

- (1) LADY LOUISE IONA CAMPBELL**
- (2) MILLER HOMES LIMITED**
- (3) WEST SUSSEX COUNTY COUNCIL**
- (4) HORSHAM DISTRICT COUNCIL**

AGREEMENT

Pursuant to section 106 of the Town and Country Planning Act 1990 in respect of

Land on the East side of Shipley Road, Southwater, Horsham
Land at Hogswood, Mill Straight, Southwater, Horsham

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Legal ref: 12529
Planning ref: DC/25/0102

THIS AGREEMENT is made as a deed and dated 16th June 2026

Between:

- (1) **LADY LOUISE IONA CAMPBELL** of 79 Flood Street, London, SW3 5SU ("the Owner"); and
- (2) **MILLER HOMES LIMITED** (Company Regn No. SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH ("the Developer");
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ ("the County Council");
- (4) **HORSHAM DISTRICT COUNCIL** of Alberly House, Springfield Road, Horsham, West Sussex RH12 2GB ("the District Council")

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

- 1.1 The District Council is the local planning authority as defined in the Act for the area within which the Application Site is situated for the purposes of this Agreement and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.
- 1.2 The Owner is the registered proprietor with Title Absolute of the Application Site forming part of the land registered at HM Land Registry under title number WSX423429, being land on the east side of Shipley Road, Southwater, Horsham.
- 1.3 The Developer has the benefit of a unilateral notice registered at entries 2 and 3 of the Charges Register of title number WSX423429 in respect of an option to purchase contained in an agreement dated 6 September 2022 made between Owner and the Developer and the Developer has applied for planning permission to develop the Application Site in accordance with the Application.
- 1.4 The County Council is the Highway Authority for the land in which the Application Site is situated and is entitled to enforce those obligations contained in this Agreement given to the County Council.
- 1.5 The District Council received the Application on 22 January 2025 which was validated on 3 February 2025. On 4 November 2025, Members of the District Council's Planning Committee granted the Planning Permission subject to completion of this Agreement.
- 1.6 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations contained in this Agreement.
- 1.7 The Owner and Developer are willing to enter into, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.
- 1.8 The Parties are satisfied that the provisions of this Agreement comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and, accordingly, that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

- 2.1 Words importing the one gender include reference to all the genders.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually.
- 2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.
- 2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.
- 2.8 In the absence of contrary provision, any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.9 A reference to writing or written excludes fax and email.
- 2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the District Council, the successors to their functions as local planning authority and in the case of the County Council, the successors to their functions as Highway Authority.
- 2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

“Act”	the Town and Country Planning Act 1990 (as amended).
“Application”	the application ascribed reference number DC/25/0102 and described as: “Outline application with all matters reserved except for access for up to 82 dwellings with vehicular and pedestrian accesses, public open space, noise mitigation measures, landscaping, foul and surface water drainage and associated works”.
“Application Site”	all that land comprising land on the east side of Shipley Road, Southwater, Horsham (also known as land at Campsfield, Linfield Close, Southwater, Horsham, West Sussex, RH13 9FR) registered with HM Land Registry under title number WSX423429 shown for identification purposes edged red on the Application Site Plan and to which the Application relates AND WHICH FOR THE AVOIDANCE OF DOUBT, shall exclude all land outside the red line.
“Application Site Plan”	the plan of the Application Site entitled “Site Location Plan” with drawing number 02.40(01) 100 at Schedule 1 of this Agreement.

“Commencement of Development”	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works, demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, ecological surveys and mitigation works, removal of plantation woodland, temporary diversion of services and signage (including the formation of temporary construction accesses) and “Commence Development” shall be construed accordingly;
“Commencement Date”	the date on which the Commencement of the Development occurs;
“Commencement Notice”	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
“Development”	the development of the Application Site pursuant to the Planning Permission.
“Dwelling”	a residential dwelling constructed on the Application Site and forming part of the Development.
“Head of Development and Building Control”	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
“Indexed”	the quantum by which a contribution payable under this Agreement shall increase to be calculated by an amount equal to the proportionate increase in the All in Tender Price Index published annually by the Building Costs Information Service of the Royal Institute of Chartered Surveyors and in the case of the County Council from April 2025 to the date of payment of the relevant contribution and Index Linked shall be construed accordingly;
“Interest”	means interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis
“Monitoring Fees”	Fees totalling £800 (EIGHT HUNDRED POUNDS) for monitoring obligations in the Agreement to be paid to the District Council in accordance with clause 8 of this Agreement.
“Occupation”	occupation for any purpose for which the Planning Permission has been granted by the District Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and “Occupy” and “Occupied” shall be construed accordingly.
“Occupation Date”	the date on which the Development is first Occupied.
“Occupation Notice”	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
“Planning Permission”	the planning permission to be granted by the District Council pursuant to the Application.
“Reserved Matters”	Details of any one or more of appearance, landscaping, layout and scale reserved under the terms of the Planning Permission or as applicable Reserved Matters Permission for subsequent approval.

“Reserved Matters Application”	an application for approval of Reserved Matters
“Reserved Matters Permission”	Approval of Reserved Matters pursuant to a Reserved Matters Application by the Council (or the Secretary of State as the case may be)
“Section 73 Consent”	any planning permission granted pursuant to section 73 (or 73B when in force) of the Act to create a variant Planning Permission.
“The Travel Plan”	the travel plan to be provided in accordance with Schedule 6 of this Agreement titled Campsfield Framework Travel Plan, December 2024, attached as Annex 1 subject to any amendments agreed in writing by the County Council from time to time.
“The Travel Plan Co-ordinator”	the person appointed by the Owner responsible for securing the implementation of the Travel Plan.
“The Travel Plan Monitoring Fee”	the sum of three thousand nine hundred and fifty hundred pounds (£3,950) payable to County Council for monitoring the delivery the Travel Plan over the lifetime of the Development payable in accordance with Schedule 6 of this Agreement.
“Working Day”	Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

4.1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date it is dated but the provisions in Schedules 2 to 6 shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

6.1 Subject to clause 5:

- 6.1.1 The Owner covenants with the District Council and the County Council to comply fully with and to perform the obligations contained herein and in Schedules 2 to 6 of this Agreement in accordance with the requirements and timescales set out;
- 6.1.2 The Owner covenants with the District Council and County Council that the Development and use of the Application Site shall be in strict accordance with this Agreement;
- 6.1.3 The District Council covenants with the Owner to observe and perform the obligations contained therein;
- 6.1.4 The County Council covenants with the Owner to observe and perform the obligations in Schedule 7.

7. NOTICES

7.1 The Owner covenants with the District Council and County Council as follows:

- 7.1.1 to give the Commencement Notice to the District Council and County Council not less than 10 (ten) Working Days before the anticipated Commencement Date; and

- 7.1.2 to give the Occupation Notice to the District Council and County Council not less than 10 (ten) Working Days before the anticipated Occupation Date; and
- 7.1.3 to give written notice of Occupation of the final Dwelling.
- 7.2 The Parties to this Agreement agree that if the Owner fails to give the notice required by clause 7.1.1 and clause 7.1.2 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owner and the County Council of the District Council's determination.
- 7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the District Council, the relevant party shall address any notice to the Head of Development and Building Control of the District Council and, in the case of the County Council the County Council's Planning Monitoring and Records Team at the address herein
- 7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.
- 7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 09:00hrs and 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

- 8.1 The Developer has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement and Monitoring Fees
- 8.2 The Developer has undertaken to pay on or before the date hereof the County Council's reasonable legal costs incurred in preparing and entering into this Agreement.

9. DEVELOPER'S AND CHARGEES / MORTGAGEE'S CONSENT/LIABILITY

- 9.1 The Developer consents to the completion of this Agreement and acknowledges that the obligations in this Agreement shall bind the Application Site and declares that their interest in the Application Site shall be bound by the terms of this Agreement in the event that the Developer acquires a legal interest in the whole or any part of the Application Site as if it were a person deriving title from the Owner and until then the Developer shall otherwise have no liability under this Agreement except in respect of clause 8.
- 9.2 Any future mortgagee or chargee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when it is in possession of all or any part of the Application Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owner.

10. GENERAL

The Parties undertake that:

- 10.1 this Agreement constitutes a deed.
- 10.2 this Agreement is enforceable by the District Council and County Council in accordance with section 106 of the Act.
- 10.3 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

- 10.4 It is hereby agreed by the Owner that failure by the District Council and/ or County Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the District Council and / or County Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the District Council and / or County Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.
- 10.5 The Owner hereby undertakes that:
- 10.5.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;
- 10.5.2 the Owner has not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and
- 10.5.3 nothing herein contained excludes the liability of any party in relation to fraud.
- 10.6 The Owner acknowledges that this Agreement will be registered as a local land charge.
- 10.7 The Owner hereby gives consent for any plan comprising Schedule 1 of this Agreement to be reproduced by the District Council.
- 10.8 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 10.9 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.
- 10.10 The obligations in this Agreement (with the exception of clause 8. – Costs) shall cease to have effect (insofar only as any has not already been complied with) if, before the Commencement of Development the Planning Permission:
- 10.10.1 expires; or
- 10.10.2 is varied or revoked other than at the request of the Owners and/ or the Developer; or
- 10.10.3 is quashed following a successful legal challenge,
- but will remain in full force and effect so far as any subsisting Section 73 Consent is concerned.
- 10.11 The Owner (or any person deriving title to Application Site from the Owner) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owner has parted with their interest in the Application Site or part of Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.
- 10.12 Subject to clause 10.12 no person shall be liable for any breach of a covenant restriction or obligation contained in this Agreement in relation to a part of the Application Site in which it does not have a freehold or leasehold interest
- 10.13 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.
- 10.14 References to the Application Site include any part of it/ them.
- 10.15 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 10.16 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with any planning permission (other than the Planning

Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.

10.17 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Agreement:

10.17.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and

10.17.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself.

10.17.3 nothing in this clause shall fetter the discretion of the District Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same.

PROVIDED THAT:

10.17.4 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

10.17.5 the District Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the District Council (acting reasonably) considers it desirable to do so.

10.18 The provisions of this Agreement shall not bind the following:

10.18.1 any individual owners lessees or occupiers of any of the Open Market Units or any mortgagee or chargee of any Open Market Units or their successors in title;

10.18.2 the individual owners lessees tenants or occupiers (or their respective mortgagees and chargees) of any Affordable Dwellings or any purchasers therefrom or any successors in title save that the Affordable Housing obligations in Schedule 2 shall remain binding unless and until they cease to have effect pursuant to paragraph 5 of Schedule 2;

10.18.3 any statutory undertakers in respect of land held for their operational purposes and as a consequence of the release given in this clause this Agreement may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such a modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed;

10.18.4 an Affordable Housing Provider save that the Affordable Housing obligations in Schedule 2 of this Agreement shall remain binding against the Affordable Housing Provider.

11. DISPUTE RESOLUTION

11.1 Save for matters of construction of this Agreement (which shall be matters for the Court), should a dispute or difference arise between the Parties or any of them concerning anything herein then the provisions of this clause 11 shall apply.

11.2 Subject to clause 11.3, all differences and disputes which may arise between the Parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/ planning counsel agreed upon by the Parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the Parties.

- 11.3 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice served in accordance with paragraph 5 of Schedule 5 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by Chartered Institute of Ecology and Environmental Management.
- 11.4 Any expert appointed pursuant to clause 11.2 or 11.3 shall:
- 11.4.1 on his appointment serve written notice thereof on the parties in dispute;
 - 11.4.2 consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;
 - 11.4.3 allow the parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) Working Days of receipt by the other party thereof;
 - 11.4.4 have an unfettered discretion to determine the reference to him;
 - 11.4.5 serve notice of his determination as soon as he has made it;
 - 11.4.6 give full and clear reasons for his decision; and
 - 11.4.7 be paid his proper fee and expenses in connection with such reference by the Parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die, become insolvent or of unsound mind or if any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.
- 11.5 The provisions of this clause shall not affect the ability of the District Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Agreement and consequential and interim orders and relief.

12. OWNERSHIP

- 12.1 The Owner warrants that no person other than the Owner and the Developer has any legal or equitable interest in the Application Site other than as set out in this Agreement.
- 12.2 The Owner undertakes to the District Council and the County Council to give the District Council and the County Council written notice within ten (10) Working Days of any change in ownership of the Application Site (or any part of it), as the case may be, occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site purchased by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Dwelling nor shall it apply to the disposal of any part of the Land to any statutory undertakers for electricity substations, gas governor stations, or pumping stations, or the provision of other infrastructure as may be required to fulfil their statutory functions.

13. INTEREST AND INDEXATION

- 13.1 If any sum or amount has not been paid to the County Council by the date it is due, the Owner shall pay the County Council Interest. Such Interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

IN WITNESS whereof this Agreement has been duly executed the day and year first hereinbefore mentioned

**SIGNED as a DEED by
LADY LOUISE IONA CAMPBELL**

[Redacted Signature]

... Signature

In the presence of:

W. [Redacted] Signature
I. BEN LEE Print name
T. 92 HIGH STREET Address 1
N. EAST GRINSTEAD Address 2
E. IN SUSSEX Address 3
S. RH19 3DF Post code
S. CHARTERED SURVEYOR Occupation

**EXECUTED as a DEED by
MILLER HOMES LIMITED**

acting by one director/attorney in the presence of a witness

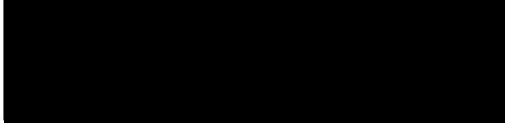
[Redacted Signature]

..... Signature

In the presence of:

W. [Redacted] Signature
I. KAREN MCDONNELL Print name
T. 2 Lochside View Address 1
N. Edinburgh Park Address 2
E. Edinburgh Address 3
S. EH12 9DH Post code

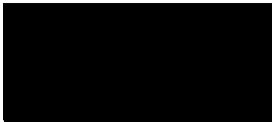
SEALED WITH THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
in the presence of:



Authorised Officer



SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:



Authorised Officer



SCHEDULE 1

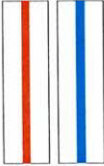
Plan

1. Application Site Plan entitled "Site Location Plan" with drawing number 02.40(01)00 Rev A.



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Key:



Site Boundary
Other Land in Landowners Control



CLIENT:
PROJECT TITLE:
PROJECT NO:

DRAWING TITLE:
DRAWING NO:
SCALE:

MILLER HOMES
SOUTHWATER, CAMPFIELD
02.18.A
Title s106 - SITE LOCATION PLAN
02.40(01)100
1:1250 @ A3

miller homes

SCHEDULE 2

Affordable Housing

1. DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

“Affordable Dwellings”	c. 35% (thirty five percent) of the total 82 (eighty-two) Dwellings (unless otherwise agreed with the District Council) to be provided as part of the Development, equating to 29 (twenty-nine) Affordable Dwellings of which it being acknowledged by the Parties that if the total amount of Dwellings provided equates to less than 82 then this definition and any linked provisions shall be amended accordingly by agreement between the Parties: a) c. 70% equating to 20 (twenty) Affordable Rented Units, including 8 (eight) 1-bedroom, 4 (four) x 2-bedroom, 6 (six) x 3-bedroom and 2 (two) x 4-bedroom Dwellings; AND b) c. 30% equating to 9 (nine) Shared Ownership Units, including 6 (six) x 2-bedroom, 2 (two) x 3-bedroom and 1 (one) x 4-bedroom and which are to be transferred to an Affordable Housing Provider as Affordable Housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is required to fulfil the requirements of paragraph 3.8 of this Schedule.
“Affordable Housing”	affordable housing comprising Affordable Rented Units and/ or Shared Ownership Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision.
“Affordable Housing Land”	those parts of the Application Site on which the Affordable Dwellings shall be constructed together with the associated curtilage of each such building and amenity space where relevant and provided in accordance with the obligations set out in this Agreement.
“Affordable Housing Scheme”	a scheme for the provision of the Affordable Dwellings to be provided by the Owner which shall (as a minimum) provide: a) the type and size of Dwellings to be provided as the Affordable Dwellings in accordance with the Affordable Housing Tenure Mix; b) a plan showing the location of the Affordable Housing Land and the Affordable Dwellings, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Units, to ensure inclusive and mixed communities AND identifying which (if any) of the Affordable Dwellings shall be fully wheelchair accessible, their type, size and location within the Development; AND c) such other matters as the District Council may require (acting reasonably)
“Affordable Housing Provider”	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) who is on the District Council’s approved

list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Owner and approved by the District Council;

OR

- b) an unregistered provider of affordable housing approved by the District Council, or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing;

“Affordable Housing Tenure Mix”	a tenure mix of c. 70% (seventy percent) Affordable Rented Units and c. 30% (thirty percent) Shared Ownership Units, or such other mix or amount of Affordable Dwellings as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).
“Affordable Rent”	in relation to first lets only, chargeable rent that is subject to the HE’s Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance that may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges where applicable) for an equivalent property of that size and location calculated using the Royal Institute of Chartered Surveyors approved valuation methods OR the applicable Local Housing Allowance rate for the District Council, whichever is the lower.
“Affordable Rented Units”	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and “Affordable Rented Unit” shall be construed as meaning any one of them.
“Deed of Nomination Rights”	the District Council’s nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the District Council and the Affordable Housing Provider to provide the District Council with nomination rights in respect of the Affordable Rented Units for the life of the Development.
“Disposal”	a disposal of the Affordable Dwellings to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 990 (nine hundred and ninety years) and “Dispose” shall be construed accordingly.
“First Occupation”	the date on which each Dwelling is Occupied for the first time.
“Fully Serviced”	where provision of Dwellings is made with access from the highway and all utility connections, including electricity, mains water, sewerage and wiring for connection to high-speed broadband are installed and fully functional.
“Head of Development and Building Control”	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
“Head of Housing and Communities”	the District Council’s Head of Housing and Communities or such other officer as may be lawfully designated by the District Council for the purposes of discharging his duties and functions.
“Homes England”	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates registered providers of social housing in England);
“Housing Register and	the District Council’s published scheme of allocations presently contained in its “Housing Register and Nominations Policy (April 2025)” or any amendment, update, variation, or subsequent replacement thereof.

Nominations Policy”

“Housing Need”	a) in relation to any Affordable Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person’s income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;
“Local Housing Allowance”	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it.
“Neighbouring Councils”	councils who share the same housing market within the District Council’s Strategic Housing Market Assessment;
“New Homes Build Warranty”	a 10-year insurance policy, to be taken out by the Owner at its own expense, from any provider which offers a similar scope of cover to that of NHBC Buildmark or any similar NHBC product which replaces Buildmark from time to time.
“Open Market Units”	all those Dwellings to be constructed on the Application Site which are not Affordable Dwellings.
“Practical Completion”	in relation to a Dwelling, complete save for minor snagging items such that it is reasonably fit for occupation or use with all utilities/ services connected and in full operation and accessible by both vehicles and pedestrians, and the words and “ Practically Complete ” shall be construed accordingly.
“Rented Units”	Dwellings to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008), which includes (but is not limited to) Affordable Rented Units and Social Rented Units.
“Right to Acquire”	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997.
“Right to Buy”	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended)
“Shared Ownership Lease”	a lease which accords with Homes England’s model form of lease issued from time to time such that the dwelling is occupied in accordance with shared ownership arrangements within the meaning of section 70(4) of the Housing and Regeneration Act 2008.
“Shared Ownership Unit”	the Affordable Dwellings to made available by an Affordable Housing Provider whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the District Council.
“Social Rent”	rent set in accordance with the Regulator for Social Housing’s Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
“Social Rented Units”	Affordable Dwellings that will be let to persons in housing need at a Social Rent and “ Social Rented Unit ” shall be construed as meaning any one of them.

“Strategic Housing Market Assessment” the District Council’s Strategic Housing Market Assessment dated October 2012 (and which may be updated from time to time): https://www.horsham.gov.uk/data/assets/pdf_file/0005/66497/Strategic-Housing-Market-Assessment-October-2012.pdf

or other document which may replace it.

The Owner hereby covenants with the District Council as follows:

2. GENERAL PROVISIONS

- 2.1 Prior to Commencement of Development to submit to the District Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the District Council has approved the Affordable Housing Scheme in writing (such approval not to be unreasonably withheld or delayed).
- 2.2 Subject to paragraph 5.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Dwellings on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the District Council from time to time.
- 2.3 Unless otherwise set out in this Agreement not to Occupy or use the Affordable Dwellings for any other purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the other provisions of this Schedule.
- 2.4 The Owner further covenants that subject to the terms of this Deed:
 - 2.4.1 the Affordable Rented Units shall not be Occupied other than by persons who are in Housing Need on Affordable Rent terms, or any other form of low cost rented accommodation (as defined by s.69 of the Housing and Regeneration Act 2008), by way of an assured tenancy complying with the guidance given by Homes England;
 - 2.4.2 the Shared Ownership Units shall not be Occupied other than by persons who are in Housing Need.

3. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE DWELLINGS

- 3.1 Prior to Occupation of a maximum of 25% (twenty five percent) of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:
 - 3.1.1 the disposal of the Affordable Housing Land to an Affordable Housing Provider together with a contract requiring the construction of the Affordable Dwellings in accordance with the Planning Permission and the Affordable Housing Scheme; **OR**
 - 3.1.2 the transfer to an Affordable Housing Provider of the Affordable Dwellings, Fully Serviced and in clean condition and the Affordable Housing Land.
- 3.2 In the event of a transfer taking place or contract being entered into pursuant to paragraph 3.1 prior to Occupation of a maximum of 75% (seventy five percent) of the Open Market Units to:
 - 3.2.1 construct and Practically Complete all the Affordable Dwellings in accordance with the Planning Permission and the Affordable Housing Scheme.
 - 3.2.2 transfer either the freehold title, or a lease for at least 990 (nine hundred and ninety) years on a full repairing and insuring basis, for the Affordable Dwellings to the Affordable Housing Provider, free from all encumbrances (other than those on the title of the Affordable Housing Land at the date of this Deed) and financial charges.
 - 3.2.3 provide the New Homes Build Warranty for each of the Affordable Dwellings to the Affordable Housing Provider.

- 3.3 Not to Occupy or allow Occupation of more than 25% (twenty-five percent) of the Open Market Units unless and until the provisions of paragraph 3.1 of this Schedule (including its sub-paragraphs) have been complied with.
- 3.4 Not to Occupy or allow Occupation of more than 75% (seventy-five percent) of the Open Market Units unless and until the provisions of paragraph 3.2 of this Schedule (including its sub-paragraphs) have been complied with.
- 3.5 Within any transfer and/ or lease of any/ all of the Affordable Dwellings to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the District Council of a Deed of Nomination Rights in respect of the Affordable Rented Units, substantially (but subject to such amendments as may be agreed between the Affordable Housing Provider and the District Council) in the form set out in Schedule 3 with the District Council's costs to be paid by the Affordable Housing Provider;
- 3.6 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Affordable Dwellings referred to in Paragraph 3.2.2 of this Schedule to the Head of Housing and Communities within 5 (five) Working Days of completion of the transfer or grant.
- 3.7 In the event that no agreement for the transfer the Affordable Housing Land and/ or Affordable Dwellings (as required by paragraph 3.1) has been reached at the expiration period of 6 (six) months from the date of first approach to an Affordable Housing Provider pursuant to paragraph 3.1 above, to:
- 3.7.1 serve notice on the District Council confirming that no agreement has been entered into;
- 3.7.2 submit evidence to the Head of Development and Building Control demonstrating the steps taken and explaining why such an agreement could not be entered into with any Affordable Housing Provider.
- 3.8 To allow a further period of 3 (three) months from the date of service of the notice referred to in paragraph 3.7.1 of this Schedule to EITHER find an Affordable Housing Provider(s) (as required by paragraph 3.1) with the assistance of the District Council AND/ OR to agree an alternative housing tenure mix by amendment of the Affordable Housing Scheme and in the event that the latter applies and the District Council agrees a revised Affordable Housing Scheme the Owner shall continue to use reasonable endeavours to enter into contract with an Affordable Housing Provider or Affordable Housing Providers in accordance with paragraph 3.1 as soon as reasonably practicable but for the avoidance of doubt the restriction on occupation of Open Market Units in paragraph 3.3 shall no longer apply.
- 3.9 That a minimum 10% and a maximum 75% share in each Shared Ownership Unit may be sold to eligible applicants initially and that the rent (excluding service charge) to be charged on the remaining percentage share in the Shared Ownership Units shall not be more than 3% of the capital value of the unsold equity in that particular Shared Ownership Unit.
- 3.10 Unless otherwise agreed by the District Council or directed by Homes England any proceeds derived from the sale of a Shared Ownership Unit or the proceeds from a Right to Buy or Right to Acquire transaction of an Affordable Rented Unit shall be used by the Affordable Housing Provider to re-invest in Affordable Housing with priority given to the provision of new dwellings for Affordable Rent

4. MISCELLANEOUS PROVISIONS

- 4.1 Prior to Occupation of an individual Affordable Dwelling:
- 4.1.1 all public highways (if any) and public sewerage and drainage serving that particular Affordable Dwelling shall be in place and shall meet all statutory requirements for such public sewerage and drainage including any build over consents or agreements that might be required;

- 4.1.2 all private roads, footways and footpaths (if any) serving that particular Affordable Dwelling shall be in place;
- 4.1.3 all private sewage and drainage pipes, channels and gutters, all mains water and gas pipes and electricity cables (as applicable) serving that particular Affordable Dwelling shall be constructed, laid, connected, operational and serviceable.

5. EXCLUSIONS

5.1 The obligations contained in this Schedule shall not be binding on:

- 5.1.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “Receiver”)) of the whole or part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - 5.1.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Head of Housing and Communities of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of 3 (three) months from the date of written notice to complete a disposal of the Affordable Dwellings to another Affordable Housing Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - 5.1.1.2 if such disposal has not completed within the 3-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely
- 5.1.2 a tenant of an Affordable Rented Unit who has exercised a Right to Acquire;
- 5.1.3 a tenant of an Affordable Rented Unit who has exercised a Right to Buy;
- 5.1.4 a Shared Ownership leaseholder who has acquired 100% of the shares in the Shared Ownership Unit; and
- 5.1.5 any successor in title of any person detailed in sub-paragraphs 5.1.2, 5.1.3 and 5.1.4 (above) or their mortgagee or chargee.

SCHEDULE 3
Specimen Deed of Nomination Rights

[AFFORDABLE HOUSING PROVIDER]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[] Affordable Housing – Rented Units

at

[] West Sussex

Authority: Signed and Dated S106 []

Lauren Kelly
Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Ref:

THIS DEED OF NOMINATION RIGHTS is made the day of 202X

BETWEEN:

- (1) [] (“the Affordable Housing Provider”); and
- (2) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham West Sussex RH12 2GB (“the District Council”)

1. **DEFINITIONS**

In this Deed the following expressions shall have the following meanings:

“ Affordable Housing ”	subsidised housing provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision. and for the purposes of this deed comprises the Rented Units;
“ Affordable Housing Land ”	the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Schedule 1 of this Deed;
“ Affordable Housing Provider ”	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the District Council from the District Council’s approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the District Council; OR b) an unregistered provider of social housing approved by the District Council, or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing;
“ Exempted Void ”	a Void occurring when the District Council transfers a tenant to more suitable accommodation to meet the tenant’s needs;
“ Homes England ”	the executive non-departmental public body called Homes England, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;
“ Housing Register and Nominations Policy ”	the District Council’s Housing Register and Nominations Policy dated April 2025 (and which may be updated from time to time): https://www.horsham.gov.uk/_data/assets/pdf_file/0007/146779/Housing-Register-Nominations-Policy.pdf or other document which may replace it;
“ Initial Let ”	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit and “Initial Let” shall mean any one of them;
“ Local Connection ”	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of [XXX] for a continuous period of not less than two years; or b) a member of his household has a parent, child, adult child, brother or sister whose only or principal home is and has been for a continuous

	period of not less than 2 (two) years in the parish of [XXX] and he wishes to be near that relative; or c) is and has been permanently employed in the parish of [XXX] for a continuous period of not less than 2 (two) years provided that where no person or insufficient persons can be identified as having a connection with the parish of XXX as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];
“Nominee”	a person who may be nominated by the District Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria: a) is an individual or are individuals; b) is considered in their reasonable opinion by the District Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Dwelling; c) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the District Council; d) before taking up occupation of the Affordable Dwelling has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the District Council or the Affordable Housing Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Dwelling as his/her only or principal home; e) is an individual who meets the criteria of the District Council's Housing Register and Nominations Policy; f) has a Local Connection. and “Nominee” and “Nominees” shall be construed accordingly;
“Rented Units”	the housing units constructed or to be constructed on the Affordable Housing Land to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) subject to a Tenancy Agreement.
“S106 Agreement”	the agreement relating to the Application Site and dated [...] and made between (1) [] and (2) Horsham District Council and any subsequent supplemental agreements varying it thereafter;
“Social Rent”	rent in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
“Social Rented Units”	Affordable Dwellings that will be let to persons in housing need at a Social Rent and “Social Rented Unit” shall mean any one of them.
“Tenancy Agreement”	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably;
“Vacancy Notice”	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the District Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the District Council in respect of any Affordable Dwelling on the Affordable Housing Land to notify the District Council that the construction and fitting out of that Affordable Dwelling is complete;

“Void”	an Affordable Dwelling which is vacant because the tenant has vacated it;
“Void Notice”	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the District Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the District Council to notify it that a Void is now available for re-letting;
“Void Notification”	the notification to the District Council by the Affordable Housing Provider that an Affordable Dwelling is to become a Void with such notification to include the anticipated period that the Affordable Dwelling will remain as a Void;
“Working Day”	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

- 2.1. Clause headings shall not affect the interpretation of this Deed.
- 2.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.4. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 2.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.6. A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the District Council the successors to its respective statutory functions.
- 2.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8. Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.9. A reference to writing or written excludes faxes and e-mail.
- 2.10. A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated from time to time.
- 2.11. References to clauses are to the clauses of this Deed.
- 2.12. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.13. When calculating percentages for the purposes of this Deed percentage in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down.

3. ENABLING PROVISIONS

- 3.1. This Agreement is made pursuant to s.111 of the Local Government Act 1972, s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

4. NOMINATION PROCEDURE FOR RENTED UNITS

- 4.1. The parties agree that the following nomination procedures shall apply to the nomination of persons in respect of the Rented Units:

Initial Lets

- 4.2. The Affordable Housing Provider shall give the District Council not less than 8 (eight) weeks' written notice of the date when an Initial Let will be ready for occupation.
- 4.3. The Affordable Housing Provider shall serve a Vacancy Notice on the District Council in respect of an Initial Let not less than 2 (two) weeks prior to it becoming available for occupation.

Nomination procedures

- 4.4. The District Council shall within 10 (ten) Working Days of receipt of a Vacancy Notice, Void Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3, serve on the Affordable Housing Provider details of a Nominee, which shall:
 - 4.4.1. specify the type of Rented Unit which the Nominee requires and sufficient details of the Nominee's requirements and circumstances to justify their nomination to the particular Rented Unit or type of Rented Unit; and
 - 4.4.2. include any other details that the Affordable Housing Provider may reasonably require from time to time.
- 4.5. Within 10 (ten) Working Days of the receipt of the details of a Nominee, the Affordable Housing Provider shall use its reasonable endeavours to arrange a viewing of the Affordable Dwelling and make an offer of a Tenancy Agreement to the Nominee ("an Offer").

Failure to let

- 4.6. If the Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of the Affordable Housing Provider's Offer, that Nominee shall be deemed to have rejected the Affordable Housing Provider's Offer.

Notices

- 4.7. The Affordable Housing Provider shall give notice in writing to the District Council within 5 (five) Working Days of the occurrence of a Nominee:
 - 4.7.1. failing to view an Affordable Dwelling within 10 (ten) Working Days of an Offer being made;
 - 4.7.2. failing to accept an Offer within 10 (ten) Working Days of it being made;
 - 4.7.3. being rejected by Affordable Housing Provider in accordance with clause 4.13 and in such cases, the notice shall explain the reasons for the rejection;
 - 4.7.4. accepting an Offer from the Affordable Housing Provider.
- 4.8. On receipt of a written notice served in accordance with clause 4.7.1, 4.7.2 or 4.7.3, the District Council shall serve details of a further Nominee on the Affordable Housing Provider and the parties shall repeat the procedures set out in clauses 4.4 – 4.7 except that:
 - 4.8.1. the 10 (ten) Working Day period referred to in clauses 4.4 – 4.7 shall be reduced to 5 (five) Working Days.
 - 4.8.2. the procedures set out in clauses 4.4 – 4.7 shall only be repeated twice.
- 4.9. In the event that:
 - 4.9.1. a third Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of an Offer; or
 - 4.9.2. the District Council fails to serve details of a Nominee within 10 (ten) Working Days of receipt of a Vacancy Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3. then, unless clause 4.10 applies

the Affordable Housing Provider shall have the right to make the Initial Let in respect of the Rented Unit to person of its own choosing (subject to the provisions within the S106 Agreement and clause 4.13).
- 4.10. If the District Council fails to serve details of a Nominee on the Affordable Housing Provider in accordance with clause 4.4 because it does not have suitable Nominee, it shall inform the Affordable Housing Provider within 10 (ten) Working Days and serve

details of a suitable Nominee as soon as reasonably practicable thereafter and in any event within 20 (twenty) Working Days of the date of receipt of the notice.

Voids and reletting

4.11. If a Rented Unit becomes a Void after the Initial Let or the Affordable Housing Provider has reasonable cause to believe it will become a Void:

- 4.11.1. the Affordable Housing Provider shall serve a Void Notification in respect of that Rented Unit within 5 (five) Working Days of it becoming a Void;
- 4.11.2. the Affordable Housing Provider shall serve a Void Notice on the District Council in respect of that Rented Unit as soon as it is available for re-letting;
- 4.11.3. the parties shall follow the nomination procedures set out in clauses 4.4 to 4.7. and clauses 4.8 and 4.9 shall apply

unless the Void is an Exempted Void, in which case clause 4.12 shall apply.

Exempted Voids

4.12. Where the Void is an Exempted Void:

- 4.12.1. if fewer than 75% of the total number of Rented Units have been let, the parties shall follow the procedures set out in clauses 4.4 – 4.7. and clauses 4.8 and 4.9 shall apply;
- 4.12.2. if 75% of the Voids (which for the avoidance of doubt means 75% of the total number of Rented Units) have been let, the Affordable Housing Provider shall not be required to follow the procedures set down in clauses 4.4 – 4.7 and the Affordable Housing Provider shall then be entitled to let the remaining 25% of the Voids (which for the avoidance of doubt means 25% of the total number of Rented Units) to persons of its own choosing (subject to the provisions within the S106 Agreement).

Rejecting Nominees

4.13. The Affordable Housing Provider shall have the right to interview and make enquiries about each Nominee and to reject any Nominee if in the opinion of the Affordable Housing Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Affordable Housing Provider's registered rules or its letting criteria and if an Affordable Housing Provider rejects a Nominee in accordance with this clause, the Affordable Housing Provider must serve written notice on the District Council in accordance with clause 4.7.3.

4.14. Where the Affordable Housing Provider intends to reject a Nominee in accordance with clause 4.13 and it serves notice of this on the District Council in accordance with clause 4.7.3, the District Council shall:

- 4.14.1. within 5 (five) Working Days of receipt of the said notice be entitled to send the Affordable Housing Provider written representations setting out the reason(s) why the Nominee does meet the Affordable Housing Provider's registered rules or its lettings criteria; and
- 4.14.2. within 5 (five) Working Days of receipt of the District Council's written representations, the Affordable Housing Provider shall consider the written representations and will notify the District Council in writing that the Nominee has been accepted or that they have not, giving the reasons for their decision.

4.15. The District Council and the Affordable Housing Provider agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

5. NOTICES

5.1. Any notice served in accordance with this Deed must be in writing and:

- 5.1.1. delivered by hand; or
- 5.1.2. sent by pre-paid first class post or next working day delivery service.

- 5.2. Any notice to be given under this Deed must be sent to the relevant party at the address indicated above or such other address notified by one party to the other and addressed, in the case of the District Council to Head of Housing and Communities and, in the case of the Affordable Housing Provider [xxx].
- 5.3. Any notice given in accordance with clause 5 will be deemed to have been received:
- 5.3.1. if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- 5.3.2. if sent by pre-paid first-class post or next working day delivery service, at 9.00am on the second Working Day after posting.
- 5.4. Any notice given in accordance with this clause 5 will be deemed to have been received:

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

- 6.1. The Affordable Housing Provider shall ensure that any Affordable Housing Provider to which the Affordable Housing Land and Affordable Housing erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar agreement with the District Council.

7. DISPUTES

- 7.1. Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8. COSTS

- 8.1. The Affordable Housing Provider agrees with the District Council to pay the reasonable and proper legal costs which the District Council incurs in preparing and entering into this Deed.

9. AGREEMENTS AND DECLARATIONS

The parties agree:

- 9.1. nothing in this Deed fetters or restricts the exercise by the District Council of any of its powers;
- 9.2. the obligations contained in this Deed are covenants for the purpose of s.33 of the Local Government (Miscellaneous Provisions) Act 1982.

10. DISCREPANCIES AND PRIORITY

- 10.1. Where there is any discrepancy between this Deed and the s106 Agreement the S106 Agreement shall take priority.

11. EXCLUSION CLAUSE

- 11.1. The provisions of this Deed shall not be binding nor enforceable against any of the following:
- 11.1.1. Any person who shall exercise a statutory right to buy (including the preserved right to buy) or right to acquire any Rented Unit and their successor in title or chargee;
- 11.1.2. Any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person

appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of an Affordable Housing Provider provided that such party so appointed shall have first complied with the procedure in clause [xx] Schedule [xx] of the S106 Agreement; and

- 11.1.3. Any and all successors in title from the persons specified in clauses 11.1 – 11.2 above.

Execution clause for the
Affordable Housing Provider

The common seal of
HORSHAM DISTRICT COUNCIL
was affixed in the presence of:

Authorised signatory

SCHEDULE 3 – Specimen Deed of Nomination Rights (ctd)

Schedule 1

Plan

SCHEDULE 3 – Specimen Deed of Nomination Rights (ctd)

Schedule 2

Rented Unit Details

[Details to depend on the scheme but will typically include address/plot number, type of property (flat/house), no. bedrooms, no. persons property will accommodate, type of tenure (usually affordable rent), location (ground, first floor etc), any other relevant details such as accessibility details, wet rooms etc]

SCHEDULE 3 – Specimen Deed of Nomination Rights (ctd)

Schedule 3
Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

SCHEDULE 3 – Specimen Deed of Nomination Rights (ctd)

Schedule 3

Specimen Tenancy Agreement

[To be provided by the Affordable Provider]

SCHEDULE 4

Community Land

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

“Estate Charge”	the perpetual yearly variable estate management charge to be imposed on each Dwelling to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with this Schedule.
“LAP Specifications”	the specifications for the LAP to include: • plans, details, specifications and a timetable for provision of the LAP; • details of the surface treatment (grass/hard/linked surface paths/impact absorbing safety surfaces); • details of any earthworks, excavations, construction, drainage; • details of any fencing or materials; • type and size of play equipment; • details and type of any seating; • litter bins; and • signage (type and location); with the LAP Specifications which shall be determined by a Reserved Matters Permission in accordance with this Schedule and managed and maintained in accordance with the Management Plan.
“Local Area for Play”/”LAP”	the local area for play to be provided as part of the Development within the Open Space which shall be determined by a Reserved Matters Approval.
“Management Company”	a limited company or company limited by guarantee which may include a residents management company established by the Owner to carry out the long term management and maintenance of the Managed Land including the LAP (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with the provisions of this Agreement and the Management Plan, 1. whose objectives shall include: a) setting and collecting the Estate Charge; b) ensuring accountability to Occupiers of the Dwellings; AND 2. whose constitution shall be submitted to and approved by the District Council and shall a) facilitate the Owner retaining control of the Management Company until such time it relinquishes that control to members (if applicable); and b) include subsequent body/bodies that take on this responsibility;

“Management Company Structure Scheme”	a scheme that addresses the following in relation to the Management Company: a) details of the proposed constitution of the Management Company which shall be a private company limited by guarantee; b) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land that is managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing; c) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company if the circumstances require on terms to be agreed (including details of how and when such transfer shall take place and how any step-in mechanism shall be triggered, settlement of outstanding management costs prior to transfer and liability for legal costs/ expenses associated with the transfer);
“Managed Land”	the BNG Land and the Open Space (including the SuDs) to be provided as part of the Development which shall be managed by the Management Company in accordance with the Management Plan and Schedules 4 and 5 of this Agreement (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);
“Management Plan”	a detailed written scheme for the ongoing management and maintenance of the Managed Land which shall: a) include a plan showing the boundaries of the Managed Land (such plan may be amended from time to time as the boundaries of the Managed Land change); b) demonstrate full integration of landscape, biodiversity and arboriculture considerations; c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; d) set out the frequency of the maintenance including the management and maintenance of the Open Space (including the LAP and SuDs); e) include measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Management Plan; f) specify the standard of maintenance and repair to be achieved or maintained; g) state how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of costs of the Managed Land; h) state details of the proposed Management Company; i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space

	(including the LAPs and SuDs); j) specify the mechanism which shall be put in place to ensure that the details of the point of contact are publicised to residents of Dwellings, and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 (seven) days of the date of such change; k) take into account the HMMP in relation to the BNG Land
“Open Space”	land in the Development including retained trees, landscaping and public shared space providing areas of: • multifunctional green space including the SuDs; • parks and gardens; • amenity green space; • local area for play (“LAP”); • natural/ semi-natural green space; which shall be determined by a Reserved Matters Permission in accordance with this Schedule and managed and maintained by the Management Company in accordance with the Management Plan and this Schedule (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);
“Open Space Specifications”	the specification for the Open Space or any parts thereof (with the exception of the LAP to which the LAP Specifications shall apply) to be laid out and maintained in accordance with this Agreement and which may include information relating to any of the following as appropriate: • plans, details, specifications and a timetable for provision of the Open Space • approval of boundaries of any areas or parcels of land to be transferred to the Management Company • details of the layout, landscaping and planting • details for topsoil and seeding • details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces) • details of any earthworks, excavations, construction and drainage including the SuDs • details of any fencing or materials • details and type of any seating • litter bins • signage (type and location);
“SuDs”	a sustainable drainage system for the Application Site to be provided within the Open Space

The Owner hereby covenants with the District Council as follows:

2. Open Space

2.1. Prior to Commencement of Development, as part of the Reserved Matters

- Application, to submit the Open Space Specifications, the LAP Specifications and the Management Plan to the District Council for written approval and not to Commence the Development until the District Council has approved the aforesaid in writing, such approval not to be unreasonably delayed or withheld.
- 2.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 75% (seventy-five percent) of the Dwellings in the Development until the Owner has at their own expense:
- 2.2.1 carried out the required works to provide the Open Space in accordance with the Open Space Specifications and the LAP in accordance with the LAP Specifications such that it is ready for use by members of the public to access free of charge in perpetuity thereafter;
- 2.2.2 submitted written notification of completion of the Open Space and the LAP to the Head of Development and Building Control and obtained written confirmation by the Head of Development and Building Control that any approved works to be undertaken in relation to the provision of the Open Space and the LAP and have been completed; and
- 2.2.3 immediately upon receipt of the District Council's written confirmation of completion of the approved works pursuant to 2.2.2 of this Schedule:
- 2.2.3.1 offered in writing to transfer the Managed Land to the Management Company for £1 upon the contractual terms set out in paragraph 2.7 (including its sub paragraphs) of this Schedule and notify the Head of Development and Building Control of the District Council in writing that such an offer has been made; and
- 2.2.3.2 entered into a binding contract for the transfer of the Managed Land for the sum of **£1** to the Management Company, which the Management Company will be required as a successor in title to the Owner to maintain the Managed Land PROVIDED ALWAYS that notice of the entering into a contract shall be given to the District Council within 7 (seven) days of entering a contract and a copy of the binding contract shall be sent with such notice to the District Council.
- 2.3. The Owner shall use its reasonable endeavours to carry out all the works within the timescales set out in the Open Space Specifications and the LAP Specifications referred to in Paragraph 2.2.1 of this Schedule.
- 2.4. If in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works undertaken pursuant to the Open Space Specifications and the LAP Specifications the Head of Development and Building Control shall notify the Owner what the defects consist of within ten (10) Working Days of the Owner's written notice pursuant to paragraph 2.2.2 of this Schedule and the Owner covenants to make good the defects prior to the transfer of the Open Space in accordance with paragraph 2.2.3.2 of this Schedule and the District Council's written confirmation referred to in paragraph 2.2.2 of this Schedule will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owner has complied with its obligation to make good any defects in the works.
- 2.5. The Owner shall at its expense continue to maintain and insure the Open Space, including the LAP, keeping all trees and vegetation at all times cultivated and fed, watered and healthy and shall replace any damaged or dying grass, turf, trees, shrubs and other plants, both for the respective applicable maintenance period and for the period until all the Open Space is transferred in accordance with paragraph 2.2.3.2.
- 2.6. Not to Occupy or cause or allow the Occupation of more than 50% of the Dwellings within the Development until the Owner has paid to the District Council a fee of **£600 (six hundred pounds)** which is based on the current daily rate for the inspection of the works undertaken by the Owner in creating the Open Space.
- 2.7. Not to transfer any parcel of land comprising the Open Space except upon the following terms and conditions unless otherwise agreed between the parties:
- 2.7.1. title shall be deduced in accordance with the Land Registration Act 2002;
- 2.7.2. the parcel(s) of land comprising the Open Space will be transferred free of

any financial charges together with the rights and easements but subject only to the exceptions reservations right easements registered against the title prior to the date of this Agreement and subject also to any easements granted to Statutory Undertaker and purchasers of Dwellings after the date of this Agreement and other matters contained and referred to in the register of title to the Application Site;

- 2.7.3. vacant possession of the parcel of land comprising the Open Space shall be given on the date of the transfer in accordance with the provisions of this Agreement;
- 2.7.4. completion shall take place on the date falling 60 (sixty) Working Days after the date the written offer of transfer is made pursuant to paragraph 2.2.3.1 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owner and the Management Company;
- 2.7.5. the transfer of the Open Space to the Management Company shall be subject to a covenant to comply with the following:
 - 2.7.5.1. that the Open Space shall be made available for the use of the general public free of charge and shall only be used for the purposes of public open space as defined in this Agreement and shall not be used for any trade or business and that and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing children's play facilities or for the maintenance of the Open Space or is required to be carried out by a statutory undertaker;
 - 2.7.5.2. the Owner and the District Council agree that when the Open Space is transferred to the Management Company the Owner shall be entitled to include in the transfer of the title a requirement that the Management Company shall enter into a direct covenant with the Owner (in this case not including the owner/occupiers of the Open Market Units (or their successors in title) or the Affordable Housing Provider (or their successors in title) or owner/occupiers of the Affordable Dwellings (or their successors in title)) to restrict the use of the land in accordance with the restrictions set out in this Agreement.
- 2.8. That the Open Space shall be maintained at all times to the reasonable satisfaction of the District Council in accordance with the Management Plan approved under Paragraph 2.2 of this Schedule together with any amendments or details subsequently approved in writing by the District Council.

3. Management Company

- 3.1. The Owner shall not Occupy or permit the Occupation of any Dwelling until they have:
 - 3.1.1. set up the Management Company in accordance with the provisions set out in this Schedule;
 - 3.1.2. made provision to include in the transfer of the freehold or leasehold sale of each Dwelling a covenant by the purchaser to pay an annual charge as determined by the Management Company for the maintenance of Open Space (and where required any other land which has been transferred or will be transferred to the Management Company in accordance with this Agreement);
 - 3.1.3. agreed not to sell or otherwise deal with any Dwelling without imposing a covenant on the purchaser of such Dwelling to pay an annual charge as determined by the Management Company towards the costs incurred in maintaining and insuring the parcels of land referred to in paragraph 3.1.2 above or parts thereof and any equipment thereon and any ancillary structures;
 - 3.1.4. immediately upon the sale of the first Dwelling to provide the District Council

with copies of the Articles and Memorandum of Association of the Management Company, to include clauses whereby it must accept ownership and full responsibility for the management and maintenance thereafter of the Open Space and a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 3.1.2 above;

- 3.1.5. prior to the First Occupation of any Dwelling on the Development submit for approval to the District Council and gain approval from the District Council to the Management Company Structure Scheme;
- 3.1.6. on approval of the Management Company Structure Scheme the Owner will establish the Management Company in accordance with the approved Management Company Structure Scheme and such Management Company shall be established prior to the date of transfer of any Open Space.

SCHEDULE 5

Biodiversity Net Gain

The Owners' Covenants to the District Council in relation to the Application Site

With the intention of binding the Application Site, and for the purpose of allowing the Development to be delivered, the Owners covenant with the District Council as follows:

1. Interpretation of this Schedule

Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

"Biodiversity Gain Plan"	the plan in the form (or substantially in the form) published by DEFRA, as may be updated from time to time, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule such approval not to be unreasonably delayed or withheld;
"BNG Land"	the land within the Application Site where BNG is to be delivered (excluding any vegetated gardens)
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG;
"BNG Monitoring Contribution"	the sum of £4,176.87 (four thousand, one hundred and seventy-six pounds and eighty-seven pence) to be used to pay the District Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan for the BNG Land as approved by the District Council to be paid by the Owner to the District Council pursuant to this Schedule;
"Biodiversity Net Gain (BNG)"	an increase in biodiversity units within the BNG Land resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development which shall contribute to its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act;
"Breach Notice"	a notice which may be served by the District Council on the Owner pursuant to paragraph 5.1 of this Schedule setting out: a) details of the alleged non-compliance with the HMMP on the BNG Land (the "Breach"); and b) details of the measures to be taken to remediate the Breach on the BNG Land; and the timescales within which the measures to remediate the Breach are to be carried out, following the 20 Working Day period allowed for service of a Breach Response Notice pursuant to paragraph 5.2 of this Schedule;
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the District Council (such confirmation not to be unreasonably delayed or withheld);
"Commencement Notice"	the written notice confirming the Proposed Commencement Date referred to in clause 7.1.1 of this Agreement and served in accordance with clause 7.3;
"Completion Date"	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;

“Completion Date Notice”	written notice from the Owner to the District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 3.3 of this Schedule;
“Habitat Creation and Enhancement Works”	the habitat creation and/ or enhancement works on the BNG Land set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan);
“HMMP/Habitat Management and Monitoring Plan”	the document titled 'Habitat Management and Monitoring Plan' for the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain on the BNG Land, and subsequent management and maintenance thereof, to be prepared in accordance with the approved Biodiversity Gain Plan, to include: a) a non-technical summary; b) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; c) details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; d) the management measures to be put in place to maintain the habitat on the BNG Land in accordance with the approved Biodiversity Gain Plan from the issue of the Certificate of Completion for a period of 30 years after the date of Practical Completion of the Development; and e) the monitoring methodology and frequency in respect of the created or enhanced habitat, to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following first Occupation of the Development; to be completed and submitted to the District Council for approval in writing in accordance with this Schedule;
“Monitoring Report”	the monitoring reports to be issued to the District Council as specified in the HMMP
“Practical Completion of the Development”	Occupation of the final Dwelling.
“Proposed Commencement Date”	the date on which the Developer intends to Commence Development.

2. BNG Monitoring Contributions

- 2.1. To pay the BNG Monitoring Contribution in full to the District Council within 10 (ten) Working Days of the Commencement Date.

3. Biodiversity Gain Plan and HMMP

- 3.1. To submit the Biodiversity Gain Plan and the HMMP to the District Council for its approval in writing prior to the Commencement of Development;
- 3.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the District Council (such approval not to be unreasonably delayed or withheld);

- 3.3. To issue the Completion Date Notice to the District Council within 10 (ten) Working Days of the anticipated date of completion of the Habitat Creation and Enhancement Works;
- 3.4. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the District Council following receipt of the Completion Date Notice and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the District Council issues a Certificate of Completion;
- 3.5. Not to Occupy more than 50% of the Dwellings comprised within the Development until the Habitat Creation and Enhancement Works on the BNG Land set out within the HMMP have been completed in full and the District Council has issued a Certificate of Completion (not to be unreasonably withheld or delayed);
- 3.6. To ensure that the Habitat Creation and Enhancement Works set out in the HMMP are retained and maintained from the Completion Date until the 30th anniversary of the date of issue of the Certificate of Completion or Practical Completion of the Development whichever occurs later;
- 3.7. To provide a Monitoring Report to the District Council within 20 (twenty) Working Days of each Monitoring Report date specified in the HMMP;
- 3.8. To notify the District Council of any requested amendment to the HMMP, such notice to be accompanied by:
 - 3.8.1. the proposed amended HMMP;
 - 3.8.2. a statement of reasons for such amendment; and
 - 3.8.3. confirmation (with reasons) that the amendment would not prejudice:
 - 3.8.3.1. the use or management of the BNG Land in a manner consistent with its function to deliver Biodiversity Net Gain; and
 - 3.8.3.2. the continued functioning of the BNG Land for BNG

4. Access for Inspection

- 4.1. From the Commencement Date and without charge, to allow the District Council, its agents, and/ or contractors, with or without workmen and/ or equipment to:
 - 4.1.1. enter onto the part of the BNG Land necessary for monitoring compliance with:
 - 4.1.1.1. the obligations in this Agreement;
 - 4.1.1.2. any Breach Notice; and
 - 4.1.2. pass and repass across any land in the Owner's control forming part of the Application Site as is reasonably necessary for gaining access to the BNG Land subject to the District Council providing the Owner with a minimum of 5 (five) Working Days' notice of its desire to enter onto the BNG Land, and the District Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owner and/or their appointed contractors.

5. Breach Notice and Step-In Rights

- 5.1. Where the District Council believes that the HMMP has not been complied with in relation to the BNG Land, it may serve a Breach Notice on the Owner.
- 5.2. To notify the District Council within 20 (twenty) Working Days of service of a Breach Notice whether the Owner accepts the Breach Notice or disputes the Breach Notice in whole or in part ("**Breach Response Notice**").
- 5.3. Where a Breach Notice is disputed:
 - 5.3.1. to include a reasoned response in the Breach Response Notice; and
 - 5.3.2. to make reasonable endeavours to resolve the measures in dispute with the District Council; and
 - 5.3.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.3.2 (above) within 20 (twenty) Working Days of the date of service

of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

- 5.4. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid), to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the District Council in writing).
- 5.5. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 5.3.3 within the time limits specified in the Expert's determination.
- 5.6. Where the Owners have failed to comply with a time limit of the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the District Council, its agents, and contractors with or without workmen and/ or equipment to enter:
 - 5.6.1. any part of the BNG Land that is necessary for the carrying out the steps set out in the Breach Notice; and
 - 5.6.2. any other land in the Owner's control necessary to access the BNG Land,PROVIDED THAT that the notice and health and safety requirements specified in paragraph 4 are complied with.
- 5.7. To pay the District Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph 5.6 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).
- 5.8. In default of payment of a sum falling due to the District Council in whole or in part pursuant to paragraph 5.7 of this Schedule, the District Council shall be entitled to recoup its costs (together with Interest from the date the payment became due) from the Owner or its successors in title and may secure the same by registering a charge or restriction on the title of the BNG Land at HM Land Registry.

6. Restriction on alienation of any part of the Application and BNG Site

- 6.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the BNG Land, or any part of it, without first providing a surety, performance bond or similar (to be agreed with the District Council) to guarantee the cost of carrying out the BNG obligations secured by this Schedule of this Agreement to include any legal or administration costs associated with the carrying out of those obligations pursuant to a Breach Notice by or on behalf of the District Council PROVIDED THAT this paragraph 6.1 shall not apply to a sale, lease, assignment, underletting, transfer or disposal:
 - 6.1.1 to a Management Company; or
 - 6.1.2 to a developer or purchaser of the Application Site or any part of it prior to Commencement of Development
- 6.2 To consent to the entering of the following restriction on the BNG Land at HM Land Registry following the registration of a transfer pursuant to paragraph 6.1 above:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number WSX423429 or a conveyancer that the provisions of paragraph [6.1] of Schedule [5] of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between 1) Lady Louise Iona Campbell; 2) Miller Homes Limited; 3 West Sussex County Council and 4) Horsham District Council dated [] have been complied with or do not apply to the disposition".

- 6.3 The requirement of paragraph 6.2 shall cease to have effect on the date of 30 years after the later of the 30th anniversary of the date of issue of the Certificate of Completion OR Practical Completion of the Development whichever is the later AND for the avoidance of doubt it shall be permitted to remove any restriction on title previously imposed pursuant to paragraph 6.2 from that date onwards.

SCHEDULE 6

Travel Plan

1. The Owner hereby covenants with the County Council that upon Commencement of Development the Owner shall pay to the County Council the Travel Plan Monitoring Fee, Index Linked.
2. To submit the Travel Plan for approval prior to Occupation.
3. Not to Occupy the Development unless a Travel Plan Co-ordinator has been appointed. The Owners shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.
4. Upon first Occupation the Owners shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owners and the County Council (in writing) that there is no need for a Travel Plan.

Schedule 7
County Council Obligations

1. The County Council is authorised to and will apply the Travel Plan Monitoring Fee to monitoring the Travel Plan over the lifetime of the Development.

ANNEX 1
TRAVEL PLAN



CAMPSFIELD, SOUTHWATER

FRAMEWORK TRAVEL PLAN

December 2024

Miller Homes

RESIDENTIAL DEVELOPMENT
CAMPSFIELD
SOUTHWATER

FRAMEWORK TRAVEL PLAN

CONTROLLED DOCUMENT

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RESIDENTIAL DEVELOPMENT
CAMPSFIELD
SOUTHWATER

FRAMEWORK TRAVEL PLAN

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Appendix D – Example Resident Survey

1. INTRODUCTION

- 1.1 This Framework Travel Plan (FTP) has been prepared by Paul Basham Associates on behalf of Miller Homes to support an Outline planning application with all matters reserved (except access) for a residential development, comprising of up to 82 units at Campsfield, Southwater. The site location is shown in **Figure 1**, with the site layout included in **Appendix A**.

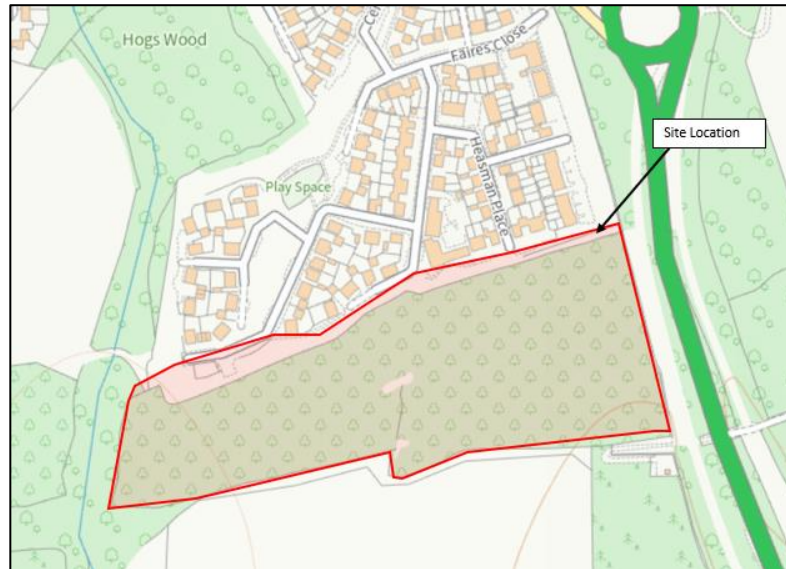


Figure 1: Site Location

- 1.2 The site is located to the west of the A24, with Mulberry Fields residential development (planning ref: DC/14/2582) directly north of the site. To the south of the site is the Public Footpath 2804, which travels east-west along the southern site boundary. The site will be accessed through Mulberry Fields development and onto the existing Centenary Road/Mill Straight/Roman Lane/Mill Straight roundabout (to be referred to as the Mill Straight Roundabout in the remainder of this report).
- 1.3 In addition to this FTP, a Transport Assessment (TA) has been prepared, outlining the anticipated impacts of the development in relation to transportation and highways. Therefore, this report should be read in conjunction with that document.
- 1.4 This report also reflects the approved Travel Plan and monitoring strategy that was implemented for Mulberry Fields, to ensure a similar approach is undertaken for this site.

Purpose of the Travel Plan

- 1.5 A Travel Plan (TP) is a strategy for managing travel demand to a development site by addressing the travel needs of its future users, reducing the impact of car travel by promoting and facilitating the use of sustainable modes of transport, encouraging a reduced need to travel and increasing sustainable

travel practices where appropriate. This FTP supports access to a full range of local facilities and activities for future site users, whilst encouraging good design principles and working with the local community.

- 1.6 A TP is an evolving process initiated by a front-loading exercise through site visits, the completion of a TP, and frequent meetings and conversations between its authors (Paul Basham Associates), the client (Miller Homes) and the Local Authorities (West Sussex County Council). As such this FTP will develop over time following feedback received from monitoring exercises, local developments in sustainable transport and other external factors.

Travel Plan Principles

- 1.7 A successful TP must follow a set of principles to be determined acceptable and create a sustainable development. This TP therefore aims to demonstrate that there are sustainable local travel options available, and measures proposed, along with an implementation and monitoring strategy.

Travel Plan Structure and Approach

- 1.8 This TP will follow the following structure:
- Chapter 2 – Travel Plan Policy
 - Chapter 3 – Existing Conditions and Local Accessibility
 - Chapter 4 – Proposed Development
 - Chapter 5 – Indicative Baseline and Targets
 - Chapter 6 – Travel Plan Strategy
 - Chapter 7 – Implementation and Monitoring

2. TRAVEL PLAN POLICY

2.1 This FTP has been produced in accordance with relevant national, regional and local policy. For reference this includes:

- National Planning Policy Framework (NPPF);
- Horsham District Planning Framework (excluding South Downs National Park) November 2015
- Horsham District Local Plan 2023-2040 (Regulation 19) (Emerging)
- West Sussex Transport Plan (LTP4) 2022-2036:
 - West Sussex Walking and Cycling Strategy 2016-2026; and
 - West Sussex Walking and Cycling Strategy (2016-2036);

National Planning Policy Framework (NPPF)

2.2 The NPPF (December 2024) acts as the central guidance for development planning. As defined in NPPF Annex 2: Glossary, a Travel Plan is '*a long-term management strategy for an organisation or site that seeks to deliver sustainable transport objectives and is regularly reviewed*' and is a requirement for developments which generate a significant amount of movement. The following NPPF paragraphs are relevant to the Travel Plan:

Transport issues should be considered from the earliest stages of plan-making and development proposals, using a vision-led approach to identify transport solutions that deliver well-designed, sustainable and popular places. This should involve:

- a) making transport considerations an important part of early engagement with local communities;*
- b) ensuring patterns of movement, streets, parking and other transport considerations are integral to the design of schemes, and contribute to making high quality places;*
- c) understanding and addressing the potential impacts of development on transport networks;*
- d) realising opportunities from existing or proposed transport infrastructure, and changing transport technology and usage – for example in relation to the scale, location or density of development that can be accommodated;*
- e) identifying and pursuing opportunities to promote walking, cycling and public transport use; and*
- f) identifying, assessing and taking into account the environmental impacts of traffic and transport infrastructure – including appropriate opportunities for avoiding and mitigating any adverse effects, and for net environmental gains.*

(NPPF Para.109)

The planning system should actively manage patterns of growth in support of these objectives. Significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes. This can help to reduce congestion and emissions and improve air quality and public health. However, opportunities to maximise sustainable transport solutions will vary between urban and rural areas, and this should be taken into account in both plan-making and decision-making

(NPPF Para.110)

All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a vision-led transport statement or transport assessment so that the likely impacts of the proposal can be assessed and monitored.

(NPPF Para. 118)

Horsham District Planning Framework (excluding South Downs National Park) November 2015

- 2.3 Horsham District Planning Framework provided the overview and objectives for the district with the key objective themes including economic prosperity, high quality of life, opportunities for all, valued natural and historic environment and a green sustainable place. It is noted within this document that a Travel Plan Strategy should provide measures to encourage new residents to minimise trips via car, which this FTP will reflect. The key policies relevant to the TP are provided below:

Policy 40 Sustainable Transport

There is commitment to developing an integrated community connected by a sustainable transport system. In order to manage the anticipated growth in demand for travel, development proposals which promote an improved and integrated transport network, with a re-balancing in favour of non-car modes as a means of access to jobs, homes, services and facilities, will be encouraged and supported. Development will be supported if it:

- 1. Is appropriate and in scale to the existing transport infrastructure, including public transport.*
- 2. Maintains and improves the existing transport system (road, rail, cycle).*
- 3. Is integrated with the wider network of routes, including public rights of way and cycle paths.*
- 4. Includes opportunities for sustainable transport which reduce the need for major infrastructure and cut carbon emissions.*
- 5. Is located in areas where there are, or will be a choice in the modes of transport available.*
- 6. Minimises the distance people need to travel and minimises conflicts between traffic, cyclists and pedestrians.*
- 7. Delivers better local bus and rail services in partnership with operators and increasing opportunities for interchange between the public transport network and all other modes of transport.*
- 8. Develops innovative and adaptable approaches to public transport in the rural areas of the district.*
- 9. Provides safe and suitable access for all vehicles, pedestrians, cyclists, horses riders, public transport and the delivery of goods.*
- 10. Is accompanied by an agreed Green Travel Plan where it is necessary to minimise a potentially significant impact of the development on the wider area or as a result of needing to address an existing local traffic problem.*

Policy 42 Strategic Policy: Inclusive Communities

Positive measures which help create a socially inclusive and adaptable environment for a range of occupiers and users to meet their long term needs will be encouraged and supported. Particular account will be taken of the need to address the requirements stemming from:

- 1. The needs of an ageing population, particularly in terms of housing and health;*
- 2. People with additional needs, including the disabled or those with learning disabilities;*
- 3. The requirements of rural workers or essential workers in rural areas;*
- 4. The co-ordination of services to fulfil the needs of young people;*
- 5. The specific needs of minority groups within the district, including Gypsies and Travellers; and*
- 6. The specific needs of faith and other community groups.*

Policy 43 Community Facilities, Leisure and Recreation

- 1. The provision of new or improved community facilities or services will be supported, particularly where they meet the identified needs of local communities as indicated in the current Sport, Open Space and Recreation Study and other relevant studies, or contribute to the provision of Green Infrastructure.*
- 2. In addition to supporting facilities or services located in accordance with the Development Hierarchy and Strategic Development locations, sites located outside built-up areas will be supported where this is the only practicable option and where a suitable site well-related to an existing settlement exists.*
- 3. Proposals that would result in the loss of sites and premises currently or last used for the provision of community facilities or services, leisure or cultural activities for the community will be resisted unless equally usable facilities can be conveniently provided nearby. It will be necessary to demonstrate that continued use of a community facility or service is no longer feasible, taking into account factors such as; appropriate marketing, the demand for the use of the site or premises, its*

quality and usability, and the identification of a potential future occupier. Where it cannot be demonstrated that such a loss is surplus to requirements, a loss may be considered acceptable provided that:

- a. an alternative facility of equivalent or better quality and scale to meet community needs is available, or will be provided at an equally accessible location within the vicinity; or
- b. a significant enhancement to the nature and quality of an existing facility will result from the redevelopment for alternative uses on an appropriate proportion of the site.

Horsham District Local Plan 2023-2040 (Regulation 19) (Emerging)

- 2.4 Horsham District Local Plan has been prepared as the main document for Horsham District for planning outside of the South Downs National Park. It is currently progressing through the approval process however has been reviewed to understand the expected focus of the District in future years.
- 2.5 By 2040 non-car-based transport including walking, cycling and community transport services are prioritised to help reduce the reliance on private motorised vehicles and contribute to low carbon-based futures and healthy lifestyles. The key policy objectives are:

Strategic Policy 24: Sustainable Transport

1. Development will be supported provided the following is demonstrated:

- a) For residential development, the need for travel is minimised through provision in all homes for home working, including bespoke-design space within the home and gigabit capable broadband connection;
- b) The layout, design and location of facilities and infrastructure prioritise the ability of residents and workers to safely and conveniently walk and cycle to meet their day-to-day work, shopping and leisure needs;
- c) Walking and cycling routes are designed to be safe, attractive, direct and legible, have priority over motorised traffic, and integrated with the existing and wider network;
- d) Where feasible, provision is made for bus travel and infrastructure within the development, to include as appropriate the provision or improvement of bus stops and weather-proof shelters, information on service schedules, and bus priority over other motorised traffic movement; 90
- e) All opportunities have been explored to maximise access to passenger rail services, primarily by walking, cycling and bus, but if appropriate by private car including the enhancement of rail station car parking where feasible;
- f) Innovative approaches to sustainable movement and communication are fully considered, including demand responsive rural transport services where scheduled services are not feasible, on-demand cycle, e-cycle and scooter hire, and electric bus.

2. Development will be supported where it demonstrates how the priorities and principles set out in the National Model Design Code, West Sussex Transport Plan 2022-36, LTN120, Cycle Infrastructure design, and Local Cycling & Walking Infrastructure Plans (LCWIPs), or any subsequent updates have been adhered to. The design of these facilities must be in accordance with the National Design Guide and the National Model Design code or any subsequent updates.

3. Proposals for major development shall be accompanied by a transport assessment or statement. Where the potential impact of the development on the network is deemed to be significant, or as a result of needing to address an existing local traffic problem, a Travel Plan will need to be prepared. These should prioritise active travel, followed by public transport, and should be prepared in line with advice from the Local Highway Authority.

Strategic Policy 27: Inclusive Communities, Health and Wellbeing

1. Development proposals must take positive measures to create socially inclusive and adaptable environments to meet the long-term needs of a range of occupiers and users and to ensure they support mixed, sustainable communities.

2. New development must be designed to achieve healthy, inclusive and safe places, which enable and support healthy lifestyles and address health and wellbeing needs. It should be designed with mental and physical wellbeing in mind and seek to minimise the negative health impacts arising from development. Proposals will be supported provided that they address requirements stemming from:

- a) The needs of an ageing population, particularly in terms of accommodation and health;
- b) The requirements of people with additional needs including sensory or mobility difficulties, including the physically disabled and/or those with learning disabilities, and support Horsham's status as a dementia-friendly District;
- c) The requirements of rural workers or essential workers in rural areas;
- d) The co-ordination of services to fulfil the needs of children and young people, taking account of any evidenced requirements, such as (but not restricted to) those for girls and boys, mental health and disability access;
- e) The specific needs of minority groups within the District, including Gypsies and Travellers;

- f) The specific needs of faith and other community groups; and*
- g) The need to protect and enhance existing community facilities, services and open spaces, and/or to provide new facilities to meet the needs of existing and new communities.*
- 3. Development proposals should demonstrate consideration of the following:*
 - a) How design and layout will promote active transport (such as walking and cycling) to local services and facilities, including public transport hubs;*
 - b) How the development will incorporate measures for climate change mitigation and adaptation to reduce health risks to future users;*
 - c) Access to green space, community facilities, services and healthy food; and*
 - d) Best practice and relevant, up to date national or local guidance on delivery of development which supports health and wellbeing*

2.6 At present the emerging plan is undergoing examination by an Inspector appointed by the Secretary of State. With a number of unresolved objections to the plan at present, the emerging policies of the plan can only be given limited weight.

West Sussex County Council Transport Plan (LTP4) 2022-2036

2.7 The West Sussex Transport Plan 2022 to 2036 was adopted in April 2022 and sets how the County Council intends to address key challenges by improving, maintain and managing the transport network in the period up to 2036. The plan contains various themes and strategies intended to deliver the plan's objectives covering the following four themes:

- Prosperous West Sussex;
- Healthy West Sussex;
- Protected West Sussex; and
- Connected West Sussex

2.8 West Sussex Transport Plan (LTP4) 2022-2036 sets out West Sussex's transport strategy and identifies a range of policy objectives, which are:

- Promoting economic growth;
- Tackling climate change;
- Providing access to services, employment and housing;
- Encouraging shared and public transport; and
- Improving safety, security and health.

2.9 The aim is for the transport network to be on the path to achieve net zero carbon emissions by 2050.

West Sussex Walking and Cycling Strategy – 2016-2026

2.10 In 2016, WSCC introduced the West Sussex Walking and Cycling Strategy which ‘is designed to complement the Government’s emerging Cycling and Walking Investment Strategy and sets out the County Council’s aims and objectives for walking and cycling together with [the] priorities for investment in infrastructure improvements’.

2.11 West Sussex Walking and Cycling Strategy (2016-2026) contains a prioritised list of over 300 potential walking and cycling improvement suggestions.

2.12 The key objectives of the strategy are:

- To ensure that cycling and walking are recognised as important travel modes and therefore part of the transport mix.
- To make cycling and walking the natural choice for shorter journeys (such as journeys to school), or as part of a longer journey.
- To reduce the number of cyclists and pedestrians that are killed or seriously injured on our roads.
- To support economic development by facilitating travel to work and services without a car.
- To reduce congestion and pollution by encouraging and enabling people to travel without a car.
- To increase levels of physical activity to help to improve physical health.
- To help to maintain good mental health and staying independent later in life.
- To increase the vitality of communities by improving access by bicycle and on foot.
- To help people to access rural areas and enjoy walking and cycling.

Department for Transport Circular 01/2022

2.13 The Department for Transport released a new document entitled ‘Strategic road network and the delivery of sustainable development (December 2022)’, known as DfT Circular 01/2022. This document outlines the iterative process and evidence-based requirement to assess trip generation in relation to the sites which are located in the vicinity of the Strategic Road Network. Along with National Highways engagement with the planning system and its responsibility to be a delivery partner for sustainable economic growth, whilst maintain managing and operating a safe and efficient strategic road network.

New development should be facilitating a reduction in the need to travel by private car and focused on locations that are or can be made sustainable. In this regard, recent research on the location of development found that walking times between new homes and a range of key amenities regularly exceeded 30 minutes, reinforcing car dependency. Developments in the right places and served by the right sustainable infrastructure delivered alongside or ahead of occupancy must be a key consideration when planning for growth in all local authority areas.

(Paragraph 12)

Successful development depends upon a movement network that makes connections to destinations, places and communities, both within the site and beyond its boundaries. The company will support development promoters and local authorities in applying the principles of Manual for Streets, the National Design Guide on Movement, inclusive mobility and local transport note 1/20 to ensure priority is given to pedestrian and cycle movements, and that well-considered parking, servicing and utilities infrastructure for all users is incorporated into development proposals.

(Paragraph 17)

- 2.14 This TP has been written in accordance with the above policies to meet the sustainable requirements for new developments within WSCC and increase the modal share of alternative transport options for the benefit of the proposed development and wider community.

3. EXISTING SITE CONDITIONS AND LOCAL ACCESSIBILITY

Site Location

- 3.1 The application site is currently a tree plantation site and is located approximately 2km southeast of Southwater Village Centre. To the north, the site is bordered by the existing Mulberry Fields residential development, to the east by the A24, and to the south/west by greenfield. The existing conditions for the site are shown in **Photograph 1-2**.



Photograph 1: Proposed Site Access location onto Centenary Road (Taken from Mulberry Fields)



Photograph 2: Existing Tree Plantation Site Along Southern Site Frontage (Taken from Mulberry Fields)

Local Road Network

- 3.2 The site is located on land to the west of Mill Straight; an arterial route connecting Southwater to the A24. The A24 is a two-lane dual carriageway, subject to national speed limit (70mph). It provides a north-south route between Clapham and Worthing, with lighting provided along the route.

- 3.3 Mill Straight provides a route between the A24 and Worthing Road in an east to west alignment. The road is subject to a 40mph speed limit, which reduces from national speed limit (70mph) after exiting the A24 roundabout to 40mph. The carriageway accommodates for two-way single lane traffic, which forms two lanes near the A24 roundabout. Footways are provided on both sides of the carriageway and terminate to the east, heading towards the A24. To the west footways measure c.2m in width and provide a direct route to local bus stops and pedestrian crossings.
- 3.4 Mill Straight Roundabout provides a route to Mill Straight North/ Roman Lane/ Mill Straight South and Mulberry Fields. Mulberry Fields is accessed via Centenary Road, off the western arm of the roundabout, and is subject to a 30mph speed limit, indicated by the street lighting along the carriageway. A footway is provided on both sides of the access measuring c.2m in width, with a 3m shared footway/cycleway provided through Mulberry Fields to the north of the roundabout access. The footway/cycleway provides connection to the toucan crossing on Mill Straight to the north of the Mulberry Fields access.

Local Facilities

- 3.5 The site is situated in an accessible location, with Southwater offering a range of facilities and amenities, as summarised in **Table 1**. The walking times have been based on 80 metres per minute, while the cycle times account for 250 metres per minute. With an 'Accessibility Isochrone Map' showing amenities up to 5km from the site, which is included in **Appendix B**.

Amenity	Distance from Site Access	Walking Time (80m per minute)	Cycle Time (250m per minute)
Bus Stops (Cripplegate Corner)	650m	8 minutes	3 minutes
Southwater Country Park	1km	12.5 minutes	4 minutes
Dinosaur Island Playground	1.5km	19 minutes	6 minutes
The Village Surgery	2km	25 minutes	8 minutes
Boots Pharmacy	2km	25 minutes	8 minutes
Southwater Library	2km	25 minutes	8 minutes
Local shops and restaurants (inc. Dominoes, The Little Tea House, The Lintot)	2km	25 minutes	8 minutes
Southwater Village Hall	2km	25 minutes	8 minutes
Co-op	2km	25 minutes	8 minutes
The Topsy Fox	2km	25 minutes	8 minutes
Dog Walking field	2.5km	32 minutes	10 minutes
Holy Innocents Parish Church	2.5km	32 minutes	10 minutes
Southwater Sports Club	2.5km	32 minutes	10 minutes
Southwater Infant Academy	2.5km	32 minutes	10 minutes
Texaco (Petrol Station)	2.5km	32 minutes	10 minutes
Southwater Junior Academy	2.5km	32 minutes	10 minutes
Castlewood Primary School	3km	37.5 minutes	12 minutes
Christ Hospital Train Station	6km	-	24 minutes

Horsham	7km	-	28 minutes
Horsham Train Station	8km	-	32 minutes

Table 1: Local Amenities and Facilities

- 3.6 **Table 1** shows the site is located in an accessible area, with Horsham being under a 30-minute cycle whereby further amenities and facilities are provided.
- 3.7 The Chartered Institution of Highways and Transportation's (CIHT) 'Planning for Walking' (April 2015) document identifies that the average length of pedestrian journeys is 1.37km (c.17 minutes) (page 7). **Table 1** shows that a range of local amenities and facilities come within this threshold, and therefore, the development provides a good opportunity to promote journeys by walking and other sustainable modes of travel.

Pedestrian Network

- 3.8 Footways are provided on both sides of Mill Straight near the site frontage of Mulberry Fields which terminate to the east near the A24. To the west the footway continues on both sides of the carriageway and provides a direct connection to the nearest bus stops know as Cripplegate Corner. The footways measure c.2m in width and are accompanied by dropped kerbs and tactile paving at crossing locations. An example of this is shown in **Photograph 3**.



Photograph 3: Pedestrian Crossing on Mill Straight

- 3.9 A signalised toucan crossing is also provided to the west of the site on Mill Straight, allowing the safe crossing of pedestrians and cyclists on Mill Straight whilst also providing a route onto further footways and the Public Rights of Way network. This is shown in **Photograph 4**.

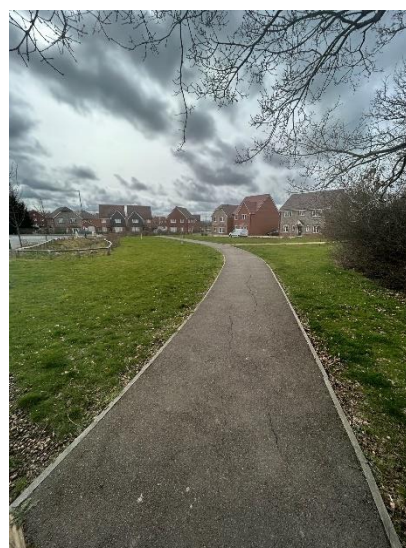


Photograph 4: Signalised Crossing on Mill Straight

- 3.10 Within the Mulberry Fields development footways of 2m wide are also provided throughout the development, A 3m footway/cycleway is also provided within Mulberry Fields, as aforementioned, to the north of Mill Straight Roundabout, which provides a connection to the toucan crossing noted above and PRoW on Mill Straight. This includes a link to PRoW 1688, which travels east-west along the northern boundary of the site. These would provide residents of Campsfield with direct pedestrian links to the wider area and were considered acceptable as part of the Mulberry Fields development application. Examples of the shared footway/cycleway is shown in **Photograph 5-6**, with footway conditions on Mill Straight shown in **Photograph 7**.



Photograph 5 Shared Footway/Cycleway connection leading onto Mill Straight



Photograph 6: Conditions of the Shared Footway/Cycleway within Mulberry Fields



Photograph 7: Footway in Mulberry Fields Development

Public Rights of Way (PROW)

- 3.11 As aforementioned, a number of PROW routes are located within the vicinity of the site. PROW 1688 runs parallel to the northern boundary of the Mulberry Fields development, and PROW 2804 runs parallel to southern edge of the proposed Campsfield development. Southwater Country Park provides a route for PROW 1679, and an easy access trail within the park. Bridleway 3573 can be access from the toucan crossing on Mill Straight and connects to the long-distance trail/bridleway known as the Downs Link (and is also National Cycle Route 223). These routes are shown in **Figure 2**.

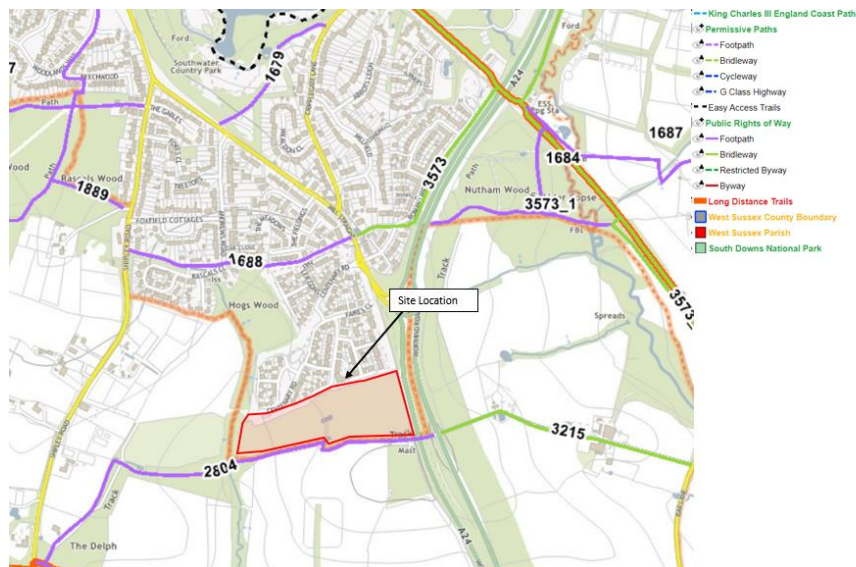


Figure 2: Public Rights of Way (PROW) in the vicinity of the site

Cycle Network

- 3.12 There are number of local cycle routes surrounding the site. From the entrance on Centenary Road the site is located within a 4-minute cycle from Southwater Country Park. From here there are a number of cycle routes available. Whilst from the toucan crossing residents can use Bridleway 3573 to connect to the Downs Link (and is also National Cycle Route 223). Furthermore, the local roads are considered suitable for cyclists due to their low speeds and gentle topography.
- 3.13 As aforementioned, the site is situated in close proximity to National Cycle Route (NCR) 223/The Downs Link. This is shown in **Figure 3**.

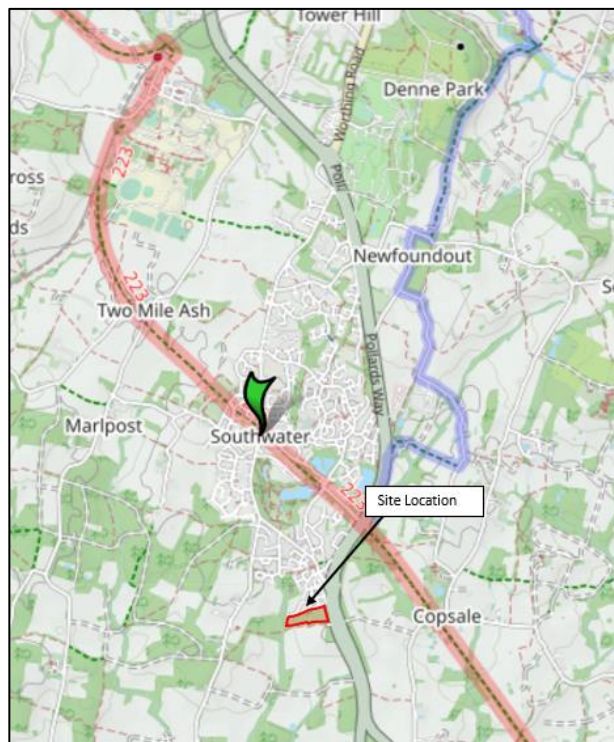


Figure 3: Cycle facilities located within the vicinity of the site

- 3.14 As shown in Figure 3, NCR 223 can be accessed to the north of the site, providing a route between Chertsey and Shoreham by Sea. The route is part of the Downs Link between Guildford and Shoreham by Sea. In addition, the route also provides a connection to key locations within the area including Christ's Hospital, Slinfold and West Grinstead.

Public Transport Provision

Bus Network

- 3.15 Cripplegate Corner bus stop is the closest stop (650m/ 8-minute walk north from the site on Mill Straight). The bus stop operates in a both northbound and southbound direction, with service provided by Metrobus and Sussex Coaches. The services include: 23, 98, 398, 626 and 621 services. The 98 has a 15-minute frequency and operates a looped service to Littlehaven, with route 23 providing an hourly service between Crawley and Worthing.

Service	Route	Operator	Frequency		
			Monday-Friday	Saturday	Sunday & Bank Holidays
98	Southwater – Horsham - Roffey	Metrobus	Every 15 minutes	Every 15 minutes	Every 30 minutes
23	Crawley – Horsham – Worthing	Metrobus	Every 30 minutes	Every 30 minutes	Every 2 hours
398 (SDO)	Southwater – Horsham – Crawley	Metrobus	07:35/16:36	-	-
621/626 (SDO)	Southwater – Tanbridge House School	Sussex Coaches	08:05/16:00	-	-
668 (SDO)	Southwater- Broadbridge Heath-Forest School	Sussex Coaches	07:32/15:40	-	-
			07:43/15:40		
690 (SDO)	Southwater – Horsham Schools	Metrobus			

Table 2: Bus Services (Summary of Local Bus Services (SDO)= School Day's Only)

- 3.16 **Table 2** shows regular services from the nearby bus stop and provides good opportunity to encourage sustainable travel by bus. Services to Horsham Railway Station take around 25 minutes, with services available every 15-20 minutes on either the 23 or 98 service. It is therefore considered that this would be an attractive service for residents travelling into Horsham.

Rail Network

- 3.17 Christ's Hospital Railway Station is located 3.7km from the site and is on the London Victoria – Bognor Regis line. In addition, Horsham Railway Station is located 7.6km from the site which receives more frequent services. As shown in **Table 1**, the stations exceed walking distances but are within an attractive cycling distance. There are also bus services, as aforementioned, which provide connections to Horsham.

- 3.18 A cycle journey to Horsham Railway Station takes approximately 30 minutes. While bus journeys to Horsham Railway Station take approximately 25 minutes, with a frequency of every 15-20 minutes on either the 23 or 98 service from Cripplegate Corner bus stop.

Summary

- 3.19 It is evident the site is in an accessible location, offering connections to frequent public transport services, as well as good quality cycle and pedestrian routes. Therefore, the site is in an excellent location for promoting sustainable travel. It should also be noted that the accessibility of the site was accessed and considered to be acceptable as part of the Mulberry Fields application (planning ref: DC/14/2582).

4. PROPOSED DEVELOPMENT

- 4.1 This FTP supports the Outline application for up to 82 residential units. A proportion of this will be affordable housing with further details on the quantum and tenure of units provided within a future Reserved Matters application.

Vehicle Access Arrangements

- 4.2 The proposed development would be accessed via the neighbouring Mulberry Fields development with vehicles utilising Centenary Road to reach the wider highway network via the western arm of the Mill Straight Roundabout.
- 4.3 Within Mulberry Fields access is proposed from the southern extent of Centenary Road. This will see the existing turning head extended south into the site to serve the development, whilst the access will be designed as a bellmouth arrangement. The existing access (turning head) at present measures c.5m which will widen to c.5.5m in width upon approach into the proposed site.
- 4.4 The bellmouth arrangement will then be supported by 6m radii and 2m footways on both sides of the carriageway that connect into the provision afforded within Mulberry Fields.
- 4.5 Visibility splays at the access have been produced in line with Manual for Streets guidance for a 30mph speed limit in line with the internal speed limit of Centenary Road. Visibility splays from the access appear to be achievable to 2.4m x 43m in the primary direction and to 2.4m x 22m in the secondary direction, reflecting the end of the carriageway.
- 4.6 Tracking of the access has also been undertaken for a car, refuse vehicle and fire tender.

Pedestrian and Cycle Access Arrangements

- 4.7 A 2m footway is currently provided on both sides of the site access location, currently accompanied by tactile paving and dropped kerbs. It is proposed that the existing footways would be extended into the site on both sides of the access road. This supports connections to the Mulberry Fields development and in turn the wider pedestrian network.
- 4.8 As aforementioned the Mulberry Fields Development provides a 3m shared footway/cycleway, which could be utilised by residents of the proposed site. It is also attractive for cyclists to cycle on the carriageway of Centenary Road to connect to the exiting footway/cycleway due to the residential nature of the road.

Car Parking Provision

- 4.9 Whilst this is an Outline application West Sussex County Council Guidance on Parking at New Developments (September 2020) has been referred to for the car and cycle parking requirements and has been used to inform the site's masterplan.
- 4.10 The site is located within PBZ2, and parking will be provided in line with standards for this zone. Electric charging points will be provided in line with Building Regulations Part S. The details of parking would however be determined at the Reserved Matters stage.

Cycle Parking Provision

- 4.11 West Sussex County Council Guidance on Parking at New Developments (September 2020) states that the development should provide 1 cycle space for 1 & 2 bedrooms, and 2 cycle spaces for 3+ bedrooms. Cycle parking will be provided in line with these standards, with further details provided at the Reserved Matters stage.

Servicing and Refuse Arrangements

- 4.12 Servicing would be fully accommodated within the development and tracking would be undertaken confirming the arrangements at the Reserved Matters stage.

Physical Measures to facilitate use of Sustainable Transport.

- 4.13 Internal infrastructure including footways and shared surfaces will be provided, allowing for connection between Mill Straight and PRow routes. The exact details of the internal layout and the connections for pedestrians/cyclists would be confirmed at the Reserved Matter stage.

5. INDICATIVE BASELINE AND TARGETS

Travel Plan Aim

5.1 The overall aim of the TP is:

to support a sustainable development by reducing the need for vehicle trips through highlighting and promoting the use of more sustainable travel methods.

Travel Plan Objectives

5.2 Specific to this FTP, the objectives are:

- To reduce vehicle trips and their subsequent impact on the local road network;
- Maximise the opportunities for travel by alternative means;
- Promote pedestrian and cycle routes both on and off-site;
- Promote local public transport; and
- Ensure safe and easy access for all site users

5.3 Meeting these objectives will help achieve a development that has a high standard of sustainable travel practices and a decreased reliance on the private car, thus reducing the impact of car travel on the local road network.

Baseline Travel Patterns

5.4 Before setting specific targets, understanding how residents currently travel is essential. Using Mulberry Fields TRICS SAM survey undertaken in 2022 as part of the TPC works for the site, (details of which can be found at **Appendix C**) to set targets based on a 10% reduction of car trips over a 12-hour period. The baseline modal splits are presented in **Table 3** whilst **Table 4** summarises the vehicle trip rate used in the Transport Assessment (based on the 2022 TRICS data) and how this applies to the proposed scheme.

Transport Mode	Percentage
Single Vehicle Occupants	33%
Multi-Vehicle Occupants	51.8%
Pedestrians	8.9%
Cyclists	2.3%
Public Transport	4%
Total	100%

Table 3: Modal Splits – Mulberry Field 2022 TRICS Survey data

	AM Peak (0800-0900)		PM Peak (1700-1800)		Daily (0700-1900)
	Arrivals	Departures	Arrivals	Departures	
Vehicle Trip Rate (Mulberry Fields 2022)	0.104	0.435	0.238	0.109	4.36
Traffic Generation (82 units)	9	36	20	9	358

Table 4: Proposed Development Traffic Generation

- 5.5 The Mulberry Fields TRICS SAM survey has been utilised as this provide a comparable indication for the suitable modal splits for the area, given that the proposed Campsfield development will utilise the existing Mulberry Fields access from Mill Straight Roundabout.
- 5.6 It is proposed that to determine the 'actual' travel patterns of this development surveys would be completed within 6 months of occupation or when 50% occupation is reached (whatever is sooner). This would enable a sufficient sample size whilst also providing the opportunity to embed the residential TP before too many units are occupied.
- 5.7 Once the 'actual' baseline modal splits have been established, the Travel Plan Coordinator (TPC) and West Sussex Travel Plan Officer (TPO) should discuss the acceptability of the 10% decrease in vehicle trips.

Travel Plan Targets

- 5.8 To enable the progression and assessment of the success of the travel plan, it is key that SMART targets (Specific, Measurable, Achievable, Realistic and Time-bound) are implemented.
- 5.9 This Framework Travel Plan proposes the following target:
- To reduce daily (12-hr period) vehicle trips to and from the site by 10% from 358 predicted in the Transport Assessment to 322.**
- 5.10 The suitability of the TP targets and the lifetime of the TP have been assessed further in the subsequent sections of this report.

6. TRAVEL PLAN STRATEGY

- 6.1 A Travel Plan is a useful tool produced to encourage residents to use alternative modes of transport. The following provides a summary of the measures available to target users of the development site.

Measures Package

- 6.2 In addition to hard infrastructure measures to be confirmed at the Reserved Matters stage, the following section proposes a package of soft measures to be implemented and refined by the TPC over the lifetime of the TP. The measures proposed are strongly influenced by the site location, the TP aim, objectives and targets and the local and national policy.
- 6.3 The measures set out in this section will be determined based on the final levels of occupancy and the potential for achieving a 10% modal shift away from private vehicle trips, which will help reduce greenhouse gas emissions. The measures proposed are strongly influenced by the site location, the TP aim, objectives and targets and the local and national policy.

Key Stages: Preliminary

- 6.4 To meet the objectives of the TP it is essential that a number of tasks are completed prior to the first occupation, as outlined within the site's Action Plan. These include:
- Appoint a Travel Plan Coordinator (developer)
 - Produce Resident Welcome Pack (TPC) including:
 - Walking and cycling routes;
 - Bus stop locations, prices and times;
 - Rail Station information;
 - Electric charging information;
 - Car sharing information and benefits; and
 - Details of the TPC.
 - Create a travel plan webpage (TPC)

Key Stages: Five Years Following 50% Occupation of the Development or 6 months following 1st Occupation (whichever is sooner)

- 6.5 It is proposed that the TP period would become fully active upon occupation of 50% of the development or six months of 1st occupation (whichever is sooner) and would remain active for 5 years following that date. After the 5 years of official monitoring has ended and WSCC have signed off the TP, ownership would pass to the local community.

- 6.6 During these five years, the Action Plan set at the preliminary stage would evolve to reflect the needs of the residents. Such measures would be determined by the TPC in dialogue with occupants of the site, West Sussex County Council (WSCC) and other key players as necessary. These measures are discussed in further detail in the remainder of this section and are included in the Action Plan.

Modal Measures: Walking and Cycling

- 6.7 This FTP has summarised the local walking and cycle networks and the facilities which the TP would promote to residents. These will be detailed to residents in their welcome pack and through the biannual newsletters (as discussed later in the report).
- 6.8 The accessibility review and baseline modal splits indicate that walking is a key travel mode for existing residents in the area due to well-lit, wide footways and a number of facilities and amenities within reasonable proximity to the proposed development.
- 6.9 Whilst the baseline modal splits shows cycling is used by some residents, the TPC works aim to promote this and it is hoped that the proposed improvements to the infrastructure will help this become a more favourable travel mode.
- 6.10 The TPC would work with walking and cycling campaigns and support local and national campaigns and events (i.e. Cycle to Work Day and local bike doctor events). To incentivise walking and cycling the TPC will investigate the option of discounts at local stores to maximise potential for residents to habituate walking and cycling as part of healthy lifestyle practices, whether for daily commuting or occasional leisure. Along with the promotion of a £150 voucher to encourage sustainable travel. Promotion will also include WSCC cycle training, cycle journey planner, along with information and benefits of sustainable travel, noting that we can obtain posters with further information from WSCC.

Modal Measures: Public Transport

- 6.11 The baseline modal splits indicate that 4% of existing residents currently travel to work by bus, however it is considered that the development provides an opportunity to promote bus travel as an alternative mode.
- 6.12 The attractiveness of the bus services, particularly those from Cripplegate would be supported and promoted through tailored promotions.
- 6.13 Maximising resident use of public transport would also be supported through highlighting costs and benefits in comparison to vehicle trips through the use of the Welcome Pack and regular newsletters.

- 6.14 The TPC will promote rail services from Christ's Hospital and Horsham station as well as the potential link-trip afforded by the 23 & 98 bus service which operates between Horsham station and Cripplegate Corner Bus Stop.

Modal Measures: Car Sharing

- 6.15 Car sharing is a simple yet effective way of quickly reducing the number of car trips, whilst bringing reductions in transport costs, congestion and pollution as well as social benefits including increasing resident interaction and creating a sense of community.
- 6.16 Liftshare is a well-established scheme and would be promoted to residents through [newsletters/welcome pack/website], to help them find potential lift sharing partners in the local area. The TPC will also look to promote the savings brought about through car sharing.

Modal Measures: Sustainable Private Vehicle Use

- 6.17 On occasions when private vehicle use is unavoidable or where alternative travel options are significantly limited in comparison, opportunities to promote sustainable driving practices would be promoted.
- 6.18 A wider network of electric charging points is being explored across the County, encouraging the greater uptake of electric and hybrid vehicles. Altering the perceptions on hybrid vehicles, and in particular electric vehicles, is fundamental for creating a more sustainable development. The TPC will therefore look to promote vehicle charging locations beyond the provision supplied on site. Along with this EV charging points will be provided to all dwellings on site in line with Building Regulations Part S.

Modal Measures: Home/ Remote Working and Other Modes

- 6.19 Following the COVID-19 pandemic working from home and utilising technology to enable remote working in public locations such as cafes, and teleconferencing, have become a feature for many people's routines.
- 6.20 The TPC would continue to remind residents of the benefits of this type of work, particularly now that many individuals are spending at least one day a week at home, rather than in the office.
- 6.21 Should monitoring exercises and communication with residents identify a strong interest in other travel modes (such as motorcycle/taxi), measures (and associated targets) will be explored by the TPC through dialogue with the relevant groups/individuals such as operators and the WSCC Travel Plan Officer.

Personalised Travel Planning

- 6.22 Upon moving into their new home, households will be offered free personalised Travel Planning advice as part of their Welcome Pack. This will be provided by the TPC and will inform residents on how they can travel to destinations more sustainably in support of achieving the longer-term targets for the site. The literature provided will contain up to date information regarding public transport facilities, walking and cycling routes within the local area.

Marketing and Communication - Travel Plan Website/Newsletters

- 6.23 To ensure the ongoing promotion of the Travel Plan to residents, over its life a number of marketing and communication elements would be implemented.
- 6.24 Firstly, a dedicated Travel Plan website (e.g. <https://tpc-paulbashamassociates.com>) will be established prior to occupation, which provides residents with up to date information and latest changes to travel services, news and events. This would be reviewed biannually and updated as required, to ensure the latest travel information is suitably reflected.
- 6.25 The TPC would also produce biannual newsletters for the five years of the Travel Plan, providing residents with updated sustainable travel information, details of any national events and offer personalised travel planning information, to their door.

Local Area and Other Site Users

- 6.26 The TP will promote the local area's facilities whilst actively engaging with local resident and community groups, the schools' TPC, as well as local events and businesses. Engagement with any other local active residential Travel Plans would provide an opportunity for a 'joined up working' approach to maximise resources and share best practice. Though the TPC works for Mulberry Fields have been completed this year, we can utilise any feedback or experiences from these works to aid the works for Campsfield.

Visitors and Deliveries

- 6.27 As well as co-ordinating the promotion and practice of sustainable travel with the wider local community, the TP should be encouraging and extending sustainable travel opportunities to any visitors travelling to and from the site. Residents' positive sustainable travel experiences should have a knock-on effect to visitors.

Financial Incentives: Travel Voucher

6.28 The developer would look to offer a £150 travel voucher, available once for each address, from first occupation (one gift per property). Details of what the voucher could be utilised for would be agreed by the TPC, prior to occupation but would be expected to include:

- Contribution towards a bus ticket;
- Contribution towards a rail ticket; or
- Cycle voucher
- Cycle training with WSCC

6.29 The voucher would be valid for a set period of time which would be clearly defined on the voucher. Terms and conditions would also be clearly displayed. This is in line with WSCC guidance.

7. IMPLEMENTATION AND MONITORING

Implementation

- 7.1 The Travel Plan requirement would be secured through a Section 106 agreement, which would confirm the proposed measures as well as any monitoring costs, required by West Sussex County Council.

Travel Plan Coordinator

- 7.2 This section covers the implementation and monitoring of the development. The TPC position would be part-time over the life of the TP which at this stage is anticipated to be the Preliminary period followed by five years of full implementation, beginning on occupation of 50% of the site or within six months of occupation (whichever is sooner).
- 7.3 The TPC role and contact details will be finalised with WSCC prior to occupation and following their appointment by the developer. The TPC would be responsible for the day-to-day implementation and monitoring of the TP to ensure targets are met. The early stages of the TP are relatively time intensive, and the budget should be 'front-loaded' to consider the work that is required to establish the TP.
- 7.4 More specifically, the role of the TPC requires:
- Overseeing the development and implementation of the TP and maintaining support:
 - Liaising with public transport operators, local interest groups, West Sussex County Council:
 - Designing and implementing an effective marketing strategy and raising awareness:
 - Acting as the point of call for all TP enquiries: and
 - Co-ordinating the monitoring and evaluation programme for the TP including organisation of surveys.

Surveys and Feedback

- 7.5 It is important that a consistent approach to data collection and feedback is implemented in order to ensure that the following outcomes are delivered:
- Collect a representative and informative data account in accordance with the development timescales:
 - Develop an accurate understanding of local travel modal shares, perceptions and influencing factors:
 - Adoption of the TP by local residents beyond the TP's active period: and
 - The successful delivery of the TP in co-ordination with other local developments and communities.

Monitoring

- 7.6 This FTP's approach to monitoring acknowledges the above requirements and is based on our experience of being TPC's on a number of sites within WSCC.
- 7.7 The resultant monitoring structure for the TP is therefore set out within **Table 5** and summarised in the subsequent paragraphs.

Preliminary Period	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5
Resident Questionnaire (occupation of 50% of dwelling or 6 months of occupation whichever is sooner)	ATC Surveys		Resident Questionnaire		ATC Surveys

Table 5: Monitoring Strategy

- 7.8 A resident questionnaire is proposed to be undertaken within 6 months of first occupation or 50% occupation (whichever is sooner), and at the end of Year 3, while for Year 1 and 5 an ATC survey will be undertaken.
- 7.9 This approach is proposed over a TRICS SAM survey, which has been utilised for Mulberry Fields, as given the access is not near public transport links it may be harder to determine whether residents are walking or using public transport, along with residents utilising Mulberry Fields access. Therefore, an ATC survey would provide an indication of the vehicle trips over a 7-day period for all vehicle movement in and out of the site, which can then be supported by qualitative data provided in the resident questionnaire on resident's travel choices. The resident survey will be completed electronically, although postal surveys may also be used. An example resident survey is included in **Appendix D**.
- 7.10 The results of the surveys will be available for residents to view on the development's dedicated Travel Plan website and also included within newsletters, when appropriate.
- 7.11 An annual monitoring/progress report will be produced and submitted to WSCC within 3 months of surveys taking place. This report will outline how the TP has been implemented for the year, along with a presentation of any survey results, analysis of the responses and information of measures implemented. The report will then conclude with an outline of the future monitoring strategy and a confirmation of targets and revisions where necessary/applicable.

Overcoming Barriers to Success

- 7.12 Mismanagement can become a potential barrier to the successful implementation of TP's. Whilst the TPC is responsible for the overarching management of the TP, ongoing co-ordination with WSCC will ensure that mismanagement does not occur.
- 7.13 Whilst specific remedial measures have not been identified within the Travel Plan, such remedial measures would be identified through discussions with WSCC Travel Plan Officers. The 5-year budget for implementing the Travel Plan would be sufficient to ensure that remedial measures could be implemented. Such as if one measure is not working in year 1, there would be budget in year 2 to rectify this and change to new measures if needed.

Community Embedding and Handover

- 7.14 Following the successful completion of the TP's 5-year strategy, the site should be operating more sustainably than if a TP were not implemented. Through liaison with residents over the course of the TP it is hoped that champions would stand out and be able to continue promoting the ideals of the TP/ maintain the website etc.
- 7.15 Local engagement and a gradual handover is embedded within the proposed TP strategy and should form a key subject in annual liaison with West Sussex County Council TPO as the TP draws to an end.

Action Plan

- 7.16 An Action Plan for the proposed implementation of the Travel Plan has been prepared and will be updated as measures are reviewed. The indicative Action Plan is shown in **Table 6** and will be implemented over the life of the Travel Plan.

	Action	Timescale
Preliminary	Travel Plan Co-ordinator (TPC) to be appointed by Miller Homes.	Prior to occupation
	TPC to confirm Action Plan with WSCC	
	TPC to prepare a Travel Welcome Pack for residents including information on local area; details of on-site cycle storage; cycle and pedestrian routes; bus information.	
	TPC to create website for residents containing information on local area; details of on-site cycle storage; cycle and pedestrian routes; bus information.	
	TPC to decide on communication strategy for use with residents.	
	TPC to prepare TP action database for logging/recording the following details: Actions.	
Walking/Cycling	Promote use of local walking facilities and on-site cycle storage.	Life of the Travel Plan

	Promotion of local walking and cycling routes and maps.	
	Promotion of sustainable travel events to residents	
	Publicise local cycle facilities.	
Public Transport	Promotion of local bus, community bus and rail services (as well as link trips).	Life of the Travel Plan
	Promotion of any discounts and/or vouchers.	
	Maintain dialogue with local public transport service operators for service changes and promotions.	
Visitors/Deliveries	Promotion of local area's key facilities through information/maps.	Life of the Travel Plan
	Encourage promotion of sustainable travel options to visitors.	
Communication and Marketing	Promotional material to be provided through newsletters on a biannual basis	Life of the Travel Plan

Table 6: Action Plan

Appendix A

Campsfield, Southwater
Travel Plan

Paul Basham Associates Ltd
Report No 091.0018/TP/3



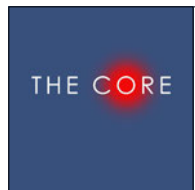




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Key:

- Site Boundary
- Other Land in Landowners Control



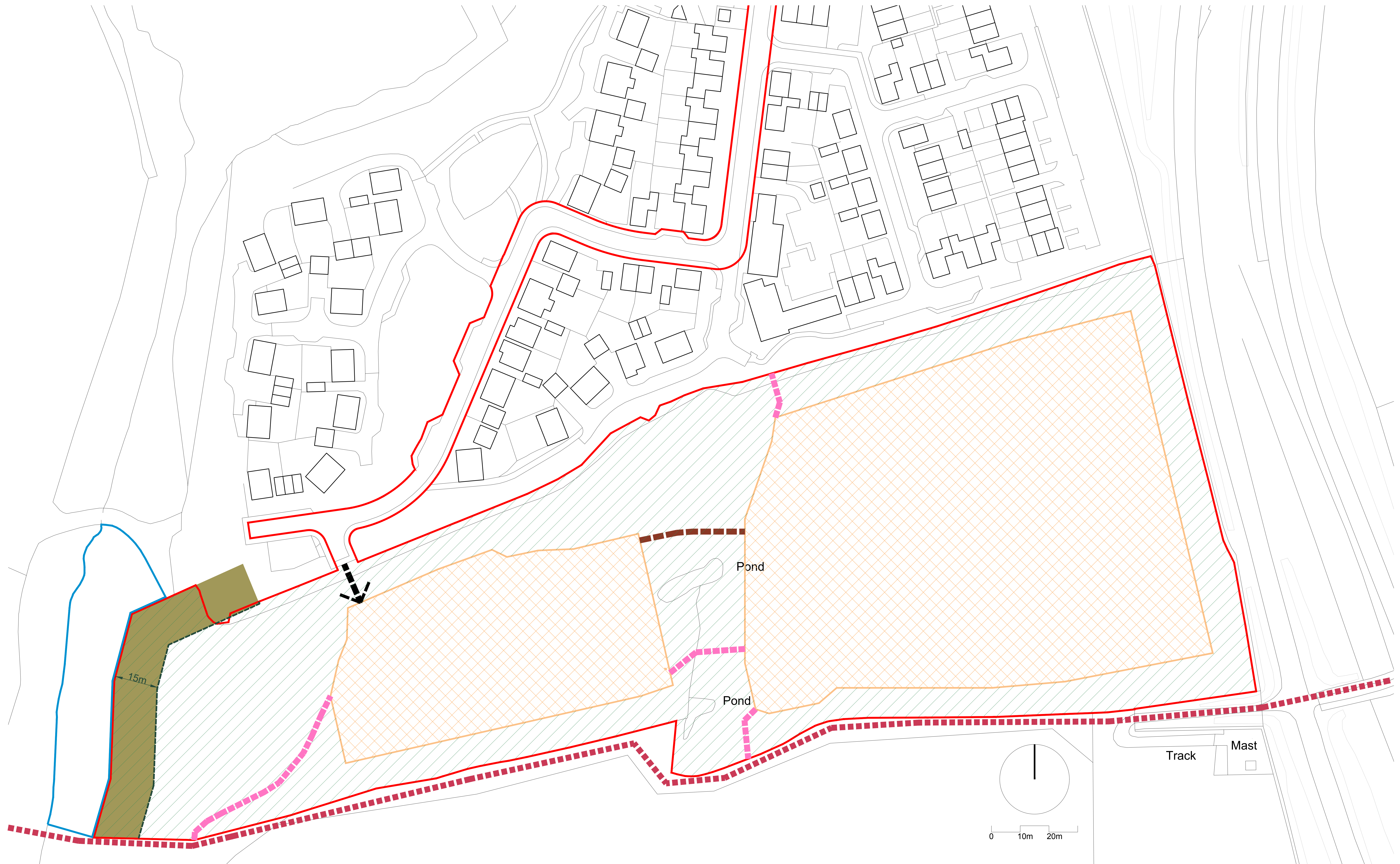
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PROJECT NO:

DRAWING TITLE:
DRAWING NO:
SCALE:

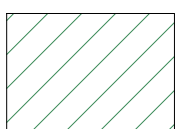
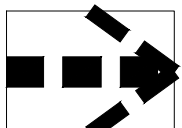
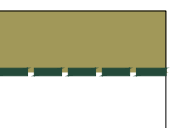
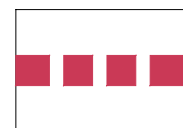
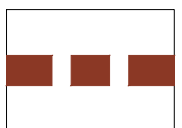
MILLER HOMES
SOUTHWATER, CAMPFIELD
02.18.A

SITE LOCATION PLAN
02.40(01)00
1:1250 @ A2





KEY

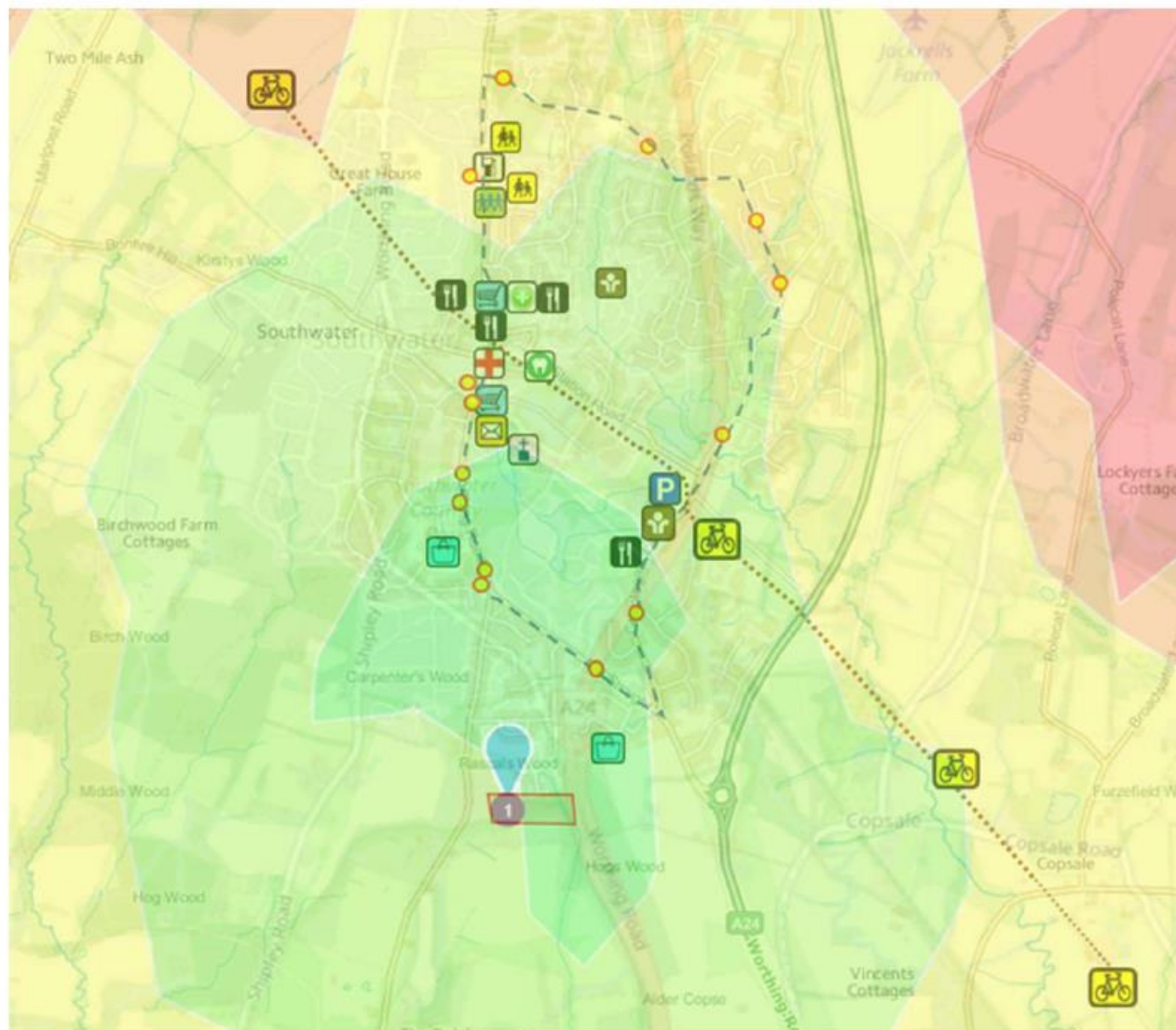
- | | | |
|--|---|--|
|  Site boundary |  Supporting infrastructure including public open space, Local Area of Play, strategic landscaping and sustainable drainage |  Proposed pedestrian links |
|  Residential development area including residential use, vehicular routes, pedestrian/cycle routes, car parking, private amenity space and associated landscaping |  Proposed vehicular access |  15m Buffer from Ancient Woodland |
|  Existing Public Right of Way |  Proposed link road | |

Appendix B

Campsfield, Southwater
Travel Plan

Paul Basham Associates Ltd
Report No 091.0018/TP/3





Travel Distance

Key (1km intervals)



Key



Bus Services
--- Route 98

Project Number: 091.0018	Title: Accessibility Isochrone Map		Checked By: KCH	Checked Date: 27.11.24	Scale: N/A
Project Name: Campsfield, Southwater			Drawn By: ERG	Drawn Date: 26.11.24	Drawing No: N/A

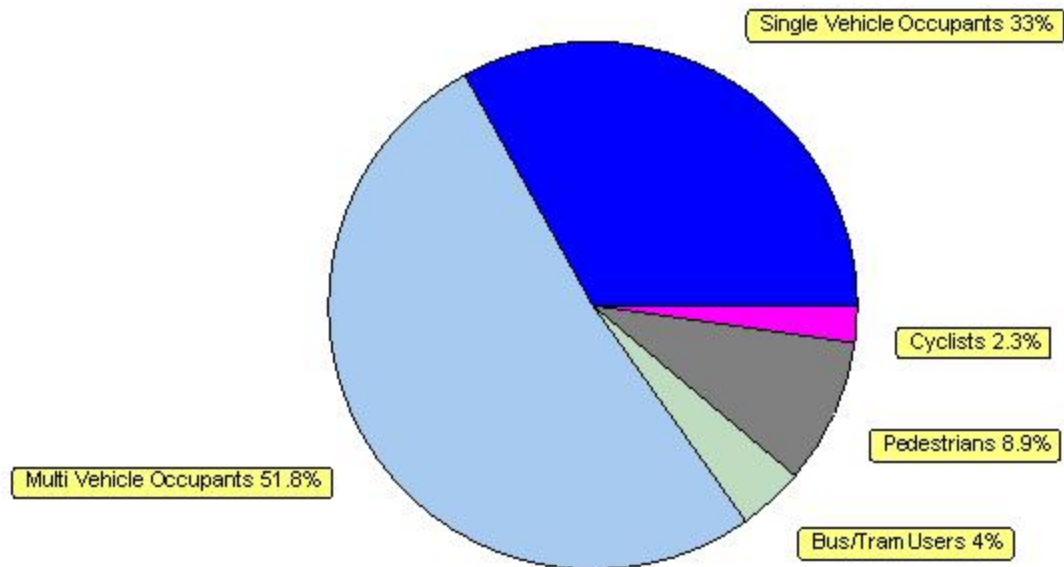
Appendix C

Campsfield, Southwater
Travel Plan

Paul Basham Associates Ltd
Report No 091.0018/TP/3



Modal Split Percentages for WS-03-M-26 Surveyed: 16/03/22 Wednesday



Site Reference: WS-03-M-26 Multi-Modal Site
 Created: Version: 7.9.2 08/05/22
 Latitude/Longitude: 51.01422, -0.34761
 Land Use Type: 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
 Region/Area: SOUTH EAST/WEST SUSSEX

Description: MIXED HOUSES & FLATS
 Street: MILL STRAIGHT
 District:
 Town: SOUTHWATER
 Post Code: RH13 9FZ
 Planning Authority: HORSHAM DISTRICT C.

Location: Neighbourhood Centre (PPS6 Local Centre)
 Location Sub Category: Village
 Use Class: C3

Population within 500m: 874
 Population within 1 Mile: 5,001 to 10,000
 Population within 5 Miles: 25,001 to 50,000
 Car ownership within 5 Miles: 1.1 to 1.5

Public Transport Provision Summary

Day	Period	Total buses/trams within 400m	Total Trains within 1000m	Total Services
Monday-Friday	0700-1900	96		96
Monday-Friday	0700-1000	24		24
Monday-Friday	1600-1900	24		24
Saturday	0700-1900	96		96
Sunday	0700-1900	44		44

Is site associated with a travel plan: Yes
 If not, are there any plans to implement
 a Travel Plan in the future?
 Is survey data available before the
 implementation of the Travel Plan? No
 Is the location of the site hilly or flat: Flat
 Urban Regeneration: No

Covid-19 Restrictions: No

Site area 7.90 hect
 No of Dwellings 193
 Housing Density 32.71

No. of developments for this Site: 1
 No. of survey Days for this Site: 1

Comments

This site is located at the southern edge of the village of Southwater, which is just to the south of Horsham. The A24 is accessed a short distance to the east of the site, and is the main route heading south towards Worthing and north towards Horsham and on towards Surrey. Other local roads head towards various parts of the local area. The site has a single vehicle access for all modes, plus 4 separate pedestrian accesses. Other residential development borders the site to the north, north-east and north-west, with some woodlands directly to the west and open land to the south and east.

Bus (or tram) site accessibility

- Is there at least 1 bus (or tram) stop within the site frontage or within 400m of the site frontage? : Yes
- If yes to question 3, where it is necessary to cross a road between the development and the stop, is there a conveniently placed crossing facility? : Yes
- If yes to question 3, are there at least 2 buses (or trams) per hour (per direction between 0700 and 1900) with routes serving significant areas of population within a 5 kilometre radius? (Mon-Sat): Yes
- If yes to question 5, what are the service characteristics? (please complete the outline information below)

Destination (town/area)	Number per hour	Approx. journey time
Roffey	3	32

11. Please enter general comments/views about the relevance, quality and importance of public transport services relating to this development.

In addition to the individual bus service shown, there is an hourly service available to Crawley, the journey time taking 56 minutes.

Design features encouraging non-car modes

12. Pedestrians

There are traffic-free routes on and off the estate, and there are further footpaths leading to Southwater and further afield. A new toucan crossing has been provided across Mill Straight, and was implemented and operational at the time of this survey.

13. Pedal cycles

The site is located adjacent to a National Cycle Network route, connecting Chertsey to Shoreham-by-Sea and further locations.

14. Public transport

Services from sheltered bus stops depart regularly and also provide the option of connecting rail travel.

Design features encouraging non-car modes

Road Network Distance to Local Developments	
Year of Analysis	2022
Nearest Primary School	1.9 kilometres
Nearest Secondary School	5.9 kilometres
Nearest Local Shop/Corner Shop	1.2 kilometres
Nearest Main Supermarket	6.0 kilometres
Nearest Doctors Surgery	1.6 kilometres
Nearest Hospital with Minor Injuries/A & E	21.8 kilometres
Nearest Sports/Leisure Centre	1.9 kilometres

Census Data	
Year of Census	2011
Census Output Area/Data Zone	E00161227
Number of people employed within Census Output Area	127
Number of households within Census Output Area	111
Number of people living within Census Output Area	255
Area of Census Output Area (hectares)	588.54
Population density within Census Output Area (per hectare)	0.40

Site reference: WS-03-M-26 Multi-Modal survey site
 Trade name: MULBERRY FIELDS

Site area (h/a): 7.90
 Site Area Excluding Publicly Accessible Features (hectares): 5.90

Open since 2019

Occupied dwellings 193
 Unoccupied dwellings 0
 Total dwellings 193

Housing Density 32.71
 Privately owned units 115
 Non-Privately owned units 78
 Name of nearest site BROADACRES
 Distance to nearest similar site 1.7 Km

Average Bedrooms Per Unit 2.9740932642487
 No of units with 1 bedroom 20
 No of units with 2 bedrooms 47
 No of units with 3 bedrooms 62
 No of units with 4+ bedrooms 64
 Total bedrooms 574
 Unit Density 24.4303797468354

Residential unit types

	Private	Non-Private	Total
Detached houses	18	0	18
Semi-detached houses	97	39	136
Terraced houses	0	4	4
Bungalows	0	0	0
Flats (in houses)	0	0	0
Flats (in blocks)	0	35	35
Town Houses	0	0	0
Other (specify below)			

Other:

Comments

At the time of this survey this site was fully constructed and occupied.

Multi-Modal survey site

On-Site parking

Total no. of parking spaces	491
Parking Spaces Per Hectare	62.152
Parking Spaces Per Dwelling	2.544
Arrivals Per Parking Space	0.83

Number of spaces

On-Street	44
Driveway	182
Garages	108
Communal parking spaces	72
Allocated spaces	85
Is this site associated with a Car Club?	No

General Comments on Parking

The 372 off-site off-street parking spaces shown are located at Worthing Road, Benns Field, Station Road and Lintot Square, with the fee of £1 per hour shown representing all areas except Lintot Square (where there is no charge).

Types of servicing vehicle parking taking place

on-site (internal, within specified bays or otherwise)	Yes
off-site (on-street, in designated loading/servicing bays)	No
off-site (in restricted areas e.g. double yellow lines)	No

Off-Site parking details

Is there off-site parking available	Yes
Off-Site parking included in the counts	No
Free On-Street parking available nearby	Yes
If yes, considered easy to find a space	Yes
If prepared to pay, easy to find somewhere to park off-site all day	Yes

Parking restrictions

Area subject to parking restrictions (controlled parking zone - CPZ)	No
--	----

Off-Street parking

Off-Street parking available	Yes, Public Off-Street Parking is Available
Approx. available spaces	372
Parking located within a control parking zone (CPZ)	No
Charges for this Off-Street parking	Yes, All Day
Charge amount	100
Charge period	Hour

Park & Ride

Park & Ride Type Facility providing relevant means of accessing the site	No
--	----

Additional Travel Plan Features

Although the travel plan was initially signed off in 2017 and work started on the preliminary phase of the development then, the 5 years of monitoring of the travel plan commenced in April 2019.
 A new toucan crossing has been provided across Mill Straight, and was implemented and operational at the time of this survey. Internal access roads, external roadways and cycleways serving the development have also been implemented.

Travel Plan Type

Type Compulsory

Travel Plan History

Date of Travel Plan implementation April 2019

Has the Travel Plan been accredited, or received an award in recognition of its quality, from either a national body such as ACT or a local authority? No

Travel Plan Target Group

Main target market(s) for the Travel Plan

Staff	Not present
Visitors	Target group
Customers	Not present
Students	Not present
Patients	Not present
All site users	Target group
Other	Target group
	Residents

Travel Plan Co-Ordinator

Is there a Travel Plan co-ordinator - a member of staff whose job it is to manage the implementation of the Travel Plan? Yes

If YES to the above, do they work on the Travel Plan full time or part time? Part time

Pre-Travel Plan Mode Split

Was modal split data obtained before the introduction of the Travel Plan?

If YES, when?

Vehicle Occupants

Cyclists

Public Transport Users

Pedestrians

Yes
 July 2019
 79% 
 7% 
 0% 
 14% 

Travel Plan Modal Split Targets

Did the Travel Plan identify mode split targets?

If YES, when?

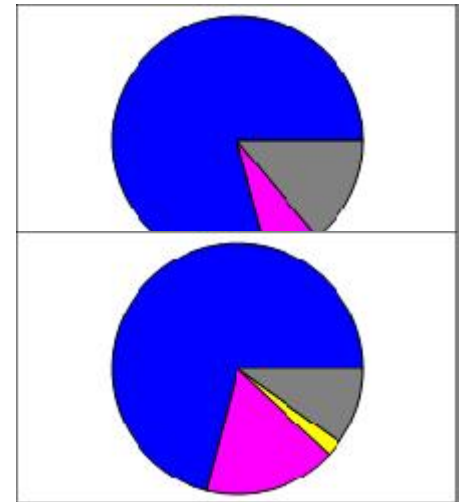
Vehicle Occupants

Cyclists

Public Transport Users

Pedestrians

Yes
 January 2021
 71% 
 17% 
 2% 
 10% 



Travel Plan Targets

The initial travel plan mode splits (shown as pre-travel plan mode splits) were obtained after the implementation of the travel plan, following a baseline survey being undertaken. The travel plan mode split targets were then set in 2021 following resident surveys taking place.

Changes in site environment and circumstances

Since the travel plan was implemented, have any of the following changes occurred?

Has there been large scale changes in numbers of staff on site? No

Has there been a change in site function from,
 for example, call centre to head office;
 or from administrative to sales, etc? No

Have parking controls been implemented around a site
 where previously many staff parked at no charge? No

Has there been large scale changes in local
 public transport services? No

Has the site been relocated to somewhere with
 different accessibility characteristics
 (e.g. from city centre to edge of town)? No

Factors that may have affected trip rates

Additional Travel Plan comments

Cycling Measures

Covered cycle racks close to building entrances No
 Date implemented
 Capital cost
 Annual operating cost

Good lighting in cycle parking areas No
 Date implemented
 Capital cost
 Annual operating cost

Lockers/Facilities for staff who cycle
 to store their clothing No
 Date implemented
 Capital cost
 Annual operating cost

Secure well-lit/covered cycle parking compound Yes
 Date implemented 2018
 Capital cost
 Annual operating cost

CCTV coverage of cycle parking areas No
 Date implemented
 Capital cost
 Annual operating cost

Shower and changing facilities for staff
 who cycle and walk No
 Date implemented
 Capital cost
 Annual operating cost

Good network of cycle routes linking the site
 to main residential areas locally No
 Date implemented
 Capital cost
 Annual operating cost

Additional comments

There is communal cycle storage for the flats (implemented between 2018 and 2021 - month of first implementation and costs not known), and the houses all have internal cycle storage, with a total cycle parking provision for 302 bikes.

Car Sharing Measures

Car-share matching system where employer takes active role in setting up car-share teams (i.e. more than just a voluntary noticeboard) No

Date implemented

Capital cost

Annual operating cost

Guaranteed free ride home available to all staff if they car-share and need to get home in an emergency No

Date implemented

Capital cost

Annual operating cost

Priority parking spaces for car-sharers close to building entrances No

Date implemented

Capital cost

Annual operating cost

Car Club available locally that could be used by occupants of the site No

Does the site operate its own Car Club, or subscribe to an independent Car Club organisation? No

Additional comments

Car Parking Management

Limited availability of on-site parking spaces (on-site parking supply is set at less than demand for target group of Travel Plan) No

Parking permit eligibility restrictions (e.g. only staff without viable public transport alternative are issued with a permit) No

Date implemented

Capital cost

Annual operating cost

Charging for parking for Travel Plan target group (e.g. staff, patients, visitors, etc. No

Date implemented

Capital cost

Annual operating cost

Charge

Period of Charge

Parking enforcement (e.g. barrier control, parking attendants, clamping, ticketing) on-site No

Date implemented

Capital cost

Annual operating cost

Additional comments

Financial Incentives

Daily payment of £2 or more to staff not to use the car (also known as cash-out)

No

Date implemented

Capital cost

Annual operating cost

Daily payment value

Annual payment to give up entitlement to a parking permit

No

Date implemented

Capital cost

Annual operating cost

Annual payment value

Site provides employees with season ticket/cycle loans

No

Date implemented

Capital cost

Annual operating cost

Annual loans value

Additional comments

Public Transport Measures

Bus waiting facilities (clean, graffiti-free bus shelter and seats close to (e.g. within 400 metres) the site's main entrance)

No

Date implemented

Capital cost

Annual operating cost

New/improved bus services close to the site

No

Date implemented

Capital cost

Annual operating cost

Secure well-lit pedestrian routes to bus/tram stops within 400 metres

No

Date implemented

Capital cost

Annual operating cost

Secure well-lit pedestrian routes to railway stations within 1000 metres

No

Date implemented

Capital cost

Annual operating cost

Public transport information provided on site on paper and/or computer

Yes

Date implemented

May 2018

Capital cost

Annual operating cost

Publicity and awareness raising material about local public transport

Yes

Date implemented

May 2018

Capital cost

Annual operating cost

Personalised journey planning/travel assistance (e.g. helpline, etc).

Yes

Date implemented

May 2018

Capital cost

Annual operating cost

Additional comments

Welcome packs have been issued to residents upon occupation (from May 2018 before the current version of the travel plan). There are also biannual newsletters issued throughout the life of the travel plan.
Costs of travel plan elements are not known.

Shuttle Bus

Shuttle bus(es) to main staff/customer residential areas	No
Date implemented	
Capital cost	
Annual operating cost	

Shuttle bus(es) to railway and/or bus station(s)	No
Date implemented	
Capital cost	
Annual operating cost	

Additional comments

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
 Multi-Modal survey site
 Vehicles surveyed: Total vehicles
 Survey type: Manual Count
 AM weather: Mild and Cloudy
 PM weather: Mild and Light Rain
 Initial car park occupancy: Final car park occupancy:

Total People to Total Vehicles ratio (all time periods and directions): 1.88

BRACKETED ACCUMULATION FIGURES ARE NOT ABSOLUTE

Parking Capacity

Data proportions in %

Motor cars	86	Motor cycles	0	Public service	0
Light goods	11	OGV (1)	1	OGV (2)	0
				Taxis	2

Servicing Vehicles count recorded No

Time	Arr 409	Dep 432	Totals 841	Parking Accum
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	11	47	58	(-36)
08:00-09:00	20	84	104	(-100)
09:00-10:00	37	20	57	(-83)
10:00-11:00	22	21	43	(-82)
11:00-12:00	25	36	61	(-93)
12:00-13:00	28	29	57	(-94)
13:00-14:00	29	25	54	(-90)
14:00-15:00	33	58	91	(-115)
15:00-16:00	71	46	117	(-90)
16:00-17:00	50	26	76	(-66)
17:00-18:00	46	21	67	(-41)
18:00-19:00	37	19	56	(-23)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Comments

No PSV's or scooters visited the site during this survey.

Site reference: WS-03-M-26

Survey date: 16/03/22

Day of week: Wednesday

Multi-Modal survey site

Vehicles surveyed: OGV

Data proportions in %	OGV (1)	100	OGV (2)	0
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1 occupant per OGV is assumed, and included in the vehicle occupants count

[illegible]

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
 Multi-Modal survey site
 Vehicles surveyed: Taxis

Time	Arr 8	Dep 8	Totals 16	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	1	1	2	(0)
08:00-09:00	3	3	6	(0)
09:00-10:00	0	0	0	(0)
10:00-11:00	0	0	0	(0)
11:00-12:00	0	0	0	(0)
12:00-13:00	1	1	2	(0)
13:00-14:00	0	0	0	(0)
14:00-15:00	0	0	0	(0)
15:00-16:00	3	3	6	(0)
16:00-17:00	0	0	0	(0)
17:00-18:00	0	0	0	(0)
18:00-19:00	0	0	0	(0)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
 Multi-Modal survey site
 Vehicles surveyed: Cars

Time	Arr 351	Dep 373	Totals 724	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	9	40	49	(-31)
08:00-09:00	17	75	92	(-89)
09:00-10:00	35	18	53	(-72)
10:00-11:00	18	16	34	(-70)
11:00-12:00	20	32	52	(-82)
12:00-13:00	21	27	48	(-88)
13:00-14:00	23	18	41	(-83)
14:00-15:00	31	48	79	(-100)
15:00-16:00	58	36	94	(-78)
16:00-17:00	45	25	70	(-58)
17:00-18:00	40	20	60	(-38)
18:00-19:00	34	18	52	(-22)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
 Multi-Modal survey site
 Vehicles surveyed: LGV

Time	Arr 46	Dep 47	Totals 93	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	0	5	5	(-5)
08:00-09:00	0	5	5	(-10)
09:00-10:00	1	1	2	(-10)
10:00-11:00	4	5	9	(-11)
11:00-12:00	4	3	7	(-10)
12:00-13:00	6	1	7	(-5)
13:00-14:00	6	7	13	(-6)
14:00-15:00	2	10	12	(-14)
15:00-16:00	9	7	16	(-12)
16:00-17:00	5	1	6	(-8)
17:00-18:00	6	1	7	(-3)
18:00-19:00	3	1	4	(-1)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
 Multi-Modal survey site
 Vehicles surveyed: Motor Cycles

Time	Arr 1	Dep 1	Totals 2	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	0	1	1	(-1)
08:00-09:00	0	0	0	(-1)
09:00-10:00	0	0	0	(-1)
10:00-11:00	0	0	0	(-1)
11:00-12:00	0	0	0	(-1)
12:00-13:00	0	0	0	(-1)
13:00-14:00	0	0	0	(-1)
14:00-15:00	0	0	0	(-1)
15:00-16:00	1	0	1	(0)
16:00-17:00	0	0	0	(0)
17:00-18:00	0	0	0	(0)
18:00-19:00	0	0	0	(0)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Site reference: WS-03-M-26

Survey date: 16/03/22

Day of week: Wednesday

Multi-Modal survey site

Vehicles surveyed: Cycles

Time	Arr 18	Dep 18	Totals 36	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	0	5	5	(-5)
08:00-09:00	0	9	9	(-14)
09:00-10:00	0	1	1	(-15)
10:00-11:00	0	1	1	(-16)
11:00-12:00	2	0	2	(-14)
12:00-13:00	0	1	1	(-15)
13:00-14:00	0	0	0	(-15)
14:00-15:00	2	1	3	(-14)
15:00-16:00	6	0	6	(-8)
16:00-17:00	4	0	4	(-4)
17:00-18:00	4	0	4	(0)
18:00-19:00	0	0	0	(0)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
Multi-Modal survey site
People Surveyed: Car/LGV/Motorcycle occupants/OGV occupants

This count consists of car occupants, light goods vehicle occupants, motorcycle riders and OGV occupants
Taxi drivers and drivers of private vehicles picking up/dropping off passengers at the site are excluded from the count

[illegible]

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
 Multi-Modal survey site
 People Surveyed: Pedestrians

Time	Arr 67	Dep 74	Totals 141	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	2	9	11	(-7)
08:00-09:00	6	23	29	(-24)
09:00-10:00	11	1	12	(-14)
10:00-11:00	2	8	10	(-20)
11:00-12:00	6	1	7	(-15)
12:00-13:00	1	1	2	(-15)
13:00-14:00	2	5	7	(-18)
14:00-15:00	1	10	11	(-27)
15:00-16:00	15	3	18	(-15)
16:00-17:00	14	5	19	(-6)
17:00-18:00	4	6	10	(-8)
18:00-19:00	3	2	5	(-7)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
 Multi-Modal survey site
 People Surveyed: Public transport Users

Time	Arr 32	Dep 32	Totals 64	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	0	21	21	(-21)
08:00-09:00	0	5	5	(-26)
09:00-10:00	1	0	1	(-25)
10:00-11:00	0	0	0	(-25)
11:00-12:00	0	1	1	(-26)
12:00-13:00	1	1	2	(-26)
13:00-14:00	2	2	4	(-26)
14:00-15:00	2	2	4	(-26)
15:00-16:00	12	0	12	(-14)
16:00-17:00	10	0	10	(-4)
17:00-18:00	2	0	2	(-2)
18:00-19:00	2	0	2	(0)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Site reference: WS-03-M-26 Survey date: 16/03/22 Day of week: Wednesday
 Multi-Modal survey site
 People Surveyed: Bus/Tram Passengers

Time	Arr 32	Dep 32	Totals 64	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	0	21	21	(-21)
08:00-09:00	0	5	5	(-26)
09:00-10:00	1	0	1	(-25)
10:00-11:00	0	0	0	(-25)
11:00-12:00	0	1	1	(-26)
12:00-13:00	1	1	2	(-26)
13:00-14:00	2	2	4	(-26)
14:00-15:00	2	2	4	(-26)
15:00-16:00	12	0	12	(-14)
16:00-17:00	10	0	10	(-4)
17:00-18:00	2	0	2	(-2)
18:00-19:00	2	0	2	(0)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Site reference: WS-03-M-26

Survey date: 16/03/22

Day of week: Wednesday

Multi-Modal survey site

People Surveyed: Total people

Time	Arr 779	Dep 806	Totals 1585	Accumulation
00:00-01:00				
01:00-02:00				
02:00-03:00				
03:00-04:00				
04:00-05:00				
05:00-06:00				
06:00-07:00				
07:00-08:00	16	109	125	(-93)
08:00-09:00	37	214	251	(-270)
09:00-10:00	60	34	94	(-244)
10:00-11:00	34	37	71	(-247)
11:00-12:00	44	51	95	(-254)
12:00-13:00	41	45	86	(-258)
13:00-14:00	42	37	79	(-253)
14:00-15:00	45	82	127	(-290)
15:00-16:00	201	75	276	(-164)
16:00-17:00	128	40	168	(-76)
17:00-18:00	80	44	124	(-40)
18:00-19:00	51	38	89	(-27)
19:00-20:00				
20:00-21:00				
21:00-22:00				
22:00-23:00				
23:00-24:00				

Appendix D

Campsfield, Southwater
Travel Plan

Paul Basham Associates Ltd
Report No 091.0018/TP/3



– Resident Travel Survey

Thank you for taking the time to complete our residents travel survey. This will help us (your Travel Plan Coordinators) understand your travel needs and should only take a few minutes.

If you have any questions regarding our work, the survey or relating to the travel voucher, please do not hesitate to get in touch! And, don't forget to fill out your details at the end to receive your travel voucher!

You can send your completed survey to us via:

☐ **Post using the pre-paid envelope:** Paul Basham Associates, ###

☐ **Survey Monkey** at ####

☐ **QR code**

QR Code



1. What is your main mode of travel? (Please choose one)

- ☐ Car Alone
- ☐ Car Share
- ☐ Walk
- ☐ Cycle
- ☐ Bus
- ☐ Rail
- ☐ Other (Please specify)

2. How often do you use another form of transport?

- ☐ Daily
- ☐ Couple times a week
- ☐ Once a week
- ☐ Once a fortnight
- ☐ Once a month
- ☐ Very rarely/sometimes
- ☐ Never

3. If you were to change your main mode of travel what mode would you most likely change to:

- ☐ Cycle
- ☐ Walk
- ☐ Train
- ☐ Bus
- ☐ Car Share
- ☐ Other (please specify)

4. What is your most frequent journey for? (please choose one)

- ☐ Work/Education
- ☐ Leisure/Retail
- ☐ Health (doctors/hospital)
- ☐ Visiting friends/family
- ☐ Other (please specify)

5. How far do you travel for your most frequent journey?

- ☐ 0-2 miles
- ☐ 3-5 miles
- ☐ 6-10 miles
- ☐ 11-20 miles
- ☐ 21-30 miles
- ☐ 31+ miles

6. To which location do you travel to most regularly? (tick one)

- ☐ ##
- ☐ ##
- ☐ ##
- ☐ ##
- ☐ Other (Please specify)

7. If you travel by car, why do you travel by car? (Please tick all that are relevant)

- ☐ 1. I don't own a car
- ☐ 2. Car essential to perform job
- ☐ 3. Reliability/ quicker than alternatives
- ☐ 4. Health reasons
- ☐ 5. Lack of alternatives
- ☐ 6. Cost
- ☐ 7. Comfort
- ☐ 8. Personal safety
- ☐ 9. Things to do on way home
- ☐ 10. Other (please specify)

8. Which of the above is the most important when travelling by car?

9. If you travel usually by car, how do you travel when your car is unavailable (i.e. is being serviced)

10. When not travelling by your main mode of travel, what other modes of travel do you use? (Select all that apply)

- ☐ Car Alone
- ☐ Car Share
- ☐ Walk
- ☐ Cycle
- ☐ Bus
- ☐ Rail
- ☐ I only use my main mode of travel
- ☐ Other (please specify) _____

Please Turn Over

11. Which of the following would most encourage you to use the listed travel modes (or use them more frequently if you do so already?)

	Discounts	More Information	Improved Reliability & Frequency	Increased Safety Measures	Cycle Storage/training	Better Facilities	Improved Routes	Knowledge of Local Clubs/Events	Nothing	Other (please specify)
Walking										
Cycling										
Bus										
Rail										

12. How many cars do you own?

- ☐ 1
☐ 2
☐ 3+
☐ N/A (do not own a car)

13. What type of cars do you own?

- ☐ Petrol
☐ Diesel
☐ Hybrid
☐ Electric
☐ N/A (do not own a car)

14. How many bicycles do you own?

- ☐ 1
☐ 2
☐ 3+
☐ N/A (do not own one)

15. Is there any information you would like to see in future newsletters?

16. Is there anything else you would like to tell us about travel in your local area?

17. I would like to request: (Select One)

- ☐ £## Halfords Voucher *
☐ £## Bus Pass **
☐ I have already claimed

Please note all voucher requests will be reviewed before we can confirm a claim. One voucher available for each address. If a claim has already been made for your address you will not be eligible to receive a voucher. See Terms and Conditions for further details.

What have/will you use your voucher for:

In order for us to process your voucher request, we require the following information. Please write in capitals.

Name: _____

House/Flat number: _____

Street Name: _____

Postcode: _____

Email Address: _____

Please note that this information is kept in accordance with Data Protection policy found at: <https://paulbashamassociates.com/privacy-cookie-policy/>. Email travelplan@paulbashamassociates.com for further details.

Terms & Conditions

One voucher available per address within ##. If a previous resident has claimed you will not be eligible. To confirm eligibility please provide us with your address information. Sustainable Travel Vouchers are a gift from the developer and the offer(s) may be amended or removed at any time. ###

The full list of Terms and Conditions can be found at: ###

Thank you