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Unilateral Undertaking pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Haverhill Business Park, Suffolk

Dated 27 Sytumber 2016

Hammonds Rutts Investments Ltd (the Owner)

In favour of

Braintree District Council (BDC)

St Edmundsbury Borough Council (EBC)

Suffolk County Council (County Council)

Dentons UKMEA LLP One Fleet Place London EC4M 7WS United Kingdom DX 242

and, where relevant, the person pictured is a true likeness of the person who presented it.

By

Signed\_ Dentons London F

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# Unilateral Undertaking pursuant to Section 106A of the Town and Country Planning Act 1990 relating to Haverhill Business Park

Dated 27th Sytumber 2016

#### Given By

(1) Hammond Rutts Investments Limited (registered company number 08382349) of The Pinnacle, 170 Midsummer Boulevard, Milton Keynes MK9 1FE the (Owner)

#### In favour of

- (2) Braintree District Council of Causeway House, Bocking End, Braintree, Essex CM7 9HB (BDC)
- (3) St Edmundsbury Borough Council of West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU (EBC);
- (4) Suffolk County Council Endeavour House, 8 Russell Road, Ipswich IP1 2BX (County Council)

#### Recitals

- A The Planning Application relates to land which is within the administrative area of each Borough Council. The Borough Councils are the local planning authority for the purposes of this Deed and for the purposes of the Act for the area within which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development should be restricted or regulated in accordance with this Deed.
- B The Owner is the registered proprietor of the freehold of the Property registered at the Land Registry with Title Absolute and comprised under title number EX92208.
- The County Council is the local highway authority (except for trunk roads) and is also a local planning authority for the purposes of the Act for the area in which the Property is situated and by whom the obligations in the Deed are enforceable.
- D The Owner submitted the Planning Application to the Borough Councils for planning permission to carry out the Development.
- This Deed is entered into to make provision for regulating the Development and securing the planning obligations contained in this Deed. The Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Property are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the Owner has agreed to enter into this Deed.
- F The Owner is satisfied that the planning obligations secured by this Deed comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

#### NOW THIS DEED WITNESSETH as follows:

#### **Operative Part**

#### 1 Definitions

For the purposes of this Deed the following expressions shall have the following meanings:

Act means the Town and Country Planning Act 1990 as amended.

Borough Councils means EBC and BDC collectively.

Commencement of Development means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

Commercial Unit(s) means an individual commercial unit or units forming part of the Development.

**Development** means the development as set out in the Planning Application and permitted by the Planning Permission.

Full Workplace Travel Plans means fully developed travel plans for each Commercial Unit based on the Interim Workplace Travel Plan and travel monitoring data of the end users providing a package of measures aimed at promoting more sustainable travel choices and reducing reliance on the private car in relation to the Development subject to annual reviews and revisions as approved by the County Council and "Full Workplace Travel Plan" shall be construed accordingly.

**Full Workplace Travel Plan Monitoring Report** means the annual report that is submitted to the County Council in a form acceptable to the County Council that provides a summary of the traffic counts and employee surveys to demonstrate that the Full Workplace Travel Plans objectives and targets are being achieved.

Index means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Borough Councils, County Council and the Owner.

**Index Linked** means the increase in any sum referred to in the First Schedule by an amount equivalent to the increase in the Index such sum is payable to be calculated in accordance with Clause 7 of this Deed.

Interest means interest at 4 per cent above the base lending rate of the Bank of England from time to time.

Interim Workplace Travel Plan the Interim Workplace Travel Plan dated September 2016 as appended Appendix 1.

**Occupation** and **Occupied** means occupation of any part of the Development 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.

Plan 1 means the plan annexed to this Deed and so marked.

Planning Application means the outline planning application (reference 15/2424/OUT for EBC and reference 15/01274 for BDC) for up to 46,000 sqm of floorspace for uses within B1, B2 and B8, roadside uses (petrol filling station and restaurants Use Classes A3/A5) car dealerships, builders merchants (sui generis) ancillary lorry park for the Business Park occupiers together with landscaping car and HGV parking and associated works and facilities including access.

Planning Permission means such planning permission as is granted by the Borough Councils for the Development pursuant to the Planning Application (including such amendment or variation to the Planning Permission as may be subsequently made pursuant to section 96A of the Act).

**Property** means the land the subject of the Planning Application and against which this Deed may be enforced shown for the purposes of identification only edged red on the Plan 1 and known as Haverhill Business Park, Suffolk (excluding any highway).

**Transport Management Association** means a working group that incorporates the Travel Plan Coordinators of each Commercial Unit to coordinate, implement and deliver the Full Workplace Travel Plans.

**Travel Plan Coordinators** means persons to be appointed by each occupier of each Commercial Unit to oversee the management and implementation of the relevant Full Workplace Travel Plan and to collectively form the Transport Management Association.

**Travel Plan Notice** means a notice in writing served on the Owner specifying the steps required within 28 days to implement the Interim Workplace Travel Plan and/or the Full Workplace Travel Plan.

**Travel Plan Evaluation and Support Contribution** means the sum of £5,000 (five thousand pounds) Index Linked payable in instalments as further specified in paragraph 2, 3 and 4 of Schedule 1.

Working Day any day other than a Saturday or a Sunday or bank holiday or a public holiday.

#### 2 Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

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tel +44(0)20 /400 2120
cornisharchitects.com
cornisharchitects.com NOTES 21/09/2015 Cokd Date 125 m

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- Any reference to a statute (whether or not specifically named) shall include any statute amending consolidating or replacing the same and for the time being in force and a reference to a statute includes all statutory instruments orders plans regulations byelaws permissions and directions for the time being made issued or given or deriving validity pursuant to the same and any amendments thereto or replacements thereof.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of EBC BDC or County Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- Words denoting an obligation on any party (whether as signatory or otherwise) to this Deed to do an act matter or thing include an obligation to procure that it is done and words placing any such party under a restriction include an obligation not to permit or allow infringement of the restriction.
- 2.9 Save as otherwise provided the covenants restrictions stipulations and obligations contained in this Deed shall be enforceable without any limit of time against the Owner and any successors in title of the Owner (including any freehold reversioner) or any person deriving title under or through the Owner to the Property or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person PROVIDED ALWAYS THAT no person shall be liable to perform any covenant or obligation made or given under this Deed once he shall have parted with all his interest in the Property save in respect of any breach occurring during the period of his interest in the Property.
- 2.10 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 2.11 Nothing in this Deed (whether express or implied) shall be construed as restricting or prejudicing the exercise by EBC, BDC or the County Council of any discretion, power, function, duties and obligations exercisable by them under the Act or any other Act or authority in the exercise of their functions as local authorities.
- 2.12 Any notice certificate or other written communication required to be served under the terms of this Deed shall be served on the party concerned by Recorded Delivery post during the Council's business hours of 10:00am to 4:00pm on a Working Day at the person's address as herein stated or such other address as shall be notified by Recorded Delivery post from time to time.
- 2.13 This Deed shall be registerable by EBC and BDC as a local land charge.
- 2.14 References to the Property include any part of it.
- 3 Legal Basis
- 3.1 This Deed relates to and binds the Property and is made pursuant to the provision of Section 106 of the Act and the obligations hereinafter contained shall be planning obligations to which

the provisions of Section 106 of the Act shall apply and the Borough Councils and the County Council are the local planning authorities by which the provisions of this Deed shall be enforceable.

- 3.2 This Deed shall terminate and cease to have any further effect (insofar as it has not already been complied with) if prior to Commencement of Development the Planning Permission expires, is quashed or revoked or in so far as the provisions thereof remain to be observed and performed if the Permission is quashed or revoked following Commencement of Development (in each case other than at the request of the Owner).
- 3.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

#### 4 Conditionality

This Deed is conditional upon:

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

save for the provisions of Clauses 5, 6, 7,8, 9, 10, 11, 12, 13, 14 and 15 which come into effect immediately upon completion of this Deed.

#### 5 The Owners Covenants

- 5.1 The Owner for itself and its successors in title (which for the avoidance of doubt shall include leaseholders of their respective Commercial Units) hereby covenants and undertakes with the Borough Councils so as to bind the Property and every part thereof to carry out and comply with the obligations set out Part 1 of Schedule 1 in this Deed.
- 5.2 The Owner for itself and its successors in title hereby covenants and undertakes with the County Council so as to bind the Property and every part thereof to carry out and comply with the obligation set out Part 2 of Schedule 1 in this Deed.

#### 6 Exclusion of Contracts (Rights of Third Parties) Act 1999

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

#### 7 Indexation

- 7.1 The Travel Plan Evaluation and Support Contribution shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable using the application of the formula A = B x (C/D) where:
  - 7.1.1 A is the sum payable under this Deed;
  - 7.1.2 B is the original sum calculated as the sum payable;
  - 7.1.3 C is the Index for the month two (2) months before the date on which the sum is payable;

- 7.1.4 D is the Index for the month two (2) months before the date of this Deed; and
- 7.1.5 C/D is greater than 1.

#### 8 Change in Ownership

The Owner agrees to give the Borough Councils and the County Council immediate written notice of any change in ownership of any of its interests in the Property occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property or unit of occupation purchased by reference to a plan.

#### 9 Interest

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment.

#### 10. Right Of Entry

At all times on not less than seven (7) days written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the Borough Councils and/or the County Council entry to the Property for the purposes of inspection and monitoring compliance with the provisions of this Deed.

#### 11 VAT

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

#### 12 Waiver

No waiver (whether expressed or implied) by the Borough Councils and/or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Councils and/or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

#### 13 Miscellaneous

- 13.1 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Property under the terms of this Deed are hereby waived.
- 13.2 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to either the Borough Councils and/or the County Council.
- 13.3 The Owner covenants and warrants to the Borough Councils and the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Property whose consent is necessary to make this Deed binding

on the Property and all estates and interests therein save for those identified on the official copy of the register for title EX92208 edition date 7.10.2015.

13.4 The Owner covenants to pay the reasonable legal costs of the County Council incurred in the negotiation of this Deed prior to the completion of this Deed.

#### 14 Jurisdiction

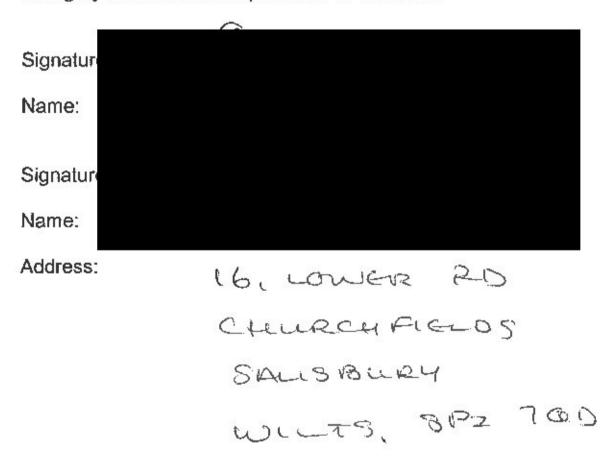
This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

### 15 Delivery

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

IN WITNESS WHEREOF THE OWNER HERETO HAS EXECUTED THIS DEED ON THE DAY AND YEAR FIRST BEFORE WRITTEN

Executed as a deed by Hammond Rutts Investments Ltd acting by a director in the presence of a witness:



## Schedule 1 - Planning Obligations

#### Part 1

The Owners covenants with the Borough Councils as follows:

1 To give at least 10 Working Day advance written notice of its intention to Commence Development

#### Part 2

## Travel Plan Evaluation And Support Contribution

- The Owner covenants to pay to the County Council the first instalment of the Travel Plan Evaluation and Support Contribution of £1,000 (one thousand pounds) Index Linked prior to the Occupation of the first (1<sup>st</sup>) Commercial Unit.
- The Owner hereby covenants not to Occupy or permit Occupation of the first (1<sup>st</sup>) Commercial Unit until the first instalment of the Travel Plan Evaluation and Support Contribution has been paid to the County Council.
- The Owner covenants with the County Council to pay further instalments of the Travel Plan Evaluation and Support Contribution of £1,000 (one thousand pounds) Index Linked annually prior to the anniversary of the date the first (1<sup>st</sup>) Commercial Unit was Occupied SAVE THAT no further instalments of £1,000 (one thousand pounds) of the Travel Plan Evaluation and Support Contribution shall be payable by the Owner from the date of the fifth (5th) anniversary that the first instalment of the Travel Plan Evaluation and Support Contribution was paid in accordance with paragraph 2 of this Schedule 1.
- The Owner covenants to notify the County Council in writing at least 10 working days in advance of the first Occupation of the each Commercial Unit.

#### **Travel Plan**

The Owner covenants with the County Council to procure that the owner or operator of each Commercial Unit shall comply with the following:

- From the Occupation of the first Commercial Unit to implement the Interim Workplace Travel
  Plan as approved by the County Council in full (as may be amended from time to time with the
  written agreement of the County Council).
- 7 To submit the Full Workplace Travel Plan for each Commercial Unit to the County Council for written approval by the County Council no more than six months after the first Occupation of each Commercial Unit.
- 8 To implement the approved Full Workplace Travel Plans for the relevant Commercial Unit in full (as may be amended from time to time with the written agreement of the County Council).
- From its approval, to implement the approved Full Workplace Travel Plan for each Commercial Unit in full until the fifth (5th) anniversary of the date of Occupation of each Commercial Unit.

- To establish the Transport Management Association and to inform the County Council of the single point of contact for the Transport Management Association who will report directly to the County Council in relation to the implementation of the Full Workplace Travel Plans no later than six (6) months after the first Occupation of the second (2nd) Commercial Unit
- To submit to the County Council on an annual basis, on the anniversary of the date six (6) months after first Occupation of each Commercial Unit ("the **Trigger Date**"), the Full Workplace Travel Plan Monitoring Report for that relevant Commercial Unit until the fifth (5th) anniversary of the Trigger Date.
- To carry out the actions specified in the Travel Plan Notice served by the County Council on the Owner within 28 days of the date of service of the Travel Plan Notice.
- 13 If after 28 days from the date of service of the Travel Plan Notice, an Owner has failed in the reasonable opinion of the County Council to comply with the requirements of the Travel Plan Notice, the County Council shall be entitled to take such action as it considers appropriate to remedy or enforce that breach against the relevant Owner.

## Appendix 1 - Interim Workplace Travel Plan



## **Hammond Rutts Investments Limited**

Haverhill Business Park Haverhill, Suffolk

Interim Workplace Travel Plan
September 2016



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Figure 1 - Site Location Plan (Regional Context)

Figure 2 - Site Location Plan (Local Context)

Figure 3 - 2km Walking Isochrone Figure 4

- 5km Cycling Isochrone



## 1 INTRODUCTION

- 1.1 Vectos has been retained by Hammond Rutts Investments Limited to advise on the transport aspects of a planning application for the proposed development of Haverhill Business Park.
- 1.2 This Framework Travel Plan (FTP) has been prepared on behalf of the Site Owner to support a planning application for the redevelopment of the Site. The FTP sets out the overarching principles to be adopted to promote sustainable travel by future staff to/from the site.
- 1.3 As the development of the site progresses the occupiers of each unit will produce and implement their own Travel Plans within the "umbrella" of the site wide FTP. As set out in detail below, a Transport Management Association will be established by the Occupiers Travel Plan Co-ordinators. This will ensure a consistent of approach in implementing the Travel Plans.

#### **Context**

- The application seeks permission for the erection of up to 46,000 sq m of floorspace for uses within B1, B2 and B8 of the Use Classes Order, road side uses (petrol filling station and restaurant/s Use Class A3/A5), car dealerships (sui generis), ancillary lorry park for Business Park occupiers, together with landscaping, car and HGV parking and associated works and facilities including access. Access is to be determined.
- 1.5 The FTP has been prepared with the benefit of our knowledge and experience gained through working on similar developments. It applies only to the employment floorspace associated with the B1/B2/B8 land uses. Given the scale of the Petrol Filling Station (PFS) and Drive Thru restaurant proposed it is not considered necessary for the FTP to cover them.
- 1.6 The remainder of this document is structured as follows:
  - Section 2 outlines the options for accessing the site by sustainable modes;
  - Section 3 outlines the baseline travel patterns for future staff
  - Section 4 sets out the objectives and targets of the FTP;
  - Section 5 sets out the measures and initiatives;
  - Section 6 –outlines the FTP strategy including how it will be managed;
  - Section 7 outlines the monitoring and review programme; and



Section 8 – presents the Action Plan



## 2 SITE ASSESSMENT

#### **Site Location**

- 2.1 The site is located off Iceni Way and Phoenix Road, approximately 2km to the south-east of the town of Haverhill in Suffolk. Iceni Way is used primarily as an access road to an existing industrial unit at its eastern end with parking for HGVs provided in an ad-hoc parking area.
- 2.2 The site's location is shown in Figures 1 and 2.

## Non-Car Accessibility

#### Walking

- 2.3 A person's willingness to walk is dependent on many factors including access to a car, safety, road congestion, weather, gradients, parking, health, direction of route and purpose of journey. Previous Government policy refers to a distance of two kilometres as the maximum over which walking might replace car trips.
- 2.4 A 2km Walking distance is shown in Figure 3.
- 2.5 Footways are provided along the extents of Iceni Way, Phoenix Road and sections of Bumpstead Road within the vicinity of the site. Informal pedestrian crossing facilities are provided at both the roundabouts at Iceni Way/Bumpstead Road and the A1017/Bumpstead Road which provide dropped kerbs and tactile paving.
- 2.6 In association with the proposed development footway improvements will be undertaken on Bumpstead Road. These will provide new sections of footway on the eastern side of the road to provide a connection to the existing footway on the western side of the road. This will provide a route from the site into the town.

#### Cycling

2.7 Department for Transport (DfT) guidance highlights that there is a "substantial potential for substituting driving for cycling" for distances of up to 5 km. A 5km cycling distance from the site is shown in Figure 4.



- 2.8 A review of national cycle routes indicates that there are no cycle routes in the vicinity of the site. However, the surrounding roads provide a shared foot/cycleway on at least one side of the carriageway.
- 2.9 Safe and secure car parking will be provided on the site for both staff and visitors. This will include weather protection and the ability to lock cycles to the parking stands provided. The spaces for employees will be within a separate secure and lockable shelter to provide additional security.
- 2.10 Showers will be provided within each unit for cyclists.

#### **Bus Services**

2.11 A set of bus stops are provided on Phoenix Road, which are associated with the 347 nus service. The 347 bus serves a circular route around Haverhill, which includes the site (opposite the H.I.D Building). The bus route operates twice daily, once at 07:51 and then at 16:10.

## Summary

2.12 A review of accessibility indicates that the site is located in an area that is accessible primarily by car, with limited scope for public transport use. In the vicinity of the site there is a good provision of facilities for pedestrians and cyclists with shared foot/cycleways on Phoenix Road, Iceni Way and Bumpstead Road.



## **3 OBJECTIVES AND TARGETS**

- 3.1 This section sets out the overarching objectives for the FTP, as well as targets for the short and medium term. It includes indicators through which progress towards meeting the targets will be measured. Further information on monitoring and review of the FTP can be found in Section 6.
  - Objectives are the high-level aims of the Travel Plan. They help to give the Travel Plan direction and provide a clear focus.
  - Targets are the measurable goals by which progress will be assessed. The Travel Plan sets out targets which should be reached within the period covered by this FTP. In addition, interim targets have been set.

## **Objectives**

- 3.2 The objectives of this FTP are two-fold. Firstly to increase awareness of sustainable travel modes available to staff and secondly to reduce the dependence of staff on travelling by car to and from the development. Therefore, more specifically, the objectives of this FTP are to:
  - Increase staff awareness of the advantages and availability of sustainable modes of transport over the car;
  - Introduce a package of physical and management measures that will facilitate staff
     travel by sustainable modes; and therefore,
  - Limit unnecessary or unsustainable use of the car for journeys to and from the Site by staff.
- 3.3 The objectives will assist in reducing CO2 emissions produced by staff of the Site and therefore mitigate against the impact of the proposed development. In addition, should staff be encouraged to travel by active modes, such as walking and cycling, this will contribute to a healthier population.

## **Targets**

September 2016

3.4 Travel Plan targets are measurable goals by which progress can be assessed. These targets should be reviewed through a programme of monitoring (outlined in Section 6) to ensure they remain SMART (Specific, Measurable, Achievable Realistic and Timed).



- 3.5 Targets come in two forms Action Targets and Aim Targets:
  - Action Targets are non-quantifiable actions that need to be achieved by a certain time.
  - Aim Targets are quantifiable and in the case of this FTP relate to the degree of modal shift the plan is seeking to achieve.

## **Action Targets**

- 3.6 The Action Targets for this FTP are:
  - To appoint a Travel Plan Coordinator (see Travel Plan Strategy, Section 4)
  - To coordinate baseline travel surveys (see Monitoring and Review, Section 6)

#### **Aim Targets**

- 3.7 Table 3.1 outlines the Aim targets set out for the Site. These are set to measure progress towards the main objectives over five years.
- 3.8 A baseline staff travel survey will subsequently be undertaken upon reaching 75% occupancy. This will form the results of the Year 0 survey, representing all types of journeys to/ from the Site.
- 3.9 This FTP recognises that it is not possible to set out accurate targets for the future, even when based on actual mode share data (i.e. once the baseline survey has been undertaken). Given this, it should be acknowledged that the targets will change over time as results from on-going monitoring become available. Targets will be finalised and written into the Travel Plan once the travel surveys have been completed, the results analysed and discussions have been held with SCC Travel Plan Officers.
- 3.10 Before a baseline travel survey is undertaken it is possible to observe 2011 census data to derive modal shift targets of the prosed development. Whilst this FTP acknowledges that the staff travel survey will provide more accurate data, census data will provide a preliminary indicative overview of the mode share at the site. Paired with the mode share it is possible from the data to observe where the majority of employees will travel to the site from.
  Observing Table 3.1 the location of the potential new employees can be seen.



**Table 3.1 Distance of Employees from Site** 

Distance From Site (km)	Percentage Employees
0-5km	62%
5-10km	9%
10-28km	16%
28km>	13%

- 3.11 From Table 3.1 it is evident that 62% of future employees will come from within a 5km zone making it possible for both walking and cycling mode shares to increase.
- 3.12 Table 3.2 below shows that using the NOMIS census data there will be a high proportion of employees walking to the site.

Table 3.2 - Development Modal Split and Post Travel Plan Implementation Target Split

Mode	Baseline (Year 0)	Staff Target Split		
		Year 1	Year 3	Year 5
Walk	19%	21%	23%	25%
Cycle	3%	5%	7%	9%
Car Share	7%	9%	11%	13%
Total	29%	35%	41%	47%

- 3.13 Observing Table 3.2 as highlighted previously due to the site not being viable for the implementation of either an on-site car club or bus re-route the Travel Plan concentrates on increasing the mode share by walking, cycling and car sharing.
- 3.14 Following the first survey of travel to the site the targets set out in this table will be revised to reflect the actual traffic patterns to the site. This will change the baseline position, but not the intention to increase the use of non-car modes of transport.



## 4 MEASURES AND INITIATIVES

## Introduction

4.1 This section of the FTP outlines the specific physical and management measures to be implemented as part of the Travel Plan. The implementation of these measures, including both 'hard' and 'soft' measures, is considered to be the core of the Plan.

#### Measures

#### **Travel Plan Management and Promotion**

- 4.2 A Travel Plan Coordinator (TPC) will be appointed for each building on the developed plots.
  The developer will assist the TPC's where possible and provide guidance where necessary.
- 4.3 The TPC's will be responsible for overseeing the implementation of the Travel Plan. The TPC's will provide personalised travel planning advice to staff should they require this service, as well as providing a Welcome Pack to all new staff.
- 4.4 This Welcome Pack will contain information regarding:
  - Walking and cycling routes;
  - Journey Planner tools;
  - Car sharing opportunities;
  - Contact details for the TPC's;
  - Brief overview of the Travel Plan.
- 4.5 The TPC's will investigate the possibility of providing incentives within the Welcome Pack such as discount vouchers for local bicycle retailers. The TPC's will be required to liaise with local retailers and SCC regarding these incentives.
- 4.6 In addition to providing travel information in Welcome Packs, the same information will be provided on noticeboards located in prominent locations throughout the Site. The TPC's will be responsible for ensuring these noticeboards remain up-to-date and will replace information which is no longer accurate.



4.7 The TPC will continuously promote the Travel Plan and its initiatives and will be responsible for investigating new ways for staff to become involved. An example could be holding a promotional event where staff can sign up for bicycle training and social bike rides/ walks etc. The TPC's will also publicise the on-going progress and successes of the Travel Plan, in order to encourage staff to start to travel or continue to travel sustainably.

#### Walking

- In association with the proposed development of the site a new 1.8m footway will be constructed on the eastern side of Bumpstead Road between the existing footway south of Helions Bumpstead Road and a suitable crossing point north of Hollands Road prior to the occupation of 50% or 23,000 sq m of the permitted development. This is secured by condition 4 of the planning consent.
- 4.9 This will provide a continuous walking route between the site and the town where none exists at present and will facilitate walking to/from the site.

#### Promotion

- 4.10 The TPC's will be responsible for promoting the benefits of walking to staff of the Site. As well as providing information regarding local walking routes on the notice boards and in Welcome Packs, the TPC's will promote public health campaigns such as Change for Life, which highlight the health benefits associated with active travel. Walking events will also be promoted.
- 4.11 The TPC's will regularly check local walking routes to ensure they are properly maintained, and will liaise with SCC should the need for maintenance be required. They will also assess the provision of way-finding to ensure this is appropriate.

#### Cycling

#### <u>Promotion</u>

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4.12 As described previously, information regarding local cycle routes will be provided on public notice boards throughout the Site and within Welcome Packs provided to staff upon occupation. The TPC's will regularly check local routes to ensure that they are properly maintained, and will liaise with SCC should any issues be identified.



- 4.13 The TPC's will also liaise with Travel Awareness officers at SCC to discuss ideas for awareness raising events and initiatives. Participation in national and local events for specific campaigns will also form a central role in raising awareness of travel options such as National Bike Week.
- 4.14 The TPC's will investigate cycle training for staff, including local training schemes through the Bikeability initiative. The aim is to make cyclists more confident and comfortable cycling on the road, therefore encouraging them to cycle to/ from the Site on a regular basis. The training sessions will either be organised on an individual or group basis, depending on the number and ability of participants and the availability of trainers.
- 4.15 The provision of bicycle maintenance and repair events on-Site will also be investigated.
  These could be provided on a quarterly basis to ensure that staff are consistently able to access these services, therefore encouraging them to cycle on a regular basis.
- 4.16 Provision of covered and secure cycle parking will be provided at each of the units to encourage staff members who live within 5km of the site to cycle to work. These spaces will provide weather protection and the ability for cycles to be locked to the stands. The shelters themselves will also be lockable. Changing and locker areas and showers will also be provided..
- 4.17 Suitable short stay Sheffield bike stands will be provided across the site to allow for visitors that wish to visit the site via bicycle.
- 4.18 As described previously, the TPC's will liaise with local bicycle retailers regarding the potential for providing staff with discounts for cycle equipment. A list of current local retailers is provided below:

Aerocycles:

Maple Park, Haverhill CB9 7BG

Halfords:

Cambridge Road Retail Park, Park Road, Haverhill CB9 7GS

## **Car Sharing**

4.19 Once the development has been occupied, the TPC's will engage with all employees and investigate potential car sharing opportunities. This will be done by collecting postcode data



and matching potential car sharers, based on location. Employees will be contacted by the TPC's regarding any potential opportunities to car share.

#### Potential Onsite Car Club

4.20 A car club company named Car Wheels was consulted regarding the possibility of implementing a car club within the site to cater for all the occupied units. Their response to the proposal was as follows;

'The site is clearly a commercial rather than domestic development. A conventional car club is not likely to work as people have to drive to the site.'

#### Potential Bus Service Improvements and Rerouting

- 4.21 Discussions have been held with the local public transport operators Stagecoach (who operate the existing 13 service) and Stephenson's of Essex/Suffolk (who operate the existing 15 service) regarding the potential rerouting of their services which runs through central Haverhill or the introduction of a new service that would pass through the site. After consultation the companies stated that they would not reroute an existing or implement a new service to run through the site as it a commercial area scheme. This is due to such land uses not generating sufficient passengers.
- 4.22 The TPC's will review the potential for a bus route that serves the site in the future and to discuss this potential with local bus operators as the proposed units are implemented and occupied.

#### Remedial Measures

4.23 If the TP targets are not achieved remedial measures could be enforced to ensure that the targets are met. Such measures could include creating an exclusion zone stopping employees travelling to the site via private car if they live less than 2km away from the site.



## 5 TRAVEL PLAN STRATEGY

## Management

- 5.1 Each occupier will appoint a TPC's for each building who will manage the day to day running of the Travel Plan for its duration. The contact details for the TPC's will be provided to SCC upon their appointment and prior to the occupation of the Site.
- 5.2 The role of the TPC's will be part time and will vary throughout the year in response to campaigns/ sustainable transport events/ monitoring surveys etc. taking place. The TPC's will be allocated enough time to effectively manage and implement the Travel Plan as agreed.

## **Funding**

5.3 The Travel Plan, its accompanying measures and initiatives and the TPC's role will be funded by the occupiers throughout the monitoring period. The occupiers will ensure that the TPC's has sufficient funding to effectively implement the Plan.

## **TPC's Responsibilities**

- 5.4 The TPC's will be responsible for the administration of the Travel Plan, the implementation of measures, and for the on-going monitoring and review of the Travel Plan. They will have overall responsibility for ensuring that said measures are successfully delivered on time and to budget.
- 5.5 The TPC's will report to the management company and other involved stakeholders such as staff associations (if applicable) and SCC regarding the implementation and progression of the Travel Plan.
- 5.6 The duties of the Travel Plan Co-ordinator will therefore include:
  - To provide guidance to, and be the main point of contact for staff within the development site requiring travel information;
  - To communicate information to staff regarding relevant national and local initiatives related to the promotion of sustainable travel;
  - Undertake the Travel Surveys over the five year period and supply evidence of this to SCC;



- Take responsibility for data collection and review of the Travel Plan;
- Design and implement effective marketing and awareness-raising campaigns to promote the Travel Plan;
- Liaise with external organisations, e.g. local authorities;
- Co-ordinate the monitoring programme for the Travel Plan, including target setting (in agreement with SCC) and make necessary changes if the targets are not being met; and
- Establish and maintain a filing system for recording all correspondence relating to the
   Travel Plan.

#### **Transport Management Association**

5.7 The Travel Plan Coordinators for each unit will be responsible for setting up the Transport Management Association (TMA). This will be funded by the occupants which each TPC coordinating the annual travel plan for monitoring in conjunction with each units TP. TMA monitoring will commence after all the units are occupied.

#### Reporting

- The TPC's will prepare a monitoring report on an annual basis on the progress of the Travel Plan. The reports will include the following:
  - Progress on the implementation of measures and initiatives to promote sustainable transport use;
  - Latest survey results (if a survey year); and
  - Any revisions to targets and measures.
- 5.9 The report will be provided to SCC Travel Plan Officers.

## **Marketing Strategy**

- 5.10 An essential element of the strategy identified in this FTP, and one which largely determines its success, is the promotion of the Travel Plan. In order to promote and increase awareness of the Travel Plan, the following measures will be adopted:
  - Display of key Travel Plan information on public notice boards, including posters and/ or leaflets;

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- Arrange Q&A sessions and offer a personalised travel planning service if demand is identified;
- Promote national travel initiatives and organise Site-wide events such as organised cycle rides;
- The TPCs will arrange for the display and distribution of sustainable travel information at the marketing suite for the development and on the marketing website; and
- 5.11 The types of information to be provided include:
  - Local taxi numbers;
  - Walking and cycling routes; and
  - Community guides about facilities and services near to the development;
- 5.12 The travel packs will be distributed to all staff on arrival.



## **6 MONITORING AND REVIEW**

## **Monitoring**

- 6.1 The Travel Plans will be monitored for a period of five years. Questionnaire monitoring surveys will be undertaken at Years 1, 3 and 5, on the first, third and fifth anniversary of the initial baseline questionnaire travel survey.
- 6.2 The monitoring will take place for each unit throughout the first 5 years of occupation of the unit. Where there is an overlap between the monitoring of travel patterns to different units a co-ordinated report will be prepared through the Transport Management Association.
- 6.3 As noted in Section 3, the baseline travel survey will be undertaken when 75% of the employment floorspace is occupied or within six months of the first occupation (whichever is soonest).
- The TPC's are responsible for ensuring a suitable response rate, which will be agreed with SCC upon the finalisation of the Travel Plan from this FTP.
- 6.5 This baseline survey represents the start of the Travel Plan for monitoring purposes and is known as Year 0. Following this, the Year 1 travel survey will be taken on the one year anniversary of the baseline survey.
- 6.6 Information gathered through the monitoring process will be recorded for input to the annual review (outlined below). The information will be made available to SCC.

## Reporting

6.7 The TPC's will compile an annual Review Report outlining the progress of the Travel Plan and its initiatives, as well as an assessment of the survey results (if a survey year) and any updates to the targets and initiatives that may subsequently be required. If targets are not being delivered, then the Travel Plan measures will be adjusted or added to, instead of simply revising down the target. As stated in paragraph 6.2 above, where more than one occupier is preparing a monitoring report for their Travel Plan a co-ordinated approach to reporting will be taken through the Transport Management Association.



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- 6.8 It should be noted that any proposed changes to the Travel Plan, including targets and action plans will be discussed and agreed with the SCC Travel Plan officers.
- 6.9 The report will also incorporate the results of on-going monitoring by the TPC's such as cycle parking observations, the uptake of TPC's travel planning sessions and any comments received from staff, throughout the preceding period. The report will be issued to SCC.



## 7 ACTION PLAN

- 7.1 The Action Plan outlined below in Table 7.1 sets out the measures included within the Travel Plan that are directed at influencing staff travel.
- 7.2 The Action Plan contains all of the measures that will be implemented as part of the Travel Plans for each unit which will run from the occupation of the unit for 5 years.

Table 7.1 - Action Plan

Action Type	Action	Responsibility	Timeframe
Management	Appointment of Travel Plan Coordinators (TPC's)	Site Management Company	Three months prior to occupation
	Implementation of TMA	TPC's of each unit	On-going
	Baseline questionnaire travel survey	TPC's	Undertaken upon 75% occupation or within six months of the first occupation (whichever is soonest).
Travel Plan Document	Target setting	TPC's and SCC Travel Plan Officers	Within 3 months of the completion the baseline survey
Progression	Finalisation of measures to be implemented	TPC's and Planning Authority officers	Within 3 months of the baseline survey.
	Travel Plan document completion	TPC's	Within 3 months of the completion of the baseline survey Revised at Year 3 after full review
AFFER	Monitoring of measures and initiative take-up	TPC's	On-going
	First questionnaire monitoring survey	TPC's	At Year 1
Monitoring,	Review and reporting	TPC's and SCC Travel Plan Officers	Following Year 1 snapshot survey result analysis
Review and Reporting	Second questionnaire monitoring survey	TPC's	At Year 3
	Review and reporting	TPC's and SCC Travel Plan Officers	Following Year 3 monitoring survey results analysis
	Third questionnaire monitoring	TPC's	At Year 5



*	survey		
	Full review and reporting	TPC's and SCC Travel Plan Officers	Following Year 5 monitoring survey results analysis
	Implementation of measures	TPC's with liaison with Management Company	From the start of construction and on-
100 m	Provision of Travel Packs to all staff	TPC's	Upon occupation of each unit
	Communal Notice Boards within site	As part of development and TPC's	Within construction period and information to be reviewed by TPC's at least every 6 months
	Personal Travel Planning Service	TPC's	On-going
Implementation	Cycle Parking located on-site	As part of development and TPC's to monitor maintenance/ uptake	Within construction period and TPC's to monitor uptake to ensure provision is sufficient
	Explore possibility of discounts at cycle retailers	TPC's	On-going (dependent on interest from local staff)
	Promote cycling through awareness campaigns	TPC's	On-going
	Promote walking through awareness campaigns	TPC's	On-going
	Footway provision	As part of development	Trigger point TBC
	Car share investigation	TPC's	On-going

## **FIGURES**

