## **PARTIES**

(1) Hampshire County Council of The Castle, WINCHESTER, Hampshire, SO23 8UJ (hereinafter referred to as (the "Council")

and

- (2) Petersfield Town Council of Petersfield Council, The Town Hall, Heath Road, Petersfield, GU31 4EA (the "Service Purchaser")
- 1.1 In this Agreement, the following definitions apply:

Agreement	these Conditions together with the Schedules.				
Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.				
Charges	the charges payable by the Service Purchaser for the supply of the Services in accordance with this Agreement.				
Commencement Date	has the meaning set out in Condition 2.				
Conditions	these terms and conditions as amended from time to time in accordance with Condition 15.				
Confidential Information	means any information or matter which is not in the public domain and which relates to the affairs of the Council, or any of its contacts.				
Data Protection Legislation	means the Data Protection Act 1998 (DPA) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; and any successor legislation specifically including the General Data Protection Regulation; (EU 2016/679) (GDPR) when it enters into force on 25th May 2018.				
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or getup, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information(including but not limited to any know-how, reports, information, data, technical and commercial information relating to research, design, development and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the				

	world;			
Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services			
Parties	the Council and the Service Purchaser, and Party shall be construed accordingly.			
Personal Data	the personal data as defined by the Data Protection Legislation			
Services	the services supplied by the Council to the Service Purchaser as set out in the Agreement;			
Specifications	description of the Service provided attached and marked Schedule 2			

- 1.2 Condition, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or reenacts.
- 1.8 A reference to **writing** or **written** includes e-mail but not faxes.
- 1.9 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

#### 2. COMMENCEMENT AND DURATION

2.1 This Agreement shall take effect from the 26.2.2018 as set out in Part 1 of Schedule 1 and shall continue for the initial Term unless terminated earlier in accordance with Condition 9 (*Termination*).

#### 3. SUPPLY OF SERVICES

- 3.1 The Council shall provide the Service in accordance with schedule 2 of this Agreement.
- 3.2 In consideration of the provision of the Service, the Service Purchaser shall pay the Charges in accordance with schedule 1 of this Agreement. The Service Purchaser agrees that where costs are indicative at the start of the Services, the Council shall notify the Service Purchaser of the Charges and the Service Purchaser shall pay these in accordance with schedule 1.
- 3.3 Each warrants, represents and undertakes that it has full capacity and authority to enter into and to perform this Agreement and will perform and procure the performance of its obligations under this Agreement in compliance with all applicable laws.
- 3.4 The Council will try and ensure that all the Necessary Consents are in place to provide the Services and the Service Purchaser shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same. In the event the Council, having made all reasonable attempts, is unable to obtain the Necessary Consents, the Council shall notify the Service Purchaser and the Parties shall redefine the Services in Schedule 2 accordingly, and agree relevant adjustments, in writing.
- 3.5 The Service Purchaser acknowledges some elements of the Services shall be carried out by subcontractors' (appointment by the Council through a competitive process). If any delay is caused to the planned programme in Schedule 2 due to the subcontractors' availability or due to any emergency works undertaken which affects the program set out in Schedule 2, then the completion date (set out in Schedule 1) shall be extended by such period as is reasonable in the circumstances and any additional costs incurred, as a consequence, by the Council shall be agreed between the Parties.

## 4. INTELLECTUAL PROPERTY RIGHTS

4.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

- (a) furnished to or made available to the Service Purchaser by the Council shall remain the property of the Council;
- (b) prepared by or for the Council for use, or intended use, in relation to the performance of the Agreement shall belong to the Council and the Service Purchaser shall not, and shall procure that the Service Purchaser's employees, servants and agents, shall not, (except when necessary for the implementation of the Agreement) without prior approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Service Purchaser may obtain in performing the Agreement except information which is in the public domain.

## 4.2 The Council grants to the Service Purchaser:

- (a) a worldwide, non-exclusive, royalty-free, licence to copy and sub-licence the transport technical note (as further described in Schedule 2);
- (b) a worldwide, non-exclusive, royalty-free, licence to copy, modify and sub-licence any, plans, data, drawings, databases, models, designs or other material provided to the Service Purchaser by the Council under the terms of this Agreement, but not including the transport technical note..
- 4.3 The Service Purchaser recognises that during the course of the work the Council may conceive or develop intellectual ideas, designs and know-how and the Council shall be free to use such expertise in the furtherance of his normal business, and nothing in this Agreement shall prevent the Council from performing similar tasks for another party
- 4.4 The provisions of this Condition shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

#### 5. CONFIDENTIALITY

- 5.1 Each party shall keep the other party's Confidential Information confidential and shall not:
  - (a) Use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (Permitted Purpose);
     or
  - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Condition.
- 5.2 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of

competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

- 5.3 On termination of this Agreement, each party shall:
  - (a) return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
  - (b) erase all the other party's Confidential Information from its computer systems (to the extent possible); and
- 5.4 The provisions of this Condition 5 shall survive for a period of six years from termination of this Agreement.

#### 6. DATA PROTECTION

6.1 With respect to the Parties' rights and obligations under this Agreement, the Parties agree that the Service Purchaser is the Data Controller and that the Council is the Data

Processor.

In providing the Services the Council or its subcontractor will collect, process and use Personal Data under this Agreement in a variety of subject categories as listed below.

- (i) complainants, enquirers or their representatives
- (ii) licence and permit holders
- (iii) members of the Public
- (iv) images captured by CCTV and/or ANPR
- (v) staff, persons contracted to provide a service
- (vi) traders and others subject to inspection
- (vii) representatives of other organisations

#### 6.2 The Council shall:

- (a) comply at all times with provisions equivalent to the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Service Purchaser to breach any of its applicable obligations under the Data Protection Legislation;
- (b) maintain up to date records of processing activities under its responsibility and make those records available to the Service Purchaser for inspection on request;

- (c) Process the Personal Data only in accordance with the documented instructions from the Service Purchaser, which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Service Purchaser to the Council during the Term and for no other purpose;
- (d) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- (e) implement appropriate technical and organisational measures to protect the Personal Data against a breach of security caused by unauthorised or unlawful processing and against accidental or unlawful destruction, loss, damage, alteration or unauthorised disclosure of or access to the Personal Data. These measures shall be appropriate to the risk of harm which might result from any such breach of security having regard to the nature of the Personal Data which is to be protected as shall be required by Article 32 -36 GDPR when this becomes applicable;
- (f) take reasonable steps to ensure the reliability of any Council's personnel who have access to the Personal Data;
- (g) ensure that Council's personnel without appropriate authority do not have access to the Personal Data;
- (h) obtain prior written consent from the Service Purchaser in order to transfer the Personal Data to any subcontractors or affiliates for the provision of the Services and oblige by way of contract or other legal authority any subcontractors or affiliates to comply with the same data protection obligations as those set out in this clause 6
- (i) ensure that all Council's personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 6;
- (j) ensure that all Council's personnel receive an adequate level of training in data protection;
- (k) ensure that the Council's personnel do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Service Purchaser;
- (I) notify the Service Purchaser within twenty four hours if it becomes aware of a breach or alleged breach of the Data Protection Legislation;
- (m) provide the Service Purchaser with full co-operation and assistance in relation to investigating breaches to include inspection of premises and security arrangements if requested;
- (n) notify the Service Purchaser (within five Working Days), if it receives: a request under section 7 Data Protection Act or Chapter 3 GDPR as

- applicable or a complaint relating to the Council's obligations under the Data Protection Legislation;
- (o) provide the Service Purchaser with full co-operation and assistance in relation to any complaint or request made under section 7 DPA, or Chapter 3 GDPR including by:
  - (i) providing the Service Purchaser with full details of the complaint or request;
  - (ii) providing the Service Purchaser with any information requested by the Service Purchaser within the timescales required by the Service Purchaser;
- (p) The Council shall, upon reasonable notice, allow officers of the Service Purchaser to have reasonable rights of access at all times to the Council's premises, staff and records for the purposes of monitoring the Council's compliance with the Data Protection Legislation including its security requirements.
- 6.3 No Personal Data supplied to the Council shall be transferred or processed outside the European Economic Area.
- On termination of this Agreement the Council shall return all personal data or destroy or dispose of it in a secure manner and in accordance with any specific instructions issued by the Service Purchaser in writing.
- 7. FREEDOM OF INFORMATION ACT 2000 ("FOIA") OR ENVIRONMENTAL INFORMATION REGULATIONS 2004 ("EIR")
- 7.1 Each party acknowledges that the other party is subject to the requirements of the FOIA/EIR and each party shall where reasonable assist and co-operate with the other party (at its own expense) to enable the other party to comply with these information disclosure obligations.

## 8. LIMITATION OF LIABILITY AND INSURANCE

- 8.1 Nothing in these Conditions shall limit or exclude the each party's liability for:
  - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; and
  - (b) fraud or fraudulent misrepresentation;

- 8.2 Nothing in these Conditions shall limit or exclude the Council's liability for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) (as amended by the Consumer Rights Act 2015).
- 8.3 Subject to Conditions 8.1 and 8.2:
  - (a) the Council's total liability to the Service Purchaser in respect of all other losses arising under or in connection with the Agreement, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, (including a breach of the Agreement by the Council's employees, agents or subcontractors) shall not exceed the total value of this Agreement.
- 8.4 The Council shall obtain and maintain appropriate levels of insurance during the period of this Agreement.
- 8.5 This Condition 8 shall survive termination and expiry of this Agreement.

#### 9. TERMINATION

- 9.1 Without limiting its other rights or remedies, each party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - (a) the other party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
  - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- 9.2 The Council may terminate this Agreement by providing the Service Purchaser notice in writing 30 days prior to terminating the Agreement.

#### 10. Consequences of Termination

- 10.1 On termination of the Agreement for any reason:
  - (a) the Service Purchaser shall immediately pay to the Council all of the Council's outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Council shall submit an invoice, which shall be payable by the Service Purchaser in accordance with the terms set out in Schedule 1;
  - (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

(c) conditions which expressly or by implication have effect after termination or expiry shall continue in full force and effect.

## 11. NO PARTNERSHIP OR AGENCY

11.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute one party the agent of the other party, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

#### 12. SUB-CONTRACTING AND ASSIGNMENT

- 12.1 Except as expressly set out in this Agreement, neither party shall be entitled to give, bargain, sell, assign, novate, transfer, let or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other party.
- 12.2 The Service Purchaser agrees that the Council may subcontract its obligations under this Agreement, namely the survey elements of the Services. Any other part of its obligations may be subcontracted with the prior written consent (such consent not to be unreasonably withheld) of the Service Purchaser.

#### 13. ENTIRE AGREEMENT

13.1 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

## 14. VARIATION

14.1 No variation of this Agreement shall be effective unless it is in writing and signed by duly authorised representatives of the parties.

#### 15. WAIVER AND SEVERANCE

15.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.2 If any provision of this Agreement (or part of any provision) is found by any Court or other Council of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

## 16. DISPUTES AND NOTICES

16.1 Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below or as otherwise specified by the relevant party by notice in writing to each other party.

SERVICE PURCHASER			ER		For attention of: Neil R Hitch
Address	for	the	service	of	Petersfield Town Council
notices					The Town Hall, Heath Road,
11011000					Petersfield, GU31 4EA
COUNCIL					For attention of:
				Nicola Waight and Dominic McGrath	
Address	for	the	service	of	Economy, Transport and
notices					Environment Department
Hotiooc					Hampshire County Council
					Second Floor Elizabeth II Court West
					The Castle Winchester
					SO23 8UD
					Telephone: 01962 832122
					E-mail: nicola.waight@hants.gov.uk
					Dominic.McGrath@hants.gov.uk

- 16.2 A notice required to be given under this Agreement shall be validly given if sent by email to both of the above named officers.
- 16.3 The provisions of this Condition 17 shall not apply to the service of any proceedings or other documents in any legal action.
- 17.4 Any question or difference or dispute arising in connection with the construction, meaning or operation of this Agreement or any matter arising out of or in connection with this Agreement, shall in the first instance be referred to the Service Purchaser's Representative and the Council's Representative for discussion and resolution. If the matter is not resolved within ten (10) Working Days of such referral, the matter shall be referred to the next level of the Council's Representative and the Service

Purchaser's management which shall be directors or other senior representatives of the parties with authority to settle the dispute.

17.5 In the event that a dispute cannot be resolved in accordance with clause 17.4 the parties may agree to refer the dispute to an independent person, or in the case of any failure to agree, to Court.

## 17. THIRD PARTY RIGHTS

17.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

## 18. GOVERNING LAW AND JURISDICTION

20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

AS WITNESS the hands of the parties hereto the day and year first written.

Signed for and on behalf of Hampshire County Council by its authorised signatories: 1

Name: DOMINIC MCKATH

Position: STRATEGIC TRANSPORG MANAGER

Signed for and on behalf of Petersfield Town Council by its authorised signatories:

<sup>1</sup> Refer to ETE Scheme of Delegation to identify who can sign if under £100k.

Name: WEIL HITCH

Position: TOWN CLERK

Position:

<sup>\*</sup>delete if not applicable

# SCHEDULE 1

## **PARTICULARS**

TERM	26 February 2018 – 18 June 2018		
COMMENCEMENT DATE	26/02/2018		
COMPLETION DATE	30/07/2018		
SERVICES	As specified in the Specification attached hereto marked Schedule 2		
SERVICE PURCHASER REPRESENTATIVE	Petersfield Town Council  Neil R Hitch		
COUNCIL REPRESENTATIVE	Nicola Waight and Dominic McGrath		
CHARGES	Fixed Fee: £10,369.37 Survey Costs (estimate) £13,720.00 Any railway companies fees – to be notified to the service purchaser  The Council will invoice in two stages: 1) on 31.3.2018 and 2) on completion of the project. Payment of any sum due under a purchase order shall be made within 30 days of receipt by the Service Purchaser of a valid invoice from the Council. The invoice shall set out details of the Services for which payment is claimed.  If the Service Provider fails to pay an amount due to the Council then the Service Provider shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the final date for payment until actual payment of the overdue amount, whether before or after judgment. The Service Provider shall pay interest together with the overdue amount.		

## SCHEDULE 2

## **SPECIFICATION**

# Schedule 1: Transport Technical Note for Petersfield Town Council.

On behalf of: Petersfield Town Council Accepted 24<sup>th</sup> January 2018

Strategic Transport

Hampshire County Council The Castle Winchester SO23 8UD

01962 832122 nicola.waight@hants.gov.uk hants.gov.uk/sharedexpertise

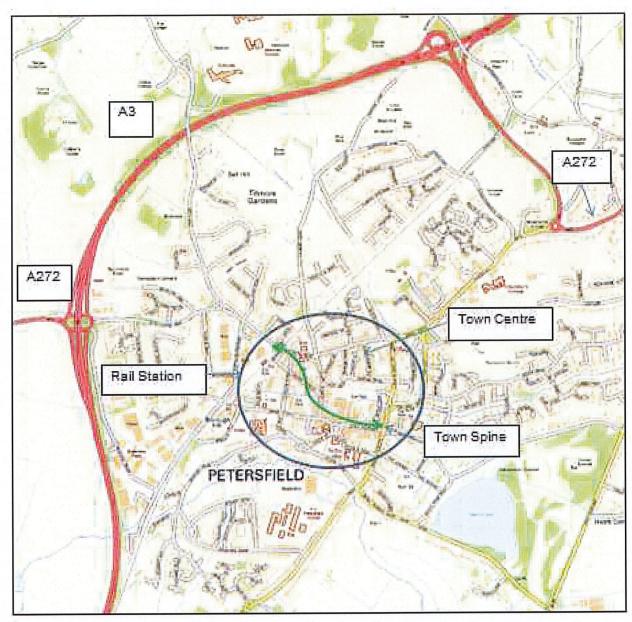
## Overview

Details from the document below are taken from a proposal for Petersfield Town Council issued on 8<sup>th</sup> December 2017. The document below includes only the tasks selected by the Town Council which represents the "silver option" plus "option B" of the "gold option" from the proposal.

# **Background**

Petersfield is a market town in East Hampshire with a population of around 15,000. The town is served by a rail station which has services connecting London to Portsmouth and the south. The A3 connecting Portsmouth to London lies to the west of the town, and the A272 passes west to east connecting Winchester to Midhurst and beyond.

The town is within the South Downs National Park; Petersfield is a 'gateway' to the National Park. South Downs National Park Authority is the statutory planning authority for the town. The first local plan covering the park will be submitted for examination in Spring 2018.



The Petersfield Neighbourhood Plan, adopted in 2015, sets out a vision for the town and the parish of Petersfield. The plan includes guiding principles and supporting policies to enable the vision of the plan to be delivered.

Chapter 5 of the plan deals with 'getting around' and seeks to improve the town spine, running west to east. This spine starts at the railway station, runs down Lavant Street, along Chapel Street, through the Square and along High Street to the War Memorial. The Town Council is developing a brief for design and delivery of this Town Spine which requires a transport evidence base before it can be finalised. This is a project that we would be keen to support you with.

## **Brief**

The community, in response to the Neighbourhood Plan consultation, is seeking to make Petersfield a more pedestrian and cycle accessible town and to manage traffic and car parking within the compact streetscape.

They aim to design an attractive, versatile town centre which shares public spaces and manages movement; giving more priority to vulnerable road users by reducing traffic flow and parking along the town spine, delivering shared spaces, more crossing points, slower traffic speeds and improved street design.

To create this environment and inform and shape a design for the town spine, gathering a traffic evidence base which clearly defines the existing transport situation in Petersfield is essential. Understanding how all highway users behave and what influences them will assist with future decision making and with consultation with local businesses, residents and visitors as the work progresses.

Establishing how traffic behaves currently in the town will assist in developing options and influencing designs for the town spine to ascertain which combination of measures will achieve the outcomes sought.

# **Proposal**

A proposal was developed by Hampshire Services for Petersfield Town Council and shared on 8<sup>th</sup> December 2017. It was developed with reference to:

- South Downs National Park Draft Local Plan September 2017
- Petersfield Neighbourhood Plan (2013-2028) adopted September 2015

To support the future development of the Town Spine brief we proposed to deliver a transport technical note which will:

- compile a traffic evidence base
- identify the impact on the surrounding highway network of a reduction of through-traffic and on-street car parking along the Town Spine.

The "silver" option (which includes the "bronze option"), alongside option B from the "gold" option were selected by the Town Council. The details of these options are set out below.

## Bronze:-

This level will give a picture of the existing traffic and travel situation, and assess if traffic levels are compatible with Manual for Streets 2<sup>2</sup> guidance for achieving a shared space<sup>3</sup> scheme, and likely to be acceptable to the Highway Authority. Proposed contents of this level of study are:

- Description of existing town highway context and network. To include a description of the highway network and associated mapping (identifying key routes and destinations within the town).
- Assessment of town centre Traffic Regulation Orders.
- Trip distribution, on a map base using 2011 Census journey to work data for town centre wards of Petersfield.
- Number of and type of personal injury collisions (road accidents) in the town over the last 5 years.
- Numbers of passengers using the rail station. Frequency of rail services and duration that barriers are down at level crossing on Winchester Road.
- Traffic counts on Lavant Street, High Street, Sheep Street and St Peters Road using automatic traffic counts over a 7 day neutral survey period to quantify vehicle speeds, numbers and classification.

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<sup>&</sup>lt;sup>2</sup> Manual for Street 2 (MfS) (CIHT) Design guidance for achieving a multitude of objectives to improve the design and function of streets

<sup>&</sup>lt;sup>3</sup> Local Transport Note 1/11 October 2011 Shared Space

- Parking beat surveys<sup>4</sup> over a 12 hour neutral survey period, one week day and one at weekend on Lavant Street, High Street and The Square, plus the three interceptor car parks; and assessment of current car parking capacity, level of car parking and duration of stay. Assessment of the availability of disabled car parking spaces in public car parks and on-street (to be included in the parking beat survey).
- Assessment of the cost of car parking and duration of stay and compare with town car parking strategy (if available).
- Audit of interceptor car park signage from outskirts of the town centre and onward signage to next appropriate car park.
- Pedestrian and cycle counts on Lavant Street, The Square and High Street, Midweek and a weekend (12 hour counts).
- Identify key cycle routes within the town and availability of cycle parking.
- Description of available public bus services serving the town centre.
- Undertake a survey of local businesses (in Lavant Street, The Square and High Street) to assess frequency and number of deliveries and type/size of vehicle and whether they have rear access.
- Identification of key walking routes between the inceptor car parks and the town centre.
- Support the Town Council in meeting with the Disability Forum or similar to ascertain concerns and associated with getting about within the town.
- Support the Town Council in meeting with local representatives from walking and cycling groups to ascertain concerns and issues in the town centre and getting about.
- Traffic delay analysis at key junctions
- Review of local and relevant transport assessments
- Mapping output illustrating key data from above

Exclusions: Any fees payable for Network Rail for their data

## Silver:-

This level includes everything within bronze and builds on the evidence base, offers audits, and identifies alternative routes avoiding the town spine. It also assists in indicating what measures/designs could be implemented to maximise accessibility and street scape design.

Pedestrian surveys – using enumerators to determine what mode pedestrians
use to access the town. Did they travel by car if yes, which car park did they
use to park and why? This type of face to face survey could be tailored to
include a number of questions – where individuals have come from, using
postcode areas and their expected duration of stay, what services they have
used etc.

<sup>&</sup>lt;sup>4</sup> A 12 hour parking beat survey is undertaken in a neutral period. Beats will be carried out every half an hour to determine parking capacity.

- Engagement with the Tourist Information Centre (TIC) with the aim of compiling a survey of visitors to the TIC. Which mode did they use to get to Petersfield and where have they travelled from? Choice of car park.
- Undertake a Pedestrian Environment Review Study<sup>5</sup> (PERs) and a cycle audit. These would be town centre based and also extend to include routes from the three interceptor car parks. The assessments would be used to identify measures for improvement of routes / and or specific areas.
- Expansion of Bronze parking survey option to include car park audit and parking beat surveys of all public town centre car parks, (Festival Place, Swan Street, The Causeway, Central, Castle Yard and the Rail Station) to establish level of occupancy and future capacity. Assessment of supply and demand.
- Undertake cycle counts on alternative routes to the Town Spine (specifically Chapel Street and Swan Street) mid week and a weekend.
- Undertake an audit of existing directional finger post signs and recommend gaps in coverage if required.

## **Gold Survey Option B:-**

Identify alternative routes to using the Town Spine and assess existing traffic flows along them to be assured that there is adequate capacity to accommodate additional traffic (with background traffic growth and including development allocations up to plan period 2028). Number plate matching on six key routes into/out of town centre and Chapel Street – namely Winchester Road, Tilmore Road, The Causeway, Sussex Road, Ramshill Road and Heath Road East.

## Fee

Fixed Fee: £10,369.37 Survey Costs (estimate) £13,720.00

# **Exclusions/exceptions**

- Fee includes 2 x meetings with the Town Council, midway through the proposal and at the end of the programme to discuss the draft report, prior to issuing the final version.
- 1 x revision of the technical transport note is included within the proposal.
- Travel costs to attend meetings, beyond those detailed above, are excluded
- Design elements are excluded at this stage (e.g. HCC urban design team)
- Review of the Draft Spine Brief is excluded at this stage

<sup>5</sup> PERs – can assist in the identification of opportunities to improve pedestrian walking routes and public spaces

## Our previous experience

Our teams have strong experience of delivering transport statements and technical transport support, particularly in the Hampshire area.

## **Senior Transport Planner – Annie Tomlinson**

Qualifications: BSc (Hons), Dip Urban Planning, MSc Transport Planning, MRTPI, MTPS

Annie has 20 years' wide ranging experience in transport and planning disciplines within unitary, district and county authorities. She has successfully managed a variety projects on a variety of scales and has worked closely with elected members and external stakeholders on politically sensitive issues.

As Senior Transport Planner Annie supports internal and external clients, mainly in the public sector with their transport needs, including transport assessments, transport policy and bid development and major and minor schemes and travel planning.

## Principal Transport Planner - Nicola Waight

Qualifications: BA (Hons), MSc in Transport Planning and Management at University of Westminster

Nicola has ten years' wide ranging experience in transport and environment disciplines within unitary and county authorities, and the private sector. She has completed many transport statements, most recently in support of a programme of school expansions across the County.

As Principal Transport Planner, Nicola supports internal and external clients, mainly in the public sector with their transport needs, including transport statements/assessments; travel planning; policy and bid development; and major and minor schemes.

## **Surveys Team Manager – Mike Shergold**

Mike has almost 30 year's experience of traffic monitoring.

He manages a team of five that carries out over 300 traffic surveys per year for Hampshire County Council as well as external clients.

Traffic surveys include:

- Automatic counts
- Manual traffic counts e.g. passing counts, turning counts, registration plate origin and destination surveys
- Pedestrian counts
- PV<sup>2</sup> surveys
- Parking beat surveys

He also has access to a team of enumerators available to assist with more complex survey types.

# **Programme**

The following programme is recommended:

Commencement: w/c 26.2.2018

Surveys: April - May 2018

Issue draft report to PTC: 9<sup>th</sup> July 2018

Issue final report to PTC: 27<sup>th</sup> July 2018