DATED 28 October 2015

EASTLEIGH BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

and

MARIA GLORIA HAZELL

and

SHEET ANCHOR PROPERTIES LIMITED

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990, Section 278 of the Highways Act 1980, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 relating to land to the east of Grange Road, Netley Abbey, Southampton Hampshire

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THIS DEED is made on 28 October 2015

BETWEEN

(1) EASTLEIGH BOROUGH COUNCIL of Eastleigh House Upper Market Street Eastleigh Hampshire SO50 9YN ("the Council");

(2) HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire SO23 8UJ ("the County Council");

(3) MARIA GLORIA HAZELL of Townsend Manor Station Road Over Wallop Hants SO20 8HU ("the Owner"); and

(4) SHEET ANCHOR PROPERTIES LIMITED (Company Registration Number 02269601) whose registered office is at LCP House The Pensnett Estate Kingswinford West Midlands DY6 7NA ("the Developer").

RECITALS

(1) The Council and the County Council are the local planning authorities for the purposes of the Act for the area within which the Site is situated.

(2) The Owner is the registered freehold proprietor of the Site.

(3) The Developer is interested in the Site by reason of a planning promotion and sale agreement dated 20 December 2013.

(4) The County Council are the Highway Authority and Education Authority for Hampshire.

(5) The Developer has by written application numbered O/14/75435 and validated on 27 November 2014 ("the Application") applied to the Council for Planning Permission for the Development of the Site. The Council failed to determine the Application within the statutory time limit prescribed and on 27 February 2015 the Developer submitted an Appeal to the Secretary of State.

(6) The Owner, the Developer, the Council and the County Council have agreed to enter into this Deed with the intention that the obligations contained in this Deed will mitigate the impact of the Development in the event that the Appeal is allowed.

(7) The Developer is satisfied that the restrictions and provisions in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

(Definitions)

1. In this Deed in addition to the defined expressions herein referred to, the following expressions shall have the following meanings:

"the Act"	means the Town and Country Planning Act 1990 as amended from time to time
"Affordable Housing"	means low cost housing which shall be offered for sale or rent including shared equity or shared ownership schemes
"Affordable Housing Dwellings"	means those Dwellings to be provided for Affordable Housing in accordance with SCHEDULE FIVE
"Affordable Housing Land"	means the land to be provided for Affordable Housing in accordance with the provisions of Paragraph 1 of SCHEDULE FIVE
"Affordable Housing Provider"	means a registered provider in accordance with Part 1 of the Housing

	Act 1996 and/or registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 who is registered with the Homes and Communities Agency (referred to as the HCA) or such other body as may be agreed with the Council (such agreement not to be unreasonably withheld or delayed)
"Air Quality Monitoring Contribution"	means a contribution in the sum of twenty three thousand pounds (£23,000.00) to be used by the Council towards monitoring of air quality in the air quality management area upon which the Site will impact, projects to include: • Real time monitoring of air pollutants and studies into traffic; • Public awareness raising about pollution through systems such as "Air Alert"; and • Encourage modal shift to reduce traffic congestion and pollutants
"Allotment Land"	means an area of not less than 0.27 ha of the On-Site Open Space Land

	for the provision of allotments and allotment facilities in accordance with SCHEDULE SIX of this Deed
"Appeal"	means the appeal against non-determination of the Application allocated reference number APP/W1715/W/15/3005761
"Application"	means the application submitted to the Council for the Planning Permission with reference O/14/75435
"Approved Scheme"	means the scheme submitted by the Owner and/or Developer and agreed by the Council for the provision of the On-Site Open Space Land and which shall also include details of the facilities including lockable sheds, water and drainage, landscaping, planting and enclosures for the Allotment Land
"Commencement of Development"	means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act but disregarding for the purposes of this Deed and for no other purposes, the following operations:

- Site clearance;
- Site preparation;
- Archaeological investigations and evaluation; and
- Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination;

and the expressions "Commence" "Commenced" and "Commences" shall be construed accordingly

"Community Infrastructure Contribution"	means a contribution in the sum of four hundred and four thousand three hundred and five pounds and thirty nine pence (£404,305.39) to be used by the Council towards the provision or improvement of community infrastructure in the Local Area to include: (i) refurbishment and provision of an accessible public toilet at Netley Library; (ii) extension and refurbishment of the Hound Parish Hall (or a contribution towards the rebuilding of the Hound Parish Hall);

(iii) New Road car parks – improved facilities including re-surfacing, lighting, boundary treatments; and

(iv) community development work – a three year project towards community development including community safety projects, life long learning projects, cultural activities, extended schools initiatives

"Council's Contribution Payments" means the payments to be made by the Owner and or the Developer to the Council in respect of:

(i) the Air Quality Monitoring Contribution;

(ii) the Community Infrastructure Contribution;

(iii) the On Site Open Space Maintenance Contribution;

(iv) the Open Space District Park Contribution;

(v) the Play Area Contribution;

(vi) the Play Area Maintenance Contribution;

(vii) the Public Art Contribution;

(viii) the Public Open Space and Play Provision Contribution; and

(ix) the Solent Recreation Mitigation Partnership Contribution;

all index linked in accordance with clause 12.3 of this Deed

"County Council Contribution Payments" means the payments to be made by the Owner and or the Developer to the County Council in respect of:

(i) the Education Contribution;

(ii) the Sustainable Integrated Transport Contribution; and

(iii) the Travel Plan Monitoring and Approval Fee;

all index linked in accordance with clause 12 of this Deed

"Default Interest Rate" means interest at two per cent (2%) above the base lending rate of Barclays Bank plc from time to time

"Development" means the development described in SCHEDULE TWO

"Dwellings" means those dwellings to be constructed on the Site by the carrying

	out of the Development and the expression "Dwelling" shall be construed accordingly and for the avoidance of doubt shall include those Dwellings that are Affordable Housing Dwellings
"Education Contribution"	means a contribution in the sum of two million eight hundred and two thousand seven hundred and fifty pounds (£2,802,750.00) to be used by the County Council towards the provision of extra school places and improvement of education facilities at Netley Abbey Infant and Junior Schools and Hamble College
"Employment and Skills Plan"	means the provision to the Council and implementation by the Owner and / or Developer of a training and employment plan in accordance with SCHEDULE EIGHT of this Deed which provides details of the objectives and mechanisms of how the Development will promote the skills and training of the local labour market in respect of the construction phase and end uses

"Highway Works (Applicant)"	means the highway works to be carried out by the Owner and / or Developer within the vicinity of the Site in accordance with the Highway Works Agreement for the construction of: i) Refuge crossing over Woolston Road between its junctions with Ingleside and Grange Road; ii) A new footway from the crossing to the existing footway on the south western part of Grange Road providing access to bus stops; iii) New footways linking the Site accesses to the bus stops on Woolston Road; iv) A new footway from the vehicular access south east along the frontage of the Site to the access of the Roll Call public house; v) A new footway and crossing point to the existing footway on Woolston Road to the south east of the Site linking to community facilities and public open space;

vi) Extension to the 30mph zone on Woolston Road under a Traffic Regulation Order under the Road Traffic Regulation Act 1984 to be funded by the Owner and or the Developer (as the case may be); and

vii) Waiting facilities at the bus stops on Woolston Road

"Highway Works Agreement" means an agreement or agreements pursuant to (inter alia) section 278 and / or section 38 of the Highways Act 1980 to be entered into by the Owner and / or the Developer with the County Council in a form to be agreed to the reasonable satisfaction of the County Council in respect of the carrying out of the Highway Works (Applicant)

"Highway Works Certification Standard" means the completion of the Highway Works (Applicant) to the reasonable satisfaction of the County Council as evidenced by the issue of a certificate of completion regarding any highway works performed under the Highway Works Agreement

"Highway Works Specification"	means the specifications and plans to be submitted for the approval of the County Council in writing in respect of the Highway Works (Applicant) and to be set out in the Highway Works Agreement
"Local Area"	means the area within the ward boundaries of Burseldon and Hamble Le –Rice and Hound
"Management Entity"	means the body or bodies nominated or established by the Owner and / or Developer for the management and maintenance of the On-Site Open Space Land
"Nominations Agreement"	means an agreement where no existing agreement is in place to be entered into with the Council by the Affordable Housing Provider in respect of rights for the Council to nominate persons for the Affordable Housing Dwellings from the Council's housing register
"Occupation and Occupied"	means occupation or occupied by residents and excludes occupation for the purpose of construction

	internal and external refurbishment decoration fitting out marketing or any other activity preparatory to the use of a building and reference to "Occupy" shall be construed accordingly
"On-Site Open Space Land"	means an area of not less than 1.27 hectares of public open space to be provided on the Site as shown approximately on drawing no CSa/2510/111/Rev A with the precise area location to be determined as part of reserved matters approvals together with the 0.27 hectares of Allotment Land
"On Site Open Space Maintenance Contribution"	means the sum of ninety seven thousand two hundred and one pounds and seventy three pence (£97,201.73) to be applied by the Council towards the maintenance and supervision of the On-Site Open Space Land
"On-Site Open Space Management Plan"	means proposals (to be submitted by the Owner and / or Developer and approved by the Council) for arrangements to secure the future

[redacted]

[redacted]



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LEGEND

- Site boundary: 10.61ha
- Public Open Space: 1.27ha
- Strategic Landscaping: 1.12ha
- Sustainable urban Drainage (SuDs): 1.45ha
- Allotments: 0.27ha

Revision	Date	By	Description
A	11.9.2015	SD	Figure amendments

CSa environmental planning

Project: Grange Road, Netley

Title: Public Open Space Plan

Client: Sheet Anchor Properties Ltd

Scale @ Size: 1:2,000 @ A3 | Drawn: JC

Date: September 2014 | Checked: SE

Drawing Number: CSa/2510/111 | Revision: A

maintenance and management of the On-Site Open Space Land (including the handling of any complaints) by the Management Entity such plan to be subject to a review mechanism to be agreed with the Council

"Open Space District Park Contribution" means a contribution in the sum of three hundred and eighty nine thousand nine hundred and sixty one pounds and thirty four pence (£389,961.34) to be used by the Council towards:

(i) improvements works to Cricket Field / Castle Recreation Ground including improved fencing, provision and upgrade of exercise equipment and picnic tables; and

(ii) improvement works to Station Road District Park to increase capacity for sport including provision and upgrade of tennis court, all weather training area, hard standing, goal posts, signage and interpretation boards and an

	extension to Tankerville sports pavilion
"Owner"	means the Owner and her respective successors in title to the Site
"Plan"	means the plan annexed hereto and labelled "Plan"
"Planning Permission"	means outline planning permission for the Development the subject of the Application which may be granted by the Secretary of State pursuant to the Appeal
"Play Area Contribution"	means a contribution in the sum of sixty three thousand six hundred and ninety pounds and twenty pence (£63,690.20) to be used by the Council towards the provision of play equipment at Butlocks Heath Recreation Ground
"Play Area Maintenance Contribution"	means the sum of forty one thousand and eighty pounds and eighteen pence (£41,080.18) towards the maintenance and supervision of the play area and equipment at Butlocks Heath Recreation Ground

[redacted]



[redacted]

PLAN

"Public Art""	means the art work or works to be provided pursuant to the Public Art Statement which may enhance the amenity and / or the visual impact of the Development and may be located in or within the vicinity thereof in accordance with SCHEDULE NINE of this Deed
"Public Art Contribution"	means a contribution in the sum of eighty eight thousand and twenty two pounds and seventy five pence (£88,022.75) to be used by the Council towards the provision of public art, including the administration and management of the project and maintenance of Public Art within the vicinity of the Site to be used to fund projects in accordance with SCHEDULE NINE of this Deed including: - entrance features at the Public Open Space accesses; - wayfinding pieces to improve links between existing development and the Development;

- to enhance the appearance of the Butlocks Heath Recreation Ground;
- and any other artworks or community engagement events as agreed with the steering group

"Public Art Officer" means an officer of the Council from time to time allocated to deal with public art

"Public Art Statement" means a statement prepared by the Public Art Officer in consultation with the steering group detailing the intended strategy for the delivery of the Public Art to include:

- Mechanisms for appointing and coordinating the Public Art Steering Group;
- Mechanisms for the appointment of the artist(s);
- Mechanisms for evaluating proposals relating to the Public Art;
- A timetable for design, implementation and completion of the Public Art

"Public Art Steering Group" means a steering group to be responsible for the implementation

and completion of the Public Art with such members to include:

- Relevant planning officer for the Council;
- Representative of the Owner or Developer;
- Chair and / or Vice Chair or such other representatives of the Local Area Committee of the Council;
- The Public Art Officer

together with such other persons as agreed in writing by the above members of the steering group

"Public Open Space and Play Provision Contribution"

means a contribution in the sum of two hundred and twelve thousand four hundred and twenty one pounds and forty seven pence (£ 212,421.47) to be used by the Council to improve capacity and or upgrade existing off-site public open space and play provision facilities including:

(i) repainting goal and basketball units, installing matta surface, improvements to access, teen exercise equipment, seating bins and fencing at the Kick-about located on open space to

the west of Kingston and the north of Chillerton;

(ii) improvement works to Priors Hill Copse including provision and upgrade of fencing, signage, interpretation and waymarkers and footpath improvements;

(iii) improvement works to The Bunney including provision and or upgrade of interpretation boards, bins, benches and improved access;

(iv) provision of new fitness equipment, fencing bins benches and kick wall at Butlocks Heath Recreation Ground;

(v) minor and major coastal protections works to Netley coast including provision and upgrade of bins, signage, interpretation boards and measures to keep Netley beach and paths accessible

"Secretary of State" means the Secretary of State for Communities and Local Government

"Site"	means the land described in SCHEDULE ONE
"Solent Recreation Mitigation Partnership Contribution"	means a contribution in the sum of forty three thousand pounds (£43,000.00) to be used towards the funding of the work of the Solent Recreation Mitigation Partnership
"Solent Recreation Mitigation Partnership"	means the partnership of South Hampshire local authorities and other organisations which has been established to implement measures to mitigate cumulative recreational disturbance of birds within the Solent and Southampton Water Portsmouth Harbour and Chichester and Langstone Harbour Special Protection Areas
"Sustainable Integrated Transport Contribution"	means a contribution in the sum of four hundred and thirty seven thousand and five pounds (£437,005.00) to be applied by the County Council to include the installation of traffic signals at the junction of Grange Road with the A3035 Portsmouth Road and any other associated improvement works

	at the junction and improvements to sustainable transport on Grange Road including but not limited to the provision of a footbridge on Grange Road
"Travel Plan"	means a travel plan to be submitted to and approved in writing by the County Council in substantially the form of the draft attached to this Deed at SCHEDULE THIRTEEN which is designed to manage the demand for transport to and from the Development and to secure a modal shift away from the private car in favour of public transport and other means of travel
"Travel Plan Monitoring and Approval Fee"	means the sum of sixteen thousand and five hundred pounds (£16,500.00) to be used by the County Council for the monitoring and review of the Travel Plan
"Travel Plan Bond"	a bond on terms and by a surety approved by the County Council in the sum of seventy three thousand pounds (£73,000.00) being the sum of the cost of implementation and

	compliance with the Travel Plan (as estimated by the County Council) plus ten per cent (10%) thereof which shall be maintained for the five year life of the Travel Plan
"Travel Plan Co-Ordinator"	an individual or company appointed to deliver the measures set out in the Travel Plan
"Travel Plan Security Deposit"	a sum of seventy three thousand pounds (£73,000.00) to be paid to the County Council as security for the Travel Plan being the sum of the cost of implementation and compliance with the Travel Plan (as estimated by the County Council) plus ten per cent (10%) thereof which shall be held by the County Council for the five year life of the Travel Plan
"Travel Plan Report"	an annual report to be submitted to the County Council for the County Council's approval reporting on all aspects of the Travel Plan's performance

"Wheelchair Standard Housing"	means housing which is specifically designed to meet the needs of wheelchair users
Working Day	means Monday to Friday excluding any day that is a public holiday in England

OPERATIVE PROVISIONS :-

1. This Deed is made pursuant to Section 106 of the Act Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and in consideration of the covenants contained in this Deed.

2. The obligations by the Owner and the Developer in this Deed are deemed to be planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County Council.

3. Subject to Clauses 4 and 18 of this Deed the Owner and the Developer for themselves and their respective successors in title hereby covenant with the Council, and as a separate covenant with the County Council, with the intent of binding the Site so that such covenants shall be enforceable against their respective successors in title and any person claiming through or under them to observe the restrictions and to perform the obligations contained in SCHEDULE THREE to SCHEDULE TEN inclusive.

4. The Owner and the Developer (as the case may be) shall not be liable for any breach of the restrictions and obligations on its part set out in this Deed where such breach arises after the Owner or the Developer (as the case may be) shall

have parted with its entire interest in the Site (or its interest in that part of the Site to which the breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

5. The Council covenants with the Owner and the Developer to perform the obligations set out in SCHEDULE ELEVEN to this Deed.

6. The County Council covenants with the Owner and the Developer to perform the obligations set out in SCHEDULE TWELVE to this Deed.

7. The parties hereby agree that where under the terms of this Deed the consent or approval or confirmation of the Council or the County Council or their respective officers is required then such consent or approval or confirmation shall not be unreasonably withheld or delayed and the parties shall use their respective reasonable endeavours to raise and answer any queries arising from submission for consents or approvals or confirmations as promptly as reasonably practicable to enable the Council or the County Council to make the relevant decision on an informed basis.

8. The performance of the obligations by the Owner and the Developer aforesaid shall be subject to the provisos (if any) contained in the Schedules.

9. This Deed is a local land charge and will be registered as such.

10. The parties hereby acknowledge that the security of any mortgage over the Site shall take subject to this Deed provided that any mortgagee having a charge over the Site shall otherwise have no liability under the terms of this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner or the Developer (as the case may be).

11. Save in respect of any provision requiring any disagreement or dispute between the parties to be referred to arbitration, if any dispute or difference shall arise between the parties then the following provisions shall apply:

11.1. the dispute or difference may on written notice by any party at any time and served on the other parties (the "Determination Notice") be referred to and determined by an independent person (the "Independent Person") who shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter;

11.2. the Independent Person shall be appointed by agreement between the relevant parties. If within 10 working days after service of the Determination Notice the parties have been unable to agree then, on the application of any relevant party, the Independent Person shall be appointed by the President for the time being of the Law Society or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf;

11.3. the Independent Person to be appointed under this Clause shall act as an expert and the following provisions shall have effect:

11.3.1. the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the parties to the dispute or disagreement (save in the case of manifest error);

11.3.2. the Independent Person shall consider (inter alia) any written representations made on behalf of any party (if made reasonably promptly) but shall not be bound by them;

11.3.3. the parties to the dispute or disagreement shall use all reasonable endeavours to procure that the Independent Person shall give his or her decision as speedily as possible;

11.3.4. the cost of appointing the Independent Person and his or her costs and disbursements in connection with his or her duties under this agreement shall be shared between the parties to the dispute or disagreement in such proportions as the Independent Person shall determine, or in the absence of such determination, equally between such parties; and

11.3.5. if the Independent Person shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained.

12. It is agreed between the parties that:

12.1. the Sustainable Integrated Transport Contribution and the Travel Plan Monitoring and Approval Fee shall be index linked and each relevant payment shall be increased by reference to the Retail Price Index ("RPI") published by the Office for National Statistics (or amendment or replacement thereof) from the date that Planning Permission is granted to the date that the payment is received by the County Council;

12.2. the Education Contribution shall be index linked and each relevant payment shall be increased by reference to the BCIS All-in Tender Price Index published by The Department for Business Innovation and Skills (multiplied by the regional factor for Hampshire) or any amendment or comparable replacement thereof from the date that Planning Permission is granted to the date that the payment is received by the County Council; and

12.3. the Council's Contribution Payments shall be index linked and each relevant payment shall be increased by reference to the Retail Price Index ("RPI") published by the Office for National Statistics (or amendment or replacement thereof) from the date that Planning

Permission is granted to the date that the payment is received by the Council.

13. If any sum or amount has not been paid to the Council or the County Council by the date it is due pursuant to this Deed the Owner and or the Developer (as the case may be) shall pay the Council or the County Council (as the case may be) interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

14. If prior to receipt of any contributions payable under the terms of this Deed the Council and/or the County Council incurs any expenditure in providing facilities or services to which this Deed authorises contributions to be applied then the Council and/or the County Council may immediately following receipt of such contributions deduct therefrom sums equivalent to such expenditure and it is hereby agreed and acknowledged that the Council and/or the County Council shall not subsequently be required to repay any contributions set against such expenditure.

15. Nothing (contained or implied) in this Deed shall fetter or restrict the Council's or the County Council's statutory rights, powers, discretions and responsibilities.

16. No failure or delay by the Council or the County Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. 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.

17. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted at any time.

18. This Deed is conditional upon:

18.1. the grant of the Planning Permission; and

18.2 the Commencement of Development,

save for provisions of clauses 1, 9, 18, 19, 20, 22, 23, 24, 26, 27, 28 and 29 which shall come into effect immediately on completion of this Deed.

19. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or it is modified by any statutory procedure other than at the request of the Owner or expires prior to the Commencement of Development.

20. It is agreed between the parties that if the Secretary of State states clearly in the decision letter granting Planning Permission that one or more of the planning obligations in this Deed are in whole or in part unnecessary or otherwise in whole or in part failed to meet the statutory tests set out in regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) or one or more of the planning obligations in this Deed are in whole or in part unnecessary and not a valid reason for the grant of the Planning Permission as a result of the operation of regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended) then the said planning obligation or planning obligations to that extent shall not apply and to that extent shall not be enforceable by the Council or County Council as the case may be PROVIDED ALWAYS that any obligation in whole or in part considered deleted by the operation of this clause will be considered reinstated in the event that the decision of the Secretary of State in relation to that obligation is successfully challenged.

21. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

22. The parties agree that:

22.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

22.2. nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council or County Council in the exercise of any other statutory function.

23. Any person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Deed.

24. The obligations and restrictions in this Deed shall not be binding upon or enforceable against:

24.1. any statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services; and

24.2. any occupiers of any Dwelling nor any mortgagee of any occupiers of any Dwelling.

25. The Owner and/or Developer agrees with the Council and the County Council to give the Council and the County Council written notice as soon as reasonably practicable of any change of ownership of any of its interest in the Site occurring before all the obligations under this Deed have been discharged by the Council

and the County Council respectively and such notice shall give details of the transferee's full name and registered office (if a company) or usual address (if not) together with the area of the Site or unit of occupation acquired by the transferee by reference to a plan PROVIDED THAT this clause shall not apply to disposals of individual Dwellings.

26. The Owner warrants that no person other than the Owner has any legal interest in the Property save for the Developer and otherwise as set out in the title register.

27. The Developer shall pay the Council's proper and reasonable legal costs and disbursements and other costs and the County Council's proper and reasonable legal costs and disbursements and other costs in connection with the preparation, negotiation and completion of this Deed such costs to be paid prior to completion of this Deed or otherwise within 28 days of demand.

28. In this Deed:

28.1. the masculine and the feminine and neuter gender include each of the other genders and the singular includes the plural and vice versa and references to persons include firms corporations and unincorporated associations;

28.2. a reference to a statute refers to the statute as it applies at the date of this Deed and any later amendment or re-enhancement of it and any regulations or statutory instrument made under it; and

28.3. a reference to a clause or schedule is a reference to a clause or schedule contained in this Deed.

29. This Deed is to be governed by and interpreted in accordance with the law of England and is enforceable in the Courts of England and Wales.

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SCHEDULE ONE

(Description of Site)

The freehold land to the east of Grange Road, Netley Abbey, Hampshire shown for the purpose of identification only edged red on the Plan as the same is registered at the Land Registry with freehold title absolute under Title Number HP131283.

SCHEDULE TWO

(Proposed Development of Site)

Outline planning application with all matters reserved (apart from access) for up to 230 residential dwellings including allotments and open space with associated means of access off Woolston Road

SCHEDULE THREE

(Notification)

1. The Owner and or the Developer (as the case may be) shall notify the Council and the County Council in writing or procure that they are so notified of each of the following events within 21 days of such event occurring:

   1.1. Commencement of Development;

   1.2. Occupation of the 1st Dwelling;

   1.3. Occupation of the 50th Dwelling to be Occupied;

   1.4. Occupation of the 100th Dwelling to be Occupied; and

   1.5. Occupation of the 150th Dwelling to be Occupied.

SCHEDULE FOUR

(The Contribution Payments)

Payments to the Council

The Owner and the Developer covenant with the Council:

1. Not to Commence Development of the Site unless and until the following contributions have been paid to the Council:
   1.1. 50% of the Air Quality Monitoring Contribution;
   1.2. 50% of the Community Infrastructure Contribution; and
   1.3. 50% of the Solent Recreation Mitigation Partnership Contribution.

2. Prior to Occupation of the Development to pay to the Council:
   2.1. the Open Space District Park Contribution;
   2.2. the Public Art Contribution; and
   2.3. the Public Open Space and Play Provision Contribution.

3. Not to Occupy or cause to be Occupied the Development until the payments referred to in Paragraph 2 of this Schedule shall have been paid to the Council.

4. Not to Occupy more than 50 Dwellings on the Site unless the Play Area Contribution has been paid to the Council.

5. Prior to Occupation of the 150th Dwelling on the Site to pay to the Council:
   5.1. 50% of the Air Quality Monitoring Contribution;
   5.2. 50% of the Community Infrastructure Contribution; and
   5.3. 50% of the Solent Recreation Mitigation Partnership Contribution.

6. Not to Occupy more than 150 Dwellings on the Site until the payments referred to in Paragraph 5 of this Schedule have been paid to the Council.

Payments to the County Council

The Owner and the Developer covenant with the County Council:

7. Not to Commence Development or permit Commencement of Development of the Site unless and until the Sustainable Integrated Transport Contribution has been paid to the County Council.

8. Prior to Occupation of the Development to pay to the County Council
   8.1. 50% of the Education Contribution; and
   8.2. the Travel Plan Monitoring and Approval Fee.

9. Not to Occupy or permit Occupation of the 100th Dwelling to be Occupied until the remaining 50% of the Education Contribution has been paid to the County Council.

SCHEDULE FIVE

(Affordable Housing)

1. The Owner and the Developer hereby covenant with the Council that:

1.1. prior to Occupation of any Dwelling on the Site to provide the land for no less than 35% of the overall number of Dwellings constructed on the Site for Affordable Housing (and if the Development proceeds in phases to ensure that each phase has land provided for a minimum of 35% Affordable Housing Dwellings out of the total number of housing units constructed or to be constructed on the relevant phase).

1.2. the Affordable Housing Dwellings provided will be a representative mix of those being provided on the open market on the Site and such mix to be approved by the Council's Head of Housing Services. The mix will include 3% Wheelchair Standard Housing.

1.3. the Affordable Housing Dwellings must be developed to lifetime homes standards and in accordance with the current HCA Design and Quality Standards or such other equivalent standards that shall be in force at the date of the contract being entered into in addition to any specific requirements of the Affordable Housing Provider.

1.4. subject to Paragraph 1.8 of this Schedule the land that is to comprise the 35% Affordable Housing Dwellings shall be transferred to the Affordable Housing Provider:

1.4.1. for an estate in fee simple in possession;

1.4.2. with full title guarantee but subject to modifications as the Owner and or Developer reasonably requires;

1.4.3. subject to the matters specified in the Property and Charges Register of Title Number HP131283 (other than entries securing monies) and the terms of this agreement so far as the

same relate to and affect the land to be transferred but otherwise free from encumbrances;

1.4.4. with all main services (which shall include gas, electric, water, main drainage and telephone services) provided into the transferred land; and

1.4.5. with vehicular and pedestrian access and all necessary rights of way to the boundary of the transferred land;

together with and subject to such other rights covenants restrictions declarations agreements and other matters reasonably required by the Owner and or the Developer to be included in any transfer of the Affordable Housing Land and which are reasonably necessary having regard to the Development.

1.5. they shall use best endeavours to reach an agreement with an Affordable Housing Provider to transfer the Affordable Housing Land or the Affordable Housing Dwellings as the case may be based on the assumptions set out at paragraph 76 and 77 of the HCA Affordable Homes Programme 2015-2018 Prospectus.

1.6. in the event of an agreement not being reached with an Affordable Housing Provider pursuant to paragraph 1.5 the Owner or the Developer shall transfer the interest in the Site upon which the Affordable Housing Dwellings would have been constructed to a further Affordable Housing Provider as the Council nominates in writing within 28 days of a written request from the Owner or Developer requesting the Council to so nominate and in the event after a further period of three months of the Affordable Housing Land being made available no agreement has been reached with regard to construction costs of the Affordable Housing Dwellings the Owner or Developer shall be at liberty to transfer the interest in the Affordable Housing Land to any Affordable Housing Provider as the Owner or Developer shall determine at nil cost.

1.7. when constructed the Owner and or the Developer shall procure that the Affordable Housing Dwellings are constructed in clusters (such clusters not to exceed 10-15 units or such other numbers as is approved by the Council's Head of Housing Services) and to agree the location of each cluster with the Council prior to Commencement of Development the Council's agreement to the same not to be unreasonably withheld or delayed.

1.8. the Affordable Housing Dwellings constructed on the Affordable Housing Land will not be used for any purpose other than as Affordable Housing save that the obligations in this Schedule shall not apply to a mortgagee in possession or chargee (or to a receiver appointed thereby) of an Affordable Housing Provider to which the freehold or long leasehold of the Affordable Housing Land and/or Affordable Housing Dwellings has been transferred and the successors in title to such persons or on a sale to a tenant exercising their right to acquire or purchase under a statutory power and the successors in title to such persons or to a shared ownership or shared equity owner acquiring such percentage that will take their ownership to 100% of a Dwelling subject to a shared ownership or shared equity lease (or mortgagee in possession) or to the successors in title to such persons.

1.9. not to Occupy or permit Occupation of any of the private residential Dwellings constructed on the Site (being residential dwellings other than the Affordable Housing Dwellings) until such time as the Nominations Agreement where no such nomination rights currently exist, has been entered into by the Affordable Housing Provider with the Council and such Nominations Agreement shall be in the terms approved by the Council.

1.10. for every 10 Affordable Housing Dwellings constructed on the Site for which land is transferred to an Affordable Housing Provider up to 20 private residential Dwellings constructed on the Site may be Occupied.

1.11. the calculation in sub-paragraph 1.10 above shall be adjusted on a pro rata basis in the event of the transfer of Affordable Housing Dwellings other than in multiples of 10.

1.12. the Owner and or the Developer shall have the right to apply to the Council to seek the Council's approval to a different method of calculation from that set out in sub- paragraph 1.10 above and on receipt of any such application the Council shall not unreasonably withhold or delay its approval to the same.

1.13. if the Owner and or the Developer constructs more Dwellings on the Site for which planning permission is obtained under the Planning Permission then additional Affordable Housing Dwellings shall be provided on the basis of providing the required 35% out of the total number to be constructed and the above provisions of this Schedule shall so far as applicable apply to the Affordable Housing Dwellings (if any) provided pursuant to this paragraph.

SCHEDULE SIX

(On Site Open Space Land)

Part 1

1. The Owner and the Developer hereby covenant with the Council :

   1.1. Not to Commence Development unless and until the Owner and/or the Developer has submitted to the Council for approval the Approved Scheme.

   1.2. Prior to Occupation of the 50th Dwelling to be Occupied to lay out the On-Site Open Space Land in accordance with the Approved Scheme.

   1.3. On satisfactory completion of the laying out of the On-Site Open Space Land on Site in accordance with the Approved Scheme to the satisfaction of the Council the On-Site Open Space Land shall be maintained by the Owner and/or Developer or Management Entity to the satisfaction of the Council for a period of twelve months (such period to be extended if the Owner and/or the Developer has not remedied any defects properly identified by the Council) commencing on the date that completion of the layout is confirmed by the Council in writing during which time (or as soon as is reasonably practicable thereafter) defects properly identified by the Council shall be made good by the Owner and/or the Developer or the Management Entity.

   1.4. Not to Occupy or allow Occupation of the penultimate Dwelling on the Site until the Council has confirmed that the On-Site Open Space Land has been maintained to the satisfaction of the Council for a period of twelve months.

   1.5. On the expiry of the 12 months maintenance period the On-Site Open Space Land subject to a satisfactory final inspection, will be transferred to the Council on the following terms:

1.5.1. the transfer of such On-Site Open Space Land shall be in consideration of the sum of £1.00 and shall be subject to a covenant in favour of the Owner and/or the Developer not to use the On-Site Open Space Land otherwise than in accordance with the Open Spaces Act 1906 and a further covenant in favour of the Owner not to use the Allotment Land otherwise than in accordance with the Small Holdings and Allotments Act 1908 and Allotments Act 1925 and to put in place or cause to be put in place proper rules to regulate the community use of the said Allotment Land (as the case may be);

1.5.2. vacant possession shall be given on completion;

1.5.3. for an estate in fee simple in possession;

1.5.4. with full title guarantee;

1.5.5. subject only to the matters specified in the title HP131283 at 14:58:03 on 24.02.2015 (other than entries securing monies) and the terms of this Deed so far as the same relate to and affect the On-Site Open Space Land;

1.5.6. with all necessary rights of access and drainage;

1.5.7. with all such rights and reservations as are reasonably required to carry out and use the Development on the retained land.

1.6. In the event that the Council identifies any contamination prior to the Transfer Date (as defined in Part IIA of the Environmental Protection Act 1990) within the On-Site Open Space Land then the Council shall be entitled to delay taking title to the On-Site Open Space Land until such time as the Owner and/or Developer (as the case may be) has remedied the contamination to the reasonable satisfaction of the Council.

1.7. The Owner and/or Developer shall pay to the Council:

1.7.1. the On-Site Open Space Maintenance Contribution on completion of the transfer to the Council of the On-Site Open Space Land;

1.7.2. the Play Area Maintenance Contribution prior to Occupation of the 150th Dwelling to be Occupied.

1.8. The Owner and/or the Developer will be responsible for the Council's reasonable legal costs and disbursements incurred by the Council in connection with the transfer to the Council of the On-Site Open Space Land.

Part 2

The Owner and the Developer covenant to:

1. provide the Allotment Land to the Council in accordance with the provisions of Schedule Six;
2. erect a 2.1 high weld mesh fencing on the Allotment Land in accordance with the provisions of the Approved Scheme;
3. provide hedge planting and landscaping on the Allotment Land in accordance with the provisions of the Approved Scheme;
4. to provide lockable sheds to a standard to be agreed in writing by the Council;
5. to set out the Allotment Land in all respects in accordance with the Approved Scheme;
6. to provide facilities for the Allotment Land including access, footpaths, visitor parking for a minimum of 0.66 vehicles per allotment, plus water and drainage.

SCHEDULE SEVEN

(Highway Works)

The Owner and the Developer covenant with the County Council as follows:

1. not to Commence or permit Commencement of Development until the Highway Works Agreement has been entered into with the County Council for the Highway Works (Applicant) as per the approved Highway Works Specification.
2. the Owner and or Developer (as the case may be) shall at its own expense carry out and complete the Highway Works (Applicant) in a good and workmanlike manner in accordance with the Highway Works Agreement.
3. the Owner and or Developer (as the case may be) shall not Occupy or permit Occupation of any Dwelling on the Site unless and until the Highway Works (Applicant) have been completed to the satisfaction of the County Council to the Highway Works Certification Standard.

SCHEDULE EIGHT

(Employment and Skills Plan)

The Owner and the Developer covenant with the Council:

1 Not to Commence Development until the Employment and Skills Plan (which accords with the standards required by the National Skills Academy for Construction) has been submitted to and approved in writing by the Council ("the Approved Employment and Skills Plan").

2 On Commencement of the Development to implement the Approved Employment and Skills Plan and further to continue to implement the Approved Employment and Skills Plan and to procure that the same is implemented throughout the construction period for the Development provided that the Approved Employment and Skills Plan may at any time be varied with the prior written consent of the Council.

3 From Commencement of Development until the Occupation of the final Dwelling to be Occupied, to provide the Council at regular intervals or at least once in every six months with a report indicating how it has met the criteria set out in the Approved Employment and Skills Plan.

SCHEDULE NINE

(Public Art)

The Owner and the Developer covenant with the Council as follows:

1. prior to Commencement of Development the Owner or Developer shall nominate a representative for the Public Art Steering Group and shall inform the Public Art Officer of the contact details for the nominated representative.
2. the Owners and or the Developer (as the case may be) shall allow the Council and its contractors access to any part of the Site at any reasonable time for the purposes of design, management and /or installation of the Public Art provided that the Council and its contractors have provided the Owner and the Developer with not less than two (2) Working Days' notice.

SCHEDULE TEN

(Travel Plan)

1. The Owner and Developer hereby covenant with the County Council:

1.1 Not to Commence Development until they have submitted and had agreed and approved in writing by the County Council a Travel Plan;

1.2 Not to Occupy or permit Occupation of the Site until the implementation of any requirements of the Travel Plan in accordance with the programme of implementation set out in the Travel Plan;

1.3 Not to Occupy or permit Occupation of the Site until they have appointed and funded a suitably qualified Travel Plan Co-Ordinator with the responsibilities and duties set out in the Travel Plan and to ensure that the County Council is notified of the identity of the Travel Plan Co-Ordinator immediately following their nomination and that any changes in their nomination or responsibilities are notified to the County Council immediately and the Travel Plan Coordinator shall be retained for a continuous period of whichever is the later in time of:

1.3.1 5 years from completion of the entire construction of the Development; or

1.3.2 5 years from first Occupation

1.4 To submit to the County Council the Travel Plan Report on the anniversary of the of the appointment of the Travel Plan Co-Ordinator for the duration of the Travel Plan which shall be a period of five years from the later date of the completion of the entire construction of the Development or five years from first Occupation of the Development;

1.5 Not to Occupy or permit Occupation of the Site until they have provided to the County Council either the Travel Plan Bond or the Travel Plan Security Deposit;

1.6 Where in the opinion of the County Council acting reasonably the Owner and or Developer fails at any time to deliver or comply with any or all of the measures/targets contained within the Travel Plan or becomes bankrupt or

goes into liquidation or enters administrative receivership the County Council may call upon the Travel Plan Bond or the Travel Plan Security Deposit so as to pay any sum as may be certified by the County Council to be required up to the value of the Travel Plan Bond or the Travel Plan Security Deposit in order to remedy the Owner and or Developer's failure to achieve and implement the agreed measures/targets contained in the Travel Plan, or to pay any sum required in respect of such alternative measures as the County Council in its absolute discretion determines will achieve the overall aims of the Travel Plan;

1.7 The County Council covenants with the Owner upon the conclusion of the Travel Plan (which shall be a period of five years from the later date of the completion of the entire Development or five years from first Occupation of the Development) to release the Travel Plan Bond or the Travel Plan Security Deposit or (if the County Council has realised part of the Travel Plan Bond or used part of the Travel Plan Security Deposit in accordance with clause 1.6) such figure remaining.

SCHEDULE ELEVEN

(Council's Obligations)

1. The Council covenants with the Owner and the Developer:

1.1. Subject to the Owner or Developer in each case paying the Council's fee of £172 to on the reasonable written request of the Owner and or the Developer at any reasonable time or times after any of the planning obligations under this Deed have been fulfilled, issue written confirmation thereof and/or at any reasonable time after all of the planning obligations under this Deed have been fulfilled or at any reasonable time after this Deed ceases to have effect, issue written confirmation thereof and thereafter cancel all relevant entries in the Register of Local Land Charges.

1.2. Upon receipt of the respective Council's Contribution Payments the Council shall deposit the funds in an interest bearing account at a clearing bank with a principal office in the United Kingdom and all interest (less tax if payable) shall be credited to that account.

1.3. To apply the respective Council's Contribution Payments and any associated interest towards the purpose for which they have been paid the need for which directly arises from the Development and not for any other purpose

1.4. In the event that the respective Council's Contribution Payments or any part or parts thereof are not expended within five years of the date of payment to repay the remaining unspent element of the respective Council's Contribution Payments together with any accrued interest on that unspent amount to whichever of the Owner or Developer or their successors in title paid the respective Council's Contribution Payments.

1.5. not to unreasonably withhold or delay approval to the Approved Scheme submitted in accordance with paragraph 1.1 of SCHEDULE SIX to this Deed and in the event that the Council makes no response to the Owner and or the Developer within the period of eight (8) weeks from the date that the Approved

Scheme is submitted to the Council for approval the Approved Scheme shall be deemed to be approved by the Council.

1.6. Within three (3) months of Commencement of Development the Council shall establish a Public Art Steering Group to oversee the implementation of the Public Art.

1.7. Within three (3) months of the establishment of the Public Art Steering Group the Public Art Officer shall prepare and agree the Public Art Statement with the Public Art Steering Group.

1.8. The Council shall procure that the Public Art Steering Group complete the Public Art in accordance with the Public Art Statement.

SCHEDULE TWELVE

(County Council's Obligations)

1. The County Council covenants with the Owner and the Developer:

   1.1. To on the reasonable written request of the Owner and or the Developer at any reasonable time or times after any of the planning obligations under this Deed have been fulfilled, issue written confirmation thereof.

   1.2. Upon receipt of the respective County Council Contribution Payments the County Council shall deposit the funds in an interest bearing account at a clearing bank with a principal office in the United Kingdom and all interest (less tax if payable) shall be credited to that account.

   1.3. To apply the respective County Council Contribution Payments and any associated interest towards the purpose for which they have been paid the need for which directly arises from the Development and not for any other purpose.

   1.4. In the event that the respective County Council Contribution Payments or any part or parts thereof are not expended within ten years of the date of payment to repay the remaining unspent element of the respective County Council Contribution Payments together with any accrued interest on that unspent amount to whichever of the Owner or Developer or their successors in title paid the respective County Council Contribution Payments.

   1.5. not to unreasonably withhold or delay approval to the draft Travel Plan submitted in accordance with paragraph of SCHEDULE TEN to this Deed.

SCHEDULE THIRTEEN

(draft Travel Plan)

IMA TRANSPORT PLANNING

PROPOSED RESIDENTIAL DEVELOPMENT, LAND AT GRANGE ROAD, BUTLOCKS HEATH, NETLEY, BOROUGH OF EASTLEIGH

Residential Travel Plan

(Third Draft)

August 2015

IMA-13-106

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1.1 Introduction

1.1.1 This Travel Plan has been produced on behalf of Sheet Anchor Properties Ltd and relates to the residential development on land at Grange Road, Butlocks Heath, Netley in the borough of Eastleigh, Hampshire.

1.1.2 Eastleigh Borough Council made it an obligation of the outline planning consent on the site that a Travel Plan will be implemented in association with the proposed development. The relevant condition was worded as follows:

[text of condition referring to Travel Plan to be included]

1.1.3 This Travel Plan draws on technical information presented in a Transport Assessment, prepared by IMA Transport Planning to support the outline planning application. It has been produced in consultation with the local planning authority and local highway authority, incorporating their comments.

1.1.4 The requirement to produce Travel Plans in association with development has arisen from national planning policy issued by the government, which is then interpreted by local authorities in policies contained in their Development Plans.

1.1.5 The purpose of a Travel Plan is primarily to promote a reduction in the number of journeys and distance travelled by car, in accordance with government and local authority planning policy. Travel Plans are intended to inform individuals on the availability of opportunities to travel by means other than the car, and also to identify and address barriers that discourage travel by non-car modes.

1.2 Overview of a Travel Plan

1.2.1 The Department for Transport (DfT) defines a Travel Plan as follows:

> *A travel plan is a general term for a package of measures tailored to needs of individual sites and aimed at promoting greener, cleaner travel choices and reducing reliance on the car. It involves the development of a set of mechanisms, initiatives and targets that together can enable your organisation to reduce the impact of travel and transport on the environment, whilst also bringing a number of other benefits to your organisation as an employer and to staff.*
>
> *A travel plan is a dynamic process that will grow and develop with time and in accordance with the changing circumstances of your organisation and the environment in which it works. It is not a one-off event to be undertaken and completed, nor is it a document to be produced and put on a shelf. It is the start of a new and better way of living and working, a process of evolution, not revolution.*
>
> *Development of a travel plan for your organisation will help you to encourage staff, and others visiting your site(s), to use more environmentally-friendly alternatives than driving alone, at least for some of their journeys. It should contain a mix of incentives and disincentives to be successful e.g. car-sharing, promoting more use of public transport, encouraging walking and cycling, restricting on-site car parking spaces and supporting alternative work practices which reduce the need to travel.*

1.2.2 A successful Travel Plan will influence travel behaviour and achieve a shift towards sustainable transport, and needs to be tailored to suit the site characteristics. As a result, every Travel Plan is unique, although there are certain elements that are common to all Travel Plans, such as:

- Background information on the site location, numbers of people and travel options etc
- Objectives, to identify what the Travel Plan is to achieve
- Scope, to identify the elements of travel that are to be addressed
- Appraisal of existing travel patterns and options for travel
- Actions, by which the stated objectives will be achieved
- Marketing, to communicate the Travel Plan to its intended participants
- Targets, to assist in achieving the objectives
- Monitoring, to determine the effectiveness of the Travel Plan
- Dissemination, to inform participants what the plan is achieving

1.2.3 This Travel Plan covers all of the above areas, and is structured in accordance with the latest guidance from the DfT, Good Practice Guidelines: Delivering Travel Plans through the Planning Process (April 2009). Guidance from Hampshire County Council for travel planning and the DfT Making Residential Travel Plans Work have also been taken into consideration.

2 Site Audit

2.1 Introduction

2.1.1 This section describes the residential development, including the car and cycle parking provision, before examining the ease of access by the main modes of transport. The location of the site and the surrounding highway network is shown in Plan TP-1.

2.2 The Development

2.2.1 [THIS SECTION IS TO BE REVISED AS DETAILS OF THE DEVELOPMENT COME FORWARD WITH RESERVED MATTERS APPLICATIONS, INCLUDING HOUSE SIZE, TYPES AND TENURES]

2.2.2 The planning application is in outline for up to 250 dwellings, with all matters other than access reserved. An illustrative layout has been produced, included proposed layout is shown in the architect's plan included as Appendix TP-1.

2.2.3 A single point of vehicular access is proposed onto Woolston Road on the southern edge of the site. Pedestrians and cyclists would also be able to access the site at 3 additional points.

2.2.4 The existing access points to the Public Right of Way that runs across the site would be available to cyclists as well as pedestrians, and a new pedestrian/cycle access would be created onto Woolston Road, between its junctions with Ingleside and Grange Road.

2.2.5 It is proposed that local footway links would be improved to allow residents to access facilities on foot, described under the Travel Plan measures in section 6.

2.2.6 The provision of parking for cars and bicycles would be in accordance with the standards set out in the Residential Parking SPD produced by Eastleigh Borough Council (see section 2.2 of this report).

2.3 Travel on Foot

2.3.1 The site is currently in agricultural use and existing pedestrian facilities around its edges reflect that. Pedestrian links would be provided within the site in association with residential development, including provision for the existing public right of way across the site.

2.3.2 Similarly, the pedestrian links from the site reflect the lack of pedestrian demand from agricultural use. Lengths of road in the vicinity of the site without footways are flagged in Plan TP-2.

2.3.3 Five roads radiate from the south western corner of the site, but only two have pedestrian facilities. The area where these five roads meet is bounded by grass verge, but no footways are present.

2.3.4 Grange Road heads north east from the site to the A3025 as a 2-lane carriageway without footways. It also heads south west towards Netley Abbey, with a section of almost 300m from north of the railway to the Mill House public house that is currently without footways, although planning consent O/13/72895 at Abbey Fruit Farm proposes to address that, and will also provide an additional footbridge over the railway.

2.3.5 Woolston Road heads north-west to Newtown and Woolston as a 2-lane carriageway, without footways. It also heads south east from the site through a residential area, with two pubs and a parish hall. A short length of this road, between the site and the first public house, the Roll Call, has no footway, but the developer would address that by constructing a footway within highway verge.

2.3.6 The main route to the centre of Netley, Ingleside, is provided with footways. There are footpath links to the south west of Ingleside that lead to an existing footbridge over the railway line, providing a link to the junior and infant school.

2.3.7 In summary, the existing pedestrian infrastructure reflects the lack of demand from the current agricultural use. However, with relatively short lengths of footway construction in highway verge, good links would be provided to the south eastern part of Woolston Road, to Ingleside and to the bus stops on Grange Road.

2.4 Travel by Bicycle

2.4.1 The site lies just 6 minutes, via Grange Road, from National Cycle Route 2, a long distance route that provides a mostly traffic free link to Southampton City Centre with a journey time of around 30 minutes.

2.4.2 A more direct on-road route along Newtown and Portsmouth Road allows Southampton City Centre to be accessed in 20 minutes from the site by bicycle.

2.4.3 Another designated traffic free route lies along Hound Way, Broad Way and Hamble Lane providing a cycle connection with the village of Hamble-Le-Rice.

2.4.4 The site therefore has very good cycle infrastructure links, as illustrated in the local cycle map shown in Appendix TP-2. There is a wide range facilities and employment within reach by bicycle, as set out in the Transport Assessment.

2.5 Travel by Bus

2.5.1 There are two sets of bus stops near the site used by a range of bus services. The two most frequent are routes 6 & 15, summarised in Table TP-1, which loop around Netley to link the site to the local centre as well as Southampton city centre and retail facilities at Windover and Hedge End. Other services provide links to education and shopping facilities and there is a night bus link from Southampton on Saturdays.

2.5.2 Pedestrian access to the stops would be improved by the construction of footways from the site, which is quite feasible as the land required is highway.

2.5.3 The routes of services 6 & 15 are shown in Plan TP-3. Both run in a loop around Netley, providing 3 buses an hour to the local centre, railway station and other facilities in the village.

2.5.4 Service 6 runs to Southampton city centre with a journey time of about 25 minutes. Buses run from early morning to late at night (first departure 06:01, last arrival 22:51), so it is entirely feasible to commute to the city centre by bus.

2.5.5 Service 6 also provides a convenient link to major employment sites at Hamble-le-Rice, which are less than 15 minutes from the site by bus.

2.5.6 Daily bus tickets (£5.70) are comparable in cost to long-stay parking charges in the city centre (£5.00 to £8.00), but bus prices reduce significantly if season tickets are used, making bus travel much cheaper than taking a car into the city.

Service	Route	Daytime Frequency (Either Direction)		
		Weekday	Saturday	Sunday
6	Hamble - Netley - Woolston - Southampton City Centre	Half-Hourly	Half Hourly	Half Hourly
15	Hamble - Hound - Netley - Windhover Tesco - Hedge End	8 per day	6 per day	-
6A	Hamble - Netley - St Annes School	School Bus	-	-
543	Pilands Estate - Netley Schools	School Bus	-	-
616	Sholing - Netley - Hamble College	School Bus	-	-
H	Hamble - Netley - Barton Peverill College - Eastleigh	School Bus	-	-
W56	Hamble - Netley - Tesco Windover - Hedge End - Eastleigh	10 on Thursdays	-	-
N6	Southampton - Netley - Hamble	-	Hourly 00:55-03:55	-

Table TP-1: Bus Services at Site

2.6 Travel by Rail

2.6.1 The two main buses also provide a convenient link to the railway station in Netley, which is 5 minutes from the site by bus or bicycle, about 14 minutes on foot.

2.6.2 The station is served by trains running hourly between Portsmouth Harbour and Southampton Central, with half-hourly services in the peaks. The journey to Southampton varies from 14 to 20 minutes, so the overall trip is quicker by bus. The station does however allow journeys further afield without a car.

2.6.3 The station has free parking, so it would also be possible to drive there from the site and then undertake the majority of a journey by train.

2.7 Unrestrained Travel Demand

2.7.1 The Transport Assessment in support of the proposed residential development provided a prediction of unrestrained travel demand that could be associated with the scheme. The prediction of unrestrained commuting travel by residents in the weekday peak hours was:

As the Driver of a Car:	69%
By Public Transport:	9%
As a Passenger in a Car:	5%
On Foot:	8%
By Bicycle:	3%

2.7.2 The above figures serve as an indicator against which the results of the first Travel Survey can be compared, to judge performance against other residential developments.

3 Outcome Objectives

3.1 Introduction

3.1.1 This section sets out what the Travel Plan seeks to achieve, including the types of travel expected to be influenced.

3.2 Travel Plan Objectives

3.2.1 This Travel Plan will seek to encourage sustainable travel by all residents of the development. A development of 250 houses might take about 5 years to build out fully, so it is proposed that the Travel Plan will run from initial occupation until 3 years after completion of the development, up to a maximum of 10 years.

3.2.2 Residents will be encouraged to take on the operation of the Travel Plan after that period, but there will be no obligation on the developer to do so.

3.2.3 The objectives of the Travel Plan are to:

- Promote sustainable transport choices for all residents;
- Promote accessibility by walking, cycling and passenger transport; and
- Reduce the need to travel by car.

3.2.4 These objectives accord with those of the Government and the local highway authority. By meeting these objectives, the Travel Plan will:

- Reduce impact of traffic in the vicinity of the development;
- Reduce air and noise pollution in the local area; and
- Assist in ensuring that local bus services are commercially viable and hence sustainable.

4 Targets

4.1 Introduction

4.1.1 This section of the Travel Plan sets out the targets for the reduction in car journeys associated with the development. At the request of the LHA, targets are proposed for Year 1, Year 3 & Year 5.

4.1.2 Out of necessity, interim targets are set at present. They will be reviewed following the Travel Surveys, described in section 7 of the Travel Plan, so that they properly reflect actual Travel Choices at the site.

4.2 Year 1 Target

4.2.1 The site is likely to be built out at about 30-40 dwellings per annum, so by the end of Year 1 there will be a relatively small number of occupants. Setting a percentage target to reduce single-occupant car use is therefore not appropriate.

4.2.2 The following action-based targets are proposed instead:

Year 1 Targets: **To provide all households with a Welcome Pack explaining the Travel Plan & including complimentary bus tickets.**

To have a discount arrangement in place with a local bicycle supplier.

To issue the first Travel Survey to residents, with an appropriate incentive, to be agreed, to encourage a reasonable response rate.

4.2.3 The above targets will ensure that the initial occupants are aware of the Travel Plan and will gather information that will allow the Travel Plan to evolve to meet the needs of residents and local travel issues.

4.3 Year 3 Target

4.3.1 By Year 3, it is likely that there might be some 90-120 completions on site, so there should be a reasonable number of occupants. The actual targets for Year 3 will be reviewed following the Travel Survey at the end of Year 1, but the following interim targets are suggested.

Year 3 Targets: **To ensure single-occupant commuting is less than the 64% recorded in the 2011 census.**

To have a car club vehicle on the site.

To have a Bicycle User Group running.

To issue the second Travel Survey to residents, with an appropriate incentive, to be agreed.

4.3.2 Following the Year 1 Travel Survey data on the use of individual travel modes will be available. It is suggested that the Year 3 and Year 5 targets are reviewed in light of that data to set additional targets for individual transport modes, where it is evident that transfer to more sustainable means might be achieved.

4.4 Year 5 Target

4.4.1 The Year 5 target will be reviewed following Travel Surveys in Year 1 and Year 3. At this early stage, an interim target is proposed, based on census data for the immediate area. The review will include targets for individual modes where appropriate and achievable, based on the Travel Surveys.

4.4.2 Table 11 in section 4.6 of the Transport Assessment for the development has data for census area Eastleigh 014B, considered representative of the site in terms of location.

4.4.3 The table shows that of 769 people employed in the area considered, 69% travel to work as the driver of a car and 5% travel as a passenger in a car. Therefore 74% of people commute by car.

4.4.4 Of the 69% commuting as drivers, 5% have passengers, so 64% are travelling as sole occupants. The figure may be marginally higher if drivers are sharing their car with more than one passenger, but the 64% figure is considered a reasonable starting point for an interim target for Year 5.

Year 5 Target: **A reduction of 10% in single-occupant journeys by car over a period of 5 years from initial occupation.**

4.4.5 The interim target will need to be reviewed when the development is operating, as the baseline position for travel by car will be checked by Travel Surveys at Year 1 and Year 3, as requested by the LHA.

4.4.6 Transferring trips as the sole occupant of a car to any other mode, including car sharing, will reduce daily traffic and contribute towards achieving the target.

5 Management Strategy

5.1 Introduction

5.1.1 This section sets out the strategy for implementation of the Travel Plan and its long-term sustainability.

5.2 Responsibility for Implementation

5.2.1 The Travel Plan Coordinator will be responsible for the running of the Travel Plan, including its administration and all liaison with interested parties. The role is likely to be undertaken by a management company, funded by a service charge.

5.3 Travel Plan Coordinator

5.3.1 The management company responsible for the development will appoint a member of staff to undertake the role of Travel Plan Coordinator, with contact details as follows:

Contact:	[TBC]
Address:	[TBC]
Telephone:	[TBC]
Email:	[TBC]

5.3.2 The above contact details will be provided to Hampshire County Council as Local Highway Authority (LHA), and will also be provided to all residents as part of a Travel Information Pack.

5.4 Role and Responsibilities

5.4.1 The role and responsibilities of the Travel Plan Coordinator include:

- Promoting awareness of the Travel Plan among residents.
- Overseeing the implementation of Travel Plan measures.
- Liaising with residents in implementing the Travel Plan.
- Liaising with the council in implementing the Travel Plan.
- Liaising with other interested parties (e.g. local bus operators).
- Promoting local and national sustainable transport events.
- Monitoring the progress towards targets and preparation of review reports.

5.5 Others Involved in the Travel Plan

5.5.1 The Travel Plan Coordinator will work with the following individuals and organisations to maximise the effectiveness of the Travel Plan:

Organisation:	**Hampshire County Council**
Contact:	[TBC]
Address:	[TBC]
Telephone:	[TBC]
Email:	[TBC]
Role:	To assist in developing the Travel Plan throughout its life, and to ensure that monitoring and review of the Travel Plan are undertaken as agreed, and in the event that targets are not met, to ensure that the agreed actions are taken.

Organisation:	**Main Bus Operators**
Contact:	[TBC]
Address:	[TBC]
Telephone:	[TBC]
Email:	[TBC]
Role:	To provide the lead voice for bus travel in the area, and to work with the Travel Plan Coordinator to maximise opportunities for public transport use at the site.

5.5.2 Other organisations will be added to this list as the Travel Plan evolves.

6 Measures

6.1 Introduction

6.1.1 This section sets out a range of suggested measures to achieve the objectives, many of which are drawn from advice from Hampshire County Council, others relate to the specific needs of the site.

6.1.2 The appropriateness of any Travel Plan measures will need to be considered in the context of the accessibility of the development, the levels of traffic likely to be generated and funding secured for infrastructure improvements.

6.1.3 It has been established that with improvements to footway links, the site benefits from a good level of accessibility in respect of its distance to a high frequency bus service and facilities including education, employment, healthcare, convenience and comparison shopping, leisure and community uses.

6.2 Measures

6.2.1 The key measure of the Travel Plan is to provide new residents with a 'welcome' Travel Information Pack. By providing residents with information on how they can travel in sustainable manner, the Travel Plan will encourage good travel habits from the outset.

6.2.2 Below are a series of measures which will be undertaken to achieve the aims of the Travel Plan:

(i) Provision of footway links to bus stops.

(ii) Provision of continuous footway to the south on Woolston Road.

(iii) A refuge to assist pedestrians crossing on Woolston Road, between the junctions with Ingleside and Grange Road.

(iv) Improved waiting facilities at bus stops on Woolston Road.

(v) Provision of secure cycle parking on the site.

(vi) Provision of charging points for electric cars.

(vii) A Travel Information Pack introducing residents to the Travel Plan, with information on walking and cycle routes and travel by bus and train. Contact details for the Travel Plan Co-ordinator will be included.

(viii) The provision of trial bus tickets as an incentive to return survey forms and liaison with main public transport operators.

(ix) Investigation of the potential to extend the City Car Club to the site.

(x) Promotion of car sharing through www.hantscarshare.com and www.liftshare.com.

(xi) Setting up a Bicycle User Group.

(xii) Negotiation with a local bicycle supplier to provide discounts and vouchers as an incentive to return survey forms.

(xiii) A transport page on the management company's website with links to local bus operator sites and car share sites.

6.2.3 The following additional measures have been specifically requested by the LHA, some of which will need to be expanded when details of the development come forward with reserved matters planning applications:

(xiv) Promotion of the Travel Plan by sales staff, with Travel Plan information available for them to refer prospective buyers to in the sales office.

(xv) Details of walking and cycle routes within the site, when available.

(xvi) Details of cycle parking for all dwellings, either through provision of garages, specialised storage within gardens or secure and covered communal stores.

(xvii) Details of car parking and arrangements for visitors.

(xviii) Incentives to reduce car use such as discounts for public transport tickets or cycling equipment, to be included in Travel Information Packs.

(xix) Minimising the need to travel through provision of broadband connections to enable homeworking.

(xx) Arranging promotional events such as cycle training days and cycle maintenance workshops, where demand can be established.

(xxi) Promotion of the availability of a personal travel planning service by the Travel Plan Co-ordinator for all residents at the site, with links to a journey planning website such as www.traveline.info/

6.2.4 Funding for the above measures and the operation, monitoring and review of the Travel Plan will be provided from a contribution to transport measures, to be calculated in accordance with Eastleigh Borough Council's Planning Obligations Supplementary Planning Document.

7 Monitoring, Review & Remedial Measures

7.1 Introduction

7.1.1 This section sets out a systematic approach to monitoring and review of the Travel Plan, including the proposed methodology, responsibilities and timing.

7.2 Monitoring

7.2.1 Construction traffic is likely to exceed residential traffic in the early stages of the development and will continue to inflate traffic flows throughout construction. The means of monitoring therefore needs to take account of that.

7.2.2 It is suggested that traffic counts should be undertaken at the end of Years 1, 3 and 5 after initial occupation. Construction traffic will certainly be present during the first two surveys, and possibly the third too.

7.2.3 Depending on how the site is built out, it may be possible to use an Automatic Traffic Counter, if it can be placed away from most construction traffic. If that is not feasible, a video survey may be required.

7.2.4 The Travel Plan Coordinator will need to decide on the most effective way of avoiding distortion from construction traffic in advance of each survey, in consultation with the LHA.

7.2.5 The traffic survey will be supplemented by a Resident's Travel Survey, also in Years 1, 3 and 5 after initial occupation. The form of the survey is to be agreed, but in the absence of a standard questionnaire from Hampshire County Council, it is suggested that it should be based on a standard survey used by Somerset County Council, included as an example in Appendix TP-3.

7.2.6 To attract a reasonable response rate, residents will be offered an incentive to complete and return the questionnaire. The form of the incentive is to be agreed with the LHA closer to the time, but it is suggested that residents would be offered a choice between vouchers that might encourage sustainable travel.

7.2.7 Options might include a Southampton Plus bus ticket for a week of travel on First buses (face value £19 at the time of writing), or say a £20 voucher for use in a local cycle shop or towards a local Car Club scheme. Offering a choice should encourage residents to engage with the Travel Plan by allowing them to select the incentive that they are most likely to use.

7.3 Review Report

7.3.1 Following the surveys at the end of Years 1, 3 and 5 after commencement of construction, the Travel Plan Coordinator will compile a summary report outlining the results of the monitoring.

7.3.2 The Review Report will also detail any matters arising from the day to day operation of the Travel Plan, including comments from residents, changes in public transport provision and any other issues relating to sustainable travel such as participation in local or national initiatives.

7.3.3 The report will be filed for record, and copies shall be forwarded to the LHA. The report will consider how the development is performing against the Travel Plan target.

7.3.4 The Travel Plan Coordinator will update the Travel Plan to reflect the findings of each Review Report.

7.3.5 The Review Reports will be followed by a Review Meeting, which may involve the TPC, representatives of the LPA, LHA, public transport operators and community representatives.

7.4 Delivery & Enforcement

7.4.1 The measures that are to be delivered by the Travel Plan have been costed as described below. Some are broad estimates, out of necessity at this outline planning application stage. The estimates are explained in Technical Note 3.

Item	Amount
Production of Travel Information Pack (Inc design, printing, distribution)	£10,000
Provision of new Footways & Dropped Kerbs etc	£240,000
Proposed refuge on Woolston Road (inc renewed anti-skid surface)	£25,000
Improvements to Bus Stops (inc shelters & boarders)	£15,000
Gateway/Speed Limit Extension (inc £7K TRO allowance)	£25,000
Cycleway improvements at Woolston Road & Ingleside	£20,000
Secure Cycle Parking on Site	£15,000
Electric car charging points on site (4 @ £3K)	£12,000
Incentives for Travel Plan Questionnaire	£10,000
Travel Plan Coordinator funding (£2K/yr in Yr 1 & 2, £4K/yr in Yrs 3-5)	£16,000
Budget for promotional events (Cycle training/maintenance etc)	£10,000
HCC Travel Plan Approval Fee	£1,500
HCC Travel Plan Monitoring Fees (5 years at £3K)	£15,000
TOTAL:	£414,500

Table TP-2: Agreed Travel Plan Costs and Section 278 Works

7.4.2 The timing of the measures is set out in the Action Plan in the following section.

8 Action Plan

8.1 Introduction

8.1.1 This section sets out the programme for implementation of the measures proposed in the Travel Plan and the roles and responsibilities of the various parties involved.

Action	Date/Trigger	Owner
Submit Draft Travel Plan to LHA for approval	Planning Application	IMA
LHA to feedback comments	Planning Application	LHA
Deliver footway improvements	Before 1st Occupation	Dev
Deliver improved bus stop waiting facilities	Before 1st Occupation	Dev
Deliver secure cycle parking on site	Before 1st Occupation	Dev
Deliver electric car charging points on site	Before 1st Occupation	Dev
Appoint Travel Plan Co-ordinator (TPC) & inform LHA	Before 1st Occupation	Dev
Inform LHA of date of commencement of development	Within 10 days of commencement	TPC
Agree content & format of Travel Information Pack with LHA, including trial bus tickets if appropriate	Prior to 1st Occupation	TPC
Provide residents with Travel Information Pack	On Occupation	Dev/TPC
Inform LHA of date of first occupation of development	Within 10 days of 1st occupation	TPC
Inform LHA of date of completion of development	Within 10 days of completion	TPC
Inform LHA of any change in TPC details	Ongoing	TPC/Dev
Explore scope for City Car Club on-site presence	On 100th occupation	TPC
Set up Bicycle User Group & explore local supplier discounts	On 100th occupation	TPC
Agree form of traffic survey with LHA & commission	Years 1, 3 & 5	TPC
Issue Residents Travel Survey	Years 1, 3 & 5	TPC
Complete Review Report & submit to LHA	Within 2 months of Residents Travel Survey	TPC
Issue all residents with a summary of the Review Report.	Within 2 months of Residents Travel Survey	TPC
Arrange and attend review meetings with LHA	Within 2 months of issuing Review Report	TPC

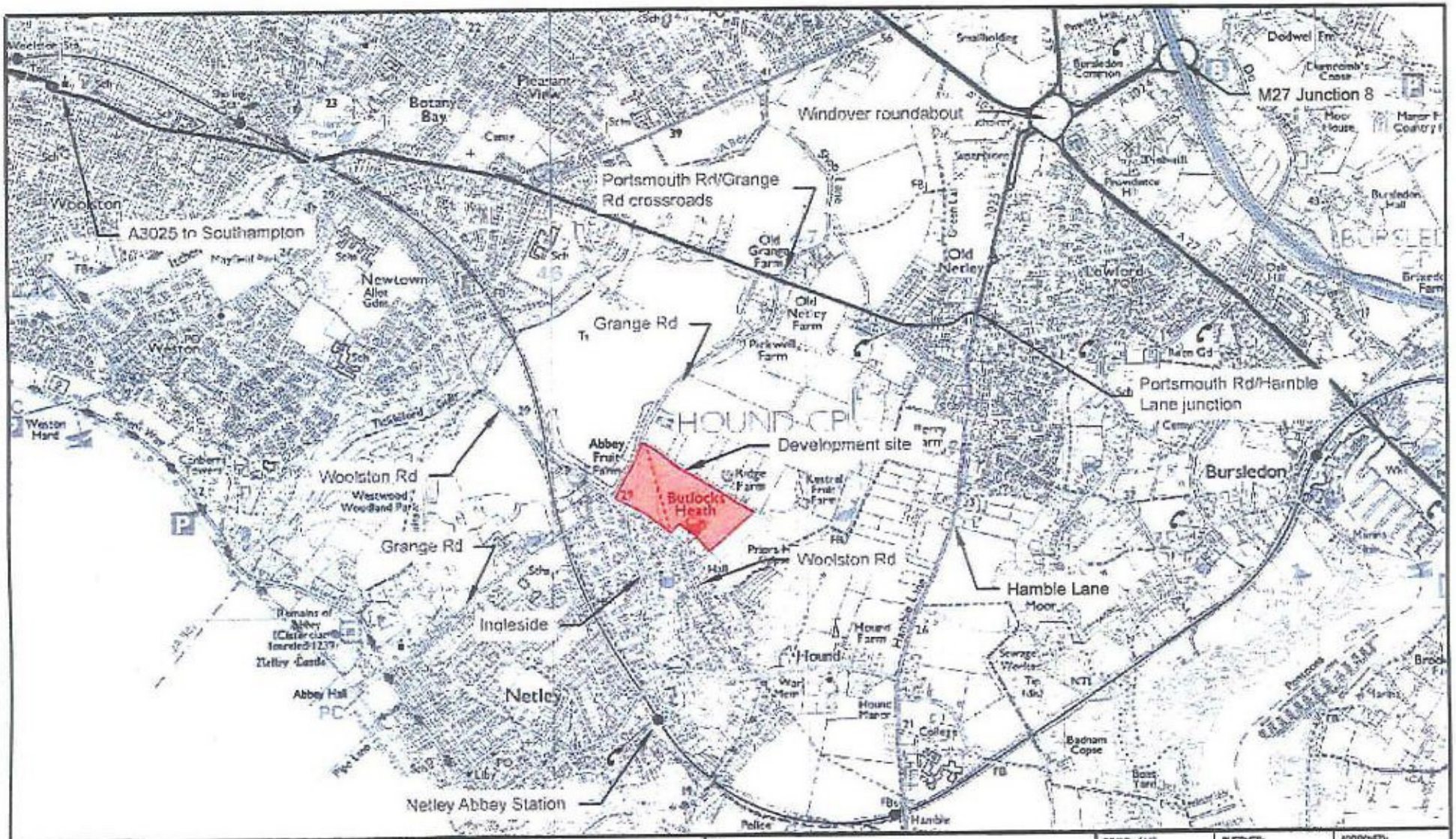
IMA = IMA Transport Planning

Dev = Developer

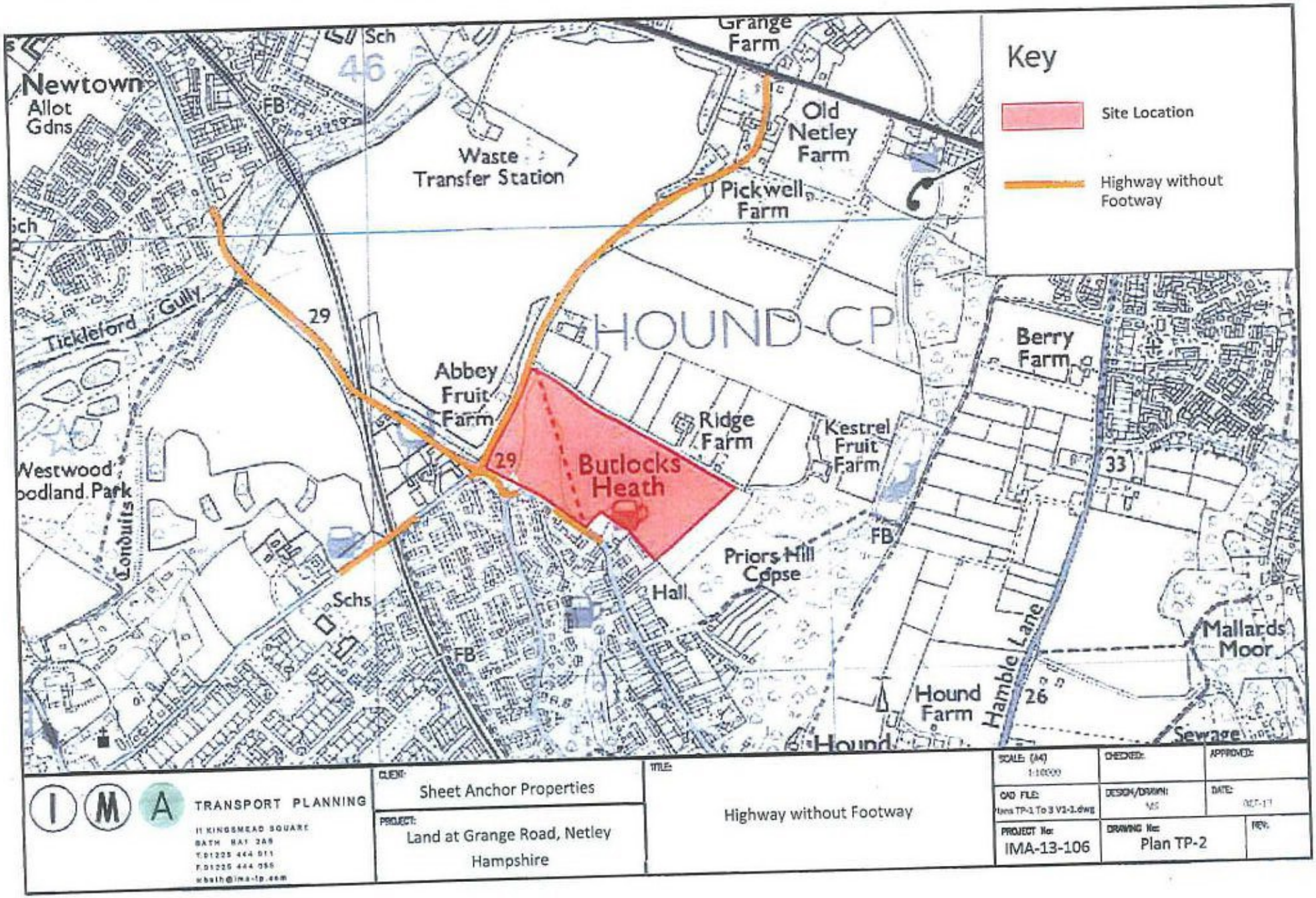
TPC = Travel Plan Coordinator

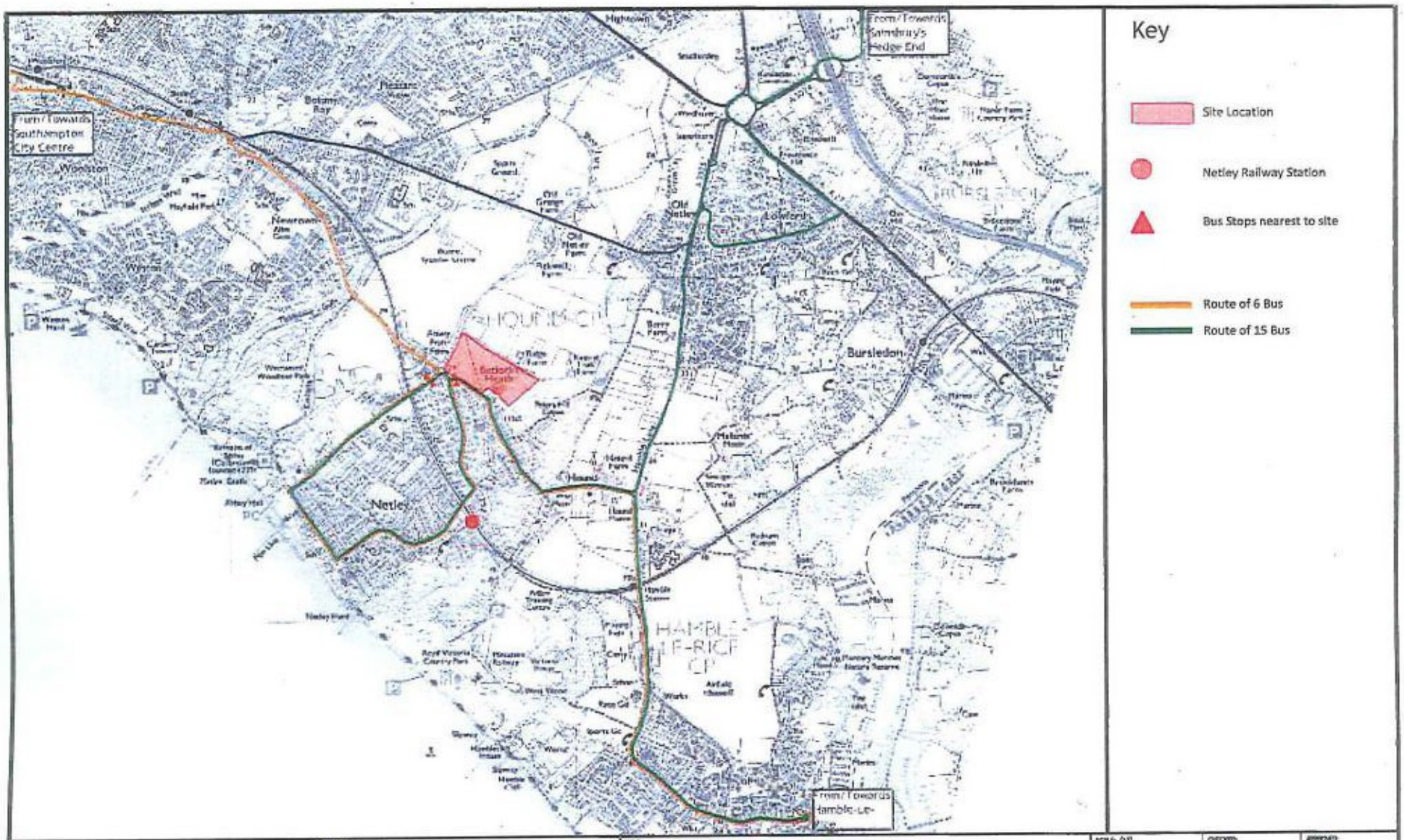
IMA TRANSPORT PLANNING

Plans TP-1 to 3



IMA TRANSPORT PLANNING 11 KINGSMEAD SQUARE BATH BA1 2AB T:01225 444 811 F:01225 444 855 e:bath@ima-tp.com	CLIENT: Sheet Anchor Properties PROJECT: Land at Grange Road, Netley Hampshire	TITLE: Site Location & Transport Infrastructure	SCALE: (A4) 1:10000 CAD FILE: Plans TP-1 To 3 V1-1.dwg PROJECT No: IMA-13-106	CHECKED: DESIGN/DRAWN: MS DRAWING No: Plan TP-1	APPROVED: DATE: Mar 14 REV:


Key
Site Location
Highway without Footway
Newtown
Allot Gdns
Sch
46
FB
Waste Transfer Station
Grange Farm
Old Netley Farm
Pickwell Farm
HOUND CP
Tickleford Gully
29
Abbey Fruit Farm
Butlocks Heath
Ridge Farm
Kestrel Fruit Farm
Berry Farm
33
Westwood
Londuits
Schs
Hall
Priors Hill Copse
FB
Hamble Lane
Mallards Moor
Hound Farm
26
Sewage
TRANSPORT PLANNING
11 KINGSMEAD SQUARE
BATH BA1 2AB
T.01225 444 011
F.01225 444 055
mbath@ima-tp.com
CLIENT: Sheet Anchor Properties
PROJECT: Land at Grange Road, Netley Hampshire
TITLE: Highway without Footway
SCALE: (A4) 1:10000
CHECKED:
APPROVED:
CAD FILE: Plans TP-1 To 3 V1-1.dwg
DESIGN/DRAWN: MS
DATE: OCT-17
PROJECT No: IMA-13-106
DRAWING No: Plan TP-2
REV:



IMA TRANSPORT PLANNING

CLIENT: Sheet Archor Properties

PROJECT: Grange Road, Netley, Hampshire

TITLE: Bus Route Map

SCALE: (A3) 1:20000	CHECKED:	APPROVED:
CAD FILE: Plans TP-1 To 3 V1-1.dwg	DESIGN/DRAWN: MS	DATE: OCT-13
PROJECT No: IMA-13-106	DRAWING No: Plan TP-3	REV

IMA TRANSPORT PLANNING

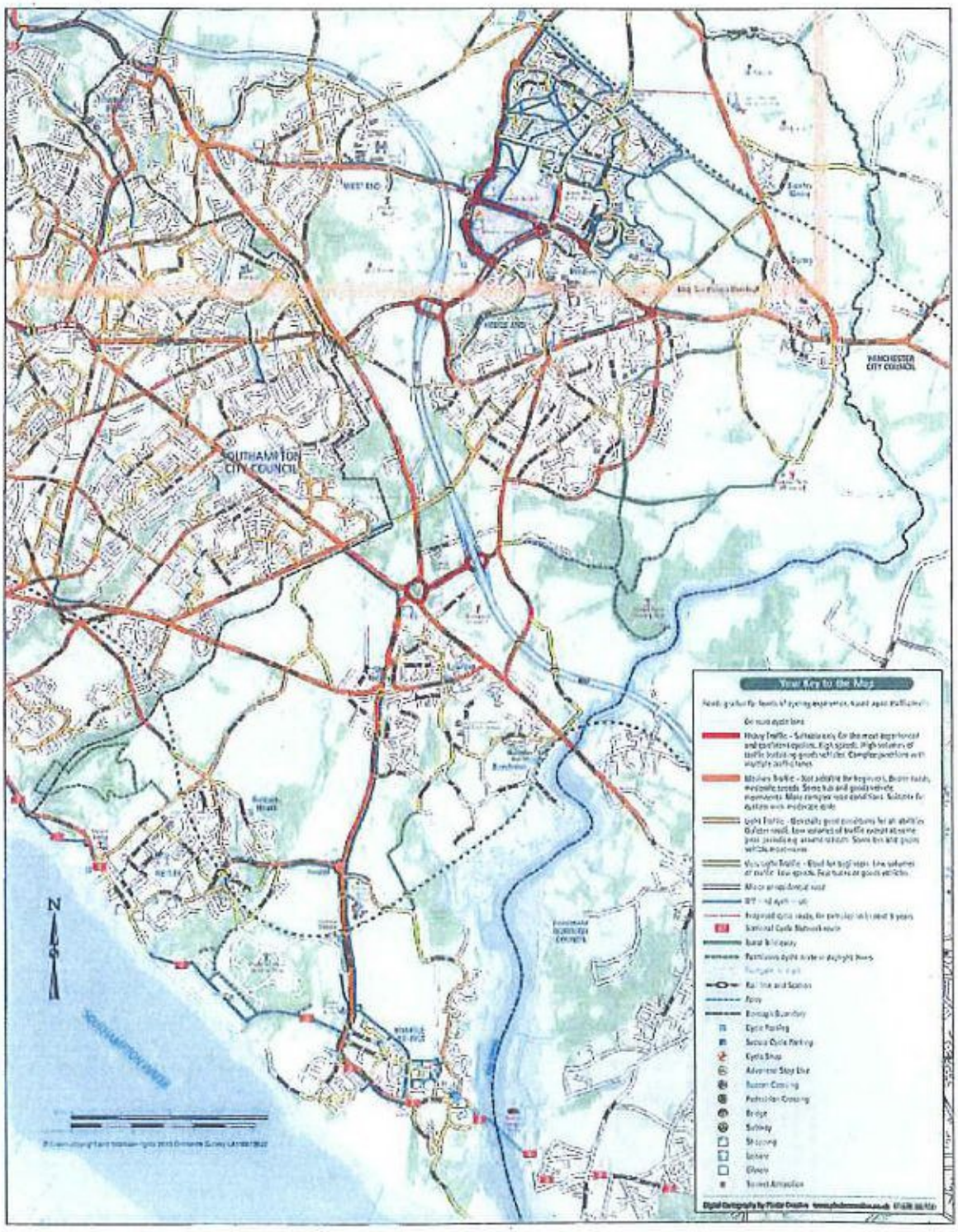
Appendix TP-1

(Masterplan)


Existing public footpath
Existing vegetation strengthened with new woodland planting to screen views from north and protect amenity of campsite
Area of public open space, incorporating the shallow valley across the site
Wildflower meadows provide habitat and resources for wildlife
Potential to create wetland feature along the natural valley within the public open space
Proposed swales and attenuation basins are incorporated in an area of linear public open space
Ridge Farm
Shared surface focal squares mark important spaces
Incidental areas of open space aid legibility and soften the built form
Existing hedgerow strengthened and gapped up
Oak Farm
Housing areas
Potential new allotments
Vistas created to Priors Hill Copse
EXISTING ALLOTMENTS
PRIORS HILL COPSE
Proposed pedestrian crossing point
Proposed vehicular access off Woolston Road
Proposed pedestrian crossing point
Boundary vegetation strengthened to filter views of new homes from adjoining properties
Potential footpath link to adjoining play areas and community hall
Bus stops
ORANGE ROAD
WOOLSTON ROAD
ARISBROOKE
ROOKLEY
STENBURY WAY
HEATH GROVE
Track
LEGEND
Site boundary: 10.61ha
Potential housing blocks and important frontages
Public open space (including SuDS features)
Proposed allotments
Proposed primary vehicular route
Proposed pedestrian crossing points
Existing route of public footpath
Possible diversion routes for existing public footpath
Shared surface squares
Existing shallow valley
Existing trees and hedgerows
Proposed tree, woodland and hedgerow planting
Proposed wildflower meadow
Potential SuDS feature
Vista to Priors Hill Copse
Existing bus stops
LAND USES
Site boundary: 10.61ha
Housing area: 6.5ha
(Approx 230 dwellings @ 35dph)
Allotments: 0.27ha
Public open space (including SuDS features): 3.84ha
CSa

Appendix TP-2

(Local Cycle Map)



Cycle Map



Useful Contacts

EASTLEIGH BOROUGH COUNCIL

IMA TRANSPORT PLANNING

Appendix TP-3

(Example Travel Survey)

TRAVEL PLAN
HOUSEHOLDER QUESTIONNAIRE

Introduction

This is a short survey (12 questions) to help the developer of your housing area better understand how you travel. The data collected will be used by Somerset County Council and a nominated representative of the developer of the housing where live to widen travel choices in the area.

Please return your completed questionnaire in the enclosed envelope **FREE** by this date:

Questionnaire summary

A survey to establish how residents travel to work in new developments in Somerset. Annual survey with results fed back to site developer and Somerset County Council.

Background

This consultation forms part of the requirements of the planning permission given for this development.

Purpose

The results will be used by Somerset County Council to monitor the progress of the Local Transport Plan for Somerset.

Data will be made available to a travel representative nominated by the developer, to be used in informing the travel plan for the site.

Audience or target group

Residents of new developments in Somerset.

Organised by

.....

Contact Information

.....

Your answers

Question 1: Please give your house number/name and road name.

House name/number: .....

Road name: .....

Question 2: Where are the normal places of work for members of your household? Please name company sites, e.g. NHS, Blackbrook Business Park.

Name of person*:	Company names and locations:
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

** This information is needed in order to track the incentives offered to your household as part of your travel plan.*

Question 3a: What is the main mode of transport for getting to work (the one members of your household use most often)?

Main method of travel to work: .....

Question 3b: **How often do members of your household use the following methods of travel to get to their regular place of work?**

Please tick all that apply.

	Every Day	More Than Once a Week	Once a Week	Once a Fort-night	Once a Month	Once a Quar-ter	Never
Bus	☐	☐	☐	☐	☐	☐	☐
Car alone	☐	☐	☐	☐	☐	☐	☐
Car with Other Person(s)	☐	☐	☐	☐	☐	☐	☐
Cycling	☐	☐	☐	☐	☐	☐	☐
Motorcycling (125cc and under)	☐	☐	☐	☐	☐	☐	☐
Motorcycling (over 125cc)	☐	☐	☐	☐	☐	☐	☐
Park and Ride	☐	☐	☐	☐	☐	☐	☐
Train	☐	☐	☐	☐	☐	☐	☐
Walking	☐	☐	☐	☐	☐	☐	☐
Work at Home	☐	☐	☐	☐	☐	☐	☐
Work Off Site without Calling at Work	☐	☐	☐	☐	☐	☐	☐

Question 4: Which of the following measures at workplaces would encourage members of your household to use alternative means of transport?

Please tick all that apply.

- ☐ Bus Fare Discounts
- ☐ Travel Information

- ☐ Corporate Bicycle Loan for Work Trips
- ☐ Cycle Training
- ☐ Discounted Cycle Purchasing
- ☐ Indoor Shower Facilities
- ☐ On Site Cycle Repair
- ☐ Undercover Cycle Parking

- ☐ Driver / Motorcycle Awareness Training
- ☐ Secure Motorcycle Parking

- ☐ Flexible Working Arrangements (including home working)
- ☐ Laptop / Home Computer

- ☐ Lift Sharing Journey Matching Service
- ☐ Parking Spaces for People Sharing Lifts
- ☐ Corporate Car Loan for Work Trips
- ☐ None of the Above

Question 6: Can you suggest any changes where you live that would help you to avoid travelling to work by car, e.g. facilities, routes, services, information, equipment?

Continue on a separate sheet if necessary.

Question 7: **Is there anything people in your household like about their journey to work?**

Continue on a separate sheet if necessary.

Question 8: **If any members of your household have recently changed your travel habits, please give the main reason why.**

Please tick one only.

- ☐ Congestion/time spent travelling
- ☐ Cost – parking
- ☐ Cost – fuel
- ☐ Crime/vandalism
- ☐ Environmental Motivation
- ☐ Family / Caring Responsibilities
- ☐ Healthy Living / Exercise
- ☐ Mobility Problems
- ☐ New Job
- ☐ New Transport Service / Route
- ☐ Obtained Driving Licence
- ☐ Parking availability
- ☐ Weather

Other (Please add): .....

Question 9: Would you like to receive feedback on the results of this survey?

☐ Yes
☐ No

Question 10: Please enter one or more email addresses if you would like to be added to the mailing list to receive further local travel-related information from the Moving Somerset Forward campaign.

Email address .....

Question 11: Did your household move into this dwelling in the last 12 months?

☐ Yes
☐ No

Question 12: Have you been offered a green travel voucher by the developer during the last 12 months?

☐ Yes
☐ No

In Witness whereof the parties hereto have today executed and delivered this agreement as a Deed

EXECUTED as a DEED by affixing)
THE COMMON SEAL of EASTLEIGH)
BOROUGH COUNCIL in the)
presence of:)



[redacted]

Head of Legal and Democrat[redacted]

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



[redacted]thorised Signatory 36/6347

[redacted]thorised Countersignatory/Secretary

Signed as a deed by
MARIA GLORIA HAZELL
in the presence of)

[redacted]

Witness signature) Julia Rennie
Witness name) JULIA RENNIE
Address) Bramble Cottage
Charlton Down
Andover SP11 0JA

Executed as a deed by

SHEET ANCHOR PROPERTIES LIMITED

acting by a Director) Director

Print Name MICHAEL J. BURGESS

in the presence of)

Witness signature

Witness name) LAURA WILKINSON

Address) 78 RUSH ST.

BRISTOL BS3 3DW