

DATE: *3rd November* 2015

BELLWAY HOMES LIMITED

AND

BARTON CONSORTIUM LIMITED

AND

**ANTHONY HIGGOTT
DAVID JOHN HIGGOTT
RITA MARGARET HANDFORD
ALAN JOHN HOULT
DIANNE MARY HOULT
DAVID JOHN HOULT
KATHRYN JANET STRIDE
BRIDGET DIANNE ROBINSON
GEOFFREY THOMAS MYCOCK
PAUL RONALD STRUDWICK
MARGARET ANNE STRUDWICK**

AND

EAST STAFFORDSHIRE BOROUGH COUNCIL

AND

STAFFORDSHIRE COUNTY COUNCIL

AGREEMENT

**SECTION 106
TOWN AND COUNTRY PLANNING ACT 1990**

RELATING TO:

**LAND AT EFFLINCH LANE, BARTON UNDER NEEDWOOD
STAFFORDSHIRE**

Contents

		Page No.
Clause 1	Parties	1
Clause 2	Definitions	1
Clause 3	Interpretation	4
Clause 4	Information	5
Clause 5	Statutory Authority and Legal Effect	5
Clause 6	Waiver	7
Clause 7	Condition Precedent	7
Clause 8	Obligations	7
Clause 9	Costs	7
Clause 10	The First and Second Chargee	8
Clause 11	Invalidity	8
Clause 12	Contracts (Rights of Third Parties) Act 1999	8
Clause 13	Other Matters	9
Schedule 1	General Obligations	10
Schedule 2	Affordable Housing	11
Schedule 3	Education Sums	19
Schedule 4	Travel Plan	21
Schedule 5	Sports Provision	23
Schedule 6	Waste Collection Container Provision	24
Schedule 7	National Forest	26
Schedule 8	Traffic Management Contribution	27

THIS AGREEMENT is made as a deed the 3rd day of November 2015

1 PARTIES

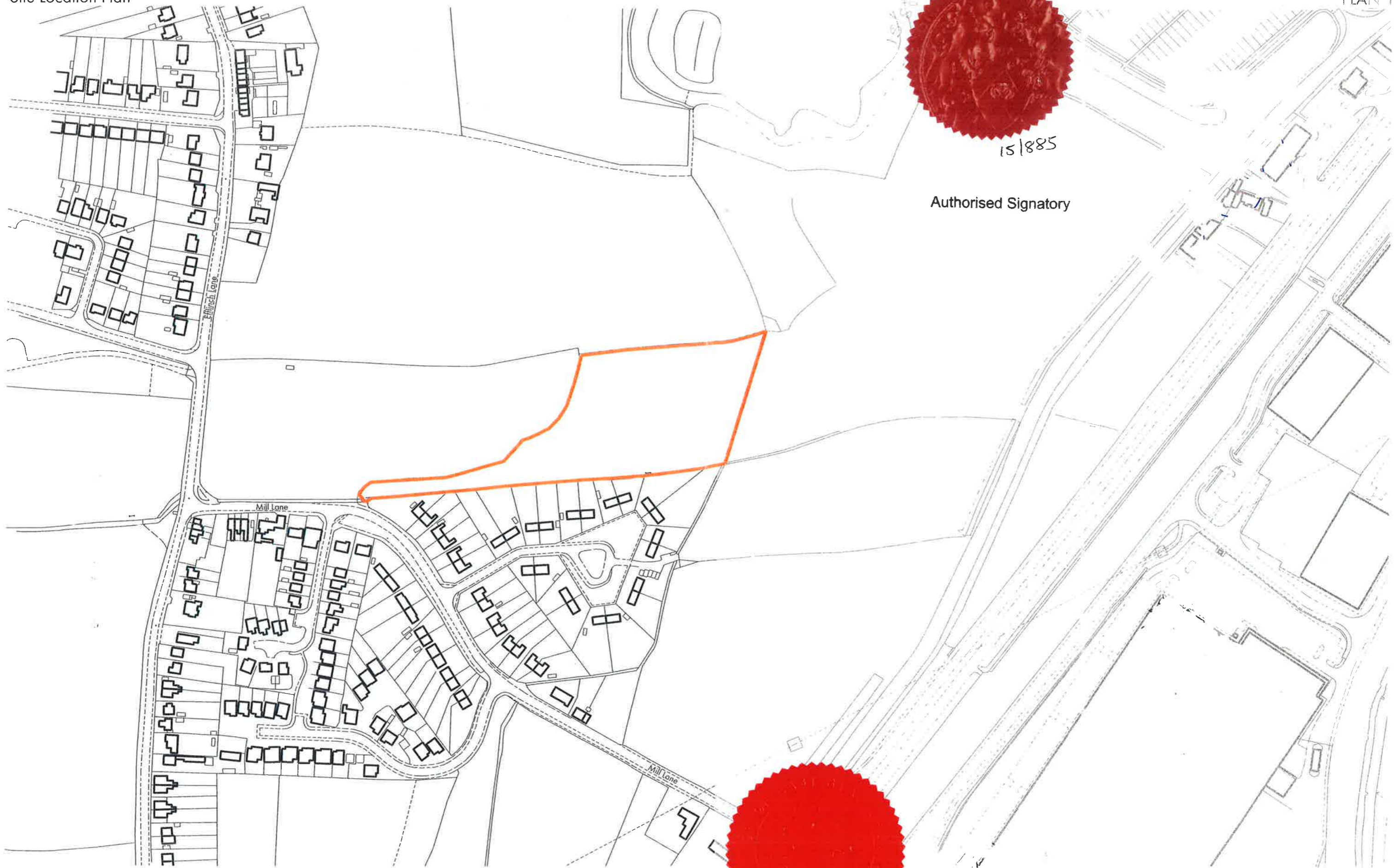
- 1.1 **BELLWAY HOMES LIMITED** whose registered office is situate at Seaton Burn House, Dudley, Seaton Burn, Newcastle upon Tyne NE13 6BE (Company Registration Number 0670176 ("**the Owner**").
- 1.2 **BARTON CONSORTIUM LIMITED** (Company registration number 06880886) whose registered office is situate at 18 Prior Street, London SE10 8SF ("**the First Chargee**").
- 1.3 **ANTHONY HIGGOTT** of 2 The Grove, Tatenhill, Burton - On - Trent DE13 9SL and **DAVID JOHN HIGGOTT** of Foxley Farm, Foxley, Towcester NN12 8HP and **RITA MARGARET HANDFORD** of 88 Captains Lane, Barton Under Needwod, Burton - On - Trent DE13 8HA and **ALAN JOHN HOULT** and **DIANNE MARY HOULT** of Marl Bank, Morrey, Yoxall, Burton - On - Trent DE13 8PE and **DAVID JOHN HOULT** of Fulbrook Farm, Captains Lane, Barton Under Needwood, Burton - On - Trent DE13 8EZ and **KATHRYN JANET STRIDE** of 1 Hill View, Coronation Lane, Shotteswell, Banbury OX17 1JF and **BRIDGET DIANNE ROBINSON** of 46 The Green, Barton Under Needwood, Burton - On - Trent DE13 8JD and **GEOFFREY THOMAS MYCOCK** of 80 Capel Road, Clydach, Swansea SA6 5PY and **PAUL RONALD STRUDWICK** and **MARGARET ANNE STRUDWICK** of 20 Wellfield Road, Alrewas, Burton - On Trent DE13 7HB ("**the Second Chargee**").
- 1.4 **EAST STAFFORDSHIRE BOROUGH COUNCIL** whose principal office is at The Maltsters Wetmore Road Burton upon Trent Staffordshire DE14 1LS ("**the Council**").
- 1.5 **STAFFORDSHIRE COUNTY COUNCIL** whose principal office is at 2 Staffordshire Place Stafford ST16 2LP ("**the County**").

2 DEFINITIONS

In this Agreement (except where the context otherwise requires):

- 2.1 **“the Act”** means the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991).
- 2.2 **“the Application”** means the application in outline only numbered P/2014/01490 registered on 4th December 2014.
- 2.3 **“the First Charge”** means the Legal Charge dated 23rd December 2013 made between the Owner (1) and the First Chargee (2) by which the Land became charged with the repayment of certain monies to the First Chargee.
- 2.4 **“the Second Charge”** means the Legal Charge dated 23rd December 2013 made between the Owner (1) and the Second Chargee (2) by which the Land became charged with the repayment of certain monies to the Second Chargee.
- 2.5 **“Commencement of the Development”** means the earliest date upon which any material operations are begun in accordance with the provisions of Section 56(4) of the Act save for the purposes of this Agreement none of the following operations shall constitute a material operation:
- 2.5.1 site clearance works;
 - 2.5.2 archaeological investigations;
 - 2.5.3 investigations for the purpose of assessing ground conditions;
 - 2.5.4 remedial work in respect of any contamination or other adverse ground conditions;
 - 2.5.5 diversion and laying of services ;
 - 2.5.6 erection of any temporary means of enclosure;
 - 2.5.7 temporary display of site notices or advertisements;
- and **“Commence the Development”** shall be construed accordingly.

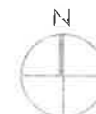
- 2.6 **“the County Monitoring Fee”** means the sum of £437.50 payable to the County towards the costs of monitoring the planning obligations contained in this Agreement
- 2.7 **“the Development”** means the development authorised by the Planning Permission.
- 2.8 **“Dwellings”** means all houses, maisonettes, flats, bungalows and all other varieties of accommodation which may be built or are intended to be built on the Land to be used as individual units of accommodation for independent occupation by one or more people.
- 2.9 **“the Head of Service (Section 151 Officer)”** means the person the Council shall appoint as the Head of the Department responsible for Planning Services for the time being.
- 2.10 **“the Index”** means the All Items Group (item reference CHAW) of the Retail Prices Index published by H M Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used.
- 2.11 **“Index Linked”** means increased (if applicable) in proportion to movements in the Index between the date of this Agreement and the date the particular payment is made.
- 2.12 **“the Land”** means the Land shown for the purposes of identification only edged red on the Plan annexed hereto being land off Efflinch Lane, Barton-under-Needwood, Staffordshire.
- 2.13 **“Occupation of the Development”** means beneficial occupation of any part of the Development for any purpose other than the carrying out of the Development and **“Occupy the Development”** shall be construed accordingly.
- 2.14 **“Planning Permission”** means the planning permission to be granted by the Council pursuant to the Application in substantially the form of the draft annexed to this Agreement.



Scale (m)



1 : 2500



**TOWN AND COUNTRY PLANNING ACT 1990
OUTLINE PERMISSION FOR DEVELOPMENT**

Date valid application received: 04/12/2014

Application No: P/2014/01490

Name and address of Agent
Howard Sharp & Partners LLP
79 Great Peter Street
Westminster
London
SW1P 2EZ

Name and address of Applicant
Barton Consortium Ltd & Bellway Homes Ltd
c/o Agent

EAST STAFFORDSHIRE BOROUGH COUNCIL in pursuance of powers under the above mentioned Act hereby **PERMITS**:

-----**DRAFT**-----

**OUTLINE APPLICATION FOR UP TO 25 DWELLINGS WITH ASSOCIATED DRAINAGE AND
LANDSCAPING INCLUDING DETAILS OF ACCESS WITH SOME MATTERS RESERVED
BELLWAY HOMES DEVELOPMENT, EFFLINCH LANE, BARTON UNDER NEEDWOOD, BURTON
UPON TRENT, STAFFORDSHIRE**

in accordance with the submitted documents and plans and subject to the condition(s) specified hereunder:

- 1 Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of three (3) years from the date of this permission.

Reason: To conform with Section 92 (2) of the Town and Country Planning Act 1990.

- 2 No development shall take place until plans and particulars of the layout, scale, landscaping and appearance of the buildings to be erected (hereinafter called "the reserved matters") have been submitted to and approved in writing by the Local Planning Authority, and the development shall be carried out in accordance with those details that have been approved in writing by the Local Planning Authority.

Reason: The application is in outline only and the Local Planning Authority wishes to ensure that these details which have not yet been submitted are appropriate for the locality.

- 3 The development hereby permitted shall be begun before the expiration of two years from the date of the approval of the last reserved matters to be approved.

Reason: To conform with Section 92(2) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

Sal Khan CPFA, MSc
Head of Services (Section 151 Officer)
P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

Helping Conservation - Printed on recycled paper

Draft Decision Notice Com - OU Approve Conditions

- 4 The development hereby permitted shall be carried out in accordance with the following approved plans subject to compliance with other conditions of this permission:

Drawing No.s:

'Location Plan 0128 P2 02 Rev A' dated as received on 14.11.2014.

'Proposed Access MID3810-002 Rev A' dated as received on 14.11.2014.

'Tree Constraints 1477-14-01A (01 Rev A)' dated as received on 14.11.2014.

Reason: For the avoidance of doubt to ensure the development will not adversely affect the appearance of the locality, the amenities of neighbouring properties, or the safe and efficient use of the adjoining highway(s) in accordance with East Staffordshire Local Plan Saved Policies BE1 and T1, the East Staffordshire Design Guide, and the National Planning Policy Framework.

- 5 No development shall take place until samples and details of all materials to be used externally (including details of coursing of brickwork and roof tiles) have been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.

Reason: To safeguard the character and appearance of the buildings and its surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).

- 6 No development shall take place until a scheme of landscaping and measures for the protection of trees and hedges to be retained during the course of development has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that a landscaping scheme to enhance the development is provided in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).

- 7 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the first occupation of the building(s) or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that an approved landscaping scheme is implemented in a speedy and diligent way and that initial plant losses are overcome in the interests of the visual amenities of the locality (and occupiers of adjacent buildings - where appropriate) and in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).

- 8 No development shall take place until a scheme of fencing and walling for both public and private boundary treatments has been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.

Reason: To ensure that a landscaping scheme to enhance the development is provided in

Sal Khan CPFA, MSc

Head of Services (Section 151 Officer)

P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG

www.eaststaffsbc.gov.uk

Helping Conservation -- Printed on recycled paper

Draft Decision Notice Com - OU Approve Conditions

accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).

- 9 No development shall take place, and no site works related to the development hereby approved shall be carried out, until details of all slab levels and any regarding proposed to the site have been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.

Reason: To ensure that the development does not adversely affect the amenities of adjoining properties and the character or appearance of the area in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).

- 10 All works in the approved details of landscaping, fencing and walling scheme shall be carried out in the first planting and seeding season following the first occupation of the dwellings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that an approved landscaping scheme is implemented in a speedy and diligent way and that initial plant losses are overcome in the interests of the visual amenities of the locality and occupiers of adjacent buildings and in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).

- 11 All existing trees and hedges shown as being retained on the plans hereby approved shall be protected in accordance with the details contained within the 'Arboricultural Report: Phase 2 Development - Land to the east of Efflinch Lane, Barton-under-Needwood' dated as received 14.11.2014. Protective fencing shall be erected before development commences and shall be retained at all times whilst construction work is taking place.

Reason: To ensure that adequate measures are taken to preserve trees and hedges and their root systems whilst construction work is progressing on site in accordance with the National Planning Policy Framework (particularly Section 11).

- 12 As part of the final scheme at least 10% of the properties shall be constructed to a Lifetime Homes standard. The equivalent, optional, Building Regulations requirement to the Lifetime Homes Standard is requirement M4(2) - accessible and adaptable dwellings. It is, however, preferred that all dwellings comply to the standard in line with current national policy.

Reason: In order to provide homes for an aging population in accordance with Saved Policy H6 of Local Plan 2006 and NPPF.

- 13 The development hereby approved shall be implemented in accordance with the measures detailed in the approved Flood Risk and Drainage Assessment dated as received 14.11.2014.

Reason: To ensure adequate drainage facilities are provided to serve the development to reduce

Sal Khan CPFA, MSc
Head of Services (Section 151 Officer)
P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

Helping Conservation – Printed on recycled paper

Draft Decision Notice Com – OU Approve Conditions

the risk of creating or exacerbating a flooding problem and to minimise the risk of pollution as recommended by Severn Trent Water Limited in accordance with the National Planning Policy Framework.

- 14 No development shall take place until a scheme for the disposal of foul and surface waters including work to the brook (noted as Watercourse 2 in the Document Barton Manor Development Phase 2: Flood Risk and Drainage Assessment) has been submitted to and approved in writing by the Local Planning Authority. The development shall be completed in accordance with the approved details prior to its first occupation.

Reason: To ensure adequate drainage facilities are provided to serve the development to reduce the risk of creating or exacerbating a flooding problem and to minimise the risk of pollution as recommended by Severn Trent Water Limited in accordance with the National Planning Policy Framework.

- 15 No development shall take place until a Construction Management Plan, which shall specify the routing of demolition and construction vehicles to and from the site, parking of vehicles of site personnel, operatives and visitors, loading and unloading of plant and materials, storage area of plant and materials used during the construction of the development, appropriate wheel wash facilities and measures to prevent the deposition of deleterious material on the public highway, has been submitted and approved in writing by the Local Planning Authority. The approved Construction Management Plan shall be implemented and adhered to throughout the construction period unless otherwise first agreed in writing by the Local Planning Authority.

Reason: As recommended by the Highway Authority in the interests of highway safety and in accordance with East Staffordshire Local Plan Saved Policy T1.

- 16 Prior to the first occupation of the dwelling to which it relates the access, parking and turning areas shown on the approved plan shall be provided in a bound material in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority, and thereafter shall be made available at all times for their designated purposes.

Reason: As recommended by the Highway Authority in the interests of highway safety, and to ensure porous materials are used where appropriate to reduce the risk of flooding in accordance with East Staffordshire Local Plan Saved Policy T1 and the National Planning Policy Framework (particularly Section 10).

- 17 Detached garages shall have a minimum internal dimension of 6.0m long by 3.0m and integral garages shall have a minimum useable (supports must not intrude) internal dimension of 4.8m long by 2.4m wide and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 the garage accommodation/parking spaces provided in connection with the development hereby approved shall be made available at all times for the parking of vehicles in relation to the residential use of the premises unless planning permission for any alternative use has first been granted by the Local Planning Authority.

Reason: To ensure adequate off-street parking exists to serve the development to avoid vehicles parking on the adjoining road and obstructing the free flow of movement of traffic in the interests of highway safety in accordance with East Staffordshire Local Plan Saved Policy T1.

Sal Khan CPFA, MSc
Head of Services (Section 151 Officer)
P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

Helping Conservation – Printed on recycled paper

Draft Decision Notice Com - OU Approve Conditions

- 18 If during the course of development, contamination not previously identified is found to be present on the site, then no further development (unless otherwise first agreed in writing with the Local Planning Authority) shall be carried out until a method statement detailing how and when the contamination is to be dealt with has been submitted to and approved in writing by the Local Planning Authority. The contamination shall then be dealt with in accordance with the approved details.

Reason: In order to safeguard human health and the water environment and identify potential contamination on-site and the potential for off-site migration in accordance with Paragraphs 120 and 121 of the National Planning Policy Framework.

- 19 Any material to be imported on site shall be tested for contamination to determine its suitability for the desired purpose (compliant with relevant British Standards as necessary, e.g. for topsoil). Analytical results shall be submitted for approval PRIOR to its use on site. Any such material should be clean and chemically inert. The sampling frequency should be at least every 100 cubic metres. The source of such material should also be specified. Movement permits of all materials taken to and from the site must also be submitted.

Reason: In order to safeguard human health and the water environment in accordance with the National Planning Policy Framework (particularly Section 11)

- 20 Development shall take place in accordance with the details of mitigation measures as recommended in the submitted Ecological Assessment August 2014 (including submission of water vole survey as necessary). The approved ecological enhancement measures shall be installed prior to the first occupation of any of part of the development and thereafter made available at all times for their designated purposes.

Reason: To safeguard protected species and their habitats in accordance with the National Planning Policy Framework (particularly Paragraph 17 and Section 11).

- 21 No development shall take place until details of biodiversity enhancement measures in relation to the development have been submitted to and approved in writing by the Local Planning Authority. The approved ecological enhancement measures shall be installed prior to the first occupation of any of part of the development and thereafter made available at all times for their designated purposes.

Reason: To safeguard protected species and their habitats in accordance with the National Planning Policy Framework (particularly Paragraph 17 and Section 11).

- 22 Prior to the commencement of the development hereby permitted, a written scheme of archaeological investigation ('the Scheme') shall be submitted for the written approval of the District Planning Authority. The Scheme shall provide details of the programme of archaeological works to be carried out within the site, including post-excavation reporting and appropriate publication and interpretation. The Scheme shall thereafter be implemented in full in accordance with the approved details.

Reason: There is a possibility of the site containing archaeologically important features and the required works will document and mitigate as required by the Local Plan 2006 and NPPF.

Sal Khan CPFA, MSc
Head of Services (Section 151 Officer)
P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

Helping Conservation – Printed on recycled paper

Draft Decision Notice Cont – OU Approve Conditions

Informatives

- 1 During the course of consideration of this proposal the Local Planning Authority has negotiated with the applicant to ensure the development complies with relevant development plan policies and material planning considerations including the National Planning Policy Framework. It is therefore considered that the Local Planning Authority has worked proactively with the applicant to secure a development that improves the economic, social and environmental conditions of the area in accordance with the requirements of Paragraphs 186 and 187 of the National Planning Policy Framework.
- 2 The applicant is advised that the Environmental Health Manager recommends that construction hours be restricted to the following: -

Mon-Fri: 07:30 - 18:00
Sat: 08:00 - 14:00
Sun/Bank Hol: No Working
- 3 The applicants are advised that adequate provision should be made to prevent dust during construction from affecting neighbouring properties.
- 4 The applicants are advised that this permission does not absolve them from their responsibilities in relation to protected species. If evidence of bats is found during demolition all work should cease and the services of a licensed ecologist procured to ensure an offence is not committed.
- 5 New homes need to be high quality, accessible and sustainable. To achieve this, the government has created a new approach for the setting of technical standards for new housing. This rationalises the many differing existing standards into a simpler, streamlined system which will reduce burdens and help bring forward much needed new homes.

The new system will comprise new additional optional Building Regulations on water and access, and a new national space standard.

The equivalent optional Building Regulations requirement to the Lifetime Homes Standard is requirement M4(2) - accessible and adaptable dwellings.

This is designed to ensure:

- That a wide range of people, including older and disabled people and some wheelchair users, are able to use the accommodation and its sanitary facilities
- Features are provided to enable common adaptations to be carried out in future to increase the accessibility and functionality of the dwelling.

- 6 The applicants are advised to contact:
 - the Local Planning Authority to further discuss the design of the proposal prior to reserved matters stage; and
 - the County Council regarding highways works.
- 7 The applicants should note and act upon:
 - the requirements of the Flood Risk Officer;
 - the requirements of Staffordshire Police Architectural Liaison Officer; and,
 - the comments from the National Forest Company.
- 8 The applicants are advised of the need for the landscaping scheme to include heavy standard trees

Sal Khan CPFA, MSc
Head of Services (Section 151 Officer)
P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

Helping Conservation – Printed on recycled paper

Draft Decision Notice Com – OU Approve Conditions

to mitigate for the loss of the protected Oak tree.

This consent is given in pursuance of the relevant Planning Legislation and does not entitle you to do anything for which the consent of some other landowner, person, public authority, or department of the Council is required.

Dated 19 October 2015

Signed

Sal Khan CPFA, MSc
Head of Services (Section 151 Officer)
P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

Helping Conservation – Printed on recycled paper

Draft Decision Notice Com- OU Approve Conditions

2.15 **“Satisfaction of the Council”** means to the normal standards of the Council applied elsewhere within their administrative area in respect of similar matters.

2.16 **“Satisfaction of the County”** means to the normal standards of the County applied elsewhere within their administrative area in respect of similar matters.

3 INTERPRETATION

3.1 References to the masculine, feminine and neuter genders shall include the other genders.

3.2 References to the singular include the plural and vice versa unless the contrary intention is expressed.

3.3 References to natural persons are to include corporations and vice versa.

3.4 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.

3.5 The expressions “the Owner”, “the First Chargee”, “the Second Chargee”, “the County” and “the Council” shall include their respective successors in title and assigns.

3.6 A reference to a Clause, Paragraph or Schedule is (unless the context otherwise requires) a reference to a Clause, Paragraph or Schedule of this Agreement.

3.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

3.8 Where in this Agreement a party includes more than one person any obligations of that party shall be joint and several.

- 3.9 Any reference in this Agreement to any statute, or to any section of a statute, includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.

4 INFORMATION

- 4.1 The Owner owns the freehold interest in the Land and is registered as proprietor of it with Title Absolute at H M Land Registry free from incumbrances other than those matters contained or referred to in the Property and Charges Registers of Title Number SF594495 at the date of this Agreement.
- 4.2 The Council is the local planning authority for the purposes of the Act for the Land.
- 4.3 The County is the Local Highway Authority for the purposes of the Highways Act 1980 (and considers that the Development will necessitate the highway obligations contained in this Agreement) and the Local Education Authority within the meaning of Section 12 of the Education Act 1996 for Staffordshire (and considers that the Development will necessitate a requirement for a contribution towards the provision of educational facilities.)
- 4.4 The Council is satisfied that the Development is such as may be approved by the Council under the Act and planning permission granted (subject to conditions) subject to the Owner covenanting in the terms of this Agreement.

5 STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1 This Agreement is made pursuant to:
- 5.1.1 Section 106 of the Act; and
- 5.1.2 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011
- and all other enabling powers and enactments which may be relevant for the purpose of giving validity to this Agreement.

- 5.2 The obligations of the Owner in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority.
- 5.3 Subject to clause 5.4, the Owner hereby covenants with the Council to the intent that this Agreement shall be enforceable without limit of time (other than as expressly mentioned in this Agreement) against them and any person deriving title through or under them to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 5.4 No person shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement after they shall have parted with all interest in the Land or the part in respect of which such obligation relates or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest.
- 5.5 No statutory undertaker shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement in respect of any site used only as an electricity substation, gas governor or pumping station.
- 5.6 If the Planning Permission expires (within the meaning of Sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development, this Agreement shall forthwith determine and cease to have effect.
- 5.7 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 5.8 Nothing in this Agreement shall be construed as restricting the exercise by the Council or the County of any powers exercisable by them under the Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions as a local authority.

6 WAIVER

No waiver (whether expressed or implied) by the Council or the County of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County from enforcing any of the relevant terms of conditions or for acting upon any subsequential breach or default.

7 CONDITION PRECEDENT

The planning obligations contained in this Agreement shall not be enforceable by the Council until the grant of the Planning Permission by the Council.

8 OBLIGATIONS

- 8.1 The Owner, the County and the Council further covenant, agree and declare as set out in this Agreement and the Schedules.
- 8.2 The Council agrees with the Owner to grant the Planning Permission as soon as is reasonably practicable after completion of this Agreement.

9 COSTS

- 9.1 The Owner agrees to pay to the Council and the County on the signing of this Agreement their reasonable costs and disbursements of and incidental to the preparation and execution of this Agreement.
- 9.2 The Owner agrees to pay to the Council on demand its reasonable costs and disbursements of and incidental to the monitoring of this Agreement.
- 9.3 The Owner agrees to pay to the County on the signing of this Agreement the County Monitoring Fee.

10 THE FIRST AND SECOND CHARGE

10.1 The First Chargee for itself and its successors in title consents to the Owner entering into this Agreement and covenants with the Council and the County that in the event that the First Chargee takes possession of the Land or any part of it and/or exercising its power of sale under the provisions of the First Charge then the First Chargee and its successors in title will observe and perform and be bound by the terms and conditions of this Agreement so far as the same remain to be observed and performed.

10.2 The Second Chargee for itself and its successors in title consents to the Owner entering into this Agreement and covenants with the Council and the County that in the event that the Second Chargee takes possession of the Land or any part of it and/or exercising its power of sale under the provisions of the Second Charge then the Second Chargee and its successors in title will observe and perform and be bound by the terms and conditions of this Agreement so far as the same remain to be observed and performed.

11 INVALIDITY

It is agreed and declared that if any clause or sub-clause of this Agreement shall be deemed to be unenforceable or ultra vires the remainder of this Agreement shall remain in full force and effect provided severance from this Agreement is possible.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing contained in this Agreement shall give, or be construed as giving, any rights, privileges, powers or enforceability other than to the Council, the County and to the specific person executing this Agreement as the Owner and its successors (if any) as defined in this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Agreement.

13 OTHER MATTERS

- 13.1 In the event of a breach by the Owner of any obligations contained in this Agreement the Owner shall keep the Council and the County fully indemnified against all liability, proceedings, costs, claims, demands and expenses incurred or arising under this Agreement.
- 13.2 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to this Agreement and shall cite the number and clause of this Agreement to which it relates.
- 13.3 Payment of any money under this Agreement shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors' client account cheque within the time specified in this Agreement together with a letter specifically referring to the name, date and parties to this Agreement and citing the number and clause of this Agreement to which the relevant sum relates and identifying which portion of the amount relates to any sum calculated to take account of Index Linking.
- 13.4 This Agreement shall be registered as a Local Land Charge.

IN WITNESS of which the Parties have executed this Agreement as a deed and have delivered it upon dating the day and year first before written.

SCHEDULE 1
General Obligations

The Owner covenants with the Council and the County with the intent that these are planning obligations for the purposes of Section 106 of the Act:

1. To permit the Head of Service (Section 151 Officer) and any person or persons authorised by him access to the Land or any part of it at all reasonable times, on reasonable notice and in compliance with the Owner's reasonable requirements, and to permit him or them to inspect the Development and all materials intended for use in it.
2. To give the Council and the County notice in writing no later than 7 days prior to the anticipated Commencement of the Development.
3. To give the Council and the County notice in writing of the Commencement of the Development within 7 days of Commencement of the Development.
4. To give the Council and the County notice in writing no later than 7 days prior to the anticipated Occupation of the Development.
5. To give the Council and the County notice in writing of the Occupation of the Development within 7 days of Occupation of the Development.

SCHEDULE 2
Affordable Housing Provisions

1. DEFINITIONS

1.1 Housing Definitions

“**Affordable Housing**” means housing built for use as Rented Social Housing Units and/or Shared Ownership Housing Units.

“**Affordable Housing Unit**” means a Rented Social Housing Unit or a Shared Ownership Unit, and reference to “**Affordable Housing Units**” shall be construed accordingly.

“**Affordable Housing Contribution**” means the amount of Affordable Housing to be built within the Development together with the Affordable Housing Sum.

“**Affordable Housing Sum**” means the sum of £330,800 calculated by the Council in lieu of on-site Affordable Housing.

“**Allocations Policy**” means the Council’s policy for the time being for the allocation of rented housing owned by Registered Providers of Social Housing.

“**Capital Value**” of a housing unit means the price at which the Dwelling would be sold on the open market as a Market Housing Unit.

“**Eligible Person**” means a person and their household who is unable to pay the Capital Value of the Affordable Housing Unit as verified in writing by a financial advisor or a mortgage advisor and who intends to occupy the Dwelling as his/her home.

“**Housing Market Area**” means the area comprised of the wards of Crown, Needwood, Rolleston on Dove, Tutbury and Outwoods, and Yoxall.

“**Local Connection**” means one of:

- Continuously resident in the Housing Market Area for at least the last 5 years;
- Cumulative residency in the Housing Market Area of at least 30 years;

- Resident in the Housing Market Area for at least 5 of the last 7 years and with family (parent, child, brother or sister) currently living in the Housing Market Area;
- A need to move to the Housing Market Area to be close to relatives or local facilities in order to give or receive appropriate support or care;
- A need to move to the Housing Market Area because of a specific need for a household member to live close to their place of employment.

“**Market Housing Unit**” that part of the Development which is housing for sale on the open market and which is not Affordable Housing and “**Market Housing Units**” shall be construed accordingly.

“**Market Rent**” is what a willing landlord might reasonably expect to receive and what a willing tenant might reasonably expect to pay for an assured shorthold tenancy of the relevant Affordable Housing Unit, in comparison with similar properties in Barton under Needwood.

“**Practical Completion**” means the issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect.

“**Registered Provider of Social Housing**” means a registered landlord as defined in Part 1 of the Housing and Regeneration Act 2008 who is registered with the regulator pursuant to Section 116 of that Act and has not been removed from the register pursuant to Section 118 or Section 119 of that Act provided that if there is no statutory definition of registered provider of social housing then “Registered Provider of Social Housing” shall mean a provider of social housing approved by the Council (such approval not to be unreasonably withheld or delayed on application to the Council for approval).

“**Rented Social Housing Unit**” means a Dwelling which shall be let by a Registered Provider of Social Housing to a person allocated that Dwelling in accordance with the Council’s Allocations Policy (unless the Council does not have an Allocations Policy), and reference to “**Rented Social Housing Units**” shall be construed accordingly.

“**Shared Ownership Housing Unit**” means a Dwelling which shall be occupied by an Eligible Person on a part rent/part sale (lease) basis, where the rent does not exceed 3% of the balance of the Capital Value and annual rent increases are limited to the Index plus 0.5%, and reference to “**Shared Ownership Housing Units**” shall be construed accordingly.

“Substantially Complete/Substantial Completion” means that Dwellings are sufficiently complete for occupation for their intended use except for minor defects.

1.2 Definitions for Provisos

“Chargee” any mortgagee or chargee of the Registered Provider of Social Housing to which Affordable Housing is transferred or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 in respect of that Registered Provider of Social Housing.

“Chargee’s Duty” the tasks and duties set out in section 4 of this Schedule.

“Protected Tenant” any tenant who:

- (1) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Rented Social Housing Unit; or
- (2) was granted a shared Ownership lease by the freeholder in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the freeholder all the remaining shares so that the tenant owns the entire Unit.

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

2.1. Affordable Housing Contribution

- 2.1.1 To provide 16% of Dwellings across the development as Affordable Housing to be split as 45% for Rented Social Housing Units and as 55% for Shared Ownership Housing Units rounded up to the nearest whole number.
- 2.1.2 To designate in the Reserved Matters Application for approval of the numbers, design and location of the Dwellings which of those Dwellings shall be Rented Social Housing Units and Shared Ownership Housing Units by type, size and plot

in accordance with the adopted planning policy in place at the time a Reserved Matters Application is submitted, to the satisfaction of the Council.

- 2.1.3 Not to Commence the Development without having first paid the Affordable Housing Sum to the Council.

2.2. Construction and Standard of Affordable Housing

- 2.2.1 To construct the Affordable Housing in a good and workmanlike manner
- 2.2.2 To provide fixtures and fittings within the Affordable Housing to the standard normally expected by Registered Providers of Social Housing.

2.3 Occupation of Housing

- 2.3.1 Not to permit the beneficial occupation of more than 60% of the Market Housing Units unless all the Affordable Housing Units have been transferred to a Registered Provider of Social Housing or been Occupied in accordance with this schedule and written notification of such has been received by the Council.
- 2.3.2 Subject to paragraph 3 of this Schedule not to permit the beneficial occupation of any Affordable Housing Unit unless it has been let as a Rented Social Housing Unit or leased as a Shared Ownership Housing Unit

2.4 Rented Social Housing Units

Not to permit the occupation of a Rented Social Housing Unit other than at a rent determined through the national rent regime (Rent Influencing Regime guidance) unless the Council has agreed with the Registered Provider owning the Rented Social Housing Unit that it may, subject to the approval of the Homes and Communities Agency, let it at an Affordable Rent of up to 80% of Market Rent, which the Council will agree provided that the additional income is used by the Registered Provider of Social Housing to fund investment in providing additional affordable housing in East Staffordshire.

2.5 Shared Ownership Housing Units

- 2.5.1 Not to dispose as freeholder of an initial leasehold interest in a Shared Ownership Housing Unit other than a 25% to 75% share of the Capital Value.
- 2.5.2 Not to dispose as freeholder of an interest in a Shared Ownership Housing Unit other than with provision that the occupier of a Shared Ownership Housing Unit shall have the right to increase his Ownership share in the Dwelling by purchasing additional equity over time at minimum points of 5% and at a price reflecting the Capital Value of the share being acquired at the date of acquisition but subject to statutory restriction of the maximum share which can be acquired.
- 2.5.3 Not to dispose as freeholder of a leasehold interest exceeding 50% of the Capital Value unless the proceeds of sale above 50% shall be recycled into provision of alternative affordable housing in East Staffordshire.
- 2.5.4 Not to dispose as freeholder of a leasehold interest in the property other than under a lease containing the Mortgagee Protection Clause contained in the Homes and Communities Agency's (or successor body's) model shared Ownership lease.
- 2.5.5 Not to dispose as freeholder of a leasehold interest in the property without first asking the Council whether it wishes to nominate an Eligible Person to acquire the leasehold interest and allowing the Council 14 days in which to respond.
- 2.5.6 Not to assign as leaseholder a leasehold interest in the property without first asking the landlord and the Council whether they wish to nominate an Eligible Person to acquire the leasehold interest in the property or wish to purchase the leasehold interest and allowing them 14 days in which to respond.
- 2.5.7 Not to dispose of or assign a leasehold interest in a Shared Ownership Housing Unit other than to an Eligible Person.
- 2.5.8 Not to dispose of or assign a leasehold interest in a Shared Ownership Housing Unit, except to an Eligible Person nominated by the landlord or the Council, other than to an Eligible Person with a Local Connection or to a Registered Provider of Social Housing unless and until the leasehold interest has been advertised for sale in the Local Housing Market Area for a period of no less than twelve weeks without a sale being agreed.

3. PROVISOS

- 3.1. The obligations contained in this schedule shall not be binding on a mortgagee or chargee in possession of the Open Market Dwellings on the Site or a receiver appointed by such mortgagee or chargee or a bona fide purchaser for value thereof from such a mortgagee or chargee in possession or receiver appointed (except in the case of a purchaser which is a Registered Provider of Social Housing) or the successors in title of such purchaser with the intent that the clauses in this Agreement relating to Affordable Housing shall cease to bind the Open Market Dwellings on the Site in perpetuity.
- 3.2. The obligations contained in this schedule shall not be binding upon
- 3.2.1. Any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and Chargees; or
 - 3.2.2. Any Chargee who shall have first complied with the Chargee's Duty
 - 3.2.3. Any purchaser from a Chargee who has complied with the Chargee's Duty or any successor in title thereto
- 3.3. The obligation contained in paragraph 2.5 of this schedule shall not be binding on the mortgagee or chargee of a Shared Ownership Housing Unit which has taken possession of the lease.
- 3.4. The obligations contained in paragraph 2.4 of this schedule shall not be binding upon the Owner in relation to an individual Rented Social Housing Unit if it has satisfied the Head of Service with responsibility for planning that it is unable to secure a sale of that Unit to a Registered Provider of Social Housing after making reasonable efforts to secure such a sale as follows:-
- 3.4.1. Advertising the Rented Social Housing Units for sale to Registered Providers of Social Housing for a least three months following their completion;
 - 3.4.2. Actively attempting to enter into serious negotiations with Registered Providers of Social Housing who operate in the borough of East Staffordshire and neighbouring districts to secure sale of the Rented Social Housing Units;

3.4.3. Reducing the price of Rented Social Housing Units to a price which reflects the rental income which will accrue to a Registered Provider of Social Housing.

3.5. In the event that the Council is satisfied that the Owner has made reasonable efforts in accordance with paragraph 3.4 of this Schedule to transfer a Rented Social Housing Unit to a Registered Provider of Social Housing and that there are no reasonable prospects of securing the transfer of that Rented Social Housing Unit to a Registered Provider of Social Housing then the Owner shall be permitted to dispose of that Rented Social Housing Unit on the open market free from the restrictions and obligations contained in this Schedule.

4. CHARGEES DUTY

4.1. A Chargee prior to seeking to dispose of an Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge must give prior notice to the The Head of Service (Section 151 Officer) of its intention to dispose and the notice must make specific reference to this Deed and:

4.2. If the Head of Service (Section 151 Officer) responds within one month from receipt of the notice given under paragraph 4.1 of this schedule indicating that it is seeking arrangements for the transfer of the Affordable Housing Unit in such a way as to safeguard it as Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfers, and

4.3. If the Head of Service (Section 151 Officer) does not respond within one month from receipt of the notice given under paragraph 4.1 of this schedule then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule and

4.4. If the Council responds in accordance with paragraph 4.2 of this schedule but neither it or any other person secures such transfer within three months from receipt of the notice given under paragraph 4.1 of this schedule then provided that the Chargee shall have complied with its obligations under paragraph 4.2 of this schedule the Chargee shall be entitled to dispose of the Affordable Housing unit free of the restrictions set out in this Schedule.

4.5. PROVIDED THAT at all times the rights and obligations in this section 4 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

5. THE COUNCIL'S OBLIGATIONS

- 5.1. To apply the Affordable Housing Sum towards alleviating housing need in the Borough of East Staffordshire:

- 5.2. In the event that any part of an Affordable Housing Sum has not been expended within five years of receipt of that sum then the Council shall return the same to the Owner together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the Council to the date of its repayment to the Owner.

SCHEDULE 3

Education Sums

1. DEFINITION

“the Infant Education Sum” means £22,062 Index Linked.

“the Junior Education Sum” means £33,093 Index Linked.

“the Secondary Education Sum” means £92,000 Index Linked.

2. PLANNING OBLIGATIONS

The Owner covenants with the Council and as a separate covenant with the County with the intent that this is a planning obligation for the purposes of Section 106 of the Act not to Commence the Development without having first:

- 2.1 paid the Infant Education Sum and the Junior Education Sum and the Secondary Education Sum to the County; and
- 2.2 notified the Council that such payment has been made.

3. THE COUNTY’S COVENANTS

The County covenants with the Owner and as separate covenants with the Council:

- 3.1 That the Infant Education Sum will be used by the County towards providing additional places at Thomas Russell Infants School or any successor school or establishment following a change in name or school type.
- 3.2 That the Junior Education Sum will be used by the County towards providing additional places at Thomas Russell Junior School or any successor school or establishment following a change in name or school type.
- 3.3 That the Secondary Education Sum will be used by the County towards a scheme to increase capacity at John Taylor High School or any successor school or establishment following a change in name or school type to include the provision of 4 new classrooms and associated ancillary accommodation consisting of circulation, storage and toilets and

associated site works to address the site circulation and management issues that arise from the increased pupil and staff population on the school site

- 3.4 In the event that any part of the Infant Education Sum and / or the Junior Education Sum and/or the Secondary Education Sum has not been expended within 7 years of receipt of that sum then the County shall return the unexpended part to the person who paid the Infant Education Sum and/ or the Junior Education Sum and/or the Secondary Education Sum together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County to the date of its repayment.

SCHEDULE 4
TRAVEL PLAN

1. DEFINITIONS

- 1.1 **“Travel Plan”** shall mean the Travel Plan appended to this Agreement.
- 1.2 **“Annual Performance Report”** shall mean the annual reports to be submitted indicating how the Travel Plan has been performing and if appropriate the proposals and remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan

2. PLANNING OBLIGATIONS

- 2.1 The Owner covenants with the Council and as a separate covenant with the County with the intent that these are planning obligations for the purposes of Section 106 of the Act:
- (i) Not to Commence the Development until a suitably qualified Travel Plan Co-ordinator with the responsibilities and duties set out in the Travel Plan has been appointed in accordance with the Travel Plan.
 - (ii) To implement the Travel Plan in accordance with the proposals, targets, measures and programme of implementation set out within it.
 - (iii) To ensure that the Travel Plan Co-ordinator is identified to the County - immediately following their nomination and that any changes in this nomination or responsibilities are notified to the County .
 - (iv) To produce and submit to the County an Annual Performance Report, (which shall include, as appropriate, the remedies required as set out in the Travel Plan) for approval in writing in respect of all, or each part of, the Development in accordance with the Travel Plan. In the event that an Annual Performance Report is submitted, which does not in the opinion of the County achieve the objectives and or targets of the Travel Plan, to submit revised proposals and or remedies in accordance with the Travel Plan to the County for its approval in writing. This process shall be repeated

as often as necessary until such revised proposals and or remedies to the Travel Plan are approved in writing by the County.

- (v) To implement the Travel Plan and any modifications arising from an Annual Performance Report approved by the County
- (vi) To submit a copy of any modified Travel Plan (following Annual Performance Report or otherwise), approved by the County, to the Council.
- (vii) Meet with the County on request and within three weeks of the request being made.

3 THE COUNTY'S OBLIGATIONS

- 3.1 To undertake with the Travel Plan Co-ordinator the on-going monitoring and review of the Travel Plan in accordance with the requirements therein
- 3.2 To provide support and advice to the Travel Plan Co-ordinator in implementing the Travel Plan
- 3.3 To respond to the Owner's Annual Performance Reports within three weeks of receipt with either written approval, or in the event of the Annual Performance Report being unacceptable to the County the reasons (which shall be reasonable) to explain to the Owner why revised proposals and or remedies will need to be submitted for approval in writing by the County for the approval of the Annual Performance Report in accordance with the Travel Plan.
- 3.4 To advise the Council of instances where the Owner has not complied with the Travel Plan (following Annual Performance Report or otherwise) in order for the Council to consider whether enforcement proceedings are necessary.
- 3.5 To submit a copy of any revisions to the measures and/ or remedies contained within the Travel Plan (following Annual Performance Report or otherwise), approved by the County , to the Council.



Efflinch Lane
A. Higgett
R.M. Hadford
D. Higgett
[Signature]
H. A. Sindenwick,
Kathy Forde
[Signature]
[Signature]
A. Hadford
Mauell

Efflinch Lane Residential
Development, Barton under Needwood
Travel Plan
Report



Efflinch Lane Residential Development, Barton under Needwood

Travel Plan

Report

JMP Consultants Limited
85-89 Colmore Row
Birmingham
B3 2BB

T 0121 230 6010
F 0121 230 6011
E birmingham@jmp.co.uk

www.jmp.co.uk

Job No. MID3060

Report No. 002

Prepared by BN

Verified BS

Approved by SW

Status FINAL

Issue No. 001c

Date 26 July 2011



Efflinch Lane Residential Development, Barton under Needwood

Travel Plan

Report

Contents Amendments Record

This document has been issued and amended as follows:

Status/Revision	Revision description	Issue Number	Approved By	Date
DRAFT		001	PRF	15/11/2010
DRAFT		001a	PRF	09/02/2010
DRAFT		001b	PRF	30/03/2011
DRAFT		001c	SW	08/06/2011
FINAL		001c	SW	26/07/2011
FINAL		001d	AB	28/11/2011

Contents

1	INTRODUCTION	1
	Background.....	1
	Vision Statement	2
	Scope of the Travel Plan	2
2	WHAT IS A TRAVEL PLAN?.....	3
	Background.....	3
3	POLICY CONTEXT	5
	Background.....	5
	National policy	5
	Local Policies.....	7
4	SITE CONTEXT	9
	Introduction	9
	Site Location and Background.....	9
	Development Proposals	11
5	SUSTAINABLE TRANSPORT LINKS	12
	Introduction	12
	Walking.....	12
	Cycling	12
	Public Transport	13
	Local Facilities	15
6	TRAVEL PLAN AIMS, OBJECTIVES, TARGETS AND INDICATORS.....	17
	General.....	17
	Aims	17
	Objectives	17
	Targets.....	17
7	TRAVEL PLAN MANAGEMENT	21
	General.....	21
	Travel Plan Co-ordinator	21
	Responsibilities of the Travel Plan Co-ordinator	21
8	TRAVEL PLAN MEASURES	22
9	MONITORING AND REVIEW MECHANISMS.....	25
	General.....	25
	Monitoring Plan.....	25
	Reporting	26
	Mitigation	26
10	TRAVEL PLAN ACTION TABLE	28
	General.....	28

11 SUMMARY	30
------------------	----

Tables and Figures

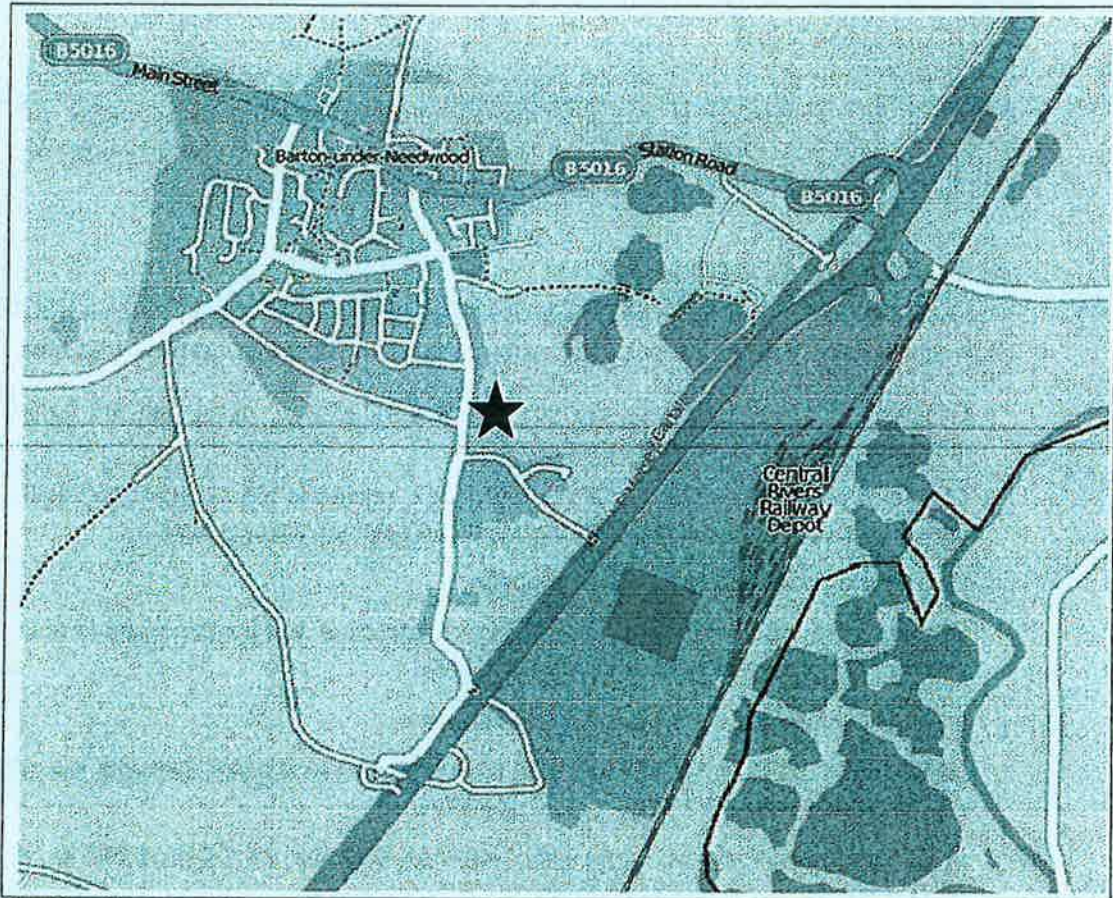
Table 1.1 Development at Efflinch Lane	1
Table 5.1 Local Bus Services.....	13
Table 5.2 Supermarket provision within vicinity of Barton under Needwood.....	15
Table 6.1 TRICS based Multi Modal Trip Generations	17
Table 6.2 2001 Census Method of Travel to Work Data - Resident Population	18
Table 6.3 TRICS based Multi Modal Split.....	18
Table 6.4 Current Modal Split and Targets	19
Table 10.1 RTP Action Plan.....	28

1 Introduction

Background

- 1.1 JMP Consultants Ltd (JMP) has been commissioned by Barton Consortium Limited to produce a Residential Travel Plan (RTP) for the proposed residential development of 130 dwellings at Efflinch Lane, Barton under Needwood, Staffordshire (the 'Site').
- 1.2 Barton under Needwood is situated between Burton upon Trent and Lichfield. The village is linked north and south by the A38, with regular bus services to Burton upon Trent and Lichfield.

Figure 1.1 Site Location



OpenStreetMap contributors, CC-BY-SA

- 1.3 It is expected that the development will comprise a mixture of housing with 15% of the properties being affordable. The expected residential quantum of development is given in Table 1.1 below.

Table 1.1 Development at Efflinch Lane

Housing Type	2 bed	3 Bed	4 Bed	5 Bed	Total
%	18%	36%	34%	12%	100%
Number	23	47	44	16	130
Car spaces	46	94	132	48	320

- 1.4 Using local standards, the **MAXIMUM** number of car parking spaces for this site is **320** spaces. However given this site's commitment to sustainable travel, we are proposing to include just **250** spaces, which is more than a 10% reduction on the maximum total. The package of measures provided by the RTP will act to reduce the need for widespread car ownership and increase the use of sustainable travel modes as an alternative. The emphasis throughout the development will be on minimising car parking per dwelling.
- 1.5 In order to encourage the use of electric vehicles it is proposed to provide each dwelling with an off street parking place with a purpose made electric vehicle recharging point. This will encourage residents to use electric vehicles and this will assist in improving local air quality and improve the development's carbon footprint.

Vision Statement

- 1.6 Sustainability is at the heart of our development. We aim to ensure that our development is fully integrated and accessible to neighbouring communities resulting in seamless connectivity. Enabling residents to utilise sustainable modes of transport, as well as providing them with facilities to reduce their need to travel, is central to our development proposals.

Scope of the Travel Plan

- 1.7 Scoping discussions have been held with officers at Staffordshire County Council (SCC) and the Highways Agency (HA). As a result of these discussions, the scope of this RTP is as follows:-
- Chapter 2 provides details on the concept of a travel plan, along with the benefits to the individual, the community and the environment;
 - Chapter 3 provides a review of the policy context related to the development; setting out the relevant national, regional and local transport and planning policy issues;
 - Chapter 4 details the development proposals;
 - Chapter 5 provides a review of the existing infrastructure and travel options to the site, along with an examination of the existing transport links;
 - Chapter 6 details the aims, objectives and targets;
 - Chapter 7 provides detail on travel plan co-ordination and support, including the appointment and responsibilities of a Travel Plan Co-ordinator;
 - Chapter 8 describes the travel plan measures that will be implemented to ensure that objectives and targets of the travel plan are met;
 - Chapter 9 provides detail on the monitoring and review mechanisms;
 - Chapter 10 sets out an action plan with accompanying timescales to implement; and
 - Chapter 11 provides a summary of the travel plan.

2 What is a Travel Plan?

Background

- 2.1 It is important to highlight that travel plans are designed to encourage the use of a mix of different modes of transport when undertaking everyday journeys. A travel plan is not about everyone leaving the car at home, or the sudden shift of large numbers of people from the car to bus. For each individual, there may be different options regarding modal shift, with some taking the bus, some car sharing, some walking and cycling and some deciding not to travel in the first place. The overarching objective of a travel plan is to ensure that all these options are available, attractive and well advertised.
- 2.2 In essence a travel plan is an evolving management strategy for a site, which is constantly monitored, reviewed and revised where necessary. It should incorporate a set of measures and targets that are tailored to the needs of the site, whilst minimising the impact of travel and transport. Such measures should primarily encourage the use of public transport, walking, cycling and car sharing.
- 2.3 A travel plan is based on the idea of "win-win" scenarios and the ability of employees, residents and businesses to realise the many advantages of changing the way they travel. These advantages could include:

Benefits to the Individual

- A wider choice of travel options;
- A healthier lifestyle for those who walk and/or cycle and a healthier workforce;
- More time to spend on social, leisure and family activities;
- Less time spent in traffic jams and in queues waiting to get into and out of car parks;
- Time savings arising from not needing to search for a car parking space; and
- Financial savings.

Benefits to the Community

- Improved air quality;
- Reduced traffic levels; and
- Improved pedestrian and cycle facilities.

Benefits to the Environment

- Reduced carbon footprint; and
- Improved air quality.

- 2.4 A travel plan will contain a number of measures, both to positively influence (soft measures) and to dissuade defined travel behaviour (hard measures). Soft measures may consist of improved public transport services (in price, frequency, direct routes, cleanliness, safety, security and reliability); a range of incentives to encourage cycling (bicycle loans and grants, showers and lockers, and convenient parking); and car sharing incentives (database matching, priority car parking spaces and financial rewards).

2.5 On the other hand, hard measures may consist of parking restrictions and car parking charges. Every site is unique and requires its own mixture of site specific "soft" and "hard" measures.

3 Policy Context

Background

- 3.1 This section reviews relevant transport and land use planning policies to the Efflinch Lane Residential Development. The current agenda for providing transport access is moving away from one of providing significant new highway capacity, towards policies that seek to encourage more sustainable modes than the private car, highlighted through the 1998 Transport White Paper and Planning Policy Guidance 13: Transport introduced in 2001.

National policy

National Planning Policy Framework

- 3.2 The National Planning Policy Framework was published and came into effect on March 27th 2012. The document constitutes guidance for local planning authorities and decision takers both in drawing up plans and as a material consideration in determining planning applications. The document sets out the Government's planning policies for England and how these are expected to be applied. The transport policies within the document supersede previous planning policies and guidance including PPG13.
- 3.3 The document reaffirms the status of local development plans as the starting point for decision making.
- 3.4 The document states that "all developments that generate significant amounts of movement should be supported by a Transport Assessment or a Travel Plan". Planning decisions should take account of:
- Whether the opportunities for sustainable travel have been taken up;
 - If safe and sustainable access to the site can be achieved for all people; and
 - If any significant impacts of the development can be cost effectively limited.
- 3.5 The document states that development should only be prevented or refused on transport grounds where the residual cumulative impacts are severe.

Transport White Paper

- 3.6 '*Creating Growth, Cutting Carbon: Making Sustainable Local Transport Happen*', the Government's White Paper on the future of transport was published in January 2011. The White Paper actively promotes the Government's commitment to a future of building economic growth and a low carbon transport system in the UK.
- 3.7 The document stresses the importance of reducing congestion and promoting sustainable transport to create and develop active and healthy lifestyles and communities. The paper identifies that it is the role of local authorities, communities, companies, employees and individuals to actively engage in identifying transport needs and transport choices.

Smarter Choices – Changing the Way We Travel

- 3.8 The Department for Transport's (DfT) Smarter Choices guidance (2005) outlines the impact that soft measures, such as improved facilities for pedestrians, cyclists and public transport users; greater travel information provision and personalised journey planning can have on a reduction in traffic, and specifically single occupancy vehicle use.

Making Residential Travel Plans Work

- 3.9 It should be noted that this guidance, published by the DfT in 2005, is under current review by the Government. The guidance describes a Residential Travel Plan (RTP) as, 'a package of measures designed to reduce the number and length of car trips generated by a residential development, while also supporting more sustainable forms of travel and reducing the overall need to travel.
- 3.10 The document covers aspects of preparing a RTP and the challenges specific to a residential 'origin' cohort compared to traditional destination-based (i.e. schools and workplaces) travel planning.
- 3.11 Importantly, the guidance highlights that:
- The pattern of journeys originating at home is more varied, with residents having multiple destinations and different needs and travel choices over time; and
 - An ongoing management organisation and structure for the travel plan needs to be put in place, as there is often no single company or institution to provide continuity and a common point of interest.
- 3.12 Recognised local benefits of travel planning for residents include:
- Reducing the need for car use with benefits in terms of reduced traffic, congestion, air pollution and accidents;
 - Improving accessibility and travel choice for reaching local facilities;
 - Improving public transport provision for people in nearby developments because of the increased economies of scale;
 - Complementing nearby travel plans, and possibly even assisting them in achieving more ambitious initiatives;
 - Improving access by the wider community to the residential development by sustainable modes of transport;
 - Representing good practice and providing an educational tool to help change perceptions about the convenience and benefits of not using the car where alternatives exist;
 - Achieving more attractive environments that contribute to regeneration and renewal initiatives; and
 - Increasing marketability of the development as more households seek to change their travel behaviour.
- 3.13 Specifically the guidance states that the objectives of a Residential Travel Plan should:
- Address residents' need for access to a full range of facilities for work, education, health, leisure, recreation and shopping. In some cases this will mean providing facilities that reduce the need to travel, such as a local shop;
 - Reduce the traffic generated by the development to a significantly lower level of car trips than would be predicted for the site without the implementation of the travel plan;
 - Promote healthy lifestyles and sustainable, vibrant local communities;
 - Encourage good urban design principles that open up the permeability of the development for walking and cycling linked to the design and access statements; and

- Address specific problems identified in the site's Transport Assessment - for example, a road safety problem that prevents children or older people from gaining access to key facilities.

Guidance on Transport Assessments (GTA)

3.14 The Department for Transport (DfT) / Department for Communities and Local Government (DCLG) 'Guidance on Transport Assessment' (GTA), published in March 2007, provides updated guidance on the necessity and role for the preparation of Transport Statement (TS) and Transport Assessment (TA) Reports, based upon, and making reference to, the guidance as set out in the NPPF. It encourages the preparation of travel plans in accompaniment to an assessment of the potential transport impacts of a proposed development.

3.15 GTA 2007 states (para.4.80, p.34):

"A travel plan is a package of Site-specific initiatives aimed at improving the availability and choice of travel modes to and from a development. It may also promote practices or policies that reduce the need for travel. Travel plans are becoming an increasingly important tool in the delivery of sustainable outcomes. They provide, together with transport assessments, the mechanism for assessing and managing access to sites. In addition, they can help improve accessibility, both to and from the Site, and to local amenities and services."

Good Practice Guidelines: Delivering Travel Plans through the Planning Process (2009)

3.16 The Department of Transport (DfT) published guidance on delivering travel plans through the planning process. The guidance states that for C3 Dwelling houses of over 80 units, a full Travel Plan is the requirement as opposed to a Travel Plan Statement. The Proposed Development consists of up to 250 units and as such will necessitate a full Travel Plan.

Local Policies

Staffordshire Local Transport Plan 3 2011-2026 (LTP3)

3.17 The Staffordshire LTP3 has now been submitted and will come into effect in 2011. It considers all forms of travel across the county: car based travel, walking, cycling, public transport and freight, as well as the management and maintenance of local roads, road safety and accessibility initiatives.

3.18 The LTP will contain two parts, one being the "Strategy Plan" which will contain the policies that set out how the transport network will attempt to support economic prosperity, whilst safely and conveniently connecting communities across Staffordshire and beyond over the next 15 years. The second part being the "Implementation Plan" which will set out a programme of improvements which will take place in order for the Strategy Plan to be delivered. The Strategy Plan will be reviewed every three years while the Implementation Plan will be a five year document rolled forward annually.

3.19 The LTP's overarching objectives focus upon:

- Supporting growth and regeneration;
- Promoting equality of access and opportunity;
- Respecting the natural and built environment;

- Tackling climate change and its effects on the highway;
- Contribute towards improved health and quality of life;
- Tackling safety and security of the network; and
- Maintaining the highway effectively and efficiently.

East Staffordshire Borough Council Local Development Framework (LDF)

3.20 The most recent East Staffordshire Borough Council Local Development Framework (LDF) was introduced in June 2010. The plan's aims and objectives are to ensure that East Staffordshire is a "leading sub-regional business location, with a growing diversified economy that succeeds in a step change in the boroughs housing and employment mix". The plan emphasises the need to work with the private sector to ensure that new developments are both sustainable and of high design. The plan highlights key challenges which must be overcome as part of its Core Strategy:

- To maintain an emphasis on re-using previously developed sites but to realise that Greenfield sites will also be required to meet overall development needs;
- Meeting housing needs of the growing number of households with homes that meet the specific requirements of a changing population;
- Working to minimise climate change as a result of development and activity in the Borough, as well as adapting new development to the impacts of climate change which we cannot reverse; and
- Improving the poor public transport infrastructure including rail within East Staffordshire, so as to encourage more sustainable forms of travel and also address the movement of traffic in urban and rural areas.

East Staffordshire Borough Local Plan

Parking Standards

3.21 The Borough Council will encourage the use of more sustainable modes of transport by imposing maximum car parking levels for proposed developments

3.22 For residential developments, such as the development in question here, the maximum parking standards are:

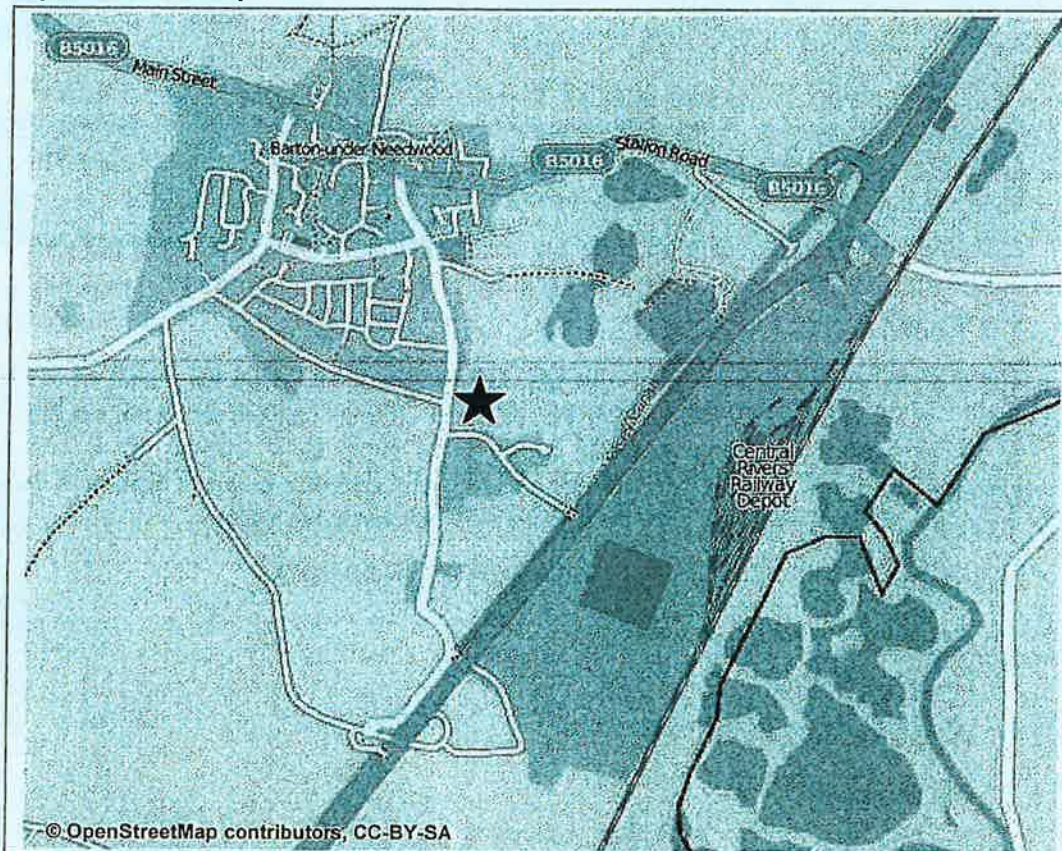
- 1 Bedroom dwelling – 1 space + 1 space per 3 dwellings for visitors;
- 2 or 3 Bedroom dwelling – 2 spaces; and
- 4 or more Bedrooms – 3 spaces.

4 Site Context

Introduction

- 4.1 This Travel Plan has been prepared to be submitted as part of an outline planning application. The outline planning application proposes the development 130 dwellings on land off Efflinch Lane, as shown in **Figure 4.1** below.
- 4.2 The proposed development would be accessed off Efflinch Lane via a new priority 'T' junction. The new junction would be located to the north of the existing junction with Captains Lane. The principle of this access location has already been discussed with and agreed by Staffordshire County Council.

Figure 4.1 Site Map



Site Location and Background

- 4.3 Barton has been and will continue to be an affluent and popular village: indeed it is one of the best serviced villages within the district, and can sustain a moderate level of housing growth over the coming years. In terms of transport Barton benefits from having a well developed and linked footpath network which is being improved with an active Civil Parish promoting knowledge of the path network with signboards.

- 4.4 Through its Settlement Hierachy report ESBC has identified Barton under Needwood as the joint highest scoring village (with Tutbury) in the Borough in terms of the availability of key services and hence the most able to accept population growth. Barton is well serviced as it has a post office, small supermarket, pharmacy, library, churches, village hall, public houses, medical centre, early years provision, two primary schools and a secondary school. The secondary school is the best state school in the County and so the village is popular with families who wish their children to attend it. Not far from the village is the Barton Marina development with a public house, restaurants, cafes and specialist shops. At Barton Turns by the A38 is a large employment site offering a range of jobs. The main employment area of Burton is easily accessible from the village by public transport.
- 4.5 The site is situated in Barton under Needwood, and is located off Efflinch Lane which forms its western boundary. Efflinch Lane runs generally north to south from the south eastern corner of the village, through to the centre of the village where it meets the B5016 at a simple priority "T" junction. The B5016 runs east to west through the village as Main Street to the west of Efflinch Lane and Station Road to the east of Efflinch Lane. All roads within the centre of the village are subject to a 30mph speed limit, although on many sections prevailing speeds are lower than this, and have street lighting. To the west Main Street meets the A515 Lichfield to Ashbourne road and to the east, Station Road crosses the A38 trunk road at Barton Turns. East of the A38 the B5016 becomes the unclassified Walton Lane and continues through to Walton on Trent.
- 4.6 Efflinch Lane continues south from the site access out of the southern end of the village. To the south of the village it meets Dogshead Lane, which almost immediately to the east has a junction with the A38 at Catholme.
- 4.7 The A38 which runs to the east of the site, can be accessed by the two junctions noted above, Barton Turns to the north and Catholme to the south. Barton Turns is accessed via Station Road, whilst Catholme Junction is accessed by travelling south along Efflinch Lane. The A38 also provides key linkages to the A5, A50, M1 and M6. The A38 also provides access to Burton upon Trent and Derby in the north, and Birmingham and Lichfield to the south.
- 4.8 The distances to nearby key centres from the site are shown below:
- Burton upon Trent – 5.4 miles;
 - Lichfield – 8 miles;
 - Birmingham – 25.6 miles; and
 - Derby – 17.8 miles.
- 4.9 Despite high levels of car ownership and use in and around the village, traffic conditions do not generally create a significant issue. The only issue of real note is short term AM peak hour congestion around the Main Street, Station Road and Efflinch Lane junction close to the centre of the village. This junction is close to both the Secondary school to the west and Primary (infants) school to the east. Both of these schools currently generate on street parking along Main Street and Station Road, resulting in vehicles having to stop and start to manoeuvre around the parked cars. As the traffic includes a number of school coaches and HGVs, these vehicles have difficulty manoeuvring around the parked vehicles, thereby adding to the delay and congestion. This typically lasts for around 15 – 20 minutes in the AM peak. The package of transport measures identified for the village by the Parish Council (set out in paragraph 4.10 below), and to which the site will contribute, seeks to reduce the incidence and severity of this short term congestion.

Development Proposals

4.10 The development proposal is for 130 dwelling to be located on land which will be accessed off Efflinch Lane as stated in paragraph 4.6. Based on strong and welcomed discussions with Barton Parish Council, additional proposals will provide improved traffic flow patterns within the village. The identified schemes are;

- Funding a coach park on Station Road for the Secondary School;
- Drop off and parking point for the Thomas Russell Junior School, if the school so require, conveniently reached from within the development and approached down Captains Lane and Efflinch Lane; and
- Encouraging the schools to adopt measures to maximise their use of the improvements offered. For example, Junior School parents will be encouraged to use Wales Lane and Captains Lane, and avoid where possible the Efflinch Lane/Main Street junction.

5 Sustainable Transport Links

Introduction

- 5.1 Government guidance on sustainable transport, set out in the NPPF, has the objective of integrating planning and transport in order to; promote sustainable transport choices, promote accessibility to developments by sustainable transport modes and to reduce the need to travel, especially by car.
- 5.2 The following section details the sustainable transport options available for accessing Barton under Needwood, and as such the site itself.

Walking

- 5.3 There is currently good provision for pedestrians in terms of accessing the site. The site benefits from the fact that it is located nearby existing residential dwellings, and as such pedestrian footpaths already exist. Efflinch Lane, off which the development will be situated, also has pedestrian footpaths leading into the village centre of Barton under Needwood itself, although for the majority of the route, a footway is only provided to the right of the carriageway.
- 5.4 The development also proposes the provision of footpaths to the north and east of the site to permit access to the nearby Country Park and Marina (north) and canal side walk (east), along with the proposal for a new footway from the site to the nearby Thomas Russell Junior School, if the school so require.
- 5.5 Given that the proposed development is residential, it is important to consider the distance to schools on foot. There are three schools in the vicinity of the site, all of which are accessible on foot in under 15 minutes. The fact that these schools are within walking distance provides the opportunity to reduce the number of car trips from the site in peak periods as an alternative travel option exists for residents.
- 5.6 Residents will be provided with information through the Welcome Pack. The information will identify and explain the benefits of walking, and incorporate suggestions for healthy active walks and nature walks. Information will also be provided on walking groups and associations. Information on safe routes will be provided for children when accessing their school.

Cycling

- 5.7 The National Cycle Network passes through Barton, with Route 54 running south through Alrewas and on to Lichfield. The cycle route enters the village through The Green, before running along Short Lane and St James Road, then leaving to the north along Dunstall Road. The cycle route then continues north on to Burton upon Trent.
- 5.8 Cycling information and advice will be provided within the Welcome Packs. This information will include details and maps of national and local cycling routes within Barton under Needwood and surrounding area.

Public Transport

Bus

- 5.9 There is a bus stop located directly outside the proposed site access point. This bus stop is therefore located within the standard 400m from the entrance to the site, as being considered acceptable and will provide all residents with access to a bus service.
- 5.10 As part of the development, the existing bus stop infrastructure would be upgraded as part of the development, with the provision of suitable bus shelters and timetable information displays.
- 5.11 The site is served by buses running from Burton upon Trent to Lichfield, with further connecting services available at these destinations. Further information about these bus routes are provided in **Table 5.1** below, with information taken from the Arriva Midlands website.

Table 5.1 Local Bus Services

Service Number	Operator	Route	First Bus Weekday	Last Bus Weekday	Frequency
7	Arriva Midlands	Burton upon Trent – Barton – Lichfield	06:27	23:31	1 per hour
		Burton upon Trent – Barton – Lichfield	07:08	22:51	
7A	Arriva Midlands	Burton upon Trent – Barton – Alrewas NMA	09:07	17:19	1 per hour
		Burton upon Trent – Barton – Alrewas NMA	09:34	16:47	

- 5.12 The three bus services, outlined in the table above, provide regular access from the site to Lichfield and Burton upon Trent, with Lichfield being accessible in 29 minutes from the site via the number 12 bus, and Burton in 20 minutes.

Rail

- 5.13 Burton upon Trent rail station is approximately five miles north of the proposed development along the A38. From this location there are regular services to Derby and Birmingham. The table below summarises rail journeys from Burton upon Trent:

Table 5.2 Rail Services from Burton upon Trent

Rail Route	Operator	Frequency	Duration	Service Times	
				First	Last
Burton upon Trent-Birmingham New Street	Cross-country	3 per hour during peak, 2 per hour otherwise	~ 25-40 minutes	06:20	22:55
Birmingham New Street-Burton upon Trent	Cross-country	3 per hour during peak, 2 per hour otherwise	~ 25-40 minutes	06:19	23:09
Burton upon Trent – Derby	Cross-country	3 per hour during peak, 2 per hour otherwise	~ 10-15 minutes	06:50	23:40
Derby – Burton upon Trent	Cross-country	3 per hour during peak, 2 per hour otherwise	~ 10 - 15 minutes	06:10	22:45

5.14 Seven miles to the south of the site lies Lichfield Trent Valley railway station. From this station there are regular services to Birmingham along with services to London Euston, Crewe and Stoke. The table below summarises rail journeys from Lichfield Trent Valley.

5.15 Services are also available on the West Coast mainline at Lichfield Trent Valley, with an hourly daytime London Midland service between Crewe and London Euston and occasional Virgin West Coast services. Both railway stations can be accessed by bus from Barton under Needwood or via cycle route 54

Table 5.3 Rail Services from Lichfield Trent Valley

Rail Route	Operator	Frequency	Duration	Service Times	
				First	Last
Lichfield Trent Valley – Birmingham New Street	London Midland	3-4 per hour during peak, 2 per hour otherwise	~ 43 minutes	06:17	22:55
Birmingham New Street – Lichfield Trent Valley	London Midland	3-4 per hour during peak, 2 per hour otherwise	~ 43 minutes	06:01	22:35
London Euston - Lichfield Trent Valley - Crewe	London Midlands	1 per hour		06:24	22.00
Crewe – Lichfield Trent Valley – London Euston	London Midland	1 per hour		05:18	20.50

Local Facilities

- 5.16 The accessibility to services from the proposed development site is demonstrated in **Table 5.4** below. The local amenities within the village of Barton under Needwood are listed with their distances also highlighted:

Table 5.4 Amenities in vicinity of proposed development

Amenity	Name	Location	Distance
Schools	John Taylor High School	Dunstall Road, Barton, Staffs, DE13 8AZ	0.7 miles
	Thomas Russell Infant School	Station Road, Barton, Staffs, DE13 8DS	0.7 miles
	Thomas Russell Junior School	Gilmour Lane, Barton, Staffs, DE13 8EU	0.1 miles
Shops	Co-op Food Store	31, Main Street, Barton, Staffs, DE13 8AA	0.6 miles
	Londis	62-64, Oak Road, Barton, Staffs, DE13 8DP	0.4 miles
	Yoxall Village Newsagent	4, Main Street, Barton, Staffs, DE13 8DP	0.5 miles
Library	Barton Library	Dunstall Road, Barton, Staffs, DE13 8AX	0.7 miles
Post Office	Barton Post Office	60, Main Street, Barton, Staffs, DE13 8AA	0.6 miles
Pharmacy	Barton Pharmacy	52-54 Main Street, Barton, Staffs, DE13 8AA	0.6 miles
Doctors Surgery	Barton Health Centre	Short Lane, Barton, Staffs, DE13 8LB	0.6 miles
Dentist	Barton Dental Practice	26b, Main Street, Barton, Staffs, DE13 8AA	0.6 miles

- 5.17 It is clear that there are a range of services in Barton under Needwood that are accessible within walking distance from the proposed development site.
- 5.18 Table 5.5 provides details of supermarkets around Barton under Needwood and whether they provide a home delivery service.

Table 5.2 Supermarket provision within vicinity of Barton under Needwood

Supermarket	Location	Distance	Home Delivery Service
Sainsbury's	Burton upon Trent	4.6 miles	✓
Tesco	Burton upon Trent	5.3 miles	✓
Asda	Burton upon Trent	6.3 miles	✗
Tesco Extra	Lichfield	7.6miles	✓
Waitrose	Lichfield	8.0 miles	✓
Sainsbury's	Tamworth	9.5 miles	✓
Asda Supercentre	Tamworth	12.9 miles	✓

6 Travel Plan Aims, Objectives, Targets and Indicators

General

- 6.1 This section sets out the aims, objectives, targets and indicators, which are informed by the trip assessment work presented in the Transport Assessment for the Site.
- 6.2 The benefits of a well-managed RTP extend beyond the Site and will contribute to improvements in local visual setting, pedestrian and cycle mobility. The RTP demonstrates that its provisions can adequately manage any change in residents' travel behaviour. This means encouraging greater use of public transport, walking and cycling and discouraging unnecessary car usage.

Aims

- 6.3 The aims of the RTP are to:
- Enable mobility through sustainable travel modes; and
 - Increase active modes of travel by residents.

Objectives

- 6.4 To realise the above aims, the main objectives of the RTP are to:
- Provide for residents' needs for access to a range of key services; to work, education, health, leisure, recreation and shopping;
 - To influence the travel behaviour of residents;
 - Encourage less dependence on single occupancy vehicles (SOV);
 - Enable residents to take up cycling; and
 - Promote the positive contribution that active modes of travel can make to health and wellbeing.

Targets

- 6.5 The targets, which have been developed for the RTP, are based on the results of a multi-modal trip assessment. The person trip rate selection process was based on the identification of the most comparable sites contained within the most recent version of TRICS (version 2010(b) v6.6) available at the time of assessment (see Table 6.1).

Table 6.1 TRICS based Multi Modal Trip Generations

Mode	AM Peak		PM Peak	
	ARR	DEP	ARR	DEP
Walking	5 (15%)	22 (18%)	7 (8%)	6 (12%)
Cycling	1 (3%)	4 (2%)	2 (2%)	1 (2%)
Public Transport	0 (0%)	4 (2%)	2 (2%)	1 (2%)
Vehicles	21 (64%)	59 (50%)	56 (65%)	32 (62%)
Car Passengers	6 (18%)	31 (15%)	18 (21%)	12 (23%)
Total	33	117	85	52

- 6.6 Given that there is no modal share data available for the new site, due to its current vacant status, 2001 census data for the village of Barton under Needwood and the estimated modal split as reported in the transport assessment is also used to provide targets for the new site.
- 6.7 The Travel to Work data from the 2001 Census was consulted for the Needwood ward. This data is summarised in the **Table 6.2** below:

Table 6.2 2001 Census Method of Travel to Work Data - Resident Population

Mode	Needwood (Ward)	East Staffordshire (Borough Council)	West Midlands
Walking	6%	12%	10%
Cycling	2%	5%	2%
Bus	3%	4%	10%
Train	1%	1%	2%
Motorcycle	1%	1%	1%
Car Driver	80%	69%	66%
Car Passenger	7%	8%	8%
Other	0%	0%	0%
Total	100%	100%	100%

- 6.8 **Table 6.3** provides an overview of the proposed modal split of the development. This has been derived from the TRICS assessments within the Transport Assessment.

Table 6.3 TRICS based Multi Modal Split

Mode	Proposed Site Modal Split (TRICS)		Average Total Proposed Site Modal Split
	AM Peak	PM Peak	
Walking	18%	9%	14%
Cycling	2%	2%	2%
Bus	2%	2%	2%
Train	-%	-%	-%
Motorcycle	-%	-%	-%
Driving a Car or Van	53%	64%	58%
Passenger in a Car or Van	25%	22%	24%
Trips not made (including home working)	-%	-%	-%
Total	100%	100%	100%

6.9 The RTP targets for the site are shown in **Table 6.3**:

Table 6.4 Current Modal Split and Targets

Mode	Proposed Site Modal Split (TRICS)		Average Total Proposed Site Modal Split	Interim Target (1 year post completion)	Final Target (5 years post completion)	Net Change
	AM Peak	PM Peak				
Walking	18%	9%	14%	14%	16%	+2%
Cycling	2%	2%	2%	3%	5%	+3%
Bus	2%	2%	2%	3%	5%	+3%
Train	-%	-%	-%	1%	1%	+1%
Motorcycle	-%	-%	-%	1%	1%	+1%
Driving a Car or Van	53%	64%	58%	53%	44%	-14%
Passenger in a Car or Van	25%	22%	24%	24%	26%	+2%
Trips not made (including home working)	-%	-%	-%	1%	2%	+2%
Total	100%	100%	100%	100%	100%	N/A

- 6.10 The data shows that 80% of Needwood residents drive to work, which is significantly higher than the numbers driving to work in the wider East Staffordshire area, where 69% drive to work, and the proposed level identified with the TA . Due to the observed levels of car drivers from the 2001 ward data, an initial target has been identified. It is proposed that the target is a reduction in the number of residents travelling to work from the site as a car driver by 14% over a 5 year period. This 14% is the final target reduction in trips made by car/van drivers as shown in **Table 6.4**. The proposed site is estimated to have 58% of journeys made by car/van drivers (based on TRICS data). The 14% reduction will result in 44% of journeys being made by car/van drivers in 5 years time.
- 6.11 This 14% reduction will be achieved through an increase in the use of sustainable modes of travel, and the promotion of car sharing from the site. The use of Staffordshire Share-a-Lift scheme will also be encouraged in an attempt to meet these targets. Residents whose employers are enrolled on the scheme are able to identify potential car share partners by signing up to the scheme. Residents whose employers are not currently on the scheme, but would be eligible to join and will be provided with information to assist their employer to enrol.
- 6.12 The RTP aims to increase participation in active modes of travel, with an anticipated modal increase in walking and cycling over the duration of the travel plan.
- 6.13 The targets given in **Table 6.4** are SMART: specific, measurable, attainable, realistic and time bound. They reflect the aspirations of the RTP. The baseline mode split and subsequent targets will be refined following an initial residential travel survey following occupation of the development.

7 Travel Plan Management

General

- 7.1 The RTP will be managed by a Travel Plan Co-ordinator, who will also be responsible for the day-to-day implementation of the travel plan measures.

Travel Plan Co-ordinator

- 7.2 The RTP will be managed and monitored by a Travel Plan Co-ordinator who will have overall responsibility for ensuring delivery of the proposed measures and initiatives to time and budget.
- 7.3 Details of the nominated Travel Plan Co-ordinator will be provided to Staffordshire County Council. The Travel Plan Co-ordinator will be the first point of contact for all travel matters. It is essential that a Travel Plan Co-ordinator is established prior to site occupation.
- 7.4 The designated Travel Plan Co-ordinator will have access to sufficient resources to support the aims and measures of the travel plan, whilst ensuring there is ongoing monitoring of the plan

Responsibilities of the Travel Plan Co-ordinator

- 7.5 The Travel Plan Co-ordinator will have the following responsibilities:
- Overseeing the development and implementation of the Travel Plan;
 - Obtaining and maintaining commitment and support from residents;
 - Designing and implementing effective marketing and awareness raising campaigns to promote the Travel Plan amongst residents;
 - Briefing sales staff and estate agents on the role of the Travel Plan and the benefits it provides, as well as ensuring that buyers 'buy-in' the scheme;
 - Setting up co-ordinating and attending meetings with Staffordshire County Council;
 - Setting up, co-ordinating and attending meetings with Barton Parish Council;
 - Setting up, co-ordinating and attending meetings with the Residents Association;
 - Co-ordinating the registration with Staffordshire County Council Share-a-Lift scheme and the administration of car-sharing records;
 - Keeping all public transport records up to date;
 - Liaising with local public transport operators;
 - Commissioning and assisting with travel surveys;
 - Setting the approved targets; and
 - Monitoring the programme for the travel plan, including undertaking annual reviews of the progress and preparing monitoring reports to be submitted to Staffordshire County Council.
- 7.6 The Travel Plan Co-ordinator will report to both the Residents Association and Barton Parish Council. Regular progress notes will be provided, alongside annual monitoring reports.

8 Travel Plan Measures

Introduction

- 8.1 It is important that good public transport, cycling and walking facilities are provided, which will influence the car ownership choice of families choosing to live at the site, to ensure that the focus on sustainable living is ingrained from the very outset. Encouraging people and families to use sustainable travel and reduce car use will provide wider economic, social and environmental benefits to the community and individuals within Barton under Needwood.
- 8.2 In order to meet the objectives and targets of the travel plan, a number of measures will be implemented on site. These measures are designed to enhance the accessibility of the site in order to make alternative modes of travel as attractive as possible.

Reducing the Need to Travel

- 8.3 Modern developments and technological advances are reducing the need to travel as previously required over a decade ago. In the present, swift communication via the phone and email on a mobile basis enables business and communication to take place in a variety of locations, including the home. Through good communication links and high speed broadband internet links, more tasks and actions can be undertaken from home through the use of the internet.
- 8.4 The internet integral tool which can be used to undertake personal and domestic day to day tasks. A key sector which is benefiting from the internet is retail. Residents are now able to purchase a variety of goods and services through the internet reducing the need to travel. A key opportunity is grocery shopping with number of the key food retailers offering home delivery services.
- 8.5 The Travel Plan Co-ordinator will actively promote home working arrangements and the use of online retailing with residents on the development.

Walking

- 8.6 Within the development site itself, footpaths will be clearly lit to increase pedestrian safety. Features such as green space will create an attractive environment for pedestrians.
- 8.7 The Travel Plan Co-ordinator will establish a "Walking Buddy Scheme", which would be set up for residents to help increase their environmental awareness and social interaction with other residents. A "Walking Buddy Scheme" would be beneficial for those taking young children to school or indeed residents who work within close proximity of the site. The scheme will be promoted by the Travel Plan Co-ordinator upon occupation of the site.
- 8.8 The development proposal will also include a safe footpath leading to the Thomas Russell Junior School to the north of the site. It is hoped this will encourage parents to leave the car at home for the school run, by providing opportunities to safely access the school on foot.

Cycling

- 8.9 Cycle parking will be provided to residents in line with recommended guidelines. East Staffordshire Borough Council cycle parking guidelines for residential sites state that for each dwelling, 1 cycle space should be provided. This would typically be accommodated within appropriate size garages for houses. Cycle parking facilities will also be available in communal parts of the site.
- 8.10 The Travel Plan Co-ordinator will establish a Bicycle Users Group (BUG) for residents. The aim of a BUG is to meet the needs of existing and potential cyclists by providing them with "bike buddies" cycle maps, information on safe routes and cycle parking facilities.

- 8.11 The Travel Plan Co-ordinator will identify opportunities to involve residents in a cycle training scheme to encourage the use of this mode of travel. A cycle training scheme could help to increase the confidence of those who maybe haven't cycled for many years or who are new to cycling but would like to be able to cycle to work/school or other local services.

Public Transport

- 8.12 Bus and rail information will be displayed to residents on communal notice boards on site. Residents will also be provided with welcome packs detailing the travel options in the vicinity of the site as well as promotional activities such as National Bike week, information on car sharing, BUG and the "Walking Buddy Scheme".
- 8.13 Residents will be provided with up to date ticket information, in terms of special offers that may be available along with updated timetables and maps. The Travel Plan Co-ordinator will liaise with Staffordshire County Council to ensure all public transport provision information is kept up to date.
- 8.14 Each household will be provided with the opportunity to obtain either one free bus pass for twelve months or two free bus passes for twelve months. The system will work on a voucher basis. Residents who wish use the bus in order to travel will redeem their voucher in return for a bus pass. The Travel Plan Co-ordinator will be responsible for the management of the bus pass initiative.

Household Personalised Travel Planning

- 8.15 Each household will be provided with a Welcome Information Pack, when they sign for their property. The Welcome Information Pack will clearly identify the aims and objectives of the Travel Plan and will include the contact details of the Travel Plan Co-ordinator who can be contacted if residents have any questions or require further advice on travel behaviour. The pack will include information about walking and cycling routes, public transport services, and opportunities to take days out within Staffordshire using sustainable modes of transport.
- 8.16 Households will be encouraged to consider their own travel activity and improve it with the direct assistance of the Travel Plan Coordinator, who will set up appointments with residents as a follow on from the issue of the Welcome Pack to provide tailored information. Household-specific information will be given on how residents can access their own regularly used services and facilities sustainably, as well as the sustainable travel opportunities for more occasional journeys.
- 8.17 The Welcome Information Pack and follow on Travel Planning session will provide clear advice and guidance to join the Staffordshire Share-a-Lift scheme as well as the benefits of car sharing. The information will also include details of the car club which it is proposed will be set up on the site. The information will include how to use one of the vehicles and the requirements to join the scheme. A site newsletter will be provided on a quarterly basis, providing residents with updates on progress and potential offers being promoted related to travelling in a sustainable manner.

Measures to Reduce Car Use

- 8.18 Residents will be encouraged to join a car share scheme. The Staffordshire Share-a-Lift at <http://share-a-lift.co.uk/>, is already established and offers benefits such as reduced congestion, reduced fuel and parking costs to users of the scheme. The scheme can be used by residents who use their car to travel to work to find suitable car share partners, provided that their employer is registered on the site. It will be the responsibility of the Travel Plan Co-ordinator to ensure that all residents are made aware of this car sharing scheme, and they will provide information to residents to enable their employers to enrol on the scheme where they are eligible to join but are not yet members.

- 8.19 The Travel Plan Co-ordinator will also seek to establish a community car club within the Parish. The aim of a community car club is to reduce the number of vehicle trips to and from the site by operating a car pool, whereby a set number of cars are available for all residents to use, primarily for short distance and short duration journeys. The vehicles used would be either electric or hybrid vehicles which have a minimal carbon impact, contributing to Staffordshire County Councils objective to reduce carbon emissions within the county. There are large cost benefits to individuals in establishing community car clubs as well as environmental benefits.
- 8.20 The Travel Plan Co-ordinator will actively promote other car schemes which reduce the need for households to have more than one vehicle. An example is Whip Car (www.whipcar.com), the scheme allows owners to rent out their vehicles to other motorists. According to Whip Car on average a car within the UK is only used for one hour a day. Through Whip Car the scheme allows cars which would normally be parked to be used by other motorists. This in turn reduces the number of cars on the network as the number of households with the requirement for more than one vehicle is reduced.

Marketing, Promotion and Communication

- 8.21 Marketing and awareness raising strategies form an important part of all travel plans. They cover the involvement/engagement of residents along with awareness-raising about travel options and the benefits of more sustainable or efficient travel. From the outset, all marketing materials to publicise the development will include details of the travel plan and the focus on sustainable living. If residents are given information on facilities, public transport, walking and cycling routes from initial occupation, this will encourage positive travel choices to be made.
- 8.22 The travel plan will have its own unique branding style as a way of raising awareness and enabling residents to 'take ownership' of the measures contained within the plan.
- 8.23 There are a number of ways in which the travel plan can be promoted and communication encouraged between residents.
- A site specific website will be developed to promote the travel plan and detail its aims. The website will contain information about sustainable travel to the site, local cycle routes, footpaths, safe routes to schools, nearby facilities as well as promote any sustainable local or national travel initiatives such as Bike Week.
 - All residents will receive a welcome pack which will contain information about the travel plan. This will contain the aims and objectives of the travel plan along with advice and information about different modes of travel, including walking and cycling.
 - The Travel Plan Co-ordinator will seek to provide induction meetings with residents to help disseminate information about the Travel Plan, and local transport facilities, as well as answering queries that residents may have.
 - Walking and cycling maps will be kept updated and given to all residents on site. Regular promotion of the car sharing scheme, walking Buddy Schemes and BUG will also take place. It will be the responsibility of the Travel Plan Co-ordinator to promote these measures as well as national events such as "Bike Week", "Walk to School Week" and "Walk to Work Week".
 - Findings of the travel plan will be made available to all residents via information packs or a notice board in communal areas. Information on the success of the travel plan will also be fed back to residents.

9 Monitoring and Review Mechanisms

General

- 9.1 The monitoring and review of the RTP will be in line with the Standardised Approach to Monitoring (SAM) and reporting. This section sets out the specific monitoring proposals associated with the development and the means by which progress towards meeting the targets will be assessed.

How to Monitor a Travel Plan

- 9.2 There are several stages to monitoring a RTP:

1. Baseline data is collected and analysed in a consistent manner prior to any RTP measures being implemented;
2. RTP measures implemented over a period of time are recorded;
3. At a defined point in the future, monitoring data is collected, which asks the same types of questions as the baseline survey for immediate comparison;
4. Comparison is made of all monitoring surveys; and
5. Staffordshire County Council will decide whether the RTP has met its targets and takes appropriate action.

Roles and Responsibilities

Primary responsibility for the monitoring and review of the RTP lies with the Travel Plan Co-ordinator. They will be responsible for undertaking and/or the commissioning of surveys, analysis of results and liaison with Staffordshire County Council.

Monitoring Plan

- 9.3 The developer will take all reasonable steps to ensure that the travel plan evolves in a way that best meets the overall goals of reducing reliance on the private car, and achieving a sustainable long-term change in travel patterns.
- 9.4 A key part of the travel plan is to establish a monitoring review and strategy. Targets were initially based upon 2001 Census data, and as such these figures may not be a true reflection of current travel patterns. A resident travel survey will be undertaken within 3 months of 50% occupation of the site, to assess the travel patterns for the new site. This will provide accurate, modal split figures for the development. It is anticipated that the baseline modal split figure and hence the interim and full targets will be reviewed and refined following the results of the baseline travel survey. This will be done in agreement with Staffordshire County Council.
- 9.5 The survey will ask the following:
- Types of journey made;
 - Distance of main journey;
 - Normal mode of transport to and from the site;
 - Availability of non car modes;
 - Reasons for not using non car modes of travel;

- Attitudinal questions that ask how many trips someone has previously made by car but now replaced those journeys with a non-travel activity and
- What would encourage travel by alternative modes.

9.6 Further surveys will be undertaken on an annual basis. The surveys will last for a four week period and will be carried out during the same neutral monitoring month each year.

Reporting

9.7 The monitoring process will culminate in the production of annual reports which will summarise the data collected throughout the year, identify any areas in need of improvement and assess the potential for change in the forthcoming year.

9.8 The annual reports will be submitted to Staffordshire County Council and reviews will be used to assess the travel plan against its original targets. It is envisaged that the following events will take place annually for a period of at least 5 years.

- Key monitoring findings;
- Sustainability messages will be disseminated to residents at the site; and,
- Publication of the key findings in the local newspaper for residents in neighbouring communities to read.

Mitigation

9.9

9.10 Should the RTP targets not be met, there will be a need to identify whether any further mitigation measures are required, and whether they will assist in achieving the RTP targets. If that is the case, the Travel Plan Co-ordinator will identify additional measures to those already in place to ensure the targets are met. Suitable measures for the site will need to be agreed upon by the Travel Plan Co-ordinator in partnership with Residents Association, Barton Parish Council, Staffordshire County Council and East Staffordshire Borough Council.

9.11 In line with guidance published by DfT in 'Making Residential Travel Plans Work' the site will be developed in a frontloading manner with the incorporation of sustainable transport infrastructure on the site. This will include cycle parking, and the provision of footpaths and cycle ways, through strong and sympathetic urban design of the development. Manual for Streets design principles will also be incorporated into the layout of the site and implemented from the outset.

9.12 Potential schemes which could be implemented as further mitigation measures include;

- Continuation of the bus pass scheme;
- Further promotion of information and Personalised Travel Planning;
- Provision of Independent Travel Training to pupils who are transitioning between junior and secondary schools (or a contribution to the Staffordshire County Council TITAN Scheme);;
- Setting up of a pool bike scheme for the development;
- Cycle Training for residents; and

- Provision of funds for the Parish council to draw down for further improvements within the village.

10 Travel Plan Action Table

General

- 10.1 This section draws together the proposals for implementation of the RTP. These are summarised in the Action Plan shown in Table 10.1 together with an indication of the type of activity, the modes affected and the individuals and/or organisation responsible for delivery.

Table 10.1 RTP Action Plan

Activity				When	By Whom
Activity Type	Mode	Measure	Task		
Awareness Raising	All	Travel Plan Co-ordinator	Appointment of Travel Plan Co-ordinator	Marketing of dwellings for occupation	Developer
Awareness Raising	All	Travel Plan Sales Pack	RTP Information in Sales Pack	Prior to resident occupation	Travel Plan Co-ordinator
Awareness Raising	All	Residents' Welcome Pack	Collate all relevant Site information into an accessible user friendly pack. Distribute to all households.	Prior to resident occupation	Travel Plan Co-ordinator
Awareness Raising	All	Household Personalised Travel Planning	Provide direct information to residents on an individual / household basis on how they can integrate sustainable travel with day-to-day routes.	Prior to resident occupation	Travel Plan Co-ordinator
Awareness Raising	All	Travel Plan noticeboard / Transport webpage	Provide information on walking, cycling, public transport and taxi / minicab services on a noticeboard / transport webpage for residents.	On occupation of first unit	Travel Plan Co-ordinator
Awareness Raising	Cycling	Cycle routes and maps	Provide maps to display on communal noticeboard / transport webpage. Include web links to cycle mapping and cycling organisations,	On occupation of first unit	Travel Plan Co-ordinator
Awareness Raising and Incentive	Cycling	Bike Week	Publicise and plan events to coincide with Bike Week	Post occupation	Travel Plan Co-ordinator

Incentive	Cycling	Cycle Buddy Scheme	Encourage residents to sign up to the Bike Buddy scheme, a free cycle buddy matching service.	On occupation	Travel Plan Coordinator,
Enablement	Cycling	Cycle Training	Gauge interest levels in cycle training by residents.	On occupation	Travel Plan Co-ordinator
Incentive	Car sharing	Publicise SCC's ShareALift scheme	Encourage residents to utilise SCC's car share scheme through employers	On occupation	Travel Plan Co-ordinator
Incentive	Community Car Scheme	Set up and operate a community car scheme on the site	Encourage residents to use the community car scheme to undertake small distance trips.	On occupation	Travel Plan Co-ordinator
Incentive	Car sharing	Promote the use of Whip Car	Encourage residents to use Whip Car and rent out other motorists underused vehicles	On occupation	Travel Plan Co-ordinator
Monitoring	All	Establish residents modal share	Undertake / commission monitoring surveys according to the monitoring plan,	Post occupation	Travel Plan Co-ordinator / SCC
Reporting	All	Reports to SCC	Liase with SCC regarding the results of the monitoring exercise. If necessary, review the measures in the RTP, subject to agreement with SCC.	Post occupation	Travel Plan Co-ordinator/ SCC
Reporting	All	Reports to Barton Parish Council and Residents Association	Liase with the Residents Association and Barton Parish Council regarding the results of the monitoring exercise. If necessary, review the measures in the RTP, subject to agreement.	Post occupation	Travel Plan Co-ordinator Residents Association Barton Parish Council
Reporting	All	Resident briefings	Publicise the results of the travel surveys to Site residents and residents in neighbouring communities.	Post occupation	Travel Plan Co-ordinator.

11 Summary

- 11.1 JMP Consultants Ltd (JMP) has been commissioned by Barton Consortium Limited to produce a Residential Travel Plan (RTP) for the proposed residential development of 130 dwellings on Efflinch Lane, Barton under Needwood, Staffordshire.
- 11.2 The Draft RTP is consistent with national and local transport planning policy and reflects the local context of Barton as a well appointed rural village.
- 11.3 The overall aim of the RTP is to enable mobility through sustainable travel modes and increase active modes of travel by residents.
- 11.4 The Draft RTP has set provisional five year targets which include a reduction in car driver trips and a corresponding increase in walking, cycling, public transport and car sharing trips and trips not made. The five year targets will be further developed once the baseline travel survey of the residential development is conducted following occupation.

SCHEDULE 5
SPORTS PROVISION

1. DEFINITION

“Holland Sports Club Contribution” means the sum of £15,000 Index Linked

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that this is a planning obligation for the purposes of Section 106 of the Act:

- 2.1 To pay the Holland Sports Club Contribution to the Council prior to Occupation of any Dwelling;
- 2.2 Not to allow or permit Occupation of any Dwelling unless the Owner has paid the Holland Sports Club Contribution to the Council.

3. COUNCIL’S OBLIGATIONS

The Council covenants with the Owner:

- 3.1 To apply the Holland Sports Club Contribution (either directly or by ensuring it is applied by Holland Sports Club) towards the provision of sports facilities at the Holland Sports Club and for no other purpose.
- 3.2 In the event that any part of the Holland Sports Club Contribution has not been expended within 7 years of receipt of that sum then the Council shall return the same to the Owner together with the interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the Council to the date of its repayment.

SCHEDULE 6
Waste Collection Container Provision

1. DEFINITIONS

- 1.1. "**the Refuse & Recycling Containers**" means three external storage containers for refuse and recycling collection and reusable bag for recycling to be provided by the Council for each of the Dwellings in accordance with Council's specification contained in the Waste and Collection Guidance for New Developments (April 2012).
- 1.2. "**the Refuse & Recycling Storage Container Contribution**" means the sum of £1,875.00 Index Linked.

2. PLANNING OBLIGATIONS

- 2.1. The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:
- 2.2. Not to Commence the Development until the Refuse & Recycling Storage Container Contribution (as Index Linked) has been paid to the Council.

3. THE COUNCIL'S OBLIGATIONS

The Council covenants with the Owner as follows:-

- 3.1. To apply the Refuse & Recycling Storage Container Contribution towards the provision of the Refuse & Recycling Containers.
- 3.2. To provide each Dwelling with the required Refuse & Recycling Containers prior to the first Occupation of that Dwelling **PROVIDED** that 28 days' notice in writing is given to the Council in respect of the first Occupation.
- 3.3. In the event that any part of the Refuse & Recycling Storage Container Contribution has not been expended within 7 years of receipt of that sum then the Council shall return the same to the Owner together with the interest credited at the Local Authority 7 day Offer

Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the Council to the date of its repayment.

SCHEDULE 7
NATIONAL FOREST

1. DEFINITIONS

“National Forest Contribution” means the sum of £7,200 Index Linked to be used for off-site National Forest planting

2. OBLIGATION

The Owner covenants with the Council with the intent that this is a planning obligation for the purpose of Section 106 of the Act:

- 2.1 To pay the National Forest Contribution (as Index Linked) to the Council prior to Commencement of Development;
- 2.2 Not to Commence the Development without having first paid to the Council the National Forest Contribution (as Index Linked).

SCHEDULE 8
TRAFFIC MITIGATION CONTRIBUTION

1. DEFINITIONS

“Traffic Mitigation Contribution” means the sum of £75,000 Index Linked

2. PLANNING OBLIGATIONS

The Owner covenants with the Council and as a separate covenant with the County with the intent that these are planning obligations for the purposes of Section 106 of the Act:

2.1 To pay the Traffic Mitigation Contribution to the County prior to Commencement of the Development.

2.2 Not to Commence the Development until the Traffic Management Contribution has been paid to the County.

3. THE COUNTY’S OBLIGATIONS

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

3.1 To apply the Traffic Mitigation Contribution towards the provision of traffic mitigation measures in the Barton under Needwood area.

3.2 In the event that any part of the Traffic Mitigation Contribution has not been expended within 7 years of receipt of that sum then the County shall return the said unexpended part to the person who paid the Traffic Mitigation Contribution together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County to the date of its repayment.

Executed by
~~THE COMMON SEAL of~~
BELLWAY HOMES LIMITED
~~was affixed to this~~ *acting by*
~~deed in the presence of:~~ *a director*
and a director/secretary

Director

Director / Secretary

EXECUTED as a deed by
BARTON CONSORTIUM LIMITED
Acting by One Director
in the presence of:

EXECUTED as a deed by)
ANTHONY HIGGOTT)
in the presence of:)

EXECUTED as a deed by)
DAVID JOHN HIGGOTT)
in the presence of:)

EXECUTED as a deed by)
RITA MARGARET HANDFORD)
in the presence of:)

EXECUTED as a deed by)
ALAN JOHN HOULT)
in the presence of:)

ANSONS LLP
ST. MARY'S CHAMBERS
5-7 BREADMARKET STREET
LICHFIELD WS13 6LQ

EXECUTED as a deed by)
DIANNE MARY HOULT)
in the presence of:)

ANSONS LLP
ST. MARY'S CHAMBERS
5-7 BREADMARKET STREET
LICHFIELD WS13 6LQ

SOLICITOR
EXECUTED as a deed by)
DAVID ANSONS LLP)
in the presence of)
ST. MARY'S CHAMBERS)
5-7 BREADMARKET STREET
LICHFIELD WS13 6LQ
SOLICITOR

EXECUTED as a deed by)
KATHRYN JANET STRIDE)
in the presence of:)

ANSONS LLP
ST. MARY'S CHAMBERS
5-7 BREADMARKET STREET
LICHFIELD WS13 6LQ

SOLICITOR
EXECUTED as a deed by)
BRIDGET DIANNE ROBINSON)
in the presence of)
ANSONS LLP)
ST. MARY'S CHAMBERS
5-7 BREADMARKET STREET
LICHFIELD WS13 6LQ
SOLICITOR

EXECUTED as a deed by)
GEOFFREY THOMAS MYCOCK)
in the presence of:)

EXECUTED as a deed by)
PAUL RONALD STRUDWICK)
in the presence of:)

ANSONS LLP
ST. MARY'S CHAMBERS
5-7 BREADMARKET STREET
LICHFIELD WS13 6LQ
SOLICITOR

EXECUTED as a deed by)
MARGARET ANNE STRUDWICK)
in the presence of:)

ANSONS LLP
ST. MARY'S CHAMBERS
5-7 BREADMARKET STREET
LICHFIELD WS13 6LQ
SOLICITOR

THE COMMON SEAL of **EAST**)
STAFFORDSHIRE BOROUGH)
COUNCIL was affixed to this)
deed in the presence of:)

Authorised Signatory



THE COMMON SEAL of)
STAFFORDSHIRE COUNTY)
COUNCIL was affixed to this)
deed in the presence of:)



Authorised Signatory