

DATED

21

JANUARY

2016

TAMWORTH BOROUGH COUNCIL

- and -

STAFFORDSHIRE COUNTY COUNCIL

- and -

REDROW HOMES LIMITED

SECTION 106 AGREEMENT

relating to

Land known as the former golf course site Tamworth

Planning Application Ref: 0088/2015

THIS PLANNING OBLIGATION BY AGREEMENT is dated 21 JANUARY 2016

BETWEEN:-

- (1) TAMWORTH BOROUGH COUNCIL of Marmion House Lichfield Street Tamworth Staffs B79 7BZ ("the Borough Council"); and
- (2) STAFFORDSHIRE COUNTY COUNCIL of Staffordshire Place 2 Stafford ST16 2DH ("the County Council")
- (3) REDROW HOMES LIMITED (Company Number 01990710) of Redrow House St Davids Park Flintshire CH5 3RX ("the Owner")

WHEREAS:

1. The Owner has the freehold interest in the Site registered at Land Registry under title No. SF597213.
2. For the purposes of the Act the Borough Council is the local planning authority for the area in which the Site is located.
3. The County Council is the local highway authority and the local education authority for the area in which the Site is located.
4. The Application was submitted to the Borough Council for permission to develop the Site for the purposes and in the manner described in the Application.
5. At a meeting of the Borough Council's Planning Committee held on 4 August 2015 it was resolved that, subject to the completion of this Agreement, the Planning Permission should be granted.

6. The County Council as local highway authority is of the opinion that, in the event of the Site being developed in accordance with the Planning Permission, a travel plan and a fee for the monitoring of the travel plan should be secured and a bus service provided for the Development.
7. The County Council as local education authority is of the opinion that, in the event of the Site being developed in accordance with the Planning Permission, the Owner should contribute towards local education provision by making a financial contribution towards secondary education provision in Tamworth providing land on the Site for a primary school and either constructing the primary school or making a financial contribution towards the building of a primary school.
8. The Borough Council as local planning authority is of the opinion that, in the event of the land being developed in accordance with the Planning Permission, the Owner should provide on-site affordable housing, a sum towards the provision of off-site leisure facilities, a sum towards public open space creation and maintenance and a sustainable urban drainage system.

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"the Act"	shall mean the Town and Country Planning Act 1990 (as amended) by the Planning and Compensation Act 1991)
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"Affordable Home"

means a home defined as affordable housing in Annex 2: Glossary of the National Planning Policy Framework or as permitted by subsequent legislation or national guidance brought in after the date of this Agreement

"Affordable Housing Unit"

means any dwelling designated as an affordable housing unit under the provisions of Schedule 2

"Affordable Rental Unit"

means a dwelling let by local authorities or private registered providers of social housing to households who are eligible for social rented housing and is subject to rent controls that require a rent of no more than 80% of the local market rent (including services, where applicable)

"the Agreement"

shall mean this Agreement which contains planning obligations made pursuant to Section 106 of the Act

"the Application"

shall mean the application for planning permission for the carrying out of the Development pursuant to the Act made to the Borough Council and carrying reference number 0088/2015 and registered on 26 February 2015

"the Borough Council Monitoring Fee"	means the sum of £17,800 (seventeen thousand eight hundred pounds) Index Linked
"Bus Service"	a fare paying passenger carrying bus service provided in accordance with Schedule 7
"the Commencement Date"	shall mean the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act save for: access works, any site investigation works, trial holes or other operations to establish the ground conditions of the Site, any works of demolition, any site offices, erection of marketing suites, security fencing and compounds, any works carried out in connection with any archaeological investigations required for the Site and the terms "Commencement" "Commence" and "Commenced" shall be construed accordingly
"the Community Woodland"	shall mean the land defined as new community woodland on the Site Masterplan save that the internal boundary of the Community Woodland can be adjusted to create roads for access to the Development and to reflect the reserved matters approval for the relevant Phase of the Development for land adjacent to the relevant interval boundary

or as otherwise agreed in writing by the Borough Council subject to the gross area of the Community Woodland remaining as set out in the Site Masterplan

"the Community Woodland Contribution"

shall mean a contribution in the sum of £500,000.00 (five hundred thousand pounds) Index Linked towards the creation and maintenance of the Community Woodland

"Community Woodland Open Space Works"

means the creation of a Cycle and Pedestrian Way and associated landscaping works in the Community Woodland as shown on the Site Masterplan

"Community Woodland Open Space Works Supervision Fee"

means the sum of £700

"the County Council Monitoring Fee"

means the sum of £437.50 (four hundred and thirty seven pounds and fifty pence) Index Linked

"Cycle and Pedestrian Way"

means where shown dashed red on the Site Masterplan a cycle and pedestrian way constructed in accordance with the specification annexed at Appendix 6; or otherwise a cycle and pedestrian way constructed in a location and in accordance with a specification acceptable for adoption as

public highway by the County Council following submission of a Reserved Matters Application which may in the sole discretion of the County Council be adopted as public highway

"the Development"

shall mean the development of the Site in accordance with the Planning Permission

"Development Is Complete"

shall mean the Occupation of the 1,100th dwelling

"Due Date"

the date upon which any payment due under any of the provisions of this Agreement is to be made

"Dwelling"

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

"Extension to the Local Nature Reserve"

shall mean the land defined as the extension to the local nature reserve on the Site Masterplan save that the internal boundary of the Extension to the Local Nature Reserve can be adjusted to create roads for access to the Development and to reflect the reserved matters approval for the relevant Phase of the Development for land adjacent to the relevant interval boundary or as otherwise agreed in writing by the Borough Council subject to the gross area of the Extension to the Local Nature

Reserve remaining as set out on the Site Masterplan

"Extension to the Local Nature Reserve Contribution"

shall mean a contribution in the sum of £1,200,000.00 (one million and two hundred thousand pounds) Index Linked towards the creation and maintenance of the natural play area, creation and maintenance of public open space and for the maintenance of the sustainable urban drainage scheme

"Extension to the Local Nature Reserve Open Space Works"

means the creation of a Cycle and Pedestrian Way as shown on the Site Masterplan associated minor landscaping works and the creation of the Sustainable Urban Drainage System

"Extension to the Local Nature Reserve Open Space Works Specification"

means the landscape management plan in relation to the Extension to the Local Nature Reserve approved by the Borough Council in relation to the relevant condition of the Planning Permission

"Extension to the Local Nature Reserve Open Space Works Supervision Fee"

"the Green Land"

shall mean that land shown for the purpose of identification only coloured green on Plan 2 excluding the Extension to the Local Nature

Reserve and the Community Woodland as shown on the Site Masterplan save that the internal boundary of the Green Land can be adjusted to create roads for access to the Development and to reflect the reserved matters approval for the relevant Phase of the Development for land adjacent to the relevant interval boundary or as otherwise as agreed in writing by the Borough Council and subject to a limit of 5 metre variation to the internal boundary of the Green Land which is immediately adjacent to the residential area existing at the date of this agreement as shown on Plan 2 and subject to a minimum width of 2 metre for any part of the Green Land and subject to the gross area of the Green Land remaining as set out on the Site Masterplan

"the Green Land Open Space Contribution"

shall mean a contribution in the sum of £300,000.00 (three hundred thousand pounds) Index Linked towards the creation and maintenance of the Green Land Open Space Works to be agreed with the Borough Council

"Green Land Open Space Land"

means the Green Land excluding the Community Woodland and the Extension to the Local Nature Reserve

"Green Land Open Space Works"	means the construction of Cycle and Pedestrian Ways and associated landscaping works
"Green Land Open Space Works Specification"	means the landscape management plan approved by the Borough Council in relation to the relevant condition of the Planning Permission
"Green Land Open Space Works Supervision Fee"	means the sum of £700
"the Index"	shall mean the All Items Group (item reference CHAW) of the Retail Prices Index Table 18.3 published by the Office for National Statistics
"Index Linked"	means increased (if applicable) in proportion to movements in the Index between the date of this Agreement and the date the particular payment is made
"Intermediate Units"	means dwellings for sale and rent provided at a cost above social rent but below market levels provided to eligible households whose needs are not yet met by the market and include shared equity, being shared ownership and equity loans, other low cost homes for sale and intermediate rent but not affordable rented housing

"the Leisure Centre Contribution"	means the sum of £1,000,000.00 (one million pounds) Index Linked towards the provision of a new leisure centre to serve all of Tamworth as indicated in the Borough Council's Leisure Strategy
"Local Centre Land"	shall mean that land shown for the purpose of identification only coloured orange on Plan 2
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term "Occupy" shall be construed accordingly
"Open Market Dwellings"	means the Dwellings on the Site other than the Affordable Rental Units and the Intermediate Units
"the Owner"	shall mean Redrow Homes Limited
"Phase"	a phase of the Development as identified on the phasing plan approved by the Borough Council in accordance with the relevant planning condition of the Planning Permission

"Plan 2"	shall mean drawing number 5129896-ATK-DR-005 revision P 2 attached to this Agreement at Appendix 2
"the Planning Permission"	shall mean the planning permission which will be granted pursuant to the Application immediately on completion of this Agreement
"Registered Provider"	a registered provider of social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008 (or any statutory provision amending, consolidating or replacing it for the time being in force) or in the event that Registered Providers are replaced by statute some other form of organisation replacing or taking over the functions of a Registered Provider as shall first be approved by the Borough Council
"Reserved Matters Application"	means a reserved matters application made pursuant to the Planning Permission
"Satisfaction of the Borough Council"	means to the satisfaction of the Council acting reasonably and without delay
"the Site"	shall mean that area of land which is more particularly delineated and edged red on the Site Plan and is known as the former golf course site Tamworth

"the Site Masterplan"	shall mean the plan attached to this Agreement at Appendix 3
"the Site Plan"	shall mean the Site Plan attached to this Agreement at Appendix 1
"the Sports Pitch Contribution"	means the sum of £500,000.00 (five hundred thousand pounds) Index Linked towards the improved provision of sports pitches within Tamworth as indicated in the Borough Council's Leisure Strategy
"Sustainable Urban Drainage System"	means a sustainable urban drainage system the design and construction of which is to be agreed in writing by the Borough Council
"Tamworth Town Centre"	shall mean the Tamworth Town Centre as defined in the adopted Tamworth Local Plan
"Working Days"	means any day except a Saturday, Sunday, Bank or public holiday and any day between and including 27 and 31 December in any year
"1980 Act"	means the Highways Act 1980, as amended

1.2 Where the context so requires:

- (a) the singular includes the plural;
- (b) references to any party will include the successors in title of that party;
- (c) where a party includes more than one person, any obligations of that party will be joint and several; and
- (d) references to clauses and schedules are references to clauses in and schedules to this Agreement

2. Legal Effect

- 2.1 This Planning Obligation by agreement is made pursuant to section 106 of the Act and the Local Government Act 1972, section 111, to the intent that it will bind the Owner and its successors in title to each and every part of the Site and their assigns as provided in those sections save as provided by clause 6.2 and paragraph 13 of Schedule 2 of this Agreement.
- 2.2 This Agreement will be enforceable by the Borough Council and the County Council.
- 2.3 No person will be liable for any breach of this Agreement unless they hold an interest in that part of the Site in respect of which such breach occurs or held such an interest at the date of the breach.
- 2.4 Apart from clause 2.7 and clause 2.8 this Agreement shall have effect from the date hereof save that the obligations contained in the Schedules will not take effect until the following conditions precedent have been fulfilled:
 - (a) the Planning Permission has been granted; and
 - (b) Development has commenced.

- 2.5 If the Planning Permission expires within the meaning of ss 91, 92, 93 of the Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or its successors in title, this Agreement will cease to have effect.
- 2.6 Nothing in this Agreement will be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission granted by the local planning authority or by the Secretary of State on appeal or by reference to him after the date of this Agreement.
- 2.7 The Owner will pay the Borough Council and the County Council their reasonable costs incurred in relation to the preparation and completion of this Agreement, upon signing of the Agreement.
- 2.8 The Owner will pay:
- (a) to the Borough Council the Borough Council Monitoring Fee; and
 - (b) to the County Council the County Council Monitoring Fee
- towards the costs of administering and monitoring the obligations contained within this Agreement upon signing of the Agreement.
- 2.9 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3. Obligations

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

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

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

4. Reasonableness

4.1 Save as otherwise provided in this Agreement, any approval in writing, certificate, consent or expression of satisfaction to be given by the Borough Council or the County Council under this Agreement will not be unreasonably withheld or delayed.

5. Arbitration

5.1 Any dispute or difference arising between the parties in respect of Schedules 1-5 of this Agreement with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement will, except as otherwise expressly provided, be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors as the case may be and any such reference will be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any modification or re-enactment for the time being in force.

6. Third Party Rights

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

6.2 Plot Purchasers/Statutory Undertakers

The provisions of this Agreement shall not be enforceable against

- (a) statutory undertakers
- (b) the individual purchasers of any Open Market Dwelling constructed on the Site apart from the provisions of Schedule 9; and
- (c) the provisions of Schedules 1, 3 to 8 inclusive and 10 shall not be enforceable against the individual purchasers of any of the Affordable Housing Units.

7. Late Payment


7.1 If any payment due under any of the provisions of this Agreement is not made on or before the date upon which it is due the party from whom it was due shall at the same time as making the payment to the other party pay interest at 3% above the base lending rate of the Barclays Bank Plc as at the Due Date for the period starting with the Due Date and ending with the date on which payment of the sum on which interest is payable is received.

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

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



A red wax seal with a serrated edge. Handwritten in blue ink above the seal are the dates "16/01/09" and "16/01/09". The seal itself is embossed with a circular design, possibly a coat of arms or a crest, though the details are difficult to discern due to the texture of the wax.



SCHEDULE 1

General Obligations

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

1. To permit the Head of Planning and Regeneration and any person or persons authorised by him access to the Site or any part of it at all times, on reasonable notice and in compliance with the Owner's reasonable requirements, and to permit him or them to inspect the Development and all materials intended for use in it.
2. To give the Borough Council and the County Council notice in writing no later than 7 days prior to the anticipated Commencement Date.
3. To give the Borough Council and the County Council notice in writing of the Commencement of the Development within 7 days of the Commencement Date.
4. To give the Borough Council and the County Council notice in writing no later than 7 days after the first Occupation of the Development.
5. To give the Borough Council and the County Council notice in writing of the commencement of construction of the 50th Dwelling on the Site.
6. To give the Borough Council and the County Council notice in writing of the commencement of construction of the 110th Dwelling on the Site.

7. To give the Borough Council and the County Council notice in writing of the commencement of construction of the 250th Dwelling on the Site.
8. To give the Borough Council and the County Council notice in writing of the commencement of construction of the 500th Dwelling on the Site.
9. To give the Borough Council and the County Council notice in writing of the commencement of construction of the 550th Dwelling on the Site.
10. To give the Borough Council and the County Council notice in writing of the commencement of construction of the 750th Dwelling on the Site.
11. To give the Borough Council and the County Council notice in writing of the commencement of construction of the 1000th Dwelling on the Site.

SCHEDULE 2

Affordable Housing

The Owner covenants with the Borough Council:

1. To ensure that 20% of the Dwellings constructed as part of the Development are Affordable Housing Units.
2. To ensure that 75% of the Affordable Housing Units in each Phase are to be Affordable Rental Units and 25% of the Affordable Housing Units in each Phase are to be Intermediate Units unless otherwise agreed with the Borough Council.
3. To provide 20% Affordable Housing Units within each Phase unless otherwise agreed with the Borough Council the location type and mix to be agreed with the Borough Council at the time of the date of the submission of the Reserved Matters Application in relation to that Phase.
4. Unless otherwise agreed with the Borough Council not to Occupy or permit the Occupation of more than 60% of the Open Market Dwellings in a Phase until 75% of the Affordable Housing Units in that Phase have been constructed and offered for sale to a Registered Provider.
5. Unless otherwise agreed with the Borough Council not to Occupy or permit the Occupation of more than 80% of the Open Market Dwellings in a Phase until 100% of the Affordable Housing Units in that Phase have been constructed and offered for sale to a Registered Provider.

6. To ensure that the Affordable Rental Units are let in accordance with the allocations system as adopted by the Borough Council.
7. Where transferred to a Registered Provider to ensure that each Affordable Housing Unit shall at all times be occupied and managed in accordance with the objectives of a Registered Provider.
8. The Owner shall use reasonable endeavours during the period of three months from the commencement of marketing to ensure the Affordable Housing Units are leased/sold to purchasers who are on the Borough Council's housing register or are registered with the Help to Buy Agent for Tamworth PROVIDED THAT priority is given during the first month of such marketing period firstly to applicants occupying an Affordable Home within the Borough Council's administrative boundary and secondly to those residing in a dwelling of any tenure including open market housing within the Borough Council's administrative boundary for a minimum period of twelve months immediately preceding that date ("the Relevant Criteria").
9. In the event that a Registered Provider has not accepted a reasonable offer made by the Owner under paragraphs 4 or 5 above within 3 months of the date of the offer then paragraphs 10 11 and 12 shall apply.
10. The Owner will be able to dispose of any Affordable Housing Unit the subject of that offer on the open market for a price of no more than eighty five per cent (85%) of the open market value of that Affordable Housing Unit subject to compliance with the Relevant Criteria such value to be the average of two valuations provided by two independent estate agents.

11. If the Owner is unable to sell any Affordable Housing Unit(s) at a price of no more than eighty five per cent (85%) of the open market value of that Affordable Housing Unit to a purchaser who meets the Relevant Criteria and provided that the Borough Council is satisfied that the Affordable Housing Unit(s) has been marketed for a period of not less than 3 months to attract a purchaser who meets the Relevant Criteria then the Borough Council will permit the Owner to sell the Affordable Housing Unit(s) to a purchaser who does not meet the Relevant Criteria provided that the price payable in these circumstances shall be no more than 85% of the open market value of the Affordable Housing Units such value to be the average of two valuations provided by two independent estate agents.
12. The requirements of paragraphs 10 and 11 shall apply to each subsequent disposal of an Affordable Housing Unit.
13. The restrictions upon development and/or use of the Affordable Housing Units shall cease and not apply upon:
 - (a) the exercise of a power of sale by a mortgagee of the Registered Provider or a mortgagee of any owner or occupier of an Affordable Housing Unit or a sale by a receiver appointed by such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge;
 - (b) the purchase of an Affordable Housing Unit pursuant to the exercise of any statutory right to buy or acquire; or
 - (c) the acquisition by an occupier of the whole of the interest in a shared ownership lease.

SCHEDULE 3

Open Space including Sustainable Urban Drainage

Community Woodland

Part 1

1. The Owner shall at its own expense carry out the Community Woodland Open Space Works.
2. The Owner shall at its own expense complete the Community Woodland Open Space Works to the Satisfaction of the Borough Council within 2 years of the date of the first reserved matters approval.
3. Within 21 days of the Borough Council issuing an Community Woodland Open Space Works Approval Notice the Owner shall transfer the Community Woodland to the Borough Council.
4. On the transfer of the Community Woodland to the Borough Council the Owner shall pay Borough Council's reasonable legal fees associated with such transfer.
5. Upon commencement of the Community Woodland Open Space Works the Owner shall pay the Community Woodland Open Space Works Supervision Fee to the Borough Council.

Part 2

6. The Community Woodland Open Space Works shall be carried out by a landscape contractor appointed by the Owner at its own expense.

7. The Borough Council shall have the right for itself and its employees and agents at all reasonable times and upon reasonable notice to the Owner to view the state and progress of the Community Woodland Open Space Works PROVIDED THAT the Borough Council shall use reasonable endeavours to ensure that in so doing no material interference is caused to the carrying out of the Community Woodland Open Space Works by the exercise of this right.
8. Upon completion of the Community Woodland Open Space Works the Owner shall serve written notice of practical completion ("the Community Woodland Open Space Works Practical Completion Notice") upon the Borough Council to that effect.
9. Upon receipt of the Community Woodland Open Space Works Practical Completion Notice the Borough Council shall inspect the Community Woodland Open Space Works and if the Community Woodland Open Space Works have been completed to the Satisfaction of the Borough Council in accordance with the Community Woodland Open Space Works Specification the Borough Council shall serve a written notice of approval ("the Community Woodland Open Space Works Approval Notice") on the Owner.
10. If the Community Woodland Open Space Works are not completed to the Satisfaction of the Borough Council, the Borough Council shall serve on the Owner a written schedule of defects and/or matters that the Borough Council reasonably regards as outstanding ("the Community Woodland Open Space Works Schedule of Defects").
11. The Owner shall procure that all defects referred to in the Community Woodland Open Space Works Schedule of Defects shall be made good within one month of the issue of the Community Woodland Open Space Works Schedule of Defects or such longer or shorter period specified in writing by the Borough Council and thereafter require further inspection by the Borough Council.

12. The Borough Council may issue further Community Woodland Open Space Works Schedules of Defects if it considers necessary.
13. Upon being satisfied that the Community Woodland Open Space Works have been completed to the Satisfaction of the Borough Council the Borough Council shall issue the Community Woodland Open Space Works Approval Notice to the Owner.
14. Twelve months after the issue of the Community Woodland Open Space Works Approval Notice the Borough Council shall inspect the Community Woodland Open Space Works and if the Community Woodland Open Space Works do not remain completed to the satisfaction of the Borough Council the Borough Council shall serve on the Owner a written schedule of defects and/or matters that the Borough Council reasonably regards as outstanding ("the Community Woodland Post-Maintenance Period Schedule of Defects").
15. The Owner shall procure that all defects referred to in the Community Woodland Post-Maintenance Period Schedule of Defects shall be made good within one month of the issue of the Community Woodland Post-Maintenance Period Schedule of Defects or such longer or shorter period specified in writing by the Borough Council and thereafter require further inspection by the Borough Council.
16. The Borough Council may issue further Community Woodland Post-Maintenance Period Schedules of Defects if it considers necessary.
17. Upon being satisfied that the Community Woodland Open Space Works have been completed to the Borough Council's entire satisfaction the Borough Council shall issue the Community Woodland Open Space Works Final Completion Notice to the Owner.

Extension to the Local Nature Reserve

Part 1

18. The Owner shall at its own expense carry out the Extension to the Local Nature Reserve Open Space Works in accordance with the Extension to the Local Nature Reserve Open Space Works Specification.
19. The Owner shall at its own expense complete the Extension to the Local Nature Reserve Open Space Works to the Satisfaction of the Borough Council within 5 years of the Commencement Date or such other time agreed in writing by the Borough Council and the Owner.
20. Within 21 days of the Borough Council issuing an Extension to the Local Nature Reserve Open Space Works Approval Notice or the Extension to the Local Nature Reserve Open Space Works Final Completion Notice the Owner shall transfer the Extension to the Local Nature Reserve to the Borough Council.
21. On the transfer of the Extension to the Local Nature Reserve to the Borough Council the Owner shall pay Borough Council's reasonable legal fees associated with such transfer.
22. Upon commencement of the Extension to the Local Nature Reserve Open Space Works the Owner shall pay the Extension to the Local Nature Reserve Open Space Works Supervision Fee to the Borough Council.

Part 2

23. The Extension to the Local Nature Reserve Open Space Works Specification shall be drawn up by a Member of the Landscape Institute appointed by the Owner at its own expense.

24. The Extension to the Local Nature Reserve Open Space Works shall be carried out by a landscape contractor appointed by the Owner at its own expense.
25. The Borough Council shall have the right for itself and its employees and agents at all reasonable times and upon reasonable notice to the Owner to view the state and progress of the Extension to the Local Nature Reserve Open Space Works PROVIDED THAT the Borough Council shall use reasonable endeavours to ensure that in so doing no material interference is caused to the carrying out of the Extension to the Local Nature Reserve Open Space Works by the exercise of this right.
26. The Borough Council may make reasonable written representations to the Owner concerning any aspect of the carrying out of the Extension to the Local Nature Reserve Open Space Works and the Owner shall procure that appropriate steps are taken to give effect to such representations.
27. Upon completion of the Extension to the Local Nature Reserve Open Space Works the Owner shall serve written notice of practical completion ("the Extension to the Local Nature Reserve Open Space Works Practical Completion Notice") upon the Borough Council to that effect.
28. Upon receipt of the Extension to the Local Nature Reserve Open Space Works Practical Completion Notice the Borough Council shall inspect the Extension to the Local Nature Reserve Open Space Works and if the Extension to the Local Nature Reserve Open Space Works have been completed to the Satisfaction of the Borough Council in accordance with the Extension to the Local Nature Reserve Open Space Works Specification the Borough Council shall serve a written notice of approval ("the Extension to the Local Nature Reserve Open Space Works Approval Notice") on the Owner.
29. If the Extension to the Local Nature Reserve Open Space Works are not completed to the Satisfaction of the Borough Council, the Borough Council shall serve on the Owner a written

schedule of defects and/or matters that the Borough Council reasonably regards as outstanding for that Phase ("the Extension to the Local Nature Reserve Open Space Works Schedule of Defects").

30. The Owner shall procure that all defects referred to in the Extension to the Local Nature Reserve Open Space Works Schedule of Defects shall be made good within one month of the issue of the Extension to the Local Nature Reserve Open Space Works Schedule of Defects or such longer or shorter period specified in writing by the Borough Council and thereafter require further inspection by the Borough Council.
31. The Borough Council may issue further Extension to the Local Nature Reserve Open Space Works Schedules of Defects if it considers necessary.
32. Upon being satisfied that the Extension to the Local Nature Reserve Open Space Works have been completed to the Satisfaction of the Borough Council the Borough Council shall issue the Extension to the Local Nature Reserve Open Space Works Approval Notice to the Owner.
33. Following the issue of the Extension to the Local Nature Reserve Open Space Works Approval Notice the Owner shall maintain the Extension to the Local Nature Reserve Open Space Works in accordance with the Extension to the Local Nature Reserve Open Space Works Specification for a period of twelve months.
34. On completion of the twelve month maintenance period set out in paragraph 33 above the Borough Council shall inspect the Extension to the Local Nature Reserve Open Space Works and if the Extension to the Local Nature Reserve Open Space Works remain completed to its satisfaction in accordance with the Extension to the Local Nature Reserve Open Space Works Specification the Borough Council shall serve a written notice of

approval ("the Extension to the Local Nature Reserve Open Space Works Final Completion Notice").

35. If the Extension to the Local Nature Reserve Open Space Works do not remain completed to the satisfaction of the Borough Council the Borough Council shall serve on the Owner a written schedule of defects and/or matters that the Borough Council reasonably regards as outstanding ("the Extension to the Local Nature Reserve Post-Maintenance Period Schedule of Defects").
36. The Owner shall procure that all defects referred to in the Extension to the Local Nature Reserve Post-Maintenance Period Schedule of Defects shall be made good within one month of the issue of the Extension to the Local Nature Reserve Post-Maintenance Period Schedule of Defects or such longer or shorter period specified in writing by the Borough Council and thereafter require further inspection by the Borough Council.
37. The Borough Council may issue further Extension to the Local Nature Reserve Post-Maintenance Period Schedules of Defects if it considers necessary.
38. Upon being satisfied that the Extension to the Local Nature Reserve Open Space Works have been completed to the Borough Council's entire satisfaction the Borough Council shall issue the Extension to the Local Nature Reserve Open Space Works Final Completion Notice to the Owner.

Green Land Open Space Works

Part 1

39. The Owner shall at its own expense carry out the Green Land Open Space Works in accordance with the Green Land Open Space Works Specification.
40. The Owner shall not occupy or cause or permit to be occupied more than 90% of the Dwellings to be constructed in each Phase until the Green Land Open Space Works within that Phase have been carried out pursuant to Paragraph 39 hereof.
41. Within 21 days of the Borough Council issuing a Green Land Approval Notice or the Green Land Open Space Works Final Completion Notice the Owner shall transfer the Green Land Open Space Land in the Phase the Green Land Approval Notice relates to to the Borough Council.
42. On all and any transfer of the Green Land Open Space Land to the Borough Council the Owner shall pay Borough Council's reasonable legal fees associated with any such transfer.
43. Upon commencement of the Green Land Open Space Works the Owner shall pay the Green Land Open Space Works Supervision Fee to the Borough Council.

Part 2

44. The Green Land Open Space Works Specification shall be drawn up by a Member of the Landscape Institute appointed by the Owner at its own expense.
45. The Green Land Open Space Works shall be carried out by a landscape contractor appointed by the Owner at its own expense.
46. The Borough Council shall have the right for itself and its employees and agents at all reasonable times and upon reasonable notice to the Owner to view the state and progress

of the Green Land Open Space Works PROVIDED THAT the Borough Council shall use reasonable endeavours to ensure that in so doing no material interference is caused to the carrying out of the Green Land Open Space Works by the exercise of this right.

47. The Borough Council may make written representations to the Owner concerning any aspect of the carrying out of the Green Land Open Space Works and the Owner or its architect shall procure that appropriate steps are taken to give effect to such representations.
48. Upon completion of the Green Land Open Space Works within a Phase the Owner shall serve written notice of practical completion within that Phase ("the Green Land Open Space Works Practical Completion Notice") upon the Borough Council to that effect.
49. Upon receipt of the Green Land Open Space Works Practical Completion Notice for each Phase the Borough Council shall inspect the Green Land Open Space Works for that Phase and if the Green Land Open Space Works have been completed to the Satisfaction of the Borough Council in accordance with the Green Land Open Space Works Specification the Borough Council shall serve a written notice of approval for that Phase ("the Green Land Approval Notice") on the Owner.
50. If the Green Land Open Space Works for a Phase are not completed to the Satisfaction of the Borough Council, the Borough Council shall serve on the Owner a written schedule of defects and/or matters that the Borough Council reasonably regards as outstanding for that Phase ("the Green Land Open Space Works Schedule of Defects").
51. The Owner shall procure that all defects referred to in the Green Land Open Space Works Schedule of Defects shall be made good within one month of the issue of the Green Land Open Space Works Schedule of Defects or such longer or shorter period specified in writing by the Borough Council and thereafter require further inspection by the Borough Council.

52. The Borough Council may issue further Green Land Open Space Works Schedules of Defects if it considers necessary.
53. Upon being satisfied that the Green Land Open Space Works for a Phase have been completed to the Satisfaction of the Borough Council the Borough Council shall issue the Green Land Approval Notice for that Phase to the Owner.
54. Following the issue of the Green Land Approval Notice the Owner shall maintain the Green Land Open Space Works in accordance with the Green Land Open Space Works Specification for a period of twelve months.
55. On completion of the twelve month maintenance period set out in paragraph 54 above the Borough Council shall inspect the Green Land Open Space Works and if the Green Land Open Space Works remain completed to its satisfaction in accordance with the Green Land Open Space Works Specification the Borough Council shall serve a written notice of approval ("the Green Land Open Space Works Final Completion Notice").
56. If the Green Land Open Space Works do not remain completed to the satisfaction of the Borough Council the Borough Council shall serve on the Owner a written schedule of defects and/or matters that the Borough Council reasonably regards as outstanding ("the Green Land Post-Maintenance Period Schedule of Defects").
57. The Owner shall procure that all defects referred to in the Green Land Post-Maintenance Period Schedule of Defects shall be made good within one month of the issue of the Green Land Post-Maintenance Period Schedule of Defects or such longer or shorter period specified in writing by the Borough Council and thereafter require further inspection by the Borough Council.

58. The Borough Council may issue further Green Land Post-Maintenance Period Schedules of Defects if it considers necessary.
59. Upon being satisfied that the Green Land Open Space Works have been completed to the Borough Council's entire satisfaction the Borough Council shall issue the Green Land Open Space Works Final Completion Notice to the Owner.

General

60. The Owner covenants to include the whole of the Green Land, the Community Woodland and the Extension to the Local Nature Reserve within the Reserved Matters Applications for the Site.
61. The Owner covenants to include the whole of the Green Land within the Phasing Plan approved by the Borough Council in accordance with the relevant planning condition of the Planning Permission.

SCHEDULE 4

Leisure Contribution

1. The Owner shall pay to the Borough Council the Leisure Centre Contribution within 5 years of the Commencement Date.
2. The Borough Council covenants with the Owner:
 - a) to deposit the Leisure Centre Contribution in a separately identifiable account to be invested so as to earn the highest rate of interest reasonably obtainable with a clearing bank and all such interest is to be credited to the account
 - b) to apply the principal and interest in the account towards the provision of a new leisure centre to serve all of Tamworth as indicated in the Borough Council's Leisure Strategy
 - c) If no part of the Leisure Centre Contribution shall have been contractually committed by the Council within the period of ten years (or whatever period of time shall be agreed in writing between the Council and the party responsible for paying the Leisure Centre Contribution) from the receipt in full of the Leisure Centre Contribution the Council shall upon written request repay the Leisure Centre Contribution (including any interest accrued but not including any monies required to be paid by the Owner in accordance with clause 7 hereof) to the Owner.
3. The Owner shall pay to the Borough Council the Sports Pitch Contribution within 2 years of the Commencement Date.
4. The Borough Council covenants with the Owner:

- a) to deposit the Sports Pitch Contribution in a separately identifiable account to be invested so as to earn the highest rate of interest reasonably obtainable with a clearing bank and all such interest is to be credited to the account
- b) to apply the principal and interest in the account towards the improved provision of sports pitches within Tamworth as indicated in the Borough Council's Leisure Strategy
- c) If no part of the Sports Pitch Contribution shall have been contractually committed by the Borough Council within the period of ten years (or whatever period of time shall be agreed in writing between the Borough Council and the party responsible for paying the Sports Pitch Contribution) from the receipt in full of the Sports Pitch Contribution the Borough Council shall upon written request repay the Sports Pitch Contribution (including any interest accrued but not including any monies required to be paid by the Owner in accordance with clause 7 hereof) to the Owner.

SCHEDULE 5

Open Space Contributions

1. The Owner shall pay to the Borough Council fifty per cent (50%) of the Community Woodland Contribution prior to the date of the transfer of the Community Woodland to the Borough Council in accordance with paragraph 3 of Schedule 3.
2. The Owner shall pay to the Borough Council fifty per cent (50%) of the Community Woodland Contribution prior to the date 5 years after the Commencement Date.
3. The Borough Council covenants with the Owner:
 - a) to deposit the Community Woodland Contribution in a separately identifiable account to be invested so as to earn the highest rate of interest reasonably obtainable with a clearing bank and all such interest is to be credited to the account
 - b) to apply the principal and interest in the account towards the creation and maintenance of the Community Woodland.
4. The Owner shall pay to the Borough Council the Extension to the Local Nature Reserve Contribution within 5 years of the Commencement Date.
5. The Borough Council covenants with the Owner:
 - a) to deposit the Extension to the Local Nature Reserve Contribution in a separately identifiable account to be invested so as to earn the highest rate of interest reasonably obtainable with a clearing bank and all such interest is to be credited to the account
 - (b) to apply the principal and interest in the account towards the creation and maintenance of the natural play area, creation and maintenance of public open

space and for the maintenance of the sustainable urban drainage system on the Extension to the Local Nature Reserve.

6. The Owner shall pay to the Borough Council the Green Land Open Space Contribution prior to the Occupation of 1,000 Dwellings.
7. The Borough Council covenants with the Owner:
 - a) to deposit the Green Land Open Space Contribution in a separately identifiable account to be invested so as to earn the highest rate of interest reasonably obtainable with a clearing bank and all such interest is to be credited to the account
 - b) to apply the principal and interest in the account towards the maintenance of public open space on the Green Land.

SCHEDULE 6

Education Provisions

Part 1 – Main Provisions

1 DEFINED TERMS

In this Schedule, the following words and expressions have the following meanings:

“Access”

a vehicular access route from the adopted highway to the School Site that is of a quality to the Reasonable Satisfaction of the County Council at least sufficient and suitable for construction vehicles and vehicles for the delivery of materials for the construction of the primary school on the School Site

“Access Roads”

access roads comprised in the Development from the adopted highway to the boundary of the School Site constructed to at least wearing course standard together with the right for those using or occupying the School Site to use them until such time as they may be adopted by the local highway authority

“Construction Work”

work to construct a Dwelling including digging footings laying slab foundations piling or other works to support a building but

does not including laying services to any
such building demolition or other site
preparation works

"Fence"

a fence 2.0m high in accordance with the
following specification namely:
vertical bar fencing with 25mm diameter
hollow vertical bars supported by horizontal
rails or channels of a minimum size of 50 x
33mm fixed to 102 x 44 RSJ posts or 50 x
110mm HD posts set at maximum 2.75m
centres and a minimum of 750mm in the
ground;
panels to be supplied with supporting legs to
provide additional stability;
bars to have square top finish and have a
maximum gap between them of 100mm;
the whole fence to be galvanised and
finished in polyester powder coating;
all work to be in accordance with BS1722
part 9;
as shown on the drawing attached headed
"Fence Specification" at Appendix 4

**"Notice of Intention to commence
Construction Work"**

a written notice served by the Owner on the
County Council pursuant to paragraph 3.7.2
of this schedule to confirm the Owner's

intention to commence Construction Work

"Primary School Sum"

means the sum of £5,700,000 Index Linked

"School"

means a two form entry primary school including nursery provision to be provided on the School Site together with ancillary playing fields, facilities and equipment designed and constructed in accordance with the Department for Education Building Bulletin Standards

"School Design"

means a design for the School to be submitted by the Owner to the County Council and approved by the County Council in accordance with paragraph 3.8.2 of this Schedule

"School Site"

means one area of 2.5 ha of land which is level, drained, free from contamination and other adverse ground conditions, Fenced, Serviced and suitable for use for the School to be reserved for the School in accordance with paragraph 3.2 of this Schedule, the general location of which is shown coloured pink on the Site Masterplan and the exact location is to be determined in accordance

with the Planning Permission and any reserved matters approval

"Secondary Education Sum"

means the sum of £3,490,620 Index Linked relating to the provision of not more than 1,100 dwellings including 165 Affordable Rental Units (as defined in Schedule 2 of this Agreement) dwellings provided always that the Secondary Education Sum shall be recalculated and increased or decreased in accordance with the approved policies of the County Council in place at the date of this Agreement in the event that the total number of dwellings is different to 1,100 or the number of Rented Social Housing Unit dwellings is amended from 165

"Services"

means water supply, foul sewerage, surface water drainage to a Sustainable Urban Drainage System or mains drains, gas, electricity and telecommunications with connection points in or adjacent to (on the School Site side) the section of access road and/or footway serving and adjacent to the School Site together with the right for those using or occupying the School Site to use those facilities until such time as they may be

dedicated and/or adopted by the relevant
statutory undertaker or authority

2. SECONDARY EDUCATION SUM

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

2.1. the Owner shall pay the Secondary Education Sum to the County Council as follows:

2.1.1 10% prior to Commencement of the Development;

2.1.2 15% prior to Commencement of the 110th Dwelling;

2.1.3 25% prior to Commencement of the 250th Dwelling;

2.1.4 25% prior to Commencement of the 500th Dwelling;

2.1.5 25% prior to Commencement of the 750th Dwelling.

2.2. the Owner shall notify the County Council of the payments of the Secondary Education Sum within 7 days of each payment being made.

2.3. the County Council covenants with the Owner and as a separate covenant with the Borough Council to:

2.3.1 Apply the Secondary Education Sum:

2.3.1.1 to provide an outdoor PE classroom and to include any associated and/or ancillary infrastructure; and

2.3.1.2 towards the provision of additional educational facilities to increase the PAN up to 210 and to include any associated and/or ancillary infrastructure at

Landau Forte Academy, Amington (or for any successor school or establishment following a change in name or school type).

The identified scheme may be changed in whole or in part by written agreement between both parties.

2.3.2 provide within a reasonable period such details of the expenditure of the Secondary Education Sum that the Owner may reasonably request in writing within a reasonable period, as far as the County Council is permitted to do so under law AND PROVIDED THAT such requests for information will be considered in accordance with the provisions of the Freedom of Information Act 2000 and where any information falls within the scope of any of the exemptions contained within that act the County Council shall not be obliged to release it.

2.3.3 return any part of the Secondary Education Sum which has not been expended within ten years from the date of receipt of the final payment of the Secondary Education Sum to the party who paid the same together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County Council to the date of its repayment.

3. SCHOOL SITE

The County Council and the Owner hereby agree pursuant to section 1 of the Localism Act 2011, sections 111 and 120 of the Local Government Act 1972 and any other relevant statutory powers under which this Agreement is made as well as section 106 of the Act that:-

3.1. The Owner shall before the submission of any Reserved Matters Application submit for the County's approval details of the proposed extent and location of the School.

- 3.2 The Owner shall from the date of written approval of the extent and location of the School Site by the County Council until the date that the School Site is transferred to the County, reserve and safeguard the School Site (in accordance with paragraph 3 of Part 1 of this Schedule 6) for use by the County Council as school land (and shall not use the School Site for any purpose incompatible with that use).
- 3.3. The Owner shall, as soon as practicable following completion of this Agreement, register the following restriction on the registered title to the School Site (and provide an updated official copy of the register of title to the County Council confirming that the restriction has been registered): *"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer for Staffordshire County Council that the provisions of Schedule X, Part 2, paragraph 1.1 of a Section 106 Agreement dated [] and made between [] have been complied with.*
- 3.4. The Owner shall from the date of this Agreement permit the County Council (including all officers, employees, contractors and agents, with or without plant, machinery and materials) full and unrestricted access (subject to compliance with health and safety matters) to the School Site on prior reasonable notice until the date that the School Site is transferred to the County Council.
- 3.5 The Owner shall provide to the County Council prior to Commencement of Development (at no cost to the County) proof of title to the School Site in accordance with Condition 6.1 of the Standard Commercial Property Conditions (Second Edition) and for the avoidance of doubt the Development shall not be Commenced until the County Council confirms in writing that a good and marketable title to the School Site can be transferred to the County.
- 3.6 Prior to submission of any Reserved Matters Application, the Owner shall elect whether to pay the Primary School Sum (in accordance with the provisions of paragraph 3.7 of this

Schedule) (Option A) or undertake the design and construction of the School (in accordance with the provisions of paragraph 3.8) (Option B) and notify the Borough Council and the County Council in writing of such election.

3.7 In the event that the Owner elects Option A:

3.7.1 the Owner shall pay the Primary School Sum to the County Council as follows:

- (a) £570,000 Index Linked prior to the Commencement of the Development;
- (b) £1,780,000 Index Linked prior to Commencement of the 100th Dwelling;
- (c) £2,100,000 Index Linked prior to Commencement of the 250th Dwelling;
- (d) £1,250,000 Index Linked prior to Commencement of the 550th Dwelling

And notify the Borough Council of each of the instalment payments of the Primary School Sum within 5 Working Days of such payment.

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

- (a) not to carry out Construction Work without first giving to the County Council Notice of Intention to commence Construction Work
- (b) not to carry out Construction Work without first transferring the freehold of the School Site to the County Council on the terms set out in paragraph 3.7.4
- (c) to provide the Access and the Services as hereinafter provided
- (d) the Owner shall:

- (i) prior to commencement of construction of any dwellings provide the Access and shall permit the County Council (including all officers, employees, contractors and agents, with or without plant, machinery and materials) full and unrestricted access over the Access to the School Site save that if the Access is a temporary route pending the provision of the Access Roads then the Owner shall be entitled to replace the whole or part of the Access with the Access Roads or appropriate parts of them and shall permit the County Council to use the same as aforementioned
 - (ii) allow the County Council to obtain access to the School Site at all reasonable hours to survey and investigate the condition of the School Site subject to the County Council giving the Owner at least 5 Working Days prior notice in writing of the date of access
- (e) not to carry out Construction Work without first supplying the County Council with details of the levels of the School Site
- (f) Not to carry out Construction Work without first submitting to the County Council for its approval (such approval not to be unreasonably withheld or delayed) the Owner's proposals (including plans, drawings and other technical detail) for the location and depth of the connection points and details of size fall and capacity in general terms for the Services to be provided by the Owner in or adjacent to the part of the access road to serve the School Site
- (g) Not to carry out Construction Work without completing the erection of the Fence along the entire boundary of the School Site

- (h) The Owner shall provide the Services and the Access Roads as required and in accordance with the timetable for the delivery of the School as informed to the Owner (and of any changes in that timetable) by the County Council pursuant to paragraph 3.7.3(b) of this Schedule
- (i) the Owner shall not from the date of this Agreement until the date that the School Site is transferred to the County Council carry out any works on or use the School Site for any purposes save to comply with its obligations in this schedule or for such other purposes or uses as the County Council may approve in writing

THE COUNTY'S COVENANTS FOR SCHOOL SITE (OPTION A)

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

- (a) as soon as practicable following receipt of the Owner's Notice of Intention to commence Construction Work the County Council will confirm its receipt of the notice to the Owner in writing
- (b) the County Council will take all reasonable steps to enable it to carry out the development of the primary school on the School Site within a reasonable timescale for providing at least 2 forms of entry (420 places) to serve the Development and within 12 months of the carrying out of any Construction Work inform the Owner of the timetable for the delivery of the School and subsequently of any changes in that timetable provided that the Owner has given the County Council Notice of Intention to commence Construction Work, which may include carrying out the works in phases in line with the growth of the housing development and subject to the necessary services,

Access and Access Roads being provided in line with the terms of this agreement

- (d) The County Council shall apply the Primary School Sum towards the provision of the School on the School Site
- (e) The County Council shall provide within a reasonable period such details of the expenditure of the Primary School Sum that the Owner may reasonably request in writing within a reasonable timeframe, as far as the County Council is permitted to do so under law AND PROVIDED THAT such requests for information will be considered in accordance with the provisions of the Freedom of Information Act 2000 and where any information falls within the scope of any of the exemptions contained within that act the County Council shall not be obliged to release it; and
- (f) the County Council shall return any part of the Primary School Sum which has not been expended within ten years from the date of receipt of the final instalment of the said Primary School Sum to the party who paid the same together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County Council to the date of its repayment.

TRANSFER OF SCHOOL SITE AND RELATED PROVISIONS (OPTION A)

3.7.4 The County Council and the Owner hereby agree pursuant to section 1 of the Localism Act 2011, section 111 and 120 of the Local Government Act 1972 and any other relevant statutory powers as follows:

(a) Subject to the Owner first having given Notice of Intention to commence Construction Work to the County Council the Owner shall transfer the freehold of the School Site to the County Council no later than 3 months after giving such Notice, and no later than before Commencement of the Development on the terms hereinafter contained provided always that in the event that the Owner and the County Council agree to vary the boundaries before the Owner has given the County Council Notice of Intention to commence Construction Work references to the School Site in this schedule shall mean the School Site with such varied boundaries as are shown on a plan signed by both parties

(b) The School Site shall be transferred subject to the entries on the title at the date of this Agreement other than financial charges but otherwise free from encumbrances

(c) the Owner shall carry out at its own cost and provide to the County Council with the notice in writing of its readiness to transfer the School Site the up to date results of the following searches:

Local Land Charges Search;

Environmental Search;

Coal Mining Search;

Electricity Search;

Gas Search;

Chancel Repair.

the County Council shall not be required to complete the transfer until all the above search results have been received and certified as satisfactory by the

County's conveyancer and any requisitions raised are satisfied (the County's conveyancer acting reasonably and without delay in dealing with these matters) PROVIDED ALWAYS that the results of the electricity and gas searches (together with evidence of orders placed for improved or extended electricity and/or gas supplies if the Owner wishes to provide the same) shall only be required by the County's conveyancer to show the availability of electricity and gas supply in the general vicinity of the Land such as to be capable of comprising part of the Services for the School Site AND FURTHER PROVIDED ALWAYS AND WITHOUT PREJUDICE TO THE FOREGOING if the Owner submits to the County Council any of the results of searches mentioned above in advance of its notice of readiness to transfer in order to ascertain whether such search results would be certified as satisfactory by the County's conveyancer then the County's conveyancer shall respond to the Owner in writing acting reasonably and without unreasonable delay

- (d) as soon as reasonably practicable following the Owner giving notice in writing of its readiness to transfer the School Site but in any event no later than Ten Working Days before the School Site is due to be transferred the County Council shall be supplied with replies to:

CPSE.1 (Version 3.4)

STER; and

SCR

all being part of the Commercial Property Standard Enquiries (CPSE) suite of documents prepared by members of the London Property Support Lawyers Group and endorsed by the British Property Federation

- (e) the completion of the transfer shall take place no later than 2.00 pm on the 20th Working Day after the date the County Council receives notice in writing from the Owner of its readiness to transfer the School Site or on such earlier date as the parties may agree
- (f) the School Site shall be transferred with vacant possession on completion for a consideration of £1 and no deposit shall be payable
- (g) the School Site shall be transferred with full title guarantee
- (h) the School Site shall be transferred together with rights of access over the Access Roads from the date that the Access Roads have been provided in accordance with the requirements of this schedule until such time as they may be adopted by the local highway authority and together with rights for the passage of Services from the date that the Services have been provided in accordance with the requirements of this schedule until such time as they may be dedicated and/or adopted by the relevant statutory undertaker or authority
- (i) the School Site shall be transferred subject to the County Council obtaining no right of light or air over any of the Land retained by the Owner after the transfer
- (J) the Owner warrants that on completion of the transfer the School Site shall be free from contamination or other adverse ground conditions that would prevent or unreasonably restrict the construction of school buildings on the School Site and its use as a school and playing fields.

3.8 In the event that the Owner elects Option B, the Owner shall:-

3.8.1 before Commencement of the Development appoint a designer for the School which appointment shall procure that the entities engaged in the design of the School enter into collateral warranties (requiring such entities to exercise reasonable skill care and diligence in the performance of their duties and to effect professional indemnity insurance cover and such other matters as may be approved by the County) in a form approved by the County Council which shall include provisions permitting the County Council to assign the benefit of such warranties to anyone other than the County Council who may operate the School it being a condition precedent of the appointment of the design entities that they shall enter into collateral warranties with the County Council (free of cost to the County Council) prior to the transfer of the School Site (including the School) to the County Council;

3.8.2 prior to the Commencement of the Development, submit to the County Council and obtain the County Council's approval to drawings and specifications for the construction of the School and not to Commence the Development until the County Council has given notice that it has approved the plans specifications programme and details which shall become 'the School Design' which shall include:

- a) satisfactory vehicular roads with separate access points for pedestrians and vehicular movement sufficient for a 2 form entry (420 place) primary school;
- b) the levelling of the School Land and its profiling so that it is at grade with the surrounding Site;
- c) Services sufficient for a 2 form entry (420 place) primary school;
- d) the achievement of the Building Research Establishment "Building Research Establishments Environmental Assessment Method" (BREEAM) Schools January 2006 "Very Good" standard;

- e) buildings sufficient for a 2 form entry (420 place) primary school, including 12 classrooms, designed in such a manner that it could be readily extended in the future to accommodate a further 2 classrooms;
- f) all necessary external areas including playing fields, hard play areas, landscaping, staff and visitor car parking, cycle storage, service access, gates and fencing and shall be generally in accordance with Department for Education guidance at the time of the design sufficient for a 2 form entry (420 place) primary school;
- g) fixtures and fittings sufficient for a 2 form entry (420 place) primary school to include
 - appropriate teaching equipment and IT infrastructure to all teaching spaces and staffroom,
 - fixed gym equipment,
 - a fully operating kitchen with utensils and server equipment sufficient for a one form entry primary school,
 - storage facilities,
 - wcs, basins, sinks, showers,
 - finishes to floors, doors and windows,
 - fitted electrical equipment,
 - fire fighting equipment,
 - notice boards,
 - cloakroom facilities,
 - plant room including a boiler with capacity to serve a 2 form entry school,

- any other facilities and equipment required in accordance with Department for Education guidance at the time of the design;

h) fencing on the boundary of the School Site with the remainder of the Site capable of protecting the users of the School Site from construction activities on the remainder of the Site complying with the following specification:

- vertical bar fencing with 25mm diameter hollow vertical bars supported by horizontal rail or channels of a minimum size of 50 x 33mm fixed to 102 x 44 RSJ posts or 50 x 110mm HD posts set at maximum 2.75m centres and a minimum of 750mm in the ground;
- panels to be supplied with supporting legs to provide additional stability;
- bars to have square top finish and have a maximum gap between them of 100mm;
- the whole fence to be galvanised and finished in polyester powder coating;
- all work to be in accordance with BS1722 part 9;

as shown on the drawing attached as Annex 4

but if the Owner shall be unable or unwilling to submit plans specifications and details to the County Council which satisfy the County Council that the proposed school is suitable for a school to serve at least 420 pupils then the Owner may withdraw its election in which case it shall have been deemed to have elected Option A;

3.8.3 take all reasonable steps to keep the County Council informed in writing of the progress of the design and construction of the School and shall obtain confirmation in writing from the County Council that the School Design is to the Satisfaction of the

- 3.8.6 The Owner shall be responsible for obtaining all Necessary Consents and shall ensure that the County Council shall have the benefit of the Necessary Consents after the School Building is built and the School Site transferred to the County Council;
- 3.8.7 No later than three months before the anticipated completion of the School Building notice thereof shall be given by the Owner to the County Council who shall arrange for the School Building to be inspected to ascertain whether it has been built in accordance with the School Design and otherwise to the Satisfaction of the County Council and if having inspected the School Building the County Council are of the opinion that it has not been built entirely in accordance with the School Design or is otherwise not built to the Satisfaction of the County Council it shall issue a schedule of works to be carried out to the School Building and shall not be obliged to certify as provided for in paragraph 3.8.8.1 until the works set out in that schedule of works have been completed to the Satisfaction of the County Council;
- 3.8.8 When the School Building is completed notice thereof shall be given by the Owner to the County Council who shall again arrange for it to be inspected to ascertain whether it has been built in accordance with the School Design and otherwise to the Satisfaction of the County Council and shall as soon as possible thereafter either
- 3.8.8.1 certify that the School Building has been completed in accordance with the School Design and otherwise to the Satisfaction of the County Council; or
- 3.8.8.2 issue a schedule of works to be carried out to the School Building (whether or not a schedule has already been issued pursuant to sub-paragraph 3.8.7) and which must either
- be completed before the County Council will certify in accordance with 3.8.8.1 above or

which should be attended to within three months (or such longer period as the County Council acting reasonably may decide) in which case the County Council shall certify that the School Building has been completed;

3.8.9 The Owner shall remain and shall secure that the entities responsible for design and construction of the School Building shall remain responsible for any defects in the School Building that become apparent prior to or on completion of the School Building within 12 months of the School Building first being brought into use as a school and accepting pupils and that they shall repair or secure the repair of any such defects within a reasonable time of being informed of them;

3.8.10 The School Building shall be built completed and delivered by the Owner to the County Council in a condition compliant with the School Design to the Satisfaction of the County Council, and the School Site (including the School) shall be transferred to the County Council, within 24 months of Commencement or before commencement of the 250th dwelling, whichever is earlier unless otherwise agreed with the County Council and no further work to progress the Development shall be carried out on the Site (excluding the School Site) until the County Council has certified that the School Building has been completed;

3.8.11 within 3 months of receipt of confirmation from the County Council that the School has been constructed to the Satisfaction of the County Council, the Owner shall offer to transfer the School and the School Site to the County Council in accordance with the provisions of Part 2 of this Schedule.

- 3.9 The County Council Covenants in the event that the Owner elects Option B and has otherwise complied with the provisions of Part 1 of this Schedule to accept the offer of transfer of the School Site on the terms set out in Part 2 of this Schedule.

Part 2 – Transfer Provisions

1. The Owner and the County Council hereby agree that prior to any transfer under this Schedule the Owner shall provide to the County Council the following information (or procure that the following information is provided) without any cost to the County:
 - 1.1 proof of title to the land to be transferred and the Owner's ability to transfer it or to procure its transfer, in accordance with the following:
 - 1.1.1 where the land has a registered title, the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not discharged or overridden at or before completion of the transfer; or
 - 1.1.2 where the land has an unregistered title, the proof is to include an abstract of title or an epitome of title with photocopies of the title documents and production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.
 - 1.2 replies to enquiries and requisitions on title raised by the County Council.
2. The Owner and the County Council hereby agree that the full terms of any transfer under this Schedule are to be agreed by the parties but shall include (but not be limited to) the following provisions:
 - 2.1 the freehold title to the land shall be transferred with vacant possession on completion and with full title guarantee and free from:

- 2.1.1 financial charges; and
 - 2.1.2 any encumbrances which would restrict the use of the land as a school (in the County's sole opinion);
- 2.2 the transfer of the land shall include such necessary rights and easements as shall be reasonably required to allow the use of the land as a school including (but not limited to) reasonable rights of vehicular and pedestrian access and for the passage of services along or within the estate roads, footways or such other routes as shall be agreed between the parties, including those services referred to in the definition of "Serviced" in this Schedule and any other services which are reasonably required, together with any ancillary facilities and maintenance rights;
- 2.3 the Access Roads shall be provided within 18 months of Commencement of the Development;
- 2.4 the transfer shall be for a consideration of £1.
- 3. If the Owner elects to undertake the design and construction of the School, in accordance with paragraph 3.1.4 of Part 1 of this Schedule, then the Owner shall obtain warranties in respect of the design and construction of the School (to the County's Satisfaction) and on completion of any transfer to the County Council the Owner shall procure the assignment of the same to the County Council (to the County's Satisfaction) without any cost to the County.
- 4. Following completion of any transfer to the County, the Owner shall assist without delay and at its own cost with any enquiries raised by the Land Registry in connection with the registration of the land at the Land Registry and shall pay the County's costs in connection with dealing with such enquiries.

SCHEDULE 7

Bus Service

1. The Owner shall procure the provision of a Bus Service between the Site and Tamworth Town Centre prior to the Occupation of the 50th Dwelling to run:

up to the Occupation of the 500th Dwelling Monday to Saturday at no less than 30 minute intervals between 0700 hours and 0930 hours and between 1600 hours and 1900 hours and at no less than 60 minute intervals between 0930 hours and 1600 hours; and

following Occupation of the 500th Dwelling Monday to Saturday at no less than 30 minute intervals between 0700 hours and 1900 hours to continue until the Development Is Complete.

SCHEDULE 8

Travel Plan Framework

1. DEFINITIONS

- 1.1 **“Annual Performance Report”** shall mean the annual report to be submitted indicating how the Travel Plan has been performing and if appropriate the proposals and/or remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan.
- 1.2 **“Travel Plan”** shall mean the Travel Plan(s) to be submitted to and approved in writing by the County Council pursuant to the Travel Plan Framework.
- 1.3 **“Travel Plan Framework”** shall mean the Travel Plan Framework appended to this Agreement.
- 1.4 **“Travel Plan Sum”** means the sum of £6,300 (six thousand three hundred pounds) Index Linked to be paid for the monitoring and review of the Travel Plan.

2. PLANNING OBLIGATIONS

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

- 2.1 Not to Commence the Development without having first paid the Travel Plan Sum to the County Council and further to notify the Borough Council that such payment has been made within 14 days of such payment.

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

Council achieve the objectives and/or targets of the Travel Plan Framework and Travel Plan to submit proposals and/or remedies in accordance with the Travel Plan Framework and Travel Plan to the County Council for its approval in writing. This process shall be repeated as often as necessary until such revised proposals and/or remedies to the Travel Plan Framework and/or Travel Plan are approved in writing by the County Council.

- 2.8 To implement the Travel Plan Framework and each Travel Plan and any modifications arising from an Annual Performance Report approved by the County Council.
- 2.9 To submit a copy of any modified Travel Plan Framework and/or Travel Plan (following Annual Performance Report or otherwise) approved by the County Council to the Borough Council.
- 2.10 To meet with the County Council on request and within three weeks of the request being made.

3 THE COUNTY COUNCIL'S OBLIGATIONS

The County Council covenants with the Owner as follows:-

- 3.1 To undertake with the Travel Plan co-ordinator the on-ongoing monitoring and review of any Travel Plan in accordance with the requirements therein.
- 3.2 To provide support and advice to the Travel Plan co-ordinator in implementing the Travel Plan.
- 3.3 To respond to the Owner's Travel Plan for all or each part of the Development and associated Annual Performance Reports within three weeks of receipt with either approval

or in the event of the Travel Plan and/or Annual Performance Report being unacceptable to the County Council the reasons (which shall be reasonable) to explain to the Owner why a revised Travel Plan and/or revised proposals and/or remedies will need to be submitted for approval in writing by the County Council of the Travel Plan and/or Annual Performance Report in accordance with the Travel Plan Framework and Travel Plan.

- 3.4 To advise the Borough Council of instances where the Owner has not complied with the Travel Plan Framework and/or Travel Plan and/or modified Travel Plan Framework and/or modified Travel Plan (following Annual Performance Reports or otherwise) in order for the Borough Council to consider whether enforcement proceedings are necessary.
- 3.5 To use the Travel Plan Sum solely in connection with the Travel Plan Framework and the Travel Plan.

SCHEDULE 9

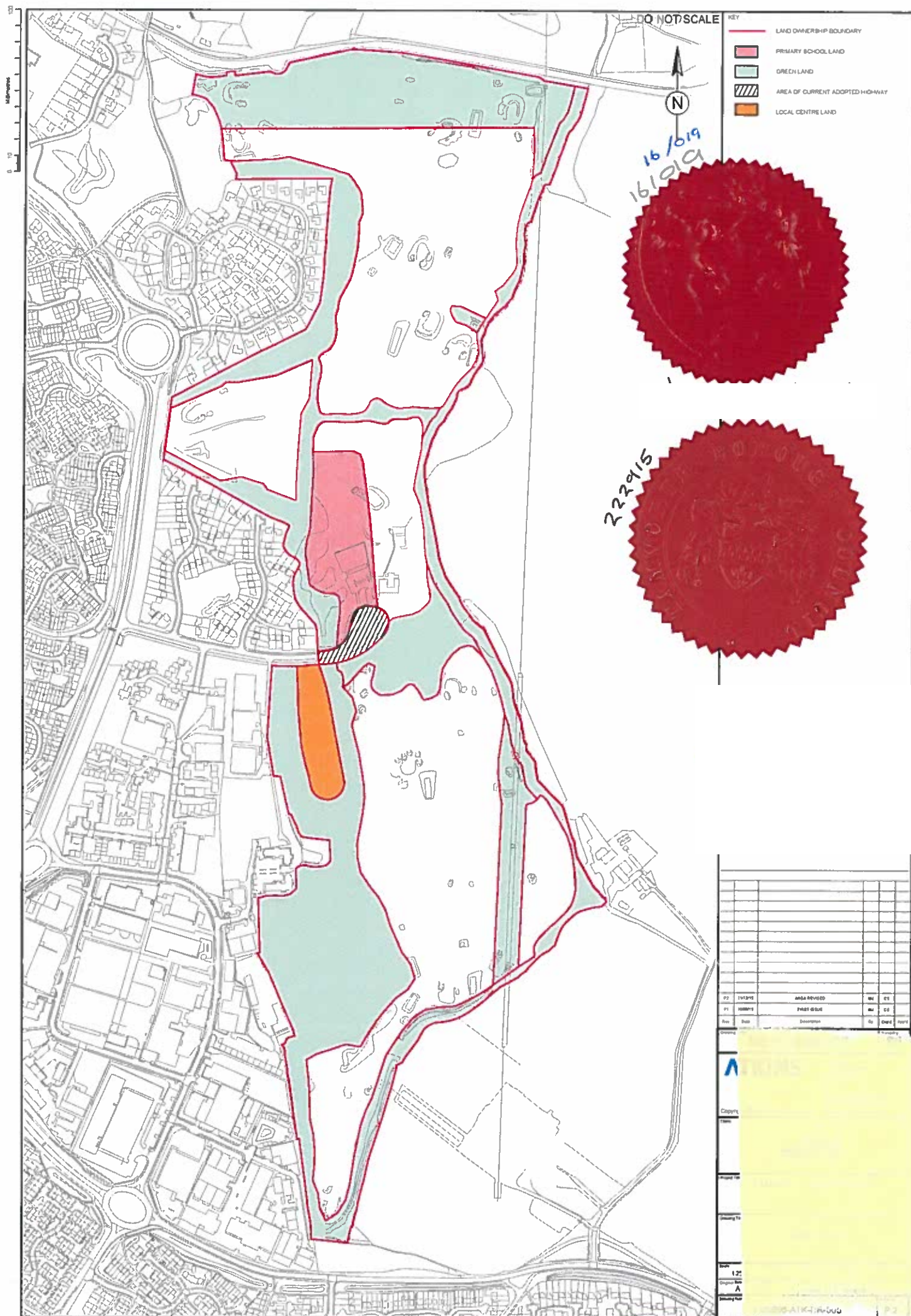
Local Centre Land

1. After the Borough Council has discharged planning condition 17 on the Planning Permission dealing with remediation of the Local Centre Land and within five years of the Commencement Date the Owner will at its own expense transfer the Local Centre Land to the Borough Council and the Borough Council will accept the transfer for the purposes of a use as a local centre only.
2. The Borough Council agrees to construct or procure the construction of a local centre on the Local Centre Land no later than five years from the date of the transfer of the Local Centre Land to the Borough Council in accordance with paragraph 1 of this Schedule

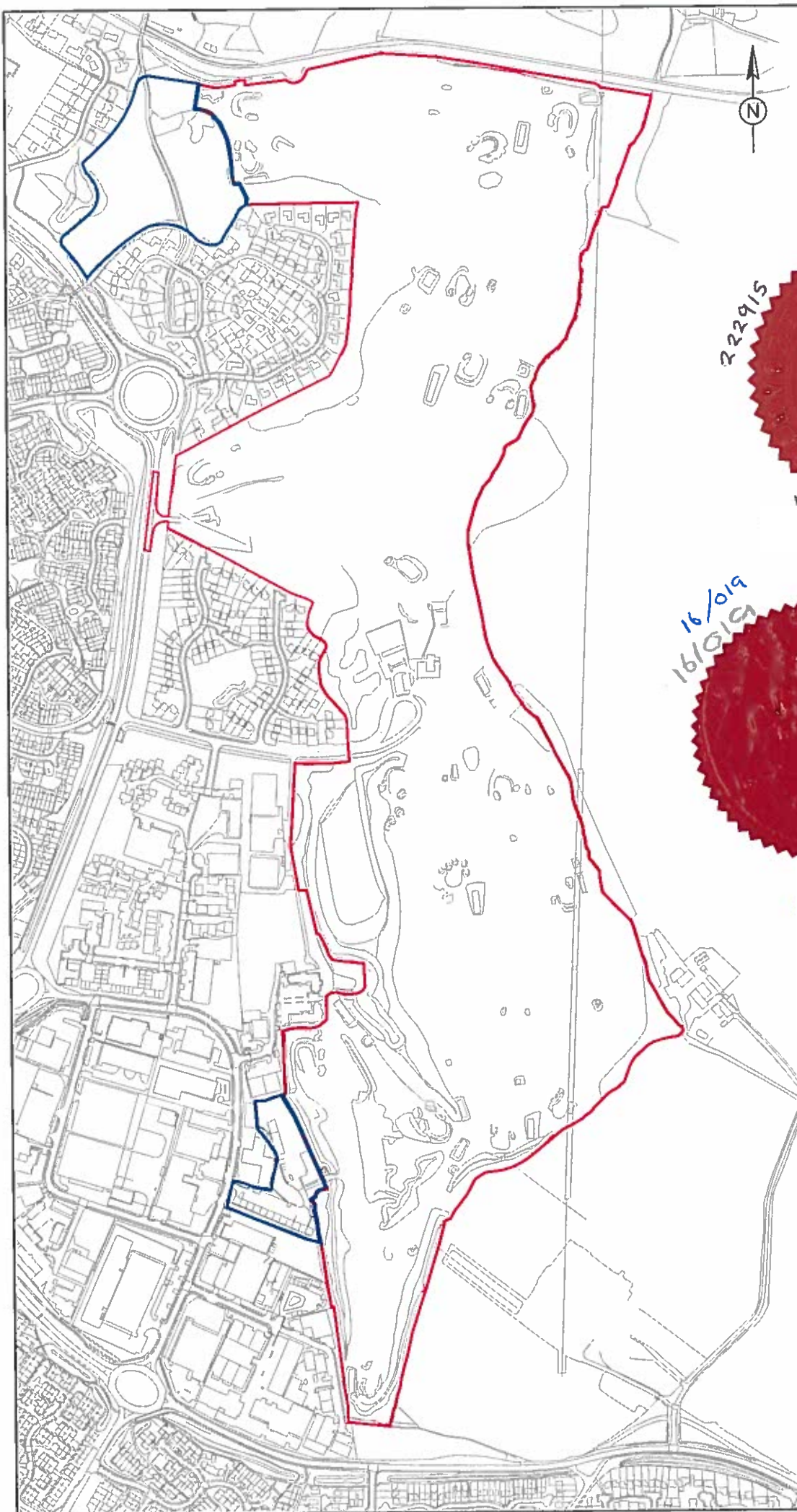
APPENDIX 1
THE SITE PLAN

APPENDIX 2

PLAN 2



APPENDIX 3
SITE MASTERPLAN



KEY

— PLANNING APPLICATION BOUNDARY

— APPLICANT'S OWNERSHIP

2229/15

16/019

16/019

Rev	Date	Description	By	Check	App'd

FOR INFORMATION **SO**

ATKINS

The Ash
10 Holiday Street
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B1 1TF

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Fax: +44 (0)121 4 835052
www.atkinsglobal.com

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Project File

TAMWORTH GOLF COURSE

Planning File

PLANNING APPLICATION BOUNDARY

Scale	Design	Drawn	Checked	Authorised
1:2500				
Original Size	Date	Date	Date	Date
A1				

Drawing Number: 5129896-ATK-DR-002

0 10 20 Meters

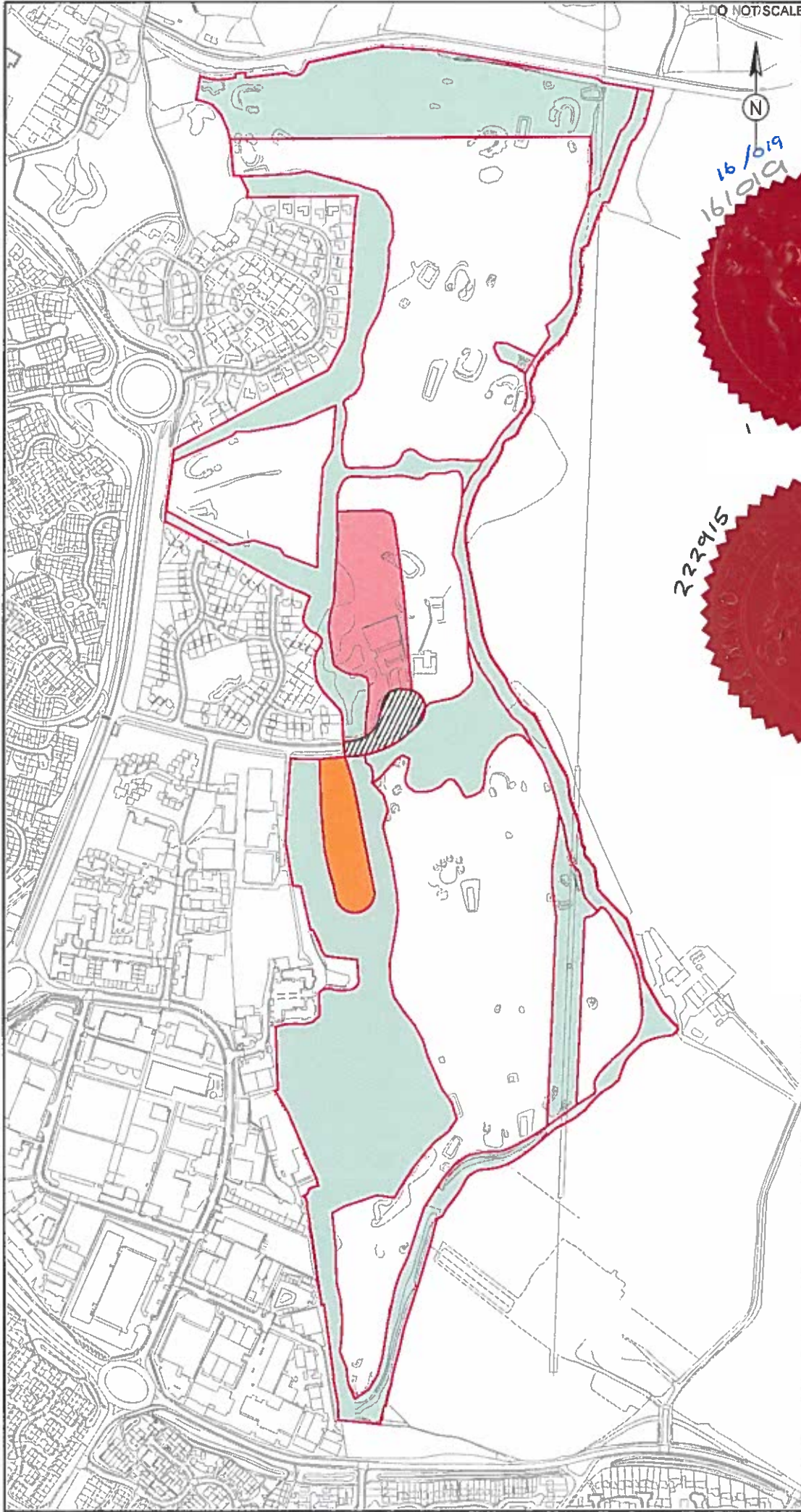
DO NOT SCALE

- KEY
- LAND OWNERSHIP BOUNDARY
 - PRIMARY SCHOOL LAND
 - GREEN LAND
 - AREA OF CURRENT ADOPTED HIGHWAY
 - LOCAL CENTRE LAND

N

16/019
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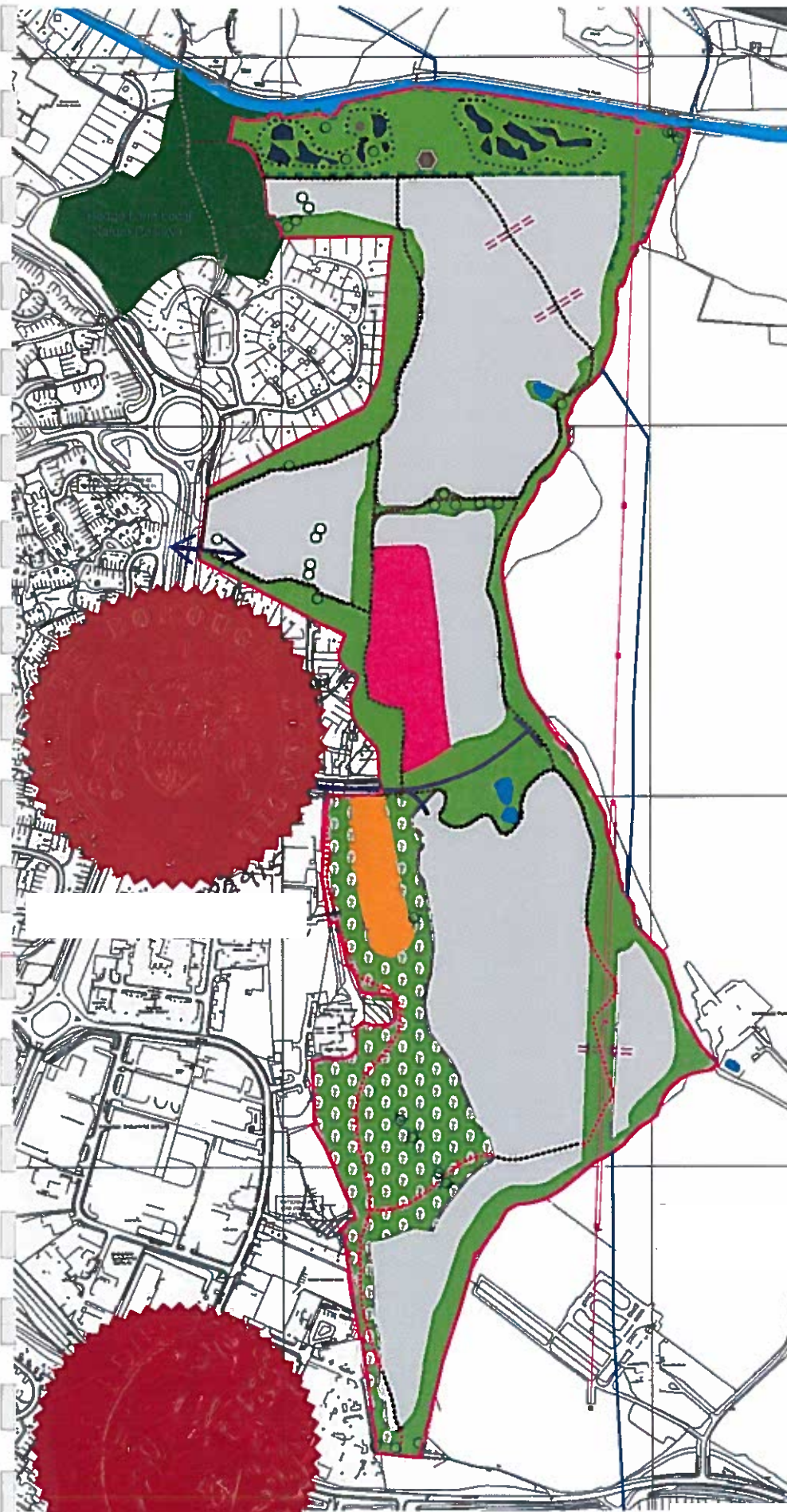
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APPENDIX 4

FENCING

Tamworth Golf Course Masterplan

02 06 2015



Key

- Cycle & pedestrian - adoptable standard
- Cycle & pedestrian - responsibility of Council
- Cycle & pedestrian - existing network
- Primary school
- Local Centre (area for temporary car park)
- Development area
- Retained & enhanced ponds
- Individual protected trees
- Bat roosting tree
- Site access
- Extension to local nature reserve
- New Community Woodland
- Indicative vehicular access over pipeline
- Natural play area
- Sustainable urban drainage
- Pylons & line (132kV)
- Oil pipeline

The masterplan has a total site area of 60 hectares (approximately).

The masterplan has considered key constraints and opportunities in creating a sustainable urban extension which complies with the Draft Local Plan for Tamworth Borough Council.

The masterplan shows 31ha of housing development. Approximately 1,100 houses will be provided on the site. 20% of the proposed development will be affordable homes. The affordable homes will be a mix of 25% Intermediate Tenure and 75% Rented which should be split between Social Rented and Affordable Rented.

The housing mix will comply with the draft Local Plan and consist of:

- 4% of new housing will be 1 bedroom sized units
- 42% of new housing will be 2 bedroom sized units
- 39% of new housing will be 3 bedroom sized units
- 15% of new housing will be 4 bedroom or more sized units

The masterplan would provide the following community benefits:

- 1 ha primary school
- 1 ha New Community Woodland
- 1 ha Extension to Hodge Lane Nature Reserve
- 1.2 ha Local Centre
- 31.3 ha Development area
- 25 ha Green Infrastructure (includes Community Woodland)
- 3.8km (2.4 miles) miles of new cycle & pedestrian network

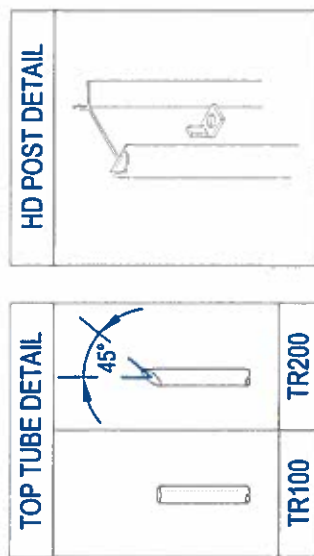
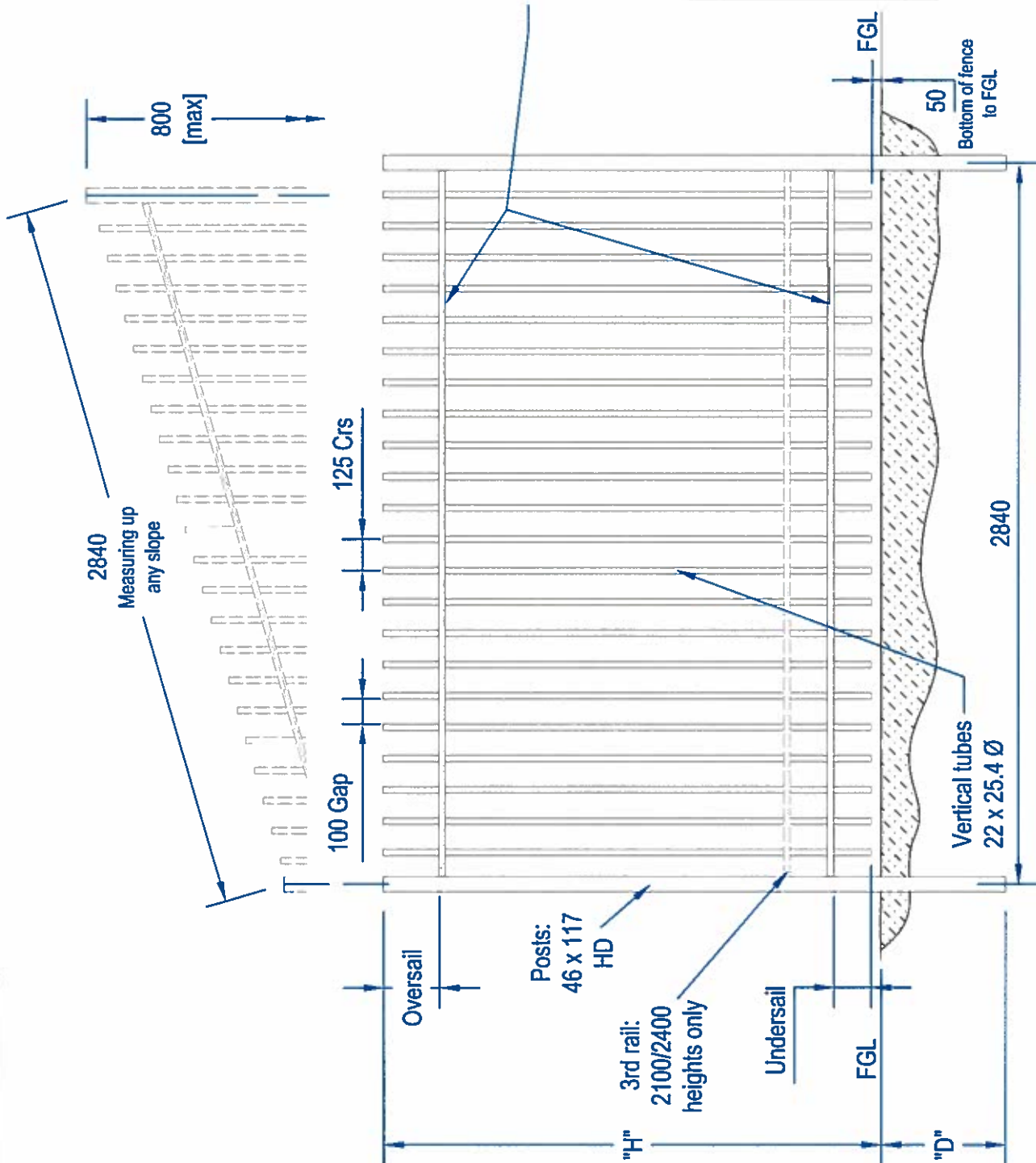
NOTES:

Local Centres tend to provide a convenience food store plus a takeaway, pub / restaurant, newsagent, pharmacy, community centre or doctor's surgery. Until the Local Centre is developed the area will be used as a temporary car park for accessing the Community Woodland

16/01/19
16/01/19

Fence height: "H"	Approx. depth: "D"	Oversail	Undersail
1800	600	225	150
2000	600	225	150
2100*	700	225	100
2400*	700	225	100

HD rail: 55 x 52



Tango Rail
CREATING A NEW RAILROAD PORTFOLIO

TangoRail Self Adjusting Railing Systems

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TangoRail Type	TR100 & TR200
Posts Type	H.D.
Fence Heights	1.8m, 2.0m, 2.1m, 2.4m

APPENDIX 5

TRAVEL PLAN FRAMEWORK

Proposed Mixed Use Development at Tamworth Municipal Golf Course Travel Plan

Tamworth Borough Council

December 2014

Tamworth Borough Council
Town Planning
^{26th} February 2015
0088/2015

ATKINS

Plan Design Enable

Notice

This document and its contents have been prepared and are intended solely for Tamworth Borough Council's information and use in relation to the proposal to build a new mixed use development at Tamworth Municipal Golf Course in Tamworth, Staffordshire.

Atkins Limited assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.

Document history

Job number: 5129896			Document ref: Tamworth Travel Plan - Final			
Revision	Purpose description	Originated	Checked	Reviewed	Authorised	Date
A	Draft	SB	LT	LT	LT	01/04/14
B	Final Draft	SB	CS	LT	RE	16/05/14
C	Final	SB	LS	AB	RE	19/12/14

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1. Introduction

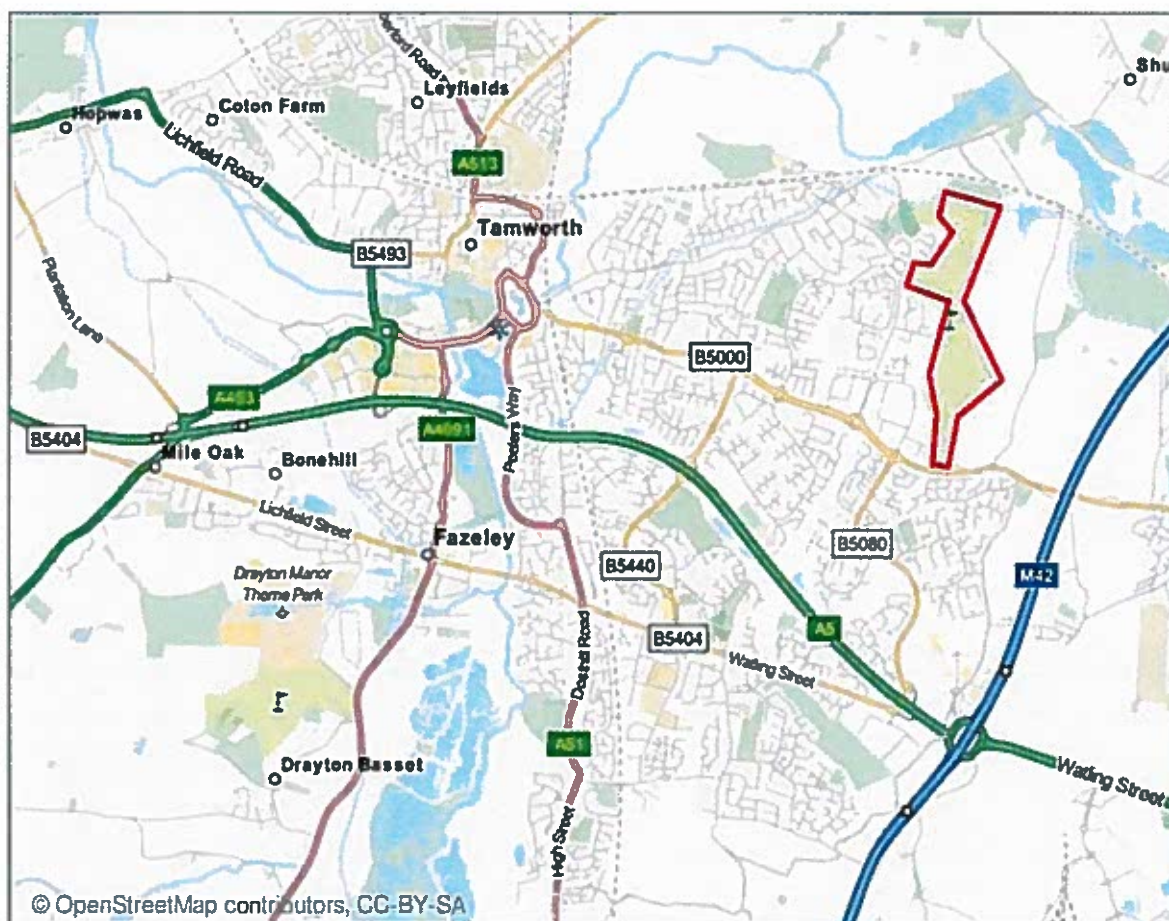
1.1. Background

Atkins Ltd has been commissioned by Tamworth Borough Council (TBC) to prepare a Travel Plan (TP) to support an outline planning application for the development of the grounds of Tamworth Golf Course, which has now closed.

The strategic location of the development site is shown in Figure 1-1. The site is within Tamworth Borough, but is directly adjacent to North Warwickshire Borough. The M42 and its junction with the M42 (Junction 10) is located 4.2km to the south, whilst Tamworth Town Centre is 4km to the west of the proposed site.

It is proposed that the development will provide circa 1,100 homes, a 2 form entry primary school (420 primary school places) and a convenience store of circa 280 sq.m.

Figure 1-1 Site Location



This TP provides a coordinated strategy for the development site, including outline measures to encourage travel by sustainable modes (public transport, walking, cycling and car sharing). Within the document sit individual Action Plans which provide tailored measures for the specific land uses.

The TP focuses on the residential and educational elements of the site but does not consider travel to the convenience store. This is because it is classed as an ancillary use which will, in the main, serve the proposed development and the existing local population.

1.2. Travel Plan Context

Staffordshire County Council (SCC) guidance 'Guidelines for Transport Assessments and Travel Plans' describes TPs as *"a strategy to minimise the number of single car occupancy motor vehicles visiting a development, thereby reducing congestion and mitigating the impact of travel on the environment"*.

This TP provides a long-term management strategy for the development site which aims to minimise single occupancy journeys to and from the site. Principally, this TP aims to increase modal choice through the implementation of a package of measures and initiatives.

The key objectives of this TP are to:

- Provide an action plan for the primary school and residential elements of the development to encourage sustainable travel to the site, whilst reducing single occupancy car use;
- Reduce the traffic generated by the development, compared to that which would be generated without the implementation of the TP;
- Promote healthy lifestyles and a sustainable, vibrant local community; and
- Encourage good urban design principles that open up the permeability of the development for walking and cycling.

Measures for the convenience store are not addressed in this TP as it is not a significant land use. Additionally, a high proportion of trips will be generated from local walking catchments.

This TP is essentially a living document which will be continually reviewed and revised throughout the development and occupation of the site. This will ensure that it is tailored and relevant to the site.

1.3. Travel Plan Structure

Following this introduction, the TP is structured as follows:

- **Section 2** summarises relevant national, regional and local policy and details how the TP supports these key policy documents;
- **Section 3** details the development proposals and summarises accessibility to the site by vehicles, public transport, walking and cycling;
- **Section 4** includes objectives and SMART targets for the TP;
- **Section 5** discusses residential TP measures and proposes a range of initiatives to promote sustainable travel and single occupancy car use;
- **Section 6** describes school TP measures and initiatives; and
- **Section 7** details the arrangements for monitoring, coordination and review of the TP.

2. Policy and Guidance Review

2.1. Overview

This TP has been developed in accordance with national, regional and local guidance which promote the development of strategies to maximise access to developments by sustainable modes of transport. A summary of relevant policy documents is provided within this section.

2.2. National Policy

2.2.1. National Planning Policy Framework (2012)

The National Planning Policy Framework (NPPF) came into force in March 2012. It aims to make the planning system less complex and more accessible, and to promote sustainable growth. The NPPF replaces all the previous Planning Policy Statements (PPSs) and Planning Policy Guidance (PPGs) including PPG13 (Transport).

The NPPF sets out the Government's economic, environmental and social planning policies for England. Taken together, these policies articulate the Government's vision of sustainable development, which should be interpreted and applied locally to meet local aspirations.

The NPPF introduces 12 core planning principles. In summary, planning should replicate the following:

- Be genuinely plan-led. This should include providing a practical framework within which decisions on planning applications can be made with a high degree of predictability and efficiency;
- Be a creative exercise in finding ways to improve the places where people live;
- Drive and support sustainable economic development;
- Seek to secure high quality design and a good standard of amenity;
- Take account of the different roles and character of different areas;
- Support the transition to a low carbon future in a changing climate, taking full account of flood risk and coastal change;
- Contribute to conserving and enhancing the natural environment and reducing pollution;
- Encourage the effective use of land by reusing land that has been previously developed;
- Promote mixed use developments, and encourage multiple benefits from the use of land in urban and rural areas;
- Conserve heritage assets in a manner appropriate to their significance;
- Actively manage patterns of growth to make the fullest possible use of public transport, walking and cycling, and focus significant development in locations which are or can be made sustainable; and
- Take account of and support local strategies to improve health, social and cultural wellbeing.

Section 4 of the NPPF covers 'Promoting sustainable transport'. Within this section, the NPPF advises that developments should be located and designed where practical to:

- Give priority to pedestrian and cycle movements, and have access to high quality public transport facilities;
- Create safe and secure layouts which minimise conflicts between traffic and cyclists or pedestrians, avoiding street clutter and where appropriate establishing home zones;
- Incorporate facilities for charging plug-in and other ultra-low emission vehicles; and
- Consider the needs of people with disabilities by all modes of transport.

The NPPF recognises that a key tool to facilitate this will be a TP. All developments which generate significant amounts of movement should be required to provide a TP. The NPPF does not give any guidance on what should be considered as 'significant', but does provide further support for the requirement of TPs.

2.2.2. Good Practice Guidelines: Delivering Travel Plans through the Planning System (Department for Transport, 2009)

The *Good Practice Guidelines: Delivering Travel Plans through the Planning System* provides assistance with the preparation and implementation of TPs developed through the planning process, as well as providing good practice steps for achieving a robust TP.

The document defines a detailed TP as:

"a long term management strategy for a site that seeks to deliver sustainable transport objectives through positive action, and is articulated in a document that is regularly reviewed."

The Guidelines also stress the importance of producing up-to-date evidence and a monitoring database as part of the TP to ensure delivery and achievement of outcomes.

Further guidance relating to residential travel plans is provided in a separate government document – Making Residential Travel Plans Work.

2.2.3. Making Residential Travel Plans Work: Guidelines for New Development (Department for Transport, 2005)

This guide provides detailed advice on all aspects of preparing a Residential TP and securing this through the planning system. It is intended to help local authorities, developers and their consultants structure their approach to residential travel plans by drawing on the lessons learned so far.

The document advises that the content of a Residential TP will be tailored to the site in question but all should give consideration to the following:

- Location - Proximity to existing facilities and services;
- Built Environment - Site design; public transport infrastructure, facilities to reduce the need to travel, parking provision and off-site measures;
- Coordinator - To develop further measures and oversee the plan on an ongoing basis;
- Services and Facilities - Public transport, car clubs, parking management; and
- Promotional Strategy - Welcome packs, public transport discounts and cycling incentives can all help introduce the travel plan to residents and build enthusiasm.

These guidelines have been considered when preparing the residential element of this TP.

2.2.4. DfT Circular 02/2013 'The Strategic Road Network and the Delivery of Sustainable Development'

This document sets out the way in which the Highways Agency (HA) will engage with communities and the development industry to deliver sustainable development and, thus, economic growth, whilst safeguarding the primary function and purpose of the strategic road network. It replaces the policy set out in DfT Circular 02/2007 Planning and the Strategic Road Network.

The document states that:

Development proposals are likely to be acceptable if they can be accommodated within the existing capacity of a section (link or junction) of the strategic road network, or they do not increase demand for use of a section that is already operating at over-capacity levels, taking account of any travel plan, traffic management and/or capacity enhancement measures that may be agreed. However, development should only be prevented or refused on transport grounds where the residual cumulative impacts of development are severe.

The document goes on to state that:

- *The preparation and implementation of a robust TP that promotes use of sustainable transport modes such as walking, cycling and public transport is an effective means of managing the impact of development on the road network, and reducing the need for major transport infrastructure;*
- *The HA will work with local authorities and developers to identify opportunities to introduce travel plan measures for individual developments and groups of development that will support sustainable transport choice;*
- *By the inclusion of existing development within the provisions of a travel plan associated with new development, it may be possible to free up additional capacity within the road network so that the demand generated by a proposed new development, which would otherwise be unacceptable, can be accommodated.*

2.2.5. The Highways Agency and the Planning Process: A Protocol for dealing with Planning Applications

Appendix B of this document namely a summary of requirements for transport statements, transport assessments and travel plans stipulates that the transport statement or assessment should be prepared in accordance with the DfT 'Guidance on transport assessment'. However, in brief, a TP should include:

- Details of existing accessibility;
- Firm commitment to appoint a travel plan coordinator;
- Firm commitment to implementation of or provision of funding for TP measures;
- Initial vehicular trip generation and mode split targets as used for the capacity assessments in the transport assessment and realistic ongoing targets to reduce single occupancy car trips over time; and
- Comprehensive monitoring regime to ensure that targets are being met and an agreed fall back position should they fail to do so. These may include alternative mitigation measures, restrictions on subsequent phases of the development, or a commitment to reviewing the measures in consultation with the local planning authority and HA.

The protocol stipulates that whilst the TA and TP should form separate documents, they are inextricably linked. This TP accompanies the TA, and has been written in reference to this document and vice versa acknowledging the link between these documents.

2.2.6. The Strategic Road Network and the Delivery of Sustainable Development (Department for Transport, 2013)

This document sets out how the HA will engage with communities and the development industry to deliver sustainable development, and, thus, economic growth. This is whilst safeguarding the primary function and purpose of the strategic road network.

The document states that the traffic impact of a significant development should be managed by seeking to minimise trip generation. It is stated that an effective means of achieving this is through the preparation and implementation of a robust TP that promotes use of sustainable transport modes such as walking, cycling and public transport.

2.2.7. Door to Door: A strategy for improving sustainable transport integration (Department for Transport, 2013)

This strategy aims to encourage and enable more people to choose sustainable transport modes (walking, cycling, public transport and car sharing) for their journeys by improving the entire door-to-door journey. The strategy focuses on four core areas, one of which is to provide 'accurate, accessible and reliable information about the different transport options for their journeys'.

This means ensuring that people have reliable and comprehensive travel information when they require it. This includes route maps, fare details, timetables and real-time arrival and departure information available.

This makes it easier for travellers to plan and make their door-to-door journey by sustainable transport with confidence and ease.

2.3. Local Policy

2.3.1. Guidelines for Transport Assessments and Travel Plans (Staffordshire County Council)

These guidelines set out by Staffordshire County Council state that:

"A TP is a strategy to minimise the number of single car occupancy motor vehicles visiting a development, thereby reducing congestion and mitigating the impact of travel on the environment. A main objective is therefore to achieve a modal change from the car to more sustainable forms of transport."

Additionally, the guidelines state that a TP should deliver sustainable transport objectives which seek to:

- Manage the demand for travel to a site;
- Improve the availability and choice of travel mode to a site;
- Reduce the number of vehicles attending the site, particularly single occupancy vehicles;
- Promote the increased use of cycling, walking and public transport and therefore healthier living;
- Promote the development of a transport system which enhances the environment and supports a sustainable economy.

This TP has been produced in line with these guidelines.

2.3.2. Staffordshire Local Transport Plan 3 (Staffordshire County Council, 2011)

This is the third Local Transport Plan (LTP3) for Staffordshire and sets out the transport strategy for the County through the following objectives:

- Supporting growth and regeneration;
- Maintaining the highway network;
- Making transport easier to use and places easier to get to and thus reducing social exclusion by making access for all' a key consideration when planning new housing and employment sites, services and facilities;
- Improving safety and security by improving the existing road safety record;
- Reducing road transport emissions and their effects on the highway network;
- Improving health and quality of life through encouraging active travel and maximising opportunities for transport to positively contribute towards people's quality of life; and
- Respecting the environment by minimising the effect of transport has on it.

LTP3 policies of relevance to this TP include:

Policy 3.1: We will support the adoption of sustainable land-use planning policies and reduce the impact of development where it negatively affects the highway network. More specifically, this policy states that it will encourage the design and layout of new development that maximises access by smarter travel roads. In addition, it states that travel plans for new developments, should include modal shift targets, annual performance monitoring, remedies and enforcement obligations. It has been ensured that this TP will include all of these areas in line with policy 3.1

2.3.3. Tamworth Draft Local Plan 2006 – 2031 (Tamworth Borough Council, 2014)

The Tamworth Local Plan is expected to be adopted by 2015 and will replace the existing Local Plan. It is currently out for consultation in draft form. The document sets out the spatial planning strategy for the borough over the period 2006-2031 in terms of the type of development required to meet local community and business needs, its scale and location as well as the policies that will apply to ensure that development is sustainable.

One of the policies within the draft plan is:

CP13: Delivering Sustainable Transport – This policy notes that 'Planning permission should be granted for development which provides measures to:

- a) Prioritise access by walking, cycling and public transport
- b) Improve highway safety and reduce the impact of travel upon the environment.

The policy also states a TA and TP must accompany all major development proposals. A TP is required for a residential development of more than 50 units.

3. Site Accessibility

3.1. Overview

It is important to consider accessibility of the development site. This will enable the identification of any issues or opportunities which can be addressed through measures and initiatives within this TP. Current site accessibility is evaluated within this section, whilst opportunities for walking, cycling and public transport are also identified. Further information is detailed in the accompanying Transport Assessment (TA).

3.2. Site Location

The development is located on the grounds of Tamworth Golf Course on the eastern fringes of Tamworth, Staffordshire. The current land use is a golf course (Class D2 – Assembly & Leisure). The site is bordered by a railway line to the north, Mercian Way to the west and B5000 Glascoate Road to the south. To the east of the site lies farmland, beyond which is the M42. Figure 3-1 shows the location of the site.

Figure 3-1 Site Boundary



3.3. Development Proposals

The Tamworth Local Plan went out to consultation on the 31st March 2014, and as such, the requirements placed on the golf course site are yet to be confirmed. However, at present, it is proposed that the development will comprise the following:

- 1,100 residential dwellings (25% Affordable of which 25% Intermediate Tenure and 75% Rented);
- 2 form entry school (420 primary school places) with a land requirement of around 2.5 hectares for a single school. The majority of the potential residents of primary school age are expected to attend this school; and
- Small convenience store, approximately 280 sqm in size.

It is proposed that access will be taken from the existing golf course access off Eagle Drive, with a further access provided to the north of Eagle Drive on Mercian Way. No other points of access are proposed at this stage.

3.4. Vehicular Access

The proposed access to the site is from Eagle Drive, accessed from Mercian Way, as shown in **Figure 3-2**. Eagle Drive is a wide single lane carriageway road, from which several residential cul-de-sacs branch off. At the end of Eagle Drive (where the proposed site access lies), the road loops round in a one-way direction. Eagle Drive connects to Mercian Way to the west. This is a wide single carriageway road with a 60mph speed limit. Grass and trees border both sides of this road.

The site is around a 10 minute drive from the M42 at junction 10. This junction is accessed by travelling south via Mercian Way, onto the B5080 Pennine Way, and then briefly on the A5 which connects to the M42.

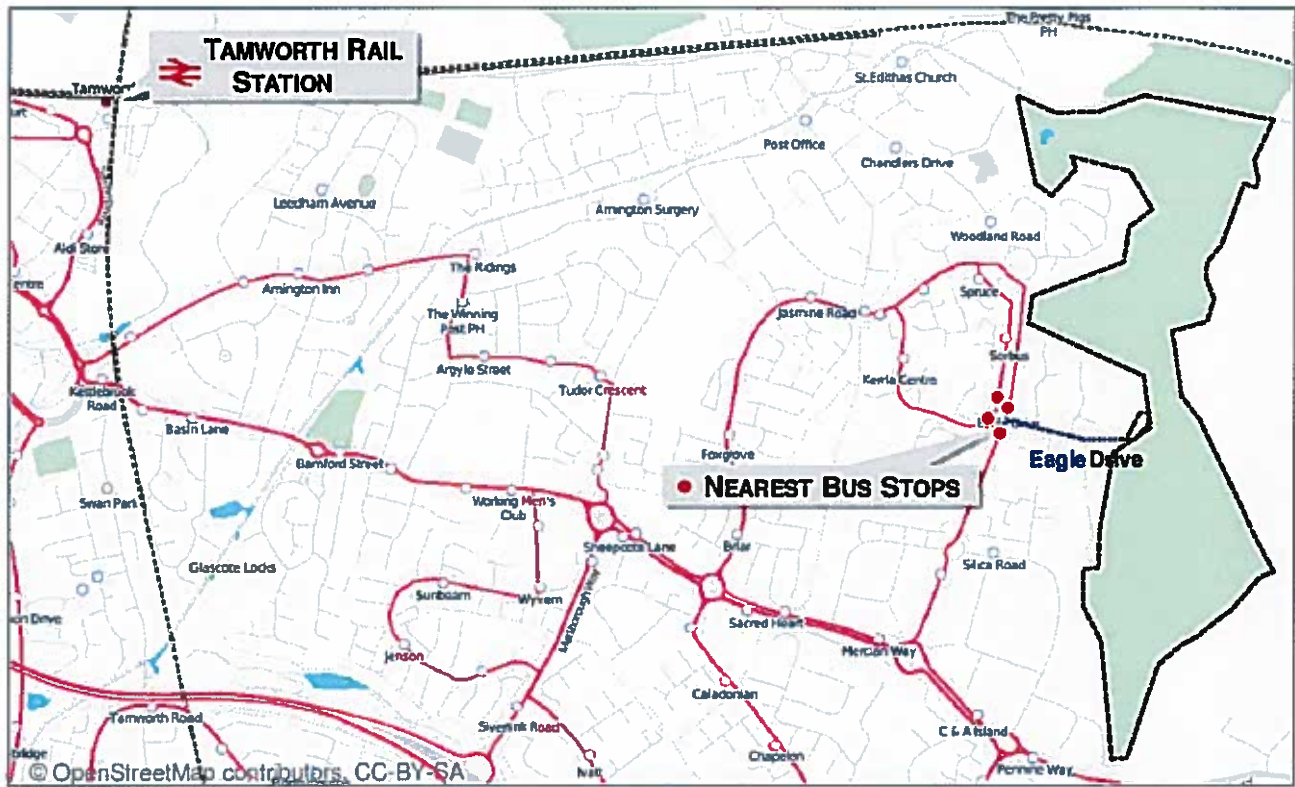
Figure 3-2 Access to Eagle Drive from Mercian Way



3.5. Access by Public Transport

This section looks at current accessibility to the site by bus and rail. Figure 3-3 illustrates the local bus network and the development location in relation to the nearest bus stops and rail station.

Figure 3-3 Local Bus and Rail Network



3.5.1. Access by Bus

The nearest bus stops to the site are located on Mercian Way, approximately a six minute walk from the proposed site entrance. This is a sheltered bus stop with timetable information. This stop is served by bus services 780 and 785. The 780 provides an hourly service Monday-Friday between Wilnecote and Sir Robert Peel Hospital. The 785 has an hourly service Monday-Saturday to provide links to Tamworth and Lichfield. There is also the X73 service which provides a route into Tamworth and Birmingham. However, this only operates once per day. No services operate on Sundays.

An additional bus stop is located on Kerria Road, which is accessed via a footpath from Mercian Way. Service 5 operates along Kerria Road and provides a route to Tamworth. This is a frequent service, with a bus every 15 minutes Monday-Saturday. There is also a service on Sunday which runs twice per hour.

Table 3-1 summarises the routes and frequency of the bus services operating on Mercian Way and Kerria Road.

Table 3-1 Summary of Bus Services

Service	Operator	Nearest stop to site served by route	Day	Frequency	First Bus	Last Bus
X73 (Tamworth-Stonydelph-Birmingham)	Acorn Coach and Bus	Mercian Way	Monday-Friday	One service	06:54	-
			Saturday	No service		
785 (Shutlington-Polesworth-Tamworth-Lichfield)	Arriva Midlands	Mercian Way	Monday – Friday	Hourly. Extra services in morning.	07:53	17:38
			Saturday	One per hour	08:38	17:38
780 (Wilnecote-Amington-Sir Robert Peel Hospital)	Arriva Midlands	Mercian Way	Monday – Friday	Hourly	09:13	17:38
			Saturday	Hourly	09:13	17:38
5 (Kerria Centre-Amington-Tamworth)	Arriva Midlands	Kerria Road	Monday – Friday	Four per hour	06:49	23:12
			Saturday	Four per hour	07:29	23:12
			Sunday	Two per hour	09:42	22:42

Source: www.travelinemidlands.co.uk, April 2014

Accessibility software *Accession* is a modelling tool which has been used to assess existing levels of accessibility from the site. *Accession* uses up-to-date public transport data (including bus, rail and metro) to calculate the level of accessibility by public transport, and in this case has been used to identify which areas of Tamworth and its immediate environs any residents living within the proposed site will have access to by public bus should services and infrastructure remain as existing.

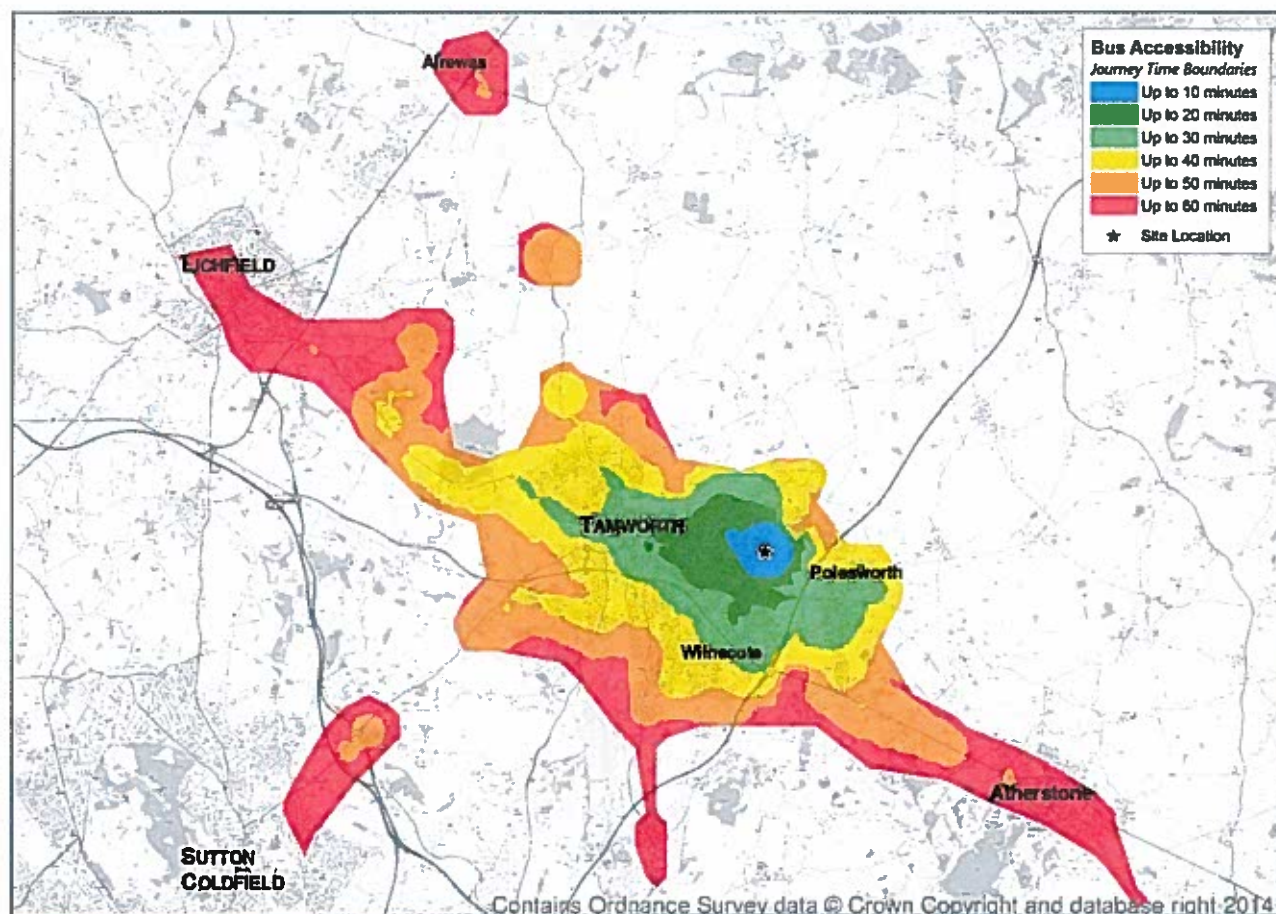
This calculation has been based on the following criteria:

- Travelling between 07:00 and 09:00 on a weekday;
- A maximum 400m walk from origin to nearest bus stop and a maximum 400m walk from the bus stop to the site (far end of Eagle Drive i.e. the centre of the site); and
- Direct public bus services only.

Figure 3-4 presents accessibility by public bus based on the criteria above. This demonstrates that the site has reasonable accessibility, with the centre of Tamworth and Tamworth rail station accessible by public transport within a 30 minute journey time.

Further afield, it is possible to reach Lichfield, Alrewas and Atherstone within 60 minutes. Key employment areas including Centurion Park and Relay Park are accessible within 30 minutes by public transport whilst the Tame Valley Industrial Estate in Wilnecote is accessible within 40 minutes. The Ventura Retail Park with a number of large retail outlets is also accessible within 40 minutes.

Figure 3-4 Accessibility by Direct Public Bus Services



3.5.2. Access by Rail

Tamworth Station is approximately 4.5km to the west of the site. Services run frequently to destinations including London Euston, Birmingham New Street, Nottingham and Cardiff Central. There are no direct public bus services from the site to Tamworth Station, although access to the station with a combination of walking and using the bus services would take around 40 minutes. Rail services are summarised in Table 3-2, which shows direct services only.

Tamworth Station provides car parking for 290 vehicles, with 12 accessible spaces, and costs £7.00 per day. In addition, there are 60 cycle storage spaces.

Table 3-2 Direct Rail Services from Tamworth Station

Destination (Direct Trains Only)	Day	Frequency	First Train	Last Train
Plymouth	Monday- Friday	8 per day	06:31	18:48
	Saturday	7 per day	06:31	16:48
Cardiff Central	Monday – Friday	14 per day	07:01	20:03
	Saturday	14 per day	07:01	20:02
	Sunday	8 per day	12:00	19:00
Crewe	Monday – Friday	17 per day	06:32	22:15
	Saturday	16 per day	06:29	21:53

	Sunday	13 per day	10:29	21:58
Nottingham	Monday – Friday	29 per day	06:39	23:28
	Saturday	30 per day	06:39	22:27
	Sunday	10 per day	12:07	21:06
London Euston	Monday – Friday	16 per day	06:12	22:05
	Saturday	13 per day	07:18	18:20
	Sunday	12 per day	10:42	22:07
Birmingham New Street	Monday – Friday	43 per day	06:31	23:06
	Saturday	43 per day	06:31	22:47
	Sunday	20 per day	10:53	22:47
Glasgow Central	Monday – Friday	6 per day	08:19	18:00
	Saturday	6 per day	06:13	16:19
	Sunday	4 per day	10:18	16:19
Penzance	Monday – Friday	2 per day	14:47	16:47
	Saturday	1 per day	14:49	14:49
	Sunday	2 per day	14:48	16:48

3.6. Pedestrian and Cycle Access

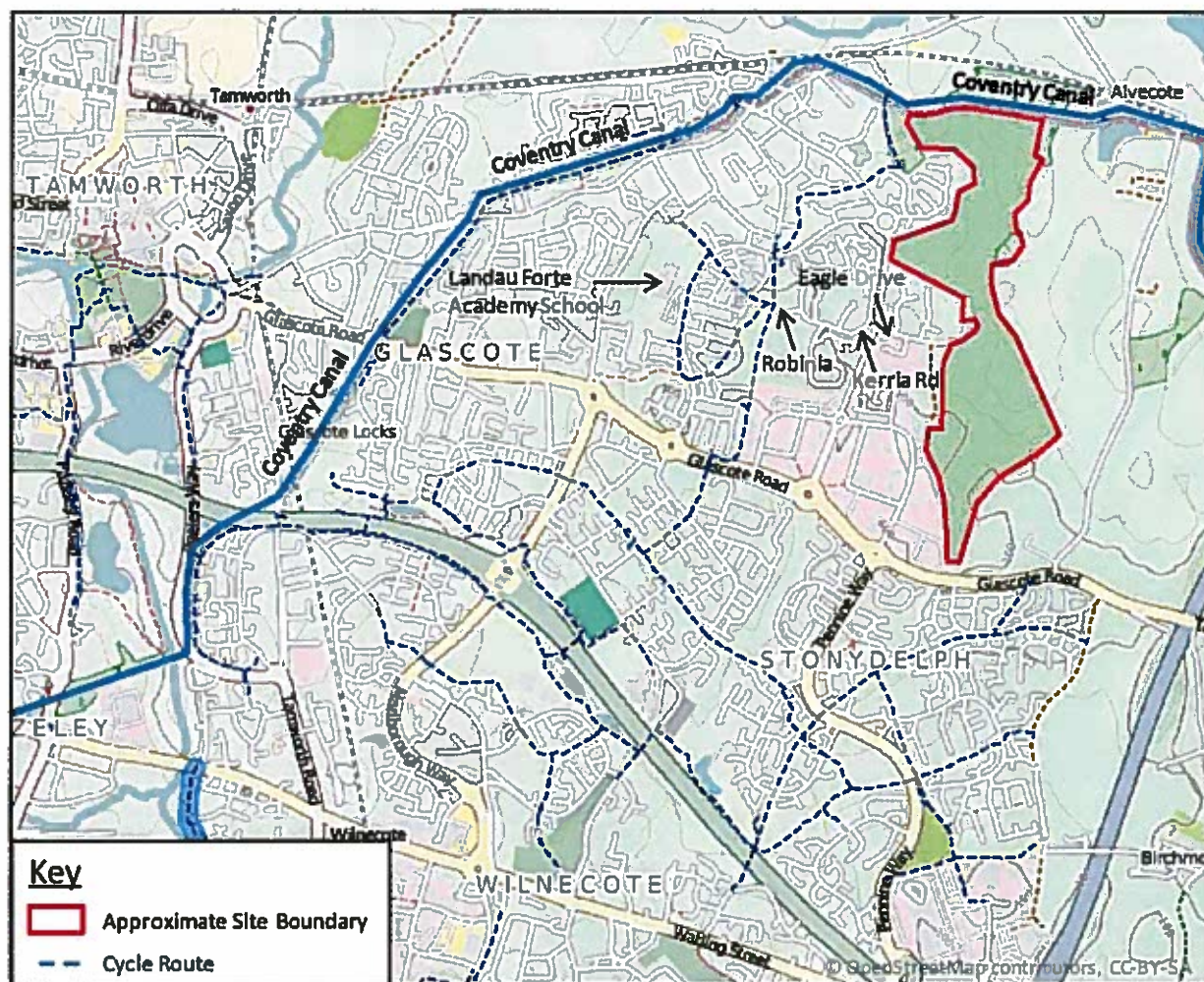
There is a National Cycle Network (NCN) traffic-free cycle route along Eagle Drive. This is an off-road shared footway and cycleway on one side of the road, with a separate footway on the opposite side.

A number of local roads, including Kerria Road, are indicated by the SCC cycling map for Tamworth as being 'advisory cycle routes'. There are other NCN traffic-free routes to the north and south of the site, providing links to the town centre.

Directly opposite the entrance to Eagle Drive, there is a ramped foot/cycle path that connects Mercian Way/Eagle Drive to Kerria Road. This provides a convenient link to bus services on Kerria Road as well as a link through to Landau Forte Academy Secondary School. It also connects to a network of dedicated 'off carriageway' walking and cycling routes accessible from Robinia located approximately 800m from the centre of the site. These extend to the south and east of the site as illustrated in Figure 3-5.

The Coventry Canal forms the northern boundary of the site and provides a traffic-free link to Tamworth town centre when linking to the off-road cycle facilities on Glascote Road in the vicinity of Abbey Road.

Figure 3-5 Cycle Route Map



3.7. Local Amenities

Access to local amenities is important to demonstrate that the site meets the aims of sustainability. There are a number of local facilities within walking/cycling distance of the site providing a wide range of services for everyday needs. Being a mixed use site, a number of services for everyday needs, namely a primary school and convenience store, will be provided on site. The Government's index of multiple deprivation statistics includes an indicator of "Transport Inclusion", which is defined in terms of access to four essential types of facilities, which are:

- Primary Schools;
- Health Centres;
- Convenience Stores; and
- Post Offices.

IHT Guidance¹ suggests desirable walking distances for pedestrians without mobility impairment to some common facilities. 1000m is an acceptable walking distance for commuting to school or work and 2000m is the preferred maximum walking distance for commuting.

¹ Guidelines for Providing for Journeys on Foot (IHT, 2000)

Table 3-3 shows a summary of the distance to and time taken to reach key amenities from the entrance to the proposed residential development. It should be noted that where relevant this takes account of the pedestrian link between Mercian Way and Kerria Road opposite Eagle Drive.

It should also be noted that the proposal also includes provision of a new primary school and small convenience store which will serve residents of the new development.

Table 3-3 Summary of Local Amenities

Type	Description	Distance from Eagle Drive	Approx. Journey Time (minutes)		
			Walking	Cycling	PT
Convenience Store	Local shop- Londis	0.8km	9	3	-
Retail centre	Ankerside Shopping Centre, Tamworth town centre	4.3km	52	15	33
Day Nursery	Oak Tree Day Nursery Off Robinia, Kerria Road	0.8km	9	3	-
Primary School	New school to be provided on site	0km	-	-	-
	Amington Heath Primary	0.3km	5	2	-
Secondary School	Landau Forte Academy, Amington	1km	10	3	-
GP surgery	Stonydelph Health Centre	1.9km	20	6	-

Note: Based on distance and journey times as derived from Google Maps.
Public Transport journey times are taken from www.transportdirect.info

4. Objectives and Targets

4.1. Overview

This section outlines the objectives and targets of this TP which have been tailored to reflect the site location and user audience.

4.2. Objectives

An effective and tailored TP can deliver a significant impact upon travel patterns for users- in this case, residents and pupils of the proposed school. Therefore, the overall objective of this TP is **to support the reduction of the reliance of the private car at the site, through the promotion and encouragement to use sustainable transport modes.**

Specific objectives in relation to the residential element of the proposed development are:

- To address residents' needs for access to a full range of facilities for work, education, health, leisure, recreation and shopping;
- To reduce the traffic generated by the development compared to that which would be generated without the implementation of the TP;
- To promote healthy lifestyles and sustainable, vibrant local communities;
- To encourage good urban design principles that open up the permeability of the development for walking and cycling, linked to the design and access statements; and
- To engage with residents to raise awareness of sustainable travel choices through marketing and information.

An effective School Travel Plan (STP) can influence travel behaviour by staff, parents and pupils. The specific STP objectives are to:

- Encourage pupils to walk, cycle or scoot to/from school;
- Improve the road safety of pupils through education;
- Discourage parents and staff from driving to school; and
- Promote healthy lifestyles for children at the school.

4.3. Targets

Targets are used to monitor whether the TP is meeting its objectives. These targets are 'SMART' in nature:

- **Specific**, to say precisely what is being achieved;
- **Measurable** over the duration of the target;
- **Appropriate** and linked the overall objectives of the local authority accessibility strategy;
- **Realistic** in terms of the potential for being achieved; and
- **Time bound** - the target

Targets for the Proposed Residential Development

So that a baseline modal split can be established, current travel patterns for the Amington Ward (where the proposed development is situated) have been identified using the Journey to Work mode split percentages taken from the 2011 Census. These are journeys to work made by people who live in Amington. The method of travel used is for the longest part, by distance, of the usual journey to work. Those who work from home have been excluded. The mode split percentages have been applied to the vehicular trip generation contained within the Transport Assessment.

Table 4-1 sets out the multi-modal trip generation and targets associated with the proposed residential development.

Table 4-1 Modal Split from Method of Travel to Work Data for Amington Ward Residents (2011)

Mode of Travel	Number	Mode Share Percentage from Census Data	TP Target Mode Split
Train	77	2%	No change
Bus, Minibus or Coach	171	5%	+1%
Taxi	19	1%	No change
Motorcycle, Scooter or Moped	36	1%	No change
Driving a Car or Van	2,765	75%	-10%
Passenger in a Car or Van	296	8%	+2%
Bicycle	68	2%	+3%
On Foot	251	7%	+4%

As the dwellings are not yet occupied and the actual travel patterns of the residents are unknown, these preliminary indicative targets will be updated upon occupation of the site. A baseline travel survey will be distributed within a Welcome Travel Pack for residents so that a more accurate baseline mode share can be established upon which TP targets can be identified and agreed with TBC.

Physical infrastructure measures to encourage walking and cycling will be in place prior to occupation. The Travel Plan Coordinator will also provide travel information at the sales and marketing stage and on occupation. The aim is therefore to discourage single occupancy car trips from first occupation. The baseline mode share targets agreed with TBC will therefore have already incorporated an element of single occupancy vehicle car trip reduction on which future target mode share can further reduce.

4.3.1. Targets for the Proposed Primary School

Table 4-2 identifies SMART targets which will take into consideration the pupil and staff population of the school.

Table 4-2 SMART Targets

Target	Baseline	Sep 2016 target	Sep 2017 target	Sep 2018 target	Sep 2019 target	Sep 2020 target
Increase the proportion of pupils walking, cycling or scooting to school	%	+1%	+1%	+1%	+1%	+1%
Reduce the proportion of pupils travelling to school by car	%	-1%	-1%	-1%	-1%	-1%
Improving road safety and awareness	Road safety awareness lessons and assemblies will be delivered within PSHE time, and assemblies held at least twice per year. The school will also work with the National Children's Charity and national campaigns to provide resources for staying safe.					
Promotion of the STP to the entire school community	Promotion of the STP through the school prospectus and by displaying a copy in the school reception for visitors. Sustainable travel will be promoted through the school's newsletter, poster campaigns and participation in national initiatives.					

The targets set out in Table 4-2 will be refined upon the opening of the school and undertaking of a pupil and parent travel survey.

5. Residential Travel Plan Measures

5.1. Overview

An effective TP can help to discourage single occupancy car use and encourage residents to choose sustainable modes of travel. This section contains a series of measures to promote the use of sustainable travel. These initiatives cover all modes of travel, including car, public transport, walking, cycling and car sharing for all users of the site.

It is proposed that the site developer will appoint a Travel Plan Coordinator (TPC) to ensure the delivery of these measures.

5.2. Marketing and Information Strategy

For residents who are unfamiliar with the local transport network, this lack of basic information and knowledge of where to locate travel information can be a major barrier to its use. Providing public transport information can be influential and effective in changing travel behaviour patterns. The following channels of information dissemination are proposed:

Welcome Travel Pack

A Welcome Travel Pack will be provided to all households on the site on their initial occupation. This will enable residents to make informed travel decisions prior to establishing travel behaviour.

This pack will provide travel information for several modes, providing residents with a range of choices. Information will be provided in an appealing format, using maps and text. The suggested content of this information includes:

- Site-specific public transport information and timetabling;
- Direction to the Staffordshire Share-a-Lift car sharing website;
- Direction to Staffordshire County Council's sustainable travel information website pages;
- Local walking and cycling maps;
- Details of the Staffordshire Wheels to Work scheme;
- A residents' travel survey, which will collect baseline data on travel behaviour;
- Details of the primary school TP; and
- Contact details for the TPC and Staffordshire County Council's Smarter Travel Choices team.

If the TPC is located in the sales office, they should maintain a supply of these documents.

Travel Information Website Page

The future sales website for the development should contain a travel page which displays the travel opportunities available for residents, as well as web links to useful travel information.

5.3. Cycling Strategy

In parallel with physical measures, such as cycle parking and safe cycle routes, cycling incentives can encourage the use of such infrastructure and facilities.

Cycle Maps and Information

The TPC will provide cycle maps in the Welcome Travel Packs. These cycle maps could also be supplemented with the provision of information regarding the nearest bike shops to the development.

Cycle Purchase Incentives

The TPC will also negotiate discounts on new bicycles and accessories for residents at nearby cycle shops.

Promotion of the Staffordshire Wheels to Work Scheme

The Staffordshire 'Wheels to Work' Scheme will be promoted to residents through the Welcome Travel Pack and Travel Information Website. Details about the scheme will be provided and residents will be directed to the website link.

Staffordshire Wheels to Work is a scheme aimed at assisting people who cannot access employment because of a lack of public or private transport. Some of the residents may be eligible for the scheme in which the criteria are:

- Those with difficulty in accessing transport that travels to their chosen employment opportunity;
- To be living within the Staffordshire County Council area; and
- Aged over 17 years of age.

The solutions offered include moped loan for six months, bicycle loan for six months, car share matching and personalised travel planning.

5.4. Walking Strategy

These incentives aim to encourage walking by residents of the site, promoting healthy lifestyles and active travel, in line with the objectives stated in Section 4.

Walking Maps and Information

As detailed in the marketing and information strategy, walking maps will be provided in the Welcome Travel Pack. These maps will identify routes which allow walking access to amenities, employment and education.

Walking Infrastructure

Walking infrastructure within the site will promote walking as a sustainable mode of travel by providing direct routes with good connectivity to the surrounding area. A pedestrian network of approximately 4km will include a designated route around the edge of the site, connecting with the Coventry Canal in the North and Glascote Road to the South. A further three routes will permeate the site from East to West, providing access to Mercian Way. The first of these routes, to the north of the site, will connect to the second access road off Mercian Way. The second, running through the centre will provide access to the Primary School and commercial area. The third route runs through the south of the development via the new community woodland and branches into two routes, one running to the West towards Sandy Way and the other to the South onto Glascote Road. New pedestrian refuge facilities on the Eagle Drive/Mercian Way Junction provide a safe access to Mercian Way. The facilities at this junction improve connectivity between the site and the nearby Landau Forte Academy Secondary School and Tamworth Town Centre, therefore increasing the likelihood of sustainable travel choices to and from the site.

5.5. Public Transport Strategy

This section outlines incentives which aim to encourage use of public transport.

Public Transport Information

As stated in the marketing and information strategy, public transport information will be included in the Welcome Travel Pack issued to residents upon moving into their home, and will include information on buses and trains. The nearest bus stops and Tamworth station location will be identified, and timetables of bus routes and train services to key destinations will be included.

Bus Ticketing Incentives

The TPC will also seek to investigate the provision of bus 'taster tickets' for new residents. The purpose of this is to allow residents to trial their travel routes using public transport before single occupancy car travel routines are established.

Additionally, the TPC should liaise with public transport operators in the area to establish whether discounts on travel could be provided for residents if Arriva Midlands express an interest in diverting their services through the development.

5.6. Car Share Strategy

Car Share incentives aim to reduce single occupancy vehicle journeys by connecting individuals who travel to the same place and who are therefore able to share a journey. For some trips, using a private car is the only option and car sharing is an effective measure which allows use of the private car, but reduces the number of trips created by the development. There are a number of wider factors which are providing incentives for car share, which this TP can capitalise on, for example, increasing fuel prices and car share initiatives at residents' workplaces.

Promotion of Staffordshire Share-a-Lift Website

Residents will be encouraged to sign up to find a car share partner at <http://share-a-lift.co.uk>, which is Staffordshire County Council's car share scheme. The scheme provides the opportunity to match residents to others who are travelling in the same direction and who may be able to offer a lift. The website also allows individuals to share their journey, thus sharing costs with their car share partner(s).

The website will be publicised through the marketing and information strategy, particularly through the Welcome Travel Packs.

5.7. Reducing the Need to Travel

Managing residents' need to travel will be addressed by measures in the TP. To encourage residents to consider their travel options and their need to travel, information regarding internet shopping and local home delivery services will be promoted to residents through the Welcome Travel Pack.

5.8. Action Plan

The measures for the residential aspect of the TP are detailed in the Action Plan. This shows the target dates and responsibility for delivery of the TP measures. The TP will be implemented in accordance with the timescales identified in Table 5-1.

Table 5-1 Action Plan for Residential Measures

Action	Target Date	Method of Monitoring	Responsibility	Method of Publicity
Marketing and Information Actions				
Provide a Welcome Travel Pack for initial households containing information on local travel options and promotion of the school travel plan	Development of pack in advance of the first occupation. Distribution following occupation	All initial households to receive a pack	Developer(s)/ TPC	Direct distribution of packs to households
Include travel information on the sales website and provide information in the sales and marketing suite	At Sales and Marketing stage	Information on the sales website	Developer(s)/ TPC	Sales team Web and paper sales and marketing publications
Cycling Actions				
Implementation of physical cycle measures , including cycle parking	Prior to development opening (during design)	Cycle friendly design	Developer	Welcome Travel Pack Sales Website
Development and provision of cycle maps and information	Ongoing from development opening	Information included within	TPC	Welcome Travel Pack Sales Website

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Action	Target Date	Method of Monitoring	Responsibility	Method of Publicity
		Welcome Travel Pack		
Cycle purchase incentives negotiated with cycling retailers	Opening of development	Availability of purchase incentives to residents	TPC	Welcome Travel Pack
Promotion of Staffordshire's Wheels to Work Scheme	Ongoing from development opening	Information included within Welcome Travel Pack	TPC	Welcome Travel Pack Sales Website
Walking Actions				
Development and provision of walking maps and information	Ongoing from development opening	Information included within Welcome Travel Pack	TPC	Welcome Travel Pack Sales Website
Public Transport Actions				
Offer residents bus taster tickets for one week of travel on local bus services (one per household)	On (or as close as possible to) occupation	Mechanism for residents to request bus taster tickets included in Welcome Travel Pack-measure number of requests	TPC (with support from local bus operators)	Welcome Travel Pack
Car Share Actions				
Promotion of Staffordshire Share-a-Lift to residents through the Welcome Travel Pack	On (or as close as possible to) occupation	Monitoring surveys (numbers signed up to car share scheme and/or are car sharing) Information included within Welcome Travel Pack	TPC	Welcome Travel Pack
Reducing the Need to Travel				
Promotion of internet shopping and home delivery	Opening of development	Information included within Welcome Travel Pack	TPC	Welcome Travel Pack

6. School Travel Plan Measures

6.1. Overview

This section proposes a range of initiatives which are considered to be effective in meeting the objectives set out in Section 4, particularly in terms of encouraging healthy, active lifestyles for both staff and pupils while promoting sustainable travel. These measures have been developed based on the current and proposed transport network, whilst also considering local and national guidance.

It is proposed that a TPC will be appointed to ensure the delivery of these measures. The TPC will be responsible for the implementation of the TP and for producing annual monitoring reports (see Section 7).

These measures are considered appropriate for the Primary School at this stage; however, they will be developed in more detail on appointment of a Travel Plan Coordinator/Working Group.

6.2. Initiatives for Pupils

6.2.1. Walking Initiatives

A number of initiatives are recommended to support walking to school, as follows:

- To work in partnership with TBC and SCC to deliver local highway improvements in and around the site, such as improvements to the local footways and the delivery of pedestrian facilities within the site;
- To offer pedestrian training in conjunction with SCC. This initiative involves providing Road Safety Education offered by SCC, which includes topics such as pedestrian training to all schools in the county. The training can be offered to all ages;
- To participate in 'Walk to School Week' and promote this event to pupils, parents, staff, governors and other stakeholders;
- To investigate the implementation of a walking bus scheme. This will include mapping a potential route and considering the cost/implications of either employing staff to run the walk or training a volunteer;
- To hire pedometers from TBC to encourage walking through competitions;
- Purchase appropriate high visibility clothing for children to wear whilst taking part in walking initiatives from companies such as www.brightkidz.co.uk; and
- To actively endorse walking through integrating walking into the curriculum and lesson plans, and continue walking to destinations in the local area for site visits.

6.2.2. Cycling/Scooting Initiatives

This TP includes a number of initiatives to help to encourage pupils to travel by bicycle or scooter, as follows:

- To participate in Sustrans cycle events and promote these to parents, pupils and staff;
- To work in partnership with SCC to deliver appropriate local highway improvements, such as cycle routes;
- Provision of Bikeability for older pupils to encourage safe riding and to learn new skills;
- Exploration of possibility of scooter training, as detailed in the following document-



http://www.sustrans.org.uk/sites/default/files/documents/srs_scootering_to_school.pdf (image right);

- Provision of cycle and scooter parking spaces as part of the proposed development; and
- Storage facilities for helmets and clothing.

6.2.3. Road Safety Education and Training Initiatives

The delivery of road safety education and training to pupils and parents can considerably improve the safety of the area surrounding the school. With this in mind, the following measures are proposed:

- Deliver road safety training for pupils in school assemblies, with support from the resources provided by SCC;
- Educate parents on the need to comply with traffic regulations and park sensibly when dropping off pupils; and
- Investigate potential to run a junior road safety scheme. Schools recruit pupil representatives from Year 5 or 6 to act as road safety champions and promote road safety issues within their school. The scheme encourages pupils to take responsibility for their own learning and decision making.

6.2.4. Information, Marketing and Promotional Initiatives

Sustainable travel will be promoted to pupils and parents/carers through the delivery of the following:

- Creation of maps for parents of pupils to show suitable routes for walking to school;
- Participation in national competitions and initiatives such as Walk Once a Week, Big Pedal and Walk to School week;
- Inclusion of information on sustainable travel through the school prospectus (once a prospectus has been produced). Within the prospectus, travel options to the school can be explained, and the importance of the STP can be highlighted;
- Through the school's newsletter, information on sustainable travel to school can be included to encourage pupils and parents to consider these modes of transport. Different themes of information (such as health, social benefits etc.) can be passed on to parents to inform a whole range of life changes; and
- Devise poster campaigns for pupils to design in lessons e.g. a 'no parking' campaign for outside of the school.

In addition to the above, the new school will ultimately become a feeder school to some of the local secondary schools. The TPC should work in conjunction with these schools to offer a transition programme to help the process of transition for pupils from primary to secondary school. SCC's Road Safety Education covers the topic of the transition from primary to high school. There are also online Travel Packs aimed at parents of children moving to high school

(<http://www.staffordshire.gov.uk/transport/roadsafety/education/highschool/home.aspx>). These help parents to plan safe walking, cycling and public transport routes with their children. The TPC should ensure parents are informed of this. To complement this, pupils could be given an information pack aimed at them and be shown the transport options they can use to travel to their new school.

6.2.5. Initiatives to Reduce Car Travel

The following initiatives aim to reduce travel to school by car:

- Set up a Park and Stride scheme, which allows parents/carers who have no other option but to drive their children to school to walk for part of the journey by parking further from the school; and
- Consider 'car free' days at the school through consultation with parents and governors.

6.3. Initiatives for Staff

It is important that the school also introduces measures to encourage staff to travel by sustainable modes as this will help to avoid on-site car parking pressures. It is recognised that the teaching staffs' ability to travel by alternatives to the car is limited by home location and their need to transport pupils' workbooks and other equipment, but a number of initiatives are considered to be feasible.

6.3.1. Car Share Initiatives

These initiatives are aimed at staff who travel by car to the school and are able to pick up a colleague on route to the school. This is a positive measure for avoiding pressures on on-site car parking demand, in line with discouraging single occupancy vehicle journeys. Car sharing will promote more sustainable commutes while providing the convenience offered by travelling by car. This STP will encourage staff car sharing through:

- Identifying potential car sharing opportunities by mapping home postcodes of staff;
- Publicising the benefits of car sharing to staff, for example at staff meetings and teacher training days; and
- Promotion of Staffordshire's Share-a-Lift car sharing website.

6.3.2. Walking Initiatives

To encourage healthy lifestyles (an objective of this TP), it is important that it includes measures to support staff who wish to walk to work. Measures include:

- Provision of maps which show the local area and walking routes. These could also include information on the health benefits of walking to work;
- Promotion of distance, time and calories burnt from a series of popular destinations in the vicinity of the school. This could be created by using the website WalkIt (<http://WalkIt.com>) which takes the start point and destination and calculates the distance, time, calories and Co2 saved; and
- Participation of staff in walking initiatives with pupils.

6.3.3. Cycling Initiatives

The provision of a sufficient number of cycle parking spaces which are secure and attractive to use are an important factor in encouraging staff to cycle to the school. As part of the development proposals, cycle parking spaces will be provided on the site as an initiative to encourage staff to cycle to/from the school.

The school could investigate offering the Cycle to Work scheme. This is a UK Government tax exemption initiative which was introduced to promote healthier journeys to work and reduce environmental pollution. It works by allowing employers to loan bicycles to employees as a tax-free benefit. Space should be made available for staff to store cycling equipment.

6.3.4. Public Transport Initiatives

Providing information relating to bus travel will be an important factor in minimising single vehicle occupancy for journeys by staff. Providing public transport information is cheap and easy to implement, but can be influential in changing travel behaviour patterns. Information on local bus services should be available in a communal area, so that it is also available for visitors. This information should include route information and timetables. Links to journey planning websites and bus operator contact details should also be provided to help staff plan a journey to the school.

6.4. Action Plan

The measures for the STP are detailed in the Action Plan in **Table 6-1**.

Table 6-1 Action Plan for School Measures

Proposed Mixed Use Development at Tamworth Municipal Golf Course
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Action	Target Date	Method of Monitoring	Responsibility	Method of Publicity
Walking Actions for Pupils				
Work in partnership with SCC to deliver local highway improvements	Before development opens	Implementation of improvements	TPC/TBC	N/A
Offer pedestrian training and road safety education training	From opening of development	Number of pupils undertaking training	TPC/SCC	School newsletter Website
Participation in "Walk to School Week"	As close as possible to opening of development and annually	Increased number of pupils walking to school	TPC/Pupils	School newsletter Website
Investigate implementation of walking bus scheme	As close as possible to opening of development (begin in spring/summer)	Volunteers identified, routes planned, pupils using walking bus	TPC/governors	School newsletter Website
Hire pedometers from TBC	As close as possible to opening of development	Increase in pupils walking to school	TPC/TBC	School newsletter Website
Purchase high visibility clothing	As close as possible to opening of development	Pupil safety maintained while partaking in initiatives	TPC	Classroom
Cycling/Scooting Actions for Pupils				
Participation in Sustrans cycle events	Ongoing	Participation in events	TPC	School newsletter Website
Work in partnership with TBC to deliver local highway improvements	Before development opens	Implementation of improvements	TPC/TBC	N/A
Provision of a Bikeability scheme	As close as possible to opening of development	Participation in the scheme	TPC/TBC	School newsletter Website
Investigate offering scooter training	As close as possible to opening of development	Participation in training / increased mode share of pupils scooting to school	TPC/TBC	School newsletter Website
Provision of cycle/scooter spaces (also for staff)	Before development opens	Implementation of cycle / scooter parking. Increased mode share	TBC	N/A
Storage facilities for cyclists	Before development opens	Implementation of storage facilities	TPC	N/A
Road Safety Education and Training Actions for Pupils				
Deliver road safety training in school assemblies	Ongoing	A minimum of two assemblies per year	TPC/SCC	School newsletter Website

Proposed Mixed Use Development at Tamworth Municipal Golf Course
Travel Plan

Action	Target Date	Method of Monitoring	Responsibility	Method of Publicity
Educate parents on the need to comply with traffic regulations	Ongoing	Inclusion of information in school newsletter	TPC	School newsletter Website School Prospectus
Investigate running the junior road safety scheme	As close as possible to opening of development	Raised awareness of safety issues amongst pupils	TPC	School newsletter Website
Information, Marketing and Promotional Actions				
Create maps for parents to show suitable walking routes	As close as possible to opening of development	Increase in pupils walking to school	TPC	School newsletter Website
Participation in national events	Ongoing / annually	Participation in events	TPC and pupils	School newsletter Website Posters
Include information on sustainable travel in the school prospectus	Prior to school opening	Increase in pupils travelling to school by sustainable modes	TPC	School prospectus
Provide information on sustainable travel to school in the school's newsletter	Ongoing	Increase in pupils travelling to school by sustainable modes	TPC/head teacher	School newsletter
Devise poster campaigns for pupils to design in lessons	As close as possible to opening of development	Visible deterrent to parents not to park outside the school	Class teachers/pupils	Classroom
Publicise the STP through the school prospectus/school reception area	At school opening	Physical reminder of the STP and Action Plan	TPC	Information placed in communal areas
Produce and promote a secondary school transition programme	Ongoing	Year 6 pupils participating in the programme	TPC	School newsletter Teachers and presentations/ assemblies
Actions to Reduce Car Travel				
Investigate setting up a Park and Stride scheme	As close as possible to opening of development	Uptake of scheme and participation of staff/volunteers	TPC/staff/volunteers	School newsletter Website
Hold 'car free' days	As close as possible to opening of development	Participation by staff/parents	TPC/governors	School newsletter Website
Car Share Actions for Staff				
Mapping of staff postcodes to identify car share opportunities	As close as possible to opening of development	Mapping of staff postcodes	TPC	Staff notices

Proposed Mixed Use Development at Tamworth Municipal Golf Course
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Action	Target Date	Method of Monitoring	Responsibility	Method of Publicity
Publicise the benefits of car sharing for staff	As close as possible to opening of development	Production of car share material	TPC	Staff meetings
Promote Staffordshire's Share-a-Lift website	As close as possible to opening of development	Uptake of car sharing amongst staff	TPC	Staff notices
Walking Actions for Staff				
Provision of walking maps showing local routes	At school opening	Production and display of information, reducing car journeys	TPC	Display of information in staff communal area
Provision of information on local walking routes	At school opening	Production and display of information, reducing car journeys	TPC	Display of information in staff communal area
Participation of staff in walking initiatives with pupils	Ongoing	Staff partaking in walking initiatives	TPC/staff	Staff notices
Cycling Actions for Staff				
Investigate Cycle to Work scheme	As close as possible to opening of development	Sign up to cycle to work scheme (if appropriate)	TPC	Staff notices
Public Transport Actions for Staff				
Provision of public transport information in communal areas	At school opening	Production of display of information, uptake of PT journeys	TPC	Information placed in communal areas

7. Monitoring and Coordination

7.1. Overview

This section provides a plan for the coordination of the TP, including details of the Travel Plan Coordinator (TPC) roles. The TPCs play an integral part in the successful delivery of the TP, as well as ongoing points of contact for residents post-occupation, as well as for parents, staff and pupils at the school.

This section also proposes a strategy for monitoring the progress and achievements of the TP and reporting progress to the Local Planning and Highway Authorities.

7.2. Management and Ownership of the TP

Appropriate structures and processes will be put in place to ensure the effective management and delivery of the TP. The site developer will be responsible for TP management and implementation of TP measures during the construction and sales marketing stages. They will liaise as appropriate with other developer partners. The post-occupation management of the TP will be the responsibility of the appointed TPCs and this TP will provide a framework to be developed on their appointment.

7.3. Travel Plan Coordinator Role

Following the occupation of the site, the site developer(s) will appoint a TPC for the residential component of the TP, and the school management team will appoint a TPC who will oversee the development and delivery of the STP. The TPCs will be responsible for ensuring that monitoring is undertaken and carried out at times that are representative of the typical day to day travel characteristics of the site. Contact details for the TPCs will be provided to TBC and SCC upon their appointment.

Key duties of the TPCs will include:

- Promoting and encouraging the use of modes other than the car, including publicity;
- Identifying baseline travel patterns through a residents' survey included in the Welcome Travel Pack. The school TPC will be responsible for carrying out staff and pupil baseline surveys. In addition, they will arrange and record surveys of car park usage at the school and the level of on-street parking;
- Liaison with contractors and inspection to ensure a high standard of on-the-ground provision of infrastructure, e.g. cycle parking and pedestrian linkages. In addition they will survey and record the level of usage of cycle stands and establish the need for additional facilities;
- Forming contacts at TBC and SCC, liaising with these to report on the progress of the TP and capitalising on any TBC transport improvements post-occupation;
- Development and issuing of the Welcome Travel Pack (for the residential site);
- Ensuring relevant information is provided to all intended users of the TP and that the information is clearly displayed and kept up to date;
- Acting as a point of contact to provide travel advice to residents and staff/pupils at the school; and
- Undertaking annual monitoring of the achievements of the TP against the agreed targets and objectives.

The TPC for the school could consider working in conjunction with a Working Group. This Group would need to be set up at the outset along with the appointment of the TPC, and could be formed of members such as teachers/pupils (essential), governors/parents (desirable), and the Travel Plan officer from SCC (desirable).

7.4. Travel Plan Monitoring Strategy

A robust monitoring strategy is essential for measuring the performance of the TP against the agreed objectives and targets.

7.4.1. Baseline Residents' Survey/Baseline Staff and Pupil Surveys

A crucial part of the information gathering element of the TP is to ensure that a baseline survey of all residents is carried out, as well as a baseline survey of staff and pupil travel habits. The TPC will ensure that each household receives a survey upon occupation which will be included in their Welcome Travel Pack. For the school survey, the staff survey will be distributed in a communal staff area, and the pupil survey may be conducted using a 'show of hands' approach.

This baseline surveys will identify the following:

- Current mode of travel for journeys to work, school, shopping and leisure;
- Reasons for use of current mode;
- Willingness to use alternative modes;
- Incentives to encourage the use of sustainable modes; and
- Other transport-related issues.

These surveys will provide baselines with which comparisons with future monitoring surveys can be made. Mode share targets for the development will be updated following the collection of this data. The TPC will provide an incentive for the completion of surveys, for example, a prize draw, to maximise the number of survey responses.

7.4.2. Annual Monitoring and Review

Following the baseline survey, annual residents' monitoring travel surveys will be undertaken to demonstrate progress in promoting sustainable transport measures. The first monitoring survey will be undertaken on the anniversary of the first occupation. Annual staff and pupil surveys will also be undertaken, on the anniversary of the first survey.

The TPC will be responsible for collating and reviewing the results of these surveys and submitting an annual monitoring report and TP review to the Local Planning and Highway Authorities for approval. This report will be submitted annually, on each anniversary of the date of the first occupation, for a period of five years from the first occupation of the development.

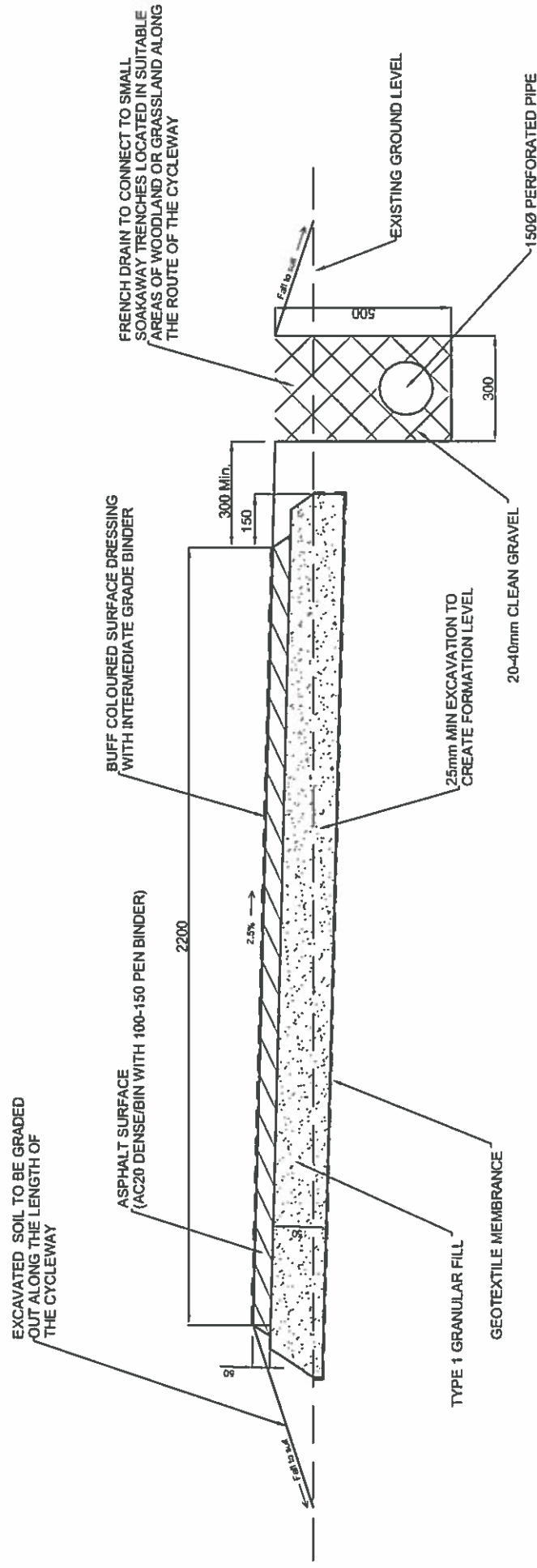
7.4.3. Mitigation

If targets are not being achieved, additional actions will be taken to help attain them. Explanations and information about what is going to be done over the subsequent period to meet the targets will be provided to SCC. If the target continues to not be met for the school, the travel team will liaise with SCC to investigate possible mitigation measures. An example of possible further mitigation measures that could be implemented are as follows:

- Increase the marketing and promotion of the TP and travel options;
- Undertake Personal Travel Planning with pupils and staff / residents e.g. producing tailored travel maps;
- Participate in further national event days;
- Investigate the feasibility of a car free zone within 200 metres of the site and further park and stride areas (for the primary school);
- Hold 'TP days' to promote the TP.

APPENDIX 6

BOROUGH COUNCIL CYCLE AND PEDESTRIAN WAY SPECIFICATION



NOTES:

1. PATH MUST BE SWEEPED CLEAN OF ANY LOOSE CHIPPINGS PRIOR TO USE.
2. SOFT & WOODY VEGETATION TO BE CLEARED 2 METRES EITHER SIDE OF PATH AND 3.5m ABOVE PATH.
3. LENGTH OF CYCLEWAY THAT IS RESPONSIBILITY OF COUNCIL IS APPROXIMATELY 1400m.