Town and Country Planning Act 1990

APPLICATION FOR Outline Planning Permission

With reference to your application for Outline Planning Permission, under the above legislation notice is hereby given that Derbyshire Dales District Council as the Local Planning Authority have Granted with Conditions Outline Planning Permission for:-

Residential development (367 dwellings), employment site, commercial and community facilities, link road, access and landscaping (outline) - Ashbourne Airfield, Ashbourne, Derbyshire, for FW Harrison Commercials Ltd.

as described on the application form and shown on the accompanying documents and subject to the following condition(s): -

1. The development hereby permitted must be begun before the expiration of three years from the date of this permission.

2. An application for details of the following matters (hereafter referred to as the reserved matters) shall be submitted to and approved in writing by the Local Planning Authority before the commencement of any works:-

   a) the scale of the development;
   b) the layout of the development;
   c) the external appearance of the development;
   d) details of access arrangements;
   e) the landscaping of the site.

The development shall thereafter be implemented in accordance with the approved details.
3. No development shall take place, including any works of demolition, until a Construction Management Plan / Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. The approved Plan / Statement shall be adhered to throughout the construction period. The Plan / Statement shall provide for:

a. parking of vehicles of site operatives and visitors;
b. storage of plant and materials and site accommodation;
c. routes for construction traffic;
d. method of prevention of mud / debris being carried onto the public highway;
e. proposed temporary traffic restrictions;
f. arrangements for loading / unloading and turning vehicles within the site;
g. site access arrangements and any hoarding.

4. No development shall be commenced until a temporary access for construction purposes has been provided to the public highway (Blenheim Road or A52 Derby Road) in accordance with a detailed design first submitted to and approved in writing by the Local Planning Authority. The access shall be retained in accordance with the approved scheme throughout the construction period, or such other period of time as may be agreed in writing by the Local Planning Authority, free from any impediment to this designated use.

5. Before any other operations are commenced on site a detailed phasing programme for the whole site shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include detailed timescales for construction activities associated with and the delivery of the residential and commercial elements and provision of the link road, linking Blenheim road and the A52.

6. Prior to first occupation of any dwelling or industrial / commercial premises on site a new permanent junction shall be formed to Derby Road, generally in accordance with submitted drawing No E07 - Signal Controlled Junction, but more specifically in accordance with detailed designs first submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt the developer will be required to enter into a Highways Act 1980 Agreement (Section 278) with the Highway Authority in order to comply with the requirements of this condition.

7. No more than 75 No dwellings shall be erected and occupied before the road linking Blenheim Road and the A52 has been laid out, constructed to adoptable standard, drained, lit and is open / available for use by the public, all as may be agreed with the Local Planning Authority.

8. Notwithstanding the submitted information a subsequent reserved matters or full application shall include designs of the internal layout of the site in accordance with the guidance contained in the 'Manual for Streets' document issued by the Departments for Transport and Communities and Local Government.

9. The internal layout for the residential element of the site shall be designed in accordance with the '6C’s Design Guide'-Http://www.leics.gov.uk/htd and prior to the first occupation of any dwelling the estate street carriageways and footways between the dwelling and the adopted highway shall be constructed to a minimum binder course level with highway surface water drainage and street lighting in accordance with details to be submitted to and approved in writing with the Local Planning Authority.

10. No dwelling shall be occupied until space has been provided within the site curtilage / plot for the parking and manoeuvring of residents and visitors vehicles associated with that dwelling, together with secure cycle parking, all to be laid out, constructed and approved in writing by the Local Planning Authority. The facilities shall be retained throughout the life of the development free from any impediment to their designated use.
11. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and/or re-enacting that Order) the garage / car parking space(s) hereby permitted shall be retained as such and shall not be used for any purpose other than the garaging of private motor vehicles associated with the residential occupation of the property without the grant of further specific planning permission from the Local Planning Authority.

12. No development shall be commenced in the proposed industrial areas until details of the buildings, uses, commercial vehicle and car parking and manoeuvring space and secure cycle storage facilities have been submitted to and approved in writing by the local Planning Authority. The details shall be implemented and thereafter retained in accordance with the approved scheme.

13. The proposed access driveways / parking spaces, to the new estate street, shall be no steeper than 1 in 14 for the first 5m from the nearside highway boundary and 1 in 10 thereafter.

14. Internal residential estate street junctions and shared private drives shall be provided with 2.4m x 25m visibility splays in either direction, the visibility splay being measured up to 1m into the carriageway at the extremity of the sightline. The area in advance of the sightlines being levelled, constructed as footway and not being included in any plot or other sub-division of the site.

15. Direct access(es) to the internal link road shall be provided with 2.4m x 43m visibility splays in either direction, the visibility splay being measured up to 1m into the carriageway at the extremity of the sightline. The area in advance of the sightlines being levelled, constructed as footway and not being included in any plot or other sub-division of the site.

16. The residential estate street layout shall be provided with 25m forward visibility sightlines, as laid out in the County Council's 6C's design guide, the area in advance of the sightline being laid out as an extended footway, forming part of the estate street and not part of any plot or other sub-division of the site.

17. The private driveways / parking spaces from individual properties, to the proposed estate street, shall not be taken into use until they have been provided with 2.4m x 25m visibility splays in each direction, the visibility splay being measured up to 1m into the carriageway at the extremity of the sightline. The areas in advance of the sightlines remaining free from any obstructions to visibility over 1m high, relative to the nearside carriageway channel level.

18. Individual driveway / parking spaces shall be provided with 2m x 2m x 45 degree pedestrian inter-visibility splays on either side of the accesses at the back of the footway / margin, the splay area being maintained throughout the live of the development clear of any object greater than 0.6m in height relative to the adjoining footway level.

19. Works shall not commence on site until a scheme for the disposal of highway surface water has been submitted to and approved by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details prior to occupation of the dwellings and retained accordingly thereafter.

20. The premises, the subject of the application, shall not be occupied until a full Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall set out proposals (including a timetable), to promote travel by sustainable modes which are acceptable to the Local Planning Authority, and shall be implemented in accordance with the timetable set out therein, unless otherwise agreed in writing by the Local Planning Authority. Reports demonstrating progress in promoting sustainable transport measures shall be submitted annually, on each anniversary of the date of the planning consent, to the Local Planning authority for approval for a period of five years from 90% completion of the whole development.
21. Prior to the occupation of any dwelling on site full details of on-site affordable housing including its phasing, location, tenure and house types along with mechanisms for transfer to a social landlord and future management shall be submitted to and agreed to in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

22. The reserved matters submission shall include full details of on-site provision of playing fields, recreation spaces and play equipment and their future maintenance and management.

23. No dwellings shall be located within 300m of the boundary of the Vital Earth premises adjoining the site to the northwest.

24. Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until sections A and B have been complied with.

A. Site characterisation
An investigation and risk assessment in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced and submitted in electronic format. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include: - i. a survey of the extent, scale and nature of contamination; ii. an assessment of the potential risks to: - human health; - property (existing or proposed), including buildings, crops, livestock, pets, woodland and service lines and pipes: - adjoining land; - groundwaters and surface waters: - ecological systems; - archaeological sites and ancient monuments. iii. An appraisal of remedial options and proposal of the preferred option(s). This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of land Contamination, CLR 11'.

B. Submission of Remediation Scheme
A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works, site management procedures and proposals for how the remediation works will be verified once completed. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

25. Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation shall not commence until sections A and C have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing, until condition B has complied with in relation to that contamination.

A. Implementation and Validation of Approved Remediation Scheme
The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that development required to carry out
remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works. Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

B. Reporting of Unexpected Contamination
In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with DEFRA and the Environment Agency’s ‘Model Procedures for the Management of land Contamination, CLR 11’, and where remediation is necessary a remediation scheme must be prepared which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with section A.

C. Importation of soil to site
In the event it is proposed to import soil onto site in connection with the development or remediation the proposed soil shall be sampled at source and analysed in a UKAS accredited laboratory. The results of the analysis, and an interpretation, shall be submitted to the Local Planning Authority for consideration prior to importation. Imported topsoil shall comply with British Standard 3882:2007 - Specification for topsoil and requirements for use. Only the soil approved in writing by the Local Planning Authority shall be used on site.

26. a) Before submission of a reserved matters application with details of layout, a programme of archaeological field evaluation and subsequent reporting shall be carried out in line with an archaeological Written Scheme of Investigation to be submitted to and approved in writing by the Local Planning Authority.

b) No development shall take place until a Written Scheme of Investigation for archaeological work has been submitted to and approved by the Local Planning Authority in writing, and until and pre-start element of the approved scheme has been completed to the written satisfaction of the Local Planning Authority. The scheme shall include an assessment of significance and research questions; and
   1. The programme and methodology of site investigation and recording
   2. The programme for post investigation assessment
   3. Provision to be made for analysis of the site investigation and recording
   4. Provision to be made for publication and dissemination of the analysis and records of the site investigation.
   5. Provision to be made for archive deposition of the analysis and records of the site investigation.
   6. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

c) No development shall take place other than in accordance with the archaeological Written Schemes of Investigation approved under conditions (a) and (b).
d) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the archaeological Written Schemes of Investigation approved under conditions (a) and (b), and until the provision to be made for analysis, publication and dissemination of results and archive deposition has been secured.

27. Prior to the commencement of any works which may affect great crested newts and/or their habitat, a detailed mitigation and monitoring strategy, including the need to obtain a NE EPS licence, should be submitted to and approved in writing by the Local Planning Authority. All works should then proceed in accordance with the approved strategy with any amendments agreed in writing.

28. Prior to construction works commencing on site details of measures to safeguard badgers on site during the construction process shall be submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

29. A landscape and Ecological Management Plan (LEMP) for all retained and created habitats on the site including the wildlife area shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development. The Plan should include details of how the habitats will be enhanced and managed and how management will be implemented and funded.

30. No removal of hedgerows, trees or shrubs or demolition of structures that may be used by breeding birds shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful detailed check of the vegetation and the structure for active birds’ nests immediately before the vegetation and structure are cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the Local Planning Authority.

31. The reserved matters submission shall include a detailed breakdown of the commercial and industrial floorspace to be provided on site by use class.

32. The laying out of the roads shall incorporate measures to facilitate the delivery of broadband and details of which shall be submitted to and agreed to in writing prior to the consideration of the roadways.

33. Details of the internal road layout shall incorporate a footpath / cycleway link between Blenheim Road and Ladyhole Lane.

34. No development shall take place until a surface water drainage scheme for each phase of development on the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage scheme should demonstrate the surface water run-off generated by all rainfall events up to the 100 year plus 30% for residential, 20% for commercial (for climate change) critical rain storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

The scheme shall include:

- Surface water drainage systems to be designed in accordance with the submitted Flood Risk Assessment (FRA) V2.0 dated January 2014 Appendix D, and either the National SUDs Standards, or CI RIA C697 and C687, whichever are in force when the detailed design of the surface water drainage system is undertaken.
- Limiting the discharge rate for run-off generated by all rainfall events up to the 100 year plus 30% for residential 20% for commercial (for climate change) critical rain storm so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off-site.
- Provision of surface water run-off attenuation storage to accommodate the difference between the allowable discharge rate/s and all rainfall events up to the 100 year plus 30% for residential 20% for commercial (for climate change) critical rain storm.
- Detailed design (plans, cross, long sections and calculations) in support of any surface water drainage scheme, including details on any attenuation system, and the outfall arrangements.

- Details of how the on-site surface water drainage systems shall be maintained and managed after completion and for the lifetime of the development, to ensure long term operation to design parameters.

35. This permission relates solely to the application as amended by the revised plan(s) received by the Local Planning Authority on the 27th February 2017 numbered 905-001 Revision D.

Reasons

1. This is a statutory period which is specified in Section 91 of the Town and Country Planning Act 1990.
2. The application was made for outline planning permission and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 and Article 4(1) of the Town and Country Planning (Development Management Procedure) Order 2010.
3. In the interests of highway safety.
4. In the interests of highway safety.
5. In the interests of highway safety.
6. In the interests of highway safety.
7. In the interests of highway safety.
8. In the interests of highway safety.
9. In the interests of highway safety.
10. In the interests of highway safety.
11. In the interests of highway safety.
12. In the interests of highway safety.
13. In the interests of highway safety.
15. In the interests of highway safety.
16. In the interests of highway safety.
17. In the interests of highway safety.
18. In the interests of highway safety.
19. In the interests of highway safety.
20. In the interests of highway safety.
21. To ensure appropriate provision of affordable housing.
22. To ensure adequate provision for children's play and adult recreation.
23. To safeguard the amenity of future residents of dwellings proposed by the development.
24. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
25. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

26. To ensure any archaeological interest is safeguarded in accordance with Policy NBE24 of the Derbyshire Dales Local Plan.

27. To safeguard this protected species in accordance with Policy NBE5 of the Derbyshire Dales Local Plan.

28. To safeguard this protected species in accordance with Policy NBE5 of the Derbyshire Dales Local Plan.

29. To protect and promote biodiversity.

30. To ensure breeding birds are protected from harm.

31. For the avoidance of doubt and to ensure the delivery of an appropriate use and balance uses on this site.

32. To facilitate the delivery of broadband in the interests economic development.

33. To promote walking and cycling.

34. To prevent the increased risk of flooding, both on and off site.

35. For the avoidance of doubt.

Signed: ........................................

Jon Bradbury – Development Manager

NOTES TO APPLICANT

Footnotes:

1. Pursuant to Section 38 and the Advance Payments Code of the Highways Act 1980, the proposed new estate roads should be laid out and constructed to adoptable standards and financially secured. Advice regarding the technical, financial, legal and administrative processes involved in achieving adoption of new residential roads may be obtained from the Strategic Director of the Economy, Transport and Environment Department at County Hall, Matlock (telephone: 01629 538578). The applicant is advised to allow approximately 16 weeks in any programme of works to obtain a Section 38 Agreement.

2. Pursuant 149 and 151 of the Highways Act 1980 the applicant must take all necessary steps to ensure that mud or other extraneous material is not carried out of the site and deposited on the public highway. Should such deposits occur, it is the applicant’s responsibility to ensure that all reasonable steps (e.g. street sweeping) are taken to maintain the roads in the vicinity of the site to a satisfactory level of cleanliness.

3. Pursuant to Section 163 of the Highways Act 1980, where the site curtilage slopes down towards the public highway / new estate street measures shall be taken to ensure that surface water run-off from within the site is not permitted to discharge across the footway margin. This immediately behind the back edge of the highway, discharging to a drain or soak-away within the site.
4. Pursuant to Section 184 of the Highways Act 1980 and Section 86(4) of the New Roads and Street Works Act 1991, at least 12 weeks prior notification should be given to the Economy, Transport and Environment Department of Derbyshire County Council before any works commence on the vehicular access within highway limits, please contact Joanne Mason on 01629 538612 for further information.

5. Pursuant to Sections 219/220 of the Highways Act 1980, relating to the Advance Payments Code, where development takes place fronting new estate streets the Highway Authority is obliged to serve notice on the developer, under the provisions of the Act, to financially secure the cost of bringing up the estate streets up to adoptable standards at some future date. This takes the form of a cash deposit equal to the calculated construction costs and may be held indefinitely. The developer normally discharges his obligations under this Act by producing a layout suitable for adoption and entering into an Agreement under Section 38 of the Highways Act 1980.

6. Pursuant to Section 278 of the Highways Act 1980 and the provisions of the Traffic management Act 2004, no works may commence within the limits of the public highway without the formal written Agreement of the County Council as Highway Authority. It must be ensured that public transport serves in the vicinity of the site are not adversely affected by the development works. Advice regarding the technical, legal, administrative and financial processes involved in Section 278 Agreements may be obtained from the Strategic Director of the Economy, Transport and Environment Department at County Hall, Matlock (telephone: 01629 538578). The applicant is advised to allow approximately 16 weeks in any programme of works to obtain a Section 278 Agreement.

7. Pursuant to Section 50 (Schedule 3) of the New Roads and Street Works Act 1991, before any excavation works are commenced within the limits of the public highway (including public Rights of Way), at least 6 weeks prior notification should be given to the Strategic Director of the Economy, Transport and Environment Department at County Hall, Matlock (telephone: 01629 533190 and ask for the New Roads and Street works Section).

8. Construction works are likely to require Traffic Management and advice regarding procedures should be sought from David Nicholson, Traffic Management - telephone 01629 538685.

9. The Highway Authority recommends that the first 5m of the proposed access driveway should not be surfaced with a loose material (i.e. unbound chippings or gravel etc.). In the event that loose material is transferred to the highway and is regarded as a hazard or nuisance to highway users the Authority reserves the right to take any necessary action against the householder.

10. Under the provisions of the New Roads and Street Works Act 1991 and the Traffic management Act 2004, all works that involve breaking up, resurfacing and / or reducing the width of the carriageway require a notice to be submitted to Derbyshire County Council. Works that involve road closures and / or are for a duration of more than 11 days require a three months' notice; developers' works will generally fall into this category. Developers and Utility companies (for associated services) should prepare programmes for all works that are required for the development, such that these can be approved through the coordination, noticing and licencing processes. This will require developers and Utility companies to work to agreed programmes and booked slots for each part of the works. Discussions should therefore take place with Derbyshire County
Council’s Highway Noticing Section, at County Hall, Matlock at the earliest stage possible.

11. Derbyshire County Council strongly promotes Sustainable Drainage Systems (SuDS) to be incorporated within the design of a drainage strategy, applying the SuDS management train. The applicant should also seek to promote betterment or meet green-field runoff rates taking into account the impacts of climate change. For more advice regarding the County Council’s requirements please contact flood.team@derbyshire.gov.uk

12. The application site is affected by a public Right of Way (Footpath numbers 21 & 35 Ashbourne on the Derbyshire Definitive Map). The routes must remain unobstructed on their legal alignment at all times and the safety of the public using them must not be prejudiced either during or after development works take place. Further advice can be obtained by calling 08456 058058 and asking for the Rights of Way Duty Officer. Please note that the granting of planning permission is not consent to divert or obstruct a public right of way. If it is necessary to temporarily obstruct a right of way to undertake development works then a temporary closure is obtainable from the County Council. Please contact 08456 058058 for further information and an application form. If a right of way is required to be permanently diverted then the Council that determines the planning application (The Planning Authority) has the necessary powers to make a diversion order. Any development insofar as it will permanently affect a public right of way must not commence until a diversion order (obtainable from the planning authority) has been confirmed. A temporary closure of the public right of way to facilitate public safety during the works may then be granted by the County Council.

13. Further advice regarding the preparation of Travel Plans may be obtained from the Strategic Director of Economy, Transport and Environment at County Hall, Matlock (tel: 01629 580000 and ask for the Sustainable Travel Team).

14. This planning permission shall be read in conjunction with the accompanying legal agreement under Section 106 of the Town and Country Planning Act 1990 dated 30th March 2017.

15. The Local Planning Authority have during the consideration of this application engaged in a positive and proactive dialogue with the applicant which has resulted in revised proposals which overcame initial problems with the application relating to the provision of affordable housing, protection of wildlife interests and securing archaeological investigation.

16. Documents:

Amended site plan 001 Rev D showing connection to the adopted section of Blenheim Road to the west and reduced site area received 27th February 2017.
Signal Controlled Junction Plan R6599PP E07 - dated 15th January 2014
Phase 1 Habitat and Protective Fauna Survey - received 5th February 2014
Transport Assessment - received 5th February 2014
Travel Plan - received 5th February 2014
Planning and Sustainability Statement - received 5th February 2014
Design Brief and Illustrative Masterplan - received 5th February 2014
Landscape and Visual Impact Assessment - received 5th February 2014
Odour and Bio Aerosols Assessment - received 5th February 2014
Noise Assessment - received 5th February 2014
ATTENTION IS CALLED TO THE ATTACHED NOTES

DERBYSHIRE DALES BUILDING CONTROL SERVICES

Building Regulation approval may be required for the works that are proposed under the terms of this decision notice. Derbyshire Dales Building Control Service is able to provide a comprehensive, efficient and effective service at competitive cost to individuals involved in development schemes of all types and sizes, including plan checking and site inspection services. For further information of the range of services that are available, please contact the Senior Building Control Surveyor on 01629 761321 or alternatively visit www.derbyshiredales.gov.uk/buildingcontrol
Dated 30th March 2017

(1) Derbyshire Dales District Council
(2) Derbyshire County Council
(3) Mr Frederick William Harrison

Planning Obligation Deed
Under section 106 of the Town and Country Planning Act 1990 (as amended) relating to land at Ashbourne Airfield, Ashbourne

Pinsest Masons
THIS AGREEMENT is made on 30th March 2017

BETWEEN:

(1) DERBYSHIRE DALES DISTRICT COUNCIL of Town Hall Bank Road Matlock Derbyshire DE4 3NN ("Council");

(2) DERBYSHIRE COUNTY COUNCIL of County Hall Matlock Derbyshire DE4 3AG ("County Council"); and

(3) MR FREDERICK WILLIAM HARRISON of Holme Farm, Green Lane, Clifton, Ashbourne, Derbyshire, DE6 2BL (the "Owner").

WHEREAS:

(A) The Council is the local planning authority for the purposes of Section 106 of the Act for the area in which the Site is situated.

(B) The County Council is the local education authority and the highways authority for the area in which the Site is situated.

(C) The Owner is the freehold owner of the Site shown edged red on Plan 1 and forming part of the land registered at the Land Registry under Title Numbers DY217513 and DY274093.

(D) FW Harrison Commercials Ltd submitted the Application to the Council on behalf of the Owner for the Development of the Site.

(E) On 14 October 2014 the Council resolved to approve the Application subject to the completion of this Deed and on 14 March 2017 the Council further resolved to approve an amendment to the Application which had the effect of reducing the red line application boundary to that area which is described as the Site in this Deed.

1. DEFINITIONS

1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the precise meaning set out below:

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

"Affordable Housing Unit" means either a Rental Unit or an Intermediate Housing Unit

"Affordable Housing" means thirty nine (39) Affordable Housing Units to be provided for Affordable Housing Purposes pursuant to the Affordable Housing Scheme and the provisions of Schedule 4 which are compliant with the Homes and Communities Agency’s Housing Quality Indicators

"Affordable Housing Purposes" means the provision of housing to eligible households whose needs are not met by the private sector market and which meets the definition of "Affordable Housing" contained within Annex 2 of the National Planning Policy Framework in the administrative area of the Council

"Affordable Housing Scheme" means the scheme to be submitted to and approved by the Council for the delivery of the
Affordable Housing which comprises the matters set out in paragraph 3 of Schedule 4

"Annual Performance Report" means the annual report to be submitted to the County Council indicating how the Travel Plan(s) have been performing and if appropriate the proposals and/or remedies to improve performance of the Travel Plan(s) to meet the agreed objectives and targets described in the Travel Plan Framework and/or the Travel Plan(s)

"Application" means an outline application in respect of the Site for Residential Development (367 Dwellings) Employment Site, Commercial And Community Facilities, Link Road, Access and Landscaping as amended by the revised site plan received on 27 February 2017 and registered by the Council with reference number 14/00074/OUT

"Approved Travel Plan" means the Travel Plan(s) approved by the County Council pursuant to this Deed

"Bus Service" means an addition to the existing bus service in the vicinity of the Site or a new or additional bus service to serve the Development along the route shown by a dotted blue line on Figure 4-2 of the Travel Plan Framework.

"Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than for the purposes of this Deed and for no other purpose operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, any works of construction relating to the access to the Development and the construction of any estate roads which are intended to serve the employment land within the Development (and Commence Development and Commenced and Commenced Development shall be construed accordingly)

"Development" means the development of the Site for the purposes described in the Application and to be carried out pursuant to the Planning Permission

"Dwelling" means any residential dwelling erected on the Site

"Highway Contribution" means a maximum contribution of two hundred and forty three thousand pounds (£243,000) to be used solely for the Highway Improvements
"Highway Improvements" means improvements to the Sturston Road/Derby Road junction in accordance with a scheme designed by the County Council.

"Homes and Communities Agency" means the Homes and Communities Agency (as formed by Part 1 of the Homes and Regeneration Act 2008) or any successor in function.

"Intermediate Housing Unit(s)" means housing for Affordable Housing Purposes at prices and rents above those of the Rental Units but below market price or rents. These can include shared equity products (eg shared ownership housing) other low cost homes for sale or intermediate rent but does not include affordable rent as defined in Annex 2 of the National Planning Policy Framework (as may be amended from time to time).

"Managed Land" means that part of the Site comprising c. 16 hectares which is shown for identification purposes coloured yellow on Plan 2.

"Management Regime" means the management regime adapted from the Natural England Agricultural Guidelines for managing farmland for lapwings and skylarks which is appended to this Deed at Appendix 1.

"Occupation" means the first occupation of a Dwelling or part thereof for any use for which the Dwelling or part thereof was designed other than occupation for the purpose of construction, decoration, fitting out, security marketing or repair (and Occupy shall be construed accordingly).

"Open Market Dwelling" means a Dwelling to be erected on the Site constructed pursuant to the Planning Permission other than an Affordable Housing Unit.

"Plan 1" means the plan annexed to this Deed and marked "Plan 1".

"Plan 2" means the plan annexed to this Deed and marked "Plan 2".

"Planning Permission" means the planning permission to be granted pursuant to the Application.

"Post Sixteen Contribution" means the sum of four hundred and nine thousand eight hundred and thirteen pounds and eighty pence (£409,813.80) to be used solely for the Post Sixteen Purpose.

"Post Sixteen Purpose" means use of the Post Sixteen Contribution towards the provision of twenty two post sixteen education places at Queen Elizabeth’s Grammar School Ashbourne arising as a result.
"Primary School Contribution" means the sum of eight hundred and thirty two thousand one hundred and twenty seven pounds and seventy three pence (£832,127.73) to be used solely for the Primary School Purpose.

"Primary School Purpose" means use of the Primary School Contribution towards the provision of seventy three primary school places at Osmaaston CE (Controlled) Primary School arising as a result of the Development.

"Qualifying Person" means in the case of a Rental Unit or an Intermediate Housing Unit, means a person registered on the Housing Register of Derbyshire Dales District Council.

"Registered Provider" means a body currently registered by the former Housing Corporation under Part 1 of the Housing Act 1996 or a Registered Provider of Social Housing.

"Rental Unit(s)" means a home offered for rent subject to (a) rent controls that require a rent of no more than 80% of the local market rent (including service charges where applicable) or (b) rent controls that require a rent which is a guideline target rent as determined through the national rent regime.

"Secondary School Contribution" means the sum of nine hundred and forty four thousand six hundred and eighty nine pounds and thirty five pence (£944,689.35) to be used solely for the Secondary School Purpose.

"Secondary School Purpose" means use of the Secondary School Contribution towards the provision of fifty five secondary school places at Queen Elizabeth's Grammar School Ashbourne arising as a result of the Development.

"Site" means the site against which this Deed may be enforced as shown edged red on Plan 1.

"Travel Plan" means the Travel Plan(s) to be submitted to and approved in writing by the County Council pursuant to the Travel Plan Framework SAVE THAT the Figures 1.1, 2.1, 2.2, 4.1 and 4.2 showing the extent of the Site that form part of the Travel Plan Framework shall be deemed to instead show the extent of the Site as shown edged red on Plan 1 appended to this Deed and Figure 4.1 shows an outdated version of the masterplan.

"Travel Plan Co-ordinator" means the person appointed by Owner who shall be responsible for securing the implementation of the Approved Travel Plan and
the day-to-day management of the steps identified in the Approved Travel Plan as being required to be taken

"Travel Plan Framework" means the Travel Plan Framework appended to this Deed at Appendix 2

"Travel Plan Monitoring Contribution" means the sum of twelve thousand five hundred pounds (£12,500) to be used solely for the purpose of monitoring approving and reviewing the Approved Travel Plan and Annual Performance Report

"Working Day" means a day other than a Saturday or Sunday or public holiday in England and "Working Days" shall be construed accordingly

1.2 Interpretation

1.2.1 the expression the Owner shall include their successors in title and assigns;

1.2.2 the expressions Council and County Council shall include any successor in function;

1.2.3 where appropriate the singular includes the plural and vice versa;

1.2.4 words importing one gender include all other genders;

1.2.5 unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to the clauses schedules and paragraphs of schedules contained within this Deed;

1.2.6 references to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted;

1.2.7 the obligations herein relate to the Site and each and every part thereof;

1.2.8 where a party includes more than one person, any obligations of that party will be joint and several.

2. ENABLING POWERS

2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers enabling which may be relevant for the purpose of giving validity to this Deed.

2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and County Council in the case of covenants made with them as local planning authorities against the Owner subject to the terms and conditions of this Deed.

3. CONDITIONS PRECEDENT

3.1 This Deed is conditional and shall only have effect upon:

3.1.1 the grant of Planning Permission; and

3.1.2 the Commencement of the Development

save for the provisions of this clause 3 and clauses 6 (Resolution of Disputes), 7 (Notices), 8 (Registration of the Deed), 12 (Jurisdiction), 15 (Application of Deed), 16 (Contracts (Rights of
Third Parties) Act 1999) and 17 (Legal Costs) which shall come into effect immediately upon completion of this Deed.

3.2 For the avoidance of doubt this Deed is entered into on the understanding that in the event of the Planning Permission being quashed as a result of any legal proceedings or pursuant to Section 97 of the Act or if the Planning Permission expires before the Commencement of Development or for any other reason then this Deed shall absolutely determine and shall become null and void.

3.3 If any provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

4. COVENANTS

4.1 The Owner covenants to perform fully and observe the covenants set out in Schedule 1, Schedule 2, Schedule 3 and Schedule 4.

4.2 The Council covenants to perform fully and observe the covenants set out in Schedule 5.

4.3 The County Council covenants to perform fully and observe the covenants set out in Schedule 6.

5. LIABILITY FOR THE COVENANTS HEREIN

5.1 Notwithstanding the provisions of clause 1.2.8 the covenants and obligations on the part of the Owner herein:

5.1.1 shall only bind the Owner in respect of such part or parts of the Site vested in the Owner and the Owner shall not be liable for the breach of any covenant or obligation by any other party;

5.1.2 shall not be such as to render the Owner liable for any breach which may occur in relation to the Site after it shall have parted with its freehold or leasehold estate therein save and unless such breach occurred during their ownership of the Site. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause;

5.1.3 shall not be enforceable against any party where Commencement of Development has not taken place on the part of the Site in their ownership and/or where any breach occurs on part of the Site not in their ownership.

5.2 The covenants contained in this Deed shall not be enforceable against:

5.2.1 individual purchasers or lessees of Dwellings on the Site constructed pursuant to the Planning Permission;

5.2.2 utility companies in relation to any parts of the Site acquired by them for electricity substations gas governor stations or pumping stations or any of the operational functions of such companies or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant;

5.2.3 any Registered Provider who acquires any of the Affordable Housing Units save for the obligations in Schedule 4;

5.2.4 any mortgagees chargees receivers or successors in title to such mortgagees, chargees or receivers to the persons listed in this clause.

6. RESOLUTION OF DISPUTES

6.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed such dispute or difference shall be referred to an
independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

6.2 In the absence of agreement between the parties to the dispute or difference as to the suitability of the person to be appointed pursuant to clause 6.1 or as to the appropriateness of the professional body then such question may be referred by any party to a Solicitor appointed by or on behalf of the President for the time being of the Law Society of England Wales and such Solicitor shall act as an expert and his decision as to the professional qualifications of such person or appropriateness of the professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

7. NOTICES

7.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by prepaid first class post or recorded delivery post.

7.2 The address for service of any such notice consent or approval as aforesaid shall be on all of the parties at the addresses aforesaid or such other address for service as shall have been previously notified in writing by the parties to all the other parties to this Deed.

7.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:

7.3.1 if personally delivered: at the time of delivery;

7.3.2 if sent by prepaid first class post: at the expiration of 2 Working Days after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom; and

7.3.3 if sent by recorded delivery post: at the time delivery was signed for

7.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or recorded delivery envelope (if appropriate).

7.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

8. REGISTRATION OF THE DEED

This Deed shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Council and the Council shall immediately after the date of this Deed register it as such.

9. WAIVER

No waiver (whether expressed or implied) by any party to this Deed of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any party to this Deed from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
10. APPROVALS

Where any agreement approval consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed such agreement approval consent or expression of satisfaction shall be given on behalf of the Council by the Head of Corporate Services and on behalf of the County Council by the Strategic Director Children’s Services in respect of education issues and the Strategic Director Economy Transport and Communities in respect of the Highway Improvements and Travel Plan and in all cases shall not be unreasonably withheld or delayed.

11. INTEREST

If any payment due to the Council or the County Council under this Deed is paid late interest will be payable from the date payment is due to the date of payment at the rate of 2% above the Bank of England base lending rate prevailing at the time.

12. JURISDICTION

This Deed is governed by and shall be interpreted in accordance with the law of England.

13. VARIATION OF DEED

No variation or amendment to this Deed (other than any variation to the Planning Permission which is approved pursuant to a planning permission granted by the Council or on appeal) shall be valid unless in writing and signed as a Deed by or on behalf of all the parties referred to in this Deed save where such party no longer has any interest in the Site which is the subject of the variation in which case the variation shall be signed by the owner for the time being of the Site but not any purchaser of an individual dwelling nor by any statutory undertaker who acquires an interest in the Site for operational purposes.

14. CERTIFICATE OF SATISFACTION

Any party to this Deed may make application to the Council or the County Council for written confirmation to the effect that any of the provisions of this Deed have been completed and/or satisfied.

15. APPLICATION OF DEED

15.1 If the Council or the County Council agree following an application under section 73 of the Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission without further action save where the Council in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to S106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

15.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission referred to herein).

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

17. LEGAL COSTS

The Owner shall pay the reasonable and proper legal expenses and costs of the Council and the County Council associated with the preparation and completion of this Deed and its registration as a local land charge by the Council.
EXECUTED as a DEED by the parties or their duly authorised representatives on the date of this Deed.
SCHEDULE 1

CONTRIBUTIONS

1. To pay the Primary School Contribution, the Secondary School Contribution and the Post Sixteen Contribution to the County Council in the following instalments:-

1.1 one quarter of each of the Primary School Contribution, the Secondary School Contribution and the Post Sixteen Contribution shall be paid to the County Council prior to the Occupation of the first Dwelling;

1.2 one quarter of each of the Primary School Contribution, the Secondary School Contribution and the Post Sixteen Contribution shall be paid to the County Council prior to the Occupation of twenty five per cent of the Dwellings on the Site

1.3 one quarter of each of the Primary School Contribution, the Secondary School Contribution and the Post Sixteen Contribution shall be paid to the County Council prior to the Occupation of fifty per cent of the Dwellings on the Site.

1.4 one quarter of each of the Primary School Contribution, the Secondary School Contribution and the Post Sixteen Contribution shall be paid to the County Council prior to the Occupation of seventy five per cent of the Dwellings on the Site

2. To pay the Highway Contribution to the County Council prior to the earlier of the Occupation of the eightieth Dwelling or the date which is two years and six months from the date of Occupation of the first Dwelling.

3. To pay the Travel Plan Monitoring Contribution to the County Council prior to the Occupation of the first Dwelling.

4. The Owner covenants with the Council and the County Council not to allow or permit the Occupation of more than the number of Dwellings specified in each of paragraphs 1, 2 and 3 of this schedule until the relevant contribution or instalment has been paid to the County Council.
PART 1
TRAVEL PLAN

1. Not to Commence the construction of any Dwelling without having first appointed and funded a suitably qualified Travel Plan Co-ordinator(s) with the responsibilities and duties set out in the Travel Plan Framework and Approved Travel Plan(s).

2. To ensure that the Travel Plan Co-ordinator(s) is identified to the County Council within seven days following their appointment and that any changes in this appointment or responsibilities are notified to the County Council.

3. Not to Occupy any Dwelling without having first submitted to and obtained the approval of the County Council in writing of a Travel Plan in relation to that part of the Development in accordance with the Travel Plan Framework.

4. In the event that the County Council declines to approve any Travel Plan, to submit a revised Travel Plan to the County Council within a further period of one month from receipt by the Owner of the County Council’s notification of the Travel Plan not being acceptable and the revised Travel Plan shall address the County Council’s reasons for refusal. This process shall be repeated as often as necessary until the Travel Plan is approved in writing by the County Council.

5. To implement the Travel Plan Framework and each Approved Travel Plan in accordance with the programme of implementation set out in the Travel Plan Framework and each Approved Travel Plan.

6. Following the appointment of the Travel Plan Co-ordinator to produce and submit to the County Council an Annual Performance Report (which shall include, as appropriate, the proposals and/or remedies required as set out in the Travel Plan Framework to improve the performance of the Travel Plan(s)) for approval in writing in respect of all or each part of the Development in accordance with the Travel Plan Framework. In the event that an Annual Performance Report is submitted which does not in the opinion of the County Council achieve the objectives and/or targets of the Travel Plan Framework to submit proposals and/or remedies in accordance with the Travel Plan Framework to the County Council for its approval in writing. The process shall be repeated as often as necessary until such revised proposals and/or remedies are approved by the County Council.

7. Following the appointment of the Travel Plan Co-ordinator to implement each Approved Travel Plan and any modifications arising from the Annual Performance Report approved in writing by the County Council.

8. To submit a copy of any modified Approved Travel Plan(s) (following the Annual Performance Report or otherwise) approved by the County Council to the Council.
PART 2

BUS SERVICE

1. Prior to the Occupation of any Dwelling of the Development to submit to the County Council for approval a scheme for the provision of the Bus Service which shall include details of:-

1.1 the route of the Bus Service,

1.2 the frequency of the Bus Service; and

1.3 the operator who will provide the Bus Service.

2. In so far as it is necessary for a financial subsidy to be provided to the operator to enable the Bus Service to be provided for a period of five years then the Owner shall make all due payments to the operator subject to a maximum total contribution of £250,000 PROVIDED ALWAYS that where any payment of the financial subsidy is required such payment shall be apportioned on an annualised basis and shall be paid on such terms over the identified five year period.
SCHEDULE 3

COMPENSATORY LAND MANAGEMENT FOR LAPWINGS

1. To manage the Managed Land in accordance with the Management Regime until the Managed Land is required for the Development as provided for in paragraph 2 below.

2. The obligation to manage the Managed Land shall not prevent the release of part(s) of the Managed Land for the Development provided that at least 16 hectares shall continue to be subject to the Management Regime and shall not be released for the Development until the Owner has notified the Council in writing:
   2.1 that all of the Managed Land is required for the Development and specifying the date on which the Management Regime will cease; and
   2.2 has provided details of alternative land to be managed by the Owner in accordance with the Management Regime which shall comprise not less than 16 hectares situated within 5km of the Site and specifying the date on which the Management Regime of that alternative land shall start.

3. To manage the alternative land referred to in paragraph 2.2 above (or such other land as the Owner may determine from time to time provided that such other land shall comprise at least 16 hectares of land situated within 5km of the Site) for a period of 10 years from the start date specified pursuant to paragraph 2.2 above in accordance with the Management Regime.

4. At the end of the 10 year period, the Owner shall manage at least 5 hectares of land situated within 5km of the Site (details of which shall be notified to the Council in writing) in accordance with the Management Regime for a further 5 years unless the Owner elects to make the payment in paragraph 5 below in which case this obligation shall be of no effect.

5. As an alternative to the obligation in paragraph 4 above, the Owner may elect to make a payment of eighteen thousand pounds (£18,000) to such body as may be directed by the Council as a contribution to the creation/management of habitat for lapwing/skylark within the Derbyshire Dales/Peak District subject to the conditions that:
   5.1 such contribution is to be used solely for the purposes specified in 5 and
   5.2 if any part of the contribution remains unspent five years from the date on which the contribution was paid the unexpended balance shall be repaid to the Owner.
SCHEDULE 4

AFFORDABLE HOUSING

1. Prior to the Occupation of any Dwellings to submit to the Council for approval the Affordable Housing Scheme.

1.1 The Affordable Housing Scheme shall comprise the following mix of Affordable Housing Units (unless otherwise agreed by the Council or save as provided in paragraph 2.2 below):

Intermediate Housing Units
- three 2 bed terraced Dwellings 79m2
- three 2 bed semi-detached Dwellings 79m2
- two 3 bed semi-detached Dwellings 93m2

Rental Units
- eight 1 bed flats 50m2
- six 2 bed flats 70m2
- four 2 bed bungalows 70m2 and built to the life time homes standard
- six 1 bed terraced Dwellings 58m2
- three 2 bed terraced Dwellings 79m2
- two 2 bed semi-detached Dwellings 79m2
- two 3 bed semi-detached Dwellings 93m2

2. If the residential element of the Development is to be constructed in phases the Affordable Housing Scheme shall set out the proposals for the delivery of the Affordable Housing for each phase which shall be calculated on a pro rata basis having regard to the number of Dwellings in each phase unless the Owner and the Council agree otherwise.

2.1 The Affordable Housing Scheme shall specify:

2.1.1 the proposed location and mix of the Affordable Housing Units within the Site (or each phase);

2.1.2 the timetable for the delivery of the Affordable Housing Units as part of the Development which shall specify the number of Open Market Dwellings which may be occupied on the Site (or each phase) before the Affordable Housing Units for the Site (or that phase) have been provided.

2.2 The Owner and the Council agree that in the event that the Owner is unable to dispose of the Affordable Housing Units for the Site (or each phase) to a Registered Provider despite using reasonable endeavours to do so then the Owner shall be entitled to dispose of those Affordable Housing Units as Open Market Dwellings free of the restrictions set out in this Deed SUBJECT TO the Owner and the Council having first agreed in writing the quantum and timing for payment of a financial contribution to the Council to be used towards the provision of housing for Affordable Housing Purposes elsewhere in the District (the "Fall Back Scheme").

3. To construct and complete the Affordable Housing together with all necessary services connections and infrastructure in accordance with the approved Affordable Housing Scheme (and in particular
the timetable specified in the approved Affordable Housing Scheme) save where Intermediate Housing Units involve disposal of a freehold or leasehold interest to an owner-occupier such as in the case of shared ownership tenure or other affordable home ownership tenures.

4. Not to permit the Occupation of more than eighty per cent (80%) of the number of Open Market Dwellings for the Site (or each phase) until the completed Affordable Housing for the Site (or that phase) has been disposed of to a Registered Provider in accordance with this Schedule or (if applicable) the Fall Back Scheme has been agreed.

5. To give notice in writing to the Council of:

5.1 exchange of contracts between the Owner and a Registered Provider for the disposal of any of the Affordable Housing Units to that Registered Provider; and

5.2 completion of the disposal of the Affordable Housing to the Registered Provider.

6. That any disposal of the Affordable Housing in accordance with paragraph 5 shall be:

6.1 with full title guarantee;

6.2 with vacant possession;

6.3 free of encumbrance other than existing at the time of the disposition (save for any financial charges or the transfer of statutory apparatus by the Owner to any statutory undertaker);

6.4 subject to a covenant by the Owner to provide a vehicular access, foul and surface water sewers, water, gas, electricity and telecommunications service systems, and all other services reasonably necessary for the occupation of each of the Affordable Housing Units, 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 to connect ultimately to the highways and sewers maintainable at the public expense;

6.5 subject to grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units; and

6.6 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development.

7. Not to transfer mortgage or otherwise dispose of the Intermediate Housing Units and Rental Units and any land occupied therewith or any part of it other by way of sale of the freehold or the grant of a long lease to a Registered Provider approved by the Council save where paragraph 2.2 of this schedule applies.

8. To procure that:

8.1 all Rental Units and the Intermediate Housing Units are allocated to Qualifying Persons in accordance with the allocations scheme operated by the Registered Provider;

8.2 any Registered Provider at all times manages the Rental Units and the Intermediate Housing Units strictly in accordance with their own internal rules together with any rules or regulatory practices set down by the Homes and Communities Agency;

8.3 the Intermediate Housing Units shall only be Occupied by a Qualifying Person provided that in the event that:

8.3.1 no Qualifying Person can be identified within two months of an Intermediate Housing Unit becoming available; or
8.3.2 an Intermediate Housing Unit is allocated to a Qualifying Person who does not complete the purchase of the Intermediate Housing Unit within three months of the date of the allocation being made

then such unit may be allocated as an Intermediate Housing Unit to any person identified by the Registered Provider as being in housing need;

8.4 the Rental Units shall only be Occupied by a Qualifying Person provided that in the event that:

8.4.1 no Qualifying Person can be identified within two weeks of a Rental Unit becoming available; or

8.4.2 an Rental Unit is allocated to a Qualifying Person who does not complete the tenancy agreement and occupy the Rental Unit within three months of the date of the allocation being made (or such other period as the Council may agree writing)

then such unit may be allocated as a Rental Unit to any person identified by the Registered Provider as being in housing need.

9. The covenants and restrictions contained in paragraphs 7 and 8 shall not bind:

9.1 mortgagees chargees receivers or successors in title to such mortgagees chargees or receivers of the Registered Provider; and

9.2 any Affordable Housing Unit acquired from parties referred to in sub-paragraph 9.1 above.
SCHEDULE 5
COVENANTS BY THE COUNCIL TO THE OWNER

1. That upon the receipt of a written request from the Owner or whoever shall have paid the monies to repay to whoever shall have paid the monies such amount of any payment made to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within five years of the date of receipt by the Council of such payment together with any interest that has accrued thereon in the period from the date of receipt to the date of repayment.

1.1 For the avoidance of doubt, for the purposes of paragraph 1 of this schedule, contributions/monies shall be deemed to have been committed if the Council has entered into any contract the performance or fulfilment of which will require the Council to expend funds in the future.

2. To provide to the Owner such evidence as the Owner shall reasonably require confirming the expenditure of the sums paid under this Deed for the purposes herein specified.

3. Following the performance and satisfaction of all the obligations contained in this Deed to forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
SCHEDULE 6
COVENANTS BY THE COUNTY COUNCIL TO THE OWNER

PART 1

CONTRIBUTIONS

1. To use the Primary School Contribution, the Secondary School Contribution and the Post Sixteen Contribution solely for the purposes specified in this Agreement and for no other purpose.

2. To use the Travel Plan Monitoring Contribution solely for the purposes of reviewing and monitoring the Travel Plan and for no other purpose.

3. To use the Highway Contribution solely for the Highway Improvements and for no other purpose save as provided for in paragraph 5 below.

4. To provide the Owner with details of the proposed Highway Improvements to be carried out by the County Council including the costs of carrying out those works.

5. If the County Council acting reasonably considers that the Highway Improvements are not realistically achievable then the County Council shall be entitled to use the Highway Contribution to carry out improvements to other junctions on the highway network in the vicinity of the Derby Road/Sturston Road Junction and for no other purpose provided that:-

5.1 such improvements have the effect of improving the performance of the Derby Road/Sturston Road Junction in order to mitigate the impact of the Development; and

5.2 the carrying out of such improvements meets the tests set out in regulation 122(1) of the Community Infrastructure Levy Regulations 2010 (as amended).

6. Before the County Council can use the Highway Contribution pursuant to paragraph 5 above it shall provide to the Owner for their approval (such approval not to be unreasonably withheld or delayed) written details of the proposed improvements, their cost, the justification for those improvements and written evidence to demonstrate the proposed improvements satisfy the requirements of paragraph 5.1 and 5.2 above.

7. If the Highway Improvements (or the works pursuant to paragraph 5) cost less than the maximum Highway Contribution to repay the surplus to the Owner or the person who paid the Highway Contribution.

8. The County Council shall use reasonable endeavours to secure contributions to the Highway Improvements (or the works pursuant to paragraph 5) from other developments coming forward in the Ashbourne area within five years of the Commencement of the Development which the County Council considers will have an impact on the Sturston Road/Derby Road junction.

9. If the County Council receives any alternative funding from any source or any contributions pursuant to paragraph 8 above towards the cost of the Highway Improvements (or the works pursuant to paragraph 5) then the County Council shall notify the Owner in writing of the amount of funding/contributions received and whether or not taking into account such funding/contributions and the cost of the Highway Improvements (or the works pursuant to paragraph 5) the County Council considers that a lower contribution than the maximum Highway Contribution should be paid by the Owner (the "Revised Contribution").

10. If the Owner does not agree the Revised Contribution within twenty one days then the County Council or the Owner may refer the Revised Contribution for determination in accordance with clause 14 of this Deed.

11. If the Revised Contribution is determined by agreement or pursuant to clause 14 to be lower than the maximum Highway Contribution then in the event that the Owner has already paid the
maximum Highway Contribution the County Council shall repay the difference between the maximum Highway Contribution and the Revised Contribution or if the maximum Highway Contribution has yet to be paid the County Council shall reduce the amount due accordingly.

12. Upon the receipt of a written request from the Owner or whoever shall have paid the respective contribution pursuant to this Deed to repay to whoever shall have paid the respective contribution such amount of any such contribution which has not been expended or committed in accordance with the provisions of this Deed within five years of the date of receipt by the County Council of the whole of such contribution together with any interest that has accrued thereon in the period from the date of receipt to the date of repayment.

13. For the avoidance of doubt, for the purposes of paragraph 12 of this schedule, contributions/moneys shall be deemed to have been committed if the County Council has entered into any contract the performance or fulfilment of which will require the County Council to expend funds in the future.

14. To provide to the Owner such written evidence as the Owner shall reasonably require confirming the expenditure of the contributions paid under this Deed for the purposes herein specified.
PART 2
TRAVEL PLAN

1. To undertake with the Travel Plan Co-ordinator(s) the on-going monitoring and review of any Approved Travel Plan in accordance with the requirements therein.

2. To provide support and advice to the Travel Plan Co-ordinator in implementing the Travel Plan Framework and/or the Approved Travel Plan(s).

3. To respond to the Owner’s Travel Plan(s) for all or each part of the Development and associated Annual Performance Reports within four weeks of receipt with either approval or in the event of the Travel Plan(s) and/or Annual Performance Report being unacceptable to the County Council the reasons (which shall be reasonable) why that is the case and to explain to the Owner why revised proposals and/or remedies will need to be submitted for approval in writing by the County Council in accordance with the Travel Plan Framework and/or the Approved Travel Plan(s).

4. To advise the Council of instances where the Owner has not complied with the Travel Plan Framework and/or Approved Travel Plan(s) and/or modified Travel Plan(s) (following Annual Performance Reports or otherwise) in order for the Council to consider whether enforcement proceedings are necessary.
APPENDIX 1

MANAGEMENT REGIME
Illustrated guide to managing farmland for lapwings

Lapwings belong to the plover group of wading birds and are also widely known as peewits. Although still found on farmland throughout England these distinctive birds have suffered from a major decline in recent decades and are now recognised as a species of high conservation concern. High concentrations still occur on lowland wet grasslands and ‘in-bye’ land in the uplands, but the bulk of the breeding population nests on arable/mixed farmland where spring-sown cereals and bare/sparsely-vegetated fallow fields are the preferred nesting habitats, especially where these are near to unimproved pastures. This guide illustrates suitable conditions for lapwing in lowland areas at three key times of year.

October onwards

Look out for lapwing

Look out for large flocks of lapwings feeding on open permanent grassland and large arable fields with open boundaries, especially where manure has been applied.

They often return to the same fields year after year. Golden plover often feed alongside lapwings. Earthworms form a major part of the winter diet of both species.

Lapwings may roost in large open arable fields or wet grassland.
Ideal grassland structure from October onwards
On wet grassland where lapwing have been known to breed it is vital to have a predominantly short sward in place over winter to encourage breeding in the following spring.

When you remove stock for the winter aim for the majority of the sward to be short with some bare patches for winter feeding and a few taller tussocks or clumps to give cover for the chicks next spring.

The sward structure is probably ideal if:
- There is little dead plant litter.
- Scattered bare ground covers up to 10% of the area.
- Short sward, less than 5 cm tall covers more than 70% of the area.
- Scattered clumps 10-15 cm, or occasional taller tussocks make up about 20% of the sward.

Bare ground
Scattered hoof marks created in autumn and winter make small gaps in the sward. Lapwings may nest and feed in these areas in following spring and summer.

Overwintered stubble
Overwintered stubble benefits several species which have declined in recent years (eg skylark, yellowhammers and tree sparrows). If converted to fallow, these areas may attract breeding lapwings in the spring.

Yellowhammers and tree sparrow feeding in winter stubble
Ideal overwintered stubble

Stubble field suitable for lapwing and other species

Cross section of over winter stubble

Weed-rich stubbles provide vital winter feeding habitats for seed-eating birds, many of which have declined greatly in recent decades, for example, skylark, yellowhammers, corn buntings and tree sparrows. Rather than drilling spring-sown crops across the whole field, ideal nesting conditions for lapwings can be created by providing a false seed-bed in blocks of 1-2 ha in the centres of large open fields. These fallow nesting plots are especially good when created in arable fields that are adjacent to permanent pasture that are not bounded by high hedges or woodland.

March

Look out for lapwings

Signs of lapwings looking to breed on your fields include their tumbling display flights and evocative calls (especially on clear moonlit nights). They may start laying from mid-March. Incubation lasts 25-32 days.

Wet areas

Shallow muddy water margins or damp areas of grassland are important feeding areas for lapwings and, later, their chicks.

Wet grassland too rank for lapwings

Grassland too rank for lapwing

Cross section of grassland that is too rank

Only very small areas of wet grassland should look like this as the sward is too tall for lapwings to see their prey, or approaching predators, easily.

The sward is too rank if:

- Most is taller than 5 cm over more than 60% of the area.
- Tussocks 30-40 cm tall cover more than 30% of the area.
- Bare ground covers less than 5% of the area.

If you need to roll or harrow, do so before mid-March to avoid damaging nests.

Brooding lapwing
Ideal grassland structure in March

Tumbling display flight over wet grassland with an ideal sward structure for breeding lapwing

The conditions are probably suitable where:

- There is a predominantly short sward of 3 cm or less over at least 80% of the area for feeding and nesting.
- There are occasional bare patches (up to 10%) for nesting.
- There is a scattering of small clumps or tussocks 10-15 cm tall on up to 20% of the area for chicks to hide in.
- Little dead plant litter.

Trampling damage

Many lapwing eggs and chicks are destroyed by stock trampling. You can minimise this by not grazing between mid-March and May or stocking at low densities until mid-May. Cattle are less of a threat to lapwing nests than sheep.

Lapwings and trees

Breeding lapwings suffer heavy losses in fields surrounded by trees, as predators such as crows use the trees as look-outs for locating eggs and chicks. Crows flying over breeding sites are driven off by lapwings.

Incubating birds need an all-round view of approaching predators.

Lapwing distraction display, a sign they are nesting
Fallow should be cultivated with tines or discs in as short a time as possible, between 1st and 20th of March to provide attractive ground for prospecting lapwings and avoid subsequent damage to nests.

Lapwing like very short or no vegetation. Bare ground on more than 90% of the area will probably not be too short for them to nest, although could cause other problems such as soil run-off. Once hatched they may move their chicks onto adjacent grassland to feed.

Areas of spring fallow greater than two hectares are most likely to be successful for breeding lapwings. Fallow areas also benefit other ground nesting birds such as skylark and annual arable plants such as poppies and corn marigold.

Only very small areas of wet grassland should be this rank as it is too tall for lapwing to be able to find food or see approaching predators.

**The sward is probably too rank if:**
- Most of the sward (more than 60%) is taller than 5 cm.
- Tussocks 30-40 cm cover more than 30% of the area.

**Wet areas**
Damp grassland and shallow muddy margins to water are rich in insect larvae and so are important feeding areas for lapwing chicks.
May and June

Look out for lapwing

Lapwings flying in an agitated state calling almost continuously is a sure sign that there is either a nest or a young chick nearby. Breeding lapwings often try to distract or drive away intruders, including cattle and people.

Most lapwing eggs will hatch by mid-May. Parents lead the chicks away from the nest to look for food, often taking them to areas of damp short grassland. The young can fly 35-40 days after hatching.

Ideal grassland structure in May and June

Aim for a predominantly short sward with bare patches for nesting and scattered tussocks or clumps for chicks to hide from predators.

The sward is probably ideal where:
- A short sward, less than 5 cm tall covers more than 70% of the field.
- Scattered clumps 10-15 cm (or occasional taller tussocks) make no more than 20% of the area.
- Scattered bare ground on up to 5%.
**Ideal spring fallow in May and June**

The fallow should be maintained until 31st July or later as lapwings will continue to use these areas for nesting and annual arable plants including poppies will flower and set seed. The amounts of bare ground and re-vegetated ground will vary from site to site.

Chicks feed on small insects and other invertebrates which they find by sight.

**Too rank for lapwings in May and June**

Only very small areas should become this rank as it is too tall for lapwings to be able to find food or see their predators.

**The sward is probably too rank if:**
- More than 60% of the sward is taller than 5 cm.
- Tussocks 30-40 cm cover more than 30% of the area.
- There is less than 5% bare ground.

**Mid-summer grazing**

Grazing levels are not so critical after the end of June as most young lapwings will have flown, although do check as a few late nesting pairs may still have chicks in mid-July.
Further information
Natural England Technical Information Notes are available to download from the Natural England website at www.naturalengland.org.uk.

For enquiries please contact the Natural England Helpline on 0845 600 3078 or email enquiries@naturalengland.org.uk.

Environmental Stewardship Agreements
This guidance has been developed to support Environmental Stewardship agreements. It does not replace an agreement and you must continue to follow the prescriptions and specifications. The outcomes shown may not be appropriate or suitable for all sites. Please consult scheme handbooks or your Natural England adviser for further information.

Copyright
This note was originally published by Defra and English Nature as IN140. RDS published it as illustrated guidance note ESG0003. Illustrations by Dan Powell and original text by Telltale, editor Susie Smith.

You may reproduce as many individual copies of this note as you like, provided such copies stipulate that copyright remains with Natural England, 1 East Parade, Sheffield, S1 2ET.

© Natural England 2011
APPENDIX 2

TRAVEL PLAN FRAMEWORK
F W Harrison Commercials Ltd

Ashbourne Airfield
Outline Planning Application

Travel Plan

February 2014

ITP
Integrated transport planning
FW Harrison Commercials Ltd

Ashbourne Airfield
Outline Planning Application

Framework Travel Plan
February 2014

Produced by:
Integrated Transport Planning Ltd
50 North 13th Street
Milton Keynes

Tel: 01908 259718

Contact: Lynsey Harris
Email: harris@tpworld.net
Web: www.itpworld.net
**Document Control Sheet**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Ashbourne Airfield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client</td>
<td>F W Harrison Commercials Ltd</td>
</tr>
<tr>
<td>Project Code</td>
<td>1306</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Ian McGrane</td>
</tr>
<tr>
<td>Project Director</td>
<td>Jamie Wheway</td>
</tr>
<tr>
<td>Quality Manager</td>
<td>David Hampton</td>
</tr>
<tr>
<td>Start Date</td>
<td>1st December 2013</td>
</tr>
<tr>
<td>Project Folder</td>
<td>F:\1306\</td>
</tr>
<tr>
<td>Team Members</td>
<td>Ian McGrane, Lynsey Harris, Arsalan Khalid</td>
</tr>
<tr>
<td>Sub Consultants</td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ver</th>
<th>File name</th>
<th>Description</th>
<th>Prepared</th>
<th>Reviewed</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-0</td>
<td>F:\1306\project\files\Reports\TPv2-0FINAL</td>
<td>Final Submission</td>
<td>LH</td>
<td>DH</td>
<td>IMG</td>
<td>03/02/14</td>
</tr>
<tr>
<td>1-0</td>
<td>F:\1306\project\files\Reports\TPv1-0FINAL</td>
<td>Draft Submission</td>
<td>LH</td>
<td>DH</td>
<td>IMG</td>
<td>24/01/14</td>
</tr>
</tbody>
</table>

**Notice**

This report has been prepared for the F W Harrison Commercials Ltd in accordance with the terms and conditions of appointment. Integrated Transport Planning Ltd cannot accept any responsibility for any use of or reliance on the contents of this report by any third party.
## CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>2 EXISTING SITE AUDIT</td>
<td>3</td>
</tr>
<tr>
<td>Introduction</td>
<td>3</td>
</tr>
<tr>
<td>Highway Network and Site Location – Strategic Appreciation</td>
<td>3</td>
</tr>
<tr>
<td>Appreciation of the Local Highway Network</td>
<td>3</td>
</tr>
<tr>
<td>Walking and Cycling Network</td>
<td>8</td>
</tr>
<tr>
<td>Public Transport Network</td>
<td>8</td>
</tr>
<tr>
<td>Existing Census Mode Split for Journeys to Work within Ashbourne</td>
<td>9</td>
</tr>
<tr>
<td>3 POLICY BACKGROUND</td>
<td>11</td>
</tr>
<tr>
<td>Introduction</td>
<td>11</td>
</tr>
<tr>
<td>National Planning Policy Framework (NPPF - 2012)</td>
<td>11</td>
</tr>
<tr>
<td>The Future of Transport: A Network for 2030</td>
<td>11</td>
</tr>
<tr>
<td>Site Allocation Policy SA8 – Land at Ashbourne Airfield, Ashbourne</td>
<td>12</td>
</tr>
<tr>
<td>Derbyshire Dales Local Plan (2005) – Saved Policies</td>
<td>12</td>
</tr>
<tr>
<td>6Cs Travel Plan Guidance</td>
<td>13</td>
</tr>
<tr>
<td>4 SUMMARY OF THE PROPOSED DEVELOPMENT</td>
<td>14</td>
</tr>
<tr>
<td>Confirmation of Proposed Development</td>
<td>14</td>
</tr>
<tr>
<td>Vehicular access</td>
<td>14</td>
</tr>
<tr>
<td>Proposed Phasing Programme</td>
<td>14</td>
</tr>
<tr>
<td>Pedestrian and cycle access</td>
<td>14</td>
</tr>
<tr>
<td>Cycle facilities</td>
<td>15</td>
</tr>
<tr>
<td>Amenities / facilities on site</td>
<td>15</td>
</tr>
<tr>
<td>Public Transport Provision</td>
<td>15</td>
</tr>
<tr>
<td>5 AIMS AND OBJECTIVES FOR THE FRAMEWORK TRAVEL PLAN</td>
<td>17</td>
</tr>
<tr>
<td>Aims</td>
<td>17</td>
</tr>
<tr>
<td>Objectives</td>
<td>17</td>
</tr>
<tr>
<td>6 TRAVEL PLAN STRATEGY</td>
<td>18</td>
</tr>
<tr>
<td>Residential Travel Plan Strategy</td>
<td>18</td>
</tr>
<tr>
<td>Workplace / Employer Travel Plan Strategy</td>
<td>18</td>
</tr>
<tr>
<td>7 TRAVEL PLAN MANAGEMENT</td>
<td>27</td>
</tr>
<tr>
<td>8 TARGETS AND MONITORING</td>
<td>28</td>
</tr>
</tbody>
</table>
LIST OF TABLES

Table 2-1: Overview of Local Highway Network 5
Table 2-2: Photographs of Local Highway Network 6
Table 2-3: Commuter Bus Services between Ashbourne and Derby 8
Table 2-4: Modal split for journeys to work from local output areas 10
Table 4-1: Proposed Development 14
Table 6-1: Framework Travel Plan measures 20
Table 8-1: Trip generation by the Proposed Development (Vehicles) 28
Table 8-2: Travel Plan Targets 28
Table 8-3: Mode share comparison 28

LIST OF FIGURES

Figure 1-1: Strategic Location of Ashbourne Airfield 1
Figure 2-1: Local Highway Network 8
Figure 2-2: Existing Sustainable Transport Network 9
Figure 2-3: Census Output Area Representative of Proposed Development 9
Figure 4-1: Ashbourne Airfield – Outline Masterplan 14
Figure 4-2: Proposed Public Transport Strategy 16

APPENDICES

Appendix A: Bus timetables
1 INTRODUCTION

1.1 This Framework Travel Plan has been prepared by Integrated Transport Planning (ITP) Ltd in support of the outline planning application (with all matters reserved) for the development of the former Ashbourne Airfield site, Ashbourne, herein referred to as the Proposed Development.

1.2 The application seeks outline permission reserved for up to 367 dwellings, combined with a mixed-use centre (known to as the ‘Hub’) comprising small scale retail, community uses, and the provision of 8 hectares of employment land.

1.3 Importantly, the outline planning application also includes proposals for the provision of a new vehicular access serving the development, located on the A52 combined with a complimentary internal road. The proposed internal link road will provide both the primary means of vehicular access into and from the Proposed Development, but also provide a new highway link between the A52 and the existing Blenheim Road (Airfield Industrial Estate).

1.4 The strategic location of the outline planning application is illustrated in Figure 1-1.

1.5 The proposals contained with the planning submission aim to establish a mixed-use, and sustainable extension to Ashbourne, providing strong and sustainable connections to the town centre that support the overall economic expansion for Ashbourne.

1.6 The applicant, F W Harrison Commercials Ltd, are well-known in the Ashbourne area, and has a clear aspiration to develop a high quality scheme comprising of attractive buildings, combined with well-designed and useable public spaces, complemented by the provision of generous green spaces.

1.7 The outline planning application is submitted in the context of the government’s clear commitment to growth and development, now enshrined within the National Planning Policy Framework (NPPF).

1.8 The NPPF espouses the presumption in favour of sustainable development as the golden thread running through the planning system. The NPPF encourages Local Planning Authorities to plan for and react positively to development proposals that are economically, socially and environmentally sustainable.

1.9 The Framework Travel Plan is not anti-car. It recognises that certain journeys by car are necessary, however the plan encourages residents to use cars more wisely and use more sustainable forms of transport where possible and practicable.

1.10 This Framework Travel Plan has been prepared in accordance with Department for Transport guidance notes Making Residential Travel Plans Work and Delivering Travel Plans Through the Planning System.

1.11 The remainder of the document is structured as follows:

- Chapter 2 - outlines the existing characteristics and transport network surrounding the Proposed Development Site.
- Chapter 3 - presents the policy background to the Proposed Development, drawing out the relevant transport policies at a national and local level.
- Chapter 4 - provides a summary of the Proposed Development.
- Chapter 5 - cover the aims and objectives of the Framework Travel Plan for the Proposed Development.
- Chapter 6 - describes travel plan strategies aimed at the residential and employment elements of the Proposed Development.
- Chapter 7 - outlines how the framework travel plan will be co-ordinated and managed.
- Chapter 8 - outline indicative targets and a monitoring strategy to be implemented.
2 EXISTING SITE AUDIT

Introduction

2.1 It is arguable that Ashbourne endures many of the physical and spatial issues that are found in similar towns of equal scale in the Derbyshire Dales area. The town is located alongside the base of the River Dove and is surrounded by hills associated with the picturesque land form of the Derbyshire Dales area, and consequently much of the area surrounding Ashbourne is designated as an Area of Outstanding Natural Beauty.

2.2 Ashbourne can boast itself as one of Derbyshire's finest traditional market towns, with its town centre providing a selection of high-quality and contemporary retail establishments, but still retains a medieval street pattern and historic buildings within its town centre core.

2.3 Whilst the topography of the town contributes towards its attractive perspective and design, it presents a somewhat challenging location for visitors to understand and navigate as many of the key destinations are hidden below / above, or are totally out of sight. This potentially contributes to an increase in car use for local trips; where walking or cycling would also be a viable alternative mode of travel.

2.4 The site lies close to the village of Osmaston which is approximately half a mile southwest of the airfield and is partly located within the parish of Osmaston & Yeldersley. Bradley is also within close proximity, approximately 1.5 miles to the east.

2.5 The application site covers an area of approximately 42.5 Ha. It is bounded to the west by the existing Airfield industrial estate; to the southwest by the A52; to the southeast by a number of residential properties and open countryside along Ladyhole Lane; and to the east and north by open countryside. It is immediately adjacent to the Settlement Framework Boundary of Ashbourne.

2.6 As a former airfield the site is largely flat and featureless save for the remnants of the former runways and a handful of trees and industrial buildings around its boundaries.

Highway Network and Site Location – Strategic Appreciation

2.7 The A52 and A515 both provide the primary and strategic vehicular routes into Ashbourne, with the A52 providing, via the Ashbourne bypass, the main highway link for vehicles travelling between Derby, Stoke-on-Trent, and further afield towards Leek and Macclesfield. The A515 bisects Ashbourne on a northern and southern alignment providing access from the A50(T) to the south of Ashbourne and continuing northwards towards Buxton and ultimately Manchester.

2.8 In addition to the strategic access routes, Ashbourne is also served by a selection of more local access routes to include the A517 (Belper) and B5035 (The Green Road) serving Kiveton and providing access to Carsington Water. Derby Road is of particular importance to the proposed development, which originally formed the main highway route into Ashbourne town centre from Derby before the A52 bypass was constructed in the 1980s.

Appreciation of the Local Highway Network

2.9 Following a comprehensive Site appraisal, in particular focussing upon the local highway network surrounding the Proposed Development, the following table presents an overview
of the key infrastructure associated with movement by pedestrians, cyclists, bus users and car users from the Site and onto the surrounding highway network.
### Table 2-1: Overview of Local Highway Network

<table>
<thead>
<tr>
<th>Name / Category</th>
<th>Cross-section</th>
<th>Speed Limit</th>
<th>TRO’s Present</th>
<th>Public Transport</th>
<th>Street Lighting</th>
<th>Footway</th>
<th>Pedestrian Crossing Facilities</th>
<th>Cycle Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>A52</td>
<td>7.3m</td>
<td>50mph adjacent to the proposed site entrance.</td>
<td>None</td>
<td>Hourly bus between Derby and Uttoxeter, via Ashbourne</td>
<td>None</td>
<td>1.8m</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Derby Road</td>
<td>7.3m</td>
<td>40mph</td>
<td>None</td>
<td>Hourly bus between Derby and Uttoxeter, via Ashbourne</td>
<td>Yes</td>
<td>1.8m</td>
<td>Dropped kerbing combined with pedestrian refuge</td>
<td>None</td>
</tr>
<tr>
<td>Blenheim Road</td>
<td>7.3m</td>
<td>30mph</td>
<td>Double yellow lines along certain sections</td>
<td>None</td>
<td>Yes</td>
<td>1.8m</td>
<td>Dropped kerbing at each access point</td>
<td>None</td>
</tr>
<tr>
<td>Stanton Road</td>
<td>7.3m</td>
<td>30mph</td>
<td>None</td>
<td>None</td>
<td>Yes</td>
<td>1.8m</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>
Table 2-2: Photographs of Local Highway Network

<table>
<thead>
<tr>
<th>Photograph</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blenheim Road (Airfield Industrial Estate)</td>
<td></td>
</tr>
<tr>
<td>Derby Road, looking southbound</td>
<td></td>
</tr>
<tr>
<td>Existing pedestrian facility along Derby Road</td>
<td></td>
</tr>
<tr>
<td>Recently constructed pedestrian crossing point on Derby Road</td>
<td></td>
</tr>
<tr>
<td>Pedestrian connection between Derby Road and Old Derby Road, via Lambourne Avenue</td>
<td></td>
</tr>
<tr>
<td>Existing bus station (King Edward Street) Ashbourne</td>
<td></td>
</tr>
</tbody>
</table>
2.10 The location of the Proposed Development in relation to the local highway network is illustrated in Figure 2-1.

**Walking and Cycling Network**

2.11 Due to the scale and compact nature of Ashbourne, walking and cycling should be promoted and encouraged wherever possible. In terms of a formal cycling network, National Route 68 (Derby – Berwick-upon-Tweed) of the National Cycle Network (Pennine Cycleway) bisects the town and forms part of the Tissington Trail. This formal cycle network is complemented by an informal pedestrian network within the town, which runs parallel to, and adjoins the local highway network.

**Public Transport Network**

**Existing Bus Services in Ashbourne**

2.12 The current bus network within the town targets its provision towards the strategic routes (A515, A52, A517) serving the surrounding towns and villages. Within Ashbourne, these strategic routes are also complemented by a basic, yet functional and effective, town network, which serves the main residential areas, namely Spitalhill, Compton and Bellevue.

2.13 Bus interchange within the town centre is currently provided at a single terminal facility, located on King Edward Street, although the core area of the town centre is also complemented by a selection of individual bus stops.

2.14 In terms of bus routes that are geographically specific to the location of the Proposed Development, and following a review of the latest local bus information, the “Swift” service, operated by Trent Barton and service “114”, operated by “Your Bus” between Ashbourne and Derby would serve the Proposed Development due to its current alignment along the Old Derby Road and onto the A52.

2.15 The following Table provides a summary of the current timetabling schedule for each of these services, and importantly includes services that would align for use for commuter based travel between Ashbourne and Derby (and vice versa), and for each peak period. The timings for the arrival and departure points are based on each bus terminal in Ashbourne and Derby respectively.

<table>
<thead>
<tr>
<th>Table 2-3: Commuter Bus Services between Ashbourne and Derby</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Swift</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>114</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

1 Service extends beyond Ashbourne to Uttoxeter.
2.16 Outside of commuter periods, the Swift service provides an hourly service from Ashbourne to both Uttoxeter and Derby, with Uttoxeter and Derby providing onward mainline rail connections. This hourly service extends to cover Saturdays, with Sundays and Public Holidays benefitting from a bi-hourly service between 10.00 and 18.00.

2.17 The 114 bus service takes a slightly less direct route to the north of the proposed site between Ashbourne and Derby via the A517, Weston Underwood and Kedleston.

2.18 Timetables are included in Appendix A.

2.19 The existing and local bus network, including other routes serving Ashbourne is illustrated in Figure 2-2.

Rail Services

2.20 Ashbourne does not benefit from direct rail services as its branch-line station was closed as part of the 'Beeching-Cuts' in the mid-1960s. However, its strategic location within Derbyshire, combined with plausible connections by bus, as outlined above, enable onward mainline rail travel to be undertaken from the following locations:

- Derby (direct connections to Sheffield, The Midlands, London and South West / East)
- Belper (direct to Sheffield, with onwards connections to Yorkshire and the North East)
- Uttoxeter (direct to Crewe, with onwards connections to the North West)

Existing Census Mode Split for Journeys to Work within Ashbourne

2.21 In order to derive a modal split for the residential element of the Proposed Development a geographical area was identified and representative, in travel characteristics terms, to the Proposed Development. The Ashbourne South (ward) was chosen due to its spatial coverage and proximity to the Proposed Development. The location and spatial coverage of the Ashbourne South is illustrated on Figure 2-3.

Figure 2-3: Census Ward Representative of Proposed Development

2.22 The modal split of journeys to work from the Ashbourne South was subsequently extracted from the 2001 census, and is set out in Table 2-4.
Table 2-4: Modal split for journeys to work from local output areas

<table>
<thead>
<tr>
<th>Mode</th>
<th>Census Modal Split</th>
</tr>
</thead>
<tbody>
<tr>
<td>Train</td>
<td>0.0%</td>
</tr>
<tr>
<td>Bus</td>
<td>3.0%</td>
</tr>
<tr>
<td>Taxi</td>
<td>0.3%</td>
</tr>
<tr>
<td>Car Driver</td>
<td>65.5%</td>
</tr>
<tr>
<td>Car Passenger</td>
<td>7.9%</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>0.2%</td>
</tr>
<tr>
<td>Bicycle</td>
<td>2.0%</td>
</tr>
<tr>
<td>Walk</td>
<td>20.6%</td>
</tr>
<tr>
<td>Other</td>
<td>0.5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

2.23 The modal split demonstrates that the majority of trips are undertaken by private motor car (car driver). There is also a high proportion of walking based trips (20.6%), which could be attributed to the compact nature of Ashbourne. The built up area of Ashbourne measures approximately 2.0km from north to south, and 2.5km from east to west. Therefore destinations anywhere within the town would be within comfortable walking distance for most people.
3 POLICY BACKGROUND

Introduction

3.1 This section sets the strategy in the context of local, regional and national policy. It outlines policy directions to be followed and also refers to any necessary guidance.

3.2 Policy reviewed includes:

- Derbyshire Dales Local Plan Policy SA8.
- 6Cs Guidance for the Preparation of Travel Plans in support of Planning Applications.

**National Planning Policy Framework (NPPF - 2012)**

3.3 The Proposed Development adopts the approach to transport advocated in the NPPF that people should be given a real choice about how they travel with a transport system balanced in favour of sustainable transport modes. This will be achieved at the Proposed Development, through the potential to provide a direct bus service through the site, thus providing a strong link into the town centre, the provision of footways and cycleways throughout the scheme making connections to key locations such as the Mixed-Use Hub, and the implementation of a Travel Plan for all business and new homes that highlights opportunities for sustainable travel.

3.4 The mix of uses on the site will further enhance its sustainability, encouraging people to minimise their journey lengths for employment, education, leisure, etc. Residents will have the opportunity to work within walking distance of their new homes and key facilities such as the primary school and Hub will be located centrally to maximise walking and cycling.

**The Future of Transport: A Network for 2030**

3.5 The Government’s White Paper ‘a network for 2030’ built upon the former ‘New Deal for Transport’ White Paper, and sets out a 30 year investment period for the UK’s transport networks and infrastructure. It also committed to record investment levels up until 2015.

3.6 The principal aim of this White Paper was to support the country’s growing economy whilst protecting the environment through a transport network able to cater for the increasing demand for travel. Its primary objectives are that:

- The road network should provide a more reliable and free flowing service for all modes of travel, with people able to make informed choices as to how and when they travel.
- The rail network provides a fast, reliable and efficient service, particularly for inter-urban and commuter journeys.
- Bus services are reliable, convenient and appropriate to local demand.
- Walking and cycling becomes a real alternative for local trips.
- Ports and airports provide improved international and domestic links.
Derbyshire Dales Local Plan Policy SA8

Land at Ashbourne Airfield, Ashbourne

3.7 "This site is located on land associated with the former airfield, between Derby Road and the A52 in the west, the A517 in the north, open countryside to the east and extending just beyond Ladyhole Road in the south. The site comprises of an expansive and open area of grassland crossed by concrete runways, and is part of an upland plateau being elevated above the general level of its immediate surroundings.

3.8 Although the site is situated some distance from Ashbourne town centre as a large brownfield of over 100 hectares it provides the opportunity to deliver a high quality mixed-use development that would improve the environmental quality of the area, affordable housing as well as provide support for existing services and local employment opportunities. Furthermore it also provides the opportunity for a second access point to be provided into the adjacent industrial area."

Site Allocation Policy SA8 – Land at Ashbourne Airfield, Ashbourne

3.9 "Planning Permission will be granted for a mixed use development comprising approximately 367 dwellings and 8 hectares of employment land at Ashbourne Airfield, Ashbourne as defined on the Proposals Map, subject to compliance with Adopted Local Plan policies and subject to:

- A comprehensive layout and site Masterplan for the development incorporating community facilities proportionate to serve the needs of future residents of the site and provision for public transport, cycle and pedestrian routes to Ashbourne town centre.

- No development shall take place on land to the south east of Lady Hole Lane. Development shall have regard to the proximity of existing uses and the need to ensure adequate environmental safeguarding.

- Transport Assessment including full highways design to demonstrate the provision of a safe access link from the A52 to Bienheim Road."

Derbyshire Dales Local Plan (2005) – Saved Policies

3.10 Despite the Revised Derbyshire Dales Local Plan non being formally adopted in concert with the timing of this documents preparation, the current saved policies within existing and adopted Local Plan (2005) have been reviewed, in particular those related to transport and highways. These include the following:

Policy TR1 – Access Requirements And The Impact Of New Development

3.11 Planning permission will be granted for development requiring to be served by vehicles provided that:

- The development would be served by a safe access with appropriate gradient, width, alignment and visibility and;

- The site is accessible to a road network of adequate standard to accommodate the anticipated traffic generated by the development safely and without detriment to the character of the road network and;

- Where relevant, circulation within the site is available or can be achieved without detriment to the appearance or amenity of the area.
Where a proposed development is likely to generate significant demand for extra journeys the council will require the submission of a transport assessment to identify the potential impact of traffic generated by the proposal and set out measures to offset any adverse impact.

Where appropriate the Council will impose conditions or seek to enter into a Section 106 Obligation to ensure the implementation of measures necessary to offset any adverse impact.

**Policy TR2 – Travel Plans**

3.12 Planning permission will only be granted for employment, retail, leisure, and educational developments likely to generate significant numbers of vehicular movements where proposals are accompanied by a travel plan. The Council will impose conditions or seek to enter into a Section 106 Obligation to ensure that all or part of the travel plan is implemented.

**Policy TR3 – Provision for Public Transport**

3.13 Planning permission will be granted for new residential, employment, educational and recreational developments provided that;

- They are well related to, or capable of being well related to the public transport network, and;
- Where appropriate the design and layout of the development makes provision for buses to circulate freely within the site and be readily accessible to disabled people and those with restricted mobility.

**6Cs Travel Plan Guidance**

3.14 Derbyshire County Council do not have any specific Travel Plan guidance of their own but have signed up to the 6C’s Working Group that share guidance notes, or similar. Therefore the Travel Plan Guidance Note used to inform this Travel Plan was originally drafted for Nottinghamshire County Council in September 2010 and is titled ‘Guidance for the Preparation of Travel Plans In Support of Planning Applications’.
4 SUMMARY OF THE PROPOSED DEVELOPMENT

Confirmation of Proposed Development

4.1 The Proposed Development will comprise of the following land use elements:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>367 dwellings</td>
</tr>
<tr>
<td>B2 (General Industry)</td>
<td>6 hectares</td>
</tr>
<tr>
<td>B1(b) and (c)</td>
<td>2 hectares</td>
</tr>
<tr>
<td>B1 Office</td>
<td>500m²</td>
</tr>
<tr>
<td>Mixed-use Hub (Small scale retail)</td>
<td>320m²</td>
</tr>
<tr>
<td>Convenience Store</td>
<td></td>
</tr>
<tr>
<td>Local Shops</td>
<td>280m²</td>
</tr>
<tr>
<td>Public House</td>
<td>400m²</td>
</tr>
<tr>
<td>Community Facilities</td>
<td>750m²</td>
</tr>
</tbody>
</table>

4.2 Figure 4-1 illustrates the outline masterplan for the Proposed Development.

Vehicular access

4.3 The primary point of vehicular access will be the construction of a traffic signal junction, located on the A52, and 250 metres north of Ladyhole Lane. The proposed junction will facilitate primary into and through the Proposed Development via the provision of an internal-link road. This internal link road will also connect with the existing Airfield Industrial Estate, which is currently served by Blenheim Road. Therefore the Proposed Development can be accessed either from Blenheim Road (in the west) or from the new access junction off the A52.

Proposed Phasing Programme

4.4 The Council has indicated, in Policy SA8 of the Draft Derbyshire Dales Local Plan, that it requires a detailed phasing programme covering the entire site which indicates that prior to the occupation of no more than 30% of the dwellings (110 dwellings), the employment land shall be laid out and serviced ready for future development.

4.5 As such the proposed phasing programme is outlined below:

- Phase 1 – site access onto A52, strategic planting around site periphery, 2Ha business land serviced ready for future development, 120 houses
- Phase 2 – remainder of employment land serviced ready for future development, link to Blenheim Road completed, hub uses serviced ready for future development

Pedestrian and cycle access

4.6 Cycling has the potential to substitute for short car trips, particularly those under 5km and walking has the greatest potential to substitute for trips under 2km.

4.7 The layout of the development and highway network in general has been designed to include cycleway and footway connections to all parts of the development from the existing local road and footpath connection.
4.8 The Proposed Development currently provides no Public Rights of Way that directly link into the existing town’s network, however, the location of the Proposed Development and its boundary provides the opportunity to provide new pedestrian and / or cycle links, and therefore further enhance the attractiveness of walking and cycling as a primary means of transport between the Proposed Development and Ashbourne town centre.

4.9 In order to inform this part of the strategy the proposed walk and cycle links from the boundary of the Proposed Development and into the town centre have been appraised and audited to determine any opportunities, and similarly constraints that would need to be addressed to ensure the viability of these links. These existing opportunities are summarised below.

Derby Road

- Existing footway, complemented by street lighting and dropped kerbing with tactile paving between Blenheim Road and Compton Street

Old Derby Road

- Existing footway, complemented by street lighting (although approaches to Compton Street suffer from poor luminance). Dropped kerbing with tactile paving on majority of junctions

Cycle facilities

4.10 All commercial developers / occupiers will be required to provide shower facilities for cyclists (and pedestrians), together with changing areas and secure storage lockers with sufficient capacity in-line with local planning guidance.

4.11 Some cycle parking provision will be provided at the mixed use hub to cater for short term leisure / shopping visits.

4.12 For the residential element of the site it is not deemed appropriate to provide communal cycle parking provision, as residents are more likely to want to store cycles within their property.

Amenities / facilities on site

4.13 A mixed use hub consisting of small scale retail will be built on site, which will serve to cater for residents, and on site employees, day to day retail and leisure needs.

Public Transport Provision

4.14 The Ashbourne to Derby bus service “Swift” aligns along the Derby Road and onto the A52. However, the existing alignment would not allow permeable and full penetration of the Proposed Development and would therefore require bus passengers associated with the development to walk, and access services from the A52. This would potentially make public transport an unattractive option for travel.

4.15 It is therefore proposed that, subject to negotiation, the frequency of the existing Swift service is upgraded to two services per hour. The enhanced frequency would therefore allow for an additional Swift service to operate directly along the Derby Road, turn left into Blenheim Road (directly serving the existing industrial estate) and traverse the new internal link road, and finally exit directly on the A52, via the proposed site access.
4.16 Importantlly, this additional Swift service, would also complement the existing service, which follows a slightly alternative alignment into Ashbourne and serves the Spitfire area of the town via the Old Derby Road. This service would remain unchanged and therefore existing passengers would be unaffected.

4.17 In order to fully maximise and exploit the attractiveness of this service, the proposed 'hub', or "Village square" of the Proposed Development should incorporate a passenger interchange, at an appropriate scale, which is safe and functional for all users.

4.18 The benefits in providing an enhanced Swift service through the development include:

- Direct access to the Proposed Development
- All land-uses within the Proposed Development are located within a 400m walking catchment to a proposed bus stop
- Direct, and therefore improved public transport access to the existing Airfield Industrial Estate, which already forms a significant employment generator within Ashbourne.
- Improved access to public transport along the Derby Road and Stanton Road areas of Ashbourne; thus improving local accessibility to public transport

4.19 Importantly, positive discussions have taken place with Trent Barton (operator for the Swift service). Trent Barton welcome the scale and context of the Proposed Development and are amenable to work with both Derbyshire County Council and the applicant on this outline planning application, and deliver, subject to negotiation, a high quality public transport service that is convenient and attractive for all residents of the Proposed Development.

4.20 Figure 4-2 provides an overview to the existing and proposed realignment of the above bus services following construction of the internal link road.
5 AIMS AND OBJECTIVES FOR THE FRAMEWORK TRAVEL PLAN

Aims

5.1 The overall aim of the Framework Travel Plan is:

*To develop a package of measures that promote safe and sustainable travel to / from / within the Proposed Development at Ashbourne, encouraging alternatives to single occupancy car use and more sustainable and healthy forms of travel*

Objectives

5.2 The following objectives form the basis of the Ashbourne Airfield Framework Travel Plan:

- To promote the environmental and sustainable principles of the Ashbourne Airfield Proposed Development (residential and employment development).
- To provide sustainable means of access to a range of local facilities to be developed at the Ashbourne Airfield.
- To reduce the vehicular traffic generated by the Proposed Development, through the promotion of alternatives to the private car, and particularly single occupancy car use.
- To minimise air pollutant emissions (particularly CO2) from the Proposed Development, through the promotion of low emission travel behaviour.
- To promote a healthy lifestyle among residents and employees and a sustainable, vibrant and pleasant environment.
- To use good design principles to create a permeable Site in order to encourage walking and cycling among residents and employees.
6 TRAVEL PLAN STRATEGY

6.1 At this stage in the planning process, and noting the large employment area that will likely be occupied by more than five different occupiers, a Framework Travel Plan for the Proposed Development has been prepared, setting out an overarching strategy to influence the travel choices to be adopted by the future residents and the teachers/pupils that will travel to the primary school on the Site. This establishes the broad principles, and will ensure the Proposed Development is delivered in a sustainable manner.

6.2 Due to the elements of the Proposed Development at the Ashbourne Airfield, the Framework Travel has developed both residential and employer travel plan strategies.

6.3 Table 6-1 below sets out the specific travel plan measures that will be implemented to achieve the aims of the travel plan and primarily encourage the use of sustainable travel and reduce single occupancy car use. The table includes who the measure is applicable to (the target audience) and who has responsibility for implementing the measure.

Residential Travel Plan Strategy

6.4 The residential travel plan measures has been developed in accordance with the guidance document “Making Residential Travel Plans Work: Good Practice Guidelines for New Development”. The guidance note “Delivering Travel Plans though the Planning Process” has also been consulted on the development of this Framework Travel Plan. At this stage in the planning process the type and size of dwellings is unknown; as and when detailed planning applications are brought forward for the residential development, a more detailed and specific residential travel plan may be produced.

6.5 It will be the responsibility of the Strategic Travel Plan Co-ordinator (STPC) to implement the travel plan measures, monitor the progress of the travel plan, and to deliver the marketing campaign and promotional activities.

Workplace / Employer Travel Plan Strategy

6.6 Given that the future employer occupiers of the site are currently unknown, the workplace Travel Plan strategy outlined below sets out an overarching Travel Plan for any future employer within Ashbourne Airfield. It will be the future occupier's responsibility to develop a 'unit travel plan' for their own employees, based around the principles of set out in this Framework Travel Plan for the site as a whole. It is advised that the requirement to prepare and implement a unit travel plan should become part of the lease agreement for the employment units.

6.7 These unit travel plans should be prepared after employers have undertaken a baseline travel survey (within 3 months of initial occupation). Each occupier will be required to nominate a Local Travel Plan Co-ordinator to act as the lead contact within each business. This person will take responsibility for delivering site specific travel plan measures at their employment site and will liaise with the Site Travel Plan Co-ordinator on issues which are relevant to the site as a whole.

6.8 The unit travel plan to be produced by the individual businesses will need to

- confirm their LTPC and his/her contact details,
- outline the businesses activities and operational characteristics
- affirm their sign up to the Site Travel Plan targets, and any other business specific objectives and targets set by the company, demonstrating senior management buy in
- contain the measures to be implemented and promoted by the business to assist the it in meeting the Travel Plan targets, drawing upon measures summarised in this Framework Travel Plan
- a monitoring strategy and programme for updating their unit travel plan in line with the Framework Travel Plan
- staff survey results and analysis, including postcode mapping (once completed within the 3 months of initial occupation). These results will allow the LTPC to focus upon particular modes that show potential for achieving modal shift away from single occupancy car use. These results can also form the basis for business specific modal targets.

6.9 The unit travel plan should be written by the LTPC (ideally with a statement of support from a senior manager). Assistance may be sought from the STPC in defining the document, especially the final measures to be implemented.
<table>
<thead>
<tr>
<th>Measure</th>
<th>Employment / workplace</th>
<th>Residential</th>
<th>Delivery / Implementation mechanism</th>
<th>Timescale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall management and delivery</td>
<td></td>
<td></td>
<td>Developer, STPC and LTPCs</td>
<td>6 months prior to first occupation of the site</td>
</tr>
<tr>
<td>Travel Plan coordinator</td>
<td>✓</td>
<td>✓</td>
<td>STPC and LTPCs</td>
<td>On an annual basis throughout the monitoring period</td>
</tr>
<tr>
<td>Travel Surveys to be completed by employees and residents to ascertain travel habits and patterns</td>
<td>✓</td>
<td>✓</td>
<td>STPC and LTPCs</td>
<td></td>
</tr>
<tr>
<td><strong>Site design (sustainable urban design principles)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logical network of streets with safe and attractive routes</td>
<td>✓</td>
<td>✓</td>
<td>Developer</td>
<td>As part of development</td>
</tr>
<tr>
<td>Promotion and prioritisation of movement by walking and cycling</td>
<td>✓</td>
<td>✓</td>
<td>Developer</td>
<td>As part of development</td>
</tr>
<tr>
<td>Home zone/shared space principles</td>
<td>✓</td>
<td>✓</td>
<td>Developer</td>
<td>As part of development</td>
</tr>
<tr>
<td>High quality cycle parking</td>
<td>✓</td>
<td>✓</td>
<td>Developer</td>
<td>As part of development</td>
</tr>
<tr>
<td>All homes and businesses to be constructed with broadband connections</td>
<td>✓</td>
<td>✓</td>
<td>Developer</td>
<td>As part of development</td>
</tr>
<tr>
<td><strong>Encouraging / improving public transport</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expansion of existing bus services to serve the development</td>
<td>✓</td>
<td>✓</td>
<td>Developer / STPC / Local Bus Operator</td>
<td>During construction of the development</td>
</tr>
<tr>
<td>Free bus taster tickets to promote enhanced bus services to new residents / employees</td>
<td>✓</td>
<td>✓</td>
<td>STPC / LTPC</td>
<td>Upon occupation of dwellings / employment units</td>
</tr>
<tr>
<td>High quality public transport shelters include seating, lighting and full service information (routes, timetables and fares)</td>
<td>✓</td>
<td>✓</td>
<td>Developer</td>
<td>As part of development</td>
</tr>
<tr>
<td>Employers to consider providing interest free loans for employees</td>
<td>✓</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of employment unit</td>
</tr>
<tr>
<td>Employers to publicise travel information</td>
<td>✓</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of</td>
</tr>
<tr>
<td>Ashbourne Airfield</td>
<td>Framework Travel Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Encouraging / improving cycling and walking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High quality cycle infrastructure to be implemented on site to include secure, sheltered cycle parking for each employment unit and residential units and to cater for visitors</td>
<td>✔️</td>
<td>✔️</td>
<td>Developer</td>
<td>As part of development</td>
</tr>
<tr>
<td>All business units to include showering facilities and high quality changing, storage and locker facilities</td>
<td>✔️</td>
<td></td>
<td>Developer / LTPC</td>
<td>As part of development</td>
</tr>
<tr>
<td>Development of a Bicycle Users Group (BUG)</td>
<td>✔️</td>
<td></td>
<td>STPC and LTPC</td>
<td>Upon occupation of employment units</td>
</tr>
<tr>
<td>Cycling and walking route maps to be distributed to all residents and staff</td>
<td>✔️</td>
<td>✔️</td>
<td>STPC and LTPC</td>
<td>Upon occupation of dwellings / employment units</td>
</tr>
<tr>
<td>Marketing and promotion of the health benefits associated with both walking and cycling</td>
<td>✔️</td>
<td>✔️</td>
<td>STPC and LTPC</td>
<td>Upon occupation of dwellings / employment units</td>
</tr>
<tr>
<td>Footways / shared cycle tracks (or similar) to be provided alongside all streets (where necessary)</td>
<td>✔️</td>
<td>✔️</td>
<td>Developer</td>
<td>As part of development</td>
</tr>
<tr>
<td>Employers to introduce cycle to work cycle purchase schemes</td>
<td>✔️</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of employment unit</td>
</tr>
<tr>
<td>Introduce cycle allowance for business mileage for all staff on site</td>
<td>✔️</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of employment unit</td>
</tr>
<tr>
<td>Discounts to be sought with local cycle shops and outdoor pursuits retailers</td>
<td>✔️</td>
<td>✔️</td>
<td>STPC (and LTPC)</td>
<td>Prior to / upon occupation of the site</td>
</tr>
<tr>
<td><strong>Managing car use</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Launch employer and residential based car sharing scheme taking into account the following:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Car share database, e.g. Car Share Derbyshire</td>
<td>✔️</td>
<td>✔️</td>
<td>STPC</td>
<td>Upon occupation of dwellings / employment units</td>
</tr>
<tr>
<td>Ashbourne Airfield</td>
<td>Framework Travel Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Allocated car share spaces within business parking facilities</strong></td>
<td>✓</td>
<td>Developer and LTPC</td>
<td>Upon occupation of employment unit</td>
<td></td>
</tr>
<tr>
<td><strong>Marketing strategy</strong></td>
<td>✓</td>
<td>✓</td>
<td>LTPC and STPC</td>
<td>Upon occupation of dwellings / employment units and ongoing</td>
</tr>
<tr>
<td><strong>Guaranteed ride home</strong></td>
<td>✓</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of employment unit</td>
</tr>
<tr>
<td>Where possible colleagues to consider timings of internal and external meetings to facilitate travelling by sustainable modes</td>
<td>✓</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of employment unit</td>
</tr>
<tr>
<td><strong>Sustainable working practices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Businesses locating at Ashbourne Airfield to explore different types of flexible working (for example, a 9 day fortnight, earlier / later starts and finishes)</td>
<td>✓</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of employment unit</td>
</tr>
<tr>
<td>Businesses locating at Ashbourne Airfield to explore and review teleworking options and video-conferencing facilities</td>
<td>✓</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of employment unit</td>
</tr>
<tr>
<td><strong>Promotion and awareness raising package</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing sales staff to be fully briefed on the environmental and sustainable principles of the site to be conveyed to potential buyers</td>
<td>✓</td>
<td></td>
<td>Developer and STPC</td>
<td>During both the construction and sales period</td>
</tr>
<tr>
<td>Personal Travel Planning to be offered to all residents and staff (within 3 months of moving / starting work)</td>
<td>✓</td>
<td>✓</td>
<td>STPC and LTPC</td>
<td>Upon occupation of dwelling / employment unit</td>
</tr>
<tr>
<td>All residents to be given welcome packs when they move in, containing information on the site facilities, sustainable transport options, walking and cycling maps, public transport information (routes and fares), promotional materials etc</td>
<td>✓</td>
<td></td>
<td>Developer and STPC</td>
<td>Upon occupation of residential dwellings</td>
</tr>
<tr>
<td>An Ashbourne Airfield community website to be set up containing information on the site to include the car sharing scheme and</td>
<td>✓</td>
<td>✓</td>
<td>Developer</td>
<td>During both the construction and sales period and</td>
</tr>
<tr>
<td>ASHBOURNE AIRFIELD</td>
<td>FRAMEWORK TRAVEL PLAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>-----------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>car club bookings, public transport service information available.</td>
<td></td>
<td></td>
<td>ongoing</td>
<td></td>
</tr>
<tr>
<td>Inclusion of travel to work issues at staff interview and introduced as a staff induction topic with new and relocating starters given appropriate support and information to make sustainable travel choices</td>
<td></td>
<td>LTPC</td>
<td>Upon occupation of employment unit and ongoing</td>
<td></td>
</tr>
</tbody>
</table>
Overall management and delivery

6.10 It will be the responsibility of the STPC to develop and deliver the Residential Travel Plan strategy and oversee the components of the Workplace Travel Plan strategy. The STPC will implement the relevant Travel Plan measures, monitor the progress of the Travel Plan, and deliver the marketing campaign and promotional activities. He/she will be responsible for taking this Framework Travel Plan and developing it into a Final Travel Plan, which will be a dynamic, evolving document. The STPC will work with the local residents and also the local representatives from the new businesses/organisations on site (the Local Travel Plan Coordinators) to assist and agree the measures appropriate for each organisation.

6.11 Travel surveys will be distributed to new employers (to be passed on to new employees) and residents when they move to or start to work on the site in order to gauge travel behaviour and attitudes to sustainable travel modes. The STPC will work with employers locating on to the site to provide information on the Travel Plan and the travel choices available to them, preferably before they actually open up for business. The aim of these pre-occupation discussions will be to try and influence travel behaviour of employees before travel patterns and choices become established. Travel surveys will be carried out on line with the monitoring strategy.

Site design

6.12 The master plan includes best practice urban design principles that will inherently promote sustainable transport. The Site has been designed to actively encourage walking and cycling with a permeable network of streets.

Encouraging / improving public transport

6.13 A high quality, frequent and reliable public transport system is crucial to support sustainable travel patterns. It will also be important to provide these services with low emissions and accessible vehicles. The location of bus stops through the Site will be designed to ensure that all bus passengers are within a 400 metre walk of a bus stop and are connected by virtue of the internal walking and cycling network.

6.14 A high quality, frequent and reliable public transport system is important to support sustainable travel patterns. It will also be important to provide these services with low emissions and fully accessible vehicles, plus supporting bus stop infrastructure. The location of bus stops through the Site will be designed to ensure that all bus passengers are within a 400 metre walk of a bus stop and are connected by virtue of the internal walking and cycling network.

6.15 Given the location of the Proposed Development, and the extent of the local bus network, the key components of the public transport strategy would comprise by potentially enhancing the existing Ashbourne to Derby services (Swift) operated by Trent Barton.

6.16 It is therefore proposed that, subject to negotiation, the frequency of the existing Swift service is upgraded to two services per hour. The enhanced frequency would therefore allow for an additional Swift service to operate directly along the Derby Road, turn left into Blenheim Road (directly serving the existing industrial estate) and traverse the new internal link road, and finally exit directly on the A52, via the proposed site access.
6.17 Importantly, this additional Swift service, would also complement the existing service, which follows a slightly alternative alignment into Ashbourne and serves the Spitalhill area of the town via the Old Derby Road. This service would remain unchanged and therefore existing passengers would be unaffected.

6.18 In order to fully maximise and exploit the attractiveness of this service, the proposed ‘hub’, or “Village square” of the Proposed Development should incorporate a passenger interchange, at an appropriate scale, which is safe and functional for all users.

6.19 The benefits in providing an enhanced Swift service through the development include:

- Direct access to the Proposed Development
- All land-uses within the Proposed Development are located within a 400m walking catchment to a proposed bus stop
- Direct, and therefore improved public transport access to the existing Airfield Industrial Estate, which already forms a significant employment generator within Ashbourne.
- Improved access to public transport along the Derby Road and Stanton Road areas of Ashbourne; thus improving local accessibility to public transport

6.20 Importantly, positive discussions have taken place with Trent Barton (operator for the Swift service) who welcome the scale and context of the Proposed Development and are amenable to work with both Derbyshire County Council and the applicant to this outline planning application, and deliver, subject to negotiation, a high quality public transport service that is convenient and attractive for all residents of the Proposed Development.

6.21 Residents (first occupiers of each property) will be offered public transport taster tickets to incentivise them to trial the bus service serving the site, subject to negotiation. Employers locating to Ashbourne Airfield will be encouraged to offer their staff the opportunity to take up interest free loans to purchase public transport passes. This form of incentive helps to remove unwillingness to travel by public transport by enabling an individual to spread the cost of a bus season ticket over the course of the year rather than having to pay for it one lump sum.

*Encouraging / improving cycling and walking*

6.22 High quality cycle infrastructure will be implemented on Site in order to facilitate cycling amongst residents and encourage them to cycle around, to and from the Proposed Development Site for appropriate journeys.

6.23 Promotional literature including information on the health benefits of walking and cycling as well as walking and cycling route maps will also help to raise the awareness of walking and cycling as valid modes of travel and provide residents and employers / employees with the information they need to get them started, giving them pointers as to where they can gather further information as and when they require it.

6.24 The employment units will be constructed to include showering and changing facilities and employers will be required to provide locker facilities within their business units in order to encourage employees to cycle, run or walk for their commute. Businesses will also be encouraged to introduce cycle allowance for business mileage for all employees who wish to cycle to their business related appointments.
6.25 Employers locating to the Proposed Development will be encouraged to introduce Cycle to Work bike purchase schemes. The scheme enables employees paying tax (by PAYE) to purchase a tax-free bike, helmet and accessories provided they are primarily used for cycling to work.

6.26 The STPC will negotiate a discount with local cycle retailers and outdoor pursuits retailers for both residents and businesses, to provide an incentive to those thinking of or already walking and/or cycling.

Managing car use

6.27 Online car share matching database – www.carsharaderbyshire.com – will be promoted amongst residents and employees to encourage them to search for a car share partner for their journeys where appropriate for example a car share match en route to their workplace.

6.28 Essential components of a successful car sharing scheme are acknowledged as follows and worthy of consideration during occupation of the site:

- a database that facilitates matching individuals with other travelling to the same destination
- preferential car share spaces at employment sites as an incentive for car sharers
- a marketing strategy to raise awareness amongst employees and residents
- a guaranteed ride home for employees car sharing to work to remove the fear of ‘feeling stranded’ should a person have to leave work early or stay late due to unforeseen circumstances.

Promotion and awareness raising package

6.29 The STPC will initially work with the sales staff for the respective housing developers to ensure that the sustainable virtues of the Site (and travel planning principles) are established with new residents.

6.30 A travel information pack will be prepared which will set out the walk, cycle and public transport networks to/from the site. The travel information packs will form part of the new residents welcome pack and be distributed via the respective house builders. In addition, a summary of the Travel Plan measures and ways in which residents and business employees can travel in a sustainable way will be summarised on a new community website that will be linked to any website which seeks to promote the development.

6.31 Residents will be offered free Personal Travel Planning sessions with the STPC, to help make residents aware of the travel choices that are available to them. The Personal Travel Planning service will also be promoted within businesses and delivered through the Local Travel Plan Coordinator.

6.32 Businesses will also be encouraged to include travel to work issues as an induction topic and assist new and relocating staff by providing appropriate support and information to help them make sustainable travel choices for their journey to work.
7 TRAVEL PLAN MANAGEMENT

Travel Plan Coordinator

7.1 An individual will be identified to act as the Travel Plan Coordinator (TPC) for the development. The TPC will be appointed prior to occupation of the site, in the interim Lynsey Harris (ITP Ltd., harris@itpworld.net, Tel. 01908 259718) will act as the TPC for the site. The planning authority and Derbyshire County Council (DCC) will be informed of the TPC’s full contact information (including address and telephone details), and DCC will be updated should these contact details change.

7.2 The TPC will have a critical role in ensuring the Travel Plan is implemented, managed, monitored and reviewed over time.

7.3 The TPC will:

- Implement and promote the Travel Plan at a site level;
- Monitor the Travel Plan (via the arrangement of the collection and collation of appropriate data);
- Liaise with points of contact within each of the employment units;
- Give advice and information on transport-related subjects to staff and residents;
- Liaise with third parties (i.e. public transport operators, the Council) on Travel Plan issues;
- Be the liaison between the development and the planning and highway authorities.

7.4 Commercial occupiers of the employment units will be responsible for developing a unit travel plan for their own employees. It is advised that each employment unit appoints its own point of contact for travel related issues, who will be responsible for implementing the travel plan within that unit.
8 TARGETS AND MONITORING

8.1 DCC's travel plan guidance advises that primary travel plan targets should be based on trip generation.

8.2 Table 8-1 below summarises the trip generation figures which were used within the Transport Assessment for the Proposed Development.

**Table 8-1: Trip generation by the Proposed Development (Vehicles)**

<table>
<thead>
<tr>
<th>Vehicle Trips</th>
<th>AM Peak Hour</th>
<th></th>
<th>PM Peak Hour</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Inbound</td>
<td>Outbound</td>
<td>Inbound</td>
<td>Outbound</td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total trips</td>
<td>61</td>
<td>155</td>
<td>150</td>
<td>90</td>
</tr>
<tr>
<td>On-site work trips</td>
<td>(10)</td>
<td>(25)</td>
<td>(24)</td>
<td>(15)</td>
</tr>
<tr>
<td>Net external trips</td>
<td>51</td>
<td>130</td>
<td>126</td>
<td>75</td>
</tr>
<tr>
<td>Employment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total trips</td>
<td>368</td>
<td>147</td>
<td>114</td>
<td>309</td>
</tr>
<tr>
<td>Less internal trips</td>
<td>(59)</td>
<td>(49)</td>
<td>(69)</td>
<td>(65)</td>
</tr>
<tr>
<td>Net external trips</td>
<td>309</td>
<td>88</td>
<td>45</td>
<td>244</td>
</tr>
<tr>
<td>Total external trips</td>
<td>360</td>
<td>228</td>
<td>171</td>
<td>319</td>
</tr>
</tbody>
</table>

8.3 The Travel Plan's primary targets (in relation to vehicle trip generations) are as follows:

**Table 8-2: Travel Plan Targets**

<table>
<thead>
<tr>
<th>Vehicle Trips</th>
<th>AM Peak Hour car trips</th>
<th>Target reduction</th>
<th>Target AM Peak Hour car trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>181</td>
<td>6%</td>
<td>170</td>
</tr>
<tr>
<td>Employment</td>
<td>407</td>
<td>10%</td>
<td>366</td>
</tr>
</tbody>
</table>

8.4 The expected mode share comparison is as follows:

**Table 8-3: Mode share comparison**

<table>
<thead>
<tr>
<th></th>
<th>Residential</th>
<th>Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Baseline (2016)</td>
<td>Target (2026)</td>
</tr>
</tbody>
</table>

---

2 Baseline mode share figures are taken from 2011 Census data
### Monitoring Surveys

8.5 The Travel Plan monitoring period would be from the occupation to five years following 50% occupation (approx. years 5-11).

8.6 The main link road through the site will link to an existing road Blenheim Road, which therefore means that some background / existing traffic may use the new link road therefore potentially affecting levels of traffic therefore it is not recommended that automatic traffic counters are used on the two primary access points. In order to monitor the modal shift and modal share, monitoring will take the form of employee and resident travel surveys (in accordance with the 6Cs guidance).

#### Baseline surveys

8.7 Baseline travel surveys will be distributed to residents within their travel welcome pack, they will be asked to complete the survey and return it by post or to the onsite sales office.

8.8 Employers will be asked to undertake an initial baseline employee travel survey within 3 months of occupation of the unit. The STPC will provide a template travel survey (available in the Travel Plan Guidance Note) but it will be up to individual employers to determine the most suitable way of administering the survey in their workplace. Completed surveys will need to be returned to the STPC.

#### Annual Monitoring

8.9 Following the baseline surveys, employee and resident travel surveys will be repeated on an annual basis (for 5 years following 50% occupation of the site). The surveys will be undertaken at the same time each year.

#### Monitoring Reports

8.10 Part of the TPC’s remit will be to produce an annual monitoring report which will be submitted to Derbyshire Dales District Council and Derbyshire County Council.

8.11 It will also include any relevant information on changes of personnel, partnerships with other organisations and set out plans for the forthcoming year.

8.12 The Travel Plan is a ‘living’ document, as such, the developer is committed to a three year (from occupation of the first 150 houses, and therefore in-line with phase one) review and evaluation for the District and County Councils.
Appendix A
Ashbourne – Derby Bus Timetable
### Derby > Ashbourne > Mayfield > Uttoxeter
#### Mondays to Saturdays

#### Timetable Notes
<table>
<thead>
<tr>
<th></th>
<th>NS</th>
<th>S</th>
<th>NS</th>
<th>S</th>
<th>NS</th>
<th>S</th>
<th>NS</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>am</td>
<td>am</td>
<td>am</td>
<td>am</td>
<td>am</td>
<td>am</td>
<td>am</td>
<td>am</td>
</tr>
<tr>
<td>Derby Bus Station</td>
<td>-</td>
<td>-</td>
<td>7.45</td>
<td>8.25</td>
<td>9.25</td>
<td>10.25</td>
<td>11.25</td>
<td>-</td>
</tr>
<tr>
<td>Derby Albert Street</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mackworth Radbourne Lane End</td>
<td>-</td>
<td>-</td>
<td>7.57</td>
<td>8.35</td>
<td>9.35</td>
<td>10.35</td>
<td>11.35</td>
<td>-</td>
</tr>
<tr>
<td>Kirk Langley Moor Lane</td>
<td>-</td>
<td>-</td>
<td>8.01</td>
<td>8.39</td>
<td>9.39</td>
<td>10.39</td>
<td>11.39</td>
<td>-</td>
</tr>
<tr>
<td>Brailsford opp Rose &amp; Crown</td>
<td>-</td>
<td>-</td>
<td>8.05</td>
<td>8.44</td>
<td>9.44</td>
<td>10.44</td>
<td>11.44</td>
<td>-</td>
</tr>
<tr>
<td>Hill Top School</td>
<td>-</td>
<td>-</td>
<td>8.19</td>
<td>8.58</td>
<td>9.58</td>
<td>10.58</td>
<td>11.58</td>
<td>-</td>
</tr>
<tr>
<td>Ashbourne Bus Station arr</td>
<td>-</td>
<td>-</td>
<td>8.29</td>
<td>9.04</td>
<td>10.04</td>
<td>11.04</td>
<td>12.04</td>
<td>-</td>
</tr>
<tr>
<td>Ashbourne Bus Station dep</td>
<td>7.49</td>
<td>8.08</td>
<td>9.08</td>
<td>10.08</td>
<td>11.08</td>
<td>12.08</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Elleslow Duncombe Arms</td>
<td>8.01</td>
<td>8.20</td>
<td>9.20</td>
<td>10.20</td>
<td>11.20</td>
<td>12.20</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Denstone College Road end</td>
<td>8.06</td>
<td>8.25</td>
<td>9.25</td>
<td>10.25</td>
<td>11.25</td>
<td>12.25</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Roecester Garage</td>
<td>8.10</td>
<td>8.29</td>
<td>9.29</td>
<td>10.29</td>
<td>11.29</td>
<td>12.29</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Uttoxeter Park Avenue</td>
<td></td>
<td></td>
<td>-</td>
<td>9.34</td>
<td>10.34</td>
<td>11.34</td>
<td>12.34</td>
<td>-</td>
</tr>
<tr>
<td>Uttoxeter Bus Station</td>
<td></td>
<td></td>
<td>-</td>
<td>9.39</td>
<td>10.39</td>
<td>11.39</td>
<td>12.39</td>
<td>-</td>
</tr>
<tr>
<td>Uttoxeter Tesco</td>
<td>8.17</td>
<td>8.36</td>
<td>9.42</td>
<td>10.42</td>
<td>11.42</td>
<td>12.42</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Uttoxeter Bus Station</td>
<td>8.20</td>
<td>8.39</td>
<td>9.46</td>
<td>10.45</td>
<td>11.45</td>
<td>12.45</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

#### Timetable Notes
<table>
<thead>
<tr>
<th></th>
<th>pm</th>
<th>pm</th>
<th>pm</th>
<th>pm</th>
<th>pm</th>
<th>pm</th>
<th>pm</th>
<th>pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derby Bus Station</td>
<td>12.25</td>
<td>1.25</td>
<td>2.10</td>
<td>3.25</td>
<td>4.30</td>
<td>4.35</td>
<td>5.30</td>
<td>-</td>
</tr>
<tr>
<td>Derby Albert Street</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mackworth Radbourne Lane End</td>
<td>12.35</td>
<td>1.35</td>
<td>2.20</td>
<td>3.35</td>
<td>4.45</td>
<td>4.45</td>
<td>5.45</td>
<td>-</td>
</tr>
<tr>
<td>Kirk Langley Moor Lane</td>
<td>12.39</td>
<td>1.39</td>
<td>2.24</td>
<td>3.39</td>
<td>4.49</td>
<td>4.49</td>
<td>5.49</td>
<td>-</td>
</tr>
<tr>
<td>Brailsford opp Rose &amp; Crown</td>
<td>12.44</td>
<td>1.44</td>
<td>2.29</td>
<td>3.44</td>
<td>4.54</td>
<td>4.54</td>
<td>5.54</td>
<td>-</td>
</tr>
<tr>
<td>Hill Top School</td>
<td>12.58</td>
<td>1.58</td>
<td>2.43</td>
<td>3.58</td>
<td>5.08</td>
<td>5.08</td>
<td>6.08</td>
<td>-</td>
</tr>
<tr>
<td>Ashbourne Bus Station arr</td>
<td>1.04</td>
<td>2.04</td>
<td>2.49</td>
<td>4.04</td>
<td>5.14</td>
<td>5.14</td>
<td>6.14</td>
<td>-</td>
</tr>
<tr>
<td>Ashbourne Bus Station dep</td>
<td>1.08</td>
<td>2.08</td>
<td>2.53</td>
<td>4.08</td>
<td>5.18</td>
<td>5.18</td>
<td>6.18</td>
<td>-</td>
</tr>
<tr>
<td>Mayfield Jubilee Square</td>
<td>1.14</td>
<td>2.14</td>
<td>2.59</td>
<td>4.14</td>
<td>5.24</td>
<td>5.24</td>
<td>6.24</td>
<td>-</td>
</tr>
<tr>
<td>Elleslow Duncombe Arms</td>
<td>1.20</td>
<td>2.20</td>
<td>3.05</td>
<td>4.20</td>
<td>5.30</td>
<td>5.30</td>
<td>6.30</td>
<td>-</td>
</tr>
<tr>
<td>Denstone College Road end</td>
<td>1.25</td>
<td>2.25</td>
<td>3.10</td>
<td>4.25</td>
<td>5.35</td>
<td>5.35</td>
<td>6.35</td>
<td>-</td>
</tr>
<tr>
<td>Roecester Garage</td>
<td>1.29</td>
<td>2.29</td>
<td>3.14</td>
<td>4.29</td>
<td>5.39</td>
<td>5.39</td>
<td>6.39</td>
<td>-</td>
</tr>
<tr>
<td>Uttoxeter Park Avenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uttoxeter Bus Station</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uttoxeter Tesco</td>
<td>1.37</td>
<td>2.37</td>
<td>3.21</td>
<td>4.37</td>
<td>5.47</td>
<td>5.47</td>
<td>6.47</td>
<td>-</td>
</tr>
<tr>
<td>Uttoxeter Bus Station</td>
<td>1.40</td>
<td>2.40</td>
<td>3.24</td>
<td>4.40</td>
<td>5.50</td>
<td>5.50</td>
<td>6.48</td>
<td>-</td>
</tr>
<tr>
<td>Location</td>
<td>S pm</td>
<td>S am</td>
<td>ThFS pm</td>
<td>ThFS am</td>
<td>FS pm</td>
<td>FS am</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------</td>
<td>------</td>
<td>---------</td>
<td>---------</td>
<td>-------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DERBY Bus Station</td>
<td>5.30</td>
<td>-</td>
<td>6.30</td>
<td>-</td>
<td>7.30</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DERBY Albert Street</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>12.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mackworth Radbourne Lane End</td>
<td>5.45</td>
<td>-</td>
<td>6.40</td>
<td>-</td>
<td>7.39</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kirk Langley Middle Lane</td>
<td>5.49</td>
<td>-</td>
<td>6.44</td>
<td>-</td>
<td>7.43</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bradfield opp Rose &amp; Crown</td>
<td>5.54</td>
<td>-</td>
<td>6.49</td>
<td>-</td>
<td>7.47</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hill Top School</td>
<td>6.08</td>
<td>-</td>
<td>6.58</td>
<td>-</td>
<td>7.55</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASHBOURNE Bus Station arr</td>
<td>6.14</td>
<td>-</td>
<td>7.04</td>
<td>-</td>
<td>8.00</td>
<td>10.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASHBOURNE Bus Station dep</td>
<td>6.18</td>
<td>-</td>
<td>8.00</td>
<td>-</td>
<td>10.00</td>
<td>11.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAYFIELD Jubilee Square</td>
<td>5.24</td>
<td>-</td>
<td>8.05</td>
<td>-</td>
<td>10.05</td>
<td>11.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ellastone Duncrube Arms</td>
<td>5.30</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denstone College Road end</td>
<td>6.35</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rochester Garage</td>
<td>6.39</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uttoxeter Park Avenue</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uttoxeter Bus Station</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uttoxeter Tesco</td>
<td>6.40</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uttoxeter Bus Station</td>
<td>6.40</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: S - Mondays to Fridays only, 3 - Saturdays only, ThFS - Thursdays, Fridays & Saturdays only, FS - Fridays & Saturdays only. R - drops off on request after The Wardwick.
Integrated Transport Planning Ltd
Cornwall Building, 45 Newhall St
Birmingham
B3 3QR UK
T +44 (0)121 213 4727
F +44 (0)121 213 4793

Integrated Transport Planning Ltd
Millbank Tower, First Floor
21-24 Millbank
London
SW1P 4QP UK
T +44 (0)203 642 1586

Integrated Transport Planning Ltd
50 North Thirteenth Street
Milton Keynes
MK9 3BP UK
T +44 (0)1908 258 718
F +44 (0)1908 605 747

Integrated Transport Planning Ltd
32a Stoney Street
Nottingham
NG1 1LL UK
T +44 (0)115 988 6905
F +44 (0)115 924 7101

www.itpworld.net
THE COMMON SEAL of
DERBYSHIRE DALES DISTRICT COUNCIL
was affixed to this deed in the presence of

Authorised Signatory

THE COMMON SEAL of
DERBYSHIRE COUNTY COUNCIL
was affixed to this deed in the presence of

Authorised Signatory

Director of Legal Services

Number in Seal
Book 2017/292

EXECUTED as a DEED by
MR FREDERICK WILLIAM HARRISON
in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness