

## Decision under Delegated Powers

### **Officer Requesting Decision (if necessary)**

Team Leader Local development

### **Officer Making the Decision**

Head of Planning & Regeneration Services

### **Recommendation**

That a Deed of Variation is completed to the existing s106 Legal Agreement for the development at Hollywell Park, Ashby Road Loughborough (P/07/2740/2)

### **Reason**

The s106 Agreement is being amended further to:

- i. Extend the Travel Plan period from 5 to 6 years and the monitoring period from annually to bi-annually.
- ii. Revise the minimum Single Occupancy Vehicle (SOV) trip reduction target from 20% to 10%
- iii. Remove the link between the success in meeting SOV trip reduction targets and the payment of the financial penalty of a maximum of up to £200,000 and the timing of the payment.
- iv. To bring forward the timing of the payment of a financial penalty described the change above in iii
- v. To remove the requirement to pay a financial contribution towards extending bus penetration into the Science and Enterprise Park.
- vi. Increase the period in which free bus passes would be provided for new employees from three to Six months.

### **Authority for Decision**

As this application was received prior to the Council decision to amend the constitution on 27 February 2017 (minute 77.3 16/17 refers) the provision of the previous constitution apply.

Part 2a of the Council Constitution - Delegation to the Head of Planning and Regeneration

2. To agree non-material amendments and minor material amendments to planning permissions where no demonstrable harm would be caused to an interest of acknowledged importance.
21. To negotiate the heads of terms of section 106 agreements.

### **Decision and Date**



6 December 2017

## **Background**

A revised planning application has been submitted and considered under planning reference P/15/1598/2. A Ward Referral report summarising the planning considerations has been authorised under delegated authority by senior officers and sent to Ward Councillors in September 2015 (appendix 1). The Deed of Variation to the S106 Agreement has been circulated and is awaiting engrossment (a copy of the final draft Deed of Variation and the Ward Referral report is also attached as appendix 2).

Local Members at the time of circulating the Ward Referral were happy for the Deed of Variation to be completed under delegated powers and did not request it was bought back before Plans Committee.

## **Relevant Planning History**

This is set out in the planning history and the Ward Referral Report, but the site has planning permission for the erection of a science and enterprise park, on which work has commenced.

## **Policy Considerations**

### Development Plan

Policy CS1 of the Charnwood Core Strategy 2011 to 2028 – Development Strategy - sets out the development strategy for the Borough including planning positively for up to a 77 hectare expansion of Science and Enterprise Park to the West of Loughborough University.

Policy CS6 of the Charnwood Core Strategy 2011 to 2028 - Employment and Economic Development – sets out how by 2028 the Borough will meet the economic needs of its community and support the economy of Leicester, including the delivery of the Science and Enterprise Park.

Policy CS24 of the Charnwood Core Strategy 2011 to 2028 - Delivering Infrastructure – sets out that infrastructure should be delivered having regard to the economic viability and circumstances.

Policy CS17 of the Charnwood Core Strategy 2011 to 2028 - Sustainable Travel – sets out how the Borough will seek to achieve a 6% shift from travel by private car to walking, cycling and public transport.

Policy CS23 of the Charnwood Core Strategy 2011 to 2028 - Loughborough University and Science & Enterprise Park – relates to the Science Park extension to the east of the application site.

Saved Policy E/4 of the Charnwood Local Plan (2004) – Loughborough Science Park. Sets out the Boroughs Vision for the Loughborough Science Park. This application falls within the Loughborough Science Park allocation.

Saved Policy TR/4 of the Charnwood Local Plan (2004) – sets out the Boroughs intentions with regards to roads and highway improvements to be provided in association with new development

### **Consultations**

- ) Leicestershire County Highway Authority
- ) Ward Members
- ) Storer and Ashby Road Resident Group
- ) Forest Road and Hollywell Road Area Residents Group

Comments received are summarised in Ward Referral Report attached.

### **Considerations**

The development is being implemented.

The proposed variations to the Section 106 legal agreement relate to the Transport Assessment. Leicestershire County Highway Authority have been involved for a number of years in discussions regarding the proposed variations and agree with them. Leicestershire County Council Highway Authority is signatory to the S.106 and have already signed the Deed of Variation.

The only objection to be raised by local residents has been regarding the issue of the Footpath/Cycleway. The obligations set out within the S.106 regarding this footway/cycleway will remain unaltered by the Deed of Variation.

### **Financial Implications**

There are no financial implications for the Borough Council. Any financial impact arising from the changes fall to the Highway Authority and the applicant.

### **Risk Management**

<b>Risk Identified</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Risk Management Actions Planned</b>
Reputational damage to the Council as a consequence of costs and penalties incurred	Likely	moderate	The Highway Authority has engaged with the local planning authority and has agreed the proposals detailed in the report

Risk Identified	Likelihood	Impact	Risk Management Actions Planned
by the university			

Key Decision: No

Background Papers:

Planning files: P/15/1598/2 and P/07/2740/2

Delegated Report

Agreed Deed of Variation

# **Appendix 1**

**Application Reference Number** P/15/1598/2

<b>Application Type:</b>	Outline Planning Permission	<b>Date Valid:</b>	04/08/2015
<b>Applicant:</b>	Loughborough University		
<b>Proposal:</b>	Variation of the terms of the section 106 agreement attached to P/07/2740/2		
<b>Location:</b>	Land at Hollywell Park Ashby Road Loughborough Leicestershire		
<b>Parish:</b>	Loughborough	<b>Ward:</b>	Loughborough Nanpantan
<b>Case Officer:</b>	Jacqueline Jackson	<b>Tel No:</b>	01509 634770

---

The purpose of this report is to provide information so that the Ward Councillors can advise whether the Plans Committee should consider the application, rather than the decision remaining delegated to the Head of Planning and Regeneration. Any delegated decision will incorporate the recommendation set out at the end of this report.

## **Description of the Application**

This report is regarding a deed of variation which seeks to vary the terms of the s.106 legal agreement attached to planning permission P/07/2740/2 for the Science and Enterprise Park. The Head of Legal Services normally has delegated power to enter into such variation agreements. This report is for Ward Members to consider the proposed changes and to consider if the deed of variation should be processed under delegated powers or whether Plans Committee should consider the new terms.

The original planning application was reported to Plans Committee on the 19<sup>th</sup> February 2009. The committee resolved to grant planning permission with conditions, subject to a S.106 legal agreement and a referral to the Secretary of State. The Heads of terms set out in the committee report were the following;

### *Recommendation B*

*That the Directors of Governance and Procurement and of Development be authorised to enter into an agreement under Section 106 of the Town and Country Planning Act 1990 to secure the following obligations on terms to be finalised by them, in consultation with the County Highway Authority and The Highways Agency. The following is intended as a guide as to the content of the agreement. There will need to be final detailed consideration with the applicant as to the exact terms of the final clauses in the agreement:-*

1. No building shall be occupied or used until such time as a Green Travel Plan (the Science Park Plan) covering the entire application site has been submitted to and agreed in writing by the local planning authority, in consultation with the highway authority and the Highways Agency. The Science Park Plan shall include measures for the management of car use and on-site car parking and a strategy to secure and sustain decreases in car use for travel to, from and at work and increases in car sharing, public transport use, cycling and walking. The Plan shall specify an initially five year plan period and contain relevant surveys, reviews and monitoring mechanisms, and identify targets, timescales penalties, phasing programmes and management responsibilities. The objective will be that at the end of the plan period a minimum of 20% of occupiers/users of the development will travel to and from the site by means other than the private car.

2. *The Science Park Plan shall set out:*

- 1) the mechanisms by which occupiers of units on the application site will be obligated to implement their own specific 'nested' unit travel plans (the Unit Plans) in accordance with the Science Park Plan;
- 2) the details of the measures to be adopted;
- 3) the mechanisms and time scales for implementing those measures;
- 4) details of the targets for the reduction in use of the private car and the penalties which will apply in the event that targets is missed;
- 5) the details of how the Science Park Plan shall be kept under review to achieve continual improvement in the reduction in the number of car journeys to the development. This shall include a monitoring report to be submitted annually, on the anniversary of the first use or occupation of the development to the Local Planning Authority, which shall set out:
  - i. details of progress in implementing the plan;
  - ii. details of any enhancement or additional measures or other amendments to be implemented in the light of the monitoring report;
  - iii. details of how failures to implement the measures in the approved Science Park Plan or the Unit Plans are to be remedied.
- 6) any enhancements, additions or remedies as referred to in ii) and iii) above shall have first been approved by the Local Planning Authority before being implemented and thereafter shall form part of the approved Science Park Plan.

3. *The Science Park Plan shall be implemented in accordance with the following features*

- a. *Implementation in accordance with the time scales agreed pursuant to 2. above.*

- b. *The applicant shall ensure that Unit Plans are submitted, approved and implemented within two months of an individual unit being first used or occupied.*
  - c. *A transport mode and travel pattern survey shall thereafter be conducted not less than every 12 months for a minimum period of 5 years initially from the first use or occupation of the development which will examine the contribution that is being made by cycling, public transport, car sharing, the provision and control of car parking, tele-working, and emergency taxi cover.*
  - d. *A person shall be identified as a coordinator and point of contact for the purposes of the Science Park Plan.*
  - e. *The TPF shall be carried out as approved.*
  - f. *The local planning authority shall be notified of the results of the survey not later than the end of each calendar year.*
  - g. *Minimum targets for the reduction in private car usage should be set in the light of current knowledge and circumstances.*
  - h. *The target may be reviewed in the light of, amongst other things, the outcomes of surveys to establish the base situation and the impacts of the development on traffic conditions in the area.*
  - i. *The penalty for missing the target shall be set at a maximum of £200,000, and a mechanism for a level of payment relative to success in meeting the target will be set out in the TPF.*
  - j. *Any payment shall be made no later than 5 years after first use or occupation the development.*
4. *The development shall include a range of specific infrastructure measures designed to encourage the use of sustainable modes of transport and which would be provided within an agreed time frame. The measures would include:*
- a. *The provision of a pedestrian/cycle link from Kirkstone Drive to the south of the university campus to the development site, following the occupation of the first 9,000 sq.m. of floorspace in the development, in accordance with details to be previously agreed with the local planning authority;*
  - b. *The provision of cycle/pedestrian paths on the south side of Ashby Road with appropriate measure to secure the crossing of the road to facilities on the north side.*
  - c. *The upgrading of bus stop facilities on Ashby Road, Holywell Way and Oakwood Drive, including the provision of Startrak where available;*
  - d. *A contribution to the cost of extending bus penetration into the science and enterprise park.*
  - e. *The provision of free bus passes to new employees at the site for a three month period.*

The S.106 legal agreement was completed on the 24<sup>th</sup> May 2012, and Planning Permission was issued on the 1<sup>st</sup> June 2012.

The application is supported by a copy of the Draft Deed of Variation as well as a document clearly showing the original wording of the s.106 legal agreement and the new proposed wording. This is on the Borough Councils

website for reference. In summary the proposed modification to the legal agreement would do six things;

- a. Extend the Travel Plan period from 5 to 6 years and the monitoring period from annually to bi-annually. This would be a change to recommendation B(1) of the Committee Report, copied above.
- b. Revise the minimum Single Occupancy Vehicle (SOV) trip reduction target from 20% to 10%. This would be a change to recommendation B (1) of the Committee Report, copied above.
- c. Remove the link between the success in meeting SOV trip reduction targets and the payment of the financial penalty of a maximum of up to £200,000 and the timing of the payment. This would be a change to recommendation B(3) of the Committee Report, copied above.
- d. To bring forward the timing of the payment of a financial penalty described the change above in c. This would be a change to recommendation B(3) of the Committee Report, copied above.
- e. To remove the requirement to pay a financial contribution towards extending bus penetration into the Science and Enterprise Park. This would be a change to recommendation B (4) of the Committee Report, copied above.
- f. Increase the period in which free bus passes would be provided for new employees from three to Six months. This would be a change to recommendation B (4) of the Committee Report, copied above.

Initially there were proposals to remove the footpath/cycle link which is required by the s.106 agreement and was included within Recommendation B(4a) of the Committee Report. However this proposal has now been withdrawn from the Deed of Variation in light of concerns raised. The applicant seeks approval for the discharge of this obligation by providing a plan for the link from Kirkstone Drive, which needs to be agreed in writing with the local planning authority, under the terms of the section S.106 agreement. But this does not impact on the modifications sought under the Deed of Variation being considered here.

### **Responses of Statutory Consultees**

Leicestershire County Highway Authority –Has confirmed it has been in discussions with the University over a number of months now and has agreed in general to the proposed variations. The Highway Authority highlights that the final Deed of Variation will need to be signed by Leicestershire County Council's Legal Department.

### **Other Comments Received**

Comments have been received from two local residents regarding the re-routing of the pedestrian/cycleway from Kirkstone Drive, as indicated in the documents supporting the Universities submission. These relate to the length of the proposed route and not being direct, as previously discussed.

For reference, copies of all the letters are on the Borough Councils website in full.

### **Consideration of the Planning Issues**

The proposed variations to the Section 106 agreement relate to the Transport Assessment. Leicestershire County Highways have been involved for a number of months in discussions regarding the proposed variations and agree with the variations subject to the Legal Departments sign off. Leicestershire County Council is a signatory to the S.106 and will be a signatory to the Deed of Variation.

The only objection to be raised by local residents has been regarding the issue of the Footpath/Cycleway. The obligations set out within the S.106 regarding this footway/cycleway will remain unaltered by the Deed of Variation.

For this reason it is not considered there are any justifiable reasons to not sign the Deed of Variation into on the proposed grounds, under delegated powers. The matters to be varied relate to the Travel Plan and Transport Assessment and Leicestershire County Highways have not raised any objections. It is therefore recommended that delegated authority be confirmed for the Head of Strategic Support to enter into the Deed of Variation of the Section 106 Agreement.

## **Appendix 2**

**DATED** **2017**

---

**THE COUNCIL OF THE BOROUGH OF CHARNWOOD (1)**

**- and -**

**LEICESTERSHIRE COUNTY COUNCIL (2)**

**- and -**

**LOUGHBOROUGH UNIVERSITY (3)**

### **AGREEMENT**

Pursuant to Section 106 of the  
Town and Country Planning Act 1900

Development of land at Holywell Park Ashby Road  
Loughborough

**AN AGREEMENT** is made on the                    day of  
2017

**BETWEEN**

- (1) **THE COUNCIL OF THE BOROUGH OF CHARNWOOD** of Southfields Loughborough Leicestershire LE11 2TX ("the Council"); and
- (2) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicestershire, LE3 8RA ("the County Council")
- (3) **LOUGHBOROUGH UNIVERSITY** of Ashby Road, Loughborough Leicestershire ("the Owner")

Both hereinafter referred to as the Parties and Party shall be construed accordingly

**RECITALS**

- 1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area in which the Site is located and by whom the obligations contained in this Deed are enforceable.
- 2) The County Council is the local highway authority for the area in which the Site is situated.
- 3) The Owner's title is registered with Absolute Title at HM Land Registry under Title Number LT301949, LT301948 and LT410643.
- 4) The Owner by a written application registered on 13 September 2007 has applied to the Council for permission to carry out the development on the Site consisting of the erection of a Science and Enterprise Park development which is more particularly described in Planning Application reference number P/07/2740/2 and the plans submitted therewith ("the Development")
- 5) Having regard to the provisions of its Development Plan and to all other material considerations the Council has resolved to grant planning permission for the Development in accordance with the Planning Application subject to certain conditions and to the making of this Agreement without which Planning Permission for the Development would not have been granted
- 6) The Parties entered into a section 106 agreement dated 24<sup>th</sup> May 2012 ("the 2012 Agreement")
- 7) The Parties have agreed that the 2012 Agreement shall be amended by this Deed as set out under the Schedule below

**IT IS HEREBY AGREED:**

- 1.1 In this Deed unless the context requires otherwise the following words and expressions have the meanings as set out opposite to them

"the Act"	the Town and Country Planning Act 1990 and any statutory amendments or modifications thereto
"the Commencement of Development"	the date upon which the Owners shall begin the Development by the carrying out of a material operation in accordance with the provisions of Section 56(4) of the Act
"the Development"	the Development authorised by the Planning Permission
"the Site"	all that freehold land known as Holywell Park Ashby Road Loughborough and shown edged red on the Plan
"the Plan"	the Plan attached to this Agreement
"the Planning Application"	the Planning Application submitted by the Owner to the Council on 13 September 2007 and carrying reference number P/07/2740/2
"the Planning Permission"	Planning Permission under Part III of the Act for the Development pursuant to the Planning Application a copy of which is attached as the First Schedule to this Agreement
"the Science Park Plan"	a scheme to be agreed between the Council and the Owner in consultation with the County Council containing measures for the management of car use and on-site car parking and a strategy to secure and sustain a decrease in SOV Trips to, from, and at the Site and increases in car sharing, public transport use, cycling and walking in accordance with the provisions of the Second Schedule
"Personal Travel Survey"	a survey by means of a personal interview paper or electronic questionnaire to be completed by each individual making a visit to a particular destination in a specified time period containing, as a minimum, questions about the mode and time of day of travel, the origin and purpose of the trip and basic characteristics of the traveller (e.g. any factor that might have influenced the respondents travel choices). A Personal Travel Survey may contain additional factual or opinion questions relevant to the purpose of the survey or about related

behaviour (i.e. a driver's parking options or a bus users ticket options). The survey responses may be subject to the provisions of the Data Protection Act.

"Unit Travel Plan"

a Travel Plan to be prepared for each building or unit within the Site whose content shall be in general accordance with the Science Park Plan.

- 1.2 Clause headings in this Deed are for convenience only and do not affect its interpretation.
- 1.3 The masculine feminine and neuter genders include each of the other genders and the singular include plural and vice versa
- 1.4 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement
- 1.5 A reference to a clause or schedule is a reference to a clause or a schedule contained in this Agreement.
- 1.6 Reference to any party in this Agreement shall include the successors in title of that party
- 2 This Agreement is made in pursuance of Section 106 of the Act 1990 and the covenants contained in Clause 5 are planning obligations for the purpose of that section.
- 3 The parties to this Agreement have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Site, the Owner and any person or persons deriving title from the Owner.
- 4 Save for Clause 6.2 and 6.3 (costs) this Agreement is conditional and shall only have effect upon
  - 4.1 The date upon which the Council grants Planning Permission; and,
  - 4.2 The date of the Commencement of Development

### **Agreement**

- 5.1 The Parties hereby agree that the obligations terms and conditions of the 2012 Agreement shall be modified by this Deed in accordance with the Schedule to this Deed
- 5.2 The Parties jointly and severally covenant and agree that insofar as the 2012 Agreement is not expressly modified under this Deed then the 2012 Agreement shall remain in full force and effect

### **Costs**

- 6.2 To pay the Council on the execution hereof the Council's reasonable legal costs in connection with the preparation and execution of this Agreement.

- 6.3 To pay the County Council on the execution hereof the County Council's reasonable legal costs in connection with the preparation and execution of this agreement.

### **Council Covenants**

- 7 The Council covenants with the owner that it will not unreasonably withhold or delay its approval, consent or agreement to the Science Park Plan or any modification thereof proposed by the Owner from time to time.

### **County Council Covenants**

- 8 The County Council covenants with the owner that it will not unreasonably withhold or delay its approval, consent or agreement to the Science Park Plan or any modification thereof proposed by the Owner from time to time.

### **Liability**

- 9 No person shall be liable for any breach of the covenants, restrictions or obligations contained in this Agreement after has parted interest in the Site or the part of the it in respect of which such breach occurs but without prejudice to his liability for any subsisting breach of covenants prior to parting with such interest.

### **Miscellaneous**

- 10 For the avoidance of doubt it is hereby declared:
- a) That nothing contained or implied in this Agreement shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority and the rights, powers, duties and obligations of the Council under all public and private statutes, by-laws, orders and regulations may be as fully and effectually exercised in relation to the Land comprised within this Agreement or adjoining or adjacent thereto as if the Council were not a party to this Agreement; and,
  - b) That the Council is not bound by anything contained or implied in this Agreement to provide or permit the use of its lands or any interest therein in any way so as to facilitate the use and development of the land; and,
  - c) Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed nor shall any payment be due hereunder in respect of any such development carried out pursuant to such other planning permission

### **Dispute Provisions**

- 11.0 In the event of any dispute or difference arising between [any of] the parties to this Deed in respect of any matter contained in this Deed (including without limitation a dispute in respect of a draft Science Park Plan) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by, or on behalf of, the President for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.1 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 11.0 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.2 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescales allowing for the nature and complexity of the dispute and in any event not more than twenty eight working days after the conclusion of any hearing that takes place or twenty eight working days after he has received any file or written representation.
- 11.3 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 11.4 If the expert shall approve the Science Park Plan such approval shall for the avoidance of doubt fully satisfy the requirements of Clauses 5.1 and 5.2 and the Science Park Plan shall be deemed to have been approved by the Council and the County Council accordingly.

### **Local Land Charges**

- 12.0 This Deed is a local land charge and shall be registered as such

### **Third Parties**

- 13.0 The parties agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**IN WITNESS** whereof the parties hereto have duly executed this Agreement as a Deed the day and year first before written.

The Common Seal of **THE  
COUNCIL OF THE  
BOROUGH OF  
CHARNWOOD** was hereby  
affixed to this Deed in the  
presence of:

The Common Seal of  
**LEICESTERSHIRE  
COUNTY COUNCIL** was  
hereby affixed to this Deed in  
the presence of:

SIGNED as a DEED by  
**LOUGHBOROUGH  
UNIVERSITY** in the presence  
of

**Vice Chancellor**

**Chief Operating Officer**

## **THE FIRST SCHEDULE**

### **The Planning Permission**

## THE SECOND SCHEDULE

<b>Reference clauses in the 2012 Agreement</b>	<b>Description of Modification</b>
Page 3 Definitions and Interpretation	<p>Remove the Definition ‘the Planning Application and replace with the following:</p> <p>the Planning Application submitted by the Owner to the Council on 13 September 2007 and carrying reference number P/07/2740/2</p>
Definitions and Interpretation	<p>Insert the following definitions:</p> <p>“Personal Travel Survey” means a survey by means of a personal interview paper or electronic questionnaire to be completed by each individual making a visit to a particular destination in a specified time period containing, as a minimum, questions about the mode and time of day of travel, the origin and purpose of the trip and basic characteristics of the traveller (e.g. any factor that might have influenced the respondents travel choices). A Personal Travel Survey may contain additional factual or opinion questions relevant to the purpose of the survey or about related behaviour (i.e. a driver’s parking options or a bus users ticket options). The survey responses may be subject to the provisions of the Data Protection Act.</p>
Definitions and Interpretation	<p>Remove the Definition “SOV Trip” and replace with the following:</p> <p>“Single Occupancy Vehicle (SOV) Trip” means a movement to, or from, the site by a Single Occupancy Vehicle.</p> <p>“Single Occupancy Vehicle (SOV)” means a car or light van carrying only a driver and no other person.</p>

	<p>Unit Travel Plan” means a Travel Plan to be prepared for each building or unit within the Site whose content shall be in general accordance with the Science Park Plan.</p>
Page 18- The Second Schedule	<p>Remove the Second Schedule and replace with the wording set out below titled “The Science Park Plan”</p>
Page 21- The Third Schedule	<p>Remove the Third Schedule</p>

### **The Science Park Plan**

1. The Science Park Plan to be submitted by the Owner pursuant to Clause 5.1 shall specify an initial six year plan period and contain relevant surveys, reviews and monitoring mechanisms, and state and explain the SOV Reduction Target, phasing programmes and management responsibilities with the objective that at the end of that six year period there will be a minimum reduction of 10% of SOV Trips to and from the Site compared to a trip level projected forward on the assumption that no Travel Plan and traffic mitigation measures would have been implemented during the Plan period. The forward projection is to be based on a travel to work survey conducted within one year prior to the start of the plan period. The biennial Personal Travel Survey shall, as a minimum, include questions covering the mode, time of day and origin / destination of the trip in order to enable an assessment to be made of the reduction to SOV Trips being made by cycling, public transport, car sharing, the provision and control of car parking, teleworking, and emergency taxi cover at the time of the survey. Following completion of the Personal Travel Survey and acting upon the findings contained within it, the parties, acting reasonably, will review the Single Occupancy Vehicle minimum reduction target so as to establish and agree whether modifications need to be made to the target.

The Science Park Plan shall include but not be limited to:

- 1.1 The mechanisms by which occupiers of units on the Site will be obliged to implement their own specific 'nested' travel plans ("the Unit Plans") in accordance with the Science Park Plan;
  - 1.2 Details of the measures to be adopted;
  - 1.3 The mechanisms and timescales for implementing those measures;
  - 1.4 The targets for the reduction in SOV Trips and shall include details of the possible additional trip reduction measures that may be implemented in the event that the targets are missed;
  - 1.5 Details of how the Science Park Plan shall be kept under review to achieve reasonable further improvement in the reduction of SOV Trips to the Site. This shall include details of a monitoring report to be submitted bi-annually to the local planning authority, which shall set out:
    - a) details of progress in implementing the Plan;
    - b) details of any enhancement or additional measures or other amendments to be implemented in the light of the monitoring report; and,
    - c) details of how failures to implement the measures in the approved Science Park Plan or the Unit Plans are to be remedied.
  - 1.6 Any enhancements, additions or remedies referred to in paragraphs 3.1, 3.2, and 3.3 shall have first been approved by the local planning authority and County Council before being implemented and thereafter shall form part of the approved Science Park Plan
2. The Science Park Plan shall be implemented in accordance with the following features:
- 2.1 Implementation in accordance with the timescales agreed pursuant to Clause 1.3;
  - 2.2 The Owner shall ensure that the Unit Plans are submitted, approved and implemented within six months of an individual unit being first used or occupied (unless otherwise agreed in writing by the LPA) and the Unit Plan for the Advanced Technology Innovation Centre be submitted, approved and implemented within six months of the date of this agreement PROVIDED THAT the Unit Plans shall not:
    - i) require an occupier or owner of part of the Site to implement measures other than fair and proportionate measures within the framework of the Science Park Plan itself: nor,
    - ii) to incur any costs or penalty contributions additional to those secured by the Science Park Plan itself.
  - 2.3 The Owner will continuously monitor the number of vehicular trips to and from the Site and be in a position to report reliable total and maximum

peak hours, daily and periodic flows in each direction to the local planning authority and local highway authority. In addition a Personal Travel Survey, of all persons making trips to the Site, shall be conducted on a typical working day during the 24<sup>th</sup>, 48<sup>th</sup>, and 72<sup>nd</sup> months after the first use or occupation of the Site. The biennial Personal Travel Survey shall include questions relating to the mode, time of day and origin / destination of the trip in order to examine the contribution being made to SOV trip reduction targets of cycling, car sharing the provision and control of car parking, teleworking and emergency taxi cover at the time of the survey;

- 2.4 A person shall be identified as a co-ordinator and point of contact for the purposes of the Science Park Plan;
  - 2.5 The Science Park Plan shall be implemented in accordance with the approved details;
  - 2.6 The Council shall be notified of the results of the bi-annual travel survey as early as possible, and not later than the end of the calendar year in which the survey was conducted;
  - 2.7 Minimum targets for the reduction in private car usage shall be set in the light of current knowledge and circumstances;
  - 2.8 The targets may be reviewed in the light of, amongst other things, the outcome of surveys to establish the baseline situation and the impacts of the Development on traffic conditions in the area.
3. The Development shall include a range of specific infrastructure measures designed to encourage the use of sustainable modes of transport which would be provided within an agreed time frame. The measures shall include, but not be limited to:
    - 3.1 The provision of a pedestrian / cycle link within the site from Kirkstone Drive (to the south of the University Campus) to the site (as shown on drawing number 12505/B/02 dated 11/06/2015), following the occupation of the first 9,000 sq.m of floorspace in the Development, in accordance with the details to be agreed with the local planning authority.
    - 3.2 The provision of cycle / pedestrian paths on the south side of Ashby Road (A512) with appropriate measures to secure the crossing of the road to residential areas / facilities on the northern side of Ashby Road;
    - 3.3 The upgrading of bus stop facilities on Ashby Road, Holywell Way and Oakwood Drive Site, by agreement with the Owner (such agreement shall not be unreasonably withheld or delayed), to include provision and service connection of a real-time bus information (RTBI) display board at each bus stop if RTBI services are operating on routes within the area during the period referred to in Clause 1 of the Second Schedule.
    - 3.4 The provision, on application by a new employee of an occupier of the Site, of a free bus pass the cost of which shall be capped at £280 per applicant or the cost of providing a pass for 6 month period beginning from the employee's first day of employment, whichever is the lesser.

