



## Legal Services

Tewkesbury Borough Council  
Planning Department  
Council Offices  
Gloucester Road  
Tewkesbury  
GL20 5TT

**Gillian Parkinson**  
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Shire Hall  
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email: [lucy.williams@gloucestershire.gov.uk](mailto:lucy.williams@gloucestershire.gov.uk)

Please ask for: Miss Lucy Williams

Phone: (01452) 328727

Our Ref: BLB/LW/60751

Your Ref:

Date:

3<sup>rd</sup> March 2016

Dear Sirs

**Section 106 dated 2<sup>nd</sup> March 2016**  
**Land at Farm Lane, Leckhampton, Cheltenham, Gloucestershire**  
**Developer: Redrow Homes Limited**

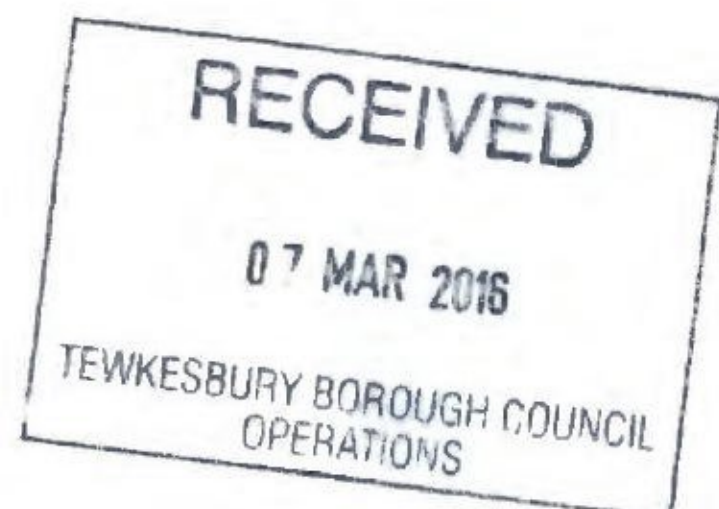
I enclose a certified copy of the above mentioned containing planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.

I would be grateful if you would carry out the appropriate registration as necessary and confirm to me when this has been done.

Thank you for your assistance.

Yours faithfully,

  
for Head of Legal Services



INVESTORS  
IN PEOPLE



DATED

2nd March

2016

**REDROW HOMES LIMITED**

and

**GLOUCESTERSHIRE COUNTY COUNCIL**

**AGREEMENT** pursuant to  
Section 106 of the Town and Country Planning Act 1990 Chapter III of the Education  
Act 1996 the Public Libraries and Museums Act 1964 Section 278 of the Highways  
Act 1980 Section 111 of the Local Government Act 1972 and Section 1 of the  
Localism Act 2011

in respect of Land at Farm Lane, Leckhampton, Cheltenham,  
Gloucestershire  
(Education, Libraries, Highways and Transportation)



(Acting) Head of Legal Services  
Gloucestershire County Council  
Westgate Street  
Gloucester  
GL1 2TG  
PT60751/14\_00838\_FUL

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Head of Legal Services  
Gloucestershire County Council

THIS AGREEMENT is made the *Second* day of *March* 2016

**BETWEEN**

1. **REDROW HOMES LIMITED** Incorporated and registered in England and West with company registration number 01990710 and whose registered office is at Redrow House, St David's Park, Flintshire CH5 3RX ("the **Owner**")

2. **GLOUCESTERSHIRE COUNTY COUNCIL** of Shire Hall in the City of Gloucester GL1 2TG ("the **Council**")

**WHEREAS:**

- (1) The Owner is the Registered Proprietor of the Land with freehold title absolute under title number GR 306546 at the Land Registry subject only to the Charge but otherwise free from incumbrances of the Land
- (2) The Owner proposes to carry out the Development on the Land
- (3) The Council is
  - (a) a Local Planning Authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of Section 106 of the Act; and
  - (b) the Highway Authority for Gloucestershire (other than special and trunk roads); and
  - (c) the Children and Families Authority and the Library Authority for Gloucestershire
  - (d) of the opinion that the Contributions are necessary to address the consequences of the Development; and
  - (e) satisfied that entry into this Agreement is of benefit to the public

NOW THIS DEED WITNESSETH as follows:

**DEFINITIONS AND INTERPRETATION**

1.(a) It is hereby agreed by the parties that in this Agreement the following expressions shall have the following meanings:

'the Act'	means the Town and Country Planning Act 1990 and any amendment thereof
'the Application'	means an application made to Tewkesbury Borough Council and registered under number 14/00838/FUL for residential development comprising 377 dwellings, including access and associated infrastructure
'the Bond'	means a bond in the form set out in the First Schedule hereto and marked 'Bond'
'the Bondsman'	means a company or person that achieves a Financial Strength Indicator of 5A together with a Risk Indicator of 1 and a minimum risk of failure when a check is carried out with Dun and Bradstreet or alternatively has been approved by the (Acting) Head of Legal Services (acting reasonably)
'the Bond Sum'	means the sum of Two Million Six Hundred and Seventy Six Thousand Two Hundred and Twenty Three Pounds (£2,676,223.00)
'Cheltenham Bus Service Diversion Contribution'	means the sum of Two Hundred and Ninety Five Thousand Five Hundred and Sixty Eight pounds (£295,568.00) to be used in accordance with clause 4(f) hereof
'Commencement Date'	means the date which any material operation as defined in Section 56(4) of the Act, comprised in the Development shall commence to be carried out 'Commencement' and 'Commenced' shall be construed accordingly; the following shall not be deemed to constitute Commencement: <ul style="list-style-type: none"><li>• Any construction of access and service roads and service diversions or service infrastructure;</li><li>• Site surveys and investigations including</li></ul>

	<p>archaeological investigations;</p> <ul style="list-style-type: none"> <li>• Site clearance (including tree and hedgerow works);</li> <li>• Assessments of ground conditions and contamination (including excavation) and remedial action in respect of any contamination;</li> <li>• The erection of temporary hoardings and fencing or other means of enclosure for site security; and</li> <li>• Earth moving works that take place for the sole purpose of achieving the correct ground levels across the Development</li> </ul>
'the Contributions'	<p>means the:</p> <ul style="list-style-type: none"> <li>• Pre-school Contribution;</li> <li>• Primary Education Contribution;</li> <li>• Secondary Education Contribution;</li> <li>• Library Contribution;</li> <li>• Local Sustainable Transport Strategy – South West Cheltenham Contribution;</li> <li>• Cheltenham Bus Service Diversion Contribution;</li> <li>• RTPI Enhancement Contribution and</li> <li>• Travel Plan Contribution</li> </ul>
'the Development'	means development of the Land in accordance with (or largely in accordance with) the Permission
'Dwelling'	means a dwelling built as part of the Development (reference to a numbered dwelling such as 100 <sup>th</sup> or 200 <sup>th</sup> shall have the ordinary meaning thereof and shall be construed accordingly)
'Dwelling (Qualified)'	means a house without age or health occupancy restrictions and with two or more bedrooms
'the Education Contributions'	<p>means the:</p> <ul style="list-style-type: none"> <li>• Pre-School Years Contribution;</li> <li>• Primary Education Contribution and</li> <li>• the Secondary Education Contribution</li> </ul>
'the Farm Lane Turning Head'	means the land shown indicatively edged in red on the plan inserted into the dedication agreement in the First Schedule



'the Farm Lane Turning Head Dedication Agreement'	means an agreement between the Owner and the Council in the form set out in the Second Schedule to be provided in accordance with Clause 20 hereof
'First Occupied'	means the date when a Dwelling becomes liable for Council Tax any replacement thereof and 'First Occupation' shall be construed accordingly
'the Index (Ed)'	means the cost multiplier issued by the Department for Education (DfE) or by any other Department Ministry or other body upon which the duties in connection with that index devolves being the cost per pupil for the construction of accommodation to provide additional pupil places and supplemented by the Building Cost Information Service Public Sector Tender Price Index issued by the Royal Institution of Chartered Surveyors in the years when the DfE Multiplier is not published using a base year of 2014/15
'the Index (H'ways)'	means the Road Construction Tender Price Index (1995 = 100) Road Type Factors - New Construction Location Factors - South West (issued by Department for Business Innovation and Skills or other body upon which the duties in connection with that index devolves))
'the Index (Trans)'	means the Prices Index (Motoring) issued by the Office for National Statistics or by any other Department Ministry or other body upon which the duties in connection with that index devolves
'Indexation'	means application of the relevant index or RPI to the respective contribution in relation to clause 5
'the Land'	means the land situate at Farm Lane, Leckhampton, Cheltenham, Gloucestershire and shown for the purposes of identification only edged red on the Plan
'Late Payment Interest'	means a rate calculated on a daily basis and compounded quarterly from the due date until payment at five per cent (5%) per annum over HSBC Bank plc base rate from time to time in force

'the Libraries Contribution'	means the sum of Seven Three Thousand Six Hundred and Ninety Six pounds (£73,696.00) to be used towards improving local library provisions in Up Hatherley in accordance with clause 4(d) hereof
'Notice of Commencement'	means written notification from the Owner to the Proper Officer of the Commencement Date in accordance with the provisions of the agreement
'the Permission'	means planning consent granted pursuant to the Application
'the Plan'	means the plan annexed hereto
'the Pre-school Contribution'	means the sum of Two Hundred and Seventy Thousand and eighty five pounds (£270,085.00) to be used towards Dursley Church of England Primary School in accordance with clause 4(a) hereof
'the Primary Education Contribution'	<p>means the sum of Nine Hundred and Sixty Four Thousand Five Hundred and ninety pounds (£964,590.00) to be used towards either:</p> <ul style="list-style-type: none"> <li>• the expansion of the existing primary school at Shurdington Church of England Primary School; or</li> <li>• the construction of a new primary school in the locality of the Development</li> </ul> <p>in accordance with clause 4(b) hereof</p>
Proper Officer	<p>means:</p> <ul style="list-style-type: none"> <li>• the Commissioning Director: Children and Families or such other Chief Officer as shall from time to time be responsible for the Children and Families function of the Council</li> <li>• the Commissioning Director: Communities and Infrastructure or such other Chief Officer as shall from time to time be responsible for the highways and infrastructure function of the Council</li> </ul> <p>and the 'Relevant Proper Officer' shall be construed accordingly</p>

  
*Alaska*  
*J. Bronte*



RECEIVED

07 MAR 2016

TEWKESBURY BOROUGH COUNCIL  
OPERATIONS

Project Name	Farm Lane
Location	Letchampton
Drawing Title	Location Plan
Drawing Number	RHSW.5350.02.LP001
Scale	1:1250
Drawn By	DK
Checked By	June 14

  
**REDROW HOMES**  
 Redrow Homes SW  
 The Redrow Group, Letchampton, Gloucestershire, GL53 7JG  
 Tel: 01452 822000 Fax: 01452 822001  
 www.redrow.co.uk

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'Repayment Interest'	means interest repaid at the London Interbank seven day rate (as compiled by the British Bankers Association) then subsisting calculated annually at the end of each financial year to ascertain the simple average interest rate for that year and then compounded annually from the date of payment until the date of repayment (net of tax if such deduction is required by the guidance in respect thereof issued by Her Majesty's Government at the date of such refund)
'the RPI'	means the Retail Prices Index issued by the Office for National Statistics or by any other Department Ministry or other body upon which the duties in connection with that index devolves
'the RTPI Enhancement Contribution'	means the sum of Thirty Two Thousand Nine Hundred and Eighteen Pounds and Ninety Eight Pounds (£32,918.98) to be used in accordance with clause 4(g) hereof
'S106 Monitoring Officer'	means that officer of the Council appointed from time to time with the role of monitoring the compliance of the Owner or other Persons with the provisions of this Agreement
'the Secondary Education Contribution'	means the sum of Eight Hundred and Eighty Two Thousand Six hundred and eighty four pounds (£882,684) to be used in accordance with clause 4(c) hereof
'the South West Cheltenham Sustainable Transport Strategy Contribution'	means the sum of One Hundred and Twenty Four Thousand Six Hundred pounds (£124,600.00) to be used in accordance with clause 4(e) hereof
'the Transportation Contributions'	means the: <ul style="list-style-type: none"> <li>• the South West Cheltenham Sustainable Transport Strategy Contribution</li> <li>• Cheltenham Bus Service Diversion Contribution;</li> <li>• RTPI Enhancement Contribution; and</li> <li>• Travel Plan Contribution</li> </ul>
'the Travel Plan'	means a plan to deliver a modal shift away from the private car in favour of public transport and other means of travel including cycling and walking and is in the form annexed to this Agreement (such document shall include all variations or amendments to the same)

'the Travel Plan Contribution'	means the sum of Eighty Four Thousand pounds (£84,000.00) which shall be used towards:  a) the implementation of the Travel Plan; and b) the employment of a person or organisation (at the discretion of the Proper Officer) to co-ordinate the Travel Plan
'VAT'	means the tax referred to in the Value Added Tax Act 1994 or any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time

- (b) The Development shall be deemed to be commenced on the Commencement Date
- (c) Where the context so admits
  - (i) words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa (and where there is more than one covenantor all obligations of such covenantors shall be joint and several)
  - (ii) where reference is made to a statutory provision this includes all prior and subsequent enactments amendments and modifications relating to that provision and any sub-ordinate legislation made under it
- (d) The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns and in the case of the Council the successors to their respective statutory functions
- (e) All headings in this Agreement are for ease of reference only and are not part of the Agreement nor are they intended to be used as a guide to its interpretation

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Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable

**STATUTORY PROVISIONS**

2. The Owner and the Council hereby agree that
- (a) the obligations on the part of the Owner hereinafter contained are planning obligations imposed pursuant to the provisions of Section 106 of the Act which are enforceable by the Council and
- (b) inter alia this is an Agreement pursuant to Chapter III of the Education Act 1996 the Public Libraries and Museums Act 1964 Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011

**THE CONTRIBUTIONS**

3. The Owner hereby agrees and covenants with the Council that it will pay the Contributions to the Council as set out below:

Type of Contribution	Lump Sum or Instalments	Trigger
a) Pre-School Contribution	Three (3) equal instalments	<ul style="list-style-type: none"> <li>• Within six (6) months of Commencement;</li> <li>• Within twelve (12) months of Commencement;</li> <li>• Within eighteen (18) months of Commencement</li> </ul>

b) <b>Primary Education Contribution</b>	Three (3) equal instalments	<ul style="list-style-type: none"> <li>• Within six (6) months of Commencement;</li> <li>• Within twelve (12) months of Commencement;</li> <li>• Within eighteen (18) months of Commencement</li> </ul>
c) <b>Secondary Education Contribution</b>	Three (3) equal instalments	<ul style="list-style-type: none"> <li>• Within six (6) months of Commencement;</li> <li>• Within twelve (12) months of Commencement;</li> <li>• Within eighteen (18) months of Commencement</li> </ul>
d) <b>Libraries Contribution</b>	Three (3) equal instalments	<ul style="list-style-type: none"> <li>• Within six (6) months of Commencement;</li> <li>• Within twelve (12) months of Commencement;</li> <li>• Within eighteen (18) months of Commencement</li> </ul>
e) <b>the South West Cheltenham Sustainable Transport Strategy Contribution</b>	Lump sum	On or before First Occupation of the 100 <sup>th</sup> Dwelling
f) <b>Cheltenham Bus Service Diversion Contribution</b>	Four (4) instalments	<p>Three (3) instalments of Eighty Thousand Pounds (£80,00.00) on or before:</p> <ul style="list-style-type: none"> <li>• First Occupation of the 100<sup>th</sup> Dwelling;</li> <li>• the first anniversary of the First Occupation of the 100<sup>th</sup> Dwelling;</li> </ul>

		<ul style="list-style-type: none"> <li>the second anniversary of the First Occupation of the 100<sup>th</sup> Dwelling;</li> </ul> <p>The fourth (4<sup>th</sup>) instalment of Fifty Five Thousand Five Hundred and Sixty Eight Pounds (£55,568.00) on the third anniversary of the First Occupation of the 100<sup>th</sup> Dwelling</p>
g) RTPI Enhancement Contribution	Lump sum	On or before the First Occupation of the 100 <sup>th</sup> Dwelling
h) Travel Plan Contribution	Lump sum	On completion of this Agreement

**APPLICATION REVIEW AND REPAYMENT OF THE CONTRIBUTIONS**

4. The Council hereby agrees and covenants with the Owner that the:
- (a) **Pre-School Contribution** (together with any Indexation payment in accordance with Clause 5 hereof and any Late Payment Interest payable in accordance with Clause 6 hereof) shall be used towards:

Application	Repayment Trigger (subject to clause 4(i) below)
Capital works to extend remodel upgrade and improve capacity and suitability of Dursley Church of England Primary School to allow for an additional 23.1 places to be provided	Ten (10) years from the Commencement Date

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(b) **Primary Education Contribution** (together with any Indexation payment in accordance with Clause 5 hereof and any Late Payment Interest payable in accordance with Clause 6 hereof) shall be used towards:-

Application	Repayment Trigger (subject to clause 4(i) below)
Capital works to extend remodel upgrade and improve capacity and suitability of Shurdington Church of England Primary School Church of England Primary School or to construct a new primary school in the locality of the Development to allow for an additional 82.5 places to be provided	Ten (10) years from Commencement Date

(c) **Secondary Education Contribution** (together with any Indexation payment in accordance with Clause 5 hereof and any Late Payment Interest payable in accordance with Clause 6 hereof) shall be used towards:-

Application	Repayment Trigger (subject to clause 4(i) below)
Capital works to extend remodel upgrade and improve capacity and suitability of <ul style="list-style-type: none"> <li>• Bourneside Secondary School;</li> <li>• Balcarras Secondary School and/or</li> <li>• Chosen Hill Secondary School</li> </ul>	Ten (10) years from the Commencement Date

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in the locality of the Development to allow for an additional 49.5 places to be provided	
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- (d) **Library Contribution** (together with any Indexation payment in accordance with Clause 5 hereof and any Late Payment Interest payable in accordance with Clause 6 hereof) shall be used towards:-

Application	Repayment Trigger
	(subject to clause 4(i) below)
Any of the following: <ul style="list-style-type: none"> <li>• Capital works;</li> <li>• extending opening hours;</li> <li>• increasing stock;</li> <li>• computer resources;</li> <li>• new furniture</li> </ul>	Ten (10) years from the Commencement Date

- (e) **Local Sustainable Transport Strategy – South West Cheltenham Contribution** (together with any Indexation payment in accordance with Clause 5 hereof and any Late Payment Interest payable in accordance with Clause 6 hereof) shall be used towards:-

Application	Repayment Trigger
A strategy to target modal shift on peak hour workplace/employment trips towards businesses in Cheltenham to include walking and cycling routes from the Development to	Fifteen (15) years from the Commencement Date

local employment hubs by improving links and marketing the healthy benefits of active travel	
--	--

- (f) **Cheltenham Bus Service Diversion Contribution** (together with any Indexation payment in accordance with Clause 5 hereof and any Late Payment Interest payable in accordance with Clause 6 hereof) shall be used towards:

Application	Repayment Trigger
<p>the diversion of the existing bus service or services serving:</p> <ul style="list-style-type: none"> <li>• Leckhampton and Warden Hill areas of Cheltenham</li> <li>• Cheltenham Spa railway station, and</li> <li>• The centre of Cheltenham</li> </ul> <p>in order to provide links to the employment destinations and other transport hubs</p>	Fifteen (15) years from the Commencement Date

- (g) **RTPI Enhancement Contribution** (together with any Indexation payment in accordance with Clause 5 hereof and any Late Payment Interest payable in accordance with Clause 6 hereof) shall be used towards:

Application	Repayment Trigger
the provision of real time passenger information enhancements along the A46 corridor	Fifteen (15) years from the Commencement Date

- (h) **Travel Plan Contribution** (together with any Indexation payment in accordance with Clause 5 hereof and any Late Payment Interest payable in accordance with Clause 6 hereof) shall be used towards:

Application	Repayment Trigger
The implementation of the Travel Plan and the employment of a person or organisation at the discretion of the Proper Officer) to co-ordinate the Travel Plan	Fifteen (15) years from the Commencement Date

- (i) immediately prior to the payments in accordance with sub-clauses (a) to (d) above a review shall be carried out and in the event that the final number of:

- (i) Dwellings (Qualified) built pursuant to the Permission varies from the currently proposed 330 Dwellings (Qualified) the Education Contributions shall be reviewed per Dwelling (Qualified) at a rate of:

(aa) Eight Hundred and Eighteen Pounds (**£818.00**) in terms of the Pre-school Education Contribution;

(bb) Two Thousand Nine Hundred and Twenty Three Pounds (**£2,923.00**) in terms of the Primary Education Contribution; and

(cc) Two Thousand Six Hundred and Seventy Five Pounds (**£2,675.00**) in terms of the Secondary Education Contribution

- (ii) Dwellings built pursuant to the Permission varies from the currently proposed 376 Dwellings the Libraries Contribution shall be reviewed

at a rate of One Hundred and Ninety Six Pounds (£196.00) per Dwelling

with any amount underpaid in respect of either (i) or (ii) above being paid to the Council or if overpaid being reimbursed by the Council (as applicable) within twenty eight (28) days of completion of the review

- (j) in the event that all or part of the:
- (aa) Education Contributions and the Library Contribution are unspent or uncommitted ten (10) years from the Commencement Date; and/or
  - (bb) Transportation Contributions are unspent or uncommitted as at fifteen (15) years from the Commencement Date in excess of the Five Thousand Pounds (£5,000.00) being the element of the Travel Plan Contribution that is non-refundable;

the Council shall return to the party by whom the payment to the Council was made any such unexpended or uncommitted sum together with Repayment Interest on the amount repaid

- (k) In the event that planning permission is granted for the development of the whole or part of the land at Leckhampton, Shurdington Road, Cheltenham, Gloucestershire (being the land the subject of current planning application reference 13/01605/OUT) within the period of 5 years from the date of this Agreement then:
- (aa) (where the RTPI Enhancement Contribution has not yet been paid to the Council under the terms of this Agreement) the RTPI

Enhancement Contribution shall be reduced to the sum of Eighteen Thousand Six hundred and Eighty Eight pounds (£18,688.00); and

(bb) (where the RTPI Enhancement Contribution has been paid to the Council) then the Council shall return to the party by whom the payment to the Council was made the sum of Fourteen Thousand Two Hundred and Thirty Pounds and Ninety Eight pence (£14,230.98) together with Repayment Interest on such amount

#### INDEXATION

5. There shall be added to the respective payments pursuant to Clause 3 and the sums in clause 4(g) a sum calculated by reference to any percentage increase in the corresponding index set out below between the publication immediately before the date hereof (save for the Education Contributions which will be between the base year of 2014/15) and the date upon which the payments are actually paid to the Council as follows:

- (a) Index(Ed) shall be applied to the Pre-School Contribution the Primary Education and the Secondary Education Contribution;
- (b) RPI shall be applied to the Library Contribution;
- (c) Index (Hways) shall be applied to the Local Sustainable Transport Strategy – South West Cheltenham Contribution; and
- (d) Index (Trans) shall be applied to the Cheltenham Bus Service Diversion Contribution and the RTPI Enhancement Contribution

**LATE PAYMENT INTEREST**

6. If any sum payable under the terms of this agreement is not paid at the time specified herein the Owner shall pay to the Council Late Payment Interest on such sum at the Late Payment Interest rate

**FIXED BOND (PRIOR TO COMMENCEMENT)**

7. The Owner hereby covenants and agrees with the Council that the Owner shall:

(a) not cause or permit the Commencement of Development to occur until they have procured that the Bondsman has entered into the Bond for the Bond Sum; and

(b) (notwithstanding paragraph sub-clause (a) of this Clause) procure that the Bondsman enters into the Bond for the Bond Sum prior to Commencement of Development

unless otherwise agreed in writing by the Council

**PAYMENTS ON COMPLETION:**

8. The Owner hereby agrees with the Council that it will upon the execution hereof pay the Council's:

(a) legal charges in the sum of five thousand one hundred and twenty five pounds and forty pence (£5,125.40); and

(b) technical charges (Ed) in the sum of four hundred and eighty pounds (£480.00); and

(c) technical charges (H'ways) in the sum of three hundred and thirty thousand pounds (£330.00); and

(d) the Travel Plan Contribution

#### NOTICES

9. Any notice to:

(a) the Owner under this Agreement shall be in writing signed by the (Acting) Head of Legal Services for the time being of the Council unless otherwise herein provided and shall be deemed to be sufficiently served if sent to it by registered or recorded delivery post in the case of the Owner at its registered office and in the case of the Owner at the address stated at the beginning of this Agreement; and

(b) the Council under this Agreement shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the Council addressed to the (Acting) Head of Legal Services Gloucestershire County Council Shire Hall Westgate Street Gloucester GL1 2TG

#### NOTICE OF COMMENCEMENT

10. The Owner hereby agrees and covenants with the Council that :

(a) it will write to the S106 Monitoring Officer no less than twenty eight (28) days before the Owner expects commencement of the Development to occur notifying the Council of the expected Commencement Date;



- (b) within seven (7) days of the actual Commencement Date the Owner will serve on the S106 Monitoring Officer the Notice of Commencement
- (c) the S106 Monitoring Officer is at liberty to elect a date (acting reasonably and properly) which it considers to be the Commencement Date in default of the Owner's compliance with sub-clause 10(a) and 10(b) above for the purposes of Clauses 5 (Indexation) and 6 (Late Payment)

**NON-WAIVER**

11. It is hereby agreed by the parties hereto that failure by the Council or the Proper Officer at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner of any of the conditions covenants agreements or obligations of this Agreement or any failure or delay by the Council or the Proper Officer to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement agreed between the Owner and the Council which does not affect the liability of the Bondsman shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendments or amendments agreed

**GENERAL**

12. The parties hereby agree that
- (a) this Agreement constitutes the entire agreement between the parties in respect of the Permission and
  - (b) this Agreement supersedes and replaces all previous negotiations whether oral or written and
  - (c) none of the parties has relied on any express or implied statement warranty representation or undertaking given by or on behalf of another and no collateral agreement exists between the parties and
  - (d) nothing herein contained excludes the liability of any of the parties in relation to fraud

**CONSENT TO REGISTRATION AND SDLT**

13. The Owner hereby consents to the registration of this Deed as a Local Land Charge and a Notice on Title Number GR 306546

14. Entry into this Deed does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required and thus the Council hereby certifies that a Land Transaction Return is not applicable in accordance with Section 79(3) of the Finance Act 2003

**CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

15. It is not intended that any third party shall have a right to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 even if

the terms are expressed to be for their benefit and nor shall any such third party have a right of veto over any future variations of this Agreement

**EFFECT OF INVALIDITY ILLEGALITY OR ENFORCEABILITY**

16. 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 and any provisions of this Agreement that are found (for whatever reason) to be invalid illegal or contrary to any regulation or statutory requirement shall immediately cease to have effect but without affecting the validity or enforceability of the remaining provision of this Agreement is so far as the finding is not successfully overturned upon challenge

**WARRANTY**

17. The Owner hereby warrants to the Council that save for the Legal Charge they have not leased mortgaged charged or otherwise created any interest in the Land at the date of this Agreement

**JURISDICTION**

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

**FARM LANE TURNING HEAD DEDICATION (IF CALLED UPON)**

19. Within twenty eight days of a written request by the Council of the Owner (which written request must be made within 15 years from the date of this agreement) the Owner covenants (at no cost to the Council) to provide title to the Farm Lane Turning Head and enter into the Farm Lane Turning Head Dedication Agreement (in the form set out in the second schedule) within fifty six (56) days of being required in writing to do so and (within 65 years of the date of the Farm Lane Turning Head Dedication Agreement) to transfer its Title Absolute to the Council (also free of charge) for an estate in fee simple absolute in possession free of incumbrances to the Council if called upon to do so

## THE FIRST SCHEDULE

(Form of Bond)

**THIS AGREEMENT** is made the                      day of                      201

**BETWEEN**

1.    (Co Registration Number                      ) whose

registered office is at    ("the Bondsman")

2.        **GLOUCESTERSHIRE COUNTY COUNCIL** of Shire Hall in the City of Gloucester

GL1 2TG ("the Council")

**WHEREAS**

1.        By an Agreement ("the Main Agreement") dated                      201

made between Redrow Homes Limited (1) and the Council (2) the Owner gave certain undertakings to the Council in respect of development of land at farm Lane, Leckhampton, Cheltenham, Gloucestershire

2.        By the Main Agreement the Owner undertook to procure delivery to the Council of a Bond as set out in the Schedule thereto

3.        The Bondsman having been approved by the Council in accordance with Clause 7 of the Main Agreement is prepared to undertake with the Council as hereinafter mentioned

**NOW THIS DEED WITNESSETH** as follows:-

1.        The Bondsman hereby covenants with the Council that in the event that the terms conditions and obligations contained in the Main Agreement are not carried out (such failure being sufficiently proved for the purposes of this Clause upon the issue of a Certificate of Default by the (Acting) Head of Legal Services for the time being of the Council to that effect) it will on demand pay to the Council any sum of

money as may be unpaid in accordance with the Main Agreement or any part thereof and discharge any other liability on the part of the Owner thereunder

2. The Council hereby agrees with the Bondsman that:

(a) the total sum payable by the Bondsman shall not exceed the sum of [ ] Pounds (£ ) ("the Bond Sum")

(b) the Council hereby agrees with the Bondsman that upon discharge of each payment (together with any indexation and interest payable) identified in the Main Agreement and confirmation from the Commissioning Director: Communities and Infrastructure or such other Chief Officer as shall from time to time be responsible for highways and infrastructure functions of the Council and the Commissioning Director: Children and Families or such other Chief Officer as shall from time to time be responsible for the Children and Families function of the Council ( the "Relevant Proper Officer") so to do the Council will (as soon as practicable thereafter) notify the Bondsman of such reduction

(c) in the event of the sum payable under the terms of this clause 1 of this Deed being reduced in accordance with sub-clause (b) of this clause then for the purposes of this sub-clause from the date of such notification the reduced sum specified shall be substituted for the Bond Sum and the date of notification shall be substituted for the date specified in sub clause (a) of this clause

3. Any demand shall be accepted by the Bondsman as conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the Council for the purpose of this Agreement

4. If any event shall happen whereby it becomes impossible or impracticable to implement the provisions for calculating the amount payable hereinbefore

contained then and in any such case such dispute difference or question as the case may be as to the amount payable shall be referred for determination by a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force

5. Any notice to the Bondsman under this Agreement shall be in writing and shall be deemed to be sufficiently served if sent to it by registered or recorded delivery post to its registered office and any notice to the Council under this Agreement shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the Council addressed to the Commissioning Director: Communities & Infrastructure Gloucestershire County Council Shire Hall Gloucester and the Commissioning Director: Children and Families Gloucestershire County Council Shire Hall Gloucester

6. It is hereby agreed by the parties hereto that failure by the Council or the Relevant Proper Officer at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner of the relevant conditions covenants agreements or obligations of the Main Agreement or any failure or delay by the Council or the Relevant Proper Officer to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of the Main Agreement agreed between the Owner and the Council which does not affect the liability of the Bondsman shall not vitiate the remainder of this Agreement which shall remain in full force and effect subject to such amendments or amendments agreed

7. Defined terms set out in the Main Agreement and used herein shall have the meanings set out in the Main Agreement

8. This agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts

**IN WITNESS** whereof the parties hereto have caused this Deed to be executed the day and year first before written

**THE COMMON SEAL of**

was hereunto affixed

in the presence of:-

Director

Secretary

**THE COMMON SEAL of**

**GLOUCESTERSHIRE COUNTY COUNCIL**

was hereunto affixed

in the presence of:-

(Acting) Head of Legal Services

\_\_\_\_\_  
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of Legal Services  
Gloucestershire County Council



DATED \_\_\_\_\_ 201

and

GLOUCESTERSHIRE COUNTY COUNCIL

---

**BOND**

in respect of Land at Farm Lane, Leckhampton,  
Cheltenham, Gloucestershire

---

PT 60751A/14\_00838\_FUL

**THE SECOND SCHEDULE**  
**(Farm Lane Dedication Agreement)**

DATED

201

and

GLOUCESTERSHIRE COUNTY COUNCIL

**DEDICATION AGREEMENT**

in respect of Land at



(Acting) Head of Legal Services  
Gloucestershire County Council  
Shire Hall  
Westgate Street  
Gloucester  
GL1 2TG

PT60751A /

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Head of Legal Services  
Gloucestershire County Council

THIS AGREEMENT is made the

day of

201

**BETWEEN**

1. (Co. Regn. No. ) whose registered office  
is situate at and whose address for service is  
at ("the Owner")

2. **GLOUCESTERSHIRE COUNTY COUNCIL** of Shire Hall in the City of Gloucester  
("the Council")

**WHEREAS:**

- (1) The Owner is the Registered Proprietor of the Land with freehold Title Absolute under Title Number GR at H.M. Land Registry of (inter alia) the land shown edged red on the plan (drawing number ) annexed hereto ("the Plan")("the Red Land") subject only to such incumbrances as appear on office copy entries in respect of the title dated
- (2) Under the terms of an Agreement under the provisions of Section 106 of the Town and Country Planning Act 1990 as amended made between Redrow Homes Limited (1) and the Council (2) the Owner has agreed with the Council to dedicate the Red Land as public highway in the manner hereinafter appearing

**NOW THIS DEED WITNESSETH** as follows:

1. The Owner hereby:
  - (a) dedicates the Red Land to the public to the intent that the same shall become highway maintainable at the public expense

(b) agrees with the Council that if and when called upon so to do by the Council within a period of eighty years from the date hereof it will prove title to the Red Land and transfer its Title Absolute to the Council for the sum of One Pound (£1.00) (if demanded) for an estate in fee simple free from incumbrances other than those referred to in Recital (1)

2. The Owner hereby indemnifies the Council against any loss suffered by the Council as a result of the exercise of any third party rights (except such rights as may be pursuant to statute) in the Pink Land which shall have been granted or reserved prior to the date hereof

3. The Owner hereby consents to the registration of this Deed as an Unilateral Notice on that part of title number GR[ ] as comprises the Red Land

4. Entry into this Deed does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required and thus the Council hereby certifies that a Land Transaction Return is not applicable in accordance with Section 79(3) of the Finance Act 2003

5. The Owner and the Council warrant and undertake to each other that neither their nor any of their officers or employees has done or permitted to be done or will do or will permit to be done anything:

(a) which is in breach or is likely to have been in breach of any anticorruption laws (here meaning the United Kingdom Bribery Act 2010 (or any re-enactment or modification of such act) and any law or anticorruption or anti-bribery laws and regulations now or from time to time enforced in any jurisdiction which may be applicable to the respective parties to or the terms

or implementation of this Agreement or any agreement entered into pursuant to it); or

- (b) is likely to result in the Owner being in breach of Anti-corruption laws
- (5) The Owner hereby agrees to the Council reasonable costs in putting this Agreement in place

**IN WITNESS** whereof the parties hereto have caused this Deed to be executed the day and year first before written

**THE COMMON SEAL of**

was hereunto affixed  
in the presence of:-



Director  
Secretary

**THE COMMON SEAL of  
GLOUCESTERSHIRE COUNTY COUNCIL**  
was hereunto affixed  
in the presence of:-

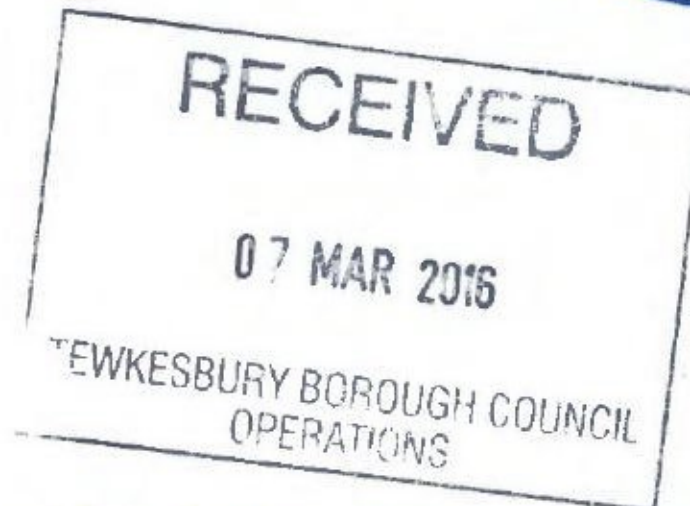


(Acting) Head of Legal Services

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Gloucestershire County Council

## APPENDIX 1- TRAVEL PLAN

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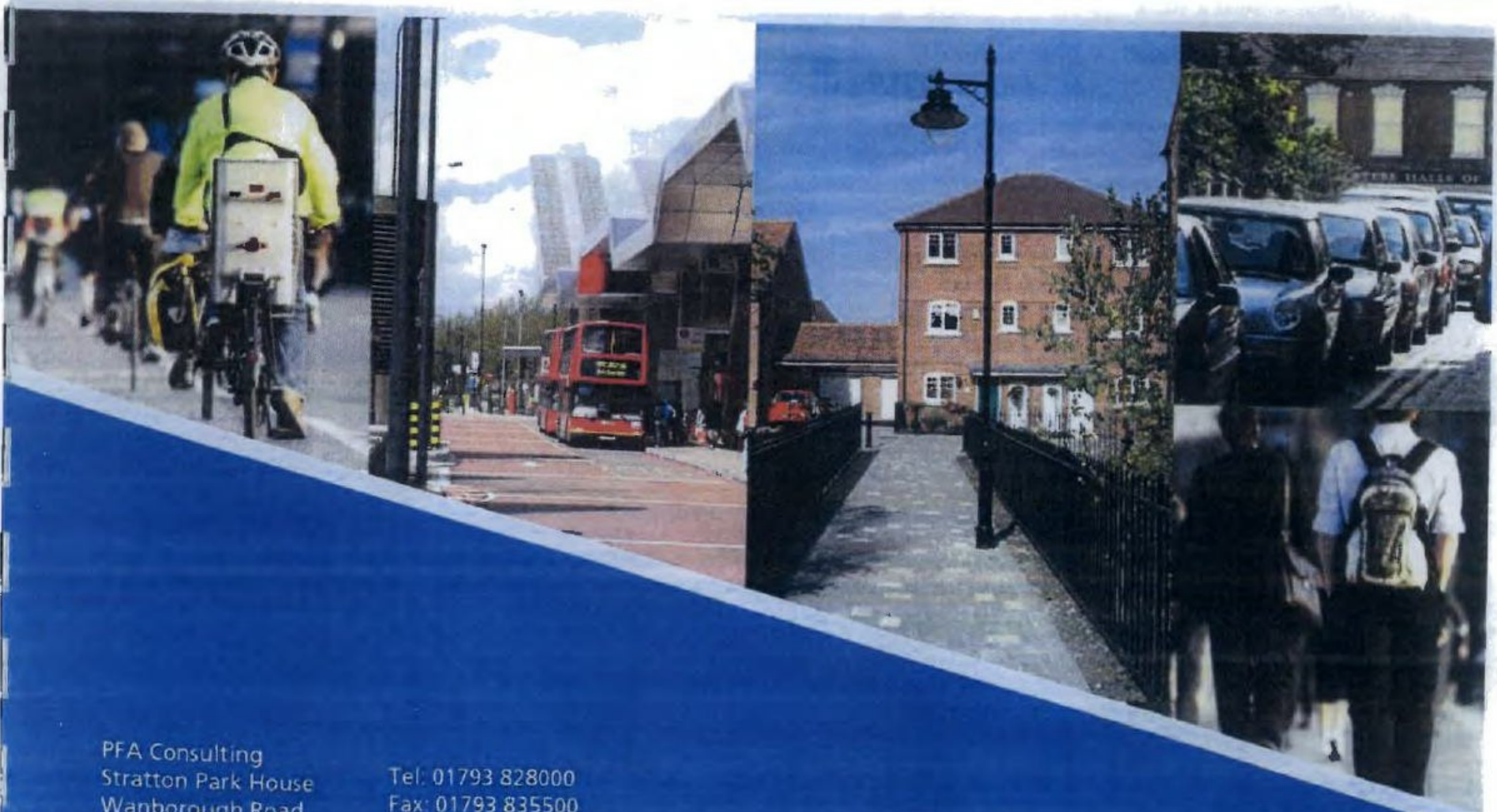


## LAND WEST OF FARM LANE, LECKHAMPTON

### RESIDENTIAL TRAVEL PLAN

### REDROW HOMES SOUTH WEST

DECEMBER 2014



PFA Consulting  
Stratton Park House  
Wanborough Road  
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SN3 4HG

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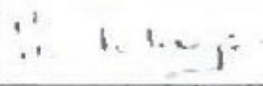
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Checked By	J Alexander	08.08.2014	J.A

Issue	Date	Comments	Approved
2	03.12.2014	Revisions following GCC comments	 P Finlayson

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**FIGURES**

Figure 1	Site Location Plan
Figure 2	Site Boundary and Local Highway Network
Figure 5	Existing Bus Routes Plan
Figure 6	Cheltenham Spa Rail Network Map
Figure 7	Public Rights of Way in the Vicinity of the Site
Figure 8	National Cycle Route 41
Figure 11	Local Facilities Plan
Figure 12	Land Use Context Plan
Figure 13	2km Walking Catchment Area Plan

**APPENDICES**

Appendix A	Planning Layout
Appendix B	Extract from Gloucestershire County Council's Public Rights of Way Map
Appendix C	Cheltenham Cycle Map

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Legal Services



## 1. INTRODUCTION

- 1.1. This Residential Travel Plan has been prepared by PFA Consulting on behalf of Redrow Homes South West in support of a planning application for residential development on land west of Farm Lane, Leckhampton in Gloucestershire.
- 1.2. The development proposal is for 376 dwellings with public open space and supporting infrastructure.
- 1.3. The general location of the application site is shown in **Figure 1** (reproduced from the Transport Assessment) with the site boundary and local highway network shown in **Figure 2** (reproduced from the Transport Assessment). The overall site comprises around 15.4 hectares and lies entirely within Tewkesbury Borough.
- 1.4. The application site is bound to the east by Farm Lane and to the south by Leckhampton Lane. The residential area of Brizen Lane is situated to the north with open countryside to the west which is designated Green Belt. The application site itself predominantly comprises agricultural land, interspersed with trees and hedgerows.
- 1.5. A copy of the planning layout is reproduced at a reduced scale at **Appendix A**. The proposed development is to be accessed from both Farm Lane and Leckhampton Lane.
- 1.6. The application site comprises part of the land allocated for strategic development 'South Cheltenham – Leckhampton' in the emerging Joint Core Strategy (JCS) prepared by Gloucester City, Cheltenham and Tewkesbury Borough Councils (pre-Submission plan published April 2014). It also comprises land allocated for residential development in the adopted Tewkesbury Local Plan.
- 1.7. Travel Plans are a way of promoting sustainable travel behaviour through a range of mechanisms, initiatives and targets that when combined can help to reduce unnecessary travel and encourage travel in a more environmentally acceptable way. For a new development this is important as travel habits in favour of walking, cycling and public transport are more readily established from the outset.
- 1.8. The 'National Planning Policy Framework' (NPPF) promotes achieving sustainable development. Paragraphs 35 and 36 set out that Travel Plans are a key tool for facilitating the protection and exploitation of opportunities for use of sustainable transport, and that development which generates significant amounts of movement should be required to provide a Travel Plan.
- 1.9. The Government's planning practice guidance to the NPPF was launched as a web-based resource by the Department for Communities and Local Government (DCLG) in March 2014. The category dealing with Travel Plans is contained in 'Travel plans, transport assessments and statements in decision-taking' (Reference ID: 42, Updated 06.03.2014).
- 1.10. This Travel Plan has been prepared in accordance with the planning practice guidance and the latest local guidance, including Gloucestershire County Council's (GCC's) 'Travel Plan Guide for Developers', published in September 2012, and GCC's Advice Sheet No. 7 'Residential Travel Plans'.
- 1.11. It is proposed that this Travel Plan forms the basis of discussions with GCC, in its role as local highway authority, in order to agree a final Travel Plan.

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Gloucestershire County Council

## 2. BASELINE SUSTAINABILITY AUDIT

- 2.1. The provision of alternative modes of sustainable transport, the encouragement of opportunities for walking and cycling and the close proximity of employment and other day-to-day facilities to residential areas are the basic elements of achieving transport sustainability.
- 2.2. The existing pedestrian and cyclist facilities, public transport services, and local facilities are set out below. An audit of pedestrian routes to key destinations has also been undertaken.

### Walking and Cycling

#### Pedestrian Facilities

- 2.3. Existing pedestrian facilities in the vicinity of the site include a footway on the east side of Farm Lane and Kidnappers Lane, which routes from 'Leckhampton Footpath 8' to the A46 Shurdington Road. The A46 Shurdington Road has a continuous footway on the northwest side of the carriageway, accessed via a signal controlled pedestrian crossing to the southeast of the A46 / Kidnappers Lane junction. A footway routes east along the north side of Church Road from the Leckhampton Lane / Farm Lane junction.
- 2.4. In addition to the pedestrian facilities identified above, a public footpath ('Shurdington Footpath 29') routes across the northern part of the site from the A46 Shurdington Road to Farm Lane. Other public footpaths in the vicinity of the application site include 'Leckhampton Footpath 7', which routes between Brizen Lane and the A46 Shurdington Road, and 'Leckhampton Footpath 8', which routes east from Farm Lane to Kidnappers Lane. These footpaths and others are shown on **Figure 7** (reproduced from the Transport Assessment) with an extract from GCC's online Public Rights of Way mapping reproduced at **Appendix B**.

#### Cycling Facilities

- 2.5. Whilst no formal cycling facilities exist in the immediate vicinity of the application site, the majority of roads in the area are of level or shallow gradient, and, in many cases, lightly trafficked, and are therefore suitable for cycling. The 'Cheltenham and Tewkesbury Cycling Campaign', in partnership with GCC and Cheltenham Borough Council, has prepared the 'Cheltenham Cycle Map'. The map grades roads according to the level of cycling experience required and provides details of cycling facilities such as signed routes, crossings and parking. The map is reproduced at **Appendix C**.
- 2.6. The 'Cheltenham Cycle Map' shows Farm Lane and Kidnappers Lane as fairly quiet roads, where only a lower level of cycling experience is required, whereas Leckhampton Lane and Church Road are considered to require a medium level of experience. Whilst the A46 Shurdington Road is shown as a busy road where a higher level of experience is required, a signal controlled pedestrian crossing to the southeast of the A46 / Kidnappers Lane junction enables cyclists with lower experience to access quieter roads to the north of the A46 Shurdington Road, providing alternative routes towards Cheltenham.
- 2.7. For destinations further afield, National Cycle Route 41 passes through Cheltenham as shown on **Figure 8**. The national route can be accessed via a number of local cycle routes as identified on the Sustrans route network. National Cycle Route 41 is a long distance route which when complete will connect Bristol, Gloucester, Cheltenham, Stratford-on-Avon and Rugby.

#### Public Transport

- 2.8. Existing public transport services operating in the vicinity of the application site have been identified with reference to current timetable and routing information.

**Bus Services**

- 2.9. The nearest bus stops to the site are the 'Kidnappers Lane' and 'Farmfield Road' bus stops located on the A46 Shurdington Road. They are approximately 820m (a 10 minute walk at 1.4m/s) and 1,050m (a 12 minute walk at 1.4m/s) from the centre of the site respectively.
- 2.10. Table 2.1 provides a summary of the regular bus services operating from the 'Kidnappers Lane' and 'Farmfield Road' bus stops.

**Table 2.1: Summary of Regular Bus Services Operating from the 'Kidnappers Lane' and 'Farmfield Road' Bus Stops**

Service	Route	Days	Approximate Frequency		
			First Service	Frequency (Daytime)	Last Service
10	Holmleigh - Lower Tuffley - Gloucester - Brockworth - Cheltenham	Mon - Fri	06:16	10 minutes	23:31
		Sat	07:04	10 minutes	23:31
		Sun	08:41	20 minutes	22:01
	Cheltenham - Brockworth - Gloucester - Lower Tuffley - Holmleigh	Mon - Fri	06:43	10 minutes	23:51
		Sat	07:30	10 minutes	23:51
		Sun	09:06	20 minutes	22:21
46	Forest Green - Nailsworth - Stroud - Painswick - Cheltenham	Mon - Fri	07:06	Hourly	18:26
		Sat	08:26	Hourly	18:26
		Sun	10:26	Hourly	16:56
	Cheltenham - Painswick - Stroud - Nailsworth - Forest Green	Mon - Fri	07:35	Hourly	18:52
		Sat	08:52	Hourly	18:52
		Sun	10:52	Hourly	17:22

**Notes:**

1. Timetable information obtained from Traveline Southwest (10.03.2014).
2. Services 10 and 46 are operated by Stagecoach in Gloucester.

- 2.11. In addition to the bus services included in Table 2.1, the 'Kidnappers Lane' and 'Farmfield Road' bus stops also provide access to Service N10 (operated by Stagecoach), a night service operating on Saturday and Sunday between Cheltenham, Brockworth and Gloucester, and Service Y (operated by Cotswold Green), a single service operating on Thursday only between Cheltenham and Up Hatherley. School services can also be accessed from these bus stops. These include Service C1 (operated by Marchants Coaches), which serves Chosen Hill School in Churchdown, and Service DR9, which serves Sir Thomas Rich's School and High School for Girls, both located in Gloucester.
- 2.12. The routes of the bus services accessed from the 'Kidnappers Lane' and 'Farmfield Road' bus stops are shown on Figure 5 (reproduced from the Transport Assessment).

**Rail Services**

- 2.13. The nearest railway station to the proposed development is Cheltenham Spa, situated approximately 2.7km to the north of the proposed development. It is managed by First Great Western and is situated on the Bristol - Birmingham railway line.
- 2.14. Table 2.2 provides a summary of the facilities available at Cheltenham Spa railway station.

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**Table 2.2: Summary of Facilities at Cheltenham Spa Railway Station**

Facility	Details
Car Parking	197 spaces (24hr Mon-Sun)
Disabled Car Parking	Yes
Taxi Rank	Yes
Cycle Storage	134 spaces (Sheltered and Unsheltered)
Staffing Times	Mon-Fri 05:00-01:35, Sat 05:00-23:35, Sun 06:00-00:00
Ticket Office Times	Mon-Fri 05:45-20:15, Sat 05:45-19:15, Sun 08:15-20:15
Self Service Ticket Machines	Yes

Note: Information from [www.nationalrail.co.uk](http://www.nationalrail.co.uk).

2.15. **Table 2.3** provides a summary of the main weekday rail services available from Cheltenham Spa.

**Table 2.3: Summary of Rail Services from Cheltenham Spa**

Train Operator	Route	Weekday Frequency		
		Morning Peak (07:00-10:00)	Daytime	Evening Peak (16:00-19:00)
Cross Country Trains	Birmingham New Street - Cheltenham Spa - Gloucester - Bristol Temple Meads	10 - 30 minutes	10 - 30 minutes	10 - 30 minutes
	Bristol Temple Meads - Gloucester - Cheltenham Spa - Birmingham New Street	10 - 30 minutes	10 - 30 minutes	10 - 30 minutes
Cross Country Trains / First Great Western	Worcester - Cheltenham Spa - Gloucester - Bristol Temple Meads	5 - 20 minutes	5 - 20 minutes	5 - 20 minutes
	Gloucester - Cheltenham Spa - Worcester - Birmingham New Street	5 - 30 minutes	5 - 30 minutes	5 - 30 minutes
First Great Western	London Paddington - Reading - Swindon - Gloucester - Cheltenham Spa	60 minutes	60 minutes	60 minutes
	Cheltenham Spa - Gloucester - Swindon - Reading - London Paddington	60 minutes	60 minutes	60 minutes

Note: Timetable information obtained from National Rail Timetable.

2.16. Approximate rail journey travel times to key destinations are as follows:

- Gloucester 10 minutes
- Worcester 30 minutes
- Birmingham New Street 50 minutes
- Swindon 1 hour 5 minutes
- Bristol Temple Meads 1 hour 10 minutes
- Reading 1 hour 40 minutes
- London Paddington 2 hours 5 minutes

2.17. The Cheltenham Spa rail network map is shown in **Figure 6** (reproduced from the Transport Assessment).

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### Local Facilities

2.18. Figure 11 (reproduced from the Transport Assessment) shows the existing local facilities in the vicinity of the application site. For the purposes of this assessment, the key destinations that residents of the proposed development would be likely to travel to day-to-day are:

- Education
- Employment
- Food Retail

2.19. The accessibility of these key destinations to residents of the proposed development have been dealt with in turn below. Where relevant, distances to facilities have been discussed in the context of the suggested acceptable distances set out by the IHT in its 'Guidelines for Providing for Journeys on Foot'.

#### Education

2.20. Warden Hill Primary School is located approximately 1.1km walk to the north of the application site (approximately 13 minutes at 1.4m/s) and Leckhampton Primary School is located approximately 1.5km walk to the east of the application site (approximately 18 minutes at 1.4m/s). Cheltenham Bournside School & Sixth Form Centre is located approximately 2.4km walk to the north of the application site (approximately 28½ minutes at 1.4m/s).

2.21. For School, 'Guidelines for Providing for Journeys on Foot' suggests that 500m is the 'Desirable' walking distance, 1km is 'Acceptable' and 2km is the 'Preferred maximum'. Judged against these distances, both Warden Hill Primary School and Leckhampton Primary School are within the 'Preferred maximum'. The distance to Cheltenham Bournside School & Sixth Form Centre exceeds the 'Preferred maximum' by 400m. It is considered that this additional distance will not be a barrier to pupils travelling from the proposed development.

2.22. A new primary school is proposed as part of the planning application submitted for the adjacent land off Kidnappers Lane. The proposed location of the primary school, shown in Figure 12 (reproduced from the Transport Assessment), would be within the 'Acceptable' and just above the 'Desirable'.

#### Employment

2.23. Employment opportunities within the immediate vicinity of the application site are limited, however, regular bus services provide the opportunity to access employment in Cheltenham, Gloucester and Stroud, while Cheltenham itself is within cycling distance of the application site.

2.24. The planning application submitted for the adjacent land off Kidnappers Lane designates 4,500m<sup>2</sup> of floorspace to comprise one or more of the following uses, namely Class A Uses, Class B1 offices, Class C2 care home, and Class D1 Uses including a potential dentist practice, children's nursery and/or cottage hospital. These would provide employment opportunities within walking distance of the proposed development.

#### Food Retail

2.25. For weekly food shopping, it is likely that the majority of new residents would travel to Morrisons supermarket, located approximately 1.9km walk northwest of the application site (approximately 22½ minutes at 1.4m/s). While this is beyond the 'Preferred maximum', the weekly shopping trip would prove difficult on foot or by bicycle in any event and is generally undertaken by car, sometimes as part of another journey. The daily 'top up' food shopping trip offers greater potential for travel on foot or by bicycle and it is likely that a local convenience retail unit would be provided within the proposed local centre at the adjacent land off Kidnappers Lane

development, which would be within walking and cycling distance of all parts of the proposed development.

#### Review of Routes

2.26. A review of existing pedestrian routes to key facilities has been carried out with the aim of identifying locations within the transport network where improvements would be desirable for pedestrians. The routes to the following facilities have been reviewed:

- 'Kidnappers Lane' and 'Farmfield Road' bus stops;
- Leckhampton Primary School;
- Warden Hill Community Primary School;
- Cheltenham Bournside School and Sixth Form Centre; and
- Morrison's (Supermarket).

2.27. The review of routes will form the basis of discussions with GCC to reach agreement over an appropriate financial contribution towards enhancements to the routes to encourage walking.

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Gloucestershire County Council

### 3. OBJECTIVES AND TARGETS

#### Objectives

- 3.1. This Travel Plan combines an 'outcomes' approach, where specific outcomes are linked to specific targets, together with the establishment of defined measures to encourage sustainable travel. The focus is on securing the performance of the Travel Plan through ensuring that travel mode share targets for car use are met when the development is complete.
- 3.2. Measures that will be promoted are set out and a preliminary interim modal share target is identified. Maximum modal share targets can only be established in conjunction with GCC after an initial baseline travel survey has been undertaken.
- 3.3. The objectives and outcomes of this Travel Plan are to:
- engage with residents to raise awareness of sustainable travel choices to encourage more sustainable travel behaviour;
  - minimise the proportion of single occupancy car movements to and from the development;
  - maximise the proportion of walking, cycling and public transport trips;
  - address the access needs of site users, by supporting walking, cycling and public transport; and
  - provide adequately for those with mobility difficulties.

#### Targets

- 3.4. For new developments outcome targets are best expressed in terms of maximum end levels of car use by setting a target maximum modal share of car use when the development is complete.
- 3.5. Prior to completion of the development the actual travel patterns of the residents of the proposed development are not known. A baseline travel survey is proposed between 3-6 months following 25% occupation. This will establish the baseline travel patterns of the development in order to set maximum modal share targets. The baseline travel survey will ask how residents generally travel and will also seek their views about what improvements could be made to encourage them to use more sustainable modes of travel. A minimum response rate of 40% to the travel survey will be required to ensure that the data is representative of the site occupiers, with further reasonable endeavours being required if this is not achieved. An incentive should be offered to encourage responses.
- 3.6. Smarter Choices' report 'Changing the way we travel' (2004) states that basic Travel Plans can expect to achieve a 6-10% reduction in car use. Once the results of the resident travel survey are available, the target for an annual reduction in the proportion of residents driving on their own will be determined with reference to Smarter Choices' report.
- 3.7. As has already been identified, the exact mode share for users cannot be known until the baseline survey is carried out. GCC's 'Travel Plan Guide for Developers' states that in the interim, TRICS modal share data or Census journey to work data should be used to gauge the likely modal share.
- 3.8. With reference to the Transport Assessment, TRICS multi-modal trip rates have been used to calculate the multi-modal trip generation and corresponding mode share of the proposed development. Table 3.1 sets out the mode share of the proposed development.

**Table 3.1: TRICS Mode Share of Proposed Development**

Mode of Travel	Weekday AM Peak Hour	Weekday PM Peak Hour
Pedestrians	21%	13%
Cyclists	2%	2%
Public Transport Users	2%	2%
Drivers of Vehicles	51%	61%
Passengers of Vehicles	25%	22%
Total	100%	100%

- 3.9. Considering the TRICS data above, the initial target will be to achieve a 10% reduction (to 41% and 51% in the AM and PM peak hours respectively) in car driver mode share over 10 years, with interim targets for a 2% reduction (to 49% and 59%) by Year 1, a 4% reduction (to 47% and 57%) by Year 3, and a 6% reduction (to 45% and 55%) by Year 5.
- 3.10. Following the baseline travel survey this target can be confirmed or adjusted as appropriate, following discussion between GCC and the Travel Plan Co-ordinator.

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## 4. TRAVEL PLAN MANAGEMENT

- 4.1. The Travel Plan will be implemented and managed by a Travel Plan Co-ordinator. The Travel Plan Co-ordinator will be appointed prior to occupation of the development.

### Travel Plan Co-ordinator

- 4.2. The Travel Plan Co-ordinator has a critical role in ensuring that the Travel Plan is implemented, managed, monitored and reviewed over time. The Travel Plan Co-ordinator will co-ordinate the on-going development and management of the Travel Plan, including further measures, raising awareness, monitoring and review.

- 4.3. As it is envisaged that the Developer will follow Option 2 of GCC's funding options (see Chapter 8), it will be the responsibility of GCC to ensure the appointment of a suitably qualified person to perform the role of the Travel Plan Co-ordinator.

- 4.4. The role of the Travel Plan Co-ordinator will include:

- acting as a point of contact;
- marketing and promoting the Travel Plan;
- providing sustainable travel information to residents;
- monitoring and reviewing the Travel Plan;
- liaison with GCC, transport operators and specialist groups;
- arranging for travel surveys to be undertaken of residents on the site;
- arranging Personal Travel Plans, where required; and
- submission of annual monitoring reports to GCC.

### Marketing and Promotion

- 4.5. Marketing and promotion of the Travel Plan and sustainable travel opportunities and benefits, will establish communication between those who are responsible for delivery (Travel Plan Co-ordinator) and those who benefit from the implementation of the Travel Plan (residents).

- 4.6. Details of the Travel Plan will be provided in the Developer's marketing brochure. Therefore residents will be informed of alternative modes of travel to the site, other than by private car, prior to moving in.

- 4.7. The provision of information to residents, which is both accessible and available in varied formats, is an important measure of the Travel Plan package. Specific items of information and promotional activities that will be delivered by the Travel Plan Co-ordinator are set out in this Travel Plan.

## 5. TRAVEL PLAN MEASURES

- 5.1. The proposed Travel Plan measures focus on maximising the site's accessibility and sustainability as part of the development proposals, including the provision of pedestrian and cycle links and improvements to facilitate walking and cycling, as well as improvements to local public transport provision.
- 5.2. Marketing and promotion of the Travel Plan will form part of the implementation of the Travel Plan, and this will include the distribution of Travel Information Packs to new residents.

### Travel Information Pack

- 5.3. A Travel Information Pack will be distributed to all new residents of the development. Travel Information Packs will include travel information, with the intention of encouraging new residents to engage in more sustainable modes of transport. The Travel Information Pack is expected to include:

- Local Facilities map;
- Maps and information on local walking and cycling routes;
- Potential discounted offers from local cycling stores;
- Details of the most recent bus and rail timetables;
- Details of public transport discounted fares / season tickets;
- Free taster public transport tickets;
- Information on local taxi and hire car companies;
- Information on marketing and promotional events at a national and local level; and
- The offer of a free 15 minute Personalised Travel Planning appointment.

- 5.4. The travel information included in the Travel Information Pack will also be included in marketing material for the proposed development, and made available online through a website associated with the proposed development.
- 5.5. The Travel Plan Co-ordinator will keep the Travel Information Pack up to date to reflect changes, for example when revised bus timetables are issued, and maintain records of distribution.

### Walking and Cycling Measures

- 5.6. The internal site layout will be designed in a manner which facilitates walking and cycling and provides accessible facilities (dropped kerbs, tactile paving etc) with connections into the existing network of routes surrounding the site.
- 5.7. The review of pedestrian routes to facilities which future residents would travel to on a regular basis has identified locations where improvements would be desirable. The review of routes will form the basis of discussions with GCC to reach agreement over an appropriate financial contribution towards enhancements to the routes to encourage walking.
- 5.8. All pedestrian and cyclist infrastructure included as part of the development will be completed to a high standard. Details of walking and cycling routes will be included as part of the Travel Information Pack for new residents.
- 5.9. All residents will provided with details of local walking and cycling clubs such as the Cheltenham and County Cycling Club.
- 5.10. The Travel Plan Co-ordinator will be responsible for promoting events such as National Bike Week and European Mobility Week to encourage residents to consider swapping vehicle trips for bike

trips. The Travel Plan Co-ordinator will also liaise with local cycle shops to negotiate discount vouchers for bicycle purchases.

### Public Transport Measures

- 5.11. Good public transport provision is important to achieving sustainable transport targets. By encouraging new residents to use existing bus services, additional revenue will be generated and the quality of services should improve.
- 5.12. Public transport use will be encouraged by the introduction / promotion of the following measures by the Travel Plan Co-ordinator:
- Provision of current information on bus and rail routes, bus and rail times and location of bus stops to residents;
  - Current promotions and potential discounted tickets for local bus and rail operators; and
  - Free taster public transport tickets.

### Car Sharing

- 5.13. The most unsustainable mode of transport is the single occupied car. Car sharing, when two or more people share a car and travel together, can result in considerable cost savings and other benefits. Car sharing not only reduces an individual's transport costs, by fuel costs being shared, but also reduces the number of cars on the roads, provides a real solution to transport problems of rural areas and reduces the need for a private car.
- 5.14. GCC has teamed up with the car share company 'Liftshare' to launch [Carsharegloucestershire.com](http://Carsharegloucestershire.com), a website to help people find suitable matches for potential car sharers. [Carsharegloucestershire.com](http://Carsharegloucestershire.com) currently has over 1,000 members and a call centre, operated by [Liftshare.com](http://Liftshare.com). The service is free to join.
- 5.15. The Travel Plan Co-ordinator will ensure that all residents are advised of the financial savings which can be achieved through car sharing and will ensure that all new residents are provided with details of GCC's car share scheme. This approach helps form a partnership between the development and the local highway authority.

### Working from Home

- 5.16. Working from home can reduce the need to travel but requires agreement of the employer and the required facilities in place in the home. In order to encourage working from home, the Developer will aim to ensure that each dwelling is provided with the potential to connect to local internet infrastructure.

## 6. MONITORING AND REVIEW

- 6.1. An effective monitoring and review process is important to establish how successful the Travel Plan has proved. Monitoring involves collecting data and information, and the review process involves the consideration of these details to determine whether or not the Travel Plan targets have been met.
- 6.2. Based on the monitoring and review process, it will then be necessary for the Travel Plan Co-ordinator, in conjunction with GCC, to decide what, if any, amendments are required to the Travel Plan. As part of the monitoring process it is important to establish the baseline conditions.
- 6.3. The modal share targets will be reviewed with GCC following occupation of the development by residents and after a baseline travel survey, which will be undertaken between 3-6 months following 25% occupation.
- 6.4. The baseline travel survey will be undertaken by an independent survey company, and will be co-ordinated by the Travel Plan Co-ordinator. The Travel Plan Co-ordinator will be responsible for submission of the report of survey to GCC within 1 month of completion of the survey.
- 6.5. For the on-going management of the Travel Plan to be successful and to deliver the desired outcomes, it is important that the parties involved in the delivery of the Travel Plan, which means the Developer/Travel Plan Co-ordinator and GCC, work effectively in partnership to achieve the desired results.
- 6.6. Monitoring of travel patterns over time, to ascertain whether the initiatives of the Travel Plan are proving successful and whether there has been a shift to more sustainable modes of transport, requires on-going travel surveys to be undertaken.
- 6.7. It is proposed that annual monitoring would extend for a minimum of 10 years commencing at the time of first occupation. A total of 10 annual surveys will therefore be conducted when the baseline travel survey is taken into account.
- 6.8. The precise format of the baseline travel survey and annual monitoring survey will be agreed with GCC before being undertaken. The travel survey will be used to establish reasons why people drive and to identify barriers to sustainable travel that could be addressed.
- 6.9. The results of the travel surveys will be analysed and the factors influencing travel behaviour will be investigated. If the target modal share of car use is not met then it will be necessary to review what remedial measures need to be implemented to mitigate the impact of any under achievement. The Travel Plan Co-ordinator, in conjunction with GCC, will decide what, if any, amendments are required to the Travel Plan.



## 7. REMEDIAL MEASURES

- 7.1. In the event that the Travel Plan is shown to be underachieving a remedial strategy needs to be outlined, which considers measures to help get the Travel Plan 'back on track'. Remedial measures are intended to achieve modal shift and mitigate the impact of any under achievement in meeting targets.
- 7.2. A set of potential remedial measures, to be triggered in the event that measures mentioned above fail to meet the required Travel Plan targets, could include the following:
- Extend appointment of Travel Plan Co-ordinator and monitoring for up to a further 5 years;
  - More active marketing and promotion of sustainable travel information;
  - Offer Personal Travel Planning to residents; and
  - Liaise with GCC and bus operators on a potential bus voucher scheme for new residents.
- 7.3. The remedial measures are different to the Travel Plan measures, and the exact nature of what, if any, remedial measures are required will be identified through the monitoring and review process in conjunction with GCC. At this stage, remedial measures such as: continued monitoring, Personal Travel Planning and additional publicity and marketing could be considered.

## 8. FUNDING

- 8.1. A planning obligation will be completed that secures the funding of the Travel Plan. The funding will include for the services of the Travel Plan Co-ordinator, as well as provision for 'remedial' funds to cover the cost of measures required in the event of the Travel Plan not meeting the required targets.
- 8.2. It is envisaged that the Developer will follow Option 2 of GCC's funding options, which are set out in GCC's Advice Sheet No.7 'Residential Travel Plans'.
- 8.3. Under Option 2 GCC is responsible for the implementation of the Travel Plan, incentives, and the appointment of a Travel Plan Co-ordinator. This option requires a non-refundable monitoring fee and a contribution, repayable only on expiry of planning permission with no building having started. The premium for GCC to deliver the Travel Plan is to cover the additional risk the organisation incurs and to plan for remedial measures. This option removes any responsibility from the Developer for the implementation of the plan (other than hard measures such as pedestrian and cyclist links, cycle parking etc).
- 8.4. Table 8.1 below details the anticipated costs to the Developer for funding the Residential Travel Plan under Option 2 for a residential development comprising 351-400 units, as set out in GCC's 'Travel Plan Guide for Developers'. These costs will be secured under the provisions of a Section 106 Agreement.

**Table 8.1: Anticipated Developer Costs for Funding Residential Travel Plan under Option 2 from GCC's Advice Sheet No.7**

Residential Units	Travel Plan Contribution
376	£84,000

## 9. ACTION PLAN

9.1. An action plan needs to be incorporated into the Travel Plan to outline the actions required to implement the Travel Plan, who is responsible for implementing the action, and a deadline for completion. The proposed Residential Travel Plan Action Plan is set out in Table 9.1 below.


**Table 9.1: Action Plan**

Action / Objective	Measure	Indicator	Responsibility	Timescale
All	Appoint a Travel Plan Co-ordinator	Co-ordinator appointed	GCC	At least 3 months before occupation
Support walking, cycling and public transport trips	Developer contribution towards enhancements to pedestrian and cycle routes	S106 agreement	Developer	Before occupation
Provide for those with mobility difficulties	Developer contribution towards bus stop facilities	S106 agreement	Developer	Before occupation
Support walking, cycling and public transport trips	Details of the Travel Plan and travel choices will be provided in Developer's marketing brochure.	Production of marketing brochure	Developer	Before marketing of development
Raise awareness of sustainable travel choices	Provide information on eco-driving	Provided in Travel Information Pack	Co-ordinator	Before Travel Information Pack publication, annually thereafter
	Travel Information Pack created for all new residents and content made available online	Travel Information Pack created and agreed with GCC. Content available on website	Co-ordinator	Prior to first residents moving in, updated for 10 years following
	Liaise with local walking & cycling clubs to include them in Travel Information Pack	Information included	Co-ordinator	Before Travel Information Pack publication
	Provide details of bus and rail services in Travel Information Pack	Details included and updated	Co-ordinator	6 monthly
	Maximise proportion of walking, cycling and public transport	Provide discounts and information on incentives for cycling	Provided in Travel Information Pack	Co-ordinator
Minimise proportion of single occupancy car movements	Provide details of GCC's car share service in Travel Information Pack	Details included and updated	Co-ordinator	6 monthly
	All measures	Travel plan target	Co-ordinator	5 years from baseline
Remedial measures	To be agreed with GCC	TBC	Co-ordinator	According with monitoring results

# Figures



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 Application Site Boundary (indicative only)



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Client	<b>Redrow Homes South West</b>
Project	<b>Land West of Farm Lane, Leckhampton</b>
Figure Title	<b>Site Location Plan</b>
Figure No	<b>Figure 1</b>
Date	August 2014
Drawn By	EN
Checked By	JA
Scale	See Scale Bar
File Ref	R322/Figures/0814/Fig1.ai
Doc Ref	R322 0814



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Application Site Boundary (indicative only)

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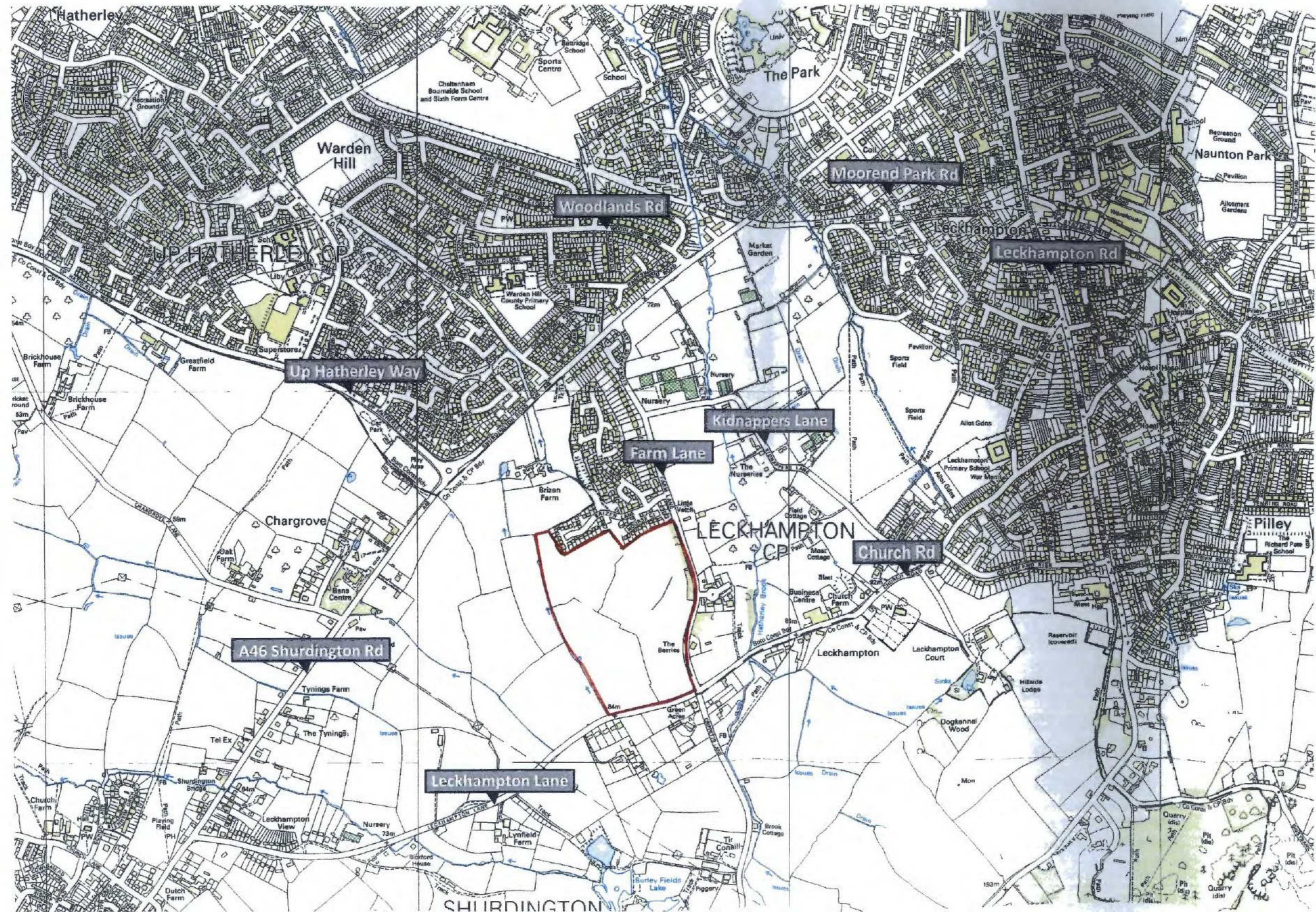
Client  
**Redrow Homes South West**

Project  
**Land West of Farm Lane, Leckhampton**

Figure Title  
**Site Boundary and Local Highway Network**

Figure No  
**Figure 2**

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 Scale See Scale Bar  
 File Ref R322/Figures/0814/fig2.ai  
 Doc Ref R322 0814



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