



Havering
LONDON BOROUGH

Notice of Non-key Executive Decision

Subject Heading:	Section 8 Highways Act 1980 - Agreement between LB Havering and National Highways
Decision Maker:	Imran Kazalbash – Director of Environment
Cabinet Member:	Councillor Barry Mugglestone – Cabinet Member for Environment
SLT Lead:	Neil Stubbings – Strategic Director of Place
Report Author and contact details:	Daniel Douglas Team Leader Transport Planning 01708 433220 daniel.douglas@havering.gov.uk
Policy context:	Local Implementation Plan (LIP 3) Mayor’s Transport Strategy 2018
Financial summary:	All cost relating to implementing this scheme will be borne by National Highways, entering into this agreement will not place the Local Authority under any additional financial burden.
Relevant OSC:	Places Overview & Scrutiny Sub Committee
Is this decision exempt from being called-in?	Yes – It is a Non Key Decision by an Officer

Non-key Executive Decision

The subject matter of this report deals with the following Council Objectives

People - Things that matter for residents - **X**

Place - A great place to live, work and enjoy **X**

Resources - A well run Council that delivers for People and Place **X**

Part A – Report seeking decision

DETAIL OF THE DECISION REQUESTED AND RECOMMENDED ACTION

That the Section 8 Agreement between LB Havering and National Highways concerning works being undertaken by National Highways on highway for which Havering is the Local Highway Authority, be entered into.

AUTHORITY UNDER WHICH DECISION IS MADE

3.3.5

1.2

Other than in those matters delegated to the Leader or Cabinet Member to exercise all powers and duties in respect of maintaining and improving highways, providing facilities, and interference with highways arising under Parts IV, V, VII, IX and XIV of the Highways Act 1980.

STATEMENT OF THE REASONS FOR THE DECISION

Background

1. National Highways Limited (NH) is the strategic highways company for the section of highway at the M25/Junction 28 junction within the London Borough of Havering. The M25 Junction 28 connects the M25 motorway with the A12 trunk road and provides local access via the A1023 Brook Street to Brentwood in Essex. A network of Non-Motorised User (NMU) routes, for pedestrians and cyclists, exists adjacent to and within the vicinity of the M25 Junction 28. These NMU routes connect into the National Cycle Network (NCN).
2. On May 16th 2022, the Secretary of State for Transport granted National Highways a Development Consent Order (**DCO**) for the M25 J28 capacity improvement scheme, a Nationally Significant Infrastructure Project (NSIP).
3. As part of the DCO examination, the London Borough of Havering (**LBH**), Transport for London and Essex County Council made joint submissions for better cycle and pedestrian facilities through the revised M25 J28 junction.
4. National Highways proposed a Brentwood to Harold Wood Non-Motorised User route. The Scheme makes provision for a shared use path for pedestrians and cyclists from Brentwood going through the Brook Street roundabout junction and

Non-key Executive Decision

onwards along the A12 West bound and into Havering, linking into the National Cycle Network Route (NCN136).

Agreement

5. The purpose of the agreement is to authorise National Highways to carry out Highway Works to alter the carriageway Havering is local highway authority for, specifically along a section of Highway titled Maylands. A copy of the Agreement can be found in Appendix A of this report.
6. Specifically, this will involve delivery of a new shared use path that will be built along the A12, finishing just inside the Havering borough boundary at the junction of the A12 and Maylands (Appendix B). National Highways will notify Havering once the works are completed and will ensure that Havering is satisfied with the works carried out.
7. National Highways is prepared to undertake and maintain the Highways Works until issue of a Completion Certificate, by the Council, confirming satisfactory completion of the Highway Works and any subsequent Remedial Works.
8. The transfer of the maintenance arrangement for this section of the highway from the borough to National Highways does not alter in any material way the continuation of highway rights in respect of this highway land.

Costs

9. National Highways will bear the whole cost of the cycle route being delivered on land of which Havering is the Local Highway Authority. National Highways will also bear the cost of maintenance on this land for the works period. Following issue of a Completion Certificate and certification by Havering that all defects to the Highways Works have been completed, future maintenance of the Highway Works will fall to LB Havering.
10. In addition, National Highways will pay LB Havering a Legal Fee and a Technical Fee following sign off of this Section S8 Agreement.

Commencement

11. The commencement of highway works will begin on the date that the agreement is formally signed by both London Borough of Havering and National Highways.

Next Steps

12. Following approval of this report, the Section 8 Agreement can then be signed between London Borough Havering and National Highways.

Non-key Executive Decision

13. Following signing of the Section 8 Agreement, National Highways shall carry out the Highway Works at its own expense in accordance with the Detailed Design and any traffic management measures, as approved by Havering.

OTHER OPTIONS CONSIDERED AND REJECTED

14. The option of not entering into a Section 8 Agreement was rejected because without this agreement being in place it will not be possible for National Highways to deliver the cycle route on land which LB Havering is the Local Highway Authority.

PRE-DECISION CONSULTATION

15. Consultation has taken place with the Highways Traffic and Parking department. Consultation has also taken place with Finance, Legal, Human Resources and Equalities.

NAME AND JOB TITLE OF STAFF MEMBER ADVISING THE DECISION-MAKER

Name: Daniel Douglas

Designation: Team Leader Transport Planning

D. Douglas

Signature:

Date: 21/07/2025

Part B - Assessment of implications and risks

LEGAL IMPLICATIONS AND RISKS

16. The Council's Constitution requires a formal decision to be taken before an agreement pursuant to s8 of the Highways Act 1980 is entered into. As per the Council's Constitution such authority is delegated to the Director of Environment.
17. Section 8 of the Highways Act 1980 enables local highway authorities to enter into agreements with each other for the construction, alteration, improvement or maintenance of a highway for which any party to the agreement are the highway authority. Here National Highways are proposing to construct a shared use path that will encroach onto LB Havering highway land.
18. Officers have considered the proposal and subject to the completion of a Section 8 agreement the proposal is considered to be acceptable.

FINANCIAL IMPLICATIONS AND RISKS

19. National Highways have confirmed they will cover the costs of the ongoing maintenance of the area in question for a period of 12 months after the Highways Works are completed. Beyond that period responsibility for Highways Works Maintenance of the area will revert to the Local Highways Authority. Therefore, any future maintenance of the scheme will be funded through the Council's Highways Maintenance budgets.
20. The Agreement also makes provision for Legal fees of £0.005m to cover the preparation, completion and registration of the Agreement; and Technical fees of £0.015m for amongst other items approving the details submitted by National Highways including the cost of any technical advice that is required before any feature or structure proposed as part of the Highway Works can be approved.
21. Entering into this agreement will not place the Local Authority under any additional financial burden.

HUMAN RESOURCES IMPLICATIONS AND RISKS (AND ACCOMMODATION IMPLICATIONS WHERE RELEVANT)

22. There are no Human Resource implications as a result of this decision.

EQUALITIES AND SOCIAL INCLUSION IMPLICATIONS AND RISKS

23. The Public Sector Equality Duty (PSED) under section 149 of the Equality Act 2010 requires the Council, when exercising its functions, to have due regard to:

Non-key Executive Decision

- (i) The need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- (ii) The need to advance equality of opportunity between persons who share protected characteristics and those who do not, and;
- (iii) Foster good relations between those who have protected characteristics and those who do not.

Note: 'Protected characteristics' are age, sex, race, disability, sexual orientation, marriage and civil partnerships, religion or belief, pregnancy and maternity and gender reassignment.

24. The Council is committed to all of the above in the provision, procurement and commissioning of its services, and the employment of its workforce. In addition, the Council is also committed to improving the quality of life and wellbeing for all Havering residents in respect of socio-economics and health determinants.

ENVIRONMENTAL AND CLIMATE CHANGE IMPLICATIONS AND RISKS

25. This discussion concerns the delivery of a scheme by National Highways on an existing section of the highway network that LB Havering is the local highway authority for. Delivery of the scheme will support and encourage sustainable travel in the borough. There are no Environmental and Climate Change implications or risks as a result of this decision.

BACKGROUND PAPERS

None

APPENDICIES

Appendix A Section 8 Agreement
Appendix B Map of area subject to Section 8 Agreement

Non-key Executive Decision

Part C – Record of decision

I have made this executive decision in accordance with authority delegated to me by the Leader of the Council and in compliance with the requirements of the Constitution.

Decision

Proposal agreed

Details of decision maker



Signed

Name: Imran Kazalbash – Director for Environment

Date: 21/07/2025

Lodging this notice

The signed decision notice must be delivered to Democratic Services, in the Town Hall.

For use by Committee Administration

This notice was lodged with me on _____

Signed _____