

DATED 9th September

2021

EAST STAFFORDSHIRE BOROUGH COUNCIL

- and -

STAFFORDSHIRE COUNTY COUNCIL

- and -

BRANSTON PROPERTIES LIMITED

SECTION 106 AGREEMENT

Branston Leas (Phase 5), Land south of Lichfield Road, Branston

Planning Application Ref: P/2019/00258

THIS DEED is made on 9th day of September 2021

BETWEEN:-

- (1) **EAST STAFFORDSHIRE BOROUGH COUNCIL** of the Town Hall, Burton upon Trent, Staffordshire DE14 2EB ("the Council"); and
- (2) **STAFFORDSHIRE COUNTY COUNCIL** of Staffordshire Place 2, Tipping Street, Stafford, ST16 2DH ("the County Council"); and
- (3) **BRANSTON PROPERTIES LIMITED** (company registration number 02893827) whose registered office is situate at Park Point, 17 High Street, Longbridge, Birmingham B31 2UQ ("the Owner")

WHEREAS:

1. The Owner has the freehold interest in the Site registered at HM Land Registry under Title Number SF266137.
2. For the purposes of the Act the Council is the local planning authority for the area in which the Site is located.
3. The County Council is the local highway authority for the purposes of the Highways Act 1980 and the local education authority for the purposes of the Education Act 1996 for the area in which the Site is located.
4. The Owner has submitted the Application to the Council for permission to develop the Site for the purposes and in the manner described in the Application.
5. At a meeting of the Council's Planning Committee held on 28 July 2020 it was resolved that, subject to the completion of this Deed, the Planning Permission should be granted.

6. The County Council as local highway authority is of the opinion that, in the event of the land being developed in accordance with the Planning Permission, the Owner should make a financial contribution towards highways works.
7. The County Council as local education authority is of the opinion that, in the event of the Site being developed in accordance with the Planning Permission, the Owner should contribute towards local education provision by making a financial contribution towards education provision.
8. The parties to this Deed have given due consideration to the provisions of Regulation 122 of the (Community Infrastructure Levy Regulations 2010 S1 2010 No. 948 (to the extent relevant to the obligations in this Deed) and the advice set out at Paragraph 204 of the NPPF and agree that the planning obligations it contains are:
 - a. necessary to make the development acceptable in planning terms;
 - b. directly related to the development; and
 - c. fairly and reasonably in scale and kind to the development.
9. The Council as local planning authority is of the opinion that, in the event of the Site being developed in accordance with the Planning Permission, the Owner should provide comply with the planning obligations set out in this Deed.
10. The Council and the County Council consider and the Owner accepts by the terms of this Deed that the Development should not take place without the Owner entering into the obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. STATUTORY PROVISIONS

This Deed is made pursuant to the provisions of Section 106 of the Act and all other powers enabling which may be relevant for the purpose of giving validity hereto or

facilitating the enforcement of the obligations herein contained with intent to bind the Owner's interest in the Site and the covenants in this Deed on the part of the Owner are planning obligations for the purposes of the Act.

2. INTERPRETATION

2.1 In this Deed in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-

"1980 Act"	the Highways Act 1980, as amended
"the Act"	the Town and Country Planning Act 1990 (as amended)
"the Application"	means the planning application reference number P/2019/00258
"the Commencement Date"	the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act save for: any site investigation works, trial holes or other operations to establish the ground conditions of the Site, remedial work in respect of any contamination or other adverse ground conditions, any works of demolition and/or site clearance, any site offices, security fencing and compounds, any works carried out in connection with any

archaeological investigations, diversion and laying of services, and the temporary display of site notices or advertisements and the terms "Commence", "Commenced" and "Commencement of the Development" shall be construed accordingly

"the County Monitoring Sum"

means the sum of £1942.50 (one thousand nine hundred and forty two pounds and fifty pence) payable to the County Council towards the costs of monitoring (including reporting under the Community Infrastructure Regulations 2010) the obligations contained in this Deed

"the Deed"

this Deed which contains planning obligations made pursuant to Section 106 of the Act

"the Development"

the development of the Site in accordance with the Planning Permission

"Dwelling"

any single dwelling unit constructed on the Site intended for occupation by one or more private individuals

"Index Linked"

means increased (if applicable) in proportion to movements in the Index between the date of this Deed and the date the particular

payment is made and "Index Linking" shall be construed accordingly

"the Index"

means the All Items Group (item reference CHAW) of the retail prices index published by HM 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

"the Interest Rate"

the base rate from time to time of the Lloyds Bank plc or such other bank as may be nominated by the Council acting reasonably

"Occupation"

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term "Occupy" shall be construed accordingly

"the Due Date"

the date upon which a relevant payment is due to be paid under the terms of this Deed

“Parcel 5A”	means the part of the Site shown as 5A on the Parcel Plan
“Parcel 5A Owner”	means the freehold owner of Parcel 5A
“Parcel 5B”	means the part of the Site shown as 5B on the Parcel Plan
“Parcel 5B Owner”	means the freehold owner of Parcel 5B
“Parcel Plan”	means the plan labelled “Parcel Plan” and annexed to this Deed in Appendix 1
“the Planning Permission”	the planning permission to be issued by the Council pursuant to the Application generally in the form of the draft annexed hereto as Appendix 2
“Reserved Matters Application”	means a reserved matters application made pursuant to the Planning Permission
“Reserved Matters Approval”	means an approval of a Reserved Matters Application
“Section 106 Agreement (2013)”	the agreement dated 17 th July 2013 and entered into by (1) Branston Properties Limited (2) St Modwen Developments Limited (3) East Staffordshire Borough Council and (4) Staffordshire County Council pursuant of section 106 of the Act in relation to the Site and other land
“the Site”	that area of land situate at Branston Leas being land south of Lichfield Road Branston

which is more particularly delineated and edged red on the Site Plan, which for the avoidance of doubt excludes any highway land maintained at the public expense.

“Site Plan”

the plan labelled “Site Plan” and annexed to this Deed in Appendix 1

2.2 In this Deed where the context so requires:

- (a) references to the masculine, feminine and neuter genders shall include the other genders;
- (b) references to natural persons are to include corporations and vice versa;
- (c) the singular includes the plural and vice versa;
- (d) references to any party will include the successors in title and assigns of that party and in the case of the Council and the County Council their successors in title and assigns and the successors to their respective statutory functions;
- (e) where a party includes more than one person and/or where more than one party undertakes an obligation, any obligations of that party/parties will be joint and several;
- (f) references to clauses schedules and paragraphs are references to clauses and paragraphs in and schedules to this Deed except where otherwise specified;
- (g) title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
- (h) references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;

- (i) except where expressly provided otherwise the expression the "Owner" shall include persons successors in title to the Owner and its assigns and all persons deriving title to all or part of the Site under or through it; and
- (j) words denoting an obligation on a party to do any act or thing includes 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. COMMENCEMENT

This Deed shall have effect from the date hereof save that the obligations in clause 4 and those contained in the Schedules will not take effect until the Planning Permission has been granted.

4. COVENANTS BY THE OWNER

- 4.1 The Owner covenants with the Council and the County Council to observe and perform the obligations on its part contained in the Schedules.
- 4.2 The Owner covenants with the Council and the County Council with the intent that these are planning obligations for the purposes of Section 106 of the Act.

5. CONFIRMATION OF INTEREST

The Owner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

6. COVENANTS BY THE COUNCIL

- 6.1 The Council covenants with the Owner to observe and perform the obligations on its part contained in the Schedules.

6.2 The Council shall as soon as reasonably possible after the completion of this Deed grant the Planning Permission save that the Council shall not be in breach of this obligation if it shall be prevented from issuing the Planning Permission by a court order.

6.3 The Council will upon the written request of the Owner (or its successors in title) at any time after the obligations on the part of the Owner contained herein have been fulfilled issue confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

7. COVENANTS BY THE COUNTY COUNCIL

7.1 The County Council covenants with the Owner to observe and perform the obligations on its part contained in the Schedules.

8. MISCELLANEOUS

8.1 This Deed shall forthwith be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

8.2 This Deed shall be enforceable against the Owner to the extent specified in Section 106(3) of the Act and against any person for the time being deriving title from the Owner as provided in Section 106 of the Act but the Owner shall not have any further liability under this Deed (but without prejudice to the rights of either party in respect of any antecedent breach) in respect of any period during which the Owner (or as the case may be such other person) no longer has an interest in the Site or the part of the Site in respect of which a breach occurs.

8.3 This Deed will be enforceable by the Council as the local planning authority and the County Council as the local highway authority and/or the local education authority.

8.4 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes

by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

- 8.5 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of Sections 91 92 and 93 of the Act or is revoked or modified in accordance with Sections 97 to 100 inclusive of the Act without the consent of the Owner this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach) PROVIDED THAT in the case of a modification of the Planning Permission the Planning Permission shall be deemed to be incapable of implementation unless and until a further agreement pursuant to Section 106 of the Act is entered into by the parties or the Council determines that no such agreement is required.
- 8.6 No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Owner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.
- 8.7 Save as otherwise provided in this Deed, any agreement, approval in writing, certificate, consent or expression of satisfaction to be given by the Council under this Deed will not be unreasonably withheld or delayed.
- 8.8 Where the agreement, approval, consent or expression of satisfaction is required from the County Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed PROVIDED ALWAYS that the County Council shall act in accordance with their normal practices and procedures and priorities as applied elsewhere within their administrative area in respect of similar matters.

8.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed provided that they are severable therefrom.

8.10 Nothing in this Deed will be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted by the local planning authority or by the Secretary of State on appeal or by reference to him after the date of this Deed.

8.11 The provisions of this Deed shall not be enforceable against individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Planning Permission except for those provisions which are in favour of or enforceable by the County Council.

8.12 No statutory undertaker shall be bound by any obligations, rights and duties contained in this Deed or be liable for any breach of a covenant and/or obligation contained in this Deed in respect of any part of the Site used only as an electricity substation, gas governor or pumping station.

8.13 For the avoidance of doubt it is agreed and acknowledged by the parties to this Deed that the Section 106 Agreement (2013) shall not apply in relation to the Development and shall not be effective or enforced in relation to the Development but the terms of the Section 106 Agreement (2013) shall continue to apply to the development constructed under planning permission given Council reference P/2013/00432.

9. **NOTICES**

9.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class recorded delivery letter or facsimile transmission to the party

to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:-

9.1.1 if to the Council to the Solicitor to the Council;

9.1.2 if to the County Council, to the Director for Corporate Services at the County Council;

9.1.3 if to any of the other parties to its address specified above;

9.1.4 or such other address for service as shall have been previously notified to the other party.

9.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:-

9.2.1 if posted recorded delivery at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom;

9.2.2 if sent by e-mail at the time of the successful transmission provided that if any means of service shall be outside normal working hours such service shall be deemed to have taken place upon the day the recipient's office is next open for business;

and in proving such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate) or by e-mail as the case may be.

10. **ARBITRATION**

Any dispute or difference arising between the Owner and the Council with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed (except any matter concerning the County Council) will, except as otherwise expressly provided, be referred to the decision of a single expert (who shall be an appropriately qualified person to resolve the dispute in question) to be agreed by the Owner and the Council or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors as the case may be and any such reference will be a reference for expert determination where the expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgment and the expert's decision shall be final on all matters referred to him save in the case of manifest error and each party to the dispute shall bear its own costs save that the fees of the expert and of the Royal Institution of Chartered Surveyors shall be in the expert's determination.

11. **LATE PAYMENT**

If any payment due under any of the provisions of this Deed is not made on or before the date upon which it is due the party from whom it was due shall at the same time as making the payment to the other party pay interest at 3% above the Interest Rate as at the Due Date for the period starting with the Due Date and ending with the date on which payment of the sum on which interest is payable is received

12 **THIRD PARTY RIGHTS**

All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the Council, the County Council and the Owner shall have any right to enforce any obligation or term of this Deed

13 SECTION 73 VARIATION

In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Act in respect of conditions attached to the Planning Permission, save and in so far as this Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall (save for the purposes of the definition of Planning Permission in Clauses 2.1, 6.2) be deemed to include any such subsequent planning applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

14 LEGAL AND MONITORING COSTS

14.1 The Owner shall upon signing of this Deed pay the Council's and the County Council's legal and administrative costs in connection with the preparation and completion of this Deed.

14.2 The Owner shall upon the signing of this Deed pay to the County Council the County Monitoring Sum.

15. INDEMNITY

15.1 The Owner shall indemnify Council and the County Council for any expenses or liability arising to them in respect of breach by the Owner of any obligations contained in this Deed

16 JURISDICTION

This Deed is governed by and interpreted in accordance with the Law of England.

IN WITNESS the parties have sealed this planning obligation by agreement as a Deed on the date written above.

THE COMMON SEAL of)
EAST STAFFORDSHIRE BOROUGH)
COUNCIL)
was affixed in the presence of:)



17113

Authorised Signatory

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



21/383

Authorised Signatory

EXECUTED AS A DEED by)
BRANSTON PROPERTIES LIMITED)
acting by a Director ~~and its Secretary~~)
~~or two Directors~~ in *the*)

Director

PRINT NAME:

U-1

~~Director/Secretary~~

SCHEDULE 1

General Obligations

Part A

The Parcel 5A Owner covenants with the Council and the County Council so as to bind Parcel 5A with the intent that these are planning obligations for the purposes of Section 106 of the Act:

- 1 To permit the Head of Planning and any person or persons authorised by him access to the Site or any part of it at all reasonable times, on reasonable notice and in compliance with the Owner's reasonable requirements, as necessary in order to determine whether or not the terms of this Deed are being complied with by the Owner.
- 2 To give the Council and the County Council notice in writing no later than 7 days prior to the anticipated Commencement of the Development on Parcel 5A.
- 3 To give the Council and the County Council notice in writing of the Commencement of the Development on Parcel 5A within 7 days of Commencement of the Development of Parcel 5A.
- 4 To give the Council and the County Council notice in writing no later than 7 days prior to the anticipated first Occupation of the Development on Parcel 5A.
- 5 To give the Council and the County Council notice in writing of the first Occupation of the Development on Parcel 5A within 7 days of first Occupation of the Development on Parcel 5A.

Part B

The Parcel 5B Owner covenants with the Council and the County Council so as to bind Parcel 5B with the intent that these are planning obligations for the purposes of Section 106 of the Act:

- 1 To permit the Head of Planning and any person or persons authorised by him access to the Site or any part of it at all reasonable times, on reasonable notice and in compliance with the Owner's reasonable requirements, as necessary in order to determine whether or not the terms of this Deed are being complied with by the Owner.
- 2 To give the Council and the County Council notice in writing no later than 7 days prior to the anticipated Commencement of the Development on Parcel 5B.
- 3 To give the Council and the County Council notice in writing of the Commencement of the Development on Parcel 5B within 7 days of Commencement of the Development of Parcel 5B.
- 4 To give the Council and the County Council notice in writing no later than 7 days prior to the anticipated first Occupation of the Development on Parcel 5B.
- 5 To give the Council and the County Council notice in writing of the first Occupation of the Development on Parcel 5B within 7 days of first Occupation of the Development on Parcel 5B.

SCHEDULE 2

Affordable Housing

1. DEFINITIONS

1.1. Housing Definitions

“Affordable Housing” means affordable housing that meets the requirements of Annex 2 of the National Planning Policy Framework February 2019 or its successor title including affordable rent and intermediate housing provided to specified eligible persons in housing need

“Affordable Housing Sum” means the sum of £255,000 (two hundred and fifty five thousand pounds) to be paid by the Owner to the Council towards the provision of off-site Affordable Housing.

“Affordable Housing Sum (Parcel 5A)” means that part of the Affordable Housing Sum which is to apply to Parcel 5A in accordance with the approved Affordable Housing Scheme (Site).

“Affordable Housing Sum (Parcel 5B)” means that part of the Affordable Housing Sum which is to apply to Parcel 5B in accordance with the approved Affordable Housing Scheme (Site).

“Affordable Housing Scheme (Site)” means a scheme providing details of the Affordable Housing provision across the Site including the split of Affordable Housing Units as between Parcel 5A and Parcel 5B and the split of the Affordable Housing Sum as between Parcel 5A and Parcel 5B such scheme to be submitted by the Owner and approved by the Council PROVIDED THAT the Affordable Housing Scheme (Site) shall reflect the level and tenure mix referred to in the definition of Affordable Housing Units.

“Affordable Housing Scheme (Parcel 5A)” means the details of the type, size, design, plot and location of the Affordable Housing Units to be provided on Parcel 5A which shall reflect the part of the approved Affordable Housing Scheme (Site) which sets out the level of the Affordable Housing Units to be provided on Parcel 5A (if any).

“Affordable Housing Scheme (Parcel 5B)” means the details of the type, size, design, plot and location of the Affordable Housing Units to be provided on Parcel 5B which shall reflect the part of the approved Affordable Housing Scheme (Site) which sets out the level of the Affordable Housing Units to be provided on Parcel 5B (if any).

“Affordable Housing Units” means those Dwellings to be provided as Affordable Housing being constructed as part of the Development on Parcel 5A being 13% of the total number of Dwellings with the Affordable Housing Units tenure mix split as 70% Affordable Rented Housing Units and 30% Intermediate Housing Units (which for example on the basis of the Development comprising 120 Dwellings shall be sixteen (16) Affordable Housing Units of which eleven (11) shall be Affordable Rented Housing Units and five (5) shall be Intermediate Housing Units).

“Affordable Rented Housing Units” means a Dwelling which shall be let by a Registered Provider of Social Housing at an affordable rent being up to 80% of the open market rental value for the unit type such rent to be in accordance with guidance in relation to affordable rent housing issued by Homes England (or any successor agency) from time to time and let in accordance with the Council's Allocations Policy, and reference to "Affordable Rented Housing Units" shall be construed accordingly.

“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.

“Discounted Open Market Dwelling” means a discounted open market housing unit at a discount of not less than 20% from the Market Value available to Eligible Persons.

“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 East Staffordshire.

“Intermediate Housing Units” means Shared Ownership Housing Units or other affordable routes to home ownership as defined in Annex 2 of the National Planning Policy Framework February 2019 or its successor title.

“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 Burton on Trent.

“Market Value” means a figure agreed in writing between the Owner and the Council based on the average of three independent valuations each circulated having regard to the estimated amount for which the relevant dwelling or dwellings could reasonably be expected to sell in the open market as Market Housing Unit(s) on the date of valuation between a willing buyer and a willing seller.

“Maximum Price” means a price at not more than 80% of the Open Market Value.

“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)

“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 Affordable 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 Parcel 5A Owner and the Parcel 5B Owner covenant with the Council so as to bind Parcel 5A and Parcel 5B respectively with the intent that the obligations in paragraph 2.1 below are planning obligations for the purpose of Section 106 of the Act:

2.1. Affordable Housing Sum

2.1.1. The Parcel 5A Owner shall pay to the Council the Affordable Housing Sum (Parcel 5A) in accordance with the following instalments:

- 2.1.1.1 Not to Occupy any Dwellings on Parcel 5A until 50% of the Affordable Housing Sum (Parcel 5A) has been paid to the Council;
- 2.1.1.2 Not to Occupy more than 50% of the Dwellings on Parcel 5A until the remaining 50% of the Affordable Housing Sum (Parcel 5A) has been paid in full to the Council.

2.1.2. The Parcel 5B Owner shall pay to the Council the Affordable Housing Sum (Parcel 5B) in accordance with the following instalments:

- 2.1.2.1 Not to Occupy any Dwellings on Parcel 5B until 50% of the Affordable Housing Sum (Parcel 5B) has been paid to the Council;
- 2.1.2.2 Not to Occupy more than 50% of the Dwellings on Parcel 5B until the remaining 50% of the Affordable Housing Sum (Parcel 5B) has been paid in full to the Council.

2.2. Affordable Housing Provision

- 2.2.1 To provide the Affordable Housing Units as part of the Development in accordance with paragraphs 2.2.2 to 2.2.6 below.
- 2.2.2 Not to Commence the Development on any part of the Development without first submitting the Affordable Housing Scheme (Site) to the Council and obtaining its written approval (such approval not to be unreasonably withheld or delayed).
- 2.2.3 Not to Commence the Development on Parcel 5A without first submitting the Affordable Housing Scheme (Parcel 5A) to the Council and obtaining its written approval (such approval not to be unreasonably withheld or delayed).
- 2.2.4 Not to Commence the Development on Parcel 5B without first submitting the Affordable Housing Scheme (Parcel 5B) to the Council and obtaining its written approval (such approval not to be unreasonably withheld or delayed).
- 2.2.5 In carrying out the Development on Parcel 5A the Parcel 5A Owner shall ensure that the Affordable Housing Units required within Parcel 5A shall be provided and constructed in accordance with the approved Affordable Housing Scheme (Parcel 5A).
- 2.2.6 In carrying out the Development on Parcel 5B the Parcel 5B Owner shall ensure that the Affordable Housing Units required within Parcel 5B shall be provided

and constructed in accordance with the approved Affordable Housing Scheme (Parcel 5B).

2.3. Construction and Standard of Affordable Housing

2.3.1. To construct the Affordable Housing Units in a good and workmanlike manner.

2.3.2. To provide fixtures and fittings within the Affordable Housing Units to the standard normally expected by Registered Providers of Social Housing.

2.3.3. Not to Occupy more than 50% of the Market Housing Units on Parcel 5A unless and until the Affordable Housing Units on Parcel 5A (if any) have been constructed to Substantial Completion.

2.3.4. Not to Occupy more than 50% of the Market Housing Units on Parcel 5B unless and until the Affordable Housing Units on Parcel 5B (if any) have been constructed to Substantial Completion.

2.4. Occupation of Housing

2.4.1. Not to permit the Occupation of more than 80% of the Market Housing Units on Parcel 5A unless the Affordable Housing Units on Parcel 5A (if any) 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.

2.4.2. Not to permit the Occupation of more than 80% of the Market Housing Units on Parcel 5B unless the Affordable Housing Units on Parcel 5B (if any) 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.

2.4.3. Subject to paragraph 3 of this Schedule not to permit the Occupation of any Affordable Housing Unit unless it has been let as an Affordable Rented Housing Unit and/or Shared Ownership Housing Unit or sold as a Discounted Open Market Unit.

2.5. Affordable Rented Housing Units

- 2.5.1 Not to permit or cause Occupation of the Affordable Rent Units other than to a person allocated the Dwelling in accordance with the Council's Allocations Policy.
- 2.5.2 Not to permit the occupation of an Affordable Rented Housing Unit other than at a rent of up to 80% of Market Rent (including service charges where applicable).

2.6. Shared Ownership Housing Units

- 2.6.1 Not to permit or cause Occupation of the Shared Ownership Housing Units other than to a person allocated the Dwelling in accordance with the Council's Allocations Policy.
- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 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.

- 2.6.5 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 England (or successor body's) model shared ownership lease.
- 2.6.6 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.
- 2.6.7 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.
- 2.6.8 Not to dispose of or assign a leasehold interest in a Shared Ownership Housing Unit other than to an Eligible Person.
- 2.6.9 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 Market Housing Unit 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 Deed relating to Affordable Housing shall cease to bind the Market Housing Unit 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 2.5.1 to 2.5.9 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 paragraphs 2.3.3-2.3.4 and 2.4.1-2.4.3 of this schedule shall not be binding upon the Phase 5A Owner or Phase 5B Owner (as applicable) in relation to an individual Affordable Rented Housing Unit if he has satisfied the Head of Regulatory Services that he 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 Affordable Housing Units for sale to Registered Providers of Social Housing for at 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 Affordable Housing Units;

3.4.3 reducing the price of Affordable Housing Units to a price which reflects the income which will accrue to a Registered Provider of Social Housing.

3.5. In the event that paragraph 3.4 is applicable and the Council is satisfied the Affordable Housing cannot be disposed of to a Registered Provider of Social Housing the Affordable Housing Unit(s) can be disposed of as Discounted Open Market Housing and the provisions at 3.6 below shall apply

3.6. In the event that paragraph 3.5 applies, the Phase 5A Owner or Phase 5B Owner (as applicable) agrees with the Council;

3.6.1 To serve notice on the Council together with a plan indicating the Dwellings which are to be provided as Discounted Open Market Dwellings

3.6.2 Not to dispose or sub-let (other than by way of mortgage or charge but including a transfer or lease or other disposition by a mortgagee or charge in exercise of its powers in any mortgage or charge) the Discounted Open Market Dwellings unless and until:-

3.6.3 The notice together with the plan pursuant to 3.6.1 above has been served on the Council; and

3.6.4 The Market Value has been agreed with the Council; and

3.6.5 without first having obtained a certificate signed by the Council that the provisions of this Schedule have been complied with

3.6.6 The Parcel 5A Owner or Phase 5B Owner (as applicable) shall procure the registration at the Land Registry on the first disposal of each Discounted Open Market Dwelling against the title to the Discounted Open Market Dwellings requiring that all subsequent disposals of each Discounted Open Market Dwelling shall be sold at no more than Maximum Price to an Eligible Person and shall provide the Council with a copy of such title (showing the restrictions) in order that the future ownership and selling price of the Discounted Open Market Dwellings shall be controlled so as to ensure that it remains as such in perpetuity:

On each subsequent disposal of any freehold or leasehold interest in any Discounted Open Market Dwelling the new owner (being the person acquiring such freehold or leasehold interest) will procure the registration at the Land Registry of a restriction against the title to the Discounted Open Market Dwelling in which they have acquired an interest and supply a copy of such title (showing the restriction) to the Council.

4. CHARGEES DUTY

- 4.1. A Chargee prior to seeking to dispose of Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge must give prior notice to the Head of Service with responsibility for Planning of its intention to dispose and the notice must make specific reference to this Deed and:
- 4.2. If the Council responds within one month from receipt of the notice given in accordance with paragraph 4.1 indicating that it is seeking arrangements for the transfer of the Affordable Housing in such a way as to safeguard it as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfers, and
- 4.3. If the Council does not respond within one month from receipt of the notice given in accordance with paragraph 4.1 then the Chargee shall be entitled to dispose of the Affordable Housing free of the restrictions set out in this Schedule and
- 4.4. If the Council responds in accordance with paragraph 4.2 but neither it or any other person secures such transfer within three months of receipt of the notice given in accordance with paragraph 4.1 then provided that the Chargee shall have complied with its obligations under paragraph 4.2 the Chargee shall be entitled to dispose of the Affordable Housing 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.

SCHEDULE 3

Council Financial Contributions

DEFINITIONS

- 1.1 **“Healthcare Contribution”** means the sum calculated by multiplying the number of Dwellings included in the Reserved Matters Approvals for the relevant part of the Development being either Parcel 5A or Parcel 5B as applicable by the sum of £420 (four hundred and twenty pounds) Index Linked (up to a maximum sum of £50,400 (fifty thousand, four hundred pounds) Index Linked for the whole Development)
- 1.2 **“Leisure Facilities Contribution”** means the sum calculated by multiplying the number of Dwellings included in the Reserved Matters Approvals for the relevant part of the Development being either Parcel 5A or Parcel 5B as applicable by the sum of £1,342.70 (one thousand three hundred and forty two pounds and seventy pence) Index Linked (up to a maximum sum of £161,124 (one hundred and sixty-one thousand, one hundred and twenty-four pounds) Index Linked for the whole Development)
- 1.3 **“Waste Contribution”** means the sum calculated by multiplying the number of Dwellings included in the Reserved Matters Approvals for the relevant part of the Development being either Parcel 5A or Parcel 5B as applicable by the sum of £75 (seventy-five pounds) Index Linked (up to a maximum sum of £9,000 (nine thousand pounds) Index Linked for the whole Development);

2. PLANNING OBLIGATIONS

- 2.1 The Parcel 5A Owner covenants with the Council so as to bind Parcel 5A with the intent that the obligations in this paragraph 2.1 are planning obligations for the purposes of Section 106 of the Act as follows:-
- 2.1.1 Not to allow or permit first Occupation of more than 50% of the Dwellings in Parcel 5A until the Healthcare Contribution attributable to Parcel 5A has been paid to the Council.

- 2.1.2 Not to allow or permit first Occupation of more than 50% of the Dwellings in Parcel 5A until the Leisure Contribution attributable to Parcel 5A has been paid to the Council.
- 2.1.3 Not to allow or permit first Occupation of any Dwellings in Parcel 5A until the Waste Contribution attributable to Parcel 5A has been paid to the Council.

2.2 The Parcel 5B Owner covenants with the Council so as to bind Parcel 5B with the intent that the obligations in this paragraph 2.2 are planning obligations for the purposes of Section 106 of the Act as follows:-

- 2.2.1 Not to allow or permit first Occupation of more than 50% of the Dwellings in Parcel 5B until the Healthcare Contribution attributable to Parcel 5B has been paid to the Council.
- 2.2.2 Not to allow or permit first Occupation of more than 50% of the Dwellings in Parcel 5B until the Leisure Contribution attributable to Parcel 5B has been paid to the Council.
- 2.2.3 Not to allow or permit first Occupation of any Dwellings in Parcel 5B until the Waste Contribution attributable to Parcel 5B has been paid to the Council.

3. THE COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:-

- 3.1.1 To utilise the Healthcare Contribution towards the costs of an expansion project at Trent Meadows Medical Practice, Main Street Branston DE14 3EY.
- 3.1.2 In the event that any part of the Healthcare Contribution has not been expended within 5 years of receipt of the sum due under paragraph 2.1.1 or 2.2.1 as applicable of this Schedule then the Council shall return the said unexpended part to the person who paid the Healthcare 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 Council to the date of its repayment.

- 3.1.3 To utilise the Leisure Contribution towards the costs of provision of playing pitches within the Burton Sub West Area.
- 3.1.4 In the event that any part of the Leisure Contribution has not been expended within 5 years of receipt of the sum due under paragraph 2.1.2 or 2.2.2 as applicable of this Schedule then the Council shall return the said unexpended part to the person who paid the Healthcare 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 Council to the date of its repayment.
- 3.1.5 To utilise the Waste Contribution towards the provision of refuse containers for the Development.
- 3.1.6 In the event that any part of the Waste Contribution has not been expended within 5 years of receipt of the sum due under paragraph 2.1.3 or 2.2.3 as applicable of this Schedule then the Council shall return the said unexpended part to the person who paid the Waste 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 Council to the date of its repayment

SCHEDULE 4

Highways Contribution

1. DEFINITIONS

- 1.1 “Highways Contribution” means the sum of £122,866.54 (one hundred and twenty-two thousand eight hundred and sixty six pounds and fifty four pence) Index Linked

2. PLANNING OBLIGATIONS

- 2.1 The Owner covenants with the Council and as a separate covenant with the County Council with the intent that these are planning obligations for the purposes of Section 106 of the Act as follows:-
- 2.1.1 To pay the Highways Contribution to the County Council prior to Commencement of the Development and to notify the Council in writing that the payment has been made within 7 days of the payment.
- 2.1.2 Not to Commence the Development without first paying to the County Council the Highways Contribution.

3. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as follows:-

- 3.1.1 To utilise the Highways Contribution towards the costs of the Branston A38 Interchange improvement programme.
- 3.1.2 In the event that any part of the Highways Contribution has not been expended within 10 years of receipt of the final instalment of that sum due under paragraph 2.1 of this Schedule then the County Council shall return the said unexpended part to the person who paid the Highways 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 Council to the date of its repayment.

SCHEDULE 5

Education

1. DEFINITIONS

- 1.1 **“Primary Education Contribution”** means the sum calculated by multiplying the number of counting dwellings (where counting dwellings are all homes excluding 1 bedroomed properties and properties specifically designated by planning condition for occupation by people over 55 years old) included in the Reserved Matters Approvals for the relevant part of the Development being either Parcel 5A or Parcel 5B as applicable by the sum of £2,737.28 (two thousand seven hundred and thirty-seven pounds and twenty eight pence) Index Linked and capped at £276,465.00 (two hundred and seventy six thousand, four hundred and sixty five pounds) Index Linked.
- 1.2 **“Secondary Education Contribution”** means the calculated by multiplying the number of counting dwellings (where counting dwellings are all homes excluding 1 bedroomed properties, properties specifically designated by planning condition for occupation by people over 55 years old, and properties owned by registered social landlords) included in the Reserved Matters Approvals for the relevant part of the Development being either Parcel 5A or Parcel 5B as applicable by the sum of £2499.80 (two thousand four hundred and ninety-nine pounds and eighty pence) Index Linked and capped at £222,482.00 (two hundred and twenty two thousand, four hundred and eighty two pounds) Index Linked.
- 1.3 **“Education Contribution”** means the sum of the Primary Education Contribution and the Secondary Education Contribution
- 1.4 **“Commencement of Construction”** means in the case of Dwellings the commencement of construction of the built foundations of a Dwelling;

2. PLANNING OBLIGATIONS

- 2.1 The Parcel 5A Owner covenants with the Council and as a separate covenant with the County Council so as to bind Parcel 5A with the intent that the obligations in paragraph 2.2 below are planning obligations for the purposes of Section 106 of the Act as follows:-

2.2 To pay the Education Contribution attributable to Parcel 5A to the County Council in the following instalments:

2.2.1 50% on or before Commencement of the Development on Parcel 5A and no further development of any kind on any part of Parcel 5A shall be carried out, commenced and/or continued until this first instalment of the Education Contribution attributable to Parcel 5A has been paid to the County Council; and

2.2.2 the remaining 50% on or before Commencement of Construction of more than 50% of the total number of Dwellings permitted under the Planning Permission (and Reserved Matters Approvals) on Parcel 5A and no further development of any kind on any part of Parcel 5A shall be carried out, commenced and/or continued until this final instalment of the Education Contribution attributable to Parcel 5A has been paid to the County Council

and to notify the Council in writing that each instalment has been made within 7 days of each payment.

2.3 The Parcel 5B Owner covenants with the Council and as a separate covenant with the County Council so as to bind Parcel 5B with the intent that the obligations in paragraph 2.4 below are planning obligations for the purposes of Section 106 of the Act as follows:-

2.4 To pay the Education Contribution attributable to Parcel 5B to the County Council in the following instalments:

2.4.1 50% on or before Commencement of the Development on Parcel 5B and no further development of any kind on any part of Parcel 5B shall be carried out, commenced and/or continued until this first instalment of the Education Contribution attributable to Parcel 5B has been paid to the County Council; and

2.4.2 the remaining 50% on or before Commencement of Construction of more than 50% of the total number of Dwellings permitted under the Planning Permission (and Reserved Matters Approvals) on Parcel 5B and no further development of any kind on any part of Parcel 5B shall be carried out, commenced and/or continued until this

final instalment of the Education Contribution attributable to Parcel 5B has been paid to the County Council

and to notify the Council in writing that each instalment has been made within 7 days of each payment.

3. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as follows:-

- 3.1.1 To utilise the Primary Education Contribution towards the provision of additional primary school places in the Burton 2 Primary School Cluster (being the group of primary phase schools serving the Branston, Anglesey and surrounding area of Burton upon Trent as used by the County Council for reporting school places to the Department of Education).
- 3.1.2 To utilise the Secondary Education Contribution towards the provision of additional secondary school places in the Burton Secondary School Cluster (being the group of secondary schools serving Burton upon Trent and the surrounding area used by the County Council for reporting school places to the Department of Education).
- 3.1.3 In the event that any part of the Education Contribution has not been expended within 10 years of receipt of the final instalment of that sum due under paragraph 2 of this Schedule then the County Council shall return the said unexpended part to the person who paid the Education 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 Council to the date of its repayment

4. DECLARATIONS

4.1 The parties hereby agree and declare as follows:-

- 4.1.1 The Parcel 5A Owner and the Parcel 5B Owner shall comply with their respective obligations in paragraph 2 of this Schedule notwithstanding that at the dates for

payment of the Education Contribution the County Council may have already commenced, carried out and/or completed the purpose for which the Education Contribution is payable; and

4.1.2 For the purposes of paragraph 3.1.3 of this Schedule 5:-

4.1.2.1 The County Council shall be deemed to have expended the Education Contribution (or any part thereof) if it has incurred and met expenditure for the purpose for which the Education Contribution is to be used prior to that amount actually being received or due under this Deed; and

4.1.2.2 Any part of the Education Contribution which has not yet been paid out by the County Council but has been committed to be paid by a contract prior to the expiry of the 10 year period shall be deemed to have been expended

SCHEDULE 6

Travel Plan Framework (annexed to Deed)

1. DEFINITIONS

- 1.1 **“Annual Performance Report”** shall mean the annual report to be submitted indicating how the Travel Plan has been performing and if appropriate the proposals and/or remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan.
- 1.2 **“Travel Plan”** shall mean the Travel Plan(s) to be submitted to and approved in writing by the County Council pursuant to the Travel Plan Framework.
- 1.3 **“Travel Plan Framework”** shall mean the Travel Plan Framework appended to this Deed at Appendix 3.
- 1.4 **“Travel Plan Sum”** means the sum of £12,138.00 (twelve thousand one hundred and thirty eight pounds) Index Linked to be paid for the monitoring and review of the Travel Plan.

2. PLANNING OBLIGATIONS

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

- 2.1 Not to Commence the Development without having first paid the Travel Plan Sum to the County Council and further to notify the Council that such payment has been made within 14 days of such payment.
- 2.2 Not to Commence the Development without having first submitted to and obtained the approval in writing of the County Council to a Travel Plan in relation the Development and each part thereof in accordance with the Travel Plan Framework including a monitoring methodology which will include a survey methodology for residents, an initial series of targets for modal shifts for residents and a secondary series of targets should the initial targets not be achieved. The Travel Plan once approved will be monitored and

managed for at least five years from the occupation of the final part of the Development or until the targets in the Travel Plan are achieved

- 2.3 In the event that the County Council declines to approve any Travel Plan to submit a revised Travel Plan to the County Council within a further period of one month from receipt by the Owner of the County Council's notification of the Travel Plan not being acceptable and the revised Travel Plan shall address the County Council's reasons for refusal. This process shall be repeated as often as necessary until the Travel Plan is approved in writing by the County Council.
- 2.4 Not to Commence the Development without having first appointed and funded a suitably qualified Travel Plan co-ordinator(s) with the responsibilities and duties set out in the Travel Plan Framework in accordance with the Travel Plan Framework.
- 2.5 To ensure that the Travel Plan co-ordinator(s) is identified to the County Council immediately following their nomination and that any changes in this nomination or responsibilities or duties are notified to the County Council.
- 2.6 To implement the Travel Plan Framework and each Travel Plan in accordance with the proposals, targets, measures and programme of implementation set out within them.
- 2.7 To produce and submit to the County Council an Annual Performance Report (which shall include, as appropriate, the proposals and/or remedies required as set out in the Travel Plan Framework and each Travel Plan) for approval in writing in respect of all or each part of the Development in accordance with the Travel Plan Framework and Travel Plan. In the event that an Annual Performance Report is submitted which does not in the opinion of the County Council achieve the objectives and/or targets of the Travel Plan Framework and Travel Plan to submit proposals and/or remedies in accordance with the Travel Plan Framework and Travel Plan to the County Council 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 Framework and/or Travel Plan are approved in writing by the County Council.
- 2.8 To implement the Travel Plan Framework and each Travel Plan and any modifications arising from an Annual Performance Report approved by the County Council.
- 2.9 To submit a copy of any modified Travel Plan Framework and/or Travel Plan (following Annual Performance Report or otherwise) approved by the County Council to the Council.

- 2.10 To meet with the County Council on request and within three weeks of the request being made.

3 THE COUNTY COUNCIL'S OBLIGATIONS

The County Council covenants with the Owner as follows:-

- 3.1 To undertake with the Travel Plan co-ordinator the on-going monitoring and review of any 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 Travel Plan for all or each part of the Development and associated Annual Performance Reports within three weeks of receipt with either approval or in the event of the Travel Plan and/or Annual Performance Report being unacceptable to the County Council the reasons (which shall be reasonable) to explain to the Owner why a revised Travel Plan and/or revised proposals and/or remedies will need to be submitted for approval in writing by the County Council of the Travel Plan and/or Annual Performance Report in accordance with the Travel Plan Framework and Travel Plan.
- 3.4 To advise the Council of instances where the Owner has not complied with the Travel Plan Framework and/or Travel Plan and/or modified Travel Plan Framework and/or modified Travel Plan (following Annual Performance Reports or otherwise) in order for the Council to consider whether enforcement proceedings are necessary.
- 3.5 To use the Travel Plan Sum solely in connection with the Travel Plan Framework and the Travel Plan.

APPENDIX 1

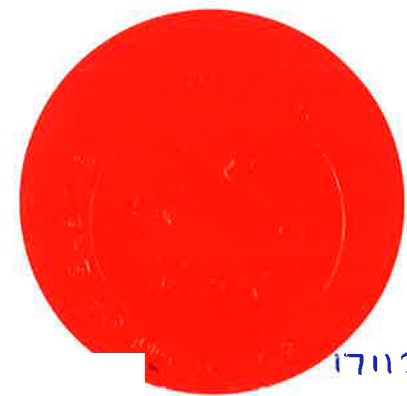
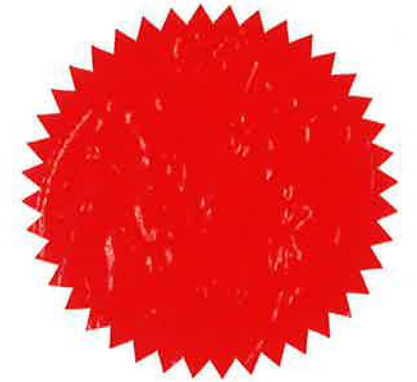
PLANS

1. Site Plan

2. Parcel Plan



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DRAFT - For comment

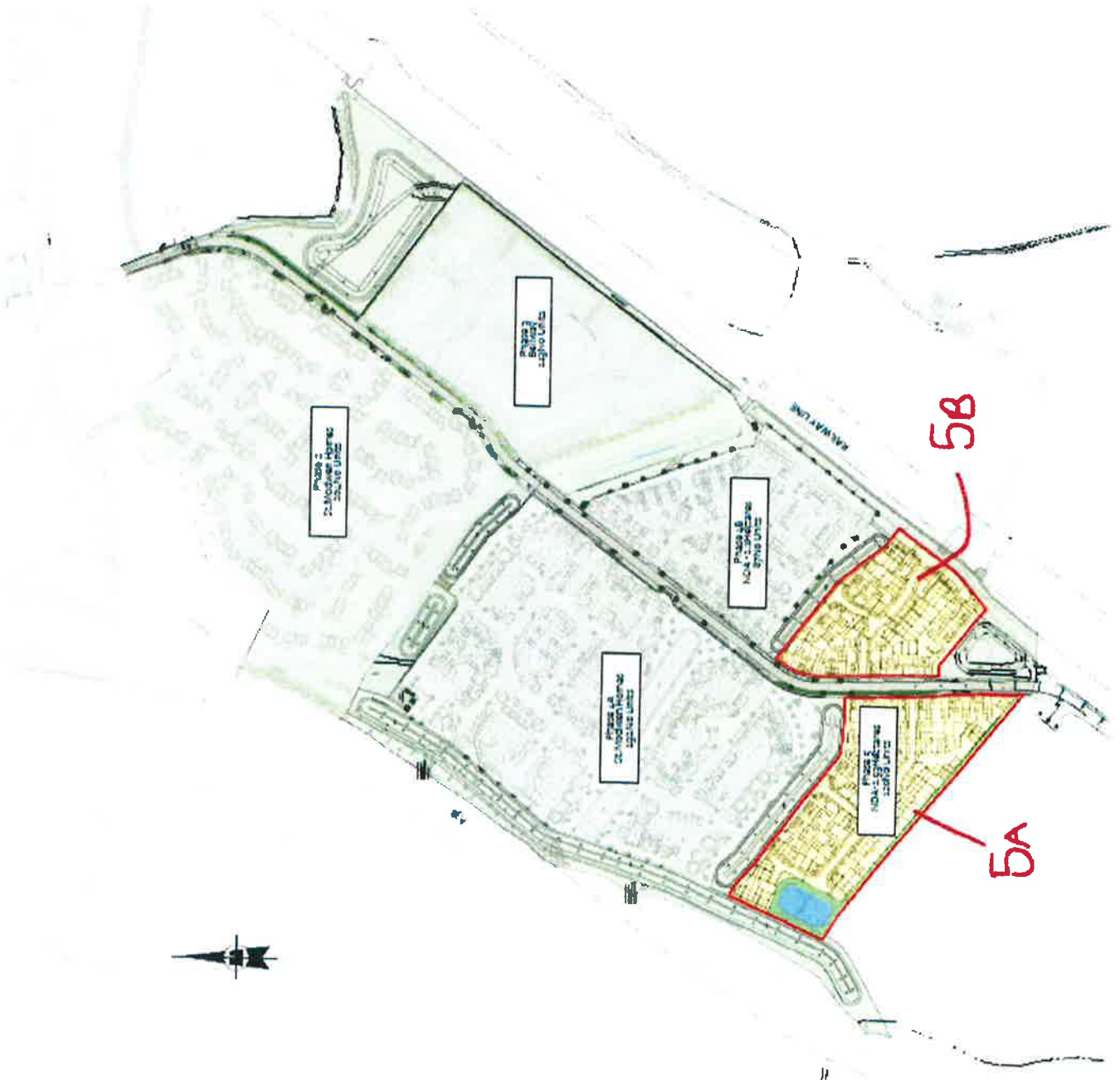
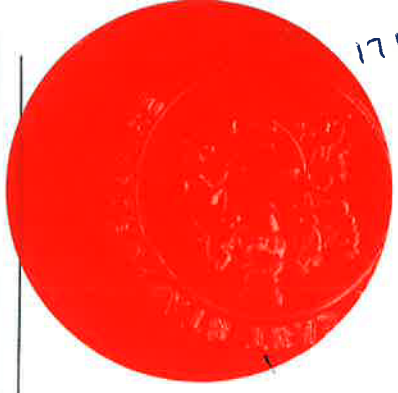


Project: A development at Brantton Phase 5
Status: Planning
Client: St Modwen
Sheet title: Site Location Plan
Scale: 1:1250@A0
Date: 28.02.2019
Drawn: LR
Checked: RG
Ref: 100-179/(00)004 A

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No	Description	Date	Initial	Checked
ST. MODWEN				
Project Brantson, Burton on Trent				
Title PARCEL PLAN				
Drawn By	PR	Checked By	PR	
JCE Ref	Scale 1:500	Date Created	30.03.20	
MP-3	MP-3	Rev		

APPENDIX 2

Draft Planning Permission

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

Date valid application received: 03/04/2019

Application No: P/2019/00258

Name and address of Agent
CT Planning Limited
Three Spires House
Station Road
Lichfield
WS13 6HX

Name and address of Applicant
St Modwen
c/o CT Planning

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

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

Outline application for erection of up to 120 dwellings and associated works including details of access (Phase 5)

Branston Leas (Phase 5), , Land South of, Lichfield Road, Branston, DE14 3EQ

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

1	<p>An application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.</p> <p>Reason: To conform with Section 92 (2) of the Town and Country Planning Act 1990.</p>
2	<p>No development shall take place until plans and particulars of the layout, scale and appearance of the buildings to be erected and the landscaping of the site (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.</p> <p>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.</p>
3	<p>The development hereby permitted shall be begun before the expiration of two years from the date of the approval of the last reserved matter(s) to be approved.</p> <p>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.</p>

4	<p>The development hereby permitted insofar as it relates to the extent of the application site and means of access only shall be carried out in accordance with the following approved plans and documents subject to compliance with other conditions of this permission.</p> <p>100-179/(00)004 A Location Plan 1:1250 dated as received 05 March 2019 100-179/(00)004 B Location Plan 1:2500 dated as received 22 March 2019</p> <p>Hoare Lea Acoustic Report dated as received 05 March 2019 Preliminary Ecological Appraisal by Cotswold Wildlife Surveys dated as received 05 March 2020 Flood Risk Assessment: Land South of Branston Residential Phase 5 Flood Risk Assessment and Drainage Strategy St Modwen Developments Ltd' Revision 1.0 dated as received on 05 March 2019. Branston Phase 5 Transport Assessment dated as received 22 March 2020. Branston Phase 5 Travel Plan dated as received 22 March 2020.</p> <p>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 in accordance with East Staffordshire Local Plan Policies SP1, SP2, SP4, SP7, SP24, SP27, SP29, SP35, DP1, DP2, DP3, DP7 and DP8, the Branston Neighbourhood Plan, the East Staffordshire Design Guide, the Car Parking Standards Supplementary Planning Document, the Separation Distances and Amenity Supplementary Planning Document, the National Planning Policy Framework.</p>
5	<p>No development shall take place above damp proof course until samples and details of all materials to be used externally ensuring the product name and manufacturer is provided (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.</p> <p>Reason: To safeguard the character and appearance of the buildings and its surroundings in accordance with East Staffordshire Local Plan Policies SP1, SP24, DP1 and DP3, the Branston Neighbourhood Plan, the East Staffordshire Design Guide and the National Planning Policy Framework.</p>
6	<p>The reserved matters submissions required under condition 2 shall include an internal road layout that has been designed in accordance with the SCC Residential Design Guide including the provision of adoptable visibility splays at both junctions and bends. The development shall be carried out in accordance with the approved details with visibility splays maintained at all times for the lifetime of the development to retain visibility over a height of 600mm above the adjacent carriageway level.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety in accordance with East Staffordshire Local Plan Policy SP1 and SP35, Branston Neighbourhood Plan and the National Planning Policy Framework.</p>
7	<p>The reserved matters submissions required under condition 2 shall include garages and parking spaces which accord with the minimum dimensions set out in the Councils Parking Standards</p>

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

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	<p>SPD. The development shall be carried out in accordance with the approved details with garages and parking retained as such for the lifetime of the development.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety in accordance with East Staffordshire Local Plan Policy SP1 and SP35, Branston Neighbourhood Plan and the National Planning Policy Framework.</p>
8	<p>The reserved matters submissions required under condition 2 above shall include details of weatherproof cycle storage to be provided within the plot prior to the first occupation of the dwelling which shall thereafter be retained as such for the parking of cycles for the life of the development.</p> <p>Reason: To ensure the development makes provision for the safe and secure storage of cycles and to encourage an increase in the number of journeys made by sustainable modes of travel in accordance with East Staffordshire Local Plan Policies SP1 and SP35, the Branston Neighbourhood Plan, the Parking Standards Supplementary Planning Document and the National Planning Policy Framework.</p>
9	<p>The reserved matters submissions required under condition 2 above shall include a scheme to provide 10% of dwellings on site to be constructed in accordance with Building Regulation 2010 Standard M4 (2) standards. The development shall be completed to the Building Regulation 2010 Standard M4 (2) before the first occupation of the relevant dwelling unit(s) concerned.</p> <p>Reason: In the interests of residential amenities and in accordance with East Staffordshire Local Plan Policy SP16, East Staffordshire Housing Choice Supplementary Planning Document and the National Planning Policy Framework.</p>
10	<p>Prior to the first occupation of each dwelling hereby granted permission the access, turning and car parking provision to serve that dwelling shall be provided in a bound porous material, and thereafter shall be made available at all times for their designated purposes.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety in accordance with East Staffordshire Local Plan Policy SP1 and SP35, Branston Neighbourhood Plan and the National Planning Policy Framework.</p>
11	<p>No development shall take place until details showing the existing and proposed land levels of the site including spot heights and the finished floor levels, ridge and eaves heights of all buildings hereby permitted with reference to the finished floor levels, ridge and eaves heights of neighbouring buildings shall have been submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in strict accordance with the approved details.</p> <p>Reason: To ensure that the development does not adversely affect the residential amenities of adjoining properties and the character or appearance of the area in accordance with East Staffordshire Local Plan Policies SP1, SP24, DP1 and DP3, the Branston Neighbourhood Plan, the East Staffordshire Design Guide, , the Separation Distances and Amenities Supplementary Planning Document and the National Planning Policy Framework.</p>

12	<p>No development shall take place until a detailed surface water drainage scheme for the site has been submitted to and approved in writing by the Local Planning Authority in consultation with the Lead Local Flood Authority. The scheme shall be implemented in accordance with the approved details before the development is completed. The scheme shall include:</p> <ul style="list-style-type: none"> " Surface water drainage systems designed in accordance with the non statutory technical standards for sustainable urban drainage systems (DEFRA March 2015); " Limiting the discharge rate generated by all rainfall events upto the 100 year plus 30%(for climate change) critical rain storm to equivalent greenfield rates " The drainage scheme proposed should provide a sustainable drainage strategy to include SUDS elements with attenuation, storage and treatment capacities incorporated as detailed in the CIRIA SUDS Manual (C753) " Detailed design (plans, network details and calculations) in support of any surface water drainage scheme, including details on any attenuation system and the outfall arrangements. Calculations should demonstrate the performance of the designed system for a range of return periods and storm durations " Plans illustration flooded areas and flow paths in the event of exceedance of the drainage system " Provision of an acceptable management and maintenance plan for surface water drainage to ensure that surface water drainage systems shall be maintained and managed for the lifetime of the development. <p>Reason: To ensure adequate drainage facilities are provided to serve the development to reduce the risk of creating or exacerbating a flooding problem as recommended by the Lead Local Flood Authority in accordance with East Staffordshire Local Plan Policies SP1, SP27 and DP7, the Branston Neighbourhood Plan and the National Planning Policy Framework.</p>
13	<p>No development shall take place until a Construction Management Plan has been submitted to, and agreed in writing with the Local Planning Authority. The submitted Construction Management Plan shall include:</p> <ul style="list-style-type: none"> " The routing of all demolition and construction vehicles to and from the site. The measures shall include the phasing of movements to avoid traffic congestion. " The parking of vehicles of site personnel, operatives and visitors " Arrangements for the loading and unloading of plant and materials " Areas of storage for plant and materials used during the construction of the development " Measures to prevent the deposition of deleterious material on the public highway during the construction of the development <p>The approved Construction Management Plan shall be implemented and adhered to throughout the construction period.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety in accordance with East Staffordshire Local Plan Policy SP1 and SP35, the Branston Neighbourhood Plan and the National Planning Policy Framework.</p>
14	<p>No development shall take place until a scheme for the disposal of foul and surface waters 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.</p> <p>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</p>

	recommended by Severn Trent Water Limited in accordance with East Staffordshire Local Plan Policies SP1, SP27 and DP7, the Branston Neighbourhood Plan and the National Planning Policy Framework.
15	<p>No development shall take place until a scheme of noise mitigation has been submitted to and approved in writing by the Local Planning Authority which shall include details of any noise mitigation measures required in line with the Hoare Lea Acoustic Report dated as received 05 March 2019. The development shall only be implemented in accordance with the approved mitigation measures and maintained as such for the life of the development.</p> <p>Reason: In the interests of the amenity of the future occupiers of the dwelling(s) in accordance with East Staffordshire Local Plan Policies SP1 and DP7, the Branston Neighbourhood Plan and the National Planning Policy Framework.</p>
16	<p>No construction works shall take place until a scheme of dust prevention and mitigation measures have been submitted to, and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved details.</p> <p>Reason: In order to safeguard human health and the water environment in accordance with East Staffordshire Local Plan Policy DP7 and the National Planning Policy Framework.</p>
17	<p>The development shall be carried out in accordance with the mitigation measures set out in the 'Flood Risk Assessment Land South of Branston Residential Phase 5 Flood Risk Assessment and Drainage Strategy St Modwen Developments Ltd' Revision 1.0 dated 27 February 2019 received on 05 March 2019 unless otherwise first agreed in writing by the Local Planning Authority. The mitigation measures shall be fully implemented prior to occupation of any dwellings and shall be retained and maintained for the lifetime of the development.</p> <p>Reason: To reduce the risk of flooding to the proposed development and future occupants and to prevent flooding elsewhere in accordance with Local Plan Policy SP27, the Branston Neighbourhood Plan and the National Planning Policy Framework.</p>
18	<p>Prior to first occupation of the development hereby permitted details of electric vehicle charging points, shall be submitted in writing to and agreed in writing by the Local Planning Authority. The approved electric vehicle charging points shall be installed in accordance with the approved details and shall be retained and maintained for the lifetime of the development.</p> <p>Reason: In the interests of creating a sustainable form of development and to encourage the use of ultra low emission vehicles in accordance with Policies SP1 and SP35 of the Local Plan, the Branston Neighbourhood Plan and the Parking Standards SPD.</p>
19	<p>The development shall be carried out in accordance with the mitigation measures set out in the Preliminary Ecology Appraisal by Cotswold Wildlife Surveys dated February 2019 received on 05 March 2019 unless otherwise agreed in writing by the Local Planning Authority.</p> <p>Reason: To safeguard protected species and their habitats in accordance with East Staffordshire</p>

	Local Plan Policy SP29 and the National Planning Policy Framework.
20	<p>Prior to first occupation of the development hereby permitted details of ecological enhancement measures (including bird nesting and bat roosting facilities) to be installed on the site shall be 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 the development and thereafter made available at all times for their designated purposes.</p> <p>Reason: To safeguard protected species and their habitats in accordance with East Staffordshire Local Plan Policy SP29 and the National Planning Policy Framework.</p>
21	<p>All planting, seeding or turfing comprised in the approved details of landscaping required under conditions 2 and 6 above 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.</p> <p>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 in accordance with East Staffordshire Local Plan Policies SP1, SP24, DP1 and DP3, the Branston Neighbourhood Plan, the East Staffordshire Design Guide and the National Planning Policy Framework.</p>
22	<p>Any scheme of walling and fencing approved as part of the landscaping scheme required by Conditions 2 and 6 above shall be completed prior to the development first being brought into use.</p> <p>Reason: To safeguard the visual amenities of the area and the amenities of occupiers of adjoining properties in accordance with East Staffordshire Local Plan Policies SP1, SP24, DP1 and DP3, the Branston Neighbourhood Plan, the East Staffordshire Design Guide and the National Planning Policy Framework.</p>

Informatives(s)

1	The Local Planning Authority has taken a positive approach to decision-taking in respect of this application concluding that it is a sustainable form of development which 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 secured a development that improves the economic, social and environmental conditions of the area in accordance with the requirements of paragraph 38 of the National Planning Policy Framework.
2	<p>The conditions identified below require details to be approved before commencement of the development:</p> <p>Condition No's 12, 13, 14, 15, 16, 17.</p>

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

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The conditions identified below require details to be approved no later than damp proof course stage of construction:

Condition No.5

The conditions identified below require details to be approved before occupation of the development.

Condition No's 19 and 21

This means that a lawful commencement of the approved development cannot be made until the particular requirements of these conditions have been met.

As from 6th April 2008 requests for confirmation of compliance with planning conditions requires a payer of a fee to the Local Planning Authority. The fee chargeable by the authority is £116 per request. The fee must be paid when the request is made. Any number of conditions can be included for each request. Payment can be made by cheque or card only. Please telephone 01283 508606.

Although we will endeavour to discharge all conditions within 21 days of receipt of your written request, legislation allows the Local Planning Authority a period of 8 weeks, and therefore this timescale should be borne in mind when programming development.

3 The applicant/developer is advised that this permission does not absolve them from their responsibilities in relation to protected species. If evidence of protected species is found at any point all work should cease and the services of a licensed ecologist procured to ensure an offence is not committed.

4 The conditions requiring off-site highway works shall require a Highway Works Agreement with Staffordshire County Council. The applicant is requested to contact Staffordshire County Council in order to secure the Agreement. The link below is to the Highway Works Information Pack including an application form. Please complete and send to the address indicated on the application form or email to nmu@staffordshire.gov.uk. The applicant is advised to begin this process well in advance of any works taking place in order to meet any potential timescales.
<https://www.staffordshire.gov.uk/transport/staffshighways/highwayscontrol/HighwaysWorksAgreement.asp>

5 This consent will require approval under Section 7 of the Staffordshire Act 1983 and will require a Section 38 of the Highways Act 1980. The developer should be advised to contact Staffordshire County Council to ensure that approvals and agreements are secured before commencement of works. Swept path analysis for an 11.9m long refuse vehicle shall be provided in support of the Section 7 application.

6 The applicant/ developer is advised that the existing foul pumping station is not adequate to serve an additional 120 houses and the developers must ensure that the system is suitably enhanced to meet the increased flow to Severn Trent Waters satisfaction.

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.

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

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Draft Decision Notice Com - OU Approve Conditions

Dated 02 August 2021

Signed

Sal Khan CPFA, MSc
Head of Services (Section 151 Officer)
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APPENDIX 3
TRAVEL PLAN FRAMEWORK

P/2019/00258
Received 22/03/2019

Branston Phase 5
Travel Plan

BRANSTON PHASE 5

TRAVEL PLAN

For

ST MODWEN DEVELOPMENTS

DATE: February 2019

REV: B

P18-608

Document History

Prepared by

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Position : **Transport Planner BA (Hons) MCIHT**

Date : **26/02/19**

Authorised by

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Position : **Associate Director – Traffic and Transportation**

Date : **26/02/19**

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Contents

1.0	Introduction	7
1.1.	Background Context	7
1.2.	Site Location	7
1.3.	Report Structure	9
2.0	Site Assessment	10
2.1.	Overview	10
2.2.	Walking	10
2.3.	Cycling	12
2.4.	Public Transport: Bus Services	14
2.5.	Public Transport: Rail Services	15
2.6.	Location of Local Facilities	15
2.7.	Site Accessibility Appraisal	18
2.8.	Site Accessibility Summary	21
3.0	Travel Plan Process	22
3.1.	Role of the Area Wide Travel Plan	22
3.2.	Role of the Area Wide Travel Plan Manager	22
3.3.	Area Wide Travel Plan Objectives	22
3.4.	Area Wide Travel Plan Targets	23
3.5.	Monitoring	23
4.0	Travel Plan Measures	24
4.1.	Overview	24
4.2.	Cycling	24
4.3.	Public Transport	24
4.4.	Car Sharing	24
4.5.	Powered two-wheeler	24
4.6.	Reducing the Need to Travel	24
4.7.	Residential Travel Information Pack	25
5.0	Conclusions	26

Figures

Figure 1: Site Location Plan	8
Figure 2: Walking Catchments	11
Figure 3: Cycling Catchments	13
Figure 4: Distance to Local Key Facilities and Amenities	17

Tables

Table 1: Suggested Acceptable Walking Distances	10
Table 2: Local Bus Services	14
Table 3: Accessibility to Key Facilities via Sustainable Transport	19
Table 4: DfT Accessibility Journey Time Thresholds	21
Table 5: DfT Site Accessibility	21

Appendices

Appendix A: Indicative Site Masterplan
Appendix B: Staffordshire Cycle Map

Summary

Rodgers Leask Ltd (RLL) has been appointed by St Modwen Developments (SMD) to produce this Travel Plan (TP) in support of an outline planning application for the erection of up to 120 dwellings and associated works on land (referenced as the 'Site') on land south of Branston, on the southern edge of Burton-upon-Trent in East Staffordshire.

The Site will be the 5th phase of residential development within SMD's wider 'Branston Leas' mixed used development (previously known as 'Land South of Branston' or 'LsoB').

This TP builds on the Area Wide Travel Plan (AWTP) that accompanied the outline planning permission for LsoB, LPA Ref: [P/2013/00432](#), of which was granted permission in 2013.

The AWTP provides overarching travel plan targets and objectives for LsoB, and provides a set of measures that will be implemented, as well as the survey and monitoring requirements.

RLL has been informed that David Tucker Associates are acting as the Area Wide Travel Plan Manager (TPM) for LsoB.

The TPM has the responsibility to co-ordinate the implementation of the AWTP for the residential aspects of LsoB, however they will have support from sales representatives employed by the individual house builders for each phase of development.

Phase 5 will be an additional Phase within the AWTPs residential catchment.

This TP provides an updated appraisal of the existing local facilities and amenities surround the Site, as well as an assessment of the existing sustainable transport options. The accessibility of those services by a number of transport modes has been examined.

In order to effect the required modal change, a suggested "toolkit" of potential interventions was identified within the AWTP, and this TP provides an **additional** set of measures that could be implemented to assist in encouraging alternative modes of sustainable travel.

1.0 Introduction

1.1. Background Context

Rodgers Leask Ltd (RLL) has been appointed by St Modwen Developments (SMD) to produce this Travel Plan (TP) in support of an outline planning application for the erection of up to 120 dwellings and associated works on land (referenced as the 'Site') on land south of Branston, on the southern edge of Burton-upon-Trent in East Staffordshire.

A copy of the current indicative site masterplan is presented in **Appendix A**.

East Staffordshire Borough Council (ESBC) and Staffordshire County Council (SCC) are the local planning and highways authorities respectively for the site.

The purpose of a Travel Plan is to reduce single occupancy car travel and promote more sustainable types of travel. This TP builds on the Area Wide Travel Plan (AWTP) that accompanied the outline planning permission for LsoB, LPA Ref: [P/2013/00432](#), of which was granted permission in 2013.

Staffordshire County Council's document 'Guidelines for Transport Assessments and Travel Plans' produced in 2008, and The Department for Transport (DfT) guidance document, "Delivering Travel Plans through the Planning Process" have also been reviewed.

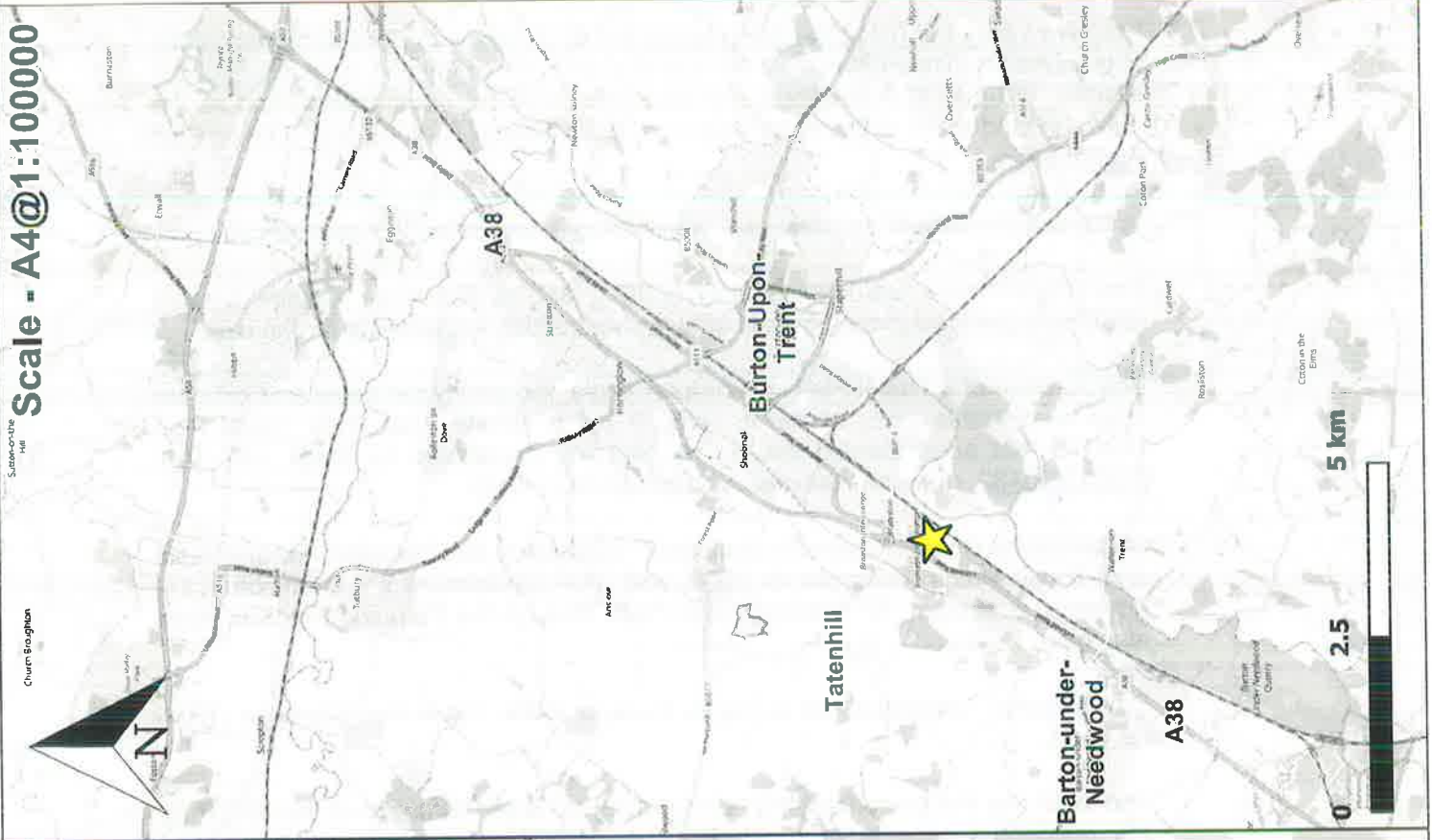
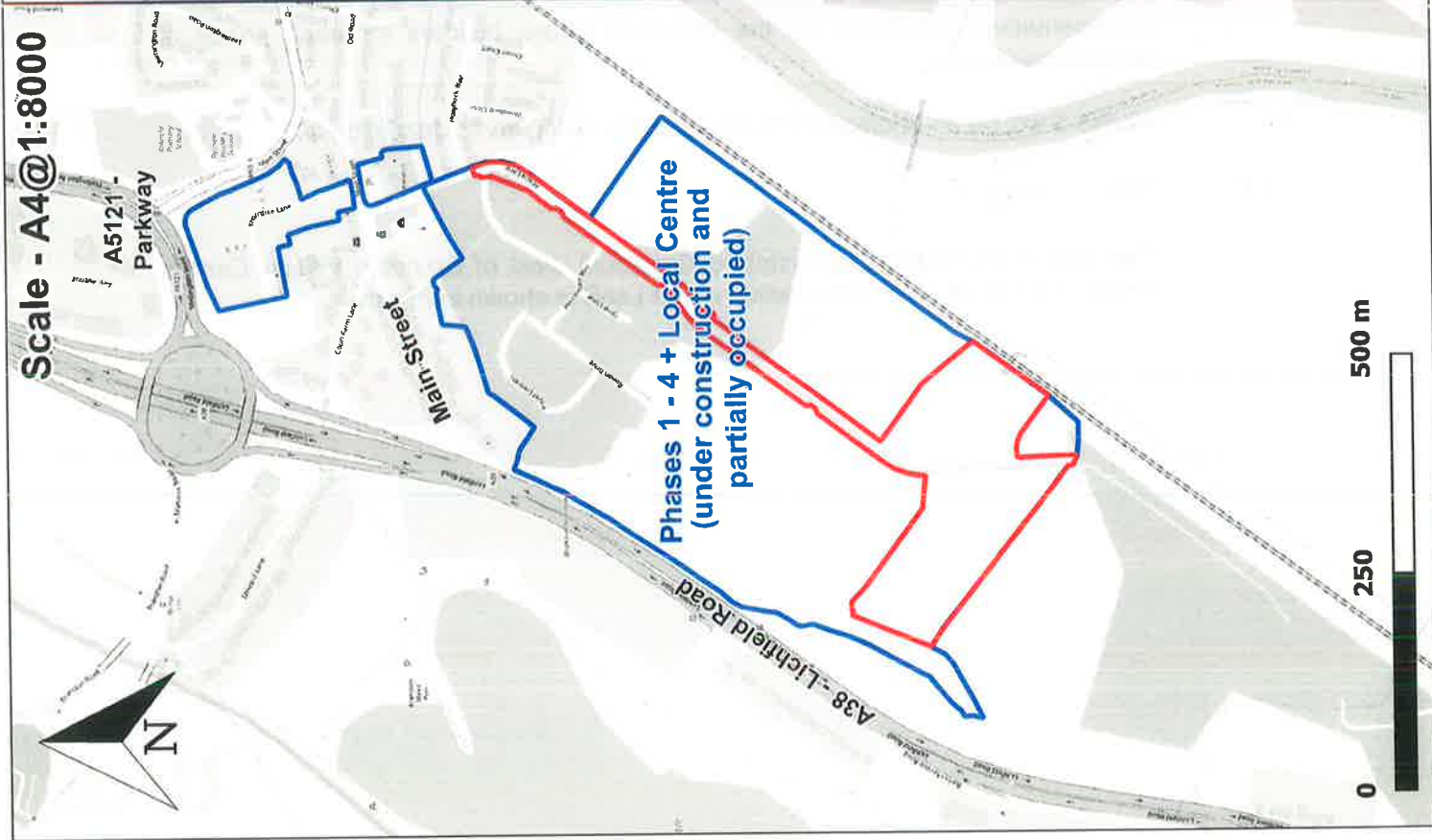
David Tucker Associates are acting as the Area Wide Travel Plan Manager (TPM) for LsoB.

The TPM has the responsibility to co-ordinate the implementation of the AWTP for the residential aspects of LsoB, however they will have support from sales representatives employed by the individual house builders for each phase of development.

Phase 5 will be an additional Phase within the AWTPs residential catchment.

1.2. Site Location

The Site is located approximately 850m south west of Branston Village Centre. Phase 5's site location and position within LsoB is shown in **Figure 1**.



Legend

- Red Line Boundary - Phase 5
- Bransdon Leas Phases 1 - 4 and Local Centre
- ★ Site Centre

Source: © OpenStreetMap contributors, CC-BY-SA



Client: **St Modwen Developments**
 Product: **Bransdon, Phase 5**
 Figure Title: **Site Location**

Status: **FOR INFORMATION**

Scale: **A4 @ 1:As Shown**

Drawn: **SB**

Checked: **MWH**

Date: **26/02/19**

Figure Number: **Figure 1**

1.3. Report Structure

This TP comprises the following:

- **Section 2.0** presents a site assessment, which includes a review of the existing local sustainable transport options and facilities, and proposed improvements;
- **Section 3.0** sets out the broad role of the AWTP and TPM, along with the initial aims, objectives and monitoring process;
- **Section 4.0** presents a list of suggested measures that the TPM could implement in addition to the measures set out in the AWTP;
- **Section 5.0** presents a summary of AWTP targets, measures, roles and responsibilities within an overall conclusion.

2.0 Site Assessment

2.1. Overview

Within any TP it is important to consider the needs of the proposed development's end-users and their need to access to key facilities and amenities.

This section describes the existing sustainable transport options and facilities in the local area and reviews the quality of those existing facilities. An appraisal of the existing local sustainable transport options in conjunction with the proposed infrastructure improvements has been assessed to ascertain whether any additional appropriate measures could be implemented (on top of those set out within the AWTP) to reduce single occupancy vehicle trips and increase use of sustainable transport modes.

2.2. Walking

As described previously in this report the Site is located within the wider Branston Leas development site, located to the south of Branston.

The Site is approximately 850m south west of Branston Village Centre. The Site will have pedestrian access via the footways located on either side of Acacia Lane, as well as footpaths linking into Phase 4 to the north east along the Site's southern boundary.

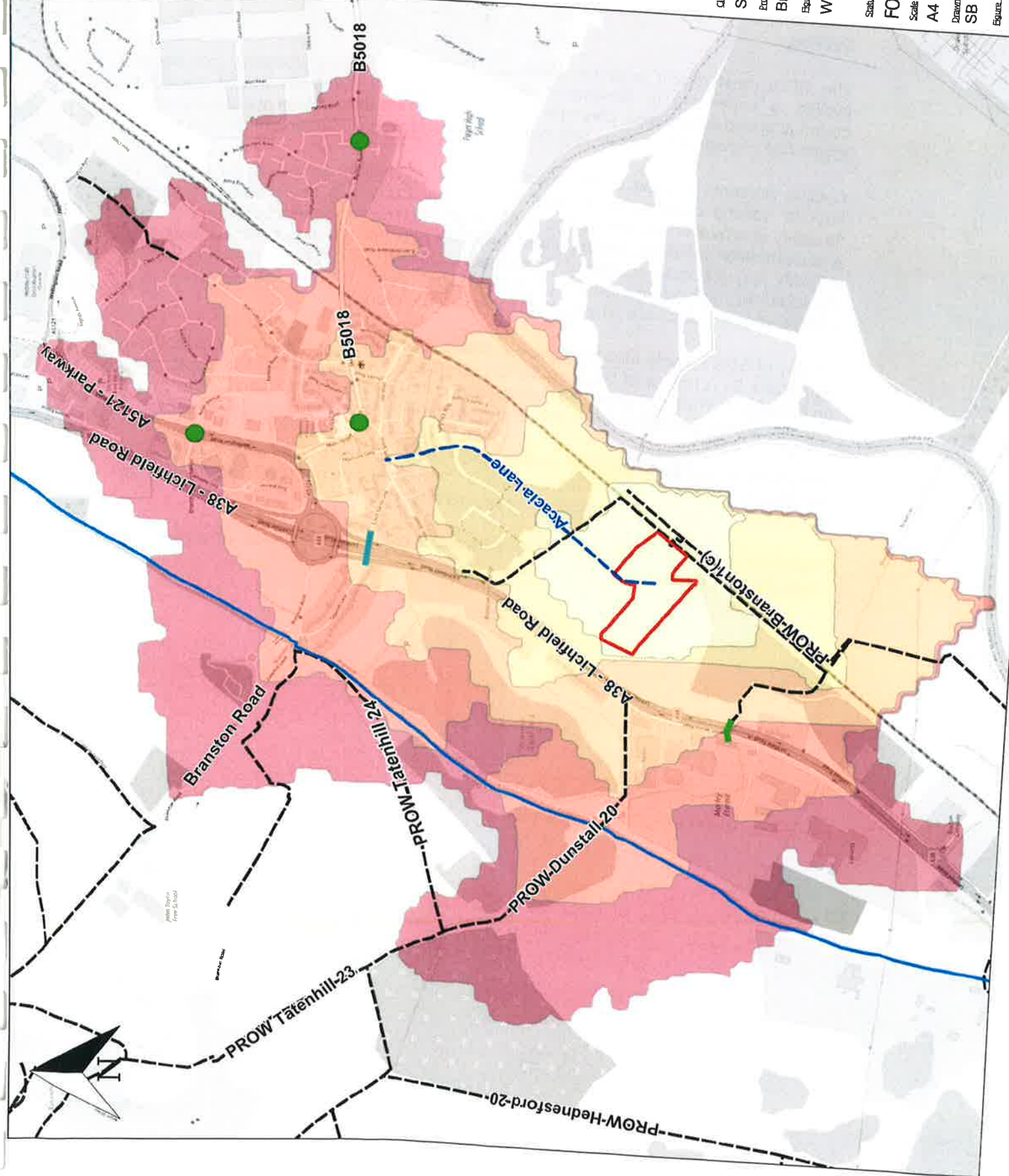
Although now superseded by the NPPF, the thresholds for appropriate walking distances to/from key services and amenities as identified in the Planning Policy Guidance 13: Transport (DCLG - PPG13, 2001) and in the Guidelines for Providing Journeys on Foot (The Chartered Institution of Highways & Transportation, 2000) are still considered relevant. The CIHT publication identifies preferred maximum acceptable walking distances for different destination types; these are summarised below in **Table 1**.

Table 1: Suggested Acceptable Walking Distances

	Walking Distance (m)		
	Town Centres	Commuting / School	Elsewhere
Desirable	200	500	400
Acceptable	400	1000	800
Preferred Maximum	800	2000	1200

Source: "Guidelines for Providing Journeys on Foot", Page 49, Table 3.2, CIHT (2000)

It should be noted that the distances identified should be regarded as guidance and that there should also be an emphasis on the quality, attractiveness and directness of pedestrian facilities/routes. The geographical areas that are within acceptable walking distance of the proposed development are illustrated in **Figure 2**.



Legend

- Phase 5 Site Boundary
- Acacia Lane - Branston Leas spine road
- Public Rights of Way
- Crossing Point
- Subway
- 'Way for the Millennium'
- Toucan Crossing
- Walking Catchments**
- 400m - 5 Minutes
- 800m - 10 Minutes
- 1200m - 14 Minutes
- 1600m - 19 Minutes**
- 2000m - 24 Minutes**

Source: © OpenStreetMap contributors, CC-BY-SA



Client:
St Modwen Developments

Project:
Branston, Phase 5

Figure Title:
Walking Catchments

Status:
FOR INFORMATION

Scale:
A4 @ 1:13500

Drawn:
SB

Checked:
MWH

Date:
26/02/19

Figure Number:
Figure 2

St James House, Mansfield Road, Derby, DE1 3TQ, Tel: 01332 285000, Fax 01332 291728, www.rdgesterask.co.uk

The catchments illustrated in **Figure 2** demonstrate that Branston Village is within approximately 1200m of the centre of the Site, as well as several public rights of way (PROW). Analysis of the facilities within the 2km catchment is presented later in this report in **Section 0**.

2.3. Cycling

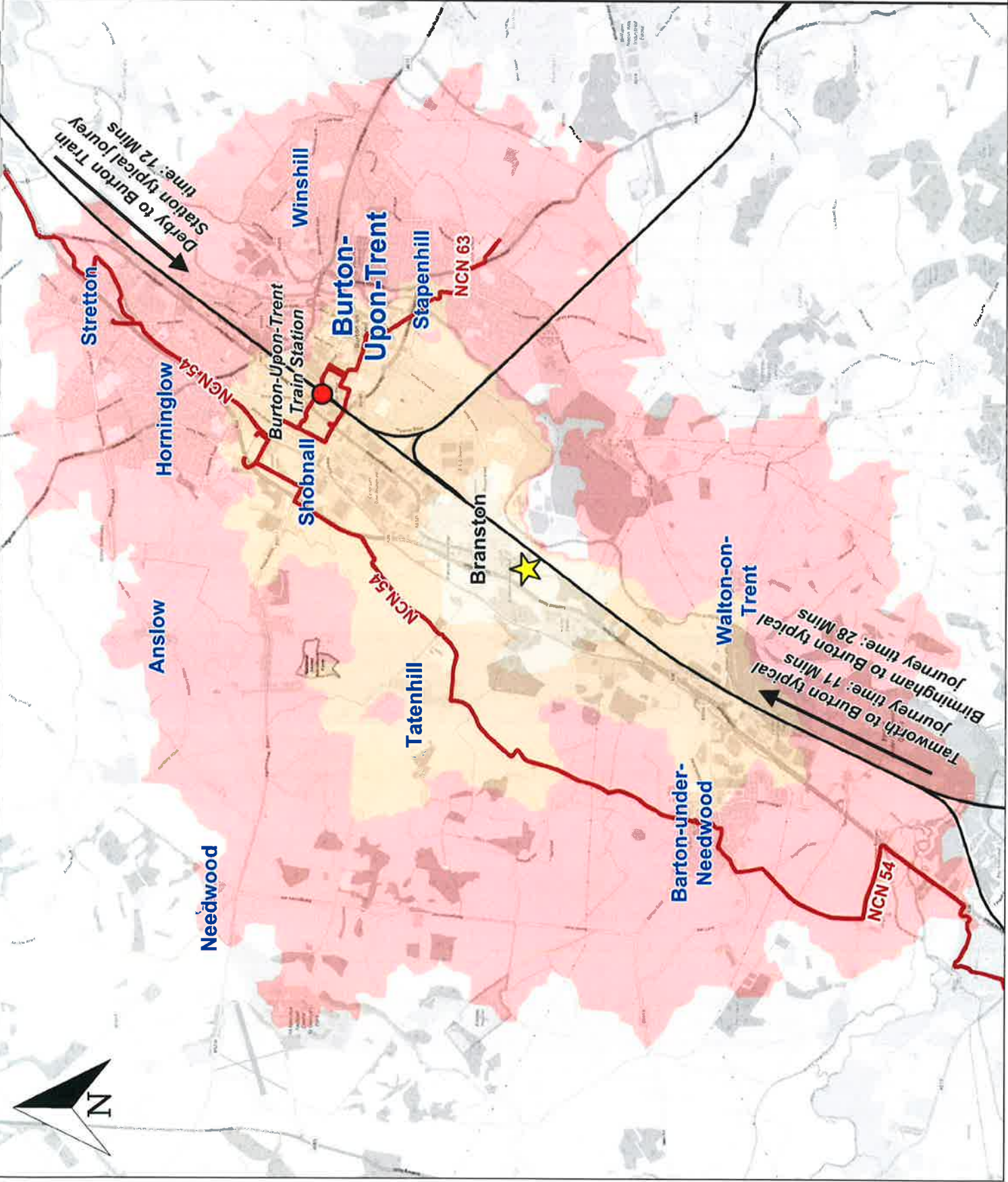
The DfT's most recent available National Travel Survey statistics indicate that cycling is continuing to become a more popular transport modal choice for commuting and leisure trips. Over the last few years the national average cyclist trip length has increased to a peak of 5.8km in 2017 over a duration of 24 minutes.

Cycling presents a good transport option for medium length journeys that are beyond walking distance as it offers bespoke origin to destination options and flexibility of arrival times. For cycling to be attractive, the routes between trip origin and destination locations are important: the length of trip, perceived convenience, difficulty (e.g. topography), clarity, directness, safety (e.g. segregation from heavily trafficked or high-speed roads) of the route and facilities at trip ends (e.g. lockers/showers, etc.) are all important factors to consider.

A copy of SCC's Cycle Map for the local area surrounding the Site is presented in **Appendix B**. A review of the map demonstrates that there are suitable cycle paths on the A5121 / Parkway providing a route to Burton-upon-Trent Town Centre. There are also advisory cycle routes within Branston, most notably Regents Park Road.

Assuming an average "cruising" cycling speed of 20.1kph/12.5mph as identified in the SCC's Highway Design Guide and the national average cycle trip time of 24 minutes, a typical trip would cover approximately 8.0km.

The local areas that are within the average cycle trip distance of 8.0km are illustrated in **Figure 3**.



Legend

- ★ Site Location
- NCN Routes
- Railway Track
- Railway Station
- Cycling Catchments
- 2.0km - 6 Minutes
- 5.0km - 15 Minutes
- 8.0km - 24 Minutes

National Cycle Network mapping - <https://www.sustrans.org.uk/ncn/map>
 Cycling speed based on Staffordshire cycle journey planner
www.cyclemap.staffordshire.gov.uk
 Source: © OpenStreetMap contributors, CC-BY-SA



Client: St Modwen Developments
 Project: Branston Leas, Phase 5
 Figure Title: Cycling Catchments

Status: FOR INFORMATION
 Scale: A4 @ 1:62000
 Drawn: SB
 Checked: MWH
 Date: 26/02/19

Figure Number: Figure 3

St James House, Mansfield Road, Derby, DE1 3TQ, Tel: 01332 285000, Fax 01332 291728, www.rpdgensteask.co.uk

It can be seen from **Figure 3** that Burton-upon-Trent and its Town Centre is within the 8km radius, providing access to numerous commercial and employment opportunities, as well as Burton Railway station, which provides opportunity for linked trips to larger population centres such as Derby or Birmingham.

Furthermore, it should be noted that many UK cyclist commuters regularly cycle further than the 8.0km radius illustrated in **Figure 3**. The use of technology and social media (e.g. smart phone apps/cycle computers/GPS equipment) to record rides is wide spread; numerous websites and their associated apps (e.g. Map My Ride and Strava) provide riders with information such as trip speed, time, trip distance, calories burned, elevation changes – average gradients and total climb distance, heart rate, etc.

Strava release an annual summary of their >250,000 UK members' commuter cycling statistics and their latest statistics (2017) indicated that the average commuter ride speed was 22.1kph (13.7mph), over an average distance of 13.1km (8.1miles) over an average ride time of almost 41 minutes. Based on the Strava statistics, the proposed development is within a commutable cycle trip of a much wider area, which means that any development SOV trips to/from these locations are realistic potential targets for modal shift.

Local topography is noted to be relatively flat and the presence of nearby employment centres and population centres, in conjunction with the multiple cycle route options already available, indicates that the proposed development's end users could and should be promoting cycling as a genuinely viable alternative to SOV trips.

2.4. Public Transport: Bus Services

The site is served by the 12 and X12 bus services, which are operated by Midland Classic. A summary of the routes and frequencies is presented below in **Table 2**.

Table 2: Local Bus Services

Service No. (Operator)	Route	Service Frequency & Operating Times*		
		Weekday	Weekend	
		Mon - Fri	Sat	Sun
X12 (Midland Classic)	Burton – Lichfield – Sutton Coldfield	Every 30 Minutes (from 0616 until 1637hrs)	Every 30 Minutes (from 0721 until 1927hrs)	No service
12 (Midland Classic)	Burton – Lichfield	One Service – Monday to Friday 1721Hrs)		

The nearest existing bus stops are located on the B5018 - Main Street, approximately 1.28km from the centre of the Phase 5 Site; the stops are equipped with shelters, real-time information display and timetables.

However, further to a review of the Staffordshire Residential Design Guide, it states that:

“To reduce the use of private cars for local trips houses should be within 350m of a regular bus stop where possible.”

It is acknowledged that Phase 5 exceeds the above guidance significantly so a bus stop and turning facility in a much closer location are proposed.

The LsoB planning permission has the obligation to provide a bus service through the Site, and discussions on the implementation of a bus service are ongoing with local bus operator Centrebus.

2.5. Public Transport: Rail Services

Burton-on-Trent is the nearest railway station to the Site, located approximately 4.6km/2.9 miles away (via bicycle) to the north east. The journey by bicycle is approximately 14 minutes.

The station sits on the major strategic south west to north east rail line, which is operated by Cross Country Trains. Direct services to the following key strategic locations (average trip time) are available;

- Derby (12 mins);
- Birmingham (34 mins);
- Nottingham (40 mins);
- Sheffield (51 mins).

Direct access is also available to local railway stations such as Tamworth (11 mins) and Willington (5 mins).

Given that the railway station is accessible via bike in a short ride time and that rail services to nearby larger population centres frequent and quick, it is considered that linked cycle/rail trips represent a viable commuting option for residents of Phase 5 (and other residential phases of LsoB).

Burton-on-Trent railway station has storage space for up to 38 bicycles, with associated CCTV, and has a 110-space car park. Step free access to the platforms is available.

2.6. Location of Local Facilities

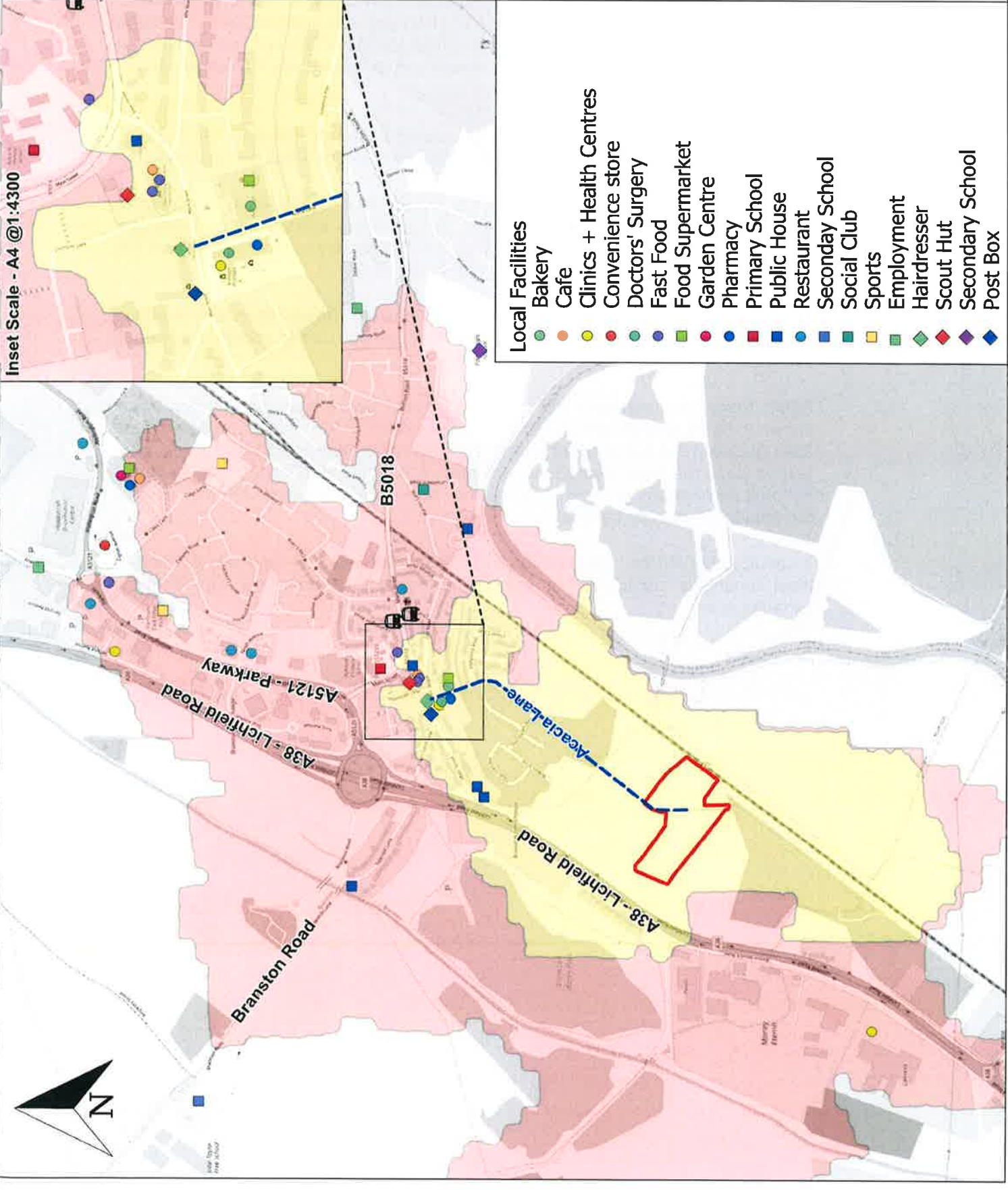
The proposed residential development must be located such that it enables residents to access to important day-to-day facilities and services using sustainable transport modes. These include employment, education, healthcare, food retail and town centres. If this can be achieved readily, the need to travel unsustainably is reduced and the likelihood of a modal shift is increased.

All TP's should consider residents' needs in this context to ensure options to satisfy these needs, using sustainable transport when available, are available to help

minimise the number of single occupancy vehicular trips generated from the new development. As part of the TA, an examination of the distances to local facilities was undertaken and is illustrated below in **Figure 4**.



Inset Scale - A4 @ 1:4300



Legend

- Phase 5 Site Boundary
- Bus Stops
- Acacia Lane - Branston Leas spine road
- Walking Catchments
- 1.0km - 12 Minutes
- 2.0km - 24 Minutes

Source: © OpenStreetMap contributors, CC-BY-SA



Client: St Modwen Developments
 Project: Branston, Phase 5
 Figure Title: Local Facilities Plan
 Status: FOR INFORMATION
 Scale: A4 @ 1:13500
 Drawn: SB
 Checked: MWH
 Date: 26/02/19
 Figure Number: Figure 4

- Local Facilities**
- Bakery
 - Cafe
 - Clinics + Health Centres
 - Convenience store
 - Doctors' Surgery
 - Fast Food
 - Food Supermarket
 - Garden Centre
 - Pharmacy
 - Primary School
 - Public House
 - Restaurant
 - Secondary School
 - Social Club
 - Sports
 - Employment
 - Hairdresser
 - Scout Hut
 - Secondary School
 - Post Box

Figure 4 shows that many services can be accessed within walking distance of the proposed development site.

2.7. **Site Accessibility Appraisal**

Further to the findings described and illustrated previously in, the analysis of site accessibility has been undertaken using the following assumptions on the average speed of walking trips (1.4m/s) and cycling trips (20.1kph/12.5mph) as identified in SCC's online cycling journey planner, which can be accessed via the following link: <https://cyclemap.staffordshire.gov.uk/>.

Walking and cycling trips have been calculated based on the shortest possible routes between the centre of the proposed development site and the destinations.

Bus journey times have been calculated based on a combination of timetable information and website information e.g. Google Maps and official bus operator websites. Bus journey times include all parts of the journey (i.e. walking to/from the stops at the origin and destination, transfer times, etc).

Table 3 takes the locations identified above in **Figure 4** and establishes, how, using the 3 main modes of sustainable transport, they can be used to access the various services.

Public transport times have not been determined where a walking/cycling trip is shown to be 15 minutes or less, and any trips exceeding 90 minutes have also been disregarded. Trips between 60 and 90 minutes have been highlighted in red, bold text as these trip times exceed the maximum thresholds identified in both local and national accessibility guidance (the journey times are compared with the relevant thresholds later in this section).

It should be noted that the facilities listed within **Table 3** are examples of existing local amenities considered of key importance and it does not represent an exhaustive list.

Table 3: Accessibility to Key Facilities via Sustainable Transport

Service Category	Local Facility/Amenity/Service	Approx. Dist. (km)	Approx. Journey Time (mins)		
			Foot	Bicycle	Bus
Community	The Sanctuary Hair & Beauty At The Old Chapel	0.95	11	3	N/A
Community	Post Box	1.00	12	3	N/A
Community	Branston Scout Group	1.00	12	3	N/A
Community	Burton Physically Handicapped & Disabled Club	1.75	21	5	N/A
Education (Primary)	Rykneild Primary School	1.20	14	4	N/A
Education (Secondary)	Paget County High School	1.95	23	6	19
Education (Secondary Academy)	John Taylor Free School	2.25	27	7	N/A
Employment	Branston Leas/Burton Gateway Employment	1.10	13	3	N/A
Employment	B&Q Branston RDC	2.55	30	8	24
Employment	Centrum One Hundred	2.25	27	7	23
Food Retail (Bakery)	Birds the Confectioners	0.95	11	3	N/A
Food Retail (Convenience Store)	The Co-operative	1.00	12	3	N/A
Food Retail (Restaurant/Takeaway)	Oregano Pizza	1.05	13	3	N/A
Food Retail (Restaurant/Takeaway)	Golden Fry	1.05	13	3	N/A
Food Retail (Restaurant/Takeaway)	China King	1.10	13	3	N/A
Food Retail (Restaurant/Takeaway)	Pascal at the Old Vicarage	1.30	15	4	N/A
Food Retail (Pub/Restaurant)	Bridge Inn	1.55	18	5	N/A
Food Retail (Pub/Restaurant)	Harvester Centrum	1.65	20	5	N/A
Food Retail (Pub/Restaurant)	Toby Carvery	1.65	20	5	N/A
Food Retail (Restaurant/Takeaway)	McDonald's Restaurant	2.25	27	7	22
Food Retail (Pub/Restaurant)	Corner House	2.25	27	7	22
Food Retail (Superstore)	Morrisons	2.35	28	7	22

Service Category	Local Facility/Amenity/Service	Approx. Dist. (km)	Approx. Journey Time (mins)		
			Foot	Bicycle	Bus
Health	Branston Pharmacy	1.00	12	3	N/A
Health	District Nurses Office	1.00	12	3	N/A
Health	Trent Meadows Medical Practice	1.10	13	3	N/A
Health	Edwin House	2.05	24	6	23
Health	Morrisons Pharmacy	2.45	29	7	23
Health	Queens Hospital (A&E)	5.95	N/A	18	46
Leisure/Sport/Recreation	The Pickle Pot (Public House)	1.05	13	3	N/A
Leisure/Sport/Recreation	The Blacksmiths Arms (Public House)	1.05	13	3	N/A
Leisure/Sport/Recreation	The Gate Inn (Public House)	1.10	13	3	N/A
Leisure/Sport/Recreation	Clays Lane Park	1.65	20	5	18
Leisure/Sport/Recreation	Bannatyne Health & Fitness	2.35	28	7	23
Leisure/Sport/Recreation	Morrisons Garden Centre	2.35	28	7	22
Leisure/Sport/Recreation	Beefeater Merry Monk	2.65	32	8	27
Local Centre	Branston Square Retail Park	0.95	11	3	N/A
Town Centre	Burton-Upon-Trent	4.65	55	14	25
Transport	New Street Bus Stops (Burton Town Centre)	4.45	53	13	23
Transport	Burton-Upon-Trent Railway Station	4.55	54	14	37

When viewing the journey times presented above in **Table 3** in conjunction with figures presented in Section 2.0 it can be seen that the proposed development can access a number of key services via sustainable forms of transport, most notably walking and cycling.

Further to the above the following paragraphs provide additional details regarding the journey time thresholds based on the latest revision of the DfT's Accessibility Statistics Guidance (2014) provides journey time thresholds to 8 key services; the lower threshold represents the national median for specific journey types and the upper threshold represents the "higher end" of actual journeys. A summary of the DfT journey time thresholds is presented in the following table:

Table 4: DfT Accessibility Journey Time Thresholds

Service	Lower Threshold (mins)	Upper Threshold (mins)
Employment	20	40
Primary School	15	30
Secondary School	20	40
Further Education	30	60
GP	15	30
Hospital	30	60
Food Store	15	30
Town Centre	15	30

Source: "Accessibility Statistics Guidelines", v1.4, Para. 1.10, DfT (2014)

Table 5 below provides a multi-modal summary of how the proposed development compares against the thresholds set out within the DfT guidance.

Table 5: DfT Site Accessibility

Service	Lower Threshold			Upper Threshold		
	Foot	Bicycle	Bus	Foot	Bicycle	Bus
Employment	✓	✓		✓	✓	✓
Primary School	✓	✓		✓	✓	
Secondary School		✓	✓	✓	✓	✓
Further Education		✓	✓	✓	✓	✓
GP	✓	✓		✓	✓	
Hospital		✓			✓	✓
Food Store	✓	✓		✓	✓	✓
Town Centre		✓	✓		✓	✓

Tables 4 & 5 which are shown above, demonstrate that the majority of the key services are available within both the higher and lower thresholds of accessibility via at least form of sustainable transport.

2.8. Site Accessibility Summary

Further to the review of existing local facilities, the previously described development proposals, in conjunction with the wider LsoB planning obligations, it is considered that the proposed Phase 5 development will form part of the sustainably accessible mixed-use Branston Leas development.

3.0 Travel Plan Process

3.1. Role of the Area Wide Travel Plan

Given the different land uses (employment and residential) permitted within the initial LsoB outline planning permission, (LPA ref: [P/2013/00432](#)), the production and implementation of an AWTP was deemed the most appropriate way to ensure cooperation between all occupiers at LsoB (both employers and house builders) when it comes to encouraging sustainable travel.

The AWTP provides an umbrella Travel Plan that covers the whole LsoB site. The AWTP implements measures for the residential phases and the employers of the commercial units produce their own Travel Plans based on the guidance set out within the AWTP.

The AWTP then collates all the required monitoring information (i.e. travel survey data) and ensures the measures implemented/proposed are up to date and the most relevant.

3.2. Role of the Area Wide Travel Plan Manager

As mentioned previously, David Tucker Associates are acting as the Area Wider Travel Plan Manager (TPM) for LsoB.

The TPM has the responsibility to ensure joint working between all stakeholders to maximise potential of the AWTP and ensure the objectives and targets are achieved. The stakeholders include, although not limited to;

- Staffordshire County Council;
- Public Transport Operators;
- New/existing employers;
- Travel Planning organisations;
- Sales representatives at each house builder.

The TPM will liaise with the sales representatives at Phase 5 to ensure promotional/marketing materials are distributed to residents, and all other relevant measures set out in the AWTP and/or in Section 4.0 of this report are carried out.

3.3. Area Wide Travel Plan Objectives

At the time the original AWTP was produced in 2011, the main objectives of the AWTP were to:

- *'Encourage and promote the use of more sustainable modes of transport for staff, residents' and visitors;*
- *Maximise opportunity for residents/staff/visitors to travel within, to and from the proposed development by public transport, walking and cycling;*

- *Reduce the traffic generated by the development, especially single-occupied car journeys; and*
- *Promote healthy lifestyles and sustainable, vibrant local communities.'*

These objectives are subject to change, however the proposed set of additional measures and initiatives set out later in this TP aim to help achieve the above list of objectives.

3.4. Area Wide Travel Plan Targets

The AWTP describes how travel surveys would be carried out to establish travel behaviour (baseline data) against which the objectives of the plan and targets for reducing car dependency can then be set.

The AWTP also describes how initial travel surveys would be undertaken once 165 dwellings are occupied at LsoB. At the time of writing this report, RLL has been informed that approximately 190 dwellings of the outline planning permission (total of 660 dwellings) are occupied.

Phase 5 will have targets set in line with the targets produced for LsoB following the completion of the first set of surveys.

3.5. Monitoring

Monitoring to what degree the implemented measures are having on encouraging sustainable travel to/from Phase 5 will coincide with the methodology set out in Section 7 of the AWTP.

As soon as the first dwelling is occupied at Phase 5, the next LsoB annual survey will include those occupied dwellings at Phase 5.

Residents will be provided with a travel survey in the form of a diary to complete, along with a date for returning the diary.

The TPM will undertake a site audit of LsoB annually in order to assess pedestrian/cycle routes and traffic calming measures etc. This will include Phase 5 once the first dwelling is occupied.

The TPM will then include Phase 5 dwellings within the multi-modal split figures presented within the annual monitoring reports. The monitoring reports are distributed to the relevant stakeholders.

4.0 Travel Plan Measures

4.1. Overview

As described previously, the AWTP set out a list of measures that are to be introduced to encourage more sustainable modes of travel to/from LsoB.

This section aims to build on the measures set out in the AWTP, and provide an **additional** “toolkit” of potential interventions available to increase the use of sustainable modes of transport that the TMP can make use of.

4.2. Cycling

In addition to the description of cycling groups/cycle maps within the Travel Packs, a cycle maintenance kit could be housed within the sales offices of each development Phase for residents to make use of.

4.3. Public Transport

Once details are confirmed regarding the implementation of a new bus service, the timetable and routing information will be provided to all residents on a leaflet.

4.4. Car Sharing

Staffordshire County Council have recently updated their car sharing service. LsoB can register the Site at <https://share-a-lift.co.uk> and residents can find other car shares who live within LsoB or the local vicinity surrounding the site, and share lifts either for commuting or one off trips.

4.5. Powered two-wheeler

An often-overlooked form of transport is the “powered two-wheeler” (i.e. a motorcycle or scooter). These forms of transport use much less fuel than a motor vehicle and take up less road space. They provide an effective bespoke mode of transport for journeys of all ranges.

Similar to cycling, motorcyclists require securing the vehicle, along with changing facilities at the terminus of the journey. The cost of equipment can be reduced through seeking partnerships with retailers.

4.6. Reducing the Need to Travel

The use of technology and alternative work patterns can mean that not all trips to work need to be undertaken during the peak periods. Whilst it is acknowledged that in some instances there is no substitute to face-to-face contact and not all businesses lend themselves to flexible working and the alternative use of technology there are advantages to reduce the need to travel.

All residential units will be provided with infrastructure for internet and broadband access. The TPC will also explain the benefits of home working and encourage residents to consider flexible hours and opportunities to work at home where

possible (such as working from home one day/week). Information emphasising the benefits of home working and home shopping will be set out within the Travel Information Pack.

4.7. Residential Travel Information Pack

As set out in the AWTP, each household will receive a Travel Information Pack. In addition to the incentives set out on page 19 of the AWTP, the Welcome Pack could also include information on;

- 'Betterpoints' app – the betterpoints app provides an incentive to travel sustainably, the free app, downloaded to a resident's smart phone, can log sustainable travel trips, where residents can then exchange sustainable travel points with vouchers at high street retailers;
- 'Responsible parking'; – residents will be informed of their responsibility to park safely and appropriately on the development, this helps to ensure all highway users can use the footways / highway safely.

The measures set out above could be implemented into the AWTPs action plan to further encourage sustainable forms of travel to/from LsoB.

5.0 Conclusions

This TP describes how Phase 5 of the Branston Leas Development will adhere to the Area Wide Travel Plan (AWTP) produced as part of the outline planning permission for LsoB (LPA ref: [P/2013/00432](#)).

This TP describes the AWTP process, and sets out how Phase 5 will sit within the wider LsoB AWTP.

The AWTP will liaise with sales representatives at Phase 5 to ensure the relevant promotional/marketing material is distributed to all new residents.

The measures set out within the AWTP will also be implemented/offered to residents of Phase 5.

Additional measures have been suggested in Section 4.0 of this report that could further encourage sustainable travel and move residents away from private car use.

Phase 5 will help seek to achieve the target modal shift percentages set out in the AWTP, of which the targets were to be established following the completion of the first travel survey.

Appendices

Appendix A

Indicative Site Layout

Appendix B

Staffordshire Cycle Map



Cycling map and information guide



WHY CYCLE?

- Cycling can save you money.
- Cycling improves your strength, stamina and aerobic fitness with little risk of over-exertion.
- At 10-20mph door to door, it is the fastest travel mode in urban peak hours.
- According to the British Medical Association (BMA), cycling five miles four times a week can cut risks of coronary heart disease by up to half. Regular activity also reduces chances of strokes, colon cancers and osteoporosis.
- Riding your bike to work is a great way to make two aerobic workouts part of your daily routine
- Cycling produces no atmospheric pollution and virtually no noise.

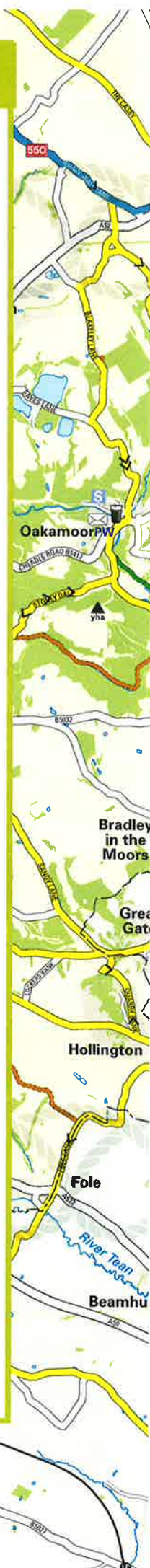
Cycling along canals

The Canal & River Trust (formerly British Waterways) welcomes considerate cyclists to its towpaths and you don't need a permit to use your bike on any of our towpaths. Lots of people visit the waterways for many different reasons and everyone is entitled to feel happy and safe whilst they're visiting.

So the Canal & River Trust asks everyone to follow **the Greenways Code for Towpaths** – 10 points which encourage considerate, safe and courteous use of towpaths:















- **Share the space** Consider other people and the local environment whenever you're on a towpath. Remember some people may move less predictably, for example young children or those with visual or mobility impairments.
- **Drop your pace** Considerate sharing of the limited towpath space is the key. Jogging and cycling are welcome, but drop your pace in good time and let people know you are approaching by ringing a bell or politely calling out before waiting to pass slowly.
- **Pedestrians have priority** Towpaths are 'Greenways' or shared use routes where pedestrians have priority and vehicles are generally excluded.
- **Be courteous to others** A smile can go a long way. Abusive or threatening behaviour is not acceptable and should be reported to the Police.
- **Follow signs** They are there for the safety of everyone. Cyclists should dismount where required and use common sense in busy or restricted areas, recognising that pedestrians have priority.
- **Give way to oncoming people beneath bridges** Whether they are on foot or bike and be extra careful at bends and entrances where visibility is limited.
- **When travelling in large groups** especially if you are running or cycling, please use common sense and give way to others.
- **Try to avoid wearing headphones** as this makes you less aware of your surroundings possible hazards and others sharing the same space.
- **Keep dogs on a short lead** and clean-up after them. Dog fouling is very unpleasant and is a health hazard.
- **Keep children close to you at all times** and encourage them to learn and follow the Greenway Code for Towpaths.

For more detail see the Staffordshire Moorlands Cycle Map



Common signs

Common road signs and markings that you may come across when cycling through the borough.

- | | | | |
|---|--|---|--|
|  | No entry
(for all vehicles including cycles) |  | Motor vehicles prohibited
(cycles permitted) |
|  | No cycling |  | Segregated route |
|  | Routes for use by pedal cycles only |  | Shared route for cyclists and pedestrians together |
|  | With-flow cycle lane ahead |  | Cycle lane |
|  | Cycle route |  | End of cycle route |
|  | Cyclists dismount | | |
|  | Direction sign showing recommended route | | |
|  | Cycle parking |  | Cycle route forming part of the National Cycle Network |

Common road markings

- | | | | | | |
|---|----------------------------|---|-----------------------------------|---|---|
|  | Cycle lane, track or route |  | End of cycle lane, track or route |  | Direction arrow on cycle lane, track or route |
|---|----------------------------|---|-----------------------------------|---|---|

Public rights of way

- | | | | |
|---|-----------------------------------|---|--|
|  | Public footpath: for walkers only |  | Public bridleway: for walkers, cyclists and horse riders. No motorcycles or cars |
|---|-----------------------------------|---|--|

Advanced stop lines





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