

DATED 21st MARCH 2024

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

(2) HAMPSHIRE COUNTY COUNCIL

and

(3) LESLIE SHIPP, JILL IRENE SHIPP AND DAVID PATRICK KINGSTON CHRISTIAN

and

(4) VIVID HOUSING LIMITED

AGREEMENT

Under Section 106 Town and Country Planning Act 1990
Relating to land west of Coldharbour Farm Road, Emsworth

THIS AGREEMENT is made on

21st MARCH

2024

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant PO9 2AX (**the Borough Council**); and
2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ (**County Council**); and
3. **LESLIE SHIPP, JILL IRENE SHIPP** of 56 Pound Farm Road, Chichester, West Sussex PO19 7PU and **DAVID PATRICK KINGSTON CHRISTIAN** of Sherlocks Cottage, 25 Park Lane, Maplehurst, Horsham, West Sussex, RH13 6LL (**together the Owners**); and
4. **VIVID HOUSING LIMITED** A society registered under the Co-operative and Community Benefit Societies Act 2014 (Community Benefit Society No 7544) of Peninsular House, Wharf Road, Portsmouth PO2 8HB (**Vivid**)

BACKGROUND

- (A) For the purposes of the Act, the Borough Council and the County Council are the local planning authorities for the area within which the Land is situated.
- (B) The County Council is also the Local Highway Authority for Hampshire (save for trunk roads and special roads) and the Transport Authority for Hampshire for the purpose of the Transport Act 1985 and 2000.
- (C) The Owners are the registered freehold owners of part of the Land, which is registered with HM Land Registry under title number HP376939.
- (D) Vivid is the registered freehold owner of part of the Land, which is registered with HM Land Registry under title number HP376940.
- (E) The Application has been submitted on behalf of the Owners to the Borough Council for permission to develop the Land in accordance with the Planning Permission.
- (F) The Owners enter into this Agreement in anticipation of the grant of Planning Permission being made subject to the Owners having entered into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.
- (G) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Borough Council and the County Council against the Owners and their successors in title.

The parties agree as follows:

1 DEFINITIONS

From the date of this Agreement unless the context otherwise requires, the following definitions apply to this Agreement:

"Act"	means the Town and Country Planning Act 1990.
"Affordable Dwellings"	means 13 Dwellings to be constructed on the Land to be provided as units of Affordable Housing as part of the Development and in accordance with the Affordable Housing Mix and the Affordable Housing Plan and any reference to "Affordable Dwelling" will be interpreted accordingly.
"Affordable Housing"	means Dwellings that: (a) meets the needs of Eligible Persons including availability at a cost low enough for them to afford with regard to the local incomes local house prices and local rents; and (b) includes provisions for the housing to remain at an affordable cost for future Eligible Persons.
"Affordable Housing Contribution"	means the sum of £5,000.00 Five Thousand Pounds payable to the Borough Council in lieu of the provision of 0.2 of a unit of an Affordable Dwelling to be applied towards the provision of off-site Affordable Housing.
"Affordable Housing Mix"	means the mix of Affordable Dwellings, in terms of the quantum, size and tenure and set out at paragraph 1 of Schedule 1 or such other quantum, size and tenure as agreed in writing with the Borough Council.
"Affordable Housing Plan"	means the plan identifying the siting of the Affordable Dwellings showing the Affordable Rented Dwellings with blue spots and the Shared Ownership Dwellings with orange spots on the drawing number P0768-RHP-00-ZZ-PL-A-1003 P7 at Appendix 3 to this Agreement or such alternative plan as may be agreed in writing with the Borough Council.
"Affordable Housing Provider"	means either one or a combination of: (a) a body registered as a provider of social housing with the Regulator of Social Housing under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Borough Council as may be constituted under any legislation replacing that provision; or (b) such other body eligible to receive grant monies from the Borough Council or Homes England and able lawfully to own or manage housing for Eligible Persons and approved by the Borough Council; or (c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Borough Council.

“Affordable Rent”	means rent inclusive of service charge which does not exceed: a) 80% of the local gross open market rent; and b) the local housing allowance rates, unless otherwise agreed in writing with the Borough Council; and shall only be increased annually in accordance with arrangements made for such rent increases established by Homes England.
“Affordable Rented Dwellings”	means any Affordable Dwellings let on a fixed term tenancy agreement at an Affordable Rent.
“Agreement”	means this deed of Agreement.
“Application”	means the application submitted by the Owners to the Borough Council for planning permission to carry out the Development and given the Borough Council’s reference number APP/19/01226.
“Bond”	means a bond issued by a Surety in the form annexed at Appendix 5 to this Agreement for the Bond Amount.
“Bond Amount”	means 10% of the open book construction costs for the SuDs as approved in accordance with Schedule 2.
“Cash Deposit”	means a lump sum payment in cash of a sum being 10% of the open book construction costs for the SuDs as approved in accordance with Schedule 2.
“Commencement of Development”	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of: site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, and “Commence” and similar expressions shall be construed accordingly.
“Common Parts”	means the parts of the Land which are intended to benefit the public and the Occupiers of the Dwellings as a whole or to enhance their Occupation and shall without prejudice to the generality thereof include the Permissive Paths, Open Space Land, communal parking areas, any landscaped areas, amenity spaces, street lighting, street furniture, boundary treatments and the SuDs but not including: (a) a Dwelling or the curtilage of a Dwelling; or

- (b) communal areas forming part of any residential block of flats, such as stairwells, lifts, lighting etc; or
- (c) any other buildings or structure to be transferred with a Dwelling; or
- (d) any communal parking areas, street lighting, street furniture and boundary treatments or other areas that are adopted by agreement made pursuant to the Highways Act 1980; or
- (e) any SuDs adopted by a statutory undertaker.

"County Council Monitoring Fee"

means the sum of £1,000.00

"CPI"

means the consumer prices index published by the Office of National Statistics.

"Development"

means the erection of 44 Dwellings with associated access, open space landscaping and associated works and in accordance with the Planning Permission.

"Development Control Preparation Fee"

means the sum of £900.00 incurred by the County Council's transport planning officers in connection with the preparation, execution and completion of this Agreement

"Disposal"

means in relation to each Dwelling:

- (a) the first Occupation by anyone permitted or suffered to Occupy the Dwelling whether by:
 - I. a person who has acquired or has contracted to acquire any of the estates further defined in this definition at (b) (c) and (d) below in the Dwelling; or
 - II. who otherwise Occupies the Dwelling;
- (b) the creation of a legal term of years in respect of the Dwelling; or
- (c) the transfer of a freehold interest in respect of the Dwelling; or
- (d) the creation of a freehold interest in the Dwelling by constituting the Dwelling as commonhold land for the purposes of the Commonhold and Leasehold Reform Act 2002; and/or whichever shall first occur;

and "Dispose" and "Disposed of" shall be construed accordingly

"Dwelling"

means a self-contained unit of residential accommodation (including houses, flats and maisonettes) constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.

"Eligible Persons"	means persons with a Local Connection who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Borough Council and the expression "Eligible Person" shall be construed accordingly.
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience in the area of expertise relevant to the dispute and appointed in accordance with the provisions of clause 10 to determine a dispute
"Framework Travel Plan"	means the framework travel plan with reference no ITR/MT/5314/FTP.2 dated September 2019 agreed by the County Council and attached as Appendix 4 to this Agreement.
"Health Contribution"	means the sum of £2,600 two thousand and six hundred pounds payable to the Borough Council as a contribution towards increasing the capacity of existing health care facilities in the vicinity of the Development to accommodate the increased demand for such services as a result of the Development.
"Highway Works"	means a new vehicular access formed from Coldharbour Farm Road up to and including the raised table as shown in principle on drawing number 5314/006 Rev H at Appendix 2 to this Agreement including pedestrian safety improvements on the approach to the crossing point on Coldharbour Farm Road such as guard railings and signage.
"Highway Agreement"	means an agreement(s) made pursuant to section 278 and/or section 38 of the Highways Act 1980 for the delivery of the Highway Works.
"Highways Completion Standard"	means delivery of the Highway Works to a standard approved by the County Council as evidenced by the issue of a Certificate of Completion by the County Council to the Owners under the relevant Highway Agreement
"Homes England"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Borough Council's administrative area by any registered provider or if such body ceases to exist or is superseded or any such successor body or organisation and including the Regulator of Social Housing where the context so requires.

"Index"	means: (a) CPI in respect of all sums payable to the Borough Council (except for the SRMS Contribution where RPI shall apply); and (b) RPI in respect of all sums payable to the County Council.
"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this Agreement x (A/B) where: A = the last figure published for the Index that applied immediately preceding the date that payment was due. B = the last figure published for the Index that applied immediately prior to the date of this Agreement.
"Interest"	means interest at 4% above the base lending rate of the Barclays Bank PLC from time to time.
"Land"	means the freehold property known as land west of Coldharbour Farm Road, Emsworth shown edged red on Plan 1 and registered at the Land Registry with title numbers HP376939 and HP376940.
"Local Connection"	means a connection to the administrative area of the Borough Council by virtue of: (a) existing or previous residence; (b) employment; (c) close family links through parents, siblings or off-spring; or (d) any other connection as agreed with the Affordable Housing Provider and the Borough Council.
"Low Cost Home Ownership Dwellings"	means Help to Buy products as defined by Homes England including Shared Ownership Dwellings.
"Management Agreement"	means an agreement made between the Owners and the Management Company setting out the terms of appointment of the Management Company with respect to the Development, including the Management Company's responsibilities in implementing and performing the obligations as contained within the Management Plan
"Management Company"	means a company limited by guarantee or by shares and established or appointed in accordance with the provisions of Schedule 2 to be charged with implementing and performing the obligations as contained within the Management Plan.

"Management Plan"	means a plan for the maintenance and management of all of the Common Parts and SuDs for the lifetime of the Development including details of how the costs of maintenance and management shall be met by owner-occupiers of the Dwellings to be proposed by the Owners and approved by the Borough Council in accordance with the provisions of Schedule 2 and includes any variation to the approved Management Plan as may be agreed in writing between the Owners and the Borough Council from time to time.
"Monitoring Fee"	means the sum of £6,695.20 six thousand six hundred and ninety-five pounds and twenty pence as a contribution towards the costs incurred by the Borough Council in the provision of a suitably qualified and experienced person whose function is to monitor, coordinate and enforce the obligations contained within this Agreement.
"Nutrient Mitigation Contribution"	means the sum of £47,019.44 forty seven thousand and nineteen pounds and forty four pence payable to the Borough Council towards the costs to be incurred by the Borough Council in providing measures to offset the nutrient load of the Development as mitigation against the water quality impacts arising from the Development on the Solent European Protected Sites.
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be similarly construed.
"Open Market Dwellings"	means Dwellings which are not Affordable Dwellings
"Open Space Land"	means the public open space land provided as part of the Development having an area of approximately 0.5 hectares and shown on drawing number P0768-RHP-00-ZZ-PL-A-1003 P7 at Appendix 3 to this Agreement.
"Permissive Paths"	means any unadopted road, footpath, footway or other means of access constructed on the Land to serve the Development and the public.
"Plan 1"	means the plan titled "location plan" with drawing number P0768-RHP-ET-ZZ-PL-A-1000 P2 at Appendix 1 to this Agreement.
"Planning Permission"	means the planning permission that may be granted in pursuance of the Application.

"RPI"	means the retail price index published by the Office of National Statistics.
"Shared Ownership Dwellings"	means Affordable Housing leased to individuals who purchase a percentage of the equity of the Affordable Dwelling and pay a rent in relation to the share of the equity retained by the Affordable Housing Provider.
"Shared Use Paths"	means the shared pedestrian and cycle route shown coloured cream on drawing number 5314/006 Rev H at Appendix 2 to this Agreement.
"Solent Recreation Mitigation Partnership"	means the partnership of local planning authorities bordering the Solent formed to develop the Solent Recreation Mitigation Strategy.
"Solent Recreation Mitigation Strategy"	means the framework to mitigate potential impacts on the Solent Special Protection Areas from increased visitor pressure arising from housebuilding adopted by the Solent Recreation Mitigation Partnership in December 2017.
"Solent Special Protection Areas"	means the Special Protection Areas (designated under the Wildlife and Countryside Act 1981) in the Solent covered by the Solent Recreation Mitigation Strategy.
"SRMS Contribution"	means the sum of £29,052.35 twenty nine thousand and fifty two pounds and thirty five pence payable to the Borough Council as a contribution towards measures to mitigate against the impact of the Development on the Solent Special Protection Areas in accordance with the Solent Recreation Mitigation Strategy.
"SuDs"	means a sustainable drainage system for the Development in accordance with the specification agreed in writing by the Borough Council.
"Surety"	means a bank or other financial institution as may be nominated by the Owners and approved by the Borough Council for the Bond.
"Travel Plan"	means the final and full form travel plan for the Dwellings based on the Framework Travel Plan for the Development such travel plan to be approved by the County Council.
"Travel Plan Bond"	means an on demand bond on terms and from a surety approved by the County Council to be held for the duration of the Travel Plan obligation for the sum being the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council) plus 10% thereof which the County

Council acting reasonably considers is necessary to secure the implementation of:

works expected to achieve the agreed measures or targets of the relevant Travel Plan; and/or

implementation of the agreed measures/targets in the relevant Travel Plan; and/or

such alternative measures as the County Council considers necessary to achieve the overall aims of the Travel Plan

"Travel Plan Approval Fee"

means the sum of £1500.00 one thousand five hundred pounds payable to the County Council towards the costs incurred or to be incurred by the County Council in reviewing and approving Travel Plan.

"Travel Plan Monitoring Fee"

means the sum of £15,000.00 fifteen thousand pounds payable by the Owners to the County Council for the purpose of monitoring the Travel Plan;

"Working Day"

means a day other than a Saturday, Sunday or public holiday in England.

2 INTERPRETATION

- 2.1 The clause and paragraph headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to the Land include any part of it.
- 2.8 References to any party in this Agreement include the successors in title of that party and any references to the Borough Council and County Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority.

- 2.9 References to "including" mean "including, without limitation".
- 2.10 Any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

3 STATUTORY PROVISIONS

- 3.1 This Agreement is made by deed pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.
- 3.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of those sections of the Act and are enforceable by the Borough Council and the County Council.
- 3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 3.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Borough Council or the County Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.

4 COMMENCEMENT OF AGREEMENT

This Agreement shall have effect from the date hereof SAVE THAT clause 5 and the provisions of Schedules 1-7 shall be conditional upon the grant of Planning Permission.

5 OWNERS COVENANTS

The Owners covenant with the Borough Council and the County Council to comply, observe and perform the obligations as set out in this Agreement.

6 REGISTRATION

This Agreement shall be registered by the Borough Council as a local land charge.

7 RELEASE

- 7.1 No party shall be liable for any breach of covenant, restriction or obligation contained in this Agreement after parting with all their interest in the Land or the part of the Land to which the breach relates except in respect of any breach on their part subsisting prior to parting with such interest.
- 7.2 The Owners shall not be deemed to have any interest in the Land where they retain only the benefit of any exception and reservation and/or covenant.
- 7.3 No planning obligations contained in this Agreement shall be binding on:

- 7.3.1 any land held by any of the statutory undertakers for their operational purposes.
- 7.3.2 any purchaser (or his mortgagee) (or their respective successors in title) of any individual Dwelling.
- 7.3.3 any person or body acquiring the benefit of a legal charge over the Land unless it takes possession of the Land or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

8 NOTICES

- 8.1 The Owners agree to give the Borough Council and the County Council written notice within 10 Working Days of any change in ownership of any of its interests in the Land (save for the disposal of an individual Dwelling) occurring before all the obligations under this Agreement have been discharged and such notice shall give details of the transferee's full name and

- 8.1.1 registered office where the transferee is a company
- 8.1.2 usual address where the transferee is not a company

together with details of the area of the Land or unit of occupation transferred by reference to a plan.

- 8.2 Any notice, demand or any other communication to be given under or in connection with this Agreement shall be in writing and will be effective only if delivered by hand or sent by recorded delivery to the party due to receive the notice, demand or communication.
- 8.3 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of service upon the Borough Council shall be marked for the attention of the Chief Legal Officer & Monitoring Officer and in the the case of service upon the County Council shall be marked for the attention of the Head of Legal.
- 8.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:
 - 8.4.1 if delivered by hand, at the time of delivery; or
 - 8.4.2 if sent by recorded delivery, at the time delivery was signed for.
- 8.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.
- 8.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

9 COSTS OF THIS AGREEMENT

Upon completion of this Agreement the Owners shall pay:

- 9.1 to the Borough Council their reasonable and proper legal costs, in connection with the preparation, negotiation and completion of this Agreement; and
- 9.2 to the County Council their reasonable and proper legal costs, in connection with the preparation, negotiation and completion of this Agreement, the Development Control Preparation Fee and the County Council Monitoring Fee.
- 10 DETERMINATION OF DISPUTES**
- 10.1 Subject to clause 10.6, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other not less than ten Working Days' written notice requiring the dispute to be determined under this clause. The notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 10.2 Any dispute over the appointment of the Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate Expert and to arrange his nomination.
- 10.3 The Expert shall act as an independent expert and:
- 10.3.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
 - 10.3.2 each party shall have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 10.3.3 the Expert shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 10.3.4 the Expert shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
 - 10.3.5 the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and
 - 10.3.6 the Expert shall use all reasonable endeavours to publish his decision within thirty Working Days' of his appointment.
- 10.4 Responsibility for the costs of referring a dispute to an Expert under this clause, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Expert.
- 10.5 This clause 10 does not apply to disputes touching or concerning the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
- 10.6 The provisions of this clause 10 shall not affect the ability of the Borough Council or County Council to apply for and be granted declaratory relief injunction specific performance payment of any sum damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to his Agreement and their successors in title.

12 INDEXATION

12.1 Except for those costs payable under clause 9 all sums payable pursuant to this Agreement shall be Index Linked.

12.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Borough Council or the County Council (as appropriate) shall advise the Owners in writing.

13 INTEREST

If any sums due under this Agreement is paid late Interest will be payable from the date payment is due until the date of payment.

14 VAT

The parties to this Agreement acknowledge and agree the sums payable under this Agreement are not subject to VAT and no VAT should be charged or recoverable in addition to the amount of the sums specified in the Agreement.

15 WAIVER

No failure or delay by the Borough Council or County Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver (whether express or implied) for any breach or default by the Owners in performing or observing any of the covenants, restrictions or obligation contained in this Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16 TERMINATION

16.1 The obligations in this Agreement (with the exception of clause 9) shall cease to have effect if before the Commencement of Development, the Planning Permission:

16.1.1 expires;

16.1.2 is varied or revoked other than at the request of the Owners; or

16.1.3 is quashed following a successful legal challenge.

17 FUTURE PERMISSIONS

17.1 Subject to clause 17.2, nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

- 17.2 This Agreement shall apply (unless the parties agree otherwise) to any planning permission subsequently granted by the Borough Council under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission and any other planning permission granted under such powers (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council or the circumstances in clause 16.1.2 arise.

18 REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Borough Council or the County Council under this deed shall not be unreasonably withheld or delayed.

19 JURISDICTION

- 19.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.
- 19.2 The Courts of England shall have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

Affordable Housing

The Owners covenant with the Borough Council as follows:

1 AFFORDABLE HOUSING MIX

- 1.1 To provide the Affordable Dwellings as part of the Development in accordance with the Affordable Housing Mix and the Affordable Housing Plan.
- 1.2 That the Affordable Housing Mix shall consist of:
 - 1.2.1 nine (9) Affordable Rented Dwellings; and
 - 1.2.2 four (4) Shared Ownership Dwellings; or
 - 1.2.3 such other mix of type, tenure and numbers as may be agreed in writing with the Borough Council at its absolute discretion.

2 PROVISION OF AFFORDABLE DWELLINGS

- 2.1 Not to Dispose nor permit Disposal of more than 15 Open Market Dwellings until the Affordable Dwellings:
 - 2.1.1 are completed and are ready for Occupation; and
 - 2.1.2 have been transferred (by either a transfer or transfers of the freehold interest or long leasehold interest with a term of not less than 125 years) to an Affordable Housing Provider.

3 OCCUPATION OF AFFORDABLE DWELLINGS

- 3.1 Subject to the provisions of this Agreement and the exceptions in it not to permit or otherwise allow any Affordable Dwellings to be let or Occupied for any purpose other than:
 - 3.1.1 as Affordable Housing; and
 - 3.1.2 as the sole private residence of the Occupier; and
 - 3.1.3 in respect of the Affordable Rented Dwellings by Eligible Persons.
- 3.2 Subject to paragraphs 5 and 6 of this Schedule 1 not to permit or otherwise allow any Affordable Rented Dwellings to be let or Occupied for any purpose other than:
 - 3.2.1 at a sum not exceeding the Affordable Rent as the case may be; and
 - 3.2.2 to persons other than persons nominated by the Borough Council for 100% of the initial lettings and all subsequent true voids.

4 TRANSFER OF AFFORDABLE DWELLINGS

- 4.1 That the deed of transfer or lease (as applicable) to the Affordable Housing Provider of the Affordable Dwellings shall contain the following (or such other alternative provisions as the Borough Council may agree in writing):

- 4.1.1 a covenant not to use the Affordable Dwellings otherwise than for the provision of Affordable Housing subject to the terms of this Agreement and the exceptions in it; and
- 4.1.2 a covenant not to Dispose of any of the Affordable Dwellings other than for the purpose of providing Affordable Housing to Eligible Persons subject to the terms of this Agreement and the exceptions in it; and
- 4.1.3 a covenant requiring the Affordable Housing Provider to enter into an agreement with the Borough Council granting the Borough Council the right to nominate 100% of the Occupiers of the Affordable Rented Dwellings when initially let and all subsequent true voids.

5 100% EQUITY SHARE

- 5.1 The provisions in paragraph 3, 4 and 6 of Schedule 1 shall cease to have effect in respect of:
 - 5.1.1 any Affordable Dwelling where a leaseholder of that Affordable Dwelling held under Low Cost Home Ownership has purchased 100% of the equity in the relevant Affordable Dwelling; or
 - 5.1.2 in respect of any Affordable Dwelling where the Occupier has exercised a statutory right to buy, including the preserved right to buy or a right to acquire in respect of such Affordable Dwelling.
 - 5.1.3 Any mortgagees, chargees or successors in title of the persons in paragraph 5.1.1 - 5.1.2

6 CHARGE IN POSSESSION

- 6.1 For the purpose of this paragraph Chargee means:
 - any mortgagee or chargee;
 - any receiver, administrative receiver or administrator appointed under the Law of Property Act 1925 or other statutory enactment;
 - any housing administrator appointed under the Housing and Planning Act 2016 or otherwise; or
 - any other person appointed under any security document to enable a Chargee to realise its security

of the Affordable Housing Provider and the whole or any one or more of the Affordable Dwellings.
- 6.2 The provisions of this Agreement relating to Affordable Dwellings shall not be binding on a Chargee (or any person or bodies deriving title through such Chargee) PROVIDED THAT the Chargee will have first:
 - 6.2.1 given written notice to the Borough Council of its intention to Dispose of any of the Affordable Dwellings ("Notice"); and
 - 6.2.2 used reasonable endeavours over a period of three months from the date the Notice is served to complete a Disposal of the relevant Affordable Dwelling(s) to either:
 - 6.2.2.1 another Affordable Housing Provider; or

6.2.2.2 to the Borough Council.

- 6.3 Any Disposal referred to in paragraph 6.2.2 shall be for a consideration not less than the amount properly due and outstanding under the terms of the Chargee's relevant security documentation. This sum shall include all accrued principal monies, interest, costs and expenses.
- 6.4 In the event that a Disposal referred to in paragraph 6.2 shall not have been completed within the period of three months referred to in paragraph 6.2.2, the Chargee will be entitled to Dispose of the relevant Affordable Dwelling(s) free from the provisions of this Agreement relating to Affordable Housing which shall determine absolutely in respect of the relevant Affordable Dwelling(s).
- 6.5 For the avoidance of doubt in respect of the relevant Affordable Dwelling(s) Disposed of in accordance with paragraph 6.4 above the purchaser (or any person deriving title from them or any successor in title thereto together with their respective mortgagees and chargees) shall not be subject to the obligations of this Agreement and the provisions in Schedule 1 shall determine absolutely in respect of such Dwellings.

7 ADDITIONAL AFFORDABLE UNITS

- 7.1 The Borough Council confirms that the Open Market Dwellings shall be permitted to be occupied as affordable tenures within the definition at Annex 2 of the National Planning Policy Framework (as amended from time to time) and such Dwellings shall not be subject to the provisions in Schedule 1 of this Agreement.
- 7.2 The Borough Council (without fettering any discretion of the Borough Council as a Charging Authority for the purposes of the Community Infrastructure Levy Regulations 2010 as amended ("CIL Regulations")) acknowledges that any Dwellings used for affordable tenures pursuant to paragraph 7.1 of this Schedule 1 shall be capable of being Qualifying Dwellings for the purposes of regulation 49 of the CIL Regulations.

SCHEDULE 2

MANAGEMENT OF THE DEVELOPMENT

The Owners (and the Borough Council where relevant) covenant as follows:

1 MANAGEMENT COMPANY AND MANAGEMENT PLAN

1.1 Not later than three months following Commencement of Development to either:

1.1.1 submit to the Borough Council in writing the Owners' proposal for the formation of the Management Company and such proposal shall include full details of the proposed structure and voting rights of the Management Company; or

1.1.2 submit to the Borough Council in writing the Owner's proposal to manage the Common Parts

1.2 The Borough Council covenants that it will notify the Owners that it either approves or rejects the proposal referred to in paragraph 1.1 of this Schedule 2 within one month of receipt. If notification is not received within that time, the proposal/s will be deemed to be approved. If notification of a refusal is received by the Owners within the aforementioned time period, the Owners shall submit a further proposal or proposals until such time as the Borough Council approves the proposals required at paragraph 1.1. For the avoidance of doubt the ability of the Borough Council to approve or reject the proposal submitted pursuant to paragraph 1.1 includes the ability to approve or reject the proposal to manage the site otherwise than by way of the formation of a Management Company.

1.3 In the event that the Borough Council fails to notify the Owners in accordance with paragraph 1.2 of this Schedule 2, the proposal as submitted in accordance with paragraph 1.1 of this Schedule 2 (or as resubmitted) will be deemed approved for the purposes of paragraph 1.1.

1.4 Not later than three months following Commencement of Development to submit to the Borough Council in writing the Owner's proposal for the Management Plan.

1.5 Where paragraph 1.1.1 applies, not later than six months from Commencement of Development the Owner shall take all necessary steps to secure the formation and registration of the Management Company at Companies House (taking into account any modifications reasonably required by the Borough Council) and to notify the Borough Council accordingly within fourteen days of the completion of the registration of the Management Company

1.6 Where paragraph 1.1.1 applies not to Occupy any Dwellings until the Management Company has been formed in accordance with the approved proposal.

1.7 Not to Occupy any Dwellings until the Management Plan has been approved in writing by the Borough Council.

1.8 To secure the proper maintenance of the Common Parts to the reasonable satisfaction of the Borough Council until such time as:

1.8.1 (where applicable), the Management Company is registered

1.8.2 the Management Plan has been approved by the Borough Council; and

1.8.3 the maintenance arrangements for the Common Parts in accordance with the Management Plan have been fully implemented; and

- 1.8.4 (where applicable) the transfer or the granting of a long leasehold interest of the Common Parts (except for the SuDs) to the Management Company is completed; and
 - 1.8.5 in respect of the SuDs:
 - (a) (where applicable), the transfer of the SuDs to the Management Company is completed; or
 - (b) the SuDs is adopted by a statutory undertaker.
 - 1.9 To thereafter comply with the Management Plan approved by the Borough Council pursuant to paragraph 1.4 above.
 - 1.10 In the event a Management Company is incorporated, if the Management Company ceases to exist as a company or if the Management Company at any time defaults in the performance of any of its covenants or obligations on its part as contained in the Management Plan and/or Management Agreement then the Owners shall (without prejudice to any other right or remedy of the Owners against the Management Company or any other person) perform the said covenants and obligations until the appointment by the Owners of a successor to the Management Company
- 2 SuDs**
- 2.1 Not less than two months prior to Commencement of Development to submit to the Borough Council for its approval a bill of quantities detailing the open book construction costs for the SuDs.
 - 2.2 The Borough Council covenants that it shall within ten Working Days' notify the Owners that it either approves the bill of quantities for the SuDs as submitted or proposes such reasonable amendments as are considered necessary.
 - 2.3 Where reasonable amendments to the open book construction costs for the SuDs are proposed by the Borough Council, the Owners shall not more than ten Working Days' after receiving the Borough Council's proposed amendments revise the bill of quantities for the SuDs in accordance with the proposed amendments.
 - 2.4 On or before Commencement of Development to:
 - 2.4.1 provide to the Borough Council a Bond for the Bond Amount; or
 - 2.4.2 pay the Borough Council the Cash Deposit.
 - 2.5 The Bond shall endure, or the Cash Deposit shall be retained by the Borough Council until the earlier of:
 - 2.5.1 the SuDs being adopted by a statutory undertaker; or
 - 2.5.2 the date of completion of construction of the SuDs to the reasonable satisfaction of the Borough Council acting reasonably.
 - 2.6 The Borough Council shall within 10 Working Days of the event in paragraph 2.5 occurring either:
 - 2.6.1 release the Owners and the Surety from the Bond; or

2.6.2 repay the Cash Deposit (or if the Borough Council has realised part of the Cash Deposit in accordance with paragraph 2.7 the unexpended amount) to the Owners.

2.7 If the Owners:

2.7.1 fail to construct the SuDs in accordance with the details approved by the Borough Council in writing; or

2.7.2 prior to completion of the SuDs are adjudicated bankrupt or go into liquidation voluntarily or otherwise; or

2.7.3 have executed a deed of assignment for the benefit of or otherwise compound with their creditors (except for the purpose of reconstruction or amalgamation),

the Borough Council may (without prejudice to the Borough Council's other rights remedies and powers against the Owners):

2.7.4 by written notice, require the Surety to pay for; or

2.7.5 require the Cash Deposit be applied to,

any reasonable and proper expenditure (including legal costs) which the Borough Council may incur in carrying out the construction of the SuDs to serve the Development its own design or the Owners' design to return the Land to the level of hydrological response as existed before Commencement of Development.

SCHEDULE 3
HIGHWAY WORKS

The Owners covenant as follows with the County Council

1 HIGHWAY WORKS

- 1.1 Not to Commence the Development until a Highway Agreement has been completed with the County Council in respect of the Highway Works.
- 1.2 Not to Occupy or permit Occupation of the Development unless and until the Highway Works have been completed to Highways Completion Standard in accordance with the Highway Agreement.

SCHEDULE 4
CONTRIBUTIONS

The Owners covenant with the Borough Council as follows:

1 AFFORDABLE HOUSING CONTRIBUTION

Not to Commence or permit Commencement of Development until the Affordable Housing Contribution has been paid to the Borough Council

2 MONITORING FEE

Not to Commence or permit Commencement of Development until the Monitoring Fee has been paid to the Borough Council.

3 NUTRIENT MITIGATION CONTRIBUTION

Not to Commence or permit Commencement of Development until the Nutrient Mitigation Contribution has been paid to the Borough Council.

4 SRMS CONTRIBUTION

Not to Commence or permit the Commencement of Development until the SRMS Contribution has been paid to the Borough Council.

5 HEALTH CONTRIBUTION

Not to Commence or permit the Commencement of Development until the Health Contribution has been paid to the Borough Council.

SCHEDULE 5

TRAVEL PLAN

The Owners covenant with the County Council as follows:

1 TRAVEL PLAN

- 1.1 Not to Occupy nor permit Occupation of any Dwellings until the Travel Plan has been submitted to and approved in writing by the County Council.
- 1.2 Not to Occupy nor permit Occupation of any Dwellings until the Travel Plan Approval Fee has been paid to the County Council.
- 1.3 Not to Occupy nor permit Occupation of any Dwellings until the Travel Plan Monitoring Fee has been paid to the County Council.
- 1.4 Not to Occupy nor permit Occupation of any Dwellings until the Travel Plan Bond has been provided to the County Council
- 1.5 Not to Occupy nor permit Occupation of any Dwelling until it has implemented and complied with the requirements of the approved Travel Plan that are capable of being complied with at that date.
- 1.6 Not to Occupy nor permit Occupation of any Dwellings until it has appointed a travel plan co-ordinator to implement the Travel Plan and has notified the County Council in writing of such appointment.
- 1.7 The Travel Plan Bond shall be held by the County Council on terms that if in the reasonable opinion of the County Council the Owners fail at any time to comply with its obligations under this Deed in respect of the Travel Plan the surety shall pay to the County Council on demand such sum as may be certified by the County Council acting reasonably to be required up to the value of the Travel Plan Bond in order to remedy the Owner's failure to achieve and implement the agreed measures/targets contained within the Travel Plan or to undertake such alternative measures as the County Council in its reasonable discretion determines will achieve the overall aims of the relevant Travel
- 1.8 That the Owners or their successors in title will implement the Travel Plan in accordance with the requirements of the Travel Plan to achieve the targets set therein.
- 1.9 The Owners will in relation to the Dwellings or any of them include in any tenancy, lease or occupier's license of any part or parts of the Dwellings a covenant that the tenant or occupier will implement the Travel Plan in respect of the Dwellings and further that it will use all reasonable endeavours to enforce such obligations against any such tenant or occupier.

SCHEDULE 6

MISCELLANEOUS COVENANTS

The Owners covenant with the Borough Council and County Council as follows:

1 COMMENCEMENT OF DEVELOPMENT

- 1.1 To give to the Borough Council and the County Council not less than ten Working Days' written notice of Commencement of Development.

2 SUBMISSION OF DOCUMENTS

- 2.1 To provide when submitting documents or details to the Borough Council or the County Council pursuant to the Schedules of this Agreement a reference to the Planning Permission, the date and parties to this Agreement, and the paragraph and Schedule under which approval is sought, together with a statement of the date by which a decision must be given by the Borough Council or the County Council.

3 OPEN SPACE LAND AND COMMON PARTS

- 3.1 Not to Commence or permit Commencement of Development until the Borough Council has been provided with details and specification of the Open Space Land and Common Parts and a timetable for delivery of the Open Space Land and Common Parts.
- 3.2 Not to Occupy the Open Market Dwellings until the Common Parts and Open Space Land have been provided to the reasonable satisfaction of the Borough Council in accordance with the details, specification and timetable submitted pursuant to paragraph 3.1 above.
- 3.3 To ensure that the Open Space Land and Common Parts following construction are available for use by owner-occupiers of the Dwellings and the public at large

4 PUBLIC ACCESS

- 4.1 Not to Occupy or permit Occupation of any Dwelling (unless agreed otherwise in writing with the Borough Council) until the Permissive Paths serving that Dwelling have been laid out, constructed and made available for use in accordance with the details approved by the Borough Council.
- 4.2 To ensure that the Permissive Paths following construction are available for use by owner-occupiers of the Dwellings and the public at large and to include in any transfer or lease of the Permissive Paths covenants requiring the Permissive Paths to be made and kept available for use by the public in perpetuity.

5 SHARED USE PATHS

- 5.1 Not to Occupy or permit Occupation of more than 15 Open Market Dwellings until the Shared Use Paths have been laid out, constructed and made available for use in accordance with the details approved by the Borough Council.
- 5.2 To ensure that the Shared Use Paths following construction are available for use by owner-occupiers of the Dwellings and the public at large and to include in any transfer or lease of the Shared Use Paths covenants requiring the Shared Use Paths to be made and kept available for use by the public in perpetuity.

SCHEDULE 7

THE BOROUGH COUNCIL'S COVENANTS

The Borough Council covenants with the Owners as follows:

1. To use the Affordable Housing Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners and the Borough Council shall agree in writing.
2. To use the Monitoring Fee for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners and the Borough Council shall agree in writing.
3. To use the Nutrient Mitigation Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners and the Borough Council shall agree in writing.
4. To use the SRMS Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners and the Borough Council shall agree in writing.
5. To use the Health Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners and the Borough Council shall agree in writing.

**EXECUTED as a DEED by affixing
THE COMMON SEAL of the COUNCIL OF THE
BOROUGH OF HAVANT**

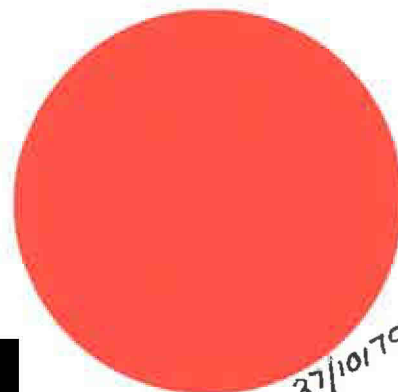
in the presence of:



[Redacted signature]

Authorised Signatory

**EXECUTED as a DEED by affixing
THE COMMON SEAL of
HAMPSHIRE COUNTY COUNCIL**
in the presence of

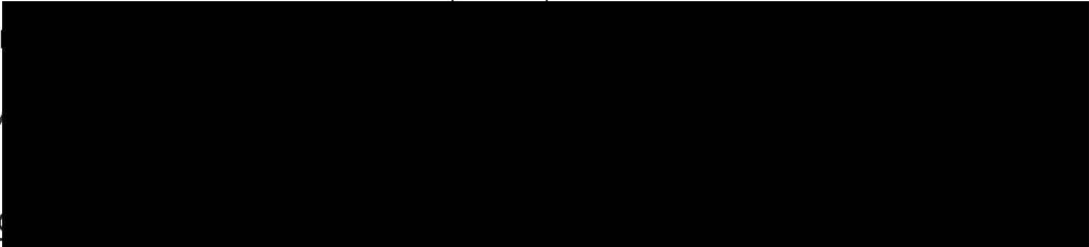


[Redacted signature]

Authorised Signatory

37/101794

LESLIE SHIPP, JILL IRENE SHIPP AND DAVID PATRICK KINGSTON CHRISTIAN

Executed as a Deed by LESLIE SHIPP in the presence of:	))))	 OWNER
Witness		
Executed as a Deed by JILL IRENE SHIPP in the presence of:	))))	 OWNER
Witness		
Executed as a Deed by DAVID PATRICK KINGSTON CHRISTIAN in the presence of:	))))	 OWNER
Witness		 WITNESS
		

EXECUTED as a DEED by
VIVID HOUSING LIMITED

acting by its attorney

In the presence of:

(signature of witness)

Name of Witness

Address of Witness

Occupation of Witness

CAPSTICKS

Solicitors LLP

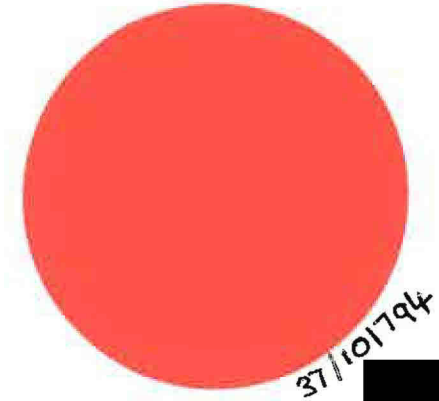
**1 St George's Road, Wimbledon,
London, SW19 4DQ**

APPENDIX 1

PLAN 1

This drawing is not to be scaled. The architect is to be informed of any errors before work proceeds. The general contractor is responsible for checking all dimensions

Notes



**AUTHORISED
SIGNATORY**

P2 06.12.2021 AM SH
Red line amended to North East Corner

P1 04.07.2019 JW SH
Issued for Planning

Rev Date + notes Drawn Chkd

rhp r h partnership architects
30-31 Foundry Street Brighton BN1 4AT
T 01273 645220
www.rhpartnership.co.uk
brighton@rhpartnership.co.uk

Project
Land to the west of
Coldharbour Farm Road
Emsworth

Drawing
Location Plan

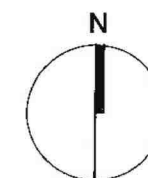
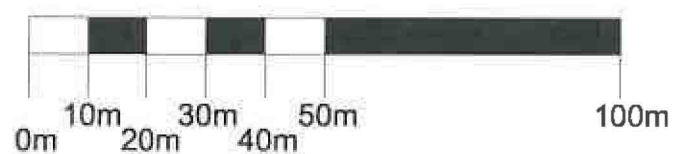
Project	originator	volume	level	type	role	number	revision
P0768-RHP-ET-ZZ-PL-A-1000	P2						
Scale(s) @ A1	RHP Project			Drawn	Chkd		
1:1250	P0768			JW	SH		

Status
Preliminary S2

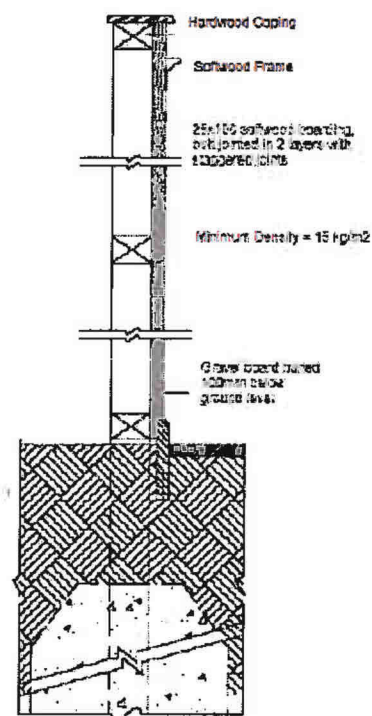
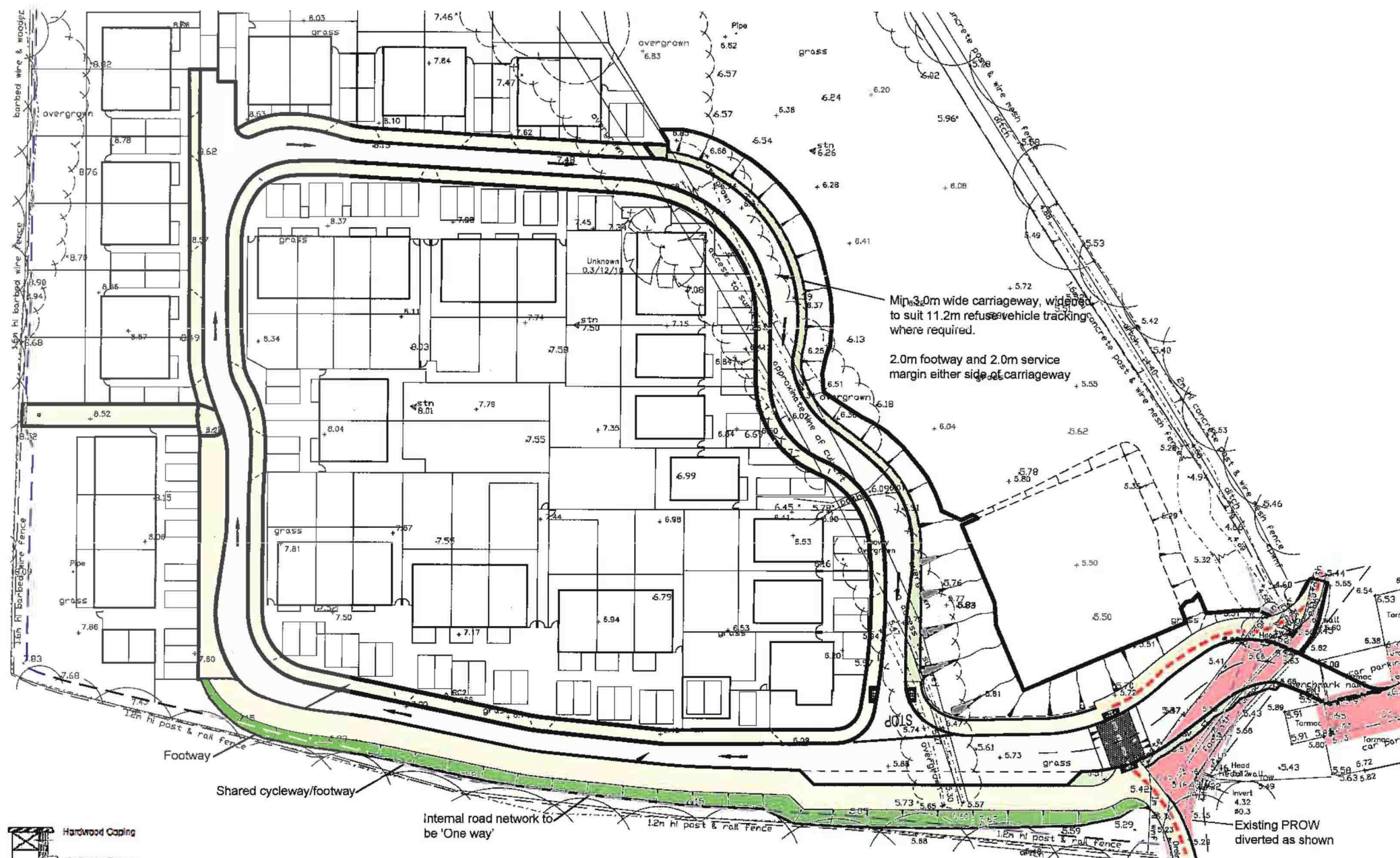
Last plotted: 3/12/2021 9:03 AM



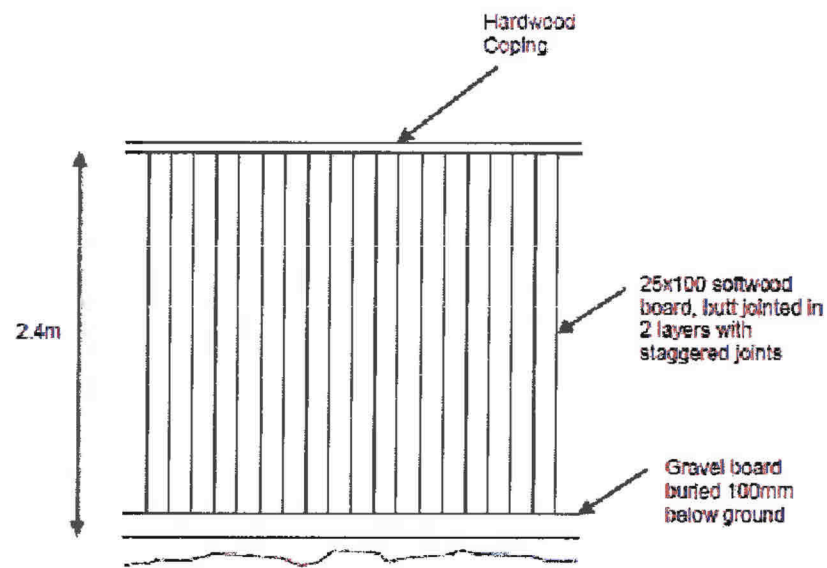
1:1250 SCALE BAR



APPENDIX 2
SHARED USE AND HIGHWAY WORKS PLAN



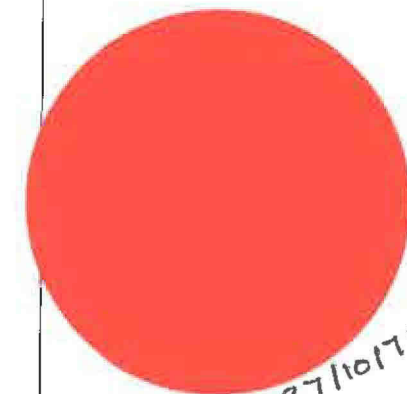
Acoustic Fence Cross Section



Acoustic Fence Elevation

Notes

- Carriageway
- Footway & Cycleway
- Verge
- Tactile Crossing
- Embankment
- Pedestrian Route
- Acoustic Fence



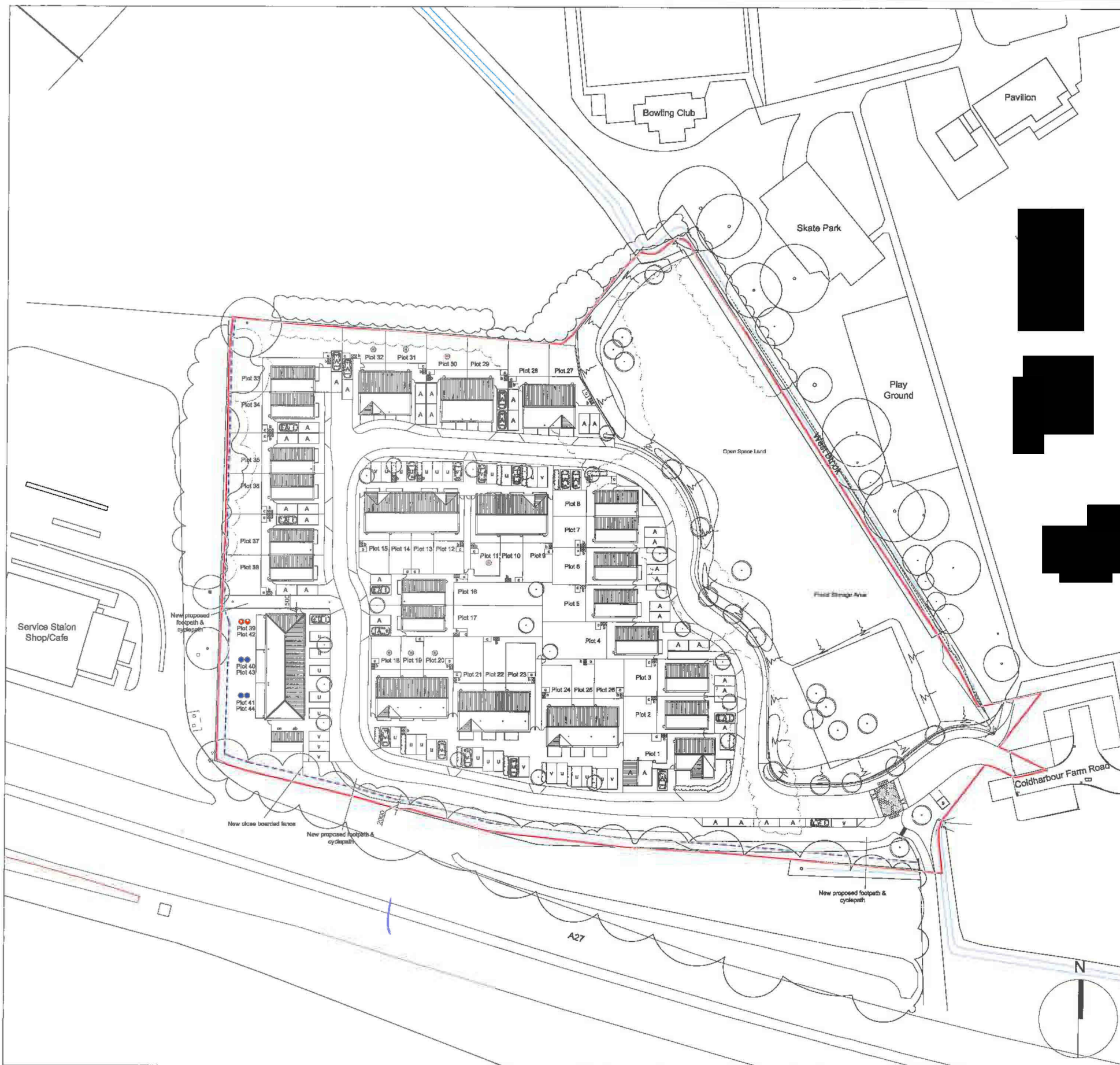
REVISION	AMENDMENT	DATE	BY	CHK
	Details Added	14/12/22	MT	MT
G	Acoustic Fence Amended	14/12/22	MT	MT
F	Acoustic Fence Amended	08/12/22	MT	MT
E	Acoustic Fence Added	14/12/22	MT	MT
D	Footway Amended	14/12/22	MT	MT
C	Footway & Cycleway Amended	14/12/22	MT	MT
B	Minor revisions	14/12/22	MT	MT
A	Internal layout revised	14/12/22	MT	MT

Bellamy Roberts
Clover House
Western Lane
Odiham
Hampshire, RG29 1TU
Tel: 01266 703355
Email: info@bellamyroberts.co.uk

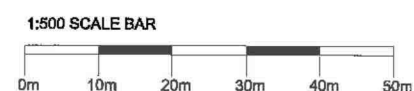
CUSTOMER: Telstar
PROJECT: Coldharbour Farm Road, Emsworth
TITLE: General Arrangement

DRAWN BY: DE	DESIGN BY: -	CHK BY: MT
DATE: 19/07/22	DRAWING No: 5314/006	REV No: H
SCALE: 1:500 @ A2		

APPENDIX 3
AFFORDABLE HOUSING AND OPEN SPACE PLAN



01 Proposed Site Plan
1003 Scale: 1:500



02 Proposed Site Plan Key
1003 Scale: Not to scale

Notes
This drawing is not to be used except for the purposes of planning. The contract is to be entered into by the applicant before work proceeds. The general contractor is responsible for checking all dimensions.
To be read in conjunction with other submission reports and drawings in support of application.
Key
Application Boundary
Acoustic fence
Existing Tree
Tree or hedge removed / trimmed
Proposed Tree
Proposed Boundary
Communal rear garden that are accessed via a communal access path from the public realm to be fitted with a key operated lock on both sides prior to occupation.
For proposed and existing tree information, hard and soft landscaping, flood storage, road, path, cycleway, acoustic fence and access layout arrangement please refer to Landscape Architect and Highway Engineer's drawings.

Accommodation schedule
House Type A - 2 bed 4 person house - 15 units
House Type B - 3 bed 5 person house - 15 units
House Type C - 4 bed 8 person house - 1 unit
Apartment Type D - 1 bed 2 person flat - 5 units
House Type E - 3 bed 5 person house - 5 units
Total number of units - 44
a - Affordable (Rented / Social Rented)
b - Shared Ownership

c - cycle store
d - bin store
e - communal cycle store
f - communal bin store
g - garage
h - substation
Parking Strategy
A - allocated parking space - 48
U - unallocated parking space - 28
V - visitors parking space - 15

13.12.2022
Small & local paths (subject to match)
Bulky Storage General Arrangement Plan
(2.14.2024)
16.04.2022
Cycle path path relocated to front and back of Block C. Units moved to accommodate.
16.04.2022
Footpath connection to adjacent residential path.
14.04.2022
Footpath extended to 3m wide. Inc. visitor parking spaces relocated.
17.04.2022
Footpath extended. Acoustic fence installed.
17.04.2022
New footpath extended. Plot 27 margin garden squared off. New garden arranged to reflect planning comments. Affordable / social rented and shared ownership plots indicated. Issued for Planning.
17.04.2022
Issued for planning.
Rev Date + notes
Drawn: [redacted]
Checked: [redacted]

rhp r/h partnership architects
55-57 Forestry Green, Ensworth, HX4 4RT
T: 01753 645203
www.rhpartnership.co.uk
info@rhpartnership.co.uk

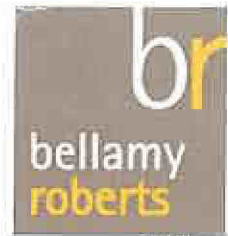
Project:
Land to the West of Coldharbour Farm Road, Ensworth

Drawing:
Proposed Site Plan

Project / Drawing / Revision / Date / By / Date / Status
P0768-RHP-00-ZZ-PL-A-1003 P7
Issued for planning 17/04/2022 J/R SH
Scale: 1:500
Author: [redacted]
Check: [redacted]
Date: [redacted]
Status: Planning 52

**AUTHORISED
SIGNATORY**

APPENDIX 4
FRAMEWORK TRAVEL PLAN



Clover House
Western Lane
Odiham
Hampshire RG29 1TU
Tel: 01256 703355
Email: info@bellamyroberts.co.uk

Coldharbour Farm
Emsworth



FRAMEWORK TRAVEL PLAN

On Behalf Of
Telstar

ITR/MT/5314/FTP.2
September 2019



Partners:
GD Bellamy BSc CEng MACE
IT Roberts MSc

Bellamy Roberts LLP (trading as Bellamy Roberts) is a Limited Liability Partnership registered in England.

Reg No OC303725. Registered Office:
Clover House, Western Lane, Odiham,
Hampshire RG29 1TU

CONTENTS

1.0	INTRODUCTION	1
2.0	SITE LOCATION	2
3.0	EXISTING CONDITIONS	3
4.0	SUSTAINABLE TRANSPORT CONNECTIONS	4
5.0	SUMMARY OF DEVELOPMENT PROPOSAL	6
6.0	TIMESCALES	7
7.0	OBJECTIVES	8
8.0	TARGETS	8
9.0	MEASURES	10
10.0	ONGOING MANAGEMENT	15
11.0	MONITORING	16

APPENDICES

Appendix 1	Site Location Plan (5314/301 Rev. A)
Appendix 2	Local Pedestrian Facilities (5314/304 Rev. A)
Appendix 3	Pedestrian Isochrone Plan (5314/302 Rev. A)
Appendix 4	Cycle Isochrone Plan (5314/303 Rev. A)
Appendix 5	Sample Travel Questionnaire

1.0 INTRODUCTION

- 1.1 Bellamy Roberts LLP, has been instructed by Telstar Ltd to provide a Framework Travel Plan (FTP) in support of development proposals at Coldharbour Farm Road, Emsworth.
- 1.2 The development proposal will comprise 44 residential units accessed off the western end of Coldharbour Farm Road.
- 1.3 Travel Plans have become an essential tool for the delivery of national, regional and local transport policy, and are increasingly important within the planning process as they can be critical to the acceptability of a development proposal. They can assist in increasing accessibility whilst reducing congestion and local air pollution. A well-developed Travel Plan can reduce adverse traffic impacts of a development and achieve improvements in transport conditions at the local level.
- 1.4 A Framework Travel Plan is a long term arrangement strategy for a site that seeks to deliver sustainable transport objectives through actions and is articulated in a document that is regularly reviewed. A Travel Plan involves identifying an appropriate package of measures arrived at promoting sustainable travel, with an emphasis on reducing reliance on single occupancy car journeys.
- 1.5 The measures that are to be introduced in order to achieve this target are detailed in this document, along with a timeframe for the implementation of the various measures.
- 1.6 A Travel Plan Co-ordinator (TPC) shall be appointed to provide ongoing management for the FTP. The TPC will be supported by the Residents Association who will meet regularly to discuss the progress of the FTP. Once appointed, the identity of the TPC and their contract details will be made known to HCC before first occupation of the site. The TPC will be in place three months before first occupation of the site.

- 1.7 Following the meeting, the TPC will prepare a document detailing the progress of the Plan and the strategy for going forwards.
- 1.8 This FTP has been prepared in accordance with the current Hampshire County Council Guidance and complies with the requirements set out in the National Planning Policy Framework (NPPF), which states that all developments that generate a significant amount of vehicle movements shall be required to provide a Travel Plan.

2.0 SITE LOCATION

- 2.1 The application site is located at the western end of Coldharbour Farm Road, to the immediate north of the A27 trunk road. Coldharbour Farm Road forms a junction with the B2148, Horndean Road to the east, approximately 50 metres north of its junction with New Brighton Road. A site location plan is at Appendix 1.
- 2.2 Approximately 250 metres south of the site is Emsworth Railway Station, situated between the A27 and the neighbouring railway line. A further 450 metres to the south (700 metres in total) is the roundabout junction of North Street/A259/High Street.
- 2.3 To the immediate west of the application site is a service station serving the neighbouring A27 trunk road. There is open countryside beyond for approximately 1.25 km, at which point the eastern edge of Denvilles can be found, with Havant in close proximity.
- 2.4 To the east of the application site is the urban area of New Brighton which continues towards the village of Westbourne. Emsworth Town Centre can be found to the south on the opposite side of the A27.

3.0 EXISTING CONDITIONS

- 3.1 The existing site currently comprises agricultural land in the form of grazing fields. For the purpose of this assessment, it is assumed that the site generates no existing traffic movements.
- 3.2 Access to the site is achieved from Coldharbour Farm Road which is approximately 4.8m in width, with a continuous pedestrian footway (2m in width), running along the southern edge and part of the northern edge.
- 3.3 Speed reducing features have been installed at various points along the length of Coldharbour Farm Road in the form of speed tables, with uncontrolled pedestrian crossings over.
- 3.4 Pedestrian links are provided from Coldharbour Farm Road through to the neighbouring public open space, immediately north of the site and known as Emsworth Park. Street lighting is present along the length of Coldharbour Road.
- 3.5 At the western end of Coldharbour Farm Road there is a large turning head with resident parking. As discussed earlier, an application for the rearrangement of these spaces to allow access into the application site, was approved in August 2016.
- 3.6 The B2148 Horndean Road, which runs on a north/south alignment to the east of the site, is approximately 5.5m in width with 2m footways along both sides. It is subject to a 30mph speed restriction with street lighting along its length, in the vicinity of Coldharbour Farm Road. There are currently no pedestrian crossing facilities in the vicinity of the site, however, an uncontrolled pedestrian crossing with tactile paving can be found on the B2148, opposite the St. James C of E Primary School, 550m to the north.

4.0

SUSTAINABLE TRANSPORT CONNECTIONS

- 4.1 This section examines the sustainable transport connections to the site and assesses the potential of such links to reduce the level of car-borne traffic.

Pedestrians and Cyclists

- 4.2 The application site is well connected to the footway network, with existing footways running the length of Coldharbour Farm Road linking through to the neighbouring footway network. Additional links are provided to the west of the site connecting through to the neighbouring A27 service station and Washington Road to the south. A plan identifying these links is included at **Appendix 2**.
- 4.3 Recommended distances for walking and cycling can be found in various published documents.
- 4.4 The Institution of Highways and Transportation published the document 'Guidelines for Providing for Journeys on Foot in 2000. Table 3.2 of this document contains 'suggested acceptable' walking distances, albeit no evidence was provided in support of these figures.
- 4.5 Further documents have been published by the Chartered Institute of Highways and Transportation, notably 'Planning for Walking' and 'Planning for Cycling', albeit both documents provide limited guidance as to recommended walking distances.
- 4.6 Design Manual for Road and Bridges (DMRB) TA91/05 'Provision for Non-Motorised Users', states in paragraph 2.3 that *'walking is used to access a wide variety of destinations including educational facilities, shops, and places of work, normally within range of up to two miles. Walking and rambling can also be undertaken as a leisure activity, often over longer distances'*.
- 4.7 Furthermore, paragraph 2.11 (TA91/05) states that *'cycling is used for accessing a variety of different destinations, including educational facilities, shops and places of work, up to a range of around 5 miles'*.

- 4.8 Recent research undertaken in 2017, and published within 'Local Transport Today' (Ref. LTT733 October 2017 issue) considered the current guidance on walking and cycling distances, and whether the quoted distances suitably reflect the distances people are prepared to walk and cycle.
- 4.9 The National Travel Survey (NTS) database was reviewed to find out how far people actually walk and cycle to common destinations. The assessment considered both the mean and 85th percentile walking and cycling distances, with the mean identifying the average distance people walk and cycle, and the 85th percentile being the distance people are prepared to walk or cycle, whereas above this figure, they are less likely to do so.
- 4.10 The research determined that for residential developments, a distance of 1.95km should be used as an acceptable walking distance for all journey purposes, with 7.25km used for the cycling distance. Furthermore, an 85th percentile distance of 2.10km should be used as an acceptable walking distance for all employment uses, whereas 9.15km should be used for cycling.
- 4.11 There is an existing cycle route which passes the site access at the western end of Coldharbour Road. This cycle-way runs on a north/south alignment from Washington Road to the south, past the site, to continue through the neighbouring Emsworth Park, up to the St. James C of E Primary School. Further defined links are provided through to the adjoining cycle route network via quieter roads.
- 4.12 Pedestrian and cycle isochrone plans are provided at **Appendix 3 and 4**.

Buses

- 4.13 The nearest bus stops with regular service, are located on New Brighton Road approximately 350m from the application site. These comprise bus poles only with no other waiting facilities provided. They are served by Route 27 service and a summary is provided at Table 1.

Table 1: Summary of Bus Service

Route	From	To	Freq	Weekday		Saturday		Sunday	
				First	Last	First	Last	First	Last
27	Emsworth	Rowlands Castle	5/day	0902	1737	0902	1537	-	-
27	Rowlands Castle	Emsworth	4/day	1046	1726	1046	1526	-	-

Rail

- 4.14 Emsworth Railway Station is located 500m from the site via Coldharbour Farm Road and the B2148 Horndean Road.
- 4.15 A pedestrian footway accessing the station is provided between the A27 road bridge and the railway line to the immediate south. The vehicular access is provided further to the south. The station includes such facilities as, covered cycle parking, taxi rank and level access to both platforms.
- 4.16 Services from the station are provided to such destinations as Portsmouth Harbour, Littlehampton, Brighton, Southampton Central and London Victoria with stations between.

5.0

SUMMARY OF DEVELOPMENT PROPOSAL

- 5.1 The development will provide 44 residential units, comprising the following mix of units:
- 6 x 1-bed apartments;
 - 16 x 2-bed houses;
 - 21 x 3-bed houses; and
 - 1 x 4-bed house;
- 5.2 In total, 87 car parking spaces will be provided, and this in line with the Local Authority parking standards as set out in the 'Havant Borough Council Parking

Supplementary Planning Document (SPD) adopted in July 2016 which requires 83 spaces.

- 5.3 In terms of traffic generation and based on a TRICS assessment of similar sites, the scheme is likely to generate the following level of traffic generation, see Table 2.

Table 2: Proposed Trip Rate and Traffic Generation

Peak Hours	Trip Rate per Dwelling			Traffic Generation (44 units)		
	Arrivals	Departures	Two-way	Arrivals	Departures	Two-way
0800-0900	0.127	0.325	0.452	6	14	20
1700-1800	0.303	0.161	0.464	13	7	20
Daily (0700-1900)	2.171	2.210	4.381	96	97	193

6.0 TIMESCALES

- 6.1 It is intended that a full Travel Plan based on this Framework will be prepared, approved and implemented within 6 months of first occupation of the proposed development, in accordance with guidelines.
- 6.2 Preparation of the Full Travel Plan (TP) will commence within 6 months of first occupation, and will be informed by travel surveys obtained from the new residents. This will ensure it is based on accurate survey data obtained from those actually living on-site, thereby ensuring that realistic and achievable targets are set. Surveys shall be issued to each new resident, in addition to an annual survey across the whole site until 5 years after full occupation of the completed development.
- 6.3 The Framework TP will seek to maintain the trip rate from the site at a level consistent with that predicted within the Transport Statement.

7.0 OBJECTIVES

- 7.1 Government guidelines outlined in the NPPF states that a key tool to facilitate sustainable transport is in a FTP. A development that generates significant amounts of movement should be required to provide a FTP.
- 7.2 With consideration to current National, regional and local policies the main objectives of the TP will be as follows:
- change travel behaviour of residents;
 - achieve environmental improvements in proximity to the redevelopment site;
 - promote environmentally sustainable travel patterns through effective communication and marketing;
 - ensure that all residents are aware of the range of travel choices available to them;
 - minimise journeys to and from the site by car and;
 - maintain travel patterns and identify opportunities to encourage travel by sustainable modes.
- 7.3 The primary objective of the TP will be to focus on travel by residents. Residents will make regular trips and this represents the best opportunity to influence travel patterns and meet the objectives of the Plan.

8.0 TARGETS

- 8.1 Whilst accurate survey data cannot be obtained until the development has been fully occupied, it is recognised that sustainable SMART targets can be identified, which can be revised once the necessary information has been gathered.
- 8.2 "SMART" targets need to be specific, measurable, achievable, realistic and time bound. The areas to be targeted within this Travel Plan have been identified in Table 3.

Table 3: "SMART" Targets

Objective	Targets	Dates		
		Year 1	Year 2	Year 3
Reduce the need to travel	% Residents using home deliveries on regular basis (monthly)	2.5% ↑	5% ↑	7.5% ↑
Promote Alternative Modes	% Residents travelling by car as a single occupant	2.5% ↓	5% ↓	7.5% ↓
Promote Linked Trips	% Residents undertaking linked trips in favour of single destination trips	2.5% ↑	5% ↑	7.5% ↑

8.3 The target figures provided above are indicative at this stage, as these will entirely depend upon the results of the initial Travel Survey to be undertaken within six months of occupation.

8.4 The above targets have been chosen as, whilst they are largely dictated by the characteristics of the site, they also comply with the wider objectives of both the Local Transport Plan and the Local Plan Saved Policies, in that they seek to reduce reliance on the private car and promote sustainable means of transport.

Travel Surveys

8.5 As the site is currently vacant and the new development has not commenced no initial travel surveys can be conducted. Such surveys will be carried out after the first 20 dwellings have been occupied, 12 months later, and every two years thereafter.

8.6 These travel surveys will be carried out in accordance with the guidelines for monitoring travel plans developed by TRICS. They will take two different forms.

8.7 Firstly, there will be a questionnaire survey of all residents conducted over one week asking for mode of travel information for different journey-purpose trips such as journeys to work, shopping, accompanying children to school, etc. Such a survey shall aim to receive a minimum response rate of 35% and those undertaking the survey will be entered into a prize draw.

8.8 The second part of the travel survey will comprise physical traffic flow and occupancy counts at the entry and exit point to the development so as to establish vehicular trip rates at different times of the day and over the day as a

whole. The physical survey will include manual counts of pedestrians, cyclists and public transport users in order to accurately assess modal share. This physical survey will be conducted on two days at the same time as the questionnaire survey.

- 8.9 By utilising a common methodology, changes in car usage over time can then be determined.

9.0 MEASURES

- 9.1 In order to meet the objectives and targets set out in this FTP, a range of measures are necessary, and these have been outlined in the following paragraphs.

Travel Plan Co-ordinator (TPC)

- 9.2 A fundamental, key, component of the Plan will be the appointment of a TPC (organised through the Site Management Company) who will liaise with a Residents Travel Group and the Local Authority to agree measures to encourage residents and staff to utilise sustainable forms of travel.

- 9.3 The responsibility of the TPC will include:
- overseeing the development and implementation of the Travel Plan in line with this FTP;
 - provision and maintenance of public transport information;
 - management of cycle parking at the development;
 - designing and implementing effective marketing and awareness-raising campaigns to promote the Plan and utilise existing travel awareness campaigns such as 'walk to work week' and 'bike week';
 - setting-up, co-ordinating and attending transport user groups;
 - promoting the benefits of sustainable travel;
 - surveying travel patterns and working on objectives and targets to reduce the reliance on the private car;

- negotiating with local taxi companies with the aim of securing travel discounts and a preferential service and advertising these to residents and staff;
- surveying travel patterns and working on objectives and targets to reduce reliance on the private car;
- co-ordinate the necessary data collection exercise required to monitor and develop the plan, and;
- liaise with residents and staff as well as the Local Authority.

Resident's Travel Group

- 9.4 The Travel Plan Co-ordinator will be supported by a Resident's Travel Group which will be formed through the Site Management Company. Invitations to this group will also be extended to the Highway Authority (HCC) and the Local Planning Authority (LPA).
- 9.5 The Resident's Travel Group will meet at an appropriate frequency so as to allow the FTP to become well established.

Information Packs

- 9.6 All residents will be issued with an information pack from which they can make informed decisions about the travel mode they select. The information packs will include details on all travel options available to them, as well as the services and amenities provided locally and will be supplied to each resident on first occupation. The provision of such information is essential in forming sustainable travel habits early before residents/staff settle into a habit of driving when a sustainable alternative may be more suitable.
- 9.7 The information packs will include:
- Information on the aims and objectives of the Travel Plan, for example the benefits to the environment of reduced car use and the health benefits of walking and cycling.
 - Information on personalised travel planning services.
 - Information on services and amenities provided locally.

- Information on the formation of a Resident's Travel Group to afford those residents, who are interested, an opportunity to discuss the TP and suggest alternative measures/schemes.
- Maps showing the pedestrian and cycle routes in proximity to the site, including cycle parking locations, and destinations of local facilities with routes and journey times by walking, cycling and public transport.
- Train and bus service information including late night travel advice to highlight the services available.
- Advice on measures to reduce the need to travel such as details of existing car sharing databases in the area, and details of Car Club and cycle hire schemes.

Home Working and Home Deliveries

- 9.8 Consideration will be given to each dwelling being provided with superfast broadband to facilitate working from home.
- 9.9 Consideration will be given to the provision of a secure drop-off box will be provided for each dwelling to allow home deliveries to be scheduled when the occupants are at work etc.

Electric Vehicles

- 9.10 Consideration will be given within the site layout to the installation of the infrastructure to permit electric vehicle charging.

Notice Boards

- 9.11 Notice boards will be located throughout the site and within the community hall and will provide important travel information for residents. The TPC will be required to maintain the notice boards to ensure the information is up-to-date. The notice boards will be installed within 3 months of first occupation.
- 9.12 Following the 5 year Travel Plan period, the Site Management Company will ensure the Notice Boards are maintained and the information displayed on them is up to date.
- 9.13 The Notice Boards will provide a secondary source of travel information, updates on improvements and proposed new measures. Residents will be made aware

of improvements to infrastructure or planned engineering works to ensure that they can plan their affected journeys. In addition, information will also be disseminated via a newsletter.

Newsletter

- 9.14 It will be the responsibility of the TPC once a Monitoring Report has been issued to the Council, to report on the results to staff and residents by means of a newsletter.

Car-sharing

- 9.15 The TPC will promote a car-sharing scheme for residents. The notice boards will carry literature promoting material and local lift-share databases such as www.liftshare.com, as well as matching people together on-site. Car-sharing may also prove beneficial at the beginning and end of the school term when shared trips may become more feasible.

Provision of Public Transport Information

- 9.16 The noticeboard that is to be set up at the site is to contain all the relevant public transport information for services in proximity to the site, including the train station and connecting bus services.

Travel Plan Funding

- 9.17 Funding for the Travel Plan will be provided initially by Telstar. At this stage, the on-going cost of the TP is unknown, however, it is envisaged that after the first year a clear indication of cost could be provided. Telstar are aware of the potential time and cost implications of this work, and undertake to provide the necessary time and funding to ensure the nominated Travel Plan Co-ordinator can undertake the role to the best of their ability.
- 9.18 An indicative figure of circa £2,000 per annum covering an administration proportion of salary will be allocated to run the Travel Plan. This would total £10,000 over the 5 year period of the Plan.
- 9.19 This figure would cover the time required to run the Travel Plan, including regular updating of information, personal travel planning etc. The cost of cycle parking

and car parking would be covered within the initial build costs. It is envisaged that one day a month will be provided for the TPC to undertake their duties.

- 9.20 Another on-going cost, over and above the day-to-day running of the scheme, is the annual monitoring report which would need to be submitted to the Authority.
- 9.21 To collect travel data on an annual basis, analyse and report on the results, Telstar will be budgeting a further £1,000 per annum, totalling a further £5,000 over 5 years.
- 9.22 Whilst the actual costs will be properly realised once the Travel Plan has been up and running for a year, Telstar will be budgeting an initial £15,000 to the Travel Plan for a five year period.
- 9.23 The following Actions, shown in Table 4, have been set with the aim of reducing single occupancy car trips and to encourage the use of more sustainable forms of transport.

Table 4: Actions

Action	By When	By Whom	Indicative Cost
Provide Travel Plan Co-ordinator	Three months before first occupation of the site	Developer	£15,000 over 5 year period
Provide travel information on website	On first occupation	Travel Plan Co-ordinator/ Developer	Included within TPC duties
Promotion of walking routes	On first occupation	Travel Plan Co-ordinator/ Developer	Included within TPC duties
Provision of cycling routes	On first occupation	Travel Plan Co-ordinator/ Developer	Included within TPC duties
Secure cycling discounts/vouchers	On first occupation	Travel Plan Coordinator	£3,500
Encourage use of public transport	On first occupation	Travel Plan Co-ordinator/ Developer	Included within TPC duties
Conduct first travel survey of staff/visitors	Within first six months of first occupation	Travel Plan Co-ordinator	£1,000 per annum
Survey prize	Following completion of each travel survey	Travel Plan Co-ordinator	£25 for each survey.
Prepare revised TP with regards to data gathered from initial staff/visitor survey and agree target reduction over first 5 years. Submitted for approval by HCC	Within three months of survey data being received	Travel Plan Co-ordinator	£1,000 per annum
Conduct further monitoring surveys to track progress against agreed target	Once every three years	Travel Plan Co-ordinator	£1-2,000 per annum

10.0 ONGOING MANAGEMENT

- 10.1 The ongoing management of the TP will be conducted by the TPC appointed by the developer, to ensure that the measures outlined within the FTP are implemented and that suitable monitoring of targets is undertaken.
- 10.2 The TPC will be appointed prior to first occupation, in order to ensure someone is on-site during the early stages of development. The details of the TPC will be provided by the Local Planning Authority (LPA) prior to first occupation and details of any changes in personnel will be forwarded as necessary.

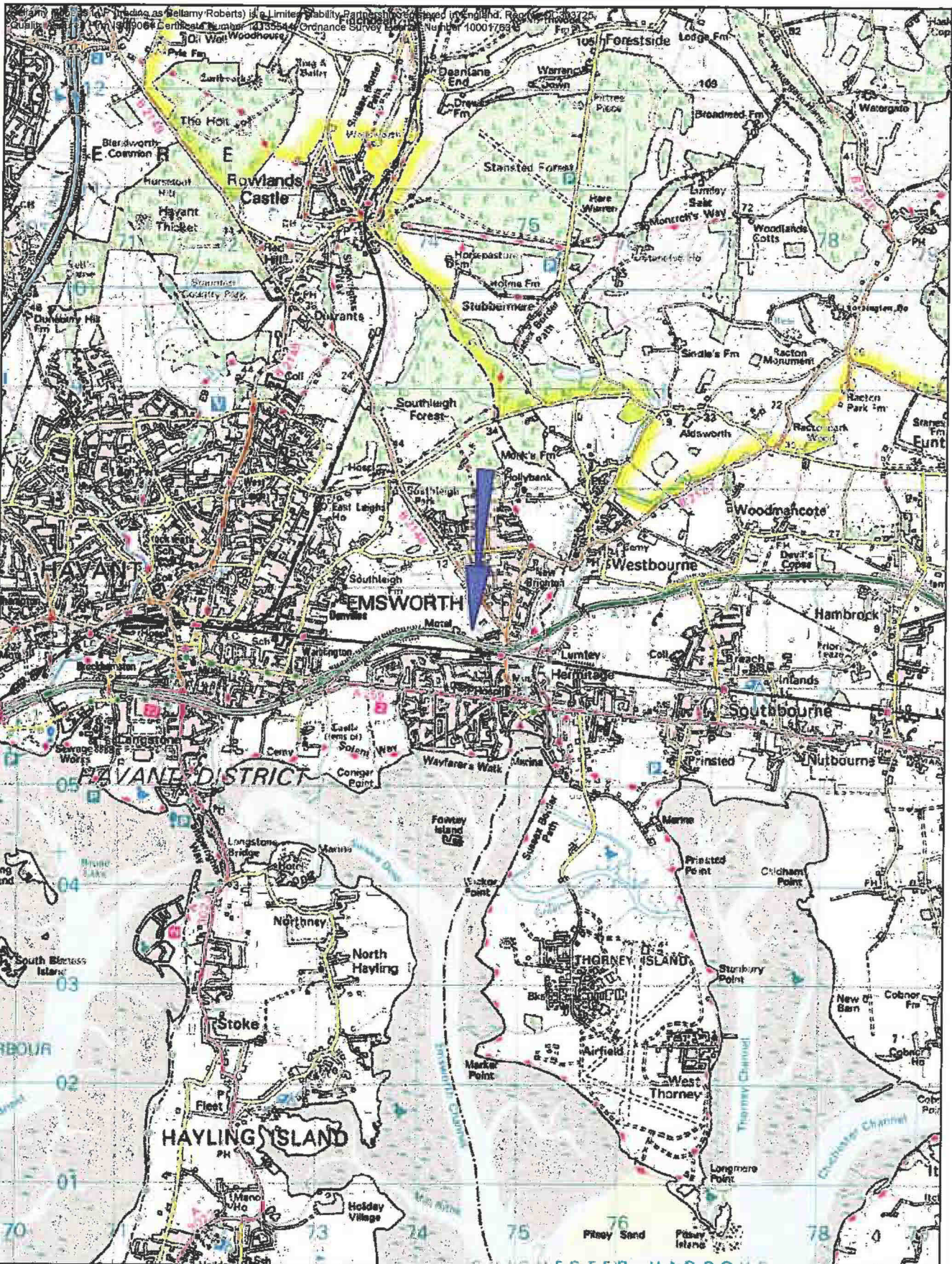
- 10.3 The TPC will liaise directly with the Resident's Association regarding the on-going management of the Plan.

11.0 MONITORING

- 11.1 In order to ensure the measures outlined in this TP are achieving the set targets, monitoring will need to take place at regular intervals. Regular monitoring surveys should be undertaken to determine whether the targets are being achieved.
- 11.2 To determine the initial travel characteristics of the site, a travel questionnaire will be submitted alongside the Travel Information Pack. The surveys will be undertaken at intervals of every other year after occupation, and this programme of surveys will continue until five years after full occupation of the final phase of development. A sample travel questionnaire has been attached at **Appendix 5**.
- 11.3 The results of the surveys shall be forwarded to the relevant Authorities within 3 months of them being received, with the TPC being available to meet with the Authority to discuss the findings, if required. The information submitted will take the form of a 'Monitoring Report' and will summarise the results of the survey and determine the current modal split. This will then be compared with the targets to determine whether the Travel Plan measures are having the desired effect. Should this not be the case, promotional measures will be increased as necessary.

APPENDICES

APPENDIX 1



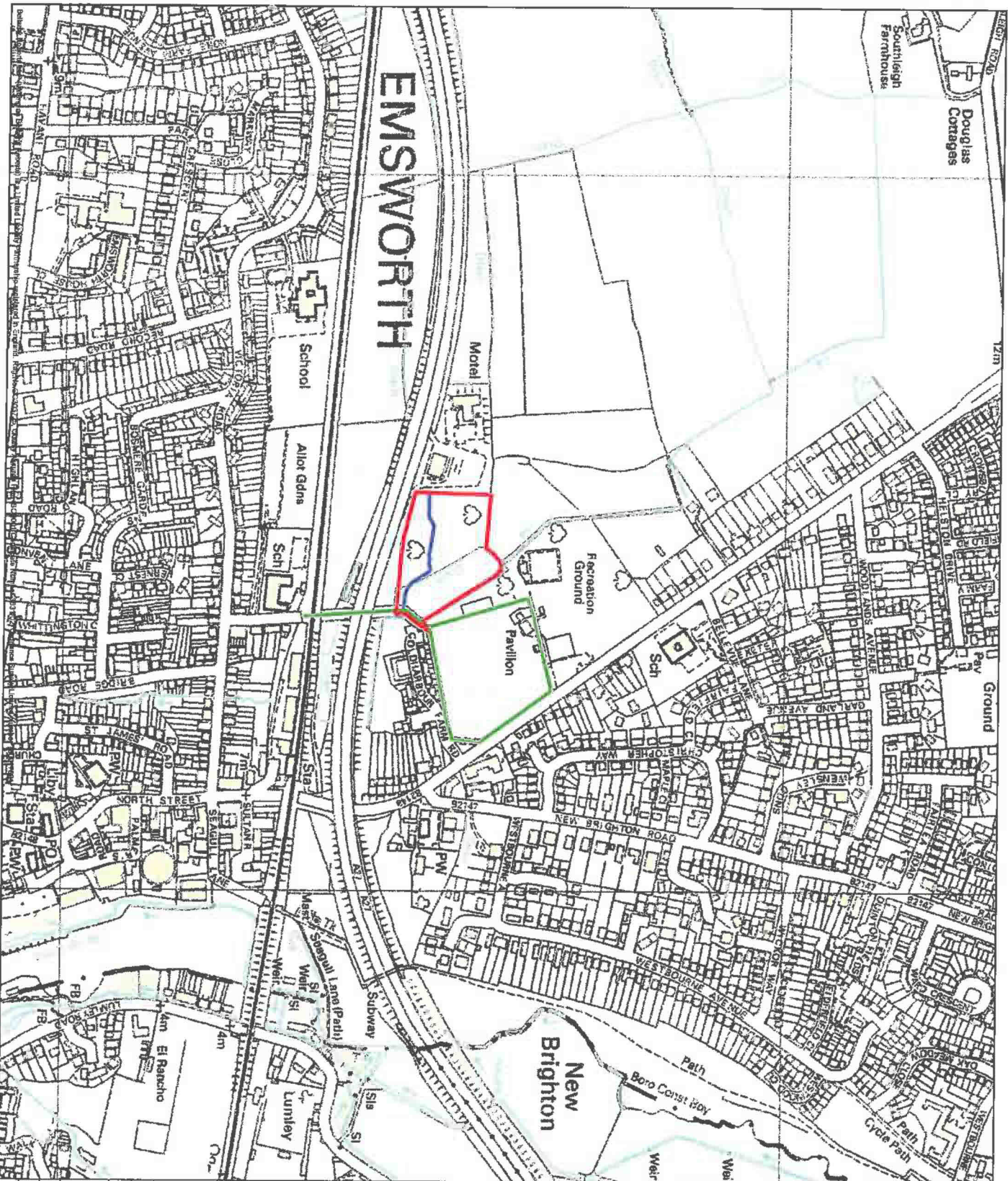
PROJECT	Coldharbour Farm Road, Emsworth
TITLE	Site Location Plan



Clover House
Western Lane
Odiham
Hampshire, RG29 1TU
Tel: 01256 703355
Email: info@bellamyroberts.co.uk

DATE	20/05/19	DRAWN BY	ARM
SCALE	1:50,000 @ A4	CHECK BY	MT
CLIENT	Telstar		
DRAWING No.	5314 / 301	REV No.	A

APPENDIX 2



Notes

Key

- Proposed footway/cycle link
- Existing footway



Oliver House
Western Lane
Odiham
Hampshire, RG29 1TU
Tel: 0726 703355
Email: info@westernlane.co.uk

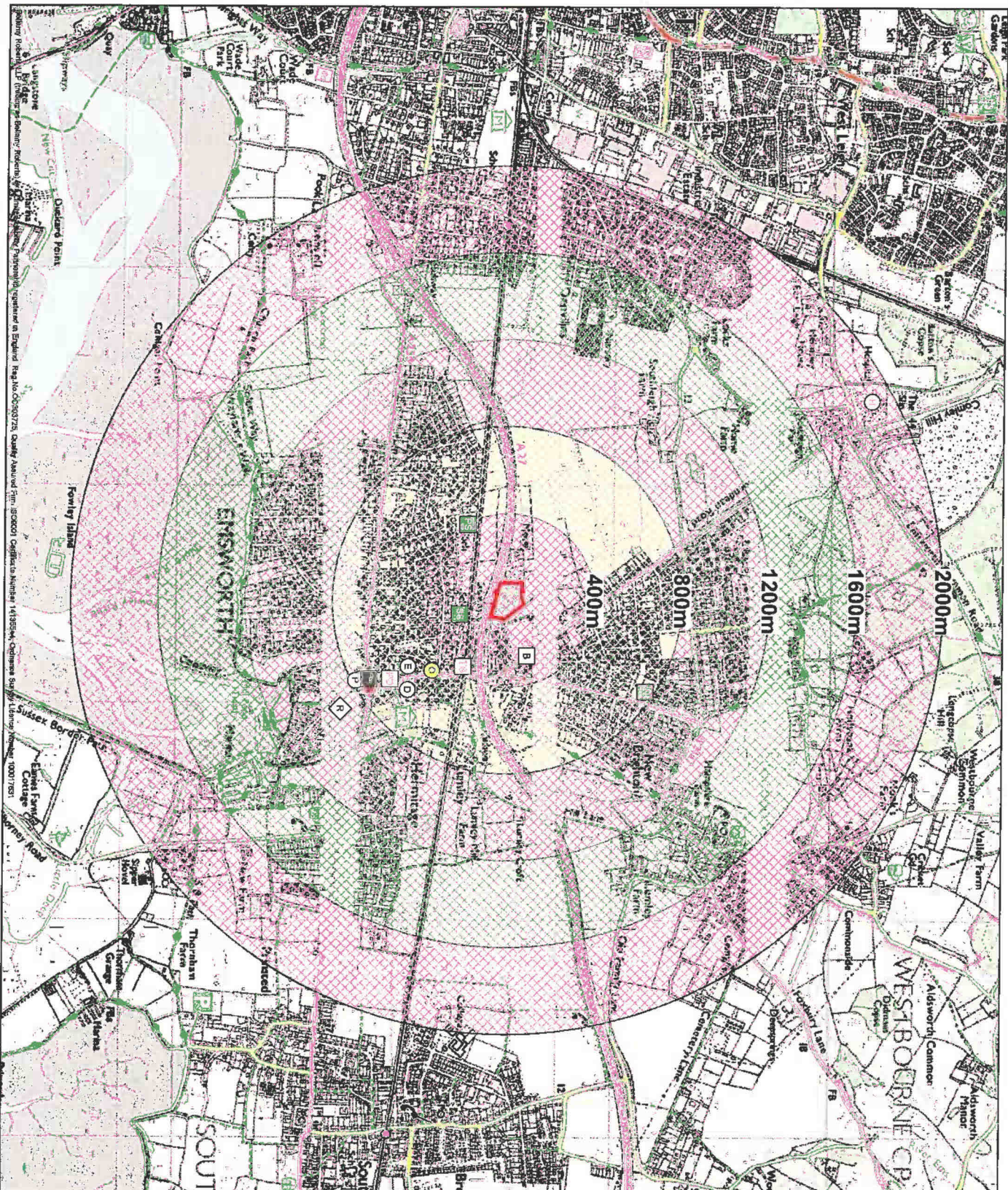
Telstar

Coldharbour Farm Road, Emsworth

Local Pedestrian Facilities

DATE	BY	DATE	BY
03/07/19	ARM	53/14/304	MT
15,000 @ A3		A	

APPENDIX 3



Notes

Walking Isochrones

- 0m - 400m
- 400m - 800m
- 800m - 1.2km
- 1.2km - 1.6km
- 1.6km - 2km

Facilities

- D Dentist
- Doctor
- O Optician
- P Pharmacy
- H Hospital
- PO Post Office
- E Places to Eat/Drink (Pubs, Restaurants etc.)
- N Nursery
- Primary School
- Secondary School
- R Retail
- TS Train Station
- B Bus Stop



Other House
Western Lane
Oxford
Hampshire, RG29 1TU
Tel: 01295 705555
Email: info@beyondhamp.co.uk

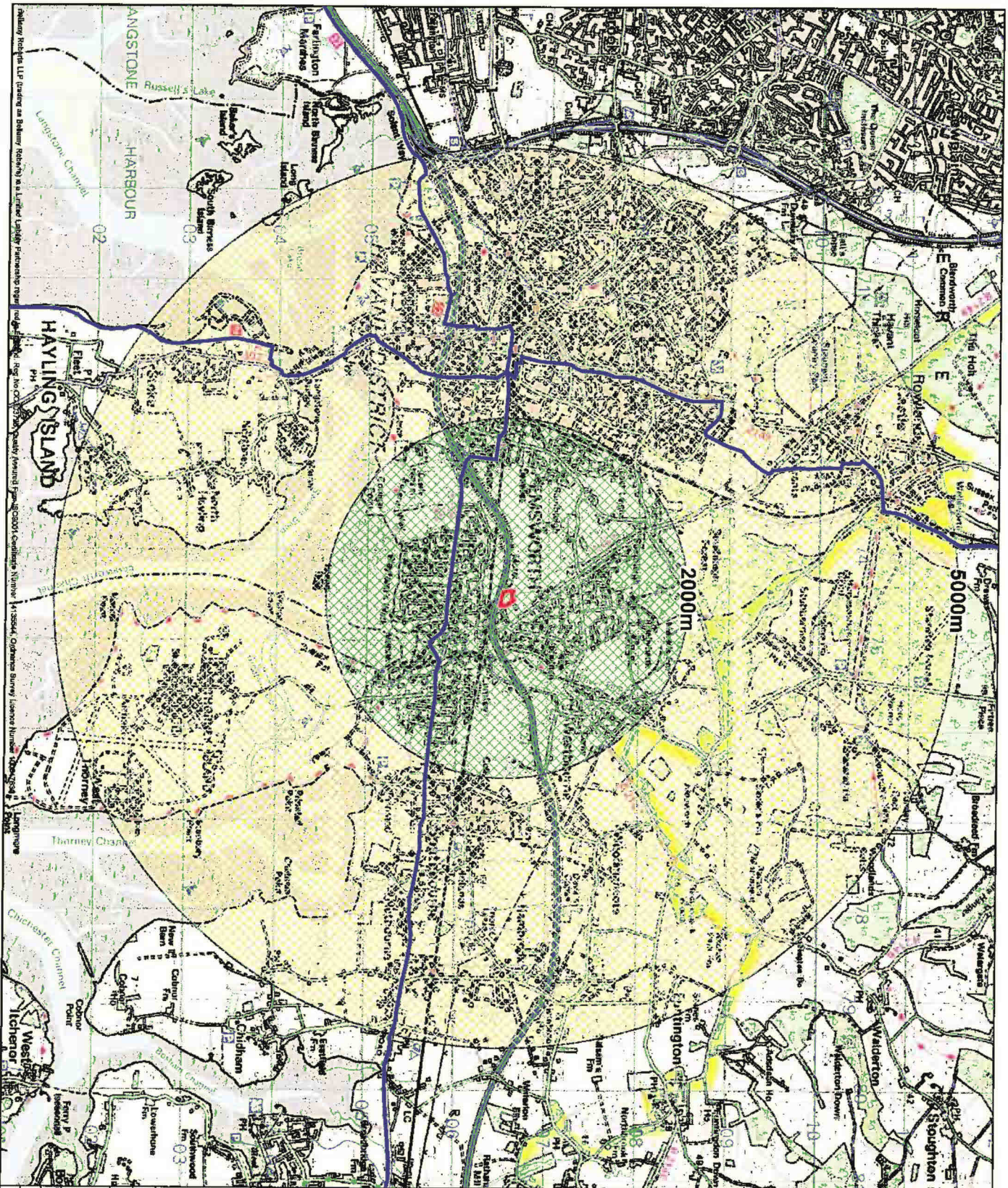
Telstar

Coldharbour Farm Road, Ensworth

Pedestrian Isochrone

DATE	TIME	DATE	TIME
ARM	20/05/19	MT	
NTS @ A3	53/14/302	A	

APPENDIX 4



Notes

— National Cycle Route

Cycling Isochrones

0 - 2km

2 - 5km



Oliver House
Western Lane
Odiham
Hampshire, RG29 1TU
Tel: 01256 703555
Email: info@bicycleisochrone.co.uk

Client:

Teistar
Coldharbour Farm Road, Emsworth

Cycle Isochrone

DATE	ARM	DATE	MT
20/05/19		5314/303	A
NTS @ A3			

APPENDIX 5

RESIDENTIAL TRAVEL SURVEY

Introduction

As part of the monitoring process for the Residential Travel Plan, we are currently conducting a travel survey. We would therefore be grateful if one member of your household could complete this brief survey which will help us to better understand your travel patterns, needs and how we may be able to assist with your travel requirements.

A Residents Travel Group is in operation where you can discuss the Travel Plan and suggest alternative measures and schemes in order to meet the targets of the Plan. If you would like to join the Residents Travel Group, please get in touch with the Travel Plan Coordinator, details below:

TPC Contact Details

All residents who complete this survey will be entered into a prize draw. Please provide your name and address in the space below to be included within the draw.

The survey will take approximately 5 minutes to complete and all responses will be treated confidentially.

Name:.....

Address:.....

Q1:	Did you find the transport information provided in the Welcome Pack easy to understand?	✓
	Yes	
	No	
	Did not receive Welcome Pack	

Q2:	Does your household have access to...	✓
	1 car?	
	2 or more cars?	
	N/A	
	Bicycle	
	Motorbike/Moped	

Example Residential Travel Survey

Q3:	In a typical week how do you normally travel to the following and how often do you make this journey?			
	Journey to	Postcode of Workplace	How	How often per month
	Work			
	University			
	Grocery Shopping			
	Other Shopping			
	Leisure (Gym/Pool/Cinema)			
	Health (GP/Hospital)			
	Other (Please State)			

How:

Car on your own (C)

Car share (CS)

Public Transport (P)

Walk (W)

Cycle (C)

Other (O)

Q4:	If you drive to work, where do you normally park?		✓
	Free parking at work		
	Paid parking at work		
	Free on-street parking		
	On-street paid parking		
	Park and Ride		
	Other		

Q5:	If you drive to work how many passengers do you carry (excluding yourself)?	

Q6:	Which of the following changes would most encourage you to cycle for journeys in the local area? (If you already cycle, which would you most like to see?)		✓
	Safer, better lit cycle paths		
	Improve cycle paths on the journey to town centre/rail station		
	Improve cycle parking at this development		
	Arrangements to buy a bicycle at discount		
	Improved crossing facilities		
	Improved cycle parking at local facilities – where?		
	None of the above		
	Other (please specify)		

Example Residential Travel Survey

Q7:	Which of the following changes would most encourage you to walk for journeys in the local area? (If you already walk, which would you most like to see?)	✓
	Cleaner, better maintained footways	
	Better street lighting	
	More improved pedestrian crossing points	
	None	
	Other (please specify)	

Q8:	Which of the following changes would most encourage you to car share? (If you already car share, which would you most like to see?)	✓
	More help finding car share partners who have similar work patterns	
	More information regarding car sharing i.e. benefits and cost savings	
	None	
	Other (please specify)	

Q9:	Did you know this development operated a Travel Plan?	✓
	Yes	
	No	

Q10:	If Yes, how did you find out about the Travel Plan?	✓
	During the sales process	
	Word of mouth	
	Development publication/newsletter/notice board/website	
	Personalised travel planning process	
	Other (please specify)	

Q11:	Would you like to receive more information regarding the Travel Plan?	✓
	Yes	
	No	

Comments

Should you have any other comments on any issues relating to the Travel Plan, please provide them in the space below:

APPENDIX 5
FORM OF BOND

The Guarantee Bond is made as a deed **between the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):-**

- (1) The 'Contractor' as principal
- (2) The 'Guarantor' as guarantor, and
- (3) The 'Employer'

Whereas

- (1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works') upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

Now this deed witnesses as follows:-

- 1 The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to the obligation to carry out the works.
- 2 The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount') but subject to such limitation and to clause 4 the liability of the Guarantor to pay the Bond Amount shall be co-extensive with the liability of the Contractor to pay the Damages under the Contract.
- 3 The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond.
- 4 Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and stating that the amount being demanded has been established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and takes into account all sums due or to become due to the Contractor has been made upon and received by the Guarantor before Expiry.
- 5 The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

- 6 The Guarantee Bond and the benefit thereof shall not be transferred or assigned without the prior written consent of the Guarantor and the Contractor.
- 7 The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.
- 8 This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

The Schedule

The Contractor:

The Guarantor: **Bank's details**

The Employer: **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service
Plaza Civic Centre Road Havant Hampshire PO9 2AX

The Contract: *insert details of the S106 Agreement*

The Works the construction of a Sustainable Drainage system in accordance with paragraphs xxx of Schedule xxxxx to the Contract

The Bond Amount: The sum of (£xxxxxxx) xxxxxxxx pounds sterling only

The Expiry Date: This Bond will expire on the date of completion of the Work and upon receipt of a written notice confirming that the Council is reasonably satisfied with the Works.

In witness whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this _____ day of _____ 20xx

EXECUTED as a DEED by DEVELOPER)
in the presence of:-)

Director

Director/Secretary

EXECUTED as a DEED by affixing the)
COMMON SEAL of xxxxxxxxxxxx)
BANK)
in the presence of:-)

Director
Director/Secretary

