

DATED 13 June

2023

**SIR RICHARD NIGEL CHARLES MORDAUNT AND DAVID
ARTHUR JOHN MORDAUNT AND TESSA ANNE
NUTTING AND PETER ANTHONY CHARLES MORDAUNT** (1)

and

COUNTRYSIDE PROPERTIES (UK) LIMITED (2)

TO:

UTTLESFORD DISTRICT COUNCIL (3)

and

ESSEX COUNTY COUNCIL (4)

**PLANNING OBLIGATION BY UNILATERAL UNDERTAKING
UNDER SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990**

relating to
Land on the north and south side of Henham Road, Elsenham,
Bishop's Stortford

This Deed is made the 13 day of June 2023

FROM:

- (1) **SIR RICHARD NIGEL CHARLES MORDAUNT AND DAVID ARTHUR JOHN MORDAUNT AND TESSA ANNE NUTTING** care of Newhouse, Flacks Green, Terling, Chelmsford Essex **AND PETER ANTHONY CHARLES MORDAUNT** of [REDACTED] [REDACTED] **the Owner**"); and
- (2) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (registered number 00614864) whose registered office is at Countryside House The Drive Great Warley Brentwood Essex CM13 3AT (**the Developer**)

TO:

- (3) **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Waldon Essex CB11 4ER (**the Council**"); and
- (4) **ESSEX COUNTY COUCIL** of County Hall Market Road Chelmsford CM1 1QH (**the County Council**).

INTRODUCTION

1. The Council is the District Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated.
2. The County Council is a local planning authority and the local authority for statutory age and pre- statutory age education and childcare and the local highway authority for the area within which the Land is situated.
3. The County Council is also the local library authority for the provision of library services under the 1964 Act and the County Council is required to provide a comprehensive and efficient service for all persons resident working or studying in the area in which the Land is located.
4. The Owner is proprietor of the freehold interest in the Land and the Off-Site Ecological Enhancement Land both registered at HM Land Registry under Title Number EX706701.
5. The Developer has an interest in the Land by way of an agreement dated 13 December 2021 registered as a unilateral notice against the title to the Land.
6. The Planning Application is to be determined by a person appointed by the Secretary of State under the provisions set out in section 76D of the 1990 Act and the parties enter into this Deed to make provision for regulating the Development and the use of

the Land and securing the planning obligations contained within this Deed should the Planning Application be granted.

- 7. The Owner and the Developer have agreed to give this unilateral undertaking (“the Deed”) to the Council and the County Council pursuant to the operative powers described in Clause 3 for the purpose of regulating the Development and use of the Land and the Off-Site Ecological Enhancement Land in the event that the Planning Permission is granted pursuant to determination by the Inspector or the Secretary of State to secure obligations as set out in this Deed.
- 8. This Deed is enforceable in accordance with of section 106 of the 1990 Act if permission is granted pursuant to the Planning Application.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS

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

- “1964 Act” means the Public Libraries & Museums Act 1964;
- “1990 Act” the Town and Country Planning Act 1990 as amended;
- “Additional First Homes Contribution” Means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 5.8, 5.9 or 7 of part 2 of Schedule 2 the lower of the following two amounts:
 - (a) 30% of the sale proceeds and
 - (b) The sale proceeds less the amount due and outstanding to any First Home Mortgagee of the relevant First Home under relevant security documentation. For this purpose, the “amount due and outstanding to any First Home Mortgagee” shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Homes Mortgagee under the terms of any mortgage, but for the avoidance of doubt shall not include any other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of

doubt shall in each case be paid following the deduction of any additional SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

“Affordable Housing Land”

Shall mean the land on which the Affordable Housing Units (save for any First Homes) will be constructed in accordance with the Planning Permission;

“Affordable Housing Units”

Shall mean the units of accommodation to be constructed on the Affordable Housing Land for persons unable to compete for housing on the open market;

“Affordable Rented Units”

Shall mean rented housing provided by an Approved Body that has the same characteristics as social rented housing except that it is outside the national rent regime but is subject to other rent controls that require it to be offered to those in identified housing need at a rent of up to 80% of local market rents inclusive of service charges;

“Approved Body”

Shall mean any registered provider registered with Homes England or successor organisation any body organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord;

“Armed Services Member”

Means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

“Base Rate”	The base rate from time to time of the Bank of England;
“Bus Service Contribution”	Means the sum of two thousand six hundred and seventy one pounds (£2,671) per Dwelling to which sum the Relevant Bus Service Indexation shall be added;
“Bus Service Contribution Purpose”	Means the use of the Bus Service Contribution for an enhanced bus service from the Site to Stanstead Mountfitchet;
“Bus Service Index”	Means the General Index;
“Bus Service Index Point”	Means a point on the most recently published edition of the Bus Service Index;
“Biodiversity Net Gain”	Means an approach to development and / or land management that aims to leave the natural environment in a measurably better state than it was beforehand and measured using the biodiversity metric set by Natural England;
“Community Hall Contribution”	Shall mean the sum of three hundred and ten thousand pounds (£310,000) Index Linked to be paid by the Owner to the Council to be used towards the new community hall in Elsenham;
“Compliance Certificate”	Means the certificate issued by the Council confirming that a Dwelling is being Disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 5.2 applies the Eligibility Criteria (Local);
“Completion Notice”	means the notice served by the Owner on the County Council pursuant to paragraph 4 of Schedule 3;
“Contributions”	the Bus Service Contribution, Community Hall Contribution, Coopers End and Hall Road Capacity Contribution, the Education Contribution, the Health Care Contribution, the Highways Contribution, the Library Contribution, the Site

	Access Management and Monitoring Measures (SAMMS) (Hatfield Forest SSSI) Contribution;
“Coopers End and Hall Road Capacity Contribution”	Means the sum fifty thousand pounds (£50,000) to be paid to the County Council to which sum the Relevant Highway Indexation shall be added to be used for a capacity scheme to mitigate the impact of traffic from the Development on the Coopers End and Hall Road roundabouts;
“County Council Monitoring Fee”	means a fee of £550 per obligation due to the County Council under this Deed (eight) and for the avoidance of doubt this is a total of £4,400 (no VAT) towards the County Council’s reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed;
“Development”	Shall mean the development of the Land authorised by the Planning Permission and as set out in the Planning Application;
“Discount Market Price”	Means a sum which the Market Value discounted by at least 30%;
“Disposal”	Means a transfer of the freehold or (or in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 5 of Part 2 of Schedule 2; (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; (c) an Exempt Disposal and “ Disposed” and “Disposing” shall be construed accordingly;
“Dwelling”	the individual units of residential housing on the Land including the Affordable Housing Units

pursuant to the Planning Permission and reference to Dwelling shall mean any one of these units;

“Early Years and Childcare Contribution” means the Early Years and Childcare Product multiplied by the cost generator of £17,268 (seventeen thousand two hundred and sixty eight pounds) and to be spent on the Early Years and Childcare Purposes;

“Early Years and Childcare Purposes” means the use of the Early Years and Childcare Contribution towards the design (including feasibility work) and or delivery and or provision of facilities for the education and/or care of children between the ages of 0 and 5 (both inclusive) including those with special educational needs in the ward of Uttlesford and/or within a three mile radius of the development and including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Early Years and Childcare Contribution;

“Early Years and Childcare Product” means the sum of the Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09;

“Education Contribution” means the Early Years and Childcare Contribution, the Primary Education Contribution and the Secondary Education Contribution to which the Relevant Education Indexation shall be applied;

“Education Index” means the Department for Business Innovation and Skills Tender Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

“Education Index Point” means a point on the most recently published edition of the Education Index;

“Education Purposes”

means the Early Years and Childcare Purposes the Primary Education Purposes and the Secondary Education Purposes (as relevant);

“Eligibility Criteria (National)”

Means criteria which are met in respect of a purchase of a First Home if:

(a) the purchaser is a First Time Buyer (and in the case of a joint purchase each joint purchaser is a First Time Buyer); and

the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National);

“Eligibility Criteria (Local)”

Means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

(a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (Local) (if any); and

(b) any or all of criteria (i) (ii) and (iii) below are met:

(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member; and/or

(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker;

it being acknowledged that at the date of this Deed the Council has not prescribed any Eligibility Criteria (Local) in respect of the Disposal of a First

Homes but that the Rural Lettings Policy shall apply;

“Eligible Person”

Shall mean a person or persons considered by the Approved Body to be in need of an Affordable Housing Unit who is unable to compete in the normal open market for property in the District of Uttlesford and who (or one of whom) was born in the District of Uttlesford and/or lives in the District of Uttlesford and/or used to live in the District of Uttlesford but has been forced to move away because of a lack of affordable housing in the area and/or is employed in socially beneficial employment or is a Key Worker and/or has a parent or children who live in the District of Uttlesford;

“Estate Service Charge”

an estate service charge or rent charge for the Land representing a fair and proper proportion of the expenditure applicable to the particular Dwelling (save for Affordable Rented Units) payable annually to the Management Company in respect of its administration and of insuring, maintaining and repairing and as necessary renewing the Public Open Space, and in accordance with the Management Scheme

“Exempt Disposal”

Means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil

partnership or the making of a nullity, separation or presumption of death order;

(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 6 of Part 2 of Schedule 2 shall apply to such sale);

provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 5 of Part 2 of Schedule 2;

“First Homes”

Means a Dwelling which may be Disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap;

“First Homes Mortgagee”

Means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home;

“First Homes Owner”

Means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

(a) the Developer;

(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home;

“First Homes Unit”

Means a house identified in the Affordable Housing Scheme as a First Home;

“First Time Buyer”	Means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;
“Flat”	a tenant or sub-tenant of a permitted letting under paragraph 6 of Part 2 of Schedule 2;
“General Index”	means the Consumer Prices Index (CPI) or in the event that CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;
“General Index Point”	Means a point on the most recently published edition of the General Index at the time of use;
“Health Care Contribution”	Shall mean the sum of £394.36 per Dwelling Index Linked payable to the Council in accordance with Part 5 of Schedule 2 of this Deed to be used for the provision of additional capacity to accommodate patient growth generated by the Development;
“HomeBuy Agent”	Shall mean the zone agent keeping a register of persons seeking shared ownership dwellings for Essex;
“Homes England”	Shall mean the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation;
“House”	Means a Dwelling that does not meet the definition of a Flat;
“Highways Act”	Means the Highway Act 1980;
“Highway Index”	Means the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;
“Highways Works”	Means:

- a) Enhancement of the bus stop on the south side of Henham Road to the west of the access with shelter, pole, flag, timetable frame raised kerbs, bus cage and crossing points and real time passenger information sign; and
- b) Enhancement of the bus stop on the north side of Henham Road to the west of the access with new pole, flag and timetable frame and raised kerbs, bus cage; and
- c) Provision of a bus stop on the east side of Hall Road including shelter, pole and flag, timetable frame as well as raised kerbs, bus cage and crossing points and real time passenger information; and
- d) Provision of a bus stop on the west side of Hall Road including pole and flag, timetable frame as well as raised kerbs, bus cage and crossing points and real time passenger information; and
- e) cycle parking facilities at the station a minimum of 5 secure covered spaces close to the station and a minimum of 2 Sheffield Stands at local shopping area, facilities to be situated on highway land details to be approved by the County Council;
- f) and reinstatements of existing highways and statutory undertakers equipment to the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the construction of a highway or required as a result of the County Council's inspections;

“Highway Works Agreement”

means an agreement or agreements entered into under section 38 and section 278 of the Highways

Act (and all other relevant enabling powers that the County Council may reasonably require to be used) to regulate the carrying out of, the dedication of and the adoption of the Highway Works and these agreement(s) may include but not be limited to:

(a) the securing of a bond to ensure that third party funds are available to complete the Highway Works to the satisfaction of the County Council and or Highways England in the event that the Owners fails to do so; and

(b) the payment of the works inspection fees, maintenance fees, special orders fees, supervision fees and any other such reasonable fees as Highways England and/or the County Council shall require;

(c) the payment of the legal and other fees associated with the drafting negotiating and completion of the Highway Works Agreement; and

(d) the preparation and advance approval of works drawings and traffic management measures;

(e) the certification and maintenance of the Highway Works;

(f) the regulating of the issue of a works licence to enable the Highway Works to be carried out;

(g) the securing of an indemnity or bond relating to both Land Compensation Act 1973 matters and Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988 (SI 1988/2000) and any other indemnity or bond for liability issues as Highways England and/or the County Council shall reasonably require;

(h) clauses dealing with dedication of land as public highway;

(i) the standards and procedures for carrying out the Highway Works traffic regulation orders and statutory processes;

“Highway Works Contribution” Means the of sum twenty five thousand pounds (£25,000) to be paid to the County Council to which sum the Relevant Highway Indexation shall be added to be used for the Highway Works Contribution Purpose;

“Highway Works Contribution Purpose” Means the reduction of the impact of HGVs through the town and the effective enforcement of the weight restrictions on Grove Hill;

“Implementation” shall mean the implementation of the Planning Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Planning Permission PROVIDED ALWAYS for the purposes of this Deed Implementation shall exclude:

- a. demolition
- b. site survey
- c. ecological survey
- d. archaeological survey
- e. remediation
- f. erection of fences or hoardings

and Implement and Implemented shall mutatis mutandis be construed accordingly;

“Implementation Date” shall mean the date specified by the Developer to the Council and the County Council in a written notice served upon the Council and the County Council as the date upon which the Development authorised by the Planning Permission is to be

Implemented or if no such notice is served the date of Implementation;

“Income Cap (Local)”

means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant Disposal of the First Home it being acknowledged that at the date of this Deed the Council has not set an Income Cap (Local);

“Income Cap (National)”

Means:

On the first sale of the First Home eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant Disposal of the First Home;

“Index”

Shall mean the Index of Retail Prices (RPI) compiled and published by His Majesty’s Government from time to time (or any other index as may be applied by the Council);

“Index Linked”

Shall mean any contribution payable to the Council increased in accordance with the following formula:

Amount payable= the payment specified in this Deed x (A/B) where:

A= the figure for the Retail Prices Index (RPI) that applied immediately preceding the date the payment is due

B= the figure of the Retail Prices Index (RPI) that applied when the index was last published prior to the date of this Deed;

“Index Point”

Shall mean a point shown on the relevant Index indicating a relative cost at a point in time;

“Inspector”

Shall mean a planning inspector appointed by the Secretary of State in determination of the Planning Application;

“Key Worker“	Means such categories of employment as may be designated and published by the Council from time to time as the “First Homes Key Worker criteria” and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the “Key Worker” criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker;
“the Land”	Shall mean the land shown on the Plan edged in red;
“Leaseholder”	Shall mean the person or persons to whom an Affordable Housing Unit sold as a Shared Ownership Unit shall be allocated in accordance with this Deed;
“Library Contribution”	Means the sum of seventy-seven pounds and eighty pence (£77.80) per Dwelling to which sum the Relevant Library Indexation shall be added and to be spent on the Library Contribution Purposes;
“Library Contribution Purposes”	Means the use of the Library Contribution towards the upgrading of existing facilities at local libraries to include but not limited to , additional facilities, additional furniture, provision of learning equipment/ play equipment for younger children, improved access, external works such as parking and bike racks and IT;
“Library Index”;	means the General Index;
“Library Index Point”	means a point on the most recently published edition of the Library Index;
“LAP”	shall mean the local area of play to be provided within the publicly accessible Public Open Space where the items of play equipment are suitable for use by toddlers designed and laid out to meet

relevant safety standards for play facilities from a RoSPA approved supplier and installed and inspected in accordance with their guidelines and to be maintained and managed in accordance with the Public Open Space Management Scheme;

“Local Connection Criteria”

Means such local connection criteria as may be designated and published by the Council from time to time as its “First Homes Local Connection Criteria” and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the “Local Connection Criteria” which shall apply to that Disposal it being acknowledged that at the date of this Deed the Council has not designated any criteria as Local Connection Criteria;

“Maintenance Period”

A period of six months or if longer until Public Open Space has been transferred to the Management Company from the date the Public Open Space has been fully constructed, completed and available for safe and immediate public use;

“Management Company”

Shall mean a company body or other entity responsible for the long-term management and maintenance of the Public Open Space;

“Market Value”

Means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation;

“Nominated Person”

Shall mean a person or persons nominated by the Council from their housing register or the HomeBuy Agent to be offered an Affordable Housing Unit by the Approved Body;

“Notice of Commencement”	Means the written notice served pursuant to paragraph 2 of Schedule 3;
“Occupation” and “Occupied” and “Occupy”	Shall mean occupation of a building constructed as part of the Development of the Land pursuant to the Planning Permission and shall not include day time occupation by workmen involved on the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the storage of plant and material and “Occupy” and “Occupied” shall be construed accordingly;
“Off- Site Ecological Enhancement Land”	Means the land showed edged green on the Plan being land against which the Obligations contained in Schedule 5 of this Deed is enforceable;
“Off-Site Ecology Mitigation Scheme ”	Means the scheme to be submitted to the Council detailing the improvements to biodiversity to be carried out on the Off-Site Ecological Enhancement Land for the purpose of ensuring 20% Biodiversity Net Gain
“Open Market Housing Units”	Shall mean the Dwellings to be constructed in accordance with the Planning Permission which are not Affordable Housing Units;
“Payment Notice”	Means a written notice advising of a proposed payment served pursuant to paragraph 3 of Schedule 3;
“Plan”	The plan attached to this Deed;
“the Planning Application”	Shall mean the application made by the Developer and Owner for outline planning permission for residential development comprising 130 dwellings, together with a new vehicular access from Henham Road, public open space, landscaping and associated highways, drainage and other infrastructure works (all matters reserved for subsequent approval apart from the primary means of access, on land to the south of Henham Road, Elsenham) submitted to the

	Inspector on behalf of the Secretary of State for the Development and allocated reference number UTT/22/2174/PINS;
“Planning Inspectorate”	the executive agency sponsored by the Department of Levelling Up, Housing and Communities entitled to exercise the powers conferred by the 1990 Act;
“Planning Permission”	The outline planning permission subject to conditions in respect of the Development as may be granted by the Inspector / Secretary of State pursuant to the Planning Application;
“Price Cap”	Means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;
“Primary Education Contribution”	Shall mean the Primary Pupil Product multiplied by the cost generator of £17,268 (seventeen thousand two hundred and sixty-eight pounds) and to be spent on the Primary Education Purposes;
“Primary Education Purposes”	means the design (including feasibility work) and / or delivery of facilities for the education and/or care of children between the ages of 4 to 11 (both inclusive) including those with special educational needs within the planning group Uttlesford primary 3 and or within a three mile radius of the Development and including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Primary Education Contribution;
“Primary Pupil Product”	means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3;

“Public Open Space”	Shall mean all landscaped areas and sustainable drainage systems not comprising private gardens or adopted roads
“Public Open Space Management Scheme”	a scheme for the future maintenance and management of the Public Open Space that identifies the maintenance requirements for Public Open Space, including all ongoing maintenance operations, specifically identifying the management objective, task and timing and frequency of the operation of all the features of the Public Open Space to include hard and soft landscaping, surfacing materials, furniture, play equipment, refuse or other storage units, signs, lighting, boundary treatments, trees, shrubs and hedge plants and any onsite Biodiversity Net Gain measures and details of the Management Company who is to undertake the ongoing future maintenance of the Public Open Space;
“Qualifying Flats”	Means the number of flats that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms;
“Qualifying Houses”	Means the number of houses that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms;
“Relevant Bus Service Indexation”	means the amount that the Owner shall pay with and in addition to the Bus Service Contribution paid that shall equal a sum calculated by taking the amount of the Bus Service Contribution being paid and multiplying this amount by the percentage change shown in the Bus Service Index between January 2020 and the date the payment is made to the County Council;
“Relevant Education Indexation”	Means the amounts that the Owner shall pay with and/or agree in addition to each part of the Education Contribution paid in accordance with Schedule 3 that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this

amount by the percentage change in the Education Index between January 2020 and the date the payment is made to the County Council;

“Relevant General Indexation”

Means the amounts that the Owner shall pay with and/or agree in addition to each part of the Contributions that shall in each case equal a sum calculated by taking the amount being paid and multiplying this amount by the percentage change in the General Index between January 2020 and the date payment is made to the County;

“Relevant Highway Indexation ”

means the amount that the Owner shall pay with and in addition to the Highway Works Contribution , the Coopers End and Hall Road Capacity Contribution and the RTPI Maintenance Contribution paid that shall in each case equal a sum calculated by taking the amount of the Highway Works Contribution, the Coopers End and Hall Road Capacity Contribution and the RTPI Maintenance Contribution and being paid and multiplying this amount by the percentage change shown in the Highway Index between January 2020 and the date of the most recent index point published in relation to the date the payment is due to made to the County Council;

“Relevant Library Indexation”

means the amount that the Owner shall pay with and in addition to the Library Contribution paid that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between March 2022 and the date of the most recent index point published in relation to the date the payment is due to made to the County Council;

“RTPI Maintenance Contribution”

Means the sum of £32,535 (thirty two thousand five hundred and thirty five pounds) to which sum the Relevant Highways Indexation shall be added to be used for maintenance of the three real time

passenger information displays on the Henham Road and Hall Road bus stops;

“Secondary Education Contribution”

Means the Secondary Pupil Product multiplied by the cost generator of £23,775 (twenty three thousand seven hundred and seventy- five pounds) and to be spent on the Secondary Education Purpose;

“Secondary Education Purpose”

means the design use (including feasibility work) and / or delivery and / or provision of facilities for the education and/or care of children between the ages of 11 to 19 (both inclusive) including those with special educational needs at Forest Hall School, Stanstead Mountfitchet and/ or education facilities in the vicinity deemed by the County Council as serving the Development including any successor institution or institutions including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Secondary Education Contribution;

“Secondary Pupil Product”

means the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2;

“Secretary of State”

Means the Secretary of State for Levelling Up, Housing and Communities or such other Minister of His Majesty's Government for the time being having or discharging the functions of the Secretary of State for the purposes of the 1990 Act;

“Shared Ownership Lease”

Means a lease in the form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:

- not more than 75% and not less than 10% of the equity (or such other percentages the Council

may agree) shall be initially sold to the purchaser by the Approved Body

- power to the purchaser to increase their ownership up to 100% if they so wish;
- an initial rent not exceeding 2.75% of the value of the equity retained by the Approved Body subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England;

“Shared Ownership Unit”

means an Affordable Housing Unit purchased on a Shared Ownership Lease.

“Site Access Management and Monitoring Measures (SAMMS) (Hatfield Forest SSSI) Contribution”

the sum of nineteen thousand five hundred pounds (£19,500) Index Linked payable to the Council in accordance with Part 6 of Schedule 2 of this Deed to be used by the National Trust in connection with the management and monitoring of the Hatfield Forest Site of Special Scientific Interest (SSSI);

“Sterling Overnight Index Average (SONIA) Rate”

Means an assessment of the rate of interest the Council and or County Council can expect to earn on investments through the British sterling market, the rate used being the average interest rate at which banks are willing to borrow sterling overnight from other financial institutions and other institutional investors and SONIA Rate shall be construed accordingly or such other rate as approved by the County Council or the Council;

“Triggers”

Means when the County Council contributions or part thereof are due to be paid to the County Council;

“Unit Mix”

Means the number of Qualifying Flats and the number of Qualifying Houses and the number of

Dwellings that by definition shall not be counted as Qualifying Flats or Qualifying Houses;

“Working Days”

Means any day from Monday to Friday which is not Christmas Day, Good Friday or a statutory bank holiday;

“Valuer”

Means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity.

2. **ENABLING POWERS AND OBLIGATIONS**

2.1 This Deed is given pursuant to section 106 of the 1990 Act.

2.2 Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by the Council and or the County Council (as appropriate).

3. **OBLIGATIONS UNDERTAKEN BY THE OWNER AND THE DEVELOPER**

3.1 With the intent that the Land (and in relation to Schedule 5 the Off-Site Ecological Enhancement Land) shall be subject to the obligations and restrictions contained in this Deed for the purpose of restricting or regulating the Development and use of the Land (and in relation to Schedule 5 the Off-site Ecological Enhancement Land) so that the provisions of this Deed shall be enforceable against the Owner and the Developer and their successors in title the Owner (and the Developer (subject to Clause 8) hereby undertakes to the Council and the County Council (as appropriate) to observe and comply with the obligations contained in Schedule 2- 5 and PROVIDED THAT the provisions of each part of each Schedule shall only apply and shall be enforceable by the Council and or the County Council (as appropriate) in such circumstances that the appointed Inspector or the Secretary of State states clearly in the decision letter granting the Permission that such obligations are necessary and meet the statutory tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 in accordance with clause 5.7;

3.2 The liability of the Owner or any one or more of them and the Developer under this Deed shall cease once they have parted with their respective interests in the Land (and in relation to Schedule 5 the Off-Site Ecological Enhancement Land) or any relevant part thereof (in which event the obligations of the Owner or the Developer under this Deed shall cease only in relation to that part or those parts of the Land and in relation to Schedule 5 the Off-Site Ecological Enhancement Land which is or are

transferred by them and for the avoidance of doubt once the Owner has transferred all parts of the Land and in relation to Schedule 5 the Off-Site Ecological Enhancement Land owned by the Owner the obligations on that Owner shall cease) but not so as to release any party from liability for any breaches hereof arising prior to the transfer and for the purposes of this Deed any easement covenant or similar right shall not constitute an interest in the Land and in relation to Schedule 5 the Off-Site Ecological Enhancement Land.

4. **PROVISOS AND INTERPRETATION**

- 4.1 No provision of this Deed is intended to be interpreted so as to take effect contrary to law the rights powers duties and obligations of the Council or the County Council in the exercise of any of their statutory functions or otherwise;
- 4.2 The Owner and the Developer have entered into this Deed on the basis that if any provision of this Deed shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall not be affected;
- 4.3 No waiver (whether express or implied) by the Council and or the County Council of any breach or default in performing or observing any of the obligations undertakings or terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and or the County Council (as appropriate) from enforcing any of the said obligations undertakings or terms and conditions or from acting upon any subsequent breach or default;
- 4.4 The Owner and the Developer have entered into this Deed on the basis that the headings in this Deed do not affect its interpretation;
- 4.5 The Owner and the Developer have entered into this Deed on the basis that unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clauses clauses and schedules of this Deed;
- 4.6 The Owner and the Developer have entered into this Deed on the basis that unless the context otherwise so requires:
- 4.6.1 references to the Council the County Council the Owner and the Developer include their respective permitted successors and assigns and in the case of the Council and the County Council shall include the successors to their statutory functions;
- 4.6.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and

4.6.3 references to any gender include both genders.

5. UNDERTAKINGS AND DECLARATIONS

- 5.1 The obligations contained in Schedule 2 to Schedule 5 inclusive shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedule 2 to Schedule 5 (inclusive)) and in the event that the Planning Permission is refused or the Planning Permission is not Implemented and expires the obligations contained in Schedules 2 – 5 shall absolutely cease and determine without further obligation upon the Owner or the Developer or their successors in title;
- 5.2 The obligations contained in Schedule 2 – 5 (inclusive) shall absolutely cease and determine without further obligation upon the Owner or the Developer or their successors in title if the Planning Permission is revoked, quashed, is modified without the consent of the Owner and the Developer expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Planning Permission;
- 5.3 Save as specifically provided in Schedule 2 – 4, nothing in this Deed shall prohibit or limit the right to develop any part of the Land and in relation to Schedule 5 the Off-Site Ecological Enhancement Land in accordance with any planning permission (other than the Planning Permission as defined herein);
- 5.4 The Off-Site Ecological Enhancement Land shall be bound by the obligations in Schedule 5 to this Deed relating to the provision of off-site ecological mitigation only and for the avoidance of doubt no other undertaking in this Deed shall be enforceable against the owners or occupiers of the Off- Site Ecological Enhancement Land;
- 5.5 The Owner and the Developer have entered into this Deed on the basis that the obligations under this Deed shall not be enforceable against:
- 5.5.1 Save for the provisions in paragraph 8 of Part 1 of Schedule 2, or the provisions relating to First Home Owners contained in paragraphs 5 or 6 or 7 of Part 2 of Schedule 2, persons who purchase or take leases of the Dwellings their successors in title chargees mortgagees or receiver of such persons; or
- 5.5.2 a Leaseholder of a Shared Ownership Unit who has staircased to or otherwise acquires 100% ownership or a tenant of an Affordable Housing Unit who exercises the right to acquire or other statutory right or in each case their successors in title;
- 5.5.3 a Mortgagee who has first complied with its duty pursuant to paragraph 11 of Part 2 of Schedule 2 of this Deed;

5.5.4 any statutory undertakers and utilities providers who as part of their undertaking have any interest in the Land nor the mortgagees or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

5.6 This Deed constitutes a Local Land Charge and shall be registered as such.

5.7 The obligations and undertakings on the part of the Owner or the Developer as set out in this Deed shall not apply and shall not be enforceable by the Council and/or the County Council if the Inspector states clearly in the decision letter granting the Planning Permission that such obligations or covenants, or any of them, are inappropriate, unnecessary or otherwise, fail to meet the statutory tests set out in Regulation 122 of the CIL Regulations and/or are secured by or imposed as a planning condition on the Planning Permission PROVIDED THAT if any of the obligations or undertakings are determined by the Inspector to be inappropriate, unnecessary or otherwise fail to meet the statutory test and/or are secured by a planning condition it shall not affect the lawfulness of the balance of the covenants and obligations in this Deed which shall continue to be enforceable.

5.8 The Owner shall pay to the County Council on or before Implementation the County Council Monitoring Fee.

6. **EXCLUSION OF THE 1999 ACT**

6.1 The Owner and the Developer have entered into this Deed on the basis that for the purposes of the 1999 Act that nothing in this Deed shall confer on any third party any right to enforce or any benefit of any term of this Deed.

7. **NOTICES**

7.1 Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this Deed as the address for the receiving party or such other address as shall from time to time be notified by a party to this Deed as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office.

8. **DEVELOPER**

8.1 The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that subject as herein provided the Land (and the Off-Site Ecological Enhancement Land in respect of Schedule 5 only) shall be bound by the obligations contained in this Deed and that any interest the Developer has in the Land shall be subject to this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless it takes possession of the Land or acquires an interest in the Land being more than an option or conditional contract (by exercise

of rights in the agreement (identified in Recital 5) or otherwise) in which case it too will be bound by the obligations as a person deriving title from the Owner .

9. DISPUTE RESOLUTION

- 9.1 In the event that the Council or the County Council does not agree or approve any details, scheme or appraisal submitted to it by the Owner or the Developer for such agreement or approval under the terms of this Deed the Owner or the Developer shall use reasonable endeavours to consult and engage with the Council and or the County Council (as appropriate) and pay regard to any representations made by the Council and or the County Council (as appropriate) in an effort to reach agreement with the Council and or the County Council (as appropriate) for a period of no less than 20 Working Days from receipt of the relevant Council or County Council communication stating that consent, approval or agreement is not given.
- 9.2 In the event that the relevant matter is not approved or agreed within the 20 Working Days period referred to at Clause 9.1 above then the Owner or Developer shall provide to the Council or the County Council a suggested suitable person to act as an independent and suitable person holding appropriate professional qualifications to be appointed to determine the matter and if the Council or the County Council (as appropriate) agrees to the suggested person or does not respond within 5 Working Days the expert is to be the person suggested by the Owner or Developer and the Owner or Developer shall appoint that person to act as an expert and the Owner or Developer accepts and acknowledges that the decision of such an expert shall be final and binding on the Owner or Developer in the absence of manifest error and the Owner or Developer undertakes that it shall carry out the Development in accordance with the matters as determined by the expert PROVIDED THAT if the Council or the County Council notifies the Owner or Developer within 5 Working Days that it does not agree to the suggested person to act as an expert, then if the Owner or Developer and the Council or the County Council cannot agree the identity of the expert within a further period of 5 Working Days the Owner or Developer will refer the appointment of the expert to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert.
- 9.3 In the event that an expert is to be appointed by the Owner or Developer (whether it is the person it suggests or a person identified by the president of the Law Society) pursuant to Clause 9.2 then the Owner or Developer shall ensure that any such expert shall be an independent and fit person of at least 10 years professional experience of the matter in issue holding appropriate professional qualifications.
- 9.4 The terms of reference of the expert appointed by the Owner or Developer to determine a matter shall comprise the following:

9.4.1 the expert shall call for written representations from the parties to the dispute within ten Working Days of a reference to him under this Deed and the parties may within such period also exchange such representations PROVIDED THAT nothing in this Clause 9 shall require the Council or the County Council to participate in such process but it may do so if it so wishes; and

9.4.2 the expert shall provide the Owner or Developer with a written decision (including his reasons) within twenty-eight Working Days of the last date for receipt of counter-representations;

9.5 This Clause 9 does not apply to any disputes in relation to matters of law or the interpretation of this Deed which shall be subject to the jurisdiction of the courts;

9.6 The provision of this Clause shall not affect the ability of the Council or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

10. **JURISDICTION**

10.1 This Deed is to be governed by and interpreted in accordance with the law of England and the courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

11. **SECTION 73 VARIATION**

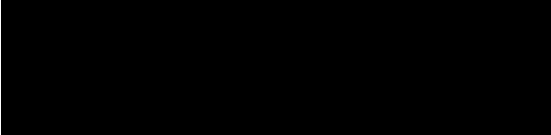
11.1 The Owner and the Developer have entered into this Deed on the basis that in the event that the Planning Inspectorate / Secretary of State or the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions attached to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Permission and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly unless a separate or further deed provides otherwise.

12. **COUNTERPARTS**

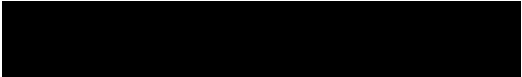
12.1 This Deed may be executed in any number of separate identical counterparts which on completion shall be constructed together as one deed.

IN WITNESS whereof this document has been executed by the Owner and the Developer as a deed hereto in the appropriate manner with the intention of such document being delivered as a deed on (but not before) the date of this Deed the parties hereto have executed this Deed on the day and year first before written.

EXECUTED AS A DEED by
SIR RICHARD NIGEL CHARLES MORDAUNT



in the presence of



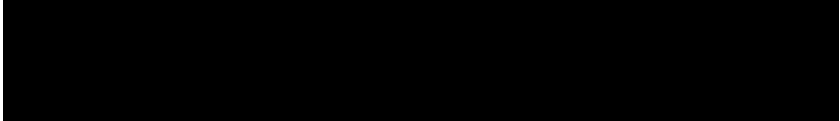
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Witness name

Susan Johanna Rosedale

Witness address



EXECUTED AS A DEED by
DAVID ARTHUR JOHN MORDAUNT



in the presence of



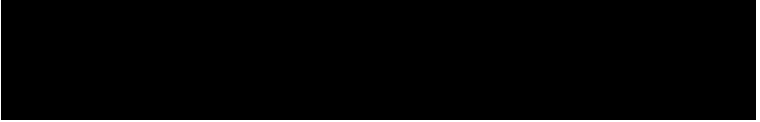
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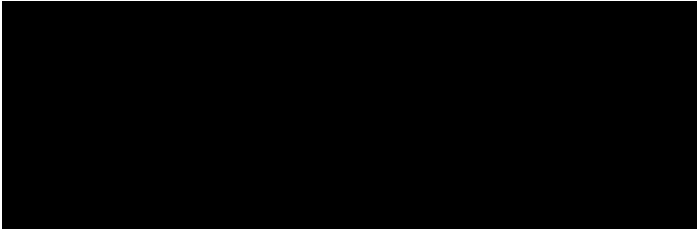
Witness name

Emma waker

Witness address



EXECUTED AS A DEED by
TESSA ANNE NUTTING



in the presence of

Witness signature

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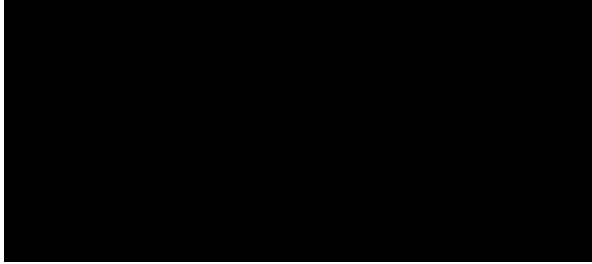
Witness name

Robert Hingley

Witness address

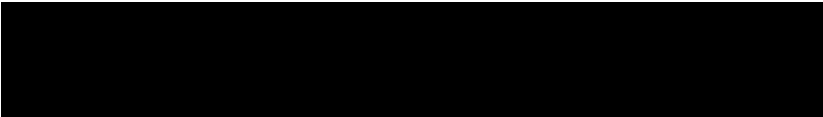


EXECUTED AS A DEED by)
PETER ANTHONY CHARLES)
MORDAUNT)
in the presence of
Witness signature



Witness name

Witness address

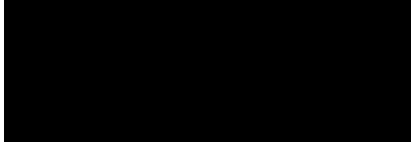


EXECUTED AS A DEED by)
COUNTRYSIDE PROPERTIES (UK))
LIMITED acting by)

Director

Chris Bladon
Name.....

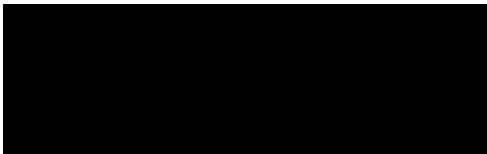
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Director/ Secretary

Steve Pearce
Name.....

Signatur

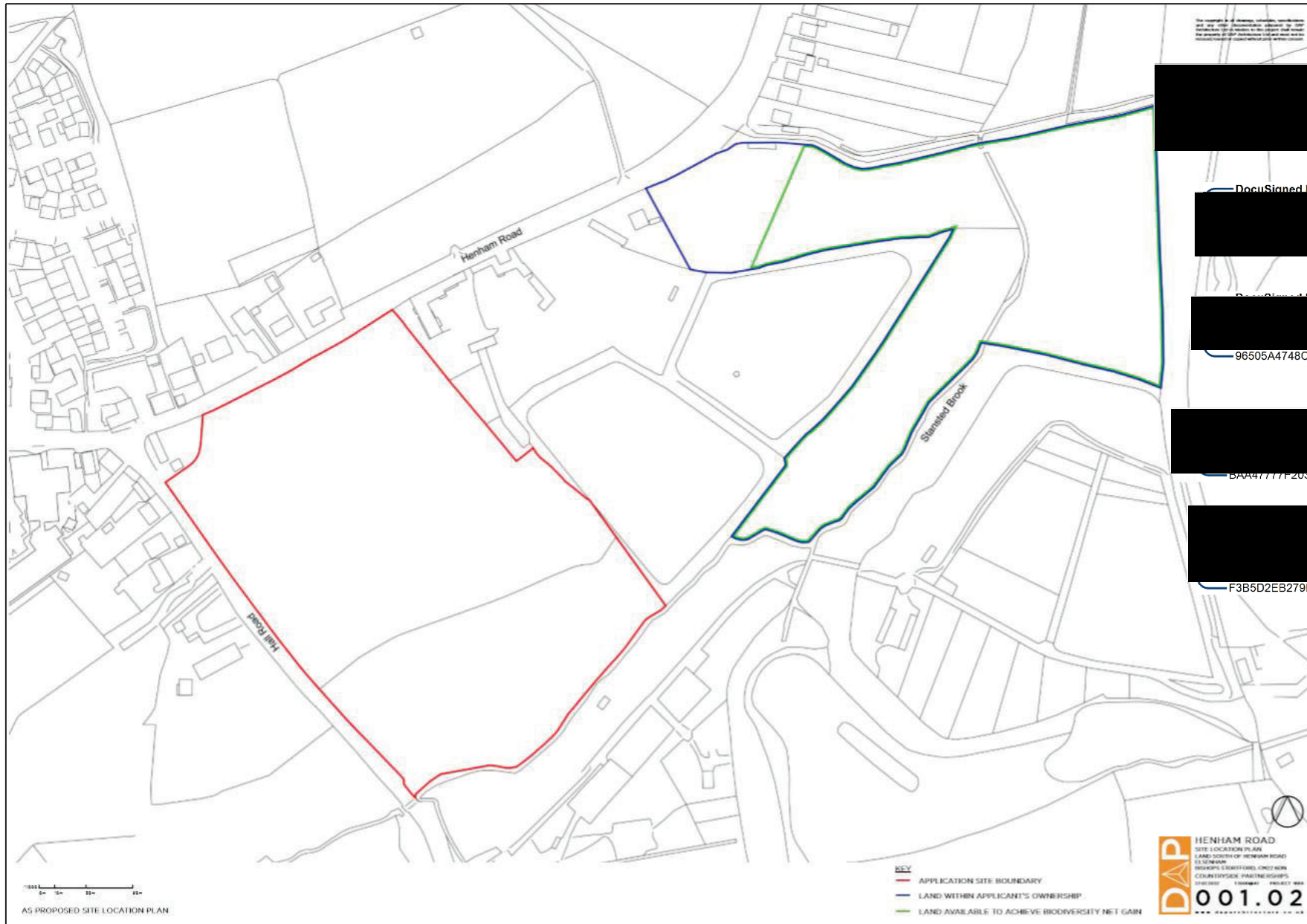


SCHEDULE 1

The Plans

Plan 1 – the land bound by this Deed

Appendix 1b: Site Location Plan and Offsite Biodiversity Net Gain site



SCHEDULE 2

Obligations to the Council

Part 1

AFFORDABLE HOUSING

1. The Affordable Housing Units shall comprise up to 40% of the total of all Dwellings constructed in accordance with the Planning Permission unless otherwise agreed in writing with the Council PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.
2. 5% of the Affordable Housing Units shall be wheelchair accessible unless otherwise agreed in writing with the Council PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.
3. The Affordable Housing Units will be positioned on the Land in separate groups which will not be contiguous and each group will not comprise more than ten (10) Affordable Housing Units unless otherwise agreed in writing with the Council.
4. The tenure mix of Affordable Housing Units will be 70% Affordable Rented Units and 25% First Homes and 5% Shared Ownership Units unless otherwise agreed in writing with the Council.
5. The size, location and tenure of the Affordable Housing Units for any part of the Land is to be agreed between the Council and the Owner prior to Implementation of the Development
6. Not to Occupy the first (1st) Open Market Housing Unit until the Owner has:

EITHER

- 6.1 transferred the Affordable Housing Land (save for the First Homes) to an Approved Body as a freehold estate OR
- 6.2 Completed a binding deed with an Approved Body (proof of which to be supplied to the Council if requested) for the completion of the Affordable Housing Units (save for the First Homes) and the transfer of the Affordable Housing Units (save for the First Homes) and the Affordable Housing Land (save for the First Homes) FOR THE AVOIDANCE OF DOUBT the Owner may complete a binding deed with an Approved Body for the completion and transfer of the Affordable Housing Units (save for the First Homes) and Affordable Housing Land (save for the First Homes) within

the entire Development or for several phases prior to the Implementation of the first phase if they wish.

7. Not to Occupy more than 75% of the Open Market Housing Units in accordance with the Planning Permission until the Affordable Housing Units shall be substantially completed and ready for Occupation and (save for the First Homes) transferred to an Approved Body as a freehold estate (if not already transferred in accordance with paragraph 6 of Part 1 of Schedule 2 above).
8. After the substantial completion of the Affordable Housing Units no Affordable Housing Unit (save for the First Homes) shall be Occupied unless in respect of the Affordable Housing Units concerned there is compliance with the following (which for the avoidance of any doubt does not apply to First Homes):
 - 8.1 Upon completion of the Affordable Housing Units and thereafter the Approved Body will allocate each Affordable Housing Unit to a Nominated Person provided by the Council or the HomeBuy Agent in accordance with the following provisions:
 - 8.1.1 Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of an Affordable Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit wishes to sell his interest of an Affordable Housing Unit the Approved Body will give notice thereof to the Council as regards the Affordable Rented Unit and the HomeBuy Agent as regards the Shared Ownership Unit;
 - 8.1.2 Within twenty (20) Working Days or such other time as is agreed between the Approved Body and the Council of receiving the notice from the Approved Body under the provisions of paragraph 10.1 of this Part 1 of Schedule 2 as regards an Affordable Rented Unit the Council will give details of the Nominated Person for each Affordable Rented Unit to the Approved Body;
 - 8.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 8.1.2 of this Part 1 of Schedule 2 from the Council the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and the Council offer to grant the tenancy of the Affordable Rented Unit to the Nominated Person;
 - 8.1.4 Comply with the requirements of the HomeBuy Agent as to the transfer and lease of any Shared Ownership Unit to the Nominated Person.
 - 8.2 If the Council fails to give details of a Nominated Person under the provisions of paragraph 8.1.2 of this Part 1 of Schedule 2 or the HomeBuy Agent fails to give details

of a Nominated Person the Approved Body shall have the right to grant an Affordable Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit.

- 8.3 Where the Council fails to give details of a Nominated Person under the provisions of paragraph 8.2 of this Part 1 of Schedule 2 or the HomeBuy Agent fails to give details of a Nominated Person and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to paragraph 8.2 of this Part 1 of Schedule 2 the Approved Body may grant a tenancy of an Affordable Rented Unit or a transfer and lease of a Shared Ownership Unit to any person who it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy.
- 8.4 In respect of any of the Affordable Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units the Council shall in accordance with paragraph 8 of this Part 1 of Schedule 2 above be given the sole opportunity by the Approved Body to nominate the Nominated Persons up to a maximum of 75% (seventy-five per cent) of such vacant Affordable Rented Units.
- 8.5 The terms of the tenancy deeds for the Affordable Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of Homes England
9. The Approved Body will not:
 - 9.1 Subject to paragraph 9.2 of this Part 1 of Schedule 2 transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest or long leasehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has acquired 100% of the freehold interest or long leasehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire or other statutory right) to any person firm or company other than an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this Deed;
 - 9.2 Sell let or dispose of any Affordable Housing Unit or allow or permit or suffer any Affordable Housing Unit to be sold let or disposed of other than in accordance with paragraphs 8- 12 of this Part 1 of Schedule 2.
10. The Approved Body will give the Council one month's written notice of the intended transfer of the freehold or leasehold interest in the Land or of any Affordable Housing Unit to another Approved Body for the avoidance of doubt this does not include the transfer of the freehold or leasehold interest in an Affordable Housing Unit to an

occupier of a Shared Ownership Unit or an occupier of an Affordable Rented Unit who has exercised the right to acquire or other statutory right.

11. For the purposes of this paragraph the expression "Mortgagee" shall mean any holder of a mortgage secured upon the Affordable Housing Units and/or the Affordable Housing Land:
 - 11.1 A Mortgagee or a receiver appointed by a Mortgagee may exercise its power of sale of the Affordable Housing Units (or any of them) subject to the provisions of the Housing and Regeneration Act 2008 and paragraph 11.2 of Part 1 of Schedule 2 below provided that a Mortgagee shall first give opportunity for:-
 - 11.2 an Approved Body to purchase the Affordable Housing Land and Affordable Housing Units erected thereon and have given written notice to the Council at the start of the said period of the name and address of the Approved Body that has been given the opportunity (such purchase to be subject to the provisions of this Part 1 of Schedule 2 of this Deed) for a period of one month; and
 - 11.3 the Council to purchase the Affordable Housing Land and Affordable Housing Units erected thereon for a further period of two months (provide that any reduced period may be agreed in writing with the Council); and
 - 11.4 then on expiration of both periods referred to above the Mortgagee may dispose of such part of the Affordable Housing Land and Affordable Housing Units erected thereon free from the provisions of this Part 1 of Schedule 2 to the extent necessary to satisfy the sum outstanding under the mortgage and all costs incurred by the Mortgagee but the remaining part of the Affordable Housing Land and Affordable Housing Units erected thereon shall remain subject to the provisions of this Part 1 of Schedule 2 and may only be sold subject to those provisions.
12. If the Affordable Housing Units are vested or transferred to another provider pursuant to a proposal made by Homes England pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Deed shall continue (notwithstanding paragraph 11 of Part 1 of Schedule 2 above) in respect of such other provider.
13. Should Homes England be abolished and its functions not be replaced by any other statutory body UDC shall fulfil the functions of the HomeBuy Agent.

Part 2

FIRST HOMES

1. Paragraph 4 of this Part 2 of Schedule 2 shall not apply to a First Homes Owner;
2. Paragraphs 5 and 6 of this Part 2 of Schedule 2 apply as set out therein, save that where a First Home is owned by a First Homes Owner they shall apply to a First Homes Owner, but only in respect of the relevant First Home owned by that First Homes Owner; and
3. Paragraph 7 of this Part 2 of Schedule 2 applies as set out therein.

4. QUANTUM OF FIRST HOMES

- 4.1 The Affordable Housing Units identified as First Homes pursuant to paragraph 5 of Part 1 of Schedule 2 shall be provided and retained as First Homes in perpetuity subject to the terms of this Part 2 of Schedule 2.

5. DELIVERY MECHANISM

- 5.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - 5.1.1 the Eligibility Criteria (National); and
 - 5.1.2 the Eligibility Criteria (Local) (if any);
- 5.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 5.1.2 of Part 2 of Schedule 2 shall cease to apply;
- 5.3 Subject to paragraphs 5.6 to 5.10 of Part 2 of Schedule 2, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee;
- 5.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:
 - 5.4.1 The Council has been provided with evidence that:
 - 5.4.2 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 5.2 of Part 2 of Schedule 2 applies meets the Eligibility Criteria (Local) (if any)

5.4.3 the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

5.4.4 the transfer of the First Home includes:

- a) a definition of the "Council" which shall be Uttlesford District Council;
- b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clauses of the S106 Unilateral Undertaking a copy of which is attached hereto as the Annexure."

- c) A definition of "S106 Unilateral Undertaking" means the deed made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made by (1) the Owners and (2) the Developer to (3) the Council and (4) the County Council
- d) a provision that the property is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions;
- e) a copy of the First Homes Provisions in an annexure;

5.4.5 The Council has issued the Compliance Certificate;

5.5 On the first Disposal of each and every First Home the Owner shall apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition";

5.6 The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

- 5.6.1 the Dwelling has been actively marketed as a First Home for three (3) months in accordance with Clauses 5.1 and 5.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 5.3 and 5.4.1 of Part 2 of Schedule 2; or
- 5.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 5.6.1 of Part 2 of Schedule 2 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship;
- 5.7 Upon receipt of an application served in accordance with paragraph 5.6 of Part 2 of Schedule 2 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price;
- 5.8 If the Council is satisfied that either of the grounds in paragraph 5.6 of Part 2 of Schedule 2 above have been made the relevant Dwelling may be Disposed of:
 - 5.8.1 to the Council at the Discount Market Price; or
 - 5.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home;

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 5.10 of Part 2 of Schedule 2 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is Disposed of other than as a First Home;

- 5.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 5.6 of Part 2 of Schedule 2 above have been made out and does not serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home, and the timescale) then the owner of the First Home has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 5.6 of Part 2 of Schedule 2 following which the Council shall within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home and if the Council fails to serve such notice then it shall be deemed to have been served;
- 5.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 5.8 or 5.9 of Part 2 of Schedule

2 above the owner of the First Home shall pay to the Council forthwith upon receipt of the sale proceeds the Additional First Homes Contribution;

5.11 Any person who purchases a First Home free of the restrictions in this Part 2 of Schedule 2 pursuant to the provisions in paragraphs 5.9 and 5.10 of Part 2 of Schedule 2 shall not be liable to pay the Additional First Homes Contribution to the Council.

6. **USE**

6.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of otherwise than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 6.2 – 6.4 of Part 2 of Schedule 2 below;

6.2 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years;

6.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The obligations in this paragraph 6.3 of Part 2 of Schedule 2 are given on the basis that the Council shall not unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

- f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person;

- 6.4 A letting or sub-letting permitted pursuant to paragraph 6.1 or 6.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting;
- 6.5 Nothing in this paragraph 6 of Part 2 of Schedule 2 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

7. **FIRST HOME MORTGAGEE EXCLUSION**

- 7.1 The obligations in paragraphs 3-6 of this Part 2 of Schedule 2 of this Deed in relation to First Homes shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such First Homes Mortgagee or Receiver PROVIDED THAT:
 - 7.2 such First Homes Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
 - 7.3 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the First Homes Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 7.4 of Part 2 of Schedule 2;
 - 7.4 following the Disposal of the relevant First Home the First Homes Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution;
 - 7.5 following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 7.5.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 5.5 of Part 2 of Schedule 2; and
 - 7.5.2 apply all such monies received towards the provision of Affordable Housing.

Part 3

PUBLIC OPEN SPACE

1. Prior to first Occupation of the Development to submit the Public Open Space Management Scheme to the Council and not to allow or permit the first Occupation of the Development until the Public Open Space Management Scheme has been submitted to the Council and the Council has approved the Public Open Space Management Scheme in writing.
 - 1.1 To amend the Public Open Space Management Scheme only with the Council's written consent.
 - 1.2 To provide the LAP fully constructed, completed and available for safe and immediate public use prior to first Occupation of the final Dwelling and not to allow or permit the first Occupation of the final Dwelling until the LAP has been so provided.
 - 1.3 To provide the Public Open Space fully constructed, completed and available for safe and immediate public use prior to first Occupation of the final Dwelling and not to allow or permit the first Occupation of the final Dwelling until the Public Open Space have been so provided.
 - 1.4 To keep the Public Open Space (including the LAP) open, and available for public recreational use until transfer to the Management Company.
 - 1.5 Following the transfer of the Public Open Space to the Management Company in accordance with the provisions of paragraph 1.13 of this Part 3 of Schedule 2, the Management Company shall be responsible for maintaining the entire Public Open Space (including any parts of the Public Open Space which has been retained by the Owner for access to any part of the Land) in accordance with the approved Public Open Space Management Scheme.
 - 1.6 Not to first Occupy any Open Market Housing Unit until a Management Company has been formed and the Owner has provided evidence of the formation of the Management Company to the Council (including a certified copy of the Memorandum and Articles of Association of the Management Company).
 - 1.7 Not to wind up the Management Company or substantially alter its constitution without the prior written consent of the Council.
 - 1.8 The Owner will procure that the owner of each Dwelling (save for any Affordable Rented Units) covenants substantially in the form set out below (or in such other form as agreed in advance by the Council in writing) with the Management Company and that such covenants are contained in relevant disposal documents:

- 1.8.1 to pay the estimated Estate Service Charge (or an appropriate proportion of it in respect of the payment due on the date of the completion of the disposal) to the Management Company in advance of the Estate Service Charge payment date or if later immediately on receipt of a demand for payment from the Management Company; and
- 1.8.2 immediately on receiving any further Estate Service Charge demand, to pay to the Management Company any shortfall between the estimated Estate Service Charge paid and the amount of the Estate Service Charge set out in any further demand;
- 1.8.3 not to dispose (other than by way of mortgage or assured shorthold tenancy) of the Dwelling save for Affordable Rented Units unless the dispone enters into and delivers direct to the Management Company a direct covenant with the Management Company in the form set out at this paragraph 1.8 of Part 3 to Schedule 2.
- 1.8.4 to procure that an application is made to the Land Registry for entry of a restriction onto the register of the title of each Dwelling (save for Affordable Rented Units) comprised in the Development in standard form L in Schedule 4 of the Land Registration Rules 2003 namely

"no disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of paragraph [the provisions referred to at paragraph [] above] of the transfer dated [] and made between [] (1) and [] (2) have been complied with or that they do not apply to the disposition]

- 1.9 The Owner shall maintain the Public Open Space for the Maintenance Period and shall transfer the Public Open Space to the Management Company free of incumbrances (other than as set out below) but for the avoidance of doubt the transfer shall;
 - 1.9.1 be a transfer of the entire freehold interest of the Public Open Space and LAP and the (SAVE FOR any part of the Public Open Space required by the Owners for access to any part of the Land at the Owner's absolute discretion);
 - 1.9.2 be free from any pre-emption or option agreement;
 - 1.9.3 be free from any mortgage, charge, lien or other such incumbrance;
 - 1.9.4 include all usual and necessary rights of way with or without vehicles;

- 1.9.5 be subject to rights of access to the public in perpetuity;
- 1.9.6 reserve any usual and necessary rights to use existing services and to lay and use new roads and services together with any rights of entry to inspect, repair, renew, cleanse and maintain the same along with rights of entry for maintenance and repair of adjoining land and premises;
- 1.9.7 not require consideration in excess of one pound (£1) for all 3 areas;
- 1.9.8 contain covenants by the Management Company in favour of the Council and
- 1.9.9 pursuant to Section 33 of the Local Government (Miscellaneous provisions) Act 1982 to the effect that the Management Company shall maintain, repair, replace as necessary and generally manage the Public Open Space and LAP in strict accordance with the Management Scheme and the principles of good estate management to the intent that the Public Open Space and LAP remains fit for purpose and available for safe use by the public in perpetuity;
- 1.9.10 include provisions securing the sole use of the Public Open Space for the recreational enjoyment of the public as amenity open space; and
- 1.9.11 to include a declaration that no area of the Public Open Space is dedicated as public highway or public footpaths other than those public footpaths already existing that are been retained on the Land nor that any use by the public of any part of the Public Open Space shall be taken in any way as an intention by the Owner to dedicate the same as highway.

Part 4

Community Hall Contribution

- 1. The Owner shall pay the Community Hall Contribution to the Council in the following instalments:
 - 1.1 50% of the Community Hall Contribution prior to the Occupation of 50% of the Dwellings ; and
 - 1.2 the residual 50% of the Community Hall Contribution prior to the Occupation of the final Dwelling;
 - 1.3 The Owner shall not permit or allow the Occupation of more than 50% of the Dwellings until 50% of the Community Hall Contribution has been paid to the Council and shall not permit or allow the first Occupation of the final Dwelling until the residual 50% of the Community Hall Contribution has been paid to the Council.

Part 5

HEALTH CARE CONTRIBUTION

1. The Owner shall pay the Health Care Contribution to the Council in the following instalments:
 - 1.1 50% of the Health Care Contribution prior to the Occupation of 50% of the Dwellings; and
 - 1.2 the residual 50% of the Health Care Contribution prior to the Occupation of the final Dwelling.
 - 1.3 The Owner shall not permit or allow the Occupation of more than 50% of the Dwellings until 50% of the Health Care Contribution has been paid to the Council and shall not permit or allow the Occupation of the final Dwelling until the residual 50% of the Health Care Contribution has been paid to the Council.

Part 6

SITE ACCESS MANAGEMENT AND MONITORING MEASURES (SAMMS) (HATFIELD FOREST SSI CONTRIBUTION)

1. The Owner shall pay the Site Access Management and Monitoring Measures (SAMMS) (Hatfield Forest SSI) Contribution to the Council prior to the Occupation of 50% of the Dwellings and shall not Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the Site Access and Management and Monitoring Measures (SAMMS) (Hatfield Forest SSI) Contribution has been paid in full.

Part 7

OFF- SITE ECOLOGICAL ENHANCEMENT

1. There shall be no Occupation of the Development unless and until an Off-Site Ecology Mitigation Scheme has been submitted to and approved in writing by the Council and Owner

SCHEDULE 3

Obligations to the County Council

The Owner undertakes to the County Council as set out in this Schedule:

Part 1

EDUCATION CONTRIBUTION

1. The Owner undertakes to the County Council to:
 - 1.1 Pay twenty five percent (25%) of the Education Contribution to the County Council prior to the first Occupation of the Development and not to first Occupy or permit the Occupation of the Development until twenty five percent (25%) of the Education Contribution have been received by the County Council;
 - 1.2 Pay a further fifty percent (50%) of the Education Contribution to the County Council prior to first Occupation of 25% of the Dwellings and not to allow and or cause first Occupation of more than 25% of the Dwellings until fifty percent (50%) of the Education Contribution has been received by the County Council;
 - 1.3 Pay a final twenty five percent (25%) of the Education Contribution to the County Council prior to first Occupation of 75% of the Dwellings and not to allow and or permit the first Occupation of more than 75% of the Dwellings until a further twenty five percent (25%) of the Education Contribution has been received by the County Council and thus 100% of the Education Contribution has been paid to the County Council;
2. To serve on the County Council the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to the County Council under this Deed stating the date that such payment becomes due ;
3. To serve on the County Council the Completion Notice within 30 Working Days of all Dwellings being Occupied for the first time stating the date that the last Dwelling was Occupied for the first time ;
4. To serve on the County Council notice of Occupation of the first Dwelling within 1 (one) month thereof and on a 6 (six) monthly basis thereafter indicating the Unit Mix of Occupied Dwellings the Unit Mix of Dwellings that are completed but not Occupied the Unit Mix of Dwellings that are under construction and the Unit Mix of Dwellings where construction work has yet to start at the time the notice is served;
5. The Notice of Commencement shall in addition to that information stipulated in paragraph 2 to this Deed state the Unit Mix and in the event that the Unit Mix

constructed or to be constructed should at any time differ from the Unit Mix notified to the County Council then the Owner shall serve on the County Council a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Owner fails to serve any notice set out in this Paragraph 3- 6 of this Part 1 of Schedule 3 the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably;

5.1 The Payment Notice shall state the Unit Mix on which the payment is to be based;

5.2 The Completion Notice shall state the final Unit Mix;

6. It is hereby agreed and declared:

6.1 In the event that the Education Contribution is paid later than the dates set out in paragraph 1 of this Part 1 of Schedule 3 above then the amount of the Education Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date of Implementation and the Education Index Point prevailing at the date of actual payment multiplied by the Education Contribution due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the SONIA Rate from the date of Implementation until the date payment of the Education Contribution is received by the County Council;

7. In addition to the requirement of 6.1 of this Part 1 of Schedule 3 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owner hereby covenants to pay to the County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) plus the Relevant General Indexation for each and every letter sent to the Owner or Developer pursuant to the debt;

8. The County Council may utilise up to two percent (2%) of the total amount of the Education Contribution to a maximum of two thousand pounds sterling (£2,000) to which the Relevant General Indexations shall be added for the purposes of monitoring and managing the administration of the Education Contribution and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definition of use of the Education Contribution.

9. In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Owner hereby undertakes to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between

the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribution.

10. Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in paragraph 5 of this Part 1 of Schedule 3 and shall clearly state the grounds on which the expenditure is disputed.
11. In the event that the Education Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part

Part 2

LIBRARY CONTRIBUTION

1. The Owner hereby undertakes to the County Council:
 - 1.1 To pay the Library Contribution to the County Council prior to the first Occupation of 50% of the Dwellings and not to allow first Occupation of more than 50% of the Dwellings unless and until the Library Contribution has been paid in full to the County Council;
 - 1.2 In the event that the Library Contribution is paid later than date set out in paragraph 1.1 of this Part 2 of Schedule 3 then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date of Implementation the Library Index Point prevailing at the date of actual payment multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council;
 - 1.3 In addition to the requirement of 1.2 of this Part 2 of Schedule 3 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owner hereby covenants to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50).

- 1.4 It is hereby agreed and declared that In the event that the Library Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part.

Part 3

BUS SERVICE CONTRIBUTION

1. The Owner hereby undertakes to the County Council:
 - 1.1 To pay the Bus Service Contribution to the County Council prior to first Occupation of 50% of the Dwellings and not to allow or permit the first Occupation of more than 50% of the Dwellings unless and until the Bus Service Contribution has been paid in full to the County Council;
 - 1.2 In the event that the Bus Service Contribution is paid later than the date set out in paragraph 1.1 of this Part 3 of Schedule 3 then the amount of the Bus Service Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Bus Service Index between the Bus Service Index Point prevailing at the date of Implementation the Bus Service Index Point prevailing at the date of actual payment multiplied by the Bus Service Contribution due or if greater an amount pertaining to interest on the Bus Service Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Bus Service Contribution is received by the County Council;
 - 1.3 In addition to the requirement of 1.2 of this Part 3 of Schedule 3 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owner hereby covenants to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50).
 - 1.4 It is hereby agreed and declared in the event that the Bus Service Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part.

Part 4

RESIDENTIAL TRAVEL PLAN AND TRAVEL INFORMATION PACK

In this Part 4 of Schedule 3 unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Annual Traffic Counts means the collection of travel data from all entry and exit points to the Development including pedestrian and cycle routes leading to a service or amenity where a lower traffic generation rate has been agreed based on the fact that there will be travel planning measures in place to reduce the modal share travelling by car;

Framework Travel Plan means the framework travel plan submitted with the Planning Application appended at Appendix 1 of this Deed;

Relevant Sustainable Travel Indexation means the amount that the Owner shall pay with and in addition to each part of the Residential Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Residential Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Sustainable Travel Index Point pertaining to April 2022 and the date payment is made to the County Council

Residential Travel Information Pack means a specific district or borough tailor-made booklet aimed at promoting the benefits of Highway Works in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel and shall contain the following:

- (a) guidance and promotional material on the use of sustainable modes of travel;
- (b) details on walking, cycling, trains, buses, park & ride, taxis, car sharing, car clubs, electric vehicles, school transport and personalised journey planning services;
- (c) reference to travel websites, resources and support services for each mode of travel, information provided by the County Council and the Council;
- (d) details of local travel campaigns and networking/support groups; and
- (e) to include the Travel Vouchers.

Residential Travel Plan means a working plan drafted in accordance with the Framework Travel Plan to include all measures to ensure sustainable means of travel are available to residents of the Development in accordance with the requirements of the National Planning Policy Framework and shall include but not be limited to such Residential Travel Plan Measures as stated in the Residential Travel Plan and amended and supplemented from time to time under the provisions of this Deed and the Annual Traffic Counts reviews;

Residential Travel Plan Co-Ordinator means a member of staff appointed by the Owner with appropriate skills and budgetary provision and resources to fulfil the role of the Residential Travel Plan Co-ordinator as described in the job description(s) stated in the Residential Travel Plan;

Residential Travel Plan Monitoring Fee means a non-refundable annual payment of £1,596 (one thousand five hundred and ninety- six pounds sterling) plus Relevant Sustainable Travel Indexation payable towards the monitoring by the County Council of the implementation of the Residential Travel Plan to ensure that (a) monitoring is conducted in line with Residential Travel Plan monitoring protocols and (b) the Residential Travel Plan remains an "active" document with the overarching aim to secure a modal shift from the private car and increase the number of people using sustainable modes of travel;

Sustainable Travel Index means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council.

Sustainable Travel Index Point means a point shown on the Sustainable Travel Index indicating a relative cost the date of this Deed.

Travel Vouchers means tickets, passes, vouchers or other means of accessing transport or journey planning information as agreed with the County Council including the following as a minimum:

(a) one season bus ticket voucher or carnet for each eligible member of the household and/or incentives for rail travel with the local rail operator for each eligible member of the household in the sum of £100 per household; and

(b) access to an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information.

1. The Owner hereby undertakes to the County Council:
 - 1.1 Prior to the first Occupation of the Development to formulate and submit to the County Council for approval a Residential Travel Plan and not to cause or allow first Occupation of the Development prior to the Residential Travel Plan being approved in writing by the County Council;
 - 1.2 to appoint a Residential Travel Plan Co-ordinator prior to first Occupation of the Development and not to cause or allow Occupation of the Development prior to the appointment of a Residential Travel Plan Co-ordinator and to notify the County Council of the identity and contact details of the Residential Travel Plan Co-ordinator as soon as an appointment is confirmed;

- 1.3 to continue to employ a Residential Travel Plan Co-ordinator for the period until a minimum of one year after the final Occupation of the Development and in the event of a vacancy occurring in the post during that period to re-appoint within a maximum period of two months of the vacancy occurring and to notify the County Council as soon as the appointment is confirmed;
- 1.4 to use all reasonable endeavours to ensure that the Residential Travel Plan Co-ordinator fulfils their duties in accordance with the duties specified in the job description of the Residential Travel Plan Co-ordinator stated in the approved Residential Travel Plan;
- 1.5 not to change the responsibilities or role of the Residential Travel Plan Co-ordinator without prior written approval of the County Council;
- 1.6 to implement the Residential Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Residential Travel Plan for a period of one year after the final Occupation of the Development;
- 1.7 to pay the first annual Residential Travel Plan Monitoring Fee to the County Council prior to first Occupation of the Development and not to allow first Occupation of the Development until the Travel Plan Monitoring Fee has been paid to the County Council and in the case of late payments interest will be payable by the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
- 1.8 to pay the annual Residential Travel Plan Monitoring Fee to the County Council on each subsequent anniversary following the first annual payment until one year after the final Occupation of the Development and in the case of late payments interest will be payable by the Developer and or the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
- 1.9 to submit raw data collected as part of the Annual Traffic Count no later than two months from completion of the Annual Traffic Count to which the data relates; and
- 1.10 in the event that any of the Annual Traffic Counts and the targets are not carried out by the Owner pursuant to the Residential Travel Plan the County Council shall on written notice to the Owner be entitled to conduct such Annual Traffic Counts as are necessary to discharge the requirements of the Residential Travel Plan and furthermore on receipt of an appropriate invoice or request for payment from the County Council acting reasonably the Owner hereby agrees to pay the costs arising from such surveys.

Part 5

TRAVEL INFORMATION PACKS

1. The Owner further hereby undertake to the County Council :
 - 1.1 to submit a draft Residential Travel Information Pack to the County Council for written approval prior to first Occupation of a Dwelling and not to cause or allow first Occupation of a Dwelling prior to the Residential Travel Information Pack being submitted to and approved in writing by the County Council;
 - 1.2 to provide the first Occupier of each Dwelling with an approved Residential Travel Information Pack prior to Occupation of any Dwelling and not to cause or permit Occupation of any Dwellings on the Development unless and until the Owner has provided the first occupiers with an approved Residential Travel Information Pack at the expense of the Owner; and
 - 1.2 to confirm the contact details of Residential Travel Plan Co-ordinator to the County Council within one month of the appointment having been made.

Part 6

CAR CLUB

"Car Club" means a club operated by a Car Club Operator which Occupiers may join and which makes no fewer than one car provided by the Car Club Operator available to hire by members;

"Car Club Credit" means a credit to the value of £50 towards the cost to the end-user Occupier of the use of cars made available by the Car Club;

"Car Club Negotiation Notice" means the notice to be served by the Owners on the County Council pursuant to paragraph 1.1 of this Part 6 of Schedule 3, which shall indicate that the Car Club Negotiation Period has begun;

"Car Club Negotiation Period" means a period of six months starting with the service by the Owner on the County Council of the Car Club Negotiation Notice;

"Car Club Operator" means a company that is accredited by CoMoUK (charity registration number 1093980) to operate a car club or such other company operating a car club as may be agreed between the Owner and the County Council;

"Car Club Spaces" means two car parking spaces (all to be equipped with electric vehicle charging points);

“Travel Plan Period” means the period one year following the final Occupation of the Development

1. The Owner undertakes to the County Council:
 - 1.1 to serve on the County Council the Car Club Negotiation Notice no later than six months prior to first Occupation of the first Dwelling (but no earlier than the Implementation Date);
 - 1.2 thereafter and prior to the first Occupation of the first Dwelling to use reasonable endeavours to:
 - (a) establish a Car Club; or
 - (b) extend an existing Car Club,
 - 1.3 For the avoidance of doubt, the use of reasonable endeavours in this case shall include liaison with no fewer than three Car Club Operators (or fewer where reasonably proved to be fewer available), the Council and the County Council during the Car Club Negotiation Period;
 - 1.4 to provide to the County Council reasonable evidence of the use by the Owners of reasonable endeavours pursuant to paragraph 1.3 of this Part 6 of Schedule 3 prior to first Occupation of the first Dwelling;
 - 1.5 subject to a Car Club being established pursuant to paragraph 1.2 of this Part 6 of Schedule 3 to:
 - 1.5.1 advertise the Car Club to Occupiers for the Travel Plan Period or, if earlier, up to the point that the Car Club ceases to operate;
 - 1.5.2 provide the Car Club Spaces prior to Occupation of the first Dwelling or as agreed in writing by the County Council and thereafter to safeguard those Car Club Spaces for use by the Car Club for as long as the Car Club is operational;
 - 1.5.3 make available two free memberships of the Car Club per Dwelling for a period of two years from the first Occupation of the relevant Dwelling; and
 - 1.5.4 make available on first Occupation of each Dwelling one Car Club Credit in respect of that Dwelling at no cost to the Occupiers of that Dwelling.
2. In the event that the Owner have been unable to establish a Car Club in accordance with paragraph 1 above, the Owner shall serve on the County Council a second Car Club Negotiation Notice prior to Occupation of 100 Dwellings and :

3. In the event that the Owner have been unable to establish a Car Club in accordance with paragraph 1 above, the Owner shall serve on the County Council a second Car Club Negotiation Notice prior to first Occupation of 100 Dwellings and
4. thereafter and prior to the first Occupation of 100 Dwellings to use reasonable endeavours to
 - 4.1 establish a Car Club; or
 - 4.2 extend an existing Car Club; and
5. For the avoidance of doubt, the use of reasonable endeavours in this case shall include liaison with no fewer than three Car Club Operators, the Council and the County Council during the second Car Club Negotiation Period;
6. to provide to the County Council reasonable evidence of the use by the Owner of reasonable endeavours pursuant to paragraph 4 prior to first Occupation of 100 Dwellings;
7. subject to a Car Club being established pursuant to paragraph 4 to:
 - 7.1 advertise the Car Club to all existing and new Occupiers of the Development for the duration of the Travel Plan Period or, if earlier, up to the point that the Car Club ceases to operate;
 - 7.2 provide the Car Club Spaces prior to first Occupation of the 100th Dwelling or as agreed in writing by the County Council and thereafter to safeguard those Car Club Spaces for use by the Car Club for as long as the Car Club is operational;
 - 7.3 make available two free memberships of the Car Club per Dwelling for a period of two years from the first Occupation of the relevant Dwelling; and
 - 7.4 make available on first Occupation of each Dwelling one Car Club Credit in respect of that Dwelling at no cost to the Occupiers of that Dwelling:

SCHEDULE 4

HIGHWAY WORKS, HIGHWAY WORKS CONTRIBUTION, COOPERS END AND HALL ROAD CAPACITY CONTRIBUTION and RTPPI MAINTENANCE CONTRIBUTION

1. The Owner undertakes to the County Council:
 - 1.1 to enter into a Highway Works Agreement for the Highway Works prior to commencing the Highways Works or such other timescale as shall be agreed in writing with the County Council PROVIDED THAT in the event that any part of the Highway Works cannot reasonably be provided on the adopted public highway then the Highway Works Agreement shall not incorporate such part of the Highway Works;
 - 1.2 Subject to paragraph 1.1 of this Schedule 4, to complete the Highway Works in accordance with the Highway Works Agreement prior to first Occupation of any Dwellings and not to first Occupy allow cause or permit to be first Occupied any Dwellings on the Development unless and until the Highway Works have been properly completed with all due diligence in accordance with the Highway Works Agreement and the relevant certificate confirming such completion has been issued under the provisions of the Highway Works Agreement and the Highway Works are thereafter available for safe and immediate public use in accordance with the Highway Works Agreement;
2. The Owner hereby undertakes to the County Council:
 - 2.1 to pay the Highway Works Contribution, Coopers End and Hall Road Capacity Contribution and the RTPPI Maintenance Contribution to the County Council prior to first Occupation of any Dwellings on the Development and not to cause permit or allow first Occupation of any Dwellings on the Development unless and until the Highway Works Contribution, Coopers End and Hall Road Capacity Contribution and the RTPPI Maintenance Contribution have been paid to the County Council in full (100%);
 - 2.2 In the event that the Highway Works Contribution, Coopers End and Hall Road Capacity Contribution and the RTPPI Maintenance Contribution are paid later than dates set out in paragraph 2.1 above of this Schedule 4 then the amount of the Highway Works Contribution, Coopers End and Hall Road Capacity Contribution and the RTPPI Maintenance Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Highway Index between the Index Point prevailing at the date the payment is due and the Index Point prevailing at the date of actual payment to the County Council multiplied by the Highway Works Contribution, Coopers End and Hall Road Capacity Contribution and the RTPPI Maintenance Contribution due or if greater an amount pertaining to interest on the Highway Works Contribution, Coopers End and Hall Road Capacity Contribution and the RTPPI Maintenance Contribution (or the

part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Highway Works Contribution, Coopers End and Hall Road Capacity Contribution and the RTPI Maintenance Contribution are received by the County Council;

- 2.3 In addition to the requirement of paragraph 2.2 of this Schedule 4 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owner hereby undertakes to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt.
- 2.4 In the event that the Highway Works Contribution, Coopers End and Hall Road Capacity Contribution and the RTPI Maintenance Contribution are overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part.

SCHEDULE 5

Off-Site Ecological Enhancement

From the Implementation Date the Off- Site Ecological Enhancement Land shall be used in accordance with the approved Off-Site Ecology Mitigation Scheme and shall not be used for any purpose which conflicts with the approved Off-Site Ecology Mitigation Scheme

APPENDIX 1
Framework Travel Plan



COUNTRYSIDE PROPERTIES PLC

LAND SOUTH OF HENHAM ROAD, ELSENHAM

FRAMEWORK RESIDENTIAL TRAVEL PLAN

**REPORT REF.
2008170-07**

July 2022

HEAD OFFICE: 3rd Floor, The Hallmark Building, 52-56 Leadenhall Street, London, EC3M 5JE **T** | 020 7680 4088

ESSEX: 1 - 2 Crescent Court, Billericay, Essex, CM12 9AQ **T** | 01277 657 677

KENT: Suite 10, Building 40, Churchill Business Centre, Kings Hill, Kent, ME19 4YU **T** | 01732 752 155

MIDLANDS: Office 3, The Garage Studios, 41-43 St Mary's Gate, Nottingham, NG1 1PU **T** | 0115 697 0940

SOUTH WEST: City Point, Temple Gate, Bristol, BS1 6PL **T** | 0117 456 4994

SUFFOLK: Suite 110, Suffolk Enterprise Centre, 44 Felaw Street, Ipswich, IP2 8SJ **T** | 01473 407 321

Email: [REDACTED]

**LAND SOUTH OF HENHAM ROAD, ELSENHAM
FRAMEWORK RESIDENTIAL TRAVEL PLAN**

**2008170-07
July 2022**

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**LAND SOUTH OF HENHAM ROAD, ELSENHAM
FRAMEWORK RESIDENTIAL TRAVEL PLAN****2008170-07
July 2022****Document Control Sheet**

REV	ISSUE PURPOSE	AUTHOR	CHECKED	APPROVED	DATE
-	Draft	TP	FM	DRAFT	31.03.22
-	Final for Planning Submission	TP	FM	IW	29.07.22

Distribution

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**LAND SOUTH OF HENHAM ROAD, ELSENHAM
FRAMEWORK RESIDENTIAL TRAVEL PLAN**

**2008170-07
July 2022**

1. Introduction

- 1.1. Ardent Consulting Engineers (ACE) has been appointed by Countryside Properties PLC to prepare a Framework Residential Travel Plan in respect of a planning application for land South of Henham Road, Elsenham, which is proposed to be redeveloped for residential use.
- 1.2. This Travel Plan (TP) has been prepared to accompany an outline planning application submission to the Planning Inspectorate for England (PINS). The site lies within the local authority area of Uttlesford District Council (UDC). Essex County Council (ECC) is the local highway authority responsible for roads in the surrounding area. This report has been written in line with ECC Travel Plan Guidance.
- 1.3. This TP has been produced to support the proposals to construct a residential development comprising of 130 units. The latest masterplan for the proposal is show at **Appendix A** for reference.
- 1.4. A **Transport Assessment** (TA) has been prepared by ACE (**Report Reference 2008170-04**) to accompany the planning application. The TA assesses and identifies the change in traffic conditions associated with the proposals, including the predicted number of person trips by all modes of transport. It identifies appropriate transport infrastructure to support the development. Accordingly, where relevant, this TP refers to the findings of the TA.
- 1.5. This TP has been prepared in accordance with the latest government advice and current best practices, with the aim of promoting the use of sustainable and active modes of travel for journeys to / from the site. It is primarily aimed at residents of the proposed development but may also have a positive effect on the travel choices of visitors.

Scope of Report

- 1.6. This TP has been produced to set out a range of measures and incentives to facilitate and encourage all users of the site to utilise sustainable modes of travel wherever possible. It also identifies associated procedures for implementation and monitoring, along with suitable targets to ensure the overriding objectives of reducing single-occupancy car travel and increasing uptake of sustainable modes are achieved.

1.7. A TP provides a long-term strategy for encouraging site users to minimise their need to travel as well as to promote the use of modes of transport other than the private motor vehicle. The aims of the strategy are: -

- To promote travel opportunities by environmentally friendly modes; and
- To introduce a package of physical and management measures that will facilitate travel by other modes.

1.8. As this document has been prepared prior to the occupation of the proposed development, the details relating to travel patterns and mode share targets are considered to be indicative until such time that actual travel patterns can be determined via on site surveys and questionnaires. It is therefore the intention that the TP will be a 'living' document as further details on travel patterns, targets, measures and management will be provided as the development is progressed.

Purpose of a Travel Plan

1.9. A TP is defined by the Department for Transport (DfT) and by the department for Communities and Local Government (DCLG) as: *a long-term management strategy for an occupier or site that seeks to deliver sustainable transport objective through positive action and is articulated in a document that is regularly reviewed.*

1.10. The benefits from a TP can be loosely categorised under three main headings:

- Health Benefits;
- Environmental Benefits; and
- Financial Benefits.

Health Benefits

1.11. A reduction in the potential number of polluting vehicles on the roads surrounding the site will contribute to better air quality throughout the area. There are also well documented health benefits associated with active travel, such as walking and cycling, which are increasingly being recognised as ways to reduce sedentary lifestyles and improve mental health and general wellbeing.

1.12. Regular moderate physical activity (including walking and cycling) can help prevent and reduce the risk of cardiovascular disease, cancer, obesity, diabetes, stroke, mental health problems, high blood pressure, and musculoskeletal problems.

Environmental Benefits

1.13. Climate change is a global issue and has reached the public consciousness through high profile events such as the COP26 conference where governments from across the world came together to pledge their part in reducing harmful carbon and related emissions. The UK Government has committed to reduce its greenhouse gas emissions to net zero by 2050. As part of this commitment they have set a target to cut emissions by 78% by 2035 compared to 1990 levels.

1.14. At a local level reducing car usage and shifting to active travel modes is one way that individuals can collectively work towards reducing carbon emission.

1.15. An increase in car trips can also contribute to negative local environmental issues such as severance. By encouraging sites to reduce car dependency, the local highway networks will benefit from a reduction in vehicular movements and local communities will benefit from less traffic.

Financial Benefits

1.16. There are financial benefits to be gained from increasing active travel rates and reducing harmful emissions produced by vehicles, both for individuals and for wider society.

1.17. Individuals (specifically site users) can benefit financially from travelling to and from a site with a TP in place due to the improved range of transport options available, some of which may be more cost-effective than car travel.

1.18. An effective TP can help encourage site users to lessen their environmental impact by reducing emissions from transport, lead a healthier and more active lifestyle, and reduce financial wastage.

Policy and Guidance

1.19. TPs have become an important tool for the delivery of national, regional and local transport policy and commonly play an integral aspect within the planning process, fulfilling a role in encouraging more sustainable development.

1.20. This TP has been developed in accordance with the following documents where possible:

- The National Planning Policy Framework [NPPF] (MHCLG, July 2021);
- National Planning Practice Guidance [NPPG] – Travel Plans, Transport Assessments and Statements (MHCLG, March 2014); and
- The Essex County Council Guidance Note for a Residential Travel Plan.

Structure

1.21. Following this introduction, the remainder of this report is structured as follows: -

- **Section 2.0** describes existing conditions in terms of the site's accessibility on foot, by cycle and public transport;
- **Section 3.0** provides a description of the proposed development scheme, including the proposed trip generation/attraction;
- **Section 4.0** provided details of objectives and targets;
- **Section 5.0** outlines the proposed package of measures and initiatives to encourage use of alternative modes of travel to the private car; and
- **Section 6.0** outlines the proposed TP monitoring and review process.

2. Existing Situation

2.1. This section reviews the existing transport facilities in the vicinity of the site for all modes of travel, including walking, cycling, bus, rail and private car.

Site Location

2.2. The site is located on the eastern edge of the settlement of Elsenham in the Uttlesford District Council area of Essex. The neighbouring town of Stansted Mountfitchet is 3.5km away from the site to the west and further afield, Bishop's Stortford and Saffron Walden are 8km and 15km away, respectively.

2.3. The site is bordered by Henham Road to the north and Hall Road to the west, Daisy May's Farm to the south and open space to the east. The site location is shown in the context of Elsenham below in **Figure 2.1** and an indicative site boundary shown in red (please refer to the formal planning drawings for the confirmed boundary extents) is shown at **Figure 2.2**.

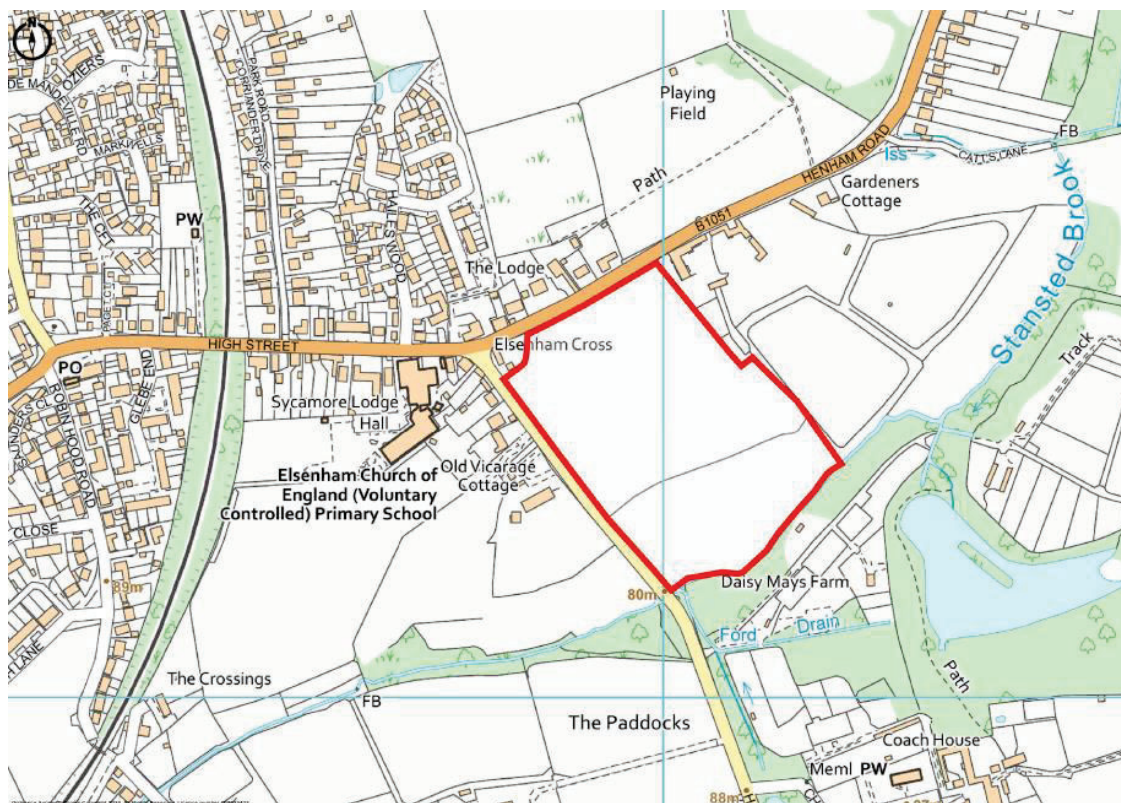


Figure 2.1: Site Location



Figure 2.2: Indicative Site Boundary

Local Highway Network

Henham Road / High Street

- 2.4. Henham Road is a single carriageway road adjacent to the northern frontage of the site. It forms part of the B1051 which runs between the villages of Thaxted to the east and Stansted Mountfitchet to the west. At this point of the network, the B1051 is a Priority Route 2 (PR2) in ECC's road classification.
- 2.5. Henham Road measures approximately 6.5m along the site frontage and is retained through to the point at which it becomes known as Stansted Road. There are no parking restrictions within the vicinity of the site. Henham Road is subject to a 30mph speed limit along the site frontage, with the speed limit changing to 40mph east of the site boundary.
- 2.6. There is an obligation for the developer associated with planning application ref. UTT/17/3575/OP to extend the 30mph speed limit further eastwards to encompass the proposed site access to that scheme. This will extend the 30mph speed limit extents much further east beyond the boundary of the application site being considered here.

- 2.7. There is a footway present along the site frontage as well as the opposite side of the carriageway measuring between circa 1.5m and 2m. Street lighting is present along the course of this road as well as some dropped kerbs to facilitate pedestrians crossing over several local junctions. The general road condition and characteristics are shown in **Image 2.1**.



Image 2.1: Henham Road (Source: Google Maps)

- 2.8. Henham Road to the west of the site becomes High Street. The road continues to have a footway on either side of the carriageway and street lighting placed at regular intervals. Access to commercial, educational and residential units is provided off this road. Around the Elsenham Church of England (CofE) Primary School there are single yellow line parking restrictions to prevent on-street parking between 0830-0930.
- 2.9. A zebra crossing is located on High Street adjacent to the frontage of the Elsenham CofE Primary School allowing safe crossing facilities in this area.

Hall Road

- 2.10. Hall Road runs adjacent to the western boundary of the site and connects Elsenham with Molehill Green. This road runs in a south-eastern alignment forming a route connecting Elsenham with the A120 and provides access to Stansted Airport. See image of Hall Road within the vicinity of the site as shown in **Image 2.2**.

2.11. Hall Road is approximately 5.5m in width and is subject to a 30mph speed limit within the confines of the village, beyond which a derestricted national speed limit is present. A footway on the western side of the road measuring circa 1.3 m is present between the junction of Henham Road and a point just north of Stansted Brook before the footway crosses to the eastern side of Hall Road as it heads south.



Image 2.2: Hall Road (Source: Google Maps)

Station Road

2.12. To the west of the site, High Street meets at a junction consisting of a double mini roundabout arrangement, with the northern arm leading onto Station Road.

2.13. Direct residential and commercial accesses are provided from both sides of the carriageway, with properties benefiting from both on-street and off-street parking provision. Access to Elsenham Station is provided at the northern end of Station Road, and it also provides a route towards Saffron Walden and various villages to the north via the level crossing at the train station.

2.14. Footways are present on both sides of the road measuring between circa 1.5m to 2m with street lighting available along the length of Station Road.

Robin Hood Road

2.15. Robin Hood Road forms the southern arm of the double mini roundabout junction. It is a single carriageway road running in a north-south alignment through Elsenham and is subject to a 30mph speed limit. Robin Hood Road is a “no through road” which provides access to Elsenham Post Office and residential units. Footways are present along both sides of the road at the northern end of the street and street lighting is placed at regular intervals along the road length. Pedestrian access is also available between Robin Hood Road and Tye Green Road.

Stansted Road

2.16. To the west of the site, Stansted Road and High Road are both the western and eastern arms of the double mini roundabout. Stansted Road is subject to a 30mph speed limit and leads to Stansted Mountfitchet in the southwest and provides direct access to settlements and commercial development. High Street and Stansted Road form part of the B1051 road classification.

Lower Street

2.17. Stansted Mountfitchet is the nearest major settlement to Elsenham to the west.

2.18. From Elsenham the B1051 leads to Lower Street which provides access into Stansted Mountfitchet. This road is single carriageway and is subject to a 30mph speed limit.

2.19. Lower Street is one of the principal shopping streets in Stansted Mountfitchet with wide footways and numerous shops and facilities. On-street parking occurs in defined parking bays along parts of Lower Street.

Church Road

2.20. Lower Street meets Church Road, Chapel Hill (B1051) and Mountfitchet Castle Street as part of a four-arm roundabout junction. This is located within the heart of the settlement with commercial development and facilities such as the train station accessed from it.

Public Transport

- 2.21. The nearest bus stop to the site is marked with a flagpole and timetable within the village located circa 90m west of the northern boundary of the site on Henham Road. The other closest stop on the southern side of the carriageway is unmarked. These bus stops are served by routes 7, 7A and 441 all connecting to key destinations in the area. A plan showing the bus stop locations is shown at **Appendix A**.
- 2.22. As listed within **Table 2.1**, the site is served by bus routes which provide services to the surrounding area. Stansted Airport is identified as a key employer for the local area. Bus route 7A provides a direct route to the airport with a journey time of circa 15 minutes. Stansted Mountfitchet is also an area that provides plentiful opportunities for employment which can be reached within 25 minutes utilising bus route 7A.
- 2.23. Services 7 and 7A have no specific consistent pattern of frequency ranging from an hour and a half between services to over 2 hours. The summarised table has indicated a rough frequency of every 2 hours as a result.

Number	Route	Service Frequency		
		Weekday	Saturday	Sunday
7	Stansted Airport – Takeley – Henham – Elsenham – Bishops Stortford	Every 2 hours	Every 2 hours	-
7A	Stansted Airport – Takeley – Henham – Elsenham – Bishops Stortford	Every 2 hours	Every 2 hours	-
441	Takeley – Stansted Mountfitchet – Ugley – Newport – Saffron Walden	1 service (school)	-	-

Table 2.1: Bus Timetable summary

- 2.24. Route 441 is a school service that operates Monday to Friday providing one service per day.
- 2.25. The nearest station is Elsenham Railway Station, located approximately 1.1km to the north-west of the site. The station is located on the West Anglia Main Line providing services to Liverpool Street and Cambridge North.
- 2.26. Off peak service frequency to these destinations are as follows:

- 1 train per hour (tph) to London Liverpool Street; and
- 1 tph to Cambridge North.

2.27. Up to 2 tph in each direction are available during the peak hours.

2.28. Elsenham Station provides up to 12 sheltered cycle storage spaces monitored with CCTV. Car parking is also provided at this station.

2.29. Additional rail services can be reached in Stansted Mountfitchet and at Stansted Airport.

Walking / Cycling

2.30. A review of the Public Rights of Way (PRoW) in the vicinity of the site shows that there is an existing public footpath (FP13) crossing from Henham Road in a northeast to southwest alignment diagonally through the site. It connects Henham Road and Hall Road, with a further onward route via the land to the west of Hall Road development and beyond to Tye Green Road. Further leisure route options and connections are available.

2.31. In addition to this a PRoW is located to the east of the site. This footpath runs in a north west to south east alignment connecting Henham Road with Brick End. The location of these footpaths are shown by the yellow line within **Figure 2.3**.

2.32. A PRoW can also be seen to the south of the site cutting through Daisy Mays Farm and a golf course. This route provides a connection between Hall Road and Elsenham Road.

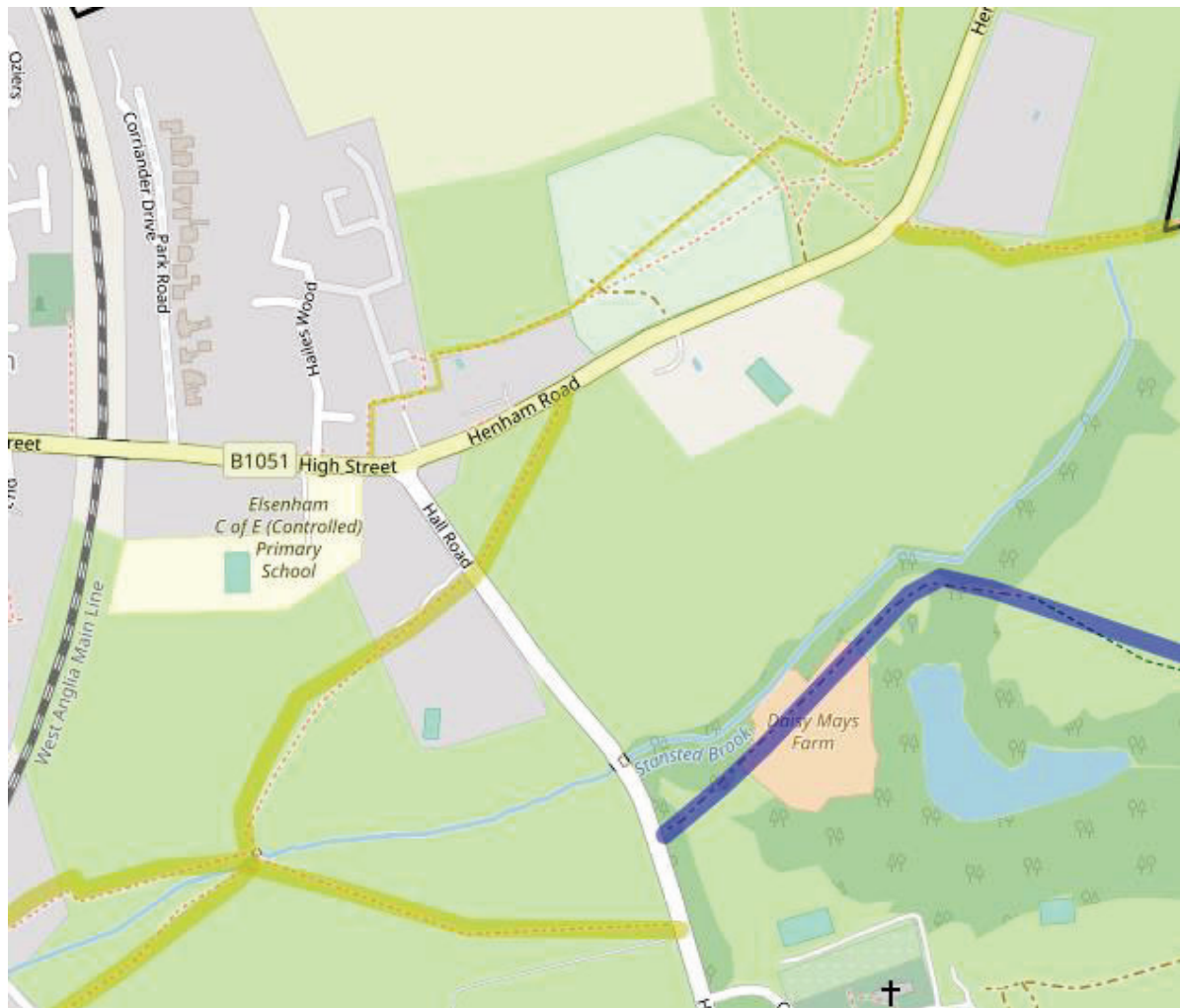


Figure 2.3: Existing PROW's (Source: Open Street Map)

- 2.33. There are currently footways along Henham Road and Hall Road that provide access to the site.
- 2.34. With regard to cycling, there are no existing routes within the village of Elsenham. However, the site sits approximately 1.1km south-west of regional cycle route 50. This route runs from Ulting to Rickling Green at which it joins National Cycle Route 11 (NCR11). The location of Route 50 is highlighted in purple within **Figure 2.4**.
- 2.35. Local Transport Note 1/20 'Cycle Infrastructure Design' (DfT, July 2020) states that "...Two out of every three personal trips are less than five miles in length." [Paragraph 2.2.2, page 16]. The site is well placed to reach key local destinations within 5 miles (8km) which is considered a realistic cycling distance.
- 2.36. Locations such as Elsenham train station, Stansted Mountfitchet and Stansted Airport are all within an 8km radius cycling distance.

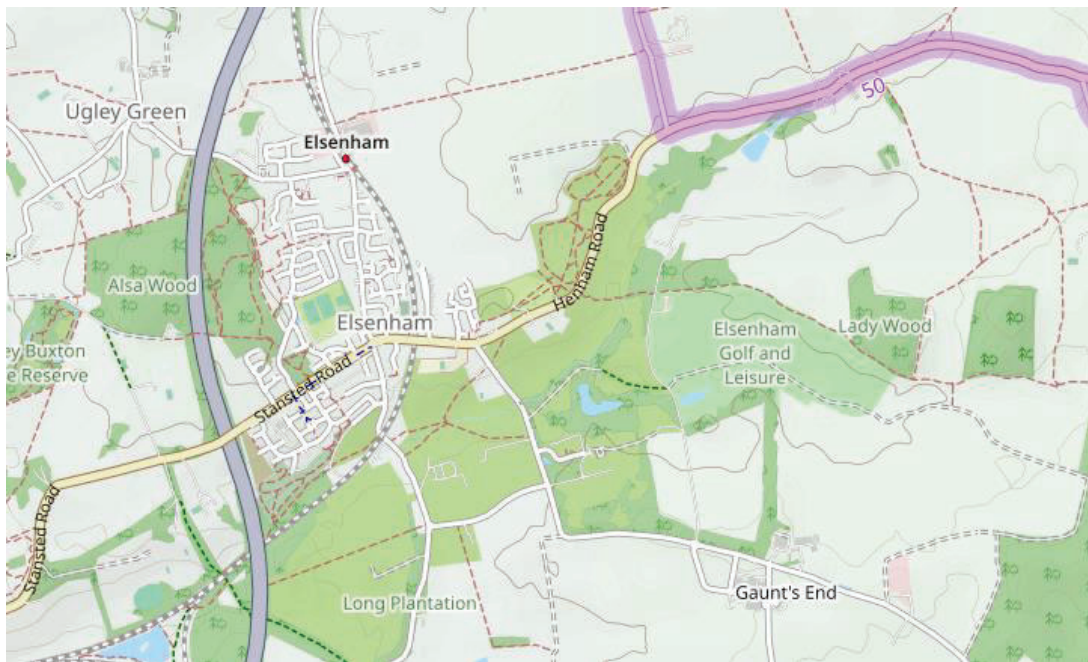


Figure 2.4: Existing PROW's (Source: Open Street Map)

Local Amenities and Facilities

2.37. The Chartered Institution of Highways and Transportation (CIHT) document *'Providing for Journeys on Foot'* recommends suggested acceptable walking distances of between 400m ("Desirable") for general journeys and 2km ("Preferred Maximum") for commuting and journeys to school purposes.

2.38. *Manual for Streets* (MfS) identifies walkable neighbourhoods as being those typically characterised by having a range of facilities within an 800m (10-minute) walk distance, however not an upper limit, with walking offering the greatest potential to replace short car trips, particularly those under 2km. **Table 2.2** provides a list of the amenities and facilities located within these walking distances from the site and a plan included at **Appendix A** shows the locations of them.

**LAND SOUTH OF HENHAM ROAD, ELSENHAM
FRAMEWORK RESIDENTIAL TRAVEL PLAN**

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Amenity	Distance (m)
Elsenham C of E Primary School	50
Tesco Express	460
Henham Elsenham & Ugley Church	140
Elsenham Post Office	480
Elsenham Surgery	640
Elsenham Playground	520
Elsenham Memorial Hall	520

Table 2.2: Local Amenities and Facilities

2.39. There are footways adjacent to the site which allow access to the amenities and facilities listed. In addition to this the proposals are to enhance the pedestrian connectivity in the area, allowing walking to be a viable option for short-distance journeys to destinations such as those set out above.

2.40. In addition to the existing facilities, the land east of Elsenham development (ref UTT/17/3575/OP) proposes to provide a 1FE primary school on-site.

Summary

2.41. Overall, the wider pedestrian environment to public transport links / amenities in the surrounding area is good. The existence of these routes and facilities therefore actively encourages walking as the main mode of travel for residents and as part of an integrated journey with public transport.

3. The Proposed Development

- 3.1. The proposals are for a 130-unit residential development on land south of Henham Road in Elsenham. The proposal is outline in nature, but an indicative mix of 78 no. private and 52 no. affordable housing has been considered within this assessment document for the purposes of detailed traffic impact analysis.
- 3.2. The exact breakdown of unit types, sizes and ownership type will be provided through the Reserved Matters (RM) application for the site, subject to outline planning being granted.
- 3.3. The application is outline, with all matters reserved except for access. A masterplan for the site is included at **Appendix A**.

Access

- 3.4. The proposed access is via a simple priority junction onto Henham Road.
- 3.5. The junction has been designed in accordance with Essex Design Guide for a Type E Access Road with 6m kerb radii, 5.5m wide carriageway and footways of 2m on both sides of the junction connecting to the existing infrastructure on Henham Road. This road hierarchy is suitable to serve up to 200 units within a cul-de-sac arrangement.
- 3.6. The indicative masterplan shows the Access Road design continuing north/south through the development leading shared surfaces and private drives within the site. The internal design of the scheme is subject to the RM application process but it is expected that the principles of the EDG shall be followed, with shared surfaces being 6m wide.
- 3.7. A proposed concept design has been produced for the nearby Hall Road/Henham Road/High Street junction to improve pedestrian facilities. Currently, the layout includes a triangular island with priority junctions either side (a "bennett junction arrangement" – see Google Street Image below of existing layout).



- 3.8. The design shown in **the Transport Assessment** could be implemented in order to enhance the environment for pedestrians in the area.
- 3.9. The changes include removing the kerbed island (and relocating or removing the directional signage) and forming a standard priority junction with tactile paving and dropped kerbs. Pedestrian environment is widened on both sides of Hall Road, with pedestrians able to cross in a single manoeuvre.
- 3.10. With the realignment of the Hall Road junction the junction visibility is also improved to the east to achieve 43m as opposed to the existing 23m. As can be seen on **ACE Drawing 2008170-032 within the Transport Assessment**, HGV turning can still be accommodated in all directions as is currently available for the existing layout.
- 3.11. A separate pedestrian/cycle access is proposed on Hall Road on the western edge of the site in the location of the existing stile for the public right of way (see **ACE Drawing 2008170-032 within the Transport Assessment**) The alignment of the public right of way through the site is to be retained in-situ.

Parking

- 3.12. Parking will be in accordance with Uttlesford's local parking guidance. The standards are based on minimum parking requirements in line with Essex County Council's parking guidance but with additional car parking for 4+ bedroom dwellings.
- 3.13. The parking provision and design of the parking areas will be confirmed through the RM application process.
- 3.14. **Table 3.1** sets out the guidance as follows:

	Car Parking Standards	Cycle Parking Standards
1 bed	1 space per dwelling	1 secure covered space per dwelling
2+ bed	2 spaces per dwelling	1 secure covered space per dwelling
4+ bed	3 spaces per dwelling	-
Visitors	0.25 spaces per dwelling (unallocated)	If no garage or secure area is provided within curtilage of dwelling then 1 covered and secure space per dwelling in a communal area for residents plus 1 space per 8 dwellings for visitors

Table 3.1: ECC Parking Standards

Servicing and Deliveries

3.15. Servicing and refuse collection will generally be undertaken internally utilising the turning heads provided within the internal road layout.

Predicted Travel Patterns

3.16. As part of the TA that has been prepared in support of the application, the peak hour and daily trip generation of the proposals was estimated using data from the TRICS database.

3.17. **Table 3.2** shows the predicted trip generation for residents at the site based on trip rates obtained from TRICS.

Mode	AM Peak (0800-0900)			PM Peak (1700-1800)			Daily (0700-1900)		
	Arr	Dep	Tot	Arr	Dep	Tot	Arr	Dep	Tot
Cyclists	0	2	2	1	1	2	6	8	14
Pedestrians	6	21	27	7	5	12	81	84	165
Bus Passengers	0	3	3	2	1	3	18	19	37
Rail passengers	0	1	1	1	0	1	5	5	10
Drivers	14	47	61	42	20	62	291	300	591

Table 3.2: Proposed Residential Trip Generation by All Modes

Baseline Data

- 3.18. Establishing baseline travel patterns is necessary to enable the progress of the TP to be measured. However, this can only be established once the development is built-out and occupied. Therefore, for a TP prepared in advance of occupation, such as in this case, it should initially be assessed against the anticipated trip generation / attraction by travel mode set out within the corresponding TA (as reproduced above). These estimates therefore help to inform the initial TP targets set out in **Section 4.0** of this document.
- 3.19. Travel surveys will be undertaken at 75% occupancy of the site or within 6 months of initial occupation, whichever comes first.
- 3.20. Once travel surveys are completed, the respective TP's for the residential development will be reviewed and updated to ensure that suitable and targeted measures are implemented.
- 3.21. Further monitoring surveys will subsequently be undertaken on the first, third and fifth years following initial occupation. **Section 6.0** provides further details in respect of ongoing TP monitoring.

4. Objectives and Targets

4.1. This section sets out the objectives for the TP, as well as targets for the short and medium term. It also includes information regarding indicators through which progress towards meeting the targets of this plan will be measured. Further information on monitoring and review of the TP can be found in **Section 6.0**.

4.2. Objectives are the high-level aims of the TP, giving it direction and providing a focus. Targets are the measurable goals by which progress can be assessed. At this stage indicative targets, informed by the predicted travel trends, have been set to cover the first five years of the TP period. Indicators are the elements which will be measured in order to assess progress toward meeting the final and interim targets.

Objectives

4.3. The primary objectives of the TP are set out below and shall:

- Minimise the need to travel;
- Provide a commitment to develop the site with suitable facilities which will encourage its users to travel to and from the site in a sustainable manner;
- Ensure that dependency on single occupancy car-borne trips at the development is low;
- Encourage and facilitate car sharing;
- Market the sites accessibility to key amenities via public transport and active travel modes; and
- Implement effective travel targets which are SMART (Specific, Measurable, Achievable, Realistic and Timely).

Targets

4.4. In order to achieve measurable outputs from the TP process, it is important to establish targets from the outset, against which progress can be measured.

4.5. As the development is yet to be occupied, the targets set out in this TP are provisional and will be confirmed as part of a detailed TP post-submission. However, it is important that the TP actively seeks to ensure that travel behaviour towards more

sustainable modes is established early on, with initiatives in place from the day of opening.

Primary Multi-Modal Targets (Outcome Targets)

4.6. Baseline person trips have been derived from the TRICS database as detailed within the TA. In light of the above, the aims of this TP are to maintain the low level of single occupancy trips over a minimum period of five years. This target is provisional and will be revisited following receipt of surveys undertaken as part of the detailed TP.

4.7. The above target meets the "SMART" criteria as follows:

- **Specific:** A target to reduce the level of vehicle trips identified to be met within five years of occupation.
- **Measurable:** The number of site users using each mode of transport will be measured and monitored using the travel surveys outlined later in this section. This will include details on weekday travel times / patterns to allow the number of peak hour journeys to be determined, including by single occupancy car driver.
- **Achievable:** It is considered that given the site's location, in that it is near to public transport and the good potential for site users to walk and cycle to / from the site, these targets are considered achievable.
- **Realistic:** It is considered that a target to maintain a low level of vehicular trips is feasible given the measures and initiatives contained within this TP.
- **Time-bound:** The targets are to be met within five years of initial occupation of development.

Secondary "Action" Targets

4.8. The following secondary targets could also be adopted as part of the ongoing monitoring of the TP. Any such targets will be established following the initial surveys undertaken as part of the detailed TP, in order to establish baseline figures.

4.9. These could be as follows:

- Increase in active travel modes (i.e. walking or cycling) being the primary mode of travel; and
- Increase number of users using the bus.

Summary

4.10. As mentioned above, the baseline level of trips for the residential development will be updated following the completion of the initial travel survey, which will be undertaken within 6 months of occupation or 75% occupancy (whichever comes first).

4.11. Additional targets may be determined by the Travel Plan Co-ordinator (TPC) when comparing the existing level of trips against the predicted level of baseline trips. Similarly, if actual demand for vehicle trips is lower from the outset than the predicted baseline shown in this TP, the targets will be adjusted accordingly with a view to ensuring that single occupancy car travel does not exceed the initial survey results.

4.12. Any changes to targets must be agreed with the reviewing TP officer at ECC.

4.13. It is important that the TP evolves with the site to adapt measures and initiatives in accordance with alterations to surrounding network, service adjustments and travel trends to ensure targets are met.

4.14. Targets will be reviewed in year one, three and five after full occupation following the monitoring survey and in consultation with the council and any other relevant stakeholders. The TP will be renegotiated with the local authority if the target levels of vehicle trips do not look to be achievable at the three-year milestone.

5. Measures and Initiatives

- 5.1. The measures proposed in this TP are primarily intended to encourage residents to use non-car modes of transport for trips to and from the development. This TP has therefore identified measures to encourage such active modes of travel and achieve the targets set out in this report.
- 5.2. The measures combine “hard measures” such as site design and infrastructure, with “soft measures” including marketing, promotion and awareness among residents. However, some of these may be subject to change, and additional measures may also be provided that will be of benefit to the scheme later.
- 5.3. A TP should set out the long-term management strategy for existing or proposed developments and seek to integrate proposals for increasing sustainable travel by the future occupier(s) of the site.
- 5.4. **Table 5.1** outlines the recommended measures, with each measure explained in further later on. The list is not finalised, and additional measures may be identified in due course once residents’ local travel patterns have been confirmed.

Measure	Brief Description
Travel Plan Coordinator	The TPC will be appointed as a permanent member of staff to implement and manage the TP over the first five years of its lifespan.
Travel Information Packs	A Travel Information Pack will be provided to each residential unit that promotes the existence of sustainable travel modes.
Promoting Walking and Cycling	The TPC will ensure suitable pedestrian / cycle route links are provided and negotiate discounts for site users on purchase of bikes and equipment with local cycle outlets. Free cycle training that ECC provides will be promoted, as well as any local walking and cycling clubs or local initiatives. Electric bike trials through Halfords or any other providers will also be promoted. In addition, the proposals include the potential for local pedestrian infrastructure improvements at the nearby Hall Road/Henham Road/High Street junction and contributions towards new cycle stands at the local convenience store in Elsenham.

Promoting Public Transport Services	The TPC will liaise with local providers seeking to provide site users with a voucher that promotes sustainable travel. In addition, bus contributions towards the local service and a replacement bus stop sign for the local stop on Henham Road will be discussed with ECC.
Provision of Travel Information	The TPC will arrange sustainable travel events at the site, as well as the provision of promotional material that supports sustainable transport that will be provided to site users.
Car Share	Residents will be encouraged to sign up to lift sharing websites.

Table 5.1: Summary of Travel Plan Measures

Appointment of Travel Plan Co-ordinator

- 5.5. To ensure the delivery and management of travel plans, a TPC is nominated to promote and implement the various initiatives.
- 5.6. ECC will be notified of the name and contact details of the TPC prior to first occupation of the residential units.
- 5.7. The TPC will be the first point of contact for site users on any matters regarding travel to and from the site and will also raise issues on their behalf with ECC and local public transport operators.
- 5.8. Responsibilities of the TPC include:
- Overseeing the development and implementation of the Plan;
 - Designing effective marketing and awareness campaigns to promote sustainable travel (for example Travel Information Packs);
 - Co-ordinating the data collection / travel surveys of site users travel behaviour; and
 - Managing the ongoing monitoring, and production of required reports following the travel surveys.
- 5.9. The TPC will be appointed ahead of occupation of the development to give sufficient time to organise Travel Information Packs (see below) and other measures. The amount of time the appointed TPC will spend on the management and implementation of the TP is difficult to determine at this stage. It is likely that more

time will be required in the early stages around occupation and when residents are first moving in.

5.10. Sufficient resource will be made available to the TPCs to ensure that the obligations and requirements of the TP are met.

Travel Information Packs

5.11. A Travel Information Pack (TIP) will be provided to all site users upon first occupation to promote the existence of, and use of, alternative modes of transport to the private car.

5.12. The packs will take the form of a Welcome Brochure, bespoke to the site and would contain information on local walk, cycle and public transport routes and provide service timetables. As well as highlighting the benefits of using active travel modes and car sharing, and include information on local groups and initiatives.

5.13. The TIP will contain details of: -

- The TPC details;
- Guidance and promotional material on the use of sustainable modes of travel;
- Details on walking, cycling, buses, trains, taxis, car sharing, electric vehicles, electric vehicle charging, and personalised journey planning services;
- Details of local cycle shops and any initiatives such as electric bike trials available
- Reference to travel websites, resources and support services for each mode of travel provided by Essex County Council and Uttlesford District Council (if available);
- Details of local travel campaigns and networking / support groups;
- Potential bus tickets (scratch cards) for local operator services; and
- Details of an online tool to generate personalised TPs using a home and destination postcode to provide details of different travel modes / options, travel routes / maps and timetable information.

Partnerships

5.14. The TPC will utilise partnerships to help with the implementation of the TP and its development. Examples include:

- Residents Associations that may form within the development;
- Steering Groups, with potential members including the TPC, representatives from the site management team and Resident Association, and local groups as appropriate;
- Property Management Companies; and
- Local Groups as appropriate, such as walking, cycling and Public Transport Operators.

Measures to Promote Walking & Cycling

5.15. Site users will be provided with a local area cycle map, included as part of the TIP. Information on the health, environmental and financial benefits of walking and cycling can also be distributed as part of the TIP.

5.16. Secure cycle parking spaces will be provided at the site in accordance with the adopted standards. In addition, contributions are offered towards the provision of cycle parking in the form of Sheffield stands at the local convenience store to encourage cycling for short trips and for the benefit of residents outside of the development site.

5.17. Each household could be offered a discount at a local cycle shop to encourage residents to take up cycling, with this incentive subject to negotiations with local retailers.

5.18. The TPC will support national initiatives to promote cycling, such as Bike to Work Week and Cycle to Work Day (as detailed below). The TPC will be responsible for raising awareness and encouraging site users to participate.

5.19. The TPC will provide details of local cycle shops for maintenance. Information on initiatives such as electric bike trials available through Halfords (closest store is 10 miles away at Harlow) or other participating local stores will be promoted to residents.

5.20. ECC provide a series of schemes and services to promote cycling, including cycle lessons to those who live, work or study in the county. These sessions are with trained cycle instructors, as an individual one to one session.

5.21. The TPC will endeavour to work with the local primary school to encourage children living within the development to walk and cycle to school. This would involve liaising with the relevant School Travel Plan Coordinator to identify and communicate safe routes to school as well as the creation of walk to school clubs.

Measures to Promote Public Transport

5.22. The TIP will contain information on public transport routes and provide service timetables, in addition the residents will be issued free bus tickets for a period of time.

5.23. It may be possible to negotiate further incentives / discounts for bus travel. It is anticipated that ECC would assist in such negotiations.

5.24. As part of the proposals, contributions are offered towards the existing bus service through Elsenham – these would be discussed and agreed with ECC in line with contributions sought through other consented schemes in the area. In addition, a new bus flag will be installed at the existing local stop on Elsenham Road to mark its existence.

5.25. It is important to recognise that, where possible, walking and cycling are usually favourable to public transport because they have fewer environmental impacts and offer health benefits. Nevertheless, public transport remains important, particularly for journeys of more than 5 miles (8 kilometres).

Travel Information

5.26. The primary issue with achieving successful TP initiatives is raising the awareness of sustainable travel modes, including highlighting the potential personal benefits that can accrue from those initiatives. Therefore, the key provisions and services making up the TP should be effectively marketed and promoted to users of the development.

5.27. To further promote the surrounding opportunities for travel by non-car modes, the TPCs will arrange for sustainable travel annual newsletters to be made available for all site users. These annual newsletters will include up to date sustainable travel information, and provide website addresses that may be useful for users, potentially

with digital barcodes that could be scanned using smartphones for a direct link to the website. Useful websites could include the following:

- [REDACTED] - an urban walking route planner for walkers around Essex;
- [REDACTED] - a website that encourages walking and allows users to find walks suited to them;
- [REDACTED] - cycling initiative website that allows users to find bike rides in line with their needs;
- [REDACTED] - a website that encourages sustainable modes of transport.

5.28. These websites (or similar) will be promoted and residents encouraged to sign up to any email newsletters such that they receive information updates and notifications regarding upcoming sustainable events.

5.29. Site users will be made aware of useful sustainable travel related smartphone apps that they can download (with digital QR barcodes provided if possible). Examples of such apps include 'MyBus' for the iPhone and 'CatchthatBus' for Android phones, both of which provide up to date bus information for any particular stop. Another useful app that could be include is 'CycleStreets' (iPhone and Android), which is a cycle route journey planner and is free to download.

Car Sharing

5.30. Car sharing for the site should be promoted as an alternative to single occupancy car trips, particularly for journeys with are too far for walking or cycling, and where public transport is not available. There are local car share communities for Uttlesford District and Stansted that will be promoted to residents alongside the wider Essex car share community open to all within the county.

5.31. The TIP will promote the following:

- The benefits of car sharing;
- Care sharing websites to match journeys; and
- Community coffee morning to promote car sharing amongst residents.

6. Monitoring and Review

- 6.1. This TP is to be subject to a continuous process for improvement, requiring monitoring, review and revision to ensure it remains relevant to those residing within the site in future years. This document sets out the proposals for monitoring and review of the full TP over the first five years of the occupation of the development.
- 6.2. This section sets out the specific monitoring proposals associated with the site and the means by which the TPC will assess progress towards the targets outlined earlier in this document. All monitoring will be carried out by or procured by the TPC and funded by the end developer.

Monitoring

- 6.3. The appointed TPC will be responsible for the on-going monitoring of their respective TP.
- 6.4. Travel surveys will be coordinated in order to gain an overview of the effectiveness of the various measures implemented. The initial surveys will provide details of the baseline mode share of site users. This will provide the information base for future monitoring.
- 6.5. Following on from the initial surveys, full multi-modal surveys will be undertaken in the first, third and fifth years after full occupation.
- 6.6. The TPC, or an accredited independent survey company, will be appointed to undertake the surveys. Information gathered through the monitoring process will be made available to the residents of the development and to ECC on request.
- 6.7. The Travel Surveys will be distributed / directed at all residents travelling to and from the site; asking how they would prefer to travel, any travel or transport issues they have encountered, and their attitude towards sustainable modes of travel.
- 6.8. If the recorded vehicle trip rates from the surveys are in excess of the predicted trip rates as set out in the TA / TP, then the TPC will be expected to conduct Written or Face-to-Face Travel Surveys at a time agreed with ECC.
- 6.9. The Written or Face-to-Face Surveys will aim to:
- Understand why target trip rates are not being achieved;

- Identify which modes of transport could be promoted in light of the survey findings; and
- Establish the alternative modes of travel to the site. What do people want to use but currently do not / cannot?

6.10. The monitoring programme will end if two consecutive surveys determine that the targets have been met, otherwise it will continue until the final 5 year completion date.

6.11. Immediately following completion of the monitoring described above, a monitoring report will be developed by the TPC which will summarise the results of the investigations. This will include a comparison between the target level of peak hour and daily vehicular trips, with the actual levels derived from the travel surveys.

Review

6.12. The TPC will take responsibility for the development and management of the TP and ensure its delivery. TP Reports will be submitted to ECC for review, which will provide data to identify the progress of the TP against its targets and objectives.

6.13. If the targets are not being met, additional measures will need to be developed to address this. In this regard, it is anticipated that the TP will be a flexible and adaptable document that is continually evolving.

6.14. Examples of the measures which could be considered are: -

- Ensure TIP's are being issued and check that new households have the necessary public transport information, which is up to date;
- Re-issue cycling / walking maps to illustrate the area that can be assessed using these modes;
- Offer personalised travel planning to all new residents; and
- Undertake a site survey to specifically target mode change.

6.15. The TPC will choose the appropriate course of action for achieving the TP targets and arrange funding if required.

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6.16. The TPC will prepare an Action Plan (AP) to set out the proposed delivery and implementation of the TP. The AP will summarise all measures / initiatives to be introduced including marketing activities and monitoring as well as those responsible for running these tasks (such as the TPC) and approximate timescales. The AP will be prepared within three months of full occupation.

6.17. It is intended that the AP will be enhanced and expanded by the TPC following consultation with ECC and will allow the targets set out in the TP to be monitored.

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Appendix A



KEY

	SITE BOUNDARY		PROPOSED BUILDINGS
	LISTED BUILDINGS		LANDMARKS
	PUBLIC FOOTPATH		KEY VIEWS
	EXISTING TREES		PROPOSED TREES

VIEW TO ST. MARY'S



HENHAM ROAD
ILLUSTRATIVE LAYOUT PLAN
LAND SOUTH OF HENHAM ROAD
ELSENHAM
BISHOPS STORTFORD, CM22 6DN
COUNTRYSIDE PARTNERSHIPS
01284 2022 1:500/BA1 PROJECT 1659

303.03

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Drawings