



Hampshire
County Council

Legal Services

Dated 28 July

2026

**Hampshire County Council
and
Eastleigh Borough Council
and
Doswell Projects Limited**

**Minor Works Agreement for Highway Works at
Nightingale Avenue, Eastleigh**

pursuant to (inter alia) Section 278 and Section 38 Highways Act 1980

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Date

28 July

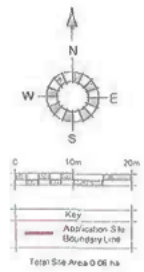
2026

1 Parties

- 1.1 **Hampshire County Council** of The Castle, Winchester, Hampshire SO23 8UJ ('the County Council')
- 1.2 **Eastleigh Borough Council** of Eastleigh House, Upper Market Street, Eastleigh, Hampshire SO50 9YN ('the Owner')
- 1.3 **Doswell Projects Limited** (company registration number 05588534) whose registered address is situated at Unit 14-15, Monks Brook Industrial Park School Close, Chandler's Ford, Eastleigh, Hampshire SO53 4RA ('the Developer')

2 Background

- A The County Council is the Highway Authority for Hampshire
- B The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the highway works ('Works') defined in Schedule 1 and the Developer has agreed that it will pay the cost of construction and maintenance of the Works
- C The Owner consents to the Developer carrying out the Works
- D The Owner is the registered proprietor of the land shown edged red on drawing number 22206-S101 attached hereto ("the Land") under title number HP673315 and HP858507 and agrees that the Works are for the benefit of the Land
- E The Owner now wishes to dedicate as public highway part of the Land which does not currently form part of the public highway and the County Council agrees to accept such dedication and adopt that part of the Land and the Works as highway maintainable at public expense on the terms and conditions set out in this Agreement
- F The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission granted by Eastleigh Borough Council with the reference F/23/95177 ("the Planning Permission") which may be carried out by the Developer subject to the terms and conditions set out beneath



39/0046

REV	DATE	REVISIONS	BY	STATUS	CLIENT	Dorwell Projects		PROJECT	Nightingale Avenue Eastleigh SO50 8JA	
					SCALE	1:12500 (A4 ORIGINAL)	DRAWING	Site Location Plan		
					DRAWN DATE	ajg 23-09-23	22206	S101	—	
Planning										
© Copyright SUBSTANT FROM THE DESIGN AND INFORMATION SHOWN ON THIS DRAWING					This drawing may be sealed or cross-referenced to the scale for planning purposes only. Do not scale for any other purpose, use figured dimensions only. Subject to site survey and all necessary consents. All dimensions to be checked by user and any discrepancies, errors or omissions to be recorded to the Architect before work commences. This drawing is to be used in accordance with all other relevant information.  Dorwell Projects 12702 Emsworth Road, Emsworth, Hampshire, PO15 5JG Tel: 01492 781833					

Agreed terms

3 Interpretation

- 3.1 In this Agreement the following expressions shall have the following meanings:

'Yellow Land'	that part of the Land shown coloured yellow on drawing number 101 Rev T6 shown in the key as Future Adopted Highway attached at Appendix 1 such land to be dedicated pursuant to this Agreement
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4 Statutory powers

- 4.1 This Deed of Agreement is made pursuant to Sections 278 and s38 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers including the Localism Act 2011

5 Dedication

- 5.1 The Owner dedicates the Yellow Land as public highway such dedication to take effect from issue of the Certificate of Completion provided that on default by the Developer of any of the terms of the Agreement the County Council shall have the right to enter the Yellow Land to complete any Works (and recover its costs in so doing) and in this case dedication shall be effective from the date of such entry

6 Prior to construction of the Works

- 6.1 The Developer shall obtain prior approval for proposed dates to work on the highway from the County Council and comply with any statutory notices and notice periods. Unless otherwise agreed in writing the Developer shall give the County Council three (3) months written notice of its intention to commence work on the highway and complete the Works within a period of 4 weeks, using a contractor the County Council (acting reasonably) deems to be appropriately qualified
- 6.2 Before commencement of construction of the Works the Developer shall obtain such consents, licences or permissions as may be required for

carrying out the Works and shall comply with these and for the avoidance of doubt these include but are not limited to the usual requirements of the New Roads and Street Works Act 1991 and consulting with statutory undertakers and further the Developer shall if necessary obtain any consents and permissions from any railway, canal, inland navigation, dock or harbour undertakers.

- 6.3 The Owner consents to the Developer entering the Land in order to carry out the Works in accordance with this Agreement.
- 6.4 The Developer shall not carry out any works except in accordance with the approved drawing/s ('the Drawing/s') in Schedule 1.
- 6.5 The Developer shall prior to commencing construction of the Works pay all current outstanding costs incurred by the County Council in relation to design check fees, project management and inspection, legal fees, and costs in respect of approval of the design and certification of street lighting and illuminated equipment by the County Council's PFI provider

7 Cash deposit and fees

- 7.1 The Cash Deposit ('Cash Deposit') in the sum of ten thousand pounds (£10,000) shall be paid by the Developer to the County Council on the date hereof and returned to the Developer in phases with 70% being returned on the issue of the Certificate of Completion ('Certificate of Completion') but with a minimum of three thousand pounds (£3,000) retained and the remaining balance being returned on the issue of the Certificate of Maintenance ('Certificate of Maintenance') together with any accrued interest. If the Developer fails at any time to carry out or observe any of the terms of this Agreement or a Default Event occurs (as set out in Schedule 2) the County Council shall initially use the Cash Deposit to fully reimburse the County Council in respect of any fees costs and expenses it has incurred and any fees costs and expenses incurred over and above the Cash Deposit limit shall be recoverable from the Developer and any costs monies or fees due to the County Council shall be paid by the Developer within 21 days of written demand.

8 Indemnity and insurance

- 8.1 The Developer shall indemnify the County Council in respect of any third parties actions claims fees charges expenses proceedings or demands

which may arise out of or in connection with or incidental to the carrying out of the Works and until the County Council assumes responsibility for the Works following issue of the Certificate of Maintenance.

8.2 The Developer shall also indemnify the County Council in respect of all costs associated with its responsibilities and all claims under the Land Compensation Act 1973 and regulations made thereunder (including claims the County Council determine should be met under the Noise Insulation Regulations 1975) arising out of the use of the Works.

8.3 The Developer shall be insured against public liability risks for a sum of at least £10 million in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and a copy of the insurance policy and receipts for the premiums paid shall on request by the County Council be produced for inspection.

9 Construction of the Works

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

9.2 The Developer shall provide a traffic management plan if required by the County Council.

9.3 The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure without the consent of the County Council and shall not close any part of the highway unless the County Council has agreed previously.

9.4 The Developer shall carry out the Works as contractor for the County Council in a good and workman like manner and in accordance with the Drawings and any agreed specification within the period specified and to the satisfaction of the County Council. The Developer shall comply with all relevant legislation.

9.5 The Developer shall during the carrying out of the Works give access at any time to the County Council and any authorised officer for the purposes of inspections.

10 Completion of the Works

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

11 Prior to issue of Certificate of Completion

- 11.1 Prior to issue of the Certificate of Completion the Developer shall ensure all outstanding fees have been paid including design check fees, project management and inspection and further provide to the County Council all necessary drawings, health and safety certificates, street lighting certificates, site road safety audits, CCTV Drain Survey, and any other documentation the County Council requires.

12 Completion of Maintenance Period

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

13 Payments due

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

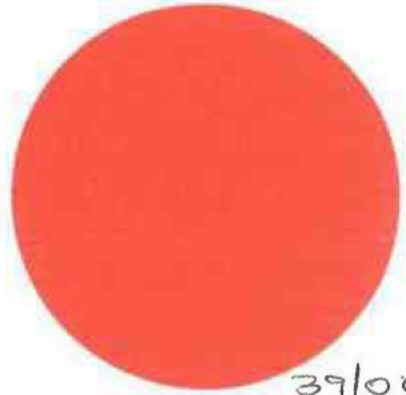
14 General

- 14.1 In no event shall any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this

Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement.

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

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



Authorised Signatory
Name
Position



JONATHAN
ASHTON
Legal Team Leader

39/0046

Executed as a Deed by affixing the
Common Seal of **Eastleigh Borough**
Council in the presence of



11547

Authorised Signatory
Name
Position

JULIA DAVIES
Deputy Head of Legal Services

Executed and delivered as a Deed by
Doswell Projects Limited
acting by a director

in the presence of

Witness Signature

Witness Name **ELLIOT LINES**

Witness Address



Witness Occupation **CONTRACTS SURVEYOR.**

Schedule 1 – The Works

The Works shown on Drawing/s

- General Arrangement - 23270_100 Rev T5

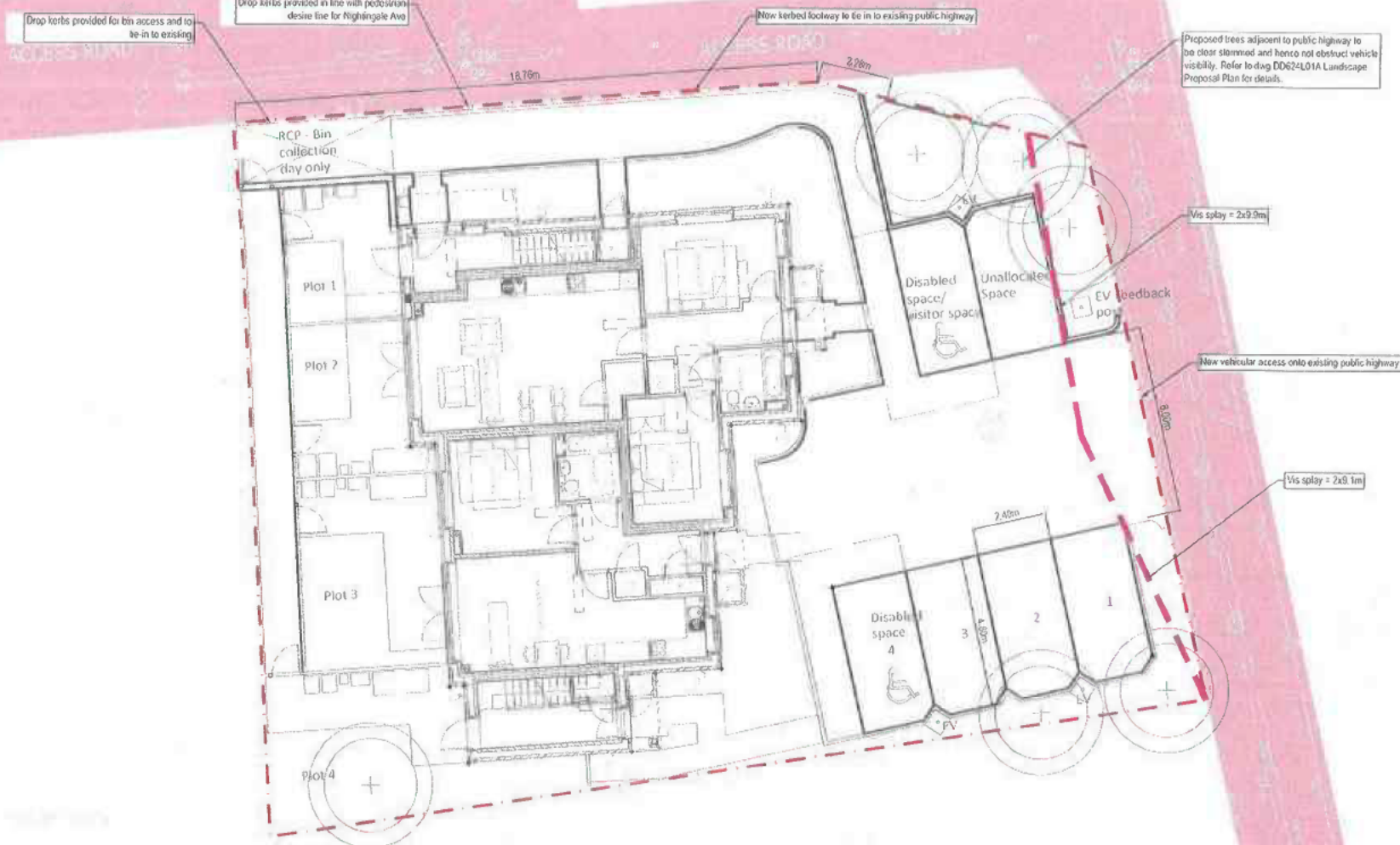
attached hereto shall comprise:

Installation of raised kerbing along northern boundary of subject site dividing new onsite footway from existing public highway. New vehicular access for 6 car parking spaces along eastern boundary

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



- LEGEND
- Site Boundary
 - Electric Vehicle Charging Point
 - Proposed Tree
 - Access Visibility Splay
 - Existing Adopted Highway



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T5	18.07.25	Adopted highway added	MR	MB
T4	14.04.25	Topo added	MB	MB
T3	17.03.25	Revised for RSA comments	MB	MB
T2	29.08.24	Vis splay added	MB	MB
T1	01.02.24	Tender issue	MD	MB

Rev Date Description By Apvd

PROJECT:
NIGHTINGALE AVE, EASTLEIGH

TITLE:
GENERAL ARRANGEMENT

CLIENT:
DOSWELL PROJECTS

SCALE@A1:
1:100

PROJECT REF:
23270

DRAWING No: 100 REV: T5

Revision Referencing
P = Preliminary A = Approval T = Tender C = Construction

Jubb

Schedule 2 – Default Event

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

1 Corporation:

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

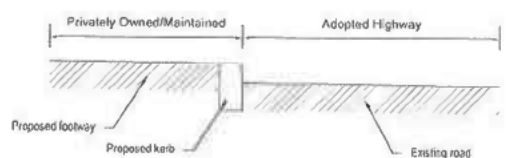
2 An individual:

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

Appendix 1



SECTION AA' (NTS)



- LEGEND**
- Existing Public Foul Sewer
 - Existing Public Surface Water Sewer
 - Proposed Foul Water Sewer
 - Proposed Surface Water Sewer
 - Proposed SVP/SS Connection
 - Proposed RWP Connection
 - Proposed Downpipe Diversion
 - Proposed Attenuation Tank
 - Proposed Rodding Eye
 - Proposed Gully
 - Proposed Channel Drain
 - Proposed Permeable Paving
 - Proposed Rainingarden
 - Proposed SuDSplanter
 - Indicative SW Ensement
 - Existing Adopted Highway
 - Future Adopted Highway
 - Site Boundary

- Notes:**
- Locations of existing sewers taken from Southern Water asset plans and topographic survey and may be inaccurate or incomplete. Downstream connection points and impacted sewer positions/levels to be confirmed prior to commencement.
 - All drainage to be constructed in accordance with Design and Construction Guidance for foul and surface water sewers (DCG) and all relevant Southern Water Addendums, building regulations 2010 approved document Part II and BS EN 752:2008.
 - Proposed drainage strategy is in accordance with approved drainage principles agreed under planning reference F12345677.
 - Attenuation storage shown has been sized to contain the 1 in 100 year including 40% climate change allowance rainfall event, while offsite discharges are restricted to 115.
 - Flows to be restricted via a hydrobrake unit or similar approved connection to public surface and foul sewer subject to confirmation by Southern Water and subsequent S106 application.
 - All drainage products to be installed in accordance with the manufacturer's or supplier's instructions. Inform designer if any conflict arise.
 - Proposed attenuation storage designed to Polystorm PMS1 specification with inspection unit to be provided at at inlet/outlet.
 - Proprietary treatment system to be Hydro Downstream Defender or similar approved.
 - Channel Drains to be ACO Multidrain or similar approved.
 - Setting out of RWP and SVP points to be taken from architects plans.
 - Refer to drawing 23270_550 for drainage details.

T6	02.06.26	Extent of Future Adopted Highway Added	MD	MB
T5	18.07.25	Revised for drainage update	MB	MB
T4	14.04.25	Topo added	MB	MB
T3	02.04.25	Revised for eastern topo	MB	MB
T2	17.03.25	Revised for RSA comments	MB	MB
T1	01.02.24	Tender issue	MD	MB

Rev Date Description By Apvd

PROJECT:
NIGHTINGALE AVE, EASTLEIGH

TITLE:
LAND PLAN

CLIENT:
DOSWELL PROJECTS

SCALE@A1:
1:100

PROJECT REF:
23270
DRAWING No:
101
REV:
T6

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