

DATED

27th JUNE

2023

- (1) UTTLESFORD DISTRICT COUNCIL
- (2) ESSEX COUNTY COUNCIL
- (3) WESTON HOMES PLC
- (4) AEGON UK PROPERTY FUND LIMITED
- (5) WESTON (BUSINESS CENTRES) LIMITED
- (6) HSBC CORPORATE TRUSTEE COMPANY (UK)

SECTION 106 AGREEMENT

RELATING TO LAND AT 7 ACRES, PARSONAGE ROAD TAKELEY

PLANNING APPLICATION REFERENCE UTT/22/2744/FUL

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27th JUNE

- (1) **Uttlesford District Council** of Council Offices, London Road, Saffron Walden, Essex CB11 4ER ('UDC')
- (2) **Essex County Council** of County Hall, Market Road, Chelmsford CM1 1QH ('ECC')
- (3) **Weston Homes Plc** (company registration number 2133568) of Weston Group Business Centre, Parsonage Road, Takeley, Essex CM22 6PU (the 'Developer') and
- (4) **Aegon UK Property Fund Limited** (company registration number 03821597) of Level 26, The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB (the 'First Owner')
- (5) **Weston (Business Centres) Limited** (company registration number 4345221) of Weston Group Business Centre, Parsonage Road, Takeley, Essex CM22 6PU (the 'Second Owner')
- (6) **HSBC Corporate Trustee Company (UK) Limited** (company registration number 06447555) of Level 22, 8 Canada Square, London E14 5HQ ('the Mortgagee')

1 DEFINITIONS

- 1.1 'the 1972 Act' shall mean the Local Government Act 1972
- 1.2 'the 1990 Act' shall mean the Town and Country Planning Act 1990
- 1.3 'the 1999 Act' shall mean the Contracts (Rights of Third Parties) Act 1999
- 1.4 'the 2008 Act' shall mean the Housing and Regeneration Act 2008
- 1.5 'the 2011 Act' shall mean the Localism Act 2011
- 1.6 'CIL Regulations' shall mean the Community Infrastructure Levy Regulations 2010
- 1.7 'Charge' means the legal charge dated 25 September 2020 referred to in entry number 8 of the charges register of Title Number EX476530 between the Developer and the Mortgagee
- 1.8 'Commercial Travel Plan' shall mean a plan for the encouragement of sustainable travel to and from and within the Development to give effect to the guidelines set out by ECC in the "Essex County Council Guidance Notes For a Workplace Travel Plan Template" dated May 2021
- 1.9 'the Councils' shall mean Uttlesford District Council and Essex County Council
- 1.10 'the Development' shall mean the development authorised by the Permission for erection of 4 no. industrial/flexible employment (Use Class E) buildings with associated landscaping and parking [including health care medical facility/flexible employment building (Use Class E)];
- 1.11 "ECC's Monitoring Fee" shall mean a fee of five hundred and fifty pounds sterling (£550) per obligation due to ECC under this Agreement and for the avoidance of doubt this is a total of one thousand six hundred and fifty pounds sterling (£1650)(no VAT) towards ECC's reasonable and proper administration costs of monitoring and managing the performance of the planning obligations that the Owners are required to observe and perform pursuant to the terms of this Agreement.
- 1.12 'Expert' shall mean such expert as may from time to time be appointed for the purpose of resolving a relevant dispute being a barrister or solicitor or chartered surveyor or other person appropriately qualified to resolve the dispute (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of one of the parties by or on behalf of the President from time to time of the Bar Council or the Law Society or the Royal Institute of Chartered Surveyors
- 1.13 'Fully Serviced' means with suitable vehicular and pedestrian access to the adopted highway and provided to the boundary of the Healthcare Facility with surface water and foul water drainage and gas, water, electricity and telecommunication services of sufficient capacity for the use of the Healthcare Facility (as appropriate) all at the expense of the Developer

- 1.14 **'Full Specification'** means full architectural and design details of the Healthcare Facility to shell and core stage which shall be in accordance with the Permission
- 1.15 **'Healthcare Facility'** shall mean the healthcare facility to be provided on the Healthcare Facility Land location shown on the Plan for healthcare serving the residents of Takeley and the wider environs
- 1.16 **'Healthcare Facility Land'** shall mean the land reserved for use as a medical centre for the Healthcare Facility that shall be offered to ICB for their use the location of which is shown on the Healthcare Facility Land Plan
- 1.17 **'First Healthcare Facility Land Option Period'** means a period of time starting with the date of the notice of Implementation given by the Developer under clause 7 and ending eighteen (18) months after the date of such notice
- 1.18 **'Healthcare Facility Land Notice'** means the notice that ICB may serve at any time within the First Healthcare Facility Land Option Period or the Second Healthcare Facility Land Option Period (if applicable) or the Third Healthcare Facility Land Option Period (if applicable) at its sole discretion on the Developer
- 1.19 **'Healthcare Facility Land Plan'** means the plan attached at Annex 2 showing the location of the Land and the Healthcare Facility Land
- 1.20 **'Healthcare Facility Land Transfer Terms'** shall mean terms for the transfer of the Healthcare Facility which transfer shall unless another form of transfer is agreed between the Owners and the ICB:
- (a) be a transfer of the entire freehold interest of the Healthcare Facility once constructed
 - (b) be free from any pre-emption or option agreement
 - (c) be free from encumbrances
 - (d) include all usual and necessary rights of way with or without vehicles
 - (e) include any usual and necessary rights to services and to lay and use new services together with any rights of entry to inspect repair renew cleanse and maintain the same
 - (f) reserve (for the benefit of the transferor) any usual and necessary rights to existing services and to lay and use new services together with any rights of entry to inspect repair renew cleanse and maintain the same
 - (g) contain covenants by the transferee to maintain, repair, replace as necessary and generally manage the Healthcare Facility in accordance with the principles of good estate management to the intent that the Healthcare Facility remains fit for purpose and available for safe use by the public as a Healthcare Facility
- 1.21 **'ICB'** means the Hertfordshire and West Essex Integrated Care Board
- 1.22 **'Implementation'** shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Permission but disregarding for the purposes of this Agreement and for no other purpose the following operations -
- (a) site clearance
 - (b) demolition
 - (c) site survey
 - (d) ecological survey
 - (e) archaeological survey
 - (f) remediation

(g) erection of fences or hoardings

and Implement and Implemented shall mutatis mutandis be construed accordingly

- 1.23 **'Implementation Date'** shall mean the date specified by the Developer to the Councils in a written notice served upon the Councils as the date upon which the Development authorised by the Permission is to be Implemented or if no such notice is served the date of Implementation
- 1.24 **'Index'** shall mean the Index of Retail Prices compiled and published by His Majesty's Government from time to time.
- 1.25 **'Index Linked'** shall mean that the sum shall be changed by an amount equal to the change in the Index from the date hereof to the date the relevant payment is due
- 1.26 **'the Land'** shall mean the land at 7 Acres Parsonage Lane Takeley shown edged in red on the Plan (which excludes the land within the Planning Application site to be retained by and transferred to the First Owner which is not required to be bound by the obligations contained herein)
- 1.27 **"Payment Notice"** means a written notice advising of a proposed payment served pursuant to clause 7.4 of this Agreement;
- 1.28 **'UDC's Monitoring Fee'** shall mean a sum of £3,328 to reflect a reasonable estimate of UDC planning officer time in monitoring compliance with this Agreement to include (where appropriate) but not be limited to time spent in connection with -
- (a) recording of payments
 - (b) proof of expenditure
 - (c) reporting
 - (d) financial monitoring
 - (e) meetings
 - (f) all correspondence
 - (g) site visits
 - (h) data entry
- 1.29 **'Occupation'** shall mean occupation of a building constructed as part of the Development of the Land pursuant to the Permission and shall not include daytime occupation by workmen involved in 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' 'Occupancy' and 'Occupied' shall be construed accordingly
- 1.30 **'Open Market Value'** shall mean the estimated amount for which the Healthcare Facility Land should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction allowing for a period of marketing where the parties had each acted knowledgeably prudently and without compulsion
- 1.31 **'Owners'** shall mean together the Developer the First Owner and the Second Owner
- 1.32 **'the Permission'** shall mean the planning permission granted by UDC pursuant to the Planning Application and any subsequent planning permission for the Development granted pursuant to Section 73 of the Act
- 1.33 **'the Planning Application'** shall mean the application made by the Developer under reference number UTT/ 22/2744/FUL
- 1.34 **'Plan'** means the plan attached at **Annex 1** showing the location of the Land

- 1.35 **'Second Healthcare Facility Land Option Period'** means a further period of twenty four (24) months starting at the end of the First Healthcare Facility Land Option Period if at that point in time UDC has not submitted its Regulation 19 Local Plan to the planning inspectorate
- 1.36 **'Third Healthcare Facility Land Option Period'** means a further period of eighteen (18) months starting at the end of the Second Healthcare Facility Land Option Period if at that point in time UDC has not submitted its Regulation 19 Local Plan to the planning inspectorate
- 1.37 **'Unencumbered'** means in the context of the Healthcare Facility, free from financial charges, adverse rights, easements, restrictions or other encumbrances which would interfere with the use of or result in any additional cost or liability not normally associated with the use of the Healthcare Facility but for the avoidance of doubt no other use or purpose
- 1.38 **'Working Days'** shall mean any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Day and New Year's Day

2 RECITALS

- 2.1 UDC and ECC are the local planning authorities within the meaning of the 1990 Act for the area within which the Land is located and the authorities who are entitled to enforce the obligations contained in this Agreement.
- 2.2 ECC is also the local highway authority for the area within which the Land is situated (which includes some highway land)
- 2.3 The Developer is the proprietor of the freehold interest in the Land registered at HM Land Registry under Title Number EX476530 subject only to the Charge and has an interest in the Land within the meaning of Section 106 (9) (b) of the 1990 Act
- 2.4 The First Owner is proprietor of the freehold interest in that part of the Land registered at HM Land Registry under Title Numbers EX670637 and EX991543 and has an interest in the Land within the meaning of Section 106 (9) (b) of the 1990 Act
- 2.5 The Second Owner is proprietor of the leasehold interest in that part of the Land registered at HM Land Registry under the Title Number EX991877 and has an interest in the Land within the meaning of Section 106 (9) (b) of the 1990 Act
- 2.6 The Mortgagee is the registered proprietor of the Charge and has agreed to enter into this Agreement to give its consent to the terms of this Agreement
- 2.7 The Developer has made the Planning Application to UDC
- 2.8 The Councils, the Developer and the Owners have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the UDC and or ECC against the Owners and its/their successors in title
- 2.9 The parties hereby acknowledge that the s106 agreement dated 18 July 2022 entered into in respect of the Land and other land in relation to planning application ref UTT/21/1987/FUL which was refused on appeal (ref APP/C1570/W/22/3291524) did not come into effect and is released in its entirety.
- 2.10 The Councils, the Developer and the Owners agree that the obligations in this Agreement are compliant with the requirements of regulation 122(2) of the CIL Regulations in that they are
- (a) necessary to make the Development acceptable in planning terms
 - (b) directly related to the Development
 - (c) fairly and reasonably related in scale and kind to the Development

and that in accordance with regulation 122(2A) of the CIL Regulations any Monitoring Fee(s) to be paid fairly and reasonably relate in scale and kind to the Development and that the sums to be paid do not exceed the Councils' estimates of their costs of monitoring the Development over the lifetime of the obligations in this Agreement

- 2.11 The Councils and the Owners have agreed to enter into this Agreement pursuant to the operative powers described in clause 3 for the purpose of regulating the Development and use of the Land

3 ENABLING POWERS AND OBLIGATIONS

- 3.1 This Agreement is entered into pursuant to section 106 of the 1990 Act, section 111 of the 1972 Act, section 1 of the 2011 Act and all other enabling powers to the intent that it shall bind the Owners and its/their successors in title and assigns and the persons claiming under or through it subject to Clause 9 of this Agreement.
- 3.2 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 UDC and ECC as hereinafter provided

4 OBLIGATIONS UNDERTAKEN BY THE OWNERS

- 4.1 With the intent that the Land shall be subject to the obligations and restrictions contained in this Agreement for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this Agreement shall be enforceable against the Owners and their successors in title the Owners hereby jointly and severally covenant with UDC and ECC to observe and comply with the obligations contained in the Schedules to this Agreement
- 4.2 The liability of the Owners or any one or more of them under this Agreement shall cease once they have parted with their relevant respective interest in the Land or any relevant part thereof (in which event the obligations of the Owners under this Agreement shall cease only in relation to that part or those parts of the Land which is or are transferred by them and for the avoidance of doubt once any of the Owners has transferred all parts of the Land owned by that 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 Agreement any easement covenant or similar right shall not constitute an interest in the Land
- 4.3 A person whose only interest in the Land is a freehold or leasehold interest or mortgage or charge in respect of that part of the Land registered at HM Land Registry under Title Numbers EX670637 and EX991543 shall have no liability pursuant to this deed unless and until Implementation has occurred on that part of the Land

5 OBLIGATIONS UNDERTAKEN BY UDC AND ECC

- 5.1 ECC covenants to observe and comply with the obligations on its part contained in Schedule 2
- 5.2 At the written request of the Owners UDC and ECC shall provide written confirmation of the discharge of the obligations given to them respectively in this Agreement when satisfied that such obligations have been performed
- 5.3 Representatives of UDC and ECC may enter upon the Land at any reasonable time (and in the case of an emergency immediately) to ascertain whether the terms of this Agreement and of the Permission are or have been complied with subject to complying with all health and safety requirements notified by the Developer

6 MORTGAGEE'S CONSENT

- 6.1 The Mortgagee consents to the completion of this Agreement and declares that its interest in the Land shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Land
- 6.2 The Mortgagee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Land and continues with or carries out the Development itself

7 NOTICE OF IMPLEMENTATION

- 7.1 Forthwith upon Implementation the Developer will give the Councils notice of Implementation
- 7.2 Within six (6) months of the Implementation Date the Developer will give ICB notice of the start of the Healthcare Facility Land Option Period

- 7.3 The Owners and/or the Developer shall give ECC not less than three (3) months' notice of its intention to Implement Development (unless Development is Implemented within 3 months) specifying the intended Implementation Date and any further information stipulated in the Schedules to this Agreement.
- 7.4 The Owners and/or the Developer shall give ECC 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 ECC under this Agreement (unless payment falls due within 3 months) stating the date that such payment becomes due and any further information stipulated in the Schedules to this Agreement
- 7.5 The Owners and/or the Developer shall serve on ECC notice of Occupation of the Development within 1 (one) month thereof.

8 PROVISOS AND INTERPRETATION

- 8.1 No provision of this Agreement shall be interpreted so as to take effect contrary to law or the rights powers duties and obligations of the Councils in the exercise of any of their statutory functions or otherwise
- 8.2 If any provision of this Agreement 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 Agreement and the enforceability of the remainder of this Agreement shall not be affected
- 8.3 Where there is more than one person named as a party and where more than one party undertakes an obligation all their obligations may (unless there is an express provision in this Agreement to the contrary) be enforced against them jointly and severally
- 8.4 No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the obligations, covenants or terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the said obligations, covenants or terms and conditions or from acting upon any subsequent breach or default
- 8.5 Any provision contained in this Agreement requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed
- 8.6 The headings in this Agreement do not affect its interpretation
- 8.7 Unless the context otherwise requires references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules of this Agreement
- 8.8 Unless the context otherwise so requires

9 AGREEMENTS AND DECLARATIONS

- 9.1 The obligations contained in the Schedules of this Agreement shall take effect only upon the Implementation Date and in the event that the Permission is not implemented and expires, the obligations contained in the Schedules shall absolutely cease and determine without further obligation upon the Owners or their successors in title
- 9.2 The obligations contained in the Schedules of this Agreement shall absolutely cease and determine without further obligation upon the Owners or their successors in title if the Permission is revoked, quashed, is modified without the consent of the Owners expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission
- 9.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Permission as defined herein)

- 9.4 The obligations under this Agreement shall not be enforceable against any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of a statutory function
- 9.5 This Agreement constitutes a Local Land Charge and shall be registered as such provided that UDC will upon the happening of any of the eventualities referred to in clauses 9.1. and 9.2 of this Agreement or upon the determination of this Agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this Agreement
- 9.6 No variation to this Agreement shall be effective unless made by deed and for the avoidance of doubt the consent, seal, signature, execution or approval of any tenant or occupier of the Development or their mortgagees shall not be required to vary any part of this Agreement nor shall any other party who has no liability under this Agreement or any interest in the Land
- 9.7 Save where it is expressly excluded, if at any time Value Added Tax ('VAT') is or becomes chargeable in respect of any supply made in accordance with the provisions of this Agreement then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall issue a valid and appropriate VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly
- 10 **MONITORING FEE**
- Prior to Implementation the Developer shall pay the UDC's Monitoring Fee and the ECC's Monitoring Fee in full.
- 11 **EXCLUSION OF THE 1999 ACT**
- For the purposes of the 1999 Act it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement
- 12 **NOTICES**
- 12.1 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 Agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this Agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office
- 12.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this Agreement to be made which are addressed to UDC shall be addressed to the Assistant Director Planning of UDC and to Planning@uttlesford.gov.uk and those which are addressed to ECC shall be addressed marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH AND to development.enquiry@essex.gov.uk
- 13 **ENTIRE AGREEMENT**
- This Agreement the Schedules and the documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter
- 14 **COSTS**
- Upon the execution of this Agreement the Developer will pay the reasonable legal costs incurred of both UDC and ECC in connection with the negotiation and preparation thereof
- 15 **DISPUTE RESOLUTION**
- Without prejudice to UDC's or ECC's exercise of their statutory functions, in the event of any dispute or difference between the Owners and UDC and/or ECC arising out of this Agreement, or any delay, the parties will use their reasonable endeavours to resolve the same (including holding a meeting attended by at least one representative of appropriate seniority from each party within 10 Working Days of a request from one party to convene the meeting).and either party may, if the dispute or delay remains unresolved after 10 Working Days refer such dispute or difference to the Expert and it is further agreed that –

- 15.1 the determination of the Expert shall be final and binding on the parties save in the case of manifest error or fraud
- 15.2 the parties shall be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct
- 15.3 the Expert's costs shall be borne in such proportions as he/she may direct, failing which the Owners and UDC and/or ECC shall each bear their own costs of the reference and determination and the Expert's costs shall be shared equally
- 15.4 the Expert shall be appointed subject to an express requirement that he/she reaches a decision and communicates it to the parties within the minimum practicable timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of appointment to act and
- 15.5 the Expert may be replaced by a fresh appointee in the event he/she becomes at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee shall be appointed in the same manner as the Expert

16 **JURISDICTION**

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

17 **SECTION 73 VARIATION**

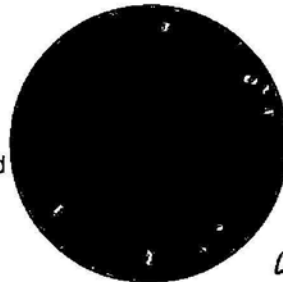
If UDC agrees in writing following an application under section 73 of the 1990 Act to vary or release any condition contained in the Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act, the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless UDC in determining the application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application, in which case a separate deed under section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission

In witness whereof the parties hereto have executed this Agreement as a deed the day and year before written

The Common Seal of
Utilesford District Council
 was hereunto affixed in the presence of

7/5/23

Authorized



The Common Seal of
Essex County Council
 was hereunto affixed in the presence of

Attesting Officer



Executed as a Deed by
Weston Homes Plc
acting by two directors or
by one director and its secretary

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)
)
)



Steve Hatton

Dawn Wylie

Director/Secretary

Executed as a deed by Threadneedle Proper
Execution 1 Limited acting by two directors a
attorney for Aegon UK Property Fund Limite
pursuant to a power of attorney dated with
effect from the 31 March 2023



Director

Executed as a Deed by
Weston (Business Centres) Limited
acting by two directors or
by one director and its secretary

)
)
)
)



STUART THOMAS

Stuart Thomas

Director/Secretary

Executed as a Deed by
HSBC Corporate Trustee Company
(UK) Limited acting by



SHARAD KHATRI
Authorised Signatory

its attorney/director

Attorney/Director



Witness Name:
Witness Address:



HSBC Bank Plc
8 Canada Square
London
E14 5HQ

SCHEDULE 1

OBLIGATIONS ENTERED INTO WITH UDC

PART 1 HEALTHCARE FACILITY LAND

- 1 The Developer covenants with UDC in respect of the Development as follows –
 - 1.1 To provide within the Land a plot of land as a Healthcare Facility in accordance with the Healthcare Facility Land Plan.
 - 1.2 Within six months following the Implementation of the Development the Developer shall submit to the ICB the Full Specification for the Healthcare Facility.
 - 1.3 ICB shall serve onto the Developer the Healthcare Facility Land Notice within the First Healthcare Facility Land Option Period or the Second Healthcare Facility Land Option Period (if applicable) or the Third Healthcare Facility Land Option Period (if applicable) ("the Notice").
 - 1.4 Following service of the Notice the Developer shall offer to ICB to construct the Healthcare Facility in accordance with the Full Specification and the Permission and shall enter into negotiations with ICB to construct the Healthcare Facility and/or to sell the freehold interest in the Healthcare Facility Land at Open Market Value on the Healthcare Facility Land Transfer Terms ("the Construction and Transfer Agreement") and shall use all reasonable endeavours to agree satisfactory terms for the sale of the Healthcare Facility Land to ICB within 6 (six) months of service of the Healthcare Facility Land Notice
 - 1.5 Following exchange of the Construction and Transfer Agreement pursuant to clause 1.4 the Developer shall construct and complete the Healthcare Facility and/or transfer the Healthcare Facility or Healthcare Facility Land Fully Serviced and Unencumbered in accordance with the Healthcare Facility Land Transfer Terms as soon as reasonably practicable but in any event within 18 months of exchange of the Construction and Transfer Agreement unless otherwise agreed between the parties
 - 1.6 The Developer shall meet ICB's reasonable legal costs up to a maximum of fifteen thousand pounds (£15,000) incurred in the negotiation preparation and completion of any such transfer
 - 1.7 For the avoidance of doubt the obligations within this Agreement relating to the Healthcare Facility Land shall cease at the end of the First Healthcare Facility Land Option Period (or the Second or Third Healthcare Facility Land Option Period if applicable) if the Healthcare Facility Land Notice has not been served by ICB on the Developer or within 6 (six) months of service of the Healthcare Facility Land Notice if no transfer has completed and the Healthcare Facility Land may thereafter be developed in accordance with the Permission for Class E use.

SCHEDULE 2

OBLIGATIONS ENTERED INTO WITH ECC

PART 1

WORKPLACE TRAVEL PLAN

In this part of Schedule 2 unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

"Annual Travel Plan Review" shall contain a yearly report including the results and analysis of the Staff Travel Survey indicating how the Workplace Travel Plan has been performing

"General 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

"Index Point" means a point on the most recently published edition of Sustainable Travel Index at the time of use;

"Relevant Sustainable Travel Indexation" means the amount that the Developer shall pay with and in addition to the Workplace Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Workplace Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the General Index between the Index Point pertaining to October 2020 and the date payment is made to the ECC

"STPT" means the ECC's sustainable travel planning team whose role includes but is not limited to providing recommendations and advice concerning all matters associated with the workplace travel plan together with monitoring

"Staff Travel Survey" shall mean a questionnaire approved by the STPT and undertaken to identify the main modes of travel used by employees for journeys to and from work and business trips

"Sterling Overnight Index Average (SONIA) Rate" means an assessment of the rate of interest the ECC 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 or such other rate as the ECC considers appropriate and SONIA Rate shall be construed accordingly

"Targets" shall mean those objectives or aims set within the Workplace Travel Plan to reduce single occupancy car journeys to and from the Land and at the same time increasing other sustainable modes of transport

"Workplace Travel Plan" shall mean a working plan to include all measures to ensure sustainable means of travel are available to employees of the Development in accordance with the requirements of the National Planning Policy Framework and shall include but not be limited to such Workplace Travel Plan measures as stated in the guidance notes appended to this Agreement and amended and supplemented from time to time under the provisions of this Agreement and the Annual Travel Plan Reviews

"Workplace Travel Plan Co-ordinator" shall mean a permanent member of staff appointed by the Developer with the appropriate skills budgetary provision and resources to fulfil the role of the Travel Plan Co-ordinator as described in the job description(s) stated in the guidance notes appended to this Agreement

"Workplace Travel Plan Monitoring Fee" means the non-refundable payment of SIX THOUSAND SEVEN HUNDRED AND SIXTY POUNDS sterling ("£6,760") plus Relevant Sustainable Travel Indexation payable prior to Implementation of the Development towards the monitoring by ECC of the implementation of the Workplace Travel Plan by the Workplace Travel Plan Co-ordinator to ensure that (a) monitoring is conducted in line with Workplace Travel Plan monitoring protocols and (b) the Workplace 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

1 The Developer hereby covenants with ECC:

- 1.1 to pay the Workplace Travel Plan Monitoring Fee to ECC prior to Implementation of the Development and not to cause or allow Implementation of the Development until ECC has received the Workplace Travel Plan Monitoring Fee and in the case of late payments interest shall be payable by the Developer from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate until 1 (one) year after final Occupation.
- 1.2 to formulate and submit to ECC for approval a Workplace Travel Plan prior to the first Occupation of the Development and FURTHERMORE not to cause or allow first Occupation of the Development prior to the Workplace Travel Plan being approved in writing by ECC
- 1.3 to appoint a Workplace Travel Plan Co-ordinator prior to the first Occupation of the Development and not to cause or allow any cause or allow Occupation of the Development prior to the appointment of a Workplace Travel Plan Co-ordinator and to notify ECC of the identity and contact details of the Workplace Travel Plan Co-Ordinator as soon as an appointment is confirmed.
- 1.4 to continue to employ a Workplace Travel Plan Co-ordinator for the period until a minimum of one year after the final Occupation of the Development or five years after first Occupation of the Development whichever is the sooner and in the event of a vacancy occurring in the post to re-appoint within a maximum period of two (2) months of the vacancy occurring and to notify ECC as soon as the appointment is confirmed.
- 1.5 to employ a Workplace Travel Plan Co-ordinator for a minimum continuous period of five (5) years and in the event of a vacancy occurring in the post to use reasonable endeavours to re-appoint within two (2) months of the vacancy occurring and to notify ECC of the appointment and any changes to the nomination or responsibilities of the Workplace Travel Plan Co-Ordinator as soon as the replacement appointment is confirmed
- 1.6 to ensure that the Workplace Travel Plan Co-Ordinator fulfils his or her duties in accordance with the duties specified in the job description of the Workplace Travel Plan Co-ordinator stated in the Workplace Travel Plan approved by ECC
- 1.7 not to change the responsibilities or role of the Workplace Travel Plan Co-ordinator without prior written approval of ECC
- 1.8 to implement the Workplace Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Workplace Travel Plan
- 1.9 To undertake a Staff Travel Survey concurrent to the fiftieth (50th) member of staff being employed on the Development
- 1.10 To send Staff Travel Survey results to ECC within three months of the date the Staff Travel Survey has been completed or to contact the STPT with a request to use ECC online travel survey system
- 1.11 To set targets for the following year in Agreement with ECC following review of the Staff Travel Survey results to ECC
- 1.12 To carry out an Annual Travel Plan Review on each anniversary of the date on which the initial Staff Travel Survey was completed over five (5) consecutive years and submit evidence of the review and monitoring within two (2) months of the completion of the Annual Travel Plan Review to ECC
- 1.13 In the event that the Annual Travel Plan Review submitted does not in the opinion of ECC achieve the objectives and or targets of the Workplace Travel Plan to meet with ECC at their request within three (3) weeks of the request being made otherwise the ECC shall on written notice to the Developer and or the Owners be entitled to conduct such Annual Travel Plan Review as are necessary to discharge the requirements of the Workplace Travel Plan and FURTHERMORE on receipt of an appropriate invoice or request for payment from the ECC acting reasonably the Developer or the Owners hereby agrees to pay the costs arising from such surveys
- 1.14 In order to achieve the objectives and or targets of the Workplace Travel Plan to submit agreed proposals and or remedies to ECC for its approval in writing within two (2) weeks following the meeting with ECC in paragraph 1.13 above.

- 1.15 To implement and promote the modified Workplace Travel Plan approved by ECC within two (2) months following the submission of revised proposals and or remedies to ECC
- 1.16 To liaise with the Workplace Travel Plan Co-ordinator to agree revised proposals and remedies for the Annual Travel Plan Review to enable implementation of the Workplace Travel Plan to take place within two (2) months following the submission of revised proposals and or remedies to ECC
- 2 ECC hereby covenants with the Developer:
 - 2.1 To agree the terms of the Workplace Travel Plan (acting reasonably) and to provide recommendations on the said plan following submission by the Developer in a timely manner
 - 2.2 To provide support and advice to the Workplace Travel Plan Co-ordinator in implementing the ongoing monitoring and review of the Travel Plan (in accordance with the terms under which the Workplace Travel Plan Monitoring Fee was paid)
 - 2.3 To respond in writing to the Workplace Travel Plan Co-ordinator within two (2) months of receipt of any correspondence relating to the Workplace Travel Plan

PART 2

SUSTAINABLE TRANSPORT CONTRIBUTION AND HIGHWAYS CONTRIBUTION

- 1 In this part of Schedule 2 unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Highways Contribution means the sum of £50,000 (fifty thousand pounds) payable to ECC to which sum the Relevant Highway Indexation shall be added

Highways Contribution Purposes means the use of the Highways Contribution to fund the design and implementation of improvements to the signalised junction of the B1256/B183 (known as the Four Ashes) including any necessary enhancement, refurbishment or renewal of equipment and signing and lining including that required to provide prioritisation for cyclists at the junction as appropriate

Highways Index mean 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

Highway Index Point means a point shown on the Highway Index indicating a relative cost at a point in time

Relevant Highway Indexation means the amount that the Developer shall pay with and in addition to the Highways Contribution respectively that shall equal a sum calculated by taking the amount of the Sustainable Transport Contribution being paid and multiplying this amount by the percentage change shown in the Highway Index between the Highway Index Point pertaining to the date of this Agreement and the Index Point pertaining to the date the payment is due to be made to ECC

Relevant Sustainable Transport Indexation means the amount that the Developer shall pay with and in addition to the Sustainable Transport Contribution paid that shall equal a sum calculated by taking the amount of the Sustainable Transport Contribution being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Sustainable Travel Index Point pertaining to November 2022 and the Index Point pertaining to the date the payment is made to the ECC

Sustainable Transport Contribution means the sum of £280,000 (two hundred and eighty thousand pounds sterling) payable to ECC to which sum the Relevant Sustainable Transport Indexation shall be added

Sustainable Transport Contribution Purposes means the use of the Sustainable Transport Contribution to fund sustainable transport measure including pedestrian and cycling infrastructure improvements within the vicinity of the site and to/from Stansted Airport and Takeley and improvements to enhance bus services between the Development and Bishops Stortford and or local amenities and or Stansted Airport improving frequency, quality, and or geographical cover of bus

routes that serve the Land and shall include the reimbursement of capital funding for such provision made by ECC in anticipation of the receipt of the Sustainable Transport Contribution

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 ECC

Sustainable Travel Index Point means a point shown on the Sustainable Travel Index indicating a relative cost at a point of time;

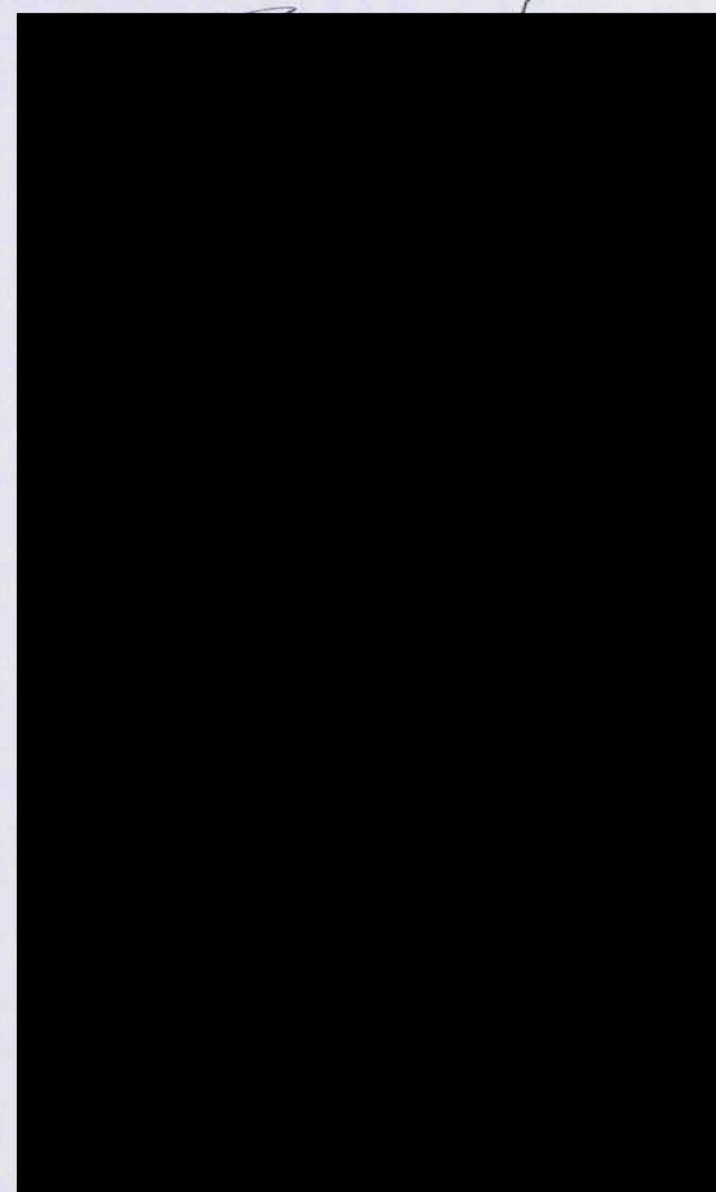
- 2 The Developer hereby covenants with ECC:
 - 2.1 to pay the Highways Contribution and the Sustainable Transport Contribution to ECC prior to first Occupation of the Development and not to cause permit or allow first Occupation of the Development unless and until the Highways Contribution and the Sustainable Transport Contribution have been paid to ECC in full (100%)
 - 2.2 In the event that the Highways Contribution or the Sustainable Transport Contribution is paid later than the dates set out in paragraph 2.1 above of this Schedule then the amount of the Highways Contribution and/or the Sustainable Transport Contribution as relevant or part thereof payable by the Developer shall in addition include either an amount equal to any percentage increase in build costs shown by the General 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 ECC multiplied by the Highways Contribution and/or the Sustainable Transport Contribution as relevant which is due or if greater an amount pertaining to interest on the Highways Contribution and/or the Sustainable Transport Contribution as relevant (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Highways Contribution and/or the Sustainable Transport Contribution as relevant is received by ECC;
 - 2.3 In addition to the requirement of 2.2 above in the event that any sum due to be paid by the Developer to ECC pursuant to this Schedule should not be received by ECC by the date that the sum is due then the Developer hereby covenants to pay to ECC within ten Working Days of receiving a written request all reasonable costs that ECC 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 Developer pursuant to the debt.
- 3 In the event that the Highways Contribution and/or the Sustainable Transport Contribution is overpaid by the Developer then ECC shall be under no obligation to return any such overpaid sum in whole or in part if in good faith ECC have spent the Highways Contribution and/or the Sustainable Transport Contribution or have entered into a legally binding contract or obligation to spend the Highways Contribution and/or the Sustainable Transport Contribution otherwise ECC shall prior to full Occupation of the Development or at such earlier time as ECC shall determine return any such overpaid sum or sums in whole or in part to the paying party (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of ECC being informed by the Developer of such overpayment.
- 4 ECC hereby covenants with the Developer to:
 - 4.1 place the Highways Contribution and the Sustainable Transport Contribution when received into an interest-bearing account with a clearing bank and to utilise the same for the purposes set out in the Highways Contribution definition and the Sustainable Transport Contribution Purposes only and for no other purposes;
 - 4.2 upon receipt of a request in writing to do so to be received by ECC from the Developer no sooner than the tenth (10th) anniversary of receipt of the Highways Contribution and the Sustainable Transport Contribution in full and no later than the eleventh (11th) anniversary of the same to return to the party who deposited the Highways Contribution and the Sustainable Transport Contribution or any part of the Highways Contribution and the Sustainable Transport Contribution that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by ECC prior to the tenth (10th) anniversary of receipt of the Highways Contribution and/or the Sustainable Transport Contribution in full to make a payment in respect of the purposes set out in the Highways Contribution definition and/or the Sustainable Transport Contribution Purpose the unexpended part of the Sustainable Transport Contribution shall not be repaid until such

payment is made and the unexpended part of the Highways Contribution and/or the Sustainable Transport Contribution to be repaid (if any) shall not include such payment; and

- 4.3 upon receipt of a written request from the Developer to provide forthwith a statement confirming whether the Highways Contribution and/or the Sustainable Transport Contribution have been spent and if the Highways Contribution and/or the Sustainable Transport Contribution have been spent in whole or in part outlining how the Highways Contribution and the Sustainable Transport Contribution have in whole or in part been spent.
- 5 It is hereby agreed that:
- 5.1 Any dispute in relation to how the Highways Contribution and/or the Sustainable Transport Contribution has been spent must be raised in writing by the developer and received by ECC within twenty (20) Working Days of receipt by the Developer of ECC's statement referred to in 4.3 above and shall clearly state the grounds on which it is disputed. If no written request is received by ECC or no valid dispute is raised, the Developer shall accept that the Highways Contribution and/or the Sustainable Transport Contribution have been spent on the appropriate Purposes but without prejudice to ECC's obligations to repay any unspent part of the Highways Contribution and/or the Sustainable Transport Contribution pursuant to the terms of this Agreement.
- 5.2 ECC may utilise up to two percent (2%) of the total amount of the Highways Contribution and the Sustainable Transport Contribution due under this Agreement to a maximum of Two Thousand Four Hundred Pounds (£2,400) plus the Relevant Highways Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Developer to form part of the definition of use of the Highways Contribution and the Sustainable Transport Contribution Purpose.
- 5.3 In the event that the Sustainable Transport Contribution or Highways Contribution is overpaid by the Owner then the ECC shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the ECC have spent the Sustainable Transport Contribution or Highways Contribution or have entered into a legally binding contract or obligation to spend the Sustainable Transport Contribution or Highways Contribution.

ANNEX 1
PLAN

ANNEX 2
HEALTHCARE FACILITY LAND PLAN



Rev		
↑		
5m 10m 15m 20m 25m		
PLANNING		
Title HEALTHCARE FACILITY LAND		
Site SEVEN ACRES, TAKELEY		
Date MAY 2023	Drawn PMR	Checked PMR
Scale 1:500 @ A1		
Drawing No. WH202.WST.P2.ZZ.DR.PL.200.01	Rev -	
 Weston Homes		
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APPENDICES

ECC GUIDANCE NOTES FOR A WORKPLACE TRAVEL PLAN MAY 2021

ECC WORKPLACE TRAVEL PLAN TEMPLATE



Company/Development Name

**Company/Development Address
Details**

**Workplace Travel Plan Template for a
development with multiple users**

(including new/speculative/extension)

Use this space to insert an image of site locations/development

Include your company logo

Date

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Definitions

Travel Plan Template

shall mean this document containing a mixture of measures to encourage sustainable travel to the site alongside disincentives to driving alone

Travel Plan Co-ordinator

shall mean a permanent member of staff appointed by the Developer / Owner with the appropriate skills, budgetary provision and resources to produce and update a **Travel Plan**, manage the continued implementation of the **Travel Plan** including the provision of information to the Council and the County Council

Sustainable Travel Planning Team

means the County's Sustainable Travel Planning Team whose role includes but is not limited to providing recommendations and advice concerning all matters associated with the Travel Plan together with monitoring

Staff Travel Survey

shall mean a questionnaire approved by the **Sustainable Travel Planning Team** and undertaken to identify the main modes of travel used by employees for journeys to and from work and business trips

Action Plan

shall mean the identification of all sustainable travel opportunities and activities that should be taken to help achieve the Plan's Objectives.

Travel Plan

shall mean a working plan to include all measures to ensure sustainable means of travel are available to employees of the Development in accordance with the requirements of the National Planning Policy Framework and amended and supplemented from time to time under the provisions of the **S106 Agreement** and the **Annual Travel Plan Reviews**

Section 106 Agreement (S106)

is a legal agreement between Local Authorities and developers; linked to planning permissions or obligations

Annual Travel Plan Review

shall contain a yearly report including the results and analysis of the **Staff Travel Survey** indicating how the **Travel Plan** has been performing

1.0 Travel Plan Aim and Objectives

1.1 Travel Plan Aim

The primary aim of this **Travel Plan** is to:

“Reduce the number of single occupancy cars arriving at the site, by facilitating the use of more sustainable alternatives”

1.2 Travel Plan Objectives

The primary objectives of *(Development/Site Name)* **Travel Plan** are to:

(Some examples are shown below – delete as necessary)

-
- *Reduce the demand for car parking*
- *Reduce costs associated with parking provision*
- *Reduce the number of employees travelling to work alone by car*
- *Increase travel awareness and promote sustainable travel behaviour, thus supporting the reduction of traffic congestion and pollution*
- *Reduce travel costs for employer and employee*
- *Reduce your carbon footprint*
- *Improve facilities to enable staff to use alternative modes of transport*
- *Potential health benefits for employees through encouragement of walking and cycling to the workplace and/or on business trips*
- *Ensure that all staff and visitors are made aware of alternatives to the car*
- *Ensure that all staff and visitors are made aware of the **Travel Plan***
- *Opportunity to promote the Company's Corporate Social Responsibility within the community through an interest in sustainable environmental improvement*
- *Improve attractiveness of company to employees through the provision of a greater range of staff facilities and benefits*

2.0 Introduction

2.1 Reason for Travel Plan

As part of the planning permission for the *(Development/Site Name)* development, several planning conditions and obligations have been set which relate to the implementation and delivery of a **Travel Plan**.

The Section 106 Agreement sets out a number of obligations in relation to the delivery of a **Travel Plan** which includes the commitment to appoint a **Travel Plan Coordinator**.

This **Travel Plan** aims to positively influence the travel patterns and behaviours of *(Development/Site Name)* employees to reduce reliance on the use of private cars by employees in travelling to work, and in carrying out their work duties, through the encouragement of greater use of public transport and other sustainable modes of travel.

2.2 Background Information

(Please refer to the Guidance Notes to complete this section)

3.0 Travel Plan Management

3.1 Travel Plan Co-ordinator

The **Travel Plan Co-ordinator** shall mean a permanent member of staff appointed by the Developer/Owner with the appropriate skills, budgetary provision and resources to fulfil the role.

One **Travel Plan Co-ordinator** will be made responsible for developing and implementing the **Travel Plan** and collecting data from the individual establishments. They will lead on this initiative and act as the correspondent between the local authority and the individual

establishments. He / she will ensure ongoing development and implementation of the plan, taking responsibility for liaison with external agencies as appropriate, whilst ensuring that the workforce and visitors are kept fully informed of any new developments in the plan's implementation.

The duties of the **Travel Plan Co-ordinator** will include:

- Present a business case to secure a budget for **Travel Plan** development and ensure its efficient and effective use
- Undertake annual **Staff Travel Surveys** over five consecutive years and supply evidence of this to the District/Borough/City Council and the County Council
- Take responsibility for data collection and review of the **Travel Plan**
- Oversee the development and implementation of the **Travel Plan** on a day-to-day basis
- Obtain and maintain commitment and support from senior managers, staff, union representatives etc
- Design and implement effective marketing and awareness-raising campaigns to promote the **Travel Plan**
- Set up, co-ordinate and attend Steering Groups, Working Groups etc
- Act as a point of contact for all staff requiring information
- Ensure the travel information available is **always** up to date
- Liaise with external organisations, e.g. local authorities
- Negotiate with transport operators to secure discounts for staff
- Co-ordinate the monitoring programme for the **Travel Plan**, including target setting (in agreement with Essex County Council) and make necessary changes if the targets are not being met
- Source and supply travel information packs for all site users

The contact details for the **Travel Plan Co-ordinator** will be submitted to Essex County Council's **Sustainable Travel Planning Team** upon appointment to the role.

3.2 Site Forum

(Please refer to the Guidance Notes to complete this section).

3.3 Partnerships

Partnerships are an important aspect to the success of a **Travel Plan**. By building partnerships with other businesses and community groups we can share best practice and develop new travel initiatives.

A Partnership Group will also be set up and chaired by (*name of Travel Plan Co-ordinator*) which will include representation from each employer on the site. The Partnership Group will be responsible for:

- Agreeing terms of reference and procedures
- Approving resources
- Setting up whole site initiatives
- Agreeing points of contact between partners and other bodies
- Setting up arrangements for sharing information and facilities

4.0 Travel Plan Targets

The success of the **Travel Plan** will be measured against the number of employees making single occupancy car trips, and the level of modal-shift from single vehicular use to sustainable modes such as walking, cycling, car sharing and public transport.

Targets for modal shift will be set following the initial Staff Travel Survey and will be reviewed on an annual basis in conjunction with the District/Borough/City Council and the County Council.

The targets for (*Development/Site Name*) have been identified below:

(You should aim to include 3-5 targets for action here).

Objective	Targets	Timescale Year 1	Timescale Year 2	Timescale Year 3	Timescale Year 4
-----------	---------	---------------------	---------------------	---------------------	---------------------

(Refer to the Guidance Notes for examples of appropriate targets).

5.0 Sustainable Travel Opportunities

5.1 Walking and Cycling

Use this section to detail the opportunities available to encourage employees to walk or cycle as an alternative to driving alone.

The following measures that promote travel choice and should be included within your **Travel Plan** (as a minimum) are:

- Advertising the health benefits of walking and cycling through promotional material.
- Encouraging people to cycle to and from the site by ensuring cycle parking facilities for employees and visitors are widely available.
- Distribution of walking and cycling maps/leaflets.
- Details of nearby walking/cycling outlets.

(See Guidance Notes for further information and examples)

5.2 Public Transport

Use this section to detail the opportunities available to encourage employees and visitors to use local public transport services as an alternative to driving alone.

The following measures that promote travel choice and should be included within your **Travel Plan** (as a minimum) are:

- Provision of timetable and route map information.

- Provision of taster bus/rail tickets.
- Continuous review and update of bus/train timetable and service information, as appropriate.
- Bus and train timetable information accessible via the development notice board / company websites
- Links to information services, e.g. National Rail Enquiries and Traveline
- Details of service providers, for example First / Arriva etc..
- Bus/train user groups

(See Guidance Notes for further information and examples)

5.3 Car Park Management

Use this section to detail the car parking provision for staff and visitors to the site. Outline if there is a parking policy for employees and visitors and also the number of spaces available.

5.3.1 Car Sharing

Use this section to detail how the **Travel Plan** will promote car sharing, and what initiatives will be introduced.

The following measures that promote travel choice and should be included within your **Travel Plan** (as a minimum) are:

- Signpost employees to www.essexcarshare.com - Essex County Council's branded car share scheme which enables people to join for free and search for potential car share matches. It's quick, simple and free. Once someone has joined, they will be matched up with potential sharers as a driver or passenger – consider this when processing applications for parking permits
- Organise coffee mornings or promotional events to help potential car sharers meet

(See Guidance Notes for further information and examples)

5.4 Working Practices

Use this section to list any working practices which are in place and the details of them, which may impact the **Travel Plan** and travel arrangements to the site of employees.

Working hours will vary on *(name of development / site)* due to the number of organisations and the nature of the business. However, it is likely that the whole site will be occupied between the hours of *(state general arrival and departure times)*.

(See Guidance Notes for further information and examples)

5.5 Marketing, Promotion and Information

Publicity is a key element of your **Travel Plan** as it will help you meet many of your objectives. Regular marketing and advertising is the most effective way of ensuring employees are engaged. Consider the following:

- Details of walking websites – for example, www.livingstreets.org.uk
- Details of cycling websites – for example, www.sustrans.org.uk
- Details of ECC website – www.essex.gov.uk/travelsmart
- Provision of journey planning websites, for example:
 - www.traveline.info
 - www.nationalrail.co.uk
 - www.google.co.uk
- Localised area maps and leaflets showing walking and cycling routes within the immediate area of the development
- Focus on promoting the benefits of a car share scheme which will benefit the local environment and reduce traffic going in and out of the site. Publicise www.essexcarshare.com.

(See Guidance Notes for further information and examples)

A **Staff Travel Survey** will be undertaken by *(Name of Travel Plan Co-ordinator)* once the 50th member of staff has been employed on the development, from which baseline data will be retrieved and targets set.

The survey will aim to:

- Identify which modes of transport could be promoted in light of the survey findings
- Establish the popular alternative modes of travel to the site. What do people want to use but currently do not / cannot
- Analyse travel on business data

The results of each **Staff Travel Survey** will provide information on the established travel choices of staff and hence will provide a basis for the setting of targets in the **Travel Plan**.

Agreed targets between Essex County Council and *(Name of Travel Plan Co-ordinator)* will be set which are relevant, measurable and achievable and monitored on an on-going basis.

6.2 Reporting

Travel Plan Reports should be produced and submitted to Essex County Council's **Sustainable Travel Planning Team** for review, identifying how well the **Travel Plan** is doing against its original targets, and what measures are proposed to meet these in the future, along with time scales. Based on the survey results, the success of the overarching **Travel Plan** will be assessed against its targets. All reports must be submitted annually in line with the undertaking of travel surveys and will form part of the **Annual Travel Plan Review**.

(See Guidance Notes for further information)

7.0 Summary

(Development/Site Name/Employer) has agreed to these **Travel Plan** arrangements, which demonstrate the importance of, the environmental, health and commercial benefits of increasing the use of more sustainable modes of travel as an alternative to the private car. *(Development/Site Name/Employer)* is committed to developing this programme with the support of Essex County Council.

X Company / Development Travel Plan Date

The businesses located on (*Development/Site Name*) will be responsible for the ownership of the Travel Plan.

This information is issued by:
Essex County Council

Contact us:
travelplanteam@essex.gov.uk
www.essexhighways.org/safer-greener-healthier-businesses

The information contained in this document can be translated,
and/or made available in alternative formats, on request.

Published May 2021.

SAFER
GREENER
HEALTHIER
Transforming travel in Essex

Essex County Council
Guidance Notes
For a Workplace Travel Plan
Template

May 2021

For a development with multiple occupiers (including new/speculative/extension)

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Staff Travel Survey

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Action Plan

shall mean the identification of all sustainable travel opportunities and activities that should be taken to help achieve the Plan's Objectives.

Travel Plan

shall mean a working plan to include all measures to ensure sustainable means of travel are available to employees of the Development in accordance with the requirements of the National Planning Policy Framework and amended and supplemented from time to time under the provisions of the **S106 Agreement** and the **Annual Travel Plan Reviews**

Section 106 Agreement (S106)

is a legal agreement between Local Authorities and developers; linked to planning permissions or obligations

Annual Travel Plan Review

shall contain a yearly report including the results and analysis of the **Staff Travel Survey** indicating how the **Travel Plan** has been performing

Please read through this document carefully as the **Travel Plan Template** should be completed in the following three stages...

Please read through this document carefully as the **Travel Plan Template** should be completed in the following three stages...

Stage 1 - Planning

In the initial stages of the development of your **Travel Plan Template** please complete all of the sections where the information is known. The unknown information can be completed in **Stage 2** but must be done within the allowed timescales. You should endeavour to complete the template and submit to Essex County Council's Sustainable Travel Planning Team with as many details as possible prior to the signing of the S106 Agreement.

Stage 2 - Development

Elements such as the appointment of the **Travel Plan Co-ordinator** (and notification to Essex County Council's **Sustainable Travel Planning Team**), initial **Staff Travel Survey** undertaken and results analysed plus completion of the **Action Plan** should all be done at this stage.

Stage 3 - Implementation

The **Travel Plan Template** should now be fully completed and will become the functioning **Travel Plan**. It **must** be submitted to Essex County Council's **Sustainable Travel Planning Team** for final approval (and agreement of future targets) **within one year of the employment of the 50th member of staff on the development.**

Overview

A **Travel Plan** will be required for all developments employing 50 staff members or more, or for smaller sites where existing transport, infrastructure, congestion or pollution problems exist.

For your **Travel Plan** to work it is essential that you take ownership of it. The Plan should reflect the sustainability of the development/business, where the site is located and how much time and resource will be put into it.

These guidelines can be used by employers, developers or consultants. Please read through all the guidelines before commencing with your **Travel Plan**.

For more detailed advice please refer to the Essex County Council document: *'Helping you create a Business Travel Plan'*.

Essex County Council is able to assist you throughout the production and implementation of your **Travel Plan**. If you need any help at all contact us:

Telephone: **0345 743 0430**

Email: travelplanteam@essex.gov.uk

Online: www.essex.gov.uk/travelsmart

The process

A **Travel Plan** is a dynamic, evolving management tool that will take account of changing circumstances, ensuring targets are maintained. These guidelines will give you advice on how to organise the production of your Plan.

Implementation

This will vary according to the size of the organisation, and the problems being experienced. Aim to launch the Plan with some quick wins and mark their progress with some form of celebration.

Employees

Your **Travel Plan** will be seeking to influence the travel behaviour of your employees, visitors and other site users. It is essential to keep them informed and involved on what is going on at each stage of the process; seek their feedback from your travel surveys and their views in focus groups.

The following pages are Guidance Notes on how to complete each section of your Travel Plan Template.

1.0 Travel Plan Aim and Objectives

1.1 Travel Plan Aim

(This section has already been completed for you).

1.2 Travel Plan Objectives

You will need to set objectives that help achieve the overarching aim of your **Travel Plan**.

The evidence accumulated in section 6.1 will inspire the setting of appropriate and achievable objectives. These objectives will give direction and provide the focus for your **Travel Plan**.

- The objectives state what you want to achieve by implementing the travel initiatives
- You should concentrate on the primary reasons that inspired you to write the Plan in the first place
- You may like to prioritise your objectives

2.0 Introduction

2.1 Reason for Travel Plan

Use this section to outline the reasons for the Travel Plan, referencing planning conditions and obligations (where appropriate).

Also provide details of any site specific Travel Planning requirements, for example, if the Plan has been requested to mitigate the impact of the development on any pre-existing transport issues, e.g. traffic congestion, or air quality management.

2.2 Background Information

Include background information about the development, its location, developers etc...

Provide details such as:

- Nature of development, i.e. full commercial, mix of commercial/residential, school etc...
- Overall number of commercial/retail units/dwellings etc...
- Timetable of development; including when units are expected to be finished and occupied by
- Key factors about local area and infrastructure

You may also wish to provide the following within the appendix:

- Site map
- Development location plan
- Build-out and phasing plans

Consideration should also be given to the existing transport conditions relevant to the site and its surrounding environment, as well as the proposal of broad measures designed to

effectively manage transport associated with the site and reduce the level of single occupancy car use.

Provide a summary detailing the location of the site and key localities within the surrounding area. Include the approximate distance from the site to the local city/town centre and any roads which provide access to and from the site. Consider the inclusion of:

- Existing pedestrian/cycle access points (on and off road)
- Road names and signage
- Designated crossing points
- Distances and duration of journeys to local schools, shops and other amenities

Detail the location of nearby bus stops and railway stations along with the approximate distances from the development site. Provide bus and train service information, including:

- Approximate distance in miles from local bus stops and railway station(s) to the development site.
- The services numbers/names available from each bus stop and railway station.
- Service frequencies (i.e. day, evenings and weekends).
- Timetable information (service times in minutes/hours).
- Destinations that can be reached via local bus and train services, including journey durations.

3.0 Travel Plan Management

3.1 Travel Plan Co-ordinator

The **Travel Plan Co-ordinator** should be a permanent member of staff appointed by the Developer / Owner with the appropriate skills, budgetary provision and resources to produce, update and manage the continued implementation of the **Travel Plan**; including the provision of information to the District/Borough/City Council and the County Council.

This person should be identified from the outset and will lead on writing and implementing the **Travel Plan**. This person will either have the authority to make decisions themselves or have the direct support of a senior manager who can facilitate decision-making.

The person appointed will need to have:

- Support of Senior Management
- Support from all the individual units
- Access to other support networks such as, IT, finance, administration and HR

The appointment of a **Travel Plan Co-ordinator** is crucial as there must be a point of contact to successfully implement the **Travel Plan**. The contact details for the **Travel Plan Co-ordinator** must be submitted to Essex County Council's **Sustainable Travel Planning Team** upon appointment to the role.

There will be some costs associated with setting up and maintaining the **Travel Plan** therefore it is important to set a budget for the Plan and decide how it is going to be spent. However, you will also need to identify where funding is likely to come from, for instance, you may decide to introduce a charge for car parking. If you do it is very good practice to ring-fence this income to plough back into initiatives that support more sustainable modes of transport.

3.2 Site Forum

A Site Forum should be established as soon as possible to consider general transport issues and problems related to the site. An audit of the site should also be carried out at an early stage to identify its strengths and weaknesses and common issues agreed between all the businesses.

Further details of this group should be sent to Essex County Council's **Sustainable Travel Planning Team**. For example, the companies involved and names of those who will be attending.

3.3 Partnerships

Provide details of other roles and responsibilities that may exist alongside those of the **Travel Plan Co-ordinator**. For example:

- Steering Groups
- Representatives from other businesses on site
- Local public transport groups or operators
- Local walking/cycling groups

Duties of such roles may include:

- Working with the **Travel Plan Co-ordinator** to develop new ideas and engage employees
- Act as a communication channel between employees and **Travel Plan Co-ordinator**
- Hold regular meetings with all parties involved to identify areas for improvement

4.0 Travel Plan Targets

To give momentum to achieving your objectives you should set targets. They should be **SMART (Specific, Measurable, Achievable, Realistic and Time-bound)**.

They should also have a deadline which aims to reach fruition in the short and longer terms.

Clear targets should be set to help achieve the Plans objectives. For example:

- Increase journeys to site by walking by *X%* by *(insert date)*
- Increase journeys to site by cycling by *X%* by *(insert date)*
- Reduce car journeys to site by car by *X%* by *(insert date)*
- Reduce car business mileage by *X%* by *(insert date)*
- Increase the number of meetings using video-conferencing by *X%* by *(insert date)*
- Increase bus and rail patronage by *X%* by *(insert date)*
- Increase number of employees working from home by *X%* by *(insert date)*

Targets for modal shift should be between a **5%** and **15%** reduction in single occupancy car use over a five year period. When setting targets bear in mind factors such as location of the site, access to public transport and access to safe cycling and walking routes.

Targets should be set for each relevant mode of travel (in agreement with **Essex County Council**) which will continue to be monitored over the 5 year monitoring and review programme.

It may be helpful to set out the measures, the deadlines and the targets in one table. An example of how this could be done can be seen below:

Objective	Targets	Timescale Year 1	Timescale Year 2	Timescale Year 3	Timescale Year 4
Reduce drive alone commuting		<i>May 2021 baseline</i>	<i>April 2022 target</i>	<i>April 2023 target</i>	<i>April 2024 target</i>
Reduce drive alone commuting	Increase journeys to site by walking	28.3%	29%	30%	31%
Reduce drive alone commuting	Increase journeys to site by cycling	31.7%	33%	34%	35%
Reduce drive alone commuting	Reduce journeys to site by car	65%	60%	57%	55%

Whilst developing your **Travel Plan** and considering the targets it is worth remembering that...

- A plan containing only marketing and promotion is unlikely to achieve any modal shift
- A plan with the above plus car sharing and cycle measures may achieve a 3-5% reduction in drive alone commuting
- A plan with the above measures plus large (30%+) discounts on public transport plus works buses / additional public transport links will achieve around a 10% reduction
- The combination of all of the above measures plus disincentives to car use can achieve a larger (15-30%) reduction in drive alone commuting

When setting your targets consider what other organisations with a similar profile to yours have achieved, so that you can benchmark your company against others that have faced the same challenges. If your Travel Plan covers several locations then it may be appropriate to set different targets for each site.

All targets should be agreed by Essex County Council's Sustainable Travel Planning Team prior to implementation.

Essex County Councils' Sustainable Travel Planning Team is working with businesses to develop Travel Plans that deliver measurable progression in achieving modal shift.

Travel Plans will be reviewed, monitored, and where applicable, accredited with a Green, Bronze, Silver, Gold or Platinum National Travel Plan Accreditation award supported by Modeshift STARS Business.

For more details on this programme email the travelplanteam@essex.gov.uk.

5.0 Sustainable Travel Opportunities

5.1 Walking and Cycling

Walking is suitable for journeys under 2 miles and can be combined with other methods, such as public transport to cover longer distances, whilst those employees who live within 5 miles of the workplace are potential cycle commuters. If your development is located on quieter roads formal crossings are unlikely to be needed, however their walk ability should be noted in some way.

Cycle routes are likely to only be on parts of routes – both on and off road, with shared and segregated use.

Cycle route maps for Basildon (including Billericay & Wickford), Braintree (including Witham), Brentwood, Chelmsford, Colchester, Harlow and Maldon are available on the Essex County Council website. Further information can be sought from Essex County Council on 0345 743 0430.

In addition to the examples outlined in the template, the following are a selection of measures that promote travel choice and should be included within your **Travel Plan**:

- Form an employee Bicycle Users Group (BUG) to encourage cycling and organise promotional events.
- Provide free cycle training for employees.
- Promotion of national campaigns, for example Walk to Work and Walk to School Weeks, National Bike Week, and Cycle to Work Day.
- Promote the use of online portals such as the Active Essex Challenge Platform (www.activeessex.org).
- Negotiate discounts for employees on bikes and equipment with local cycle outlets
- Introduce a Cycle to Work tax efficient scheme. For more information on schemes like this visit www.cyclescheme.co.uk
- Provide business cycle mileage for staff cycling on company business

5.2 Public Transport

Public Transport can provide a good alternative to the car for many commuter and business related journeys. In addition to the examples outlined in the template, the following are a selection of measures that should also be considered for inclusion within your **Travel Plan**:

- Provision or diversion of existing services to serve the development site (if viable).
- Consider selling rail / bus passes at the workplace
- Provide interest free annual season ticket loans
- Upgrading existing bus stops with shelters, seating, and real-time information displays (ensuring new bus stops are also supplied with these facilities).

5.3 Car Park Management

This is a key element – get this right and everything else falls into place. It is not advisable to wait to see what effect the promotion of other modes of transport has on the car park and then tackle the problem later, as this rarely works and makes it more difficult to resolve. Instead employees could be consulted on car park management in focus groups, as they will often come up with ideas that are very effective.

What you can do to introduce stricter car park management:

- Reduce the number of car parking spaces – if it is more difficult to park it may deter some people from bringing their car to work
- Introduce a parking permit scheme where car parking spaces are provided for staff on the basis of need, e.g. mobility or business travelling. Consider whether those living nearby should be entitled to a permit
- Give priority parking to car sharers – mark out the best spaces within close proximity of the workplace
- Encourage senior managers to give up their priority spaces
- Restrict the number of days employees can park on site. Restricting staff to parking on site to 4 days a week would reduce the number of trips by 20%
- Introduce workplace car park charging (car park spaces cost your organisation between £500 and £600 each per year – security and maintenance etc.), using the revenue to fund other initiatives of the **Travel Plan**. If you are offering free car parking to those who drive then some consideration should be given to offering other incentives to those who use public transport or cycle
- Offer financial incentives for those choosing not to park
- Provide a selection of pool cars or short-term hire vehicles for those travelling on business

Essex County Council strongly recommends that all establishments promote and advertise the car share scheme supported by us (www.essexcarshare.com) and where appropriate all organisations part of a multi-business site set up their own Private Group or Branded website.

Car Sharing should be promoted as an alternative to single occupancy car trips, particularly for journeys which are too far for walking or cycling, and where public transport is not available. Car Sharing is a very effective way of reducing peak hour congestion and easing parking problems in your car park.

In addition to the examples outlined in the template, the following are a selection of measures that should also be considered for inclusion within your **Travel Plan**:

- Provide dedicated car parking spaces for car sharers within close proximity of the workplace
- Consider offering a daily payment to drivers who carry passengers on business trips, for example 5p per mile per passenger

Enforcing a car share scheme does not have to be onerous and can be undertaken by issuing standard permits to each member who participates in the scheme. These permits will need to be displayed on the dashboard of their car when they are parking in the designated spaces. Random checks can then be carried out by car park attendants or the **Travel Plan Co-ordinator**. It can also be self-policing as other members of staff will inform them if somebody is not following the rules! For more information on this refer to the ECC document '*Setting up your own car share scheme*'.

To overcome any barriers it is also suggested that your organisation implements an Emergency Ride Home Scheme for car sharers to ensure that any employee with a domestic issue, or who is feeling unwell can have a free ride home. This scheme provides a safety net, as well as a feeling of greater comfort when car sharing for journeys to and from work, particularly if you have carer responsibilities. The facility can be used to transport you home quickly in an emergency situation, when there is no private transport available to you. The scheme could be made available to all sustainable travellers as well. Refer to the *Essex County Council Procedure for Emergency Ride Home* as an example.

Taxis can also fill the gaps between regular local bus services and the rail network. Below are some suggested measures for inclusion in your **Travel Plan**:

- Negotiate with a local taxi company to see if they will offer a business contract, with reduced rates for employees
- Consider implementing a taxi share scheme for employees

5.4 Working Practices

In this section consideration to alternative working practices should be given and some examples are given below:-

- Tele/Video conferencing
- Home working
- Hot desking – this involves employees using spare desks of colleagues from the workplace, removing the need for them to have their own dedicated office space
- Flexible working
- Nine day fortnight – this system allows staff to take one day off a fortnight if they work the required hours in advance
- Provision of on-site facilities – a range of facilities available on site such as childcare, leisure facilities, banks and shops etc to reduce the number of journeys staff would need to make before, after and during the working day

5.5 Marketing, Promotion and Information

Marketing, promotion and information sharing are important and challenging aspects of the **Travel Plan**, particularly when the message has to be passed on to several different organisations across an extensive site.

There are many ways of promoting your **Travel Plan** and some of those ideas have been listed below:-

- **Promote your Travel Plan on the home page of your intranet**

Make sure that your **Travel Plan** is clearly promoted on your intranet site so that all staff can view the information about the benefits and initiatives easily

- **Organise a launch day**

Set aside a day to promote your **Travel Plan** to your staff. This could include an 'event' or photo-opportunity including a senior member of staff and/or a local celebrity. Throughout the day you should have someone at a stand answering any questions about the **Travel Plan**

- **Bulk email**

This is a useful and inexpensive tool that can be used to distribute publicity information and conduct travel surveys. If your organisation has a policy of not allowing bulk email distribution it is possible to send the email to managers and group leaders asking them to forward onto their staff. Obviously not all employees have their own email addresses so use of other channels will be required to ensure that everyone gets the message

- **Payslips**

This is a commonly used tool for disseminating information to employees and is highly effective in reaching the target audience

- **Desk drop**

Desk drops are relatively easy to organise and are a good way of distributing promotional material

- **Article in In-House magazine**

This can be used to publicise an event or the launch of the **Travel Plan**, highlighting the incentives that are being offered. This could either be a hard copy magazine or an electronic publication.

- **Promotional activities and seasonal events**

Have a stand in a central place – the canteen or reception area – and promote your **Travel Plan** by handing out the different types of promotional material. You can even tie this in with the time of year, for example, you could give out free chocolate eggs around spring time and a pair of gloves in winter. This can provide a relatively cheap way to promote your **Travel Plan** in a fun and light hearted manner!

- **Poster campaign**

Posters promoting your **Travel Plan** could be put up around the building(s), for example, on notice boards, next to coffee machines or outside restroom and break out areas

- **New starter packs**

Include travel information in recruitment letters and then again with induction packs once employees have started the job

- **Promotional items in social media**

Use any of your company's social media channels to promote your **Travel Plan** to staff. For example internal Facebook, Twitter or Yammer channels.

- **Travel Information Board**

Locate a Travel Information Board within a prominent location such as staff break-out room or reception. The information board should be updated on a regular basis with timetable information, travel incentives, events and promotions. A walking/cycling map of the immediate area is also recommended for inclusion along with contact details of the site **Travel Plan Co-ordinator**.

Regular marketing and advertising is the most effective way of ensuring staff awareness of your **Travel Plan**. However, it is not advisable to launch all of your promotional ideas at the same time as a constant drip-feed of information proves to be more successful. Producing the information in this way tends to keep the **Travel Plan** at the forefront of people's minds at all times.

As the **Travel Plan** cannot be marketed under one organisations name, consideration should be given to creating an identity and logo to which all employees across the entire site will recognise. Such branding will have wider benefits when marketing the site and recruiting staff.

Include a description of where the latest news items on travel information will be displayed, for example company intranet / internet or other information network. This information should include discounts on fares, improvements to the cycle shelters and the car share scheme.

Ensure all staff on the site are made aware of the **Travel Plan** and are involved in the development of it. Each of the schemes offered in the **Travel Plan** should be promoted amongst new staff that join the organisation and sent out prior to any interview and/or offer of recruitment.

5.6 Action Plan

After identifying all of the sustainable travel opportunities, actions should be set to help achieve the **Travel Plan** Objectives and meet the Targets set out in section 4.0. Use the blank table supplied in the template to complete your **Action Plan**, giving careful consideration to:

- When the actions will be completed
- Who will undertake the actions and take responsibility
- How much resource each action will cost (both time and money)
- Where the resources will come from

Some example actions have been supplied below:

Target	Action	Implementation Date	Resources Required	Responsibility	Supported By
<i>Increase journeys to site by walking</i>	<i>Provide an umbrella pool</i>	<i>March 20XX</i>	<i>£XXX</i>	<i>Travel Plan Co-ordinator</i>	<i>Facilities Management</i>

<i>Increase journeys to site by walking</i>	<i>Publish maps of local walking routes</i>	<i>Feb 20XX</i>	<i>£XXX</i>	<i>Travel Plan Co-ordinator</i>	<i>Marketing and Printing Team</i>
<i>Increase journeys to site by cycling</i>	<i>Renew cycle shelters</i>	<i>March 20XX</i>	<i>£XXX</i>	<i>Travel Plan Co-ordinator</i>	<i>Facilities Management</i>
<i>Increase journeys to site by cycling</i>	<i>Publish maps of local cycle routes</i>	<i>Feb 20XX</i>	<i>£XXX</i>	<i>Travel Plan Co-ordinator</i>	<i>Marketing and Printing Team</i>
<i>Reduce journeys to site by car</i>	<i>Set up a car share scheme</i>	<i>March 20XX</i>	<i>£XXX</i>	<i>Travel Plan Co-ordinator</i>	<i>Facilities Management</i>
<i>Reduce journeys to site by car</i>	<i>Secure discounts for staff with local bus operator</i>	<i>April 20XX</i>	<i>£XXX</i>	<i>Travel Plan Co-ordinator</i>	<i>Director of Finance</i>

6.0 Travel Plan Monitoring and Review

A £6,132 monitoring fee (current as of 2021/22 financial year) is payable to Essex County Council, who will monitor and review the **Travel Plan** over a 5 year period from date of occupation, in accordance with the collection of the Travel Plan Monitoring Fee, to ensure the business or organisations **Travel Plan** remains an "active" document with the overarching aim of achieving a reduction in single car occupancy.

This consists of three main activities as set out below:

1. Management and co-ordination of annual travel surveys:
 - Creation of questionnaire on online portal including test phase
 - Provision of weekly status reports during active survey period
 - Assistance with promotion of online survey to employees to maximise response rate
 - Production of final survey report
 - Feedback and overview of analysis

2. Setting modal shift targets annually (in agreement with both parties):
 - Reviewing baseline and annual survey data to identify appropriate targets
 - Revision of modal shift targets if applicable, i.e. if Year 1 targets have been exceeded

3. Provision of advice and support to the **Travel Plan Co-ordinators** on site, including review of **Travel Plan** measures and incentives, providing recommendations (where applicable) to further improve the **Travel Plan**.

6.1 Staff Travel Survey

The **Staff Travel Survey** is a questionnaire undertaken to identify the main modes of travel used by employees for journeys to and from work and business trips. The **Travel Survey** should be distributed/directed at all employees travelling to and from the site; asking them how they would prefer to travel, any travel or transport issues they have encountered, and their attitudes towards sustainable modes of travel.

The **Travel Plan Co-ordinator** can undertake this or alternatively each individual unit can collect the data themselves and pass on to the **Travel Plan Co-ordinator**. Ultimately the **Travel Plan Co-ordinator** needs to collate the data and present it to the Essex County Council **Sustainable Travel Planning Team** as part of the **Annual Travel Plan Review**.

The questionnaire should be based upon the information gained from the Site Assessment (*further details on this can be found in 'Helping you create a Business Travel Plan'*) and should also consider what information you hope to obtain.

The initial **Staff Travel Survey** should be undertaken **once the 50th member of staff has been employed on the development**. After carrying out the survey assess the potential for reducing car use, e.g. car share, bus and rail travel, local cycle routes and walking for

those who live close by. Following completion of this survey regular research and monitoring should be carried out to see if targets are being met and to assess any attitudinal changes that may be occurring.

The Essex County Council **Sustainable Travel Planning Team** has an online travel survey which automatically produces data that can be analysed and compared from year to year. The survey will benchmark your organisation's travel behaviour and document the progress of the implemented **Travel Plan**. For more information call 0345 743 0430 or email the travelplanteam@essex.gov.uk.

6.2 Reporting

Travel Plan Reports must be submitted to the Essex County Council's **Sustainable Travel Planning Team** for review and should contain the results and analysis of the **Staff Travel Survey** indicating how the **Travel Plan** has been performing. The data provided will be used to identify the progress of the **Travel Plan** against its targets and objectives.

The **Travel Plan Co-ordinator** must make arrangements for the **Staff Travel Survey** to be repeated over 5 consecutive years to understand the impact on travel behaviour to the site plus ensuring ongoing development and improvement of the **Travel Plan**.

An **Annual Travel Plan Review** must also be undertaken every year to assess the progress of the Plan with evidence of these Reviews in the form of a report sent to the **Essex County Council's Sustainable Travel Planning Team** within two months of each subsequent survey having been undertaken.

Identify how you will test the effectiveness of your **Travel Plan** and what the indicators of success will be.

You will need to cover:

- Who will be responsible for collecting the information needed?
- What information is to be collected? This will relate directly to the targets you have set

- It will include quantitative information (e.g. percentage increase in cycling / walking) as well as qualitative information (a change in perceptions about safety / health / built environment)
- Detail the appropriate remedial actions that will be taken if the **Annual Travel Plan Review** shows that the **Travel Plan** targets have not been achieved, e.g. further funding allocated to provide support to the **Travel Plan Co-ordinator**

If the set targets are not being achieved then revised measures will be agreed by the Essex County Council's **Sustainable Travel Planning Team** and implemented by the **Travel Plan Co-ordinator** to reduce travel to the site by the private car. Additional measures identified must be agreed by Essex County Council prior to implementation.

7.0 Summary

This section has already been completed for you and the only requirement is to enter the name of your Development/Site.

This information is issued by:
Essex County Council

Contact us:
travelplanteam@essex.gov.uk
www.essexhighways.org/safer-greener-healthier-businesses

The information contained in this document can be translated,
and/or made available in alternative formats, on request.

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