

2026

Heads of Terms for a Section 106 Agreement
relating to
Haslar Immigration Removal Centre, Dolphin Way, Gosport, Hampshire

Gosport Borough Council ⁽¹⁾
Hampshire County Council ⁽²⁾ and
Secretary of State for the Home Department ⁽³⁾

Subject to Contract – Not Legally Binding

1. BACKGROUND

- 1.1 The proposed Section 106 Agreement relates to pre-application advice received (ref. P.103/026/25) for the proposed outline planning application for the expansion of Haslar Immigration Removal Centre comprising 4 three-storey and 2 single-storey buildings to provide 470 additional bed spaces of detention accommodation and associated facilities, including car parking facilities (**Development**), at Immigration Removal Centre, 2 Dolphin Way, Gosport, Hampshire PO12 2AW (**Site**).

2. PARTIES

- 2.1 Gosport Borough Council (**Council**) as Local Planning Authority;
- 2.2 Hampshire County Council (**County Council**) as Local Highway Authority; and
- 2.3 Secretary of State for the Home Department as Owner.

3. GENERAL

- 3.1 These Heads of Terms are provided on a strictly “subject to contract” basis and are not legally binding. They are intended only as a preliminary outline of the principal terms under discussion between the parties and do not constitute an offer, acceptance, or a binding agreement, whether in whole or in part.
- 3.2 No party shall be under any legal obligation to proceed with the proposed transaction unless and until definitive, formal and legally binding agreements are negotiated, agreed and executed by all relevant parties. Until such time, either party may discontinue discussions at any time for any reason and without liability to the other.
- 3.3 The parties acknowledge and agree that any actions taken, expenditures incurred, or commitments made in reliance on these Heads of Terms are entirely at the relevant party’s own risk, and that no claim may be brought arising from any expectation that a binding agreement would be concluded.
- 3.4 For the avoidance of doubt, no obligation shall arise in respect of any term referenced in these Heads of Terms, including without limitation any exclusivity, timetable, price, scope, deliverables, warranties, indemnities, conditions precedent or other provisions, unless and to the extent expressly set out in a subsequently executed definitive agreement.
- 3.5 Each party acknowledges that it is not relying, and shall not rely, on any statement, representation, assurance or understanding made in the course of discussions or set out in these Heads of Terms, save as may be expressly set out in any subsequently executed definitive agreement.
- 3.6 These Heads of Terms are dated [●] and are marked “Subject to Contract – Not Legally Binding” for clarity.

4. BOILERPLATE PROVISIONS

- 4.1 The Section 106 Agreement is conditional upon commencement of the Development. Obligation triggers are set out at paragraph 4. The Section 106 Agreement will determine and cease to apply if Development is not commenced, or it is at any time revoked or modified (without the consent of the Owner) pursuant to Part IV of the Town and Country Planning Act 1990.
- 4.2 Exemptions (statutory undertakers, Mortgage in Possession Clause).
- 4.3 Exclusion of liability on disposal of interest in the Site
- 4.4 The Section 106 Agreement to be registered by the Council as a local land charge and on satisfaction of all obligations all entries to be cancelled.

- 4.5 If an application is made under section 73 of the Town and Country Planning Act 1990 (a S73 Application) to vary conditions of the planning permission, the Council and/or the County Council may decide whether the existing planning obligations in this Agreement are sufficient to support the new permission. If they are, the Section 106 Agreement will apply to both the original and new permission without needing a new agreement. If further or different obligations are required, the Council and/or the County Council can insist on a new or amended agreement under section 106 to cover the changes.
- 4.6 Provisions dealing with giving or serving of notices, requests, demands or other written communications.
- 4.7 Dispute resolution provisions to deal with any dispute or disagreement arising under the Section 106 Agreement.
- 4.8 Withdrawal of any rights under the Contracts (Rights of Third Parties) Act 1999 save for those persons to whom the Section 106 Agreement is been lawfully assigned or becomes vested in law including successors in title to the Site.
- 4.9 The Section 106 Agreement is to be governed by and interpreted in accordance with the law of England and Wales and the parties will submit to the exclusive jurisdiction of the courts of England and Wales.

5. PLANNING OBLIGATIONS TO GOSPORT BOROUGH COUNCIL

- 5.1 Travel Plan
- 5.2 Skills, Training and Local Employment

Signed for and on behalf of Gosport Borough Council:

Name: [authorised signatory name]

Title: [job title]

Signature: _____

Date: _____

Signed for and on behalf of Hampshire County Council:

Name: [authorised signatory name]

Title: [job title]

Signature: _____

Date: _____

Signed for and on behalf of the Secretary of State for the Home Department:

Name: [authorised signatory name]

Title: [job title]

Signature: _____

Date: _____