DATED 1st April **2010**

(1) BROADLAND DISTRICT COUNCIL

- and -

(2) NORFOLK COUNTY COUNCIL

- and -

(3) WR AND PJ TANN LIMITED, PETER JAMES TANN and DAVID RICHARD TANN

- and -

(3) IFIELD ESTATES LIMITED

AGREEMENT

Under section 106 of the Town and Country Planning Act 1990

relating to Land to the East of Broadland Way and to the North

of the A47 Trunk Road

shoosmiths

7th Floor
125 Colmore Row
Birmingham
B3 3SH
Tel: 08700 864000
Fax: 08700 864001
E-Mail: birmingham@shoosmiths.co.uk
Ref TDW 183505.2

29546

THIS AGREEMENT is made on the 1st day of April 2010
BETWEEN:

1. **BROADLAND DISTRICT COUNCIL**, of Civic Offices, Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU (the **"District Council"**); and

2. **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH (the **"County Council"**); and

3. **WR AND PJ TANN LIMITED (Company Registration No. 3381278)** of Fairs House, Gilray Road, Diss, Norfolk, IP22 4WR **PETER JAMES TANN** of The Old Vicarage, Lingwood Gardens, Lingwood, Norwich NR13 4TL and **DAVID RICHARD TANN** of Grange Farm, Martham, Great Yarmouth, NR29 4RA (the **"Owner"**); and

4. **IFIELD ESTATES LIMITED**, a company incorporated in England and Wales (company number 5577784) whose registered office is at 45 Clarges Street London W1J 7EP (formerly 38 North Audley Street London W1Y 1WG (the **"Developer"**)

BACKGROUND

(A) For the purposes of the Planning Act, the District Council is the local planning authority for the area within which the Site is located and the person who is entitled to enforce the obligations contained in this Agreement.

(B) The County Council is a local planning authority for the purposes of the Planning Act and the local highway authority for the purposes of the Highways Act for the area within which the Site is located.

(C) The Owner is the freehold owner of the Obligation Land registered under title number NK205303 and (in part) under title number NK26457 subject to those matters set out in the respective charges register but otherwise free from encumbrances that would prevent the Owner from entering into this Agreement.

(D) The Developer has entered into the Option Agreement with the Owner.

(E) Pursuant to the Planning Application the Developer and the County Council have applied to the District Council for the Planning Permission for the Development.

(F) The District Council resolved on 9 December 2009 to grant the Planning Permission pursuant to the Planning Application.

(G) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the District Council and where specifically stated by the County Council against the Owner or its successors in title and assigns.

The parties agree as follows:

1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following definitions apply:

"Bus Rapid Transit"	A high quality high frequency faster than normal limited stop bus service

"Commencement Date"	subject to clause 4.2 the date on which the Development commences by the carrying out on the Obligation Land pursuant to the Planning Permission of a material operation as specified in section 56(4) of the Planning Act and Commencement of Development shall be construed accordingly;
"Building"	means any building constructed as part of the Development;
"Development"	means the development of the Site for a business park containing a commercial zone of up to 42,000 square metres of B1 and B8 uses, a business village containing up to 4,500 square metres of A1, A2, A3 and A4 uses a community zone comprising up to 7,500 square metres of C2, C3 and D1 uses, a hotel and leisure zone comprising up to 9,100 square metres of C1, A3, A4 and D2 uses and a 1,200 square metre car show room, associated infrastructure to include highway works, car parking, landscaping, drainage and other ancillary infrastructure and application in detail for junction improvements at Postwick Interchange to include new slip roads, link roads, overbridge, landscaping, formation of balancing ponds and drainage;
"Due Date"	means in respect of the Public Transport Contribution either:- (i) the date two and a half years from the grant of Planning Permission; or (ii) the date when the Postwick Interchange Works (being part of the Planning Application) are open for use by the public; whichever is the later.
"Framework Travel Plan"	means the travel plan annexed to this Agreement at Appendix 2;
"Highways Act"	means the Highways Act 1980 or any amendment or variation thereto;
"Index"	means the Government Index of Retail Prices (All Items) published by the Office of National Statistics on behalf of the Government;
"Index Linked"	for the purposes of this Agreement means the recalculation of the Public Transport Contribution and the Monitoring Fee to be paid by the Owner under this agreement by applying the following formula:-

a x b / c = d where

a = the payment calculated by reference to the provisions in this Agreement

b = the figure in the All Items Retail Price Index last published by the Office for National Statistics immediately prior to the date of issue of the certificate of practical completion of each Building

c = the figure shown in the All Items Retail Price Index last published by the Office for National Statistics immediately prior to the Due Date

d = the recalculated sum payable under this Agreement

"Monitoring Fee" means the sum of £500 payable annually by occupiers of each Unit in relation to the Travel Mode Survey

"Obligation Land" means the land edged red on the Plan attached at Appendix 1 of this Agreement

"Occupation" means beneficial occupation for the purpose for which Planning Permission for any Building or Unit was granted but shall exclude occupation for the purposes of fit out or marketing and the terms Occupier and Occupy shall be construed accordingly;

"Occupiers Detailed Travel Plan" means a framework of options / measures to enable and encourage people to travel more sustainably and reduce the need to travel altogether being site and people specific and comprising a range of "hard" (built) and "soft" (behavioural change) measures to mitigate the traffic effects of the Development on the road network in accordance with Travel Plan Guidance and having regard to the targets and measures contained in the Overarching Site Travel Plan referred to in the Second Schedule hereof and which is to be agreed between the Occupier of a Unit and the County Council within the timescales referred to in the Second Schedule and which shall include provision for:-

- expenditure by the Occupier of each Unit of £25 (TWENTY FIVE POUNDS) per employee per annum for a maximum of 5 years towards travel planning measures and initiatives;

- the submission of a Travel Mode Survey to the County Council within 3 months of first Occupation of the relevant

Unit and upon each anniversary of first Occupation of the relevant Unit (or such other date as may be agreed between the Owner and the County Council) for a period of 5 years from first Occupation of the relevant Unit

- payment of the Monitoring Fee upon submission of each and every Travel Mode Survey for each relevant Unit

"Option Agreement" means the option to purchase dated 8 February 2006 made between W R & P J Tann Limited (1) the Developer (2) and Peter James Tann and others (3) and the supplemental option agreement dated 6 March 2009 and made between the W R & P J Tann Limited (1) the Developer (2) and Peter James Tann and others (3); and the Supplemental Option agreement dated 19 March 2010 made between W R & P J Tann Limited (1) the Developer (2) and Peter James Tann and David Richard Tann (3)

"Overarching Site Travel Plan" means a framework of options / measures to enable and encourage people to travel more sustainably and reduce the need to travel altogether being site and people specific and comprising a range of "hard"(built) and "soft" (behavioural change) measures to mitigate the traffic effects of the Development on the road network in accordance with Travel Plan Guidance for the Development referred to in the Second Schedule hereof;

"Plan" means the plan attached to this Agreement in Appendix 1;

"Planning Act" means the Town and Country Planning Act 1990 or any amendment or variation thereto;

"Planning Application" means the application for the Planning Permission for the carrying out of the Development made jointly by the Developer and the County Council under reference 2008/1773;

"Planning Permission" means the outline planning permission to be granted by the District Council in pursuance of the Planning Application a draft of which is annexed to this Agreement at Appendix 3;

"Postwick Interchange Works" The roadworks as shown and described in the Planning Application and in the general arrangement as shown coloured yellow on the Plan for identification purposes only.

"Public Transport Contribution"

means the sum payable in respect of each Building calculated by reference to the total gross external area (in square metres) of the Development permitted to be constructed of which that Building forms part multiplied by the amount chargeable per square metre of Development by reference to the Public Transport Contribution Tariff;

"Public Transport Contribution Tariff"

means the sum chargeable per square metre of the Development by reference to the following elements of the Development :-

(a) Use Class A1, A3 - Retail Café and Restaurant - £17.50 per square metre of gross external area

(b) Use Class B1 (a) - Offices - £44.00 per square metre of gross external area

(c) Use Class B1 (b) - High Technical and Research and Development - £17.00 per square metre of gross external area

(d) Use Class B1 (c) – Light Industrial - £17.00 per square metre of gross external area

(e) Use Class B8 - Storage and Warehousing (General) - £12.00 per square metre of gross external area

(f) Use Class B8 - Storage and Warehousing (High Bay) - £7.00 per square metre of gross external area

(g) Use Class C1 - Hotel - £9.00 per square metre of gross external area

(h) Use Class C2 - Hospital/Medical Facility - £9.00 per square metre of gross external area

(i) Sui Generis Use - Car Showroom - £12.00 per square metre of gross external area

PROVIDED THAT for the avoidance of doubt the gross external area shall exclude roof top plant rooms;

"Rail Halt"

A minimum of a platform either side of the railway line with a shelter for waiting passengers

"Reserved Matters Submission"

means any reserved matters submission made pursuant to the Planning Permission;

"Site"

the land to the East of Broadland Way and to the North of the A47 Trunk Road and being the land which is the subject of the Planning Application;

"Specialist"	has the meaning given to it in clause 8 of this Agreement;
"Title Number"	NK205303 and NK26457;
"Travel Mode Survey"	means the form of survey compiled to identify the travel patterns of occupiers of the Development;
"Travel Plan Guidance"	means the County Council document "Guidance Notes for the Submission of Travel Plans" and the Workplace Travel Plan Template generated from the Workplace Travel Plan Generator Tool at www.worktravelplan.net;
"Use Class"	means the use classes set out in the Town and Country Planning (Use Classes) Order 1987 as amended;
"Unit"	means for the purposes of the Occupiers Detailed Travel Plan a Building or part of a Building which is in Occupation pursuant to the Planning Permission and which exceeds 450 square metres (net internal floor area).

2 INTERPRETATION

2.1 The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.

2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.

2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.7 References to the Obligation Land include any part of it.

2.8 References to any party in this Agreement include the successors in title of that party. In addition, references to the District Council include any successor local planning authority exercising planning powers under the Planning Act and references to the County Council include any successor local highway authority or local education authority exercising powers under the Highways Act.

2.9 Any covenant by any party not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.10 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

3 EFFECT OF THIS AGREEMENT

3.1 This Agreement is made pursuant to section 106 of the Planning Act and all other enabling powers.

3.2 To the extent that they fall within the terms of section 106 of the Planning Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Planning Act that bind the Obligation Land and are enforceable by the District Council and the County Council.

3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Planning Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers.

3.4 Nothing in this Agreement constitutes an obligation to grant the Planning Permission.

3.5 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the District Council or the County Council in the exercise of any other statutory function.

3.6 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the District Council or the County Council of any of their statutory powers, functions or discretions in relation to the Site or otherwise.

3.7 This Agreement will be registered as a local land charge by the District Council.

3.8 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

3.9 If the District Council agrees pursuant to an application under Section 73 of the Planning Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 73 of the Planning Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission PROVIDED THAT if there is a material change to the extent or nature of the Development the County Council and the District Council reserve the right to require any necessary amendment or addition to this Agreement.

4 COMMENCEMENT

4.1 The obligations contained in the schedules to this Agreement will come into effect on the Commencement Date

4.2 The Commencement Date will not be triggered by any of the following operations:

4.2.1 site investigations or surveys;

4.2.2 assessment of contamination and site decontamination;

4.2.3 the demolition of any existing buildings or structures;

4.2.4 site clearance;

4.2.5 regrading of the Site;

4.2.6 works connected with infilling;

4.2.7 construction of access and service roads;

4.2.8 noise attenuation bunding;

4.2.9 landscaping;

4.2.10 earth works within the Site;

4.2.11 works for the provision of drainage or mains services to prepare the Site for Development; or

4.2.12 any other preparatory works as may be agreed in writing with the District Council;

4.2.13 the erection of fences or other means of enclosure of the Site

4.2.14 the erection of a site compound or site office or temporary buildings or structure

4.2.15 construction of the Postwick Interchange Works

5 OBLIGATIONS OF THE PARTIES

5.1 The Owner agrees with the District Council and where so specified with the County Council to comply with the obligations set out in the First Schedule and the Second Schedule of this Agreement in relation to the Development.

5.2 The Owner shall give the District Council and the County Council seven days notice in advance of the Commencement of Development and shall send a copy of such notice to the Principal Solicitor at the District Council and the County Solicitor and the date when Commencement of Development has taken place shall be confirmed by exchange of correspondence between the District Council and the County Council PROVIDED THAT default in giving notice of confirming the date of exchange of correspondence shall not prevent Commencement of Development.

5.3 The Owner hereby agrees to notify the District Council and where appropriate the County Council of the reaching of any of the Occupation or completion thresholds relating to the Buildings and Units contained in this Agreement such notification to be given within 20 working days of the reaching of such threshold.

5.4 The Owner hereby covenants that it is the freehold owner of the Obligation Land and has full power to enter into this Agreement and that the Obligation Land is free from all mortgages charges or other encumbrances and that there is no other person having an interest in the Obligation Land other than the parties to this Agreement whose consent is necessary to make this Agreement binding on the Obligation Land and all estates and interests in it

5.5 The Developer consents to the Owner entering into this Agreement and acknowledges that the Obligation Land is bound by the covenants, restrictions and obligations and that its acquisition of the Obligation Land shall take effect subject to this Agreement PROVIDED THAT the Developer shall have no liability under this Agreement unless the Developer itself has acquired a legal interest in the Obligation Land (being a freehold or leasehold interest) and the Commencement Date has passed .

5.6 The County Council covenants with the Owner to comply with the obligations of the County Council set out in this Agreement.

5.7 The District Council and the County Council agree with the Owner to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Agreement, the District Council and the County Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

5.8 No person shall be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Obligation Land or the part of the Obligation Land in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Obligation Land in any transfer of the Obligation Land will constitute an interest for the purposes of this clause or any part thereof.

5.9 The County Council and the District Council shall not be liable to any person under this Agreement after that person has parted with all interest in the Obligation Land but without prejudice to any liability arising prior thereto

5.10 All sums payable by the Owner under this Agreement shall carry interest at the rate of 4% above base rate of the Co-operative Bank plc from the date due until the date of actual payment

6 TERMINATION OF THIS AGREEMENT

6.1 This Agreement will come to an end (insofar as it has not already been complied with) if:-

6.1.1 the Planning Permission is quashed or revoked; or

6.1.2 the Planning Permission is not implemented (before the Commencement Date) save that where the Postwick Interchange Works have been commenced then for the purposes of this clause 6.1.2 (but not further or otherwise) the Planning Permission will have been implemented and this Agreement shall continue to bind the Obligation Land but for the avoidance of doubt the obligations of the Owner under the provisions of this Agreement shall not come into effect until the Commencement Date.

6.2 Where the Agreement comes to an end under clause 6.1:

6.2.1 the District Council shall vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise record the fact that it has come to an end and no longer affects the Obligation Land ; and

6.2.2 any monies paid under this Agreement to the District Council or the County Council which are unspent or uncommitted shall be returned to the party that made the payment within one month of the Agreement coming to an end together with any interest at a reasonable standard rate accrued on the monies from and including the date the payment to the District Council or as the case may be the County Council is credited to its account up to the date the monies are drawn down from that account Provided That the District Council or the County Council (as the case may be) shall promptly pay any monies received by it under this Agreement into such account and shall promptly repay any money drawn down from that account to the relevant parties.

6.3 Where this Agreement is released in part by a future agreement, the District Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

6.4 If the Owner makes a request in writing for the District Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the District Council will place such a note against the entry within 28 working days.

7 NOTICES

7.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

7.2 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

7.3.1 if delivered by hand, at the time of delivery;

7.3.2 if sent by post, on the second working day after posting; or

7.3.3 if sent by recorded delivery, at the time delivery was signed for.

7.4 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 shall be treated as having been served on the next working day.

8 DETERMINATION OF DISPUTES

8.1 Subject to clause 8.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 8. The notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

8.2 For the purposes of this clause 8 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development.

8.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Royal Institute of Chartered Surveyors who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 8.4.

8.4 Any dispute over the identity of the Specialist shall be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.

8.5 The Specialist shall act as an independent expert and:

8.5.1 each party may make written representations within 20 working days of his appointment and will copy the written representations to the other party;

8.5.2 each party shall have a further 20 working days to make written comments on the other's representations and will copy the written comments to the other party;

8.5.3 the Specialist shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

8.5.4 the Specialist shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

8.5.5 the Specialist shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and

8.5.6 the Specialist shall use all reasonable endeavours to publish his decision within 30 working days of his appointment.

8.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 8, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

8.7 This clause 8 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

8.8 The findings of the Specialist shall save in the case of manifest material error be final and binding on the Owner and the District Council and the County Council save that the parties retain the right to refer to the Court on a matter of law.

9 WAIVER

No waiver (whether express or implied) by the District Council and/or the County Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council and/or the County Council (as relevant) from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner or its successors in title and assigns.

10 VAT

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

11 COSTS

11.1 Each party shall bear their own legal and other professional costs incurred in the negotiation and preparation of this Agreement.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

13 JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the law of England and Wales.

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

FIRST SCHEDULE

Financial Contributions

1 PUBLIC TRANSPORT CONTRIBUTION

1.1 The Owner covenants with the District Council and the County Council to pay the Public Transport Contribution Index Linked in respect of each Building to the County Council as the Highway Authority prior to first Occupation of that Building.

1.2 The Owner covenants with the District Council and the County Council not to allow Occupation of any Building until the relevant Public Transport Contribution Index Linked has been paid to the County Council

1.3 The County Council covenants with the Owner that upon receipt of the Public Transport Contribution in respect of a Building it will hold the Public Transport Contribution in an interest bearing account at a reasonable standard rate, to be drawn down for the purposes of providing improvements to the frequency of the public bus service serving the Site together with such other public transport initiatives which may include (but not be limited to) one or more of the following:-

1.3.1 Bus interchange facilities within the Site;

1.3.2 A Toucan Crossing in Broadland Way in the approximate location shown on the Plan and two bus stops/shelters in Broadland Way in the approximate location shown on the Plan.

1.3.3 A Rail Halt on either the railway line to Cromer or the railway line to Great Yarmouth

1.3.4 A Bus Rapid Transit along Yarmouth Road to the city centre

1.3.5 And/or such other measures as the County Council consider reasonably necessary and which relate fairly and reasonably to the Site to improve sustainable and public transport initiatives.

1.4 The County Council further covenants with the Owner that in the event that the Public Transport Contribution has not been committed (by way of (a) a contract under the terms of which the Public Transport Contribution or any part of the Public Transport Contribution cannot in any circumstances be repaid to the County Council or (b) expenditure of the monies) within 5 years of final Occupation of the Development then the County Council will repay so much of the Public Transport Contribution as shall remain unpaid or uncommitted together with any interest accrued thereon.

1.5 The County Council further covenants that provided that sufficient Public Transport Contribution has been received in accordance with paragraph 1.1 above it will construct and complete the proposed Toucan Crossing (including the proposed two bus stops and two bus shelters) in Broadland Way adjacent to the Broadland Gate site referred to in paragraph 1.3 of this Schedule and will use reasonable endeavours to complete the said works as soon as reasonably practicable subject to receipt of third party consents (and the County Council shall use reasonable endeavours to procure such third party consents as soon as reasonably practicable).

SECOND SCHEDULE

TRAVEL PLAN

1 The Owner covenants with the District Council and the County Council that:-

1.1 it will implement the obligations and measures detailed in the Framework Travel Plan in accordance with the timescales set out in the Framework Travel Plan or where no such timescales have been specified in accordance with the timescales as agreed between the Owner and the County Council and to monitor their effectiveness;

1.2 it will prior to first Occupation of any Building prepare and agree the Overarching Site Travel Plan with the County Council such plan to form the basis of the Occupiers Detailed Travel Plan and replace the provisions and measures set out in the Framework Travel Plan;

1.3 the Overarching Site Travel Plan shall thereafter be implemented in accordance with the timescales set out in the Overarching Site Travel Plan or where no such timescales have been specified in accordance with the timescales agreed between the Owner and the County Council and to monitor their effectiveness;

1.4 it will not Occupy or allow Occupation of a relevant Unit until an Occupiers Detailed Travel Plan in respect of that Unit has been submitted to the County Council by that relevant Occupier;

1.5 once approved by the County Council the Occupiers Detailed Travel Plan will thereafter be implemented by that relevant Occupier in accordance with the provisions contained therein for as long as the Unit is occupied.

Signed as a deed by affixing the seal)
of **BROADLAND DISTRICT**
COUNCIL in the presence of:)

)

)

)

)

6320

.....

[Member of the Council – specify]

HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

.....

[Clerk or alternative - specify]

Signed as a deed by affixing the seal of **NORFOLK COUNTY COUNCIL** in the presence of:)
)
)
)
)

authorised to sign
on behalf of: HEAD OF LAW

[Member of the Council]

.....

[Clerk or alternative - specify]

Signed as a Deed by
WR and PJ TANN LIMITED acting by:)
)
) Director
)

Director / Secretary

Signed as a Deed by

PETER JAMES TANN

in the presence of

Witness Name: .....

Witness Signed: .....

Witness Address: .....

.....

.....

Signed as a Deed by

DAVID RICHARD TANN

in the presence of

Witness Name: Robert Huxton

Witness Signed:

Witness Address: 1 St James Court

Whitefriars Norwich

Solicitor

Signed as a Deed by
IFIELD ESTATES LIMITED acting by:

)

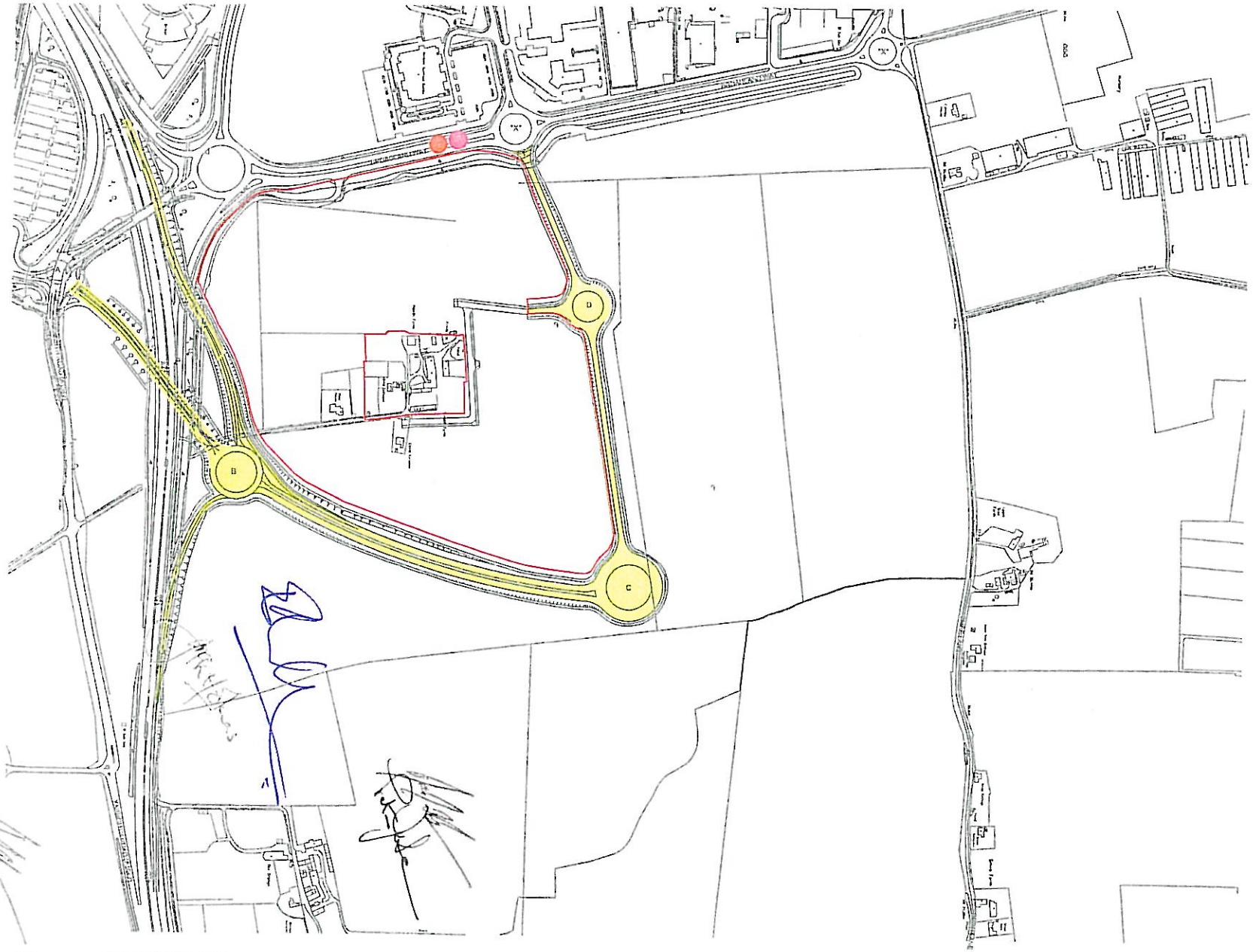
)

Director

Director / Secretary

APPENDIX 1

"PLAN"



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SECTION 106 PLAN

1:2500

NOTES:

SUBJECT TO STATUTORY CONSENTS

SUBJECT TO SURVEY

BASED ON DEMAP REPRODUCED BY PERMISSION OF CONTROLLER OF HM STATIONARY OFFICE (CROWN COPYRIGHT)

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IF USING AN ELECTRONIC VERSION OF THIS DRAWING, FIGURED DIMENSIONS TAKE PRECEDENCE AND NOTIFY MICHAEL SPARKS ASSOCIATES OF ANY DISCREPANCIES

BASED ON HM LAND REGISTRY TITLE NUMBER NR295101

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LEGEND

PROPOSED TOUCAN CROSSING

IMPROVED BUS STOPS ON BROADLAND WAY

REV	DATE	NOTE	DRAW	CHCK
A	17/02/10	Brown hatch omitted, letters C, F and E omitted, green hatch omitted. Yellow hatch added. Toucan crossing and bus stop shown.	LT	DE
-	-	-	-	-

MICHAEL SPARKS ASSOCIATES

CHARTERED ARCHITECTS

11 PLATE PLACE
ST ZONE ROAD
LONDON SW9 4RU

TELEPHONE 020 7738 6164
FAX 020 7738 3486
www.www.michaelsparks.co.uk

TITLE
HEATH FARM, BROADLAND WAY, NORWICH

DRAWING
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APPENDIX 2

"FRAMEWORK TRAVEL PLAN"

Broadland Gate Business Park, Postwick, Norwich

Framework Travel Plan

Ifield Estates

November 2009

WSP

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1 Introduction

1.1 BACKGROUND

1.1.1 This Framework Travel Plan (Framework TP) has been prepared by WSP for Ifield Estates (the 'Developer'). It accompanies the outline planning application for the proposed Broadland Gate Business Park development at Postwick, Norwich.

1.1.2 The Broadland Gate Business Park development proposes a new business park and related facilities on land east of the existing Broadland Business Park, about 5.5km east of Norwich City Centre. A detailed site location plan is shown on Figure 1, and Figure 2 shows the site in the wider context of Norwich.

1.1.3 Broadland District Council Local and NCC require Travel Plans for major developments. PPG13 states that Travel Plans should seek to achieve a reduction in car usage (particularly single occupancy journeys) and increased use of public transport, walking and cycling.

1.1.4 The content of this TP has been discussed with officers at Norfolk County Council and the Highways Agency at the following meetings:

- 28 August 2008 (Norfolk County Council only);
- 4 March 2009 (Norfolk County Council and the Highways Agency);
- 30 March 2009 (Norfolk County Council only);
- 11 June 2009 (Norfolk County Council and the Highways Agency);
- 3 November 2009 (Norfolk County Council only).

1.1.5 These meetings have led to agreement on the purpose and content of this Framework TP, along with the process for implementing the TP after planning approval. It comprises a package of measures designed to reduce the share of single occupancy vehicle trips generated by the development, and also to support more sustainable forms of travel. Its primary aim is to promote travel choices, with measures to encourage staff and visitors to reduce their reliance on the private car and increase walking, cycling and public transport as means of accessing the site.

1.1.6 The Framework TP includes a firm commitment by the Developer to implement and arrange for the necessary funding of these measures. This includes Developer funding of a £2.05m package to be used for improvements to sustainable transport for the Broadland Gate site. This will initially provide funding towards additional bus services between the site and Norwich City Centre. There will also be an obligation on Occupiers to contribute £25 per employee per year on travel planning measures and initiatives. A key element of the Overarching Site Travel Plan will be the appointment of a site-wide Travel Plan Co-ordinator by the Developer.

1.1.7 A Transport Assessment investigating the transport impacts of the development accompanies the proposals, and has been prepared separately by Mott MacDonald consulting engineers.

1.2 DEVELOPMENT OF THE BROADLAND GATE BUSINESS PARK TRAVEL PLAN

1.2.1 It is recognised that the Travel Plan is an organic document which will need updating from time to time to take account of the latest best practice in the field. Furthermore, because travel planning is an ever-evolving process, some of the measures and initiatives in this Framework Travel Plan may become unsuitable in future when the site is being occupied, while others not considered at this stage may come forward as being appropriate.

1.2.2 Accordingly it is proposed that this Framework Travel Plan will be superseded by an Overarching Site Travel Plan, which the Developer commits to preparing and then agreeing with NCC, the HA and BDC prior to the first occupation of the development.

1.2.3 The Overarching Site Travel Plan will form the basis upon which each Occupier will prepare in detail their own Occupier Travel Plan, to be implemented with their employees. These Occupier Travel Plans would take into account their own specific travel planning requirements, for example arising from differing working practices and operations. Each Occupier will be obliged to appoint their own Travel Plan Co-ordinator.

1.2.4 The development thresholds for Occupier Travel Plans are based on the current thresholds set out in the Department for Transport's April 2009 Good Practice Guidelines on Delivering Travel Plans. For example, an Occupier with more than 1,500m^2 of B1 office gross floor area (GFA) will be required to prepare and agree with NCC a Travel Plan Statement. Developments of more than 2,500m^2 GFA will be required to prepare a full Travel Plan.

1.2.5 When the Overarching Site Travel Plan is prepared, the Developer will be able be more specific as to the appropriate measures that are required to be implemented, and the obligations placed on Occupiers. Furthermore, it will provide a list of other measures that the Occupiers may want to consider implementing as suitable for their staff.

1.2.6 Each Occupiers TPC will be required to participate in the Travel Plan Management Group which initially will be set up by the Developer as a forum to exchange ideas, co-operate amongst the employee groups, share databases as appropriate, promote new ideas in sustainable transport and review annual staff survey results. Norfolk County Council will participate in advising this Group on the latest good practice. It would be through this group that the Overarching Site Travel Plan and the Occupier Travel Plans will be updated and improved over time.

1.3 ENFORCING THE TRAVEL PLAN

1.3.1 The Framework TP forms part of the Planning Application documentation and therefore is an integral part of any consent that may be granted.

1.3.2 The Framework TP will be incorporated into the Section 106 Agreement (the 'Agreement') accompanying any Planning Permission and the obligations within it will be enforced through the provisions of this Agreement.

1.3.3 Such an Agreement is enforceable and there is only very limited recourse to appeal. Amendments of such an Agreement can only be undertake by agreement between the Parties, unlike a Planning Condition where a Section 73 application to vary conditions can be made unilaterally.

1.3.4 The Agreement will have specific covenants on the Developer, Building Owner and Occupier, all of whom will be obliged to implement the provisions of the Overarching Site Travel Plan in so far as they are applicable to each party.

1.3.5 The Agreement will have specific covenants on any Building owner to include covenants in any occupational lease they grant, requiring the Occupier to implement the provisions of the Overarching Site Travel Plan developed from the Framework TP.

1.3.6 It should be noted that a Section 106 Agreement runs with the land, is registered as local land charge and therefore it is binding on all successors in title and Occupiers. This provides the Local Highway Authority with considerable powers of persuasion knowing that ultimately they have the legal recourse to impose the Travel Plan requirements through the courts as a last resort measure.

1.4 STRUCTURE OF THE TRAVEL PLAN

1.4.1 The remainder of this document proceeds as follows:

- Section 2 provides information about the site and Broadland Gate development;
- Section 3 looks at existing transport conditions for the site;
- Section 4 sets out the aims and objectives of the Travel Plan, and establishes targets to achieve these objectives;
- Section 5 presents out a Travel Plan strategy, setting out the way in which the TP will be managed, administered and secured;
- Section 6 sets out the measures that will be implemented with the development;
- Section 7 looks at the process of monitoring and review that will be required as the Travel Plan is implemented;
- Section 8 summarises the Framework Travel Plan.

2 Development Proposals

2.1 SITE LOCATION

2.1.1 The proposed Broadland Gate Business Park development site is located in the Brundall ward of Broadland District Council, Norfolk, and is about 5.5km east of Norwich City Centre. It is currently in agricultural use, and lies to the north of the A47. It is bounded to the west by Broadland Way and the Broadland Business Park, and to its north and east by open fields.

2.1.2 The site location is shown in detail on Figure 1, which also indicates the proposed A47 Postwick Hub junction improvements near the site, the existing Broadland Business Park (Phase 1), the planned Phase 2 of the Broadland Business Park and the location of proposed residential development at Brook Farm. Figure 2 shows the site in the wider context of the Norwich area.

2.1.3 Existing walking and cycling networks, which are described in more detail in the next section, are shown on Figure 3, and existing public transport routes, also described in more detail in the next section, are shown on Figure 4. In summary, these indicate that the site is reasonably accessible by non-car modes. However, improvements to the existing infrastructure and services will be required to accommodate the impact of the proposed development, to improve the accessibility of the site and so that this TP's targets and objectives are able to be met.

2.2 PROPOSED DEVELOPMENT

2.2.1 The development includes the following elements:

- Up to 42,000m^2 gross external area (GEA) of B1 employment;
- 120 bed hotel with local conference facilities (7,000m^2 GEA) and on-site leisure facilities (2,000m^2 GEA);
- 75 no. serviced apartments (3,938m^2 GEA);
- 3,150m^2 GEA medical facility (non-casualty);
- 2,400m^2 GEA ancillary retail;
- 1,208m^2 GEA car show room;
- 2,100m^2 GEA restaurants / cafes;
- 420m^2 GEA children's nursery.

2.2.2 A framework layout plan for the proposed development has been prepared by Michael Sparks Associates, and is attached at Appendix A.

2.3 DEVELOPMENT TRAVEL DEMAND

2.3.1 In preparing this Travel Plan's objectives and targets, which are presented in Section 4, along with the strategies and measures to achieve these objectives and targets, it is first necessary to understand the likely total staff travel demand for the proposed development.

2.3.2 The assumptions on total staff numbers shown in Table 1 below have been agreed with NCC and the HA, following the meetings set out in Section 1.

Table 1: Employees by Proposed Land Use for Broadland Gate

Land Use	Employee Ratio	Total Number of Employees
B1 office use	1 employee per 13.5m^2 GEA	3,111
Hotel	1 employee per 2 beds	60
Leisure facility	1 employee per 55m^2 GEA	38
Apartments	n/a	n/a
Medical facility	1 employee per 23m^2 GEA	137
Ancillary retail	1 employee per 90m^2 GEA	27
Car Show room	1 employee per 50m^2 GEA	24
Restaurant / café	1 employee per 13m^2 GEA	161
Nursery	1 employee per 36m^2 GEA	12
TOTAL	n/a	3,570

2.3.3 The following assumptions have been agreed with NCC and the HA regarding the baseline mode of travel for these daily staff without any Travel Plan targets on modal shift:

- For B1 office, 1 car parking space represents 1 car driver arrival (as noted later in this section, the agreed car parking provision for B1 (42,000m^2 GEA) is 1,400 spaces, provided at Broadland District Council's standards):
- For B1 office and medical use, ratio of car passenger to car driver is 20%;
- Mode share for walking and cycling is 10% for B1 and medical uses;
- Mode share for motorcycle is 1% for B1 and medical uses;
- For car show room and nursery, all staff will drive to work.

2.3.4 It had been discussed with NCC that no hotel staff would drive to work, while all staff for the leisure, ancillary retail and restaurant / café uses would drive to work. After further consideration with the Developer of the operational practices of these uses, it has been assumed that the baseline mode share of these staff trips will more likely reflect existing travel to work conditions, which have been taken from surveys of the adjacent Broadland Business Park. This data is presented in the next section.

2.3.5 The resulting baseline number daily staff trips by mode, assuming no Travel Plan, are shown in Table 2 below, and these figures have been agreed with NCC and the HA. The resulting percentage modal shares are shown in Table 3.

Table 2: Number of Daily Staff Arrivals By Mode For Broadland Gate Without Travel Plan, Agreed with NCC and HA

Use	Car Drivers	Car Passengers	Walking / Cycling	M'cycle	Bus	Residual Demand	TOTAL
B1 office	1,400	280	311	31	124	965	3,111
Hotel	37	5	6	1	2	9	60
Leisure facility	24	3	4	0	2	5	38
Medical facility	34	7	14	1	5	76	137
Ancillary retail	17	2	3	0	1	4	27
Car Show room	24	0	0	0	0	0	24
Restaurant / café	100	13	16	2	6	24	161
Nursery	12	0	0	0	0	0	12
TOTAL	1,648	310	354	35	140	1,083	3,570

Table 3: Percentage of Daily Staff Arrivals By Mode For Broadland Gate Without Travel Plan, Agreed with NCC and HA

Use	Car Drivers	Car Passengers	Walking / Cycling	M'cycle	Bus	Residual Demand	TOTAL
B1 office	45%	9%	10%	1%	4%	31%	100%
Hotel	62%	8%	10%	1%	4%	15%	100%
Leisure facility	63%	8%	10%	0%	4%	15%	100%
Medical facility	25%	5%	10%	1%	4%	55%	100%
Ancillary retail	63%	7%	10%	0%	4%	16%	100%
Car Show room	100%	0%	0%	0%	0%	0%	100%
Restaurant / café	62%	8%	10%	1%	4%	15%	100%
Nursery	100%	0%	0%	0%	0%	0%	100%

2.3.6 It is clear that there is a significant unmet residual travel demand that would need to be accommodated, for example by modal shift. Otherwise the car driver mode share is likely to increase, with resulting impacts on the highway network and fly-parking. NCC indicate that existing bus capacity would be insufficient to accommodate the above level of residual demand.

2.3.7 This Travel Plan therefore sets out objectives, measures and strategies that will be implemented to accommodate this residual travel demand. This includes bus service improvements, as described in Sections 4 and 5.

2.3.8 The Travel Plan will also need to cater for the peak in this daily staff travel demand, which in discussions with NCC and the HA is assessed as relating to the AM peak period (8AM – 9.30AM) arrivals, and the following assumptions regarding these AM arrivals have been agreed:

- 90% of car drivers will arrive in AM peak period for B1, leisure, medical, retail and car show room uses;
- 100% of nursery staff car drivers will arrive in AM peak;
- 75% of B1 staff pedestrians, cyclists and other modes (including bus) will arrive in AM peak period;
- 33.33% of hotel staff will arrive in AM peak period;
- 50% of leisure, medical and retail staff pedestrians, cyclists and other modes (including bus) will arrive in AM peak period;
- No AM peak period trip generation for restaurant / café use.

2.3.9 The resulting AM peak period (8AM – 9.30AM) staff trips by mode, assuming no Travel Plan, are shown in Table 4 below, and these figures have been agreed with NCC and the HA.

Table 4: Baseline AM Peak Period Staff Arrivals By Mode For Broadland Gate, Assuming No Travel Plan

Use	Car Drivers	Car Passengers	Walking / Cycling	M'cycle	Bus	Residual Demand	TOTAL
B1 office	1,260	252	233	28	93	724	2,590
Hotel	12	2	2	0	1	3	20
Leisure facility	22	3	2	0	1	3	31
Medical facility	31	6	7	1	3	38	86
Ancillary retail	15	2	2	0	1	2	22
Car Show room	22	0	0	0	0	0	22
Restaurant / café	0	0	0	0	0	0	0
Nursery	12	0	0	0	0	0	12
TOTAL	1,374	265	246	29	99	771	2,783

2.3.10 The objectives, targets, measures and strategies to accommodate this level of demand are presented in the following sections.

2.4 DEVELOPMENT SITE ACCESS

2.4.1 The development framework layout plan at Appendix A shows the development's vehicular access arrangements. The development will be bounded to its east by part of the proposed A47 Postwick Hub junction improvements, and to its north by an east-west link between Broadland Way and this section of the Postwick Hub. This will provide a main access to the development via a roundabout junction. The development will also be served by a new fourth arm of the existing Postwick North roundabout, at the southwest corner of the site boundary. The existing on-slip to the A47 eastbound will be removed.

2.4.2 The development also proposes a number of walking and cycling routes through the development and linking with the existing surrounding pedestrian and cycle network, which has been substantially improved as part of the adjacent Broadland Business Park development. The proposed routes are shown on Figure 5. Along the main internal distribution road, there will be a 3m shared footway / cycleway on one side, and a 2m footway on the other side.

2.4.3 There will be a segregated 3m footway / cycleway between the southern boundary and western of the site, and a new Toucan crossing on Broadland Way to link this segregated route with the existing walking and cycling network in the adjacent Broadland Business Park and beyond to Norwich City Centre.

2.4.4 Significant improvements are proposed to increase the capacity of local bus services between the site and Norwich City Centre. An appropriate agreement will be in place between the Developer, Occupiers and NCC to ensure that the necessary funding for these bus improvements is provided. The level of funding has now been agreed between NCC and the Developer, and the number of additional bus services is appraised later in this report.

2.4.5 A new bus stop shelter is proposed on Broadland Way, to the south of the Toucan crossing, as shown on Figure 5. This will be served by existing bus routes along Broadland Way which link the site with Norwich City Centre, and also the proposed additional bus services. At the appropriate phase of the development's construction, it is envisaged that some bus services will be rerouted through the centre of the site. The existing bus stop locations are shown on Figure 3 and existing bus routes on Figure 4, and are described in more detail in Section 3. Improvements to public transport are described later in this report.

2.5 PROPOSED PARKING STRATEGY

2.5.1 The parking provision for the development will be in accordance with Broadland District Council's Parking Standards Supplementary Planning Document (June 2007). These are shown in Table 5 below. These accord with the standards in Planning Policy Guidance Note 13: Transport (March 2001).

Table 5: Car and Cycle Parking Standards for Proposed Development

Land Use	Maximum Car Parking Standard	Minimum Cycle Parking Standard
B1 business	1 space per 30m^2 gross floor area (GEA)	1 visitor space per 100m^2 GEA, plus 1 staff space per 50m^2 GEA
Hotel	1 space per bedroom	1 visitor space per 10 beds, plus 1 staff space per 4 staff, plus 1 residents space per 10 beds
Serviced Apartments	Average of 1.5 spaces per 1-bedroom unit	None for units with garages or rear gardens; for units with communal parking, 1 residents space per unit, plus 1 visitor space per 4 units
Medical facility	1 space per full time member of staff, plus 2 spaces per consulting room	1 visitor space per 200m^2 GEA, plus 1 staff space per 4 staff
Ancillary retail	1 space per 14m^2 GEA for food retail; 1 space per 20m^2 GEA for other retail	1 visitor space per 200m^2 GEA, plus 1 staff space per 100m^2 GEA
Car showroom	1 space per staff plus 1 space per 45m^2 display area	1 space per 5 staff
Restaurants / cafes	1 space per 5m^2 GEA	1 visitor space per 25m^2 GEA, plus 1 staff space per 4 staff
Children's nursery	1 space per full time member of staff	1 visitor space per 30 children, plus 1 staff space per 5 staff

2.5.2 The resulting number of car parking spaces for the development, based on these standards, and following discussions with NCC, is shown in Table 6 below.

Table 6: Maximum Car Parking Provision for Proposed Development

Proposed Use	Maximum Car Parking Provision
B1 business (42,000m^2 GEA)	1,400 spaces
Hotel (120 bed)	120 spaces
Leisure (2,100m^2 GEA)	85 spaces
Serviced Apartments (75 no.)	113 spaces
Medical facility (3,150m^2 GEA)	34 spaces
Ancillary retail (2,400m^2 GEA)	120 spaces
Car showroom (1,208m^2 GEA)	29 spaces
Restaurants / cafes (2,100m^2 GEA)	420 spaces
Children's nursery (420m^2 GEA)	12 spaces

2.5.3 Cycle parking numbers will be assessed when staff and visitor numbers are known at the detailed design stage. However, for the B1 use, there will be at least 840 staff cycle parking spaces, equivalent to about 27% of B1 staff.

2.5.4 The cycle parking will be provided in locations which are safe, covered and secure, and where access is at least as convenient as access to the car parking provision. The aim is to promote cycle use for the development.

3 Existing Transport Conditions

3.1 TRAVEL TO WORK CHARACTERISTICS

Adjacent Broadland Business Park

3.1.1 NCC have provided staff travel survey data for the adjacent Broadland Business Park, to assist with estimating travel characteristics for the proposed development. The findings are summarised in Table 7 below, indicating baseline travel conditions and more recent 2009 travel conditions.

Table 7: Summary of Broadland Business Park Staff Travel Modes

Mode of Travel to Work	Baseline Survey	2009 Survey
Car driver	70%	62%
Car passenger	5%	8%
Bus	14%	17%
Train	2%	1%
Cycle	5%	8%
Motorbike	2%	1%
Walk	2%	2%
Taxi	< 1%	0%
Other	< 1%	1%

3.1.2 The summary above shows a reliance on the car to access the Broadland Business Park. This is representative of the urban fringe / rural nature of the area, with a historic lack of public transport.

3.1.3 However, the information provided by NCC indicates that the 2009 car driver mode share has reduced by about 11% since the baseline surveys. This demonstrates that reductions in car driver trips are achievable through travel planning initiatives at this location. Furthermore, the 11% reduction is consistent with NCC's expectations for Travel Plans in rural areas.

3.1.4 NCC have provided staff home postcode data collected for the Broadland Business Park. The data is plotted on the plan attached at Appendix B.

3.1.5 Analysis of the data indicates that about 14% of staff live up to 5km from the site. PPG13 (paragraphs 57 and 58) suggests that walking can replace many short distance car trips, particularly those under 2km (about a 25 minutes walk), while cycling offers potential to substitute car trips up to 5km (about a 25 minute cycle ride). These 2km and 5km isochrones from the proposed development site are shown on Figure 2.

3.1.6 Therefore, 14% of the Broadland Business Park's staff live within a reasonable walking or cycling distance of their workplace.

Census 2001 Journey to Work Data

3.1.7 The 2001 Census information on the means of travel to work for Brundall ward, in which the development site is located, along with the city of Norwich, is shown in Table 8 below. In summary, the car driver mode share is broadly comparable to the Broadland Business Park survey findings above.

Table 8: Modes of Travel to Work from 2001 Census Data

Mode of Travel to Work (Daytime Population)	Brundall	Norwich	Average
Bicycle	6%	6%	6%
Bus, Mini Bus or Coach	4%	11%	8%
Car or Van driver	72%	59%	65%
Passengers in a car or van	6%	7%	7%
Motorcycle	2%	2%	2%
On Foot	9%	14%	11%
Taxi or Minicab	< 1%	< 1%	< 1%
Train	< 1%	< 1%	< 1%
Other	< 1%	< 1%	< 1%
Total	100%	100%	100%

3.2 PEDESTRIAN AND CYCLE INFRASTRUCTURE

3.2.1 The site's accessibility by walking and cycling is good, facilitated by the provision of shared footways / cycleways within the adjacent Broadland Business Park, and which are shown on Figure 3.

3.2.2 Peachman Way has a 3m wide shared footway / cycleway on its southern side adjacent to the Norwich Union site, and a 2m footway on its northern side. The Department for Transport's Local Transport Note 2/08, 'Cycle Infrastructure Design', advises that 3m is the minimum acceptable width for a shared footway / cycleway, while 2m is the desired minimum footway width according to the advice in the Institution of Highways and Transportation's Guidelines for Providing for Journeys on Foot.

3.2.3 Peachman Way links Broadland Way, immediately west of the development site, with Vane Close in Thorpe St Andrew via the footbridge over the Norwich – Sheringham railway line. The footway / cycleway network within the Broadland Business Park also provides connections to Yarmouth Road via Old Chapel Way.

3.2.4 Both Vane Close and Yarmouth Way then provide connections to the wider footway / cycleway network, allowing access to Norwich City Centre to the west and the surrounding area. The network of footways within the Broadland Business Park and the Norwich built-up area is provided with street lighting.

3.2.5 The land east of the proposed development site is in agricultural use, so the pedestrian and cycling infrastructure provision is currently less defined. There is a public footpath which runs north – south between Smee Lane and the A47, as shown on Figure 3. This is used mainly for recreational walking. There are also tracks within the site which are not currently open to the public.

3.2.6 The proposed Postwick Hub junction improvements which run along the eastern boundary of the site, as shown on Figure 1, will include a footway on the western side of the road. As noted in Section 2, the development also plans to improve the network of footways / cycleways in and immediately surrounding the site. These improvements are described in more detail later in this report.

3.2.7 The above assessment indicates that the walking and cycling infrastructure currently available renders the site reasonably accessible by these modes. However, walking and cycling infrastructure improvements will be implemented by the development to enable connections with the development itself.

3.3 PUBLIC TRANSPORT - BUSES

3.3.1 PPG13 notes that jobs, shopping leisure facilities and services should be accessible by public transport, especially for those who do not have regular use of a car, and to promote social inclusion. Bus services are also promoted in the Norwich Area Transport Strategy, which notes that buses can provide an alternative to the car for many journeys in the Norwich area, and:

- Facilitate modal shift;
- Reduce congestion;
- Increase social inclusion;
- Reduce the environmental impact from travel; and
- Enable economic growth (paragraph 3.35).

3.3.2 There are two existing groups of bus services operating in the vicinity of the proposed Broadland Gate site. These are the A47 / X47, operated by Anglian Buses and the 17 / 17A, operated by First Eastern Counties. Timetables for the services are attached at Appendix C, and a plan of the bus routes shown on Figure 4. The nearest bus stops are shown on Figure 3.

3.3.3 The 17 / 17A currently serves Broadland Way and the Broadland Business Park, with stops along Broadland Way, Cranley Road and Peachman Way, so within 400m or a 5 minute walk from most of the site, which is usually considered a convenient distance. The service links the site with the residential area of South Tuckswood in south Norwich, the city centre, Norwich railway and bus stations, and Yarmouth Road. The service continues eastwards through Brundall to Blofield Heath (No 17) and Lingwood (No 17A). The journey time between the city centre and the Broadland Business Park is about 20 minutes.

3.3.4 The 17 / 17A services from South Tuckswood and Norwich City Centre call at Broadland Way from 0730 hours, Monday to Friday. There are 4 services per hour calling at the Broadland Business Park between 0800 – 0900 hours, then 2 services per hour until 1840 hours.

3.3.5 The first 17 / 17A services from Brundall call at Broadland Way from 0916 hours onwards, with 2 services per hour thereafter until 1600 hours, when there are 3 services per hour from Broadland Way to the city centre. The last service towards the city centre leaves the site at 1751 hours.

3.3.6 The A47 / X47 services, operated by Anglian Buses, are two hourly services between Norwich and Great Yarmouth, and which stop on Yarmouth Road about 500m from the western edge of the development site, as indicated on Figure 3. This is only a modest increase on the ideal walking distance of 400m (about 5 minutes) to a bus stop, which is usually considered convenient.

3.3.7 During the AM peak hour, there are therefore 6 bus services which call at or near the Broadland Business Park. The 17 / 17A and A47 / X47 services provide linkages to key destinations, such as Norwich City Centre, the main bus station at St Stephen's Street and Norwich railway station at Thorpe Road, each indicated on Figure 4. This enables interchange with a wide range of public transport services in Norwich and the surrounding area.

3.3.8 The potential accessibility of the site by bus is demonstrated by analysis of the 2001 Census. This indicates, for example, that 19% of the population of the Norwich urban area live within a 5 minute walk (400m) of the 17 / 17A service, which is a reasonable walking distance to bus services.

3.3.9 This potential accessibility of the site by bus is reflected in the bus mode share for journeys to the Broadland Business Park, which is about 17% as noted above.

3.3.10 However, NCC have advised that there is not sufficient capacity in the above bus services to accommodate the level of unmet residual travel demand, assessed in the previous section. Improvements to bus services are therefore proposed by the Developer so that there is capacity to accommodate this additional level of demand. These improvements are described later in this report.

3.3.11 The Postwick Park and Ride site is south of the A47, as shown on Figure 4. Park and Ride services do not serve the Broadland Business Park during peak periods, although some services do call at the Norwich Union site on the Business Park during off-peak periods.

3.4 PUBLIC TRANSPORT – RAIL

3.4.1 Norwich railway station is about 5km to the west of the site, as indicated on Figure 4. National Express East Anglia operates services between London Liverpool Street and Norwich every 30 minutes during weekdays, with stops at Colchester, Ipswich, Stowmarket, and Diss. There are also hourly connections with Cromer and Sheringham on the Bittern Line, and Great Yarmouth and Lowestoft on the Wherry line. This line also serves Brundall Gardens Rail Station about 2.5km to the east of the site, as indicated on Figure 4.

3.4.2 Central Trains also operates hourly services between Norwich and Peterborough, and also Cambridge via Ely, Thetford and Wymondham.

3.4.3 Timetable information for the above services is attached at Appendix C, and the routes are shown on Figure 4.

3.4.4 A maximum walking distance of 800m between a rail station and a development is generally considered convenient (Institute of Highways and Transportation's Guidelines for Public Transport in Developments). The Broadland Gate site is therefore not directly accessible by rail travel, with Norwich railway station about 5km from the site, and Brundall Gardens about 2.5km from the site.

3.4.5 The attractiveness of walking to and from a railway station is also a function of service frequency, journey time and quality of the route to the site. The frequency of services through Brundall Gardens is only about 1 train an hour in each direction, and the station is separated from the development site by the A47.

3.4.6 The site is therefore not conveniently accessible by rail, which is reflected in the Census mode share for train journeys to work in Brundall, at fewer than 1%. However, Broadland Local Plan Policy TSA3(f) reserves land immediately north west of the Broadland Business Park for a new rail station on the Norwich – Sheringham line, including a passenger drop-off point. Vehicular access to the station, including that for buses, would be provided by the adjacent Broadland Business Park. The railway station proposal is described in more detail later in this report, and would increase the accessibility of the site by rail.

4 Aims, Objectives And Targets

4.1 AIMS AND OBJECTIVES

4.1.1 The key aim of this Travel Plan is to promote travel choices, with measures to encourage staff and visitors to reduce their reliance on the private car and increase walking, cycling and public transport as means of accessing the site

4.1.2 The primary objective of the Broadland Gate Travel Plan will be to reduce the single occupancy car mode share, compared to the scenario assuming no implementation of a Travel Plan. This objective will require a modal shift to walking, cycling, public transport and car sharing.

4.1.3 A secondary objective that has been agreed with NCC Travel Plan officers is for each Occupier of the development to accommodate its own car parking demand, so that there is no overspill to adjacent Occupiers' car parks or onto surrounding roads, albeit many of these are subject to no-waiting restrictions.

4.1.4 There could be some opportunity to share car parking spaces between the various different uses where peak parking periods do not coincide, for example between the restaurants / cafes and the office uses. This is consistent with PPG13 (its paragraph 51.3), which notes that shared parking should be encouraged as part of major development proposals, provided adequate attention is given at the design stage.

4.1.5 The potential for shared car parking at the Broadland Gate development will therefore need to be carefully considered at the detailed design stage.

4.1.6 A further aim of the TP is to become integrated with the wider Area Travel Plan (ATP) that is planned for this area by NCC. This ATP is at an early stage, and it is envisaged that further details will be available for the preparation of the Overarching Site Travel Plan for Broadland Gate.

4.1.7 The above aims and objectives are fully consistent with those in PPG13 and local planning guidance. The development itself will therefore seek to improve the choice of means of travel for staff and visitors, with a view towards a reduction in the mode share of single occupancy vehicle trips.

4.2 TARGETS

4.2.1 Section 2 sets out the daily travel demand by mode without any Travel Plan measures, and Table 3 indicates that there is a significant unmet residual travel demand after car, walking, cycling and public transport trips are considered. NCC also indicate that there is little capacity in existing bus services to accommodate this residual demand.

4.2.2 The targets have been discussed and agreed with NCC, and seek modal shifts from the residual travel demand to walking, cycling, car sharing and improved and additional bus services. The measures to accommodate these modal shifts are described in Section 6.

4.2.3 It has been acknowledged by NCC and the HA that all staff for the car show room and nursery will drive to work by car. No specific Travel Plan targets are therefore proposed for these uses, although this would be reviewed as part of the ongoing monitoring of the Overarching Site Travel Plan and relevant Occupier Travel Plans.

4.2.4 This Framework Travel Plan's targets therefore apply to the B1 office, hotel, leisure, medical, ancillary retail and restaurant / café staff. The targets are as follows:

- **11% reduction in the car driver mode share from baseline levels during the first five years of occupation for each individual occupier.** This is consistent with NCC expectations for Travel Plans in rural areas. So for B1 staff as an example, the starting point is 1,400 car drivers (or 45% of all B1 staff), and the target is to achieve 1,246 car drivers (or about 40% of all B1 staff), i.e. a decline of 154 car drivers, equivalent to an 11% reduction in the proportion of staff journeys being made as car driver;
- **30% increase in car sharing from baseline levels during the first five years of occupation for each individual occupier.** This is in recognition of the DfT's Final Report on Making Car Sharing and Car Clubs Work, which advises that car sharing initiatives can increase multi-occupancy vehicle trips by 21%;
- **40% increase in walking and cycling from baseline levels during the first five years of occupation for each individual occupier.** This increase would represent the number of staff which the postcode analysis in Section 3 indicated would live within a reasonable walking and cycling distance of the site, according to PPG13 advice.

4.2.5 **A further target is to increase the bus mode share as appropriate for each land use to meet the remaining residual travel demand**. The Developer has agreed to fund a £2.05m package of measures as described in Section 6 to achieve this bus mode share target. Taking B1 daily staff travel as an example for assessing the bus mode share targets, and with reference to the baseline travel mode shares in Table 3:

- Car driver mode share will reduce from 45% (1,400 staff) to 40% (1,246 staff);
- Car passenger mode share will increase from 9% (280 staff) to 12% (364 staff);
- Walking & cycling mode share will increase from 10% (311 staff) to 14% (436 staff);
- Motorcycle mode share will remain at 1% (31 staff);
- The residual demand is equivalent to 100% - 40% - 12% - 14% - 1% = 33% of staff;
- **Therefore, the mode share target for B1 staff travel by bus is 33%.** The corresponding increase in B1 staff travelling by bus is over seven-fold, from a baseline bus mode share of only 4%.

4.2.6 Based on the above targets, the resulting daily staff travel mode shares which this Travel Plan seeks to achieve are shown in Table 9 below, compared to the baseline scenario mode shares with no Travel Plan in place.

Table 9: Travel Mode Shares With Travel Plan, Compared to Baseline Scenario

Land Use	Car Drivers		Car Passengers		Walking / Cycling		Motorcycle		Bus		Residual Demand	
	Base line	*With TP*	Base line	*With TP*	Base line	*With TP*	Base line	*With TP*	Base line	*With TP*	Base line	*With TP*
B1 office	45%	***40%***	9%	***12%***	10%	***14%***	1%	***1%***	4%	***33%***	31%	***0%***
Hotel	62%	***55%***	8%	***12%***	10%	***14%***	1%	***1%***	4%	***18%***	15%	***0%***
Leisure facility	63%	***55%***	8%	***11%***	10%	***14%***	0%	***0%***	4%	***20%***	15%	***0%***
Medical facility	25%	***22%***	5%	***7%***	10%	***14%***	1%	***1%***	4%	***56%***	55%	***0%***
Ancillary retail	63%	***56%***	7%	***11%***	10%	***14%***	0%	***0%***	4%	***19%***	16%	***0%***
Restaurant / café	62%	***55%***	8%	***11%***	10%	***14%***	1%	***1%***	4%	***19%***	15%	***0%***

4.2.7 The above mode share targets are SMART targets because:

- Specific – they apply to the development's staff;
- Measurable –travel surveys will establish baseline mode shares and monitor progress;
- Achievable / Realistic – since the targets are based on evidence and guidance published by the Department for Transport on the effectiveness of Travel Plans, along with discussions with NCC;
- Timebound – the target on the development's car mode relates to first occupation of each building, while targets on non-car modes relate to the first five years of the Travel Plan.

4.2.8 To achieve the above car driver targets, a TP strategy is set out in the following section, along with specific measures and actions described in this report. The monitoring and review of the TP's measures, objectives and targets is described in Section 7.

5 Travel Plan Strategy

5.1 IMPLEMENTATION AND MANAGEMENT

5.1.1 This Framework Travel Plan is the first phase in the process towards preparing the Overarching Site Travel Plan for the proposed development, along with the Occupier Travel Plans. It contains the principles, measures and a framework and timetable for agreeing the Overarching Site Travel Plan following planning approval. The Overarching Site Travel Plan will be agreed with NCC, the HA and Broadland District Council six months prior to first occupation.

5.1.2 The Developer will have the overall responsibility for preparing and implementing the Overarching Site Travel Plan. A Travel Plan Co-ordinator (TPC) will therefore be appointed by the Developer to take responsibility for the development and management of the Overarching Site Travel Plan and will be accountable for its delivery.

Travel Plan Co-ordinator

5.1.3 The TPC role for the site would either be fulfilled by a nominated employee of the Developer, or a consultant. Funding is discussed later in this section.

5.1.4 So that there is site-wide adoption of the Overarching Site Travel Plan, the TPC will be employed on a part time basis on the site, if possible in conjunction with other local schemes. The input required will vary depending on the stage of development and will be kept under review.

5.1.5 The Travel Plan Co-ordinator will meet with the first Occupier or group of Occupiers to discuss the Travel Plan and any specific travel planning requirements these Occupiers may have, such as differing working practices and operations. These would be addressed in the Occupiers' Travel Plans, which each Occupier will be legally obliged to prepare in detail and agree with NCC and the HA prior to occupation.

5.1.6 The site-wide Travel Plan Co-ordinator will fulfil the following roles:

- Preparation of the Overarching Site Travel Plan within six months prior to first occupation, updating the information on walking, cycling and public transport networks;
- Overseeing the implementation and development of the Overarching Site Travel Plan;
- Assisting Occupiers in the preparation of their own Occupier Travel Plans;
- Liaising with Occupiers' Travel Plan representatives, NCC and HA Travel Plan officers and Broadland District Council officers and other key stakeholders, such as public transport operators;
- Co-ordinating the marketing and monitoring of the Travel Plan following the opening of the development;
- Raising awareness of the travel opportunities for the site and the potential health and financial benefits from reducing single occupancy car trips;
- Marketing and promoting the Overarching Site Travel Plan;
- Organising a car sharing scheme;
- Providing Personalised Travel Planning advice;

- Using their reasonable endeavours to liaise with the Travel Plan Co-ordinator of the adjacent Broadland Business Park, seeking to further enhance progress towards this Travel Plan's aim of reducing the car driver mode share through joint working;
- Preparation and provision of a Travel Information Pack for new employees described in Section 6, and explaining the rationale for the Travel Plan and how non-car modes can meet an employee's particular day-to-day travel needs;
- Engaging in the emerging Area Travel Plan that is being prepared for this area.

Management Group

5.1.7 The implementation and management of the Overarching Site Travel Plan, including the arrangements for the eventual handover of the Travel Plan from the Developer to the Occupiers of the site, will require a Management Group, which would be set up by the Developer following agreement of the Overarching Site Travel Plan with NCC, the HA and Broadland District Council. The Management Group will initially comprise the Developer, the site-wide and Occupiers Travel Plan Co-ordinators, NCC's Travel Plan officers in an advisory role, and other stakeholders as appropriate, e.g. public transport operators.

5.1.8 The Management Group will play an important role during the early period of the Overarching Site Travel Plan, from construction through to initial occupation and the first monitoring and review of the Travel Plan. It would assist guiding the implementation monitoring and review process, enabling necessary high level decisions to be made, and helping to secure partnerships and maintain momentum of the Overarching Site Travel Plan and Occupiers' Travel Plans. It will include a formal management and review arrangement and a practical means of achieving strong and constructive partnerships. This would be important if the early monitoring of the Travel Plan indicates that the targets are not being met, in which case the Management Group would bring key stakeholders together e.g. NCC public transport officers and public transport operators so that initiatives to encourage public transport use further can be developed.

5.1.9 Such a Management Group would initially be chaired by the site-wide Travel Plan Co-ordinator, and would meet at regular intervals to monitor the implementation and management of the Overarching Site Travel Plan and Occupiers' Travel Plans and take action as appropriate.

5.1.10 The ultimate choice of management structure will depend on, amongst other things, the nature and scale of development and the mix of development. However, it is important to note that the Developer will remain responsible for delivering the Overarching Site Travel Plan through its initial implementation, and there will be a clear line of responsibility to the Developer for achieving the targets and objectives set out in Section 4. Occupiers will be responsible for delivering their own Occupier Travel Plans.

5.1.11 As noted above, the Overarching Site Travel Plan will be finalised six months before first occupation, and will establish the specific responsibilities on detailed elements such as implementation and resourcing. It will need to specify clearly at what point the Developer can pass responsibility onto the Management Group or the local authority's Travel Plan officer, as appropriate. This point of handover could be related to achievement of the targets, and will be agreed for the Overarching Site Travel Plan.

5.2 MARKETING STRATEGY

5.2.1 A marketing and communication strategy is key to the success of the Travel Plan. The marketing strategy will aim to raise awareness of the key services and facilities implemented as part of the TP and disseminate travel information to staff as they move to the site. Details of the marketing strategy for the development are contained within Section 6 of this Travel Plan.

5.3 SECURING THE TRAVEL PLAN AND FUNDING

5.3.1 The Overarching Travel Plan will be secured as part of the Section 106 Agreement (the 'Agreement') accompanying any Planning Permission and the obligations within it will be enforced through the provisions of this Agreement. The Agreement is described in more detail in Section 1.

5.3.2 The Agreement will have specific covenants on the Developer, Building Owner and Occupier, all of whom will be obliged to implement the provisions of the Overarching Site Travel Plan in so far as they are applicable to each party.

5.3.3 The Agreement will have specific covenants on any Building owner to include covenants in any occupational lease they grant, requiring the Occupier to implement the provisions of the Overarching Site Travel Plan developed from the Framework TP.

5.3.4 The Developer funding for the Overarching Site Travel Plan and its Travel Plan Co-ordinator would be maintained until the substantial completion of the development of the site. All measures implemented prior to the development being occupied will be funded by the Developer, including the appointment of a Travel Plan Co-ordinator and the production of marketing material. Developer funding for the bus service improvements described in Section 6 has also been agreed with NCC.

5.3.5 Through the provisions and obligations on Occupiers, there will be a commitment that each Occupier contributes £25 per employee per year for the first five years of their occupation on travel planning measures and initiatives. Funds not used will be refunded to the occupier.

5.4 OCCUPIERS' ROLES

5.4.1 The Occupiers will have an obligation to comply with the Overarching Site Travel Plan and based on this, prepare their own Occupier Travel Plan in detail, and agree this with NCC. Each will be required to appoint and fund their own Travel Plan Co-ordinator to liaise with the Management Group and site-wide Travel Plan Co-ordinator as appropriate, and who will also undertake the following tasks within their own organisation:

- Prepare the Occupier Travel Plan and agree this with NCC, with assistance available from the site-wide Travel Plan Co-ordinator and Management Group, and based on the Overarching Site Travel Plan;
- Oversee the implementing, monitoring and managing of the Occupier Travel Plan;
- Explore the demand for and feasibility of funding discounts on cycle equipment and / or pool bikes;
- Liaise with others in their organisation about the company policy / practice on pool cars, including exploring the demand / benefits at this site;
- Provision of Personalised Travel Planning advice;
- Identify the demand and potential benefits to their employees of discounted bus fares and the likelihood of company funding for this;
- Explore with the Occupier's HR department and others within the company the scope, feasibility, costs and benefits of flexible working hours.

5.4.2 As noted above, Occupiers will also be obliged to contribute £25 per employee per year for the first five years of their occupation on travel planning measures and initiatives, subject to this level of funding being deemed necessary.

6 Travel Plan Measures

6.1 INTRODUCTION

6.1.1 This section identifies the 'hard' (engineering) measures incorporated into the design of the development layout together with the key improvements to transport services and facilities, and the 'soft' (facilities and marketing) measures which will be implemented as part of the development proposals so that sustainable travel behaviour is maximised, and which will seek to achieve this Travel Plan's targets.

6.1.2 Because travel planning is an ever-evolving process, some of the measures and initiatives in this section may become unsuitable in future when the site is being occupied, while others not considered at this stage may come forward as being appropriate.

6.2 'HARD' MEASURES – SITE DESIGN AND BUS SERVICE IMPROVEMENTS

6.2.1 It should be recognised that many physical aspects of the layout of the development will influence employees' travel patterns from the outset, and can reduce dependence upon the private car. The hard engineering measures incorporated into the design of the proposed development are set out below. It should be noted that appropriate hard engineering measures will be provided prior to occupation of the development and funded by the Developer.

Permeability

6.2.2 The Broadland Gate layout has been designed so that walking and cycling routes within the site and linking to surrounding networks are more attractive, logical, convenient and safe for many short distance trips, compared to the car. The objective of this is to manage down the traffic impacts of the development at the design stage. The environment within the site will be of high quality with the provision of attractive open spaces, well-maintained and legible routes, lighting, signage and the use of quality materials.

6.2.3 The walking and cycling infrastructure improvements proposed by the Broadland Gate development include:

- A Toucan crossing on Broadland way to connect westwards with existing footways / cycleways towards the built-up area of Norwich via Peachman Way and the Broadland Business Park. The location is shown on Figure 5;
- The provision of a 3m wide shared footway / cycleway, and a 2m wide footway, along the main internal access road within the development. These are considered acceptable widths by the DfT and the IHT. The routes are shown on Figure 5;
- A 3m wide shared footway / cycleway, segregated from the main internal road network, will link the eastern boundary with the southern boundary (the A47 overbridge towards the Park and Ride site) and the proposed Toucan crossing on Broadland Way. These routes are also shown on Figure 5.

6.2.4 These measures will be implemented and funded by the Developer.

6.2.5 The Postwick Hub junction improvements, planned by Norfolk County Council, will also deliver a number of improvements to the local walking and cycling network around the site. The indicative Postwick Hub improvements are shown on Figure 1, and the locations of the walking and cycling improvements are shown on Figure 5, including:

- A new 3m wide shared footway / cycleway along Broadland Way, to link with the existing 3m wide shared footway / cycleway on Peachman Way through the Broadland Business Park towards Norwich;
- A new 2m wide footway alongside the Postwick Hub as it passes immediately east of the development site;
- A 2m wide footway on the new A47 overbridge, providing a link to Yarmouth Road and Postwick village.

6.2.6 Sustrans National Cycle Network Route 1 is proposed to the south of the site, linking Brundall with Norwich City Centre and connecting with the wider Sustrans National Cycle Network. The proposed route near the site is shown on Figure 5. There is potential for linking the Broadland Gate site with this proposed route via the proposed A47 overbridge as part of the Postwick Hub improvements.

6.2.7 The proposed Sustrans route would provide an opportunity for encouraging the uptake of cycling to wider destinations, and the Department for Transport considers that the Sustrans network is making a valuable contribution to the creation of a 'walking and cycling culture' (Action Plan on Walking and Cycling, 2004). The proposed Sustrans Route 1 is therefore an important part of widening transport choices and encouraging non-car modes of travel to the development.

Cycle Parking Provision

6.2.8 Cycling to the development will be encouraged through the provision of secure and conveniently located cycle parking at Broadland District Council cycle parking standards, so 840 spaces for the B1 development, equivalent to about 27% of staff. Furthermore, facilities for cyclists will be provided within each building.

6.2.9 The above walking and cycling infrastructure improvements will significantly increase the accessibility of the site for these modes, and will connect with the existing walking and cycling infrastructure provided on Yarmouth Road and through the Broadland Business Park. As noted above, the development itself also proposes a Toucan crossing on Broadland Way to facilitate pedestrian and cycle movement between this new infrastructure around the site and the existing walking and cycling network.

Public Transport Infrastructure and Services

6.2.10 Improvements to bus service provision for the site have been discussed with public transport planners at NCC, who have in turn initiated discussions with the local bus operators First Eastern Counties and Anglian Buses on the potential to increase services to the site.

6.2.11 These discussions are based on the agreed numbers of staff that will need to access the site by modes other than the car, walking and cycling. NCC suggest that this could require up to an additional 10 buses during the AM peak period, based on the target bus mode share assessed in Section 4.

6.2.12 The discussions with NCC indicate that there would be capacity within the existing Norwich City Centre – Broadland Gate bus corridor to provide additional bus services in order to accommodate this level of trip arrivals by bus, for example equivalent to 33% of B1 staff arrivals.

6.2.13 The Developer has agreed to provide a financial package of £2.05m to NCC to be used as NCC deem appropriate to fund improvements to sustainable transport measures for the Broadland Gate site. This could provide improved walking and cycling infrastructure, along with initially subsidising additional bus services between the site and Norwich City Centre, possibly as part of a Bus Rapid Transit system.

6.2.14 On the basis of NCC's advice, the funding would enable a bus service between the site and Norwich City Centre with a 10 minute frequency in the peak periods, and every 20 minutes off-peak, compared to every 15 minutes in the existing AM peak hour and every 30 minutes for existing off-peak services. Services would also operate between 0630 – 1830hrs or 0700 – 1900hrs. Discussions with NCC public transport officers indicate that these service improvements, initially subsidised as part of the £2.05m Developer contribution, will greatly assist with achieving the bus mode share targets set out in Table 9.

6.2.15 The route of these services will be extended through the development site once the development has reached an appropriate level of completion, to be determined in discussions with the local bus operators and NCC.

6.2.16 The Broadland Gate development therefore commits to providing a level of funding that will support sustainable travel choices, including the operation of new and improved bus services, to be agreed with NCC.

6.2.17 The discussions with NCC and the bus operators have also confirmed that the bus network will inevitably evolve between now and the commencement of the development. However, local bus operators have expressed interest in serving the development with additional and extended bus services, which could involve a combination of the following:

- Extension of the First Eastern Counties 17 and / or 17A services;
- Diversion of the Anglian Bus A47 / X47 services into the site from Yarmouth Road;
- Extension of the First Eastern Counties 24 service, which serves the City Centre and currently terminates at the Sainsbury's store, at Pound Lane, which is just to the west of the Norwich – Sheringham railway line.

6.2.18 In addition to the above bus service improvements, the Broadland Gate development will fund and implement the following:

- New bus stops and waiting facilities on Broadland Way just south of the proposed Toucan crossing, as shown on Figure 5. These will be on the route of the existing 17 / 17A services. The phasing of the development itself will be such that it is built out eastwards from Broadland Way, and therefore the early phases of the development will be within a 5 minute walking distance of these bus stops and waiting facilities;
- For the full development, bus stops and waiting facilities will also be provided within the site so that future bus services can be extended through the site to serve the development as appropriate.

6.2.19 The development itself will inevitably make the site more attractive for bus services, and local bus operators have indicated their interest in providing additional services to the site through their discussions with NCC as part of this Travel Plan. Furthermore, there are a number of transport improvements for the Broadland Gate area which would improve the accessibility of the site by public transport. The improvements are planned by Norfolk County Council, Broadland District Council and as part of the on-going expansion of the adjacent Broadland Business Park (Phase 2) and the Brook Farm residential development. The locations of these adjacent development proposals is shown on Figure 1.

6.2.20 A new link road connecting Broadland Way with Plumstead Road East is also required for the proposed Brook Farm residential development, to the north of the adjacent Broadland Business Park. The indicative route, following the Broadland Local Plan safeguarded route under Policy TSA3(d), is shown on Figure 6. From Plumstead Road East, the route will cross the railway line to a new junction on Middle Road, from where it branches south along the alignment of Green Lane. It then connects to Broadland Way to the west of the Broadland Gate development, before running south to the A47 Postwick junction.

6.2.21 This new link road will improve the accessibility of the Broadland Gate site for potential bus services, with those travelling via north Norwich being conveniently able to access the site. This would increase the population of Norwich which is within a 5 minute walk of bus services that access the site from the 19% at the present time for the 17 / 17A service, based on 2001 Census data.

6.2.22 Furthermore, the Brook Farm development, the Broadland Business Park and the proposed Broadland Gate development will significantly enhance the attractiveness of this area as a destination for future bus services, with increased potential patronage.

6.2.23 A new railway station on the Norwich to Sheringham line next to the Broadland Business Park has been a long standing aspiration in the Broadland Local Plan, and land is reserved under Policy TSA3(f). It is a requirement that further development at Broadland Business Park provides the necessary vehicular access to this rail halt, along with a contribution to the station's construction. The potential location is indicated in the Local Plan, and would be about 1km from the north-western corner of the Broadland Gate development site. This is about a 13 minute walk via Cranley Road, so within walking distance as part of a longer overall journey made by train.

6.2.24 The above description of planned transport improvements through the Postwick Hub, the Local Plan and the adjacent Broadland Business Park and Brook Farm development proposals will significantly enhance the walking, cycling and public transport infrastructure available to the Broadland Gate development, therefore improving travel choices to the site by non-car modes.

Car Parking Provision

6.2.25 Car parking provision is a key component of the Travel Plan and a key determining factor in its success in achieving the reduction in the car driver mode share. This is because car trip generation is directly related to car parking provision. Where there are more generous parking allowances, it is likely to be more difficult to make travel alternatives more attractive, such as public transport, car clubs and car sharing. These are 'soft' measures, discussed later in this section.

6.2.26 A careful balance will need to be struck, however, between the need to make other modes of travel more attractive while ensuring that car parking provision contains the parking within the site and does not generate overspill car parking onto adjacent streets or onto footways.

6.2.27 Nevertheless, there is significant scope for the required mode shift, as demonstrated by the experience on the adjacent Broadland Business Park. The Travel Plan Co-ordinator will also investigate the potential for allocating car parking spaces to those for whom non-car access is less practical, for example those living beyond a reasonable walking and cycling distance from the site, and those away from public transport routes.

6.2.28 The agreed car parking will be provided as the scheme is built out, i.e. there will be no excess parking early on, to establish sustainable travel habits from the start.

6.2.29 NCC have raised the issue of staff potentially parking at the Postwick Park and Ride site and walking to Broadland Gate. Mott MacDonald are preparing the design for the proposed relocation, and we have been discussing with them possible measures that the Park and Ride management would utilise to avoid such instances. The Broadland Gate Travel Plan monitoring will be able to identify when this is happening and take reasonable steps to encourage these members of staff to use other modes.

6.3 'SOFT' MEASURES – KEY SERVICES AND FACILITES, MARKETING AND PROMOTION

6.3.1 A number of key services and facilities to complement the location and physical design of the development will also be implemented to further encourage the use of sustainable transport modes. Details of each of the proposed key services are set out in turn below.

Car Sharing and Pool Cars

6.3.2 Car sharing presents an opportunity to reduce the number of vehicles accessing the site, while maintaining the advantages of the private car for those where non-car access is not a viable, or indeed a desirable, option. It is also widely recognised as a sustainable and cost effective option in car trip reduction, and has been utilised successfully in comparable developments.

6.3.3 The Travel Plan will therefore link in with the existing 'Car Share Norfolk' scheme run by Norfolk County Council and Norwich City Council. The scheme would guarantee a ride home if necessary, to overcome concerns that a car sharer may be stuck at work, or if the driver is obliged to leave work early.

6.3.4 Free membership of the car share scheme would also be offered for the first year of employment within the development, to encourage its uptake. It would also be marketed as an asset to the development, providing an extra service that would enhance the attractiveness to potential staff, and ideally would be linked with or be a part of an existing area-wide car sharing scheme such as the Car Share Norfolk scheme mentioned above.

6.3.5 The provision of pool cars for business trips during the day would allow staff to leave their own car at home. The Travel Plan Co-ordinator will therefore explore with Occupiers whether provision of pool cars can be provided. The City Car Club scheme in Norwich could offer a solution to providing pool cars. The Travel Plan Co-ordinator will therefore investigate whether this scheme could be used by Occupiers.

Cycle Schemes

6.3.6 Experience indicates that staff often drive to work because they need to make short journeys during the day to local shops and services. Pool bikes will therefore be made available and their use encouraged for these trips, to reduce reliance on the car.

6.3.7 Bike training could also be made available by NCC, along with a cycle buddies scheme, to help staff overcome any concerns they might have regarding cycling, for example if they have not cycled for a long time.

6.3.8 Occupiers may also wish to consider the provision of cycle loans at favourable rates for employees wishing to begin cycling to work and requiring cycle equipment.

6.3.9 Changing and storage facilities will also be provided by Occupiers.

6.3.10 Each Occupiers' Travel Plan Co-ordinator will identify further measures to promote walking and cycling to the site. These measures could be identified following staff surveys of travel behaviour, attitudes and aspirations, which will be undertaken three months after first occupation for each Occupier.

Public Transport Promotion

6.3.11 A key focus will be on encouraging new or more frequent bus services to the site in addition to the bus improvements described earlier in this section, so the Management Group will endeavour to engage with local bus operators and public transport officers at NCC, the HA and Broadland District Council to seek an increase in the number and frequency of bus services to the site.

6.3.12 To increase the use of existing bus and rail services, the Travel Plan Co-ordinator for each Occupier will also play a primary role in pursuing the following package of public transport measures as part of the Occupier's Travel Plan:

- Promotion of the existing services amongst employees including dissemination of timetable information. This will be part of the Travel Information Pack for employees, which will also include walking and cycling information as noted in Section 6;
- Liaison with public transport operators and the local authority in an attempt to deliver tailor-made timetables and possibly new bus services for the development in addition to those secured by the development itself. This will be particularly important when the Plumstead Road East link road, as shown on Figure 6, is built;
- Liaison with Occupiers to facilitate more flexible working hours for those using public transport wherever possible;
- Liaise with bus operators or Occupiers to investigate the feasibility of public transport fare discounts for staff working at the development, with such measures funded by Occupiers if taken up.

6.3.13 The Management Group will also investigate with bus operators or Occupiers the feasibility of public transport fare discounts for staff working at the Broadland Gate development, for the first month of employment.

Travel Information Pack

6.3.14 Travel Information Packs will be prepared for employees, including details of walking and cycling routes, as well as tips on the health benefits arising from walking and cycling to work. The pack will also include high quality maps of the local area, as well as timetables for bus services. The preparation and dissemination of these will be a key role of the Travel Plan Co-ordinator, and based on experience, would be made available electronically via the website described below, so that it is easy to update.

Travel Website

6.3.15 A website will be set up for the development, which will provide information on the above 'soft' measures for staff and visitors, such as relevant transport travel information and maps of the immediate local area identifying locations of cycle parking and public transport service access points. The website will also be used to inform staff of any new travel initiatives or events organised by the Travel Plan Co-ordinator. The website will also include an electronic version of the Travel Information Pack.

6.3.16 It is essential that the non-car opportunities for travel, identified in the Travel Information Pack, are effectively marketed at new staff from an early stage. The aim would be to promote and establish long term sustainable travel patterns. A new development maximises the potential benefits of such advice, and evidence suggests that people find it much easier to change their travel habits at the same time as making other lifestyle changes, such as moving jobs.

7 Monitoring And Review

7.1 To determine the effectiveness of the Travel Plan, and so that future revisions to it are effective, monitoring and review of the targets, objectives and measures will take place at regular intervals by the Management Group. The Overarching Site Travel Plan will also involve the on-going promotion by the Travel Plan Co-ordinators and the Management Group.

7.2 The primary element of monitoring will be a questionnaire-based survey, which will be completed by staff at regular intervals in order to determine travel patterns to and from the site. This questionnaire could take the basic form as that attached at Appendix D, but could be altered as appropriate to reflect any emerging issues.

7.3 Initial surveys by each Occupier will be undertaken three months after first occupation. Subsequent monitoring will then take place annually, and NCC Travel Plan officers have suggested that this be undertaken in April. These surveys will provide a comparison with the initial survey data, allowing review of the Travel Plan's mode share targets.

7.4 There may be occasions whereby a new Occupier's initial survey would be within two months of the April survey. In this case, so that monitoring is effective, a pragmatic approach is recommended whereby these initial surveys take place in April instead.

7.5 Regular meetings would also be held as part of the Management Group, where the Travel Plan background, objective, measures and progress towards the Travel Plan targets will be fully discussed to maintain progress. The meetings would involve Occupiers' Travel Plan Co-ordinators to allow any queries, suggestions and discussion from those using the site. Meetings will be held after the annual monitoring surveys in April, to discuss any changes or modifications to the Travel Plan as appropriate. This may be due to changes in the transport infrastructure around the site, or due to the changing needs of the Occupiers.

7.6 An initial action plan for implementation of the Travel Plan and its measures is summarised in Table 10 below. This includes indicative levels of funding where appropriate, as agreed between the Developer and NCC where indicated. Information is also taken from the DfT's Essential Guide To Travel Planning (March 2008).

Table 10: Framework Travel Plan Action Plan

Measure	Responsibilities	Timescale	Resource Allocation and Funding
Framework Travel Plan	WSP, Ifield Estates and NCC Travel Plan officers	Agreed for determination of outline planning application	Ifield / NCC / Highways Agency
Travel Plan Co-ordinator	Ifield Estates	Within six months prior to any occupation	Ifield Estates: £40,000 pro-rata annual salary including overheads
Overarching Site Travel Plan	Development's Travel Plan Co-ordinator in liaison with NCC and HA	Within three months of first occupation, then on-going programme of review as new Occupiers occupy site	Development's Travel Plan Co-ordinator in liaison with NCC Travel Plan officers and Occupiers' Travel Plan representatives
Bus shelter on Broadland Way	Ifield Estates in liaison with local bus operator	Within one month prior to first occupation	Ifield / local bus operator, as part of the £2.05m Ifield contribution for sustainable transport measures agreed with NCC
Improved bus services	Ifield in liaison with NCC and local bus operator	To be determined through discussions with local bus operators and NCC	Ifield / local bus operator, as part of the £2.05m Ifield contribution for sustainable transport measures agreed with NCC
Travel surveys of Occupiers	Development's Travel Plan Co-ordinator in liaison with Occupiers and NCC	Initial surveys three months after first occupation (unless close to annual survey), then annual surveys every April for a period of five years	Ifield / Occupiers / NCC; funding from the Occupiers' contribution of £25/employee per year as deemed necessary
Travel information Packs	Development's Travel Plan Co-ordinator	Disseminated to staff not more than one month after occupation, possibly via development website	Ifield Estates and Occupiers; funding from the Occupiers' contribution of £25/employee per year as deemed necessary
Cycle training	Development's Travel Plan Co-ordinator in liaison with Occupiers and NCC	Within 6 months of first occupation, then on-going programme depending on demand and resource	Norfolk County Council cycle training officer; funding from the Occupiers' contribution of £25/employee per year as deemed necessary
Discounts on cycle equipment	Occupiers in liaison with development's Travel Plan Co-ordinator	Within 6 months of first occupation, then on-going programme depending on demand and resource	Occupiers; funding will depend on resource availability, but could sign up to www.cyclescheme.co.uk which offers bikes and cycle equipment tax-free, as part of government's Cycle to Work Initiative
Pool bikes	Occupiers in liaison with development's Travel Plan Co-ordinator	Within 6 months of first occupation, then on-going programme depending on demand and resource	Occupiers; funding will depend on resource availability and demand
Pool Cars	Occupiers in liaison with development's Travel Plan Co-ordinator	Within 6 months of first occupation, then on-going programme depending on demand and resource	Occupiers; funding will depend on resource availability and demand
Public transport fare discounts	Occupiers in liaison with development's Travel Plan Co-ordinator, NCC and bus operators	Within 6 months of first occupation, then on-going programme depending on demand and resource	Occupiers and Norfolk County Council; funding depends on discount public transport operator is willing to offer
Flexibility on working hours / working from home	Occupiers in liaison with development's Travel Plan Co-ordinator	Within 6 months of first occupation, then on-going programme depending on demand and resource	Occupiers; working from home depends on resource availability for necessary ICT infrastructure
Car Sharing	Development's Travel Plan Co-ordinator in liaison with NCC	Access to website available prior to first occupation	Occupiers: up to £100 per Occupier for guaranteed ride home

8 Summary And Commitment

8.1 This Framework Travel Plan has been prepared by WSP for Ifield Estates, to accompany the outline planning application for the Broadland Gate Business Park development, at Postwick, Norwich. The scope and content of this Framework Travel Plan has been discussed with NCC and the Highways Agency.

8.2 With the package of measures described, and the commitment by the Developer to prepare an Overarching Site Travel Plan and legally oblige Occupiers to prepare their own Occupier Travel Plans in agreement with NCC, this Framework Travel Plan's mode share targets are considered realistic and achievable.

8.3 This Travel Plan has been approved by:

Norfolk County Council Officer

Highways Agency Officer

Broadland District Council Officer

Ifield Estates' Travel Plan Co-ordinator

Ifield Estates (as Developer and landlord)

Individual Occupier representatives

Appendices, Figures & Tables

Appendix A Development Framework Plan

Appendix B Plot Of Broadland Business Park Staff Home Postcodes

Appendix C Public Transport Timetables

Appendix D Sample Travel Survey Questionnaire

Figure 1 Detailed Site Location Plan

Figure 2 Wide Area Site Location Plan, Including 2km And 5km Isochrones

Figure 3 Plan Of Existing Bus Stops And Walking And Cycling Infrastructure

Figure 4 Plan Of Public Transport Routes

Figure 5 Plan Of Proposed Walking And Cycling Improvements

Figure 6 Route Of Planned Plumstead Road East Link

APPENDIX 3

"DRAFT PLANNING PERMISSION"

Application Number
20081773

Mr R Barber
Pegasus Planning Group
3 Pioneer Court
Chivers Way
Histon
Cambridge
CB24 9PT

Date Of Decision : 09 December 2009

Development : 1. Outline for a Business Park containing a Commercial Zone of up to 42000 sqm of B1 and B8 uses, a Business Village containing up to 4500 sqm of A1, A2, A3 and A4 uses, a Community Zone containing up to 7500 sqm of C2, C3 (excluding residential dwellings) and D1 uses, a Hotel of up to 7000 sqm and Leisure Facility up to 2100 sqm including C1, A3, A4 and D2 uses and a 1200 sqm Car Showroom, associated infrastructure to include highway works, car parking, landscaping, drainage and other ancillary infrastructure.

2. Application in detail for junction improvements at Postwick Interchange to include new slip roads, link roads, overbridge, landscaping, formation of balancing ponds and drainage.

Location : Land to the East of Broadland Way and to the North of the A47,Postwick

Applicant : Ifield Estates Ltd & Norfolk County Council

Town & Country Planning Act 1990

The Council in pursuance of powers under this Act **GRANTS OUTLINE PLANNING PERMISSION** for the development referred to above in accordance with the submitted plans and application forms subject to the following conditions:-

1 Application for approval of ALL "reserved matters" must be made to the Local Planning Authority not later than the expiration of TEN years beginning with the date of this decision.

The development hereby permitted must be begun in accordance with the "reserved matters" as approved not later than the expiration of TWO years from either, the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last such reserved matter to be approved.

2 Application for the approval of the "reserved matters" for each parcel of

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land or phase of development shall include plans and descriptions of the:

i) details of the layout;
ii) scale of each building proposed
iii) the appearance of all buildings including the precise details of the type and colour of the materials to be used in their construction;
iv) the landscaping of the site.

Approval of these "reserved matters" must be obtained from the local planning authority in writing before any development is commenced and the development shall be carried out in accordance with the details as approved.

3 Prior to the first occupation of any parcel or phase of the business park element of the hereby approved scheme the junction improvements at the Postwick Interchange as shown in the approved document 'Revised Road Alignment' date stamped 20 November 2009 shall be completed and available for public use.

4 Prior to the commencement of development full details of soft landscaping proposals for the hereby approved road scheme/junction improvement shall be submitted to and approved in writing by the Local Planning Authority. These details shall include, as appropriate:

- Planting plants
- Written specifications (including cultivation and other operations associated with plant and grass establishment
- Schedules of plants, noting species planting sizes and proposed numbers/densities where appropriate
- "Implementation timetables

5 Prior to the commencement of development of (i) the hereby approved road scheme/junction improvements and subsequently (ii) any parcel or phase of the business park element as may be submitted through a reserved matters planning application, a schedule of landscape maintenance for a minimum of 5 years shall be submitted to and approved in writing by the Local Planning Authority. The schedule shall include details of the arrangements for its implementation.

6 Concurrently with the detail required to be submitted in respect of Condition 2 the following details shall be submitted to and approved by the Local Planning Authority:

- the layout of the site and any development thereon which shall be

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based upon an accurate survey of the site and to include levels (existing and proposed), gradients, sections in relation to adjoining sites

- an accurate plan showing the position, height and spread and species of all existing trees and hedges within and on the boundaries of the site including measures for their protection during the course of the development of the site

- the landscaping of the site (including any proposed changes to existing ground levels, means of enclosure and boundary treatments, hard surfaced areas and materials, planting plans, specifications and schedules, existing plants to be retained and showing how account has been taken of any underground services).

- the layout of foul sewers and surface water drain

- water efficiency measures.

- the provision, alignment, height materials of all walls, fences and other means of enclosure

- provision to be made for the parking, loading and unloading of vehicles

- the provision to be made for the storage and disposal of refuse

- Details of the siting and design of housing for public utilities (e.g. electricity sub-stations).

7 Prior to the commencement of development of each parcel or phase of the business park element of the approval full details of both hard and soft landscape proposals shall be submitted to and approved by the Local Planning Authority. These details shall include, as appropriate:

- Proposed finished levels or contours

- Means of enclosure

- Car parking layouts

- Other vehicle and pedestrian access and circulation areas

- Hard surfacing materials

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- Minor artifacts and structures (furniture, play equipment, refuse or other storage units, signs, lighting)

- Proposed and existing functional services above and below ground e.g. drainage, power communications cables, pipelines, etc, indicating lines, manholes, supports etc)

- Retained historic landscape features and proposals for restoration, where relevant.

Soft landscape details shall include:

- Planting plants

- Written specifications (including cultivation and other operations associated with plant and grass establishment

- Schedules of plants, noting species planting sizes and proposed numbers/densities where appropriate

- Implementation timetables

8 The development hereby permitted shall not be carried out otherwise than in accordance with the following plans and documents:

- 2534-PL-002 N (20 November 2009)

- Arboricultural Assessment (8 January 2009)

- Framework Travel Plan (20 November 2009)

- Site Waste Management Plan (8 January 2009)

- Revised Road Alignment document (20 November 2009)

9 Any building constructed on site shall not exceed or change from the quantum of development set out in part 1 of the description of this application and as shown on approved plan 2534-PL-002 N. For clarification this quantum is:

- 42000sqm of B1 and B8 uses

- a Business Village containing up to 4500sqm of A1, A2, A3 and A4 uses

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- a community zone comprising up to 7,500sqm of C2, C3 (excluding residential dwellings) and D1 uses
- a Hotel of up to 7000sqm (C1)
- leisure Facility up to 2100sqm including C1, A3, A4 and D2 uses
- 1200sqm of car showroom (Sui Generis)

The premises shall be used for the above mentioned purposes and for no other purpose once built (including any other purpose in the same Class of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

10 The A1 element of the business park use shall not exceed 2400sqm and no individual Class A1 retail unit for the sale of comparison goods (as identified in the Schedule to the Town and Country Planning (Use Classes) Order 1987) shall exceed 500sqm.

11 The heights of buildings on the site shall be no higher than those shown in the 'Illustrative Massing Plan' Design and Access Statement, which was submitted in support of this planning approval. No building as may be proposed by the submission of reserved matters planning applications shall exceed the 20m height shown for the hotel building.

12 Prior to the commencement of the business park element of the development hereby permitted full details (in the form of scaled plans and/or written specifications) shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority to illustrate the following:

i) Roads, footways, cycleways, foul and on-site water drainage
ii) Roads and footway
iii) Foul and surface water drainage
iv) Visibility splays
v) Access arrangements
vi) Parking provision in accordance with adopted standard
vii) Loading areas
viii) Turning areas

13 No works shall commence on site until a detailed scheme for the highway improvement works as indicated on Drawings numbered R1C093-R1-2000E and R1C093-R1-2011B have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.

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14 Prior to the first occupation of the business park element of the development hereby permitted the highway improvements shall be completed and open for public use so far as they are required to gain access to that development to the written satisfaction of the Local Planning Authority in consultation with the Highway Authority

15 No works shall commence on site until the details of Wheel Cleaning facilities for construction vehicles have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. For the duration of the construction period all traffic associated with the construction of the development permitted shall use the approved wheel cleaning facilities as maybe approved.

16 No development shall take place within the site until the applicant, or their agents or successors in title, has:

a) caused to be implemented a programme of archaeological evaluation in accordance with a first written scheme of investigation which has been submitted to and approved in writing by the local planning authority; and next
b) submitted the results of the archaeological evaluation to the local authority; and next
c) secured the implementation of a programme of archaeological mitigatory work in accordance with a second written scheme of investigation which has been submitted to and approved in writing by the local planning authority.

17 Concurrently with the submission of the "reserved matters" required by Condition 1 above a desk study (A) must be submitted to the Local Planning Authority in line with current good practice guidance. The report must include a conceptual site model and risk assessment to determine whether there is a potentially significant risk of contamination that requires further assessment.

Based on the findings of the desk study a site investigation and detailed risk assessment (B) must be completed to assess the nature and extent of any contamination on the site, whether or not it originated on the site.

The report must include:
(1) A survey of the extent, scale and nature of contamination
(2) An assessment of the potential risks to; human health, property (existing or proposed) including buildings, crops, livestock, pets, woodland, service lines and pipes, adjoining land, groundwaters and surface waters, ecological systems, archaeological sites and ancient monuments.

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The report must also include a revised and updated conceptual site model and detailed risk assessment. There must be an appraisal of the remedial options, and proposal of the preferred remedial 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' and other accepted good practice guidance.

Based on the findings of the site investigation a detailed remediation method statement (C) must be submitted for approval in writing by the Local Planning Authority. Remediation must bring the site to a condition suitable for the intended use by removing or mitigating unacceptable risks to the identified receptors. The method statement must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site cannot be determined as Contaminated Land as defined under Part 2A of the Environmental Protection Act 1990. The Local Planning Authority must be given a minimum of two weeks written notification of the commencement of the remediation scheme works.

Following the completion of the remedial measures identified in the approved remediation method statement a verification report (D) (also called a validation report) that scientifically and technically demonstrates the effectiveness and success of the remediation scheme must be produced. Where remediation has not been successful further work will be required.

In the event that previously unidentified contamination (E) is found during the development, it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken as set out above and where remediation is necessary a remediation method statement and post remedial validation testing must be produced and approved in accordance with Condition the above.

18 Prior to the commencement of any parcel or phase of development a scheme for the provision of fire hydrants as maybe required shall be submitted to and approved in writing by the Local Planning Authority in consultation with Norfolk County Council.

19 Prior to the commencement of each parcel or phase of development (including the road scheme), full details of any external lighting to be erected on site shall be submitted to and approved by the Local Planning Authority. The equipment shall be installed, operated and maintained in accordance with the approved plans.

20 Details of energy efficient design and the construction of on-site

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equipment to secure at least 10% of the development's energy from decentralised and renewable or low-carbon sources shall be submitted to and approved by the Local Planning Authority prior to commencement of the development. The details as approved shall be completed prior to the first occupation of any part of the development hereby permitted and thereafter shall be maintained.

21 All existing trees, shrubs, and other natural features not scheduled for removal shall be fully safeguarded during the course of the site works and building operations (see BS5837 : 2005 - Trees in relation to construction). No works shall commence on site until all trees, shrubs, or features to be protected are fenced along a line to be agreed with the Local Planning Authority in accordance with Figure 2 of the above BS standard.

Such fencing shall be maintained during the course of the works on site. No unauthorised access or placement of goods, fuels or chemicals, soil or other materials shall take place inside the fenced area.

The reasons for the conditions are:-

1 The time limit condition is imposed in compliance with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2 The application is submitted in Outline form only and the reserved matters are required to be submitted in accordance with the requirements of Article 3 of the Town and Country Planning (General Development Procedure) Order 1995.

3 To ensure that the highway network is adequate to cater for the development proposed in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.

4 To ensure the provision of amenity (including noise levels and visual amenity) afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan (Replacement) 2006.

5 To ensure the provision of amenity (including noise levels and visual amenity) afforded by the proper maintenance of existing and/or new landscape features in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan (Replacement) 2006.

6 To ensure the satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.

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7 To ensure the provision of amenity (including noise levels and visual amenity) afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan (Replacement) 2006.

8 For the avoidance of doubt and to ensure the satisfactory development of the site in accordance with the specified approved plans and documents.

9 To ensure that the highway network, utilities, services and social infrastructure are adequate to cater for the development proposed in accordance with Policy GS4 of the Broadland District Local Plan (Replacement) 2006.

10 To ensure that the Class A uses are ancillary to the development in accordance with the provision of Planning Policy Statement 6.

11 In the interests of visual amenity in accordance with the criteria specified within Policy GS3 of the Broadland District Local Plan (Replacement) 2006.

12 For the avoidance of doubt as the details are not included within the current submission and to enable the Local Planning Authority to retain control of the above aspects of the proposal, to ensure an appropriate development for the site as required by policies GS3, GS4 and CS2 of the Broadland Local Plan (Replacement) 2006.

13 To ensure that the highway improvement works are designed to an appropriate standard in the interest of highway safety and to protect the environment of the local highway corridor.

14 To ensure that the highway network is adequate to cater for the development proposed.

15 To prevent extraneous material being deposited on the highway.

16 To enable the County Archaeologist to keep a watching brief on the site in accordance with Policy ENV18 of the Broadland District Local Plan (Replacement) 2006.

17 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 in accordance with

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policy GS3 of the Broadland District Local Plan (Replacement) 2006.

18 To ensure that the development is adequately served by fire hydrants in the event of a fire.

19 To ensure the proper development of the site without prejudice to the amenities of the area, and in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.

20 To ensure the development complies with the carbon dioxide emissions and energy performance requirements of Policy ENG1 of the East of England Plan.

21 To ensure that trees, shrubs and other natural features to be retained are adequately protected from damage to health and stability throughout the construction period in the interest of amenity in accordance with Policies GS3, ENV4 and ENV5 of the Broadland District Local Plan (Replacement) 2006.

The reasons for the decision are:-

This application has been considered against the Development Plan for the area, this being the East of England Plan and the Broadland District Local Plan (Replacement). The policies particularly relevant to the determination of this application are SS1, NR1, ENV7, E1, E2, E3 and ENG1 of the East of England Plan and GS1, GS3, GS4, ENV2, ENV3, ENV4, ENV8, ENV20, TRA2, TRA3, TRA4, TRA5, TRA7, TRA8, TRA11, TRA12, TRA14, TRA17, EMP6, and CS2 of the Broadland District Local Plan (Replacement).

Policy SS1 of the East of England Plan seeks to ensure that new development is sustainable. Policy ENV7 states that new development should be of a high quality which complements the distinctive character and best qualities of the local area. Policy NR1 is the Norwich specific policy and, amongst other things, states areas employment growth should be focused, in part, at Thorpe St Andrew, ie at the business park. Policies E1, E2 and E3 relate to employment and identify specific number of jobs that should be provided in the area, the types of locations the jobs should be in and the region wide locations for growth. Policy ENG1 seeks to ensure that developments of 1000 square metres of non-residential floor space or more should secure at least 10% of their energy from decentralised, renewable and low carbon sources unless this is not feasible or viable.

Policy GS1 New development will only be accommodated within the settlement limits for the Norwich fringe parishes, market towns and villages. Outside these limits, development proposals will not be permitted unless they comply with a specific allocation and/or policy of the Plan.

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Policies GS3 and ENV2 only permit development where there would be no unacceptable effects upon the character and appearance of the surrounding area and where consideration has been given to the layout and design of any development proposal.

Policy GS4 seeks to ensure that development is permitted only where there are utilities, services and social infrastructure or if not that they will be at appropriate stages in the implementation of the development.

Policies ENV3 and ENV4 require developers to make arrangements for maintenance of landscaped areas, existing trees and planting.

Policy ENV8 seeks to ensure that areas of landscape value are retained and development that is permitted does not detract from their character, scenic quality or visual benefit to the area.

Policy ENV20 seeks to ensure that archaeological issues are fully looked at in the planning process.

Policies TRA2 and TRA3 are prescriptive and require that a transport assessment and travel plan (respectively) are required to be submitted with major planning proposals that may significant impacts on the area in which they are proposed form a transport point of view.

Policies TRA4, TRA5 and TRA7 seek to ensure that adequate provision is made for walking, cycling and public transport (respectively) in development proposals.

Policy TRA8 states that the parking provided in relation to a particular development will reflect the use, location and accessibility by non-car modes. Parking and manoeuvring space must be provided in accordance with the Council's adopted standards.

Policy TRA11 states that planning permission requiring a new access onto or off the A47 will only be granted where it provides a junction with other main roads or access to service areas, maintenance compounds and other major transport infrastructure facilities.
Policy TRA12 states that planning permission requiring new access onto or off other principal routes will only be granted where it supports integrates transport and sustainable development objectives.

Policy TRA14 states that development will not be permitted where it would endanger highway safety or the satisfactory functioning of the local highway network.

Policy TRA17 seeks to ensure that new or improved highways incorporate appropriate landscaping and that native species will be used where possible.

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Policy EMP6 states that outside settlement limits new employment activity will be permitted where it is adequately demonstrated that an overriding need for a countryside location exists.

Policy CS2 states that Sustainable Drainage Systems (SUDS) should be used for dealing with water on development sites, where appropriate.

Every effort has been made to minimise the impact of the development on the residents that will remain in the middle of the site. Furthermore the Local Planning Authority will use the reserved matters stage(s) to ensure that the business park is built out in a manner that is sympathetic to their needs.

In strategic terms the application site would seem to be a reasonable and logical way of providing for an expansion of the business park. Therefore, in principle, a business park use on the application site can be seen as being in accordance with the policies in the Regional Spatial Strategy, and therefore, not contrary to the Development Plan.

Furthermore, the improvements to the Postwick junction are necessary for the expansion to the business park proposed under the outline element of this application. More importantly, however, the improvements are required to ensure that development in the north east sector, as part of the Greater Norwich Growth identified in the Regional Spatial Strategy, can proceed.

The third party representations made in relation to this application, although lengthy, can be summarised as the development being contrary to the policies contained in the Local Plan, that there are flaws in the supporting Transport Assessment, that there is a lack of need for the development and that it will have a detrimental impact on residential amenity. These matters have been fully addressed by the applicant through revisions to documents such as the Transport Assessment and subsequently in this report. On balance it is considered that this application is acceptable in planning terms.

Therefore the application complies with policies SS1, NR1, ENV7, E1, E2, E3 and ENG1 of the East of England Plan and GS1, GS3, GS4, ENV2, ENV3, ENV4, ENV8, ENV20, TRA2, TRA3, TRA4, TRA5, TRA7, TRA8, TRA11, TRA12, TRA14, TRA17, EMP6, and CS2 of the Broadland District Local Plan (Replacement).

Informatives:-

1. If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice on this point can be obtained from the

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Building Control Section of the Planning and Community Services Directorate.

2. The development involves work to the public highway that will require the approval of the County Council as Highway Authority. It is an OFFENCE to carry out any works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority. Please not that it is the applicants' responsibility to ensure that, in addition to planning permission, any necessary consents or approvals under the Highways Act 1980 and the New Roads and Street Works Act 1991 are also obtained from the County Council. Advice on this matter can be obtained from the County Council's development control officer based at Thorpe Lodge in Norwich - Tel. 01603 430596

3. Public utility apparatus may be affected by this proposal and contact should be made with the appropriate utility service to reach agreement on the necessary alterations, which have to be carried out at the expense of the developer.

4. The applicant is advised that the design of any areas of lagoons or ponds must be notified to NIA prior to grant of subjective planning permission and agreement reached with NIA regarding the design, size and location of such lagoons and ponds as may be necessary.

IMPORTANT – PLEASE READ CAREFULLY THE NOTES BELOW AS FAILURE TO COMPLY COULD MAKE THE DEVELOPMENT HEREBY PERMITTED UNAUTHORISED

1. This planning permission is granted in strict accordance with the approved plans. It should be noted that:

    a. Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, is likely to constitute unauthorised development and may be liable to enforcement action.

    b. You or your agent or any other person responsible for implementing this permission should inform the Development Control Section immediately of any proposed variation from the approved plans and ask to be advised to the best method to resolve the matter. Proposals for variation to the approved plans will usually require the submission of a new planning application.

2. This permission is granted subject to conditions and it is the owner and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.

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3. If there is a condition in the permission that requires work to be carried out or details to be approved prior to the commencement of the development, this is called a "condition precedent". The following should be noted with regards to condition precedents:

   a. If a condition precedent is not complied with, the whole of the development may be unauthorised and you may be liable to enforcement action.

   If any other type of condition is breached then you could be liable to a breach of condition notice.

Signed

Mr P Courtier
Head Of Development Management & Conservation
Broadland District Council, Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU