

DATED

10 March

2026

(1) SOUTH DERBYSHIRE DISTRICT COUNCIL

-and-

(2) DERBYSHIRE COUNTY COUNCIL

-and-

(3) DOVE VALLEY PARK LIMITED

-and-

(4) ROYAL BANK OF SCOTLAND PLC

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**SECTION 106 AGREEMENT**

**TOWN AND COUNTRY PLANNING ACT 1990**

**Relating to land to the east of Dove Valley Park, Park Avenue, Foston, Derby**

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THIS DEED IS MADE ON

10 March

2026

**BETWEEN:**

- (1) **SOUTH DERBYSHIRE DISTRICT COUNCIL** of Civic Offices, Civic Way, Swadlincote, Derbyshire DE11 0AH ("**Council**"); and
- (2) **DERBYSHIRE COUNTY COUNCIL** of County Hall, Matlock, Derbyshire DE4 3AG ("**County Council**"); and
- (3) **DOVE VALLEY PARK LIMITED** (Company number 02672681) whose registered office is Ednaston Park Painters Lane, Ednaston, Ashbourne, Derbyshire, England, DE6 3FA ("**the Owner**"); and
- (4) **ROYAL BANK OF SCOTLAND PLC** (registered in Scotland No 90312) whose registered address is 36 St Andrew Square, Edinburgh EH2 2YB and whose address for service is Credit Documentation, 1 Spinningfields Square, Manchester M3 3AP ("**the Mortgagee**")

**INTRODUCTION**

- A The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- B The County Council is the county planning authority for the purposes of Section 106 of the Act and the local highway authority for the area within which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- C The Owner is the freehold owner of the Site registered at HM Land Registry under Title Numbers DY101061, DY428314, DY329952 and DY252616 and the freehold owner of the Biodiversity Net Gain Land registered at HM Land Registry under Title Number DY398347 free from encumbrances that would prevent the Owner entering into this Deed.
- D The Mortgagee has a charge dated 15 June 1995 over such parts of the Site registered at HM Land Registry under Title Number DY252616, dated 16<sup>th</sup> January 2009 over such parts of the Site registered at HM Land Registry under Title Number DY329952 and dated 16<sup>th</sup> January 2009 over such part of the Biodiversity Net Gain Land registered at HM Land Registry under Title Number DY398347.
- E The Owner has submitted the Application to the Council and is proposed to carry out the Development in respect of the Site.
- F The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

## 1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

|                                      |                                                                                                                                                                                                                                                                                                                                                                      |
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| <b>“Act”</b>                         | means the Town and Country Planning Act 1990 (as amended);                                                                                                                                                                                                                                                                                                           |
| <b>“Application”</b>                 | means the application for planning permission for the Development validated by the Council on 28 November 2025 and allocated reference number DMPA/2025/1570;                                                                                                                                                                                                        |
| <b>“Biodiversity Metric”</b>         | means the recognised biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain;                                                                                             |
| <b>“Biodiversity Net Gain”</b>       | means an increase or enhancement in biodiversity value (measured using the Biodiversity Metric) that is required by the Planning Permission to achieve the biodiversity net gain requirements applicable under the Act, the Environment Act 2021 and any relevant or successor policies;                                                                             |
| <b>“Biodiversity Net Gain Land”</b>  | means the area of land shown edged red on Plan 2;                                                                                                                                                                                                                                                                                                                    |
| <b>“Biodiversity Units”</b>          | means the product of the size of an area of the Site and/or the Biodiversity Net Gain Land and the distinctiveness and condition of the habitat it comprises (expressed as an area habitat biodiversity unit and/or a hedgerow biodiversity unit and/or a watercourse biodiversity unit), to provide a measure of ecological value based on the Biodiversity Metric; |
| <b>“Biodiversity Monitoring Fee”</b> | means the sum of £6,420.83 (Six Thousand Four Hundred and Twenty Pounds and Eighty Three Pence) to be paid to the Council for the costs incurred by the Council in monitoring the Biodiversity Net Gain obligations within this Deed;                                                                                                                                |
| <b>“Breach Notice”</b>               | means a notice which may be served by the Council upon the Owner pursuant to paragraph 4 of Schedule 6 which sets out the nature of the breach, the steps the Council considers are necessary to remedy the                                                                                                                                                          |

breach and a reasonable timescale to carry out these steps;

**“Bus Service”**

means a bus service between Dove Valley Park and Derby each day (save for Christmas Day, Boxing Day and New Years Day), the route and stops of which shall be agreed with the Council and County Council in writing, and the timing of which accommodates the following shift patterns: 6am – 2pm, 2pm – 10pm and 10pm – 6am, or such alternative days or timings as shall be agreed with the Council and County Council in writing;

**“Bus Service Marketing”**

means a marketing plan for the Bus Service comprising hard copies of leaflets to be delivered to the businesses within Dove Valley Park, posters put up within Dove Valley Park, electronic leaflets to be emailed to the businesses within Dove Valley Park with a request that these are circulated to all of their employees and detailed within recruitment advertising;

**“Commencement of Development”**

means the earliest date on which any material operation (as defined in Section 56(4) of the Act which includes, for the avoidance of doubt, any material change of use) forming part of the Development begins to be carried out but does not include (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and for the avoidance of doubt and **“Commence Development”** shall be construed accordingly;

**“Council’s Monitoring Fee”**

means the sum of £2,000 (Two Thousand Pounds) to be paid to the Council for the costs incurred in monitoring compliance with the terms of this Deed;

**“County Council’s Monitoring Fee”**

means the sum of £154 (One Hundred and Fifty Four Pounds) to be paid to the County Council for the costs incurred in monitoring compliance with the terms of this Deed;

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Development”</b>                      | means the erection of 2no buildings in B2/B8 and ancillary E(g) uses, associated infrastructure, service yards, landscaping, and a structural landscape buffer at land to the east of Dove Valley Park and the erection of an innovation centre in sui generis use at Plot 2 within Dove Valley Park as set out in the Application;                                                                                                                                                                                                                                                                                                                                                       |
| <b>“District”</b>                         | means the administrative area of the Council;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Footpath”</b>                         | means the new public right of way linking the existing footpath Foston and Scropton (FP9) and Heath Top substantially in the location as shown in orange on Plan 3;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Force Majeure Event”</b>              | means any circumstances which are not within the reasonable control of the Owner comprising an Act of God such as a drought, flood, fire, earthquake or other natural disaster;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>“Forestry Management Plan”</b>         | means a plan setting out the ongoing management and maintenance of Penny Waste Wood                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Index”</b>                            | means the All Items Index of Retail Prices issued by the Office for National Statistics or in the event of discontinuance any replacement thereof or such alternative index as may be proposed by the Owner and agreed in writing by the Council;                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Innovation Centre”</b>                | means that part of the Development to be provided on the area of the Site as shown edged red on Plan 4;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Inspection and Monitoring Report”</b> | means a report to be completed which will provide an accurate and up to date statement in respect of the operation and effectiveness of the On-Site Habitat Monitoring and Management Plan and the Off-Site Habitat Monitoring and Management Plan (as the case may be) since the previous inspection and monitoring report, any remedies or measures required to meet the requirements of the On-Site Habitat Monitoring and Management Plan and the Off-Site Habitat Monitoring and Management Plan (as the case may be) and any proposed revisions to the On-Site Habitat Monitoring and Management Plan and the Off-Site Habitat Monitoring and Management Plan (as the case may be); |

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Interest”</b>                                        | means interest at four (4) per cent above the base lending rate of Barclays Bank Plc from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Management Company”</b>                              | means Dove Valley Park Limited (company registration number 02672681) whose registered office is Ednaston Park Painters Lane, Ednaston, Ashbourne, Derbyshire, England, DE6 3FA, or such alternative management company as shall be agreed with the Council in writing;                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Net Gain Register”</b>                               | means the biodiversity net gain register established and maintained by Natural England in accordance with the Biodiversity Gain Site Register Regulations 2024;                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Occupation” “Occupy” and “Occupied”</b>              | means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;                                                                                                                                                                                                                                                                                                                                                                     |
| <b>“Off-Site Completion Notice”</b>                      | means a notice served by the Owner pursuant to paragraph 4 of Part 2, Schedule 5 which confirms that the Off-Site Habitat Creation and Enhancement Works have been completed and Biodiversity Net Gain Land is being maintained and managed in accordance with the Off-Site Habitat Monitoring and Management Plan;                                                                                                                                                                                                                                                                                                              |
| <b>“Off-Site Habitat Creation and Enhancement Works”</b> | means those works set out in the Off-Site Habitat Monitoring and Management Plan which are required to be carried out in order to create and/or enhance the Biodiversity Net Gain Land or the relevant parts thereof suitable for the provision of the Biodiversity Units;                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Off-Site Habitat Monitoring and Management Plan”</b> | means the management and maintenance plan for Biodiversity Net Gain Land, details of its provision; any works which are required to be carried out in order to create and/or enhance the Biodiversity Net Gain Land to provide the Biodiversity Units and a timetable for such works, a programme for the management and maintenance for not less than thirty years; the methodology format of the Inspection and Monitoring Reports to be provided to the Council together with access and inspection arrangements to facilitate such monitoring and any subsequent amendments and revisions to the Off-Site Habitat Monitoring |

and Management Plan which may be agreed in writing by the Parties;

**“On-Site Completion Notice”**

means a notice served by the Owner pursuant to paragraph 3 of Part 1, Schedule 5 which confirms that the On-Site Habitat Creation and Enhancement Works have been completed and the relevant areas of the Site are being maintained and managed in accordance with the On-Site Habitat Monitoring and Management Plan;

**“On-Site Habitat Creation and Enhancement Works”**

means those works set out in the On-Site Habitat Monitoring and Management Plan which are required to be carried out in order to create and/or enhance the relevant areas of the Site suitable for the provision of the Biodiversity Units;

**“On-Site Habitat Monitoring and Management Plan”**

means the management and maintenance plan for the relevant areas of the Site which will provide Biodiversity Net Gain, details of its provision; any works which are required to be carried out in order create and/or enhance the relevant areas of the Site to provide the Biodiversity Units and a timetable for such works, a programme for the management and maintenance for not less than thirty years; the methodology format of the Inspection and Monitoring Reports to be provided to the Council together with access and inspection arrangements to facilitate such monitoring and any subsequent amendments and revisions to the On-Site Habitat Monitoring and Management Plan which may be agreed in writing by the Parties;

**“Plan 1”**

means the plan attached to this Deed at the Eighth Schedule labelled “Plan 1”;

**“Plan 2”**

means the plan attached to this Deed at the Eighth Schedule labelled “Plan 2”;

**“Plan 3”**

means the plan attached to this Deed at the Eighth Schedule labelled “Plan 3”;

**“Plan 4”**

means the plan attached to this Deed at the Eighth Schedule labelled “Plan 4”;

**“Planning Permission”**

means the planning permission subject to conditions to be granted by the Council pursuant to the Application;

**“Practical Completion”**

completion in all material respects and the issue of a certificate of practical completion by

the Owner's Architect or engineer as the case may be that certifies that the Innovation Centre or the Units so certified has been completed so that it can be used for the purpose for which it was designed and "Practically Complete" shall be construed accordingly

|                                           |                                                                                                                                                                                                                                                                  |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Site"</b>                             | means the freehold property benefited by the Planning Permission comprising the land and buildings as described in the First Schedule and shown edged red on Plan 1;                                                                                             |
| <b>"Travel Plan"</b>                      | means the travel plan attached to this Deed at Appendix 1;                                                                                                                                                                                                       |
| <b>"Travel Plan Monitoring Fee"</b>       | means a financial contribution of £10,000 (Ten Thousand Pounds) to be paid to the County Council and used towards monitoring the Travel Plan;                                                                                                                    |
| <b>"Translocated Tree Monitoring Fee"</b> | means the sum of £3,379.09 (Three Thousand Three Hundred and Seventy Nine Pounds and Nine Pence) to be paid to the Council and used towards the Council's costs in monitoring the translocation of Tree T18 pursuant to condition 11 of the Planning Permission; |
| <b>"Units"</b>                            | means the commercial and/or employment units to be provided on the Site pursuant to the Planning Permission (and for the avoidance of doubt this excludes the Innovation Centre);                                                                                |
| <b>"Working Day(s)"</b>                   | means Mondays to Fridays (excluding days that in England and Wales are public holidays or on which the Council's offices are closed) inclusive.                                                                                                                  |

## **2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, Schedule, paragraph or Appendix such reference (unless the context otherwise requires) is a reference to a clause, Schedule, paragraph or Appendix in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as being interchangeable in that manner.

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act of Parliament or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council any successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect the construction of this Deed.

### **3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and County Council as local planning authorities against the Owner and their successors in title in respect of their interests in the Site and the Biodiversity Net Gain Land.

### **4. CONDITIONALITY**

This Deed is conditional upon:

- 4.1 the grant of the Planning Permission; and
- 4.2 the Commencement of Development

save for the provisions of clauses 7, 8, 9, 10, 16 and 17 inclusive all of which shall come into effect immediately upon completion of this Deed.

### **5. OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council to comply with the obligations set out in the Second Schedule, Fourth Schedule and the Fifth Schedule of this Deed.
- 5.2 The Owner covenants with the Council and the County Council to comply with the respective obligations set out in the Third Schedule and the Fourth Schedule of this Deed.

### **6. COUNCIL'S AND COUNTY COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owners as set out in the Sixth Schedule of this Deed.

- 6.2 The County Council covenants with the Owners as set out in the Seventh Schedule of this Deed.

## **7. MISCELLANEOUS**

- 7.1 The Owner shall pay to the Council and the County Council on or before completion of this Deed the legal costs of the Council and the County Council respectively incurred in the preparation, negotiation and execution of this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Following the performance and satisfaction of all the obligations contained in this Deed to the satisfaction of the Council, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed and where a Owner submits a written request to the Council seeking confirmation that any or all of the obligations have been paid or otherwise performed the Council shall provide to the Owner a written certificate to that effect without prejudice to the duty of the Owner to continue to observe and perform any ongoing obligations.
- 7.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed such agreement, approval, consent certificate or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Planning Services Manager (or successor title as the case may be) and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party and if the Owner shall in its absolute discretion elect to treat the withholding of any such agreement approval consent or expression of satisfaction as a dispute referable by the Owner for resolution pursuant to clause 14 any decision of an expert in favour of the Owner shall be deemed to be an agreement approval consent certificate or expression of satisfaction in respect of the subject matter submitted by the Owner to the Council or the County Council for the purposes of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure (save in respect of an application pursuant to Section 96A of the Act) or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after parting with their interest in the Site or the part thereof or the Biodiversity Net Gain Land or part thereof in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.9 This Deed shall not be enforceable against:
- (a) any statutory undertaker holding an estate or interest in the Site or part of the Site solely for the purposes of its undertaking nor against plant equipment conduits or structures located there for its operational purposes; nor
  - (b) any statutory undertaker holding an estate or interest in the Biodiversity Net Gain Land or part of the Biodiversity Net Gain Land solely for the purposes of its undertaking nor against plant equipment conduits or structures located there for its operational purposes; nor
  - (c) any mortgagee chargee or any receiver appointed by such a mortgagee or chargee or any person deriving title through such a mortgagee chargee or any receiver unless and until it takes possession of the Site (or any part thereof) or the Biodiversity Net Gain Land (or part thereof) in which case it will be bound by the obligations in this Deed as if it were a person deriving title from the owner; nor
  - (d) anyone whose only interest in the Site or the Biodiversity Net Gain Land is in the nature of the benefit of an easement or covenant; nor
  - (e) any owner or owner-occupier or tenant of any individual Unit nor against any person deriving title from them.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site or the Biodiversity Net Gain Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed nor shall any sum be payable pursuant to this Deed in respect of any development carried out pursuant to such other planning permission.
- 7.11 This Deed constitutes the entire agreement between the parties in respect of the Planning Permission.
- 7.12 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council or County Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.
- 7.13 It is agreed that the obligations contained in this Deed are:
- (a) necessary to make the Development acceptable in planning terms;
  - (b) directly related to the Development; and
  - (c) fairly and reasonably related in scale and kind to the Development.
- 7.14 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted (whether or not on appeal) in respect of the application (and the Council is satisfied that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Deed shall also be to the new planning permission granted pursuant to Section 73 of the Act and this Deed shall apply to and remain in full force in respect of that new planning

permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

## **8. MONITORING FEES**

- 8.1 The Owner shall not Commence Development until they have paid the Council's Monitoring Fee to the Council.
- 8.2 The Owner shall not Commence Development until they have paid the County Council's Monitoring Fee to the County Council.
- 8.3 The Owner shall pay the Council's Monitoring Fee to the Council 10 Working Days prior to the Commencement of Development.
- 8.4 The Owner shall pay the County Council's Monitoring Fee to the County Council 10 Working Days prior to the Commencement of Development.

## **9. WAIVER**

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

## **10. CHANGE IN OWNERSHIP AND MONITORING**

- 10.1 The Owner warrants to the Council that there are no other parties with any material interest in the Site or the Biodiversity Net Gain Land other than the Owner that would prevent the Owner from entering into and complying with this Deed.
- 10.2 The Owner agrees with the Council and the County Council to give the Council and County Council within 10 Working Days written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged other than a change arising from a disposal of any part of the Site to a person against whom this Deed is not enforceable pursuant to Clause 7.9 such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.
- 10.3 The Owner shall give the Council and County Council 5 Working Days written notice of the following events:
  - (a) Ten Working Days prior to Commencement of Development; and
  - (b) Ten Working Days prior to the first Occupation of any of the Units.

## **11. INTEREST**

If any sum due under this Deed is paid late, Interest will be payable from the date payment was due to the date of payment.

## **12. INDEXATION**

Any sum referred to in the Schedules to this Deed shall be increased by an amount equivalent to the percentage (if any) by which the Index shall have increased between the date of this Deed and the date on which such sum is payable.

## **13. VAT**

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

## **14. DISPUTE RESOLUTION**

14.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute, such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days after the conclusion of any hearing that takes place or 20 Working Days after he has received any file or written representation.

14.4 The expert shall be required to give notice to each of the parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other party shall be entitled to make a counter-written submission within a further 10 Working Days.

## **15. COMMUNITY INFRASTRUCTURE LEVY**

If after the date of this Deed there shall be enacted any "tax" related to the grant of planning permission (whether the community infrastructure levy or otherwise) and the terms of such tax mean that any obligations under this Deed or under any condition attached to the Planning Permission change or that the Owner must pay a sum to any person (whether HM Government or to the Council or otherwise) which would duplicate, add to or overlap with any

obligation of a party under this Deed then the parties agree that the terms of this Deed may at the election of the party affected be modified to such extent (if any) as is necessary to ensure that the party affected shall not be required to contribute (whether by financial contribution or works in kind or both) more than once (in whole or in part) for any item of infrastructure or matter.

**16. MORTGAGEE CONSENT**

- 16.1 The Mortgagee consents to the Owner entering into this Deed to bind the Site and the Biodiversity Net Gain Land.
- 16.2 The Mortgagee shall have no liability under this Deed unless and until it is in possession of all or any part of the Site or all or any part of the Biodiversity Net Gain Land, in which case it shall be liable for the covenants and obligations as if it were a person deriving title from the Owner.

**17. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

**18. DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

## **SCHEDULE 1 DESCRIPTION OF THE SITE**

All that freehold property comprising the Land to the east of Dove Valley Park, Park Avenue, Foston, Derby as shown edged red on Plan 1 against which, subject to the provisions herein, this Deed may be enforced.

## **SCHEDULE 2 COVENANTS TO THE COUNCIL**

The Owner covenants with the Council as follows:

### **PART 1 – INNOVATION CENTRE**

1. To commence the development of the Innovation Centre prior to completion of 50% of the shell and core of the Units (and for the avoidance of doubt this includes all of the Units to be built pursuant to the Planning Permission).
2. Not to complete more than 50% of the shell and core of the Units until development of the Innovation Centre has commenced.
3. To Practically Complete the Innovation Centre prior to Practical Completion any of the Units (and for the avoidance of doubt this includes all of the Units to be built pursuant to the Planning Permission).
4. Not to Practically Complete any of the Units until the Innovation Centre has been Practically Completed.
5. To make the Innovation Centre available for use by colleges and further education providers, and other users prior to first Occupation of the Units (and for the avoidance of doubt this includes all of the Units to be built pursuant to the Planning Permission).
6. To procure that the Innovation Centre is transferred to the Management Company within two months of Practical Completion of the Innovation Centre and procure that the Management Company is responsible for the management and maintenance of the Innovation Centre.

### **PART 2 – FOOTPATH**

1. Within six months of completion of the Development, or prior to first Occupation of any of the Units (whichever is the earliest) to provide the Footpath and make it available for use in perpetuity by the general public.
2. Within one month of the Footpath being completed and available for use, to offer to transfer the Footpath to Church Broughton Parish Council for £1.
3. If Church Broughton Parish Council accepts the offer to transfer the Footpath made pursuant to paragraph 2, Part 2 of this Schedule 2, to transfer the Footpath to Church Broughton Parish Council within two months of the date the offer to transfer was accepted by them.
4. To procure that the Management Company manage and maintain the Footpath as a public right of way in perpetuity from the date that it is completed and available for use.

### **PART 3 – FORESTRY MANAGEMENT PLANS**

1. To submit the Forestry Management Plan to the Council for approval prior to Occupation of any Units and not to Occupy any Units until the Forestry Management Plan has been approved by the Council.

2. To implement the approved Forestry Management Plan in accordance with the timetable set out therein.

#### **PART 4 – FINANCIAL OBLIGATIONS**

1. To pay the Translocated Tree Monitoring Fee and the Biodiversity Monitoring Fee to the Council prior to first Occupation of any Units and not to Occupy any Units until the Translocated Tree Monitoring Fee and the Biodiversity Monitoring Fee have been paid to the Council

### **SCHEDULE 3 COVENANTS TO THE COUNTY COUNCIL**

The Owner covenants with the County Council as follows:

#### **TRAVEL PLAN MONITORING CONTRIBUTION**

1. not to Occupy or permit the Occupation of any Unit in the Development until the Travel Plan Monitoring Fee has been paid to the County Council.
2. to pay the Travel Plan Monitoring Contribution prior to the Occupation of any Unit constructed on the Site.

## **SCHEDULE 4 COVENANTS TO THE COUNCIL AND THE COUNTY COUNCIL**

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

1. To commence the Bus Service on or prior to Occupation of 50% of the Units and not to Occupy more than 50% of the Units until the Bus Service has commenced.
2. To provide the Bus Service for a continuous period of 18 months from the date it first commences or until £175,000 has been spent funding the provision of the Bus Service.
3. To provide the Council and/or the County Council with evidence upon request of the funds spent upon the provision of the Bus Service.
4. To carry out the Bus Service Marketing market the availability of the Bus Service within Dove Valley Park at least three months prior to the Bus Service commencing in accordance with paragraph 1, Part 4 of this Schedule 2, save that the Owner shall not be obliged to spend more than £10,000 on such marketing.

## **SCHEDULE 5 BIODIVERSITY NET GAIN**

The Owner covenants with the Council that:

### **PART 1 – ON-SITE BIODIVERSITY NET GAIN**

1. Prior to Commencement of Development to submit the On-Site Habitat Monitoring and Management Plan to the Council for approval and not to Commence the Development until the On-Site Habitat Monitoring and Management Plan has been approved.
2. To implement the approved On-Site Habitat Monitoring and Management Plan on the relevant areas of the Site and to complete the On-Site Habitat Creation and Enhancement Works within the timetable specified within the approved On-Site Habitat Monitoring and Management Plan.
3. To serve the On-Site Completion Notice upon the Council when the On-Site Habitat Creation and Enhancement Works have been completed.
4. To manage and maintain the relevant areas of the Site in accordance with the approved On-Site Habitat Monitoring and Management Plan for a period of 30 years from the date the Council confirms acceptance of the On-Site Completion Notice.
5. To allow access to the Site on reasonable notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the On-Site Habitat Monitoring and Management Plan and this Deed.
6. To submit the first Inspection and Monitoring Report to the Council on the first anniversary of the service of the On-Site Completion Notice, the second anniversary of the service of the On-Site Completion Notice and the fifth anniversary of the service of the On-Site Completion Notice then at five yearly intervals thereafter until the relevant areas of the Site are no longer being managed and maintained in accordance with paragraph 4 above.
7. No party shall be liable for breaching a requirement of the approved On-Site Habitat Monitoring and Management Plan which arises as a direct result of a Force Majeure Event.
8. Upon receipt of a Breach Notice, the Owner shall within 20 Working Days notify the Council whether they accept or dispute the Breach Notice. Where all or part of the Breach Notice is disputed, the Owner shall provide their representations to the Council within the same 20 Working Days period which the Council shall take into account.
9. Within 20 Working Days of receiving the Owner's representations, the Council shall notify the Owner whether the Breach Notice remains as previously served, the Breach Notice is withdrawn or an amended Breach Notice is served.
10. If the Council confirms the Breach Notice remains as previously served or an amended Breach Notice is served pursuant to paragraph 9 of this Schedule and the Owner still disputes the Breach Notice, the dispute provisions set out in clause 14 shall apply.

11. If the Owner accepts the Breach Notice or the expert appointed pursuant to clause 14 upholds the Breach Notice (as the case may be) and the Owner does not comply with the Breach Notice within the timescale set out within it, the Council may enter the relevant areas of the Site which are covered by the approved On-Site Habitat Monitoring and Management Plan and carry out the remedial works specified within the Breach Notice and recover the costs of doing so from the Owner as a contractual debt.

## **PART 2 – OFF-SITE BIODIVERSITY NET GAIN**

1. Prior to Commencement of Development to submit the Off-Site Habitat Monitoring and Management Plan to the Council for approval and not to Commence the Development until the Off-Site Habitat Monitoring and Management Plan has been approved.
2. Within 5 Working Days of approval of the Off-Site Habitat Monitoring and Management Plan, to apply to Natural England to register the Biodiversity Net Gain Land on the Net Gain Register.
3. To implement the approved Off-Site Habitat Monitoring and Management Plan on the Biodiversity Net Gain Land and to complete the Off-Site Habitat Creation and Enhancement Works within the timetable specified within the approved Off-Site Habitat Monitoring and Management Plan.
4. To serve the Off-Site Completion Notice upon the Council when the Off-Site Habitat Creation and Enhancement Works have been completed.
5. To manage and maintain the Biodiversity Net Gain Land in accordance with the approved Off-Site Habitat Monitoring and Management Plan for a period of 30 years from the date the Council confirms acceptance of the Off-Site Completion Notice.
6. To allow access to the Biodiversity Net Gain Land on reasonable notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the Off-Site Habitat Monitoring and Management Plan and this Deed.
7. To submit the first Inspection and Monitoring Report to the Council on the first anniversary of the service of the Off-Site Completion Notice, the second anniversary of the service of the Off-Site Completion Notice and the fifth anniversary of the service of the Off-Site Completion Notice then at five yearly intervals thereafter until the Biodiversity Net Gain Land is no longer being managed and maintained in accordance with paragraph 5 of this Part 2 above.
8. No party shall be liable for breaching a requirement of the approved Off-Site Habitat Monitoring and Management Plan which arises as a direct result of a Force Majeure Event.
9. Upon receipt of a Breach Notice, the Owner shall within 20 Working Days notify the Council whether they accept or dispute the Breach Notice. Where all or part of the Breach Notice is disputed, the Owner shall provide their representations to the Council within the same 20 Working Days period which the Council shall take into account.

10. Within 20 Working Days of receiving the Owner's representations, the Council shall notify the Owner whether the Breach Notice remains as previously served, the Breach Notice is withdrawn or an amended Breach Notice is served.
11. If the Council confirms the Breach Notice remains as previously served or an amended Breach Notice is served pursuant to paragraph 10 of Part 2 of this Schedule and the Owner still disputes the Breach Notice, the dispute provisions set out in clause 14 shall apply.
12. If the Owner accepts the Breach Notice or the expert appointed pursuant to clause 14 upholds the Breach Notice (as the case may be) and the Owner does not comply with the Breach Notice within the timescale set out within it, the Council may enter the Biodiversity Net Gain Land and carry out the remedial works specified within the Breach Notice and recover the costs of doing so from the Owner as a contractual debt.

## **SCHEDULE 6 COUNCIL'S COVENANTS**

- 1 The Council covenants with the Owner to use all sums received by it from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid EXCEPT THAT it is agreed that the Council may use public funds to carry out the purposes specified in this Agreement in advance of receiving the sums from the Owner and may apply the sums received towards offsetting the amount spent from public funds.
- 2 The Council shall pay to the party who paid the relevant sum such amount of any payment made to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose or if the Council has received a fully costed scheme from the County Council) within ten years of the date of receipt by the Council of such payment together with the interest accrued for the period from the date of payment to the date of refund PROVIDED THAT this paragraph shall not apply to the Biodiversity Monitoring Fee.
- 3 The Council shall use reasonable endeavours to procure for the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the Council under this Deed.
- 4 Where the Council considers that the Owner is not complying with its obligations under this Deed, the approved On-Site Habitat Monitoring and Management Plan or the Off-Site Habitat Monitoring and Management Plan, and intends to take steps to remedy the breach or non-compliance, to first discuss any such concerns with the Owner and give the Owner a reasonable timeframe within which to investigate, respond to and/or remedy any alleged breach prior to the service of any Breach Notice by the Council.

## **SCHEDULE 7 COUNTY COUNCIL'S COVENANTS**

- 1 The County Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid EXCEPT THAT it is agreed that the County Council may use public funds to carry out the purposes specified in this Agreement in advance of receiving the sums from the Owner and may apply the sums received towards offsetting the amount spent from public funds.
- 2 The County Council shall pay to the Owner such amount of any payment made to the County Council under this Deed which has not been expended or allocated in accordance with the provisions of this Deed within ten years of the date of receipt of the final instalment by the County Council of such payment together with the interest accrued for the period from the date of payment to the date of refund PROVIDED that a payment or part thereof shall be deemed to be "expended" for the purposes of this paragraph where the County Council has entered into an arrangement with any person which commits the County Council to expending the said sum PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in any event of no written request being made which such period any unexpended sum together with accrued interest shall be release free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the development and in full compliance with Regulation 1222 of the CIL Regulations 2020
- 3 The County Council shall use reasonable endeavours to procure for the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the County Council under this Deed.
- 4 For the avoidance of doubt, for the purposes of paragraph 2 of this Schedule, the Travel Plan Monitoring Fee shall be deemed to have been committed if the County Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require the County Council to expend funds in the future.

**SCHEDULE 8**

**PLAN 1**

**PLAN 2**

**PLAN 3**

**PLAN 4**

PLAN 1

NOTES

- All dimensions and levels are to be checked on site.
- Any discrepancies are to be reported to the architect before any work commences.
- While information on this sheet is issued to scale, scaling is not to be used for any other purposes. For more precise measurements, refer to the state certificate or contact the Architect.
- This drawing shall not be reproduced without express written permission from AEW.
- Title overlay drawings and ownership boundaries are produced using all reasonable endeavours. AEW cannot be responsible for the accuracy or scale discrepancy of third party supplied data.
- All works are to be undertaken in accordance with Planning Regulations and the State Planning Commission.
- All proprietary materials and products are to be used in accordance with the manufacturer's specifications.



Legend

- TOTAL Site Boundary  
36.151 acres / 11.617 ha
- Plot 2 Site Boundary  
1.693 acres / 0.685 ha
- Plot 11 Site Boundary  
24.458 acres / 11.942 ha



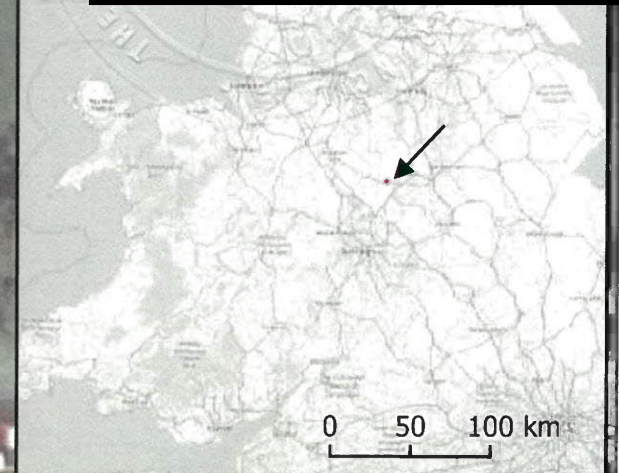
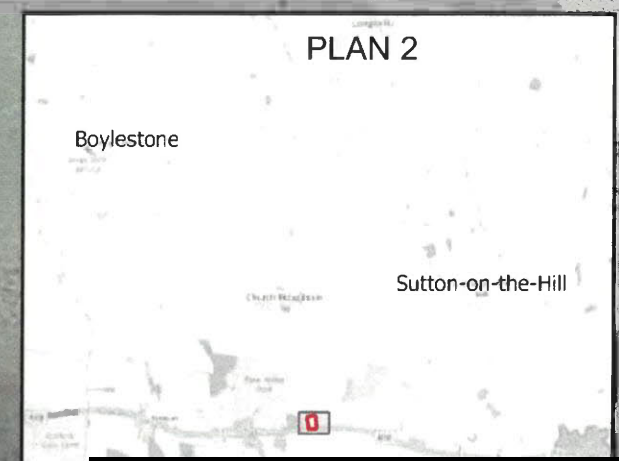
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AEW architects  
0161 214 4370  
www.aewarchitects.com

|                |              |
|----------------|--------------|
| MW             | DHS          |
| MW             | DHS          |
| MW             | DHS          |
| MW             | DHS          |
| KJ             | DHS          |
| Drawn by -     | Checked by - |
| Scale of Issue |              |
| Information    |              |
| Planning       |              |
| wes            |              |
| Play Park      |              |
| Plan           |              |
| 0375           | KJ           |
| 03             | Checked      |
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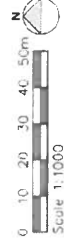


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| <br><b>RammSanderson</b> |                            |            |
| Title: Site Context Plan - Off site BNG Provision for Plot 11                                                 |                            |            |
| Project: Dove Valley Business Park: Plot 11                                                                   |                            |            |
| Client: Dove Valley Park Ltd                                                                                  |                            |            |
| Date: 07/05/2025                                                                                              | Fig:                       | Author: JW |
| A4 Scale: 1:1500                                                                                              | ID: RSE_7665_STC_0525_V1R1 |            |
| EPSG: 27700 OSGB36 / British National Grid                                                                    |                            |            |

NOTES

- All dimensions and levels are to be checked on site before any work commences.
- Any discrepancies are to be reported to the architect.
- Whilst information on this sheet is issued to scale, scaling directly from this drawing may result in inaccuracies. For detailed dimensions, refer to the latest dimensions or contact the Architect.
- This drawing shall not be reproduced without express written permission from AEW.
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- All works are to be undertaken in accordance with Building Regulations and the latest British Standards.
- All proprietary materials and products are to be used in accordance with the manufacturer's recommendations.

PLAN 3



KEY

New Public Right of Way (PRow)

New Public Right of Way linking to existing road Heath Top (lane)

Heath Top  
Business Park

The  
Bungalow

Number in Seal  
Book 2026/444

Pennywaste Wood

|               |              |                  |            |
|---------------|--------------|------------------|------------|
| PO1           | 04/02/2026   | MW               | DNS        |
| Initial Issue |              |                  |            |
| REV           | Date         | Drawn by         | Checked by |
| S2            |              | Purpose of Issue |            |
|               |              | For Comment      |            |
| Drawing Stage | RIBA Stage 3 |                  |            |
| 2026          |              |                  |            |

Clowes

Dore Valley Park

Proposed Public Right of Way Plan

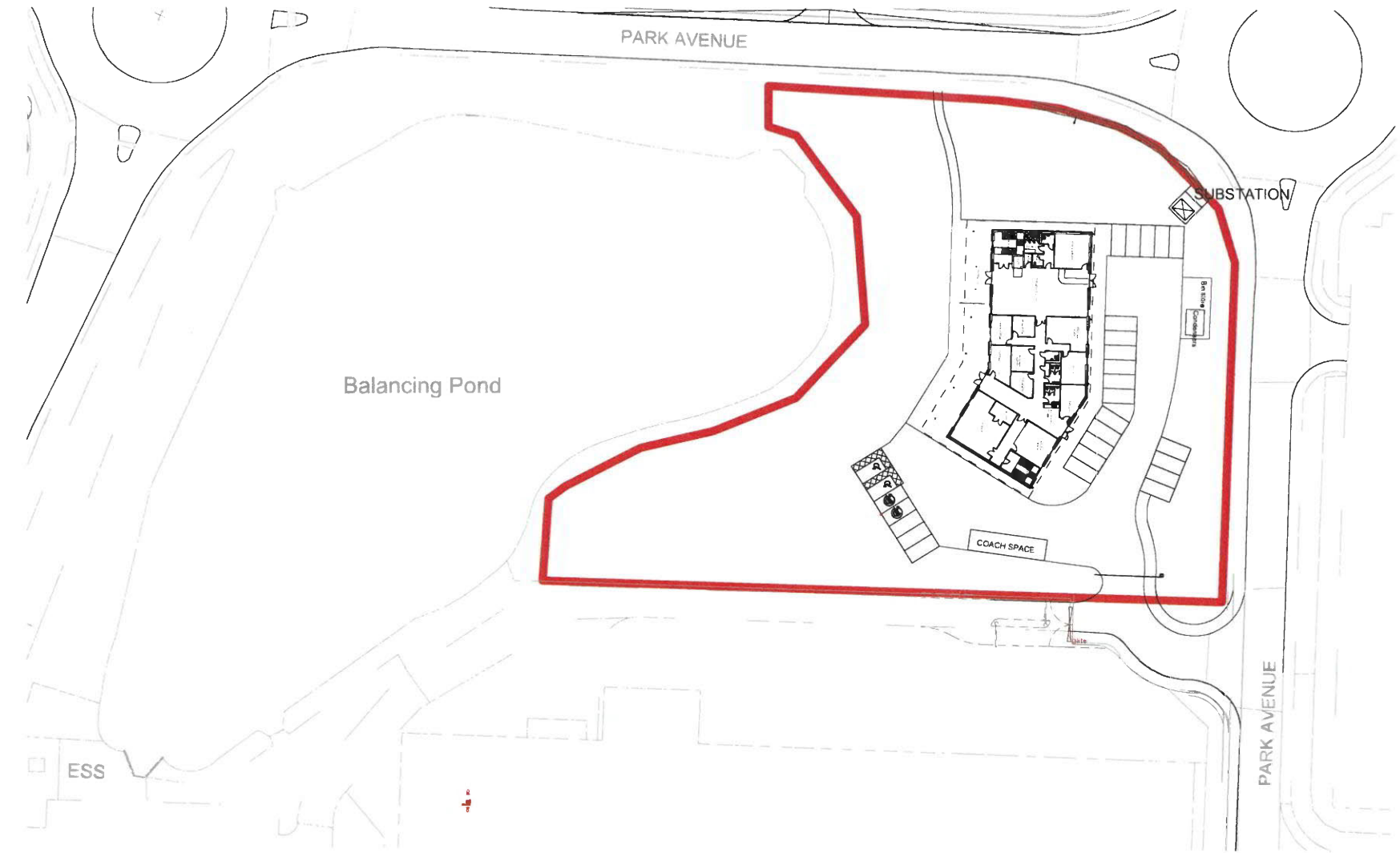
|                      |        |         |     |
|----------------------|--------|---------|-----|
| Site                 | File   | Drawn   | MW  |
| Scale                | 1:1000 | checked | DNS |
| AEW Reference Number | 14431  |         |     |

P01

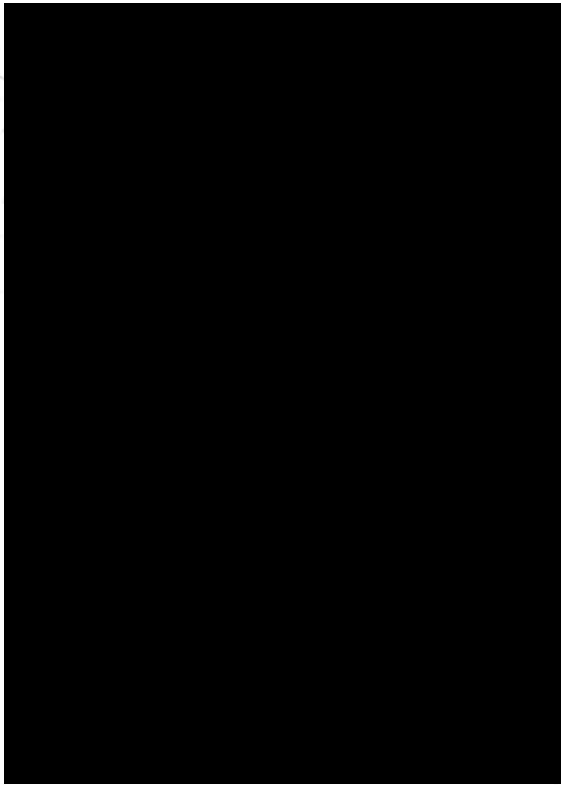
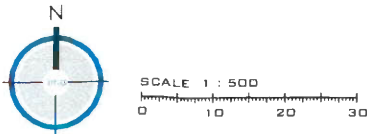
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www.aewarchitects.com

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Book 2026/444



1 INNOVATION CENTRE - PROPOSED SITE PLAN  
1 : 500



**Clowes**  
DEVELOPMENTS

**ima** ARCHITECTS  
6 ROSE WAY  
BLARY BUSINESS PARK  
LUTTERWORTH ROAD  
BLARY  
LEICESTER  
LE19 4BY  
0116 2781200  
WWW.IMAARCHITECTS.CO.UK

PROJECT CLOWES DEVELOPMENTS  
EMPLOYMENT LAND  
DOVE VALLEY PARK, FOSTON, DERBY

|                 |                                        |
|-----------------|----------------------------------------|
| IMA PROJECT NO. | 220001                                 |
| DRAWING NO.     | 220001-IMA-ST-XX-DR-A-051104           |
| REVISION        | -                                      |
| STATUS          | PLANNING                               |
| DRAWING TITLE   | INNOVATION CENTRE - PROPOSED SITE PLAN |
| DATE            | 31/01/2024                             |
| SCALE           | 1 : 500                                |
| SHEET SIZE      | A1                                     |
| DRAWN BY        | NA                                     |
| CHECKED BY      | JM                                     |



THE COMMON SEAL of  
**SOUTH DERBYSHIRE  
DISTRICT COUNCIL**  
was affixed to this deed



Deputy Chief Executive

THE COMMON SEAL of  
**DERBYSHIRE COUNTY COUNCIL**

[affix common seal here]

Number in Seal  
Book 2026/444

**EXECUTED** as a **DEED** by  
**DOVE VALLEY PARK LIMITED**  
acting by a director in the presence of:

**WITNESS**

Signature:

Print name:

Address:

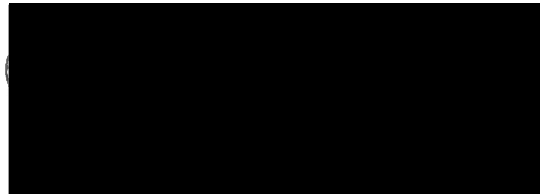
Occupation:



**EXECUTED and DELIVERED as a DEED**

for and on behalf of **ROYAL BANK OF SCOTLAND PLC**

by a duly authorised Attorney:



In the presence of:

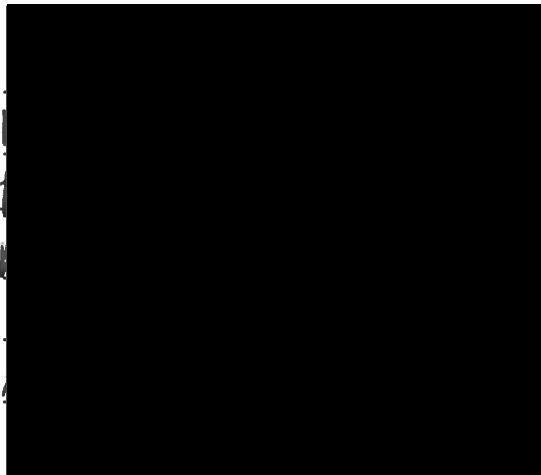
**WITNESS**

Signature: .

Print name: .

Address: .

Occupation: .



**APPENDIX 1**  
**TRAVEL PLAN**

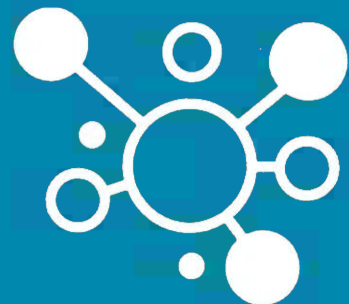
Client:  
**Dove Valley Park Ltd**

Project:  
**Plot 11 Dove Valley Park  
Foston**

Project No:  
**T22521**  
Report Title:  
**Travel Plan**

Prepared by: MJ  
Authorised by: GM  
Rev: E  
Date: 27/11/2025

**Hub Transport Planning Ltd**  
Floor 1B  
4 Temple Row  
Birmingham  
B2 5HG  
T. 0121 454 5530



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### APPENDICES

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## 1.0 Introduction

### Background

- 1.1 Hub Transport Planning Ltd has been commissioned by Dove Valley Park Ltd to provide transport advice for a proposed employment development comprising B2/B8 uses on land to the east of Dove Valley Park (DVP), Foston.
- 1.2 The site forms Plot 11 of DVP and will provide up to 542,815 sqft (50,429 sqm) of warehousing.
- 1.3 The site location is shown on **Figure 1.1**.

### Structure of the Report

- 1.4 This Travel Plan (TP) provides an audit of available facilities that could be used by employees on a regular basis and an audit of existing active and sustainable travel opportunities. The TP also sets out a series of measures designed to promote active and sustainable travel behaviour by employees and visitors to the proposed developments at DVP.
- 1.5 Following this introduction, the report is set out as follows:
  - Section 2.0 – Background Information;
  - Section 3.0 – Policy Review and Travel Plan Objectives;
  - Section 4.0 – Local Facilities and Sustainable Travel;
  - Section 5.0 – Targets;
  - Section 6.0 – Travel Plan Measures and Initiatives;
  - Section 7.0 – Monitoring;
  - Section 8.0 – Summary.

### Limitations of the Report

- 1.6 This report has been undertaken at the request of Dove Valley Park Ltd, thus should not be entrusted to any third party without written permission from Hub Transport Planning Ltd. However, should any information contained within this report be used by any unauthorised third party, it is done so entirely at their own risk and shall not be the responsibility of Hub Transport Planning Ltd.
- 1.7 This report has been compiled using data from several external sources (such as public transport operators and local authority websites); these sources are considered trustworthy and therefore the data provided is considered accurate and relevant at the time of preparing this report.

## 2.0 Background Information

- 2.1 Planning approval was granted for the site for up to 630,000 sqft (58,500 sqm) across 4no. buildings in B2/B8 and ancillary E(g) uses, as well as associated infrastructure, service yards, landscaping and a structural landscape buffer on Plot 11 at Dove Valley Park.
- 2.2 Since approval was granted, an occupier for the site has been identified and a subsequent revised site layout has been prepared to accommodate their operational needs.
- 2.3 Therefore, this revised TP has been prepared to reflect the new proposals, including further information of on-site sustainable travel measures.
- 2.4 It should be noted that this revised TP has been prepared to ensure the transport-related documentation of the application can be considered compliant with the Building Research Establishment's Environmental Assessment Method (BREEAM).

### Dove Valley Park

- 2.5 DVP is an operational employment site in Foston, South Derbyshire.
- 2.6 Access to the site is from Packenham Boulevard via a roundabout with the A511. The A511 gives access to/from the A50 via an overbridge and dumbbell roundabout arrangement, with slip roads to/from the A50.
- 2.7 DVP is partially built-out, and this TP supports the application for additional employment development on Plot 11. An accompanying Transport Assessment Addendum (TAA) has been prepared which assesses the potential level of development impact. Both documents should be read in conjunction with one another.
- 2.8 The proposed site layout is included at **Appendix A**.

## 3.0 Policy Review and Travel Plan Objectives

### National Planning Policy Framework

- 3.1 The National Planning Policy Framework (NPPF), published by the Ministry of Housing, Communities and Local Government, and most recently updated in December 2024, is the statutory national planning document for England. The paragraphs that are most applicable to the proposed development are 109, 110, 112, 115, 116, 117 and 118. These are summarised in **Table 1**.

**Table 1 - Relevant paragraphs from the NPPF relating to the proposed development**

| Paragraph Ref | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 109           | <p>Transport issues should be considered from the earliest stages of plan-making and development proposals, using a vision-led approach to identify transport solutions that deliver well-designed, sustainable and popular places. This should involve:</p> <ul style="list-style-type: none"> <li>making transport considerations an important part of early engagement with local communities;</li> <li>ensuring patterns of movement, streets, parking and other transport considerations are integral to the design of schemes and contribute to making high quality places.</li> <li>understanding and addressing the potential impacts of development on transport networks;</li> <li>realising opportunities from existing or proposed transport infrastructure, and changing transport technology and usage – for example in relation to the scale, location or density of development that can be accommodated;</li> <li>identifying and pursuing opportunities to promote walking, cycling and public transport use; and</li> <li>identifying, assessing and taking into account the environmental impacts of traffic and transport infrastructure – including appropriate opportunities for avoiding and mitigating any adverse effects, and for net environmental gains.</li> </ul> |
| 110           | <p>The Planning system should actively manage patterns of growth in support of the objectives outlines in paragraph 109. Significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes. This can help to reduce congestion and emissions, and improve air quality and public health. However, opportunities to maximise sustainable transport solutions will vary between urban and rural areas, and this should be taken into account in both plan-making and decision making.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 112           | <p>If setting local parking standards for residential and non-residential development, policies should take into account:</p> <ul style="list-style-type: none"> <li>the accessibility of the development;</li> <li>the type, mix and use of development;</li> <li>the availability of and opportunities for public transport;</li> <li>local car ownership levels; and</li> <li>the need to ensure an adequate provision of spaces for charging plug-in and other ultra-low emission vehicles.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 115           | <p>In assessing sites that may be allocated for development in plans, or specific applications for development, it should be ensured that:</p> <ul style="list-style-type: none"> <li>sustainable transport modes are prioritised taking account of the vision for the site, the type of development and its location;</li> <li>safe and suitable access to the site can be achieved for all users;</li> <li>the design of streets, parking areas, other transport elements and the content of associated standards reflects current national guidance, including the National Design Guide and the National Model Design Code; and</li> <li>any significant impacts from the development on the transport network (in terms of capacity and congestion), or on highway safety, can be cost effectively mitigated to an acceptable degree through a vision-led approach.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                              |

| Paragraph Ref | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 116           | Development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network, following mitigation, would be severe, taking into account all reasonable future scenarios.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 117           | <p>Within this context [related to paragraph 116], applications for development should:</p> <ul style="list-style-type: none"> <li>give priority first to pedestrian and cycle movements, both within the scheme and with neighbouring areas; and second – so far as possible – to facilitating access to high quality public transport, with layouts that maximise the catchment area for bus or other public transport services, and appropriate facilities that encourage public transport use;</li> <li>address the needs of people with disabilities and reduced mobility in relation to all modes of transport;</li> <li>create places that are safe, secure and attractive – which minimise the scope for conflicts between pedestrians, cyclists and vehicles, avoid unnecessary street clutter, and respond to local character and design standards;</li> <li>allow for the efficient delivery of goods, and access by service and emergency vehicles; and</li> <li>be designed to enable charging of plug-in and other ultra-low emission vehicles in safe, accessible and convenient locations.</li> </ul> |
| 118           | All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a vision-led transport statement or transport assessment so that the likely impacts of the proposal can be assessed and monitored.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

### Derbyshire LTP

3.2 The five transport goals of the Derbyshire Local Transport Plan Three (LTP3) are:

- Supporting a resilient local economy.
- Tackling climate change.
- Contributing to better safety, security and health.
- Promoting equality of opportunity
- Improving quality of life and promoting a healthy natural environment.

### Specific Objectives

3.3 This TP seeks to promote active and sustainable travel and seeks to promote travel in an active and sustainable way. In doing so the TP will seek to minimise any adverse impacts on climate change and promote better health through active travel.

3.4 Specific objectives include:

- Reduce the number of single-occupancy car movements to/from the site.
- Consider the needs of employees of the plots by promoting and supporting their use of active and sustainable travel modes.
- Encourage employees to consider the health benefits of active travel.
- Provide sufficient information to allow employees to make informed travel choices.

## 4.0 Sustainable Travel

### Introduction

- 4.1 Walking and cycling provide important alternatives to the private car and should be encouraged to form part of longer journeys via public transport. Indeed, it is noteworthy that the Chartered Institute of Highways and Transportation (CIHT) has prepared several guidance documents that provide advice with respect to the provision of sustainable travel in conjunction with new developments
- 4.2 The suggested acceptable walking distances to common facilities are presented in **Table 2**.

**Table 2 – Suggested walking distances (CIHT Guidelines)**

|                   | Town Centre (m) | Commuting/Schools/<br>Sightseeing (m) | Elsewhere |
|-------------------|-----------------|---------------------------------------|-----------|
| Desirable         | 200             | 500                                   | 400       |
| Acceptable        | 400             | 1000                                  | 800       |
| Preferred Maximum | 800             | 2000                                  | 1200      |

- 4.3 In addition to the CIHT guidance, Manual for Streets (MfS) and the National Design Guide (2021) states that 'walkable neighbourhoods' are typically characterised by having a range of facilities within 10 minutes (up to about 800m) walking distance of residential areas which residents may access comfortably on foot.
- 4.4 MfS also states that the 800m walking distance is not an upper limit and references to the former Planning Policy Note 13: Transport (PPG13) guidance in respect of walking replacing short car trips, particularly those under 2km.
- 4.5 Table NTS0303 from the 2024 National Travel Survey (released August 2025) indicates that the national average walk trip distance in 2024 was 0.7 miles or 1.12km.
- 4.6 The 2024 National Travel Survey (Table NTS0308) also shows that walking was the most frequent mode used for short trips, with 78% of trips under one mile (1.6km) being completed by foot in 2024, which is very similar compared to 2023 (82%) and 2022 (83%).
- 4.7 There is also potential for short car trips to be substituted for cycle trips, and for longer trips to be substituted by a combination of cycle and public transport trips.
- 4.8 The CIHT Planning for Cycling document (2014) states that "*The majority of cycling trips are for short distances, with 80% being less than five miles and with 40% being less than two miles. However, the majority of trips by all modes are also short distances (67% are less than five miles, and 38% are less than two miles); therefore, the bicycle is a potential mode for many of these trips (DfT, 2014a).*"
- 4.9 The Department for Transport (DfT) Cycling and Walking Investment Strategy (2017) also refers to the threshold of 5 miles (or 8km), stating that "*Two out of every three personal trips are within five miles - an achievable distance to cycle for most people, with many shorter journeys also suitable for walking.*"
- 4.10 The second Cycling and Walking investment strategy published by DfT in 2022 does not specifically reference the statement in paragraph 5.10, however one of the main objectives is to increase the percentage of short

journeys (i.e. those under five miles) in towns and cities that are walked or cycled from 41% in 2018/2019 to 46% in 2025.

- 4.11 The 2024 National Travel Survey also shows that the average cycle trip distance (for all purposes) was 3.3 miles or 5.3km. Therefore, when also considering the commuting data, it's reasonable to consider cycling as a viable mode of travel for trips up to 8km.

#### Local Facilities

- 4.12 The surrounding local facilities in the area are shown in **Figure 4.1** and are listed in **Table 3**; distances have been taken from the centre of the proposed development site via available waking routes.

**Table 3 - Distance to local services**

| Amenity                                 | Distance |
|-----------------------------------------|----------|
| Rascal's Café                           | 2.0km    |
| Essar PFS & Shop                        | 2.7km    |
| Sunnar Gow Indian Restaurant            | 2.8km    |
| Salt Box Café                           | 2.9km    |
| The Tavern Public House                 | 3.1km    |
| Good Life Pharmacy & Hatton Post Office | 3.7km    |
| Hatton Sandwich Bar & Newsagents        | 3.7km    |
| Nisa Local                              | 3.7km    |
| Hatton Fish Bar                         | 3.9km    |
| The Railway Inn                         | 3.9km    |
| Central Co-op Food                      | 4.0km    |

#### Walk

- 4.13 Footways with verges are provided along both sides of Pakenham Boulevard, the main access to DVP, and Park Avenue.
- 4.14 Footways are provided or are planned to be provided along all main DVP access roads and are in good condition.
- 4.15 Dropped kerb crossing facilities are provided at splitter islands on each arm of the on-site roundabout junctions, including at the roundabout from which access to Plot 11 will be taken from, as well as on each arm of the A511 roundabout junctions.
- 4.16 A footway is provided along the eastern/northern side of the A511 towards Hatton, with signalled crossing facilities provided to cross towards Station Road and connect to the facilities provided within Hatton.
- 4.17 There are various Public Rights of Way (PRoWs) which connect to DVP, including a PRoW which provides a link towards Hatton via Church Broughton Road.

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- 4.18 Upgrades to surrounding PRowWs may be made as part of the agreement with the local authority.
- 4.19 In addition to this, a new countryside walkway will be provided along the eastern boundary of the site, connecting to existing PRowWs to the south, and an existing road to the north.

#### Cycle

- 4.20 Dedicated cycle infrastructure provided in the vicinity of the site is limited to NCN Route 549, a route between Marston on Dove and Hatton.

#### Bus

- 4.21 The nearest bus stop is located along Packenham Boulevard c.900m walk to the south of the centre of the site. The bus stop is comprised of a bus shelter with flagpole and service timetable information. The bus stop provides access to 401 bus service providing connections between Uttoxeter and Burton.
- 4.22 There is an additional bus stop located along the A511 Foston Interchange, c.1.2km from the centre of the site which is also comprised of a flagpole and service timetable information. This stop is served by the 401 service but with a higher frequency of buses throughout the day.
- 4.23 The bus service frequency is summarised in **Table 4**.

**Table 4 - Bus service frequency**

| Service No.                  | Route                                                                           | Frequency (approx.)                    |                          |     |
|------------------------------|---------------------------------------------------------------------------------|----------------------------------------|--------------------------|-----|
|                              |                                                                                 | Mon-Fri                                | Sat                      | Sun |
| 401/402A<br>(Packenham Blvd) | Uttoxeter – Doveridge – Dove Valley Park – Hatton – Tutbury – Burton upon Trent | 60 Minutes (07:13-08:56 & 16:39-19:45) | n/a                      | n/a |
| 401 (Foston Interchange)     | Uttoxeter – Doveridge – Dove Valley Park – Hatton – Tutbury – Burton upon Trent | 60 Minutes (06:45-19:46)               | 60 Minutes (07:45-19:44) | n/a |

- 4.24 Error! Reference source not found. demonstrates that there are services available within the AM and PM peak periods to allow employees to travel to and from the development site.
- 4.25 It should be noted that the owner and operator of Dove Valley Park has agreed to provide a new bus service for 18 months (to supplement the existing 401 service which runs to DVP). After the initial 18-month period it will then be picked up by the occupiers on-site under their service charge contributions.
- 4.26 Whilst the exact route is to be confirmed, it will call at Derby City Centre and hence connect to wider sustainable travel networks.
- 4.27 This new bus service will directly serve Plot 11 via an adjacent bus layby, with an internal roundabout provided to allow the bus to turn to manoeuvre in forward gear to leave the site. The bus layby and roundabout can be seen on the layout plan included as **Appendix A**.

#### Rail

- 4.28 The nearest station to the site is Tutbury & Hatton railway station c.6.2km walk from the centre of the site.
- 4.29 The station can also be accessed via cycle (c.14-minutes), bus, and by car (c.7-minutes).

- 4.30 Tutbury & Hatton railway station has 4 cycle parking stands.
- 4.31 Services from Tutbury & Hatton railway station run towards:
  - Crewe (via Uttoxeter, Blythe Bridge, Longton, Stoke-on-Trent, Kidsgrove and Alsager)
  - Newark Castle (via Derby, Long Eaton, Beeston, Nottingham, Carlton, Lowdham and Fiskerton).
- 4.32 Both services run at an average frequency of one train per hour.

#### **Public Transport Accessibility Index**

- 4.33 The accessibility index is defined by BREEAM to be *"An indicator of the accessibility and density of the public transport network at a point of interest (in the case of BREEAM, a building). The index is influenced by the proximity and diversity of the public transport network and the level of frequency of services at the accessible node."*
- 4.34 The guidance stipulates that bus stops must be within 650m walking distance of the site, and railway stations must be within 1000m walking distance of the site for consideration within the AI scoring.
- 4.35 Given neither the existing bus stops nor Tutbury & Hatton railway station are within the thresholds for consideration, these are not included within the AI assessment.
- 4.36 However, given at the time of writing it has been confirmed that a new bus service will access the site within the 650m BREEAM thresholds, this has been included as a node within the AI assessment. The bus stop is situated within 200m of both building entrances and will have a frequency of roughly one service per hour, operating mainly around the start/finish times for each shift.
- 4.37 Considering the above, the assessment identifies that the site achieves an AI score of 0.87 with the calculation provided in Appendix A of the accompanying TAA.

## 5.0 Targets

### Method of Travel to Work

- 5.1 A key measure of the success of the Travel Plan will be with respect to the level of reduction in single occupancy car journeys in favour of other sustainable modes of transport.
- 5.2 Targets will be used to assess the effectiveness of the Travel Plan initiatives and measures which are outlined in Section 6.0, with the overall goal of meeting the Travel Plan objectives which are stated in Section 3.0.
- 5.3 The modal split for travel to/from the site has been derived from local Census data which has been used to set the baseline modal share against which targets have been set. The baseline targets will be replaced once surveys have been completed following occupation.
- 5.4 Journey to Work (JTW) data from the 2011 Census provides a baseline modal split for JTW trips from the 2011 MSOA South Derbyshire 001.
  - Car or Van driver = 83%
  - Car or Van Passenger = 7%
  - Taxi = 0%
  - Train = 0%
  - Bus, Minibus or Coach = 2%
  - Underground, Metro, Light Rail or Tram = 0%
  - Motorcycle, Scooter or Moped = 1%
  - Bicycle = 3%
  - Walk = 3%
  - Other = 0%
- 5.5 The data is included at **Appendix B** to this report.

### Targets

- 5.6 To ensure that the Travel Plan targets are both realistic and achievable, it is proposed that the targets are reviewed following the first set of mode share travel surveys at the site.
- 5.7 The site will seek to deliver a reduction of 5% in single occupancy car journeys within five years of full occupation; in real terms, this would seek to reduce the car driver trips by 4.15% (5% of current 83% single occupancy car use), down to 78.85% from 83%.
- 5.8 This is likely to provide a challenging, but achievable, target for the site; with car-sharing, bus, and cycling in particular expected to assist in achieving the modal shift.

## 6.0 Travel Plan Measures and Initiatives

### Introduction

- 6.1 The proposed development is for up to 542,815 sqft (50,429 sqm) of employment warehousing, to be split across two units. The schedule of accommodation is as follows:
- Unit 01: 402,326 sqft (37,377 sqm)
  - Unit 02: 140,489 sqft (13,052 sqm)
- 6.2 Travel Plans provide a package of measures to encourage site users to choose alternative travel options in preference to single-occupancy car use. There are also further, equally important, reasons for promoting sustainable travel at workplace sites, such as health and environmental benefits.

### Travel Plan Coordinator

- 6.3 A fundamental aspect of the implementation of any Travel Plan is the identification and appointment of a Travel Plan Coordinator (TPC) for the site.
- 6.4 It is essential that the TPC can dedicate sufficient time to developing initiatives and implementing an overall strategy for the development.
- 6.5 The TPC will have sound knowledge of the local transport in the area and will wholeheartedly believe in the strategy implemented for the site. They should be approachable, amenable to suggestions and possess a high level of interpersonal skills, as they will be required to converse with outside bodies such as public transport operators and the local authority.
- 6.6 It is envisaged that the TPC will be responsible for setting up, promoting, and monitoring the following schemes:
- Travel Plan promotion and awareness, including the overseeing of publications through the development website, as well as information provided directly to staff members;
  - Consultation with local transport operators and the local authority, to provide up-to-date information on services and facilities;
  - Promoting car share schemes for employees to arrange suitable car shares to the site; and,
  - Providing Personalised Travel Planning to users of the site.
- 6.7 On occupation, the TPC will ensure that the Travel Plan is publicised on the company website and that employees at the site are aware of the aims and objectives of the Travel Plan at an early stage, to ensure that everyone is made aware of the sustainable travel options available to access the site.

### Measures and Initiatives

- 6.8 To meet the aim and objectives outlined in **Section 3.0**, to which the developer is wholeheartedly committed, the operator of the site will seek to minimise travel impacts, where possible, through a selection of relevant active and sustainable travel initiatives.
- 6.9 The 'menu' of Travel Plan measures and initiatives is set out as follows:

Encouraging sustainable car journeys to/from the site by:

- Making employees and attendees of the site aware of car sharing schemes, through promoting sites such as <https://liftshare.com/uk/community/derbyshire> and the free of charge service provided by DCC (<https://www.kinto-mobility.co.uk/derbyshire-carpooling-scheme>), as well as encouraging staff to make their own car share arrangements;
- Establishing informal car share schemes across each site or the wider DVP, facilitated by the TPC;
- Provision of 30 active Electric Vehicle (EV) parking spaces prior to occupation, and cabling and ducting to cater for a further 34 future EV spaces. EV parking will be charged and payable by drivers that use them;
- Provision of 16 accessible parking spaces for disabled users, situated near to the entrance of each building; and,
- Provision of 16 dedicated car sharing spaces situated near to the building entrances.

Encouraging cycling to/from the site by:

- Provision of on-site shower facilities, changing rooms and lockers;
- Provision of 82 covered, secure cycle parking close to staff entrances, consisting of Sheffield type stands to cater for demand;
- Provision of high-visibility vests to all employees that wish to cycle to work;
- Utilise the Government's 'Cycle to Work' scheme to offer interest-free loans to employees;
- Publishing and providing details of the local cycle network and routes; and,
- Promoting cycling information such as:
  - [www.derbyshire.gov.uk/site-elements/documents/pdf/leisure/countryside/access/cycling/cycle-derbyshire-leaflet.pdf](http://www.derbyshire.gov.uk/site-elements/documents/pdf/leisure/countryside/access/cycling/cycle-derbyshire-leaflet.pdf)
  - <https://www.walkwheelcycletrust.org.uk/>
  - [www.lovetoride.net](http://www.lovetoride.net)
  - <https://www.derbyshire.gov.uk/transport-roads/road-safety/bicycles/bicycles.aspx>
  - [www.cyclinguk.org/cycle/cycling-derbyshire](http://www.cyclinguk.org/cycle/cycling-derbyshire)
  - [www.activederbyshire.org.uk](http://www.activederbyshire.org.uk)

Promoting the use of public transport through:

- Provision of detailed public transport information to be provided to all new employees at the site and for this information to be displayed on information boards within staff break-time areas, including appropriate bus services, fares, and journey planning services;
- Providing a new bus service from the site towards Derby, to be subsidised over a period of 18 months;
- Provide a new bus stop on-site with associated landscaping, shelter and real time service information;
- Encouraging employees to sign up to, or access website and app services such as:
  - <https://www.midlandclassic.com/>
  - [www.traveline.info](http://www.traveline.info)
  - [www.nationalrail.co.uk](http://www.nationalrail.co.uk) and <https://ojp.nationalrail.co.uk/service/planjourney/search>

Encouraging walking to/from the development by:

- Providing a map of local walking routes to the site from key locations such as local residential areas, nearest bus stops and local facilities;
- Provision of high-visibility vests to all employees that wish to walk to work;

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- Providing further appropriate pedestrian linkages to/from the site access points to/from the existing pedestrian network;
- Promoting walking information through websites such as <https://www.derbyshire.gov.uk/leisure/countryside/access/walking/walking-for-everyone.aspx>; and,
- Promoting the health benefits of walking.

Promoting the Travel Plan and its measures by:

- Publicising the Travel Plan on the development website;
- Providing updates of any ongoing measures and initiatives to the website;
- Including the Travel Plan, complete with features and benefits in the induction process for all new employees at each unit;
- Providing personalised travel planning for all employees on request; and,
- Including the Travel Plan as an agenda item on any employee forum/staff meeting or equivalent for each employment unit at least twice per year.

## 7.0 Monitoring

### Travel Surveys and Monitoring

- 7.1 It will be important to understand the base level travel patterns of employees at the site and, to that end, a travel survey will be undertaken within three months of occupation and reported upon within six months of occupation. A draft travel questionnaire is included at **Appendix C**.
- 7.2 The results of the questionnaire will help the TPC to direct resources to the implementation of appropriate measures to reduce single-occupancy car travel to the plot.
- 7.3 Surveys will be undertaken on an annual basis for a further five years, with the results of each survey informing the most appropriate next steps and measures for the evolving travel plan; an updated plan (or a survey report) will be prepared each year and submitted to the local authority within three months of the surveys being carried out.

### Timetable

- 7.4 The TPC will be in post at occupation of the premises
- 7.5 **Table 5** sets out the plan for the delivery of the measures and initiatives.

**Table 5 – Action Plan**

| Mode                     | Initiative                                  | Target Date              |
|--------------------------|---------------------------------------------|--------------------------|
| Sustainable Car Journeys | Car Share Schemes                           | Site Occupation          |
|                          | Provision of active EV Charging             | Site Occupation          |
|                          | Provision of Accessible Parking             | Site Occupation          |
| Walking                  | Map of Walk Routes                          | Site Occupation          |
|                          | Provision of High-Vis Clothing              | Upon Request by Employee |
|                          | Pedestrian Linkages to wider network        | Prior to Site Occupation |
|                          | Promotion of Health Benefits                | Site Occupation          |
|                          | Information Website Promotion               | Site Occupation          |
| Cycling                  | Shower, Locker & Changing Facilities        | Site Occupation          |
|                          | Covered, Secure Cycle Parking               | Site Occupation          |
|                          | Provision of High-Vis Clothing              | Upon Request by Employee |
|                          | 'Cycle to Work' Scheme                      | Site Occupation          |
|                          | Cycle Network Details and Website Promotion | Site Occupation          |
| Public Transport         | Provision of Information in Communal Areas  | Site Occupation          |

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|  |                                                                    |                 |
|--|--------------------------------------------------------------------|-----------------|
|  | Website and App Promotion/Sign-up                                  | Site Occupation |
|  | Provision of direct bus service to/from Derby from the site        | Site Occupation |
|  | Provision of sheltered bus stop with real time journey information | Site Occupation |

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## 8.0 Summary

- 8.1 This Travel Plan considers the erection of up to 542,815 sqft (50,429 sqm) of employment warehousing, to be split across two units.
- 8.2 This document is a global document setting out a package of measures for users of the site, to promote active and sustainable travel and reduce the need to travel as well as the reliance on single-occupancy vehicle trips.
- 8.3 The measures and initiatives addressed within the Travel Plan will be agreed upon and actively implemented prior to site occupation.

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## Figures

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## **Appendix A**

### **Proposed Site Layout**



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## **Appendix B**

### **Census 2011 – Journey to Work Data**

WP703EW - Method of travel to work (2001 specification) (Workplace population)

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population  
units  
area type  
area name

All usual residents aged 16 to 74 in employment in the area the week before the census  
Persons  
2011 super output areas - middle layer  
E02004118 - South Derbyshire 001

| Method of travel to work                                      | 2011  | %    |
|---------------------------------------------------------------|-------|------|
| All categories: Method of travel to work (2001 specification) | 6,405 | 100% |
| Underground, metro, light rail or tram                        | 1     | 0%   |
| Train                                                         | 16    | 0%   |
| Bus, minibus or coach                                         | 101   | 2%   |
| Taxi                                                          | 13    | 0%   |
| Motorcycle, scooter or moped                                  | 82    | 1%   |
| Driving a car or van                                          | 5,302 | 83%  |
| Passenger in a car or van                                     | 477   | 7%   |
| Bicycle                                                       | 166   | 3%   |
| On foot                                                       | 219   | 3%   |
| Other method of travel to work                                | 28    | 0%   |

In order to protect against disclosure of personal information, records have been swapped between different geographic areas. Some counts will be affected, particularly small counts at the lowest geographies.

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## **Appendix C**

### **DRAFT Travel Plan Questionnaire**

## Introduction

Your answers to the following questions will give your Travel Plan Coordinator an understanding of travel movements to and from your place of work in order to try and achieve a reduction single occupancy (car driver only) vehicle trips.

## Questions

1. When do you usually start and finish work?  
Start time.....  
Finish time.....
2. On a normal trip to work which form of transport do you use? Indicate all that apply  
Car (as driver alone).....  
Car (with passenger, as either passenger or driver).....  
Bus.....  
Train.....  
Motorbike.....  
Bicycle.....  
Walk.....
3. How far do you travel to work? (Circle which applies)  
<1 mile  
1-2 miles  
2-5 miles  
5-10 miles  
10-20 miles  
>20 miles
4. How long does it take you to travel to work? (Circle which applies)  
0-15 mins  
16-30 mins  
31-60 mins  
61-90 mins  
>90 mins
5. If you indicated 'car driver' in Q2, what are your main reason(s) for doing so?  
Needed for job  
Give others a lift  
Health  
Other (please specify).....
6. If you indicated 'car driver' in Q2, would you consider car sharing?  
Yes (regularly)  
Yes (occasionally)  
No

7. If you indicated 'car driver' in Q2, would you consider any of the following transport methods for travel to work?
- Bus.....  
Train.....  
Bicycle.....  
Car (as passenger).....  
Walk.....  
Motorbike.....
8. Which of the following changes would most encourage you to use public transport to travel to work? If you already travel via public transport, which would you most like to see? (tick the 3 most applicable)
- Interest free loans for tickets/passes.....  
Flexible working patterns.....  
More convenient bus drop-off points.....  
Public transport information at place of work.....  
More direct bus routes.....  
Personalised journey plan assistance.....  
None.....  
Other (please specify).....
9. Your views and ideas are important. If you have any other comments, please leave them below.

.....  
.....  
.....  
.....

