

# **PLANNING & DEVELOPMENT HIGHWAY WORKS**

## **Mini Section 278 Agreement Guidance Pack**

**August 2021**



**SURREY**

**This document is intended to assist developers when their planning permission requires them to undertake minor development related highway works under S278 of the Highways Act 1980.**

A Mini s278 Agreement may be used in lieu of a full s278 Agreement where land is not required to be dedicated as highway and where a refundable cash deposit is payable to the County Council in lieu of a separate legally binding guarantee (surety).

**The Developer shall enter the following information into the Mini s278 Agreement Form and send by post to Surrey County Council Transport Development Planning.**

For help with completing the Agreement Form, please see **Annexe 5**

1. The name and registration number registered address of developer.
2. The location of the proposed works.
3. The estimated length of time for the completion of the highway works. Please allow sufficient time to account for any unexpected delays.
4. A description of the required highway works. This should be non-technical but sufficiently detailed to identify each element of the works.
5. The estimated total cost of the works. (see note 13)
6. The sum due in respect of a commuted sum. (see notes 16 and 28)
7. The total cost of the works forming the Cash Deposit (see notes 13,14,15 and 29)
8. A copy of the Planning Application Form and approved drawing.
9. A copy of the Planning Application Decision Notice.
10. Two copies of a 1/500 scale Agreement Drawing based upon a site survey showing the existing highway land upon which works are to be carried out coloured green.
11. Two copies of a 1:1250 Ordnance Survey location plan, preferably incorporated on the above Agreement Drawing.
12. One set of drawings comprising technical details for the proposed works. Engineering drawings shall be produced by a competent Engineer in PDF format (sent electronically) and in paper format (sent by post) and shall include all specifications to a standard to enable construction. Such details shall include a detailed design layout, longitudinal and cross sections and construction details of the following where relevant:

- Carriageway or drainage works
- Road Markings
- Signs
- Bus Stops
- Street Furniture
- Street Lighting
- Statutory Authorities equipment

All of which will need to be approved prior to construction. Where required, the works will need to satisfactorily meet the requirements of a Road Safety Audit.

13. A detailed bill of quantities of the total cost of the works. This shall be used for calculating the fee referred to in **point 17**.
14. A detailed bill of quantities for relocating utility equipment if necessary. This shall be added to the estimate for the total cost of the works for the purpose of calculating the deposit referred to in **point 15**.
15. The payment of a cash deposit equal to the cost of the works including the cost of relocating utility equipment.

16. A completed commuted sums schedule (if appropriate) and the payment of such sum, using the template document attached at **Annexe 1**.
17. The payment of an agreement fee of 12% of the estimated total cost of the works (or a minimum of £1,500) to cover administrative costs, engineering assessment and inspection. Additional costs may be incurred for Road Safety Audits and Traffic Regulations Orders, if applicable.
18. The payment of an additional fee of £400 to cover the Council's legal costs.
19. Written confirmation that the Developer will pay all costs incurred by the County Council if the Agreement is not signed.
20. Confirmation that the Developer will comply with the terms of these Guidance Notes.
21. **Two signed paper copies of the agreement** sent by post to Transport Development Planning (TDP) for completion by SCC's Solicitors. Once complete a paper copy will be returned to the Developer.
22. **Please note that failure to provide a completed Agreement Form and any of the requirements numbered 1 to 21 will result in your application being rejected or delayed. Full details of the Mini S278 Process can be found at Annexe 2 with accessible alternatives at Annexe 3.**
23. **The following explanatory notes numbered 24 to 33 also apply to all Agreements unless otherwise agreed.**
24. The Developer will be responsible for funding any additional works which may be reasonably required and as a result of any inadequacies in the Agreement drawings or arising from unforeseen circumstances, up to an agreed maximum of 10% of the total cost of the works.
25. Separately from the Agreement, the developer shall be responsible for applying for and gaining a permit from Surrey County Council's Street Works Team in order to implement the works on the highway. The notice period varies depending upon the scale of the works and the classification of the road, but an application may need to be submitted at least 3 months in advance of the intended start date.
26. Highway works may also be subject to a Lane Rental Charge if they occur on the most congested sections of our Strategic Road Network within peak periods. Those parts of network where charges may apply can be viewed at; [Surrey Highways Lane Rental Network \(arccgis.com\)](#). The developer is responsible for paying any Lane Rental Charges as maybe necessary. Further information on Street Work Permits and Lane Rental is available at the following link [The Traffic Management Permit Scheme](#).
27. The Developer is also responsible for agreeing and informing local residents, businesses and Councillors the construction of the works in accordance with details to be agreed in Advance with our Works Communication team. Please see **Annexe 4** for details.
28. Where appropriate, Surrey County Council, as Highway Authority, will require developers to pay a commuted sum to pay for the additional future maintenance costs of the works. The sum due is calculated using the schedule at **Annexe 1** and an editable version can be downloaded at the following link [Surrey County Council Commuted Sums Protocol](#)
29. The Agreement Fee is calculated at a rate of 12% of the estimated cost of the works or £1,500 whichever is the greater and payable with the Developer's submission of the Agreement.
30. Surrey County Council will hold in trust for the duration of the works, a Cash Deposit equal to the estimated Cost of Works in order to mitigate against the failure of the Developer to carry out or complete the works in the agreed time period, or its failure to carry out any remedial works to the satisfaction of the County Council. Upon the issue of the Provisional Certificate, 90% of the Cash Deposit will be returned to the Developer, with the remaining 10% returned upon issue of the Final Certificate.
31. The Developer is responsible for the full costs incurred in respect of the following:
  - a. any Stage 1,2 and 3 Road Safety Audits required

- b. any alteration to, or provision of new Traffic Regulation Orders (to include advertising, processing Orders, staff admin cost, resolution of objections, signs, road markings etc.).
32. Milestone Infrastructure, Surrey's Street Lighting Contractor manages the streetlights in Surrey as part of a long-term PFI maintenance and renewal contract with the council. Specification and adoption details for street lights in new developments can be found at the following link [Milestone Infrastructure Lighting Requirements](#).
33. Milestone Infrastructure will check S278 Agreement street lighting designs to ensure that they meet the council's requirements. It is therefore recommended that developers employ Milestone Infrastructure to design street lighting in order to avoid delays associated with designs produced by others. Developers may still use others but Milestone Infrastructure will need to check their designs. Street lighting on section 278 agreements works must be installed by Milestone Infrastructure. Others cannot work on streetlights on the public highway, unless otherwise agreed in writing by Milestone Infrastructure. Once technical approval has been issued the developer should make their own arrangements directly with Milestone Infrastructure to install the approved street lighting. Developers need to include street lighting information on their as-built drawings submission, before the section 278 works are handed over to the council. Milestone Infrastructure can be contacted by Email: [surreylightingservices@milestoneinfra.co.uk](mailto:surreylightingservices@milestoneinfra.co.uk)
34. It is the responsibility of the developer to ensure that upon installation and prior to adoption all street lighting equipment shall be fully operational. For the avoidance of doubt, this will include the Leaf Node, Branch Node and associated communication functions. The developer shall ensure that all units are registered with Harvard CMS 'Developer Trunk Node' (CMS Supplier) prior to adoption. Further details on registering lighting units can be found on the '[Specification and Adoption Details for Street Lights in New Developments](#)' page on Surrey County Council's website.

**Applications for Mini S278 Agreements should be submitted to Transport Development Planning (TDP) at:**

- Elmbridge: [tdpelmbridge@surreycc.gov.uk](mailto:tdpelmbridge@surreycc.gov.uk)
- Epsom & Ewell: [tdpepsomandewell@surreycc.gov.uk](mailto:tdpepsomandewell@surreycc.gov.uk)
- Guildford: [tdpguildford@surreycc.gov.uk](mailto:tdpguildford@surreycc.gov.uk)
- Mole Valley: [tdpmolevalley@surreycc.gov.uk](mailto:tdpmolevalley@surreycc.gov.uk)
- Reigate and Banstead: [tdpreigateandbanstead@surreycc.gov.uk](mailto:tdpreigateandbanstead@surreycc.gov.uk)
- Runnymede: [tdprunnymede@surreycc.gov.uk](mailto:tdprunnymede@surreycc.gov.uk)
- Spelthorne: [tdpspelthorne@surreycc.gov.uk](mailto:tdpspelthorne@surreycc.gov.uk)
- Surrey Heath: [tdpsurreyheath@surreycc.gov.uk](mailto:tdpsurreyheath@surreycc.gov.uk)
- Tandridge [tdctan@surreycc.gov.uk](mailto:tdctan@surreycc.gov.uk)
- Waverley: [tdpwaverley@surreycc.gov.uk](mailto:tdpwaverley@surreycc.gov.uk)
- Woking: [tdpwoking@surreycc.gov.uk](mailto:tdpwoking@surreycc.gov.uk)

Surrey County Council  
Transport Development Planning  
3rd Floor  
Quadrant Court  
35 Guildford Road  
Woking  
Surrey  
GU22 7QQ  
Tel: 03456 009 009

**Before submitting your application, please ensure that you have included the following:**

- A copy of the Planning Application Form and approved drawing **(by email)**
- A copy of the Planning Application Decision Notice **(by email)**
- 2 copies of a 1/500 scale Agreement Drawing based upon a site survey **(If A3 size or smaller by email, by post if larger than A3)**
- 2 copies of a 1:1250 Ordnance Survey location plan **(If A3 size or smaller by email, by post if larger than A3)**
- 1 sets of technical drawings **(If A3 size or smaller by email, by post if larger than A3)**
- A bill of quantities (estimate) of the total cost of the works including utility equipment **(by email)**
- A completed Commuted sum template **(by email)**
- Payments **(by cheque or invoice if requested):**
  - Cash deposit
  - Commuted sum (if appropriate)
  - Agreement fee
  - Council's legal costs (£400)
- Two signed paper copies of the agreement **(by post)**

## Annexe 1: Commuted Sums Schedule

**Note:** An editable version of the spreadsheet for you to complete is available at the [Surrey County Council Commuted Sums Protocol Webpage](#)

Table A – Commuted sums for additional areas and features, and non-standard features on new adoptable highways and alterations to existing highways (Section 38 and 278)

Surface/feature	Units	Rate	Number (additional sqm/number)	Total Sum (£)
Carriageway	Square metre	£20.00	0	£0
Shared Surface	Square metre	£15.00	0	£0
Footway (independent of carriageway)	Square metre	£14.00	0	£0
Hard paved area	Square metre	Site Specific	0	£0
Knee rail fencing	Linear Metre	£25.00	0	£0
Soakaways	Item	£5,000	0	£0
Sustainable urban drainage systems	N/A	Site Specific calculation	0	£0
Non-standard drainage system elements	N/A	Site Specific	0	£0
Combined kerb and drainage systems	Linear Metre	£15.00	0	£0
Petrol and oil interceptors	Item	£5,000	0	£0
Bollards	Item	Site Specific	0	£0
New trees	Item	£300.00	0	£0
Existing trees	Item	£250.00	0	£0
Plantation screening	Square metre	£4.00	0	£0
Shrub/ground-cover planting	Square metre	£55.00	0	£0
Planters/raised beds	N/A	Site Specific	0	£0
Earthwork environmental bunds	N/A	Site Specific	0	£0
Speed restraint features (non-bituminous ramp to flat topped speed hump/table)	N/A	£480	0	£0
Street Lighting	N/A	See Table C	0	£0
Bus Shelters	Item	Site Specific	0	£0
Bus Gates	Item	Site Specific	0	£0
Illuminated/non-illuminated traffic signs eg vehicle activated signs	Item	Site Specific	0	£0
Traffic Signals	N/A	Site Specific	0	£0
Highway Structures (normally 120 year period)	N/A	Site Specific	0	£0

Table B – Commuted Sums for using alternative materials and features on new adoptable highways and alterations to existing highways (Sections 38 and 278)

Surface/Feature	Units	Rate	Number (additional sqm/number)	Total Sum (£)
Surface Dressing	Square metre	£10.00	0	£0
Thin Surfacing material	Square metre	£5.00	0	£0
Hot or cold applied coloured surfacing (resin system)	Square metre	£80.00	0	£0
Standard surface course materials using coloured binder and/or coloured aggregate/chippings	Square metre	Site Specific	0	£0
Standard 80mm concrete block paving surface course	Square metre	£10.00	0	£0

Table C Commuted Sums for lighting – please note lighting fees are charged per asset to reflect a 30 year maintenance period. Inspection fees are excluded. Fees may vary for non-standard or specialised equipment

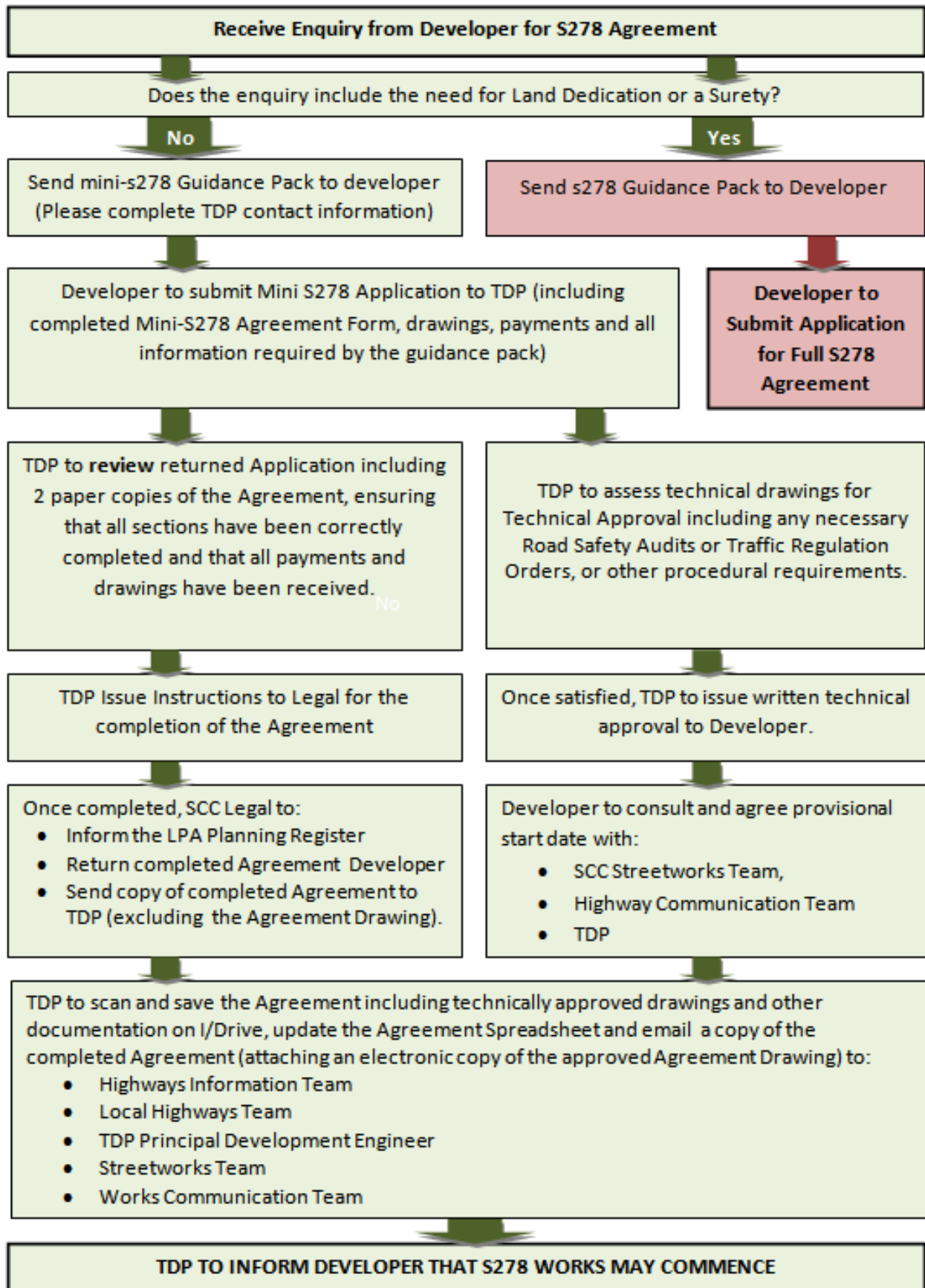
Surface/Feature	Units	Rate	Number (additional sqm/number)	Total Sum (£)
Lighting Point 5-6 metres	Item	£1,272.60	0	£0
Lighting Point 8-12 metres	Item	£1,472.87	0	£0
Lighting Point 15 metres	Item	£2,051.24	0	£0
Illuminated Street Furniture	Item	£549.44	0	£0
High Mast (upto 4 lighting points)	Item	£5,877.18	0	£0
High Mast (over 4 lighting points)	Item	£8,837.20	0	£0
Total Sum Payable	-	-	0	£0



# Annexe 2: Process Maps

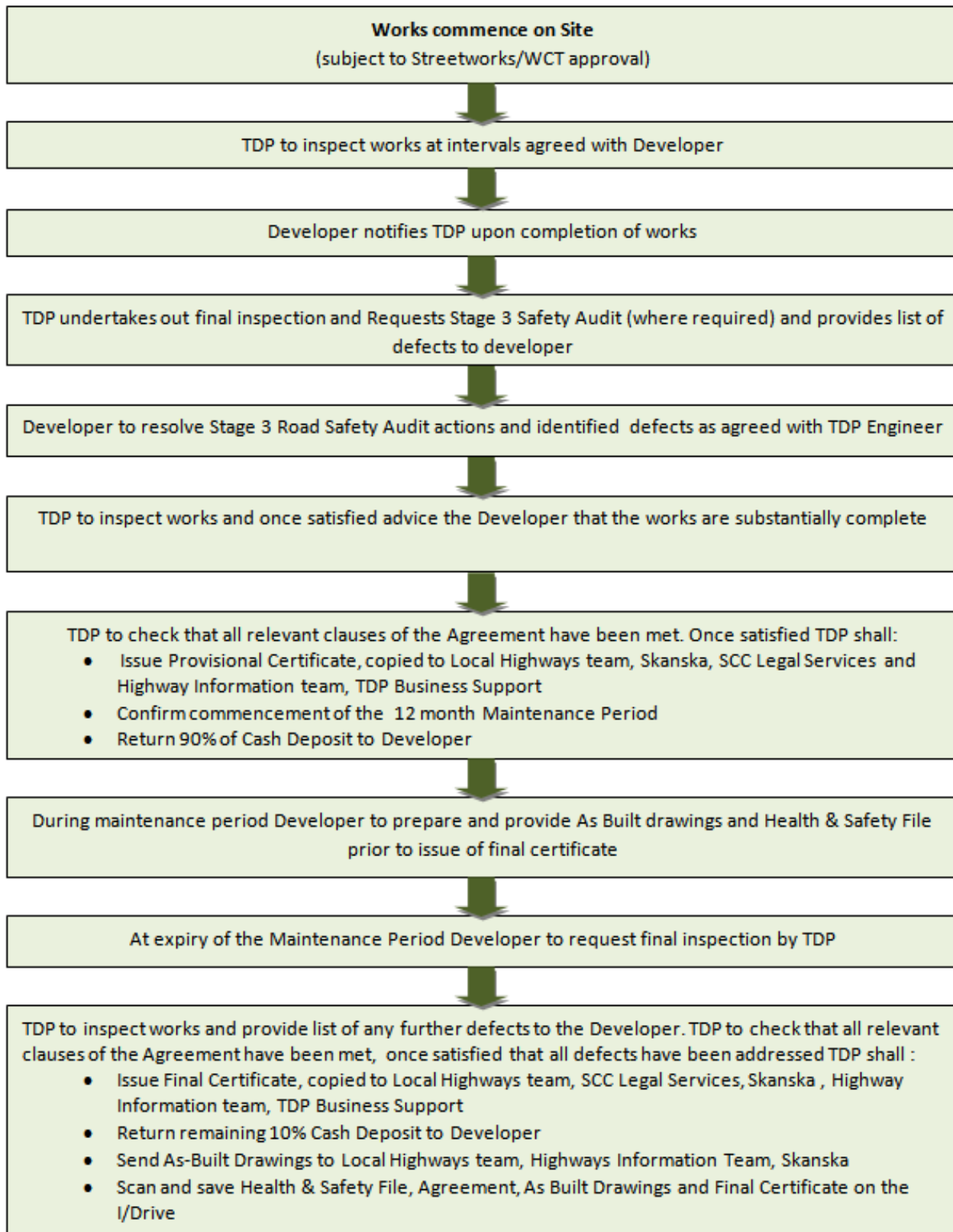
An accessible version of these flow charts is available in Annexe 3

## Pre-Construction Process Map





# Post-Construction Process Map



## **Annexe 3: Accessible Alternative Process Maps**

### **Pre – Construction Process Map**

Stage 1: Transportation Development Planning (TDP) receive an enquiry from a developer for S278 Agreement

Stage 2: Does the enquiry include the need for Land Dedication or a Surety? If yes go to Stage 3 if no go to Stage 4.

Stage 3: TDP send the developer the S278 Guidance Pack for them to submit

Stage 4: TDP send the developer the MINI S278 Guidance Pack including the TDP contact information

Stage 5: Developer submits the MINI S278 Application to TDP which includes a completed MINI S278 Agreement Form, drawings, payments and all the information required by the guidance pack

Stage 6: TDP review the returned application including 2 paper copies of the Agreement, ensuring that all sections have been correctly completed and that all payments and drawings have been received. TDP issue instructions to SCC (Surrey County Council) Legal team to complete the Agreement. Once completed SCC Legal inform the Local Planning Authority Planning Register, return the completed agreement to the developer and sends a copy of the completed agreement to TDP.

Stage 7: TDP to assess the technical drawings for Technical Approval including any necessary Road Safety Audits or Traffic Regulation Orders, or other procedural requirements. Once satisfied, TDP will issue written technical approval to the Developer. The Developer will then consult with SCC Streetworks Team, Highway Communication Team and TDP to agree a provisional start date.

Stage 8: TDP save the Agreement including technically approved drawings and other documentation onto Mastergov and email a copy of the completed Agreement to SCC Highways Information Team, SCC Local Highways Team, TDP Principal Development Engineer, SCC Streetworks Team and SCC Works Communication Team

Stage 9: TDP can then inform the Developer that the S278 works may commence.

## **Post Construction Process Map**

Stage 1: Works Commence on Site subject to SCC Streetworks and SCC Works Communication Team

Stage 2: TDP inspect the works at intervals agreed with the Developer

Stage 3: The Developer notifies TDP upon completion of works

Stage 4: TDP undertakes a final inspection and requests a Stage 3 Safety Audit (where required) and provides a list of defects to the developer

Stage 5: The Developer to resolve any Stage 3 Safety Audit actions and identified defects as agreed with TDP Engineer.

Stage 6: TDP inspect the works and once satisfied advise the Developer that the works are substantially complete

Stage 7: TDP checks that all the relevant clauses of the Agreement have been met. Once satisfied TDP shall

- Issue the provisional certificate, copied to SCC Local Highways Team, Milestone Infrastructure, SCC Legal Services and SCC Highway Information Team and TDP Business Support
- Confirm commencement of the 12 month Maintenance Period
- Return 90% of the cash deposit to the Developer

Stage 8: During the maintenance period the Developer prepares and provides As Built drawings and Health and Safety file prior to the issue of the final certificate

Stage 9: At the end of the 12 month Maintenance Period the Developer requests a final inspection from TDP.

Stage 10: TDP inspects the works and provides a list of any further defects to the Developer. TDP checks that all the relevant clauses of the Agreement have been met, once satisfied that all defects have been addressed TDP shall:

- Issue the final certificate, copied to SCC Local Highways Team, Milestone Infrastructure, SCC Legal Services and SCC Highway Information Team and TDP Business Support
- Return the remaining 10% cash deposit to the developer
- Send the As Built drawings to SCC Local Highway team, SCC Highways Information Team and Milestone Infrastructure
- Save the Health and Safety file, Agreement, As Built drawings and final certificate onto Mastergov

## Annexe 4: Works Communication

### Surrey County Council Highways Works Communication and Customer Engagement Plan



Guidance for Works Constructed under Section 278 of the Highways Act 1980

Prior to the commencement of works relating to your S278 Agreement with Surrey County Council and to ensure smooth delivery of your works, you have an obligation to make advance contact with our [Streetworks Team](#) to obtain the necessary Permit and to agree advanced communications with our [Works Communication Team](#).

The Works Communication Team (WCT) approve all advanced notifications in relation to 278 works. It is the responsibility of the developer to contact the WCT in advance of any works on the highway relating to a S278 agreement.

The WCT use a matrix called the Customer and Stakeholder Engagement Plan (CSEP) to set out the processes that should be followed when interacting with customers: all those affected by the works.

The CSEP determines when the distribution of signs, delivery of letters and visits to businesses are required. Developers/contractors must work together with the WCT to use the latest version of our [CSEP matrix](#) in advance of any S278 works commencing. The CSEP matrix can be found at this link: <http://www.surreycc.gov.uk/worksengagementplan>

The Works Communication Team can be contacted using:

- Email: [works.communication@surreycc.gov.uk](mailto:works.communication@surreycc.gov.uk) (The team prefer to use email to communicate and will respond to you within 48 hours)
- Address: Maple Court, Merrow Complex, Merrow Lane, Guildford, GU4 7BQ
- Office phone number: 01483 518 619

The WCT can provide a tailored pack of resources (including templates for: letters and advanced warning signs) in order for the developer/contractor to produce and distribute their own communications, put up signs, deliver letters and visit businesses.

**Prior to the advanced notification of any works by the developer/contractor, final sign off must be obtained from the WCT.** As a guide, the developer/contractor must provide the following information in advance of WCT sign off:

- A description of the planning application and summary of any consultation that relate to the works.
- Details of proposed works (for example: location, description, dates).
- Name and contacts for the contractor.
- Copy of the leaflet to be distributed and date to be delivered, other methods of communication for example: signs to be displayed, traffic management/diversion routes.


If the S278 works require enhanced support around advanced notifications, the WCT can offer advice and guidance about this (for example webpage development or branding advice and opportunities) early on in the CSEP discussions.

## Annexe 5: Mini s278 Form Guidance Notes

The following are guidance notes to assist with completing the Mini s278 Form. Please check that the form has been completed thoroughly prior to submitting to SCC. If further assistance is needed, please speak to the Transport Development Planning Officer dealing with the Agreement.

Dated the [ ] day of [ ] 20[ ]

**AGREEMENT**  
Pursuant to Section 278 of the Highways Act 1980 and s111 of the Local Government Act 1972 relating to works on the public highway at

  
**SURREY**  
COUNTY COUNCIL

[ ]

**BETWEEN:**

- SURREY COUNTY COUNCIL** ("the Council") of Woodhatch Place, 11 Cockshot Hill, Reigate, Surrey RH2 8EF
- Enter Company Name & Registration No.  
[ ]  
("the Developer") whose registered office is situated at  
[ ]  
Enter Developer's Registered Address: [ ]

**WHEREAS**

- The Council is the Highway Authority for Surrey
- The Developer is the owner of or has the permission of the land owner to enter into this Agreement in order to secure the carrying out of the Works at the Location and has agreed that it will pay the full cost of the Works, in relation to Planning Permission [Enter Planning Ref] referred to in Schedule A and in accordance with the terms and conditions of this Agreement
- The Council agrees to enable the Works on the highway maintainable at public expense on the terms and conditions contained in this Agreement

- Enter Address of Development Works
- Enter Company Name and Registration Number (if applicable), as well as Registered Address of Developer
- Enter Planning Application reference number

**Developer's Obligations:**

**6. The Developer hereby covenants with the Council as follows:**

- IN consideration of the payment by the Council to the Developer of the sum of FIVE PENCE (£0.05) (the receipt of which is hereby acknowledged) the Developer hereby agrees to carry out at its own expense by a person or company to be approved by the Council (such approval not to be unreasonably withheld) the Works
- The Developer shall pay to the Council, on or before the execution of this Agreement, the sums below and as specified in Schedule B1.
  - The Agreement Fee: £ [Agmt Fee] (referred to in Schedule B - Class 1.1)
  - Commuted Sum: £ [Commuted Sum Value]
  - Cash Deposit: £ [Cash Deposit Value]
  - Legal Fees: £400 pounds to cover the Council's costs in executing the agreement and the remainder as specified in Schedule B1.
- That if the Works are subject to the CDM Regulations the provisions in Schedule B will apply
- That the Works will require a Permit to Work and such Works will not to commence until the Permit to Work has been issued and this Agreement has been completed
- That under Section 59 of the Highways Act, the Highway Authority is permitted to charge developers for damage caused by excessive weight and movements of vehicles to and from a site. The Highway Authority will pass on the cost of any excess repairs compared to normal maintenance costs to the developer/organisation responsible for the damage
- To give the Council at least 7 days notice in writing of the proposed start date of the Works
- To carry out and complete the Works within the area coloured green on the Agreement Drawing as stated in Schedule A at no cost to the Council in accordance with the Approved Drawings and any conditions attached to the Permit to Work and in any event to commence the Works within [ ] calendar weeks from the date of this Agreement.
- To complete the Works within [ ] calendar weeks of their commencement, and to notify the Council in writing of completion of the Works within 7 days of such completion.
- To indemnify and keep indemnified the Council in respect of all claims as specified in Schedule B2
- The developer would be expected to undertake a Development Engineering Inspection Regime to agree a programme of implementation of all necessary statutory utility works associated with the development including liaison between Surrey County Council Streetworks Team, the relevant Utility Companies and the Developer to ensure that where possible the works take the route of least disruption and occur at

- Enter Agreement Fee (as calculated in Point 19 'Guidance Notes for Developers')
- Enter Commuted Sums (as calculated in Point 18 'Guidance Notes for Developers')
- Enter Cash Deposit (as calculated in Point 17 'Guidance Notes for Developers')
- Enter estimated period of commencement of works
- Enter estimated duration of works

**SCHEDULE A**

<b>The Development:</b>	Brief description of planning application
<b>Address:</b>	
<b>Planning Application Reference Number:</b>	Planning Reference Number
<b>The Agreement Drawing:</b>	Drawing Reference Number

**Full Description of s278 Works:**

Complete Schedule A by providing:

- Brief description of the planning application proposals
- Address of works (Location Address)
- Planning Reference number
- Agree final drawing reference number

Please enter a full description of the mini s278 works to be completed

**For individuals, complete the following:**

This deed has been duly executed the day and year first before written.

Signed as a deed by Full Name of Individual / Acting Power of Attorney (delete as appropriate)

**Full Name of Individual / Acting Power of Attorney** (BLOCK CAPITALS) in the presence of a witness

Signature:

Signature of witness:  Witness Name (Block Capitals):

Witness Address:

**If you are a Limited Company, otherwise than under a common seal, complete the following:**

Executed as a deed by   
acting by [a director and its secretary] / [two directors]

Signature of Director:  Name (Block Capitals):

Signature of [Secretary][Director]:  Name (Block Capitals):

Once all the fields have been completed please remember to sign the form and return all drawings, documents and payments required by these guidance notes to Transport Development Planning.

## Annexe 6: FAQ's

### Surrey County Council Mini S278 Agreements

#### Frequently Asked Questions

##### **What is a mini s278 Agreement?**

Until recently the Council used three mechanisms for delivering private resident/developer works in the highway, (i) a standard vehicle crossover process, (ii) a highways license and (iii) a full S278 Agt. All works delivered by a highways license will now be delivered by a mini S278 Agreement.

##### **Will certain cases be referred to Surrey Highways for delivery by a highway license?**

No, the mini s278 arrangement replaces the licence arrangement managed by highways for anything above a simple vehicle crossover. The resident or developer will apply to highways for a crossover using the existing crossover process if the work involves a simple vehicle crossover. All other works will be managed by Transport Development Planning (TDP) in the form of a mini s278 or full s278 Agreement.

##### **What's the threshold for the type of works to be delivered by mini S278?**

The mini s278 will deliver anything other than a simple vehicle crossover. For example where a normal crossover requires amendments to on street parking controls and where such amendments cannot wait until the parking team annual review, those works will also be subject to a mini s278. Similarly any crossovers that include other ancillary works will also be delivered by a mini s278.

##### **Is there an upper threshold in regard to the value of works deliverable by a mini s278?**

The threshold is determined by the value of the works. Subject to the works being eligible, those with a value of less than £50,000 may be delivered by a mini 278, whereas those with a value exceeding £50,000 will be delivered by a normal s278.

##### **Can I use a mini s278 for works with a value greater than £50,000?**

In some cases this may be appropriate. If the works are compliant with the mini s278 process in all other regards and if the works are simple and their construction and will have little overall impact on highway users, this may be possible subject to agreement with TDP.

##### **Can the mini s278 be used for works where land dedication is required?**

No, if land dedication is required, a full s278 should be used. In some cases it may be possible to progress a mini s278 Agreement alongside a separate land dedication Agreement, again subject to agreement with TDP.

##### **Can a Surety be used for a mini s278?**

A Surety is a financial guarantee that provides a Bond that can be called upon by SCC where the developer fails to complete the works. A Surety may only be used in a full s278 where the Surety, (normally a financial institution or NHBC), is required to be a signatory to the Agreement. Mini s278's may only use a cash deposit and as with full s278's, this must be of equal value to the full cost of the works, including any Stats costs.

**Can I change the standard wording of the Mini s278 Agreement?**

No, only the grey boxes may be edited without the Agreement of SCC Legal Services. If it necessary to change the standard wording approval MUST be obtained from SCC Legal Services at the time of issuing Instructions.

**How much is the TDP fee?**

The minimum fee for a mini s278 is 12% of the cost of the works (excluding Stats costs) or £1,500 whichever is the greater.

**How are SCC's Legal Costs being met?**

The mini s278 Agreement includes a requirement for a flat rate fee of £400 to cover Legal Services' Costs in executing the Agreement.

**How long does it take to complete a mini s278 Agreement?**

Once a signed Agreement has been received and approved by TDP and all other requirements have been met, TDP will send the Agreement to SCC Legal Services for completion. From its receipt SCC Legal Services aim to return signed and sealed Agreements within 20 working days.

**Who will assess the construction details and in section works delivered by mini Section 278 agreements?**

The construction details for mini s278's will be assessed by TDP and subsequently inspected in the same manner as full s278's.

**How can I find out more information on the process and requirements for a mini 278 Agreement?**

Please refer to TDP's Guidance Pack on mini s278 Agreements or visit [TDP's web pages](#) for further details.