

DATED

2025


- (1) [REDACTED]
- (2) COUNTRYSIDE PROPERTIES (UK) LIMITED
- (3) CASTLE POINT BOROUGH COUNCIL
- (4) ESSEX COUNTY COUNCIL

**PLANNING OBLIGATION BY AGREEMENT
MADE UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990
relating to development of land at Brook Farm, Daws Heath
Road, Thundersley, Benfleet, Essex**

**Appeal reference: APP/M1520/W/24/3351658
Application reference: 22/0484/FUL**

**THIS AGREEMENT is made on
2025**

BETWEEN:

- (1) 
- (2) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (company registration number 00614864) whose registered office is situate at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (the “Promoter”);
- (3) **CASTLE POINT BOROUGH COUNCL** of Kiln Road, Thundersley, Benfleet, Essex, SS7 1TF (“the Council”); and
- (4) **ESSEX COUNTY COUNCIL** of Castle Hall, Market Road, Chelmsford, CM1 1QH (“the County Council”).

RECITALS:

- (A) The Council and the County Council are the local planning authorities for the purposes of the Act for the area within which the Site is situated and accordingly the authorities who are entitled to enforce the obligations contained in this Deed.
- (B) The County Council is also the local education authority for early years and childcare and statutory age education and the local highway authority for the area in which the Site is located.
- (C) The County Council is also the local library authority for the provision of library services under the 1964 Act and the County Council is required to provide a comprehensive and efficient service for all persons resident working or studying in in the area in which the Site is located.
- (D) The First Owner is the freehold owner of that part of the Site registered at HM Land Registry under title number EX630905 which is otherwise free from incumbrances that would otherwise prevent the First Owner from entering into this Deed.
- (E) The Second Owner is the freehold owner of that part of the Site registered at HM Land Registry under title numbers EX905517, EX704366 and EX630931 which is otherwise free from incumbrances that would otherwise prevent the Second Owner from entering into this Deed.
- (G) The Owner and the Promoter have entered into an option agreement dated 15 September 2014 in respect of the Site.
- (H) The purpose of the planning obligations in this Deed is to avoid and mitigate any adverse impacts and to satisfy a specified planning need as a result of the Development.
- (I) On 7 June 2022 the Planning Application was received by the Council.

- (J) On 20 March 2024 the Council refused the Planning Application. The Promoter has submitted the Appeal.
- (K) The Appeal will be considered by an Inspector appointed by the Planning Inspectorate. In the event that the Inspector or the Secretary of State decides to uphold the Appeal and grant Planning Permission, the Parties agree that Planning Permission should be granted subject to the planning obligations set out in this Deed.
- (L) The Parties have not been able to agree the appropriate tenure mix of the Affordable Housing Dwellings and have asked the Inspector to decide between the Option A Agreed Mix and the Option B Agreed Mix in accordance with clauses 8.13(b) and 8.13(c) of this Deed.
- (M) This Deed is entered into for the purposes of providing planning obligations binding the estate and interests of the Owner in the Site under Section 106 of the Act in the event that Planning Permission is issued.

NOW THIS AGREEMENT WITNESSES as follows:

OPERATIVE PART

1 DEFINITIONS

1.1 In this Deed the following terms and expressions have the following meanings:

- “Act”** means the Town and Country Planning Act 1990 (as amended);
- “1964 Act”** means the Public Libraries & Museums Act 1964;
- “Affordable Housing Dwellings”** means the Dwellings on the Development to be provided as Affordable Housing as identified by and constructed in accordance with the approved Affordable Housing Scheme and references to “Affordable Housing Dwelling” shall be construed accordingly;
- “Affordable Housing”** the meaning ascribed to such term in Annex 2 (Glossary) to the NPPF;
- “Affordable Housing Chargee”** a mortgagee or chargee or any receiver (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of the whole or part of the Affordable Housing Dwellings;

“Affordable Housing Scheme”	<p>a scheme for the provision of a minimum of 87 Dwellings which are to be delivered as Affordable Housing in accordance with either the Option A Agreed Mix or the Option B Agreed Mix (pursuant to clauses 8.13(b) and 8.13(c)) and which shall (unless otherwise agreed with the Council):-</p> <ul style="list-style-type: none"> (a) identify the location of the Affordable Housing Dwellings on the Site; (b) identify the size of the Affordable Housing Dwellings; (c) identify tenure of the Affordable Housing Dwellings; and (d) a list of Registered Providers who will be approached to take a transfer of the Affordable Housing Dwellings;
“Affordable Rented Housing”	means rented housing let by a Registered Provider at a rent of no more than 80% of local market rent and falling within the definition of that term as set out in Annex 2 (Glossary) to the NPPF;
“Affordable Rented Units”	those Affordable Housing Dwellings to be used for Affordable Rented Housing in accordance with the Affordable Housing Scheme (unless otherwise agreed in writing with the Council);
“Appeal”	means the appeal submitted to the Secretary of State against the Council’s failure to determine the Planning Application within the prescribed period which has been given reference APP/M1520/W/24/3351658 by the Planning Inspectorate;
“CIL Regulations”	the Community Infrastructure Levy Regulations 2010 (as amended);
“Commencement of Development”	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun to be carried out save that operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, temporary access construction works, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not be considered to be Commencement of Development and “Commence the Development” and “Commence Development” shall be construed accordingly;
“Council Contributions”	means the RAMS Contribution and the Healthcare Contribution;
“County Council Monitoring Fee”	means a fee of seven hundred pounds (£700.00) per obligation due to the County Council under this Deed and for the avoidance of doubt this is a total of four thousand two hundred pounds no VAT (£4,200) towards the County Council’s reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed;

“Development”	means the residential development as described in the Planning Application to be carried out on the Site pursuant to the Planning Permission (including any Section 73 Permission for the Development);
“Deed”	means this agreement;
“Dwelling”	means a house flat maisonette or bungalow to be constructed or otherwise provided pursuant to the Planning Permission and the term “Dwellings” shall be construed accordingly;
“Healthcare Contribution”	the sum of eighty five thousand six hundred pounds (£85,600) Index Linked from January 2022 to be paid to the Council to be used towards improvements to capacity by way of refurbishment, reconfiguration, extension or potential relocation for the benefit of the patients at GP practices within the primary care network serving the Site including the reimbursement of capital funding for such provision made by NHS England in anticipation of receipt of the Healthcare Contribution;
“Homes England”	Homes England or any successor in function to it;
“Index Linked”	<p>means the index-linking of the sums owed to the Council specified in this Deed to be increased where appropriate from the date of this Deed (unless otherwise stated in this Deed) to the date of payment by reference to any increase in the RPI Index and sums as appropriate by applying the following formula:</p> <p>$D = A \times B/C$ where</p> <p>A = the sum specified in this Deed in pounds sterling</p> <p>B = the RPI Index at the date on which the sum due to be paid under this Deed</p> <p>C – the RPI Index at the date of this Deed or such other specific date as is referred to in the definition of the relevant Contribution; and</p> <p>D = the sum in pounds sterling required to be paid</p> <p>PROVIDED THAT if the RPI becomes no longer maintained by the Office for National Statistics the said formula shall be applied mutatis mutandis (so as far as it concerns periods after it has ceased to be maintained) by reference to such other index or publication as may be agreed from time to time with the Council and references to “Indexed” shall be construed accordingly;</p>
“Inspector”	means a planning inspector appointed by the Planning Inspectorate to hear/determine the Appeal on behalf of the Secretary of State;
“Management Company”	a company or body (or more than one) established or engaged for the purposes of managing and maintaining the Open Space Land;

“Market Dwellings”	means all Dwellings to be constructed as part of the Development which are not Affordable Housing Dwellings and “Market Dwelling” shall be construed accordingly;
“Monitoring Fee”	the sum of two thousand three hundred and five pounds and eighty pence (£2305.80) plus one hundred pounds (£100) for each Affordable Housing Dwelling for the Council’s costs of checking compliance with the provisions of this Deed;
“Nomination Agreement”	means an agreement between the Council and the owner of the Affordable Housing Dwellings setting out the arrangements for the selection and prioritisation of tenants/lessees of the Affordable Rented Units from the Council’s housing register (which for the avoidance of doubt should include a mortgagee exclusion clause in the same form contained in this Deed);
“NPPF”	means the National Planning Policy Framework (December 2024) or any successor document thereto;
“Occupation”	means beneficial occupation for the purposes permitted by the Planning Permission and shall not include (i) occupation for the construction of the Development (ii) daytime occupation by workmen involved in the construction of the Development (iii) in so far as such uses are ancillary to the construction of the Development (a) the use of finished buildings for sales purposes for use as temporary offices or for show homes or (b) for the storage of plant and materials or (c) use for security operations; and “Occupy” and “Occupied” shall mutatis mutandis be construed accordingly;
“Open Space Land”	the formal and informal open space (including the land on which it is provided) provided for ecological purposes and recreational activities for use by the public to be provided on the Site in accordance with the approved Open Space Scheme as shown indicatively coloured green on the Open Space Plan;
“Open Space Plan”	means the plan at Appendix [2] to this Deed;
“Open Space Scheme”	means a specification to be approved in writing by the Council for the laying out, maintenance and management of the Open Space Land to include details of, and funding for the Management Company and a programme for the future disposal of the Open Space Land to the Management Company;
“Option A Agreed Mix”	<p>the following mix of Affordable Housing Dwellings:</p> <p>forty four (44) Affordable Housing Dwellings shall be provided as Affordable Rented Housing; and</p> <p>forty three (43) Affordable Housing Dwellings shall be provided as Shared Ownership Housing;</p>

“Option B Agreed Mix”	<p>the following mix of Affordable Housing Dwellings:</p> <p>sixty two (62) Affordable Housing Dwellings shall be provided as Affordable Rented Housing; and</p> <p>twenty five (25) Affordable Housing Dwellings shall be provided as Shared Ownership Housing;</p>
“Parties”	means the Owner the Promoter the Council and the County Council and their respective successors and those deriving title under them and, in the case of the Council and/or the County Council, any successor to its statutory functions and anybody to which all or part of its functions may lawfully have been transferred;
“Plan”	means the plan attached to this Deed at Appendix 1;
“Planning Application”	means planning application reference 22/0484/FUL for the construction of 173 No. dwellings including public open space, landscaping, access, drainage, parking, servicing, utilities and all associated infrastructure and ancillary buildings at the Site;
“Planning Inspectorate”	means the executive agency sponsored by the Department for Housing, Communities and Local Government entitled to exercise the powers conferred by the Act;
“Planning Permission”	means the planning permission that may be granted for the Development pursuant to the Appeal;
“Practical Completion”	in the case of the Open Space Land, means fit for its intended purpose and available for use;
“RAMS Contribution”	means twenty eight thousand three hundred and forty seven pounds and seventy eight pence (£28,347.78) Index Linked from April 2024 to be used towards the mitigation of recreational disturbance on the European designated sites to mitigate any increased use as a result of the Development;
“Registered Provider”	a provider of social housing (as defined in the Housing and Regeneration Act 2008) registered pursuant to Part 2 of the said Act (or any succeeding amending or replacement statutory provision);
“Regulator of Social Housing”	the public body set up to fund and regulate the provision of Affordable Housing in England and any successor to its functions;
“RPI”	the All Items Retail Prices Index published by the office of National Statistics contained in the monthly digest of statistics (or any official publication in substitution thereof) or such other index as may be published from time to time in substitution thereof;

“Secretary of State”	the Secretary of State for the Ministry of Housing, Communities and Local Government or any other minister or authority for time being entitled to exercise powers under section 78 and 79 of the Act and which terms shall include any Inspector appointed on his or her behalf to determine the Appeal;
“Section 73 Permission”	any permission granted pursuant to Section 73 of the Act for the removal or variation of any of the conditions imposed on the Planning Permission;
“Shared Ownership Housing”	Affordable Housing let by a Registered Provider on a Shared Ownership Lease:- <ul style="list-style-type: none"> (a) by which the lessee obtains a share of the equity ranging between 10% and 100% from the Registered Provider who retains any remainder and in respect of which rent is payable on the remaining equity and which allows the lessee to purchase all of the remaining equity; and (b) to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time being in force in accordance with the terms in the Regulator of Social Housing capital funding guide;
“Shared Ownership Lease”	a lease in the form or substantially in the form of the Homes England model from time to time or in such other form as shall be approved by the Council (such approval not to be unreasonably withheld or delayed) to dispose of the Shared Ownership Housing on “Shared Ownership Arrangements” within the meaning of section 70(4) of the Housing and Regeneration Act 2008;
“Shared Ownership Units”	those Affordable Housing Dwellings to be provided for Shared Ownership Housing (unless otherwise agreed in writing with the Council) in accordance with the approved Affordable Housing Scheme;
“Site”	the land at Brook Farm Daws Heath Road Hadleigh Essex shown for identification purposes only edged red on the Plan;
“Sterling Overnight Index Average (SONIA) Rate”	an assessment of the rate of interest the County Council can expect to earn on investments through the British sterling market, the rate used being the average interest rate at which the banks are willing to borrow sterling overnight from other financial institutions and other institutional investors or such other rate as the County Council considers appropriate and “SONIA Rate” shall be construed accordingly; and
“Working Days”	Monday to Friday inclusive but excluding days which are public holidays.

2 CONSTRUCTION OF THIS DEED

2.1 Where the context so requires:

- (a) the singular includes the plural;
- (b) references to a recital, clause, sub-clause, paragraph, number, schedule, appendix or plan is a reference to a recital, clause or sub-clause of, paragraph number of, schedule to, appendix to or plan annexed to this Deed;
- (c) any reference to an Act of Parliament shall include any amendment, modification, extension, consolidation or re-enactment of that Act for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it;
- (d) words importing gender shall include the masculine, feminine and neuter genders;
- (e) words importing persons shall include firms, companies and corporations and vice versa; and
- (f) “including” means “including, without limitation”.

2.2 Headings where they are included are for convenience only and are not intended to influence the construction of interpretation of this Deed.

2.3 Wherever an obligation falls to be performed by more than one person, the obligations can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

2.4 References to a party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council successors to their respective statutory functions.

2.5 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to his Deed or such other deed or document as varied or novated (in each case other than in breach of the provisions of this Deed) from time to time.

2.6 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.7 Where in this Deed there is reference to an approval or consent or agreement to be given by the Council or County Council, it shall not be unreasonably withheld or delayed and such approval or consent or agreement shall be deemed to have been given if no response is received from the Council or County Council within 28 (twenty eight) days of notice being served or details being provided to the Council or County Council.

3 LEGAL BASIS

3.1 This Deed is made pursuant to:-

- (a) Section 106 of the Act;
- (b) Section 111 of the Local Government Act 1972; and

- (c) Section 1 of the Localism Act 2011 (only in respect of any provision in this Deed which does not constitute a planning obligation under Section 106 of the Act) and all other powers so enabling.

3.2 Clause 5 (Owner's Covenants) and each and every covenant set out in Schedules **Error! Reference source not found.**-4 and 6-10 are planning obligations for the purpose of Section 106 of the Act and shall be enforceable by the Council and the County Council (as applicable).

4 **CONDITIONALITY**

With the exception of clauses 1, 2, 3, 4, 8, 9, 11, 12, 13, 14.1, 15 and 16 which shall come into effect immediately upon completion of this Deed, this Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) Commencement of Development.

5 **THE OWNER'S COVENANTS**

5.1 Subject to clause 8.3, the Owner covenants with the Council so as to bind their interest in the Site as set out in this Deed and in Schedules **Error! Reference source not found.**-4 (inclusive) to this Deed.

5.2 Subject to clause 8.3, the Owner covenants with the County Council so as to bind their interest in the Site as set out in this Deed and in Schedules 6 – 10 (inclusive) to this Deed.

6 **THE COUNCIL'S COVENANTS**

The Council covenants with the Owner as set out in Schedule 5 to this Deed.

7 **THE COUNTY COUNCIL'S COVENANTS**

The County Council covenants with the Owner as set out in Schedules 6 - 10 (inclusive) to this Deed.

8 **AGREEMENTS AND DECLARATIONS**

8.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered as such by the Council.

8.2 Following:

- (a) the performance and satisfaction of the obligations contained in this Deed (or any of them) such obligation shall absolutely cease and determine save in respect of any antecedent breach; and
- (b) the performance and satisfaction of all of the obligations contained within this Deed the Council shall effect the cancellation of all entries made in its Register of Local Land Charges in respect of this Deed.

8.3 **Release**

No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it has parted with its entire interest in the Site (or part of the Site to which the

breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED ALWAYS THAT it is acknowledged and agreed that any party whose interest in the Site is limited to an easement or reservation of rights shall not be liable for the performance of the obligations contained in this Deed.

8.4 Individual Owner-Occupiers

Subject always to clause 12, save for the provisions of paragraph 2.2 of Schedule 3 (which shall apply to individual owners, occupiers or tenants of the Affordable Housing Dwellings), this Deed will not be binding upon or enforceable against any individual owner, tenant or occupier of any such individual Dwelling and their successor in title nor against their mortgagee (or any receiver appointed by such mortgagee) or any person deriving title from them nor will it be binding upon or enforceable against any person who has an interest in the Site only by way of an easement.

8.5 Statutory Undertakers

This Deed shall not be enforceable against a statutory undertaker after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated or is to be situated) by the Owner to that statutory undertaker.

8.6 Contracts (Rights of Third Parties) Act 1999

No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8.7 Lapse

This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is finally quashed, finally revoked or otherwise withdrawn (without the consent of the Owner and the Promoter) or it is modified by any statutory procedure or expires prior to Commencement of Development PROVIDED THAT:

- (a) the Planning Permission shall not be deemed to be “finally quashed” unless the period for appealing against any judgment to quash the Planning Permission has expired without an appeal being made or an appeal has been made and the appeal has either been withdrawn or the appellate court has confirmed the quashing on the Planning Permission; and
- (b) the Planning Permission shall not be deemed to be “revoked” unless either the period for applying for judicial review of the decision to revoke has expired or any application for judicial review has been finally disposed of the outcome of which is that the decision to revoke has not been quashed.

8.8 Future Development

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission, (other than the Planning Permission and any other planning permission authorising the carrying out of the Development) granted (whether or not on appeal) after the date of this Deed.

8.9 No Fetter on Discretion

Nothing contained or implied in this Deed shall prejudice the rights discretions powers duties and obligations of the Council or the County Council under all statutes bylaws statutory instruments orders and regulations in the exercise of their respective functions as a local authority.

8.10 Waiver

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

8.11 Severance

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.

8.12 Section 73 Permissions

Unless otherwise agreed between the Parties, if a Section 73 Permission is granted by the Council in relation to the Development then with effect from the date that each such Section 73 Permission is granted:

- (a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind such Section 73 Permission and the Site itself without any further act by the Parties; and
- (b) the definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act, the Section 73 Permission granted pursuant to any such application and the development permitted by such Section 73 Permission

PROVIDED THAT

- (i) Nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act; and
- (ii) To the extent that any of the obligations in this Deed has already been discharged at the date that any Section 73 Permission is granted they shall remain discharged for the purposes of the Section 73 Permission.

8.13 Blue Pencil Test

- (a) In the event that the Inspector, a Court or the Secretary of State determines:
 - (i) that any of the planning obligations contained in this Deed (or any part of the said planning obligations) do not meet the statutory tests as set out in Regulation 122 of the CIL Regulations; and/or

- (ii) to impose a condition upon the Planning Permission instead of one or more of the planning obligations in this Deed,

then such planning obligation(s) or part of such planning obligation(s) shall cease to have effect within this Deed (without further act by the Parties).

- (b) In the event that the Inspector sets out in his decision letter for the Appeal that the Option A Agreed Mix is his preferred approach, paragraph 1.3 of Schedule 3 of this Deed shall apply and for the avoidance of doubt paragraph 1.4 of Schedule 3 of this Deed shall not apply and the Owner shall have no liability pursuant to such obligation.
- (c) In the event that the Inspector sets out in his decision letter for the Appeal that the Option B Agreed Mix is his preferred approach, paragraph 1.4 of Schedule 3 of this Deed shall apply and for the avoidance of doubt paragraph 1.3 of Schedule 3 of this Deed shall not apply and the Owner shall have no liability pursuant to such obligation.
- (d) In the event that the Inspector does not set out in his decision letter for the Appeal either that Option A Agreed Mix or Option B Agreed Mix is his preferred approach then for the purposes of this Deed Option A Agreed Mix shall be applicable and paragraph 1.3 of Schedule 3 of this Deed shall apply and for the avoidance of doubt paragraph 1.4 of Schedule 3 of this Deed shall not apply and the Owner shall have no liability pursuant to such obligation.

8.14 Late Payment

Where any sum falls due to the Council hereunder interest shall be payable on the amount of such sums from the due date of payment of the sums until the date of actual payment of the sums at a rate of 2% per annum over the base lending rate of the Bank of England applying during such period.

8.15 Indexation

Any sum stated as being payable to the Council in this Deed will be Index Linked and shall be payable by the Owner and any obligation in this Deed to pay a sum shall be construed as an obligation to pay the Index Linked sum.

8.16 Notices

Unless otherwise agreed in writing, any notice given to any Party pursuant to this Deed shall be deemed to be sufficiently served if delivered personally or sent by first class post to the Parties at the respective addresses specified above or as otherwise notified in writing by one Party to the other except for the County Council which shall be marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH and sent to development.enquiry@essex.gov.uk.

8.17 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

9 MORTGAGEES

It is agreed that no mortgagee, chargee or receiver from time to time of all or any part of the Site shall have any liability under this Deed unless the mortgagee, chargee or receiver enters into possession of the Site or that part of the Site to which the obligation relates in which case it too will (in respect of the Site or that part of the Site) be bound by the obligations as if it were a person deriving title from the Owner.

10 APPLICATION OF CONTRIBUTIONS

The Council may either spend a contribution or sum it has received under this Deed itself for the purpose for which it was paid or pass it to a third party to spend on its behalf PROVIDED THAT such contribution or sum may only be applied by the third party for the purpose for which it was paid to the Council and the Council shall procure that the third party complies with the relevant terms of this Deed in relation to such sum or contribution.

11 CHANGE IN OWNERSHIP

The Owner undertakes to give the Council and the County Council as soon as practicably possible written notice of any change in ownership of any of its interest in the Site occurring before all of the obligations under this Deed has been discharged (other than the sale or lettings of individual Dwellings to owner-occupiers or the grant of mortgages or the grant of leases or transfers to statutory undertakers) such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan or plans.

12 ENFORCEABILITY

12.1 The planning obligations in this Deed shall not be binding on or enforceable against:

- (a) an Affordable Housing Chargee of land owned by a Registered Provider which exercises its power of sale or successors in title or persons deriving title under it PROVIDED THAT:
 - (i) the Affordable Housing Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwelling(s); and
 - (ii) the Affordable Housing Chargee shall have first used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwelling(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interests and costs and expenses; and
 - (iii) if such disposal has not completed within the three-month period, the Affordable Housing Chargee shall be entitled to dispose of the Affordable Housing Dwelling(s) free from the provisions of this Deed;
- (b) a person who has exercised any form of statutory right to acquire or right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling or their mortgagee;

- (c) the owner, tenant or occupier of a Shared Ownership Unit, such that the tenant owns all of the equity in the Shared Ownership Unit (“**Staircasing**”) or their mortgagee; or
- (d) any successor in title or persons deriving title through or under persons specified within clauses 12.1(a) to 12.1(c) above (unless they have any further interest in the Site).

13 **DISPUTES**

- 13.1 Subject to Clause 13.7, if any dispute arises relating to or arising out of the terms of this Deed, any party to the dispute may give to the others written notice requiring the dispute to be determined under this Clause 13. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 13.2 For the purposes of this Clause 13 a “Specialist” is a person qualified to act as an expert in relation to the dispute having not less than ten (10) years’ professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 13.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the dispute to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under Clause 13.3.
- 13.4 Any dispute over the identity of the Specialist is to be referred at the request of any party to the dispute to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).
- 13.5 The Specialist is to act as an independent expert and:
 - (a) each party to the dispute may make written representations within fifteen (15) Working days of his appointment and will copy the written representations to the other parties;
 - (b) each party to the dispute is to have a further fifteen (15) Working days to make written comments on the others’ representations and will copy the written comments to the other parties;
 - (c) the Specialist is to be at liberty to call for such written evidence from the parties to the dispute and to seek such legal or other expert assistance as he or she may reasonably require;
 - (d) the Specialist is not to take oral representations from the parties to the dispute without giving those parties the opportunity to be present and to give evidence and to cross-examine each other;

- (e) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- (f) the Specialist is to use all reasonable endeavours to publish his decision within thirty (30) working days of his appointment.

13.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 13, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist or failing such decision will be shared equally between the parties to the dispute.

13.7 This Clause 13 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts of England.

13.8 If the Specialist should become incapacitated, die or refuse or otherwise be unable to act then any party to the dispute may ask the relevant President to dismiss him and appoint another Specialist in his place and the provisions of this clause 13 shall apply to any replacement appointment and may be repeated as many times as necessary.

14 **COSTS OF THE AGREEMENT**

14.1 The Promoter covenants to pay prior to or upon completion of this Deed to the Council and the County Council their reasonable and proper costs in connection with the preparation, negotiation and completion of this Deed.

14.2 The Owner covenants to pay to the Council the Monitoring Fee and to the County Council, the County Council Monitoring Fee on or before Commencement of Development.

15 **JURISDICTION**

15.1 This Deed is to be governed by and interpreted in accordance with the law of England.

16 **DELIVERY**

16.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE 1 - NOTICE

- 1 The Owner covenants to provide the Assistant Director Development Services at the Council with no less than five (5) working days prior written notice of each of the following:
 - 1.1 Commencement of Development;
 - 1.2 First Occupation of the Development; and
 - 1.3 Occupation of 50% of the Dwellings at the Development.

SCHEDULE 2 – COUNCIL CONTRIBUTIONS

- 1 The Owner covenants as follows:
 - 1.1 Not to Commence Development or permit the Commencement of Development unless and until the Monitoring Fee has been paid to the Council;
 - 1.2 Not to Commence Development or permit the Commencement of Development unless and until the Healthcare Contribution has been paid to the Council; and
 - 1.3 Not to Commence Development or permit the Commencement of Development unless and until the RAMS Contribution has been paid to the Council.

SCHEDULE 3 – AFFORDABLE HOUSING

THE OWNER COVENANTS WITH THE COUNCIL AS FOLLOWS:-

1 AFFORDABLE HOUSING SCHEME

- 1.1 Not to Commence the Development unless and until the Affordable Housing Scheme has been submitted to and approved by the Council.
- 1.2 Not to amend the Affordable Housing Scheme without further written approval from the Council.
- 1.3 In the event that the Inspector determines that the Option A Agreed Mix is applicable in accordance with clause 8.13(b) (or where the Option A Agreed Mix is applicable in accordance with clause 8.13(d) then unless otherwise agreed in writing with the Council, to provide the Affordable Housing Dwellings in accordance with the Option A Agreed Mix and the approved Affordable Housing Scheme (as may be amended in accordance with this Deed).
- 1.4 In the event that the Inspector determines that the Option B Agreed Mix is applicable in accordance with clause 8.13(c) then unless otherwise agreed in writing with the Council, to provide the Affordable Housing Dwellings in accordance with the Option B Agreed Mix and the approved Affordable Housing Scheme (as may be amended in accordance with this Deed).

2 AFFORDABLE HOUSING

- 2.1 Not to permit the Occupation of more than fifty per cent (50%) of the Market Dwellings until such time as all of the Affordable Dwellings have been constructed and are available for Occupation and have been transferred to a Registered Provider.
- 2.2 Not to use or Occupy or permit the use or Occupation of the Affordable Housing Dwellings other than as Affordable Housing Dwellings (subject to the provisions of this Deed) in accordance with the requirements set out in this Schedule 3.
- 2.3 Subject to the terms of the Nomination Agreement (if applicable) unless otherwise agreed with the Council:
 - (a) no Affordable Rented Dwelling shall be Occupied other than as Affordable Rented Housing; and
 - (b) no Shared Ownership Unit shall be Occupied other than as Shared Ownership Housing.

3 RESTRICTION ON USE

The Affordable Housing Dwellings shall (save in the case of any Affordable Housing Dwellings being disposed of direct) be owned and managed by a Registered Provider and, subject to clause 12 of this Deed, shall be retained for use as Affordable Housing in perpetuity save that the obligations of this Schedule 3 shall not apply to any tenant who has:

- 3.1 exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular Affordable Rented Dwelling; or
- 3.2 exercised any statutory right to buy in respect of a particular Affordable Rented Dwelling; or
- 3.3 acquired all of the equity in a Shared Ownership Unit.

4 OCCUPATION OF THE AFFORDABLE HOUSING

4.1 Not to Occupy or permit the Occupation of any Affordable Housing Dwelling until:

- (a) where the Owner is not a Registered Provider at the date of Occupation of an Affordable Housing Dwelling it has entered into an agreement with a Registered Provider for either the transfer of the freehold or grant of a lease of (a minimum of) 999 years of the Affordable Housing Dwelling;
- (b) where the Owner is a Registered Provider at the date of Occupation of an Affordable Rented Unit (or is the Registered Provider referred to at paragraph 4.1(a) it has entered into a Nominations Agreement with the Council in respect of that Affordable Rented Unit.

4.2 The transfer or lease of the Affordable Housing Dwelling shall be with vacant possession and full title guarantee and shall include the grant of all rights of access and passage of services and other rights reasonably required for the beneficial enjoyment of the Affordable Housing Dwellings and shall be free of all charges leases and any other encumbrances which would materially impede the use of the land for residential purposes but subject to the provisions of this Deed insofar as they will continue to apply to the Affordable Housing Dwelling(s).

4.3 AFFORDABLE RENTED HOUSING

The Affordable Rented Units shall be offered to potential occupiers in accordance with the Nominations Agreement on first and all subsequent disposals.

SCHEDULE 4 – PUBLIC REALM

1 OPEN SPACE SCHEME

- 1.1 Not to Commence or permit the Commencement of the Development unless and until the Open Space Scheme has been submitted to, and approved by the Council.
- 1.2 Not to amend the Open Space Scheme without the written approval of the Council.
- 1.3 To lay out and provide the Open Space Land in accordance with the Open Space Scheme and particularly in accordance with a timetable set out in the approved Open Space Scheme.
- 1.4 On the laying out and Practical Completion of the Open Space Land, until such time as the transfer described in paragraph 1.5 has been completed, not to manage and maintain the Open Space Land other than in accordance with the approved Open Space Scheme (as may be amended in accordance with this Deed).
- 1.5 To transfer the Open Space Land to the Management Company in accordance with the programme set out in the Open Space Scheme subject to:
 - (a) the grant of such rights of access and as to services (if any) to the transferee as may be reasonably required for the satisfactory use and beneficial enjoyment of the land being transferred as Open Space Land;
 - (a) an exception and reservation of such easements and rights and privileges to the transferor and its successors in title and assigns as may reasonably be required for the satisfactory development or redevelopment of the Site;
 - (b) covenants in favour of the transferor not to (i) use and retain the Open Space Land otherwise than for use by the public as public open space; and (ii) manage and maintain the Open Space Land otherwise than in accordance with the approved Open Space Scheme (as may be amended from time to time in accordance with this Deed) and
 - (c) such other terms as agreed with the Management Company.
- 1.6 To furnish a copy of the transfer referred to in paragraph 1.45 above to the Council

2 MANAGEMENT COMPANY

- 2.1 In the event that the established or appointed Management Company for the Open Space Land ceases to operate to immediately establish or procure the appointment of a replacement Management Company for the Open Space Land and notify the Council as soon as possible in writing of the appointment.

3 RESTRICTIONS ON ACCESS TO THE PUBLIC REALM

- 3.1 Notwithstanding the provisions of this Schedule, the Owner and/or Management Company may close and/or prevent public use or access to the land forming the Open Space Land for reasons including:-
 - (a) the maintenance, repair, renewal, cleaning or other required works;

- (b) the laying, construction, inspection, maintenance, repair or renewal or cleaning of any building or buildings or any services or service media serving such building or buildings now or hereafter on the land adjoining the Open Space Land or any part thereof (including the erection of scaffolding);
 - (c) the rebuilding or redevelopment of any part or parts of the land adjoining the Open Space Land including the Development
 - (d) in cases of emergency or danger to the public;
 - (e) in the interests of security; or
 - (f) any other sufficient cause approved by the Council.
- 3.2 It is acknowledged and agreed that with the agreement of the Council, the Owner and/or Management Company shall be permitted to make and enforce such reasonable rules and regulations governing access to the Open Space Land as they may from time to time consider necessary and appropriate to control the use of the Open Space Land.
- 3.3 It is acknowledged that there is no intention to create any public rights of way over the Open Space Land and access to the Open Space Land shall be on a permissive basis in common with the rights of all persons having rights over the same for the purposes of access to the Development or parts or part thereof.

SCHEDULE 5 – COUNCIL COVENANTS

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

- 1 to use all Council Contributions received from the Owner and/or Promoter pursuant to this Deed for the purpose for which they are specified in this Deed.
- 2 immediately upon receipt, to deposit all Council Contributions received from the Owner and/or the Promoter pursuant to this Deed into an interest bearing account
- 3 within twenty eight (28) days of receipt of a request in writing from the Owner or the Promoter to provide the Owner or Promoter with an audit account as to how the relevant Council Contribution received pursuant to the Deed has been spent PROVIDED THAT no more than one (1) request shall be made in any six (6) month period.
- 4 within twenty-eight (28) days of receipt of a written request not to be made prior to the expiry of 5 (five) years from the date of receipt of any Council Contributions to repay to the party who paid the Contributions any unspent part of the Council Contributions still held by the Council together with interest calculated at the SONIA Rate on the unexpended part from the date of payment until the date that the unexpended part is actually repaid.
- 5 The Owner acknowledges that the Council shall not be responsible for how the Healthcare Contribution is utilised or for its return under paragraph 4 above once it has transferred the Healthcare Contribution to NHS England but without prejudice to the rights of the Owner to seek repayment directly from NHS England and in which case the Council shall provide the Owner with reasonable assistance.

SCHEDULE 6

EDUCATION CONTRIBUTION

- 1 In this Schedule the following words and expressions shall have the following meaning unless otherwise agreed by the County Council:

Completion Notice means the notice served by the Owner on the County Council pursuant to paragraph 2.5(d);

Early Years and Childcare Contribution means the Early Years and Childcare Pupil Product multiplied by the cost generator of £17,268 (seventeen thousand two hundred and sixty-eight pounds sterling) to which the Relevant Education Indexation shall be added;

Early Years and Childcare Product means the sum of Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09;

Early Years and Childcare Purposes means the design (including feasibility work) and/or delivery and/or provision of facilities for the education and/or childcare of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within a 3 mile radius of the Development and including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Early Years and Childcare Contribution;

Education Contribution means the sum of the Early Years and Childcare Contribution and the Primary Education Contribution;

Education Index means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Education Index Point means a point on the most recently published edition of the relevant index at the time of use;

Education Purposes means the Early Years and Childcare Purposes and the Primary Education Purposes;

Flat means a Dwelling that occupies a single floor and/or does not benefit from private open space for the exclusive use of the residents of the Dwelling and no other persons;

House means a Dwelling that does not meet the definition of a Flat;

Notice of Commencement means the written notice served pursuant to paragraph 2.5(a);

Payment Notice means a written notice advising of a proposed payment served pursuant to paragraph 2.5(b);

Primary Education Contribution means the Primary Pupil Product multiplied by the cost generator of £17,268 (seventeen thousand two hundred and sixty-eight pounds sterling) to which the Relevant Education Indexation shall be added;

Primary Education Purposes means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 4 to 11 (both inclusive) and including those with special educational needs within the wider Hadleigh area,

which includes Westwood and or within a 3 mile radius of the Development and or at a facility that in the opinion of the County Council serves the Development and including the reimbursement of capital funding for such provision made by the County Council and or the County Council's nominee in anticipation of the Primary Education Contribution;

Primary Pupil Product means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3;

Qualifying Flats means the number of Flats that shall be constructed on the Site that have two or more rooms that may by design be used as bedrooms;

Qualifying Houses means the number of Houses that shall be constructed on the Site that have two or more rooms that may by design be used as bedrooms;

Relevant Education Indexation means the amounts that the Owner shall pay with and/or agree in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change in the Education Index between the Education Index Point pertaining to January 2020 and Education Index Point pertaining to the date payment is made to the County Council; and

Unit Mix means the number of Qualifying Flats and the number of Qualifying Houses and the number of Dwellings that by definition shall not be counted as Qualifying Flats or Qualifying Houses.

- 2 The Owner hereby covenants with the County Council so as to bind their interest in the Site as follows:
 - 2.1 to pay fifty percent (50%) of the Education Contribution to the County Council prior to Commencement of Development and not to cause allow or permit Commencement of Development unless and until fifty percent (50%) the Education Contribution has been paid to the County Council in full;
 - 2.2 to pay a further final fifty percent (50%) of the Education Contribution to the County Council prior to first Occupation of any Dwellings and not to cause allow or permit prior to first Occupation of any Dwellings unless and until a further final fifty percent (50%) the Education Contribution has been paid to the County Council and thus one hundred percent has thereby been paid in full;
 - 2.3 in the event that the Education Contribution is paid later than dates set out in paragraph 2.1 and 2.2 then the amount of the Education Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date of payment is due and the Education Index Point prevailing at the date of actual payment multiplied by the Education Contribution due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the SONIA Rate from the date of payment is due until the date payment of the Education Contribution is received by the County Council;
 - 2.4 in addition to the requirement of paragraph 2.3 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owner hereby covenant to pay to County Council within ten (10) Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt;

- 2.5 the Owner shall serve on the County Council unless otherwise agreed in writing:
- (a) the Notice of Commencement prior to Commencement of the Development and any further information stipulated in the Schedules to this Deed;
 - (b) the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to the County Council under this Deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this Deed;
 - (c) notice of Occupation of the first Dwelling of the Development within 1 (one) month thereof; and
 - (d) the Completion Notice within 30 Working Days of Final Occupation as defined in Schedule 9 stating the date that the last Dwelling of the Development was Occupied for the first time and any further information stipulated in the Schedules to this Deed and for the avoidance of doubt any dispute regarding any notice to be served under this Deed may be resolved through the mechanisms set out in Clause 13 of this Deed.
- 2.6 the Notice of Commencement shall in addition to that information stipulated in paragraph 2.5(a) to this Schedule 6 state the Unit Mix and in the event that the Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to the County Council then the Owner shall serve on the County Council a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Owner fails to serve any notice set out in paragraph 2.5 of this Schedule 6 the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably.
- 2.7 the Payment Notice stipulated in paragraph 2.5(b) to this Schedule 6 shall state the Unit Mix on which the payment is to be based.
- 2.8 The Completion Notice stipulated in paragraph 2.5(d) to this Schedule 6 shall state the final Unit Mix.
- 3 The County Council hereby covenants with the Owner as follows:
- 3.1 to place each of the Early Years and Childcare Contribution and the Primary Education Contribution when received into an interest-bearing account and to utilise each solely for the relevant Education Purposes;
 - 3.2 If requested in writing by the Owner no sooner than the tenth (10th) anniversary of the date that the relevant Education Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the relevant Education Contribution any part of the relevant Education Contribution that remains unexpended when the relevant Education Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of the relevant Education Purposes the unexpended part of the Education Contribution (as applicable) shall not be repaid until such payment is made and the unexpended part of the Education Contribution to be repaid shall not include such payment; and
 - 3.3 upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of the date of receipt of the Education Contribution in full the County Council shall provide the Owner with a statement confirming whether the Education Contribution has been spent and if the

Education Contribution and/or Early Years and Childcare Contribution (as applicable) has been spent in whole or in part outlining how the Education Contribution has in whole or in part been spent.

- 4 It is hereby agreed and declared unless otherwise agreed in writing:
 - 4.1 in the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Owner hereby covenants to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribution;
 - 4.2 any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in paragraph 3.3 and shall clearly state the grounds on which the expenditure is disputed;
 - 4.3 In the event that no written request is received by the County Council from the Owner pursuant to paragraph 3.33.2 above or no valid dispute is raised by the Owner pursuant to paragraph 4.2 the Owner shall accept the Education Contribution has been spent in full; and
 - 4.4 in the event that the Education Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Education Contribution or have entered into a legally binding contract or obligation to spend the Education Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.

SCHEDULE 7 – LIBRARY CONTRIBUTION

- 1 In this schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

Library Contribution means the sum of seventy-seven pounds and eighty pence (£77.80) per Dwelling to which sum the Relevant Library Indexation shall be added;

Library Contribution Purposes means the use of the Library Contribution towards the upgrading of existing facilities at local libraries to include, but not limited to, additional furniture, technology and stock;

Library Index means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Library Index Point means a point on the most recently published edition of the Library Index at the time of use; and

Relevant Library Indexation means the amount that the Owner shall pay with and in addition to the Library Contribution paid that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Library Index Point pertaining to April 2020 and the date of the most recent Library Index Point published in relation to the date the payment is made to the County Council.

- 2 The Owner hereby covenants with the County Council so as to bind their interest in the Site as follows:
- 2.1 to pay the Library Contribution to the County Council prior to first Occupation of the Development and not to Occupy or cause or allow or permit any Occupation of the Development unless and until the Library Contribution has been paid to the County Council in full;
- 2.2 in the event that the Library Contribution is paid later than dates set out in paragraph 2.1 of this Schedule 7 then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to the County Council multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council; and
- 2.3 in addition to the requirement of paragraph 2.2 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owner hereby covenant to pay to County Council within ten (10) Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt.
- 3 The County Council hereby covenants with the Owner as follows:

- 3.1 to place the Library Contribution when received into an interest-bearing account and to utilise the same for the Library Contribution Purposes;
- 3.2 if requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Library Contribution any part of the Library Contribution that remains unexpended when the Library Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Library Contribution Purposes the unexpended part of the Library Contribution shall not be repaid until such payment is made and the unexpended part of the Library Contribution to be repaid shall not include such payment; and
- 3.3 upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of receipt of the Library Contribution in full the County Council shall provide the Owners with a statement confirming whether the Library Contribution have been spent and if the Library Contribution has been spent in whole or in part outlining how the Library Contribution have in whole or in part been spent.
- 4 It is hereby agreed and declared:
- 4.1 in the event that the number of Dwellings to be constructed on the Development does not match the number of Dwellings on which the Library Contribution or part thereof paid was based the Owner hereby covenant to pay to the County Council as soon as the revised number of Dwellings becomes apparent any additional amount pertaining to the difference between the amount of the Library Contribution paid and the amount of the Library Contribution that would have been payable using the revised number of Dwellings and any such additional amount shall from the date payment is received by the County Council form part of the Library Contribution;
- 4.2 any dispute in relation to how the Library Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in paragraph 3.3 and shall clearly state the grounds on which the expenditure is disputed;
- 4.3 In the event that no written request is received by the County Council from the Owner pursuant to paragraph 3.23 above or no valid dispute is raised by the Owner pursuant to paragraph 4.2 the Owner shall accept the Library Contribution has been spent in full on the Library Contribution Purposes as appropriate; and
- 4.4 in the event that the Library Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.

SCHEDULE 8 – BUS SERVICE IMPROVEMENTS CONTRIBUTION

- 1 in this schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

Bus Service Improvements Contribution means the sum of £510,000 (five hundred and ten thousand pounds) payable to the County Council to which sum the Relevant Sustainable Transport Indexation shall be added;

Bus Service Improvements Contribution Purposes means the use of the Bus Service Improvements Contribution towards bus service enhancements along the Daws Heath Road Corridor to improve frequency/accessibility and routing to / from the Site to services, facilities, and areas of employment including any design and feasibility work (even if abortive) in relation to such works and including the programming and managing the delivery of such works on the ground and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Bus Service Improvements Contribution;

Relevant Sustainable Transport Indexation means the amount that the Owner shall pay with and in addition to the Bus Service Improvements Contribution paid that shall equal a sum calculated by taking the amount of the Bus Service Improvements Contribution being paid and multiplying this amount by the percentage change shown in the Sustainable Transport Index between the Sustainable Transport Index Point pertaining to January 2023 and the Sustainable Transport Index Point pertaining to the date the payment is made to the County Council;

Sustainable Transport Index means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council; and

Sustainable Transport Index Point means a point shown on the Sustainable Transport Index indicating a relative cost at a point in time.

- 2 The Owner hereby covenants with the County Council so as to bind their interest in the Site:
- 2.1 to pay the Bus Service Improvements Contribution to the County Council prior to first Occupation of any Dwellings on the Development and not to cause permit or allow first Occupation of any Dwellings on the Development unless and until the Bus Service Improvements Contribution has been paid to the County Council in full (100%);
- 2.2 in the event that the Bus Service Improvements Contribution is paid later than dates set out in paragraph 2.1 above of this Schedule 8 then the amount of the Bus Service Improvements Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Sustainable Transport Index between the Sustainable Transport Index Point prevailing at the date the payment is due and the Sustainable Transport Index Point prevailing at the date of actual payment to the County Council multiplied by the Bus Service Improvements Contribution due or if greater an amount pertaining to interest on the Bus Service Improvements Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Bus Service Improvements Contribution is received by the County Council; and
- 2.3 In addition to the requirement of paragraph 2.2 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owner hereby covenants to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County

Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt.

3 The County Council hereby covenants with the Owner to:

3.1 place the Bus Service Improvements Contribution when received into an interest-bearing account with a clearing bank and to utilise the same for the Bus Service Improvements Contribution Purposes;

3.2 upon receipt of a request in writing to do so to be received by the County Council from the Owner no sooner than the tenth (10th) anniversary of receipt of the Bus Service Improvements Contribution in full and no later than the eleventh (11th) anniversary of the same to return to the party who deposited the Bus Service Improvements Contribution or any part of the Bus Service Improvements Contribution that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by the County Council prior to the tenth (10th) anniversary of receipt of the Bus Service Improvements Contribution in full to make a payment in respect of the Bus Service Improvements Contribution Purposes the unexpended part of the Bus Service Improvements Contribution shall not be repaid until such payment is made and the unexpended part of the Bus Service Improvements Contribution to be repaid (if any) shall not include such payment; and

3.3 that upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Bus Service Improvements Contribution in full the County Council shall provide the Owner with a statement confirming whether the Bus Service Improvements Contribution has been spent and if the Bus Service Improvements Contribution has been spent in whole or in part outlining how the Bus Service Improvements Contribution has in whole or in part been spent.

4 It is hereby agreed that:

4.1 any dispute in relation to how the Bus Service Improvements Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in paragraph 3.3 above and shall clearly state the grounds on which it is disputed;

4.2 in the event that no written request is received by the County Council from the Owner pursuant to paragraph 3.23 above or no valid dispute is raised by the Owner pursuant to paragraph 4.1 the Owner shall accept the Bus Service Improvements Contribution has been spent in full on the Bus Service Improvements Contribution Purposes as appropriate;

4.3 in the event that the Bus Service Improvements Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Bus Service Improvements Contribution or have entered into a legally binding contract or obligation to spend the Bus Service Improvements Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment; and

4.4 the County Council may utilise up to two percent (2%) of the total amount of the Bus Service Improvements Contribution due under this Deed to a maximum of Two Thousand Six Hundred and Forty-Five Pounds (£2,645) plus the Relevant Sustainable Transport Indexation for the purposes of

scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definition of use of the Bus Service Improvements Contribution Purposes.

SCHEDULE 9 - RESIDENTIAL TRAVEL PLAN AND MONITORING FEE AND TRAVEL INFORMATION PACKS

- 1 In this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Annual Traffic Counts means the collection of travel data from all entry and exit points to the Development (including pedestrian and cycle routes leading to a service or amenity where a lower traffic generation rate has been agreed based on the fact that there will be travel planning measures in place to reduce the modal share travelling by car) which shall take place annually with the initial trigger point to be agreed as part of the Residential Travel Plan;

Final Occupation means the first Occupation of the last Dwelling constructed on the Development;

Relevant Sustainable Travel Indexation means the amount that the Owner shall pay with and in addition to each part of the Residential Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Residential Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Sustainable Travel Index Point pertaining to April 2023 and the date payment is made to the County Council;

Residential Travel Information Pack means a specific tailor-made booklet aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel and shall contain the following:

- (a) guidance and promotional material on the use of sustainable modes of travel;
- (b) details on walking, cycling, trains, buses, park & ride, taxis, car sharing, car clubs, electric vehicles, school transport and personalised journey planning services;
- (c) reference to travel websites, resources and support services for each mode of travel, information provided by the County Council and the Council;
- (d) details of local travel campaigns and networking/support groups; and
- (e) to include six one day Travel Vouchers for use with the relevant local public transport operator;

Residential Travel Plan means a working plan to include all measures to ensure sustainable means of travel are available to residents of the Development in accordance with the requirements of the NPPF and shall include but not be limited to such Residential Travel Plan Measures as stated in the 'Travel Plan Template' and amended and supplemented from time to time under the provisions of this Deed and the Annual Traffic Counts;

Residential Travel Plan Co-Ordinator means a member of staff appointed by the Owner with appropriate skills and budgetary provision and resources to fulfil the role of the Residential Travel Plan Co-ordinator as described in the job description(s) stated in the Residential 'Travel Plan Template';

Residential Travel Plan Monitoring Fee means a non-refundable annual payment of £1596 (One Thousand Five Hundred and Ninety-Six pounds sterling) plus Relevant Sustainable Travel Indexation payable towards the monitoring by the County of the implementation of the Residential Travel Plan to ensure that (a) monitoring is conducted in line with Residential Travel Plan

monitoring protocols and (b) the Residential Travel Plan remains an “active” document with the overarching aim to secure a modal shift from the private car and increase the number of people using sustainable modes of travel;

Residential Travel Plan Template means the template appended to this Deed hereto at Appendix 3;

Sustainable Travel Index means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Sustainable Travel Index Point means a point shown on the Sustainable Travel Index indicating a relative cost at a point of time;

Travel Plan Targets means those objectives or aims set within the Residential Travel Plan to reduce single occupancy car journeys to and from the Site and at the same time increasing other sustainable modes of transport; and

Travel Vouchers means tickets/passes/ vouchers or other means of accessing transport or journey planning information as agreed with the County including the following as a minimum (six scratchcard bus tickets per household OR season ticket voucher) and/or (incentives for rail travel with the local rail operator) for each eligible member of the household AND access to an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information).

- 2 The Owner hereby covenants with the County Council so as to bind their interest in the Site:
 - 2.1 to pay the first annual Residential Travel Plan Monitoring Fee to the County Council prior to first Occupation of any Dwellings on the Development and not to allow cause or permit first Occupation of any Dwellings on the Development unless and until the Residential Travel Plan Monitoring Fee has been paid to the County Council in full and in the case of late payments interest will be payable by the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
 - 2.2 to pay the annual Residential Travel Plan Monitoring Fee to the County on each subsequent anniversary following the first annual payment until one year after Final Occupation pursuant to the Completion Notice (as defined in schedule 6) to the County Council and in the case of late payments interest will be payable by the Developer and or the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
 - 2.3 prior to the Occupation of any Dwellings on the Development to formulate and submit to the County Council for approval by the County Council a Residential Travel Plan and not to cause or allow or permit first Occupation of any Dwellings on the Development unless and until the Residential Travel Plan has been submitted to and approved in writing by the County Council;
 - 2.4 to appoint a Residential Travel Plan Co-ordinator prior to first Occupation of any Dwellings on the Development and not to cause or allow first Occupation of any Dwellings on the Development unless and until the Owner has appointed a Residential Travel Plan Co-ordinator;
 - 2.5 to notify the County Council of the identity and the contact details of Residential Travel Plan Co-ordinator as soon as an appointment is confirmed and no later than one month of the appointment having been made;

- 2.6 to continue to employ a Residential Travel Plan Co-ordinator for the period until a minimum of one year after Final Occupation pursuant to the Completion Notice (as defined in schedule 6) to the County Council and in the event of a vacancy occurring in the post during that period to re-appoint within a maximum period of two months of the vacancy occurring and to notify the County Council as soon as the appointment is confirmed;
 - 2.7 to use reasonable endeavours to ensure that the Residential Travel Plan Co-ordinator fulfils their duties in accordance with the duties specified in the job description of the Residential Travel Plan Co-ordinator stated in the approved Residential Travel Plan;
 - 2.8 not to change the responsibilities or role of the Residential Travel Plan Co-ordinator without prior written approval of the County Council;
 - 2.9 to implement the Residential Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Residential Travel Plan for a period of one year after Final Occupation pursuant to the Completion Notice (as defined in schedule 6) to the County Council;
 - 2.10 to submit to the County Council raw data collected as part of the Annual Traffic Count (the trigger date for which will be agreed as part of the Residential Travel Plan) no later than two months from completion of the Annual Traffic Count to which the data relates; and
 - 2.11 in the event that any of the Annual Traffic Counts and the Travel Plan Targets are not carried out by the Owner pursuant to the Residential Travel Plan the County Council shall on written notice to the Owner be entitled to conduct such Annual Traffic Counts as are necessary to discharge the requirements of the Residential Travel Plan and furthermore on receipt of an appropriate invoice or request for payment from the County Council acting reasonably the Owner hereby agrees to pay the costs arising from such surveys immediately.
- 3 The County Council hereby covenants with the Owner:
- 3.1 to agree the terms of the Residential Travel Plan (acting reasonably) and to provide recommendations on the said plan following submission by the Owner in a timely manner;
 - 3.2 to provide support and advice to the Residential Travel Plan Co-ordinator in implementing the ongoing monitoring and review of the Residential Travel Plan (in accordance with the terms under which the Residential Travel Plan Monitoring Fee was paid); and
 - 3.3 to respond in writing to the Residential Travel Plan Co-ordinator within two months of receipt of any correspondence relating to the Residential Travel Plan.

Residential Travel Information Packs

- 4 The Owner further hereby covenants with the County Council:
- 4.1 to submit a draft Residential Travel Information Pack to the County for written approval prior to first Occupation of the Development and not to cause or allow first Occupation of the Development prior to the Residential Travel Information Pack being submitted to and approved in writing by the County Council; and
 - 4.2 to provide the first occupier of each Dwelling with an approved Residential Travel Information Pack and Travel Vouchers prior to Occupation of any Dwelling and not to cause or permit first Occupation of any Dwellings on the Development unless and until the Owner have provided the

first occupiers with an approved Residential Travel Information Pack and Travel Voucher at the expense of the Owner.

SCHEDULE 10

HIGHWAY WORKS SCHEDULE

1 In this Schedule the following expressions shall have the following meaning:

Highway Works means the following works to the highway:

- (a) provision of bus infrastructure enhancements to upgrade existing facilities on Daws Heath Road to include raised kerbs and Real Time Information, where necessary, at the Bus stops on both sides of Daws Heath Road to the north of the Development;
- (b) provision of the access point at Daws Heath Road as shown in principle on Icení DWG Proposed Priority Junction' drawing (16-T022_09C). The vehicular access shall be constructed at right angles to the highway boundary and to the existing carriageway with an appropriate dropped kerb vehicular crossing of the footway with clear to ground visibility splay. Such vehicular visibility splays of 2.4m x 43m in both directions, shall be provided before the road junction is first used by vehicular traffic and retained free of any obstruction at all times thereafter with all redundant access points being suitably reinstated with full upstand kerb and footway provision; and
- (c) including any necessary alterations to and reinstatements of existing highways and statutory undertakers equipment to the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the construction of a highway or required as a result of the County Council's inspections; and

Highway Works Agreement means an agreement entered into pursuant to all powers enabling the parties to regulate the carrying out of the Highway Works (in particular Sections 38 and 72 and 278 of the 1980 Act and Section 33 of the 1982 Act).

2 The Owner hereby covenants with the County Council so as to bind their interest in the Site:

- 2.1 to enter into a Highway Works Agreement for the Highway Works prior to Commencement of such works or such other timescale as shall be agreed in writing with the County Council PROVIDED always THAT the Owner shall enter into the Highway Works Agreement for the Highway Works prior to first Occupation of any Dwellings on the Development;
- 2.2 to undertake and complete the Highway Works prior to first Occupation of any Dwellings on the Development and in accordance with the Highway Works Agreement; and
- 2.3 not to Occupy allow cause or permit to be Occupied any Dwellings unless and until the Highway Works have been completed in accordance with the Highway Works Agreement.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

SIGNED as a **DEED** by

[REDACTED]

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

SIGNED as a **DEED** by

[REDACTED]

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

SIGNED as a **DEED** by
COUNTRYSIDE PROPERTIES (UK) LIMITED
acting by:

Director:

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

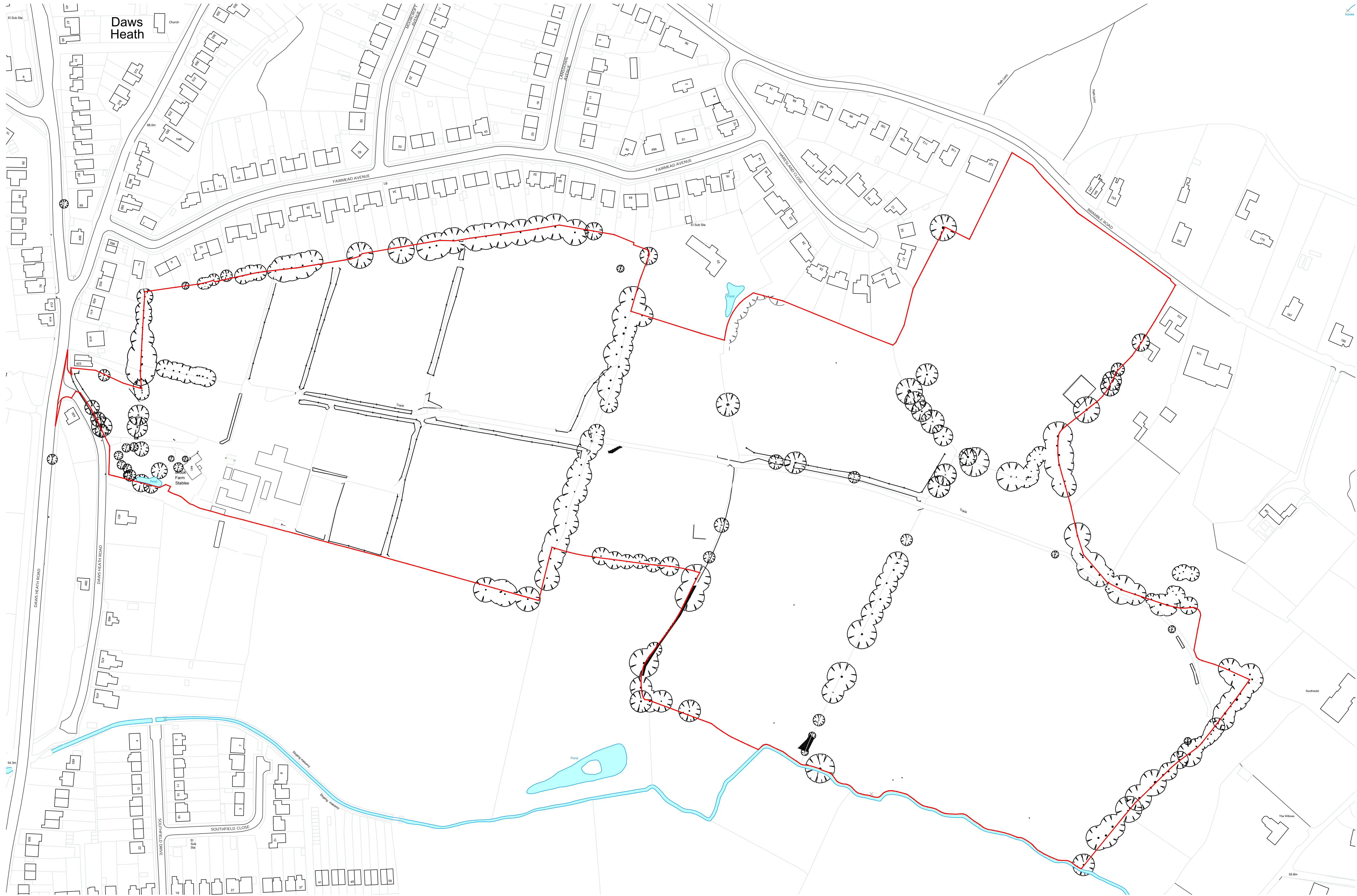
EXECUTED as a **DEED** by affixing
THE COMMON SEAL of
CASTLE POINT BOROUGH COUNCIL
in the presence of:

Authorised Signatory

**THE COMMON SEAL of
ESSEX COUNTY COUNCIL**
was affixed in the presence of:

Attesting Officer

APPENDIX 1 – PLAN

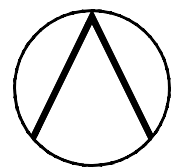


Rev. Discription Date

DAP **Brook Farm**
Location Plan
Brook Farm
Daws Heath Road
Hadleigh

Countryside Partnership
30.05.22 1:1250@ A1 Project#1762

001.02
www.daparchitecture.co.uk



1:1250 0m 10m 20m 30m 60m 90m

APPENDIX 2 – OPEN SPACE PLAN



KEY

APPLICATION
BOUNDARY

MEADOW
GRASSLAND

POND

PARKLAND TREES

ORCHARD TREE

STREET TREE

FOOTPATH

EXISTING
CONTOURS

LEAP

EXISTING
VEGETATION

Drawing Revision					
Rev.	Date	Description	Drawn	Checked	
P3	31/05/2022	Trees added along southern boundary.	JB	PG	
P2	24/05/2022	Second draft.	JB	PG	
P1	11/05/2022	First draft issued to client.	MO	PG	

CONCEPT IMAGES



Status

PLANNING

DAVID JARVIS ASSOCIATES

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Client

COUNTRYSIDE PARTNERSHIPS

Project

BROOK FARM, DAWS HEATH

Drawing Title

LANDSCAPE AND OPEN SPACE STRATEGY

Scale	Sheet Size	Date Plotted	
1:1250	A1	01/06/2022	
Client Ref.	Drawing Ref.	Drawing No.	Version
-	3062-5-1	LV-0006	S3-P2

APPENDIX 3 – RESIDENTIAL TRAVEL PLAN TEMPLATE

Site/Development Name

Site/Development Address Details

Residential Travel Plan Template

For a new residential development

Use this space to insert an image of site/development

Include Developer logo(s)



Definitions

Residential Travel Plan Template shall mean this document containing a mixture of measures to encourage sustainable travel to the site alongside disincentives to driving alone.

Residential Travel Plan shall mean a working plan to be implemented for local development schemes with 80 (eighty) or more Residential Dwellings to include all measures to ensure sustainable means of travel are available to new residents of such developments in accordance with the requirements of the National Planning Policy Framework and amended and supplemented from time to time under the provisions of the ***Section 106 Agreement*** and ***Biennial Residential Travel Plan Reviews***.

(A ***Residential Travel Plan*** may also be required for sites with less than 80 dwellings if there are pre-existing concerns around pollution, congestion and the local transport infrastructure; and where there is a need to mitigate against the impact of the development scheme).

Residential Travel Plan Co-Ordinator shall mean a member of staff appointed by the Developer (and or the Owner) with appropriate skills and budgetary provision and resources to fulfil the role as described in the job description.

Sustainable Travel Planning Team shall mean the Essex County Council's Sustainable Travel Planning Team whose role includes but is not limited to providing recommendations and advice concerning all matters associated with the ***Residential Travel Plan*** plus monitoring, as well as production (if required) and supply of the ***Residential Travel Information Pack(s)***.

Residential Travel Information Pack shall mean a specific district or borough tailor-made booklet aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel, and shall contain the following:

- Guidance and promotional material on the use of sustainable modes of travel
- Details on walking, cycling, trains, buses, park & ride, taxis, car sharing, car clubs, electric vehicles, school transport, and personalised journey planning services
- Reference to travel websites, resources and support services for each mode of travel, information provided by county, district and/or borough councils
- Details of local travel campaigns and networking/support groups

Travel Vouchers shall mean tickets/passes/vouchers or other means of accessing transport or other journey planning information as agreed with Essex County Council including the following as a minimum (six scratchcard bus tickets per household OR season ticket voucher) and/or (incentives for rail travel with the local rail operator) for each eligible member of the household AND access to an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information).

Traffic Counts shall mean the collection of travel data from all entry and exit points to the development including pedestrian and cycle routes leading to a service or amenity.

Travel Surveys shall mean a questionnaire approved by Essex County Council, undertaken to identify the main modes of travel used by residents and visitors for journeys to and from the site.

Essex County Council Travel Plan Monitoring Protocol shall mean the biennial undertaking of **Traffic Counts**. In addition to **Traffic Counts**, written or face-to-face travel surveys may also be required. Data collected from all surveys must be submitted to Essex County Council in the form of a written report for review.

Action Plan shall mean the identification of all sustainable travel opportunities and activities that should be taken to help achieve the Plan's Objectives.

Section 106 Agreement (S106) is a legal agreement between Local Authorities and developers; linked to planning permissions or obligations

Biennial Residential Travel Plan Review means a two-yearly report including the results and analysis of the Traffic Counts/Travel Survey indicating how the **Residential Travel Plan** is performing.

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Travel Plan Aim and Objectives

Travel Plan Aim

The primary aim of this **Residential Travel Plan** is to:

‘Minimise single occupancy car trips associated with the development site, by promoting and encouraging the use of more sustainable alternatives’

Travel Plan Objectives

The primary objective of (Site/Development Name) **Residential Travel Plan** is to:

(See Guidance Notes for further information and examples)

Introduction

Reason for Travel Plan

As part of the planning permission for (Site/Development Name), a number of planning conditions and obligations have been set which relate to the implementation and delivery of a **Residential Travel Plan**.

The **Section 106 Agreement** sets out a number of obligations in relation to the delivery of a **Residential Travel Plan** which includes the commitment to appoint a **Residential Travel Plan Coordinator** and distribution of a **Residential Travel Information Pack**.

This **Residential Travel Plan** aims to positively influence the travel patterns and behaviours of future residents through the encouragement of greater use of public transport and other sustainable modes of travel to reduce reliance on the use of private cars.

Background Information

(Please refer to the Guidance Notes to complete this section)

Travel Plan Management

This section should outline the roles and responsibilities for the management of your **Residential Travel Plan**.

Residential Travel Plan Co-ordinator

The **Residential Travel Plan Co-ordinator** shall mean a permanent member of staff appointed by the Developer(s) with the appropriate skills, budgetary provision and resources to fulfil the role. The on-site **Residential Travel Plan Co-ordinator** must be employed until at least one year after final occupation of the development, to allow for survey/traffic counts to be undertaken when the site is at full capacity.

The **Residential Travel Plan Co-ordinator** duties should include:

- Support, oversee and implement the requirements of the **Residential Travel Plan** upon first occupation of the development and through the life of the plan.
- Provide travel advice and guidance to residents in the early stages of occupation and throughout the development process.
- Liaise with the **Sustainable Travel Planning Team** on the production and management of the **Residential Travel Information Pack**.
- Distribute the **Residential Travel Information Pack** to all households upon first occupation, along with any travel tickets or vouchers (if applicable)
- Assess the potential journeys that residents may make and identify what modes of transport are available from the site, promoting sustainable options.
- Continuously monitor the impact that residents journeys may have on the surrounding areas and existing transport infrastructures.
- Undertake personal journey planning for residents where appropriate.
- Ensure the travel information made available is always current and up to date.
- Design and implement effective marketing and awareness-raising campaigns to promote the initiatives and sustainable transport infrastructure within in **Residential Travel Plan**.

- Ensure cycle storage facilities are functional upon first occupation and maintained throughout the life of the Travel Plan.
- Organise biennial **Traffic Counts** and **Travel Surveys**, analyse these and submit the results to the **Sustainable Travel Planning Team**, together with an assessment of the success of the **Residential Travel Plan** in reducing the number of trips by private car and details of any additional measures necessary to achieve the targets set within the **Residential Travel Plan**.
- Provide promptly upon written request such information as the County Council reasonably requires in relation to the **Residential Travel Plan**.
- Investigate new ideas, modes of transport and future plans, for example, electric car charging points and promote or implement as appropriate.
- Update **Residential Travel Plan** at least every two years, based on results of the traffic counts and travel surveys, to incorporate additional measures as agreed with the **Sustainable Travel Planning Team**.

The contact details for the **Residential Travel Plan Co-Ordinator** will be submitted to the Essex County Council **Sustainable Travel Planning Team** upon appointment to the role and prior to first occupation of the site.

Partnerships

Please detail the roles and responsibilities of other individuals or groups involved in developing and maintaining the **Residential Travel Plan**. Please list responsibilities as above.

(Refer to Guidance Notes for examples)

Travel Plan Targets

The success of the **Residential Travel Plan** will be measured against the number of residents making single occupancy vehicular trips, and the level of modal-shift from single vehicular use to sustainable modes such as walking, cycling, car sharing and public transport.

The targets for (*Site/Development Name*) have been identified below:

(You should aim to include 3-5 targets for action here)

Objective	Targets	Timescale

(Refer to the Guidance Notes for examples of appropriate targets)

Sustainable Travel Opportunities

This section should set out those sustainable travel opportunities and measures identified to support the aims and objectives of the ***Residential Travel Plan***. A wide range of measures should be considered in the context of the specific development.

Residential Travel Information Pack

Provide a summary of the **Residential Travel Information Pack** which will be issued to each household upon first occupation. The pack should be aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel.

(Refer to the Guidance Notes for further information)

Walking and Cycling

Use this section to detail the opportunities available to encourage residents to walk or cycle as an alternative to driving alone.

The following measures that promote travel choice and should be included within your **Residential Travel Plan** (as a minimum) are:

- Pedestrian/cycling infrastructure
 - Considering layout/design.
 - Ensuring pedestrian routes will be of high quality throughout the site, and link with existing pedestrian infrastructure.
 - Ensuring cycling routes are direct, well lit, open and pleasant, well maintained and display clear signposting and link to wider network.
- Advertising the health benefits of walking and cycling through promotional material.
- Encouraging people to cycle to and from the site by ensuring cycle parking facilities for residents and visitors are freely available.
- Distribution of walking and cycling maps/leaflets.
- Details of nearby cycling outlets.

(See Guidance Notes for further information and examples)

Public Transport

Use this section to detail the opportunities available to encourage residents to use local public transport services as an alternative to driving alone.

The following measures that promote travel choice and should be included within your **Residential Travel Plan** (as a minimum) are:

- Provision of timetable and route map information.
- Provision of taster bus/rail tickets.
- Continuous review and update of bus/train timetable and service information, as appropriate.
- Bus and train timetable information accessible via the development notice board / website.
- Links to information services, e.g. National Rail Enquiries
- Details of service providers, for example First / Arriva etc..
- Bus/train user groups

(See Guidance Notes for further information and examples)

Car Sharing

Use this section to detail how the **Residential Travel Plan** will promote Car Sharing, and what initiatives will be introduced.

Signpost residents to www.essexcarshare.com - **Essex County Council's** branded car share scheme which enables people to join for free and search for potential car share matches. It's quick, simple and free. Once someone has joined they will be matched up with potential sharers as a driver or passenger.

(See Guidance Notes for further information and examples)

Car Clubs

Use this section to detail any Car Club provisions that will be provided in association with the development. Consider:

- Number, location and type of vehicle (i.e. e-vehicles, type of fuel)
- Location of parking spaces (onsite/on street)
- How residents will be able to book vehicles
- Associated costs

(See Guidance Notes for further information)

Marketing, Promotion and Information

Publicity is a key element of your **Residential Travel Plan** as it will help you meet many of your objectives. Regular marketing and advertising is the most effective way of ensuring residents are engaged. Consider the following:

- Details of walking websites – for example, www.livingstreets.org.uk
- Details of cycling websites – for example, www.sustrans.org.uk
- Details of ECC website – www.essex.gov.uk/travelsmart
- Provision of journey planning websites, for example:
 - www.traveline.info
 - www.nationalrail.co.uk
 - www.google.co.uk
- Localised area maps and leaflets showing walking and cycling routes within the immediate area of the development
- Focus on promoting the benefits of a car share scheme which will benefit the local environment and reduce traffic going in and out of the site. Publicise www.essexcarshare.com.
- Provision of **Residential Travel Information Pack** as detailed above.

(See Guidance Notes for further information and examples)

Action Plan

The actions designed to meet the **Residential Travel Plan** Objectives and Targets should be set out in the table below, detailing the implementation date, resources required and who is responsible for each one:

(See Guidance Notes for examples)

Target	Action	Implementation Date	Resources Required	Responsibility	How Measured

This **Action Plan** should be revised each time the **Residential Travel Plan** is reviewed, using results from the **Traffic Counts / Travel Surveys** to update the targets and actions as required.

Travel Plan Monitoring and Review

The **Residential Travel Plan Co-Ordinator** will monitor the implementation and success of the **Residential Travel Plan**, by ensuring that measures are promoted and the relevant data is captured. This will be done by ensuring surveys are carried out in line with the **Essex County Council Residential Travel Plan Monitoring Protocol**. Upon completion of the relevant data collection, modal-shift targets will be agreed and **Action Plans** revised.

Traffic Counts

The **Residential Travel Plan Co-Ordinator** will undertake biennial traffic counts for a minimum period of 5 years, i.e. years 1, 3 and 5, or as long as the development takes to build (all phases). Future targets between Essex County Council and the **Residential Travel Plan Co-Ordinator** will be set and agreed which are relevant, measurable and achievable and monitored on an on-going basis.

The results of all surveys will be submitted to the Essex County Council **Sustainable Travel Planning Team** in the form of a report for review, analysis and mitigation.

If the recorded vehicle trip rates from the surveys are in excess of the predicted trip rates as set out in the original Transport Assessment / **Residential Travel Plan**, then the **Residential Travel Plan Co-Ordinator** will be expected to conduct Written or Face-to-Face Travel Surveys at a time agreed with Essex County Council.

(See Guidance Notes for further information)

Written or Face-to-Face Travel Surveys

The Written or Face-to-Face Surveys will aim to:

- Understand why trips rates are not being achieved
- Identify which modes of transport could be promoted in light of the survey findings

- Establish the alternative modes of travel to the site. What do people want to use but currently do not / cannot

Reporting

Travel Plan Reports should be produced and submitted to the Essex County Council **Sustainable Travel Planning Team** for review, identifying how well the **Residential Travel Plan** is doing against its original targets, and what measures are proposed to meet these in future, along with time scales. Based on the survey results, the success of the overarching **Residential Travel Plan** will be assessed against its targets. All reports must be submitted biennially in line with the undertaking of **Traffic Counts** and **Travel Surveys** and will form part of the **Biennial Travel Plan Review**.

(See Guidance Notes for further information)

Summary

(*Site/Developer Name*) has agreed to these **Residential Travel Plan** arrangements, which demonstrate the importance of, the environmental, health and commercial benefits of increasing the use of more sustainable modes of travel as an alternative to the private car. (*Site/Developer Name*) is committed to developing this programme with the support of Essex County Council.

It is proposed that, subject to agreement with Essex County Council, the **Residential Travel Plan** will be produced prior to first occupation of the development.

This information is issued by:

Essex County Council

Contact us:

travelplanteam@essex.gov.uk

www.essex.gov.uk

0345 743 0430

The information contained in this document can be translated, and/or made available in alternative formats, on request.

Published May 2021.

Essex County Council Guidance Notes For a Residential Travel Plan Template

For new residential developments



Definitions

Residential Travel Plan Template shall mean this document containing a mixture of measures to encourage sustainable travel to the site alongside disincentives to driving alone.

Residential Travel Plan shall mean a working plan to be implemented for local development schemes with 80 (eighty) or more Residential Dwellings to include all measures to ensure sustainable means of travel are available to new residents of such developments in accordance with the requirements of the National Planning Policy Framework and amended and supplemented from time to time under the provisions of the ***Section 106 Agreement*** and ***Biennial Residential Travel Plan Reviews***.

(A ***Residential Travel Plan*** may also be required for sites with less than 80 dwellings if there are pre-existing concerns around pollution, congestion and the local transport infrastructure; and where there is a need to mitigate against the impact of the development scheme).

Residential Travel Plan Co-Ordinator shall mean a member of staff appointed by the Developer (and or the Owner) with appropriate skills and budgetary provision and resources to fulfil the role as described in the job description.

Sustainable Travel Planning Team shall mean the Essex County Council's Sustainable Travel Planning Team whose role includes but is not limited to providing recommendations and advice concerning all matters associated with the ***Residential Travel Plan*** plus monitoring, as well as production (if required) and supply of the ***Residential Travel Information Pack(s)***.

Residential Travel Information Pack shall mean a specific district or borough tailor-made booklet aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel, and shall contain the following:

- Guidance and promotional material on the use of sustainable modes of travel
- Details on walking, cycling, trains, buses, park & ride, taxis, car sharing, car clubs, electric vehicles, school transport, and personalised journey planning services
- Reference to travel websites, resources and support services for each mode of travel, information provided by county, district and/or borough councils
- Details of local travel campaigns and networking/support groups

Travel Vouchers shall mean tickets/passes/vouchers or other means of accessing transport or other journey planning information as agreed with Essex County Council including the following as a minimum (six scratchcard bus tickets per household OR season ticket voucher) and/or (incentives for rail travel with the local rail operator) for each eligible member of the household AND access to an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information).

Traffic Counts shall mean the collection of travel data from all entry and exit points to the development including pedestrian and cycle routes leading to a service or amenity.

Travel Surveys shall mean a questionnaire approved by Essex County Council, undertaken to identify the main modes of travel used by residents and visitors for journeys to and from the site.

Essex County Council Travel Plan Monitoring Protocol shall mean the biennial undertaking of **Traffic Counts**. In addition to **Traffic Counts**, written or face-to-face travel surveys may also be required. Data collected from all surveys must be submitted to Essex County Council in the form of a written report for review.

Action Plan shall mean the identification of all sustainable travel opportunities and activities that should be taken to help achieve the Plan's Objectives.

Section 106 Agreement (S106) is a legal agreement between Local Authorities and developers; linked to planning permissions or obligations

Biennial Residential Travel Plan Review means a two-yearly report including the results and analysis of the Traffic Counts/Travel Survey indicating how the **Residential Travel Plan** is performing.

Please read through this document carefully as the ***Residential Travel Plan Template*** should be completed in the following three stages...

Stage 1 - Planning

In the initial stages of the development of your ***Residential Travel Plan Template*** please complete all of the sections written in red where the information is known. The unknown information can be completed in ***Stage 2*** but ***must*** be done within the allowed timescales. You should endeavour to complete the ***Template*** and submit to Essex County Council's ***Sustainable Travel Planning Team*** with as many details as possible prior to the signing of the ***S106 Agreement***.

Stage 2 - Development

Elements such as the appointment of the ***Residential Travel Plan Co-ordinator*** (and notification to Essex County Council's ***Sustainable Travel Planning Team***), provision of existing ***Traffic Counts*** plus completion of the ***Action Plan*** should all be done at this stage.

Stage 3 – Implementation

The ***Residential Travel Plan Template*** should now be fully completed and will become the functioning ***Residential Travel Plan***. It must be submitted to Essex County Council's ***Sustainable Travel Planning Team*** for final approval (and agreement of future targets) prior to the first phase of occupation.

Overview

A **Residential Travel Plan** will be required for all developments of 80 dwellings and above, or for smaller sites where existing transport, infrastructure, congestion or pollution problems exist.

For your **Residential Travel Plan** to work it is essential that you take ownership of it. The Plan should reflect the sustainability of the development, where the site is located and how much time and resource will be put into it.

These guidelines can be used by developers and consultants. Please read through all the guidelines before commencing with your **Residential Travel Plan Template**.

Essex County Council is able to assist you throughout the production and implementation of your **Residential Travel Plan**. If you need any help at all contact us:

Telephone: **0345 743 0430**

Email: **travelplanteam@essex.gov.uk**

Online: **www.essex.gov.uk/travelsmart**

The process

A **Residential Travel Plan** is a dynamic, evolving management tool that will take account of changing circumstances, ensuring targets are maintained. These guidelines will give you advice on how to organise the production of your Plan.

Build-out period

The **Residential Travel Plan** should be implemented upon first occupation of the development site, and remain in place throughout the build-out period. The **Residential Travel Plan Co-Ordinator** should also remain in employment until at least one year post full occupation.

Residents and other site users

Your **Residential Travel Plan** will be seeking to influence the travel behaviour of residents, visitors and other site users. It is essential to keep them informed and involved on what is going on at each stage of the process; seek their feedback from your travel surveys and their views in focus groups.

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The following pages are Guidance Notes on how to complete each section of your Residential Travel Plan Template.

Travel Plan Aim and Objectives

Travel Plan Aim

This section has already been completed for you.

Travel Plan Objectives

You will need to set objectives that help achieve the overarching aim of your ***Residential Travel Plan***. These objectives will give direction and provide the focus for your ***Residential Travel Plan***. The objectives must state what you want to achieve by implementing the travel initiatives. You may wish to prioritise your objectives in order to plan the implementation of supporting initiatives.

Some examples objectives are:

- Decrease the number of vehicle trips, particularly during peak hours
- Increase travel awareness among residents and promote sustainable travel behaviour, thus supporting a reduction of traffic congestion and pollution
- Promote the health, social and environmental benefits of sustainable travel

Introduction

Reason for Travel Plan

Use this section to outline the reasons for the ***Residential Travel Plan***, referencing planning conditions and obligations.

Also provide details of any site specific Travel Planning requirements, for example; if the plan has been requested to mitigate the impact of the development on any pre-existing transport issues, e.g. traffic congestion, or air quality management.

Background Information

Include background information about the development, its location, developers etc...

Provide details such as:

- Nature of development, i.e. full residential, mix of residential/commercial, school etc...
- Overall number of dwellings/commercial/retail units etc...
- Build-out forecast, including number of dwellings per phase
- Key factors about local area and infrastructure

You may also wish to provide the following within the appendix:

- Site map
- Development location plan
- Build-out and phasing plans

Consideration should also be given to the existing transport conditions relevant to the site and its surrounding environment, as well as the proposal of broad measures designed to effectively manage transport associated with the site and reduce the level of single occupancy car use.

Provide a summary detailing the location of the site and key localities within the surrounding area. Include the approximate distance from the site to the local city/town centre and any roads which provide access to and from the site. Consider the inclusion of:

- Existing pedestrian/cycle access points (on and off road)
- Road names and signage
- Designated crossing points
- Distances and duration of journeys to local schools, shops and other amenities

Detail the location of nearby bus stops and railway stations along with the approximate distances from the development site. Provide bus and train service information, including:

- Approximate distance in miles from local bus stops and railway station(s) to the development site.
- The services numbers/names available from each bus stop and railway station.
- Service frequencies (i.e. day, evenings and weekends).
- Timetable information (service times in minutes/hours).
- Destinations that can be reached via local bus and train services, including journey durations.

Travel Plan Management

Residential Travel Plan Co-ordinator

The **Residential Travel Plan Co-ordinator** should be a permanent member of staff appointed by the Developer with the appropriate skills, budgetary provision and resources to produce update and manage the continued implementation of the **Residential Travel Plan** including the provision of information to the District/Borough/City Council and the County Council.

This person should be identified from the outset and will lead on writing and implementing the **Residential Travel Plan**. This person will either have the authority to make decisions themselves or have the direct support of the developer who can facilitate decision-making.

The appointment of a **Residential Travel Plan Co-Ordinator** is crucial, as there must be one focal point of contact to successfully implement the **Residential Travel Plan**. **The contact details for the Residential Travel Plan Co-Ordinator must be submitted to Essex County Council's Sustainable Travel Planning Team upon appointment to the role and/or prior to first occupation of the site.**

Partnerships

Provide details of other roles and responsibilities that may exist alongside those of the **Residential Travel Plan Coordinator**. For example:

- Residents Association
- Steering Groups
- Property management companies
- Local public transport groups or operators
- Local walking or cycling groups

Duties of such roles may include:

- Working with the **Residential Travel Plan Co-ordinator** to develop new ideas and engage with residents
- Act as a communication channel between the residents, **Residential Travel Plan Co-Ordinator** and Developer
- Hold regular meetings with all parties involved to identify areas for improvement

Travel Plan Targets

To give momentum to achieving your objectives you should set targets which should be **SMART** (***S**pecific, **M**easurable, **A**chievable, **R**ealistic and **T**ime-bound*).

They should also have a deadline which should aim to reach fruition in the short and longer terms.

Clear targets should be set to help achieve the Plans objectives. For example:

- Car trips per household – based on annual or biennial travel and traffic survey data
- Increase in uptake of alternatives – e.g. increase in bus patronage, number of people in resident focus groups, uptake of vouchers offered and car club membership etc..
- Reduced car ownership levels
- Increased awareness of travel options from the site (to be identified from face-to-face surveys)

Some examples of targets have been given below:

- Decrease the number of single occupancy vehicle trips by *X% or X number of trips* by *(insert date)*
- Increase the number of journeys made by sustainable modes by *X%* by *(insert date)*

Before setting your targets you should also give consideration to any **Traffic Counts** identified via the Transport Assessment, Census Records, or other nearby developments. This data should be used to help forecast future trip rates and types of targets needed.

Targets should aim to achieve between a **5%** and **10%** reduction in single occupancy car use over a set period. Alternatively where baseline data is already considered to be at a reasonable level, it may be accepted that the target should aim to maintain the baseline figure. All targets should be agreed by Essex County Council prior to implementation.

Sustainable Travel Opportunities

Residential Travel Information Pack

A **Residential Travel Information Pack** should be issued to the first occupants of each new dwelling, upon the point of occupation. The pack should be aimed at promoting sustainable travel in support of the **Residential Travel Plan** Objectives, and must contain the following:

- Guidance and promotional material on the use of sustainable modes of travel.
- Details on walking, cycling, buses, trains, park & ride, taxis, car sharing, car clubs, electric vehicles, electric vehicle charging, school transport, and personalised journey planning services.
- Reference to travel websites, resources and support services for each mode of travel, information provided by county, district and/or borough councils
- Details of local travel campaigns and networking/support groups.

Information provided within the **Residential Travel Information Pack** should be bespoke to the development and specific to the district or borough it is situated within, as well as supported by the inclusion of:

- Bus tickets for local operator services - These can be Carnet, Scratchcards, Weekly or Monthly tickets.
- Rail tickets/vouchers – For development within a 5km radius of a mainline railway station. Tickets/vouchers can be negotiated by Essex County Council with the Local Rail Operator. This can be discussed with you by our **Residential Travel Plan Coordinator** in advance of pack production/distribution.
- Access to an online tool to generate personalised **Residential Travel Plans** using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information).

Walking and Cycling

Walking is suitable for journeys under 2 miles and can be combined with other methods, such as public transport to cover longer distances, whilst those employees who live within 5 miles of the workplace are potential cycle commuters. If your development is located on quieter roads formal crossings are unlikely to be needed, however their walk ability should

be noted in some way.

Cycle routes are likely to only be on parts of routes – both on and off road, with shared and segregated use.

Cycle route maps for Basildon (including Billericay & Wickford), Braintree (including Witham), Brentwood, Chelmsford, Colchester, Harlow and Maldon are available on the Essex County Council website. Further information can be sought from Essex County Council on 0345 743 0430.

In addition to the examples outlined in the template, the following are a selection of measures that promote travel choice and should be included within your ***Residential Travel Plan***:

- Form a residents Bicycle Users Group (BUG) to encourage cycling and organise promotional events.
- Provide free cycle training for children and adults.
- Promotion of national campaigns, for example Walk to Work and Walk to School Weeks, National Bike Week, and Cycle to Work Day.
- Promote the use of online portals such as the Active Essex Challenge Platform (www.activeessex.org).
- Negotiate discounts for residents on bikes and equipment with local cycle outlets
- Voucher provided for the purchase of a bicycle and associated safety equipment

Public Transport Services

Public Transport can provide a good alternative to the car for many commuter and business related journeys. In addition to the examples outlined in the template, the following are a selection of measures that should also be considered for inclusion within your ***Residential Travel Plan***:

- Upgrading existing bus stops with shelters, seating, and real-time information displays (ensuring new bus stops are also supplied with these facilities).
- Provision or diversion of existing services to serve the development site (if viable).

Car Sharing

Car sharing should be promoted as an alternative to single occupancy car trips, particularly for journeys which are too far for walking or cycling, and where public transport is not available.

The ***Residential Travel Plan*** should highlight and promote the following;

- Promote the benefits of car sharing via the ***Residential Travel Information Pack***
- Provide details of any local car share initiatives, for example, town centre car share parking spaces
- Community coffee morning to promote car sharing amongst residents.

Car Clubs

A 'Car Club' generally describes the arrangement where members of the Car Club have access to a pool of cars for flexible periods of time (as little as an hour or up to 2-3 days), as and when required, on a pay as you drive basis. Members normally pay an annual/monthly subscription and a mileage/time/booking base charge each time they use a vehicle that is inclusive of fuel. Cars are usually booked over the internet or by telephone through a central office. Bookings can be made weeks in advance or immediately prior to use.

Benefits of Car Clubs to development sites include the following:

- Developers benefit from being able to work on sites with a limited parking area which may previously have been impractical.
- Reduction in the amount of parking required - the Car Club allows an increase in the number of units or amenity space on the site, increasing the profitability of the site.
- Car Clubs have added value to housing developments as residents perceive the vehicles as an extra service
- Car Clubs contribute *to Residential Travel Plan* aims by reducing the impact of the private car from the development; the overall car miles driven, and local congestion.

Essex County Council supports the provision of Car Club vehicles within developments to reduce car ownership and hence vehicle trips by private cars. Provision of a Car Club vehicle is one option in a 'tool kit' of measures available to address the transport implications of a development.

Once a Car Club is installed the developer should consider offering the first year's membership free to all eligible residents to encourage the establishment of the Car Club. Car Clubs should be open to all those occupiers of a development except those ineligible under the terms of the operator's insurance because of age, lack of driving licence, poor driving record or occupation.

A successful Car Club scheme will require dedicated marked and signed car parking spaces for vehicle(s) to be provided in perpetuity. These should normally be provided

within the development. In exceptional cases use of on-street parking or of a public car park space may be acceptable. Spaces should be located at an optimum location for the site and where possible, within a 400m walking distance.

Where Car Club parking spaces are to be provided on-street, a payment will be required to fund a Traffic Regulation Order and implementation of associated road marking and signage.

Marketing, Promotion and Information

You may wish to include the following within your **Residential Travel Plan**:

- Travel Information Board – Installation of a Travel Information Board within a prominent location, i.e. site entrance. The information board should be updated on a regular basis with timetable information, travel incentives, events and promotions. In addition this information can be displayed online via the Developers website.
- Community travel events - consideration should be made to running regular promotional activities/campaigns throughout the year to promote sustainable modes. For example, Walk to Work Week (May), National Bike Week (June) and Liftshare Week (October).
- Community travel website

Action Plan

After identifying all sustainable travel opportunities actions should be set to help achieve the **Residential Travel Plan** Objectives and meet the Targets set out in section 4.0. Use the blank table supplied in the template to complete your **Action Plan**, giving careful consideration to:

- When the actions will be completed
- Who will undertake the actions and take responsibility
- How much resource each action will cost (both time and money)
- Where the resources will come from

Some example actions have been supplied below:

Target	Action	Implementation Date	Resources Required	Responsibility	How measured
<i>Provide 100% residents with cycle storage and cycle maps upon first occupation</i>	<i>Installation of cycle storage facilities, signage and distribution of maps</i>	<i>By date of first occupation</i>	<i>X amount of funding for cycle parking. Knowledge of local cycle routes. X amount of Travel Plan Co-ordinator time</i>	<i>Travel Plan Co-ordinator & Developer</i>	<i>Monitor usage of cycle parking facilities</i>
<i>Number of vehicle trips per occupied unit per week will not exceed X amount</i>	<i>Offer incentives such as free bus travel and a free bike voucher</i>	<i>During and post first occupation</i>	<i>X amount of funding for purchase of bus tickets/cycle vouchers. X amount of Travel Plan-Co-ordinator time. Knowledge of local bus routes, timetables etc, and local cycle outlets</i>	<i>Travel Plan Co-ordinator</i>	<i>Monitor vehicle trips and the take up of incentives (i.e. bus tickets and cycle vouchers)</i>

Travel Plan Monitoring and Review

Traffic Counts

Developers are required to undertake biennial **Traffic Counts** for a minimum period of 5 years, or as long as the development takes to build (all phases).

Initial **Traffic Counts** should be conducted by the **Residential Travel Plan Co-Ordinator** at an agreed time with Essex County Council. For example, this could be post occupation of the hundredth dwelling or after one year post first occupation; whichever comes first.

Traffic Counts must be undertaken at all site access points (entry and exit), including pedestrian and cycling routes which lead to a service or amenity. Monitoring should also be undertaken on public transport use, if bus services pass through the site.

Results of all surveys should be submitted to the Essex County Council **Sustainable Travel Planning Team** in the form of a report for review, in line with when surveys are undertaken.

In the event that **Traffic Counts** are not conducted in line with the **Essex County Council Travel Plan Monitoring Protocol**, or in the timeframe agreed between the **Residential Travel Plan Co-Ordinator** and Essex County Council, then Essex County Council will seek to arrange **Traffic Counts** are undertaken on behalf of the Developer using a preferred supplier, and will invoice the Developer for the associated costs. Essex County Council will continue to facilitate the **Traffic Counts** for the remainder of the **Residential Travel Plan** period, unless the Developer / **Residential Travel Plan Co-Ordinator** seek to re-establish responsibility for this duty.

Written or Face-to-Face Travel Surveys

If the trip data collected does not meet the predicted trip rates as set out in the original Transport Assessment / **Residential Travel Plan**, then the **Residential Travel Plan Co-Ordinator** will be expected to conduct written and/or Face-to-Face Travel Surveys at a time agreed with Essex County Council. This is to achieve a better understanding as to why a particular mode is being used, and will also give the **Residential Travel Plan Co-Ordinator** an opportunity to conduct **Personalised Travel Planning**.

Travel Surveys should be organised and conducted on the 1st, 3rd and 5th anniversary of first occupation in order to identify traffic flows and mode share data.

The **Travel Survey(s)** should be distributed/directed at all residents travelling to and from the site; asking them how they would prefer to travel, any travel or transport issues they have encountered, and their attitudes towards sustainable modes of travel.

Reporting

Travel Plan Reports must be submitted to the Essex County Council **Sustainable Travel Planning Team** for review. The data provided will be used to identify the progress of the **Residential Travel Plan** against its targets and objectives.

If the traffic generation rates predicted are not being achieved then revised measures will be agreed by the **Sustainable Travel Planning Team** and implemented by the **Residential Travel Plan Co-Ordinator** to reduce travel to the site by the private car. Additional measures identified must be agreed by Essex County Council prior to implementation.

Summary

This section has already been completed for you and the only requirement is to enter the Site/Development Name.

This information is issued by:

Essex County Council

Contact us:

travelplanteam@essex.gov.uk

www.essex.gov.uk

0345 743 0430

The information contained in this document can be translated, and/or made available in alternative formats, on request.

Published May 2021.