

DATED

16 June

2016

EASTLEIGH BOROUGH COUNCIL
and
HAMPSHIRE COUNTY COUNCIL
and
MR P BROWNING, MR T BROWNING AND MR C BROWNING
and
MRS J HOOPER
and
MRS V SAUNDERS
and
MRS I WILTON-COMBES
and
MR P SNOOK
and
MR R POORE
and
MRS J PARR
and
MRS R RODERIGO
and
MRS G SHORNEY
and
GLEESON DEVELOPMENTS LIMITED
and
MILLER HOMES LIMITED
and
WELBECK STRATEGIC LAND LLP
and
MF STRATEGIC LAND LIMITED

A G R E E M E N T

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 relating to Land to the West of Boorley Green, Winchester Road, Eastleigh, Hampshire (also known as Land at Hedge End North)

A R Ward
Head of Legal & Democratic Services
Eastleigh Borough Council
Eastleigh House
Upper Market Street
Eastleigh
Hampshire
SO50 9YN
MC/6/13/773/10396

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THIS DEED is made on

16 June

2016

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) RODNEY ARTHUR POORE of Park Farm, Winchester Road, Botley, Southampton SO32 2BX ("the First Owner")
- (4) IRIS ISABELLA WILTON COMBES of Castle Combe, Cypress Gardens, Botley, Southampton, Hampshire SO30 2GU, VICTORIA SUSAN SAUNDERS of 15 Sherbourne Avenue, Bradley Stoke, Bristol, South Gloucestershire BS32 8BB and PAUL JOHN SNOOK of 9 Alameda Way, Purbrook, Waterlooville, Hampshire PO7 5HD ("the Second Owner")
- (5) GEORGINA LOUISE SHORNEY of Hunters Lodge, Elcombe Lane, Alvediston, Salisbury, Wiltshire SP5 5LG, JULIE ANNE LOUISE PARR of 5 Oatlands Road, Boorley Green, Botley, Southampton SO32 2DE, ROSLYNN FRANCES RODERIGO of Bereta, Underway, Combe St Nicholas, Chard, Somerset TA20 3NY ("the Third Owner")
- (6) JULIET HELEN HOOPER of 16 Mill Lane, Elloughton HU15 1JL, CHARLES EDMUND BROWNING of Rutland House, 11 Park Road, Winchester, Hampshire SO22 6AA, TIMOTHY MARK BROWNING of Stapleton Manor, Stapleton, Martock, Somerset TA12 6AN and PETER MALCOLM BROWNING of Pago Chico 160, Palihue, B8001EXD, Bahia Blanca, Buenos Aires ("the Fourth Owner")
- (7) MILLER HOMES LIMITED (company number Scotland 425429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH ("the First Developer")

- (8) GLEESON DEVELOPMENTS LIMITED (company number 848808) whose registered office is at 6 Europa Court, Sheffield Business Park, Sheffield, S9 1XE ("the Second Developer")
- (9) WELBECK STRATEGIC LAND LLP (LLP registration number OC359671) whose registered office is at 13 Woodstock Street, London W1C 2AG ("the Third Developer")
- (10) MF STRATEGIC LAND LIMITED (company number 04466958) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH ("the Fourth 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 County Council is the local highway authority and the education authority for Hampshire
- (3) The First Owner is the registered proprietor of the First Owner Land part of which is registered at HM Land Registry under title number HP203720 and the remainder of which is unregistered
- (4) By agreements dated 18 December 2013 the First Developer and the Second Developer have an interest in part of the First Owner Land and the Second Owner Land and the Fourth Owner Land
- (5) The Second Owner is the registered proprietor of the Second Owner Land which is registered at HM Land Registry under title number HP414912
- (6) The Third Owner is the registered proprietor of the Third Owner Land which is registered at HM Land Registry under title number HP723762
- (7) The Third Developer has the benefit of a legal charge dated 6 September 2011 in respect of the Third Owner Land
- (8) The Fourth Developer has an interest in the First Owner Land, the Second Owner Land and the Fourth Owner Land

- (9) The Fourth Owner is the registered proprietor of the Fourth Owner Land part of which is registered at HM Land Registry under title number HP69517 and the remainder of which is unregistered
- (10) On 30 January 2015 the Owner submitted the Application to the Council
- (11) By decision notice dated 6 July 2015 the Council refused to grant the Planning Permission
- (12) On 15 July 2015 the Appeal was submitted pursuant to section 78 of the Act and is the subject of a public local inquiry commencing on 17 May 2016
- (13) 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.

(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
"Affordable Housing"	means low cost housing which shall be offered for sale or rent including shared equity or shared ownership schemes or such other form of affordable housing as defined in the National Planning Policy Framework 2012 (and any subsequent amendments to it)

"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 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

"Affordable Housing Scheme"

means, in respect of each Phase, a scheme which sets out the quantum, location, size and tenure of the proposed Affordable Housing Dwellings in that Phase

"Appeal"

means the appeal against refusal of the Application allocated reference number APP/W1715/W/15/3130073

"Application"

means the application submitted to the Council for the Planning Permission with reference number O/15/75953

"Artificial Pitch Contribution"

means the sum of two hundred thousand pounds (£200,000) Index Linked from and including the date of this Deed towards the provision of a new artificial sports pitch at Wildern School

"Artist"

means a professional artist to design and implement the Public Art

"Botley Footpath 1"

means Botley footpath 1 that crosses the Site in the location as shown by a broken magenta line and marked 'Botley Footpath 1' on the Drawing

"Bus"

means any motorised vehicle containing more than 8 seats and the term "Buses" shall be construed accordingly

"Bus Access Restrictor"

means the works to restrict access onto Shamblehurst Lane from the Site to Buses only at the location broadly

shaded in green and marked 'Bus Access Restrictor' on the Drawing

"Bus Access Restrictor Proposals"

means the proposals to be prepared by the Owner and submitted to the County Council for its approval for the Bus Access Restrictor and the Bus Access Restrictor Works such proposals to be prepared in accordance with the Bus Link Options Appraisal and to include provision for the ongoing monitoring of the Bus Access Restrictor

"Bus Access Restrictor Security Bond "

means a bond provided by the Owner and approved by the County Council for the sum of two hundred and fifty thousand pounds (£250,000) being the sum of the cost of implementation of the Bus Access Restrictor Works (as estimated by the County Council) by a surety acceptable to the Head of Governance and Monitoring Officer to secure the implementation and completion of the Bus Access Restrictor Works to the complete satisfaction of the County Council together with the costs of implementing and complying with the

obligations of the Owner contained within Schedule Seven part 2

"Bus Access Restrictor Report"

means a report to be prepared by the Owner and submitted to the County Council in accordance with the provisions of Schedule Seven such report to include the results and findings of the Owner's monitoring of the use and operation of the Bus Access Restrictor

"Bus Access Restrictor Works"

means the works on the Site for the installation of the Bus Access Restrictor

"Bus Link Options Appraisal"

means the document entitled 'Bus Link - Options Appraisal' dated 21 March 2016 as prepared by the Developer and appended hereto at Appendix Two

"Commencement of the Development"

means the carrying out in relation to the Development or Phase (as the context permits) 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;
- Diversion and/or laying of services;
- Any underground works;
- Laying out of internal construction accesses;
- Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination;

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

"Community Building"

means the community building to be provided on the Site in accordance with the provisions of Schedule Eleven

"Community Infrastructure Contribution"

means a contribution in the sum of eight hundred and four thousand, nine hundred and sixteen pounds (£804,916.00) Index Linked from and including the date of this Deed and to be used towards the provision of the

Community Building in accordance with Schedule Eleven

"Completion" means complete such that it is fit for its intended purpose and "Complete" shall be construed accordingly

"Completion Certificate Standard" means a certificate of completion of highway works issued by the Director in writing pursuant to a related Highway Works Agreement

"Contribution Payment" means any of the Council Contribution Payments and/or the County Council Contribution Payments as the context permits

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

- (i) Community Infrastructure Contribution;
- (ii) Health Facilities Contribution;
- (iii) On-Site Open Space Commuted Maintenance Sum;
- (iv) On-Site Open Space Supervision Fee;
- (v) Play Area Contribution;

- (vi) Play Area Commuted Maintenance Sum;
- (vii) Play Area Supervision Fee;
- (viii) Public Art Contribution;
- (ix) Artificial Pitch Contribution;
- (x) Public Open Space District Park Contribution;
- (xi) Trim Trail Contribution;
- (xii) Solent Recreation Mitigation Partnership Contribution;
- (xiii) On-Site Street Tree Contribution;
- (xiv) Young Person's Facility Contribution;
- (xv) Young Person's Facility Commuted Maintenance Sum;
and
- (xvi) Young Person's Facility Supervision Fee

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

- (i) Sustainable Integrated Transport Contribution;
- (ii) Junction 8 Improvements Contribution;
- (iii) Primary Education Contribution; and

(iv) Secondary Education
Contribution

"Default Interest Rate"

means interest at four percent (4%) above the base lending rate of Barclays Bank Plc from time to time

"Developer"

means the First Developer, the Second Developer, the Third Developer and the Fourth Developer, jointly and severally

"Development"

means the development described in Schedule Two

"Director"

means the County Council's Director of Economy Transport and Environment (which expression shall include the servants, agents and licensees of the Director) or such other officer as may from time to time be primarily responsible for the County Council's functions, duties and responsibilities as highway authority pursuant to the Highways Act 1980 and planning authority

"Drawing"

means drawing number ITB11055-GA-019 as appended to this Deed

"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
"First Owner Land"	means that part of the Site as shown coloured light brown on the Land Ownership Plan
"Formula"	means: (i) £600 for each 1-bed Dwelling; (ii) £680 for each 2-bed Dwelling; (iii) £920 for each 3-bed Dwelling; (iv) £1,200 for each 4-bed Dwelling; and (v) £1,400 for each 4-plus-bed Dwelling Index Linked from and including the date of this Deed
"Fourth Owner Land"	means that part of the Site as shown coloured light blue on the Land Ownership Plan
"Framework Travel Plan"	means the framework travel plan (as appended to this Deed) which sets out the basis for developing the Travel Plan
"Head of Governance and Monitoring	

Officer"

means the County Council's Head of Governance and Monitoring Officer for the time being or such other officer or officers as may from time to time be primarily responsible for the provision of legal advice to the County Council

"Health Facilities Contribution"

means a contribution in the sum of one hundred and thirty seven thousand five hundred pounds (£137,500.00) Index Linked from and including the date of this Deed and to be used towards the provision, improvement or extension to health facilities in the Local Area to serve the needs of Boorley Green residents

"Highway Works Agreement"

means an agreement or agreements pursuant to (amongst other powers) Section 278 and /or Section 38 of the Highways Act 1980 to be entered into by the Owner with the County Council in respect of the carrying out of the Off Site Highway Works and the Permanent School Access

"Highway Works Specification"

means the specifications and plans to be submitted to and approved in writing by the County Council in

respect of each Highway Works Agreement

"Junction 8 Improvements Contribution" means a contribution to be paid to the County Council in the sum of two hundred thousand pounds (£200,000) Index Linked from and including the date of this Deed to be used towards improvements to junction 8 of the M27

"Index Linked" means index linked in accordance with clause 17 of this Deed

"Intermediate Dwellings" means those Affordable Housing Dwellings to be offered as intermediate housing (including shared equity, shared ownership and any other non-rent tenures that fall within the definition of Affordable Housing)

"Land Ownership Plan" means the drawing dated 24 May 2016 and marked 'Land Ownership' as appended to this Deed

"Local Area" means the area of Hedge End, West End and Botley

"Local Housing Allowance"

means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions (or such similar framework as may replace it from time to time)

"Management Company"

means a management company or equivalent body to be established by the Owner to (amongst other things) manage and maintain the On-Site Open Space Land and the Play Area Land including all Play Areas and equipment and/or the Playing Field Land (as the case may be) PROVIDED THAT the objects of the management company shall include responsibility for: (i) maintenance and management of the On-Site Open Space Land and the Play Area Land (including Play Areas) and/or the Playing Field Land (as the case may be) PROVIDED FURTHER THAT the Owner shall be entitled (at its

discretion) to establish more than one management company or equivalent body; and (ii) recovering the costs of doing so by way of an estate charge levied against occupiers of the Market Dwellings

"Market Dwelling"

means a Dwelling that is not an Affordable Housing Dwelling

"Nominations Agreement"

means an agreement (substantially in the form of the agreement at Appendix Three to this Deed) 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 Rented Dwellings from the Council's housing register

"Occupation and Occupied"

means occupation of a Dwelling by a resident and reference to "Occupy" and "Occupied" shall be construed accordingly

"Off Site Highway Works"

means the Winchester Road Roundabout Access Works the Shamblehurst Lane North Works the

Winchester Road/Bubb Lane/Snakemoor Lane/Botley Road Roundabout Works and the Winchester Road Pedestrian/Cycle Access Works collectively

"On-Site Open Space Land"

means an area of not less than 16.4 hectares of public open space to be provided on the Site as shown on drawing number 143405/LUB/003 Rev G as appended to this Deed which shall include the young person's facilities

"On-Site Open Space
Commutated Maintenance Sum"

means the sum of eighty seven thousand, six hundred and ninety pounds and eighty pence (£87,690.80) per hectare of On-Site Open Space Land Index Linked from and including the date of this Deed to be applied (if payable) by the Council towards the maintenance of the On-Site Open Space Land and the Play Area Land and to be paid in accordance with the terms of Schedule Six of this Deed

"On-Site Open Space

Supervision Fee”

means the sum equating to 7.5% of the On-Site Open Space Commuted Maintenance Sum Index Linked from and including the date of this Deed to be used by the Council (if payable) for the supervision of the On-Site Open Space Land in accordance with the terms of Schedule Six of this Deed

“On-Site Street Tree Contribution”

means the sum to be calculated using the following formula:

- £400 per new street tree

to be paid to the Council and to be Index Linked from and including the date of this Deed for the maintenance of street trees on the Site which are not adopted by the County Council

"Owner"

means the First Owner, the Second Owner, the Third Owner and the Fourth Owner jointly and severally subject to clause 31 and their respective successors in title to the Site

"Parties"

means the parties to this Deed, their respective successors in title and

those persons deriving title under them

"Performance Report"

means the report to be submitted to the County Council for the County Council's approval (in accordance with Schedule Nine) indicating how the Travel Plan has been performing and if appropriate the proposals and remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan

"Permanent School Access"

means the permanent access road (and footpath where appropriate) to be constructed to connect the Primary School Site to Winchester Road to enable safe access and use of the Primary School at all times and for all purposes on foot/bicycle and with mechanically propelled vehicles

"Phase"

means each phase of the Development as set out in the phasing plan to be approved by the Council in accordance with Schedule Twelve

"Planning Permission"

means the outline planning permission for the Development of the Site which is the subject of the Application as granted by the Secretary of State pursuant to the Appeal

"Play Area"

means either or both (as the context so requires) of the two areas of land within the On-Site Open Space Land for children's play to be secured with fencing in accordance with the Approved Specification defined in Paragraph 3 of Schedule Six by the Owner and to be equipped to LEAP standard by the Council (or the Owner as the case may be) as set out in Schedule Six

"Play Area Contribution"

means a contribution in the sum of one hundred and twenty eight thousand six hundred and sixty three pounds (£128,663.00) being £64,331.50 per Play Area Index Linked from and including the date of this Deed towards the provision of play equipment on the Site

"Play Area Commuted Maintenance

Sum" means a commuted sum in the sum of seventy seven thousand one hundred and ninety seven pounds and eighty pence (£77,197.80) being £38,598.90 per Play Area Index Linked from and including the date of this Deed towards the maintenance of the play equipment within the Play Area Land

"Play Area Supervision Fee" means a contribution in the sum of five thousand seven hundred and eighty nine pounds and eighty four pence (£5,789.84) being £2,894.92 per Play Area Index Linked from and including the date of this Deed towards the supervision of the play equipment within the Play Area Land

"Play Area Land" means the land within the Site on which the Play Area is situated

"Play Area/Young Person's Facility Specification" means a specification for the Play Areas and young person's facilities (to be provided on the Site) to be submitted to the Council for its approval and which shall have regard to the outcome of the consultation with local residents detailed in Schedule Six

such specification to include (but not be limited to) details of:

- i. proposals as to how the Play Areas and young person's facilities are to be equipped;
- ii. litter bins and proposals for litter picking, emptying bins, removing offensive graffiti and grounds maintenance;
- iii. interim and final inspections (including quarterly and independent annual inspections); and
- iv. how they will comply with manufacturers recommendations as per BSEN 1176

"Playing Field Land"

means an area of land within the Site to be designed and constructed to provide a suitable high standard of playing surface in order that organised team games can be played throughout the year and which encompasses at least two Playing Pitches together with a clubhouse

"Playing Pitch"

means a delineated area which together with any run off is 0.2 hectares or more

"Primary Education Contribution"	means a contribution in the sum of five million seven hundred and eighty six thousand one hundred and thirty pounds (£5,786,130) Index Linked from and including the date of this Deed towards the provision of the Primary School upon the Primary School Site such sum calculated in accordance with the County Council's guide 'Developers' Contributions towards Children's Services Facilities' dated October 2015
"Primary School"	means a 1 form entry primary school within the meaning set out in the Education Act 1996
"Primary School Land"	means the land incorporated within the Primary School Site being approximately 1.2 hectares in size to accommodate the Primary School
"Primary School Additional Land"	means the additional land incorporated within the Primary School Site being approximately 0.8 hectares in size to accommodate a 2 form entry primary school
"Primary School Additional Land	

Value"	means a sum to be paid by the County Council for the Primary School Additional Land
"Primary School Site"	means that part of the Site being not less than 2 hectares in area shown for illustrative purposes coloured purple and marked 'Land for primary school' on drawing number 143405/LUB/003 Rev G as appended to this Deed upon which the Primary School shall be provided and which is of sufficient size to allow for expansion to a 2 form entry primary school upon that part of the Site
"Public Art"	means the provision of art referred to in Schedule Eight
"Public Art Contribution"	means a contribution in the sum of two hundred and sixty one thousand two hundred and forty eight pounds and ninety three pence (£261,248.93) Index Linked from and including the date of this Deed to be used towards the Public Art, being: • Enhancements of routes to link existing and proposed developments;

- Enhancements to pedestrian routes between local facilities and transport hubs;
- Enhancement of local distinctiveness and cultural identity; and/or
- The provision of Public Art on the Site

"Public Art Officer"

means an officer of the Council from time to time allocated to deal with Public Art

"Public Art Scheme"

means a scheme prepared by the Public Art Officer 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;
- 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;

- a relevant planning officer of the Council;
- a representative of the Owner;
- Chair and/or Vice Chair or such other representatives of the Local Area Committee of the Council; and
- the Public Art Officer

together with such other persons as agreed in writing by the Public Art Steering Group

"Public Open Space District Park Contribution"

means the sum of seventy seven thousand pounds (£77,000) Index Linked from and including the date of this Deed towards:

- enhancement of youth area/skate facilities at Woodhouse Lane (£45,000); and
- upgrade of the small skate ramp at Botley Recreation Ground (£32,000)

“Rented Dwelling”

means Affordable Housing Dwellings which are offered for rent (at a level not exceeding the Local Housing Allowance as calculated for the Local Area)

“School Transfer Date”

means the date of the completion of the transfer of the freehold interest in the Primary School Land to the County Council

“Secondary Education Contribution”

means a contribution in the sum of four million, seven hundred and fifty two thousand, nine hundred and ninety five pounds (£4,752,995.00) Index Linked from and including the date of this Deed towards secondary education facilities at Horton Heath school such sum calculated in accordance with the County Council's guide 'Developers' Contributions

towards Children's Services Facilities'
dated October 2015

"Second Owner Land"

means that part of the Site as shown
coloured green on the Land
Ownership Plan

"Secretary of State"

means the Secretary of State for
Communities and Local Government
(including an inspector who is
appointed on his behalf)

"Section 73 Permission"

means a planning permission
granted pursuant to Section 73 of the
Act in respect of a condition imposed
on the Planning Permission
(including any subsequent variations
of it)

"Service Conduits"

means permanent pipes wires
sewers drains cables and other
works including (if applicable) any
underground on line storage facilities
and other works

"Services"

means permanent foul drainage
which is ready for use and which is to
be ultimately connected to an
adopted sewer a surface water

drainage connected to a SUDS constructed to a standard agreed with the relevant authority and the pipes cables drains sewers ducts gullies flues gutters channels watercourses underground chambers junction boxes and any other conduits which are connected to mains services and are suitable and of adequate capacity for the supply of gas water electricity and telecommunication and data connection facilities or such other items referred to above which shall be necessary to enable the Primary School to function and shall have adequate capacity to serve the Primary School Site

"Shamblehurst Lane North Works"

means the off Site highway works comprising improvements to Shamblehurst Lane North as shown in principle upon drawing ITB11055-GA-008 revision B attached hereto

"Site"

means the land described in Schedule One and every part of it

"Solent Recreation Mitigation

Partnership"

means the partnership or project comprising measures to mitigate recreational disturbance of birds within the Solent and Southampton Water Special Protection Area where it occurs within the borough of Eastleigh

"Solent Recreation

Mitigation Partnership Contribution"

means a contribution in the sum of one hundred and twenty thousand, three hundred and twenty five pounds and nineteen pence (£120,325.19) Index Linked from and including the date of this Deed to be used towards the funding of the work of the Solent Recreation Mitigation Partnership

"South Land"

means that parcel of land forming the southern part of the Site and as shown hatched in red and marked 'South Land' on the Drawing

"Station User Car Park"

means that part of the Site to be set provided as a car park for users of Hedge End railway station in the location shown for illustrative purposes only shaded in purple and

marked 'Station User Car Park' on the Drawing

"Sustainable Integrated Transport Contribution"

means a contribution in the sum of one million one hundred and fifty thousand pounds (£1,150,000) Index Linked from and including the date of this Deed in respect of transport measures to be used towards

- Woodhouse Lane/Winchester Road junction - provision of additional entry lane (shown in principle on drawing number ITB11055-201); and/or
- Tollbar Way/Botley Road junction - improvement to roundabout approaches (shown in principle on ITB11055-202); and/or
- Charles Watts Way/Turnpike Way/Tollbar Way junction - modification to roundabout (shown in principle on ITB9310-GA-032B); and/or
- Tollbar Way/Maunsell Way junction - enlargement of existing roundabout (shown in

principle on ITB9310-GA-041);
and/or

- Access improvements to Hedge End railway station;
and/or
- Improvements to Botley by either assisting delivery of the Botley bypass or alternative transport initiatives in Botley;
and/or
- Bus stops on Winchester Road

"Temporary School Access"

means a temporary vehicular (including heavy goods vehicles) and pedestrian route to the Primary School Site such route required for the construction of the Primary School

"Temporary Services"

means temporary foul sewers electricity or water services required for the construction of the Primary School

"Third Owner Land"

means that part of the Site as shown coloured purple on the Land Ownership Plan

"Travel Plan"

means a travel plan (to be prepared in accordance with the Framework Travel Plan) to be submitted to and approved in writing by the County Council which is designed to manage the demand for transport to and from the Development (and in the local area through area wide personalised travel planning) and to secure a modal shift away from the private car in favour of public transport and other means of travel and such travel plan to also include personalised travel planning for the wider Hedge End area

"Travel Plan Bond"

means a bond approved by the County Council for the sum of three hundred and fifty seven thousand five hundred pounds (£357,500) such sum being the cost of the implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council) plus ten percent (10%) thereof by a surety acceptable to the Head of Governance and Monitoring Officer to secure the implementation of and compliance with the

	targets/measures of the approved Travel Plan
Travel Plan Sum"	means the sum of sixteen thousand five hundred pounds (£16,500) Index Linked from the date of this Deed to be paid to the County Council for the approval, monitoring and review of the Travel Plan
"Trim Trail Contribution"	means a contribution in the sum of nine thousand pounds (£9,000.00) Index Linked from and including the date of this Deed to be used towards providing a trim trail on the Site
"Wheelchair Standard Dwellings"	means housing which is specifically designed to meet the needs of wheelchair users
"Winchester Road/Bubb Lane Snakemoor Lane/Botley Road Roundabout Works"	means the off Site highway works comprising improvements to Bubb Lane/Winchester Road/Snakemoor Lane/Botley Road roundabout as shown in principle upon drawing ITB11055-GA-203 B attached hereto
"Winchester Road Pedestrian/Cycle	

Access Works"

means delivery of a shared use pedestrian and cycle route to connect the South Land to Winchester Road as shown for indicative purposes only in light green on the Drawing

"Winchester Road Roundabout Access Works"

means the off Site highway works for the provision of a Site access three-arm roundabout as shown in principle upon drawing ITB11055-GA-104 revision D attached hereto

"Working Day"

means any day excluding any Saturdays, Sundays and bank/public holidays

"Young Person's Facility Contribution"

means a contribution in the sum of twenty five thousand pounds (£25,000.00) Index Linked from and including the date of this Deed towards the provision of young person's facilities on the Site

"Young Person's Facility Commuted Maintenance Sum"

means a commuted sum in the sum of thirty thousand pounds (£30,000.00) Index Linked from and

including the date of this Deed towards the maintenance of the young person's facilities on the Site

"Young Person's Facility
Supervision Fee"

means a contribution in the sum of two thousand, two hundred and fifty pounds (£2,250.00) Index Linked from and including the date of this Deed towards the supervision of the provision of the young person's facilities on the Site

OPERATIVE PROVISIONS :-

1. This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and in consideration of the covenants contained in this Deed
2. The obligations in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by (and against) the Council and the County Council
3. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers

4. The obligations contained within this Deed are conditional upon:

- (a) grant of the Planning Permission; and
- (b) Commencement of the Development

SAVE FOR Clauses 1 – 36 which shall come into effect upon completion of this Deed and: Paragraphs 1, 3, 4 and 21.1 of Schedule Four; Paragraphs 1.6 and 1.7 of Schedule Five; Paragraphs 1, 3 and 14 of Part I and Paragraphs 1, 2 and 3 of Part II of Schedule Six; Paragraph 1 of Part 1 and Paragraph 1 of Part 2 of Schedule Seven; Paragraphs 1, 2 and 3 of Schedule Ten; Paragraphs 1, 2, 4, 5, 6 and 8 of Schedule Eleven; and Paragraphs 1.1, 1.2, 1.3 and 1.4 of Schedule Twelve which shall come into effect upon the grant of the Planning Permission

5. The Owner for itself and its 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 Twelve inclusive

6. Save as is otherwise set out in this Deed, the Council hereby covenants with the Owner as follows:

- (a) Not to use any of the Council Contribution Payments (or any part of them) otherwise than for the purpose for which it has been paid as specified in this Deed

- (b) Immediately upon receipt, to deposit each of the Council Contribution Payments received pursuant to this Deed into an interest bearing account

(c) Within twenty eight (28) days of receipt of a request in writing to provide the Owner with an account as to how each of the Council Contribution Payments (or any part of them) received pursuant to this Deed has been spent

(d) With the exception of the Play Area Commuted Maintenance Sum, the On-Site Open Space Commuted Maintenance Sum and the Young Person's Facility Commuted Maintenance Sum (which shall be repayable if not expended after fifteen (15) years of receipt of the final instalment, to repay each part of the Council Contribution Payments that is not expended after five (5) years of receipt of the final instalment to the person by whom monies were paid with the exception of the Health Facilities Contribution for which the Council shall repay each part that is not expended after five (5) years of receipt of the final instalment

(e) Subject to the terms of Schedule Six, to accept the transfer of the On-Site Open Space Land and the Play Land

7. Save as is otherwise set out in this Deed, the County Council covenants with the Owner as follows:

(a) Not to use any of the County Council Contribution Payments (or any part of them) otherwise than for the purpose for which it has been paid as specified in this Deed

(b) Immediately upon receipt, to deposit each of the County Council Contribution Payments received pursuant to this Deed into an interest bearing account

(c) Within twenty eight (28) days of receipt of a request in writing to provide the Owner with an account as to how each of the County Council

Contribution Payments (or any part of them) received pursuant to this Deed has been spent

(d) To repay each part of the County Council Contribution Payments that is not expended after ten (10) years of receipt of the final instalment to the person by whom monies were paid

(e) Subject to Paragraphs 5 and 6 of Schedule Eleven, to accept the transfer of the Primary School Site in accordance with the terms of this Deed

8. The Council and the County Council hereby agree that no person shall be liable for any breach of the restrictions and obligations on its part set out in this Deed where such breach arises after that person shall have parted with its entire interest in the Site (or that part of the Site where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest
9. The Parties agree that in respect of the Primary School Site following the School Transfer Date, the County Council (in its landowning capacity) shall not be liable to meet any of the obligations contained within this Deed
10. This Deed shall cease to have effect if the Planning Permission is quashed, revoked, modified or expires (without the consent of the Owner and the Developer), in which case the Council shall (upon written request) effect the cancellation of any entry made in its register of local land charges in respect of this Deed
11. The Parties hereby agree that where under the terms of this Deed the consent or approval or confirmation or expression of satisfaction of the Council or the County Council or their respective officers is required then such consent or approval or confirmation or expression of satisfaction 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

12. The performance of the obligations by the Owner aforesaid shall be subject to the provisos (if any) contained in Schedules Four to Twelve (inclusive)
13. This Deed is a local land charge and will be registered as such by the Council
14. The Third Developer (in its capacity as chargee of the Third Owner Land) hereby acknowledges and declares that this Deed has been entered into by the Third Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of its mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Third Developer (in its capacity as chargee of the Third Owner Land) shall otherwise have no liability under the terms of this Deed unless it takes possession of the Site as an Owner or as mortgagee-in-possession in which case it too will be bound by the obligations as if it were a person deriving title from the Third Owner PROVIDED FURTHER THAT no future mortgagee of the Site (or any part of it) shall have any liability under the terms of this Deed unless it takes possession of the Site (or any part of it) as a mortgagee-in-possession in which case it too will be bound by the obligations as if it were a person deriving title from the owner of that part of the Site
15. The Developer shall pay the Council's and the County Council's proper legal costs and disbursements and other costs that are reasonably incurred in

connection with the preparation, negotiation and completion of this Deed on completion of this Deed

16. 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

16.1 the dispute or difference may on written notice by any party at any time and served on the other parts (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

16.2 the Independent Person shall be appointed by agreement between the relevant parties (if within 10 working days after service of the Determination Notice they have been unable to agree) on the application of any relevant party 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

16.3 the Independent Person to be appointed under this clause shall act as an expert and the following provisions shall have effect:

16.3.1 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)

16.3.2 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

16.3.3 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;

16.3.4 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

16.3.5 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

17. It is agreed between the Parties that:

17.1 the Sustainable Integrated Transport Contribution and the Junction 8 Improvements Contribution to be paid to the County Council by the Owner hereunder are required to 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 and including the base date referred to in the definition of such contributions to the date that the payment is due under this Deed

17.2 the Primary Education Contribution and Secondary Education Contribution to be paid to the County Council by the Owner hereunder are

required to be index linked and in this respect the relevant payment shall be increased by the percentage by which the last published and confirmed index of Public Sector Building Non-Housing ("PUBSEC") published by the Office for National Statistics (or amendment or replacement thereof) increases from and including the base date referred to in the definition of such contributions to the date that the payment is due under this Deed;

17.3 the Council Contribution Payments to be paid to the Council by the Owner under the terms of this Deed are required to be index linked and in this respect each relevant payment shall be increased by the percentage by which the Retail Prices Index (excluding mortgages) ("RPIX") published by the Office for National Statistics (or amendment or replacement thereof) increased from and including the relevant base date referred to in the definition of such contributions to the date the payment is due under this Deed

18. If any sum or amount has not been paid to the Council or the County Council (as the case may be) by the date it is due, the Owner shall pay the Council or the County Council as appropriate 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 and including the date of payment
19. If prior to receipt of any contributions payable under the terms of this Deed the County Council incurs any expenditure in providing facilities or services to which this Deed authorises contributions to be applied then 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 County Council shall not subsequently be required to repay any contributions set against such expenditure

20. Nothing (contained or implied) in this Deed shall fetter or restrict the Council or the County Council's statutory rights, powers, discretions and responsibilities as a local authority.
21. 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.
22. 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 after the date of the Planning Permission.
23. The Parties agree that:
- 23.1 Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- 23.2 Nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.
24. 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
25. The Owner agrees with the Council and the County Council to give the Council and the County Council written notice of any change of ownership of any of its interest in the Site within 7 days of such change occurring before all the

obligations under this Deed have been discharged by the Council and the County Council and such notice shall give details of the transferees 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 obligation does not apply to the future disposal of any individual Dwelling

26. Each of the First Owner, the Second Owner, the Third Owner and the Fourth Owner warrants, in relation to its own interest in the Site, that no other person (save for the Developer as recorded in this Deed) has any legal or equitable interest in its respective part of the Site.

27. In this Deed:

27.1 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;

27.2 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

27.3 a reference to a clause or schedule is a reference to a clause or schedule contained in this Deed

28. If a Court or the Secretary of State determines that any obligation (or part thereof) contained within this Deed is not:
- (a) necessary to make the Development acceptable in planning terms;
 - (b) directly related to the Development; and

(c) fairly and reasonably related in scale and kind to the Development, then such obligation (or part thereof) shall immediately cease and determine (without any further act by the Parties) PROVIDED THAT this release shall not affect the remaining obligations within this Deed which shall continue to have full force and effect.

29. This Deed shall not be enforceable against individual owner-occupiers or tenants of the Development (including their respective successors in title)
30. No person or company shall be bound under this Deed insofar as its interest in the Site (or any part of it) is that of a statutory authority or statutory undertaker or service company
31. Nothing in this Deed shall require the performance of any obligation whatsoever in, upon or under land outside the ownership or control of the Party unless such land shall be within the public highway
32. If a Section 73 Permission is granted by the Council in relation to the Development then with effect from the date that such Section 73 Permission is granted:
 - (a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Permissions and the Site itself without any further act by the Parties;
 - (b) the definitions of "Development", "Application", "Planning Permission" in this Deed shall be construed to include references to any applications under Section 73 of the Act, the Section 73 Permission granted pursuant to any such application and the development permitted by such Section 73 Permission

PROVIDED THAT:

- (i) nothing in this Clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act; and
- (ii) to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 Permission is granted they shall remain discharged for the purposes of the Section 73 Permission

33. This Deed may be executed in any number of counterparts

34.1 The First Developer and the Second Developer shall indemnify and keep indemnified the First Owner in respect of all costs expenses loss damage and liability (other than in relation to land or property value and constraints on user) which may be incurred by the First Owner arising at the date of or from the time of this Deed to the discharge of obligations as a consequence of entering into this Deed provided always that this indemnity shall only apply if the First Developer and the Second Developer or their successors or assignees complete the purchase of the First Owner Land or part thereof and shall only apply with effect from the completion of such purchase or from the Commencement of the Development on the Site or any part thereof whichever of the Commencement of the Development or completion is earlier

34.2 The First Developer and the Second Developer shall indemnify the Second Owner in respect of all costs expenses loss damage and liability (other than in relation to land or property value and constraints on user) which may be incurred by the Second Owner arising at the date of or from the time of this Deed to the discharge of obligations as a consequence of entering into this Deed provided always that this indemnity shall only apply if the First Developer and the Second Developer or their successors or assignees

complete the purchase of the Second Owner Land or part thereof and shall only apply with effect from the completion of such purchase

34.3 The Third Developer shall indemnify the Third Owner in respect of all costs expenses loss damage and liability (other than in relation to land or property value and constraints on user) which may be incurred by the Third Owner arising at the date of or from the time of this Deed to the discharge of obligations as a consequence of entering into this Deed provided always that this indemnity shall only apply if the Third Developer or its successors or assignees complete the purchase of the Third Owner Land or part thereof and shall only apply with effect from the completion of such purchase

34.4 The First Developer and the Second Developer shall indemnify and keep indemnified the Fourth Owner in respect of all costs expenses loss damage and liability (other than in relation to land or property value and constraints on user) which may be incurred by the Fourth Owner arising at the date of or from the time of this Deed to the discharge of obligations as a consequence of entering into this Deed provided always that this indemnity shall only apply if the First Developer and the Second Developer or their successors or assignees Commence the Development on the Site or any part thereof and shall only apply with effect from the date of Commencement of the Development

35.1 The First Owner covenants with the Second Owner, the Third Owner, the Fourth Owner and (until the expiry of the First Developer and Second Developer's option over the First Owner Land) with the First Developer and the Second Developer on behalf of itself and its successors in title in relation to the First Owner Land:

- 35.1.1 not to Commence the Development before the First Developer and the Second Developer have completed the purchase of the First Owner Land; and
 - 35.1.2 not to transfer, charge or lease the First Owner Land or any part of it without first procuring that the disponent enters into a deed of covenant to observe and perform the covenants set out in this clause 35.1
- 35.2 The Second Owner covenants with the First Owner, the Third Owner, the Fourth Owner and (until the expiry of the First Developer and Second Developer's option over the Second Owner Land) with the First Developer and the Second Developer on behalf of itself and its successors in title in relation to the Second Owner Land:
 - 35.2.1 not to Commence the Development until the First Developer and the Second Developer have completed the purchase of the Second Owner Land or part thereof; and
 - 35.2.2 not to transfer, charge or lease the Second Owner Land or any part of it without first procuring that the disponent enters into a deed of covenant to observe and perform the covenants set out in this clause 35.2
- 35.3 The Third Owner covenants with the First Owner, the Second Owner, the Fourth Owner, the First Developer and the Second Developer on behalf of itself and its successors in title in relation to the Third Owner Land:
 - 35.3.1 not to Commence the Development (except, for the purposes of this sub-Clause only, any works to provide essential infrastructure on the Third Owner Land in relation to the Development) until the First Developer and the Second Developer have completed the purchase of the Second Owner Land and the Third Owner Land has been acquired by a third party to facilitate the carrying out of the Development; and

35.3.2 not to transfer, charge or lease the Third Owner Land or any part of it without first procuring that the disponent enters into a deed of covenant to observe and perform the covenants set out in this clause 35.3.

35.4 The Fourth Owner covenants with the First Owner, the Second Owner, the Third Owner, and (until the expiry of the First Developer and Second Developer's option over the Fourth Owner Land) with the First Developer and the Second Developer on behalf of itself and its successors in title in relation to the Fourth Owner Land:

35.4.1 not to Commence the Development before the First Developer and the Second Developer have completed the purchase of the Fourth Owner Land; and

35.4.2 not to transfer, charge or lease the Fourth Owner Land or any part of it without first procuring that the disponent enters into a deed of covenant to observe and perform the covenants set out in this clause 35.4

35.5 Each of the First Owner, Second Owner, Third Owner and Fourth Owner consent to a restriction being entered on the titles to the land in their respective ownerships, before any further dealings in the said land, in respect of the covenants given by them under this clause 35 comprising the Site in the following form:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be entered without a certificate signed by a conveyancer that the provisions of clause [] of an Agreement dated [the date of this Agreement] made between [the parties hereto] have either been complied with or do not apply to the disposition".

36. 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

In witness whereof the Parties have today executed and delivered this Deed as a deed

INDEX OF SCHEDULES

Schedule One	Description of Site
Schedule Two	Development
Schedule Three	Notification
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SCHEDULE ONE
(Description of Site)

The freehold land West of Boorley Green, Winchester Road, Eastleigh, Hampshire (also known as land at Hedge End North) shown for the purpose of identification only edged red on the Land Ownership Plan, further details of which are set out in Recitals (1) – (9) to this Deed

SCHEDULE TWO

(Development)

Outline application for up to 680 residential units, mixed use comprising of retail and/or community/healthcare use, land for two-form entry primary school, formal and informal open space and sports pitches. New access off Winchester Road, associated on-site roads, infrastructure and footpaths/cycleways. Detailed matters for determination access (all other matters reserved - scale, appearance, landscaping and layout).

SCHEDULE THREE

(Notification)

1. The Owner shall notify the Council and the County Council in writing or procure that they are so notified each of the following events within 21 days of such event occurring:
 - 1.1. Commencement of the Development;
 - 1.2. Commencement of each Phase;
 - 1.3. Occupation of the 1st Dwelling;
 - 1.4. Occupation of the 1st Dwelling in each Phase;
 - 1.5. Occupation of the 1st Market Dwelling in each Phase;
 - 1.6. Occupation of the 100th Dwelling;
 - 1.7. Completion of the 150th Dwelling;
 - 1.8. Occupation of the 150th Dwelling;
 - 1.9. Completion of the 300th Dwelling;
 - 1.10. Occupation of the 30th Dwelling;
 - 1.11. Occupation of the 650th Dwelling;
 - 1.12. Occupation of 50% of the Market Dwellings in each Phase of the Development;
 - 1.13. Occupation of 85% of the Market Dwellings in each Phase of the Development;
 - 1.14. Occupation of 75% of the Dwellings in each Phase of the Development;
 - 1.15. Occupation of the Dwelling prior to the final 10 Dwellings in each Phase of the Development containing On-Site Open Space Land;
 - 1.16. Occupation of the Dwelling prior to the final 50 Dwellings in each Phase of the Development containing On-Site Open Space Land (and if any relevant Phase has less than 50 Dwellings Occupation of the 1st Dwelling of that Phase);

- 1.17. Occupation of the penultimate Dwelling of each Phase; and
- 1.18. Transfer of the Primary School Site

SCHEDULE FOUR
(The Contribution Payments)

1. Subject to Schedule Eleven, prior to Commencement of the Development the Owner shall pay to the Council one third (1/3) of the Community Infrastructure Contribution
2. Prior to Occupation of any Dwelling the Owner shall pay to the Council:
 - 2.1. the Solent Recreation Mitigation Partnership Contribution;
 - 2.2. one third (1/3) of the Artificial Pitch Contribution
3. Not to Commence nor permit Commencement of the Development unless and until the Owner has paid fifteen percent (15%) of the Primary Education Contribution to the County Council
4. Not to Commence nor permit Commencement of the Development unless and until the Owner has paid fifteen percent (15%) of the Secondary Education Contribution to the County Council
5. Prior to Occupation of the 1st Dwelling on the Site the Owner shall pay to the Council the Public Art Contribution PROVIDED THAT the Owner shall not be obliged to pay the Public Art Contribution if instead it delivers a Public Art Scheme in accordance with, and pursuant to, the terms of Schedule Eight
6. Not to Occupy nor permit Occupation of any Dwelling on the Site unless and until the Owner has paid twenty five percent (25%) of the Sustainable Integrated Transport Contribution to the County Council

7. Subject to Schedule Eleven, not to Occupy nor permit Occupation of more than 100 Dwellings unless and until the Owner has paid the remaining two thirds (2/3) of the Community Infrastructure Contribution to the Council
8. Not to Occupy nor permit Occupation of more than 100 Dwellings on the Site unless and until the Owner has paid a further fifty five percent (55%) of the Primary Education Contribution to the County Council
9. Not to Occupy nor permit Occupation of more than 100 Dwellings on the Site unless and until the Owner has paid a further fifty five percent (55%) of the Secondary Education Contribution to the County Council
10. Not to Occupy nor permit Occupation of more than 100 Dwellings on the Site unless and until the Owner has paid a further fifty percent (50%) of the Sustainable Integrated Transport Contribution to the County Council
11. The Owner shall pay the remaining thirty percent (30%) of the Primary Education Contribution no later than six months following the transfer of the Primary School Site to the County Council
12. Not to Occupy nor permit Occupation of more than 150 Dwellings on the Site unless and until the Owner has paid the remaining thirty percent (30%) of the Secondary Education Contribution to the County Council
13. Not to Occupy nor permit Occupation of more than 100 Dwellings on the Site unless and until the Owner has paid the Junction 8 Improvements Contribution to the County Council
14. Prior to Completion of the 150th Dwelling on the Site the Owner shall pay to the Council one third (1/3) of the Artificial Pitch Contribution

15. Prior to Occupation the 150th Dwelling on the Site the Owner shall pay to the Council the Public Open Space District Park Contribution
16. Prior to Completion of the 300th Dwelling on the Site the Owner shall pay to the Council the remaining third (1/3) of the Artificial Pitch Contribution
17. Not to Occupy nor permit Occupation of more than 300 Dwellings on the Site unless and until the Owner has paid the remaining twenty five percent (25%) of the Sustainable Integrated Transport Contribution to the County Council
18. Not to Occupy nor permit Occupation of any Dwelling within each Phase unless and until the Owner has paid the On-Site Street Tree Contribution in respect of that Phase to the Council
19. The Owner covenants to pay the Play Area Contribution, Play Area Commuted Maintenance Sum, Play Area Supervision Fee, Young Person's Facility Contribution, Young Person's Facility Maintenance Sum, Young Person's Facility Supervision Fee, On-Site Public Open Space Commuted Maintenance Sum, On-Site Public Open Space Supervision Fee and Trim Trail Contribution to the Council in accordance with the terms of Schedule Six of this Deed
20. Prior to Occupation of the 650th Dwelling on the Site the Owner shall pay to the Council the Health Facilities Contribution
21. The Owner covenants not to:
 - 21.1 Commence or cause to be Commenced the Development until the Contribution Payments referred to in Paragraph 1 ,3 and 4 of this

Schedule have been paid to the Council and the County Council (as the case may be);

- 21.2 Occupy or permit Occupation of the 1st Dwelling on the Site until the Council Contribution Payments referred to in Paragraphs 2, 5 and 6 of this Schedule have been paid to the Council and the County Council (as the case may be);
- 21.3 Occupy or permit Occupation of the 100th Dwelling on the Site until the Contribution Payments referred to in Paragraphs 7, 8, 9, 10 and 13 of this Schedule have been paid to the County Council;
- 21.4 Occupy or permit Occupation of the 150th Dwelling on the Site until the Contribution Payments referred to in Paragraphs 12 and 15 of this Schedule have been paid to the Council and the County Council (as the case may be);
- 21.5 Complete the 150th Dwelling on the Site until the Contribution Payment referred to in Paragraph 14 of this Schedule have been paid to the Council and the County Council (as the case may be);
- 21.6 Occupy or permit Occupation of the 300th Dwelling on the Site until the Contribution Payment referred to in Paragraph 17 of this Schedule has been paid to the County Council;
- 21.7 Complete the 300th Dwelling on the Site until the Contribution Payment referred to in Paragraph 16 of this Schedule has been paid to the Council;
- 21.8 Occupy or permit Occupation of any Dwelling in any Phase until the Contribution Payment referred to in Paragraph 18 of this Schedule has been paid to the Council
- 21.9 Occupy or permit Occupation of the 650th Dwelling on the Site until the Contribution Payment referred to in Paragraph 20 of this Schedule has been paid to the Council

22. The Parties acknowledge that the Community Infrastructure Contribution has been calculated on the assumption that the Development would deliver 680 x 3 bed Dwellings PROVIDED THAT:
- 22.1. No later than the earlier of: (i) Occupation of the 100th Dwelling on the Site; or (ii) following the final grant of reserved matters approval pursuant to the Planning Permission, the Owner shall submit for approval by the Council a revised calculation of the Community Infrastructure Contribution based upon the Formula and having regard to the size of Dwellings that have (at the time of submission of the calculation) the benefit of detailed consent PROVIDED THAT to the extent that any of the Dwellings forming part of the Development do not have the benefit of detailed consent at that time it shall be assumed that they are 3 bed Dwellings;
- 22.2. The Council shall determine the revised calculation ("the Approved Contribution") within 10 Working Days of receipt from the Owner pursuant to Paragraph 22.1 above;
- 22.3. If the Approved Contribution (Index Linked) is less than the Community Infrastructure Contribution then the Council shall repay to the payee the difference between the two sums within 15 Working Days of the Approved Contribution being agreed by the Parties;
- 22.4. If the Approved Contribution (Index Linked) is greater than the Community Infrastructure Contribution, then the Owner shall pay to the Council the difference between the two sums within 15 Working Days of the Approved Contribution being agreed by the Parties;
- 22.5. Any dispute between the Parties regarding the quantum of the Approved Contribution shall be determined pursuant to Clause 16 of this Deed

SCHEDULE FIVE
(Affordable Housing)

1. The Owner hereby covenants that:
 - 1.1. Unless otherwise agreed in writing by the Council, no less than 35% of the overall number of Dwellings shall be provided as Affordable Housing Dwellings
 - 1.2. Unless otherwise agreed in writing by the Council, no less than 30% (nor more than 40%) of the Dwellings in each Phase shall be provided as Affordable Housing Dwellings and subject always to the requirements of Paragraph 1.1 above
 - 1.3. Unless otherwise agreed in writing by the Council, the overall mix of the Affordable Housing Dwellings shall be 65% Rented Dwellings and 35% Intermediate Dwellings such mix to be approved by the Council's Head of Housing Services
 - 1.4. Unless otherwise agreed in writing by the Council, 3% of the Affordable Housing Dwellings shall be Wheelchair Standard Dwellings
 - 1.5. 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 standards that shall be in force by the HCA at the date of the contract being entered into in addition to any specific requirements of the Affordable Housing Provider

- 1.6. No Phase shall be Commenced unless an Affordable Housing Scheme has been submitted to, and approved in writing by, the Council in respect of that Phase
- 1.7. No approved Affordable Housing Scheme shall be amended without the further written approval of the Council
- 1.8. Each Phase shall be carried out in accordance with the approved Affordable Housing Scheme in respect of that Phase (including any amendments to it as may be approved pursuant to this Deed)
- 1.9. The Affordable Housing Dwellings shall be constructed in clusters PROVIDED THAT such clusters shall not exceed 10-15 units, unless otherwise agreed in writing by the Council
- 1.10. Not to Occupy or permit Occupation of any Market Dwelling in each Phase until a Nominations Agreement (where no such nomination rights currently exist) has been entered into between the Affordable Housing Provider and the Council in relation to the Rented Dwellings within that Phase PROVIDED THAT such Nominations Agreement shall be on terms approved by the Council
- 1.11. Unless otherwise agreed in writing by the Council, not to Occupy more than 50% of the Market Dwellings within each Phase until:
 - (a) 50% of the Affordable Housing Dwellings within that Phase have been Completed; and
 - (b) the Owner has disposed of the freehold or entered into a 125 year lease of the Affordable Housing Dwellings within that Phase to an Affordable Housing Provider

PROVIDED THAT in respect of each Phase the Owner shall use reasonable endeavours to reach an agreement with an Affordable Housing Provider for the disposal of the Affordable Housing Dwellings in that Phase based on the assumptions set out at paragraphs 76 and 77 of the Homes and Communities Agency's Affordable Homes Programme 2015 -2018 Prospectus (dated January 2014) extracts from which are at Appendix Five to this Deed

1.12. Unless otherwise agreed in writing by the Council, not to Occupy more than 85% of the Market Dwellings within each Phase until all of the Affordable Housing Dwellings within that Phase have been Completed

1.13. Any transfer of Affordable Housing Dwellings to an Affordable Housing Provider pursuant to this Schedule shall be on the following terms:

1.13.1. for an estate in fee simple in possession

1.13.2. with full title guarantee but subject to modifications as the Owner reasonably requires

1.13.3. subject to the matters specified in the Property and Charges Registers of the relevant Title Number (other than entries securing monies) as at the date of this Deed 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

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

1.13.5. 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 to be included in any transfer of the Affordable Housing Land and which are reasonably necessary having regard to the Owner's development of the remainder of the Site

- 1.14. If, after a period of 3 months, it has not been possible to reach agreement with an Affordable Housing Provider for the disposal of the Affordable Housing Dwellings within that Phase, the Owner shall notify the Council in writing accordingly
- 1.15. No later than 28 days after receiving notification pursuant to Paragraph 1.14 above, the Council may nominate an alternative Affordable Housing Provider to whom the Owner shall use reasonable endeavours to reach an agreement to dispose of the Affordable Housing Dwellings within the relevant Phase PROVIDED THAT if the Council fails to provide any nomination within the said 28 day period this Paragraph shall cease to be of any further effect and the Owner shall be entitled to act in accordance with Paragraph 1.16 below
- 1.16. If, after a period of 3 months from the date of a nomination by the Council pursuant to paragraph 1.15 above, the Owner has been unable to reach an agreement to dispose of the Affordable Housing Dwellings to the alternative Affordable Housing Provider nominated by the Council, then the Owner:
 - (a) shall within seven (7) days after the expiry of such three (3) month period give notice in writing to the Council that all offers to dispose of the Affordable Housing Dwellings within the relevant Phase to an Affordable Housing Provider have been refused; and
 - (b) may request an alternative affordable housing tenure to be provided without the need to dispose of the Affordable Housing Dwellings to an

Affordable Housing Provider for the Council's approval PROVIDED THAT no alternative affordable housing tenure may be used without the Council's written approval PROVIDED FURTHER THAT the Rented Dwellings shall still be subject to the Nominations Agreement

- 1.17. The Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing in accordance with the approved Affordable Housing Scheme
- 1.18. The restriction set out in Paragraph 1.17 above shall not apply to a mortgagee in possession or chargee in possession or to a mortgagee or chargee exercising a power of sale (or to a receiver (including an administrative 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 or on a sale to a tenant exercising their right to acquire or purchase under a statutory power or to a shared ownership or shared equity owner acquiring such percentage that will take their ownership to 100% of a property subject to a shared ownership or shared equity lease (or mortgagee in possession) or to the successors in title to such persons

SCHEDULE SIX

(On-Site Open Space Land and Play Area Land)

1. Prior to Commencement of the Development the Owner shall submit to the Council:
 - 1.1 a strategy for the phased provision of the On-Site Open Space Land and the Play Area Land for the Council's approval; and
 - 1.2 notice in writing confirming whether the Owner elects to transfer the On-Site Open Space Land and the Play Area Land (including the Play Areas) to the Council or to a Management Company
2. Not to carry out the Development otherwise than in accordance with the strategy approved pursuant to Paragraph 1 above, unless otherwise agreed in writing by the Council
3. Not to Commence each Phase until a specification ("the Approved Specification") detailing:
 - (i) the layout, landscaping and future maintenance of the On-Site Open Space Land (if any) (excluding young person's facilities to the extent that they will form part of the Play Area/Young Person's Facility Specification) and, subject to Paragraph 14 of this Schedule, the Play Area Land (if any) within that Phase; and
 - (ii) where applicable, a timetable for establishing, and a specification for, the Management Companyhas been submitted to, and approved in writing by, the Council PROVIDED THAT in the case of (ii) above the specification shall include details of

initiatives to ensure that the Management Company consults with, and has regard to, the views and/or interests of residents of the Dwellings from time to time insofar as they are relevant to the objects of the Management Company

4. Once established, to procure that the Management Company is retained in perpetuity, unless otherwise agreed in writing by the Council.
5. No later than 21 days after the establishment of the Management Company (if applicable) to provide the Council with the following details:
 - (a) the name and address of the Management Company; and
 - (b) the mechanism pursuant to which the Management Company will finance the management and maintenance of the On-Site Open Space Land and the Play Area Land (including the Play Areas)
6. Not to Occupy: (i) the last 50 Dwellings in each Phase containing the On-Site Open Space Land and the Play Area Land; or (ii) any Dwelling in a Phase containing less than 50 Dwellings, unless the On-Site Open Space Land and the Play Area Land have been laid out in accordance with the Approved Specification in respect of that Phase
7. On completion of the laying out of the On-Site Open Space Land and the Play Area Land in accordance with the Approved Specification for each relevant Phase to the satisfaction of the Council, the On-Site Open Space Land and Play Area Land in that Phase shall be maintained by the Owner to the satisfaction of the Council for a period of twelve months 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 practical thereafter) defects properly identified by the Council shall be made good by the Owner PROVIDED THAT the Council shall attend the Site for the purposes of verifying whether the On-Site Open Space Land and the Play Area Land have been completed in accordance with this Paragraph within 14 Working Days of receiving a written request from the Owner

8. On expiry of the 12 months maintenance period in respect of the On-Site Open Space Land and the Play Area Land and, subject to a satisfactory final inspection by the Council (which shall be undertaken by the Council within 14 Working Days of receiving a written request from the Owner) and prior to Occupation of the final 10 Dwellings of the relevant Phase, the On-Site Open Space Land and the Play Area Land within that Phase shall be disposed of to the Management Company or the Council (as the case may be) in accordance with the Approved Specification for that Phase on the following terms:

- 8.1. in consideration of the sum of £1.00 and subject to a covenant in favour of the Owner not to use the On-Site Open Space Land otherwise than in accordance with the Open Spaces Act 1906
- 8.2. vacant possession shall be given on completion;
- 8.3. for an estate in fee simple in possession;
- 8.4. with full title guarantee;
- 8.5. subject only to the matters specified in the title at the date of this Deed of the On-Site Open Space Land and the Play Area Land to be transferred (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 and the Play Area Land

- 8.6. with all necessary rights of access and drainage
9. Subject to Paragraph 13 below, not to Occupy or permit to be Occupied more than 75% of the Dwellings in each Phase until it has paid the On-Site Open Space Supervision Fee, the Young Person's Facility Supervision Fee and the Play Area Supervision Fee in respect of that Phase to the Council
10. In the event that the Council identifies any contamination (as defined in Part IIA of the Environmental Protection Act 1990) within the On-Site Open Space Land and/or Play Area Land prior to the date of the transfer pursuant to Paragraph 8 above then the Council shall be entitled to delay taking title to the On-Site Open Space Land and/or Play Area Land until such time as the Owner has remedied the contamination to the reasonable satisfaction of the Council
11. If the On-Site Open Space Land and the Play Area Land is transferred to the Council pursuant to this Schedule, the Owner covenants to pay to the Council the Play Area Contribution, the Young Person's Facility Contribution, the On-Site Open Space Commuted Maintenance Sum, the Play Area Commuted Maintenance Sum, the Young Person's Facility Commuted Maintenance Sum and the Trim Trail Contribution on completion of the said transfer

12. The Owner will be responsible for the Council's reasonable legal costs and disbursements properly incurred by the Council in connection with the transfer to the Council of the On-Site Open Space Land and the Play Area Land
13. For the avoidance of doubt in the event that the Owner has notified the Council in writing that it elects to transfer the On-Site Open Space Land and the Play Area Land to a Management Company then on transfer of the On-Site Open Space Land and the Play Area Land to the Management Company the contributions listed in Paragraphs 9 and 11 of this Schedule shall not be payable to the Council and Paragraph 12 shall not apply and paragraph 10 shall apply insofar as any identified contaminated land shall be remediated to the satisfaction of the Council
14. In the event that the Owner elects to transfer the On-Site Open Space Land and the Play Area Land to the Management Company then the Owner covenants as follows:
 - (a) before Commencement of the relevant Phase (within which the Play Area Land is to be provided), to submit for approval by the Council details (including a programme) of the Owner's proposed consultation with local residents in respect of the facilities to be provided in the Play Areas;
 - (b) to consult local residents in accordance with the details approved pursuant to Paragraph 14(a) above;
 - (c) no later than 4 weeks after the conclusion of the consultation pursuant to Paragraph 14(b) above, to provide the Council with details of the results of the said consultation;

- (d) no later than 12 weeks after the conclusion of the consultation pursuant to Paragraph 14(b) above, to submit for approval by the Council: (i) the Play Area/Young Person's Facility Specification; and (ii) a programme for completing the Play Areas and young person's facilities;
- (e) to equip the Play Area Land and provide the young person's facilities in accordance with the Play Area/Young Person's Facility Specification and programme approved pursuant to Paragraph 14(d) above;
- (f) to maintain the Play Area Land (including Play Areas) and Open Space Land in perpetuity and not to use other than as open space and play areas

Part II

(Playing Field Land)

1. Upon submission of the first application for reserved matters the Owner shall commission a qualified agronomist consultant (the "Consultant") experienced in football playing pitch provision to investigate the Playing Field Land, which shall include (but not be limited to):
 - (i) current soil structure and texture
 - (ii) drainage
 - (iii) levels
 - (iv) pH
 - (v) mineral and nutrient make-up of the soil
2. The Owner shall ensure that the first reserved matters application pursuant to the Planning Permission in relation to the Phase within which the Playing Field Land is to be provided includes a specification for: (i) the construction; (ii) programme of implementation (including the construction of the clubhouse within the Playing Field Land); and (iii) two (2) year maintenance plan for the Playing Field Land (and in the event that the Playing Field Land is to be retained by the Owner or transferred to a Management Company, the specification shall include details of

the ongoing future maintenance of the Playing Field Land) ("the Approved Playing Field Land Specification"), PROVIDED THAT the Approved Playing Field Land Specification shall have regard to the findings of the Consultant and shall include:

(a) the soil, nutrient and sports field grass seed mix requirements; and

(b) the design for a suitable drainage system taking into account gradients to ensure that the Playing Field Land is well drained and fit for purpose in all weather conditions

3. The Owner shall use reasonable endeavours to ensure that the Consultant (or other suitably qualified agronomist) shall project manage the provision of the Playing Field Land to Completion
4. Following Completion of the Playing Field Land the Council shall, within fourteen (14) Working Days of receiving a written request from the Owner (such request to be given to the Council's Park and Green Spaces Manager), attend the Site to inspect the Playing Field Land
5. Within ten working days of attending the Site pursuant to Paragraph 4 above the Council shall provide to the Owner written notification:
 - (a) that the Playing Field Land within the relevant Phase has been Completed to its satisfaction in accordance with the terms of this Deed ("Stage One Notification"); or
 - (b) of those defects properly identified in relation to the Playing Field Land within the relevant Phase
6. On the receipt of the notification pursuant to Paragraph 5(b) above, the Owner shall make good those defects properly identified by the Council following

which the steps in Paragraphs 4 and 5 above shall be repeated in respect of the relevant Phase until the Owner receives Stage One Notification

7. The Playing Field Land shall be maintained by the Owner to the reasonable satisfaction of the Council for a period of two (2) years commencing on the date of the Stage One Notification PROVIDED THAT in the event the Council decides to bring the Playing Field Land into use prior to the expiry of the two (2) years maintenance period, the Council shall be responsible for the costs associated with maintaining the Playing Field Land until it is transferred to the Council pursuant to Paragraph 10 below
8. Subject to Paragraph 7 above, on expiry of the two (2) years maintenance period, the Council shall undertake a final inspection of the Playing Field Land within fourteen (14) Working Days of receipt of a written request to do so from the Owner and shall issue a final notification of Completion ("Second Stage Notification") provided that all defects that become apparent during the maintenance period have been remedied
9. During the maintenance period the Owner shall ensure that:
 - (i) all grass is cut regularly;
 - (ii) re top-dressed;
 - (iii) bare patches seeded;
 - (iv) the drainage system is fully working;
 - (v) no stones or debris have worked their way to the surface;

- (vi) a herbicide application regime is in place; and
- (vii) an approved Autumn/Winter and Spring/Summer fertilizer is applied each year

10. Upon receiving Second Stage Notification from the Council, the Owner shall transfer the Playing Field Land to the Council or to the Management Company on the following terms:-

- 10.1 the transfer of such shall be for nil consideration
- 10.2 vacant possession shall be given on completion;
- 10.3 for an estate in fee simple in possession;
- 10.4 with full title guarantee;
- 10.5 subject to the matters specified in the title of the Playing Field Land to be transferred as at the date of this Deed (other than entries securing monies) and the terms of this Deed so far as the same relate to and affect the Playing Field Land;
- 10.6 with all necessary rights of access and drainage; and
- 10.7 subject to any easements wayleaves covenants and rights
- 10.8 save as expressly provided for in this Deed there shall not be conferred on the Council or the Management Company (as the case may be) by implication of law or otherwise any easement, right or privilege of any kind in respect of the remainder of the Site (or any part of it)

PROVIDED THAT if the Owner offers to transfer the Playing Field Land to the Council the Council retains the right to refuse to accept such transfer of the Playing Field Land

11. The Owner covenants:

- 11.1 not to use the Playing Field Land other than as playing fields
- 11.2 to maintain the Playing Field Land in accordance with the Approved Playing Field Specification in perpetuity;

11.3 to provide a covenant within any transfer of the Playing Field Land restricting the use to playing fields

12. The Owner will be responsible for the Council's reasonable legal costs and disbursements properly incurred by the Council in connection with a transfer to the Council of the Playing Field Land

13. Should any dispute arise in connection with Part II of this Schedule, it shall be determined in accordance with Clause 16 of this Deed

SCHEDULE SEVEN
(Highway Works)

Part 1 – Off Site Highway Works

The Owner covenants with the County Council as follows:

1. Not to Commence nor permit Commencement of the Development unless and until it has entered into a Highway Works Agreement with the County Council for the Winchester Road Roundabout Access Works as per the approved Highway Works Specification
2. Not to Occupy nor permit Occupation of the Development unless and until it has entered into a Highway Works Agreement with the County Council for the Shamblehurst Lane North Works and the Winchester Road/Bubb Lane/Snakemoor/Botley Road Roundabout Works as per the approved Highway Works Specification
3. Not to Occupy nor permit Occupation of any part of the Development on the South Land unless and until it has entered into a Highway Works Agreement with the County Council for the Winchester Road Pedestrian/Cycle Access Works as per the approved Highway Works Specification
4. The Owner shall at its own expense carry out and complete the Off Site Highway Works in a good and workmanlike manner in accordance with the Highway Works Agreements
5. The Owner shall not Occupy or permit Occupation of any Dwelling on the Site unless and until the Winchester Road Roundabout Access Works have been completed to Completion Certificate Standard

6. The Owner shall not Occupy nor permit Occupation of more than 150 Dwellings on the Site unless and until the Shamblehurst Lane North Works have been completed to Completion Certificate Standard
7. The Owner shall not Occupy nor permit Occupation of more than 300 Dwellings on the Site unless and until the Winchester Road/Bubb Lane/Snakemoor Lane/Botley Road Roundabout Works have been completed to Completion Certificate Standard
8. The Owner shall not Occupy nor permit Occupation of any part of the Development on the South Land unless and until the Winchester Road Pedestrian/Cycle Access Works have been completed to Completion Certificate Standard subject to obtaining planning permission for the Winchester Road Pedestrian/Cycle Access Works PROVIDED THAT the Owner shall use reasonable endeavours to obtain such planning permission before Commencement of the Development on the South Land

Part 2 – Bus Access Restrictor

The Owner covenants with the County Council as follows:

1. Not to Commence nor permit Commencement of the Development unless and until the Bus Access Restrictor Proposals have been submitted to and approved by the County Council in writing (such approval not to be unreasonably withheld)
2. Not to Occupy nor permit Occupation of the Development unless and until the Bus Access Restrictor Security Bond has been provided to the County Council

3. Not to Occupy nor permit Occupation of more than 150 Dwellings on the Site unless and until the Bus Access Restrictor Works have been completed to the complete satisfaction of the County Council and to thereafter retain maintain repair renew and replace as necessary the Bus Access Restrictor in perpetuity at its own cost and to the complete satisfaction of the County Council (acting reasonably)
4. If within six years of Occupation of more than 150 Dwellings on the Site or within two years of Occupation of more than 600 Dwellings on the Site (whichever is the later), in the reasonable opinion of the Director the Owner fails to implement the Bus Access Restrictor Works or meet its obligations under this Schedule Seven part 2, then the surety shall pay to the County Council on demand such sum as may be certified by the Director (acting reasonably) to be required up to the amount of the Bus Access Restrictor Security Bond for the County Council to use towards:
 - a. works expected to remedy the failure to deliver the Bus Access Restrictor; and/or
 - b. the cost of taking enforcement action to implement the Bus Access Restrictor; and/or
 - c. implementation of the Bus Access Restrictor Works; and/or
 - d. monitoring the use and operation of the Bus Access Restrictor; and/or
 - e. implementing additional measures should monitoring identify that such are reasonably necessary
5. At its own expense to monitor the use and operation of the Bus Access Restrictor in accordance with a methodology to be agreed by the County Council as part of the Bus Access Restrictor Proposals

6. Within 6 months of completion of the Shamblehurst Lane North Works and every six months thereafter for a continuous period of five years to submit to the County Council a Bus Access Restrictor Report
7. If following submission of any Bus Access Restrictor Report the County Council (acting reasonably) considers that additional measures are necessary to ensure the overall effectiveness of the Bus Access Restrictor then the County Council shall convey this to the Owner in writing as soon as reasonably practicable
8. Within 6 months of receipt of written notification in accordance with Paragraph 7 hereof the Owner shall at its own cost submit in writing to the County Council for its approval proposals for additional measures which shall be broadly in line with the Bus Link Options Appraisal and which shall have the overall aim of improving the effectiveness of the Bus Access Restrictor
9. Once approved by the County Council pursuant to Paragraph 8 above, the Owner shall at its own cost implement the measures within 6 months of such approval and thereafter shall maintain renew replace and repair such measures at its own cost in perpetuity
10. In the event that the Owner fails to carry out or complete any of its obligations under Schedule Seven part 2 within 6 months of approval by the County Council then the County Council shall be at liberty to implement the additional measures and recover the full cost of doing so from the surety under the Bus Access Restrictor Security Bond PROVIDED THAT the Bus Access Restrictor Security Bond shall be deemed to be discharged (without any further act by the Parties) upon the date which is six years following Occupation of more than 150 Dwellings on the Site or two years following Occupation of more than 600 Dwellings on the Site (whichever is the later) SAVE FOR the costs associated

with any pre-existing action (as at that date) that is being pursued by the County Council pursuant to this Paragraph

11. The Owner hereby grants and gives authority to the County Council (and its servants agents and licensees) at any time with or without machinery to enter the Site at all reasonable times to remedy each and every failure on the part of the Owner to meet its obligations under this Schedule Seven for the benefit of the adjoining highway

SCHEDULE EIGHT

(Public Art)

1. The Owner covenants not to Occupy nor permit Occupation of any Dwelling until:
 - 1.1. the Owner has confirmed to the Council in writing whether it elects to:
 - (i) provide the Public Art on the Site (in which case all obligations in this Schedule which are expressed to apply to the Council or its officers shall be construed to be obligations on the part of the Owner and for the avoidance of doubt the Public Art shall be provided to the value of the Public Art Contribution (including all reasonable costs incurred in: establishing, managing and operating the Public Art Steering Group; preparing, settling and implementing the Public Art Scheme; and commissioning the Artist)); or (ii) pay the Public Art Contribution to the Council (in which case it shall pay the Public Art Contribution in accordance with Schedule Four); and
 - 1.2 a representative of the Owner has been nominated for the Public Art Steering Group and the Public Art Officer has been informed of the contact details of the nominated representative
2. Within three (3) months of first Occupation of the Development the Council shall establish a Public Art Steering Group to oversee the implementation of the Public Art

3. Within three (3) months of the establishment of the Public Art Steering Group the Public Art Officer shall prepare the Public Art Scheme and submit it for approval by the Public Art Steering Group
4. The Owner 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 with not less than two Working Days' notice
5. The Owner and the Public Art Officer shall procure that the Public Art Steering Group complete the Public Art in accordance with the approved Public Art Scheme

SCHEDULE NINE

(Travel Plan)

The Owner hereby covenants with the County Council:

1. Not to Occupy any part of the Development until the Travel Plan Sum has been paid to the County Council and further to notify the County Council that such payment has been made with 14 days of such payment
2. Not to Occupy any part of the Development for a period of more than one year until the Travel Plan has been submitted to and approved by the County Council (such approval not to be unreasonably withheld or delayed)
3. Not to amend the approved Travel Plan without the further approval of the County Council
4. Not to carry out or operate the Development otherwise than in accordance with the Framework Travel Plan and the approved Travel Plan (including any amendments to it that are approved pursuant to this Deed)
5. In the event that the County Council declines to approve the Travel Plan to submit a revised Travel Plan as requested by the County Council to the County Council within a further period of one month from receipt by the Owner of the County Council's notification of the Travel Plan not being acceptable and the revised Travel Plan shall address the County Council's reason for refusal. This process shall be repeated as often as necessary until the Travel Plan is approved in writing by the County Council
6. Not to Occupy or permit occupation of any part of the Development until appointing and funding a suitably qualified Travel Plan co-ordinator(s) with the

responsibilities and duties set out in the Framework Travel Plan and to ensure that the County Council is notified of the identity of the Travel Plan coordinator(s) immediately following their nomination and that any changes in their nomination or responsibilities are notified to the County Council immediately

7. To ensure that any changes in the identity of the Travel Plan coordinator or his/her responsibilities are notified to the County Council immediately and to retain the Travel Plan coordinator for a continuous period of whichever is the later in time of:

7.1. The completion of the Development; or

7.2. Five (5) years from the Occupation of any Dwelling upon the Development.

8. Not to Occupy nor permit Occupation of any part of the Development unless and until it has provided the Travel Plan Bond to the County Council

9. If within five years of Occupation of the Development (or any part thereof) in the reasonable opinion of the Director the Owner fails to implement and/or comply with any and/or all of the agreed measures/targets as detailed within the Travel Plan the County Council shall be at liberty to use the Travel Plan Bond towards:

9.1. works expected to remedy the failure to achieve the agreed measures/targets;

and/or

9.2. the cost of taking enforcement action to achieve the agreed measures/targets;

and/or

9.3. implementation of the agreed measures/targets; and/or

9.4. such alternative measures as the Director in his absolute discretion determines will achieve the overall aims of the Travel Plan

and for the avoidance of doubt the Owner hereby consents to the County Council (and its servants agents and licensees) to entering the Site at all reasonable times to remedy any and/or all of the agreed measures/targets to achieve implementation of the Travel Plan PROVIDED THAT the Travel Plan Bond shall be deemed to be discharged (without any further act by the Parties) upon the date which is five years from first Occupation of the Development SAVE FOR the costs associated with any pre-existing action (as that date) that is being pursued by the County Council pursuant to any of sub-Paragraphs 9.1-9.4 above

10. Once approved by the County Council to implement the Travel Plan in accordance with the programme of implementation set out in the Travel Plan
11. To produce and submit to the County Council the Performance Report in respect of the Travel Plan (which shall include as appropriate the remedies required as set out in the Travel Plan) for approval in writing in respect of the Development in accordance with the Travel Plan. In the event that the Performance Report is submitted which does not in the opinion of the County Council achieve the objectives and/or targets of the Travel Plan to submit proposals and/or remedies to the County Council in writing for the County Council's approval. This process shall be repeated as often as necessary until such revised proposals and/or remedies to the Travel Plan are approved by the County Council
12. To implement the Travel Plan and any modifications arising from the Performance Report approved in writing by the County Council
13. To submit a copy of any modified Travel Plan (following the Performance Report or otherwise) approved by the County Council

SCHEDULE TEN
(Primary School Site)

Primary School Site - Site Transfers

The Owner hereby covenants with the County Council:

1. Not to Commence nor permit the Commencement of the Development unless and until it has carried out at its own expense and provided the County Council with copies of all environmental contamination ecological archaeological geotechnical and other surveys undertaken by anyone by or on behalf of the Owner in respect of the Primary School Land with details of the results of the surveys the recommendations for action and a programme for implementation of such actions
2. Not to Commence nor permit the Commencement of the Development unless and until it has submitted to the County Council for approval details of the design of the Services, Service Conduits, and the Temporary Services to be provided for the Primary School Site and those parts of the Site immediately adjacent to (or impacting upon the design of) the Primary School Site such details to include but not be limited to highways (carriageways road alignment levels footways and lighting) drainage (levels capacity connections invert levels and flood/storm water strategy) and mains supplies (gas water electricity and communications)#
3. Not to Commence nor permit the Commencement of the Development unless and until it has submitted to the County Council for approval a plan identifying the Primary School Land and the Primary School Additional Land such plan will be deemed to be approved should the County Council not respond within 28 days of receipt

4. At any time within a period of ten (10) years from Commencement of the Development the County Council may serve a notice on the Owner such notice shall request transfer of the Primary School Additional Land and include the Primary School Additional Land Value together with all supporting calculations and methodology
5. Within three (3) months of receipt of the notice pursuant to Paragraph 4 the Owner shall serve a counter-notice on the County Council either accepting the Primary School Additional Land Value set out in the County Council's notice or notifying the County Council of its assessment (including all supporting calculations and methodology) of the Primary School Additional Land Value
6. In the event that the Owner submits an alternative Primary School Additional Land Value pursuant to Paragraph 5, for a further period of up to three (3) months from receipt by the County Council of the counter-notice the Owner and the County Council shall each use reasonable endeavours to agree the Primary School Additional Land Value
7. If the Owner and the County Council cannot agree the Primary School Additional Land Value an independent land valuer or surveyor of not less ten (10) years relevant experience shall be appointed jointly by the Owner and the County Council and in the absence of agreement shall be appointed by the President of the Royal Institution of Chartered Surveyors upon application by either the Owner or the County Council
8. Any appointment pursuant to Paragraph 7 shall be on the same terms as set out in clause 16.3 of this Deed unless otherwise agreed by the Owner and the County Council
9. Unless otherwise agreed, the Primary School Additional Land shall be transferred to the County Council on the same terms (where applicable) as the

Primary School Land within one (1) month of the Primary School Additional Land Value being agreed or determined

10. At any time after the Commencement of the Development at the County Council's request to grant to the County Council and its contractors consultants servants and agents (upon receipt of not less than five (5) Working Days written notice, unless a shorter period can be agreed) access to the Primary School Site for the purpose of undertaking surveys and site investigations (including soil tests) provided always that the Owner shall be entitled to refuse to grant access if in their reasonable opinion such access would disrupt the Development and in such instances the Owner shall provide written notice to the County Council of when such an undertaking survey or site investigation (including soil tests) can be carried out
11. To notify the County Council prior to any negotiations with telecommunications and data communications providers which may serve the Primary School Site affording the County Council a reasonable amount of time to provide its representations and to take due account of any such reasonable representations made by the County Council and to ensure that Services and Service Conduits for telecommunications and data communications are fully compatible with the reasonable requirements of the County Council
12. Prior to the transfer of the Primary School Land and/or the Primary School Additional Land (as the case may be) (and at its own expense):
 - 12.1. to carry out and complete the mitigation measures and recommendations detailed in the environmental statement in respect of the Primary School Land and/or the Primary School Additional Land (as the case may be) and any parts of the Site immediately adjacent to (or otherwise impacting on the design of) the Primary School Land and/or the Primary School

Additional Land (as the case may be) to the reasonable satisfaction of the County Council;

- 12.2. to carry out any environmental contamination remediation scheme reasonably required by the County Council (such remediation to take account of the future use of the Primary School Land and/or the Primary School Additional Land (as the case may be) and also the Primary School Land and/or the Primary School Additional Land (as the case may be) levelling required in accordance with paragraph 12.6 hereof to enable use as a Primary School) and to carry out and complete the actions recommended in any of the reports in Paragraph 1 of this Schedule in accordance with the programme for implementation in respect of the Primary School Land and/or the Primary School Additional Land (as the case may be) and any parts of the Site immediately adjacent to or otherwise impacting upon the Primary School Land and/or the Primary School Additional Land (as the case may be) to the reasonable satisfaction of the County Council;
- 12.3. to carry out and complete any programme of archaeological work reasonably required and approved by the County Council in respect of the Primary School Land and/or the Primary School Additional Land (as the case may be) and any parts of the Site immediately adjacent to or otherwise impacting upon the Primary School Land and/or the Primary School Additional Land (as the case may be) to the reasonable satisfaction of the County Council;
- 12.4. to procure the removal of any unexploded ordnance on the Primary School Land and/or the Primary School Additional Land (as the case may be) or shall provide within the transfer of the Primary School Land

and/or the Primary School Additional Land (as the case may be) that it will remain responsible for the full costs of procuring such removal post transfer to the County Council together with any proper and reasonable costs incurred or to be incurred by the County Council in providing temporary accommodation (if reasonably necessary) should removal of such ordinance take longer than 24 hours and any proper and reasonable costs associated with the extension of construction of the Primary School;

- 12.5. to provide at its own expense a gravity connection to a foul sewer system (which may initially be connected to a temporary sewer) of sufficient capacity to serve a Primary School of 2FE size and the location of such foul sewer system to be agreed with the County Council;
- 12.6. following completion of the obligations contained within Paragraphs 12.1 to 12.5 (inclusive) to clear and level with adequate topsoil the Primary School Land and/or the Primary School Additional Land (as the case may be) and leave free from any features (save for any access and egress points to be agreed with the County Council) which would prevent or restrict its development or use as a Primary School (including existing trees and hedges and ditches only insofar as they prevent or restrict its development or use as a Primary School) to the reasonable satisfaction of the County Council;
- 12.7. to enter into a Highway Works Agreement in relation to the Permanent School Access;
- 12.8. to provide the Temporary Services and the Temporary School Access to the reasonable satisfaction of the County Council; and

12.9. to provide official copies of the title to the Primary School Land and/or the Primary School Additional Land (as the case may be) to the County Council

13. Not to Occupy nor permit the Occupation of more than 100 Dwellings unless and until it has transferred the Primary School Land to the County Council on the following terms:

13.1. the transfer of the Primary School Land shall be for ONE POUND (£1.00);

13.2. the Owner shall have complied with the obligations in this Schedule together with the right for the purchaser to use the following where available:

- (i) the Services;
- (ii) Service Conduits;
- (iii) the Permanent School Access; and

if not available:

- (iv) the Temporary Services; and
- (v) the Temporary School Access;

13.3. The transfer of the Primary School Land shall be subject to:

13.3.1. the matters specified in the title registers (as at the date of the transfer) of the title of the Primary School Land (other than financial charges) and the terms of this Deed so far as the same relate to and affect the land to be transferred;

13.3.2. any incumbrances;

13.3.3. any wayleaves, easements, covenants and rights over, on or under in respect of such land as may exist at the date of the transfer

SAVE FOR any entries which would materially adversely affect the development and use of the Primary School Land for its intended use (such entries to be released and

cleared by the Owner at its own expense prior to the transfer) AND from the date of the transfer the County Council will perform the covenants and obligations contained in the property and charges register of the title to the Primary School Land and shall indemnify the Owner in respect of the same

- 13.4. The transfer shall be together with and subject to such rights, covenants, restrictions, declarations, agreements and other matters reasonably required by the Owner to be included in any transfer of the Primary School Land and which are reasonably necessary having regard to the Owner's development of the remainder of the Site;
- 13.5. On the School Transfer Date, the Owner will grant (at no cost to the County Council) any rights, easements, wayleaves, consents, agreements or other matters as may be reasonably required by the County Council and/or utility provider companies and agreed by the Owner (acting reasonably) over such parts of the Site as are reasonably required for the development and use of the Primary School Land for its intended purpose or by any provider of Services to the Primary School Land to enable the continued and uninterrupted provision of the Services and any disagreement or dispute between the Owner and the County Council relating to such rights shall be referable by either party to the Independent Person for determination pursuant to clause 16 of this Deed
- 13.6. Save as expressly provided for in this Deed there shall not be conferred on the County Council by implication of law or otherwise any easement, right or privilege of any kind in respect of the remainder of the Site (or any part of it);

- 13.7. Any disagreement or dispute between the Owner and the County Council relating to the terms of the transfer of the Primary School Land shall be referable by either party to the Independent Person for a determination pursuant to clause 16 of this Deed

Primary School - Delivery of Serviced Site

14. To procure and ensure that the Primary School Land has the Temporary School Access and Temporary Services to the reasonable satisfaction of the County Council on the School Transfer Date.
15. No later than nine (9) months after the School Transfer Date to ensure that:
- 15.1. the Primary School Site is permanently Serviced Land;
 - 15.2. all Services and Service Conduits (which may be via telephone or by means of standard copper or fibre technologies) are provided to the Primary School Site boundary and in locations agreed by the County Council save that in the event that such Services or Service Conduits are not available due to an ongoing requirement to negotiate and work with statutory undertakers then provided such negotiations are being reasonably pursued and that any temporary provision is sufficient to permit safe occupation and use of the Primary School the non-provision of such services at this point shall not amount to a breach of covenant
16. To maintain or procure the maintenance of the Temporary Services and/or Services and Service Conduits serving the Primary School Site at its own expense and where necessary renew and replace them to the reasonable satisfaction of the County Council until the School Transfer Date or until the Services have been installed or until the relevant statutory undertaker has assumed responsibility for maintenance repair and renewal (whichever is the

later) or in the case of foul and surface water drainage until the same have been adopted by the relevant statutory undertaker

17. To maintain the Temporary School Access at its own expense so that it can be safely used by construction traffic accessing the Primary School Land until the Permanent School Access has been completed to Completion Certificate Standard
18. No later than nine (9) months after the School Transfer Date to complete the Permanent School Access to Completion Certificate Standard in accordance with the terms of the Highway Works Agreement and further to ensure that the Permanent School Access is safe for use by pedestrians, cyclists and mechanically propelled vehicles for all purposes and at all times to the complete satisfaction of the County Council (acting reasonably)
19. No later than nine (9) months after the School Transfer Date to provide all reasonable voice telecommunications and data services and Service Conduits to the Primary School Site boundary by means of technologies meeting the industry accepted standard in force at the School Transfer Date and in locations agreed by the County Council and compatible with the reasonable requirements of the County Council

Agreement and declaration in respect of the Primary School Site

20. The County Council and the Owner and the Developer agree the following provisions in respect of the Primary School Site:
 - 20.1. The Primary School Site is to comprise not less than 2 hectares and shall be transferred with adequate topsoil and be capable of being developed for use as a Primary School and shall for the avoidance of doubt not be

within the one hundred (100) year plus twenty percent (20%) climate change flood plain

- 20.2. The County Council shall not use or permit the Primary School Site to be used for anything other than educational purposes and community facilities for a period of forty (40) years from the School Transfer Date
- 20.3. The County Council shall not commence the construction of the Primary School unless and until details and programme of implementation of SUDS for the Primary School Site have been approved by the Council or the SUDS Drainage Board or other appropriate authority and shall not bring the Primary School into use until such SUDS have been provided in accordance with the approved details and programme of implementation.
- 20.4. If the construction of the Primary School does not commence on the Primary School Site within ten (10) years of the School Transfer Date the County Council will transfer the Primary School Site to the relevant Owner at no cost to the said Owner on the same terms *mutatis mutandis* as detailed in the form of the transfer to the County Council of the Primary School Site (and as may be the subject of further amendments agreed between the parties acting reasonably) save that there shall be no restriction on the use of the Primary School Site
- 20.5. In the event that the Owner fails to transfer the Primary School Land in accordance with the obligation contained within Paragraph 13 of this Schedule resulting in delay in the provision of the Primary School and as a result the County Council provides evidence that temporary primary school provision is required to meet the need arising from the Development before such time as the Primary School is completed then the Owner shall pay to the County Council the cost of such temporary

provision within 28 days of written demand (such figure to be determined by the County Council acting reasonably and being the actual cost incurred by providing the temporary provision) save that this obligation shall cease eighteen (18) months following the School Transfer Date

SCHEDULE ELEVEN
(Community Building)

1. Prior to Commencement of the Development, the Owner shall serve notice on the Council confirming whether it elects to provide the Community Building or pay the Community Infrastructure Contribution
2. In the event that the Owner elects to provide the Community Building, the Owner shall:
 - 2.1 prior to Commencement of the Development provide a specification for the Community Building to the Council for its approval ("the Approved Community Building Specification")
 - 2.2 not Occupy nor permit to be Occupied 300 Dwellings unless and until the Community Building has been Completed and is available for use in accordance with the Approved Community Building Specification
3. Upon Completion of the Community Building the Owner shall grant to the Council (including its servants and agents) a licence to enter upon such part of the Site as is reasonably required for full access and use of the Community Building such licence to expire upon the transfer of the Community Building pursuant to Paragraph 4 of this Schedule
4. The Owner covenants not to Occupy nor permit to be Occupied more than 350 Dwellings unless and until the Community Building has been transferred to the Council on the following terms:-

- 4.1 all building and health and safety checks shall have been carried out;
 - 4.2 transfer for nil consideration;
 - 4.3 vacant possession shall be given on completion;
 - 4.4 for an estate in fee simple in possession;
 - 4.5 with full title guarantee;
 - 4.6 subject to the matters specified in the Property and Charges Registers of the title of the Community Building to be transferred (other than entries securing monies) as at the date of this Deed and the terms of this Deed so far as the same relate to and affect the land to be transferred but otherwise free from encumbrances
 - 4.7 with unencumbered vehicular and pedestrian rights of access and all necessary rights of way;
 - 4.8 with the land and building fully serviced and the transfer to include all necessary rights of service;
 - 4.9 subject to any wayleaves easements covenants and right over on or under in respect of such land as may exist at the date of the transfer;
 - 4.10 together with and subject to such other rights covenants restrictions declarations agreements and other matters reasonably required by the transferor to be included in any transfer of the Community Building and which are reasonably necessary having regard to the transferor's development of the remainder of the Site
 - 4.11 save as expressly provided for in this Deed there shall not be conferred on the Council by implication of law or otherwise any easement, right or privilege of any kind in respect of the retained land (or any part of it)
- together with collateral warranties executed in favour of the Council from all persons with a design responsibility for the Community Building and the contractor/s of such works

- 5 To pay the Council's reasonable legal costs and disbursements incurred by the Council in connection with the transfer to the Council of the Community Building
- 6 In the event that the Owner elects not to provide the Community Building then prior to Commencement of the Development the Owner covenants to transfer the land to be provided for the Community Building to the Council on the terms of Paragraphs 4 and 5 above
- 7 If the Community Building is provided by the Owner in accordance with this Schedule then the Community Infrastructure Contribution shall not be payable to the Council
- 8 On receipt of the specification for the Community Building pursuant to Paragraph 2 above, the Council may (but shall not be obliged to) propose details of improvements or enlargement of the Community Building such improvements or enlargement to be at the Council's own cost and in such case the Owner shall engage proactively with the Council and shall use its reasonable endeavours to agree the revised specification for the Community Building with the Council together with the mechanism for payment of additional funds by the Council

SCHEDULE TWELVE

(Other Obligations)

Health Care/Retail

1.The Owner covenants:

1.1 On or prior to submission of the first application for reserved matters approval pursuant to the Planning Permission, to submit to the Council for its approval a scheme for the possible future provision of retail and community healthcare use on the Site which shall accord with the requirements of Paragraph 1.2 below PROVIDED THAT for the avoidance of any doubt the Owner shall be under no positive obligation to provide any quantum of retail and/or community healthcare use pursuant to the Planning Permission

1.2 To make available and market that part of the Site identified in the scheme approved pursuant to Paragraph 1.1:

1.2.1 for retail use for a period of 10 years as from the date of the approval of the scheme; and

1.2.2 for community healthcare use for a period of 5 years from the date of approval of the scheme only for use as a GP surgery and from the end of this period for a further 5 years (i.e. being a total, aggregate period of 10 years from the date of approval of the scheme) for a wider community healthcare use but not excluding use as a GP Surgery unless otherwise agreed in writing by the Council

Phasing

- 1.3 Prior to Commencement of the Development the Owner shall submit to the Council for its approval a phasing plan setting out each Phase of the Development
- 1.4 Not to amend the approved phasing plan without the further approval of the Council
- 1.5 Not to carry out the Development otherwise than in accordance with the approved phasing plan (as may be amended from time to time pursuant to this Deed)

Station User Car Park

- 1.6 Not to Occupy any Dwelling until an implementation strategy and management plan for the Station User Car Park has been submitted to, and approved in writing by, the Council
- 1.7 Not to Occupy more than 350 Dwellings until the Station User Car Park has been provided in accordance with the management plan approved pursuant to paragraph 1.6 above
- 1.8 Once it has been provided, to maintain the Station User Car Park in good condition in accordance with the approved management plan and the charges for use of the Station User Car Park shall be broadly consistent with those in operation at the existing Hedge End railway station car park

Botley Footpath 1

- 1.9 Not to Occupy any Dwelling until the Owner has undertaken such actions as are necessary in order to lawfully permit the use of Botley Footpath 1 by

cyclists (in addition to pedestrians) and subsequently to permit such use in perpetuity

APPENDIX ONE
FRAMEWORK TRAVEL PLAN



BOORLEY GARDENS, HEDGE END

FRAMEWORK TRAVEL PLAN

**Client: Gleeson Strategic Land, Welbeck Land &
Miller Homes Strategic Land**



i-Transport

FRAMEWORK TRAVEL PLAN

BOORLEY GARDENS, HEDGE END

**Client: Gleeson Strategic Land, Welbeck Land
& Miller Homes Strategic Land**

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SECTION 1 INTRODUCTION

1.1 Introduction

1.1.1 The Consortium (Gleeson, Miller and Welbeck) submitted a planning application for a large-scale residential-led development at Boorley Gardens, Boorley Green in 2015. i-Transport LLP has been appointed to provide transport and highways advice for the proposal.

1.1.2 The description of the proposed development is below:

"Outline application for up to 680 residential units, mixed use comprising of retail and/or community/healthcare use, land for two form entry primary school, formal and informal open space and sports pitches. New access off Winchester Road, associated onsite roads, infrastructure and footpaths/cycleways. Detailed matters for determination access (all other matters reserved)"

1.1.3 The National Planning Policy Framework (NPPF) and Planning Practice Guidance (PPG) requires a Travel Plan to be submitted alongside proposals for developments that are likely to result in a significant travel demand.

1.1.4 Hampshire County Council (HCC) is the local highway authority and has issued its Guidance on Development Related Travel Plans (2009) which identifies a travel plan is required for all developments exceeding 100 dwellings. In line with this requirement, and to ensure that opportunities for sustainable travel are taken up, this Framework Travel Plan (FTP) has been produced and will be implemented in association with the development.

1.2 Site Location and Context

1.2.1 The site is located on the western edge of Boorley Green, Hampshire, and to the north-east of Hedge End. The site is bounded to the north by undeveloped fields, to the east by the B3354 Winchester Road, to the south by the railway line and to the west by Shamblehurst Lane North. A site location plan is included as Figure T4.

1.2.2 To the west of Winchester Road planning consent has been granted for the development of the former golf course site to deliver 1,400 dwellings along with a primary school, employment uses, and a local centre.

1.3 Scope of Framework Travel Plan

1.3.1 This FTP has been developed having regard to HCC's Guide to Development Related Travel Plans guidance document (January 2009) and presents a comprehensive strategy to encourage sustainable travel at the development, and in the wider local area of Boorley Green and Hedge End.

1.3.2 Future travel patterns of residents at the Boorley Gardens site are not yet known and the planning application is submitted in outline form only (with all matters reserved except access). This FTP is therefore informed by the outcomes of the Transport Assessment work and includes objectives, a monitoring and evaluation strategy and a programme for developing and submitting the full travel plan in line with this framework document.

1.4 Structure of Framework Travel Plan

1.4.1 The remainder of this FTP is structured as follows:

- Section 2 provides background information on the development proposal;
- Section 3 considers the existing accessibility of the site by walking, cycling and public transport alongside the existing travel characteristics of the local area;
- Section 4 sets out the policy background and provides aims and objectives for the FTP;
- Section 5 sets targets for the FTP;
- Section 6 describes the infrastructure measures that will be provided to encourage non-car mode travel to the site and to manage travel demand;
- Section 7 sets out the 'soft' measures that will be provided to encourage residents to travel to the site by sustainable modes;
- Section 8 describes how the FTP will be marketed and promoted;
- Section 9 provides a strategy for the management of the FTP; and
- Section 10 outlines how the FTP will be monitored to ensure that it is achieving the target.

SECTION 2 BACKGROUND

2.1 Development Proposal

2.1.1 The development proposal is for a mixed use scheme comprising:

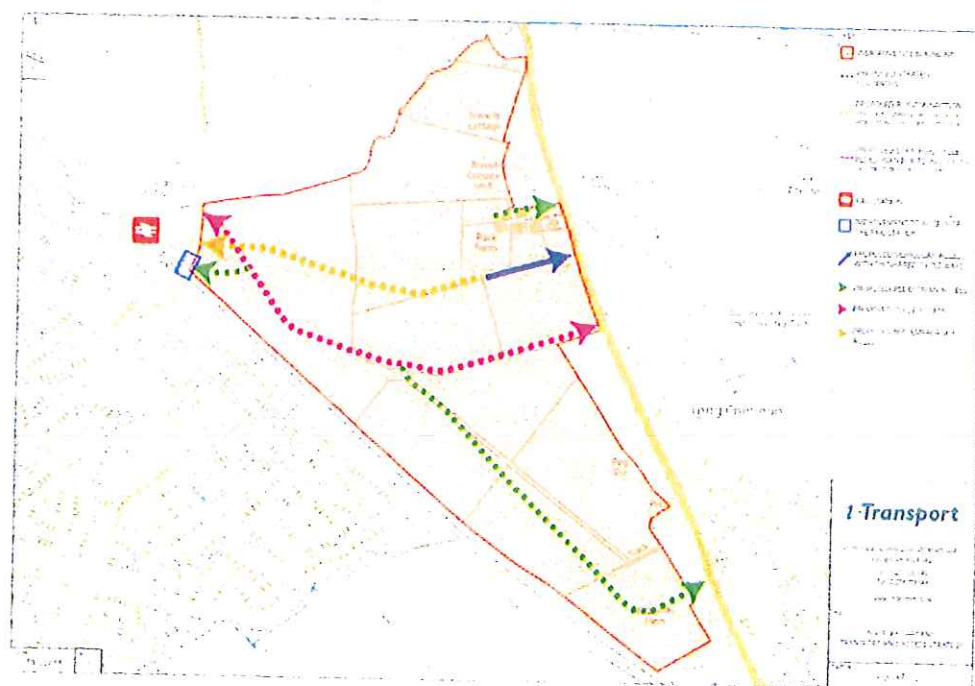
- Up to 680 residential dwellings;
- A Primary School;
- A Neighbourhood Centre comprising retail and or community uses;
- Open Space;
- A 100 space Station User Car Park; and
- Sports Pitches.

2.1.2 The proposal is shown on the illustrative site layout plan included at Appendix A.

2.2 Site Access

2.2.1 To provide a co-ordinated and integrated access strategy to serve the development, an access strategy has been developed which is presented on Figure T8 (Image 2.1):

Image 2.1: Site Access Strategy



Vehicular Access

- 2.2.2 It is proposed to access the site from a new three-arm roundabout to the B3354 Winchester Road from which all of the development will be served (aside from the western station user car park). A roundabout design has been produced in accordance with relevant design standards and which provides shared footway and cycleway facilities on each approach. The proposed access is located some 300m south of the site access roundabout to the permitted North East Boorley Green (NEBG) development to the north east of the site and will provide connections to the site and its associated walking and cycling facilities.
- 2.2.3 A bus link is proposed to Shamblehurst Lane North at the west of the site. This is provided to enable bus services to travel between the Winchester Road and Shamblehurst Lane North corridors, connecting the NEBG Site, Boorley Gardens and Boorley Green to the rail station and Hedge End beyond.
- 2.2.4 The western access will also serve to access the western section of the station user car park, whereas the eastern car park will be served through the development's estate roads. This strategy will allow a dispersal of development trips and a choice of routes for commuters seeking to access station parking.
- 2.2.5 In order to ensure that development traffic cannot access onto Shamblehurst Lane North, a bus only link will be provided which is likely to be supported by a barrier access system as required. The detail of this system will be determined when the reserved matters applications are presented.

Pedestrian Access

- 2.2.6 Pedestrian and cycle provision at the access roundabout to Winchester Road will be provided in the form of 3m shared cycleways on all arms of the junction. Dropped kerb and tactile paving crossing points will be provided on each approach. The shared footway / cycleways will provide links to the north between the proposed site and the permitted North East Boorley Green development and to the existing footway to Boorley Green and Botley to the south.
- 2.2.7 A pedestrian / cycle connection to Winchester Road at the northern site boundary is provided to deliver linkage towards the future North East Boorley Green development.

- 2.2.8 A pedestrian / cycle access is proposed to the north of Longlands Farm, at the south of the site. This will tie into the existing footway on the western side of Winchester Road and will provide a short connection for the south west corner of the site towards Boorley Green and Botley village centre.
- 2.2.9 Three non-vehicular connections are proposed from the site to Shamblehurst Lane North, to enable direct links into Hedge End and its rail station; at the southern site extent using a stepped access to the rail bridge; at the bus and station car park access using an adjacent footway; and at the Footpath 1 connection to Shamblehurst Lane North. The access locations will link to the internal walking and cycling infrastructure proposed as part of the development.
- 2.2.10 Public Footpath 1 routes through the site from Winchester Road to Shamblehurst Lane North. The NEBG development is obligated to improve the surface of the path to enable all-year access between NEBG and the station.
- 2.2.11 In addition, as the full extent of Footpath 1 falls within the Boorley Gardens site, the applicant is proposing to provide legal rights for the use of the path for cycling which will offer benefit for the development but also for the wider area, facilitating easier cycling access to the station.

SECTION 3 SITE ACCESSIBILITY AND TRAVEL OPPORTUNITIES

3.1 Introduction

- 3.1.1 This section of the FTP describes the existing accessibility of the site by walking, cycling and public transport and considers the existing travel characteristics of the local area.

3.2 Walking

- 3.2.1 In the vicinity of the site a footway runs from the Botley Park Hotel access to Maddoxford Lane on the eastern side of the B3354 Winchester Road. South of Maddoxford Lane an uncontrolled pedestrian crossing with dropped kerbs and tactile paving provides a connection to the footway on the western side of Winchester Road which is lit and provides a continuous pedestrian link to Botley village centre. Botley village High Street and the surrounding roads are considered residential in nature with footways on both sides of the carriageway which are street lit and overlooked.
- 3.2.2 Shamblehurst Lane North between Winchester Road and the railway bridge currently has no footway provision. To the south of the railway bridge Shamblehurst Lane North provides a shared cycleway on the south eastern side of the carriageway which routes south away from the carriageway to Maunsell Way. A dropped kerb crossing provides a connection between the shared cycleway and a footway on the north western side of the Shamblehurst North Lane.
- 3.2.3 Shamblehurst North Lane connects to Stroudley Way, which has footways on both sides of the carriageway between Maunsell Way and Hedge End Rail Station. Uncontrolled pedestrian crossings, in the form of refuge islands, are provided on Maunsell Way either side of the mini-roundabout junction with Stroudley Way.
- 3.2.4 Old Shamblehurst Lane which routes north east – south west from Maunsell Way currently acts as a shared surface where pedestrians and vehicles share the street. At its southern most point Old Shamblehurst Lane becomes a lit shared cycleway which links to Shamblehurst Lane South.
- 3.2.5 Shamblehurst Lane South provides a footway on the western side of the carriageway as far the A334 providing a continuous link to the retail and business parks in Hedge End. The built-up area of Hedge End provides a comprehensive network of footways, footpaths and shared cycleways which provide a highly permeable area for pedestrians to navigate.

3.2.6 Footpath 1 routes north east – south west through the site providing a link between Winchester Road and Shamblehurst Lane North. The proposals for North East Boorley Green include the improvement of Footpath 1 to deliver a hard-bound surfaced connection towards the station.

3.2.7 As part of the permitted development of North East Boorley Green shared footway / cycleways will be provided on Winchester Road, south of the site access, which will provide a continuous link between the proposed and permitted sites, and south towards Botley.

3.3 Cycling

3.3.1 Whilst there are currently no dedicated cycle facilities in the vicinity of the site the development at North East Boorley Green is committed to delivering footway and cycleway improvements along Winchester Road, to include delivery of a 3m footway / cycleway, footway improvements and crossing enhancements.

3.3.2 Shamblehurst Lane North and the onward residential roads in Hedge End have low vehicle numbers and vehicular speeds which provide the opportunity for cycle trips to be accommodated on carriageway in line with Manual for Streets (MfS) guidance:

“Cyclists should generally be accommodated on the carriageway. IN areas with low traffic volumes and speeds, there should not be any need for dedicated cycle lanes on the street” (MfS, para. 6.4.1).

3.3.3 The built-up area of Hedge End provides a comprehensive network of shared cycleways which provide a number of highly permeable traffic free routes for cyclists to navigate. A copy of the Sustrans cycle-route map is provided in Appendix B.

3.4 Public transport

Bus

3.4.1 There are four regular bus services operating within the vicinity of the site accessible from either the B3354 Winchester Road or from Hedge End Rail Station. Together these services offer regular bus based access to a range of destinations including Southampton, Hedge End, West End, Eastleigh, Botley and Fair Oak.

3.4.2 A summary of the local services is provided at Table 3.1

Table 3.1: Local Bus Routes and Frequencies

Bus Stop	Service	Approximate Frequency		
		Mon-Fri	Sat	Sun
Pear Tree Inn, Winchester Road 650m from centre of site	3 Southampton – Bitterne – Hedge End – Botley – Boorley Green	Hourly Service <i>First Depart –</i> <i>0648</i> <i>Last Return –</i> <i>1905</i>	Hourly Service <i>First Depart –</i> <i>0728</i> <i>Last Return –</i> <i>1905</i>	4 services <i>First Depart –</i> <i>0845</i> <i>Last Return –</i> <i>1715</i>
Hedge End Station 500m from centre of site	8 Southampton – Bitterne – West End – Hedge End Rail Station	Half Hourly <i>First Depart –</i> <i>0631</i> <i>Last Return –</i> <i>2030</i>	Half Hourly <i>First Depart –</i> <i>0638</i> <i>Last Return –</i> <i>2030</i>	Hourly Service <i>First Depart –</i> <i>0857</i> <i>Last Return –</i> <i>1800</i>
	X9 Bishops Waltham – Botley – Hedge End – Fair Oak – Colden Common – Eastleigh	Hourly Service <i>First Depart –</i> <i>0725</i> <i>Last Return –</i> <i>1816</i>	Hourly Service <i>First Depart –</i> <i>0725</i> <i>Last Return –</i> <i>1816</i>	-
Braxells Farm, Winchester Road 375m from centre of site	X15 Hamble – Netley – Hedge End – Botley – Fair Oak – Eastleigh	5 services <i>First Depart –</i> <i>1007</i> <i>Last Return –</i> <i>1425</i>	-	-

Source: Traveline Southeast

Rail

- 3.4.3 Hedge End Railway Station is located immediately to the west of the Boorley Gardens site, approximately a 500m walking distance from the centre of the site via Shamblehurst Lane North, with the full development area located within an 800m walk (10 minutes). Table 3.2 summarises the existing rail services operating from Hedge End Station.

Table 3.2 – Existing Rail Services

Destination	Typical Frequency			Journey Duration (from Hedge End)
	Peak	Off-Peak	Sunday's	
Basingstoke	Two – Three Per Hour	Hourly	Hourly	25 Minutes
Eastleigh	Two – Three Per Hour	Hourly	Hourly	6 Minutes
Fareham	Hourly	Hourly	Hourly	13 Minutes
Farnborough	Two – Three Per Hour	Hourly	Hourly	50 Minutes
Fratton	Hourly	Hourly	Hourly	31 Minutes
London Waterloo	Two – Three Per Hour	Hourly	Hourly	95 Minutes
Portsmouth	Hourly	Hourly	Hourly	37 Minutes
Portsmouth Harbour	Hourly	Hourly	Hourly	46 Minutes
Southampton (Change at Eastleigh)	Hourly	Hourly	Hourly	32 Minutes
Winchester	Two – Three Per Hour	Hourly	Hourly	15 Minutes
Woking	Two – Three Per Hour	Hourly	Hourly	59 Minutes

Source: National Rail Enquiries

- 3.4.4 Hedge End Station provides direct, regular and fast services to a large range of destinations which offer employment, education, retail and leisure opportunities.
- 3.4.5 The proximity of the site to the rail station provides an excellent opportunity to deliver a sustainable development that is very well located to existing rail services, and so offers the ability to deliver a sustainable development.

Key Destinations

- 3.4.6 An analysis of the likely destinations for future residents of the site (based on Census data for the local area and a gravity model) is presented in Table 3.3 below.

Table 3.3 Key Destinations – Residents of Boorley Gardens (All People / Modes)

Destination	Employment Trips	Non-employment Trips	All Trips
Hedge End	7%	14%	21%
Southampton	11%	10%	20%
Fair Oak	1%	10%	11%
Winchester	7%	1%	8%
Portsmouth	2%	5%	7%
West End	1%	4%	5%
Eastleigh	4%	1%	5%

Fareham	3%	1%	4%
Botley	<1%	3%	3%
Chandlers Ford	2%	1%	3%
Test Valley	1%	-	1%
New Forest	1%	-	1%
London	1%	--	1%
Hamble	1%	<1%	1%
Bursledon	<1%	1%	1%
Sub total	42%	51%	88%
All other destinations are less than 1% = 100% for all trips			

Source: Census / Gravity Model

3.4.7 Table 3.1 clearly demonstrates that Hedge End, Southampton, Fair Oak and Horton Heath, Winchester, Portsmouth and West End will be key destinations for future residents of the proposed development.

3.4.8 Table 3.4 below summarises those key destinations (5% or more of all trips) for future residents of the proposed development and identifies the accessibility of those destinations by existing public transport services.

Table 3.4 Key Destinations –Residents of Boorley Gardens – Accessibility by Public Transport

Destination	All Trips	Rail	Bus
Hedge End	21%		✓
Southampton	20%	✓ ¹	✓
Fair Oak	11%		✓
Winchester	8%	✓	
Portsmouth	7%	✓	
West End	5%		✓
Eastleigh	5%	✓	✓

Note: 1 – requires a change at Eastleigh

3.4.9 It is clear from Table 3.2 and the analysis in Section 2 of this note that the key destinations for future residents of the Boorley Gardens site are already well served by having existing good quality public transport services (rail and bus services) within a reasonable walk distance of the site. Rail services are also available to Fareham, Botley and London. It is notable that neither North East Boorley Green nor West Horton Heath are in such close proximity to a rail station (Hedge End Station) which offers a key benefit of the site's location.

3.5 Local Facilities and Services

3.5.1 The key destinations for local journeys are summarised in Table 3.5 (Figure T7).

Table 3.5 Key Local Destinations

Type of Facility	Destination	Approximate Distance (m)	Accessibility	
			Walk	Cycle
Education	Wellstead Primary School and Nursery	1460	✓✓	✓✓✓
	Berrywood Primary School	1530	✓✓	✓✓✓
	Woodhill Independent Primary School	1950	✓✓	✓✓✓
	Botley CofE Primary School	2300	✓	✓✓
	Shambelhurst Primary School	2360	✓	✓✓
	Wildern School (Secondary)	2360	✓	✓✓
Retail	Tesco Express	1450	✓✓	✓✓✓
	Co-Operative (Petrol)	1560	✓✓	✓✓✓
	Hillier Garden Centre	1750	✓✓	✓✓✓
	Sainsbury's/Marks and Spencer Retail Park	2300	✓	✓✓
	Co-Operative Food	2360	✓	✓✓
	Retail Park (B+Q)	2400	✓	✓✓
	Co-Operative (Petrol)	2520	✓	✓✓
	Hedge End Retail Park (Next+DFS)	2900	✓	✓✓
	Co-Operative Hedge End	3000	✓	✓✓
Employment	Herald Industrial Estate Hedge End	1900	✓✓	✓✓✓
	Waterloo Industrial Estate	2400	✓	✓✓
	Hedge End Centre	3050	✓	✓✓
	Botings Industrial Estate	3350		✓✓
Healthcare	St Luke's Surgery and Pharmacy	1375	✓✓	✓✓✓
	Oakwood Dental Surgery	2250	✓	✓✓
	Botley Healthcare Centre	2400	✓	✓✓
	Rawlings Opticians	3150	✓	✓✓
Leisure	MacDonald Botley Park Hotel	500	✓✓✓	✓✓✓
	Peartree Inn	600	✓✓✓	✓✓✓
	Shambelhurst Barn	780	✓✓✓	✓✓✓
	Wildern Leisure Centre	2,360	✓	✓✓

Notes: Walk Distances- ✓✓✓ Less than 800m, ✓✓ between 801m and 2km, ✓ between 2km and 3.2km
Cycle Distances- ✓✓✓ Less than 2km, ✓✓ between 2km and 5km, ✓ between 5km and 8km

3.5.2 Table 3.5 illustrates that there is a wide range of local services and facilities within close proximity of the site including convenience retail stores, schools, leisure facilities and pubs.

- 3.5.3 The development proposals comprise the delivery of a primary school and local centre which will ensure that local facilities are provided within the development and that a number of journeys can be fulfilled by the development. This will provide a key opportunity to reduce the level of off-site travel required to serve the development.
- 3.5.4 In addition to this, the approved development at North East Boorley Green will deliver additional local facilities. Based on the approved masterplan, the development is expected to provide a new local centre (with public house, retail, and employment provision), primary school, community and leisure facilities and employment opportunities. This will provide another local 'destination' for everyday services within close proximity to the site.
- 3.5.5 The 2011 census identifies the modal split of journeys to work of residents who live within Eastleigh 010 Mid-Layer Super Output Area (MSOA) as follows.

Table 3.6: Modal Split of journeys to Work (excluding work from home)

Mode	% Split from Census Data
Car Driver	80.1%
Car Passenger	4.4%
On Foot	4.6%
Train/underground	6.3%
Bicycle	1.6%
Bus	1.5%
Motorcycle/Moped	0.7%
Other	0.6%
Total	100%

Source: 2011 Census

- 3.5.6 The main mode of travel for journeys to work of residents of the local area is the car (both driver and passenger), which accounts for 85% of all journeys to work. Travel by train and bus account for around 6% of journeys to work, while 5% are made on foot and 2% by bicycle.
- 3.5.7 Whilst Journey to Work data is helpful in understanding established travel patterns, this analysis only considers employment based trips which are generally longer distance trips and so more likely to be carried out by car. In contrast, and in view of the local facilities provided in the site, those offered at the future NEBG site and within Hedge End itself, there is potential for a number of other journey purpose trips to be made by sustainable travel modes.

SECTION 4 POLICY, AIMS AND OBJECTIVES

4.1 Policy

National Policy

- 4.1.1 The National Planning Policy Framework (March 2012) sets the policy background for the development of Travel Plans. Paragraphs 35 and 36 state that plans should protect and exploit opportunities for the use of sustainable transport modes. A key tool to facilitate this will be a Travel Plan and all developments which generate significant amounts of movement should be required to provide a Travel Plan. The sustainable travel objectives include the need to reduce the use of the private car (particularly for single occupancy journeys) and measures to promote walking, cycling and public transport use as alternatives to the private car.

Local Policy

- 4.1.2 The saved policies of the adopted Local Plan (2001-2011) provides the planning policy guidance for Eastleigh Borough. Policy 103.T states that;

“Developers bringing forward planning applications for commercial, retail, education, health, care, and leisure uses, where the scale of development is above the thresholds set out in Table B of the approved Hampshire Parking Strategy and Standards – Spring 2002, are required to commit themselves to producing and implementing travel plans with the development proposals to reduce car travel to work and journeys in the course of work”.

- 4.1.3 The HCC LTP3 identifies Boorley Green as being within the South Hampshire Joint Strategy area. This has been developed by Hampshire County Council, Portsmouth City Council and Southampton City Council, working together as Transport for South Hampshire (TfSH) (now Solent Transport).

- 4.1.4 The LTP identifies key transport challenges for the area including:

“Widening travel choice to offer people reasonable alternatives to the private car for everyday journeys, and reducing the need to travel, moving towards a low-carbon economy [...]

Walking and cycling must be encouraged as a more viable option for shorter journeys. The promotion of travel planning, flexible working and car sharing will be further developed. “

- 4.1.5 The Strategy identifies a number of transport policies to deliver its objectives, including ***'Policy L: To work with Local Planning Authorities to integrate planning and transport'***. This policy states that:

"Residential and workplace travel planning will be used to effectively manage the journeys created with development."

- 4.1.6 The policies and objectives identified aim to locate developments in sustainable locations and to produce Travel Plans as a means of identifying and promoting the use of more sustainable modes of transport.

4.2 Aims and Objectives

- 4.2.1 This FTP sets out a sustainable transport strategy for the proposed development. In line with national and local government guidance, the headline aims for the plan will be as follows:

- To reduce the number of single occupancy car journeys to the site, in line with the objectives of NPPF; and
- To improve accessibility to the site by non-car modes of transport and thereby encourage the use of other travel modes.

- 4.2.2 The FTP also contains the following additional sub-objectives:

- Reduce the need to travel;
- Promote walking for local journeys;
- Promote cycling as an alternative to short car trips;
- Promote public transport for short-medium length journeys; and
- Encourage car sharing.

SECTION 5 TARGETS

5.1.1 The key aims of the FTP are:

- To reduce the number of single occupancy car journeys to the site; and
- To improve accessibility to the site by non-car modes of transport and thereby encourage the use of other travel modes.

5.1.2 The inclusion of targets within the FTP will enable monitoring of progress against the objectives to be carried out, and will ensure that the FTP seeks to actively meet its objectives.

5.2 Targets

5.2.1 The key target of the FTP has been set as follows:

- To reduce the number of single occupancy vehicle trips to and from the site during weekday morning and evening peak hours by 10% from the baseline position by year five.

5.2.2 This target is considered to be stretching and ambitious, but also relevant and achievable.

5.3 Baseline Position and Interim Targets

5.3.1 For the purpose of the Framework Travel Plan, no site specific data is available. As such, the baseline modal split is taken from travel to work data within the 2011 Census for the 'Eastleigh 010' MSOA (Table 3.6). This identifies a baseline Car Driver mode share of 80.1% (with an additional 4.4% car passengers).

5.3.2 Against this baseline, the Interim Target is to

"Achieve car driver mode share on the site of 72.1% or less by Year 5 of the Travel Plan."

5.3.3 Once the first monitoring surveys at the development have been undertaken this target will be updated and thereafter the target will be annually reviewed.

5.3.4 The overarching target will be to achieve a year on year reduction in single occupancy car trips from the development site to achieve a 10% reduction of the current modal share by year five.

5.3.5 As such the following car driver mode share targets are proposed:

- Year 1: no greater than current census levels- 80.1% (to be reviewed following first travel survey);
- Year 3: 76.1% (to be reviewed following the first travel survey); and
- Year 5: 72.1% (to be reviewed following the first travel survey).

Table 5.1: Interim Modal Split Targets

Mode	Baseline - 2011 Census	Year 1 Target	Year 3 Target	Year 5 Target
Car Driver	80.10%	80.10%	76.10%	72.10%
Car Passenger	4.40%	4.40%	5.20%	6.00%
On Foot	4.60%	4.60%	5.40%	6.20%
Train/underground	6.40%	6.40%	7.50%	8.50%
Bicycle	1.60%	1.60%	2.10%	2.60%
Bus	1.60%	1.60%	2.30%	3.20%
Motorcycle/Moped	0.70%	0.70%	0.70%	0.70%
Other	0.60%	0.60%	0.70%	0.70%
Total	100%	100%	100%	100%

Source: 2011 Census, Consultant's Estimates and Table 3.6

5.3.6 Once the first monitoring surveys have been undertaken and analysed (see section 10) the baseline position and the interim and mode shift targets will be reviewed and updated as necessary, in consultation with Hampshire County Council.

5.3.7 In addition to mode share targets, it is important to identify a number of action targets to ensure that the commitments made by the developer through this FTP are delivered. The action targets are as follows:

- Nominate a Travel Plan Co-ordinator prior to sales and marketing phase of development, and retain the Travel Plan Co-ordinator for the duration of the FTP;
- Undertake first phase of monitoring during the first year of occupation;
- Following the first phase of monitoring, review measures and targets to ensure that they remain appropriate. This will be repeated following the surveys in years 3 and 5; and
- Once agreed with HCC, update FTP with any necessary revisions to measures.

SECTION 6 SITE LAYOUT AND INFRASTRUCTURE MEASURES**6.1 Introduction**

- 6.1.1 This section describes the on-site and off-site infrastructure measures which will encourage residents to travel using sustainable modes.

6.2 On-Site Infrastructure Measures

- 6.2.1 This FTP has been prepared to accompany an outline planning application and at this stage therefore, the site layout is illustrative only. As a statement of intent, transport infrastructure will form an integral part of the site design, aiming to encourage the use of non-car modes of transport for local journeys.
- 6.2.2 The illustrative masterplan ensures a high level of pedestrian and cycle permeability throughout the site. A comprehensive internal network of walking and cycling routes will provide key strategic routes through the site.
- 6.2.3 The access drawing (see Section 2 and Appendix C) proposes a three arm roundabout access from Winchester Road which provides 3m shared cycleways on either side of the access road. Uncontrolled crossing points in the form of dropped kerbs and tactile paving will be provided on each approach to this junction.
- 6.2.4 Shared cycleways from the access road will tie into the shared cycleways to be provided on the eastern side of Winchester Road as part of the North East Boorley Green development. This will provide provide a pedestrian / cycle link between the two developments allowing future residents to access the proposed services and facilities in each site.
- 6.2.5 A pedestrian / cycle access is proposed from the site to Shamblehurst Lane North. This connection, along with the associated off-site highway works will provide direct pedestrian and cycle links into Hedge End and its rail station. The access will connect to the internal walking and cycling infrastructure proposed as part of the development which will provide access to new on-site facilities such as a primary school to reduce the need for external trips and reduce journey distance.
- 6.2.6 A pedestrian / cycle access is proposed to the north of Longlands Farm. This will tie into the existing footway on the western side of Winchester Road and provide a short connection for the south west corner of the site to Boorley Green and Botley village.

- 6.2.7 Footpath 1 which provides a north east - south west link between Winchester Road and Shamblehurst Lane North, will be upgraded to enable lawful use by cyclists (through designation of permissive rights). Its surface will be improved for year round use by the NEBG development.
- 6.2.8 The Boorley Gardens site is strategically located to improve connectivity between Hedge End and Boorley Green and offers a particular opportunity to improve bus routing between the Winchester Road corridor and Hedge End, particularly to the rail station. This will address some of the routing difficulties which currently exist for services accessing Boorley Green and wishing to also access wider Hedge End.
- 6.2.9 To facilitate improved bus routing the development site will provide a primary street capable of accommodating buses (of sufficient width, alignment and construction) and a bus only access will be delivered from the western part of the site towards Shamblehurst Lane North. The delivery of this link will enable existing services to route through the site, removing circuitous routing such as that which occurs with Bluestar 3, and will offer the potential for improved access from North East Boorley Green to the station for the new bus service that the development is proposing to provide.
- 6.2.10 Liaison with local bus operators has confirmed that:
- The delivery of a bus link through the site will provide strategic benefit to bus operations in the area, particularly connecting the station to Winchester Road corridor and markets beyond;
 - That operators would expect to re-route existing services through the site, particularly Bluestar who see strategic advantage in routing Service 3 through the site on a commercial basis; and
 - That the bus link offers longer term potential to deliver commercial services through the site and to connect other development areas at NEBG and West Horton Heath.
- 6.2.11 To supplement the bus link proposed through the development site, new bus stops will be integrated into the design of the primary street.
- 6.2.12 The delivery of a bus link through the site also offers the opportunity to provide an internal lay-over area to offer flexibility for future bus operations. This will remove the existing bus services 'lay-over' on local roads which can cause some inconvenience.

Parking

6.2.13 Car and cycle parking are reserved matters and at the appropriate stage will be provided in line with EBC's Parking Standards document.

6.2.14 The document identifies the minimum car parking standards for residential dwellings as follows:

- One bedroom dwellings- one car space per dwelling;
- Two/three bedroom dwellings- one and a half spaces per dwelling; and
- Four or more bedroom dwellings- two spaces per dwelling.

6.2.15 Adequate visitor and casual parking will be provided in line with EBC's Parking Standards.

6.2.16 Cycle parking standards are as follows:

- One bedroom dwellings - minimum of one cycle space per dwelling; and
- Two or more bedroom dwellings - minimum of two cycle spaces per dwelling.

6.2.17 The provision of adequate cycle parking close to each property will encourage the use of cycling for residents. The specific number and nature of cycle parking facilities will be determined by the precise form and mix of the development sought at the Reserved Matters stage. However, to provide some guidance on the nature of cycle parking provision to be made at the site, the following principles will be applied:

- Cycle parking facilities would be provided within garages where they are provided with the dwelling units;
- Where garages are not provided, cycle parking for houses will be provided within sheds within gardens, close to the house, where rear or side access to the property is available;
- In the case of apartments, secure covered cycle parking would be provided within the apartment buildings; and
- Short stay cycle parking would be provided by the provision of cycle-hoops located in appropriate locations on the site.

6.3 Off-Site Infrastructure Measures

- 6.3.1 New bus stops will be provided at an appropriate location close to the site access roundabout with Winchester Road, to enhance the existing bus facilities at Braxalls Farm. These bus stops will be provided with shelters and seating, timetable information and raised kerbs as a minimum to ensure that a pleasant and amenable location is presented to those waiting for the bus and that access can be gained for both able and mobility impaired residents.
- 6.3.2 The proposed shared footway / cycleways on Winchester Road provide a continuous link to the improved access to the bus stops at Braxalls Farm, and will deliver walking and cycling connections towards the bus stops located at Pear Tree Inn to the south of the site.
- 6.3.3 It is proposed to deliver a footway on Shamblehurst Lane North from the pedestrian / cycle access over the railway bridge as well as the delivery of a controlled pedestrian crossing of the railway bridge itself (Drawing ITB11055-GA-008). This will serve to improve connections to the southbound platform at the station, and the station forecourt itself which offers access to local bus services.
- 6.3.4 The existing bus stops in the vicinity of Pear Tree Inn will be upgraded. The existing stops already have timetable information and raised kerbs, but no shelter. Shelters will be provided at both the northbound and southbound bus stops to provide improved waiting facilities.
- 6.3.5 The Boorley Gardens masterplan allows for an additional 100 space station user car park in the western part of the site close to the Station. Some 60 of the spaces are proposed to be accessed from Shamblehurst Lane North effectively as over-flow from the existing station car park area and / or intercepting car trips currently routing to the station from the northern end of Shamblehurst Lane North. The other 40 spaces are proposed to be accessed through the development from Winchester Road, primarily aimed at intercepting the North East Boorley Green / Boorley Green residents (some of which will inevitably drive to the station irrespective of other travel options available). The additional station user car parking presents a key opportunity to contribute to fulfilling passenger growth on the railway and thus more sustainable overall transport patterns, whilst providing a realistic alternative to the growth of on-street parking in residential areas near the station.

6.3.6 In addition to the physical delivery of these measures, it is also proposed to provide a contribution to the local authorities such that it can deliver:

- Surfacing and drainage improvements along with provision of lighting along the short path link between the west side of Sharnblehurst Lane North (north of the railway bridge) and Hedge End Station; and
- Additional cycle parking at the station.

SECTION 7 SOFT MEASURES

7.1 Introduction

7.1.1 This section of the FTP describes the non-infrastructure or 'soft' measures that will be developed and promoted for the residents of the new development. It covers:

- Measures to encourage residents to walk and cycle;
- Measures to encourage the use of public transport;
- Measures to encourage residents to car-share; and
- Information provision.

7.2 Promotion of Walking and Cycling

7.2.1 As described in Section 6, the development has been designed to facilitate connections to the local pedestrian and cycle network, allowing for local journeys to key destinations to be undertaken by these modes.

7.2.2 To support the delivery of physical infrastructure, all new residents will be issued with a Residents 'Travel Pack' which will include details of journey planning websites, walking and cycle maps, local cycle shops and local public rights of ways. Residents will also receive such information via other ongoing communication described on other parts of this travel plan.

7.2.3 A bicycle user group will be set up for the new development. This will enable cyclists to share information on routes, safety, cycle maintenance etc. It will also enable less experienced cyclists to contact experienced cyclists and therefore to obtain information, guidance and potentially a 'cycling buddy' to accompany them on cycle rides and journeys.

7.2.4 The Travel Plan Co-ordinator (see Section 9) will assist with the dissemination of information regarding the user group, and will help residents get in contact with one another.

7.2.5 Where possible, the Travel Plan Co-ordinator will attempt to negotiate discounts or promotions for residents at local cycle stores for the purchase of cycling equipment.

7.3 Promotion of Public Transport

- 7.3.1 Information on the public transport routes and facilities serving the new development will be made available to new residents through the Residents' Travel Information Pack and on the noticeboard provided on site. The information pack includes the offer of a sustainable travel voucher for use on rail or bus services.
- 7.3.2 The Solent Go Travelcard is a new initiative and can be used to travel across South Hampshire. Options include Isle of Wight Hovercraft and Red Funnel Ferry links in addition to a bus pass which can be used across all local service providers including those servicing the site. Each household will be offered a sustainable travel voucher.

7.4 Car Sharing Scheme

- 7.4.1 Car sharing will be promoted amongst new residents of the development, particularly in relation to journeys to work. Not only does car sharing cut the costs of travel to work for the individual, but it reduces the numbers of residents making similar journeys at the same time, thereby reducing peak hour impacts on routes between the site and local employment areas.
- 7.4.2 Residents will therefore be provided with information about car sharing via Hampshire County Council's car sharing scheme (<https://hants.liftshare.com/default.asp>). This provides an easy and safe way for potential car sharers to identify people undertaking similar journeys. The scale of the site, and that at NEBG, offers a good prospect of matched commuters carrying out similar journeys, and so increases the likelihood of car sharers being found.

7.5 Information Provision and Marketing

- 7.5.1 New residents will be provided with travel information from the outset – including leaflets about the sustainability credentials of the proposal during the purchase process. Upon occupation of each dwelling, a Residents' Travel Information Pack will be provided. Full details and other marketing measures, are provided in Section 8.
- 7.5.2 To ensure access to up to date information for residents, a community notice board will be provided within a prominent area of the site. This board will contain up to date bus and rail timetable information, and information on car sharing as well as provide walking and cycling facilities maps, and information on any travel events occurring locally.

Personalised Travel Planning

- 7.5.3 This Framework Travel Plan (PTP) provides a commitment to the delivery of PTP within the site and the wider Hedge End and Boorley Green area which will provide individual and focused travel planning advice to some 5,000 households. In many circumstances the reason why people do not use alternative transport modes is they do not have the information to know what options are available to them and PTP seeks to address this.
- 7.5.4 An initial targeting exercise will be carried out to identify the households likely to benefit most from PTP based on demographics and travel opportunities and contact will be made with each household to offer them the opportunity to participate in the PTP programme.
- 7.5.5 A trained employee of the developer will then visit each individual household wishing to take part and establish the destinations of journeys undertaken most often (i.e. commuting journeys or journeys to school). They can then identify how such destinations can be reached by the local public transport routes available, whilst providing a comparative cost and journey time between the two means.
- 7.5.6 The PTP programme will be overseen by the Travel Plan Coordinator. Residents within the development who do not wish to participate will still be provided with the Residential Travel Information Pack (Section 8.2).
- 7.5.7 Hampshire County Council has recently delivered PTP as part of its sustainable travel towns initiatives. The results of previous PTP campaigns by Sustrans in various locations in the UK has resulted in significant decreases in car use with the residents choosing a range of alternative sustainable transport modes to complete their journey. Appendix E presents examples of previous PTP projects to demonstrate how successful PTP can be in positively impacting travel behaviour.
- 7.6 Summary**
- 7.6.1 Measures are proposed to promote the use of walking, cycling and public transport amongst new residents for local journeys and to reduce single occupancy car journeys through promoting car sharing. The proposed measures aim to achieve the objectives set out in Section 5 of this report. A range of information and marketing initiatives are also proposed to encourage awareness and participation in the Travel Plan by local residents from the outset.

SECTION 8 MARKETING AND PROMOTION

8.1 Information Provision and Marketing

- 8.1.1 New residents of the development site will be provided with travel information during the purchase of their property. The initial sales pack will include a leaflet about the sustainability credentials of the development and staff will be trained in personal journey planning in order that this service can be offered to new residents shortly after completion of their purchase. This will offer an in-depth, personalised approach to identifying the sustainable travel choices available to residents, and will be advertised through the welcome pack. The staff will be fully briefed on the content and purposes of the travel plan and will be able to highlight the incentives to prospective purchasers.
- 8.1.2 Within one month of first occupation of the development site, residents will be provided with a letter/leaflet informing them about the FTP. The letter will also offer access to a Personalised travel planning (PTP) appointment that will be arranged and coordinated by the Travel Plan Co-ordinator.
- 8.1.3 To ensure access to up to date information for residents, a community notice board will be located within the site. This board will contain up to date bus and rail timetable information, and information on car sharing. The board will also provide walking and cycling facilities maps.
- 8.1.4 The Travel Plan Co-ordinator will also set up a Community travel website. This could take the form of a social media site / group which would enable the dissemination of the information above. It would also provide an interactive travel planning resource; for example residents will be able to discuss Travel Plan matters in an open forum (and this might, for example, be helpful in enabling experienced cyclists to guide less experienced ones). It could also be used to enable residents to post their own helpful information, advice and tips and it is envisaged that this would continue as a functioning page indefinitely.

8.2 Residential Travel Information Packs

8.2.1 The first occupier of each household will be provided with a Residents' Travel Information Pack.

8.2.2 The pack will pull together information on the above listed measures and contain information about the objectives of the FTP, non-car mode travel options and provide a range of incentives to encourage use of non-car modes of transport.

8.2.3 It is proposed that the following items will be included in the pack:

- A choice of a £50 sustainable travel voucher for the first owner of each dwelling, with options from the following:
 - A £50 bus travel voucher, may credit the Solent Go region wide Travelcard;
 - A cycle purchase voucher for £50 for each household to assist with the purchase of a bicycles; and
 - A £50 voucher towards a rail season ticket to encourage travel by rail.
- An offer of PTP with the Travel Plan Co-ordinator, within three months of occupation of the site;
- Details regarding the provision of broadband access to enable easy access to local home delivery services and home working;
- An information leaflet about the FTP, its aims and objectives, how to get involved and how travel will be monitored;
- Information about the community travel website and the locations of community notice board providing local travel information;
- A plan of the new development, highlighting local facilities and the nearby key destinations, the walking and cycling routes to these, locations of public cycle parking within the development, and the location of bus stops;
- Information about opportunities to travel to local schools in the vicinity of the site by sustainable modes, including details of any local school Travel Plans;

- Travel Plan mapping leaflets showing location of key services and facilities and walking/cycling time isochrones to demonstrate to residents how long it will take to walk or cycle to these destinations;
- Copies of HCC's cycle plans;
- Bus and rail maps and timetable information;
- Information about journey planning services, e.g. www.nationalrail.co.uk and www.travelinesoutheast.co.uk;
- Information about car sharing through HCC's lift share scheme (<https://hants.liftshare.com/default.asp>);
- Information about local car club's such as (<https://www.citycarclub.co.uk/>); and
- Information about the home delivery services offered by local supermarkets and potentially a voucher for free home delivery on first use.

SECTION 9 MANAGEMENT AND IMPLEMENTATION

9.1 Travel Plan Management

- 9.1.1 The developer will nominate an individual or company to act as the Travel Plan Co-ordinator for the site. Contact details will be supplied to HCC prior to first occupation of the development proposal. The developer will also investigate the possibility of a shared TPC with the North East Boorley Green permitted development.
- 9.1.2 The TPC will be supported by a steering group, potentially comprising representative of any housing association(s), the highway authority (HCC), the local authority sustainable travel co-ordinator, other local authority officers as needed (e.g. cycling, public transport), and voluntary residents' representatives.
- 9.1.3 The steering group will meet every 6 months during the first two-years and then again following the surveys in years 3 and 5. This extensive management period will enable the Travel Plan to be well established by the time the developer leaves the site. A framework for the continuation of the Travel Plan post developer involvement is set out below.

9.2 Role of Travel Plan Co-ordinator

- 9.2.1 The role of the Travel Plan Co-ordinator will be as follows:
- To manage the day to day delivery of the measures contained in the Travel Plan;
 - To set up and act as chairperson to the steering group, through which the progress of the Travel Plan will be monitored and key decisions taken as necessary;
 - To market the Travel Plan to encourage interest and involvement of residents;
 - To maintain a good level of knowledge of sustainable travel opportunities in the vicinity of the site, so as to provide a basic personal journey planning service for residents, i.e. how to access schools, workplaces and local facilities by non-car modes;
 - To negotiate discounts with local cycle shops for residents;

- To liaise with local public transport operators and local authorities on appropriate measures, such as negotiating possible discounted bus tickets or obtaining information on any local travel plan measures and networks;
- To organise monitoring of the Travel Plan in line with the strategy outlined in Section 10; and
- To provide monitoring and feedback to residents and to liaise with the local authority as necessary.

9.3 Involvement of Residents

9.3.1 Involvement of residents will be key to the success of the sustainable transport measures. The first owner of each dwelling will be provided with Travel Plan information by the sales office and provided with a Residents' Travel Information Pack on completion of their purchase. The Travel information pack will be kept up to date for the duration of the travel plan.

9.3.2 The Travel Plan Co-ordinator will liaise regularly with residents to understand their particular needs and concerns and to examine ways of addressing them. The Travel Plan Co-ordinator will also aim to maintain interest amongst residents through the following means:

- Occasional leaflet drops providing information about the Travel Plan, advertising the website and reporting the results of the monitoring;
- Involvement of resident volunteers in the monitoring process (to be recruited by the Travel Plan Co-ordinator); and
- The steering group will involve resident participation and will review and develop other methods of ensuring ongoing involvement from residents.

9.4 Framework for Implementation

9.4.1 The Travel Plan Co-ordinator will be nominated one to three months before the first occupation of the new development, in order to commence development of the initial Travel Plan measures in time for the first occupations.

9.4.2 Table 9.1 provides an Action Plan for the implementation of the measures set out in Sections 6, 7 and 8 of this FTP.

Table 9.1: Action Plan

Measure		Timescale	Responsibility
Infrastructure Measures as per Section 6		To be phased in line with the development.	Developer
Travel Plan Co-ordinator		Nominated one to three months prior to 1 st occupation.	Developer
Steering Group		1 st meeting one month after appointment of TPC. Subsequent 6 monthly meetings for first two years after first occupation.	TPC
Information Development and Provision	Training of sales team about the Travel Plan and in personal journey planning	Training as part of induction process.	Developer
	Production of Travel Plan information for sales packs	To be developed before 1 st occupation.	TPC
	Production of Residents' Travel Information Packs	To be developed before 1 st occupation. Initial occupations to have simplified version of pack, with bicycle user group information for example to be provided at a later date in line with implementation of this scheme.	TPC
Personal Travel Planning with TPC		To be offered to each household within 3 months of occupation and to be implemented on an area wide scale within the first year after occupation of the development	TPC
Develop community travel website		To be developed before 1 st occupation.	TPC
Sustainable Travel Voucher		A £50 voucher to be included in resident's travel packs at 1 st occupation for each dwelling.	Developer
Community travel noticeboard		To be phased in line with development.	TPC
Promote car share schemes		With Residents' Travel Information Pack and on website/community notice boards.	TPC
Walking / cycling / local facilities / rail maps and journey planning services		With Residents' Travel Information Pack and on website/community notice boards.	TPC
Develop bicycle user group		By 100 th occupation.	TPC
Information regarding home delivery services		With Resident's Travel Information Pack and on website/community notice boards.	TPC

Source: Consultants' Estimates

9.5 Funding

9.5.1 The developer will fund the following items:

- i) The transport infrastructure outlined in Section 6 of the FTP;
- ii) The TPC role for 5 years;
- iii) The initial implementation of the measures outlined in Sections 7 and 8 and Table 9.1; and
- iv) The monitoring surveys outlined in Section 10.

9.5.2 Going forward, the most likely source of funding for the Travel Plan will be through Management charges. The aim will be to take steps to enable the Travel Plan to become self-funding by the time that the development is complete.

9.6 Enforcement

9.6.1 The implementation of the Travel Plan will be secured within a Section 106 obligation with Hampshire County Council, in line with the HCC guidance. The obligation will secure the following matters;

- Implementation of the Framework Travel Plan, including the measures outlined in the Action Plan (Table 9.1) and the ongoing monitoring of the plan;
- Preparation and agreement of a Full Travel Plan within 12 months of occupation of the site; and
- Appointment of a Travel Plan coordinator to be responsible for implementing the plan, who will be retained for the duration of the travel plan period.

9.7 Framework for Handover at End of the Developer Involvement

9.7.1 At the end of the five-year monitoring period the developer will no longer be responsible for the management of the Travel Plan. The Travel Plan Co-ordinator will offer residents the opportunity to set up a Travel Plan working group. The Travel Plan Co-ordinator will seek to 'hand-over' the Travel Plan Co-ordinator role to this group.

SECTION 10 MONITORING

10.1 Monitoring

10.1.1 The total monitoring programme of the travel plan will run until five years after first occupation. Monitoring will be primarily undertaken in two ways:

- SAM Surveys; and
- The issue of a travel questionnaire

SAM Surveys

10.1.2 In accordance with HCC's guidance, it is proposed that formal monitoring will be undertaken in line with the TRICS Standard Assessment Methodology (SAM). The TPC will supply HCC with observed statistical data showing how the residents travel to the development and details of the measures employed to encourage sustainable travel.

10.1.3 The first TRICS SAM survey will be carried out during the first year of occupation on the site. This will ensure that the survey captures information about an established critical mass of residents, and will allow time for the measures contained within the Travel Plan to take effect. Subsequent TRICS SAM surveys will be undertaken in years 3 and 5 following first occupation.

Travel Questionnaires

10.1.4 Questionnaire surveys will also be used to determine the effectiveness of the Travel Plan measures, and enable residents to remain involved in the Travel Plan process. The first questionnaire survey will be undertaken during the first year of occupation on the site and then in years 3 and 5 following first occupation. An example questionnaire is included as Appendix D.

10.1.5 The surveys will determine a number of important statistics such as work destination, number of cars and bicycles per household, modal split of work, educational and leisure journeys and preferences towards the availability and use of more sustainable modes of transport.

10.1.6 These surveys will be used to determine travel patterns to and from the site, to assist with setting objectives for the Travel Plan and to monitor travel patterns at the site over set periods of time to quantify modal shift.

- 10.1.7 In order to maximise response rates to the survey there will be incentives, such as a prize draw entry, encouraging residents to take part. In the event that the survey does not get a desired response of 20% or more, it will be re-distributed to residents after 6 months, following further promotion and greater incentives for taking part.
- 10.1.8 The results of the surveys and the analysis will be included in an updated Travel Plan, or the first monitoring reports, with the Travel Plan targets updated accordingly.

Use of Surveys

- 10.1.9 The results of these surveys and statistical analysis will form the basis of discussions with the local planning and highway authorities to examine how the Travel Plan is continuing to influence travel behaviour and to discuss alternative measures that could be incorporated within the plan to achieve further success.
- 10.1.10 The TPC will monitor and review the progress and success of the Travel Plan and make all users aware of the progress made and the effectiveness of the sustainable travel solutions. The review will involve the local planning authority as well as the Steering Group. The use of newsletters will assist in informing users of any new measures and give them an understanding of how the Travel Plan is operating.

10.2 Reporting

- 10.2.1 Following each travel survey a monitoring report will be prepared and submitted to HCC. The monitoring report will set out the results of the travel survey against the targets and objectives identified within the Travel Plan. Residents will also be informed of the survey results via newsletters, the community travel website and notice boards. The following information is likely to be provided:

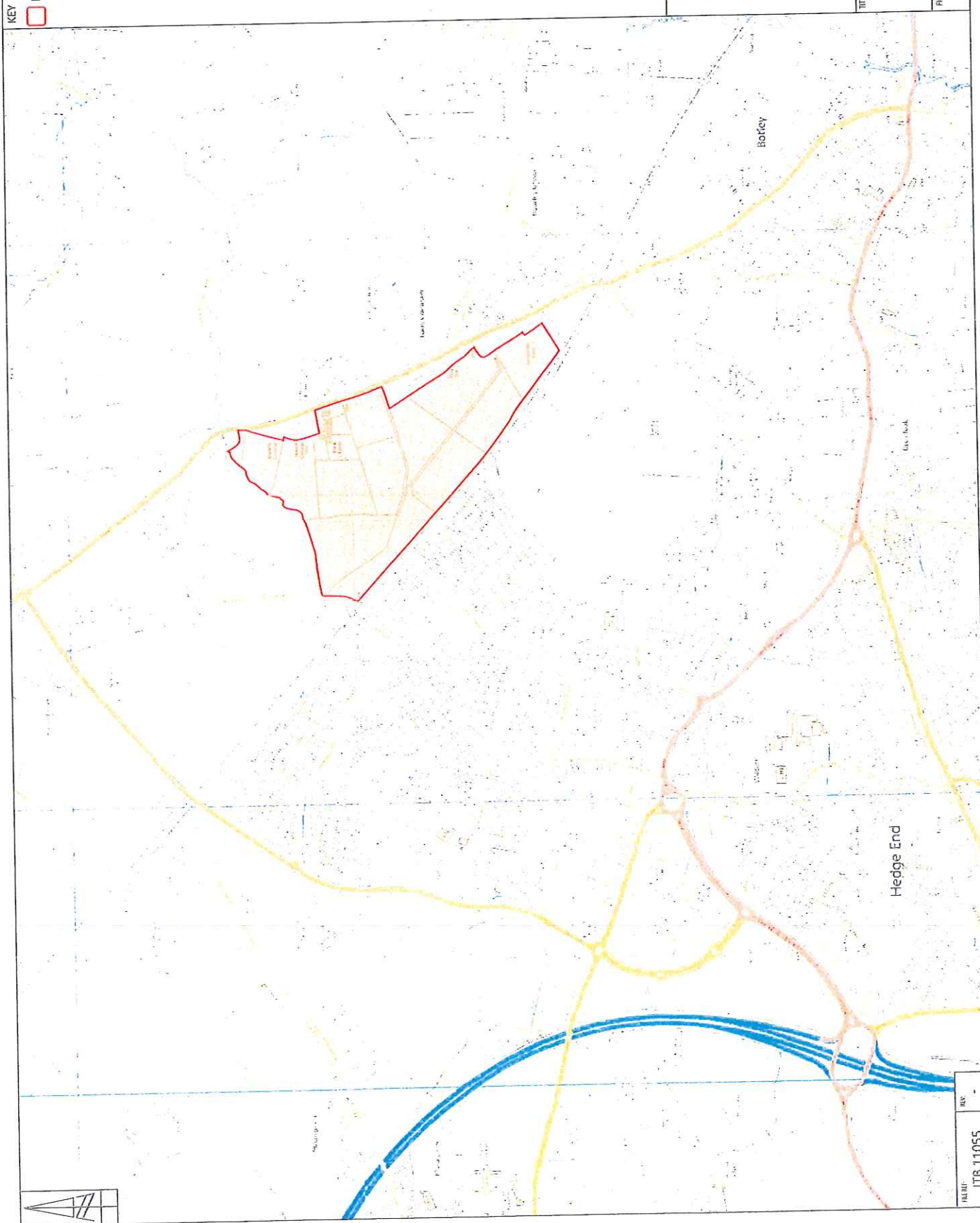
- Recap of the site travel plan's objective and agreed targets;
- Monitoring methodology;
- Summary of monitoring results, presented in relation to agreed targets;
- Progress against agreed measures;
- Corrective measures to get the plan back on track if targets are not met; and
- Proposals to further develop the Travel Plan for the future.

- 10.2.2 The TPC will make all users aware of the progress made and the effectiveness of the sustainable travel solutions. The use of newsletters distributed to all users will assist in informing users of any new measures and provide an understanding of how the Travel Plan is operating.

10.3 Remedial Measures

- 10.3.1 Should the Travel Plan targets not be met by the end of the monitoring period, the developer will use reasonable endeavors to work with HCC to identify a strategy and to agree further reasonable actions to get the Travel Plan back on track.
- 10.3.2 The traffic assessments carried out in the supporting transport assessments are based upon a 'without Travel Plan' situation and demonstrate that, on the basis that a reduction of 10% in single occupancy traffic flows is not achieved, the impact of the development on the local highway network after highway improvements is still acceptable in highway and safety terms. On this basis, the development is not dependent on the success of the Travel Plan in making the development acceptable in terms of traffic impact on the local highway network.
- 10.3.3 The proposed sustainable transport strategy and all of the associated measures will provide a genuine opportunity for the 10% reduction in single occupancy traffic flows associated with the development to be achieved. This will provide further benefit to the operation of the local highway network, as well as offering health, cost and lifestyle benefits to local people.

FIGURES



KEY
☐ INDICATIVE SITE BOUNDARY

1-Transport

Grove House, Lutyens Close, Chineham Court,
 Basingstoke, RG24 8AG
 Tel: 01256 338 640
 Fax: 01256 338 644
 www.1-transport.co.uk

TITLE
 BOORLEY GARDENS
 SITE LOCATION PLAN

FIGURE No
 FIGURE T4

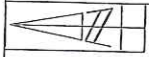
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 ITS 11055
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EXISTING LOCAL FACILITIES:

H	OAKWOOD DENTAL SUGERY
H	BOTLEY HEALTH CARE CENTRE
H	BOTLEY VILLAGE DENTAL CENTRE
H	HEDGE END DENTAL CENTRE
H	RAWLINGS OPTICIANS
H	HEDGE END MEDICAL CENTRE
H	ACORN DENTAL HEALTH
H	OPTIQUE OPTICIANS
H	ST LUKE'S SURGERY
E	BOTINGS INDUSTRIAL ESTATE
E	HEDGE END CENTRE
E	WATERLOO INDUSTRIAL ESTATE
E	HERALD INDUSTRIAL ESTATE
R	THE CO-OPERATIVE
R	HILLIER GARDEN CENTRE
R	THE CO-OPERATIVE
R	SAINSBURY'S/MARK'S AND SPENCER RETAIL PARK
R	THE CO-OPERATIVE
R	TESCO EXPRESS
R	ONE STOP
R	RETAIL PARK
R	HEDGE END RETAIL PARK
L	WILDERN LEISURE CENTRE
L	THE PEARTREE PUB
L	MACDONALD BOTLEY PARK HOTEL
L	BOTLEY GRANGE HOTEL & SPA
L	THE AGEAS BOWL
L	SHAMBLEHURST BARN
ED	BOTLEY C OF E PRIMARY SCHOOL
ED	BERRYWOOD PRIMARY SCHOOL
ED	WOODHILL INDEPENDENT PREP SCHOOL
ED	WELLSTEAD PRIMARY SCHOOL
ED	WILDERN SCHOOL
ED	WYVERN FAIR OAK SCHOOL

FILE REF: ITB11055
REV: 001



KEY
HEDGE END RAIL STATION
BOTLEY RAIL STATION
INDICATIVE SITE BOUNDARY
BOTLEY CENTRE
HEDGE END CENTRE
HEDGE END INDUSTRIAL AREA
HEDGE END RETAIL AREA
NORTH EAST BOORLEY GREEN DEVELOPMENT AREA

PROPOSED NORTH EAST BOORLEY GREEN LOCAL FACILITIES:

L	PROPOSED NEW PUB
ED	BOORLEY GREEN - PROPOSED PRIMARY SCHOOL
R	BOORLEY GREEN - PROPOSED LOCAL CENTRE
E	PROPOSED EMPLOYMENT
E	PROPOSED EMPLOYMENT

l-Transport

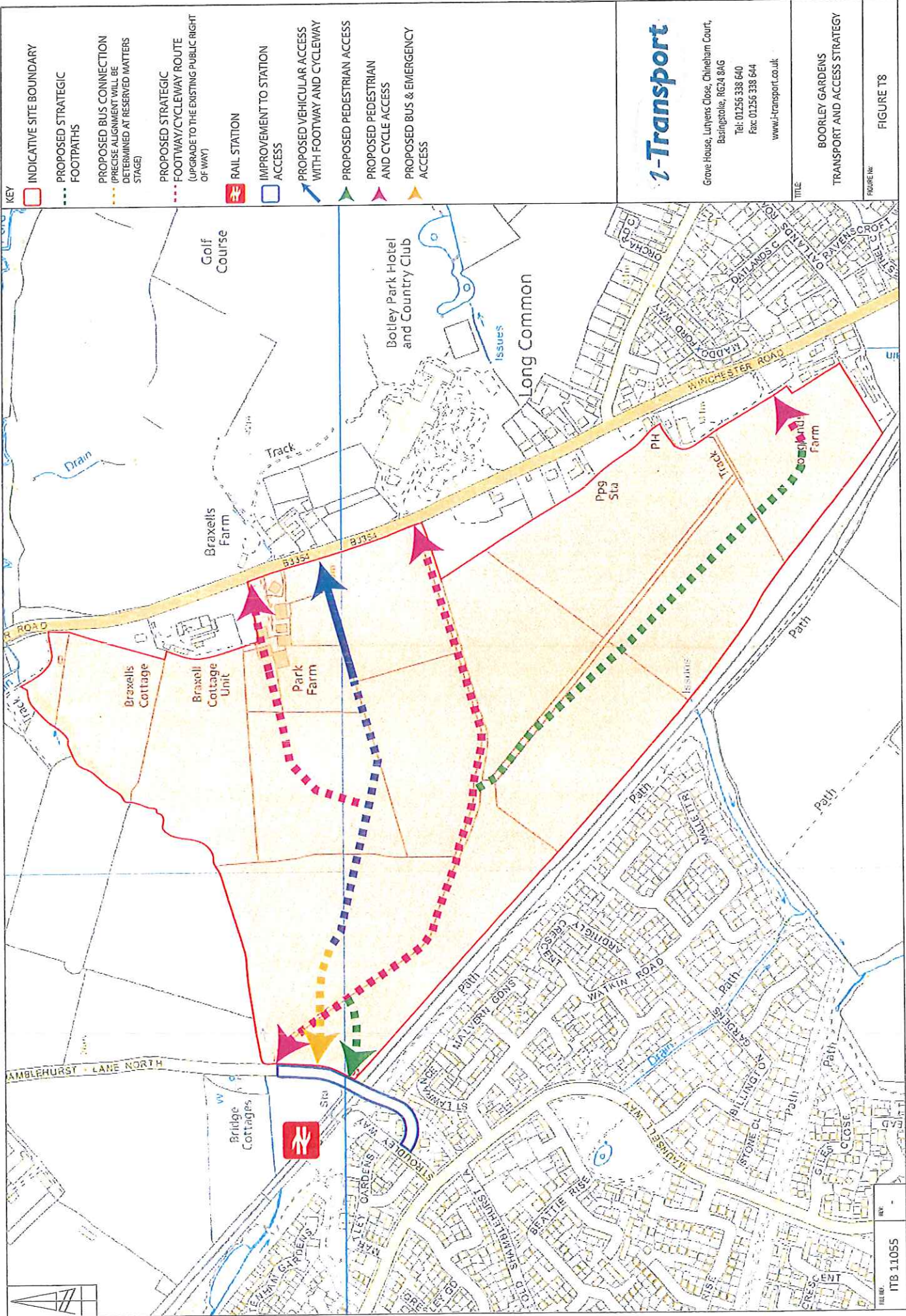
Grove House, Lutvans Close, Chineham Court,
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Tel: 01256 338 640
Fax: 01256 338 644
www.l-transport.co.uk

TITLE

BOORLEY GARDENS
LOCAL FACILITIES PLAN

FIGURE No.

FIGURE T7

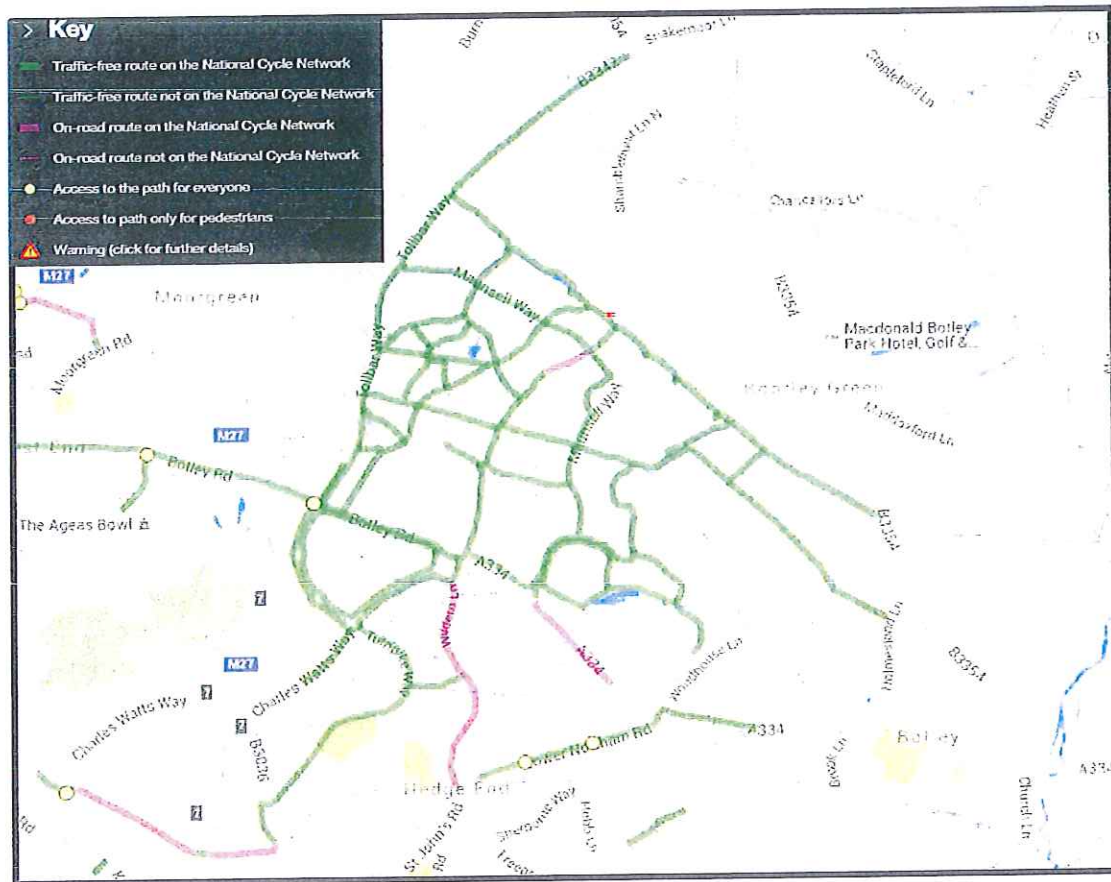


APPENDIX A SITE LAYOUT PLAN



APPENDIX B EXTRACT OF SUSTRANS MAP

Extract of Sustrans Cycle-route Map, Boorley Green and Hedge End



APPENDIX C SITE ACCESS DRAWING

APPENDIX D EXAMPLE TRAVEL SURVEY

Residential Travel Survey

About You

1. Your place of work postcode

2. Your home postcode

3. Your house name / number

4. Gender Male ☐ Female ☐

5. Age Group

Under 18 ☐ 18 - 34 ☐ 35 - 44 ☐ 45 - 60 ☐ 60+ ☐

6. Number of people in household

1 ☐ 2 ☐ 3 ☐ 4+ ☐

7. Number of cars per household

1 ☐ 2 ☐ 3 ☐ 4+ ☐

8. Number of bicycles per household

1 ☐ 2 ☐ 3 ☐ 4+ ☐

9. Do you have a disability that affects your travel arrangements?

Yes ☐ No ☐

About your job

10. Do you work? 1 -3 days ☐ 4 days ☐ Full time ☐ Shifts ☐

Other, please specify

11. What hours do you normally work? Regular Office ☐ Flexi ☐

Other (please specify)

12. Are there any aspects of your job that require you to have the use of a car?

None ☐ Attend meetings ☐ Visit site / clients ☐ Other ☐

Travel to work

13. How do you normally travel to work?

Walk/jog Bicycle Bus
Train Taxi Motobike
Car on own Car Share

Other (please specify)

14. What alternatives do you occasionally use?

Walk/jog Bicycle Bus
Train Taxi Motobike
Car on own Car Share

Other (please specify)

15. How far do you travel to work? (one way)

Up to 1 mile 1 - 3 miles 3 - 10 miles
10 - 20 mile Over 20 miles

16. How long does it normally take you to get to work? (one way)

0 - 15 mins 16 - 30 mins
30 - 60 mins 60 mins +

17. If walking or cycling are a practical alternative for you, what would encourage you to do so? (select up to 2 answers)

Free transport home in an emergency Covered and secure cycle parking
Changing / locker facilities Pool car available for business use

Other (please specify)

For drivers only

18. Is a car share a possibility if a suitable sharer/s was found?

Yes No I already car share

19. Which of the following would most encourage you to car share? (select up to 3 answers)

Help in finding a car share partner

Financial incentives for car shares

Free transport home in an emergency

Pool car available for business use

Priority parking for car sharers

Other, please specify

20. Is bus or train travel a possibility?

Yes

No

Both

Which is most convenient?

Bus

Train

**21. What would encourage you to use the bus or train more frequently to commute?
(select up to 3 answers)**

More direct train/bus route

Pool car available for business use

More frequent services

More reliable services

Better information on times and fares

Regular link between station/bus stop and place of work

Other, please specify

**24. For what other purposes do you regularly travel from home, please indicate
number of trips per week in box.**

Education for self

Education for dependants

Access to Health services

Access to retail services

Leisure

Other, please specify

This information is collected in accordance with the Data Protection Act 1998.
The data has been collected for the purposes of:-

- * establish travel patterns to site;
- * to assist with setting objectives for the Travel Plan which may be implemented in the future
- * to monitor travel patterns at the site over set periods of time to quantify modal shift.

APPENDIX E

PTP SURVEY RESULTS

Recent PTP programme (2013 – 2014)

[PTP – Sustrans; Evaluation – Sustrans¹]

Location / Date	Households		Outcomes in travel behaviour (respondent beneficiaries changing trips under 5 miles)				
	Targeted	Contacted	Car-as-driver	Cycling	Walking	Bus	Train
Stockton (2014)	8,000	55%	35% decreased	11% increased	41% increased	22% increased	-
Peterborough (2014)	7,666	50%	Awaiting results				
Peterborough (2013)	4,759	56%	34% decreased	26% increased	35% increased	7% increased	-
Location / Date	Households		Outcomes in travel behaviour (relative changes in frequency of travel across respondent beneficiaries)				
	Targeted	Contacted					
Dorchester (2013)	4,000	83%	• 4% increase in those walking several times per week • 68% increase in those using the train several times per week • 6% increase in those never driving a car • 71% decrease in those never walking • 6% decrease in those never using the bus • 37% decrease in those never using the train				
Weymouth (2013)	8,000	71%	• 2% decrease in those driving a car several times per week • 20% increase in those cycling several times per week • 13% increase in those using the train several times per week • 26% decrease in those never cycling • 24% decrease in those never walking • 5% decrease in those never using the bus • 16% decrease in those never using the train				

¹ Except for Dorchester and Weymouth projects which were evaluated by Parsons Brinckerhoff.

TravelSmart PTP programme (2005 – 2014)

[PTP – Sustrans and Socialdata; Evaluation – Socialdata]

Location / Date	Households		Outcomes in travel behaviour **provisional** (respondent beneficiaries using sustainable travel more often)			
	Targeted	Contacted	Cycling	Walking	Public transport	
Mon a Menai (2014)	12,000	75%	13%	27%	32%	
Caerphilly (2013)	14,000	76%	11%	21%	35%	
Pontypridd (2013)	10,000	76%	8%	22%	34%	
Location / Date	Households		Outcomes in travel behaviour (relative changes in trips across all targeted households)			
	Targeted	Contacted	Car-as-driver	Cycling	Walking	Public transport
St Albans (2013)	12,000	85%	-12%	+36%	+6%	+31%
Hemel Hempstead (2013)	18,000	77%	-2%	-	+4%	+12%
Cardiff (2011-12)	63,000	76%	-12%	+30%	+21%	+21%
Ipswich (2010)	17,000	71%	-11%	+55%	+2%	+22%
Broxbourne (2010)	8,000	70%	-10%	+25%	+21%	+24%
Lowestoft (2009)	25,000	82%	-13%	+19%	+19%	+37%
Exeter (2009)	25,000	81%	-12%	+33%	+18%	+13%
Watford (2009)	25,000	81%	-13%	+33%	+20%	+13%
Lancaster & Morecambe (2007)	25,000	82%	-14%	+69%	+18%	+7%

Preston & South Ribble (2007)	25,000	92%	-10%	+35%	+11%	+9%
Peterborough (2005-07)	30,000	81%	-11%	+36%	+9%	+32%
Worcester (2005-07)	23,500	82%	-10%	+19%	+15%	+30%
Gloucester (2005)	4,000	78%	-13%	+16%	+18%	+13%



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APPENDIX TWO
BUS LINK OPTIONS APPRAISAL

TECHNICAL NOTE

Project No: ITB11055
Project Title: Boorley Gardens, Boorley Green
Title: Bus Link – Options Appraisal
Ref: TW/ITB11055-020 TN
Date: 21 March 2016

SECTION 1 INTRODUCTION

- 1.1 The Boorley Gardens development proposal comprises a mixed use development of up to 680 dwellings, a retail and / or community / healthcare use, land for a two form entry primary school, formal open space and sports pitches.
- 1.2 The Appeal application seeks outline consent only at this stage with means of access a detailed matter to be determined. The precise quantum and mix of development, along with the layout will be confirmed at a later time.
- 1.3 Following the determination of the application by EBC, the Consortium has proposed a number of amendments to the development masterplan to address some of the concerns that were raised during the application.
- 1.4 One of the key changes proposed is the creation of a strategic bus link through the development site to connect B3354 Winchester Road with Shamblehurst Lane North to facilitate improved bus operation in the local area, including particularly to connect North East Boorley Green and Boorley Green to the station. HCC has confirmed that it is supportive of the link, as have local bus operators (Appendix A) who confirmed that:
 - The delivery of a bus link through the site will provide strategic benefit to bus operations in the area, particularly connecting the station to Winchester Road corridor and markets beyond;
 - Operators would expect to re-route existing services through the site, particularly Bluestar who see strategic advantage in routing Service 3 through the site on a commercial basis; and
 - The bus link offers longer term potential to deliver commercial services through the site and to connect other development areas at North east Boorley Green and West Horton Heath.

- 1.5 Whilst the layout of the site is a matter of detail, and to be determined at the Reserved Matters Stage, HCC has sought additional detail on how access may be controlled to the western part of the site such that bus access to Shamblehurst Lane North is permitted, but car based access for the residential development is restricted.
- 1.6 The illustrative layout for this part of the site is shown at Image 1.1 which also indicates the location of the station user car park.

Image 1.1: Indicative Western Site Layout



Illustrative masterplan – western site extent

- 1.7 This Technical Note sets out a review of the options for providing controlled access to the western part of the site and considers the following options:

- Option A - Design based deterrence;
- Option B – Camera Enforcement;
- Option C – Physical Restriction; and
- Option E – Traffic Signal Operation.

SECTION 2 ACCESS RESTRICTION OPTIONS

2.1.1 Access restrictions, that enable only a selection of users to pass along a route, are commonly installed and in a variety of situations, both in the public realm and on private land. The many systems and methods to restrict access are tried and tested and can be observed across the country at railway stations, car parks, housing estates and business parks.

2.2 Option A - Design based deterrence

2.2.1 Through good design it is possible to deliver a self-enforcing access restriction arrangement that relies upon measures including:

- Physical narrowing – To reduce the function and attractiveness of a route;
- Signing and lining – to clearly identify permitted users;
- Natural Surveillance of the works – to discourage restricted movement;
- Surface treatments – to change the character and feel of an area; and
- Traffic Regulation Order – To legally prohibit certain users.

2.2.2 Image 2.1 identifies an example of how HCC has implemented a design based access restriction in Basingstoke with horizontal narrowing, signage and a TRO.

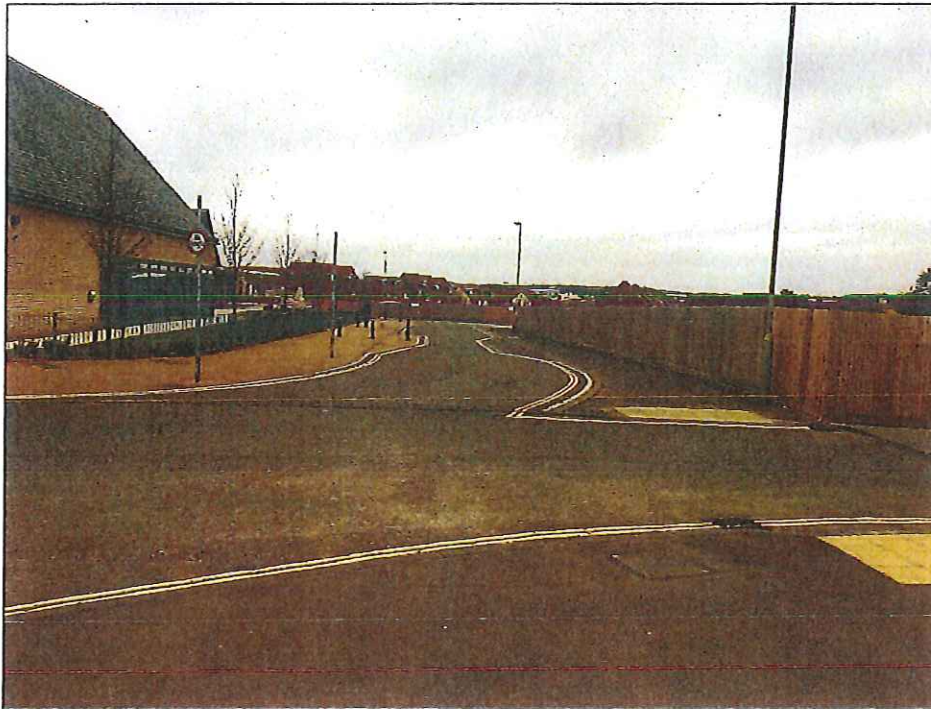
Image 2.1: Example of an access restriction by design



Norn Hill, Oakridge, Basingstoke, Hampshire (Google Maps)

- 2.2.3 The Norn Hill example demonstrates that, without physical enforcement, vehicles seeking access to the Ringway are prevented from travelling along the Norn Hill link. Whilst there are occasional violations, the restriction is in the main well observed.
- 2.2.4 Another example of a design led access restriction is at East Anton, Andover, where access to the local centre is to be restricted through design to use by buses only. The scheme, agreed with HCC and shown at Image 2.2 (and the final design at Image 2.3), uses 'No Entry' signage, carriageway narrowing and advanced warning signing to deter general vehicular use. The works are supported by a Traffic Regulation Order. This scheme has been recently implemented as shown at Image 2.2.

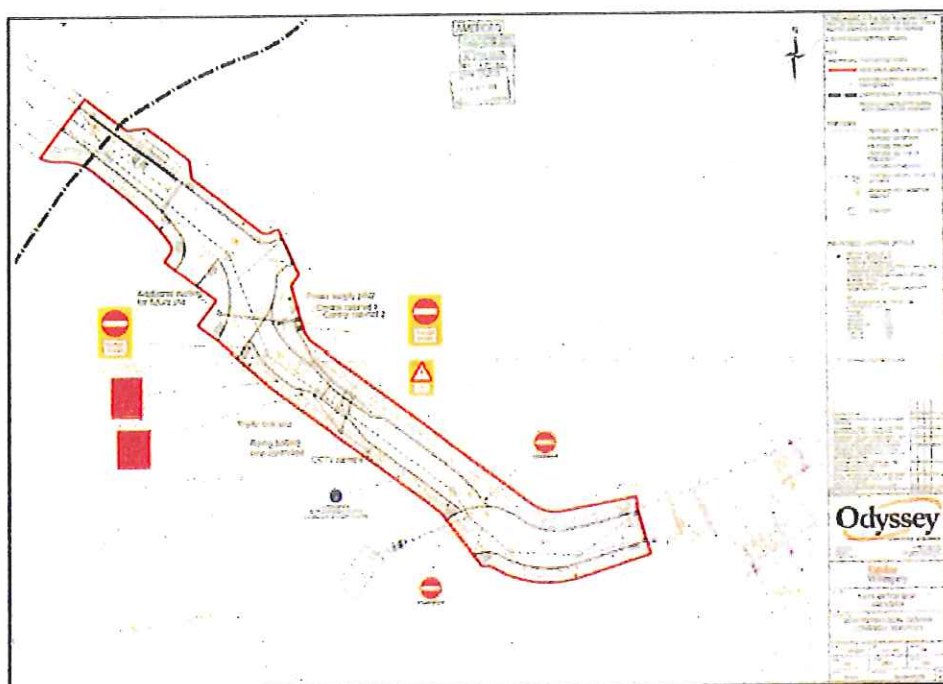
Image 2.2: East Anton Access Bus Only Link



East Anton, Andover, Hampshire

- 2.2.5 The legal agreement provides that, in the event that a design led solution is not effective at East Anton, there is an ability to 'upgrade' the works to layer additional disincentives and enforcement into the works which would include provision of a physical restriction through delivery of a rising bollard system. This 'fall-back' scheme is shown at Image 2.3.

Image 2.3: East Anton Access Bus Only Link



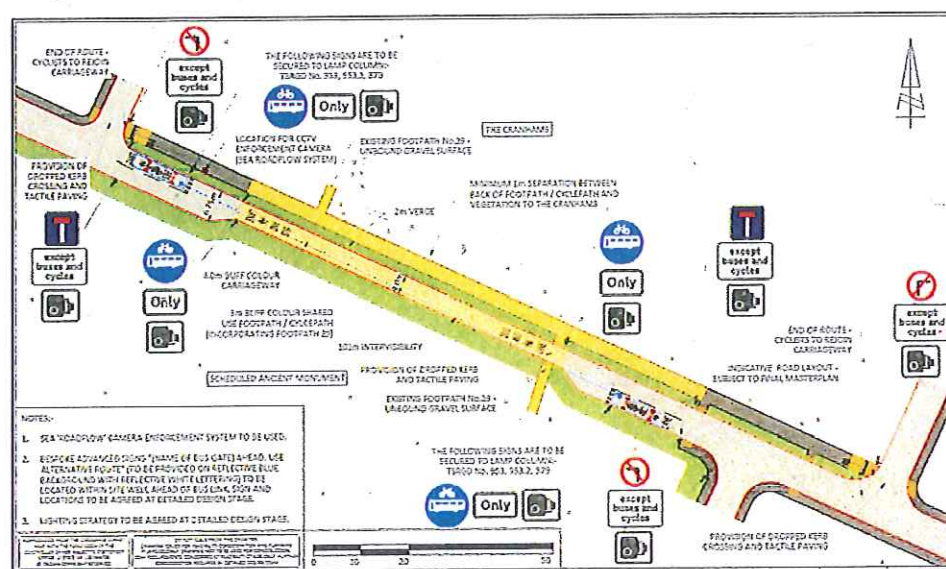
East Anton, Andover, Hampshire

- 2.2.6 In the event a design led solution is taken forward at Boorley Gardens, additional remedial measures, such as the implementation of enforcement of physical restriction, can be readily secured in legal agreements which also require the monitoring and future implementation of remedial or additional works as necessary.

2.3 Option B – Camera Enforcement

- 2.3.1 To deliver increased 'teeth' to a design led solution, legal enforcement such as through camera enforcement can be delivered.
- 2.3.2 Under the Traffic Management Act, Hampshire County Council, as a local highway authority, is enabled to enforce moving traffic offences which would include contravention of a Traffic Regulation Order of a bus only link, or a no-entry route. Offences can be detected by camera and fines used to enforced violations.
- 2.3.3 An example of the use of camera enforced access restriction is in Gloucestershire where camera enforcement is promoted by their design guide '*Manual for Gloucester Streets*'. Under this guidance, i-Transport has recently agreed a camera enforced design led bus link in connection with a development at Cirencester, which uses carriageway narrowing and design to restrict movement rather than physical restriction. The agreed scheme is shown in Image 2.4.

Image 2.4: Camera Enforcement of an access restriction system



South Chesterton, Cirencester

- 2.3.4 Whilst such a system could not be operated by a private body, who do not benefit from the same powers as HCC, a similar system has been used within Hampshire using ANPR camera technology (operated by private bodies) to monitor routing agreement violations at Andover Business Park (with a similar scheme due to be implemented at Hartland Park, Farnborough).
- 2.3.5 Whilst these alternatives are slightly different from the enforcement of a bus link, there is a potential role for camera technology in enforcing access restrictions.

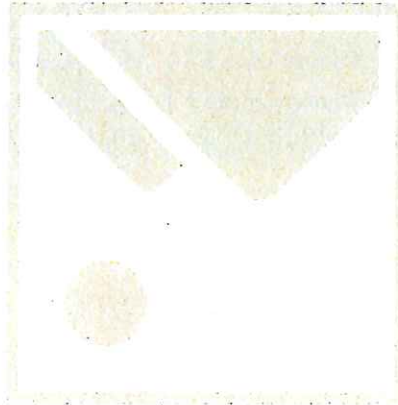
2.4 Option C – Physical Restriction

- 2.4.1 In the event that design-led solution is not considered appropriate, there are a large number of physical restriction systems that can and are regularly used to restrict certain traffic movements, including rising arm barrier systems, road blockers or rising bollards. These are regularly used for controlling car park access, access to private roads and estates, bus gates in the public realm, and on-site control at airports and ports.

Rising Arm Barrier

- 2.4.2 An example of how a rising arm barrier system has been used in Hampshire is on Penner Lane at Broadmarsh, as agreed with Hampshire County Council and shown at Image 2.5.

Image 2.5: Access Restriction System at Langstone Technology Park



Penner Lane, Langstone, Hampshire (Google Maps)

- 2.4.3 This example demonstrates how a private bus only link can be provided and controlled using a combination of design (lining, marking and signing) and physical restriction measures, including a rising arm barrier. This system has been installed for a number of years without issue and is managed and maintained by the estate management company.

Rising Bollard

- 2.4.4 An alternative to the rising arm barrier is a rising bollard system, which is more traditionally associated with bus gates and have been successfully used by Hampshire County Council in the past, for example at Yew Tree Drive, Whiteley (Image 2.6).

Image 2.6: Yew Tree Drive Bus Gate



Yew Tree Drive, Hampshire (Google Maps)

- 2.4.5 Due to a political desire to enable traffic to use Yew Tree Drive this system has now been removed but it did for a number of years operate successfully as a bus only restriction system. The scheme used a rising bollard, approach signage and lighting, along with road markings to prevent use by general vehicles.

Combined Restriction

- 2.4.6 Another example, again in Hampshire, is at Farnborough Business Park, where an access restriction system has been employed in a number of locations in the business park to control access to approved vehicles, buses and emergency vehicles. This system combines a rising arm barrier and a rising bollard (Image 2.7). A series of legal provisions in a Section 106 Agreement ensure its ongoing maintenance, management and operation.

Image 2.7: Access Restriction System at Farnborough Business Park



Farnborough Business Park, Farnborough, Hampshire (Google Maps)

Maintenance and management of a private access restrictor

- 2.4.7 Any technology is prone to occasional technological failure, and to ensure that restriction systems remain effective in the longer term, there would need to be enforceable monitoring and maintenance requirements that are legally secured. This is all achievable using a Section 106 planning obligation, as has been achieved for the examples set out in this note.

2.4.8 Monitoring and management can be achieved on private sites through the estate management company, which for a development site the size of Boorley Gardens, will have an ongoing role on the site in perpetuity. The management company will have long term responsibility for maintaining open spaces, play areas, private roads and paths, lighting, communal buildings and wildlife areas among other matters. This provides a realistic, long term vehicle through which the management of an access restriction can be enabled and secured.

2.4.9 To secure ongoing operation of a private access restriction the following matters would need to be detailed and secured in a legal agreement:

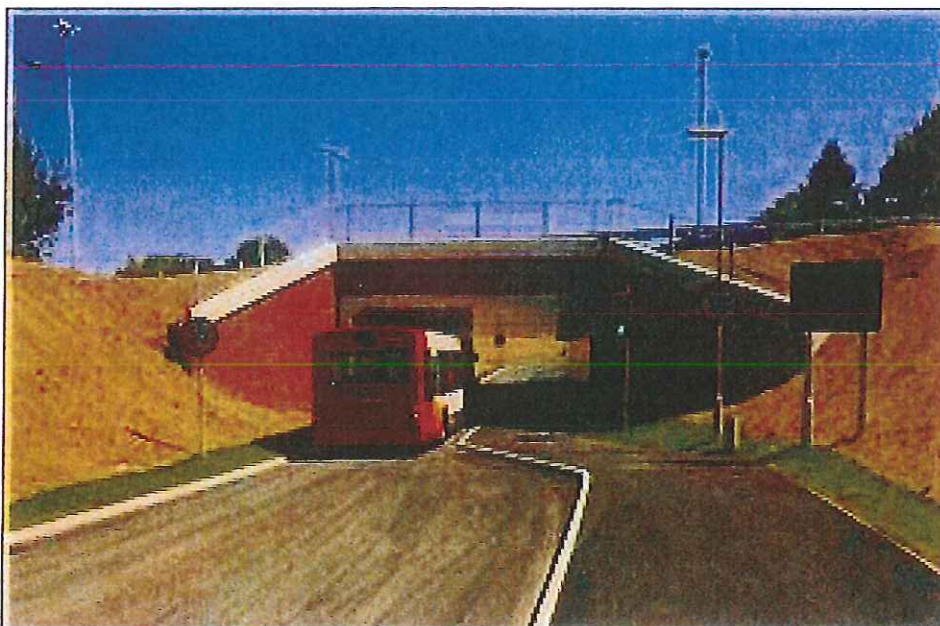
- Barrier breakdown reporting (which can be achieved through GRPS software);
- Routine maintenance (which can be tied to a contractual requirement); and
- Fault repair times.

2.5 Option D - Traffic Signal Operation

2.5.1 An alternative to a restriction system is the implementation of a traffic signal control which would show red phases until a bus is detected (using on-vehicle detection) and would therefore deter private vehicles from accessing the route.

2.5.2 An example of such a system is at Picket Twenty, Andover, Hampshire (Image 2.8).

Image 2.8: Andover Traffic Signal Bus Only Link



Picket Twenty Bus Underpass

- 2.5.3 At Picket Twenty, the 'bus only' underpass link is operated and controlled by traffic signal operation. This system has been successfully implemented for a number of years and is understood to operate without regular violation.
- 2.5.4 Hampshire County Council has also agreed to a similar system being installed at River Way in connection with the East Anton scheme, again in Andover, Hampshire. The scheme is currently in the final stages of construction and due for opening shortly (Image 2.9). This combines signage and road markings, with a traffic signal set to only be triggered when a bus approaches.

Image 2.9: Andover Traffic Signal Bus Only Link



East Anton, River Way

2.6 Summary

- 2.6.1 This note has set out a number of different options for restricting access and has identified examples of each system, the majority of which are taken from existing or agreed sites within Hampshire (save camera enforcement).
- 2.6.2 From this review it is demonstrated that each of the options identified has the ability to deliver the access control required at Boorley Gardens and that there is a realistic and deliverable design solution to achieve access restriction at the site.
- 2.6.3 Due to the ongoing resource and management required, it is understood that HCC would not be open to considering a camera enforcement system at this time. In a similar manner, HCC has also identified that it is concerned to ensure that any solution places as minimal a burden on the local authority as possible.

2.6.4 Due to the relatively short distance between the proposed station user car parks, and the potential travel time incentive for Boorley Gardens residents to access Shamblehurst Lane North to reach wider Hedge End, there is a risk that a design based solution alone may not be fully successful in reducing exploitation of the route. This could however be considered as an initial scheme, with the potential for physical enforcement to be implemented at a later stage if required, in a similar way to the East Anton scheme.

2.6.5 The use of an access restriction system, such as a barrier or a bollard, is likely to be very successful in restricting access to Shamblehurst Lane North for all but buses. To remove any ongoing management or resource requirement for HCC, this could be delivered as a private system, in the same way as has been successfully delivered at Broadmarsh and at Farnborough Business Park. The legal agreement can ensure the ongoing operation, management and maintenance of the system in a legally enforceable manner.

2.6.6 Alternatively, whilst not providing a physical barrier, a traffic signal option combined with design measures would also be effective in restricting unauthorized access to Shamblehurst Lane North.

2.7 Recommendation

2.7.1 In this case, and in view of the options available, it is considered that a private barrier system is likely to offer the optimum solution. This would provide physical restriction, is relatively easy to manage and maintain in the longer term, can be located on private land and would deliver a system that presented no ongoing burden to HCC to manage or maintain.

2.7.2 Management of the restriction system would be important and this can be secured through the legal agreement, as with other cases, to achieve:

- Ongoing provision, management and maintenance of the restriction;
- Monitoring of its use and effectiveness; and
- Reporting to HCC.

2.7.3 The Consortium would be responsible for these obligations, and through its management company would discharge these in perpetuity.

APPENDIX A

BLUESTAR MEETING NOTE

NOTES OF MEETING

Project No: 11055
Project Title: Boorley Gardens, Boorley Green
Date/Time: 10 February 2016
Venue: Bluestar Offices, Eastleigh

i-Transport LLP
 Grove House
 Lutyens Close
 Chineham Court
 Basingstoke
 Hampshire
 RG24 8AG
 Tel: 01256 338640
 Fax: 01256 338644
 www.i-transport.co.uk

Attendees

Matt Kitchin	-	Bluestar	(MK)
Tim Wall	-	i-Transport	(TW)
Nick Billingham	-	i-Transport	(NB)

Item	Action
1.0 Introductions and Purpose of Meeting 1.1 TW summarised for MK the current position regarding the appeal for the Boorley Gardens site and the work which has already been progressed with HCC and Highways England towards addressing their objections. 1.2 MK was involved in the earlier discussions which had taken place between Bluestar and the Consortium's previous consultants as to how the development proposals could link with local bus services. MK was keen to understand how bus services Bluestar operate could serve development at Boorley Gardens and also that planned for NE Boorley Green and West of Horton Heath.	
2.0 Existing Operations 2.1 MK stated that Bluestar Route 3 between Southampton and Boorley Green currently operates an hourly service, Monday to Saturday, on a commercial basis. Sunday services used to be supported by HCC however this had now been withdrawn. Bluestar were therefore continuing to run a reduced frequency Sunday service but on a completely commercial basis. 2.2 Furthermore, MK noted that Bluestar's future aspiration is to provide a new service to capture residents of future development at Boorley Gardens, NE Boorley Green and West of Horton Heath. Bluestar are keen to deliver bus services to each of the sites in the future.	
3.0 Option 1 – Diversion of Service 3 into Boorley Gardens Site 3.1 TW presented an option to MK that indicatively showed Service 3 routing into and turning within the Boorley Gardens site before travelling back towards Southampton on its existing route via Winchester Road.	

Item	Action
3.2 MK believed there was some benefit in this option in terms of capturing the additional patronage generated by the Boorley Gardens development. This would need to be weighed up against the increase in journey time and ultimately whether it could be delivered without requiring additional buses to maintain the existing frequency. 3.3 MK stated that Bluestar look for any public transport offering to be implemented upon first occupation of a new site to ensure maximum modal shift is captured.	
4.0 Option 2 – Re-routing of Service 3 via Shamblehurst Lane North 4.1 TW presented an option to MK whereby Service 3 was re-routed to serve both Hedge End station and surrounding residential areas. This would be facilitated by a link through the Boorley Gardens site and providing a bus only access onto Shamblehurst Lane North. The link through the site and improvements on Shamblehurst Lane North would be designed to ensure buses can be accommodated, being a minimum of 6.0m wide. 4.2 MK stated that Bluestar were very keen to see the link through the site come forward and that they expect to run commercial services on the link in the event it is delivered, allowing better bus operation to be delivered in the area. It is the desire of Bluestar to provide a bus service of every half hour or better during the day but the exact details of frequency will be determined by the commercial viability of the route. 4.3 NB identified that the revised routing would reduce the journey distance of Route 3 by approximately 7km which would equate to a saving of 10-15 minutes. It would also help to provide a direct link to Hedge End Station, which residents to the south have previously requested, and also serve a larger area of northern Hedge End, helping to increase patronage. 4.4 MK agreed to discuss the proposals with Marc West, Bluestar's Network Planning Manager, but initial thoughts are that this revised route would be something they would be very keen to utilise, particularly as an interim phase before a wider review is conducted regarding a new service for all three development sites, and that this could be delivered within existing route timings. 4.5 NB presented the work which had been prepared to calculate the likely patronage Boorley Gardens would generate. This could be up to another 140 daily users. MK indicated that an additional 300 daily users are needed to justify an additional peak bus being added to a route and it was therefore agreed that combined with likely patronage from NE Boorley Green and additional coverage of northern areas of Hedge End this would warrant increasing Route 3 (or a new route) to a 30-minute frequency service. 4.6 It was agreed that Route 3 could in principle be diverted when the road link was in place.	MK

Item	Action
5.0 AOB 5.1 TW stated that the developer would be willing to fund bus stop improvements at Pear Tree Inn and that a layover facility could be provided on site to assist bus operations. Both items were particularly welcomed by MK. 5.2 Alongside improving infrastructure, public transport use would be supported by a Travel Plan including personalised journey planning and 'taster tickets'. MK has previous experience of providing these through local estate agents and if they were to be offered site wide a financial deal could be reached between the Consortium and Bluestar. 5.3 Aside from requesting that any road through the site intending to serve as a bus route does not have speed humps, MK was, in summary, very supportive of the proposed bus strategy for the site and indicated that Bluestar would be keen to utilise the potential routing options this infrastructure provides.	

Author: Nick Billingham

APPENDIX THREE
NOMINATIONS AGREEMENT

HAMPSHIRE HOME CHOICE (HHC) PARTNERING ARRANGEMENT

Appendices

1. HHC Allocation Framework
2. HHC Partnership Members
3. Service Level Agreement
4. Charging Policy
5. Properties excluded from Hampshire Home Choice Scheme

1 INTRODUCTION

1.1 Hampshire Home Choice

Hampshire Home Choice is a Sub-Regional Choice Based Lettings partnership. East Hampshire District Council, Eastleigh Borough Council, Havant Borough Council, Test Valley Borough Council and Winchester City Council have agreed to adopt a joint approach to allocating social housing and will operate a sub regional scheme across the five areas (the HHC area). The Choice Based Lettings Scheme will operate under the name of Hampshire Home Choice (HHC).

1.2 Selected IT Provider

Abritas Limited (Co No: 4101079) Soane Point, 6-8 Market Place, Reading, Berkshire RG1 2EG

1.3 Purpose of the Hampshire Home Choice Partnership

In East Hampshire, Eastleigh, Havant, Test Valley and Winchester areas, affordable social housing is a limited resource. Demand for housing is high with 11, 015 households on the HHC Housing Register. Hampshire Home Choice will:

- Provide affordable housing opportunities and choice to people who are unable to access suitable housing within the HHC area.
- 100% of social lettings* to be made through the scheme (there may be some local exceptions**).
- Encourage customers to make informed decisions on what accommodation they would like to be considered for, where they would like to live and the opportunity to actively look for their own home.
- Provide a fair, transparent and easy to understand scheme accessible to all customers that also provides an effective safety net for those who are homeless or have urgent housing needs.

* social lettings include social and Affordable Rent tenancies

** with prior agreement between RP and LA Manager in exceptional circumstances

1.4 Objectives of Hampshire Home Choice

The Councils in partnership with Registered Providers (RPs) have agreed the following objectives for Hampshire Home Choice:

1. To provide a single point of access to customers across the 5 authorities
2. To increase customer choice
3. To assist social and economic mobility and access to employment.
4. To reduce costs through economies of scale
5. To reduce voids/rent loss on harder to let properties
6. To assist where possible partner authorities to meet homeless duties
7. To be sufficiently flexible to reflect and address local issues
8. To provide consistency and transparency to customers RPs and partner authorities
9. To encourage further joint working between the authorities, where appropriate
10. To maintain a balance of cross-boundary moves ensuring local people are not disadvantaged (excluding Eastleigh Borough Council)
11. To consider opportunities for expanding the Partnership where it is appropriate and all partners agree.

GOVERNANCE

1.5 The Hampshire Home Choice Board

The Board will meet quarterly to review progress in connection with targets and objectives of the scheme, decide on any actions or decisions to be taken to enable HHC to develop, to agree new objectives and regularly review budgets and the financing of the scheme.

1.6 Board Membership

The Board will consist of one representative from:

East Hampshire District Council
Eastleigh Borough Council
Havant Borough Council
Test Valley Borough Council
Winchester City Council
First Wessex
The Guinness Partnership
Housing Services – Winchester City Council
Radian
Aster Communities

- 1.7** RPs will be represented on the HHC Board by the four LSVT organisations in East Hampshire, Eastleigh, Havant and Test Valley local authority areas and the Winchester Housing Service.

- 1.8** Elected representatives from the five councils will be invited to join the Board, attending alternate meetings.

2 HAMPSHIRE HOME CHOICE – CHOICE BASED LETTING SCHEME

The HHC Housing Register was established on 1 April 2009, as the single register of housing need and point of access for both first-time applicants and

existing tenants of Registered Providers (RP) in the Council areas wishing to transfer to alternative accommodation.

The HHC Housing Register will be administered in accordance with the Allocation Framework appended to this document (Appendix 1).

2.1 Service Level Agreement

The Service Level Agreement between the Councils and RPs is detailed in Appendix 3. Performance will be regularly monitored by the HHC Manager and reported to the Board to ensure that performance is being maintained, targets achieved at an acceptable level and in accordance with agreed targets.

2.2 Cost of Administering the Hampshire Home Choice Scheme

The Councils will administer the HHC Scheme on behalf of the HHC Partnership. RPs will be invoiced annually for their contribution to the on-going costs of the HHC Scheme. The recharging policy is detailed in Appendix 4.

2.3 The Councils' Obligations

1. The Councils will operate and maintain the HHC Scheme.
2. The Councils will ensure that all the necessary licences and IT infrastructure are in place and remain in place for the duration of The Agreement. User logons available to RPs will not be restricted and based on reasonable requirements.
3. The Councils will employ a Manager to co-ordinate, monitor and manage The HHC Scheme, and a key officer will be responsible for the HHC Scheme at each of the individual local authorities.
4. All social lettings will be made through the HHC Scheme, subject to local exceptions agreed by individual Councils.
5. Requests for management transfers will be considered by each Council upon receipt of an appropriate report from Senior Manager/Head of Landlord Services, a banding priority will then be awarded to the applicant.
6. For those seeking affordable housing, the Scheme will be the only means of accessing such accommodation.
7. The Councils will be the link with the IT provider and ensure the system is working effectively.
8. The Councils will ensure that effective governance arrangements are in place for the Scheme.

2.4 Registered Providers' Obligations

1. The Registered Provider (RP) will make all of its social housing stock available to the HHC Scheme. There may be some exceptions with prior

agreement between individual RPs and the relevant council Manager, in exceptional circumstances.

2. The RP will make payments to the Councils as outlined in The Arrangement to contribute towards the cost of administering the HHC Scheme and the IT Provider's licence fees.
3. The RP will provide such information as it is lawfully able to provide, to the Councils, where reasonably requested by the Councils, for the purposes of the efficient administration of the HHC Scheme.
4. The RPs will send representatives to attend the Board and User Groups as appropriate.

2.5 Payment

This document details the charging policy for RPs who operate and has housing stock within the HHC area.

The duration of the Arrangement is April 2015 to March 2018.

1. The RPs will be invoiced for their contribution in September of each year and will pay within 28 days of receipt of the invoice.
2. The payment will be made in the method prescribed by the Councils.
3. The amount of the charges will be subject to review every 12 months and agreed by the Board.
4. The payment charged will reflect the running cost of the scheme incurred by the Councils. These costs will be monitored and made available to the RPs.
5. The Councils have the right to terminate The Arrangement immediately and without notice if payment is not received as agreed.

2.6 Notice

1. Any RP can terminate their involvement in The HHC Partnership by giving a minimum of six months notice to The Councils in writing.
2. The RP giving notice will be responsible for their agreed financial contribution for the entire financial year in which they have given notice.
3. The Councils can terminate The Arrangement without agreement from an individual RP by giving a minimum of six months notice to the RP in writing, agreement will be reached between the parties on any repayment of the annual fee.
4. Notice takes effect when it is received by the party it is served upon.

3

The Partnering Arrangement

This document details the HHC Partnering Arrangement for Registered Providers who operate and have housing stock within East Hampshire, Eastleigh, Havant, Test Valley and Winchester local authority areas.

The duration of the Partnering Arrangement is April 2015 to March 2018.

This Arrangement ('The Arrangement') is made on the _____ between:

The Councils

East Hampshire District Council, Portfolio Holder

Eastleigh Borough Council, Portfolio Holder

Havant Borough Council, Portfolio Holder

Test Valley Borough Council, Portfolio Holder

Winchester City Council, Portfolio Holder

And

Registered Provider

(Signed on behalf of (Insert name of RP)).

RP Address Details.....

Signed

Date

Appendix 1 – HHC Allocation Framework

Appendix 2- Hampshire Home Choice Partnership Members

Below is listed the current members of HHC Partnership.

Membership may be subject to change.

- East Hampshire District Council
- Eastleigh Borough Council
- Havant Borough Council
- Test Valley Borough Council
- Winchester City Council
- Aster Communities
- First Wessex
- The Guinness Partnership
- Radian
- A2 Dominion
- Enham Trust
- Hyde Martlet
- Petersfield Housing Association
- Sanctuary/Shafesbury
- Saxon Weald
- Sentinel
- Sovereign/Kingfisher
- Spectrum
- Stonewater
- Synergy

Non associate Members

- Ability
- Affinity Sutton
- English Rural Villages
- Hanover
- Home Group
- Housing and Care 21
- Southern Housing Group
- Winchester Housing Trust

Appendix 3 – Service Level Agreement

The following performance targets have been set for the operation of Hampshire Home Choice.

Task	Target	Acceptable performance level
The Councils, will on behalf of the partnership will ensure the following: <u>On line applications</u> - assessed, registered and applicant informed within 10 working days of all information having been received. <u>Paper applications</u> - are assessed, registered and applicant informed within 10 working days of all information having been received. <u>On line messages</u> - response sent within 5 working days. <u>Medical assessments</u> - assessed, registered and applicant informed within 28 working days of all information having been received. <u>Change of circumstances</u> - update applications to reflect any change of circumstance as advised on the change of circs form. <u>Adverts</u> All vacancies notified in full to the Council by noon on Tuesday will be advertised through HHC the following day (Wednesday).	10 working days 15 working days 5 working days 28 working days 10 working days	95% 95% 95% 95% 95% 100%

<u>Nominations</u> Provide an initial nominee to partner RPs following close of bidding cycle. Provide a further nominee to RPs following refusal of original nominee. Publish and display results of successful nominations on the HHC website. <u>Other</u> Provide HHC management reports to HHC RP User Group meetings. Make decision on requests for reviews on behalf of partnership.	2 working days 2 working days 1 month Quarterly 56 days	100% 100% 100% 100% 100%
Registered Providers will ensure the following: <u>Adverts</u> Property adverts will be accurate, complete and contain full details of the property, including an appropriate photograph. <u>Nominations</u> Approve or reject a suggested match on Abritas; if refusing, provide an appropriate reason for the refusal. Confirm in writing to the applicant any refusals to a suggested match outlining the reasons for the refusal; attach a copy of the letter to the nominee's application on Abritas. Reject a nomination on Abritas should a nominee refuse the offer so that details of the next nominee can be forwarded, providing an appropriate reason for the refusal.	5 working days 10 working days 2 working days	100% 95% 95% 95%

Complete the tenancy commencement details on Abritas once the tenancy has started.	5 working days	95%
<u>Other</u> Provide information on transferring applicants as requested by the Council or RP they have been nominated to.	2 working days	100%
Provide information requested by the HHC Manager.	As requested	
Attend HHC RP User Group or give apologies	Quarterly	

Appendix 4- Charging Policy

An annual Membership Fee based on stock size within the HHC area and/or developing RP status and a fixed rate per nomination.

- **Membership Charge** - Sliding Scale based on stock size.
 - Stock above 500 units - £5000
 - Stock between 100 – 500 units - £500
 - Stock below 100 units – £200
 - Charge for non-core HHC members- £50 per nomination

Definition of Developing Registered Provider - Housing Providers who may have a contract with the Homes and Communities Agency to develop and/or are funded by the HHC local authorities and/or use their own financial resources to develop new affordable housing.

Appendix 5 - Properties excluded from Hampshire Home Choice

(a) Landlord Criteria

For certain vacancies, registered social landlords may wish to specify other eligibility restrictions in order to meet their organisation's own internal lettings policy or for housing management reasons, e.g. decanting of tenants.

These restrictions will be clearly labelled when the property is advertised.

(b) Temporary accommodation used for homeless households.

These vacancies are used to meet the Council's statutory homelessness duties, specifically designated for this purpose and are not permanent accommodation. Include hostels, private leasing arrangements and are properties not available for general letting.

(c) Community Safety Issues

Where a community safety issue may be an issue, for example re-housing under the Hampshire and Isle of Wight Multi-Agency Public Protection arrangements (MAPPA) Dangerous Offenders Protocol.

(d) Low cost homeownership

These vacancies maybe advertised but will be clearly labelled.

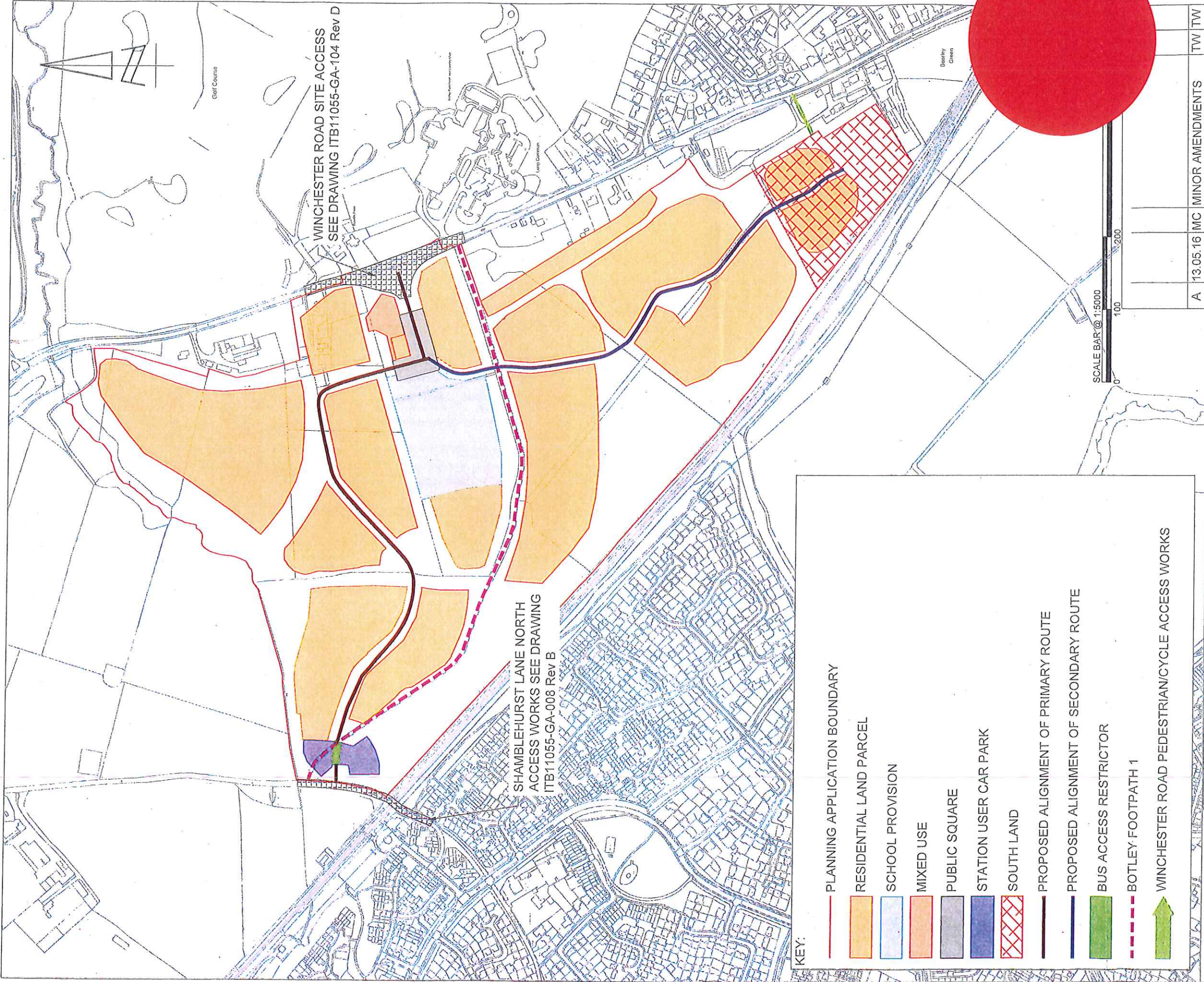
APPENDIX FOUR
DRAWINGS/PLANS

The Drawing

Land Ownership Plan

Primary School Site

Off-Site Highway Works



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CLIENT:

GLEESON / MILLER / WELBECK

TITLE:

S106 TRANSPORT CONTEXT PLAN

i-Transport

Grove House, Lutyens Close, Chineham
Basingstoke, Hampshire, RG24 8AG
Tel: 01256 338640
Fax: 01256 338644
www.i-transport.co.uk

PROJECT:

BOORLEY GARDENS, BOORLEY GREEN

DRAWING No:

ITB11055-GA-019

PROJECT No:

ITB11055

REV:

A

STATUS:

FOR PLANNING

SCALE @ A3:

1:5000

CHECKED:

TW

APPROVED:

TW

FILE REF:

ITB11055

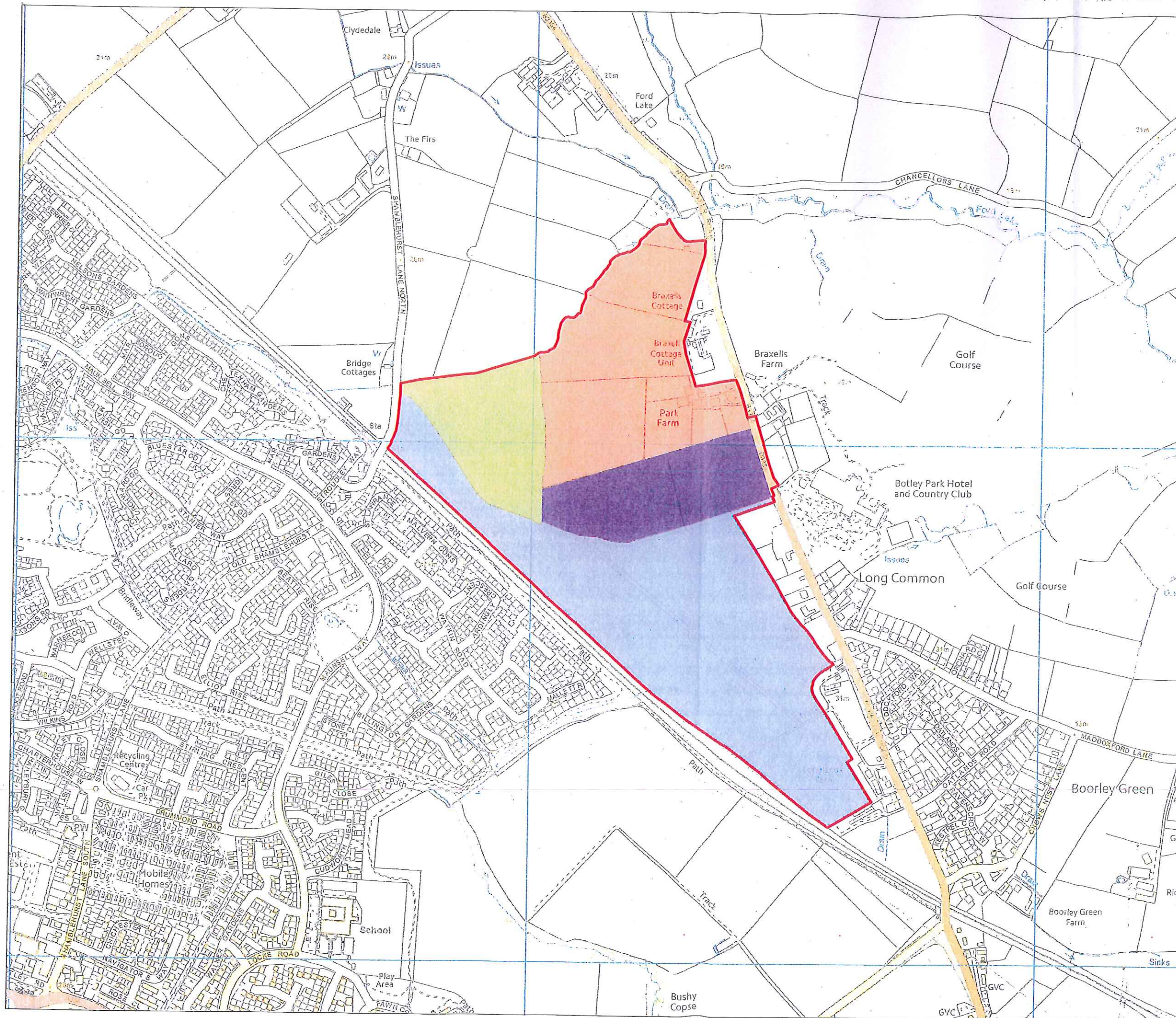
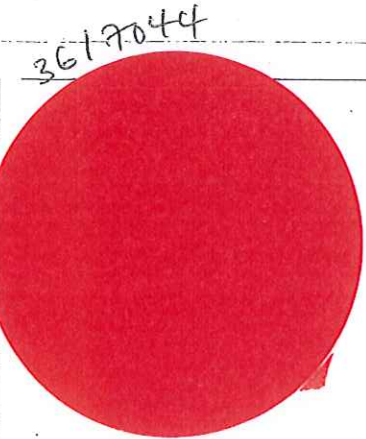
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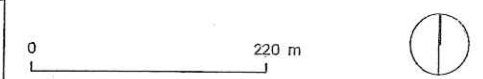
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Land ownership

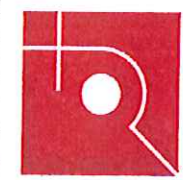
Land to the north west of Boorley Green
Gleeson Development Ltd, Miller Homes
and Welbeck Strategic



Dwg no/	Revision
24 May 2016	Drawn by: JC Checked by: TS
Scale: 1:7,000 @A3	

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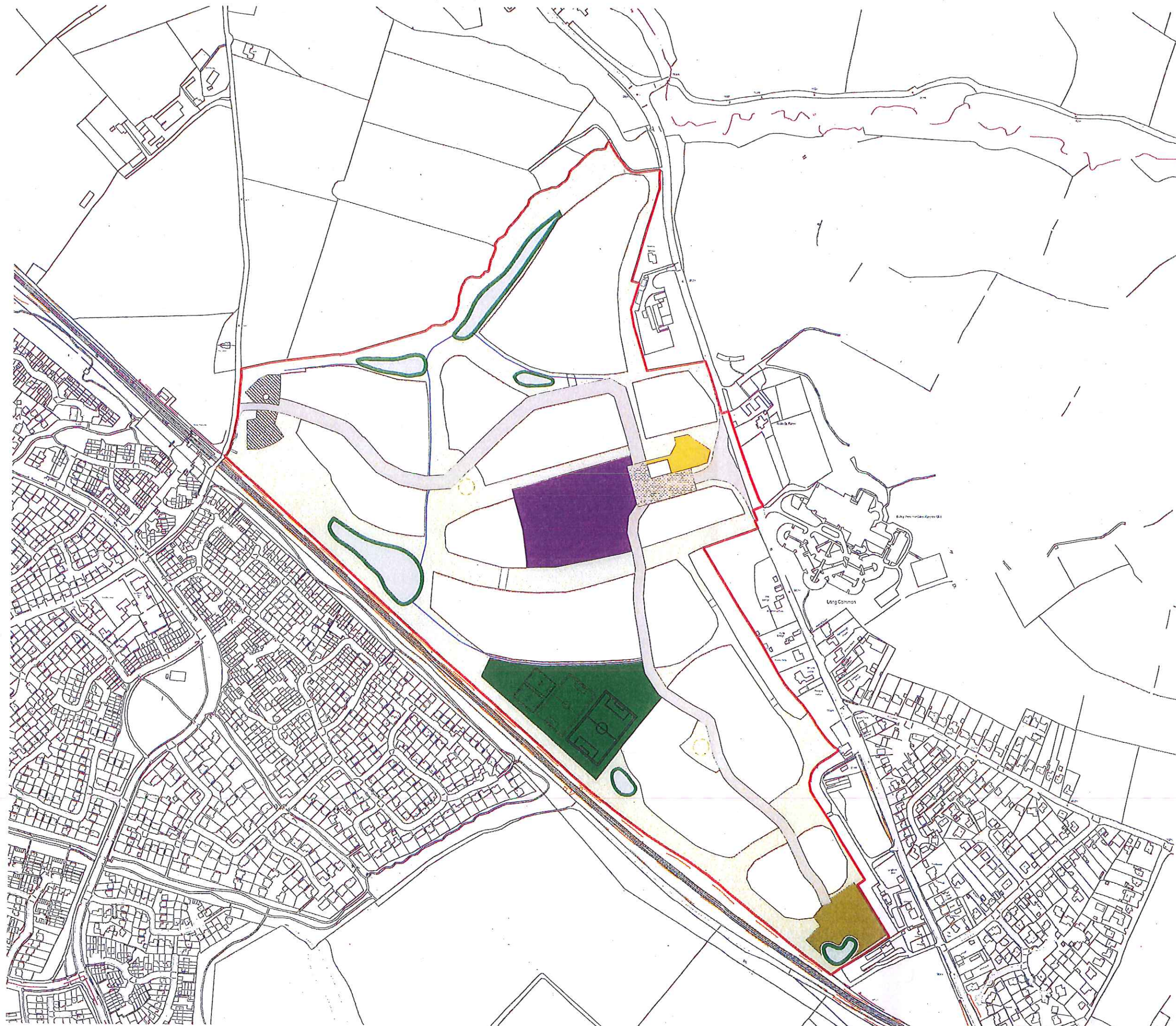


LONDON
Linen Hall
162-163 Regent St
London
W1B 5TE

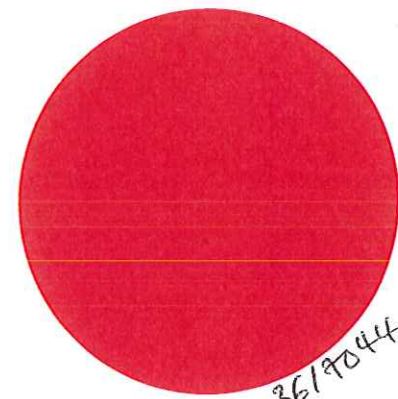
BOURNEMOUTH
Erasmus House
Deanleigh Road
Bournemouth
BH7 7DU

TERENCE
OROURKE

TELEPHONE
020 3564 9755
www.terid.co.uk



- Key**
- Red line - 45.41 ha
 - Residential development areas
 - Mixed use
 - Land for primary school
 - Primary and secondary movement corridors
 - Road crossing open space
 - Public square
 - Formal open space
 - Informal open space
 - Attenuation basin
 - Parking (related to the train station)
 - Proposed swale locations
 - Allotments
 - Play areas for children
(Areas to include play equipment or natural play. Minimum total area across the two locations to be 0.05ha)



h

Notes/Revisions



Hedge End
Hedge End Consortium

Boorley Gardens
Land use plan

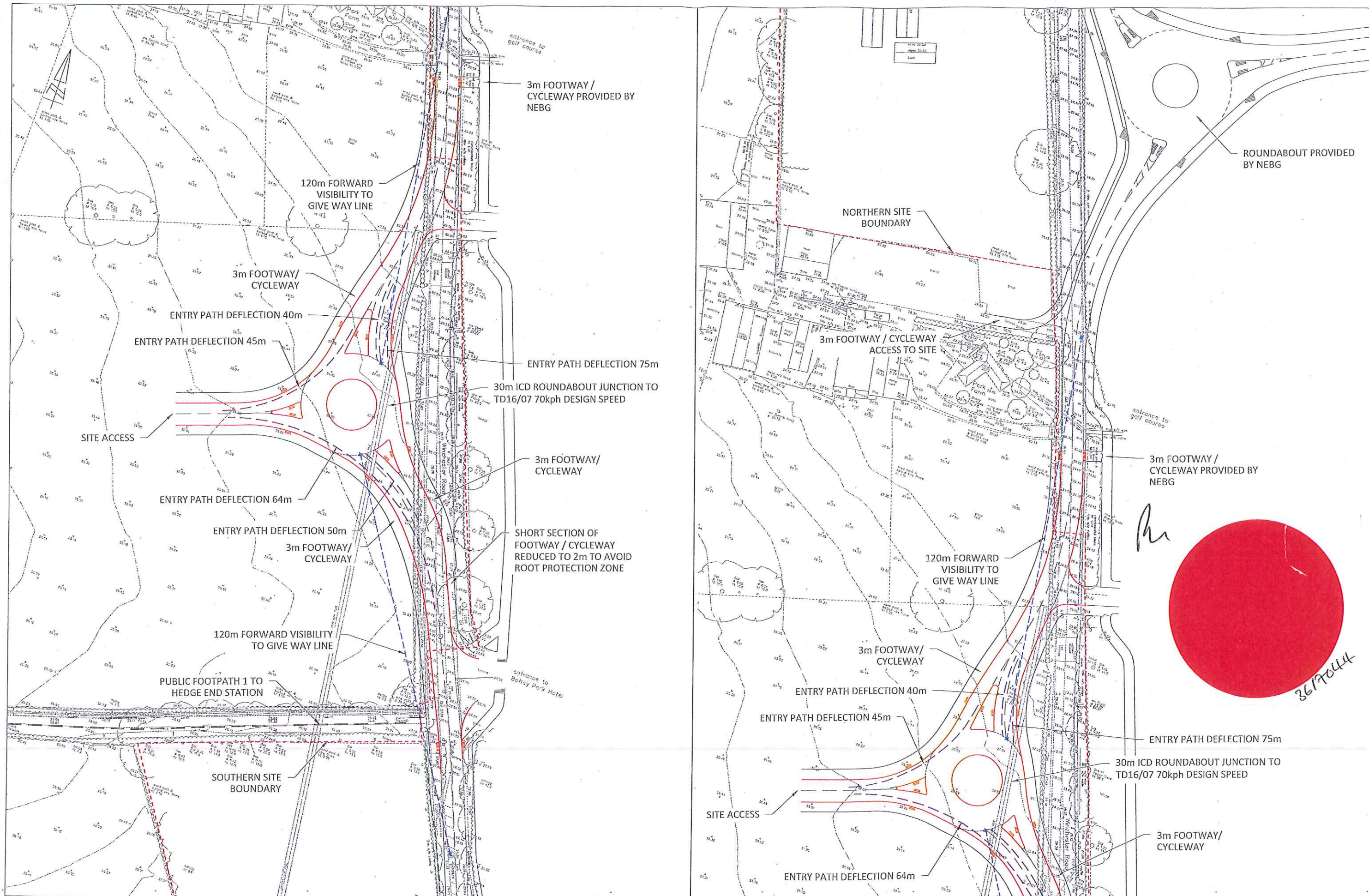
143405/LUB/003	Revision: G
Final	Date issued: March 2018
1:5000@A3	Drawn by: MF Checked by: RB

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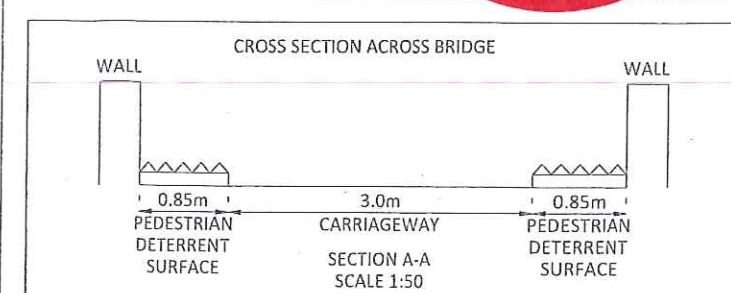
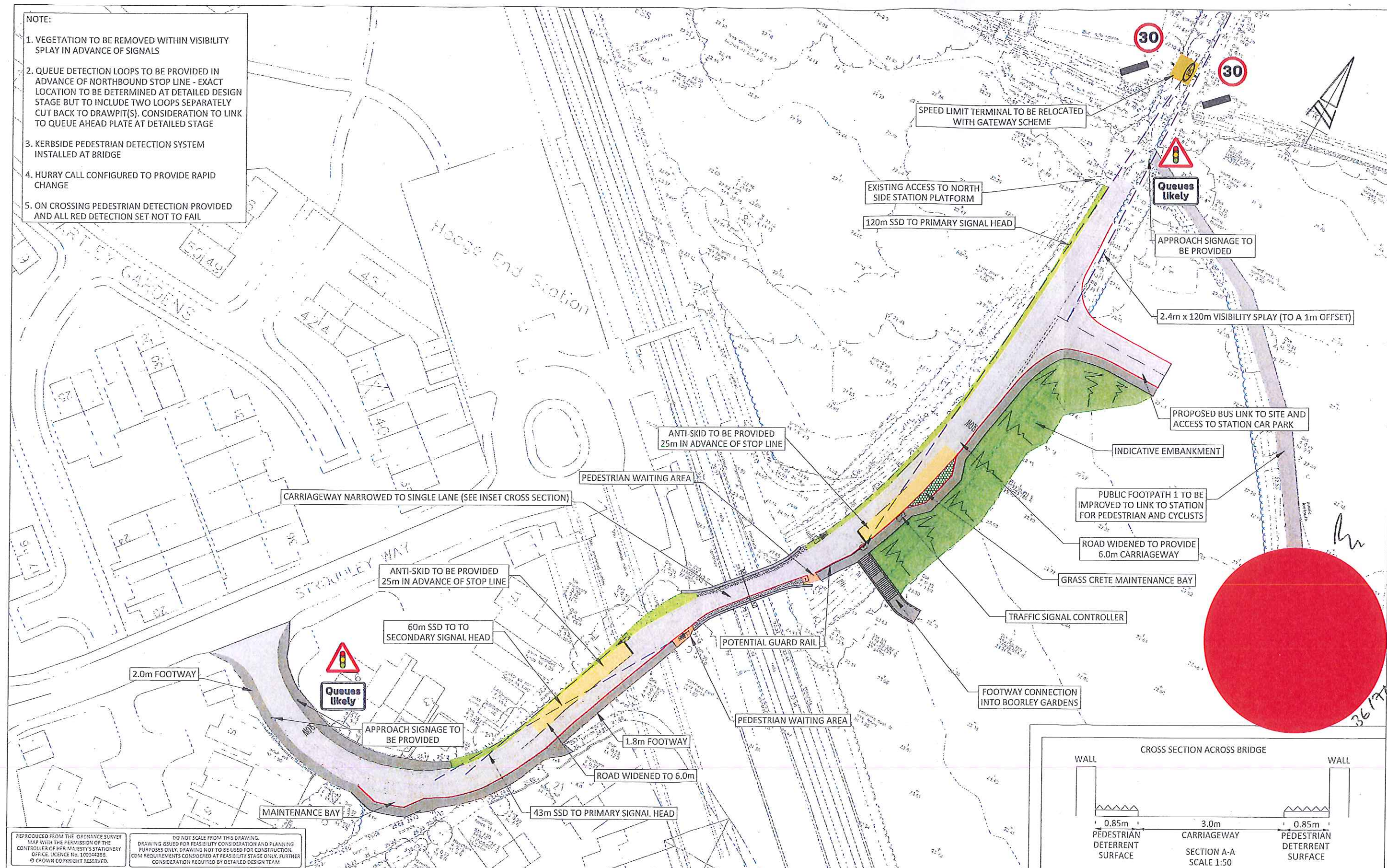
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Bournemouth
Everdene House Deansleigh Road Bournemouth BH7 7DU
020 3664 6755 enquiries@torltd.co.uk www.torltd.co.uk



NOTE:		KEY:		1-Transport		D 02.03.16 MC RED LINE BOUNDARY UPDATED		TW TW		PROPOSED SITE ACCESS (WITH NE BOORLEY GREEN ACCESS)		SCALE 1:500		OVERSIGHT		APPROVED	
1. TACTILE / HAZARD PAVING TO BE CONSIDERED AT DETAILED DESIGN STAGE		--- INDICATIVE HIGHWAY BOUNDARY		Grove Mount, Lymington, Hampshire, RG24 8AG Tel: 01256 330540 Fax: 01256 330544		C 02.03.16 MC MINOR AMENDMENTS		TW TW		BOORLEY GREEN, BOORLEY GARDENS, HAMPSHIRE		DRAWN		TW		MG	
A 05.02.16 MC MINOR AMENDMENTS				www.1-transport.co.uk		B 28.02.16 MC MINOR AMENDMENTS		TW TW		GLESN STRATEGIC LAND		PROJECT		MC		JANUARY 2016	
A 05.02.16 MC MINOR AMENDMENTS						C 02.03.16 MC MINOR AMENDMENTS		TW TW		MILLER HOMES STRATEGIC LAND		DESIGNED		ITB11055			
										WELBECK LAND		PROJECT		ITB11055-CA-104			
												PROJECT		ITB11055		D	

- NOTE:
1. VEGETATION TO BE REMOVED WITHIN VISIBILITY SPLAY IN ADVANCE OF SIGNALS
 2. QUEUE DETECTION LOOPS TO BE PROVIDED IN ADVANCE OF NORTHBOUND STOP LINE - EXACT LOCATION TO BE DETERMINED AT DETAILED DESIGN STAGE BUT TO INCLUDE TWO LOOPS SEPARATELY CUT BACK TO DRAWPIT(S). CONSIDERATION TO LINK TO QUEUE AHEAD PLATE AT DETAILED STAGE
 3. KERBSIDE PEDESTRIAN DETECTION SYSTEM INSTALLED AT BRIDGE
 4. HURRY CALL CONFIGURED TO PROVIDE RAPID CHANGE
 5. ON CROSSING PEDESTRIAN DETECTION PROVIDED AND ALL RED DETECTION SET NOT TO FAIL



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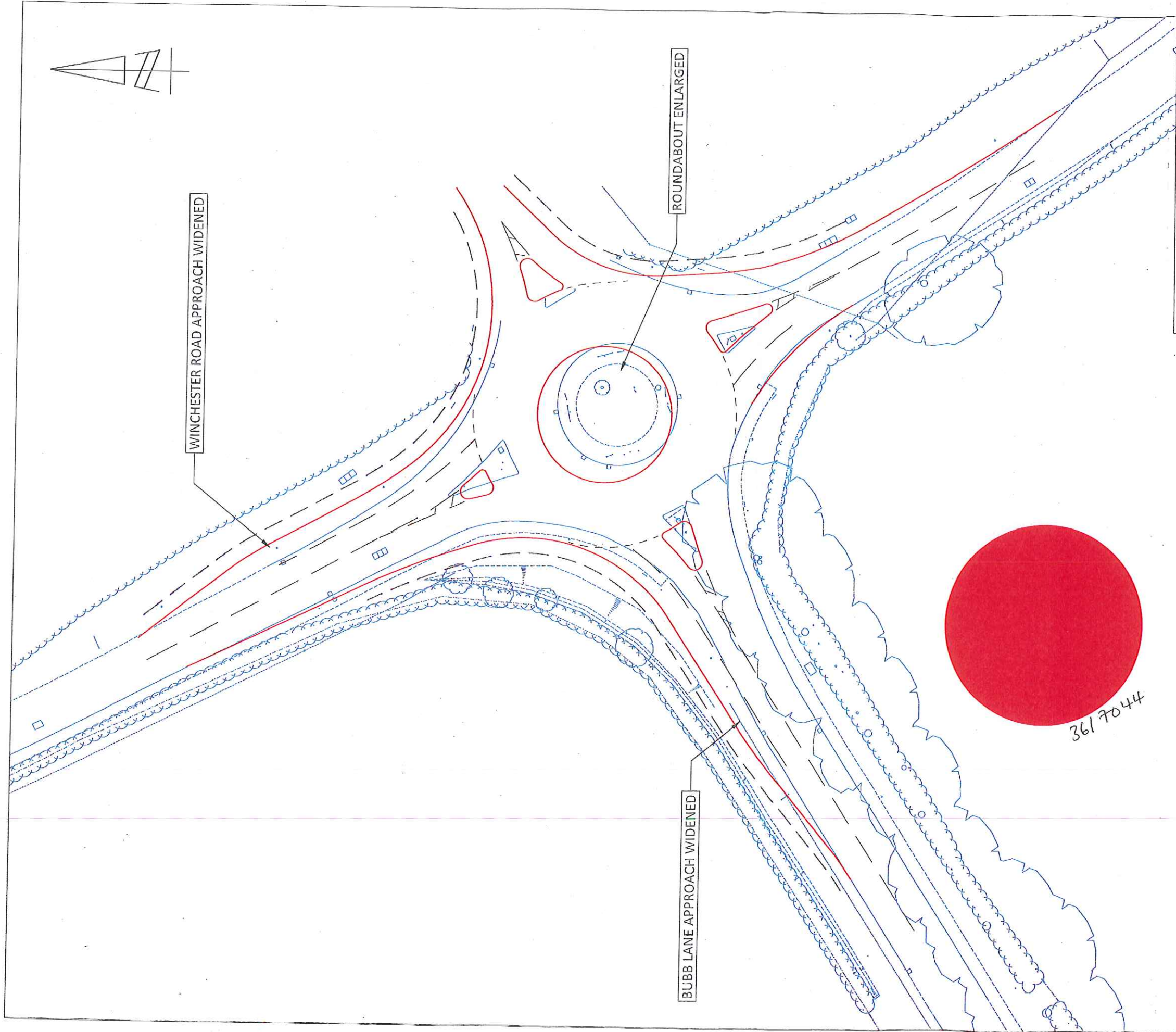


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Tel: 01256 338640
Fax: 01256 338644
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REV	DATE	BY	DESCRIPTION	CHK	APP
B	18.03.16	MC	MINOR AMENDMENTS TO ADDRESS HCC COMMENTS	TW	TW
A	03.03.16	MC	MINOR AMENDMENTS	TW	TW
STATUS: FOR PLANNING					

PROJECT: SHAMBLEHURST LANE NORTH - BUS AND PEDESTRIAN IMPROVEMENT		CLIENT: MILLER / GLEESON / WELBECK	
DRAWING No: ITB11055-GA-008		PROJECT No: ITB11055	
SCALE @ A3: 1:500		CHECKED: TW	
FILE REF: ITB11055		DRAWING: SH	
DATE: DEC 2015		APPROVED: MG	

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CLIENT:

MILLER / GLEESON / WELBECK



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Basingstoke, Hampshire, RG24 8AG
Tel: 01256 338640
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TITLE:

POTENTIAL IMPROVEMENT TO
B3354 WINCHESTER ROAD / B3342 BUBB LANE

PROJECT:

BOORLEY GARDENS, BOORLEY GREEN

B	07.01.16	MC	MINOR AMENDMENTS	TW	MG
A	13.11.15	MC	ROUNDAABOUT REVISED	TW	MG
REV	DATE	BY	DESCRIPTION	CHK	APD
STATUS:					
ISSUE					
SCALE @ A3:		1:500	CHECKED:	TW	MG
FILE REF:		ITB11055	DRAWN:	MC	DATE: NOVEMBER 2015
DRAWING No:		ITB11055-GA-203			
PROJECT No:		ITB11055			REV: B

APPENDIX FIVE
AFFORDABLE HOMES PROGRAMME 2015-2018 (extracts)



Homes &
Communities
Agency

AFFORDABLE HOMES PROGRAMME 2015-18

Prospectus

January 2014

wish to understand the reasons for any outliers on build costs (regardless of the impact on the amount of grant bid for).

Competing for schemes

71. Intensive competition to secure schemes is likely to drive up costs in the period up to submitting proposals and is strongly discouraged. The 2015-18 Affordable Homes Programme delivery model requires the application of funding from a range of sources, and we do not wish to see that funding utilised to pay for unnecessary increases in land or works costs through higher profit margins. We will seek to identify overlapping bids from multiple bidders for the same firm scheme [through x,y co-ordinates]. We will wish to support the bid which is furthest advanced in securing the particular scheme (and therefore offers best certainty of delivery), subject to meeting our assessment criteria, including Value for Money.
72. Our expectation is that successful bidders will be in a position to plan their programmes and delivery timetable, making the most of the lead in period to the commencement of the programme, to ensure that back loading of delivery is minimised, and therefore that competition to secure sites which may drive up prices is also minimised.
73. Where allocations are agreed for indicative proposals (see the "bidding routes" at Chapter 3), providers will be required to progress these to named, firm schemes by no later than 30 May 2016. Where providers are not able to convert indicative proposals into firm schemes, at the latest by this milestone, we will withdraw allocations and re-allocate via ongoing market engagement. In re-allocating, we will take account of the provider's track record of successful delivery of the programme to that point.

Use of public land

74. Where public land is being provided for free or for minimal consideration, providers carrying out developments on land owned by the public sector should aim to minimise other forms of subsidy such as Homes and Communities Agency funding.

Section 106 schemes

Funding for Section 106 schemes

75. Our expectation is that S106 schemes will be delivered at nil grant input for both Affordable Rent and for affordable home ownership.
76. For Affordable Rent, our assumption is that the price paid will be no more than the capitalised value of the net rental stream of the homes.
77. For affordable home ownership, we will expect the price paid to include reasonable assumptions about the likely value of homes and the initial average share to be offered (which we expect to allow a range of shares to be sold to meet a range of incomes of potential purchasers). The price paid should also be based on reasonable assumptions about the rent to be charged on the unsold equity in the home.
78. Detailed scheme specific scrutiny will be undertaken where:
 - Any grant is sought; or

- Where it is the intention to use Recycled Capital Grant Fund or Disposals Proceeds Fund monies.
79. We expect the Homes and Communities Agency funding (or the use of Recycled Capital Grant Fund or Disposals Proceeds Fund) to be agreed on S106 schemes only very exceptionally. Open book provision of data about the economics of the scheme will be required from both the developer and the long term owner of the affordable housing (if they are different). We will test the economics of individual schemes through our Development Appraisal Tool, and reserve the right to request other information to inform our decision making if necessary. More detail on the Homes and Communities Agency's Development Appraisal Tool can be found [here](#) on its website, including the tool itself. If Homes and Communities Agency funding is requested on S106 sites we would expect, as part of the appraisal, to see evidence that this will result in provision of additional affordable housing which would not otherwise be delivered, including by reference to the local planning authority's viability assessment.

Treatment of nil grant Section 106 schemes in our value for money assessment

80. We will wish to be sure that homes due to be delivered through S106 agreements at nil grant have a strong and realistic prospect of delivery. We will therefore only accept such schemes into agreed provider delivery programmes where they constitute named, firm schemes. Such schemes may be added to providers' programmes over the programme period, as they become firm.
81. We therefore intend to assess the value for money of bids based on the grant requirement for schemes where funding is requested. That assessment will exclude nil grant S106 schemes. This approach acknowledges that we do not wish to encourage bids which include nil grant schemes which may, at the time of bidding, be at a more speculative stage. It will also allow a comparative value for money assessment to be undertaken with bidders who may have more restricted access to nil grant schemes.
82. However, as S106 schemes to be delivered without capital grant funding (the normal expectation) are firmed up, providers are strongly encouraged to add these to their ongoing programme delivery proposals.
83. In particular, it is a requirement that schemes where an Affordable Rent is to be charged must be included in a contract with the Homes and Communities Agency. We will also expect providers who enter into a contract with the Homes and Communities Agency to record all affordable homes delivered with nil grant. This will allow consistency of data and monitoring of delivery of such homes.
84. As we move to market engagement, the addition and delivery of nil grant schemes within the programme period will be taken as a strong indicator of good delivery and will be viewed positively in assessment of future market engagement bids.

Delivery

85. Bidders will be expected to demonstrate that bids for both firm schemes and indicative proposals will offer good prospects of delivery within the timescales forecast at bid stage. For firm schemes, bidders will be asked to provide the information outlined at Firm Scheme Only route above – and may be required to evidence the stage reached

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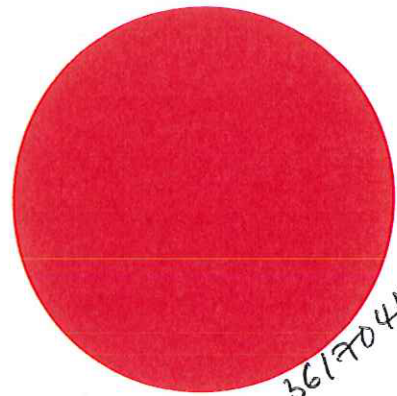
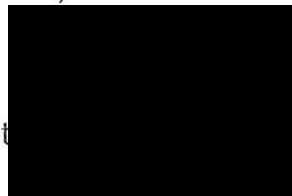
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Head of Legal and Democratic Services

Executed as a deed by affixing
**THE COMMON SEAL of HAMPSHIRE
COUNTY COUNCIL** in the presence of:

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Signed as a deed by **ROSLYNN
FRANCES RODERIGO** in the presence of

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[OCCUPATION OF WITNESS]

Signed as a deed by **JULIE ANNE
LOUISE PARR** in the presence of:

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**THE COMMON SEAL of EASTLEIGH
BOROUGH COUNCIL** in the
presence of:



ocratic Services

Executed as a deed by affixing
**THE COMMON SEAL of HAMPSHIRE
COUNTY COUNCIL** in the presence of:

Authorised Signatory

Signed as a deed by **ROSLYNN
FRANCES RODERIGO** in the presence of

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[SIGNATURE OF WITNESS]

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[NAME OF WITNESS BLOCK CAPS]

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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Signed as a deed by **JULIE ANNE
LOUISE PARR** in the presence of:

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[SIGNATURE OF WITNESS]

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[NAME OF WITNESS BLOCK CAPS]

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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

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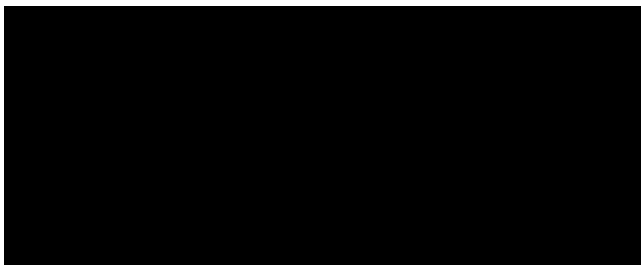
Head of Legal and Democratic Services

Executed as a deed by affixing
**THE COMMON SEAL of HAMPSHIRE
COUNTY COUNCIL** in the presence of:

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Authorised Signatory

Signed as a deed by **ROSLYNN
FRANCES RODERIGO** in the presence



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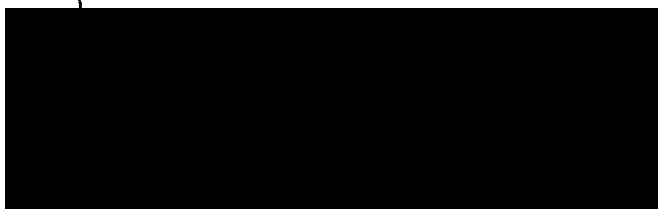
..... Blake Morgan

[ADDRESS OF WITNESS]

..... New Kings Court, Little
Personal Assistant

[OCCUPATION OF WITNESS]

Signed as a deed by **JULIE ANNE
LOUISE PARR** in the presence of:



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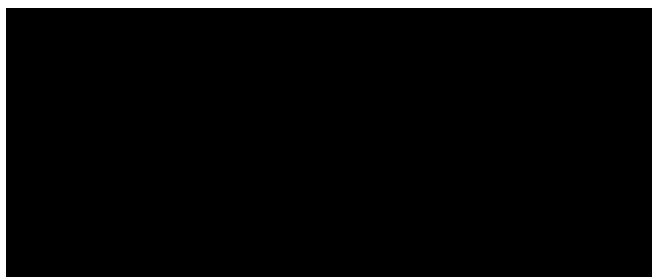
..... S MERRY

..... Blake Morgan, New Kings Court, Little
[ADDRESS OF WITNESS] Staggate, Chaddes Ford

..... Personal Assistant

[OCCUPATION OF WITNESS]

Signed as a deed by **MARK RICHARD CHARTER** as attorney for **GEORGINA LOUISE SHORNEY** under a power of Attorney dated 18th May 2016 in the presence of:



S. M. M. M.
[NAME OF WITNESS BLOCK CAPS]

Blair Morgan, New King's Court
Tongate, Chadler Ford.
[ADDRESS OF WITNESS]
Personal Assistant.
[OCCUPATION OF WITNESS]

Signed as a deed by **JULIET HELEN HOOPER** in the presence of:

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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Signed as a deed by **CHARLES EDMUND BROWNING** in the presence of:

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[ADDRESS OF WITNESS]

Signed as a deed by **MARK RICHARD
CHARTER** as attorney for **GEORGINA
LOUISE SHORNEY** under a power of
Attorney dated 2016
in the presence of:

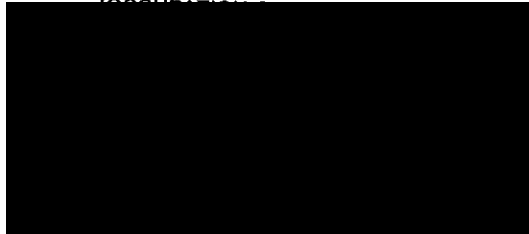
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[ADDRESS OF WITNESS]

Signed as a deed by **JULIET HELEN
HOOPER** in the presence of:



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KEITH A WADE
[NAME OF WITNESS BLOCK CAPS]

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4 COPPER BEECH CLOSE

.....
SWANLAND, HU14 3LR
[ADDRESS OF WITNESS]

.....
DIRECTOR
[OCCUPATION OF WITNESS]

Signed as a deed by **CHARLES
EDMUND BROWNING** in the
presence of:

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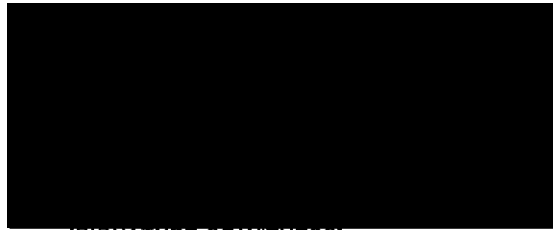
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[ADDRESS OF WITNESS]

Signed as a deed by **TIMOTHY
MARK BROWNING** in the
presence of:

.....
Executive Assistant
.....
[OCCUPATION OF WITNESS]



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[SIGNATURE OF WITNESS]

.....
CARLING BARTER
.....
[NAME OF WITNESS BLOCK CAPS]

.....
119 MARSH HOUSE
.....

.....
4 EDVIL, BA21 3BZ
.....
[ADDRESS OF WITNESS]

.....
Executive Assistant
.....
[OCCUPATION OF WITNESS]

Signed as a deed by **CHARLES EDMUND
BROWNING** as attorney for **PETER
MALCOLM BROWNING** in the
presence of:

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[OCCUPATION OF WITNESS]

Signed as a deed by **RODNEY ARTHUR
POORE** in the
presence of:

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Signed as a deed by **MARK RICHARD
CHARTER** as attorney for **GEORGINA
LOUISE SHORNEY** under a power of
Attorney dated 2016
in the presence of:

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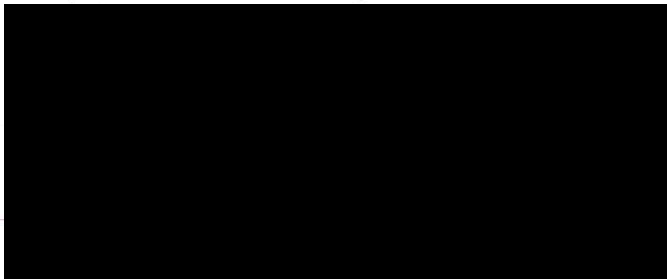
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[OCCUPATION OF WITNESS]

Signed as a deed by **CHARLES
EDMUND BROWNING** in the
presence of:



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ALISON MOFFETT.....
[NAME OF WITNESS BLOCK CAPS]
CLYDE & CO LLP

.....
THE ST BOTOLPH BUILDING
138 HOUNDSDITCH, LONDON
EC3A 7AR.
[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Signed as a deed by **TIMOTHY
MARK BROWNING** in the
presence of:

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Signed as a deed by **CHARLES EDMUND
BROWNING** as attorney for **PETER
MALCOLM BROWNING** in the
presence of:

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[OCCUPATION OF WITNESS]

Signed as a deed by **RODNEY ARTHUR
POORE** in the
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Signed as a deed by **TIMOTHY
MARK BROWNING** in the
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BROWNING** as attorney for **PETER
MALCOLM BROWNING** in the
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POORE** in the
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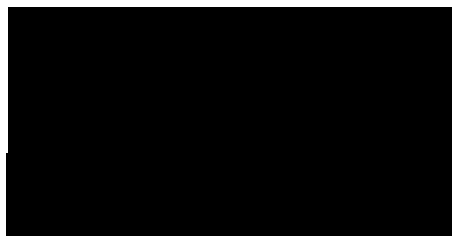
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RACHEL DARLSTON
[NAME OF WITNESS BLOCK CAPS]

23 St Peter street

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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Signed as a deed by **PAUL JOHN SNOOK** in the presence of:



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NICOLA SNOOK
[NAME OF WITNESS BLOCK CAPS]

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9 ALAMEDA WAY
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PO7 SHA
[ADDRESS OF WITNESS]

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PHARMACY ASSISTANT
[OCCUPATION OF WITNESS]

Signed as a deed by **IRIS ISABELLA WILTON COMBES** in the presence of:

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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Signed as a deed by **VICTORIA SUSAN SAUNDERS** in the presence of:

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Signed as a deed by **PAUL JOHN SNOOK** in the presence of:

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[NAME OF WITNESS BLOCK CAPS]

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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Signed as a deed by **IRIS ISABELLA WILTON COMBES** in the presence of:

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[NAME OF WITNESS BLOCK CAPS]

.....
3 CHERRYWOOD, UPPER NORTHAM RD,

.....
HEDGE END, SO30 4LA.
[ADDRESS OF WITNESS]

.....
TEACHER
[OCCUPATION OF WITNESS]

Signed as a deed by **VICTORIA SUSAN SAUNDERS** in the presence of:

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[SIGNATURE OF WITNESS]

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[NAME OF WITNESS BLOCK CAPS]

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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Signed as a deed by **PAUL JOHN SNOOK** in the presence of:

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[SIGNATURE OF WITNESS]

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[NAME OF WITNESS BLOCK CAPS]

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[ADDRESS OF WITNESS]

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Signed as a deed by **IRIS ISABELLA WILTON COMBES** in the presence of:

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[SIGNATURE OF WITNESS]

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[NAME OF WITNESS BLOCK CAPS]

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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Signed as a deed by **VICTORIA SUSAN SAUNDERS** in the presence of:

[REDACTED]

[REDACTED]

[NAME OF WITNESS BLOCK CAPS]

[REDACTED]

111 NEW FOSSEWAY RD
WHITCHURCH
BRISTOL
BS14 9LQ

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[ADDRESS OF WITNESS]

.....SURVEYOR.....
[OCCUPATION OF WITNESS]

Executed as a deed by
GLEESON DEVELOPMENTS LIMITED
acting by:

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DIRECTOR

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DIRECTOR/SECRETARY

Executed as a deed by
MILLER HOMES LIMITED
acting by:

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DIRECTOR

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DIRECTOR/SECRETARY

Executed as a deed by
WELBECK STRATEGIC LAND LLP
acting by:

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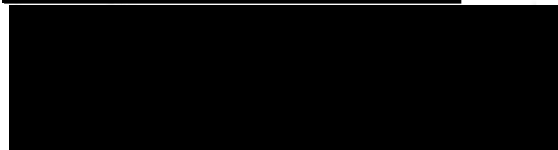
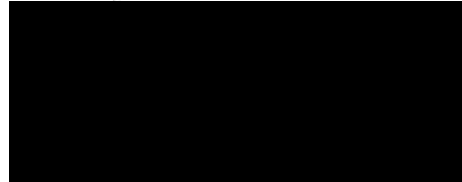
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[ADDRESS OF WITNESS]

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[OCCUPATION OF WITNESS]

Executed as a deed by
GLEESON DEVELOPMENTS LIMITED
acting by:



DIRECTOR/SECRETARY

Executed as a deed by
MILLER HOMES LIMITED
acting by:

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DIRECTOR/SECRETARY

Executed as a deed by
WELBECK STRATEGIC LAND LLP
acting by:

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Executed as a deed by
MILLER HOMES LIMITED
acting by:

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DIRECTOR/SECRETARY

Executed as a deed by
WELBECK STRATEGIC LAND LLP
acting by:

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DIRECTOR/AUTHORISED SIGNATORY

DIRECTOR/AUTHORISED SIGNATORY

Executed as a deed by
MF STRATEGIC LAND LIMITED
acting by:

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DIRECTOR/SECRETARY _____