DATED 28th JUNE **2021**

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(2) HAMPSHIRE COUNTY COUNCIL

and

(3) HAYLING ISLAND BUILDERS LIMITED

and

(4) BDW TRADING LIMITED

and

(5) THE ROYAL SOCIETY FOR THE PROTECTION OF BIRDS

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to land at Sinab Lane, Hayling Island

Ref: RB/012813

THIS AGREEMENT is madfi on 28th JUNE 2021

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant P09 2AX **(Council);**

2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, S023 BUJ **(County Council)**;

3. **HAYUNG ISLAND BUILDERS LIMITED** incorporated and registered in England and Wales with company number 00677957 whose registered office is at Unit 2 Castle Business Village, 36 Station Road, Hampton, TW12 2BX; **(Owner)**

4. **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LEO7 1UF **(Developer)**; end

5. THE **ROYAL SOCIETY FOR THE PROTECTION OF BIRDS** registered charity with number 207076 and Scottish Registration Humber SC037654 of The Lodge, Potton Lane, Sandy Bedfordshire, SG19 **2DL (RSPB)**.

BACKGROUND

(A) For the purposes of the Act, tho Council and the County Council are the local planning authorities for the area within which the Land is situated.

m 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 1935 and 2000.

(G) The County Council is also the Education Authonty for Hampshire.

m The County Council owns and maintains the northern part of the Hayling Billy Trait under title number SH33792 that abuts part of the Land ("Billy Trail North").

m The Council owns and maintains the southern part of the Hayiing Billy Trail under title number SH28IG0 ("**Bilty Trail** South").

(F) The Hayiing Billy Trail is not on the definitive map as a public right of way footpath/cycle route only permissive rights exist over the footpath/cycle route.

(G) The Owner is the freehold owner of part of tine Land which is registered under title number HP33369.

(H) The Developer is the beneficiary of a unilateral notice registered under title number HP36369 in respect of a purchase agreement dated 6 July 2016 made between the Owner and the Developer for part of the Land conditional on the grant of the Planning Permission.

(I) The RSPB is the freehold owner of part of the Land which is registered under title numbers HP12737 and HP16365.

(J) The Developer has submitted the Application to the Council for permission to develop the Land in accordance with the Planning Permission.

(K) The Owner and the Developer enter into this Agreement in anticipation of the grant of Planning Permission being made subject to the Owner and the Developer entering into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.

(L) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council and the County Council against the Owner and the Developer and their successors in title.

The parties agree as fallows:

1 DEFINITIONS

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

"Access Date"	means in relation to the Owner's Bird Mitigation Area ten Working Days after the date of this Agreement and in relation to the RSPB Bird Mitigation Area ten Working Days after the date of this Agreement.
"Act"	means the Town and Country Planning Act 1990.
"Affordable Dwellings"	means 53 Dwellings to be constructed on the Land and 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 determined 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 £14,927 to be paid by the Owner to the Council in lieu of the provision of 0.5 of a unit of Affordable Housing as a contribution towards the provision of off-site affordable housing in accordance with Policies CS9 and CS21 of the Havant Borough Local Plan (Core Strategy).
'Affordable Housing Mix"	means the mix of Affordable Dwellings, in terms of the number, size and tenure and set out at paragraph **1** of Schedule 1 or such other number, size and tenure as agreed in writing with the Council.
"Affordable Housing Plan"	means the plan titled Affordable Housing Plan with drawing number PL-08 Revision P11 identifying the siting of the Affordable Dwellings at Appendix 2 to this Agreement or

	such alternative plan as may be agreed in writing with the Council. ·(alternative plan agreed 24/6/26)
"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 Council as may be constituted under any legislation replacing that provision; or (b) such other body eligible to receive grant monies from the Council or Homes England and able lawfully to own or manage housing for Eligible Persons and approved by the Council; or (c) any company or organisation specialising in the delivery of Affordable Housing and approved by the 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 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"	titis deed of Agreement
"Application"	means the application submitted by the Developer to the Council for planning permission to carry out the Development and given the Council's reference number APP/20/01093.
"Billy Trail"	means the permissive Footpath/cycle route that travels along the Billy Trail South Furniss Way North to Langstone Road.
"Billy Trail North Contribution"	means the sum of £8,835.00 payable to the County Council towards the maintenance and improvement of the surface of the Billy Trail North.
"Billy Trail North Connection"	means a 26 metre permissive footpath route connection to he constructed by the County Council between points A and B on drawing N81:2517 PL-06 Rev P 10 annexed at Appendix 11 that connects the Land to the Billy Trail North
"Billy Trail North Connection Contribution"	means the sum of £30,000.00 payable to the County Council towards the cost of the Billy Trail North Connection this contribution includes path surface construction replacement and maintenance of the footpath route connection and fencing between points A and B and

	conservation works of the Hayling Billy Local Nature Reserve.
"Billy Trail South Connection"	means the construction of approximately 1 metre permissive footpath/cycle route connection at point C on drawing N81:2517 PL-06 Rev P 10 that connects the Land to the Billy Trail South annexed at Appendix 11.
"Billy Trail South Contribution"	means the sum of £5,000 payable to the Council as a contribution towards the management and maintenance of the Billy Trail South which shall include path surface and maintenance of the footpath connection as a consequence of the increased usage of the footpath due to the Development.
"Bond"	means a bond issued by a Surety in the form annexed at Appendix 8 to this Agreement (or such other form as the Council shall approve) 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"	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, the Wintering Bird Mitigation Area Works, site clearance, demolition work, archaeological and ecological 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 occupiers of the Dwellings as a whole or to enhance their occupation and shall without prejudice to the generality thereof include the Permissive Paths, communal parking areas, footways, footpaths, landscaped areas, street lighting and amenity spaces; but excluding: (a) a Dwelling or the curtilage of a Dwelling; (b) internal communal areas forming part of any residential block of flats, such as stairwells, lifts, lighting etc; and (c) the RSPB Bird Mitigation Area and that part of the Owner's Bird Mitigation Area to be transferred to the RSPB.

"Community Orchard One"	means approximately 0.10ha forming part of the Residential Development Land and shown edged green and marked "Area 3" on the Open Space Plan which is to be laid out and intended for use as a community orchard for the planting of fruit and nut trees in accordance with the details approved in writing by the Council and made available for use by members of the public and Occupiers of the Dwellings.
"Community Orchard Two"	means approximately 0.25ha forming part of the Residential Development Land and shown edged purple and marked "Area 1" on the Open Space Plan which is to be laid out and intended for use as a community orchard for the planting of fruit and nut trees in accordance with the details approved in writing by Council and made available for use by members of the public and Occupiers of the Dwellings.
"Community Project Worker Contribution"	means the sum of £48,750 as a contribution towards the provision of a suitably qualified and experienced person employed by the Council to assist in the establishment of a successful and cohesive local community within the Development and to promote integration with existing communities in the vicinity of the Development
"CPI"	means the consumer prices index published by the Office of National Statistics
"Completion of Mitigation Works Certificate"	means a certificate to be issued by the Council pursuant to paragraph 2.5 of Schedule 7 certifying that it is satisfied that the Wintering Bird Mitigation Area Works have been completed in accordance with the approved Wintering Bird Mitigation Strategy.
"Countryside Service Contribution"	means the contribution to the County Council for A) Billy Trail North Contribution B) Billy Trail North Connection Contribution.
"Development"	means the erection of 195 Dwellings and associated open space, pumping station, sub-substation and formation of new vehicular access off Sinah Lane including the change of use of land from agriculture to use as a Wintering Bird Mitigation Area in accordance with the Planning Permission
"Director"	the Director of Economy Transport and Environment at the County Council or his appointed representative for the time being or successor
"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 Residential Development Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.
"Education Contribution”	means the sum of £860,550 Index Linked in accordance with Clause 14 and payable to the County Council as a contribution towards the proposed expansion of Mengham Infant and Junior Schools.
"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 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 12 to determine a dispute.
"Full Travel Plan”	means the travel plan prepared by Paul Basham Associates dated November 2020 and attached as Appendix 9 to this Agreement.
“Health Contribution"	means the sum of £31,200 payable to the Council as a contribution towards increasing the capacity of existing health care facilities in the vicinity of the Land to accommodate the increased demand for such services as a result of the Development.
“Help to Buy Agent”	means the body nominated by Homes England to be responsible for Low Cost Home Ownership nominations within the administrative area of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing

“Highways Agreement”	means an agreement made under section 278 and/or section 38 of the Highways Act 1980 to secure the Highway Works
“Highway Contribution”	means the contribution to the County Council for the sum of £679,800.00 index linked in accordance with clause 14 of this Deed for off site highway works towards improvements along the A3023 corridor up to, and including, the A27 roundabout.
"Highway Works Completion Standard”	means completion of the Highway Works to the reasonable satisfaction of the County Council as evidenced by the issue of a certificate of completion for the Highway Works performed under a section 278 agreement or the issue of a part 2 certificate for Highway Works performed under a section 38 agreement.
“Highway Works”	means the highway works to provide site access works as detailed in principle on drawing number 041.0031.003 Rev J attached at Appendix 3 to this 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 Council's administrative area by any registered provider or if such body ceases to exist or is superseded any such successor body or organisation and including the Regulator of Social Housing where the context so requires
“Index”	means either; (a) CPI; or (b) as specified in accordance with clause 14; and where no index is specified CPI shall apply
“Index Linked”	means increased in accordance with the following formula; Amount payable = the payment specified in this deed 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 tending rate of the Barclays Bank PLG from time to time
“Land”	means the freehold property known as land at Sinah Lane and shown edged red on the Plan and registered at the Land Registry with title numbers HP38369, HP16365 and HP12737.
“LAP”	means the local area of play to be provided as part of the Development having an area of 0.13 hectares and shown

	edged orange and marked "Area 4" on the Open Space Plan.
"Local Connection"	means a connection to the administrative area of the Council by virtue of: (a) existing or previous residence; (b) employment; (c) close family links through parents, siblings or offspring; or (d) any other connection as agreed with the Affordable Housing Provider and the 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 Owner 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 following: (a) the Common Parts; (b) the Open Space Land (c) the LAP; and (d) the 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 Owner and approved by the 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 Owner and the Council from time to time
"Monitoring Fee"	means the sum of £10,000 as a contribution towards the costs incurred by the 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
"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 0.19ha of the Land edged blue and marked "Area *T* and 0.05ha of the Land edged red and marked "Area 5” on the Open Space Plan to be provided as public open space land as part of the Development
“Open Space Plan”	means the plan with drawing number BDWS20660-13C attached as Appendix 4 to this Agreement.
“Owner’s Bird Mitigation Area”	means that part of the Land having an area of approximately 1.8 hectares and shown on drawing number N81:2517_012 Revision D3 at Appendix 7 to this Agreement
“Payer”	moans the person or persons that paid the relevant contribution required under the terms of this Agreement and if there are multiple persons then the returned amount shall be proportioned between them according to the percentage that the relevant person paid
“Permissive Paths”	means any unadopted road, footpath/cycle route, footway or other means of access constructed on the Land to serve the Development and the public
“Phase 1”	means that part of the development coloured pink and labelled “Phase 1" on the Phasing Plan.
“Phase 2”	means that part of the development coloured purple and labelled “Phase 2” on the Phasing Plan.
"Phase 3”	means that part of the development coloured blue and labelled "Phase 3" on the Phasing Plan.
“Phase 4”	means that part of the development coloured green and labelled "Phase 4" on the Phasing Plan.
"Phasing Plan”	means the plan with drawing number PL-14 Revision P4 at Appendix 5 to this Agreement.
“Plan"	means the site location plan attached at Appendix 1 to this Agreement with drawing number PL-01 dated June 2018.
"Planning Permission"	means the conditional planning permission that may be granted in pursuance of the Application
“Practical Completion"	means the issue of a certificate of practical completion of the Dwellings by the Owner's architect or in the event that Dwellings are constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect.

“Residential Development Land”	means that part of the Land excluding the Wintering Bird Mitigation Area and shown edged red on drawing number 013 at Appendix 6 to this Agreement
“RSPB Bird Mitigation Area”	means that part of the Land having an area of approximately 4.3 hectares and shown on drawing number 011 at Appendix 7 to this Agreement
"Safe Route To School Contribution”	means the contribution to the County Council in the sum of £35,000 towards improvements on the walking route from the Development to Mengham Infant School and Junior School
“Shared Ownership Dwellings”	means Affordable Housing leased to Eligible Persons 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
"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 Area 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 £131,507.15 payable to the Council as a contribution towards measures to mitigate against the impact of the Development to 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 Council and County Council.
“Surety”	means a bank or other financial institution as may be nominated by the Owner and approved by the Council for the Bond.
“Transfer”	means the draft transfer of the Owner's Bird Mitigation Area to the RSPB at Appendix 12 to this Agreement
“Travel Plan”	means the final and full form travel plan based on the Full Travel Plan for the Development such travel plan to be approved by the County Council in accordance with this Agreement
“Travel Plan Approval Fee"	means the sum of £1,500X10 payable by the Owner and Developer to the County Council towards the costs incurred

	or to be incurred by the County Council in approving the Travel Plan
"Travel Plan Cash Deposit"	means a cash deposit in the sum of £66,000 being the sum of the cost of implementation and compliance with the targets/measures of the Full Travel Plan (as estimated by the County Council) plus 10% thereof
"Travel Plan Co-ordinator"	means the travel plan co-ordinator to be appointed pursuant Schedule 3 of this Agreement
"Travel Plan Monitoring Fee"	means the sum of £15,000.00 payable by the Owner and Developer to the County Council in accordance with the provisions of Schedule 3 towards the costs to be incurred by the County Council in monitoring a Travel Plan
"TRO"	moans a traffic regulation order made pursuant to the Road Traffic Regulation Act 1984
"TRO Contribution"	means the sum of £5,000 payable to the Council to be applied towards the implementation (which reference shall include all connected administration, supervision and the carrying out) of a road traffic regulation order(s) imposing parking restrictions or other measures as necessary to mitigate the impact of the Development and allow the safe operation of the local highway network.
"Wintering Bird Mitigation Area"	means the land comprising the RSPB Bird Mitigation Area and the Owner's Bird Mitigation Area and shown on the Wintering Bird Mitigation Plan to be provided as a bird refuge area in order to mitigate the **impact** of the Development on the Wader and Brent Geese population.
"Wintering Bird Mitigation Area Commuted Sum"	means the sum of (three hundred and twenty six thousand one hundred and forty seven pounds (£326,147.00) to be paid to the RSPB and used towards measures and initiatives to maintain and protect the Wintering Bird Mitigation Area (other than that part of the Owner's Bird Mitigation Area which contains the SuDs) which may include the following, as referred to in Sections 5.0 and 6.0 of the Wintering Bird Mitigation Strategy (: • Creation of wet grassland for wintering waders and wildfowl • Management of wet grassland for wintering waders and wildfowl • Management of hedgerow on 3-year rotation • Maintenance of fencing, including replacement as required in the life of the Strategy • Replacement of two boards and 1 x viewpoint bench twice in the life of the Strategy
"Wintering Bird Mitigation Plan"	means drawing number BDWS20660 22J at Appendix 7 to this Agreement.

"Wintering Bird Mitigation Strategy”	means the the Sinah Lane, Hayling Island Wintering Bird Mitigation Strategy (February 2021) approved as part of the planning application (or subsequent updates, as agreed in writing with the Council).
"Wintering Bird Mitigation Area Works”	means the works shown on the Winter Bird Mitigation Plan
"Working Day”	a day other than a Saturday or Sunday or public holiday in England

2 INTERPRETATION

2.1 The clause 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 Council and County Council include any successor local planning authority exercising planning powers under the Act and any successor to the Local Highway Authority.

2.9 References to "including" mean "including, without limitation".

2.10 Any covenant by the Owner and the Developer 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.

2.13 Whenever this Agreement requires the agreement approval confirmation or consent of the parties such approval or consent is not to be unreasonably withheld or delayed and the parties shall take a reasonable approach.

3 STATUTORY PROVISIONS

3.1 This Agreement is made by deed pursuant to sections 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 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 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 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.

5 COVENANTS

5.1 The Owner and the Developer covenant with the Council and the County Council to comply, observe and perform the obligations in this Agreement where they are identified as the covenantors as set out in this Agreement.

5.2 The RSPB covenants with the Council to comply, observe and perform the obligations where they are identified as the covenantors as set out in this Agreement.

5.3 The Council and the County Council covenant with the Owner the Developer and the RSPB to comply, observe and perform the obligations where they are identified as the covenantors as set out in this Agreement.

5.4 The Owner, RSPB and the Developer covenant with and for the benefit of each other to comply, observe and perform the obligations where they are identified as the covenantor as set out in this Agreement and indemnify and keep indemnified each other from and against all liability actions proceedings costs claims losses demands damages and expenses incurred in connection with any breach non observance or non-performance of the obligations arising directly or indirectly as a result of the obligations or any breach or alleged breach of the terms of this covenant

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner and the Developer to use the Affordable Housing **Contribution**, the Billy Trail South **Contribution**, Health Contribution the Community Project Worker Contribution, the SRMS Contribution and the TRO Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owner and the Developer and the Council shall agree in writing

6.2 The Council covenants with the Owner and the Developer that following receipt of a written request to do so from the Payer to repay to the Payer the contributions as referred to in clause 6.1 such amount of the contributions which remains unspent or is not committed for expenditure in accordance with the provisions of this Agreement and (the contributions shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the contributions for the purpose which it is paid and which is reasonably likely to result in the fulfilment of that purpose) on the tenth anniversary of the date of receipt by the Council of the last instalment (where applicable) of such contribution together with interest accrued thereon {if any) at the Bank of England base rate from time to time for the period from the date of payment until the date of written request for refund.

7 THE COUNTY COUNCILS COVENANTS

The County Council covenants with the Owner and the Developer

7.1 To use the Education Contribution, , Highway Contribution, Safe Route To School Contribution, and the Countryside Service Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owner and the Developer and the County Council shall agree in writing.

7.2 Following receipt of written request to do so from the Payer to repay to the Payer such amount of the clause 7.1 contributions (except for the Countryside Service Contribution) which remains unspent or uncommitted by the letting of a contract on the tenth anniversary of the date of receipt by the County Council of the last instalment of such contribution together with interest accrued thereon (if any) at the rate from time to time prescribed under section 32 Land Compensation Act 1961 from the date of payment until the date of written request for refund.

8 REGISTRATION

This Agreement shall be registered by the Council as a Local Land Charge in the Register of Local Land Charges maintained by the Council.

9 RELEASE

9.1 No party shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Land or the relevant part thereof except in respect of any breach subsisting prior to parting with such interest.

9.2 No planning obligation contained in this Agreement shall be binding on any land held by any of the statutory undertakers for their statutory functions.

10 NOTtCES

10.1 The Owner, the Developer and the R3PB agree with the Council and the County Council to give the Council and County Council written notice within 10 Working Days of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged and such notice shall give details of the transferee's full name and

10.1.1 registered office where the transferee Owner is a company

10.1.2 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.

10.2 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.

10.3 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 Council and the County Council shall be marked for the attention of the Head of Legal.

10.4 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:

10.4.1 if delivered by hand, at the time of delivery; or

10.4.2 if sent by recorded delivery, at the time delivery was signed for.

10.5 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.

10.6 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.

11 COSTS OF THIS AGREEMENT

Upon completion of this Agreement the Owner shall pay to the Council and the County Council their reasonable and proper legal costs, in connection with the preparation, negotiation and completion of this Agreement together with the County Council's development control costs of £4,535.00.

12 DETERMINATION OF DISPUTES

12.1 Subject to clause 12.6, 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 12. 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.

12.2 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.

12.3 The Expert shall act as an independent expert and:

12.3.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

12.3.2 each party shall have a further ten Working Days to make written comments on the others representations and will copy the written comments to the other party;

12.3.3 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;

12.3.4 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;

12.3.5 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

12.3.6 the Expert shall use all reasonable endeavours to publish his decision within thirty Working Days' of his appointment.

12.4 Responsibility for the costs of referring a dispute to an Expert under this clause 12, 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.

12.5 This clause 12 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.

12.6 The provisions of this clause 12 shall not affect the ability of the Council or the County Council to apply for and be granted declamatory relief injunction specific performance payment of any sum damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

13 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.

14 INDEXATION

14.1 All contributions payable pursuant to this Agreement shall be Index Linked.

14.2 The SRMS Contribution shall be Index Linked in accordance with the figures supplied to the Council by the Solent Recreation Mitigation Partnership.

14.3 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 Council or the County Council (as appropriate) shall advise the Owner in writing.

14.4 The Highway Contribution to be paid to the County Council by the Owner and the Developer hereunder is required to be index linked and each relevant payment shall be increased by the percentage by which the Retail Price index ("RPI") published by the Office for National Statistics {or amendment or replacement thereof) increased from and including the 1st December 2019 to the date that the payment is paid to the County Council

14.5 The Safe Route To School Contribution and the Countryside Service Contribution are to be paid to the County Council by the Owner and the Developer hereunder is required to be index linked and each relevant payment shall be increased by the percentage by which the Retail Price Index ("RPI") published by the Office for National Statistics (or amendment or replacement thereof) increased from and including the date of this Agreement to the date that the payment is paid to the County Council;

14.6 The Education Contribution to be paid to the County Council (in its capacity as Education Authority) by the Owner and the Developer hereunder is required to be index linked and the relevant index shall be the BCIS All-in TPI from 4Q 2016 to the date that the payments is paid to the County Council

15 INTEREST

If any financial contribution due under this Agreement is paid late Interest wifi be payable from the date payment is due until the date of payment.

16 VAT

The parties to this Agreement acknowledge and agree the Financial contributions *in* this Agreement are not subject to VAT and no VAT shall be charged or recoverable in addition to the amount of the financial contributions specified in the Agreement.

17 WAIVER

No failure or delay by the 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 Owner 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.

18 TERMINATION

18.1 The obligations in this Agreement (with the exception of clause 11) shall cease to have effect if before the Commencement of Development, the Planning Permission:

18.1.1 expires;

18.1.2 is varied or revoked other than at the request of the Owner; or

18.1.3 is quashed following a successful legal challenge.

19 FUTURE PERMISSIONS

19.1 Subject to Clause 19.2 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.

19.2 This Agreement shall apply to any planning permission subsequently granted under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission or any subsequent 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 18.1.2 arise.

20 SPEND IN ADVANCE

If prior to the receipt of any of the contributions payable pursuant to the terms of this Agreement the Council and or the County Council incurs any expenditure in providing additional facilities to which it was intended to apply any such contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the Council and or the County Council may immediately following receipt of such contribution deduct there from a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such proportion of any such contribution shall not be the subject of any requirement to repay or account for it or any interest accrued thereon pursuant to the terms of this Deed and that such monies shall be and remain the property of the Council and or County Council and shall not be bound by the terms of this Agreement

21 JURISDICTION

21.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

21.2 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 boon duly executed as a deed and delivered on the date stated at the beginning of this document

SCHEDULE 1

AFFORDABLE HOUSING

The Owner and the Developer covenant with the Council in respect of the Residential Development Land 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.

1.2 That the Affordable Housing Mix shall consist of:

1.2.1 40 Affordable Rented Dwellings; and

1.2.2 18 Shared Ownership Dwellings; or

1.2.3 such other mix of type, tenure and numbers as may be agreed in writing with the Council at its absolute discretion.

2. AFFORDABLE DWELLINGS

2.1 Not to Occupy nor permit Occupation of more than 69 Open Market Dwellings until 29 Affordable Dwellings:

2.1.1 are completed and are ready for Occupation; and

2.1.2 have been transferred to an Affordable Housing Provider;

by either a transfer or transfers of the freehold interest or the creation of long leasehold interests with a term of not less than 125 years.

2.2 Not to Occupy nor permit Occupation of more than 127 Open Market Dwellings until 100% of the Affordable Dwellings have been:

2.1.1 completed and are ready for Occupation; and

2.1.2 have been transferred to an Affordable Housing Provider:

by either *a* transfer or transfers of the freehold interest or the creation of long leasehold interests with a term of not less than 125 years.

2.3 Not to allow or permit Occupation of any Affordable Dwellings for any purpose other than as Affordable Housing for Occupation by Eligible Persons.

2.4 Not to let or transfer any Low Cost Home Ownership Dwellings to persons other than persons nominated by the Help to Buy Agent.

2.5 Not to let any Affordable Rented Dwellings to persons other than persons nominated by the Council.

2.6 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 Council may agree in writing);

2.6.1 a covenant not to use the Affordable Dwellings otherwise than for the provision of Affordable Housing; and

2.6.2 a covenant not to Dispose of any of the Affordable Dwellings other than for the purpose of providing Affordable Housing to Eligible Persons; and

2.6.3 a covenant requiring the Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100% of the Occupiers of the Affordable Rented Dwellings when initially let and all subsequent true voids.

3. 100% EQUITY SHARE

The provisions in paragraph 2 of Schedule 1 shall cease to have effect in respect of any Affordable Dwelling where a leaseholder of an Affordable Dwelling (or its mortgagee) held as a Low Cost Home Ownership Dwelling has purchased 100% of the equity in the Dwelling or in respect of any Dwelling where the occupier has exercised a statutory right to buy or a right to acquire in respect of such Dwelling.

4. CHARGEE IN POSSESSION

4.1 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 any other statutory enactment; or
- any other person appointed under any security document to enable a chargee to realise its security

of the Affordable Housing Provider of the whole or any one or more of the Affordable Dwellings.

4.2 For the purposes of this paragraph "Disposal", "Dispose" and "Disposed" means the transfer of a freehold or leaseholds interest in respect of an Affordable Dwelling by a Chargee.

4.3 The provisions of this Agreement relating to Affordable Dwellings shall not be binding on a Chargee PROVIDED THAT the Chargee will have;

4.3.1 given written notice to the Council of its intention to exercise its powers of sale to Dispose of any of the the Affordable Dwellings ("Notice"): and

4.3.2 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;

(a) another Affordable Housing Provider; or
(b) to the Council.

4.4 Any Disposal referred to in paragraph 4.3.2 shall be for a consideration not less than the amount properly due and outstanding under the terms of the Chargee's relevant security documentation including all accrued principal monies, interest andthe Chargee's reasonable costs and expenses.

4.5 In the event that a Disposal referred to in paragraph 4.32 shall not have been completed within the period of three months referred to in paragraph 4.3.2, 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 provisions shall determine absolutely.

4.6 For the avoidance of doubt the release referred to in paragraph 4.5 only applies to the Affordable Dwelling(s) which is/are the subject of the Disposal in accordance with the provisions of this paragraph 4.

SCHEDULE 2

MANAGEMENT COMPANY AND MANAGEMENT PLAN

The Owner and the Developer in respect of the Residential Development Land and that part of the Owner's Bird Mitigation Land which contains the SuDs and is not to be transferred to the R3PB (and the Council where relevant) covenant as follows:

1.1 Within three months of Commencement of Development on the Residential Land to submit and obtain approval of the Council in writing to the Owner's proposal for the formation of the Management Company. Such proposals to include full details of the proposed structure and voting rights of the Management Company.

12 The Council covenants that it will notify the Owner that it either approves or rejects the proposal referred to in paragraph 11 of 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 Owner within the aforementioned time period, the Owner shall continue to comply with the obligation at paragraph 11 of Schedule 2 until such time as the Council approves the proposal or deemed approval applies.

13 Not later than three months following Commencement of the Development on the Residential Land to submit to the Council in writing the Owner's proposal for the Management Plan, which shall include details of how the SuDs falling within the Wintering Bird Mitigation Area shall be managed and maintained in a manner which accords with the Wintering Bird Mitigation Strategy.

14 The Council covenants that it will notify the Owner that it either approves or rejects the proposal referred to in paragraph 13 of Schedule 2 within two months 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 Owner within the aforementioned time period, the Owner shall submit a further proposal or proposals until such time as the Council approves the proposal or deemed approval applies.

15 Not later than six months from Commencement of the Development of the Residential Development the Owner shall take all necessary stops to secure the formation and registration of the Management Company at Companies House (taking into account any modifications reasonably required by the Council) and to notify the Council accordingly within Fourteen days of the completion of the registration of the Management Company.

16 Not to allow nor permit Disposal of any Dwelling until:

1.6.1 the Management Company has been formed in accordance with the approved or deemed approved proposal; and

16.2 the Management Plan has been approved in writing or deemed approved by the Council.

17 To secure the proper maintenance of the Common Parts and SuDs to the reasonable satisfaction of the Council until such time as:

17.1 the Management Company is registered and the Management Plan has been approved or deemed approved by the Council; and

1J.2 in respect of the Common Parts:

(a) the maintenance arrangements for the Common Parts in accordance with the Management Plan have been implemented; and

(b) the transfer or the granting of a long leasehold interest of the Common Parts to the Management Company is completed; and

1.7.3 in respect of the SuDs, such SuDs are transferred to the Management Company or adopted by a statutory undertaker.

1.8 That 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 Owner shall (without prejudice to any other right or remedy of the Owner against the Management Company or any other person) perform the said covenants and obligations until the appointment by the Owner of a successor to the Management Company.

3. SUDS

3.1 Not to Commence the Residential Development until the Owner has submitted to the Council and the Council has approved the bill of quantities detailing the open book construction costs for the SuDs.

3.2 The Council covenants that it shall within ten Working Days' notify the Owner that it either approves the bill of quantities for the SuDs as submitted or proposes such reasonable amendments as are considered necessary. In the event that the Council fails to respond to the bill of quantities for the SuDs within ten Working Days of receipt, the bill of quantities as submitted is to be deemed approved.

3.3 Where reasonable amendments to the open book construction costs for the SuDs are proposed by the Council the Owner shall not more than ten Working Days' after receiving the Council's proposed amendments revise the bill of quantities for the SuDs in accordance with the proposed amendments.

3.4 On or before Commencement of Development to;

3.4.1 provide to the Council a Bond for the Bond Amount; or

3.4.2 pay the Cash Deposit.

3.5 the Bond shall endure, or the Cash Deposit shall be retained by the Council until:

3.5.1 the SuDS are adopted by a statutory undertaker; or

3.5.2 the SuDs are transferred to a Management Company; or

3.5.3 if earlier the date of completion of construction of the SuDS to the reasonable satisfaction of the Council and County Council.

3.6 If:

0 the Owner fails to construct the SuDs in accordance with the details as approved by the Council in writing; or

H) prior to completion of the SuDs the Owner is adjudicated bankrupt or goes into liquidation voluntarily or otherwise; or

iii) has executed a deed of assignment for the benefit of or otherwise compounds with its creditors (except for the purpose of reconstruction or amalgamation)

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

- by written notice require the Surety to pay for; or
- the Cash Deposit may be applied to:

any reasonable and proper expenditure (including legal costs} which the Council may incur in carrying out the construction of the SuDs to its own design provided it has been approved by the County Council in writing or the Owner's design to return the Land to the level of hydrological response as existed before the Commancement of the Development.

3.6 Not to construct or permit the construction of that part of the SuDs falling within the Wintering Bird Mitigation Land during the months of October to March, unless otherwise agreed in writing with the Council

SCHEDULE 3

Full Travel Plan

The Owner and Developer covenant in respect of the Residential Development Land as follows with the County Council:

1.1 Not to Occupy nor permit Occupation of any Dwelling on the Land or any part thereof unless and until it has implemented and complied with the Full Travel Plan in accordance with the requirements and timetable of the Full Travel Plan.

1.2 Without prejudice to the Full Travel Plan the Owner and Developer shall not Occupy nor permit Occupation of the Residential Development Land (or any part thereof) until it has appointed a Travel Plan Co-ordinator for the Land to implement the Full Travel Plan and has notified the County Council in writing of such appointment.

1.3 Prior to Commencement of Development to pay to the County Council the Travel Plan Approval Fee.

1.4 Not to Occupy nor permit Occupation of the Residential Development Land (or any part thereof) until it has paid to the County Council the Travel Plan Monitoring Fee.

1.5 Not to Occupy nor permit Occupation of the Residential Development Land until it has provided to the County Council the Travel Plan Cash Deposit to the effect that if in the opinion of the County Council acting reasonably the Owner unreasonably fails at any time within five years of Occupation of the Development to deliver the agreed measures/ targets and/or comply with any/all of the measures/targets contained within the Full Travel Plan then either:

  1.5.1 the Owner shall pay to the County Council within 20 working days of written demand such sum as may be certified by the Director to be reasonably required up to the amount of the Travel Plan Cash Deposit; or

  1.5.2 the County Council shall use the Travel Plan Cash Deposit in order to remedy the failure to achieve and implement the agreed measures/targets contained within the Full Travel Plan or such alternative measures as the Director in his absolute discretion determines will achieve the overall aims of the full Travel Plan.

1.6 That if it or its successors in title Occupy the Residential Development Land or any part thereof it or they will implement the Full Travel Plan relating to the Land or such part of the Land to be Occupied and shall use all reasonable endeavours to achieve the targets set therein

1.7 That it will in relation to the Development include in any tenants lease or occupier's license of any part or parts of the Land a covenant that the tenant or occupier will implement the Full Travel Plan in respect of such part or parts of the Land and further that it will use alt reasonable endeavours to enforce such obligations against any such tenant or occupier

1.8 That within 20 Working Days of the letting of the Residential Development Land or any part or parts thereof procure the delivery to the County Council of a notice giving the following details:

  1.8.1 the name and address of the tenant;

  1.8.2 a description of the premises demised;

  1.8.3 the length of the term; and

1.8.4 a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Full Travel Plan

SCHEDULE 4

CONTRIBUTIONS

The Owner and the Developer covenant with the Council in respect of paragraphs 1 to 6 and 8 and the County Council in respect of paragraphs 7, and 9 to 11 in respect of the Residential Development Land as follows:

1 MONITORING FEE

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

2 SRMS CONTRIBUTION

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

3 AFFORDABLE HOUSING CONTRIBUTION

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

4 COMMUNITY PROJECT WORKER CONTRIBUTION

4.1 To pay the Community Project Worker Contribution to the Council in the following instalments:

4.1.1 25% payable prior to Commencement of Development

4.1.2 25% payable 6 months from Commencement of Development

4.1.3 25% payable 12 months from Commencement of Development

4.1.4 25% payable 18 months from Commencement of Development

4.2 Not to Commence or permit Commencement of Development until 25% of the Community Project Worker Contribution has been paid to the Council.

4.3 Not to Occupy or permit Occupation of more than 240 Dwellings until 100% of the Community Project Worker Contribution has been paid to the Council.

5 TRO CONTRIBUTION

5.1 To pay the TRO Contribution to the Council on Commencement of Development

5.2 During the period beginning with the date of Commencement of Development and ending 3 years from Practical Completion of the Development to pay to the Council such sum as the Council shall notify the Owner in writing as being reasonably required for the purpose of implementing or amending (which expression shall include all connected administration, supervision and the carrying out of) such traffic management measures as the Council considers appropriate to ensure that any overspill parking from the Development or operation of any existing parking restrictions does not interfere with the capacity, operation or safety of the adjoining local highway network PROVIDING THAT such sum shall not exceed £2,000.

6 HEALTH CONTRIBUTION

Not to Occupy or permit Occupation untir the Health Contribution has been paid.

7 EDUCATION CONTRIBUTION

Not to Dispose or permit Disposal of any Dwellings until the Education Contribution has been paid to the County Council.

8 BILLY TRAIL SOUTH CONTRIBUTION

Not to Occupy or permit Occupation of any Dwellings until the Billy Trail South Contribution has been paid to the Council.

9 COUNTRYSIDE SERVICE CONTRIBUTION

Within 12 months of this Agreement to pay the Countryside Service Contribution to the County Council

10 HIGHWAY CONTRIBUTION

101 Not to Commence or permit Commencement of Development unless and until 10% of the Highway Contribution has been paid to the County Council

10.2 Not to Occupy or permit Occupation of any Dwellings until 45% of the Highway Contribution has been paid to the County Council.

10.3 Not to Occupy of permit Occupation of more than 50 Dwellings until 45% of the Highway Contribution has been paid to the County Council.

11 SAFE ROUTE TO SCHOOL CONTRIBUTION

Not to Occupy or permit Occupation of any Dwellings until the Safe Route To School Contribution has been paid to the County Council

SCHEDULE 5

OPEN SPACE

The Owner and the Developer covenant in respect of the Residential Development Land with the Council as follows:

1 COMMUNITY ORCHARD

1.1 Not to Occupy or permit Occupation of more than 30 Dwellings forming part of Phase 3 of the Development until Community Orchard One has been provided In accordance with the details approved by the Council.

1.2 Not to Occupy or permit Occupation of more than 70 Dwellings forming part of Phase 4 of the Development until Community Orchard Two has been provided in accordance with the details approved by the Council.

1.3 Not to Occupy or permit Occupation of more than 114 Dwellings until Community Orchard One has been provided and not Occupy or permit Occupation of more than 184 Dwellings until Community Orchard Two has been provided in accordance with the details approved by the Council.

1.4 To include in any transfer or lease of the Community Orchard One and Community Orchard Two covenants to restrict its use as a community orchard and to ensure the Occupiers and the public at large have access to the Community Orchards in perpetuity.

2 LAP

2.1 Not to Occupy or permit Occupation of more than 82 Dwellings until the LAP has been provided in accordance with the details approved by the Council.

3 OPEN SPACE LAND

3.1 Not to Occupy or permit Occupation of more than 10 Dwellings forming part of Phase 1 of the Development until the Open Space Land forming part of Phase 1 has been completed in accordance with the details approved in writing by the Council.

3.2 Not to Occupy or permit Occupation of more than 70 Dwellings forming part of Phase 4 of the Development until the Open Space Land forming part of Phase 4 has been provided in accordance with the details approved by the Council. To include in any transfer or lease of the LAP and Open Space Land covenants to restrict the use of the LAP and Open Space Land to the purposes of public recreation by the Occupiers of the Dwellings and by the public at large and to ensure future access for the public to the Open Space Land in perpetuity.

SCHEDULE 6

Miscellaneous covenants

The Owner and the Developer covenants with the Council and the County Council in respect of the Residential Development Land as follows:

1 COMMENCEMENT OF DEVELOPMENT

To give to the County Council and the Council not less than ten Working Days written notice of their intention to Commence Development

2 SUBMISSION OF DOCUMENTS

To provide when submitting documents or details to the Council and/or 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 Council and/or the County Council.

3 HIGHWAY WORKS

3.1 Prior to Commencement of Development to enter into a Highways Agreement with the County Council for the Highway Works.

3.2 Not to Commence or permit Commencement of Development until the Owner and or the Developer has entered into a Highways Agreement with the County Council for the Highway Works.

3.3 That it shall carry out and complete the Highway Works in accordance with the Highways Agreement.

3.4 Not to Occupy, or permit Occupation of any Dwelling on the Land until the Highway Works have been completed in accordance with the Highways Works Completion Standard.

4 PERMISSIVE PATHS

4.1 Not to Occupy or permit Occupation of any Dwellings until the Permissive Path(s) serving that Dwelling have been laid out, constructed and made available for use in accordance with the details approved by the Council in writing.

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 BILLY TRAIL SOUTH CONNECTION

5.1 No to Commence or permit Commencement of the Residential Development until the Owner or Developer has entered into an agreement with the Council in respect of the works to create the Billy Trail South Connection.

5.2 The Owner or Developer to pay the Council's reasonable legal fees in respect of the preparation and completion of the legal agreement referred to in paragraph 5.1.

5.3 Not to Occupy or permit Occupation of any Dwelling until the Billy Trail South Connection has been completed to the Council's reasonable satisfaction and in accordance with the agreement referred to in paragraph 5.1.

6 BILLY TRAIL DITCH CONNECTION WORKS

6.1 The Developer to agree in writing with the County Council a suitable design for the ditch crossing permissive footpath route that will connect to the Billy Trail North Connection within 13 months of the date of this Agreement ("**Billy Trail Ditch Connection Works**").

6.2 The Developer to enter into any necessary legal agreements with the County Council for the Billy Trail Ditch Connection Works including any licence to carry out works and or easement necessary for the Developer and their successors in title to obtain access to the Billy Trail North Connection.

6.3 The Developer to pay the County Council's reasonable legal fees in respect of the preparation and completion of the legal agreements referred to in paragraph 6.2.

6.4 The Developer to complete the agreed Billy Trail Ditch Connection Works within 26 months of this Agreement.

7 BILLY TRAIL NORTH CONNECTION

7.1 The County Council will provide to the Developer a copy of the design of the Bill Trail North Connection within 15 months of the date of this Agreement.

7.2 The County Council will construct the Bill Trail North Connection within 26 Months of this Agreement in accordance with the design provided in accordance with paragraph 7.1.

3 BIRD AND BAT BOXES

5.1 To agree exact locations in writing with the Council and County Council before placing the bird and bat boxes as detailed in Appendix 10 on the east boundary of the Land

SCHEDULE 7

WINTERING BIRD MITIGATION AREA

The Developer, RSPB and the Owner covenant with the Council in the manner stated as follows:

1. ACCESS TO THE WINTERING BIRD MITIGATION AREA

1.1 The Owner will on the Access Date grant a licence to the Developer to enter onto the Owner's Bird Mitigation Area for the purposes of carrying out the Wintering Bird Mitigation Area Works affecting that area and will allow the Developer to remain on the Owner's Bird Mitigation Area until such time as the Council have certified that the Wintering Bird Mitigation Area Works have been completed to its satisfaction by issuing a Completion of Mitigation Works Certificate pursuant to paragraph 2.5.

1.2 The RSPB will on the Access Date grant a licence to the Developer to enter onto the RSPB Bird Mitigation Area for the purposes of carrying out the Wintering Bird Mitigation Area Works affecting that area and will allow the Developer to remain on the RSPB Bird Mitigation Area until such time as the Council have certified that the Wintering Bird Mitigation Area Works have been completed to its satisfaction by issuing a Completion of Mitigation Works Certificate pursuant to paragraph 2.5.

1.3 In the event that the Developer does not purchase the Residential Development Land, the RSPB and the Owner covenant to grant a licence to the Owner of the Residential Development Land to enter the RSPB's/Gwnef's Bird Mitigation Area (as appropriate) for the purposes of carrying out the Wintering Bird Mitigation Area Works affecting that area and will allow the Owner of the Residential Development Land the right to remain on the RSPB's/Owner's Bird Mitigation Area until such time as the Council have certified that the Wintering Bird Mitigation Area Works have been completed to its satisfaction by issuing a Completion of Mitigation Works Certificate pursuant to paragraph 2.5.

1.4 If prior to the issue of the Completion of Mitigation Works Certificate the Owners Bird Mitigation Area is transferred, then such transfer or lease shall be granted subject to a covenant requiring the purchaser to grant a licence to the owner of the Residential Development Land the right to enter onto the Owner's Bird Mitigation Area for the purposes of carrying out the Wintering Bird Mitigation Area Works and to allow the Owner of the Residential Development Land the right to remain on the Owner's Bird Mitigation Area until such time as the Council have certified that the Wintering Bird Mitigation Area Works have been completed to its satisfaction by issuing a Completion of Mitigation Works Certificate pursuant to paragraph 2.5

2. WINTERING BIRD MITIGATION AREA WORKS

2.1 The Owner covenants not to Commence or permit Commencement of Development on the Residential Development Land until the Wintering Bird Mitigation Area Works have been completed.

2.2 Subject to paragraph 2.4 below, the Developer and the Owner covenant to carry out the Wintering Bird Mitigation Area Works prior to Commencement of Development on the Residential Development Land.

2.3 Subject to paragraph 2.4, the RSPB covenants in respect of the RSPB Bird Mitigation Area to permit or otherwise allow the carrying out of the Wintering Bird Mitigation Area Works prior to Commencement of Development on the Residential Development Land.

2.4 The Developer, the Owner and the RSPB covenant not to carry out or permit the carrying out of the Wintering Bird Mitigation Area Works during the months of October to March.

2.5 On completion of the Wintering Bird Mitigation Area Works the Developer will serve notice on the Council confirming that such works have been completed and the Council covenants to issue to the Developer, the Owner and the RSPB a Completion of Mitigation Works Certificate as soon as it is satisfied that the Wintering Bird Mitigation Area Works have been completed in accordance with the Wintering Bird Mitigation Strategy.

3. TRANSFER OF THE OWNER'S BIRD MITIGATION AREA

3.1 On the date being 20 Working Days after the date of the issue of a Completion of Mitigation Works Certificate the Owner covenants with the Council and the RSPB that it will complete the transfer of the freehold of the Owner's Bird Mitigation Area (other than that part of the Owner's Bird Mitigation Area which contains the SuDs) to the RSPB in exchange for consideration not exceeding in total the sum of one pound sterling (£1) in the form of the Transfer and the RSPB covenants with the Council and the Developer that it will accept such transfer.

3.2 On completion of the transfer referred to in paragraph 3.1 the Developer covenants with the Council and the RSPB that it will pay to RSPB the Wintering Bird Mitigation Area Commuted Sum

4. MANAGEMENT OF WINTERING BIRD MITIGATION AREA

4.1 The Owner covenants in respect of the Owner's Bird Mitigation Area (insofar as they are the owners of that land) and the RSPB covenants in respect of the RSPB Bird Mitigation Area as follows:

4.1.1 To maintain the Wintering Bird Mitigation Area in accordance with die approved Wintering Bird Mitigation Strategy.

4.1.2 Not to use or permit the use of the Wintering Bird Mitigation Area for any purpose other than for the purpose described in this Agreement and in accordance with the Wintering Bird Mitigation Strategy

4.1.3 To use reasonable endeavours not to allow or permit access to the Wintering Bird Mitigation Area other than where access is required for the purposes of fulfilling the requirements of the Wintering Bird Mitigation Strategy and for the maintenance of the SuDS.

EXECUTED as a DEED by affixing

THE COMMON SEAL of the COUNCIL OF THE

BOROUGH OF HAVANT

in the presence of:

13194

[redacted] 37/6660

Authorised Signatory

EXECUTED as a DEED by affixing

THE COMMON SEAL of

HAMPSHIRE COUNTY COUNCIL

in the presence of

[redacted]

Authorised Signatory

Authorised Signatory Name LOUISE READ

Authorised Signatory Position Assistant Head of Legal Servic

SIGNED as a DEED by

Hayling Island Builders Limited

[redacted]

[redacted]

ARTHUR GEORGE

Director

Signed as a deed (but not delivered until dated) by [[illegible]]

and [[illegible]]

as attorneys for BDW TRADING LIMITED under a power of attorney dated [redacted] in the presence of:

[redacted]……………………………

SIGNATURE OF WITNESS

S[redacted]

[redacted]] as attorney for BDW Trading Limited

Name: [redacted]

Address: [redacted]

[redacted]……………

Occ[redacted]

[redacted]…………………

SIGNATURE OF WITNESS

……[redacted]…………

SIGNATURF OF ATTGRNEY

N[redacted]

Addres[redacted]

[redacted]

[[redacted] as attorney
for BDW Trading Limited

Executed as a deed by

affixing the seal of

THE ROYAL SOCIETY

FOR THE PROTECTION

OF BIRDS

[redacted]

(Director)

[redacted]

rt

APPENDIX 1

SITE LOCATION PLAN

PL-01 June 2018

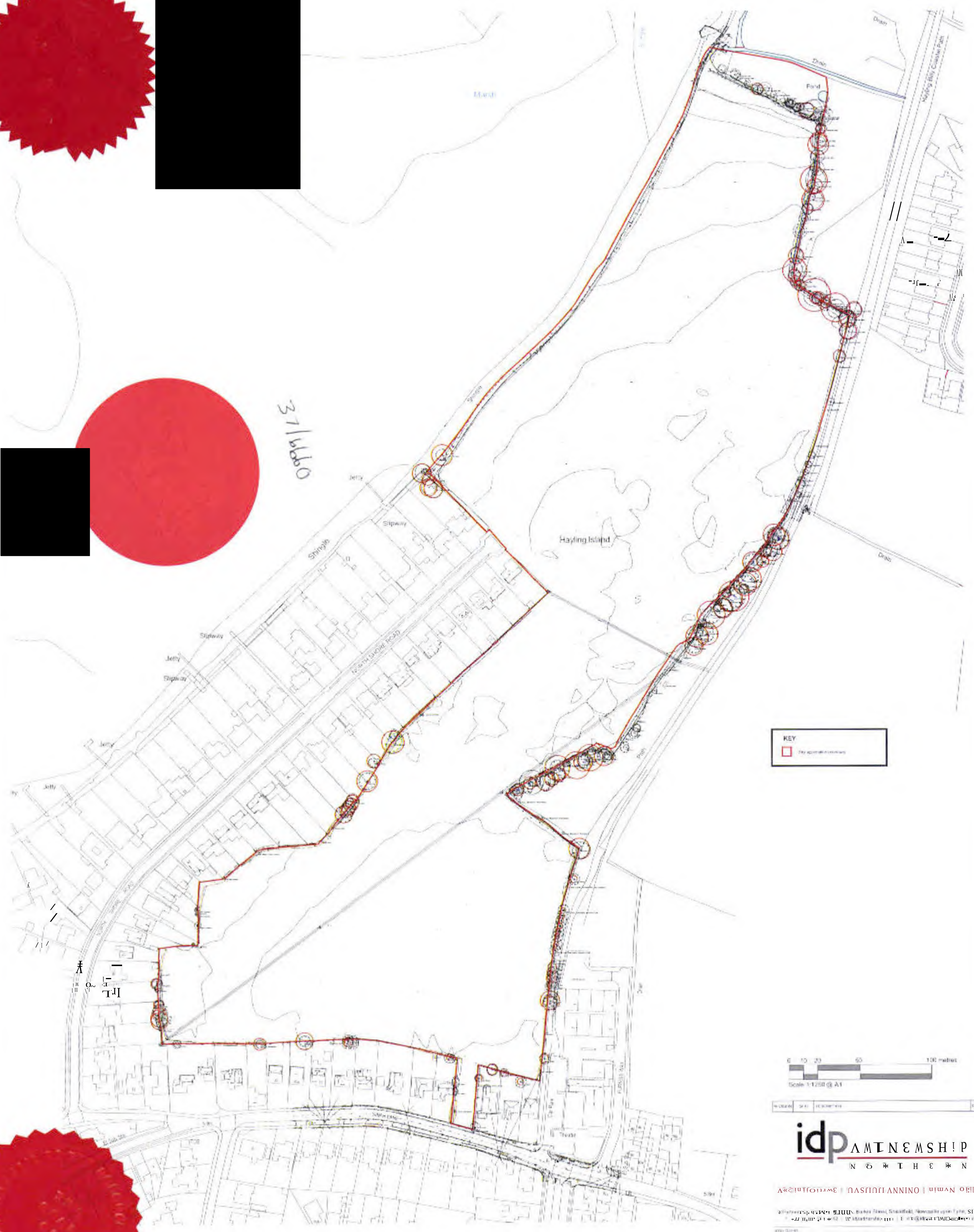
[redacted]

[redacted]

[redacted]

13194

31/660



KEY

🟥 Site application boundary

All dimensions to be checked on site and Architect to be notified of any discrepancies prior to construction.

DESIGNER'S RISK ASSESSMENT

RESIDUAL RISKS:

Scale 1:1250 @ A1

0 10 20 50 100 metres

idp PARTNERSHIP NORTHERN

Baker Street, Shieldfield, Newcastle upon Tyne

1:1250 @ A1

CM

N81:2517

P1-01

APPENDIX 2

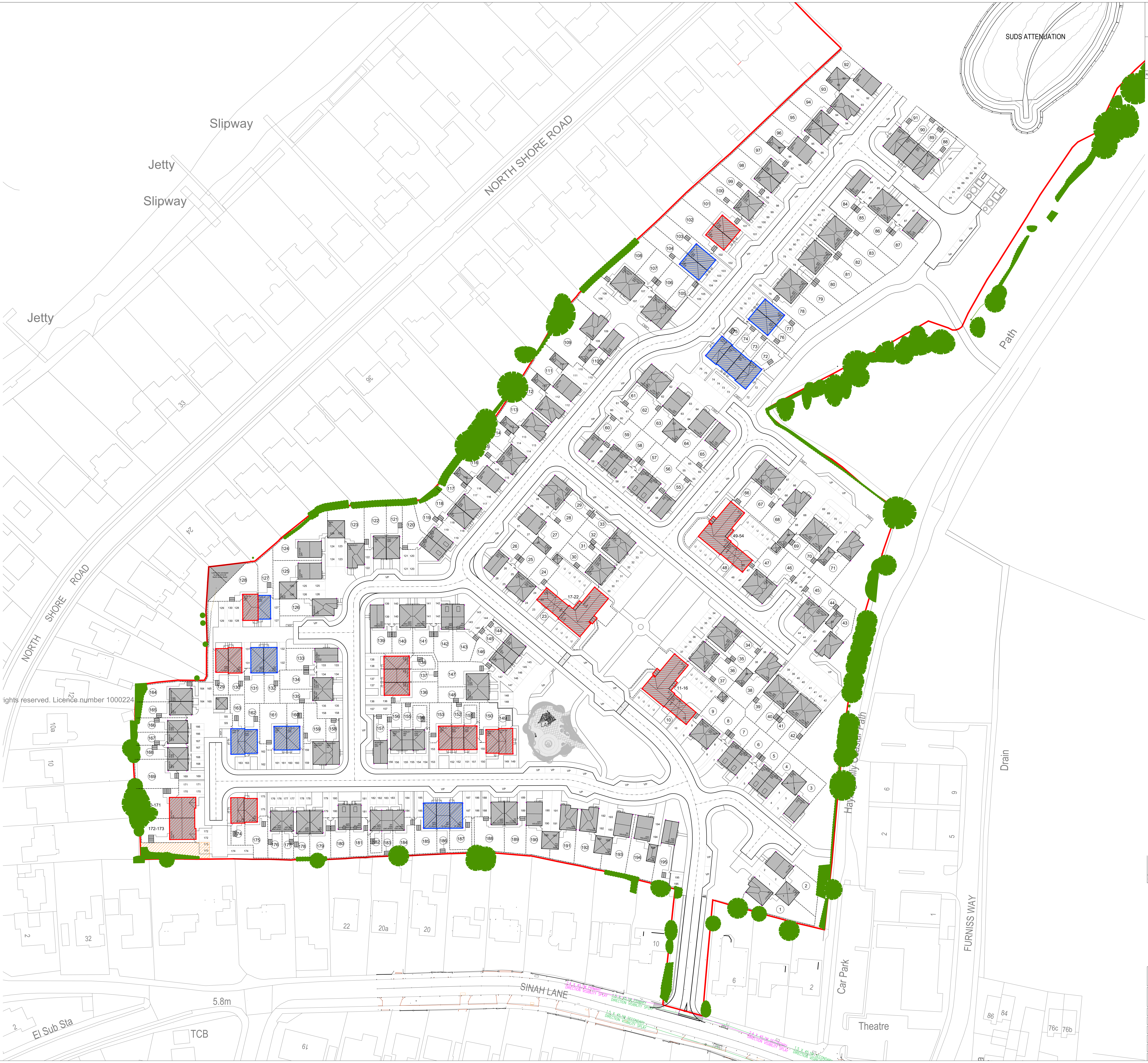
AFFORDABLE HOUSING PLAN

PL-08 Revision P11 replaced by PL-08 P17 June 26

Key

▨ AFFORDABLE RENT

▨ SHARED OWNERSHIP



DO NOT SCALE
All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement

DESIGNER'S RISK ASSESSMENT
Construction (Design and Management) Regulations 2015
RESIDUAL RISKS:

REF:	DESCRIPTION	DATE:

0 5 10 20 50 metres
Scale 1:500 @ A0

N
W E
S

BARRATT
HOMES

REVISION	DATE	DESCRIPTION	CHECKED
P17	08/06/26	Drawing date amended at client request.KT	
P16	19/05/26	Updated to correspond with latest layout SL-01 P16.KT	
P15	17/04/26	Updated to correspond with latest layout SL-01 P15.MF	
P14	10/03/26	Updated to correspond with latest layout SL-01 P14.KT	
P13	15/01/26	Updated to correspond with latest layout SL-01 D35.KT	
P12	27/05/21	Updated in line with latest site layout PL-02 P13. MF	
P11	20/11/20	Updated to correspond with latest layout SL-01 P12.KT	
P10	13/05/20	Updated to correspond with latest layout SL-01 P10.KT	
P9	23/04/20	Updated to correspond with latest layout SL-01 P9.KT	
P8	17/04/20	Updated to correspond with latest layout SL-01 P8.KT	
P7	04/03/20	Updated to correspond with latest layout SL-01 P7.KT	
P6	18/12/19	Updated to correspond with latest layout SL-01 P6.KT	
P5	13/12/19	Updated to correspond with latest layout SL-01 P5.KT	
P4	20/11/19	Updated to correspond with latest layout SL-01 P4.KT	
P3	11/09/19	Updated to correspond with latest layout SL-01 P3.KT	
P2	16/07/19	Updated to correspond with latest layout SL-01 P2.KT	
P1	28/06/19	Updated to correspond with latest layout SL-01 P1. Issued for planning.KT	
D3	27/06/19	Updated to correspond with latest layout SL-01 D17.KT	
D2	26/06/19	Updated to correspond with latest layout SL-01 D16.KT	
D1	25/06/19	First issue.KT	

idPARTNERSHIP
NORTHERN

ARCHITECTURE | MASTERPLANNING | URBAN DESIGN

IDPartnership Northern, St Jude's, Barker Street, Shieldfield, Newcastle upon Tyne, NE2 1AS
T: +44 (0)191 261 4442 | W: idpartnership.com | E: info@idpartnership-northern.com

PROJECT / CLIENT	Sinah Lane, Hayling Island for BDW Southampton
DRAWING TITLE	Affordable Housing Plan
PROJECT ARCHITECT	KD
DRAWN BY	KT
CHECKED	IDP
SCALE	1:500 @ A0
DATE	June 2026
PROJECT NO.	N81:2517
DRAWING NO.	PL-08
DRAWING REVISION	P17
DRAWING STATUS	PLANNING

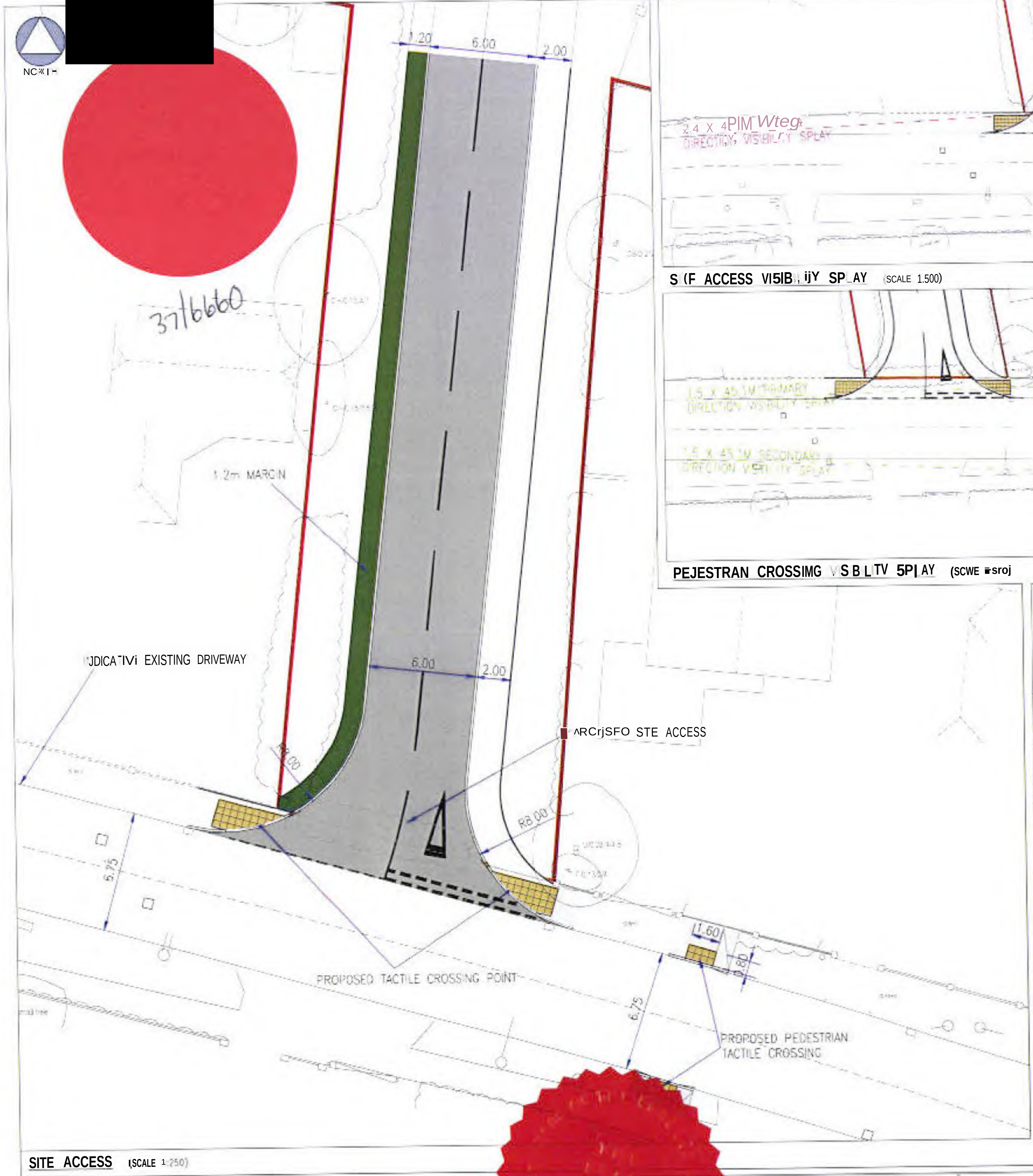
COPYRIGHT : IDPartnership Northern

APPENDIX 3

HIGHWAY WORKS

Drawing number 041.0031.003 Rev J

[redacted]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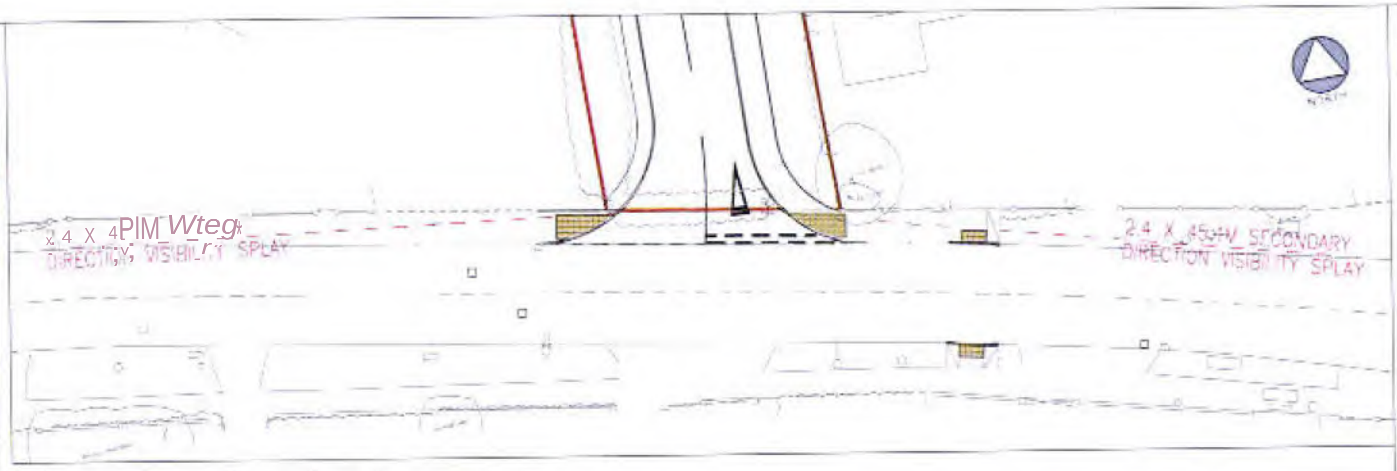
PROPOSED TACTILE CROSSING POINT
PROPOSED PEDESTRIAN TACTILE CROSSING

SITE ACCESS (SCALE 1:250)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2.4 X 45.1M SECONDARY DIRECTION VISIBILITY SPLAY

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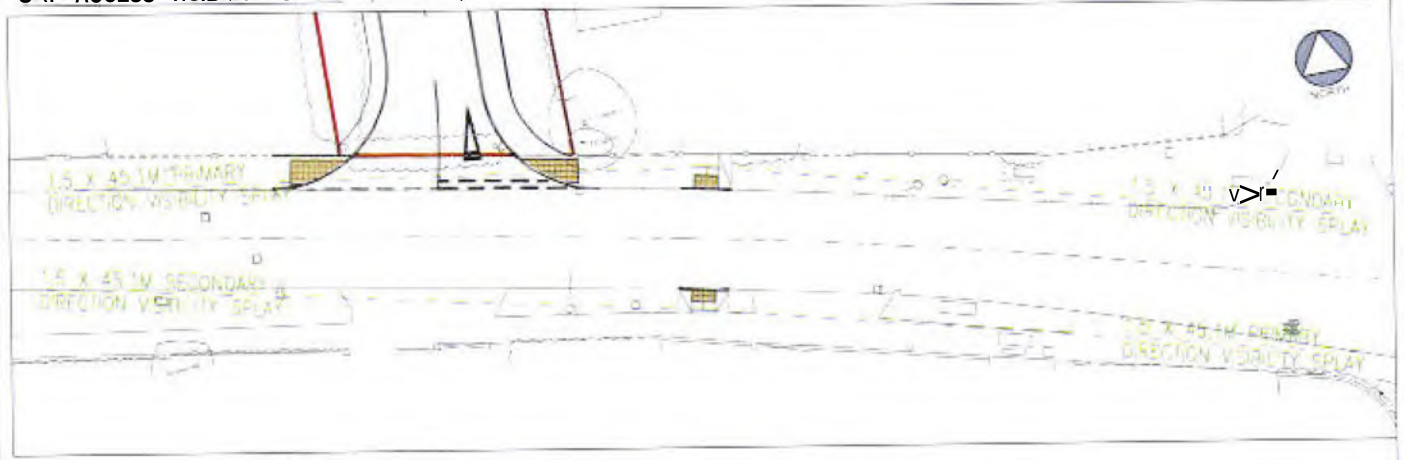
1.5 X 45.1M PRIMARY DIRECTION VISIBILITY SPLAY
1.5 X 45.1M SECONDARY DIRECTION VISIBILITY SPLAY
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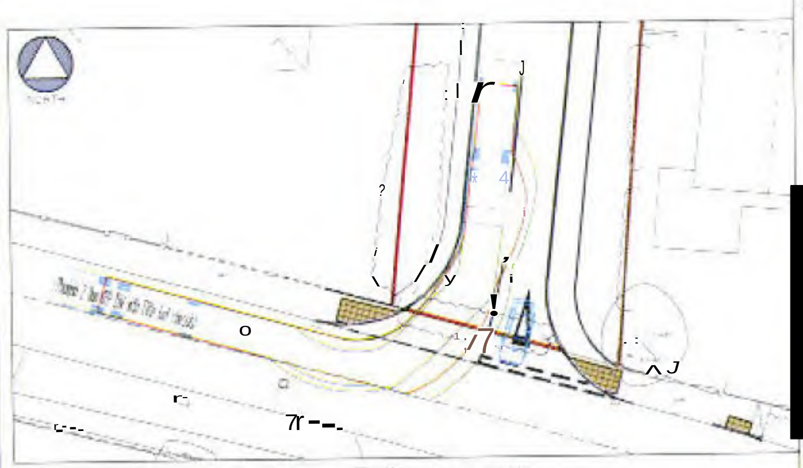
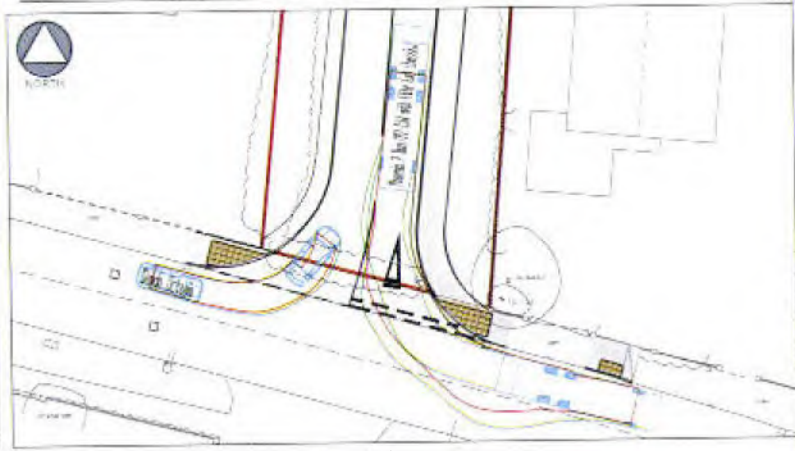
1.5 X 45.1M PRIMARY DIRECTION VISIBILITY SPLAY

PEJESTRAN CROSSIMG VSBLTV 5PIAY (SCWE ‑sroj



REFUSE VEHICLE TURKING LEFT IN (SCALE 1:500)



REFUSE VEHICLE TURKSNG LEFT OUT (SCALE 1:500)

CCMEPAL NOTTS

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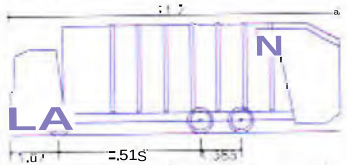

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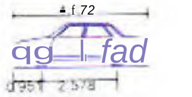

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PBA Drawing Nb
041.0031.003

Revision
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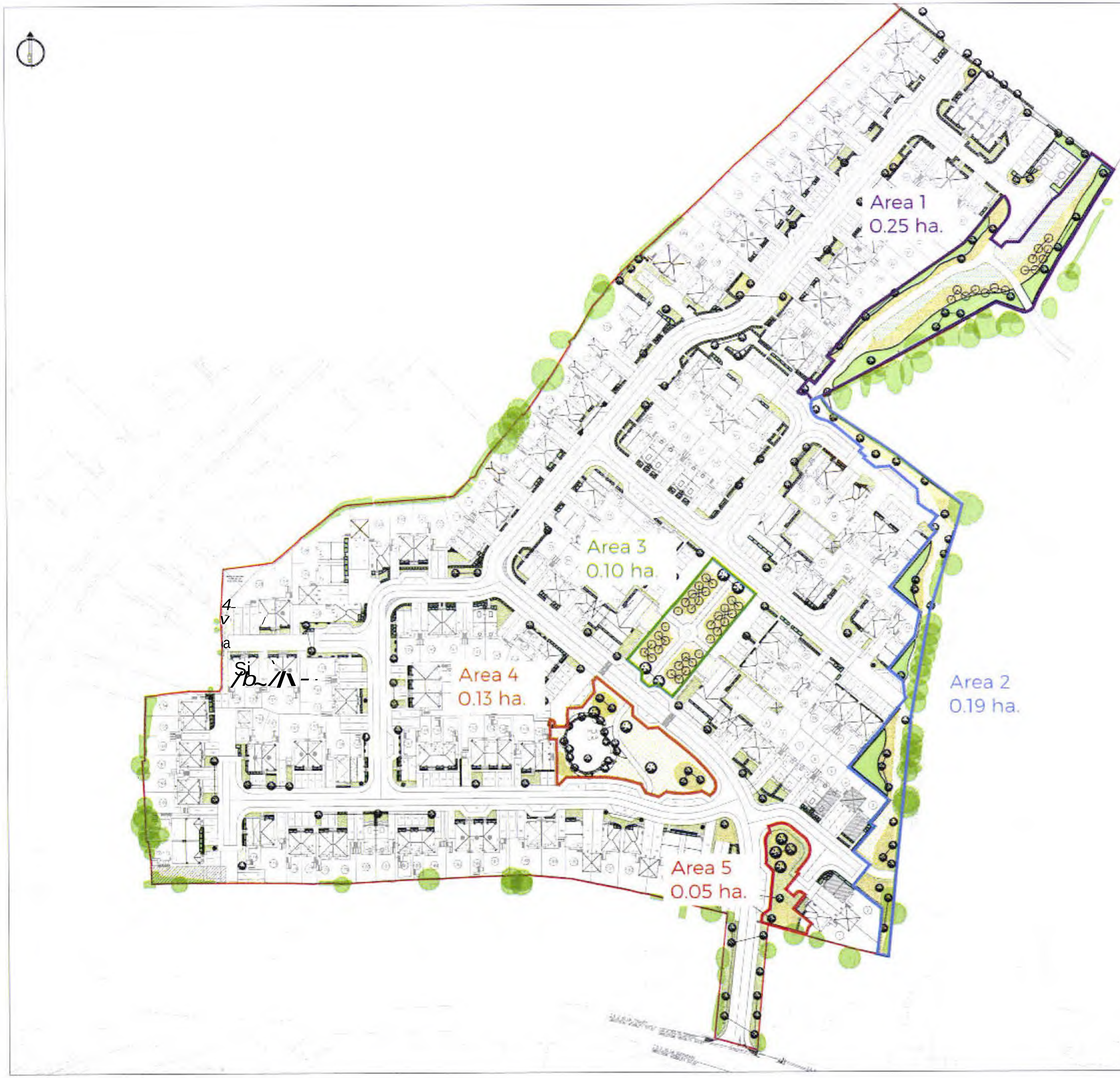
13Ht

[redacted]

APPENDIX 4

OPEN SPACE PLAN

Dewing number BDW$2066013B



[redacted]

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[redacted]

[redacted]

[redacted]

37/6660

SPECIFICATION
All works generally to comply with the ... Landscape Specification

NOTES
DO NOT SCALE FROM DRAWING
NOT FOR CONSTRUCTION - FOR PLANNING PURPOSES ONLY

Open Space Areas

Area 1 -	0.25 ha.	🟪
Area 2 -	0.15 ha.	🟦
Area 3 -	0.10 ha	🟩
Area 4 -	0.13 ha.	🟧
Area 5 -	0.05 ha	🟥

Total area of Open space = 0.72 ha

ACD
ENVIRONMENTAL

Courtyard House, Mill Lane, Godalming GU7 1EY

Suite 6 Crescent House Yonge Close Eastleigh SO50 9SX

BARRATT
HOMES

site: Sinah Lane,
Hayling Island
client: Barratt Southampton
drawing: Open Space Areas
date: Aug 2013
scale: NTS@A1
drawing no: D3W5 206
drawn: JPL checked: DKM

Copyright ...

APPENDIX 5

PHASING PLAN

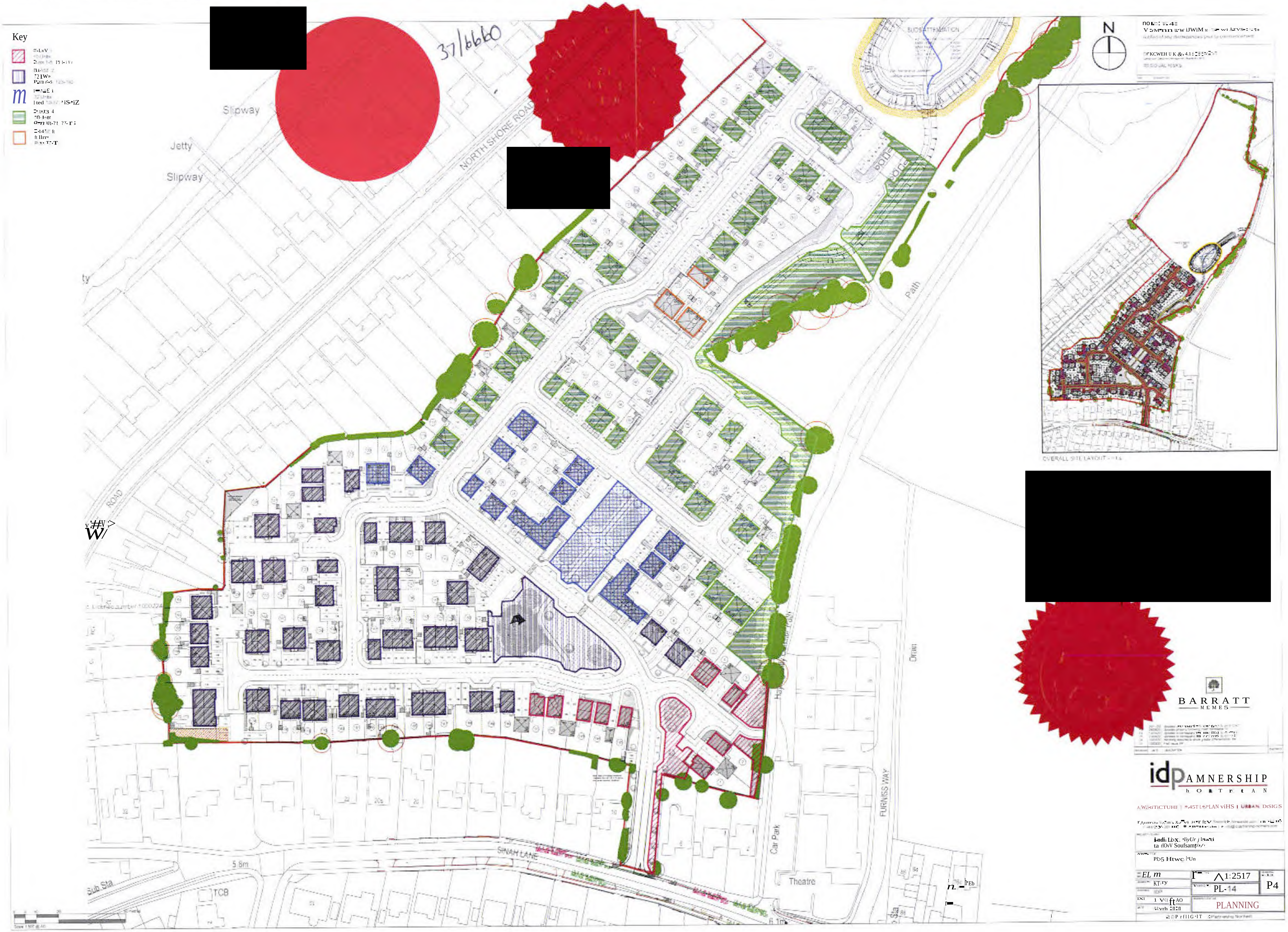
Drawing Number PL-14 Revision P4

37/6660

[redacted]

[redacted]

[redacted]

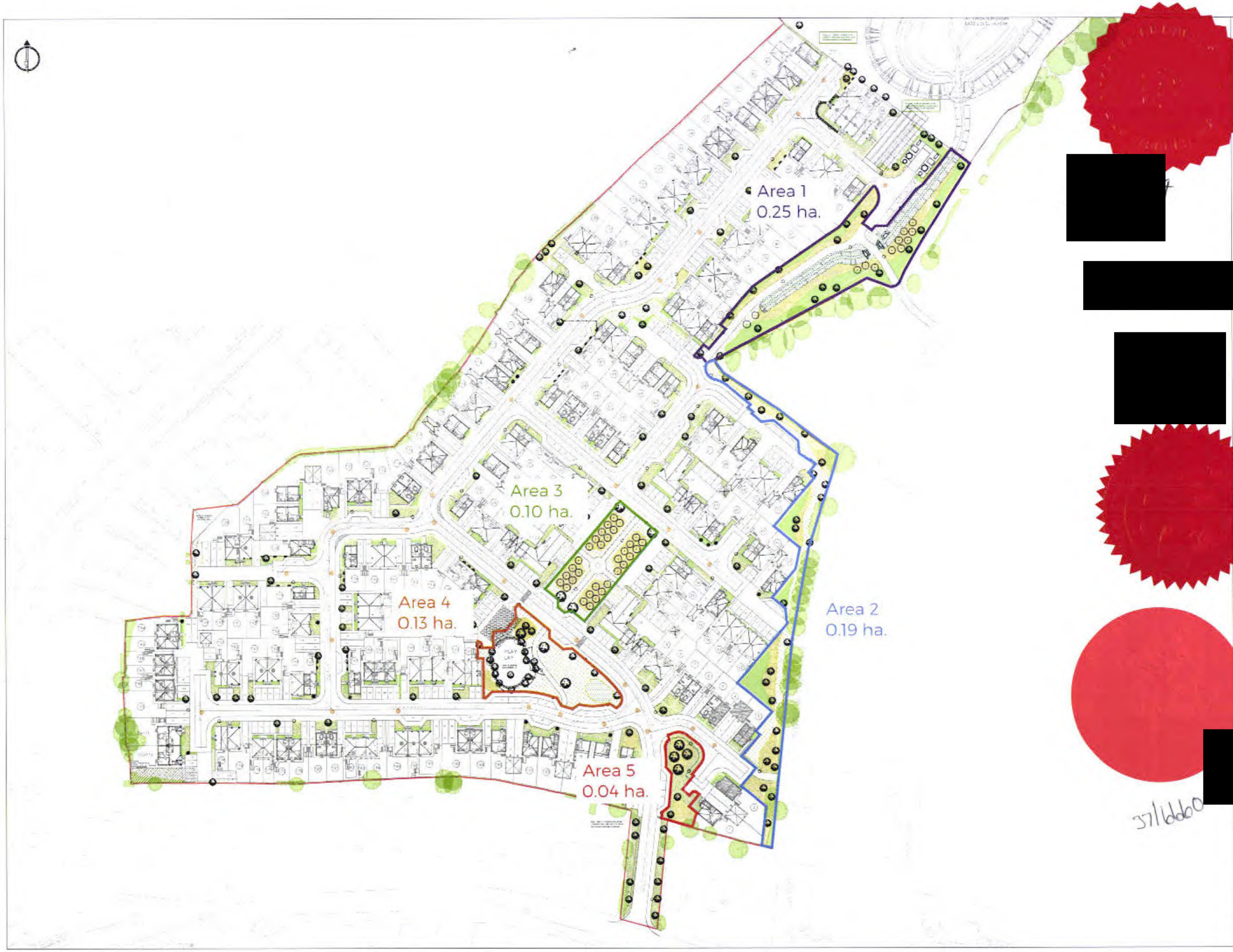


APPENDIX G

RESIDENTIAL DEVELOPMENT PLAN

Drawing Number 013

OPEN SPACE PLAN BDWS2066Q_13C



SPECIFICATION
All works generally to comply with the written soft Landscape Specification

NOTES
DO NOT SCALE FROM DRAWING
NOT FOR CONSTRUCTION - FOR PLANNING PURPOSES ONLY

Open Space Areas:

Area 1 - 0.25 ha	▬
Area 2 - 0.19 ha.	▬
Area 3 - 0.10 ha	▬
Area 4 - 0.13 ha.	▬
Area 5 - 0.04 ha	▬

Total area of Open space = 0.71 ha

[redacted]

[redacted]

[redacted]

Rev	Date	Detail	Drawn
C	05.02.21	Update to current layout	[illegible]
B	[illegible]	Client Changes for Open Space	[illegible]
A	03.02.20	Layout Change	[illegible]

ACD ENVIRONMENTAL

HEAD OFFICE
Rodbourne Rail Business Centre, Grange Lane
Malmesbury SN16 0ES
Tel: 01666 825666

Courtyard House, Mill Lane, Godalming GU7 1EY
Tel: 01483 425714

Crescent House, Yonge Close, Eastleigh SO50 9SX
Tel: 02382 [illegible]

Road, Cambridge CB4 3NC
07825 [illegible]

[redacted]

37/16660

BARRATT HOMES

scheme: Sinah Lane, Hayling Island
client: Barratt Southampton
drawing: Open Space Areas
date: Aug 2019
scale: NTS@A1
drawing no: RDWS 20660 13C
drawn: JRL checked: DKM

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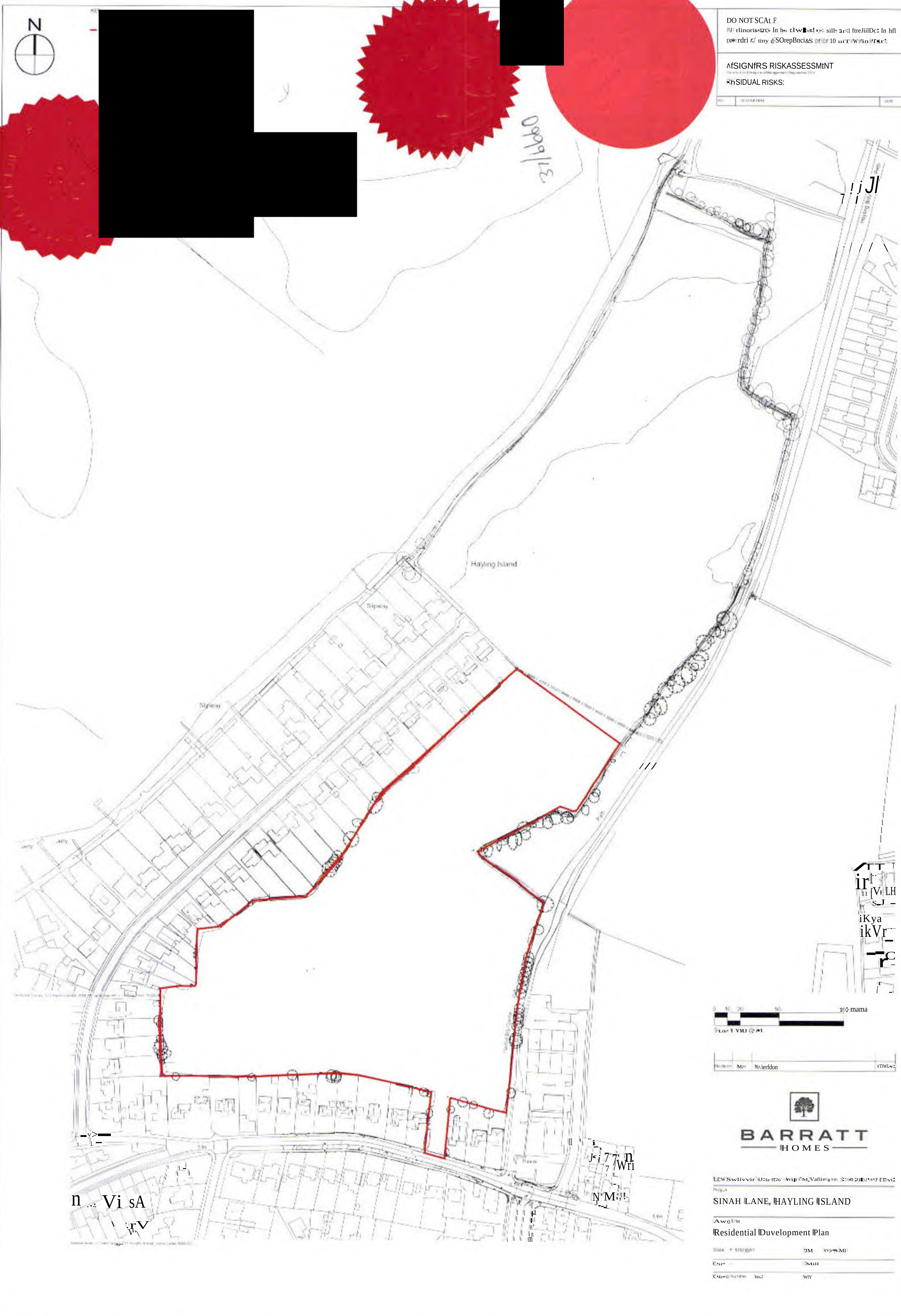

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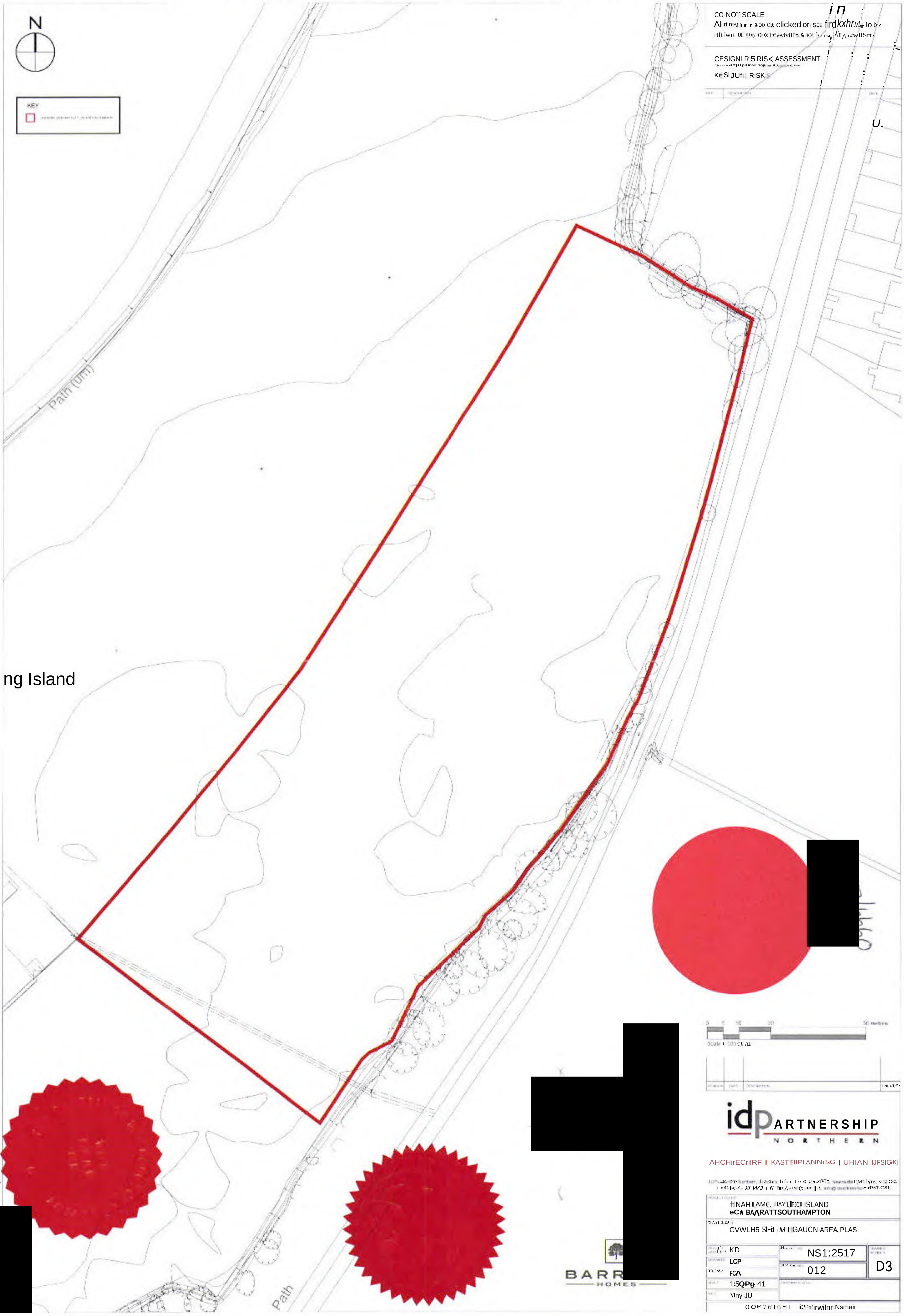
BARRATT
HOMES

SINAH LANE, HAYLING ISLAND

Residential Duvelopment Plan

APPENDIX 7

WINTERING BIRD MITIGATION AREA PLANS



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NORTHERN

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ftlNAH AMi HAY LPJC ISLAND
eC* BARATTSOUTHAMPTON

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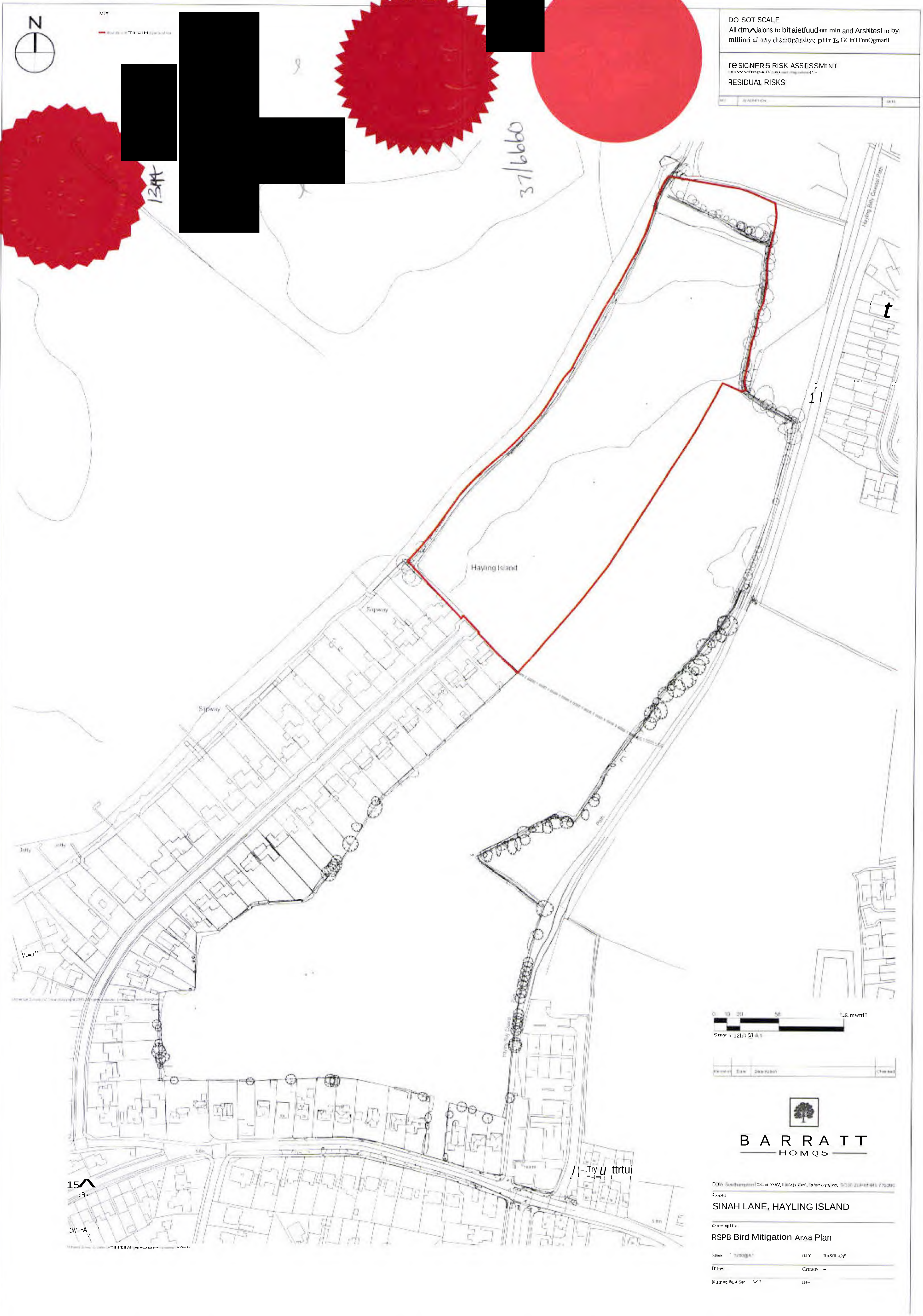
37/6660



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Stay i i2h.i cn A1

BARRATT
HOMQ5

SINAH LANE, HAYLING ISLAND

RSPB Bird Mitigation Arʌa Plan

St** I 1250@A1 rtJY RttSfli x)f

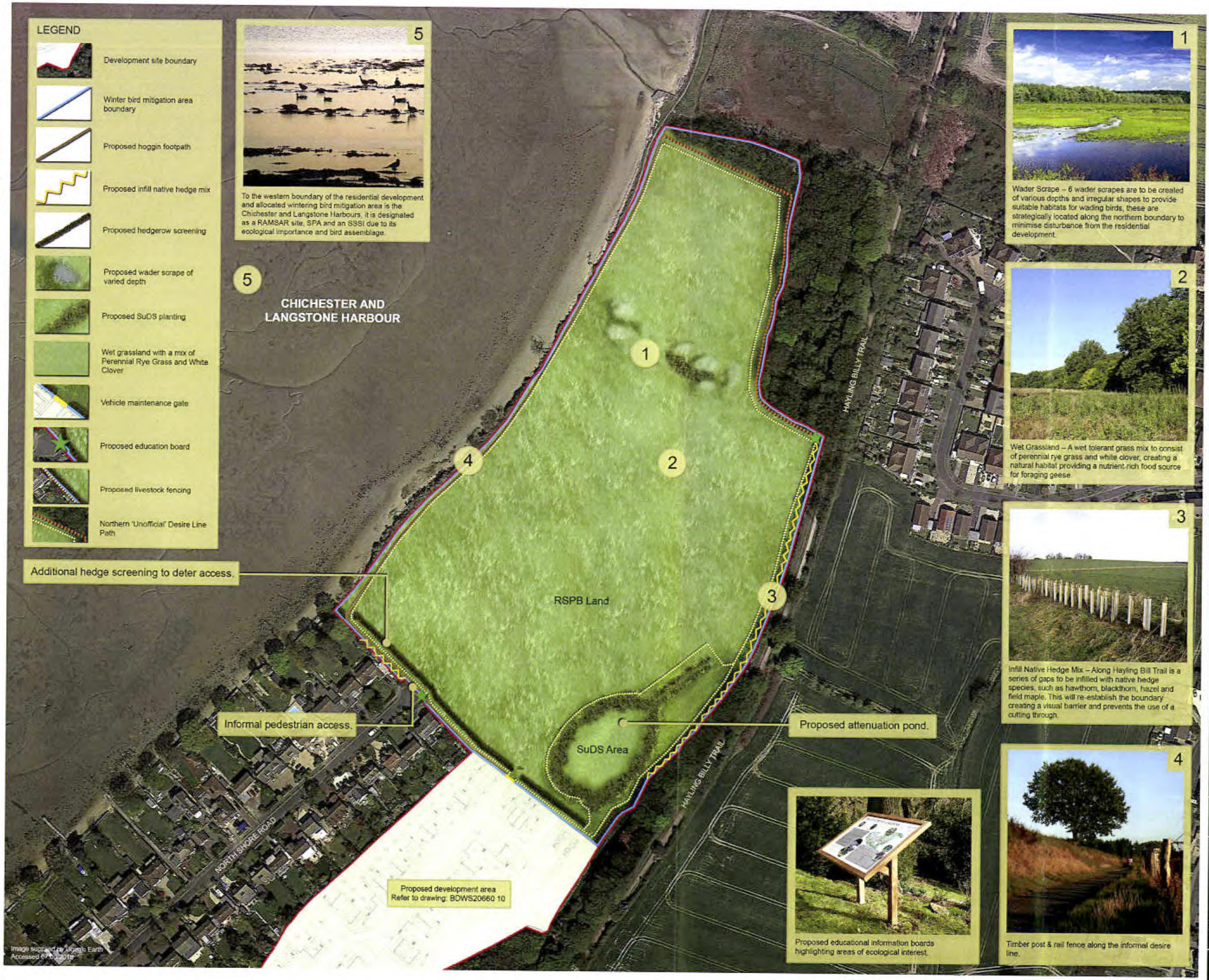
Wintering Birds Mitigation Area Works

Major Works - works required to create the refuge (fencing, grassland, scrapes etc.).
Maintenance - a maintenance period during the construction phase when the developer will be responsible for ongoing maintenance including overseeding of grassland to make sure there are no bare patches, watering and maintenance of hedgerow plants (and replacement if necessary) and the like.
Monitoring - monitoring phase will commence with installing decoys and monitoring usage over this coming winter. Next spring, there will be a final maintenance phase (if needed) before a final audit and sign-off with RSPB for the transfer.

Major works
Maintenance
Monitoring and transfer

	Timescale	Operation	Undertaken By	Additional Supervision
A	April / May 21 (1 week)	install boundary fencing (post & rail with livestock fencing).	Developer's contractor	Sign-off by developer's ecologist, agreed by RSPB / LPA / ME
B	April / May 21 (1 week)	Flail of arable areas of mitigation area to remove vegetation growth.	Developer's contractor	Sign-off by developer's ecologist, agreed by RSPB / LPA / NE
		Prepare arable areas using disc harrow (or similar) to maximum of ISO mm with chain harrow (if necessary) to remove arisings.		
		Sow seed mix (perennial rye grass & white clover) using broadcast seeding at c.18 kg/ha.		
		Fertiliser application is not considered necessary due to the inclusion of nitrate-fixing clover within the mix.		
		Consolidate seed bed via rolling.		
C	May 21 (1 week)	Install boundary hedgerow (using root-trainers suitable outside bare root planting season).	Developer's contractor	Sign-off by developer's ecologist, agreed by RSPB / LPA / NE
D	May 21 (1 day)	Create wader scrapes (x 6) within mitigation area using medium-sized excavator.	Developer's contractor	Developer's ecologist to agree locations with RSPB then guide contractor.
E	May 21 (1 week)	Install acoustic barrier along southern boundary of mitigation area. To remain in place until completion of development	Developer's contractor	Sign-off by developer's ecologist, agreed by RSPB / LPA / NE
F	May 21 – April 22	Maintenance of Refuge in accordance with Strategy, including planting aftercare (watering, replacement of failed plants etc.)	Developer's contractor	Monitored by developer's ecologist.
G	September 21	Over-seed bare areas if necessary.	Developer's contractor	n/a
H	September / October 21	Cut grassland to 60 mm in height.	Developer's contractor	Sign-off by developer's

				ecologist, agreed by R5FB / LPA / ISfE
I	September / October 21	Install goose decoy (x b) within mitigation area.	Developer's contractor	Sign-off by developer's ecologist, agreed by RSPB / LPA / NE
J	October 21– March *22*	Monitoring of mitigation area for use and establishment.	Developer's ecologist	in consultation with RSP6 / LPA / NE
K	April 2?	Over-seed bare areas if necessary.	Developer's contractor	n/a
L	April 22 (indicative)	Dispose of mitigation area to future owner / manager – RSPB.	Developer / Management Body	n/a


CHICHESTER AND LANGSTONE HARBOUR
RSPB Land
SuDS Area
HAYLING BILLY TRAIL
HAYLING BILLY TRAIL
NORTH SHORE ROAD
1
2
3
4
5
Additional hedge screening to deter access.
Informal pedestrian access.
Proposed attenuation pond.
Proposed development area
Refer to drawing: BDWS20660 10
Image supplied by Google Earth
Accessed 07.06.2018

LEGEND

- Development site boundary
- Winter bird mitigation area boundary
- Proposed hoggin footpath
- Proposed infill native hedge mix
- Proposed hedgerow screening
- Proposed wader scrape of varied depth
- Proposed SuDS planting
- Wet grassland with a mix of Perennial Rye Grass and White Clover
- Vehicle maintenance gate
- Proposed education board
- Proposed livestock fencing
- Northern 'Unofficial' Desire Line Path

5

To the western boundary of the residential development and allocated wintering bird mitigation area is the Chichester and Langstone Harbours, it is designated as a RAMSAR site, SPA and an SSSI due to its ecological importance and bird assemblage.

1

Wader Scrape – 6 wader scrapes are to be created of various depths and irregular shapes to provide suitable habitats for wading birds, these are strategically located along the northern boundary to minimise disturbance from the residential development.

2

Wet Grassland – A wet tolerant grass mix to consist of perennial rye grass and white clover, creating a natural habitat providing a nutrient-rich food source for foraging geese.

3

Infill Native Hedge Mix – Along Hayling Bill Trail is a series of gaps to be infilled with native hedge species, such as hawthorn, blackthorn, hazel and field maple. This will re-establish the boundary creating a visual barrier and prevents the use of a cutting through.

Proposed educational information boards highlighting areas of ecological interest.

4

Timber post & rail fence along the informal desire line.

Sinah Lane, Hayling Island Winter Bird Mitigation Pl

C
CD

J	26.10.20	Client comments	IN
I	19.05.20	Comments	PF
H	16.05.20	Comments	PI
G	03.03.20	Comments	3M
F	04.09.19	Comments	PF
E	22.08.19	Comments	Pf
D	28.06.19	Revised layout	JBL
C	05.07.18	Client comments	Pf
B	04.07.18	Ecological comments	JBL
Rev	Date	Details	Drawn

ACD
ENVIRONMENTAL

HEAD OFFICE
Rodbourne Rail Business Centre, Grange Lane
Malmesbury SN16 0ES
Tel: 01666 [illegible]

Suite 8 & 9, Courtyard House, Mill Lane, Godalming [illegible]
Tel: 01483 425714

Suite 6, Crescent House, Yonge Close, Eastleigh [illegible]
Tel: [illegible]

Suite 50, Spaces Business Centre, Quedgeley, Gloucester [illegible]
Tel: [illegible]

[illegible] Cambourne Business Park, Cambourne
Cambridge [illegible]
Tel: [illegible]

email: mail@acdenv.co.uk
www.acdenvironmental.co.uk

BARRATT
HOMES

scheme: Sinah Lane,
Hayling Island
client: Barratt Homes
drawing: Winter Bird Mitigation Plan
date: June 2018
scale: 1:1000@A1
drawing no: BDWS20660 223
drawn: PF/JL checked: ALK

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APPENDIX 8

FORM OF BOND

Ilie (piuranice Bond is made as a deed hch*een Hie following parties whose names ami addresses are set mil in the Schedule to this Bond (the "Schedule")>

(I) The 'Contractor as principal
(2) Ilie '(iuarontoi as gunranlor, and
(ã) Ilie 'Employer'

Whereas

(I) By a contract (die Tontract') entered into or to be entered into between the Einplover and the Oonriiietoi particulars ol which are set out in ihe Schedule ihe Contractor has agreed with die Employer to execute works (the "Works) upon and subject to the terms and conditions therein set out

(2) Ihe (ntar mioi has agreed with the Employ ei ai Hie request of the Contractor to guarantee the performance oftlie obligations of die C nntraetoi under Ihe Contract tipun the terms and conditions ol this Guarantee Bond subject to the limitation se! oul in clause 2.

Now this deed witnesses as Ibllows:-

I Ihe Guarantor guarantees to the IEmployer that in the event ol a breach ol the Conlract In the Contractor the Guarantor shall subject hi the provisions of this Guarantee Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to die obligation to carry out the works

2 Ihe maximum aggregate liability of the (iuorantor and the Contractor under tins Ciuarantee Bond shall not exceed 11ic sum set oul in the Schedule (the **Bund** Amount**j** but siihjo i lo such limitation anti to clause 1 Ihe linhilily ol ihe Ciuaiantoi to pay the Bond Amotmi diall be co-extensive with die liability of the Contractor to pay the Damages under the Contraet.

3 Ihe (maxanloi shall not he discharged or released by any alteration of any ol the terms conditions and pro\isions uJ the Contract or in the extent or nature of the Uorks and rlo allowance of lime by the Impluy ei nndei or in respect of the Contract or file Wuiks shall in any way release reduce or affect the kahilitv oi dle truaranlor uiMlcr 1111s (iu:iranLee Boinl.

4 \\hetfiei or cil11 this (iuarantee Bond shall be returned io the (iuarantor the obligations ol the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in die Schedule) save in iespcet ol any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and star ug that the amount being demanded has been established and ascertained pursuant to and in accordance with die provisions of oi by reference to the Contract and lakes into account all sums due or to become due lo the Cunitactor has been made upon and received by the Guarantor before Expiry

S The Coutraetor h:t\ing requested the execution of lids (iuarantee Bond by the Guarantor undertakes to the Guarantor (wiihout limitation of any other rights and remedies of the Employe ui the Guarunlor against the Contractor) to perform and discharge the obligations on Us part set out in the Contract.

6 Ihe Guar:mice Bond and the benefit thereof shall not be Irunsfened or assigned without the prioi written eonsent of the Guaranior ami the Contractor

7 Jhe panic* m this <juarantee Bond do not inkrid ?h:il any it its terms will he enibrceable. by virtuc oi The Contracts (Rights of Ibird Parties) Acc 1999 or otherwise. In any person not a party to it.

X Tliis Guaraniee Bond shall be governed by and construed in accordance with the Lms of England Lind Wales ami only the courts oilinglurid and Wales shall have jurisdiction hereunder.

Tlie Schedule

The Contractor:	Developer's details
Die Guarantor:	Bank's details
The Employer	THE COUNCIL OF THE BOKOUGil OF IIWANT of Public Service Pliiza Civic Centre Koarl 11nvani 11ampshire PO9 2AX
The Contract:	*insert details of the SIU6 Agreement*
The Works	irie construelion of a Sustainable Drainage system in accordance with paragraphs xxx of Schedule xxxxx to the Contract
The Bond VinoLint:	Tlie sum of 1Cxxxxsxx) xxxxxxxx pounds sterling only
Hie Expiry Date:	This Bund will expire for receipt of demands upon the Issue of a certificate of Practical Compleiion In iUe foimcil upon presenlahoii lu ilie Guarantor, by the Contractor of a certified true and correct copy of the Praetical Completion Certilicalc purporting to have been signed under the Contract which shall be conclusive for the purposes of this Guarantee Bond

In witness whereof the Contractor and the Guarantor have executed and delivered lids Guaranice Bond as a Deed this day of hils

FXECUTED as a DEED hy DEVELOPER)
in the presence of:-)

Director

Director Secretary

EXECUTED as a DEED by affixing ilie
COMMON SEAL of xxxxxxxxxx
BANK
in the presence of:-

Director

Director Secretary

APPENDIX 9

FULL TRAVEL PLAN

LAND AT SINAH LANE, HAYLING ISLAND

TRAVEL PLAN

November 2020

Barfatt Homes

RESIDENTIAL DEVELOPMENT
LAND AT SINAH LANE
HAYLING ISLAND

TRAVEL PLAN

CONTROLLED DOCUMENT

PB-Associates Document No.	**041.0031/TP/5**		
Status:	Final	Copy No:	

	Name	Signature	Date
Prepared by:	Jessica Lloyd	[redacted]	**June 2018**
Checked:	James Rand	[redacted]	June 2018
PBA Approved:	Mark Smith	[redacted]	June 2018

Revision Record

Rev.	*Date*	*By*	*Summary of Changes*	*Chkd*	*Aprvd*
2	28.06.18	JL	Updated Site Layout	MS	MS
3	10.07.19	JL	**Updated to reflect Hampshire County Council comments and revised site layout**	MS	MS
4	**22.0.19**	**JL**	**Required Updates**	MS	MS
5	**17.11.20**	MS	Revised Application	MS	MS

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RESIDENTIAL DEVELOPMENT
LAND AT SINAH LANE
HAYLING ISLAND

TRAVEL PLAN

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1. INTKQDUi˜ IION

1.1 This Travel Plan (IP) has been prepared by Paul Basham Associates on behalf ol Barrdtt Homes to support a full planning application lor ´195 dwellings, associated open space, pumping station, substallon w th vchicular access vi:1 5mah Lane and change o˙ use of agriruMiJral larvd to a wader and Brent Geese refuge' at and to the north o˙ Small Lane, llayling Is and. The application site is demonstrated within Figure 1 and the s te layout s demonstrated in Appendix A.

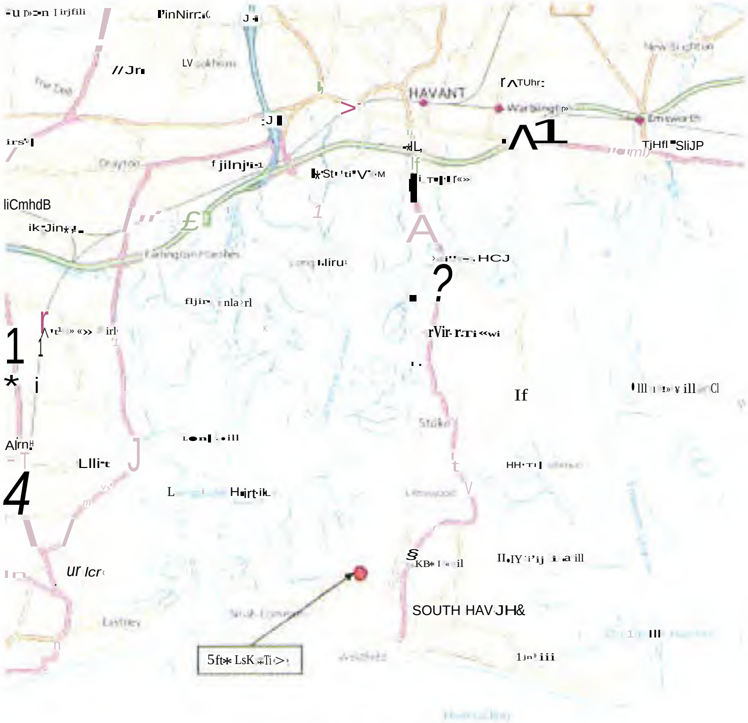


Figure ▮ Sili· LGS al nn Fldr

Travel Plan Principles

1.2 A TP is 3 strategy for managing access demands to a development site by ensuring that the travel needs o˙ its users are met ny a range of modes of transport in order to:

- Rediıce the impact of car trave assucialed wi˙li I ie f: upused developmen1 at Land to the nortn of Sinah I ane through the implementation o˙ the Travel Fean;
- Supnort a reduced need of residents to travel by prqviding inforrnation on mr sharing anci bome deliveries; and
- Ir11:rease s11stainahle travel practices where appropratesnd f:tns nle through the promotion ol sustainable travel opportunities such as SʌigncoaLn Bus services and toe promotion of local services alprig Station Hond

1.3 In accordance with HCC's guidance, the benefits of the Travel Plan which are likely to be achieved by users of the development, the local community and the local global environment are identified below:

- Development Users
  - **An attractive pedestrian environment with reduced car use**
  - **Opportunity to try new travel methods through travel vouchers**
- Local Community (including local global environment)
  - Reduced pollution on the local road network
  - Ability for residents of the development to inform other residents of positive sustainable travel experiences
  - Reduced congestion if fewer vehicles are on the road due to sustainable travel habits

1.4 The Travel Plan strategy supports access to a full range of local facilities and activities for future site-users, whilst encouraging good design principles and working with the local community.

1.5 A Travel Plan is an evolving process initiated through site visits and discussions between the main stakeholders and Hampshire County Council (HCC). The Travel Plan has been prepared alongside and should be read in conjunction with the application's Transport Assessment.

1.6 This Travel Plan is informed by the findings and dialogue between Paul Basham Associates and HCC arising from the pre-application stage and a previous application submitted under reference APP/15/00724, also for 195 dwellings.

Travel Plan Aim and Objectives

1.7 The TP strategy supports access to a wide range of local facilities and activities for future site-users whilst working alongside the local council and the local community to encourage a sustainable development. The TP follows an overarching aim to reduce the reliance on the private car whilst increasing the use of sustainable transport modes. The objectives that will support this aim are outlined in Table 1.

Objective Number	Objective
1	To promote the use of Stagecoach 30/31 services for journeys towards Havant and Portsmouth
2	To encourage walking and cycling to local amenities along Station Road which includes convenience store, eateries and a pharmacy
3	To minimise private car dependence through the promotion of car sharing and understanding the typical journeys of residents at the proposed development

Table 1: Travel Plan Objectives

1.8 Meeting these objectives will help create a sustainable development with good travel practices and will help to encourage a decreased reliance on the private car, thus reducing the impact of car travel on Hayling Island. Continual evolution of the Travel Plan is necessary to ensure the Travel Plan meets its targets and objectives. Promoting the Travel Plan process will better residents' understanding of the Travel Plan Co-ordinator's (TPC) work, which in turn should increase resident engagement with the Travel Plan. The TPC would be responsible for promoting the practices of the TP and reviewing its objectives.

Travel Plan Structure and Approach

1.9 This TP has been informed by HCCs A Guide to Development Related Travel Plans (2009) and will be broken down into the following structure.

Chapter 2: Travel Plan Policy
Chapter 3: Existing Local Conditions and Site Accessibility
Chapter 4: Proposed Development
Chapter 5: Indicative Baseline Target Travel Patterns
Chapter 6: Travel Plan Strategy
Chapter 7: Implementation, Monitoring and Enforcement
Chapter 8: Conclusion and Summary

2. IT:AVH PLAN POLIO

2.1 The objectives o: thus TP as outlined in Table 1 are designed to work alongside those set at national, regional and local levels. :n particular, the objectives relate to Nat:oriel Planning Policy Framework {NPPF), Hampshire County Council Local Transport Plan 3 (2011 2031) (LTP3); and Havant Borough Council's Adopted Core Strategy (2011 2026). these documents are also supported by HCC's Develεjpmerit Travel Plan 6uidarice.

National Policy

2.7 The NPPF acts as the central guidance For development planning and replaces national alarm:ng po:icy guidance including Planning Policy Guidance Id {PPG13}: 'ransport. As defined in the NPPF's Annex 2: Glossary, a 'ravel Plan is '*o long term management strategy for on organisation or site that seeks to deliver sustainable transport objectives and is reguiody reviewed*' and :s a requ:rement lor developments which generate a significant amount of move:ment The following NPPf paragraphs are lelevant to the Travel Plan:

> aiming prnefes and dec:sians should recognise that sites to meet ioca business and comnun:y n-mds :n rural areas may have to he found -n:l M T O oi acyond c> sting settlements, and in locations **that** are not well served r:y pub:ic ha'isaoir. In these circumstances it will ne important to ensure that devetefijrmerii i£ sens tiw tb :ts s.jrrn.jnijir p:. dewfis not have an :inacceptable impact OP local roads and exploits any opportunities to maxe a location rnpre sustainable (for example by irnproving the scape for access on Fool, by cycling or by :jblic tf ansportj. fhe .ise ol prev o.i:y developed ii:d ai:l :il es 1na: are phy:al y we: rclated to existing se11 entenis, :hould h: encouraged where suitahre opporlunciussi :t
>
> *{NPPF Para.84)*

> transport issues should be considered from the earliest stages *oi* plan-making anri development proposals. so that:
>
> j *TM floienllal impacts of developmeat on transport networks con he od&issed;*
>
> ú) *Oppcrtunites from* cwijsJrrrtj *o(proposed ifQflspon infrasrcoctore, and charging trampoti technology and u\n;}?, ;rrp rcoiV.rn for exonfpte iri <dol:Or110 ir(stale, iacattor o' Jens:ry of* rte*vebprnen*r *:io*r curt *be accommodated;*
>
> « *OppoU:r:iTipj ic: f:rc:/nole w£?ttin j cydifkj and ;u>hli 1:or sport* JSC *are :den ijified and pvrued*
>
> ci *The environmental impacts of traffic and transport irfras:rw rure ton he :denuded. assessed and token into account – including appropriate opportunities for avoiding and mitigating* ctr:y *adverse effects, and for net environmental gams; nno*
>
> dt *Patterns of movement, streets, parking and other transport considrrations are* :Vcp^LI' *to the design of schemes, and contribute* :*a mnkinri h/qh qoodiy places*
>
> *(NPPF Fora.102)*

> **I :iL piartning syjstem shoul6 actively manage patterns of growth in supoort tnese objertives 5:gnificant dovelbpment shoufd be focused Oi locations w:ich are or canse made sjstainable, rhro.15n l m ting the need to travel and oHe11 W a p∧r: i :IU L:l o ce ol Vensport modes I nis can** *hep* **to reduce congestions and emiss:ons and :mprove air qjahty and public hea:tl: Howt:ver, opportunities to maximise s:jndmable transport solutions will va:y between urban and n.ra! areas, and** this **should be taken into account in both p:an making and dads o: i caking**
>
> *(NPPF Para.103)*

Development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe. [NPPF Para. 109)

All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a transport statement or transport assessment so that the likely impacts of the proposal can be assessed.

(NPPF Para. 111)

Planning policies and decisions should sustain and contribute towards compliance with relevant limit values or national objectives for pollutants, taking into account the presence of Air Quality Management Areas and Clean Air Zones, and the cumulative impacts from individual sites in local areas. Opportunities to improve air quality or mitigate impacts should be identified, such as through traffic and travel management, and green infrastructure provision and enhancement. So far as possible these opportunities should be considered at the plan-making stage, to ensure a strategic approach and limit the need for issues to be reconsidered when determining individual applications. Planning decisions should ensure that any new development in Air Quality Management Areas and Clean Air Zones is consistent with the local air quality action plan.

(NPPF Para.131)

Regional Policy

2.3 LTP3 (2011-2031) sets out Hampshire's transport strategy and identifies a range of policy objectives, with those most relevant to this Travel Plan stated below.

Policy Objective **4:** Work with bus and coach operators to grow bus travel, seek *to* remove barriers that prevent some people using buses where affordable and practical, and reduce dependence on the private car for journeys on inter- and intra-urban corridors;

Policy Objective *9:* Introduce the 'shared space' philosophy, applying Manual for Streets design principles to support a better balance between traffic and community life in towns and residential areas;

Policy Objective 11: Reduce the need to travel through encouragement of a high-speed broadband network, supporting the local delivery of services and in urban areas the application of 'smarter choices' initiatives;

Policy Objective 12: Invest in sustainable transport measures, including walking and cycling infrastructure, principally in urban areas, to provide a healthy alternative to the car for local short journeys to work, local services or schools; and work with health authorities to ensure that transport policy supports local ambitions for health and wellbeing.

Local Policies and Initiatives

2.4 HBCs Core Strategy (2011) is a long term strategy that seeks to shape and guide new developments in Havant Borough. The Core Strategy proposes a policy framework for new developments. The Core Strategy proposes the following:

"In 2026 Havant Borough will be a cleaner, safer and more prosperous place. It will be a place where people of all ages and circumstances will want to live, visit or work, it will be a sought-after location, well known as the home of windsurfing and for its superb Solent coastline. It will be widely recognised for its

sustainable, innovative and high quality design developments and the stewardship of its naturni and built environment /'

2.5 HBCs Core Strategy also identifies the importance of development Travel Plans and Transport Assessments as a way of supporting the above aim. This IP and the accompanying TA seek to ensure that the proposed development supports and complements the following policies:

Poliev C59 -lousing sl ates

- *i›!annif'if fit Y ussiot' wYli he granted for boo-in7 prnon:WA 'hu' vwl' act'teve o suif akie dens''y of tievelopi:;en1 for the location taking into abcat/nt accessibliity to public transport and proximity 10 employment shops and services id addition to respecting th? nsr founding landscape, character unct huiit farm*

Policy LJ20 I ranspori snd Access Siratify &?dles development will be permitted ifiat

- *!5 consistent* vwte *and* r ur'wfrutei te *the implementation of the* 'Reduk iVijcvge LM?J *invest' strategy*
- Poes nW *t/irrpirse congesf/rjn oni/ fj,'0,'rjofcs* beffer yypo/ ewsnnf? tenispof! *networks;*
- !ffipovfi (jfi PSi1f.' 'y *to \ji)oc's, services and employment urm pmtnrW · egoohiy* ›i *the transport system;*
- *Provides transport managernerv* merrvivrvs *to m'lurc the sate end efficient oner Hiton of the strategic ana' local road network;*
- *insures tnut highway de^gn re$i antis positively to the characteristics of the area and delivers o high quality potvc realm /or t?iV users;*
- *Maintains or minrow: ihn range of 'runsport wooes m cesyifr'e to the users o} the development Site with specifit emphasis on pgbfit transport, especially high quality/fren.:my hrr.es and itidudes walking ond eyeing whew aptu annul e; and*
- *improves Highway, cycling pat pedestnan hnks vet*ween r›;e western *bmlt up area of the Borough and the eastern area of the Borough to creole ıı strong east/ west communication axis that posses through Dunsbury HU' Farm/ Leigh &jtk .*

DV1? Vitiating :ne Impacts ol Irivl stales.

- ***New developments wifi berequired to miligate their travel impacts, including the environmental impacts of** 'mve! ' ir: as **none**, uu **and v'sool Qoiiut'on and** impor t; **on** amendy **hvutrh end o'mate change/***

2.G This TP has been written in accordance with these pc·lic es to meet ihe sustainable requirements lor new developments within the Borough of Havant and iimrease the share o' n tenut ve transport options lor the proposed development and wider com -unity.

2.7 Seeking to maximise and build upon opportunities presented at all of the above scales, this TP's primary aim is to reduce the reliance on the private car whilst increasing the use of sustainable transport modes helping to create a sustainable development on Hayling Island.

3. EXISTING LOCAL CONDITIONS AND SITE ACCESSIBILITY

3.1 The site is 12.64 hectares and is currently a green field with agricultural purposes and access taken from Sinah Lane. The site is located on the western side of Hayling Island within Havant Borough and is bounded to the south and west by residential dwellings, greenfield to the north and the Hayling Billy Trail and Hayling Island Amateur Dramatic Society to the east. The site has good access to local facilities, being within 700m of Wnid Town and approximately 1.9km of the facilities in MPNGHARRI (measured from the centre of the site). The site and its surroundings are demonstrated in Figure 2, with an accessibility map provided as Appendix B.

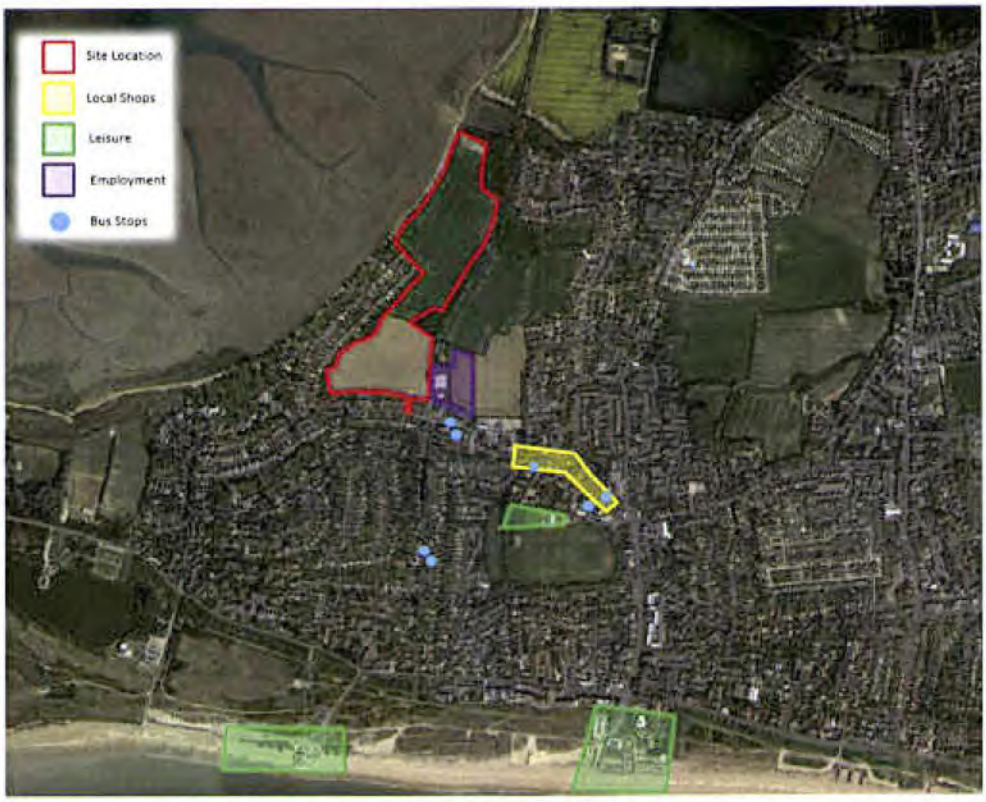


Figure 2: Site Content

3.2 The existing site is accessed via a single track taken from Sinah Lane, see Photograph 1

Photograph 1: Existing Site Access

3.3 The site is approximately 700m from the centre of West Town (taken from the centre of the site) and the associated services which includes eateries, a convenience store and a pharmacy.

3.4 The site is also approximately 1.9km from Mengham (measured from the centre of the site) where further facilities such as a GP's surgery, pharmacy, schools and public houses are located. The distances to local amenities (taken from the centre of the site) are outlined in Table 2, with an accessibility map attached as Appendix B.

Amenity	Distance (taken from the centre of the site)	Walking (based on 80m/minute)	Bus (minutes)	Cycling (minutes)
Local Infant School	1.6km	20	13	5
Local Junior School	1.6km	23	1K	6
Closest Post Office	1.9km	24	14	1
Closest Convenience Store	0.6km	8	[illegible]	2
Closest Bus Stop	300m	4	0	1
Closest Secondary School	2.1km	27	24	7
Closest Bank	1.9km	24	14	7
Closest Doctor's Surgery	1.8km	23	16	[illegible]
Closest Public House	0.5km	6	4	1
Hayling Island Community Centre	0.8km	10	[illegible]	2
Funland Amusement Parks	1.5km	19	7	[illegible]

Table 2: Distance to Local Amenities

3.b TIIP Churtered Institution of Highways and Transportation KJIII! outlines guidance for 'Providing for Journeys on Foot' (2000), which identifies desirable, acceptable and preferred maximum walking distances for local amenities. Table 2 demons! ales Ihe oca! amenities surrounding the site and iheir distance, whilst Table 3 outlines the guidance proposed by CIHT.

	local Ctinlr£ (rn)	C::riniming/Scnoo /Sight-seeiig (:n)	ElsawhcrG Im)
Desirable	200	sue	400
Acceptable	400	**1000**	30p
Preferred Maximum	BOO	2000	1200

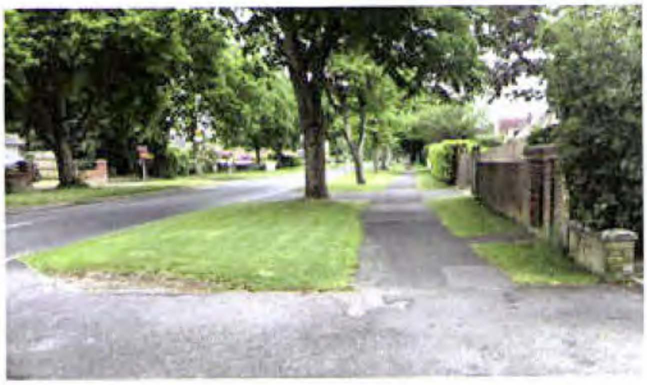
Table 3 cur Oilid:iurr lo: Providing hr Journeys or loot

3.6 This indicates that there are numerous facilities within Close jproximfty which are within the preferred maximum distance that OHI suggests. In particular local schools and a post office are all within the 'proforred maximum' walkingdistances for journeys on tool. This highlighls that walking to local schools and facilities Vom the proposed development is realistic.

Pedestrian Network

3.7 There are approximately 1.8m wide footways flankmg both side oJ Sinah Lane, with the southern side also having a wide grass verge which enhances the pedestrian environmeri. The route towards the seafront (using Staunton Avenue) is also an attractive environment with wide footways and verges. Tfiese environments arc demoristrated in Photographs 2 anri 3.

Photograph 2 Sn:h Lare Pf:lesir ai Erv:ronmenT



Photograph 3: Staunton Avenue PedfStum Environment

3.8 The pedestrian route towards West Town (using Station Road) from the proposed site has recently been upgraded by Barratt Homes' 'The Oysters' development: APP/15/00919 which ensures there is a continual footway and pedestrian crossing facilities towards West Town. Within West Town there is a pharmacy, eateries, butchers, salon and a convenience store. Photographs of the route to West Town and the pedestrian environment in West Town are demonstrated in Photographs 4 and 5 respectively.

Photograph 4: Station Road Pedestrian Environment

Photograph 5: West Town Centre Pedestrian Environment

3.3 The pedestrian route towards Elm Grove would utilise Station Road and St Mary's Road. At the junction of Station Road/Manor Road and Manor Road/St Mary's Road there are dropped kerbs and pedestrian refuge islands, with a zebra crossing in place across Beach Road/Manor Road. St Mary's Road provides a continuous footway on the southern side of the carriageway. Along Elm Grove there are a number of pedestrian crossings in place consisting of dropped kerbs, tactile paving and further zebra crossings.

3.10 The south of Hayling Island is also supported by a number of Public Rights of Way (PROW) which are demonstrated in Figure 3, with a red circle highlighting the proposed MIH location.

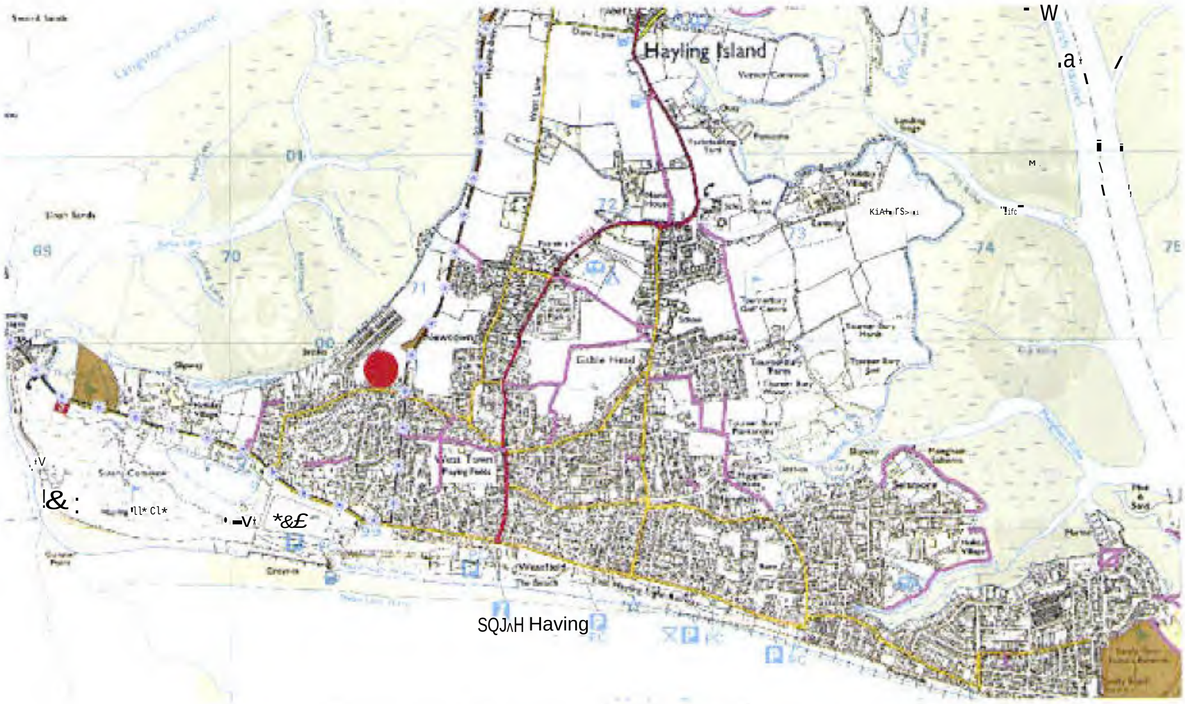


Figure 3 HHVIMM Island South Public Right of Wav Map

Cyclist Network

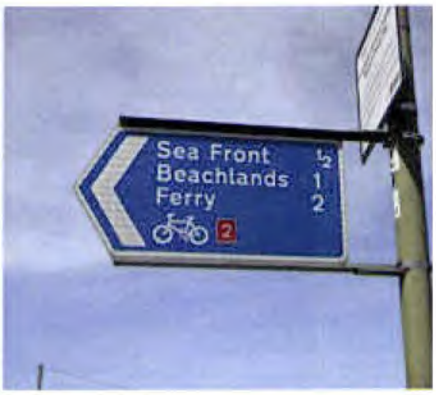
3.11 The local road network benefit?; from gentle grackents which help to make cycling a more attractive mode of transport. Furthermore, National Cycle Route (HO\) 2 is within close proximity of the site which runs between Dover and Cornwall.

112 Mure locally, NCR 2 connects Portsmouth, Chict;esLer and Sou111ampton, 1owards hay11ng Island, The route is ;; mix of on-road cind Era'' c-free routes, with n cycle ride r.Lo Portsmouth taking approximately 30 minutes (including a ferry).

3.13 Within Wesi Fowr diem are cycle parking facilities and designated/signposted cycle routes. See Photographs fi 7 and 8.

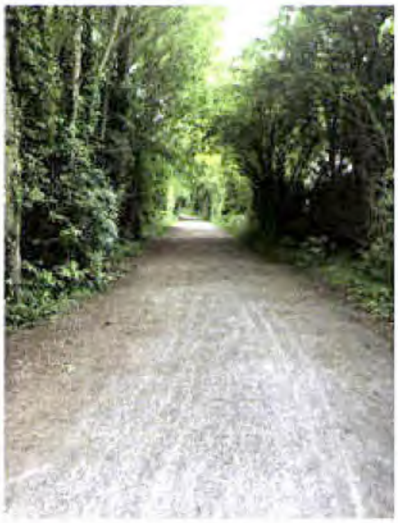
Photograph 6: Cycle Parking in **West Town Centre**

Photograph 7: StHinn Road on road **cycle route**



Photograph 8: Cycle finger posts

3.14 The site is also adjacent to the 'Hayling Billy Trail' which is a 5-mile traffic free round trip from the south to the north of Hayling Island. The trail uses the Hayling Billy Coastal Path which runs along the west coast of Hayling Island. Parts of the Hayling Billy Trail run very close to the coast line. Conditions of the Hayling Billy Trail along its route are demonstrated in Photographs 9, 10 and 11.



Photograph 9: Hayling Billy Trail (Southern End)

Photograph 10: Hayling Billy Trail (Middle)

Photograph 11: Hayling Billy Trail (Northern End)

3.15 The Hayling Billy Trail varies in width, with parts having a demarcation for equestrian users, cyclists and pedestrians. The surfacing also changes along the route with the northern end from Victoria Road more formally surfaced as evident in Photograph 11.

3.16 A snapshot of the Havant Borough Cycle Network 2017 in vicinity of the site is provided in Figure 4.

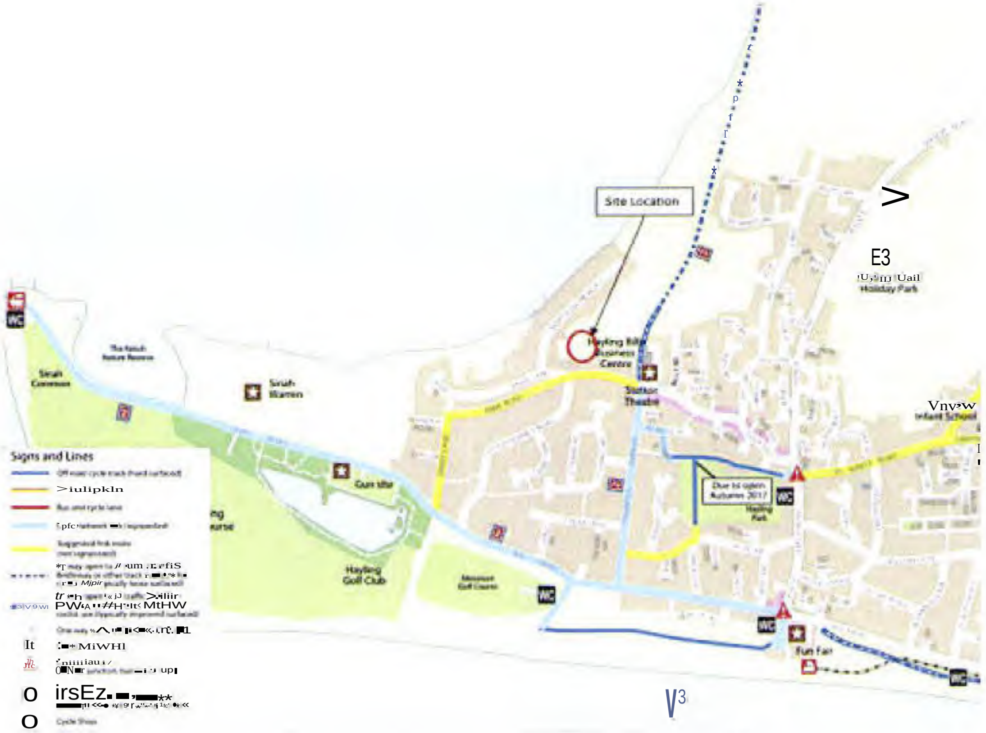


Figure 4: Havant Borough Cycle Network 2017

PubSsc Transport

3.17 Ihe site exhibits good accessibility for public transport within Hayling Island, with the Stagecoach number 30/31service upersting an a half huu·ly bass from the ous stops on Station RoaOapp·ox·mately llOrn from the site access and thus 320m from Che centre of the site. Ihe route connects the site to South Hayling, Mengham, Gab·e Head, Langstone and Havani and operates from 06:70 to 22:3B Monday to Friday.

3.IB Havant Rail Station is located approximately a 30-minute cycle to the north nl toe site and is accessible va the dayling billy Trail and National Cycle Route *1* Ihr staton is also accessible via the aforemeet·oned Stagecoach bus serv·ο: number 31.

3.19 Havant Rail Station is equipped with *92* sheltered and secure cycle siorage spaces, a total of 632 car packing spaces across two car parks (including 8 u·sabled spaces) step tree access, wait·ng rooms, toilets, cuStoiner hclp points, CC·V and day11me (Mordny Sunday) rtnffmg.

3.20 The station provides direct access to destinations including Portsmouth Harbour, Southampton Central, Brighton, London Victoria and London Waterloo. During the peak periods trains typically stop at a frequency of two per hour for services to Southampton Central, Brighton and London Victoria, three per hour to London Waterloo and six per hour to Portsmouth Harbour. Journeys to Portsmouth Harbour take approximately 16 minutes with journeys to London Waterloo taking approximately 70-80 minutes.

3.23 In the AM and PM peaks there are trains roughly every 20 minutes in an easterly direction, 10 minutes in a westerly direction and every 15 minutes in a northerly direction providing opportunities for commuters to Brighton, Portsmouth/Southampton and London Waterloo/Victoria respectively (as well as intermediate stations).

Maritime Services

3.22 A commercial ferry service is also available from Ferry Point (Ferry Road) (re-launched August 2016) and connects Hayling Island and Portsmouth for foot passengers and cyclists. Ferry Point is approximately 7.6km west of the proposed site, approximately a 3[illegible]-minute walk or 10-minute cycle. The ferry operates seasonal timetables, with the current Spring 2018 timetable departing Hayling Island at 06:[illegible]0, 07:20, 08:00 Monday to Friday only plus hourly services between 08:40 to 19:30 Monday-Sunday. Returning from Portsmouth, the ferry again operates hourly, with the last ferry service at 20:00.

Key Travel Resources

3.23 Sustainable travel opportunities are supported locally. Table 4 provides a summary of key travel resources.

Resource	Description	Details
Living Streets	National organisation for supporting pedestrians	www.livingstreets.org.uk
Cycle Streets	Online cycling journey planner	www.cyclestreets.co.uk
Fix My Transport	Online facility for resolving local transport infrastructure problems	www.fixmytransport.com
Sustrans	The national sustainable transport charity	www.sustrans.org.uk
Traveline	Online travel journey planner	www.traveline.info
My Journey	Journey Planner	myjourneyhampshire.com

Table 4: Key Travel Resources

4. PROPOSED DEVELOPMENT

Accommodation Schedule

4.1 The proposed development would consist of 195 units, 30% of which would be affordable housing. A summary of the accommodation schedule is provided within Table 5, whilst the proposed development site layout is included as Appendix A

Affordable Housing		Market Sale Housing		Total
Type of dwelling	Affordable	Type of dwelling	Market Sale	
2 Bedroom	3?	2 Bedroom	29	63
3 Bedroom	13	3 Bedroom	52	100
4+ Bedroom	1	4+ Bedroom	26	27
Total	58	Total	137	1.95

Table 5 Accommodation Schedule

Internal Layout

4.2 The proposed site layout is based around a cul-de-sac design with a spine road measuring 5.5m in width and short shared surface driveways servicing small pockets of dwellings. Footways of 2m in width flank both sides of the main carriageway. Visitor parking is to be provided in the form of designated parallel parking bays and laybys.

4.3 Additional pedestrian and cycle accesses are to be provided to increase permeability with the surrounding infrastructure as well as ensure routes to facilities are provided as close to residents' desire lines as possible. A pedestrian access is proposed onto Small Lane along with an access also onto the Hayling Billy Trail to provide a permeable, sustainable and pedestrian friendly development. An illustrative map of the pedestrian and cycle access points is provided in Figure 5 whilst the site layout attached as Appendix A also highlights the access points.

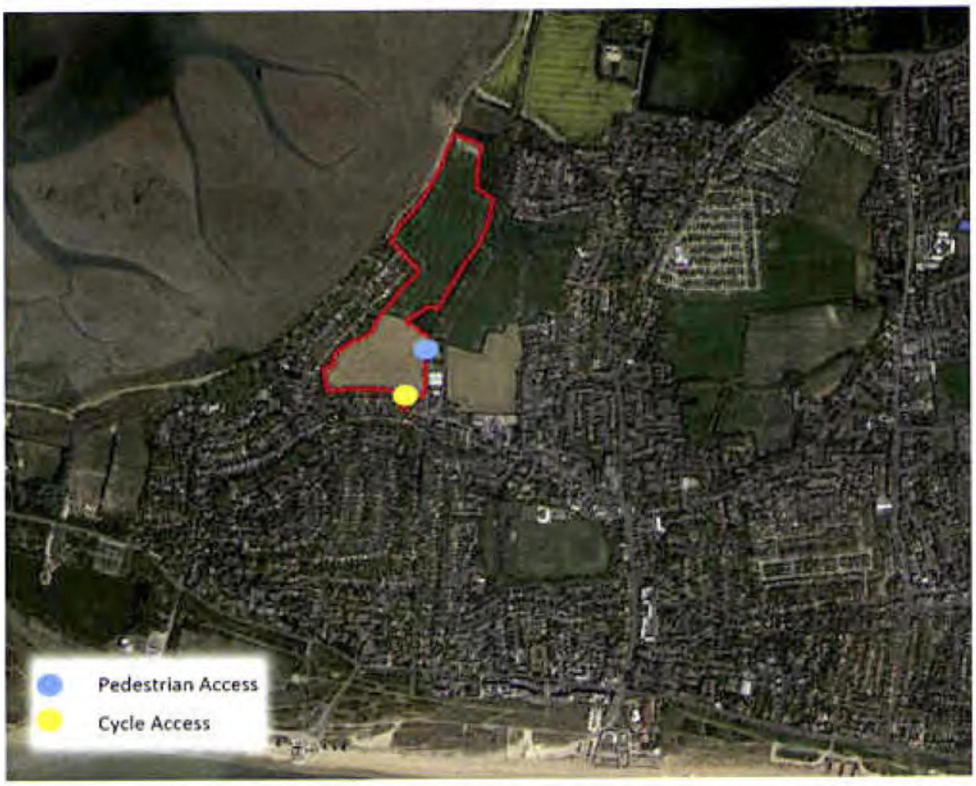


Figure 5 Pedestrian And Cycle Access Points

Parking

4.4 Parking for the development has been informed by Havant Borough Council's Parking Supplementary Planning Document (July **2016**). The standards and development provision is outlined in **Table 6**.

Unit Type	Number of Units	Minimum Car Parking Requirement (allocated)	Minimum Car Parking Requirement (unallocated)	Provision
2 Bed Unit	US	3 spaces	**1.3 spaces**	116
B Bed Unit	100	7 spaces	1.9 spaces	200
A Bed Unit	**27**	3 spaces	2A spaces	si

Table 6 Parking Standards and Provision

4.5 The development would provide a total of 447 spaces, of which 407 would be for residents and 40 visitor spaces. The proposed parking strategy was discussed and agreed in principle with HBC and HLL officers at the pre application stage.

4.6 The site also provides cycle parking in accordance with HBC standards with garages accommodating cycle parking where proposed. Where no garages are proposed, direct access will be provided to rear garden sheds for the houses and communal cycle storage for the flats. The cycle parking standards are as outlined in Table 7.

Unit Type	HBC Cyde Parking Standard	
	Long Stay	Short SΛy
2 - 3 Bedroom	2 spaces nor unii	20% of ini? long-term cyrip paxking standards
4 Bedroom	2 spates pun jnil	

Table 7: Cyi. Harking Standards

4.7 For every house provided with a garager the dimensions of the garage are at least Brn x Gin to accommodate 1he cycle parking requirements. All other houses would be provided with a secure shed within die rear garden of the property, with direrl access Lo the rear garden either vin a side gate or rear gate. The maisonettes on the development are all provided with secure cycle stores within the individual units. Therefore, with 2 spaces per unit a total of B90 spaces are Lo be provided. Whilst no dedicated visitor cycle parking is provided it is considered that such parking could he accommodate on plot.

5 INDICATIVE BASELINE AND TARGET TRAVEL PATTERNS

5.1 In order to establish the modal split of trips generated by the site Census 'Journey to Work' data has been used. The 'Hsvani 015' Mid Super Output Area (MSOA) is considered to be the most representative of the proposed development, which includes the proposed development site. The modal split proposed to be generated by the site is outlined in Table 8.

Mode ot Travel	Percentage
Single Occupancy Vehicle	80%
Passenger in vehicle	494
Walk	5%
Bike	4%
Public Transport	5%

Table 8 2011 Census Data "Journey to Work"

5.2 The above table indicates that in the region 80% of all commuter trips are undertaken in a private vehicle without passengers, whilst d% of trips are undertaken as a passenger. The total percentage does not add up to 100% due to the omission of 'other', 'motorcycle' and 'Taxi' categories (equating to 2% respectively).

5.3 The Journey to Work Census Data output is contained in Appendix C.

Targets

5.4 SMART (Specific, Measurable, Achievable, Realistic and Time bound) targets are proposed to be met over a five-year period, monitored from 50% site occupation. These targets inform the measures and monitoring strategy and the Action Plan. Overall, a 10% target modal shift away from Single Occupancy Vehicle trips is sought through the implementation of the Travel Plan, which is in accordance with the Travel Plan approved for the nearby Oysters development. Modal split targets are shown in **Table 9**.

Target	Objective	Baseline Modal Share	Target	Modal Share Target
TP1	Single Occupancy Vehicle Trips	50%	*10%*	*70%*
TP2	Increase the number of resident travelling by Public Transport	*h%*	*+2%*	*7%*
TP3	Increase the number of residents walking and cycling to and from the site	*5%*	+494	19%
TP4	Increase the number of vehicle trips with passengers	4%	+494	*8%*

Table 9: Interim Modal Share targets Based on Census Data

5.S These targets are based on current baseline modal splits and the availability of other services to promote alternative modal uses. Given the distance from the train station, public transport has been allocated the lowest percentage increase whilst walking and cycling have been given a higher allocation due to the close proximity of local facilities making walking and/or cycling an attractive mode of transport. As car sharing has the lowest percentage share this has been given a percentage increase of A%.

S.6 The baseline modal split would be determined through a TRIGS Standard Assessment Methodology (SAP/) Survey undertaken at a key milestone relating to the development's occupation. The baseline survey would be conducted within ? to 6 months of the occupation of the first unit. This survey would help to establish accurate site-specific baseline travel patterns for the development which are anticipated to be similar to those outlined in Table S. Details of the survey schedule are outlined in Section 7. This trigger point (3 6 months] is in accordance with MCC's latest comments on this Travel Plan, and this survey will therefore take place within this time frame regardless of how many units are occupied and could therefore result in a small sample size. Timings of the survey would be confirmed no review of occupancy rates within this timeframe.

h 1HAVEL HLAN SIRATEGY

6.1 The following section proposes a package of measures to be adopted and refined by the Travel Plan Coordinator (TPC) throughout the lifetime of the Travel Plan. The measures proposed are strongly influenced by die site location, the travel pia- objectives and targets and local and national policy. Fhe measures chosen could also be continued by local residents beyond the monitoring period. The cost of the TPC is included in the costed Action Plan referenced in paragraphs 6.24 and G.25.

6.2 The package of measures primarily focuses or 'sotl measures' which are to be adopted ami relmed by the TPC throughout the lifeeme of the IP. Other 'hard measures' when are proposed by the devclopmeni inc!JDE:

- Connechons to the Hayimg Billy Trail
- Improvements to the Hayling Billy Frail
- Footway ronncrtinn to Sinah Lane
- Cycle parking provision

Key Stages: Preliminary

6.3 In order to mee1 the aims and objectives of this TP a nurnBET of measures are csscntiai to be completed at an early stage. Completing these tasks would help to embed the TP within Ihe development and the local community. Prior to first occupatior Thc TPC should complete all prelirnmary Tasks identilied in tlie Action Plan.

6.4 the developer would be required to appoint a TPf, yvhose details would be given to the HCC TPO alorigside a finalised Action Plan. Ihe TPC would then prepare a database for holding important contact details [residents, TPO, forums etc) alongside liaison with other locil mCs. Through this stage There should be ongoing dialogue between the TPC, the developer and KCCs IPO.

6.5 II Residents Association Mee11ngs (ITAMs) are set up by the developer, the TPC wiliattend these to gather information from residents to help tailor the Travel Plan Co-oidination. If these are not set up it will be the responsibility of the TPC to attempt to create a steering group to discuss travel planning within the development with the residents. Experience has found that this type ol group is not popular and dues not gather many attendees, therefore RAMsare preferable.

6.6 A baseline travel survey would be completed within the preliminary period which would last from prior to occupation to 50% occupation. It is proposed that a TRICS SAM survey would be completed within 3 to 6 months after first occupation (regardless of how many units are occupied by this deadline) to ensure baseline travel patterns are captured. Completing a survey at this point allows TP targets to be revised if necessary before the start of the TP.

Key Stages: 5 Years Following 50% Occupation

6.7 The TP would become fully active following first occupation and would remain active for a period of 5 years following 50% occupation. Given the size of the general residential development this is likely that full occupation would take approximately 18 months from first occupation. The ultimate aim of the TP is for residents to take over the day to day implementation of the TP and for it to become firmly embedded within the local community once the official monitoring period is finished. This ensures residents who move in early still receive the TP promotion material and have the opportunity to change their travel habits early.

6.8 Prior to 50% occupation residents would be supported to travel sustainably through regular newsletters, leaflet drops and the travel plan website to encourage travel behaviour changes.

6.9 During the lifetime of the TP the Action Plan agreed with HCC at the preliminary stage would be expanded upon through the implementation of a variety of measures. Those measures would be determined through liaison with the residents, developer, TPO, local TPC's and other key players.

6.10 The TPC would regularly engage with residents to ensure the work of the TPC can continue after the 5-year monitoring period has finished. The TPC would attend resident association meetings if such a group is created and would also attempt to set up a steering group or bicycle user group (BUG). This engagement would help ensure a seamless transition when the TP's term is over.

Modal Measures: Walking and Cycling

6.11 The site is in close proximity to the facilities within West Town and Mengham which suggests that walking and cycling are likely to be attractive modes of transport for residents for short journeys. The pedestrian network within the site vicinity connects pedestrians to local services with footways provided along the route towards the centre of West Town. The route towards West Town has recently been improved by the nearby Barratts 'The Oysters' development which ensures an attractive pedestrian route is available to connect with local facilities. This would help encourage shorter journeys to be undertaken on foot rather than the private vehicle.

6.12 The TPC would encourage the use of local walking and cycling amenities through promoting national/local cycling and walking campaigns and events e.g. Cycle to Work Day. To further encourage walking and cycling the TPC would seek to secure discounts at local stores, with information on local cycling and walking routes provided as part of the resident TP Welcome Pack. Particular emphasis would be given to the connection with the Hayling Billy Trail and the National Cycle Routes within the site to highlight opportunities available other than the private car.

Modal Measures: Public Transport

6.13 Within 310m from the centre of the site there is a pair of bus stops with the bus stop to the north of Station Road equipped with a bus shelter, seating and timetable and the bus stop to the south of Station Road marked by a flag, pole and timetable. This presents an opportunity to promote the local bus services available to the users. The TPC would seek to raise awareness of the local bus network by providing information on bus times and services. The TPC would also maintain a dialogue with local bus operators, seeking development discounts and promotions where appropriate.

6.14 The local bus service provides an excellent opportunity to connect residents with Havant Town Centre and should again be promoted to ensure shorter trips are travelled sustainably, with wider travel opportunities available from Havant.

Modal Measures: Car Sharing

6.15 On occasions where car use is unavoidable the TPC would seek to promote car sharing through the use of websites such as https://hants.liftshare.com. Promoting sustainable driving practices such as car sharing helps to reduce pollution and congestion. The Hants liftshare website provides information about car sharing and helps members to find potential car sharing partners.

6.16 The TPC would also provide residents with information of fuel efficient practices and the benefits of car sharing. Through the TP, the TPC would explore opportunities of setting up of development based car sharing network if the demand exists given that the starting destination would be the same for residents. This sales tool would assist in promoting car sharing, and the opportunity could be discussed at resident meetings if available.

Modal Measures: Home/Remote Working and Other Modes

6.17 Working from home and utilising mobile technology has become a part of the daily work routine for many companies. Although the TP has limited scope to influence workplace practices the TPC would seek to ensure that residents are aware of the developments in smart working technology. The developer would also provide a good level of internet provision to enable working from home.

6.18 The developer will also explore the opportunity to provide electric vehicle charging points, although it is worth noting that this would not be monitored by the TPC as any vehicle trips in such vehicles would still count towards a private vehicle trip. Therefore, more emphasis will be placed on more active modes of sustainable travel such as walking and cycling, along with public transport.

6.19 This TP has not defined specific targets for other travel modes such as motorcycles or taxis. Should the monitoring exercises and communication with residents and key players identify a strong interest in other travel modes, the TPC would seek to explore these through dialogue with local key players such as [illegible] TPO.

Local Area and Other Site Users

6.20 The TP should not develop in isolation from the local community and therefore the TPC would seek to maximise liaison and communication between local resident groups and community groups. The TPC would also promote local facilities and encourage the promotion of sustainable travel options to visitors and work alongside other local TPC's.

Visitors

6.21 Travel Plans should also encourage and extend sustainable travel opportunities to any visitors travelling to and from the site. Residents' own positive sustainable travel experiences should have a knock on effect to visitors. Visitors would also have access to the Travel Plan website similarly to local residents and will be able to make an informed decision on how they travel to and from the site.

Incentives

6.22 The TPC would seek to negotiate a 'Travel Gift' incentive in the form of a bus or cycle voucher for the residents. This incentive would be negotiated with local bus operators and local cycle shops. The TPC would aim to secure a £[illegible] voucher towards cycling equipment or bus tickets and once issued the voucher would be valid for 3 months. Such an incentive should help residents try an alternative mode of travel to the private car and help residents understand how utilising a bicycle or public transport could be used as a primary mode of transport.

Communication and Marketing

6.23 The TPC would provide residents with a site specific websif such as PBA's Travel Planning Website (www.Ipc-PALIIBASHAMASSOCiates.com), whizh would provide information on site acressibdily arid sustainable Lravel opiions. It could also provide inFormntion on arid promote the foilowing, which woulJ be maintained by local residents in the long term:

- Introduction to the TP;
- Accessibility Map;
- Walking, cycling and public transport links and journey planners;
- Key travel links such as the My Journey personaUsed journey planner tool;
- TP newsletters;
- IP Welcome Packs;
- TP survey results;
- Local IF torum minutes; an:l
- Lotal news/advertisement/discounis.

6.24 The website would also residents the opportunity to voice concerns thiough an online torm which is also where residents can request tourney planning help or requests vouchers (explained in more detail below}.

h.25 1he erosion of a recognisable uric identifiable TP logo would he completed by the TPC. This would be used or all TP material and used within the coordinated marketing campaign meetings and communication tor T; lSted below:

- Travel Plan Welcome Pack,
- **Nowsleher** (6 rnon1111y);
- Posters; and
- Social Media Pages.

6.26 PersonΛLed Travel Planning (FTP} would also be o"tored to each household to help identify new travel opporttinities. Such PIP would bo offered through Welcome Paths and newsletters along wuh door knocking exercises.

Action Plan

6.27 To accompany this TP a proposed Action Plan has been developed and sets out the measures to be implemented by the TPC. The measures have been split into modes of travel and include the preliminary measures that would need to be undertaken by the TPC. Before the start of the TP the TPC would seek to approve the Action Plan with HCC's TPO, reviewing and revising measures as appropriate. The proposed Action Plan is shown below in Table 10.

	Action	Responsibility	Timescale
Preliminary	Travel Plan Coordinator (TPC) to be instructed and confirmed with HCC.	BH/TPC	Prior to Occupation
	Hard infrastructure to be implemented	BH	
	Relevant TP logo and identity established	TPC	[illegible] months after first occupation
	Contact HCC's TPO for information on local travel events and confirm Action Plan		
	TPC to seek contact with local bus operators and cycle stores to arrange discounts/promotional packages.		
	Confirm communication strategy including attendance at resident meetings, newsletters and webpage		
	Prepare TP database for logging and recording household details, local key players and survey responses.		
	Prepare and distribute TP welcome packs and baseline surveys.		Prior to occupation
	Liaise with sales representatives to introduce TP and any incentives available.		
Walking/Cycling	Negotiate travel gift incentive with local cycle store	TPC	Ongoing
	Provide residents with information on local walking and cycling routes, adding further information and photographs		
	Promote local cycle stores.		
	Publicise local and national events and campaigns such as Walk to Work [illegible] Week, Sustrans Big Cycle and Walk Challenge.		
Public Transport	Liaise with local bus operators for site discounts/incentives	TPC	Ongoing
	Provide information on the local bus networks by publishing maps and timetables. Adding further information and photograph contributions from residents		
	Prepare a cost comparison table for public transport verses single car travel		
Car Sharing	Promote the benefits of car sharing.	TPC	Ongoing
	Promote car sharing websites such as Hants Lift Share		
	Provide information on fuel efficient and sustainable driving practices.		
Home/Remote Working	Promote smarter working technologies.	TPC	Ongoing
	Explore measures and targets for other modes if/when they become relevant		
Visitors and Other Site Users	Promote the use of local facilities through the development of community [illegible] providing information, [illegible] and photographs.	TPC	Ongoing
	Liaise with other TPCs (including schools and businesses)		

	Encourage the promotion of sustainable travel options available to visitors		
Communication and Marketing	Update TP webpage at frequent intervals	IK	Ongoing
	Prepare 6 monthly newsletter updating residents on local travel news and any discounts/promotions.		
	Provide social media updates at regular intervals		

Table id: Action Plan

6.28 A costed Action Plan has also been created to understand the costs in delivering the Travel Plan. The costed Action Plan would also be used to calculate a bond figure. This Action Plan is contained within Appendix D.

7. IMPLEMENTATION AND MONITORING

The Travel Plan Coordinator (TPC)

7.1 The role of the TPC would be part-time over the course of the TP, with mutual support from Barratt Homes. The TPC would be operated by an external consultant on a part time basis (approximately 3 hours per week) and would be responsible for implementing and monitoring the TP through the collaboration with residents and the local community ensuring that they are included at every stage.

7.2 More specifically, the role of the TPC requires:

- Overseeing the development of the TP;
- Implementing an effective marketing strategy and raising awareness;
- Staying informed on local, regional and national campaigns and promotions;
- Acting as the point of call for all TP related queries;
- Liaising with HCC, residents and the developer, and
- Coordinating the monitoring and evaluation of the TP including the organisation of surveys.

7.3 Upon the appointment of a TPC (at least three months before occupation) contact details would be provided to the HCC TPO to ensure that a clear dialogue is possible form the first introduction of the TP.

Travel Plan Forums

7.4 The TPC would be required to attend any local travel forums and resident/community meetings to ensure that the TP is well coordinated, remains relevant and is an established part of community.

Surveys and Feedback

7.5 The TPC would undertake a consistent monitoring approach for the implementation of the TP, with the following aims in mind:

- Ensuring that surveys are undertaken at defined intervals;
- Ensuring that all are informed of the TP's aims and objectives including the HCC TPO, residents and the developer;
- that the TP is being adopted, at least in part by the local community/residents beyond the life of the monitoring period; and
- Resident fatigue is avoided by securing a time efficient, user friendly and incentivised method of data collection which benefits and supports subsequent TP implementation.

7.6 With the above in mind the proposed monitoring approach of this TP is outlined in Table 11.

Preliminary	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5
Baseline Resident Surveys (provided with **Welcome Packs) and TRICS SAM Survey (will run 3-6 months of first occupation)**	**Resident Survey (12 months after first occupation)**	Resident Survey	**TRICS SAM** Survey	**Resident Survey**	**TRICS SAM Survey**

Table 11 Travel Plan Monitoring Strategy

7.7 Within 3 to 6 months of first occupation a baseline survey would be conducted in accordance with the TRICS SAM survey methodology to identify accurate site specific travel patterns. This provides an opportunity to review the TP targets and to update these if applicable and in agreement with the HCC TPO. Baseline resident surveys would also be provided with the Welcome Packs to ensure any travel behavioural changes are captured. Following 1 year after 50% occupation TRICS SAM surveys would be undertaken biennially at the end of years one, three and five in order to confirm the developments modal shares.

7.8 Resident questionnaire surveys would also be completed at the end of years 2 and 4 along with being provided within the Welcome Packs to gain further travel information. Undertaking these surveys would allow the TPC to ensure that the measures proposed by the TP remain relevant and achievable. An example of a residents' survey is attached as Appendix E.

7.9 Survey results would be made available to residents on the site's dedicated TP website (set up by the TPC) and would also be included within TP newsletters. The results of the surveys would also be presented at resident meetings and displayed on a community notice board (if available).

7.10 After each survey has been completed a monitoring/progress report would be produced and submitted to HCC within 3 months of the survey taking place. The report would include information on the following:

- Percentage of occupation;
- Survey Results;
- Review of targets and position to achieve targets;
- Summary of measures implemented during the year; and
- Evidence of communication and marketing.

7.11 The TPCs, once appointed, should liaise with HCC's Travel Plan Advisor for information on iTrace and review whether this online survey facility should be used to support the monitoring of the Travel Plans.

7.12 Whilst the minimum response rate for such surveys is 35% (as requested by HCC Travel guidance), experience of other sites within the county suggests that response rates can vary significantly and that a rate of 10% is more realistic. Therefore, the target response rate for the questionnaire surveys in the baseline would be 35%, with an 'aspirational' response rate of 35% for years 2 and 4, with a minimum response rate of *10%* for years 2 and 4.

Overcoming Barriers to Success

7.13 Should the annual progress review identify shortfalls in the TP's progress (with consideration to any unforeseen circumstances beyond the control of the TPC) the TPC would work with the TPO to identify possible areas for improvement, new measures to try and the period in which such remedial actions should be completed. The evaluation of the TP would highlight aspects that were successful and those having little impact and this would guide the choice in any remedial measures.

7.14 Whilst specific remedial measures have not been identified within the Travel Plan, such remedial measures would be identified through discussions with HCC Travel Plan Officers. The 5-year budget for implementing the Travel Plan Coordination works would be sufficient to ensure that remedial measures could be implemented. Such as if one measure is not working in Year 1, there would be budget in Year 2 to rectify this and change to new measures if needed.

7.15 The developer would also be committed to paying the following HCC travel plan monitoring and evaluation fees based on the size of the development:

- £1,500 Initial Evaluation Fee
- £3,000 Annual Monitoring Fee (£15,000 total cost over 5 active years)

7.16 This Travel Plan should be secured by a Section 106 Agreement with HCC to help ensure a successful Travel Plan. A bond value would be agreed through the Section 106 process based on the Costed Action Plan provide within this TP. A portion of the bond value would be returned to BDW and the cam operator following the successful implementation of the Travel Plan Coordination works.

Community Handover

7.1 Following the completion of the TP, the site should be operating in a sustainable manner with the promotion of sustainable travel methods embedded in the community's practices. The handover strategy should from a key subject in annual liaison with HCC's TPO and the developments residential association as the TP draws to an end. As normal, and through the liaison with HCCs Travel Plan monitoring team it is expected that the Travel Plan would last and be funded for 5 years, as outlined within this Travel Plan, through attendance at Resident Association Meetings or Steering Groups local residents should have the necessary tools and experience to continue the Travel Plan on a voluntary basis.

8 SUMMARY AND CONCLUSION

8.1 The Travel Plan has been prepared by Paul Basham Associates on behalf of Barratt Homes to support the planning application for the development of 115 dwellings, associated open space, pumping station, substation with vehicular access via Smith Lane and change of use of agricultural land to a wader and Brent Geese refuge at land to the north of Sinah Lane, Hayling Island.

8.2 A TP is a strategy that supports national and local policies by supporting an increase in sustainable travel modes and the accessibility of developments. A TP is an evolving process which requires monitoring and input from the TPC, residents, the developer and HCC to ensure that targets remain relevant and achievable.

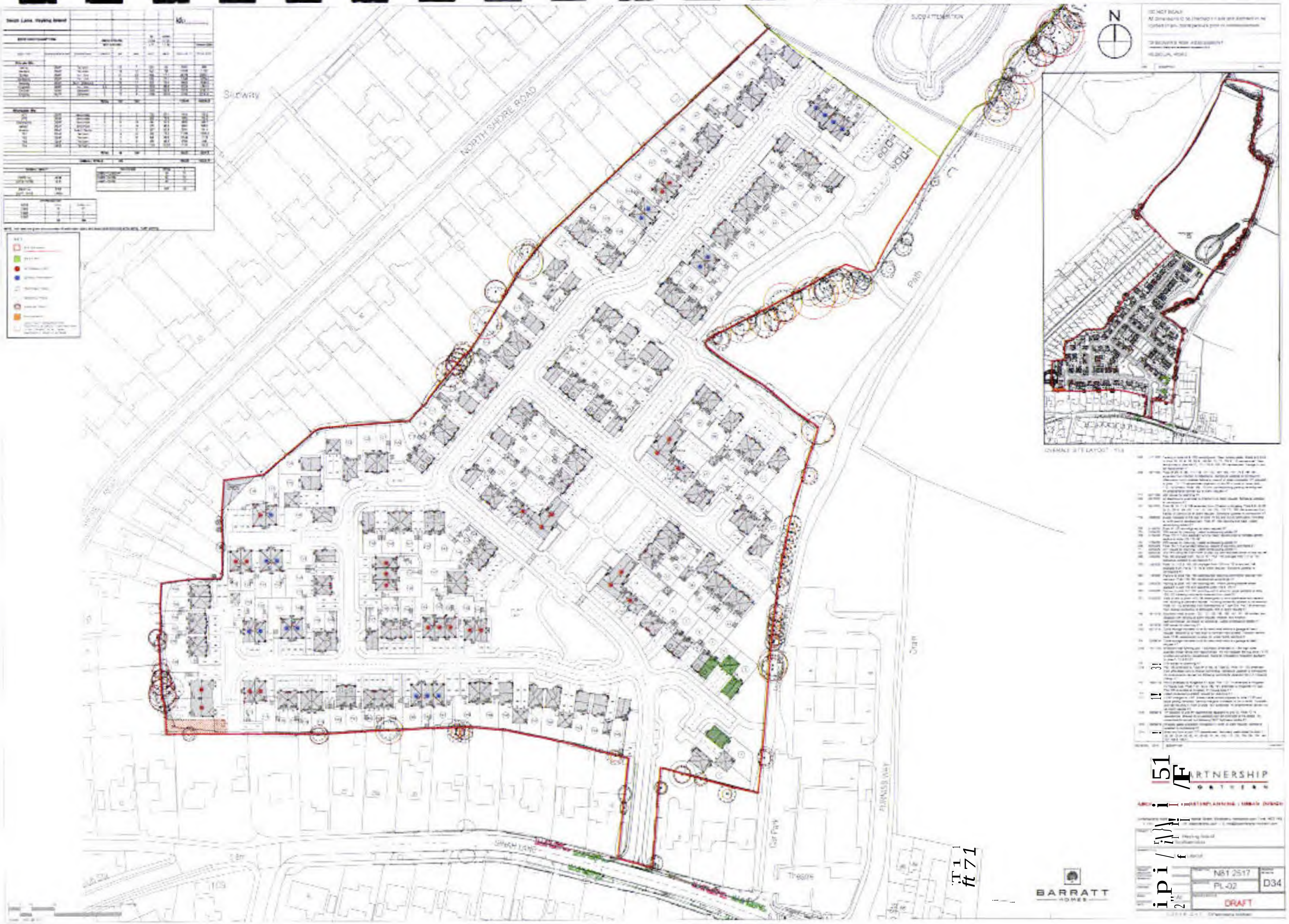
8.3 The TP's primary aim is to encourage sustainable development by promoting more sustainable travel practices and decreasing the number of single occupancy vehicle trips.

8.4 This TP has proposed indicative TP targets and measures that have been based on modal splits calculated from 2011 Census data. These targets and measures would be reviewed, revised and agreed with HCC's TPO before the start of the TP. A baseline TRICS SAM survey would be undertaken between 3-6 months after first occupation to establish baseline modal splits. Following this a mix of resident surveys and TRICS SAM surveys would be completed to monitor the progress of the Travel Plan. The overall aim of the TP would be to decrease single occupancy vehicle trips by 10% over the course of 5 years.

8.5 In order to meet the key objectives of the TP a number of measures would be implemented by the TPC at an early stage. These measures primarily focus on the establishment of the TP within the community and their establishment at an early stage should also help achieve TP targets in the long term.

8.6 The TPC would oversee the implementation of all aspects of the TP and would work alongside HCC, residents and the developer to ensure that accurate and achievable targets are proposed. Survey results would be used to guide the TP, to ensure that targets and measures remain relevant and that the TP becomes increasingly integrated into the local community.

Appendix A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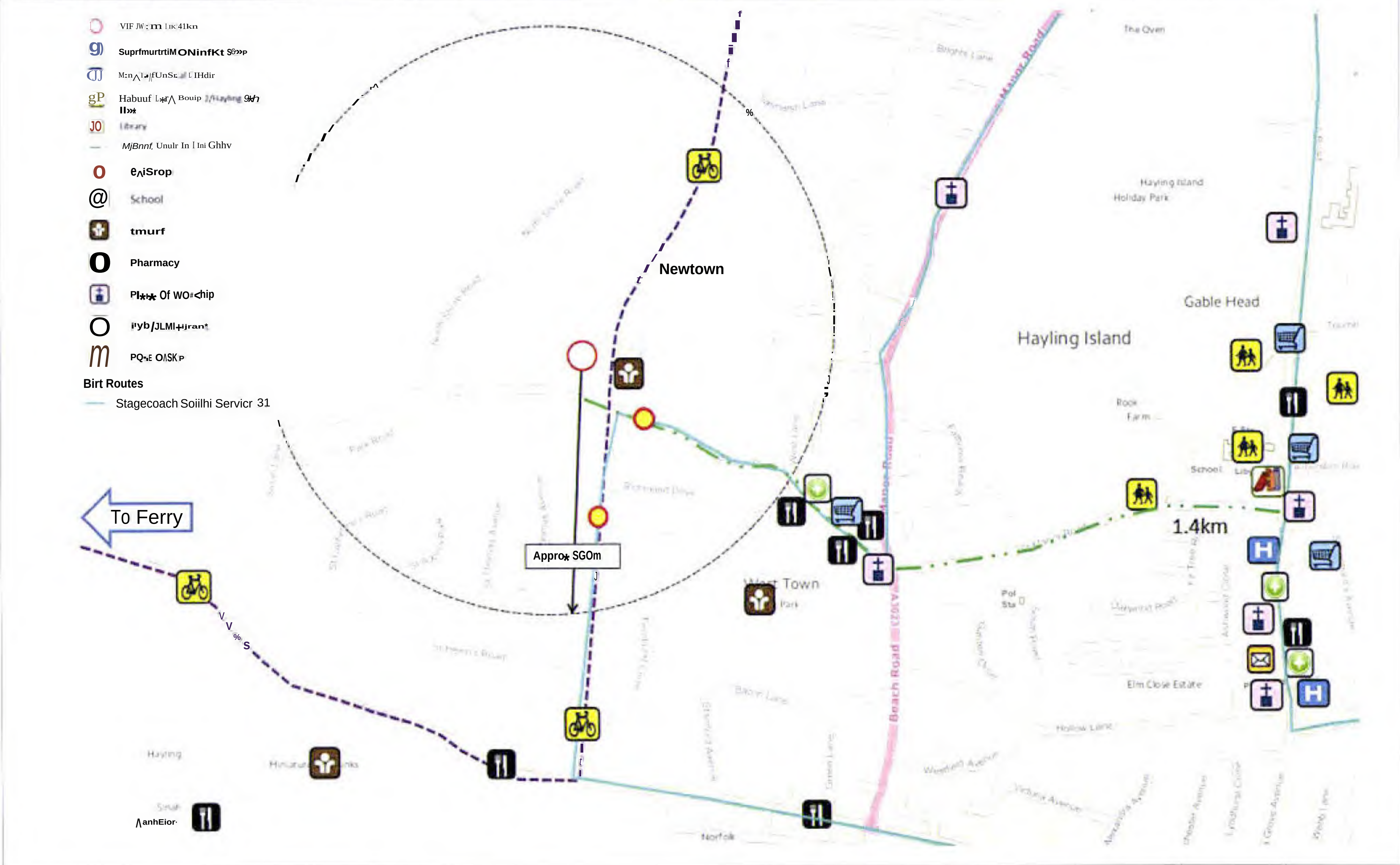

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ASSOCIATES

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ii p>.	p	n	3	n	[illegible]	p	•i	fl	:	:	4	A
Middlesbrough	A	[illegible]	3	II	[illegible]	£	[illegible]	n	p	:	C	II
finpjz & r C±wrtjnd	n	[illegible]	j	II	D	fl	[illegible]	n	p	i	fl	D
a«k» ptc.	A	3	3	ii	[illegible]	A	n	n	D	;	[illegible]	ii
0*vwl-	A	fl	[illegible]	n	p	£	fl	n	p	*	fl	0
Tj- J Pr IkjtlOT	i*	4	[illegible]	0	A	P	i	•I	D	[illegible]	[illegible]	0
*Avti-r*i r l	H	[illegible]	[illegible]	a	P	r	i	it	D	[illegible]	[illegible]	0
Gateshead	I!	p	3	fl	D	n	fl	n	V	[illegible]	[illegible]	ϐ
*ifrt ui Vi % Tjw	0	[illegible]	2	¶	P	0	fl	ii	D	[illegible]	[illegible]	n
North TfOrtCi	›	p	[illegible]	a	p	(•	fl	i	n	;	[illegible]	n
D .Ii I jrn*	0	:	[illegible]	n	P	ii	[illegible]	•J	A	p	[illegible]	3
Sunderland	0	P	[illegible]	a	P	y	[illegible]	0	P	p	[illegible]	π
iifty	(i	[illegible]	[illegible]	a	P	"	[illegible]	0	n	p	[illegible]	ii
Pfjmpi	0	[illegible]	[illegible]	3	P	I!	[illegible]	ϐ	A	P	£	9
li i: AE if.w	n	:	[illegible]	9	P	P	n	ϐ	D	j	[illegible]	Ij
Blackpool	ϐ	0	P	C	P	II	[illegible]	ϐ	ii	P	P	[illegible]
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Liv**» •Vm znfl Ch	[illegible]	[illegible]	[illegible]	"	P	D	ϐ	II	P	5	[illegible]	n
W?»>	fl	n	P	C	n	[illegible]	P	n	r	P	P	0
iLiurA r F- HII	P	D	[illegible]	[illegible]	P	ii	P	P	li	D	D	ϐ
::uiu	P	P	P	[illegible]	II	a	P	P	ϐ	P	P	fl
rffAla r	•I	P	P	[illegible]	ii	0	P	2	II	P	P	ϐ
rjiw	u	P	P	[illegible]	n	u	P	•j	P	P	P	d
fot* w twl	a	II	p	[illegible]	p	n	P	a	0	P	P	C
P. k	a	P	0	[illegible]	ϐ	il	P	3	I!	P	p	:
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I ycM	0	P	P	P	n	3	P	2	ϐ	PI	P	:
I rMrvn	fl	P	P	:	[illegible]	3	P	:	II	P	P	:
Lancaster	P	P	P	[illegible]	ii	3	P	3	d	n	■	i
Pf *•	fl	ii	II	P	•I	P	P	:	•i	P	P	[illegible]
P m•	fl	II	li	P	1	C	I•	[illegible]	0	il	M	*
I it* i.l »r	4	P	ϐ	P	d	3	li	[illegible]	•i	il	M	[illegible]
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S irr IIWIH	3	u	ϐ	P	ij	[illegible]	ii	[illegible]	•I	fl	II	:
WHJ 1	2	II	P	P	0	[illegible]	[illegible]	[illegible]	ii	p	ii	P
WyTJ	2	1	U	P	P	fl	II	:	ϐ	P	•i	P
Bolton	[illegible]	ϐ	U	P	3	[illegible]	[illegible]	[illegible]	3	P	P	P
M•	[illegible]	n	II	[illegible]	fl	•J	P	[illegible]	il	P	P	[illegible]
kurimii	[illegible]	fl	fl	P	fl	[illegible]	il	P	fl	ii	il	P
Oldham	[illegible]	fl	M	P	fl	[illegible]	U	P	[illegible]	ϐ	II	p
Rochdale	[illegible]	U	U	P	fl	[illegible]	II	P	[illegible]	fl	il	P
Salford	[illegible]	fl	fl	li	[illegible]	[illegible]	U	P	[illegible]	j	fl	P
Mockpoil	L	[illegible]	fl	ii	[illegible]	[illegible]	y	P	[illegible]	3	fl	P
I J=•	[illegible]	[illegible]	C	U	[illegible]	p	J	p	[illegible]	:	j	P
Irafirrl	p	[illegible]	fl	P	[illegible]	:	•i	p	[illegible]	3	ϐ	P
VJi Vi	:	[illegible]	A	P	[illegible]	r	n	p	[illegible]	fl	:	D
klVi ATI	:	[illegible]	fl	P	[illegible]	P	fl	n	[illegible]	J	[illegible]	a
Lwpiv	:	2	2	U	[illegible]	P	fl	li	[illegible]	[illegible]	[illegible]	D
St Helens	D	[illegible]	fl	U	[illegible]	P	fl	11	0	[illegible]	[illegible]	II
fjmcw	p	[illegible]	[illegible]	P	[illegible]	r	[illegible]	II	p	[illegible]	[illegible]	n
Wirral	p	[illegible]	[illegible]	n	[illegible]	P	[illegible]	y	P	[illegible]	[illegible]	P
hp•jS	P	fl	fl	P	[illegible]	[illegible]	•I	P	[illegible]	ϐ	fl	P
i JI fint« U Yorkshire	£	fl	fl	P	:	[illegible]	y	P	[illegible]	ϐ	fl	P
r+ b I VI I r :I v	D	3	fl	9	L	[illegible]	•i	I!	p	fl	[illegible]	u
H 31 Lrt JIM	P	[illegible]	3	li	D	9	[illegible]	•i	P	[illegible]	[illegible]	fl
V.lk	P	:	3	ii	P	[illegible]	j	P	P	:	[illegible]	P
tinf	P	P	[illegible]	fl	D	•I	[illegible]	P	P	D	0	fl
Irt Skj	P	[illegible]	[illegible]	3	P	U	[illegible]	P	n	P	p	fl
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Hc r i IJ r	i	[illegible]	[illegible]	3	I•	U	[illegible]	[illegible]	fl	P	P	fl
[illegible]	y	p	P	:	i•	II	[illegible]	p	P	P	P	U
Vat mr	is	P	P	3	II	11	P	P	P	13	P	4
rwirr	I!	P	P	[illegible]	li	n	P	fl	y	P	P	C
IJ=sny	U	P	P	[illegible]	n	U	P	ϐ	P	n	P	3
Doncaster	P	A	P	[illegible]	it	a	P	fl	1	li	y	V
K r « wr.	1	n	P	[illegible]	n	fl	P	[illegible]	u	U	P	V
Sheffield	p	n	n	[illegible]	II	fl	P	[illegible]	A	u	P	[illegible]
if adfard	P	n	n	[illegible]	A	A	P	[illegible]	ii	n	y	:
£*£*iLr*	P	β	n	:	ii	fl	P	V	fl	y	•i	P
IL MI	•i	P	P	:	A	:	n	[illegible]	fl	fl	ii	P
L li	fl	P	ii	D	fl	fl	II	:	fl	0	n	b
IVKiiwr	ϐ	P	fl	n	π	[illegible]	n	[illegible]	[illegible]	fl	•I	P
IIHlr	A	P	P	n	n	[illegible]	ii	p	[illegible]	fl	y	P
I r ri	3	fl	P	P	π	[illegible]	π	P	[illegible]	ii	n	P
i•iimii	[illegible]	P	π	n	fl	[illegible]	II	!•	[illegible]	ϐ	J	P
tkt) rii	π	P	y	fl	[illegible]	[illegible]	π	n	[illegible]	a	p	n
fln rt VJ•	P	[illegible]	fl	π	[illegible]	[illegible]	π	P	P	fl	1	P
ELfcOiV	[illegible]	i	i	M	j	[illegible]	fl	n	[illegible]	[illegible]	[illegible]	π
Chesterfield	[illegible]	P	P	n	3	[illegible]	U	P	[illegible]	[illegible]	[illegible]	P
LfILv E Jo	[illegible]	P	P	π	[illegible]	:	fl	π	P	[illegible]	[illegible]	π
L•niei.	[illegible]	P	π	π	3	P	3	ii	f•	[illegible]	[illegible]	y
IpJ F«.	[illegible]	[illegible]	:	n	[illegible]	p	y	π	P	[illegible]	[illegible]	fl
(+ Eu Derbyshire	[illegible]	fl	3	n	[illegible]	;	£	π	P	P	[illegible]	fl
iOufi L Jpr ■j	fl	[illegible]	fl	π	P	P	[illegible]	π	n	P	[illegible]	P
Blaby	13	[illegible]	:	li	[illegible]	M	[illegible]	π	π	p	P	P
fIJij nw!	fl	fl	[illegible]	fl	[illegible]	π	[illegible]	ii	13	P	P	P
i I -sr	fl	[illegible]	P	P	[illegible]	n	[illegible]	A	π	P	P	•;
Hinckley and Bosworth	π	P	1	P	P	[illegible]	fl	ii	π	[illegible]	[illegible]	P
MMCHI	P	fl	[illegible]	n	P	II	[illegible]	ii	π	P	P	fl
*-ti Wi I	i	3	3	π	fl	[illegible]	A	i	fl	[illegible]	[illegible]	il
Oadby and Wigston	P	[illegible]	[illegible]	•I	P	fl	[illegible]	P	13	P	fl	fl
akfci	P	[illegible]	[illegible]	1	P	y	p	fl	il	I!	II	fl
i J Lindsey	P	r•	I•	3	M	n	I•	a	P	II	fl	[illegible]
.rrti	li	P	[illegible]	[illegible]	P	ii	li	3	π	P	n	[illegible]
North Kesteven	II	P	P	[illegible]	ii	il	!	[illegible]	4	P	P	[illegible]
V.ailI	II	P	P	[illegible]	y	P	h	[illegible]	fl	P	π	[illegible]
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[illegible]
Rushcliffe
[illegible]
Staffordshire
Tamworth
North Warwickshire
Nuneaton and Bedworth
Rugby
Stratford-on-Avon
Warwick
Bromsgrove
Malvern Hills
Redditch
Worcester
Wychavon
Wyre Forest
Birmingham
Coventry
Dudley
Sandwell
Solihull
Walsall
Wolverhampton
Peterborough
Luton
Southend-on-Sea
Thurrock
Bedford
Central Bedfordshire
Cambridge
East Cambridgeshire
Fenland
Huntingdonshire
South Cambridgeshire
Basildon
Braintree
[illegible]
Maldon
Rochford
[illegible]
Three Rivers
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Welwyn Hatfield
Breckland
Broadland
Great Yarmouth
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Havering
Hammersmith and Fulham
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kT«J:i:Ti -j/i~	!	D	ft	a	ft	p	a	i	D		:	»
Lambeth	a	n	u	p	u	3	D		u	0	D	5
L gtlTi	u	n	!!	D		ft	0		ci	0	U	0
KVHkisi	:	ft	n		a	u	ft	I	0	II	0	a
Marf	:	a	n	u	n	]	0	D	3	u	(i	a
HyiMiija		3	A	n	3	0	ft	ft	a	U	ft	c
Fkdms»1 -fai- rlu*	i	ii	n	p	1	a	L'	;		n	v	:
:Vi.IHMA	i	3	n	7	:		q	?		ci	a	P
Sutton	P	p	a	a		p	U	II			a	b
rr*<<l Li-jj	+	P			ft	&	0	n	p	3	c	b
rt.Tiiimi fomd	P	d		J	ft	P	3	u	&	:	3	D
Wandsworth	£	P	a	a	:	P		■	p			Cl
Westminster Ci«e-i>	IL1	ii		n	n	ft		x	D	ri	a	0
Medway	i	n	P		n	0		I	C	p		0
I!a:-*rQivA	3	ii	P		n	Cl	ft	J	Ci	P	P	ft
V/aibr^J/	n	II	?	1	ft	Li	ft		Cl	p		I
IKKS-V	j	0	n	&	ft	II	0	Z	Li	n	ft	a
Slough	2	ft	r>	ft	ft	a	P	Z	ft	U	d	a
W.Itlvy ia l V.*!	:i	ft	ft	v	ft	ft	3	i	ft	p	ft	ft
Wokingham		a	n	a	a	a	0	i	a	II	a	a
Milton KfyTfcH	:	ft	ft	n	a	ft	n	li	ft	ft	u	v
Q^fT]a i-=J	Z	ft	ft	n	■		u	S'	:	ft	u	
Portsmouth	I I	P	a	!	3	i	a	irj		Ift	i	D
Uh.fia^Hi	J:		ft	2		ft	I	Sft	r	C	a	D
t* W^ii	i	3	ft	n		&	a	n	[	ft		ft
*,1«IPiv VXs	D	ft		a	P	p	3		ft			ft
ElJ IM-	ft	p	ft		ft	P		ft	ft			ft
3kLC Dorks		D	P		n	ft			P	&	:	a
Hyivrfw	i	p	P	:	M	ft	P		ft	t	D	ft
Eastbourne	i	ft	ft	3	li	ft	p		n	ft	P	ft
Url fi	ft	ft	D	ft	n	ft	P	3	ft	ft	n	ft
Lwrt		ft	n	i	ft	n	P	:	ft	ft	ft	a
Row	ft	ii	ft	p	ft	ft	r		n	ft	u	a
V<<W<<	ft	ft	ft	ft	■	1	ft	p	ft	ft	n	a
Biiwgpp** «T4 Pivir>	1	ft	U		a	ft	P	!	ft	0	D	a
LrJiiu VJ i	:i		a	ft		a	Z	IP		I	ft	
r adleigh	^1	a	ft	D			i	22		ft	g	i
rr»fJL»Ti	71	P	a	j			ft	62	?		ft	p
vjKpm	t		a	a	D	ft	ft	ift		ft	ft	[
Harl	ft	a	ft	I	P	ft	n	i		ft	ft	ft
II>A'i	Kft	P			Zi	ft	1	5pa		at	S7	ft
k.v. Ty^i	ft	D	ft	a	D	ft	:	r	I	ft	-	ft
Puri 144	H	ft	D	:	D	ft	:	i	ft	P	ft	ft
Test AjHf	u	ft	P		n	ft	t	I	ft	D	ft	II
W ri ITL^	57	ft	ft		ft	n	I	A:	A	,	ft	a
Pi hi	1	ft	P	P	ii	■	ft	:	II	n	II	a
UiiMteri	a	ft	II	ft	n	ii	ft		ft	n	!!	a
ftfVi		ft	ft	h	ft	n	II		a	ft	ft	a
Dav#		ft	ij	ft	Z	ft	n	p	ft	ft	ft	
cVimluTi			n	ft	fl		ft	p		a	q	:
3tii TiTIH	:		4	n			a	p		a	i	P
E4r>»Vir	D		a	ft			n	ft		o	3	p
7	0	t	ft	ft	:	P		ft	:	c	C	ft
Swale	ft	P		ft	:	D	c	ft	p			II
Tlu «l	n	ft	j	3	P	ft	3	II	t		3	ii
Tonbridge and Malling	II	ft	:	ft	r	p		ii	ft	D	P	n
TUni«dg«W«£	U	ft	P		li	ft		IJ	ft	D	&	M
LIwirri	i	Ll	P		n	u	ft		ft	P	ft	n
Uxbridge	i	ft	r	Z	ft	u	ft		ft	D	ft	a
STIIF ISbiirf rt	n	ft	o	U	ft	ii	ft	a	ft	Il	ft	n
V:>«K<<!<»	I	ft	p	ft	ii	0	ft		ft	D	ft	3
Wnl Ofc:Hp*rt	a	ft	ii	ft	a	ft	ft		ft	ll	ft	a
L^l«ya	:	■	u	ft	a	a	ft		ft	i	ft	
Epsom ;fft Ewell		3	a	Ll	a	3	ft	P		i	ft	p
r.-WL»Li	c		4	M			ft	r		:	ft	P
Vk« Vafcv				u		t	ft	ii	E	:	3	P
Ii« ji >: 3ji	P	&			D	ft	4	li	ft		3	n
Runnymede	D	p		:	p	P	a	ft	P		p	ft
Spelthorne	ii	P	P	:	y	ft		5	ft		0	ft
Surrey Hi	a	ft	ft		ft	ft	ft	j	II	c	P	II
l-T13dJu	II	ft	ft		II	ft	ft	3	i	ft	ft	ft
WlvtfOt	MJ	ft	D		ft	ft	P	■	i	II	ft	a
V-+P-]	fl	ft	D	ft	ft	J	ft	4	ft	II	ft	:
Adur	J	ft	n	L	ft	o	ft			i	ft	:
AIJI	i	ft	0	7		a	z	nr		ft	u	
iTHFasi	ill	I	a	i	a		v	<	a	0	a	&
<x-TA>y	4		ft	i	t		a	3		fl	a	P
IIv4iin	r	3	ft	q			a	ft	P	3	a	ft
.VIIILXIIt	P	:	3	n	c	p	q		i	P	a	b
Wri»hbig	P	P	a	a	p			ft	D		P	ft
IlIb uilS East S	ft	a	4	ft	D	li		U	li	D	P	ft
Tr.v-L LIT	ft	P	i-		ii	ft	&	ft	P	ft	ii	a
CMInt: MK » Sully	ft	n	ft	■	ft	u	ft	2	ft	II	M	
?/ IJr0	2	ft	P	[	a	a	n		ft	u	M	
Uan Somerset	i	ft	n	P	ft	a	ii	:	q	a	u	P
S.uf Skiu aS3^»		ft	ft	ft	ft	a	M	i	a	n	a	b
IUrtaili	a	C	n	ii	ft		a	ii		n	1	Q
I eln	a		ft	II			ii	ft	5	ft	:	ft
Bournemouth		ft	ft	ft		P	0	:	Li	a	b	li
Ii..ic		a	a	ft		P	Z	il	p		P	ft
^ »4tii	Z	r		ft	p	n		3	n	S	ft	a
Z.ti CLr	p	p			ft	li	:	a	ft	P	ft	a
^ »w	p	Z	P		!	P	P		i	U	0	a
1.41UMA		lr	P		n	ft	0		u	u	a	
ST;* £mw>	I	ri	p		n	i	ft		a	u	a	P
3::r il/ni		ft	D	p		a	n	t		u	3	&
Teignbridge	II	ft	P	P	a	a	il	ft		ft	p	u
PyiZS#	a	ft	ft	ii	3		n	ft	*	a	ft	b
V//i£«*	a	ft	ft	ft	p	a	n			ft	0	
rin«*::l-	4	n	ft	P	a		n	t		a	a	P
Ccsl UiiaHl		ft	n	ii	3		il	ft			a	&
Hrirh itti			ft	ft			n	ft			a	u
Fiyli			il	ft			ft	ll	*	a	3	b
ftift Dorset			ft	ft	P		ft	n		p	p	ft
[illegible] irw	ft	ft		ft	b	ft		II	ft	ft	ft	ft
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Cotswold												

Forest of Dean	li	Li	U	[illegible]	0	U	[illegible]	If	u	[·	:	0	
C*›.·MW	I	n	P	[illegible]	(i	II	:	!	I·	P	:	u	
STl››3	u	L›	Cl	1	(I	u	:	u	0	∴	:	0	
TflW*es·i	3	d	B	[illegible]	u	U	[illegible]	*3	U	D	[illegible]	u	
V#TJ	!	C	0	[illegible]	n	(I	&	3	U	D	&	u	
rflrdjAjTitr	3	f	D	:	ii	(i	&	3	P	D	:	0	
Sour Sww	[illegible]	li	n	V	it	U	4	[illegible]	d	P	&	0	
Taunton 5M«	n	D	n	&	3	n	D	U	‹i	0	&	n	
V·PA: SO# :	fl	r*	[illegible]	P·	3	U	&	Q	3	Ci	&	u	
LM !(sspf	0	n	n	;	a	‹i	[illegible]	3	a	0	C	o	
I IW TTIMS	0	ii	n	B	II	0	D	3	g	Ci	d	a	
Cl BTA i	3	0	n	D	n	0	L‹	2	ll	n	0	a	
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Ceredigion	[illegible]	3	[illegible]	D	•I	u	D	:	n	13	&	g	
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Bridgend	l	3	g	n	g	3	n	[illegible]	g	0	0	[illegible]	
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Appendix D

paul basham
associates

SINAH LANE, HAYLING ISLAND
RESIDENTIAL TRAVEL PLAN ACTION PLAN

Actions	Responsibility	Timescale
Travel Plan Co-ordinator [illegible] Establish Database and Confirm [illegible] with HCC	[illegible]	[illegible] to Occupation
Relevant [illegible] and identify established	[illegible]	Prior to Occupation
[illegible]	[illegible]	[illegible]
Development [illegible] Parks	[illegible]	Prior to Occupation
[illegible] and Training of [illegible] TP and incentives available	[illegible]	[illegible] Occupation
[illegible] Cycle Parking	[illegible]	Prior [illegible]
Determine [illegible] including [illegible] resident meetings [illegible] webpage and [illegible] any external communication forums	[illegible]	[illegible]
[illegible] database [illegible] logging [illegible]	[illegible]	Prior [illegible]
Liaise with [illegible] and Bus Operators and organise voucher and/or discounts	[illegible]	Prior [illegible]
Provide [illegible] and destinations on the website [illegible] welcome pack	[illegible]	[illegible]
Monitoring Stages - Surveys and Feedback		
[illegible] Travel Surveys	TPC	Provided with Welcome Packs
[illegible]	TPC	Within 3-6 months after 1st occupation
[illegible] Phase Report and revise targets where necessary	TPC/HCC	End of Preliminary Phase

Summary Costs		[illegible]

Actions	Responsibility	Timescale	Year 1	Year 2	Year 3	Year 4	Year 5	Total
[illegible]								
Liaise with residents [illegible] distribution of travel vouchers	TPC	[illegible]	[illegible]	£3,412.50	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	Ongoing						
[illegible]	[illegible]	Ongoing						
Promote car sharing	[illegible]	[illegible]						
[illegible] service operators for any [illegible] changes and promotions	[illegible]	[illegible]						
[illegible]	[illegible]	[illegible]						
[illegible] sharing initiatives	[illegible]	[illegible]						
[illegible] facilities, including [illegible]	[illegible]	[illegible]						
Promote [illegible]	[illegible]	Ongoing						
[illegible] and coordinate [illegible]	[illegible]	Ongoing						
[illegible] routes	[illegible]	[illegible]						
Promote car [illegible] schemes [illegible] Lift share	PC	Ongoing						
[illegible] efficiency practices [illegible]	[illegible]	[illegible]						
Promote [illegible] co-ordinate deliveries	PC	[illegible]						
[illegible]								
Newsletters / Leaflets	[illegible]	Biannually	[illegible]	500	[illegible]	1,000	[illegible]	[illegible]
[illegible]	PC	Minimum of 2 updates per year	[illegible]	500	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	1,000	[illegible]	[illegible]	[illegible]	[illegible]
Monitoring Stages - Surveys and Feedback								
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]
Liaison with HCC	TPC	[illegible]	[illegible]	500	[illegible]	500	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	500	500		[illegible]		
[illegible] and Review of TRICS SAM Survey	TPC	[illegible]			[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]					[illegible]	[illegible]
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
					Preliminary Stage + 5 Year Estimates			[illegible]

Disbursements	Amount (per voucher/survey)	[illegible]	[illegible]
Voucher	[illegible]	[illegible]	[illegible]
TRICS SAM Survey	[illegible]	[illegible]	[illegible]
			[illegible]

Total including Disbursement
[illegible]

Project Details	
Scheme	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible] Occupation [illegible]	[illegible]
Full Occupation Target	[illegible]
Applicant	[illegible]
Local Authority	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Version	Date	TPC Author	Comment
[illegible]	[illegible]	[illegible]	

Appendix E

Thank yon for taking the time to complete our annual travel survey. This will help us understand your travel needs.
Don't forget to fill out your details at the endl
You can send your completed survey via:

- ☐ Post using the pre-paid envelope: Paul Basham Associates, Lancaster Court, 0 Barnes Wallis Rd, Fareham, PG15 5TU
- ☐ Or you can fill this out via Survey Monkey on 111[us A'wmsurveymonkey.com/s/X30CQQC%
- ☐ Email: Pavel plan SJjjaul basharnasspciates.com

SITE NAME

Hello S:TE NAME re/\ident! This survey will only taka a tew minutes an:: ip hela us undstetand a little more aaout your journeys and your low travel. Ttiank you lot your time!

1. What is your main mode of travel? (Please choose 1)
   - ☐ Car Alone
   - ☐ Car Snare
   - ☐ Walk
   - ☐ Cycle
   - ☐ Public Transport
   - ☐ Clher (elease specify ______________________)

2. How often do you use anolher form of transport?
   - ☐ **Never**
   - ☐ Very mrely/sun eline;
   - ☐ Cnee a month
   - ☐ Cnee !artfilght
   - ☐ Cace a week

3. if you were to change your mode of travel what mode would it most likely be:
   - ☐ Cycle
   - ☐ Walk
   - ☐ Iram
   - ☐ Bus
   - ☐ Car Snare
   - ☐ Other please soecify

   ____

4. What is your most frequent journey for?
   - ☐ p&ryEducation
   - ☐ Leisure/Retall
   - ☐ Health (dociorsOcspiia!)
   - ☐ Visiting fnends/facrltly
   - ☐ Other

5. How tar do you usually fravel for your most frequent journey?
   - ☐ 0-10 Miles
   - ☐ 11-20 Miles
   - ☐ 21-30 Miles
   - ☐ 31-40 Mdef
   - ☐ **11** Miles Plus:

6. How long does your most frequent journey usually take?
   - ☐ 0-10 Minutes
   - ☐ **11-20 M nates**
   - ☐ **71-30 M nates**
   - ☐ 31-43 M Ues
   - ☐ 46-&C M antes
   - ☐ **Over I aour**

7. To which location do you travel the most regularly?
   - ☐ XXX
   - ☐ XXX
   - nX*X
   - ☐ XXX
   - ☐ XXX
   - ☐ Other please specify

   ____

S. Have you claimed your FREE (ravel gift? (£XX bus pass or £XX Cycle voucher)

- ☐ Yes (Please goto question 10)
- ☐ No (Please complete ne*1 question)

9.1 would liketoclaim:

- ☐ sXX gils Pass
- ☐ £XX Cycle voucher

10. If you answered 'YES' to question 8, did this voucher change your travel habits, if so how?:

11. Is there anything else you would like to tell us about travel in your local area?:

lli Grdeir for us to pccess ygur voucher request, we tequfp? the following iiformat on. Please note mat :ns informalion can he de e:ed at any time.

Name ______________________________

Hunse/P al number: ______________________________

Sveet Name ______________________________

Postcode ______________________________

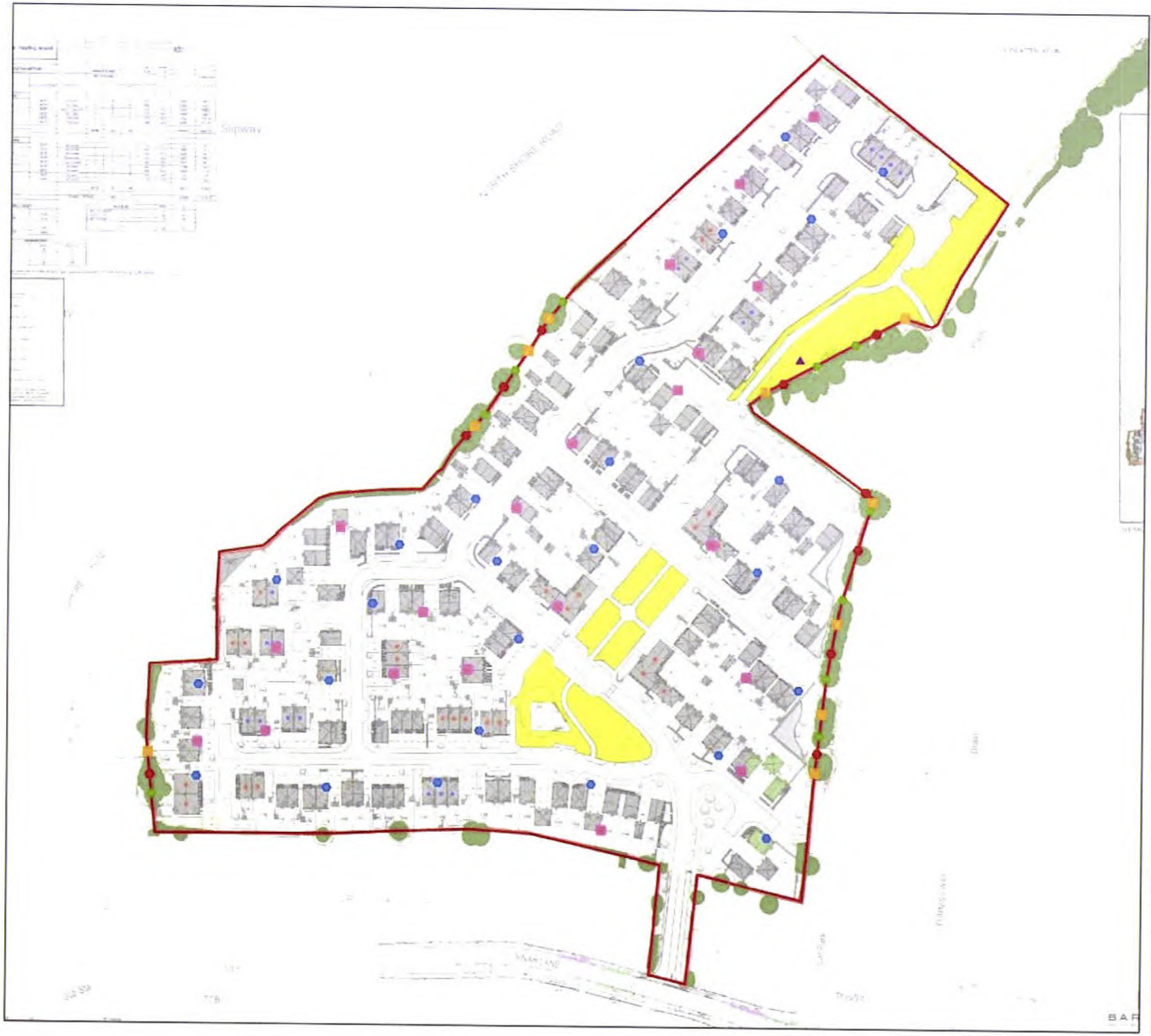
Eaia Address ______________________________

INSERT DEVELOPER
LOGO

APPENDIX 10

Bird and Bat Box Site Mitigation

Drawing A092944-3 Rev A



Rev	Date	Notes
A	09/04/20	Initial map production

Legend

▭	Site boundary
🟨	Species rich grassland
●	Closed Bird Box
●	Open Fronted Bird Box
●	GSWB Swift Box
▲	Hibernacula
■	2F Schwegler Bat Box or Equivalent
■	Norfolk Bat Brick

Basemap provided by: IDPartnership Northern
Drawing Title: Proposed Site Layout
Drawn Date: January 2019
Drawring No: PL-02
Revision: P7

0 15 30 60 Metres

N

Site Mitigation

Sinah Lane, Hayling Island
Barratt David Wilson Homes

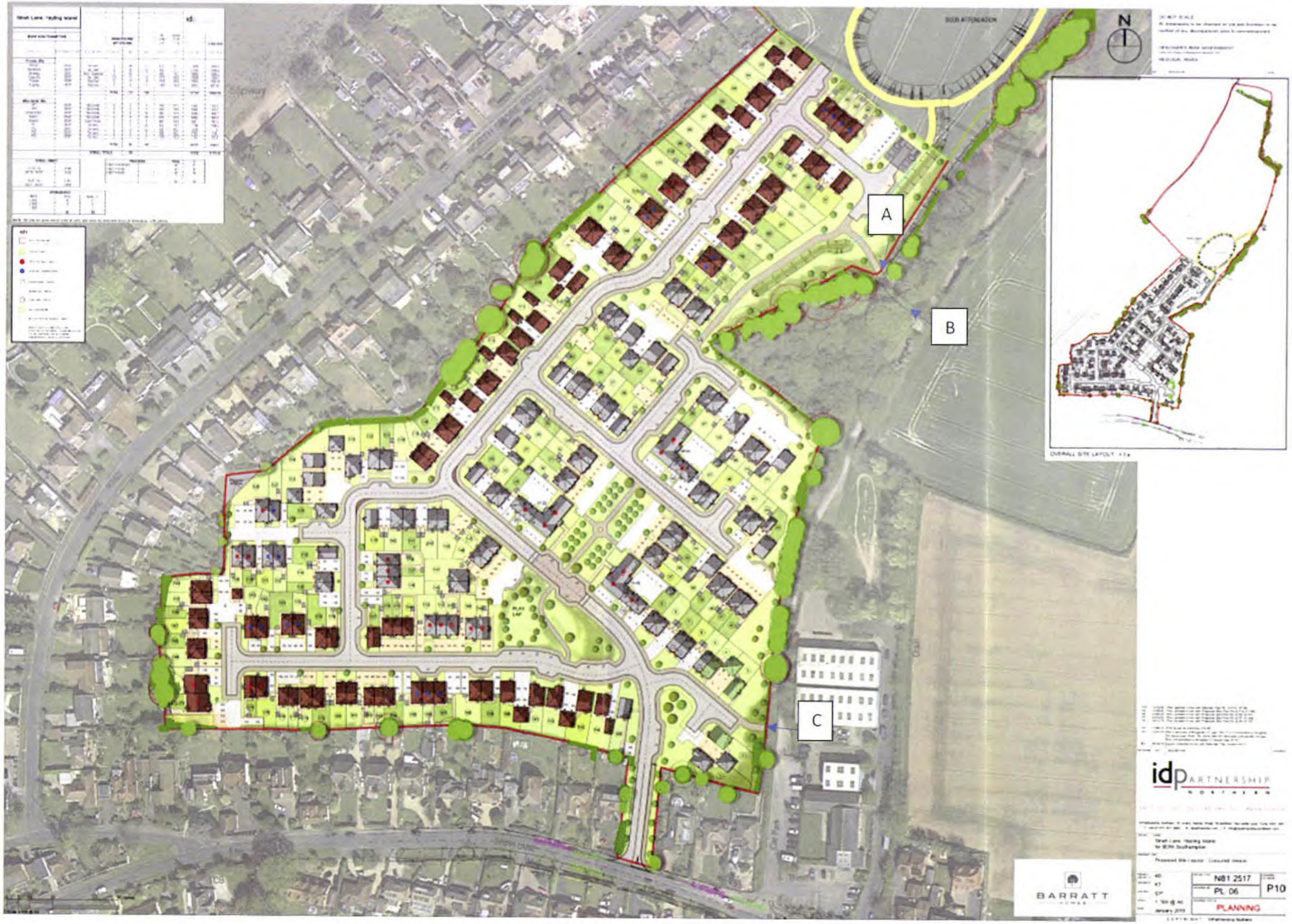
Scale at A3:	Project No:	Drawing No:	Revision:
1:1,450	A092944-3	Figure 3	A

Drawn by:	Drawn date:	Approved by:
Maddie Errington	09/04/2020	David West

APPENDIX 11

Billy Trail North Connection and Billy Trail South Connection

N81:2571_PL_06_P10


N
A
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SUDS ATTENUATION
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OVERALL SITE LAYOUT
DESIGNER'S RISK ASSESSMENT
RESIDUAL RISKS
BARRATT
HOMES
idp PARTNERSHIP
NORTHERN
N81 2517
PL 06
P10
PLANNING

APPENDIX *VI*

RSPB Transfer

HM Land Registry
Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred: HP38369
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined. Place 'X' in the appropriate box and complete the statement. For example 'edged red'. For example 'edged and numbered 1 in blue'. Any plan lodged must be signed by the transferor.	3	Property: Land lying to the north of Sinah Lane, Hayling Island, Hampshire The property is identified ☒ on the attached plan and shown edged red (Note the transfer excludes a 1 metre strip situated between the red edging and the title boundary which strip is shown shaded blue on the attached plan and referred to thereon as '1m Wide Retained Strip') ☐ on the title plan(s) of the above titles and shown:
Remember to date this deed with the day of completion, but not before it has been signed and witnessed.	4	Date:
Give full name(s) of all of the persons transferring the property. Complete as appropriate where the transferor is a company.	5	Transferor: Hayling Island Builders Limited For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 00677597 For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
Give full name(s) of all the persons to be shown as registered proprietors. Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration	6	Transferee for entry in the register: The Royal Society for the Protection of Birds (Registered Charity Number England & Wales 207076 and Scotland SC037654) For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:

Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:
The Lodge, Potton Road, Sandy, Bedfordshire SG19 2DL

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
One pound (£1.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless:*
- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations

12 Additional provisions

Definitions

- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

In this transfer the following terms shall have the following meaning:

BDW Transfer means the transfer dated the day of 202[ ] referred to in entry number [ ] of the [ ] register of title number HP38369 whereby the Transferor transferred to BDW Trading Limited the land (including the Drainage Land) situated to the south of the Property and lying between the Property and Sinah Lane aforesaid;

Disposition means a transfer of the freehold of the Property or the grant of a lease out of the freehold of the Property for a term of more than seven (7) years;

Drainage Land means the land adjoining the Property to the south-east shown edged yellow on the Plan and forming part of the Wintering Bird Mitigation Area;

Planning **Permission** means the planning permission granted by [ ] under reference number and dated the day of 2021 for the construction of 195 dwellings on the land situated to the south of the Wintering Bird Mitigation Area and the change of use of the Wintering Bird Mitigation Area to a Wader and Brent Geese Refuge Area;

Retained Land means the remainder of the land now comprised in title number HP38369;

RSPB Bird **Mitigation Area** means the land lying to the west and north of the Property having an area of [*] and shown edged green on the Plan which land is comprised in title numbers HP16365 and HP12737 (of which the Transferee is registered as proprietor);

Section 106 Agreement means the agreement entered into pursuant to section 106 of the Town and Country Planning Act 1990 dated [ ] and made between the Council of Borough of Havant, Hampshire County Council, the Transferor, BDW Trading Limited and the Transferee and any variations or amendments thereto;

Plan means the plan annexed hereto and titled "Transfer Plan";

Wintering Bird **Mitigation Area** means the RSPB Bird Mitigation Area the Drainage Land and the Property recently established by BDW Trading Limited with the agreement of the parties hereto as a bird refuge area for the Wader and Brent Geese population;

Wintering Bird **Mitigation Plan** means the plan annexed hereto and titled "Sinah Lane, Hayling Island Wintering Bird Mitigation Plan";

Wintering Bird **Mitigation Strategy** means the Sinah Lane, Hayling Island Wintering Bird Mitigation Strategy (February 2021) and any successor strategy.

Where the context so admits any references to the Property shall include references to part or parts only of the Property.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Covenants by the Transferee

13. The Transferee (named in panel 6) hereby covenants with the Transferor (named in panel 5) and for the avoidance of doubt not for the benefit of the Transferor's successors in title that:

13.1 they will subject to the provisions contained in clause 13.2:

13.1.1 use the Property for the purpose of a nature reserve intended primarily as a winter refuge area for wintering wading birds and brent geese seeking winter foraging and not use or permit the Property to be used for any other purpose:

13.1.2 not erect or permit to be erected any building or other structure on the Property (apart from fences, gates, information boards and hides);

13.1.3 manage the Properly in accordance with the Wintering Bird Mitigation Strategy.

13.2 The covenants in clause 13.1 shall be subject to the following provisos:

13.2.1 they shall cease 80 years after the date of this Transfer (or if earlier upon the dissolution of and/or striking off from the register of companies of the Transferor (named in panel 5));

13.2.2 the covenant in clause 13.1.1 shall not be breached:

13.2.2.1 if despite managing the Property as a winter refuge area for wintering wading birds and brent geese seeking winter foraging wading birds and brent geese no longer visit the Property in significant numbers provided that the Property is managed in accordance with the Wintering Bird Migration Strategy;

13.2.2.2 by any ancillary agricultural use at the Property such as the grazing of sheep or cattle or cultivation of suitable crops in compliance with the Wintering Bird Mitigation Strategy

13.3 maintain all boundary features of the Property marked on the Transfer Plan with an inverted "Tr;

13A not form or permit to be formed any gate or other opening in the fences erected and to be maintained along the boundaries of the Property with the land now or formerly comprised in title number HP38369 save as referred to in the proviso to clause 14.1.2 of the BDW Transfer);

13.5 not make a Disposition of the Property without procuring that the dispense simultaneously with the completion of the Disposition enters into a deed of covenant with the Transferor (named in panel 5) whereby the disponee covenants to comply with the provisions of clause 13 (including for the avoidance of doubt this clause 13.5) provided that this requirement shall not subsist if the Transferor (named in panel 5) has been dissolved and/or struck off from the register of companies:

Include words of covenant.

Positive covenants by the Transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

15.1 The Transferee hereby consents to the entry of the following restriction on the Transferee's title to the Property at H M Land Registry in form L and shall provide the Transferor with all necessary assistance and/or documentation to permit entry of the restriction;

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be made without a certificate signed by a conveyancer that the provisions of clause 13.5 of a transfer dated [ ] 2021 and made between Hayltng Island Builders Limited (1) and The Royal Society for the Protection of Birds (2) have been complied with or do not apply to the disposition.

15.2 It is hereby declared that:

15.2.1 This Transfer does not include any easement of way, drainage, light or air or other easement or right which would interfere with or restrict the free use of the Retained Land for building or any other purpose whatsoever;

15.2.2 the Property will not by virtue of this Transfer have any rights, liberties or privileges or easements or quasi-easements or the benefit of any other matters over land retained by the Transferor and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, quasi-easements rights or advantages over land retained by the Transferor;

15.2.3 Nothing in this Transfer shall prevent the Transferee from retaining and maintaining the footpaths (and the boundary fences thereof) constructed pursuant to the Section 106 Agreement, the Wintering Bird Mitigation Strategy and the Planning Permission along the boundaries of the Wintering Bird Mitigation Area in accordance with their terms in particular so that access is provided In members of the public to use the footpaths shown coloured brown on the Wintering Bird Mitigation Plan;

16.1 The Property will, as a result of this Transfer be held by or in trust for the Transferor a non-exempt charity and the restrictions on disposition imposed by section 117-121 of the Charities Act 2011 will apply to the Property (subject to section 117(3) of that Act).

16.2 The Transferee shall not be entitled to the benefit of the restrictive covenants on the part of BDW Trading Limited contained in a Transfer dated the 8 January 2016 between the Transferor (1) and BDW Trading Limited (2) referred to in entry number 11 of the property register of title number HP38369 but the benefit thereof shall enure solely for the benefit of the land now comprised in title number HP38369 other than the Property.

[/16.3 This transfer is made subject to the provisions of a Deed of Easement dated the [ ]2021 made between the Transferor∧) and BDW Trading Limited (2) relating to the construction and use of a foul sewer (including the obligations (thereunder to enter into an agreement with Southern Water Services Limited under the provisions of section 104 of the Water Industry Act 1991 and the grant of a further Deed of Easement to Southern Water Services Limited] [Note; This provision is to be adjusted at engrossment stage in the light of progress with completion of these documents].

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance.

Examples of the correct form of execution are set out in practice guide 5: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

EXECUTED as a DEED by }
HAYLIMG ISLAND BUILDERS }
LIMITED acting by a director)
in the presence of: }

Signature of Director

Full name of Director

Signature of witness:

Full name of witness:

Address of witness:

Occupation of witness:

EXECUTED as a DEED by)
THE ROYAL SOCIETY FOR THE)
PROTECTION OF BIRDS affixing)
its COMMON SEAL hereunto)
in the presence of:)

Director

Signature of Director

Director

Signature of Director

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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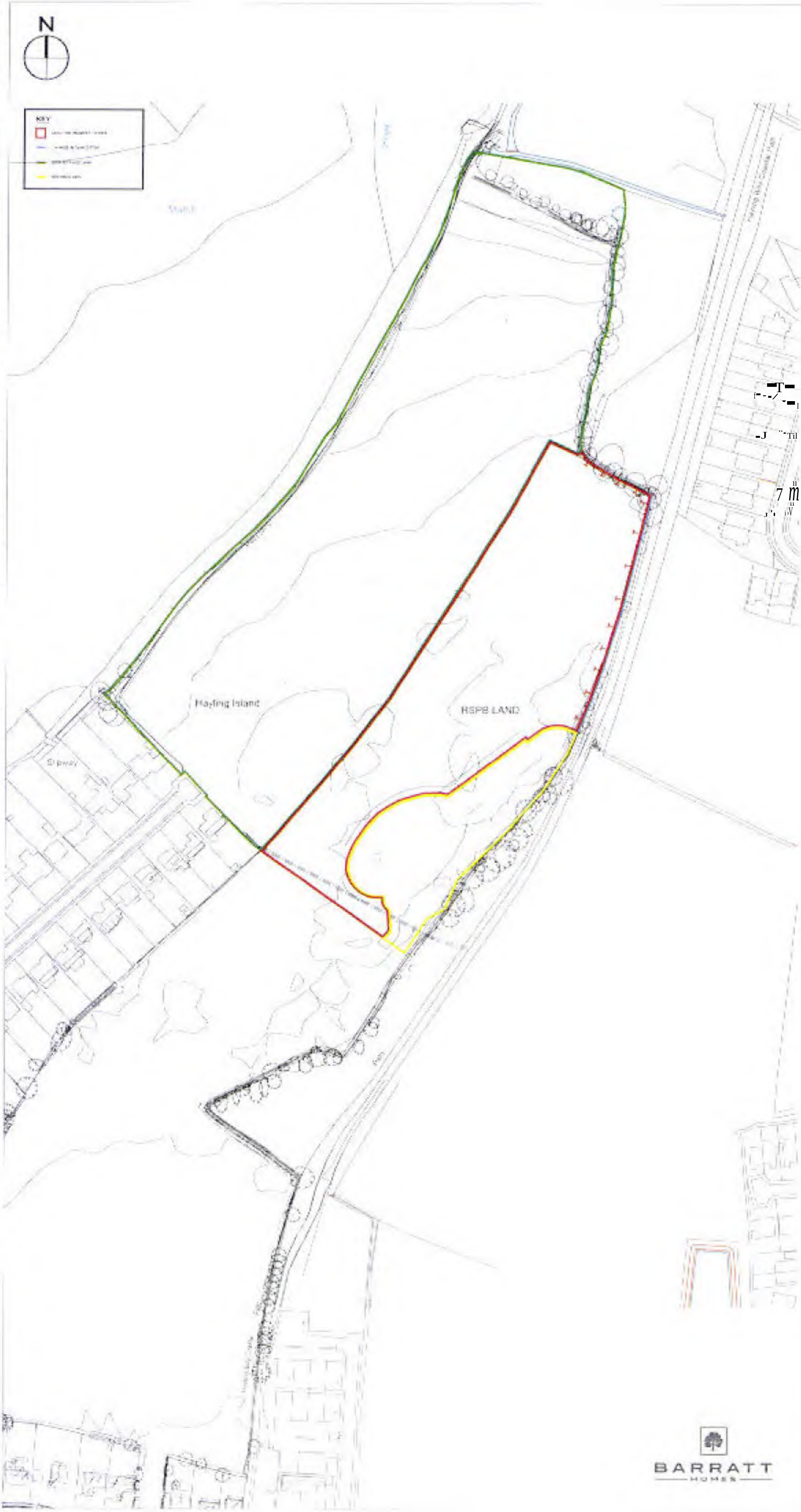


idp PARTNERSHIP

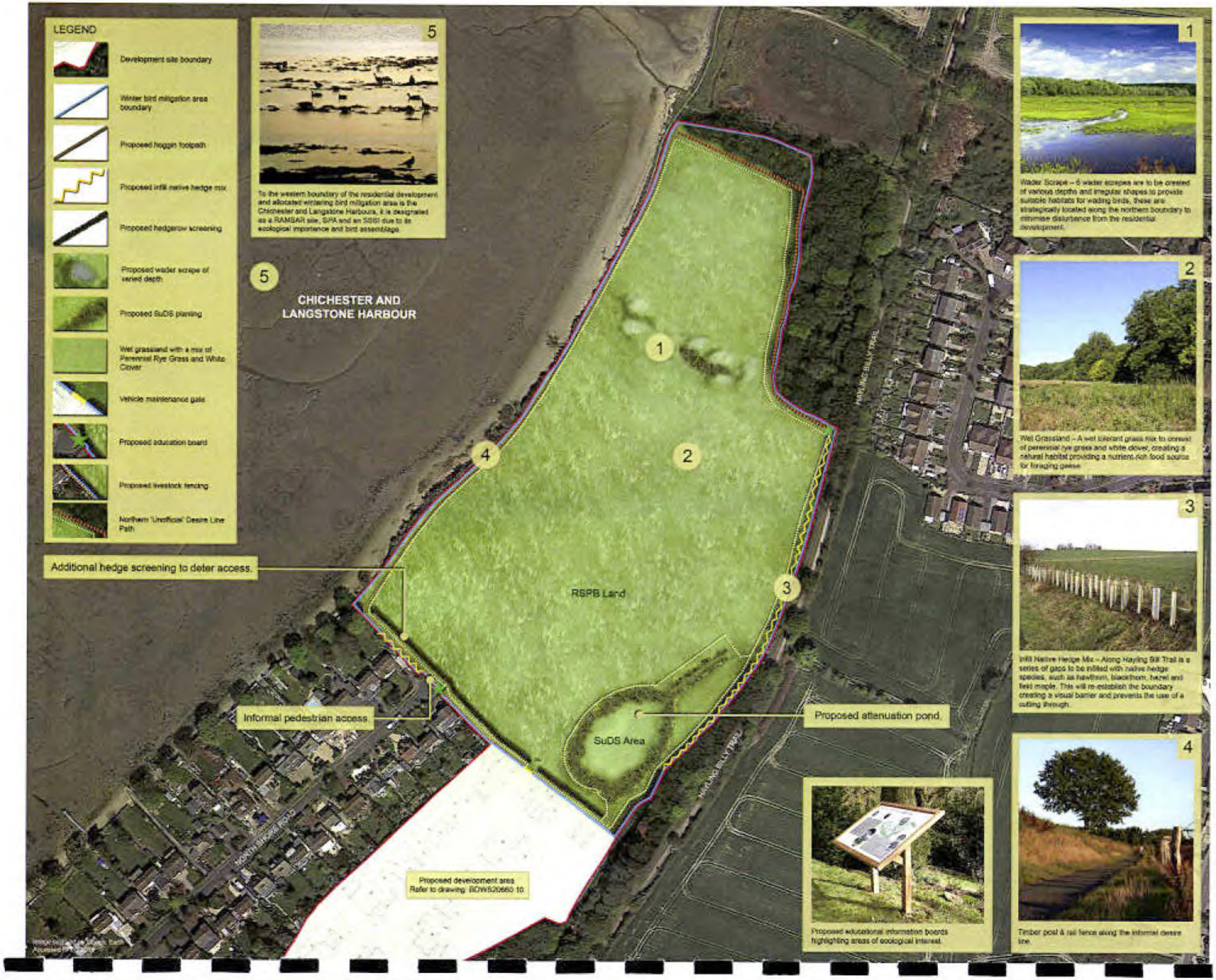
SINAH LANE HAYLING ISLAND

NB1 2S17

LTP-05

D12

BARRATT HOMES


LEGEND
Development site boundary
Winter bird mitigation area boundary
Proposed hoggin footpath
Proposed infill native hedge mix
Proposed hedgerow screening
Proposed wader scrape of varied depth
Proposed SuDS planting
Wet grassland with a mix of Perennial Rye Grass and White Clover
Vehicle maintenance gate
Proposed education board
Proposed livestock fencing
Northern 'Unofficial' Desire Line Path
5
CHICHESTER AND LANGSTONE HARBOUR
1
2
3
4
RSPB Land
SuDS Area
Additional hedge screening to deter access.
Informal pedestrian access
Proposed attenuation pond.
Proposed development area Refer to drawing: BDW520660 10
HAYLING BILLY TRAIL
HAYLING BILLY TRAIL

5

To the western boundary of the residential development and allocated wintering bird mitigation area is the Chichester and Langstone Harbours, it is designated as a RAMSAR site, SPA and an SSSI due to its ecological importance and bird assemblage.

1

Wader Scrape – 6 wader scrapes are to be created of various depths and irregular shapes to provide suitable habitats for wading birds, these are strategically located along the northern boundary to minimise disturbance from the residential development.

2

Wet Grassland – A wet tolerant grass mix to consist of perennial rye grass and white clover, creating a natural habitat providing a nutrient-rich food source for foraging geese.

3

Infill Native Hedge Mix – Along Hayling Bill Trail is a series of gaps to be infilled with native hedge species, such as hawthorn, blackthorn, hazel and field maple. This will re-establish the boundary creating a visual barrier and prevents the use of a cutting through.

4

Timber post & rail fence along the informal desire line.

Proposed educational information boards highlighting areas of ecological interest.

Sinah Lane,
Hayling Island
Winter Bird Mitigation Plan

Rev	Date	Details	Drawn
[illegible]	[illegible]	Client comments	[illegible]
I	[illegible]	Comments	[illegible]
[illegible]	[illegible]	Comments	[illegible]
[illegible]	[illegible]	Comments	[illegible]
F	[illegible]	Comments	[illegible]
[illegible]	[illegible]	Comments	[illegible]
D	[illegible]	Revised layout	[illegible]
C	[illegible]	Client comments	[illegible]
B	[illegible]	Ecological comments	[illegible]

ACD ENVIRONMENTAL

BARRATT HOMES

scheme: Sinah Lane, Hayling Island
client: Barratt Homes
drawing: Winter Bird Mitigation Plan
date: June 2018
scale: 1:1000@A1
drawing no: BDW520660 22J
drawn: PF/DL checked: ALK