

**Dated**

**2025**

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**STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL (1)**

**AND**

**STAFFORDSHIRE COUNTY COUNCIL (2)**

**AND**

**EDWARD THOMAS PEMBERTON (3)**

**AND**

**BLOOR HOMES LIMITED (4)**

**AND**

**NATIONAL WESTMINSTER BANK PLC (5)**

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**SECTION 106 AGREEMENT**

**Planning Obligation by Deed under section 106  
of the Town and Country Planning Act 1990 (as  
amended) relating to land east of  
Froghall Road, Cheadle, Staffordshire**

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**THIS DEED** is dated

2025

## **PARTIES**

- (1) **STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL** of Moorlands House, Stockwell Street, Leek, Staffordshire Moorlands, ST13 6HQ ("**Council**"); and
- (2) **STAFFORDSHIRE COUNTY COUNCIL** of 2 Staffordshire Place, Tipping Street, Stafford, ST16 2DH ("**County Council**"); and
- (3) **EDWARD THOMAS PEMBERTON** of Broad Haye Farm, Hammersley Hayes Road, Cheadle, Stoke-On-Trent ST10 2DD ("**Landowner**");
- (4) **BLOOR HOMES LIMITED** (Company Registration Number 02162561) whose registered address is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP ("**Developer**"); and
- (5) **NATIONAL WESTMINSTER BANK PLC** (Company Registration Number 09029027) of Credit Documentation, P.O Box 399, Manchester, M60 2AH ("**Mortgagee**").

## **BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the Act and the County Council is the local highway authority for the purposes of the Highways Act 1980 and the local education authority for the purposes of the Education Act 1996 for the area in which the Application Site is located.
- (B) The Landowner is the owner of the freehold interest in the Application Site and is registered as the proprietor with title absolute at HM Land Registry under Title Number SF609123.
- (C) The Developer has the benefit of an option to purchase the Landowner's part of the Application Site dated 16 April 2021 and this is registered at the Land Registry on title number SF609123.
- (D) The Application Site is subject to a legal charge in favour of the Mortgagee.
- (E) The Developer submitted the Planning Application to the Council for planning permission in order to carry out the Development under application reference SMD/2021/0610.
- (F) The Council has refused to grant planning permission for the Development. The Landowner and Developer have submitted the Appeal and enter into this Agreement to secure planning obligations necessary to mitigate the impact of the Development and to be bound by and to observe and perform the covenants hereinafter contained
- (G) The covenants, restrictions and obligations contained in this Agreement are enforceable by the Council and the County Council in accordance with section 106 of the Act.

**NOW THIS DEED WITNESSES** as follows:

### **1 STATUTORY PROVISION**

This Agreement is a planning obligation by deed made in pursuance of section 106 of the Act and to the extent that the covenants in this Agreement are not made under section 106 of the Act they are made under sections 111 and 120 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers so enabling.

## 2 GENERAL INTERPRETATION

2.1 In this Agreement in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits (including for the avoidance of doubt the recitals above) have the following meanings:

<b>Act</b>	the Town and Country Planning Act 1990 and includes any statute amending consolidating or replacing it for the time being in force;
<b>Agreement</b>	this agreement;
<b>Application</b>	outline application for residential development with access considered (all other matters reserved) attributed reference number SMD/2021/0610 by the Council;
<b>Appeal</b>	the appeal submitted to the Planning Inspectorate bearing reference APP/B3438/W/24/3351035;
<b>Affordable Housing</b>	has the same meaning as that set out in Schedule 1 to this Agreement;
<b>Application Site</b>	the land shown edged red for the purposes of identification only on the Plan attached to this Agreement at Annex 1 which is registered at the Land Registry under title number SF609123;
<b>Chargee</b>	any mortgagee or chargee (or any receiver) (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any receiver (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such mortgagee or chargee or Receiver;
<b>Chargee's Duty</b>	the tasks and duties set out in clause 3.4 of this Agreement;
<b>Cheadle Area</b>	those towns, villages and immediately surrounding areas in the Staffordshire Moorlands District comprising Alton, Blythe Bridge, Boundary, Caverswall, Cheadle, Checkley, Cookshill, Cotton, Dilhorne, Draycott, Forsbrook, Foxt, Hollington, Hulme, Kingsley Froghall, Kingsley Holt, Kingsley Moor, Lower Tean, Oakamoor, Swinscoe, Tean and Whiston;
<b>Commencement</b>	the carrying out of material operations as defined by section 56 of the Act save that none of the following operations shall constitute a material operation for the purposes of this Agreement:  (a) works of demolition;  (b) works of site clearance;  (c) ground investigations and site survey works;

- (d) construction of temporary boundary fencing or hoardings;
- (e) construction of temporary accesses and/or temporary highway works;
- (f) archaeological investigations;
- (g) landscaping works;
- (h) temporary noise attenuation works,

and the terms "**Commenced**", "**Commence**" and "**Commence the Development**" shall be construed accordingly and "**Commence**" and "**Commencement**" shall be construed accordingly;

**Community Infrastructure Levy or CIL**

a tax tariff or charge introduced by the Council pursuant to the Community Infrastructure Levy Regulations 2010 (as amended) or any subsequent, additional or alternative legislation intended to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name;

**Council Monitoring Sum**

the sum of:

- (a) £218.83 per obligation trigger stated in the Agreement;
- (b) £583.72 additional sum as this is a s.106 agreement for a residential schemes

payable to the Council towards the cost of monitoring (including reporting under the Community Infrastructure Levy Regulations 2010) the obligations relating to the Council contained in this Agreement as required by the Council's Developer Contributions SPD;

**County Council Monitoring Sum**

the sum of Two Thousand and Seventy Pounds (£2,070.00);

**Development**

the development approved pursuant to the Planning Permission for residential development on the Application Site;

**Dwelling**

any dwelling to be constructed pursuant to the Planning Permission for the purpose of residential Occupation by an individual(s) and "Dwellings" shall be construed accordingly;

**Index**

the All Items Group (item reference CHAW) of the Retail Prices Index published by H M Government Office for National Statistics provided that during any period where no such index exists the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used;

<b>Index Linked</b>	increased (if applicable) in proportion to movements in the Index between the date of this Agreement and the date the particular payment is made and "Index Linking" shall be construed accordingly;
<b>Interest Rate</b>	the base rate from time to time of the National Westminster Bank plc or such other bank as may be nominated by the Council;
<b>Occupation</b>	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
<b>Phase</b>	a phase of the Development as determined by the Reserved Matters Approval;
<b>Plan</b>	the plan attached to this Agreement at Annex 1;
<b>Planning Permission</b>	the planning permission as may be issued pursuant to the Appeal by an inspector appointed on behalf of the Secretary of State and "Planning Permission" shall be construed as to include any Reserved Matters approval in respect of the whole or any part of the Application Site;
<b>Practical Completion</b>	in relation to a Dwelling constructed and fitted out ready for first Occupation save only for normal snagging and "Practically Complete" and "Practically Completed" shall be construed accordingly;
<b>Protected Tenant</b>	<p>any tenant who:</p> <ul style="list-style-type: none"> <li>(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Rented Housing Unit;</li> <li>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Rented Housing Unit;</li> <li>(c) has been granted a Shared Ownership Lease by a Registered Provider in respect of a Shared Ownership Unit and the tenant has subsequently purchased from the Registered Provider 100% of the retained equity in the said Shared Ownership Shared Ownership Unit,</li> </ul> <p>and any successor in title to any of (a) (b) or (c) above;</p>
<b>Reserved Matters Approval</b>	approval by the Council of one or more matters reserved for approval following the grant of Planning Permission;
<b>Reserved Matters Submission</b>	a submission to the Council for the approval of any of the reserved matters pursuant to and in accordance with the Planning Permission;

<b>Secretary of State</b>	the Secretary of State for housing, communities and local government and such successor department as shall be responsible for the determination of planning appeals within England;
<b>Statutory Undertaker</b>	any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking; and
<b>Working Days</b>	Monday to Fridays (excluding days that in England are public holidays) inclusive.

2.2 In this Agreement where the context so requires:

- (a) the singular includes the plural and vice versa;
- (b) 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 as interchangeable;
- (c) whenever 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 severally unless there is an express provision to the contrary;
- (d) references to clauses, schedules, appendices and paragraphs are references to clauses, schedules, appendices and paragraphs in this Agreement except where otherwise specified;
- (e) title headings to the clauses schedules appendices and paragraphs are for convenience only and shall not affect the interpretation of this Agreement;
- (f) the schedules hereto shall be deemed to be incorporated herein and to have the same force and effect as if the provisions thereof were set out in extension of the body of this Agreement; and
- (g) references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force.

### **3 OBLIGATIONS COMING INTO EFFECT AND LAPSING**

3.1 With the exception of clauses 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 17, 18 and 20 (which shall take effect immediately) this Agreement is conditional on the grant and issue of the Planning Permission.

3.2 This Agreement shall be enforceable against the Landowner to the extent specified in section 106(3) of the Act and, subject to the provisions of this Agreement, against any person for the time being deriving title from the Landowner (including successors in title to the Landowner and any person/persons who derive title from any successor(s) in title to the Landowner) as provided in section 106 of the Act provided that the Landowner shall not have any liability under this Agreement (but without prejudice to the rights of any party in respect of any antecedent breach) in respect of any part of the Application Site in which they do not have an interest or of any period during which the relevant owner (or as the case may be such other person) no longer has an interest in the Application Site or relevant part thereof.

- 3.3 The provisions of this Agreement shall not be enforceable against:
- (a) A Protected Tenant or any successor in title to a Protected Tenant
  - (b) Any mortgagee or chargee of an Affordable Housing Unit or receiver appointed by any of them in the event of default under a mortgage or charge obtained by an individual to enable purchase of a Shared Ownership Housing Unit for their own personal Occupation;
  - (c) a Chargee or successor in title thereto provided that the Chargee shall have first complied with the Chargee's Duty in clause 3.4;
  - (d) a Statutory Undertaker which has an interest in any part of the Land used only as an electricity substation, gas governor or pumping station.
- 3.4 The Affordable Housing provisions in this Agreement set out in Schedule 1 shall not be binding on a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee provided that:
- (a) such Chargee shall first give written notice to the Council of its intention to dispose of any or part of the Affordable Housing Units and shall have used reasonable endeavours that shall include as a minimum reasonable approaches to 6 Registered Providers at least four of which shall already own properties in the Staffordshire Moorlands District Council area over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another Registered Provider subject to the terms of this Agreement or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses;
  - (b) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely; and
  - (c) at the end of the said three month period to provide to the Council evidence of such reasonable endeavours made in accord with clause 3.4(a) as the Council may request in writing of the Chargee, such evidence, if requested, to be provided within 21 days of the date of any such request.
- 3.5 If the Planning Permission expires before Commencement or is revoked or otherwise ceases to exist then (without prejudice to the rights of any party against another in respect of any antecedent breach) this Agreement will cease to have effect in respect of the Planning Permission (but shall remain in effect in respect to any variation of the Planning Permission pursuant to clause 14) and as from such time there shall be no further obligation on the parties in relation to any matter that has occurred or that may arise under this Agreement in respect of the obligations relating to the Planning Permission which has expired, been revoked or ceased to exist.
- 3.6 Subject to clause 14 nothing in this Agreement shall prohibit, restrict or limit the right of the Landowner or any other person to develop the Application Site in accordance with any planning permission (other than the Planning Permission) granted after the date of this Agreement (whether or not on appeal) or impose any obligation on the Landowner or any other person as a consequence of the development of the Application Site in accordance with such a planning permission. Such a planning permission will not be taken to give any consent or approval that may be required under the terms of this Agreement.
- 3.7 When the Landowner or their respective successors in title consider that they have discharged their obligations under this Agreement or the obligations cease to have effect pursuant to clause 3.5 they may (jointly or individually) request the Council write to the Landowner



confirming that obligations have been complied with provided that such a request may not be made more than once every 12 months in respect of each financial contribution.

- 3.8 Covenants made hereunder on the part of the Council and or the County Council shall be enforceable against the Council and or the County Council as hereinafter provided and against any statutory successor to them as the local planning authority.
- 3.9 Should the Secretary of State or their appointed inspector in their decision letter make a finding that any of the covenants or obligations in this Agreement do not meet the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and accordingly attaches no weight to that obligation in determining the Appeal then such covenant(s) or obligation(s) as so identified by the Secretary of State or his appointed inspector shall be deemed to be of no effect notwithstanding the remaining provisions of this Agreement which for the further avoidance of doubt shall remain in effect and enforceable.

#### **4 LANDOWNER OBLIGATIONS**

- 4.1 The Landowner hereby covenants with the Council and the County Council so as to bind the Application Site in accordance with this Agreement to observe and perform and cause to be observed and performed the undertakings, covenants and restrictions listed in Schedules 1 – 6.
- 4.2 The Landowner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Application Site or any part thereof.

#### **5 COUNCIL AND COUNTY COUNCIL OBLIGATIONS**

- 5.1 The Council and the County Council covenant with the Landowner as follows:
- (a) to observe and perform the obligations on the Council's part and separately on the County Council's part contained in each Schedule as applicable;
  - (b) at any time after a payment has been made of a financial contribution but before ten years of receipt of the final instalment of the contribution the Council shall respond to a written request from the Landowner for details of how and when that money has been expended provided that such a request may not be made more than once every 12 months in respect of each financial contribution;
  - (c) at any time after the receipt of the final instalment of a financial contribution has been made but before the expiry of 15 years of the date of receipt of the final instalment of the financial contribution the County Council shall respond to a written request from the person who made such payment for details of how and when that money has been expended provided that such a request may not be made more than once every 12 months in respect of each financial contribution and provided always that in doing so the County Council shall act in accordance with their normal practices and procedures and priorities as applied elsewhere within their administrative area in respect of similar matters;
  - (d) any time after ten years of receipt of the final instalment of the contribution, the Council shall on written request by the party who has paid a financial contribution under this Agreement issue to that party written confirmation of how that contribution has been expended;
  - (e) if any time after ten years of receipt of the final instalments of a particular financial contribution paid to the Council all or any part of that financial contribution that has not been spent for the purpose for which it was paid then the Council shall within 21 days refund any unexpended amount to the person who paid that contribution along with

interest at the base rate of the Bank of England such interest to be calculated from the date of receipt of the payment by the Council to the date of its repayment.

- (f) if any time after 15 years of receipt of the final instalment of a particular financial contribution paid to the County Council all or any part of that financial contribution that has not been spent for the purpose for which it was paid then the County Council shall refund any unexpended amount to the person who paid that contribution along with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County Council to the date of its repayment.
- (g) For the avoidance of doubt, for the purposes of clause 5.1(e) and 5.1(f) above any sum (or part thereof) shall be deemed to have been 'spent' if the Council and/or the County Council have entered into any contract or given any undertaking (whether enforceable in law or otherwise) within ten or 15 years of receipt of a particular financial contribution, or part thereof, as applicable the performance or fulfilment of which will require them to expend that financial contribution or part thereof in the future

## **6 MISCELLANEOUS**

- 6.1 This Agreement shall be registered as a Local Land Charge.
- 6.2 No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Landowner in performing or observing any of the obligations terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Landowner or any other party.
- 6.3 Unless otherwise specified where any agreement consent approval or expression of satisfaction is to be obtained from any party under the terms of this Agreement the parties hereby agree that they shall deal expeditiously with such request and shall not unreasonably delay or withhold such approval or consent PROVIDED ALWAYS that in doing so all parties shall act in accordance with their normal practices and procedures and priorities as applied elsewhere in respect of similar matters.
- 6.4 Where any financial contribution due to the Council in this Agreement is to be Indexed then the amount of the contribution after application of the Index shall be calculated according to the formula:  
  
Amount after indexation =  $A \times B/C$   
  
Where:  
  
A = the amount to be varied;  
  
B = the Index at the date at which the amount is due to be paid; and  
  
C = the Index at the date of this Agreement.
- 6.5 Where any financial contribution is due to the Council under the terms of the Agreement then those contributions shall be calculated in accordance with clause 6.4 of this Agreement and shall be paid to the Council together with the Indexed Linked Sum.
- 6.6 If any payment due to the Council or the County Council under any of the provisions of this Agreement is not made on or before the date upon which it is due the party from whom it was due shall at the same time as making the payment to the Council or the County Council pay interest at 3% above the Interest Rate as at the date the payment was due and for the period

starting with the date the payment was due and ending with the date on which payment of the sum on which interest is payable is received.

6.7 The Landowner agrees to relinquish permitted development rights in respect of the Affordable Housing Units in respect of the classes of development defined in Schedule 2 Part 1 of The Town and Country Planning (General Permitted Development) Order 2015 (as amended) as follows:

- (a) class A: enlargement, improvement or other alterations to a dwelling house;
- (b) class B: additions to the roof of a dwelling house;
- (c) class E: outbuildings within the curtilage of a dwelling house,

or in any provision equivalent to those Classes in any statutory instrument revoking and re-enacting that Order provided that this clause 6.7 shall not be binding on any tenant or purchaser of an Accessible Dwelling (as defined in Schedule 2) that is also an Affordable Housing Unit who may utilise permitted development rights without restriction in order to make aids and adaptations to their Dwelling required in order to assist with their day-to-day living.

## **7 NOTICES**

The Landowner shall give written notice to the Chief Executive Officer of the Council and the Director of Strategy, Governance and Change of the County Council at least 14 days prior to Commencement.

## **8 DISPUTE RESOLUTION**

8.1 Save for issues relating to the interpretation of this Agreement (which shall be matters for the Courts) in the event of any dispute arising between the Council, and the Landowner in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the dispute shall be referred to an independent person for determination in accordance with the following provisions:

- (a) where such dispute relates to engineering construction it shall be referred to a Chartered Civil Engineer agreed upon by the Council and the Landowner or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;
- (b) where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the Council and the Landowner or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) where such dispute relates to the interpretation of the Agreement other than education, highways or valuation of property then the Council and the Landowner shall agree on the appointment of an independent expert and shall agree with the expert the terms of their appointment; and
- (d) in any reference to an independent person under this clause such person shall unless the Council and the Landowner otherwise agree act as expert and not as arbitrator.

8.2 In terms of disputes referred under clause 8.1 the following provisions and terms of appointment shall, unless the Council and the Landowner agree otherwise, apply to such disputes or disagreements and questions:

- (a) the expert shall have at least 15 years post qualification experience in the subject matter of the dispute;

- (b) the persons calling for the determination shall make written submissions to the expert and the other parties within ten Working Days of the expert's appointment;
- (c) the other parties shall have 21 Working Days from receipt of such written submission or such extended period as the expert shall allow to respond in writing;
- (d) the expert shall disregard any representations made out of time and
- (e) shall make his decision within 21 Working Days of receipt of the representations under clause (c) or if none the expiry of the period referred to in clause (c);
- (f) the expert's decision shall be in writing and give reasons for his decision; and
- (g) the expert's fees (including the reimbursement of the costs of any other experts' fees) shall be met by the person or persons as determined by the expert.

8.3 The decision of the appointed expert shall be binding save for manifest error.

## **9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is hereby agreed and declared that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **10 JURISDICTION**

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

## **11 COMMUNITY INFRASTRUCTURE LEVY**

11.1 If after the date of this Agreement a CIL is introduced which is applicable to the Development then the parties hereto will use reasonable endeavours to agree variations to this Agreement with the intent that:

- (a) the planning benefits secured by this Agreement should continue to be secured and delivered; and
- (b) the Landowner should not be in a worse financial position because of CIL in respect of the obligations contained in Schedule 1 to Schedule 4 (inclusive) than they would be if they performed the obligations in this Agreement and CIL did not apply.

## **12 FETTERING DISCRETION**

Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council and or the County Council in its/their rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the Council and or the County Council were not a party to this Agreement.

## **13 SEVERABILITY**

If any court or other competent authority finds that any part or provision of this Agreement is void, unlawful or unenforceable then that part or provision will be deemed to have been severed from this Agreement and shall from the date of that finding have no force and effect. The remaining provisions of this Agreement will continue to be valid and enforceable to the fullest extent permitted by law, and the parties hereto shall negotiate in good faith to agree the terms

of a mutually acceptable and satisfactory alternative part or provision so that, as amended, such is valid, lawful and enforceable.

#### **14 VARIATION OF PLANNING PERMISSION**

In the event that the Council or an inspector on behalf of the Secretary of State at an appeal shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the Act in respect of conditions attached to the Planning Permission, save and in so far as this Agreement has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Agreement to the Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly. For the avoidance of doubt, this shall not apply to any subsequent new application or planning permission.

#### **15 VAT**

All contributions given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

#### **16 MORTGAGEES**

The obligations in this Agreement will not be enforceable against any mortgagee or chargee acquiring security over the Application Site or any part of it or any receiver or security agent appointed by such mortgagee unless and until such mortgagee, receiver, security agent takes possession of the Application Site or any part of it pursuant to the relevant mortgage or charge in which case it too will be bound by the obligations as if it were a person deriving title from the Landowner.

#### **17 DEVELOPER CONSENT**

The Developer hereby consents to the completion of this Agreement and declares that its interest in the Application Site shall be bound by the terms of this Agreement as if it had been executed and registered as a local land charge prior to the creation of its interest in the Application Site and that its interest in the Application Site shall take effect subject to this Agreement provided that the Developer shall otherwise have no liability under this Agreement unless it takes possession of the Application Site in which case it will be bound by the obligations as if it were a person deriving title from the Landowner or it becomes a landowner of the all or part of the Application Site.

#### **18 MORTGAGEE CONSENT**

18.1 The Mortgagee hereby consents to the completion of this Agreement and declares that its interest in the Application Site shall be bound by the terms of this Agreement as if it had been executed and registered as a local land charge prior to the creation of its interest in the Application Site and that its interest in the Application Site shall take effect subject to this Agreement provided that the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Application Site in which case it will be bound by the obligations as if it were a person deriving title from the Landowner.

#### **19 MONITORING SUM AND COSTS.**

19.1 The Developer shall pay on the signing of this Agreement the reasonable costs and disbursements of the Council.

19.2 The Developer shall pay to the County Council on the signing of this Agreement their reasonable costs and disbursements of and incidental to the preparation and execution of this Agreement.

- 19.3 The Developer shall pay on the determination of the Appeal the Council Monitoring Sum within 20 working days of receipt of the decision notice save it shall not be payable if the appeal is dismissed.
- 19.4 The Developer shall pay on the determination of the Appeal the County Council Monitoring Sum within 20 working days of receipt of the decision notice save it shall not be payable if the appeal is dismissed.

**20 DELIVERY**

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

In witness of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

## SCHEDULE 1

### HOUSING – AFFORDABLE HOUSING

#### 1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule 1 shall have the following meanings:

**Affordable Housing** housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 to the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it in respect of affordable housing);

**Affordable Housing Scheme** a scheme for the provision of Affordable Housing within the Development which shall be submitted by the Landowner to the Council in accordance with this Schedule 1 which shall contain details of the following:

(a) the exact numbers, type and tenure of the Affordable Housing Units that comply with the Bed Space Criteria; and

(b) the location of the Affordable Housing Units and its phasing in relation to the occupancy of the Open Market Dwellings;

**Affordable Housing Units** the units to be provided as the Affordable Housing in accordance with the Affordable Housing Scheme individually referred to as an Affordable Housing Unit;

**Affordable Rented Housing** those Affordable Housing Units to be leased to an individual for the Rent, individually referred to as an Affordable Rented Housing Unit;

**Approved Person** an individual who has been confirmed in writing by the Council to meet the Council Criteria for the purchase of any Discount Market Sale Unit and who can make either a Suitable offer, a Satisfactory Offer or are in Housing Need as relevant and as set out in Schedule 4;

**Bed Space Criteria** in an Affordable Housing Unit specified in the Affordable Housing Scheme a:

(a) one bedroom Dwelling shall accommodate two persons;

(b) two bedroom Dwelling shall accommodate four persons;

(c) three bedroom Dwelling shall accommodate five persons;

(d) four bedroom Dwelling shall accommodate six persons;

<b>Council Criteria</b>	those criteria to be met in order to qualify for Discount Market Sale Units as set out in Schedule 2;
<b>Discounted Market Sale Price</b>	in respect of a relevant Discounted Market Sale Unit at a 30% discount to Open Market Value;
<b>Discounted Market Sale Units</b>	Affordable Housing Units to be sold to an Approved Person at the Discounted Market Sale Price individually referred to as a Discounted Market Sale Unit;
<b>Disposal</b>	each and every means by which the right of Occupation of an Affordable Unit is given or transferred to another person body or company and "Dispose" shall be construed accordingly and for the sake of clarity the term "Disposal" and "Dispose" shall not include mortgages;
<b>Grant Funding</b>	Grant Funding means capital grant provided by Homes England or any other public body to fully or partially fund Registered Providers when developing affordable housing;
<b>Homes England</b>	Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
<b>Housing Need</b>	an individual whose needs are not met by the market and is unable to buy or rent suitable housing at open market prices. Eligibility is determined with regard to local incomes and local house prices;
<b>Intermediate Housing</b>	Affordable Housing Units for low cost home ownership which are to be constructed on the Application Site that will be for Shared Ownership or Discount Market Sale individually referred to as an "Intermediate Housing Unit" and "Intermediate Housing Units" shall be construed accordingly;
<b>Local Housing Allowance (LHA)</b>	the scheme used to calculate entitlement to housing benefit for the purposes of which each local authority is divided into Broad Rental Market Areas (individually referred to as the "BRMA") with the Valuation Office or any successor body setting LHA rates for each BRMA;
<b>Open Market Dwellings</b>	that residential development which forms part of the Development but which is not the Affordable Housing Units;
<b>Open Market Value</b>	the estimated amount for which the Intermediate Housing Units should sell on the valuation date assuming a sale between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion;
<b>Recycled Grant</b>	Recycled Grant means an internal fund within the accounts of a Registered Provider used to recycle Grant Funding;
<b>Registered Provider</b>	a provider of social housing registered with Homes England pursuant to the Housing and Regeneration Act 2008 (or as



redefined by any amendment, replacement or re-enactment of such Act);

**Rent**

the rent to which the Affordable Rented Housing Units shall be subject which shall not exceed 80% of the local market rent (inclusive of service charges) calculated in accordance with the Royal Institution for Chartered Surveyors (RICS) approved valuation methods and in any event not exceeding Local Housing Allowance levels in the relevant Broad Rental Market area for the Application Site as set by the Valuation Office or any successor body or such other rent as may be agreed in writing by the Chief Executive Officer of the Council;

**Satisfactory Offer**

offers for the purchase of Intermediate Housing Units and leases of Affordable Rented Housing made by:

- (a) a person ordinarily resident within the Staffordshire Moorlands District Council area for a minimum of six months,
- (b) a person who can demonstrate a local connection or who has a family association within the Staffordshire Moorlands District Council area; or
- (c) persons with employment in the Staffordshire Moorlands District Council area,

in the event that more than one satisfactory offer is made priority is given to persons who can demonstrate compliance with (a) over (b) or (a) or (b) over (c);

**Shared Ownership Housing**

those Affordable Housing Units that are to be sold through a Shared Ownership lease on Shared Ownership Terms at a sum equal to a percentage of Open Market Value and subject to the Shared Ownership Rent individually referred to as a Shared Ownership Housing Unit;

**Shared Ownership Rent**

the rent payable to be calculated as a percentage of the unsold equity for Shared Ownership Housing on the open market such percentage being the inverse percentage from 100% relative to the percentage purchased, with the rent payable calculated at no more than 2.75% of the value of the unsold equity in the Shared Ownership Housing;

**Shared Ownership Terms**

the Terms of Disposal as shared equity or Shared Ownership contained in model Shared Ownership leases published by Homes England (as may be updated from time to time) or such lease in substantially similar form as may be agreed in writing by the Council whereby:

- (a) a Registered Provider sells shares in the equity of a unit to an individual who pays Shared Ownership Rent upon the remainder; and

Staircasing to 100% of the equity of the dwelling is allowed;

**Specification** the Nationally Described Space Standards that the Affordable Housing Units should be completed to as a minimum as contained in Department for Communities and Local Government Standard (currently March 2015) or as may be subsequently updated and the accessibility standards set out in the Optional Requirement M4(2) of the Part M of the Building Regulations or as may be subsequently updated or an alternative standard as agreed in writing with the Chief Executive Officer of the Council;

**Suitable Offers** offers for the purchase of Intermediate Housing Units and leases of Affordable Rented Housing shall only be suitable if they are made by:

(a) a person ordinarily resident within the Cheadle Area for a minimum of six months;

(b) a person who can demonstrate a local connection or who has a family association within the Cheadle Area; or

(c) persons with employment in the Cheadle Area,

In the event that more than one suitable offer is made priority is given to persons who can demonstrate compliance with (a) over (b) or (a) or (b) over (c);

**Staircase** acquire an additional share or shares of the equity of the Affordable Unit.

## **2 LANDOWNER COVENANTS**

2.1 Subject always to the provisions in paragraphs 2.13, 2.36 and 2.37 of this Schedule, that no less than 33% of the Dwellings which are constructed on the Application Site shall be Affordable Housing Units (in accordance with the Specification) to be provided in accordance with each and every Reserved Matters Approval and shall comprise 60% Affordable Rented Housing and 40% Shared Ownership Housing or as may be agreed in accordance with the Affordable Housing Scheme.

2.2 Prior to submission of each and every Reserved Matters Submission to submit in writing for approval to the Council the Affordable Housing Scheme for that part of the Development. The Affordable Housing shall be provided in accordance with the approved Affordable Housing Scheme.

2.3 Within 12 months of the Commencement of Development of the Phase and prior to Disposal of any or all of the Affordable Units the Landowner shall notify the Council in writing of the proposed Registered Provider(s) purchaser of the Affordable Housing Units on the Site. If the Council so requests the Landowner shall endeavour to provide to the Council evidence of the financial and management capabilities of the proposed Registered Provider(s).

2.4 No more than 50% of the Open Market Dwellings shall be Practically Completed until 50% of the Affordable Housing Units have been completed in accordance with the Planning Permission and the Specification and transferred to a Registered Provider in accordance with the criteria set out in this Schedule 1 and are available for Occupation in accordance with those criteria and not more than 80% of the Open Market Dwellings shall be Practically Completed until the remaining Affordable Housing Units have been completed and transferred to a Registered Provider in accordance with the criteria set out in this Schedule 1 and are available for Occupation in accordance with those criteria.

- 2.5 Subject to paragraph 2.13 of this Schedule 1 not to permit, suffer, cause or allow the Affordable Housing Units or any part thereof to be developed or built other than for a Registered Provider and to be directly managed by a Registered Provider while ever the Dwellings remain as Affordable Housing Units bound by this Agreement.
- 2.6 Save with the consent in writing of the Council not to allow, permit or suffer any of the Affordable Housing Units to be occupied by individuals who do not meet the Occupation criteria for the relevant Affordable Housing Unit set out in this Schedule 1, paragraphs 2.17, 2.24, 2.25 and 2.29.
- 2.7 The Affordable Housing Units shall only be used for the purpose of providing Affordable Housing accommodation and other than Discounted Market Sale Unit/s to meet the objectives of a Registered Provider.
- 2.8 To serve notice in writing on the Council as soon as reasonably practicable after the completion of the construction of the Affordable Housing Units.
- 2.9 Subject to paragraph 2.13 of this Schedule 1 that the Landowner shall not cause or permit the Occupation of any of the Affordable Housing Units (other than any Discounted Market Sale Unit/s) until the freehold of the Affordable Housing Units has been transferred to a Registered Provider by a transfer in a form acceptable to and approved by the Council (such acceptance and approval not to be unreasonably withheld or delayed) at a value to be agreed between the Registered Provider and the Landowner provided that the Registered Provider shall not use Grant Funding (including Re-cycled Grant) for the purchase of the Affordable Housing Units and the Landowner must notify the Council within 14 days of completion of the transfer.
- 2.10 That other than any Discounted Market Sale Unit/s the Affordable Housing Units shall be managed by the Registered Provider in accordance with its usual and normal leasehold terms and conditions of the type and style recommended by Homes England in such form of lease, or long lease in accord with the Shared Ownership Terms.
- 2.11 That the Landowner shall notify the Council in writing within 14 days of postal addresses being assigned to the Affordable Housing Units.
- 2.12 That the Registered Provider shall forthwith serve notice in writing upon the Council upon the completion of any Disposal or letting of the whole or any part of the Site of the Affordable Housing Units to any other Registered Provider or person(s) to the end and intent that the Council shall be kept fully informed of Ownerships and tenancies regarding the same.
- 2.13 In the event that in relation to each and every Phase:
- (a) the Landowner despite using reasonable endeavours which shall include as a minimum reasonable approaches to 6 Registered Providers at least 4 of which shall already own properties in the Staffordshire Moorlands District Council area and, if necessary, amendment of the agreed Affordable Housing Scheme to provide an alternative mix of Affordable Housing Units to satisfy any reasonable request by a Registered Provider is unable to Dispose of the Affordable Housing Units to be provided within any Phase to a Registered Provider(s) within nine months of Commencement (or as otherwise agreed in writing by the Council) of any particular Phase; and
  - (b) evidence of such reasonable endeavours having been presented in writing to the Council; and
  - (c) the Council indicates in writing that it agrees that the Landowner has used its reasonable endeavours to dispose of the Affordable Housing Units to a Registered Provider(s),

then the Landowner may sell only those Affordable Housing Units as cannot be transferred to a Registered Provider as Discount Market Sale Units in accordance with the requirements of this Schedule provided that if agreement cannot be reached between the Council and the Landowner in relation to whether reasonable endeavours have been used by the Landowner following evidence of such reasonable endeavours having been presented in writing to the Council then the provisions of clause 8 of this Agreement relating to expert determination can be invoked by any party in relation to only those matters that are in dispute.

### **Affordable Rented Housing**

- 2.14 That the whole interest in the Affordable Rented Housing is made available for a minimum of 125 years from the date of first Occupation for rental in accordance with paragraphs 2.15 and 2.16 below.
- 2.15 That the Affordable Rented Housing should be rented out at no more than the Rent.
- 2.16 The lettings of the Affordable Rented Housing shall be subject to the nomination rights and residence qualifications as set out in paragraphs 2.17 and 2.18 of this Schedule 1.
- 2.17 The Registered Provider shall inform the Council when the Affordable Rented Housing is to be available and shall allocate the first Occupation of all the Affordable Rented Housing to persons nominated by the Council and who are able to make a Suitable Offer or, if none, a Satisfactory Offer within six weeks of notification to the Council to enable the Council to advertise the availability of the relevant unit through the Council's Choice Based Lettings Scheme 'Home Options' (or any such allocation scheme which is in place with the Council at the time) and to allocate not less than alternate subsequent occupations to persons nominated by the Council and who are able to make a Suitable Offer or, if none, a Satisfactory Offer within three weeks of notification to the Council of the availability of the Affordable Housing Units. In the event of the Council not making any nomination or a nomination of a person able to make a Suitable Offer or a Satisfactory Offer within the period specified or a person nominated and able to make a Suitable Offer or a Satisfactory Offer not accepting an offer made by the Registered Provider within five working days of the offer the Registered Provider shall be entitled to allocate Occupation of any available unit to any person who is in Housing Need and able to make a Suitable Offer and, if none to any person who is in Housing Need and able to make a Satisfactory Offer and if none such after four weeks of marketing in the Staffordshire Moorlands District Council area to such person as the Registered Provider deems fit provided they are in Housing Need.
- 2.18 Those tenants not nominated by the Council shall be so determined and selected in accordance with the tenant selection policies of the Registered Provider relevant to the specific type of property.

### **Shared Ownership Housing**

- 2.19 That the Shared Ownership Housing is to be used for the purposes of providing Shared Ownership leasehold accommodation that should be Disposed of in accordance with the Shared Ownership Terms and for no more than the Shared Ownership Rent.
- 2.20 That prior to the initial and any subsequent Disposal of a Shared Ownership Housing Unit (excluding the transfer of the Affordable Housing Units to the Registered Provider pursuant to paragraph 2.9 of this Schedule 1) the Landowner shall submit in writing to the Council for approval (such approval not to be unreasonably withheld or delayed) its assessment of the Open Market Value of the Shared Ownership Housing Unit at that time.
- 2.21 If the Council does not approve the Landowner's assessment of the Open Market Value of the Shared Ownership Housing Unit the Open Market Value thereof shall be determined prior to Disposal by an independent Chartered Surveyor in accordance with clause 8 of this Agreement.

- 2.22 Once the Open Market Value is agreed then no less than 10% and no more than 75% of the equity in the Shared Ownership Housing Unit shall be sold pro rata the agreed Open Market Value.
- 2.23 To allocate the first sale of any Shared Ownership Unit to any person able to make a Suitable Offer and in Housing Need or if none any person able to make a Satisfactory Offer and in Housing Need. If none such makes an offer within a further 12 weeks of advertising and marketing in the Staffordshire Moorlands District Council area then the Registered Provider may dispose of the Shared Ownership Unit to a person in Housing Need.
- 2.24 Second and subsequent sales of Shared Ownership Housing shall be at an agreed Open Market Value (to be agreed with the Council) to any person able to make a Suitable Offer and in Housing Need or, if none, a Satisfactory Offer and in Housing Need. If no contract for the sale of the Shared Ownership Unit has been entered into after four months of being continuously marketed then the Shared Ownership Unit may be sold to a person in Housing Need.
- 2.25 That the occupier of any Shared Ownership Housing Unit shall pay no more than the Shared Ownership Rent.
- 2.26 Should the purchaser of a Shared Ownership Housing Unit subsequently choose to exercise the right to Staircase then the Shared Ownership Rent shall decrease pro rata by reference to the percentage part of the Shared Ownership Housing Unit which is purchased.
- 2.27 The Registered Provider as landowner of the Shared Ownership Housing covenants that in the event of any purchaser of a Shared Ownership Housing Unit exercising his right to Staircase under the Shared Ownership Terms and to acquire a greater equitable share of the Shared Ownership Housing Unit then any sale proceeds received by the Registered Provider (after deduction of mortgage redemption and legal and administrative costs) will be used in accordance with Homes England Regulations for the provision of Affordable Housing Units within the administrative area of the Council giving preference to the Cheadle Area but in any event in agreement with the Chief Executive Officer for the time being of the Council acting reasonably and without any unreasonable delay.

#### **Discounted Market Sale Units**

- 2.28 The Discounted Market Sale Units shall be sold only at the Discounted Market Sale Price to an Approved Person in Housing Need for a minimum of 125 years from the date of first Occupation in accordance with paragraphs 2.29 to 2.35 inclusive of this Schedule 1.
- 2.29 On first Disposal of the Discounted Market Sale Units the Landowner shall submit to the Council a list of potential purchasers to enable the Council to prioritise (if necessary) and approve a number of Approved Person(s) suitable to purchase the Discounted Market Sale Units.
- 2.30 Prior to any Disposal of a Discounted Market Sale Unit the Landowner shall submit in writing to the Council for approval (such approval not to be unreasonably withheld or delayed) its assessment of the Open Market Value of the Discounted Market Sale Unit at that time.
- 2.31 If the Council does not approve the Landowner's assessment of the Open Market Value of the Discounted Market Sale Unit the Open Market Value thereof shall be determined prior to Disposal by an independent Chartered Surveyor in accordance with clause 8 of this Agreement.
- 2.32 Once the Open Market Value is agreed the Discounted Market Sale Unit shall be sold to an Approved Person who is able to make a Suitable Offer in Housing Need for no more than the Discounted Market Sale Price
- 2.33 If a Discounted Market Sale Unit has not been sold to an Approved Person who is able to make a Suitable Offer in Housing Need within a period of three months from first being marketed or

advertised for sale then the Landowner shall be entitled to dispose of the Discounted Market Sale Unit at the Discounted Market Sale Price to an Approved Person in Housing Need who is able to make a Satisfactory Offer and who is in Housing Need.

- 2.34 If a Discounted Market Sale Unit has not been sold to an Approved Person who is able to make a Suitable Offer or Satisfactory Offer in Housing Need within a period of six months from first being marketed or advertised for sale then the Landowner shall be entitled to dispose of the Discounted Market Sale Unit at the Discounted Market Sale Price to an Approved Person who is in Housing Need but not able to make a Suitable Offer or Satisfactory Offer.
- 2.35 A purchaser of a Discounted Market Sale Unit shall occupy the Discounted Market Sale Unit as their sole and primary residence.

**Other forms of intermediate affordable housing**

- 2.36 The Landowner may offer to the Council within their Affordable Housing Scheme any other form of intermediate affordable housing that meets the criteria of Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it).
- 2.37 If such other forms of intermediate affordable housing are included in the Affordable Housing Scheme then the scheme shall include precise details of the mechanism by which such Dwellings shall be provided, including if necessary method of transfer to a Registered Provider, nomination rights, occupancy criteria, rent restrictions etc. If required to do so by the Council the Landowner shall enter into a further section 106 to ensure that those Dwellings to be provided shall be affordable in perpetuity to individuals able to make a Suitable or Satisfactory Offer and in Housing Need.

## SCHEDULE 2

### CUSTOM/SELF BUILD AND ACCESSIBLE DWELLINGS

#### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Schedule 2 the following expressions shall have the following meanings:

**Accessible Dwelling(s)** a Dwelling which meets the criteria set out in Part M4(2) Schedule 1 of the Building Regulations 2010 (as amended);

**Custom/Self Build Dwelling(s)** 5% of the Dwellings up to a maximum of ten (10) Dwellings to be built by individuals on the Application Site and meeting the criteria set out in section 1(A1) and 1(A2) of the Self-Build and Custom Housebuilding Act 2015 (as amended);

**Custom/Self Build Dwelling Land** the land to be set aside on the Application Site for the purpose of construction of the Custom/Self Build Dwellings;

**Custom/Self Build Marketing Strategy** a marketing strategy for the Custom/Self Build Dwelling Land which shall include the following:

- (a) the details of how the Custom/Self Build Dwelling Land will be marketed to potential purchasers;
- (b) the terms on which the Custom/Self Build Dwelling Land will be offered;
- (c) information about each plot, including any restrictions to be imposed;
- (d) details of the method(s) of marketing and how/where marketing information will be accessed by customers; and
- (e) any other information reasonably requested by the Council.

and such marketing strategy may only be amended from time to time with the approval of the Council;

**Marketing Period** a period of no less than 12 months (or such other length of time as agreed in writing by the Council) starting from the date the marketing of the Custom/Self Build Dwelling Land first commences;

**Wheelchair Accessible Dwellings** a Dwelling which meets the criteria set out in Part M4(3) Schedule 1 of the Building Regulations 2010 (as amended).

#### 2 DELIVERY

The Landowner covenants with the Council as follows:

2.1 That Custom/Self Build Dwelling Land of a size capable of accommodating not less than 5% (up to a maximum of 10 Dwellings) of the total number of Dwellings within the Development shall be provided on the Application Site.

### **3 MARKETING AND DISPOSAL**

- 3.1 Prior to Commencement of Development of the Phase in which the Custom/Self Build Dwelling Land is to be reserved the Landowner shall submit a Custom/Self Build Marketing Strategy to the Council for its approval.
- 3.2 Not to Commence Development of the Phase in which the Custom/Self Build Dwelling Land is to be reserved prior to commencement of marketing of the Custom/Self Build Dwellings in accordance with the approved Custom/Self Build Marketing Strategy.
- 3.3 To market for sale the Custom/Self Build Dwelling Land in accordance with the approved Custom/Self Build Marketing Strategy for the Marketing Period
- 3.4 To notify the Council of the date on which marketing commenced in respect of the Custom/Self Build Dwelling Land within ten working days of the date on which marketing commences.
- 3.5 If at the end of the Marketing Period the Landowner has been unable to sell any or any part of the Custom/Self Build Dwelling Land the Landowner shall either:
- (a) continue to market the Custom/Self Build Dwelling Land; or
  - (b) at any time thereafter notify the Council in writing that it has been unable to sell the Custom/Self Build Dwelling Land or any part thereof, together with a plan showing those parts that it has been unable to sell, and that it intends to dispose of or otherwise deal as it wishes with the remaining Custom/Self Build Dwelling Land free of the restrictions and obligations contained in this Part 1
- 3.6 Following the Landowners' service of a notice on the Council pursuant to paragraph 3.5(b) above the Landowner and the Custom/Self Build Dwelling Land identified in that notice shall be released from the restrictions and obligations contained in this Part 1.

### **4 ACCESSIBLE DWELLINGS**

- 4.1 The Landowner shall provide on the Application Site a minimum of 50% Accessible Dwellings.
- 4.2 The Landowner shall provide on the Application Site a minimum of six Wheelchair Accessible Dwellings.
- 4.3 The Landowner shall ensure that the Dwellings that are proposed as Accessible Dwellings or Wheelchair Accessible Dwellings in compliance with the obligations at paragraphs 4.1 and 4.2 of this Schedule are clearly demonstrated on each Reserved Matters Submission.



## SCHEDULE 3

### COUNCIL CRITERIA FOR DISCOUNT MARKET SALE UNITS

#### 1 REQUIREMENTS

- 1.1 Applicants must meet the financial criteria in paragraph 2 of this Schedule 3. Where more than one application is received they will be assessed and prioritised in accordance with paragraph 3 of this Schedule.

#### 2 FINANCIAL CRITERIA

- 2.1 The financial criteria which is required to be met is as follows:

- (a) Maximum household income of £80,000.00; and
- (b) Unable to purchase a home a suitable for the applicant's needs without assistance; and
- (c) Savings must not exceed 30% of the discounted property price

#### 3 HOUSING NEEDS

- 3.1 Priority will be given to;

- (a) Those living in unsuitable housing conditions
- (b) Existing Social Housing Tenants
- (c) MOD Personnel
- (d) First Time Buyers

#### 4 HOUSEHOLD SIZE ELIGIBILITY

- 4.1 Applicants will be assessed for their household bedroom requirements, priority will be given to households who can demonstrate a genuine need for the property applied for as follows:

<b>Household size</b>	<b>2 bedroom 4 person property</b>	<b>3 bedroom 5 person property</b>
Single person / couple	Low priority	Low priority
Single person / couple and 1 dependent child	Medium priority	Medium priority
Single person / couple and 2 dependent children	Highest Priority	Highest priority
Single person / couple and 3 dependent children	Not eligible	Highest priority
Single person / couple and 4+ dependent children	Not eligible	Not eligible

## SCHEDULE 4

### OPEN SPACE PROVISIONS

#### 1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings:

**Management Company** a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Landowner for the purposes of carrying out future maintenance of the Public Open Space and:

- (a) which is incorporated in England and Wales;
- (b) which has a registered office in England;
- (c) whose primary objects permit it to maintain and renew the Public Open Space;
- (d) be an organisation with an appropriate level of public liability insurance;
- (e) have or have the means to engage and/or employ an appropriate level of qualified personnel who have the ability capacity and necessary equipment to manage and maintain the Public Open Space in accord with the approved Public Open Space Scheme;

**Play Area** the open space (400 sq m in size) for the provision of play for toddlers and juniors up to the age of 14 years old and in compliance with the requirements for a Locally Equipped Area for Play at set out in Annex 2 to this Agreement;

**Playing Pitch Contribution** to be calculated as follows:

$$a \times b = c$$

**a** is the number of Dwellings to be constructed on the Site

**b** is £277.23

**c** is the total Playing Pitch Contribution

such sum to be an Indexed Sum as defined in clause 6.4 of this Agreement for the provision of new playing pitches or improvement of existing playing pitches within a two mile radius of the Development and for the maintenance of such pitches;

**Public Open Space** that part of the Development consisting of any open spaces in the Site including the Play Area that are not to be transferred to any occupier of the Dwellings subject to amendment from time to time with the written approval of the Council;

**Public Open Space Scheme** a scheme for the location, layout, proposed public access (if any) and planting details, timing of delivery in relation to completion of the Dwellings within that Phase and the future management and maintenance of the Public Open Space and Play Area as part of the Development to be submitted in accordance with this Agreement.

2 The Landowner covenants with the Council:

2.1 Not to Commence Development on any Phase within which Public Open Space is to be provided unless the Public Open Space Scheme is submitted by the Landowner and approved in writing by the Council. A draft Public Open Space Scheme shall be submitted by the Landowner as part of each and every Reserved Matters Submission within which Public Open Space is to be provided.

2.2 To submit to the Council for approval the Public Open Space Scheme for all or any remaining areas of Public Open Space with the final Reserved Matters Submission.

2.3 To construct and complete the Play Space for use by the public prior to occupation of 50% of the Dwellings.

2.4 Within 30 working days (or within such other time period that the Council may reasonably require and which may be agreed in writing between the Council and the Landowner within the said initial 30 working day period) of the Council receiving the Public Open Space Scheme from the Landowner the Council will notify the Landowner in writing of its approval to the Public Open Space Scheme proposed by the Landowner or will acting reasonably provide in writing its proposed amendments to the Public Open Space Scheme pursuant to which the Landowner acting reasonably shall submit a revised Public Open Space Scheme incorporating those amendments as are reasonable and accepted provided that if the Council does not notify the Landowner of its approval or proposed amendments to the Public Open Space Scheme within 30 working days (or such other period of time that may be agreed) it shall be deemed that the Council has approved the Public Open Space Scheme submitted by the Landowner for that particular Phase and further provided that if agreement cannot be reached between the Council and the Landowner within 45 days of the date of the submission to the Council (or such other period of time that may be agreed) then the provisions of clause 8 relating to expert determination can be invoked by any party in relation to only those matters that are in dispute.

2.5 Upon receipt of the Council's written approval or deemed approval to a Public Open Space Scheme pursuant to paragraph 2.1 (or upon receipt of expert determination in relation to the Scheme(s) if applicable) the Landowner shall implement and provide the Public Open Space in accordance with the approved Public Open Space Scheme subject to any variation to implementation and provision contained in the implementation programme agreed as part of the Public Open Space Scheme and any variations that may be agreed in writing from time to time between the Landowner and in those areas where public access is identified in the approved Public Open Space Scheme shall:

(a) (subject to paragraphs 2.8 and 2.9 below) allow the public access to those areas on foot and where applicable bicycle only at all times;

(b) construct those areas forming a pedestrian thoroughfare to the standards required by the relevant Planning Condition(s); and

in all areas of the Public Open Space ensure that it is kept in a clean and tidy state and properly maintained in accordance with the approved Public Open Space Scheme(s).

2.6 Upon the Public Open Space in relation to a Phase or Phases being completed the Landowner will serve notice on the Council confirming completion and upon the Public Open Space being

completed to the Council's reasonable satisfaction in accordance with the approved Public Open Space Scheme the Landowner will either:

- (a) maintain and manage in perpetuity the Public Open Space in accordance with the Public Open Space Scheme (or any variation that may be agreed in writing between the Landowner and the Council from time to time) in default of which the Council shall be entitled (upon giving reasonable prior written notice to the Landowner) to carry out any maintenance works reasonably required to the Public Open Space and recover the proper and reasonable costs and expense involved from the Landowner; or
- (b) transfer title for the Public Open Space to a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on the terms agreed between the Landowner and the Management Company in consultation with the Council and all further maintenance shall be thereafter carried out by the Management Company provided that it shall be a term of the transfer that the Management Company will:
  - (i) maintain and manage in perpetuity the Public Open Space in accordance with this Agreement and the Public Open Space Scheme as the case may be or any variations that may be agreed in writing from time to time in respect of the Public Open Space Scheme; and
  - (ii) only allow the use of the Public Open Space as set out in the Public Open Space Scheme for landscaping, open areas of land, for public access and recreation and for no other purpose;
  - (iii) and the Landowner shall give the Council written notice of which of paragraphs 2.5(a) or 2.5(b) it has selected within ten working days of Practical Completion of the construction of the first Phase within which Public Open Space is provided.

2.7 The Public Open Space Scheme (including the location of the land to be provided as Public Open Space) may be amended from time to time with the written agreement of the Landowner and the Council.

2.8 To allow public access to those areas identified in the Public Open Space Scheme as open to members of the public subject to the following provisions:

- (a) access shall be subject to such other requirements and regulations as may from time to time be imposed by the Landowner having regard to overriding reasons of safety, security and prudent building management provided that such requirements and regulations shall not be imposed without the Council's prior approval;
- (b) the Landowner may erect notices on the Public Open Space and access to them will be denied by the Landowner for one day each year in order to prevent public rights of way or common rights coming into being; and
- (c) access may be denied by the Landowner for the maintenance, repair, cleansing or renewal of the Public Open Space or any building or land abutting it subject to the Council's prior approval.

2.9 The Landowner may close the Public Open Space identified by the Public Open Space Scheme as open to members of the public or any part thereof for reasonable periods by reason of:

- (a) emergency;
- (b) cleansing, maintenance and repair;

- (c) at the direction of the emergency services or other lawful authority; or
- (d) construction activities whilst the Development is being built save that closure for this reason shall be subject to the Council's prior approval.

2.10 To pay the Council the Playing Pitch Contribution and Indexed Linked Sum:

- (a) prior to Occupation of 10% of the Dwellings in every Phase; and
- (b) not to allow Occupation of more than 10% of the Dwellings until the Playing Pitch Contribution plus Indexed Linked Sum for that Phase has been paid.

**Council Obligations.**

3 The Council covenants with the Landowner to:

3.1 account for and refund any unexpended balance of the Playing Pitch Contribution to the party that paid the contribution in accordance with the provisions of clause 5.1.

3.2 to confirm receipt of each and every payment to the Council.

## SCHEDULE 5

### AIR QUALITY MONITORING

#### 1 DEFINITIONS

- 1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings;

**Air Quality Monitoring Contribution** the sum of Fifty Pounds (£50.00) per Dwelling in every Phase payable to the Council for the provision of monitoring the air quality for NO<sub>x</sub> and PM<sub>10</sub> in the Cheadle Area.

#### 2 LANDOWNER COVENANTS

The Landowner covenants with the Council as follows:

##### 2.1 Air Quality Monitoring Contribution

- (a) To pay to the Council the Air Quality Monitoring Contribution plus Indexed Linked Sum on or before the Commencement of Development and if Development shall come forward in a Phase shall pay the Air Quality Monitoring Contribution plus Indexed Linked Sum on or before the Commencement of Development of each and every Phase.
- (b) Not to Commence Development of any Phase before the Air Quality Monitoring Contribution plus Indexed Linked Sum has been paid to the Council.

## SCHEDULE 6

### HEALTH

#### 1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings;

**Health Contribution** the sum to be calculated in accordance with this Schedule payable to the SSICB for the future adaptation/expansion of premises within the Moorlands Rural PCN;

**Index** the BCIS All-In Construction Tender Price Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation;

**Index Linked** increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:

A = the figure for the Construction Tender Price Indices that applied immediately preceding the date of actual payment

B = the figure for the Construction Tender Price Indices that applied when the index was last published prior to the date of this deed;

**SSICB** the Staffordshire and Stoke-on-Trent Integrated Care Board with responsibility for the commissioning and oversight of NHS services in the Moorlands Rural PCN, the area in which the Application Site is located.

#### 2 LANDOWNER COVENANTS

The Landowner covenants with the Council as follows:

##### 2.1 Health Contribution

- (a) To pay to the SSICB the Health Contribution to be Index Linked and calculated in accordance with the number of Dwellings to be provided on each and every Phase utilising the methodology set out in the letter from the SSICB dated 15/03/2024 and attached to this Agreement at Annex 3 on or before the Commencement of Development of that Phase.
- (b) Not to Commence Development of any Phase before the Index Linked Health Contribution relating to that Phase has been paid to the SSICB.
- (c) To provide to the Council within 21 days in respect of any payment made to the SSICB evidence of such payment having been made

## SCHEDULE 7

### EDUCATION

#### 1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings:

**Primary Education Contribution** means the sum to be calculated using the following formula:

$a \times b =$  the contribution which shall be Index Linked

where

"a" is the number of Dwellings as are agreed through Reserved Matters Approvals to be constructed as part of the Development

and

"b" is the sum of £8,446

payable to the County Council for the provision of a new primary school and/or towards the provision of additional capacity at an existing primary school in the Cheadle Town school planning place area;

**Reserved Matters Application** means a reserved matters application submitted pursuant to and in compliance with the Planning Permission;

**Reserved Matters Approvals** means the approval of any Reserved Matters Application.

#### 2 LANDOWNER COVENANTS

The Landowner covenants with the Council and with County Council as follows:

##### 2.1 Primary Education Contribution

(a) To pay to the County Council the Primary Education Contribution in respect of each Phase as follows:

(i) 30% on or before Commencement of the Phase;

(ii) 30% on or before Occupation of thirty percent (30%) of the Dwellings in a Phase;

(iii) 40% on or before Occupation of sixty percent (60%) of the Dwellings in a Phase.

#### 3 DECLARATIONS

3.1 For the purposes of clause 5.1

(a) The County Council shall be deemed to have expended the Primary Education Contribution if it has incurred and met expenditure for the purpose for which the Primary Education Contribution is to be used prior to that amount actually being received or due under this Agreement; and



- (b) Any part of the Primary Education Contribution which has not yet been paid out by the Council but has been committed to be paid by a contract prior to the expiry of the fifteen year period shall be deemed to have been expended.

## SCHEDULE 8

### HIGHWAYS

#### 1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings:

<b>Annual Performance Report</b>	the annual reports to be submitted for a period of five years from the first Dwelling Occupation, indicating how the Travel Plan has been performing and if appropriate the proposals and/or remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan;
<b>Bus Service Contribution</b>	the sum of Seven Hundred and Fifteen Pounds (£715.00) per Dwelling Index Linked payable to the County Council for the provision of a local bus service;
<b>Pedestrian Improvement Contribution I</b>	the sum of Fifty Thousand Pounds (£50,000.00) Index Linked payable to the County Council for the pedestrian improvements comprising of dropped crossings and tactile paving on both side of the road between the Application Site and Cheadle town centre;
<b>Pedestrian Improvement Contribution II</b>	the sum of Seventeen Thousand Pounds (£17,000) Index Linked payable to the County Council for the formal pedestrian crossing facilities in Cheadle town centre;
<b>Travel Plan</b>	the Travel Plan appended to this Agreement at Annex 4;
<b>Travel Plan Sum</b>	a sum of Ten Thousand Pounds (£10,000.00) Index Linked to be paid for the monitoring and review of the Travel Plan.

## **PART 1**

### **TRAVEL PLAN**

#### **1 LANDOWNER COVENANTS**

The Landowner covenants with the Council and with the County Council as follows:

- 1.1 To pay the Travel Plan Sum to the County Council prior to Commencement; and
  - (a) not to Commence the Development without having first paid the Travel Plan Sum to the County Council; and
  - (b) to notify the Council that the Travel Plan Sum has been paid to the County Council within 14 days of such payment.
- 1.2 To implement the Travel Plan in accordance with the proposals, targets, measures and programme of implementation set out within it.
- 1.3 To produce and submit to the County Council an Annual Performance Report (which shall include, as appropriate, the proposals and/or remedies required as set out in the Travel Plan) for approval in writing in respect of all or each part of the Development in accordance with the Travel Plan. In the event that an Annual Performance Report is submitted which does not in the opinion of the County Council achieve the objectives and/or targets of the Travel Plan to submit proposals and/or remedies in accordance with the Travel Plan to the County Council for its approval in writing. This process shall be repeated as often as necessary until such revised proposals and/or remedies to the Travel Plan are approved in writing by the County Council.
- 1.4 To implement the Travel Plan and any modifications arising from an Annual Performance Report approved by the County Council.
- 1.5 To submit a copy of any modified Travel Plan (following Annual Performance Report or otherwise) approved by the County Council to the Council.
- 1.6 To meet with the County Council on request and within three weeks of the request being made.

#### **2 COUNTY COUNCIL COVENANTS**

The County Council covenants with the Landowner as follows:

- 2.1 To undertake with the Travel Plan co-ordinator(s) the on-going monitoring and review of the Travel Plan in accordance with the requirements therein.
- 2.2 To provide support and advice to the Travel Plan co-ordinator(s) in implementing the Travel Plan.
- 2.3 To use the Travel Plan Sum solely in connection with the Travel Plan.
- 2.4 To respond to the Landowner's Travel Plans and associated Annual Performance Reports within three weeks of receipt with either written approval or in the event of the Travel Plan and/or Annual Performance Report being unacceptable to the County Council the reasons (which shall be reasonable) to explain to the Landowner why a revised Travel Plan and/or revised proposals and/or remedies will need to be submitted for approval in writing by the County Council for the approval of the Travel Plan and/or Annual Performance Report in accordance with the Travel Plan.

- 2.5 To advise the Council of instances where the Landowner has not complied with the Travel Plan (following Annual Performance Reports or otherwise) in order for the Council to consider whether enforcement proceedings are necessary.
- 2.6 To submit a copy of any revisions to the Travel Plan (following Annual Performance Report or otherwise) approved by the County Council to the Council.

## PART 2

### OTHER FINANCIAL OBLIGATIONS

1 The Landowner covenants with the Council and with County Council as follows:

1.1 **Bus Service Contribution**

- (a) To pay to the County Council the Bus Service Contribution on or before the Occupation of any of the Dwellings.
- (b) Not to Occupy any of Dwellings before the Bus Service Contribution has been paid to the County Council.

1.2 **Pedestrian Improvement Contribution I**

- (a) To pay to the County Council the Pedestrian Improvement Contribution I on or before the Occupation of any of the Dwellings.
- (b) Not to Occupy any of Dwellings before the Pedestrian Improvement Contribution I has been paid to the County Council.

1.3 **Pedestrian Improvement Contribution II**

- (a) To pay to the County Council the Pedestrian Improvement Contribution II on or before the Occupation of any of the Dwellings.
- (b) Not to Occupy any of Dwellings before the Pedestrian II Contribution has been paid to the County Council.

**EXECUTED** as a **DEED** (but not delivered until the date hereof)  
by affixing the company seal of  
**STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL**  
in the presence of

Director .....

Director/Secretary .....

**THE COMMON SEAL** of  
**STAFFORDSHIRE COUNTY COUNCIL**  
was affixed to this Deed in the presence of:  
in the presence of

Director .....

Director/Secretary .....

**EXECUTED** as a **DEED** by  
**BLOOR HOMES LIMITED**  
acting by

, a director

Director .....

in the presence of

Signature of witness .....

Name (IN BLOCK CAPITALS) .....

Address .....

I confirm that I was physically present when ..... signed this deed

**EXECUTED as a DEED by  
EDWARD THOMAS PEMBERTON**

Signature .....

in the presence of

Signature of witness .....

Name (in BLOCK CAPITALS) .....

Address .....

I confirm that I was physically present when ..... signed this deed

**EXECUTED as a DEED by  
NATIONAL WESTMINSTER BANK PLC**  
acting by

, a director

Director .....

in the presence of

Signature of witness .....

Name (IN BLOCK CAPITALS) .....

Address .....


I confirm that I was physically present when ..... signed this deed

**ANNEX 1**

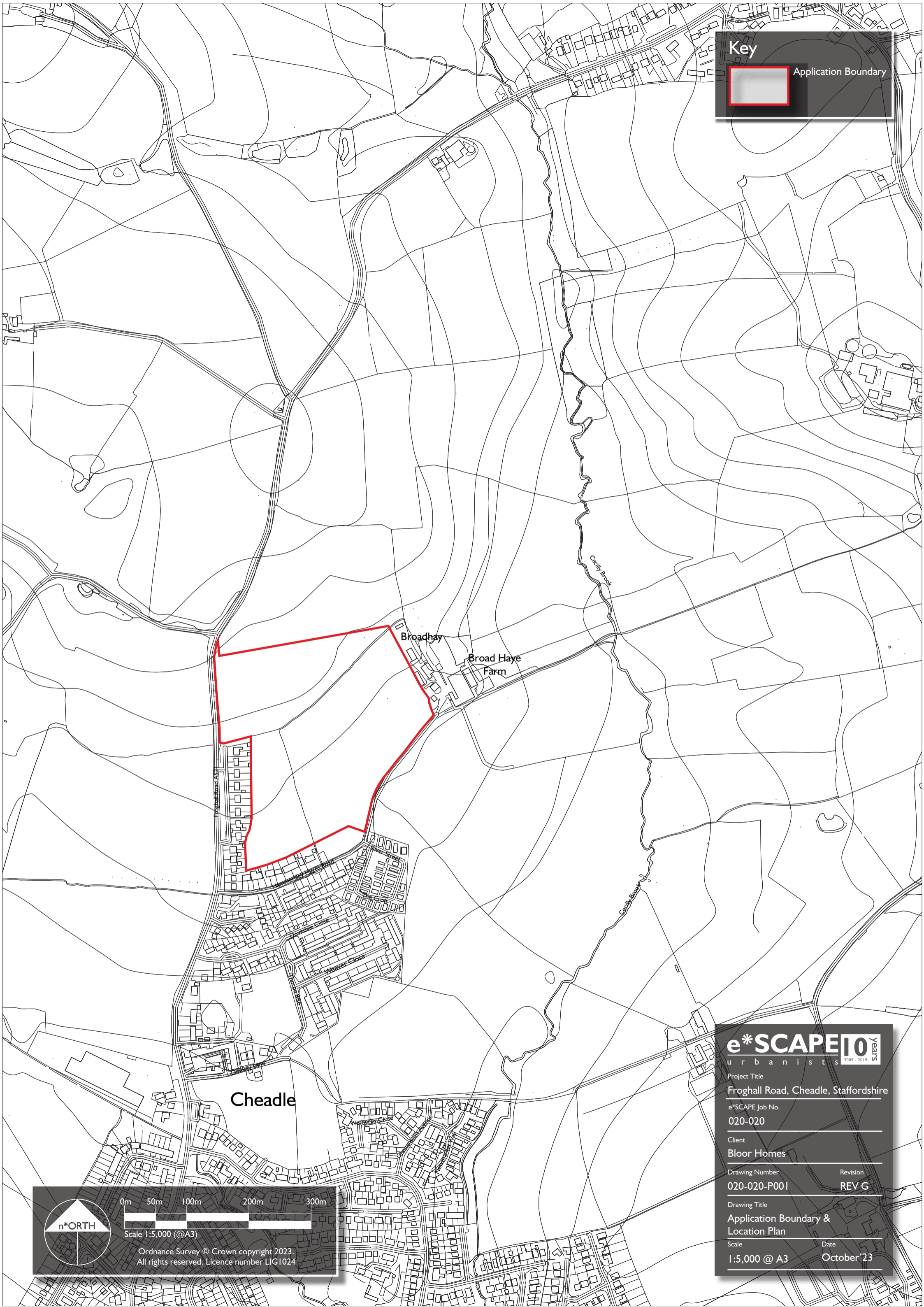

**PLAN 1**



**Key**



Application Boundary

0m 50m 100m 200m 300m

Scale 1:5,000 (@A3)

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**e\*SCAPE10** Years  
urbanists 2009 - 2019

Project Title  
Froghall Road, Cheadle, Staffordshire

e\*SCAPE Job No.  
020-020

Client  
Bloor Homes

Drawing Number  
020-020-P001

Revision  
REV G

Drawing Title  
Application Boundary & Location Plan

Scale  
1:5,000 @ A3

Date  
October '23

## ANNEX 2

### THE REQUIREMENTS OF A LOCALLY EQUIPPED AREA FOR PLAY (LEAP)

- Has a minimum activity zone area of 400 square meters
- Caters for children from 4 to 8 years of age
- Has a buffer zone of not less than 10m in depth between the edge of the activity zone and the boundary of the nearest dwelling and a minimum of 20m between the activity zone and the habitable room façade of the dwelling
- Should not have play equipment overlooking nearby gardens
- Is positioned beside a pedestrian pathway on a well used route
- Occupies a well drained site with a grass or a hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN1177 or subsequent equivalent standard as may be introduced in future
- Contains at least five types of play equipment, two of which at least are individual pieces rather than part of a combination multi play unit, and each type of play equipment should be designed to stimulate one of the following activities:
  - Balancing
  - Rocking
  - Climbing/Agility
  - Sliding
  - Social play
  - Additional items may focus upon rotating, swinging, jumping, crawling, viewing, counting or touching
- The playground equipment must conform to EN1176 or subsequent equivalent standard as may be introduced in future.
- Contains two benches seating a minimum of three people for parents and/or carers
- Contains a litter bin
- Has fencing of at least 1m in height around the perimeter of the activity zone, with two outward opening self closing gates on opposite sides of the play area, to deter entry by dogs and to restrict opportunities for bullying
- Has a sign indicating:
  - the area is solely for use by children;
  - adults are not allowed unless accompanied by children;
  - dogs are excluded;

- name and telephone number of the operator of the facility to report any incident or damage to the play equipment;
- location of the nearest public telephone.

**ANNEX 3**

**LETTER FROM THE SSICB DATED 15/03/2024**

Stafford Education & Enterprise Park  
Weston Road  
Stafford  
ST18 0BF

Telephone: 0300 123 1461

Date: 15/03/2024

<b>LPA</b>	Staffordshire Moorlands District Council
<b>App Ref</b>	SMD/2021/0610
<b>Development</b>	Outline application for residential development with access considered (all other matters reserved)
<b>Address</b>	Land East of Froghall Rad, Cheadle, Staffordshire
<b>Case Officer</b>	Jane Curley

Dear Jane,

Thank you for your consultation in respect of this live application for a major housing development.

It is noted that the application is in outline form and is accompanied by a parameters masterplan, which indicates the delivery of up to 215 dwellings for this unallocated site.

The ICB wish to confirm the position in respect of community health and preventive and primary care services, which fits within the ambit of 'community facilities' as described within the wording of policy C 1 as confirmed in the glossary of terms within the plan.

In this case a request is made under s106 of the Act for developer contributions to mitigate for the impacts of additional patient demand upon local primary care services, which would be expected to serve this development.

**Integrated Care Systems:**

Integrated Care Systems (ICSs) were formalised as legal entities with statutory powers and responsibilities in July 2022 following the passing of the Health and Care Act.

There are 42 ICS's across the country and each one is made up of 2 key elements:

- 1) an integrated care board (ICB) and;
- 2) an integrated care partnership (ICP).

Staffordshire and Stoke-on-Trent ICB are tasked with the commissioning and oversight of most NHS services and is accountable to NHS England for NHS spending and performance. The ICP brings together a wider range of partners, not just the NHS, and this includes local authority partners. The system aims to focus on collaboration to remove barriers to accessing health and care services.

The ICP has been tasked with developing an Integrated Care Strategy to address the broader health, public health, and social care needs of the population and this partnership has recognised that in Staffordshire and Stoke-on-Trent we have an increasingly older population

(as acknowledged by the applicant in their accompanying planning statement) with complex health and care needs. One of the consequences of this is that we are seeing increasing demand on services in our area which will be challenging to meet.

**Strategic Planning and decision-taking:**

Aside from the adopted plan policy C 1, Section 8 of the NPPF 'Promoting healthy and safe communities' makes clear that policies and decisions associated with development should aim to achieve healthy, inclusive and safe places.

At paragraph 97 b) it is also made clear that policies and decisions should *"take into account and support the delivery of local strategies to improve health, social and cultural well-being for all sections of the community."*

In determining applications for development, the ICB wishes to work with local planning authorities and create awareness of local strategies to improve health. The primary care network model (PCN) seeks to ensure equality of service for patients by ensuring that all patients within England are covered by a PCN, which should help to integrate primary care with secondary and community services. Since 2019 General practices have been organising themselves into local networks to provide care at this greater scale.

Primary care networks bring practices together to be able to offer care on a scale which is small enough for patients to access the continuous and personalised care they value but large enough to be resilient through the sharing of workforce, administration, and other clinical functions.

The NHS Long Term Plan supports a vision of care delivered at system, place and neighbourhood level and supports NHS organisations to have more of a proactive focus on improving population health and looking to reduce inequalities in outcomes.

The development of clinical strategies for each PCN account for current and future needs based on an assessment of local demographics and how changes in population health and growth are influencing the requirements for primary care services and the accompanying need for appropriate infrastructure to ensure an estate that is suitable and sustainable.

The request herein is related to the scale of development proposed and aligned to wider strategic plans to support primary care infrastructure within the impacted PCN which will need to respond to localised growth to ensure patients have equality of access to services.

**The current position within the PCN:**

The application site is situated within the Moorlands Rural PCN, which comprises of nine premises (7 practices, 2 branches).

Further to an assessment of spatial capacity and sufficiency, analysis shows that clinical and administration space is challenged across the PCN with the majority of premises insufficient when benchmarked against current standards and it is clear that recruitment and retention is impacted by a lack of suitable estate capacity, thereby impinging upon clinical strategies to improve patient health outcomes.

The capacity of the healthcare estate is viewed in the context of the local demographics. The PCN currently has a notably higher, than ICS average, older population with 26.68% of



patients over 65 years of age and significantly higher numbers of people 75-85 years. There is a high prevalence of long-term conditions such as coronary heart disease, hypertension and stroke, with 30% of adults overweight.

The older population means that the health status of patients within parts of the PCN is more complex and these growing demands continue to act as key drivers for expanding the workforce, which in turn requires fit for purpose estate to operate from.

**The development outputs:**

Having reviewed the application details and after considering key facets associated with practices that fall within influencing distance of this site the ICB would request a contribution which would support the development of primary care services in the area with both the creation of a hub and expansion opportunities under review.

In respect of the Lower layer super output area (LSOA) in which the application site is situated it is evident that patients are split across The Tardis Surgery, Well Street Medical Centre and Allen Street Clinic. As per the wider outlook for the PCN there is an overall shortfall in clinical capacity for current patient numbers across these practices and accordingly proportionate mitigation is sought for this development in accord with adopted policy C 1, SS 12 and the adopted Developer contributions SPD 2023.

The table set out below provides the relevant calculations for the sum requested to support local health infrastructure in this case and is aligned to the costs of providing additional clinical rooms with the requested sums to be utilised within the Moorlands Rural PCN to mitigate for additional patient population arising from housing growth.

The outputs are derived from the Department for Health guidance 'Health Building Note 11-01: Facilities for Primary and Community Care Services', which provides best practice guidance on the delivery of new healthcare buildings and adaptation and extension of existing facilities. It is applicable to a range of building types including GP premises, Health centres, Primary care centres and Urgent care centres.

<b>Housing Numbers</b>	<b>215</b>
<b>Household Average</b>	2.4

<b>Consulting / Examination Rooms</b>	
Population Increase	516
Access Rate (5260 per 1000 population)	5.26
Anticipated Annual contacts	2,714
Assume 100% patient use of C/E room: Patient accessing a C/E room:	2,714
Assume surgery open 50 weeks per year - Patients Per Wk	54
Appointment duration (minutes)	15
Patient appointment time per week	13.57
Building Operational Hrs Per Week	52.5

Room Utilisation - Per Week	60%
Rooms Available - Per Week	31.5
Number of CE Rooms Required	0.43
C/E Room size (m2)	16.00
Net space required	6.89
Ratio of clinical space to non-clinical space 30/70 - Increase factor	2.33
Total space requirement (m2)	22.97

<b>Treatment Rooms</b>	
Population Increase	516
Access Rate (5260 per 1000 population)	5.26
Anticipated annual contacts	2,714
Anticipated annual contacts Assume 20% patient use of room: Patients accessing a treatment room:	543
Surgery open 50 weeks per year	10.86
Appointment duration	20
Patient appointment time per week	3.62
Building Operational Hrs Per Week	52.5
Room Utilisation	60%
Rooms Available - Per Week	31.5
Number of CE Rooms Required	0.11
C/E Room size (m2)	18.00
Net space required	2.07
Ratio of clinical space to non-clinical space 30/70 - Increase factor	2.33
Total space requirement (m2)	6.89

<b>Total Cost</b>	
Total floor area required (m2)	29.87
Cost per m2	6454
<b>Total cost / Contribution required</b>	<b>£ 192,762</b>

The total sum (£192,762) would be targeted towards supporting the future adaptation/expansion of premises within the Moorlands Rural PCN as appropriate and would be informed by strategic estates plans, which will enable the ICB to work towards the aim of tackling inequalities in outcomes, experience, and access for patients.

In the preparation of any agreement (pursuant to S106 of the Planning Act) suggested clauses have been outlined below to ensure appropriate trigger points and indexation in line with the Construction Tender Price Indices (TPI).



**Definitions and clauses for associated Health Care Contribution:**

**Definitions -**

NHS SSOT ICB – The Staffordshire and Stoke-on-Trent Integrated Care Board, Stafford Education & Enterprise Park, Weston Road, Stafford, ST18 0BF (or such other successor organisation in force at the time the Health Care contribution is passed or committed to be passed by the Council pursuant to xxx).

Health Care – Facilities for primary and community care services.

Health Care Contribution – The minimum sum of [£192,762], to be applied towards the provision of Health Care services within the Moorlands Rural Primary Care Network as directed by the Staffordshire and Stoke-on-Trent Integrated Care Board.

Index – the BCIS All-In Construction Tender Price Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation.

Index Linked – means increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:

A = the figure for the Construction Tender Price Indices that applied immediately preceding the date of actual payment

B = the figure for the Construction Tender Price Indices that applied when the index was last published prior to the date of this deed

**Clauses -**

1.1. To pay the Health Care Contribution to the Council prior to the first occupation of any dwelling within the development.

2.1. In the event that any Health Care Contribution (or part thereof) paid under paragraph 1.1. of this schedule has not passed or committed to be passed in full by the Council to the NHS Staffordshire and Stoke-on-Trent Integrated Care Board within ten (10) years of the first occupation of the Development then the Council will repay the balance of the Health Care Contribution not committed to be passed to the NHS Staffordshire and Stoke-on-Trent Integrated Care Board upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Health Care Contribution.

3.1. Forward-funding

3.1.1. If any forward-funding of any Health Care infrastructure project takes place in anticipation of receipt of any relevant contribution or payment under the provisions of this deed then on such receipt the Council will credit such contribution or payment (including any indexation element and/or interest received thereon) to the NHS Staffordshire and Stoke-on-Trent Integrated Care Board accordingly and the receipt shall be treated as being immediately expended for the purpose for which the forward-funding was directed.



**Staffordshire and  
Stoke-on-Trent**  
Integrated Care Board

Yours sincerely

Philip Murphy  
Planning and Development Lead  
Staffordshire & Stoke-on-Trent ICB

**ANNEX 4**  
**TRAVEL PLAN**

Proposed Residential Development, Land off Froghall Road, Cheadle

# **BLOOR HOMES LTD**

Travel Plan Framework

February 2024





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**PLANS – See Transport Assessment**

Offices across the UK







## **1 INTRODUCTION**

### **1.1 Introduction**

1.1.1 Eddisons have been instructed by Bloor Homes Ltd to produce a Residential Framework Travel Plan to assist the Local Planning Authority's determination of a planning application for a residential development off the A521 Froghall Road in Cheadle.

1.1.2 This document will set out the principal strategies that will be put in place once the development is open to encourage sustainable travel to the development. The document will evolve into a formally agreed Full Travel Plan following the occupation of the development.

1.1.3 The preparation and adoption of a Travel Plan is an important element of managing the demand for travel to all modern developments. The Department for Transport (DfT) issued a guide on the preparation of such travel plans in April 2009 in a document entitled 'Good Practice Guidelines: Delivering Travel Plans through the Planning Process.

### **1.2 Site Location**

1.2.1 The site is located approximately 1.5 kilometres north of Cheadle town centre as identified in **Plan 1**.

1.2.2 The application site is an irregular shaped parcel of land, to the south it is bound by the residential properties that front onto Hammersley Heys Road, whilst undeveloped land bounds the site to the north. To the west the site is bound by the A521 Froghall Road and residential development, whilst to the east the site is bound by undeveloped land and Broad Haye Farm.



- 1.2.3 The site is currently undeveloped and used for agricultural uses, vehicular access into the site is provided from the west via an agricultural track which connects to Hammersley Heys Road.

### 1.3 Development Proposals

- 1.3.1 The proposals are for the redevelopment of the site to provide a residential development for up to 228 units.

- 1.3.2 The proposed site parameters plan is shown in **Plan 2**.

### 1.4 The Travel Plan

- 1.4.1 The aims of Travel Plans are as follows:

- To encourage residents and visitors to use alternatives to the private car;
- To increase the awareness of the advantages and potential for travel by more environmentally friendly modes, and
- To introduce a package of management measures that will facilitate travel by modes of transport other than the private car.

- 1.4.2 This document provides an overarching strategy for the site, outlining targets and initiatives which will be undertaken to encourage travel by more sustainable modes. The Travel Plan will target residents travel to ensure that a fully-encompassing travel plan is developed.

- 1.4.3 It should be noted that this is working document and it is recognised as being the second stage in the Travel Plan process. This is primarily because, as the site is not fully occupied, it is not desirable to simply list a series of policies to be implemented once the site is fully





occupied. Instead, it is preferable to provide a more detailed Travel Plan that considers the results of a resident's travel survey.

1.4.4 This document provides a framework for the preparation of a Full Travel Plan, which will be submitted to Staffordshire County Council (Local Highway Authority) within 3 months of the initial resident's travel survey.

1.4.5 The Full Travel Plan will demonstrate the strategy to assist the wider aims of sustainable transport and should include the following as a minimum:

- Contact details of a Travel Plan Co-ordinator;
- Results from the resident's travel survey;
- Details of cycling, pedestrian and public transport links to and through the site;
- Objectives to achieve;
- SMART targets for non-car modes of travel, considering the baseline data from the survey;
- Action Plan of measures to be introduced and appropriate funding; and
- Details of arrangements for monitoring and review of the Travel Plan.

1.4.6 A Travel Plan is effectively a combination of information, proposals and incentives designed to use most effectively the different means of travel available to residents.

1.4.7 This document will set out the principle strategies of the Travel Plan which will evolve into a formally agreed document once the development is open and the residents are occupying residential units.



## 1.5 Residents Travel (Welcome) Pack

- 1.5.1 The principle Travel Plan measure will consist of a Residents Travel Pack containing relevant material to promote non-car modes of travel. This will be discussed further in Section 4 of this Plan.



## **2 TRAVEL PLAN ADMINISTRATION**

### **2.1 Introduction**

2.1.1 The administration of the Travel Plan will be the responsibility of the Travel Plan Co-ordinator (TPC) who will be appointed prior to the occupation of the first dwelling.

### **2.2 Role of Travel Plan Co-ordinator**

2.2.1 Eddisons Incorporating Croft will act as the TPC on behalf of the developer. Essentially the co-ordinator will provide a liaison in implementing the plan with the residents and Staffordshire County Council (SCC).

2.2.2 The TPC will be the first point of contact for residents and other outside organisations in all matters regarding travel. The post of the TPC will continue for the life of the development.

2.2.3 The role of the Travel Plan Co-ordinator will also be to develop and manage the Travel Plan for the site.

2.2.4 It is envisaged that the TPC's roles will include;

- A point of contact for any travel-related queries.
- Travel awareness amongst residents.
- Creating a travel database with information of the resident's travel patterns.
- The availability of the most up to date travel information.



- That all residents receive a Welcome Pack, which will contain details of public transport services i.e. timetables and route information as well as advice on walking and cycle routes to the site.
- Administration of the Travel Plan and provide a liaison in implementing the plan with SCC.
- Promoting the car sharing scheme and other travel plan initiatives.
- Providing their details to local planning authority and the appropriate local bus companies.

2.2.5 The TPC will become responsible for the travel plan once it has been formally agreed by SCC and will be the key decision maker on day-to-day matters relating to implementation of the travel plan. Any changes in the personnel of the TPC must be provided to SCC.

2.2.6 The duties will also include monitoring, reviewing targets and forming action plans to remedy areas where the Travel Plan is not performing.

2.2.7 Monitoring period shall be for a minimum of 5 years, and shall cease when the TPC and SCC agreed targets have been achieved.

## 3 ACCESSIBILITY BY NON-CAR MODES

### 3.1 Introduction

3.1.1 In order to accord with the aspirations of the NPPF, any new proposals should extend the choice in transport and secure mobility in a way that supports sustainable development.

3.1.2 New proposals should attempt to influence the mode of travel to the development in terms of gaining a shift in modal split towards non-car modes, thus assisting in meeting the aspirations of current national and local planning policy.

3.1.3 The accessibility of the proposed site has been considered by the following modes of transport:

- Accessibility on foot;
- Accessibility by cycle;
- Accessibility by bus; and
- Accessibility by rail.

### 3.2 Accessibility on Foot

3.2.1 It is important to create a choice of direct, safe and attractive routes between where people live and where they need to travel in their day-to-day life. This philosophy clearly encourages the opportunity to walk whatever the journey purpose and helps to create more active streets and a more vibrant neighbourhood.



- 3.2.2 Pedestrian footways are provided on either side of the A521 Froghall Road to the south of the site and connect directly to the centre of Cheadle. As previously stated, a new section of footway will be provided between the site access and the existing footway on the eastern side of the A521 Froghall Road.
- 3.2.3 The CIHT document 'Planning for Walking' from 2015 states, in paragraph 2.1, that in 2012 that 79% of all journeys made in the UK of less than a mile (1.6 kilometres) are carried out on foot.
- 3.2.4 Within the Institution of Highways and Transportation (IHT) document, entitled "Guidelines for Providing for Journeys on Foot", Table 2.2 suggests distances for desirable, acceptable and preferred maximum walks to 'town centres', 'commuting/schools' and 'elsewhere'. The 'preferred maximum' distances are shown below in **Table 3.1**. Update numbers throughout.

Suggested Preferred Maximum Walk		
Town Centre	Commuting/School	Elsewhere
800m	2,000m	1,200m

**Table 3.1 – IHT 'Providing for Journeys on Foot' Walk Distances**

- 3.2.5 Reference to the 2,000 metres walk distance is also made in the now superseded Planning Policy Guidance (PPG) Note 13 which advised that 'walking is the most important mode of travel at the local level and offers the greatest potential to replace short car trips, particularly under 2km'.



3.2.6 Manual for Streets (MfS) continues the theme of the acceptability of the 2,000-metre distance in paragraph 4.4.1. This states that ‘walkable neighbourhoods are typically characterised by having a range of facilities within 10 minutes’ (up to about 800m) walking distance of residential areas which residents may access comfortably on foot. However, this is not an upper limit and PPS13 states that walking offers the greatest potential to replace short car trips, particularly those under 2 km’. **Table 3.2** below summarises this guidance in tabular form.

'Comfortable' Walk	'Preferred Maximum' Walk
800m	2,000m

**Table 3.2 – Manual for Streets Walk Distances**

3.2.7 More specific guidance on the distances that children will walk to school is found in the July 2014 document published by the Department for Education (DfE) entitled ‘Home to School Travel and Transport’ statutory guidance document. This suggests that the maximum walking distance to schools is 2 miles (3.2 kilometres) for children under 8 and 3 miles (4.8 kilometres) for children over the age of 8. This is summarised below in **Table 3.3**.

Children under 8 Walk Distance	Children over 8 Walk Distance
3,200m	4,800m

**Table 3.3 – DfE Walk Distances to Schools**



3.2.8 Further evidence that people will walk further than the suggested 'preferred maximum' distances in the IHT 'Providing for Journeys on Foot' is contained in a WYG Report entitled 'Accessibility – How Far do People Walk and Cycle'. This report refers to National Travel Survey (NTS) data for the UK as a whole, excluding London, and confirms that the 85th percentile walk distance for:

- All journey purposes – 1,930 metres;
- Commuting – 2, 400 metres;
- Shopping – 1,600 metres;
- Education – 3,200 or 4,800 metres; and
- Personal business – 1,600 metres.

3.2.9 Overall, in Table 5.1, the document states that 1,950 metres is the 85th percentile distance for walking as the main mode of travel. **Table 3.4** below summarises the various 85th percentile walk distances suggested as guidelines in the WYG Study.

All Journeys	85 <sup>th</sup> Percentile Walk Distances				Overall Recommended Preferred Max
	Commuting	Shopping	Education	Personal	
1,950m	2,100m	1,600m	3,200/4,800m	1,600m	1,950m

**Table 3.4 – WYG Report/NTS Data Walk Distances**

3.2.10 In summary, it is considered that the distance of 1,950 metres, or around 2 kilometres, represents an acceptable maximum walking distance for the majority of land uses although clearly the DfE guidance for walking to school is up to 3.2 kilometres.





- 3.2.11 Section 3.1 of the CIHT guidance 'Planning for Walking' mentioned earlier in this report provides a useful reminder of the health benefits of walking. This states that:
- 'A brisk 20 minute walk each day could be enough to reduce an individual's risk of an early death'.*
- 3.2.12 A 20-minute walk equates to a walking distance of around 1,600 metres.
- 3.2.13 In light of the above review, a pedestrian catchment of 2 kilometres from the centre of the site, using all usable pedestrian routes, has been provided in **Plan 3** and provides an illustrative indication of the areas that can be reached based on a leisurely walk from the site.
- 3.2.14 In addition, to the pedestrian catchment plan, a review of the proximity of local facilities such as local shops/retail outlets and leisure facilities has been undertaken and the location of these is also shown in **Plan 5**.
- 3.2.15 The 2,000-metre pedestrian catchment illustrates that the majority of Cheadle can be accessed, along with various amenities such as, the town centre, Broad Hayes Park, A&C Stores, Lloyds Bank, Cheadle Spice, The Maghal Indian Balti, Iceland, Morrisons, Kingsley Holt Park, B&M, Boots, Savers and Ratcliffe Pharmacy.
- 3.2.16 **Table 3.5** below, shows the walking distance from the centre of the site to the local amenities in the vicinity of the site. The table also confirms whether the amenity is within the 'preferred maximum' walk distances using the above guideline criteria.



Local Amenity	Distance	Guidance Criteria	Meets with Guidance?
Broad Hayes Park	585m	1,600m	YES
A&C Stores	930m	1,600m	YES
Lloyds Bank	1,000m	1,600m	YES
Cheadle Spice	1,540m	1,600m	YES
The Mughal Indian Balti	1,540m	1,600m	YES
B&M	1,600m	1,600m	YES
Boots	1,600m	1,600m	YES
Savers	1,600m	1,600m	YES
Ratcliffe Pharmacy	1,600m	1,600m	YES
Iceland	1,600m	1,600m	YES
St Giles Catholic Primary School	2,140m	3,200m	YES

**Table 3.5 - Distance from Site to Local Facilities**

- 3.2.17 As can be seen in the above table, the site is located within proximity to a number of local amenities including primary services as well as leisure facilities.
- 3.2.18 All of the day to day amenities are well within the 'preferred maximum' walk distances described earlier in this section. It should also be that although outside of the 'preferred maximum' distance, the retail provision contained within Cheadle town centre such as Morrisons (1,645 metres) and Asda (1,800 metres) are within 2 kilometres walk of the development site.



- 3.2.19 It should also be noted that the provision of the new Primary School on the Cheadle North Strategic Development Area site to the south, will enable school journeys to and from the site to be undertaken on foot.
- 3.2.20 It is therefore considered that the existing and proposed pedestrian infrastructure will facilitate safe and direct pedestrian linkages between the site and local destinations.

### 3.3 Accessibility by Cycle

- 3.3.1 A distance of 5 kilometres is generally accepted as a distance where cycling has the potential to replace short car journeys. This distance equates to a journey of around 25 minutes based on a leisurely cycle speed of 12 kilometres per hour and would encompass the entirety of Cheadle as well as the nearby areas of Kingsley, Oakamoor, Freehay and Dilhorne.
- 3.3.2 The site can, therefore, be considered as being accessible by cycle.

### 3.4 Accessibility by Bus

- 3.4.1 The nearest bus stops to the site are located on the A521 Froghall Road approximately 500 metres (around a 6 minute walk) from the centre of the site. These bus stops can be accessed via the existing and proposed pedestrian infrastructure located on the A521 Froghall Road. These existing bus stops provide bus shelters and the raised accessible kerbing is provided for at the southbound bus stop.
- 3.4.2 All the nearest bus stops to the site are shown on **Plan 5**.
- 3.4.3 A summary of the services available from the nearest bus stops from the development site is provided in **Table 3.6** below.



Service No	Route	Monday – Friday (per hour)				Sat	Sun
		AM Peak	Midday	PM Peak	Eve		
30	Leek - Cheadle - Tean	1	0	0	0	0	0
KF	Hanley (City Centre) - Uttoxeter (Rail)	1	2	2	0	2	2

**Table 3.6 - Existing Bus Services in Vicinity of the Site**

- 3.4.4 As can be seen from Table 3.6, the nearest bus stops on the A521 Froghall Road are served by 2 services in each direction, which provide access to local centres such as Leek, Hanley, Uttoxeter and Cheadle.
- 3.4.5 The above services operate from around 7:00am to around 7:00pm, making travel by public transport a real alternative to travelling by car, in particular for commuting trips.
- 3.4.6 In order to demonstrate the level of accessibility, some example journey times by bus are presented below **Table 3.7** below.



Destination	Duration
Cheadle	5 minutes
Leek	30 minutes
Hanley	33 minutes
Uttoxeter	40 minutes

**Table 3.7 - Example Bus Journey Times from the Site**

3.4.7 The above table demonstrates that Cheadle town centre is just a 5 minute bus journey from the nearest bus stops to the site whilst Uttoxeter town centre and Hanley city centre can be reached within a 40 minute bus journey.

3.4.8 It is therefore concluded that the proposed development site is accessible by bus.

### 3.5 Accessibility Summary

3.5.1 The proposals have been considered in terms of accessibility by non-car modes for the proposed residential development.

3.5.2 The following conclusions can be drawn from this section of the report:

- It has been demonstrated that there are a wide range of amenities within a short walk of the proposed development site
- The provision of footway improvements on the A521 Froghall Road will provide linkages between the site and the local amenities located in the vicinity of the application site.



- The site is accessible by bus, with up to 2 buses per hour operating in the immediate vicinity of the site, providing access to Cheadle, Hanley (City Centre) and Uttoxeter.

3.5.3 In light of the above, it is considered the site is highly accessible by non-car modes and will cater for needs of the development's residents and assist in promoting a choice of travel modes other than the private car.

## 4 MANAGEMENT MEASURES

### 4.1 Introduction

4.1.1 This section of the Travel Plan describes the measures which will be delivered through the plan, the commitment will include measures designed to reduce car based trips to both primary and secondary schools;

### 4.2 Management Measures

- i) Travel Plan Co-ordinator;
- ii) Resident's Travel Survey;
- iii) Resident's Travel Pack;
- iv) Travel awareness and information;
- v) Promotion of Lift Share Scheme;
- vi) Encouraging Walking/Cycling; and
- vii) Establish a Bike Users Club (BUG).

4.2.2 As far as possible, the obligations outlined below are designed to be suitable for review and monitoring. The list, however, is not exhaustive and the Travel Plan Co-ordinator will be free to investigate other potential initiatives.

#### *Travel Plan Co-ordinator*

4.2.3 As previously detailed, a TPC has been appointed to manage the day to day running of the Travel Plan and organise residents travel surveys, as set out in Section 2.



- 4.2.4 It is anticipated that Eddisons Croft ([info@crofts.co.uk](mailto:info@crofts.co.uk)) will initially act as the TPC for the development with responsibility transferring to a separate management company although this will be confirmed in due course.
- 4.2.5 Monitoring reports shall be submitted to [smarter.travel@staffordshire.gov.uk](mailto:smarter.travel@staffordshire.gov.uk)
- 4.2.6 The TPC will be responsible for all aspects of the Travel Plan. His or her primary functions will be as follows;
- Liaison with SCC;
  - Provision of a Resident's Travel Pack containing information for residents;
  - Promotion of the sustainable transport options available to residents, including public transport, cycle, walking and car sharing schemes; and
  - Maintenance of all necessary systems, data and paperwork.

### *Residents Travel Survey*

- 4.2.7 In order to establish the travel modes of residents (once the dwellings are occupied) a Residents Travel Survey will be undertaken.
- 4.2.8 The survey will be provided to all the residents as part of their 'Welcome Pack' when they purchase a property.





- 4.2.9 This information will be used to determine which modes of travel will need to be promoted and encouraged the most.
- 4.2.10 Monitoring period shall be for a minimum of 5 years, and shall cease when the TPC and SCC agreed targets have been achieved.

### ***Residents Travel Plan 'Welcome Pack'***

- 4.2.11 It is an important and emerging principle in residential developments that where appropriate the implementation of travel plan type measures can establish a pattern of travel behaviour favouring sustainable modes from the inception of the development.
- 4.2.12 The site is well placed for encouraging access on foot or by cycle to a wide range of amenities. Similarly, the existence of high frequency local bus services will encourage the choice of public transport as a primary means of travel for the development.
- 4.2.13 In order to build on these locational advantages, it is recommended that a Travel Pack is developed for the occupants of each new residential unit, prior to the occupation of the first unit.
- 4.2.14 The contents of such a Travel Pack would include information relating to walking and cycling routes in the area and the provision of up to date bus and rail timetable information in addition to an identification of the location of nearby amenity facilities as part of the information supplied to purchasers.
- 4.2.15 The adoption of such Travel Packs is recognised as being an important element in ensuring that access by non-car modes is promoted from the earliest occupation of a residential development.



- 4.2.16 Within the Residents Travel Pack, residents will be encouraged to consider ways in which to reduce their need to travel such as 'Home Delivery' for shopping and working from home. The first issue of the Residents Travel Pack will be the responsibility of TPC.
- 4.2.17 The Residents Travel Pack will be provided to residents on occupancy of the dwellings and, therefore, residents are aware in advance of the Travel Plan and its objectives.

### ***Travel Awareness and Information***

- 4.2.18 All residents will be made aware of the existence of the Travel Plan.
- 4.2.19 As mentioned previously, Residents Travel Packs will be issued for new residents moving into the development and prospective buyers will be made aware of the Travel Plan when viewing properties.
- 4.2.20 Contact details for the TPC will also be provided to residents.
- 4.2.21 Travel Information for residents will be provided for in numerous ways, such as, websites, cycle and walking maps for the surrounding areas.
- 4.2.22 A "Travel" information website could be promoted to provide details of the travel options available to residents.
- 4.2.23 The website could hold information about the Travel Plan and the reasons for it, public transport links, bus timetables and contact information, cycle routes and pedestrian access.



- 4.2.24 The material displayed will be reviewed regularly by the TPC and additional information added when appropriate. This will include general information on the environmental cost/benefits of different modes of transport, the savings made through car sharing etc. All information on display is reviewed to ensure that it remains up to date and relevant.
- 4.2.25 It will be the responsibility of the TPC to ensure that residents are provided with information to allow ease of use of the public transport network.
- 4.2.26 Liaison between the TPC, SCC and the local public transport operators will be promoted to assist in the wider transport initiatives promoted by the Council.
- 4.2.27 As part of the travel information, employees will also be offered personalised journey planners, which is a free service offered by Traveline.
- 4.2.28 To cater for this, a form will be included within the 'Travel Pack' for residents to request a personalised journey planning session. The residents will complete the form including a start and end point of their journey and this can be either sent to Traveline or completed by the TPC on their behalf.
- 4.2.29 Some residents will of course be able to do this for themselves providing they have access to a computer.



- 4.2.30 Some helpful websites to aid residents which will also be included in the Travel Pack to assist planning their travel are:
- [www.travelline.org.uk](http://www.travelline.org.uk);
  - [www.nationalrail.co.uk](http://www.nationalrail.co.uk);
  - [www.sustrans.org.uk](http://www.sustrans.org.uk).
- 4.2.31 The above list is a guideline as to the kind of information available but clearly, the TPC will be able to investigate other useful sources of travel information such as walking and cycling maps which are available on the Council's website.
- 4.2.32 The Travel Plan will ensure that all residents are aware of the facilities available to encourage and facilitate walking and cycling and will publicise National events such as Walk to Work month and Bike Week.
- 4.2.33 In addition to the above, information on existing key local services and publicity material from SCC's website and Traveline will be included.

### ***Promotion of Car Sharing Scheme***

- 4.2.34 Car sharing represents a relatively convenient alternative form of travel and significant potential exists to reduce the total private mileage and car parking demand of residents by promoting car sharing.
- 4.2.35 The TPC will promote the use of car sharing and encourage residents to register on the Car Share website.



- 4.2.36 This is a recognised website which allows users to register their details; where they are travelling to in the area; and if they are offering a lift or need a lift to their destination.
- 4.2.37 In addition, leaflet drops will be used to communicate information to residents and make them aware of any initiatives being undertaken.
- 4.2.38 The car share scheme matches up car drivers and passengers who travel on similar routes at similar times. There is no fee for registering or using the website. This proposal has the advantage of the 'pool' of potential car shares being able to also include existing residents in the area, that may share a route for journey to work with residents of the development.
- 4.2.39 The car share scheme will be promoted by the TPC through a variety of means including for example sales literature, welcome packs, online resources.
- 4.2.40 Car sharers do not necessarily need to work for the same company, or even be based in the same building. In order to maximise this potential, the strategy is that, from initial occupation:
- The established and successful car share scheme is to be promoted to residents,
  - Information about this scheme is to be included in Welcome/Induction packs,
  - The benefits of car sharing are to be highlighted in the Welcome/Induction pack.
- 4.2.41 Nationally organised events such as 'Green Travel Week' or 'In Town Without My Car Days' etc will also be promoted.
- 4.2.42 These measures will be used to raise awareness and will ensure that the car share scheme is available to and known by all those travelling to/from the site.



### ***Encouraging Walking/Cycling***

- 4.2.43 Residents will be provided with information and advice concerning safe pedestrian and cycle routes to the site through the provision of the Resident's Travel Pack.
- 4.2.44 Local and National campaigns for walking and cycling will also be promoted by the Travel Plan Co-ordinator
- 4.2.45 As part of these schemes the provision of walking/cycling signage will be investigated by the Travel Plan Co-ordinator, this signage could provide details on the routes and distances to and from local services and amenities in the area.

### ***Establish a Bike Users Club (BUG)***

- 4.2.46 The Travel Pack will include information on any cycle user groups operating in the vicinity of the site as well as information on cycle routes and facilities in the area.
- 4.2.47 In addition to the above, the Travel Plan Co-ordinator could set up a 'Cyclist Forum' for regular cyclists. This will be an effective way to monitor cyclist provision and facilities and could extend to organising group rides in the area and rides along recognised routes to promote cycling to others.
- 4.2.48 The Travel Pack will also include contacts details of Staffordshire CC's cycling officers for any residents wishing to investigate setting up new user groups, and to ensure residents input into the further development of local cycling strategies.
- 4.2.49 The Travel Plan Co-ordinator will also investigate providing information regarding free on-road cycle training and maintenance classes for adults.

## 5 TRAVEL PLAN TARGETS

### 5.1 Introduction

5.1.1 This section of the Travel Plan will provide details of the draft targets against which the success of the Plan in achieving its objectives will be measured.

5.1.2 The targets are designed to be quantifiable, be relevant, measured and time-orientated.

### 5.2 Baseline Targets

5.2.1 In order to set the targets, further information (e.g. a travel survey) will have to be obtained in order to establish against which to set the targets. This information will be related to existing patterns of movement (i.e. the proportion of residents who travel to their workplace by non-car mode).

5.2.2 Despite this it is recognised that measurable and achievable targets need to be set for sustainable modes to encourage their use.

5.2.3 Based on our experience draft targets for the developments model split have been proposed as follows;

- Car Driver - Reduction of 5%
- Car Passenger - Increase of 2%
- Public Transport - Increase of 3%.
- Bicycle - Increase of 2%.
- Walking - Increase of 3%.



5.2.4 In addition to the above targets, a target will be set to encourage school travel by modes other than the private car, especially for Primary School age children. For the purposes of this Travel Plan a interim target of 5% reduction of private car journeys to and from the site has been set.

5.2.5 These interim targets will be revised and agreed with SCC and included in the Full Travel Plan for the development within 3 months of the completion of the first resident travel survey which will be undertaken on 50% occupancy of the development.

### 5.3 Potential Targets

5.3.1 Targets which according to the DfT may potentially also be included in the Full Travel Plan include the following:

- Car trips per household - targets set on the basis of predicted trip rates for the development.
- Uptake of alternatives - Targets for bus patronage, membership and use of car clubs, registration and participation in car share scheme, cycle counts and pedestrian counts.
- Car ownership and mode of travel - trip based targets may be supplemented by targets related to car ownership, travel to work by mode and travel to school by mode.
- Travel Plan awareness targets - for example, a target can be established to ensure a significant percentage of residents are aware of the travel plan and its purpose.



## 6 TRAVEL PLAN MONITORING

### 6.1 Introduction

6.1.1 It is important that monitoring data gathered through the travel plan is collected in such a way as to provide a clear indication of how successful the travel plan has been in minimising single occupancy car journeys and encouraging sustainable travel patterns. Therefore, the following monitoring will be provided as part of the Travel Plan for the site in line with DfT best practice;

- A full Residents travel survey: A travel survey will be distributed to all residents. This will ask questions about how they currently travel to and from the site, how they would prefer to travel to and from the site, any travel or transport issues they are encountering, and their attitudes towards sustainable travel.
- Snap Shot Residents travel survey: The snap-shot survey will solely provide modal split data for the development site and will enable the TPC to gauge whether the objectives of the Travel Plan are being achieved.

### 6.2 Frequency of Monitoring

6.2.1 The full residential travel survey will be conducted once every two years until full occupation and the snap-shot survey will be undertaken annually with the results reported to SCC in the form of a monitoring report (annual progress report). The initial survey will be undertaken when the development reaches 50% occupancy and will be used to inform baseline travel data and targets.

6.2.2 The TPC will endeavour to undertake the surveys at the same time every year to allow for comparison without seasonal influences on travel patterns.



- 6.2.3 The residents survey will be posted to all the residents either via a hard copy in the mail or an electronic link to an online survey via email.
- 6.2.4 A person will go and door knock on the addresses who have not sent their survey back and an on the spot survey will be undertaken. This method seeks to ensure maximum response rate and therefore provide the most realistic travel data. This method may be revised year on year if a more efficient data collection method is devised.
- 6.2.5 In addition, annual traffic counts will be undertaken at the same time as the annual travel surveys. These will be undertaken by way of an 7 day Automated Traffic Count (ATC) on the site access arm of the junction. This data will give an indication of travel patterns to and from the site and will complement the annual surveys.

### **6.3 Monitoring Reporting and Review**

- 6.3.1 Information gathered as part of the continuous monitoring process will be made available to SCC to assist the assessment of on-going modal split.
- 6.3.2 Future strategies for further delivering plan objectives can be considered in partnership with Travel Plan Officers.
- 6.3.3 The monitoring and assessment of the plan will include the submission of annual progress reports detailing the results of the travel surveys with regards to targets, budgets, general effectiveness and current initiatives.
- 6.3.4 This will allow effective measures to be promoted and increased while ineffective measures can be revised and rectified. New initiatives for the coming year will also be contained within the report and submitted to SCC officers.



6.3.5 Actions are:

- Seek regular feedback from bus operators to establish the perceived level of demand for local bus services;
- Monitor the take-up of the car sharing scheme; and
- Record comments received from residents relating to the operation and implications of the Plan.

6.3.6 Information gathered through the monitoring process will be recorded for the input to the annual progress report. The information will be sent to the local authority at regular intervals.

## 6.4 Action Plan

6.4.1 The initial timetable for the implementation and provision for monitoring and review is provided **Table 6.1** below:



Action	Target Date	Indicator/Measured by	Responsibility
Appointment of Travel Plan Coordinator (TPC)	TPC appointed 3 months prior to first occupation of site	Appointment of TPC by target date	Bloor Homes/TPC
Production of Residents Travel Pack	Upon Occupation	Distribution of Resident's Travel Pack	Bloor Homes/TPC
Undertake initial travel surveys and ATC Traffic Count	Within 6 months of reaching 50% occupation.	Receipt of survey results	TPC
Agree Travel Plan Targets	Within 3 months of initial travel survey undertaken	Receipt of written agreements of target	TPC
Adoption and Launch of Full Travel Plan	Within 1 month of agreement of targets	Sign off of Full Travel Plan	TPC
Establish a Travel Plan Steering Group	Within 1 months of the adoption and launch of the Travel Plan	Appointment of Steering Group	TPC
Annual monitoring and review.	Annually until full occupancy.	Receipt of written agreements of annual monitoring report	TPC

**Table 6.1 – Travel Plan Framework Timescales**

6.4.2 The table above sets out the key tasks that will need to be undertaken by the TPC as part of the Travel Plan including guidance as to timescales for the tasks to be undertaken.





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