

DATED 10th March 2014

- (1) RUSHMOOR BOROUGH COUNCIL
- (2) HAMPSHIRE COUNTY COUNCIL
- (3) SECRETARY OF STATE FOR DEFENCE
- (4) GRAINGER PLC
- (5) GRAINGER (ALDERSHOT) LIMITED

DEED

relating to the development of the Aldershot Urban Extension
(Wellesley) pursuant to Section 106 of the
Town and Country Planning Act 1990

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THIS DEED is made on

10th March

2014

PARTIES

- (1) **Rushmoor Borough Council** of Council Offices Farnborough Road Farnborough Hampshire GU14 7JU ("**Council**");
- (2) **Hampshire County Council** of The Castle Winchester Hampshire SO23 8ZB ("**County Council**");
- (3) **Secretary of State for Defence** of Whitehall Buildings Whitehall London SW1A 2HB ("**Owner**");
- (4) **Grainger plc** (Company Registration Number 00125575) whose registered office is situated at City Gate St. James' Boulevard Newcastle upon Tyne NE1 4JE ("**the First Developer**");
- (5) **Grainger (Aldershot) Limited** (Company Registration Number 07540875) whose registered office is situated at City Gate St. James' Boulevard Newcastle upon Tyne NE1 4JE ("**the Second Developer**");

RECITALS

1. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
2. The County Council is the highway authority and education authority for the area in which the Site is situated.
3. The Owner is the registered proprietor of the Site under title numbers HP605513, HP605515, HP605516, HP605517, HP605519, HP545325 and HP528615 which titles also include other land outside of the Site.
4. The remainder of the Application Site comprises public highway land owned by the County Council and land owned by Annington Property Limited (company number 03232852) who have a leasehold interest in part of the Application Site.
5. The Second Developer is a wholly owned subsidiary company of the First Developer.
6. The First Developer and the Second Developer have an interest in the Site under the Development Partnership Agreement.
7. The Second Developer has submitted the Hybrid Application to the Council for the Hybrid Planning Permission.

8. The Council originally resolved on 4 July 2013 to grant the Hybrid Planning Permission pursuant to the Hybrid Application subject to (inter alia) completion of this Deed. The Council has given consideration to further matters in relation to the Hybrid Application and resolved on 4 December 2013 to grant the Hybrid Planning Permission pursuant to the Hybrid Application subject to the inclusion of these further matters as agreed between the Council, the County Council, the Owner and the Developer in this Deed, and subject to the conditions contained within the draft Hybrid Planning Permission in Schedule 5.
9. The Owner the Developer the Council and the County Council consider that the matters contained in this Deed are:
 - (a) necessary to make the Development acceptable;
 - (b) directly related to the Development; and
 - (c) fairly related in scale and kind to the Development.

NOW THIS DEED WITNESSES as follows:

1. **DEFINITIONS**

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings:

“1990 Act” means the Town and Country Planning Act 1990 as amended;

“Access” means the provision of roads, footpaths, cycle ways, cycle routes, cycle paths and cycle tracks to a standard approved by the Council or the County Council together with all rights and easements over the said roads, footpaths and cycle ways as are necessary to facilitate construction and Occupation of the Development or part thereof until such aforesaid roads, footpaths, ways, routes, tracks are adopted as public highway;

“Accessibility Works” means those works set out in paragraphs 3.3 to 3.7 of Schedule 2;

“Administration Fee” means the sum of £20,000 to be paid by the Owner and/or the Developer to the Council in respect of administering the financial records of the Council associated with this Deed, including monitoring the receipt of Contributions made pursuant to this Deed by the Owner and/or the Developer

“Affordable Extra Care Unit” means a one or two bedroom unit of accommodation within the Extra Care Facility which shall be Affordable Housing unless agreed

otherwise in writing with the County Council and **“Affordable Extra Care Units”** shall be construed accordingly;

“Affordable Housing” means subsidised housing in the form of Intermediate Housing Units, Affordable Rental Units and Social Rental Units to be provided by a Registered Provider of Social Housing to an Eligible Person whose residential needs cannot be met without subsidy in the Council's area having regard to local incomes and local house prices;

“Affordable Housing Development Zone Strategy” means the affordable housing strategy to be submitted by the Owner and/or the Developer for approval by the Council for each Development Zone pursuant to paragraph 2.11 of Schedule 1 for the provision of Affordable Housing Units in accordance with the Affordable Housing Strategy setting out the number of Reserved Matters Applications, the proposed quantum, mix, tenure of Affordable Housing Units to be provided within that Development Zone, and an indication of which Reserved Matters Application Areas will not include Affordable Housing and shall include any amendment or variation to such strategy as may be agreed with the Council;

“Affordable Housing Land” means the land upon which the Affordable Housing Units shall be constructed, including related parking, drives, gardens, curtilages, Access and Services;

“Affordable Housing Nomination Agreement” means an agreement or agreements between the Council and a Registered Provider of Social Housing under which the Council exercise a power to nominate Eligible Persons for the Affordable Housing Units in accordance with

- (a) Part VI of the Housing Act 1996 Section 159; and
- (b) the Allocations Scheme; and
- (c) the requirements of the Homes and Community Agency;

provided that the Council may nominate Eligible Persons (and in relation to Intermediate Housing Units may nominate applicants registered on the relevant Homes & Communities Agency's Home Zone Agent) to 100% of the first lettings or equity sales of the Affordable Housing Units and thereafter may only nominate Eligible Persons (and in relation to Intermediate Housing Units may nominate applicants registered on the relevant Homes & Communities Agency's Home Zone Agent) to 75% of any subsequent letting or equity sales of such units;

“Affordable Housing Strategy” means the affordable housing strategy for the provision of Affordable Housing Units on the Site dated January 2014 and attached as Schedule 15;

“Affordable Housing Unit” means a Residential Unit within the Development to be provided as Affordable Housing and for the avoidance of doubt shall include the Temporary Accommodation, the Affordable Supported Housing Units, the Affordable Wheelchair Units and the Affordable Extra Care Units and **“Affordable Housing Units”** shall be construed accordingly;

“Affordable Rental Units” means those Affordable Housing Units that are subject to the following rent controls which for the avoidance of doubt shall be inclusive in all cases of Service Charge either:

- (a) for 1 and 2 bed flats - a rent of 80% of Open Market Rent or 100% of the Local Housing Allowance whichever is the lower;
- (b) for 1 or 2 bed houses a rent of 75% of Open Market Rent or 95% of the Local Housing Allowance whichever is the lower;
- (c) for 3 bed houses a rent of 70% Open Market Rent or 90% of the Local Housing Allowance whichever is the lower;
- (d) for 4 bed houses a rent of 65% of Open Market Rent or 80% of the Local Housing Allowance whichever is the lower; or
- (e) for 1, 2, 3 and 4 bed houses a target rent under the National Rent Regime;

unless agreed otherwise with the Council;

“Affordable Supported Housing Units” means a single block of 6 Residential Units within the Development to be used as housing for those persons with learning disabilities who have been assessed by the County Council as needing to live independently with or without individual care and support;

“Affordable Wheelchair Units” means those Affordable Housing Units which are designed to be accessed by wheelchair users and physically disabled persons and adapted for independent living by such users/persons;

“Allocations Scheme” means the scheme prepared by the Council as may be subsequently varied or replaced by the Council under the Housing Act 1996 (as amended);

“Allotments” means the allotments to be provided by the Owner and/or the Developer in accordance with the provisions in paragraph 4 of Schedule 1;

“Allotments (Phase 1)” means that part of the Allotment Land which has been cultivated and is free from vegetation and is laid out in 16 plots of 5m x 12.5m each, with a minimum of 1 water tap for every 8 plots and for the avoidance of doubt shall

include pedestrian and vehicular access to the Allotment Land to and from the adopted public highway, car parking for 6 vehicles and boundary fencing around the perimeter of the Allotment Land;

“Allotments (Phase 2)” means that part of the Allotment Land which has been cultivated and is free from vegetation and is laid out in 16 plots of 5m x 12.5m each, with a minimum of 1 water tap for every 8 plots together with car parking for 6 vehicles;

“Allotments (Phase 3)” means that part of the Allotment Land which has been cultivated and is free from vegetation and is laid out in 16 plots of 5m x 12.5m each, with a minimum of 1 water tap for every 8 plots together with car parking for 6 vehicles;

“Allotments (Phase 4)” means that part of the Allotment Land which has been cultivated and is free from vegetation and is laid out in 16 plots of 5m x 12.5m each, with a minimum of 1 water tap for every 8 plots together with car parking for 6 vehicles;

“Allotments (Phase 5)” means that part of the Allotment Land which has been cultivated and is free from vegetation and is laid out in 16 plots of 5m x 12.5m each, with a minimum of 1 water tap for every 8 plots together with car parking for 6 vehicles;

“Allotment Land” means the land of approximately 1 hectare to the south west of Gold Farm on the south side of Government Road between the canal and the Aldershot railway line as shown indicatively on the Site Layout Plan;

“Application Site” means the site shown edged red on the plan accompanying the Hybrid Application;

“Arboricultural Constraints Assessment Report” means the arboricultural constraints assessment report dated December 2012 prepared on behalf of the Developer and submitted with the Hybrid Application;

“Building H4 A 017 and Building H4 A 018” means those buildings forming part of the HQ 4th Division Building and situated at Steeles Road, Aldershot, Hampshire GU11 2DP;

“Bus Service” means the provision of improved and/or new publicly available bus service or services to and from the Site, in general accordance with the Public Transport Strategy and utilising buses which are publicly accessible, compliant with the Equality Act 2010 and no older than 10 years old at the time of being brought into service and **“Bus Services”** shall be construed accordingly;

“Bus Service Bond” means the bond in the sum of £258,000 or such lesser amount as may be agreed with the County Council and provided pursuant to paragraph 3.10 of Schedule 2;

“Bus Stop Infrastructure” means bus stops, shelters, information panels, real time bus information displays and other infrastructure needed for the provision of the Bus Service;

“Cambridge Military Hospital” means the grade II listed building as shown coloured red on the Site Layout Plan;

“Certificate of Practical Completion” means the certificate issued by the Owner's and/or the Developer's architect or engineer as the case may be;

“Claycart Car Park” means that car park shown for the purposes of identification on the Site Layout Plan;

“Claycart Car Park Works Plan” means Plan 9 attached in Schedule 6;

“Commencement” means the commencement of any material operation (as defined in the 1990 Act Section 56(4)) forming part of the Development other than (for the purposes of this Deed and not for any other purpose) operations consisting of site clearance, demolition work, archaeological investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services and infrastructure, access works, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **“Commence”** and **“Commenced”** shall be construed accordingly;

“Commercial Unit” means any unit constructed or converted for commercial use as part of the Development and **“Commercial Units”** shall be construed accordingly;

“Community Use” means use by charitable and/or voluntary community groups for meetings, social activities and functions for the local community;

“Completion of the Development” means the earlier of Practical Completion of the final Residential Unit permitted pursuant to the Development or Occupation of the 3,700th Residential Unit and in any event within 20 years of the date of this Deed;

“Connaught School” shall mean the secondary school at Tongham Road, Aldershot, Hampshire GU12 4AS;

“Conservation and Heritage Strategy” means the conservation plan and heritage strategy for the Development submitted by the Developer with the Hybrid Application and dated December 2012;

“Construction Traffic Management Plan” means the plan to be approved by the County Council in accordance with paragraph 1.3 of Schedule 2 to set out the traffic management arrangements to be made for the construction period of the Development to include the provision to be made on Site for contractors’ parking, construction traffic access, the turning of delivery vehicles and lorry routing as well as provisions for ensuring that mud from vehicles is not deposited on the public highway;

“Contributions” means the Highways and Transport Contribution, the Education Contribution, the Household Waste Recycling Centre Contribution, the Sports Pitches Land Contribution, the Sports Pavilion Contribution, and the SAMM Contribution;

“Day Care and Pre-School Building” means a building for the provision of the Day Care and Pre-School Services and **“Day Care and Pre-School Buildings”** shall be construed accordingly;

“Day Care and Pre-School Provider” means a body providing Day Care and Pre-School Services to be agreed with the County Council;

“Day Care and Pre-School Services” means the provision of:

- (a) day care services for no less than 72 children primarily resident within the Site or whose parents are employed in premises on the Site (unless otherwise agreed with the County Council) together with ancillary parking and subject to the grant of all relevant consents including planning permission;
- (b) pre-school places for no less than 104 children resident within the Site or whose parents are employed in premises on the Site (unless otherwise agreed with the County Council) together with ancillary parking and subject to the grant of all relevant consents including planning permission;

“Delivery Plan” means the updated version of the Illustrative Delivery Plan to be submitted by the Owner and/or the Developer to the Council for approval for each particular Development Zone setting out the proposed phasing and timescales for the Development;

“Design Code 3 Document” means the specific design code requirements for the Development in each particular Development Zone as approved pursuant to the Hybrid Planning Permission;

“Developer” means the First Developer and the Second Developer;

“Development” means the development permitted by the Hybrid Planning Permission;

“Development Partnership Agreement” means the agreement between the Owner, the First Developer and the Second Developer dated 2 March 2011 through which the First Developer and the Second Developer have an interest in the Site that is sufficient to enter into this Deed for the purposes of Section 106(1) of the Act;

“Development Zone” means the respective development zones or part thereof identified on the Development Zone Plan;

“Development Zone Plan” means (HPA 2) Plan 2 attached in Schedule 6;

“Eastern Primary School” means the provision of a 2 form entry primary school;

“Eastern Primary School Contribution” means the sum of £6.1 million for the purpose of funding the design, construction and fit out of the Eastern Primary School;

“Eastern Primary School Land” means the land of not less than 2 hectares within Development Zone N (Gods Acre) at the eastern end of the Site required for the provision of the Eastern Primary School as shown indicatively on the Site Layout Plan;

“Ecological Management Plan” means the ecological management plan to be prepared by the Owner and/or the Developer and approved by the Council setting out the programme for delivery of a scheme of ecological improvement works to create and maintain the SANGS based on the habitat improvement measures listed in the Strategy for the Delivery of Suitable Alternative Natural Greenspace;

“Education Contribution” means the Eastern Primary School Contribution, the Western Primary School Contribution and the Secondary School Contribution;

“Eligible Person” means such persons who are unable to afford Private Residential Units (either by rental or purchase) to meet their housing needs due to the relationship between their incomes and local housing prices within the administrative boundaries of the Council and who are

- (a) eligible under the Allocations Scheme; or
- (b) certified by the Council acting reasonably in the discharge of their housing function as being eligible to reside in the Affordable Extra Care Units in view of their housing and care needs or the Affordable Housing Units in view of their housing needs.

and **“Eligible Persons”** shall be construed accordingly;

“Estate Management Account” means the account to be established by the Estate Management Company for the purpose of holding any Service Charge or other such funding the Estate Management Company shall receive towards the cost of

performing its maintenance and management duties pursuant to paragraph 9 of Schedule 1;

“Estate Management Account Charge” means a charge over the Estate Management Account in favour of the Council in a form to be agreed between the parties acting reasonably;

“Estate Management Company” means the body to be responsible for the maintenance and management of the features of the Development listed in paragraph 9.2 of Schedule 1 to be established in accordance with the requirements of paragraphs 9.1 to 9.3 of Schedule 1;

“Estate Management Plan” means the plan for the maintenance and management of the features of the Development listed in paragraph 9.2 of Schedule 1 as approved by the Council under paragraph 9.9 of Schedule 1;

“Extra Care Facility” means a facility comprising 100 one or two bedroom purpose built units of accommodation or such lesser number of units as may be agreed with the Council and the County Council comprising Extra Care Units and Affordable Extra Care Units of which a minimum of 50% must be 1 bedroom and all units shall be restricted to people aged 55 or over with assessed care needs who are unable to secure market housing to meet their housing and care needs together with communal facilities (open to both residents and non-residents use) and providing supported care;

“Extra Care Facility Land” means an area of land of not less than 0.8 hectares to be identified by the Owner and/or the Developer within the vicinity of the Neighbourhood Centre Land or such alternative area of land and/or location as may be agreed with the County Council for the provision of the Extra Care Facility;

“Extra Care Units” means units of accommodation within the Extra Care Facility which are not Affordable Extra Care Units;

“First Occupation” means the date on which the Development or any Phase of the Development or any Residential Unit or Commercial Unit of the Development or any Development Zone or Reserved Matters Application Area (as the context shall require) first begins to be Occupied;

“Heritage Trail” means the heritage trail or any part thereof to be established within the Site linking the significant elements of Aldershot's military history including but not limited to such heritage assets as buildings monuments or sites of important historic events as set out in the Conservation and Heritage Strategy and shall for the avoidance of doubt include the provision of signage, way markers, interpretation/information panels, self guided trail leaflets;

“Highway Works” means those highway works required to reduce the impact of additional traffic from the Site onto the surrounding local highway network and to secure all necessary improvements to the access points to the Site at the locations specified in paragraph 3.2 of Schedule 2;

“Highways and Transport Contribution” means the sum of £2million for the purpose of

- (a) delivering improvements to the highway network at
 - (i) Ordnance Road Roundabout (A323/Ordnance Road/Windsor Way);
and
 - (ii) Wellington Roundabout (A323/A325/Bourley Road);and
- (b) enhancing capacity and improving accessibility to the highway network by implementing in whole or part the following local transport improvements schemes in Aldershot and South Farnborough identified within the Rushmoor Borough Transport Statement:
 - Scheme S1 - A3011 Lynchford Road improvements
 - Scheme S3 - A325 Corridor / A327 junctions
 - Schemes L77-L86 - Aldershot town centre traffic management improvements
 - Schemes L102, 105, 107, 108, 110 - Town Centre walking and cycling improvements; and
- (c) for the development of School Travel Plans.

“Homes and Community Agency” means the housing and regeneration agency for England;

“Household Waste Recycling Centre” means a waste facility for the recycling of household waste to be provided on the Household Waste Recycling Centre Land;

“Household Waste Recycling Centre Contribution” means the sum of £201,640 for the purposes of funding the design and construction of the Household Waste Recycling Centre;

“Household Waste Recycling Centre Land” means the land of not less than 0.8 hectares within the Site located in ABRO Development Zone R close to Ordnance Road which is required for the provision of the Household Waste Recycling Centre including Access and Services as shown indicatively on the Site Layout Plan;

“Housing Mix Ratio” means the mix of Affordable Housing Units to be provided within the Site in accordance with paragraph 2.4 of Schedule 1;

“Hybrid Application” means the outline planning application for the development of the Application Site and other land of up to 3,850 dwellings including access, demolition of buildings, a neighbourhood centre (including retail, office, and community uses) two primary schools, a waste facility, day-care provision, associated amenity space, green infrastructure, sustainable urban drainage systems, (SuDs) together with landscape structure planting, and the provision of suitable alternative green space (SANGS) and details for the development of Maida Zone Phase 1 of the Development comprising 228 dwellings, demolition of buildings, internal roads, garages, driveways, pathways, boundary treatment, pedestrian/cycleways, substation, associated parking spaces, SuDs, associated amenity space, SANG provision, hard and soft landscape works and engineering operations associated with infrastructure requirements and service provision for Phase 1 and allocated reference number 12/00958/OUT by the Council;

“Hybrid Planning Permission” means the outline planning permission for the Development together with approval of the details submitted by the Developer for Phase 1 of the Development pursuant to the Hybrid Application in the form attached as Schedule 5;

“HQ 4th Division Building” means the listed former headquarters building of General Officers Commanding Aldershot as shown coloured green on the Site Layout Plan;

“Illustrative Delivery Plan” means the illustrative delivery plan submitted by the Developer with the Hybrid Application dated December 2012 setting out inter alia the proposed phasing and timescales for delivery of the Development as shown on Plan 8 attached in Schedule 6;

“Index” means in relation to the Education Contribution, the Public Sector Index (Non House Building) (PUBSEC) published by the Building Cost Information Service on behalf of the Department of Business and Innovation and Skills multiplied by the regional factor for Hampshire and for all other Contributions that are Indexed under this agreement the Retail Price Index (excluding mortgage interest payments (RPIX)) issued by the Office for National Statistics or by any other department ministry or other body upon which the duties in connection with the Index devolves or if such Index ceases to be published such comparable index;

“Indexed” means increased in accordance with the increase in the Index as set out in

clause 15;

“Interest” means interest at the rate of 4% above HSBC Bank PLC base rate for the time being in force or the base rate of such other clearing bank as the Council may specify from time to time;

“Intermediate Housing Units” means homes for sale and rent provided at a cost above social rent but below market levels including shared equity (shared ownership and equity loans) other low cost homes for sale and intermediate rent but excluding Affordable Rental Units and shall unless otherwise agreed with the Council comprise a minimum of 40% shared ownership or other types of intermediate housing to be agreed with the Council;

“Investment Fund” means the investment of monies referred to in paragraphs 10.10 and 10.11 of Schedule 1 which for the avoidance of doubt need not be in a single ring-fenced account dedicated for the purposes of this Development;

“LLAP” means the Local Landscaped Areas for Play in any Development Zone containing Residential Units and **“LLAPs”** shall be construed accordingly;

“Local Housing Allowance” means the rate that is set by the Valuation Office Agency each year and published by the Council and used to calculate the maximum housing benefit entitlement for tenants of private landlords with an assured or an assured shorthold tenancy agreement;

“Maida Zone Phase 1” means the first phase of the Development;

“Monuments and Memorials” means the monuments and memorials on the Site listed in Schedule 16 and more particularly described in the Conservation and Heritage Strategy;

“National Rent Regime” means the system for setting target rents for Social Rented Units administered by the Homes and Communities Agency or any replacement regime administered by the Homes and Communities Agency or any successor body;

“Neighbourhood Centre Buildings” means:

- (a) HQ 4th Division Building;
- (b) former Post Office building;
- (c) Alison and Cranbrook Houses;
- (d) Military Police Barracks and stable block

within the Neighbourhood Centre Land;

“Neighbourhood Centre Land” means the land shown on the Site Layout Plan falling within Neighbourhood Centre Zone L;

“Occupation” means to occupy or permit or suffer to be occupied for the purposes permitted by the Hybrid Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **“Occupation”** and **“Occupied”** and **“Occupy”** and **“Occupier”** shall be construed accordingly;

“Open Market Rent” means the estimated amount for which a property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate terms in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion as defined by the RICS Valuation Standards 8th edition March 2012:

“Open Space” means those areas of open space shown indicatively on the Open Space Plan including the Stanhope Lines (unless agreed otherwise with the Council) (excluding the Play Area 1, the Play Area 2 and the area of informal open space to be transferred to the Council by the Owner and/or the Developer pursuant to paragraph 6 of Schedule 1 as part of the Sports Pitches Land) and any other areas of open space within a Development Zone as set out in any Reserved Matters Application and included within the respective Delivery Plan;

“Open Market Value” means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, as defined by the RICS Valuation Standards 8th Edition March 2012;

“Open Space Plan” means Plan 10 attached to Schedule 6;

“Original Owner” means the Secretary of State for Defence;

“Perpetuity” means a minimum period of 80 years;

“Phase” means each phase or sub-phase of the Development within each Development Zone;

“Phase 1” means the land as shown on Plan 3 attached in Schedule 6 which is part of Zone A on the Development Zone Plan and is known as the Maida Zone Phase 1;

“Play Area 1” means the equipped play area of 0.5 hectares at Parade Park within the Stanhope Lines East Development Zone opposite the HQ 4th Division Building;

“Play Area 2” means the equipped play area of not less than 0.5 hectares within the God's Acre Development Zone to the north of the Eastern Primary School Land;

“Play Areas” means the Play Area 1 and the Play Area 2;

“Practical Completion” means completion in relation to any part of the Development in all material respects as certified by the issue of a Certificate of Practical Completion by the Owner's and/or the Developer's architect or engineer as the case may be and **“Practical Completions”** shall be construed accordingly;

“Pre School Facilities” means those pre-school facilities to be provided pursuant to paragraph 5 of Schedule 2;

“Private Residential Unit” means the Residential Units within the Development which are not to be provided as Affordable Housing Units and **“Private Residential Units”** shall be construed accordingly;

“Public Art” means the public art to be provided by the Owner and/or the Developer pursuant to paragraph 7 of Schedule 1;

“Public Realm Highway Works” means a scheme of highway and public realm works to be carried out in Aldershot town centre;

“Public Transport Strategy” means the public transport strategy prepared by WSP forming Appendix E to the Transport Assessment as amended by WSP in January 2014;

“Reasonable Endeavours” means that the party responsible for an obligation must exert itself to perform that obligation in a manner which:-

- (a) demonstrates that it has taken serious consideration of its contractual commitment and the fact that the Hybrid Planning Permission would not have been granted without there being a planning obligation of that nature included within this Deed;
- (b) has utilised such methods as are likely to achieve the desired result recognising that it is of importance that the result is achieved;
- (c) recognises that:-
 - (i) it is not permissible to seek to limit or abandon the contractual commitment to strive to achieve the desired result simply on the

grounds that the obligation is not commercially or financially desirable for that party save where the pursuance of such contractual commitment would lead to a materially negative commercial or financial impact at that time; and

- (ii) it entered into the obligation on a voluntary basis and with the benefit of professional advice; and
- (d) in the event that the first attempt at securing the desired result is unsuccessful then (unless it can be demonstrated that there are no reasonable alternatives) demonstrates that it has undertaken reasonable alternative means of achieving the desired result with a view to ensuring that the obligation can be performed AND FOR THE AVOIDANCE OF DOUBT:-
 - (i) in relation to the Owner and/or the Developer this term is to be interpreted within the context that:-
 - the Hybrid Planning Permission would not have been granted unless the planning obligations contained in this Deed had been entered into;
 - they seek to and would expect to profit financially and commercially from the construction and operation of the Development; and
 - there is nothing in the knowledge of the Owner and/or the Developer prior to or at the date of this Deed which would require any unreasonable endeavour to be employed in the performance of the planning obligations;

“Registered Provider of Social Housing” means a provider of Affordable Housing which is a social landlord or other body registered as a provider of social housing with the Homes and Community Agency as defined by section 80 of the Housing and Regeneration Act 2008 and which meets the requirements of the Homes and Community Agency (or its statutory successors) for the receipt of grant monies and the provision of Affordable Housing;

“Reserve Fund Account” means the account set up by the Owner and/or the Developer pursuant to paragraph 10.9 of Schedule 1;

“Reserve Fund Account Charge” means a charge over the Reserve Fund Account in favour of the Council in a form to be agreed between the parties acting reasonably.

“Reserved Matters Application” means a reserved matters application pursuant to the Hybrid Planning Permission and **Reserved Matters Applications** shall be construed accordingly;

“Reserved Matters Application Area” means the area of land within each Development Zone for which a Reserved Matters Application has been submitted to the Council by the Owner and/or the Developer and **“Reserved Matters Application Areas”** shall be construed accordingly;

“Reserved Matters Approval” means approval of the details submitted by the Developer pursuant to any Reserved Matters Application.

“Residential Travel Plan” means the travel plan prepared by WSP on behalf of the Developer dated December 2012 as amended in May 2013 for the purpose of delivering and maintaining sustainable transport targets in respect of the residential element of the Development and attached as Schedule 10;

“Residential Travel Plan Secured Amount” means the sum of £705,000 to be secured with the County Council by way of a deposit or bond;

“Residential Unit” means any dwelling comprised in the Development and for the avoidance of doubt shall include any Private Residential Unit and/or any Affordable Housing Unit and **“Residential Units”** shall be construed accordingly;

“Rushmoor Borough Transport Statement” means the transport statement prepared by the County Council and adopted in September 2012;

“SAMM Contribution” means

1 bedroom	£399
2 bedroom	£526
3 bedroom	£711
4 bedroom	£807
5 bedroom	£1052

“SANGS” means the suitable alternative natural green space or any part thereof to be provided by the Owner and/or the Developer within the Site of not less than 109.2 hectares for the purpose of accommodating recreational demand considered likely to be created by the Development and diverting it away from the Thames Basin Heaths Special Protection Area as shown indicatively on the SANGS Plan in accordance with the Strategy for the Delivery of Suitable Alternative Natural Greenspace;

“SANGS Owner” means any person body company entity or individual to whom the SANGS shall be transferred or otherwise disposed in accordance with paragraph 10.20 of Schedule 1 and the successors in title to such person body company entity or individual and any person deriving title through or under such person body company entity or individual;

“SANGS Plan” means Plan 5 attached in Schedule 6;

“SANGS Proportion” means that part of the Service Charge that is needed to cover the cost of the management and maintenance of the SANGS in accordance with the Ecological Management Plan pursuant to paragraph 10 of Schedule 1;

“School Bus Service” means a bus service at school peak hours to link the Site to Connaught School in accordance with the requirements of the Public Transport Strategy and utilising buses which are publicly accessible, compliant with the Equality Act 2010 and no older than 10 years old at the time of being brought into service;

“School Bus Service Bond” means a bond in the amount of £182,000 to be provided pursuant to paragraph 3.11 of Schedule 2;

“School Travel Plans” means the travel plans prepared or to be prepared by the County Council for the purpose of delivering and maintaining sustainable transport targets to be met by the users of the Western Primary School, the Eastern Primary School and Connaught School and Wavell School;

“Second School Bus Service Bond” means the bond to be provided pursuant to paragraph 3.11 of Schedule 2;

“Secondary School Contribution” means the sum of £11.75 million for the purpose of providing 610 additional permanent secondary school places at primarily Connaught School with some places being provided at Wavell School;

“Service Charge” means:

- (i) the service charge payable by the owners of the Residential Units, (which for the avoidance of doubt, shall in respect of the Affordable Housing Units, be payable by the Registered Provider of Social Housing pursuant to paragraph 2.20 of Schedule 1); and
- (ii) the service charge payable by the owners of the Extra Care Facility;

to be collected by the Estate Management Company pursuant to paragraph 9.2 of Schedule 1;

“Services” means

- (a) foul and surface water drainage ready for use and which are connected to adopted sewers or a completed sustainable urban drainage system constructed to a standard agreed with the County Council, and/or Council;
- (b) pipes and cables which are connected to mains, services and suitable and of adequate capacity for the supply of gas, water, electrical telephone and data transfer facilities;

“Site” means the land against which this Deed may be enforced as shown edged red on the Site Plan and which forms part of the Application Site;

“Site Layout Plan” means Plan 4 attached in Schedule 6;

“Site Plan” means Plan 1 as attached in Schedule 6;

“Smith Dorrien Institute” means the listed building at the summit of Hospital Hill within Maida Development Zone A coloured dark blue on the Site Layout Plan;

“Smith Dorrien Works” means those works required to make the Smith Dorrien Institute sound wind and watertight together with such necessary works to the structure and fabric of the building including internal refurbishment and alterations required to the ground floor to put the building in a suitable condition for use by community groups including the provision of a kitchen, adequate storage area, ground floor toilets with fully accessible disabled toilets, office for a community facilitator, and a mix of meeting rooms and installation of an appropriate heating system;

“Social Rental Units” means those Affordable Housing Units (excluding Affordable Rental Units) provided for rent to Eligible Persons at less than the rent levels inclusive of Service Charge for Affordable Rental Units and at a figure not exceeding the target rent level inclusive of Service Charge set according to the National Rent Regime by such body as may be from time to time appointed or recognised by the Council for such purpose;

“Sports Pavilion” means the sports pavilion to be constructed by the Council on the Sports Pitches Land in accordance with a specification based on the prevailing Sports England, the Football Foundation and Secure by Design standards at the time of design to provide 6 changing rooms, toilets and showers and associated amenity space;

“Sports Pavilion Contribution” means the sum of £950,000 to be provided by the Owner and/or the Developer for the purpose of funding

- (a) the construction of the Sports Pavilion by the Council;

- (b) the subsequent maintenance of the Sports Pavilion by the Council for a period of 20 years from Practical Completion by the Council of the Sports Pavilion; and
- (c) the upgrading of the existing parking area on the Sports Pitches Land and the provision of a new parking area to provide 64 parking bays together with the provision of associated lighting and maintaining the upgraded parking area, the new parking area and associated lighting for a period of 20 years from Practical Completion of such works;

“Sports Pitches” means those sports pitches to be provided by the Owner and/or the Developer pursuant to paragraph 6 of Schedule 1;

“Sports Pitches Land” means the land of not less than 14.49 hectares to the west of the A325 Farnborough Road as shown indicatively on the Site Layout Plan of which 4.49 hectares is informal open space;

“Sports Pitches Land Contribution” means the sum of £795,000 for the purpose of funding the maintenance of:

- (a) the Sports Pitches Land; and
- (b) the access to the Sports Pitches Land along Bourley Road

by the Council for a period of 20 years from the transfer of the freehold interest by the Owner and/or the Developer in the Sports Pitches Land to the Council in accordance with paragraph 6.1 of Schedule 1;

“Staircasing Receipts” means any monies received by a Registered Provider of Social Housing from the sale of a further share of the equity or ownership of a shared equity or shared ownership of a Residential Unit following the first acquisition by an Occupier of such an Affordable Housing Unit;

“Standards” means those standards to be determined in accordance with clause 14 of this Deed;

“Stanhope Lines” means the open space delineating the area of the former reconstructed South Camp at Aldershot, Hampshire which forms part of the Open Space as shown indicatively on Plan 10 attached in Schedule 6;

“Strategy for the Delivery of Suitable Alternative Natural Greenspace (SANG)” means the document dated December 2012 and submitted by the Developer to the Council with the Hybrid Application setting out the specifications and proposals for the establishment of the SANGS;

“**SuDs**” means sustainable drainage systems to be provided by the Developer within the Development including but not limited to permeable paving, swales and infiltration channels, green/brown roofs and underground storage systems as shown indicatively on the SuDs Plan;

“**SuDs Plan**” means Plan 7 attached in Schedule 6;

“**Taurus House**” means Taurus House, Maida Road, Aldershot, Hants, GU11 2DP;

“**Temporary Accommodation**” means 6 self contained Residential Units of varying sizes to be allocated within the Development by the Developer in agreement with the Council to be used as temporary housing accommodation;

“**Third School Bus Service Bond**” means the bond to be provided pursuant to paragraph 3.11 of Schedule 2;

“**Transport Assessment**” means the transport assessment dated December 2012 prepared by WSP and submitted by the Developer to the Council with the Hybrid Application;

“**Travel Plan Co-ordinator**” means a travel plan co-ordinator appointed and employed by the Owner and/or the Developer to implement and co-ordinate the requirements of the Travel Plans;

“**Travel Plans**” means the Residential Travel Plan, the Workplace Travel Plan Framework and the Unit Specific Workplace Travel Plan produced by the Owner and/or the Developer and approved by the County Council pursuant to paragraph 1 of Schedule 2;

“**Travel Plan Threshold**” means the threshold at which the floorspace of a Commercial Unit for a land use in the following table exceeds the level set out in the following table and therefore a Unit Specific Workplace Travel Plan will be required:

Land Use	Threshold above which a Unit Specific Workplace Travel Plan is required
Use Classes B1 and B2	2500 square metres
Use Class B8	5000 square metres
Retail	1000 square metres
Education	2500 square metres
Health Establishment	2500 square metres
Care Establishments	500 square metres or 5 bedrooms

Leisure: General	1000 square metres
Miscellaneous Commercial	500 square metres

“**Trees**” means those trees to be retained as part of the Development as identified on the Woodland Plan;

“**Unit Specific Workplace Travel Plan**” means a travel plan to be submitted by each occupier of a Commercial Unit which exceeds the Travel Plan Threshold to be prepared in accordance with the principles contained within the Workplace Travel Plan Framework approved by the County Council and “**Unit Specific Workplace Travel Plans**” shall be construed accordingly;

“**Valuation Office Agency**” means the agency, which is an executive agency of HM Revenue & Customs;

“**Wavell School**” means the secondary school at Lynchford Road, Farnborough, Hampshire GU14 6BH;

“**Western Primary School**” means a 3 form entry primary school;

“**Western Primary School Contribution**” means the sum of £9.15 million for the purpose of funding the design construction and fit out of the Western Primary School;

“**Western Primary School Land**” means the land of not less than 2.8 hectares required within Development Zone L (School End) at the western end of the Site for the provision of the Western Primary School as shown indicatively on the Site Layout Plan;

“**Woodland**” means the areas of woodland identified on the Woodland Plan and comprising the areas along the main topographical ridge, adjacent to the railway within Development Zones S and T and along Alisons Road in and around Development Zone Q;

“**Woodland Plan**” means Plan 6 attached in Schedule 6;

“**Working Day**” means Monday to Friday inclusive (excluding Bank Holidays and public holidays) and “**Working Days**” shall be construed accordingly;

“**Workplace Travel Plan Framework**” means the travel plan framework prepared by WSP on behalf of the Developer dated December 2012 as amended in May 2013 and bearing the same title in respect of traffic generated by Commercial Units comprised within the Development and attached as Schedule 11;

“Workplace Travel Plan Secured Amount” means the sum of £12,000 to be secured with the County Council by way of a deposit of bond.

2. INTERPRETATION

- 2.1 In this Deed unless the context indicates or requires otherwise where any reference is made to any recital clause paragraph or schedule such reference (unless the context otherwise requires) is a reference to a recital clause paragraph or schedule in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever an obligation falls to be performed by more than one person then the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.
- 2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement.

3. STATUTORY PROVISIONS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers enabling which may be relevant for the purpose of giving validity thereto and facilitating the enforcement of the obligations contained herein.
- 3.2 The terms of this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are binding on the Owner and the Developer and any person deriving title therefrom and are enforceable as such by the Council and County Council as local planning authorities.

4. LEGAL EFFECT

General legal effect

- 4.1 This Deed shall have full force and effect from the date hereof SAVE the covenants contained within Schedules 1, 2, 3 and 4 shall only take effect upon the Commencement of Development (with the exception of the covenants contained in the following paragraphs in Schedule 1, namely paragraph 1.1, paragraphs 2.11 and 2.12, paragraphs 6.9 and 6.11 and 6.13, paragraphs 8.1 and 8.2 and 8.3 and 8.6, paragraphs 9.1 and 9.3, paragraphs 10.20 and 10.22, paragraphs 11.1 and 11.2 and paragraph 13.1 and the following paragraphs in Schedule 2, namely paragraphs 1.2(j) and 1.3 (a to e), paragraph 3.13, paragraphs 4.3 and 4.12, paragraphs 5.1 and 5.4, paragraph 6.1 and paragraphs 7.1 and 7.2 and 7.3 which shall take effect from the date hereof).
- 4.2 Nothing in this Deed shall prevent compliance with any obligation pursuant to it prior to that obligation coming into effect under this Clause 4 or compliance by the Developer with an obligation of the Owner and no such early compliance shall amount to a waiver of the effect of this Clause 4.
- 4.3 If the Hybrid Planning Permission shall expire before the Development has commenced or is revoked quashed or otherwise withdrawn or modified without the Owner's and/or the Developer's consent this Deed shall cease to have effect.
- 4.4 The obligations contained in this Deed shall not be binding upon or enforceable against:
- (a) any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
 - (b) the owners or Occupiers of a Private Residential Unit or any mortgagee of a Private Residential Unit;
 - (c) the owners or Occupiers of an Affordable Housing Unit (with the exception of the obligation in paragraph 2.5 of Schedule 1);
 - (d) the owners or Occupiers of an Affordable Housing Unit who have exercised the right to acquire pursuant to the Housing Act 1996 or staircased under a shared ownership lease or any mortgagee of such aforesaid units;
 - (e) the owners or Occupiers of a Commercial Unit (with the exception of the obligations in paragraph 1 of Schedule 2);

- (f) the Owner after it has disposed of its entire interest in the Site (save for any antecedent breaches);
- (g) the Developer (unless the Developer has acquired an interest in the Site) following Completion of the Development save for any antecedent breaches with the exception of the obligation in paragraph 10.11 of Schedule 1 which shall continue to bind the Developer until discharged.

4.5 In the event the Original Owner sells, transfers or disposes of the SANGS in accordance with paragraph 10.20 of Schedule 1, any SANGS Owner shall only be bound by clauses 1 to 19 in the main body of the Deed excluding clauses 4.6 to 4.9 and clause 6 and the obligations relating to the SANGS contained in paragraph 10 of Schedule 1 namely 10.1, 10.3, 10.4, 10.5, 10.6, 10.13, 10.14, 10.15, 10.16, 10.18, 10.19, 10.20 and 10.21 and shall be released from and no longer be bound by such clauses and obligations upon parting with its entire interest in the SANGS PROVIDED ALWAYS THAT the Original Owner and the Developer shall subject to clause 4.4(f) and (g) continue to be bound by both the positive and the negative obligations relating to the SANGS contained in paragraph 10 of Schedule 1.

Legal effect on a Mortgagee of an Affordable Housing Unit

4.6 In the event any mortgagee of an Affordable Housing Unit wishes to enforce its security by way of sale (whether as mortgagee or through a receiver) it may do so provided that the procedures set out below in paragraph 4.6(a) to 4.6(e) are complied with after which the Affordable Housing Unit may be free from the covenants set out in Schedule 1 relating to Affordable Housing:

- (a) The mortgagee shall give to the Council not less than 28 days written notice of its intention to exercise its power of sale and shall offer to sell the Affordable Housing Unit to the Council (the Offer);
- (b) The Council shall notify the mortgagee in writing whether it wishes to accept the Offer within 28 days of receipt of the notice pursuant to paragraph 4.6(a) and if it does not wish to accept the Offer may nominate a Registered Provider of Social Housing in its place;
- (c) In the event the Council accepts the Offer pursuant to paragraph 4.6(b) above or nominates a Registered Provider of Social Housing in its place the mortgagee shall use Reasonable Endeavours to agree a purchase price for the Affordable Housing Unit which price shall be not greater than the Open Market Value of the Affordable Housing Unit and in default of such agreement an Expert will be appointed in accordance with clause 12 whose determination will be binding on the parties;

- (d) The transfer of the Affordable Housing Unit to the Council or the Registered Provider of Social Housing shall be completed within 2 months of agreement of the purchase price in accordance with clause 4.6(c) above; and
- (e) In the event the Council does not wish to accept the Offer or to nominate a Registered Provider of Social Housing in its place the mortgagee will be free to sell the Affordable Housing Unit by private treaty or otherwise and the Affordable Housing Unit shall no longer be bound by the covenants in Schedule 1 relating to Affordable Housing. In such circumstances the Council will take all necessary steps to cancel any registration of this Deed as a local land charge against the Affordable Housing Unit.

4.7 The mortgagee of an Affordable Housing Unit shall not be permitted to enforce its security over an Affordable Housing Unit by way of sale (whether as mortgagee or through a receiver) other than in accordance with the procedure set out in clause 4.6 above.

Legal effect on a Mortgagee of a Registered Provider of Social Housing

4.8 In the event of any mortgagee (being the mortgagee of a Registered Provider of Social Housing only) of the Affordable Housing Units wishing to enforce its security by way of sale (whether as mortgagee or through a receiver) then subject to the mortgagee having complied with the requirements contained in this clause it may do so after which the Affordable Housing Units (or the relevant part the mortgagee wishes to sell) may be used free from the covenants set out in Schedule 1 relating to Affordable Housing.

- (a) The mortgagee shall first give not less than 28 days' written notice to the Council of its intention to either enforce its security or enter into possession.
- (b) On the expiration of the 28 days referred to above the mortgagee shall serve a notice in writing on the Council ("the Offer Notice") stating that it wishes to exercise its statutory power of sale and the mortgagee shall use its Reasonable Endeavours to sell the Affordable Housing Units (or the relevant part thereof) to the Council or to a Registered Provider of Social Housing nominated by the Council at the price specified in the Offer Notice which shall be no greater than the Open Market Value of the Affordable Housing Units (or the relevant part thereof).
- (c) If the sale has not been completed by the date 60 days after the date of the Offer Notice ("the Expiry Date") then subject to the following provisions of this sub paragraph the mortgagee may sell the Affordable Housing Units (or the relevant part thereof) by private treaty or otherwise and the Affordable Housing Units (or the relevant part thereof) will no longer be bound by the covenants in Schedule 1 relating to the provision of Affordable Housing.

- (d) If within a period of 80 days from the Expiry Date the mortgagee proposes to sell the Affordable Housing Units (or the relevant part thereof) at a price which is lower than the price which is contained in the Offer Notice then the mortgagee may not so sell the Affordable Housing Units (or the relevant part thereof) without first serving a further notice in writing on the Council ("the Further Offer Notice") offering to sell the Affordable Housing Units to the Council or to a Registered Provider of Social Housing nominated by the Council by the date 30 days from the date of service of the Further Offer Notice at such lower price.
- (e) If by the date 30 days after the service of the Further Offer Notice neither the Council nor the Registered Provider of Social Housing nominated by the Council has completed the purchase of the Affordable Housing Units (or the relevant part thereof) the mortgagee having been ready willing and able to complete then the mortgagee may sell the Affordable Housing Units (or the relevant part thereof) by private treaty or otherwise and the Affordable Housing Units (or the relevant part thereof) will no longer be bound by the covenants set out in Schedule 1 relating to the provision of Affordable Housing.

4.9 The mortgagee of a Registered Provider of Social Housing shall not be permitted to enforce its security by way of sale (whether as mortgagee or through a receiver) other than in accordance with clause 4.8 above.

Renewal/Variation of the Hybrid Planning Permission

4.10 In the event of a renewal and/or a variation of the Hybrid Planning Permission or new planning permission for all or part of the Development this Deed shall continue to bind the Site in relation to the Development as permitted by such renewal or variation of the Hybrid Planning Permission or new planning permission as if the references in this Deed to the Hybrid Planning Permission also included reference to the Hybrid Planning Permission as renewed and/or as varied or to the new planning permission (as the case shall be) provided always that:

- (a) nothing in this clause 4.10 shall prevent the parties from agreeing to vary and/or replace the whole or any part of this Deed pursuant to Section 106A of the 1990 Act whether pursuant to or in connection with a renewal or variation of the Hybrid Planning Permission or a new planning permission or otherwise; and
- (b) this clause 4.10 shall not apply in the event that a renewal and/or variation of the Hybrid Planning Permission or new planning permission would give rise to any liability for Community Infrastructure Levy (including, for the avoidance of doubt, any liability arising under Regulation 128A of the Community Infrastructure Levy Regulations 2010) in accordance with any charging schedule adopted by the Council.

- 4.11 For the avoidance of doubt any Residential Units permitted by the Council pursuant to a renewal and/or a variation of the Hybrid Planning Permission or pursuant to a new planning permission for the Site or part thereof for all or part of the Development, shall be treated by the Council as though they were provided pursuant to the Hybrid Planning Permission in calculating the total number of Residential Units constructed on the Site for the purposes of the relevant triggers and restrictions within this Deed unless otherwise agreed with the Council and the County Council.

5. OBLIGATIONS

- 5.1 The Owner and the Developer jointly and severally covenant with the Council and County Council to perform and observe the Owner and the Developer covenants set out in Schedules 1 and 2.
- 5.2 The Council covenants with the Owner and the Developer to observe and perform the Council's covenants as set out in Schedule 3.
- 5.3 The County Council covenants with the Owner and the Developer to observe and perform the County Council's covenants as set out in Schedule 4.

6. PAYMENT OF COSTS

Legal and Professional Costs

- 6.1 The Owner and/or the Developer shall pay to the Council on completion of this Deed the reasonable legal and professional costs of the Council incurred in the negotiation preparation and execution of this Deed.
- 6.2 The Owner and/or the Developer shall pay to the County Council on completion of this Deed the reasonable legal and professional costs of the County Council incurred in the negotiation preparation and execution of this Deed.

Administration Fee

- 6.3 The Owner and/or the Developer shall on Commencement of the Development pay the Administration Fee to the Council.

7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in this Deed will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

8. NOTICE OF CHANGE OF OWNERSHIP

The Owner and the Developer shall give the Council and the County Council prompt written notice of any change in ownership of any of its freehold and leasehold interests in the Site occurring before all the obligations under this Deed have been discharged (other than the sale of individual Residential Units or leases of less than seven years) and such notice shall contain details of the transferee's or lessees full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased or leased by reference to a plan.

9. NOTICES

9.1 Any notice or other written communication to be served upon or given by one party to any other under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or whom it is to be given or as otherwise notified for the purpose by notice in writing.

9.2 The address for any notice or other written communication shall only be within the United Kingdom and is:

- (a) for the Owner care of Ramilies Building, Marlborough Lines, Monxton Road, Andover, Hampshire SP11 8HJ or such other address as shall be notified in writing to the Council from time to time;
- (b) for the Developer at its registered office from time to time and marked for the attention of the Company Secretary or such other address as shall be notified in writing to the Council from time to time;
- (c) for the Council at Council Offices Farnborough Road Farnborough Hampshire GU14 7JU marked for the attention of the Solicitor to the Council or such other person and address as shall be notified in writing to the Owner and the Developer from time to time; and
- (d) for the County Council at The Castle, Winchester SO23 8UJ marked for the attention of the Head of Legal Services or such other person and address as should be notified in writing to the Owner from time to time.

10. REGISTRATION OF THE DEED

10.1 This Deed shall be registered as a local land charge by the Council and the Council shall forthwith after the date of this Deed register this Deed as such.

10.2 The Owner and/or the Developer hereby consents to:

- (a) the noting of this Deed by the Council in the Charges Register of title numbers HP6505513, HP605515, HP605516, HP605517, HP605519, HP545325 and HP528615; and
- (b) meeting the reasonable and proper legal costs of the Council incurred in noting this Deed against the title numbers referred to in paragraph (a) above, up to a maximum figure of £1,000.

11. USE OF CONTRIBUTIONS BY THE COUNCIL AND/OR COUNTY COUNCIL

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

12. DISPUTES

- 12.1 Save for matters of construction of this Deed (which shall be matters for the Court) in the event of any dispute arising between the parties in respect of any matter contained in this Deed including questions of value and any question of reasonableness the same shall be referred to an expert (“**Expert**”) to be agreed upon between the parties or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors and the Expert’s decision shall be final and binding on the parties and whose costs (including the re-imbursment of the costs of any other experts’ fees) shall be at his discretion.
- 12.2 The Expert shall have at least ten years post qualification experience in the subject matter of the dispute.
- 12.3 The Expert shall be appointed subject to an express requirement that he reaches a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 36 Working Days from the date of his appointment to act.
- 12.4 The Expert shall be required to give notice to each of the parties inviting each of them to submit to him within such period as he shall reasonably determine within 10

Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the Expert may disregard any representations made out of time and the Expert's decision shall be given in writing within 21 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 21 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties.

- 12.5 It is hereby declared and agreed between the parties that nothing in this clause 12 shall be taken to fetter the ability of the Council or County Council to seek legal redress in respect of any breach of the obligations entered into by the Developer and the Owner in this Deed.

13. **ENTRY**

The Owner and the Developer (in so far as it is able to do so) hereby grant to the Council and the County Council and any person duly authorised or instructed by the Council and the County Council an irrevocable licence for the lifetime of the Development at all reasonable times to enter the Site to inspect any of the works to be carried out or carried out pursuant to this Deed and any materials to be used or used in carrying out those works and for any purpose directly or indirectly connected with or contemplated by this Deed PROVIDED ALWAYS that for the avoidance of doubt such licence to enter shall cease or otherwise not extend to any Residential Units that are Occupied.

14. **STANDARDS**

Prior to completion of the whole Development where any works buildings or facilities under this Deed are to be designed costed specified maintained built or laid out by reference to any identified guidelines standards regulations legislative requirements policies or cost parameters ("**Standards**") then in any case where such applicable standards are not expressly set out in this Deed or in any appendices attached hereto the most up-to-date Standards prevailing at the time of grant of Reserved Matters Approval for such part of the Development shall if required by the Council the County Council or relevant authority be deemed to apply to such works buildings or facilities in such part of the Development as at the time they are to be constructed and the size type location land take construction cost location and/or specification shall be in accordance with the most relevant up-to-date Standards at the time of grant of the Reserved Matters Approval and any dispute shall be determined in accordance with the dispute provisions in clause 12.

15. **INDEXATION**

Unless otherwise specified any Contributions or sum to be paid to the Council and/or the County Council under this Deed (including for the avoidance of doubt the payment of the salary of the community facilitator/development worker in accordance with paragraph 5 of Schedule 1) shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date of the relevant trigger for such Contributions or sum contained within this Deed or payment of the Contributions or sum if earlier.

16. **VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

17. **LATE PAYMENTS**

If any payment due under this Deed is paid late Interest shall be payable from the date payment is due under this Deed to the date of payment. In the event the Owner and/or the Developer have requested an invoice from the County Council and/or the Council in respect of any Contributions or sum payable under this Deed prior to the relevant trigger for such payment within this Deed, and no such invoice has been forthcoming, any payment made by the Owner and/or the Developer after the relevant trigger within this Deed will not be deemed to be a late payment for the purposes of this Deed although in the event an invoice is issued by the Council and/or the County Council in respect of such Contributions or sum, Interest will be payable on such sum or Contributions pursuant to the standard terms and conditions of any such invoice issued by the County Council or the Council.

18. **CONSENTS AND APPROVALS**

Where any agreement consent or approval of the Council and/or the County Council is required in this Deed such agreement consent or approval shall only be valid if given in writing and shall not be unreasonably withheld or delayed.

19. **MISCELLANEOUS**

19.1 This Deed is governed by and interpreted in accordance with the laws of England.

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

- 19.3 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver it shall not prevent the Council and/or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 19.4 The provisions of this Deed (other than this clause which shall be effective in any event) shall be of no effect until this Deed has been dated.

SCHEDULE 1

The Owner and the Developer Covenants with the Council

1. PROGRESS OF DEVELOPMENT

1.1 The Owner and/or the Developer shall provide to the Council ten Working Days notice of the following events:

- (a) the date of Commencement of Development (Temporary Accommodation, Estate Management Company);
- (b) the date of Commencement of Development within each Development Zone;
- (c) the date of Commencement of Development within each Reserved Matters Application Area;
- (d) the date of First Occupation (Highways and Transport Contribution); (Estate Management Company, Ecological Management Plan);
- (e) the date of First Occupation of Development within each Development Zone;
- (f) the date of Occupation of 80% of the Residential Units within each Reserved Matters Application Area (Affordable Housing);
- (g) the date of Occupation of 90% of the Residential Units within each Reserved Matters Application Area (Monuments and Memorials);
- (h) the date of Occupation of 30% of the Private Residential Units within each Reserved Matters Application Area (Affordable Housing);
- (i) the date of Occupation of the 75th Residential Unit (Western Primary School);
- (j) the date of Occupation of the 100th Residential Unit (School Bus Services Bond);
- (k) the date of Occupation of the 250th Residential Unit (Allotments)
- (l) the date of Occupation of the 114th Residential Unit in the Maida Zone Phase 1 of the Development (Smith Dorrien Institute);
- (m) the date of Occupation of the 229th Residential Unit (Temporary Accommodation);
- (n) the date of Occupation of the 500th Residential Unit (Sports Pitches);

- (o) the date of Occupation of the 675th Residential Unit (Household Waste Recycling Centre);
- (p) the date of Occupation of the 700th Residential Unit (Claycart Car Park);
- (q) the date of Occupation of the 750th Residential Unit (Play Area 1, Allotments (Phase 1));
- (r) the date of Occupation of the 900th Residential Unit (Sports Pavilion Contribution);
- (s) the date of Occupation of the 1,000th Residential Unit (Cambridge Military Hospital Neighbourhood Centre Buildings, Day Care and Pre-School Building, Public Realm Highway Works Sports Pavilion Contribution);
- (t) the date of Occupation of the 1,500th Residential Unit (Play Area 1, Smith Dorrien Institute, Public Art, Allotments (Phase 2) Highways and Transport Contribution, Neighbourhood Centre Buildings);
- (u) the date of Occupation of the 1,700th Residential Unit (Eastern Primary School);
- (v) the date of Occupation of the 2,000th Residential Unit (Play Area 2, Sports Pavilion Contribution);
- (w) the date of Occupation of the 2,250th Residential Unit (Play Area 2, Allotments (Phase 3));
- (x) the date of Occupation of the 2,500th Residential Unit (Public Art);
- (y) the date of Occupation of the 3,000th Residential Unit (Play Area 2, Allotments (Phase 4));
- (z) the date of Occupation of the 3,750th Residential Unit (Play Area 2, Allotments (Phase 5), Highways and Transport Contribution);
- (aa) the date of Practical Completion of each phase of Affordable Housing Units within a Reserved Matter Application Area;
- (bb) the date of Practical Completion of the refurbishment of the HQ 4th Division Building;
- (cc) the date of Occupation of the 200th Residential Unit in Development Zone B Coruna (Sports Pitches);

- (dd) the date of Occupation of any Residential Unit in Development Zone G Pennefather's (Sports Pitches);
- (ee) the date of Practical Completion of the Cambridge Military Hospital;
- (ff) the date of First Occupation of a Residential Unit within the Mandora Development Zone (Day Care and Pre School Building); and
- (gg) the date of Occupation of any Residential Unit in Development Zone K (Stanhope Lines East) (Play Area 1).

1.2 The Owner and/or the Developer shall within six months of Commencement of the Development provide to the Council a written report detailing:

- (a) the number of Practical Completions of Residential Units
- (b) the number of any Residential Units Occupied;
- (c) the cumulative total of Occupation of Residential Units within the Site;
- (d) the number and tenure of Affordable Housing Units Occupied;
- (e) the cumulative total of Occupation of Affordable Housing Units within the Site;
- (f) the number of Commercial Units Occupied; and
- (g) the cumulative floorspace figure of Commercial Units Occupied.

and shall submit to the Council every three months thereafter written updates to such a report.

1.3 The Owner and/or the Developer shall submit a written report to the Council annually on 1 April each year detailing the current progress of the Development, including but not limited to the information required in paragraph 1.2 above, and including the indicative timings for the events specified in paragraph 1.1 above.

2. AFFORDABLE HOUSING

Affordable Housing Strategy

2.1 The Affordable Housing Units for the Development shall (unless agreed otherwise by the Council) be provided by the Owner and/or the Developer on the Site in accordance with

- (i) the Affordable Housing Strategy, and

(ii) the Affordable Housing Development Zone Strategy.

- 2.2 Subject to paragraphs 2.4 and 2.5 of Schedule 2 the Owner and/or the Developer shall provide thirty five per cent (35%) of the total number of Residential Units within the Site as Affordable Housing Units, 60% of which shall be available for Affordable Rental Units/Social Rental Units and 40% for Intermediate Housing Units unless agreed otherwise with the Council.
- 2.3 The Owner and/or Developer shall provide a minimum of 40% of the total number of Intermediate Housing Units within the Site as shared ownership unless otherwise agreed with the Council.

Housing Mix Ratio

- 2.4 The Owner and/or the Developer shall unless otherwise agreed by the Council in writing provide the Affordable Housing Units
- (a) in clusters of 10-12 Residential Units and
- (b) in the following Housing Mix Ratio:

DWELLING MIX		
Dwelling Type	Affordable Rental Units / Social Rental Units	Intermediate Housing Units
1 bed flat	20%	40%
2 bed flat	10%	20%
2 bed house	30%	20%
3 bed house	25%	20%
4 bed house	15%	0%

- 2.5 The Affordable Housing Units shall not be used for any purpose nor offered for sale or rent other than for Affordable Housing.

Affordable Wheelchair Units

- 2.6 The Owner and/or the Developer shall unless agreed otherwise with the Council provide 10% of the Affordable Rental Units as Affordable Wheelchair Units within each Reserved Matters Application Area for each Development Zone.

Affordable Supported Housing

- 2.7 The Owner and/or the Developer shall within 3 years of Commencement of Development submit to the Council for approval a plan showing the precise location of the Affordable Supported Housing Units, a timetable specification and design for the construction of the Affordable Supported Housing Units and details of the proposed operator of the Affordable Supported Housing Units.
- 2.8 The Owner and/or the Developer shall construct the Affordable Supported Housing Units to Practical Completion and make available for Occupation in accordance with such details approved by the Council pursuant to paragraph 2.7 above.

Temporary Accommodation

- 2.9 The Owner and/or the Developer shall on Commencement of the Development submit to the Council a programme for the delivery of the Temporary Accommodation which approved programme may be varied by agreement with the Council at the submission of each Reserved Matters Application.
- 2.10 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 229 Residential Units comprised within the Development until all the Temporary Accommodation has been allocated within the Development and offered for letting to the satisfaction of the Council.

Affordable Housing Development Zone Strategy

- 2.11 The Owner and/or the Developer shall submit to the Council for approval an Affordable Housing Development Zone Strategy with the first Reserved Matters Application in any Development Zone which will provide inter alia that between thirty and forty per cent (30-40%) of the Residential Units within the Development Zone are to be provided as Affordable Housing Units.
- 2.12 The Owner and/or the Developer shall for each Reserved Matters Application for each Development Zone, submit to the Council for approval:
- (a) a written statement confirming the proposals by the Owner and/or Developer for Affordable Housing within the Reserved Matters Application Area are either in compliance with the Affordable Housing Development Zone Strategy or provide an updated Affordable Housing Development Zone Strategy for the approval of the Council; and
 - (b) details of the Registered Provider of Social Housing, the rents, Service Charges, sale prices and shares to be offered under shared ownership, the location, size, internal layouts and parking provision of any Affordable Housing Units to be provided within the Reserved Matters Application Area and in relation to Intermediate Housing Units the details of any tenure to be provided.

- 2.13 The Owner and/or the Developer shall procure that the Affordable Housing Units in each Reserved Matters Application Area are constructed and delivered in accordance with the Affordable Housing Development Zone Strategy approved by the Council pursuant to paragraphs 2.11 or 2.12 of this Schedule.

Nominations of Affordable Housing Units

- 2.14 The Owner and/or the Developer shall not Occupy or permit to be Occupied the Affordable Housing Units within each Development Zone until an Affordable Housing Nomination Agreement has been entered into between the Council and a Registered Provider of Social Housing and thereafter shall not Occupy or permit Occupation of such units otherwise than in accordance with such Affordable Housing Nomination Agreement.

Transfer of the Affordable Housing Units and Affordable Housing Land

- 2.15 The Owner and/or the Developer shall procure that the Affordable Housing Units in each Reserved Matters Application Area shall on Practical Completion of the Affordable Housing Units be transferred together with the Affordable Housing Land for that Reserved Matters Application Area to a Registered Provider of Social Housing.
- 2.16 The Owner and/or Developer shall not Occupy or permit to be Occupied more than 30% of the Private Residential Units in each Reserved Matters Application Area where Affordable Housing Units are required to be provided until the Owner and/or the Developer has entered into a contract with a Registered Provider of Social Housing for the construction and subsequent transfer of the Affordable Housing Units within that Reserved Matters Application Area.
- 2.17 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 80% of the Private Residential Units in each Reserved Matters Application Area where Affordable Housing Units are required to be provided until the Affordable Housing Units in that Reserved Matters Application Area have been constructed to Practical Completion and have been transferred to the Registered Provider of Social Housing.

Affordable Housing Standards

- 2.18 The Owner and/or Developer shall procure that all Affordable Housing Units (with the exception of those Affordable Housing Units to be provided within Maida Zone Phase 1) shall be constructed in accordance with the following Standards or any amendment or revisions thereto unless otherwise agreed with the Council:
- Homes and Communities Agency Design and Quality Standards 2007;
 - Code for Sustainable Homes Level 4;

- Lifetime Homes Standards (1-5) where site and design conditions allow and otherwise with agreement of the Council, Lifetime Standards (6-16); and
- Housing Quality Indicator (HQ1) Standards Version 4.

2.19 The Owner and/or the Developer shall procure that the Affordable Housing Units to be provided within Maida Zone Phase 1 shall be constructed in accordance with the Standards set out in paragraph 2.18 above save that only ten per cent of the Affordable Housing Units to be provided within Maida Zone Phase 1 shall be required to be constructed to Level 4 of the Code for Sustainable Homes with the remainder of the Affordable Housing Units to be constructed to Level 3 of the Code for Sustainable Homes.

Payment of the Service Charge for the Affordable Housing Units

2.20 The Owner and/or the Developer shall procure that the Service Charge for the Affordable Housing Units shall be paid by the Registered Provider of Social Housing to the Estate Management Company, with the exception of the Affordable Extra Care Units (whose Service Charge will be payable by the owner of the Extra Care Facility pursuant to paragraph 2.7 of Schedule 2) and those Affordable Housing Units whose owners have exercised the right to acquire pursuant to the Housing Act 1996 or staircased under a shared ownership lease (whose Service Charge will be payable by the owners of such units pursuant to paragraph 9.2 of this Schedule).

Recycling of Staircasing Receipts

2.21 The Owner and/or the Developer will use Reasonable Endeavours to procure that the Registered Provider of Social Housing will:

- (a) place all Staircasing Receipts into an interest bearing account unless and until they are used in accordance with paragraph 2.21(c) below;
- (b) keep a record of such receipts and supply such records to the Council on an annual basis on 1 April each year together with proposals for how such receipts are to be recycled in accordance with paragraph (c) below;
- (c) only use the Staircasing Receipts and any interest earned thereon for the provision of Affordable Housing Units within the Development until Completion of the Development.

3. NEIGHBOURHOOD CENTRE

3.1 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 1000 Residential Units until works to refurbish the Neighbourhood Centre Buildings have Commenced in accordance with the Hybrid Planning Permission and

any necessary listed building consents.

- 3.2 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 1500 Residential Units unless the Neighbourhood Centre Buildings have been refurbished to Practical Completion to the satisfaction of the Council and are available for Occupation and offered for letting.

4. ALLOTMENTS

- 4.1 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 250 Residential Units until a detailed specification for the design construction and layout of the Allotments on the Allotment Land has been submitted to and approved by the Council.

- 4.2 The Owner and/or the Developer shall ensure the Allotments incorporate as a minimum requirement and subject to planning permission:

- (a) 1 water tap to 8 plots at a number of locations within the Allotment Land;
- (b) land which has been cultivated and free from vegetation and laid out in 80 plots of 5m x 12.5m each;
- (c) pedestrian and vehicular access to the Allotments to and from the adopted public highway;
- (d) car parking for 30 vehicles; and
- (e) boundary fencing in accordance with a specification to be agreed with the Council.

- 4.3 The Owner and/or Developer shall not Occupy or permit to be Occupied more than 750 Residential Units until the Allotments (Phase 1) has been provided to the satisfaction of the Council pursuant to the details approved by the Council pursuant to paragraph 4.1 above and made available for use by the public.

- 4.4 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 1,500 Residential Units until the Allotments (Phase 2) has been provided to the satisfaction of the Council pursuant to the details approved by the Council pursuant to paragraph 4.1 above and made available for use by the public.

- 4.5 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 2,250 Residential Units until the Allotments (Phase 3) has been provided to the satisfaction of the Council pursuant to the details approved by the Council pursuant to paragraph 4.1 above and made available for use by the public.

4.6 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 3,000 Residential Units until the Allotments (Phase 4) has been provided to the satisfaction of the Council pursuant to the details approved by the Council pursuant to paragraph 4.1 above and made available for use by the public.

4.7 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 3,750 Residential Units until the Allotments (Phase 5) has been provided to the satisfaction of the Council pursuant to the details approved by the Council pursuant to paragraph 4.1 above and made available for use by the public.

5. COMMUNITY FACILITIES

Smith Dorrien Institute

5.1 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 114 of the Residential Units within the Maida Zone Phase 1 of the Development until:

Smith Dorrien Works

(a) the Smith Dorrien Works have been completed at its own expense to the satisfaction of the Council; and

Temporary Facilities

(b) the Owner and/or the Developer:

(1) has made available for the community on a temporary basis an area comprising not less than 100 square metres in total and including as a minimum a large hall or meeting room, (80sqm) and sufficient space for storage (20sqm) toilets and kitchen, within the Taurus House or Building H4 A 017 or Building H4 A 018 for Community Use together with the right to use free of charge 25 parking spaces and 3 disabled bays in the car park adjacent to the Taurus Building or the Building HA 017 or the Building HA 018 as the case may be which shall be allocated and reserved for users of the Community Use on the terms set out in Schedule 8; and

(2) permits the Occupation of such aforementioned building or buildings for Community use on the terms set out in Schedule 8 until the permanent facility has been provided by the Owner and/or the Developer pursuant to paragraph 5.2 of this Schedule.

Community Facilitator/Development Worker

- (c) a community facilitator/development worker has been appointed by the Owner and/or the Developer pursuant to the job description attached as Schedule 7 or on such other terms of appointment as may be agreed with the Council. The Owner and/or the Developer shall retain a community facilitator/development worker for a period of 10 years following the first such appointment subject to a salary cap of £35,000 per annum Indexed on the terms of appointment set out in Schedule 7 or on such other terms of appointment as may be agreed with the Council.

Permanent Facilities

- 5.2 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 1,500 Residential Units unless the Owner and/or the Developer has made available the whole of the ground floor of the Smith Dorrien Institute including a large hall or meeting room (80sqm), sufficient space for storage (20sqm) and a kitchen and toilets for Community Use on the terms set out in Schedule 8 together with the right to use free of charge 25 parking spaces and 3 disabled bays in the car park adjacent to the Smith Dorrien Institute which shall be allocated and reserved for users of the Community Use in accordance with Schedule 8.
- 5.3 The Owner and/or the Developer shall permit the Occupation of the whole of the ground floor of the Smith Dorrien Institute for Community Use in perpetuity on the terms set out in Schedule 8.

6. RECREATION AND OPEN SPACE

Sports Pitches and Sports Pavilion

- 6.1 Prior to the earlier of:
 - (a) Occupation of 200 Residential Units in Development Zone B Coruna; or
 - (b) Occupation of any Residential Units in Development Zone G Pennefather's; or
 - (c) Occupation of 500 Residential Units within the Development;the Owner and/or the Developer shall at its own expense:
 - (i) demolish and remove all existing buildings and structures (other than those agreed with the Council) on the Sports Pitches Land and ensure in relation to buildings that are agreed to be retained, that they are repaired and made wind and water tight and suitable for use;

- (ii) undertake all remedial work to any trees on the Sports Pitches Land in accordance with a tree survey to be submitted to and approved by the Council;
- (iii) lay out and provide 5 full size Sports Pitches (100m x 64m) on the Sports Pitches Land in accordance with a specification to be agreed with the Council;
- (iv) clear out any ditches within or along the boundary of the Sports Pitches Land to the satisfaction of the Council;
- (v) provide a pedestrian crossing over the A325 at the re-opened Pennefather's Road junction with Farnborough Road;
- (vi) provide an area of informal open space of 4.49 HA on the Sports Pitches Land;
- (vii) ensure the Sports Pitches Land is suitable for the uses permitted by the form of transfer of the Sports Pitches Land (in substantially the form attached as Schedule 13), by the submission of a remediation strategy which includes the following components, to deal with the risks associated with any contamination of the Sports Pitches Land;
 - (1) A preliminary risk assessment which has identified;
 - (A) All previous uses.
 - (B) Potential contaminants associated with those uses.
 - (C) A conceptual model of the site indicating sources, pathways and receptors.
 - (D) Potentially unacceptable risks arising from contamination at the Sports Pitches Land.
 - (2) A site investigation scheme based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
 - (3) The results of the site investigation and the detailed risk assessment referred to in (2) above and based on these an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
 - (4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy

in (3) are complete and identifying any requirements for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action

and shall implement the remediation strategy approved by the Council pursuant to this paragraph and on completion of any works set out in the approved remediation strategy shall submit a verification report to the Council for approval demonstrating the completion of such works and the effectiveness of any remediation. The report shall include details of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the remediation criteria for the Sports Pitches Land has been met. It shall include any plan (a long term monitoring and maintenance plan) for longer term monitoring of pollutant linkages maintenance and arrangements for contingency action as identified in the verification plan which shall be implemented by the Owner and/or Developer once approved by the Council.

- (viii) provide Services to the Sports Pitches Land, the extent and location of which are to be agreed with the Council;
- (ix) unless otherwise agreed with the Council, terminate the lease to Aldershot Football Club dated 21 August 2012 or any variation or assignment of such a lease;
- (x) on completion of all the matters specified in sub-paragraphs (i) to (ix) above, transfer the freehold interest in the Sports Pitches Land (in substantially the form of the transfer attached as Schedule 13) for £1, free from any public or third party rights or other encumbrances other than those that exist at the date of this Deed and have been notified by the Owner and/or the Developer to the Council in writing or as detailed in the form of transfer attached as Schedule 13) and with vacant possession (unless otherwise agreed with the Council) and the payment of the Sports Pitches Land Contribution to the Council;
- (xi) the Owner and/or Developer will take all necessary steps to enable the Council to be registered with an absolute freehold title at Land Registry free from encumbrances other than as detailed in 6.1(x) above.

6.2 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 200 Residential Units in Development Zone B Coruna or any Residential Units in Development Zone G Pennefather's or more than 500 Residential Units within the Development until all of the matters specified in sub-paragraphs 6.1(i) to 6.1(xi) above have been completed to the satisfaction of the Council.

6.3 The Owner and/or the Developer shall pay the Sports Pavilion Contribution to the Council in the following two instalments:

- (a) the sum of £95,000 in respect of the design fees for the Sports Pavilion prior to the Occupation of 900 Residential Units; and
- (b) the sum of £855,000 prior to the letting of the contract by the Council for the construction of the Sports Pavilion provided that
 - (i) the Council produce evidence to the Owner and/or Developer of their intention to let such a contract on receipt of the aforesaid sum from the Owner and/or the Developer; and
 - (ii) further provided that the Council shall not be permitted to request such a sum from the Owner and/or the Developer prior to the Occupation of 1,000 Residential Units; and
 - (iii) on receipt of such a sum the Council will use all reasonable endeavours to construct the Sports Pavilion within 5 years of receipt of the aforesaid sum.

6.4 The Owner and/or the Developer shall not Occupy or permit to be Occupied:

- (a) more than 900 Residential Units until the sum of £95,000 has been paid to the Council in respect of the design fees for the Sports Pavilion; and
- (b) more than 2,000 Residential Units until the sum of £855,000 has been paid to the Council pursuant to paragraph 6.3(b) above.

Play Areas

6.5 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 750 Residential Units within the Development unless the construction of Play Area 1 has Commenced in accordance with a detailed timetable and specification that has been approved by the Council.

6.6 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 1,500 Residential Units within the Development and in any event shall not Occupy or permit to be Occupied any Residential Unit within Development Zone K (Stanhope Lines East) unless the construction of Play Area 1 has been completed to Practical Completion to the satisfaction of the Council and made available for use.

6.7 The Owner and/or the Developer shall complete the construction of Play Area 2 to Practical Completion by the earlier of:

- (a) the Occupation of the 2000th Residential Unit; or
- (b) the opening of the Eastern Primary School.

- 6.8 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 2,000 Residential Units within the Development unless the construction of Play Area 2 has been completed to Practical Completion to the satisfaction of the Council and made available for use.

Open Space

- 6.9 The Owner and/or Developer shall submit to the Council for their approval a detailed specification and timetable for the design, quantum, construction and delivery of the Open Space as part of the Design Code 3 Document for each Reserved Matters Application Area.
- 6.10 The Owner and/or Developer shall provide the Open Space for each Reserved Matters Application Area in accordance with the specification and timetable approved by the Council pursuant to paragraph 6.9 above.

Woodland

- 6.11 The Owner and/or the Developer shall not Commence Development within a Development Zone within which Woodland lies until a detailed condition and maintenance plan for such Woodland has been submitted to and approved by the Council.

Local Landscaped Areas for Play (“LLAP”)

- 6.12 The Owner and/or the Developer shall provide at least one LLAP for each Development Zone which includes Residential Units in accordance with any details approved by the Council pursuant to paragraph 6.13 below.
- 6.13 The Owner and/or the Developer shall submit to the Council for their approval a detailed specification and timetable for the design construction and delivery of the LLAP, prior to the submission of any Reserved Matters Application within each Development Zone containing Residential Units and shall construct such LLAP in accordance with the specification and timetable approved by the Council.

7. PUBLIC ART

- 7.1 The Owner and/or the Developer shall provide two pieces of Public Art within the Site in accordance with the provisions of paragraphs 7.2 and 7.3 below to a value of not less than £80,000 in total unless agreed otherwise with the Council.
- 7.2 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 1500 Residential Units until the first piece of Public Art associated with the history of the Site has been procured and installed by the Owner and/or the Developer at its expense and in accordance with a design, cost, specification and in a location (in

the vicinity of the Neighbourhood Centre Land) to be agreed with the Council in advance of such procurement and installation.

- 7.3 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 2,500 Residential Units until the second piece of Public Art associated with the history of the Site has been procured and installed by the Owner and/or the Developer at its expense in accordance with a design, cost, specification and in a location to be agreed with the Council in advance of such procurement and installation.

8. HERITAGE

Monuments and Memorials

- 8.1 Subject to paragraph 8.2 below, the Owner and/or the Developer shall be responsible for the retention and future management and maintenance of the Monuments and Memorials in Perpetuity in accordance with
- (a) the Estate Management Plan;
 - (b) any related listed building conservation area and/or scheduled monument consent; and
 - (c) any details approved by the Council pursuant to paragraph 8.2 below.
- 8.2 The Owner and/or the Developer shall submit for the approval of the Council as part of the Design Code 3 Document for each Reserved Matters Application Area all:
- (a) proposals for the reasonable security, retention, reuse, relocation, incorporation or removal of all Monuments and Memorials currently located within that Reserved Matters Application Area; and
 - (b) specific management and maintenance requirements for all Monuments and Memorials currently located within that Reserved Matters Application Area and shall include for the avoidance of doubt any management and maintenance requirements for any Monument or Memorial currently within that Reserved Matters Application Area but which has been agreed by the Council to be relocated to a new location within the Site.
- 8.3 The Owner and/or the Developer shall implement such proposals in accordance with the details approved by the Council pursuant to paragraph 8.1 above and in accordance with any related listed building consent.
- 8.4 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 90% of the Residential Units within each Reserved Matters Application Area unless and until the Monuments and Memorials within that Reserved Matters

Application Area have been relocated, re-used, incorporated or if agreed with the Council, removed in accordance with the requirements contained in paragraph 8.2 above.

Heritage Trail

- 8.5 The Owner and/or the Developer shall lay out and construct a Heritage Trail in accordance with the Conservation and Heritage Strategy.
- 8.6 The Owner and/or the Developer shall submit for the approval of the Council, as part of the Design Code 3 Document for each Reserved Matters Application Area, the specification and timetable for construction and delivery of that part of the Heritage Trail within the Reserved Matters Application Area.
- 8.7 The Owner and/or the Developer shall construct and open that part of the Heritage Trail within the Reserved Matters Application Area to the public in accordance with the specification and timetable approved by the Council pursuant to paragraph 8.6 above.

9. ESTATE MANAGEMENT

Estate Management Company

- 9.1 The Owner and/or the Developer shall not be permitted to Commence Development until:
- (a) it has submitted to the Council for their approval, the Owner's and/or the Developer's proposal for the Estate Management Company such proposal to include full details of the proposed structure and voting rights of the Estate Management Company; and
 - (b) such proposal for the Estate Management Company has been approved by the Council.
- 9.2 The Owner and/or the Developer shall:
- (a) maintain and manage or shall procure that the Estate Management Company (or in respect of the Allotments an allotment association subject to the agreement of the Council) shall maintain and manage all of the following features in Perpetuity in accordance with the Estate Management Plan including any amendments to such Plan pursuant to paragraphs 9.10 to 9.12 below unless otherwise specified below:
 - (i) Open Space; in accordance with the Council's standard management and maintenance requirements for Open Space attached as Schedule

- 14 (as may be amended from time to time by the Council with the agreement of the Owner and/or Developer);
- (ii) Play Areas; in accordance with the Council's standard inspection management and maintenance requirements for Play Areas attached as Schedule 12 (as may be amended from time to time by the Council with the agreement of the Owner and/or the Developer) including where necessary replacing Play Area 1 and Play Area 2;
 - (iii) LLAPs; in accordance with the Council's standard inspection management and maintenance requirements for LLAPs attached as Schedule 12 (as may be amended from time to time by the Council with the agreement of the Owner and/or Developer);
 - (iv) Woodland; in accordance with the condition and maintenance plan for the Woodland approved by the Council pursuant to paragraph 6 of this Schedule;
 - (v) Public Art; including insuring (and where appropriate in agreement with the Council) repairing or replacing the Public Art if stolen or damaged;
 - (vi) Monuments and Memorials; including (and where appropriate in agreement with the Council) repairing or replacing any Monument and Memorial if stolen or damaged;
 - (vii) Roads streets footpaths cycleways and associated landscaping until adoption;
 - (viii) Street lighting and signage until adoption;
 - (ix) Street furniture until adoption;
 - (x) Water features forming part of the public realm;
 - (xi) SuDs (in the event any SuDs are provided by the Owner and/or Developer as part of the drainage requirements for the Development) and any other drainage systems until adoption;
 - (xii) any other land that does not form part of the Residential Units or Commercial Units and has not been publicly adopted;
 - (xiii) SANGS; which shall be managed and maintained in perpetuity in accordance with paragraph 10 of this Schedule;

- (xiv) Trees; which shall be managed and maintained in accordance with the Arboricultural Constraints Assessment Report;
 - (xv) Allotments;
 - (xvi) Private footpaths;
 - (xvii) Stanhope Lines; and
 - (xviii) Heritage Trail;
- (b) procure that the Estate Management Company
- (i) sets an annual Service Charge (at rates which are fairly and reasonably linked to the size of the Residential Unit) for the Residential Units which is sufficient in order to cover the cost of the management and maintenance of the features specified in paragraph 9.2(a) above and to cover the cost of the management and maintenance of the SANGS in accordance with the Ecological Management Plan pursuant to paragraph 10; and
 - (ii) collects the Service Charge from and enforces it against:
 - (i) the owners of the Residential Units;
 - (ii) the Registered Provider of Social Housing in respect of the Affordable Housing Units (subject to paragraph 2.20 of this Schedule); and
 - (iii) the owners of the Extra Care Facility in respect of the Extra Care Units and the Affordable Extra Care Units; and
 - (iii) on collection transfers the Service Charge (excluding the SANGS Proportion) into the Estate Management Account.

9.3 The Estate Management Company shall be a non profit-making entity with a management board comprised of stakeholders in the Development including (inter alia) the Owner and/or the Developer, the Council the County Council any Registered Provider of Social Housing on the Site and Occupiers of the Residential Units and Commercial Units.

9.4 Following the approval of the proposal submitted pursuant to paragraph 9.1 above by the Council and prior to the Occupation of any Residential Unit comprised within the Site the Owner and/or the Developer shall establish the Estate Management Company in accordance with such approval and notify the Council accordingly.

9.5 The Owner and/or the Developer shall (unless the Estate Management Company acquires a legal interest in the Site) ensure that the Estate Management Company established pursuant to paragraph 9.4 above enters into a deed of covenant directly with the Council in respect of the obligations contained in this Schedule 1 relating to the management and maintenance of the features specified in paragraph 9.2 above.

9.6 The Owner and/or the Developer shall not transfer any Residential Unit on Site unless such transfer shall contain:

- (a) a covenant on the part of the transferee to pay the Service Charge; and
- (b) a covenant on the part of the transferee to ensure that its successors in title enter into a deed of covenant with the Estate Management Company and any such other body as shall be responsible for the management of the SANGS in respect of the payment of the Service Charge; and
- (c) an agreement between the parties to enter a restriction on the title of the Residential Unit in relation to the above covenants relating to the payment of the Service Charge in the following form:

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Estate Management Company name here] [Company Registration Number.....of.....] or their conveyancer that the provisions clause [.....] of the transfer dated [.....] have been complied with”.

Estate Management Account

9.7 The Owner and/or the Developer shall not Occupy or permit to be Occupied any Development until:

- (a) it has set up or procured the set up of the Estate Management Account and provided full details of such an account to the Council;
- (b) the Estate Management Account Charge has been entered into by the Owner and/or the Developer and/or the Estate Management Company and evidence has been provided to the Council that notice of the Estate Management Account Charge (such notice to contain an acknowledgement that the benefit of the sums contained within the Estate Management Account shall only be assigned to the Council following the failure of the Owner and/or the Developer to comply with an Estate Management Default Notice in accordance with paragraph 9.13 of this Schedule and only to the extent necessary to remedy the breach described in the Estate Management Default

Notice) has been acknowledged by the bank at which the Estate Management Account has been set up.

- 9.8 The Owner and/or the Developer shall procure that written statements or other financial information for the Estate Management Account are submitted to the Council on a quarterly basis showing the extent of the current balance within the Estate Management Account.

Estate Management Plan

- 9.9 Prior to the Occupation of any Development the Owner and/or the Developer shall produce and submit to the Council for their approval a detailed management plan "**the Estate Management Plan**" setting out how the features set out in paragraph 9.2 above are to be managed and regularly maintained kept in good order and repaired promptly in Perpetuity and the Standards of such management maintenance and repair (where such Standards have not already been specified in this Deed) such that these features may be enjoyed for the purpose for which they were provided in accordance with this Deed.
- 9.10 The Owner and/or the Developer shall procure that a written report is provided to the Council within 6 months of First Occupation ("**the First Estate Management Plan Written Report**") specifying compliance to date with the Estate Management Plan, and detailing any amendments required to the Estate Management Plan, such amendments to be approved by the Council.
- 9.11 The Owner and/or the Developer shall submit to the Council every 6 months from the anniversary of the First Estate Management Plan Written Report further written reports setting out the matters referred to in paragraph 9.10 above, for the approval of the Council.
- 9.12 The Owner and/or the Developer shall not Occupy or permit to be Occupied any Development until:
- (a) the Estate Management Company has been formed in accordance with the proposal approved by the Council pursuant to paragraph 9.1 of this Schedule; and
 - (b) the Estate Management Plan has been submitted to and approved by the Council, pursuant to paragraph 9.9 of this Schedule.
- 9.13 If at any time there is a material breach of paragraph 9 of this Schedule and/or the Estate Management Plan the Council may without prejudice to its enforcement powers contained within the 1990 Act issue the Owner and/or Developer with a notice setting out the nature of the breach and specifying a reasonable time and in any event not less than 3 months (unless it relates to a matter of public safety in which case the

notice period may be shorter) in which to remedy such breach (the “**Estate Management Default Notice**”).

- 9.14 In the event the Owner and/or the Developer fails to remedy the breach within the period specified in the Estate Management Default Notice the Council shall:
- (a) be entitled to do all such things necessary to remedy the breach and/or to secure compliance with the Estate Management Plan as set out in the Estate Management Default Notice;
 - (b) be entitled to enter upon such parts of the Site as is reasonably necessary in order to carry out the works specified in the Estate Management Default Notice; and
 - (c) notify the Owner and the Developer and the Estate Management Company of any expenditure reasonably incurred by the Council in carrying out such works and provide evidence of such expenditure if requested in the form of invoices or receipts whereupon the Council may have immediate access to the Estate Management Account to recover the reasonably incurred expenditure.
- 9.15 If at any time prior to the Completion of the Development the sum of money in the Estate Management Account is reduced as a result of the carrying out of any works by the Council pursuant to an Estate Management Default Notice the Owner of the Site and/or the Developer shall as soon as reasonably practicable replenish the Estate Management Account with the sum of money used by the Council pursuant to paragraph 9.14(c) to carry out any works specified in the Estate Management Default Notice.

10. SANGS

Ecological Management Plan

- 10.1 The Owner and/or the Developer shall produce and submit to the Council for their approval an Ecological Management Plan in respect of the SANGS area prior to Occupation of the Development.
- 10.2 The Owner and/or the Developer shall not Occupy or permit to be Occupied any Development until the Ecological Management Plan has been approved by the Council.
- 10.3 Once approved by the Council pursuant to paragraph 10.2 above the Ecological Management Plan (as may be amended in accordance with paragraphs 10.4 and 10.5 below) shall be implemented by the Owner and/or the Developer.
- 10.4 The Owner and/or the Developer shall procure that a written report is provided to the

Council within 6 months of First Occupation ("**the First Ecological Management Plan Written Report**") specifying compliance to date with the Ecological Management Plan, and detailing any amendments required to the Ecological Management Plan, such amendments to be approved by the Council.

10.5 The Owner and/or the Developer shall:

- (a) until Completion of the Development submit to the Council every 6 months from the anniversary of the "**First Ecological Management Plan Written Report**" further written reports specifying compliance to date with the Ecological Management Plan, and detailing any amendments required to the Ecological Management Plan, such amendments to be approved by the Council; and
- (b) following Completion of the Development submit to the Council every 12 months from the anniversary of the "**First Ecological Management Plan Written Report**" further written reports specifying compliance to date with the Ecological Management Plan, and detailing any amendments required to the Ecological Management Plan, such amendments to be approved by the Council.

10.6 The Owner and/or the Developer shall be responsible for the provision of the SANGS in accordance with the Strategy for the Delivery of Suitable Alternative Natural Greenspace and the Ecological Management Plan.

Reserve Fund Account

10.7 The Owner and/or the Developer shall or shall procure that the Estate Management Company established pursuant to paragraph 9 of this Schedule

- (a) sets up the Reserve Fund Account;
- (b) transfers the SANGS Proportion of the Service Charge into the Reserve Fund Account until the minimum sum of £200,000 (Indexed from the date hereof to the date of deposit in the Reserve Fund Account) has been deposited in the Reserve Fund Account; and
- (c) subject to the provisions of paragraph 10.7(b) above, transfers the SANGS Proportion of the Service Charge into the Investment Fund.

10.8 The Owner and/or the Developer shall or shall procure that the Estate Management Company shall thereafter maintain the minimum balance of £200,000 (Indexed from the date hereof to the date of the deposit in the Reserve Fund Account) within the Reserve Fund Account in Perpetuity.

10.9 The Owner and/or the Developer shall not Occupy or permit to be Occupied any Development until:

- (a) it has set up the Reserve Fund Account and provided full details of such an account and of the Investment Fund to the Council; and
- (b) the Reserve Fund Account Charge has been entered into by the Owner and/or the Developer and evidence has been provided to the Council that notice of the Reserve Fund Account Charge (such notice to contain an acknowledgement that the benefit of the sums contained within the Reserve Fund Account shall only be assigned to the Council following the failure of the Owner and/or the Developer to comply with a SANGS Default Notice in accordance with paragraph 10.16 of this Schedule and only to the extent necessary to remedy the breach described in the SANGS Default Notice) has been acknowledged by the bank at which the Reserve Fund Account has been set up.

Investment Fund

10.10 Subject to the provisions of paragraphs 10.7, 10.8 and 10.18 of this Schedule, the SANGS Proportion shall be invested within the Investment Fund, provided that on Completion of the Development the minimum value of such investment in the Investment Fund (comprising the investment of the SANGS Proportion and the growth on such investment) shall be £1.5M (one million five hundred thousand pounds) Indexed from the date hereof until Completion of the Development.

10.11 In the event on Completion of the Development the value of such investment in the Investment Fund (comprising the investment of the SANGS Proportion and the growth on such investment) is not £1.5M (one million five hundred thousand pounds) Indexed from the date hereof until Completion of the Development, the Original Owner and/or the Developer shall pay the requisite sum of money into the Investment Fund to meet any such shortfall within 28 days of Completion of the Development and provide written evidence to the Council of such a payment.

10.12 The obligations in paragraphs 10.10 and 10.11 above shall cease to have effect:

- (a) on the payment of the requisite sum by the Owner and/or the Developer into the Investment Fund pursuant to paragraph 10.11 above, to top up the Investment Fund and the provision of written evidence of such a payment to the Council; or
- (b) in the event on Completion of the Development the value of the investment in the Investment Fund (comprising the investment of the SANGS Proportion and the growth on such investment) is in excess of £1.5 million and written evidence of the value of such investment in the Investment Fund of the

Development has been supplied to the Council by the Owner and/or the Developer on Completion of the Development.

Financial Information

- 10.13 The Owner and/or the Developer shall procure that written statements or other financial information for the Reserve Fund Account and the Investment Fund are submitted to the Council on an annual basis showing:
- (a) the payment of the SANGS Proportion by the Owner and/or the Developer or the Estate Management Company into the Reserve Fund Account and/or the Investment Fund pursuant to paragraph 10.7 above;
 - (b) the extent of the current balance within the Reserve Fund Account; and
 - (c) the current value of the investment by the Owner and/or the Developer in the Investment Fund (comprising the investment of the SANGS Proportion and the growth on such investment).

Management and Use of the SANGS

- 10.14 The Owner and/or the Developer shall not permit the SANGS to be used for any purpose other than as recreational open space consistent with the ecological management objectives for the SANGS which shall for the avoidance of doubt include the right to fish granted to any fishing club in any water body within the SANGS.
- 10.15 The Owner and/or the Developer shall be responsible for the management and maintenance of the SANGS in accordance with the Ecological Management Plan and the Strategy for the Delivery of Suitable Alternative Natural Greenspace in Perpetuity.

Breach of the Ecological Management Plan

- 10.16 If at any time there is a material breach of the Ecological Management Plan and/or the Strategy for the Delivery of Suitable Alternative Natural Greenspace the Council may without prejudice to its enforcement powers contained within the 1990 Act issue the Owner and/or Developer and/or the Estate Management Company and/or the SANGS Owner or any person/body/company/entity/individual established or authorised by the Owner and/or the Developer to provide and maintain the SANGS with a notice setting out the nature of the breach and specifying a reasonable time and in any event not less than 3 months (unless it relates to a matter of public safety in which case the notice period may be shorter) in which to remedy such breach (the "**SANGS Default Notice**").
- 10.17 In the event the Owner and/or the Developer fails to remedy the breach within the period specified in the SANGS Default Notice the Council shall:

- (a) be entitled to do all such things necessary to remedy the breach and to secure compliance with the Ecological Management Plan and/or the Strategy for the Delivery of Suitable Alternative Natural Greenspace as set out in the SANGS Default Notice;
- (b) be entitled to enter upon such parts of the Site as is reasonably necessary in order to carry out the works specified in the SANGS Default Notice; and
- (c) notify the Owner and the Developer and the Estate Management Company and the SANGS Owner and any person/body/company/entity/ individual established or authorised by the Owner and/or the Developer to provide and maintain the SANGS of any expenditure reasonably incurred by the Council in carrying out such works and provide evidence of such expenditure if requested in the form of invoices or receipts whereupon the Council may have immediate access to the Reserve Fund Account to cover the reasonably incurred expenditure.

10.18 If at any time prior to the Completion of the Development the sum of money in the Reserve Fund Account is reduced as a result of the carrying out of any works by the Council pursuant to a SANGS Default Notice, the Original Owner and/or the Developer shall procure the replenishment of the Reserve Fund Account with the sum of money used by the Council pursuant to paragraph 10.17 above to carry out any works specified in the SANGS Default Notice.

Use of the Reserve Fund Account

10.19 The Owner and/or the Developer and/or any person/body/company/entity/individual established or authorised by the Owner and/or the Developer and/or the Estate Management Company to provide and maintain the SANGS shall not be entitled to draw down on the Reserve Fund Account for any purpose including but not limited to the provision/replacement/renewal/maintenance of the SANGS or to cover any shortfall in the cost of annual maintenance.

Transfer of the SANGS

10.20 The Owner covenants with the Council not to sell transfer or otherwise dispose of the SANGS areas except:

- (a) by way of a transfer or lease of the whole of the SANGS save for any land which may be retained by the Original Owner for operational requirements (subject to the agreement of the Council in relation to the extent of such land) (in a form to be approved by the Council such approval not to be unreasonably withheld or delayed) which

- (i) is subject to a restriction that the SANGS can only be used for the purposes set out in this Deed;
 - (ii) is subject to either a peppercorn rent or in the event the SANGS is transferred, for a consideration of £1; and
 - (iii) is subject to the obligations within paragraph 10 of this Schedule in relation to the SANGS, as subject to clause 4.5;
- (b) to a proposed transferee or lessee who is to be approved by the Council (such approval not to be unreasonably withheld or delayed) and who:
- (i) is of sufficient substance,
 - (ii) has a track record of maintaining SANGS areas to a high standard;
 - (iii) has supplied satisfactory evidence to the Council that it has sufficient resources to fund the costs of carrying out the capital works for the SANGS; and
 - (iv) has entered into a funding and management agreement with the Owner or current owner of the SANGS to:
 - (1) secure the necessary funding for and to require the proposed transferee to carry out the capital works to the SANGS in accordance with the Strategy for the Delivery of Sustainable Alternative Natural Greenspace and the Ecological Management Plan prior to Completion of the Development;
 - (2) provide step in rights in favour of the Original Owner until Completion of the Development to enter upon such parts of the SANGS areas as is reasonably necessary in order to carry out at its own expense the SANGS works specified in any SANGS Default Notice served by the Council in accordance with paragraph 10.16 of this Deed in the event of default or non compliance with such a notice by the then owner of the SANGS areas; and
 - (3) provide for the SANGS Proportion of the Service Charge to be transferred by the Estate Management Company to the proposed transferee subject to the provisions of paragraphs 10.7 and 10.8 of this Deed.

and a copy of such funding and management agreement has been provided to the Council as evidence of compliance with paragraph 10.20(iv) (1) to (3). For the avoidance of doubt the approval of the Council does not need to be sought in relation to the transfer or grant of a leasehold interest in the whole of the SANGS by the Owner to the First Developer and/or the Second Developer. In the event of any such transfer or lease to the Second Developer, the First Developer hereby agrees to guarantee the performance of the obligations of the First Developer in paragraph 10 of this Schedule in relation to the SANGS and to perform such obligations in the event the Second Developer is in default.

10.21 The parties hereto acknowledge that the granting of fishing licences shall not constitute a disposal as anticipated by paragraph 10.20 above.

10.22 On the earlier of:

- (a) the Commencement of Development; or
- (b) the transfer or granting of a leasehold interest in the SANGS areas by the Owner;

the Owner and/or Developer shall apply to the registrar for entry of a restriction on the register of the relevant freehold or leasehold titles of the SANGS areas in the following form:

“No disposition of the registered estate by the proprietor of the Property is to be registered without a certificate signed on behalf of Rushmoor Borough Council or its successor in title to its functions that the provisions of paragraph 10 of Schedule 1 of a Deed relating to land at Aldershot Urban Extension and made between (1) Rushmoor Borough Council (2) Hampshire County Council (3) Secretary of State for Defence (4) Grainger plc and Grainger (Aldershot) Limited and dated ● 2014 have been complied with.”

and on the grant of any derivative lease or underlease out of such titles the Owner shall procure that a restriction in the same form is registered on the relevant leasehold titles.

Claycart Car Park

10.23 The Owner and/or the Developer shall not Occupy or permit to be Occupied any Residential Unit within the Development until an area equivalent to 16 car parking spaces and two disabled car parking bays, within the Claycart Car Park has been made available (without the need for any works to be undertaken by the Owner and/or the Developer) on a temporary basis to the satisfaction of the Council until the

permanent car parking spaces have been provided by the Owner and/or the Developer in accordance with paragraph 10.24 below, for use at all times without charge by members of the public using the SANGS areas (with the exception of specific dates notified to the Council in advance by the Owner and/or Developer for the Farnborough Air Show when the public will be excluded from the Claycart Car Park).

- 10.24 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 700 Residential Units within the Development until works are carried out to part of the Claycart Car Park in accordance with a scheme of works to be agreed with the Council based on those works indicatively shown on the Claycart Car Park Works Plan to provide 16 parking spaces and 2 disabled bays, and the use of such parking spaces and disabled bays has been secured in Perpetuity for use at all times without charge by members of the public using the SANGS areas (with the exception of specific dates notified to the Council in advance by the Owner and/or Developer for the Farnborough Air Show when the public will be excluded from the Claycart Car Park).

11. APPOINTMENT OF AN IMPLEMENTATION AND MONITORING OFFICER

- 11.1 The Owner and/or the Developer shall pay the sum of £38,000 to the Council on 1 April 2014 ("**the First Payment Date**") for the appointment of an implementation and monitoring officer in accordance with the agreed job description attached as Schedule 9 or on such other terms as may be substituted by the Council.
- 11.2 The Owner and/or the Developer shall pay the sum of £38,000 to the Council on the anniversary of the First Payment Date and each year thereafter for a further period of 8 years to fund the continued employment of the implementation and monitoring officer appointed by the Council pursuant to paragraph 11.1 above.
- 11.3 For the avoidance of doubt, the parties agree that the Council shall not be obliged to use all the funds paid by the Owner and/or the Developer pursuant to paragraphs 11.1 and 11.2 above within a 10 year period from the First Payment Date, in order that the Council retain the flexibility to link the appointment of an implementation and monitoring officer to the build rate of the Development.

12. CAMBRIDGE MILITARY HOSPITAL

- 12.1 Subject to the grant of listed building consent the Developer shall Commence the scheme to refurbish and convert the Cambridge Military Hospital for primarily residential use on the earlier of:
- (a) the Occupation of 1,000 Residential Units; or
 - (b) 5 years from Commencement of Development.

in accordance with a detailed timetable and specification to be submitted to and approved by the Council

12.2 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 1,000 Residential Units within the Development unless a scheme to refurbish and convert the Cambridge Military Hospital for primarily residential use has Commenced in accordance with the detailed timetable and specification approved by the Council pursuant to paragraph 12.1 above.

12.3 The Owner and/or the Developer shall procure that the refurbishment and conversion of the Cambridge Military Hospital for primarily residential use has been completed to Practical Completion to the satisfaction of the Council, in accordance with the detailed timetable and specification approved by the Council pursuant to paragraph 12.1 above.

13. BASINGSTOKE CANAL LOOP

13.1 The Owner and/or the Developer shall prior to the submission of a Design Code 3 Document for the Browning Development Zone J undertake a detailed assessment for the delivery of the Basingstoke Canal loop and appropriate associated facilities and shall forward a copy of such an assessment to the Council for their approval. The assessment shall consider but shall not be limited to:

- (a) the technical feasibility of such a scheme;
- (b) the need for approvals from statutory authorities including the Environment Agency, the County Council, Natural England and the Council;
- (c) whether the scheme can be delivered within land in the control of or ownership of the Owner and/or the Developer; and
- (d) the commercial viability of such a scheme.

14. SAMM CONTRIBUTIONS

14.1 The Owner and/or the Developer shall, prior to the Occupation of any Development within a Reserved Matters Application Area, pay the relevant SAMM Contribution to the Council on a per Residential Unit basis towards strategic access management and monitoring measures in accordance with the Rushmoor Borough Council Thames Basin Heaths Special Protection Area Avoidance and Mitigation Strategy 2012.

14.2 The Owner and/or the Developer shall not Occupy or permit to be Occupied any Development within a Reserved Matters Application Area until the relevant SAMM Contribution has been paid to the Council.

15. RESIDENTIAL PARKING

- 15.1 The Owner and/or the Developer shall procure that residential parking spaces are allocated to individual Residential Units within the Development and included within the freehold and leasehold transfers of such Residential Units.

16. PUBLIC REALM HIGHWAY WORKS

- 16.1 The Owner and/or the Developer shall prior to Occupation of 1,000 Residential Units pay to the Council the sum of £1.5 million (one million five hundred thousand pounds) in respect of the Public Realm Highway Works.
- 16.2 The Owner and/or Developer shall not Occupy or permit to be Occupied more than 1,000 Residential Units until the sum of £1.5 million (one million five hundred thousand pounds) has been paid to the Council pursuant to paragraph 16.1 above.

SCHEDULE 2

The Owner and Developer Covenants with the County Council

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

1. TRAVEL PLAN

1.1 Residential Travel Plan

- (a) To implement and comply with the requirements of the Residential Travel Plan and to use all reasonable endeavours to achieve the targets set therein and to perform the tasks and measures by the corresponding triggers in the following table:

Trigger/ Date	Task/ Measure
Prior to Occupation of any Residential Unit	Appoint a site-wide Travel Plan Co-ordinator for the Residential Travel Plan
	Train residential sales/ marketing staff
	Prepare 'sustainable travel information packs' to be provided to each household
	Prepare site-specific walking and cycling maps
	Establish a sustainable travel information website
	Review the benefits and viability of making electric vehicle charging points available within the Development
Following Occupation of a Residential Unit	Undertake residential travel surveys within 6 months of Occupation of a Residential Unit in respect of the first 175 Residential Units which are constructed at Maida Zone-Phase 1
	Analyse residential travel surveys; agree appropriate measures; update Residential Travel Plan as necessary; submit to the County Council for approval
	On-going promotion and marketing
	Trial public transport vouchers(one month)
	Introduce enhanced bus services
	Distribute residents travel information pack
	Organise and hold a car sharing promotional event
	Organise and hold a Bike Week event
	Establish a walking club and 'Safe Routes to School'

Trigger/ Date	Task/ Measure
	programme
	Promote personal journey planning
Within one year following Occupation of a Residential Unit	Repeat travel surveys one year after baseline survey, review effectiveness of initiatives, results and targets and submit to the County Council. If insufficient progress is being made then introducing further toolkit measures will be considered, as advised by the Travel Plan Co-Ordinator
Thereafter and on-going biannually until Development completion	Carry out residential travel surveys, review progress against targets and agree continued way forward
	At Development completion – agree the way forward for the travel plan and continued monitoring progress will be discussed and agreed with the County Council

- (b) Not to Occupy or permit Occupation of any Residential Unit unless it has implemented and complied with the requirements of the Residential Travel Plan.
- (c) To appoint a Travel Plan Co-ordinator to implement and oversee the Residential Travel Plan prior to the Occupation of any Residential Unit and to retain thereafter the Travel Plan Co-ordinator for the duration of the construction period of the Development or ten years from First Occupation of any Residential Unit whichever is the later.
- (d) Not to Occupy or permit to be Occupied any Residential Unit until it has appointed a Travel Plan Co-ordinator to implement and oversee the delivery of the Residential Travel Plan and at all times thereafter to retain the Travel Plan Co-ordinator for this intended purpose.
- (e) To submit to the County Council an Annual Monitoring Report produced by the Travel Plan Co-ordinator in relation to the Residential Travel Plan on the anniversary of the First Occupation of the first Residential Unit and subsequent anniversaries.
- (f) To provide the Residential Travel Plan Secured Amount to the County Council prior to Occupation of any Residential Unit which the County Council shall be entitled to use in circumstances in which:
- (1) the measures identified in the Residential Travel Plan have not been implemented within the time period identified in the Residential Travel Plan for implementation;
 - (2) the party responsible for implementation and compliance with the

Residential Travel Plan has been served a Default Notice by the County Council and have been given a reasonable period of time of not less than 28 days in which to rectify the matters identified in the Default Notice but have not done so to the County Council's reasonable satisfaction;

- (3) the County Council (acting reasonably) has determined that it must initiate the measures identified in the Default Notice in order to meet the aims and objectives of the Residential Travel Plan; and
- (4) only the reasonable and proper cost of rectifying the requirements as set out in the Default Notice may be drawn down by the County Council from the Residential Travel Plan Secured Amount, together with any reasonable administrative charges incurred by the County Council.

1.2 Workplace Travel Plan

- (a) To implement and comply with the requirements of the Workplace Travel Plan Framework and to use all reasonable endeavours to achieve the targets set therein and to perform the tasks and measures by the corresponding triggers as set out in the following table:

Trigger/ Date	Task/ Measure
Prior to Occupation of any Commercial Unit	Appoint a site-wide Travel Plan Co-ordinator for the Workplace Travel Plan Framework (also covering Residential Travel Plan and support for Unit Specific Workplace Travel Plans)
	Prepare 'employee sustainable travel information packs'
	Prepare site-specific walking and cycling maps
	Secure discounts on cycle purchase and/or repairs with local retailers
	Work with a range of local outdoor retailers to develop a Sustainable Staff Discount Pass
	Develop enhanced Bus Services
	Secure discounted bus fares in association with local bus operator
	Determine location and quantity of pool bikes and docking stations. Determine payment methodology
	Develop car parking management strategy
	Establish feasibility and location of car charging points (prior to occupation of a Development Zone)

Trigger/ Date	Task/ Measure
	Sustainable travel information website and Apps
Following Occupation of a Commercial Units	Undertake employee travel surveys within three months of Occupation, after initial travel patterns have stabilised
	Analyse employee travel surveys; agreement of appropriate measures; update Unit Specific Workplace Travel Plans as necessary; submit to the County Council for approval
	Set up annual Employer Travel Forum
	On-going promotion and marketing
	Trial public transport vouchers(one month)
	Organise and hold a Car sharing promotional event
	Organise and hold a Bike Week event
On the second anniversary of the submission of the Baseline Travel Survey and on subsequent biennial anniversaries	Repeat travel surveys every two years after baseline survey, review effectiveness of initiatives, results and targets and submit to the County Council. If insufficient progress is being made then introducing further toolkit measures will be considered, as advised by the Travel Plan Co-ordinator
Thereafter and on-going until Development completion	Carry out employee travel surveys, review progress against targets and agree a continued way forward
	Undertake final monitoring post Development completion – agree the way forward for the travel plan and continued monitoring with the County Council

- (b) To appoint a Travel Plan Co-ordinator to implement and oversee the Workplace Travel Plan Framework and Unit Specific Workplace Travel Plans prior to the Occupation of any Commercial Unit.
- (c) Not to Occupy or permit to be Occupied any Commercial Unit until it has appointed a Travel Plan Co-ordinator to implement and oversee the delivery of the Workplace Travel Plan Framework and shall thereafter retain the Travel Plan Co-ordinator for the duration of the construction period for the Development.
- (d) To submit a Unit Specific Workplace Travel Plan for the written approval of the County Council prior to the Occupation of the Commercial Unit to which the Unit Specific Workplace Travel Plan relates.

- (e) Not to Occupy or permit to be Occupied any Commercial Unit which requires a Unit Specific Workplace Travel Plan until the County Council have provided their written approval of a Unit Specific Workplace Travel Plan for that Commercial Unit.
- (f) To provide the Workplace Travel Plan Secured Amount to the County Council prior to Occupation of any Commercial Unit which the County Council shall be entitled to call upon in circumstances in which:
 - (1) the measures identified in the Workplace Travel Plan Framework or if applicable Unit Specific Workplace Travel Plan have not been implemented within the time period identified in the Workplace Travel Plan Framework or Unit Specific Workplace Travel Plan (whichever the case may be) for implementation;
 - (2) the party responsible for implementation and compliance with the Workplace Travel Plan Framework or Unit Specific Workplace Travel Plan (whichever the case may be) has been served a default notice ("**Default Notice**") by the County Council and have been given a reasonable period of time of not less than 28 days in which to rectify the matters identified in the Default Notice but have not done so to the County Council's reasonable satisfaction; and
 - (3) the County Council (acting reasonably) has determined that it must initiate the measures identified in the Default Notice in order to meet the aims and objectives of the Workplace Travel Plan Framework or Unit Specific Workplace Travel Plan (whichever the case may be);
 - (4) only the reasonable and proper costs of carrying out the requirements set out in the Default Notice may be drawn down from the Workplace Travel Plan Secured Amount together with any reasonable administrative charges incurred by the County Council.
- (g) In the event that the Development or any part thereof is let the Owner shall include in any tenant's lease or occupier's licence a covenant that the tenant or Occupier will implement the approved Workplace Travel Plan Framework and if applicable the Unit Specific Workplace Travel Plan in so far as it relates to their tenancy/occupancy and that reasonable endeavours will be used by the Owner to enforce such obligations against such tenant or occupier.
- (h) Within 20 Working Days of the letting of the Commercial Units within the Development or any part thereof (other than to the Parties) to procure the delivery to the County Council of a notice giving the following details:
 - (1) The name and address of the tenant;

- (2) A description of the extent of the demise forming the Development or part thereof;
 - (3) The length of the term; and
 - (4) A sufficient extract of the lease setting out the terms of the covenant described in paragraph 1.2(g) of this Schedule above.
- (i) To submit to the County Council an annual monitoring report produced by the Travel Plan Co-ordinator in relation to the Workplace Travel Plan Framework on the anniversary of the First Occupation of the first Commercial Unit and subsequent anniversaries.

Costs of Monitoring of Residential Travel Plan and Workplace Travel Plan Framework;

- (j) To pay to the County Council prior to Commencement of the Development the sum of Three Thousand pounds (£3,000) in respect of the costs to the County Council of approval of the Residential Travel Plan and the Workplace Travel Plan Framework.
- (k) On each occasion that a Unit Specific Workplace Travel Plan is required to pay to the County Council the sum of One thousand five hundred pounds (£1,500) in respect of the costs to the County Council of approval of the Unit Specific Workplace Travel Plan prior to the Occupation of the relevant Commercial Unit to which it relates.
- (l) To pay to the County Council prior to Occupation of the Development the sum of Thirty Thousand Pounds (£30,000) in respect of the costs to the County Council in monitoring the Residential Travel Plan the Workplace Travel Plan Framework and the Unit Specific Workplace Travel Plans.

1.3 Construction Traffic Management Plan

- (a) Prior to Commencement of Development to submit to the County Council for its approval a Construction Traffic Management Plan and to include provisions as to how the Construction Management Plan will be monitored and reviewed.
- (b) The Owner and/or the Developer will exercise control of the Site in accordance with the Construction Traffic Management Plan and will erect noticeboards and/or signs at all entrances to and exits from the Site containing details of the routes that all construction traffic vehicles entering or leaving the Site should adhere to.
- (c) The Owner and/or the Developer in any contract it enters into with any

contractor to transport material onto and/or from the Site in connection with the Development shall insert a provision which shall be binding on any such contractor that such contractor's construction traffic vehicles shall enter and leave the Site in accordance with the Construction Traffic Management Plan and that in the event that any contractor breaches this requirement the Owner shall immediately upon becoming aware of such breach issue a written warning to the contractor concerned and enforce the contractual obligation to adhere to the Construction Traffic Management Plan.

- (d) The Owner and/or the Developer shall not Commence Development unless and until the Construction Traffic Management Plan has been submitted to and approved by the County Council in writing.
- (e) The Owner and/or the Developer shall not knowingly cause or permit any construction traffic vehicle to enter or egress the Site in connection with the Development unless such construction traffic vehicle has entered or exited the Site in accordance with the requirements of the Construction Traffic Management Plan.

2. EXTRA CARE FACILITY

- 2.1 The Owner and/or the Developer shall not Occupy more than 1,000 Residential Units until it has agreed in writing with the County Council details of the precise location and size of the Extra Care Facility Land.
- 2.2 The Owner and/or the Developer shall from the date of the agreement made under paragraph 2.1 above make available to the County Council the Extra Care Facility Land for a period of 5 years.
- 2.3 If at any time during the said period of 5 years the County Council has:
 - (a) obtained planning permission or reserved matter approval for the construction of the Extra Care Facility;
 - (b) served notice upon the Owner and/or Developer that it intends to construct the Extra Care Facility;
 - (c) confirmed in writing that it has obtained the funding that is required to construct the Extra Care Facility; and
 - (d) indicated that it wishes to take a transfer of the Extra Care Facility Land for that purpose;

then the Owner and/or the Developer shall transfer the freehold interest in the Extra Care Facility Land to the County Council for £1 such transfer to be subject to:

- (a) a restrictive covenant that the County Council only use the Extra Care Facility Land for the purposes of providing the Extra Care Facility;
- (b) a covenant that if the County Council has not completed the construction of the Extra Care Facility on the Extra Care Facility Land within 5 years of the date of the transfer then the Extra Care Facility Land shall be transferred back to the Owner and/or the Developer for £1; and
- (c) all reasonably necessary rights for the benefit of the Extra Care Facility Land including the following:
 - (1) Access; and
 - (2) Services.

2.4 In the event that the Extra Care Facility Land is transferred by the Owner and/or the Developer to the County Council pursuant to paragraph 2.3 then:

- (a) The County Council shall not Commence Development of the Extra Care Facility unless and until it has submitted to the Council and the Owner and/or the Developer details of the funding arrangements for the construction of the Extra Care Facility to include:
 - (i) the number of Affordable Extra Care Units;
 - (ii) the number of private Extra Care Units required to deliver the Affordable Extra Care Units;
 - (iii) a financial viability appraisal of the Extra Care Facility demonstrating that the number of Extra Care Units in sub paragraph (ii) above are required as a minimum number necessary to cross subsidise the provision of the Affordable Extra Care Units within the Extra Care Facility; and
 - (iv) The County Council shall not commence the development of the Extra Care Facility until the Council and the Owner and/or the Developer have approved the financial viability assessment in sub paragraph (iii) above and thereafter the County Council shall not include any further Extra Care Units within the Extra Care Facility other than the amount approved in the viability assessment.
- (b) The requirement within paragraph 2.2 of Schedule 1 for the provision of thirty five per cent (35%) of the total number of Residential Units to be provided on the Site as Affordable Housing Units shall be reduced by a number equivalent to the number of Affordable Extra Care Units to be provided within the Extra

Care Facility; and the number of Extra Care Units needed to cross subsidise the provision of the Affordable Extra Care Units agreed by the Council and the Owner and/or Developer pursuant to paragraph 2.4(a) above.

(c) The Affordable Housing Strategy shall be amended to reflect the reduction in the total number of Residential Units to be provided as Affordable Housing Units on the Site overall agreed pursuant to paragraph 2.4(a) above.

2.5 In the event that the Extra Care Facility Land is required to be transferred back to the Owner and/or the Developer in accordance with clause 2.3(d)(b) the Affordable Housing Strategy shall be amended to reflect the increase in the total number of Residential Units to be provided as Affordable Housing Units as a consequence of the Extra Care Facility not being provided.

2.6 In the event that the County Council does not serve notice under clause 2.3 within the said period of 10 years then the Owner and/or Developer shall be at liberty to use and/or develop the Extra Care Facility Land for a purpose or purposes other than the Extra Care Facility, subject to the need to obtain planning permission for such development.

2.7 The owner of the Extra Care Facility shall pay the Service Charge for the Extra Care Units and the Affordable Extra Care Units to the Estate Management Company.

3. HIGHWAYS AND TRANSPORT

Highway Works

3.1 The Owner and/or the Developer shall not allow the trigger in the table appearing below at 3.2 of this Schedule 2 to this Deed to be exceeded before it has entered into an agreement under Section 38 and/or Section 278 Highways Act 1980 for the Highway Works appearing in the corresponding row of the first column of the table appearing at 3.2 below and carried out such works.

3.2 Highway Works Table

Works Description	Drawing	Trigger
Zone A site access	0364/GA/008	Prior to Occupation of Zone A (Maida)
New access from A325 to Pennefather's Road controlled crossing of A325 and A325 improvements	0364/GA/004 0364/GA/006 0364/GA/007	Prior to the earlier of Occupation of 200 Units at Zone B (Coruna) or any Occupation of Zone G (Pennefather's)
A331 on-slip Government Road	0364/GA/001 0364/GA/002	Prior to Occupation of 1325 Units on the Site

Works Description	Drawing	Trigger
corridor improvements and Ordnance Road corridor improvements	0364/GA/036 0364/GA/038	but the Owner and/or the Developer shall use reasonable endeavours to deliver the scheme at the earliest opportunity
Alison's Road improvements between A325 and Queen's Avenue (as shown numbered '1' on the drawing)	Figure 1 - Wellesley On-site Road Improvement Areas	Prior to Occupation of any Units at Zone I (School End) or Zone J (Browning)
Alison's Road improvements between A325 and Queen's Avenue and Alison's Road Roundabout (as shown numbered '2' on the drawing)	Figure 1 - Wellesley On-site Road Improvement Areas	Prior to Occupation of any Units at Zone L (Neighbourhood Centre) or Zone M (Buller)
Alison's Road improvements between Alison's Road roundabout and Clayton Barracks (as shown numbered '3' on the drawing)	Figure 1 - Wellesley On-site Road Improvement Areas	Prior to Occupation of Zone N (God's Acre) or Zone Q (Clayton)
Queen's Avenue improvements from Hospital Hill to Alison's Road including improvement of the Alison's Road/Queen's Avenue junction (as shown numbered '4' on the drawing)	Figure 1 - Wellesley On-site Road Improvement Areas	Prior to Occupation of 60% of Units at Zone B (Coruna) or Occupation of any Units at Zone I (School End) Zone H (Stanhope Lines West) or Zone K (Stanhope Lines East)
Improvement to A323/A331 junction	0364/SK/037	Prior to Occupation of 1325 Units on the Site
Improvements to St Alban's roundabout	0364/SK/055	Prior to Occupation of 250 Residential Units

Accessibility Works

- 3.3 The Owner and/or the Developer shall not allow the trigger in the table appearing below at 3.4 of this Schedule 2 to be exceeded before it has entered into an agreement under Section 38 and/or Section 278 Highways Act 1980 with the County Council for the Accessibility Works appearing in the corresponding row of the first column of the table appearing at 3.4 below and carried out such work

3.4 Accessibility Works Table

Accessibility Works Description	Drawing	Trigger to complete works
Foot/cycle improvements at Gun Hill including crossing improvements to the A323	0364/SK/032	Prior to Occupation of any Units at Zone C (CMH) Zone D (McGrigor) or Zone K (Stanhope Lines East)
Hospital Hill south improvements including improvements to the A323 Wellington Avenue/Hospital Hill/Princes Way junction	0364/GA/005	Prior to Occupation of 150 Units in Zone B (Coruna) or Occupation of any Units in either Zone G (Pennefather's) or Zone F (Knollys)
Footway/cycleway improvement scheme along A323 High Street/Ash Road towards Connaught School	0364/SK/033	Prior to Occupation of 250 Units on the Site
Footway/cycleway improvements north towards Queen's roundabout	0364/SK/039	Prior to Occupation of Zone B (Coruna) or Occupation of any Units at either Zone H (Stanhope Lines West) Zone I (School End) or Zone J (Browning/Canalside)
SANGS crossings	0364/SK/045	Prior to Occupation of any Units at Zone B (Coruna)
North Lane footway/cycleway works	0364/SK/034	Prior to Occupation of any Units at any of Zone N (God's Acre) Zone O (Mandora) Zone Q (Clayton) Zone R (ABRO) or Zone S (REME)
North Lane/A323 Ash Road footway/cycleway works	0364/SK/043/30	Prior to Occupation of any Units at any of Zone N (God's Acre) Zone O (Mandora) Zone Q (Clayton) Zone R (ABRO) or Zone S (REME)

- 3.5 The Owner and/or the Developer shall prior to Occupation of 50% of the Residential Units at Zone A (Maida) or Occupation of any Residential Units at Zone E (Gunhill) carry out the foot/cycle improvements to Middle Hill including the crossing improvements to the A323 as shown on drawing no. 036415K/041 and complete such improvements to completion certificate standard as approved by the County Council.
- 3.6 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 50% of the Residential Units at Zone A (Maida) or the Occupation of any Residential Units at Zone E (Gunhill), whichever is the earlier, until it has implemented the foot/cycle improvements referred to above in paragraph 3.5 above and secured arrangements in Perpetuity, to the reasonable satisfaction of the County Council and the Council for public access to and future maintenance of the aforementioned improvements.
- 3.7 In the event the Owner and/or the Developer has not secured such arrangements, to the reasonable satisfaction of the County Council and the Council, for public access to

and future maintenance of the improvements referred to in paragraph 3.5 above in Perpetuity by the relevant triggers in paragraph 3.6 above, the Owner agrees to offer all reasonable support and assistance to the County Council and the Council including but not limited to the funding of the cost of obtaining any necessary compulsory purchase orders to secure such rights of access and maintenance in respect of the aforesaid improvements.

Highways and Transport Contribution

3.8 The Owner and/or the Developer shall pay the Highways and Transport Contribution to the County Council in instalments as set out below

- (a) £50,000 prior to First Occupation (First Instalment);
- (b) £950,000 prior to Occupation of 1,500 Residential Units (Second Instalment);
and
- (c) £1,000,000 prior to Occupation of 3,000 Residential Units (Third Instalment).

3.9 The Owner and/or the Developer shall not permit Occupation of:

- (a) any part of the Development until the First Instalment has been paid to the County Council;
- (b) more than 1,500 Residential Units until the Second Instalment has been paid to the County Council; and
- (c) more than 3,000 Residential Units until the Third Instalment has been paid to the County Council.

Bus Services

3.10 The Owner and/or the Developer shall deliver a Bus Service for the benefit of the Site in accordance with the following principles:

- (a) Upon the Occupation of any Residential Unit in Zones N,O,Q,S for a minimum 3 year period, a 30 minute or better Bus Service will be provided between the Neighbourhood Centre Buildings and Aldershot Town Centre via Ordnance Road in accordance with a route and schedule agreed with the County Council unless variations are agreed in accordance with this paragraph 3.10.
- (b) The Owner and/or the Developer shall, in accordance with the terms of the Public Transport Strategy review:

- (i) the frequency of the service on an annual basis following its implementation to assess whether the Bus Service provision needs to be increased or decreased or altered in any other way and shall provide the County Council with written details of such review and any changes proposed as a result of this review shall not be implemented unless with the prior written approval of the County Council;
 - (ii) the operation of the Bus Service at the expiry of a 3 year period from its implementation in conjunction with the County Council and the parties shall act reasonably in deciding whether the continued operation of the Bus Service is necessary, serves a useful planning purpose, will meet the objectives in the Public Transport Strategy and is reasonably required by the County Council to continue to operate; and
 - (iii) in the event the parties agreed pursuant to paragraph 3.10 (b) (ii) that the Bus Service shall continue to operate the Owner and/or the Developer shall run the Bus Service with an annual review to decide with the County Council whether the Bus Service continues to meet the requirements of paragraph 3.10 (b) (ii). In the event the Bus Service fails to meet the criteria in paragraph 3.10 (b) (ii) then the Owner and/or the Developer shall no longer be required to operate the Bus Service.
- (c) Prior to Occupation of any Residential Unit in Zones N, O, Q or S the Owner and/or the Developer shall provide the County Council with the Bus Service Bond for an initial period of 3 years on such terms that in the event of the Bus Service referred to in paragraph 3.10 (a -b) above not being provided to the County Council's reasonable satisfaction the County Council shall be entitled to call upon the Bus Service Bond.
- (d) In the event the Owner and/or the Developer operates the Bus Service pursuant to paragraph 3.10 (b) (iii) then if reasonably requested to do so by the County Council the Owner and/or the Developer shall extend the Bus Service Bond referred to paragraph 3.10 (c) on an annual basis following the outcome of the annual review.
- (e) Upon the expiry of the 7 year period from the implementation of the Bus Service the Owner and/or the Developer may stop funding the Bus Service and the obligation in this paragraph 3.10 shall cease have effect.

School Bus Service

3.11 The Owner and/or the Developer shall provide the School Bus Service in accordance with the following provisions:

- (a) The Owner and/or the Developer shall monitor on an annual basis the number of pupils residing on the Site who enrol at Connaught School and shall provide the County Council with written evidence of the results of such monitoring.
- (b) When 20 or more pupils residing on the Site have enrolled at Connaught School the Owner and/or the Developer shall deliver the School Bus Service.
- (c) Upon the earlier of the commencement of the School Bus Service referred to in paragraph 3.11(b) or the Occupation of the 100th Residential Unit on the Site the Owner and/or the Developer shall provide the County Council with the School Bus Services Bond for a period of 5 years on such terms that in the event of the School Bus Service referred to in paragraph 3.11(b) above not being provided to the County Council's reasonable satisfaction the County Council shall be entitled to call upon the bond.
- (d) The Owner and/or the Developer shall review, in accordance with the terms of the Public Transport Strategy, the operation of the School Bus Service on an annual basis following its implementation to assess whether the School Bus Service provision needs to be increased or decreased or altered in any other way and shall provide the County Council with written details of such review and any changes proposed as a result of this review shall not be implemented unless with the prior written approval of the County Council.
- (e) Prior to the expiry of the School Bus Service Bond the Owner and/or the Developer shall review together with the County Council in accordance with the terms of the Public Transport Strategy the levels of Occupation on the Site, the number of pupils living on the site enrolled at Connaught school, the utilization of the School Bus Service and the revenue the School Bus Service is achieving. The County Council, the Owner and the Developer shall acting reasonably decide whether the School Bus Service serves a useful planning purpose and is necessary. If it concluded that the School Bus Service is necessary then the Owner and/or the Developer shall continue to run the School Bus Service for a further 5 year period and shall if reasonably requested by the County Council put in place the Second School Bus Service Bond for a five year period. The financial sum of the Second School Bus Service Bond shall be in the sum of the cost to run the School Bus Service for a 5 year period reduced by the amount of the revenue it is agreed in the review the School Bus Service is achieving on an annual basis.
- (f) Prior to the expiry of the Second School Bus Service Bond the Owner and/or the Developer shall review together with the County Council in accordance

with the terms of the Public Transport Strategy the levels of Occupation on the Site, the number of pupils living on the site enrolled at Connaught school, the utilization of the School Bus Service and the revenue the School Bus Service is achieving. The County Council, the Owner and/or the Developer shall acting reasonably decide whether the School Bus Service serves a useful planning purpose and is necessary. If it concluded that the School Bus Service is necessary then the Owner and/or the Developer shall continue to run the School Bus Service for a further 5 year period and shall if reasonably requested by the County Council put in place the Third School Bus Service Bond for a five year period. The financial sum of the Third School Bus Service Bond shall be in the sum of the cost to run the School Bus Service for a 5 year period reduced by the amount of the revenue it is agreed in the review the School Bus Service is achieving on an annual basis.

- 3.12 The Owner/Developer shall not be required to run the School Bus Service for more than a 15 year period in total and the obligations in this paragraph 3.11 shall cease to have effect.

Bus Stop Infrastructure

- 3.13 Prior to the submission of a Reserved Matters Application the Owner and/or the Developer will identify Bus Stop Infrastructure that is required for that Reserved Matters Application Area and agree in writing with the County Council how it will deliver such Bus Stop Infrastructure for that part of the Development.

4. EDUCATION

Western Primary School

- 4.1 Following the Commencement of Development the Owner and/or the Developer shall transfer the freehold interest in the Western Primary School Land in substantially the form of the transfer attached as Schedule 19 to the County Council for £1 subject to a restrictive covenant that the County Council only use the Western Primary School Land for the purposes of providing the Western Primary School together with the following rights:

- (a) Access; and
- (b) Services;

on the earlier of:

- (i) First Occupation of the 75th Residential Unit; or
- (ii) 1 March 2015.

- 4.2 The Owner and/or the Developer shall not allow Occupation of more than 75 Residential Units unless it has transferred the freehold interest in the Western Primary School Land to the County Council in substantially the form of the transfer attached as Schedule 19.
- 4.3 The Owner and/or the Developer shall prior to the date referred to in paragraph 4.1 above agree with the County Council a Land Registry compliant plan showing the precise location, size and boundaries of the Western Primary School Land;
- 4.4 The Developer and/or the Owner shall procure that prior to the transfer of the Western Primary School Land that the Western Primary School Land is a cleared site free from contamination, existing buildings and associated redundant foundations and services and that the Western Primary School Land is suitable for the construction of a primary school and use as a primary school.
- 4.5 The Developer and/or the Owner shall implement and complete any environmental contamination, archaeological, topographical, arboricultural and ecological remediation scheme reasonably required by the County Council (as a consequence of any environmental site assessments instructed or commissioned by the County Council or as a result of the Council monitoring the mitigation and remediation measures required by the environmental impact assessment carried out in connection with the Hybrid Application) in respect of the Western Primary School Land and any parts of the Site immediately adjacent to the Western Primary School Land reasonably required by the County Council to the reasonable satisfaction of the County Council.
- 4.6 The Developer and/or the Owner shall be responsible for procuring the removal of any unexploded ordnance at the Western Primary School Land or shall provide within the transfer of the Western Primary School Land that it will remain responsible for the costs of procuring such removal post transfer to the County Council together with any reasonable costs incurred by the County Council in providing temporary accommodation, if necessary, should the removal of such ordnance take longer than 24 hours and any reasonable costs associated with the extension of construction of the Western Primary School.
- 4.7 The Developer and/or the Owner shall enclose the Western Primary School Land with a 2m high heras hoarding to a specification agreed with the County Council prior to transfer of the Western Primary School Land.
- 4.8 The Owner and/or the Developer shall pay the Western Primary School Contribution to the County Council in accordance with the following instalments:
- (a) the sum of £450,000 prior to First Occupation;
 - (b) the sum of £1,885,000 prior to the Occupation of 50 Residential Units;

- (c) the sum of £1,885,000 prior to the Occupation of 100 Residential Units;
- (d) the sum of £1,880,000 prior to the Occupation of 150 Residential Units;
- (e) the sum of £280,000 prior to the Occupation of 900 Residential Units;
- (f) the sum of £720,000 prior to the Occupation of 1,000 Residential Units;
- (g) the sum of £680,000 prior to the Occupation of 1,050 Residential Units;
- (h) the sum of £680,000 prior to the Occupation of 1,100 Residential Units;
- (i) the sum of £524,000 prior to the Occupation of 1,150 Residential Units; and
- (j) the sum of £166,000 prior to the Occupation of 1,200 Residential Units.

4.9 The Owner and/or the Developer shall not Occupy or permit to be Occupied:

- (a) any Residential Unit until the sum of £450,000 has been paid to the County Council;
- (b) more than 50 Residential Units until the sum of £1,885,000 has been paid to the County Council;
- (c) more than 100 Residential Units until the sum of £1,885,000 has been paid to the County Council;
- (d) more than 150 Residential Units until the sum of £1,880,000 has been paid to the County Council;
- (e) more than 900 Residential Units until the sum of £280,000 has been paid to the County Council;
- (f) more than 1,000 Residential Units until the sum of £720,000 has been paid to the County Council;
- (g) more than 1,050 Residential Units until the sum of £680,000 has been paid to the County Council;
- (h) more than 1,100 Residential Units until the sum of £680,000 has been paid to the County Council;
- (i) more than 1,150 Residential Units until the sum of £524,000 has been paid to the County Council; and

- (j) more than 1,200 Residential Units until the sum of £166,000 has been paid to the County Council.

Eastern Primary School

- 4.10 Prior to the Occupation of the 1700th Residential Unit the Owner and/or the Developer shall transfer the freehold interest in the Eastern Primary School Land in substantially the form of the transfer attached as Schedule 19 to the County Council for £1 subject to a restrictive covenant that the County Council only use the Eastern Primary School Land for the purposes of providing the Eastern Primary School together with the following rights:
 - (a) Access; and
 - (b) Services.
- 4.11 The Owner and/or the Developer shall not Occupy more than 1700 Residential Units within the Development (unless otherwise agreed with the Council and the County Council) until the freehold interest in the Eastern Primary School Land has been transferred to the County Council in substantially the form of the transfer attached as Schedule 19.
- 4.12 The Owner and/or the Developer shall prior to the date referred to in paragraph 4.10 above agree with the County Council a Land Registry compliant plan showing the precise location, size and boundaries of the Eastern Primary School Land.
- 4.13 The Developer and/or the Owner shall procure that prior to the transfer of the Eastern Primary School Land that the Eastern Primary School Land is a cleared site free from contamination, existing buildings and associated redundant foundations and services and that the Eastern Primary School Land is suitable for the construction of a primary school and use as a primary school.
- 4.14 The Developer and/or the Owner shall implement and complete any environmental contamination, archaeological, topographical, arboricultural and ecological remediation scheme reasonably required by the County Council (as a consequence of any environmental site assessments instructed or commissioned by the County Council or as a result of the Council monitoring the mitigation and remediation measures required by the environmental impact assessment carried out in connection with the Hybrid Application) in respect of the Eastern Primary School Land and any parts of the Site immediately adjacent to the Eastern Primary School Land reasonably required by the County Council to the reasonable satisfaction of the County Council.
- 4.15 The Developer and/or the Owner shall be responsible for procuring the removal of any unexploded ordnance at the Eastern Primary School Land or shall provide within the transfer of the Eastern Primary School Land that it will remain responsible for the

costs of procuring such removal post transfer to the County Council together with any reasonable costs incurred by the County Council in providing temporary accommodation, if necessary, should the removal of such ordnance take longer than 24 hours and any reasonable costs associated with the extension of construction of the Eastern Primary School.

- 4.16 The Developer and/or the Owner shall enclose the Eastern Primary School Land with a 2m high heras hoarding to a specification agreed with the County Council prior to transfer of the Eastern Primary School Land.
- 4.17 The Owner and/or the Developer shall pay the Eastern Primary School Contribution to the County Council in the following instalments:
- (a) the sum of £600,000 in respect of the design fees for the Eastern Primary School prior to the Occupation of 1,600 Residential Units;
 - (b) the sum of £2 million prior to the Occupation of 1,750 Residential Units;
 - (c) the sum of £2 million prior to the Occupation of 1,850 Residential Units; and
 - (d) the sum of £1.5 million prior to the Occupation of 1,950 Residential Units.
- 4.18 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than:
- (a) 1,600 Residential Units until the sum of £600,000 in respect of the design fees for the Eastern Primary School has been paid to the County Council;
 - (b) 1,750 Residential Units until the sum of £2 million has been paid to the County Council;
 - (c) 1,850 Residential Units until the sum of £2 million has been paid to the County Council; and
 - (d) 1,950 Residential Units until the sum of £1.5 million has been paid to the County Council.

Secondary School Contribution

- 4.19 The Owner and/or the Developer shall pay the Secondary School Contribution to the County Council in the following instalments:
- (a) the sum of £2 million prior to the Occupation of 1,000 Residential Units;
 - (b) the sum of £2.25 million prior to the Occupation of 1,500 Residential Units;

- (c) the sum of £2.25 million prior to the Occupation of 2,000 Residential Units;
- (d) the sum of £2.5 million prior to the Occupation of 2,500 Residential Units;
- (e) the sum of £2.75 million prior to the Occupation of 3,000 Residential Units.

4.20 The Owner and/or the Developer shall not Occupy or permit to be Occupied:

- (a) more than 1,000 Residential Units until the sum of £2 million is paid to the County Council;
- (b) more than 1,500 Residential Units until the sum of £2.25 million is paid to the County Council;
- (c) more than 2,000 Residential Units until the sum of £2.25 million is paid to the County Council;
- (d) more than 2,500 Residential Units until the sum of £2.5 million is paid to the County Council;
- (e) more than 3,000 Residential Units until the sum of £2.75 million is paid to the County Council.

5. DAY CARE AND PRE SCHOOL FACILITIES

- 5.1 The Owner and/or the Developer shall prior to the Commencement of Development within the Neighbourhood Centre Development Zone identify a building or a site for a new build for a Day Care and Pre School Building within that Development Zone and shall include such details in the Design Code 3 Document for the Neighbourhood Centre Development Zone for approval by the Council and the County Council.
- 5.2 The Owner and/or the Developer shall not Occupy or permit to be Occupied more than 1,000 Residential Units within the Development unless and until a Day Care and Pre-School Building has been made available within the Neighbourhood Centre Development Zone on the site approved by the Council and County Council pursuant to paragraph 5.1 above.
- 5.3 Subject to paragraph 5.8 the Owner and/or the Developer shall thereafter for a period of ten (10) years maintain the Day Care and Pre-School Building within the Neighbourhood Centre Development Zone in a clean and tidy condition and safeguarded for the provision of the Day Care and Pre-School Services unless agreed otherwise with the County Council.

- 5.4 The Owner and/or the Developer shall prior to the Commencement of Development within the Mandora Development Zone identify a building or a site for a new build for a Day Care and Pre School Building within that Development Zone and shall include such details in the Design Code 3 Document for the Mandora Development Zone for approval by the Council and the County Council.
- 5.5 The Owner and/or the Developer shall not Occupy or permit to be Occupied any Residential Unit within the Mandora Development Zone unless and until a Day Care and Pre-School Building has been made available within the Mandora Development Zone on the site approved by the Council and the County Council pursuant to paragraph 5.4 above.
- 5.6 Subject to paragraph 5.8, the Owner and/or the Developer shall thereafter for a period of ten (10) years maintain the Day Care and Pre-School Building within the Mandora Zone in a clean and tidy condition and safeguarded for the provision of the Day Care and Pre-School Services unless agreed otherwise with the County Council.
- 5.7 The Owner and/or the Developer shall use Reasonable Endeavours to agree commercial terms with a Day Care and Pre School Provider for
- (a) the transfer of the Day Care and Pre-School Building within the Neighbourhood Centre Development Zone within a 10 year period from the Occupation of the 1,000th Residential Unit;
 - (b) the transfer of the Day Care and Pre School Building within the Mandora Development Zone within a 10 year period from the First Occupation of a Residential Unit within the Mandora Zone; and
 - (c) on agreement of such commercial terms shall transfer an interest in the Day Care and Pre-School Buildings within the Neighbourhood Centre Development Zone and the Mandora Development Zone to the Day Care and Pre-School Provider for the provision of the Day Care and Pre-School Services subject to the transfer containing a restrictive covenant by the transferee not to use or permit any other use of the Day Care and Pre School Buildings than for Day Care and Pre-School Services.
- 5.8 In the event that no transfer of the Day Care and Pre School Buildings is effected within the ten (10) year period specified in paragraph 5.7 above unless otherwise agreed with the Council then the obligations of paragraphs 5.1 to 5.8 of this Schedule shall cease to apply.

6. HOUSEHOLD WASTE

Household Waste Recycling Centre and Household Waste Recycling Centre Contribution

6.1 Within 5 Working Days of the Developer being granted access by the Owner to the Household Waste Recycling Centre Land for the purposes of decontamination and site clearance the Developer shall serve written notice of the date of such access on the County Council.

6.2 Upon the earlier of the Occupation of 675 Residential Units comprised within the Development or the date 6 months after which the Developer has served written notice of the date of access upon the County Council pursuant to paragraph 6.1 above the Owner shall transfer the freehold of the Household Waste Recycling Centre Land to the County Council or its nominee in the condition detailed in clause 6.4 below and in substantially the form of transfer set out at Schedule 17 subject to a covenant that if the County Council has not:

- (a) Commenced development of the Household Waste Recycling Centre within 12 months following the date of transfer of the Household Waste Recycling Centre Land; or
- (b) Completed the development of the Household Waste Recycling Centre to the County Council to the extent that it is ready for Occupation within 36 months following the date of transfer of the Household Waste Recycling Centre Land;

then the Household Waste Recycling Centre Land will be transferred back to the Owner for £1 with vacant possession and free from any charge any public or third party rights or other encumbrances other than those that exist at the date of this Deed.

6.3 The Developer shall not Occupy more than 675 Residential Units comprised within the Development until the freehold of the Household Waste Recycling Centre Land has been transferred to the County Council or its nominee in the condition detailed in clause 6.4 below and in the form of transfer set out at Schedule 17.

6.4 The Household Waste Recycling Centre Land to be provided shall be:

- (a) as shown on the Site Layout Plan;
- (b) suitable for use as an Household Waste Recycling Centre and capable of attaining a permit from the Environment Agency for this purpose;
- (c) with the benefit of Services (and for the avoidance of doubt the sewer system serving the Household Waste Recycling Centre Land shall have sufficient capacity to accommodate the later connection of foul and surface water flows

from that part of the Development still to be connected to foul and service water drains);

- (d) with the benefit of Access (which for the avoidance of doubt shall include direct access from an adopted highway);
- (e) a cleared site;
- (f) a site on which any facilities can be built or laid out without any adverse effect from any listed building ecological feature or other material planning consideration;
- (g) a site in respect of which any archaeological work required and approved by the County Council in accordance with the provisions of this deed has been implemented and completed;
- (h) compliant with mitigation measures and recommendations details in the Environmental Statement which shall have been implemented and completed to the satisfaction of the County Council;
- (i) free from any public or third party rights or other encumbrances other than those that exist at the date of this Deed and have been notified by the Owner and/or the Developer to the County Council in writing or as detailed in the form of transfer contained within Schedule 17; and
- (j) the site shall not be transferred otherwise than with vacant possession on completion for nil consideration and as detailed in substantially the form of transfer contained within Schedule 17 and the Owner and/or Developer shall procure that any charge over the site is released and will take all necessary steps to enable the County Council or any nominee to be registered with an absolute freehold title at Land Registry free from encumbrances other than as detailed in the form of transfer contained within Schedule 17.

6.5 In the event that the Household Waste Recycling Centre Land is required to be transferred back to the Developer in accordance with paragraph 6.2 above the restrictions in paragraph 6.3 above shall cease to apply.

6.6 The Owner and/or the Developer shall pay the Household Waste Recycling Centre Contribution to the County Council in the following instalments:

- (a) one third on the date of transfer of the Household Waste Recycling Centre Land to the County Council;
- (b) one third upon letting of the contract for construction of the Household Waste Recycling Centre; and

- (c) one third six months following the date of Commencement of Development of the Household Waste Recycling Centre.

7. BUSINESS START UP/ENTERPRISE FACILITY

- 7.1 The Owner and/or the Developer shall prior to the submission of a Design Code 3 Document for ABRO Development Zone make available to the County Council an area of land for the delivery of a business start up/enterprise facility of 2,500 square metres and shall serve notice on the County Council confirming such land is available.
- 7.2 In the event the County Council or any person, company, entity, nominated by them wish to proceed with the business start up/enterprise facility the County Council shall serve notice on the Owner and/or the Developer within 90 days of receipt of the notice from the Owner and/or the Developer pursuant to paragraph 7.1 above accepting such provision and requiring the grant of a leasehold interest of such land on such terms to be agreed between the Owner and/or the Developer and the County Council or its nominee.
- 7.3 In the event the County Council or any person, company, entity nominated by them do not wish to accept the provision of the business start up/enterprise facility they shall within 90 days of receipt of the notice from the Owner and/or the Developer pursuant to paragraph 7.1 above serve notice on the Owner and/or the Developer rejecting such provision in which case the obligations contained in this paragraph 7 shall cease to apply.

SCHEDULE 3

The Council's Covenants with the Owner and the Developer

1. The Council shall use the Contributions received from the Owner and/or the Developer for the purposes specified within the respective definition.
2. The Council shall provide to the Owner and/or the Developer such evidence as the Owner and/or the Developer may reasonably require by way of evidence of expenditure of the Contributions from the Owner and/or the Developer.
3. At the written request of the Owner and/or the Developer the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
4. In the event that the whole or any part of the Contributions which the Council receives from the Owner and/or the Developer (including any interest earned thereon) has not been spent or committed to expenditure within 10 years after the date on which the Contributions were paid, the Council shall on written request by the Owner and/or the Developer immediately return such unexpended sum to the Owner and/or the Developer.
5. From the date of transfer of the Sports Pitches Land from the Owner and/or Developer to the Council and receipt of the Sports Pitches Land Contribution from the Owner and/or Developer pursuant to paragraph 6 of Schedule 1 the Council shall upgrade the Sports Pitches car park and maintain the Sports Pitches Land in Perpetuity.
6. On receipt of the sum of £855,000 from the Owner and/or Developer pursuant to paragraph 6.3(b) of Schedule 1 the Council will use all reasonable endeavours to construct the Sports Pavilion within 5 years of receipt of the aforesaid sum and thereafter shall maintain in Perpetuity the Sports Pavilion.
7. Within 6 months of the Council receiving the payment for the Public Realm Highway Works from the Owner and/or the Developer in accordance with paragraph 16 of Schedule 1, the Council shall enter into an agreement with the County Council under section 278 Highways Act 1980 (or such other agreement or arrangement to be agreed with the County Council) and shall carry out the Public Realm Highway Works in accordance with the timescales contained within such agreement or arrangement with the County Council.

SCHEDULE 4

The County Council's Covenants with the Owner and the Developer

1. The County Council shall use the Contributions received from the Owner and/or the Developer for the purposes specified within the respective definition.
2. The County Council shall provide to the Owner and/or the Developer such evidence as the Owner and/or the Developer may reasonably require by way of evidence of expenditure of the Contributions from the Developer.
3. At the written request of the Owner and/or the Developer the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
4. In the event that the whole or any part of the Contributions which the County Council receives from the Owner and/or the Developer (including any interest earned thereon) has not been spent or committed to expenditure within 10 years after the date on which the Contributions were paid the County Council shall on written request by the Owner and/or the Developer immediately return such unexpended sum to the Owner and/or the Developer.
5. Following Occupation of the final Residential Unit upon the Site the County Council shall three months after such final Occupation return to the Owner and/or the Developer any unspent portion of the Residential Travel Plan Secured Amount together with any interest accrued thereon.
6. Following the Occupation of the final Commercial Unit upon the Site the County Council shall three months after such final Occupation return to the Owner and/or Developer any unspent portion of the Workplace Travel Plan Secured Amount together with any interest accrued thereon.
7. The County Council shall in designing the Eastern Primary School and the Western Primary School comply with the Design Code 3 Document for the Development Zone in which the relevant building sits. In the event that the Design Code 3 Document is not approved for the relevant Development Zone at the time when the land is transferred to the County Council or the date by which the County Council needs to commence designing the relevant building then the County Council shall not commence the design of the relevant building until it has agreed a brief for the design with the Owner and/or the Developer and the Council and once approved the County Council shall only design the building in accordance with the approved design brief.
8. The County Council shall in designing the Household Waste Recycling Centre and the Extra Care Facility have regard to the general principles of high quality design for the Development and in designing the Extra Care Facility shall produce a design that

maximises the efficient use of land.

9. The County Council shall provide the Council and the Owner and/or the Developer with the draft design for any of the Western Primary School, the Eastern Primary School, the Household Waste Recycling Centre and the Extra Care Facility prior to making any application for approval of the building either through a Reserved Matters Application or a new planning application or an application under Regulation 3 of the Town and Country Planning General Regulations 1992.
10. The County Council shall not make any application referred to in paragraph 9 above until it has received in writing an in principle approval to the design of the relevant building from the Council, the Owner and/or the Developer. In the event that the Council, the Owner or the Developer is unhappy with any aspect of the design of the relevant building and the County Council is notified in writing within 14 Working Days of the County Council sending the relevant design documents to the Council, the Owner and the Developer, then the County Council shall revise the design of the relevant building to accommodate the reasonable requirements of either the Council, the Owner or the Developer and shall re-submit a draft design to the parties for approval pursuant to this paragraph. This process will continue and no application shall be made unless and until the County Council have received an in principle approval to the design of the relevant building from the Owner, the Council and the Developer.
11. The County Council shall use all reasonable endeavours to complete any transfer offered to it by the Developer or Owner pursuant to this Deed within 21 days of receipt of the draft transfer.
12. Following completion of the transfer of the Western Primary School Land the County Council shall use all reasonable endeavours to build the Western Primary School and have the school ready for use in the academic year commencing in the September which is closest to the 18 month anniversary of the transfer.
13. Following completion of the transfer of the Eastern Primary School Land the County Council shall use all reasonable endeavours to build the Eastern Primary School and have the school ready for use in the academic year commencing in the September which is closest to the 18 month anniversary of the transfer.
14. In the event the County Council calls upon the Bus Service Bond as outlined in paragraph 3.10 of Schedule 2 it shall only be permitted to expend the funding on measures which in the County Council's reasonable discretion provide improved bus service access to the Site.
15. If the County Council calls upon the School Bus Service Bond it shall use the School Bus Services Bond for the purposes of improving public transport access between the Site and Connaught School.

SCHEDULE 5

Draft Hybrid Planning Permission

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Notice of Decision: Reference Number 12/00958/OUT

To: Grainger (Aldershot) Ltd And Secretary Of State For Defence
c/o Mr Jonathan Steele
Savills
2 Charlotte Place
Southampton
Hampshire
SO14 OTB

In pursuance of their powers under the above-mentioned Act the Council, as the Local Planning Authority, hereby **GRANT** permission for

OUTLINE: Planning application for the development of up to 3,850 no. dwellings including access, demolition of buildings, a local neighbourhood centre (including retail, office and community uses), small scale employment, two primary schools, a waste facility, day care provision, associated amenity space, pavilion, green infrastructure, Sustainable Drainage Systems, together with landscape structure planting and the provision of Suitable Alternative Natural Greenspace (SANG) (Matters for Approval Access Only) to include FULL approval of details for Maida Zone - Phase 1 comprising 228 dwellings, demolition of buildings, internal roads, garages, driveways, pathways, boundary treatment, pedestrian/cycleways, substation, associated parking spaces, Sustainable Drainage Systems, associated amenity space, hard and soft landscape works and full details of engineering operations associated with infrastructure requirements and service provision for this phase, on Land at the Ministry of Defence's former Aldershot Garrison known as: Wellesley, Aldershot Urban Extension, centred on Queen's Avenue and Alisons Road, Aldershot, Hampshire.

in accordance with your application which was registered on 15th January 2013 and the plans submitted therewith, subject also to the following conditions:-

- 1 The first application for approval of reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission. All subsequent reserved matters shall be submitted no later than 25 years from the date of this permission.

Reason - To comply with the provisions of section 92(2) of the Town and Country Planning Act 1990.

Keith Holland
Head of Planning

Date
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N.B. Please read the Notification at the end of the Notice

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- 2 The development hereby permitted shall be begun before the expiry of three years from the date of this permission.

Reason - As required by Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 3 Reserved Matters - Development Zones

With the exception of the residential element of Development Zone A, in respect of each Development Zone the following shall be submitted to and approved in writing by the local planning authority prior to any other reserved matters submission in respect of that Zone:

- 1) a Design Code 3 Document (covering, where applicable: detailed design principles, compliance schedule showing how it meets the principles of the approved scheme and documents, adoption strategy, delivery strategy, energy statement, infrastructure, retention or relocation, security and maintenance of heritage assets, open spaces and landscaping); and
- 2) an Arboricultural Method Statement (including a compliance schedule showing how it meets the principles of the Environmental Statement),

The development shall be carried out in accordance with the approved Design Code Document and Method Statement.*

Reason - To ensure a satisfactory and coherent design approach in the context of the development master plan.

- 4 Reserved Matters - Other Reserved Matters Applications (RMAs)

With the exception of the residential element of Development Zone A, an application for approval of the following other reserved matters shall be submitted to and approved in writing by the local planning authority before commencement of the development the subject of that application, and the development shall be carried out in accordance with the details so approved:

- 1) Scale and external appearance;
- 2) Landscaping (hard and soft);
- 3) Ecology;
- 4) Remediation;
- 5) Air quality (if required);
- 6) Heritage Trail Details;
- 7) Infrastructure and Drainage;
- 8) Trees;
- 9) Levels;
- 10) Construction Environmental Management Plan;
- 11) Construction Traffic Management Plan;
- 12) Statement of Compliance with Design Code 3;

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- 13) The layout of the development, including the positions and widths of roads and footpaths;
- 14) Landscaping, including a landscaping design showing the planting proposed to be undertaken, the means of forming enclosures, the materials to be used for paved and hard surfaces and the finished levels in relation to existing levels;
- 15) The design and external appearance of all buildings, plant and tanks, including details of the colour and texture of external materials to be used, together with samples of all external facing and roofing materials;
- 16) The layout of foul sewers and surface water drains;
- 17) The measures to be taken to protect adjacent areas from excessive noise;
- 18) Measures to protect the occupiers of residential property from external noise;
- 19) The provision to be made for street lighting including measures to prevent spillage and light pollution;
- 20) The provision to be made for the storage and removal of refuse from the premises;
- 21) Archaeological watching brief.

Each of the agreed reserved matters shall be implemented in accordance with the approved details before any part of the development featured in the relevant reserved matters application is occupied, unless otherwise first agreed in writing by the Local Planning Authority. *

Reason - As required by Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 5 With the exception of the residential element of Development Zone A, unless agreed in writing by the Local Planning Authority, the permission hereby granted shall be carried out in accordance with the following approved drawings and documents:-

- 1) Design & Access Statement;
- 2) Design Code 1: General Design Principles;
- 3) Design Code 2: Definitions & Technical Specification;
- 4) Conservation Plan and Heritage Strategy;
- 5) Energy Strategy: Site Wide;
- 6) Sustainability Strategy: Site Wide;
- 7) Utilities Strategy: Site Wide, including clarification submissions dated May 2013 and 18th November 2013;
- 8) Neighbourhood Centre Document;
- 9) Strategy for the Delivery of SANGS;
- 10) HPA1 Site Red Line Boundary;
- 11) PP1 Land Use;

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- 12) PP2 Demolition;
- 13) PP3 Monuments/Memorials;
- 14) PP4 Maximum Heights;
- 15) PP5 Tree Retention;
- 16) PP6 Ground Levels;
- 17) PP7 Road Hierarchy;

Reason - To ensure the development is implemented in accordance with the permission granted.

- 6 No residential unit within the development shall be occupied until the areas identified on approved plan PP1 as SANGS have been made accessible to the public [with the exception of the area to the south of Development Zone Q (Clayton) known as 'Ski Slope Woods' and that to the south of Zone O (Mandora) known as 'Peaked Hill'].

Reason - To ensure that satisfactory mitigation is in place to prevent significant impact on the Thames Basin Heath Special Protection Area (SPA)

- 7 No work (except all necessary survey work) in connection with the provision any of the Sustainable Alternative Natural Greenspace ("SANG") identified on plan No. PP1 shall commence unless and until an Ecological Management Plan ("EMP") has been submitted to and approved by the local planning authority in relation to the SANG area in respect of which the work is proposed. Such EMP shall set out and provide a programme for delivery of a scheme of ecological improvement works to create and maintain the SANG including the habitat improvement measures listed in the Strategy for the delivery of Sustainable Alternative Natural Greenspace dated December 2012 submitted with the Application hereby approved (the "Strategy") provided always that any such EMP may be updated, revised or replaced from time to time with the approval of the local planning authority. *

Reason - To ensure that satisfactory mitigation is in place to prevent significant impact on the Thames Basin Heath Special Protection Area (SPA)

- 8 The land identified in the Strategy and shown on plan PP1 shall be laid out and thereafter retained in perpetuity as SANG in accordance with the Strategy and approved Ecological Management Plan such that:

- i) No residential dwelling shall be occupied unless and until the following items have been provided in accordance with the Strategy to the reasonable satisfaction of the local planning authority:
 - a) a temporary means of access to the Rushmoor Bottom SANG from Knolly's Road;
 - b) the walking routes within the Rushmoor Bottom SANG [identified on figure [15] of the Strategy];

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- ii) No more than 700 dwellings within the development shall be occupied unless and until ecological improvement works have been completed in accordance with an approved EMP (for that particular SANG area), and the following items have been provided in relation to the Rushmoor Bottom, Basingstoke Canal Loop 1, Basingstoke Canal Loop 2 and Camp Farm Lake SANG areas:
 - a) footpaths;
 - b) way markers and signposts;
 - c) interpretation boards;
 - d) seating and benches;
 - e) dog bins;
 - f) new and replacement fencing;
 - g) car parks in the locations identified as SCP1, SCP2, SCP3 and SCP4 on figure 15 of the Strategy.
 - h) pedestrian access points in the location identified as P1,P2, P3, P6, P7, P8, P9, P10 and P11 on figure 15 of the Strategy;
 - i) the off-site works listed in table 8 and identified on figure 15 of the Strategy; and
 - j) the environmental improvements (EIA1 and EIA2) within the Camp Farm Lake SANG listed in table 5 and identified on figure [15] of the Strategy.

- iii) No dwelling within Development Zone C (CMH) shall be occupied unless and until footpaths and signage have been provided within the Peaked Hill SANG in accordance with the Strategy.

- iv) No more than 50% of the dwellings within Development Zone C (CMH) shall be occupied unless and until the scheme of ecological improvement works has been completed in accordance with an approved EMP (for that particular SANG area), the existing fencing has been removed and the following items have been provided in relation to the Peaked Hill SANG in accordance with the Strategy to the reasonable satisfaction of the local planning authority:
 - a) footpaths;
 - b) way markers and signposts;
 - c) interpretation boards;
 - d) seating and benches;
 - e) dog bins;
 - f) pedestrian access points in the locations identified as P18,P19, P20 and P21 on figure [15] of the Strategy; and
 - g) rebuilt steps to the west of pedestrian access point P20.

- v) No dwelling within Development Zone N (God's Acre) shall be occupied unless and until footpaths and signage have been provided in the Ski Slope Woods SANG in accordance with the Strategy to the reasonable satisfaction of the local planning authority;

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- vi) No more than 50% of the dwellings in Development Zone N (God's Acre) shall be occupied unless and until the scheme of ecological improvement works has been completed in accordance with an approved EMP (for that particular SANG area), and the following items have been provided in relation to the Ski Slopes Wood SANG in accordance with the Strategy to the reasonable satisfaction of the local planning authority:
- a) footpaths;
 - b) way markers and signposts;
 - c) interpretation boards;
 - d) seating and benches;
 - e) dog bins;
 - f) pedestrian access points in the locations identified as P12, P13, P14, P15, P16 and P17 on figure [15] of the Strategy;
 - g) the environmental improvements (EIA3) listed in table 6 and identified on figure 15 of the Strategy.

Reason - To ensure that satisfactory mitigation is in place to prevent significant impact on the Thames Basin Heath Special Protection Area (SPA).

- 9 The maximum amount of Class A floorspace in the Neighbourhood Centre (Development Zone L) shall not exceed 3570 sqm gross.

Reason - To prevent adverse consequential impact on the retail function of existing town centres.

- 10 The floorspace of the proposed food store in the Neighbourhood Centre (Development Zone L) shall not exceed 1400 sqm gross.

Reason - To prevent adverse consequential impact on the retail function of existing town centres.

- 11 Unless otherwise agreed by the Local Planning Authority, no more than 700 dwellings within the development shall be occupied until improvements to the Basingstoke Canal towpath in areas associated with the SANGs shall be carried out in accordance with details to be first submitted to and approved in writing by the Local Planning Authority in consultation with the Basingstoke Canal Authority.*

Reason - To ensure satisfactory integration between the proposed development and the canal environment and to protect the character and appearance of the Basingstoke Canal Conservation Area

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- 12 With the exception of any trees specifically shown on the approved plans to be felled, or as may be otherwise agreed in writing by the Local Planning Authority, no tree, or hedge within the application site shall be lopped, topped, felled, destroyed or damaged.

Reason - To preserve the amenity value of the trees.

- 13 Development shall not commence on any reserved matters area (excluding Phase 1 Maida) until a detailed surface water drainage scheme for that reserved matter area, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, consistent with the Site-wide Drainage Strategy which comprises
- Email from David Howley received 26/11/13 11:37am;
 - Clarification note 25 November 2013;
 - Submission dated 18th November 2013 as amended 22/11/13 (received 10:45am);
 - The Flood Risk Assessment (Dec 2012);
 - Clarifications on Flood Risk Assessment (May 2013),
- has been submitted to and approved in writing by the local planning authority. Before development within each reserved matters area commences the relevant scheme must be implemented in accordance with the approved details. The scheme shall include:
- Calculations of:
 - a) the existing surface water discharge rates and volumes for the 1 in 1, 1 in 30 and 1 in 100 storm events; and
 - b) the proposed surface water discharge rates and volumes 1 in 1, 1 in 30, 1 in 100 plus climate change storm events.These calculations must clearly demonstrate how proposed runoff rates will be reduced below the existing runoff rates and how proposed discharged volumes will not be increased.
 - Detailed plans of the existing and proposed drainage scheme layout with pipe numbers labelled to allow the correlation between the plan and runoff calculations to be identified;
 - A demonstration of how the detailed drainage strategy for this reserved matters area is in accordance with the designs and calculations of the Site-wide Drainage Strategy;
 - Details of infiltration test results carried out in accordance with BRE 365;
 - A demonstration that any strategic infrastructure drainage identified in the Site-wide Drainage Strategy for which this reserved matters area is reliant on is fully functioning before development of the phase commences;
 - A demonstration that there will be no flooding within the 1 in 30 storm event arising from the pipe network and any flooding from the 1 in 100 plus climate change storm event will be safely contained on site in accordance with FD2320/TR2;

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- A demonstration that any flooding within the reserved matters area arising from outside of that phase will not pose a hazard to any site users in accordance to FD2320/TR2;
- A demonstration that a range of Sustainable Drainage Systems (SuDS) measures have been employed on site and how these contribute to the Site-wide Drainage Strategy's SuDS Management Train;
- A demonstration that the impact that the development will have on the surface water sub-catchment (whether named or not) as outlined in the drawing and table below, will not increase flood risk

Drawing: Existing surface water drainage catchments and development zones CS/050416/UTI/DR/001 Rev A dated 12/12/12

Table: Clarifications on Flood Risk Assessment (May 2013), The Table within Section 6, page 10 and 11. *

Reason - To prevent the increased risk of flooding, to improve and protect water quality.

*Some of the phases have the potential to alter surface water sub-catchments thereby increasing flood risk in the retained MOD land, other off site areas, and runoff received by other phases. To prevent flood risk increasing there will be some phases where some strategic drainage will need to be in place ahead of building the phased areas, this may be located in a different development zone. These phases and the sizing and type of infrastructure will need to be identified ahead of the phase they are located in.

14 Development shall not commence on any reserved matters area until a remediation strategy that includes the following components to deal with the risks associated with contamination of the relevant area has been submitted to and approved, in writing, by the local planning authority:

- i) A preliminary risk assessment which has identified:
 - all previous uses;
 - potential contaminants associated with those uses;
 - a conceptual model of the site indicating sources, pathways and receptors;
 - Potentially unacceptable risks arising from contamination at the site.
- ii) A site investigation scheme, based on (i) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
- iii) The results of the site investigation and the detailed risk assessment referred to in (ii) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

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- iv) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (iii) are complete and identifying any requirements for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the local planning authority. The scheme shall be implemented as approved.*

Reason - To protect controlled waters.

- 15 No occupation within any development zone shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to, and approved in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.*

Reason - To protect controlled waters.

- 16 If, during development of a reserved matters area, contamination not previously identified is found to be present at the site then no further development within that reserved matters area (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

Reason - To protect controlled waters.

- 17 The garage and parking spaces shown on the approved plans for the residential elements of the scheme shall be used only for the parking of vehicles ancillary and incidental to the residential use of the properties. These spaces shall be kept available at all times for parking purposes. In any event no parking spaces shall be used for the parking/storage of caravans, boats, or trailers.

Reason - To preserve the amenities of the neighbourhood and ensure the provision of off-street parking facilities.

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- 18 The use of any non-residential premises within the development shall not commence until the car parks have been provided and marked out in accordance with the approved plans. The parking areas shall thereafter be retained solely for parking purposes, and made available to the occupiers and visitors to the premises unless otherwise first agreed in writing by the Local Planning Authority.

Reason - To ensure that provision for vehicle parking clear of the highway is available for users of and visitors to the development in the interests of highway safety.

- 19 With the exception of Maida phase 1, no works shall start on any reserved matters area until plans showing details of the existing and proposed ground levels, proposed finished floor levels, levels of any paths, drives, garages and parking areas and the height of any retaining walls within the area covered by the application have been submitted to and approved in writing by the Local Planning Authority. The finished floor levels of any building shall not be less than 250mm above the surrounding ground levels unless otherwise agreed in writing prior to commencement of that reserved matters area. The development shall thereafter be carried out in complete accordance with the details so approved. *

Reason - To ensure that the works are carried out at suitable levels in relation to adjoining properties and highways and in the interests of visual amenity and the avoidance of flood damage.

- 20 With the exception of Maida phase 1, no works shall start on any reserved matters area until details of measures to control emissions to the atmosphere likely to emanate from any proposed use within the site have been submitted to and approved in writing by the Local Planning Authority. These measures shall be implemented in accordance with the details before the use of the site begins and be retained thereafter. *

Reason - To protect the amenity of nearby properties.

- 21 All commercial plant and machinery shall be enclosed with soundproofing materials and mounted in a way which will minimise transmission of structure borne sound in accordance with a scheme to be submitted to and agreed by the Local Planning Authority in writing. The plant and machinery shall not be used until the approved soundproofing etc. has been implemented in full. *

Reason - To protect the occupants of nearby residential properties from noise disturbance.

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Notice of Decision: Reference Number 12/00958/OUT

Conditions Specific to the Full Planning Permission for Maida Zone Phase 1

22 Maida Zone Phase 1 - Approved Drawings

Approved Drawings - Unless agreed in writing by the Local Planning Authority, the permission hereby granted shall be carried out in accordance with the following approved drawings and documents -

- 1) Design Code 3: Maida Zone
- 2) Site Waste Management Plan: Maida Zone Phase 1: Statement & Template
- 3) Sustainability Statement: Maida Zone Phase 1
- 4) Energy Statement: Maida Zone Phase 1
- 5) Arboricultural Method Statement : Maida Zone Phase 1
- 6) Utilities Strategy: Maida Zone Phase 1
- 7) Site Specific Remediation Strategy: Maida Zone Phase 1
- 8) HPA05 Phase 1 Location Plan
- 9) HPA06A Red Line Boundary Plan
- 10) HPA07B Unit Mix Plan
- 11) HPA08A Housing Tenure
- 12) HPA09A Building Heights Plan
- 13) HPA10A Roof Plan
- 14) HPA11 Floor Levels Plan
- 15) HPA12B Unit Types Sheet 1
- 16) HPA13B Unit Types Sheet 2
- 17) HPA14B Unit Types Sheet 3
- 18) HPA15B Unit Types Sheet 4
- 19) HPA16B Unit Types Sheet 5
- 20) HPA17B Unit Types Sheet 6
- 21) HPA18B Unit Types Sheet 7
- 22) HPA19B Unit Types Sheet 8
- 23) HPA20B Unit Types Sheet 9
- 24) HPA21B Phase 1 Block of Flats 1 Sheet 1
- 25) HPA22A Phase 1 Block of Flats 1 Sheet 2
- 26) HPA23B Phase 1 Block of Flats 2
- 27) HPA24B Phase 1 Block of Flats 3
- 28) HPA25A Phase 1 Block of Flats 4 Sheet 1
- 29) HPA26A Phase 1 Block of Flats 4 Sheet 2
- 30) HPA27B Phase 1 Block of Flats 5 Sheet 1
- 31) HPA28A Phase 1 Block of Flats 5 Sheet 2
- 32) HPA29A Phase 1 Unit Mix & Building Matrix
- 33) HPA30A Refuse & Cycle Storage Sheet 1
- 34) HPA31A Refuse & Cycle Storage Sheet 2
- 35) HPA32A Refuse & Cycle Storage Sheet 3
- 36) HPA33A Refuse & Cycle Storage Sheet 4
- 37) HPA34A Refuse & Cycle Storage Sheet 5

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)
Town and Country Planning (Development Management Procedure)
(England) Order 2010

Notice of Decision: Reference Number 12/00958/OUT

38)	HPA35A	Refuse & Cycle Storage Sheet 6
39)	HPA36	Architectural Details Sheet 1
40)	HPA37	Architectural Details Sheet 2
41)	HPA38	Architectural Details Sheet 3
42)	HPA39	Architectural Details Sheet 4
43)	HPA40	Architectural Details Sheet 5
44)	HPA31	Architectural Details Sheet 6
45)	HPA42A	Phase 1 Street Elevation Sheet 1
46)	HPA43A	Phase 1 Street Elevation Sheet 2
47)	HPA44A	Phase 1 Street Elevation Sheet 3
48)	HPA45A	Phase 1 Street Elevation Sheet 4
49)	HPA46	Phase 1 Topographical Survey
50)	050416-DA-100	Landscape Masterplan
51)	050416-DA-200	Boundary & Enclosure Plan
52)	050416-DA-201	Typical Boundary Details 1 of 6
53)	050416-DA-202	Typical Boundary Details 2 of 6
54)	050416-DA-203	Typical Boundary Details 3 of 6
55)	050416-DA-204	Typical Boundary Details 4 of 6
56)	050416-DA-205	Typical Boundary Details 5 of 6
57)	050416-DA-206	Typical Boundary Details 6 of 6
58)	050416-DA-300	Hard Landscape General Agreement
59)	050416-DA-310	Hard Landscape Detail Area
60)	050416-DA-311	Typical Sections 1 of 3
61)	050416-DA-312	Typical Sections 2 of 3
62)	050416-DA-313	Typical Sections 3 of 3
63)	050416-DA-320	Hard Materials Palette
64)	050416-DA-401	Planting Plan 1 of 4
65)	050416-DA-402	Planting Plan 2 of 4
66)	050416-DA-403	Planting Plan 3 of 4
67)	050416-DA-404	Planting Plan 4 of 4
68)	050416-DA-405	Planting Schedule & Key Plan
69)	050416-DA-410	Soft Landscape Tree Palette
70)	050416-DA-411	Soft Landscape Palette 1 of 2
71)	050416-DA-412	Soft Landscape Palette 2 of 2
72)	050416-DA-420	Typical Soft Landscape Details
73)	050416-DA-500	Tree protection & removal during demolition
74)	050416-DA-501	Tree protection during construction

Reason - To ensure the development is implemented in accordance with the permission granted.

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)
Town and Country Planning (Development Management Procedure)
(England) Order 2010

Notice of Decision: Reference Number 12/00958/OUT

- 23 In respect of surface water drainage the development hereby permitted shall be carried out in accordance with the details contained within:
- Email from David Howley received 26/11/13 11:37am;
 - Clarification note 25 November 2013;
 - Submission dated 18th November 2013 as amended 22/11/13 (received 10:45am);
 - The Flood Risk Assessment (Dec 2012);
 - Clarifications on Flood Risk Assessment (May 2013);

which detail an attenuation based system with no infiltration.

The mitigation measures proposed shall be fully implemented prior to occupation and subsequently in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Any amendments to the proposed surface water management scheme for Phase 1 Maida are to be agreed in writing by the local planning authority prior to installation and subsequently implemented and retained as agreed.

Reason - To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.

- 24 The setting and presentation for public view of the commemorative Duchess of Kent plaque in accordance with details to be submitted to, and approved in writing by, the Local Planning Authority (together with those of arrangements for inclusion of it, and the Gordon Oak, in the Wellesley Heritage Trail) prior to commencement of the development, shall be completed by occupation of the 200th unit.

Reason - To secure appropriate arrangements for the preservation and display of the heritage assets

- 25 Prior to occupation of the properties in question, noise attenuation measures consisting of double glazing and alternative ventilation for the 73 dwellings identified in Section 30 of the Environmental statement shall be installed in accordance with details to be first submitted to, and approved in writing by the Local Planning Authority.

Reason - To ensure a satisfactory residential environment for future occupiers.

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)
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- 26 Notwithstanding the details shown on the plans hereby approved, revised drawings showing parking space provision and layout for the houses on plots 103-112 and 115-121 (inclusive) fronting Hope Grant's Road shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of any of the plots identified, and the layout so approved shall be implemented and thereafter retained.*

Reason - To ensure a satisfactory parking arrangement conducive to use, and to ensure highway safety.

- 27 Notwithstanding the information supplied with the planning application Plans showing the detailed proposals for all the following aspects of the development that also meet the requirements of the highway authority where they will be offered for adoption shall be submitted to and approved by the Local Planning Authority in writing before development within Maida Phase 1 commences:-

- i) The width, alignment, gradient and type of construction proposed for the roads, footways and access routes, including all relevant horizontal cross sections and longitudinal sections showing the existing and proposed levels, together with details of street lighting, landscaping (including the materials to be used for paved and hard surfaces and the finished levels in relation to existing levels), the method of disposing of surface water, and details of a programme for the making up of the roads and footways;
- ii) The means of access, including the layout, construction and sight lines;
- iii) The alignment, height and materials of all walls and fences and other means of enclosure;
- iv) Access facilities for people with disabilities;
- v) Surfacing materials*

Reason - To ensure highway safety.

- 28 No occupation of residential properties within Maida Zone Phase 1 shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.*

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)
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Reason - The information submitted for this phase (S GW04) shows that there is soil contamination that could potentially impact controlled waters in the Basingstoke Canal. These hotspots of soil contamination coincide with HH risks and remediation for HH risks will be sufficient to remove the risks to controlled waters. Validation of these works is required in line with the information submitted for the outline planning application.

- 29 Construction traffic movements and routes during implementation of the development hereby approved shall be controlled in accordance with a Construction Traffic Management Plan to be submitted to and approved in writing by the Local Planning Authority prior to commencement of development.

Reason - To protect the amenities of the surrounding area and in the interests of highway safety.

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)
Town and Country Planning (Development Management Procedure)
(England) Order 2010

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INFORMATIVES

- 1 **INFORMATIVE** - This permission is subject to a planning obligation under Section 106 of the Town and Country Planning Act 1990 (as amended).

- 2 **INFORMATIVE** - Your attention is specifically drawn to the conditions above marked *. These conditions require the submission of details, information, drawings etc. to the Local Planning Authority **BEFORE ANY WORKS START ON THE SITE** or, require works to be carried out **BEFORE THE COMMENCEMENT OF THE USE OR FIRST OCCUPATION OF ANY BUILDING**. Failure to observe these requirements will result in a contravention of the terms of the permission and the Council may take enforcement action to secure compliance.

- 3 **INFORMATIVE - REASONS FOR APPROVAL** - The Council has granted permission because the application together with the associated Section.106 undertakings is considered to give rise to a satisfactory use of this previously developed site and will, contribute to the housing stock, assist in meeting the need for affordable housing and provide community facilities, open space and commercial floorspace in accordance with the provisions of the Rushmoor Plan. The proposed development has proper regard to the architectural and historic interest and setting of the listed buildings and monuments within the site and gives appropriate consideration to the preservation and enhancement of the Aldershot Military Town Conservation Area. It is therefore considered that subject to compliance with the attached conditions, and taking into account all other material planning considerations, including the provisions of the development plan, the proposal would be acceptable. This also includes a consideration of whether the decision to grant permission is compatible with the Human Rights Act 1998.

- 4 **INFORMATIVE** - The Local Planning Authority's commitment to working with the applicants in a positive and proactive way is demonstrated by its offer of pre-application discussion to all, free of charge, and assistance in the validation and determination of applications through the provision of clear guidance regarding necessary supporting information or amendments both before and after submission, in line with the National Planning Policy Framework.

THIS IS NOT AN APPROVAL UNDER THE BUILDING REGULATIONS

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)
Town and Country Planning (Development Management Procedure)
(England) Order 2010

Notice of Decision: Reference Number 12/00958/OUT

NOTIFICATION

Appeals to the Secretary of State

1. If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Transport, Local Government and the Regions under Section 78 of the Town and Country Planning Act 1990.
2. If you want to appeal and your proposal is for a 'Householder' extension then you must do so **within 12 Weeks of the date of this notice**. For all other appeals the time limit is **Six Months**. Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk. There is further help and guidance in the Appeals area of the Planning Portal website.
3. The Secretary of State can allow a longer period for giving notice of an appeal, but will not normally use this power unless there are special circumstances.
4. The Secretary of State need not consider an appeal if it seems that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
5. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices

1. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
2. In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
3. The applicant is recommended to retain this form with the title deeds of the property.

Notes Specific to any Grant of Planning Permission

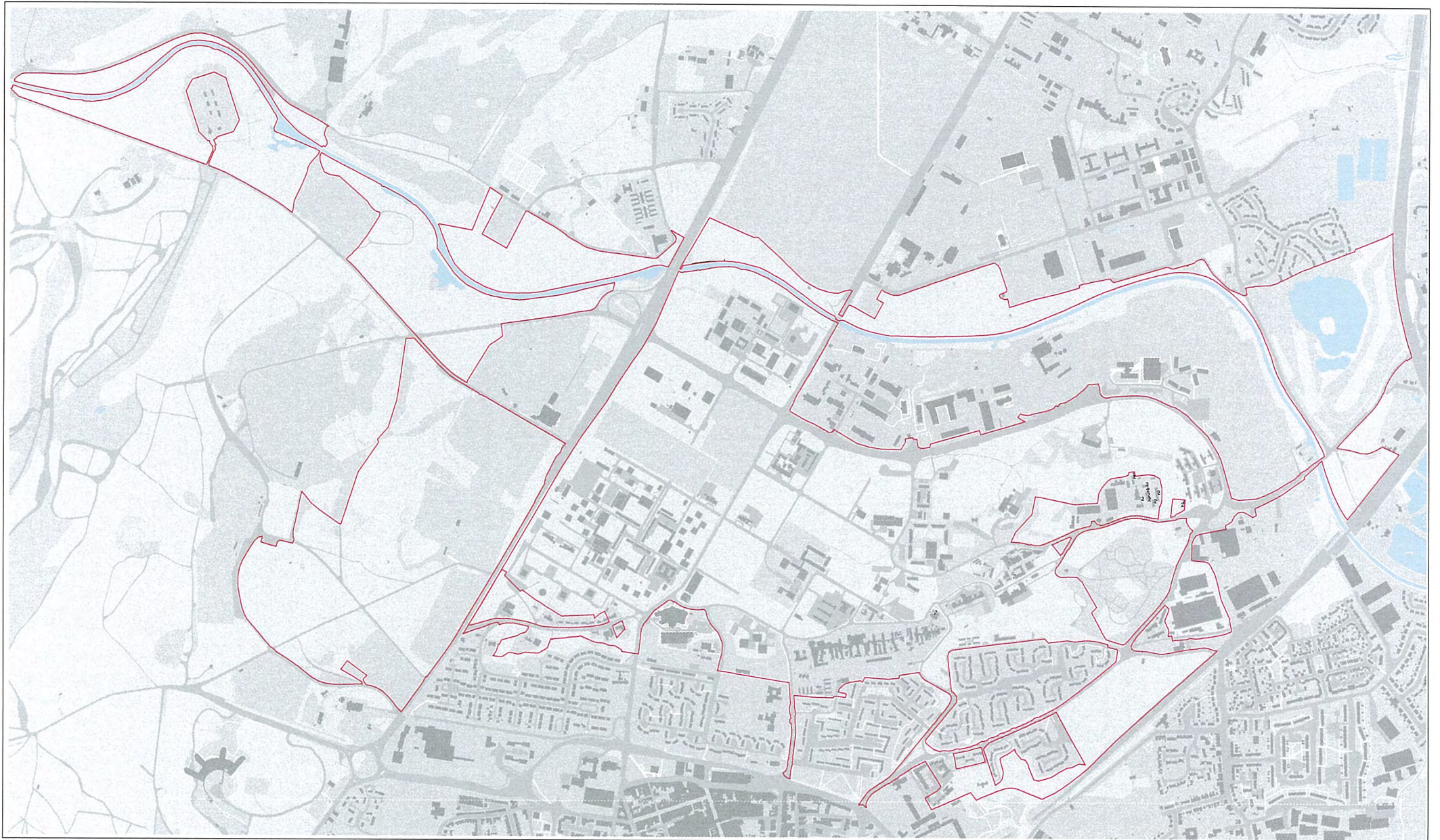
1. Any grant of permission does not purport to convey any approval or consent which may be required under the Town and Country Planning Act 1990 otherwise than under Sections 69-76 or which may be required under any other Acts including any Byelaws, Orders or Regulations made under such other Acts.
2. Developers are reminded that any grant of planning permission does not entitle them to obstruct a right of way and that, if it is necessary to stop up or divert a right of way in order to enable the development to be carried out, they should apply without delay:- a) in the case of a footpath or bridleway, for an Authority under Section 257 of the Town and Country Planning Act 1990; b) in any other case to the Secretary of State for an Order under Section 247 of the Town and Country Planning Act 1990;
3. Attention is drawn to the provisions of Section 12 of the Hampshire Act 1983 relating to access for the Fire Brigade. A copy of the Section can be obtained at the local planning office.

IMPORTANT - Any failure to adhere to the details of any plans approved or to comply with any conditions detailed in this notice constitutes a contravention of the provisions of the Town and Country Planning Act 1990 in respect of which enforcement action may be taken. If you want to amend approved development, you should consult the Council at the address overleaf before carrying out any work.

SCHEDULE 6

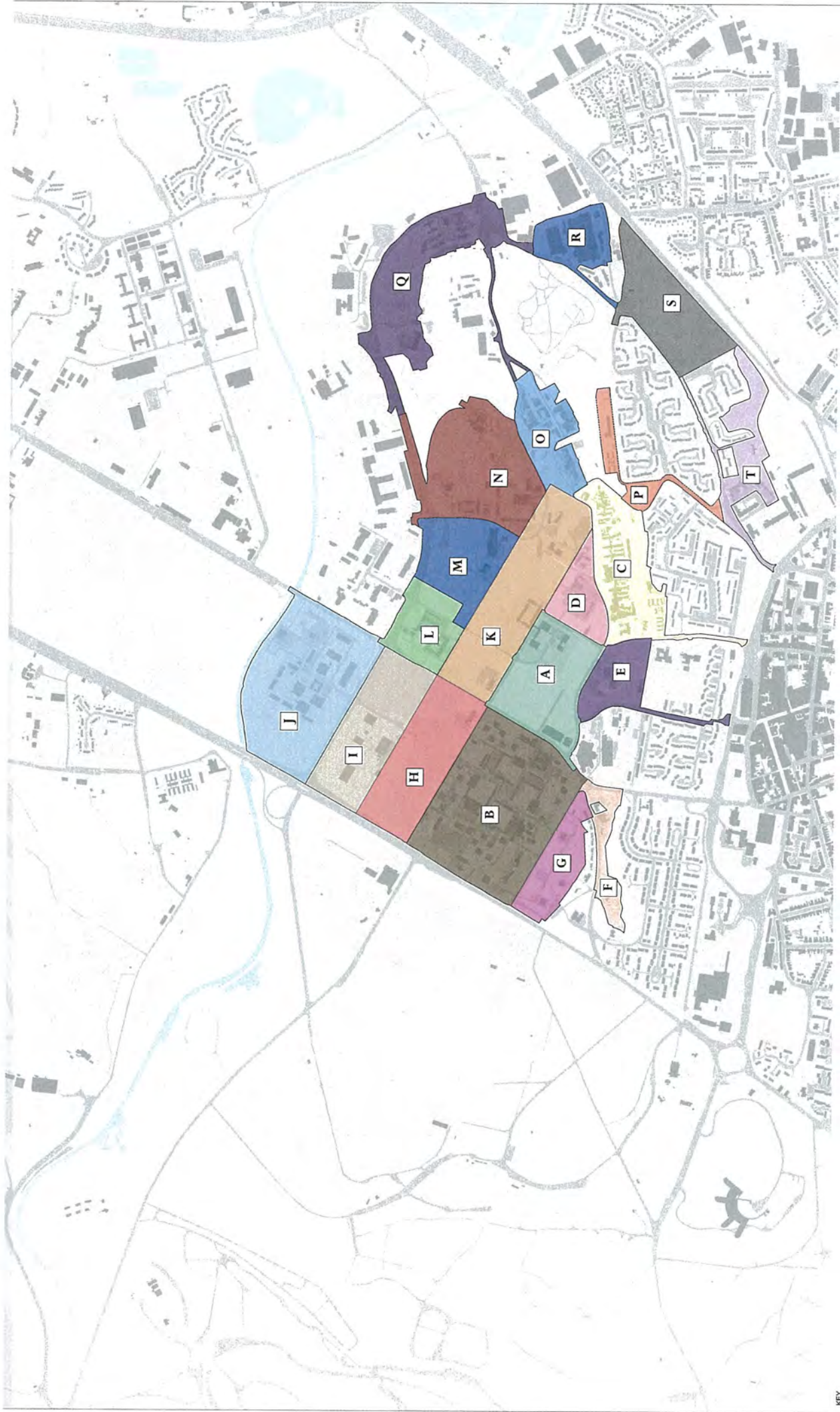
Plans

- Plan 1 - Site Plan
- Plan 2 - Development Zone Plan Drawing No.HPA2 dated 13 December 2012
- Plan 3 - Phase 1 Plan Drawing No HPA06 dated 14 December 2012
- Plan 4 - Site Layout Plan incorporating Allotments, Cambridge Military Hospital, Eastern Primary School Land, Household Waste Recycling Centre Land, HQ 4th Division Building, Neighbourhood Centre Land, Smith Dorrien Institute, Western Primary School Land, Claycart Car Park Land, Sports Pitches Land
- Plan 5 - SANGS Plan Figure 1 in the Strategy for the Delivery of Suitable Alternative Natural Greenspace
- Plan 6 - Trees and Woodland Plan PP5
- Plan 7 - SuDs Plan HPA Consultation Plan
- Plan 8 - Illustrative Delivery Plan (Appendix B - Delivery Strategy)
- Plan 9 - Claycart Car Park Works Plan (Fig 16 Strategy for the Delivery of Suitable Alternative Natural Greenspace (SANG))
- Plan 10 - Open Space Plan (Figure 8 Green Infrastructure Strategy)



PLAN 1





PLAN 2

- KEY
- A MADA
 - B CORUNA
 - C CPH
 - D MICRIGOR
 - E GUNNELL
 - F KINCLYS
 - G FINEATHERS
 - H STANNISPLENES WEST
 - I SCHOOL END
 - J BRONNING
 - K STANNISPLENES EAST
 - L NEIGHBOURHOOD CENTRE
 - M BALLER
 - N GODS ACRE
 - O MANDOWA
 - P PEAKED HILL
 - Q CLAYTON
 - R AERO
 - S REVE
 - T PINDONS

Wellesley grainger pic
Developing in Areas Since 1973

ALDERSHOT

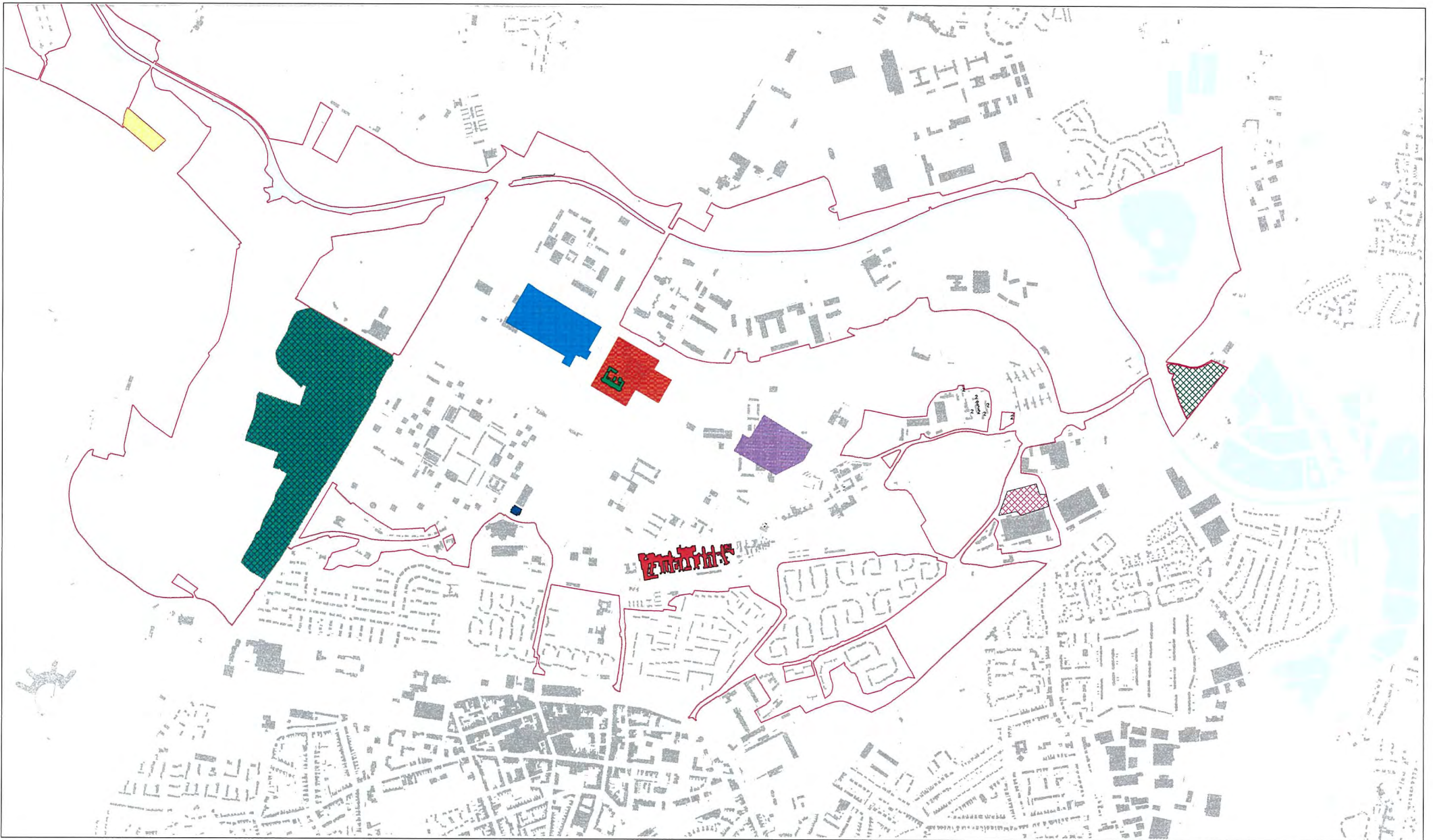
Title: Development Zone Plan
 Drawing No: HPA 2
 Scale: 1:5000 @ A1
 Date: 05 March 2014
 Drawn by: AB

ADAM URBANISM

PLAN 3



Maida, Phase 1 Red Line Boundary Plan (PA)

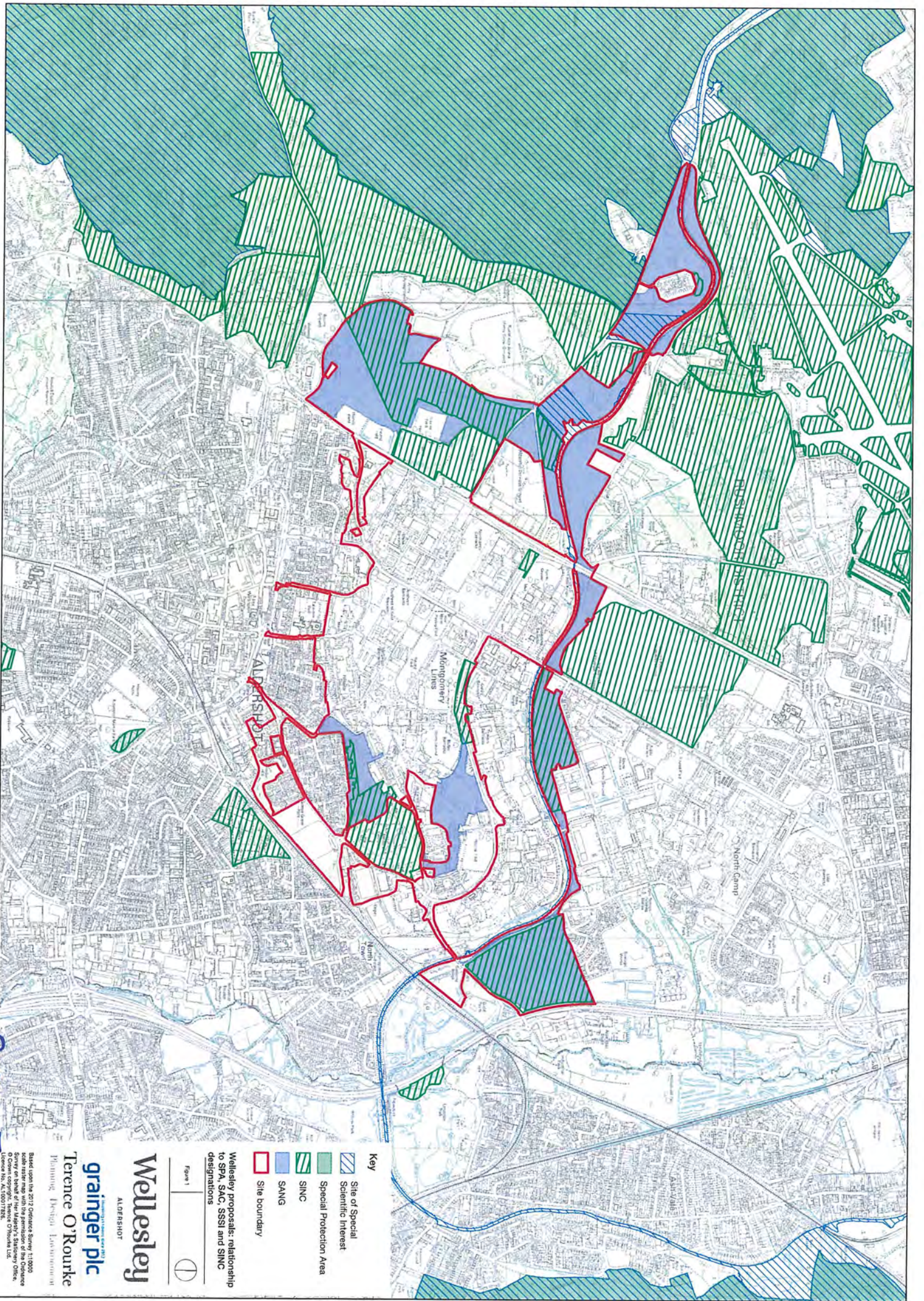


KEY

- Wellesley Outline Planning Application Boundary
- Cambridge Military Hospital
- The Smith Dorrien Institute
- The area for the Neighbourhood centre
- The Western Primary School site
- The Eastern Primary School site
- Formal and Informal Sports Pitches
- Allotments
- The Claycart car park land



PLAN 4



- Key**
-  Site of Special Scientific Interest
 -  Special Protection Area
 -  SINC
 -  SANG
 -  Site boundary

Wellesley proposes: relationship to SPA, SANG, SSSI and SINC designations

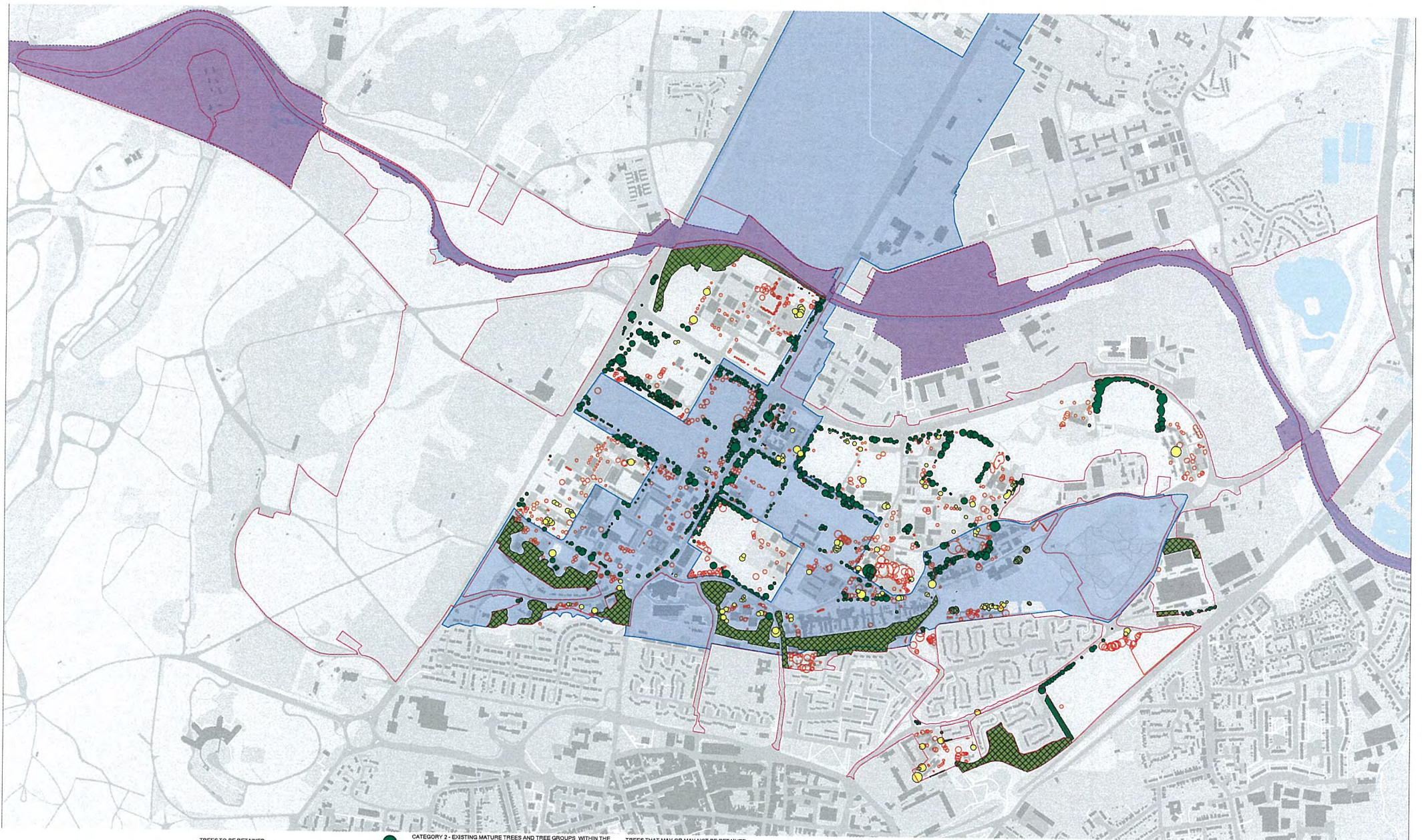
Figure 1

Wellesley
ALDRSHOTT

granger plc
Terence O'Rourke
Planning Design Environment

Based upon the 2012 Ordnance Survey 1:10,000 scale raster map with the permission of the Ordnance Survey. © Crown copyright. Terence O'Rourke Ltd. Licence No. AL10031782.

PLANS



KEY

- WELLESLEY OUTLINE PLANNING APPLICATION BOUNDARY
- ALDERSHOT MILITARY TOWN CONSERVATION AREA
- BASINGSTOKE CANAL CONSERVATION AREA

TREES TO BE RETAINED
 CATEGORY 1 - EXISTING TREE GROUPS WITHIN WOODLANDS - TO BE RETAINED UNLESS OTHERWISE AGREED FOR REMOVAL WITH RBC

● CATEGORY 2 - EXISTING MATURE TREES AND TREE GROUPS WITHIN THE GREEN INFRASTRUCTURE NETWORK - TO BE RETAINED UNLESS OTHERWISE AGREED FOR REMOVAL WITH RBC.
 Where a Category 2 tree needs to be felled (i) due to its deteriorating condition, and/or (ii) to promote healthy growth of adjacent trees, and/or (iii) to facilitate the delivery of development or other infrastructure, a new tree or trees will be planted where appropriate. All such new trees will be planted within the Development Zone from which the tree has been lost, and must be located in such a manner as to enhance the existing green infrastructure network or an alternative Tree Replacement Strategy must be agreed with RBC prior to the removal of any Category 2 tree.

TREES THAT MAY OR MAY NOT BE RETAINED
● CATEGORY 3 - OTHER SIGNIFICANT EXISTING MATURE TREES AND TREE GROUPS
 Where a Category 3 tree needs to be felled (i) due to its deteriorating condition, and/or (ii) to facilitate the delivery of development or other infrastructure, a new tree or trees will be planted where appropriate. All replacement trees will be located within public space, unless otherwise agreed with RBC.

TREES TO BE REMOVED
○ CATEGORY 4 - TREES ON SITE WITH LEAST LANDSCAPE AND HISTORIC VALUE, POOR SCREENING VALUES AND LIMITED CAPACITY TO SURVIVE IN FUTURE OR DEAD, DYING AND DANGEROUS WITH SERIOUS STRUCTURAL DEFECTS

General Notes: This plan shows tree retention and removal within the core development area.
 This plan is to be read in conjunction with the Arboricultural Survey, Green Infrastructure Strategy and SANGS Management Plan.

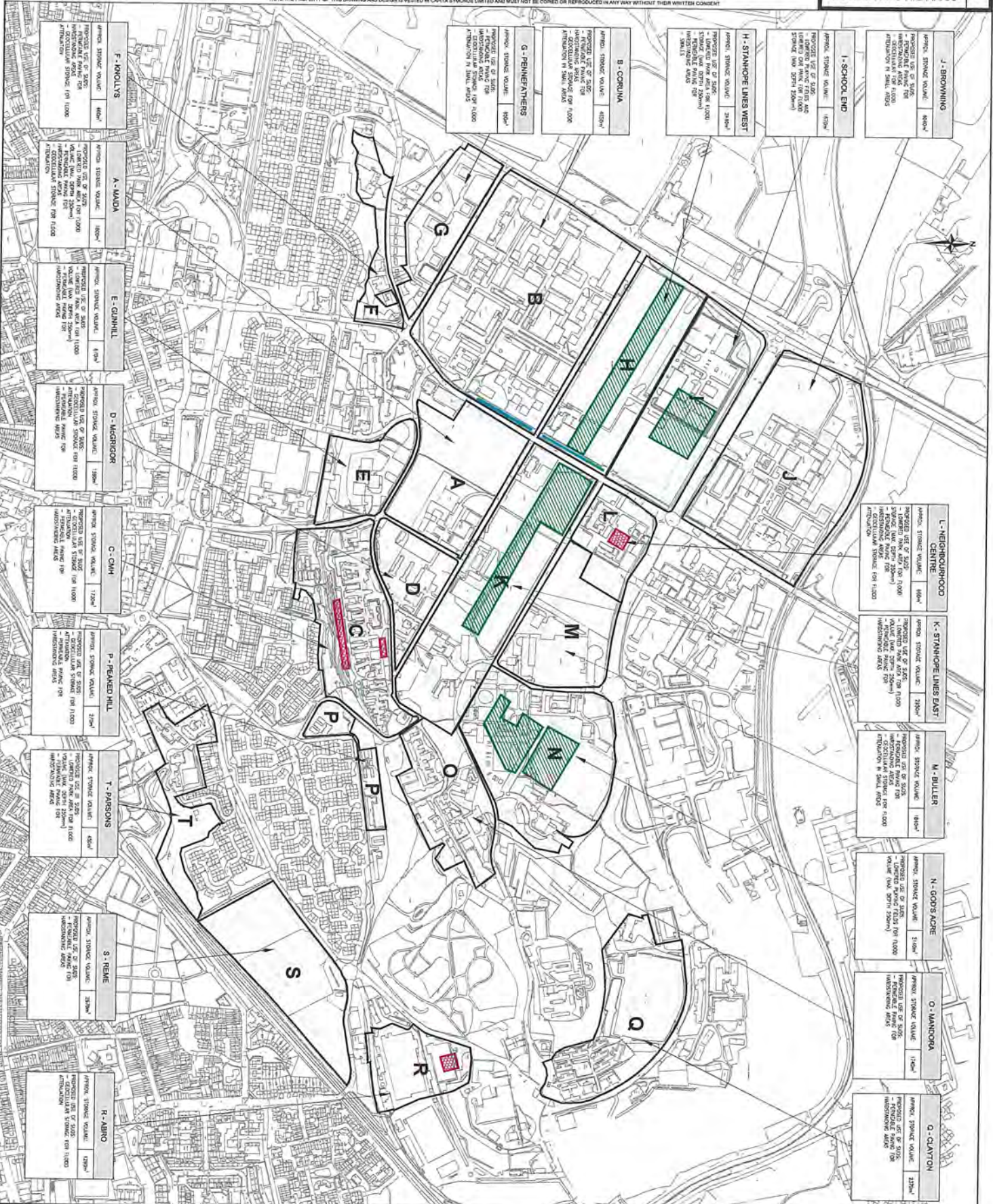
Removal of any tree within the core development area will be subject to consideration with any Reserved Matters Application.
 Removal of any tree within a conservation area or listed building curtilage will require the relevant formal consent.

Title: Tree Retention Plan
 Parameter Plan
 PP5
 Drawing No: 1:5000 @ A1
 Date: 12 December 2012
 Drawn by: AB

PLAN 6



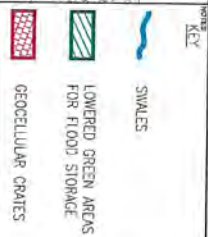
NOTE THE PROPERTY OF THIS DRAWING AND DESIGN IS VESTED IN CAPITA SYMONDS LIMITED AND MUST NOT BE COPIED OR REPRODUCED IN ANY WAY WITHOUT THEIR WRITTEN CONSENT



- J - BROMING**
 APPROX. STORAGE VOLUME: 400m³
 PROPOSED USE OF SITES:
 - RESIDENTIAL PLANNING FOR ATTENUATION IN SMALL AREAS
- I - SCHOOL END**
 APPROX. STORAGE VOLUME: 150m³
 PROPOSED USE OF SITES:
 - RESIDENTIAL PLANNING FOR ATTENUATION IN SMALL AREAS
- H - STANHOPE LINES WEST**
 APPROX. STORAGE VOLUME: 350m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- B - CORUNA**
 APPROX. STORAGE VOLUME: 100m³
 PROPOSED USE OF SITES:
 - RESIDENTIAL PLANNING FOR ATTENUATION IN SMALL AREAS
- G - PENNENTHERNS**
 APPROX. STORAGE VOLUME: 100m³
 PROPOSED USE OF SITES:
 - RESIDENTIAL PLANNING FOR ATTENUATION IN SMALL AREAS
- F - MOLLYS**
 APPROX. STORAGE VOLUME: 400m³
 PROPOSED USE OF SITES:
 - RESIDENTIAL PLANNING FOR ATTENUATION IN SMALL AREAS
- A - MADA**
 APPROX. STORAGE VOLUME: 100m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- E - GUMHILL**
 APPROX. STORAGE VOLUME: 150m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- D - MCGRIGOR**
 APPROX. STORAGE VOLUME: 100m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- C - OAH**
 APPROX. STORAGE VOLUME: 150m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- L - NEIGHBOURHOOD CENTRE**
 APPROX. STORAGE VOLUME: 100m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- K - STANHOPE LINES EAST**
 APPROX. STORAGE VOLUME: 300m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- M - MILLER**
 APPROX. STORAGE VOLUME: 100m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- N - GOD'S ACRE**
 APPROX. STORAGE VOLUME: 110m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- O - MANDORA**
 APPROX. STORAGE VOLUME: 110m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- Q - CLAYTON**
 APPROX. STORAGE VOLUME: 200m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- P - FLEMING HILL**
 APPROX. STORAGE VOLUME: 200m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- T - PARSONS**
 APPROX. STORAGE VOLUME: 400m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- S - REBE**
 APPROX. STORAGE VOLUME: 200m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS
- R - ABRO**
 APPROX. STORAGE VOLUME: 100m³
 PROPOSED USE OF SITES:
 - STORAGE (MAX. DEPTH 250mm) FOR ATTENUATION IN SMALL AREAS

PLAN 7

- NOTES**
1. FOR MADA PHASE 1 DETAILS SEE DRAWING CS/050416/UT/DR/002
 2. ALL POSITIONS ARE INDICATIVE ONLY AND NOT TO SCALE.
 3. EXACT LOCATIONS, SIZE AND TYPE OF SUDS FEATURE WILL BE DETERMINED AT DETAILED DESIGN FOR EACH PHASE.
 4. RESULTS FROM SITE INVESTIGATION WILL DETERMINE INFILTRATION CAPABILITY IN EACH PHASE.
 5. GEOCELLULAR STORAGE WILL BE CONSIDERED FOR ALL SITES WHEREVER APPROPRIATE.



FLOOD ATTENUATION AND SUDS PROPOSALS INDICATIVE ONLY

GRAINGER PLC

WELLESLEY ALDERSHOT

CAPITA SYMONDS
 Capita Symonds House, Wood Street,
 1st Floor, Aldershot, Hampshire,
 GU11 3JF, UK
 Tel: +44 (0)1242 237416
 Fax: +44 (0)1242 237527

DRAWING NUMBER: CS/050416/UT/DR/005

PLAN 8







ILLUSTRATIVE DELIVERY PLAN

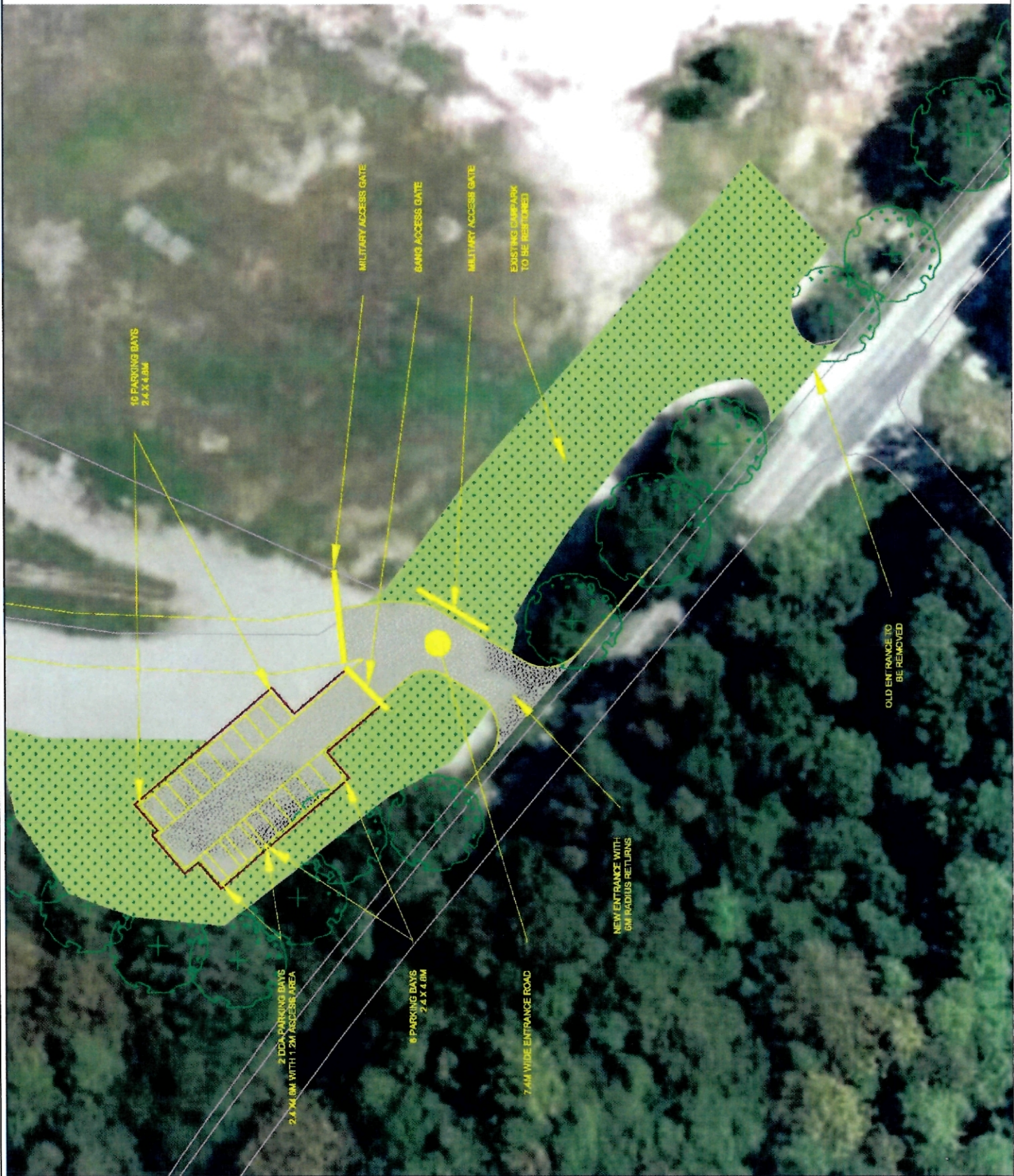
Masterplan Component Parcel	MoD Site Handover	No. Units	Private 65%	AHU 35%	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	Total		Accum Total											
					4	5	16	17	18	19	20	21	22	23	24	25	26	Private	AHU												
A. Maida	Jul-13	228	148	80	175	53												228	228												
B. Coruna		705	458	247	114	61	34	19	120	120	128	120	97					148	80	228											
C. CMH		134	87	47					78	42	78	42	83	45	78	42	78	42	78	42	63	34									
D. McGrigor		118	77	41					77	57								458	247	933											
E. Gunhill		105	68	37					50	27	37	20						134		1067											
F. Knollys Road	May-13	22	14	8					73	45								87	47	1185											
G. Pennyfathers		123	80	43					47	26	30	15						118		1290											
H. Stanhope Lines West		162	105	57														77	41	1312											
I. School End		105	68	37														47		1435											
J. Browning/Canalside		475	309	166														105	57	1597											
K. Stanhope Lines East	Jul-14	255	167	88														68	37	1702											
L. Neighbourhood Centre	Jul-14	16	10	6														105		1727											
M. Buller	May-13	243	158	85														68	37	2177											
N. God's Acre	May-13	170	110	60														475	166	2432											
O. Mandora	Dec-12	133	87	46														309		2448											
P. Peaked Hill		60	39	21														167	88	2691											
Q. Clayton	Aug-12	298	194	104														10	6	2861											
R. ABRO	2015	0	0	0														243		2994											
S. REME		392	255	137														158	85	3054											
T. Parsons		106	69	37														110	60	3352											
TOTAL		3850	2503	1347	175	250	250	300	350	350	350	350	350	350	300	300	175	3850	3744	3850											
TOTAL MIX					114	61	162	88	162	88	195	105	227	123	227	123	228	123	228	122	230	120	193	107	197	103	114	61	2503	1347	3850

	lower density (30-45)	Medium Density (46-60)	Higher Density (61-80)	Heritage	Neighbourhood Centre
lower density (30-45)	0	0	0	0	0
Medium Density (46-60)	175	173	120	233	179
Higher Density (61-80)	0	0	0	75	48
Heritage	0	77	130	45	0
Neighbourhood Centre	0	0	0	0	16
Total	175	250	250	300	350

Note: The total number of units identified in each development zone above is approximate. In order to provide a degree of flexibility a 5% variance can be applied to each development zone to allow for site specific technical constraints and opportunities. Notwithstanding this variance the site wide number of dwellings delivered at Wellesley is capped at 3,850. Where the actual numbers of units vary the quantum of affordable housing will adjust accordingly.

SCP2 Legend

-  Rolled Type 1 Surfacing
-  Add Grassland Restoration
-  Existing Tree
-  Timber Knee Rail



PLAN 9

Wellesley SANG: Claycart
carpark off-site works

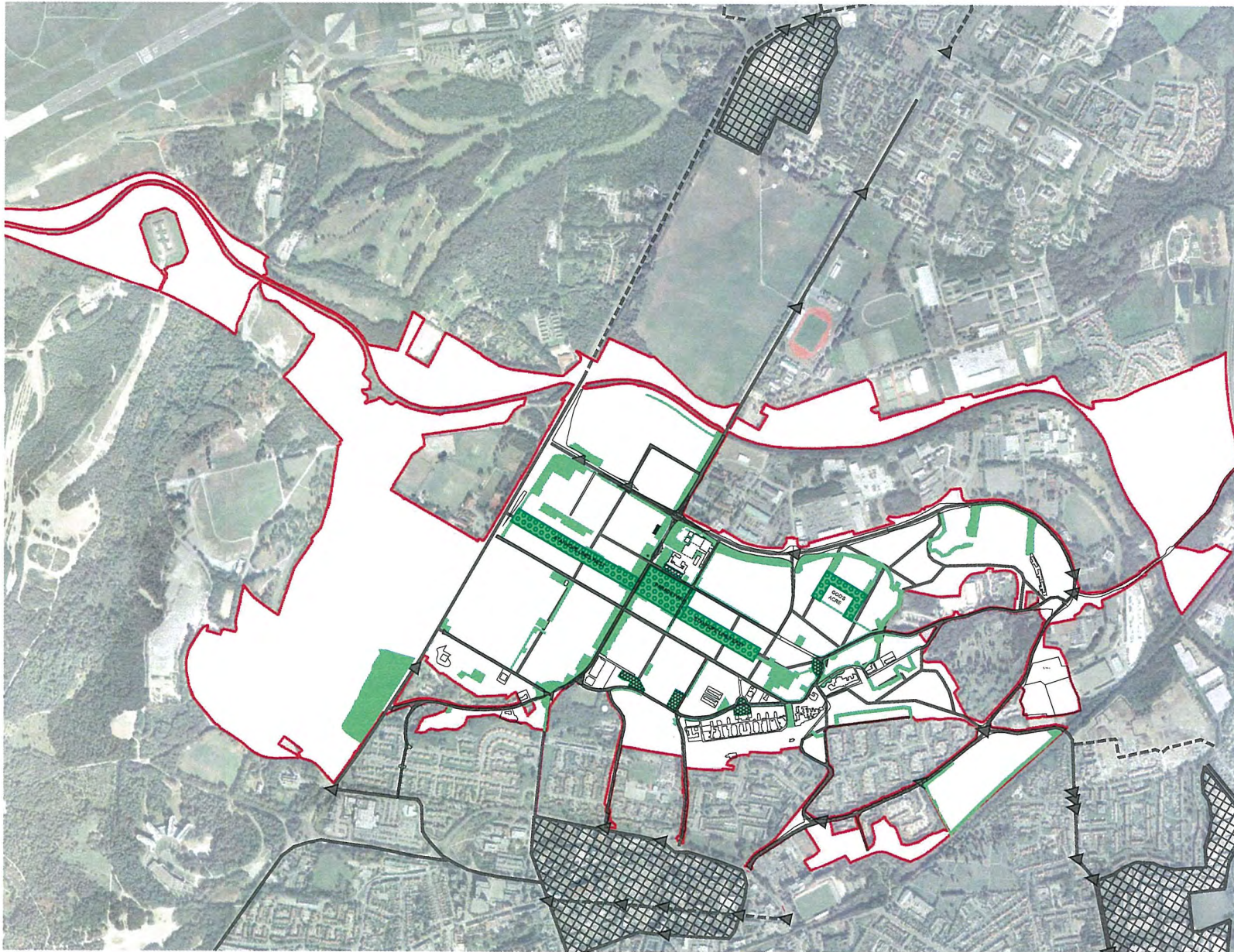


Wellesley
ALDERSHOT

granger plc

Terence O'Rourke
Planning Design Environment

Plan provided by Capita Symonds
Ordnance Survey © Crown
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Legend




-  GREEN CORRIDORS / BUFFER ZONE / INFORMAL RECREATION
-  URBAN PARKS
-  FORMAL SPACES

Figure 8 – Amenity Open Space



PLAN 10

0 50 100 200 300 400 500m



SCHEDULE 7

**Job Description for Community Facilitator/Development Worker for Smith Dorrien
Institute**

Development Worker

Overall Objectives of the Job

- To liaise with local authorities, house builders and developers on community issues and produce reports as required.
- To work with and, where appropriate, co-ordinate all those agencies that are engaged in strategic and local partnerships that aim to improve the well being of communities.
- To advise on matters relating to a specific and agreed area of interest; for example Community Led Planning, Health & Wellbeing, Partnerships or Grants and Service Level Agreements.
- To be responsible for developing and implementing area based projects that will enhance the economic, social and environmental well being of local communities.

Accountabilities:

1. To support the formation and development of informal and formal community groups and activities across a geographical area.
2. To enable and facilitate development of partnerships and projects to meet collective community needs and produce solutions.
3. To initiate, manage and co-ordinate the successful development, implementation and monitoring of a range of community initiatives within the Wellesley development.
4. To promote and support local community projects.
5. To keep up to date with relevant legislation relating to charities, voluntary sector and community development.
6. To participate in joint initiatives with other local authorities on community development issues, and represent the Wellesley development at meetings with the local authority and outside bodies.
7. To liaise with the local authorities and work with them to identified local issues and in the delivery of local projects where appropriate.
8. To provide advice and support for existing and new groups in managing their finances, developing constitutional structures, managing risk, equal opportunities, safeguarding and health & safety issues in their activity.

9. Support groups to make applications for funding ensuring that they are based on a sustainable development model.
10. To produce periodic reports on community development for submission to the management company, Grainger and the local authority.
11. To carry out other duties as may be required from time to time by the management company and/or Grainger Trust.

It is in the nature of the work that tasks and responsibilities are in many circumstances unpredictable and varied. All staff are, therefore, expected to work in a flexible way when the occasion arises that tasks which are not specifically covered in their job description have to be undertaken. These additional duties will normally be to cover unforeseen circumstances or changes in work and they will be commensurate with the duties and responsibilities of the role. The post holder will be expected to continually develop in the role.

Learning and Development

The post holder is expected to actively participate in the performance management scheme and continually develop in the role.

Health and Safety

The post holder is expected to fully comply with the Health and Safety Policy and procedures in force to help maintain and develop a safe working environment.

CRB Check

This post is subject to a criminal record check by the Criminal Records Bureau. The level required is Enhanced.

SCHEDULE 8

Terms of Use for the Smith Dorrien Institute

1. The Owner and/or Developer shall be responsible for the day to day management and running of the community facility including the hire of the community facility by community users.
2. The Owner and/or the Developer shall be responsible for maintaining insurance cover for the use of the community facility for Community Use.
3. The Owner and/or the Developer shall keep the community facility in good repair at all times and shall be responsible for the costs in running and maintaining the community facility including but not restricted to the costs of cleaning, energy, repair and maintenance utilities rates and maintaining insurance cover for the community facility at its own expense.
4. The Owner and/or the Developer shall provide all reasonable internal fixtures and fittings and equipment including but not limited to a minimum of 10 tables and 80 chairs.
5. The community facility shall be available for hire between the hours of 8am to 11pm daily with the exception of Christmas Day Boxing Day and/or New Years Day and priority shall be given by the Owner and/or Developer to bookings for Community Use over any other use or hire of the community facility.
6. Not less than 14 days prior written notice to the Owner and/or the Developer shall be provided by community users who wish to use such facility with the exception of regular bookings for which no notice is required following the original block booking. Bookings for a Community Use shall not be refused without a good reason.
7. The charge for the hire of such facility shall be in accordance with the Council's current standard letting terms and charges for the hire of such buildings for community use as may be notified to the Owner and/or Developer by the Council and varied from time to time by the Council.
8. The Owner and/or the Developer shall ensure that bookings by a single charitable/voluntary community group do not exceed a maximum of 25% of the total number of bookings for the community facility in order to ensure that the community facility is available for hire by a whole range of charitable and/or voluntary community groups for Community Use.
9. The Owner and/or the Developer shall keep a record of all the bookings taken for the community facility and shall provide the Council with a copy of such information on request and free of charge to enable the Council to be satisfied that the community

facility is being used for Community Use in accordance with paragraph 5 of Schedule 1 and the provisions of this Schedule.

10. The Owner and/or the Developer shall make available no fewer than 25 parking spaces and 3 disabled bays in the car park adjacent to the Smith Dorrien Building in connection with the use of the facility by community users and will ensure as part of any booking arrangement for the hire of the facility such aforementioned car parking spaces are reserved specifically for community users in connection with such booking.

SCHEDULE 9

Job Description for Implementation and Monitoring Officer

JOB DESCRIPTION

JOB TITLE:	Wellesley Implementation Officer
DIRECTORATE:	Community and Environment
SCALE:	6 (subject to evaluation)
POST NUMBER:	
ACCOUNTABLE TO:	Head of Planning
REPORTING TO:	Development Control Manager
LOCATION:	Council offices Farnborough. Requirement for frequent sites visits to AUE
POST OBJECTIVE:	To fulfil a planning, technical, co-ordinating, implementation and monitoring support role in relation to Wellesley Aldershot Urban Extension planning work.

SPECIFIC TASKS:

- 1) Assist the Development Control Manager and process planning applications, reserved matters applications, appeals (if appropriate) and associated work generated by the Wellesley Aldershot Urban Extension Major Development, including consultation responses, publicity, responding to enquiries from Councillors, members of the public, agents and applicants and third parties.
- 2) Devise and maintain an efficient system to track the progress of the AUE development against agreed trigger points so as to ensure compliance with the requirements of the relevant Section 106 agreements and planning permissions.
- 3) Check plans, application documents and other reference material, undertake site visits and meetings and make necessary enquiries of developers, contractors and consultants to provide accurate and timely reports on the conformity of development with the agreed planning consents, design codes and Section 106 agreement.
- 4) Provide information and support necessary to lead officers and the Directors' Management Board for reaching agreement with the developer on issues arising from the implementation of community facilities and other infrastructure at the AUE.
- 5) Liaise with County Council officers and other RBC posts directly concerned with the AUE to ensure effective coordination and good communication on matters relating to progress and implementation of the AUE
- 6) Attend relevant meetings of the Development Control Committee.
- 7) Assist in monitoring the establishment and implementation of effective arrangements for management of open spaces and other community facilities.
- 8) Maintain accurate and efficient records of all matters relating to the implementation of the AUE including financial contributions and disbursements.
- 9) Identify and investigate allegations of non-compliant development and liaise with the Developer, the Solicitor to the Council and planning officers to seek remedies, as appropriate, including assisting with the preparation of the relevant notices.

- 10) In the event that there is insufficient work to keep the Implementation Officer busy to carry out
- 11) Any other duties as may reasonably be required defined from time to time by the Development Control Manager; and
- 12) To prioritise any work or requirement identified as a requirement for the Development.

JD date: 23/05/13

PERSON SPECIFICATION

JOB TITLE Wellesley AUE Implementation Officer **POST NUMBER:**

DEPARTMENT: Planning **DATE:** May 2013

Requirements		Weighting	Assessment Method
Skills	<u>Communication Skills</u>		
	Oral especially telephone manner	3	A/I
	Written (letters, reports)	3	A/I
	Interpretation of plans, scaling and measuring	3	A/I
	Keyboard Skills	3	A/I
	IT literacy including use of word processing, spreadsheets and data bases	3	A/I
Experience	Office Experience	3	A/I
	Local Authority Experience	2	A/I
	Experience or direct knowledge of the UK Planning system and legislation.	3	A/I
Personal Qualities	Organised and methodical	3	A/I
	Works with minimal supervision	3	A/I
	Team Player	3	A/I
	Helpful and Positive	3	I
	Good interpersonal skills	3	A/I
	Ability to use own initiative	3	A/I
Specific Job Requirements	Able to meet the travel requirements of the post	2	A
	Able to attend evening meetings	3	A/I
Qualifications	Degree in Town Planning	2	A/Q
	Degree giving entry to postgraduate study in Town Planning	2	A/Q

Weighting 3 – Essential for the successful performance of the job

2 – Desirable but can be achieved through on the job training or experience

1 – Useful but not essential for successful performance of the job

Assessment					
<i>Application Form</i>	<i>A</i>	<i>Interview</i>	<i>I</i>	<i>Tests</i>	<i>T</i>
<i>References</i>	<i>R</i>	<i>Presentation</i>	<i>P</i>	<i>Evidence of Qualifications</i>	<i>Q</i>

SCHEDULE 10

Residential Travel Plan

Wellesley

ALDERSHOT

RESIDENTIAL TRAVEL PLAN

DECEMBER 2012



Investing in homes since 1912
grainger plc

Quality Management

Issue/revision	Issue 1	Revision 1	Revision 2	Revision 3
Remarks	Working draft for LA comment	Pre-application DRAFT	FINAL	
Date	13 July 2012	10 August 2012	12 December 2012	
Prepared by	Sarah Thorneycroft	Sarah Thorneycroft	Sarah Thorneycroft	
Signature				
Checked by	Andrew Winmill	Andrew Winmill	Andrew Winmill	
Signature				
Authorised by	Andrew Winmill	Andrew Winmill	Andrew Winmill	
Signature				
Project number	115470364	115470364	115470364	
Report number				
File reference		N:\Aldershot Urban Extension (2011)\TEXT\REPOR TS\Travel Plans\Residential TP\121129 Wellesley Residential Tavel Plan - FINAL.docx	N:\Aldershot Urban Extension (2011)\TEXT\REPO RTS\Travel Plans\Residential TP\121129 Wellesley Residential Tavel Plan - FINAL.docx	

WELLESLEY, ALDERSHOT URBAN EXTENSION

Residential Travel Plan

12/12/2012

Client

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WSP House, 70 Chancery Lane, London, WC2A 1AF

WSP Contacts

Sarah Thorneycroft
Andy Winmill

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Appendix A Draft Residential Travel Survey

Figure 1	Site Location
Figure 2	Existing Bus Services
Figure 3	Existing Pedestrian and Cycle Routes
Figure 4	Walking Accessibility and Land Use Plan
Figure 5	Cycling Accessibility and Land Use Plan
Figure 6	Maida Zone - Phase 1: Land parcel location and existing bus, pedestrian and cycle routes
Figure 7	Proposed Pedestrian and Cycle Network Strategy

Executive Summary

Overview

This Residential Travel Plan accompanies a 'Hybrid' planning application submitted by Grainger plc to Rushmoor Borough Council (RBC) for the development of land within Aldershot known as the Aldershot Urban Extension (AUE), hereafter referred to as 'Wellesley'.

Grainger plc seeks outline planning permission for residential development of up to 3,850 dwellings with associated infrastructure including access, and Maida Zone - Phase 1 detail for 228 dwellings at Wellesley (the Hybrid Application). This Residential Travel Plan should be read in conjunction with the corresponding application forms and drawings, along with the suite of documents that support this Hybrid Application. For further details on the Hybrid Application please refer to the Planning Statement.

Wellesley is identified within RBC's Core Strategy as 'an urban extension...providing a sustainable mixed community'. As such, this RTP will help to embed sustainable travel practices into the heart of the new community and to promote and encourage increased travel by sustainable forms of transport, such as walking, cycling and public transport, for all journey purposes.

The location of Wellesley is shown on **Figure 1**.

The development site is a highly sustainable location and benefits from a strong relationship with Aldershot Town Centre, and local access to existing schools, areas of open space and existing and proposed employment areas. A network of pedestrian/cycle links already exists in the vicinity of the site which can be extended into and supplemented by the development to support non-car travel.

Furthermore, the development proposals support high quality public transport provision, particularly to and from Aldershot town centre and Farnborough in accordance with the Aldershot Urban Extension SPD. The development will deliver a range of transport benefits not just to users of the site, but to the wider community, through off-site highway improvements, improved pedestrian and cycle networks, and overall enhancements to the public transport services and infrastructure.

Residential Travel Plan Framework

This RTP has been developed in consultation with Hampshire County Council, Rushmoor Borough Council (RBC), Surrey County Council and the Highways Agency. It complies with both national and Hampshire County Council Travel Plan policies and guidance. In particular, this RTP accords with the detailed principles of the Aldershot Urban Extension Supplementary Planning Document (SPD), detailed in Sections 2.3.15 to 2.3.17 of this RTP. Furthermore, this RTP recognises the potential benefits from a mixed-use development in being able to reduce the overall need to travel outside of Wellesley to access community facilities and local services.

A Travel Plan Coordinator will oversee the implementation and management of the RTP, working closely with the local authority and other key stakeholders, to ensure that measures are delivered on time, that effective monitoring is undertaken to determine the plan's influence on residents travel patterns.

Funding

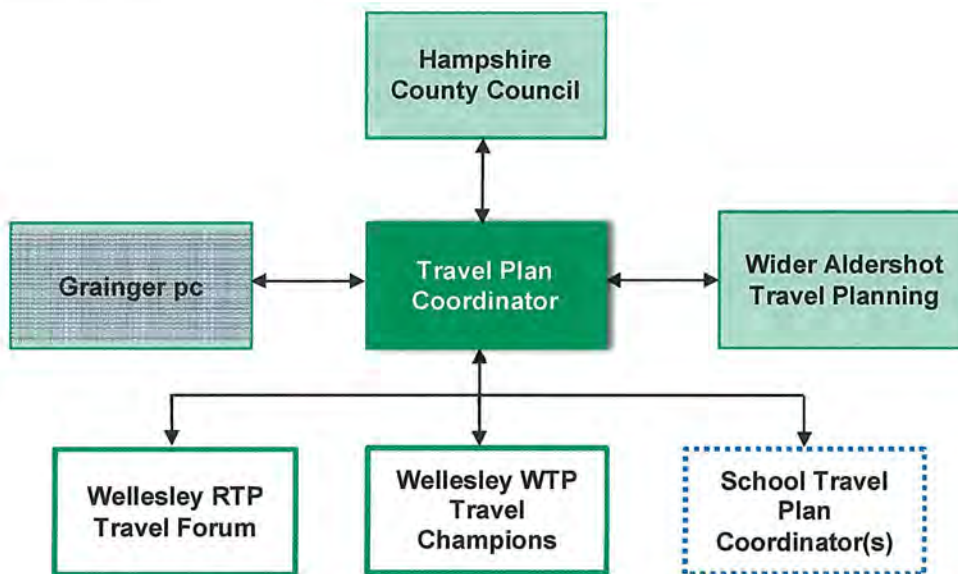
Grainger plc will fund the delivery of all site-wide measures detailed within this RTP in Chapter 8, including site-wide management and monitoring processes.

Management

To deliver the WTP effectively, it will be coordinated through a management structure. This group will be responsible for the implementation and review process of the WTP and will include:

- Grainger plc;
- The Wellesley Travel Plan Coordinator; and
- Representatives from each occupier (Travel Champions).

Wellesley RTP Management Structure



1 Introduction

1.1 Preamble

- 1.1.1 This Residential Travel Plan (RTP) accompanies a 'Hybrid' planning application submitted by Grainger plc to Rushmoor Borough Council (RBC) for the development of land within Aldershot known as the Aldershot Urban Extension (AUE), hereafter referred to as 'Wellesley'.
- 1.1.2 Grainger plc seeks outline planning permission for residential development of up to 3,850 dwellings with associated infrastructure including access, and Maida Zone - Phase 1 detail for 228 dwellings at Wellesley (the Hybrid Application). This RTP should be read in conjunction with the corresponding application forms and drawings, along with the suite of documents that support this Hybrid Application. For further details on the Hybrid Application please refer to the Planning Statement.
- 1.1.3 The location of Wellesley is shown on **Figure 1**.
- 1.1.4 This Residential Travel Plan (RTP) forms part of the Smarter Choices Strategy for the development site, alongside a Workplace Travel Plan Framework, and has been prepared in line with Hampshire County Council's (HCC) 'Guide to Development Related Travel Plans' (January 2009).
- 1.1.5 The travel plans set out clear objectives and include a multi-modal package of measures to encourage all users for each of the land uses (residents, employers, employees, pupils and visitors) of the urban extension to adopt sustainable, low carbon travel behaviour where possible and practical.
- 1.1.6 At the request of HCC, School Travel Plans for the urban extension will not be produced by Grainger plc. Instead these will be produced and monitored by HCC and will be funded from a contribution by Grainger plc. Further details are provided in Chapter 6.

1.2 Background

- 1.2.1 In 2001, development proposals were announced by the Ministry of Defence as part of the Strategic Defence Review for the large scale redevelopment of the Aldershot Military town. Known as Project Allenby/Connaught, it identified 150 hectares (370 acres) of land to the north of Aldershot town centre as surplus to military requirements available for redevelopment.
- 1.2.2 In 2002, Supplementary Planning Guidance for the Aldershot Military town was adopted by Rushmoor Borough council. The document provided guidance for development proposals affecting the entire Military town. In December 2003, a week-long 'Enquiry by Design' (EbD) consultation workshop run by English Partnerships and the Prince's Foundation took place. The event explored several issues involving urban design, energy efficiency, transport links and sustainability which helped form a draft masterplan. After a six week public consultation period (8 Jan 2008 to 18 Feb 2008) Rushmoor Borough Council adopted a finalised SPD, "*Aldershot Urban Extension SPD*" (AUE SPD) on 10 March 2009.
- 1.2.3 This RTP has also been developed having full regard to the following Principles set down within the AUE SPD:
- STA10 – An overarching RTP will be required as part of any planning application for development of the urban extension
 - STA12 – Sustainable Travel Marketing: maximise patronage of bus services as an alternative to private car-based travel for local journeys through marketing to local residents, schools and businesses

1.3 Development Proposals

1.3.1 Wellesley is primarily residential, but looks to provide a number of ancillary and complimentary services available to both new residents and the existing local community. The development proposals consist of:

- 3,850 new homes (35% affordable homes);
- Refurbishment of six listed buildings including Head Quarters 4th Division (HQ 4th Division) and the Cambridge Military Hospital (CMH) as well as a number of local listed buildings;
- Heritage Trail;
- Two Primary Schools;
- Day care facilities;
- A local neighbourhood centre, including a bus interchange (bus stops), new offices, Public House and restaurant, and local shops;
- Household Waste Recycling Facility (HWRF);
- Employment
- 110Ha of SANGS (Suitable Alternative Natural Greenspace);
- New play areas and a local park;
- Allotments; and
- Public access to sports fields.

1.4 Wellesley Residential Travel Plan

1.4.1 This RTP has been developed in consultation with Hampshire County Council, Rushmoor Borough Council, Surrey County Council and the Highways Agency. It complies with both national and Hampshire County Council Travel Plan policies and guidance. Furthermore, this RTP recognises the potential benefits from a mixed-use development in being able to reduce the overall need to travel outside of Wellesley to access community facilities and local services.

1.4.2 This RTP is a requirement of the planning application process, to support the aims of sustainable development and to help mitigate the transport demands and potential traffic impacts of the development proposals. In addition to recognising the need to comply with planning requirements and obligations, Grainger plc is committed to maximising the quality of life for new residents and the surrounding community in Aldershot.

1.4.3 Each of the proposed land uses on the development site requires its own Travel Plan. These are:

- Residential (this document);
- Workplace (accompanying this document); and
- School (to be developed and monitored by HCC).

-
- 1.4.4 This presents the opportunity to ensure a joined up approach to travel planning at Wellesley, to work towards common goals and so that each of the different land uses can benefit from a management structure that encompasses all aspects of the site. As such, a site-wide Travel Plan Coordinator will be appointed to oversee all aspects of travel planning on the development site. This will include working with employers and their Workplace Travel Plans and with HCC and Head teachers in relation to the adopted School Travel Plans.
- 1.4.5 There will also be site wide measures that will be implemented which will be of benefit in supporting and promoting sustainable travel for each of the land uses. For example, a network of connected, convenient and well signposted walking and cycling routes have been identified within the development masterplan and accompanying Transport Assessment Report.
- 1.4.6 The Travel Plan initiatives recommended for Wellesley, as part of this document, will be funded by Grainger plc and will complement the package of sustainable transport measures which form part of the Section 106 agreement. This includes the provision of a site-wide Travel Plan Coordinator.

1.5 Structure of the Residential Travel Plan

- 1.5.1 This document sets out the criteria by which a Travel Plan for Wellesley will be delivered and how it aims to contribute to local and national objectives for sustainable travel.
- 1.5.2 This Travel Plan document is set out in a further nine Chapters as follows:
- Chapter 2: Policy Context;
 - Chapter 3: Travel Plan Aims and Objectives;
 - Chapter 4: Existing Situation;
 - Chapter 5: Development Proposals
 - Chapter 6: Travel Plan Promotion and Measures;
 - Chapter 7: Travel Plan Management;
 - Chapter 8: Targets and Monitoring;
 - Chapter 9: Implementation Action Plan; and
 - Chapter 10: Summary.

2 Policy Context

2.1 Introduction

- 2.1.1 The sustainability of new development has become of paramount importance and a significant amount of guidance has been produced on promoting lower carbon transport options such as walking, cycling and public transport, whilst advocating a reduction of the use of the private car. This section outlines the national and local policy context and best practice guidance under which this RTP has been prepared.

2.2 National Policy Guidance

National Planning Policy Framework (NPPF), (DCLG, March 2012)

- 2.2.1 Adopted on 27 March 2012, and replacing all previous Planning Policy Guidance Notes and Statements, the National Planning Policy Framework (NPPF) seeks to reduce the complexity and improve the accessibility of the planning system, whilst protecting the environment and encouraging growth in a sustainable manner.
- 2.2.2 Transport forms one of the 12 core land use planning principles set out by the NPPF. This principle directs that locations which are sustainable or which can be made sustainable should become the focus for significant development. Opportunities to utilise sustainable modes to their fullest, such as public transport, walking and cycling should be actively taken and these considerations are discussed in this Transport Assessment.
- 2.2.3 As encouraged in the NPPF, Wellesley has been planned in such a way that gives people a real choice regarding their mode of travel. Its proximity to local facilities ensures that sustainable modes can be considered a favourable option for local journeys.
- 2.2.4 Travel Plans are noted in Paragraph 36 of NPPF as an important mechanism to facilitate measures to increase sustainability. As such, there is a requirement for developments which create a "significant" amount of trips to produce a Travel Plan. This Travel Plan supports the proposals and ensures the transport strategy is monitored and managed.

Creating Growth, Cutting Carbon: Making Sustainable Local Transport Happen (DfT White Paper, 2011)

- 2.2.5 The Government's Transport White Paper entitled 'Creating growth, cutting carbon: Making sustainable local transport happen' sets out the Government's vision for a sustainable local transport system that supports the economy and reduces carbon emissions.
- 2.2.6 The Transport White Paper states that action taken locally is best placed to support economic growth and deliver near term reduction in transport-related carbon emissions. This can be achieved by providing people with options to choose sustainable modes for everyday local transport choices to, for example, help boost economic growth by facilitating access to local jobs.
- 2.2.7 Travel Plans are noted as being a key means for promoting travel choices to a wide audience and encouraging a change in travel behaviour towards greater use of sustainable modes of travel.

Delivering a Sustainable Transport System (DfT, 2008)

- 2.2.8 This publication outlines Government's five goals for transport, focusing on the challenge of delivering strong economic growth while at the same time reducing greenhouse gas emissions.
- 2.2.9 These five overarching goals are:
- To support national economic competitiveness and growth, by delivering reliable and efficient transport networks;
 - To reduce transport's emissions of carbon dioxide and other greenhouse gases, with the desired outcome of tackling climate change;
 - To contribute to better safety security and health and longer life-expectancy by reducing the risk of death, injury or illness arising from transport and by promoting travel modes that are beneficial to health
 - To promote greater equality of opportunity for all citizens, with the desired outcome of achieving a fairer society; and
 - To improve quality of life for transport users and non-transport users, and to promote a healthy natural environment.
- 2.2.10 Travel Plans provide an opportunity to support these goals by highlighting and promoting the availability of low carbon transport options to residents and visitors, thereby reducing carbon emissions associated with low journeys.

Making Residential Travel Plans Work: Guidelines for New Development (DfT, 2007)

- 2.2.11 Developed to assist both developers and local authorities, this document sets out some key principles to follow in the preparation of meaningful travel plan documents for new developments. At the heart of the document is the need to build in accessibility to all members of the community, by ensuring that travel plans are tailored to individual sites, addressing all aspects of life that create the need to travel.
- 2.2.12 The Travel Plan Pyramid, below, has been developed to illustrate the key elements of a successful travel plan, which should be built on firm foundations of good location and design.



Good Practice Guidelines: Delivering Travel Plans through the Planning System – (DfT, 2009)

2.2.13 This document defines a travel plan as:

- A long-term management strategy for an occupier or site that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed

2.2.14 The purpose of reviewing the document is to ensure that it remains relevant and effective.

2.2.15 Travel Plans are important for new developments in order to:

- Promote sustainable travel and help to reduce single occupancy car use;
- Encourage effective use of current transport networks;
- Support increased choice of travel modes;
- Promote and achieve access by sustainable modes;
- Respond to growing concern about the environment, congestion, pollution and poverty of access; and
- Promote a partnership between the authority and the developer in creating and shaping 'place'.

2.3 Key Local Guidance

Hampshire County Council – Local Transport Plan 3 (LTP3)

2.3.1 LTP3 contains two main elements, a long-term strategy covering the period from April 2011 to 2031 and a short term three year implementation plan.

2.3.2 The overall vision for LTP3 is a transport strategy that will help Hampshire County Council (HCC) realise:

“safe, efficient and reliable ways to get around a prospering and sustainable Hampshire”.

2.3.3 Chapter 5 of LTP3 identifies a number of larger settlements that are likely to experience growth that will create additional demand for social and physical infrastructure, as well as transport. These areas are Andover, Basingstoke, Farnborough and Aldershot.

2.3.4 Some of the potential options for the Farnborough and Aldershot areas include:

- Targeted measures to improve capacity at congestion bottlenecks and optimise management of the highway network;
- Delivery of the Aldershot and Farnborough Town Access Plans;
- Investment in developing walking and cycling routes;
- Enhancement of existing Quality Bus Partnerships and development of new ones;
- Mitigation of the travel impacts arising from new development, particularly the Aldershot Urban Extension;
- Measures to reduce peak time congestion, such as promotion of workplace travel planning and more flexible working arrangements;
- Continued development of Farnborough Main station into a bus/rail interchange;
- Encouragement of greater use of smaller rail stations in the Blackwater Valley for local journeys
- Investigation of car club development.

Surrey County Council (SCC) Local Transport Plan

2.3.5 The overall vision for Surrey Local Transport Plan is noted below:

“To help people to meet their transport and travel needs effectively, reliably, safely and sustainably within Surrey; in order to promote economic vibrancy, protect and enhance the environment and improve the quality of life”

2.3.6 Based on the vision of The Surrey Transport Plan, SCC has determined four main objectives:

- Effective transport: To facilitate end-to-end journeys for residents, business and visitors by maintaining the road network, delivering public transport services and, where appropriate, providing enhancements
- Reliable transport: To improve the journey time reliability of travel in Surrey
- Safe transport: To improve road safety and the security of the travelling public in Surrey
- Sustainable transport: To provide an integrated transport system that protects the environment, keeps people healthy and provides for lower carbon transport choices

-
- 2.3.7 SCC has a Travel Planning Strategy; to provide travel-planning measures, interventions and self-help support to schools and workplaces in Surrey to make informed choices about their travel.

The Aldershot Town Access Plan (Draft, 2012)

- 2.3.8 The draft Aldershot Town Access Plan (TAP) sets out a vision for how access to facilities and services in Aldershot Town Centre will be improved. The TAP has been developed jointly by Hampshire County Council and Rushmoor Borough Council.
- 2.3.9 The plan identifies issues of accessibility and transport in Aldershot Town Centre and sets out an action plan of potential transport and access improvement measures which could be delivered, subject to available funding.
- 2.3.10 One of the key aims of the TAP is to encourage access by sustainable modes i.e. walking, cycling and public transport.
- 2.3.11 The aims and objectives of the TAP are taken into account in the following Travel Plan and consideration is paid to how Wellesley can support the TAP.

Rushmoor Borough Council (RBC) Core Strategy

- 2.3.12 Rushmoor Borough Council (RBC) adopted its Core Strategy in October 2011, which they believe will successfully deliver sustainable development in the Borough up to 2027.
- 2.3.13 Within Section 5 Vision and Objectives, the vision of the Core Strategy, under the title of Rushmoor Plan Vision – Rushmoor 2027 details the view of Wellesley.
- “An urban extension to Aldershot on surplus public sector land will be delivered, providing a sustainable mixed community of about 4,250 new homes of which a significant proportion will be affordable. This development will provide an exceptional living environment and provide opportunities for improved integration between the military and civilian communities”*
- 2.3.14 In order for RBC to deliver on the vision, it has listed a series of objectives of which, Objectives B (sustainable urban extension) and K (sustainable solutions to movement) are of the greatest importance for the Aldershot Urban Extension and are reflected through this document.

Rushmoor Borough Council (RBC) Aldershot Urban Extension - SPD

- 2.3.15 Rushmoor Borough Council (RBC) has produced a supplementary planning document (SPD) specifically for the Aldershot Urban Extension (Wellesley) proposal. The SPD was adopted on 10 March 2009.
- 2.3.16 Section 7: Transport and Access details the objectives set out by RBC and has split these into relevant sections covering 17 principles. The main objective of section 7: Transport and Access is as follows.
- “To deliver sustainable access and ease of movement, both to and within the urban extension, through the provision of excellent public transport services, and well designed and convenient walking and cycling routes”*

2.3.17 The 17 principles and their main aims and objectives featured in Section 7 are detailed in full within the accompanying Transport Assessment Report. This Travel Plan has been developed to accord with the following principles:

- Principle STA1: Managing Travel Demand
- Principle STA2: Connectivity and Permeability
- Principle STA3: Inclusive Mobility
- Principle STA4: Walking and Cycling
- Principle STA5: Key Trip-Attractors
- Principle STA11: Travel Plans – Overarching Workplace Travel Plan
- Principle STA12: Sustainable Travel Marketing

2.4 Summary

2.4.1 The purpose of this chapter has been to present the key elements of a national and local policy framework that will be supported by the introduction of a Residential Travel Plans for Wellesley.

2.4.2 National, regional and local policies emphasise the need to promote sustainable travel and reduce the amount of trips undertaken by private car for all journey purposes. They encourage developments to provide the opportunity for residents, employees and school children to travel by public transport, cycle or walk for everyday trips.

2.4.3 Travel Planning at this development will directly contribute to both national and local planning and transport policy objectives for promoting a full range of transport options at new developments. This will actively contribute towards delivering sustainable communities and improving people's accessibility to local services and amenities by non-car forms of transport.

3 Travel Plan Aim and Objectives

3.1 Introduction

- 3.1.1 As has been shown in the policy review in Chapter 2, delivering sustainable development and travel patterns is an important objective of both national and local planning and transport policy. This can be achieved by introducing positive measures to encourage modal shift from cars to more low carbon travel options, such as walking, cycling, local bus services and car sharing.

3.2 Travel Plan Aim

- 3.2.1 The aim of this Travel Plan is to provide a tool for the provision of appropriate measures to encourage residents and visitors of Wellesley to switch to lower carbon transport options. This will contribute to a more sustainable development, providing added benefits to the wider community.

3.3 Travel Plan Objectives

- 3.3.1 In light of the objectives set out in the Transport Assessment and the aims of both national and local policy, the Travel Plan objectives are set out below;
1. To support the development of Wellesley as a sustainable community;
 2. To understand the likely travel patterns for all users of the site;
 3. To facilitate and encourage greater use of sustainable transport options in preference to the use of the private car, including walking, cycling and public transport;
 4. To promote community integration;
 5. To protect and enhance the environment in and around the site;
 6. To promote a lifestyle to residents, which includes healthy, low carbon living;
 7. To provide sustainability in all ways including cost, health and environment – reducing the impact on traffic congestion and air quality; and
 8. Continually develop, implement, monitor, evaluate and review the progress of the Travel Plan towards achieving the targets.
- 3.3.2 The above objectives will be achieved by introducing a package of measures that focus on promoting travel to and from the site by sustainable transport as an alternative to the private car. This will encourage residents and visitors to consider lower carbon travel alternatives in everyday journeys.

4 Existing Situation

4.1 Introduction

- 4.1.1 This section sets out existing conditions of the site in relation to public transport, walking and cycling. This is undertaken in order to fully understand the existing opportunities for the promotion of sustainable travel to and from the site and for assessing which additional 'tools' will be required to achieve the objectives set out within the previous chapter. This information is essential for all users of the site including residents, visitors and staff (of the ancillary uses).
- 4.1.2 Furthermore, this chapter provides a summary of the detailed accessibility assessment undertaken as part of the accompanying Transport Assessment Report (TAR). The summary provides an overview of the levels of accessibility to local facilities for education, employment, retail and leisure. This chapter provides a summary of this assessment.

4.2 Site Location

- 4.2.1 Aldershot is situated in the Borough of Rushmoor in north-east Hampshire. Wellesley is located approximately 0.9km to the north of Aldershot town centre; the exact location of the site is shown on **Figure 1**. The land is currently owned by the Ministry of Defence (MoD). The site is located north of the A323 which runs directly through Aldershot town centre. The site is bordered by the A325 to the west, extending as far east as Alison's Road / Thornhill Road. To the north, the site is bordered by the Basingstoke Canal and to the east the site is bordered by the A331.

4.3 Public Transport

- 4.3.1 This section details the current provision for journeys by bus and by rail.

Journeys by Bus

- 4.3.2 A number of bus services operated by Stagecoach South exist in the vicinity of the site, providing a mix of local and inter-urban travel opportunities. Stagecoach's flagship Gold Line 1 service operates directly through Wellesley on Queens Avenue, providing a high frequency connection to Aldershot town centre, Farnborough and Camberley. Other operators in the Aldershot area include Fleet Buzz and National Express, who operate one additional service.
- 4.3.3 Aldershot has an extensive and integrated bus network which allows users to travel between Wellesley and destinations including Bordon, Camberley, Farnborough, Farnham, Guildford, Haslemere, Reading and Yateley. **Figure 2** illustrates the existing bus services operating in and around Aldershot.
- 4.3.4 A summary of local bus services operating from Aldershot Bus Station is provided in Table 4.1. The existing bus stops which are located in the vicinity of the site are also shown on **Figure 2**.

Table 4.1 Bus Services and Frequencies (Source: Operator Timetables June 2012)

SERVICE	ROUTE	Days of Operation	FREQUENCY			First & Last
			AM Peak (mins)	Off Peak (mins)	PM Peak / Evenings	
Local Services						
Gold Route 1 – Stagecoach	Aldershot – Farnborough Main – Camberley	Mon – Sun	Every 7 – 8 mins	Every 10 mins	Every 10 mins / ½ hourly	05:25 / 23:30 – Mon-Fri 06:30 / 23:30 – Sat 08:00 / 21:30 – Sun
3 – Stagecoach	Aldershot - Yateley - Aldershot	Mon – Sat	2 per hr	2 per hr	2 per hr	06:00 / 18:40 – Mon-Fri 07:55 / 18:10 – Sat
4 & 5 – Stagecoach	Northtown - Aldershot - Farnham	Mon – Sun (Sunday – Aldershot to Farnham only)	4 services	4 per hour	4 services / 1 per hr	06:54 / 23:17 – Mon-Fri 07:00 / 23:17 – Sat
15 – Stagecoach	Aldershot - Tice Meadow - Heron Wood	Mon - Sat	Every 15 mins	Every 15 mins	Every 30 mins	07:13 / 18:35 Mon-Fri 07:25 / 17:50 - Sat
17, 18 & 19 – Stagecoach	Aldershot / Farnham / Haslemere	Mon – Sun – 17	1 per hr	1 per hr	1 per hr / 1 per hr	08:30 / 18:40 – Mon-Fri
		Mon – Sat – 18	1 per hr	1 per hr	1 per hr	6:20 / 19:10 – Mon-Fri
		Mon – Fri – 19	1 service	1 per hr	1 per hr	06:30 / 17:50 Mon-Fri
20 – Stagecoach	Aldershot - Guildford	Mon – Sun	4 per hr	4 per hr	4 per hr / 1 per hr	06:15 / 23:03 – Mon-Fri 07:00 / 23:03 – Sat 07:50 / 18:03 - Sun
41 – Countryliner	Farnborough - North Camp - Ash	Mon – Fri	1 service	1 per hr	1 per hr / None	07:37 / 17:09
65 – Stagecoach	Aldershot - Guildford	Mon – Sat	3 services	1 per hr	2 services	07:25 / 16:50
56	Aldershot - Farnborough 6 th Form	Mon – Fri	1 service	n/a	1 service	07:50 / 17:10
70 – Fleet Buzz	Aldershot - Elvetham Heath	Mon – Fri	1 service	1 per hr	1 service	07:50 / 18:05

- 4.3.5 As shown in Table 4.1 above, Stagecoach's Gold Route 1 is the most frequent service operating every 10 minutes during the day and every 7 to 8 minutes during the AM peak along Queen's Avenue through the Wellesley development area. As this route serves Aldershot and Farnborough Main Rail Stations, it is an important commuter service providing excellent transport links to onward destinations served by mainline rail, including London Waterloo, Basingstoke, Alton and Guildford. London Waterloo can be reached by rail from Aldershot in less than one hour.
- 4.3.6 Route 1 is branded as a "Gold" service and forms part of a high investment Quality Bus Partnership between Stagecoach and the local authorities. Currently the vehicles used to operate the route have capacity for 41 seated and 7 standing passengers. They utilise low emissions engines and offer quality interiors, Wifi connections and gold livery.
- 4.3.7 Existing bus stops within the site include Steele's Road, Hospital Road and Queen's Avenue. The services running from Steele's Road bus stop have been summarised in Table 4.2 below.

Table 4.2: Bus Services and Frequencies from Steele's Road (Queen's Avenue)

Service	Route	Days of Operation	Frequency: Weekday			First & Last Service
			AM Peak (mins)	Off Peak (mins)	PM Peak / Evenings	
Local Services						
1 - Stagecoach	Aldershot - Farnborough Main - Camberley	Mon - Sun	Every 10 mins	Every 10 mins	Every 10 mins / ½ hourly	05:29 / 23:34 – Mon-Fri 06:35 / 23:34 – Sat 08:03 / 21:33 - Sun
401 - Stagecoach	Weybournes All Hallows School - Camberley	Mon - Fri	0	0	1 service	15:33
414 - Stagecoach	Southwood - All Hallows School	Mon - Fri	1 service	0	0	08:28
415 - Stagecoach	Fox Lane - All Hallows School	Mon - Fri	1 service	0	0	08:33

- 4.3.8 The provision of routes operating close to the proposed development and which stop at Aldershot bus station ensures there is a great deal of potential for multi-modal journeys. These services will act as an inducement for visitors and employees to consider sustainable travel choices.

Journeys by Train

- 4.3.9 The nearest rail station to Wellesley is Aldershot Rail Station, located approximately 1.6km, equating to a 15-20min walk, south of the proposed development. To the north east there is also North Camp Rail Station, 4.2km from the site, and Ash Vale Rail Station, 5km from the site. As Aldershot Rail Station is the closest to the site, this has been used as the main train access point and has been looked at in more detail.
- 4.3.10 Aldershot Rail Station is operated by South West Trains who operate services to a number of local and national destinations including Alton, Guildford, Ascot and London Waterloo. As described above regular bus services link the site with the rail station, which is located adjacent to Aldershot bus station. Bus shelters are provided adjacent to the station building.
- 4.3.11 Aldershot Rail Station is staffed between the hours 05:30 to 01:15 – Monday to Saturday, and 05:15 to 01:15 on Sundays. The office opening hours are 06:20 to 21:18 Monday to Saturday and 07:35 to 18:55 on Sunday. Self-service ticket machines are available and the station has a covered waiting room, payphone, taxi rank and toilet facilities.
- 4.3.12 For disabled users, the rail station has partial step free access. Platform 1 is fully accessible to wheelchair users. Platforms 2 and 3 are step free only when accompanied by a member of staff. The station also has two disabled parking spaces.

- 4.3.13 Secure covered cycle parking is also available at the station totalling six lockers. There are also 24 un-covered cycle racks. The station has partially covered platforms with seats provided, and real time electronic timetable displays.
- 4.3.14 The average journey time to London Waterloo is 55 minutes from Aldershot Rail Station. A summary of average journey times and peak hour frequencies for direct services to and from Aldershot are shown in Table 4.3.

Table 4.3 Summary of Rail Services from Aldershot Rail Station

ROUTE	OUTBOUND (AM journey)		INBOUND (PM return journey)	
	AM Peak Direct (0700-0800)	Journey Time (minutes)	PM Peak Direct (1700-1800)	Journey Time (minutes)
	Aldershot – London Waterloo	2	47:30	2
Aldershot – Alton	2	20:00	2	20:00
Aldershot – Ascot	2	28:00	1	31:00
Aldershot – Guildford	2	17:00	2	17:00
Aldershot – Ash Vale	5	04:00	4	05:00
Aldershot – Farnham	2	05:00	2	06:00
Aldershot – Woking	3	17:00	2	19:00

Source: National Rail website – June 2012

- 4.3.15 As can be seen from Table 4.2 above, Aldershot Rail Station has good connections with a mainline London station with two services per hour outbound in the morning peak hour and two inbound services in the evening peak hour, providing excellent opportunities to encourage business trips to and from Wellesley by rail.
- 4.3.16 The direct train service towards Woking also provides a link with Clapham Junction, Portsmouth, Weymouth and Basingstoke. With the direct line to Guildford, this provides access to Reading, Redhill and Gatwick Airport. Although it is not a direct service, Gatwick Airport can be reached in approximately 1hr 20mins.

Farnborough (Main) Rail Station

- 4.3.17 At Farnborough (Main) Rail Station, trains are operated by South West Trains to a number of local and national destinations including Fleet, Woking, Basingstoke, Surbiton and London Waterloo. Regular bus services, including Gold route 1, link the railway station with Old Dean, Camberley, Fleet and Aldershot, passing adjacent to Wellesley. Bus shelters are provided adjacent to the station entrance.
- 4.3.18 Self-service ticket machines are available and the station has a covered waiting room, toilets, payphone, coffee shop, a help point, real time electronic display, taxi rank and vending machine.

- 4.3.19 In terms of disabled accessibility, the railway station has full step free access throughout. Both platforms are fully accessible to wheelchair users, with lifts/ footbridge provided for access to Platform 1. The station also has six disabled parking spaces, for which parking charges apply.
- 4.3.20 Table 4.3 shows that Farnborough (Main) rail station has good connections with a mainline London station with four services per hour outbound in the morning peak hour, and four inbound services in the evening peak hour, providing excellent access to employment and leisure opportunities further afield. The average journey time to London Waterloo is 45 minutes. A summary of average journey times and peak hour frequencies for direct services to and from Farnborough (Main) are also shown in Table 4.4 below.
- 4.3.21 The direct line to Basingstoke provides a link with Exeter and South Wales, whilst the direct line to Woking provides access to Heathrow Airport and Portsmouth.

Table 4.4 Summary of Rail Services from Farnborough Main

Route	Outbound (AM journey)		Inbound (PM return journey)	
	AM Peak	Journey Time (minutes)	PM Peak	Journey Time (minutes)
	Direct (0700-0800)		Direct (1700-1800)	
Farnborough – London Waterloo	4	38-43	4	34-53
Farnborough – Basingstoke	4	13-25	4	24-28
Farnborough – Woking	3	10-12	3	9-12
Farnborough – Brookwood	2	7	2	7
Farnborough – Fleet	3	5-6	4	5-6

*Source – www.nationalrail.co.uk June 2012

North Camp Rail Station

- 4.3.1 North Camp rail station is operated by First Great Western. Rail services are provided to a number of local and national destinations including Ash, Farnborough North, Guildford, Reading and Gatwick Airport. Regular bus services link the railway station with Ash and Farnborough, however there are no direct services to Wellesley. Bus stops are located 40m west of the station entrance.
- 4.3.2 Self-service ticket machines are available and the station has a covered ticket office, sheltered waiting areas on both platforms, payphone, real time electronic display and vending machine.
- 4.3.3 For disabled users, the railway station has partial step free access. Platform 2 is fully accessible to wheelchair users. Platform 1 is accessed via the level crossing and a short ramp. The station also has disabled parking provision which is free of charge.
- 4.3.4 Table 4.4 below shows that North Camp rail station provides a direct connection with one of London's largest airports with two services per hour outbound in the morning peak hour, and three inbound services in the evening peak hour. This provides the opportunity for access to a wider range of employment and leisure destinations and opportunities. The average journey time to Gatwick Airport is 63 minutes from North Camp rail station. A summary of average journey times and peak hour frequencies for direct services to and from North Camp is also shown in Table 4.4.

- 4.3.5 The direct services to Reading provide an onward link with Oxford, Birmingham and London Waterloo and direct services to Guildford provide access to Alton, Portsmouth and Brighton.

Table 4.5 Summary of Rail Services from North Camp

Route	Outbound (AM journey)		Inbound (PM return journey)	
	AM Peak	Journey Time (minutes)	PM Peak	Journey Time (minutes)
	Direct (0700-0800)		Direct (1700-1800)	
North Camp – Gatwick Airport	2	55-79	2	56-58
North Camp – Reading	2	27-31	4	26-31
North Camp – Guildford	3	13	3	11-16
North Camp – Ash	3	4	2	4
North Camp – Farnborough North	1	4	3	4

*Source – www.nationalrail.co.uk (June 2012)

- 4.3.6 This review of local rail services has shown the wide variety of options for travel by rail to a range of destinations for employment, retail and leisure purposes. This provides an excellent opportunity to promote and encourage trips by rail as part of a longer journey for all journey purposes to and from Wellesley.

4.4 Pedestrian and Cycle Network

- 4.4.1 Existing footways and cycleways, in addition to proposed enhancements are shown on **Figure 3**.

Existing Pedestrian Facilities

- 4.4.2 A comprehensive and coherent network of footways runs adjacent to the majority of residential roads which are situated to the south and running through the proposed residential development. Access can be gained towards local facilities within Aldershot town centre by a number of these roads, including Hospital Hill, Gun Hill, Middle Hill, and Ordnance Road. Footways are lit and the majority are well maintained.
- 4.4.3 The network of footways within and adjacent to the site provide access to various local facilities such as Aldershot and Farnborough town centres, Connaught School and Wavell School, Lynchford Road shops and Ash Vale Railway Station. The key routes have been audited and the results of this audit are described in detail within the Transport Assessment Report. A summary of these routes is provided below:
- **Queens Avenue and Hospital Hill** provide the main north to south route through the existing site, linking Aldershot town centre to the south and The Wavell School and Lynchford Road to the north. The route includes wide footways and an on-road cycle route along part of its length. The footways are generally well maintained and street lighting is provided along its entire length.

- **Alison's Road and Thornhill Road** link Farnborough Road and Clubhouse Road to the west with Government Road and Ordnance Road to the east. At present this forms the main east to west traffic route through the existing MOD site and as part of the development will provide access to SANGs, the existing cycle route on Farnborough Road and towards Ash Vale railway station. Alison's Road and Thornhill Road have a good provision of footway and street lighting along the majority of the route.
- **Ordnance Road** runs along the eastern side of the development, linking Thornhill Road and Government Road to the A323. As a result, it is likely that this route would be used as access to and from Aldershot town centre and railway station from this part of Wellesley. Generally, the surface quality of the footway along Ordnance Road is good and there is street lighting along the entire route. However, there are no on-road or off-road cycle facilities provided.
- **Gun Hill** links Hospital Road with the A323 and Aldershot town centre. It is also the address of Talavera Junior School. Footway provision along this route is good (2m wide) and there is street lighting.
- **Middle Hill** links Hospital Road with the A323, and provides a direct pedestrian route to Aldershot town centre. Middle Hill is a residential street which forms part of Talavera Park and as a result has a good provision of footways (2m wide) and street lighting.
- **Knollys Road and Badajos Road** link Hospital Hill and Willems Avenue, providing a route between Wellesley and Tesco Superstore. Due to the residential nature of this route, footway provision is generally good and there is street lighting along the entire route.
- The **A325 Farnborough Road** links Aldershot and Farnborough along the western edge of Wellesley, with existing pedestrian and cycle access points at Knollys Road and Alison's Road. Each of these access points join the existing shared-use path on the eastern side of the A325, which links the southern edge of Aldershot and Farnborough town centre. This route is likely to become well used by pedestrians and cyclists wishing to access the sports pitches and SANG areas to the west of Wellesley, Aldershot town centre (via Willems Avenue), The Wavell School, Farnborough College, and Farnborough town centre and railway station.
- The **A323 Wellington Avenue / Ash Road routes** east to west between Aldershot town centre and the existing MOD site, linking the A325 Farnborough Road with the A331. Due to the north to south links between Wellesley and Aldershot town centre, it is not anticipated that the A323 will be heavily used in connection with Wellesley other than to access Connaught School or Ash Road Industrial Estate. There is a good standard of footway and street lighting along the entire route, but no on-road or off-road provision for cyclists.
- **Government Road** is located to the north east of the main development site linking Ordnance Road and Thornhill Road to Lakeside Road in Surrey. In the future this route will be used to access the Camp Farm Lake SANG.
- **Lynchford Road** is located at the northern end of Queens Avenue, providing an east to west connection between A325 Farnborough Road, A331 and North Camp Railway Station. In addition to being used as an access route for pedestrians and cyclists wishing to access the railway station at North Camp, Lynchford Road also contains a number of shops which are likely to be used by residents of Wellesley.

- 4.4.4 These routes will help provide residents and visitors of Wellesley with a high quality pedestrian and cycle network that will connect dwellings with key local facilities and, therefore, help to support and encourage more journeys on foot and by bicycle.

Existing Cycle Facilities

- 4.4.5 Rushmoor Borough Council (RBC) has specifically identified three cycle routes in the Aldershot area. These can be seen on **Figure 3** and are described below:

■ **Queens Avenue**

- There is an on road cycle route along Queens Avenue and an off road cycle route along Farnborough Road. Both routes head towards Aldershot town centre and also support connections to North Camp and Farnborough.

■ **Wellington Avenue**

- There are on and off road cycle routes around Wellington Avenue, in addition to on road cycle routes along Station Road. Around Sheridan Close there is a small section of a designated cycle route which uses both on and off road cycle lanes.

■ **Lower Farnham Road**

- There is an on road cycle route along Ash Road, leading into an off road cycle lane along Lower Farnham Road. A quieter on road cycle lane goes along Tongham Road for connections to Connaught School and through to an off road cycle route heading towards Tongham. There is also a small on and off road cycle route very close to Boxhalls Lane.

4.5 Accessibility

- 4.5.1 The accompanying Transport Assessment Report provides a detailed overview of accessibility for pedestrians and cyclists between Wellesley and key local facilities for education, employment, leisure and retail purposes. Table 4.6 below provides a summary of the key local facilities, their distance from the heart of the site and the journey times on foot, by bicycle and by public transport. For geographical context, this information is shown on **Figure 4** for walking and **Figure 5** for cycling.

Table 4.6 Summary of Pedestrian and Cycle Accessibility to Local Facilities and Journey Times on Foot, By Bicycle and By Bus from Wellesley

NEAREST FACILITY	Distance	ON FOOT	BY BIKE	Bus
		Journey Time On Foot	Journey Time by Bike	
Schools and Colleges				
Queen Mary's Nursery	0.3km	4m	1m	
Talevera County Infant School	0.5km	6m	2m	
Belle Vue Infant School	1.3km	16m	4m	
St Joseph's Catholic Primary School	1.6km	20m	5m	

Beaumont Junior	1.1km	14m	3m	Route 1 20 minutes
Newport Junior School	1.6km			Route 1 or 3 30 minutes
Wavell School	2.9km	36m	9m	Route 1 Inc 600m walk 22 minutes
Farnborough College of Technology	3.8km	48m	15m	Route 1 20 minutes
University College for Creative Arts, Farnham	8.5km	1hr46m	30m	Routes 1 or 46 38 – 40 minutes
Employment				
Aldershot Town Centre		15-20m	4m	
Aldershot rail station for access to employment further afield				
Southwood Business Park	8km	1hr40m	24m	
Invincible Road Industrial Estate	5.8km	1hr13m	17	
Farnborough Airport	2.9km	36m	10-15m	
Frimley Park Hospital	8.2km	1hr43m	25m	Route 1 40 minutes
Gresham Industrial Estate / Fairfax Industrial Estate	Off North Lane	44m	10-15m	Routes 1 or 5 22 minutes
Retail Facilities				
Aldershot Town Centre – Wellington Shopping Centre and The Galleries	1.5km	16m	4m	Route 1 10-15minutes
Tesco	1.1km	14m	3m	Route 1 + 500m walk 20 minutes
Convenience Stores – Victoria Road	0.8km		10m	
Kingsmead Shopping Centre, Farnborough	5.1km	64m	15m	Route 1 23 minutes
Leisure & Community Facilities				
Connaught Leisure Centre	4.3km	54m	13m	

Hollybush Park	3.2km	40m		
Aldershot Town Football Club	1.4km	18m	4m	Route 1 20 minutes
Aldershot Ski Centre	1.8km	20m	5m	

4.6 Hampshire 'My Journey' (HSTT) Programme

- 4.6.1 Hampshire County Council is aiming to reduce congestion with a sustainable transport and travel awareness campaign - 'My Journey' - which will be funded from the £4.1m grant received from the Government's Local Sustainable Transport Fund.
- 4.6.2 The 'My Journey' campaign will highlight the many activities planned as part of the Hampshire Sustainable Transport Towns project, which aims to increase people's use of sustainable and public transport and reduce congestion on our roads by ten per cent. Initially, 'My Journey' activities will be carried out in Aldershot, Andover, Basingstoke, Farnborough, Fleet and Winchester.
- 4.6.3 The continuation of this programme would provide an excellent opportunity for initiatives to be promoted at Wellesley.

4.7 Town Access Plans

- 4.7.1 The draft Aldershot Town Access Plan (TAP) sets out a vision for how access to facilities and services in Aldershot Town Centre will be improved. The TAP has been developed jointly by Hampshire County Council and Rushmoor Borough Council.
- 4.7.2 The plan identifies issues of accessibility and transport in Aldershot Town Centre and sets out an action plan of potential transport and access improvement measures which could be delivered, subject to available funding. Once delivered, these facilities will benefit occupants of Wellesley by supporting safe and sustainable travel to and from the site and the town centre.

4.8 Summary of Opportunities

- 4.8.1 It is evident that the site enjoys good accessibility to local facilities, many of which can be accessed by sustainable modes of travel. In addition, the proposed ancillary land uses on the site will further increase the level of accessibility to key land uses including convenience retail, which could be particularly important for reducing car trips made during lunchtime periods.
- 4.8.2 The design of the site, coupled with the Parking and Public Transport Strategies will further help to provide for and encourage sustainable travel habits from the outset.
- Furthermore, this review has shown that the following additional opportunities exist to support sustainable travel to, from and within the site:
 - Frequent bus services operating in the vicinity of the development site
 - providing opportunity for residents in the wider local area to access the site for employment
 - providing access to the rail station to promote business travel to and from central London and other local and regional destinations; and
 - Frequent rail services to and from London Waterloo for business travel;

-
- Rail service connections providing access to Gatwick Airport, should this be required for business travel;
 - Excellent facilities at Aldershot rail station for arrival and exit by all modes:
 - Bus stops located adjacent to rail station;
 - Secure cycle parking facilities; and
 - Disabled access.
 - Comprehensive network of existing pedestrian and cycle ways, providing access to on-site employment locations for residents of the site and wider local area;
 - Hampshire 'My Journey' programme: and
 - Range of convenience retail facilities within a 15 minute journey time on foot and by bicycle from the centre of the development site – to encourage localised convenience trips by sustainable modes, particularly during lunch breaks.

4.8.3 These opportunities will be built upon within this travel plan to support resident's options for travelling using healthy, sustainable and low carbon options as an alternative to travelling alone by car.

5 Development Proposals

5.1 Introduction

- 5.1.1 The Travel Plan Pyramid (Making Residential Travel Plans Work: Guidelines for New Development, DfT, 2007) shows that a good development related Residential Travel Plan is built on the foundations of a **good location**; proximity to existing facilities and services and **site design**; public transport infrastructure, facilities to reduce the need to travel, parking provision and off-site measures.
- 5.1.2 This chapter provides a summary of the development proposals, detailed in full within the Transport Assessment Report, which illustrate that Wellesley has been designed with location and facilities to reduce the need to travel at its heart.

5.2 Wellesley Proposals

- 5.2.1 The development proposals for Wellesley comprise:
- 3,850 new homes
 - 35% affordable homes
 - Refurbishment of six listed buildings including 4th Div Head Quarters and the Cambridge Military Hospital as well as a number of local listed buildings
 - A new heritage trail
 - Two new primary schools
 - Day care facilities
 - A local centre new offices providing new offices, Public House and restaurant, and local shops
 - Community and leisure facilities
 - Household Waste Recycling Facility (HWRF)
 - Employment
 - 110Ha of SANGS (Suitable Alternative Natural Greenspace)
 - New play areas (NEAP) and a local park
 - Allotments
 - Public Access to sports fields.
- 5.2.2 Through the provision of the mix of land uses at Wellesley and detailed above, the Transport Assessment Report details how this will result in a high level of internalisation i.e. trips beginning and ending within the development for a range of trip purposes, including for leisure, employment and education.
- 5.2.3 By allowing future residents access to two new primary schools, day care facilities, a neighbourhood centre, employment and retail uses within the development area, the need to travel externally by car is reduced. The land use proposals outlined above therefore have a strong potential to support more sustainable, low carbon travel patterns.

5.3 Wellesley – Maida Zone, Phase 1

- 5.3.1 In parallel to the outline planning application (OPA) for the full Wellesley development, a detailed planning application for Maida Zone - Phase 1 of the scheme will also be submitted. This hybrid application has been taken forward to highlight and provide an example of the development principles that will form the basis of the whole Wellesley site.
- 5.3.2 The Maida Zone - Phase 1 parcel, shown on **Figure 6**, will look to deliver up to 228 dwellings with associated accesses and internal road networks. The Maida Zone - Phase 1 scheme will look to be accessed off Queen's Avenue. The development description for Maida Zone - Phase 1 is outlined below;
- *Full planning application for the development of Maida Zone - Phase 1 comprising 228 dwellings, demolition of buildings, internal roads, garages, driveways, pathways, boundary treatment, pedestrian/ cycleways, associated parking spaces, SuDS, associated amenity space, hard and soft landscape works and full details of engineering operations associated with infrastructure requirements and service provision for this phase.*
- 5.3.3 This RTP has been developed to support the detailed planning application for Maida Zone - Phase 1, but also provides an overarching strategy to support the ongoing development of Wellesley to full completion in 2026. As such, the following chapters, which identify measures, management, targets and monitoring, have been developed having the full development in mind.

5.4 Parking Standards

- 5.4.1 Parking standards for Wellesley are defined within the accompanying Transport Assessment Report.

5.5 Public Transport

- 5.5.1 A Public Transport Strategy has been prepared to accompany the Transport Assessment Report, which provides information on a preferred strategy for enhancing local bus service provision to, from and within the development. The Public Transport Strategy outlines these proposals in detail, but in summary proposes a phased core bus service which will accommodate trips between Wellesley and central Aldershot, (including the rail station) and Farnborough (including the rail station), is presented below;
- 2013/14 to 2017/18 - Utilisation of existing Gold Route 1;
 - 2018/19 to 2019/20 - Utilisation of existing Gold Route 1 and provision of new 30 minute service via Queens Avenue to Aldershot, Farnborough (Main) Rail Station; and
 - 2020/21 onwards - Utilisation of existing Gold Route 1 and provision of new 20 minute service via Wellesley development to Aldershot, Farnborough (Main) Rail Station
- 5.5.2 In addition, the Public Transport Strategy has developed a phased approach to provide for secondary educational trips within Wellesley, being;
- 2013/14 to 2016/17 - Utilisation of existing Gold Route 1 and Service 15;
 - 2017/18 to 2023/24 - Utilisation of existing Gold Route 1 and Service 15 combined with provision of a contracted double decker specifically for school journeys; and
 - 2024/25 onwards - Utilisation of existing Gold Route 1 and Service 15 combined with a contracted double decker and a mini-bus specifically for school journeys.

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- 5.5.3 The combination of these bus services will help to support trips for leisure, employment, retail and education, within, to and from Wellesley.

5.6 Walking and Cycling Strategy

- 5.6.1 Based on the assessments of the existing pedestrian and cycle network a strategy of improvements is proposed that removes barriers between the site and key trip attractors and encourages walking and cycling to these locations through the provision of safe and attractive routes. This strategy includes access routes between Wellesley and Suitable Alternative Natural Greenspace (SANGS) which are included as part of the master plan, and aims to provide a comprehensive pedestrian and cycle network both within the masterplan and to and from surrounding areas. Furthermore, pedestrian and cycle schemes discussed in the Aldershot Town Access Plan (TAP) that are relevant to the development have been identified.
- 5.6.2 A plan of the pedestrian and cycle network strategy is shown on **Figure 7**.
- 5.6.3 Throughout Wellesley, a series of primary and secondary pedestrian and cycle routes will be constructed as part of the proposed highway network to provide excellent links both within the site and to key trip attractors in the surrounding area. Queen's Avenue, Alison's Road and Thornhill Road will provide shared-use paths of adequate width to safely cater for pedestrian and cycle use. In addition to these routes provided adjacent to the highway, a shared-use path will be constructed along the existing Stanhope Lines between Farnborough Road to the west and Gallwey Road to the east.
- 5.6.4 The secondary network will consist of all other highway links within Wellesley, including footways of at least 2m wide and will be suitable for on-road cycling without dedicated cycle lanes. These will be designed using principles contained within Manual for Streets, providing attractive routes for walking and cycling with excellent permeability.
- 5.6.5 In addition to the provision of a primary and secondary pedestrian and cycle network a comprehensive wayfinding strategy will also be developed to direct users between various parts of Wellesley and destinations such as Aldershot town centre and railway station, Aldershot Health Centre, Tesco, Westgate, The Wavell School and Connaught School.

5.7 Inclusive Mobility

- 5.7.1 In accordance with Principle STA3 of the Rushmoor Borough Council (RBC) Aldershot Urban Extension Supplementary Planning Document, which requires that "all public, commercial and education uses within the urban extension are accessible for people with disabilities", Wellesley is being designed with all users in mind, particularly those with mobility impairments. Access points to all buildings will be compliant with the Equality Act 2010 and public transport vehicles will be provided with low floor access.

6 Travel Plan Promotion and Measures

6.1 Introduction

- 6.1.1 Having outlined the aim and objectives of the RTP and examined the opportunities presented by the development site for facilitating trips on foot, by bike and by bus, there are potentially a wide range of different measures that can be implemented to meet them.
- 6.1.2 This section outlines the range of measures that will be implemented as part of this plan. The measures presented are anticipated to be relevant to the scale of development and have the greatest potential for encouraging the use of sustainable transport modes amongst residents. They have been identified having regard to the Residential Travel Plan Pyramid, discussed in Chapter 2 and reproduced below. An indication of where each component of the pyramid has been discussed is provided alongside.



- 6.1.3 The development proposals discussed in Chapter 5, which sets out the sustainable travel infrastructure that be provided on site, shows that this RTP is based the firm foundations of sustainable location and a high quality, sustainable travel focussed built environment. The remainder of this chapter discusses the additional measures that build up the remaining tiers of the pyramid in relation to 'Coordinator', 'Services and Facilities' and 'Promotional Strategy'.

Coordinator
To develop further measures and oversee the plan on an ongoing basis

6.2 Management - Coordinator

- 6.2.1 Defining a management structure for the RTP is critical to its effective implementation and ongoing success. Further details on this are provided in Chapter 7. Grainer plc will appoint a Travel Plan Coordinator (TPC) to oversee all aspects of the RTP through development completion and to the end of the monitoring process. Furthermore, this TPC will provide advice and assistance for the Workplace Travel Plans adopted on site and will work with HCC in relation to School Travel Plans. Developing a close link with HCC, public transport operators and community stakeholders will help with identifying town-wide opportunities and linking travel plan initiatives with other sites.

6.3 Services and Facilities

Services & Facilities
public transport, car clubs,
parking management, sub-site
travel plans etc.

Residential sales staff training

- 6.3.1 Training will be provided to all sales staff that will be responsible for meeting with prospective residents at Wellesley. The training will focus on ensuring all sales staff are familiar with the objectives of the RTP and are able to communicate to a prospective buyer the sustainable travel opportunities available.
- 6.3.2 This will help to promote the sustainable characteristics of the site to prospective buyers and help to ensure that all new residents of the development are aware that sustainable travel information will be available to them, including prior to occupation.
- 6.3.3 Sales and marketing literature aimed at prospective buyers of homes will highlight the sustainable nature of the development in terms of its location and connectivity to the surrounding local area.

Sustainable travel information pack

- 6.3.4 Upon occupation of the development, residents will receive a 'Sustainable Travel Information Pack'. Through the information provided in the pack, residents of the development will be in a better position to make informed choices about how they choose to travel to and from the development. The pack will include;
- An overview of the objectives and structure of the RTP, why the scheme is in place, and what advice is available on sustainable travel options;
 - The benefits that having a travel plan brings, to individuals, the community and to the environment;
 - What incentives are being offered to residents to encourage sustainable travel;
 - Contact details of the TPC, should they have any transport or travel problems, or ideas they wish to discuss;
 - Up to date public bus and rail timetables. If necessary these will be simplified and produced as pocket guides to make them easier to use and to carry in everyday travel;
 - How to access and register with the countywide car share database;

- Pedestrian and cycle route maps from the development to and from the surrounding area, including access to the nearest local facilities (such as schools, doctors and dentist surgeries, the post office etc.), the bus and rail stations;
- Detail relating to the Wellesley Travel Apps, and how to request a pedometer as an alternative;
- Details of local taxi companies;
- Details of local retail outlets that provide home delivery services;
- Details on how to get involved in the on-line discussion forums through the Portal;
- Trial travel vouchers application form;
- Brief summary note about the status of local School Travel Plans, including any noteworthy initiatives that have been or are planned to be implemented; and
- Information on which broadband providers are available from the exchange serving the site and their residential unit.

6.3.5 Information packs will be provided to all new occupiers for the first five years following occupation. This will include new occupiers to dwellings which are sold within this period. This will be achieved by liaison with residents and local estate agents. The TPC will be responsible for the compilation and maintenance of the information provided within the information packs.

Personal Travel Planning

- 6.3.6 An advisory leaflet will be provided in the Travel Information Pack to explain to new residents the available sustainable transport options advocated in the Travel Plan and that if they wish, they may contact the TPC directly to discuss specific travel needs. The TPC will then use the information discussed to prepare a 'Personal Travel Plan' for that resident free of charge. The Personal Travel Plan will be based on individual lifestyles and in light of the available transport options for stated everyday journeys.
- 6.3.7 This process will allow residents to consider how they currently travel and promote alternative methods for their journeys to work, school and when accessing other local amenities. Personalised journey planning will also make residents who might not otherwise use public transport realise there are local services available that can suit their needs.
- 6.3.8 The TPC is responsible for promoting the availability of this measure and residents will be encouraged to contact the TPC if they have any specific sustainable travel related queries.
- 6.3.9 Additionally, the site developers will equip all new houses with broadband compatible telephone connection points, to enable residents to subscribe to broadband services, which will help facilitate working from home, internet shopping and assist in identifying car share companions.

Online Sustainable Travel Portal

- 6.3.10 Grainger plc will be responsible for the creation of a dedicated online sustainable travel portal for Wellesley that will focus on providing appropriate, up-to-date information on sustainable travel options for accessing the development site. This will include detail relating to the employment and educational components of the site.

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- 6.3.11 The portal will serve as an interactive 'one-stop-shop' for the dissemination of site-wide sustainable travel information to residents, as well as acting as a source of information for visitors. Information on the website will include details of local public transport routes, local amenities and facilities, walking and cycle maps and a link to online car sharing opportunities.
- 6.3.12 The website will also provide links to other websites such as Traveline and Transport Direct so as to encourage residents to plan their journeys using sustainable transport.
- 6.3.13 Appropriately monitored discussion forums will also be set up to allow comments and discussions on travel and transport within the development. It is likely that Twitter and Facebook accounts will also be developed to enable the TPC to market events and receive feedback from residents.
- 6.3.14 Grainger plc will fund the portal, including management by the Travel Plan Coordinator and any upgrades and or alterations to the site as necessary and as required, throughout the build out of the site to completion. The current development schedule anticipates that this will be achieved by 2026. Prior to actual completion year, the Travel Plan Coordinator will work with Hampshire County Council and Rushmoor Borough Council to establish the ongoing benefit of the portal and how it might continue beyond this period.

Wellesley Smart Phone Travel App

- 6.3.15 The TPC will work to develop a Wellesley Travel App, utilising all available technology to enable employees, and residents, to gain instant access to helpful travel information. For example:
- A step counter and calorie counter for walkers;
 - 'QR' technology at bus stops which when scanned would provide real time bus information; and
 - 'QR' technology on wayfaring posts which when scanned would provide an interactive map, showing the users current location and highlighting local points of interest.
- 6.3.16 Residents without access to a smart phone, or those wishing to use an alternative to smart phone technology, will have the opportunity to request a pedometer from the Travel Plan Coordinator. This information, including information on how to contact the Travel Plan Coordinator, will be provided in the Sustainable Travel Information Pack.

Electric vehicle charging points

- 6.3.17 The technology behind electric vehicles is at a point where they now provide a much better range and level of performance than early incarnations. From being produced by specialist companies they have now moved to mass production by the world's major manufacturers, with fully electric cars being released by Nissan, Peugeot, and Renault by mid-2011 and other companies in the following years.
- 6.3.18 By providing a number of secure charging points within the development, at the neighbourhood centre, for example, those who feel that they need a vehicle may be encouraged to choose an electric car. This offers a social benefit of zero harmful emissions from the vehicle. There are personal benefits for the owner of the vehicle as it will be exempt from road tax and the London Congestion Charge. Since January 2011, the government has been offering a grant of up to £5000 to be used towards the purchase of a fully electric vehicle.
- 6.3.19 The installation of charging points within the neighbourhood centre, for example would put Wellesley at the forefront of the promotion of zero emission vehicle use in the locality.

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- 6.3.20 Therefore, Grainger plc will review the benefits and viability of introducing some electric charging points for vehicles within the development. This will serve as an added incentive for local residents to consider electric vehicles, thereby reducing vehicle emissions, as they will have opportunity to charge the vehicles at their end destination.

Measures to Promote Public Transport Use

Enhanced Public Transport Services

- 6.3.21 A Public Transport Strategy has been prepared to accompany the Transport Assessment Report, which provides information on a preferred strategy for enhancing local bus service provision to, from and within the development. The Public Transport Strategy outlines these proposals in detail, but in summary proposes a phased core bus service as follows:
- 2013 to 2017 - Utilisation of existing Gold Route 1;
 - 2018 to 2020 - Utilisation of existing Gold Route 1 and provision of new 30 minute service via Queens Avenue to Aldershot and Farnborough (Main) Rail Station; and
 - 2021 onwards - Utilisation of existing Gold Route 1 and provision of new 15 minute service via Wellesley development to Aldershot and Farnborough (Main) Rail Station
- 6.3.22 In addition, the Public Transport Strategy has developed a phased approach to provide for secondary educational trips within Wellesley, being:
- 2013/14 to 2016/17 - Utilisation of existing Gold Route 1 and Service 15;
 - 2017/18 to 2023/24 - Utilisation of existing Gold Route 1 and Service 15 combined with provision of a contracted double decker specifically for school journeys; and
 - 2024/25 onwards - Utilisation of existing Gold Route 1 and Service 15 combined with a contracted double decker and a mini-bus specifically for school journeys.
- 6.3.23 The combination of these bus services will help to support trips for leisure, employment, retail and education, within, to and from Wellesley.

Bus/Rail Service Information

- 6.3.24 Details of public transport services serving the development area will be publicised to all residents, including route, fares and timetable information. This information will be disseminated directly to residents via a range of media, but specifically via the Wellesley travel portal website and sustainable travel information packs.
- 6.3.25 It is possible that bus stops within Wellesley could use the current 'QR technology' so that users can simply scan the code access real time travel information associated specifically with that bus stop.

Trial Travel Vouchers

- 6.3.26 Many people have adverse perceptions of public transport which aren't based on personal experience or that are based on an experience that occurred some years ago before significant enhancements to public transport services occurred.
- 6.3.27 Travel vouchers are an excellent way of encouraging people to use different forms of public transport that they wouldn't ordinarily try. Trial travel vouchers may alter people's perceptions of public transport for the better, leading them to continue using public transport beyond the end of the trial period.
- 6.3.28 Therefore, residents will be offered a ticket for one month's free travel on local bus services operating via Wellesley, with the cost being met by Grainger plc. To be eligible for this, residents will be required to complete and return a form provided by the TPC. These forms will be included with the Travel Information Pack, with a letter explaining the scheme and detailing which tickets they can claim. Detailed discussions will be held with HCC prior to occupation to determine the exact method by which residents can then enjoy free travel on local bus services.

Promoting Cycling and Walking

Site-Specific Walking and Cycling Maps

- 6.3.29 To demonstrate to residents how local facilities and services can be reached on foot or by bicycle, site-specific walking and cycling maps will be produced by the TPC and distributed along with the Travel Information Packs to all residents.
- 6.3.30 These maps will be produced with Wellesley as the central point of focus, with all key local facilities and services clearly illustrated within time bands showing average walking and cycling journey times. This will demonstrate how accessible these destinations are within a given travel time, and will therefore support the uptake of walking and cycling for short journeys from the development.
- 6.3.31 As detailed above, the TPC will work to develop the Travel App. Potentially this could use available technology to locate the employee and providing interactive mapping, which would include cycle parking locations to assist with undertaking journeys. A separate App might also include a step and calorie counter for journeys undertaken on foot.

Promotional Events

- 6.3.32 The RTP will actively encourage walking and cycling amongst residents at Wellesley. The promotion of cycling and walking throughout the year will be undertaken through involvement in national activities. The TPC will gauge interest in events and see what hot topics are from feedback mechanisms through the Sustainable Travel Portal. The Wellesley TPC will also use the Portal to gauge interest in events.
- 6.3.33 The TPC will also look into the potential to secure the services of a 'bike doctor' to arrange a surgery-style session at Wellesley for residents who require their bicycles to be fixed or serviced. Other promotions could be linked to the 'Bike Week' event including securing discounts on the purchase of a new bicycle or bicycle accessories from a local retailer. The TPC will look into the potential for this as part of the event.
- 6.3.34 The TPC will also organise a walking club amongst residents at Wellesley. This will include arranging occasional leisure walks to destinations surrounding Aldershot so that residents become familiar with walking to and from the site and to support healthy and active lifestyles.

Wellesley Way-Finding

- 6.3.35 Place making specialists 'Thinking Places' are creating the strategy for Wellesley and way-finding, or direction markers, will be provided throughout the development site to assist pedestrians and cyclists to make their journeys more easily. The way-finding strategy will complement the proposals for way-finding within the Aldershot TAP for implementation across the wider Aldershot area.
- 6.3.36 Markers will direct pedestrians and cyclists to local facilities within Wellesley and to Aldershot town centre and North Camp. They will give information on distance and approximate travel time.
- 6.3.37 Markers could use the current 'bar-code' technology which would enable smart phone users to scan the QR on any given marker, which would then provide them with a mapped location within the development. The map could also highlight points of interest.

Promoting Car Sharing

- 6.3.38 To ensure the most efficient use of cars that do travel to and from the site, residents will be encouraged to car share wherever possible. This will help to reduce the overall number of car journeys being made in the first instance, whilst encouraging a pattern of more efficient car use amongst residents.
- 6.3.39 Car sharing schemes encourage individuals to share private vehicles for particular journeys. Car sharing can be both formal and informal. Informal car sharing operates between individuals and neighbours and formal car sharing is defined by a more elaborate approach to trip matching, often focussed on the commuting journey.
- 6.3.40 Information about existing local car sharing groups will be disseminated to residents through letter drops, sustainable Travel Information Packs and notice boards. There are a number of car sharing schemes operating within Hampshire, but it is considered that only one should be promoted to residents at Wellesley so as not to dilute the opportunity for trip matching. As such, the following scheme will be promoted:
 - Hantscarshare – part of the Liftshare network (<http://hants.liftshare.com/>)
 - Free to join
- 6.3.41 In addition to this a car sharing promotional event will be held at Wellesley to boost the uptake of car sharing within the community.

Car Club

- 6.3.42 The TPC will undertake a feasibility study to determine the suitability for a dedicated car club. A car club offers members the use of a car, for a yearly membership fee, so that members have access to the use of a car without any of the cost and hassle of owning it themselves.
- 6.3.43 An existing car club operator, such as ZipCar, the nearest operator to Wellesley with vehicles located in Guildford, will be approached to manage the scheme. If it is deemed that this site provides the right characteristics to support a car club, Grainger plc will provide the first year's membership to the club free of charge (one membership per dwelling). The TPC will also undertake an assessment to determine the viability of this scheme on an area wide basis i.e. to incorporate other residential developments nearby as developments progress.

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- 6.3.44 However, even considering the scale and nature of the development, WSP consider that it is unlikely that a car club will be suitable for Wellesley. Should a car club not be feasible, the TPC will promote WhipCar as an alternative option. This scheme is based on a car rental scheme, but allows private car owners to offer up their vehicles when they are not in use in return for payment. All insurances associated with this scheme are held by WhipCar.

Safe routes to school

- 6.3.45 The introduction of a 'Safe Routes to School programme' will be informed through the school travel planning work, to be undertaken by HCC. The TPC will work with HCC and the local schools to help develop a specific programme. This programme can contain a number of elements.
- 6.3.46 Education will play a significant part, with children given safety and awareness training and also taught about the benefits of exercise and using an 'active' mode to get to and from school.
- 6.3.47 Practical measures could also be used, for example a 'Walking Bus'. This follows the same route to school each day, picking children up on the way. Specially trained parents or assistants stand at the front and back of the 'bus' to ensure the safety of all children, with both adults and children wearing reflective tabards to ensure high visibility.
- 6.3.48 Cycling proficiency classes will be offered at schools, being run by a trained course leader. These courses will cover cycling on the road, road safety and basic cycle maintenance.

6.4 Ongoing promotion and marketing



- 6.4.1 In the first instance, a Travel Plan information board will be located within the sales office to raise awareness of residents and visitors of the available alternative transport choices and highlight further the benefits of sustainable travel associated with the development location. Plans of local pedestrian and cycle routes and the nearest bus stops will also be posted on this board.
- 6.4.2 Going forward, the TPC will utilise the Sustainable Travel Portal to coordinate appropriately monitored forums to allow for both positive and negative feedback with regard to the Travel Plan. The group will be open to all occupants of the site, including residents, employers and school representatives. The TPC will then monitor the progress of this group and assess what is and is not working for this development. Any resulting Travel Plan initiatives will then be communicated and promoted to the forum.
- 6.4.3 The TPC will also undertake to set up a wider RTP forum for Aldershot in association with other developers and their appointed coordinators to share information and ideas.

6.5 Summary

- 6.5.1 A summary of the aforementioned measures that will be delivered by Grainger plc through the RTP is provided in Table 6.1 below. Grainger plc will appoint a Travel Plan Coordinator to take overall responsibility for the Travel Plan and ensure direct implementation of the proposed measures.

6.5.2 Table 6.1 also shows how the measures will help to work towards achieving the objectives defined in Chapter 3. For ease of reference, the objectives are repeated below:

1. To support the development of Wellesley as a sustainable community;
2. To understand the likely travel patterns for all users of the site;
3. To facilitate and encourage greater use of sustainable transport options in preference to the use of the private car, including walking, cycling and public transport;
4. To promote community integration;
5. To protect and enhance the environment in and around the site;
6. To promote a lifestyle to residents, which includes healthy, sustainable living;
7. To provide sustainability in all ways including cost, health and environment – reducing the impact on traffic congestion and air quality; and
8. Continually develop, implement, monitor, evaluate and review the progress of the Travel Plan towards achieving the targets.

Table 6.1 Residential Travel Plan Measures for Wellesley

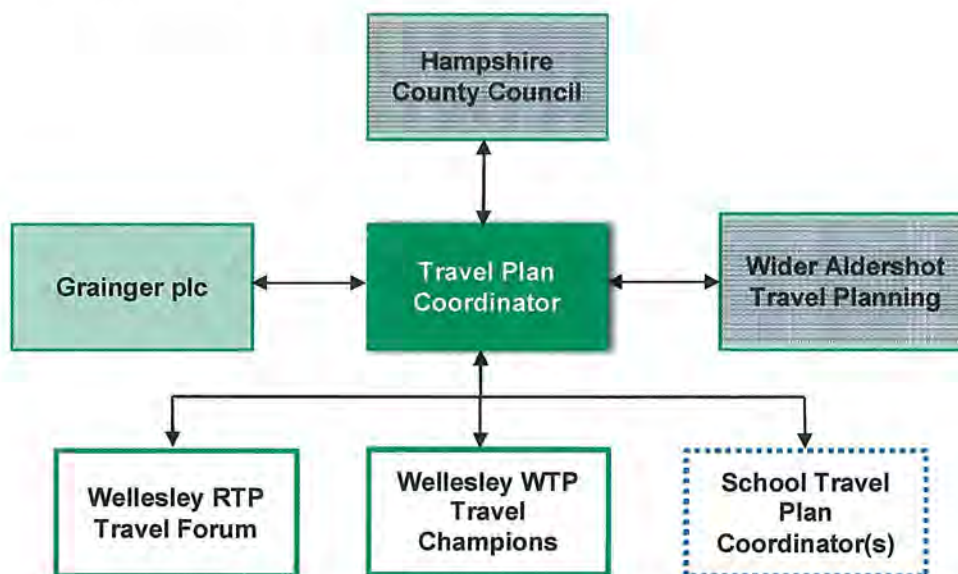
Action/Initiative	Helps to Meet Objective
Residential Sales Staff Training	1, 5, 6
Residents Travel Information Pack	1, 2, 3, 5, 6
Ongoing Promotion + Marketing	4, 5, 6, 7, 8
Personalised Journey Planning	1, 2, 3, 5
Sustainable Travel Website	1, 2, 3, 4, 5, 6, 7, 8
Electric Vehicle Charging Points	3, 5, 6, 7
Enhanced Public Transport Services	3, 5, 6, 7
Bus/Rail Service Information	3, 5, 6, 7
Public Transport Trial Vouchers	3, 5, 6, 7
Site-specific Walking & Cycling Maps	1, 3, 4, 5, 6
Cycling Promotion Event (Bike Week)	1, 3, 4, 5, 6
Visits from 'Bike Doctor'	3, 4
Walking Club	1, 3, 4, 5, 6
Car Share	1, 3, 4, 5, 6, 7
Car Club	1, 3, 4, 5, 6, 7
Safe Routes to School	1, 3, 4, 5, 6, 7

7 Management of the Residential Travel Plan

7.1 Travel Plan Management Structure

- 7.1.1 Grainger plc will retain overall responsibility for ensuring the management and implementation of the Residential Travel Plan and will ensure that it is reviewed and updated as necessary. The intended management structure for the Residential Travel Plan is shown below in Figure 7.1. The structure also shows how this arrangement integrates with the Workplace Travel Plan (WTP).
- 7.1.2 A link to the school travel plans is retained in the management structure, even though they are being prepared by Hampshire County Council (HCC), since it will be important for the TPC to liaise with the Head teacher and School Travel Plan Coordinator(s) to provide support when required and ensure a coordinated approach to travel planning across all land uses at Wellesley.
- 7.1.3 Links to wider Aldershot Travel Planning include the Farnborough Travel Plan Network and Aldershot Garrison, plus further initiatives as they come forward.

Figure 7.1 Wellesley Travel Plan Management Structure



7.2 Travel Plan Coordinator (TPC)

- 7.2.1 A site-wide TPC will be appointed by Grainger plc to cover the entire period from pre-occupation to full build-out to ensure the effective implementation of the Residential Travel Plan. The current development schedule anticipates that full build-out will be achieved by 2026. They will oversee the day to day implementation and administration of the plan. Prior to first occupations at Wellesley the TPC will be responsible for training sales staff to promote the Residential Travel Plan from the outset, establishing contacts within the local community i.e. bus operators and cycle shop owners, and ensuring the timely implementation of identified measures.

7.2.2 The role of the TPC will include:

- Acting as a point of contact for queries for residents, employers and school representatives;
- Ensuring that all travel information and data disseminated is accurate and up to date;
- Setting up and managing an online RTP discussion forum;
- The ongoing monitoring of the Travel Plan;
- Liaising with existing local forums, including the Rushmoor Cycle Forum, and other development TPCs to share knowledge and best practice;
- Assist in the decision making process with Grainger plc on which measures will be best to implement – and in association with HCC; and
- Updating the Travel Plan document as necessary, and liaising with HCC.

7.2.3 Details of the appointed TPC will be established prior to occupation of the site and provided to HCC. Any subsequent changes will also be communicated to HCC.

8 Targets and Monitoring

8.1 Targets

8.1.1 To help guide the progress of the RTP a number of targets have been adopted that will be reviewed by the appointed TPC on a biennial basis. These targets are divided amongst those relating to delivering outputs and those related to achieving outcomes.

- Output targets – These targets relate to the implementation of the measures to be introduced as part of the RTP. They will help to ensure that Grainger plc remains on course with the delivery of the different measures contained within this travel plan.
- Outcome targets – These targets relate to the effect of implementing the travel planning measures and will include, for example, reducing the overall proportion of journeys (all journeys) being undertaken from the development by car.

Output Targets

8.1.2 Table 8.1 details the output targets that will be adopted for the RTP. These targets relate to the measures put forward in Chapter 6.

Table 8.1 Output Targets for Residential Travel Plan

Output Target	Responsibility	Timescale
Appoint and fund a site Travel Plan Coordinator	Grainger plc	Prior to first occupation
Ensure sales staff are aware of the RTP and can discuss with potential occupants	Grainger plc / Travel Plan Coordinator	Prior to first occupation
Prepare residents sustainable travel Information pack ready for distribution – including all work required to secure discounts and to prepare leaflets and posters etc.	Travel Plan Coordinator	Prior to first occupation
Wellesley Sustainable Travel Portal	Grainger plc	Prior to first occupation
Wellesley Travel App – and all QR site-wide applications for Way Finding	Travel Plan Coordinator	Prior to first occupation

Establish feasibility and location of car charging points	Travel Plan Coordinator	Prior to occupation of a development zone
Distribute Information pack to residents	Travel Plan Coordinator	On occupation
Undertake Personal Travel Planning	Travel Plan Coordinator	On occupation
Promote car sharing opportunities to all residents	Travel Plan Coordinator	On occupation
Establish car club feasibility and implement if appropriate	Travel Plan Coordinator	Post Occupation
Safe Routes to School – ongoing work with HCC	Travel Plan Coordinator	Ongoing
Ongoing marketing and promotion	Travel Plan Coordinator	Ongoing

Outcome Targets

- 8.1.3 The site-wide mode share targets for Wellesley are based on the Transport Assessment trip rates and targets. The site-wide target is therefore 5% reduction in single occupancy car driver trips by the end of the final build phase (2026). Regular monitoring will be undertaken to ensure that this target is achieved and this is detailed further in Section 8.2.
- 8.1.4 Table 8.1 below identifies the mode share that the Transport Assessment Report has detailed can be achieved **without** the Sustainable Transport Package (public transport strategy, travel plan measures and parking standards). The mode shares in Table 8.1 therefore provide the interim targets and which the monitoring will show improvements against as the Sustainable Transport Package for Wellesley is implemented as the site develops.

Table 8.1 Wellesley Development Build-Out (2026)

MODE	AM	PM
Vehicles	62.5%	65.1%
Taxis	0.0%	0.0%
OGVs	0.5%	0.0%
PSVs	0.3%	0.0%
Cyclists	2.3%	2.9%
Vehicle Occupants	14.2%	17.9%
Pedestrians	12.2%	6.1%
Public Transport Users	8.0%	8.0%
Total	100.0%	100.0%

Source: Wellesley Transport Assessment Report

- 8.1.5 Table 8.2 below identifies the mode share targets for Wellesley at 2026 and after the full implementation of the Sustainable Transport Package. This shows that a **5% reduction** in the mode share for car driver trips can be achieved. The background to this information is provided in detail within the Transport Assessment Report.

Table 8.2 modal split (All Journeys) at full build-out with Sustainable Transport Package

MODE	AM	PM
Vehicles	57.5%	60.1%
Taxis	0.0%	0.0%
OGVs	0.5%	0.0%
PSVs	0.3%	0.0%
Cyclists	4.0%	4.6%
Vehicle Occupants	15.8%	19.6%
Pedestrians	12.2%	6.1%
Public Transport Users	9.7%	9.7%
Total	100.0%	100.0%

Source: Transport Assessment Report

- 8.1.6 A baseline line survey will be undertaken six months following occupation of Maida Zone - Phase 1. The results of this survey will ensure that the defined in Table 8.1 are appropriate and SMART. The TPC will discuss the results with HCC and agree modal shift targets for intervening years. It is noted that these targets may have to be higher than 5% if, for example, the baseline is higher than predicted.

8.2 Monitoring

- 8.2.1 The TPC will undertake monitoring of travel patterns associated with the development of Wellesley. This is to understand the level of modal shift and use of sustainable modes that is taking place at the development. By monitoring travel patterns it allows for the introduction of remedial measures should the implemented measures not achieve the required modal shift.
- 8.2.2 Monitoring will take place biennially until completion of the final phase, with monitoring reports submitted to Hampshire County Council on a biennial basis for this period. The final monitoring event will take place after completion to ensure that the target has been achieved. No further monitoring or reporting will be undertaken after this time unless the targets have not been met. The current development schedule anticipates that full build-out will be completed by 2026.
- 8.2.3 Travel surveys will be conducted six months after first occupation of the Maida Zone - Phase 1 of development (175 units by 2014). The survey will seek to ascertain information about residents and visitors to Wellesley. The survey will gather information on the following main points:
- Travel behaviour – to establish the overall travel patterns associated with the site and to allow the TPC to understand the 'modal split' for journeys to and from Wellesley for on-going comparison.
 - Attitudes towards travel – to establish site user attitudes towards using different transport options available to access Wellesley. This will help identify any issues, or barriers (perceived and actual) that may reduce the desirability of low carbon transport options.
- 8.2.4 A copy of the draft travel survey is provided as **Appendix A**. Any necessary revisions to this survey will be agreed between the TPC and the relevant HCC Travel Plan Auditing Officer prior to the survey being issued.
- 8.2.5 All costs associated with distributing, collecting, analysing and reporting of the surveys will be funded by Grainger plc, and all aspects of undertaking the survey will be administered by the TPC.
- 8.2.6 The monitoring which takes place for the RTP will link in with that done for the Workplace Travel Plan. Results and information gathered from each survey may provide an insight, resulting in positive changes to the travel plan which may not have occurred otherwise.
- 8.2.7 The Maida Zone - Phase 1 baseline survey will include traffic counts at the site access points as well as interview surveys of residents to record non car and internal site trips. This will be undertaken to validate the Transport Assessment Report and, therefore, the targets provided in Tables 6.1 and 6.2 above.
- 8.2.8 The biennial monitoring and review of the Plan will be managed by the TPC, following which a monitoring report will be submitted to HCC. The TPC in consultation with HCC will then have an input into what new measures or interventions may be required and agree a way forward.
- 8.2.9 In addition to this formal monitoring process, informal monitoring will be undertaken continuously, from first occupation, by the TPC. This will involve keeping a record of the take up rate of Persona Travel Planning (PTP), the outcome of PTP interviews and the take up of trial travel vouchers. This will enable the TPC to establish, prior to the formal monitoring process, if measures are not on target and to adjust accordingly.
- 8.2.10 Table 8.4 sets out the timescales for the monitoring process.

Table 8.4 Monitoring Timescales

TIMESCALE	MONITORING PROCESS	COORDINATED BY
Construction Phase – Prior to First Occupation	<ul style="list-style-type: none"> ■ Finalise Resident Travel Survey and methodology 	Travel Plan Coordinator
First Occupation - onwards	<ul style="list-style-type: none"> ■ Informal monitoring of the PTP process 	
Six months following 1 st occupation of Maida Zone - Phase 1	<ul style="list-style-type: none"> ■ Traffic counts (multi-modal) ■ Resident Surveys ■ Collation of Patronage Data from Bus Operator (TPC to work with operator to establish feasibility of obtaining this data) ■ Preparation of Travel Plan Monitoring Report ■ Submission of Travel Plan Monitoring Report to HCC ■ Agreement of additional measures / interventions for way forward 	
Biennially from first surveys	<ul style="list-style-type: none"> ■ Resident Surveys ■ Collation of Patronage Data from Bus Operator ■ Preparation of Travel Plan Monitoring Report ■ Submission of Travel Plan Monitoring Report to HCC ■ Agreement of additional measures / interventions for way forward 	

8.3 Recovery Measures – Action Plan

- 8.3.1 The baseline survey will be used to validate the Transport Assessment Report and, therefore, the targets defined.
- 8.3.2 Despite potential changes to the targets, it is important to illustrate a course of remedial action should progress towards the target not be achieved. Table 8.5 summarises a step-by-step approach to introducing a series of recovery measures designed to bring the RTP back on course should the initial Implementation Action Plan fail to achieve the associated targets.
- 8.3.3 The recovery measures would commence with notification to HCC of any failure to reach the target mode share. The recovery measures process would be funded jointly by Grainger Plc.

Table 8.5 Recovery Measures Action Plan (interim)

Order of Actions	Action
1	Notification of failure to meet mode share target
2	Meeting of TPC and HCC to discuss way forward
3	Meeting between TPC and HCC to agree additional mutually convenient and voluntary measures
4	Offer a full 'Personal Travel Planning' service to all residents at Wellesley, providing individually tailored sustainable travel information specific to their own journey to work, including further incentives to try these modes
5	TPC to meet HCC to discuss further potential measures and a possible revision to future RTP targets

8.3.4 The recovery measures action plan details an approach to introducing a range of measures that could be called upon to boost sustainable travel patterns at Wellesley.

9 Implementation Action Plan

9.1 Introduction

- 9.1.1 The TPC will be appointed prior to first occupation of Wellesley. This will ensure that preparation for measures to be introduced either prior to, or on first occupation of the site, can be progressed in the meantime to ensure sustainable travel patterns are actively encouraged amongst residents and visitors from the outset.
- 9.1.2 To ensure delivery and ownership of specific measures it is necessary to set out an 'Action Plan' for implementation and review. Table 9.1 provides an initial action plan for the implementation of measures at Wellesley. This includes the site-wide measures to be implemented on-site and associated timescales or trigger points.

Table 9.1 Wellesley Implementation Action Plan

Trigger/Date	Task/Measure	Delivery Responsibility
Prior to first residential occupation	Appoint a site-wide Travel Plan Coordinator for the RTP (also covering WTP and support for STPs)	Grainger plc
	Train residential sales/marketing staff	TPC
	Prepare 'sustainable travel information packs' to be provided to each household on first occupation	TPC
	Prepare site-specific walking and cycling maps	TPC
	Sustainable travel information website	Grainger plc / TPC
	Electric vehicle charging points	Grainger plc
Following first residential occupation	Undertake residential travel surveys within six months of occupation of the first 175 units of Maida Zone - Phase 1, after initial travel patterns have stabilised	TPC
	Analyse residential travel surveys; agreement of appropriate measures; update RTP as necessary; submit to HCC for approval	TPC
	On-going promotion and marketing	TPC

	Trial Public Transport vouchers	Grainger plc / TPC
	Introduce enhanced bus services	Grainger plc
	Distribute residents travel information pack	TPC
	Car sharing promotional event	TPC
	Organise and hold a Bike Week event	TPC
	Establish a walking club and 'Safe Routes to School' programme	TPC
	Promote personal journey planning service to residents	TPC
Within one year following first residential occupation	Repeat travel surveys one year after baseline survey, review effectiveness of initiatives, results and targets and submit to HCC. If insufficient progress is being made then introducing further toolkit measures will be considered, as advised by the TPC	TPC
Thereafter and on-going biennially until development completion	Carry out residential travel surveys, review progress against targets and agree continued way forward	TPC
	At development completion – agree the way forward for the Travel Plan and continued monitoring process will be agreed discussed and agreed with HCC	TPC

9.2 Funding

- 9.2.1 The initial infrastructure related to the planning application proposals, such as on-site and off-site pedestrian and cycle facilities and delivery of the public transport strategy, will be secured through appropriate mechanisms within the planning process. This will provide the delivery of facilities and the vehicle for the funding of such measures.
- 9.2.2 Grainger plc will provide funding to appoint a Travel Plan Coordinator who will take forward the site-wide Action Plan of sustainable travel initiatives and measures.
- 9.2.3 Grainger plc will fund the delivery of initiatives including the establishment of a website, monitoring requirements, and site-wide marketing/promotional activity related to sustainable travel.

10 Summary

10.1 Summary

- 10.1.1 This RTP has been prepared in support of development proposals at Wellesley, Hampshire. This plan focuses primarily on how residents and visitors to the site can be encouraged to use sustainable means of transport to and from the site.
- 10.1.2 The measures proposed within this document will not only bring associated benefits to residents, but will also help to mitigate any transport impacts of the development on the wider local community.
- 10.1.3 To deliver this effectively, Grainger plc will appoint a Travel Plan Coordinator to lead the day-to-day delivery of the plan. Their duties will include preparing travel information materials for dissemination to residents on their immediate occupation of Wellesley, providing additional travel advice and incentives where necessary, and actively monitoring progress. The TPC role will be cover the period from pre-occupation to full build-out. This is currently anticipated to be achieved by 2026.
- 10.1.4 To safeguard the ongoing funding, management and monitoring of the travel plan, a mechanism will be developed which will require all developers to sign up to the principles and requirements of the RTP and to contribute financially into a single funding pot specifically for travel planning.
- 10.1.5 This RTP has also detailed a clearly defined target relating to the modal split for journeys arising from Wellesley. To monitor progress against the target, a detailed resident travel survey and multi modal surveys in line with the TRICS Standard Assessment methodology will be conducted on a biennial basis by the TPC, with the results submitted to HCC.
- 10.1.6 Information gathered from these surveys will also support the ongoing review of this RTP in order for it to remain relevant and effective.

Appendices

Appendix A
Draft Residential Travel Survey

Wellesley Residential Travel Survey (2013)

SECTION A: ABOUT YOU AND YOUR HOME

1. Are you: *please tick*

Male	<input type="checkbox"/>
Female	<input type="checkbox"/>

2. Which age range do you fall into? *please tick*

16 – 25	<input type="checkbox"/>
26 – 35	<input type="checkbox"/>
36 – 45	<input type="checkbox"/>
46 – 55	<input type="checkbox"/>
56 – 65	<input type="checkbox"/>
65+	<input type="checkbox"/>

3. What is your postcode?

4. How long have you lived at your current address? *please tick*

0 – 5 months	<input type="checkbox"/>
6 months – 11 months	<input type="checkbox"/>
1 year +	<input type="checkbox"/>

5. Do you or any member of your household own a car? *please tick*

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If yes, how many cars in total? _____

SECTION B – ABOUT YOUR CURRENT JOURNEYS

6. How do you usually travel to and from your home for the following activities? (Choose the mode of travel that you use *most often*)

REASON FOR TRAVEL	Walk	Cycle	Bus	Train	Car share	Car (alone)	Motorcycle or scooter	Other (please specify)
Work								
Shopping								
Education/School (if applicable)								

7. How often do you use the following modes of travel for journeys to and from your home?
(Please tick all options that you ever use, choosing the frequency with which you use them)

Type of Travel	Very often (7 or more in every 10 trips)	Quite Often (between 3 and 6 out of every 10 trips)	Occasionally (less than 3 out of every 10 trips)	Never
Walk				
Cycle				
Bus				
Train				
Car share				
Car (alone)				
Motorcycle or Scooter				
Other (please state)				

8. Have you changed your most common mode of transport since relocating to Wellesley?
please tick

Yes	
No	

If yes, what was the main reason for this change?

.....

SECTION C – ABOUT YOUR FUTURE JOURNEYS

9. Which of the following changes would most encourage you to cycle for some journeys in the local area? (If you already cycle, which would you most like to see?)

please tick all that apply

Safer, better lit cycle paths	
Improve cycle paths on the journey to town centre/rail station	
Improve cycle parking at this development	
Arrangements to buy a bicycle at discount	
Improved crossing facilities	
Improved cycle parking at local facilities – where?	
<i>None of the above</i>	
Other (please specify)	

10. Which of the following changes would most encourage you to use public transport for your journeys in the local area? (If you already travel to by public transport, which would you most like to see)

please tick all that apply

More direct bus routes	
More frequent bus services	
More frequent train services	
More frequent train services	
Better lighting at bus shelters and on footpaths	
More convenient bus drop-off points	
Better bus links to work from station	
Public transport information	
<i>None of the above</i>	
Other (please specify)	

11. Which of the following changes would most encourage you to walk for some journeys in the local area? (If you already walk, which would you most like to see?)

please tick all that apply

Cleaner, better maintained footways	
Better lighting on local footways	
More improved pedestrian crossing points	
Slower speed limits	
Better street lighting in the local area	
<i>None of the above</i>	
Other (please specify)	

12. Which of the following changes would encourage you to share a car journey?

please tick all that apply

Help finding car share partners who have similar travel patterns	<input type="checkbox"/>
More information regarding car sharing i.e. benefits and cost savings	<input type="checkbox"/>
<i>Neither of the above</i>	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>

13. Before today, did you know this development operated a 'Travel Plan'?

please tick

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

14. If yes, how did you find out about the Wellesley Travel Plan?

please tick

During the sales process	<input type="checkbox"/>
Word of mouth	<input type="checkbox"/>
Wellesley Travel Portal (www.xxxx.co.uk)	<input type="checkbox"/>
Wellesley Travel Newsletter	<input type="checkbox"/>
Sustainable Travel Welcome Pack	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>
<i>Not applicable (previously unaware of Travel Plan)</i>	<input type="checkbox"/>

15. Would you like to receive more information regarding the Wellesley Travel Plan?

please tick

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

Please use the following box to provide any comments you wish to make in relation to travel in the local area.

--

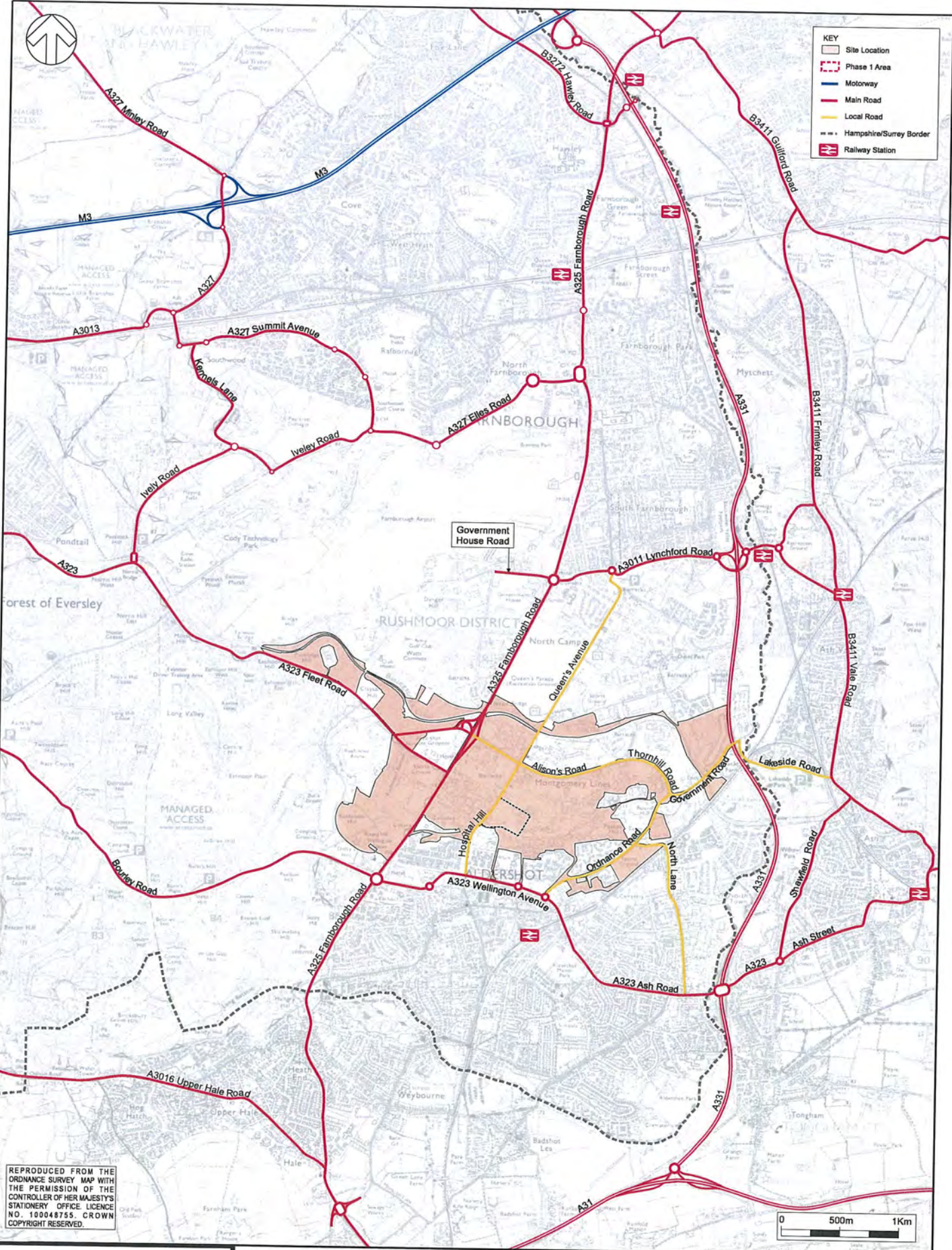
Thank you for your time. Please return your completed questionnaire in the pre-paid envelope provided by **XX XX XX**.

Figure 1
Site Location



KEY

- Site Location
- Phase 1 Area
- Motorway
- Main Road
- Local Road
- Hampshire/Surrey Border
- Railway Station



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TITLE:

SITE LOCATION & LOCAL HIGHWAY NETWORK

FIGURE No:

1

Figure 2
Existing Bus Services

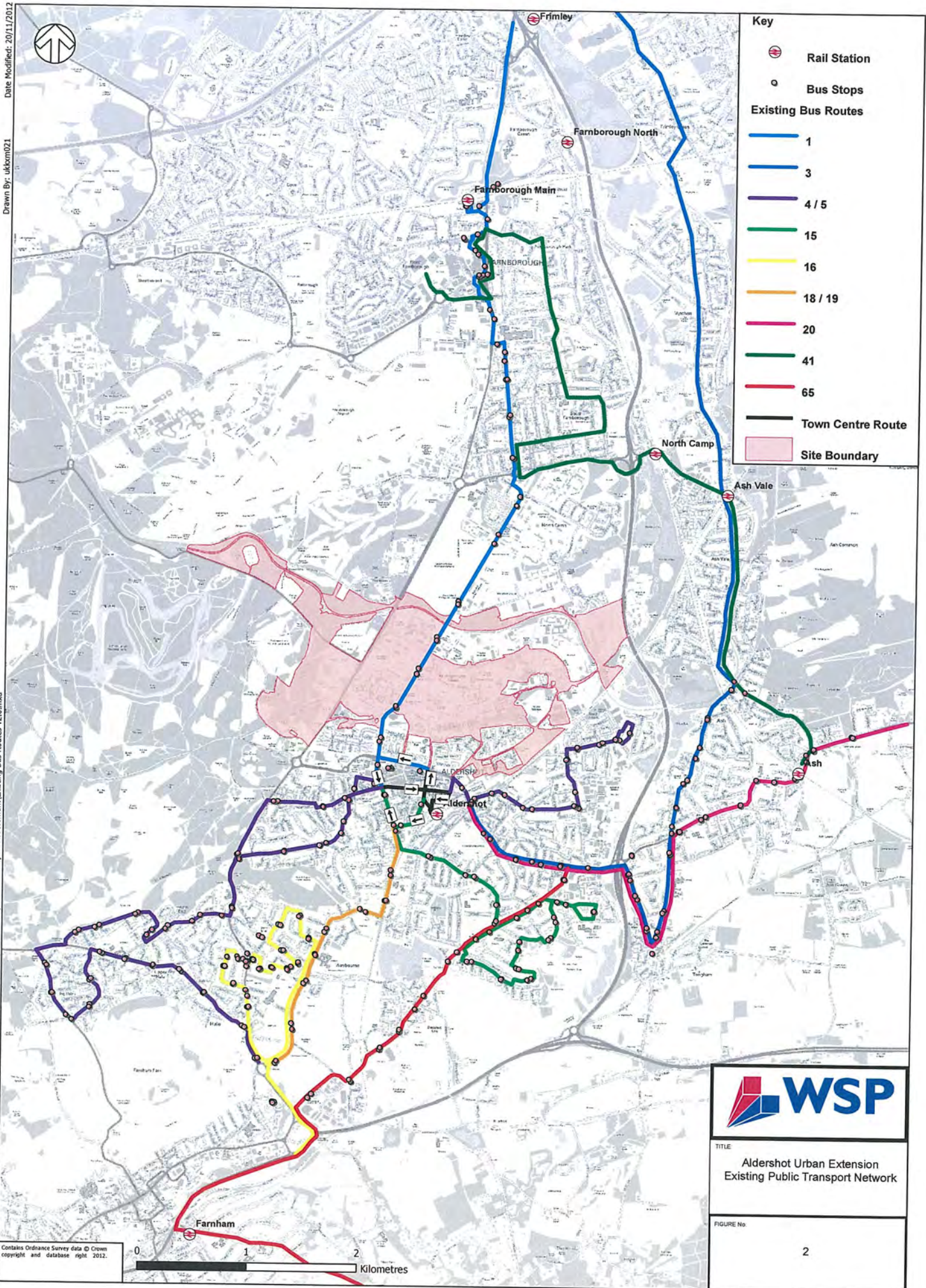
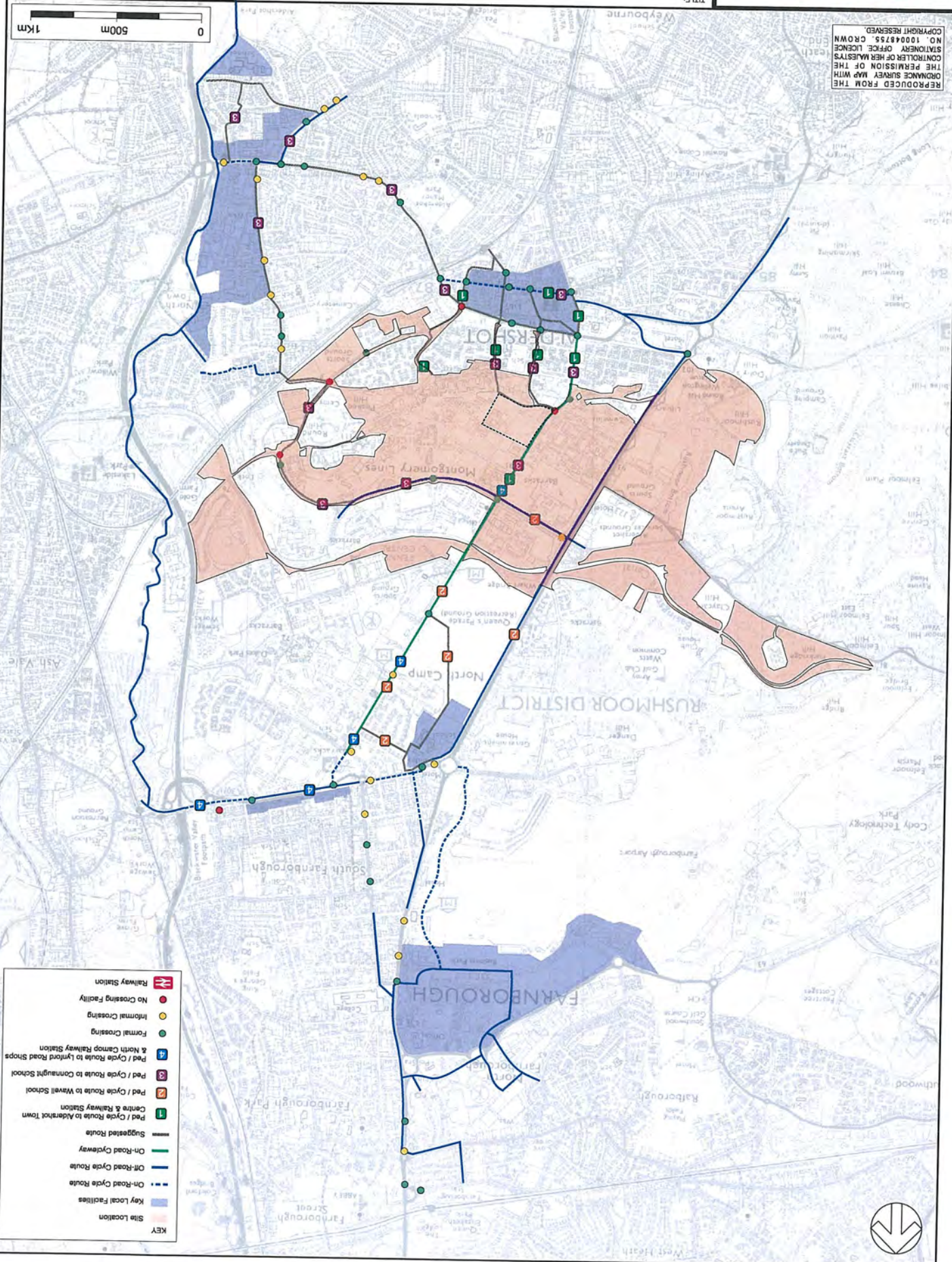
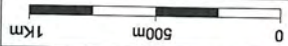


Figure 3
Existing Pedestrian and Cycle Routes

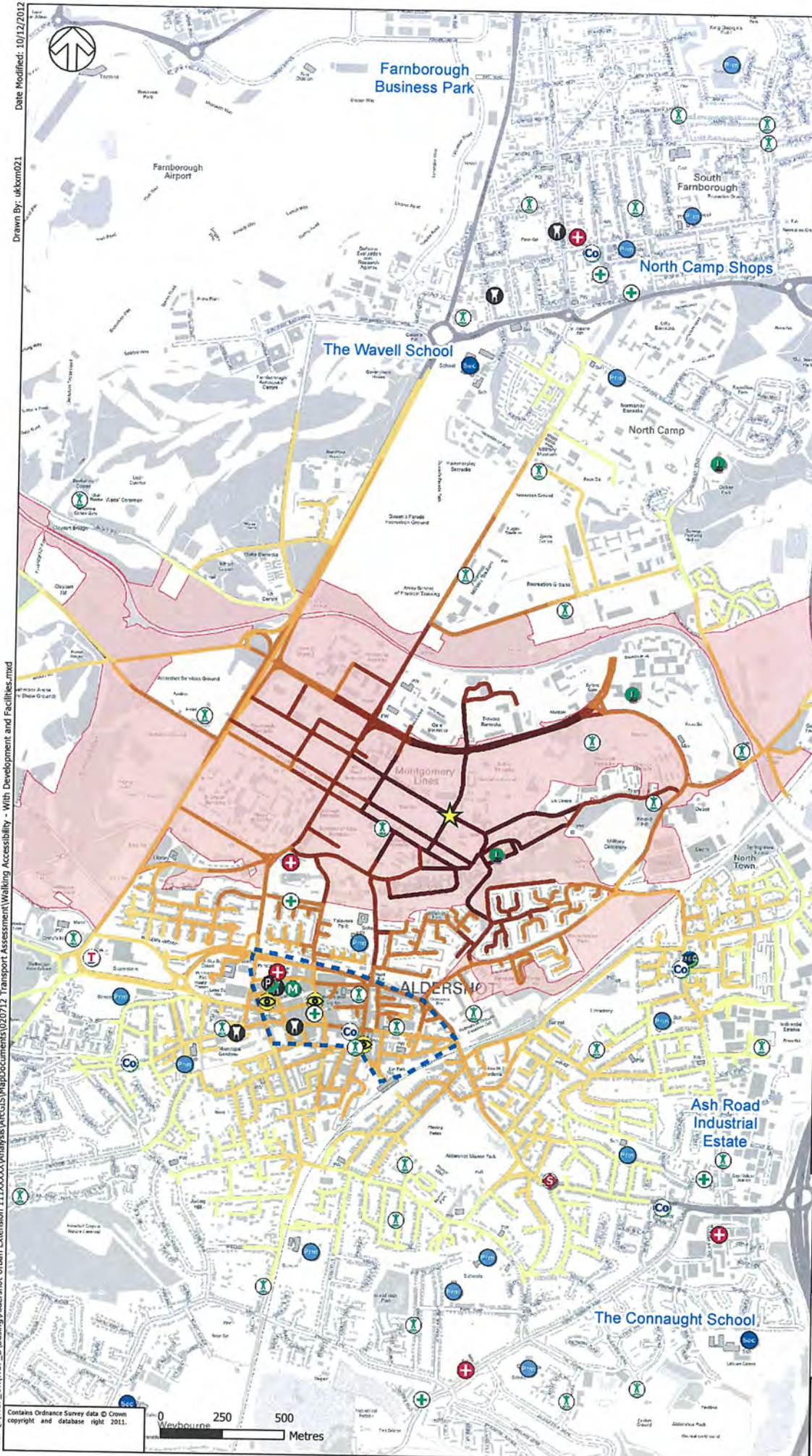
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- KEY**
- Railway Station
 - No Crossing Facility
 - Informal Crossing
 - Formal Crossing
 - Ped / Cycle Route to Lyndford Road Shops & North Camp Railway Station
 - Ped / Cycle Route to Connaught School
 - Ped / Cycle Route to Wavell School
 - Centre & Railway Station
 - Suggested Route
 - On-Road Cycleway
 - Off-Road Cycle Route
 - On-Road Cycle Route
 - Key Local Facilities
 - Site Location



Figure 4
Walking Accessibility and Land Use Plan



Key

- ★ Centre of AUE Site
- Site Boundary

Education

- Nursery
- Primary
- Secondary
- Further Education

Foodstores

- Co-Op
- Londis
- Marks & Spencer
- McColl's
- One Stop
- Premier
- Spar
- Tesco
- Shopping Facility

Healthcare

- Dentist
- Doctor
- Hospital
- Optician
- Pharmacy
- Sport and Fitness

--- Aldershot Town Centre

Walking Accessibility (walking speed 4.8kmph)

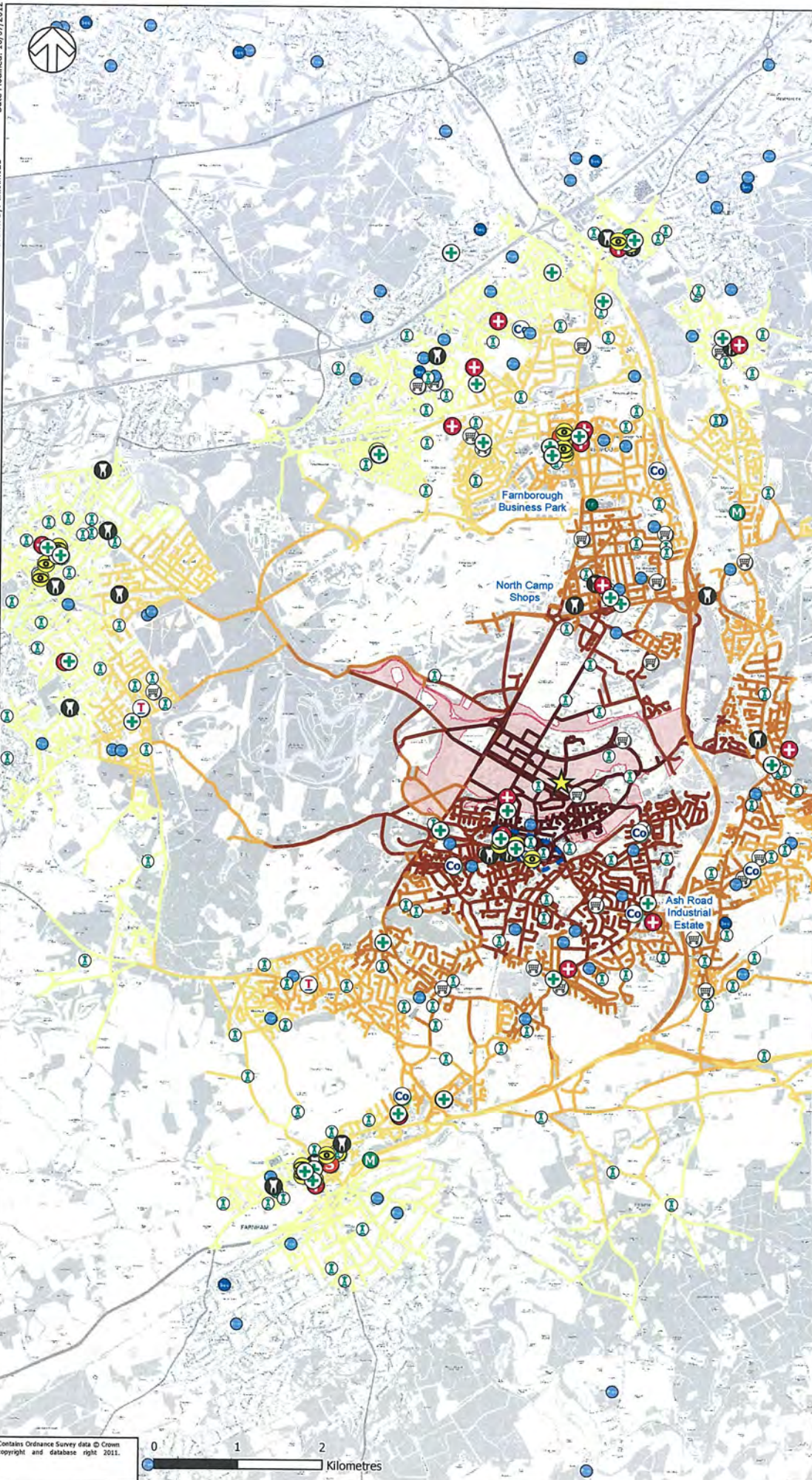
- 0-5 Minutes
- 5-10 Minutes
- 10-15 Minutes
- 15-20 Minutes
- 20-25 Minutes
- 25-30 Minutes



TITLE
 ALDERSHOT URBAN EXTENSION
 WALKING ACCESSIBILITY WITH
 FACILITIES INCLUDING DEVELOPMENT

FIGURE No
 4

Figure 5
Cycling Accessibility and Land Use Plan



Key

- ★ Centre of AUE Site
- Site Boundary

Healthcare

- Dentist
- Doctor
- Hospital
- Optician
- Pharmacy
- Sports & Fitness

Education

- Nursery
- Primary
- Secondary
- Further Education


Foodstores

- Asda
- Co-Op
- Lidl
- Marks & Spencer
- Morrisons
- Sainsbury's
- Tesco
- Waitrose
- Shopping Facility

--- Aldershot Town Centre

Cycling Accessibility (cycling speed 16kmph)

- 0-5 Minutes
- 5-10 Minutes
- 10-15 Minutes
- 15-20 Minutes
- 20-25 Minutes
- 25-30 Minutes

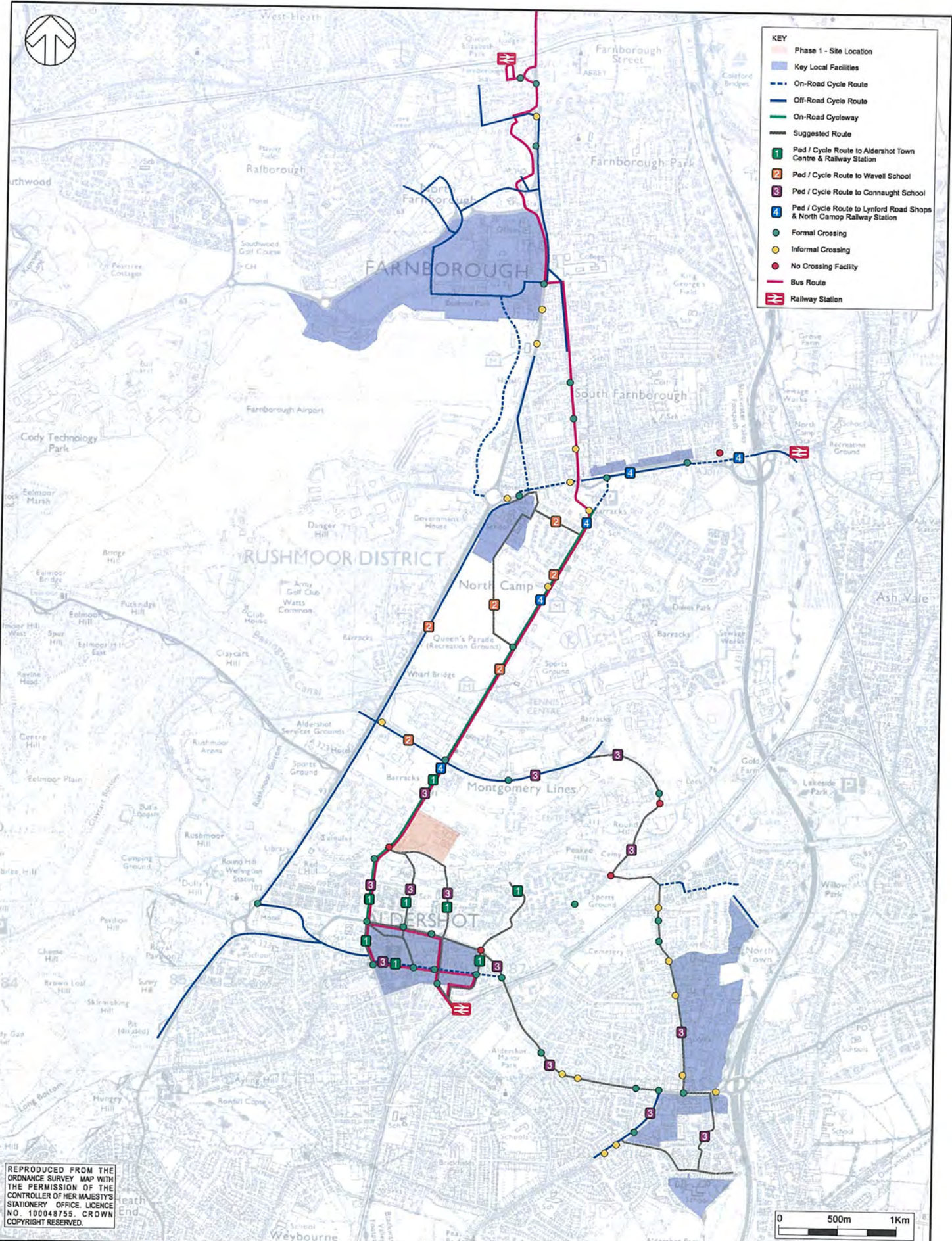


TITLE
ALDERSHOT URBAN EXTENSION
CYCLING ACCESSIBILITY WITH
FACILITIES INCLUDING DEVELOPMENT

FIGURE No
5

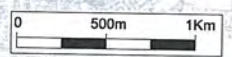
Figure 6

Maida Zone – Phase 1: Land parcel location and existing bus, pedestrian and cycle routes



- KEY**
- Phase 1 - Site Location
 - Key Local Facilities
 - On-Road Cycle Route
 - Off-Road Cycle Route
 - On-Road Cycleway
 - Suggested Route
 - 1 Ped / Cycle Route to Aldershot Town Centre & Railway Station
 - 2 Ped / Cycle Route to Wavell School
 - 3 Ped / Cycle Route to Connaught School
 - 4 Ped / Cycle Route to Lynford Road Shops & North Camp Railway Station
 - Formal Crossing
 - Informal Crossing
 - No Crossing Facility
 - Bus Route
 - R Railway Station

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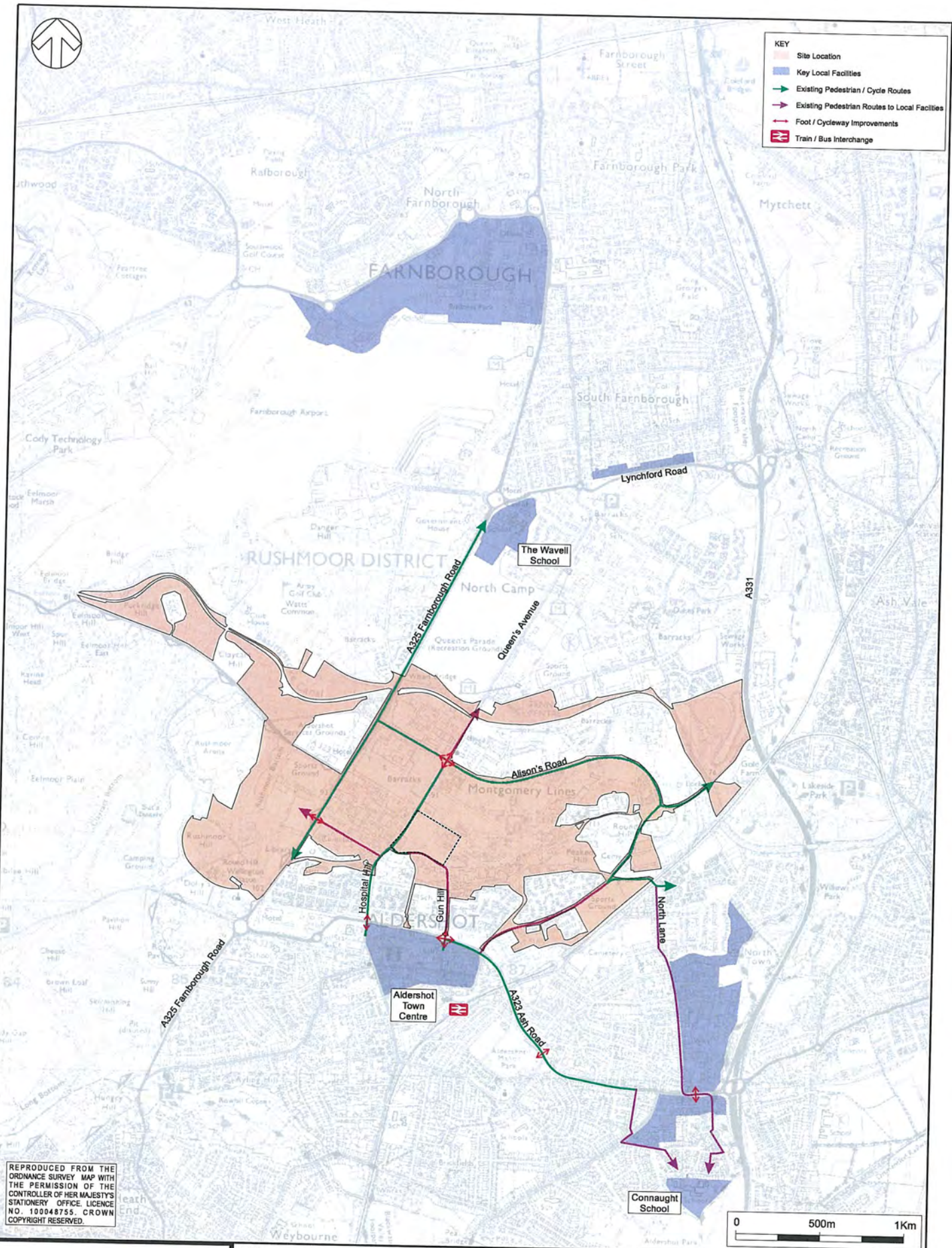
TITLE: PHASE 1 - LOCATION & EXISTING BUS / PEDESTRIAN / CYCLE ROUTES

FIGURE No: 6

Figure 7
Pedestrian and Cycle Network Strategy



- KEY**
- Site Location
 - Key Local Facilities
 - Existing Pedestrian / Cycle Routes
 - Existing Pedestrian Routes to Local Facilities
 - Foot / Cycleway Improvements
 - Train / Bus Interchange



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TITLE:

KEY PEDESTRIAN & CYCLE ROUTES

FIGURE No:

7

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Wellesley

ALDERSHOT



Investing in homes since 1912
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SCHEDULE 11

Workplace Travel Plan Framework



WELLESLEY, ALDERSHOT URBAN EXTENSION

Workplace Travel Plan Framework
Grainger plc

12/12/2012

Revised: 2013-05-24
Confidentiality: Confidential

Quality Management

Issue/revision	Issue 1	Revision 1	Revision 2	Revision 3
Remarks	Pre-application DRAFT	FINAL	FINAL	FINAL
Date	10 August 2012	12 December 2012	13 May 2013	24 May 2013
Prepared by	Sarah Thorneycroft	Sarah Thorneycroft	Sarah Thorneycroft	Sarah Thorneycroft
Signature				
Checked by	Andrew Winmill	Andrew Winmill	Andrew Winmill	Andrew Winmill
Signature				
Authorised by	Andrew Winmill	Andrew Winmill	Andrew Winmill	Andrew Winmill
Signature				
Project number	115470364	115470364	115470364	115470364
Report number				
File reference	n:\aldershot urban extension (2011)\text\reports\travel plans\workplace tp\130524 wellesley wtpf - final.docx	n:\aldershot urban extension (2011)\text\reports\travel plans\workplace tp\130524 wellesley wtpf - final.docx	n:\aldershot urban extension (2011)\text\reports\travel plans\workplace tp\130524 wellesley wtpf - final.docx	n:\aldershot urban extension (2011)\text\reports\travel plans\workplace tp\130524 wellesley wtpf - final.docx

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Project number: 115470364
 Dated: 12/12/2012
 Revised: 2013-05-24 T00:00:00

WELLESLEY, ALDERSHOT URBAN EXTENSION

Workplace Travel Plan Framework

12/12/2012

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Appendix A HCC Parking Policy and TA/TP Thresholds

- Figure 1 Site Location
- Figure 2 Existing Bus Services
- Figure 3 Existing Pedestrian and Cycle Routes

Executive Summary

Overview

This Workplace Travel Plan Framework (WTPF) accompanies a 'Hybrid' planning application submitted by Grainger plc to Rushmoor Borough Council (RBC) for the development of land within Aldershot known as the Aldershot Urban Extension (AUE), hereafter referred to as 'Wellesley'.

Grainger plc seeks outline planning permission for residential development of up to 3,850 dwellings with associated infrastructure including access, and Maida Zone - Phase 1 detail for 228 dwellings at Wellesley (the Hybrid Application). This WTPF should be read in conjunction with the corresponding application forms and drawings, along with the suite of documents that support this Hybrid Application. For further details on the Hybrid Application please refer to the Planning Statement.

Wellesley is identified within RBC's Core Strategy as 'an urban extension... providing a sustainable mixed community'. As such, this WTPF will help to embed sustainable travel practices into the heart of the new community and to promote and encourage increased travel by sustainable forms of transport, such as walking, cycling and public transport for commuting and business travel.

The location of Wellesley is shown on **Figure 1**.

The development is in a highly sustainable location and benefits from opportunities to maximise sustainable integration with Aldershot Town Centre, existing schools, areas of open space and existing and proposed employment areas. A network of pedestrian/cycle links already exist which can be extended and enhanced by the development to promote sustainable, healthy and low carbon travel options.

Furthermore, the development proposals support high quality public transport provision, particularly to and from Aldershot town centre and Farnborough in accordance with the Aldershot Urban Extension SPD. The development will deliver a range of transport benefits not just to users of the site, but to the wider community, through off-site highway improvements, improved pedestrian and cycle networks, and overall enhancements to the public transport services and infrastructure.

Workplace Travel Plan Framework

This WTP will help to embed sustainable travel practices into the heart of the new community at Wellesley and to promote and encourage travel by sustainable forms of transport, such as walking, cycling and public transport, for commuting and business journeys. The WTP sets objectives and targets to which all occupiers will commit to through their lease agreements. Furthermore, and where unit thresholds exceed the HCC Workplace Travel Plan trigger points for new development, this WTP will assist individual employers to produce their own workplace travel plans to address specific travel and transport needs related to their operation.

A site-wide Travel Plan Coordinator (TPC) will assist employers at Wellesley to develop their own travel plans, as well as providing support for the implementation and on-going management of these plans. The TPC will work closely with the Hampshire County Council, Rushmoor Borough Council, local employers and other community stakeholders to ensure that measures are delivered on time, that effective monitoring is undertaken and that the travel plan is responsive to changing travel needs.

Funding

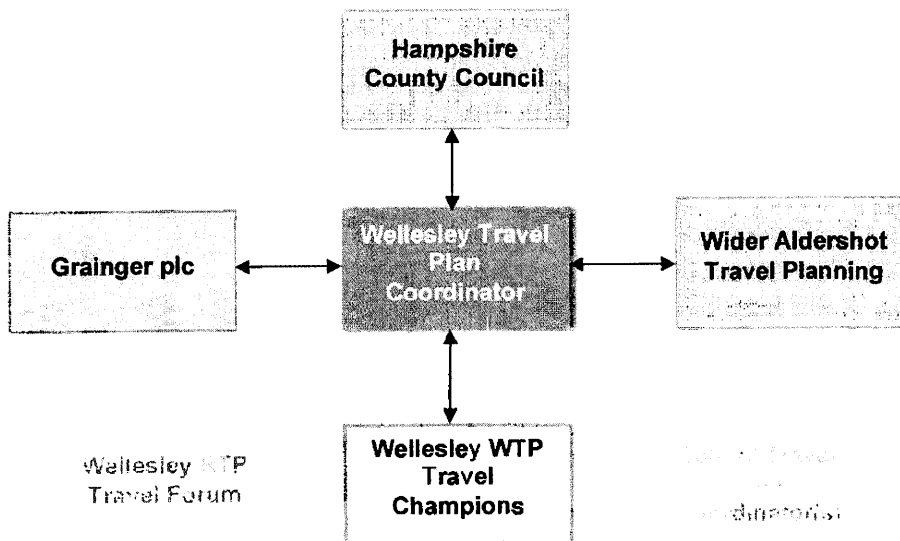
Grainger plc will fund the delivery of all site-wide measures detailed within this WTP in Chapter 8, including site-wide management and monitoring processes. Individual employers at Wellesley will then fund any additional measures which they wish to bring forward within their own operations to tackle specific travel and transport issues, as well as any monitoring requirement. This obligation will be set out within specific lease clauses for all employer occupiers.

Management

To deliver the WTP effectively, it will be coordinated through a management structure. This group will be responsible for the implementation and review process of the WTP and will include:

- Grainger plc;
- The Wellesley Travel Plan Coordinator; and
- Representatives from each occupier (Travel Champions).

Wellesley WTP Management Structure



Links will be established to wider Aldershot area travel planning groups, including the Farnborough Travel Plan Network and Aldershot Garrison, plus further initiatives as they come forward.

Further detail relating to the management of the Wellesley WTP is given in Chapter 6 of this report.

1 Introduction

1.1 Preamble

- 1.1.1 This Workplace Travel Plan Framework (WTPF) accompanies a 'Hybrid' planning application submitted by Grainger plc to Rushmoor Borough Council (RBC) for the development of land within Aldershot known as the Aldershot Urban Extension (AUE), hereafter referred to as 'Wellesley'.
- 1.1.2 Grainger plc seeks outline planning permission for residential development of up to 3,850 dwellings with associated infrastructure including access, and Maida Zone - Phase 1 detail for 228 dwellings at Wellesley (the Hybrid Application). This WTPF should be read in conjunction with the corresponding application forms and drawings, along with the suite of documents that support this Hybrid Application. For further details on the Hybrid Application please refer to the Planning Statement.
- 1.1.3 The location of Wellesley is shown on **Figure 1**.
- 1.1.4 This Workplace Travel Plan Framework (WTP) forms part of the Smarter Choices Strategy for Wellesley, alongside a Residential Travel Plan, and has been prepared in line with Hampshire County Council's (HCC) 'Guide to Development Related Travel Plans' (January 2009).
- 1.1.5 The travel plans set out clear objectives and include a multi-modal package of measures to encourage all users for each of the land uses (residents, employers, employees, pupils and visitors) of the urban extension to adopt sustainable, low carbon travel behaviour where possible and practical.
- 1.1.6 At the request of HCC, a School Travel Plan Framework and subsequent School Travel Plans will not be produced by Grainger plc as part of the planning application. Instead these will be produced and monitored by HCC and will be funded from a contribution by Grainger plc.

1.2 Background

- 1.2.1 In 2001, development proposals were announced by the Ministry of Defence as part of the strategic Defence review for the large scale redevelopment of the Aldershot Military town. Known as Project Allenby/Connaught, it identified 150 hectares (370 acres) of land to the north of Aldershot town centre as surplus to military requirements available for redevelopment.
- 1.2.2 In 2002, Supplementary Planning Guidance for the Aldershot Military Town was adopted by Rushmoor Borough council. The document provided guidance for development proposals affecting the entire Military town. In December 2003, a week-long 'Enquiry by Design' (EbD) consultation workshop run by English Partnerships and the Prince's foundation took place. The event explored several issues involving urban design, energy efficiency, transport links and sustainability which helped form a draft masterplan. After a six week public consultation period (8 Jan 2008 to 18 Feb 2008) Rushmoor Borough Council adopted a finalised SPD, "Aldershot Urban Extension SPD" (Wellesley SPD) on 10 March 2009.
- 1.2.3 This WTP has also been developed having full regard to the following principles set down within the Wellesley SPD:
- STA10 – An overarching RTP will be required as part of any planning application for development of the urban extension
 - STA12 – Sustainable Travel Marketing: maximise patronage of bus services as an alternative to private car-based travel for local journeys through marketing to local residents, schools and businesses

1.3 Development Proposals

1.3.1 The development is residentially led, but looks to provide a number of ancillary and complimentary services available to both the new and existing residents of the area. The development proposals consist of;

- 3,850 new homes (35% affordable homes);
- Refurbishment of six listed buildings including Head Quarters 4th Division (HQ 4th Division) and the Cambridge Military Hospital (CMH) as well as a number of local listed buildings;
- Heritage Trail;
- Two Primary Schools;
- Day care facilities;
- A local neighbourhood centre, including a bus interchange (bus stops), new offices, Public House and restaurant, and local shops;
- Household Waste Recycling Facility (HWRF);
- Employment
- 110Ha of SANGS (Suitable Alternative Natural Greenspace);
- New play areas and a local park;
- Allotments; and
- Public access to sports fields.

1.4 Workplace Travel Plan Framework (WTP)

1.4.1 This WTP has been developed in consultation with Hampshire County Council, Rushmoor Borough Council, Surrey County Council and Highway Agency. It complies with both national and Hampshire County Council Travel Plan policies and guidance. Furthermore, this travel plan recognises the potential benefits from a mixed use development in being able to support a reduction in the overall need to travel outside of Wellesley to access employment opportunities and local services.

1.4.2 This WTP is a requirement of the planning application process to support the aims of sustainable development and to mitigate for the transport demands and potential impacts of the development. In addition to recognising the need to comply with planning requirements and obligations, Grainger plc is committed to maximising the quality of life for new residents and minimising any adverse community effects.

1.4.3 Each of the proposed land uses on the development site requires its own Travel Plan. These are:

- Residential (accompanying this document);
- Workplace (this document); and
- School (to be developed and monitored by HCC, with input from Grainger plc / WSP).

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- 1.4.4 This presents the opportunity to ensure a joined up approach to travel planning within Wellesley, to work towards common goals and so that each of the different land uses can benefit from a common management structure that encompasses all aspects of the site.
- 1.4.5 As such, a site-wide Travel Plan Coordinator (TPC) will be appointed by Grainger plc to oversee all aspects of travel planning on the development site. This will include working with HCC and Head teachers in relation to the adopted School Travel Plans.
- 1.4.6 This WTP has been prepared as an umbrella WTP for all future occupiers of employment units at Wellesley. This will allow the WTP to ensure the delivery of robust measures on a site-wide basis, but also to retain flexibility in the measures that are employed by individual site occupiers. This will also ensure that only those measures that are most relevant to their business operations are pursued to encourage sustainable travel behaviour amongst employees.
- 1.4.7 This WTP will be implemented by the Wellesley TPC, who will work with all occupiers prior to occupation to ensure that responsibilities are understood and that commitment is made to promoting sustainable travel to all employees.
- 1.4.8 Whilst this WTP covers all employer occupiers, not all will be required to prepare unit-specific travel plan documents. This will depend on the size of the unit and the travel plan threshold requirements of HCC's current parking policy (Appendix A). Regardless of unit size, all occupiers will be required to meet with the Wellesley TPC prior to occupation and to sign up to the aims and objectives and monitoring schedules defined within this WTP.
- 1.4.9 The schedule of commercial mix proposed for Wellesley has been cross-checked with HCC's travel planning policies. As a result of this cross-check, the following units will be subject to an occupier specific travel plan:
- ABRO site (2.42ha);
 - District / Neighbourhood Centre (4,512sqm);
 - Cambridge Military Hospital (6,000sqm); and
 - Maida Gym (1,723sqm).
- 1.4.10 Further details on the roles and responsibilities of all employer occupiers, regardless of requirement for a unit-specific travel plan, is provided in Chapter 6.
- 1.4.11 This WTP is intended to be updated following the phased occupation of Wellesley when occupier-specific details become more apparent, notably in terms of employee travel patterns.

1.5 Scope of Workplace Travel Plan Framework

- 1.5.1 The scope of this WTP is two-fold:
- Firstly it will set out an **overarching strategy for the whole of Wellesley**, outlining how specific site-wide measures will be implemented to the benefit of all occupiers, managed and monitored both at the outset and as the phased development of Wellesley progresses; and
 - Secondly it will **provide a clear framework for subsequent individual companies** to sign up to as they occupy Wellesley, providing a single overarching set of objectives and site-wide measures for their mutual benefit, whilst providing assistance with the delivery of their own occupier-specific measures.
- 1.5.2 As well as maximising coordination between the various site occupiers, this plan will identify preliminary baseline targets for the site. These targets will relate to modal splits for employee journeys made to and from Wellesley.

1.6 Structure of the Workplace Travel Plan Framework

1.6.1 This document sets out the criteria by which a Travel Plan for the Wellesley site will be delivered and how it aims to contribute to local and national objectives for sustainable travel.

1.6.2 This Travel Plan document is set out in a further eight Chapters:

- Policy Context;
- Travel Plan Aims and Objectives;
- Existing Situation;
- Travel Plan Management;
- Targets and Monitoring;
- Travel Plan Promotion and Measures;
- Implementation Action Plan; and
- Summary.

2 Policy Context

2.1 Introduction

- 2.1.1 The sustainability of new development has become of paramount importance and a significant amount of guidance has been produced on promoting lower carbon transport options such as walking, cycling and public transport, whilst advocating a reduction of the use of the private car. This section outlines the national and local policy context and best practice guidance under which this WTPF has been prepared.

2.2 National Policy Guidance

National Planning Policy Framework (NPPF), (DCLG, 2012)

- 2.2.1 Adopted on 27 March 2012, and replacing all previous Planning Policy Guidance Notes and Statements, the National Planning Policy Framework (NPPF) seeks to reduce the complexity and improve the accessibility of the planning system, whilst protecting the environment and encouraging growth in a sustainable manner.
- 2.2.2 Transport forms one of the 12 core land use planning principles set out by the NPPF. This principle directs that locations which are sustainable or which can be made sustainable should become the focus for significant development. Opportunities to utilise sustainable modes to their fullest, such as public transport, walking and cycling should be actively taken and these considerations are discussed in this Travel Plan.
- 2.2.3 As encouraged in the NPPF, the development has been planned in such a way that gives people a "real choice" regarding their mode of travel. Its density and proximity to local facilities ensures that sustainable modes can be considered a favourable option for local trips.
- 2.2.4 Travel Plans are noted in Paragraph 36 of NPPF as an important mechanism to facilitate measures to increase sustainability. As such, there is a requirement for developments which create a "significant" amount of trips to produce a Travel Plan. This Travel Plan supports the proposals and ensures the transport strategy is monitored and managed.

Creating Growth, Cutting Carbon: Making Sustainable Local Transport Happen (DfT White Paper, 2011)

- 2.2.5 The Government's Transport White Paper entitled 'Creating growth, cutting carbon: Making sustainable local transport happen' sets out the Government's vision for a sustainable local transport system that supports the economy and reduces carbon emissions.
- 2.2.6 The Transport White Paper states that action taken locally is best placed to support economic growth and deliver near term reduction in transport-related carbon emissions. This can be achieved by providing people with options to choose sustainable modes for everyday local transport choices to, for example, help boost economic growth by facilitating access to local jobs.
- 2.2.7 Travel Plans are noted as being a key means for promoting travel choices to a wide audience and encouraging a change in travel behaviour towards greater use of sustainable modes of travel.

Delivering a Sustainable Transport System (DfT, 2008)

- 2.2.8 This publication outlines Government's five goals for transport, focusing on the challenge of delivering strong economic growth while at the same time reducing greenhouse gas emissions.
- 2.2.9 These five overarching goals are:
- To support national economic competitiveness and growth, by delivering reliable and efficient transport networks;
 - To reduce transport's emissions of carbon dioxide and other greenhouse gases, with the desired outcome of tackling climate change;
 - To contribute to better safety security and health and longer life-expectancy by reducing the risk of death, injury or illness arising from transport and by promoting travel modes that are beneficial to health
 - To promote greater equality of opportunity for all citizens, with the desired outcome of achieving a fairer society; and
 - To improve quality of life for transport users and non-transport users, and to promote a healthy natural environment.
- 2.2.10 Travel Plans provide an opportunity to support these goals by highlighting and promoting the availability of low carbon transport options to residents and visitors, thereby reducing carbon emissions associated with low journeys.

Making Residential Travel Plans Work: Guidelines For New Development - (DfT, 2007)

- 2.2.11 Developed to assist both developers and local authorities, this document sets out some key principles to follow in the preparation of meaningful travel plan documents for new developments. At the heart of the document is the need to build in accessibility to all members of the community, by ensuring that travel plans are tailored to individual sites, addressing all aspects of life that create the need to travel.
- 2.2.12 The Travel Plan Pyramid, below, has been developed to illustrate the key elements of a successful travel plan, which should be built on firm foundations of good location and design.



Good Practice Guidelines: Delivering Travel Plans through the Planning System – (DfT, 2009)

- 2.2.13 This document defines a travel plan as:
- A long-term management strategy for an occupier or site that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed
- 2.2.14 The purpose of reviewing the document is to ensure that it remains relevant and effective.
- 2.2.15 Travel Plans are important for new developments in order to:
- Promote sustainable travel and help to reduce single occupancy car use;
 - Encourage effective use of current transport networks;
 - Support increased choice of travel modes;
 - Promote and achieve access by sustainable modes;
 - Respond to growing concern about the environment, congestion, pollution and poverty of access; and
 - Promote a partnership between the authority and the developer in creating and shaping 'place'.

2.3 Key Local Guidance

Hampshire County Council – Local Transport Plan 3 (LTP3)

- 2.3.1 LTP3 was formally approved on 24 February 2011. It contains two main elements, a long-term strategy covering the period from April 2011 to 2031 and a short term three year implementation plan.
- 2.3.2 The overall vision for LTP3 is a transport strategy that will help Hampshire County Council (HCC) realise:
- “safe, efficient and reliable ways to get around a prospering and sustainable Hampshire”.*
- 2.3.3 Chapter 5 of HCC's LTP3 identifies a number of larger settlements that are likely to experience growth that will create additional demand for social and physical infrastructure, as well as transport. These areas are Andover, Basingstoke, Farnborough and Aldershot. Some of the potential options for the Farnborough and Aldershot areas include:
- Targeted measures to improve capacity at congestion bottlenecks and optimise management of the highway network;
 - Delivery of the Aldershot and Farnborough Town Access Plans;
 - Investment in developing walking and cycling routes;
 - Enhancement of existing Quality Bus Partnerships and development of new ones;
 - Mitigation of the travel impacts arising from new development, particularly the Aldershot Urban Extension;
 - Measures to reduce peak time congestion, such as promotion of workplace travel planning and more flexible working arrangements;
 - Continued development of Farnborough Main station into a bus/rail interchange;
 - Encouragement of greater use of smaller rail stations in the Blackwater Valley for local journeys
 - Investigation of car club development.

Surrey County Council (SCC) Local Transport Plan 3

- 2.3.4 Surrey's third Local Transport Plan (LTP3) came into force from 1 April 2011. The overall vision for The Surrey Transport Plan (LTP3) is noted below:

"To help people to meet their transport and travel needs effectively, reliably, safely and sustainably within Surrey; in order to promote economic vibrancy, protect and enhance the environment and improve the quality of life"

- 2.3.5 Based on the vision of The Surrey Transport Plan, SCC has determined four main objectives:

- Effective transport: To facilitate end-to-end journeys for residents, business and visitors by maintaining the road network, delivering public transport services and, where appropriate, providing enhancements
- Reliable transport: To improve the journey time reliability of travel in Surrey
- Safe transport: To improve road safety and the security of the travelling public in Surrey
- Sustainable transport: To provide an integrated transport system that protects the environment, keeps people healthy and provides for lower carbon transport choices

- 2.3.6 SCC has a Travel Planning Strategy; to provide travel-planning measures, interventions and self-help support to schools and workplaces in Surrey to make informed choices about their travel.

The Draft Aldershot Town Access Plan (2012)

- 2.3.7 The draft Aldershot Town Access Plan (TAP) sets out a vision for how access to facilities and services in Aldershot Town Centre will be improved. The TAP has been developed jointly by Hampshire County Council and Rushmoor Borough Council.

- 2.3.8 The plan identifies issues of accessibility and transport in Aldershot Town Centre and sets out an action plan of potential transport and access improvement measures which could be delivered, subject to available funding.

- 2.3.9 One of the key aims of the TAP is to encourage access by sustainable modes i.e. walking, cycling and public transport.

- 2.3.10 The aims and objectives of the TAP are taken into account in the following Travel Plan and consideration is paid to how Wellesley can support the TAP.

Rushmoor Borough Council (RBC) Core Strategy

- 2.3.11 Rushmoor Borough Council (RBC) adopted its Core Strategy in October 2011, which they believe will successfully deliver sustainable development in the Borough up to 2027.

- 2.3.12 Within Section 5 Vision and Objectives, the vision of the core strategy, under the title of Rushmoor Plan Vision – Rushmoor 2027 details the view of the Wellesley.

"An urban extension to Aldershot on surplus public sector land will be delivered, providing a sustainable mixed community of about 4,250 new homes of which a significant proportion will be affordable. This development will provide an exceptional living environment and provide opportunities for improved integration between the military and civilian communities"

- 2.3.13 In order for RBC to deliver on the vision, it has listed a series of objectives of which, Objectives B (sustainable urban extension) and K (sustainable solutions to movement) are of the greatest importance for the Aldershot Urban Extension and are reflected through this document.

Rushmoor Borough Council (RBC) Aldershot Urban Extension SPD

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- 2.3.14 Rushmoor Borough Council (RBC) has produced a supplementary planning document (SPD) specifically for the Aldershot Urban Extension (Wellesley) proposal. The SPD was adopted on 10 March 2009.
- 2.3.15 Section 7: Transport and Access details the objectives set out by RBC and has split these into relevant sections covering 17 principles. The main objective of section 7: Transport and Access is as follows.
- "To deliver sustainable access and ease of movement, both to and within the urban extension, through the provision of excellent public transport services, and well designed and convenient walking and cycling routes"*
- 2.3.16 The 17 principles and their main aims objectives featured in Section 7 are detailed in full within the Transport Assessment. This Travel Plan has been developed to accord with the following principles:
- ▣ Principle STA1: Managing Travel Demand
 - ▣ Principle STA2: Connectivity and Permeability
 - ▣ Principle STA3: Inclusive Mobility
 - ▣ Principle STA4: Walking and Cycling
 - ▣ Principle STA5: Key Trip-Attractors
 - ▣ Principle STA11: Travel Plans – Overarching Workplace Travel Plan
 - ▣ Principle STA12: Sustainable Travel Marketing

2.4 Summary

- 2.4.1 The purpose of this chapter has been to present the key elements of a national and local policy framework that will be supported by the introduction of a Workplace Travel Plan Framework for Wellesley.
- 2.4.2 National, regional and local policies emphasise the need to promote sustainable travel and reduce the amount of trips undertaken by private car for all journey purposes. They encourage developments to provide the opportunity for residents, employees and school children to travel by public transport, cycle or walk for everyday journeys.
- 2.4.3 Travel planning at Wellesley will directly contribute to both national and local planning and transport policy objectives for promoting a full range of transport options at new developments. This will actively contribute towards delivering sustainable communities and improving people's accessibility to local services and amenities by non-car forms of transport.

3 Travel Plan Aim and Objectives

3.1 Workplace Travel Plan Framework Aim

- 3.1.1 The previous chapter has highlighted that a key objective of both national and local transport policy is to reduce the demand for car travel by promoting alternative transport options and widening people's travel choices. However, without positive measures to actively encourage drivers to use these alternatives, little change is likely to occur.
- 3.1.2 The use of information, incentives and encouragement needs to be applied to influence change. Furthermore, it is important to recognise that the mixed use nature of the overall development at Wellesley provides opportunities to encourage trip reduction – for example through encouraging employers to recruit locally from the residential area or offer existing staff relocation incentives to be based at Wellesley. It is anticipated that some employers will already be recruiting locally, for example, employers in day care. The notion of recruiting locally may mean more employees can realistically walk and cycle to work at Wellesley and this concept will be actively supported through this WTP.
- 3.1.3 Therefore, the headline aim for the Wellesley WTP is:
'To create an environment for employees that actively promotes a range of healthy, low carbon lifestyle and travel choices and reduces the overall need to travel to work by car'.
- 3.1.4 This aim will assist in reducing the amount of car travel to and from the whole site. This will in turn reduce traffic impacts on the surrounding highway network, to the benefit of reduced congestion, good air quality and improved road safety in the local area. The measures proposed within this document will not only bring associated benefits to the individual businesses and their employees, but will also help to mitigate any transport impacts of the development on the wider local community.

3.2 Workplace Travel Plan Framework Objectives

- 3.2.1 To achieve this aim, the following specific objectives have been set for the WTP:
1. Reduce the level of single-occupancy car trips associated with commuting to and from workplaces at Wellesley;
 2. Reduce the amount of single-occupancy car trips and costs associated with business travel;
 3. Facilitate and encourage sustainable, healthy and safe travel for employees and visitors to the site;
 4. Ensure that the differing transport needs of all site users are taken into account as far as practicable;
 5. Reduce any site traffic congestion to enhance, improve and make safe the journey to work via more sustainable transport modes;
 6. Facilitate and encourage the coordination of site occupiers in assisting to manage deliveries in a sustainable manner;
 7. Work in partnership with the local planning and highway authorities and other stakeholders to achieve the greatest mode shift away from single-occupancy car journeys, enabling a long-term area specific approach to traffic reduction; and
 8. Continually develop, evaluate and review the progress of the WTP.

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- 3.2.2 Whilst these form overarching site-wide objectives, they can be actively supported by the individual occupiers of employment units as the phased development of Wellesley progresses.
 - 3.2.3 The objectives will work towards achieving the overall aim of the WTP by bringing forward a package of measures from the outset that focus on promoting access to Wellesley by sustainable transport options as an alternative to the private car.
 - 3.2.4 It is intended that this will also specifically influence employee attitudes towards their own travel behaviour by considering sustainable travel alternatives in everyday trips, as opposed to single-occupancy car travel.

4 Existing Situation

4.1 Introduction

4.1.1 This section sets out existing conditions of the site in relation to public transport, walking and cycling. This is undertaken in order to fully understand the existing opportunities for the promotion of sustainable travel to and from the site and for assessing which additional 'tools' will be required to achieve the objectives set out within the previous chapter. This information is essential for all users of the site including residents, visitors and staff (of the ancillary uses).

4.1.2 Furthermore, this chapter provides a summary of the detailed accessibility assessment undertaken as part of the accompanying Transport Assessment Report (TAR). The summary provides an overview of the levels of accessibility to local facilities for education, employment, retail and leisure. This chapter provides a summary of this assessment.

4.2 Site Location

4.2.1 Aldershot is situated in the Borough of Rushmoor in north-east Hampshire. The site is located approximately 0.9km to the north of Aldershot town centre; the exact location of the site is shown on **Figure 1**. The land is currently owned by the Ministry of Defence (MoD). The site is located north of the A323 which runs directly through Aldershot town centre. The site is bordered by the A325 Farnborough Road to the west, the Basingstoke Canal to the north, and by the A331 to the east.

4.3 Public Transport

4.3.1 This section details the current opportunities for journeys by bus and by rail.

Journeys by Bus

4.3.2 A number of bus services operated by Stagecoach South exist in the vicinity of the site, providing a mix of local and inter-urban travel opportunities. Stagecoach's flagship Gold Line 1 service operates directly through Wellesley on Queens Avenue, providing a high frequency connection to Aldershot town centre, Farnborough and Camberley. Other operators in the Aldershot area include Fleet Buzz and National Express, who operate one additional service.

4.3.3 Aldershot has an extensive and integrated bus network which allows users to travel to work at Wellesley from destinations including Bordon, Camberley, Farnborough, Farnham, Guildford, Haslemere, Reading and Yateley. **Figure 2** illustrates the existing bus services operating in and around Aldershot.

4.3.4 A summary of local bus services operating from Aldershot Bus Station is provided in Table 4.1. The existing bus stops which are located in the vicinity of the site are also shown on **Figure 2**.

Table 4.1 Bus Services and Frequencies (Source: Operators Timetables June 2012)

SERVICE	ROUTE	Days of Operation	FREQUENCY			First & Last
			AM Peak (mins)	Off Peak (mins)	PM Peak / Evenings	
Local Services						
Gold Route 1 –	Aldershot – Farnborough Main –	Mon - Sun	Every 7 – 8 mins	Every 10 mins	Every 10 mins / ½ hourly	05:25 / 23:30 – Mon-Fri 06:30 / 23:30 – Sat
Stagecoach 3 –	Camberley Aldershot -	Mon – Sat	2 per hr	2 per hr	2 per hr	08:00 / 21:30 - Sun 06:00 / 18:40 – Mon-Fri
Stagecoach	Yateley - Aldershot	Mon – Sun				07:55 / 18:10 – Sat
4 & 5 – Stagecoach	Northtown - Alder- shot - Farnham	(Sunday – Alder- shot to Farnham only)	4 services	4 per hour	4 services / 1 per hr	06:54 / 23:17 – Mon-Fri 07:00 / 23:17 – Sat
15 – Stagecoach	Aldershot - Tice Meadow - Heron Wood	Mon - Sat	Every 15 mins	Every 15 mins	Every 30 mins	07:13 / 18:35 Mon-Fri 07:25 / 17:50 - Sat
17, 18 & 19 – Stagecoach	Aldershot / Farnham / Haslemere	Mon – Sun – 17 Mon – Sat – 18 Mon – Fri – 19	1 per hr 1 per hr 1 service	1 per hr 1 per hr 1 per hr	1 per hr / 1 per hr 1 per hr	08:30 / 18:40 – Mon-Fri 6:20 / 19:10 – Mon-Fri 06:30 / 17:50 Mon-Fri
20 – Stagecoach	Aldershot - Guildford	Mon – Sun	4 per hr	4 per hr	4 per hr / 1 per hr	06:15 / 23:03 – Mon-Fri 07:00 / 23:03 – Sat 07:50 / 18:03 - Sun
41 – Coun- tryliner	Farnborough - North Camp - Ash	Mon – Fri	1 service	1 per hr	1 per hr / None	07:37 / 17:09
65 – Stagecoach	Aldershot - Guildford	Mon – Sat	3 services	1 per hr	2 services	07:25 / 16:50
56	Aldershot - Farnbor- ough 6 th Form	Mon – Fri	1 service	n/a	1 service	07:50 / 17:10
70 – Fleet Buzz	Aldershot - Elvetham Heath	Mon – Fri	1 service	1 per hr	1 service	07:50 / 18:05

- 4.3.5 As shown in Table 4.1 above, Stagecoach's Gold Route 1 is the most frequent service operating every 10 minutes during the day and every 7 to 8 minutes during the AM peak along Queen's Avenue through the Wellesley development area. As this route serves Aldershot and Farnborough Main Rail Stations, it is an important commuter service providing excellent transport links to onward destinations served by mainline rail, including London Waterloo, Basingstoke, Alton and Guildford. London Waterloo can be reached by rail from Aldershot in less than one hour.
- 4.3.6 Route 1 is branded as a "Gold" service and forms part of a high investment Quality Bus Partnership between Stagecoach and the local authorities. Currently the vehicles used to operate the route have capacity for 41 seated and 7 standing passengers. They utilise low emissions engines and offer quality interiors, Wifi connections and gold livery.
- 4.3.7 Existing bus stops within the site include Steele's Road, Hospital Road and Queen's Avenue. The services running from Steele's Road bus stop have been summarised in Table 4.2 below.

Table 4.2: Bus Services and Frequencies from Steele's Road (Queen's Avenue)

Service	Route	Days	Frequency			Times
			Peak	Off-peak	Weekend	
1 - Stagecoach	Aldershot - Farnborough Main - Camberley	Mon - Sun	Every 10 mins	Every 10 mins	Every 10 mins / ½ hourly	05:29 / 23:34 – Mon-Fri 06:35 / 23:34 – Sat 08:03 / 21:33 - Sun
401 - Stagecoach	Weybournes All Hallows School - Camberley	Mon - Fri	0	0	1 service	15:33
414 - Stagecoach	Southwood - All Hallows School	Mon - Fri	1 service	0	0	08:28
415 - Stagecoach	Fox Lane - All Hallows School	Mon - Fri	1 service	0	0	08:33

- 4.3.8 The provision of routes operating close to the proposed development and which stop at Aldershot bus station ensures there is a great deal of potential for multi-modal journeys. These services will act as an inducement for visitors and employees to consider sustainable travel choices.

Table 4.3 Bus Services and Frequencies from Steele's Road (Source: Operators Timetables June 2012)

SERVICE	ROUTE	Days of Operation	FREQUENCY Weekday			First & Last
			AM Peak (mins)	Off Peak (mins)	PM Peak / Evenings	
Local Services						
1 – Stagecoach	Aldershot – Old Dean	Mon - Sun	Every 10mins	Every 10 mins	Every 10 mins / ½ hourly	05:29 / 23:34 – Mon-Fri 06:35 / 23:34 – Sat 08:03 / 21:33 - Sun
401 – Stagecoach	Weybournes All Hallows School – Camberley	Mon – Fri	0	0	1 service	15:33
414 – Stagecoach	Southwood – All Hallows School	Mon – Fri	1 service	0	0	08:28
415 – Stagecoach	Fox Lane – All Hallows School	Mon – Fri	1 service	0	0	08:33

Journeys by Train

- 4.3.9 The nearest rail station is Aldershot Rail Station, located approximately 1.6km, equating to a 15-20min walk, south of Wellesley. To the north east there is also North Camp Rail Station, 4.2km from the site, and Ash Vale Rail Station, 5km from the site. As Aldershot Rail Station is the closest to the site, this has been used as the main train access point and has been looked at in more detail.
- 4.3.10 Aldershot Rail Station is operated by South West Trains who operate services to a number of local and national destinations including Alton, Guildford, Ascot and London Waterloo. As described above regular bus services link the site with the rail station, which is located adjacent to Aldershot bus station. Bus shelters are provided adjacent to the station building.
- 4.3.11 Aldershot Rail Station is staffed between the hours 05:30 to 01:15 – Monday to Saturday, and 05:15 to 01:15 on Sundays. The office opening hours are 06:20 to 21:18 Monday to Saturday and 07:35 to 18:55 on Sunday. Self-service ticket machines are available and the station has a covered waiting room, payphone, taxi rank and toilet facilities.
- 4.3.12 For disabled users, the rail station has partial step free access. Platform 1 is fully accessible to wheelchair users. Platforms 2 and 3 are step free only when accompanied by a member of staff. The station also has two disabled parking spaces.
- 4.3.13 Secure covered cycle parking is also available at the station totalling six lockers. There are also 24 un-covered cycle racks. The station has partially covered platforms with seats provided, and real time electronic timetable displays.
- 4.3.14 The average journey time to London Waterloo is 55 minutes from Aldershot Rail Station. A summary of average journey times and peak hour frequencies for direct services to and from Aldershot are shown in Table 4.4.

Table 4.4 Summary of Rail Services from Aldershot Rail Station

ROUTE	OUTBOUND (AM journey)		INBOUND (PM return journey)	
	AM Peak	Journey Time	PM Peak	Journey Time
	Direct	(minutes)	Direct	(minutes)
	(0700-0800)		(1700-1800)	
Aldershot – Ldn Waterloo	2	47:30	2	44:00
Aldershot – Alton	2	20:00	2	20:00
Aldershot – Ascot	2	28:00	1	31:00
Aldershot – Guildford	2	17:00	2	17:00
Aldershot – Ash Vale	5	04:00	4	05:00
Aldershot – Farnham	2	05:00	2	06:00
Aldershot – Woking	3	17:00	2	19:00

Source: National Rail website – June 2012

- 4.3.15 As can be seen from Table 4.4 above, Aldershot Rail Station has good connections with a mainline London station with two services per hour outbound in the morning peak hour and two inbound services in the evening peak hour, providing excellent opportunities to encourage business trips to and from Wellesley by rail.
- 4.3.16 The direct train service towards Woking also provides a link with Clapham Junction, Portsmouth, Weymouth and Basingstoke. With the direct line to Guildford, this provides access to Reading, Redhill and Gatwick Airport. Although it is not a direct service, Gatwick Airport can be reached in approximately 1hr 20mins.

Farnborough (Main) Rail Station

- 4.3.17 At Farnborough (Main) rail station, trains are operated by South West Trains to a number of local and national destinations including Fleet, Woking, Basingstoke, Surbiton and London Waterloo. Regular bus services, including Gold route 1, link the railway station with Old Dean, Camberley, Fleet and Aldershot, passing adjacent to Wellesley. Bus shelters are provided adjacent to the station entrance.

- 4.3.18 Self-service ticket machines are available and the station has a covered waiting room, toilets, payphone, coffee shop, a help point, real time electronic display, taxi rank and vending machine.
- 4.3.19 In terms of disabled accessibility, the railway station has full step free access throughout. Both platforms are fully accessible to wheelchair users, with lifts/ footbridge provided for access to Platform 1. The station also has six disabled parking spaces, for which parking charges apply.
- 4.3.20 Table 4.5 below shows that Farnborough (Main) rail station has good connections with a mainline London station with four services per hour outbound in the morning peak hour, and four inbound services in the evening peak hour, providing excellent access for business related trips to and from Wellesley. The average journey time to London Waterloo is 45 minutes. A summary of average journey times and peak hour frequencies for direct services to and from Farnborough (Main) are also shown in Table 4.4 below.
- 4.3.21 The direct line to Basingstoke provides a link with Exeter and South Wales, whilst the direct line to Woking provides access to Heathrow Airport and Portsmouth.

Table 4.5 Summary of Rail Services from Farnborough Main

Route	Outbound (AM journey)		Inbound (PM return journey)	
	AM Peak	Journey Time	PM Peak	Journey Time
	Direct (0700-0800)	(minutes)	Direct (1700-1800)	(minutes)
Farnborough – London Waterloo	4	38-43	4	34-53
Farnborough – Basingstoke	4	13-25	4	24-28
Farnborough – Woking	3	10-12	3	9-12
Farnborough – Brookwood	2	7	2	7
Farnborough – Fleet	3	5-6	4	5-6

*Source – www.nationalrail.co.uk June 2012

North Camp Rail Station

- 4.3.1 North Camp rail station is operated by First Great Western. Rail services are provided to a number of local and national destinations including Ash, Farnborough North, Guildford, Reading and Gatwick Airport. Regular bus services link the railway station with Ash and Farnborough, however there are no direct services to Wellesley. Bus stops are located 40m west of the station entrance.
- 4.3.2 Self-service ticket machines are available and the station has a covered ticket office, sheltered waiting areas on both platforms, payphone, real time electronic display and vending machine.
- 4.3.3 For disabled users, the railway station has partial step free access. Platform 2 is fully accessible to wheelchair users. Platform 1 is accessed via the level crossing and a short ramp. The station also has disabled parking provision which is free of charge.

- 4.3.4 Table 4.5 below shows that North Camp rail station provides a direct connection with one of London's largest airports with two services per hour outbound in the morning peak hour, and three inbound services in the evening peak hour. This provides the opportunity for access to a wider range of destinations for business trips to and from Wellesley. The average journey time to Gatwick Airport is 63 minutes from North Camp rail station. A summary of average journey times and peak hour frequencies for direct services to and from North Camp is also shown in Table 4.6.
- 4.3.5 The direct services to Reading provide an onward link with Oxford, Birmingham and London Waterloo and direct services to Guildford provide access to Alton, Portsmouth and Brighton.

Table 4.6 Summary of Rail Services from North Camp

Route	Outbound (AM journey)		Inbound (PM return journey)	
	AM Peak	Journey Time (minutes)	PM Peak	Journey Time (minutes)
	Direct (0700-0800)		Direct (1700-1800)	
North Camp – Gatwick Airport	2	55-79	2	56-58
North Camp – Reading	2	27-31	4	26-31
North Camp – Guildford	3	13	3	11-16
North Camp – Ash	3	4	2	4
North Camp – Farnborough North	1	4	3	4

*Source – www.nationalrail.co.uk (June 2012)

- 4.3.6 This review of local rail services has shown the wide variety of options for travel by rail to a range of destinations for business related trips. This provides an excellent opportunity to promote and encourage business trips by rail as part of a longer journey to employers and their employees at Wellesley.

4.4 Pedestrian and Cycle Network

- 4.4.1 The routes of existing footways, in addition to existing and proposed cycleways, are shown on **Figure 3**.

Existing Pedestrian Facilities

- 4.4.2 A comprehensive network of footways runs adjacent to the majority of residential roads which are situated to the south and running through the proposed residential development. Access can be gained towards local facilities within Aldershot town centre by a variety of routes, such as Hospital Hill, Middle Hill, Gun Hill and Ordnance Road. The majority of footways are lit and well maintained.
- 4.4.3 The network of footways within and adjacent to the site also support pedestrian routes to Connaught School and Wavell School, Lynchford Road shops and the Basingstoke canal towpath. The key routes have been audited and the results of this audit are described in detail within the Transport Assessment Report. A summary of these routes is provided below:

- **Queens Avenue and Hospital Hill** provide the main north to south route through the existing site, linking Aldershot town centre to the south and The Wavell School and Lynchford Road to the north. The route includes wide footways and an on-road cycle route along part of its length. The footways are generally well maintained and street lighting is provided along its entire length.
- **Alison's Road and Thornhill Road** link Farnborough Road and Clubhouse Road to the west with Government Road and Ordnance Road to the east. At present this forms the main east to west traffic route through the existing MOD site and as part of the development will provide access to SANGs, the existing cycle route on Farnborough Road and towards Ash Vale railway station. Alison's Road and Thornhill Road have a good provision of footway and street lighting along the majority of the route.
- **Ordnance Road** runs along the eastern side of the development, linking Thornhill Road and Government Road to the A323. As a result, it is likely that this route would be used as access to and from Aldershot town centre and railway station from this part of Wellesley. Generally, the surface quality of the footway along Ordnance Road is good and there is street lighting along the entire route. However, there are no on-road or off-road cycle facilities provided.
- **Gun Hill** links Hospital Road with the A323 and Aldershot town centre. It is also the address of Talavera Junior School. Footway provision along this route is good (2m wide) and there is street lighting.
- **Middle Hill** links Hospital Road with the A323, and provides a direct pedestrian route to Aldershot town centre. Middle Hill is a residential street which forms part of Talavera Park and as a result has a good provision of footways (2m wide) and street lighting.
- **Knollys Road and Badajos Road** link Hospital Hill and Willems Avenue, providing a route between Wellesley and Tesco Superstore. Due to the residential nature of this route, footway provision is generally good and there is street lighting along the entire route.
- **The A325 Farnborough Road** links Aldershot and Farnborough along the western edge of Wellesley, with existing pedestrian and cycle access points at Knollys Road and Alison's Road. Each of these access points join the existing shared-use path on the eastern side of the A325, which links the southern edge of Aldershot and Farnborough town centre. This route is likely to become well used by pedestrians and cyclists wishing to access Aldershot town centre (via Willems Avenue), The Wavell School, Farnborough College, and Farnborough town centre and railway station.
- **The A323 Wellington Avenue / Ash Road routes** east to west between Aldershot town centre and the existing MOD site, linking the A325 Farnborough Road with the A331. Due to the north to south links between Wellesley and Aldershot town centre, it is not anticipated that the A323 will be heavily used in connection with Wellesley other than to access Connaught School or Ash Road Industrial Estate. There is a good standard of footway and street lighting along the entire route, but no on-road or off-road provision for cyclists.
- **Government Road** is located to the north east of the main development site linking Ordnance Road and Thornhill Road to Lakeside Road in Surrey. In the future this route will be used to access the Camp Farm Lake SANG.

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- **Lynchford Road** is located at the northern end of Queens Avenue, providing an east to west connection between A325 Farnborough Road, A331 and North Camp Railway Station. In addition to being used as an access route for pedestrians and cyclists wishing to access the railway station at North Camp, Lynchford Road also contains a number of shops which are likely to be used by residents of Wellesley.

4.4.4 These routes will provide employees at Wellesley the opportunity to walk (and cycle) to work, both from within the development and from the wider local area.

Existing Cycle Facilities

4.4.5 Rushmoor Borough Council (RBC) has specifically identified three cycle routes in the Aldershot area. These can be seen on **Figure 3** and are described below:

- **Queens Avenue and Farnborough Road**
 - There is an on road cycle route along Queens Avenue and an off road cycle route along Farnborough Road. Both routes head towards Aldershot.
- **Wellington Avenue**
 - There are on and off road cycle routes around Wellington Avenue, in addition to on road cycle routes along Station Road. Around Sheridan Close there is a small section of a designated cycle route which uses both on and off road cycle lanes.
- **Lower Farnham Road**
 - There is an on road cycle route along Ash Road, leading into an off road cycle lane along Lower Farnham Road. A quieter on road cycle lane goes along Tongham Road serving Connaught School and through to an off road cycle route heading towards Tongham. There is also a small on and off road cycle route very close to Boxhalls Lane.

4.5 Accessibility

4.5.1 The accompanying Transport Assessment Report provides a detailed assessment of accessibility for pedestrians and cyclists between the site and key local facilities for education, employment, leisure and retail purposes. Of particular relevance for this WTP is the high level of access to and from the site on foot, by bicycle and by public transport routes from surrounding local areas. This will help both existing and future local residents access the site for employment opportunities by sustainable modes of transport.

4.6 Parking

4.6.1 Parking standards for Wellesley are defined within the Transport Assessment Report.

4.7 Town Access Plans

- 4.7.1 The draft Aldershot Town Access Plan (TAP) sets out a vision for how access to facilities and services in Aldershot Town Centre will be improved. The TAP has been developed jointly by Hampshire County Council and Rushmoor Borough Council.
- 4.7.2 The plan identifies issues of accessibility and transport in Aldershot Town Centre and sets out an action plan of potential transport and access improvement measures which could be delivered, subject to available funding. Once delivered, these facilities will benefit occupants of Wellesley by supporting safe and sustainable travel to and from the site and the town centre.

4.8 Hampshire 'My Journey' (HSTT) Programme

- 4.8.1 Hampshire County Council is aiming to reduce congestion with a sustainable transport and travel awareness campaign - 'My Journey' - which will be funded from the £4.1m grant received from the Government's Local Sustainable Transport Fund.
- 4.8.2 The 'My Journey' campaign will highlight the many activities planned as part of the Hampshire Sustainable Transport Towns project, which aims to increase people's use of sustainable and public transport and reduce congestion on our roads by ten per cent. Initially, 'My Journey' activities will be carried out in Aldershot, Andover, Basingstoke, Farnborough, Fleet and Winchester.
- 4.8.3 The continuation of this programme would provide an excellent opportunity for initiatives to be promoted at Wellesley.

4.9 Summary of Opportunities

- 4.9.1 It is evident that the site enjoys good accessibility to local facilities, many of which can be accessed by sustainable modes of travel. In addition, the proposed ancillary land uses on the site will further increase the level of accessibility to key land uses including convenience retail, which could be particularly important for reducing car trips made during lunchtime periods.
- 4.9.2 The design of the site, coupled with the Parking and Public Transport Strategies will further help to provide for and encourage sustainable travel habits from the outset.
- 4.9.3 Furthermore, this review has shown that the following additional opportunities exist to support sustainable travel to, from and within the site:
- Frequent bus services operating in the vicinity of the development site
 - providing opportunity for residents in the wider local area to access the site for employment
 - providing access to the rail station to promote business travel to and from central London and other local and regional destinations; and
 - Frequent rail services to and from Guildford, Reading and London Waterloo for business travel;
 - Rail service connections providing access to Gatwick Airport, should this be required for business travel;
 - Excellent facilities at Aldershot rail station for arrival and exit by all modes:
 - Bus stops located adjacent to rail station;
 - Secure cycle parking facilities; and
 - Disabled access.
 - Comprehensive network of existing pedestrian and cycle ways, providing access to on-site employment locations for residents of the site and wider local area;

- Area-wide travel planning opportunities, such as Hampshire County Council "My Journey" programme; and
- Range of convenience retail facilities within a 15 minute journey time on foot and by bicycle from the centre of the development site – to encourage localised convenience trips by sustainable modes, particularly during lunch breaks.

4.9.4 These opportunities will be built upon within this travel plan to support all journeys by sustainable modes.

4.10 Development Proposals

4.10.1 In addition to the existing travel opportunities that are available to employers and their employees at Wellesley, there will be a range of planning and transport proposals brought forward as part of the development which will further support sustainable travel for business trip purposes to, from and within Wellesley. These proposals are detailed in full within the Transport Assessment Report and are summarised below:

■ Development composition

- Through the provision of the mix of land uses at Wellesley the Transport Assessment Report details how this will result in a high level of internalisation i.e. trips beginning and ending within the development for a range of trip purposes, including for employment.
- By allowing future residents access to two new employment and retail uses within the development area, the need to travel externally by car is reduced. The land use proposals outlined above therefore have a strong potential to support more sustainable, low carbon travel patterns.

■ Parking Standards

- Parking standards for Wellesley are defined within the accompanying Transport Assessment Report.

■ Public Transport Strategy

- A Public Transport Strategy has been prepared to accompany the Transport Assessment Report, which provides information on a preferred strategy for enhancing local bus service provision to, from and within the development. The Public Transport Strategy outlines these proposals in detail, but in summary proposes a phased core bus service as follows:

- 2013/14 to 2017/18 - Utilisation of existing Gold Route 1;
- 2018/19 to 2019/20 - Utilisation of existing Gold Route 1 and provision of new 30 minute service via Queens Avenue to Aldershot and Farnborough (Main) Rail Station; and
- 2020/21 onwards - Utilisation of existing Gold Route 1 and provision of new 20 minute service via Wellesley development to Aldershot and Farnborough (Main) Rail Station
 - In addition, the Public Transport Strategy has developed a phased approach to provide for secondary educational trips within Wellesley, being:
- 2013/14 to 2016/17 - Utilisation of existing Gold Route 1 and Service 15;
- 2017/18 to 2023/24 - Utilisation of existing Gold Route 1 and Service 15 combined with provision of a contracted double decker specifically for school journeys; and
- 2024/25 onwards - Utilisation of existing Gold Route 1 and Service 15 combined with a contracted double decker and a mini-bus specifically for school journeys
 - The combination of these bus services will help to support trips for leisure, employment, retail and education, within, to and from Wellesley

■ Walking and Cycling Strategy

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- Based on the assessments of the existing pedestrian and cycle network a strategy of improvements is proposed that removes barriers between the site and key trip attractors and encourages walking and cycling to these locations through the provision of safe and attractive routes. This strategy includes access routes between Wellesley and Suitable Alternative Natural Greenspace (SANGS) which are included as part of the master plan, and aims to provide a comprehensive pedestrian and cycle network both within the masterplan and to and from surrounding areas. Furthermore, pedestrian and cycle schemes discussed in the Aldershot Town Access Plan (TAP) that are relevant to the development have been identified.
 - Throughout Wellesley, a series of primary and secondary pedestrian and cycle routes will be constructed as part of the proposed highway network to provide excellent links both within the site and to key trip attractors in the surrounding area. Queen's Avenue, Alison's Road and Thornhill Road will provide shared-use paths of adequate width to safely cater for pedestrian and cycle use. In addition to these routes provided adjacent to the highway, a shared-use path will be constructed along the existing Stanhope Lines between Farnborough Road to the west and Gallwey Road to the east.
 - The secondary network will consist of all other highway links within Wellesley, including footways of at least 2m wide and will be suitable for on-road cycling without dedicated cycle lanes. These will be designed using principles contained within Manual for Streets, providing attractive routes for walking and cycling with excellent permeability.
 - In addition to the provision of a primary and secondary pedestrian and cycle network a comprehensive wayfinding strategy will also be developed to direct users between various parts of Wellesley and destinations such as Aldershot town centre and railway station, Aldershot Health Centre, Tesco, Westgate, The Wavell School and Connaught School.

4.10.2 These opportunities will be built upon within this travel plan to support worker's options for travelling using healthy, sustainable and low carbon options as an alternative to travelling alone by car.

5 Travel Plan Promotion and Measures

5.1 Introduction

- 5.1.1 Through the previous chapters of this WTP and in accordance with the Travel Plan Pyramid discussed in Chapter 2, which illustrates the key elements of a successful travel plan, it has been shown that:
- ✱ The location of Wellesley, with clear linkages to the existing town centre, and with the availability of facilities on-site, will help to support everyday journeys for all purposes by modes other than the private car;
 - ✱ The design of the site, including on and off-site infrastructure for public transport, pedestrians and cyclists, will help support travel by these modes; and
 - ✱ The management structure of the site, as detailed in Chapter 6, will ensure the effective and efficient implementation of the WTP and close working with all employer occupiers on site on an ongoing basis.
- 5.1.2 In addition to these measures/characteristics and in consideration of the aims, objectives and targets that have been set, this chapter details the full range of site-wide measures that will be implemented to work towards meeting these goals. These will be funded by Grainger plc. Furthermore, this chapter sets out a range of unit-specific measures which will be implemented where appropriate and delivered and funded by the employer occupier.
- 5.1.3 Chapter 1, Section 1.4.8, details those units at Wellesley which are required to produce unit-specific WTPs. For ease of reference, these are:
- ✱ ABRO site (2.42ha);
 - ✱ District / Neighbourhood Centre: New Retail Unit (4,512sqm);
 - ✱ Cambridge Military Hospital (6,000sqm); and
 - ✱ Maida Gym (1,723sqm).
- 5.1.4 Following discussions with the Wellesley TPC and prior to occupation, the occupiers of these units will be required to prepare individual WTPs, selecting from a list of mandatory and optional measures, deemed most relevant to their organisation. Following development completions and occupation, further surveys and monitoring will present a clearer understanding of the 'unit-specific' measures that should be introduced. These occupiers will be required to update their individual WTPs following these monitoring events.
- 5.1.5 In the first instance, the Wellesley TPC will meet with all employer occupiers prior to occupation to discuss resources and responsibilities, and to agree a way forward for promoting sustainable travel within each of the organisations.

Site Wide Measures

- 5.1.6 Section 5.2 details those measures that will be implemented by the Wellesley TPC, funded by Grainger plc and which will benefit all employer occupiers of the site.

Unit-specific Measures

- 5.1.7 Section 5.3 provides a selection of potential measures which will be used by the TPC as a tool when holding discussions with occupiers, particularly those detailed in Section 5.1.3 above, when helping them to develop their own unit specific travel plans. This section is not exhaustive and not all measures will be relevant to all occupiers. This emphasises the importance of early discussions between all employer occupiers and the Wellesley TPC.

5.2 Site-Wide Measures

TRAVEL PLAN COORDINATOR

- 5.2.1 A site-wide Travel Plan Coordinator (TPC) will be appointed by Grainger plc to ensure the effective implementation of the Travel Plan. They will oversee the day to day running of activities and administration of the Plan. Prior to first occupations at Wellesley, the TPC will be responsible for establishing contacts within the local community i.e. bus operators and cycle shop owners, and ensuring the timely implementation of identified measures.
- 5.2.2 The TPC is primarily responsible for the implementation of the WTP and RTP, but their remit will extend site-wide to provide guidance, support and advice to the employment and educational components of the site.
- 5.2.3 The role and responsibilities of this coordinator are detailed in full in Chapter 7.
- 5.2.4 Details of the appointed TPC will be provided to Hampshire County Council.

PROVIDING TRAVEL INFORMATION

- 5.2.5 The provision of information on a wide variety of transport options for travelling to and from Wellesley will ensure all employees are fully aware of the choices available to them.
- 5.2.6 The dissemination of information can best be achieved through a range of methods, including via the internet, employee induction packs, information notice boards in each company, and direct contact with each employee. Therefore, the following measures will be introduced by Grainger plc at a site-wide level.

Wellesley Sustainable Travel Portal

- 5.2.7 Grainger plc will be responsible for the creation of a dedicated online sustainable travel portal for Wellesley that will focus on providing appropriate, up-to-date information on sustainable travel options for accessing the development.
- 5.2.8 The portal will serve as an interactive 'one-stop-shop' for the dissemination of site-wide sustainable travel information to the employees of each occupying business, as well as acting as a source of information for visitors. Information on the website will include details of local public transport routes, local amenities and facilities, walking and cycle maps and a link to online car sharing opportunities.
- 5.2.9 The website will also provide links to Traveline and Transport Direct so as to encourage employees and visitors to plan their journeys using sustainable transport.

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- 5.2.10 Appropriately monitored discussion forums will also be set up to allow comments and discussions on travel and transport within Wellesley. It is likely that Twitter and Facebook accounts will also be developed to enable the Wellesley TPC to market events and receive feedback from occupiers of Wellesley. For example, feedback from such forums relating to cycling could be presented by the Wellesley TPC at the Rushmoor Cycle Forum.

Wellesley Smart Phone Travel App

- 5.2.11 The Wellesley TPC will work to develop a Wellesley Travel App, utilising all available technology to enable employees, and residents, to gain instant access to helpful travel information. For example:
- A step counter and calorie counter for walkers
 - 'QR' technology at bus stops which when scanned would provide real time bus information; and
 - 'QR' technology on wayfinding posts which when scanned would provide an interactive map, showing the users current location and highlighting local points of interest.

Employee Sustainable Travel Information Pack

- 5.2.12 A Sustainable Travel Information Pack will be prepared by the TPC and provided to all employees at Wellesley. This pack will include details of the local public transport services, key local amenities and facilities, and walking and cycle maps.
- 5.2.13 The contents of the pack will be updated as necessary and can be delivered to each new employee by their employer prior to their first day of employment. This will help to ensure that all employees are able to consider the sustainable transport options available to them prior to commencing work at Wellesley and that the promotion of sustainable travel forms an active part of their employment induction process.
- 5.2.14 Any subsequent updates to information in the travel pack will be advised by the TPC, but printed and disseminated by the occupier.
- 5.2.15 Individual occupiers will be required to advise the TPC as to how many packs are required. The occupier will send packs to all staff prior to relocation and on confirmation of employment.

Personal Travel Planning

- 5.2.16 Personal Travel Planning (PTP) will be provided by the Wellesley TPC for employers and employees wishing to take part. PTP provides the opportunity for a one-to-one discussion with employees to discuss the individual's journey to work, issues with travel and the opportunities available to help resolve these issues and support the employee in making sustainable journeys to and from work. This process can help to highlight opportunities for sustainable travel that the employee might not otherwise have been aware of.
- 5.2.17 The requirement for PTP will be monitored through the monitoring events for existing employees and promoted through the Employee Sustainable Travel Information Packs. Outside of the monitoring events, employees will be encouraged to speak with their WTP Travel Champion regarding PTP, who will then pass on these details to the Wellesley TPC.

Travel Information Posters/Leaflets

- 5.2.18 Posters will be produced to provide information and details of key site-wide WTP initiatives, including the internet site web address and a contact for the Wellesley TPC. Leaflets will be produced for visitors to promote suitable modes of transportation to and from the locality. Posters relating specifically to upcoming monitoring events will also be provided for occupiers to display.
- 5.2.19 These will be distributed throughout the development to all occupying businesses for internal circulation within their premises to maximise awareness of WTP measures and opportunities to all employees.
- 5.2.20 To link in with the Wellesley Travel App, the Wellesley TPC will ensure that all posters and leaflets contain the relevant 'QR' symbols to enable people to obtain direct access to interactive material to assist with journey planning.
- 5.2.21 Occupiers will be encouraged to display this information in reception areas, communal areas and other areas of high foot fall.

Annual Employer Travel Forum

- 5.2.22 The Wellesley TPC will establish an annual Employer Travel Forum which will invite all employer representatives on site, regardless of unit size, to attend in order to benefit from workshops that will provide attendees with:
- Case studies highlighting best practice;
 - Open forum to highlight travel challenges;
 - A greater understanding of site-wide facilities; and
 - An opportunity to ask sustainable travel related questions of the Wellesley TPC and to provide feedback on sustainable travel activity within Wellesley.

MEASURES TO PROMOTE WALKING AND CYCLING

- 5.2.23 Through a review of current best practice for workplace travel planning across the country, it has been recognised that a combination of walking and cycling measures, particularly alongside measures aimed at car sharing, can achieve significant modal shift away from car driver trips. This highlights the importance of providing for and encouraging pedestrian and cycle journeys for employees to and from employment within Wellesley.

Walking and Cycling Network

- 5.2.24 Pedestrian and cycle permeability will be high, with links provided within Wellesley to the existing local area, enabling full use of the community facilities for employees based at Wellesley.

Site-Specific Walking and Cycling Maps

- 5.2.25 To demonstrate to employees how local facilities and services can be reached on foot, or by bicycle, site-specific walking and cycling maps will be produced by the TPC and distributed along with the travel information packs to all employers.
- 5.2.26 These maps will be produced with Wellesley as the central point of focus, with all key local facilities and services clearly illustrated within time bands showing average walking and cycling journey times. This will demonstrate how accessible these destinations are within a given travel time. The pedestrian and cycle links connecting Wellesley with Aldershot town centre will also be shown.

- 5.2.27 As detailed above, the TPC will work to develop the Wellesley Travel App. Potentially this could use available technology to locate the employee and providing interactive mapping, which would include cycle parking locations to assist with undertaking journeys. A separate App might also include a step and calorie counter.

Wellesley Way-Finding

- 5.2.28 Place making specialists 'Thinking Place' are creating the strategy for Wellesley and Way-finding, or direction markers, will be provided throughout the development site to assist pedestrians and cyclists to make their journeys more easily. The way-finding strategy will complement the proposals for way-finding within the Aldershot TAP for implementation across the wider Aldershot area.
- 5.2.29 Markers will direct pedestrians and cyclists to local facilities within Wellesley and to the town centre. They will give information on distance and approximate travel time.
- 5.2.30 Markers could use the current 'QR' technology which would enable smart phone users to scan the QR symbol on any given marker, which would then provide them with a mapped location within the development. The map could also highlight local points of interest for recreation.

Secure Cycle Parking

- 5.2.31 All employment facilities, shops and community facilities at Wellesley will be provided with high quality secure cycle parking facilities close to the main access to the building. This will ensure that individual companies at Wellesley will be able to benefit from secure and covered cycle parking for their employees to use. The monitoring process will be used to establish demand for cycle parking and if additional spaces are required.

Rushmoor Cycle Forum

- 5.2.32 The Wellesley Sustainable Travel Portal and social media sites will provide the opportunity for the TPC to establish discussion forums related to cycling. These may relate to specific, of the moment, issues or topics such as cycle safety and best practice, or a general cycling related discussion. These forums will be promoted to all employer occupiers through timed communications.
- 5.2.33 The TPC will attend the wider Rushmoor Cycle Forum; a varied cross-section of Rushmoor residents/employees linked by a desire to facilitate the use of bikes for recreation and as a means of transport. The Forum meets regularly with officers from Rushmoor Borough Council and HCC to discuss issues concerning cyclists and pedestrians in the area. The TPC will feed back best practice and other initiatives from this forum to employers at Wellesley and use the feedback from the on-line sources described above to contribute to meetings.

Employee Discounts

- 5.2.34 Details of local cycle shops will be publicised on the development website and discussions will be held with these shops to endeavour to secure discounts for employees on cycle purchase and repair. It is anticipated that such a discount may be secured given the sizable number of employees located at Wellesley.
- 5.2.35 The TPC will work further will local outdoor retailers to establish an employer's Sustainable Travel Discount Pass. This will provide a range of discounts to all employees on site at a number of local retailers offering outdoor equipment.

PROMOTIONAL EVENTS

- 5.2.36 The promotion of cycling and walking throughout the year will be undertaken through involvement in national activities. The TPC will gauge interest in events and see what hot topics are from feedback mechanisms through the Sustainable Travel Portal. The TPC will also use the Portal to gauge interest in events.
- 5.2.37 Employees located at all occupying organisations will receive publicity of these events via email, the website or notice boards/posters to actively encourage their participation. The coordination of these events will be facilitated by the TPC.
- 5.2.38 The TPC will work with the "Love to Ride" organisation and promote its website amongst employees, which is all about showing more people how enjoyable and easy cycling is. The organisation also organises cycle challenges, which can encourage some healthy cycling competition between employees located at Wellesley. The TPC will actively encourage such events on site and work to provide branded equipment, including t-shirts, to all entrants to help promote cycling within the community.

MEASURES TO PROMOTE PUBLIC TRANSPORT USE

Enhanced Public Transport Services

- 5.2.39 A Public Transport Strategy has been prepared to accompany the hybrid planning application, which provides information on a preferred strategy for enhancing local bus service provision to, from and within the development. The Public Transport Strategy outlines these proposals in detail, but in summary proposes a phased core bus service as follows:
- 2013 to 2017 - Utilisation of existing Gold Route 1;
 - 2018 to 2020 - Utilisation of existing Gold Route 1 and provision of new 30 minute service via Queens Avenue to Aldershot and Farnborough (Main) Rail Station; and
 - 2021 onwards - Utilisation of existing Gold Route 1 and provision of new 15 minute service via Wellesley development to Aldershot and Farnborough (Main) Rail Station
- 5.2.40 These services will help to support commuting trips by bus within, to and from Wellesley through build-out and beyond completion of the development.

Bus/Rail Service Information

- 5.2.41 Details of public transport services serving the development area will be publicised to all employees, including route, fares and timetable information. This information will be disseminated directly to employees via a range of media including posters, sustainable travel information packs and via the Wellesley website.
- 5.2.42 As part of the Personalised Travel Planning initiative, each individual business / new members of staff will be offered public transport information for their journey, based on their home postcode location as part of their induction process.

Discounted Fares

- 5.2.43 Discussions with public transport service operators will be undertaken, led by the TPC, to seek the possibility of discounted public transport fares for employees.
- 5.2.44 This will be undertaken prior to occupation to ensure that discounts and the method for securing discounts is squared away so that that benefit can be realised from first occupation.

MEASURES TO PROMOTE MORE EFFICIENT CAR USE

Car Parking Management

- 5.2.45 It is recognised that the management of car parking is key to implementing a successful WTP. To emphasise the importance of this, the accompanying Transport Assessment details in full how Wellesley will accord with local parking policy.
- 5.2.46 The TPC will work with individual occupiers to help manage the demand for car parking at Wellesley and ensure no inappropriate overspill car parking occurs.

Car Sharing

- 5.2.47 As organisations take up occupancy at Wellesley, the 'HantsCarShare' database will be promoted to provide the mechanism for encouraging car-sharing amongst employees from across the different companies.
- 5.2.48 Membership of this database will continue to grow as future occupiers arrive on site. The overall size of the database will then be enhanced, to the collective benefit of all employees looking to find prospective matches.
- 5.2.49 This will provide an ideal platform for employees with the same commuting destination to find a suitable car-sharing partner to share the journey to work with. In turn, car-based journeys to work will be made in a more efficient manner, and overall car trips will be reduced.
- 5.2.50 The benefits of joining a car share database will be promoted throughout Wellesley using promotional materials issued to employees through the sustainable travel packs, internet site and advertising (such as posters) to be located within public areas at each occupying organisation.
- 5.2.51 In addition to the above, information and guidance will be provided to car sharers on security, the division of costs without incurring tax penalties, and details of insurance requirements to help facilitate a popular and successful scheme.
- 5.2.52 The TPC will work with the occupiers of larger units and where dedicated staff car parking is provided, to ensure that convenient spaces near to the unit entrance are marked specifically for use by car sharers.

Electric Vehicle Charging Points

- 5.2.53 The technology behind electric vehicles is at a point where they now provide a much better range and level of performance than early incarnations. From being produced by specialist companies they have now moved to mass production by the world's major manufacturers, with fully electric cars being released by Nissan, Peugeot, and Renault.
- 5.2.54 By providing a number of secure charging points within the development, such as the Neighbourhood Centre, for example, those who feel that they need a vehicle may be encouraged to choose an electric car. This offers a social benefit of zero harmful emissions from the vehicle. There are personal benefits for the owner of the vehicle as it will be exempt from road tax and the London Congestion Charge. Since January 2011, the government has been offering a grant of up to £5000 to be used towards the purchase of a fully electric vehicle. Government has made provision to support the Plug-in Car Grant for the life of this Parliament.
- 5.2.55 The installation of charging points within the neighbourhood centre, for example would put the Urban Extension at the forefront of the promotion of zero emission vehicle use in the locality.

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- 5.2.56 Therefore, Grainger plc will review the benefits and viability of introducing some electric charging points for vehicles within the development. This will serve as an added incentive for local residents to consider electric vehicles, thereby reducing vehicle emissions, as they will have opportunity to charge the vehicles at their end destination.

5.3 Occupier-Specific Measures

- 5.3.1 Certain measures may be introduced by future occupiers of Wellesley on a company by company basis, depending on the applicability of a given measure to their operation. Those occupiers which are required to produce their own unit-specific WTP must discuss with the Wellesley TPC which of these measures, in addition to a set of mandatory measures (highlighted in orange), are most appropriate for their size and type of organisation.
- 5.3.2 Occupiers not required to produce a unit-specific WTP are not prevented from implementing additional unit-specific measures, over and above the mandatory measures, as they are able to commit to voluntary measures through their Statement of Intent. At this stage the occupiers of these smaller employment units are unknown, as are their operational characteristics and operating margins, budgets and funding availability. It is therefore considered unreasonable to demand certain measures of these smaller occupiers which might undermine the viability of that business. At this stage, we have identified certain measures which should be deemed as mandatory for these occupiers, as with the larger employers, but which are negotiable in consultation with the TPC dependent on operational characteristics.
- 5.3.3 The measures in this section may, or may not, be relevant to the specific operation and travel characteristics of a particular occupier, but each has been selected based on its merits to encourage sustainable travel behaviour. As such these measures will not be delivered directly by Grainger plc, but through individual business occupiers, with guidance from the Wellesley TPC. The intention would be for individual occupiers to consider adopting these measures as part of their company policy, and where they are clearly appropriate and beneficial to their business operation.
- 5.3.4 These suggested measures are, as far as possible, intended to be suitable for review following identification of each occupier. As such more specific details on these measures will be presented to HCC in line with the phased development and occupation of Wellesley.
- 5.3.5 To clarify, measures that are highlighted in orange within the remainder of this chapter are:
- Mandatory for employers required to produce their own WTP; and
 - Mandatory for employers of smaller units not required to produce their own WTP, subject to operational applicability (requires detailed consultation with the Wellesley TPC).

PROMOTING SUSTAINABLE TRANSPORT OPTIONS

Cycle2work Schemes

- 5.3.6 In consultation with the TPC occupiers will be encouraged to become involved in the government initiated Cycle2Work scheme which offers both tax and national insurance savings to participating employees who purchase a bike to cycle from home to work.
- 5.3.7 Payments for a bicycle can also be spread across the year using the scheme. An example of such a scheme can be found at www.halfordsb2b.com.

Public Transport Season Tickets

- 5.3.8 Larger occupiers will be required to offer their employees interest-free loans to enable them to purchase public transport season tickets. The greatest saving on public transport fares can be achieved by purchasing a long-term season ticket. However, the need for a single advance payment can be prohibitive for some employees, particularly those on lower incomes. By offering an interest-free loan, employees can realise the financial savings of a season ticket and pay for it over time rather than in advance.
- 5.3.9 In addition and as stated in Section 8.5, the TPC will work with local transport operators to secure discounted travel on local public transport services.
- 5.3.10 It is unlikely that the operating margins of the smaller occupiers will make this a financially feasible option however the Wellesley TPC will discuss the details with each occupier prior to occupation.

Incentives for Walking and Cycling

- 5.3.11 In addition to providing information, facilities and promotional events, there are a range of incentives that can be offered to encourage walking and cycling.
- 5.3.12 Introducing walking and cycling incentives is mandatory for the larger occupiers required to produce their own travel plans (selecting at least two from the list below), but negotiable for the smaller occupiers in consideration of operational characteristics.
- Financial incentives for those who walk or cycle;
 - An extra 5 minutes holiday for every return journey made to work on foot or by bicycle;
 - Entry into prize draws;
 - Provision of an 'Umbrella Pool' (use of branded umbrellas provided at unit entrances);
 - Cycling proficiency training;
 - A 'walker's breakfast'; and
 - Greater flexibility over working times.
- 5.3.13 A key role of the TPC will be to discuss with the smaller site-occupiers the potential for some of these incentives to be offered to their employees. Such benefits will be promoted to occupiers through the Wellesley Cycle Forum, but also on an individual basis through early discussions with employers prior to occupation.
- 5.3.14 Interest for cycling proficiency training can be gauged through the travel surveys.

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- 5.3.15 The TPC will work with the occupiers and developers to gauge interest in the development of an Employee Sustainable Travel fund. This would need employers to contribute to a single fund which would help to implement travel plan measures to the benefit of all employees on site. For example, given the small scale nature of many of the business units, it is unlikely that an employee would be encouraged to cycle with the reward of a breakfast on their own, but they may be encouraged to join a Wellesley cycling breakfast club to meet other like-minded employees on site. This would be paid for by the fund. There is the potential that the developers / Grainger could enhance the pot by agreeing to add a percentage of the total.

Cycle Training

- 5.3.16 Hampshire Cycle Training (<http://www.hampshirecycletraining.org.uk/>) provides cycling proficiency training to all ages, including specifically designed courses aimed at employers and their employees. The TPC will promote the benefits of utilising Hampshire Cycle Training to all employees, particularly through the Wellesley Cycle Forum. It will be up to the individual organisations to decide whether this would be something that is appropriate to their organisation and subsequently, to implement and fund.

ENCOURAGING EFFICIENT CAR USE

- 5.3.17 Wellesley will be a mixed use development consisting of residential and employment properties, adjacent to existing residential areas. Therefore, the opportunity exists to promote the employment opportunities to residents in the surrounding area or those moving into the new residential dwellings.
- 5.3.18 Larger occupiers are required to publicise the availability of residential properties at Wellesley to their existing staff base. This may help support a reduction in longer distance commuting trips into Wellesley, as residents are based more locally. Some form of incentive offer may be possible to help encourage this process.
- 5.3.19 Whilst this measure is only likely to be feasible for the larger occupiers, the TPC will work alongside all site occupiers to promote these types of schemes. Smaller occupiers may not be able to provide the financial incentives, but could still focus on local recruitment.

Company Car Policy

- 5.3.20 Larger occupiers who anticipate offering company cars to employees as part of their remuneration are required to offer a financial alternative. This will in turn encourage employees that are entitled to a company car to consider such an alternative as opposed to taking up the use of an additional car.
- 5.3.21 The larger occupiers are also required to review their company car policy and consider introducing fuel efficient, or alternative fuel, low emission pool cars and fleet vehicles will also be actively promoted by the TPC to each site occupier. This will further help to reduce the impact of car-based vehicles on the local environment.
- 5.3.22 By offering electric pool cars and fleet vehicles it would make use of the charging points discussed previously.

Guaranteed Ride Home Scheme

- 5.3.23 Occupiers will also be encouraged to offer a 'guaranteed ride home' for their employees who participate in any car-sharing arrangement. Under the guaranteed ride home scheme, if a member of staff has to leave at an unexpected time for emergency reasons and no practical alternative travel option is available, the organisation will provide the means for ensuring that this person gets home.
- 5.3.24 This may take the form of covering the cost of a taxi for that employee. The 'guaranteed ride home' scheme will also help appease any concerns amongst employees should their car sharing arrangements fail for any reason, ensuring they are able to travel home.
- 5.3.25 Financial incentives represent another option for the promotion of efficient car use and car sharing. Financial incentives such as 'cash-out' schemes might be offered to employees who car share, or entry to a prize draw for all members of the car share database. These cash-out and prize schemes can of course be extended to cover those who travel to work by other sustainable means, such as walking and cycling.
- 5.3.26 The TPC will discuss the potential for these schemes with individual companies.

MEASURES TO PROMOTE SMARTER WORKING PRACTICES

- 5.3.27 A review of working practices can have a positive impact in encouraging sustainable travel behaviour and each occupier will be encouraged to consider the following working practices for their employees, where applicable. For example:

Flexible Working Hours/Compressed Working Week

- 5.3.28 Where operational requirements permit, occupiers should examine the potential to introduce a practice of flexible working hours amongst employees. This will help to ensure that those wishing to travel by public transport are not deterred by small conflicts between when these services operate and when they are required to commence work. Where such conflicts do occur, and cannot be resolved, this may lead to a higher level of car dependency.
- 5.3.29 Individual occupiers will be encouraged by the TPC to introduce this flexibility in working hours where possible.

Remote/Home Working Opportunities

- 5.3.30 Home working may only be suitable for a small number of employees within a business, but can reduce the overall number of journeys to and from the site. Therefore, each occupier will also be encouraged by the TPC to explore the potential to introduce home working where possible.

Video/Tele-Conferencing Facilities

- 5.3.31 Making available video and audio conferencing facilities will allow employees to use them instead of travelling for some business journeys. The TPC will highlight the benefits of these facilities to companies at Wellesley where it appears applicable to their business operation.

5.4 Sustainable Visitor Journeys

- 5.4.1 Visitors to Wellesley will be able to access sustainable travel information via the dedicated Wellesley sustainable travel website.
- 5.4.2 All occupiers are required to promote this information and directing visitors to the website should be considered a standard business practice for future occupiers to ensure visitors are aware of the sustainable travel options that might be available to them. This will be communicated to individual businesses by the TPC.

5.5 Deliveries

- 5.5.1 Larger occupiers are required to arrange deliveries outside of the highway AM and PM peak periods to reduce the impact that these deliveries will have on the local highway network. Furthermore, occupiers will be encouraged to source local suppliers to reduce the overall mileage and carbon emissions associated with business related deliveries. Larger occupiers will document their arrangements in a 'Delivery and Servicing Plan', which will be discussed with the site-wide TPC.

5.6 Summary

- 5.6.1 This chapter has outlined a number of measures that will actively encourage sustainable travel behaviour amongst employees and reduce the number of single-occupancy car journeys associated with development at Wellesley.
- 5.6.2 The measures themselves will either be implemented as site-wide measures, funded by Grainger plc, or will be encouraged as a sustainable business practice to be adopted and funded by future occupiers of the site, and within any subsidiary WTPs.
- 5.6.3 Table 5.1 below provides a summary of the measures detailed above and shows how each will help to work towards achieving the objectives defined in Chapter 3. Those which are considered to be mandatory are highlighted in orange. For smaller occupiers, the TPC will review each individual case once an occupier has been identified, and prior to occupation, to ensure that these measures do not undermine the viability of that business. For ease of reference, the objectives are repeated below:
1. Reduce the level of single-occupancy car trips associated with commuting to and from workplaces at Wellesley;
 2. Reduce the amount of single-occupancy car trips and costs associated with business travel;
 3. Facilitate and encourage sustainable, healthy and safe travel for employees and visitors to the site;
 4. Ensure that the differing transport needs of all site users are taken into account as far as practicable;
 5. Reduce any site traffic congestion to enhance, improve and make safe the journey to work via more sustainable transport modes;
 6. Facilitate and encourage the coordination of site occupiers in assisting to manage deliveries in a sustainable manner;
 7. Work in partnership with the local planning and highway authorities and other stakeholders to achieve the greatest mode shift away from single-occupancy car journeys, enabling a long-term area specific approach to traffic reduction; and
 8. Continually develop, evaluate and review the progress of the WTP.

Table 5.1 Residential Travel Plan Measures for Wellesley (mandatory)

Action/Initiative	Helps to Meet Objective
SITE – WIDE MEASURES	
Travel Plan Coordinator	3, 4, 6, 7, 8
Sustainable Travel Information Portal	1, 2, 3, 4, 5
Smart Phone Apps	3
QR Technology for Way Finding	1, 2, 3, 5
Personalised Travel Planning	1, 2, 3, 4, 5, 6
Information Posters and Leaflets (sustainable modes)	3
Annual Employer Travel Forum	1, 2, 3, 4, 5, 6
Walk and Cycle Strategy, including maps	1, 2, 3, 5
Way Finding	1, 2, 3, 5
Secure Cycle Parking	1, 2, 3, 5
Rushmoor Cycle Forum (attendance)	3
Ongoing promotion and marketing	3, 4, 6
Public Transport Strategy	1, 2, 3, 4, 5
Discounted Bus Fares	1, 2, 3
Car Parking Management	3, 5
Car Sharing	1, 2, 3, 5
Electric Vehicle Charging	3
OCCUPIER SPECIFIC	
Cycle2work Scheme	1, 2, 3
Public Transport Season Ticket Loans	1, 2, 3
Incentives for walking and cycling	1, 2, 3
Cycle training	1, 2, 3
Supporting staff relocation / reducing need to travel	1, 2, 3, 5
Company car policy	1, 2, 3
Guaranteed Ride Home	1, 2, 3

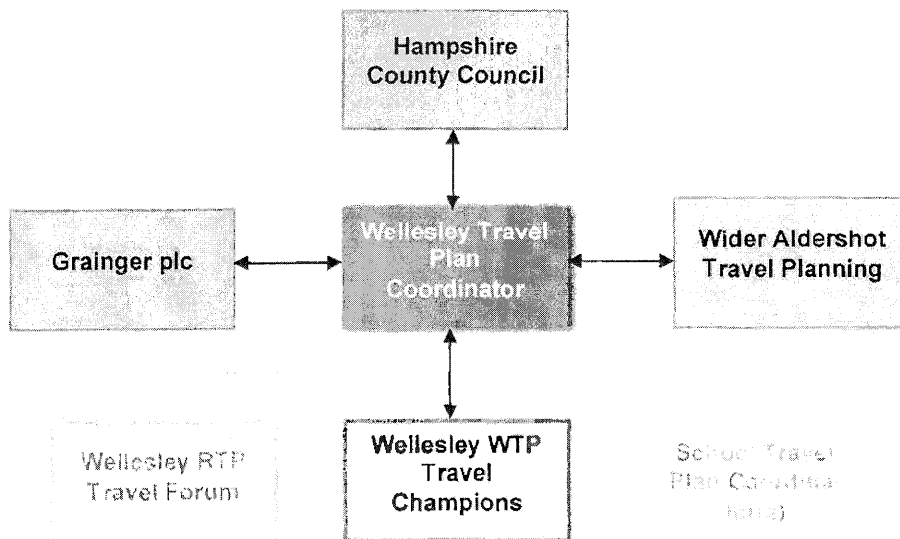
Smarter Working Practices	1, 2, 3, 4, 5
Sustainable Visitor Journeys	3, 5
Deliveries	6

6 Travel Plan Management

6.1 Travel Plan Management Structure

- 6.1.1 Given the number and range of employer types that will occupy Wellesley, the management of the Workplace Travel Plan Framework (WTP) will be critical to the successful delivery of measures in working towards achieving the aims and objectives detailed in Chapter 3.
- 6.1.2 To this end, Grainger plc will retain overall responsibility for ensuring the implementation of the Wellesley WTP and will ensure that it is reviewed and amended as necessary. The intended management structure for travel planning at Wellesley is shown below in Figure 6.1. This shows how the WTP and Residential Travel Plan (RTP) fit in to the overall structure.
- 6.1.3 A link to the school travel plans is retained in this structure, even though they are being prepared by HCC, since it will be important for the Wellesley TPC to liaise with the Head teachers and School Travel Plan Coordinator(s) in order to provide support when required and ensure the joined up approach to travel planning across all land uses at Wellesley. The box is 'dashed' to illustrate that HCC has overall responsibility for the implementation of the school travel plans for Wellesley.
- 6.1.4 Responsibilities for delivering measures within the WTP are shared between Grainger plc (site-wide measures and working with occupiers) and future occupiers (occupier specific measures, with support from the Wellesley TPC).
- 6.1.5 To deliver this effectively, the WTP will be coordinated by a group of key personnel. This group will be responsible for the implementation and review process of the WTP and will include:
- Grainger plc;
 - The Wellesley Travel Plan Coordinator; and
 - Representatives from each occupier (Travel Champions).

Figure 6.1 Wellesley Travel Plan Management Structure



6.1.6 Links to wider Aldershot Travel Planning include the Farnborough Travel Plan Network and Aldershot Garrison, plus further initiatives as they come forward.

6.2 Travel Plan Coordinator (TPC) Role & WTP Responsibilities

6.2.1 A site-wide TPC will be appointed by Grainger plc prior to first occupation of Wellesley. This role will be funded through build-out to completion, which is currently anticipated to be achieved by 2026. They will act as the principal point of contact for all travel plan queries at Wellesley and will coordinate delivery of the travel plan at a site-wide level.

6.2.2 This post will initially be full-time as the holder will also fulfil the same position for the residential travel plan. The post will be funded by Grainger plc.

6.2.3 Having one TPC for the site gives a greater level of continuity between all the Travel Plans and allows for the interchanging between the plans of successful ideas and methods of stimulating modal shift.

6.2.4 The duties of the TPC will include (in respect of the WTP):

- Managing the day-to-day operational requirements of the WTP;
- Meeting with all potential occupiers to discuss the requirements of the Travel Plan and ensure that they are aware of their roles and responsibilities in relation to the WTP;
- Actively promoting the use and availability of sustainable travel options to all employees located at Wellesley;
- Working with the individual businesses at Wellesley to develop their 'occupier-specific' WTP measures, and subsidiary WTPs;
- Acting as a point of contact for queries on travel planning matters;
- Providing continuing support and guidance to employers once occupation has taken place;
- Setting up an Wellesley WTP Steering Group – feedback and support for site occupiers;
- Maintaining external contacts with bus operators and cycle shop owners, in addition to keeping abreast of area-wide workplace travel planning initiatives and groups;
- Ensuring that all travel information and data disseminated, including via the Wellesley website, is accurate and up to date;
- Ensuring that annual employee travel surveys are undertaken across Wellesley and reviewing all the data collected from the monitoring systems and surveys;
- Reporting to Grainger plc and Hampshire County Council with all results of the employee travel surveys, and on-going staff feedback on travel and transport issues;
- Taking part in the decision making process with Grainger plc on the delivery of measures at a site-wide level;
- Updating the WTP document as necessary; and
- Liaising with local authorities, key stakeholders and other local employers, particularly in relation to wider Aldershot area Travel Planning.

6.3 Business Occupiers - Responsibilities

6.3.1 Chapter 2 set out a schedule of the proposed commercial mix for the site and the requirement for unit-specific travel plans relating to size of unit against HCC's parking policy travel plan thresholds (Appendix A). Regardless of the requirement for a unit-specific travel plan document to be prepared, all occupiers are required to commit to the principles of this WTP and their specific roles and responsibilities will differ dependent on size.

6.3.2 This section details the requirements for all occupiers; those requiring unit-specific WTPs; and those who do not need to prepare unit specific WTP.

All Occupiers

6.3.3 The requirements for all **employer occupiers** of Wellesley, and which will form part of the Tenancy Agreement, are as follows:

- Meet with Wellesley TPC prior to occupation of unit to discuss the WTP, sustainable travel opportunities at Wellesley and how they can promote these within their own organisations at Wellesley;
- Nominate a WTP Travel Champion. Details of a nominated Travel Champion must be provided to the Wellesley TPC prior to occupation. The TPC will continue to liaise directly with this person following occupation for all WTP queries;
- Disseminate Staff Sustainable Travel Information Packs, provided by the Wellesley TPC. Occupier to inform Wellesley TPC how many packs are required prior to occupation and when additional packs are required resulting from staff turnover or company growth;
- Distribute promotional material provided by Wellesley TPC in appropriate locations, such as staff rest areas for example;
- Promote sustainable travel opportunities to visitors;
- Take part in and provide the required support for all monitoring events; and
- Commit to the aims, objectives and requirements of all occupiers, as set down within this WTP, through the Lease / Tenancy Agreement.

Occupiers Required to Produce Unit Specific WTP Travel Plans

6.3.4 Chapter 1 detailed those units which meet the threshold for requiring a travel plan as part of the development process. They are:

- ABRO site (2.42ha);
- District / Neighbourhood Centre: (4,512sqm);
- Cambridge Military Hospital (6,000sqm); and
- Maida Gym (1,723sqm).

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- 6.3.5 The occupiers of these units will be required to commit to the following additional responsibilities:
- Following an initial meeting with Wellesley TPC, prepare unit-specific WTP prior to occupation.
This will detail specific additional measures that will be implemented by the occupier in working towards meeting the site-wide WTP aims, objectives and targets. Unit-specific targets will also be set, which will be more action focussed. Monitoring events will coincide with the site-wide WTP monitoring as detailed within this WTP in Chapter 6.
 - Provide necessary resources and funding to implement unit-specific WTP;
 - Provide necessary feedback to Wellesley TPC when required;
 - Undertake own monitoring using iTRACE to coincide with site-wide monitoring events to ensure that this is undertaken efficiently and to produce a short summary report of the results;
 - Attend the annual Employers Travel Forum; and
 - Update their unit-specific WTP following monitoring events to ensure that it remains current and appropriate to the size and nature of the occupier.

Occupiers Not Required to Produce a Unit-Specific WTP

- 6.3.6 The remainder of the employer occupiers at Wellesley will be small scale organisations whose unit area would not normally trigger the requirement for a WTP. Regardless, it is expected that all occupiers work together to achieve the aims and objectives of this WTP. In this respect, and in addition to the requirements set out in Section 6.3.3, all remaining occupiers must commit to the following;
- Produce a 'Pledge' (Statement of Intent), committing to the requirements detailed in Section 6.3.
- 6.3.7 This is in addition to signing the Tenancy Agreement, since it also provides an opportunity for the more forward thinking occupier to voluntarily commit to implementing additional measures

WTP TRAVEL CHAMPIONS

- 6.3.8 As set out in Section 6.3.3, all occupiers must identify and appoint representatives from within their respective organisations and prior to their occupation of premises at Wellesley, to undertake the role of WTP Travel Champion.
- 6.3.9 The role of WTP Travel Champion will include:
- Being the first point of contact for employees of their organisation regarding travel and transport issues;
 - Helping to implement occupier specific measures within the organisation;
 - Coordinating and analysing employee travel surveys within the organisation;
 - Disseminating results of the employee travel surveys to their organisation's staff;
 - Disseminating results of the employee travel surveys to the Wellesley TPC to enable for site-wide summary feedback to Hampshire County Council; and
 - Updating unit-specific WTPs following monitoring events, as appropriate.
- 6.3.10 Individual WTP Travel Champions will assist the Wellesley TPC by facilitating travel surveys and providing assistance in the rolling out of site-wide measures and their coordinated implementation.
- 6.3.11 If the appointed representative leaves the company, a replacement will be appointed and the TPC notified accordingly.

6.4 All Employees

6.4.1 In addition to the key personnel outlined in this chapter, all employees working within Wellesley will be encouraged to co-operate in implementing travel planning measures at their respective organisation, and support the aim and objectives of the WTP by:

- Being aware of how much they use their car and considering whether commuting and business journeys are always necessary; and
- Reducing their car dependency to minimise congestion and protect the environment.

7 Targets and Monitoring

7.1 Workplace Travel Plan Targets

- 7.1.1 Establishing targets and then monitoring these will be important in understanding the changing nature of employee travel habits and the effectiveness of measures in working towards meeting the WTP's aim and objectives. Existing measures can then be reviewed and evaluated, with alternative or recovery measures being considered where necessary to achieve the targets.
- 7.1.2 Employee travel surveys, circulated annually at specific review dates will support this process. Hampshire County Council (HCC) has developed an on-line employee travel survey. This will be used to ensure that data collated is not only of use to the TPC in monitoring changes on site, but will be useful to HCC to monitor and compare area-wide workplace travel plans.
- 7.1.3 Occupiers of units that aren't required to produce a WTP are asked to participate in monitoring events, although the data is used to purely understand the travel patterns of these businesses in any one year, rather than to provide comparable data against which to monitor targets. This is considered to be appropriate given the probability for high staff and business turnover in these units.
- 7.1.4 HCC guidance states that two types of targets should be set for workplace travel plans:
- Aim targets – for example, percentage reduction in single occupancy vehicles; and
 - Action Targets – related to the delivery and implementation of travel plan measures, for example, secure cycle parking.
- 7.1.5 Targets related to modal split are useful in assessing the effectiveness of a WTP, but must take into account individual site characteristics. Given that Wellesley has yet to be occupied it isn't possible to establish a baseline mode split for commuting journeys to and from the development at this time. The site is being designed with sustainable travel as a priority. This will help to ensure that sustainable travel habits are encouraged from the outset, but the effect of this cannot be determined until baseline travel surveys have been undertaken.

Site-Wide WTP Mode Share Target - AIM

- 7.1.6 The site-wide WTP mode share targets for Wellesley are to achieve the modal split projections for trips associated with the employment uses outlined in the accompanying Transport Assessment Report by the end of the final build phase (2026). Regular monitoring will be undertaken to ensure that this target is achieved and this is detailed further in Section 7.2 below.
- 7.1.7 Table 7.1 below identifies the mode share targets that the Transport Assessment Report has detailed can be achieved without the Sustainable Transport Package (public transport strategy, travel plan measures and parking standards). The mode shares in Table 7.1 therefore provide the interim targets and which the monitoring will show improvements against as the Sustainable Transport Package for Wellesley is implemented as the site develops.

Table 7.1 Wellesley Development Build-Out

MODE	AM	PM
Vehicles	62.5%	65.1%
Taxis	0.0%	0.0%
OGVs	0.5%	0.0%
PSVs	0.3%	0.0%
Cyclists	2.3%	2.9%
Vehicle Occupants	14.2%	17.9%
Pedestrians	12.2%	6.1%
Public Transport Users	8.0%	8.0%
Total	100.0%	100.0%

Source: Wellesley Transport Assessment Report

- 7.1.8 Table 7.2 below identifies the mode share targets for Wellesley at 2026 with full implementation of the Sustainable Transport Package. This shows a reduction in car driver mode share from Table 7.1 of 5%. The background to this information is provided in detail within the Transport Assessment Report.

Table 7.2 modal split (Journeys) at full build-out with Sustainable Transport Package

MODE	AM	PM
Vehicles	57.5%	60.1%
Taxis	0.0%	0.0%
OGVs	0.5%	0.0%
PSVs	0.3%	0.0%
Cyclists	4.0%	4.6%
Vehicle Occupants	15.8%	19.6%
Pedestrians	12.2%	6.1%
Public Transport Users	9.7%	9.7%
Total	100.0%	100.0%

Source: Wellesley Transport Assessment Report

- 7.1.9 Wellesley will be built out across 20 phases between 2013 and 2026. The identified employment units will also be built in a phased approach. As such, it is not truly possible to understand the travel characteristics of employees, or the local transport issues that will be experienced when the employment units come on line. Occupiers requiring a site-specific travel plan will be required to undertake baseline travel surveys three months following occupation, to allow for travel patterns to settle down. The results of these surveys will be used by the TPC and HCC to agree SMART targets for employment trips and which will work towards meeting the 2026 target of 5% reduction in car driver trips (Table 7.2).

Occupier-Specific Mode Share Targets

- 7.1.10 To meet the site-wide targets, those employer occupiers with specific WTPs will be required to define their own unit-specific targets. These will be defined following Baseline Employee Travel Surveys, three months following occupation of each of the units requiring a WTP (Section 6.3.4). Establishing targets relating to changes in employee attitudes towards sustainable transport options can also prove important in evaluating the success of a WTP. This information will be gained from the employee travel surveys undertaken three months post-occupation of the site.
- 7.1.11 The Wellesley TPC will agree these targets with the County Council once defined.

7.2 ACTION Targets

- 7.2.1 Table 7.3 below details the Action targets which will be met in relation to this WTP. The action targets relating to the feasibility of electric vehicle charging points and development of smart phone applications have been defined within the Residential Travel Plan and as such, are not repeated in the table below.

Table 7.3 Workplace Travel Plan Framework - Action Targets

Output Target	Responsibility	Timescale
Appoint and fund a site Travel Plan Coordinator	Grainger plc	Prior to first occupation
Prepare employee sustainable travel Information packs ready for distribution	Travel Plan Coordinator	Prior to first occupation
Establish location for Cycle Centre and identify cycle organisation partner	Grainger plc & Travel Plan Coordinator	Prior to occupation of site
Establish feasibility for site-wide pool bike (hire) scheme and locations for docking stations	Grainger plc & Travel Plan Coordinator	Prior to occupation of site
Meet with all occupiers as part of lease procedure to introduce WTP	Travel Plan Coordinator	Leasing phase of units
Liaise with occupiers post lease agreement and prior to occupation to ensure that correct amount of packs published	Travel Plan Coordinator	Post lease agreement

100% of all employer occupiers to have met with TPC and either have signed a Pledge, or produced site-specific WTP within 6 months of occupation	Travel Plan Coordinator	Post Commercial Unit Occupation
Continue to work with all Stakeholders, including external sustainable travel organisations to stay abreast of issues and developments in sustainable travel planning	Travel Plan Coordinator	Ongoing

7.2.2 These action targets will be reviewed and reported on through the monitoring process detailed below. When these action targets have been reached, further targets will be set in agreement with HCC.

7.3 Monitoring Methodology

7.3.1 The monitoring strategy across Wellesley will be compliant with the TRICS Standard Methodology. The approved monitoring process is as follows:

- 'Baseline data' is either calculated, or collected in a consistent manner
- Travel plan measures and initiatives implemented are recorded
- At a defined point in the future, 'after data' will be collated in the same way.
- The two datasets can then be compared to see what changes have resulted.
- The planning authority then decides whether the organisation /site has met its targets and takes appropriate action.

7.3.2 Employee travel surveys will be undertaken three months after occupation of the employment units requiring unit-specific travel plans. Monitoring reports provided by these occupiers will include mode shares for journeys to work, detail measures and initiatives which have been implemented and propose any additional actions which they intend to implement.

7.3.3 It is the intention that employer occupiers with unit-specific WTPs will align their monitoring strategies with the site-wide biennial approach. This will ensure that monitoring is co-ordinated effectively and will result in more useful monitoring reports, covering each land use on site.

7.3.4 Monitoring will be undertaken using a combination of iTRACE (for electronic surveys) and paper survey distribution (for employees without access to a computer).

- iTRACE is an online monitoring tool utilised by HCC which enables them to record travel plans that have been submitted with details including travel surveys, targets set and site audit information. This allows HCC to monitor the differing levels of success across all the travel plans in the county and the evidence from this will allow current and future travel plans to become more informed and more effective.

7.3.5 The Wellesley TPC will have an understanding of employees with and without access to a computer from the initial occupier discussions which will have taken place prior to occupation. The methodology for paper and electronic survey distribution is set out below:

- ELECTRONIC SURVEYS (iTRACE)

- For those occupiers with employees who do have access to a computer, the TPC will provide a link to the online travel survey for the occupier to distribute via internal email.
- The occupier will also be requested to provide a link via their own intranet and publicise the monitoring event through available media, for example, a weekly newsletter and posters provided by the TPC
- Responses are collated automatically via iTRACE
- Occupiers who are required to produce their own unit-specific WTP are required to undertake analysis of their own survey results. This will ensure that they have a better understanding and ownership of their own travel plan and to ensure that they monitor progress against targets and revise their WTP as appropriate. Support will be provided by the TPC as required.

■ PAPER SURVEYS

- The TPC will distribute paper surveys in line with the electronic surveys as appropriate
- All occupiers are to ensure that they keep the Wellesley TPC informed as to how many employees they have without access to a computer to ensure that sufficient surveys are provided
- Occupiers to market the upcoming survey by displaying posters provided by the Wellesley TPC in areas of high staff footfall, for example communal rest areas. The upcoming survey should also be discussed as a main agenda item at a special team meeting. The Wellesley TPC could attend this meeting if required.
- Surveys and a returns box to be provided in the rest area for immediate submission following completion. This will help to reduce the amount of surveys that are taken home and misplaced or forgotten about.
- A follow up team meeting will be held to remind all staff of the upcoming deadline for the surveys, following which the occupier will return all completed surveys to the Wellesley TPC who will analyse the data where the occupier does not have their own unit-specific WTP.

7.3.6 The TPC will be responsible for coordinating the timing of the surveys, with assistance from occupiers to collate the resulting information from paper based surveys (iTRACE results will be collated automatically), and submitting a monitoring report to HCC. Occupiers with their own unit-specific WTP will prepare short summaries of their monitoring results which will feed into the wider monitoring report for HCC.

7.3.7 The objective of the monitoring process is to measure the progress of the WTP against the respective modal split target. If progress against the target is not being demonstrated, the introduction of additional recovery measures will be undertaken to help meet the target.

7.3.8 The TRICS Standard Assessment Methodology requires that automatic traffic counters will be put down at the main access points to the site in order to understand actual vehicle movements over a specified time period. However, given the large number of access points in to the development site and the difficulty in determining which counted trips relate specifically to commuter journeys, it is not intended that this data be used for assessing progress against site-wide and occupier specific WTP targets.

7.4 Funding and Reporting Responsibility

7.4.1 The monitoring and review process will be managed by the TPC and funded by Grainger plc until the final survey is undertaken at full build-out. The current schedule anticipates that full build-out will be

achieved by 2026. This includes funding the fees required by HCC for the evaluation and monitoring of travel plans.

- 7.4.2 Occupiers with a unit-specific WTP will be responsible for undertaking and funding their own monitoring events, as set out within their tenancy agreement, with support from the TPC.
- 7.4.3 A summary report of progress will be submitted at each review to HCC. This will ensure that a focus and momentum is maintained and provides opportunities for a review of the WTP in light of any travel and transport issue that may have arisen.

7.5 Recovery Measures – Action Plan

- 7.5.1 Paragraph 7.1.6 presents the modal split target for all journeys arising from Wellesley at 2026.
- 7.5.2 The monitoring process is necessary to understand continued progress towards meeting this target, particularly given the 20 year build-out timescale. As such, it is considered important to illustrate a course of remedial action should progress towards the target not be achieved. Table 7.4 summarises a step-by-step approach to introducing a series of recovery measures designed to bring the WTP back on course should the initial Implementation Action Plan fail to achieve the associated targets.
- 7.5.3 The recovery measures would commence with notification to HCC of any failure to reach the targets.

Table 7.4 Recovery Measures Action Plan (Interim)

Order of Actions	Action
1	Notification of failure to meet mode share target
2	Meeting of Wellesley TPC and HCC to discuss way forward
3	Meeting between Wellesley TPC, HCC and representatives of individual occupiers to agree additional mutually convenient and voluntary measures
4	Pursue the offer of interest free loans for bus and rail season tickets amongst organisations not currently participating
5	Pursue the offer of interest free loans for bicycles amongst organisations not currently participating
6	Offer free two-week trial public transport tickets for employees at Wellesley
7	Offer incentives to employees to make greater use of sustainable travel options. Examples may include financial incentives based around a reward system for the non-use of private car-based commuting
8	TPC to meet with HCC to discuss further potential measures and a possible revision to future WTP target

- 7.5.4 As shown by Table 7.4, the recovery measures action plan details an approach to introducing a range of measures and instigating further discussions about individual business practices that could be called upon to boost sustainable travel patterns at Wellesley.

8 Implementation Action Plan

8.1 Implementation Action Plan

- 8.1.1 The TPC will be appointed prior to first occupation. This will ensure that preparation for measures to be introduced either prior to, or on first occupation of the site, can be progressed in the meantime to ensure sustainable travel patterns are actively encouraged amongst residents and visitors from the outset.
- 8.1.2 It is envisaged that subsequent occupiers should on first occupation appoint their WTP Travel Champion and a management representative to attend a WTP steering group.
- 8.1.3 To ensure delivery and ownership of specific measures it is necessary to set out an 'Action Plan' for implementation and review. Table 8.1 provides an initial action plan for the implementation of measures at Wellesley. This includes the site-wide measures to be implemented on-site and associated timescales or trigger points.

Table 8.1 Wellesley Implementation Action Plan

Trigger/Date	Task/Measure	Delivery Responsibility	
Prior to first occupation Maida Zone - Phase 1	Appoint a site-wide Travel Plan Coordinator for the RTP (also covering WTPF and support for STPs)	Grainger plc	
	Prepare 'employee sustainable travel information packs' to be provided to each household on first occupation	TPC	
	Prepare site-specific walking and cycling maps	TPC	
	Ensure secure cycle parking provided at appropriate locations throughout site and at employment destinations	Grainger plc	
	Secure discounts on cycle purchase and/or repairs with local retailers	Grainger plc TPC	
	Work with range of local outdoor retailers to develop a Sustainable Staff Discount Pass	TPC	
	Develop enhanced bus services	Grainger plc	
	Secure discounted bus fares in association with local bus operator	Grainger plc TPC	
	Determine location and quantity of pool bikes and docking stations. Determine payment methodology	Grainger plc TPC	
	Develop car parking management strategy	Grainger plc TPC	
	Establish feasibility and location of car charging points (Prior to occupation of a development zone)	Grainger plc TPC	
	Sustainable travel information website and Apps	Grainger plc / TPC	
	Following first occupation of employment units	Undertake employee travel surveys within three months of occupation, after initial travel patterns have stabilised	TPC
		Analyse employee travel surveys; agreement of appropriate measures; update occupier WTPs as necessary; submit to HCC	TPC

	for approval	
	Set up annual Employer Travel Forum	TPC
	On-going promotion and marketing	TPC
	Trial Public Transport vouchers	Grainger plc / TPC
	Introduce enhanced bus services (in line with the Public Transport Strategy document)	Grainger plc
	Distribute residents travel information pack	TPC
	Car sharing promotional event	TPC
	Organise and hold a Bike Week event	TPC
	Establish a walking club and 'Safe Routes to School' programme	TPC
Biennial	Repeat travel surveys every 2 years after baseline survey, review effectiveness of initiatives, results and targets and submit to HCC. If insufficient progress is being made then introducing further toolkit measures will be considered, as advised by the TPC	TPC
Thereafter and on-going until development completion (currently anticipated to be 2026)	Carry out employee travel surveys, review progress against targets and agree continued way forward	TPC
	Undertake final monitoring post development completion (anticipated to be 2026) and agree the way forward for the Travel Plan and continued monitoring process with HCC	TPC

8.2 Funding

- 8.2.1 The initial infrastructure related to the planning application proposals, such as on-site and off-site pedestrian and cycle facilities and delivery of the public transport strategy for example, will be secured through appropriate mechanisms within the planning process. This will provide the delivery of facilities and the vehicle for the funding of such measures.
- 8.2.2 Grainger plc will provide funding to appoint a site-wide Travel Plan Coordinator (Wellesley TPC) who will take forward the site-wide Action Plan of sustainable travel initiatives and measures. This role will be funded to cover the period from pre-occupation to full build-out, which current scheduling anticipates will be achieved by 2026.
- 8.2.3 Grainger plc will fund the delivery of initiatives including the establishment of the Wellesley website, monitoring requirements, and site-wide marketing/promotional activity related to sustainable travel. Furthermore, Grainger plc will provide the necessary funding to enable HCC to evaluate and monitor the travel plan.

9 Summary

9.1 Summary

- 9.1.1 This WTP Framework has been prepared in support of development proposals at Wellesley, Aldershot. The plan focuses primarily on how employees who will be based at Wellesley will be encouraged to use sustainable means of transport for commuting to and from the site, and for business travel.
- 9.1.2 The measures proposed within this document will not only bring associated benefits to the individual businesses and their employees, but will also help to mitigate any transport impacts of the development on the wider local community.
- 9.1.3 The measures outlined are divided into 'site-wide' measures (to be funded by Grainger plc and delivered through by the Wellesley TPC) and 'occupier-specific' measures (to be funded and delivered by the subsequent individual site occupiers).
- 9.1.4 To deliver this effectively, this WTP will be coordinated by a group of key personnel, including the appointment of a site-wide TPC to oversee delivery on a day-to-day basis. This will include preparing travel information materials for dissemination to companies and employees on their immediate occupation of Wellesley.
- 9.1.5 To monitor progress against the target, a detailed employee travel survey will be conducted on a biennial basis by the Wellesley TPC with support from individual WTP Travel Champions, with the results submitted to Hampshire County Council. Information gathered from these surveys will support the on-going review of this WTP and individual unit-specific WTPs where they are required.

Appendices

Appendix A
HCC Parking Policy and TA/TP Thresholds

HCC Parking Policy and TA/TP Thresholds

Source: <http://www3.hants.gov.uk/highways-development-planning/hdp-parking-policies/2002-parking-standards/parking-standards-appendix-one.htm>

Thresholds for parking standards, transport assessments and site travel plans

The parking standards apply to developments of all sizes. However, for larger developments a transport assessment and a company or site travel plan will be required.

Table B below, based on guidance contained within PPG 13, indicates the thresholds above which a transport assessment and a company or site travel plan is submitted. For further guidance on travel plans, refer to PPG 13 paras. 87-91.

Table B: Summary of thresholds for transport assessments and site travel plans

Land Use	Threshold above which transport assessment required
Residential	50 units
Commercial: B1 and B2	2500 sqm
Commercial: B8	5000 sqm
Retail	1000 sqm
Education	2500 sqm
Health Establishments	2500 sqm
Care Establishments	500 sqm or 5 bedroom
Leisure: General	1000 sqm
Leisure: Stadiums, ice rinks	All (1500 seats)
Miscellaneous Commercial	500 sqm

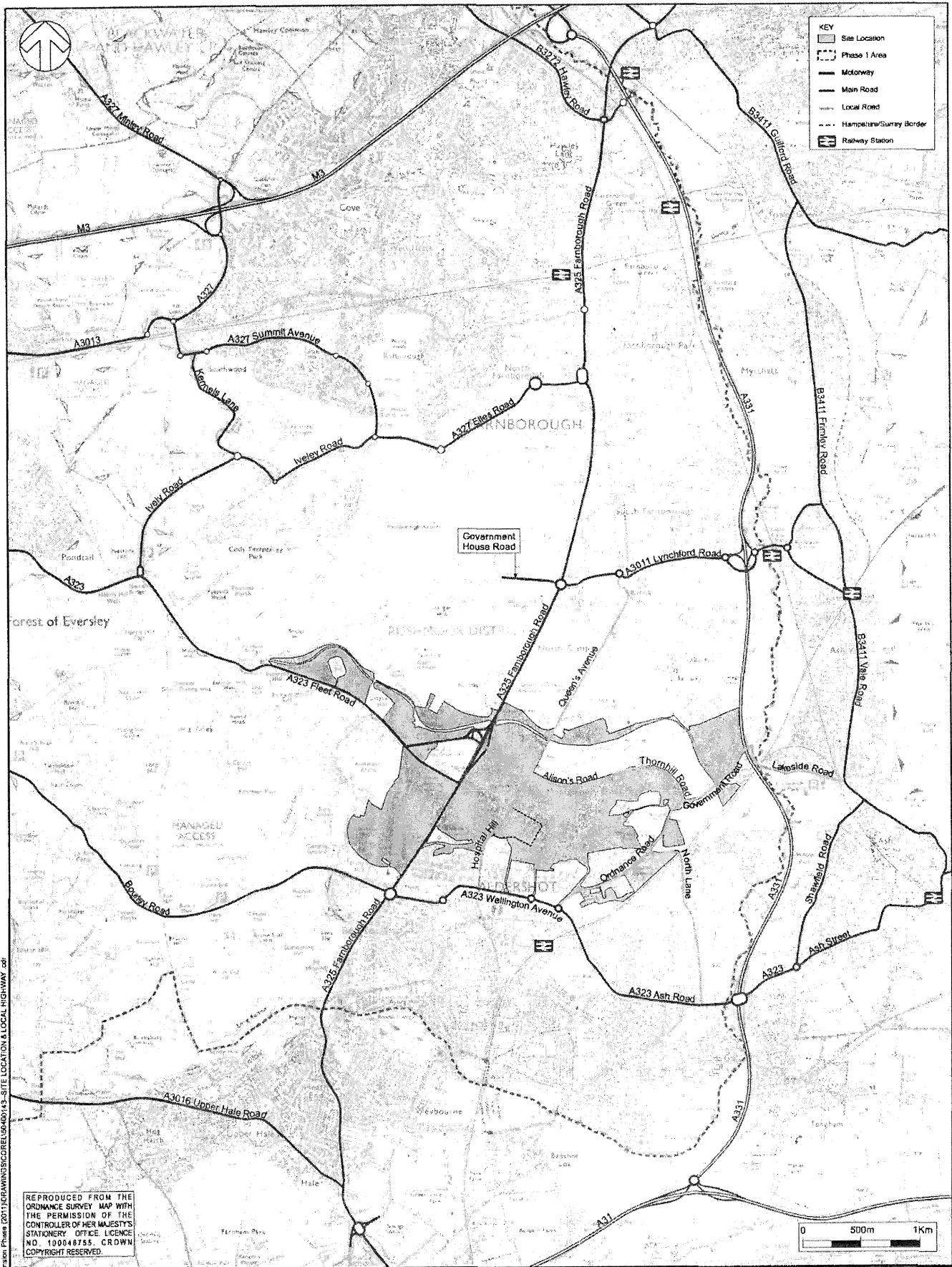
Note: Where appropriate the local planning authority can require a transport assessment or company/site travel plan below the thresholds specified, for example where there are potential cumulative effects.

Definition of gross external area

This definition of floor area is used to calculate the car parking standards in the following tables:

- Gross external area (GEA): The total external area of a property (including the thickness of the external wall).

Figure 1
Wellesley Site Location Plan



N:\Alderford Urban Extension Phase 021\DRAWINGS\CDREL\0400143 - SITE LOCATION & LOCAL HIGHWAY.dwg

REPRODUCED FROM THE
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TITLE:

SITE LOCATION & LOCAL HIGHWAY NETWORK

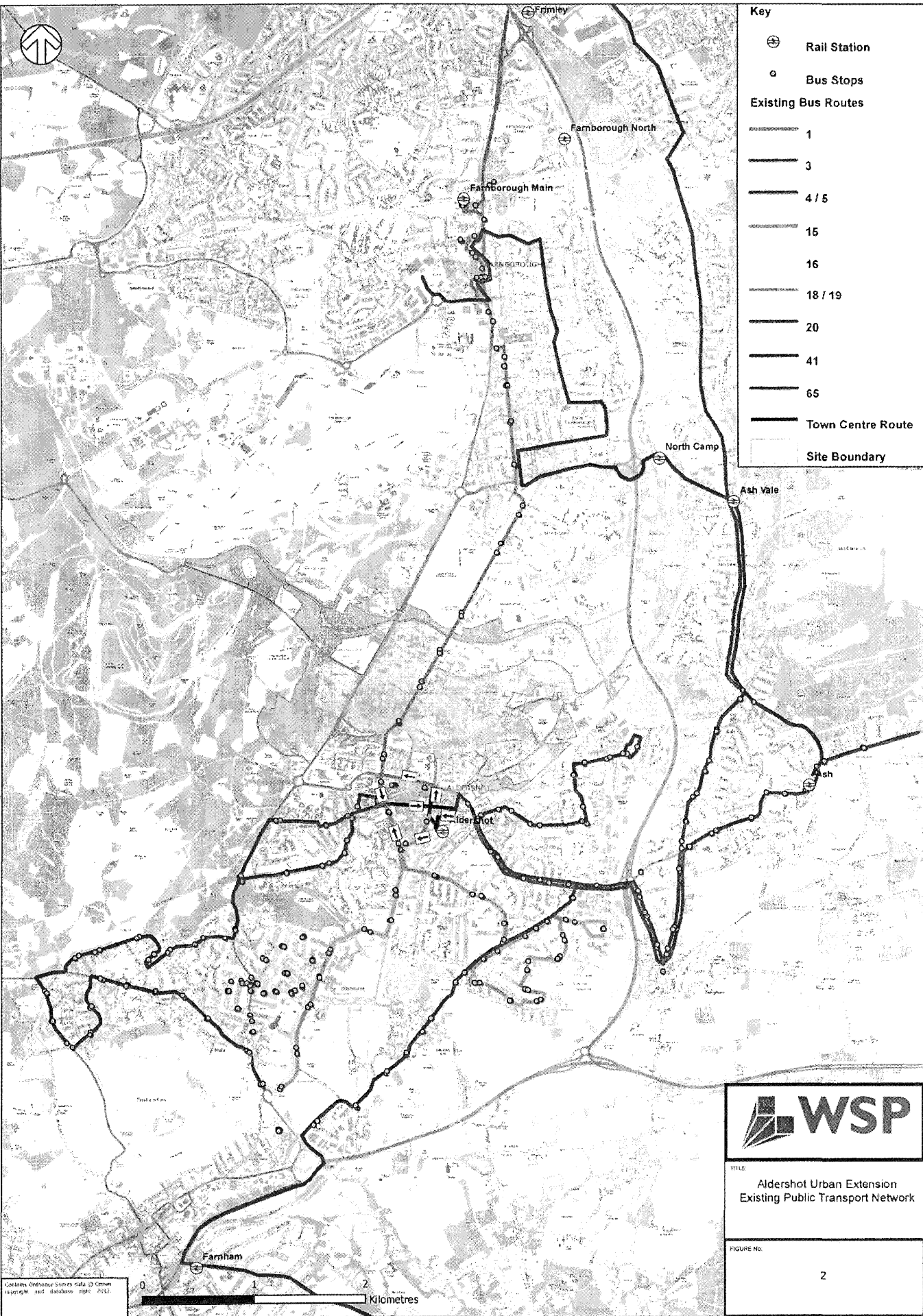
FIGURE No

1



Figure 2
Existing Bus Services

Drawn By: wkem021












Date Modified: 20/11/2012




Key

-  Rail Station
-  Bus Stops

Existing Bus Routes

-  1
-  3
-  4 / 5
-  15
-  16
-  18 / 19
-  20
-  41
-  65
-  Town Centre Route
-  Site Boundary



TITLE

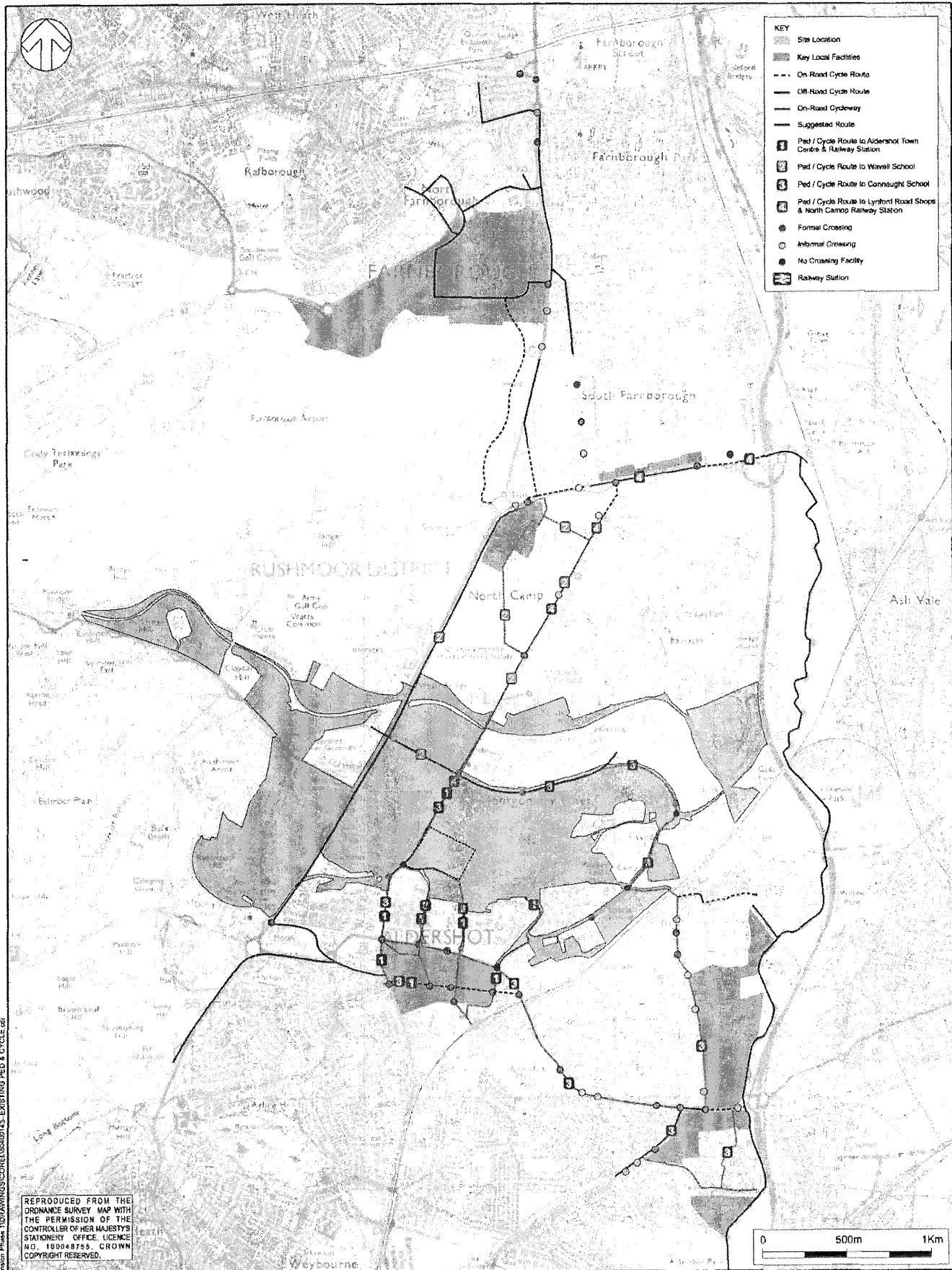
Aldershot Urban Extension
Existing Public Transport Network

FIGURE No.

2

Coordinates: Ordnance Survey data © Crown Copyright and database right 2012.

Figure 3
Existing Pedestrian and Cycle Routes



N:\Aldershot Urban Extension Phase 1\DRAWINGS\CDREL\0500143-EXISTING PED & CYCLE.cad

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TITLE:

EXISTING PEDESTRIAN & CYCLE PROVISIONS

FIGURE No

3

SCHEDULE 12

**Council's Standard Inspection, management and maintenance requirements for Play
Areas and LLAPs**

**Play Risk
Management Plan
(for outdoor play)
Rushmoor Borough
Council**

Issued	
Last reviewed	
Next review	
Author	Andy Ford
Version	RBC 1.0

1. Executive summary

Rushmoor Borough Council has 38 equipped playgrounds and considers the provision of children's playgrounds to be of high importance (**see appendix 1: list of council owned playgrounds**)

The provision of facilities for children and young people is an important area of work and compliments the borough's key strategic priorities. See the borough's play strategy :

<http://www.rushmoor.gov.uk/index.cfm?articleid=7473>

Play is also very high on the national agenda and the government has recently produced its own play strategy via the Department for Children, Schools and Families;

http://www.playengland.org.uk/Page.asp?originx_8483ny_1641499064133u80m_200812111446y

2. Introduction

With the ownership of playgrounds comes the responsibility to ensure that sites are maintained in a safe and useable condition, to ensure that no potential for harm exists due to negligence or failure of maintenance.

Within the legal framework we owe a 'duty of care' to playground visitors and a suitable inspection and maintenance regime is prudent management and sound defence against possible litigation (claims of negligence).

For providers of outdoor children's play equipment the current Standards adopted by the play industry are EN:1176 (play equipment) and EN:1177 (safety surfacing).

To quote the RPII Register of Play Inspectors (International)

"Playground managers have a legal and moral responsibility of care to children using the site - and at the same time need to meet the expectations of the courts. A regular series of inspections is recommended for children's playgrounds."

This PRMP outlines how this Council fulfils this responsibility.

3. Managing risk

Within the industry it is recognised that children need to be exposed to a certain amount of risk and playgrounds are good places for children to learn about risk and be exposed to controlled risks. It is an essential part of a child's development and it is widely accepted that children will 'push the boundaries' and take risks which they learn valuable lessons from.

There has been plenty of research carried out around this subject and the following documents produced by Play England in association with government departments associated with play make essential reading;

Managing Risk in Play Provision – A position Statement

http://www.playengland.org.uk/Page.asp?originx_4178si_56947549249695b31j_20079193740c

Managing Risk in Play Provision – Implementation Guide

http://www.playengland.org.uk/Page.asp?originx_4859hn_38351267265637t8h_20092359m

4. Inspection regime

See appendix 2: Corporate Safety Inspection Review (extract)

See appendix 3: Corporate Risk Register for Play

RPII recommend a regular series of inspections for children's playgrounds:

Routine inspection (visual)

This looks at the equipment's basic condition, especially faults due to recent vandalism, breakages and cleanliness of the playground. Inspections may be carried out by the manager or his/her staff and should be recorded on a simple sheet or book. Frequency will vary with the site and local usage although weekly should be seen as a minimum. This will depend on the risk assessment of the site - for example, a site on a housing estate prone to vandalism may require a daily check. A remote site in the Scottish highlands may only need checking twice a year.

Operational inspection

A more detailed inspection of the equipment, providing a quality control check on the regular inspection and identifies certain types of minor wear and tear. Frequency should be monthly to quarterly and inspections may be carried out by the manager or his/her staff and should be recorded. The equipment supplier should provide a checklist.

Annual inspection

Essentially it looks at vandalism, minor and major wear, long-term structural problems, changes in the Standards compliance and design practices, risk assessment etc. A specialist not connected with the playground operator or manager giving an independent written report of the site should carry this out.

About RPII

The Association of Play Industries (API), Institute of Leisure and Amenity Management (ILAM), Fields in Trust (FIT) (originally NPFA) and Royal Society for the Prevention of Accidents (RoSPA) joined together to provide independent accreditation. They jointly developed and approved the RPII registration scheme that enables inspectors to show potential and

existing employers, that they have demonstrated competency to carry out the inspection and reporting tasks required.

The RPII works very closely with the following organisations each of whom has representation on the RPII Board; British Standards Institute (BSI) and Health & Safety Executive (HSE). Although there is no specific legal requirement to provide inspection and maintenance programs the British Standards Institute, the Health & Safety Executive, Insurers and the major safety organizations recommend inspections as "best practice".

4.1 Rushmoor's inspection regime

- Follow the RPII recommended hierarchal system.
- All inspectors registered to appropriate RPII level.
- Routine visual inspections carried out in-house by CPO team. Frequency of inspections determined by risk assessment, annual inspection findings and local knowledge on usage levels and reported incidents (**see appendix 4**).
- Operational inspections carried out monthly by specialist contractor (Record RSS) whom can also react to necessary remedial works immediately.
- Annual inspections carried out by professional play consultant (Craigdene – Maria Cook) with written report submitted.

5. Recording

The hierarchy system of inspection is designed to be self -checking and for this aim each level is best carried out by independent persons. The date and time of each inspection together with any defects found must be recorded with an auditable trail running through the inspections showing identified defects being corrected.

The recording method must be robust enough to be used as a line of defence should any claim be progressed towards court action. The data must be easily retrieved and available for at least twenty five years (18 years plus 7).

Rushmoor Borough Council utilises specialist software called PlaySafe to record all playground inspection and maintenance data.

6. Remedial works

The inspection system must incorporate efficient methods of communication and authorisation to enable remedial works to be carried out within appropriate timescale depending upon priority.

Play work timescale descriptions

Immediate /	These works to be carried out immediately. The inspector must
--------------------	---

immediate	contact the Council and inform them of the concerns so that the Council can arrange or authorise for the works to be carried out without delay. Works in this category relate to faults that are imminently hazardous and that the failure of the equipment is more likely than not to cause significant harm.
High / 1 month	These works should be carried out within 1 month from the identification of the defect. The inspector should contact the Council and inform them of the concerns so that the Council can arrange or authorise for the works to be carried out within the month. Works in this category relate to defects that are imminently about to fail but do not pose an immediate threat of harm.
Medium / 6 months	These works should be carried out within 6 months from the identification of the works. There is no need to contact the Council in relation to these works other than through the normal downloading of the data collected. Works in this category should include works that are necessary for the safe use of the site. These works will generally be good maintenance practice and relate to replacement of worn parts etc.
Low / 1 year	These works should be carried out within 1 year from the identification of the works. There is no need to contact the Council in relation to these works other than through the normal downloading of the data collected. Works in this category should include works that are necessary for the safe use of the site. These works generally relate to overall condition of equipment and identify issues such as an item nearing end of life. It is anticipated that these works may not always be possible to complete within the year, potential due to financial constraints.

7. Reviewing PRMP

The PRMP should be reviewed as necessary (for instance new guidance, recent case law and statute law, etc.) and / or at least on a three year basis. The purpose of reviewing the PRMP gives the council the opportunity to not only ensure it is up to date and accurate but also to make improvements, particularly in methods of working and how data is recorded.

Benchmarking with other Local Authorities can also be a useful way to make improvements to the PRMP based on the successes of others and understanding how they have approached the same problem. If the Council wishes to measure and assess how the PRMP is performing it can set local performance indicators based on SMART (specific, measurable, achievable, result orientated, time bound) objectives linked to individual performance reviews.

8. Auditing

It is important that auditing of the quality of data is carried out. This will help to ensure that the details recorded are accurate, retrievable, meaningful and fit for purpose. Failure to audit may reduce the validity of the system.

It is therefore important to show that not only are the proactive inspections being carried out but that someone separate, qualified and experienced is auditing the work.

7. Finance

There is no additional financial implications attributed to this plan as it formalises and records the way in which the current process is implemented and provides the basis for improvement to the existing process.

Where works are identified they will be prioritised. Works that are immediate or high priority will be carried out before medium and low priority works. This will enable the works to remain within the parameters of the budget available.

The current budget is based on 38 equipped playgrounds and this may need reviewing in future years should this number increase. Also there has been development of larger sites with more equipment over recent years and this can put greater pressure on the maintenance budget. It is possible that the budget will need reviewing in future years.

8. Sourcing of works

RBC obtains quotations for playground repairs from a variety of contractors relevant to the complexity of the task. This helps to ensure that the correct market price is sourced from competent and experienced contractors. Such contractors are mostly local to the borough and therefore helping maintain a sustainable business community.

Such companies must have appropriate working procedures, staff, financial stability, insurance, record keeping, qualifications and experience in all aspects of their work. Additional benefits to using local contracting companies are the ability to rapidly respond to RBC requests and long standing knowledge of sites within the borough.

9. Internal management of the PRMP

For a pro-active inspection regime to be managed properly, adequate staff time must be set aside. It is not enough to say that such a survey is in place, it must be managed and resourced appropriately with regular reviews.

The Parks Development Officer is responsible for the implementation of the PRMP. Due to the level of staffing resources within the Parks Section of the

Community Service it is necessary to obtain additional outside resource in the form of professional contractors. This is currently covered by the employment of Record RSS and Craigdene.

10. Business Continuity and Response Plans

It is important to acknowledge that business continuity and response planning should be considered as part of the management of the Council's playground risk. Consequently the Community and Environment Directorate have addressed these issues in the Corporate Risk Register.

SCHEDULE 13

Draft Transfer for the transfer of the Sports Pitches Land

Land Registry
Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

	<p>1 Title number(s) out of which the property is transferred:</p> <p>HP605513</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p> <p>HP605515, HP605516, HP605517 and HP605519</p>
	<p>3 Property:</p> <p>Land to the west of the A325 Farnborough Road, Farnborough, Hampshire</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown:</p> <p style="padding-left: 40px;">edged red [MUST INCLUDE BOUNDARY DRAINAGE DITCHES]</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>Secretary of State for Defence</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p>

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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

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

Place 'X' in any box that applies.

Add any modifications.

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

6 Transferee for entry in the register:

Rushmoor Borough Council

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

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

7 Transferee's intended address(es) for service for entry in the register:

Council Offices, Farnborough Road, Farnborough GU14 7JU

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

£1 (one pound)

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

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

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

Complete as necessary.

limited title guarantee

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

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

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

they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

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

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

12 Additional provisions

12.1 **DEFINITIONS**

In this deed, unless the context otherwise requires the following definitions apply:

12.1.1 **"1994 Act"** the Law of Property (Miscellaneous Provisions) Act 1994

12.1.2 **"Access Routes"** means (a) the Bourley Road Access; (b) the road known as Fleet Road and (c) the Maintenance Accessway and all references to 'Access Route' in this Transfer shall be construed accordingly

12.1.3 **"Bourley Road Access"** means that part of the road known as Bourley Road shown hatched green on the Plan which provides the pedestrian and vehicular means of access to and egress from the Property to and from the adopted highway known as Wellesley Road

12.1.4 **"Car Park"** means the car park forming part of the Property and any new car park provided pursuant to the Section 106 Agreement and intended for use by such persons from time to time using the Sports Pitches and the Sports Pavilion

12.1.5 **"Informal Recreational Space"** means land on which there are no buildings or of which not more than one-twentieth part is covered with buildings, and the whole or the remainder of which is used for purposes of recreation, or lies waste and unoccupied or such other recreational use (not involving building) as the Transferor approves

12.1.6 **"Maintenance Accessway"** means together the accessway shown edged purple on the Plan and that part of the road known as Rushmoor Road running between the accessway shown edged purple on the Plan to the Bourley Road Access

12.1.7 **"Permitted Use"** means the use of the Sports Pitches Land for

sports and recreational purposes with ancillary parking only

- 12.1.8 “**Informal Recreational Space Land**” means the Informal Recreational Space land shown hatched black and hatched black edged green on the Plan
- 12.1.9 “**Plans**” the plans annexed to this transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered
- 12.1.10 “**Retained Land**” the land and buildings retained by the Transferor being that part of the land now comprised in title number HP605513 as is not comprised in the Property and the land comprised in title numbers HP605515, HP605516, HP605517 and HP605519
- 12.1.11 “**Section 106 Agreement**” means the agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] 2014 and made between Rushmoor Borough Council (1) Hampshire County Council (2) Secretary of State for Defence (3) and Grainger Plc (4)
- 12.1.12 “**Services**” water soil gas oil electricity telephone television radio facsimile telecommunications data communications and other similar services and supplies
- 12.1.13 “**Service Media**” all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues watercourses and any other conducting media and associated equipment for the supply of Services which abut or upon being constructed pursuant to the provisions of the Section 106 Agreement will abut the Property and which shall connect the Property to existing Service Media which have adequate capacity to accommodate and meet the requirements for the use of the Property
- 12.1.14 “**Sports Pavilion**” means the sports pavilion to be constructed on part of the Property pursuant to the Section 106 Agreement and more particularly defined and described therein providing changing rooms and ancillary facilities for the persons using the Sports Pitches
- 12.1.15 “**Sports Pitches**” means the five full size sports pitches to be laid out on the Sports Pitches Land pursuant to the Section 106 Agreement and more particularly defined and described therein
- 12.1.16 “**Sports Pitches Land**” means the land shown hatched blue on the Plan
- 12.1.17 “**Transferee’s Maintenance Costs**” means a fair and reasonable proportion of all payments, costs and expenses incurred by or on behalf of the owners for the time being of the relevant parts of the Retained Land and/or Access Routes in connection with repairing, maintaining, replacing, remedying, cleaning and lighting the Access Routes PROVIDED ALWAYS that as to that part of the Bourley Road Access between the points A and B on the Plan the maintenance costs shall be split so that the Transferee is

responsible for 33% of the maintenance costs and the owner of the Bourley Road Access the balance and as to that part of the Bourley Road Access between the points marked B and C on the Plan the maintenance costs shall be shared equally between the Transferee and [the owner of the SANG] and the costs of repairing, maintaining, replacing, renewing and cleaning any of the Service Media used in common between the Property and the Retained Land.

12.1.18 **"VAT"** Value Added Tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto and any tax similar or equivalent to Value Added Tax imposed by any country other than the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same

12.2 **INTERPRETATION**

12.2.1 The clause headings in this transfer are for reference only and do not affect the construction or the interpretation of this transfer

12.2.2 Where two or more persons are included in the respective expressions the "Transferor" and/or the "Transferee" the covenants and agreements which are respectively expressed to be made by the Transferor and/or the Transferee shall be deemed to be made by such persons jointly and severally

12.2.3 Words importing one gender are to construed as importing any other gender

12.2.4 Words importing the singular are to be construed as importing the plural and vice versa and words importing persons are to include firms companies and corporations and vice versa

12.2.5 Any reference to any legislation (whether specifically named or not) is to include any modification extension amendment or re-enactment of that legislation for the time being in force and all instruments orders notices regulations directions byelaws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom

12.2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa

12.3 **TRANSFER**

The Transferor transfers the Property to the Transferee subject to and with the benefit of the matters contained or referred to in the Section 106 Agreement.

12.4 **RIGHTS GRANTED**

12.4.1 The Property is transferred together with and for the benefit of each and every part of the Property the rights set out in the First Schedule

12.4.2 The rights set out in the First Schedule shall where the context admits be exercisable in common with the Transferor its successors

in title and all persons authorised by it or them or having a like right

12.5 RIGHTS RESERVED

There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the rights set out in the Second Schedule

12.6 COVENANTS BY THE TRANSFEREE

12.6.1 The Transferee covenants with the Transferor and its successors in title to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land to observe and perform the obligations set out in the Third Schedule

12.6.2 Any obligation not to do any act or thing shall include an obligation not knowingly to permit or suffer that act or thing to be done by another person

12.7 COVENANTS BY THE TRANSFEROR

The Transferor covenants with the Transferee to the intent that the benefit thereof may be annexed to and run with each and every part of the Property to observe and perform the obligation set out in the Fourth Schedule until such time as the Access Route shall become adopted as public highway maintainable at public expense

12.8 DECLARATIONS

12.8.1 Section 62 of the Law of Property Act 1925 will not apply to this transfer and except for any rights expressly granted by this transfer nothing will (whether by implication of law or otherwise) operate or be deemed to operate to confer on the Transferee any easement quasi-easement privilege or advantage whatsoever over or against the whole or any part of any adjoining or neighbouring land of the Transferor

12.8.2 The Transferee and its successors in title shall not be or become entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose

12.8.3 Any dispute between the parties or their respective successors in title in connection with any payment required pursuant to any covenant set out in the Third Schedule (other than in respect of interpretation or law) shall be referred at the request of either party to arbitration in accordance with the Arbitration Act 1996 such arbitrator to be agreed between the parties or failing agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors

12.8.4 Upon any disposal of all of its interest in the whole or any part of the

Property the Transferee shall be automatically released from any liability arising in connection with the obligations set out in the Third Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Third Schedule unless the disponee has first entered into a direct covenant with the Transferor and its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by the disponee

12.8.5 Upon any disposal of all of its interest in the whole or any part of the Retained Land the Transferor shall be automatically released from any liability arising in connection with the obligations set out in the Fourth Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Fourth Schedule unless the disponee has first entered into a direct covenant with the Transferee and its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by the disponee

12.9 INDEMNITY COVENANT

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise) covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants agreements restrictions stipulations provisions and conditions and other matters contained or referred to in the Registers of Title Number HP605513 as at the date hereof so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep indemnified the Transferor from and against all actions, claims demands losses costs expenses damages and liability in any way relating to any non-observance or non-performance thereof

12.10 IMPLIED COVENANTS

12.10.1 The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words "at his own cost" which shall be deemed to be deleted therefrom and the following words substituted therefore "at the cost of the person to whom he disposes of the property"

12.10.2 The covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words "and could not reasonably be expected to" which shall be deemed to be deleted therefrom

12.10.3 The covenant set out in section 2(1)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters now recorded in registers open to public inspection which for the purposes of section 6(2) thereof are considered to be within the actual knowledge of the person to whom the disposition is made

12.10.4 The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters now recorded in registers open to public inspection which for the purposes of section 6(2) thereof are considered to be within the actual knowledge of the person to whom the disposition is made

12.11 RESTRICTION ON THE REGISTER

12.11.1 The parties hereby apply to the Chief Land Registrar for a restriction to be placed on the Proprietorship Register of the Property in the following form:-

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer confirming that the provisions of paragraph 5 of Part II of the Third Schedule of a transfer dated [] and between (1) Secretary of State for Defence and (2) Rushmoor Borough Council have been complied with.

12.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed

THE FIRST SCHEDULE

(Rights Granted)

1. Rights of way

The right for the Transferee its successors in title and all persons authorised by it or them at all times and for all purposes in connection with the use and enjoyment of the Property to pass and repass with or without vehicles until the same shall become adopted as public highways maintainable at public expense over and along the Access Routes PROVIDED THAT the Maintenance Accessway shall only be used by maintenance vehicles to gain access to and from the Property. The benefit of these rights are subject to the owner of the Property paying to the owner of the Retained Land the Transferee's Maintenance Costs until such time as the Access Routes or either one shall become adopted public highways maintainable at public expense PROVIDED FURTHER THAT in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to the Access Routes or any part thereof which are for general use by occupiers of the Retained Land and/or public transport

2. Services

2.1 The right to the free and uninterrupted passage and running of Services from and to the Property through the Service Media which are now or which may at any time be laid in on over under or through the Retained Land but which do not exclusively serve the Retained Land for the use and enjoyment of the

Property and the right to make connections thereto

- 2.2 The right at all reasonable times and on giving reasonable prior notice (except in case of emergency) for the Transferee its successors in title and all persons authorised by it or them to enter onto the Retained Land but not any buildings thereon to inspect maintain repair and renew the Service Media exclusively serving the Property subject to the person exercising such right causing as little damage and inconvenience as possible and making good any damage thereby caused

3. Support

The right of support from the Retained Land for the purpose of supporting upholding and maintaining the Property and the buildings now or at any time hereafter erected on the Property.

THE SECOND SCHEDULE

(Rights Reserved)

1. Rights of Way

A right of way for all purposes at all times with or without vehicles over and along any roads now or at any time hereafter forming part of the Property and a right of way for all purposes at all times on foot only over and along any footpaths now or at any time hereafter forming part of the Property subject to such rights terminating over any road or footpath when (if at all) that road or footpath becomes a public highway. The benefit of this right is subject to the Transferor paying to the Transferee a fair proportion by reference to usage of the cost of maintenance of the such roads and footpaths until such time as they shall become adopted as public highways maintainable at public expense.

2. Services

- 2.1 The right to the free and uninterrupted passage and running of Services from and to the Retained Land and any buildings which for the time being are on the Retained Land through the Service Media which are now or which may at any time hereafter be laid in on over under or through the Property but which do not exclusively serve the Property and the right to make connections thereto.

- 2.2 The right at all reasonable times and on giving reasonable prior notice (except in case of emergency) for the Transferor its successors in title and all persons authorised by it or them to enter onto and remain at the Property as necessary with or without workmen, tools, appliances, scaffolding and materials for the purposes of:-

- 2.2.1 inspecting, repairing, maintaining, renewing, laying, renewing and cleansing the Service Media in under or over the Property

- 2.2.2 carrying out such works as may reasonably be required to facilitate the development of the Retained Land

subject to the person exercising such right causing as little damage and

inconvenience as possible and making good any damage thereby caused.

3. New services

The right at reasonable times and on giving reasonable prior notice (except in the case of an emergency) for the Transferor its successors in title and all persons authorised by it or them to enter onto and remain at the Property as reasonably necessary with or without workmen, tools, appliances, scaffolding and materials to excavate, construct, lay and install new Service Media and a sustainable urban drainage system under any parts of the Property for the passage of Services to and from the Retained Land subject to the person exercising such right causing as little damage and inconvenience as possible and making good any damage thereby caused.

4. Support

The right of support for the Retained Land and any buildings on it from the Property and any buildings on it.

5. Building

The right at any time to build, develop, rebuild, alter or use the whole or any part of the Retained Land or any building for the time being on the Retained Land in such manner that the Transferor or its successors in title may wish notwithstanding that such building development, rebuilding, alteration or use may interfere with or diminish the amenity of the Property or the access of light and air thereto.

6. If appropriate easements are unascertainable

All such easements rights privileges and advantages over the Property as would have passed by virtue of Section 62 of the Law of Property Act 1925 on a transfer of the Retained Land to a third party if that transfer had been made immediately before this transfer and if there had been diversity of occupation at that time

THE THIRD SCHEDULE

(Covenants by Transferee)

Part I

1 User

The Transferee covenants with the Transferor and its successors in title for the benefit of the Retained Land and to bind the Property that the owners of the Property will not:

- 1.1 Use or permit the Property to be used in a manner which may be or become (whether or not amounting to a legal nuisance) annoyance, disturbance or cause damage to the owners of the Retained Land;
- 1.2 Use the Sports Pitches Land for any purpose whatsoever other than for the Permitted Use and not erect any buildings thereon other than the Sports Pavilion and subject to first obtaining the Transferor's written consent (such consent not to be unreasonably withheld or delayed) such other building or buildings as the Transferee may from time to time require ancillary to the

Permitted Use;

- 1.4 Use the Informal Recreational Space Land for any purpose whatsoever other than as Informal Recreational Space unless and until the Transferee opts subject to obtaining the necessary consents (including for the avoidance of doubt planning permission) to develop and use that part of the Informal Recreational Space Land shown edged green on the Plan as a cemetery including ancillary store and/or small chapel.

2 Restrictions on building

Not to make any structural alteration or extension to the building(s) now on the Property or erect any additional structures whether of a temporary or permanent nature unless plans showing accurately the layout design and elevation have first been submitted in duplicate to the Transferor or its successors in title and the owners for the time being of the Retained Land for approval and written approval given (such approval not to be unreasonably withheld)

Part II

3 Repair and Maintenance

- 3.1 To maintain the Sports Pitches, the Car Park, the Informal Recreational Space Land and the Sports Pavilion in good repair and condition
- 3.2 To keep all external parts of the Property clean and tidy and landscaped areas properly cultivated and tended

4 Maintenance costs

To pay the Transferee's Maintenance Costs on demand to the owners of the relevant parts of the Retained Land.

5 Disposals of the Property

Not to make any disposal of the whole or any part of the Property without first procuring that the disponee (and the disponee's successors in title) has entered into a deed of covenant with the Transferor (and the Transferor's successors in title) to observe and perform the obligations set out in paragraphs 1 and 2 of the First Schedule and Part II of the Third Schedule including this paragraph.

THE FOURTH SCHEDULE

(Covenants by Transferor)

Part I

1 Not to obstruct right of way

Not to obstruct the Access Routes

Part II

2 Maintenance of shared accessways

Subject as a condition precedent to the Transferee or its successors in title paying the Transferee's Maintenance Costs to maintain such parts of the Access Routes as shall be within its ownership until such time as the same shall become adopted as public highways maintainable at public expense.

3 Disposals of the Retained Land

Not to make any disposal of the whole or any part of the Access Routes without first procuring that the disponee (and the disponee's successors in title) has entered into a deed of covenant with the Transferee (and the Transferee's successors in title) to observe and perform the obligations set out in Part II of the Fourth Schedule including this paragraph unless at the time of such disposal the Access Routes forming part of the land being disposed of shall have already become adopted as public highways maintainable at public expense in which case this covenant shall cease to apply.

4. Vacant Possession

That Property is free of [the leasehold interest referred to in entry 5 of the Schedule of notices of leases in title number HP605513 and all other] all leases or licences of any kind affecting the Property on the date of this Transfer

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

13 Execution

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

[EXECUTION CLAUSES – TBC]

THE COMMON SEAL of
RUSHMOOR BOROUGH
COUNCIL WAS AFFIXED
in the presence of:-

The Leader of the Council

The Solicitor to the Council

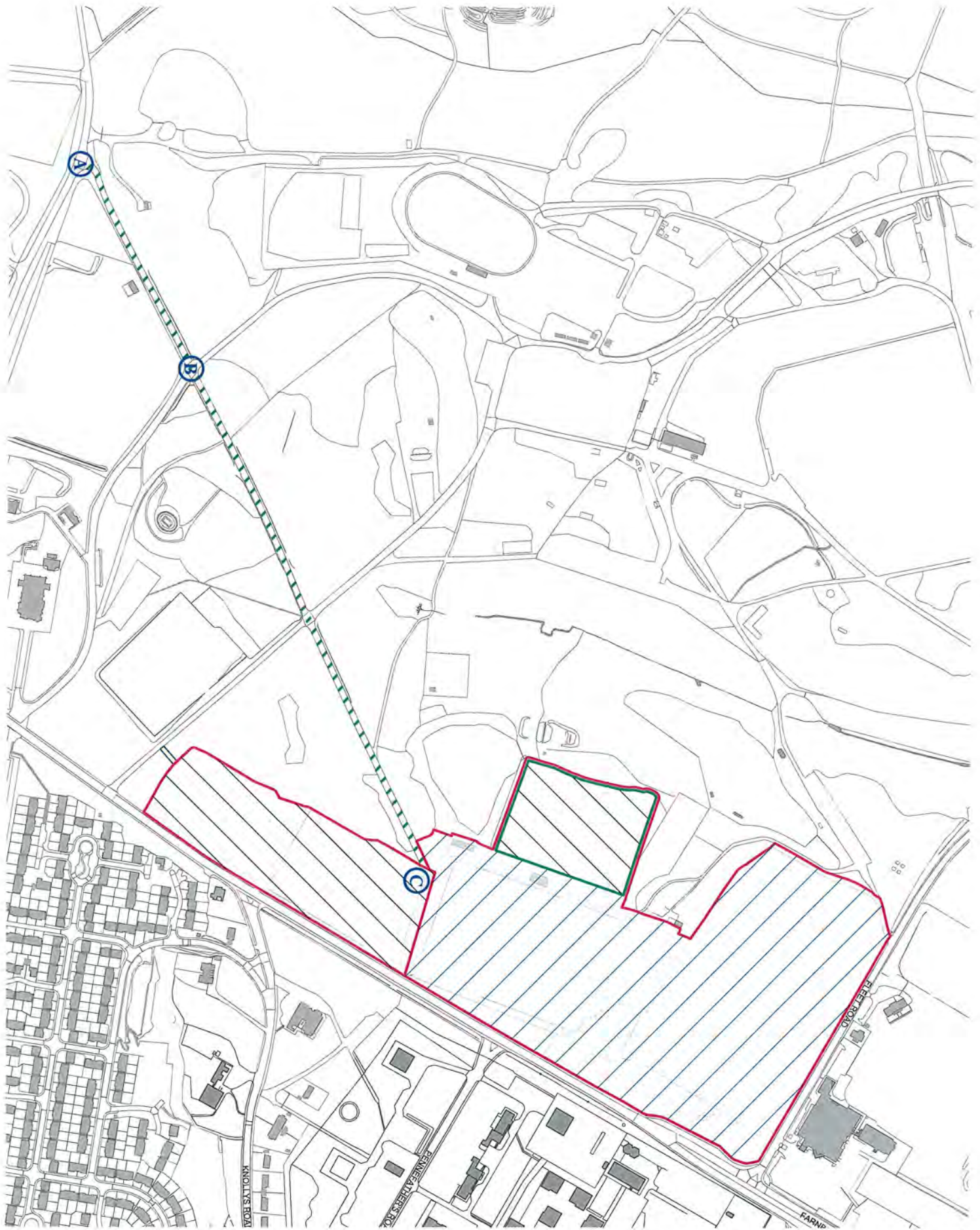
WARNING

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

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

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

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Scale 1:2500



Prop	Area	Volume	Notes

Title: Transfer from Open Fields

Date: 11.02.2014
 Scale: 1:2500(0.8)
 Drawing No: 510.013

ADAM URBANISM
 9 TERRY ROAD, TERRY, WOODHURST, HAMPSHIRE GU12 7PF
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SCHEDULE 14

**Council's Standard Inspection, management and maintenance requirements for Open
Space**

Tree Risk Management Plan

For Council Owned Trees

Rushmoor Borough Council

Issued	January 2011
Last reviewed	
Next review	
Author	Andy Ford / Ben Abbatt
Version	RBC 1.0

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1. Introduction

There is an increased awareness in the potential risks associated with tree failure by members of the public. This is as a result of increasing media attention on incidents of tree failure, especially those resulting in death or injury and recent court cases. With increasing attention given to personal and organisational responsibility, legal proceedings have become more commonplace and there have been a number of high profile cases brought by the Health and Safety Executive under the Health and Safety at Work Act. Whilst there is an increased level of interest, it is important to keep this in context – it is estimated that nationally on average there are around 6 deaths per year caused by trees failing; this is in comparison to around 3,285 deaths per year as the result of road traffic accidents. It is estimated that the risk per person of being injured by a tree failing is one in 20 million. The risk, per tree, of failure causing a fatality is of the order of one in 150 million for all trees and one in 10 million for those trees in or adjacent to areas of high public use.

Organisations such as Local Authorities must ensure public safety, whilst at the same time maintaining a natural and environmentally diverse landscape. It is only reasonable that organisations and landowners manage their trees so that their land is relatively safe for people to visit who can reasonably expect not to be harmed.

The following Tree Risk Management Plan has been developed by Rushmoor Borough Council with advice from Ben Abbatt MICFor, MRICS, CEnv, Dip. Arb. (RFS), BA (Hons) (Arboricultural Association Registered Consultant) by following current guidance and an industry led methodology and inspired by a presentation by Dave Dowson at the 2003 Arboricultural Conference.

2. What is a Tree Risk Management Plan?

There will always be risk associated with trees. This risk can be managed and reduced by the implementation of a proactive inspection regime to help identify potential failures and safety issues with particular trees.

A Tree Risk Management Plan (TRMP) is, in essence, a pro-active tree survey system that identifies the issues of management and records the way in which trees are assessed and managed so that a realistic response to the issue of tree risk and management is given. This is supported by the Health and Safety at Work Act (1974) and the recently issued sector information minute 'Management of the risk from falling trees' (www.hse.gov.uk/foi/internalops/sectors/ag_food/1_07_05.pdf) which requires that a reasonably practicable approach be taken which is proportionate to the risk.

A TRMP is a tool that can be used to provide an audit trail of actions taken in response to a potential risk, what the findings were and how these findings were acted upon. It is a systematic approach that can help to demonstrate that a landowner has dispensed its duty with 'reasonable care' and takes appropriate action as necessary to protect the general public.

A TRMP will:

- address how to prioritise areas for survey,
- suggest the type (pro-active or reactive) and frequency of survey in different areas,
- provide a record keeping facility for surveys carried out and recommended actions,
- detail the competency of the inspector required
- provide a system for obtaining specialist advice where a survey reveals defects requiring a more detailed assessment or where a second opinion is required,
- establish a reporting system for damage / failure to / of trees (e.g. vehicle collision, high winds),
- discuss details of resources necessary for implementation including contract management and auditing of the system and;
- identify methods for recognising changing circumstance to amend the priority of inspection and frequency.

A TRMP will have the effect of bringing the risk of owning and being responsible for trees on the land into the category of 'broadly acceptable' risk from an 'unacceptable' risk where there is no management of trees occurring. Whilst a risk may be categorised as low, the law requires that, where reasonably practicable measures are available, they should be taken. The Health and Safety Executive acknowledges that a broadly acceptable risk is 1 in 10,000, whilst accepting that this is only a guide and that statute and case law will determine how individual cases are assessed.

It is not possible to create an environment where there are no risks. This would mean removing all of the trees in an area which would be

disproportionate to the risk and would result in a landscape devoid of trees, having detrimental effects on the habitat, wildlife, air quality, noise, screening, visual amenity, links to the seasons and many more.

Despite how proactive a tree inspection regime is, trees are living organisms and their circumstances and conditions can alter over relatively short time frames. In some cases decline or the causes of failure are not always obvious and, even with a proactive inspection regime in place, it will not always be possible to predict when a tree might fail. The implementation of a TRMP will not provide a zero risk environment. The TRMP looks at how the council intends to manage that risk.

2.1 What a Tree Risk Management Plan is not

This TRMP does not address the policy by which the management of trees occurs, for instance it does not detail how trees will be managed in relation to issues such as light, shade, leaves, fruit, honeydew (which is caused by aphids), television reception (terrestrial, digital, satellite, etc), perception of 'oppression'. Tree planting schemes are also outside the remit of this document. Management of trees is addressed in the Tree Maintenance Policy (TMP).

Nor does this TRMP discuss the policy for how trees are managed in relation to planning applications, tree preservation orders, tree works applications or Conservation Area notices. These issues are discussed in the Rushmoor Borough Council Local Development Framework (<http://www.rushmoor.gov.uk/index.cfm?articleid=7998>).

2.2 Rushmoor Borough Council

This TRMP will aid the council in achieving arboricultural best practice, risk management of the council tree stock and value for money. The TRMP sets out the way in which the council will systematically survey its trees on a repeating cycle in relation to its duty under the various legislation including the Occupiers Liability Act and Health and Safety at Work Act.

The TRMP formalises and records the way in which trees are currently surveyed and managed; this is crucial if an incident occurs and the council is taken to court. The TRMP is a defensible system where actions and inspections are recorded with appropriate responses, based on professional judgement. The TRMP is not meant to avoid liability, but to show that the issues have been considered and that reasonable and proportionate action has and will be taken in relation to the council's duty to manage its trees.

RBC has a Strategic Risk Management Group that is responsible for managing the risks to the council and ensuring that risk assessments are undertaken for key activities. The group is involved, with professional assistance, in assessing the risk posed to the council by their ownership of trees and the potential for incidents to occur. Appendix 1 contains RBC's risk profile template that relates to the 'risk of failing trees'.

The safe retention of trees within the ownership of the council helps to achieve all of the objectives set out in the Corporate Strategy. 'Trees Matter' (www.treesforcities.org/files_reports/tfc_treesMatter.pdf) by the National Urban Forestry Unit provides details on how trees are perceived and how they may contribute to the Corporate Strategy:

- Strong Communities
- Safer Communities
- Community Facilities
- Housing for the Community
- Support for People
- Clean and Sustainable Environment
- Better Town Centres
- Supporting a Balanced Economy
- An Efficient and Responsive Council

Highway trees are the responsibility of the Highway Authority (Hampshire County Council). Rushmoor Borough Council does carry out routine maintenance under an agency agreement in accordance with HCC's policy and procedures but does not undertake proactive inspection.

3. Why do we need a Tree Risk Management Plan?

Society, through the legal process, has demonstrated that where the failure of a tree was foreseeable it considers it unacceptable for the failure of the tree to occur unless in exceptional circumstances or where reasonable remedial measures are being implemented. It is unacceptable for organisations and landowners not to take responsibility for features on their land that may cause harm to person or property. Recent court cases have highlighted by finding against landowners where negligence identified.

It is important to understand the reasons for the correct and appropriate management of trees in the ownership of a landowner. Whilst this is set out in various pieces of legislation and case law (appendix 2), appropriate management of a tree stock is good arboricultural practice and should be encouraged at every opportunity. The legislation, case law and guidance that relates to the management of trees is available in the advice that the Health and Safety Executive provide to their inspectors (see Management of the risk from falling trees referred to in section 2).

3.1 Benefits to the Council

Primarily the actions within this plan will provide a robust defence against claims of negligence against the Council. In addition, a healthy tree population provides benefits to health by filtering polluted air and mitigating against climate change factors, they provide wildlife habitats, land stabilisation, and enhanced quality of urban landscape (more detail available in 'Trees Matter').

A TRMP can help to prevent the development of hazards in trees and therefore the potential of harm to person or property can be reduced. A high proportion of hazards are due to defects as a result of poor growth patterns or the failure to manage trees appropriately when they are young. A proactive inspection regime can identify where poor growth patterns have occurred and can identify remedial works to reduce the situation worsening (e.g. pruning out co-dominant leading shoots can stop weak forks forming). This can help to reduce future costs or prevent them escalating.

Undertaking a proactive tree survey will provide the Authority with a detailed knowledge of location and condition of tree population. This is an important element in considering budget resources for future years.

4. Deciding what trees to pro-actively survey

A TRMP aims to minimise the risk of trees causing injury or damage as a result of their failure. It is therefore important to decide which trees to inspect as a matter of priority and which can be inspected at a later date. One way of deciding which trees to inspect is based on risk and hazard. 'Risk' is location based whilst 'hazard' relates more to the individual tree.

4.1 Frequency and timing of surveys

Ideally, it is best to routinely survey all trees where people or property are likely to be at risk from the failure of a tree or part of it, irrespective of how an area is 'zoned'. How frequently this is carried out depends on the staffing and financial resources of the council. Through providing justifications as to why certain timescales for periods between inspections it is less likely that a council will be held responsible in the case of a tree failing (e.g. Tomlinson vs. Congleton Borough Council). These timescales should however be reviewed in line with recent case law and reassessed if necessary to ensure that the council has 'behaved' in a reasonable and practicable manner.

Table 1: Risk Zones (also see appendix 3)

	Description	Examples
Priority Inspected annually and reactively.	Where the probability of tree, in failing, would cause harm or damage is as likely as not.	Parks and high use open spaces. Sites adjacent A roads. Sites adjacent to busy B Roads. Sites adjacent to busy other roads and footways.
Moderate Inspected every three years and reactively.	Where the probability of tree, in failing, would cause harm or damage is unlikely.	Low use open spaces. Sites adjacent to B Roads. Sites adjacent to moderate use other roads, footways and car parks. Sites adjacent to properties and businesses.
Low / Negligible Inspected reactively.	Where the probability of tree, in failing, would cause harm or damage is highly unlikely.	Rarely visited areas.

Creating a risk zone map (see Appendix 3) enables the council to prioritise areas of work. The two principles for determining the risk zone map are the 'target' and the frequency of use. The 'target' can be people or property that could be harmed or damaged because of tree failure whereas the frequency of use helps to indicate the likelihood of harm occurring if a tree were to fail. Therefore, a busy public open space adjacent to an A road has a higher probability of harm or damage occurring than in a woodland which is some

distance from public access points and less frequently used, assuming the same potential for tree failure. It is important however to appreciate that there cannot be a complete distinction where survey is essential and where it is not - even at very busy sites there may be a low risk of injury occurring due to the condition, size and age of the specimens.

People are considered more important than property. Whilst property frequently contains people (for instance places of work and homes) they have a measure of protection against harm. Therefore less protected people are prioritised higher than those within property.

Hazards from old large trees sometimes develop rapidly and as such, inspecting such trees located in heavily used areas on an annual basis or more frequently is advisable.

Surveys should take place following exceptional severe weather conditions which may have resulted in branch failures or affected the stability of a tree.

In trees where there are signs of progressive disorders such as Horse Chestnut Bacterial Canker, they should be inspected at intervals prescribed by the expert resource.

4.2 Reactive tree inspections and surveys

RBC also operates a reactive approach to surveying trees and managing its tree stock. The current method is based on the receipt of information from members of the public, staff, contractors or members to which the Community Service then responds. This information is assessed, prioritised and inspections made within a timescale informed by the information received and the principles detailed in 4. and 5.

5. Hazard or Risk Assessment

Whilst risk zone mapping allows the establishment of priority areas for inspection, an assessment of the potential for an individual tree to fail needs to be carried out. The tree risk assessment will assist in quantifying the level of risk posed to public safety. Linked to the risk zone mapping, this system is also 'target' led to determine the likelihood of harm or damage occurring from a specific tree.

The hazard or risk rating is determined through the consideration of three issues:

1. Target considers how frequently people use the area and what the probability would be of someone being injured as a result of failure. Clearly, the more used an area is, the higher the likelihood of harm.
2. Potential for failure considers, at the time of the tree survey inspection, characteristics of the tree most likely to fail based on structural and physiological defects. This will provide an idea of how soon remedial works are needed.
3. Size of failure part rates the size of the part most likely to fail which in turn, affects the severity of the potential failure. The larger the piece, the greater the potential for damage to occur.

Table 2: Risk assessment

		Examples
Target	High	Parks and high use open spaces. Sites adjacent A roads. Sites adjacent to busy B Roads. Sites adjacent to busy other roads and footways.
	Medium	Low use open spaces. Sites adjacent to B Roads. Sites adjacent to moderate use other roads, footways and car parks. Sites adjacent to properties and businesses.
	Low	Rarely visited areas.
Potential for failure	High	High probability of failure
	Medium	Moderate probability of failure
	Low	Low probability of failure
Size	Large	Death or serious injury, structural damage, (e.g. trees with \varnothing of over 300mm or major branch over 100mm \varnothing)
	Medium	Serious to superficial injury, moderate to minor structural damage (e.g. entire small tree e.g. between 300mm and 100mm \varnothing or moderate branch between 100mm and 50mm \varnothing)
	Low / small	Superficial injury, fragile objects damaged (e.g. entire small tree <300mm \varnothing or small branch <50mm \varnothing)

Where \varnothing represents diameter

This assessment informs the management of the tree.

5.1 Failure Log

A failure log will be maintained to record where tree failures occur, the reason for failure when known and the result of the tree failure. This information will help to inform the estimation of real risk levels and over time, will produce patterns providing base data about potential tree failure and possible preventative / corrective actions. Failures will be plotted geographically to enable assessment and feed back in to the Risk Zone mapping and the management of the trees. It is important that any failures or incidents are reported to RBC's Strategic Risk Management Group and the risk reviewed accordingly.

Data recorded will include:

1. Date of failure
2. Location
3. Risk Zone designation within site
4. Species
5. Age class
6. Weather conditions at the time of failure
7. Size of failure part
8. Cause of failure
9. Consequence of failure
10. Actions to be taken
11. Works complete date

It is crucial that if the system is to be successful, relevant information must be fed back into it if benefits are to be gained from lessons learned. A template form is shown in Appendix 9.

5.2 Change in conditions

Trees are living, dynamic, structures and changes in their immediate environment or growing circumstances can have implications to the health of the tree. These changes can have a dramatic affect upon the condition and structural stability and integrity of a tree. Therefore any change in the circumstances of a tree should be brought to the attention of the Parks Development Officer or relevant Council Land Manager for them to assess.

6. Proactive Tree Survey

The following section sets out the various elements of how the pro-active survey or TRMP will continue to be implemented by RBC and the important issues to consider when doing so. It considers areas of responsibility, training and procedures.

6.1 Objectives

To survey the Council tree stock on all Council land (parks, open spaces and estates as shown on the ArcGIS Rushmoor data / conveyance area) to establish the condition of the trees within the specific risk zone maps to identify remedial tree works with priorities.

Trees on the highway will not be surveyed as they are the responsibility of the Highways Authority. Where significant defects with highways trees are noted these should be passed on to the Highways Authority, or their agent, at the earliest opportunity.

6.2 How it will be managed / responsibility

The Parks Development Officer / relevant Council Land Manager will direct the areas to be surveyed and will be responsible for auditing the data recorded by the tree surveyor.

6.3 Who will carry out the survey?

It is reasonable to expect that a tree survey should be carried out by someone who is trained in Arboriculture to a minimum of level 3 National Qualification Framework (NQF) or higher [52/75, Poll v Bartholomew]. Higher levels of training would be beneficial and experience in carrying out such work should be demonstrated. The pro-active tree survey is carried out by an external consultant appointed as required.

When the surveyor requires advice or recommends that the tree is inspected in detail, then the level of competence will have to be commensurate with the task involved. Experience in carrying out such work should also be demonstrated as it is likely that investigation may require the use of decay detection equipment.

Training needs to be appropriate for the task and for the individual. There are three levels of staff within this TRMP:

- Tree Surveyor
- Parks Development Officer / relevant Council Land Manager
- Expert resource (e.g. Arboricultural Consultant)

Training should be commensurate with the anticipated duties.

Table 3: Qualifications and experience

Contract Tree Surveyor	Essential: NQF level 3, e.g. Technician's Certificate in Arboriculture or LANTRA Professional Tree Inspector and experience
Parks Development Officer / relevant Council Land Manager (over sight and implementation of TRMP)	Essential: NQF level 3, e.g. Technician's Certificate in Arboriculture or experience LANTRA Professional Tree Inspector Desirable: NQF level 6, e.g. Professional Diploma in Arboriculture
Outside resource [Arboricultural Consultant (detailed inspections / second opinions)]	Essential: NQF level 6, e.g. Professional Diploma in Arboriculture and experience LANTRA Professional Tree Inspector Desirable: Registered Consultant / Chartered

It is essential that the training is revisited frequently, for instance every three to five years for the tree hazard awareness courses and / or that appropriate continuing professional development or attendance at events is carried out and details recorded.

6.4 How the survey will be carried out

The survey will be a walked survey of the trees and will include an assessment from all points using the Visual Tree Assessment (VTA) method from ground level. The VTA method (The Body Language of Trees, p179) proceeds in three stages:

1. Visual inspection for defect symptoms and vitality. If there is no sign of a problem then the investigation concludes.
2. If a defect is suspected on the basis of the symptoms, its presence or absence must be confirmed by a thorough examination.
3. If the defect is confirmed and appears to be a cause of concern, it must be measured and the strength of the remaining part of the tree evaluated.

For simplicity, it will be assumed that the trees are of good form and condition. The survey will concentrate on the specific features of the tree that are not in accordance with this assumption and will record the significant features that have a bearing on the condition of the tree. Therefore it may be possible that no features, other than the physical dimensions of the tree are recorded which would demonstrate that the tree is of good form and condition. However, for purposes of clarification, the surveyor will record the condition of the tree in the 'condition' category. Should any trees inspected require immediate works

the Parks Development Officer / relevant Council Land Manager should be informed as soon as reasonably possible.

Individual trees to be plotted and surveyed should normally be larger than 100mm in stem diameter. All individual trees over 100mm diameter are to be surveyed and their details recorded regardless of whether remedial works are required. Discretion is given to the surveyor to survey smaller diameter trees when there is particular reason to do so, for instance formative pruning or sensitive location (for instance close to an adjacent property).

Trees will be plotted by estimate using site features. Where GPS is available it may be possible to more accurately plot the location of the trees. The approximate centre of the tree stem is to be plotted. Groups or woodlands can be plotted as areas (polygons) marking the estimated canopy spread where reasonably possible.

Tree tags may be used / required to identify specific trees where their exact position is unclear, for instance within a woodland, and the tag number should be recorded.

Where a woodland or copse is to be surveyed it is not cost effective to survey, record their data and tag each tree. Therefore the process for a copse or woodland will consist of a walked survey though the woodland marking each tree with a timber crayon when it has been surveyed. If features of a tree that require remedial works are identified then the tree should be tagged and the works recorded against that tag number. The tag ensures that the specific tree is easily identified and the remedial works carried out on the correct tree.

6.5 How the data will be stored

The survey data will be collected on hardware provided by RBC using the PlaySafe and ArcMap software programs.

6.6 Data to be recorded

The following information recorded for each tree surveyed:

site,
date,
surveyor,
weather,
tag number (where appropriate),
species,
age class
condition of the tree,
recommended tree works, and
priority for completion of those works.
(The zone in which the tree stands will normally denote the resurvey date.)

It is also important to record any features relevant to the site (e.g. buildings, access points, use) in the notes field.

Trees given a general condition in relation to their physiological and structural condition as follows:

Table 4: Tree condition descriptions

Good	Full healthy canopy; but possibly including some suppressed branches or physical damage. A tree that requires little or no tree works and it is anticipated to be retained for over 10 years
Fair	Slightly reduced leaf cover, minor dead wood, or isolated major deadwood. A tree that requires tree works to remove defects and/or improve the form so that it may be anticipated to be retained for over 5 years
Poor	Overall sparse leafing or extensive dead wood. A tree that has a significant proportion of defects and / or requires considerable tree works to aid its retention and / or where the retention of the tree is not anticipated beyond 5 years

Recommendations for any works required to be recorded and the priority determined. Works will then be instructed on the basis of the priority and at the discretion of the Parks Development Officer.

The data listed in Appendix 8 also recorded for each tree surveyed.

6.7 Priority for works

Priorities for works are:

Table 5: Tree work timescale descriptions

Immediate / immediate	These works should be carried out immediately. The surveyor should contact the Council and inform them of the concerns so that the Council can arrange for the works to be carried out without delay. Works in this category relate to trees that are imminently about to fail and that the failure of the tree / part is more likely than not to cause significant harm or damage.
High / 1 month	These works should be carried out within 1 month from the identification of the works. The surveyor should contact the Council and inform them of the concerns so that the Council can arrange for the works to be carried out within the month. Works in this category relate to trees that are imminently about to fail and that the failure of the tree / part is likely to cause significant harm or damage.

Medium / 6 months	These works should be carried out within 6 months from the identification of the works. There is no need to contact the Council in relation to these works other than through the normal downloading of the data collected. Works in this category should include works that are necessary for the safe use of the site or adjacent properties and land, for instance crown lifting to clear for access. These works may also relate to good arboricultural practice, for instance formative pruning or clearance of a property.
Low / 1 year	These works should be carried out within 1 year from the identification of the works. There is no need to contact the Council in relation to these works other than through the normal downloading of the data collected. Works in this category should include works that are necessary for the safe use of the site or adjacent properties and land, for instance where it is anticipated that the tree growth will become an issue before the next cyclic of inspections. These works may also relate to good arboricultural practice, for instance formative pruning or preventative clearance of a property. It is anticipated that these works may not always be possible to complete within the year, potential due to financial constraints.

Once the initial survey of council owned land is complete, an assessment of the priorities for survey and their frequency can be addressed as part of a review of this exercise.

6.9 Reviewing TRMP

The TRMP should be reviewed as necessary (for instance new guidance, recent case law and statute law, etc.) and / or at least on a three year basis. The purpose of reviewing the TRMP gives the Council the opportunity to not only ensure it is up to date and accurate but also to make improvements, particularly in methods of working and how data is recorded.

Benchmarking with other Local Authorities can also be a useful way to make improvements to the TRMP based on the successes of others and understanding how they have approached the same problem. If the Council wishes to measure and assess how the TRMP is performing it can set local performance indicators based on SMART (specific, measurable, achievable, result orientated, time bound) objectives linked to individual performance reviews.

6.10 Auditing

It is important that auditing of the quality of data is carried out, especially in the early stages of implementing the TRMP. This will help to ensure that the details recorded are accurate, retrievable, meaningful and fit for purpose. Failure to audit may reduce the validity of the system.

It is therefore important to show that not only is the proactive survey being carried out, but that someone separate, qualified and experienced is auditing the work.

7. Implementing a Tree Risk Management Plan

Whilst implementing a TRMP can be hugely beneficial to the Council in terms of providing a cost effective proactive tree surveying regime and a systematic approach to managing risk, its implementation needs to be considered in terms of resources.

7.1 Finance

In this instance it is not anticipated that the implementation of the TRMP will significantly identify tree works above that which the normal council tree budget would cover as RBC currently have a tree survey regime in place. TRMP formalises and records the way in which the current process is implemented and provides the basis for improvement to the existing process. The idea of a proactive tree survey regime is to identify appropriate works necessary for the safe retention of the trees in advance of any failings and to maintain the trees in accordance with good arboricultural practice.

Where tree works are identified they will be prioritised. Works that are immediate or high priority will be carried out before medium and low priority works. This will enable the tree works to remain within the parameters of the budget available.

As the tree survey will identify trees that have previously been unrecorded, it is likely that some remedial tree works will be necessary that the Council were not previously aware of. Over time, following complete cycles of prioritised survey and remedial works, it is anticipated that the amount of work generated by the surveys will reduce in volume, priority and frequency. Works will be prioritised so that budget expenditure can be limited in a rational manner. It will be important to manage and review the current financial resource available given that additional funding may be required.

It is the responsibility of the Parks Development Officer / relevant Council Land Manager to report excess priority works, either as a result of an extreme severe weather event or significantly more high or moderate priority works than anticipated. This report should be sent to the Head of Community or relevant lead officer when the works cannot be carried out within the normal tree resources budget to seek additional funding.

7.2 Sourcing of tree works

RBC obtains quotations for the tree works from a variety of contractors relevant to the complexity of the task. This helps to ensure that the correct market price is sourced from competent and experienced contractors. Such contractors are mostly local to the borough and therefore helping maintain a sustainable business community.

Such companies must have appropriate working procedures, staff, financial stability, insurance, record keeping, qualifications and experience in all

aspects of tree work. Additional benefits to using local tree contracting companies is their ability to rapidly respond to RBC requests, long standing knowledge of the trees within the borough and the locality itself.

7.3 Internal management of the TRMP

For a pro-active survey regime to be managed properly, adequate staff time must be put aside. It is not enough to simply say that such a survey is in place; it must be managed and resourced appropriately with regular reviews.

The Parks Development Officer / relevant Council Land Manager is responsible for the implementation of the TRMP. Due to the level of staffing resources within the Parks Section of the Community Service it is necessary to obtain additional outside resource in the form of a professional tree surveyor. This is currently covered by the employment of a contracting professional tree consultant for 1 day per week. There is no further additional resource anticipated as this TRMP formalises the current practices and management of the tree risk.

The implementation of this tree risk management plan has a number of actions which must be undertaken to ensure efficient use of the TRMP and maintenance of the defensible approach to tree risk management. A list of such actions is in Appendix 10.

Appendix 1

Rushmoor Borough Council's risk profile template for the 'risk of failing trees'

Risk	Inherent risk (Value)	Mitigation procedure/controls	Residual risk (Value)	Action planned	By whom/when
Personnel Injury					
2	25	<p>Regular recorded inspections (Routine Inspection (Visual) in playgrounds and Parks/Open Spaces infrastructure by Community Patrol (Environmental Health), Trees by Community & Buildings by Democratic Services) together with regular maintenance. Provision of safety/rescue equipment with regular inspections to ensure present with replacement as required (by Contracts (Environmental Health), signage. Roadworks - individual risk assessments & inspection (also Contractor responsible for risk during works).</p>	19	<p>Ensure ongoing inspections and appropriate recording of inspections. Review of tree inspection and maintenance with view to adopting formal policy (report to cabinet by September 2009).</p>	<p>Tree inspections review by AF (Community) by September 2009. Weekly inspections of safety equipment by Contract Services. Routine Visual Playground inspections and Parks footpaths & furniture by CPO team (Environmental Health). Playground monthly operational inspections by contract (Record RSS) and annual inspection by contract (Craigdene Ltd). All playground inspections by RPII registered inspectors. Roadworks ongoing by John Trusler (Community). Buildings by Andrew Colver (Democratic Services).</p>

Appendix 2

Legislation (Statutes)

- The **Occupiers Liability Act (1957 and 1984)** - Under the 1957 Act a common duty of care is owed to all lawful visitors. The duty is to take such care as, in all the circumstances of the case, is reasonable to see that the visitor will be reasonably safe in using the premises for the purposes for which he/she is invited or permitted to be there. This means that any visitor to public open space, countryside land or any other site has the right to expect that no harm will come to them. Whilst it is not currently possible to be prosecuted under these acts, there is the possibility of being sued in the civil court if an incident were to occur.

The 1984 Act imposes a duty of care to those who are not visitors (i.e. trespassers). The Act imposes a limited duty of care on occupiers to take 'reasonable' steps to offer protection to trespassers from dangers which should be known to exist on the property. The duty under the 1984 Act is more restricted than the 1957 Act, in that it only applies where a danger that the occupier knows of or ought to know of exists and if the occupier knows or ought to know that trespassers are likely to come on the land. The scope of the duty under the 1984 Act is limited to personal injury and does not cover property damage.

- The **Town and Country Planning Act (1990)** and **Town and Country Planning (Trees) Regulations (1999)** contains provisions for protecting trees that provide public amenity. The additional implied duty in the Act is that organisations such as Local Authorities should maintain such valuable amenity as they can be exempt from Tree Preservation Orders as they may be deemed to be appropriate managers of the tree population within their control.
- The **Highways Act (1980)** and the **Local Government (Miscellaneous Provisions) Act (1976)** give Local Authorities the powers to deal with trees in private ownership that endanger the highway, persons or property. The Highways Act empowers the Highways Authority (Hampshire County Council) to require that trees adjacent to the highway are managed to prevent them becoming a hazard to the safe use of the Highway.

Sections 23 and 24 of the 1976 Act allow Local Authorities to deal with trees on private land when asked to do so by the landowner, although these powers are discretionary and usually a last resort. Expenses then need to be recovered from the landowner.

- The **Wildlife and Countryside Act (1981)**, the **Countryside Rights of Way Act (2000)** and the **Conservation (Natural Habitats, &c) Regulations (1994)** all place legal obligations on the protection of wildlife species and habitats. The 2000 Act's duty of care is extended to cover those who might be described as ramblers or persons exercising their right of access over land or the 'right to roam'. The duty under this Act is limited in its scope and does not extend to risks that exist as a result of natural

features on land. The 1981 and 1994 Acts place some obligation on local authorities to consider wildlife issues within the planning process where sites are considered to be of wildlife importance. Whilst it is not within the scope of this document to discuss the wildlife implications of tree management, it is an important consideration for landowners / occupiers.

- The **Health and Safety at Work Act (1974)** places a duty on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees, as well as those not in his employment who may be affected if exposed to risks to their health or safety. This means ensuring that all places of work are, so far as is reasonably practicable, safe and without risks to health to both employees and visitors to the site. Cases have been brought by the Health and Safety Executive under sections 2 (general duties of employers to their employees), 3 (general duties of employers and self employed to persons other than their employees) and 4 (general duties of persons concerned with premises to persons other than their employees) of the Act.
- The implications of the **Corporate Manslaughter and Corporate Homicide Act (2007)** means that companies or organisations whose gross negligence causes the death of an individual now could face prosecution for manslaughter. The fines are unlimited. Immunity from prosecution for the Crown has been removed. Crown bodies, such as Government departments, will now be liable for prosecution. The continued implementation of this TRMP will help form the reasonable 'defense' against such a potential prosecution for the council.

Legislation (Case Law)

There are other cases that are applicable, but these are the main and current ones.

- **Chapman v Barking and Dagenham London Borough Council (1998)**
Barking and Dagenham London Borough Council were taken court in 1998 by the plaintiff, Mr Chapman who had sustained serious physical injury when the cab of the van he was driving was crushed by a falling limb from a Council owned Horse Chestnut tree. Whilst the tree had been pruned some years before it should have been inspected at regular intervals, especially given the recent strong wind warnings that were issued by local meteorological stations. The Council had no formal system in place to inspect trees in their ownership.

The judge found for the plaintiff on the basis that:

"a person is liable for a nuisance constituted by the state of his property:

- 1) if by neglect of some duty he allowed it to arise; and
- 2) if, when it has arisen without his own act or default, he omits to remedy it within a reasonable time after he did or ought to have become aware of it." (See *Noble -v- Harrison* [1926] 2 KB 332 at 338)

- **Birmingham City Council**
Birmingham City Council were successfully prosecuted under section 3 of the Health and Safety at Work Act in July 2002 following the failure of an ash tree adjacent to a road which led to the death of three people.
- **Gary Poll v Viscount Morley (May 2006)**
This case involved a motorcyclist colliding with a fallen tree. The motorcyclist made a claim against the tree owners for damages. Judgement was awarded in favour of the claimant. Whilst the owner of the tree had an inspection regime in place, it was judged that it was insufficient to detect structural defects and that a different (more detailed) method of inspection would have detected the warning signs. The Judge determined that an experienced Arboriculturist would have identified the hazardous nature of the tree and ordered its removal.

This case is particularly important as it suggests the different levels of inspection and competence are required to fulfil a tree owner's duty of care.
- **Essex County Council (2003)** were found guilty under Section 2 of the Act following the death of a Senior Ranger as the result of insufficient inspection regimes and staff competence. The Council were found to have inadequate systems in place to ensure that tree work was properly assessed and allocated to appropriately trained individuals.
- **Atkins v Scott (2008)** In this case the Judge criticised the defendant for not have a formal written system for tree inspections.

Government Guidance

The main guidance is taken from 'Well-maintained Highways, Code of Practice for Highway Maintenance Management' published in July 2005, Circular 52/75 Inspection of Highway Trees and the HSE sector information minute 'Management of the risk of falling trees' (in Appendix 1). Essentially they require that:

- *proactive and remedial inspections* are carried out on a *cyclic* basis
- *records* of the inspections are kept
- *remedial works* are carried out
- investigation of specific concerns are *referred* to competent and qualified professionals

A number of other Local Authorities in Hampshire are currently implementing or are working towards a TRMP system for proactively surveying trees in their ownership. These include Hampshire County Council, Winchester City Council, Southampton City Council, New Forest District Council, Eastleigh Borough Council, Fareham Borough Council, East Hampshire District Council, Hart District Council, amongst others.

Appendix 3

List of Priority Risk Sites

Aldershot Football Ground (subject to lease)
Aldershot Lido
Aldershot Park
Cove Football Ground (subject to lease)
Cove Green Recreation Ground off Prospect Road
Farnborough Community Area
Farnborough Football Ground (subject to lease)
Farnborough Gate Sports Complex
King George V fields
Lychford Road
Manor Park
Moore Road Recreation Ground
Municipal Gardens (off Grosvenor Road, Aldershot)
Napier Gardens (subject to lease)
North Lane / Ivy Road Playing Fields
Oak Farm Recreation Ground off Tile Barn Close
Osborne Road Recreation Ground
Prince's Gardens (opposite Princes Hall)
Queen Elizabeth Park (including the footpaths, play ground and car park)
Queens Road Recreation Ground
Rectory Road Recreation Ground
Redan Hill Gardens
Redan Hill Fort Open Space / High Street Recreation Ground
St. Michael's Gardens
Southwood Playing Fields

Moderate Risk Sites

There is no list of Moderate Risk Sites as all sites that are not listed in either the High or Low Risk Sites are a Moderate Risk Sites. A full list is to be developed over time.

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Low / Negligible Risk Sites

Aldershot Ski Centre (subject to lease) (managed through lease)
Alexandra Road Allotments
Birchbrook Reserve
Birchett Road Allotments
Brook Gardens Open Space

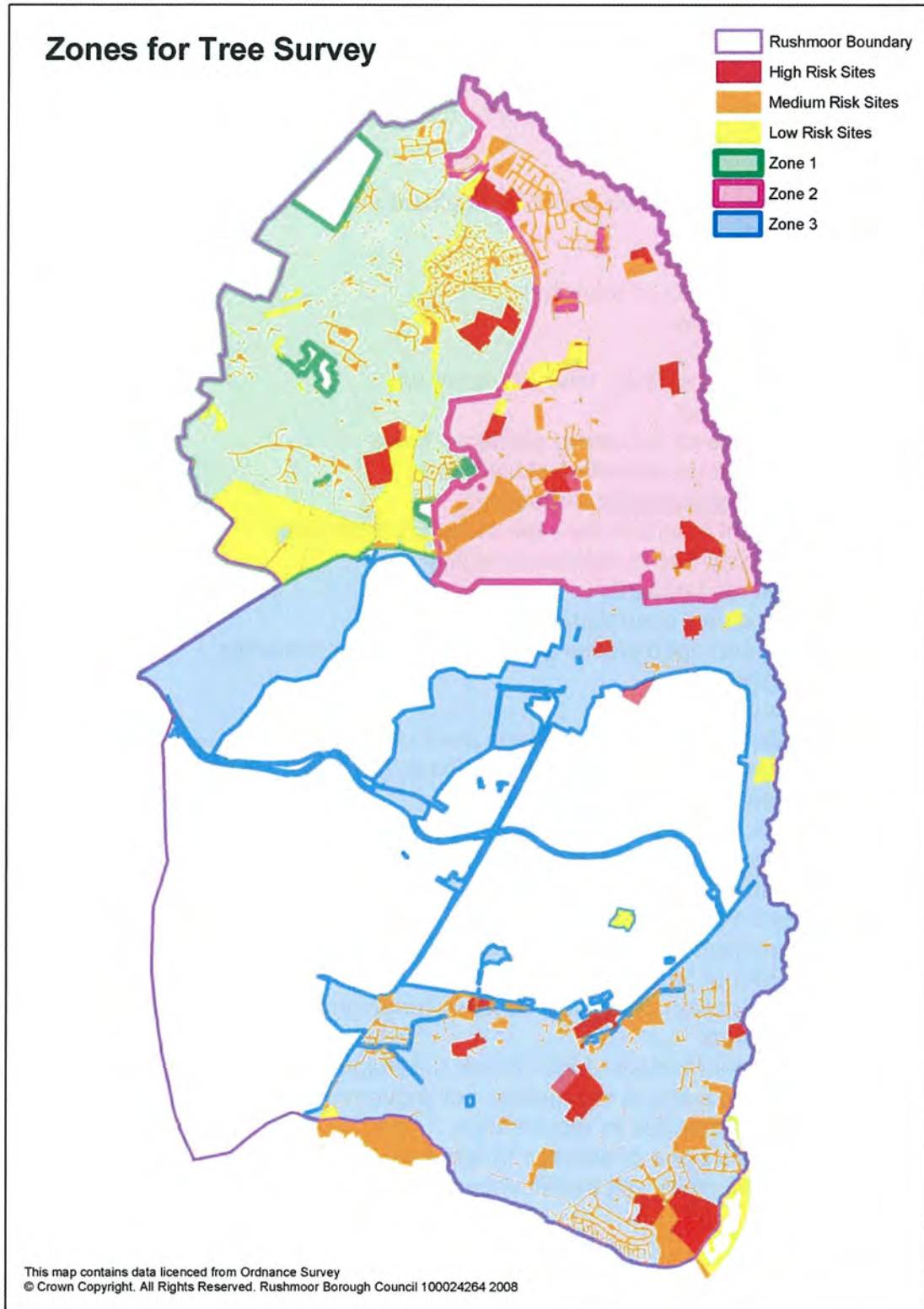
Calvert Close Allotments
Cherrywood Road Allotments
Cove Brook Flood Plain Area off Bridge Road, Cove (excluding footways)
Cove Green Allotments
Fernhill Road Allotments
Hazel Road Allotments
Holly Bush Lane nature area (managed through Blackwater Valley Countryside Partnership)
Land off Ratcliffe Road (land locked)
Park Road Allotments
Prospect Road Allotments
Queen Elizabeth Park (excluding the footpaths, play ground and car park)
Ratcliffe Road Allotments
Rowhill Nature Reserve (excluding the footpaths and car park)
Southwood Golf Course (site managed by third party)
Southwood Woodland (excluding the footpaths and car park)
Strip of land at Hannover gardens (land locked / no access)
The Birches open space
Tongham Pool (extension of Aldershot Park) (excluding footpaths)
Woodland / Copse off Chestnut Tree Grove (excluding the footpaths)
Woodland / Copse off Howard Drive (excluding the footpaths)
Woodland / Copse off Nightingale Close (excluding the footpaths)
Woodland / Copse off The Potteries (excluding the footpaths)
Woodland strip off Juniper Road

List of Leased Sites

	Included for surveying	Excluded for surveying
Aldershot High Street Recreation Ground	✓	
Aldershot Ski Centre (subject to lease) (managed through lease)		✓
Holly Bush Lane nature area (managed through Blackwater Valley Countryside Partnership)		✓
Southwood Golf Course (site managed by third party)		✓

Appendix 4

Risk Zone Maps



Appendix 5

Tree Risk Management Plan Survey Brief – data to be recorded

The following types of data about the trees being surveyed should be assessed. This list has been compiled from a variety of sources including The Hazards from Trees: a general guide (see Appendix 2), Circular 52 / 75 and Hampshire County Council's Arboricultural Works Procedure (11/2005) in relation to the Highway.

This list is not exhaustive and other features should also be considered at the time of survey.

- Abrupt bends in branches
- Brittle decay
- Bottle butt
- Excessive sinking down of branches
- End loading
- Exposure of previously sheltered trees
- Fork and unions with included bark
- Grafts (showing incompatibility)
- Incipient failure of the main stem (fibre buckling)
- Instability due to restricted rooting
- Neglected pollards
- Poor crown condition
- Ribs and open cracks on stems and major branches
- Target cankers
- Wounds
- Thinning of foliage and dying back of branches
- Wounds where branches have been removed
- Areas where bark has peeled off
- Galls, cankers and lesions
- Fungal fruiting bodies
- Moisture issuing from the tree
- Dead trees
- Significant dieback in the crown
- Individual dead or broken branches
- Obvious signs of decay: cavities, fungal growth or substantial areas of dead bark
- Persistent history of live branch breakage
- Obvious signs of root heave, soil movement around the base
- Roots damages by excavations
- Obvious signs of damage to adjacent structures
- The proximity and significance of nearby targets

Appendix 6

Failure Log Record Sheet			
Date of failure			
Location			
Risk Zone designation within site	Low / Negligible	Medium	High
Species			
Age class	Young	Middle Aged	Mature
Weather conditions at the time of failure	Wind speed / Beaufort Scale: 1 2 3 4 5 6 7 8 9 10 11 12 Rain: None / Light / Moderate / Heavy		
Size of failure part	Tree:	<100mmØ	100 to 300mmØ
	Branch:	<50mmØ	50 to 100mmØ
Cause of failure			
Consequence of failure			
Actions to be taken			
Works complete (date)			

FORCE	EQUIVALENT SPEED 10 m above ground		DESCRIPTION	SPECIFICATIONS FOR USE ON LAND
	miles/hour	knots		
0	0 to 1	0 to 1	Calm	Calm; smoke rises vertically.
1	1 to 3	1 to 3	Light air	Direction of wind shown by smoke drift but not by wind vanes.
2	4 to 7	4 to 6	Light breeze	Wind felt on the face; leaves rustle; ordinary vanes move by the wind.
3	8 to 12	7 to 10	Gentle breeze	Leaves and small twigs in constant motion; wind extends light flag.
4	13 to 18	11 to 16	Moderate breeze	Raises dust and loose paper; small branches are moved.
5	19 to 24	17 to 21	Fresh breeze	Small trees in leaf begin to sway; crested wavelets form on inland waters.
6	25 to 31	22 to 27	Strong breeze	Large branches in motion; whistling heard in telegraph wires; umbrellas used with difficulty.
7	32 to 38	28 to 33	Near gale	Whole trees in motion; inconvenience felt when walking against the wind.
8	39 to 46	34 to 40	Gale	Breaks twigs off trees; generally impedes progress.
9	47 to 54	41 to 47	Severe gale	Slight structural damage occurs (chimney pots and slates removed).

10	55 to 63	48 to 55	Storm	Seldom experienced inland; trees uprooted; considerable structural damage occurs.
11	64 to 72	56 to 63	Violent storm	Very rarely experienced; accompanied by wide spread damage.
12	73 to 83	64 to 71	Hurricane	Very rarely experienced; accompanied by wide spread damage.

Appendix 7

Action Plan

No.	Action	Responsibility	Target date for completion
1.	Review TRMP prior to issuing to Council Members to consider for formal adoption.	Line management / Risk Management Group / Council Insurer	Jan 2010
2.	Amendments made.	Parks Development Officer	Feb 2010
3.	Consideration for formal adoption by Council Members.	Council Members	Feb 2010
4.	Amendments made.	Parks Development Officer	Feb/March 2010
5.	Formal adoption by the Council Members.	Council Members	March/April 2010
6.	<p>Implementation.</p> <p>2009: survey of all high risk sites 2009: survey of zone 1 moderate risk sites 2009: prioritisation of tree works and their implementation within the limitations of the tree budget.</p> <p>2010: survey of all high risk sites 2010: survey of zone 2 moderate risk sites 2010: prioritisation of tree works and their implementation within the limitations of the tree budget.</p> <p>2011: survey of all high risk sites 2011: survey of zone 3 moderate risk sites 2011: prioritisation of tree works and their implementation within the limitations of the tree budget.</p>	Parks Development Officer	On Target
7.	Check leased sites for management of tree responsibilities.	Parks Development Officer / Legal Services	March/April 2010 (requested Jan 2009)
8.	Three-year audit (2011)	Line management / Risk Management Group / Council Insurer / External resource	March 2011

Appendix 8

References

Arboricultural Journal, Arboricultural Association
Arboricultural Association Newsletter
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Principles of Tree Hazard Assessment and Management, David Lonsdale, DETR, 1999

The Body Language of Trees, Claus Mattheck & Helge Breloer, DoE, 1994

Diagnosis of ill-health in trees, R.G. Strouts & T.G. Winter, DoE, 1994

Hazards from trees a general guide, Forestry Commission

Hampshire County Council Arboricultural Works Procedure [11/2005]

Circular 52/75, Department of Environment

Well Maintained Highways, Roads Liaison Group

Health and Safety Executive sector information minute 'Management of the risk of falling trees'

Management of the risk from falling trees, HSE advisory SIM 01/2007/05

Trees Matter, National Urban Forestry Unit

SPECIFICATION FOR GROUNDS MAINTENANCE

AIMS AND OBJECTIVES

The Contract for Grounds Maintenance represents a strategy for achieving certain policy aims and objectives for the management and maintenance of parks, open spaces, children's play areas, cemeteries, crematoria, sports pitches and other amenity areas in the Borough. The main operations involved are turf maintenance, tree, shrub, rose and hedge maintenance, weed control, litter control, maintenance of bedding schemes, maintenance and marking out of sports pitches, landscape works, arboricultural works and grave digging.

The provision of parks and open spaces is of particular significance with regard to the environment, both in terms of enhancing the landscape and in providing areas for relaxation and play.

- ♣ **Trees** - to maintain and create a healthy and visually attractive tree stock
- ♣ **Amenity** - to improve and maintain the visual attractiveness of the environment with due regard to the health and safety of facility users and visitors
- ♣ **Recreation** - to provide and maintain a safe recreational resource for sporting groups, clubs, individuals and other users. Implicit in this is the objective of maintaining a high standard of playing facility, i.e. football, cricket
- ♣ **Conservation** - to protect and expand the habitat for all species of plant and animal life currently found in the Borough
- ♣ **Environment** - to promote a better local environment by reducing the levels of pesticides used and increase the level of organic and non-organic material recycled
- ♣ **Heritage** - to maintain and preserve the historic and local importance of parks and open spaces and their contribution to the life of the area
- ♣ **Education** - to develop parks and amenity open space as an educational resource for residents and visitors i.e. creating an environmental awareness
- ♣ **Sustainability** - to develop parks and open space as environments which meet current needs without compromising those of future generations
- ♣ **Children's Play** - to create a wide range of safe and stimulating play opportunities for the development and growth of all children, i.e. education for leisure.

The Contractor in pursuance of the above will have due regard for all legislation, relevant BSI and European standards, good and accepted horticultural practice defined in the Specifications, public/user health and safety. The Contractor must also ensure that his operations are being carried out at the appropriate skill level. It is the overall objective of the Council to maintain facilities, amenity areas and other horticultural features to the highest possible standard that resources will allow. It should be recognised that horticultural maintenance is a means to an end and not an end in itself. The Council's all embracing objective is to create recreational opportunity in a positive way recognising that people need to express themselves through leisure activities, thus increasing quality of life and environmental awareness. The Contractor through his contractual obligations will be mindful of the basic philosophy as defined above and ensure that this is reflected in the standard of work delivered to the Council.

SECTION 0

GENERAL PRELIMINARIES

General Standards and Expectations

- 0.1 The Council is committed to providing a comprehensive range of visual, recreational and sports facilities that encourage the widest possible cross section of the population to use and enjoy outdoor leisure facilities. This policy requires the outcomes of this contract to sustain the land asset and maximise user satisfaction by:-
- ♣ diligently and continuously maintaining all the public open spaces defined in the contract
 - ♣ ensuring all facilities are available for use by the public at, and for the full duration of, the prescribed use times
 - ♣ preparing all facilities to the standards described in the contract.
- 0.2 The whole of the work shall be carried out in a thoroughly professional manner in accordance with the principles and practices of accepted and recognised horticultural, arboricultural and turficultural standards.
- 0.3 For the purpose of this contract the Council's property includes all land, fixed equipment, growing plants and vegetation, hard surfaces and water thereon. The Council's property shall not be used by the Contractor for any other purpose than herein specified. The Contractor shall not knowingly permit any other person to use the Council's property for any purpose except for those prescribed and permitted by the Council.
- 0.4 The Contractor shall ensure that all the Council's property is protected against accidental or negligent damage likely to be occasioned through undertaking the works specified herein.
- 0.5 The Contractor shall have free access to the sites for the duration of the works. Access shall only be by public or other agreed routes and using existing entrances to individual sites. Special Contractor access points shall be locked immediately after entry and exit.
- 0.6 Notwithstanding the foregoing, the Council may at times restrict or prohibit Contractor access on specific days as considered by the Council to be necessary or desirable.
- 0.7 Public access must not be denied or impeded by contract activity unless previously approved by the Council.
- 0.8 Every courtesy and assistance shall be given by the Contractor's staff to members of the public using the Council's facilities specified in the Contract.

- 0.9 Any damage occasioned by the Contractor in carrying out the works of this Contract shall be immediately made safe and repaired to the satisfaction of the owner or agent of the property at the earliest convenient time, or as directed, and at the sole cost of the Contractor.
- 0.10 The Contractor shall be responsible for acquiring the necessary permits and paying charges and fees for the utility services needed to complete the works e.g. water, electricity and the like.

Management of the Works

- 0.11 The overall management of the property and facilities detailed herein remains the prerogative of the Council. Consequently the Council reserves the right to prescribe the type and timing of all work to be undertaken.
- 0.12 The Contractor is responsible for planning, resourcing, undertaking the specified tasks and monitoring the standard of work.
- 0.13 The Contractor shall provide sufficient supervisory and managerial staff to fully control, organise and monitor all the activities undertaken by the Contractor's employees and any sub-contract workers.
- 0.14 The Contractor shall insure that when work is in progress there is a nominated competent person authorised by the Contractor to receive instructions from the Council. The Contractor's representative shall be responsible for ensuring the works are progressed in accordance with and to the standards specified within this contract.
- 0.15 Arrangements will be made for joint inspection of the works by the Contractor and the Council at regular intervals.
- 0.16 Each task at any site shall be continuously progressed to completion without undue delay except for natural work breaks unless programmed otherwise. Allied tasks shall be completed at the same time, i.e. all of a single area mown at one visit, edging grass completed at same time of mowing.
- 0.17 The Contractor shall provide all the necessary labour for the completion of the works.
- 0.18 No operative shall be employed on any task, or operate any machinery or equipment they have not been adequately trained to undertake and use.
- 0.19 The Contractor is solely responsible for the good behaviour of operatives while they are engaged on the works on this contract. However the Council may (but not vexatiously or unreasonably) require the Contractor to exclude from the contract, or a section of the work, any person employed by the Contractor for any reasonable cause.
- 0.20 The Contractor shall prevent smoke, dust, vegetation chippings, unreasonable noise and

non essential vehicular movements, or other action from creating a nuisance to the public.

Equipment and Machinery

- 0.21 The Contractor shall provide all the machinery, equipment and ancillaries needed to carry out the work detailed in the Specification. Tractors, ride on mowers (or other equipment when used on turf areas) shall be fitted with grassland low pressure tyres.
- 0.22 The Contractor's work equipment and machinery shall be in good working order before commencing work. Defects shall be remedied before the equipment can be used on this contract.
- 0.23 Work equipment/machinery shall only be used for the purpose for which it is designed and operated by persons qualified and authorised to use the equipment/machinery. Persons operating work equipment/machinery shall be issued with and wear the requisite protective clothing and equipment.
- 0.24 Works equipment/machinery may only be stored in places designated by the Council. Equipment/machinery shall not be left unattended on site without the express permission of the Council.

Disposal

- 0.25 The Contractor shall clear away debris, rubbish and arisings as the work proceeds. The contract area is to be left clean and tidy when the Contractor leaves site at the completion of work each day.
- 0.26 Debris, rubbish and arisings shall be removed to the Contractor's own off-site tip, unless otherwise directed by the Council. Where debris is removed to on-site skips the entire area around the skip shall be kept clean and tidy. The Contractor shall arrange for skips to be emptied as often as necessary and pay all charges for so doing.
- 0.27 Burning or burying rubbish on site is strictly forbidden.
- 0.28 Discarded syringes and needles and other such clinical debris shall be collected into purpose made "burn boxes" and removed to an authorised Clinical Waste Disposal Unit.

Communication and Documentation

- 0.29 The Contractor shall install and operate an adequate telephone and fax facility in an agreed administrative location used in connection with this Contract.
- 0.30 Provide and operate an adequate mobile communication system with each and every work team within this contract.
- 0.31 Install and operate a computer link with the Council's Parks Client Officer.

- 0.32 Complete and submit all necessary statutory notices to the appropriate authority.
- 0.33 The Contractor shall attend meetings as the Council may reasonably require for the management and administration of the Contract.
- 0.34 The Contractor shall notify the Council of any disease, infestation, damage or any other cause which may result in a reduction of the standards required.

Sub-Contractors and Suppliers

- 0.35 In the case of work not covered by measured items in this Specification and ordered to be placed with a Nominated Sub-Contractor or Supplier, the Contractor shall be reimbursed the net agreed amount of the Sub-Contractor's or Supplier's account (after the deduction of all discounts obtainable for cash insofar as they exceed 2.5% and of all trade discounts, rebates and allowances) with the addition of 5% to cover profit, general attendance and all other liabilities. Such calculated costs of work shall not be adjusted in respect of contract percentage reviews.
- 0.36 Where materials which are stated in this Specification to be supplied by the Council are ordered to be supplied by the Contractor, payment shall be made on the basis of agreed current market or invoice rates delivered to site or to the Contractor's store (after the deduction of all discounts obtainable for cash insofar as such discounts exceed 2.5% and all trade discounts rebates and allowances) with the addition of 5% to cover profit and all other liabilities. Such calculated costs of materials shall not be adjusted in respect of contract percentage reviews.

Operational Hours

- 0.37 The Contractor shall be required to provide operational telephone cover and response to enquiries from the Supervising Officer between the hours of 0700 hours and 1700 hours Monday to Friday except Bank Holidays.
- 0.38 The Contractor will not carry out any contract activity anywhere in the Borough prior to 0630 hours or after 1900 hours unless otherwise approved in writing by the Supervising Officer. No contract activity causing noise or nuisance to the public may be carried out in residential areas prior to 0800 hours or after 1800 hours or on Sundays or Bank Holidays unless the Supervising Officer has previously agreed in writing.

SECTION 1

GRASS MAINTENANCE AND CUTTING - 100 SERIES

GENERAL

Grass Cutting

The operation of grass cutting and maintenance and the requirements of the Council will vary throughout the Borough and depend on use, type and standards set.

Grass areas shall include other vegetation such as clover, weeds, herbage and other such ground cover of a non-woody nature.

Establishment of Standards

The standards required by the Council shall be established by setting out one or more or a combination of the following:-

- ♣ Minimum height of grass after cutting and maximum height of growth allowed
- ♣ Type of grass cutting machine
- ♣ Frequency of cutting

Minimum Height of Grass After Cutting and Maximum Height Before Cutting

The height of cut or minimum height is determined to be the height of the cutting blades of the appropriate machine above a true level hard surface. In determining the height of cut, all rollers/skids will be clean and free from mud and build up of cuttings.

Maximum height is determined to be the maximum height of 90% of the grass or vegetation which is of a non woody nature in any one area within the subject of the contract. Leading into the summer, specified cut heights shall not be achieved at the first cut and unless specified otherwise, shall be achieved through the first two or three cuts of the growing season.

- 1.0 Grass shall be cut and treated as many times as necessary to meet the performance standards set out in the clauses of this section.
- 1.1 The Contractor shall use appropriate equipment and machinery driven or operated in a manner appropriate to the task.
- 1.2 The Contractor shall ensure that machines and equipment do not damage the sward or its visual appearance.
- 1.3 Once a cut or treatment has started on site it shall be completed in one operation.
- 1.4 Litter, stones and other debris shall be collected immediately prior to cutting or treatment being undertaken and disposed of in the correct manner.

- 1.5 The Contractor shall immediately on completion, or at the end of every working day, clear any cuttings, earth or other debris that lands on surrounding hard surfaces as a result of cutting or treatments to grass areas.
- 1.6 Every care shall be taken when mowing around isolated trees in grass areas. Where overhanging branches prevents the specified machinery being used grass areas shall be cut by other appropriate means.
- 1.7 The Contractor shall exercise every care in carrying out works around flat and protruding obstacles in grass areas. Heavy or vibrating machinery shall not be driven over manhole and duct covers, culverts or narrow ditches and grips unless it is obvious that they are strong enough to remain undamaged.
- 1.8 Damaged occasioned by the Contractor to service covers and structures shall be immediately reported to the Council and repaired in accordance with the Conditions of Contract.
- 1.9 The Contractor shall ensure that the arisings or residue from any activity involved in maintaining the grass areas does not enter any water course, drain or sewer. Any such occurrence shall be immediately reported to the Council.
- 1.10 Grass shall be cut to a consistent height over the specified area. There shall be no tufts, seed heads, weeds, bents and stalks etc. left standing above the general sward level.
- 1.11 Specialist sports areas shall be cut as specified in the relevant section of this Specification.
- 1.12 Banks and steep slopes within a defined cutting area that cannot be cut with the machines specified shall be cut by other means so that the appearance and cut height is similar to the surrounding area.
- 1.13 Inaccessible areas within a defined cutting area that cannot be cut with the machines specified shall be cut by other means so that the appearance and cut height is similar to the surrounding area.
- 1.14 Grass shall not be cut in adverse weather and ground conditions. Cutting shall only recommence when it is safe to do so without danger of damaging the sward, surface levels or contours of the ground.
- 1.15 Where inclement weather conditions delay normal cutting programmes, the Contractor is required to resume work as soon as practically possible and is required to restore works to the specified standard.
- 1.16 Where weather conditions inhibit grass growth, the Council may instruct the Contractor to vary the minimum height of cut.
- 1.17 Where areas are planted with bulbs and corms, the Contractor shall undertake the normal programme of cutting for the whole area until the bulbs start showing. No further cutting shall take place until 8 weeks after cessation of flowering or until instructed. The

Contractor shall then carry out such cutting as is necessary to achieve the specified standard for the area as a whole. Following the cutting of such areas, excess arisings will be collected, removed and disposed of.

- 1.18 Where grass abuts buildings, walls, fences, hard surfaces, seats, bins, lamp posts, hedges, trees, weed free zones, gully gratings, manhole/inspection covers, other metal/concrete structures and all stone obstructions within the sward, shall be trimmed at alternate cuts. Strimmers may not be used on edges to gravel paths.
- 1.19 Edges to planted beds shall be trimmed with long handled shears or other method to maintain the cut line of the edge. Strimmers may not be used.
- 1.20 Tractors, ride on mowers or other equipment when used for grass cutting within parks, gardens and recreation grounds shall be fitted with grass land low pressure tyres.
- 1.21 Cutters to all equipment shall be sharp and properly set to cut cleanly, evenly and free from scalping.

GRASS SEEDING/TURFING

Grass Seeding

- 1.22 Grass seed sowing shall be carried out with the specified equipment type or agreed alternative so as to ensure an even spread of application.
- 1.23 Types and application rates for grass seed mixtures shall vary according to the nature of the soil and the playing surface. The Council shall specify the application rates, types and percentage mixtures of grass seed to be used and reserves the right to request a representative sample of grass seed together with certificates to verify:-
 - (a) Seed Source
 - (b) Mixture Percentage
 - (c) Percentage Purity
 - (d) Trueness to Type
 - (e) Percentage Germination
- 1.24 **Initial Ground Preparation** - The top soil shall be cultivated to a depth of 125mm avoiding the disturbance of the subsoil, by mechanical means approved by the Council, or by hand cultivation on banks or confined areas. All stones, weeds, roots and other deleterious material which are brought to the surface shall be removed and disposed.
- 1.25 Soil must be cultivated to a friable tilth by treading, firming and raking or by methods approved by the Council. Where applicable the degree of accuracy in determining a level profile shall be determined by boning rods after firming.
- 1.26 Operations must not be carried out during periods of inclement weather i.e. when the ground is wet, frosty or waterlogged. Timing of operations will generally be confined to the spring and autumn periods or as instructed by the Council in accordance with specifications.

- 1.27 When specified or ordered by the Council, areas to be seeded shall have a base dressing of an approved pre-seeding fertiliser. The fertiliser will be applied by means of an approved fertiliser distributor, or by hand in small confined areas, and then lightly worked into the surface with a harrow or rake.
- 1.28 **Final Cultivation** - Prior to seeding, the areas shall be brought to a fine tilth by approved mechanical means or by hand raking, and if necessary regrading of the surface will be carried out to conform to the prescribed finished levels. The Contractor shall remove all stones over 25mm in diameter. The final level shall be 10mm above any adjacent hard surface area.
- 1.29 After cultivation operations have been carried out, the area shall be sown with grass seed specified by the Council. Seed shall be sown by either mechanical means or by hand at the application rate specified by the Council, to ensure an even distribution.
- 1.30 Following an even distribution of seed, the Contractor shall carry out a light raking or harrowing of the area and ensure consolidation of seed with soil by use of a light roller. In dry weather, immediately after this operation the treated area shall be irrigated.
- 1.31 All reasonable precautions shall be taken to ensure that pedestrian and other traffic does not cross areas during cultivation, nor until the grass is established.
- 1.32 Grass areas shall only be accepted by the Council as reaching practical completion when germination has proved satisfactory and all weeds have been removed.
- 1.33 Where in the opinion of the Council excessive subsidence of seeded areas arises, such subsidence must be made good, raising all depressions with approved top soil/dressings, carrying out the necessary cultivations, fertilising and seeding as previously specified and as required by the Council. The Contractor shall allow for re-seeding, inclusive of materials, any bare patches with previously specified mixtures and dressings.
- 1.34 **Maintenance** - The Contractor shall establish a good sward of the specified grass mixture free from pernicious weeds. During the period of establishment, the newly grassed areas will be rolled and cut twice, each cut reducing the height by one-third. The first and second cuts will take place when the height reaches 75mm or as instructed by the Council. Cutting must be undertaken using an approved mowing machine when conditions are not excessively wet or damp. The Contractor shall avoid any root pulling and prevent grass cuttings collecting in rows or other ways likely to adversely affect grass growth. The Contractor must remove all stones and other deleterious matter from site prior to grass cutting operations.
- 1.35 Work operations must take place at times in order to minimise interference to the general public or user of the facility.

TURFING

- 1.36 The Contractor shall carry out all work within this Specification in accordance with BS3969 (1965) Turf and BS4428 (1969) Turfing using materials approved by the

Council.

- 1.37 All turf mixes shall comprise certified cultivars of the appropriate species in accordance with the required use as directed by the Council.
- 1.38 Turf supplied shall be free from injurious and perennial weeds e.g. Annual Meadow Grass, Couch Grass, Cocksfoot, Clover, Dandelion, Yarrow and will have been treated with an appropriate herbicide not less than 4 weeks prior to lifting.
- 1.39 Turf supplied shall be free from pest and diseases, have a close texture, uniform density and colour.
- 1.40 The turf shall have been closely mown to a maximum height of 25mm, minimum height 15mm no more than 3 days prior to lifting. Turf with excess fibre or thatch will not be accepted.
- 1.41 The soil base of the turf shall be of a medium loam texture, unless otherwise directed by the Council, and free from stones. Turf will be cut to a uniform thickness not less than 25mm and no greater than 30mm and will be supplied in widths of 300mm unless directed by the Council. The turf will not disintegrate whilst handling.
- 1.42 Turf shall not be lifted in frosty weather or when ground is waterlogged.
- 1.43 To avoid drying out whilst in transit, turf shall be packed onto transport either rolled or laid but not folded.
- 1.44 Turf shall be delivered within 36 hours of lifting and will be off-loaded by hand unless arranged on pallets/rolls for mechanical handling.
- 1.45 If turf is to be stacked it will be placed grass to grass on clear ground to a height not exceeding 1 metre. If turf is to be stored for more than 3 days it will be laid out and maintained as for "Turf Maintenance". At no time shall the turf be allowed to dry out.
- 1.46 In certain circumstances the Council may request samples or to inspect the turf source prior to lifting. Where samples are provided all turf supplied will be of the same quality.
- 1.47 Any turf, whether laid or not, that does not confirm to this specification or the required standard of the approved sample shall be removed by the Contractor and replaced by turf to an acceptable quality entirely at the Contractor's own expense.
- 1.48 The topsoil will be cultivated to a depth of 125mm avoiding the disturbance of the subsoil, by mechanical means approved by the Council or by hand cultivation off planks on confined areas. All stones, weeds, roots and other deleterious material which are brought to the surface will be removed from site and disposed of.
- 1.49 Soil must be cultivated to a friable tilth by treading, firming and raking or by methods to be approved by the Council. Where applicable the degree of accuracy in determining available profile will be determined by boning rods after firming in accordance to BS4428.

- 1.50 Operations must not be carried out during periods of inclement weather i.e. when the ground is wet, frosty or waterlogged. Timing of operations will generally be confined to the spring and autumn periods (unless repairs to vandalism) or as instructed by the Council.
- 1.51 All areas to be turfed will have a base dressing of an approved granular pre-turfing fertiliser as approved by the Council. The dressing will be applied by means of approved fertiliser distributor machinery or by hand in small confined areas and then lightly worked into the surface with a harrow or rake.
- 1.52 Prior to turfing, the areas will be brought to a fine tilth by approved mechanical means or by hand raking, and if necessary regrading of the surface will be carried out to conform to the prescribed finished levels. The Contractor will remove all stones over 25mm. The final soil level will be 10mm above any adjacent hard surface area.
- 1.53 Turves from the stack or store area will be wheeled to the turfing area on wooden planks so laid to support work people, barrows, provide ease of access and prevent damage to existing surfaces.
- 1.54 Turves will be laid on the prepared bed stretcher bond format, closely butted and to the correct levels. Turf will be laid off wooden planks working over turves previously laid.
- 1.55 Laid turves will be lightly and evenly firmed using wooden turf beaters or approved implement, the bottoms of which to be kept constantly clean of soil or mud.
- 1.56 A dressing of finely screened topsoil or approved dressing, to a depth of 10mm will be applied evenly over the whole of the turfed areas and be well brushed into all joints.
- 1.57 Any unevenness in finished levels due to variations in turf thickness or inconsistent firming of the soil will be adjusted by raking out and/or packing screened topsoil under the appropriate turf/turves.
- 1.58 As necessary, according to prevailing weather conditions, the Contractor will carry out appropriate irrigation using sprinklers, oscillating sprays or other approved means ensuring soil is not washed out of joints. Failure of the turf to establish due to lack of watering will be the responsibility of the Contractor who will replace such turf at his own expense.
- 1.59 Turfed areas will only be accepted by the Council as reaching practical completion when all turf has satisfactorily bonded and established.
- 1.60 Where in the opinion of the Council excessive subsidence of the turfed area arises, such subsidence must be made good, raising all depressions with approved dressings, carrying out the necessary cultivations, fertilising and where appropriate re-turfing as previously specified and as instructed by the Council. The Contractor will allow for re-turfing any failed turves with previously specified turf mixtures.
- 1.61 The Contractor will establish a good sward of the specified turf, free from pernicious

weeds. If directed by the Council, the Contractor will apply an approved selective herbicide, mixed and applied in accordance with the manufacturer=s instructions.

- 1.62 During the period of turf establishment, grass cutting will be continued at appropriate intervals during the season to maintain a close sward not exceeding 40mm in height until the grass areas are incorporated into regular maintenance schedules. On Ornamental and Fine Turf areas grass clippings will be collected and disposed of.

GRASS SCHEDULES

NOTE: The edging of grass around beds and borders is included as part of the grass cutting operation.

Cutting and treatment regimes shall be appropriate to the type of grass area being treated. For the purpose of this Specification, grass areas are therefore defined as follows showing the performance standards, minimum and maximum heights that shall be maintained:-

- 100 Conservation Areas** **Per 1000 Sq. Metres**
Per Year
- Areas of ecological importance where the natural flora and fauna are encouraged and protected. This includes habitat grassland, wildflower meadows and ancient and wet grasslands. Shall be cut twice a year and on each occasion all arisings shall be collected and disposed of.

<i>Period</i>	<i>Height of Cut</i>
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July	Finished height 75mm
October/November	Finished height 75mm
<i>(Indicative number of cuts a year is a minimum of 2)</i>	

- 101 Ornamental Cylinder Areas** **Per 1000 Sq. Metres**
Per Year
- Areas of lawns and grass areas around flower bed and shrub beds forming visual garden amenities. Shall be cut with a cylinder type mower fitted with 6 or more cutting blades giving a minimum of 70 cuts per linear metre, front and rear rollers and box set to give a precise clear cut and a smooth even finish free from ribbing. Collect, remove and dispose of arisings and leave in a neat and tidy condition.

<i>Period</i>	<i>Height of Cut</i>
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All Year Round	15 - 25mm
<i>(Indicative number of cuts is a minimum of 26)</i>	

- 102 Ornamental Rotary Areas** **Per 1000 Sq. Metres**
Per Year

Areas of lawns and grass areas around flower bed and shrub beds forming visual amenities. Shall be cut with a rotary type mower fitted with grass collection to give a

precise clear cut and a smooth even finish. Collect, remove and dispose of arisings and leave in a neat and tidy condition.

<i>Period</i>	<i>Height of Cut</i>
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All Year Round <i>(Indicative number of cuts is a minimum of 26)</i>	15 - 25mm
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103 Playing/Sports Fields & Park Land **Per 1000 Sq. Metres**
Per Year

Areas that provide recreation use and can be marked out and used for organised sport. Shall be cut with a multi unit-ride on cylinder gang mower fitted with 4 to 6 cutting blades giving between 27 and 36 cuts per linear metre.

<i>Period</i>	<i>Height of Cut</i>
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All Year Round <i>(Indicative number of cuts is a minimum of 29)</i>	15 - 25mm
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104 Roadside Verge, Estate and Amenity Areas **Per 1000 Sq. Metres**
Per Year

Areas which are adjacent to or surrounding housing and other buildings which is likely to include pedestrian and vehicular access ways within the curtilage of the area. Shall be cut with a rotary or open cylinder type mower.

<i>Period</i>	<i>Height of Cut</i>
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All Year Round <i>(Indicative number of cuts is a minimum of 14)</i>	25 - 75mm
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Or

104.1 Roadside Verge, Estate and Amenity Areas **Per 1000 Sq. Metres**
High Standard **Per Year**

As above, BUT to a higher standard so as to minimise accumulations of grass cuttings being left lying around on verges, throughout estates and amenity areas.

<i>Period</i>	<i>Height of Cut</i>
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All Year Round <i>(Indicative number of cuts is a minimum of 26)</i>	15 - 50mm
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Or

104.2 Roadside Verge, Estate and Amenity Areas **Per 1000 Sq. Metres**

Collect Grass Cuttings **Per Year**

As above, BUT to collect, remove and dispose of all arisings and grass cuttings on each and every cut.

Period *Height of Cut*

All Year Round 25 - 75mm
(Indicative number of cuts is a minimum of 14)

105 County Highway Verge Flail Areas **Per 1000 Linear Metres**
Per Year

Areas of grassland and other vegetative matter abutting road thoroughfares. Shall be cut with tractor mounted side arm flail twice a year, one metre back from the footpath..

Period *Height of Cut*

June and September Finished height 100mm
(Indicative number of cuts is a minimum of 2)

106 County Verges One-Off Cut **Per 1000 Linear Metres**
Per Year

Areas of grassland and other vegetative matter abutting road thoroughfares which require road closure when performing works. Shall be cut once a year.

Period *Height of Cut*

July Finished height 75mm
(Indicative number of cuts is a minimum of 1)

107 County Highway Verges **Per 1000 Sq. Metres**
Per Year

Areas of grassland abutting road and footpath thoroughfares. Shall be cut 7 occasions per year, once per month.

Period *Height*

April - October Finished height 75mm
(Indicative number of cuts is a minimum of 7)

108 Open Space Rough Cut Areas **Per 1000 Sq. Metres**
Per Year

Areas of grass which are open to general use. Shall be cut with a rotary or flail type mower.

Period *Height*

All Year Round 100 - 150mm
(Indicative number of cuts a year is a minimum of 6)

**109 Cemetery Grass Per 1000 Sq. Metres
Per Year**

Areas of grass within cemeteries and burial grounds. For carefully cutting around headstones, graves, memorials and the like on each and every occasion. Flail type mowers not to be used. Any grass deposits left on graves, memorials and the like shall be carefully removed.

Period *Height*
All Year Round 15 -50mm
(Indicative number of cuts a year is a minimum of 18)

EDGING AND TRIMMING

NOTE: Edging to planted areas shall be included as part of the grass cutting operation:
ref. 1.19

110. Edge Up Grass Per 100 Linear Metres

NOTE: Provisional item for schedule of rates

Trim or reform edge of grass area adjacent to hard surface, road, pavements with half moon tool to a straight line or curve. Edges shall be cut to slope backward approximately 10% from the vertical.

LEAF CLEARANCE

**111 Leaf Clearance Per 1000 Sq. Metres
Per Year**

Leaves, litter, debris, twigs, fruits, deleterious matter and the like shall be cleared from grass surfaces commencing October and be completed by the end of December each year. All arisings to be disposed to tip. Leaves that fall on ornamental grass shall be removed at a maximum of seven day intervals. Leaves that fall on prepared sports pitches shall be removed prior to any new preparation or re-lining. In addition blown leaves, litter etc. shall be collected and removed from perimeters, under hedges and around trees and disposed to tip.

(Indicative number of operations is a minimum of 5)

TURF CARE

112 Scarifying Per 1000 Sq. Metres

NOTE: Provisional item for schedule of rates

Scarify grass to remove any build up of dead grass, thatch, weed and moss infestation.

Scarification shall be completed prior to a scheduled mowing and be undertaken in two passes with the second pass being at 60 degrees to the first. The raking depth shall not exceed 3mm. Arisings shall be box collected and disposed to tip.

113 Aeration Per 1000 Sq. Metres

NOTE: Provisional item for schedule of rates

Aerate grass by spiking or slitting to a depth of 100mm. Where hollow tines are used, cores shall be immediately collected and disposed to tip. The Contractor shall ensure that all tines are correctly set and shall take into account the effect of the topography and will be responsible for immediately repairing any damage due to his negligence.

114 Self Propelled Rolling Per 1000 Sq. Metres

NOTE: Provisional item for schedule of rates

Rolling shall be undertaken in an even number of passes over the whole area insuring minimum overlap between passes at a speed not to exceed 3km/hour. Roller weight 100kg.

115 Chain Harrow Per 1000 Sq. Metres

NOTE: Provisional item for schedule of rates

Chain harrow with a light flexible harrow towed behind a tractor or turf truckster at a speed not to exceed 7.5km/hour.

CHEMICAL TURF CARE

Chemical turf care shall be undertaken in accordance with Section 14 - Sports Pitches.

FERTILISING

NOTE: Separate provision shall be made for the supply of materials for fertilising

116 Fertilise Turf by Hand Per 100 Sq. Metres

NOTE: Provisional item for schedule of rates

Fertilise turf with a pedestrian hand operated Cyclone spreader, or similar, to ensure an even spread of application. Materials will include powders, pelleted, granular and micro-granulated fertilisers. Unless otherwise directed by the Council, application rates shall be in accordance with the manufacturer's instructions and recommendations. Where there is no rainfall within 5 days the Contractor shall irrigate the treated area.

117 Liquid Fertilise Per 100 Sq. Metres

NOTE: Provisional item for schedule of rates

Liquid fertilise turf with a tractor/turf truckster mounted Hardi Sprayer, or similar approved equipment, to ensure an even spread of application. Materials will include liquid fertilisers, wetting agents and soil conditioners. Unless otherwise directed by the Council, application rates shall be in accordance with the manufacturer's instructions and recommendations.

WEED AND PEST CONTROL

118 Spray Turf by Hand Per 100 Sq. metres

NOTE: Provisional item for schedule of rates

The Contractor shall include within his rates for the supply of materials for weed and pest control and disposal of surplus and containers

Apply pesticide to eradicate weeds, moss or pests with a knapsack type sprayer. To ensure correct calibration and an even spread of application. Materials must be approved by the Council and used in strict accordance with the manufacturer's recommendations.

GRASS SEEDING AND TURFING

119 Sow Grass Seed Ornamental Per 100 Sq. Metres

NOTE: Provisional item for schedule of rates

The Contractor shall include within his rates for the supply of materials and grass seed

Sow grass seed as in accordance with general specification to include initial ground preparation, application of an approved pre-seeding fertiliser, final cultivation and maintenance.

Grass seed mixture:

10% Perennial ryegrass	'Bardessa'
10% ditto	'Barclay'
10% ditto	'Barcredo'
30% Slender creeping red fescue	'Barcrown'
30% Chewings fescue	'Bargreen'
10% Browntop bent	'Highland'

Or as approved by the Council. Sowing rate 40 grams per sq. metre

120 Overseed Large Areas Per 1000` Sq. Metres

NOTE: Provisional item for schedule of rates

The Contractor shall include within his rates for the supply of materials and grass seed

Overseed large areas with a tractor mounted overseeder, approved by the Council, to ensure even spread of grass seed. Contractor shall ensure that all tines are set correctly and take into account the effect of the topography and be responsible for immediately repairing any damage due to his negligence.

Grass seed mixture:-

30% Perennial ryegrass	'Bareine'
30% ditto	'Bardessa'
40% ditto	'Barcredo'

Or as approved by the Council. Sowing rate 40 grams per sq. metre

121 Turfing Ornamental Area Per 100 Sq. Metres

NOTE: Provisional item for schedule of rates

The Contractor shall include within his rates for the supply of turf and materials

The Contractor shall carry out work in this Specification in accordance with the General Specification, to include initial ground preparation, application of an approved pre-turfing fertiliser, final cultivation, turf laying and maintenance.

Turf grass seed mixture:-

Shall be the same as for 119 Sow Grass Seed Ornamental

IRRIGATION

122 Hand/Sprinkler Irrigation Per Hour

NOTE: Provisional item for schedule of rates

The Contractor shall include within his tender for the provision of all equipment including hose pipes, stand pipes, bowsers and sprinklers and for connection, disconnection and for collecting and transporting by bowser. Shall at all times ensure that all hose pipes, sprinklers etc. are kept in a neat and tidy condition to minimise any interference to the public.

To irrigate to moisten soil to a minimum depth of 50mm, unless otherwise directed.

The Contractor shall include for moving sprinklers around the designated area to be watered.

SECTION 2 - HEDGES - 200 SERIES

GENERAL

For the purpose of this Specification a hedge is defined as a line of group of similar or varied woody shrubs and/or trees that form a continuous fence-like barrier or visual feature.

The operation of hedge cutting is the work required for the cutting back of new growth to the existing year's growth to retain the shape and form of existing hedges.

The reasons for cutting hedges vary and shall include:-

- ♣ Maintaining the shape
 - ♣ Maintaining clear sight lines and visibility splays for Highway purposes as in accordance with the Road Traffic Regulation (1988)
 - ♣ Remove overhanging branches from footways and carriageways
 - ♣ Maintaining road widths on rural roads
- 2.0 Hedges shall be cut and maintained at a height and width suitable for their location. Cutting, pruning or trimming shall generally take place to the point of the previous year's cut.
- 2.1 Newly planted hedges shall not be cut to previous year's growth until such time as the hedge has achieved the required shape and form, as directed by the Council.
- 2.2 Where hedges are found to house nesting birds the Contractor shall be required to cease cutting in the immediate vicinity and inform the Council.

- 2.3 Hedges shall be cut to maintain the original profile and function.
- 2.4 Where mature trees are growing within hedges care shall be taken so as not to cause damage. The crowns of such trees shall be lifted to a height above the top line of the hedge and in any event to the statutory height above a public footpath or highway.
- 2.5 The Contractor shall ensure that machines and equipment are sharp and set correctly and do not damage hedge plants or mar the visual appearance of the hedge. Cutting shall be with hand held shears or reciprocating hedge cutters and/or secateurs unless otherwise stated.
- 2.6 Flail cutting shall only be used on rural hedging and the like at the direction of the Council.
- 2.7 Once a cut has been started on an individual hedge it shall be completed in one operation.
- 2.8 The Contractor shall immediately on completion, or at the end of each working day, clear all cuttings from site.
- 2.9 Where access permits, hedges against chain link fencing and the like shall be cut on both sides and to the face of the fence.
- 2.10 The Contractor shall remove all litter, debris, deleterious matter and vegetation from the base of hedges and clean out to the outer profile of the hedge.

HEDGE SCHEDULES

- | | | |
|------------|--|--|
| 200 | Ornamental Hedge Cutting | Per 100 Sq. Metres
Per Year |
| | Shall be maintained by cutting and trimming the top, ends and both sides of the hedge, unless otherwise directed by the Council, with hand or mechanical clippers. Hedges shall be cut twice a year, once in July and again in October. The Contractor shall keep the hedge and base leaf and litter free as detailed in 111 Leaf Clearance.
<i>(Indicative number of hedge cuts is a minimum of 2)</i> | |
| 201 | Rural Hedge Cutting | Per 100 Linear Metres |
| | NOTE: Provisional item for schedule of rates | |
| | To cut rural hedging and the like by means of mechanical mounted cutter specifically designed for the task. | |
| 202 | Hedge Planting | Per 100 Linear Metres |
| | NOTE: Provisional item for schedule of rates | |
| | Excavate trench 300mm deep and 375mm wide and plant hedging material in accordance with the "Good Planting Guide" available from the Horticultural Trades Association. | |

SECTION 3

BEDS AND BORDERS - 300 SERIES

GENERAL

Beds and borders shall be maintained in a way that presents an attractive amenity and allows development of plants to be in keeping with the type, shape, size and aspect of the bed.

Edges to planted beds and borders shall be trimmed with long handled shears or other method to maintain the cut line of the edge and shall be included as part of the grass cutting operation in 100 Series. Strimmers may not be used.

Bed Preparation

- 3.0 Beds and borders shall be prepared and cultivated prior to each new planting.
- 3.1 Beds shall be cleared of the previous season's bedding so as to remove plant material. Arisings shall be disposed to tip.
- 3.2 Prior to cultivation unwanted material, stakes and ties shall be lifted and removed to disposal or store.
- 3.3 Beds shall be cultivated by single digging to a depth of 250mm ensuring that each spit is fully turned. A surface application of an approved granular fertiliser shall be applied at 30 grams per sq. metre unless the manufacturer's recommendations indicate otherwise.
- 3.4 Perennial weeds, roots, stolons and rhizomes shall be removed and disposed to tip.
- 3.5 Beds shall be trodden firm and raked to a fine tilth before being shaped level. Edges of cultivated beds shall be pushed back to a slope of 45 degrees.
- 3.6 Stones in excess of 20mm and other deleterious material brought to the surface by cultivation shall be removed and disposed to tip.
- 3.7 Areas surrounding beds shall be protected during cultivation and thoroughly cleared of all arisings on completion of bed preparation.
- 3.8 The Council has a rolling programme of applying 100mm of an organic soil conditioner to approximately 25% of the total number of flower beds each year. This shall be thoroughly mixed and incorporated in to the dig. Separate provision shall be made for the supply of this organic soil conditioner.

Plant Supply

- 3.9 Plants shall be to satisfy the requirements of BS3936 (1968) as follows:

- ♣ Trees and shrubs - Part I (1980)

- ♣ Roses - Part 2 (1978)
- ♣ Bedding Plants - Part 7 (1968)
- ♣ Bulbs, Corms, Tubers (1968)
- ♣ Ground Cover Plants (1981)

Spring, Summer and Carpet Bedding

- 3.10 The Council shall have a Nominated Plant Supplier for spring, summer and carpet bedding material. The Contractor shall arrange with the Nominated Plant Supplier for plants to be available so that planting programmes are adhered to.
- 3.11 The Contractor shall make arrangements to take possession of store, water, maintain and transport to site all the plant material from the Council's Nominated Supplier.

Trees, Shrubs, Roses, Bulbs, Corms, Tubers and Ground Cover Plants

- 3.12 The Contractor shall arrange with a supplier, approved by the Council, for plants, bulbs etc. to be available so that planting programmes can be adhered to.
- 3.13 Notification of plants, bulbs etc. required to be of specific sizes shall be given to the Contractor by a date that enables the plant growth to be achieved.
- 3.14 Plants, bulbs and corms shall be true to name and type, shall have well balanced root systems and be provided to the specified size.
- 3.15 Plants shall be undamaged, free from pest infestation and disease.
- 3.16 Containerised plants shall have been grown in the supplied container for at least one season prior to being planted.
- 3.17 Plants shall be adequately hardened off prior to planting.
- 3.18 Plants in transit or in store shall be labelled for identification and packaged so they are protected from the effects of inclement weather conditions and tended to ensure uninterrupted growth.
- 3.19 Arrangements shall be made that enables the Council upon request to inspect plants at the suppliers and Contractor's nurseries and/or store prior to planting.

Weed Control

- 3.20 Beds and borders shall be maintained free from weeds. Care is to be taken that weeding does not disturb, expose or damage the roots of plants in-situ.
- 3.21 All weeds shall be cleared and disposed to tip.
- 3.22 Immediately following maintenance visits trodden down areas shall be loosened and the top surface of the bed shall be lightly hoed to remove footprints.

- 3.23 Weed control shall be carried out in accordance with Section 14 Chemical Applications.
- 3.24 Residual weedkiller shall be applied to designated beds and borders in accordance with the manufacturer's instructions. Areas where the first application proves ineffective shall be retreated.
- 3.25 Plants accidentally damaged by weedkiller applications shall be pruned back to remove all affected growth or replaced with healthy plant of a similar size and maturity to those in the bed.
- 3.26 Mulch shall be evenly spread to a depth of 100mm over the surface of the bed using mature crushed bark chippings.
- 3.27 Existing mulched beds shall be raked and topped up to be 100mm deep.
- 3.28 Weeds that penetrate the mulch bed shall be cleared and disposed to tip.

Leaf and Litter Clearance

- 3.29 Litter is defined as being any material or debris that does not originate from the soil or plants of the beds.
- 3.30 Litter and other debris shall be cleared from the beds and collected at each maintenance visit and disposed to tip.
- 3.31 Autumn leaves shall be collected and disposed to tip at each maintenance visit and at the end of the annual leaf fall so that beds are left clear of leaves.

Damage and Vandalism

- 3.32 Damage caused by vandalism or weather conditions shall be rectified and reported to the Council.
- 3.33 Remedial works to planting shall only be undertaken on direct instruction from the Council.
- 3.34 Loosened stakes and supports shall be firmed in and secured at each routine maintenance visit.

Miscellaneous

- 3.35 Plant losses shall be reported to the Council.
- 3.36 Equipment losses such as stakes, baskets, planters, rocks and the like shall be reported to the Council.
- 3.37 Existing plaques and labels shall be kept clean, firmly located and kept in correct position. The Contractor shall pay particular attention when working in cemeteries and crematorium.

- 3.38 Where beds are cleared, plaques and labels shall be removed to store and cleaned for later re-use.

SHRUB BEDS AND BORDERS

Maintenance

- 3.39 Unmulched beds shall be forked to a depth of 75mm and/or hoed and raked to prevent compaction and waterlogging, and to present a neat cultivated appearance. Care shall be taken not to damage or expose roots.
- 3.40 Care shall be taken in beds and borders that include naturalised planting of bulbs and tubers to protect the top growth and the bulbs/corms during maintenance work.
- 3.41 Foliage of bulbs and corms in beds shall be cut back to ground level after 8 weeks after flowering. Arisings disposed to tip.
- 3.42 Stakes and ties shall be inspected and maintained to ensure they afford full support of the plants. Where plants have outgrown the support, stakes and ties shall be repositioned or replaced at each routine visit.
- 3.43 Shrubs/plants loosened by weather conditions and wind rock shall be firmed in at each routine maintenance visit.

Pruning

- 3.44 The objectives of pruning are categorised as being:

- ♣ Formative pruning - alter or improve the shape
- ♣ Corrective pruning - control growth and remove damage
- ♣ Cyclical pruning - regulates and induces growth and flower/fruit production

- 3.45 Shrubs shall be classified according to their growth and flower habit as outlined below. Pruning shall be undertaken on one occasion per annum in accordance with the following timetable:

- ♣ **Group 1** Flower on current wood or growth
Pruned during the dormant period between February to March
Pruning shall entail cutting back to two or three buds of the old wood
Shrubs grown for stem or bark effect shall be cut back to within 100mm of the base to form stools
- ♣ **Group 2A** Flower on previous years wood, before leaf or growth
Pruned after flowering has finished
Pruning shall entail removing flower bearing wood whilst retaining the maximum amount of young wood. Seed heads of Azaleas and Rhododendrons shall be removed whilst protecting new buds

- ♣ **Group 2B** Flower late on previous years wood, from laterals produced in spring pruned during November - February
Pruning shall entail removing one or two older stems each year and trimming back younger flowering wood to fresh growth on main stem
Wall shrubs shall also be trained to wire and/or ties
- ♣ **Group 3** Flowering spurs on older wood
Pruned generally between November to February but wall shrubs during the summer
Pruning shall entail cutting back growth to the spur on main framework to one or two buds. Thin out overcrowded and weak growth.

- 3.46 During pruning dead and diseased wood shall be removed and taken to tip.
- 3.47 Shrubs, brambles and the like shall be pruned back so that they do not cause obstruction to pathways and access routes. Highway visibility splays/sight lines must be maintained.
- 3.48 Shrubs shall be pruned so that they do not obstruct access openings and mask utility features such as hydrants, name plates, against windows of buildings and the like.
- 3.49 All arisings shall be collected and disposed to tip.

ROSE BEDS AND BORDERS

Maintenance

- 3.50 Unmulched beds shall be forked to a depth of 75mm and/or hoed and raked to prevent compaction and waterlogging and to present a neat cultivated appearance. Care is to be taken to prevent damage and exposure of roots.
- 3.51 Dead heads, damaged flowers and suckers shall be removed at each routine maintenance visit and disposed to tip.
- 3.52 Stakes and ties shall be inspected and maintained to ensure they afford full support to the plants. Where plants have outgrown the support, stakes and ties shall be repositioned or replaced at each routine maintenance visit.
- 3.53 Loose climbing or rambler roses shall be re-tied to their support wires and wall/fence surfaces at each routine maintenance visit.
- 3.54 Roses loosened by weather conditions and wind rock shall be firmed in at each routine maintenance visit.

Rose Pruning

- 3.55 The objective of pruning is to develop shapely rose bushes with vigorous and sturdy stems that are capable of producing flower.

- 3.56 During pruning dead, diseased and sucker growth shall be removed.
- 3.57 Naturalised roses, ramblers and the like shall be pruned back so that they do not cause obstruction to pathways, access routes or interfere with sight lines/visibility displays.
- 3.58 All roses and in particular climbers and ramblers shall be pruned so that they do not obstruct access and window openings and mask utility features such as hydrants, name plates and the like.
- 3.59 Pruning cuts shall be angled away from and approximately 5mm above an outward facing bud.
- 3.60 For the purpose of this Specification the various types of roses are classified as follows and in accordance with their growth and flower habit:-
- 3.61 **Shrub Roses** - Pruning shall generally be undertaken during February and March. Older wood shall be cut back to the base and laterals shall be cut back to 25% or 50% of their length.
- 3.62 **Hybrid Tea, Floribunda and Standard Roses** - Shall be pruned back to approximately a third during November - December. During February and March roses shall be pruned to within four to six buds of the base of the previous year's growth. Non flowering stems shall be cut back to the base. Standards shall be pruned according to types to maintain a clearly defined shape to the head.

Planting Shrubs and Roses

- 3.63 Plants shall be located in beds in compliance with the schedules and plans for each bed. Where planting is to replace a dead or failed shrub or rose the Contractor shall remove the unwanted shrub/rose and dispose to tip.
- 3.64 Planting holes shall be dug to a size and depth able to accommodate the root spread and to set the plant at its nursery planting depth. The bottom of the hole shall be forked over to a depth of 225mm. Plant holes shall be filled around plant with a mixture of 25% organic matter, approved by the Council, and 75% topsoil. A fertiliser of 7:7:7 N:P:K shall be incorporated into the mix at a rate of approximately 60grms per sq. metre or as approved by the manufacturer. Plants shall be firmed in by careful heeling.
- 3.65 Stones in excess of 20mm and other deleterious material brought to the surface shall be removed and disposed to tip.
- 3.66 After planting the area shall be raked/hoed to remove any footprints and relieve compaction. Spoil and debris shall be removed and the area left in a neat and tidy condition. Plants shall be watered in when rain is not imminent.
- 3.67 Newly planted Hybrid Tea Roses shall be cut back immediately after planting to leave three or four buds on each stem.

- 3.68 Newly planted Rambler Roses shall be cut back immediately after planting to leave five or six buds on each stem.
- 3.69 Newly planted Climbing Roses shall have weak stems removed with remaining stems cut back to half their length in the first early spring prune after planting.
- 3.70 Climbing shrubs and roses shall be planted angled to direct growth to the wall, fence line or like. Where necessary, depending upon type of shrub, wires and pins shall be fixed to give plants adequate support for their full height.

Crematorium/Cemetery Commemorative Roses and Shrubs - Replanting & Planting

- 3.71 When working in the Crematorium and Cemeteries, the Contractor shall include for carefully removing commemorative plaques, lifting and disposing of unwanted roses and shrubs, cleaning plaques and replacing in their original position.
- 3.72 When replanting or planting standard roses the Contractor shall include for rose stakes and ties. The stakes shall be firmly placed in position after excavation of the hole and prior to planting. Roses shall be secured by two or more rubber or plastic ties fixed to the stakes in an approved manner.
- 3.73 Roses within the Crematorium shall be sprayed in accordance with Section 14 Chemical Applications to the following programme commencing from the first leaf break in April:-
- ♣ Maxicrop Triple shall be added to every tank mix when spraying
 - ♣ Cypermethrin 2 shall be added to the tank mix at 25ml per 20 litres of water when spraying with Nimrod T, Systane 6W and Dorado
 - ♣ When roses first come into leaf, spray with Nimrod T for control of black spot and mildew at a rate of 3ml per litre of water to thoroughly wet all foliage
 - ♣ Two weeks later spray with Aliette for control of mildew and downy mildew at a rate of 500grms per 100 litres of water
 - ♣ Two weeks later spray again with Nimrod T as above
 - ♣ Two weeks later spray again with Systance 6W as above
 - ♣ Two weeks later spray with Dorado to control mildew at a rate of 25ml per 100 litres of water, thoroughly wet foliage and avoid excessive run off
 - ♣ Two weeks later Nimrod T as above
 - ♣ Two weeks later Systance 6W as above
 - ♣ Two weeks later Nimrod T as above

- 3.74 Rose beds shall be treated with Armillatox following leaf fall generally during October and November. Approximately 160 litres of Armillatox to be diluted at a ratio of 50 parts water to 1 part concentrate and sprayed into the actual rose bed soil.

SHRUB, ROSE BEDS AND BORDERS SCHEDULES

For the purpose of this specification shrub and rose beds are defined as follows showing the performance standards that shall be maintained.

Note : The edging of grass around beds and borders is included as part of the grass cutting operation in Section, item 1.19

**300 HIGHWAY SHRUB BEDS PER 1000 SQ. METRES
PER YEAR**

Contractor shall include for the supply of Casoron G or similar approved residual weed killer.

Shrub beds and borders which are adjacent to or surrounding housing estates and other buildings and abutting road and footpath thoroughfares, comprising a mixture of shrubs, roses and trees.

The Contractor shall maintain areas as in accordance with Litter Clearance, Damage and Vandalism, Miscellaneous, Maintenance. Leaves only need to be removed to facilitate applications of residual weed killer.

Pruning shall consist only of remedial pruning in accordance with 3.46 - 3.48 inclusive.

Weed Control shall be with Casoron G or similar approved residual weed killer applied in accordance with the manufacturers instructions. Prior to application, areas shall be forked to a depth of 75mm and all weeds removed and disposed of.

(Indicative number of visits is a minimum of 8)

**301 PARKS SHRUB BEDS RESIDUAL CONTROL PER 1000 SQ.METRES
PER YEAR**

Contractor shall include for the supply of Casoron G or similar approved residual weed killer.

Ornamental shrub beds and borders within Parks, Gardens, Recreation Grounds and Office complexes which form a visual amenity, comprising a mixture of shrubs, roses, trees and bulbs. Includes individual shrubs in grass or hard landscape areas..

As 300, but with a requirement to remove leaves and all pruning operations.

(Indicative number of visits is a minimum of 12)

**302 SHRUB BEDS CULTURAL CONTROL PER 1000 SQ.METRES
PER YEAR**

Ornamental shrub beds and borders within Parks, Recreation Grounds, Office Complexes, Crematorium and Cemeteries which form visual amenities, comprising a mixture of shrubs, roses, trees, bulbs and herbaceous plants. Includes individual shrubs in grass or hard landscape areas..

As 301, but Weed Control shall be by cultural methods.
(Indicative number of visits a year is a minimum of 11)

**303 SHRUB BEDS MULCHED PER 1000 SQ. METRES
PER YEAR**

Contractor shall include for the supply of mulch.

As 302, but weed control shall be with Mulch.
Mulch shall be Bark Nuggets and be of consistent particle size free from dust and fines and be composted for a minimum of six weeks and be free from resinous toxins, pests, disease and wood particles.

(Indicative number of visits a year is a minimum of 11)

**304 GULLEY BEDS PER 100 SQ. METRES
PER YEAR**

Strips of uncultivated land adjacent to grass areas, footpaths, wall and fence lines and the like. Shall be maintained free from weed with the use of Casoron G or similar approved residual weed killer as 300 above.

(indicative number of visits a year a minimum of 8)

**305 ROSE BEDS RESIDUAL CONTROL PER 1000 SQ. METRES
PER YEAR**

Contractor shall include for supply of Casoron G or similar approved residual weedkiller.

Ornamental rose beds and borders within Parks, Gardens, Recreation Grounds and Office complexes which form visual amenities, comprising hybrid tea, floribunda, landscape/ground cover and rambler roses. Includes individual roses in grass and hard landscaped areas.

The Contractor shall maintain the areas in accordance with Leaf and Litter Clearance, Damage and Vandalism, Maintenance and Rose Pruning. Weed control shall be with Casoron G or similar approved, applied in accordance with the manufactures instructions.

Prior to application areas shall be forked to a depth of 75mm and all weeds removed and disposed of.

(Indicative number of visits a year a minimum of 12)

**306 ROSE BEDS CULTURAL CONTROL PER 1000 SQ.METRES
PER YEAR**

Contractor shall include for supply of fertiliser.

Ornamental rose beds and borders within Parks, Recreation Grounds and Office Complexes, Cemeteries and Crematorium which form visual amenities. Comprise of hybrid tea, floribunda, standards, ramblers, climbing and commemorative roses. A surface application of fertiliser of 7:7:7 N:P:K shall be applied and lightly hoed into the surface of the beds at

the start of the season in April.

As 305, but Weed Control shall be by cultural methods
(*Indicative number of visits a year is a minimum of 15*)

- 307 ROSE BEDS MULCHED PER 1000 SQ.METRES
PER YEAR**

Contractor shall include for supply of mulch

As 305, but weed control shall be with mulch.

Mulch shall be Bark Nuggets and be of consistent size free from dust and fines and be composted for a minimum of six weeks and be free from resinous toxins, pests, disease and wood particles.

(*Indicative number of visits a year is a minimum of 11*)

- 308 ROSE SPRAYING CREMATORIUM PER 1000 SQ.METRES
PER YEAR**

Contractor shall include for supply of pesticides and liquid fertilisers.

Roses shall be sprayed in accordance with spraying programme as set out in 3.73

(*Indicative number of visits a year is a minimum of 8*)

- 309 ARMILLATOX TREATMENT PER 1000 SQ. METRES
PER YEAR**

Contractor shall include for supply of Armillatox

Crematorium rose beds shall be treated with Armillatox as set out in 3.74.

(*Indicative number of visits a year is a minimum of 1*)

- 310 PLANT ROSE OR SHRUB 1 - 50 PLANTS PER PLANT**

Separate provision shall be made for the supply of plants

Contractor shall include for fertiliser.

Provisional item for schedule of rates

Planting shall be carried out as in accordance with 3.63 -3.72

- 311 PLANT ROSE OR SHRUB 51 - 100 PLANTS PER PLANT**

Separate provision shall be made for the supply of plants

Contractor shall include for fertiliser.

Provisional item for schedule of rates

As 309, but a rate for 51 - 100 roses/shrubs to be planted.

- 312 PLANT STANDARD ROSE 1 - 100 PLANTS PER PLANT**

Separate provision shall be made for the supply of plants

Contractor shall include for fertiliser, rose stakes, ties.

Provisional item for schedule of rates

Planting shall be carried out in accordance with 3.63 - 3.72.

SPRING, SUMMER AND CARPET BEDDING

Planting and Preparation

- 3.75 The Council will furnish the Contractor with planting schedules and plans for Spring, Summer and carpet Bedding.
- 3.76 Beds shall be cleared of the previous season's bedding, the time as agreed by the Council, in preparation for next season's planting so as to remove all plant material. All arisings shall be disposed to tip. Bulbs, corms and tubers shall be collected and removed.
- 3.77 Bedding shall be removed and disposed to tip as soon as healthy growth is not sustainable as agreed by the Council.
- 3.78 Beds shall be prepared as in accordance with **Bed Preparation**. Prepared beds shall be irrigated to achieve a depth of penetration of at least 100mm on the day prior to planting and given a surface application of an approved granular fertiliser 7:7:7 NPK at 30 grms per sq.metre or as in accordance with manufacturers recommended rates.
- 3.79 Plants shall be evenly spaced to the specified densities but without forming rows.
- 3.80 Plant holes shall be large enough to position the plant upright and to their propagated depth. Plants shall be firmed in by hand.
- 3.81 Beds shall be fully marked out to define the pattern on the soil before planting. The method employed for planting shall not disturb the marking out. The Contractor shall include for the provision of planting boards when planting carpet bedding.
- 3.82 Dot plants and specimens shall be supported with the least obtrusive stakes that offer adequate support to the plant.
- 3.83 Immediately following completion of planting each bed shall be hoed through to remove footprints and leave a neat cultivated finish.
- 3.84 Debris, stones above 20mm, plant boxes and containers shall be collected, swept up and removed from site or disposed to tip immediately planting is completed.
- 3.85 Plants shall be thoroughly watered in. Watering shall not be undertaken in direct sunlight conditions.

Planting times

- 3.86 Spring bedding shall be undertaken and completed in October of each year.
- 3.87 Summer and Carpet bedding shall be undertaken and completed in June of each year.

Maintenance

- 3.88 Beds and borders are to be visited and treated as often as necessary throughout the period from planting through to clearance to maintain a pleasing appearance, free from all weed,

Plant Supply, Weed Control, Litter and Leaf Clearance, Damage and Vandalism, Miscellaneous, Planting and Preparation and Maintenance.
(*Indicative number of visits a year is a minimum of 7*)

**314 SUMMER BEDDING PER 100 SQ.METRES
PER YEAR**

**Separate provision shall be made for the supply of plant material
The Contractor shall include for the supply of fertilisers and plant supports**

The Contractor shall prepare, plant and maintain as in accordance with Bed Preparation, Plant Supply, Weed Control, Litter and Leaf Clearance, Damage and Vandalism, Miscellaneous, Planting and Preparation and Maintenance
(*Indicative number of visits a year is a minimum of 8*)

**315 CARPET BEDDING PER 1 SQ.METRES
PER YEAR**

**Separate provision shall be made for the supply of plant material
The Contractor shall include for the supply of fertilisers and plant supports**

As 310, but for Carpet Bedding.
(*Indicative number of visits a year is a minimum of 8*)

316 REPLACEMENT STOCK PER YEAR
Separate provision shall be made for the supply of plant material

The Contractor shall maintain a stock of approximately 2000 summer and carpet bedding plants from June to August. These shall be used to replace plants that have been vandalised or failed. Plants shall be watered and maintained in good healthy condition free from pests, weeds and disease.

317 WATER BEDDING PER HOUR
**The Contractor shall include for supply of equipment
Note: Provisional item for schedule of rates**

Flower beds shall be watered in periods of drought as directed by the Council. The Contractor shall include for supplying bowsers, hosepipe, fittings, sprinklers and for transporting water to site.

318 NATURALISED BULB PLANTING PER 1000 BULBS
**Note: Provisional item for schedule of rates
Separate provision shall be made for the supply of bulbs.**

Plant bulbs in accordance with 3.95 - 3.96

SECTION 4

PLANTERS, BASKETS AND TUBS - 400 SERIES

GENERAL

For the purpose of this specification, planters shall include :

Planters, hanging baskets, barrier baskets/troughs, window boxes, pyramid planters, flower tubs. Planters are displayed throughout the Town Centres, Civic and Public Buildings, Main Approach Roads, Shops and Commercial premises from June - October.

The Contractor shall be required to :

- ♣ Fill, place and maintain planters.
- ♣ Collect or take delivery of filled planters from others, place and maintain

Filling

- 4.1 The Council shall have a Nominated Plant Supplier for plant material. The Contractor shall arrange with the Nominated Plant Supplier for plants to be available so that planting programmes are adhered to.
- 4.2 Planters shall be supplied by the Council. Planters shall be cleaned and filled to the full depth with SHL Multi Purpose Compost or similar approved. Water retention granules shall be included at the manufacturers recommended rates.
- 4.3 Planters shall be made up at the Nursery a minimum of three weeks prior to delivery/installation on site. Planters shall be maintained, watered and protected against frost during this period. Planting shall be to the Councils design and to the specified densities to provide a balanced display.

Collect or Take Delivery

- 4.4 Take delivery or collect filled planters from others. Planters shall be maintained, watered and protected against frost until installation/placing on site.

Fixing

- 4.5 The Council shall provide the Contractor with details of the locations where the Planters shall be transported to and fixed.
- 4.6 Planters shall be transported, placed or fixed in position by the end of the second week in June.
- 4.7 Existing brackets, supports, fixings shall be checked and cleaned. The Contractor shall securely fix planters. Brackets shall be assembled and fixed to supporting structures, lamp columns, buildings and poles in accord with the location schedules.

Maintenance

- 4.8 Planters are to be visited as often as necessary throughout June to September to maintain a pleasing appearance and to ensure all plants are kept in good health. Deadheads to be removed and weeds and litter to be cleared. Bases and surrounds of planters shall be cleaned especially those at ground level.
- 4.9 Weak and dead plants shall be removed and replaced with similar plants from the Replacement Stock, spec no. 312.
- 4.10 Planters shall be regularly watered (minimum of 3 times a week) to ensure survival and plants remain healthy and be of good appearance. A weekly liquid feed of Phostrogen shall be given in accordance with the manufacturers recommended rates.
- 4.11 The Contractor shall include for supplying bowsers, hosepipe, fittings and for transporting water to site. Maintenance operations, in particular watering, throughout Town Centres, shall be carried out at times so as not to interfere with the public and commercial sector. Generally this shall be before 9.00am or after 6.00 pm.

Take Down and Return to Store

- 4.12 Planters shall be taken down, removed and emptied with arisings disposed to tip as soon as continuous healthy growth is not sustainable. Generally this shall be October and as agreed by the Council. Empty planters shall be cleaned and returned to store or other supplier.

PLANTERS, BASKETS AND TUBS SCHEDULES

Planters made up and filled by other suppliers shall be within a 5 mile radius of the Council Offices. For the purpose of this specification there shall be four types of planters :

- | | | |
|------------|---|--------------------|
| 401 | BEDDING PLANTER TYPE 1 | PER PLANTER |
| | Separate provision shall be made for the supply of plants | PER YEAR |
| | The Contractor shall include for Composts, fertilisers, water retention granules | |

The Contractor shall include for Filling, Fixing, Maintenance, Taking down and returning to store.

(Indicative number of visits per week is a minimum of 3)

- | | | |
|------------|--|--------------------|
| 402 | BEDDING PLANTER TYPE 2 | PER PLANTER |
| | (Made up and filled by others) | PER YEAR |

The Contractor shall include for Collecting and taking delivery, Fixing, Maintenance, Taking down and returning to store/supplier.

(Indicative number of visits per week is a minimum of 3)

- | | | |
|------------|-----------------------|--------------------|
| 403 | PLANTER TYPE 3 | PER PLANTER |
|------------|-----------------------|--------------------|

Note:Provisional item for schedule of rates

Separate provision shall be made for the supply of plants

The Contractor shall include for Composts, fertilisers, water retention granules
(maintenance shall be carried out by others)

The Contractor shall include for Filling, Fixing, Taking down and returning to store.

404 BEDDING TUB

**PER TUB
PER YEAR**

Separate provision shall be made for the supply of plants.

The Contractor shall include for Composts and fertilisers.

Flower tubs are planted out twice a year with summer and spring bedding.

SECTION 5

TREE PLANTING AND MAINTENANCE - 500 SERIES

GENERAL

The operations of tree planting and maintenance and the requirements of the Council shall vary throughout the Borough.

This Section deals with the operations of tree planting and maintenance of Immature Trees. (excluding major tree surgery and woodland management)

Definition

For the purpose of this specification trees are defined as :

- ♣ An Immature Tree is a tree which has not attained a height of 5.00 metres.
- ♣ A Mature Tree is a tree which exceeds 5.0 metres in height. Normally the Contractor will not be required to carry out any works on such trees, other than clearing of fallen branches, removal of epicormic growth, reporting of any defects.

Note : Separate provision shall be made for the supply of trees and whips.

The Contractor shall include within his tender all other materials as specified including supply and fitting of approved spiral rabbit guards, tree stakes, tree ties, composts and mulch.

Tree planting

- 5.1 A wide range of quality trees and whips may be specified by the Council. All plant material supplied must be true to species and cultivar unless otherwise agreed by the S/O.
- 5.2 The supply of trees shall be in accordance with Plant Supply 3.9 -3.19 and satisfy the requirements of BS3936 Trees and Shrubs - Part 1 (1980).
- 5.3 Plant material shall conform to the definitions of stock and sizes.
- 5.4 No substitution of plant material shall be allowed without the consent of the Council.
- 5.5 The Council reserves the right to reject any plant material that does not conform to the specification.
- 5.6 The Contractor shall be required to order, collect and/or take delivery and arrange for the temporary storage, (i.e. until the plant material is planted) of the requirements of tree material. In the unlikely event that the Contractor cannot obtain the material requested by

the Council from one of the approved suppliers the Contractor may suggest alternative suppliers.

- 5.7 It is intended that all plant material purchased shall be used in one planting season and that the period between receipt of delivery/collection from the supplier and planting will be kept to a minimum. However, the Contractor must allow within his percentage oncost rates for the temporary storage, (i.e. during one planting season) care and maintenance of all plant material. The Contractor should note that material that is allowed to deteriorate during this storage period will not be approved for later planting.

Summer storage

- 5.8 There may be occasions when due to unforeseen circumstances, such as severe weather conditions, some of the trees are not planted within one planting season.
- 5.9 In these unlikely circumstances the Contractor shall be required to store and maintain all the plant material in a manner appropriate to type including pruning, staking, re-potting, watering, feeding, pest and disease control and other such operations deemed necessary by the Council in order to maintain the health, vigour and quality of the plant material.
- 5.10 The Contractor shall be responsible for the replacement of all dead, damaged, diseased, substandard/poor quality or missing plant material at his own expense.
The Contractor is required to provide a percentage oncost rate which will be added to the original costs of purchase of the various plant material to cover the cost of the requirements identified above.
- 5.11 The Contractor must give the Council 24 hours notice of plant material deliveries to site prior to planting, in order that the Council can check the number, size and quality of the trees to ensure that they fulfil the specification standards and plant requirements schedule.
- 5.12 Any trees not reaching the specification standards shall be rejected.

Plant Handling and Delivery to Site

- 5.13 The Contractor is to ensure that all plant handling, from lifting at the nursery to and including transit to site is in accordance with the "Code of Practice for Plant Handling" (July 1985) and subsequent editions.
Copies of this code can be obtained from :-
HTA, 90 High Street, Theale, Reading, Berks, RG7 5AH.

Defect Plant Material and Defects Liability Period

- 5.14 All trees, feathered, whips, standards and heavy standards shall be guaranteed for a period against death, deformation, die back or disease other than that in the Councils opinion has been caused by malicious damage. The Contractor shall allow in the various rates covering planting, for watering during the defects liability period. The defects period will cover 2 years from the date of planting.

5.15 The Contractor shall replace any defective plant material with material of the same size, specification, species, variety and cultivar etc., as that originally planted to the full satisfaction of the Council. Any such replacements, including planting, will be entirely at the Contractor's expense.

Tree Sizes and Planting

5.16 For the purpose of this contract the following definitions of stock and sizes shall apply:-

Description	Overall Height mm	Girth 1m above ground level cm
Whip	100 - 600	NA
Feathered	600 - 3000	6
Selected Standard	2400 - 3000	8-12
Heavy Standard	3600 - 4200	12-16

5.17 The Council shall specify the size and species of trees to be planted. Before any work is carried out the Contractor shall be required to agree a programme of when the works are to be carried out. The Contractor shall comply with the recommendations, instructions and specifications contained within "The Good Planting Guide" from the Horticultural Trades Association.

5.18 Planting shall normally take place during the planting season between November - March unless otherwise directed. During periods of frost or in conditions which may cause water logging of the ground planting will be suspended.

5.19 Generally tree planting pits will be excavated to the following dimensions :-

♣	Whip	300 x 300 x 300 mm
♣	Feathered	750 x 750 x 600 mm
♣	Selected Standard	1000 x 1000 x 600 mm
♣	Heavy Standard	1000 x 1000 x 800 mm

5.20 Generally any top soil excavated shall be carefully set aside for back filling. If necessary, at the time of actual planting, the pit shall be enlarged to allow 75mm clearance around the edges of the spread root system of the trees.

5.21 The bottom of the pit shall be broken up to a further depth of 150mm. Excavated sub soil and deleterious matter shall be removed from site and replaced with good quality top soil and the following ameliorates added to back fill.

5.22 Planting compost (Fisons TPMC or similar approved) at the rate of 1 bag for each heavy

standard and selected standard tree and half a bag for each feathered tree and 1.75kg for each whip.

- 5.23 The level of the surface when finished must be a minimum 25mm above ground level and slightly dish shaped to allow surface water to run off, except in paved areas where it shall be level and flush with the surrounding area. Coarse grade bark mulch shall spread to a depth of 75mm around the entire base of the tree.

Tree Guards, Stakes and Ties

- 5.24 Newly planted trees shall be secured firmly by staking, to prevent a pocket forming around the stem and the new formed fibrous roots being broken.
- 5.25 Tree stakes shall be driven into the tree pit prior to planting by means of a "drivall". The stake shall be 300mm below excavated ground level when driven in. Tree stakes to be pressure treated with a non toxic chemical to BS1282. Tree stakes will be 75mm in diameter. 2 metre stakes are to be used when planting 8 - 12cm and 12 - 16cm girth trees.
- 5.26 2 no. stakes with cross bar will be used for heavy standard trees.
- 5.27 Tree ties and spacers will be supplied by the Contractor and will be appropriate for the size of the trees girth. The make of tree tie must be approved by the Council.
- 5.28 Nails for securing the tree ties to the stakes will be galvanised clout nails approximately 35mm in length.
- 5.29 The Contractor shall include within his rates for supply and fitting of plastic spiral type rabbit guards when required and as approved by the Council.

Planting Method

- 5.30 At the time of planting a pit will be excavated as previously described and 1no or 2no stakes according to tree size shall be driven into the base. (Ideally 300mm apart at an angle of 5/10 degrees from vertical facing outwards from centre and 1no placed on the prevailing wind side of the tree). The pit will be partially backfilled with a mixture of top soil and compost

and the tree placed in the pit to the depth of the nursery soil or container mark, ensuring the roots are fully spread. The remaining mixture will be used to cover the roots and will be distributed amongst them by shaking with a gentle up and down movement of the tree trunk. The mixture will be well firmed at intervals of 75mm to 100mm layers. Fix ties 100mm from the top of the stake.

Damage During Planting

- 5.31 On completion of planting any broken branches shall be pruned and damaged areas of bark

will be neatly pared back to sound tissue. If the tree is materially damaged during planting the Council shall require the Contractor to plant replacement at the Contractors expense.

Tree Inspection and Maintenance

- 5.32 For the purpose of this Contract tree inspection and maintenance will apply to Immature Trees (as previously defined).
- 5.33 The Contractor shall inspect all trees recording the details of his inspection on a form to be agreed with the Council. During this inspection the Contractor shall attend to the ties and stakes adjusting, fitting or removing as required. In the event of stakes being replaced, the existing stake will be removed completely, leaving no portion within the ground. Any dead tree shall be removed and disposed of. Damaged branches and epicormic growth shall be pruned and all arisings disposed of.
- 5.34 In carrying out the pruning of damaged branches, the broken branch will be removed to its point of origin. The cutting of the branch will not exceed the "branch collar", if taken off at a main limb or on the bole. In carrying out the pruning operation, the triple cut method will be used and the final wound will be smooth and free from snags.
- 5.35 Tree bases shall be maintained free from weed.

TREE SCHEDULES

500 MAINTAIN TREE **PER TREE**
Contractor shall include for supply of all materials. **PER YEAR**
Note: The edging of grass around tree circle bases is included as part of the grass cutting operation.

Inspect trees and carry out maintenance as described above, 5.32 - 5.35.
(Indicative number of visits a year is a minimum of 8)

The following are Provisional Items for a Schedule of Rates

- 501 PLANT WHIP 1 - 50 WHIPS** **PER TREE**
 Plant between 1 - 50 whips in accordance with Specification.
- 502 PLANT WHIPS 51 - 100 WHIPS** **PER TREE**
 Plant between 51 - 100 whips in accordance with Specification
- 503 PLANT FEATHERED TREE 1 - 10 TREES** **PER TREE**
 Plant between 1 - 10 feathered trees in accordance with the Specification.
- 504 PLANT FEATHERED TREE 11 - 50 TREES** **PER TREE**
 Plant between 11 - 50 feathered trees in accordance with Specification..

505 PLANT FEATHERED TREE 51 - 100 TREES PER TREE

Plant between 51 - 100 feathered trees in accordance with Specification.

506 PLANT SELECTED STANDARD TREE 1 - 10 TREES PER TREE

Plant between 1 - 10 selected standard trees in accordance with the Specification.

507 PLANT SELECTED STANDARD TREE 11 - 50 TREES PER TREE

Plant between 11 - 50 selected standard trees in accordance with the Specification

508 PLANT HEAVY STANDARD TREE 1 - 10 TREES PER TREE

Plant between 1 - 10 heavy standard trees in accordance with the Specification

509 REMOVE TREE 8 - 20CM GIRTH PER TREE

Remove and dispose of tree and reinstate ground to surrounding levels. The Contractor shall include for top soil required to make up levels and the removal of any stakes/ties.

510 REMEDIAL PRUNE TREE PER TREE

Remedially prune tree for it's wellbeing, inclusive of the removal of any dead, dying, dangerous, diseased, reversion, crossing limbs and epicormic growth. This item to be used for larger established trees up to 5 metres in height.

511 REMOVE TREE STAKE PER TREE

Remove tree stake inclusive of reinstatement of post hole to surrounding levels. The Contractor shall include for any top soil required to make up levels.

SCHEDULE 15

Affordable Housing Strategy



AFFORDABLE HOUSING STRATEGY

Wellesley

ALDERSHOT

January 2014



CONTENT

- 1.0 INTRODUCTION
- 2.0 HOUSING POLICY
- 3.0 AFFORDABLE HOUSING STRATEGY
- 4.0 MAIDA ZONE - PHASE 1

APPENDIX A: HOUSING DEFINITIONS

APPENDIX B: DEVELOPMENT ZONES & ILLUSTRATIVE DELIVERY PLAN (SEE SCHEDULE 6)



1.0 INTRODUCTION

This Affordable Housing Strategy accompanies a 'Hybrid' planning application submitted by Grainger plc (hereafter known as 'Grainger') to Rushmoor Borough Council (RBC) for the development of land within Aldershot known as the Aldershot Urban Extension (AUE), hereafter referred to as 'Wellesley'. Grainger seeks outline planning permission for residential development of up to 3,850 dwellings with associated infrastructure including access, and Maida Zone - Phase 1 detail for 228 dwellings at Wellesley (the Hybrid Application). This Affordable Housing Strategy should be read in conjunction with the corresponding application forms and drawings, along with the suite of documents that support this Hybrid Application. For further details on the Hybrid Application please refer to the Planning Statement.

The Affordable Housing Strategy should be read alongside the Rushmoor Borough Council's Affordable Housing Development: Guidance Note 2011, Design Codes, the Section 106 and local and national planning policy. Affordable housing definitions are set out in **Appendix A** as per the NPPF and will be updated in line with national policy.

Hereafter all reference to Affordable Rent encompasses Social Rent where grant is available.

This strategy sets out the site wide approach and provision of affordable housing for the Wellesley development and was developed in close liaison with RBC. Throughout consultation Grainger has engaged with the Enabling Officers to ascertain information on preferred design criteria, housing mix and tenure split.

2.0 HOUSING POLICY

The policy approach, as outlined by the supporting Planning Statement, and informed by more detailed discussions and agreement with Officers of the Councils and their Members, has provided the basis for the affordable housing approach. RBC's Core Strategy, the Aldershot Urban Extension Supplementary Planning Documents (AUE SPD) and the Affordable Housing Supplementary Planning Documents set out the principles to be followed in delivering affordable housing. Policy SP1 sets out the objectives for the Aldershot Urban extension and specifies a target of 35% Affordable Housing. However, it does specify that the make-up of development will be the subject of detailed studies of viability.

Core Strategy Policy CP6 states that the new development should provide "a site appropriate mix of sizes and tenures of affordable homes designed to meet local needs and create mixed and sustainable communities."

The key statements from the AUE SPD under Principle SN5 are that for the major development area at Wellesley a target of 35% affordable housing should be provided and should be split 60% rented housing and 40% intermediate housing.

Principle SN5 in the AUE SPD suggests that the mix of dwellings which should comprise of:

Unit Type	Suggested Percentage
1 bed	25%
2 bed	35%
3 bed	25%
4 bed	15%

The AUE SPD recognises that as the site is developed the mix of dwellings should be adjusted to meet changing needs, which will be directed by any future Strategic Housing Market Assessment. The SPD was adopted in March 2009 and in dialogue with the enabling officers the following mix was agreed:



Unit Type	Affordable Rent	Intermediate
1 bed Flat	20%	40%
2 bed Flat	10%	20%
2 bed House	30%	20%
3 bed	25%	20%
4 bed	15%	0%

3.0 AFFORDABLE HOUSING DEVELOPMENT ZONE STRATEGY

Any sale of land to a Developer and/or House builder will encompass a requirement to comply with this strategy. Prior to commencement of a Development Zone the Developer will submit an Affordable Housing Development Zone Strategy setting out the number of estimated reserved matters applications within a Development Zone and the proposed quantum of affordable housing units provided for each application to be applied within that Development Zone.. (Please see **Appendix B** for the Plan and Section 1 of the Planning statement for the definition of a Development Zone). Each subsequent reserved matters application will be accompanied by a statement confirming the proposals for affordable housing within the reserved matters application area are in compliance with the Affordable Housing Development Strategy and details of the registered provider of social housing, the rents, service charges and sales prices, internal layouts and parking provision of the affordable housing units to be provided in the Reserved Matters Application Area and details of the tenures to be provided as part of the Intermediate Housing Units. This approach will enable the authorities to monitor the provision against the targets set out below.

The Affordable Housing Mix

The Wellesley development will deliver up to 3,850 new residential units of which 35% will be AHU. Of this 35%, 60% will be allocated as Affordable Rent by agreement with the local authorities and 40% Intermediate affordable housing units.

As part of the Intermediate affordable housing provision the aim will be to provide at least 40% affordable home ownership properties, for instance shared ownership homes and/or rented as defined in the NPPF (see **Appendix A**). The precise level of provision will be determined as part of the submission in respect of each Reserved Matters Application.

The site wide quantum and the affordable housing mix ratio schedule set out below has been agreed with Rushmoor Borough Council. Any variation to these schedules has to be agreed by all parties. Any such changes are likely to be based on housing need as evidenced by housing needs studies or housing allocations pool, or commercial viability supported by detailed appraisal using a recognised appraisal tool and subject to independent assessment at the cost of the Developers.

Table 1: Site Wide Quantum of Affordable housing

Total Units	No.	Private 65%	Total Provision (AHU) 35%	Affordable Rent (AR) 60%	Intermediate (Int) 40%
3850		2503	1347	808	539

Table 2: Housing Mix Ratio:

Affordable Rent (%) to be provided	No. Affordable Rent (AR)	Intermediate (I) (%) to be provided	No. Intermediate (Int)	Beds	Persons	Type	Total



20%	162	40%	215	1	2	flat	377
10%	81	20%	108	2	3 & 4	flat	189
30%	242	20%	108	2	4	House	350
25%	202	20%	108	3	5	house	310
15%	121	0%	0	4	6	house	121
100%	808	100%	539				1347

The development comprises of 20 Development Zones of which only 19 comprise of residential units (see **Appendix B** for illustrative phasing plan). The indicative quantum of affordable rented and intermediate units for each of the phases of development is set out in Tables 3, 4 and 5 below:

Table 3: Target Affordable Housing Provision Across the Development

Masterplan Component Parcel	No. Units	Private 65%	AHU 35%	% AHU	AR 60%	Int 40%
A. Maida	228	148	80	35.09%	48	32
B. Coruna	705	458	247	35.04%	148	99
C. CMH	134	87	47	35.07%	28	19
D. McGrigor	118	77	41	34.75%	25	16
E. Gunhill	105	68	37	35.24%	22	15
F. Knollys Road	22	14	8	36.36%	5	3
G. Pennyfathers	123	80	43	34.96%	26	17
H. Stanhope Lines West	162	105	57	35.19%	34	23
I. School End	105	68	37	35.24%	22	15
J. Browing/Canalside	475	309	166	34.95%	100	66
K. Stanhope Lines East	255	167	88	34.51%	53	35
L. Neighbourhood Centre	16	10	6	37.50%	3	3
M. Buller	243	158	85	34.98%	51	34
N. God's Acre	170	110	60	35.29%	36	24
O. Mandora	133	87	46	34.59%	28	18
P. Peaked Hill	60	39	21	35.00%	13	8
Q. Clayton	298	194	104	34.90%	62	42
S. REME	392	255	137	34.95%	82	55
T. Parsons	106	69	37	34.91%	22	15
TOTAL	3850	2503	1347	35.18%	808	539

Table 4: Target Affordable Rent/Social Rent Provision

Masterplan Component Parcel	Affordable Rent/Social Rent Housing					Total
	1 bed 2 per flat	2 bed 3 & 4 per flat	2 Bed 4 per house	3 bed 5 per house	4 bed 6 per house	
A. Maida	10	5	14	12	7	48
B. Coruna	30	15	44	37	22	148
C. CMH	6	3	8	7	4	28
D. McGrigor	5	3	8	6	3	25



E. Gunhill	4	2	7	6	3	22
F. Knollys Road	1	1	1	1	1	5
G. Pennyfathers	5	3	8	6	4	26
H. Stanhope Lines West	6	3	11	8	6	34
I. School End	4	2	7	6	3	22
J. Browing/Canalside	20	9	30	25	16	100
K. Stanhope Lines East	10	5	16	14	8	53
L. Neighbourhood Centre	2	1	0	0	0	3
M. Buller	10	5	15	13	8	51
N. God's Acre	7	4	11	9	5	36
O. Mandora	6	3	8	7	4	28
P. Peaked Hill	3	1	4	3	2	13
Q. Clayton	12	6	19	15	10	62
S. REME	16	8	25	21	12	82
T. Parsons	5	2	6	6	3	22
TOTAL	162	81	242	202	121	808
Total Percentage	20%	10%	30%	25%	15%	100%

Table 5: Target Intermediate Provision

Masterplan Component Parcel	Intermediate Affordable Housing				
	1 bed 2 per flat	2 bed 3 & 4 per flat	2 Bed 4 per house	3 bed 5 per house	Total
A. Maida	13	6	7	6	32
B. Coruna	39	20	20	20	99
C. CMH	8	4	3	4	19
D. McGrigor	7	3	3	3	16
E. Gunhill	6	3	3	3	15
F. Knollys Road	1	1	0	1	3
G. Pennyfathers	7	3	4	3	17
H. Stanhope Lines West	9	4	5	5	23
I. School End	6	3	3	3	15
J. Browing/Canalside	26	13	13	14	66
K. Stanhope Lines East	14	7	7	7	35
L. Neighbourhood Centre	2	1	0	0	3
M. Buller	13	7	7	7	34
N. God's Acre	10	4	5	5	24
O. Mandora	7	4	4	3	18
P. Peaked Hill	2	2	2	2	8
Q. Clayton	17	9	8	8	42
S. REME	22	11	11	11	55
T. Parsons	6	3	3	3	15
TOTAL	215	108	108	108	539
Total Percentage	40%	20%	20%	20%	100%

The total number of units identified in each development zone above is approximate. In order to provide a degree of flexibility a 5% variance can be applied to each development zone to allow for site specific technical constraints and opportunities. Notwithstanding this variance the site wide number of dwellings delivered at Wellesley is capped at 3,850 and the number of affordable housing units is 1347. Where the actual numbers of units vary the quantum of affordable housing will adjust accordingly, both within the development zone and across the remainder of the



development. The provision of Affordable Housing Units within a Development Zone may range between 30-40% provided the overall provision across the site is 35%. In special circumstances, e.g. the Cambridge Military Hospital, no affordable housings may be delivered within a particular reserved matters application, however the overall target of 35% will still apply.

Affordable Housing Design Criteria

The design of the affordable housing will be tenure blind and must be Part M of the building regulations compliant. They will be constructed to lifetime homes 6-16 criteria unless otherwise agreed with the local authority. Where the site and design conditions permit consideration will be given to achieving Lifetime Homes Standard criteria 1-5. All units will meet HCA Design and Quality Standards 2007 and specifically the HQI standards

Minimum gross floor areas are set out below:

Table 6: Minimum Gross Internal Floor Area

Occupancy	Min GIA (sqm)
2 People (Flats)	45-50
3 People (Flats)	60-69
4 People (Flats)	60-69
4 People (House)	70-84
5 People (House)	85-99
6 People (House)	100-110

Approximately 10% of the Affordable Rental/Social Rented Units in any Reserved Matters Area will be Wheelchair-accessible housing unless otherwise agreed by the Relevant Authority. The design of these units will take account of guidance produced by 'Habinteg' and the exact quota and size of units shall be agreed with the local authority as part of the submission in respect of each Reserved Matters Application and the information to be provided in accordance with para 2.19 of schedule 1 of the s106 agreement.

The mix, design and layout will support long term, cost effective management and sustainability with the aim of keeping service charges at an affordable level.

The local authority do not advocate pepper potting of individual units The affordable housing should be delivered in clusters and although the Core Strategy promotes integrating affordable tenures in small groupings of 10/ 12 units unless otherwise agreed with the Council. These clusters can only be contiguous if they are accessed separately, no more than two clusters should be grouped in this way unless otherwise agreed with the local authority. Proposals should avoid the situation where affordable housing is provided in large clusters or in whole streets of affordable housing.

All new affordable homes will achieve a minimum Level 4 of the Code for Sustainable Homes published by the Department for Communities and Local Government (or such replacement guidance). 10% of the affordable housing to be provided within Maida phase1 will be constructed to level 4 of the Code for Sustainable Homes and the remainder in this phase to Code Level 3.

Delivery Partner

Grainger's aspiration is to have a common approach across the wider development area to ensure a consistent level of service with the affordable housing product delivered through a single organisation or a managed consortium. It is Grainger's intention to deliver the affordable housing through its Registered Provider 'Grainger Trust' which was registered on the 5th November 2012 by the HCA. This not only gives Grainger a long term interest in the development of the site but also in the on-going management and maintenance. "The Grainger Trust or any other Registered Provider of Social Housing that delivers the affordable housing will work



with RBC on the management arrangements and will offer the Council nomination rights to 100% of first lets or sales (using applicants registered on the relevant Homes and Communities Agency's Home Zone agent) and 75% of subsequent lets or sales (using applicants registered on the relevant Homes and Communities Agency's Home Zone agent) as set out in the nomination agreements and subject to a local lettings plan agreed by RBC and Grainger Trust or other Registered Provider of Social Housing.

Illustrative Phasing Programme

The phased delivery of the affordable housing will be in line with the Illustrative Delivery Plan as set out in **Appendix B**. The illustrative delivery plan is based on predicted build out rates. However due to the nature of development of this size there will be variations to the programme. This will be dealt with by regularly monitoring and reviewing the actual deliver rates.

Variations to the Affordable Housing Provision

The affordable housing tenure mix is 60% social rented housing and 40% intermediate affordable housing unless agreed otherwise with the Council.

The developer will need to demonstrate that a policy compliant scheme is not viable before seeking to introduce any alternative housing tenure mix. A viability scheme appraisal will be required and the Council may seek independent verification of this appraisal at the cost of the Developer. The aim will be to maintain as far as possible the amount of affordable rented/social rented housing as this is the priority need. The Developer will discuss with the Council its intentions to apply any alternative housing tenure mix prior to making a formal application and agree an approach to allow the application to be considered, including the modelling of alternative tenure mix and rent scenarios. The Developer shall submit the proposed housing mix to the Local Authorities for approval with the reserved matters application. The submission should optimise the affordable rent levels and mix. The optimisation will take account of the:

- Costs incurred by the developer for the build, inclusive of piling, infrastructure and S106 costs
- Council's affordable housing objectives

This Affordable Housing Strategy will be updated should there be any variation to the 40/60% split between the Affordable Rent and Intermediate units by agreement with the local authorities.

Any variation agreed will apply to that reserved matters application

Any Affordable Extra Care units or private sale Extra Care units needed to subsidise the Affordable Extra Care and/or specialist affordable housing (e.g. supported housing scheme for people with Learning Disabilities) provided within the development, defined in the S106, will be deducted from the total number of affordable units. Thereafter this Affordable Housing Strategy should be updated to take account of the reduced number of affordable units. The affordable housing mix ratio set out above will be applied to the reduced number of units.

Monitoring & Review

Until completion of all affordable housing units, every 6 months, a monitoring report will be sent to the Councils. This shall include:

- The number and location of all dwellings occupied during the reporting period
- The cumulative number of all dwellings occupied
- The number, location and tenure of affordable housing units occupied during the reporting period
- The number, location and tenure of all affordable housing units occupied

When a land sale, lease or development agreement has been entered into with a Developer and or Registered Provider for the provision of affordable housing Grainger will notify the Councils. If requested by the Council, the Developer shall attend meetings to work together to provide the affordable housing. This information will include:

- Details of the parties to the contract



- Reserved Matters phase to which the contract applies
- A forecast delivery timetable

The quantum of housing set out in this Affordable Housing Strategy will be reviewed upon submission of each Affordable Housing Development Zone strategy and Reserved Matters Application and updated accordingly, should those strategies vary from this Strategy (and those variances will be agreed with the Councils).

4.0 MAIDA ZONE - PHASE 1

Maida Zone - Phase 1 falls within the Maida Development Zone and is the first residential development at Wellesley. The planning proposal is a Hybrid application with detailed consent sought for Maida Zone - Phase 1: 228 dwellings (65% market and 35% affordable), access, landscaping and associated infrastructure. All other matters apart from access are reserved in Outline. As such the overall housing mix for Maida Zone - Phase 1 is fixed and the remainder of the site is indicative. The affordable housing mix will include a range of unit types – 1 and 2 bed flats and 2, 3 and 4 bed houses and will, in the first tranche, include a mix of 60% rented and 40% intermediate tenures.

The site specific policies under RBC’s Core Strategy policies and the SPD guidance relevant to the wider development and Maida Zone - Phase 1 will be met by:

- Compliance with HQI standards; version 4
- Achieving Code of Sustainable Homes level 3 with 10% at Code Level 4 as agreed with Enabling Officers at RBC;
- Integration of the private and affordable housing. It is important to note that these units are to be tenure blind and indistinguishable from the private units
- Compliance with Lifetime Homes 6 to 16 for all 3 and 4 bedroom houses but there will be flexibility for the 2 bedroom houses provided they are Part M compliant as agreed with RBC Officers; and
- Provision of 1 x 2 bed flat and 1 x 4 bed house wheelchair compliant units

Maida – Phase 1 will deliver 228 units, 80 (35%) will be affordable housing and of these 48 (60%) will be affordable rent/social rent and 32 (40%) intermediate tenure. Table 7 illustrates Grainger’s agreed approach with RBC for the unit type mix for the affordable/social rent units and the intermediate tenure units:

Table 7: Maida Zone - Phase 1 Housing Mix

Affordable Unit Type	Total Affordable Housing Mix	Affordable Rented Tenure Mix	Intermediate Tenure Mix
1 bed flat	28%	20%	40%
2 bed flat	14%	10%	20%
2 bed house	26%	30%	20%
3 bed house	23%	25%	20%
4 bed house	9%	15%	

This provides the following Housing Mix in the Maida Zone:

- Area (ha) 4.71 (excl. retained buildings)
- Density 48
- No. Units 228
- No. Private Units 148
- Total Affordable 80

Table 8: Maida Zone – Phase 1 Housing Mix

Size of Units	Private	Affordable/Social Rent	Intermediate



	%	No. Units	%	No. Units	%	No. Units
1 Bed - Flat	6%	9	20%	10	40%	13
2 Bed - Flat	6%	9	10%	5	20%	6
2 Bed - House	11%	16	30%	14	20%	7
3 Bed - House	47%	69	25%	12	20%	6
4 Bed - House	27%	40	15%	7	0%	0
5 Bed - House	3%	5	0%	0	0%	0
Total	100%	148	100%	48	100%	32



APPENDIX A: Housing Definitions



NPPF HOUSING DEFINITIONS

Affordable housing: Social rented, affordable rented and intermediate housing, provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable housing should include provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision.

Social rented housing is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime. It may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the local authority or with the Homes and Communities Agency.

Affordable rented housing is let by local authorities or private registered providers of social housing to households who are eligible for social rented housing.

Affordable Rent is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable).

Intermediate housing is homes for sale and rent provided at a cost above social rent, but below market levels subject to the criteria in the Affordable Housing definition above. These can include shared equity (shared ownership and equity loans), other low cost homes for sale and intermediate rent, but not affordable rented housing.

Homes that do not meet the above definition of affordable housing, such as "low cost market" housing, may not be considered as affordable housing for planning purposes.



APPENDIX B: Development Zones & Delivery plan (see Schedule 6)

SCHEDULE 16

Monuments and Memorials

M1 - Balloon Square Memorial Plaque (Grade II Listed) in Browning Development Zone J;

M2 - Bronze Age Tumulus in Pennefather's Development Zone G;

M3 - Cammell Memorial Obelisk (Grade II Listed) in Browning Development Zone J;

M4 - Montgomery Memorial in Coruna Development Zone B;

M5 - Beresford Memorial Drinking Fountain (Grade II Listed) in Coruna Development Zone B;

M6 - IRA Bomb Victims Memorial in Pennefather's Development Zone G;

M7 - British Army 2nd Division World War One Memorial Cross (Grade II Listed) in Knollys Development Zone F;

M8 - Ramsden Memorial Wall (Grade II Listed) in Coruna Development Zone B;

M9 - Royal Army Medical Corps Boer War Memorial Obelisk (Grade II Listed) in Gunhill Development Zone E;

M10 - 8th Division World War One Memorial (Grade II Listed);

M11 - Royal Army Service Corps Memorial Arch in God's Acre Development Zone N;

M12 - West Cavalry Barracks Pediment sculpture - (Grade II Listed) in God's Acre Development Zone N;

M13 - Gordon Oak Tree in Maida Development Zone A;

M14 - Wall Sculptures on the side of the Administration Blocks of the Rhine Barracks in Coruna Development Zone B;

M15 - Marina Officers' Mess Mosaic in God's Acre Development Zone N;

L1 - Head Quarters 4th Division Foundation Stone & Plaque;

L2 - Alexander Observatory Plaque;

L5 - Smith Dorrien House Foundation Stone;

L6 - Fitzwygram House Inscription & Floor Mosaic;

15C - Duchess of Kent Barracks - Metal Plaque;

25 - Leishman Laboratory Foundation Stone - (Curtilage Listed);

26 - Louise Margaret Hospital Foundation Stones (Curtilage Listed);

28B - Mandora Officers Mess Memorials and Floor Mosaic;

31H - Buller Barracks Plaque;

as detailed within the Conservation and Heritage Strategy.

SCHEDULE 17

Draft transfer for the transfer of the Household Waste Recycling Land

Land Registry
Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

	<p>1 Title number(s) out of which the property is transferred:</p> <p>HP605517</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>Land on the South East Side of the A325, Farnborough Road, Farnborough, Hampshire</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown:</p> <p style="padding-left: 40px;">edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>Secretary of State for Defence</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p>N/A</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p>

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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

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

Place 'X' in any box that applies.

Add any modifications.

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

6 Transferee for entry in the register:

Hampshire County Council

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

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

7 Transferee's intended address(es) for service for entry in the register:

The Castle Winchester Hampshire SO23 8UJ

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

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

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

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

Complete as necessary.

limited title guarantee

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

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

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

they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

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

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

12 Additional provisions

12.1 DEFINITIONS

In this deed, unless the context otherwise requires the following definitions apply:

12.1.1 “**1994 Act**” the Law of Property (Miscellaneous Provisions) Act 1994

12.1.2 [“**Access Road**” means the roadway known as Ordnance Road which provides the means of access to and egress from the Property to and from an adopted highway shown [] on Plan []] *to be confirmed*

12.1.3 “**Household Waste Recycling Centre**” means a waste facility for the recycling of household waste to be provided on the Household Waste Recycling Centre Land

12.1.4 “**Household Waste Recycling Land**” means the land of not less than 0.8 hectares close to Ordnance Road which is required for the provision of the Household Waste Recycling Centre and is edged red on the attached Plan

12.1.5 “**Plans**” the plans annexed to this transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered

12.1.6 “**Retained Land**” the land and buildings retained by the Transferor being that part of the land now comprised in title number HP605517 as is not comprised in the Property

12.1.7 “**Section 106 Agreement**” means the agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] 2013 and made between Rushmoor Borough Council (1) Hampshire County Council (2) Secretary of State for

plan.

Defence (3) and Grainger Plc (4)

- 12.1.8 **"Services"** water soil gas oil electricity telephone television radio facsimile telecommunications data communications and other similar services and supplies
- 12.1.9 **"Service Media"** all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues watercourses and any other conducting media and associated equipment for the supply of Services
- 12.1.10 **"Transferee's Maintenance Costs"** means a fair and reasonable proportion of all payments, costs and expenses incurred by or on behalf of the owners for the time being of the Retained Land in connection with repairing, maintaining, replacing, remedying, cleaning and lighting the Access Road and the costs of repairing, maintaining, replacing, renewing and cleaning any of the Service Media used in common between the Property and the Retained Land and all such costs incurred in relation to any Service Media which serve only the Property.
- 12.1.11 **"VAT"** Value Added Tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto and any tax similar or equivalent to Value Added Tax imposed by any country other than the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same

12.2 INTERPRETATION

- 12.2.1 The clause headings in this transfer are for reference only and do not affect the construction or the interpretation of this transfer
- 12.2.2 Where two or more persons are included in the respective expressions the "Transferor" and/or the "Transferee" the covenants and agreements which are respectively expressed to be made by the Transferor and/or the Transferee shall be deemed to be made by such persons jointly and severally
- 12.2.3 Words importing one gender are to be construed as importing any other gender
- 12.2.4 Words importing the singular are to be construed as importing the plural and vice versa and words importing persons are to include firms companies and corporations and vice versa
- 12.2.5 Any reference to any legislation (whether specifically named or not) is to include any modification extension amendment or re-enactment of that legislation for the time being in force and all instruments orders notices regulations directions byelaws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom
- 12.2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa

12.3 TRANSFER

The Transferor transfers the Property to the Transferee subject to and with the benefit of the matters contained or referred to in the Section 106 Agreement.

12.4 RIGHTS GRANTED

12.4.1 The Property is transferred together with and for the benefit of each and every part of the Property the rights set out in the First Schedule

12.4.2 The rights set out in the First Schedule shall where the context admits be exercisable in common with the Transferor its successors in title and all persons authorised by it or them or having a like right

12.5 RIGHTS RESERVED

There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the rights set out in the Second Schedule

12.6 COVENANTS BY THE TRANSFEE

12.6.1 The Transferee covenants with the Transferor and its successors in title to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land to observe and perform the obligations set out in the Third Schedule

12.6.2 Any obligation not to do any act or thing shall include an obligation not knowingly to permit or suffer that act or thing to be done by another person

12.7 COVENANTS BY THE TRANSFEROR

The Transferor covenants with the Transferee to the intent that the benefit thereof may be annexed to and run with each and every part of the Property to observe and perform the obligations set out in the Fourth Schedule until such time as the Access Road shall become adopted as public highway maintainable at public expense

12.8 DECLARATIONS

12.8.1 Section 62 of the Law of Property Act 1925 will not apply to this transfer and except for any rights expressly granted by this transfer nothing will (whether by implication of law or otherwise) operate or be deemed to operate to confer on the Transferee any easement quasi-easement privilege or advantage whatsoever over or against the whole or any part of any adjoining or neighbouring land of the Transferor

12.8.2 The Transferee and its successors in title shall not be or become entitled to any right of access of light and air or any other easement

or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose

12.8.3 Any dispute between the parties or their respective successors in title in connection with any payment required pursuant to any covenant set out in the Third Schedule (other than in respect of interpretation or law) shall be referred at the request of either party to arbitration in accordance with the Arbitration Act 1996 such arbitrator to be agreed between the parties or failing agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors

12.8.4 Upon any disposal of all of its interest in the whole or any part of the Property the Transferee shall be automatically released from any liability arising in connection with the obligations set out in the Third Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Third Schedule unless the disponee has first entered into a direct covenant with the Transferor and its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by the disponee

12.8.5 Upon any disposal of all of its interest in the whole or any part of the Retained Land the Transferor shall be automatically released from any liability arising in connection with the obligations set out in the Fourth Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Fourth Schedule unless the disponee has first entered into a direct covenant with the Transferee and its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by the disponee

12.9 **INDEMNITY COVENANT**

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise) covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants agreements restrictions stipulations provisions and conditions and other matters contained or referred to in the Registers of Title Number HP605517 as at the date hereof (save those relating to mortgages or charges by way of legal mortgage) so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep indemnified the Transferor from and against all actions, claims demands losses costs expenses damages and liability in any way relating to any non-observance or non-performance thereof

12.9.1

12.10 **IMPLIED COVENANTS**

12.10.1 The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words

“at his own cost” which shall be deemed to be deleted therefrom and the following words substituted therefore “at the cost of the person to whom he disposes of the property”

12.10.2 The covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words “and could not reasonably be expected to” which shall be deemed to be deleted therefrom

12.10.3 The covenant set out in section 2(1)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters now recorded in registers open to public inspection which for the purposes of section 6(2) thereof are considered to be within the actual knowledge of the person to whom the disposition is made

12.10.4 The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters now recorded in registers open to public inspection which for the purposes of section 6(2) thereof are considered to be within the actual knowledge of the person to whom the disposition is made

12.11 RESTRICTION ON THE REGISTER

12.11.1 The parties hereby apply to the Chief Land Registrar for a restriction to be placed on the Proprietorship Register of the Property in the following form:-

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer confirming that the provisions of paragraph 5 of Part II of the Third Schedule of a transfer dated [insert date hereof] and between (1) Secretary of State for Defence and (2) Hampshire County Council have been complied with.

12.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed

THE FIRST SCHEDULE

(Rights Granted)

1. Rights of way

The right for the Transferee its successors in title and all persons authorised by it or them at all times and for all purposes in connection with the use and enjoyment of the Property to pass and repass with or without vehicles until the same shall become adopted as public highways maintainable at public expense over and along the Access Road. The benefit of this right is subject to the owner of the Property paying to the owner of the Retained Land the Transferee's Maintenance Costs until such time as the Access Road shall become adopted public highway maintainable at public expense PROVIDED

THAT in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such Access Road or any part thereof which are for general use by occupiers of the Retained Land and/or public transport

2. Support

The right of support from the Retained Land for the purpose of supporting upholding and maintaining the Property and the buildings now or at any time hereafter erected on the Property.

3. Services

3.1 The right to the free and uninterrupted passage and running of Services from and to the Property and any buildings which for the time being are on the Property through the Service Media which are now or which may at any time be laid in on over under or through the Retained Land but which do not exclusively serve the Retained Land for the use and enjoyment of the Property and the right to make connections thereto.

3.2 The right at all reasonable times and on giving reasonable prior notice (except in case of emergency) for the Transferee its successors in title and all persons authorised by it or them to enter onto the Retained Land but not any buildings thereon to inspect maintain repair and renew the Service Media serving the Property subject to the person exercising such right causing as little damage and inconvenience as possible and immediately making good any damage thereby caused and paying to the Transferor or its successors in title (as the case may be) reasonable compensation in respect of any losses incurred by it or them directly resulting from such damage.

THE SECOND SCHEDULE

(Rights Reserved)

1. Rights of Way

A right of way for all purposes at all times with or without vehicles over and along any roads now or at any time hereafter forming part of the Property and a right of way for all purposes at all times on foot only over and along any footpaths now or at any time hereafter forming part of the Property subject to such rights terminating over any road or footpath when (if at all) that road or footpath becomes a public right of way.

2. Services

2.1 The right to the free and uninterrupted passage and running of Services from and to the Retained Land and any buildings which for the time being are on the Retained Land through the Service Media which are now or which may at any time hereafter be laid in on over under or through the Property but which do not exclusively serve the Property.

2.2 The right at all reasonable times and on giving reasonable prior notice (except in case of emergency) for the Transferor its successors in title and all persons authorised by it or them to enter onto the Property as necessary with or without workmen, tools, appliances, scaffolding and materials for the purposes of:-

2.2.1 inspecting, repairing, maintaining, renewing, laying, renewing and cleansing the Service Media in under or over the Property

2.2.2 carrying out such works as may reasonably be required to facilitate the development of the Retained Land

subject to the person exercising such right causing as little damage and inconvenience as possible and promptly making good any damage thereby caused.

3. New services

The right at reasonable times and on giving reasonable prior notice (except in the case of an emergency) for the Transferor its successors in title and all persons authorised by it or them to enter onto and remain at the Property as necessary with or without workmen, tools, appliances, scaffolding and materials to excavate, construct, lay and install new Service Media under any parts of the Property for the passage of Services to and from the Retained Land subject to the person exercising such right causing as little damage and inconvenience as possible and promptly making good any damage thereby caused.

4. Support

The right of support for the Retained Land and any buildings on it from the Property and any buildings on it.

5. Building

The right at any time to build, develop, rebuild, alter or use the whole or any part of the Retained Land or any building for the time being on the Retained Land in such manner that the Transferor or its successors in title may wish notwithstanding that such building development, rebuilding, alteration or use may interfere with or diminish the amenity of the Property or the access of light and air thereto.

6. If appropriate easements are unascertainable

All such easements rights privileges and advantages over the Property as would have passed by virtue of Section 62 of the Law of Property Act 1925 on a transfer of the Retained Land to a third party if that transfer had been made immediately before this transfer and if there had been diversity of occupation at that time

THE THIRD SCHEDULE

(Covenants by Transferee)

Part I

1 User

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will not:

1.1 Use or permit the Property to be used in a manner which may be or become (whether or not amounting to a legal nuisance) an annoyance, disturbance or cause damage to the owners of the Retained Land.

1.2 Use the Property for any purpose whatsoever other than for as a municipal

waste facility for the recycling of household waste

2 Restrictions on building

Not to make any structural alteration or extension to the building(s) now on the Property or erect any additional structures whether of a temporary or permanent nature unless plans showing accurately the layout design and elevation have first been submitted in duplicate to the Transferor or its successors in title and the owners for the time being of the Retained Land for approval and written approval given (such approval not to be unreasonably withheld)

Part II

1 Repair and Maintenance

- 1.1 To maintain the House Waste Recycling Centre in good repair and condition.
- 1.2 To keep all external parts of the Property clean and tidy and landscaped areas properly cultivated and tended.

2 Maintenance costs

To pay the Transferee's Maintenance Costs on demand to the owners of the relevant parts of the Retained Land.

3 Disposals of the Property

Not to make any disposal of the whole or any part of the Property without first procuring that the disponee (and the disponee's successors in title) has entered into a deed of covenant with the Transferor (and the Transferor's successors in title) to observe and perform the Transferee's obligations set out in paragraphs 1 and 2 of the First Schedule and Part II of the Third Schedule including this paragraph.

4 Transfer Back

- 4.1 To transfer the Property to the Transferor for £1 with vacant possession and free from any charge any public or third party rights or other encumbrances other than those that exist at the date of the Section 106 Agreement if the Transferee has not:
 - a) commenced development of the Household Waste Recycling Centre on the Property within 12 months of the date of this transfer; or
 - b) completed the development of the Household Waste Recycling Centre to the extent that it is ready for occupation for the purposes within 1.2 of Part I of the Third Schedule of this transfer within 36 months of the date of this transfer.

THE FOURTH SCHEDULE

(Covenants by Transferor)

Part I

1 Not to obstruct right of way

Not to obstruct the Access Road

Part II

2 Maintenance of shared accessway

Subject as a condition precedent to the Transferee or its successors in title paying the Transferee's Maintenance Costs to maintain such part of the Access Road as shall be within its ownership in good repair and condition until such time as the same shall become adopted as public highway maintainable at public expense.

3 Disposals of the Retained Land

Not to make any disposal of the whole or any part of the Access Road without first procuring that the disponee (and the disponee's successors in title) has entered into a deed of covenant with the Transferee (and the Transferee's successors in title) to observe and perform the obligations set out in Part II of the Fourth Schedule including this paragraph unless at the time of such disposal such part or parts of the Access Road forming part of the land being disposed of shall have already become adopted as public highways maintainable at public expense in which case this covenant shall cease to apply.

13 Execution

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

[EXECUTION CLAUSES – TBC]

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

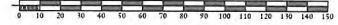
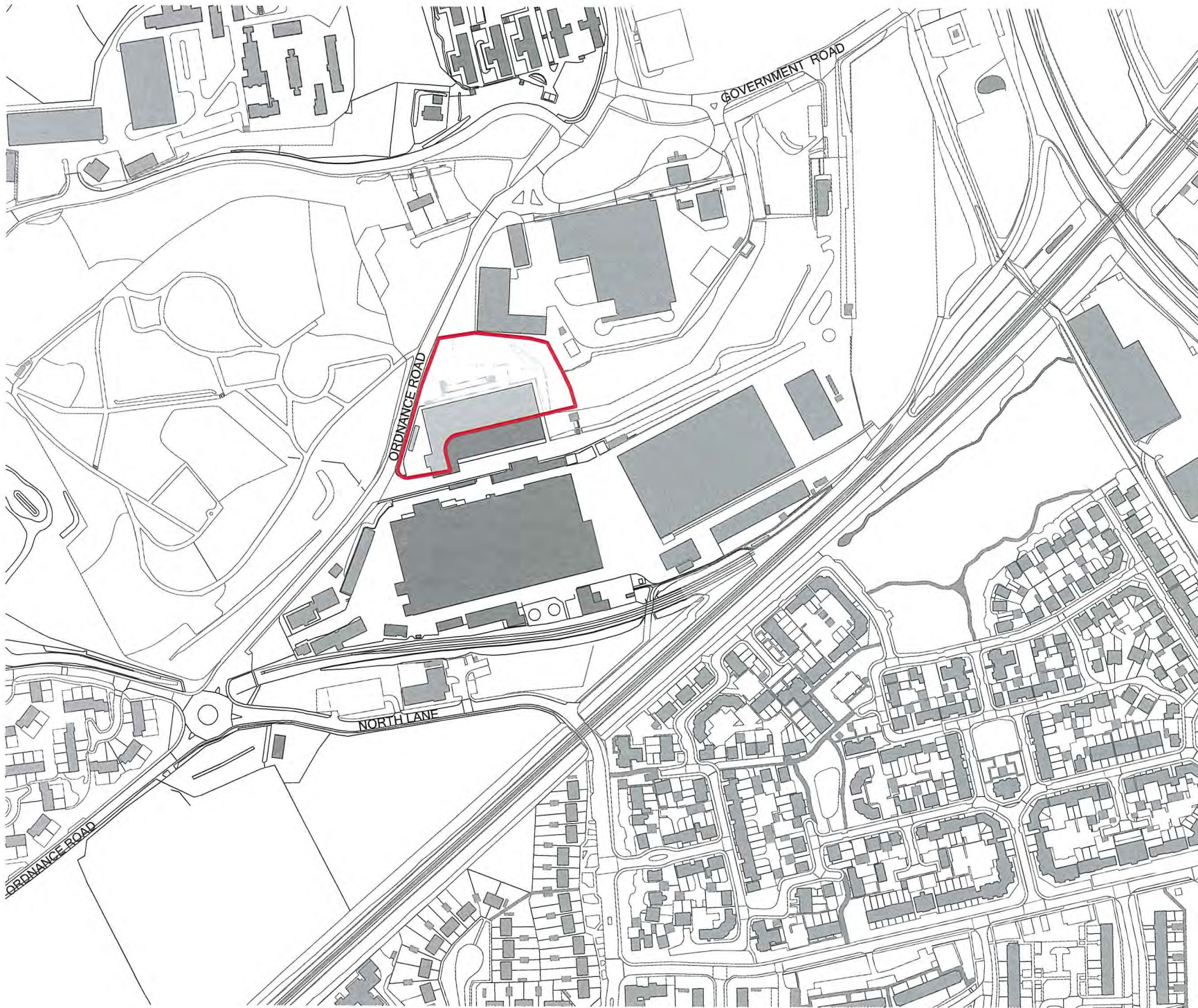
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If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit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

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Scale 1:2500



Rev	Date	Description	Initials

Project Aldershot Urban Extension

Title Transfer Plan - HWRC Site

Date 18/02/2014

Scale 1:2500

Drawing No. 5510/A12

Drawn by NG



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SCHEDULE 18

Council's standard inspection management and maintenance requirements for Sports Pitches

SECTION 6

SPORTS FACILITIES - 600 SERIES

GENERAL

Sports Facilities to be maintained are :-

- ♣ Bowling Green
- ♣ Cricket
- ♣ Football
- ♣ Outdoor Courts - Hard Surfaces for Tennis, Basket Ball, Kick a Bout Areas
- ♣ Running Tracks for School Sports

Playing Fixtures

The Council will furnish the Contractor with details of fixtures and schedules of lettings for sports facilities at the start of each week or where possible before the start of each playing season.

The Council will notify the Contractor immediately of additions and cancellations to sports bookings.

The Council will notify the Contractor of each special sport event and non-sport events held on sports areas in a separate monthly update.

Cancellations

When weather conditions dictate and when damage from play is likely to exceed the pitch recuperation rate the Council is to be responsible for deciding whether a sports facility is fit for play.

Sports Equipment

- 6.1 The Council will provide for each location a complete set of sports equipment, for example goal posts, nets, posts and flags and the like in accordance with the Sports Equipment Schedule.
- 6.2 The Contractor shall provide a secure store for Sports Equipment for the whole period it is not in use.
- 6.3 Sports equipment shall be maintained in safe and good working order. The Contractor shall inspect equipment and repair any damage before it is next used. Sports equipment shall be maintained to the issued standard.
- 6.4 Sports equipment damaged and worn beyond repair shall be returned to store for replacement. Replacement sports equipment shall be supplied by the Council.

SECTION 7

BOWLING GREEN - 700 SERIES

GENERAL

All items in Section 6 - Sports Facilities, shall apply.

Daily maintenance works shall be completed before the time of play is due to start.

- 7.1 The playing season shall commence on the last Saturday in April and end on the last day in September during which the green must be ready for play by 12.00 noon on weekdays, except Thursdays. On Thursdays, Weekends and Bank Holidays unless otherwise instructed by the Council the green shall be ready for play by 10.00 am. The Council reserves the right to vary the playing season as required giving fourteen days notice.
- 7.2 The Contractor shall maintain a level, pest and disease free surface, clear of any obstructions or debris.
- 7.3 Prior to all operations on the Bowling Green, the Contractor shall collect all litter, debris and other deleterious matter from the Bowling Green and its surrounds and remove all arisings from the site at the end of the working day.
- 7.4 All operations in preparation to the start and during the season e.g. mowing, spiking, aeration, fertilising, scarification and rolling, shall be carried out on the diagonal and not in line with play.
- 7.5 Perimeter ditches to bowling green shall be cleared of debris and weeds and arisings disposed to tip.
- 7.6 Lay matting in base of perimeter ditch ensuring joints are closely butted and it provides a level and even surface. Bottoms of ditches shall be checked daily to ensure the matting provides an even and level bed free from litter, debris and weed.

Marking Out

- 7.7 At the commencement of the playing season, the green shall be measured and marked in accordance with the English Bowling Association regulation dimensions.
- 7.8 Markers supplied by the Council are to be placed in the approved manner and at the close of the playing season, the markers are to be removed and stored by the Contractor.
- 7.9 During the playing season :
 - ♣ the position of the rinks is to be altered on a daily basis either in accordance with the coloured marks or on a one metre rotational basis
 - ♣ the direction of play is to be altered at least once per week

Switching or Brushing

- 7.10 The green is to be switched or brushed using either a cane, dragmat or dragbrush. This operation is to be carried out daily including week ends and Bank Holidays throughout the year early each morning except during periods of heavy rain, frost and snow and shall be carried out prior to mowing operations.

Mowing

- 7.11 The green shall be cut using an approved 450 - 500 mm pedestrian operated cylinder mower having no less than ten cutting blades on the cylinder in such a way that a 'striped' effect is created diagonally across the playing surface with alternate cuts rotated by 90 degrees. A collection box must be used at all times and arisings disposed of to the Contractors tip at the end of each working day. The height of the grass shall be maintained as follows:

Period	Height of Cut
October - March	5 - 10mm
May - September	3 - 5mm

In April the Contractor shall gradually reduce the cutting height in several stages from 10mm to 5mm.

During the period May to September inclusive, the green is to be cut every other day including weekends ensuring that there is no ribbing or bruising of the sward.

Edge Green

- 7.12 The green edge shall be trimmed in conjunction with every second cut using long arm shears to maintain a distinct edge. Following trimming the Contractor shall immediately collect arisings and remove them.
(Indicative number of operations a year is a minimum of 40)

Rolling

- 7.13 The green shall be rolled using a Sisis 'Trulevel' roller or similar machine approved by the Council being not less than 102kg in weight as often as required to maintain density and evenness.
(Indicative number of operations a year is a minimum of 24)

Scarification

- 7.14 During the playing season, the green shall be lightly scarified as often as required to remove thatch and runners without disturbing the soil surface.
(Indicative number of operations a year is a minimum of 6)

Aeration

- 7.15 The green shall be sarrell rolled as often as required to reduce surface compaction and maintain infiltration rate.
(Indicative number of operations a year is a minimum of 20)
- 7.16 Slit tine the whole area of the green to a depth of 50mm as often as required to reduce surface compaction and stimulate root growth.
- 7.17 Chisel tine the whole area of the green to a depth of 150 mm as often as required to aerate the sward and maintain infiltration rate. Tine must be 75mm long and at 100mm centres.

Irrigation

- 7.18 Irrigate the whole area of the green by the automatic irrigation system combined with other approved means to ensure an even application of water as often as required to maintain a vibrant growth and to provide a suitable playing surface. The Contractor shall have due regard to any match booked and prevailing weather conditions.
- 7.19 The Contractor shall be responsible for the efficient function and maintenance of the automatic watering system.
- 7.20 The Contractor shall check and recharge the system prior to the start of the season and close it down including draining off the system at the end of the season. The Contractor shall be liable for any repairs including labour, materials and all other costs.

Fertiliser application

- 7.21 Applications should preferably be made using a 'cyclone' or similar approved spreader when rainfall is imminent, otherwise the green must be thoroughly irrigated after application. On no account is fertiliser to be applied during periods of drought or in windy conditions. The Contractor shall give 24 hours notice of his intention to fertilise.
- 7.22 During the Summer period an approved Spring and Summer fine turf fertiliser, as agreed by the Council, shall be applied once in April and once in June, at a time consistent with suitable weather conditions. Materials shall be micro-granulated fertilisers applied at the manufactures recommended rates.
- 7.23 During the Autumn period, an approved Autumn and Winter fine turf fertiliser, as agreed with the Council, is to be applied when weather conditions allow and in accordance with the manufacturers instructions.

Chemical Treatments

Shall be carried out in accordance with Section 14.

- 7.24 The Bowling Green shall be maintained free from moss, weed, pests, worms and disease.

To achieve these standards the Contractor shall allow for chemical treatment applied in accordance with the manufacturers instructions :

- ♣ Herbicides
- ♣ Insecticides and Lumbracides
- ♣ Moss Killer
- ♣ Fungicides

Minor Repairs during Season

- 7.25 Excessively worn and damaged patches shall be repaired in accordance with Section 1.22 - 1.62 Grass Seeding and Turfing.
 Grass mixtures shall comprise
 50% Slender Creeping Red Fescue 'Barcrown'
 30% Chewings fescue 'Bargreen'
 10% Brown Top Bent 'Heriot'
 10% Brown Top Bent 'Bardot'
 or as approved by the Council

Autumn/End Of Season Renovation

- 7.26 All Autumn renovation works shall be carried out in October, at a time agreed with the Council, and be completed within a 2 week time period from the commencement date.
- 7.27 Ditch matting shall be taken up, cleaned, repaired and stored for next season.
- 7.28 The entire area of the Bowling Green shall be scarified in four alternate directions to remove any build up of thatch, dead matter and the like using approved equipment. All arising are to be boxed off, swept up and removed immediately to tip. Depth of scarification will relate to the extent of the problem. Tine penetration should not normally exceed 90mm.
- 7.29 The scarifying operations, in addition to removing thatch, will have raised stolons and loose stems. The green shall therefore require close mowing in accordance with 7.11.

Aeration - Solid/Hollow Tining

- 7.30 Using equipment approved by the Council, carry out solid tine spiking to a depth not less than 100mm at 100mm centres. This operation shall be carried out in the autumn immediately prior to top dressing.
- 7.31 Every third year in the Autumn, as agreed by the Council, the Contractor shall use approved hollow tines for core extraction in order to facilitate soil exchange. All cores, debris and the like shall be swept up immediately from the green and removed from site to tip. Tine patterns shall be 100mm deep and at 100mm centres.
- 7.32 Overseed the area using fine turf seed mixture as specified in 7.25 at 30 gms per sq.metre.

Top Dressing

- 7.33 Once aeration operations are completed, the Contractor shall apply a top dressing approved by the Council, a sample of which has been supplied one week previously. The Contractor shall notify the Council one week prior to commencing top dressings.

Top dressing materials shall be in the range of :

70% - 80% fine grade, even particle, double washed, lime free sand
30% - 20% screened loam.

- 7.34 The top dressing shall be applied at the rate of 3kgs per sq.metre when solid tined and 5kgs per sq.metre when hollow tined. The top dressing shall be spread evenly over the green and be well worked into the sward using a 'trulute' and drag mat. The aim is to fill holes and create a level playing surface.

Footpaths/Hard Surface Surrounds

- 7.35 Shall be maintained in a clean, weed and moss free condition throughout the year.

BOWLING GREEN SCHEDULE

700	MAINTAIN BOWLING GREEN	PERGREEN PER YEAR
	Maintain bowling green as specified.	

Materials

The Contractor shall include for the supply of :

Chemical treatment

- ♣ Herbicides
- ♣ Insecticides and Lumbracides
- ♣ Moss Killer
- ♣ Fungicides

Minor repairs

- ♣ Top dressings and grass seed

Separate provision shall be made for the supply of :

- ♣ Fertilisers
- ♣ Grass seed for over seeding
- ♣ Top Dressings for end of season renovation

(Indicative number of visits a year is a minimum of 364)

SECTION 8

CRICKET - 800 SERIES

GENERAL

All items in Section 6 - Sports Facilities, shall apply. On average there are a total of 120 cricket matches played each season spread across 5 tables.

- 8.1 The Cricket Season shall commence on the first Saturday in May and end on the last Sunday in August each year. Matches may be played Tuesdays, Wednesdays, Thursdays, Saturdays and Sundays. Each wicket shall be prepared on the day of play except week ends and bank holidays matches which shall generally be prepared on Fridays unless otherwise stipulated by the Council.
- 8.2 The Contractor shall maintain a level, pest and disease free surface, clear of any obstructions and debris.
- 8.3 Prior to all operations the Contractor shall collect all litter, debris and other deleterious matter from the cricket table and outfield and dispose to tip. No works shall be carried out during frost or adverse conditions that could cause damage to the surface.

Pre Season Repairs

- 8.4 Pre season maintenance shall commence in March/April and be completed in readiness for the start of the season. Any areas devoid of grass and damaged shall be repaired in accordance with Section 1.22 - 1.62 Grass Seeding and Turfing.

Grass mixtures shall comprise:

40% Perennial ryegrass 'Bareine'
30% ditto 'Bardessa'
30% ditto 'Barmona'
or as approved by the Council
over sowing rate 35 gms per sq. metre

Cricket Loam shall be Gem Surrey Loam or as approved by Council:

Particle range	Particle size	Percentage
Gravel	2mm +	0.1%
Soils	0.020-2mm	50%
Fine Silt	0.002-0.020mm	16%
Clay	0.002mm	34%

- 8.5 Cricket tables shall be squared to ensure that the corners are at 90 degrees to each other and the ends are the correct distance apart and that the two lines of wickets are parallel.

Scarify

- 8.6 Cricket tables shall be cut prior to scarifying, as item 8.8.
The entire area shall be scarified with an approved pedestrian operated machine set to operate above the soil profile, brush up and remove and dispose of arisings. The table shall then be cut again. Repeat scarifying to an angle of 60 degrees from the horizontal of the first scarification. Repeat the cutting of grass. All arisings shall be swept up, collected and removed to tip.

Brushing or Drag Matting

- 8.7 Daily brush, or drag mat table including week ends and bank holidays throughout the year early each morning between 7.00 - 9.00 hours. During the season brushing shall apply. Out of season drag matting to be carried out twice a week and brushing five times.

Mowing

Cricket Table

- 8.8 The table shall be cut using an approved pedestrian operated cylinder mower having no less than 5 cutting blades and front and rear rollers set to give a regular and even finish free from ribbing in such a way that a striped effect is created along the playing direction of the wicket. Grass clippings must be boxed off and disposed of.
The height of grass shall be maintained as follows :-

Period	Height of Cut
April - October	5 - 7 mm
November - March	7 - 10mm
In April the Contractor shall gradually reduce the cutting height in several stages from 10mm to 5 mm.	
<i>(Indicative number of cuts a year is a minimum of 30)</i>	

Cricket Outfield

Cricket outfields shall be cut a minimum of twice a week on Tuesdays and Fridays during the playing season. Grass shall be cut to present a striped effect, and in accordance with spec no.103 but with the following standards:

Period	Height of Cut
April - August	15 - 18mm
September - March	15 - 25mm
<i>(Indicative number of cuts per year is a minimum of 38)</i>	

Rolling

- 8.9 Cricket tables shall be rolled with an approved roller weighing not less than 1500kg to achieve an approved standard of firmness. Two passes up and down the entire table in the

same direction shall be carried out once a month in April, May and June.

Preparation of Wickets

- 8.10 4 days before weekend and bank holiday matches, the Contractor shall commence cutting of wickets. Mid week wickets shall be prepared on the day of the match. Cut, scarify, brush, repeat cut in opposite direction, roll with an approved hand or motorised roller not less than 150kg as conditions require to prepare the cricket wicket to approved degree of firmness. The wicket shall be cut with a pedestrian operated cylinder mower with grass box, fitted with not less than 10 cutting blades and front and rear rollers set to give a precise close cut of 4mm and a smooth even finish free from ribbing and without a striping effect. Supply and mix non toxic white marking material and mark out the wickets in accordance with MCC regulations. Lines shall be 25mm wide. Wicket size shall be 23 x 3 metres (22yds x 10 ft)
The scarifying is required to remove any thatch and runners without disturbing the soil surface. All arisings shall be swept up and disposed of.
(Indicative number of wickets to be prepared each year is 120)

School Wickets

Schools wickets shall be provided on the edge of cricket tables at two locations, the exact location being agreed with the Council.

The wicket shall be cut each week with a pedestrian operated cylinder mower with grass box, fitted with not less than 10 cutting blades and front and rear rollers set to give a precise close cut of 4mm and a smooth even finish free from ribbing and without a striping effect. Supply and mix non toxic white marking material and mark out the wickets in accordance with MCC regulations. Lines shall be 25mm wide. Wicket size shall be 23 x 3 metres (22yds x 10 ft). **There is no requirement for scarifying and rolling.**
(Indicative number of school wickets to be prepared on two tables each year is 18per table)

Line marking Boundary

- 8.11 The cricket boundary shall be marked out for the start of the season, but the initial marking shall not be carried out during the football season which ends the last Sunday in April. Lines are to be clearly marked, visible from 30 metres away, using a non-toxic whitening material. Lines shall not exceed 50mm in width and shall be maintained throughout the season. Over marking shall be carried out a minimum of once a week.
(Indicative number of markings each year is a minimum of 38 per facility)

Repairs to Used Wickets

- 8.12 Cricket wickets shall be repaired the day immediately following the day of play with the exception of weekend and bank holiday matches which shall be repaired on the following Monday/ Tuesday, whichever is the sooner.
- 8.13 Sweep up torn turf and debris and remove and dispose of arisings. Aerate wicket with handfork or motorised machine. Brush or rake up turf knap. Fork hollows and correct levels with approved screened sterilised loam. Tread to compact to consolidated levels. Rake

surface to form seed bed and sow grass seed at 50 grms per sq.metre. Roll seeded areas and thoroughly irrigate the pitch area.

Grass seeding shall be 8.4.

Fertilising

8.14 Applications should preferably be made using a 'cyclone' or similar approved spreader when rainfall is imminent, otherwise the area must be thoroughly irrigated after application. On no account is fertiliser to be applied during periods of drought or in windy conditions. The Contractor shall give 24 hours notice of his intentions to fertilise.

8.15 During April an approved Spring and Summer fine turf fertiliser, as agreed by the Council, shall be applied in readiness for the start of the season.
In September an approved Autumn and Winter fine turf fertiliser shall be applied.
Materials shall be micro-granulated fertilisers applied in accordance with the manufacturers instructions.

Chemical treatments

Shall be carried out in accordance with Section 14.

8.16 Cricket Tables and outfielders shall be maintained free from weeds, moss, pests, worms and disease.

To achieve these standards the Contractor shall allow for chemical treatment applied in accordance with the manufacturers instructions:

- ♣ Herbicides
- ♣ Insecticides and Lumbricides
- ♣ Moss Killer
- ♣ Fungicides

Autumn/End of Season Renovation

Scarify

8.17 All Autumn renovation works shall be carried out between September and the end of October, at a time agreed with the Council and be completed within a 2 week time period from the commencement date.

8.18 The entire area of the cricket table shall be cut as in accordance with 8.8 and then scarified to remove any build up of thatch, dead matter and the like using approved equipment. All arisings are to be boxed off, swept up and removed immediately to tip. The scarifying, in addition to removing thatch, will have raised stolons and loose stems. The green shall therefore be mown again as 8.8. Scarify to an angle of 60 degrees from the horizontal of the first scarification and then repeat cutting.

Aeration

- 8.19 Using equipment approved by the Council, carry out solid tine spiking or slitting to a depth not less than 100mm at 100mm centres. This operation shall be carried out immediately prior to top dressing.
- 8.20 Every four years, as agreed by the Council, the Contractor may be required to hollow tine the ends of the table for core extraction in order to facilitate soil exchange or to reduce levels. All cores, debris and the like shall be swept up immediately and removed to tip. Tine patterns shall be 100mm deep and at 100mm centres.

Overseed

- 8.21 Overseed the entire area using grass seed mixture as specified in 8.4 at 30 gms per sq.metre.

Top Dressing

- 8.22 Once aeration and over seeding operations are completed, the Contractor shall apply a top dressing approved by the Council, a sample of which has been supplied one week previously. The Contractor shall notify the Council one week prior to commencing top dressings. Top dressing materials shall be as specified in 8.4.
- 8.23 The top dressing shall be applied at the rate of 3kgs per sq.metre when solid tined and 5kgs per sq.metre when hollow tined. The top dressing shall be evenly spread over the table and be well worked into the sward using a ‘trulute’ and drag mat. The aim is to fill holes and correct levels to create an even playing surface. Surplus dressings shall be swept up and either returned to store or spread in adjacent designated areas as approved by the Council.

CRICKET TABLE AND OUTFIELD SCHEDULE

800	MAINTAIN CRICKET TABLE AND OUTFIELD	PER TABLE AND OUTFIELD PER YEAR
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Maintain cricket table and outfield as specified above.

Materials

The Contractor shall include for the supply of:

- ♣ Non Toxic marking out/whiting materials

Chemical Treatment

- ♣ Herbicides
- ♣ Insecticides and Lumbracides
- ♣ Moss Killer
- ♣ Fungicides

Pre Season and Cricket Wicket Repairs

- ♣ Top dressings and grass seed

Separate provision shall be made for the supply of:

- ♣ Fertilisers
- ♣ Grass seed for over seeding
- ♣ Top dressing for autumn renovation

SECTION 9

SENIOR FOOTBALL AND MINI SOCCER PITCHES - 900 SERIES

GENERAL

All items in Section 6 - Sports Facilities, shall apply.

- 9.1 The Football Season shall commence on the first Saturday in September and end on the last Sunday in April.
Should severe adverse weather conditions cause considerable disruption and cancellation of matches throughout the winter, then the season may be extended into May to allow teams to complete their fixtures.
Mid week matches may be played on Tuesdays, Wednesdays and Thursdays during August/September and March/April depending on day length.
- 9.2 At three locations, Farnborough Gate, Queens Road and North Town Playing Fields the Football Season shall commence in August and end in May.
- 9.3 Football pitches shall be provided for Senior Football and Mini Soccer.
- 9.4 Pitches shall be kept in a state of readiness for playing throughout the season.

Line Marking

- 9.5 At the start of the season pitches shall be set out and marked to the dimensions stated in the Football Schedule and comply with the Football Association regulations.
Where football pitches double as cricket outfielders then the initial measuring and marking shall be after the cricket season has ended. i.e. last Sunday in August.
- 9.6 Line marking shall be undertaken with equipment that produces straight, or to curves at the radius required, even 75mm wide lines of equal pigmentation using non toxic whiting materials so that they are clearly visible from 30 metres away. Penalty spots and centre

circles shall be marked circular with a paint brush. Lines shall be marked out on the day of play except for week end matches which shall be marked out on the Friday immediately preceding that week end.

(Indicative number of operations a year is a minimum of 35)

Goal Posts and Sockets

9.7 The Contractor shall inspect goal posts, net stays and sockets, prior to and throughout the season to ensure that they are in sound and safe condition. Any defects shall be repaired by the Contractor and reported to the Council. Should repairs not be possible then the Contractor shall draw from store the replacement equipment required and install as necessary.

9.8 At the commencement of the Contract the Council shall provide stock levels of football posts and sockets as detailed in the Football Schedule. These stock levels allow the Contractor to take immediate action to replace equipment that has been damaged and beyond repair. The Contractor shall draw from this stock and will inform the Council when stock levels fall to the minimum levels.

Following instruction from the Council the Contractor shall be required to organise re-ordering of items to ensure that adequate stock is available at all times. The Council shall be responsible for the cost of stocks purchased.

Payment will be in accordance with the specification regarding Suppliers. i.e. The Contractor shall be reimbursed the net agreed amount of the Supplier's account (after the deduction of all discounts obtainable for cash in so far as they exceed 2.5% and all trade discounts, rebates and allowances) with the addition of 5% to cover profit, general attendance and other liabilities.

9.9 New metal or aluminium sockets shall be located in the correct position and set vertically into ground surrounded with 150mm thickness of plain concrete (1:9 -20mm ballast) with top 50mm below ground surface level.

9.10 At the start of the season erect one set of goal posts and net stays to each pitch. At the end of the season dismantle goal posts and net stays and return to store.

(Note: there is no requirement for goal posts and sockets to be provided for Mini Soccer Pitches)

Mowing

9.11 Football pitches shall be cut during the season in such a way to produce a striped effect up and down the length of the pitch and in accordance with spec no. 103 but with the following standards :

Period	Height
September - April	20 - 25mm

May - August
(Indicative number of cuts a year is a minimum of 30)

15 - 25mm

Fertilising

- 9.12 Applications should preferably be made using a tractor mounted 'Vicon' or similar approved spreader when rainfall is imminent. On no account is fertiliser to be applied during periods of drought or in windy conditions. The Contractor shall give 24 hours notice of his intentions to fertilise.
- 9.13 During May an approved Pre Seeding fertiliser 6:9:6 NPK, shall be applied at 35 gms sq. metre in readiness for the end of season renovation operations and prior to over seeding. In August an approved Autumn/Winter fertiliser 3:12:12 NPK shall be applied at 35gms sq.metre. Materials shall be granulated applied in accordance with manufacturers instructions.

Chemical treatments

- 9.14 Shall be carried out in accordance with Section 14.
The Council shall require the Contractor to chemically treat football pitches to control weeds, worms, pests and disease. Application rates shall be in accordance with the manufacturers instructions. This shall be a provisional item for schedule of rates.

Slitting/Aeration

- 9.15 Pitches shall be aerated/slit every 4 weeks between November - March inclusive. Slitting tines shall be sharp and set to cut through the turf without disturbing the playing surface without tearing. Penetration depths shall be in accordance with ground conditions and as required by the Council ranging between 100mm, 155mm, 200mm and at 100mm centres.
The Contractor shall vary the direction and depth of slitting from that of the previous operation in order to relieve compaction and prevent the formation of a hard pan.
(Indicative number of operations a year is a minimum of 5)

Chain Harrowing

- 9.16 All pitches shall be chain harrowed once every two weeks from the end of October to the beginning of March to create a striped effect along the length of the pitch. Chain harrows shall be used flat/smooth side down on the playing surface. Any accumulations of mud or debris shall be swept up and disposed of.
(Indicative number of operations a year is a minimum of 10)

End of Season Renovation

- 9.17 All operations shall be carried out immediately after the season has ended and be completed by end of May. A pre seeding fertiliser shall be applied as 9.13.
Where football pitches become cricket outfielders these must be completed prior to the start of the cricket season.

Verti Draining/Top Dressing

- 9.18 The Council has a rolling programme of verti draining and top dressing seven pitches a year. Before the end of season the Contractor shall be furnished with the pitch locations to be treated. Verti draining shall be carried out using approved equipment set to penetrate to a maximum depth of 450mm or as agreed depending upon degree of compaction and soil conditions. The area to be verti drained shall be 18 metres wide down the centre of the length of the pitch inclusive of goal mouths and down the entire length of each touchline.
- 9.19 Once verti draining operations are completed, the Contractor shall apply a top dressing approved by the Council, a sample of which has been supplied one week previously. Top dressing material shall be in the range of:
70% fine grade, even particle, double washed, lime free sand.
30% screened loam
Top dressings shall be spread evenly over the verti drained area and be well worked into the surface using a drag mat or smooth chain harrow. The aim is to fill holes and create an even playing surface.

Overseeding

- 9.20 Football pitches shall be overseeded in 3 directions using a Charterhouse Over Seeder, or similar approved equipment, set to operate into the soil profile, each pass to be carried out at 60 degrees to that of the previous pass.
The overseeder shall be set to deliver grass seed at 10 grms per sq.metre on each pass. i.e. 30 grms in total per sq.metre upon completion.
Immediately following overseeding the entire area treated shall be chain harrowed so as to ensure an even application and correct any minor levels of disturbance.

Separate provision shall be made for the supply of grass seed.

Areas to be treated:

Senior Football	18 metres wide down the centre of the length of the pitch between 6 yard lines inclusive of goal areas. One pass down the entire length of each touch line.
Mini Soccer	6 metres wide down the centre of the length of the pitch inclusive of goal areas. One pass down the entire length of each touch line.

Goal Mouths and Centre Circles

- 9.21 Areas devoid of grass in goal mouths and centre circles shall be forked over to a depth of 75mm incorporating a Surrey Loams Ghost 25 top dressing, or similar approved. Each goal mouth shall receive 1 tonne and the centre circle 0.5 tonne. (2.5 tonne per pitch)
Cultivate to a workable fine tilth, grade and restore to existing contours, areas to be

trodden to an approved degree of firmness to provide an approved seed bed prior to seed sowing. Sow seed at 72 gms per sq.metre, lightly rake in to restore levels.

FOOTBALL SCHEDULE

900 MAINTAIN SENIOR FOOTBALL PITCH PER PITCH PER YEAR

Maintain senior football pitch as specified above.

Materials

The Contractor shall include for the supply of:

- ♣ Non Toxic marking out/whiting materials
- ♣ Ballast, sand, cement for setting in goal sockets

Separate provision shall be made for the supply of :

- ♣ Fertilisers
- ♣ Grass seed
- ♣ Top dressings

901 MAINTAIN MINI SOCCER PITCH PER PITCH PER YEAR

As 900, above, but for mini soccer size pitch

902 CHEMICAL TREATMENT - SENIOR PITCH PER PITCH PER PER OCCASION

Provisional item for schedule of rates

Separate provision shall be made in respect of materials.

As 9.14, chemically treat senior football pitch to control weeds, worms, pests and disease.

Application rates in accordance with manufacturers instructions.

903 CHEMICAL TREATMENT - MINI SOCCER PITCH PER PITCH PER OCCASION

Provisional item for schedule of rates

Separate provision shall be made in respect of materials

As 903 above.

904 MAINTAIN FOOTBALL STOCK LEVELS PER YEAR

Maintain football stock levels as per Football Schedule and 9.8 .

SECTION 10

ALDERSHOT FOOTBALL PITCH - 10000 SERIES

GENERAL

- 10.1 The football pitch is licensed to Aldershot Town (1992) Football Club Ltd who use the pitch as their home ground. In addition, local league and school cup finals are played. On average the number of games played each season are:

♣	Aldershot Town 1st Team	30 matches
♣	ditto 2nd Team	10 matches
♣	ditto Youth	10 matches
♣	Local League and School Cup Finals	25 matches

Aldershot Town FC - Season

- 10.2 The Football Pitch shall be ready for play at the end of July for Aldershot Town pre-season friendly matches. The official season commences in August and ends either the last week in April/first week in May.

Local League and Cup Finals

- 10.3 These matches shall be played during April and end the last Sunday of the first week in May.

Line Marking

- 10.4 At the start of the season the pitch shall be set out and marked to the dimensions stated in the Football Schedule and comply with the Football Association regulations.
- 10.5 Line marking shall be undertaken with equipment that produces straight, or to curves at the radius required, even 75mm wide lines of equal pigmentation using non toxic whiting materials so that they are clearly visible from 30 metres away. Penalty spots and centre circles shall be marked circular with a paint brush. Lines shall be marked out on the day of play unless agreed by the Council.

When white lines are not clearly visible due to frost or snow conditions then the lines shall be marked with a blue non toxic marking material.

(Indicative number of operations a year is a minimum 60)

Goal Posts, Sockets and Nets

- 10.6 The Contractor shall inspect goal posts, net stay supports and sockets, prior to and throughout the season to ensure that they are in sound and safe condition. Any defects shall be repaired by the Contractor and reported to the Council. Should repairs not be possible then the Contractor shall draw from store the replacement equipment required and install as necessary.

- 10.7 At the commencement of the Contract the Council shall provide stock levels of football posts, sockets and nets as detailed in the Football Schedule.
These stock levels allow the Contractor to take immediate action to replace equipment that has been damaged and beyond repair. The Contractor shall draw from this stock and will inform the Council when stock levels fall to the minimum levels.

Following instruction from the Council the Contractor shall be required to organise re-ordering of items to ensure that adequate stock is available at all times. The Council shall be responsible for the cost of stocks purchased.

Payment will be in accordance with the specification regarding Suppliers. i.e. The Contractor shall be reimbursed the net agreed amount of the Supplier's account (after the deduction of all discounts obtainable for cash in so far as they exceed 2.5% and all trade discounts, rebates and allowances) with the addition of 5% to cover profit, general attendance and other liabilities.

- 10.8 New metal or aluminium sockets shall be located in the correct position and set vertically into ground surrounded with 150mm thickness of plain concrete (1:9 -20mm ballast) with top 50mm below ground surface level.
- 10.9 At the start of the season erect goal posts.
At the end of the season dismantle goal posts and return to store.
- 10.10 Erect net stays and nets prior to each game and take down immediately after play.
(Indicative number of operations a year is a minimum of 60)

Mowing

- 10.11 The football pitch and surrounds shall be mowed and rolled all year round in such a way to produce a striped effect. The operation shall be carried out with a cylinder type pedestrian lawn mower, with a trailed seat roller, fitted with not less than 5 cutting blades and front and rear rollers set to give a regular and even finish free from ribbing. Grass clippings shall be boxed and disposed of. Mowing shall include the removal of stalks and bents.

Standards:

Period	Height
All year round <i>(Indicative number of operations a year is a minimum of 76)</i>	35 - 50mm

- 10.12 This operation shall be carried out in any event prior to each first team match.

Fertilising

- 10.13 When granulated fertilisers are to be used applications should preferably be made using a tractor mounted 'Vicon' or similar approved spreader, set to ensure an even distribution.

When rainfall is not imminent the Contractor shall thoroughly irrigate the treated area. On no account is fertiliser to be applied during periods of drought or in windy conditions. The Contractor shall give 24 hours notice of his intentions to fertilise. Fertilisers shall be applied in accordance with the manufacturer's instructions.

Fertilising programme

10.14 Month	Fertiliser Type N:P:K	Rate
May prior to overseeding/ renovation	6:9:6 granule	35 grm/sq.m
June	12:0:9 granule	A
July	12:0:9 granule	A
August 1 week prior to start of 1st team season	12:0:4 + 2%Fe + 0.5% Mg liquid	50 litres per hectare
October December February	4:0:10 + 2%Fe granule	35 grm/sq.m

Chemical treatments

10.15 Shall be carried out in accordance with Section 14.

The football pitch and surrounds shall be maintained free from weeds, moss, pests, worms and disease.

To achieve these standards the Contractor shall allow for chemical treatment applied in accordance with the manufacturers instructions:

- ♣ Herbicides
- ♣ Insecticides and Lumbricides
- ♣ Moss Killer
- ♣ Fungicides

Aeration/Slitting/Brushing/Chain Harrowing

10.16 The pitch and surrounds shall be brushed or smooth chain harrowed and aerated using an approved turf aerating machine set so as not to disturb the playing surface. The tines/slitters shall be sharp so as to cut through the turf without tearing. The equipment, turf truckster or tractor shall not exceed a speed of 4 mph. Penetration depths shall be in accordance with ground conditions and as required by the Council ranging between

100mm, 155mm, 200mm and at 100mm centres. The Contractor shall vary the direction and depth of slitting from that of the previous operation in order to relieve compaction and prevent the formation of a hard pan.

Each operation shall be carried out weekly from August - April inclusive. Smooth chain harrowing and brushing shall be carried out so as to present a striped effect. All mud or debris shall be swept up and disposed of.
(Indicative number of operations a year is a minimum of 37)

Irrigation

10.17 Irrigate the whole area of the pitch to ensure an even application of water as often as required to maintain a vibrant growth and to provide a suitable playing surface. The Contractor shall have due regard to any matches booked and prevailing weather conditions.

10.18 The Contractor shall be responsible for the supply and efficient function and maintenance of watering systems, spray lines, sprinklers, hose pipes and all fittings. The contractor shall ensure that hose pipes, sprinklers and all equipment is neatly stored when matches are to be played.

Replace Divots

10.19 After each game the Contractor shall inspect the pitch. All divots shall be replaced and firmed back in position. Badly worn areas shall be lightly pricked and teased by hand fork to restore levels. Particular attention shall be made to goal mouths, centre circles and touchlines.
(Indicative number of operations a year is a minimum of 43)

Hand Forking Wet Areas

10.20 During periods of wet weather, prior to a 1st Team match, any area holding surface water shall be hand forked to a minimum depth of 250mm to assist in rapid alleviation of surface water.

Snow

Provisional item for schedule of rates

10.21 During periods of snow all lines, markings and penalty areas shall be swept off and cleared. This item shall be applied when considered necessary by the Council and depending upon the thickness of the snow covering.

Sand

10.22 During periods of frost, freezing and wet weather, the goal mouths, penalty areas, centre circles or any areas which are a potential danger to players shall be raked evenly and treated with a lime free washed sand at 5kg per sq.metre.

Duty Groundsman

- 10.23 The Contractor shall provide 2 duty groundsmen for 3 hours each. They shall be on duty 1 hour prior to kick off, for the duration of the game and afterwards to take down nets and replace divots. The duration of the game shall be determined by the referee and on occasions time may be added on for stoppages, kick off delays and extra time. Should extra time be played then separate payment shall be made to cover the additional hours.

The duty groundsmen shall be required to carry out the following operations :

- ♣ Erect net stays and nets 1 hour prior to kick off. Take down and return to store after the match has ended.
- ♣ Position corner and half way line posts and return to store after match has ended
- ♣ Meet the referee and carry out any works he considers necessary such as :
- ♣ Remark any lines
- ♣ Spread sand as 10.5
- ♣ Repairs to posts and nets
- ♣ Replace divots and repair worn areas at half time

End of Season Renovation

- 10.24 Renovation operations shall commence immediately on the first day after the season has ended.

Scarifying

- 10.25 Prior to scarifying, the pitch and surrounds shall be mown in accordance with 10.11. The football pitch and surrounds shall be scarified to remove any build up of thatch, dead matter and the like using approved equipment. All arisings are to be boxed off, swept up and removed immediately to tip. The scarifying, in addition to removing thatch, will have raised stolons and loose stems. The pitch shall therefore be mown again as 10.11. Scarify again to an angle of 60 degrees from the horizontal of the first scarification and then repeat cutting.
- 10.26 The entire pitch and surrounds shall be Verti Drained using approved equipment set to penetrate to a maximum depth of 450mm or as agreed depending upon degree of compaction and soil conditions.
- 10.27 Once Verti Draining operations are completed, the Contractor shall apply a top dressing approved by the Council, a sample of which has been supplied one week previously. Top dressing material shall be in the range of:
70% fine grade, even particle, double washed, lime free sand.
30% screened loam
Top dressings shall be spread evenly over the verti drained area and be well worked into the surface using a drag mat or smooth chain harrow. The aim is to fill holes and create an even playing surface.

Overseeding

10.28 The entire football pitch, touch lines and surrounds shall be overseeded in 3 directions using a Charterhouse Over Seeder, or similar approved equipment, set to operate into the soil profile, each pass to be carried out at 60 degrees to that of the previous pass. The overseeder shall be set to deliver grass seed at 10 grms per sq.metre on each pass. i.e. 30 grms in total per sq.metre upon completion. Immediately following overseeding the entire area treated shall be chain harrowed so as to ensure an even application and correct any minor levels of disturbance.

Separate provision shall be made for the supply of grass seed.

Goal Mouths and Centre Circles

10.29 Areas devoid of grass in goal mouths and centre circles shall be forked over to a depth of 75mm incorporating the same top dressing mixture as 10.25. Each goal mouth and the centre circle shall receive 1 tonne. (3 tonne in total)
Cultivate to a workable fine tilth, grade and restore to existing contours, areas shall be trodden to an approved degree of firmness to provide an approved seed bed prior to seed sowing. Sow seed at 72 gms per sq.metre, lightly rake in to restore levels.
Following seeding these areas shall be covered with grow mats, supplied by the Council. During the period the grow mats are in use the Contractor shall ensure they are maintained firmly in position. When agreed, the Contractor shall remove the grow mats and return neatly to store.

ALDERSHOT FOOTBALL PITCH SCHEDULE

1000 MAINTAIN ALDERSHOT FOOTBALL PITCH PER PITCH PER YEAR

Maintain senior football pitch as specified above

The Contractor shall include for the supply of:

Materials

- ♣ Non Toxic marking out/whiting materials (blue colour in frost/snow)
- ♣ Ballast, sand, cement for setting in goal sockets
- ♣ Irrigation equipment
- ♣ Sand (for spreading in frost, freezing, wet weather)

Chemical Treatment

- ♣ Herbicides
- ♣ Insecticides and Lumbracides
- ♣ Moss Killer
- ♣ Fungicides

Separate provision shall be made for the supply of :

- ♣ Fertilisers
- ♣ Grass seed
- ♣ Top dressings

1001 SNOW REMOVAL

PER HOUR

Remove snow as in accordance with 10.21

SECTION 11

OUTDOOR HARD SPORTS COURTS - 1100 SERIES

GENERAL

11.1 All courts are Hard Courts constructed mainly of macadam. Games are played all year round.

For the purpose of this specification outdoor sports courts include:

- ♣ Tennis Courts
- ♣ Basket Ball Courts
- ♣ Football (5/6 A Side Courts)

All courts shall be kept in a state of readiness for play throughout the year.

Maintenance

11.2 Sweep courts, and dispose of arisings to tip as often as required to maintain a non-slip surface to the courts. (Blowers NOT permitted)
(Indicative number of operations a year is a minimum of 12)

11.3 The Contractor shall collect, remove and dispose of leaves, blossom and any deleterious matter as often as required to maintain a clear surface. (Blowers may be used to assist with this operation)
(Indicative number of operations a year is a minimum of 52)

11.4 Collect litter and debris, including broken glass, generated from the days play and dispose to tip immediately.

11.5 Whilst undertaking these operations the Contractor shall have regard to the condition of the courts and report any defects to the Council.

OUTDOOR SPORTS COURT SCHEDULE

1100 MAINTAIN OUTDOOR HARD SPORTS COURT

PER COURT PER YEAR

Maintain court in accordance with above

SECTION 12

HARD SURFACES - 1200 SERIES

GENERAL

12.0 This section deals with hard surfaces associated with paths, steps, drive ways and car parks in Parks, Gardens, Open Spaces and Recreation Grounds.

Maintenance

- 12.1 The Contractor shall clean around fixed obstacles and the moving and replacement of movable items of furniture and the like.
- 12.2 Care to be taken to ensure that arisings from sweeping are not allowed to enter gullies, grids and the like.
- 12.3 The Contractor shall sweep and remove dirt, litter, glass, cigarette ends, fallen leaves, twigs, fallen fruit, animal and bird droppings, winter grit and salt, and the like and hand pull any weeds not dealt with by chemical weed control and dispose to tip as often as required to maintain a clean safe surface..
- 12.4 Carcasses of animals and birds shall be collected and disposed of.
- 12.5 At each maintenance visit the Contractor shall have regard for the condition of the surface and report any defects to the Council.

Autumn Leaf Fall

12.6 Leaves shall be cleared from hard surfaces immediately after the leaf fall. All arisings, deleterious matter and the like shall be disposed of. All leaves shall be cleared by the end of December each year.

Chemical Weed Control

12.7 Shall be carried out in accordance with Section 14.

Hard surfaces shall be maintained free from weeds and moss.

To achieve these standards the Contractor shall allow for chemical treatment applied in accordance with the manufacturers instructions:

- ♣ Herbicides : Tank mix of Freeway and Round Up Pro or similar approved between February and April.

- ♣ Moss

Snow Clearance

- 12.8 The Contractor shall be required to undertake Snow Clearance, Gritting and Salting at The Aldershot Park Crematorium and Redan, Ship Lane and Victoria Road Cemeteries.

Snow Clearance, Gritting and Salting at other locations is only to be undertaken on the instructions of the Council.

- 12.9 Snow clearance is defined as being the complete removal of snow from the hard surface by wooden or plastic hand tools or mechanical blowers and stacking snow to the side of the surface. Snow shall not be stacked on planted beds or furniture. Snow shall not be stacked across other access routes or in such a way as to impede access or vision to and from other routes.
- 12.10 Gritting and salt treatment shall be undertaken immediately after snow clearance and where temperatures are forecast to fall below freezing and heavy frost is expected. The Contractor shall arrange to receive weather forecast information from the Council so that gritting can be undertaken in advance of expected frost and snow.

HARD SURFACES SCHEDULE

1200	MAINTAIN HARD SURFACES	PER 1000 SQ.METRES PER YEAR
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Sweep hard surfaces in accordance with 12.0 - 12.7 above

The Contractor shall include for the supply of materials for:

Chemical Treatment

- ♣ Herbicides
- ♣ Moss Killer

(Indicative number of operations a year is a minimum of 12)

1201	MAINTAIN HARD SURFACES CEMETERIES AND CREMATORIUM	PER 1000 SQ.METRES PER YEAR
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Sweep hard surfaces, including snow clearance, gritting and salt treatment in accordance with 12.0 - 12.10 above

The Contractor shall include for the supply of materials for:

- ♣ Gritting/Salt
- ♣ Herbicides
- ♣ Moss Killer

SECTION 13

SPECIAL EVENTS - 1300 SERIES

GENERAL

- 13.00 Parks, Gardens, Open Spaces and Recreation Grounds are periodically used by the Council and other bodies authorised and licensed by the Council to stage special events, shows and entertainments. These pose four additional requirements on the Contractor:
- ♣ adjusting scheduled maintenance to meet event dates
 - ♣ additional work to prepare for events
 - ♣ work and attendance during the event
 - ♣ reinstatements after the event.
- 13.01 The Contractor shall be given a programme of special events for the following year which will include:
- ♣ Bonfire and Fireworks Display
 - ♣ Donkey Derby
 - ♣ Kite Festival
 - ♣ Flower Festival and Green Family Funday
 - ♣ Tournaments - such as Football, Basket Ball, Rounders
 - ♣ Britain In Bloom
 - ♣ Play Schemes
 - ♣ Fun Fairs and Circus
- 13.02 The Contractor shall adapt the routine scheduled maintenance work to ensure areas used for events are fully prepared in accordance with the maintenance schedule for that area.
- 13.03 The Contractor shall provide labour and equipment to prepare and renovate event sites without causing considerable disruption from the routine works of this contract.
- 13.04 The Contractor shall attend briefing meetings with the Council and private event organisers as required to determine and agree the work schedule for event preparation.
- 13.05 Temporary line markings shall be clearly visible from a distance of 30 metres.
- 13.06 Areas designated to be roped off shall have a steel pin and single rope barrier erected along the perimeter line. After the event ropes and pins shall be dismantled, cleaned and returned to store.
- 13.07 Areas designated to be fenced off shall have a post and 1.3 metre high chestnut fence erected along the perimeter line. Posts shall be set firmly into the ground every 3 metres apart to which the chestnut fencing shall be firmly affixed.
After the event fencing and posts shall be dismantled, rolled up and returned to store.
- 13.08 Areas designated to be barriered shall have road barriers erected along the perimeter line.

After the event the barriers shall be removed and returned to store.

13.09 Temporary litter bins and refuse bins shall be placed in positions as agreed. After the event the bins shall be emptied and all litter disposed to tip. Bins shall be cleaned out and returned to store.

13.10 When required the Contractor shall undertake the clearance of litter after the event. and the reinstatement of areas as soon as practically possible.

SPECIAL EVENTS SCHEDULE

1300 SPECIAL EVENT

PER QUOTE

The Council and Contractor shall negotiate the sum payable depending upon the amount of works involved.

SECTION 14

CHEMICAL APPLICATIONS - 1400 SERIES

GENERAL

- 14.1 The operations of chemical application and the requirements of the Council shall vary throughout the Borough depending on use, type, degree of infestation and standards set. For the purpose of this specification Chemical Applications shall include the use of Pesticides (algaecides, fungicides, herbicides, insecticides, lumbricides, molluscides, nematocides, rodenticides and propriety brands of growth regulating chemicals) and Fertilisers.
- 14.2 Application of chemicals shall be undertaken in compliance to:
- ♣ The Food and Environmental Protection Act 1985
 - ♣ The Control of Pesticides Regulation 1986
 - ♣ Control of Substances Hazardous to Health Regulation 1988
 - ♣ The Control of Pollution Act 1974
 - ♣ The Health and Safety at Works Act 1974
 - ♣ MAFF Codes of Practice
- 14.3 A programme for chemical treatment shall be agreed with and approved with the Council at least 24 hours before any treatment is undertaken. The Contractor will agree with the Council details relating to:
- ♣ type of chemical and its active ingredient
 - ♣ timing of operation
 - ♣ rates of application
 - ♣ method of application

Storage

- 14.4 The storage of chemicals shall comply with the Health and Safety Executive guidance note A The Storage of Approved Pesticides by Farmers and Other Users.
- 14.5 Buildings and parts of buildings, used by the Contractor for the storage of chemicals shall have a warning notice prominently displayed reading NO SMOKING, NO NAKED FLAME, WARNING CHEMICALS.
- 14.6 Stores on the Council's property shall only be used for chemical storage with the approval of the Council. Chemicals shall not be stored in buildings or containers other than those previously agreed and approved by the Council.
- 14.7 Stores shall be categorised as follows:

Category	Quantity Stored in Lts or Kgs
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1	Less than 5
2	More than 5 but less than 50
3	More than 50 but less than 200
4	More than 200

- 14.8 The Contractor shall notify the local Fire Prevention Officer of the location of category 3 and 4 chemical stores. The Contractor shall provide these stores with the fire fighting equipment recommended by the Fire Prevention Officer.
- 14.9 Should the store hold at any one time in excess of 300 litres or 300kg of material, or any combination of liquid or dry material in excess of 300 units, the store shall comply with the terms of the Act and the storekeeper shall hold a certificate approved by the Minister of Agriculture. Details of registration of the store and the storekeeper shall be provided to the Council at the start of the Contract.
- 14.10 Chemicals shall be stored in their original containers and shall have clearly visible labels.
- 14.11 Pesticides and fertilisers shall be stored in such a way that prevents cross contamination
- 14.12 Each store shall have a notice prominently displayed that details the emergency telephone numbers and the available first-aiders.

Application

- 14.13 Chemical application shall only be carried out by operatives who have been trained and achieved the relevant qualification certification to undertake the work. Proof that Contractor's employees are suitably qualified shall be given to the Council.
- 14.14 Chemicals shall be applied in accordance with the manufacturers instructions and using the most appropriate equipment to suit the circumstances.
- 14.15 Spray equipment shall be suitable for the application of the chemical and of a size and capacity appropriate for the area to be treated.
- 14.16 Every effort shall be taken to prevent spray drift occurring. Spraying shall not be undertaken during windy weather and treatment shall automatically be suspended if the weather conditions deteriorate after the work has been started so that the treatment is likely to be/become abortive, dangerous and/or ineffective.
- 14.17 Granular formulations shall be applied at the recommended rate by means of approved sprayers and applicators. If there is no rainfall within 5 days after application the ground shall be irrigated.
- 14.18 The Contractor shall notify users of facilities, water course managers and other potentially affected persons/bodies of the intention to carry out a chemical application.
- 14.19 Warning signs shall be prominently displayed throughout the period of application reading, WARNING CHEMICAL APPLICATION IN PROGRESS. Warning signs shall remain in place for as long as required to restore the ground to general use.

14.20 The Contractor shall prevent ingress of chemicals into water systems.

Disposal

14.21 The Contractor shall be responsible for all costs in connection with the disposal of empty chemical containers, damaged and/or surplus stock and other containers used in the application process. Disposal shall be to a licensed tip or incinerator.

14.22 The Contractor shall maintain a contractual agreement with a licensed disposal unit for the disposal of chemically contaminated waste for the duration of this contract.

Transportation

14.23 Chemicals shall be transported in compliance with the requirements of the Road Traffic (carriage of dangerous Substances in Packages) Regulations 1986.

14.24 Chemicals shall be transported in such a way that does not allow cross contamination with other goods and products.

14.25 Pesticides and oxidising agents shall be transported on the same vehicle.

14.26 Chemicals shall not be transported within the contract area in containers of a capacity of greater than 200 litres/kilograms.

14.27 Vehicles used for transporting chemicals shall be equipped with First Aid and fire fighting equipment.

Recording

14.28 The Contractor shall maintain a record of each storage site and the stored contents.

14.29 The Contractor shall maintain a register of operatives qualified to apply and store chemicals within this contract.

14.30 The Contractor shall maintain a register of chemical applications stating the full details of each application.

FOOTBALL SCHEDULE

SITE	PITCH SIZE	EQUIPMENT
Aldershot Park		
Pitch 1	Senior 60 yds x 100 yds	4 sockets }
Pitch 2	? ? ?	4 posts } Per Pitch
Pitch 3	? ? ?	4 net stays }
Pitch 4	? ? ?	2 cross bars }
Pitch 5	? ? ?	
Pitch 6	? ? ?	
Pitch 7	? ? ?	Total for Site - 28 sockets, 28 net stays and 14 cross bars
North Lane		
Pitch 1 }	Senior 60 yds x 100 yds	4 sockets, 4 posts, 4 net stays 2 cross bars
Pitch 2 }	Mini soccer 30 yds x 40 yds}	} No equipment - teams supply
Pitch 3 }	? ? ? ? }Under	} own goals and nets
Pitch 4 }	? ? ? ? } 8's	}
Queens Road		
Pitch 1	Senior 68 yds x 106 yds	4 sockets, 4 posts, 4 net stays 2 cross bars
King George V		
Pitch 1	Senior 60 yds x 100 yds	4 sockets }
Pitch 2	? ? ?	4 posts } Per Pitch
Pitch 3	? ? ?	4 net stays }
		2 cross bars }
Aldershot High Street Recreation Ground - AFC		
Pitch 1	Senior 76 yds x 116 yds	4 sockets, 4 posts, 2 cross bars and Euro 96 net support system comprising 4 sockets, 4 posts with ratchet and webbing straps for net tensioning

SITE	PITCH SIZE	EQUIPMENT
Rectory Road		
Pitch 1	Senior 60 yds x 100 yds	4 sockets, 4 posts, 4 net stays 2 cross bars
Pitch 2	Mini soccer 40 yds x 60 yds Under 10's	No equipment - teams supply own goals
Farnborough Gate Sports Complex		
Pitch 1	Senior 68 yds x 104 yds	4 sockets, 4 posts, 4 net stays 2 cross bars
Cove Green		
Pitch 1	Senior 70 yds x 103 yds	4 sockets, 4 posts, 4 net stays 2 cross bars
Southwood		
Pitch 1	Senior 60 yds x 100 yds	4 sockets }
Pitch 2	? ? ?	4 posts } Per Pitch
Pitch 3	? ? ?	4 net stays }
Pitch 4	? ? ?	2 cross bars }
Pitch 5	Mini Soccer 30 yds x 40 yds Under 8's	No equipment - teams supply own goals
Oak Farm		
Pitch 1	Senior 60 yds x 100 yds	4 sockets, 4 posts, 4 net stays 2 cross bars
Pitch 2	Junior 56 yds x 100 yds	4 sockets, 4 posts, 4 net stays 2 cross bars
Moor Road		
Pitch 1	Senior 60 yds x 100 yds	4 sockets, 4 posts, 4 net stays 2 cross bars
Pitch 2	Mini 30 yds x 40 yds Under 8's	No equipment - teams supply own goals
Pitch 3	Mini 40 yds x 60 yds Under 10's	No equipment - teams supply own goals

FOOTBALL STOCK LEVELS

ALUMINIUM CONSTRUCTION EQUIPMENT - Type Euro 96

For use at:- Aldershot Football Pitch, Farnborough Gate, Queens Road

8 Sockets,
8 Upright Posts
4 Cross Bars
4 Backstays
2 Nets
8 Corner Posts

SUPER HEAVYWEIGHT EQUIPMENT

8 Sockets
8 Upright Posts
4 Cross Bars
4 Backstays
6 Nets
12 Corner Posts
50 Net Pegs

**SCHEDULE OF PLANT REQUIREMENTS
FOR INTERIOR FLORAL DECORATIONS**

MATERIAL TYPE SPECIES VARIETY	
FLOWERING SUBJECTS	
Aechmea Mixed	13cm pot plus
Anthurium Scherzerianum	“
Aphelandra Squarrosa	“
Azalea Indica	“
Chrysanthemums	“
Cineraria	“
Cyclamen	“
Erica Gracilis	“
Poinsettia	“
Gloxinia	“
Hippeastrum	“
Hydrangea Macrophylla	“
Kalanchoe Blossfeldiana	“
Primula Mixed	“
Solanum Capsicastrum	“
Spathiphyllum	“
Streptocarpus Hybrids	“

MATERIAL TYPE SPECIES VARIETY	
FOLIAGE SUBJECTS	
Aglaonema Crispum Maria	13cm pot plus
Chlorophytum Comosum Variegatum	“
Cissus Antarctica	“
Cordyline Terminalis Various Cultivars	“
Codiaeum Variegatum	“
Dracaena Various Cultivars	“
Fatsia Japonica	“
Ficus Benhamina Various Cultivars	“
Ficus Elastica Various Cultivars	“
Ficus Pumila	“
Hedera Various Cultivars	“
Maranta Various Cultivars	“
Monstera Deliciosa	“
Pandanus Veitchii	“

MATERIAL TYPE SPECIES VARIETY	
Peperomia Various Cultivars	13 cm pot plus
Philodendron Various Cultivars	“
Pilea Various Cultivars	“
Sansevieria Trifasciata	“
Schefflera Various Cultivars	“
Ananas Comosum Variegatus	“
Scindapsus Aureus	“
Yucca Elephantipes	“
Phoenix Canariensis	“
Asplenium Nidus	“
Calathea Various Cultivars	“
Fittonia Various Cultivars	“
Rhoeo Discolor	“
Setcreasea Purpurea	“
Palms Various Cultivars	

--	--

BILLS OF QUANTITIES / SCHEDULE OF RATES

PREAMBLE

1. Attention is directed to all the documents comprised in the contract documents and these are to be read in conjunction with the Bills of Quantities and Schedule of Rates. The Contractor shall visit the area to satisfy himself as to the local conditions, the full extent and character of the operation, parking and general traffic conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally as no claim on the grounds of want of knowledge will be entertained.
2. The Supervising Officer or his representative will be available during the tender period to answer any queries. The Supervising Officer does not have the power to alter any of the documents or the intent.

SCHEDULE 19

Draft Transfers for the transfer of the Western Primary School and Eastern Primary School

Land Registry
Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

	<p>1 Title number(s) out of which the property is transferred:</p> <p>HP 605516</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>Land on the South East Side of the A325, Farnborough Road, Farnborough, Hampshire</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown:</p> <p>edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>[Secretary of State for Defence]/[Grainger Plc]</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p>[N/A]/[00125575]</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p>

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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

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

Place 'X' in any box that applies.

Add any modifications.

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

6 Transferee for entry in the register:

Hampshire County Council

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

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

7 Transferee's intended address(es) for service for entry in the register:

The Castle Winchester Hampshire SO23 8UJ

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

£1 (one pound)

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

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

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

Complete as necessary.

limited title guarantee

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

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

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

they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

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

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

12 Additional provisions

12.1 DEFINITIONS

In this deed, unless the context otherwise requires the following definitions apply:

12.1.1 “**1994 Act**” the Law of Property (Miscellaneous Provisions) Act 1994;

12.1.2 “**Access Routes**” means all means of access to and egress from the Property to and from an adopted highway in such positions and along such boundaries of the Property as are shown [] on Plan [] *to be confirmed* or as may otherwise be agreed by the Transferor and the Transferee;

12.1.3 “**Plans**” the plans annexed to this transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered;

12.1.4 “**Retained Land**” the land and buildings retained by the Transferor being that part of the land now comprised in title number HP 605516 as is not comprised in the Property;

12.1.5 “**Section 106 Agreement**” means the agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] 2013 and made between Rushmoor Borough Council (1) Hampshire County Council (2) Secretary of State for Defence (3) and Grainger Plc (4);

12.1.6 “**Services**” water soil gas oil electricity telephone television radio facsimile telecommunications data communications and other similar services and supplies;

12.1.7 “**Service Media**” all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues watercourses and any other

conducting media and associated equipment for the supply of Services which abut or upon being constructed pursuant to the provisions of the Section 106 Agreement will abut the Property and which in the case of the Property shall connect the Property to existing Service Media which have adequate capacity to accommodate and meet the requirements for the use of the Property;

12.1.8 **"Transferee's Maintenance Costs"** means a fair and reasonable proportion of all payments, costs and expenses incurred by or on behalf of the owners for the time being of the Retained Land in connection with repairing, maintaining, replacing, remedying, cleaning and lighting the Access Routes and the costs of repairing, maintaining, replacing, renewing and cleaning any of the Service Media used in common between the Property and the Retained Land and all such costs incurred in relation to any Service Media which serve only the Property;

12.1.9 **"VAT"** Value Added Tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto and any tax similar or equivalent to Value Added Tax imposed by any country other than the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same;

12.1.10 **"Western Primary School"** means a 3 form entry primary school constructed on the Property; and

12.1.11 **"Western Primary School Land"** means the land not less than 2.8 hectares shown [] on Plan [] upon which the Western Primary School lies.

12.2 INTERPRETATION

12.2.1 The clause headings in this transfer are for reference only and do not affect the construction or the interpretation of this transfer

12.2.2 Where two or more persons are included in the respective expressions the "Transferor" and/or the "Transferee" the covenants and agreements which are respectively expressed to be made by the Transferor and/or the Transferee shall be deemed to be made by such persons jointly and severally

12.2.3 Words importing one gender are to be construed as importing any other gender

12.2.4 Words importing the singular are to be construed as importing the plural and vice versa and words importing persons are to include firms companies and corporations and vice versa

12.2.5 Any reference to any legislation (whether specifically named or not) is to include any modification extension amendment or re-enactment of that legislation for the time being in force and all instruments orders notices regulations directions byelaws permissions and plans for the time being made issued or given thereunder or deriving

validity therefrom

12.2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa

12.3 TRANSFER

The Transferor transfers the Property to the Transferee subject to and with the benefit of the matters contained or referred to in the Section 106 Agreement.

12.4 RIGHTS GRANTED

12.4.1 The Property is transferred together with and for the benefit of each and every part of the Property the rights set out in the First Schedule

12.4.2 The rights set out in the First Schedule shall where the context admits be exercisable in common with the Transferor its successors in title and all persons authorised by it or them or having a like right

12.5 RIGHTS RESERVED

There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the rights set out in the Second Schedule

12.6 COVENANTS BY THE TRANSFEE

12.6.1 The Transferee covenants with the Transferor and its successors in title to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land to observe and perform the obligations set out in the Third Schedule

12.6.2 Any obligation not to do any act or thing shall include an obligation not knowingly to permit or suffer that act or thing to be done by another person

12.7 COVENANTS BY THE TRANSFEROR

The Transferor covenants with the Transferee to the intent that the benefit thereof may be annexed to and run with each and every part of the Property to observe and perform the obligations set out in the Fourth Schedule until such time as the Access Routes shall become adopted as public highway maintainable at public expense

12.8 DECLARATIONS

12.8.1 Section 62 of the Law of Property Act 1925 will not apply to this transfer and except for any rights expressly granted by this transfer nothing will (whether by implication of law or otherwise) operate or be deemed to operate to confer on the Transferee any easement quasi-easement privilege or advantage whatsoever over or against

the whole or any part of any adjoining or neighbouring land of the Transferor

- 12.8.2 The Transferee and its successors in title shall not be or become entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose
- 12.8.3 Any dispute between the parties or their respective successors in title in connection with any payment required pursuant to any covenant set out in the Third Schedule (other than in respect of interpretation or law) shall be referred at the request of either party to arbitration in accordance with the Arbitration Act 1996 such arbitrator to be agreed between the parties or failing agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors
- 12.8.4 Upon any disposal of all of its interest in the whole or any part of the Property the Transferee shall be automatically released from any liability arising in connection with the obligations set out in the Third Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Third Schedule unless the disponent has first entered into a direct covenant with the Transferor and its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by the disponent
- 12.8.5 Upon any disposal of all of its interest in the whole or any part of the Retained Land the Transferor shall be automatically released from any liability arising in connection with the obligations set out in the Fourth Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Fourth Schedule unless the disponent has first entered into a direct covenant with the Transferee and its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by the disponent

12.9 INDEMNITY COVENANT

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise) covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants agreements restrictions stipulations provisions and conditions and other matters contained or referred to in the Registers of Title Number HP605516 as at the date hereof (save those relating to mortgages or charges by way of legal mortgage) so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep indemnified the Transferor from and against all actions, claims demands losses costs expenses damages and liability in any way relating to any non-observance or non-performance thereof

12.9.1

12.10 IMPLIED COVENANTS

12.10.1 The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words "at his own cost" which shall be deemed to be deleted therefrom and the following words substituted therefore "at the cost of the person to whom he disposes of the property"

12.10.2 The covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words "and could not reasonably be expected to" which shall be deemed to be deleted therefrom

12.10.3 The covenant set out in section 2(1)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters now recorded in registers open to public inspection which for the purposes of section 6(2) thereof are considered to be within the actual knowledge of the person to whom the disposition is made

12.10.4 The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters now recorded in registers open to public inspection which for the purposes of section 6(2) thereof are considered to be within the actual knowledge of the person to whom the disposition is made

12.11 RESTRICTION ON THE REGISTER

12.11.1 The parties hereby apply to the Chief Land Registrar for a restriction to be placed on the Proprietorship Register of the Property in the following form:-

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer confirming that the provisions of paragraph 5 of Part II of the Third Schedule of a transfer dated [insert date hereof] and between (1) [Secretary of State for Defence]/[Grainger Plc] and (2) Rushmoor Borough Council have been complied with.

12.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed

THE FIRST SCHEDULE

(Rights Granted)

1. Rights of way [to the extent necessary]

The right for the Transferee its successors in title and all persons authorised by it or them at all times and for all purposes in connection with the use and

enjoyment of the Property to pass and repass with or without vehicles until the same shall become adopted as public highways maintainable at public expense over and along the Access Routes. The benefit of this right is subject to the owner of the Property paying to the owner of the Retained Land the Transferee's Maintenance Costs until such time as the Access Routes shall become adopted public highways maintainable at public expense PROVIDED THAT in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such Access Routes or any part thereof which are for general use by occupiers of the Retained Land and/or public transport

2. Services [to the extent necessary]

- 2.1 The right to free and uninterrupted passage and running of Services from and to the Property and any buildings which for the time being are on the Property through the Service Media which are now or which may at any time hereafter be laid in on over under or through the [Retained Land] but which do not exclusively serve the Retained Land for the use and enjoyment of the Property. The benefit of this right is subject to the owner of the Property paying to the owner of the [Retained Land] the Transferee's Maintenance Costs.
- 2.2 The right at all reasonable times and on giving reasonable prior notice (except in case of emergency) for the Transferee its successors in title and all persons authorised by it or them to enter onto the [Retained Land] but not any buildings thereon to inspect, repair, maintain, renew and cleanse the Service Media exclusively serving the Property subject to the person exercising such right causing as little damage and inconvenience as possible and immediately making good any damage thereby caused and paying to the Transferor or its successors in title (as the case may be) reasonable compensation in respect of any losses incurred by it or them directly resulting from such damage.

3. Support

The right of support for the Property and any buildings on it from the Retained Land and any buildings on it.

4. Plan

The right before the date of this Transfer to obtain from the Transferor a Land Registry compliant plan showing the location and size of the Western Primary School Land.

THE SECOND SCHEDULE

(Rights Reserved)

1. Rights of Way

A right of way for all purposes at all times with or without vehicles over and along any roads now or at any time hereafter forming part of the Property and a right of way for all purposes at all times on foot only over and along any footpaths now or at any time hereafter forming part of the Property subject to such rights terminating over any road or footpath when (if at all) that road or footpath

becomes a public right of way.

2. Services

2.1 The right to the free and uninterrupted passage and running of Services from and to the Retained Land and any buildings which for the time being are on the Retained Land through the Service Media which are now or which may at any time hereafter be laid in on over under or through the Property but which do not exclusively serve the Property and the right to make connections thereto.

2.2 The right at all reasonable times and on giving reasonable prior notice (except in case of emergency) for the Transferor its successors in title and all persons authorised by it or them to enter onto the Property as necessary with or without workmen, tools, appliances, scaffolding and materials for the purposes of:-

2.2.1 inspecting, repairing, maintaining, renewing, laying, renewing and cleansing the Service Media in under or over the Property

2.2.2 carrying out such works as may reasonably be required to facilitate the development of the Retained Land

subject to the person exercising such right causing as little damage and inconvenience as possible and promptly making good any damage thereby caused.

3. New services

The right at reasonable times and on giving reasonable prior notice (except in the case of an emergency) for the Transferor its successors in title and all persons authorised by it or them to enter onto and remain at the Property as necessary with or without workmen, tools, appliances, scaffolding and materials to excavate, construct, lay and install new Service Media under any parts of the Property for the passage of Services to and from the Retained Land subject to the person exercising such right causing as little damage and inconvenience as possible and promptly making good any damage thereby caused.

4. Support

The right of support for the Retained Land and any buildings on it from the Property and any buildings on it.

5. Building

The right at any time to build, develop, rebuild, alter or use the whole or any part of the Retained Land or any building for the time being on the Retained Land in such manner that the Transferor or its successors in title may wish notwithstanding that such building development, rebuilding, alteration or use may interfere with or diminish the amenity of the Property or the access of light and air thereto.

6. If appropriate easements are unascertainable

All such easements rights privileges and advantages over the Property as would have passed by virtue of Section 62 of the Law of Property Act 1925 on a transfer of the Retained Land to a third party if that transfer had been made immediately before this transfer and if there had been diversity of occupation at that time

THE THIRD SCHEDULE
(Covenants by Transferee)

Part I

1 User

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will not:

- 1.1 Use or permit the Property to be used in a manner which may be or become (whether or not amounting to a legal nuisance) an annoyance, disturbance or cause damage to the owners of the Retained Land.
- 1.2 Use the Property for any purpose whatsoever other than for all purposes connected with the constructing, maintaining and running of the Western Primary School.

2 Restrictions on building

Not to make any structural alteration or extension to the building(s) now on the Property or erect any additional structures whether of a temporary or permanent nature unless plans showing accurately the layout design and elevation have first been submitted in duplicate to the Transferor or its successors in title and the owners for the time being of the Retained Land for approval and written approval given (such approval not to be unreasonably withheld)

Part II

3 Repair and Maintenance

- 3.1 To maintain the land and any building(s) now or at any time hereafter constructed on the Western Primary School Land in good repair and condition.
- 3.2 To keep all external parts of the Property clean and tidy and landscaped areas properly cultivated and tended.

4 Maintenance costs

To pay the Transferee's Maintenance Costs on demand to the owners of the relevant part of the Retained Land.

5 Disposals of the Property

Not to make any disposal of the whole or any part of the Property without first procuring that the disponee (and the disponee's successors in title) has entered into a deed of covenant with the Transferor (and the Transferor's successors in title) to observe and perform the Transferee's obligations set out in paragraphs 1 and 2 of the First Schedule and Part II of the Third Schedule including this paragraph.

THE FOURTH SCHEDULE
(Covenants by Transferor)

Part I

1 Not to obstruct right of way

Not to obstruct the Access Routes

Part II

3 Maintenance of shared accessway

Subject as a condition precedent to the Transferee or its successors in title paying the Transferee's Maintenance Costs to maintain such part of the Access Routes as shall be within its ownership in good repair and condition until such time as the same shall become adopted as public highways maintainable at public expense.

4 Disposals of the Access Routes

Not to make any disposal of the whole or any part of the Access Routes without first procuring that the disponent (and the disponent's successors in title) has entered into a deed of covenant with the Transferee (and the Transferee's successors in title) to observe and perform the obligations set out in Part II of the Fourth Schedule including this paragraph unless at the time of such disposal the Access Route(s) forming part of the land being disposed of shall have already become adopted as public highways maintainable at public expense in which case this covenant shall cease to apply.

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

13 Execution

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

[EXECUTION CLAUSES – TBC]

WARNING

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

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

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

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Land Registry

Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

	<p>1 Title number(s) out of which the property is transferred:</p> <p>HP 605516</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>Land on the South East Side of the A325, Farnborough Road, Farnborough, Hampshire</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown:</p> <p>edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>[Secretary of State for Defence]/[Grainger Plc]</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p>[N/A]/[00125575]</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p>

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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

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

Place 'X' in any box that applies.

Add any modifications.

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

6 Transferee for entry in the register:

Hampshire County Council

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

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

7 Transferee's intended address(es) for service for entry in the register:

The Castle Winchester Hampshire SO23 8UJ

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

£1 (one pound)

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

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

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

Complete as necessary.

limited title guarantee

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

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

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

they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

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

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

12 Additional provisions

12.1 DEFINITIONS

In this deed, unless the context otherwise requires the following definitions apply:

12.1.1 **"1994 Act"** the Law of Property (Miscellaneous Provisions) Act 1994;

12.1.2 **"Access Routes"** means all means of access to and egress from the Property to and from an adopted highway in such positions and along such boundaries of the Property as are shown [] on Plan [] *to be confirmed* or as may otherwise be agreed by the Transferor and the Transferee;

12.1.3 **"Eastern Primary School"** means a 2 form entry primary school constructed on the Property; and

12.1.4 **"Eastern Primary School Land"** means the land not less than 2 hectares shown [] on Plan [] upon which the Eastern Primary School lies.

12.1.5 **"Plans"** the plans annexed to this transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered;

12.1.6 **"Retained Land"** the land and buildings retained by the Transferor being that part of the land now comprised in title number HP 605516 as is not comprised in the Property;

12.1.7 **"Section 106 Agreement"** means the agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] 2013 and made between Rushmoor Borough Council (1) Hampshire County Council (2) Secretary of State for

Defence (3) and Grainger Plc (4);

12.1.8 **"Services"** water soil gas oil electricity telephone television radio facsimile telecommunications data communications and other similar services and supplies;

12.1.9 **"Service Media"** all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues watercourses and any other conducting media and associated equipment for the supply of Services which abut or upon being constructed pursuant to the provisions of the Section 106 Agreement will abut the Property and which in the case of the Property shall connect the Property to existing Service Media which have adequate capacity to accommodate and meet the requirements for the use of the Property;

12.1.10 **"Transferee's Maintenance Costs"** means a fair and reasonable proportion of all payments, costs and expenses incurred by or on behalf of the owners for the time being of the Retained Land in connection with repairing, maintaining, replacing, remedying, cleaning and lighting the Access Routes and the costs of repairing, maintaining, replacing, renewing and cleaning any of the Service Media used in common between the Property and the Retained Land and all such costs incurred in relation to any Service Media which serve only the Property;

12.1.11 **"VAT"** Value Added Tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto and any tax similar or equivalent to Value Added Tax imposed by any country other than the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same;

12.2 INTERPRETATION

12.2.1 The clause headings in this transfer are for reference only and do not affect the construction or the interpretation of this transfer

12.2.2 Where two or more persons are included in the respective expressions the "Transferor" and/or the "Transferee" the covenants and agreements which are respectively expressed to be made by the Transferor and/or the Transferee shall be deemed to be made by such persons jointly and severally

12.2.3 Words importing one gender are to be construed as importing any other gender

12.2.4 Words importing the singular are to be construed as importing the plural and vice versa and words importing persons are to include firms companies and corporations and vice versa

12.2.5 Any reference to any legislation (whether specifically named or not) is to include any modification extension amendment or re-enactment of that legislation for the time being in force and all instruments orders notices regulations directions byelaws permissions and plans for the time being made issued or given thereunder or deriving

validity therefrom

12.2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa

12.3 **TRANSFER**

The Transferor transfers the Property to the Transferee subject to and with the benefit of the matters contained or referred to in the Section 106 Agreement.

12.4 **RIGHTS GRANTED**

12.4.1 The Property is transferred together with and for the benefit of each and every part of the Property the rights set out in the First Schedule

12.4.2 The rights set out in the First Schedule shall where the context admits be exercisable in common with the Transferor its successors in title and all persons authorised by it or them or having a like right

12.5 **RIGHTS RESERVED**

There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the rights set out in the Second Schedule

12.6 **COVENANTS BY THE TRANSFEE**

12.6.1 The Transferee covenants with the Transferor and its successors in title to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land to observe and perform the obligations set out in the Third Schedule

12.6.2 Any obligation not to do any act or thing shall include an obligation not knowingly to permit or suffer that act or thing to be done by another person

12.7 **COVENANTS BY THE TRANSFEROR**

The Transferor covenants with the Transferee to the intent that the benefit thereof may be annexed to and run with each and every part of the Property to observe and perform the obligations set out in the Fourth Schedule until such time as the Access Routes shall become adopted as public highway maintainable at public expense

12.8 **DECLARATIONS**

12.8.1 Section 62 of the Law of Property Act 1925 will not apply to this transfer and except for any rights expressly granted by this transfer nothing will (whether by implication of law or otherwise) operate or be deemed to operate to confer on the Transferee any easement quasi-easement privilege or advantage whatsoever over or against

the whole or any part of any adjoining or neighbouring land of the Transferor

- 12.8.2 The Transferee and its successors in title shall not be or become entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose
- 12.8.3 Any dispute between the parties or their respective successors in title in connection with any payment required pursuant to any covenant set out in the Third Schedule (other than in respect of interpretation or law) shall be referred at the request of either party to arbitration in accordance with the Arbitration Act 1996 such arbitrator to be agreed between the parties or failing agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors
- 12.8.4 Upon any disposal of all of its interest in the whole or any part of the Property the Transferee shall be automatically released from any liability arising in connection with the obligations set out in the Third Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Third Schedule unless the disponent has first entered into a direct covenant with the Transferor and its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by the disponent
- 12.8.5 Upon any disposal of all of its interest in the whole or any part of the Retained Land the Transferor shall be automatically released from any liability arising in connection with the obligations set out in the Fourth Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Fourth Schedule unless the disponent has first entered into a direct covenant with the Transferee and its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by the disponent

12.9 INDEMNITY COVENANT

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise) covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants agreements restrictions stipulations provisions and conditions and other matters contained or referred to in the Registers of Title Number HP605516 as at the date hereof (save those relating to mortgages or charges by way of legal mortgage) so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep indemnified the Transferor from and against all actions, claims demands losses costs expenses damages and liability in any way relating to any non-observance or non-performance thereof

12.9.1

12.10 IMPLIED COVENANTS

12.10.1 The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words "at his own cost" which shall be deemed to be deleted therefrom and the following words substituted therefore "at the cost of the person to whom he disposes of the property"

12.10.2 The covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words "and could not reasonably be expected to" which shall be deemed to be deleted therefrom

12.10.3 The covenant set out in section 2(1)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters now recorded in registers open to public inspection which for the purposes of section 6(2) thereof are considered to be within the actual knowledge of the person to whom the disposition is made

12.10.4 The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters now recorded in registers open to public inspection which for the purposes of section 6(2) thereof are considered to be within the actual knowledge of the person to whom the disposition is made

12.11 RESTRICTION ON THE REGISTER

12.11.1 The parties hereby apply to the Chief Land Registrar for a restriction to be placed on the Proprietorship Register of the Property in the following form:-

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer confirming that the provisions of paragraph 5 of Part II of the Third Schedule of a transfer dated [insert date hereof] and between (1) [Secretary of State for Defence]/[Grainger Plc] and (2) Hampshire County Council have been complied with.

12.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed

THE FIRST SCHEDULE

(Rights Granted)

1. Rights of way [to the extent necessary]

The right for the Transferee its successors in title and all persons authorised by it or them at all times and for all purposes in connection with the use and

enjoyment of the Property to pass and repass with or without vehicles until the same shall become adopted as public highways maintainable at public expense over and along the Access Routes. The benefit of this right is subject to the owner of the Property paying to the owner of the Retained Land the Transferee's Maintenance Costs until such time as the Access Routes shall become adopted public highways maintainable at public expense PROVIDED THAT in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such Access Routes or any part thereof which are for general use by occupiers of the Retained Land and/or public transport

2. Services [to the extent necessary]

2.1 The right to free and uninterrupted passage and running of Services from and to the Property and any buildings which for the time being are on the Property through the Service Media which are now or which may at any time hereafter be laid in on over under or through the [Retained Land] but which do not exclusively serve the Retained Land for the use and enjoyment of the Property. The benefit of this right is subject to the owner of the Property paying to the owner of the [Retained Land] the Transferee's Maintenance Costs.

2.2 The right at all reasonable times and on giving reasonable prior notice (except in case of emergency) for the Transferee its successors in title and all persons authorised by it or them to enter onto the [Retained Land] but not any buildings thereon to inspect, repair, maintain, renew and cleanse the Service Media exclusively serving the Property subject to the person exercising such right causing as little damage and inconvenience as possible and immediately making good any damage thereby caused and paying to the Transferor or its successors in title (as the case may be) reasonable compensation in respect of any losses incurred by it or them directly resulting from such damage.

3. Support

The right of support for the Property and any buildings on it from the Retained Land and any buildings on it.

THE SECOND SCHEDULE

(Rights Reserved)

1. Rights of Way

A right of way for all purposes at all times with or without vehicles over and along any roads now or at any time hereafter forming part of the Property and a right of way for all purposes at all times on foot only over and along any footpaths now or at any time hereafter forming part of the Property subject to such rights terminating over any road or footpath when (if at all) that road or footpath becomes a public right of way.

2. Services

2.1 The right to the free and uninterrupted passage and running of Services from

and to the Retained Land and any buildings which for the time being are on the Retained Land through the Service Media which are now or which may at any time hereafter be laid in on over under or through the Property but which do not exclusively serve the Property and the right to make connections thereto.

2.2 The right at all reasonable times and on giving reasonable prior notice (except in case of emergency) for the Transferor its successors in title and all persons authorised by it or them to enter onto the Property with or without workmen, tools, appliances, scaffolding and materials for the purposes of:-

2.2.1 inspecting, repairing, maintaining, renewing, laying, renewing and cleansing the Service Media in under or over the Property

2.2.2 carrying out such works as may reasonably be required to facilitate the development of the Retained Land

subject to the person exercising such right causing as little damage and inconvenience as possible and promptly making good any damage thereby caused.

3. New services

The right at reasonable times and on giving reasonable prior notice (except in the case of an emergency) for the Transferor its successors in title and all persons authorised by it or them to enter onto the Property as necessary with or without workmen, tools, appliances, scaffolding and materials to excavate, construct, lay and install new Service Media under any parts of the Property for the passage of Services to and from the Retained Land subject to the person exercising such right causing as little damage and inconvenience as possible and promptly making good any damage thereby caused.

4. Support

The right of support for the Retained Land and any buildings on it from the Property and any buildings on it.

5. Building

The right at any time to build, develop, rebuild, alter or use the whole or any part of the Retained Land or any building for the time being on the Retained Land in such manner that the Transferor or its successors in title may wish notwithstanding that such building development, rebuilding, alteration or use may interfere with or diminish the amenity of the Property or the access of light and air thereto.

6. If appropriate easements are unascertainable

All such easements rights privileges and advantages over the Property as would have passed by virtue of Section 62 of the Law of Property Act 1925 on a transfer of the Retained Land to a third party if that transfer had been made immediately before this transfer and if there had been diversity of occupation at that time

THE THIRD SCHEDULE

(Covenants by Transferee)

Part I

1 User

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will not:

- 1.1 Use or permit the Property to be used in a manner which may be or become (whether or not amounting to a legal nuisance) an annoyance, disturbance or cause damage to the owners of the Retained Land.
- 1.2 Use the Property for any purpose whatsoever other than for all purposes connected with the constructing, maintaining and running of the Eastern Primary School.

2 Restrictions on building

Not to make any structural alteration or extension to the building(s) now on the Property or erect any additional structures whether of a temporary or permanent nature unless plans showing accurately the layout design and elevation have first been submitted in duplicate to the Transferor or its successors in title and the owners for the time being of the Retained Land for approval and written approval given (such approval not to be unreasonably withheld)

Part II

3 Repair and Maintenance

- 3.1 To maintain the land and any building(s) now or at any time hereafter constructed on the Eastern Primary School Land in good repair and condition.
- 3.2 To keep all external parts of the Property clean and tidy and landscaped areas properly cultivated and tended.

4 Maintenance costs

To pay the Transferee's Maintenance Costs on demand to the owners of the relevant part of the Retained Land.

5 Disposals of the Property

Not to make any disposal of the whole or any part of the Property without first procuring that the disponent (and the disponent's successors in title) has entered into a deed of covenant with the Transferor (and the Transferor's successors in title) to observe and perform the Transferee's obligations set out in paragraphs 1 and 2 of the First Schedule and Part II of the Third Schedule including this paragraph.

THE FOURTH SCHEDULE

(Covenants by Transferor)

Part I

1 Not to obstruct right of way

Not to obstruct the Access Routes

Part II

4. Maintenance of shared accessway

Subject as a condition precedent to the Transferee or its successors in title paying the Transferee's Maintenance Costs to maintain such part of the Access Routes as shall be within its ownership in good repair and condition until such time as the same shall become adopted as public highways maintainable at public expense.

4 Disposals of the Access Routes

Not to make any disposal of the whole or any part of the Access Routes without first procuring that the disponee (and the disponee's successors in title) has entered into a deed of covenant with the Transferee (and the Transferee's successors in title) to observe and perform the obligations set out in Part II of the Fourth Schedule including this paragraph unless at the time of such disposal the Access Route(s) forming part of the land being disposed of shall have already become adopted as public highways maintainable at public expense in which case this covenant shall cease to apply.

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

13 Execution

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

[EXECUTION CLAUSES – TBC]

WARNING

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

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

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

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IN WITNESS whereof the parties have executed as a Deed the day and year first before written.

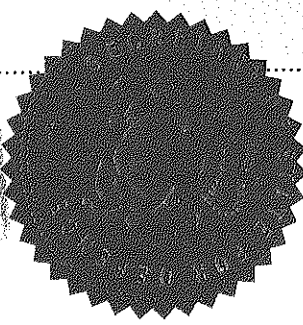
EXECUTED as a DEED by affixing the)
COMMON SEAL of)
RUSHMOOR BOROUGH COUNCIL)
in the presence of:)

28/14

Leader of the Council *[Signature]*

Solicitor to the Council *[Signature]*

SEAL
No. 31642



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

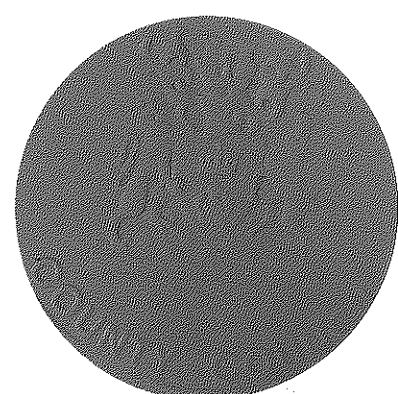
[Signature]

Authorised Signatory

THE CORPORATE SEAL of THE)
SECRETARY OF STATE FOR DEFENCE)
hereunto affixed is hereby authenticated by:)

Authorised by the Secretary of State *[Signature]* 82

Executed as a DEED
by affixing the common
Seal of Hampshire
county council in
the presence of.



EXECUTED as a DEED by)
GRAINGER PLC)
In the presence of:)

Authorised Signatory

A R Cunningham

Name authority and position of Signatory

A. R. Cunningham
CEO

Authorised Signatory

N. Jopling

Name authority and position of Signatory

N. Jopling
DIRECTOR

EXECUTED as a DEED by)
GRAINGER (ALDERSHOT) LIMITED)
In the presence of:)

Authorised Signatory

A R Cunningham

Name authority and position of Signatory

A. R. Cunningham
DIRECTOR

Authorised Signatory

N. Jopling

Name authority and position of Signatory

N. Jopling
DIRECTOR