

DATED

3 November 2008

(1) Lunney Assets Corp.

and

(2) North Wiltshire District Council

and

(3) Wiltshire County Council

and

(4) Bank of Scotland plc

and

(5) Bridgemere Limited

**AGREEMENT relating to land at former HMS Royal Arthur,
Westwells, Neston, Wiltshire
Pursuant to Section 106 of the Town and Country
Planning Act 1990 (as amended)**

This Agreement is made the 3rd day of November
2008

BETWEEN

- (1) **LUNNEY ASSETS CORP** of Bridge House, Bridge Street, Castletown, Isle of Man, IM9 1AX ("LAC");
- (2) **NORTH WILTSHIRE DISTRICT COUNCIL** of Monkton Park, Chippenham, Wiltshire, SN15 1ER (the "Council");
- (3) **WILTSHIRE COUNTY COUNCIL** of County Hall, Trowbridge, Wiltshire BA14 8JD (the "County Council");
- (4) **BANK OF SCOTLAND** of Citymark, 150 Fountainbridge, Edinburgh EH3 9PE (the "Bank"); and
- (5) **BRIDGEMERE LIMITED** incorporated in Isle of Man - registered number 55340C c/o Large & Gibson, 49 Kent Road, Southsea, PO5 3EJ (the "Second Charge Holder").

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The County Council is the local highway authority for the area in which the Site is situated.
- 3 LAC is the freehold owner of the Site and it is interested in the Site for the purposes of Section 106 of the Act.
- 4 LAC has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 5 The Bank has an interest in the land pursuant to a charge dated 11 January 2008 and noted in the charges register of title number WT269191. The Bank has agreed to enter into this Deed for the purpose of giving consent to LAC to bind the Site.
- 6 Second Charge Holder holds a second charge in respect of the Site.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act" the Town and Country Planning Act 1990 (as amended).

"Application"	the application for planning permission dated 22/01/08 submitted to the Council for the Development and allocated reference number 08/00133/FUL.
"Charge"	means the charge on the Site in favour of the Bank dated 11 January 2008.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Communal Facilities"	a 75 bed care home, a community care, activity and social centre and a satellite GP surgery. The communal facilities to be provided to be substantially in accordance with drawing numbers 1624 PL 01, 1624 PL 02, 1624 PL 04, 1624 PL 05, 1624 PL 10, 1624 PL 11, 1624 PL 12, 1624 PL 13, 1624 PL 14, 1624 PL 15, 1624 PL 20, 1624 PL 21, 1624 PL 30, 1624 PL 31, 1624 PL 50 and 1624 PL 51.
"Development"	the Development of the Site including the development of an extra-care community consisting of the Communal Facilities, the Extra-Care Apartments and associated facilities.
"Extra-Care Apartments"	means 220 Extra-Care apartments designed for the provision of the Extra Care Features in the Fourth Schedule. The apartments to be substantially in accordance with drawing numbers 1624 PL 61, 1624 PL 62, 1624 PL 63, 1624 PL 64, 1624 PL 65, 1624 PL 66, 1624 PL 67, 1624 PL 68, 1624 PL 69, 1624 PL 70, 1624 PL 71, 1624 PL 72, 1624 PL 73, 1624 PL 74, 1624 PL 75, 1624 PL 76 and 1624 PL 80.
"Extra Care Features"	means the extra care features in the Fourth Schedule.
"Framework Travel Plan"	The plan in the Fifth Schedule, approved by the Council and the County Council, setting out a package of measures to be adopted by LAC in the management of the Site with a view to reducing the trips in motor vehicles to and from the Site and promoting the use of environmentally friendly transport.
"Planning Permission"	the planning permission subject to conditions to be granted pursuant to the Application.

“Public Rights of Way Works”	The works to the Public Rights of Way identified in the First Schedule.
“Roadworks Index”	means the Department for Business Enterprise and Regulatory Reform Public Sector Construction Works Quarterly Building Price and Cost Indices ROCOS Index.
“Service Charge”	means a Service Charge covering at least the Extra Care Features in the Fourth Schedule.
“Site”	the land against which this Deed may be enforced as shown edged red on the Plan registered at HM Land Registry under title number WT269191.
“Council”	North Wiltshire District Council.
“County Council”	Wiltshire County Council.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 The obligations contained in this Deed are a planning obligation for the purposes of Section 106 of the Act.
- 3.2 The covenants, restrictions and requirements imposed upon LAC under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against LAC and its successors in title lessees and assigns.

4 CONDITIONALITY

4. This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 8.1, 11.1 and 12.1 (legal costs, jurisdiction and delivery clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 LAC'S COVENANTS

- 5.1 LAC covenants with the Council as set out in the First Schedule (Part 1) and with the County Council as set out in the First Schedule (Part 2).

6 THE COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

- 6.1 The Council covenants with LAC as set out in the Second Schedule.
- 6.2 The County Council covenants with LAC as set out in the Third Schedule.

7 THE BANK AND THE SECOND CHARGE HOLDER

- 7.1 The Bank consents to the matters herein notwithstanding the Charge but on the strict understanding that it shall not be liable for any breach of any provision of this Deed unless and to the extent that it takes possession of part of the Site in exercise of a power of sale pursuant to the Charge.
- 7.2 The Second Charge Holder consents to the matters herein notwithstanding the second charge in its favour but on the strict understanding that it shall not be liable for any breach of any provision of this Deed unless and to the extent that it takes possession of part of the Site in exercise of a power of sale pursuant to the second charge.

8 MISCELLANEOUS

- 8.1 LAC shall pay to the Council and the County Council on completion of this Deed the reasonable legal costs of the Council and the County Council incurred in the negotiation, preparation and execution of this Deed.
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 This Deed shall be registerable as a local land charge by the Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required by LAC from the Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council and County Council by the Head of Development and Building Control.
- 8.5 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of LAC) it is modified by any statutory procedure or expires prior to the Commencement of Development.

- 8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.9 The following elements of the First Schedule of this Deed shall be enforceable against owner-occupiers or tenants of Extra-Care Apartments constructed pursuant to the Planning Permission; Paragraphs 4 and 5 (except 5 i)).
- 8.10 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.

9 WAIVER

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

10 BONDS

- 10.1 Not later than Commencement of Development LAC shall
- 10.1.1 enter into and complete a bond in favour of the County Council for securing the performance of LAC's obligation under this clause such bond to be in a form and with such bondsman as may be approved by the County Council and in a sum equal to the sums specified in Part 2 of the First Schedule or
- 10.1.2 deposit with the County Council a sum of money (being a sum equal to the sums specified in Part 2 of the First Schedule) which deposit shall be held by the County Council in an interest bearing account to the effect that if LAC defaults in any way in carrying out its obligations under this Agreement then the County Council may itself remedy the default and recover the cost of so doing from the said sums

11 INDEX LINKED PAYMENTS

All sums to be paid by LAC to the County Council pursuant to this Agreement shall be increased by reference to the amount of the monthly increase in the Roadworks Index from the date of the Planning Permission until the date such sums are paid

12 CHANGE IN OWNERSHIP

- 12.1 LAC agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan save that no notice need be given in respect of the grant of a lease of an Extra-Care Apartment.

13 JURISDICTION

13.1 This Deed is governed by and interpreted in accordance with the law of England and Wales and any dispute relating to this Deed shall be subject to the exclusive jurisdiction of the English Courts.

14 DELIVERY

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

15. COUNTERPARTS

15.1 This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed Agreement. This Agreement may be executed on facsimile or scanned counterparts. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

Part 1: Lunney Assets Corp.'s Covenants with the Council

1. To provide Extra Care Features as defined in the Fourth Schedule.
2. No more than 88 extra care units shall be constructed prior to the substantial completion of the pavilion and extra care features and no more than 44 units shall be occupied until the facilities in the pavilion shown on the approved plan are available for use.
3. At all times the Communal Facilities shall be kept in good repair and adequately staffed and shall remain available for use by the occupants of the Extra-Care Apartments.
4. None of the Extra-Care Apartments shall be occupied except by a person who is:
 - i) not less than 60 years old; or
 - ii) registered disabled and in need of substantial medical care by reason of health; or
 - iii) the partner, spouse or family member of a person who falls within 4i) or 4ii) above and who lives with that person; oras otherwise agreed with the Council.
5. All occupiers of the Extra-Care Apartments shall enter into a binding agreement with LAC, or LAC's manager or agent prior to their occupation, governing the terms of occupation, such terms having previously been agreed in writing with the Council, such consent not to be unreasonably withheld, including:
 - i) a covenant by LAC to provide the Communal Facilities and Extra Care Features;
 - ii) a covenant by the occupier to pay the Service Charge;
 - iii) a covenant by the occupier only to dispose of their Extra-Care Apartment through LAC or its manager or agent;
 - iv) a covenant by the occupier to tender their Extra-Care Apartment to LAC for disposal within 6 months of the occupier ceasing to meet the criteria in 4 above; andagreement by the occupier to the entry of a restriction at HM Land Registry reflecting 5.3 above.
6. Within 60 days of receiving a request in writing LAC shall provide to the Council any information reasonably required by the Council, including any available audited accounts relating to the provision of the Communal Facilities and the collection of the service charge, to enable it to monitor the level and detail of the Communal Facilities and the service charge arrangements provided that the Council shall keep such information confidential and shall not disclose it to any person (except for the purpose of enforcement of this Agreement) without the written consent of LAC.
7. LAC shall implement the Framework Travel Plan.
8. After the initial survey, to be undertaken 3 months after first occupation of the Development LAC shall monitor the Framework Travel Plan by completing an annual Travel Survey with the results disclosed to the County Council to a specification previously agreed in writing by the Council.
9. After Commencement of the Development LAC shall manage the Site in accordance with the Framework Travel Plan as approved by the County Council.
10. LAC shall make arrangements for the management of the Development as follows: by LAC:

- i) being directly responsible for the management of the Development; or
 - ii) working with a private sector management organisation whether or not such private sector management organisation:
 - contracts out to a specialist domiciliary care provider registered under the commission for Social Care Inspection; or
 - works in partnership with the local Social Services authority; or
 - iii) working with a Housing Association whether or not such Housing Association:
 - contracts out to the specialist domiciliary care provide registered under the commission for Social Care Inspection; or
 - works in partnership with the local Services authority.
11. LAC shall, prior to occupation of any of the Extra Care Apartments, have completed the Public Rights of Way Works.

Part 2: Lunney Assets Corp.'s Covenants with the County Council

1. LAC shall, within 30 days of Commencement of Development, pay the County Council in its capacity as local highway authority a contribution of £26,000 towards the costs to the County Council of providing highway improvement works to the highways within 2 miles of the Site such improvement works being a consequence of the Development. Highway improvement works shall include, and the £26,000 shall be allocated to (at the County Council's sole discretion and timing)
 - Reshaping existing carriageways
 - Providing or improving highway drainage
 - Providing road markings or signs
 - Re-grading the highway or re-seeding the highway verges
 - All highway drainage
 - Kerbing including lowering kerbing
 - Vision splays and verges
 - Pedestrian improvements
 - Cycle improvements
 - Street lighting and furniture
 - Traffic management
 - Carriageway wearing course
 - Permanent road markings
 - Street name plates
 - such other related highway purpose as the County Council considers necessary
2. LAC shall, within 30 days of Commencement of Development, pay the County Council in its capacity as local highway authority a contribution of £3,000 towards the costs to the County Council of

providing Public Right of Way improvement works to the public rights of way within 1 mile of the Site
Such improvement works shall be at the County Council's sole discretion and timing.

SECOND SCHEDULE

Council's Covenants

Discharge of Obligations

1. At the written request of LAC the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

THIRD SCHEDULE

County Council's Covenants

1. The County Council covenants with LAC to use all sums received from LAC under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purpose as LAC and the County Council may agree for the for the benefit of the Development.
2. The County Council shall provide to LAC such evidence as LAC shall reasonably request in order to confirm the expenditure of the sums paid by LAC under this Deed.

FOURTH SCHEDULE

Extra Care Features means:

1. the Communal Facilities and lifts to all floors,
2. repairs and maintenance of the building structure,
3. provision of on site staff,
4. an emergency alarm system,
5. meals (if required and charged for separately to the Service Charge) and,
6. if required, a fixed, minimum amount of domestic assistance.

FIFTH SCHEDULE

Framework Travel Plan

**Royal Arthur Park
Corsham, Wiltshire
Interim Travel Plan**

Lunney Assets Corp

January 2008

QM

Issue/revision	Issue 1	Revision 1	Revision 2	Revision 3
Remarks	Draft for comment	Final Draft	For Issue	
Date	May 2007	July 2007	14 January 2008	
Prepared by	Kevin O'Connor	Kevin O'Connor	Kevin O'Connor	
Signature				
Checked by	Chris Miles	Chris Miles	David Baber	
Signature				
Authorised by	Chris Miles	Chris Miles	David Baber	
Signature				
Project number			11210293	

WSP Development and
Transportation
Colston 33
Colston Avenue
Bristol
BS1 4UA

Tel: +44 (0)117 930 2000
Fax: +44 (0)117 929 4624

INTRODUCTION

Background

WSP has been instructed by Lunney Assets Corp to prepare a Travel Plan in support of a planning application to redevelop land in the town of Corsham, Wiltshire. The land was previously used by the Ministry of Defence as a naval leadership and management training school known as HMS Royal Arthur.

The proposed Royal Arthur Park, as it would be known, would comprise a total of 221 Extra Care units, a 75 bed residential care home and associated community facilities.

The Extra Care facilities at Royal Arthur Park (RAP) will include;

- ⌘ GP Surgery;
- ⌘ Community care, activity and social centre;
- ⌘ 24 hour on-site staffing provision; and
- ⌘ In home care provision.

In addition, a range of services and facilities will be brought to the site. These are discussed in Section 3.

This Travel Plan has been produced in accordance with both Central and Local Government guidance notes relating to Travel Plans. As this Travel Plan is issued before the RAP re-development has begun, this document must be viewed as interim in nature.

The operation of the Travel Plan is an on-going process to be implemented by the management at RAP. It is anticipated the nature of the RAP development will create a community feel that will be well placed to encourage site users to take part in initiatives to promote the use of more sustainable forms of transport.

Objectives

The Framework Travel Plan has a set of clear objectives which underpin the purpose for having a Travel Plan and guide the selection of Travel Plan measures. The Travel Plan objectives are as follows:

- ⌘ To promote alternative modes of travel to the private motor car, for all trip purposes, for residents, employees, and visitors;
- ⌘ To minimise the need to travel where applicable or appropriate;
- ⌘ To minimise the quantity of heavy goods vehicle movements;
- ⌘ To ensure that the predicted vehicular movements generated by the site remain worst case and are minimised as far as possible; and
- ⌘ To ensure that demand for car parking in the site does not exceed 100% of car parking provision.

These objectives will be met through implementing a package of measures as described in Section 3.

POLICY

National Policy – PPG13

The Planning Guidance Note for Transport (PPG13) provides national planning guidance for Travel Plans.

PPG13 outlines the government's wish to raise awareness of the impacts of travel decisions and to promote the widespread use of Travel Plans amongst businesses, schools, hospitals and other organisations. Currently there is no standard format or content for Travel Plans, however, their relevance to planning lies in the delivery of sustainable transport objectives including:

- ⌘ Reductions in car use (particularly single occupancy journeys) and increased use of public transport, walking and cycling;
- ⌘ Reduced traffic speeds and improved road safety and personal security, particularly for pedestrians and cyclists; and
- ⌘ More environmentally friendly delivery and freight movements, including home delivery services.

The government considers that Travel Plans should be submitted alongside planning applications which are likely to have significant transport implications.

Local Policy – Wiltshire county Council supplementary Planning guidance (TRAVEL PLANS)

Wiltshire County Council issued draft Supplementary Planning Guidance in the form of a Good Practice Guide (GPG) relating to Travel Plans in 2004. The GPG outlines the requirements of development related Travel Plans within the County.

The GPG aims to identify the circumstances when a Travel Plan will need to be submitted as part of a development proposal and provides guidance to developers on the production, implementation, monitoring, evaluation and enforcement of Travel Plans. The GPG ensures a consistent approach to the development of Travel Plans is followed within Wiltshire.

Advice is provided within the GPG for developments where the end occupiers are unknown. In this case, an interim Travel Plan is required with a commitment to undertake travel surveys within a given time period.

Measures

Introduction

Understanding the various travel requirements (in terms of travel time, distance, frequency and purpose) of all site users is key to the development of Travel Plan measures required to meet the objectives outlined in Section 1.2.

Another important consideration is the varying mobility levels of each core group (residents, visitors, employees). Travel Plan measures to promote walking and cycling for instance will be aimed primarily at employees and visitors. Measures to reduce the need to travel, such as providing on-site services, will be aimed primarily for residents.

The proposed Travel Plan measures are outlined below together with the reasons for their implementation and the desired outcome.

Travel Plan Co-ordinator

A Travel Plan Co-ordinator will be appointed to promote, implement and monitor the Travel Plan. An on-site employee, traditionally from the Human Resources or Property Management sector, with the ability to communicate with people at all levels, will take on the role of travel plan co-ordinator. The role will include offering travel plan information and advice to all site users and the promotion of Travel Plan measures. The Travel Plan Co-ordinator will also be responsible for monitoring the Travel Plan as described in Section 4.2.

Information

A welcome pack containing public transport timetables and route maps, local cycle networks and a map detailing the provision and location of local services and amenities will be made available to all new residents (and their families and friends) and members of staff. This will ensure all site users will have the necessary information to choose more sustainable modes of transport and make full use of local services.

The information packs will be made available to members of staff during the recruitment process where the Travel Plan marketed in a positive manner to demonstrate the employer is keen to increase travel choice.

Travel Plan information will be made available in the reception and some communal areas of the site. This information will be aimed at employees and visitors and will include walking and cycling routes as well as public transport information. Transport information will also be available on the Royal Arthur Park website which will include travel directions for all modes in both text and map form.

Walking and cycling

The Travel Plan will encourage employees and visitors to walk and cycle to the site. An increase in the number of pedestrians and cyclists will have many benefits including reduced commuting costs and improved health for employees, reduced demand for parking spaces and a further reduction on the impact of the development on the surrounding roads.

The redevelopment will include installation of cycle parking facilities to promote cycling as a viable alternative to private car use. 12 spaces will be provided for employees under a covered shelter with an additional 6 spaces supplied at the front of the main reception for visitors and casual users. Thus a total of 18 cycle parking spaces will be provided.

One common barrier to use of more sustainable modes of transport is the lack of suitable storage, showering, drying and changing facilities. Showering and changing facilities with adequate room to store dry clothing and hang damp clothing will be provided for employees. This measure will aim to encourage more site users to walk, run or cycle to and from the site.

Public transport

The development proposals at Royal Arthur Park include new bus stops and a full turning loop suitable for all buses up to and including a large coach. The loop will be wholly contained within the site.

Details of the current public transport provision in the vicinity of the site are provided within Section 4 of the Transport Assessment.

Service 231/232 operates from Chippenham to Bath via Bradford Road in Corsham. The current nearest bus stop is 1100m away. On advice from representatives of Wiltshire County Council (WCC), this distance is deemed too far to potentially re-route this service without significant detriment to the existing service.

However, the existing 10A town bus service, which completes a loop around Corsham town could possibly be re-routed to the Royal Arthur Park site and positive discussions with WCC have commenced.

This improvement to public transport provision to and from the site would greatly encourage employees, residents and visitors to use public transport in favour of the private car.

In addition, an on-demand minibus will be made available complete with an on-site driver. The minibus could potentially be used by residents, employees and visitors to provide access to the site and surrounding facilities. Potential routes and uses of the minibus will arise as the Travel Plan is further developed but it will initially cater for resident day trips and to collect employees from defined pick-up points.

Car sharing

As stated in the Travel Plan objectives, one key aim of the Travel Plan is to ensure that parking demand does not exceed supply. Car-sharing is a relatively simple Travel Plan measure that will help meet this objective as well as having many benefits for site users in the form of reduced travel costs.

A car-sharing scheme will be introduced, utilising notice boards including maps of the area to identify likely employee car-sharing matches.

On-site facilities and services

A key aspect of the Travel Plan is to provide the necessary facilities and services on-site to encourage a reduction in unnecessary travel. The community facilities provided are outlined on page 1 of the Travel Plan. Provision of the following services will be investigated following discussions with local service providers and suppliers.

- ☒ Hairdressing
- ☒ Food delivery
- ☒ Prescription drop-off
- ☒ Entertainment
- ☒ Handyman

Provision of the above services will reduce the number of trips associated with the development, e.g. a delivery of food from a local supermarket such as Sainsbury's or Morrison's could substantially reduce vehicular trips from the site. The services and facilities listed above are by no means exhaustive.

The provision of an on-site cash machine or cashback facility will be investigated and only provided subject to an assessment of the workability of such a facility.

Car club

Car clubs are an effective way of minimising the need for residents owning a car on site and thus reducing the number of car trips as a whole. The benefits of setting up a car club within a development are:

- ☒ a reduction in parking pressure on-site;
- ☒ a cheaper option to owning and maintaining a private vehicle; and
- ☒ access to a new, reliable and clean vehicle.

The possibility of a car-club for site users will be investigated to see if there is a demand to provide this service. It is likely one car-club vehicle would be sufficient for a development of this size, however this scheme could be expanded subject to demand. The scheme could be made more viable by using the car-club vehicle as a pool vehicle for site users.

Marketing and promotion

A key aspect to prolonged Travel Plan success is continued marketing and promotion of the Travel Plan through specific events. This could include employees taking part in national and local sustainable transport events such as National Bike Week or in-house events. Guidance will be sought from the Government Office for the South West's 'Green Events Guide'.

Targets & Monitoring

Targets

Setting mode-share targets is difficult at this juncture given the end users of the site are as yet unknown. As the site becomes occupied, the Travel Plan Co-ordinator will form a clearer picture of site users travel habits and the measures necessary to reduce car borne journeys.

Setting targets is most applicable to employees and visitors, with greater emphasis placed on employees who will typically undertake 10 work related journeys a week or 5 return journeys, which is likely to be greater than an average visitor.

Travel to work data collected as part of the 2001 Census was extracted to provide a guide for setting mode share targets for members of staff. A summary of this data is contained in Table 4.1 below.

Table 4.1 - Travel to work mode share figures from 2001 census data for North Wiltshire Super Output Area 016c (adapted from Census table UV37)

Walk	8
Cycle	3
Bus or minibus	1
Car or van (driver)	76
Car or van (passenger)	7
Motorcycle / scooter	4
Other	1

*Not including those who work from home or unemployed residents.

The range of measures and initiatives contained within the Travel Plan should result in a decrease of car and van drivers and a likely increase in other modes of transport, particularly bus (or minibus), car passenger and cycle. Given the location of the site, it is unrealistic to expect walking to reach the same level or greater than the local average of 8%.

Mode share targets for employees were calculated accordingly, assuming an improvement over time in comparison to the census data. The employee mode share targets are included in Table 4.2 over a 5 year time frame.

Table 4.2 – Employee mode-share targets (%)

Walk	4	4	4	4
Cycle	3	4	5	5
Bus or minibus	8	10	12	12
Car or van (driver)	73	69	65	64
Car or van (passenger)	7	8	9	10
Motorcycle / scooter	4	4	4	4
Other	1	1	1	1

Figures contained in Table 4.2 demonstrate a reduction in single occupancy car drivers to 64%. This is 12% lower than local census data contained in Table 4.1 and is in-line with research conducted in the Smarter Choices report of 2004. This is believed to be an achievable target given the range of travel options offered to prospective employees.

Setting mode share targets for site visitors including relatives and friends of residents is at best speculative with no existing site specific data available. Therefore the initial mode share figures will be taken from the first survey with targets set accordingly similar to those set in Table 4.3.

Table 4.3 – Visitor mode-share targets (%)

Walk	w	w	w	w
Cycle	c	c + 1	c + 2	c + 3
Bus or minibus	b	b + 2	b + 4	b + 4
Car or van (driver)	d	d - 4	d - 8	d - 10
Car or van (passenger)	p	p + 1	p + 2	p + 3
Motorcycle / scooter	m	m	m	m
Other	o	o	o	o

This equates to an overall reduction of 10% in single occupancy car drivers in the 5th year after the 1st survey.

Monitoring

A travel survey will be undertaken within 3 months of initial occupation and annually thereafter. The annual survey of site users will provide results and information relating to the effectiveness of current travel plan measures and will inform the need for additional or remedial measures to ensure future Travel Plan success.

All site users will be surveyed. Emphasis will be placed on members of staff who will typically make 5 journeys to and from the site each week. The survey will contain the following sections (not exhaustive) in line with Wiltshire County Council's Good Practice Guide:

- ☒ Some Personal details (home postcode, gender, job title, disability);
- ☒ Working hours;
- ☒ Method of travel;
- ☒ Occasional method of travel;
- ☒ Time / Distance of travel;
- ☒ Interest in alternative modes – e.g. car sharing, bus, cycle;
- ☒ Factors that would encourage a change;
- ☒ Barriers to change;
- ☒ Comment section

SUMMARY

Wiltshire County Council requires that a Travel Plan should be submitted to accompany the Transport Assessment as part of the planning application to redevelop the RAP site. The developer fully supports the aims of the Travel Plan and a number of measures have been considered during the design process to encourage the use of more sustainable forms of transport and promote wider travel choices for all site users.

The framework Travel Plan has been produced using National Policy and is compatible with local policy guidelines in the form of Wiltshire County Council's Supplementary Planning Guidance.

The Framework Travel Plan includes a range of measures to promote the use of more sustainable forms of transport. Over time, these measures will evolve as site users change but the objectives set out at the start of the Travel Plan will remain the same.

Travel Plan measures include providing sufficient cycle parking, changing facilities and showers, an on-demand minibus, a car sharing scheme and potentially a car club. In addition, a range of facilities and services will be provided on site to reduce the need to travel.

Mode share targets have been set in line with existing local mode share figures for travelling to work. A reduction in single occupancy car use of 12% for employees and 10% for visitors is estimated.

The objectives of the Travel Plan can be achieved by encouraging and facilitating low levels of private car use and fostering a culture of walking, cycling, car-sharing and use of public transport.

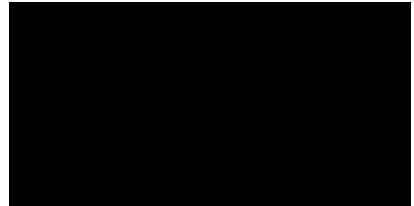
THE COMMON SEAL OF North Wiltshire District Council)
was affixed in the presence of:)

Authorised Signatory:

THE COMMON SEAL OF Wiltshire County Council)
was affixed in the presence of:)

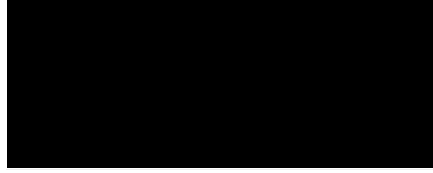
Authorised Signatory:

Executed as a Deed by Lunney Assets Corp.)
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Authorised Signatory:

THE COMMON SEAL OF North Wiltshire District Council)
was affixed in the presence of:)



Authorised Signatory:



THE COMMON SEAL OF Wiltshire County Council)
was affixed in the presence of:)



Authorised Signatory:



Executed as a Deed by Lunney Assets Corp.)
)

Authorised Signatory:

SIGNED BY GLYN JAMES JONES A DULY AUTHORISED OFFICER FOR AND ON BEHALF
OF THE BANK OF SCOTLAND PLC IN THE PRESENCE OF:

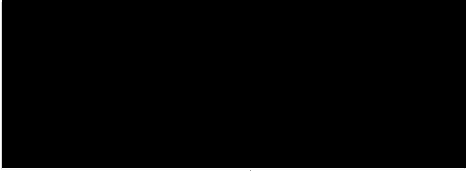
SIGNATURE OF WITNESS: 

NAME OF WITNESS: 

ADDRESS:

1st Floor, 1 Lochrin Square

99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 0, Edinburgh, EH3 9DA

Signature: 

Name: 

Designation:

ASSOCIATE DIRECTOR

THE COMMON SEAL OF Bridgemere Ltd)
was affixed in the presence of:)

Authorised Signatory:

SIGNED BY A DULY AUTHORISED OFFICER FOR AND ON BEHALF
OF THE BANK OF SCOTLAND PLC IN THE PRESENCE OF:

SIGNATURE OF WITNESS:

NAME OF WITNESS:

ADDRESS:

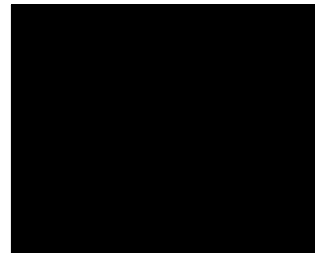
Signature:

Name:

Designation:

THE COMMON SEAL OF Bridgemere Ltd
was affixed in the presence of:

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)



Authorised Signatory:

