



# GRANT PLANNING PERMISSION

**Application Number:** S/12/1826/JABU

**Ward:** St Andrews

**Parish:** Blunsdon St Andrew

**Proposal:** Demolition of existing stadium and construction of new stadium, with youth training facilities, 16,745 sq.m. of business (B1) floorspace, a care home and 450 no. residential dwellings - Access not reserved (Variation of conditions 3, 8&9, 12-15, 18, 25-27, 29&30, 32-34, 38, 43, 45&46 and 48 from previous outline permission S/07/1365).

**Site Address:** Abbey Stadium, Lady Lane Swindon SN2 4DN

**Agent:**

Mr James Walker  
Pegasus Planning Group  
Pegasus House  
Querns Business Centre  
Whitworth Road  
Cirencester  
Gloucestershire  
GL7 1RT

**Applicant:**

Landvest PCC Ltd. And Gaming International  
Ltd.  
c/o agent

**WARNING:  
IF YOU DO NOT COMPLY WITH THE CONDITION(S) BELOW,  
THE COUNCIL MAY TAKE LEGAL ACTION AGAINST YOU**

Reason for granting planning permission: The proposal does not conflict with the relevant development plan policies and there are no material planning considerations that outweigh the provisions of the development plan.

## Conditions

### Scope of the Permission

1. The submission of Reserved Matters and the implementation of development shall be carried out in broad accordance with the mix and disposition of land uses shown on the Illustrative Master Plan (drawing number G2212 (05) 104 revision B)

Reason: To define the scope of the permission.

Relevant Policies: DP2 Wiltshire and Swindon Structure Plan 2016 (2006), DS6, DS7, DS8 and R1 Swindon Borough Local Plan 2011 (2006).

# Town and Country Planning Act 1990

## Permission for Development

1. The Local Planning Authority HEREBY GRANT PLANNING PERMISSION for the development proposed in the application subject to the scheduled conditions. Which is hereby expressly incorporated herewith and of which brief details are, by way of identification only, set out in the schedule (see overleaf).
2. “The Local Planning Authority”, and “the application” referred to above, are those described in the schedule overleaf.
3. The scheduled conditions have been imposed for the reasons set out in the schedule.

### Notes

If the Applicant is aggrieved by the decision of the Local Planning Authority to grant permission for the proposed development with conditions, the applicant may appeal to the Secretary of State in accordance with section 78 of the Town and Country Planning Act 1990, within 6 months of the date of the decision. Appeals must be made on a form that is obtainable from the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or alternatively you may appeal online at [www.planningportal.gov.uk](http://www.planningportal.gov.uk)

If the permission to develop land is granted with conditions and the owner of the land claims that the land has become incapable of reasonable/beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council a purchase notice requiring that his interest in the land be purchased in accordance with the provisions of Part 6 of the Town and Country Planning Act 1990.

## Abbey Meads Design Brief

2. The development shall be carried out in broad accordance with the approved Design Brief (Version 3, dated January 2008), unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory development.

Relevant Policies: DS6, DS7 Swindon Borough Local Plan (1999).

## Outline Permission Listing Reserved Matters

3. Approval of the details of the layout, scale, external appearance and landscaping of the development (herein after called the reserved matters) for each development phase or sub phase, as may be approved pursuant to condition 7, shall be obtained from the local planning authority in writing, before any development is commenced. No development shall take place within each phase or sub phase until those details of each phase or sub phase have been submitted to and approved by the Local Planning Authority.

Reason: To comply with the requirements of Section 91 (1) of the Town and Country Planning Act 1990 (as amended) and to define the scope of the permission, ensuring that the details of the development are satisfactory.

Relevant Policies: DS6 and DS7 Swindon Borough Local Plan 2011 (2006).

## Time Limit for Application of Reserved Matters

4 Time Limit for Application of Reserved Matters Applications for the approval of Reserved Matters referred to in condition 3 above, shall be submitted to the Local Planning Authority before the expiration of 5 years from the date of this permission and shall be carried out in accordance with this outline approval.

Reason: To enable the Council to review the suitability of the development in accordance with Section (92(2) of the Town and Country Planning Act 1990 (as amended).

## Time Limit for Start of Development

5. The development hereby permitted shall be begun either before the expiration of 5 years from the date of this permission, or before the expiration of 2 years from the date of the last of the Reserved Matters to be approved, whichever is the later.

Reason: To enable the Council to review the suitability of the development in accordance with Section 92(2) of the Town and Country Planning Act 1990 (as amended).

## Scale of Development

6. The development hereby permitted shall not exceed the following capacities:

- a) 6,840 square metres of D2 Stadium (including youth training and conference facilities) having an associated maximum spectator capacity of 4,500.
- b) The above Stadium to include a market facility, which shall not exceed 3,712 square metres.
- c) 450 dwellings
- d) 13,400 square metres of B1 (a) Office; and
- e) 3,345 square metres of B1(c) Light Industry.

The maximum floor area and/or number of bedrooms in respect of the care home shall be submitted to and agreed in writing prior to the submission of the Reserved Matters.

Reason: To define the scope of the development in the interests of amenity and highway safety.

Relevant Policies: DS6, DS7 and DS8 Swindon Borough Local Plan 2011 (2006).

## Phasing of Development

7. No part of the development hereby permitted shall be commenced until a programme for the phasing of development has been submitted and agreed in writing by the Local Planning Authority.

Reason: To ensure the proper planning of the development in the interests of amenity.

Relevant Policies: DP2 Wiltshire and Swindon Structure Plan 2016 (2006) and DS6 Swindon Borough Local Plan 2011 (2006).

## Construction Management Plan

8. No development shall commence within each phase or sub phase as may be approved pursuant to condition 7, until a Construction Management Plan for each phase or sub-phase has been submitted to the Local Planning Authority for approval in writing and shall include the following information;

- a) A scheme to show the routes of construction vehicles and vehicles associated within the construction work, for example site operatives and deliveries to and from any part or phase of the development, from the adjacent highway network.
- b) Details of construction operation hours and delivery hours including for site workers;
- c) A method statement for the control of noise, dust, smoke vibration, fumes and debris during construction.

Reason: To ensure the proper planning of the development in the interest of highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).



### Temporary Access and Parking

9. No site works or use by site traffic within each phase or sub phase as may be approved pursuant to condition 7, shall commence until a temporary access and a site compound to include car parking area for site operatives and for construction traffic has been laid out and constructed within that phase or sub-phase as may be approved pursuant to condition 7, in accordance with details to be submitted to and agreed in writing with the Local Planning Authority.

Reason: To ensure the proper planning of the development in the interests highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Wheel Washing

10. Prior to the commencement of any site construction works, wheel cleaning facilities shall be provided, used and maintained on site for the duration of the site construction all in accordance with details that shall be submitted to and agreed in writing with the Local Planning Authority.

Reason: In the interest of highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Flood Risk Assessment

11 The development shall be designed and constructed in accordance with the Flood Risk Assessment, produced by Peter Brett Associates dated May 2007 (Ref 15255/200/B), and the addendum letter dated 20 August 2004.

Reason: To protect the development and its occupants from the risk of flooding, and to prevent the increased risk of flooding.

Relevant Policies: C5 Wiltshire and Swindon Structure Plan 2016 (2006);

### Strategic Drainage Plan

12 With the Reserved Matters application(s), a strategic drainage plan for the whole site, incorporating sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure a strategic drainage plan is provided for the master planned development.

Relevant Policies: C5 Wiltshire and Swindon Structure Plan 2016 (2006);

### Sustainable Urban Drainage System

13 For each phase or sub-phase of development, no works shall commence until sustainable drainage details, have been submitted to and approved in writing by the Local Planning Authority, and the scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Reason: To prevent the increased risk of flooding and to improve water quality.

Relevant Policies: C5 Wiltshire and Swindon Structure Plan 2016 (2006).

## Contaminated Land, Ground and Surface Water - site assessment

14 No development within the areas identified as phases 1- 4 or 5 - 11 of phasing plan 13107/4070/D submitted for discharge under condition 7 of outline planning permission S/07/1365 shall commence until the following has been completed for those groups of phases or areas:

- a) A site investigation has been designed for the site using the information obtained from the desktop study and any diagrammatical representations (Conceptual Model). This should be submitted to, and approved in writing by the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:
  - o A risk assessment to be undertaken relating to human health, groundwater and surface waters and other relevant receptors associated on and off the site that may be affected, and
  - o Refinement of the Conceptual Model, and
  - o The development of a Method Statement detailing the remediation requirements.
- b) The site investigation has been undertaken and completed in accordance with the details approved by the Local Planning Authority and the risk assessment has been undertaken.
- c) A Method Statement detailing the remediation requirements, including measures to minimise the impact on human health, ground and surface waters and other relevant receptors, using the information obtained from the Site Investigation has been submitted to the Local Planning Authority. This should be approved in writing by the Local Planning Authority prior to that remediation being carried out on the site.

Reason: To ensure that the proposed site investigations and remediation will not cause pollution of Controlled Waters.

Relevant Policies: C5 Wiltshire and Swindon Structure Plan 2016 (2006); ENV23 Swindon Borough Local Plan 2011 (2006).

## Contaminated Land, Ground and Surface Water - remedial works

15 The remediation requirements in the Method Statement as detailed above pursuant to condition 14 and as may be agreed in writing by the Local Planning Authority, shall be fully implemented before the development is commenced within areas comprising phases 1 - 4 and 5 - 11 of phasing plan 13107/4070/B. Upon completion of the remediation measures detailed in the Method Statement for areas comprising phases 1 - 4 and 5 - 11 of phasing plan 13107/4070/C, a report shall be submitted to the Local Planning Authority to verify that the required works regarding human health, ground and surface water and other relevant receptors have been carried out in accordance with the approved Method Statement(s) for those areas. Post remediation sampling and monitoring results shall be included in the report to demonstrate that the required remediation has been fully met. Future monitoring proposals and reporting shall also be detailed in the report.

Reason: To protect Controlled Waters by ensuring that the remediated site has been reclaimed to an appropriate standard.

Relevant Policy: ENV27 Swindon Borough Local Plan 2011 (2006).

### Soakaways and Water Table

16 No soakaways shall be constructed such that they penetrate the water table, and they shall not in any event exceed 2 metres in depth below existing ground level.

Reason: To prevent pollution of groundwater.

Relevant Policies: C5 Wiltshire and Swindon Structure Plan 2016 (2006); ENV23 Swindon Borough Local Plan 2011 (2006).

### Soakaways on Contaminated Ground

17 No soakaways shall be constructed in contaminated ground

Reason: To prevent pollution of groundwater.

Relevant Policies: C5 Wiltshire and Swindon Structure Plan 2016 (2006); ENV23 and ENV27 Swindon Borough Local Plan 2011 (2006).

### Sewerage Infrastructure

18 No foul water from the site shall be discharged into the sewerage system with the exception of:

- a) the new stadium;
- b) the youth training facilities;
- c) no more than 60 dwellings; and
- d) no more than 75 beds within the care home;

until either:

- (i) the drainage works planned by Thames Water have been completed, or
- (ii) 31st March 2014 (whichever is the earlier),

Unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that the foul water discharge from the site shall not be detrimental to the existing sewerage system.

Relevant Policies: DP2 Wiltshire and Swindon Structure Plan 2016 (2006); DS8 and CF13 Swindon Borough Local Plan 2011 (2006).

### Water Supply Infrastructure

19 The development hereby permitted shall not be commenced until impact studies of the existing water supply infrastructure have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand.

Relevant Policies: DP2 Wiltshire and Swindon Structure Plan 2016 (2006); DS8 and CF13 19 Water Supply Infrastructure Swindon Borough Local Plan 2011 (2006).

### Protection of Bats

20 No demolition or partial demolition of existing buildings or management and felling of trees on the site shall take place before a survey has been undertaken to confirm whether or not bats or bat roosts are present. If bats or their roosts are present, mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. Such measures as may be approved shall be implemented to the satisfaction of the Local Planning Authority prior to the demolition or felling of any roost.

Reason: To ensure the preservation of bats and their associated environment.

Relevant Policies: C3 Wiltshire and Swindon Structure Plan 2016 (2006); ENV18 Swindon Borough Local Plan 2011 (2006).

### Protection of Badgers

21 Prior to the commencement of works a survey for the presence of badgers and occupied setts shall have first been completed in accordance with a scheme that shall have first been submitted and approved in writing by the Local Planning Authority. Proposals to protect all identified badgers and occupied badger setts within that area shall be implemented in accordance with a scheme that shall have first been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the protection of badgers and their associated environments.

Relevant Policies: C3 Wiltshire and Swindon Structure Plan 2016 (2006); ENV18 Swindon Borough Local Plan 2011 (2006).

### Highway Infrastructure

22 The proposed estate roads, footways, footpaths, verges, junctions, street lighting, sewers, drains, retaining walls, service routes, surface water outfall, vehicle overhang margins, embankments, visibility splays, accesses, carriageway gradients, drive gradients, car parking and street furniture (where all applicable) shall be constructed and laid out in accordance with details to be submitted and approved by the Local Planning Authority before their construction is commenced. For this purpose, plans and sections, indicating as appropriate the design, layout, levels, gradients, materials and method of construction shall be submitted to the Local Planning Authority.

Reason: To ensure that the roads are laid out and constructed in a satisfactory manner.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Consolidated and Surfaced Roads and Footways

23 The proposed roads, including footpaths and turning spaces where applicable, shall be constructed in such a manner as to ensure that each dwelling before it is occupied shall be served by a properly consolidated and surfaced footpath and carriage way to at least base course level between the dwelling and the existing highway.

Reason: To ensure that the development is served by an adequate means of access.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Access to Stadium

24 The Stadium hereby permitted shall not become operational until the highway access works from Lady Lane are completed and fully operational

Reason: In the interests of highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Loading and Unloading

25 No commercial or other non-residential building(s) shall be occupied or otherwise used for any purpose until provision has been made within the site for the loading and unloading of goods vehicles.

Reason: In the interest of amenity and road safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006)

### Parking Areas

26 Plans showing the parking areas in relation to the stadium and ancillary facilities, employment units and care home shall be submitted to and approved in writing by the Local Planning Authority before the development is commenced. These areas shall be surfaced in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority, and constructed to the satisfaction of the Local Planning Authority before the uses commence and shall not be used other than for the parking of vehicles in connection with the developments hereby permitted.

Reason: In the interest of amenity and highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Car Parking Standards

27 Before the development hereby authorised is brought into use the residential car parking provision conforming to the Borough Council's car parking standards, together with manoeuvring facilities shall be completed in accordance with details and materials to be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter for the duration of use.

Reason: To enable vehicles to enter and leave the parked areas in forward gear and to be reasonably accommodated within the development site in the interest of amenity and highway safety.

Relevant Policies: T6 Wiltshire and Swindon Structure Plan 2016 (2016); DS6 and T1 Swindon Borough Local Plan 2011 (2006).

### Garage Standards

28 All single garages and any associated hard standings to be constructed in connection with the residential development shall conform to the Borough Council's standards. Any garages shall thereafter be retained for the parking of vehicles in connection with the use of the development hereby permitted.

Reason: In the interest of amenity and highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Cycle Parking Standards

29 Before the development hereby permitted is brought into use, cycle parking facilities conforming to the Borough Council's standards shall be completed in accordance with details and materials to be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter for the duration of use.

Reason: In the interest of cycle user amenity and safety.

Relevant Policies: T5 Wiltshire and Swindon Structure Plan 2016 (2006); DS6 and T1 Swindon Borough Local Plan 2011 (2006).

### Motorcycle Parking Standards

30 Before the development hereby permitted is brought into use, secure motorcycle parking facilities conforming to the Borough Council's standards shall be completed in accordance with details and materials to be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter for the duration of use.

Reason: In the interest of motorcycle user amenity and safety.

Relevant Policies: DS6 and T1 Swindon Borough Local Plan 2011 (2006).

### Access off Lady Lane

31 The proposed B1(c) use and stadium development (with the exception of the associated pits and kennels and coach / Park and Ride drop-off and turning facilities) shall be served by a new access at Lady Lane, as shown on drawing G2212(05)104B. No through highway access shall be permitted onto Salzgitter Drive at any time, other than in emergencies unless agreed in writing by the Local Planning Authority. The stadium and market areas will have controlled access from Lady Lane when the primary uses are not open for business and will have uncontrolled access from Lady Lane when the primary uses are open for business, in accordance with the submitted details in the Stadium and Market Parking Strategy.

Reason: In the interest of highway safety.

Relevant Policies: DS6 and T1 Swindon Borough Local Plan 2011 (2006).

### Access off Salzgitter Drive

32 A new access to the site from roundabout 1 (RB1) at Salzgitter Drive, as shown on approved drawing G2212(05)104 shall be provided prior to the first occupation of the proposed B1(a) development, Stadium Pits and kennels and coach / Park and Ride drop-off / turning facilities. No through access into the stadium shall be permitted other than in emergencies. The stadium pits and kennels and coach / Park and Ride drop-off / turning facilities areas will have controlled access from Salzgitter Drive at evening and weekends.

Reason: In the interest of highway safety.

Relevant Policies: DS6 and T1 Swindon Borough Local Plan 2011 (2006).

### Stadium Parking

33 Prior to the proposed stadium being brought into use a car park with a maximum of 290 spaces shall be provided in accordance with details submitted to and approved in writing by the Local Planning Authority as part of the Reserved Matters application. This shall be reserved for the sole and exclusive use of the stadium and its ancillary uses and shall not be used by the B1(a) and B1(c) uses hereby permitted.

Reason: In the interest of highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Pedestrian / Bicycle Route

34 No works shall commence within the relevant commercial phase as may be approved pursuant to condition 7, on the development site until a plan detailing a 3 metre wide cycle / pedestrian route from Salzgitter Drive northerly along the new business park access road has been submitted and approved in writing by the Local Planning Authority.

Reason: For the convenience of pedestrians and cyclists in the interests of highway safety.

Relevant Policies: T5 Wiltshire and Structure Plan 2016 (2006); T1, T5 and T6 Swindon Borough Local Plan 2011 (2006).

### Pedestrian Crossing Points

35 No work shall commence on the development site until a plan showing full details of the position of 4 sets of uncontrolled crossings along Salzgitter Drive have been submitted and approved in writing with the Local Planning Authority.

Reason: In the interests of highway safety.

Relevant Policies: T5 Wiltshire and Structure Plan 2016 (2006); T1 and T5 Swindon Borough Local Plan 2011 (2006).

### Right of Way

36 The definitive right of way shall be maintained through the site. Plans showing the siting and construction details shall be submitted and approved in writing by the Local Planning Authority before works commence on the site.

Reason: In the interest of highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Taxis, Coaches and Park & Ride

37 No development shall take place within the stadium site until details of coach and taxi drop-off and waiting points, including the drop off and waiting points for the Park and Ride facilities, have first been submitted to and approved in writing by the Local Planning Authority. The physical works comprising the routes and interchanges shall thereafter remain in their approved form for so long as the area remains in use.

Reason: In the interests of amenity and highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## Landscape Protection and Maintenance

38 All landscaping shall be carried out in accordance with the reserved matters approved schemes of landscaping; this shall include a planting schedule, timetable of works, details of the positions, species and crown spread of all existing trees and hedgerows on the land, detailing those to be retained, together with measures for their protection during development. Any planting which, within a period of 5 years from the date planted, dies, is removed or becomes seriously damaged or diseased, shall be replaced by one of similar size(s) and species within the next planting season.

Reason: To ensure that the appearance of the development is acceptable.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## Tree Protection

39 No materials, plant, soil or spoil shall be stored underneath, and no burning of materials shall take place within 5 metres of the furthest extent of, the canopy of any tree or group of trees on the site shown for retention on the approved plans. No existing tree shall be lopped, topped, felled, destroyed or wilfully damaged including any damage to roots, without the prior written consent of the Local Planning Authority

Reason: To ensure minimal interference with trees that are to be retained on the land and ensure that damage does not occur to the trees during building operations.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## Maximum Building Heights

40 With the exception of the stadium and unless otherwise agreed in writing by the Local Planning Authority, no building shall exceed a maximum height of 9 metres to the eaves line, above ground level.

Reason: In the interest of amenity.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## External Storage

41 No goods, plant, equipment, machinery or materials shall be deposited or stored, or articles displayed, or processes undertaken on site in relation to the stadium and ancillary facilities, the employment units and the care home without the prior written consent of the Local Planning Authority.

Reason: To safeguard the visual amenities of the area.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## Storage of Chemicals, Gases and Liquids

42 There shall be no storage of oils, fuels or chemicals on the site other than in storage facilities constructed in accordance with details that shall have first been submitted to and approved in writing by the Local Planning Authority.

Reason: To prevent pollution and safeguard the amenities of the area.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).



## Waste and Recycling Storage

43 No dwellinghouse hereby approved shall be occupied until facilities have been provided for the storage of refuse and recycling materials, details of which shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of visual amenity.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## Utilities

44 Unless otherwise approved in writing by the Local Planning Authority, no utility metre boxes shall be affixed or installed at the front of any dwellinghouse or to the side of any dwellinghouse where it fronts a highway or footway.

Reason: In the interests of visual amenity.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## Internal Noise Levels

45 For each phase of residential development as may be approved pursuant to condition 7 above, no works shall commence until a design has been submitted to and approved by the Local Planning Authority to achieve internal noise levels in bedrooms and living rooms in dwellings post construction of the development on the site, of 30 dBLAeq T (where T is 23:00 - 07:00) and 35 dBLAeq T (where T is 07:00 - 23:00) and the dwellinghouses on the relevant phase shall be constructed in accordance with the approved design.

Reason: In the interests of amenity.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## Mechanical Ventilation

46 Where the internal noise levels in bedrooms and living rooms can only be achieved by closing windows, supply air mechanical ventilation shall be provided to the room. The standard of ventilation to be achieved is that contained in the Noise Insulation Regulations 1975 (or an equivalent) and details of this shall be submitted to and approved by the Local Planning Authority. All supply air ventilation systems shall have a standard and boost facility. All the controls on mechanical ventilation systems shall be easily and practically accessible by the occupants of each dwelling. All ventilation systems shall be retained in their approved form whilst the dwelling is occupied.

Reason: In the interest of amenity.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Lifetime Homes

47 Two percent of the dwellings constructed on the site pursuant to this permission shall provide ramped access with flush thresholds into all doorways, doorway widths, space for internal circulation and for through-the-floor lift vertical circulation, and for use of a bathroom, toilet and kitchen at entry level designed to provide for wheelchair user occupiers which shall first be agreed in writing by the Local Planning Authority. These features and provisions shall be retained for so long as the buildings hereby permitted remain in use as dwelling houses.

Reason: In the interest of disabled access.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Sustainable Construction

48 The Reserved Matters for each phase or sub-phase of development as may be approved pursuant to condition 7, shall include a comprehensive Sustainability Strategy to be incorporated in the development for that phase of the site; such details shall be submitted to and approved by the Local Planning Authority in writing, before any works commence on site. The Strategy shall be prepared taking into account how the development will seek to achieve the standards within the Swindon Sustainable Design and Construction Supplementary Planning Document with particular focus on issues of rainwater harvesting and grey water recycling, given water sensitivity issues in Swindon. The development shall be implemented in accordance with the Sustainability Strategy as approved unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the provision of an environmentally sustainable development.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

### Market

49 The market shall not be open to the general public or trading for any purpose other than between the hours of 09:00 and 15:00 on Wednesdays and Saturdays and between the hours of 09:00 and 16:00 on Sundays unless otherwise agreed in writing with the Local Planning Authority.

Reason: In the interests of amenity and highway safety.

Relevant Policy: DS6 Swindon Borough Local Plan 2011 (2006).

## Informatives

1. This decision is in respect of the following plans and documents: Location Plan - drawing number G2212 (05) 101 Illustrative Master Plan - G2212 (05) 104 New stadium overlay - G2212 (05) 105 Design and Access Statement, Powell Dobson, May 2007 Design Brief (revision 3), Powell Dobson, January 2008 Planning Statement, Terence O'Rourke, May 2007 Transport Assessment, Pinnacle Transportation Ltd, May 2007 Report on Trees at Abbey Meads Site, Keith Rushforth, February 2007 Statement of Community Involvement, Terence O'Rourke May 2007 Flood Risk and Drainage Assessment, Peter Brett Associates, May 2007 Archaeological Evaluation, Cotswold Archaeology, 2000, 2003 and 2007 Sustainability Assessment, Terence O'Rourke, May 2007 Geoenvironmental and Geotechnical Desk Study, Peter Brett Associates, October 2004 Geoenvironmental and Geotechnical Desk Study and Tire 1 Preliminary Risk Assessment, Peter Brett Associates, February 2007 Phase 1 Protected Species Survey and Phase 2 Ecology Surveys, ECOSA, March 2007 Noise Impact Assessment, Alan Saunders Associates, May 2007 Utility Site Audit, Peter Brett Associates, April 2007 Stadium Events Travel Plan, Transport Planning Associates, 7 January 2011 (as amended)

**Authorised by Bernie Brannan, Board  
Director – Service Delivery**



**Decision Dated:**

**8th August 2013**

Dated 11 AUGUST 2011

- (1) Abbeymeads LLP
- (2) Gaming International Limited
- (3) Lloyds TSB Bank PLC
- (4) Swindon Borough Council

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Agreement under Section 106 of the  
Town and Country Planning Act 1990  
(as amended) relating to land at  
Abbey Stadium Lady Lane Swindon

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Ref: ASDM/121415.00005

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THIS DEED is made the

11

day of

AUGUST

2011

**BETWEEN**

- (1) **ABBEYMEADS LLP** (Co. Reg. No. OC3313469) whose registered office is at One Appold Street London EC2A 2UU (“**the First Owner**”)
- (2) **GAMING INTERNATIONAL LIMITED** (Co. Reg. No. 00263234) whose registered office is at Abbey Stadium Lady Lane Blunsdon Swindon Wiltshire SN25 4DN (“**the Second Owner**”)
- (3) **LLOYDS TSB BANK PLC** (Co. Reg. No. 2065) whose registered office is at 25 Gresham Street London EC2V 7HN (“**the Mortgagee**”) and
- (4) **SWINDON BOROUGH COUNCIL** of Civic Offices Euclid Street Swindon (“**the Council**”)

**RECITALS**

- (A) The Council is the local planning authority for the purposes of the Act the local housing authority for the purposes of Parts VI and VII of the Housing Act 1996 and the local education authority for the purposes of the Education Act 1996 for the area within which the Development Land is situated and by whom the obligations contained in this Deed are enforceable
- (B) The First Owner is the registered proprietor of the Blue Development Land with absolute freehold title under title numbers WT197106, WT199248 and WT243434
- (C) The Second Owner is the registered proprietor of the Green Development Land with absolute freehold title under title numbers WT162845 and WT237169
- (D) The Mortgagee is the mortgagee of the Green Development Land under Registered Charges dated 3 November 2004 and 12 April 2006 and made between the Mortgagee and the Second Owner
- (E) The First Owner is also a mortgagee of the Green Development Land under Registered Charges dated 13 September 2005 and 12 April 2006 and made between the First Owner and the Second Owner
- (F) The First Owner has submitted the Application to the Council and the Council has resolved to grant planning permission subject to the completion of this Deed and to a referral to the Secretary of State under the Town and Country Planning (Development Plans & Consultation) Departures Directions 1999
- (G) The Secretary of State by a letter dated 9 May 2008 has directed that the Council may determine the Application as it deems fit

**It is agreed:**

**1. Interpretation**

- 1.1 In this Deed where the context admits the following expressions shall have the following meanings

“**Act**”: the Town and Country Planning Act 1990

“**Administration Fee**”: the sum of One Hundred and Fifteen Thousand Nine Hundred and Forty Pounds Twenty Five Pence (£115,940.25) being five per cent (5%) of the gross total of all

the Contributions as a payment towards the costs of the Council in administering planning obligations secured under this Deed PROVIDED THAT the five per cent (5%) payable in respect of the Culture and Leisure Contribution being the sum of Seventeen Thousand Five Hundred Pounds (£17,500.00) shall be refunded to the Owners in the event that the Culture and Leisure Contribution is not payable in accordance with Schedule 6

**“Affordable Housing”**: housing provided with or without public subsidy for purchase and/or rent or for any combination of purchase and rent significantly below market level as defined by the Secretary of State for Communities and Local Government to be made available for persons who cannot afford to buy or rent houses generally available on the open market

**“Affordable Housing Administration Fee”**: the sum of Two Hundred Pounds (£200) per Affordable Housing Unit that is provided in accordance with Paragraph 1.2.2 of Schedule 1 to be paid to the Council to cover the cost of administering access to the said Affordable Housing Units

**“Affordable Housing Land”**: those areas of the Development Land being no less than three separate and identifiable areas together having a total area of approximately one hectare on which the Affordable Housing Units are to be provided and the location of which the Owners and Council shall agree as part of the approval of reserved matters pursuant to the Planning Permission

**“Affordable Housing Unit(s)”**: sixty eight (68) or such other number to be approved by the Council of the Residential Units to be provided as Affordable Housing on the Affordable Housing Land or any one or more of them and the land within the curtilage of each said unit

**“Application”**: the planning application dated 24 May 2007 and referenced S/07/1365/IH made by the Owners for planning permission to develop the Development Land by demolition of existing Abbey Stadium and construction of new stadium and youth training facilities, construction of approx 16,745 sqm B1(a) and B1(c) floorspace, a care home and approx 450 residential dwellings

**“Blue Development Land”**: that part of the Development Land shown for illustrative purposes only hatched on Plan 1

**“Central Area”**: the central area of the Borough of Swindon as defined in the Swindon Local Plan 2011

**“Central Area Public Realm Contribution”**: the sum of One Hundred and Ninety Thousand Pounds (£190,000.00) to be paid by the Owners to the Council for the purposes of funding the enhancement of public realm within the Central Area and such other measures to improve the quality and attraction of the Central Area

**“Commencement Date”**: the date on which the Planning Permission is begun by the carrying out of a material operation (as defined by Section 56 (4) of the Act) PROVIDED THAT for the purposes of this Deed the following shall not be taken to be a material operation:-

- (a) works of site clearance;
- (b) ground investigation or site survey work;
- (c) construction of boundary fencing or hoarding;
- (d) archaeological investigation;

- (e) works of decontamination or remediation;
- (f) the laying construction and connection of drains and other services;
- (g) the carrying out of service diversion or installation works;
- (h) any work to or in respect of statutory utilities equipment;
- (i) temporary works or structures; and
- (j) bunding

and “Commence” or “Commenced” in respect of the whole or any part or parts of the Development shall be construed accordingly

**“Community Forest Contribution”**: the sum of Fifty-Seven Thousand Seven Hundred and Fifty Five Pounds Twenty Five Pence (£57,755.25) to be paid by the Owners to the Council for the purposes of funding one or more of the projects for the forest area nearest to the Development Land as identified in the Community Forest Plan

**“Community Forest Plan”**: the Great Western Community Forest Plan (reviewed in 2000)

**“Community Safety Contribution”**: the sum of Three Hundred and Sixty-Two Thousand and Ninety-Two Pounds Fifty Pence (£362,092.50) to be paid by the Owners to the Council for the purposes of funding the maintenance of lighting CCTV and landscaping within the Development and the provision of the same within the immediate vicinity of the Development Land

**“Completion Notice”**: the notice or notices issued by the Council either prior to or during the Interim Period requiring any works that it considers (acting reasonably) to be necessary for the Play Areas or the POS to be in accordance with the Play Area Specification or the POS Specification as appropriate including (without limitation) with regard to the POS re-planting of unhealthy or failed plants and a timescale within which those works are to be completed

**“Contributions”**: the Central Area Public Realm Contribution the Community Forest Contribution the Community Safety Contribution the Culture and Leisure Contribution the Education Contribution the Local Health Contribution the Public Art Contribution the Social Services Contribution the Transport Contribution

**“Culture and Leisure Contribution”**: the sum of Three Hundred and Thirty-Two Thousand Five Hundred Pounds (£332,500.00) to be paid by the Owners to the Council for the purposes of funding the provision of culture and leisure facilities within the Borough of Swindon

**“Development”**: the development of the Development Land proposed in the Application or permitted by the Planning Permission

**“Development Land”**: the land shown for illustrative purposes only delineated with a dotted line on Plan 1 comprising the Blue Development Land and the Green Development Land in respect of which the Application has been submitted for the Development

**“Dispute”**: any dispute issue difference question or claim as between the Owners and the Council relating to or arising under out of or in connection with this Deed



**“Dispute Notice”**: a notice requiring a Dispute to be referred to a Referee setting out the nature basis and a brief description of the Dispute and the Clause or Paragraphs of this Deed pursuant to which the Dispute has arisen and the redress being sought and the proposed Referee

**“Education Contribution”**: the sum of Five Hundred and Ninety-Eight Thousand Six Hundred and Eighteen Pounds Seventy Five Pence (£598,618.75) to be paid by the Owners to the Council for the purposes of funding the provision of additional educational facilities within the Borough of Swindon required as a consequence of the Development

**“Final Certificate”**: the certificate issued by the Council in accordance with Paragraphs 1.2.6(a) and 2.2.6(a) of Schedule 2 as appropriate

**“Final Inspection”**: the inspection or inspections of the POS or Play Areas as appropriate conducted by the Council twelve months after commencement of the Interim Period (or an alternative time period as may be agreed from time to time by the parties hereto) to ensure that all works have been carried out in accordance with the Play Area Specification or the POS Specification as appropriate (and in the case of the POS that the plants are in good health) and to determine (acting reasonably) whether it is appropriate to issue a Completion Notice or the Final Certificate

**“First Inspection”**: the inspection or inspections of the POS or Play Areas as appropriate conducted by the Council six months after commencement of the Interim Period (or an alternative time period as may be agreed from time to time by the parties hereto) to ensure that the planting and landscaping has been properly undertaken in accordance with the POS specification and that the plants are in good health and to determine (acting reasonably) whether it is appropriate to issue a Completion Notice

**“Framework Travel Plan”**: the document entitled “Framework Travel Plan” and provided at Annex 1 hereto

**“Full Travel Plan”**: a travel plan for the entire Development with the exception of the New Stadium in a format and content to be agreed between the Owners and the Council in accordance with the requirements of the Framework Travel Plan

**“Green Development Land”**: that part of the Development Land shown for illustrative purposes only cross hatched on Plan 1

**“Homes and Communities Agency”**: the Homes and Communities Agency within the meaning of the Housing and Regeneration Act 2008 being a public body whose role is to regulate and fund Registered Social Landlords (or any statutory successor or successor recognised as such by government)

**“Index Linked”**: the recalculation of any financial contribution to be made by the Owners under this Deed by applying the following formula

$$A \times B/C = D$$

Where:

A = the payment specified in this Deed

B = the figure shown is the Build Cost Information Service All In Tender Price Index published by BCIS for the period immediately prior to the due date for payment of such sum under the provisions of this Deed

C = the figure shown is the Build Cost Information Service All In Tender Price Index published by BCIS for the period last published to the date of this Deed

D = the recalculated sum payable under this Deed

**“Interim Period”**: the period between the issue of the Provisional Certificate and the implementation of the Landscape Management Plan pursuant to Paragraph 1.1.3 or 2.1.3 of Schedule 2 as appropriate such period being not less than twelve months

**“Landscape Management Plan”**: the landscape management plan which describes in detail the future maintenance of the approved scheme for the landscaping of the Development referred to in Paragraph 3 of Schedule 2

**“Local Health Contribution”**: the sum of Forty-Nine Thousand Six Hundred and Seventy-Five Pounds Forty Eight Pence (£49,675.48) to be paid by the Owners to the Council for the purposes of funding the provision of additional health care required within the Borough of Swindon as a consequence of the Development

**“New Stadium”**: a new speedway and greyhound racing facility forming part of the Development and comprising spectator facilities and an indoor market hall

**“New Stadium Travel Plan”**: the document entitled “Stadium Events Travel Plan” and provided at Annex 2 hereto

**“Occupation”**: the date of the first physical occupation of the Development or any part thereof (as the context so requires) for the purposes for which it is permitted pursuant to the Planning Permission which for the avoidance of doubt shall not include for the purposes of construction fitting-out security marketing or repair and **“Occupant”** and **“Occupied”** shall be construed accordingly

**“Occupier Travel Plan”**: a travel plan for either an individual Occupier or group of Occupiers of the Development in a format and content to be agreed between the Owners and the Council in accordance with the requirements of the Framework Travel Plan

**“Open Market Value”**: the best price reasonably obtainable at which the sale of an interest in an Employment Unit would have been completed unconditionally for cash consideration on the date of valuation assuming:

- (a) a willing seller;
- (b) that, prior to the date of the valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and the completion of the sale);
- (c) that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest;
- (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion;

- (f) that full planning permission including the approval of reserved matters or details pursuant has been granted for open market residential use of the unit;
- (g) that all infrastructure services and accesses required for its development are available to the boundary of the unit; and
- (h) all planning obligations relating to the unit have been fulfilled

**“Owners”**: the First Owner and the Second Owner together

**“Phase 1 Employment Units”**: all or some of the units within the Development comprising 500 square metres of B1(a) floorspace to be located in the area shown for illustrative purposes only hatched with horizontal lines on Plan 2

**“Phase 2 Employment Units”**: all or some of the units within the Development comprising 3,345 square metres of B1(a) floorspace to be located in the area shown for illustrative purposes only crosshatched on Plan 2

**“Phase 3 Employment Land”**: such part or parts of the Development Land on which the B1(a) floorspace not comprised of the Phase 1 Employment Units or the Phase 2 Employment Units is to be located and which is shown for illustrative purposes only hatched with diagonal lines on Plan 2

**“Plan 1”**: the plan attached to this Deed showing the Development Land the Blue Development Land and the Green Development Land and marked Plan 1

**“Plan 2”**: the plan attached to this Deed showing the POS and marked Plan 2

**“Planning Permission”**: the planning permission granted by the Council pursuant to the Application

**“Play Areas”**: that area designated as equipped play areas of NEAP standard as appropriate (to be construed in accordance with guidance issued by the National Playing Fields Association from time to time) referred to in Clause 5.3 and Paragraph 2 of Schedule 2

**“Play Area Specification”**: the specification for the design provision laying out and equipping of the Play Areas to be agreed between the Owners and the Council and the drawings for the same to be submitted to and approved by the Council

**“POS”**: the Public Open Space which is that part of the Development Land shown for identification purposes shaded grey on Plan 2 having an area of 1.82 hectares and referred to in Clause 5.2 and Paragraph 1 of Schedule 2

**“POS Specification”**: the specification for the design provision and laying out of the POS to be agreed between the Owners and the Council and may include a planting schedule and the drawings for the same to be submitted to and approved by the Council

**“Practical Completion”**: completion of the Development or such part thereof as the context so requires to such a stage that it is fit for occupation and use in accordance with the Planning Permission

**“Provisional Certificate”**: the certificate or certificates issued by the Council once the Council is satisfied (acting reasonably) that the POS and/or Play Areas has/have been completed along with the other obligations in Paragraph 1.1.1 or 2.1.1 of Schedule 2 as appropriate



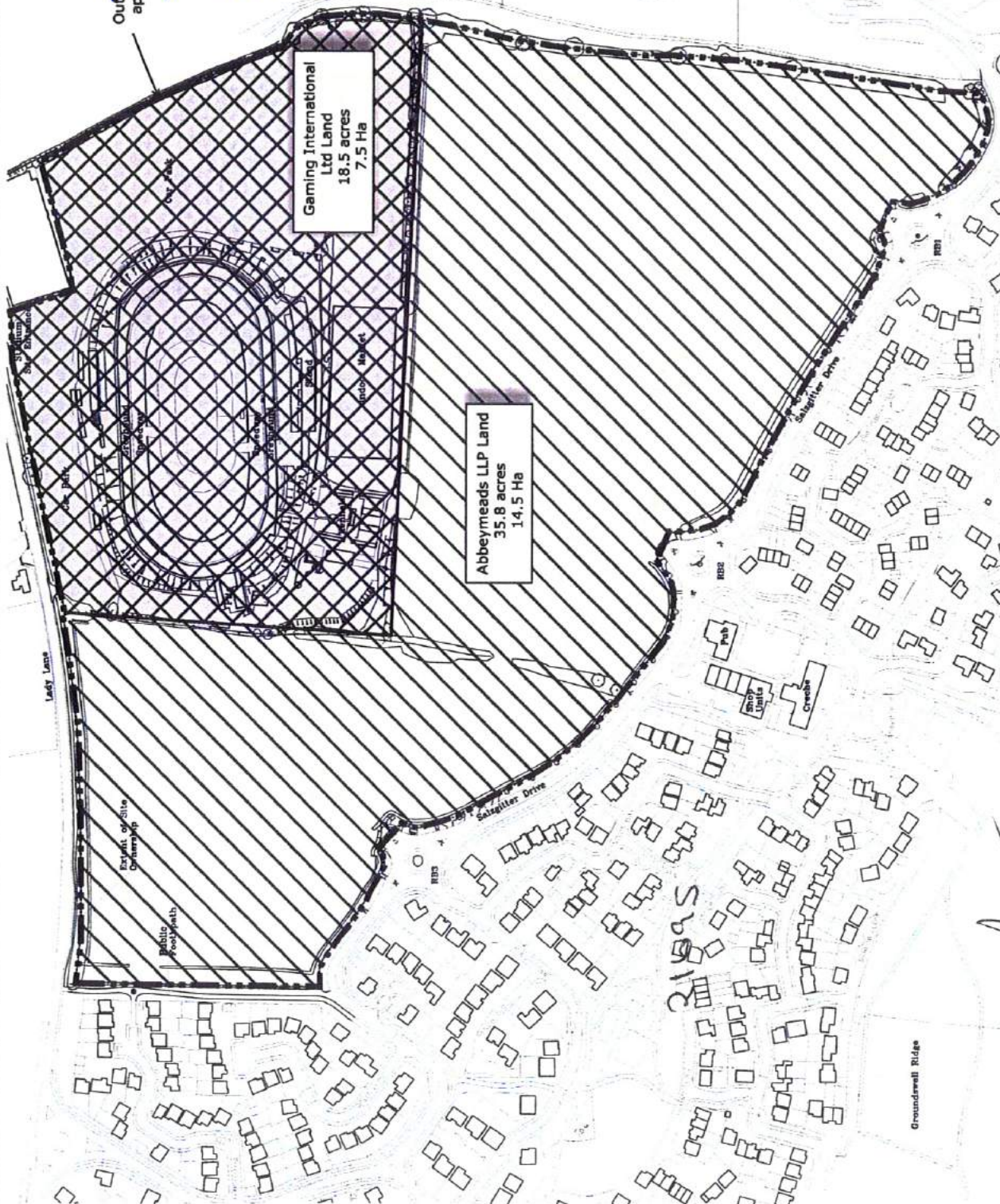
Prepared for and on behalf of  
Clydesdale Bank Plc  
Corporate Banking  
Account Services

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C. HAYWARD

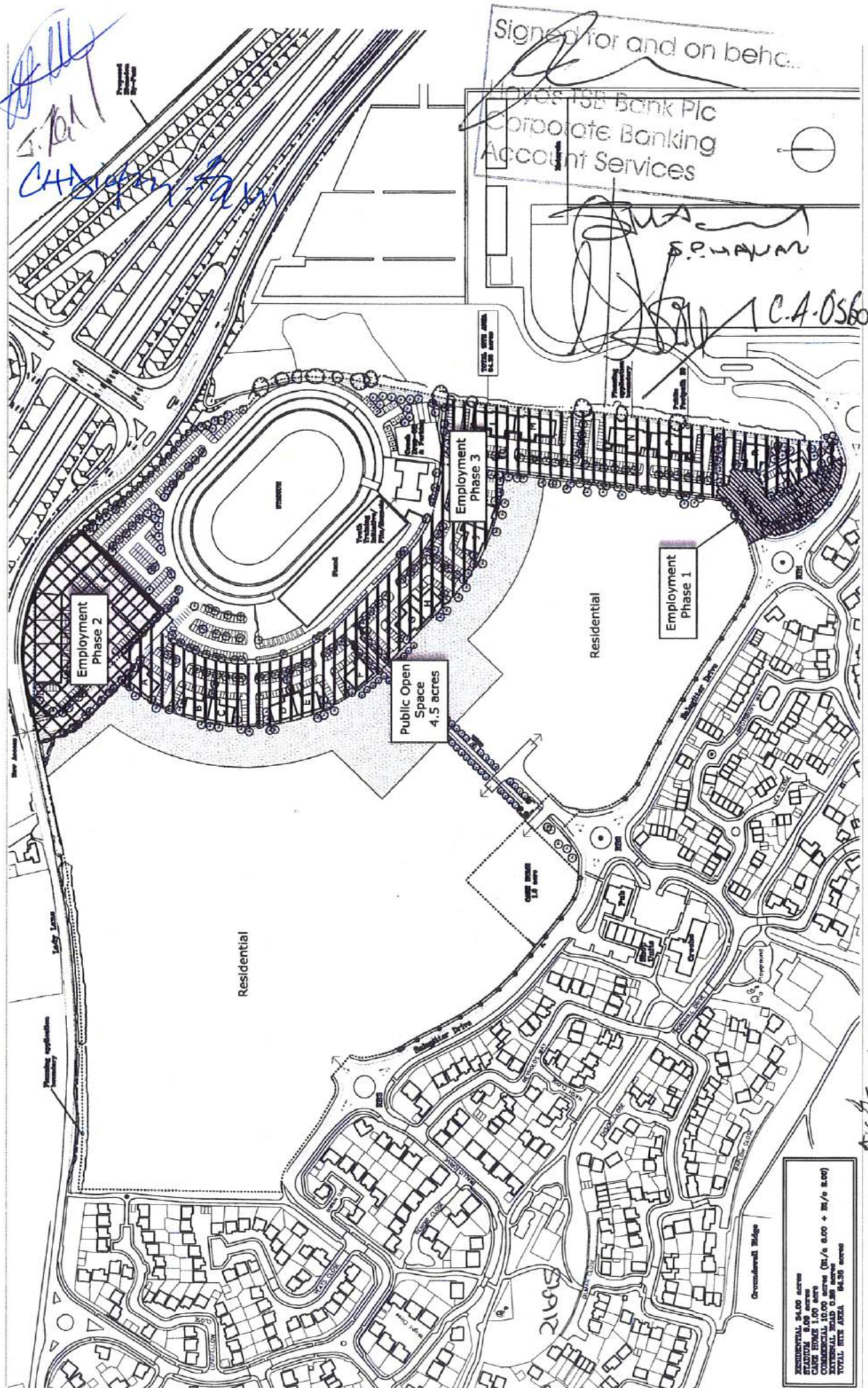
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Outline of Planning application site







HEAD OF LITIGATION

Plan 2

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July 2008

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**“Public Art Contribution”**: the sum of Forty-Seven Thousand Five Hundred Pounds (£47,500.00) to be paid by the Owners to the Council for the purposes of funding the provision of public art at a location within the Borough of Swindon such provision to be entirely at the discretion of the Council in terms of size nature and artistic influence

**“Referee”**: a member of suitable experience of an appropriate professional body who is appointed pursuant to Clause 12.3

**“Registered Social Landlord”**: a registered social landlord within the meaning of Part 1 of the Housing Act 1996 or such other provider of affordable housing who is in receipt of funding from the Homes and Communities Agency previously approved in writing by the Council (such approval not to be unreasonably delayed withheld)

**“Residential Unit(s)”**: any unit or units constructed as part of the Development to be Occupied as residential accommodation

**“Social Services Contribution”**: the sum of Three Hundred and Eighty-Nine Thousand Nine Hundred and Twenty-Two Pounds Seventy Five Pence (£389,922.75) to be paid by the Owners to the Council for the purposes of funding the provision of new and enhancement of existing social facilities and services for adults and children

**“Specified Date”**: the date upon which an obligation arising under this Deed is due to be performed and **“Specified Dates”** shall be construed accordingly

**“Statutory Undertaker”**: means statutory undertaker as defined by Section 262 of the 1990 Act and Article 1(2) of the Town and Country Planning (General Permitted Development) Order 1995

**“Transfer”** or **“Transferred”**: or any derivative thereof shall mean a transfer of the freehold interest of the relevant land or property with full title guarantee and with vacant possession on completion

**“Transport Contribution”**: the contribution of One Hundred and Seventy-Four Thousand Eight Hundred Pounds (£174,800.00) to be paid by the Owners to the Council referred to in Clause 5.5 and Paragraph 1 of Schedule 5 for the purposes of funding highway and transport improvements on the following basis:

- (i) Forty-Four Thousand Nine Hundred and Forty-Eight Pounds Thirty Pence (£44,948.30) towards a new controlled pedestrian crossing on Salzgitter Drive;
- (ii) One Hundred and Nineteen Thousand Eight Hundred and Sixty-Three Pounds Forty Pence (£119,863.40) towards enhancements to evening bus services over a four year period;
- (iii) Nine Thousand Nine Hundred and Eighty-Eight Pounds Thirty Pence (£9,988.30) towards implementation of Traffic Regulation Orders on residential roads surrounding the Development Land in the event that the said Traffic Regulation Orders are required to prevent overspill parking on the said roads that is associated directly with workers in the Phase 1 Employment Units and or the Phase 2 Employment Units and or on the Phase 3 Employment Land

**“VAT”**: Value Added Tax

**“Working Day”**: any day apart from Saturday and Sunday Christmas Day Good Friday and any Statutory bank holiday

**“Young Persons Training Facility”**: an area or areas of approximately one hundred and ten square metres (110 m<sup>2</sup>) within the New Stadium to accommodate practical and theoretical teaching space for young persons under the supervision and organisation of the Youth Services Department of the Council

- 1.2 Words importing the masculine include the feminine and vice versa
- 1.3 Words importing the singular include the plural and vice versa
- 1.4 Words importing persons include companies and corporations and vice versa
- 1.5 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
- 1.6 Any reference to a Clause Paragraph or Schedule or Plan or Annex is to one in to or attached to this Deed and any term printed in bold or italicised type is so printed for ease of reference only and shall be of no relevance to construction or interpretation whatsoever
- 1.7 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 or specification made or issued under the statute or deriving validity from it
- 1.8 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions
- 1.9 Where a Clause or Paragraph requires a decision election discretion judgement or approval to be made or exercised by any party
  - 1.9.1 then that decision election discretion judgement or approval shall be made or exercised reasonably and without undue delay unless otherwise expressed
  - 1.9.2 in the event that the Council does not respond to any written request for any matter referred to in Clause 1.9 within 28 Working Days after the date on which the request is made then the Owners may serve a second written request for consent on the Council
  - 1.9.3 in the event that the Council does not respond to any second written request for any matter referred to in Clause 1.9 within 14 Working Days after the date on which that second request is made then the Council shall be deemed to have given its approval or consent in relation to the request

## 2. Enabling Provisions

This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers

**3. Commencement**

3.1 With the exception of this Clause, Clause 5.14 (Administration Fee) and Clause 8 (Council's costs) which shall come into effect on the date hereof the provisions of this Deed are conditional upon the grant of the Planning Permission and shall come into effect only on the Commencement Date

3.2 This Deed shall have no effect following the expiry or termination of the Planning Permission save for payment of sums outstanding PROVIDED ALWAYS that any sums properly paid prior to the expiry or termination of the Planning Permission shall remain with the party hereto to whom they have been paid

**4. Agreement**

The Owners and the Council covenant and agree with each other to perform the obligations or activities specified in Clause 5 and the Schedules to this Deed

**5. Planning Obligations**

The Owners shall:-

5.1 comply with the provisions of Schedule 1 in respect of the provision of the Affordable Housing

5.2 not allow more than one hundred (100) Residential Unit(s) to be Occupied until the POS is designed provided laid out and made available for public use

5.3 not allow more than one hundred (100) Residential Unit(s) to be Occupied until the Play Areas are designed provided laid out and equipped in a position to be agreed with the Council in accordance with the Play Area Specification and as part of the approval of reserved matters pursuant to the Planning Permission and make the same available for public use

5.4 produce and comply with the Landscape Management Plan in accordance with Part 4 of Schedule 2

5.5 pay the Transport Contribution in accordance with Paragraphs 1.1 and 1.2 of Schedule 5

5.6 comply with the provisions of Schedule 5 in respect of the Full Travel Plan Occupier Travel Plans and New Stadium Travel Plan

5.7 either:-

5.7.1 pay the Public Art Contribution within seven days of the Commencement Date; or

5.7.2 include as part of the Development a permanent work of public art to the value of the Public Art Contribution which is integral to the Development to be permanently affixed to the Development Land in which case the Owners and the Council shall agree the precise nature of the work of art and its precise location on the Development Land prior to any Residential Unit being Occupied

5.8 pay the Education Contribution to the Council in its capacity as local education authority on or before fifty (50) Residential Units are Occupied and shall not allow more than fifty (50) Residential Units to be Occupied until the Education Contribution is paid



- 5.9 pay the Social Services Contribution to the Council on or before fifty (50) Residential Units are Occupied and shall not allow more than fifty (50) Residential Units to be Occupied until the Social Services Contribution is paid
- 5.10 pay the Community Forest Contribution to the Council on or before two hundred (200) Residential Units are Occupied and shall not allow more than two hundred (200) Residential Units to be Occupied until the Community Forest Contribution is paid
- 5.11 pay the Local Health Contribution to the Council on or before one hundred (100) Residential Units are Occupied and shall not allow more than one hundred (100) Residential Units to be Occupied until the Local Health Contribution is paid
- 5.12 pay the Central Area Public Realm Contribution to the Council on or before one hundred (100) Residential Units are Occupied and shall not allow more than one hundred (100) Residential Units to be Occupied until the Central Area Public Realm Contribution has been paid
- 5.13 pay the Community Safety Contribution to the Council on or before two hundred (200) Residential Units are Occupied and shall not allow more than two hundred (200) Residential Units to be Occupied until the Community Safety Contribution has been paid
- 5.14 pay the Administration Fee to the Council on completion of this Deed
- 5.15 pay the Affordable Housing Administration Fee to the Council on or before the first Affordable Housing Unit is Occupied and shall not allow the first Affordable Housing Unit to be Occupied until the Affordable Housing Administration Fee is paid

**6. Certificates**

The Owners covenant and agree with the Council where this Deed imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date to give to the Council prior written notice of the Specified Date

**7. Payments**

The Owners agree with the Council:-

- 7.1 to pay interest on sums due to the Council under this Deed but not paid on the Specified Date from the Specified Date until actual payment at a rate of 4% above the Co-Operative Bank PLCs base rate from time to time
- 7.2 that all payments under this Deed shall be Indexed Linked
- 7.3 that the Contributions should be spent or committed within seven (7) years of receipt by the Council and the Council hereby agrees that after seven (7) years any unspent or uncommitted sum in accordance with the purposes specified in this Deed should be repaid by the Council to the party who paid the relevant Contributions with such interest as has accrued unless the seven (7) year period is otherwise extended in writing by the Owners
- 7.4 the payment of any and all sums due to the Council under this Deed (with the exception of the Council's legal costs which shall be paid by cheque) shall only be made by electronic BACS transfer to the Council's Central Collections Account (a/c no. 61242014) of the Swindon Branch (Sort Code 08-90-12) of the Co-operative Bank PLC and the Owners shall inform the Council promptly of any such payment

**8. Costs**

Without prejudice to the obligations and covenants in Schedule 5 the Owners agree with the Council:-

- 8.1 to pay to the Council its legal costs properly and reasonably incurred in preparing and entering into this Deed in the sum of Seven Thousand Five Hundred Pounds (£7,500)
- 8.2 to pay to the Council its legal costs properly and reasonably incurred in connection with the transfers of land referred to in this Deed

**9. Mortgagee's Consent**

The Mortgagee consents to the Second Owner entering into this Deed and acknowledges that this Deed binds the Green Development Land and the Mortgagee agrees that in the event that it takes possession of the Green Development Land that it too will be bound by the obligations as if it were a successor in title to the Second Owner

**10. Notices**

- 10.1 To notify the Council in writing of the Specified Dates set out below no later than five (5) Working Days after their occurrence:
  - 10.1.1 the Commencement Date;
  - 10.1.2 Occupation of the first fifty (50) Residential Units to be Occupied;
  - 10.1.3 Occupation of the first one hundred (100) Residential Units to be Occupied;
  - 10.1.4 Occupation of the first two hundred (200) Residential Units to be Occupied; and
  - 10.1.5 Practical Completion of the New Stadium.
- 10.2 All notices demands or other written communications to or upon the parties hereto and made pursuant to this Deed shall be deemed to have been properly given or made if despatched by first class recorded delivery or letter to the party to whom such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:-
  - 10.2.1 in the case of the Council to the Director of Law and Democratic Services (except those given pursuant to Schedule 5)
  - 10.2.2 in the case of the Council to the Director of Environment and Property (for those given pursuant to Schedule 5)
  - 10.2.3 in the case of any other party hereto to its company secretary at its registered office or such other address for service as shall have been previously notified to the other party hereto

**11. General**

The parties hereto agree that:-

- 11.1 nothing in this Deed constitutes an obligation to grant planning permission

- 11.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function
- 11.3 nothing in this Deed fetters or restricts the exercise by the Council of any of their powers
- 11.4 the obligations contained in this Deed are planning obligations for the purpose of section 106 of the Act and are enforceable as such by the Council
- 11.5 save as expressly provided none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Deed
- 11.6 This Deed is registrable as a local land charge for the purposes of the Land Charges Act 1975 and shall be registered as such by the Council
- 11.7 If the Planning Permission shall expire before the Development is begun as defined above or shall at any time be revoked this Deed shall forthwith determine and cease to have effect
- 11.8 At no time shall the validity of this Deed be challenged by any party to this Deed on the ground that it contains a covenant or obligation to transfer land or the fact that this Deed is made partly pursuant to Section 111 of the Local Government Act 1972
- 11.9 In the event that any of the provisions of this Deed are unenforceable this shall not affect the enforceability of the remaining provisions hereof
- 11.10 the modification of this Deed agreed between the parties hereto in writing pursuant to Section 106A of the Act shall not vitiate the remainder of this Deed which shall remain in full force and effect as modified
- 11.11 the Owners shall have no obligations or liability under the terms of this Deed in relation to the Development Land or any part thereof at a time when it has no legal estate in the Development Land or such part thereof but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 11.12 The obligations under this Deed shall not be enforceable against:
- 11.12.1 any person who purchases an individual Residential Unit (including a purchaser of a long lease) for his own Occupation or Occupation by his lessees or tenants or any such lessees or tenants; or
  - 11.12.2 any person to whom a Registered Social Landlord disposes of an Affordable Housing Unit pursuant to Paragraph 1.2.2 of Schedule 1 or any such person whom is granted or has Transferred to such person either a reversionary interest or a new lease in such Affordable Housing Unit; or
  - 11.12.3 any tenant exercising any right to acquire an Affordable Housing Unit under a purchase grant scheme or right to buy or similar right conferred by statute; or
  - 11.12.4 any person acquiring 100% shares in an Affordable Housing Unit; or
  - 11.12.5 any mortgagee of any tenant or person referred to in Clauses 11.12.1 to 11.12.4 or any receiver appointed by such mortgagee; or

- 11.12.6 any successor in title to any tenant or person referred to in Clauses 11.12.1 to 11.12.5;  
or
- 11.12.7 any mortgagee of a Registered Social Landlord or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver; or
- 11.12.8 any Statutory Undertaker or public authority which requires any part of the Development Land or an interest in it for the purposes of its statutory undertaking or functions (other than housing functions).

## 12. Dispute Resolution

- 12.1 Without prejudice to the other provisions of this Clause 12 in the event of any Dispute arising the parties hereto shall endeavour to resolve it amicably but if the parties hereto fail to resolve the Dispute amicably which may include a reference to mediation if both parties hereto agree the Dispute may be resolved in accordance with the provisions of this Clause 12.
- 12.2 Either party hereto may give the other a Dispute Notice and if this is done then (unless the party receiving the Dispute Notice notifies the other within five (5) Working Days that it objects the use of the procedure within this Clause 12 (in which case the provisions of this Clause 12 shall not apply) the procedure appearing within its provisions shall be followed.
- 12.3 The party on whom the Dispute Notice has been served may within ten (10) Working Days after the date of the Dispute Notice object in writing to the appointment of the proposed Referee in which case either party may request the President for the time being of the most appropriate professional body to appoint the Referee PROVIDED ALWAYS that if no such objection is made the proposed Referee will be deemed to have been agreed and appointed as the Referee by both parties hereto.
- 12.4 The Referee shall act as an independent expert and not as an arbitrator and the Referee shall confirm the appointment to the parties hereto in writing and the date of such confirmation shall be deemed to be the date of referral of the Dispute and where a Dispute has been referred to a Referee:
  - 12.4.1 the party who served the Dispute Notice will within ten (10) Working Days after the referral submit written representations to the Referee with a copy to the other party hereto and the other party hereto will within ten (10) Working Days after receipt of those written representations submit its Working Days after receipt of those written representations to the Referee with a copy to the other party hereto
  - 12.4.2 thereafter each party hereto may within a further five (5) Working Days give written comments on those representations to the Referee and copy the same to the other party hereto;
  - 12.4.3 the Referee may grant an extension not exceeding five (5) Working Days of any of the periods referred to in sub-Clauses 12.4.1 and 12.4.2 and shall confirm the same in writing to the parties hereto;
  - 12.4.4 the Referee shall be at liberty to call for such written evidence from the parties hereto hand to seek such legal or other expert assistance as may reasonably be required;
  - 12.4.5 the Referee may take oral representations from a party hereto but will not do so without allowing both parties hereto the opportunity to be present and if the Referee

- considers it appropriate for the parties hereto to give evidence and to cross examine each other;
- 12.4.6 the Referee shall have regard to all representations and evidence when making the decision which shall be in writing with reasons;
- 12.4.7 the Referee shall make such determination on the amount liability and payment of the costs of the referral of the Dispute as appropriate and shall include such determination in the decision;
- 12.4.8 the Referee shall use all reasonable endeavours to publish the decision within six (6) weeks after the referral;
- 12.4.9 the decision of the Referee shall be final and binding upon the parties unless a party hereto as notified the other party hereto of its dissatisfaction with it in accordance with Clause 12.4.12 of this Deed;
- 12.4.10 the Referee's decision once binding will be enforceable by the English Courts as a contractual obligation and not as an arbitral award;
- 12.4.11 notwithstanding any referral of a Dispute to a Referee the parties hereto will perform and continue to perform their obligations under this Deed before during and after such referral in accordance with the terms of this Deed.
- 12.4.12 If after a Referee has made a decision pursuant to Clause 12 any party, is dissatisfied with it and such party has notified the other party of his dissatisfaction within twenty eight (28) days of the date of receipt of the Referee's decision or if any Dispute has arisen which has not been the subject of the Referee's decision pursuant to Clause 12 any party hereto shall be entitled to commence legal proceedings in the Courts.
- 12.4.13 The liability for payment of the legal costs of referring a Dispute to a Referee under the Clause 12 including the costs of the Referee shall be decided upon by the Referee.

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

## Schedule 1 Affordable Housing

1. The Owners covenant and agree:-
  - 1.1 not to permit more than two hundred (200) Residential Units (excluding the Affordable Housing Units) to be Occupied until either:
    - 1.1.1 the first fifty percent (50%) of the Affordable Housing Units have been constructed on the Affordable Housing Land: or
    - 1.1.2 the Affordable Housing Land has been Transferred to a Registered Social Landlord;
  - 1.2 to provide the Affordable Housing Units as permanent accommodation on the Development Land either: -
    - 1.2.1 to be let on assured tenancies through the Registered Social Landlord; or
    - 1.2.2 for the disposal on the basis of sale by an equity sharing scheme or shared ownership scheme or discount on market price scheme approved by the Council or such alternative scheme as may be approved in writing by the Council; or
    - 1.2.3 any combination of the schemes referred to in Paragraphs 1.2.1 and 1.2.2 of this Schedule 1;
  - 1.3 Where the Affordable Housing Land has not been Transferred to a Registered Social Landlord in accordance with Paragraph 1.1.2 of this Schedule 1 not to permit more than four hundred (400) Residential Units (excluding the Affordable Housing Units) to be Occupied until either:
    - 1.3.1 all the Affordable Housing Units have been constructed on the Affordable Housing Land and Transferred to a Registered Social Landlord: or
    - 1.3.2 in the event that the Affordable Housing Units are not Transferred to a Registered Social Landlord all of the Affordable Housing Units have been constructed completed and made available for Occupation in accordance with the provisions of Paragraph 1.2 of this Schedule 1;
  - 1.4 the Transfer referred to in Paragraph 1.3.1 of this Schedule 1 shall be prepared by the Owners' solicitors at the cost of the Owners;
  - 1.5 following the completion of their construction the Affordable Housing Units or part thereof shall only be let or disposed of :-
    - 1.5.1 to a key worker which shall mean any person employed by an organisation (or a self-employed person) which provides services that are essential for the continuing sustainability of the local community and local economy and such organisation or body shall include but not by way of limitation:-
      - (a) the health services;
      - (b) the social services;
      - (c) the fire services;



- (d) police service;
  - (e) public transport;
  - (f) the teaching/education services;
  - (g) any other organisation or body operating in the public sector previously approved in writing by the Council (such approval not to be unreasonably withheld);
  - (h) any other organisation or body (whether or not operating in the public sector) previously approved in writing by the Council (such approval not to be unreasonably withheld) and/or
- 1.5.2 to a nominated Registered Social Landlord or a designated person being any person or persons who at all material times immediately prior to the Occupation of the Affordable Housing Units:-
- (a) is on the housing register or housing transfer list of the Council; or
  - (b) qualifies to move to the area in which the Development Land is situate pursuant to a mobility scheme to which the Council is the participating authority;
  - (c) is owed a duty by the Council pursuant to Section 193 of the Housing Act 1996; or
  - (d) is ordinarily resident or employed in the Borough of Swindon and is approved in writing to by the Council as being suitable to Occupy the Affordable Housing Units or part thereof;
- 1.6 the Affordable Housing Units will be let or disposed of at a level of outgoing not exceeding that specified through the Government's rent restructuring regime and built to standards set in the Homes and Communities Agency's Design and Quality Standards (or such other official replacement as may exist from time to time) unless the Affordable Housing Units are transferred to a Registered Social Landlord in which event the provisions of this Paragraph hereto will not apply;
- 1.7 to agree the specifications of the Affordable Housing Units with the Council's Head of Housing Services and (if applicable) the Registered Social Landlord prior to the Commencement Date for the Affordable Housing Units;
- 1.8 not to use the Affordable Housing land for any purpose other than the provision of Affordable Housing;
- 1.9 to provide a vehicular access foul and surface water sewers and water gas electricity and telecommunication service systems for the Affordable Housing Land linking in each case to the estate roads sewers and service systems to be constructed and laid as part of the remainder of the Development and connected ultimately to highways and sewers maintainable at the public expense;
- 1.10 not to dispose of or cause or allow the disposal of any individual Affordable Housing Unit built on the Affordable Housing Land other than:

- 1.10.1 in respect of those Affordable Housing Units mutually agreed and identified in advance to be disposed by way of shared ownership lease;
- 1.10.2 in respect of those Affordable Housing Units mutually agreed and identified in advance to be disposed by way of an assured tenancy agreement complying with any official published guidance by the Homes and Communities Agency that may exist from time to time; or
- 1.10.3 by way of the right to buy or the preserved right to buy under the Housing Act 1985 or the right to acquire under the Housing Act 1996;

and in any case to a person who satisfies the qualifications set out in Paragraph 1.5 of this Schedule 1;

- 1.11 to take reasonable steps to avert the repossession of the Affordable Housing Land or any Affordable Housing Unit erected on the Affordable Housing Land by any chargee or mortgagee or the exercise by any chargee or mortgagee of a power of sale; and
- 1.12 notwithstanding Paragraph 1.11 of this Schedule 1 in the event of default under any security referred to in Paragraph 1.11 of this Schedule 1 or likely default to co-operate fully with the Council and the Homes and Communities Agency to arrange a transfer of the Affordable Housing Land with sitting tenants to another Registered Social Landlord or to the Council and in particular shall inform the Council immediately in the event of the Owners receiving notification from such chargee or mortgagee of any breach or alleged breach by the Owners of any of its obligations under its security
- 1.13 upon transfer of the Affordable Housing Units or the Affordable Housing Land to the Registered Social Landlord or other body agreed or determined in accordance with paragraph 1.5 of this Schedule to procure the execution by the Registered Social Landlord and delivery to the Council of a deed of nomination in the form set out in Annex 3 and in the event that variations are required to this form then they shall be made only with the prior written consent of the Council



## Schedule 2

### Public Open Space Play Areas and Landscape Management Plan

1. POS
  - 1.1 The Owners shall:-
    - 1.1.1 notify the Council in writing within 7 days of compliance with Clause 5.2;
    - 1.1.2 maintain the POS for the Interim Period and comply with any Completion Notice issued by the Council; and
    - 1.1.3 once the Final Certificate has been issued immediately on receipt of the Final Certificate implement or procure the implementation of the Landscape Management Plan and thereafter maintain or procure the maintenance of the POS in accordance with the Landscape Management Plan for a period of eighty years (which shall be the perpetuity period applicable thereto).
  - 1.2 The Council shall:-
    - 1.2.1 inspect the POS within a reasonable period after having received notification from the Owners under Paragraph 1.1.1 of this Schedule 2 or in the event that no such notification has been received at the Council's discretion to determine if the works under Paragraph 1.1.1 of this Schedule 2 have been carried out so that in either case it may determine whether to issue the Provisional Certificate; and
    - 1.2.2 carry out the First Inspection; and
    - 1.2.3 carry out the Final Inspection; and
    - 1.2.4 carry out further inspections of the POS as appropriate in the event that a Completion Notice is issued; and
    - 1.2.5 if appropriate:-
      - (a) following an inspection under Paragraph 1.2.1 of this Schedule 2 issue the Provisional Certificate; and/or
      - (b) following the First Inspection issue a Completion Notice; and
    - 1.2.6 following the Final Inspection either:-
      - (a) issue the Final Certificate; or
      - (b) issue a Completion Notice.
  - 1.3 The Owners and the Council agree as follows:-
    - 1.3.1 if a Completion Notice is issued under Paragraph 1.2.5 or Paragraph 1.2.6 of this Schedule 2 then the timetable for issuing the Final Certificate under this Deed shall be deemed amended accordingly in order for compliance of the Completion Notice to be achieved and a further inspection or inspections to be carried out by the Council; and

1.3.2 in the event that a Completion Notice is not complied with the Council may elect to enter onto the Development Land and complete the works as required by the Completion Notice at the expense of the Owners rather than serve a further Completion Notice.

**2. Play Areas**

2.1 The Owners shall:-

2.1.1 notify the Council in writing within 7 days of compliance with Clause 5.3;

2.1.2 maintain the Play Areas for the Interim Period and comply with any Completion Notice issued by the Council; and

2.1.3 once the Final Certificate has been issued immediately on receipt of the Final Certificate implement or procure the implementation of the Landscape Management Plan and thereafter maintain or procure the maintenance of the Play Areas in accordance with the Landscape Management Plan for a period of eighty years (which shall be the perpetuity period applicable thereto).

2.2 The Council shall:-

2.2.1 inspect the Play Areas within a reasonable period having received notification from the Owners under Paragraph 2.1.1 of this Schedule 2 or in the event that no such notification has been received at the Council's discretion to determine if the works under Paragraph 2.1.1 of this Schedule 2 have been carried out so that in either case it may determine whether to issue the Provisional Certificate; and

2.2.2 carry out the First Inspection; and

2.2.3 carry out the Final Inspection; and

2.2.4 carry out further inspections of the Play Areas as appropriate in the event that a Completion Notice is issued; and

2.2.5 if appropriate:-

(a) following an inspection under Paragraph 2.2.1 of this Schedule 2 issue the Provisional Certificate; and

(b) following the first inspection issue a Completion Notice; and

2.2.6 following the Final Inspection either:-

(a) issue the Final Certificate; or

(b) issue a Completion Notice.

2.3 The Owners and the Council agree as follows:-

2.3.1 if a Completion Notice is issued under Paragraph 2.2.5 or Paragraph 2.2.6 of this Schedule 2 then the timetable for issuing the Final Certificate under this Deed shall be deemed amended accordingly in order for compliance of the Completion Notice to be achieved and a further inspection or inspections to be carried out by the Council; and

2.3.2 in the event that a Completion Notice is not complied with the Council may elect to enter onto the Development Land and complete the works as required by the Completion Notice at the expense of the Owners rather than serve a further Completion Notice.

**3. Landscape Management Plan**

The Owners shall:-

- 3.1 submit to the Council for its approval the draft Landscape Management Plan; and
- 3.2 not remove uproot destroy lop or damage any tree or shrub on the Development Land unless and until the Landscape Management Plan has been submitted to the Council for its approval; and
- 3.3 not to Commence any landscaping works comprised within the Development on the Development Land before the Landscape Management Plan has been approved by the Council.

### **Schedule 3 The New Stadium**

The Owners covenant and agree:-

- 1.1 to submit to the Council for its approval as part of a reserved matters application pursuant to the Planning Permission a draft specification for the New Stadium; and
- 1.2 to provide the New Stadium in accordance with the specification approved as part of the reserved matters application pursuant to Paragraph 1.1 of this Schedule 3; and
- 1.3 not to permit more than two hundred (200) Residential Units to be Occupied until a contract for the construction of the New Stadium has been entered into.

## Schedule 4 The Employment Units

The Owners covenant and agree:-

- 1.1 not to permit the Occupation of more than two hundred (200) Residential Units until a contract for the construction of the Phase 1 Employment Units has been entered into;
- 1.2 to commence the construction of Phase 2 Employment Units within six (6) months after the Practical Completion of the New Stadium;
- 1.3 to market the Phase 3 Employment Land at Open Market Value from the Commencement Date until such date as a contract or contracts for the disposal of all such land has or have been entered into;
- 1.4 prior to the taking place of the first event at the New Stadium to obtain written confirmation from the Council that adequate parking facilities have been constructed on the Employment Land capable of serving no less than Four Hundred and Forty-Six (446) vehicles in relation to the New Stadium activities such parking facilities to be suitably designed, surfaced, drained, lit and properly marked out and shall have appropriate pedestrian links to the New Stadium entrance; and
- 1.5 to pay the following sums:
  - 1.5.1 prior to the first Occupation of the Employment Units the sum of Two Hundred and Fifty Pounds (£250) per workplace in Occupation within the Employment Units at the time of payment; and
  - 1.5.2 on each of the first second third and fourth anniversaries of the first Occupation of the Employment Units further sums of Two Hundred and Fifty Pounds (£250) per workplace in Occupation within the Employment Units at the time of each payment

in each case to be used by the Council to survey travel to and from the Employment Units to standards compliant with iTRACE travel plan management software requirements.

## Schedule 5 Transport Contribution and the Travel Plans

### 1. Transport Contributions and Facilities

The Owners covenant and agree to pay to the Council:-

- 1.1 on or before the Commencement Date the first fifty percent (50%) of the Transport Contribution; and
- 1.2 on or before two hundred (200) Residential Units are Occupied the remaining fifty percent (50%) of the Transport Contribution

### 2. The Travel Plans

The Owners covenant and agree to:

- 2.1 prepare implement monitor and report on the Full Travel Plan and Occupier Travel Plans in accordance with the requirements of the Framework Travel Plan; and
- 2.2 implement monitor and report on the New Stadium Travel Plan in accordance with the requirements contained therein PROVIDED THAT where prior to the taking place of the first event at the New Stadium the Owners have failed to implement the initial range of initiatives and measures that will be identified in accordance with Paragraph 6.1 of the New Stadium Travel Plan to pay the sum of one hundred thousand pounds (£100,000.00) to the Council.

## Schedule 6

### Young Persons Training Facility and Culture and Leisure Contribution

The Owners covenant and agree:-

1. within one (1) month after the date of this Deed to request in writing that the Council confirms in writing whether or not it requires the Young Persons Training Facility;
2. either:-
  - 2.1 where the Council confirms in writing pursuant to any request made in accordance with Paragraph 1 of this Schedule 6 that it requires the Young Persons Training Facility to submit draft plans and a specification for the Young Persons Training Facility for the Council's approval (such approval not to be unreasonably delayed or withheld) and thereafter to provide the Young Persons Training Facility in accordance with such approved plans and specification; or
  - 2.2 where the Council confirms in writing pursuant to any request made in accordance with Paragraph 1 of this Schedule 6 that it does not require the Young Persons Training Facility to pay the Culture and Leisure Contribution to the Council on or before the Practical Completion of the New Stadium

PROVIDED THAT where within three (3) months after either:

- (A) the submission of any plans and specification for the Young Persons Training Facility in accordance with Paragraph 2.1 of this Schedule 6 the Council has not agreed the said plans and specification; or
- (B) any request made in accordance with Paragraph 1 of this Schedule 6 the Council has failed to confirm in writing whether or not it requires the Young Persons Training Facility

the Owners shall instead of being required to fulfil their obligations under Paragraphs 2.1 and 2.2 of this Schedule 6 be entitled to choose either to:

- (i) provide the Young Persons Training Facility; or
- (ii) pay the Culture and Leisure Contribution to the Council on or before the Practical Completion of the New Stadium.





21695

The Common Seal of )  
**SWINDON BOROUGH COUNCIL**)  
was affixed in the presence of: )

Authorised Signatory:

  
HEAD OF LITIGATION  
AND PERSONAL SERVICES

Annex 1  
Framework Travel Plan

DOCUMENT CONTROL SHEET

Client: Gaming International and Thistle Land  
Project Title: Proposed Mixed Use Redevelopment at  
Abbeymeads, Swindon  
Project: Framework Travel Plan  
Date: June 2008

STATUS	REVISION	DATE	AUTHOR	CHECKED	APPROVED
Final Issue	01	June 2008	A. Jones	C. Rawlinson	C. Rawlinson

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# 1 INTRODUCTION & BACKGROUND

## Introduction

- 1.1 This Framework Travel Plan has been prepared by Pinnacle Transportation Limited, on behalf of Gaming International and Thistle Land, in order to support the transportation aspects of the new land uses proposed as part of the Abbeymeads mixed-use redevelopment. It contains preliminary targets for travel to the redevelopment by all modes of transport. It also sets out initiatives and measures to support these targets, which will be provided before the redevelopment is occupied; and suggests other measures that could subsequently be introduced to influence travel behaviour. The targets and also the extent of the initiatives and measures will be agreed by the end occupiers.
- 1.2 The end-occupiers of the employment element of the development are not known at this stage and so it is therefore assumed that there will be multiple occupiers.
- 1.3 The Framework Travel Plan is intended to form a legal obligation to promote sustainable travel and will provide the basis for a Full Travel Plan for the whole development. The Full Travel Plan for the whole site will act as an 'umbrella' Travel Plan for the future occupiers and sets out the basis for the implementation of bespoke travel plans that will be delivered by each occupier or groups of occupiers. This approach is in accordance with the guidance contained within DfT document 'Using the planning process to secure travel plans – Best Practice Guide'.
- 1.4 The requirement to implement bespoke Travel Plans will be passed on to future occupiers through a clause in their lease/purchase agreement, obliging them to comply with the planning consent of which the provision of a Full 'umbrella' Travel Plan for the whole site will form part. Furthermore, by consolidating all land uses into one Full 'umbrella' Travel Plan, a clear link between measures and initiatives can be identified and resources can be shared where appropriate.
- 1.5 This document includes the scope and objectives for the Full Travel Plan and the bespoke occupier Travel Plans. However, the bespoke Travel Plans can only be developed once each of the end-occupiers are known. Comprehensive details of occupiers, such as size of buildings, number of employees, parking provision, travel patterns (to be determined through Datum Travel Surveys to be carried out or commissioned by the Management Company)

and measures will therefore be confirmed at that time, in accordance with this document.

- 1.6 Each occupier Travel Plan will be a bespoke document for residents, individual occupiers or a group of occupants of the employment element of the development. The Travel Plans will continually evolve over time, and will monitor and review the travel targets on a regular basis. The initiatives, measures and targets may all be subject to change, if they are found to be impractical, or if the site occupiers of the development change.

### **Background**

- 1.7 This Framework Travel Plan accompanies Pinnacle Report 9231/PR/04, which is the Transportation Assessment prepared to support the redevelopment proposal. However, it also considers the following documents as appropriate:

- (i) Travel Plan Checklist for Developers, as provided by Swindon Borough Council;
- (ii) Travel Plan Resource Pack for Employers, published by the DfT;
- (iii) Using the Planning Process to secure Travel Plans – Best Practice Guide, published by the DfT;
- (iv) Making Residential Travel Plans Work: Guidelines for new development, published by the DfT; and
- (v) Swindon Local Transport Plan 2011 (2006).

- 1.8 The primary aim of this Framework Travel Plan is to set out the basis for the continually evolving Full Travel Plan document and to:

- (i) set out the scope and objectives of the bespoke Travel Plans for the future occupiers;
- (ii) set out the initiatives and measures to promote accessibility by non-car modes of travel, as agreed by the Council;
- (iii) set out the preliminary modal share targets;
- (iv) set out the requirements for a Sustainable Travel Manager and Travel Plan Co-ordinators; and
- (v) set out requirements for monitoring and reviewing targets through dissemination of information including surveys of occupants travel habits.

### **The Development Proposal**

- 1.9 The proposal comprises the mixed-use redevelopment at the Abbeymeads site at Blunsdon, Swindon for business park use,



together with a repositioned and rationalised Stadium and Market. The market will be reduced to 3,252 square metres from 3,716 square metres.

- 1.10 It is assumed that the residential area will comprise 405 private dwellings and 45 affordable dwellings, together with a 65-bed care home at this stage.

## 2 SCOPE & OBJECTIVES OF FRAMEWORK TRAVEL PLAN

### Scope of Framework Travel Plan

2.1 Travel Plans present the opportunity to raise awareness of the consequences of travel choices, the benefits of alternatives and the opportunity to minimise the impact of motorised travel on the environment. The scope of this Framework Travel Plan will lead to a Full Travel Plan for the whole site as well as bespoke Travel Plans for the future occupiers that will benefit the following elements of the occupying organisations business activities:

- (i) the individual and the home occupier - through improved health, reduced stress and cost savings;
- (ii) the workplace - through a healthier, more motivated workforce, reduced congestion and improved access for employees and visitors;
- (iii) the community - by the organisations, the developer and residents demonstrating commitment to environmental priorities and setting an example to others; and
- (iv) the environment - through improved local air quality with less noise, dirt and fumes, which can contribute to other national and global improvements.

### Objectives of Framework Travel Plan

2.2 A Full 'Umbrella' Travel Plan for the whole site as well as bespoke travel plans for the future occupiers will be produced after the development is occupied and after surveys have confirmed new employees and future residents travel patterns. They will have the following key objectives, based on the Framework Travel Plan:

- (i) to reduce the overall amount of car travel, particularly sole use by at least ten percent;
- (ii) to increase the use of sustainable transport; and
- (iii) to promote a healthier lifestyle for employees, visitors and the wider community.

2.3 The management companies will appoint a Sustainable Travel Manager to implement the Full 'Umbrella' Travel Plan for the whole site and lead the strategy for meeting the objectives in conjunction with each operator which has its own bespoke Travel Plan.

- 2.4 The Framework Travel Plan sets out the basis for the Full Travel Plan and the bespoke Travel Plans and includes a number of preliminary initiatives and measures. The modal share targets contained within **Section 4** of this Framework Travel Plan are a 'starting point' and will be reviewed two and five years after occupation in consultation with Swindon Borough Council and the Highways Agency, as part of the Full Travel Plan; through active monitoring and review by the Sustainable Travel Manager and Travel Plan Co-ordinators. Annual modal share monitoring will be carried out by the occupants in order to inform the Swindon Local Transport Plan Annual Progress Report. The initiatives and measures described in **Section 3** will be revisited if they are found to be failing to meet the targets, but the targets may also be adjusted if the Travel Plans are working well or particularly badly. Ultimately, it will be for the Sustainable Travel Manager, in consultation with the Travel Plan Co-ordinators, the Council, the Management Companies and future occupying organisation of the employment element of the development to decide the best methods to meet the targets.

### 3 EXISTING TRANSPORT FACILITIES

#### Existing Pedestrian Accessibility

- 3.1 Footways are generally located adjacent to all the roads in the vicinity of the site providing continuous links between the site and nearby residential areas to the north-east and south-west.

#### Existing Cyclist Accessibility

- 3.2 An existing shared cycleway / footway connects Lady Lane to Salzgitter Drive, approximately 250 metres to the west of the existing Abbey Stadium site access junction.
- 3.3 The Fairford Cycle Route is also located adjacent to the site on Lady Lane. This is a 43 kilometre (27 miles) cycle route, which connects Tadpole Lane and the site, to the market town of Fairford in the north.
- 3.4 National Cycle Route (NCN) 45 intersects Tadpole Lane approximately 3.5 kilometres to the west of the site access and this provides a cycle route from Cricklade to the north of Swindon, to the Chiseldon – Marlborough railway path to the south of Swindon and connects with existing cycle routes in the town centre.

#### Existing Public Transport

- 3.5 Bus services and taxis provide the principal forms of public transport in the Blunsdon area of Swindon.

#### Bus Services

- 3.6 Local public transport corridors are located on Lady Lane, the A419(T) and Salzgitter Drive. The primary bus service providers in the area are First Thamesdown Bus and Stagecoach (Swindon and District). Service provision in the vicinity of the site is good with a number of frequent services travelling along Salzgitter Drive.

#### Rail

- 3.7 Swindon Railway Station is located approximately 4.8 kilometres to the south of the proposed site and can be accessed by bus services 12 / 15 running within the vicinity of the site. It provides access to major national destinations including Exeter, Bristol, Cardiff, Cheltenham Spa and London Paddington. It also provides

frequent services to Chippenham, Kemble, Melksham, Stroud and other local destinations.

## 4 INITIATIVES, MEASURES & MARKETING

### Suggested list of Initiatives and Measures

- 4.1 A list of initiatives and measures contained in this Framework Travel Plan is suggested to be implemented before occupation, in order to maximise the opportunity to influence future occupants travel patterns and to support the proposed change in travel patterns, as set out in **Section 5**. It is envisaged that new employees and residents will plan their travel arrangements in accordance with the Framework Travel Plan at the outset, thereby eliminating any potential resistance to adjusting established travel arrangements at a later date.
- 4.2 The list of suggested initiatives and measures is set out below, and may be subject to change at a later date as individual operators come forward.
- 4.2.1 Provision of facilities to reduce all types of trips:
- (i) The appointment of a Sustainable Travel Manager by the management companies to oversee the strategic development and to implement the Full 'Umbrella' Travel Plan for the whole site;
  - (ii) the appointment of Travel Plan Co-ordinators to implement the bespoke Travel Plans. Since the requirement to implement a bespoke Travel Plan will be passed on to the future occupiers through a clause in their lease agreements, it will be for future occupants of the employment element of the development to each appoint a Travel Plan Co-ordinator. However, if all, or several, future occupants decide to strategically manage the process through one joint Travel Plan, they would each contribute towards the employment of one Travel Plan Co-ordinator;
  - (iii) the provision of an information welcome pack for future residents, which will contain details of how trips to local leisure and employment facilities can be achieved by means of travel other than the private car. It will give information on bus routes and frequency, local cycle routes and the location of local schools;
  - (iv) the inclusion of sustainable travel information on company websites;
  - (v) provision of a leaflet to employees containing information on the health benefits of walking and cycling and car-sharing including details of the 'www.carshareswindon.com' website, as well as information relating to safe practical measures for



- use of these modes; and
- (vi) a guaranteed lift-home initiative (employment element of the development only).

#### 4.2.2 To encourage pedestrian and cycle travel:

- (i) provision of £45,000 towards a new controlled pedestrian crossing on Salzgitter Drive;
- (ii) improved pedestrian crossing points at the roundabouts on Salzgitter Drive;
- (iii) implementation of Bicycle User Groups, to encourage cycle journeys;
- (iv) the introduction 44 cycle spaces in the employment area;
- (v) the provision of shower and changing facilities within the development;
- (vi) the provision of a voucher entitling residents to free membership of The Children's Traffic Club upon application; and
- (vii) provision of an 'Abbeymeads Walking and Cycling Map' that will highlight places of interest and walking and cycling times.

#### 4.2.3 To encourage public transport travel:

- (i) provision of £120,000 towards enhanced evening bus services (£30,000 per annum for four years);
- (ii) travel notice boards; and
- (iii) allowing flexible working hours in order to maximise the use of public transport services.

#### 4.2.4 To reduce car borne trips:

- (i) the introduction of 37 motor-cycle spaces in the employment area;
- (ii) promotion of a site wide car sharing database within the [www.carshareswindon.com](http://www.carshareswindon.com) site, to encourage shared use of the car; and
- (iii) the designation of parking spaces for car sharers only (employment element of the development).

### **Potential Further Initiatives and Measures**

- 4.3 The list of initiatives and measures is comprehensive. However, after occupation, it will be for the Sustainable Travel Manager, in consultation with the Travel Plan Co-ordinators, the Council, the Management Companies and future occupying organisations of the employment element of the development to decide the best methods to meet the modal share targets. If necessary, other

measures may be considered at a later date to assist in meeting the targets including:

- (i) provision of footway and cycleway connections between the employment land uses and the residential areas to the south (subject to planning consents for residential development);
- (ii) implementation of a permit-only barrier system in peak times for staff accessing the employment areas from the south, to ensure commuters do not park on existing and proposed residential roads;
- (iii) subsidised loans for bicycles and associated equipment to encourage employees to cycle;
- (iv) provision of pool bicycles (employment element of the development);
- (v) provision of pool cars (employment element of the development);
- (vi) limiting car parking provision, charges, or introducing management (e.g. car sharers) to reflect employment modal share targets;
- (vii) financial incentives such as increased pay for not commuting by car;
- (viii) investigation of the scope for employees to work from home;
- (ix) close liaison with public transport operators to discuss initiatives that could be implemented that may benefit employees, such as discounts;
- (x) teleconferencing (employment element of the development only).

### **Awareness and Marketing**

4.4 Future residents and employees will be made aware of the initiatives and measures contained in the Framework Travel Plan and the subsequent Full Travel Plan(s) at the outset, and the need for the development to meet specific modal share travel targets. The following means of publicity may be used:

- (i) consultation with local residents groups, Travel Plan Co-ordinators and staff representatives;
- (i) employee newsletter(s);
- (ii) poster campaigns;
- (iii) employee competitions;
- (iv) travel plan information on occupier(s) websites; and
- (v) mealtime meetings (employment element of the development only).



## 5 TARGETS FOR TRAVEL BY MODES OF TRANSPORT

- 5.1 It is considered reasonable to assume that new employees and residents in lieu of Travel Plan measures would adopt the same travel characteristics as the occupants at the sites used to derive the unrestrained trip numbers, as set out in **Tables 6.1 and 6.2** of the Transportation Assessment (Pinnacle Report 9231/PR/04). The tables confirm the estimated base modal share for all new land uses using these trip rates for an assumed design year of 2011. The transfer targets contained in this report are indicative at this stage, but assume the modal share percentage of car drivers for all land use will reduce by a minimum of ten percent by 2016. In reality, the transfer targets may come forward before 2016 if the full occupation of the site occurs before then. This would lower the predicted unrestrained traffic impact that is quantified in the Transportation Assessment.
- 5.2 It is assumed that the existing modal shares at the Market are likely to remain the same, on the basis that the vast majority of customers and traders will need to use their vehicle to transport goods. It is also assumed that the existing employees at the Stadium are not likely to change their established modes of travel. On the basis that these are not new land uses and because they will be reduced in scale as part of the overall redevelopment, new modal share targets are therefore not included in this report for the Market and Stadium. Nevertheless, it is intended that travel information is widely publicised to encourage more sustainable modes of travel associated with these land uses when possible.
- 5.3 The intention is to meet the modal share targets for each new land use as contained in **Tables 5.1 to 5.5** below, based on the measures and initiatives that are to be implemented as set out in **Section 4** of the report. Whilst the 2016 modal share targets represent the main targets, interim modal share targets are set for the second year of occupation in accordance with the 'Travel Plan Checklist for Developers' provided by Swindon Borough Council. This would provide a staged approach to deliver the main modal share targets. The modal share targets may be subject to change, if the targets are found to be impractical.

Table 5.3 – Privately Owned Houses – By Percentage and Actual Number (in brackets)

	2011 MODAL SHARE ESTIMATE		2013 FORECAST MODAL SHARE		2016 FORECAST MODAL SHARE	
	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE
Public Transport	5.7% (27)	2.2% (10)	6.3% (30)	2.9% (13)	7.0% (33)	3.5% (15)
Car Driver	49.0% (232)	58.1% (257)	44.0% (208)	53.2% (235)	38.9% (184)	48.2% (213)
Car Passenger	19.4% (92)	23.8% (105)	21.6% (102)	25.9% (114)	23.7% (112)	28.2% (125)
Cycling	1.1% (5)	2.0% (9)	2.2% (10)	3.1% (14)	3.2% (15)	4.2% (19)
Walking	24.2% (114)	13.6% (60)	25.4% (120)	14.7% (65)	26.6% (126)	15.7% (69)
Other	0.6% (3)	0.3% (1)	0.6% (3)	0.2% (1)	0.6% (3)	0.2% (1)
<b>TOTAL</b>	<b>100% (473)</b>	<b>100% (442)</b>	<b>100% (473)</b>	<b>100% (442)</b>	<b>100% (473)</b>	<b>100% (442)</b>

Table 5.4 – Houses for Rent – By Percentage and Actual Number (in brackets)

	2011 MODAL SHARE ESTIMATE		2013 FORECAST MODAL SHARE		2016 FORECAST MODAL SHARE	
	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE
Public Transport	1.6% (1)	0.0% (0)	1.6% (1)	0.0% (0)	3.2% (2)	1.6% (1)
Car Driver	24.2% (15)	46.0% (29)	19.4% (12)	41.3% (26)	14.5% (9)	36.5% (23)
Car Passenger	16.1% (10)	12.9% (8)	17.7% (11)	14.3% (9)	19.4% (12)	15.9% (10)
Cycling	0.0% (0)	6.5% (4)	1.6% (1)	7.9% (5)	3.2% (2)	9.5% (6)
Walking	56.5% (35)	34.5% (22)	58.1% (36)	36.5% (23)	58.1% (36)	36.5% (23)
Other	1.6% (1)	0.0% (0)	1.6% (1)	0.0% (0)	1.6% (1)	0.0% (0)
<b>TOTAL</b>	<b>100% (62)</b>	<b>100% (63)</b>	<b>100% (62)</b>	<b>100% (63)</b>	<b>100% (62)</b>	<b>100% (63)</b>

Table 5.1 – B1(a) Office Modal Share – By Percentage and Actual Number (in brackets)

	2011 MODAL SHARE ESTIMATE		2013 FORECAST MODAL SHARE		2016 FORECAST MODAL SHARE	
	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE
Public Transport	3.4% (12)	2.9% (9)	4.0% (14)	3.6% (11)	4.9% (17)	4.2% (13)
Car Driver	77.1% (269)	79.5% (245)	72.2% (252)	74.4% (229)	67.0% (234)	69.5% (214)
Car Passenger	8.3% (29)	9.1% (28)	9.7% (34)	10.4% (32)	11.2% (39)	11.7% (36)
Cycling	0.6% (2)	1.0% (3)	2.0% (7)	2.6% (8)	3.4% (12)	4.2% (13)
Walking	8.6% (30)	6.2% (19)	10.1% (35)	7.8% (24)	11.5% (40)	9.1% (28)
Other	2.0% (7)	1.3% (4)	2.0% (7)	1.3% (4)	2.0% (7)	1.3% (4)
<b>TOTAL</b>	<b>100% (349)</b>	<b>100% (308)</b>	<b>100% (349)</b>	<b>100% (308)</b>	<b>100% (349)</b>	<b>100% (308)</b>

Table 5.2 – B1(c) Business Park Modal Share – By Percentage and Actual Number (in brackets)

	2011 MODAL SHARE ESTIMATE		2013 FORECAST MODAL SHARE		2016 FORECAST MODAL SHARE	
	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE
Public Transport	4.5% (4)	5.2% (4)	5.6% (5)	6.5% (5)	6.7% (6)	6.5% (5)
Car Driver	82.0% (73)	74.0% (57)	77.5% (69)	68.9% (53)	71.9% (64)	63.6% (49)
Car Passenger	4.5% (4)	6.5% (5)	6.7% (6)	9.0% (6)	7.9% (7)	10.4% (8)
Cycling	2.3% (2)	2.6% (2)	2.3% (89)	2.6% (2)	4.5% (4)	5.2% (4)
Walking	6.7% (6)	11.7% (9)	13.0% (10)	13.0% (10)	9.0% (8)	14.3% (11)
Other	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)
<b>TOTAL</b>	<b>100% (89)</b>	<b>100% (77)</b>	<b>100% (89)</b>	<b>100% (77)</b>	<b>100% (89)</b>	<b>100% (77)</b>

Table 5.5 – Care Home – By Percentage and Actual Number (in brackets)

	2011 MODAL SHARE ESTIMATE		2013 FORECAST MODAL SHARE		2016 FORECAST MODAL SHARE	
	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE	AM PEAK HOUR MODAL SHARE	PM PEAK HOUR MODAL SHARE
Public Transport	10.0% (1)	0.0% (0)	10.0% (1)	11.1% (1)	10.0% (1)	11.1% (1)
Car Driver	60.0% (6)	77.8% (7)	50.0% (5)	66.7% (6)	50.0% (5)	66.7% (6)
Car Passenger	0.0% (0)	22.2% (2)	0.0% (0)	22.2% (2)	0.0% (0)	22.2% (2)
Cycling	0.0% (0)	0.0% (0)	10.0% (0)	0.0% (0)	10.0% (0)	0.0% (0)
Walking	30.0% (3)	0.0% (0)	30.0% (3)	0.0% (0)	30.0% (3)	0.0% (0)
Other	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)
<b>TOTAL</b>	<b>100% (10)</b>	<b>100% (9)</b>	<b>100% (10)</b>	<b>100% (9)</b>	<b>100% (10)</b>	<b>100% (9)</b>

- 5.4 The modal share targets may be subject to change, once surveys of future employees and resident base travel habits are carried out, as set out in **Section 6**, and if they are found to be impractical within the first years of occupation, or if any of the site occupying organisations change. The modal share of motorcycles will need to be specifically identified further to occupation.
- 5.5 The Full 'umbrella' Travel Plan for the whole site and the bespoke travel plans for the future occupiers will continue to evolve after 2016, in accordance with the objectives set out at the beginning of this document. The main targets for car use (yet to be confirmed through future resident and employee base surveys) will be revised as necessary at frequencies to be confirmed after that time.
- 5.6 The Transportation Assessment confirms the traffic impact of the redevelopment will be immaterial in a design year of 2011, as agreed with SBC and the HA. The key objective is to reduce single occupancy car use by ten percent if possible by 2016, thereby ensuring more sustainable travel and also relatively less traffic impact on the local highway network. If measures to reduce single occupancy car use are implemented as part of this Travel Plan Framework before 2011, the traffic impact will be reduced further.



## 6 IMPLEMENTATION, DISSEMINATION & MONITORING

- 6.1 The initiatives, measures and modal share targets contained in this Framework Travel Plan document may be subject to change at a later date once surveys of future employees and resident travel habits are carried out and if the indicative targets on **Tables 5.1 to 5.5** are found to be impractical, or if the site occupiers change. The Full Travel Plan document will include travel survey procedures and results to assess progress.

### Roles and Responsibilities

- 6.2 A Sustainable Travel Manager will be provided as part of the Full Travel Plan requirements and will be appointed by the management company. The Sustainable Travel Manager will be responsible for overseeing the strategy and development of the Full 'umbrella' Travel Plan and its day-to-day operation; acting as liaison between the Travel Plan Co-ordinators for the future occupiers, the Council, management and residents, employees; managing the initiatives; and monitoring and reviewing targets.
- 6.3 The Travel Plan Co-ordinators for the future will liaise with each other across the development area, to review individual targets, share ideas and implement initiatives for the whole site. They will also provide regular feedback to the Sustainable Travel Manager. Senior members of staff will supervise the Travel Plan Co-ordinator responsible for the future occupiers or groups of occupiers.
- 6.4 Additional working groups may be provided from time-to-time to focus the efforts of the Travel Plan, as necessary.

### Programme for Implementation of a Full Travel Plan

- 6.5 Where required, a Full Travel Plan document for the whole development as well as the bespoke travel plans for the future occupiers will be discussed with highway officers once the datum resident and / or employee traffic surveys have been assessed. The Full 'umbrella' Travel Plan for the whole of the site will generally be prepared within six months of completion of the first phases of development of both the residential and employment parts of the site. The bespoke Travel Plans for future occupiers will be prepared within six months of occupation. The Travel Plans are proposed to be implemented around two months after they have been agreed with highway officers (acting reasonably).



- 6.6 The Full 'umbrella' Travel Plan for the whole site and the bespoke travel plans for the future occupiers are evolving documents which will continue to develop and evolve over time, and will monitor and review targets on a regular basis.

### **Datum Resident and Employee Travel Surveys**

- 6.7 Baseline resident travel surveys will be carried out within one month of full occupation of the site. Employee travel surveys will be carried out for each future development phase within one month of occupation.
- 6.8 This will confirm future resident and employee initial travel habits that will relate to the proposed development schedule / phases and that will also quantify the base proportions of travel by the various modes of transport (the base modal share) currently estimated in **Tables 5.1 to 5.5**. It is proposed that employee travel surveys are carried out using questionnaires and residents travel surveys are carried out using ATC surveys on roads to measure car use.
- 6.9 At this stage, it is considered that the employee surveys will evaluate all staff that are carrying out paid employment for their employer on the day of the survey, which includes all those working at the site, from home, and at locations remote from the site, where their place of employment is typically at the site. The surveys will be carried out on a typical working day. The surveys would not include those employees that are on leave or off sick for example, on the day of the surveys. The staff will be surveyed to establish the total number of cars used to travel to and from the site and which park at the site or in the surrounding locality.
- 6.10 The Sustainable Travel Manager and Travel Plan Co-ordinators will identify the issues to be contained within the staff travel survey questionnaires, which will reflect the organisations cultures and the site characteristics. The questionnaires will be agreed with highway officers in advance (acting reasonably) and distributed as widely as possible. Incentives may be provided to encourage a high number of responses.
- 6.11 The Datum Staff Travel Surveys will include information that can focus the efforts of the Full Travel Plan, on the employees most likely

to change from private car use to more sustainable travel. Useful information may include:

- (i) where the employee reside;
- (ii) travel patterns;
- (iii) duration of travel by employees;
- (iv) employee parking habits on site;
- (v) any barriers to particular types of travel;
- (vi) the employees who are most willing to change their travel habits; and
- (vii) the popularity of the various incentives and measures that staff may consider to change their methods of transport.

6.12 The Datum Travel Surveys and all future travel surveys and interviews will comply with the Data Protection Act. Personal data shall not be used or disclosed in any manner incompatible with the purpose for which it is collected and the respondents will be informed of the uses of the data. It is likely that employees will be identified as numbers in any databases.

### Monitoring the Employment Travel Plans

6.13 The effectiveness of the Travel Plans will be monitored once they have been implemented, to ensure they do not disadvantage any particular user group. An interview study or survey will be carried out in 2013 and 2016 after occupation of the development, in order to evaluate the progress of the Travel Plans against the main targets set out in **Section 5** and identified subsequently through surveys; and to assess whether the organisations are succeeding in persuading fewer people to use the private car. The results will confirm the prevalence of:

- (i) driving alone to work;
- (ii) car sharing;
- (iii) walking;
- (iv) cycling; and
- (v) use of public transport.

6.14 The Sustainable Travel Manager will provide annual progress reports to the Council and the Highways Agency.

6.15 Ultimately, it will be for the Sustainable Travel Manager in consultation with the Travel Plan Co-ordinators, the Council, the Management Companies and future occupying organisations of the employment element of the development to decide the best methods to meet the main modal share targets. However, if some

initiatives and measures are found not to be effective, it is possible that these targets were too onerous or may have been too ambitious for the original programme. A review and adjustment of the targets may be required from time to time in accordance with Swindon Borough Council in consultation with the Highways Agency. At this stage, the first review of the targets is two years after the initial datum survey for each Full Travel Plan, although this could change depending on progress leading up to that date, or if there are special circumstances associated with each occupier and the nature of their business that are considered material.

### Dissemination of the Travel Plan Surveys

- 6.16 It is essential to maintain employees and resident's interest in the Full Travel Plan for the whole site and employees interest in the bespoke Travel Plans for the future occupiers. Once operational, the scheme needs regular new publicity drives to attract interest from employees, in particular. As a result, employees will be kept informed of the results of Travel Plan surveys, as it will keep them actively involved and because it will act as useful promotional material to retain interest in the objectives. Means of publicity are considered in detail in **paragraph 4.4** of this document.

Annex 2  
New Stadium Travel Plan

**DOCUMENT SIGNATURE AND REVIEW SHEET**Project Details

<b>Project Title:</b>	Stadium Events Travel Plan		
<b>Project No.:</b>	9231	<b>Report No.:</b>	PR/06
<b>Client:</b>	Gaming International Ltd		

-	<b>Prepared By:</b>	<b>Checked By:</b>	<b>Approved for issue</b>
<b>Name:</b>	Anthony Jones	Craig Rawlinson	Craig Rawlinson
<b>Signature</b>			
<b>Date</b>	January 2011	January 2011	January 2011

Document Review

Revision	Date	Description	Checked By
Rev A	11 October 2010	Updated text to include operators commitment to pursuing the provision of a link between the Vygon (UK) Ltd site and the Stadium site.	Anthony Jones
Rev B	07 January 2011	Updated Report to reflect meeting with highway officers at Swindon Borough Council on the 7 <sup>th</sup> January 2011.	Anthony Jones

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## APPENDICIES

Appendix A                      Draft Stadium Event Parking (and Bus Numbers) Matrix Based on Anticipated Attendance and Car Occupancy Levels



STATEMENT OF INTENT

*"THE OPERATOR IS COMMITTED TO MANAGING SPECTATOR TRAVEL, BY PROMOTING SUSTAINABLE TRANSPORT AND MANAGING CAR DEMAND ASSOCIATED WITH STADIUM BASE CORE ACTIVITIES"*

# 1 INTRODUCTION & BACKGROUND

## Introduction

- 1.1 This Stadium Events Travel Plan has been prepared by Transport Planning Associates on behalf of Gaming International Ltd, in order to provide a strategy for managing spectator and employee travel associated with stadium events at the replacement Abbey Stadium as part of the wider Abbeymeads development proposal. As part of this, it sets out initiatives and measures to promote sustainable travel and actively manage car demand.
- 1.2 This Travel Plan is a dynamic process that will evolve over time in accordance with the changing circumstances and operation of the replacement Abbeymeads Stadium. As such, it is not a one-off process, but the beginning of a managed approach, which takes responsibility for travel and its impacts through time. However, it provides a strategy to cater for maximum anticipated car demand should the managed approach not meet expectations.
- 1.3 This Travel Plan is intended to form a legal obligation to promote sustainable travel and will be delivered by the Stadium operators in consultation with the Swindon Borough Council's Safety Advisory Group (SAG), which is formed by the Council, the police and other emergency services. The Highways Agency as representative of the Secretary of State for Transport (SSFT) will also be consulted.

## Background Documents

- 1.4 This Travel Plan considers the following documents, as appropriate:
- (i) Travel Plan Checklist for Developers, as provided by Swindon Borough Council;
  - (ii) Travel Plan Resource Pack for Employers, published by the DfT; and
  - (iii) Using the Planning Process to secure Travel Plans – Best Practice Guide, published by the DfT;
  - (iv) Swindon Local Transport Plan 2011 (2006); and
  - (v) Circular 2/07 – Planning and the Strategic Road Network, published by the DfT.

## Stadium Capacity and Parking Levels

- 1.5 The primary Stadium operations will be for speedway and greyhound racing. The speedway operations attract the highest attendances.
- 1.6 The existing Stadium has a maximum licensed attendance level of 4,950. This will be reduced to 3,500 as part of the Abbeymeads redevelopment and this will be controlled by a licence issued by SAG, which is the regulatory authority in control of the licence. The Stadium operator can be prosecuted if the licence limit is exceeded.

- 1.7 The proposed Stadium has a total of 290 bespoke car spaces; plus overflow into adjacent parking for employment development, when the Greyhounds and Speedway will operate. This provides 736 combined car spaces. There are approximately 66 Stadium Event employees. At present, they have unrestrained car parking available to them, but this will be managed as part of the new parking regime, as set out in **Section 5**.
- 1.8 The operator is committed to providing sufficient pre-arranged car parking facilities to cater for any overspill parking demand that is forecast to exceed the 736 on-site car parking spaces. It is proposed to provide further off-site car parking spaces for larger Stadium events as shown by example in the parking matrix at **Appendix A**. This for example will lead to a total available car parking capacity of 1,523 car spaces. Other car park locations may be added to the matrix with the approval of the Council
- 1.9 For the larger Stadium events whereby the off-site parking demand is forecast to exceed 736 car spaces, the operator will require in accordance with the parking matrix included at **Appendix A** the use of off-site car parking spaces or such other car park or car parks as may be available for use and approved in writing by the Council.
- 1.10 The parking matrix at **Appendix A** is based on an assumption of currently available parking on the site and elsewhere. The available off-site parking facilities will reviewed by the operator on a quarterly basis.

#### Summary of Contents of Travel Plan

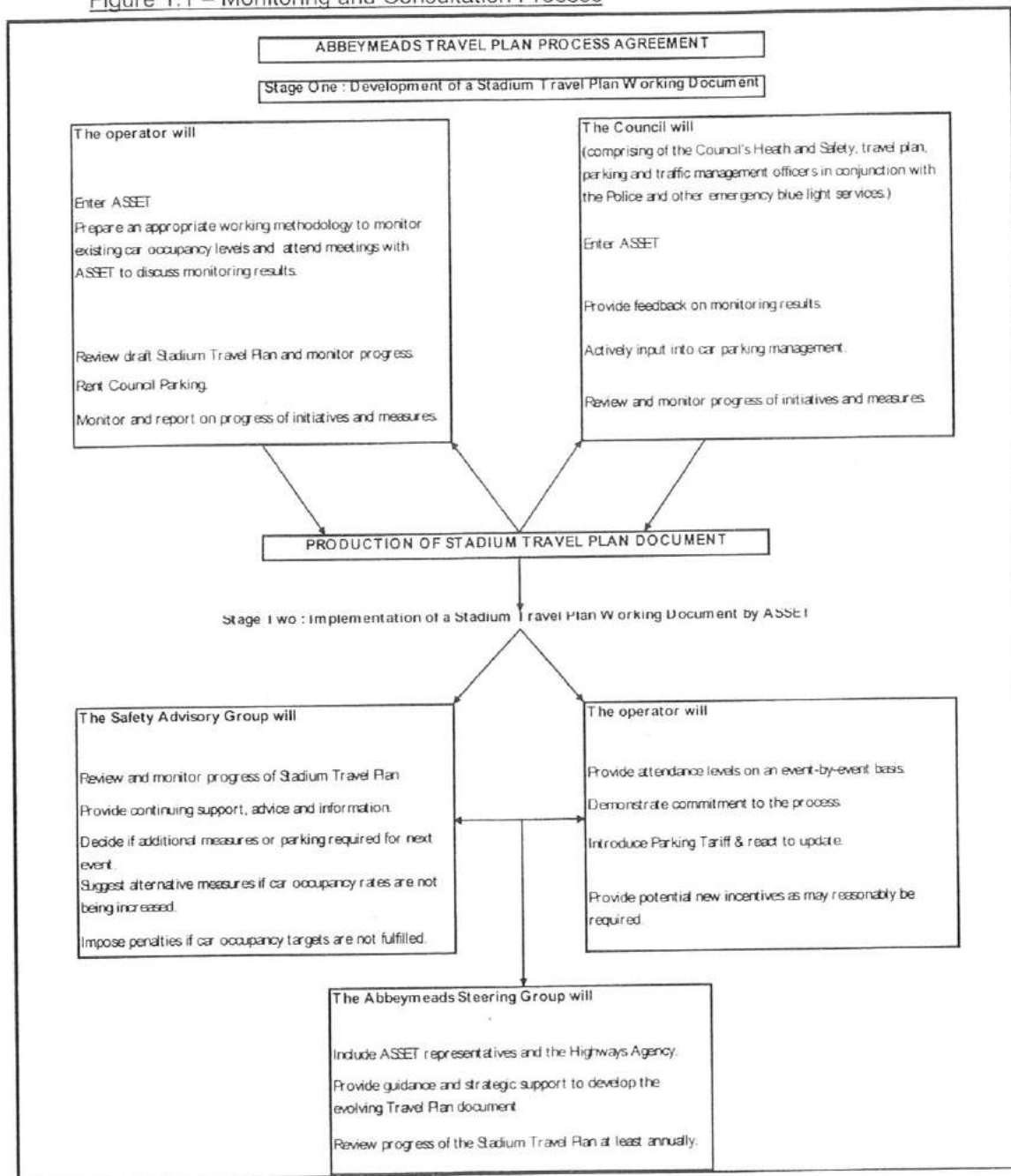
- 1.11 The ultimate goal of this Travel Plan is to minimise unsustainable spectator car travelling habits and so the intention is not to use the maximum capacity of on-site and off-site facilities, except at times of peak demand. As part of this, the document sets out the following:
- (i) the scope and objectives;
  - (ii) the initiatives and measures to reduce single occupancy car trips and to increase car occupancy levels for spectators and event employees;
  - (iii) car occupancy targets for spectators;
  - (iv) car parking targets for event employees;
  - (v) the requirement for a Travel Plan Co-ordinator; and
  - (vi) requirements for monitoring and reviewing car occupancy targets for spectators and car parking targets for event employees.
- 1.12 A separate Travel Plan (9231/PR/05) is applicable to Stadium employees involved in day-to-day activities when the events are not taking place.

### Key Stakeholders

- 1.12 The event-by-event management of Stadium Events will be undertaken by the operator in consultation with the Council's SAG and the travel plan officer at the highway authority. Other highway officers from the parking and traffic management departments may also be consulted from time to time. They are the stakeholders. For the purposes of this Travel Plan, the key stakeholders will be defined as the Abbeymeads Stadium Spectators Events Team (ASSET).
- 1.13 An Abbeymeads Steering Group (ASG) will oversee the development of the Stadium Events Travel Plan. This Steering Group will include representatives of ASSET and the Highways Agency on behalf of the Secretary of State for Transport (SSfT) and it will meet at least three times annually to provide guidance and strategic support to ASSET. The SSfT will be consulted due to the proximity of the new Stadium to the A419 Blunsdon Bypass.
- 1.14 ASSET will meet on at least three separate occasions each year as follows:
- i. Up to two months before the speedway season begins and as soon as practical when the speedway fixture list is announced. The purpose of this meeting will be for ASSET with ASG to agree the target occupancy rates for the season and to ensure that there is sufficient pre-arranged car parking available based on the schedule of fixtures and events, together with the forecast attendance levels and car parking occupancy rates derived from the previous season's surveyed events.  
  
This meeting will also agree the appropriate mechanisms to be implemented to constrain the level of attendance at Stadium events whereby it is forecast that sufficient off-site parking may not be available to accommodate the forecast off-site car parking demand;
  - ii. during the Speedway season. The purpose of this meeting will be for ASSET to review the on-going performance of the travel plan and to assess the need for additional measures and initiatives and whether it is necessary to arrange the required car parking facilities associated with any special events arranged after the announcement of the fixtures card; and
  - iii. within three months, after the conclusion of the speedway season. The purpose of this meeting will be for ASSET to disseminate the statistics and performance of the travel plan during the previous season and if the target car occupancy rate has been achieved. Should the agreed car occupancy targets not be achieved, this meeting will also agree the future measures and initiatives to be implemented.

1.15 The process of consultation, monitoring and planning events is set out at **Figure 1.1** and described further in later parts of this Travel Plan.

Figure 1.1 – Monitoring and Consultation Process



## 2 SCOPE & OBJECTIVES OF TRAVEL PLAN

### Scope of Travel Plan

2.1 Travel Plans present the opportunity to raise awareness of the consequences of travel choices, the benefits of alternatives and the opportunity to minimise the impact of motorised travel on the environment. The scope of this Travel Plan is intended to benefit the following:

- (i) the individual - through improved health, reduced stress and cost savings;
- (ii) the workplace - through a healthier, more motivated workforce, reduced congestion and improved access for employees and visitors;
- (iii) the community - by the operators, event employees and spectators demonstrating commitment to environmental priorities and setting an example to others; and
- (iv) the environment - through improved local air quality with less noise, dirt and fumes, which can contribute to other national and global improvements.

### Objectives of Travel Plan

2.2 This Travel Plan will have the following key objectives:

- (i) to increase multi-occupancy car travel and promote other sustainable forms of transport;
- (ii) to reduce event employees and spectators car parking demand;
- (iii) to prevent any inappropriate parking occurring on the local and strategic road network; and
- (iv) to promote a healthier lifestyle for event employees, visitors, spectators and the wider community.

2.3 A Travel Plan Co-ordinator (TPC) will be appointed by the operator as part of ASSET to implement the Travel Plan and lead the strategy for meeting the objectives. The TPC will be recruited and trained from the operator's full time management staff and therefore be available on a full time basis throughout the year and the operator will allocate appropriate resources and manpower to assist the TPC implementing the TP in a responsible and responsive manner. The operator will provide and keep updated a TPC job description and operating specification.

- 2.4 It is envisaged that the role of the Travel Plan Co-ordinator will include the following activities: -
- (i) act as point of contact for all staff, spectators and residents requiring additional information and a point of contact for ASSET, SAG and ASG;
  - (ii) to lead the strategy for meeting the Travel Plan's objectives;
  - (iii) provide progress reports to ASSET relating to each event to confirm attendance levels and instances of on-street parking;
  - (iv) monitor and review the targets;
  - (v) to identify the off-site parking facilities required on an event by event basis based on the car occupancy rates derived from the previous season and based on the relative success of the Speedway season;
  - (vi) provide annual progress reports to ASSET and ASG;
  - (vii) design and implement effective marketing and awareness-raising campaigns to promote the Travel Plan;
  - (viii) liaise with spectators and local residents on streets near the Stadium;
  - (ix) set up and co-ordinate groups that can dictate or influence the strategies, as a required;
  - (x) coordinate data collection to develop the Travel Plan; and
  - (xi) secure and maintain a budget from the operator for the development of the Travel Plan.
- 2.5 The targets, initiatives and measures contained within this Travel Plan will continually evolve and will be actively monitored by the TPC and ASSET. The initiatives and measures described in **Section 4** will be revisited if they are found to be failing to meet targets. Ultimately, it is for TPC in consultation with ASSET and the ASG to decide the best methods to meet the targets and to reduce car parking demand.



### 3 2011 SPEEDWAY SEASON AT EXISTING STADIUM

- 3.1 It is proposed to voluntarily introduce a range of initiatives and monitoring at the existing stadium during the 2011 Speedway Season. These events will be broadly monitored and surveyed as set out in **Section 6** in order to update the base car occupancy rates but would not form part of any legal obligations for the Abbeymeads development.
- 3.2 The voluntary introduction of travel demand initiatives and monitoring will also enable ASSET and the ASG to establish the practicality of the initiatives and measures proposed once the new Stadium is occupied. It will also enable ASSET and the ASG to consider before completion of the new stadium, whether any of the initiatives and measures were successful in encouraging higher multi-occupancy car travel, as well as promoting other sustainable modes of travel.
- 3.3 This process will inform the need to use off-site car parking in the future should it be required for busier events.
- 3.4 The initiatives and measures set out below are not proposed to be all-encompassing at this stage.
- 3.5 At this stage, the initiatives and measures proposed to be introduced for the 2011 season are set out in **Table 3.1** below:

Table 3.1 – List of Voluntarily Initiatives and Measures proposed for 2011 Season

NO.	INITIATIVES AND MEASURES	PRINCIPLE
1	Investigate the use of off-site Parking Facilities for the larger Major Stadium Events, if required.	To cater for existing parking demand and measure likely popularity.
2	Structured Parking Tariff at the Stadium and any off-site parking facilities that may be used	Promote use of off-site parking facilities.
3	Discounted parking for multi-occupancy vehicles interrelated with the structured parking tariff	To encourage higher multi-occupancy car travel.
4	Travel options and public transport information to be included in match programmes and the Stadium website.	To encourage sustainable transport as an alternative to the car.
5	Potential discounts on admission tickets for people arriving to the site by public transport for occasional fixtures.	To encourage sustainable transport as an alternative to the car.

## 4 INITIATIVES, MEASURES & MARKETING

### Suggested Initiatives and Measures

- 4.1 A range of initiatives and measures will be trialled in the 2011 speedway season as set out in **Section 3** of this Travel Plan, in order update the base car occupancy rates and to establish whether they can be successful in helping to achieve the desired car occupancy rates before the new stadium is completed.
- 4.2 The list of initiatives and measures contained in this Travel Plan will be implemented at the outset as part of the new Stadium (as evolved through trialling), in order to maximise the opportunity to influence travel patterns associated with spectator travel. It is envisaged that new spectators will plan their travel arrangements in accordance with the Travel Plan at the outset, thereby eliminating any potential resistance to adjusting established travel arrangements at a later date.
- 4.3 The operator is committed to ensuring that there is sufficient pre-arranged on and off-site car parking facilities available for the seasons Stadium events programme to cater for the forecast car parking demand based on the estimate of anticipated attendance levels and anticipated car occupancy rate. This will agree the number of car parking spaces required, the venue and times required and the cost-structure.
- 4.4 ASSET will agree the appropriate mechanisms to be implemented to constrain the level of attendance at Stadium events where it is forecast that sufficient off-site car parking facilities will not be available to accommodate the forecast parking demand.

### Car Parking Costs and Management

#### Structure of Car Parking Tariff System

- 4.5 A car parking tariff system will be implemented and reviewed on a regular basis, as it will be subject to market forces. However, it will be structured to ensure that lower-cost parking would be at the off-site car parks in the future (when needed), medium cost parking at any nearby off-site car parks in the vicinity of the Stadium (when needed) and the highest cost for parking will be at the Stadium. This is anticipated to encourage use of the off-site parking from the outset, as necessary.
- 4.6 Bus service links between the off-site car parks and the Stadium will be free and arranged by the Stadium operator. They will not therefore require registered routes. The exact frequency will need to be agreed with ASSET in anticipation of the likely demand on an event-by-event basis (**Section 6**). However, based on the levels of demand as derived from the 2007 season's attendance levels, it is anticipated to be between 5 and 30 minutes, at this stage

Town Centre Car Parks

- 4.7 If the proposed initiatives and measures are successful in achieving a car occupancy rate of 2.3 people per car, it is anticipated that any town centre car parks or equivalent facilities elsewhere will only be provided in worse case circumstances of high demand (See Section 5). Otherwise, it is considered that use of these car parks will gradually be reduced until they are not required.

**Committed Travel Demand Measures for Event Employees and Spectators**

- 4.8 The travel demand measures for event employees and spectators that are set out in Table 4.1 below will be provided.

Table 4.1 – Committed Travel Demand Measures for Event Employees and Spectators

NO	COMMITTED MEASURES	PRINCIPLE
1	Provision of a new controlled pedestrian crossing on Salzgitter Drive.	To facilitate safe pedestrian routes and encourage walking.
2	Commitment to pursuing the feasibility of providing sustainable modes of travel or transport links to the Stadium site from any off-site parking facilities (when needed).	To encourage sustainable transport as an alternative to the car.
3	Provision of enhanced evening bus services.	To encourage travel to the site by public transport.
4	Improved pedestrian crossing points at the roundabouts on Salzgitter Drive	To facilitate safe pedestrian routes and encourage walking.
5	To provide off-site car parking facilities for any additional parking forecast over 736 spaces	To manage potentially high levels of car parking demand.
6	To constrain the level of attendance as required where it is forecast that sufficient available off-site car parking facilities to cater for any overspill car parking demand cannot be provided.	To manage potentially high levels of car parking demand.
7	Discounted parking for multi-occupancy vehicles interrelated with the structured parking tariff.	To encourage higher multi-occupancy car travel.
8	Travel options and public transport information and details of the structure of the parking tariff to be included in match programmes, leaflets and the Stadium and Speedway website.	To encourage sustainable transport as an alternative to the car.

9	A contribution towards traffic regulation orders to be implemented on local roads should overspill parking otherwise occur.	To prevent inappropriate parking and to manage car parking demand.
10	Provision of travel notice boards.	To encourage sustainable travel.
11	The introduction of 37 motor-cycle spaces and 44 cycle spaces.	To encourage sustainable travel.
12	Provision of a taxi rank for up to eight taxis.	To reduce parking demand
13	Provision of a coach parking area and bus terminus.	To encourage sustainable travel.
14	Implementation of Structured Parking Tariff at the Stadium and off-site car parks when required (see para 4.5 above).	Promote use of car parking at designated car parks.
15	Promotion of a Swindon Robins Fanzine car sharing database to encourage shared use of the car.	To encourage multi-occupancy car travel.

#### Event Employee Specific Measures

4.9 The travel demand measures for employees set out in **Table 4.3** below will be provided.

Table 4.3 – Employee Specific Measures

NO	PROPOSED INITIATIVES	PRINCIPLE
1	Employees will be limited to using 40 designated car parking spaces during Stadium events (compared to unrestrained at around 66 spaces in 2007 season) and will be prohibited from using other car parking spaces.	To reduce car parking demand and encourage car sharing.
2	The inclusion of sustainable travel information on websites and literature.	To encourage sustainable travel.
3	A guaranteed lift-home initiative.	To encourage sustainable travel.
4	Implementation of Bicycle User Groups.	To encourage cycle journeys.

5	The provision of shower changing facilities.	To encourage pedestrian and cycle travel.
6	The designation of parking spaces for car sharers only.	To reduce car parking demand.

#### Awareness and Marketing

4.10 Employees, visitors and spectators at the Stadium events will be made aware of the initiatives and measures contained in the Travel Plan in terms of the need for the development to meet car occupancy level targets and to eliminate any occurrences of inappropriate off-site parking. The following means of publicity may be used:

- (i) consultation with the Travel Plan Co-ordinator and staff representatives;
- (ii) travel information on literature including match programmes, tickets and spectator and employee websites;
- (iii) consultation with local fanzine groups;
- (iv) spectators and employee newsletter(s);
- (v) poster campaigns; and
- (vi) public relations campaigns.

## 5 CAR OCCUPANCY TARGETS

### Existing Car Occupancy Levels

- 5.1 An average car occupancy level of 1.77 people per car has been identified from surveys in the 2007 season.
- 5.2 It is the objective of ASSET to increase car occupancy levels as part of a strategy to reduce car travel and current parking demand.

### Future Spectator Car Occupancy Targets

- 5.3 Indicative car occupancy targets have been set based on forecasts derived from the 2007 attendance levels. An indicative Stadium Event Parking (and Buses) matrix for spectator attendance levels is included at **Appendix A** and illustrates the likely need for off-site parking facilities and associated bus links anticipated based on the estimate of anticipated attendance levels and anticipated car occupancy levels. The matrix is anticipated to provide a 'starting point' for ASSET to evaluate the need for parking facilities on an event-by-event basis. The matrix is anticipated to develop in line with the wider Travel Plan objectives, which will also evolve over the lifetime of the Stadium.
- 5.4 It should be noted that the targets for car occupancy rates contained in the matrix assume that there will only be a future modal shift from car driver to car passenger. The targets do not account for any modal shift changes from car driver to other sustainable modes of transport. It should therefore be recognised that it may not be necessary for future car occupancy and car parking demand to increase in line with the assumptions in this Travel Plan, if a relatively high proportion of people transfer to walking, cycling or using local public transport to travel to the site.
- 5.5 The targets and matrix is therefore subject to re-evaluation both after the 2011 season and after the Stadium is occupied, further to monitoring.

### Future Employee Car Parking Targets

- 5.6 The current 66 Stadium Event employees have unrestrained car parking and it has been assumed that event employees can all currently bring their own car. A car driver modal share target of sixty percent is therefore proposed for the employees. This equates to a maximum of 40 car parking spaces within the total provision.
- 5.7 This Travel Plan will continue to evolve after the first five years of occupation in accordance with the objectives set out at the beginning of this document. The number of parking spaces available for staff may be reduced, but will not be increased unless justified by ASSET.



**Non-Fulfilment Penalties**

- 5.8 The key objective of this Travel Plan is to increase spectator car occupancy levels by 0.10 per annum if possible at events with no more than 2,000 spectators using the measures and initiatives that are to be implemented, as set out in **Section 4** of this report.
- 5.9 The operator will commit to implementing additional measures or initiatives at the end of each season for the first five years, should the operator not achieve the required target occupancy rate set at the beginning of the season, if the target is not achieved (allowing for an acceptable variance to be agreed by ASSET). Otherwise, the operator will have to provide reasonably relating penalty charges to the Council. The schedule of penalty charges is set out on **Table 5.1** below.
- 5.10 A target date will be set by ASSET of no less than two months before the beginning of the next speedway season for the operator to implement any agreed measures and initiatives. Should the measures and initiatives not be implemented by the set target date, ASSET will impose a cost penalty equal to the sum of the cost of the agreed measures and initiatives.

Table 5.1 – Targets for Car Occupancy Rate

YEAR OF OCCUPATION	PERCENTAGE CAR OCCUPANCY INCREASE (BASE = 1.77)	PENALTY CHARGE IF TARGET NOT MET	MILESTONE INDICATOR <sup>1</sup>
1	+0.013	Measures and Initiatives	1.9
2	+0.10	£5,000	2.0
3	+0.10	£10,000	2.1
4	+0.10	£15,000	2.2
5	+0.10	£25,000	2.3

<sup>1</sup>Actual Occupancy Rates to be derived from surveys carried out after occupation.

- 5.11 The car occupancy level and associated penalty charge for each year would be taken in isolation and related to the annual increment reduction in car occupancy targets. It would not refer to the milestone indicator in reality.



- 5.12 It is the intention that the highway authority as part of ASSET will identify suitable initiatives and measures to promote non-car travel to be implemented by the operator or with any penalty costs that are accrued. These initiatives and measures could include for example, improvements to local sustainable travel infrastructure or additional parking enforcement. They will be considered by ASSET and the ASG (including the Highways Agency) to evaluate them against any other proposals that may be considered more effective at the time.
- 5.13 After the fifth year, it will be for ASSET with the ASG to determine any further remedial actions, but it is not considered reasonable for the operator to commit to further penalties. If necessary, the operator would instead commit to the provision of permanent bus services from the town centre car parks and the police, Council and Highways Agency would enforce temporary parking restrictions on the local roads.



## 6 IMPLEMENTATION, DISSEMINATION & MONITORING

### Implementation

- 6.1 The initial range of initiatives and measures that are required will be identified by ASSET and the ASG three months before the first event associated with the new Stadium. They will be implemented in advance. The effectiveness of the range of these measures will be reported to ASSET on an event-by-event basis for the first season of occupation.

### Monitoring

- 6.2 The operator is committed to establishing an in-house monitoring regime to establish the effectiveness of the range of measures and initiatives proposed to encourage higher car occupancy levels and reduce car parking demand at all future speedway events. This will be agreed through ASSET.
- 6.3 Independent traffic and occupancy surveys will also be carried out for a minimum of two events per annum that has less than 2,000 attendees for the first five years to assess progress in meeting targets and which additional measures need to be provided or if necessary, which penalties need to be levied.
- 6.4 Additionally, independent traffic and occupancy surveys (or bus ticket receipts at off-site car parks, as appropriate) will also be carried out at all car parks required at two events per annum that have more than 2,000 attendees for the first five years. This will also assess progress in promoting high car occupancy.
- 6.5 The dates of the surveys for each season will be agreed by ASSET and the ASG.
- 6.6 An alternative method of measuring car use and therefore parking demand will be carried out through use of multi-modal surveys to establish base levels of travel by all types of journeys, specifically walking, cycling and journeys by bus.

### Dissemination

- 6.7 The effectiveness of this Travel Plan will be monitored once it has been implemented, to ensure it does not disadvantage any particular user group.
- 6.8 At the outset, the Travel Plan Co-ordinator will provide progress reports to ASSET relating to each event to confirm attendance levels and any instances of on-street parking on the local roads or the trunk road. These will inform ASSET, when determining the need for additional parking at the next event.
- 6.9 The frequency of the progress reports will be re-evaluated by ASSET and the ASG and adjusted as appropriate over time and subject to the success of the Travel Plan.
- 6.10 Annual reports will be provided by ASSET to the ASG at the start of season meetings. These reports will summarise the results of the surveys and other monitoring techniques. It will provide an appraisal of the success of the measures and initiatives that have been proposed. The ASG will provide support to ASSET, as necessary.

## Annex 3 Form of Deed of Nomination

THIS DEED OF NOMINATION RIGHTS is made the ... day of .....

BETWEEN:

- (1) (name of Registered Provider) [company number (number)] whose registered address is at (address) ('the RP') and
- (2) SWINDON BOROUGH COUNCIL of Civic Offices, Euclid Street, Swindon ("the Council")

### 1 Definitions

In this Deed:

- 1.1 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Rented Unit
- 1.2 'Nomination List' means the list to be supplied by the Council pursuant to clauses 3.1.3 and 3.2.1
- 1.3 'Nominee' means a person named who is specified by the Council as being suitable for the category of Rented Unit in respect of which the RP is in accordance with this Deed to offer a Tenancy Agreement
- 1.4 'Property' means the land at (address) shown edged red on the attached plan
- 1.5 'Property Nomination Form' means a form containing details of the Rented Unit or provided by the RP to the Council in accordance with this Deed
- 1.6 'Rented Unit(s)' means (number) [houses, flats, maisonettes or bungalows]
- 1.7 'Subsequent Nominee' means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.2.3
- 1.8 'Tenancy Agreement' means either an assured tenancy, assured shorthold tenancy or a starter tenancy agreement in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the RP from time to time for its general lettings
- 1.9 'Vacancy Notice' means a written notice in the form of a Property Nomination Form given by the RP to the Council. The function of such notice being the notification to the Council by the RP that the construction and fitting out of the Rented Unit is completed and is available to be occupied.
- 1.10 'Void' means a Rented Unit which is vacant otherwise than as a result of the tenant having:
  - 1.10.1 moved to other accommodation either by transfer or decant provided by the RP
  - 1.10.2 moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Homes and Communities Agency under the Housing Act 1996

1.11 'Void Notice' means a written notice given by the RP to the Council in the form of a Property Nomination Form. The function of such a notice being the notification to the Council of a Void

## 2 Enabling Provisions

This Deed is made pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

## 3 Procedure

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units

### 3.1 Initial lets

- 3.1.1 The RP shall give the Council not less than 1 months notice that a Rented Unit shall be ready for Initial Let
- 3.1.2 The RP shall serve a 'Property Nomination Form' in respect of the Rented Units not earlier than 1 month prior to such newly constructed and previously unoccupied Rented Units becoming available for occupation
- 3.1.3 The Council shall on receipt of the Property Nomination Form advertise the said property through its 'homebid website' on the next available bidding cycle. At the close of the bidding cycle the Council will serve upon the RP within 3 working days the name of the Nominee whom the Council has shortlisted.
- 3.1.4 The notice to be served by the Council under clause 3.1.3 shall:
  - 3.1.4.1 specify the address of appropriate Rented Unit
  - 3.1.4.2 indicate the banding priority for the housing of the persons named
- 3.1.5 The RP shall have the right to let the Rented Units available for Initial Let to persons of its own choosing in the event of the Council's failure to serve a notice of a Nominee as referred to in clause 3.1.3 within the period of 3 working days at the close of the bidding cycle
- 3.1.6 The RP shall within 10 working days of the date of receipt of the name of a Nominee as referred to in clause 3.1.3 use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee
- 3.1.7 If the selected Nominee fails to enter into a Tenancy Agreement following the receipt of the RP's offer of a Tenancy Agreement within 10 working days or a reasonable specified time period agreed between the Nominee and the RP such selected Nominee shall be deemed to have rejected the RP's offer and the RP can request another Nominee whereupon the procedure set out in clause 3.1 and this clause shall be repeated
- 3.1.8 In the event of the second selected Nominee failing to accept the RP's offer of a Tenancy Agreement within the time prescribed by clause 3.1.7 then the RP can request a third Nominee and the procedure set out in clauses 3.1 shall apply but in the event of such third selected Nominee failing to accept the RP's offer of a Tenancy Agreement within the prescribed time limits the RP shall not be bound to make any

further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing

### 3.2 Voids

- 3.2.1 Subject to the provisions of Clause 3.2.4 should a Rented Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case:
- 3.2.1.1 the RP shall serve a Property Nomination Form in respect of the relevant vacant Rented Unit and
- 3.2.1.2 The Council shall on receipt of the Property Nomination Form advertise the said property through its 'homebid website' on the next available bidding cycle. At the close of the bidding cycle the Council will serve upon the RP within 3 working days the name of the Nominee whom the Council has shortlisted.
- 3.2.2 The RP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to provide a Nominee referred to in clause 3.2.1.2 within 5 working days of receipt of the Void Notice
- 3.2.3 Upon receipt of the name of the Nominee as referred to in clause 3.2.1.2 the RP shall follow the procedure set out in clauses 3.1.6–3.1.8 mutatis mutandis
- 3.2.4 The RP shall not be obliged to follow the procedure set out in clauses 3.2.1–3.2.3 if it would result in the Subsequent Nominees exceeding 75% of the Rented Units available after the Initial Let

### 3.3 Provision of information and alteration of lists

- 3.3.1 The RP shall give notification to the Council of the occurrence of the following events within 5 working days of their occurrence:
- 3.3.1.1 a Nominee failing to view a Rented Unit
- 3.3.1.2 a Nominee failing to accept the offer of a Tenancy Agreement
- 3.3.1.3 a Nominee accepting an offer of a Tenancy Agreement
- 3.3.1.4 a person accepting an offer of a Tenancy Agreement from the RP
- 3.3.1.5 the RP rejecting a Nominee in accordance with clause 3.3.6
- 3.3.2 In the event of a further Property Nomination Form being served pursuant to clause 3.3.1 then the name of such Nominee shall be removed from the Nomination List
- 3.3.3 If the Council has no suitable Nominee they will inform the RP within 2 working days.
- 3.3.4 The RP shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee creates a Void in respect of that Rented Unit
- 3.3.5 Each year (quarterly) the RP shall serve the Council with details of the letting activities of the Rented Units if requested by the Council

- 3.3.6 The RP shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of the RP the grant of a tenancy to such Nominee would be in contravention of the RP's registered rules or its letting criteria
- 3.3.7 The Council shall immediately notify the RP in writing if any Nominee is to be withdrawn from the Nomination List with full reasons
- 3.3.8 When calculating percentages for the purposes of this Deed percentages in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down
- 3.3.9 The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

4 Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other from time to time and any notice shall be deemed to have been served 2 working days after posting

5 Transfers to other Registered Providers

The RP shall use all reasonable endeavours to ensure that any Registered Provider to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Homes and Communities Agency under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council

6 Disputes

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 or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

7 Agreements and declarations

The parties agree:

- 7.1 nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 7.2 the obligations contained in this Deed are personal to the parties and shall not bind successors in title or any mortgagee in possession or any receiver or manager (including an administrative receiver) appointed by any party who has provided loan facilities to the RP

IN WITNESS whereof the parties hereto execute this Deed on the day and year first before written

The Common Seal of )  
 SWINDON BOROUGH )  
 COUNCIL was affixed to )  
 this Deed in the presence of )

The Common Seal of )  
)  
was affixed to this Deed )  
in the presence of )