



Dated 06 MARCH 2026

**Hampshire County Council
and
British Overseas Bank Nominees Limited
and
W G T C Nominees Limited**

**Minor Works Agreement for Highway Works at
8 Downley Road Havant PO9 2JD
pursuant to (inter alia) Section 278 Highways Act 1980**

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Date

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2026

1 Parties

1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ ('the County Council')

1.2 **British Overseas Bank Nominees Limited** (company registration number 00220905) and **W G T C Nominees Limited** (company registration number 01255218) whose registered address is at 250 Bishopsgate, London EC2M 4AA in their capacity as nominees for and on behalf of NatWest Trustee and Depositary Services Limited as depositary (and not otherwise) of Royal London Property Fund (together "the Owners")

2 Background

A The County Council is the Highway Authority for Hampshire

B The Owners are the registered proprietors of the land shown edged red (excluding those parts which are highway) ("the Land") on drawing PL001 A attached hereto and agree that the Works are for the benefit of the Land

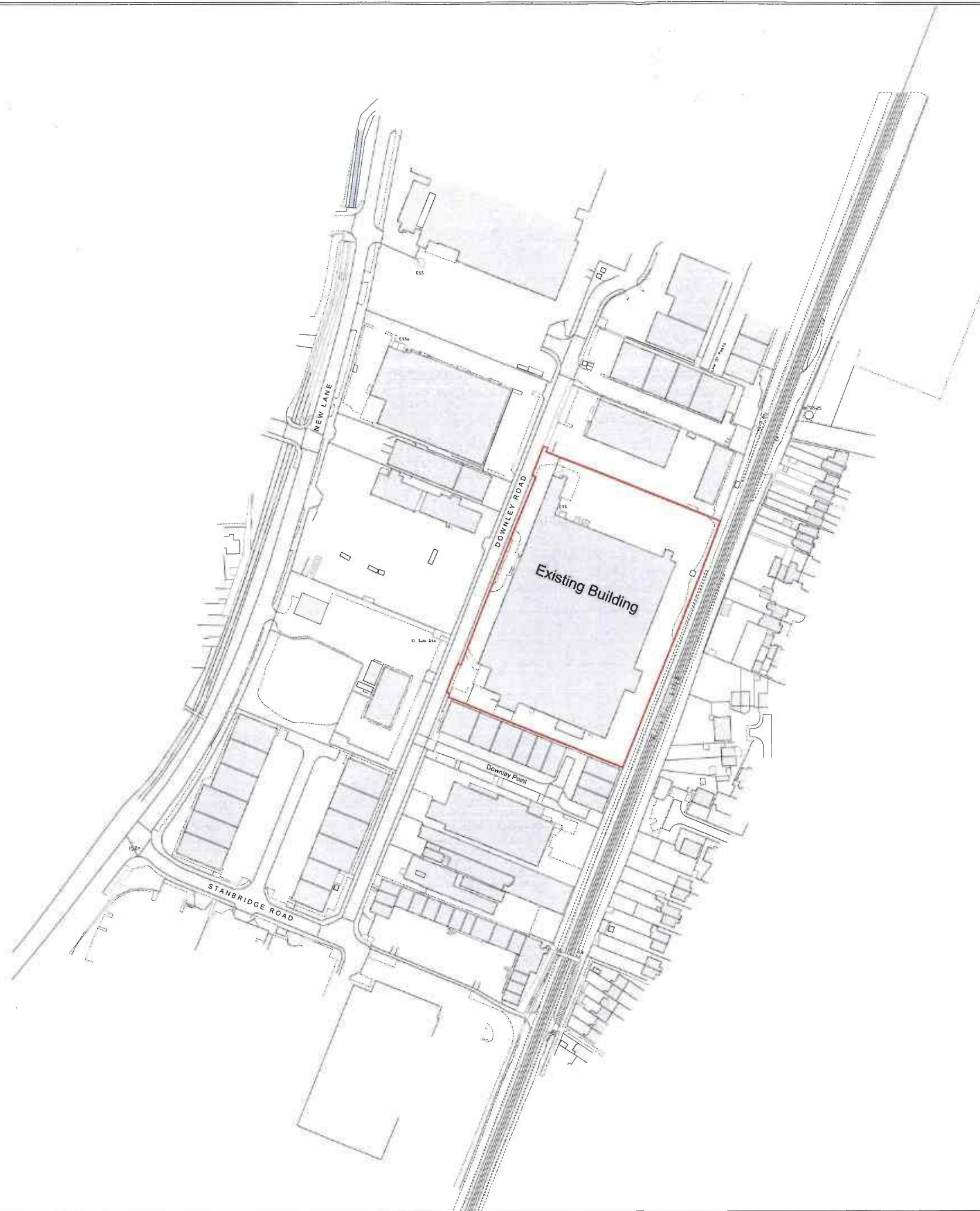
C The Owners are acting in their capacity as nominees for and on behalf of Natwest Trustee and Depositary Services Limited (company registration number 11194605) as depositary (and not otherwise) of the Royal London Property Fund (company registration number IC000822)

D The Owners' will develop the Land and the Owners have agreed they will pay the cost of construction and maintenance of the Works

E The Owners are desirous of entering into this Agreement for the purposes of securing the carrying out of the highway works ('Works') defined in Schedule 1

F The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Owners which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission granted 8 May 2025 by Havant Borough Council reference APP/24/00606 ("the Planning Permission") may be carried out by the Owners' subject to the terms and conditions set out beneath

Agreed terms



Disclaimer:
Subject to survey

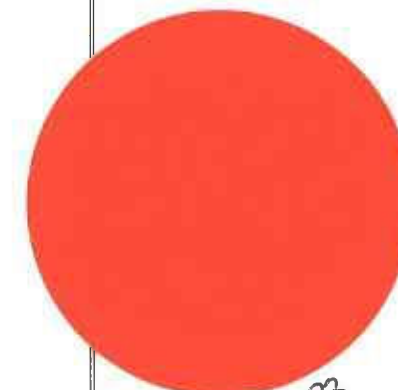


SCALE
0 25 50m

Notes

KEY

Site Boundary



38/1833



A	Updated Site Boundary	13.12.24	AH	HA
-	First Issue	10.11.23	TM	HA
Rev	Notes	Date	Dwn	Iss

Suitability Code

PLANNING

Client

CANMOOR

hale

ARCHITECTURE

22c Leathermarket Street, London, SE1 3HP

Project

Dunham Bush Site, Downley Road
Havant

Drawing Title

Site Location Plan

Project No	Scale @ A1 / A3	Revision
23076	1:1250 / 1:2500	A
Drawing No.		
PL001		

3 Statutory powers

- 3.1 This Deed of Agreement is made pursuant to Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers including the Localism Act 2011

4 Prior to construction of the Works

- 4.1 The Owners shall obtain prior approval for proposed dates to work on the highway from the County Council and comply with any statutory notices and notice periods. Unless otherwise agreed in writing the Owners shall give the County Council 3 weeks written notice of its intention to commence work on the highway and complete the Works within a period of 12 weeks, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
- 4.2 Before commencement of construction of the Works the Owners shall obtain such consents, licences or permissions as may be required for carrying out the Works and shall comply with these and for the avoidance of doubt these include but are not limited to the usual requirements of the New Roads and Street Works Act 1991 and consulting with statutory undertakers further the Owners shall if necessary obtain any consents and permissions from any railway, canal, inland navigation, dock or harbour undertakers and carry out works on his land.
- 4.3 The Owners shall not carry out any works except in accordance with the approved drawing/s ('the Drawing/s') approved in Schedule 1.
- 4.4 The Owners shall prior to commencing construction of the Works pay all current outstanding costs incurred by the County Council in relation to design check fees, project management and inspection, legal fees, and costs in respect of approval of the design and certification of street lighting and illuminated equipment by the County Council's PFI provider.

5 Cash deposit and fees

- 5.1 The Cash Deposit ('Cash Deposit') in the sum of seventeen thousand seven hundred nineteen pounds and forty three pence (£17,719.43) shall be paid by the Owners to the County Council on the date hereof and returned to the Owners in phases with 70% being returned on the issue of the Certificate of Completion ('Certificate of Completion') with a minimum of

ten thousand pounds (£10,000) retained and the remaining balance being returned on the issue of the Certificate of Maintenance ('Certificate of Maintenance') together with any accrued interest. If the Owners fails at any time to carry out or observe any of the terms of this Agreement or a Default Event occurs (as set out in Schedule 2) the County Council shall initially use the Cash Deposit to fully reimburse the County Council in respect of any fees costs and expenses it has incurred further any fees costs and expenses incurred over and above the Cash Deposit limit shall be recoverable from the Owners and any costs monies fees due to the County Council shall be paid by the Owners within 21 days of written demand.

6 Indemnity and insurance

- 6.1 The Owners shall indemnify the County Council in respect of any third parties actions claims fees charges expenses proceedings or demands which may arise out of or in connection with or incidental to the carrying out of the Works and until the County Council assumes responsibility for the Works following issue of the Certificate of Maintenance.
- 6.2 The Owners shall also indemnify the County Council in respect of all costs associated with its responsibilities and all claims under the Land Compensation Act 1973 and regulations made thereunder (including claims the County Council determine should be met under the Noise Insulation Regulations 1975) arising out of the use of the Works.
- 6.3 The Owners shall be insured against public liability risks for a sum of at least £10 million in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and a copy of the insurance policy and receipts for the premiums paid shall on request by the County Council be produced for inspection.

7 Construction of the Works

- 7.1 The Owners shall minimise obstruction to vehicle and pedestrian traffic and sign and guard the Works in accordance with chapter 8 (Parts 1 and 2) of the Traffic Signs Manual 2009 and chapter 8 (Part 3) of the Traffic Signs Manual 2016 as modified extended amended supplemented or revised including any replacement thereof.

- 7.2 The Owners shall provide a traffic management plan if required by the County Council.
- 7.3 The Owners shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure without the consent of the County Council and shall not close any part of the highway unless the County Council has agreed previously.
- 7.4 The Owners shall carry out the Works as contractor for the County Council in a good and workman like manner and in accordance with the Drawings and any agreed specification within the period specified and to the satisfaction of the County Council. The Owners shall comply with all relevant legislation.
- 7.5 The Owners shall during the carrying out of the Works give access at any time to the County Council and any authorised officer for the purposes of inspections.

8 Completion of the Works

- 8.1 The Owners shall notify the County Council of completion of the Works and if these have been completed to the County Council's satisfaction, a Certificate of Completion shall be issued (subject to Clause 9.2) and from that date the maintenance period ('Maintenance Period') of at least 12 calendar months shall commence during which time the Owners shall be responsible for the correction of any defects and maintaining the Works.

9 Traffic Regulation Order

- 9.1 The Traffic Regulation Order is defined as 'means an order made under the provisions of the Road Traffic Regulation Act 1984 enabling double yellow lines to be implemented prior to any use by the public as part of and to regulate the use of the Works'.
- 9.2 Upon completion of the Works to the satisfaction of the County Council and provided that a Traffic Regulation Order has been made and confirmed in connection with the Works then the County Council will issue a Certificate of Completion.

10 Prior to issue of Certificate of Completion

- 10.1 Prior to issue of the Certificate of Completion the Owners shall ensure all outstanding fees have been paid including design check fees, project management and inspection and further provide to the County Council all

necessary drawings, health and safety certificates, street lighting certificates, site road safety audits, CCTV Drain Survey, and any other documentation the County Council requires.

11 Completion of Maintenance Period

- 11.1 On completion of the Maintenance Period, the Owners shall notify the County Council who shall re-inspect and notify the Owners of any required remedial works. Once these have been carried out to the County Council's satisfaction and all outstanding fees have been paid including design check fees, project management and inspection the County Council shall issue a Certificate of Maintenance and from that time the County Council shall assume responsibility for maintenance of the Works.

12 Payments due

- 12.1 Where any payment due to the County Council under this Agreement is outstanding the Owners covenants with the County Council that the Owners shall pay all outstanding payments to the County Council within ten working days of the County Council's written demand ('the Demand') as well as the interest at a rate of 4% per annum above the base lending rate of the HSBC at the date of the Demand on the sum outstanding from the due date under this Agreement until the actual date of payment to the County Council.

13 General

- 13.1 In no event shall any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement.

14 Limitation of Liability

- 14.1 The Owners and any affiliated or group entity succeeding them enter into this Agreement in their capacity as nominees for and on behalf of NatWest Trustee and Depositary Services Limited ("NatWest") and as such any liability on their part pursuant to this Agreement or connected to this Agreement is limited to the assets held by them for the time being as nominees for and on behalf of NatWest.

14.2 NatWest and any party succeeding them act solely in their capacity as depositary of the Royal London Property Fund (the "Fund") and as such any liability on their part pursuant to this Agreement or connected to this Agreement is limited to the extent that NatWest or such party has recourse to the assets held by them for the time being for the Fund.

14.3 Notwithstanding any provisions of this Agreement neither the Owners nor NatWest have any obligation to meet any claim or liability under this Agreement or connected to this Agreement except to the extent that they can properly meet this claim or liability out of the assets of the Fund.

15 Counterparts

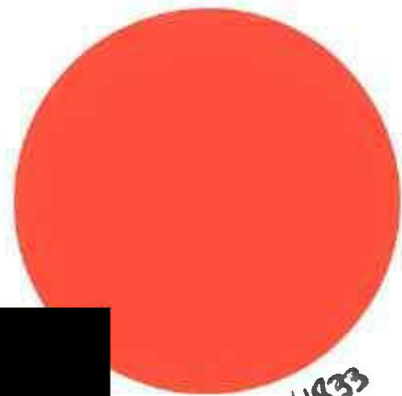
15.1 This Deed may be executed by the parties in separate counterparts but shall not take effect until each party has executed at least one counterpart and each counterpart when executed shall constitute a duplicate original but all of which taken together shall constitute one and the same instrument

This Agreement including any Schedules and Appendices and Drawings has been executed as a Deed by the parties and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing the
Common Seal of **Hampshire**
County Council in the presence of

Authorised Signatory
Name [REDACTED]
Position [REDACTED]

ASSISTANT LEAD LEGAL SERVICES



SIGNED AS A DEED by

**AS ATTORNEY FOR
BRITISH OVERSEAS BANK
NOMINEES LIMITED**

in the presence of:

)
)
)
).....
)
)
)

As attorney for BRITISH OVERSEAS BANK
NOMINEES LIMITED

Signature of witness:
Name (in block capitals):
Address:

SIGNED AS A DEED by

**AS ATTORNEY FOR
WGTC NOMINEES LIMITED**

in the presence of:

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)

As attorney for WGTC NOMINEES LIMITED

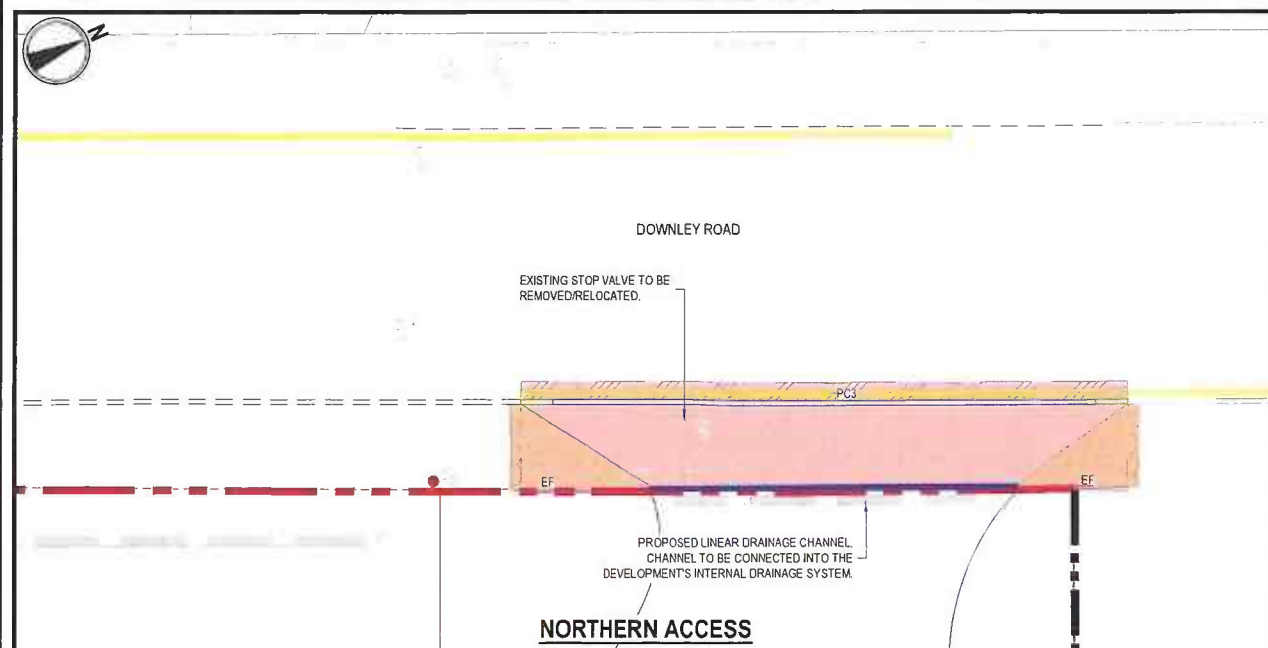
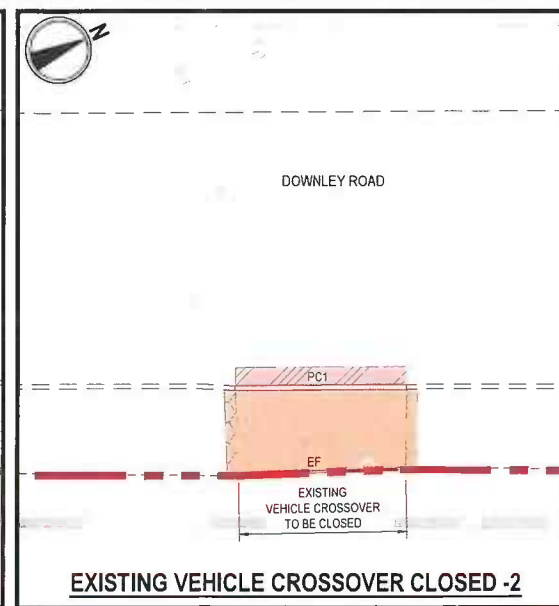
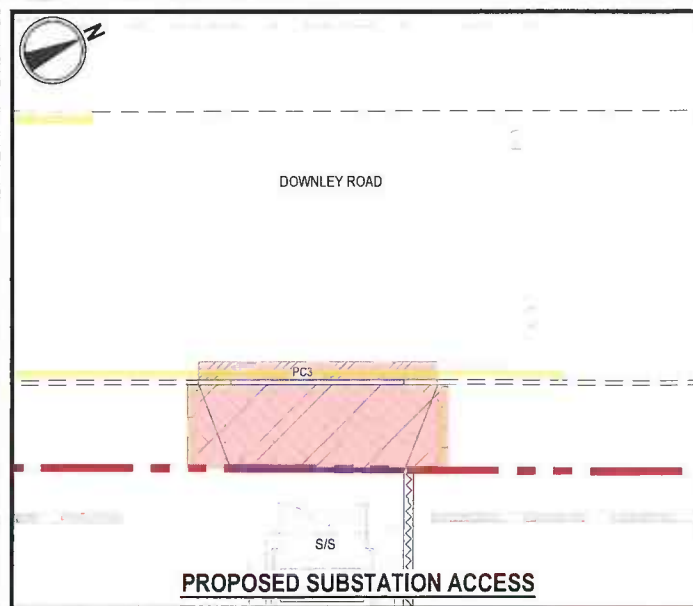
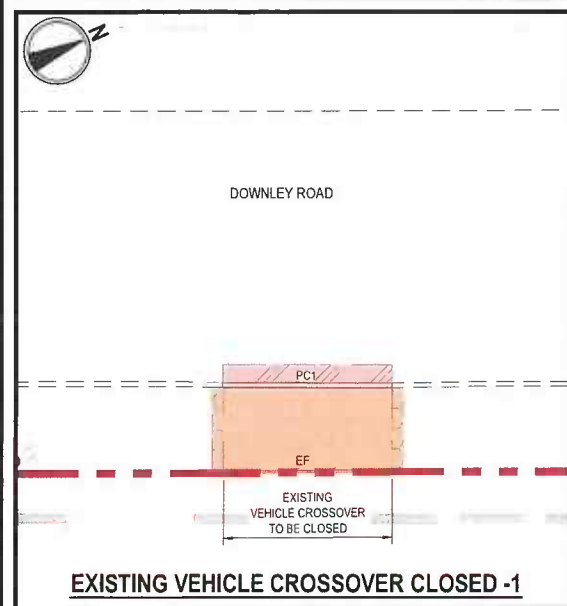
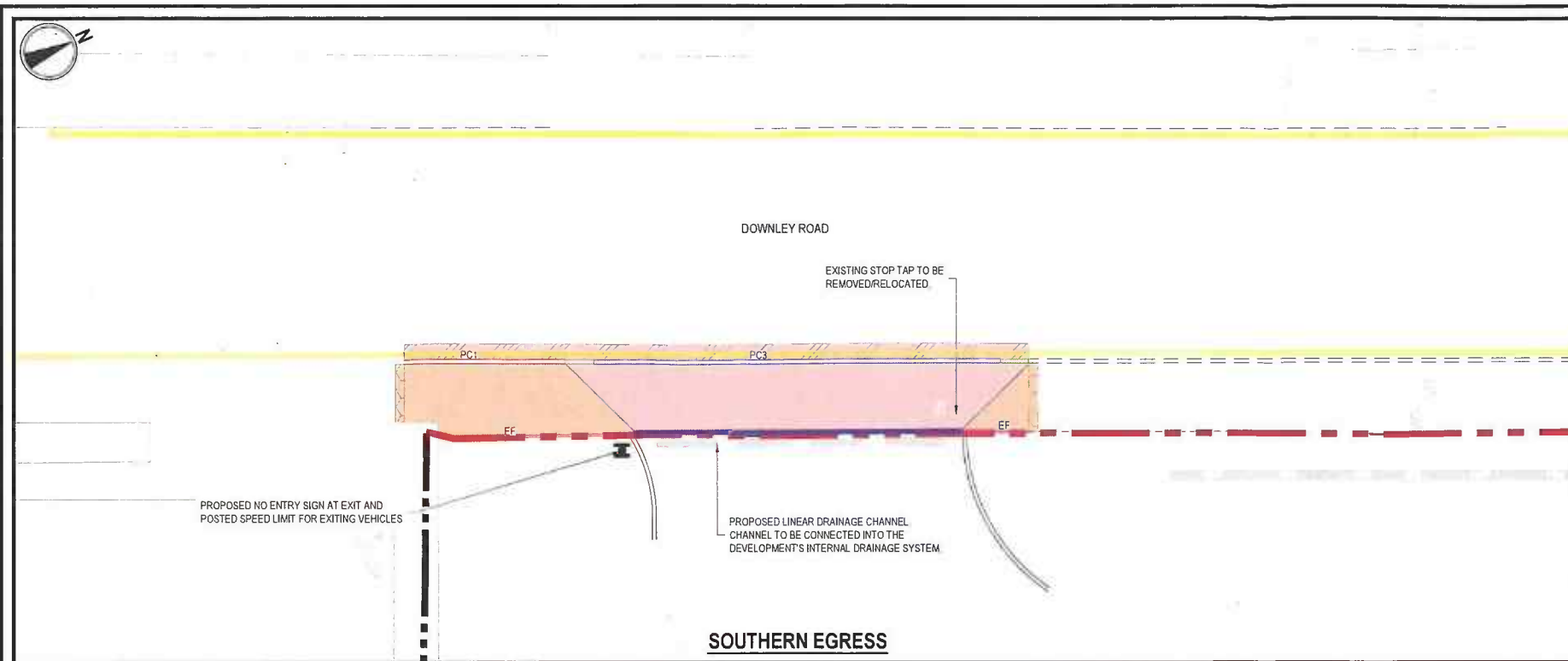
Signature of witness:
Name (in block capitals):
Address:

Schedule 1 – The Works

The Works shown on Drawing/s A00 P6 attached hereto shall comprise:

Widening two existing crossovers (more than 10m), installing new crossover for substation access adjacent to the road (less than 10m) and closing two existing crossovers

together with such ancillary works as may be required by the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers equipment provided that if the Department for Transport Technical Design Standards, Advice or the County Council's Technical Guidance is amended after the date of this Agreement the County Council shall be at liberty to review the Works and require any amendments deemed necessary to ensure that the Works comply with the revised standards and advice



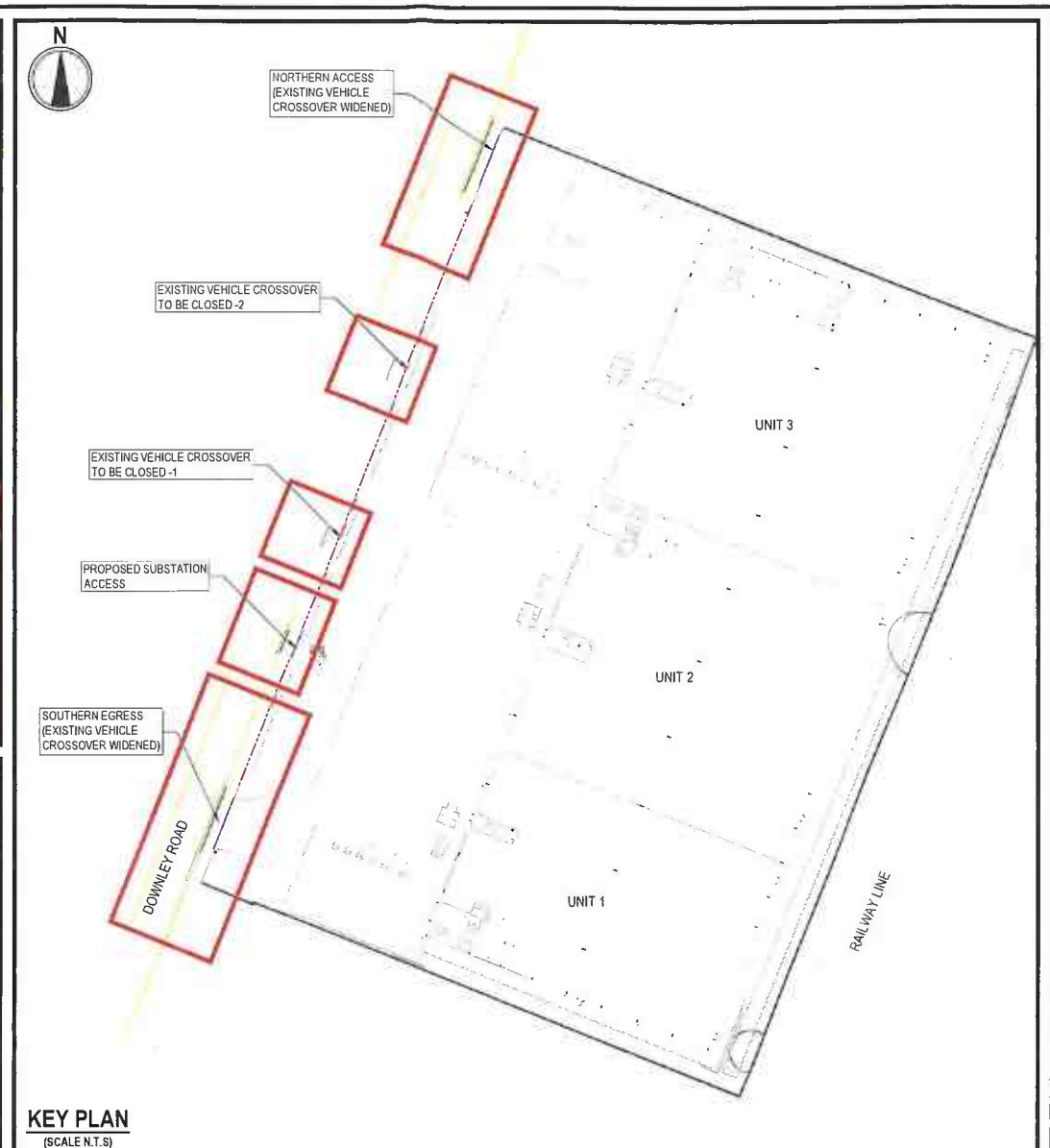
NOTES

1. ALL HIGHWAY WORKS TO BE AGREED WITH THE LOCAL COUNCIL PRIOR TO IMPLEMENTATION ON SITE. NO WORKS ARE TO BE COMMENCED UNTIL TECHNICAL APPROVAL OF THE DRAWINGS HAS BEEN CONFIRMED IN WRITING
2. ALL WORKS TO BE IN ACCORDANCE WITH HAMPSHIRE COUNTY COUNCIL DESIGN STANDARDS.
3. SLIT TRENCH INFORMATION REQUIRED TO ASCERTAIN DEPTH AND LINE OF EXISTING SERVICES WITHIN PROPOSED ACCESS.
4. PAVEMENTS THICKNESSES ARE BASED ON 3.0% CBR AS PER PROPOSED SITE SI, TO BE TESTED ON SITE. COUNCIL TO CONFIRM REQUIREMENTS.

LEGEND

---	EXISTING HIGHWAY BOUNDARY
PC1	125 x 255 HALF BATTER KERB
PC3	125 x 150 DROPPED KERB WITH 25mm UPSTAND VEHICULAR CROSSINGS. KERB TO BE CUT IN HALF (i.e. 450mm) LENGTHS TO PREVENT CRACKING (REFER TO HCC11/C130)
EF	125 x 150 to 255 TRANSITION KERB. TO HCC DRAWING NO. HCC11/C0158
---	EDGING KERB - EF - FLAT TOP
---	150x150 SQUARE CS CHANNEL BLOCK TO DEMARCAT HIGHWAY BOUNDARY TO HCC DRAWING NO. HCC11/C130

REFER TO HCC DRAWING NO. HCC11/C0109



VEHICLE CROSSOVER			
SURFACE COURSE	40mm	HRA 55/10 F SURF 40/60 PSV 55 TO BS EN 13108-4	
BINDER COURSE	60mm	AC20 DENSE BIN 100/150 TO BS EN 13108-1	
BASE COURSE	160mm	AC32 DENSE BASE 40/60 TO BS EN 13108-1	
SUB-BASE	300mm	TYPE 1 TO CLAUSE 803	
REFER TO HCC DRAWING HCC11/C130			
(3% CBR ASSUMED. CBR TO BE CONFIRMED DURING FIRST WEEK OF WORKS.)			
CARRIAGEWAY REINSTATEMENT - NEW KERB LINE			
SURFACE COURSE	45mm	HRA 35/14 SURF 30/14 Surf	
VEHICLE CROSSOVER - SUBSTATION			
SURFACE COURSE	20mm	AC 6 DENSE SURF 100/150 PSV 45 TO BS EN 13108.1	
BINDER COURSE	50mm	AC 20 DENSE BIN 100/150 TO BS EN 13108-1	
SUB-BASE	150mm	TYPE 1 TO CLAUSE 803	
REFER TO HCC DRAWING HCC11/M040			
FOOTWAY CONSTRUCTION			
SURFACE COURSE	20mm	AC 6 DENSE SURF 100/150 PSV 45 TO BS EN 13108.1	
BINDER COURSE	50mm	AC 20 DENSE BIN 100/150 TO BS EN 13108-1	
SUB-BASE	150mm	TYPE 1 TO CLAUSE 803	
REFER TO HCC DRAWING HCC11/C045			
FOOTWAY RESURFACING WORKS			
SURFACE AND BINDER TO BE LAID IN 150mm WIDE STEPPED OVERLAPPING INCREMENTS			
FINAL CONSTRUCTION THICKNESSES AND DETAILS ARE SUBJECT TO LOCAL COUNCIL STANDARDS			

Rev	Date	Description	Technician	Reviewer
P6	15.12.25	COUNCIL COMMENTS INCORPORATED	AM	D
P5	17.09.25	COUNCIL COMMENTS INCORPORATED	AM	D
P4	17.09.25	COUNCIL COMMENTS INCORPORATED	AM	D
P3	24.07.25	UPDATED FOLLOWING RAG1	AM	D
P2	07.03.25	ISSUED FOR APPROVAL	AM	D
P1	25.08.24	PRELIMINARY REVIEW	AM	D

Project		Drawing		Revision	
DOWNLEY ROAD, HAVANT		PROPOSED HIGHWAYS WORKS		GENERAL ARRANGEMENT	
Drawing Set	Drawing Status	Scale	Project Number	Drawing Number	Revision
APPROVAL	PRELIMINARY	1:100 @ A1 1:200 @ A3	24-011-I&L	A00	P6



38/1833

Schedule 2 – Default Event

A Default Event shall mean any of the following events or occurrences where the Owners is a

1 Corporation:

- 1.1 it has an administrative receiver or receiver appointed over the whole or part of the Owners' assets or suffers the appointment of an administrator; or
- 1.2 any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Owners; or
- 1.3 an application is made for an administration order in relation to the Owners; or
- 1.4 an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by the Owners or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 1.5 a receiver or manager is appointed in relation to any property or income of the Owners; or
- 1.6 a liquidator is appointed in respect of the Owners; or
- 1.7 a voluntary winding-up of the Owners is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- 1.8 a petition is made for a winding-up order for the Owners; or
- 1.9 the Owners is struck-off from the Register of Companies; or
- 1.10 the Owners otherwise ceases to exist.

2 An individual:

- 2.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Owners; or
- 2.2 the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Owners