



**COUNTRYSIDE PROPERTIES  
LAND SOUTH OF WHITTINGTON WAY  
BISHOP'S STORTFORD**

**BRIEFING NOTE PREPARED FOR EHDC  
FURTHER TO THE MEETING HELD ON  
8TH OCTOBER 2014**

**NOVEMBER 2014**



**the journey is the reward**

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**Countryside Properties**  
**Land South of Whittington Way**  
**Bishop's Stortford**  
**Briefing Note Prepared for EHDC Further to the Meeting Held on 8th October**  
**2014**

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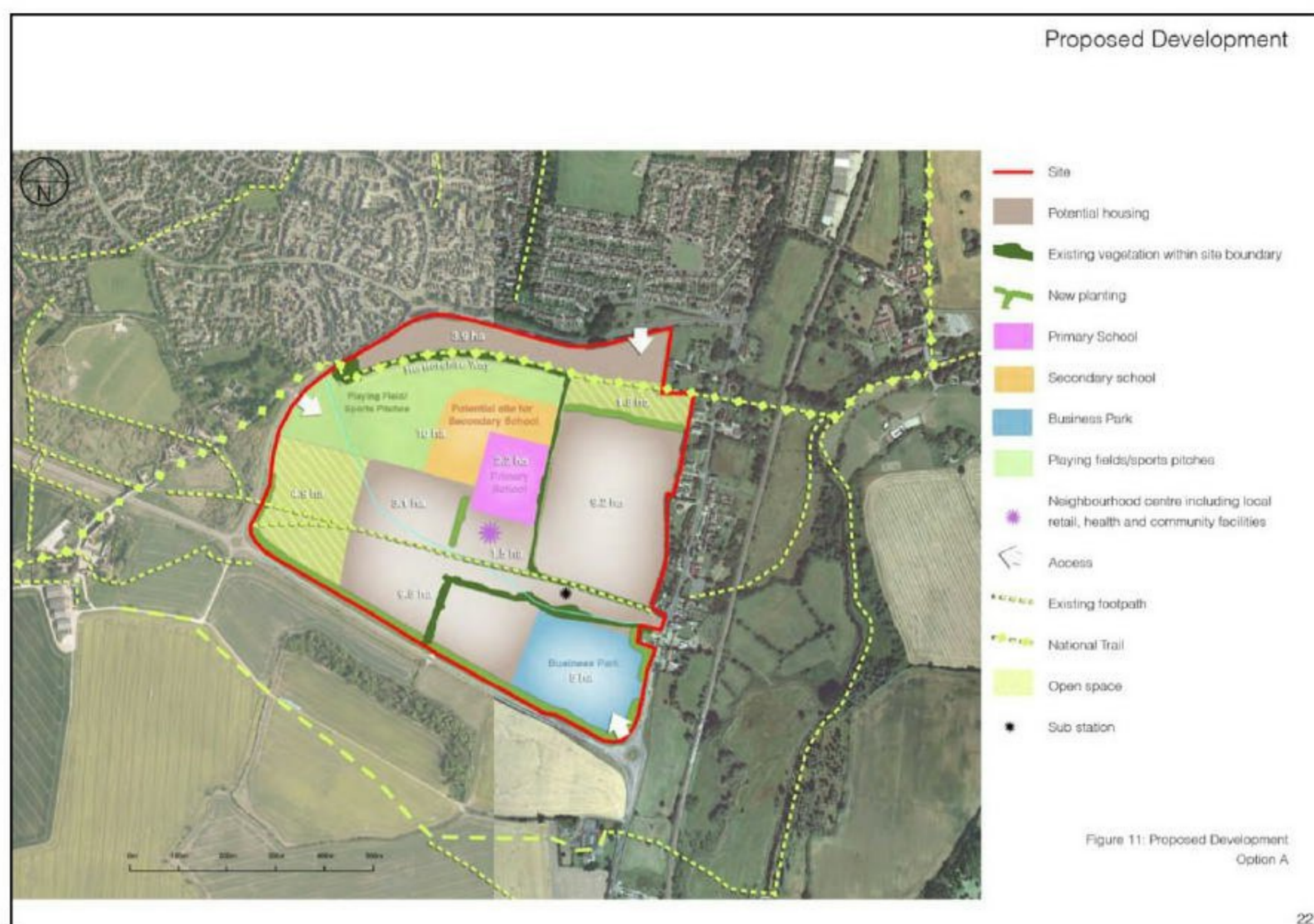
## **Appendices**

APPENDIX A: The Highways Authority Recommendation in Relation to the School Sites Application

APPENDIX B: Copy of the S106 Agreement for the School Sites Application

# 1 Introduction

- 1.1 This Briefing Note has been prepared, further to a meeting held on the 8<sup>th</sup> October 2014, with East Herts District Council and their advisors PBA, to provide a further clarification in relation to the Transport Impacts in relation to an allocation of Land South of Whittington Way, Bishop's Stortford.
- 1.2 The site location is shown below in **Figure 1.1**.



**Figure 1.1: Development Location and Proposed Access Points**

- 1.3 As discussed at the meeting held on the 8<sup>th</sup> October 2014, it is relevant to consider the fact that the highways implications of two 8 FE Secondary Schools, were considered on this site and the Highways Authority raised no objection to the proposals.
- 1.4 Therefore in this Briefing Note, we consider;
- The Summary of the Previous Traffic Projections considered by the Highway Authority
  - A comparative with the likely projections for the proposed allocation
  - The Possible Transport Mitigation
- 1.5 We enclose an Appendix to this note a copy of the S106 Agreement in relation to the previous application for development on Land at Whittington Way.

## 2 Previous Application for Development on the Proposed Allocation Site

- 2.1 East Herts District Council and Hertfordshire County Council, considered the implications of Two 8 FE Secondary Schools on the proposed allocation site and a subsequent application for two 6FE Schools on the Site.
- 2.2 The planning application was submitted to East Herts District Council in June 2010, considering the site for the relocation of two secondary schools, for which the Highways Implications were considered by: the Highway Authority, Hertfordshire County Council and the Secretary of State at Appeal.
- 2.3 **Table 2.1** sets out the assumptions used for pupils and staff with the overall two-way traffic for the previously proposed development shown in **Table 2.2**.

	Bishop's Stortford High School	Hertfordshire and Essex High School
<b>Number of Pupils</b>	<b>1600 Pupils</b>	<b>1600 Pupils</b>
Attendance	1488 Pupils (93%)	1520 Pupils (95%)
Number of Pupils with Siblings in Other Years	112 Pupils (7%)	112 Pupils (7%)
Clubs before/at 8am	83 Pupils (5%)	0 Pupils (0%)
Total Pupils Travelling	1293 Pupils (81%)	1408 Pupils (88%)
Car Modal Share	259 Pupils (20%)	268 Pupils (19%)
Sixth Form Parking	40 Spaces	62 Spaces
% of Return Car Trips Tested	85%	77%
Proposed Pupil Arrivals Between 0800-0900	477	473
<b>Number of Staff</b>	<b>243 Staff</b>	<b>239 Staff</b>
Attendance	238 Staff (98%)	234 Staff (98%)
Car Modal Share	228 Staff (96%)	234 Staff (100%)
Proposed Staff Arrivals Between 0800-0900	148	145

**Table 2.1: Process and Assumptions used to Calculate Total Traffic for the Previous Application for the Site**

2.4 The total two way vehicle movements for a 6FE and 8FE school are shown in Table 2.2

	Bishop's Stortford High School	Hertfordshire and Essex High School	Total
Total 6FE School	468	465	932
Total 8FE School	625	618	1,244

**Table 2.2: Total Predicted Two-Way Traffic to the Site am peak**

2.5 In terms of distribution of trips, for the purpose of providing a rigorous assessment, the trips dropping off at the School were considered to return to the origin of their journey.

2.6 A package of mitigation measures was agreed with the Highway Authority. The principal objectives of the mitigation package was to;

- Maximise the number of trips made by non-car means;
- Provide improvements to the operation of the immediate highway network and
- Ensure that the local impacts of the School in terms of parking and drop off and pick up are managed.

2.7 The measures are highlighted below and involve. The Highway Authority recommendation is set out in Section 3.

**Introduction of Split Cycle Offset Optimisation Technique (SCOOT) on London Road and management measures at the London Road/Thorley Hill Junction**

2.8 It has been proposed by HCC to introduce Split Cycle Offset Optimisation Technique (SCOOT) to the traffic signals throughout Bishops Stortford. SCOOT is a tool for managing and controlling traffic signals in urban areas. It is an adaptive system that responds automatically to fluctuations in traffic flow through the use of on-street detectors embedded in the road.

2.9 The proposal was to link the signalised junctions along London Road via a SCOOT traffic control system, which was assessed to increase the efficiency of the highway network by a further 6 to 7%.

2.10 At the London Road/Thorley Hill Junction, on site observations have shown that parked cars impede the operation of the junction, in particular forcing sbnd vehicles towards the centre of the road and therefore leading to right turning vehicles turning into the Industrial Premises to block ahead traffic. Therefore management measures, which could be implemented using the Highway Authority powers were proposed.

## **The Provision of Pedestrian and Cycle Links and Crossings along Whittington Way**

- 2.11 It was proposed to improve pedestrian and cycle links on Whittington, including for the provision of a Toucan Crossing (for use by cyclists and pedestrians). An additional pedestrian island was proposed to the west of Pynchbek.

## **The Amendment of Existing Scheduled Bus Services to Serve the Site**

- 2.12 Improved bus services were identified, to serve the schools, as follows:
- Service 1: Enhancing the frequency of the existing 308 service to a 20 minute frequency, with one of the services operating on a slightly different route to pick up areas off Hadham Road.
  - Service 2: Providing a new service which would operate along Stansted Road, Parsonage Way, Dunmow Road, Haymeads Lane, Beldams Lane and London Road to the School.
- 2.13 It was clear, that there would be wider area benefits arising from the improved frequency of the 308 service. A Ticketing strategy, was proposed involving tickets being available for periods up to one term through the bus company and to be arranged through the school.

## **The Provision of Dedicated Bus/Coach Services to Serve the Schools**

- 2.14 Currently the dedicated school buses serve a number of the Schools in Bishop's Stortford and certain of the services take pupils from the surrounding villages to both the Herts & Essex and Bishop's Stortford High Schools.
- 2.15 A dedicated bus/coach set down and pick up area was proposed.

## **The Provision of a School Travel Plan**

- 2.16 The School Travel Plans, were proposed to be updated to include:
- Objectives and Targets
  - The provision of travel information on the School Web Site
  - The provision of travel information to pupils and parents on buses and rail
  - To introduce a Cycle Package for the school, involving the provision of cycle shelters, cycle maps, cycle training and the provision of information on local cycle shops.
  - A Car Share Scheme
  - Provide an Information Package for Staff setting out how to travel by non car means



- Travel Awareness Posters to be located throughout the school
- The Travel Plan Measures for the use of Jobbers Wood

2.17 It is clear, that the Highway Authority considered the impacts of a major traffic attractor on this site and considered that it could be accommodated on the Highways Network. For reference, their recommendation is set out in **Appendix A**.

### 3 A Comparative of the Previous Development Proposals With the Expected Traffic From the Proposed Allocation

- 3.1 EHDC are testing the impacts of the proposed allocation using the VISSM model created by ECC, which tests development proposals in Hertfordshire and West Essex.
- 3.2 It is clear, from Section 2, that the impact of a considerable quantum of development, with an appropriate mitigation package was considered acceptable by the Highway Authority.
- 3.3 An assessment of vehicle trip movements has been provided to EHDC and HCC, for the purpose of the modelling work, using trip rates previously agreed with the approving Authority, which have not been adjusted to take account of the measures, to reduce the need to travel or encourage trips to be made by means other than the private car, which will form part of the allocation proposals.
- 3.4 The non-adjusted trip rates and assessment of vehicle movements is shown below in **Table 3.1**, with the estimates trips for the site contained in **Table 3.2**.

	Arrivals	Departures	Total
AM Peak 0800-0900	0.150	0.371	0.521
PM Peak 1700-1800	0.367	0.225	0.592

**Table 3.1: Non-Adjusted Trip Rates for the Peak Hours**

	Arrivals	Departures	Total
AM Peak 0800-0900	150	371	521
PM Peak 1700-1800	367	225	592

**Table 3.2: Non-Adjusted Vehicle Trips based on 1,000 Residential Units**

- 3.5 It can be seen instantly that the allocation site, might generate in the order of 520 two-way movements in the am peak, whereas the Highways Authority previously considered the implications up of to 1200 vehicle movements on the local network.
- 3.6 To allow for a robust understanding of the impacts of the scheme, a trip distribution has been derived dependent upon the purpose of the journey. This takes into account the fact that, for example, School related trips are generally of a shorter distance than trips to Work. This also allows for the consideration of the impacts of internalisation, and further adjustments to the non-car package, which clearly has a different effect dependent upon journey purpose.

3.7 Therefore the base vehicle trip rates have been disaggregated for the peak hours.

3.8 The disaggregated trips by journey purpose are shown in **Table 3.3**. The resultant vehicle trips calculated for the development are shown in **Table 3.4**.

Trip Purpose	AM Peak (0800-0900)		PM Peak (1700-1800)	
Work	0.06	0.16	0.17	0.10
Primary School	0.02	0.06	0.00	0.00
Secondary School	0.02	0.04	0.00	0.00
Leisure	0.00	0.01	0.05	0.03
Shopping	0.01	0.02	0.04	0.02
Other	0.03	0.09	0.10	0.06
<b>Total Residential</b>	<b>0.15</b>	<b>0.37</b>	<b>0.37</b>	<b>0.23</b>

**Table 3.3: Non-Adjusted Trip Rates by Purpose**

Trip Purpose	AM Peak (0800-0900)		PM Peak (1700-1800)	
Work	63	157	167	103
Primary School	24	59	4	2
Secondary School	16	39	2	1
Leisure	5	12	53	32
Shopping	8	19	39	24
Other	35	86	102	62
<b>Total Residential</b>	<b>150</b>	<b>371</b>	<b>367</b>	<b>225</b>

**Table 3.4: Non-Adjusted Trips for the Development by Purpose based on 1,000 Residential Units**

3.9 It can be seen that a significant proportion of trips are local trips, not totally different in terms of their impact on the network from the previous assessment of School trips, in terms of Work trips these were assessed using Census data, to distribute between Bishop's Stortford Station, Bishop's Stortford Town Centre and five wider destinations. These are shown in **Table 3.5**.

Destination	Distribution
Bishop's Stortford Town Centre	9%
Bishop's Stortford Station	9%
A1184 South	14%
A120 West	20%
M11 North	10%
M11 South	7%
A120 East	31%

**Table 3.5: Distribution of Work Trips**

Non-Car Adjustment

3.10 The development will be supported by a package of measures to encourage trips by means other than the private car, which is likely to involve:

- The previously agreed package for the London Road corridor

- The previously agreed bus proposals involving improved frequency services to the town centre, railway station and Stansted plus the possible diversion of the Harlow to Sawbridgeworth service
- A cycle strategy which would provide cycle access to the development and potential enhancements to the cycle network to key destinations, for example improvements on Whittington Way.
- A Smarter Choices Campaign for the surrounding areas to encourage sustainable travel and reduce background traffic as has been agreed for the ASR's
- A Travel Plan, which would include a number of marketing measures to encourage sustainable travel (Travel Packs, Community Travel Website etc.) and would include a commitment to monitor the Travel Plan.

3.11 It has been estimated, that the adjustments set out in **Table 3.6**, were appropriate by journey purpose to account for the above.

	Purpose	Adjustment
Adjustment to account for Internalisation	Work Trip	0%
	Primary School Trip	50%
	Secondary School Trip	0%
	Leisure Trip	0%
	Shopping Trip	0%
	Other Trips	0%
	Purpose	Adjustment
Adjustment to account for the Non-Car Factor	Work Trip	25%
	Primary School Trip	0%
	Secondary School Trip	20%
	Leisure Trip	5%
	Shopping Trip	5%
	Other Trips	5%

**Table 3.6: Internalisation and Non-Car Factor Adjustments**

3.12 Therefore the likely movements in the am and pm peak periods, if 1000 residential units came forward in the site are shown in **Table 3.7**.

	Arrivals	Departures	Total
AM Peak 0800-0900	119	293	412
PM Peak 1700-1800	318	195	513

**Table 3.7: Projected Vehicle Movements allowing for the impact of a Travel Plan and the Internalisation of Trips**

3.13 It can be concluded, that the Highways and wider Transport implications have been considered in relation to development on this site and considered to be acceptable. Whilst subject to detailed modelling, it is clear than an allocation for 1000 Units is likely to have a lesser impact then the proposals previously considered for the site.

## 4 Potential Mitigation Package to Support the Allocation

4.1 Countryside Properties have an excellent record in terms of the implementation of measures to encourage trips to be made by means other than the private car. In particular, their work at Beaulieu Park in terms of encouraging journeys by Bus has been recognised by the DfT in Best Practice Guidance.

4.2 It is envisaged therefore, that a future application, would be supported by a package of measures, to encourage trips by means other than the private car to include;

- The previously agreed bus proposals involving improved frequency services to the town centre, railway station and Stansted plus the possible diversion of the Harlow to Sawbridgeworth service
- A cycle strategy which would provide cycle access to the development and potential enhancements to the cycle network to key destinations, for example improvements on Whittington Way
- A Smarter Choices Campaign for the surrounding areas to encourage sustainable travel and reduce background traffic as has been agreed for the ASR's
- The Implementation of a Residential Travel Plan, which would include a number of marketing measures to encourage sustainable travel (Travel Packs, Community Travel Website etc) and would include a commitment to monitor the Travel Plan
- In addition, the Highways Package would include:

### **Introduction of Split Cycle Offset Optimisation Technique (SCOOT) on London Road**

4.3 Subject to discussion with HCC, the development would contribute towards the introduction of Split Cycle Offset Optimisation Technique (SCOOT) on the London Road corridor, providing an improvement to the operation of the corridor.

### **Highways Management Measures at the London Road/Thorley Hill Junction**

4.4 A significant benefit to the Operation of London Road would be provided by the management measures at the London Road/Thorley Hill Junction identified at the School Site Inquiry. These would be proposed to be implemented.

### **In Conclusion**

4.5 Countryside Properties experience, demonstrates that trips by non-car means can be encouraged through a combination of marketing, fiscal incentives and ensuring good services are provided. In particular, it would be expected that a significant proportion of

trips to both Bishops Stortford Station and Stansted Airport, could be encouraged by bus.

## 5 Conclusions

- 5.1 This Briefing Note, has explained clearly that the implications of a major traffic attracting use has been considered previously on the site of the proposed allocation at Land South of Whittington Way and the impacts have been found by the Highway Authority to be acceptable, subject to a mitigation package.
- 5.2 Close examination shows that in the most congested peak, the am peak, the impacts of 1000 Units are likely to be less than the impacts previously considered.
- 5.3 In that context, there should be no highways impairment why the site cannot be allocated.
- 5.4 A mitigation package, would be provided and that would primarily involve a) highways measures to improve the operation of London Road and b) measures to encourage trips to be made, by means other than the private car.

**APPENDIX A: The Highways Authority Recommendation in Relation to the  
School Sites Application**



The Highway Authority did not seek to restrict the development proposals at Whittington Way, subject to the following conditions and obligations.

### **PLANNING CONDITIONS**

*Prior to commencement of the development, detailed drawings of all permanent and temporary highway works, including a scheme for signage to the school, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.*

*Prior to the commencement of the development, a 'Construction Traffic Management Plan' shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Thereafter the construction of the development shall only be carried out in accordance with the approved Plan. The 'Construction Traffic Management Plan' shall identify details of:*

- a. *phasing for the development of the site, including all highway works;*
- b. *methods for accessing the site, including construction vehicle numbers and routing;*
- c. *location and details of wheel washing facilities;*
- d. *associated parking areas and storage of materials clear of the public highway;*
- e. *the management of any crossings of the public highway and other public rights of way.*

*Prior to commencement of the development, the temporary construction access, including 2.4m x 90m visibility splays, as outlined in principle Dwg No. 'hcc.bishopsstortford.1/Whittington Way – Construction Access, rev B', shall be completed and constructed to the satisfaction of the Local Planning Authority in consultation with the Highway Authority. Following completion of the development the temporary construction access shall be permanently closed and reinstated to the satisfaction of the Local planning Authority in consultation with the Highway Authority*

*Prior to commencement of the development, details of the internal school layout and all materials to be used for hard surfaced areas including roads, cycleways, footpaths, public rights of way, and car parking areas shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.*

*Prior to the first occupation of the development hereby permitted any existing access not incorporated in the approved plan shall be permanently closed to the satisfaction of the Local Planning Authority in consultation with the Highway Authority.*

*Before first occupation or use of the development the access roads and parking areas as shown on the approved plan(s) shall be provided and maintained thereafter.*

*Before first occupation or use of the development the following as outlined on the approved plan(s) shall be completed and constructed to the satisfaction of the Local Planning Authority in consultation with the Highway Authority:*

- a. All access/egress works.*
- b. New footways/cycleways.*
- c. New toucan crossing on Whittington Way.*
- d. Improvements to bus stops along Whittington Way and the northbound and southbound bus stops in the vicinity of the junction along London Road.*

*Concurrent with the construction of the access and toucan, a SCOOT traffic control system shall be introduced along London Road to the satisfaction of the Local Planning Authority in consultation with the Highway Authority*

*Before first occupation or use of the development a school travel plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority and put into place for the lifetime of the development.*

*Prior to the commencement of development, details of cycle parking facilities shall be submitted to and approved by the Local Planning Authority. The approved cycle parking facilities shall be provided prior to the first occupation of the development.*

*Before first occupation or use of the development a Car Parking and Traffic Management Plan shall be submitted to and approved in writing by the local planning authority in consultation with the highway authority and thereafter the site shall be managed in accordance with the approved plan.*

**PLANNING OBLIGATIONS:**

*Planning permission be granted subject to the completion of a Section 106 Agreement between the applicants, East Herts Council and Hertfordshire County Council to secure:*

*1. Improved bus services prior to first use of the development for a minimum period of 5 years as follows:*

*(a) Service 1: Providing a service that will either enhance the frequency of the existing 308 service to 20 minutes, with one of the services operating on a slightly different route to pick up areas off Hadham Road or in the event of the 308 service ceasing/changing route, a service that will achieve the same objectives.*

*In terms of the s106 agreement it must define the route, capacity of service, operating times/frequency and quality of service rather than refer to an existing service which could change or be withdrawn.*

*(b) Service 2: Providing a new service which would operate along Stansted Road, Parsonage Way, Dunmow Road, Haymeads Lane, Beldams Lane and London Road to the School.*

*Again in terms of the s106 agreement it must define the route, capacity of service, operating times/frequency and quality of service.*

*(c) A Bond and/or financial contributions to cover the above services.*

*2. The Provision of a School Travel Plan to include:*

*a) Objectives for maximising the proportion of trips by sustainable modes of transport.*

*b) Targets for increasing sustainable modes of transport.*

*c) Annual Surveys.*

*d) Provision of Cycle Sheds.*

*e) Provision of Information.*

*f) The provision of travel information on the School Web Site.*

*g) A Parents Car Share Scheme.*

*h) An Annual Report to be submitted to the Council.*

*i) Other measures as recommended by HCC.*

3. *The Provision of a Car Parking and Traffic Management Plan with the objective of minimising disruption to bus services, cyclists, pedestrians and non-school traffic, and to ensure that Whittington Way is kept free of pupil pick-up or drop-offs and any other school traffic. The plan shall outline how the following will be achieved:*
  - a) *Dedicated coach set down and pick up area.*
  - b) *Encouraging pupil drop off and pick up within the school circulation system.*
  - c) *Initial car parking for 6 Forms of Entry, being expanded when the school reaches 8 Forms of Entry.*
  - d) *Parking surveys, undertaken in the immediate surrounding area of the schools to record the level of parking in the residential streets.*
  - e) *Managing parking arrangements for events at the school, both during the school day and out of normal school hours.*
  - f) *Steps/measures/penalties to be taken if the plan does not work as anticipated.*
4. *The Provision of an Annual Monitoring Report outlining:*
  - a) *Modes and times of travel to the schools for all the pupils and staff members that travel to the schools each day. In addition, details of the average journey times and travel routes will be recorded.*
  - b) *Traffic count data undertaken at each access point to the schools.*
  - c) *A parking survey, undertaken in the immediate surrounding area of the schools, to record the level of parking in the residential streets.*
5. *A financial contribution of £7500, index linked by SPON from July 2006, which shall be payable upon commencement of the development towards Traffic Regulation Orders along Whittington Way. (East Herts Council may also wish to consider if further funding may be required for further parking restrictions or provision of further enforcement to mitigate any risk of overspill parking in residential areas).*

- a. The Highway Authority in their recommendation to the Planning Authority demonstrated that they had considered in depth the matters that ultimately became grounds for refusal, as set out below.

### **Comments**

*This application seeks to gain outline permission for the change of use of land from agricultural use to two replacement/expanded secondary schools with ultimately 8 forms of entry. The school facilities will also include sports hall, swimming pool, gym, studios, school halls and dining facilities.*

*The application is similar to that made in 2008, although the internal layout of the site has been amended and a temporary construction access included. The TA outlines that since the application in 2008 there has been limited traffic growth and even reductions in traffic, DfT growth factors and HCC traffic counts sites have been checked to verify this statement. The TA as presented in 2008 is therefore still robust with future growth and impact being over estimated.*

*It is proposed that a temporary construction vehicle access is provided along Obrey Way, opposite the junction with Thorley Lane East. Specific construction vehicle numbers are not known at this stage although it is anticipated construction will take 18 to 24 months, therefore a condition has been recommended that construction vehicle numbers and routing are agreed prior to commencement. In relation to the temporary construction access appropriate visibility splays are achievable.*

### **Highway Access**

*Two new roundabout junctions will be formed with Whittington Way at the current junction locations of Pynchbek and Bishops Avenue. Following safety audit comments and discussions with the applicant the original compact roundabout designs included in the original application (as identified in previous application drawing no. 'hcc.bishopsstortford.1/Whittington Way – Site Access, rev Z') were amended to a larger size.*

*The original drawings submitted with this application show the smaller compact roundabout sizes which were not agreed, however the applicant has submitted revised plans which are acceptable to the highway authority, drawing nos. 'HCC.BishopsStortford.1/WhittingtonWay- Site Access/RA rev C - Whittington Way Schools Site Revised Application 2010 6fe' and 'HCC.BishopsStortford.1/WhittingtonWay- Site Access/RA - 2 rev C - Whittington Way Schools Site Revised Application 2010 8fe' are agreed in principle.*

*The original detailed roundabout designs submitted with this application also show the smaller compact roundabout sizes which are not agreed, however the applicant has also submitted revised detailed plans as outlined in drawing no's 'HCC.BishopsStortford.1/WhittingtonWay- Bishops Roundabout Rev B' and 'HCC.BishopsStortford.1/WhittingtonWay-Pynchbek Roundabout Rev B' which have been agreed in principle by the highway authority. Even though further details may need to be agreed at the detailed design stage, highway boundary searches have been carried out in this area to confirm that land is available within the control of the applicant or the public highway to make any minor changes as necessary. All new junction arrangements are to be agreed at the detailed design stage and must comply with standards in HCC's 'Roads in Hertfordshire'.*

*Currently the Herts & Essex High School generates around 457 am trips and the Bishops Stortford High School generates around 458 am trips, 915 in total. It is estimated that of these 229 use Whittington Way/ London Road from the south west and 131 use London from the south. The proposed schools increased to 8fe will generate 743 and 711 am trips respectively, 1454 in total. The trip attraction for the proposals has been agreed with the County Council. The junction analysis indicates that the two new roundabout junctions with Whittington way will operate within capacity.*

*Whilst not specifically discussed in the TA, it is noted that the previous application included proposals for 'no stopping 8-9am, 3-4pm' to manage traffic along Whittington Way, figure 25 also indicates the road will be kept free of waiting vehicles (it is assumed this will form part of the proposals of the Car Parking and Traffic Management Plan). A specific contribution should be made to promote any required Traffic Regulation Orders. If parking issues do occur along Whittington Way which impact on the operation or flow of traffic, the Highway Authority would take forward a scheme to address the problem. TRO's have to be promoted by the Highway Authority or East Herts Council as agents of HCC.*

### **General offsite Highway Impact**

*The re-distribution/increase of traffic to/from the re-located schools and further housing developments associated with the school grounds has been considered in the TA.*

*It is expected that as further housing is developed to the north of the town on the ASR sites traffic from these areas will use the bypass to access the schools. Traffic is diverted away from the current location of the Herts and Essex High school reducing traffic congestion in and around the town centre. More detailed discussion on the impact around the town centre is included in the highway responses relating to the Herts and Essex High*

*School site. The overall impact is to move traffic from the town centre onto the bypass, there is also an increase in traffic along London Road southbound to the new school and an increase in traffic turning northbound along London Road from Whittington Way.*

*The modelling indicates that the London Road / Whittington Way junction will operate with a slight increase in delay during the am and pm peak periods, although it should still be within capacity. However, it has been noted in the general town model that traffic flows for the London Road northbound movement from St James Way to Whittington Way are significantly reduced in the scenario with the school compared to the general growth scenario for 2011. It is not clear why this reduction has taken place although the modelling report states that this is a result of traffic diverting from these routes as a result of the extra school traffic. A sensitivity test has been carried out at this junction with increased northbound flows to ensure a robust analysis. This shows the junction should still operate within capacity.*

*At the London Road / Thorley Hill junction the modelling indicates that overall there will be an increase in delay during the am and pm peak periods without any intervention. The primary effect of this is to increase queues by 10 to 15 vehicles on the Thorley Lane exit, with queues on London Road northbound increasing by 10 vehicles. Other issues which will affect the capacity of this route such as parked vehicles blocking junctions and general disruption due to traffic associated with the current school location can not be directly modelled, however the relocation of the school and implementation of measures to protect junction areas should provide a benefit in removing obstructions to the flow of traffic.*

*Due to limitations on road space further physical measures are not possible to improve capacity at the London Road / Thorley Hill junction, however the signalised junctions along London Road will be linked via a SCOOT traffic control system which should increase the efficiency of the highway network by a further 6 to 7% (the traffic modelling does not take account of this). The introduction of urban traffic control and SCOOT is recommended within the Bishop's Stortford Transport Plan to improve efficiency and allow for future growth around the town. Accessibility measures proposed as part of the application that are discussed further below should also aid in reducing vehicle numbers.*

*It has also been noted in the general town model that traffic flows for the right turn from London Road to Pig Lane are significantly lower than what actually occurs on site. A sensitivity test has therefore been carried out at this junction with increased right turn flows to ensure a robust analysis. Consideration has been given to the new signalised junction with the High School which should provide breaks in traffic travelling southbound enabling*

*more vehicles to undertake the right turn manoeuvre. It has also been observed that some vehicles turn right to use Pig Lane as a drop off point for school children, which would not occur with the relocated school location.*

*The modelling indicates that overall there will be an increase in delay during the am peak period without any intervention. The primary effect of this is to increase queues by 13 vehicles on London Road northbound. It must be noted that for the future scenarios the queue from Pig lane is predicted to be 108 vehicles with general growth and 121 vehicles with the addition of the school, although this does not take in to account the effect of the introduction of SCOOT, or the breaks in traffic generated by the new signalised junction with the high school. The exit from Pig Lane to London Road is also expected to be above capacity with the introduction of the school with queues increasing by 8 vehicles (note these calculations are with higher traffic flows and growth predictions therefore the future impact will likely be less, although the relative difference could be similar, i.e. the queue may not be 108 vehicles in the future, but the development could increase the queue by up to 13 vehicles, although it is likely to also be less).*

*Due to limitations on road space further physical measures are not possible to improve capacity at the Pig Lane junction, although as part of future transport plan studies signalisation of the junction and linking to SCOOT could be investigated. The length of future queue lengths from Pig Lane will impact further on the London Road / Whittington Way junction.*

*The modelling predictions for the junctions with the addition of the school include a reduction in flow northbound along London Road as predicted by the general town model due to traffic diverting. If this reduction in flow and re-routing of vehicles does not occur the queues at these junctions will obviously increase further, although the benefits of the measures proposed can not directly be analysed. One element of the SCOOT system is the ability to hold traffic queues at the outskirts of town centres/congested areas, limiting vehicle flow to ensure a smoother tidal flow of traffic along the road network (again it has to be considered that future traffic flows should be reduced).*

*The re-location of the schools to Whittington Way will obviously increase traffic flows around this area. Improvements proposed by the applicant are considered sufficient to mitigate the impact of this development although they may not provide free-flow conditions along London Road when considering future development.*

*As growth occurs over future years the level of traffic passing along London Road will obviously increase. Considering the above, it is essential that financial contributions towards the Bishop's Stortford Transport Plan are*



*gained from all future development to enhance the performance of the highway network around the town and encourage a shift towards more sustainable modes of transport. This will in-particular apply to future housing sites to mitigate the impact of future growth and trips to the schools, travel to the schools must form a major consideration of future housing developments.*

*General signing to the school from around the town will also need to be considered at the detailed design stage to ensure drivers take the most appropriate direct routes.*

### **Internal Layout**

*Being only an outline planning application, an indicative layout plan has been submitted, although detail is included to demonstrate how traffic will be managed. Further discussions will need to take place with the Applicant to discuss the internal highway layout and impact on Rights of Way. All internal roads should be designed in accordance with HCC's 'Roads in Hertfordshire'.*

### **Parking**

*It is proposed that 348 spaces will be provided for two 6FE schools increasing to 464 for two 8 FE schools. Coach parking facilities will also be provided. Based on East Herts parking standards each school would require a maximum of approximately 266 car parking spaces for 8FE, 532 in total.*

*The car parks will be sectioned in to 3 categories, pupil spaces, staff spaces and visitor spaces. Staff spaces will be accessed from the centre area of the access road to minimise disruption to traffic during school drop off and pick up times (Staff will generally arrive before and leave after pupil drop off/pick up).*

*A car parking and traffic management plan has been developed for the school which includes:*

- (a) Dedicated coach set down and pick up are.*
- (b) Encouraging pupil drop off and pick up within the school circulation system.*
- (c) Initial car parking for 6 Forms of Entry, being expanded when the school reaches 8 Forms of Entry.*
- (d) Parking surveys, undertaken in the immediate surrounding area of the schools to record the level of parking in the residential streets.*

*Consideration also needs to be given to how parking arrangements for events at the school, both during the school day and out of normal school hours will be managed.*

*The plan must also set out measures that will be undertaken if the objectives are not achieved. You may wish to consider if further parking restrictions or provision of further enforcement would be required to mitigate any risk of overspill parking in residential areas. Further contributions could be secured from the applicant to implement any measures as required in the future.*

### **Accessibility**

*There are several bus stops in the vicinity of the site along Whittington Way, London Road and Thorley Park. None of the stops meet DDA requirements for accessibility, only one has a shelter, and several have limited footway widths. In their present state these would not be suitable for the increased usage expected due to the school relocation.*

*In general, the number of bus routes available in the vicinity of the site is good, with most residential areas in Bishops Stortford being served by a route that goes near the school. The area least well served is that closest to the current Herts and Essex High School site, but this will be served by 'service 2', the proposed new dedicated bus service for the new school, to serve Haymeads Lane and Beldams Lane.*

*There is a stop outside the current High School site, which is served by the 319 and SM18 services that do not serve the Whittington Way area. The SM18 service is a school service for Birchwood High School, however the 319 is a school service only and consideration needs to be given as to whether this needs to be diverted to serve the new school site.*

*The increased frequency of the 308 service (or similar provided service) is required as this is a key route which serves the north eastern (Collins Cross) and western (Thorley Park) residential areas of Bishops Stortford. The diversion of services to the Hadham Road site will also enable residents of the new development to access the new school.*

*The 308 is presently operated as a commercial route and although the extension was previously agreed with the operator, the operator has recently changed. It is essential that as part of any s106 agreement the bus route, capacity of service, operating times/frequency and quality of service are defined rather than a reference to an existing service which could change or be withdrawn.*

*Usually HCC receive financial contributions to directly procure bus services associated with development, however in this case the bus service will be*

*provided directly through the developer. HCC welcome this approach, however due to the complexities of running bus services and to cover any risk of the developer not being able to maintain the services, either a bond or financial payments if the service is not provided should be secured through the s106 agreement. The applicant's consultant has confirmed that the applicant would be content to enter in to a bond for the procurement of the bus services.*

*The proposed dedicated school bus 'service 2' operating along Stansted Road, Parsonage Way, Dunmow Road, Haymeads Lane, Beldams Lane, London Road to the school is also required as this serves an area that is currently not well served in terms of routes that go in the direction of the Whittington Way site, provides a direct bus for pupils currently living close to the existing Herts & Essex High School and could also be used by residents of the proposed new development at Beldams Lane.*

*Confirmation is required of how these services will be delivered and they must be provided for a minimum of 5 years. Discussions are ongoing with the applicant regarding the detail of this provision and a model s106 agreement used elsewhere was received by HCC on Wednesday 1st September. HCC will consider this to ensure this element of the s106 is deliverable. Considering the location of the proposed development it is essential that the bus services can be provided to the satisfaction of the Highway Authority.*

*In order that the stops in the vicinity of the site can accommodate peak usage, improvements are required to those situated along Whittington Way and those located along London Road. Improvements to these should be delivered as part of the proposed junction works associated with the development. Ultimately all stops should fully meet all DDA accessibility requirements in this location. The applicant has confirmed these will form part of the s278 highway works.*

*A total of 110 pupils travel to school by train to the two current schools. Bishops Stortford station is approx 2190m (1.36 miles) away, which is within reasonable cycling distance. There are also a number of bus services that call at the station that also serve the Whittington Way area. Access to the school by train would be possible for pupils living in neighbouring areas with rail stations such as Sawbridgeworth and Stansted Mountfitchet.*

*The design of the site incorporates an internal access road, with specific areas for dedicated bus set down/pick up and a lay-by for pupil drop-off and pick-up. It is essential that the car parking and traffic management plan ensures that this area is controlled so that delays to buses are minimised.*

*The applicant has provided further information outlining that the plan will be enforced through the following mechanisms:*

- (i) The provision of signage on Whittington Way.*
- (ii) The provision of signage on the circulation roads and the provision of coloured road surfacing.*
- (iii) The enforcement by the school as part of their travel plan monitoring requirements.*
- (iv) The use of number plate recognition cameras if required.*

*The effective design of pedestrian/cycle routes into the school is crucial to allow pupils/staff/visitors to enter the site as directly as possible and to encourage the use of alternative modes of transport to the car. The addition of footways and cycle routes to Whittington Way is required.*

*The proposals as outlined in drawing nos.*

*'HCC.BishopsStortford.1/WhittingtonWay- Site Access/RA rev C - Whittington Way Schools Site Revised Application 2010 6fe',*

*'HCC.BishopsStortford.1/WhittingtonWay- Site Access/RA - 2 rev C - Whittington Way Schools Site Revised Application 2010 8fe', Figure 20 pedestrian & cycle links and the Pynchbek / Bishops Avenue Roundabout drawings should form the basis for new footway / cycleway provision.*

*It is noted the plans with this application do not include the Whittington Way/London Road junction, it is still expected that the two bus stops along London Road will be upgraded as per the previous application proposals. Consideration should also be given to completing the footpath link along the south east side of Whittington way to London Road.*

*In order that buses are not delayed, bus priority measures should also be considered at the junctions on London Rd.*

### ***Right of Way***

*The proposals will affect the RoW across the site and it is essential that the detailed design is agreed prior to commencement. The TA states that revisions have been made to the internal access road to change the alignment of the road and extend it so that it extends to the south of Hertfordshire Way and it is proposed to create a more urban hard surfaced paved area for the central section of the Hertfordshire Way corridor, between the school buildings and the parking area, including removing an existing hedgerow.*

*If any RoW is affected during construction a Temporary Traffic Regulation Order may be required to close the affected route and divert users for a period as necessary to allow the works to proceed.*

*The final impact on the RoW and consideration of any improvements that may be required shall be agreed at the detailed design stage in line with the finalisation of the internal site layout.*

### **Travel Plan**

*A travel plan is a requirement for every school application and will be provided for this proposal.*

### **Conclusion**

*The Highway Authority's formal recommendation is that the grant of planning permission should be subject to the attached planning conditions as well as the Applicant entering into a section 106 planning agreement. In addition a section 38/278 agreement(s) under the Highways Act 1980 will be required to cover the design, construction and adoption of highway works within the existing public highway and/or adoptable highway works on third party land.*

**APPENDIX B: Copy of the S106 Agreement for the School Sites Application**

DATED 14<sup>th</sup> October 2016

EAST HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

JOHN ALEXANDER STREETER, ANDREW CHARLES STREETER, JOHN FREDERICK  
TINNEY, DAVID LAWSON TINNEY and JAMES RICHARD TEE

and

THE GOVERNORS OF THE BISHOP'S STORTFORD HIGH SCHOOL

and

THE GOVERNORS OF THE HERTFORDSHIRE AND ESSEX HIGH SCHOOL

and

COUNTRYSIDE PROPERTIES (UK) LIMITED

**DEED**

made under Section 106 of the Town and  
Country Planning Act 1990  
relating to

*Site Address:* Land at Whittington Way, Bishops Stortford East, Hertfordshire

*Description of development applied for:* The relocation and expansion of Bishop's Stortford  
High School and Hertfordshire and Essex High School

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**DATE AND PARTIES**

**THIS DEED** is made the 14<sup>th</sup> day of October ..... 2011

**BETWEEN:-**

1. **EAST HERTFORDSHIRE DISTRICT COUNCIL** of The Causeway Bishop's Stortford in the County of Hertfordshire ("the Council")
2. **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Hertford in the County of Hertfordshire SG13 8DE ("the County Council")
3. **JOHN ALEXANDER STREETER** of Dower House Sizewell Leiston Suffolk, **ANDREW CHARLES STREETER** of Beggars Hall Great Halingbury Bishop's Stortford Hertfordshire, **JOHN FREDERICK TINNEY** of Matching Hall Matching Harlow Essex, **DAVID LAWSON TINNEY** of Moor Hall Thorley Bishop's Stortford Hertfordshire and **JAMES RICHARD TEE** of Stanley Tee Solicitors High Street Bishop's Stortford Hertfordshire ("the First Owners")
4. **THE GOVERNING BODY OF THE BISHOP'S STORTFORD HIGH SCHOOL** of London Road Bishop's Stortford Hertfordshire CM23 3LU ("the First Developer")
5. **THE GOVERNING BODY OF THE HERTFORDSHIRE & ESSEX HIGH SCHOOL** of Warwick Avenue Bishop's Stortford Hertfordshire CM23 5NH ("the Second Developer")
6. **COUNTRYSIDE PROPERTIES (UK) LIMITED** (Company number 00614864) whose registered office is at Countryside House, The Drive, Brentwood Essex CM13 3AT ("the Second Owner")

**RECITALS**

**1. Planning Application; Site Address and Description of Development**

By a planning application referenced under number 3/10/1012/OP and dated 7 June 2010 the First Developer and Second Developer applied to the Council for planning permission to carry out the Development on the Application Site being the area of land known as Land at Whittington Way, Bishop's Stortford East, Hertfordshire by the Development proposed being the relocation and expansion of Bishop's Stortford High School and Hertfordshire and Essex High School

**2. Title Details**

- (2.1) The First Owners are the freehold owners of the Application Site as set out in the title details in Schedule 6 to this Deed
- (2.2) The Second Owner the First Developer and the Second Developer also have an interest in

the Application Site as detailed in Schedule 6 to this Deed

### 3. General

(3.1) The Council and the County Council are the local planning authorities in the District of East Hertfordshire for the purposes of the Act and as such are the local planning authorities entitled to enforce the planning obligations contained in this Deed

(3.2) The County Council is the Highway Authority for Hertfordshire

(3.3) The Development Control Committee refused the planning application on 30 September 2010 and the First Developer and the Second Developer submitted the Appeal on 17 March 2011

(3.4) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead in the event of the Planning Permission being granted and implemented.

### OPERATIVE PART:-

NOW THIS DEED WITNESSES as follows:-

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the terms set out below shall have the following meanings unless the context indicates otherwise:-

“the Act” means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991

“the Appeal” means the appeal to the Secretary of State bearing appeal reference: APP/J1915/A/11/2149483 against the refusal by the Council on 30 September 2010

“the Application Site” means the land known as Land at Whittington Way Bishop's Stortford East Hertfordshire shown edged red on Plan 1 (or any part thereof)

“Car Parking and Management Plan” means the car park management plan referred to in Schedule 4

“CEDR” means the Centre for Effective Dispute Resolution Registered Company number 2422813 Registered Charity Number 1060369

“Commencement” shall be construed in accordance with Section 56 of the Act EXCEPT for the purposes of this Deed the following shall be disregarded:

- the carrying out of any Pre-Commencement Obligations;
- site clearance (not including demolition unless approved expressly in writing by the Director);
- archaeological investigation;

- investigations for the purposes of assessing contamination;
- other ground investigations and site survey works;
- remediation works concerning contamination or other adverse ground conditions
- highways works carried out pursuant to an agreement under Section 278 Highways Act 1980;
- diversion and laying of services;
- erection of a temporary means of enclosure for sole the purpose of site security;
- provision of temporary accommodation for construction contractors;
- display of site notices/advertisements

(and "Commenced" shall be construed accordingly)

"**Commencement Notice**" means the Monitoring Notice described in paragraph 1 of Schedule 1 hereto which informs the Council and the County Council of the Commencement of the Development

"**Completion of the Development**" means the date upon which the first Occupation of the last School to be Occupied shall have occurred

"**the Council**" means East Hertfordshire District Council and any statutory successors

"**the County Council**" means Hertfordshire County Council and any statutory successors

"**the Development**" means development pursuant to the Planning Permission and as described in full in Recital 1

"**the Director**" means the Council's Director of Neighbourhood Services which expression shall include the Director's successors and authorised representatives

"**Director of Environment**" means the County Council's Director Environment and Commercial Services for the time being and their agents

"**Expert**" means an independent and professionally qualified expert with not less than ten years relevant experience in the field of the matter in dispute who has been appointed pursuant to Clause 12 of this Deed

"**Mediation**" means the disputes resolution procedure described in Clause 12 presided over by a Mediator

"**Mediator**" means a mediator recommended or appointed by CEDR who has at least five years relevant mediation experience

"**Monitoring Fee**" means the sum of money to be paid to the Council pursuant to Clause 5.1(b) towards the cost of monitoring compliance with this Deed which said sum shall be in accordance with the Council's scale of fees concerning monitoring in being on the date of Commencement of the Development

"**Monitoring Notice**" means a notice served on the Council and County Council pursuant to Schedule 1 (which for monitoring purposes informs the Director and the County Council of events and relevant information concerning performance of the obligations herein) in the form of the notice at Appendix 1

**"New Bus Service"** means collectively the New Bus Service 1 and the New Bus Service 2

**"New Bus Service 1"** means an additional service provided through a bus operator approved by the County Council which increases in the frequency the existing 308 service or equivalent as agreed with the County Council to provide a 20 minute frequency service in the core hours of Monday to Friday 7am to 7pm with one in two services following an amended route to pick up areas off Hadham Road and guaranteed for a period of 5 years; and in the event that the existing 308 bus service shall be discontinued such equivalent local bus service as shall be agreed with the County Council in writing on the same terms

**"New Bus Service 2"** means a new service provided through a bus operator approved by the County Council to operate at a 30 minute frequency, Monday to Friday 7am to 7pm and hourly 7pm to 11pm, with no Saturday or Sunday service with stops as agreed in writing with the County Council prior to implementation of the new service along Stanstead Road, Parsonage Way, Dunmow Road, Haymeads Lane Beldams Lane and London Road and stop at Whitfington Way adjacent to the School and guaranteed for a period of 5 years

**"New Bus Service Vehicles"** means the introduction of two modern low floor accessible vehicles, with capacity for no less than 25 seated passengers, in order to solely assist the appointed contractor in providing the New Bus Service for a period of five years such new vehicles to be at a cost of up to £725,000 (seven hundred and twenty five thousand)

**"Occupation"** means the first date when either School or any part of the buildings constituting either School is occupied by its pupils and staff for educational purposes pursuant to the Planning Permission (which for the clarification of doubt and without prejudice to the generality of the foregoing shall be deemed to occur on the first day the very first educational activity takes place within the School and shall exclude occupation for the purposes of fitting out or training) and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly in this Deed;

**"Plan 1"** means the site plan marked "Plan 1"

**"Plan 2"** means the title plan marked "Plan 2"

**"the Planning Permission"** means the planning permission which may be granted by the Planning Inspector in determining the Appeal

*Secretary of State*

**"Pre-Commencement Obligations"** means any action or thing required by this Deed to be done before Commencement and the carrying out of any such requirement shall for the purposes of this Deed be deemed not to constitute Commencement

**"Replacement Bus Service"** means a bus service provided by the County Council in the event of default of the provisions in Schedule 5 relating to the New Bus Service (or part thereof) which follows the same route and timetable as the New Bus Service (or part thereof)

**"Replacement Bus Service Bond"** means a bond for the sum of Seven Hundred and Fifty Thousand Pounds (£750,000.00) provided by a surety in accordance with

Schedule 5 which can be called upon by the County Council for the cost of providing the Replacement Bus Service

“**School**” means the development of the Bishop Stortford High School or the Hertfordshire and Essex High School pursuant to the Planning Permission as the context so admits and “Schools” shall be construed accordingly

“**School Travel Plans**” means the school travel plans referred to in Schedule 3 and 4

“**SCOOT Contribution**” means the sum of £50,000 (fifty thousand pounds) (index linked as hereinafter provided)

“**the SCOOT Traffic Control System**” means an adaptive traffic control system used to co-ordinate the operation of traffic signals to give good progression to vehicles through the network

“**SPONS Index**” means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by Her Majesty’s Stationary Office as collated into a single index known as the SPONS Construction Civil Engineering Cost Index

“**Substantial Completion**” means physically complete save in all minor respects so that the Development (or the appropriate part of the Development concerned) can be used for the purpose and operate in the manner for which it was designed and “**Substantially Completed**” shall be construed accordingly

“**Traffic Regulation Order Contribution**” means the sum of £7,500 (seven thousand five hundred pounds) (index linked as hereinafter provided)

“**Working Days**” means Monday to Friday excluding Public Holidays and the period between 24<sup>th</sup> December and 1<sup>st</sup> January of each year

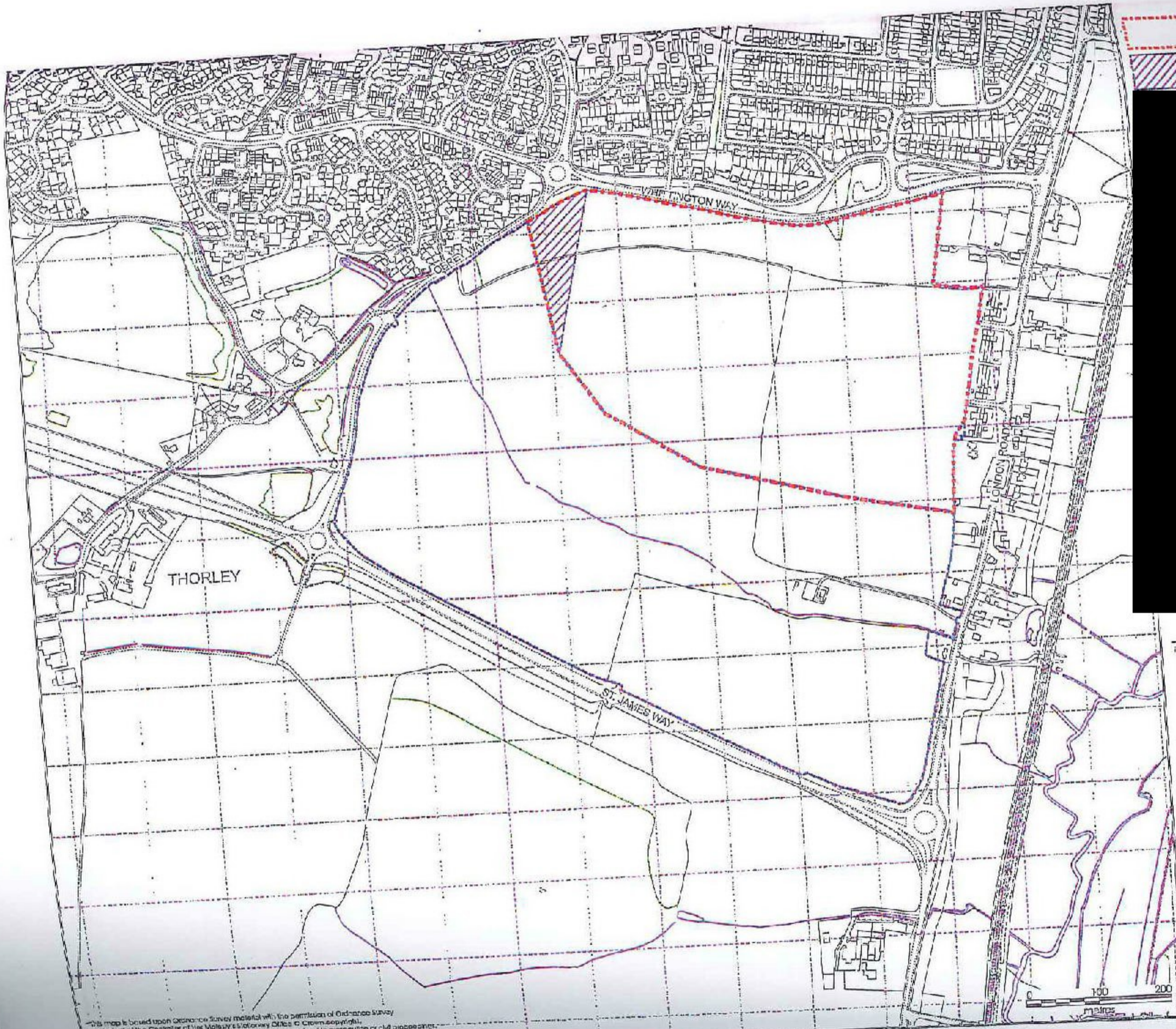
1.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1.3. Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations unincorporated associations firms partnerships and other such bodies or persons and all such words shall be construed interchangeably in that manner

1.4. Nouns referred to in this Deed shall be construed to include any future equivalent or replacement and references to any party to this Deed shall be deemed to include their assigns and successors in title and/or the successors of their respective functions where the context so admits

1.5. Any reference to an Act of Parliament or Statutory Instrument shall include any amendment modification extension consolidation replacement or re-enactment thereof from time to time and shall include all instruments orders plans directives regulations byelaws permissions and directions from time to time made issued or given thereunder or deriving validity therefrom (whether made before or after this Deed)

LAND TO BE PURCHASED  
ACCESS LAND



© Vincent & Goring Limited

PROJECT TITLE  
Land to the south of  
Whittington Way  
BISHOP'S STORTFORD

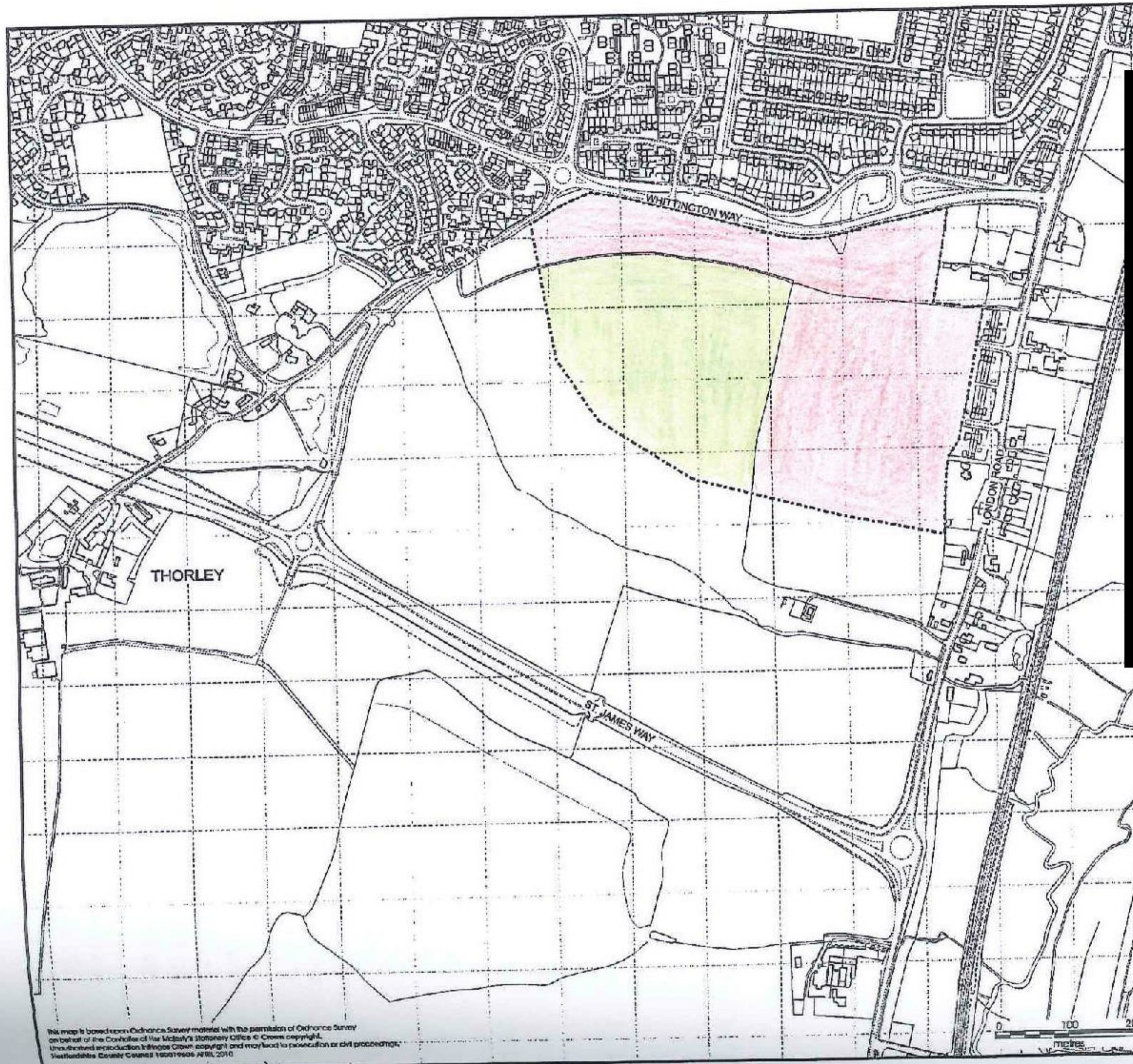
DRAWING TITLE  
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**VINCENT AND GORING**  
CHARTERED ARCHITECTS AND TOWN PLANNERS  
STERLING COURT NOTTON ROAD STEVENAGE HERTS  
TELEPHONE: 01438 316331 FAX: 01438 722335

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**PROJECT TITLE**  
Land to the south of  
Whittington Way  
BISHOP'S STORTFORD

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**DRAWING TITLE**  
Contracts plan

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SCALE 1:5000	DATE APRIL 2010	CHECKED
	DRAWN HNA	DATE

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PROJECT No. 4663	N	018
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**VINCENT AND GORBING**  
CHARTERED ARCHITECTS AND TOWN PLANNERS  
STERLING COURT NORTON ROAD STEVENAGE HERTS  
TELEPHONE: 01438 316331 FAX: 01438 722035

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- 1.6. Headings contained in this Deed are for reference purposes only and are not incorporated into this Deed and shall not be taken into account in the construction and interpretation of this Deed
- 1.7. Where in this Deed reference is made to a recital clause paragraph schedule plan annex or appendix such reference (unless the context otherwise requires) is a reference to the same within this Deed or in the case of a plan annex or appendix refers to a plan annex or appendix which is attached to this Deed
- 1.8. Any annexures or appendices to this Deed are deemed to be incorporated into and to form part of this Deed
- 1.9. All approvals authorities consents directions demands invoices information or notices and other documents authorised or required by or under this Deed by any of the parties to this Deed (or their successors) shall be in writing and given by the Director (or as otherwise stated herein or notified)
- 1.10. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- 1.11.1 It is implied into this Deed that any operations or works required by this Deed to be carried out shall be executed fully and properly to the written approval of the Director (or other person named in the relevant schedule) and within the relevant timetable
- 1.11.2 Where such operations or works have not been executed fully and properly within the relevant timetable there shall be a breach of such obligation(s) to the extent of the operations or works required to meet an appropriate standard of compliance as shall be determined by the Director (and where appropriate the County Council)
- 1.12. Except if or where otherwise stated expressly in this Deed any covenants obligations or other commitments given by more than one party shall be joint and several and where any party consists of two or more persons the obligations expressed to be made by or with that party are also deemed to be made by or with them all jointly or against each of them individually
- 1.13. Nothing in this Deed is or amounts to or shall be construed as
- (a) a planning permission or approval
  - (b) an agreement for the purposes of Section 104 of the Water Industry Act 1991 for the adoption or maintenance of sewers or drains or sewers or sewage disposal work or
  - (c) as an agreement for the purposes of Section 38 of the Highways Act 1980 for the adoption or maintenance of roads footpaths or walkways
- 1.14. Nothing in this Deed shall fetter the Council's and/or County Council's discretion in the exercise of any of their duties powers rights obligations or functions from any source or in any capacity



5. 1.15 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by (either) the Council and/or the County Council of any powers exercisable by (either of) them respectively under the Act or any other act or authority

## **COMMENCEMENT AND GENERAL PROVISIONS**

### **2. Statutory Powers**

5. 2.1.1 This document is a Deed and to the extent that the provisions herein fall within the terms of Section 106 of the Act is made pursuant to the provisions contained in Section 106 of the Act and contains planning obligations for the purposes of that Section
6. 2.1.2 To the extent that any of the provisions herein fall outside Section 106 of the Act the provisions of this Deed are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and Section 2 Local Government Act 2000 and all other enabling powers and in consideration of the covenants hereinafter contained
6. 2.2 The Council and the County Council are each entitled to enforce the covenants and obligations contained in this Deed as a local planning authority

### **3. Jurisdiction**

This Deed is made in England and shall be governed by and performed and construed in accordance with the law of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Deed

### **4. Commencement**

The obligations in this Deed are conditional upon the granting of the Planning Permission and Commencement of the Development save for clauses 1, 2, 3, 4, 5.1(a), 5.2, 5.4, 6 and 7 and Clause 5.3(b) as it relates to Schedule 2 paragraph 1 and Clause 5.3(e) as it relates to Schedule 5 paragraph 2 which shall take effect on the date of this Deed

### **5. Planning Obligations (Covenants)**

The First Owners and the Second Owner and the First Developer and the Second Developer with intent to bind the Application Site into whosoever hands the same may fall whether wholly or partly hereby covenants with the Council and the County Council as follows:-

5.1 To pay to the Council:-

- (a) its reasonable legal costs incurred in the preparation of this Deed on the date hereof and
- (b) the Monitoring Fee within 5 Working Days of Commencement (accompanied by the Commencement Notice)

5.2 To pay to the County Council its reasonable legal costs incurred in the preparation of this Deed on the date hereof

5.3 To observe and perform the obligations set out in:-

- (a) **Schedule 1 - Notification and Monitoring**
- (b) **Schedule 2 - Financial Contributions Payable to the County Council**
- (c) **Schedule 3 - School Travel Plan**
- (d) **Schedule 4 - Car Parking and Management Plan**
- (e) **Schedule 5 - New Bus Service**

5.4 Not to Commence any part of the Development until all the Pre-Commencement Requirements (if any) have been fulfilled

6. **Land Charge Registration**

6.1 This Deed shall be registered as a Local Land Charge by the Council

6.2 **WITHOUT PREJUDICE TO ANY OUTSTANDING OR ONGOING OBLIGATIONS** once an Owner has complied fully with an/all of their obligation(s) pursuant to this Deed to the written satisfaction of the Director (and where appropriate the County Council) OR where this Deed has ceased to have effect (in full or part) pursuant to any of the provisions of Clause 10 (General Provisions and Third Party Rights) the Council shall as soon as reasonably practicable upon receipt of a written notice to do so procure (as appropriate) either:-

- (a) a note of compliance against the relevant entry(ies) or
- (b) the cancellation of the relevant entry(ies) concerning this Deed

6.3 This clause shall have no effect on the rights of the County Council to register a Local Land Charge in respect of planning obligations enforceable by the County Council under the Act and any notice or acknowledgement of compliance by the Council pursuant to Clause 6.2 above shall not be binding on the County Council

7. **Warranty**

The First Owners the Second Owner the First Developer and the Second Developer hereby warrant that the title details recited herein are full and accurate and that no other party has a material interest in the Application Site

8. **Conduct**

The parties hereto agree and declare that they shall each act reasonably in relation to their conduct concerning any matters arising out of this Deed (in particular where Clause 12 (Disputes) is invoked) and where any information direction consent authority approval or payment is required it shall not unreasonably be withheld or delayed

9. **Waiver**

No waiver (whether expressed or implied) by the Council and/or County Council of any breach or default in the performance or observance of any of the provisions contained in

this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and/or County Council from enforcing any such provision or from acting upon any subsequent breach or default

## **10. General Provisions and Third Party Rights**

10.1 The parties hereto intend that a person who is not either:-

- 1) a party to this Deed or
- 2) a successor in title to land affected by any of the covenants contained herein or
- 3) a mortgagee of the above

shall be excluded from having any right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed and this Deed may be varied or amended or supplemented without the consent of such person but this does not affect any right or remedy of a third party which exists or is available apart from that Act

10.2 No person shall be liable for a breach of the covenants restrictions or obligations in this Deed occurring after they have parted irrevocably with all their interest (which in this clause excludes any easement or equitable interest) in the Application Site or the part of this Application Site in respect of which such breach occurs but without prejudice to liability for any breach occurring prior to or in connection with the parting of such interest

10.3 Nothing in this Deed shall:

- prohibit the First Owners or any other person from applying for planning permission for an additional or alternative development on the Application Site nor fetter the Council's discretion in considering the said planning application
- limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not at appeal) after the date of this Deed

10.4 Save for Clauses 5.1(a) and 5.2 (deed preparation costs) this Deed shall forthwith determine and cease to have any further effect if the Planning Permission is not granted or if the Planning Permission shall expire before Commencement OR is quashed OR is revoked in its entirety

10.5 In the event of a modification or partial revocation of the Planning Permission this Deed shall remain capable of having full force and effect EXCEPT if any of the obligations herein are incompatible with such modification or partial revocation IN WHICH EVENT such obligation(s) shall only be affected to the extent of such incompatibility and where the context so admits the relevant provision(s) shall be interpreted on a pro rata basis

10.6 If any provision or sub-provision or part of this Deed is held to be invalid illegal or unenforceable under any judgement or enactment or other rule of law that provision or sub-provision or part shall be severed from this Deed and shall be deemed to that extent not to form part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected

## Service of Notices

Where any notice or other written communication is required to be served or delivered to any of the parties hereto (or their successors) it shall be deemed to have been validly served or delivered if sent by Recorded Delivery or delivered by hand and receipted on a Working Day as follows (or such other address from time to time as shall already have been notified by Recorded Delivery Post):-

- 11.1 **to: the Council** – at Council Offices Wallfields Pegs Lane Hertford SG13 8EQ  
**attention:** Director (or where appropriate such other officer nominated in this Deed or as otherwise notified by the Council to the relevant serving party)
- 11.2 **to: the County Council** – at County Hall Pegs Lane Hertford SG13 8DE  
**attention:** Chief Legal Officer (or where appropriate such other officer nominated in this Deed or as otherwise notified by the County Council to the relevant serving party)
- 11.3 **to: the First Owners at Tees Solicitors**, High Street, Bishop Stortford, Herts, CM23 2LU
- 11.4 **to: the First Developer at Winckworth Sherwood**, Minerva House, 5 Montague Close, London SE1 9BB Ref: 652.4/AG
- 11.5 **to: the Second Developer at Winckworth Sherwood**, Minerva House, 5 Montague Close, London SE1 9BB Ref: 29652.4/AG
- 11.6 **to; the Second Owner at its registered office**

## 12. Disputes

- 12.1 If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval authority consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution
- 12.2 If the matter remains unresolved (as evidenced by the service of a written notice by one party on the other(s)) the parties may by agreement refer the matter (as appropriate) depending on the nature of the same) either to a Mediator or to an Expert or otherwise as referred by the President of the Royal Institution of Chartered Surveyors if the parties cannot agree the above method of dispute resolution within 5 working days of service of the said notice
- 12.3.1 Any Mediator shall be appointed by CEDR
- 12.3.2 Any Expert shall be appointed by agreement of the parties or otherwise by the President (or Deputy) of the Royal Institution of Chartered Surveyors unless the matter concerns the construction or meaning of this Deed (or related document) where application shall be made to the President (or Deputy) of the Law Society

- 12.4.1 A Mediation shall be conducted in accordance with CEDR procedures from time to time
- 12.4.2 An appointed Expert shall :-

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a. afford each of the parties to the claim dispute or difference an opportunity to make representations to them in writing and if they so direct written submissions upon one another's representations

b. be entitled to stipulate the periods of time for the making of such representations as is reasonable in the circumstances

c. be bound to have regard to such representations or submissions

d. publish their decision in writing and shall use all reasonable endeavours to publish their decision within 30 working days of their appointment

e. have the power of making directions as to the responsibility for the costs of their award where any party to the dispute has acted unreasonably (any costs not included in such direction shall be apportioned in accordance with paragraph 12.7)

f. in the making of their award shall not be liable save to the extent in law as provided in relation to the decisions of an Expert

The parties shall use reasonable endeavours to procure that the Expert shall give their decision as speedily as possible

12.5 The Mediator or Expert shall be replaced by a fresh appointee in the event of their becoming unable or unwilling to act and the above procedure may be repeated as necessary until the matter is resolved

12.6 Subject always to paragraph 12.8 below the parties hereby agree and declare that:-

12.6.1 Where pursuant to a Mediation the claim dispute or difference is resolved and the relevant parties have entered into a contract they shall abide by that contract insofar as it affects this Deed

12.6.2 The Expert's decision shall be final and binding on the parties (except that such awards shall not remove the parties' rights of appeal on matters of law or where a statutory right of appeal exists and such decision shall be subject to the outcome of such appeal)

12.7 The costs of appointing an Expert (including their costs and disbursements in connection with their duties hereunder) shall be shared between the parties to the claim dispute or difference in such proportions as shall be agreed between the said parties or as the said Expert shall determine or in the absence of agreement or such determination equally between the said parties and each of the parties shall be responsible for their own costs and disbursements and for the avoidance of doubt the costs incurred in relation to a Mediator shall be equally borne by each party

12.8 The exercise of any of the provisions in this clause 12 shall at all times be subject to:

1. Clause 8 (Conduct)
2. Paragraph 1.14 of the interpretation section to this Deed (fetter of discretion)
3. the rights of any party to -

- (a) exercise of a legal right discretion or duty
- (b) take formal or informal steps considered necessary to protect their position pending resolution of the claim dispute or difference

12.0 The parties hereto agree that any dispute involving the County Council shall be resolved by the mediation process referred to in this clause and not by the appointment of an Expert

13. **Council's Covenants**

The Council hereby covenants to observe and perform its obligation(s) contained in Clauses 6 (Land Charges); 8 (Conduct); 11 (Notices); 12 (Disputes) and the schedules hereto as the context admits

14. **County Council's Covenants**

14.1 The County Council hereby covenants to observe and perform its obligation contained in Clause 8 (Conduct); 11 (Notices) and the Schedules hereto as the context admits

15. **Indemnity**

15.1 The First Developer and the Second Developer jointly and severally covenant with the First Owners and each of them to observe and perform all the obligations on behalf of the First Owners and/or the First Developer and/or the Second Developer contained in this agreement (other than the title warranty in clause 7) and to indemnify the First Owners and each of them against all actions, proceedings, demands, costs, claims, liabilities and expenses suffered or incurred by the First Owners arising from a breach of or the non-observance or non-performance of such obligations

15.2 The First Developer and the Second Developer jointly and severally covenant with the Second Owner to observe and perform all the obligations on behalf of the Second Owner and/or the First Developer and/or the Second Developer contained in this agreement (other than the title warranty in clause 7) and to indemnify the Second Owner against all actions, proceedings, demands, costs, claims, liabilities and expenses suffered or incurred by the Second Owner arising from a breach of or the non-performance of such obligations

**IN WITNESS WHEREOF** the parties hereto have sealed and/or executed this document as a deed the day and year first before written

## SCHEDULES

### SCHEDULE 1 - Notification and Monitoring

1. To serve a Monitoring Notice on (each of) the Director and where the context so admits the County Council within 5 Working Days of (or before) the occurrence of any of the events listed (or deemed to be listed by paragraph 2.1 of this Schedule) below:-
  - 1.1 **Commencement** (*service of notice on both the Director and the County Council*)  
Commencement of Development (which said notice to the Director shall be accompanied by the Monitoring Fee pursuant to Clause 5.1(b))
  - 1.2 **Property Dealings** (*service of notice on both the Director and the County Council*)  
Any sale (or sub-sale) or granting of a lease (or sub-lease):-
    - (a) of any part of the Application Site which at the date of the said transaction continues to be bound by any of the obligations herein
    - (b) to a person(s) against whom any of the obligations are enforceable (ie not excluded under a subparagraph of Clause 10)
  - 1.3 **Completion of the Development** (*service of notice on both the Director and the County Council*)
  - 1.4 **Trigger Events (as prescribed by the obligations hereto)** (*service of notice: (a) always on the Director and (b) on the County Council in relation to obligations which concern the County Council*)

#### Event

#### Schedule + Paragraph + which Council

- **Commencement:**
  - Three months prior to Occupation: Schedule 2 paragraph 1.1 (County Council)  
Schedule 3 paragraph 1 (County Council)  
Schedule 4 paragraph 1 (Council and County Council)
  - Occupation: Schedule 2 paragraph 2 (County Council)  
Schedule 3 paragraphs 3 and 4 (County Council)  
Schedule 4 paragraphs 1.3. and 1.4 (Council and County Council)
- **28 days after Occupation**
  - Schedule 5 (County Council)
  - Schedule 3 paragraph 5.1.2.1. (County Council)
  - Schedule 4 paragraph 1.5.1 (Council and County Council)
- **Annually:**
  - Schedule 3 paragraph 5.1.2.3 (County Council)
  - Schedule 4 paragraph 1.5.3 (Council and County Council)
- **Beginning of each academic Year**
  - Schedule 4 paragraph 1.5.1 (County Council and Council)

**1.5. Compliance with (an) Obligation(s)**

**2. Monitoring Provisions - General**

The matters in this schedule are subject as follows:

- 2.1. If any event which triggers the performance of an obligation herein is omitted from paragraph 1.4 above it is deemed to be incorporated as if expressly entered
- 2.2. If there is a conflict between the details of an event listed in this Schedule and that prescribed in the relevant schedule the latter shall prevail

**3. Council's Covenant**

Upon written request to do so to issue written confirmation of fulfilment of an obligation where such obligation has been fulfilled to the satisfaction of the Director

**4. County Council's Covenant**

Upon written request to do so to issue written confirmation of fulfilment of an obligation where such obligation has been fulfilled to the satisfaction of the County Council



## SCHEDULE 2

### FINANCIAL CONTRIBUTIONS

#### 1. Traffic Regulation Order Contribution

- 1.1 To pay to the County Council the Traffic Regulation Order Contribution prior to Commencement of the Development to be applied as a contribution towards the costs of making and implementing traffic regulation orders along Whittington Way
- 1.2 Not to Commence the Development nor permit Commencement of the Development until the Traffic Regulation Order Contribution has been paid in accordance with paragraph 1.1 above

#### 2. SCOOT Contribution

- 2.1 To pay to the County Council the SCOOT Contribution prior to the Occupation of the Development to be applied as a contribution towards the costs of designing and implementing a SCOOT Traffic Control System
- 2.2 Not to Occupy any part of the Development nor permit Occupation of any part of the Development until the SCOOT Contribution has been paid in accordance with paragraph 2.1 above

#### 3. Indexation

- 3.1 The Traffic Regulation Order Contribution shall be index linked to the SPONS Index from July 2006 to the date on which the contribution is paid
- 3.2 The SCOOT Contribution shall be index linked to the SPONS Index from the date of the Planning Permission to the date on which the contribution is paid
- 3.3 Where any sum to be paid to the County Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the County Council once the relevant indices have been finalised

#### 4. Late Payments

In the event of delay in the payment of any sum (including any indexation) under this Deed interest shall be payable thereon at the annual rate of 3% above the Bank of England basic rate from the date the sum fell due until the date of actual payment

#### 5. Application of Payments

If prior to the receipt of any of the contributions referred to in paragraphs 1 and 2 above the County Council incurs expenditure in relation to matters of the type or description (and location) to be funded from such contribution the need for which has arisen from or in anticipation of the Development then the County Council may following receipt of the relevant contribution deduct that expenditure from the relevant contribution

**6. County Council's Covenants**

The County Council hereby covenants:-

- 6.1 To apply the above payments and any interest accrued thereon for the purposes herein described
- 6.2 Upon a payee's request (made after or just before such refund became due) to refund to such payee any portion of a contribution paid by them to the County Council pursuant to this Deed which remains unspent after 10 years from date of receipt by the County Council together with any interest accrued thereon from the date of payment to the date of repayment

## SCHEDULE 3

### School Travel Plan

1.
  - (i) Within 3 months of Commencement of any part of the Development the First Developer and the Second Developer in consultation with the First Owners and the Second Owner (as applicable) each shall prepare and secure the written approval of the County Council to a School Travel Plan for their respective School
  - (ii) Not to Occupy nor permit Occupation of each School until the School Travel Plan for that School has been approved by the County Council in accordance with paragraph 1(i) above
2. The School Travel Plan shall include inter alia:
  - a. Objectives for maximising the proportion of trips by sustainable modes of transport.
  - b. Targets for increasing sustainable modes of transport.
  - c. Annual Surveys.
  - d. Provision of Cycle Sheds.
  - e. Provision of Information.
  - f. The provision of travel information on the School Web Site.
  - g. A Parents Car Share Scheme.
  - i. Other measures as recommended by the County Council
3. Each School shall implement its approved School Travel Plan no later than Occupation of that School and each School shall not be Occupied nor permitted to be Occupied until the approved School Travel Plan has been implemented
4. Each School shall appoint a School Travel Plan Coordinator who shall be in place no later than Occupation of that School
5. The First Owners and the Second Owner and the First Developer and the Second Developer further covenant to comply with, monitor, publish and review the approved School Travel Plan including undertaking the following:
  - 1.2.1 within 28 days of Occupation of each school to provide written details of the School Travel Plan to pupils of that School and their parents or guardians of that School;
  - 1.2.2 use all reasonable endeavours to ensure that pupils, parents and staff of each School comply with the School Travel Plan.

1.2.3 undertake an annual review of its School Travel Plan including a review of the modes and times of travel to each School for all pupils and staff members detailing arranged journey times and travel routes and provide a written report of this review to the County Council

6 The First Owners and the Second Owner and the First Developer and the Second Developer will have regard to any reasonable recommendations made by the County Council upon operation of the School Travel Plan following each annual review and discussion of each School Travel Plan.

7 The First Owners and the Second Owner and the First Developer and the Second Developer shall implement and observe the requirements and obligations set out in each School Travel Plan (or such amended plan as may be agreed with the County Council from time to time) for so long as the Development shall continue to be used for the purpose authorised by the Planning Permission.

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## SCHEDULE 4

### Car Parking and Management Plan

- 1.1 a. Within 3 (three) months of Commencement of any part of the Development the First Developer and the Second Developer in consultation with the First Owners and the Second Owner shall prepare and secure the written approval of the County Council and Council to a Car Parking and Management Plan for each School.
- b. Not to suffer nor permit the Occupation of any part of the Development until the Car Park Management Plans for both Schools have been approved in writing by the County Council and the Council
- 1.2 The Car Parking and Management Plans shall be compiled with to the satisfaction of the County Council and the Council the objective of minimising disruption to bus drivers, cyclists, pedestrians and non-school traffic and to ensure that Whittington Way and any public highway is kept free of pupil pick-up or drop-offs and any other School traffic and shall include provisions to cover inter alia:
- a. Dedicated coach set down and pick up area.
  - b. Encouraging pupil drop off and pick up within the school circulation system.
  - c. Initial car parking for 6 Forms of Entry, being expanded when the school reaches 8 Forms of Entry.
  - d. Parking surveys, undertaken in the immediate surrounding area of the schools to record the level of parking in the residential streets.
  - e. Managing parking arrangements for events at the school, both during the school day and out of normal school hours.
  - f. Steps/measures/penalties to be taken if the plan does not work as anticipated.
  - g. Other matters reasonably required by the Council and/or County Council
  - h. the Car Parking and Management Plan shall be consistent with complement and inform the School Travel Plan to achieve the objective of managing the car parking so as to prevent harmful impact on the highway or to local residents as a result of school parking
- 1.3 Each School shall implement its approved Car Parking and Management Plan no later than Occupation of that School and thereafter to the satisfaction of the County Council and the Council AND each School shall not be Occupied nor permitted to be Occupied until the approved Car Parking Management Plan has been implemented
- 1.4 Each School shall appoint a School Parking and Management Co-ordinator who shall be in place no later than Occupation of that School
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1.5 The First Owners and the Second Owner and the First Developer and the Second Developer further covenant to comply with, monitor, publish and review the approved Car Parking and Management Plan for each School including undertaking the following:

- 1.5.1 within 28 days of Occupation of its school and at the beginning of each academic year to provide written details of the Car Parking and Management Plan to pupils of that School and their parents or guardians of that School;
- 1.5.2 use all reasonable endeavours to ensure that pupils, parents and staff of each School comply with its Car Parking and Management Plan;
- 1.5.3 undertake an annual review of its Car Parking and Management Plan including traffic count data undertaken at the entrance each School and a parking survey undertaken in the immediate surrounding area of the schools and provide a written report of this review to the County Council and Council

1.6 The First Owners and the Second Owner and the First Developer and the Second Developer will have regard to and take steps to address and where appropriate alter the Car Parking and Management Plan to the written satisfaction of the County Council and Council) any reasonable recommendations made by the County Council and/or Council upon operation of the Car Parking and Management Plan following each annual review and discussion of the Car Parking and Management Plan.

1.7 The First Owners and the Second Owner and the First Developer and the Second Developer shall at all material times implement and observe the requirements and obligations set out in the Car Parking and Management Plan (or such amended plan as may be agreed by the County Council and Council from time to time) for so long as the Development shall continue to be used for the purpose authorised by the Planning Permission.

## SCHEDULE 5

### New Bus Service

#### **1 New Bus Service**

1.1 No later than three (3) months from Occupation of any part of the Development details of the proposed bus operator(s) for the New Bus Service including details of the contractual terms of service to be provided and the provision of the New Bus Service Vehicles shall be provided to the County Council for approval AND no later than Occupation of any part of the Development the New Bus Service shall be operational in accordance with the provisions of this Deed and continue to be provided for a period of 5 years from the date of Occupation of the Development

1.2 Not to Occupy any part of the Development nor permit Occupation of any part of the Development until the New Bus Service has been provided in accordance with paragraph 1.1 above

#### **2 Bonds**

2.1 The First Owners the Second Owner the First Developer and the Second Developer shall not cause or permit the Commencement of the Development until such time as the Replacement Bus Service Bond has been provided to the County Council by a surety and in such terms acceptable to the County Council

2.2 The Replacement Bus Service Bond shall be to the effect that if the Director of Environment shall certify that the First Owner the Second Owner the First Developer and/or the Second Developer have failed to provide the New Bus Service in accordance with this Deed the surety as referred to at paragraph 2.1 above shall within 28 days of the Director of Environment's written demand addressed to the surety ("the Demand") which shall be deemed to be conclusive evidence that the New Bus Service has not been provided pay to the County Council the New Bus Service Bond in order for the County Council to provide the Replacement Bus Service PROVIDED THAT if no claims shall have been made by the County Council the Replacement Bus Service Bond shall be released upon the expiry of the requirement to provide the New Bus Service.

**Schedule 6**  
**Title Information**

Plan 2 identifies two areas:-

- (a) The part of the Application Site shown coloured pink on the plan 2 ("the Pink Land") is registered at HM Land Registry with freehold title absolute under title number HD176795. The owners of the Pink Land are John Alexander Streeter and Andrew Charles Streeter as trustees, Patrick John Haworth having died on 4<sup>th</sup> November 2008 and his estate having no interest in any part of the Application Site.
- (b) The part of the Application Site shown coloured green on Plan 2 ("the Green Land") is unregistered. The root of title is a conveyance dated 6th January 1976 between Frank Tinney (1) and John Fredrick Tinney (2). The current owners are John Frederick Tinney, David Lawson Tinney and James Richard Tee.
- (c) The Second Owner has an option to purchase (inter alia) the Pink Land and the Green Land pursuant to an Option Agreement dated 11 November 2004 between (1) John Alexander Streeter and others and (2) Countryside Properties (UK) Limited ("the Option Agreement"). The Option Agreement is protected in relation to the Pink Land by entry of a unilateral notice as referred to in paragraph 8 of the Charges Register of title number HD176795.
- (d) The First Owners and Patrick John Haworth entered into a Sale Agreement with the Second Owner the First Developer and the Second Developer for the sale of the Application Site on 30 November 2007 as varied by a Supplemental Agreement dated 11 August 2011



# APPENDICES

**APPENDIX 1**  
**Proforma Monitoring Notice**

**To: Director of Regulatory Services for Development Control**  
**SECTION 106 MONITORING NOTICE\***

*\*to be sent by Recorded Delivery*  
**PURSUANT TO A SECTION 106 \*\*AGREEMENT/UNILATERAL UNDERTAKING**  
dated .....  
made between .....  
.....  
Planning Permission number ..... dated .....  
Site address: .....  
.....

**SITE OWNER DETAILS**

Name .....  
Contact name .....  
Address .....  
..... Postcode .....  
Telephone Main Number ..... DD .....  
Mobile.....  
Email.....

**Contractor's details (if relevant)***name; contact name; address; telephone; email*.....  
.....  
/cont.....

**EVENT(S) BEING NOTIFIED** *(delete as appropriate)*

~ **Commencement of Development**  
Date Development Commenced/shall Commence .....  
Nature of operation or act of Commencement .....  
.....  
Details of compliance with Pre-Commencement Requirements (if any) .....

~ **Monitoring Fee enclosed £**.....

~ **Completion of Development** *(date of first sale or letting of the last unit to be developed)*

~ **Property Dealing** *(\*sale/sub-sale/lease/sub-lease of any land affected by any of the obligations at the time of the transfer or grant of lease to persons against whom obligations are enforceable)*  
*(please attach a clear plan)*

Title number(s) .....  
Nature of interest ..... date of transaction .....  
Purchaser's details:-  
Name ..... Contact *(if relevant)* .....  
Address .....  
..... Postcode .....  
Telephone (main number) ..... (DD) .....  
(mobile) .....  
Email .....

~ **Event(s) Triggering (an) Obligation(s)**

Schedule ..... paragraph .....  
Nature of event .....  
Date .....

~ **Compliance with Obligation(s)**

Schedule ..... paragraph .....  
Describe obligation .....  
Details of compliance .....

Date ..... Signed .....

Name *(in cepps)* .....

Date .....

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THE COMMON SEAL of  
EAST HERTFORDSHIRE DISTRICT COUNCIL

was hereunto affixed in the  
presence of:-



139124

THE COMMON SEAL of HERTFORDSHIRE  
COUNTY COUNCIL

was hereunto affixed in the  
presence of:-



1163

[Redacted]

Assistant  
Chief Legal Officer

Chief Legal Officer

EXECUTED as a DEED by  
RODNEY ERNEST STOCK

(Chair of Governors) for and  
on behalf of The Governing Body  
of The Bishop's Stortford High School

[Redacted]

EXECUTED as a DEED by

DAVID REDFERN (Chair of Governors) for and  
on behalf of the Governing Body of the Hertfordshire  
and Essex High School

[Redacted]

in the

[Redacted]

EXECUTED as a DEED

by the said JOHN ALEXANDER STREETER

[Redacted]

EXECUTED as a DEED

by the said ANDREW CHARLES STREETER

in the presence of:-

[Redacted]

[Redacted]

(Please also sign Plans.)

EXECUTED as a DEED  
by the said JOHN FREDERICK TINNEY  
in the presence of:

[Redacted]

)  
)  
)  
)

[Redacted]

*Signature: [Redacted]*  
*Name: [Redacted]*  
*Address: [Redacted]*

*Please also sign plus)*

EXECUTED as a DEED  
by the said DAVID LAWSON TINNEY  
in

[Redacted]

)  
)  
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EXECUTED as a DEED  
by the said JAMES RICHARD TEE  
in

[Redacted]

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EXECUTED as a DEED  
by COUNTRYSIDE PROPERTIES (UK) LIMITED

[Redacted]

[Redacted]

