

DATED

13th October

2014

GEDLING BOROUGH COUNCIL

AND

NOTTINGHAMSHIRE COUNTY COUNCIL

AND

JOHN JEREMY CUTTS
GEORGE NIGEL CUTTS
CHRISTOPHER ROBERT CUTTS
JAMES TIMOTHY CUTTS

AND

MICHAEL LANE
PETER LANE
PHILIP LANE

PLANNING OBLIGATION

under

Section 106 of the Town and Country Planning Act 1990

relating to

Land known as Cornwater Fields off Longdale Lane Ravenshead in the County of
Nottinghamshire

Marrons Shakespeares
1 Meridian South
Meridian Business Park
Leicester
LE19 1WY

Ref: PAW 906596.1

THIS AGREEMENT is made the *Thirteenth* day of *October* Two Thousand and Fourteen

BETWEEN

1. **THE GEDLING BOROUGH COUNCIL** of the Civic Centre Arnot Hill Park Arnold in the County of Nottingham ("the Council")
2. **THE NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall Loughborough Road West Bridgford Nottingham NG2 7QP ("the County Council")
3. **JOHN JEREMY CUTTS** of Woodland Cottage, Village Street, Edwalton, Nottingham, NG12 4AB, **GEORGE NIGEL CUTTS** of Normanton House, Normanton on the Wolds, Nottingham, NG12 5NN, **CHRISTOPHER ROBERT CUTTS** of 15 Coopers Yard, Newark-on-Trent, Nottinghamshire, NG24 7UH and **JAMES TIMOTHY CUTTS** of 11 Cole Lane, Ockbrook, Derby, DE72 3RD ("the First Owners")
4. **MICHAEL LANE** of 38 Oakwood Drive Ravenshead Nottinghamshire NG15 9DP **PETER LANE** of Shady Farm Cockshut Lane Somercotes Alfreton Derbyshire DE55 4NG and **PHILIP LANE** OF 275 Mansfield Road Skegby Sutton-in-Ashfield Nottinghamshire NG17 3AP ("the Second Owners")

WHEREAS

1. The First Owners are the freehold owners of the Green Land registered at HM Land Registry under title number NT266108 free from incumbrances that would prevent them from entering in to this Agreement
2. The Second Owners are the freehold owners of the Blue Land registered at HM Land Registry under title number NT160243 free from incumbrances that would prevent them from entering in to this Agreement
3. For the purposes of the Act the Council is the Local Planning Authority for the area within which the Site is situated
4. The County Council is the local highway authority and the local education authority for the area within which the Site is located and is a local planning authority

5. The obligations restrictions and provisions on the part of the Owners contained in this Agreement are planning obligations for the purposes of Section 106 of the Act and enforceable as such by the Council and the County Council
6. The Owners have made the Application to the Council for the Development
7. The Council has authorised that subject to the completion of this Agreement to make provision for regulating the Development as hereinafter specified the Permission should be granted

NOW THIS DEED WITNESSES as follows:-

1.

Enabling Powers

- 1.1. This Agreement is made pursuant to Section 106 of the Act and pursuant to Sections 111, 120 and 139 of the Local Government Act 1972 section 2 of the Local Government Act 2000 and all other enabling powers to the intent it shall bind (so far as provided by this Agreement) the Owners and the successors in title of the Owners to each and every part of the Site and their assigns
- 1.2. To the extent that the obligations contained herein fall within the terms of Section 106 of the Act they are planning obligations for the purpose of Section 106 of the Act and are enforceable by the Council and the County Council

Conditions Precedent

- 1.3. This Agreement is conditional upon the grant of the Permission, save for the provisions of Clauses 1.7, 1.8 and 6 which shall come into effect immediately upon completion of this Agreement
- 1.4. If the Permission shall expire within the meaning of Sections 91, 92 or 93 of the Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owners or their successors in title modified by any statutory procedure this Agreement shall cease to have effect and any monies paid to the Council or the County Council under the terms of this Agreement (save for any monies paid pursuant to clause 1.7) shall be returned to the party that made payment

Application of Agreement

- 1.5. Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission other than the Permission granted by the Council or by the Secretary of State on appeal or by reference to him or any other competent authority after the date of this Agreement

General

- 1.6. Where any consent approval or action is required on the part of the Council or the County Council in respect of any aspect of this Agreement then such consent approval or action shall not be unreasonably withheld or delayed by the Council or the County Council
- 1.7. The Owners will pay the Council's and the County Council's reasonable legal costs for the preparation and completion of this Agreement
- 1.8. In the event of the Owners disposing of their interest in the Site or any part thereof before all the obligations under this Deed have been discharged the Owners shall within twenty eight days of such disposal give written notice of the name and address of their successors to the Council together with sufficient details of the Land included in the disposal to allow its identification PROVIDED THAT this covenant will not apply to the disposal of individual newly constructed residential dwellings on the Development
- 1.9. This Agreement is a Local Land Charge and shall be registered as such
- 1.10. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

2. DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings

- 2.1 "the Act" means the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" means housing that will be made available to persons who cannot afford to rent or buy housing generally available on the open market in

- accordance with the Affordable Housing Guidance which may include Affordable Housing for Rent and/or Affordable Retirement Bungalows and/or Shared Ownership
- 2.3 "Affordable Housing for Rent" means rented housing provided by a Registered Provider that it is outside the national rent regime but it is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80% of local market rent
- 2.4 "the Affordable Housing Guidance" means the Council's December 2009 adopted Affordable Housing Supplementary Planning Document
- 2.5 "Affordable Housing Scheme" means a scheme to be submitted by the Owners to the Council before the issue of an approval pursuant to a Subsequent Application detailing the size, type and location of the Affordable Retirement Bungalows in accordance with the provisions of Schedule Two
- 2.6 "Affordable Retirement Bungalows" means dwellings on which all accommodation is at ground floor level which shall have two bedrooms which shall be constructed to Lifetime Homes Standards and shall only be Occupied by persons aged 55 or over which shall be Affordable Housing for Rent and which shall be managed by a Registered Provider
- 2.7 "the Application" means outline planning permission under Reference No 2013/0836 for the residential development of up to 70 dwellings and associated works on the Site
- 2.8 "the Blue Land" means the land shown coloured blue on the Plan
- 2.9 "Bungalows" means dwellings on which all accommodation is at ground floor level which shall each have not less than two bedrooms which shall be constructed to the Lifetime Homes Standards which shall only be Occupied by persons aged 55 or over in perpetuity which shall comprise not less than 30% of the Dwellings and which may include Affordable Retirement Bungalows
- 2.10 "Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or

advertisements and "Commence" and "Commenced" shall be interpreted accordingly

- 2.11 "the Development" means the development pursuant to the Application
- 2.12 "Dwelling" means any unit of residential accommodation authorised to be constructed as part of the Development and "Dwellings" shall be construed accordingly
- 2.13 "the Green Land" means the land shown coloured green on the Plan
- 2.14 "Lifetime Homes Standards" means the latest standards published by the Foundation for Lifetime Homes and Neighbourhoods or any replacement standards published from time to time
- 2.15 "Occupation" means beneficial occupation as a Dwelling and shall not include occupation for the purposes of fit out or marketing and "Occupy" and "Occupied" shall be construed accordingly
- 2.16 "Off-Site Affordable Housing Contribution" means the financial contribution payable in lieu of the provision of an Affordable Housing unit as part of the Development in accordance with the provisions of Schedule Two
- 2.17 "Offsite Highway Contribution" means £128,000 RPI Index Linked
- 2.18 "Offsite Highway Works" means the provision of a pedestrian refuge on Longdale Lane and the extension of a 2 metre wide footway along the south western frontage of the Site to the extent shown on drawing number CRN10522-100 Rev A appended to this Agreement at Annex 2
- 2.19 "Open Market Dwelling" means a Dwelling other than a unit of residential accommodation comprising Affordable Housing
- 2.20 "Open Space(s)" means the areas to be provided within the Development for recreation/amenity space purposes which are to be permanently maintained as open spaces to serve the Development including any equipped areas for play
- 2.21 "Open Space Guidance" means the Council's adopted guidance entitled "New Housing Development - Supplementary Planning Guidance for Open Space Provision" dated November 2001
- 2.22 "Open Space Maintenance Contribution" means the sum which shall be calculated in accordance with the Open Space Guidance in relation to those parts of the Open Spaces which are to be transferred to the Council and shall be RPI Index Linked from the date of approval of the Open Spaces Scheme to the date of payment

- 2.23 "Open Spaces Off Site Contribution" means the figure calculated in accordance with the Open Space Guidance as set out in the approved Open Spaces Scheme that may be payable in lieu of the provision of part of the provision of on site Open Space to be provided in accordance with the approved Open Spaces Scheme
- 2.24 "Open Spaces Scheme" means the scheme to be approved by the Council in writing pursuant to Schedule One
- 2.25 "the Owners" means the First Owners and the Second Owners
- 2.26 "the Permission" means the planning permission granted pursuant to the Application
- 2.27 "Plan" means the plan attached to this Agreement
- 2.28 "Primary Education Contribution" means such sum as shall be calculated as follows:

$$£11,455 \times 0.21 \times (D-B)$$
Where: D = total number of Dwellings to be built
B = total number of Bungalows to be built
PUBSEC Index Linked (or as varied pursuant to paragraph 1 of Schedule Three) as a contribution to the provision of new or enhanced primary educational facilities to accommodate the pupils generated by the Development at schools within a catchment area which includes Abbey Gates Primary School and/or Ravenshead Church of England Primary School
- 2.29 "PUBSEC Index Linked" means increased quarterly from the date of the agreement in accordance with Pubsec Tender Price Index as published and reviewed quarterly by the Department of Business Enterprise and Regulatory Reform
- 2.30 "Ravenshead Community Bus Service Contribution" such sum as shall be calculated using the following formula:

$$£128,000.00 - A - B = C$$
Where: A = the cost of the Off-Site Highway Works
B = the cost of the Travel Plan Works
C = the Ravenshead Community Bus Service Contribution
- 2.31 "Registered Provider" means a provider of Affordable Housing which is registered under Part 2 of the Housing and Regeneration Act 2008 and who is approved by the Council as a body able to effectively manage the relevant Affordable Retirement Bungalows bearing in mind the terms of this Agreement



MONITORING OFFICER

Section 106 - 2013/0836

Date: 23/01/2014
1:1,500



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The Plan

or other entity providing Affordable Housing under equivalent rental or lease arrangements to Registered Providers approved or accredited by the Homes and Communities Agency and whose terms of approval or accreditation have been evidenced to the reasonable satisfaction of the Council

2.32 "RPI Index Linked" means the relevant sum increased by a percentage equivalent to the percentage increase in the All Items index of Retail Prices issued by the Office for National Statistics from the date of this Agreement to the date of actual payment

2.33 "Secondary Education Contribution" means such sum as shall be calculated as follows:

$$£17,260 \times 0.16 \times (D-B)$$

Where: D = total number of Dwellings to be built

B = total number of Bungalows to be built

PUBSEC Index Linked (or as varied pursuant to paragraph 1 of Schedule Three) as a contribution to the provision of new or enhanced secondary educational facilities to accommodate the pupils generated by the Development at schools within a catchment area which includes Joseph Whitaker Secondary School

2.34 "Shared Ownership" means those units of Affordable Housing whereby a leasehold interest is sold by a Registered Provider at a sum equal to a percentage of the open market value (the percentage to be agreed with the Council) but subject to a rent payable in respect of the unpurchased percentage whether or not the lessee has the right to pay a further premium in respect of a further percentage of the market value to increase their degree of ownership to 100%

2.35 "Site" means the Blue Land and the Green Land against which this Deed may be enforced being land known as Cornwater Fields off Longdale Lane Ravenshead, Nottinghamshire and shown edged red on the Plan

2.36 "Subsequent Application" means any application for approval of reserved matters or discharge of conditions following the issue of the Permission

2.37 "Travel Plan" means the travel plan in the form annexed hereto

2.38 "Travel Plan Works" means the programme of works incorporated within the Travel Plan at Section 5

3 OBLIGATIONS

- 3.1 The Owners covenant with the Council and the County Council to observe and perform the obligations contained in the Schedules on the part of the Owners
- 3.2 The Council covenants with the Owners to observe the requirements of the Schedules on the Part of the Council
- 3.3 The County Council covenants with the Owners to observe the requirements of the Schedules on the Part of the County Council

4. LIABILITY

- 4.1 Upon the first transfer of a legal estate in each individual completed Open Market Dwelling comprised within the Development, the owner of the interest in that completed dwelling derived from the Owners shall by operation of this clause be automatically released from all obligations contained within this Agreement save for the covenants contained in Schedule 2 paragraph 11 and Schedule 5
- 4.2 Upon the transfer by a Registered Provider of a freehold interest or a term of years in any unit of the Affordable Housing pursuant to a statutory right or the terms of a shared ownership lease or shared equity lease to acquire that interest or term, the unit of Affordable Housing shall by operation of this clause be automatically released from the obligations contained within this Agreement
- 4.3 The provisions of this Agreement shall not be binding on a mortgagee of any unit of the Affordable Housing or on any person deriving title from such mortgagee
- 4.4 No person will be liable for any breach of this Agreement unless they hold an interest in the part of the Site in respect of which the breach occurs or held such an interest at the date of the breach provided that they shall remain liable for any breach arising prior to their disposing of their interest
- 4.5 The provisions of this Agreement shall not be binding on any statutory undertakers in relation to any parts of the Site acquired by them for electricity substations gas governor stations or pumping stations or against anyone whose interest in the Site or any part of it is in the nature of the benefit of an easement or covenant

5. MONITORING

- 5.1 For the purposes of monitoring compliance with this Agreement the Owners shall notify the Council's Service Managers for Planning and Economic Development , for Housing and for Parks and Street Care in writing of:-
- 5.1.1 the proposed date of Commencement of Development not less than 14 days prior to the date thereof;
 - 5.1.2 Occupation of the first Dwelling constructed on the Site within 14 days thereof;
 - 5.1.3 Occupation of the first Open Market Dwelling on the Site if different from 5.1.2) above within 14 days thereof;
 - 5.1.4 the dates when 50% of the Dwellings comprising the Development become Occupied within 14 days thereof; and
 - 5.1.5 the dates when 50% and 80% of the Open Market Dwellings to be constructed on the Land become Occupied within 14 days thereof
- 5.2 The Owners shall notify the County Council's 106 Contributions Manager for and on behalf of both the Group Manager for Strategic Place Planning and School Admissions (Children Families and Cultural Services) and its Highway Manager Development Control in writing of the date of the proposed Commencement of Development and the dates on which 1st , 11th, 21st, 31st and 51st Dwelling shall be Occupied within 14 days thereof

6. RESOLUTION OF DISPUTES

- 6.1 In the event of any dispute or difference arising between the parties in relation to any matter under this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares

7. NOTICES

- 7.1 Any notice consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by prepaid first class Recorded Delivery post telex or facsimile transmission
- 7.2 The address for service of any such notice consent or approval as aforesaid shall be on all of the parties at the addresses aforesaid or such other address for service as shall have been previously notified in writing by the parties to all the other parties to this Agreement
- 7.3 A notice consent or approval under this Agreement shall be deemed to have been served as follows:-
- (i) if personally delivered at the time of delivery
 - (ii) at the expiration of forty eight hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom
 - (iii) if sent by telex or facsimile transmission at the time of successful transmission
- 7.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or Recorded Delivery envelope (if appropriate) or that the telex or facsimile was successfully transmitted on a tested line as the case may be

8 INTERPRETATION

- 8.1 The expressions "the First Owners" "the Second Owners" "the Council" and "the County Council" shall include their respective successors in title and assigns and/or any successor body
- 8.2 Where appropriate the singular includes the plural and vice versa. Words importing one gender include all other genders
- 8.3 Unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to clause numbers schedules and paragraph numbers of schedules contained within this Agreement
- 8.4 References to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted
- 8.5 The obligations herein relate to the Site and each and every part thereof

8.6 The clause headings in this Agreement are for ease of reference only and shall not affect the construction thereof

9. APPROVALS

9.1 For the purposes of this Agreement where a party is required to make a request to give confirmation approval or consent express satisfaction with agree to vary or 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 and shall not be unreasonably withheld or delayed

10. INTEREST ON LATE PAYMENT

10.1 Where any sum or amount has not been paid to the County Council by the date on which it is due, the Owner shall pay the County Council(as appropriate) interest at 8% above the Base Rate on that amount for the period from the due date to and including the date of payment.

11 OWNERSHIP

11.1 The Owner warrants that no person other than the Owner has any legal interest in the Property.

11.2 Until the covenants, restrictions and obligations in Schedules have been complied with, the Owner will give to the County Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property save in respect of an individual Dwelling erected on the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

IN WITNESS whereof this Agreement has been duly executed as a Deed by all the parties hereto the day and year first above written

SCHEDULE ONE

PUBLIC OPEN SPACE

1. Not to Commence the Development until the Open Spaces Scheme has been submitted to and approved by the Council in writing such scheme to include
 - 1.1. the location or locations on the Site of the Open Spaces together with details of the preparation and layout of and equipment for the Open Spaces within the Development together with a timetable for their delivery
 - 1.2. the amount of the Open Space Maintenance Contribution to be paid to the Council in respect of the future maintenance of the Open Spaces provided within the Development and which are intended to be transferred to the Council
 - 1.3. the proposed maintenance programme for any Open Spaces provided within the Development
 - 1.4. in respect of any areas of Open Space not intended to be transferred to the Council the proposed method for securing the permanent availability management and maintenance of those Open Spaces to be provided within the Development
 - 1.5. the amount of the Open Spaces Off Site Contribution (if any) to be paid to the Council in lieu of provision on Siteall in accordance with the Council's Open Space Guidance.
2. Subject to the Council's prior approval of the relevant Subsequent Application, the Owners shall at their own cost provide, prepare, layout and complete the Open Spaces in accordance with the approved Open Spaces Scheme to the satisfaction of the Council and pay the Open Spaces Off Site Contribution (if any) in lieu of the provision of the full requirement of the Open Spaces for the Development
3. Forthwith upon completion of the laying out and equipping of any part of the Open Spaces in accordance with the approved Open Spaces Scheme the Owners shall serve written notice on the Council informing it that the relevant part of the Open Spaces have been so laid out and equipped

4. The Council shall within 28 days of receipt of a notice mentioned in paragraph 3 above inspect the relevant Open Space to which the notice relates and shall either certify that the laying out of the relevant Open Space has been completed to the standard and specification required by the approved Open Spaces Scheme or provide details of any works reasonably required to so complete it and where the Council reasonably require further works the Owners shall undertake those works and the procedure under this paragraph shall be repeated until the Council issues its certificate that the relevant Open Space has been set out to the standard and specification required by the approved Open Spaces Scheme
5. The Owners shall not cause or permit Occupation of more than 80% of the Dwellings comprised in the Development until the Council has issued certificates that all of the Open Spaces have been laid out and equipped in accordance with the approved Open Spaces Scheme
6. At any date after the date of issue of the Council's final certificate in accordance with paragraph 5 above but no later than one year after that date, the Owners shall either
 - 6.1. offer to transfer the freehold interest in any part of the Open Spaces to the Council or
 - 6.2. notify the Council that it intends to retain the freehold interest in any part of the Open Spaces or to transfer the same to a management company
7. Unless and until such time as the Open Spaces are owned or managed by the Council or a management company approved by the Council the Owners will manage and maintain the Open Spaces and any play equipment erected thereon in accordance with the standards and specifications set out in the approved Open Spaces Scheme
8. The requirements of the transfer of the Open Spaces to the Council are to include:-
 - 8.1. transfer for nil financial consideration
 - 8.2. a transfer of the entire freehold interest
 - 8.3. be free from any pre-emption or option Agreement
 - 8.4. be free from any covenants or restrictions other than a covenant by the Council expressed to be for the benefit of the Owners' retained land that "the

Council shall hold the land as public open space pursuant to the provisions of the Open Spaces Act 1906 and shall not use the land or permit the land to be used for any purpose other than public open space or public recreation”

- 8.5. be free from any mortgage charge lien or other encumbrance whatsoever
- 8.6. the grant to the Council of a right of way at all times and for maintenance and inspection purposes with or without vehicles over all estate roads and paths comprised or to be comprised within the Development until such roads are adopted as public highways
- 8.7. a reservation in favour of the Owners all necessary development rights to permit the Owners to use any existing services passing in or under the Open Spaces and the right to lay any new services under the Open Spaces together with rights to enter onto the Open Spaces to inspect repair renew enlarge divert cleanse and maintain the same PROVIDED THAT after each exercise of any such rights the Owners shall reinstate and restore the Open Spaces to their previous condition
- 8.8. a declaration that any boundary structure separating any of the Open Spaces from any Dwelling comprised in the Development shall belong to and be forever thereafter maintained by the Owners for the time being of such Dwelling and the transfer of such Dwelling shall provide accordingly
- 8.9. provision for the payment to the Council of the Open Space Maintenance Contribution towards the Council's future costs of managing and maintaining the Open Spaces transferred to the Council
- 8.10. a covenant by the Council to apply the Open Spaces Maintenance Contribution towards the future costs of management and maintenance of the Open Spaces transferred to the Council

SCHEDULE TWO
AFFORDABLE HOUSING

1. Prior to the Commencement of Development to submit and secure the approval of the Council to a scheme for the provision of the Affordable Housing such scheme to include details of the location and specification of the 9 Affordable Retirement Bungalows to be provided as part of the Development **PROVIDED ALWAYS** that the Affordable Housing Scheme may be varied from time to time subject to prior approval in writing from the Council or by operation of paragraph 7 below

2. The Owner shall pay the Off-Site Affordable Housing Contribution to the Council as follows:
 - 25% on first Occupation of the 1st Open Market Dwelling to be Occupied
 - 25% on first Occupation of the 11th Open Market Dwelling to be Occupied
 - 25% on first Occupation of the 21st Open Market Dwelling to be Occupied
 - 25% on first Occupation of the 31st Open Market Dwelling to be Occupied

3. The Off-Site Affordable Housing Contribution shall be calculated as follows:

$$P - Q = R$$

Where $P =$ the value of the site with the 9 Affordable Retirement Bungalows

$Q =$ the value of the site with 21 units of Affordable Housing to be built (assuming a tenure split of 70% Affordable Housing for Rent and 30% Shared Ownership such that 15 units were Affordable Housing for Rent and 6 units were for Shared Ownership and assuming that all such units were houses with two bedrooms)

$R =$ the Off-Site Affordable Housing Contribution

4. Prior to the first Occupation of any Dwelling the Owners shall make contact with at least one Registered Provider to negotiate the sale and purchase of the Affordable

Retirement Bungalows to be provided as part of the Development and shall notify the Council in writing of the identity of the Registered Provider(s) so approached

5. The Owners shall within the period of five months from and including the date of the first approach made pursuant to paragraph 4 above use reasonable endeavours to exchange legally binding contracts with that or an alternative Registered Provider for the sale and purchase of the Affordable Retirement Bungalows
6. If after the expiration of the five month period referred to in paragraph 5 above the Owners have been unable to exchange legally binding contracts with a Registered Provider for the sale and purchase of all or any of the Affordable Retirement Bungalows then the Owners shall notify the Council in writing identifying which Affordable Retirement Bungalows are not the subject of a legally binding contract and shall give reasons where possible as to why any offer of transfer has been rejected or contracts have failed to be exchanged
7. The Council may within the period of 28 days from receipt of notice pursuant to paragraph 6 identify a Registered Provider and seek to negotiate a contract for the sale and purchase of the remaining Affordable Retirement Bungalows on terms acceptable to the Owners (acting reasonably) and if such terms are agreed the Owners and the identified Registered Provider shall within the following period of 28 days use reasonable endeavours to conclude a legally binding contract for the sale and purchase of the relevant Affordable Retirement Bungalows with the nominated Registered Provider
8. If:
 - 8.1 at the end of the initial period of 28 days referred to in paragraph 7 above the Council has been unable to agree acceptable terms with the nominated Registered Provider for the sale and purchase of the relevant Affordable Retirement Bungalows; or
 - 8.2 following the further period of 28 days legally binding contracts have not been exchanged for the sale and purchase of the relevant Affordable Retirement Bungalows

the provisions of paragraph 9 shall apply

9. If at the conclusion of the procedure set out in paragraphs 4 – 8 above all or any of the Affordable Retirement Bungalows are not the subject of a legally binding contract for sale and purchase with a Registered Provider then the Off-Site Affordable Housing Contribution shall be recalculated as described in paragraph 3 with the dwellings concerned being removed from the Affordable Housing Scheme referred to in scenario “P” of that paragraph
10. Following the recalculation of the Off-Site Affordable Housing Contribution as described in paragraph 9 the Owners shall within 56 days of the end of the relevant 28 day period referred to in paragraph 8 make payment to the Council of the Off-Site Affordable Housing Contribution in lieu of provision of the relevant Dwellings as Affordable Retirement Bungalows
11. Following payment of the Off-Site Affordable Housing Contribution the obligation on the Owners to retain the relevant Dwellings as Affordable Retirement Bungalows shall cease and they may be offered for disposal as Open Market Dwellings save that the transfer of the leasehold or freehold title shall contain a covenant restricting Occupation in perpetuity to persons aged 55 or over
12. The Owners covenant to provide to the Council within ten days of completion written confirmation of completion of the sale and purchase agreement to a Registered Provider of the Affordable Retirement Bungalows
13. Not to Occupy allow suffer or permit to be Occupied more than fifty per centum (50%) of the Open Market Dwellings to be constructed on the Site before fifty per centum (50%) of the Affordable Retirement Bungalows has been constructed and connected to such services as may be necessary for their Occupation in accordance with the approved Affordable Housing Scheme
14. Not to Occupy allow suffer or permit to be Occupied more than eighty per centum (80%) of the Open Market Dwellings until all of the Affordable Retirement Bungalows have been constructed and connected to such services as may be necessary for their Occupation in accordance with the approved Affordable Housing Scheme

15. Not to cause or permit the occupation of an Affordable Retirement Bungalow (other than as a show house or similar or sales office) unless the freehold interest has been transferred to a Registered Provider and in accordance with the provisions contained herein
16. The Council shall use the Off-Site Affordable Housing Contribution towards the development of new Affordable Housing in the Borough of Gedling or for the improvement of existing Affordable Housing in the borough to secure its retention or extend its lifetime as Affordable Housing and for no other purpose whatsoever
17. If all or any part of the Off-Site Affordable Housing Contribution has not been expended or otherwise committed towards the provision of Affordable Housing in the Borough of Gedling in accordance with the provisions of paragraph 19 above at the expiration of 10 years from and including the date of payment then the Council shall refund such unexpended or uncommitted balance of the Off-Site Affordable Housing Contribution together with accrued interest thereon to the party that made payment within 28 days of receipt of a written request from the paying party

SCHEDULE THREE**THE PRIMARY EDUCATION CONTRIBUTION AND THE SECONDARY EDUCATION CONTRIBUTION**

1. The Owners agree with the County Council to pay to the County Council the Primary Education Contribution as follows:
 - 1.1 25% of the Primary Education Contribution on or prior to the first Occupation of the 1st Dwelling to be Occupied
 - 1.2 25% of the Primary Education Contribution on or prior to the first Occupation of the 11th Dwelling to be Occupied
 - 1.3 25% of the Primary Education Contribution on or prior to the Occupation of the 21st Dwelling to be Occupied
 - 1.4 the balance of the Primary Education Contribution payable on the first Occupation of the 31st Dwelling to be Occupied

2. The Owners agree with the County Council to pay to the County Council the Secondary Education Contribution as follows:
 - 2.1 25% of the Secondary Education Contribution on or prior to the first Occupation of the 1st Dwelling to be Occupied
 - 2.2 25% of the Secondary Education Contribution on or prior to the first Occupation of the 11th Dwelling to be Occupied
 - 2.3 25% of the Secondary Education Contribution on or prior to the Occupation of the 21st Dwelling to be Occupied
 - 2.4 the balance of the Secondary Education Contribution payable on the first Occupation of the 31st Dwelling to be Occupied

3. The County Council agrees with the Owners as follows:
 - 3.1 to apply the Primary Education Contribution only toward the provision of primary educational facilities at Abbey Gates Primary School and/or Ravenshead Church of England Primary School PROVIDED THAT if the whole or any part of the relevant Primary Education Contribution has not been expended or committed within the period of seven years from the receipt in full of the Primary Education Contribution then the County Council will on receipt of a written

request at any time after the expiration of the said period of seven years from the person who paid the Primary Education Contribution (whether or not that person remains the Owner at such time) ("the Primary Education Contribution Payer") pay the balance unexpended or uncommitted at the date of the request to such person within 3 months of such request.

- 3.2 Upon receipt of a written request referred to in paragraph 3.1 of this Schedule to provide to the Primary Education Contribution Payer a certificate from the Accounts Officer of the County Council's Children's Families and Cultural Services Department showing all payments made during the previous seven years from the account into which the Primary Education Contribution have been paid when received and the purposes to which they have been applied
- 3.3 to apply the Secondary Education Contribution only toward the provision of secondary educational facilities at Joseph Whitaker Secondary School PROVIDED THAT if the whole or any part of the relevant Secondary Education Contribution has not been expended or committed within the period of seven years from the receipt in full of the Secondary Education Contribution then the County Council will on receipt of a written request at any time after the expiration of the said period of seven years from the person who paid the Secondary Education Contribution (whether or not that person remains the Owner at such time) ("the Secondary Education Contribution Payer") pay the balance unexpended or uncommitted at the date of the request within 3 months of such request.
- 3.4 Upon receipt of a written request referred to in paragraph 3.1 of this Schedule to provide to the Secondary Education Contribution Payer a certificate from the Accounts Officer of the County Council's Children's Families and Cultural Services Department showing all payments made during the previous seven years from the account into which the Secondary Education Contribution have been paid when received and the purposes to which they have been applied

SCHEDULE FOUR**HIGHWAYS**

1. The Owners agree with the County Council
 - 1.1 to pay to the County Council the Offsite Highway Contribution Index Linked immediately prior to the Commencement of the Development

2. The County Council agree with the Owners as follows:
 - 2.1 upon receipt of the Offsite Highway Contribution to apply towards the Offsite Highway Works and the Travel Plan Works
 - 2.2 to apply the Ravenshead Community Bus Service Contribution if any towards the provision of new bus shelters with real time passenger information facilities and footway improvements around them together with the installation of raised bus kerbs where required along the bus corridors adjacent to the Site
 - 2.3 in the event that the whole or any part of the Offsite Highway Contribution has not been expended or committed by the County Council in accordance with the provisions of paragraphs 2.1 and 2.2 above at the expiration of the period of seven years from receipt in full of the Offsite Highway Contribution the County Council will on receipt of a written request at any time after the expiration of the said period of seven years from the person who paid the Offsite Highway Contribution (whether or not that person remains the Owner at such time) repay to the payer the balance unexpended or uncommitted at the date of the request

SCHEDULE 5

BUNGALOWS

1. The Owners covenant that the Bungalows shall be marketed to persons aged 55 or over and disposal of the leasehold and freehold title shall include a covenant restricting Occupation of the Bungalows in perpetuity to persons aged 55 or over

ANNEX 1

THE TRAVEL PLAN



Land at Ravenshead, Nottinghamshire

Travel Plan

April 2013

On behalf of

Messrs JJ, GN, CR and JT Cutts, and Messrs M, P and P Lane

Waterman Transport & Development Limited

Halifax House, Halifax Place, Nottingham, NG1 1QN, United Kingdom
www.watermangroup.com






Client Name: Messrs JJ, GN, CR and JT Cutts, and Messrs M, P and P Lane,
Document Reference: 002
Project Number: CRN10522-100

Quality Assurance – Approval Status

This document has been prepared and checked in accordance with
Waterman Group's IMS (BS EN ISO 9001: 2009 and BS EN ISO 14001: 2004)

Issue	Date	Prepared by	Checked by	Approved by
1 st Draft	19.02.13	David Whalley	Paul Casola	Dave Cheetham
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Comments

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- A. Site Location Plan
- B. Site Masterplan
- C. Site Access Design

1. Introduction

Background

- 1.1. This Travel Plan has been prepared by Waterman Transport & Development Ltd on behalf of Messrs JJ, GN, CR and JT Cutts, and Messrs M, P and P Lane in support of an Outline Planning Application for the first phase of a development of up to 100 residential dwellings on land off Longdale Lane in Ravenshead.
- 1.2. The residential dwellings will comprise a mixture of high quality family homes and retirement flats/homes. To ensure a comprehensive assessment, all 100 dwellings of which phase 1 would comprise a maximum of 70, have been assumed to be houses privately owned.
- 1.3. This report should be read in conjunction with the accompanying Transport Assessment (report: CRN10522-100v.001)

Format of Report

- 1.4. This Travel Plan has been produced in order to summarise the existing situation with regard to sustainable transport facilities in the vicinity of the site, and set out measures that would be put in place at the site in order to promote sustainable alternatives to private car use.
- 1.5. This Travel Plan is structured as follows:-
 - Section 2 describes the function of the Travel Plan;
 - Section 3 provides a summary of the existing local conditions;
 - The development proposals are summarised in Section 4 along with a short review of current local and national policy documents;
 - The measures that would be put in place at the site are examined in section 5;
 - Targets and monitoring are discussed in section 6; and
 - Section 7 summarises the report.

2. Aims and Objectives

What is a Travel Plan?

- 2.1. The aim of a Travel Plan is to reduce the impact of travel on the environment by reducing the amount of single-occupancy car journeys that are made. Travel Plans can also help to reduce emissions of greenhouse gases, improve local air quality, minimise health risks and reduce congestion. Encouraging residents to carry out their everyday activities in a more sustainable manner can also contribute to improvements in the health of the local community.
- 2.2. Specifically, a residential Travel Plan is a package of measures designed to reduce the number and length of car trips generated by a residential development, whilst also supporting more sustainable modes of travel and reducing the overall need to travel. The difference between a residential Travel Plan and workplace Travel Plan is that a residential Travel Plan is concerned with journeys made from a single origin (home) to multiple and changing destinations. The pattern of journeys originating at home is more varied, with residents having multiple destinations and different needs and travel choices over time.
- 2.3. It is important to highlight that Travel Plans are about encouraging people to use a mix of different modes of transport to undertake their everyday journeys. A Travel Plan is not about the total abandonment of cars or the sudden shift of large numbers of people from using their cars five days a week to using the bus. For each individual there may be a slightly different modal shift. Some will take the bus, some will car-share, some will cycle and some will walk (as appropriate to personal circumstances, work address, etc). The important objective is to make all of these options, as far as is practical, available and attractive.
- 2.4. The key principles of residential Travel Plans are as follows:-
 - They are site specific and are, to a certain extent, determined by opportunities and constraints e.g. public transport routes, health facilities and workplaces in the immediate area;
 - They combine hard and soft measures;
 - They provide a holistic package in which individual measures are integrated into design, marketing and occupation of the development (rather than "retrofitted" once the site is established). They can provide a key mechanism for ensuring that sustainable access is in place from the earliest stages of development;
 - They include measures to support walking, cycling and public transport use; and
 - They can include parking restraint.

Main aims of a Travel Plan

- 2.5. This report outlines the aims and strategy for the development and details the measures that would be introduced to ensure the aims are realised. It should be recognised that this report represents the initial strategy that would be adopted to develop the Travel Plan in the first instance, and that the Travel Plan would evolve as the development is occupied, and resident details can be analysed and travel behaviour influenced. It should also be recognised that the measures to be adopted would also be targeted at visitors to the development, as well as residents.

2.6. In recognition of these factors, this Travel Plan will have the following aims;

- Manage the demand for travel to the site;
- Improve the availability and choice of travel mode to the site;
- Reduce the need to travel (to and from the site);
- Reduce the number of vehicles attending the site, particularly single occupancy vehicles;
- Reduce the costs associated with on-site parking provision and congestion;
- Provide the absolute minimum possible car parking spaces on site;
- Improve the safety and security of people who travel to the site;
- Promote the increased use of cycling, walking and public transport and therefore healthier living;
- Promote integration between different transport modes;
- Promote co-ordination between developments on larger sites;
- Make positive changes to attitudes in relation to the use of alternative transport modes;
- Improve accessibility for non-car users and the disabled; and
- Promote the development of a transport system which enhances the environment and supports a sustainable economy.

2.7. This Travel Plan aims to encourage a reduction in the number of car trips made to and from the development, particularly during peak hour periods. A reduction in the level of vehicular traffic would provide a number of benefits to the residents and to others in the local area. Further consideration of these benefits is provided in the following paragraphs.

Personal Benefits of a Travel Plan

2.8. It is considered essential that in order for any Travel Plan to be successful, it requires commitment from the people for whom it is intended. Therefore, it is vital that the personal benefits of reducing single-occupancy car trips in favour of more sustainable modes of transport are highlighted and promoted.

General Benefits of a Travel Plan

2.9. The DCLG document '*Good Practice Guidelines: Delivering Travel Plans through the Planning Process*' (2009) states that Travel Plans are important and beneficial as they:-

- Support increased choice of travel modes;
- Promote and achieve access by sustainable modes;
- Respond to the growing concern about the environment, congestion, pollution and poverty of access; and
- Promote a partnership between the authority and the developer in creating and shaping 'place'.

2.10. It has long been known that motorised vehicles are a major source of air pollution. These pollutants can have a wide range of impacts, from reducing local air quality through to global warming. Therefore, reducing (or at least limiting the growth) of car-based travel would offer benefits to the environment.

- 2.11. There are also undisputed health benefits from increasing the amount of walking and cycling people undertake. The recommended level of exercise is 20 minutes, four times a week. For people who live within walking or cycling distance, a journey to work could form a valuable part of a daily exercise routine.
- 2.12. It has also been shown that people travelling in congested conditions are also exposed to higher levels of pollution inside the car compared to outside of the vehicle. Therefore it could be argued that people travelling by car would be more likely to be exposed to poorer air quality.
- 2.13. Furthermore, the true cost of car travel is often overlooked and miscalculated, resulting in a perceived lower cost for car travel and higher cost (in terms of time and money) for all other modes of transport. In fact, once the true costs of car travel are considered, the alternatives would be much cheaper for many people. There are many websites that allow users to calculate the true cost of car travel, for example <http://www.travelcalculator.org/calc.html>. There are also cost benefits for new developments in the sense that, if less car parking is required, then development land can be used for more productive purposes.

Site Specific Objectives

- 2.14. The objective of this Travel Plan is to encourage residents and visitors of the development to travel by sustainable modes in order to limit the number of single-occupancy vehicle movements that are generated.
- 2.15. This objective would be achieved by:
- Identifying a wide-ranging package of measures that are aimed at encouraging travel by alternative modes;
 - Setting out targets for the Travel Plan to achieve. The targets would be challenging, but realistic;
 - Setting out a Travel Plan monitoring strategy; and
 - Setting out remedial measures that would be implemented should the Travel Plan fail to achieve its targets.

3. Existing Conditions

Introduction

- 3.1. A full examination of the existing highway conditions and sustainable transport facilities in the vicinity of the site is provided in Chapter 2 of the Transport Assessment (CRN10522-100v.001).
- 3.2. The following paragraphs summarise the existing site and sustainable transport access to the development.

Existing Site

- 3.3. The site is located to the west of Longdale Lane in Ravenshead, Nottinghamshire. The location of the site is shown on drawing **CRN10522-100-002** provided in **Appendix A**.
- 3.4. The application site comprises 2.3 hectares of former agricultural land that rises gently from the southeast boundary with Longdale Lane towards the Ravenshead Leisure Centre. The site itself is bounded by the leisure centre access road to the north, Longdale Lane to the east, fields to the south and playing fields to the west.
- 3.5. The site is currently accessed via from the leisure centre access road. The site access is gated and includes a dropped kerb.

Sustainable Transport

Walking

- 3.6. Pedestrian facilities are of a good standard within the local area. Footways with street lighting are provided along Longdale Lane, which provide good pedestrian links throughout the village. A pedestrian refuge with dropped kerbs is provided to the north of the site along Longdale Lane.

Cycling

- 3.7. There are no on-road or off-road cycle facilities along Longdale Lane. However, to the north of the site, National Cycle Network National Route 6 provides a link between Blidworth/Rainworth and Newstead. This route includes a combination of on-road signed cycle routes and off-road cycle routes (away from the highway corridor). Local roads within Ravenshead also provide suitable through routes for cyclists due to the low levels of motorised traffic.

Public Transport

- 3.8. Ravenshead is served by a village bus service which offers residents (particularly older residents and the disabled) a local bus service to the shopping precinct and doctor's surgery in Ravenshead. On Tuesday and Thursday mornings the bus service operates half-hourly 'Hail & Ride' services throughout the village and currently passes the site on Longdale Lane. The village bus offers door-to-door dial a ride services for residents/affiliated groups within the village and 'specials' on Friday running to local villages such as Blidworth and Rainworth.
- 3.9. More frequent bus services operate along the A60 to the west of the site. The closest bus stop on the A60 is located approximately 850m from the proposed site access at the A60 / Kighill Lane junction. Here, the bus stop includes a flagpole, timetable information and raised kerbs.

3.10. There are 3 bus services which operate to/from Ravenshead during the week. **Table 1** below provides a summary of these services. The most frequent service, the 'Pronto', jointly operated by trent barton and Stagecoach, operates a service every 20 minutes during the week (daytime). Journey times on the 'Pronto' are approximately 15 minutes into Mansfield (Bus Station) and 30 minutes into Nottingham (Victoria Bus Station).

Table 1: Bus Service Information

Operator	Service and Key Destinations Served	Monday to Friday Frequency			Saturday / Sunday Frequency
		Morning	Daytime	Evening	Daytime
trent barton & Stagecoach	Pronto: Nottingham – Mansfield – Chesterfield	20-30 mins	20 mins	60 mins	Saturday – 20 mins Sunday – 60 mins
trent barton	141: Nottingham – Hucknall – Blidworth – Mansfield – Sutton	60 mins	60 mins	4 Journeys	Saturday – 60 mins Sunday – No Service
Doyles Coaches	145: Blidworth – Kirkby – Sutton	1 Journey	120 mins	No Service	Saturday – 120 mins Sunday – No Service

Sustainable Transport Summary

3.11. It is considered that the development raises no major issues concerning these modes of travel, and residents would have no significant accessibility issues.

4. Development Proposals and Policy Context

Introduction

- 4.1. A full examination of the development proposals is provided in Chapter 3 of the Transport Assessment (CRN10522-100v.001). The following paragraphs summarise the development proposals and policy context.

Development

- 4.2. The development proposals consist of up to 100 new residential dwellings on land to the west of Longdale Lane in Ravenshead.
- 4.3. The residential dwellings will comprise a mixture of high quality family homes and retirement flats/homes. To ensure a comprehensive assessment, all 100 dwellings have been assumed to be houses privately owned. However, the final split of dwelling types has yet to be determined.
- 4.4. A copy of the illustrative site masterplan is included as **Appendix B**.

Site Access

- 4.5. It is proposed to construct a single vehicular access from Longdale Lane. The junction would take the form of a priority T-junction and would be designed in accordance with relevant highway standards and incorporate, where necessary, appropriate pedestrian and cycle facilities. A copy of the site access design is provided in **Appendix C**).

Pedestrian / Cyclist Access Points

- 4.6. The main pedestrian and cyclist entrance to the site would be from Longdale Lane via the same point as vehicular traffic.

Parking

- 4.7. Parking would be provided at each dwelling. The exact quantity of parking to be provided is yet to be determined and would depend on the mixture of houses to be constructed on the site. However, parking provision would be provided in accordance with the relevant standards set out in the Local Plan.

Local and National Policy Documents

- 4.8. The proposed residential development would be designed in accordance with policy objectives set out in national, regional and local documentation. The site is well located in an existing residential area and is close to existing sustainable transport infrastructure. The site is located in close proximity to Mansfield town centre and Nottingham city centre where residents are likely to travel for leisure, retail and employment purposes. The site location and proposed residential use is considered to accord well with the national, regional and local transport policy objectives summarised in this chapter.
- 4.9. The proposed transport measures will ensure that sustainable transport choices are made from day one of occupation of the site and would manage the demand for car travel by encouraging modal shift from car to walking, cycling and public transport. The proposals are fully in accordance with the saved policies of the Gedling Borough Council Local Plan.

5. Travel Plan Measures and Initiatives

Introduction

- 5.1. This chapter of the report details a range of measures that are proposed within the Travel Plan.

Travel Plan Co-ordinator (TPC)

- 5.2. As part of the Travel Plan, a Travel Plan Co-ordinator (TPC) would be appointed. The TPC would be employed on a part-time basis to drive the Travel Plan forward and gain support from residents and other interested parties. Details of the nominated TPC would be submitted to NCoC. Similarly, the TPC would be advised of the appropriate contact personnel at NCoC and other relevant organisations. Any future change in the identity of the TPC would be notified in writing to NCoC.
- 5.3. It is envisaged that the person fulfilling the role of TPC would be the primary point of contact for residents and the main contact for other outside organisations in all matters regarding travel. The TPC would be employed 3 months prior to the occupation of the first dwelling, and would be available as a contact for the full length of the monitoring period. It is expected that the TPC would be employed on a part-time basis and is likely to be one of the sales assistants based on the site. The role of the TPC, is discussed below:

Key Responsibilities of the TPC

- 5.4. The TPC role in the development, implementation and management of the Travel Plan includes:
- Distribution and promotion of the 'New Household Sustainable Travel Pack' to residents;
 - Liaison with the Travel Plan officer at NCoC and with planning / highway officers at NCoC;
 - Liaison with the local residents / parish council;
 - Liaison with local bus service providers i.e. trent barton, Stagecoach, Doyles Coaches and the 'Village Bus' service ;
 - Liaison with other TPC in the area;
 - Collation and distribution of public transport information, cycle route information / events;
 - Promotion of local car sharing programmes i.e. <https://nottingham.liftshare.com/>;
 - Designing and implementing effective marketing and awareness raising campaigns to promote the Travel Plan;
 - Implement and promote the Travel Plan at a site level;
 - Conducting resident travel surveys;
 - Co-ordinating the monitoring programme for the Travel Plan; and
 - Preparing and maintaining publicity for alternative travel; Creating the conditions and organisation to carry on the travel planning work when the role is no longer provided by the developer's staff.

Action: Provision of TPC details to the Highway Authority 3 months prior to first occupation

New Household Local Sustainable Travel Packs

- 5.5. Good communication is a vital part of a Travel Plan and making residents aware of the options available to them is critical. In order to ensure this, it is proposed that **all new residents of the development would be provided with a 'New Household Local Sustainable Travel Pack'**.
- 5.6. The applicants would work in partnership with NCoC to provide these packs. The packs would contain details of each initiative in the Travel Plan. These initiatives would include details of any car sharing scheme, information on bus/train services and facilities aimed at encouraging walking and cycling. In addition to this, information such as bus routes, timetables and a copy of the local cycle plan would be provided to help encourage use of the non car modes of transport. The applicants are also committed to providing vouchers for 2 free 3 month bus passes per household. It is proposed that 'New Household Local Sustainable Travel Packs' are funded and issued by the developer.

Action: Provision of a 'New Household Sustainable Travel Pack'

Travel Plan Delivery

- 5.7. During construction of the development, a facility to allow for the on-site delivery of the Travel Plan would be provided, such as at the sales marketing suite. This would provide an area for residents to get advice on travelling sustainably and offer an opportunity for the initiatives in this Travel Plan to be promoted.
- 5.8. The facility would either be staffed by the TPC, who would be available to give travel advice and personalised journey planning to residents as necessary, or this may take the form of a virtual portal which does not require staff to be on-site at all times. This facility would be provided prior to first occupation of the development.

Action: Provision of Travel Plan delivery facility (within the sales suite) prior to first occupation

Walking Initiatives

- 5.9. Associated with a Travel Plan, there are undisputed health benefits from increasing the amount of walking and cycling people undertake, as well as reducing car emissions. The recommended level of exercise is 20 minutes, four times a week. This level of exercise could be achieved as part of a person's journey to work, school, shops etc.
- 5.10. It is essential that, within the overall design of the development, appropriate linkages are provided between local facilities and destinations within Ravenshead. The development would be designed in such a way as to provide linkages with existing pedestrian and cycle routes in Ravenshead and the surrounding area.
- 5.11. To encourage walking to and from the development, the Travel Plan would raise awareness of the health benefits of walking through promotional materials and work with NCoC to analyse safe walking routes for residents.

- 5.12. Measures would also be investigated to encourage parents to walk their children to school, including the Walking School Bus scheme. This would be based on guidance from the Sustrans website (www.saferoutestoschools.org.uk).
- 5.13. To encourage greater use of walking to and from the development, the following initiatives would be promoted / provided:
- Provision of safe, convenient and well lit walking routes throughout the development;
 - Provision of local walking maps showing nearby facilities/amenities and public footpath routes;
 - Introduction of 20mph zones on internal roads to promote a safer environment for pedestrians; and
 - Provision of a dedicated space for social exchange (e.g. seating, green space, play area).
- 5.14. A pedestrian refuge would be provided on Longdale Lane adjacent to the site. This would provide pedestrians with a safe and convenient place to cross the carriageway. A drawing illustrating the proposals is included as **Appendix C**.

Action: Central Pedestrian Refuge would be provided in accordance with the local design guide (The 6C's)

- 5.15. All pedestrian facilities within the proposed development would have a minimum width of 2 metres. All footway routes would be designed to ensure that they are open and subject to appropriate levels of natural surveillance.

Action: Footways would be provided in accordance with the local design guide (The 6C's)

Cycling Initiatives

- 5.16. Cycling is an easy way to introduce physical activity into everyday life. Regular exercise reduces stress and heart disease and can improve the general health of residents and employees.
- 5.17. To encourage greater use of cycling to and from the development, the following initiatives would be promoted / provided:
- Safe and convenient cycle routes within the development;
 - Arrangements with local cycle shops to provide discounts for residents purchasing cycle equipment (clothing, maintenance gear); and
 - Maps of local routes, distances and journey times should be provided to promote cycling as an alternative form of transport.
- 5.18. Safe, secure and sheltered cycle parking facilities would be provided within the proposed development in accordance with local relevant standards. Individual dwellings would make adequate provision for cycle parking within the boundaries of each dwelling plot.

Action: Cycle parking for residential dwellings to be provided in line with NCoC standards

Public Transport Initiatives

5.19. The proposed development would seek to take advantage of public transport facilities and services within the adjacent area. Provision of information on bus services would be easily accessible to all residents, in advance of occupying the site. Information would include details on routes, services, timetables and fares. This information would be kept up-to-date and displayed throughout the site. It would be displayed in:

- A community travel notice board which would be provided at a prominent location within the site; and
- 'New Household Sustainable Travel Packs'.

Action: TPC to include public transport leaflets and information in all 'New Household Sustainable Travel Packs', with residents kept informed with changes and updates.

5.20. In addition to these initiatives, through the provision of the 'New Household Local Sustainable Travel Packs' the Plan would provide vouchers for 2 free bus passes for each household for 3 months. Such provision would significantly influence the travel patterns of residents in favour of public transport and can also be promoted in the sales material for the units. Establishing a culture of public transport use at the early stages of the development's life would also encourage more people to use such modes in the long term

Action: Public transport tickets / vouchers to be provided for residents. i.e. Vouchers for 2 free bus passes for each household for 3 months.

Car Sharing

5.21. Car sharing, also known as lift sharing and ride sharing, is a useful initiative which can help to reduce traffic congestion. Car sharing is an arrangement whereby two or more people travel together by car. It is an effective way of reducing single occupied cars travelling to and from the same origins and destinations, thus reducing the total number of cars on the highway network.

5.22. In addition to the informal methods described, individuals can select local car sharers by registering with a national or regional car sharing database on the internet. Websites allow people to register personal travelling details and search for other car sharers who live within the vicinity, or wish to car share a specific car journey, for example to work places. These websites include the following:

- Nottinghamshare (<https://nottingham.liftshare.com/>);
- Liftshare (www.liftshare.org.uk);
- ShareAcar (www.shareacar.com);
- National Car Share (www.nationalcarshare.co.uk); and
- Car Share (www.carshare.com).

Action: TPC to promote the Nottinghamshare car share website.

Personalised Journey Planning

- 5.23. Personalised Journey Planning is a technique that delivers information, incentives and motivation to individuals to help them voluntarily make sustainable travel choices. It seeks to overcome habitual use of the car, enabling more journeys to be made on foot, bike, bus, train or through car sharing.
- 5.24. On occupation of the development, the TPC would visit residents to provide advice on their personal travel requirements.

Action: TPC to advertise and provide a personal journey planning service.

Promotion and Awareness

- 5.25. Through the promotion and introduction of Travel Plan initiatives identified above, residents would be able to make more informed, sustainable travel choices. It is key to the success of the plan that initiatives are effectively marketed and promoted to households within the development site.
- 5.26. The TPC would also promote national and local sustainable travel events such as; Bike to Work week, walk week, walk to school week, national car share day etc.
- 5.27. The adopted marketing strategy would involve initial engagement with residents on an individual basis. This would take the form of the site occupation travel survey. Personalised travel planning techniques, where individuals receive customised advice tailored to their journey needs have proved successful in encouraging more sustainable travel patterns. A new development is ideal for this as new travel habits are being established and people are more accepting of information about services and facilities available to them.
- 5.28. Following site occupation, residents would be made aware of the travel arrangements and the access options serving the site from the outset with provision of a travel information pack, in conjunction with the normal sales and marketing process for the new development. Promotion of good public transport links, attractive walking and cycling routes and other initiatives outlined above would be incorporated into sales literature.

Action: All residents to be issued with a 'New Household Local Sustainable Travel Pack'.

Residents Travel Survey

- 5.29. It is proposed that monitoring is undertaken in the form of a residents travel survey. The travel survey would be undertaken initially once the development is 50% occupied and then on an annual basis for five years.

Action: TPC to carry out a residents travel survey once the development is 50% occupied and then on an annual basis for five years.

Summary

5.30. A summary of the measures to be implemented, the timescales and the responsibility for implementing each of the measures is provided in **Table 2** below.

Table 2: Travel Plan Measures

Task Description	Who is responsible?	To be completed by?
Travel Plan Co-ordinator	Developer	3 months prior to first occupation
Measures associated with the Development		
Sustainable site design	Developer	Details to be submitted with the detailed design
Travel Plan Delivery Suite	Developer	Prior to first occupation of the development.
Footways to be provided with a minimum 2m width	Developer	On a phased basis, to be agreed with NCoC
Provision of a pedestrian refuge on Longdale Lane	Developer	To be agreed with NCoC
Measures associated with the Travel Plan		
Promotion of information on walking and cycling route and maps	Travel Plan Co-ordinator	From onset of occupation
2 Public transport vouchers to be provided to each household	Travel Plan Co-ordinator	On first occupation of each dwelling
Personalised journey planning to be offered to all residents	Travel Plan Co-ordinator	On first occupation of new dwellings and on request
Promotion of relevant car sharing website/database	Travel Plan Co-ordinator	From onset of occupation
Issue residents with a 'New Household Local Sustainable Travel Pack' including details of sustainable modes of transport (cycle route maps, bus maps etc.)	Travel Plan Co-ordinator	With first occupation of each dwelling
Up to date travel information to be provided to residents	Travel Plan Co-ordinator	On-going
Carry out a residents travel survey	Travel Plan Co-ordinator	Once the development is 50% occupied and then on an annual basis for five years

6. Targets and Monitoring

Introduction

- 6.1. The development of a Travel Plan is a fluid process which would respond to changing local conditions and shifts in attitude towards different modes of travel. Targets that are realistic and achievable are an important aspect of the development of any Travel Plan.
- 6.2. The aim of this section is to begin the process of establishing targets in advance of the site being occupied. These targets would be subject to change as the development progresses and the consultation process begins.

Targets

- 6.3. As the site is not currently operational, no surveys have been carried out to determine the baseline modal split for the site. However, 'Method of Travel to Work' data for the Ravenshead (Ward) has been obtained from the 2011 Census. It is expected that a large proportion of trips to/from the site, particularly during traditional peak traffic periods, would be employment related. Therefore, this data has been used to provide a reasonable baseline for the site as a whole. The data is detailed in **Table 3**.

Table 3: Baseline Modal Split for Journeys to Work

Primary Travel Plan	Modal Split %
Car Driver	84%
Car Passenger	4%
Bus	4%
Walk	4%
Cycle	1%
Train	1%
Tram	1%
Other	1%

- 6.4. The existing modal split data has been used to formulate the targets for the site. The target for single occupancy car based trips from the development per day would be a minimum 10% reduction from the baseline census data in the first five year period, which is in line with the Department for Transport (DfT) guidance. This decrease would see a corresponding increase in car sharing, walking, cycling and public transport (bus) trips. As described previously, these targets would need to be reviewed following the first residents survey.
- 6.5. Travel Plan targets would be continually reviewed and revised to encourage a reduction in car journeys when travelling to/from the development site. As the Travel Plan develops the appointed TPC would liaise closely with officers at NCoC to provide updates on the success of initiatives implemented in helping achieve the targets.

Target: Minimise single-occupancy car trips by promoting and supporting alternative modes of transport.

Monitoring and Review Strategy

- 6.6. A key part of the Travel Plan is to establish a monitoring and review strategy. The measures introduced would need to be monitored to ensure that the targets are achieved. It is proposed that monitoring is undertaken in the form of a residents travel survey. The TPC would liaise with the Travel Plan officer at NCoC to discuss the content of the travel survey forms. The travel survey would be undertaken initially once the development is 50% occupied and then on an annual basis for a period of five years. The travel survey would seek to ensure a minimum 80% response rate. Residents would be encouraged to complete the travel survey through entry into a free prize draw. The winner of the prize draw would receive a sustainable travel related prize such as cycling or walking equipment.
- 6.7. The survey would cover:
- What mode of transport they use to get to work;
 - Where they travel to;
 - How long their journey takes them;
 - If they drop partners / children off on the way;
 - Suggestions to improve facilities/ initiatives at the site; and
 - Awareness of the Travel Plan.
- 6.8. The results of the survey would be forwarded to NCoC on the following dates:
- First Monitoring Report – Once the development is 50% occupied;;
 - Second Monitoring Report – one year after development 50% occupied;
 - Third Monitoring Report – two years after development 50% occupied;
 - Fourth Monitoring Report – three years after development 50% occupied;
 - Fifth Monitoring Report – four years after development 50% occupied; and
 - Final Monitoring Report – five years after development 50% occupied.
- 6.9. The results of the survey would also be disseminated to residents.

Review

- 6.10. The Travel Plan would be reviewed on a regular basis to monitor its progress against the set targets. The monitoring process would culminate in producing annual reports which would summarise the data collected throughout the year, identify any areas which need improving and discuss potential changes for the forthcoming year. The annual reports (described in paragraph 6.8) would be provided to NCoC for a period of five years.

Enforcement Measures

- 6.11. Should the Travel Plan be shown to be failing to meet the agreed targets, the Monitoring Report would suggest additional measures that could be implemented at the development in order to further enhance sustainable transport opportunities.
- 6.12. In the event that further works are required, it is proposed that the developers set aside a bond which can be drawn upon by the Highway Authority or TPC to implement further sustainable travel measures. The exact amount would be agreed with the Highway Authority. This bond would be set aside until such a time as the final monitoring report has been completed, five years after 50% occupation of the site.

7. Conclusions

- 7.1. The implementation of the Travel Plan for the proposed residential development is seen as a positive initiative by the applicant to provide travel choice, enhance accessibility and, where possible, encourage travel by modes other than the private car by residents.
- 7.2. It is seldom possible before a development is occupied to identify the full range of initiatives that are likely to be appropriate. Indeed, almost all established Travel Plans go through significant changes in their early months. The range of initiatives proposed within this Travel Plan cannot therefore be seen as definitive but rather they represent a commitment by the applicant to investigate measures that are appropriate.
- 7.3. Through the site TPC (whom is likely to be employed by the applicant), a range of measures would be developed over time and tailored to the needs and emerging travel patterns of the residents. The TPC would play a key role in the development of the Travel Plan and its implementation. The TPC would be responsible for the day to day running of the Travel Plan and would provide the co-ordination to ensure the plan's success along with keeping residents up to date on local changes.
- 7.4. All residents would receive a 'New Household Local Sustainable Travel Pack' containing various information, including walking / cycling routes and public transport service information as well as time limited bus passes. This pack would also identify the full range of initiatives and facilities that are available to them.
- 7.5. Regular monitoring of initiatives would be imperative to ensure the success of the Travel Plan and continued liaison with NCoC would provide a co-ordinated approach to transport access to the development as a whole.
- 7.6. The Travel Plan aims to achieve a 10% reduction in single-occupancy car journeys to and from the site over a 5 year period following 50% occupancy of the development site.



APPENDICES



A. Site Location Plan

This drawing should not be scaled. Dimensions to be worked on site.
 Any discrepancies should be referred to the Engineer prior to work being put in hand.
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GENERAL NOTES

- Site Boundary
- Public House
- Shops i.e. Convenience Store, newsagent, take-aways etc.
- Bus Stop
- Ravenshead Leisure Centre
- Place of Worship
- A - Longdale Lane Nursery;
- B - Abbey Gates Primary School;
- C - Ravenshead C of E Primary School

Rev	Date	Description	By

Project
LAND OFF LONGDALE LANE, RAVENSHEAD

Title
SITE LOCATION PLAN

Client
 Messrs JJ, GN, CR & JT Culis, and Messrs M, P and P Lane



Project No
 CRN10622-100

Drawn By
 DMW

Checked By
 DC

Date
 22-11-12

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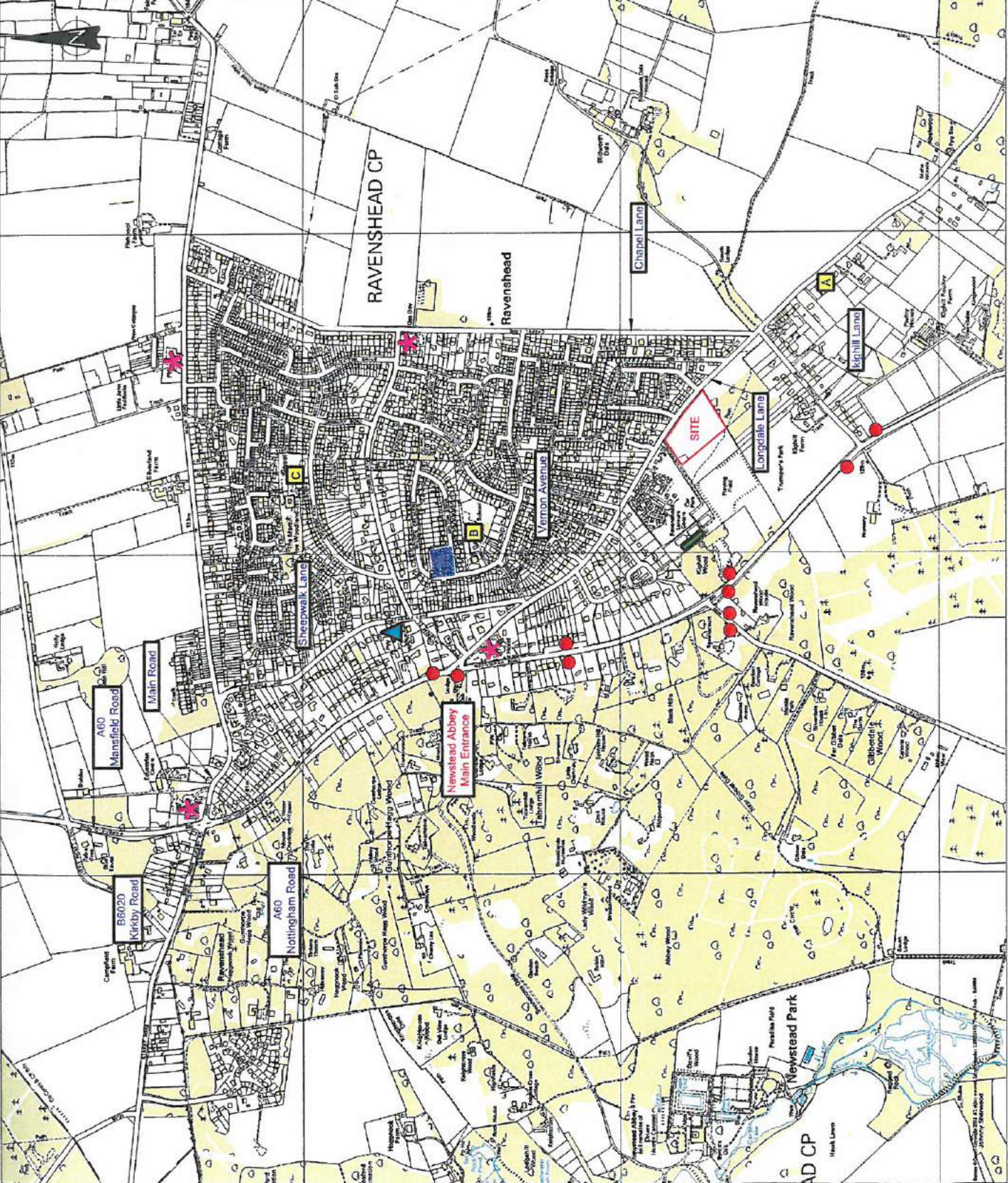
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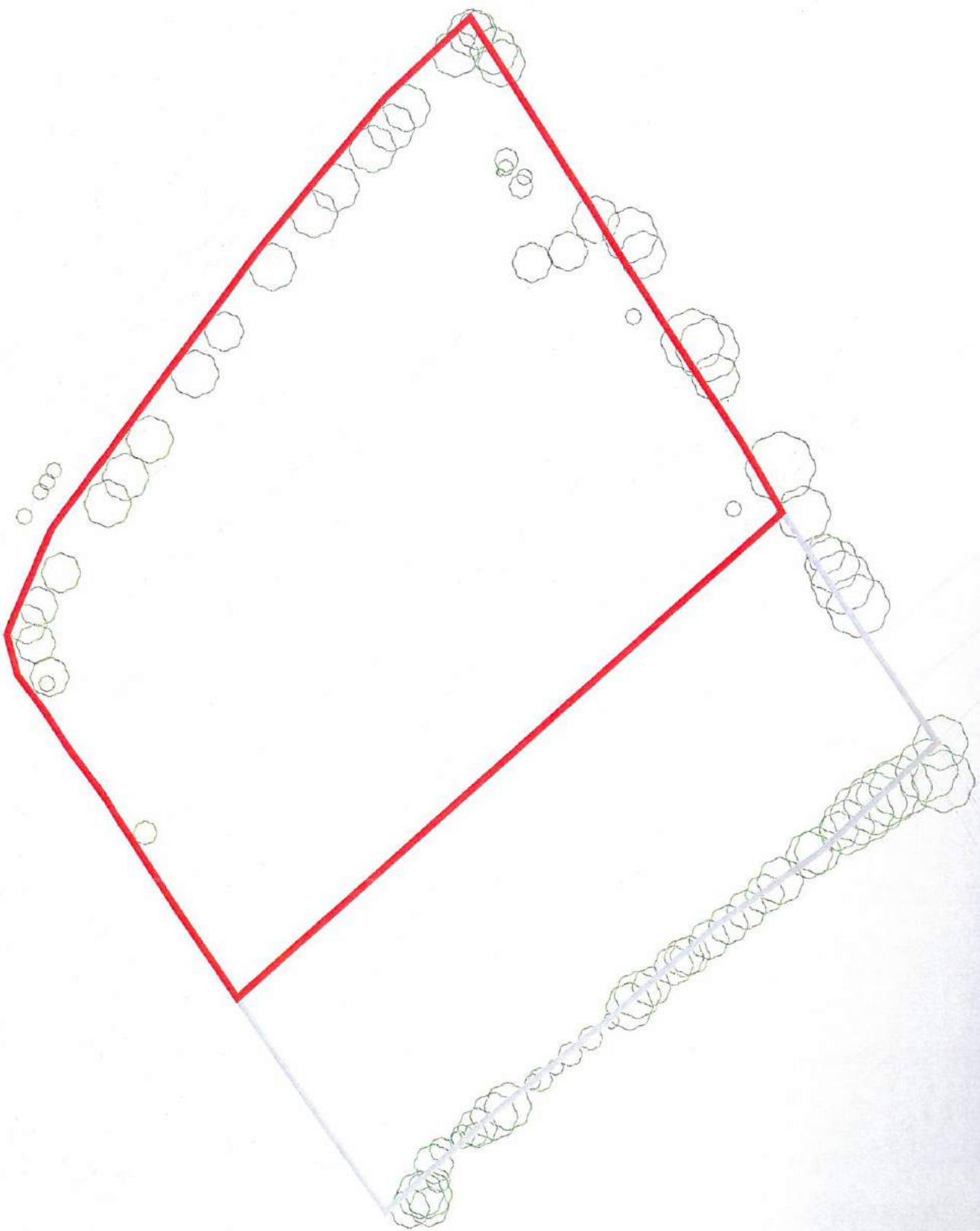
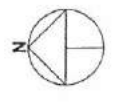
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B. Site Masterplan

Key
 Application Redline 2.3ha
 Phase 2 Option 1.3ha



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Key

-  Site Boundary 3.6ha
-  High Quality Family Homes
-  Main Access from Longdale Lane
-  Primary Road with footway
-  Secondary Roads
-  Private Drives and Lanes
-  Turning Head for Service Vehicles
-  Green Corridor with Footpath Links
-  Pedestrian Access Links
-  Equipped Play Area
-  Retirement Living
-  Retained and Enhanced Vegetation
-  15m Landscape Buffer.

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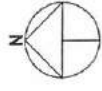
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J

K



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Bowden Land
 Land of Longdale Lane
 Ravenshead

ILLUSTRATIVE MASTERPLAN

1:500 @ A1

March 2011

5312-L-02 B

ipof

Approved by:
 Planning Committee
 Planning Department
 15th March 2011
 15th March 2011
 15th March 2011
 15th March 2011



C. Site Access Design

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3. This drawing has not been checked against the location of statutory undertakers equipment.
4. All dimensions and levels are to be checked on site by the contractor prior to preparing any working drawings or commencing on site.
5. All work by the contractor must be carried out in such a way that all requirements under the Health and Safety at Work Act are satisfied.
6. All work is to be carried out in compliance with the requirements of the relevant statutory authorities and regulations.

Rev	Date	Description	By

Project
LAND OFF LONGDALE LANE, RAVENSHEAD

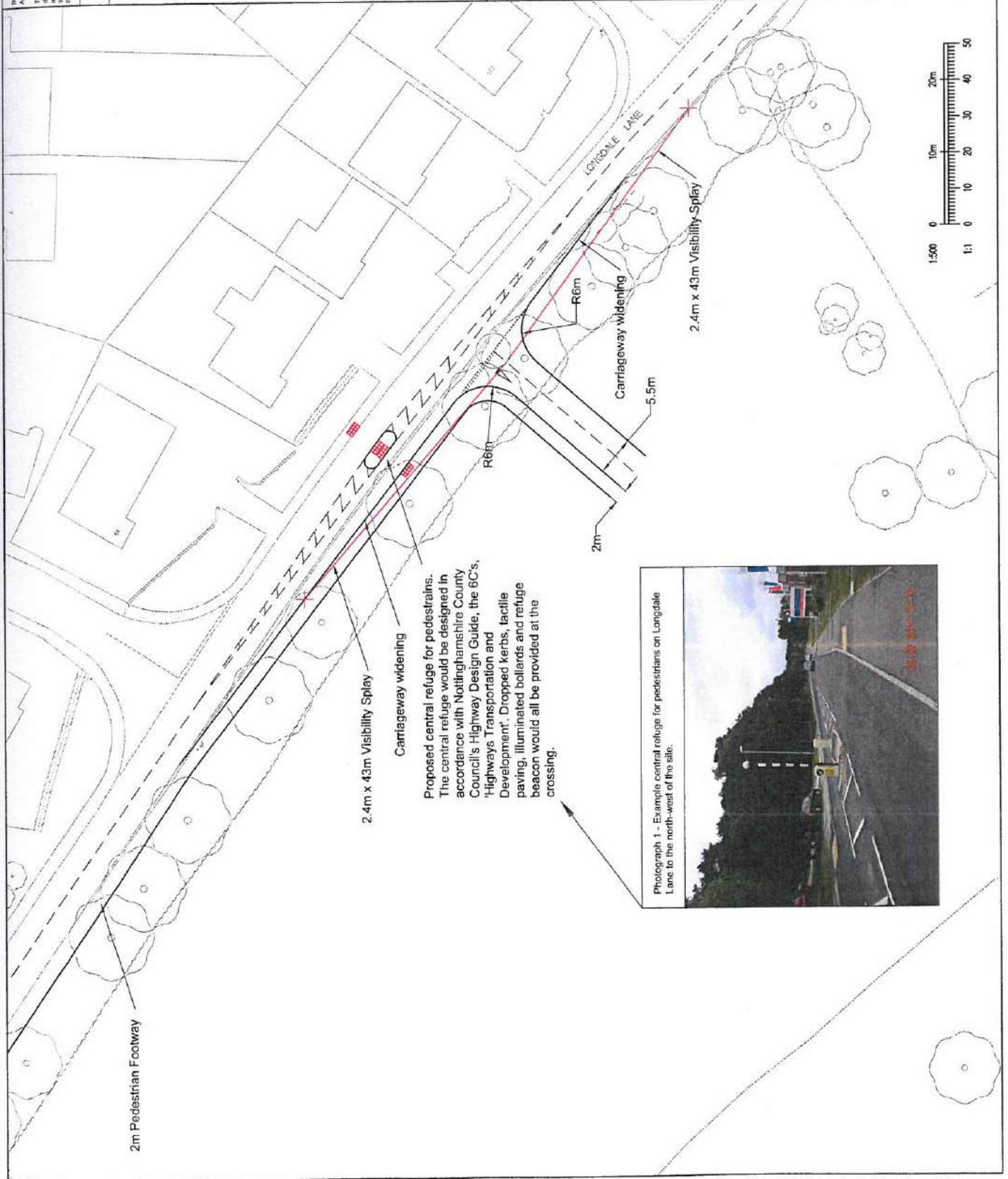
Title
SITE ACCESS DESIGN

Client
Messrs J.J. GN, CR and JT Cutts, and Messrs M.P and P. Lane



Hallway House, 118/119a Finesse, Nottingham NG1 1DN
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PRELIMINARY	
Designed by	DC
Drawn by	DC
Date	20.11.2017
Scale	1:500
Project No	CRN10522-100
Author	00
Category	00
Number	001
WTD	Not'tm



Proposed central refuge for pedestrians.
The central refuge would be designed in accordance with Nottinghamshire County Council's Highway Design Guide, the 6C's, 'Highways Transportation and Development'. Dropped kerbs, tactile paving, illuminated bollards and refuge beacon would all be provided at the crossing.



Photograph 1 - Example central refuge for pedestrians on Longdale Lane to the north-west of the site.

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- civil engineering
- energy & environmental
- secondment & outsourcing
- structural engineering
- transport planning

sectors

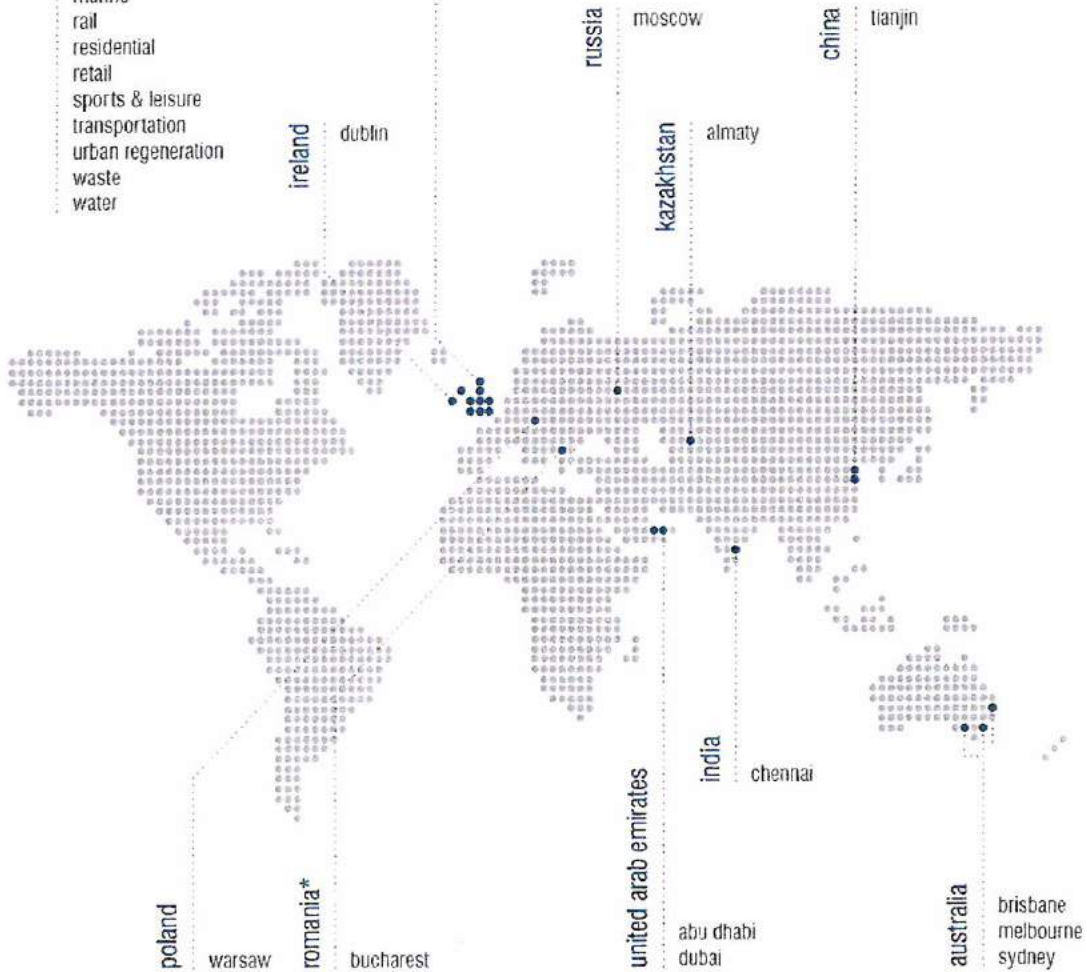
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- commercial
- communication & technology
- conservation / historic
- education
- energy
- government & defence
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- highways
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- retail
- sports & leisure
- transportation
- urban regeneration
- waste
- water

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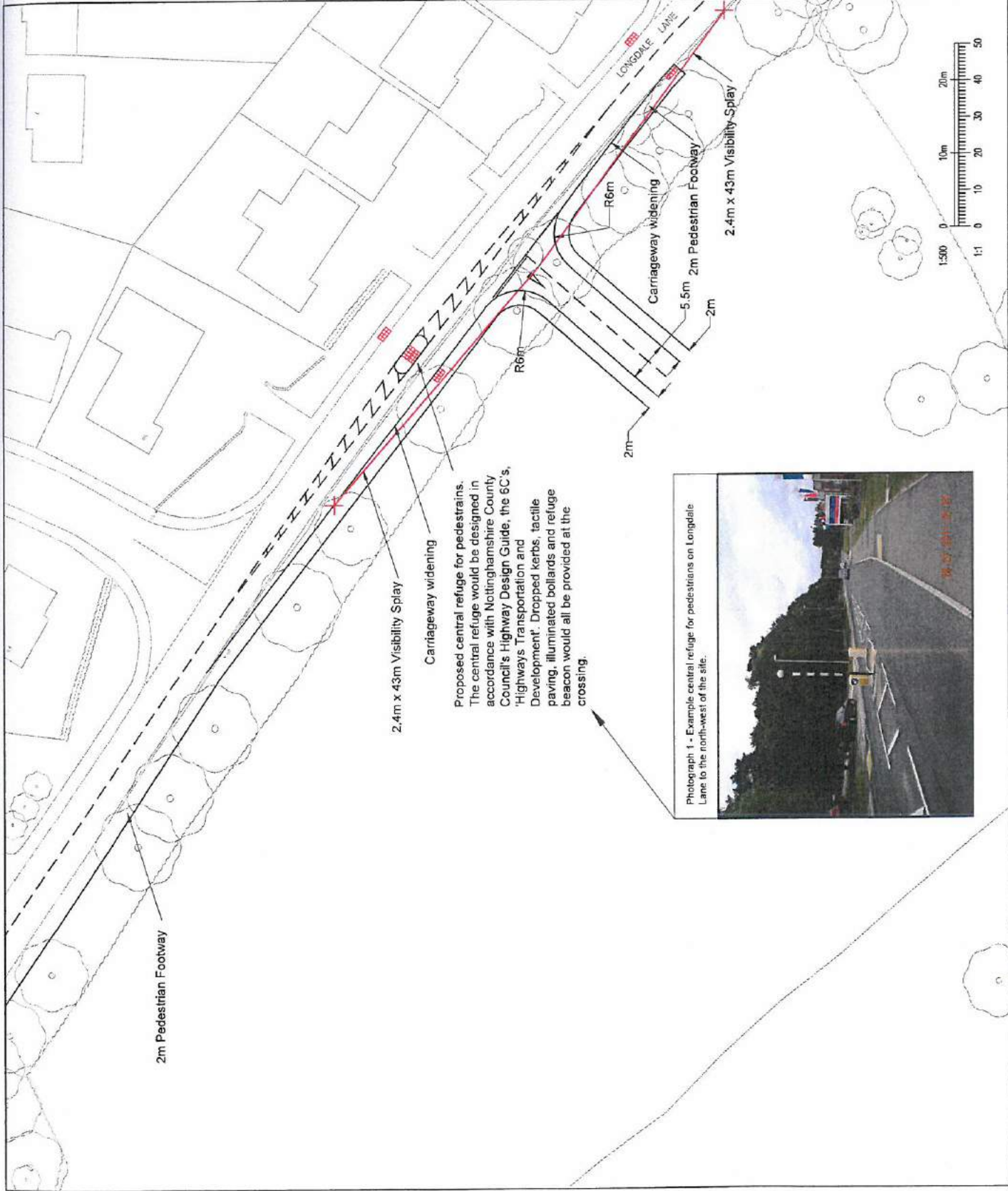
- pickfords wharf
- clink street
- london
- SE1 9DG
- t +44 20 7928 7888
- f +44 20 7928 3033



*Project Office

ANNEX 2

OFFSITE HIGHWAY WORKS PLAN



Proposed central refuge for pedestrians. The central refuge would be designed in accordance with Nottinghamshire County Council's Highway Design Guide, the 6C's, 'Highways Transportation and Development'. Dropped kerbs, tactile paving, illuminated bollards and refuge beacon would all be provided at the crossing.



Photograph 1 - Example central refuge for pedestrians on Longdale Lane to the north-west of the site.

Rev	Date	Description	By
A	06/02/14	Footway included to the southwest of the access	NHT

Amendments
 Proposed
Land at Ravenshead, Nottinghamshire
 Title

Site Access Design

Client
 Messrs JJ, GM, CR & JT Collins, & Messrs M, P & P Lane



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PRELIMINARY

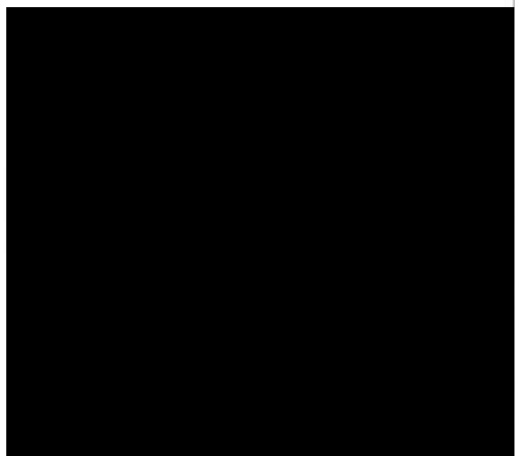
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Author	Zone	Category	Number	Revision	
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presence of:-)

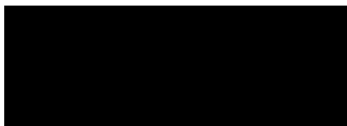


Mayor

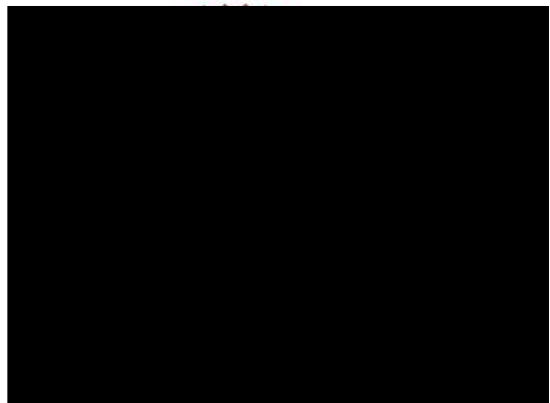
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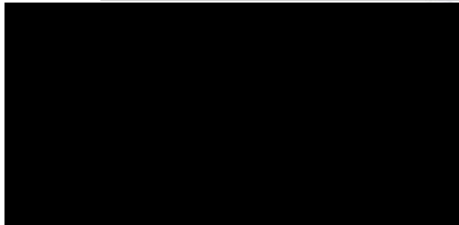
THE COMMON SEAL of
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in the presence of:-



Authorised Signatory



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CUTTS in the presence of:)

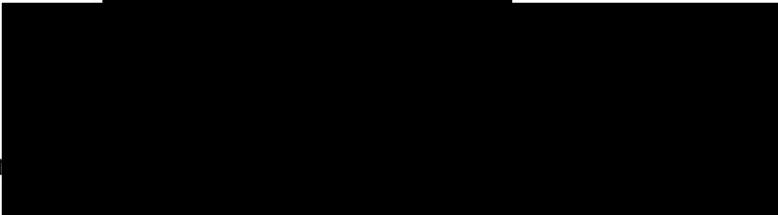


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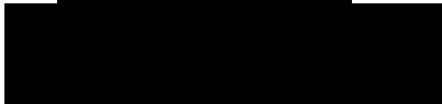
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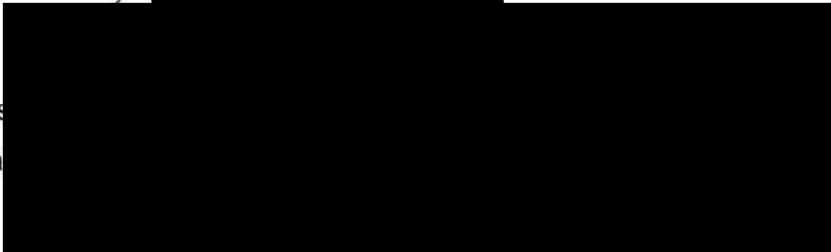


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SIGNED as a deed by **CHRISTOPHER**)
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SIGNED as a deed by **JAMES TIMOTHY**
CUTTS in the presence of:

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SIGNED as a deed by **MICHAEL LANE**)
in the presence of:)

[Redacted]

Witness signature:

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Address:

Occupation:

SIGNED as a deed by **PETER LANE**
in the presence of:

[Redacted]

Witness signature:

[Redacted]

Name:

[Redacted]

Address:

Occupation:

SIGNED as a deed by **PHILIP LANE**

in the presence of:



Witness signature:



Name:

Address:

Occupation:

