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- telephone: 01623 457313.

*28th April*  
**Dated:** 2022

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- (1) Carol Rowe
  - (2) Ashfield District Council
- 

**Planning Agreement**

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section 106 of the Town and Country Planning Act 1990 relating to proposed residential development on land west of Fisher Close, Sutton In Ashfield, Nottinghamshire

**THIS AGREEMENT** is made on

28<sup>th</sup> April

2022

**BETWEEN**

- (1) **Carol Rowe** of 50 Fisher Close, Sutton-In-Ashfield, Nottingham, NG17 2AA (the "Owner"); and
- (2) **Ashfield District Council** of Urban Road, Kirkby in Ashfield, Nottingham NG17 8DA (the "District Council").

**BACKGROUND**

- (A) By means of the Planning Application (reference V/2020/0784) planning permission is sought by the Owner from the District Council to carry out the Development.
- (B) The District Council is the Local Planning Authority for the purposes of the Act for the area within which the Application Land is situated.
- (C) The District Council is a Principal Council within the meaning of the Local Government Act 1972.
- (D) The Owner is the freehold owner of the part of the Application Land registered at the Land Registry with title absolute under title number NT428456
- (E) The District Council has resolved to grant the Planning Permission for the Development subject to certain conditions and the completion of this Agreement.
- (F) The Owner has agreed to enter into this Agreement with the intent that its interest in the Application Land shall be subject to the covenants and obligations contained herein and with the intention that those covenants and obligations should create planning obligations pursuant to section 106 of the Act.
- (G) The District Council is satisfied that the provisions of this Agreement and the planning obligations contained herein comply with their respective policies in relation to section 106 of the Act and are sufficient in respect thereof.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following words and expressions have the following meanings:

<b>"Act"</b>	the Town and Country Planning Act 1990 as amended
<b>"Affordable Dwellings"</b>	10% of the total number of Dwellings to be constructed as part of the Development as Affordable Housing to be provided in accordance with the Tenure Mix
<b>"Affordable Housing"</b>	housing provided to eligible households whose needs are not met by the market in accordance with the definition set out in the National Planning Policy Framework (June 2021) (or any future guidance or initiative that replaces or supplements it)
<b>"Affordable Housing Provider"</b>	<ul style="list-style-type: none"> <li>i. a non-profit registered provider of social housing under the Housing and Regeneration Act 2008 and registered with Homes England (or such successor authority) as a registered provider; or</li> <li>ii. any other housing provider approved in writing by the District Council</li> </ul> <p>as shall be approved by the District Council and dependent upon the Affordable Housing Provider being able to demonstrate to the District Council its ability to deliver the Affordable Housing on the Application Land in accordance with the terms of this Agreement</p>
<b>"Affordable Housing Scheme"</b>	<p>the scheme for the provision of Affordable Dwellings which shall specify:</p> <ul style="list-style-type: none"> <li>(i) the location of the Affordable Dwellings within the Development;</li> <li>(ii) the intended Affordable Housing Provider; and</li> <li>(iii) the Tenure Mix</li> </ul>
<b>"Affordable Rented Dwelling"</b>	those Affordable Dwellings to be let at an affordable rent being up to 80% of the open market rental value for the unit type, such rent to be in accordance the National Planning Policy Framework (June 2021) or such successor framework

**"Application Land"**

the land shown edged red on the Plan

**"Biodiversity Contribution"**

the sum of £11,594 (eleven thousand five hundred and ninety four pounds) payable by the Owner to the District Council in accordance with the provisions of paragraph 1.3 of Part 3 to Schedule 1 towards biodiversity enhancement schemes within the vicinity of the Application Land

**"Bus Service Infrastructure Contribution"**

the sum of £23,000 (twenty three thousand pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of paragraph 1.13 of Part 3 to Schedule 1 towards provide improvements to the following bus stops:

(i) AS0457 Carsic Road Shop – Both-ways bus stop pole and polycarbonate bus shelter

(ii) AS0483 Stoneyford Road - Clear Channel non-advertising polycarbonate bus shelter

(iii) AS0485 Stoneyford Road - Bus stop pole

**"CCTV Contribution"**

the sum of £16,500 (sixteen thousand five hundred pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of paragraph 1.15 of Part 3 to Schedule 1 towards the installation of CCTV at the junction of Carsic Lane, Northwood Lane, Stanton Crescent

**"Commencement of Development"**

the earliest date on which any of the material operations (as defined by section 56(4) of the Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of section 56(4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development:

- (a) trial holes or other operations to establish the ground conditions of the Application Land, site survey work, or works of remediation;
- (b) archaeological investigations on the Application Land;
- (c) any works of demolition or site clearance;
- (d) any structural planting or landscaping works;
- (e) ecological or nature conservation works associated with the Development;
- (f) construction of site compounds boundary fencing or hoardings;
- (g) construction of access or highway works or provision of services (including drainage and media);
- (h) any other preparatory works agreed in writing with the District Council,

and **"Commencement Date"** shall be interpreted accordingly

**"the County Council"**

Nottinghamshire County Council

**"Development"**

the development described in the Planning Application and to be carried out pursuant to the Planning Permission

<b>"Discounted Market Dwellings"</b>	a Dwelling to be sold by the Owner at eighty per cent (80%) of its Open Market Value
<b>"Dwelling(s)"</b>	a dwelling built pursuant to the Planning Permission whether or not an Affordable Dwelling
<b>"Education Contribution"</b>	the sum of £370,656 (three hundred and seventy six hundred and fifty six pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of paragraph 1.8 of Part 3 to Schedule 1 towards the provision of additional primary school places in the Sutton Town Planning Area
<b>"Healthcare Authority"</b>	the NHS Mansfield and Ashfield Clinical Commission Group
<b>"Healthcare Contribution"</b>	the sum of £45,517.50 (forty five thousand five hundred and seventeen pounds and fifteen pence) Index Linked payable by the Owner to the District Council in accordance with the provisions of paragraph 1.1 of Part 3 to Schedule 1 towards the enhancement of capacity and/or infrastructure in local practices
<b>"Housing Need"</b>	living in unsuitable housing conditions and either unable to afford to rent at market rent or unable to buy suitable housing at open market prices
<b>"Index Linked"</b>	the application to the sum concerned of the indexation set out in Schedule 3 hereto
<b>"Management Company"</b>	a management company elected by the Owner and approved in writing by the District Council (such approval not to be unreasonably withheld or delayed) to be responsible for the long-term management and maintenance of the On-Site Open Space and the On-Site SUDS
<b>"Market Dwelling"</b>	Dwellings for sale on the open market which is constructed as part of the Development and which is not an Affordable Dwelling

**"Monitoring Contribution"**

the sum of £1,500 (one thousand five hundred pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of paragraph 1.12 of Part 3 to Schedule 1 towards the District Council's costs of monitoring compliance with the obligations contained in this Agreement

**"Nominations Agreement"**

an agreement in a form to be agreed by the District Council and the Affordable Housing Provider (both acting reasonably) relating to the nominations procedure and local lettings plans for the Affordable Rented Dwellings

**"Occupation"**

in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include:

- (a) daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development;
- (b) the use of any Dwelling for the marketing of the Development; or
- (c) the storage of plant and materials,

and **"Occupy"** and **"Occupied"** shall be construed accordingly

**"On-Site Open Space"**

the on-site open space including all structural landscaping and vegetation (including landscape buffers and wildflower meadow) to be improved and provided as part of the Development pursuant to the Planning Permission and the On-Site Open Space and SUDS Scheme

**"On-Site Open Space and SUDS Scheme"**

the scheme for the provision, laying out and long term maintenance of the On-Site Open Space and the On-Site SUDS to be submitted by the Owner to the District Council in accordance with the provisions of Part 2 to Schedule 1

<b>"On-Site SUDS"</b>	the on-site sustainable drainage system to be provided as part of the Development pursuant to the Planning Permission and the On-Site Open Space and SUDS Scheme
<b>"Open Market Value"</b>	means the value of a Dwelling to be sold on the open market based on the following assumptions: <ul style="list-style-type: none"> <li>a) a willing seller;</li> <li>b) a reasonable period for the proper marketing of the Dwelling; and</li> <li>c) market conditions at the time of the valuation</li> </ul>
<b>"Plan"</b>	the plan attached hereto (drawing number 20/206-100)
<b>"Planning Application"</b>	the outline planning application submitted to the District Council and allocated reference number V/2020/0784 applying for outline planning permission for residential development
<b>"Planning Permission"</b>	a planning permission granted pursuant to the Planning Application
<b>"POS Contribution"</b>	the sum of £252,000 (two hundred and fifty two thousand pounds) (which includes a 15 year maintenance contribution of £94,500) Index Linked payable by the Owner to the District Council in accordance with the provisions of paragraph 1.5 of Part 3 to Schedule 1 towards improvements to the play areas, car parks, entrances, footpaths and general landscape improvements at Brierley Forest Park.
<b>"Practical Completion"</b>	the stage of construction or conversion of any Dwelling or other building comprising the Development such that it is capable of beneficial Occupation and <b>"Practically Complete"</b> shall be construed accordingly

**"Protected Tenant"**

any tenant who:

- i. has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling;
- ii. has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling;
- iii. has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Dwelling is owned by the tenant and a share is owned by the Affordable Housing Provider) in respect of a particular Affordable Dwelling and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Dwelling; or
- iv. has otherwise obtained full ownership of a single Affordable Dwelling.

**"Section 73 Consent"**

a planning permission granted pursuant to Section 73 of the Act which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to Section 73 of the Act was granted subject to

**"Shared Ownership Housing"**

Affordable Dwellings for sale on a shared ownership basis whereby not more than 75% and not less than 25% of the dwelling is initially sold to the purchaser by the Affordable Housing Provider and rent is paid on the remaining share of the Affordable Dwelling in accordance with Homes England's Model Lease (as amended from time to time by Homes England) which remains in the ownership of the Affordable Housing Provider until 100% staircasing is agreed

**“Travel Plan”**

means the travel plan prepared by ADC Infrastructure and appended to this Agreement at Appendix 1 to be implemented in full (including monitoring reporting as set out in the Travel Plan) by the Owner in accordance with the provisions of paragraph 1.17 Part 4 to Schedule 1

**“Travel Plan Monitoring Contribution”**

the sum of £7,500 (seven thousand five hundred pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of paragraph 1.18 of Part 4 to Schedule towards the ongoing monitoring and compliance with the Travel Plan

**“Tenure Mix”**

means the provision of:

- 75% x Affordable Rented Dwellings
- 25% x Shared Ownership Housing and Discount Market Dwellings

or any other tenure mix as may be agreed in writing by the Owner and the District Council

1.2 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa.

1.3 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.

1.4 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.

1.5 Where in this Agreement reference is made to a clause Schedule or plan such reference (unless the context otherwise requires) is a reference to a clause or Schedule of or in the case of a plan attached to this Agreement.

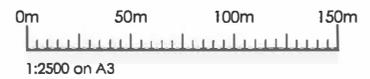
1.6 Covenants made hereunder on the part of the District Council shall be enforceable against the District Council and any statutory successor to it as Planning Authority.

1.7 The expression “the Owner” shall where the context so admits include its respective successors and assigns.

**RECEIVED**  
By tp99964 at 12:39 pm, Nov 16, 2020



CHAIRMAN  
[Redacted]  
AUTHORISED OFFICER



C.R.

land west of  
Fisher Close, **SUTTON** in **ASHFIELD**

for  
Ms C Rowe

**Location Plan**

SCALE	1:2500	DWG No	20/206-100
DATE	Nov 2020		



## 2. GENERAL PROVISIONS

### Statutory Authority

- 2.1 This Agreement and each of the covenants given by the Owner contained herein is a planning obligation and is made pursuant to section 106 of the Act.
- 2.2 The covenants by the Owner contained herein shall be enforceable by the District Council.

### Liability

- 2.3 The covenants given by the Owner contained herein are made with the intent that the covenants will bind its interest in the Application Land and be binding on and enforceable against its respective successors in title or assigns and subject to **clause 2.5** those deriving title under the Owner provided that without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development on and in respect of any land of which he is no longer seised save in respect of any prior subsisting breach.
- 2.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission as defined herein or any renewal thereof or amendment and/or variation thereto including a Section 73 Consent) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply provided that the obligations in this Agreement can be applied to any planning permission granted subsequent to the grant of the Planning Permission as herein defined by agreement between the Owner and/or the Developer and the District Council as evidenced by a memorandum endorsed on this Agreement.
- 2.5 The covenants contained in this Agreement shall not be enforceable against:
- 2.5.1 individual purchasers or lessees of Dwellings on the Application Land constructed pursuant to the Planning Permission, SAVE for the provisions of paragraphs 11 – 14 inclusive of Part 1 of Schedule 1 hereto which shall be enforceable against subsequent purchasers of the Discounted Market Dwellings; or
  - 2.5.2 statutory undertakers in relation to any parts of the Application Land acquired by them for electricity sub-stations gas governor stations or pumping stations; or
  - 2.5.3 anyone whose only interest in the Application Land or any part of it is in the nature of the benefit of an easement or covenant; or

- 2.5.4 a chargee, mortgagee or Receiver (as defined in paragraph 8 Schedule 1 Part 1) of an Affordable Housing Provider; or
- 2.5.5 save for the provisions of paragraphs 7-10 of Schedule 1 Part 1, an Affordable Housing Provider unless all or part of the Application Land is transferred to an Affordable Housing Provider and the Affordable Housing Provider builds out the Development pursuant to the Planning Permission in which case the covenants and obligations in this Agreement shall apply in full to the Affordable Housing Provider as successor in title to the Owner.
- 2.6 In the event that the Owner disposes of its interest in the Application Land or any part thereof (other than a disposal to a purchaser of a Dwelling) it shall within 28 days of such disposal give written notice of the name and address of its successors in title to the District Council together with sufficient details of the land included in the disposal to allow its identification.

### **Contingencies**

- 2.7 The obligations in this Agreement shall be conditional upon the issuing of the Planning Permission and the Commencement of Development and save for this clause and **clauses 2.8, 2.12, 2.13, 2.16, 2.17, 2.18, 2.19, 2.21, 2.23 and 2.25** which shall come in to effect upon completion of this Agreement then until such time all other provisions not herein specified shall be of no effect.
- 2.8 In the event of the Planning Permission expiring or in the event of the revocation of the Planning Permission the obligations under this Agreement shall cease absolutely and the District Council shall upon written request from the Owner procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith upon request of the Owner.
- 2.9 Where this Agreement is released in part by a future agreement, the District Council shall upon written request from the Owner place a note against the entry made in the Register of Local Land Charges stating which obligations no longer have effect.
- 2.10 If the Owner makes a request in writing for the District Council to place a note against the entry made in the Register of Local Land Charges stating which obligations under this Agreement have been discharged and complied with, the District Council will place such a note against the entry to the extent which such obligations are deemed by the District Council to have been discharged and complied with under the terms of this Agreement.
- 2.11 Following the performance and satisfaction of all covenants and obligations contained in this Agreement the District Council shall upon written request from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

### **Commencement of Development**

- 2.12 The Owner shall give the District Council seven days' notice in advance of the Commencement of Development and the date on which Commencement of Development has taken place shall be confirmed by exchange of correspondence between the Owner and the District Council provided that default in giving notice or confirming the date by exchange of correspondence shall not prevent Commencement of Development occurring.

### **Determination by Expert**

- 2.13 Notwithstanding any specific provision in this Agreement in the event of any dispute between the Owner and the District Council concerning this Agreement including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Agreement the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within 20 working days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms:

2.13.1 the person to be appointed pursuant to clause 2.13 shall if possible be a person having ten years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute; and

2.13.2 the reference to the expert shall be on terms that:

2.13.2.1 the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;

2.13.2.2 the expert shall be able to stipulate periods of time for the making of such submissions and representations;

2.13.2.3 the expert shall be bound to have regard to the said submissions and representations;

2.13.2.4 the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;

2.13.2.5 the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and

- 2.13.2.6 the findings of the expert shall save in the case of manifest material error be final and binding on the Owner and the District Council save that the parties retain the right to refer to the Courts on a matter of law.

#### **Time Periods**

- 2.14 It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between the Owner and the District Council.

#### **Approvals**

- 2.15 For the purposes of this Agreement where a party is required to make a request, give confirmation, approval or consent, express satisfaction with, agree to vary, or to give notice of any matter, such request, confirmation, approval, consent, expression of satisfaction, agreement to vary, or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed.

#### **Notices**

- 2.16 The service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing.
- 2.17 Notices and communications under this Agreement may be sent by personal delivery or by first class post (recorded delivery) and any notice or communication sent by first class post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting.

#### **Exclusion of the Contracts (Rights of Third Parties) Act 1999**

- 2.18 Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

#### **Void Provisions**

- 2.19 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of

this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties.

### **Application of this Agreement**

2.20 If any Section 73 Consent is granted after the date of this deed:

2.20.1 the obligations in this deed shall relate to and bind such Section 73 Consent;  
and

2.20.2 the definitions of Planning Application, Development and Planning Permission (other than for the purpose of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself.

PROVIDED THAT in the event of a different section 106 obligation agreed by the District Council being binding on any Section 73 Consent, this obligation shall not apply to that Section 73 Consent if that separate section 106 obligation expressly states that it is in substitution for the obligations in this obligation.

### **No Fetter of Discretion**

2.21 Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council in its rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the District Council were not a party to this Agreement.

### **Effect of any Waiver**

2.22 No waiver (whether express or implied) by the District Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council (as relevant) from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner.

### **General Requirement to Co-operate**

2.23 Without prejudice to its statutory duties the District Council and the Owner and the Developer (where applicable) shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified.

**Interest**

- 2.24 If any payment due to the District Council under this Agreement is paid late interest will be payable from the date the payment is due to the date of payment at 8% above the Bank of England base lending rate prevailing at the time.

**Jurisdiction**

- 2.25 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **SCHEDULE 1**

### **THE OWNER'S OBLIGATIONS TO THE DISTRICT COUNCIL**

The Owner covenants with the District Council as follows:

#### **Part 1 – Affordable Housing**

1. To submit to the District Council for approval (such approval not to be unreasonably withheld or delayed) prior to the Commencement of Development the Affordable Housing Scheme and not to Commence Development unless and until the Affordable Housing Scheme has been approved by the District Council.
2. To provide 10% of the total number of Dwellings constructed as part of the Development as Affordable Dwellings and in accordance with the Affordable Housing Scheme approved pursuant to paragraph 1 above or any approved variation thereto.
3. The Owner covenants with the District Council not to dispose of any interest in the Affordable Rented Dwellings or the Shared Ownership Housing save to an Affordable Housing Provider or the District Council in accordance with this Part 1 to this Schedule or allow the same to be disposed of otherwise than in accordance with this Part 1 to this Schedule.
4. The Owner covenants with the District Council not to Occupy or permit or suffer or allow the Occupation of more than 50% of the Market Dwellings until:-
  - 4.1 50% of the Affordable Dwellings have achieved Practical Completion and are ready for Occupation; and
  - 4.2 the freehold of the relevant Affordable Rented Dwellings and the Shared Ownership Housing have been transferred to an Affordable Housing Provider or the District Council or binding contracts to transfer such units to an Affordable Housing Provider or the District Council have been exchanged; and
  - 4.3 the freehold of the relevant Discounted Market Dwellings have been sold to a person or persons in Housing Need by the Owner and the transfer of such dwellings shall contain a provision to ensure that future transfers shall be restricted in perpetuity so that the sale price does not exceed 80% of the Open Market Value at the time of such sale, such provision to require a restriction to be inserted to the title register at HM Land Registry.
5. The Owner covenants with the District Council not to Occupy or permit or suffer or allow the Occupation of more than 80% of the Market Dwellings until:-
  - 5.1 the remaining 50% of the Affordable Dwellings have achieved Practical Completion and are ready for Occupation; and

- 5.2 the freehold of the remaining Affordable Rented Dwellings and Shared Ownership Housing have been transferred to an Affordable Housing Provider or the District Council or binding contracts to transfer such units to an Affordable Housing Provider or the District Council have been exchanged; and
  - 5.3 the freehold of the remaining Discounted Market Dwellings have been sold to a person or persons in Housing Need by the Owner and the transfer of such dwellings shall contain a provision to ensure that future transfers shall be restricted in perpetuity so that the sale price does not exceed 80% of the Open Market Value at the time of such sale, such provision to require a restriction to be inserted to the title register at HM Land Registry.
6. The transfer or binding contract, as the case may be, referred to in paragraphs 4.2 and 5.2 above shall provide inter alia for:
  - 6.1 the transfer of the freehold title to be with full title guarantee with such rights of access and passage of other rights reasonably necessary for the beneficial enjoyment of the relevant Affordable Dwellings and the provision of roads and services rendering them suitable for immediate Occupation; and
  - 6.2 the imposition of such covenants as the Owner shall reasonably require as are consistent with the sale of any Dwellings within the Development; and
  - 6.3 where the Affordable Dwellings are being transferred to an Affordable Housing Provider, evidence to the District Council of such transfer or contract has been provided.
7. Subject to paragraph 8 below, the Owner covenants with the District Council not to use or allow or suffer the Affordable Dwellings to be used for any purpose other than for Affordable Housing in accordance with the terms of this Agreement.
8. The parties agree that the restriction referred to in paragraph 7, the Nominations Agreement referred to in paragraph 9 and paragraph 10 below shall not apply to:
  - 8.1 a Protected Tenant or any person deriving title under a Protected Tenant; or
  - 8.2 any mortgagee or chargee of the Affordable Dwellings or any of them nor to any receiver appointed by any such mortgagee or chargee to the intent that any such mortgagee, chargee or receiver may deal with or dispose of the Affordable Dwellings or any of them free from the provisions and restrictions of this Agreement relating to Affordable Housing and on the basis that any person deriving title through or under such mortgagee, chargee or receiver shall not be bound by the provisions in this Agreement; or
  - 8.3 any mortgagee or chargee (or any receiver (including an 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 (each a **Receiver**) of an Affordable Housing Provider in the event of a default under a mortgage or charge or any successors in title to such mortgagee or chargee or Receiver and it is further acknowledged that any mortgagee or chargee exercising its powers in relation to any Affordable Dwellings shall be entitled to dispose of the Affordable Dwellings on the open market free from the restrictions within this Agreement.

9. The Owner covenants with the District Council not to transfer the Affordable Rented Dwellings and/or the Shared Ownership Housing to an Affordable Housing Provider without first procuring that the transfer includes:
  - 9.1 a provision that the Affordable Housing Provider shall undertake to enter into a Nominations Agreement with the District Council; and
  - 9.2 a provision that the Affordable Rented Dwellings and/or the Shared Ownership Housing shall not be used for any purpose other than for Affordable Housing save where clause 2.5 and paragraph 8 of Schedule 1 Part 1 of this Agreement applies.
10. The Owner covenants with the District Council to procure that the Affordable Housing Provider permits the District Council or its agent to nominate 100% of the first occupiers and 50% of the second occupiers of the Affordable Rented Dwellings and/or the Shared Ownership Housing, such occupier being someone who is in Housing Need PROVIDED THAT on each nomination request this paragraph 10 shall not apply where the District Council has failed to respond to the Affordable Housing Provider within 15 working days requesting such nomination for an Affordable Rented Dwelling and/or Shared Ownership Housing and the Affordable Housing Provider shall be free to select their own occupiers provided that they are in Housing Need.
11. In respect of the Affordable Dwellings to be sold as Discounted Market Dwellings pursuant to this Part of this Schedule, in order that the future ownership and selling price of all and any Discounted Market Dwelling shall be controlled so as to ensure that each such dwelling remains a Discounted Market Dwelling available to persons in Housing Need in perpetuity, on the first disposal of each Discounted Market Dwelling the Owner shall secure the registration at HM Land Registry of the following restriction (or in such other form as the Chief Land Registrar shall deem appropriate) against the title to the Discounted Market Dwelling and shall provide the District Council with a copy of such title (showing the restrictions unless otherwise agreed in writing):-

*"no disposition of the registered estate other than a charge by the proprietor of the registered estate, or by the proprietor of a charge, not being a charge registered before the entry of this restriction shall be completed by way of registration without a certificate signed by Ashfield District Council that the provisions of the Deed dated [insert date of this s106 Agreement] 2020 between Carol Rowe and Ashfield District Council have been complied with"*

12. On each subsequent disposal of any Discounted Market Dwelling the new owner (the "**Subsequent Owner**") shall procure the registration at the Land Registry of a restriction in the same form as set out above at **paragraph 11** against the title to the Discounted Market Dwelling in which they have acquired an interest and supply a copy of such title (showing the restriction) to the District Council.
13. It is hereby agreed that if a Subsequent Owner of a Discounted Market Dwelling who wishes to dispose of the dwelling is not able to locate a prospective purchaser who is a person or persons in Housing Need after a period of 3 months of first advertising the Discounted Market Dwelling for sale then the Subsequent Owner may sell the Discounted Market Dwelling at a price which is representative of the open market value (evidence of such sum to be provided to the District Council as being the average sum of three independent valuations) and the Subsequent Owner shall pay to the District Council upon completion of the sale of the Discounted Market Dwelling as an open market dwelling the sum which is 20% (Twenty Percent) of the open market value and the obligations in this Part of this Schedule shall no longer apply to that dwelling.
14. Prior to entering into a contract for the sale of the Discounted Market Dwelling with a prospective purchaser, the Owner shall provide the District Council with the following information:
  - 14.1 evidence that the prospective purchaser is a person or persons that has/have a Housing Need;
  - 14.2 evidence as to the local market value of the Discounted Market Dwelling; and
  - 14.3 details as to the proposed sale price.

and the Owner shall not enter into a contract for sale of a Discounted Market Dwelling unless and until the District Council has provided it with a letter (such letter not to be unreasonably withheld or delayed and in any event to be provided within 10 working days of written request) confirming that the District Council accepts the evidence provided to it pursuant to this paragraph 14 or, where the District Council does not accept the evidence provided, the full reasons as to why it does not accept the evidence.

## **Part 2 – On-Site Open Space and SUDS**

1. The Owner covenants with the District Council:
  - 1.1 to submit to the District Council and obtain the District Council's approval of the On-Site Open Space and SUDS Scheme prior to the Commencement of Development (such approval not to be unreasonably withheld or delayed).
  - 1.2 to provide the On-Site Open Space and On-Site SUDS in accordance with the On-Site Open Space and SUDS Scheme or any variation thereto approved in advance by the District Council.

1.3 not to allow or permit the Occupation of more than 50% of the Dwellings unless and until the On-Site Open Space and On-Site SUDS has been laid out and made available for use by the residents of the Development in accordance with the approved On-Site Open Space and SUDS Scheme or any variation thereto approved in advance by the District Council.

2. Following completion of the On-Site Open Space and the On-Site SUDS pursuant to the provisions of paragraph 1.3 of this Part 2:

2.1 the Owner covenants to:

2.1.1 serve notice on the District Council inviting it to inspect the On-Site Open Space and On-Site SUDS and issue a certificate confirming that such works have been completed in accordance with the approved On-Site Open Space and SUDS Scheme;

2.1.2 pay to the District Council an inspection fee of £325 (three hundred and twenty five pounds) and any fees reasonably requested by the District Council towards any independent surveyor inspections / reports reasonably required to remedy any defects identified in respect of the On-Site Open Space and / or the On-Site SUDS.

2.2 subject to payment of the inspection fee pursuant to paragraph 2.1.2 of this Part 2, the District Council covenants to inspect the On-Site Open Space and the On-Site SUDS within thirty days of receiving notice pursuant to paragraph 2.1 above and may identify remedial works necessary to comply with the approved On-Site Open Space and SUDS Scheme and shall serve notice of any remedial works on the Owner, to complete such notified remedial works in accordance with the approved On-Site Open Space and SUDS Scheme within 45 days (or such reasonable longer period as is agreed in writing with the District Council);

2.3 upon completion of any such remedial works, the Owner covenants to

2.3.1 serve notice on the District Council inviting it to inspect those remedial works and issue a certificate confirming that such works have been completed in accordance with the approved On-Site Open Space and SUDS Scheme; and

2.3.2 pay to the District Council a further inspection fee of £325 (three hundred and twenty five pounds)

2.4 the provisions of paragraphs 2.2 and 2.3 shall continue to apply until the District Council is satisfied that the On-Site Open Space and On-Site SUDS have been provided to a satisfactory standard as certified by the District Council.

2.5 to maintain the On-Site Open Space and On-Site SUDS for a period of 12 months following the issue of the certificate pursuant to paragraph 2.4 above and, in

respect of the On-Site Open Space, if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary and in the case of any tree shrub or any other planted material the replacement should be the same size and species or such other size and species as may be agreed with the District Council.

2.6 at the end of the maintenance period referred to in paragraph 2.5 to serve written notice on the District Council that the 12 month period for maintenance has expired and subject to the District Council being reasonably satisfied on an inspection that the On-Site Open Space and On-Site SUDS have been satisfactorily carried out and maintained in accordance with the On-Site Open Space and SUDS Scheme the District Council shall issue a certificate to such effect provided that if the District Council is not so satisfied the Owner shall remain responsible for the proper maintenance of the area of open space in question as the case may be and the maintenance period for such land shall be extended until such time as the District Council certifies in writing that any outstanding work has been completed or the defects have been remedied as the case may be.

2.7 Following the issue of the certificate pursuant to paragraph 2.6, the Owner shall transfer the On-Site Open Space and On-Site SUDS to the Management Company (in accordance with the provisions in Schedule 3 hereto) on terms that ensure that the public shall continue to have access to the On-Site Open Space as set out in the approved On-Site Open Space and SUDS Scheme AND FOR THE AVOIDANCE OF DOUBT the Owner shall maintain the On-Site Open Space and On Site SUDS in accordance with the On-Site Open Space and SUDS Scheme and in a clean and tidy condition until the transfer to the Management Company has been completed.

### **Part 3 – Financial Contributions**

1. The Owner covenants with the District Council to pay to the District Council the following contributions in accordance with the following timescales:

#### **Healthcare Contribution**

1.1 the Healthcare Contribution on Commencement of Development.

1.2 not to Commence Development unless and until it has paid the Healthcare Contribution to the District Council.

#### **Biodiversity Contribution**

1.3 the Biodiversity Contribution on Commencement of Development.

- 1.4 not to Commence Development unless and until the Biodiversity Contribution has been paid to the District Council.

**POS Contribution**

- 1.5 the POS Contribution as follows:

1.5.1 50% prior to the Commencement of the Development;

1.5.2 the remaining 50% prior to Occupation of the 50% of the Dwellings.

- 1.6 not to Commence Development unless and until 50% of the POS Contribution has been paid to the District Council.

- 1.7 not to permit or suffer the Occupation of more than 49% of the Dwellings unless and until it has paid the remaining POS Contribution to the District Council.

**Education Contribution**

- 1.8 the Education Contribution as follows:

1.8.1 50% prior to the Commencement of the Development;

1.8.2 the remaining 50% prior to Occupation of the 50% of the Dwellings.

- 1.9 not to Commence Development unless and until 50% of the Education Contribution has been paid to the District Council.

- 1.10 not to permit or suffer the Occupation of more than 49% of the Dwellings unless and until it has paid the remaining Education Contribution to the District Council..

**District Council's Legal Costs**

- 1.11 to pay the District Council's reasonable legal costs in respect of the preparation of this Agreement on its execution.

**Monitoring Contribution**

- 1.12 the Monitoring Contribution prior to the completion of this Agreement.

**Bus Service Infrastructure Contribution**

- 1.13 the Bus Service Contribution prior to first Occupation of the first Dwelling.

- 1.14 not to permit or suffer first Occupation of the first Dwelling unless and until it has paid the Bus Stop Contribution to the District Council.

**CCTV Contribution**

- 1.15 the CCTV Contribution prior to Commencement of Development.

- 1.16 not to Commence Development unless and until the CCTV Contribution has been paid to the District Council.

**Part 4 – Travel Plan**

The Owner covenants with the District Council:

- 1.17 to implement in full the Travel Plan from the date of first Occupation of the Development and shall continue to implement and comply with the Travel Plan throughout the lifetime of the Development
- 1.18 to pay to the District Council the Travel Plan Monitoring Contribution prior to first Occupation of the first Dwelling;
- 1.19 not to permit or suffer first Occupation of the first Dwelling unless and until it has paid the Travel Plan Monitoring Contribution to the District Council

**Part 5 - General**

- 1.20 The Owner covenants to give the District Council not less than 21 (twenty one) days prior written notice of:
- 1.20.1 the Commencement of Development;
  - 1.20.2 Occupation of the first (1st) Dwelling;
  - 1.20.3 Practical Completion of 50% of the Dwellings;
  - 1.20.4 Occupation of 50% of the Dwellings.
- 1.21 To give the District Council written notice upon:
- 1.21.1 Occupation of 50% of the Market Dwellings; and
  - 1.21.2 Occupation of 80% of the Market Dwellings.

## SCHEDULE 2

### DISTRICT COUNCIL'S COVENANTS TO THE OWNER

1. The District Council covenants with the Owner as follows:

#### Part 1 – Affordable Housing

- 1.1 In the event that a Subsequent Owner pays to the District Council any sum under paragraph 13 of Part 1 of Schedule 1 the District Council shall use such sum solely for the provision of Affordable Housing within the District of Ashfield and for no other purpose whatever

#### Part 2 – Financial Contributions

##### Healthcare Contribution

- 1.2 To pass to the Healthcare Authority the Healthcare Contribution following receipt of written confirmation from the Healthcare Authority that:
  - 1.2.1 Such monies shall be used solely for the enhancement of capacity and/or infrastructure in local practices and for no other purpose whatsoever; and
  - 1.2.2 If all or any part of the monies shall remain unexpended after the period of seven years from the date of payment by the Owner to the District Council it shall following receipt of a request from the District Council or the Owner repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.
- 1.3 To forward to the Owner any monies received from the Healthcare Authority pursuant to paragraph 1.2.2 above.

##### Bus Service Infrastructure Contribution

- 1.4 To pass to the County Council (in its capacity as the Highways Authority) each of the Bus Service Infrastructure Contribution following receipt of written confirmation from the County Council (in its capacity as the Highways Authority) that:
  - 1.4.1 Such monies shall be used solely for the purposes stated in this agreement and for no other purpose whatsoever; and
  - 1.4.2 If all or any part of the monies shall remain unexpended after the period of seven years from the date of receipt by the County Council of the payment by the Owner to the District Council it shall following receipt of a request from the District Council or the Owner repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.

- 1.5 To forward to the Owner any monies received from the County Council (in its capacity as Highways Authority) pursuant to paragraph 1.4.2 above.

**Education Contribution**

- 1.6 To pass to the County Council (in its capacity as education authority) the Education Contribution following receipt of written confirmation from the County Council that:

1.6.1 Such monies shall be used solely for the purposes stated in this agreement and for no other purpose whatsoever; and

1.6.2 If all or any part of the monies shall remain unexpended after the period of seven years from the date of receipt by the County Council of the payment by the Owner to the District Council it shall following receipt of a request from the District Council or the Owner repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.

- 1.7 To forward to the Owner any monies received from the County Council (in its capacity as education authority) pursuant to paragraph 1.6.2 above.

**Biodiversity Contribution**

- 1.8 To use the Biodiversity Contribution solely for the purposes set out in this Agreement and for no other purpose whatsoever.

- 1.9 If all or any part of the monies shall remain unexpended after the period of seven years from the date of payment by the Owner to the District Council it shall following receipt of a request from the Owner repay such unexpended monies to the Owner together with interest thereon calculated from the date of payment to the date of repayment.

**CCTV Contribution**

- 1.10 To use the CCTV Contribution solely for the purposes set out in this Agreement and for no other purpose whatsoever.

- 1.11 If all or any part of the monies shall remain unexpended after the period of seven years from the date of payment by the Owner to the District Council it shall following receipt of a request from the Owner repay such unexpended monies to the Owner together with interest thereon calculated from the date of payment to the date of repayment.

**POS Contribution**

1.12 To use the POS Contribution solely for the purposes set out in this Agreement and for no other purpose whatsoever.

1.13 If all or any part of the monies shall remain unexpended after the period of seven years from the date of payment by the Owner to the District Council it shall following receipt of a request from the Owner repay such unexpended monies to the Owner together with interest thereon calculated from the date of payment to the date of repayment.

#### **Travel Plan Monitoring Contribution**

1.14 To pass to the County Council (in its capacity as Highways Authority) the Travel Plan Monitoring Contribution following receipt of written confirmation from the County Council that:

1.14.1 Such monies shall be used solely for the purposes stated in this agreement and for no other purpose whatsoever; and

1.14.2 If all or any part of the monies shall remain unexpended after the period of seven years from the date of receipt by the County Council of the payment by the Owner to the District Council it shall following receipt of a request from the District Council or the Owner repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.

#### **Part 3 - Monitoring**

1.15 Following receipt of a written request from the Owner to produce full details of the expenditure of all monies paid pursuant to paragraph 1.12 of Part 3 to Schedule 1 of this Agreement.

## SCHEDULE 3

### INDEXATION PROVISIONS

1. In this Schedule:

- "Base Index Date"** means the date of this Agreement
- "Base Index Figure"** the figure published in respect of the Index immediately prior to the Base Index Date
- "Final Index Figure"** the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the relevant contribution is paid
- "Index"** the Retail Prices Index ("RPI") as published by the Office for National Statistics or any successor body or such other index as shall be agreed between the Owner and the District Council

2. The relevant contribution shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:

$$\text{Increased Sum} = \frac{A \times C}{B}$$

where:

- 2.1 "A" equals the relevant contribution;
- 2.2 "B" equals the Base Index Figure; and
- 2.3 "C" equals the Final Index Figure.

3. If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made.

4. If any substitution for the said Index or any index previously substituted therefore shall occur, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the RPI or any index previously substituted therefore on the other hand.

## **SCHEDULE 4**

### **TRANSFER OF ON-SITE OPEN SPACE**

#### **1. GENERAL**

The following provisions shall apply to all transfers of On-Site Open Space pursuant to this Agreement ("the Transfer") AND FOR THE AVOIDANCE OF DOUBT the transfer of the On-Site Open Space may be in the form of more than one transfer and reference in this Schedule to "the Transfer" shall mean any one of those transfers.

1.1 The Transfer shall be in accordance with the Law Society's Standard Conditions of Sale (5<sup>th</sup> Edition) "Standard Conditions" in so far as they are not inconsistent with the terms of this Agreement.

1.2 Standard Conditions 2.1, 2.2, 2.3, 4.3, 5.2 and 6.1 shall not apply to the Transfer.

1.3 The Transferor granting all reasonable easements and rights to allow the development and use of the land for the purposes specified in this Agreement.

1.4 The Transferor making such reservations of rights as are reasonable in favour of the remainder of the Development including but not limited to

1.4.1 rights of way;

1.4.2 rights of way to carry out work on the On-Site Open Space;

1.4.3 the right to lay, retain, maintain, repair, alter, renew, remove and use new services; and

1.4.4 the right to develop the remainder of the Development even if the passage of light and air to the land transferred is affected.

1.5 The inclusion of a covenant on the part of the Transferee providing that the Transferee shall not suffer or permit to be done any act or thing which may be or become a nuisance to the Owner or occupiers of the remainder of the Development.

1.6 No unduly restrictive or burdensome covenant or clause being imposed upon the Transferee in addition to the provisions contained in this Schedule.

1.7 The land will be transferred subject to:

(a) all local land charges;

(b) all notices served and orders, demands, proposals or requirements made by any local or any public authority after the date of this Agreement;

- (c) all actual or proposed orders, directions, notices, charges, restrictions, conditions, agreements and other matters arising under any statute affecting the land;
- (d) all rights of way, drainage, watercourses, light or other easements, or quasi or reputed easements, and rights of adjoining Owner affecting the land, and all liability to repair or covenants to repair paths, ways, passages, fences, and other like matters; and
- (e) any interests overriding the title to the land.

1.8 An indemnity from the Transferee to observe and perform the covenants affecting the title to the land as at the date of the Transfer will be included in the Transfer.

1.9 The following restrictive covenants will be included in the Transfer for the benefit of the Owner of retained land (being the remainder of the Development) : -

- (a) restriction preventing use of the On-Site Open Space for any purpose other than public open space;
- (b) not to be used for a trade or business;
- (c) not to be used for residential purposes;
- (d) to keep land in good repair and condition;
- (e) not to obstruct public highway;
- (f) to keep and properly maintain the boundaries in good repair and condition;
- (g) to properly keep and maintain any landscaping;
- (h) to keep and maintain the land in a clean and tidy condition;
- (i) not to cause or knowingly permit any nuisance on the land;
- (j) on any transfer of the On Site Open Space or any part thereof to procure that any transferee shall simultaneously enter into a direct covenant with the owner/developer or the whole or relevant parts of the retained land to observe and perform these covenants; and
- (k) not to erect any buildings or other erections except buildings or other erections which are ancillary to the purpose for which the land is transferred.

**APPENDIX 1**

**Travel Plan**

IBA PLANNING  
LAND AT FISHER CLOSE, SUTTON-IN-ASHFIELD, NOTTINGHAMSHIRE  
TRAVEL PLAN

ADC Infrastructure Limited  
Suite 3a, King Edward Court  
King Edward Street  
Nottingham  
NG1 1EW  
tel 0115 941 4817

[www.ADCinfrastructure.com](http://www.ADCinfrastructure.com)

project number: ADC1017			report reference: ADC1017-RP-C
version	date	author	comments
5	15/02/2021	David Hobday	revised in response to NCC comments
6	10/06/2021	David Cummins	Revised following NCC comments 13/05/2021

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## EXECUTIVE SUMMARY

IBA Planning, agent to the applicant, commissioned ADC Infrastructure to support an outline planning application for a residential development on land to the west of Fisher Close, on the northern edge of Sutton-in-Ashfield in Nottinghamshire. Ashfield District Council (ADC) are the local planning authority and Nottinghamshire County Council (NCC) are the local highway authority.

The planning application is supported by a Transport Assessment that examines the impact of the development on the local transport infrastructure. This report is the Travel Plan, and draws on the findings in the Transport Assessment.

According to the National Planning Practice Guidance:

*“Travel Plans are long-term management strategies for integrating proposals for sustainable travel into the planning process. They are based on evidence of the anticipated transport impacts of development and set measures to promote and encourage sustainable travel (such as promoting walking and cycling). They should not, however, be used as an excuse for unfairly penalising drivers and cutting provision for cars in a way that is unsustainable and could have negative impacts on the surrounding streets.*

*Travel Plans should where possible, be considered in parallel to development proposals and readily integrated into the design and occupation of the new site rather than retrofitted after occupation.”*

The development would be accessible by sustainable modes of travel, proportionate to the scale and location of the development. There are footways along both sides of Fisher Close, and the B6028 Stoneyford Road, providing access to local services and amenities including the Quarrydale Academy. There are four bus stops located within 400m walking distance of the centre of the site. The proposed development is well located for public transport access, with services along the B6028 Stoneyford Road approximately twice an hour linking the site with Sutton-in-Ashfield Town Centre, Mansfield and Nottingham, as well as surrounding villages.

The following targets are proposed:

- Target 1 - All the development's residents will be aware of the Travel Plan.
- Target 2 - The opportunities and benefits of sustainable travel will be promoted, with the aim to achieve a 10% reduction in the residents' single occupancy vehicle car driver modal share, by the end of the five year post occupation monitoring period.

Various measures and incentives are proposed to achieve these targets, including the appointment of a Travel Plan Co-ordinator to implement and monitor the Travel Plan process, and the provision of travel information via travel welcome packs.

A monitoring regime is proposed to ensure that the Travel Plan achieves the objective and targets, including annual travel surveys and the preparation of annual monitoring reports. The monitoring period will run from first occupation until a point 5 years following 50% of the total site being occupied.

## 1.0 INTRODUCTION

- 1.1 IBA Planning commissioned ADC Infrastructure to produce a Transport Assessment and Travel Plan in support of an outline planning application for a development of on land to the west of Fisher Close, in Sutton-in-Ashfield, Nottinghamshire. As an outline application, the number of dwellings is not yet fixed, however for the purposes of this report the indicative number of houses shown on the illustrative layout plan, which is 86, has been used to form the basis of the assessment. Ashfield District Council (ADC) are the Local Planning Authority, and Nottinghamshire County Council (NCC) are the Local Highway Authority.
- 1.2 The proposed development site is currently undeveloped grazing land and is situated immediately to the west of an estate of 77 dwellings, centred around Fisher Close.
- 1.3 NCC's guidance requires a Travel Plan to support the planning application. According to the National Planning Practice Guidance:

*"Travel Plans are long-term management strategies for integrating proposals for sustainable travel into the planning process. They are based on evidence of the anticipated transport impacts of development and set measures to promote and encourage sustainable travel (such as promoting walking and cycling). They should not, however, be used as an excuse for unfairly penalising drivers and cutting provision for cars in a way that is unsustainable and could have negative impacts on the surrounding streets.*

*Travel Plans should where possible, be considered in parallel to development proposals and readily integrated into the design and occupation of the new site rather than retrofitted after occupation."*
- 1.4 A Travel Plan is a living document that sets out ways to reduce the number of vehicle trips generated by a site. It involves the development of agreed targets and outcomes which are linked to an appropriate package of measures aimed at encouraging the use of more sustainable travel modes, whilst also reducing both the need to travel, and single occupancy car use, for all trips to and from the development. The Travel Plan process also includes continuous monitoring, review, and refinement over time, as travel survey data is collected to determine trends in travel patterns.
- 1.5 This Travel Plan includes all the necessary contents and predominantly focuses on providing information on the opportunities for travel to and from the site by sustainable modes, to empower residents and visitors alike to take ownership and make informed decisions about their travel choices.

## 2.0 OBJECTIVE AND BENEFITS

### Objective

- 2.1 The overall objective of this Travel Plan is to minimise the number of new car trips generated by residents and visitors travelling to and from the proposed residential development, by promoting and supporting the use of alternative modes of travel (walking, cycling, public transport and car sharing).

### Benefits and outcomes

- 2.2 *Making Residential Travel Plans Work*<sup>1</sup> details potential local benefits that can be achieved when a Travel Plan is designed into a residential development from the beginning. Some of the potential benefits that this Travel Plan will provide for the residents and visitors are listed below:
- a focused approach to influence the travel behaviour of residents and visitors;
  - the introduction of safe and viable alternatives to single-occupancy car travel, increasing the choice of travel modes to the site, reducing the number of vehicle trips, and reducing vehicle mileage;
  - increased awareness of the potential for, and advantages of, travelling by sustainable modes of travel, including walking, cycling, public transport, and car sharing;
  - increased awareness of the social, environmental, and economic costs of individual travel choices;
  - a positive change in attitudes towards the use of alternative travel modes;
  - provision of practical information on how to travel by more sustainable transport modes, with integration between different transport modes;
  - provision of practical initiatives, based on regular appraisal of resident's travel patterns; and
  - improved accessibility, safety, and security for people travelling to, from, and within the site, particularly vulnerable road users, such as children, the elderly, and disabled.
- 2.3 In addition to these benefits, in line with the *Delivering Travel Plans through the Planning Process – Good Practice Guidelines*, and the *Making Residential Travel Plans Work*, the Travel Plan will also seek the following outcomes:
- reduction in the overall need for travel to and from the site;
  - reduction in the need for car use, with associated benefits in terms of reduced traffic, congestion, air pollution, and accidents;
  - generation of only the minimum number of car movements to and from the development;
  - more attractive environments;
  - supporting the viability of local public transport services and helping reduce social exclusion;
  - increased usage and safety of neighbourhood cycling and walking routes;
  - opportunities provided to build healthy exercise into daily life;
  - represent good practice and provide an educational tool to help change perceptions about the convenience and benefits of not using the car where alternatives exist; and
  - increased marketability of the development as more households seek to change their travel behaviour.

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<sup>1</sup> Making residential Travel Plans work: good practice guidelines for new development, Department for Transport, September 2005

### 3.0 EXISTING CONDITIONS

#### Site location and existing use

3.1 The proposed development site is on the northern edge of Sutton-in-Ashfield, approximately 2km north of the town centre, 5km west of Mansfield and 20km north of Nottingham. The site is adjacent to an existing residential development surrounding Fisher Close. **Figure 1** shows the general site location.

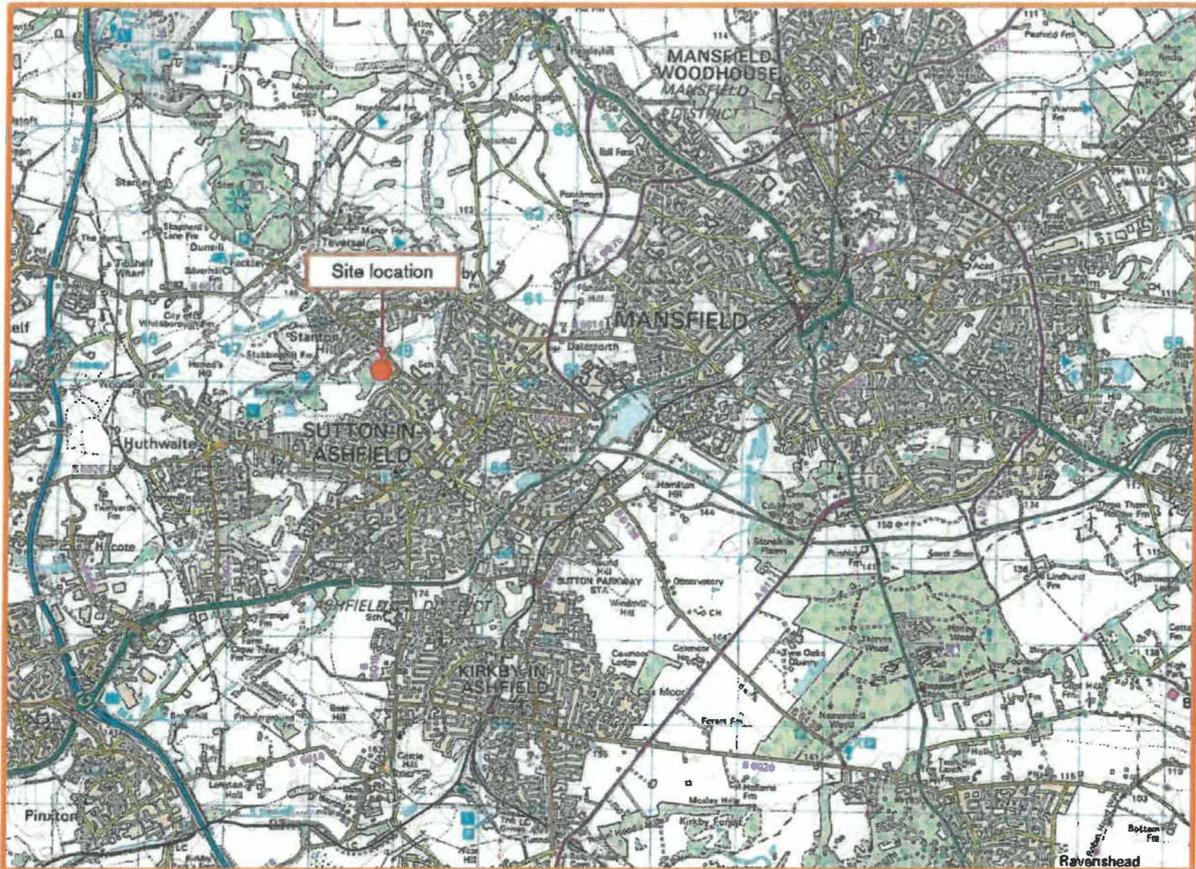


Figure 1: General site location

- 3.2 The site is bordered by open land and woodland to the north, existing residential development to the northeast, Brierly Forest Park to the west and residential dwellings to the south and east.
- 3.3 The existing site comprises undeveloped grazing land, with associated paddocks and stables.



Figure 2: Detailed site location

### Highway network

- 3.4 Access to the site is proposed to be via an extension of Fisher Close. Fisher Close is an unclassified residential road and cul-de-sac serving an estate of 77 houses, that in turn takes access from Stoneyford Road via a priority-controlled T-junction. Fisher Close has a 5.5m wide carriageway with footways on both sides and currently terminates at the estate's western boundary.
- 3.5 The B6028 Stoneyford Road is aligned in a northeast to southwest direction, primarily residential in character and is an arterial route between the centre of Sutton-in-Ashfield and the neighbouring village of Stanton Hill. As it passes the junction with Fisher Close, Stoneyford Road is governed by a 30mph speed limit and has traffic calming infrastructure and a signalised pedestrian crossing due to the presence of Quarrydale Academy, which is approximately 300m to the southeast of the Fisher Close T-junction.
- 3.6 Approximately 150m to the southeast of the B6028 Stoneyford Road/Fisher Close T-junction, the B6028 Stoneyford Road meets Carsic Road at a priority-controlled T-junction. Carsic Road provides an access into the residential areas to the south of the development site, as well as an alternative route to Huthwaite, avoiding the centre of Sutton-in-Ashfield.
- 3.7 A further kilometre southeast of the B6028 Stoneyford Road/Carsic Road junction, the B6028 meets the B6023 and Downing Street via a signal-controlled crossroads. The B6023 Mansfield runs south from the junction into Sutton-in-Ashfield town centre, and northeast towards the A38 and Kings Mill hospital. Downing Street runs south from the crossroads meeting Outram Street via a priority-controlled crossroads.

### Opportunities for pedestrian travel

- 3.8 *Guidelines for Providing for Journeys on Foot*<sup>2</sup> describe acceptable walking distances for pedestrians without mobility impairment. They suggest that for commuters and school pupils, up to 500 metres is the desirable walking distance, up to 1 km is an acceptable walking distance, and up to 2km is the preferred maximum walking distance.
- 3.9 **Figure 3** shows the pedestrian catchment area based on a 2km walking distance from the centre of the site, via footways along the highway network and traffic free public footpaths. As shown, the pedestrian catchment area covers local facilities and amenities within Sutton-in-Ashfield, as well as the neighbouring villages of Stanton Hill and Skegby.
- 3.10 The development would be within 2km walking distance of St Mary Magdalene CofE Primary School, Mapplewells Primary School, Leamington Primary and Nursey Academy and Dalestorth Primary School, and Quarrydale Secondary Academy. There are three medical practices and one dental practice within 2km of the proposed development, as well as four pharmacies. Kings Mill Hospital situated approximately 2.5km to the east of the site.
- 3.11 Sutton-in-Ashfield Town Centre is approximately 1.6km south of the proposed development, placing numerous retail, leisure and employment opportunities within acceptable walking distance for potential residents



Figure 3: 2km pedestrian catchment area

<sup>2</sup> Guidelines for Providing for Journeys on Foot, Institution of Highways and Transportation, 2000

3.12 Fisher Close has footways on both sides of the carriageway, with street lighting connecting the proposed development site to the wider footway network along the B6028 Stoneyford Road and within Sutton-in-Ashfield. There are signal controlled pedestrian crossing facilities on both the northern and eastern arms of the B60028 Stoneyford Road/B6023/Downing Street crossroads, providing pedestrian connectivity with Sutton-in-Ashfield town centre.

3.13 There are three Public Rights of Way in the immediate vicinity of the site, shown on **Figure 4** below. The site is located on the western boundary of the Brierly country park, which has a number of leisure trails, both for walkers and cyclists.

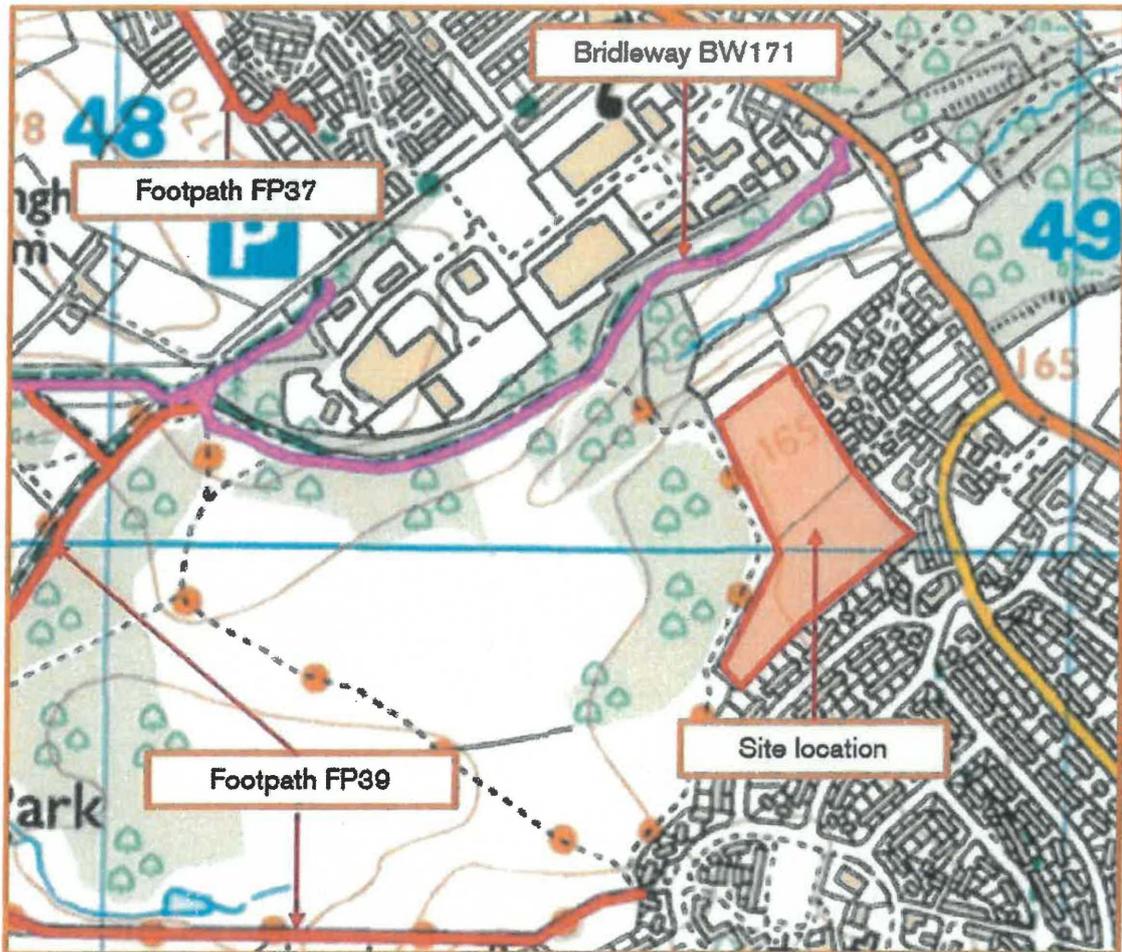


Figure 4: public rights of way (fuchsia line= bridleway, red line= footpath)

#### Opportunities for cycle travel

3.14 Guidance suggests that cyclists are typically prepared to cycle up to 5km for non-leisure journeys, such as those to school or work, however many cyclists will travel significantly further if highway conditions and topography are favourable. **Figure 5** shows the cycle catchment area based on a 5km distance from the centre of the site.

3.15 As shown in **Figure 5**, the cycle catchment area includes Sutton-in-Ashfield, Kirkby-in-Ashfield and eastern districts of Mansfield. Mansfield town centre is approximately 5.5km from the proposed development, placing it within reach of many commuter cyclists.

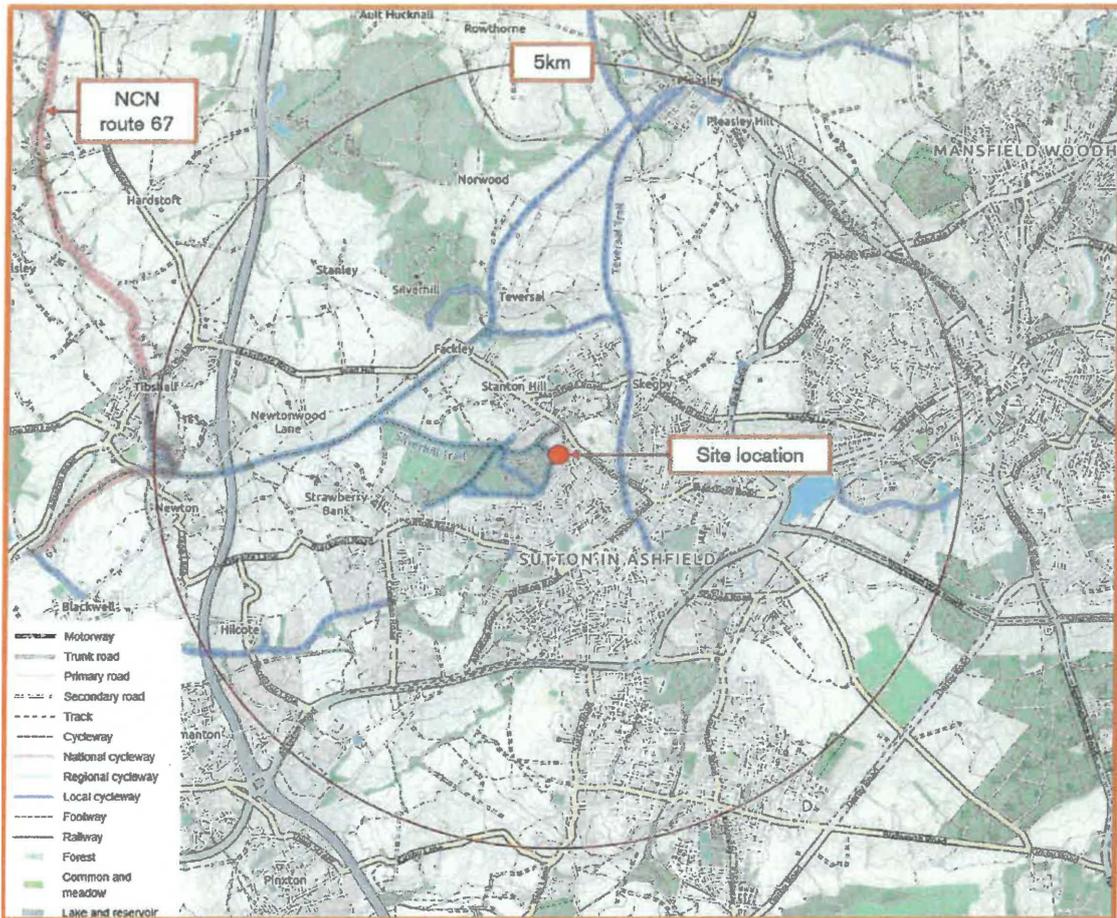


Figure 5: Cycle catchment area

3.16 There are, therefore, a significant number of employment, educational and leisure sites within an acceptable cycling distance of the site for most people. **Figure 5** also shows the cycle infrastructure across the 5km catchment from the site, including the Teversal, Silverhill and Blackwell Trails which provide a network of off-carriageway cycle routes. These routes are primarily used by leisure cyclists across the Ashfield and north Mansfield area, and link to the Sustrans National Cycle Network route 67 at Tibshelf, approximately 4.5km east of the proposed development.

3.17 In the more immediate vicinity of the proposed development, **Figure 6** shows an excerpt from Nottinghamshire County Council's Ashfield Cycle map. The B6028 Stoneyford Road is considered to be a 'road with heavy traffic', which may prove intimidating for less experienced cyclists, however Carsic Road, which runs south from its junction with the B6028 Stoneyford Road, experiences lighter volumes of traffic, has traffic calming measures and provides an alternative access to the proposed development. As discussed in section 3, the development masterplan proposes a desiccated pedestrian/cycle link directly onto Carsic Road, from the southern boundary of the site thus potentially bypassing the need for cyclists to use the B6028 Stoneyford Road

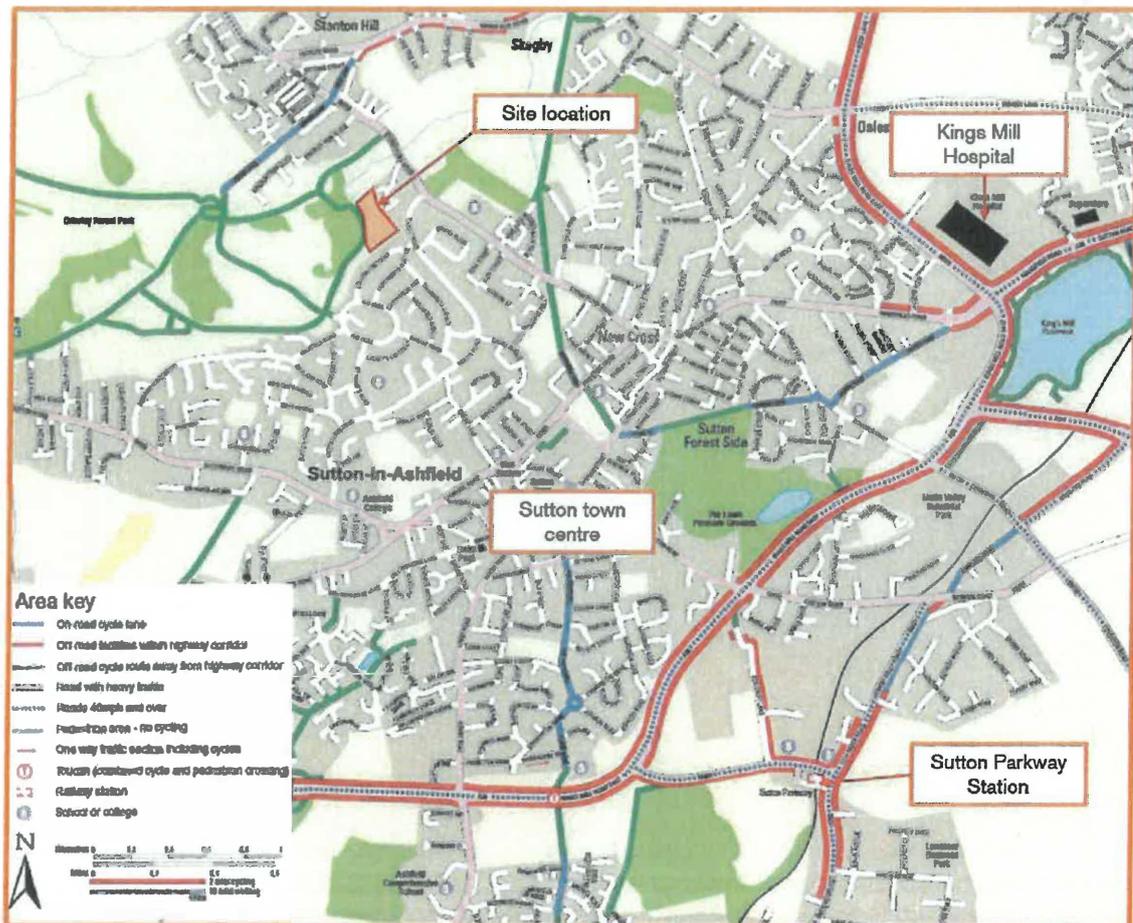


Figure 6: Excerpt from NCC local cycle route map

### Opportunities for travel by public transport

- 3.18 The nearest bus stops to the site are located on the B6028 Stoneyford Road approximately 115m to the southeast of the B6028 Stoneyford Road/Fisher Close T-junction. (**Figure 7**). The northwest bound bus stop has a shelter with a flag and pole arrangement and a timetable but no real-time information, whilst the southeast bound consist of a flag and pole. These stops are approximately 400m walking distance from the centre of the proposed development, and within 600m of the whole site.
- 3.19 There are additional stops to the south of the proposed development on Carsic Road, and Northwood Road. These stops are currently approximately 800m from the centre of the development via the existing footway network, however the illustrative site masterplan incorporates a pedestrian connection through the southern boundary of the site, linking to Stanton Crescent. This significantly reduces the distance to the stops, placing them approximately 200m from the centre of the site.
- 3.20 **Figure 7** shows the bus services operating at the stops described above. The services are summarised below:
- The 141 service, operated by Trent Barton runs between Nottingham and Sutton-in-Ashfield every hour from Monday to Saturday, between 06:25 and 17:25.
  - The 417 service operated by NCT buses as a 'Nottsconnect' service serves the southeast bound bus stop and performs a circular loop of eastern Sutton-in-Ashfield including the villages of Skegby and Stanton Hill commencing and terminating at Sutton-in-Ashfield Bus station. The service operates hourly between 10:25 and 14:25 Monday-Friday

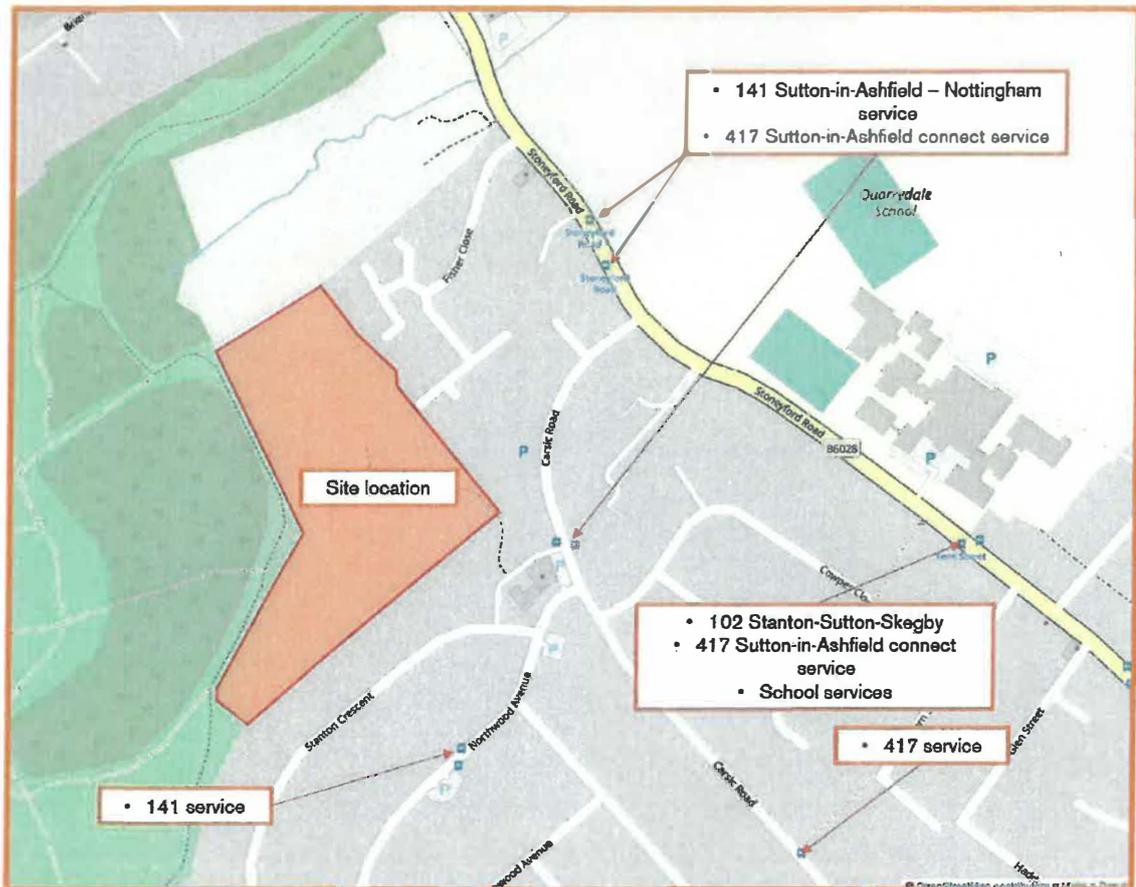


Figure 7: Local bus services

- 3.21 The nearest mainline railway station to the proposed development is in Sutton Parkway which is located approximately 3km to the south east of the proposed development site. The station is located on the Worksop-Nottingham 'Robin Hood' Line and services are operated by the East Midlands Railway. There is an hourly service in either direction, with services to Nottingham timetabled as taking 26 minutes, and services to Mansfield timetabled as taking 6 minutes.
- 3.22 Sutton Parkway station has 20 covered cycle parking spaces, and an adjacent car park managed by NCP, as well as a sort stay and drop off area, making it ideal for multi modal commuting.

## 4 PROPOSED DEVELOPMENT

### Development proposals

- 4.1 The development comprises 86 residential dwellings with associated parking. An extract of the illustrative development layout is shown in **Figure 8** below.

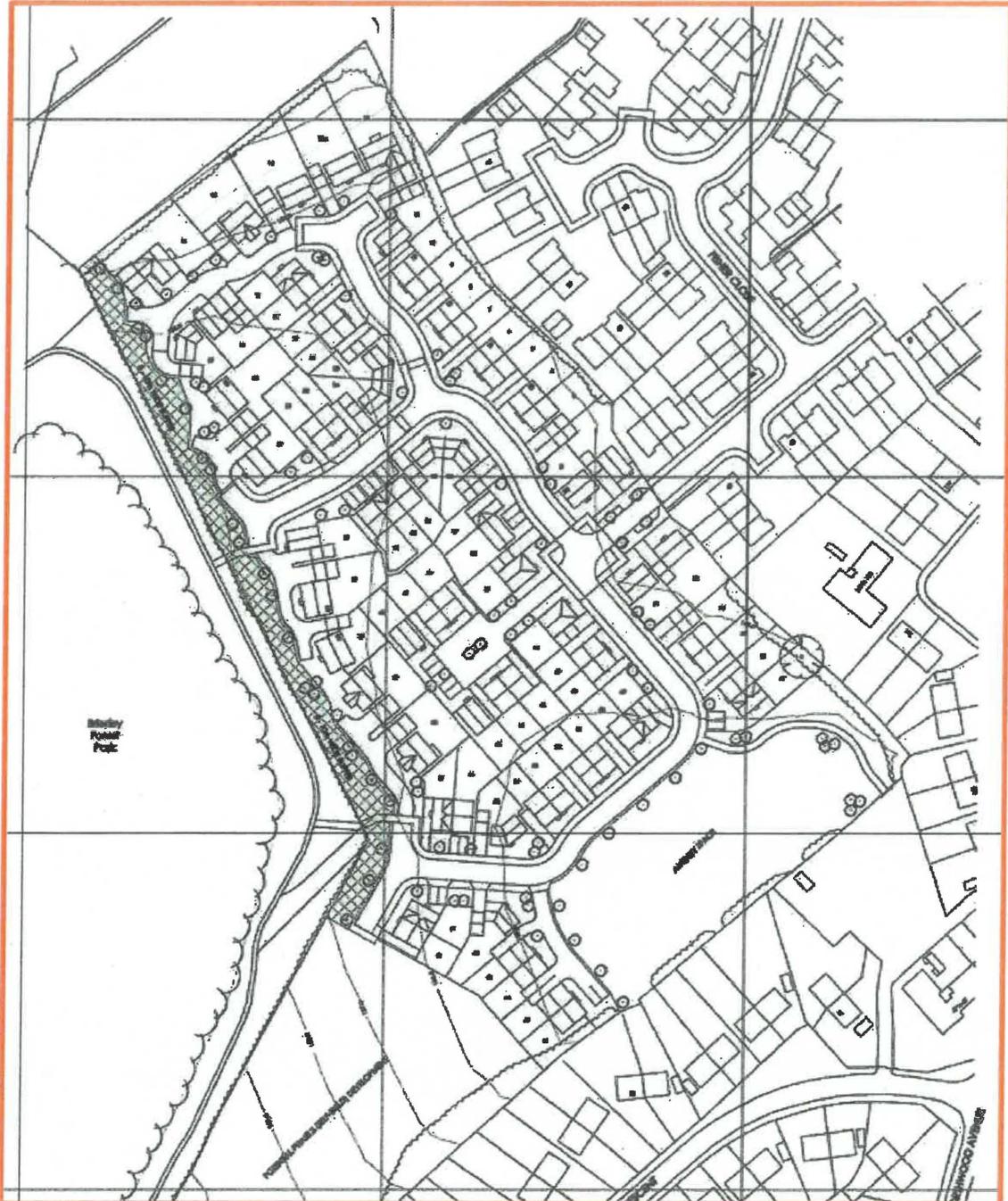


Figure 8: Proposed development plan

### Car parking and cycle parking

- 4.2 The residential car parking spaces will be provided in line with the NCC car parking standards, to avoid the development leading to on-street parking both within the site and on the local highway network.

- 4.3 Space for secure cycle parking will be provided within the garages associated with each dwelling.

#### **Sustainable travel infrastructure**

- 4.4 To facilitate pedestrian trips, the development will provide 2m footways on both sides of the site access carriageway to connect with the footway network within the existing Fisher Close development, which in turn provide a link to the existing external footway network. It is intended to provide pedestrian only access on the southern boundary of the site, providing a link to the existing footway network on Stanton Lane and Carsic Road.
- 4.5 Cyclists will be encouraged to cycle on the carriageways throughout the development, and it is not necessary to provide designated cycle lanes.

## 5.0 MODAL SHARE AND TARGETS

### Modal share

- 5.1 As the development is not yet operational, no surveys have been carried out to determine the baseline modal split for the development. As an outline application, the number of dwellings is not yet fixed, however based on the layout masterplan, showing 86 dwellings, the Transport Assessment identified that the proposed development would generate the peak hour vehicle trip rates (per dwelling) and traffic generation shown in the table below.

traffic generation		arrive	depart	two-way
trip rates (per dwelling)	AM peak hour	0.148	0.536	0.679
	PM peak hour	0.434	0.217	0.651
vehicle trips (86 dwellings)	AM peak hour	13	46	59
	PM peak hour	37	19	56

- 5.2 The Transport Assessment identified that the proposed residential development would generate the modal split and person trip generation shown in the table below. These figures do not take in to account the effects of this Travel Plan.

	on foot	bicycle	bus	train	m/cycle	car driver	passenger	taxi
	15.4%	2.5%	7.4%	0.4%	0.9%	64.4%	7.9%	0.8%
AM peak hour	14	2	7	0	1	59	7	1
PM peak hour	14	2	7	0	1	56	7	1

### Targets

- 5.3 There is significant evidence to suggest that Travel Plans, and the promotion of sustainable travel modes, have a significant impact on the modal split of a development and the proportion of car trips.
- 5.4 Section Four of *Guidance on the Assessment of Travel Plans* (DfT, December 2005) is entitled *Developing credible Travel Plan targets*. Paragraph 4.4 then states that once the baseline modal split has been established, i.e. the modal split that would occur if there was no Travel Plan in place, the next step is to establish how the Travel Plan could reduce car use. The Guidance notes that a strong relationship exists between the potential for changes to the modal split and the measures and incentives proposed in the Travel Plan, and therefore provides guidance on the setting of appropriate and realistic targets. The relationship is as follows:
- a plan containing only marketing and promotion is unlikely to achieve any modal shift
  - a plan with the above plus car sharing and cycle measures could achieve a 3% to 5% reduction in drive alone commuting
  - a plan with the above measures plus discounts on public transport, works buses, additional public transport links, could achieve around a 10% reduction
  - the combination of all the above measures plus disincentives to car use could achieve a 15% to 30% reduction in drive alone commuting.
- The Guidance notes that “*only in very exceptional cases will the reduction be greater than this*”.
- 5.5 A key finding from the more recent Sustainable Travel Towns programme was that car driver trips per resident of the three towns of Darlington, Peterborough, and Worcester together fell

by 9% between 2004 and 2008, following the implementation of a set of measures that aimed to reduce car use.<sup>3</sup>

- 5.6 In line with the above research, this Travel Plan adopts the following targets for the development:
- **Target 1** – Residents will be aware of the Travel Plan.
  - **Target 2** - The Travel Plan Coordinator will promote the opportunities and benefits of sustainable modes of travel, with the aim to achieve a 10% reduction in the single occupancy vehicle car driver modal share by the end of the monitoring period.
- 5.7 With regards to Target 1, at the time of the travel survey, three months post occupation, residents will be asked whether they are aware of the Travel Plan, its objectives, and how to contact their Travel Plan Co-ordinator.
- 5.8 With regards to Target 2, the 10% reduction in the single occupancy vehicle trips will be complimented by an increase in the proportion of walking, cycling, public transport and car sharing travel modes, and by a reduction in overall travel.
- 5.9 To quantify, a 10% reduction in the 64.4% single occupancy vehicle car driver modal share will equate to an 6.4% reduction, and thus a single occupancy car driver modal share of 57.1%.
- 5.10 In terms of vehicle trip generation, a 10% reduction in the number of single occupancy car trips will equate to the following maximum number of single occupancy car trips being generated by the 86 dwellings, calculated as follows:

	AM			PM		
	arrive	depart	2-way	arrive	depart	2-way
Vehicle trip generation from Section 5 (includes vehicles with passengers)	13	46	50	37	19	56
Total number of vehicles with passengers (modal split from Section 5.4)	1	4	5	3	2	5
Total number of single occupancy vehicles (excluding vehicles with passengers)	12	42	54	34	17	51
Total number of single occupancy vehicles with 10% reduction in place	11	38	49	31	15	46
Number of single occupancy drivers shifted	1	4	5	3	1	4

- 5.11 No targets will be changed without prior discussion with, and approval by, NCC

<sup>3</sup> *The Effects of Smarter Choice Programmes in the Sustainable Travel Towns* (DfT, March 2010)

## 6.0 MEASURES AND INCENTIVES

### Introduction

- 6.1 As determined in Section 3, the site is in a sustainable location, with opportunities for travel by foot, cycle and bus. Therefore the measures and incentives put in place to achieve this Travel Plan's targets can focus on promoting all modes.
- 6.2 As detailed in Section 1, the measures focus on providing residents with the appropriate information to allow them to take ownership and make informed decisions about their travel choices. This promotion will be undertaken in a sensitive manner, so that it is not viewed as oppressive by residents, but rather as a helpful, informative process that allows them to make informed decisions based on the benefits of each mode.

### Developer commitments

- 6.3 The following measures will be funded and implemented by the developer during the construction process and prior to occupation:
- A Travel Plan Co-ordinator will be appointed to co-ordinate the implementation and monitoring of the Travel Plan. The period in post will match that of the monitoring period set out in paragraph 7.4. The role will be undertaken by the sales team resident on site while houses are being sold, and thereafter by the office based sales team. The Travel Plan Co-ordinator will therefore be involved throughout the construction, marketing, sale/rent, and occupation processes.
  - The Travel Plan Co-ordinator will give a briefing to all other sales/marketing staff associated with the development. This will involve them explaining the Travel Plan and the travel opportunities at the development, so that they can also inform all potential residents about the Travel Plan process, and answer any questions that they may have. This will help to ensure that the residents are fully aware of the Travel Plan when they buy/rent the dwellings.
  - The Travel Plan will be promoted in the marketing and promotion of the development, on both the website and through sales literature. Alternative means of travel will be sold as an attractive benefit for new residents.
  - Provide funding for Travel Packs for each household, containing walking, cycling and public transport information, to promote the use of these modes, and where possible to reduce the need to travel. The Travel Packs will be compiled by the Travel Plan Co-ordinator, or purchased from NCC, prior to first occupation and be issued to residents on occupation. These Travel Packs will contain an overview of the site Travel Plan and its objectives.
  - Provide funding for a STARS for monitoring fee. This will allow the Travel Plan Co-ordinator to use their monitoring portal.
  - Taster bus tickets and/or cycle vouchers will be offered to residents as an incentive to travel more sustainably.
  - The site will provide notice boards in publicly available areas, such as the sales office, for all prospective buyers
  - An annual newsletter will be produced to update residents regarding progress of the Travel Plan.
  - An on-site repair and cycle training event will be hosted.

### Travel Plan Co-ordinator's role

- 6.4 The role of the Travel Plan Co-ordinator will be to:
- promote the Travel Plan to potential and confirmed residents
  - act as a point of contact for all residents and visitors requiring information

- represent the 'human face' of the Travel Plan, explaining its purpose and the opportunities on offer
  - take a key role in the monitoring and review of the Travel Plan.
- 6.5 The Travel Plan Co-ordinator will be responsible for introducing the Travel Plan to the residents. Full contact details of the Travel Plan Co-ordinator including their name, addresses (postal and email), and telephone number will be supplied to NCC as soon as they are appointed, and prior to commencement of development. NCC will be informed of any changes to the Travel Plan Co-ordinator's contact details. In the interim, the Travel Plan Co-ordinator will be:
- David Cummins  
ADC Infrastructure  
King Edward Court, King Edward Street, Nottingham, NG1 1EW  
David.Cummins@ADCInfrastructure.com  
Tel. 07968 021158
- 6.6 The Travel Plan Co-ordinator will also:
- liaise with sales and marketing staff regarding the Travel Plan, so that they can also promote it as a positive extra benefit for new residents
  - liaise with sales and marketing staff so that they are fully informed each time a dwelling is sold or rented, and when the new householder will move in, so that an induction session can be arranged.
- 6.7 With the aim of raising and maintaining awareness of the Travel Plan, each newly occupied home will receive an induction visit, at which the Travel Plan Co-ordinator will take the householders through the travel opportunities and explain the Travel Plan process.
- 6.8 The Travel Plan Co-ordinator will provide Travel Packs to residents upon occupation. These will be funded by the house builders and be produced by either the Travel Plan Co-ordinator or NCC, and contain the following.
- An overview of the Travel Plan, so that residents understand the travel planning process and what the site is seeking to achieve.
  - Promotional information on the benefits of walking, cycling, public transport use, and car sharing, and the social, environmental and economic costs of each mode.
  - A pedestrian route map to key destinations, such as local shops and schools, with distances and journey times.
  - A cycle route map to key destinations, with distances and journey times. The map will also show the location of any public cycle parking facilities.
  - Public transport information, including a bus route map, and the latest bus and rail timetables. The Travel Pack will also include details of the range of tickets available, and the costs of these tickets. Contact details where further information can be obtained, including website addresses will be included.
  - Contact details and a location map showing local car hire firms, and taxi companies, based on postcode information.
  - Information about the benefits of car sharing, and references to the excel spreadsheet on [www.cuttingyourcaruse.co.uk](http://www.cuttingyourcaruse.co.uk) which calculates how much an individual spends on motoring, and how much they would save by car sharing.
  - Details of NCC's car share scheme, [Nottinghamshare](http://Nottinghamshare), which is operated by Liftshare [www.liftshare.com](http://www.liftshare.com).
  - Contact details of local supermarkets and retail outlets that provide a home delivery service. This would result in a reduction in the need to travel.
  - Information about home working and home shopping.
  - Contact details of the Travel Plan Co-ordinator, and NCC's Travel Plan Officer.

- 6.9 To facilitate continued promotion and awareness raising, the Travel Plan Co-ordinator will also act as a point of contact for all residents and visitors requiring information.
- 6.10 Where residents enquire as to issues not within the control or knowledge of the Travel Plan Co-ordinator they will direct residents to contact NCC for further information and advice. Smarter Choices and Accessibility Team
- Travel Plan Officer  
Transport Planning and Programme Development Team  
Nottinghamshire County Council  
County Hall  
Loughborough Road  
West Bridgford  
Nottingham  
NG2 7QP.  
email: [transport.strategy@nottscc.gov.uk](mailto:transport.strategy@nottscc.gov.uk)  
telephone: 0300 500 80 80

### **Additional measures**

- 6.11 As discussed in the introduction to this report, a Travel Plan is a living document that is regularly reviewed and monitored. If the Travel Plan fails to achieve its targets within the initial monitoring period, at minimum, the life of the Travel Plan and Travel Plan Co-ordinator should be extended and a review of measures conducted. It may be necessary to introduce additional measures if required.
- 6.12 There are many ways that travel can be influenced, and the extent and number of additional measures will depend upon the results of the monitoring. The precise measures will be selected depending on the results of the travel surveys and what is deemed to be most effective. Some of the potential measures that will be required include:
- promotion of national events, such as national bike to work week and walk to work day
  - inducements to promote cycling, such as cycle purchase discounts, collective schemes for cycle insurance, cycle training services, etc
  - the provision of an individualised travel plan for any resident that requests one
  - the setting up of a Car Club
  - liaison with local schools and further education establishments, who are likely to have their own Travel Plan and travel plan co-ordinators, to encourage healthy journeys to and from school for children and families. As described above, school journeys can be a significant generator of traffic during peak periods and maximising the opportunities to work with local schools can bring about significant change and establish a sustainable travel culture for future generations.

## 7.0 IMPLEMENTATION AND MONITORING

- 7.1 This Travel Plan is not intended to be a static document, but is intended to be updated as required through its lifetime. The responsibility for the maintenance of the Travel Plan lies with the Travel Plan Co-ordinator. The Travel Plan Co-ordinator will undertake on-going monitoring and evaluation of site travel issues to review and develop the Travel Plan, and report back to NCC.
- 7.2 Most measures to reduce car use, and promote walking, cycling, public transport, and car sharing will be implemented during the construction process, or within one month of occupation. This will allow people to assess the potential to travel by alternative modes of travel, and allow a sustainable travel culture to emerge from the start.
- 7.3 To monitor the targets, a travel survey will be completed by each resident within three months of their occupation. The survey will be undertaken as part of a wider post-occupation survey process carried out by the housebuilders in which they gather feedback on the development from the new occupants.
- 7.4 The monitoring period will run from first occupation until a point 5 years following 50% of the total site being occupied. There should be a review and evaluation with NCC at 3 years to evaluate progress and ensure the Travel Plan is 'on-track'.
- 7.5 The surveys will be produced and issued by the Travel Plan Co-ordinator using the STARSfor system. A first Monitoring Report will be compiled by the Travel Plan Co-ordinator once 75% of the houses are occupied, and issued to NCC within two months, by collating all the responses received.
- 7.6 Any surveys must be seen and approved by NCC prior to issuing to residents.
- 7.7 The Monitoring Report will contain an analysis of the survey responses and determine the modal split for the development. It will describe the uptake of the measures and incentives proposed in this Travel Plan, and help identify any further measures that need to be investigated and proposed.
- 7.8 Follow up travel surveys would be conducted on an annual basis following a resident's occupation. The Travel Plan Co-ordinator would seek to gain a 100% response rate. The survey results will feed in to further Monitoring Reports that will be compiled on the annual anniversary of the first report until one year after the final dwelling is sold. The reports will be issued to NCC within two months of the anniversary.
- 7.9 The Monitoring Report will include:
- an introduction
  - the annual survey results including an analysis of trends against previous years
  - details of measures implemented throughout the year
  - an action plan of what is to happen the following year, including a marketing plan of how the initiatives will be promoted e.g. leaflets, newsletters, etc. with examples
  - up to date contact details for the TPC
  - appendices to contain any meeting notes, letters to residents, leaflets distributed, additional information, etc.
- 7.10 The Monitoring Reports and hence details of the survey results will be made available to the residents by the Travel Plan Co-ordinator to ensure they are aware of the progress being made.

- 7.11 Secondary monitoring will be undertaken, including monitoring the uptake of taster bus tickets, and cycle vouchers.
- 7.12 The developer will contact the TRICS consortium to undertake a traffic count at the site in years 1, 3, and 5 of the formal monitoring period - see <http://www.trics.org/contacts.html>
- 7.13 As the role of the Travel Plan Co-ordinator comes to an end, they should attempt to find an individual or individuals that are willing to take an active involvement in the ongoing Travel Plan once the formal monitoring period has ended and the developer has left the site. This could involve the setting of a steering group empowered with on-going community responsibility for sustainable travel, similar to a neighbourhood watch group. Representatives from NCC and the Parish Council would be invited to join.
- 7.14 Full contact details of the TCP will be supplied to NCC prior to the commencement of development.

**IN WITNESS** whereof the parties hereto have executed this Agreement as a Deed on the date first above written

**SIGNED** as a **DEED** by

**CAROL ROWE**

in the presence of:

Signature

[Redacted Signature]

Witness' Signature:

[Redacted Witness Signature]

Witness' Name: *Tamsin Mason-Rowe*

Witness' Address: *69 Water Lane, South Normanton,  
DE55 2EE*

**EXECUTED** as a **DEED** )  
by **ASHFIELD DISTRICT COUNCIL** )  
having affixed its common seal )  
to this deed in the presence of:- )



Chairman / Vice Chairman

[Redacted Signature]

Chief Executive / Deputy Chief Executive

[Redacted Signature]