



DATED 22nd May **2026**

ELSTREE LAND LIMITED (1)

and

IAN KENNETH ALEXANDER JACKSON (2)

and

WOKINGHAM BOROUGH COUNCIL (3)

Deed of Agreement to Provide Planning Obligations

**pursuant to Section 106 of the Town and Country Planning Act 1990 and
Section 111 Local Government Act 1972**

**in relation to the proposed development of land at Old Forest Road
Wokingham**

Planning Reference Number
251421

Legal Ref: **34000008/012**

Legal Services
Wokingham Borough Council
Council Offices
Shute End
Wokingham
Berkshire
RG40 1BN

THIS DEED OF AGREEMENT is made the 22nd day of May Two Thousand and Twenty-Six

BETWEEN:-

1. **ELSTREE LAND LIMITED** (Company registration number 11567343) of 7 Grena Gardens, Richmond, Surrey TW9 1XP (the “**Owner**”)
2. **IAN KENNETH ALEXANDER JACKSON** of Beehive Cottage, Bull Lane, Riseley, Reading RG7 1SE (the “**Mortgagee**”)
3. **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham RG40 1BN in its capacity as the local planning authority and in its capacity as the freehold owner of the land registered at the Land Registry with title number BK497774 (the “**Council**”)

RECITALS

- A. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
- B. The Council is the local highway authority for the area in which the Site is situated.
- C. The Owner is the freehold owner of the Site registered at HM Land Registry with title absolute subject to a legal charge dated 9 May 2025 in favour of the Mortgagee.
- D. The Council is the freehold owner of land registered at HM Land Registry with title absolute number BK497774 over which the Hoggan Footpath will be constructed and maintained and where applicable enters into this Deed in its capacity as such.
- E. The Planning Application has been made to the Council for planning permission for the Development on the Site.
- F. The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of this Deed the following words and expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990, as amended
"Approved Provider"	Registered shall mean a Registered Provider approved in writing by the Council (such approval will only be given if a Preferred Registered Provider is not able or willing to take on the Affordable Housing Dwellings and evidence of such is provided to the Council)
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and "Commence", "Commencement" and "Commence Development" shall be construed accordingly
"Development"	the erection of 53 no. dwellings with associated landscaping, parking, drainage, open space and other associated works as more particularly set out in the Planning Application
"Dwelling"	any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Site pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

“Index”

the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function

“Index-Linked”

means that the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment in accordance with the following formula:

Amount Payable = Relevant Amount x (A divided by B)

Where the Relevant Amount = the payment to be Index Linked

A = the figure for the Index which applied when the Index was last published prior to the date the Relevant Amount is actually paid under this Deed

B = the figure for the Index which applied when the Index was last published prior to the date of this Deed

It should be noted that the Index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation

“Management Company”

means a limited company registered at Companies House or any such future management company which shall replace it in respect of which the Owner shall be and then all of the owners of the Dwellings comprised in the Development shall eventually be members and shareholders and of which the principal objects shall include as applicable in accordance with the terms of this Deed:

- a. to hold the legal interest in the Estate Roads and the Open Space (as applicable)
- b. to levy and collect charges including service charges from persons having a relevant legal interest within the Development in respect of the management, cleaning, maintenance, winter maintenance and repair of the Estate Roads and the Open Space, and arranging all necessary insurances, and

to keep in good maintenance and repair the Estate Roads and the Open Space (as may be applicable) constructed by the Owner

“Monitoring Fee”

means a sum to be calculated by the Council based on a rate of **£565** per planning obligation trigger for each distinct planning obligation in this Deed (based on the Council's annual Section 106 monitoring costs divided by the annual average number of planning obligation triggers over the preceding five year period) and indicatively **£7,345**

“Occupation” and “Occupied”	means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals and ‘Occupy’ shall be construed accordingly.
“Parties”	means the Owner and the Council (and their successors in title and in the case of the Council, its statutory functions) and where necessary or the context permits “Party” shall be construed as meaning one of the Parties
“Plan”	the plan titled “Location Plan” annexed hereto at Annex 1
“Planning Application”	the planning application made under Council reference 251421 for the Development
“Planning Permission”	the planning permission granted pursuant to the Planning Application and shall include any subsequent permissions granted by the Council under Section 73 (or Section 73B when in force) of the Act permitting the carrying out of the Development
“Preferred Registered Provider”	shall mean the Council or any one of the following Registered Providers or their respective successors and permitted assigns each of whom is a Registered Provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modification thereto: - i A2Dominion - ii Aster - iii Housing Solutions - iv Loddon - v MTVH - vi Abri Group Limited - vii Sovereign

viii	Vivid
ix	Legal & General
x	HSPG
xi	Stonewater

“Registered Provider” or “RP” shall mean either:

- (1) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or
- (2) the Council

“Protected Tenant” means in respect of an Affordable Housing Dwelling a person who:

- i. has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force
- ii. has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force
- iii. has been granted a lease of a unit of Shared Ownership Housing by a Registered Provider and has subsequently purchased from the Preferred Registered Provider or

Approved Registered Provider 100% of
the equity and owns the entire unit of
Shared Ownership Housing

“Site” the land known as land on the north west side
of Old Forest Road Wokingham registered at
HM Land Registry with title numbers
BK207659, BK184284, BK345836 and
BK523825 and shown for identification
purposes only edged red on the Plan

“Working Days” means any day other than a Saturday, Sunday
or public holiday in England

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital 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 interchangeably in that manner.
- 2.4 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.6 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 or deriving validity from it.

- 2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 2.9 References to this Deed include references to its schedules and the schedules form a part of this Deed.
- 2.10 Where the context so admits, words defined in the individual schedules to this Deed apply to the rest of this Deed.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owner, as owner of the Site, and its successors in title and assigns and the persons claiming under or through it.
- 3.2 The obligations imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title and assigns and the persons claiming under or through it.

4. CONDITIONALITY

- 4.1 With the exception of this clause and clauses 7.1 and 15 which shall come into effect on the date hereof, this Deed is conditional upon the grant of the Planning Permission and the Commencement of the Development.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations expressed to be given by the Owner as set out in the schedules to this Deed.

5.2 The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of:

- 5.2.1 the date of Commencement of Development
- 5.2.2 the date of first Occupation of the Dwellings
- 5.2.3 the date of first Occupation of 50% of the Dwellings
- 5.2.4 the date of first Occupation of 60% of the Dwellings
- 5.2.5 the date of first Occupation of 75% of the Dwellings

6. THE COUNCIL'S COVENANTS

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations expressed to be given by the Council as set out in the schedules to this Deed.

7. MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed;
- 7.2 The Owner shall pay to the Council on or before Commencement of Development the Monitoring Fee and the Owner shall not Commence Development until the Monitoring Fee has been paid to and received by the Council.
- 7.3 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.4 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.
- 7.5 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.

- 7.6 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 7.7 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.
- 7.8 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.
- 7.9 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 or expires prior to the Commencement of Development.
- 7.10 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.12 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.
- 7.13 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- (a) any statutory undertaker or other person acting under statutory authority who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
 - (b) an individual owner, occupier or tenant of an Affordable Housing Dwelling in their capacity as such EXCEPT for the obligations regulating the use of the

Affordable Housing Dwellings as contained in Schedule 1 and the obligations in Schedule 8 of this Deed which shall remain binding SAVE THAT the said obligations regulating the use of the Affordable Housing Dwellings shall not be binding on Protected Tenant(s) or any successor in title to such Protected Tenant(s) and their mortgagees and their successors in title.

- (c) an individual owner/occupier of an Open Market Dwelling in their capacity as such, save for the obligations in Schedule 8 which shall remain binding upon and enforceable against individual owners/occupiers
- (d) a Preferred Registered Provider or Approved Registered Provider who acquires the Affordable Housing Dwellings save for the obligations in Schedule 1 and Schedule 8 which shall remain binding upon and enforceable against such Preferred Registered Provider or Approved Registered Provider

8. WAIVER

No waiver (whether expressed or implied) by the 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 for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate 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 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 or unit of occupation purchased by reference to a plan save that this clause 9 shall not apply to the disposal of any Open Market Dwellings to individual owner/occupiers

10. DISPUTE RESOLUTION

- 10.1 In the event of any dispute or difference arising between any of the Parties to this Deed in respect of any matter contained in this Deed (which the Parties cannot resolve among themselves) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an 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.

- 10.2 The Owner shall not be entitled to refer for expert determination pursuant to clause 10.1 any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 10.3 In the absence of agreement as to the appropriateness/identity of the professional body pursuant to clause 10.1 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 appropriateness/identity of the professional body 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.
- 10.4 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 twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation from all parties to the dispute.
- 10.5 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will

be entitled to make a counter written submission within a further ten (10) Working Days.

10.6 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

10.7 No dispute difference or question may be referred to an expert unless the dispute difference or question has first been addressed in a notice from one party to the other party and the Parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so.

11. INTEREST

Any payment which is due to the Council under the terms of this Deed that is paid after the date the payment is due shall attract interest at the rate of 4% above the National Westminster Bank PLC base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

12. VAT

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

13. JURISDICTION

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

14. CHARGEES CONSENT

14.1 This Deed shall not be enforceable against any mortgagee or chargee from time to time unless and until it takes possession of the Land or any part of it in which case that mortgagee or chargee will be bound by the obligations herein as if it were a person deriving title from the Owner.

- 14.2 The Mortgagee (or any future mortgagee whose interest in the Site is bound by the terms of this Agreement) shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Site

15. 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.

SCHEDULE 1 - AFFORDABLE HOUSING

Owner's Covenants

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Affordable Housing”	housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing cost and their incomes such housing being provided for in conformity with the advice contained in the National Planning Policy Framework published by the Ministry of Housing, Communities & Local Government
“Affordable Housing Dwellings”	shall mean 40% of the number of Dwellings for use as Affordable Housing consisting of a mix of Affordable Rented Housing and Shared Ownership Housing which shall be built in compliance with the exact size, locations and mix approved within the Affordable Housing Plan, and “Affordable Housing Dwelling(s)” shall be construed accordingly
“Affordable Housing Land”	that part of the Site upon which the Affordable Housing Dwellings are to be constructed the exact position of which is outlined within the Affordable Housing Plan
“Affordable Housing Plan”	means the plan referenced “Tenure Layout 092404-ELS-04 Rev E” as approved within condition 2 of the Planning Permission or such other plan approved in writing by the Council
“Affordable Rented Housing”	shall mean housing provided by a Registered Provider at 80% of market standard for rental purposes PROVIDED THAT the rents may be increased annually by CPI plus 1% during the tenancy in accordance with arrangements made for such rent increases established by Homes England and the Regulator of Social Housing.

“Nominations Agreement”	an agreement substantially in the form of the draft nominations agreement annexed hereto at Annex 2 by which the Council may nominate tenants for the Affordable Housing Dwellings
“Open Market Dwelling”	shall mean any Dwellings which are not designated as Affordable Housing Dwellings (and “Open Market Dwellings” shall be construed accordingly)
“Shared Ownership Housing”	shall mean housing provided by a Registered Provider where the occupier will initially be offered an equity share in the property of at least 10% (with an option of purchasing a greater share either initially or subsequently should the occupier so wish) and pays a maximum rent of 2.75% per annum on the value of the unsold equity PROVIDED THAT the rents may be increased annually by CPI plus 1% during the tenancy in accordance with arrangements made for such rent increases established by Homes England and the Regulator of Social Housing
“Standards”	means built in accordance with the standards requirements and latest guidance issued by Homes England and/ or the Regulator of Social Housing and to meet the national space standards and, where identified in accordance with condition 11 of the Planning Permission (Accessibility), to conform to building regulation M4(2) (or any other applicable regulation) to ensure the provision of lifetime homes which are adaptable to varying needs

PART 1

Provision of Affordable Housing

The Owner covenants with the Council as follows:

1. That 40% of the Dwellings on the Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule and in the location shown on the Affordable Housing Plan.

2. That the Development shall contain 40% Affordable Housing Dwellings (of the total number of Dwellings within the Site) which shall comprise a mix as shown on the Affordable Housing Plan unless otherwise agreed by the Council in writing.
3. **Restriction on Use**
 - 3.1 That the Affordable Housing Dwellings provided on the Site shall be owned and managed by a Preferred Registered Provider or an Approved Registered Provider as may be the case and subject to paragraph 3.4 of this part shall be retained for use as Affordable Housing in perpetuity.
 - 3.2 To procure that the title in respect of each Affordable Housing Dwelling is subject to covenants:
 - 3.2.1 restricting the use of that Affordable Housing Dwelling to either Affordable Rented Housing or Shared Ownership Housing (as appropriate), and
 - 3.2.2 requiring that on each occasion that such Affordable Housing Dwelling is let or sold in accordance with the Nominations Agreement the relevant provisions of this paragraph 3 are observed and performed.
 - 3.3 Subject to the terms of this Deed and the Nominations Agreement:
 - 3.3.1 no Affordable Rented Housing shall be Occupied other than as Affordable Rented Housing; and
 - 3.3.2 no Shared Ownership Housing Dwelling shall be Occupied other than as Shared Ownership Housing.
 - 3.4 The restrictions on use in this part shall not bind:
 - 3.4.1 a mortgagee provided that such mortgagee who exercises any power of sale or leasing shall first have satisfied the mortgagee sale provisions set out in Part 2 of this Schedule, or
 - 3.4.2 any Protected Tenant (or their mortgagee) of an Affordable Housing Dwelling.

4. Delivery of Affordable Housing

- 4.1 Not to allow or permit first Occupation of the Development until it has submitted to the Council the name of the chosen Preferred Registered Provider or obtained written consent of the Council confirming the Council's approval of the Approved Registered Provider.
- 4.2 Not to commence construction of the Affordable Housing Dwellings any later than 6 calendar months after the commencement of construction of the Open Market Dwellings.
- 4.3 To construct the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Standards to the reasonable satisfaction of the Council as part of the Development upon the Site at no cost to the Council prior to the use or Occupation of more than sixty per cent (60%) of the Open Market Dwellings .
- 4.4 Not to permit more than seventy per cent (70%) of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing has been completed and either the freehold ownership or (in the case of a flat) a minimum 125 year lease has been transferred/granted to a Preferred Registered Provider or to an Approved Registered Provider on the terms set out in Part 2 of this Schedule.
- 4.5 The Owner will give not less than seven (7) days prior notice in writing to the Council of the date of occupation of 60% and 70% of the Open Market Dwellings .
- 4.6 The Preferred Registered Provider or Approved Registered Provider as the case may be shall enter into a Nominations Agreement with the Council within 8 weeks of the transfer of any Affordable Housing Dwellings to that provider, or such other timescale as the Council may agree.

PART 2

Terms of Offer

- 1 The Affordable Housing Dwellings shall be transferred:

- 1.1 with vacant possession
- 1.2 subject to any easements wayleaves and rights over on and under and any other matters to which the Owner's title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer
- 1.3 free from any charge or other encumbrances which would prevent the same from being used for the development and the subsequent use of them as Affordable Housing
- 1.4 with full title guarantee and
- 1.5 cleared of debris and building materials
- 1.6 with all necessary rights of access and services

Price

- 2 The price of the Affordable Housing Land and the Affordable Housing Dwellings shall be an amount calculated to enable the Preferred Registered Provider or the Approved Registered Provider to acquire the Affordable Housing Dwellings without the need for public subsidy.

Costs

3. Each party shall bear its own costs of negotiation and exchange of contracts.

Rights

4. The provisions of Part 2 of this Schedule shall apply to the transfer of any Affordable Housing Dwelling.

Exchange of Contracts

5. Following the written acceptance of an offer by the Preferred Registered Provider or an Approved Registered Provider the Affordable Housing Dwellings shall be exchanged between the two parties within 56 days following such written acceptance (or such longer period as may be required by the Preferred Registered Provider or the Approved Registered Provider but in any event not exceeding 90 days).

Occupation of the Affordable Housing Dwellings

6. Subject to the terms of this Deed, the Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within (eight) 8 weeks of the transfer of the Affordable Housing Dwellings to the Preferred Registered Provider or

the Approved Registered Provider the Owner shall procure the execution by the Preferred Registered Provider or the Approved Registered Provider of the Nominations Agreement and deliver the same to the Council.

Affordable Housing Mortgagee Sale Provision

7. The Affordable Housing provisions in this Deed shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- 7.1 Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall make reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Preferred Registered Provider or to an Approved Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 7.2 If such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

SCHEDULE 2 - CONTRIBUTIONS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Bus Service Enhancement Contribution”	means the sum of Fifty Eight Thousand Six Hundred and Forty Four Pounds (£58,644) Index-Linked towards the provision of bus stop enhancements situated at Old Forest Road serving the Development
“NHS Contribution”	means the sum of Forty Eight Thousand and Twenty Eight Pounds (£48,028) Index-Linked to support local NHS capacity via investment in a capital project in the vicinity of the Development
“Off Site Open Space Contribution”	means the sum of One Hundred and Forty Thousand Three Hundred and Twenty Nine Pounds and Ninety Pence (£140,329.90) Index-Linked towards off-site creation and/or enhancement of open space in accordance with the Council's relevant open space policies in the vicinity of the Development.

OWNER’S OBLIGATIONS

The Owner covenants with the Council as follows:

1. Bus Service Enhancement Contribution

- 1.1 to pay to the Council the Bus Service Enhancement Contribution prior to first Occupation of the Development; and
- 1.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Bus Service Enhancement Contribution has been paid to the Council.

2. NHS Contribution

- 2.1 to pay the NHS Contribution to the Council prior to first Occupation of the Development.

- 2.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the NHS Contribution has been paid to the Council.

3. **Off Site Open Space Contribution**

- 3.1 to pay the Off Site Open Space Contribution to the Council prior to first Occupation of the Development.
- 3.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Off Site Open Space Contribution has been paid to the Council.

SCHEDULE 3 - EMPLOYMENT SKILLS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Employment Skills Contribution” means the Index-Linked sum to be calculated by the Council using the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan and which, if received, is to be spent by the Council on supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham:

Formula for calculating contribution set out for information:

$1 \times \text{£}3,750 = \text{Employment Skills Contribution}$

Where 1 is the total number of jobs created and apprenticeship starts identified in the Bands using V being the value of the construction costs of the development to be applied to the Bands below

Where $V = C \times D$

Where C= interior floor space of the Development in square metres using the number and size of Dwellings approved in the Reserved Matters Approval

Where D= the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (currently £1,025.00)

	Bands									
Outcomes	1	2	3	4	5	6	7	8	9	10

	£1- 3.5m	£3.5- 6m	£6- 10m	£10- 15m	£15m- 20m	£20- 30m	£30- 40m	£40- 50m	£50- 60m	£60- 100m
Community Skills Support CSCS cards School Visits etc	3	5	7	9	11	13	16	18	19	21
Apprenticeship Starts	0	2	4	6	7	8	9	10	11	12
Jobs Created	1	2	3	6	7	8	9	9	11	11

“Employment Skills Plan”

a site specific plan which includes:

(a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development accords opportunities for training, apprenticeship or other vocational initiatives to develop local employability skills required by developers, contractors and end users and

(b) a supporting method statement to accompany the plan,

both of which are to be submitted by the Owner to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table contained within the definition of the Employment Skills Contribution and the bands within that table, the bands corresponding to the cost of construction for the Development) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from that table, or such other mix as is approved in writing by the Council

EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

Part 1 – Owner's Covenants

The Owner covenants with the Council as follows:

1. Not to Commence Development until the Owner entirely at its own absolute discretion either:
 - 1.1. pays to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 are discharged in full); or
 - 1.2. submits to the Council an Employment Skills Plan to be approved in writing by the Council such approval not to be unreasonably withheld or unreasonably delayed and the Council approves that plan (in which case paragraph 2 shall apply and the Council agrees that the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full).
2. In the event the Owner elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then:
 - 2.1. the Owner shall discharge the requirements of the approved Employment Skills Plan in full and to the reasonable satisfaction of the Council in accordance with the details set out in the approved Employment Skills Plan; and
 - 2.2. within seven (7) days of written request from the Council the Owner shall provide a progress report, and any further information the Council requests, to enable the Council to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require that the approved Employment Skills Plan is satisfactorily discharged within twenty eight (28) days of the date of the notice.

- 2.3. If at the end of that twenty eight (28) day period the Council considers insufficient progress has been made the Owner will be required to pay the Employment Skills Contribution or a proportion thereof to the Council within seven (7) days of a further written notice from the Council demanding payment.

Part 2 – Council’s Covenants

1. The Council covenants with the Owner that;
 - 1.1 if it receives the Employment Skills Contribution from the Owner in accordance with paragraph 1.1 of Part 1 of this Schedule, the obligations at paragraphs 1.2 and 2 of Part 1 of this Schedule shall be discharged in full; and
 - 1.2 if it receives and approves the Employment Skills Plan from the Owner in accordance with paragraph 1.2 of Part 1 of this Schedule, the obligations at paragraph 1.1 of Part 1 of this Schedule shall be discharged in full.

SCHEDULE 4 - ESTATE ROADS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Estate Roads”	the carriageways and footways including the lighting to and drainage of the carriageways and footways to be constructed within the Site
“Estate Roads Management Plan”	a plan setting out how the Estate Roads will be managed and maintained in accordance with the Planning Permission and which may be revised or replaced from time to time with the written agreement of the Council

The Owner covenants with the Council as follows:

1. Prior to Occupation of the Development to submit an Estate Roads Management Plan to the Council for approval in writing and not to Occupy the Development unless the Estate Roads Management Plan has been approved by the Council in writing.
2. To manage and maintain the Estate Roads in accordance with the Estate Roads Management Plan to a standard to ensure their safe use for the lifetime of the Development (unless otherwise agreed in writing with the Council).

SCHEDULE 5 - BIODIVERSITY NET GAIN

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Biodiversity Net Gain On-Site Monitoring Contribution” means the Index-Linked sum to be calculated by the Council based on a rate of Three Thousand Six Hundred Pounds (£3,600.00) for up to the first hectare of land to be monitored and Three Thousand Six Hundred Pounds (£3,600.00) per hectare pro rata for each subsequent hectare or part hectare of land to be monitored with such sum to be paid by the Owner to the Council for the Council’s costs of monitoring the outcomes and compliance with the habitat management and monitoring plan requirements set out in the Planning Permission

The Owner covenants with the Council as follows:

Biodiversity Net Gain On-Site Monitoring Contribution

- 1 On or before Commencement of Development the Owner shall pay to the Council the Biodiversity Net Gain On-Site Monitoring Contribution.
- 2 The Owner covenants with the Council not to Commence Development until the Biodiversity Net Gain On-Site Monitoring Contribution has been paid to and received by the Council.

SCHEDULE 6 – TRAVEL PLAN PROVISIONS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Draft Travel Plan”	the framework travel plan referenced “SMA Ref: 7365/TP” and submitted in support of the Planning Application a copy of which is appended to this Deed at Annex 3
“Travel Plan”	a full and final form of travel plan based on the Draft Travel Plan that: (a) shall apply for a period of 5 (five) years (but which may be extended by up to 2 (two) years in accordance with paragraph 4 of this Schedule) commencing on the date of first Occupation; (b) shall be approved by the Council; and which may be revised or replaced from time to time with the written agreement of the Council
“Travel Plan Co-Ordinator”	means the person to be appointed subject to prior written approval of the Council and to undertake the travel plan obligations in accordance with this Schedule
“Travel Plan Monitoring Fee”	means the sum of Four Thousand Pounds (£4,000.00) Index-Linked towards the costs of monitoring the Travel Plan;

The Owner covenants with the Council as follows:

1. Not to Occupy the Development unless it has paid the Travel Plan Monitoring Fee to the Council.
2. Not Occupy or permit the Occupation of any Dwelling within the Development until the Travel Plan has been approved in writing by the Council PROVIDED THAT if the Travel Plan has not been rejected by the Council upon the expiry of three (3) months from the date of receipt by the Council’s Director of Place and Growth and Assistant Director Highways and Transport (or such other named directorate of the highways authority of the Council) it shall be deemed to be approved and the approved or deemed to be approved Travel Plan shall be implemented as approved.

3. That the Travel Plan Co-ordinator shall be appointed no less than three (3) months prior to first Occupation and as part of such appointment the Travel Plan Co-ordinator will be required to fulfil and perform all the obligations of the Travel Plan Co-ordinator set out in paragraphs 4 – 6 of this Schedule.
4. That the Travel Plan Co-ordinator shall undertake or commission a survey on or prior to six (6) months after the date of first Occupation (“the First Survey”). A survey will then be taken annually each year on the anniversary of the date of the First Survey for a period of five (5) years from the date of first Occupation which may be extended by up to two (2) years to seven (7) years if the targets are not met within five (5) years (“the Annual Survey”).
5. The Travel Plan Co-ordinator will report the survey results to the Council within three (3) months of each survey. The Travel Plan will be updated annually with the results of the Annual Survey.
6. The Travel Plan Co-ordinator shall implement the measures or initiatives required to achieve the objectives of the Travel Plan within five (5) years of the first Annual Survey undertaken pursuant to paragraph 4 above.
7. If the Council considers that any of the requirements of the Travel Plan are not complied with it shall notify the Owner of that failure and allow the Owner a reasonable time period in all the circumstances to remedy the failure. If the Owner does not remedy the failure within the reasonable time period, the Council may:
 - (a) carry out the works or take such other steps as the Council reasonably determines to remedy the failure to comply with the requirements of the Travel Plan; and
 - (b) implement such alternative measures which the Council reasonably determines to achieve the aims of the Travel Plan.

The reasonable cost of any works carried out or steps taken shall be payable by the Owner to the Council.

SCHEDULE 7 – OPEN SPACE

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Certificate of Practical Completion”	a certificate to be issued by the Council to certify the laying out and/ or construction of the Open Space (or part thereof) has been Practically Completed to the Council’s reasonable satisfaction.
“Final Certificate”	a certificate to be issued by the Council to certify the Open Space has been maintained to the Council’s reasonable satisfaction for the duration of the Maintenance Period and any remedial or other maintenance works have been completed by the Owner to the Council’s reasonable satisfaction
“Maintenance Period”	the period of twelve (12) calendar months from the date of the final Certificate of Practical Completion or until the issue of the Final Certificate (if later)
“Open Space”	the communal areas of informal and formal open space to be provided within the Site in accordance with the Open Space Layout Plan
“Open Space Layout Plan”	means the plan referenced 092404-ELS-POS01-A and appended to this Deed at Annex 4
“Open Space Detailed Specification and Management Plan”	the detailed specification for the establishment and future management and maintenance of the Open Space which shall include the location of the site compound and where applicable, the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings and the formation of the Management Company with responsibility to perform such obligations (in the event the Open Space is transferred to a management company) and any other

information the Council may reasonably require which may be amended from time to time with the written approval of the Council

The Owner covenants with the Council as follows:

- 1.1 not to erect any Dwellings on the Open Space nor to use the Open Space other than for open space and outdoor recreation, save for temporarily in respect of the site compound whilst the Development is being initially constructed as approved by open space condition 39 and the Open Space Detailed Specification and Management Plan;
- 1.2 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Open Space Detailed Specification and Management Plan prior to the Commencement of the Development
- 1.3 not to Commence Development until the Council has approved the Open Space Detailed Specification and Management Plan
- 1.4 to construct and deliver the Open Space in accordance with the approved Open Space Detailed Specification and Management Plan and in the location as per the approved Open Space Layout Plan pursuant to open space condition 39 of the Planning Permission and in accordance with the requirements of this Schedule so that the part of the Open Space not to be used as a site compound (as approved by condition 39 and the Open Space Detailed Specification and Management Plan) is constructed and delivered prior to the Occupation of not more than 75% of the Dwellings within the Site and the part of the Open Space approved for use as a site compound pursuant to open space condition 39 and the Open Space Detailed Specification and Management Plan is delivered prior to Occupation of any of the final 3 Dwellings on the Site;
- 1.5 not to Occupy 75% or more of the Dwellings until the Council has issued the Certificate of Practical Completion for that part of the Open Space not used for the site compound as approved by open space condition 39 and the Open Space Detailed Specification and Management Plan;
- 1.6 not to Occupy the final 3 Dwellings on the Development until the Council has issued the Certificate of Practical Completion for that part of the Open Space previously used

for the site compound as approved by open space condition 39 and the Open Space Detailed Specification and Management Plan

- 1.7 following completion of the Open Space (or part thereof in accordance with the open space condition 39 and the Open Space Detailed Specification and Management Plan) the Owner shall serve notice on the Council inviting it to inspect the Open Space (or part thereof) and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);
- 1.8 if the Council chooses to inspect the Open Space (or part thereof) and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);
- 1.9 upon completion of any remedial works the Owner shall serve notice in writing on the Council inviting it to inspect the remedial works identified pursuant to paragraph 1.8 and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);
- 1.10 the requirements of paragraph 1.9 then repeat themselves until the Council has been able to issue a Certificate of Practical Completion
- 1.11 following issue of the relevant Certificate of Practical Completion the Owner shall;
 - 1.11.1 maintain the relevant part of the Open Space for the Maintenance Period to the reasonable satisfaction of the Council;
 - 1.11.2 not use the relevant part of the Open Space otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner, and
 - 1.11.3 allow access to the relevant part of the Open Space (free of charge but on a permissive basis only) in perpetuity to members of the public each day for the purpose of recreation and play (unless the Council agrees otherwise in writing)
- 1.12 on expiration of the Maintenance Period the Owner shall:

- 1.12.1 serve notice on the Council inviting them to inspect the Open Space and issue a Final Certificate (which shall not be unreasonably withheld or delayed);
 - 1.12.2 if the Council chooses to inspect the Open Space and identifies remedial/maintenance works, to complete such remedial/maintenance works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying them (or such other timescale as may be agreed in writing with the Council); and
 - 1.12.3 upon completion of any remedial/maintenance works, to serve notice on the Council inviting them to inspect the remedial/maintenance works identified by them pursuant to paragraph 1.12.2 and issue a Final Certificate (which shall not be unreasonably withheld or delayed)
 - 1.12.4 the requirements of paragraph 1.12.3 then repeat themselves until the Council has been able to issue the Final Certificate.
- 1.13 Following the issue of a Final Certificate, the Owner shall transfer the relevant Open Space to the Management Company in accordance with paragraph 1.14 below.
- 1.14 The transfer of the Open Space to the Management Company shall contain a covenant that:
- 1.14.1 members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;
 - 1.14.2 the Open Space shall not be used otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner; and
 - 1.14.3 the Management Company shall maintain the Open Space on the Development in accordance with the approved Open Space Detailed Specification and Management Plan;
- but which shall otherwise be free from encumbrances.

- 1.15 the Management Company as successor in title to the Owner, shall maintain the Open Space in perpetuity to the Council's reasonable satisfaction and in accordance with the approved Open Space Detailed Specification and Management Plan

SCHEDULE 8 - MANAGEMENT COMPANY

The Owner covenants with the Council:

1. Prior to first Occupation of the Site to establish and engage the Management Company on terms as agreed in writing with the Council and to confirm in writing the name and contact details of the Management Company and to submit to the Council evidence of the formation of the Management Company
2. The Management Company shall be wholly owned by persons holding a relevant freehold or leasehold interest in the Site and/ or any Dwelling in the Development.
3. On:
 - 3.1 the transfer of a freehold interest in a Dwelling; and/or
 - 3.2 the grant of a long leasehold in a Dwelling;such freehold owner or lessee shall be offered the opportunity to acquire an equal interest in the Management Company as the remaining freehold owners or lessees
4. That the Management Company:
 - 4.1 shall be under an obligation to manage, clean, maintain and repair as necessary the communal areas referred to and transferred or leased to it, including the Estate Roads and/or the Open Space (as applicable) or in respect of which it has the benefit of an easement or other right in the Site and ensure the terms of requirements of the Estate Roads Management Plan, the Open Space Detailed Specification and Management Plan (as appropriate) as approved in writing by the Council are fully complied with, along with the conditions of the Planning Permission; and
 - 4.2 shall have the power to levy and collect charges from persons holding a relevant interest in the Dwellings in respect of the cost of performing the obligations referred to in this Schedule together with the cost of arranging insurances and management and such other costs as are usual for a Management Company to recover; and
 - 4.3 shall impose in every transfer or lease to the future owners and/ or occupiers of the Dwellings and the Management Company a covenant on behalf of the Management Company to comply with the terms of this Schedule and a covenant by an owner of that Dwelling not to transfer the interest in the Dwelling

without simultaneously procuring that the transferee covenant to become a member of the Management Company and pay the service charges in respect of the Development including the fair and reasonable proportion of the costs of managing and maintaining the Estate Roads and/or the Open Space (as applicable)

5. Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing.
6. On the occurrence of the winding up or cessation of the Management Company to submit to the Council details of the replacement Management Company the structure and formation of which shall be subject to the Council's prior written approval for the purpose of managing and maintaining the Estate Roads and/or the Open Space (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company).

SCHEDULE 9 – HOGGIN FOOTPATH ROUTE

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Cash Deposit”	means a cash deposit (or alternatively a bond from a reputable FCA regulated insurer) equal to the estimated cost of construction of the Hoggin Footpath, against which the Council will be entitled to draw under the Hoggin Footpath Licence in the event of default by the Owner
“Commuted Sum”	means a non-refundable payment to the Council in respect of the Council’s cost to maintain the Hoggin Footpath for 25 years
“Construction Access Licence”	means a licence authorising the use of part of the Council’s land by the Owner for a construction access
“Hoggin Footpath Licence”	means the licence authorising the construction of the Hoggin Footpath on the Council’s land by the Owner at the Owner’s expense and which shall be subject to the Commuted Sum and Cash Deposit
“Hoggin Footpath”	means the hoggin footpath in the location and specification shown on the Hoggin Footpath Plan
“Hoggin Footpath Completion Certificate”	means the “Certificate of Practical Completion” or any other certificate to be issued by the Council pursuant to the Hoggin Footpath licence to certify the laying out and/or construction of the Hoggin Footpath has been completed to the Council’s reasonable satisfaction.
“Hoggin Footpath Final Certificate”	means the “Final Certificate” or any other certificate to be issued by the Council pursuant to the Hoggin Footpath Licence confirming that the Hoggin footpath remains free of defects after being used by the public and maintained

for 12 months at the expense of the Owner following the issue of the Hoggin Footpath Completion Certificate

“Hoggin Footpath Plan” means the plan annexed hereto at Annex 5 with title “Old Forest Road, Winnersh Illustrative Footpath Connection Plan”

The Owner covenants with the Council in its capacity as local planning authority and freeholder of the land upon which the Hoggin Footpath is to be constructed as follows:

- 1.1 Prior to Commencement of the Development the Owner shall negotiate the Hoggin Footpath Licence and the Construction Access Licence with the Council (both parties to negotiate in good faith and promptly execute both documents)
- 1.2 Prior to Commencement the Owner shall construct the Hoggin Footpath and obtain the Hoggin Footpath Completion Certificate in accordance with the Hoggin Footpath Licence at its own expense (and for the avoidance of doubt, this obligation shall also be satisfied if the Hoggin Footpath Completion Certificate is deemed to have been issued).
- 1.3 Prior to the Occupation of 50% of the Dwellings, to obtain the Hoggin Footpath Final Certificate from the Council; and not to Occupy more than 50% of the Dwellings unless the Hoggin Footpath Final Certificate has been issued or deemed to have been issued by the Council.

The Council in its capacity as freeholder of the land upon which the Hoggin Footpath is to be constructed covenants with the Owner as follows:

- 1.4 To execute and complete the Construction Access Licence and the Hoggin Footpath Licence within 10 Working Days of receipt of properly executed Construction Access Licence and Hoggin Footpath Licence from the Owner.
- 1.5 The Council shall promptly following the completion of the Construction Access Licence and the Hoggin Footpath Licence provide the Owner with an original completed Construction Access Licence and Hoggin Footpath Licence either in hard or electronic copy
- 1.6 Following the issue of the Hoggin Footpath Completion Certificate the Council shall allow access to pedestrians along the Hoggin Footpath in perpetuity (free of

charge and on a permissive basis in accordance with the provisions of this paragraph) to members of the public each day for the purpose of walking along that route;

- 1.7 Nothing in this Schedule shall be construed as preventing the Council from:
- a) either serving a statutory deposit on the highway authority pursuant to s.31(6) Highways Act 1980 (or any re-enactment thereof) or erecting signage with the intention of defeating any statutory or common law presumption of dedication of the Hoggin Footpath as a public right of way or highway; or
 - b) closing the Hoggin Footpath temporarily to carry out routine maintenance works; or
 - c) closing the Hoggin Footpath at the direction or request of a Police Constable or pursuant to any other statutory requirement or court order

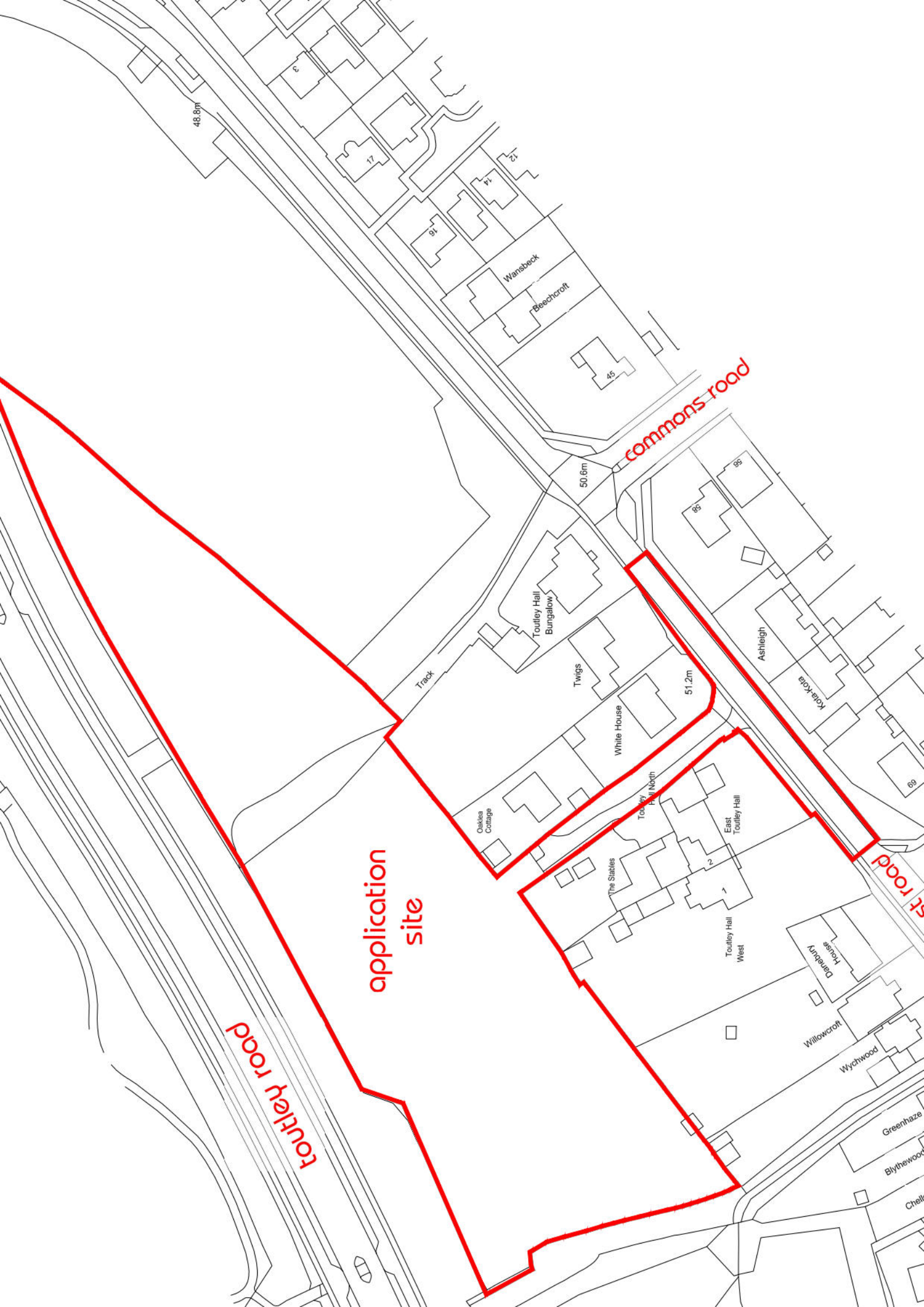
SCHEDULE 10- COUNCIL'S COVENANTS - GENERAL

1 REPAYMENT OF CONTRIBUTIONS

- 1.1 The Council hereby 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 or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

Save for the Biodiversity Net Gain On-Site Monitoring Contribution, in the event of any other contribution (or part) paid to the Council under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which the contribution (or part) was paid for a period of fifteen (15) years from the date of the final payment thereof the said sum (or part) shall to that extent be repayable on demand to the person who made the payment provided that if the Council (or a relevant third party) has entered into a contract prior to the expiry of the fifteen (15) year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

Annex 1 – Location Plan



48.8m

17

12

14

16

Wansbeck

Beechcroft

45

commons road

50.6m

85

86

Touley Hall
Bungalow

Track

Twigs

White House

51.2m

Ashleigh

Koa Koa

89

application
site

Oaklea
Cottage

The Stables

Touley Hall North

2

1

East
Touley Hall

Touley Hall
West

Danebury
House

Willowcroft

Wychwood

Greenhaze

Blythewood

Chell

Toutley road

St road

Annex 2 – Nominations Agreement

FORM OF NOMINATION AGREEMENT

BETWEEN

(2) *[name of Association] whose registered office is at *[address] (“the Association”)

1.1 In this Agreement the following words and expressions shall (unless the context otherwise requires) have the following meanings:

“Association” a body registered with the Regulator of Social Housing pursuant to Section 80 of the Housing and Regeneration Act 2008;

“Initial Nomination Period” means the period commencing on the date on which any unit shall first become available for letting or sale under Shared Ownership Leases and expiring on the date on which all of

	the units shall have been let for the first time or sold by way of initial grant of Shared Ownership Leases;
"Initial Vacancy Notice"	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for occupation;
"Lender"	means any financial institution or institutions or other person or persons company or body corporate lending monies to the Association or its successors in title as proprietor of the whole or part or parts of the Property upon the security of the whole or part or parts of the Property and the expression the "Lender" shall include persons deriving title by through or under such person;
"Nomination Period"	shall mean a period 80 (eighty) years from the date of physical completion of the first unit;
"Nomination Rights"	means the rights granted by clauses 6 and 7 hereof;
"Nominee"	a person nominated by the Council as a prospective tenant of a Social Rented Unit Affordable Rented Unit or a prospective lessee or assignee of a Shared Ownership Unit;
"Perpetuity Period"	the period of One Hundred and Twenty Five (125) years from the date of the Section 106 Agreement;
"Planning Permission"	means the planning consent granted under reference number *[number] dated *[date];
"Release Notice"	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for sale;

“Resale Notice”	means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for sale;
“Section 106 Agreement”	an agreement dated *[date] and made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council *[other parties to section 106 followed by provider] for the provision of (inter alia) affordable housing on land at *[address of site];
“Shared Ownership Lease”	means the Association’s model lease for shared ownership housing or such other shared ownership leases as have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
“Site”	means land at *[address of Site] shown edged red on the attached plan;
“Subsequent Nomination Notice”	means a written notice served by the Council on the Association during the Subsequent Nomination Period containing name, address and if available the telephone number of a Nominee;
“Subsequent Nomination Period”	means the remainder of the Nomination Period after expiry of the Initial Nomination Period;
“Subsequent Vacancy Notice”	means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for letting;
“Units”	Units comprising *[quantity] houses and *[flats] to be built on the Site being units numbered *[unit numbers] on the attached plan

*[drawing number] approved as part of the Planning Permission; and

(a) the "Social Rented Units" and/or "Affordable Rented Units" shall mean the units numbered *[number]; and

(b) the "Shared Ownership Units" shall mean the units numbered*[number];

"Void" means a Unit which having already been let for the first time is vacant;

"Working Days" means Monday to Fridays excluding public holidays.

- 1.2 Words of one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 The clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.5 Where there is a conflict between any of the provisions of this Agreement and the provisions of the Section 106 Agreement, the provisions of the Section 106 Agreement shall be taken to prevail for all purposes.
- 1.6 References to "rent" shall means:-
 - 1.6.1 In the case of a Social Rented Unit or Affordable Rented Unit, the rent payable under an Approved Tenancy;
 - 1.6.2 In the case of a Shared Ownership Unit, the gross rent payable under the Approved Lease (a proportion of which is payable, equivalent to the proportion of the equity retained by the Provider, as defined in the Shared Ownership Lease of that Unit).
- 1.7 If at any time any of the provisions of this Agreement shall become illegal invalid or unenforceable in any respect under any law, regulation or jurisdiction, either the legality, validity or enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired as a result.

2. PROVISION OF AFFORDABLE HOUSING

2.1 The Association has agreed for the duration of the Perpetuity Period to make the Units available for occupation by Nominees as follows:-

2.1.1 The Social Rented Units and Affordable Rented Units are to be let on Approved Tenancies;

2.1.1.1 An Assured Tenancy shall be granted unless otherwise agreed by the Council in writing, when an assured shorthold tenancy shall be granted for a period of twelve (12) months to serve as a probationary tenancy.

2.1.1.2 At the expiry of the twelve month period, an assured tenancy shall be granted to the tenant unless he or a member of his household has breached the terms of the assured shorthold tenancy, or unless otherwise agreed between the Provider and the Council. This shall apply both on initial lettings of the Units and on subsequent re-lets.

2.1.2 The Shared Ownership Units are to be occupied under Shared Ownership Leases. The initial market value, being the basis for the premium chargeable by the Provider for each Shared Ownership Lease shall be as set out in the First Schedule hereto.

2.2 The Association will procure completion of the construction of the Units in conformity with the Planning Permission and the Section 106 Agreement or any amended or revised consent that may be obtained.

2.3 In furtherance of the better performance of the Council's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 the Council and the Association agree to enter into a programme for the nomination of Nominee's to occupy the Units as hereinafter appearing.

3. RECITALS

3.1 The Association is the estate owner in fee simple in possession or holds the leasehold estate in the Unit(s).

3.2 It has been agreed between the parties that the Association will grant to the Council the 100% Nomination Rights for the initial tenancy or lease of the Units and thereafter Nomination Rights of 75% for all subsequent tenancies or leases of the Units for the remainder of the Nomination Period.

4. COVENANT

The terms of this Agreement shall not for the avoidance of doubt apply to a Lender or successor in title of a Lender or any receiver appointed by a Lender of any shared ownership purchaser of a Unit or any successor in title to a

Lender of such purchaser or any person acquiring a reversionary interest in such Unit pursuant to the terms of a Shared Ownership Lease or any successor in title or Lender of such person.

5. THE ASSOCIATION'S UNDERTAKING

The Association undertakes to provide *[number] low cost housing accommodation to persons nominated to the Association by the Council pursuant to this Agreement.

6. NOMINATION RIGHTS – SOCIAL RENTED UNITS AND AFFORDABLE RENTED UNITS

- 6.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

During the Initial Nomination Period

- 6.1.1 One hundred percent (100%) nominations of the Units let for the first time

During the Subsequent Nomination Period

- 6.1.2 seventy five percent (75%) (3 out of every 4) nominations of Units let for all subsequent.

- 6.2 The Association agrees with the Council that the Association will let each of the Units on an Approved Tenancy Agreement to a Nominee for whom the Unit is suitable pursuant to the conditions of clause 6.7 herein.

6.3 During the Initial Nomination Period:

- 6.3.1 The Association shall not less than six (6) weeks prior to the anticipated date of a Unit or Units becoming available for letting for the first time serve on the Council an Initial Vacancy Notice and the Council shall have the right to nominate Nominees to occupy such available Unit or Units on the terms specified by the Association.
- 6.3.2 Within seven (7) Working Days of receipt of an Initial Vacancy Notice the Council shall give to the Association an Initial Nomination Notice and the Council shall confirm details of the Nominee or Nominees and on receipt of the Initial Nomination Notice the Association shall so soon as reasonably practicable thereafter offer the available Unit or Units to such Nominee or Nominees. The Association will confirm receipt of the Council's nomination to the Nominee within ten (10) Working Days, followed by an offer of the dwelling to the Nominee in writing, or by phone, text or e-mails, and the confirm in writing whether they have accepted or rejected the offer within 48 hours of

viewing the property. Formal offers will be made in writing. The Association will copy the Council's Allocations Team into all offers sent to the Nominee.

- 6.3.3 In the event of a Nominee referred to in the Initial Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five (5) Working Days after receipt of the Association's offer or in the event of the Association rejecting such Nominee in accordance with clause 6.7 then the process contained in clause 6.3 shall be repeated until a Nominee accepts the Unit.
- 6.3.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.3.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.3.6. If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and be given the right to request a review of the decision within five (5) Working Days of the refusal - a copy of this letter shall be forwarded to the Council within five (5) Working Days of the refusal. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within five (5) Working Days of receiving a copy of the refusal letter to avoid delays in re-letting the property.

6.4 During the Subsequent Nomination Period:

- 6.4.1 The Association shall on receipt of notice of a Void give a Subsequent Vacancy Notice to the Council giving at least fourteen (14) days advance notice of the Void, who shall then have the right to nominate a Nominee or Nominees to occupy such available Unit or Units on the terms specified by the Association.
- 6.4.2 Within ten (10) days of receipt of the Subsequent Vacancy Notice the Council shall give to the Association a Subsequent Nomination Notice and the Council shall confirm details of the Nominee or Nominees.
- 6.4.3 In the event of a Nominee referred to in the Subsequent Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five (5) Working Days of receipt of the Association's offer or in the event of the Association rejecting such a Nominee in accordance with clause

6.7 then the process contained in clause 6.4 shall be repeated until a Nominee accepts the Unit.

- 6.4.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.4.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.4.6 If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and given the right to request a review of the decision within 5 Working Days of the refusal - a copy of this letter shall be forwarded to the Council. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within 5 Working Days of receiving the copy of the refusal letter to avoid delays in re-letting the property.

6.5 Continuation of the Council's Nomination Rights

- 6.5.1 The Association undertakes to make provision in accordance with this Agreement so that the Council shall continue to have Nomination Rights in respect of the lettings of each Void in accordance with clause 6 hereof.
- 6.5.2 The Association shall monitor the number of Voids during each twelve (12) month period commencing on the last day of the Initial Nomination Period in order to ensure that it complies with clause 6.1.2 and shall advise the Council at quarterly intervals of its findings.
- 6.5.3 Upon receiving notice of a Void, the Association shall determine whether an Approved Tenancy Agreement of the relevant Unit should be offered to a Nominee having regard to the Association's obligations under clause 6.5.1.

6.6 Information the Association shall supply to the Council in writing

- 6.6.1 Full details of any offer of an Approved Tenancy Agreement made by the Association to a Nominee.
- 6.6.2 If the Association makes no offer of an Approved Tenancy Agreement to a Nominee specified in either an Initial Nomination Period or the Subsequent Nomination Notice served by the Council full details of the reason for not making any offer; and

- 6.6.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.
- 6.6.4 Full details of the new tenants start date to be sent to the Allocations Team within ten (10) Working Days of the Tenancy Agreement being signed.

6.7 Assessment of prospective tenants

- 6.7.1 The Association shall not be obliged to offer an Approved Tenancy Agreement to a Nominee unless it is reasonably satisfied that the Nominee is a person whom the Association would normally house under its lettings and allocations policy in force from time to time.
- 6.7.2 The Association shall supply to the Council full details of its lettings and allocations policy at least one month prior to service of the Initial Vacancy Notice and shall notify the Council of any changes in such lettings and allocations policy from time to time.
- 6.7.3 The Association shall at all times use reasonable endeavours to ensure that the rents of the Units are set in accordance with the Association's rent policy.
- 6.7.4 In the event that any or all of the Units are rendered unfit for occupation and use by a risk not covered by an insurance policy maintained by the Association or in the event of repair rebuilding or reinstatement of any or all of the Units being frustrated by any reason beyond the control of the Association the Association may serve notice upon the Council suspending the effect of this Agreement insofar as it applies to the Units which have been rendered unfit for occupation and use until such Units are rendered fit for occupation and use PROVIDED ALWAYS that the Association shall use all reasonable endeavours to promptly render fit for occupation and use all such Units.

7. NOMINATION RIGHTS – SHARED OWNERSHIP UNITS

- 7.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

During the Initial Nomination Period

- 7.1.1 One hundred percent (100%) nominations of the Units sold for the first time

During the Subsequent Nomination Period

- 7.1.2 seventy-five percent (75%) (3 out of 4) nominations of the Units sold for all subsequent sales.

- 7.2 The Association grants to the Council during both the Initial Nomination Period and the Subsequent Nomination Period the Nomination Rights and agrees with the Council that the Association will (subject to clauses 7.3 through to 7.9 hereof) either grant a Shared Ownership Lease of each of the Units or, as appropriate, consent to the assignment of the Units in respect of which Shared Ownership Leases shall already have been granted on each occasion to a Nominee for whom the Unit is suitable.
- 7.3 For initial disposals, at least six weeks before practical completion the Association issue the Council notice setting out details of the Units, including its proposed sale price, equity share, rent on unsold equity and service charge.
- 7.4 The Association will seek referrals from their own shared ownership list. This list will be anonymised using the Prioritising for Shared Ownership Form (Annex A) providing the relevant information to assess local connection whilst adhering to the general Data Protection Regulations.
- 7.5 Within fourteen (14) days of receipt of a Release Notice or Resale Notice the Council will check the list of nominees using the Councils shared ownership criteria and return the list of nominees to the registered provider in order of priority.
- 7.6 Within twenty one days (21) of the Council providing the Association with names and addresses of Nominees pursuant to clause 7.5 above, the Association shall interview the Nominees and notify the Nominee and the Council of their decision within seven (7) days of the interview.
- 7.7 If after the Initial Nominations, there remain unsold Units, the Association will send further nominations from their Shared Ownership List to the Council's Allocations Team. The Council will send a priority list to the Registered Provider within a further seven (7) days from receipt of the notification to put forward the names and addresses of further Nominees.
- 7.8 If, after point 7.7, there still remain unsold Units, after an eight (8) week period and after appropriate marketing, advertising and promotion has been undertaken, the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 7.9 For Subsequent Sales of Shared Ownership Units, the Association will issue a Resale Notice to the Council as soon as is reasonably practicable and points 7.3 to 7.8 will apply.

8. Disposal

- 8.1 Subject to clause 8.2 the Association shall not:
 - 8.1.1 sell or otherwise dispose of the Unit or any part thereof except by way of legal charge or mortgage provided always that the grant of leases wayleaves other rights to statutory undertakers or companies for the provision of services and the dedication of the roads and sewers in connection with the construction and completion of the Units shall not constitute breaches of these conditions; or

- 8.1.2 materially limit its ability to perform its obligations under this Agreement by dealing except by way of legal charge or mortgage with the Unit (other than by letting the Units to individual tenants under Approved Tenancy Agreements or by granting Shared Ownership Leases).
- 8.2 If the Association shall dispose of all or any part or parts of the Units to a social landlord registered with the Housing Corporation under Section 80 of the Housing and Regeneration Act 2008 or any other statutory provision amending or replacing the same the Council shall have no objection thereto subject to such social landlord prior to such disposition entering into an agreement with the Council mutatis mutandis and pro tanto to the part or parts so disposed of in the form of this Agreement PROVIDED ALWAYS that the terms of this clause 8 shall not for the avoidance of doubt apply to a Lender who shall be free to dispose of the Unit free from the effect of this Agreement.
9. Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall have been deemed to have served two (2) Working Days after posting.
10. In the case of dispute or difference on any matter under this Agreement or as to the construction of this Agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment modification for the time being in force.
11. It is hereby agreed and declared that the obligations contained in this Agreement are personal to the Association and shall not be binding upon any Lender.
12. For the avoidance of doubt, in case of conflict between the Association's obligations in this Agreement and the general regulatory requirements to which the Association is from time to time bound, the latter shall take precedence, so that the Association shall not be liable to the Council for failure to comply with any of its obligations in this Agreement if compliance would be in breach of any such regulatory requirements.
13. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
14. The Association shall from time to time supply to the Council such information as the Council shall reasonably require to satisfy itself that the

obligations in this Agreement on the part of the Association have been performed and observed.

- 15.** The scheme is subject to the Section 106 Agreement and all nominations and occupation of the Units shall comply with the provisions of the Section 106 Agreement including any deeds of variations to the Section 106 Agreement entered into before or after the date of this Deed.

ANNEX A

WBC Prioritising for S/O scheme

Full Address of Scheme	RP Details:
------------------------	-------------

Applicant #	Date/Time applied	MOD?	Current tenure	Live in area?	Work in area?	Housing makeup	Additional information?	WBC priority

Private: Information that contains a small amount of sensitive data which is essential to communicate with an individual but doesn't require to be sent via secure methods.

Annex 3 – Draft Travel Plan

Travel Plan

**Land at Old Forest Road,
Winnersh**

**Prepared for
Elstree Land**

By

Stuart Michael Associates Limited

June 2025



Coombe House
Coombe Square
Thatcham
Berkshire
RG19 4JF

T: 01635 867711
F: 01635 861715
E: mail@stuartmichael.co.uk
W: www.stuartmichael.co.uk

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Registered Office: Coombe House, Coombe Square, Thatcham, Berkshire RG19 4JF.

Telephone: 01635 867711 Facsimile: 01635 861715.



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APPENDICES

Appendix A	Proposed Site Layout
Appendix B	Residential Travel Survey



ACRONYMS AND ABBREVIATIONS

ATC	Automatic Traffic Counts
BSIP	Bus Service Improvement Plan
CTMP	Construction Traffic Management Plan
CEMP	Construction Environmental Management Plan
DfT	Department for Transport
DMRB	Design Manual for Roads and Bridges
LCWIP	Local Cycling and Walking Infrastructure Plan
LHA	Local Highway Authority
LTN	Local Transport Note
LTP	Local Transport Plan
MfS	Manual for Streets
NCN	National Cycle Network
NPPF	National Planning Policy Framework
NTS	National Travel Survey
NWDR	North Wokingham Distributor Road
PIA	Personal Injury Accident
PPG	Planning Practice Guidance
PRoW	Public Right of Way
RSA	Road Safety Audit
TRICS	Trip Rate Information Computer System
SAM	Standardised Assessment Methodology
SMA	Stuart Michael Associates
SOV	Single Occupancy Vehicle
SPD	Supplementary Planning Document
SuDS	Sustainable Drainage Systems
TA	Transport Assessment
TP	Travel Plan
WBC	Wokingham Borough Council



1.0 INTRODUCTION

- 1.1 This Travel Plan has been prepared by Stuart Michael Associates, consulting engineers, on behalf of Elstree Land (the 'Client') to support a Full Planning Application for the erection of 53no. dwellings with associated landscaping, parking, drainage, open space and other associated works.

The Development Proposals

- 1.2 Full planning consent is sought for the erection of 53no. dwellings with associated landscaping, parking, drainage, open space and other associated works. The site layout is shown in Appendix A.
- 1.3 The site is located to the north of Old Forest Road, to the south-east of Winnersh, Wokingham, Berkshire. Numerous TPO and veteran trees divide the site's eastern and western extents, buffer hedgerow and trees to the south, wrapping round to the west (separating the site from adjacent neighbouring dwellings). Toutley Road (the North Wokingham Distributor Road) borders the site's boundary northern boundary.
- 1.4 The proposed access to the development for all modes will be via an existing track that links the field gate access with Old Forest Road. The track currently serves as access to the site, and two neighbouring properties: Oaklea Cottage and The Stables. Additional routes for walking and cycling are also proposed throughout the site to connect the site with the wider footway network.

The Travel Plan

- 1.5 The principal target of the Framework Travel Plan is to achieve a 10% modal shift from single occupancy vehicles (SOV) to the more sustainable modes of car sharing, public transport, walking and cycling, over an initial 5-year period.
- 1.6 To implement this TP, a Travel Plan Coordinator (TPC) will be appointed, who will be responsible for the implementation and management of the measures set out in this Travel Plan.
- 1.7 Upon written approval the acceptance of this TP a TPC will be appointed, and the Wokingham Borough Council (WBC) will be notified of the relevant contact details.



1.8 It will be the responsibility of the TPC to deliver the range of Travel Plan measures, manage the TP budget and organise for the monitoring surveys to be completed. Other duties will include, but will not be limited to:

- Overseeing the implementation of the TP;
- Liaison with WBC, local bus operators, local stakeholders (e.g. Cycle Stores) and residents of the site;
- Liaison with sales staff on the site, to ensure they are aware of the TP initiatives being promoted;
- Provision of information to residents prior to and throughout occupation (e.g. Walking & Cycling route maps, bus timetables, newsletters and other promotional material);
- Design and implementation of effective marketing measures to raise awareness of the TP;
- To co-ordinate the monitoring programme to be agreed with WBC; and
- Liaison with the TPC's at local schools and businesses.

1.9 A monitoring and review strategy will be agreed with WBC, to assess the progress of the Travel Plan. Whilst this is to be agreed by WBC, it is anticipated that the site will be monitored biennially, by way of multi-modal surveys and resident questionnaires. The first monitoring period will take place prior to occupation of the 30th dwelling on site, or 6 months after first occupation, whichever is the sooner.

1.10 The Travel Plan will be guided by aims, objectives and targets, set out in the following sections, all of which will seek to encourage travel behaviour change to sustainable travel modes.

Assessment Methodology

1.11 In preparation of this Travel Plan document, the following methodology has been undertaken:



- Consideration given to new infrastructure as part of the development, to facilitate travel on foot, cycle and public transport to/from the site;
- Desktop research of national and local policy requirements; and
- Finalising the Travel Plan measures to encourage sustainable travel choices amongst residents, based on those identified as part of the framework document and the sustainable travel opportunities that will be available to residents;

1.12 The remainder of this document sets out the strategy for the delivery of the various Travel Plan measures to be implemented. This strategy aims to raise awareness of the sustainable travel choices available to residents to encourage a shift from single occupancy car use.



2.0 PLANNING POLICY AND GUIDANCE

National Policy

- 2.1 As a consequence of the increasing pressures on the transport network and a national focus on climate change, the Government have identified the need for sustainable development. By definition, sustainable development seeks to achieve, 'Development that meets the needs of the present without compromising the ability of future generations to meet their own needs' (ref: The Brundtland Commission, 1987).
- 2.2 The following National and Local Policy and Guidance documents have been referred to, which are relevant to the proposed development:

National Publications

- National Planning Policy Framework (2024)
- National Planning Policy Guidance (2014)
- The Effects of Smarter Choice Programmes in the sustainable Travel Towns: Research Report' (2010)
- National Travel Survey (2023)

Local Publications

- Wokingham Borough Local Development Framework Adopted Core Strategy (January 2010)
- Wokingham Borough Council Local Development Scheme (2024-2027)
- Wokingham Borough Local Plan Update: Proposed Submission Plan (2023-2040)
- Wokingham Borough Council Local Transport Plan 3 (2011-2026)
- Wokingham Borough Council Active Travel Plan
- Wokingham Borough Council Smarter Choices Delivery Plan
- Wokingham Borough Council LCWIP (2023)
- Wokingham Borough Council – Borough Design Guide
- Wokingham Borough Council – Living Streets – A Highways Guide for Developers in Wokingham

Other Guidance

- LTN 1/20 Cycle Infrastructure Design (2020)



- Manual for Streets 1&2

National Planning Policy and Guidance

National Planning Policy Framework (December 2024)

- 2.3 The latest version of the NPPF builds on the previous versions but provides additional policy framework in relation to new developments. At the heart of the NPPF is a presumption in favour of sustainable development. The latest version sets out that all new developments should have a vision led approach for transport. This new requirement is explored throughout this TA.
- 2.4 With regard to promoting sustainable transport, it is recognised that when assessing sites that a vision-led approach to identify transport solutions that deliver well-designed, sustainable and popular places should be undertaken. It should involve:
- ensuring patterns of movement, streets, parking and other transport considerations are integral to the design of schemes, and contribute to making high quality places;
 - understanding and addressing the potential impacts of development on transport networks;
 - 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;
 - identifying and pursuing opportunities to promote walking, cycling and public transport use; and
 - 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
- 2.5 When considering development proposals, it should be ensured that:
- sustainable transport modes are prioritised taking account of the vision for the site, the type of development and its location;



- safe and suitable access to the site can be achieved for all users;
- 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
- 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.

2.6 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, considering all reasonable future scenarios (Paragraph 116).

2.7 Within this context, applications for development should:

- 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;
- address the needs of people with disabilities and reduced mobility in relation to all modes of transport;
- 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;
- allow for the efficient delivery of goods, and access by service and emergency vehicles; and
- be designed to enable charging of plug-in and other ultra-low emission vehicles in safe, accessible and convenient locations.



- 2.8 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.
- 2.9 The NPPF states that all developments which generate significant amounts of movement should be required to provide a Travel Plan (NPPF, paragraph 117).

National Travel Statistics

- 2.10 This TP acknowledges the impact that the Covid-19 pandemic has had upon travel patterns and mode choice and how this may influence and embed in future travel demand. Notwithstanding this, there is evidence nationally and locally that the pre Covid-19 trends in travel and since 2020, have shown decreases in both the number of trips made and the distances travelled. This has been reported upon in the National Travel Survey, whilst also being reflected in National Policy and Guidance including 'Build Back Better: our plan for growth'.
- 2.11 The National Travel Survey (NTS), 2023, published by the DfT in August 2024, is a household survey of personal travel by residents in England travelling within Great Britain, from data collected via interviews and a 7-day travel diary. The recorded data includes average trip length, proportion of trips by mode and distance travelled, journey purpose and car ownership.
- 2.12 For the first time since 2019, the NTS 2023 was the first year to operate with a fully face-to-face data collection. The final response rate for NTS 2023 was 32%. This is an increase of one percentage point since NTS 2022 (31%). The number of households invited to take part in the NTS was increased in 2023. This means that the number of individuals responding was 74% higher than in 2022 (8,087 individuals), with 14,102 individuals participating in the survey in 2023. The results of the survey, summarised below, and compares changes in travel behaviours as the country adapts to changes in the way we live post-pandemic:
 - The average number of journeys per person per year increased slightly from 862 in 2022 to 915 in 2023 (an increase of 6%) but a 4% decrease on the level prior to the Covid-19 pandemic when people made 953 trips per person (NTS0101);



- 78% of all households own at least 1 car. Car ownership of at least 1 car was significantly lower among lowest income households (60%) compared with highest income households (86%) (NTS0703);
- In 2023, 9% of trips involved public transport as the main mode. Half of public transport trips used a single mode of transport (50%), and the remaining half used more than one transport mode (50%). For all public transport trips, walk was the most frequent mode to begin a public transport trip with 33%, followed by other local bus (25%).
- Trends in bus travel (outside of London) saw a significant decrease during the pandemic where trips fell from 32 trips per person in 2019 to 15 trips per person in 2020. This has since increased to 25 trips per person in 2023, this is similar to 2022 with 14 trips per person. The increase in trip rates on buses outside London in 2023 may have at least partially been impacted by the national £2 bus fare cap which came into effect on buses outside London from January 2023 (NTS0303).
- Travel by surface rail accounted for 2% of all trips and 8% of total distance travelled;
- The average number of cycle journeys and distance made per year remained unchanged from 2021 as 2% and 1% on average respectively, in 2023. (NTS0303);
- Adults with access to a bicycle varied across all age ranges between 2019 and 2023 as indicated below (NTS0608);

Table 2.1 2.1 National Travel Statistics

Age	2019	2020	2021	2022	2023
40 – 49	49%	58%	53%	50%	44%
30 – 39	39%	48%	43%	37%	36%
21 – 29	30%	32%	39%	32%	30%
17 – 20	41%	53%	45%	45%	44%

- Walking trips continued to show an increase of 5% compared to 2019 levels with 263 walking trips per person in 2023, similar to 2022 (267 trips per person) and **Table 2.1**



- 81% of trips under one mile were walks in 2023, similar to the proportion in 2022 (83%) and 2019 (80%) (NTS0308).

Decarbonising Transport (2021), Gear Change- A bold vision for cycling and walking (2020)

2.13 Gear Change sets out the vision for transforming our transport system to see a step-change in cycling and walking. It outlines 4 themes to ensure that active travel is embedded in wider policy making for local authorities, empowering them to make bold decisions ensuring that public transport, walking and cycling are “At the heart of considerations for all transport policy and planning, at all levels of leadership”.

- Theme 1: Better streets for cycling and people;
- Theme 2: Putting cycling and walking at the heart of transport, place-making, and health policy;
- Theme 3: Empowering and encouraging local authorities;
- Theme 4: We will enable people to cycle, and protect them when they are cycling;

Local Policy

Wokingham’s LTP3 (2011-2026)

2.14 The Wokingham Borough Council Local Transport Plan 3 (LTP3) provides details of how the Council will achieve its transport vision up to 2026, improving transport and accessibility over a fifteen-year period by bringing together transport policies as well as local and nationally significant schemes. It sets the policy framework for the development of an active travel plan. Given that in the UK over 50% of car journeys are shorter than three miles, there is scope to replace car journeys with more active forms of travel.

2.15 In the Council’s third Local Transport Plan we have developed a specific active travel goal in support of the overall vision for transport in the Borough. This is set out below:

- 2.16 “To work with partners to promote walking and cycling as health enhancing physical activities for all of our residents through providing:
- Connected, convenient, safe and signed pedestrian networks across the Borough to enhance existing networks



- New cycleways integrated with the existing cycle network
- Improved cycle parking at stations, businesses and schools”

Wokingham Borough Active Travel Plan 2011-2026

2.17 To guide the development of active travel across the Borough, Wokingham Borough Council's Active Travel Plan has three over-arching policies that are set out in the Local Transport Plan (LTP) as:

Active Travel (AT)

2.18 The four objectives for the Wokingham Borough Council Active Travel plan are:

1. To work in partnership with businesses to encourage walking and cycling to centres of employment
 2. To actively encourage walking and cycling to schools, colleges and other education facilities
 3. To improve and encourage active travel access to town and local centres, public open spaces and public transport interchanges
 4. To work with partners to promote the benefits of active travel to reinforce public health messages
- **Policy AT1:** Increasing opportunities to walk and cycle - We will actively encourage integrating walking and cycling routes and facilities into key destinations including:
 - Retail, leisure and social facilities
 - Public transport interchanges
 - Schools, colleges and other educational facilities
 - Employment Areas
 - **Policy AT2:** Recreation and Active Travel - Improving access to public open spaces and country parks will help to encourage walking and cycling as leisure activities
 - **Policy AT3:** Active Travel for all - To provide walking and cycling opportunities that are inclusive for residents with mobility, visual and hearing impairments and other disabilities
 - **Policy SCDM1:** Partnership Working - The Council will work with public, private and voluntary partners to deliver improvements to the Borough's transport network



Wokingham Borough Local Development Framework - Adopted Core Strategy
Development Plan (January 2010)

- 2.19 The Wokingham Borough Adopted Core Strategy Development Plan was adopted on 10 January 2010. It sets out the long-term spatial vision for how the Borough will develop up to 2026 and how the WBC aims to protect and enhance the quality of life within the Borough.
- 2.20 The Core Strategy sets out the objectives and over-arching policies that continue to guide the scale, location and type of development in the Borough. As outlined in Section 3, the vision for the Wokingham Borough is to “sustain the area’s economic growth and ensure the needs of all groups have been met, whilst maintaining the Borough’s landscape, ecology, heritage and environment. Development will avoid areas where it would be affected by flooding, noise and pollution”.
- 2.21 The key strategies outlined include, but are not limited to:
- Improvement in infrastructure to ensure everyone has access to high quality services;
 - The provision of a good transport system, to reduce the current high car ownership and congestion;
 - More effective use of existing employment sites and other measures to support smart growth to support the area’s buoyant economy;
 - Development proposals will respect the character of the Borough and build upon the attractiveness and features of the area; and
 - Development will be concentrated in villages and towns that have a significant range of infrastructure or will have as a result of the development;
- 2.22 The Core Strategy details 21 Core Strategy Policies in order to achieve the objectives and visions of the WBC.
- 2.23 The adoption of this Travel Plan will be used to monitor Policy CP6: Managing Travel Demand – which states that planning permission will be granted for schemes that meet the following criteria:



- provide for sustainable forms of transport to allow choice;
- are located where there are, or will be at the time of development choices, in the mode of transport available and which minimise the distance people need to travel;
- improve the existing infrastructure network, including road, rail and public transport, enhance facilities for pedestrians and cyclists, including provision for those with reduced mobility, and other users;
- provide appropriate vehicular parking having regard to car ownership;
- mitigate any adverse effects upon the local and strategic transport network that arise from the development proposed;
- enhance road safety; and
- do not cause highway problems or lead to environmental problems.

Wokingham Borough Local Plan Update: Proposed Submission Plan (2023-2040)

- 2.24 The Wokingham Borough Local Plan Update is set to replace the Core Strategy (2010) and the Managing Development Delivery (2014) Local Plans. The Local Plan Update sets out the vision, strategic objectives and strategy for managing development across the Wokingham Borough and will be adopted in 2025.
- 2.25 The key vision outlined in the Local Plan Update consists of the following objectives:
- A borough that focuses on the needs of our communities;
 - A borough that will be sustainable for generations to come; and
 - A borough where people choose to live, learn and work because both the places we build and the places we protect are valued and enriching
- 2.26 The Local Plan Update has been prepared in accordance with the principles of achieving sustainable development as set out in the NPPF, guiding the Spatial Strategy, which seeks to maximise opportunities to re-use or redevelop brownfield land where possible, and support the regeneration and enhancement of town centres within the Borough.



- 2.27 Strategic Policies comprise the growth strategy and framework for the Wokingham Borough and provide the core principles which development proposals are required to meet. Policy C2 (below) is of relevance to this TA.
- 2.28 **Policy C2:** Mitigation of transport impacts and highways safety and design:
1. Development proposals must fully assess the transport impacts of the development and provide for appropriate mitigation to minimise the adverse effects. Specifically, development proposals are required to:
 - a) Ensure that any material adverse impacts on existing and forecast traffic conditions are mitigated;
 - b) Provide, or make reasonable contributions towards providing, the transport infrastructure necessary to address the needs arising from the proposal, having regard to the cumulative impacts of development, secured either as a requirement of planning conditions or by the payment of financial contributions through planning obligations, and/or the Community Infrastructure Levy;
 - c) Prepare and submit Transport Assessments or Statements alongside development proposals in accordance with the council's Local Validation requirements; and
 - d) Implement measures to promote and improve sustainable travel through agreed travel plans or through making an appropriate contribution to the borough wide My Journey initiative or any successor scheme. Travel Plans should include appropriate monitoring to ensure targets are met.
 2. With regards to highways safety and design, all development proposals must implement a proportionate package of measures that:
 - a) Ensure safe and suitable access to the site for all users;
 - b) Contribute towards a high-quality public realm designed in accordance with Living Streets (or any successor document), user access hierarchy and demonstrate how the relevant principles of Healthy Streets have been incorporated;



- c) Prioritise pedestrian, cycling and sustainable transport in accordance with Policy C1;
- d) Design roads to optimise traffic flows to avoid adverse environmental impacts; and
- e) Provide effective, convenient and safe delivery, collection, servicing and refuse, and recycling collection arrangements.

2.29 Proposals for new roads should be tracked for larger vehicles and, if served by bus routes, would need to accommodate bus stop infrastructure to an agreed standard with the local highway authority.

Wokingham Borough Council Local Development Scheme 2024-2027

2.30 The Local Development Scheme (LDS) set out the work program for the local plans the WBC aims to prepare over the next three years.

2.31 The LDS explains which local plans the WBC will work on, what will be in the plans and where they will apply, how long it will take to prepare the plans and what kind of plans they are. These documents form part of the Development Plan.

Wokingham Borough Council Smarter Choices Delivery Plan

2.32 The Wokingham Borough Council Smarter Choices Delivery Plan supports the LTP3 and outlines the WBC's approach to enable people who live, visit and work in the area to make informed, safe and sustainable travel decisions from a range of transport options.

2.33 The three key policy objectives for smarter choices are:

- 1) Travel information & Social Media – to provide the necessary and up-to-date travel information for all modes of transport to enable informed decision making.
- 2) Travel Planning – to work with developers and local businesses to produce high quality and meaningful workplace and residential travel plans to help deliver sustainable commuting practices; and to continue to encourage active travel to and from schools; to work with Network Rail and Train Operating companies to develop and deliver travel plans for stations.



- 3) Car sharing and Car Clubs – to help reduce and manage demand for the Borough’s roads and parking by establishing an online car-sharing club and identifying opportunities for the introduction of a viable car club for the Borough.

Wokingham Borough Council Bus Service Improvement Plan (2024-2040)

- 2.34 WBC’s Bus Service Improvement Plan (BSIP) is a long-term strategy for the transformation of the borough’s bus network and a precursor to the borough’s fourth Local Transport Plan. The BSIP was developed in partnership with local bus operators, neighbouring authorities and community stakeholders to provide a high-quality bus network for residents and visitors that contributes towards improving accessibility, local air quality, reducing road congestion and enabling carbon neutrality by 2030.
- 2.35 The projects identified through the (BSIP) and emerging Local Transport Plan 4 (LTP4) will be funded through bus grants from the Department for Transport, as well as through developer contributions via new housing.

Wokingham Borough Council LCWIP (March 2023)

- 2.36 Wokingham Borough Council Local Cycling and Walking Infrastructure Plan (LCWIP) was developed to identify specific active travel infrastructure schemes that can be incorporated into local transport policy and capital investment programmes for Wokingham Borough.
- 2.37 The LCWIP identifies key areas of focus for walking and wheeling through the identification of desire lines for pedestrians and cyclists with four key areas located across the borough including:
 - Woodley
 - Twyford
 - Winnersh and
 - Wokingham Town Centre
- 2.38 The LCWIP identified key corridors and areas with a high potential for walking and cycling trips between major development areas dividing the borough into the north, west, south east and south west identifying the following improvements:



The North – Twyford, Wargrave, Charvil, Sonning and Hurst

Cycling:

- Links to Twyford Railway Station
- New bridges over the River Loddon to offer cyclists a safe route to the station
- Cycle link from Woodley to Twyford Station
- Wokingham Town to Twyford route
- Route to Piggott School is narrow and feels unsafe for cyclists

Walking:

- 2 bridges across the River Loddon closed to Loddon Park and Sandford Farm
- Poorly maintained path along the A4

The West – Winnersh, Woodley, Earley

Cycling:

- Reading Road 'backbone' route
- Links to Thames Valley Park
- Woodley to Earley is an important route for school and leisure trips

Walking:

- Walking connections between TVP and Earley & Woodley
- Adjacent communities of Maiden Erlegh and North Earley/Woodley poorly served by quiet routes. Divided by both railway and motorway

The South East - Wokingham Town, Barkham and Finchampstead;

Cycling:

- Wokingham Town to Bracknell (opportunity to join up with Bracknell cycleway on nine-mile ride)
- North Wokingham to Twyford Station – faster trains to London
- Crowthorne to Wokingham Town
- South Wokingham to Strategic Development Location
- Cycle route through town centre on the A329 Corridor
- Finchampstead to Wokingham Town Centre route (via Finchampstead Road)



Walking:

- Improve provision to Wokingham railway station
- Access to train station is difficult – under the bridges have narrow pavements; and

The South West - – Shinfield, Arborfield, Spencer's Wood and Swallowfield

Cycling:

- Align with Arborfield & Barkham Neighbourhood Plan
- New Railway Station opening at Green Park, South Reading

Walking:

- Consider links to and within Arborfield SDL district centre and school
- Walking links between Arborfield Garrison and town centre area

2.39 The LCWIP identified that improvement interventions were correlated with areas suffering from existing issues, such as speeding vehicles and being difficult to cross, as well as key links to town centres and railway stations. The walking and cycling trip potential analysis had similar results identifying a greater potential for cycling trips on longer inter-urban routes, such as Wokingham Town to Winnersh and on to Earley.

Wokingham Borough Council's Living Streets – A Highways Guide for Developers

2.40 Living Streets - A Highways Guide for Developers in Wokingham outlines the key principles for developers to follow when producing new highway layouts for all types of development. The guide supersedes the Wokingham Highway Design Guide (2006) and should be used in conjunction with the Wokingham Borough Design Guide (WBC, 2012), Wokingham transport policy guidance documents as and any subsequent relevant documents.

Wokingham Borough Council – Borough Design Guide SPD

2.41 The Borough Council Design guide replaces the Borough's Residential Guide and builds on the success of its predecessor by ensuring development proposals are appropriate and protect nearby properties from the impact of the development.



- 2.42 The Borough Design Guide brings together, updates and extends previous guidance in line with the Adopted Core Strategy and has been created to help deliver the vision and objectives of the Borough.
- 2.43 The overall aim of the guidance is to enhance the quality of development and make sure proposals are of the highest quality of design. That means inclusive, safe, harmonious, welcoming, sustainable places that are well-related to the surroundings. Its key objectives are:
- To promote good design through the development process;
 - To create attractive, harmonious and well used places;
 - To ensure that all developments improve the character and quality of the area;
 - To encourage vibrant communities where people feel safe;
 - • To create places that provide ease of movement and are accessible to all;
 - To respect and be sympathetic to the character of the area in which the development is situated;
 - To minimise overlooking, loss of privacy, loss of amenity or over-dominance;
 - To take full account of the mass and height of development in relation to adjacent development and surrounding spaces; and
 - To ensure that new development meets the needs of its users.

National Guidance

DMRB

- 2.44 The Design Manual for Roads and Bridges (DMRB) contains information about current design standards relating to the design, assessment and operation of motorway and all-purpose trunk roads in the United Kingdom. The DMRB was updated in March 2023 to arrange the document according to the technical discipline and the asset lifecycle stage, represented by the two letters at the start of the new document codes.

Manual for Streets 1 & 2

- 2.45 The guidance document MfS (2007) and the expansion document Manual for Streets 2 (MfS2) (2010) provide guidance regarding street and non-trunk road design. The concept of the MfS documents places the needs of pedestrians,



cyclists and public transport users above those of private vehicle users. MfS updates the link between planning policy and street design and encourages the development of inclusive environments.

- 2.46 Whilst the original MfS focused on lightly trafficked residential streets, many of its principles can be applied to other routes, such as high streets and lanes in rural areas as reported within MfS2. MfS2 outlines methods by which the “place” and “movement” functions of different street types can be examined and provides guidance as to the appropriate street designs and standards which can be used in different environments.

Table 2.2 LTN1/20 Cycle Infrastructure Design

	Town Centres	Commuting / School / Sight-Seeing	Elsewhere
Desirable	200	500	400
Acceptable	400	1000	800
Preferred Maximum	800	2000	1200

Source: Table 2.1 Guidelines for Providing for Journeys on Foot, IHT, 2000.

- 2.47 LTN1/20 replaces previous design guidance documents LTN2/08, LTN1/12 which have subsequently been withdrawn. LTN1/20 provides guidance and good practice for the design of cycle infrastructure, in support of the Cycling and Walking Investment Strategy and provides a recommended basis for local authorities when setting design standards for their roads. In order to apply for Government funding for new cycling schemes, in particular, cycle infrastructure, local authorities must demonstrate that the guidance has been given due consideration.

Wokingham Borough Council Residential Travel Plan Guidance for Developers (2017)

- 2.48 This guidance outlines Wokingham's borough-wide strategy to achieve sustainable development. It informs developers how about residential travel planning options for new developments in the borough presenting a holistic approach to travel planning and builds on the success of My Journey Wokingham in promoting healthy, sustainable transport options.

- 2.49 It provides developers with two options:



Option 1 – To join My Journey Wokingham –

2.50 Should developers opt to join My Journey Wokingham, WBC require the following information;

2.51 A submitted planning application with highway improvements

- Details regarding facilities for sustainable travel such as walking and cycling infrastructure improvements
- 22KW Electric car charging facilities
- Public Transport infrastructure inclusion and improvement demonstrating connectivity

Option 2 – To provide a Travel Plan as per National Guidance

2.52 For the provision of a Travel Plan as per National Guidance developers must continue to implement and monitor individual residential travel plans specific to their site and development proposals. As such;

- The Travel Plan must be implemented and monitored for 5 years to achieve mode shift reductions – this can be extended for a period of 2 years should travel plan targets not be achieved
- A Section 106 (S106) monetary intervention is triggered should there be a failure to achieve mode shift targets.
- Developers must pay a contribution per dwelling and a travel plan monitoring fee will be secured by Wokingham Borough Council.

Summary

2.53 As outlined in the proceeding sections of this document, the design of the development fully reflects the key transport planning principles, as set out in current local, regional, and national planning policies and best practice guidance.



3.0 THE DEVELOPMENT AND ACCESSIBILITY

The Development

- 3.1 Full planning consent is sought for the erection of up to 57 no. dwellings of which 10-20% will be affordable houses on Land at Old Forest Road, Winnersh, Wokingham, Berkshire. Proposals include vehicular access point, landscaping, sustainable drainage systems (SuDS) and associated works. The site layout is shown in Appendix A.
- 3.2 The site is located to the north of Old Forest Road, to the south-east of Winnersh, Berkshire (**Figure 1.1** refers). Numerous TPO and veteran trees divide the site's eastern and western extents, buffer hedgerow and trees to the south, wrapping round to the west (separating the site from adjacent neighbouring dwellings). Toutley Road (the North Wokingham Distributor Road) borders the site's boundary northern boundary.
- 3.3 The proposed access to the development for all modes will be via an existing track that links the field gate access with Old Forest Road. The track currently serves as access to the site, and two neighbouring properties: Oaklea Cottage and The Stables. Additional routes for walking and cycling are also proposed throughout the site to connect the site with the wider footway network.

Local Highway Network

- 3.4 The North Wokingham Distributor Road (NWDR/Toutley Road) runs along the site's northern boundary and connects Old Forest Road to the A329 near the BP garage on Reading Road with the A329(M) Reading to Bracknell motorway near the Coppid Beech roundabout junction. The A329 connects the site with the A329(M) and M4 via the A3290.
- 3.5 The NWDR consists of seven separate schemes, five of which were led by developers (Bell Farm, Matthewsgreen, Kentwood Farm, Keepatch Beech and Ashridge Farm) and two that were delivered by Wokingham Borough Council, these being West of Old Forest Road (WOFR) and Toutley Road and provides a link from Winnersh to the A329(M) avoiding Wokingham town centre.
- 3.6 In addition, the NWDR allows access to the new North Wokingham developments and gives these areas a convenient and direct route to the motorway network via the A329 (M) and the M4.



Local Facilities/Amenities

- 3.7 Manual for Streets (MfS) guidance considers that a walkable neighbourhood is one which has a range of facilities within 10 minutes walking distance (up to 800m) of residential area, which residents can comfortably access on foot. It is stated that this should not be considered an upper limit. The IHT guidance *‘Providing for Journeys on Foot’ (2000)*, recommends suitable maximum walking distances of up to 2km for key trip ends (**Table 2.1** refers).
- 3.8 **Figure 3.3** illustrates the local facilities surrounding the site. **Table 3.1**, as follows, provides a summary of some of the local facilities and an estimated walking and cycling time between the centre of the site and the local facilities.



Table 3.1 Estimated Walking and Cycling Times to Local Facilities

Facility	Distance (m)	Walk Time (minutes)	Within Preferred Maximum	Cycle Time (mins)	Within Preferred Maximum
<u>Bus Stops</u>					
Lowther Road Bus Stops	150	01:47	✓	00:30	✓
Toutley Close	250	2:59	✓	00:46	✓
Sadlers Lane Bus Stops	850	10:07	✓	02:50	✓
<u>Railway Stations</u>					
Winnersh Railway Station	1850	22:01	✓	06:10	✓
Wokingham Railway Station	2350	27:59:00	No	07:50	✓
<u>Education</u>					
Redwood Early Years Pre-School	900	10:43	✓	03:00	✓
Emmbrook Infant School	900	10:43	✓	03:00	✓
Emmbrook Junior School	950	11:19	✓	03:10	✓
The Emmbrook School (Sixth Form)	1000	11:54	✓	03:20	✓
<u>Leisure & Community</u>					
Emmbrook Sports & Social Club	350	04:10	✓	01:10	✓
Emmbrook Village Hall	650	07:44	✓	02:10	✓
The Emmbrook Inn	700	08:20	✓	02:20	✓
The Dog & Duck	950	11:19	✓	03:10	✓
Monkey Mates	950	11:19	✓	03:10	✓
ARC Gym	1000	11:54	✓	03:20	✓
<u>Faith</u>					
Woosehill Church	1750	20:50	No	05:50	✓
<u>Retail</u>					
M&S Simply food & BP Petrol Station	850	10:07	✓	02:50	✓
Emmbrook Post Office	950	11:19	✓	03:10	✓
Emmbrook Food & Wine	1050	12:30	✓	03:30	✓
Coop Food & ATM	1500	17:51	✓	05:00	✓
Sainsbury's & Argos	1850	22:01	No	06:10	✓
Winnersh Post Office & Convenience Store	1950	23:13	No	06:30	✓
<u>Healthcare</u>					
Morrisons Pharmacy	1550	18:27	No	05:10	✓
Woosehill Medical Practice	1650	19:39	No	05:30	✓
<u>Other Facilities</u>					
M&S Simply Food ATM	850	10:07	✓	02:50	✓
Shell Recharge Charging Station	1000	11:54	✓	03:20	✓
Sainsbury's ATM	1850	22:01	No	06:10	✓
Notes: 1. Distance is the distance from the centre of the site measured along existing roads and footpaths.					



2. Walking time is the walking time from the centre of the site based on an average walking speed of 1.4m/s set out in IHT's 'Guidelines for Providing for Journeys on Foot'.
3. Cycling time is the cycling time from the centre of the site based on a cycling speed of 5m/s set out in DMRB Volume 11, Section 3.

Non-Motorised User Accessibility

Walking and Cycling

- 3.9 Existing footways on Old Forest Road in proximity to the site are of varying widths (0.9m-1.6m) due to overgrown foliage within the extent of the highway boundary. These footways connect the site with existing walking and cycling links on the NWDR/Toutley Road to the east of the site.
- 3.10 To the west of the site, footways of approximately 1.7m are provided on both sides of the carriageway until the railway bridge where the footway continues on the westbound direction only. Once over the railway bridge footways continue on both sides to the junction with the A329 Reading Road.
- 3.11 The NWDR runs adjacent to the site's northern boundary and provides shared footway/cycleways that connect with the A329 Reading Road which forms part of National Cycle Network (NCN) 422. The A329 provides a combination of on-road cycle routes and shared footway/cycleways towards Winnersh railway station and Winnersh town centre.
- 3.12 The NWDR/Toutley Road also provides continuous shared walking/cycling facilities connecting the site with Queens Road, the Mathews Green Development and local centre which includes a Co-op Food Store, ATM, Royal Mail postal facilities and St Cecilia's Church of England Primary School to the southeast, and the A329 for routes into Winnersh town centre, and Winnersh railway station to the northwest.
- 3.13 Emmbrook Infant School and The Emmbrook School are located on Emmbrook Road and can be accessed via Lowther Road or Commons Road. Both roads provide continuous footways from Old Forest Road.
- 3.14 Commons Road provides footways of approximately 1.6m width and Lowther Road provides footways of approximately 1.7m width, however the surfacing on both roads is uneven in places and there are no dropped crossings with blister style tactile paving until the junction of Emmbrook Road where tactile paving is provided to cross Commons Road for routes towards both schools.



- 3.15 Based upon the existing pedestrian and cycle facilities, a review of the approximate walk and cycle distance and journey times to local facilities from the centre of the site has been undertaken.
- 3.16 The DfT (DMRB, Volume 5 – Provision for Non-Motorised Users – February 2005) recognises that:
- Nearly half of all journeys are less than 2 miles, a distance that could be walked by the majority of people.
 - Walking is used to access a wide variety of destinations including educational facilities, shops and places of work, normally within a range of 2 miles, walking and rambling can also be undertaken as a leisure activity, often over longer distances.
 - Nearly three quarters of all journeys are less than 5 miles in length, distances that could easily be cycled by the majority of people.
- 3.17 Manual for Streets (paragraph 4.4.1) equally acknowledges that “walking offers the greatest potential to replace short car trips, particularly those under 2km”. Further MfS guidance considers that a walkable neighbourhood is one which has a range of facilities within 10 minutes walking distance (up to 800m) of residential area, which residents can comfortably access on foot. It is stated that this should not be considered an upper limit.
- 3.18 As the National Travel Survey (2020) confirms (NTS0303), average journeys by bicycle are 4.1 miles (6.6km), with 63% of journeys by foot being under one mile. As these statistics suggest, there are instances where these distances would be exceeded.
- 3.19 The Design Manual for Roads and Bridges (DMRB), Volume 6, Section 3, Part 5 (CD143) was published by National Highways (2019) and replaces TA 91/05. Section 2 of CD 143 ‘General Design Principles’ states that walking, cycling and horse-riding routes should be designed to achieve the best balance of the five core principles:
- Coherence;
 - Directness;
 - Comfort;



- Attractiveness; and
- Safety.

3.20 Local Transport Note (LTN) 2/08 Cycle Infrastructure Design was published by the DfT in 2008 and details, in paragraph 1.5, “Typical cycle trip distances” –

3.21 *“In common with other modes, many utility cycle journeys are under three miles, although, for commuter journeys, a trip distance of over five miles is not uncommon. Novice and occasional leisure cyclists will cycle longer distances where the cycle ride is the primary purpose of their journey. A round trip on a way-marked leisure route could easily involve distances of 20 to 30 miles. Experienced cyclists will often be prepared to cycle longer distances for whatever journey purpose”.*

3.22 With regard to access to existing services/facilities in proximity to the site, **Table 3.1** provides a summary of approximate distances and journey times from the centre of the site. Existing walking and cycling routes are provided in **Figure 3.1** whilst **Figure 3.3** illustrates walking and cycling journey times to local facilities surrounding the site.

Public Transport

Bus Services

3.23 Bus stops (Lowther Road bus stops) providing access to services 122/123 (eb) and 129 (wb) are located on Forest Road approximately 200m to the west of the proposed site access.

3.24 Managed by Thames Valley Buses, the no. 122 service provides an hourly circular route around Woosehill & Emmbrook and Wokingham, stopping at Wokingham Railway Station on weekdays and a bihourly service between 09:33 and 13:26 from the Lowther Road bus stops. This service does not run on Sunday or public holidays.

3.25 Managed by Thames Valley Buses, the no. 128 and 129 services provide connections between Wokingham town centre, Twyford, Sonning, Woodley and Reading town centre at an hourly frequency on weekdays, every 2 hours on Saturday, but does not run on Sunday.



- 3.26 These bus services connect the site with the local district centre within the Mathews Green development and Wokingham Town Centre. Whilst the service also provides access to local schools, it's hours of operation are outside of school commuting times, it should be noted however, that in accordance with Manual for Streets maximum desired walking distances, The Embrook school and Embrook Junior and Infant schools are within walking distance of the site.
- 3.27 Further bus stops located on Commons Road near to Toutley Close (in both directions) provide access to bus service 128, which connects the site with Winnersh railway station for rail service to Reading and London Waterloo.
- 3.28 In addition, the Sadlers Lane bus stop is located along the A329 Reading Road and is approximately 850m from the site's centre. Bus services no. 4/4A (Lion) and no. 128 and no. 129 are available from this stop.
- 3.29 The no. 4 and 4A (Lion) services are managed by Reading Buses and provides connections between Bracknell bus station and Reading town centre at a frequency of every 15 minutes Monday to Saturday, and every 30 minutes on Sunday.
- 3.30 Managed by Thames Valley Buses, there is also the no. 151A service between Emmbrook School and Bracknell via Binfield, which operates once per day in both directions. The no. 151 service between Wokingham and Bracknell operates every 2 hours on Saturday and does not run on Sunday.
- 3.31 A summary of the operating hours and frequencies of the bus routes within the local area is provided in **Table 3.2**, with their routes shown in **Figure 3.2**.



Table 3.2 Local Bus Services

Service		Monday - Friday		Saturday		Sunday	
		Operating Hours	Typical Frequency	Operating Hours	Typical Frequency	Operating Hours	Typical Frequency
4/4A (Lion)	Bracknell – Wokingham - Reading	05:44 - 23:36	Every 15 mins	07:04 - 23:36	Every 15 mins	08:10 - 20:51	Every 30 mins
	Reading – Wokingham - Bracknell	05:23 - 23:26	Every 15 mins	06:57 - 23:26	Every 15 mins	08:10 - 20:22	Every 30 mins
122	Woosehill - Wokingham	09:05 - 15:14	2 every other hour	3 services at 09:33, 11:33 and 13:28		No Service	
128/129	Wokingham - Reading	07:10 - 18:19	Hourly	08:30 - 17:09	Every 2 hours		
	Reading - Wokingham	08:08 - 19:36	Hourly	10:17 - 18:34	Every 2 hours		
151/151A	Wokingham - Binfield - Bracknell	15:11	Once per day	08:35 - 17:25	Every 2 hours		
	Bracknell - Binfield - Wokingham	07:30	Once per day	07:45 - 16:45	Every 2 hours		

Rail Services

- 3.32 Winnersh Railway Station is located approximately 2km north-west of the centre of the site via the A329 Reading Road and local road network (**Figure 3.2 and Figure 3.3** refer). The station, which is run by South Western Railway, has 10 covered cycle parking spaces but does not have any car parking spaces. The station has some step-free access, but no toilets or waiting rooms. Services from Winnersh Railway Station provide connections to Reading (11 minutes) and London Waterloo (1 hour 16 minutes) via Bracknell (10 minutes) and Staines (39 minutes).
- 3.33 Access to Winnersh Railway Station is possible via the no. 4, 4A, 128 and 129 bus services.
- 3.34 A summary of rail services from Winnersh Station is provided within Error! Reference source not found., along with approximate journey times.


Table 3.3 Train Times and Journey Duration

Destination	Journey Time	Monday - Friday		Saturday		Sunday	
		Operating Hours	Typical Frequency	Operating Hours	Typical Frequency	Operating Hours	Typical Frequency
Bracknell	10 mins	05:49 – 23:21	Up to every 30 mins	05:49 – 23:30	Up to every 30 mins	08:03 – 23:23	Up to every 30 mins
Reading	11 mins	06:00 – 00:32	Up to every 20 mins	06:00 – 00:32	Up to every 20 mins	07:53 – 00:53	Up to every 20 mins
Staines	39 mins	05:49 – 23:21	Up to every 30 mins	05:49 – 23:30	Up to every 30 mins	08:03 – 23:23	Up to every 30 mins
London Waterloo	1 hour 16 mins	05:49 – 00:32	Up to every 30 mins	05:49 – 23:30	Up to every 30 mins	08:03 – 00:53	Up to every 30 mins

Accessibility Summary

- 3.35 The site is situated in a highly accessible location whether that be by foot or cycle or public transport. As such there is considerable scope for residents of Land at Old Forest Road to use sustainable travel modes rather than SOV.

2021 'Method of Journey to Work' Census Data

- 3.36 To compare the travel patterns of the local ward (Winnersh) to Wokingham, South East region and England as a whole, SMA has obtained the relevant data from the 2021 census. presents the modal share travel data, based on the 2021 'Method of Journey to Work' Census statistics.
- 3.37 As the data within **Table 3.4** shows, 2021 data suggests that 24% of existing trips within this ward are made via sustainable modes.

Table 3.4 2021 Ward 'Method of Travel to Work'

	Ward	District	Region	Country
	Winnersh	Wokingham	South East	England
Underground, metro, light rail, tram	0%	0%	0%	3%
Train	5%	3%	3%	3%
Bus, minibus or coach	3%	3%	4%	6%
Taxi	0%	0%	1%	1%
Motorcycle, scooter or moped	1%	1%	1%	1%
Driving a car or van	76%	76%	69%	65%
Passenger in a car or van	6%	5%	5%	6%
Bicycle	2%	3%	3%	3%
On foot	6%	8%	12%	11%
Other method of travel to work	1%	1%	2%	2%
Total Single Occupancy Vehicle Share	76%	76%	69%	65%
Total Sustainable Travel Mode Share	24%	24%	31%	35%

Note: Excluding 'Working from Home' & 'Not in Employment'



- 3.38 The data indicates that the predominant mode of travel in the local ward is the car, with 76% driving and 6% travelling as car passengers. Travel by public transport (by train, bus or underground) is low at a total of 8%.
- 3.39 Active travel mode (cycle and walking) accounts for 8%, which is lower than the rate for the local district, the southwest region and country.



4.0 AIMS AND OBJECTIVES

- 4.1 This TP has been developed to encourage and incentivise sustainable travel choices. To guide the Travel Plan, an aim has been identified which would be achieved through the delivery of a series of objectives. Targets are used to measure the progress of the Travel Plan towards influencing travel choices.

Aims

- 4.2 The principal purpose of the Travel Plan is to encourage smarter or more sustainable travel choices, to the use of the private car. As such, the main aim of the Travel Plan is to “achieve a reduction in car trips (in particular single occupancy vehicle trips, (SOV’s) generated by the development”.
- 4.3 This aim is supported by several objectives which provide the strategy for the Travel Plan. These objectives have been developed in accordance with the objectives set within Local Policy documents relating to sustainable travel.
- 4.4 The aim of the Travel Plan will be achieved through delivering a series of objectives:

- Objective 1:** To provide residents with realistic options for travel to and from the site by supporting a range of sustainable transport alternatives;
- Objective 2:** To encourage walking, cycling, car sharing and public transport as safe, efficient and affordable alternatives to the private car by highlighting the health and environmental benefits of using sustainable travel modes;
- Objective 3:** To minimise the impact of single occupancy car journeys generated by the site on the local and strategic highway network and environment; and
- Objective 4:** To develop an awareness of the options for sustainable travel opportunities to and from local services and facilities within and around Winnersh.



5.0 TARGETS

5.1 WBC, in line with national guidance, require that targets are included within the Travel Plan. Targets are set to provide a measure against which the progress of the Travel Plan can be reviewed. These targets will be reviewed on an ongoing basis through a programme of monitoring and review.

5.2 The targets can be categorised as follows:

- **Action Targets** are non-quantifiable actions that need to be achieved by a certain time.
- **Outcome Targets** are quantifiable and relate to the degree of modal shift this TP is seeking to achieve.

Action Targets

5.3 The Action Targets for this TP are as follows:

- To approve this TP with the relevant local Authorities.
- Implement the Management Strategy set out in Section 7.0.

Outcome Targets

5.4 The progress of the Travel Plan would be measured against specific outcome targets, typically targeting modal shift. Such targets are **Specific, Measurable, Achievable, Realistic and Time-bound (SMART)**. The Travel Plan aims to achieve a reduction in car trips and increase trips by sustainable travel modes. The outcome targets set would quantify this aim.

5.5 The provisional mode share targets for the residential development aim to reduce the proportion of households travelling by SOV by 10% with there being a corresponding increase in those travelling by the more sustainable travel modes, over an initial 5-year period.

5.6 As such the mode share targets are summarised in **Table 5.1**.



Table 5.1 Preliminary Mode Share Targets

	Existing Mode Share Based on Census Ward Data	Targets		
		First Survey	Second Survey	Third Survey
Underground, metro, light rail, tram	0%	0%	0%	0%
Train	5%	5%	5%	6%
Bus, minibus or coach	3%	3%	4%	5%
Taxi	0%	0%	0%	0%
Motorcycle, scooter or moped	1%	1%	1%	1%
Driving a car or van	76%	74%	71%	68%
Passenger in a car or van	6%	6%	7%	7%
Bicycle	2%	2%	3%	3%
On foot	6%	7%	7%	8%
Other method of travel to work	1%	1%	1%	1%
Total Single Occupancy Vehicle Share	76%	74%	71%	68%
Total Sustainable Travel Mode Share	24%	26%	29%	32%



6.0 TRAVEL PLAN INITIATIVES

- 6.1 In order to achieve the objectives and targets of the Travel Plan (set out within Section 4.0 and 5.0 of this TP), a number of initiatives would be implemented by the TPC throughout the life of the Travel Plan, to help reduce the number of single occupancy car journeys, whilst simultaneously encouraging travel by sustainable modes. These would seek to change residents' travel behaviour by encouraging and incentivising sustainable travel options.
- 6.2 The implementation of the measures, along with the role of the TPC, would be funded by the Developer over a period of 5 years. After this time, it is anticipated that residents would take responsibility of the Travel Plan and that sustainable travel choices would be inherent.
- 6.3 **Section 3.0** has provided an accessibility assessment of the site, additionally a Sustainability Assessment has also been undertaken as part of the Full Planning Application. The Sustainability Audit reviews existing facilities for non-motorised users and provides recommended improvements that aim to encourage travel by sustainable modes. A range of measures have been selected based on this information, which are considered suitable and appropriate for encouraging sustainable travel choices.
- 6.4 These initiatives which are to be implemented include a mix of soft and hard measures. Soft measures comprise of those incentives and demand management techniques to influence travel mode choice, whilst hard measures relate to physical works being undertaken on and off site, to facilitate travel by sustainable modes.
- 6.5 These measures are compliant with DfT's 'Good Practice Guidelines: Delivering Travel Plans through the Planning Process' (2009) document.
- 6.6 **Table 6.1** provides an overview of the measures that are proposed over the lifetime of the Travel Plan. These are discussed in further detail in the remainder of this section.



Table 6.1: Overview of Measures

	Strategy	Travel Plan Initiative
SOFT MEASURES	Marketing	▪ Sales/ Marketing Staff will be trained so that they understand the purpose of the TP ▪ Residents Travel Information Pack to be distributed to each household containing bus/rail timetable/route information, subsidised travel vouchers, cycle route maps and cycle training offers. ▪ Leaflets & Newsletters – distributed periodically to residents, to promote travel modes following distribution of travel pack. ▪ Resident's website or social media page informing residents of changes to public transport timetables, disruptions affecting public transport journeys and their local facilities.
	Walking & Cycling	▪ The TPCs will promote the personal health benefits of walking by encouraging households to participate in national travel awareness events including 'Walk-to-Walk' and 'Walk to School' Week. ▪ Promote: https://www.myjourneywokingham.com/walking/ https://www.wokingham.gov.uk/countryside-parks-and-conservation/footpaths-and-bridleways/find-public-right-way ▪ Secure and covered cycle parking facilities would be provided to actively encourage future households to travel by cycle for various journey purposes. ▪ Provide each household (for first occupants) with a flexible sustainable travel voucher, valid for purchases across cycle equipment, bus pass and railcard. ▪ Provision of route maps for the local area. Liaison with WBC regarding availability of walking/cycling route maps and payment for updates if necessary. ▪ Regular liaison with local cycle store to ensure various promotions are communicated to residents. ▪ Creation of a bicycle user group (BUG) to encourage cycling amongst new households. ▪ Opportunity to receive cycle training in conjunction with WBC. ▪ Promote journey planners including:



		https://www.myjourneywokingham.com/cycling/cycle-maps/ ▪ Provide information on the government's 'Cycle to Work' scheme to encourage sustainable travel to work. ▪ Promote Wokingham's Bikeability training.
	Public Transport (Bus and Rail)	▪ Provision of route maps, fare information and timetables local area bus services. ▪ Provide each household (for first occupants) with a flexible sustainable travel voucher, valid for purchases across cycle equipment, bus pass and railcard. ▪ Information regarding local rail operators bicycle policy on rail services. ▪ Benefits of travelling by Public Transport services. ▪ Promote public transport ticketing options such as apps and contactless payments. ▪ Promote public transport websites such as: https://www.thamesvalleybuses.com/ https://www.reading-buses.co.uk/
	Journey Planning Websites	▪ Weblinks to useful sources of information such as journey planning websites such as myjourneywokingham.com Traveline, National Rail, Cyclestreets, Go Jauntly, Zap Map and Journey Planner by ThamesValley Buses and Reading Buses will be presented in the Travel Information Packs.
	Homeworking	▪ All homes will be provided with highspeed broadband infrastructure to enable households to work from home as well as gain access to various goods and services online (e.g., home shopping, Amazon, and banking) thereby reducing the demand for travel.
	EV Charging	▪ Units will be provided with EV charging facilities.
	Car Sharing	▪ Raise awareness of the benefits of reducing single occupancy car journeys both personally and environmentally. ▪ Promote Car Sharing website: https://myjourneywokingham.com ▪ Promote benefits of car sharing, which include: ○ Reduced costs of running a car. ○ Reduced levels of stress associated with driving. ○ Possible priority parking at work places.



		- o Contribution towards reducing congestion. - o Reduced CO2 emissions, creating a cleaner environment.
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- 6.7 An Action Plan has been prepared under **Section 9.0**, which sets out timing for the implementation of the measures associated with the delivery of the Travel Plan. Further details of the measures proposed are provided within the remainder of this section.

Encourage travel on foot/cycle by raising awareness of local pedestrian / cycle networks

- 6.8 Route Maps: To assist residents with planning trips by bicycle and on foot, the TPC would provide residents with route maps of the local area. These maps would provide details of distances and journey times to key destinations (schools, public transport interchanges, employment areas, medical and local centres), to ensure residents are aware of the most direct routes available to each facility. These maps would be regularly updated as necessary, to ensure residents have updated information. Route maps between the site and the centre of Winnersh and Wokingham would also be provided, with the cost associated with the updates of the maps being covered by the Travel Plan budget.
- 6.9 The TPC would also provide information to residents on the government's '**Cycle to Work**' scheme, a tax-free cycle purchase option within the Residents Information Packs. The TPC would provide the information required for residents to pursue further with their employer if they wish.
- 6.10 Cycle Training: The TPC would liaise with WBC officers and local cycle stores to establish whether there are any appropriate cycle training events for residents as well as local cycle groups regarding group bike rides, such as Bikeability, which delivers bicycle training in the local area. This information would be provided to residents through the various promotional avenues (Residents Information Packs, Website/Social Media, Leaflets, Email).
- 6.11 Bicycle parking would be provided in line with WBC requirements. The provision of secure cycle parking for each property on-site would provide enhanced security to residents.



- 6.12 Journey Sharing: The use of car sharing would be promoted amongst residents of the development, with particular emphasis on journeys to work. Car sharing not only cuts the costs of travelling to work for the individual but also reduces the number of residents making similar journeys at the same time, thereby reducing the impact of the development at peak hours on routes between the site and local employment areas. This, in turn, contributes to reducing vehicular emissions and therefore meeting local air quality targets. Measures would be taken to promote car sharing to new residents by providing information on the benefits of car sharing and how to partake found on MyJourneyWokingham (<https://www.myjourneywokingham.com>).

Raise awareness and promote use of local public transport services for accessing local services and facilities

- 6.13 Route Maps and Timetables: To enable convenient access to public transport information, residents would be provided with route maps, fare information and timetables for local area bus services. In addition to hard copies of timetables and route maps being provided to each resident within the Residents Travel Packs, mobile apps that provide real-time journey information would also be promoted to residents. This is available via:
- <https://www.thamesvalleybuses.com>
 - <https://www.reading-buses.co.uk>
- 6.14 Rail timetables would also be provided to residents along with details of where to access real-time information online. The TPC would promote the use of the National Rail personalised pocket timetable service. This enables users to create a timetable specific for their journey requirements by route and time.
- 6.15 Fare Information: Residents would be made aware of bus fare prices for local services, to encourage travel on local bus services. The current fares for bus services operating in Wokingham would also be provided to residents of the site.
- 6.16 The TPC would ensure that residents are aware of the option to purchase season tickets when travelling regularly by train. Alternatively, for those travelling outside of peak hours it may be beneficial to purchase a railcard which entitles users to discounted tickets on various services.



Encourage residents to reduce reliance and, consequently, the number of trips by private car through the promotion of alternative travel options.

- 6.17 In order for the Travel Plan to be effective in reducing dependency on the private car, a marketing strategy would be implemented by the TPC to raise awareness of the various travel modes available to residents and visitors to the site. This would raise awareness of alternative travel options available to residents and would be promoted over the life of the Travel Plan (Five Years).
- 6.18 Much of the information to be distributed has been discussed under the previous paragraphs; however, this would include, but is not limited to, route maps for all modes, bus and rail timetables and fare information, car share information and the benefits of sustainable travel.
- 6.19 It is intended that the following methods of communication would be adopted to distribute information:
- Travel Information Pack.
 - Promotional Leaflets & Newsletters.
 - Resident's website/social media page.
 - Direct email to Residents.

Travel Information Pack

- 6.20 The first occupant of each household would receive a 'Residents Travel Pack'. This would provide a brief introduction to the Travel Plan, including the aims and objectives for the 5-year period. Information would be provided to encourage sustainable travel choices on identified routes to key destinations. As previously confirmed, this pack would include (but not be limited to):
- Walking and cycling route maps of the local area and where possible journey times and distances would be indicated;
 - Contact details for accessing cycle training/maintenance events;
 - Promotion of the benefits of active travel;
 - Subsidised voucher for cycle, rail or bus travel (one per dwelling);
 - Bus and rail route maps and associated timetables;
 - Fare information for bus and rail services;
 - Promotion of the national car share databases and the associated benefits of car sharing; *and*



- Information about local shops offering online shopping and home delivery services.
- 6.21 Information and promotion of the Travel Plan from the outset ensures greater buy-in from future residents who may see it as an opportunity to plan changes in their choice of travel.
- 6.22 The TPC would ensure that the information within the Travel Packs remains up to date throughout the lifetime of the Residential Travel Plan and would amend any information if necessary.
- 6.23 The Travel Pack would, therefore, be displayed within the on-site Sales Suite to help raise awareness of the sites' accessibility to local facilities and amenities and local employers by sustainable travel modes. Sales staff would also be briefed about the Travel Pack, the information within it and the services/facilities available for residents to travel sustainably.
- 6.24 As an example, sales staff can inform future residents about local buses and key destinations they serve, along with the layout of cycle and pedestrian routes through the site. This would help to demonstrate the sites commitment to sustainable travel and encourage future residents to travel using sustainable modes.
- 6.25 Travel Advice Meetings/Personal Travel Planning: At the time of distributing the Travel Packs the TPC would offer an induction into the Travel Plan. During these meetings residents would be able to raise any queries they have regarding travel to/from the site and gain an understanding of their travel options.
- 6.26 From experience, it is apparent that residents are not always aware of what public transport services operate in proximity to their home. This induction would, therefore, be key to encouraging sustainable travel modes.
- 6.27 Flexible Sustainable Travel Voucher
- 6.28 In order to encourage the uptake of sustainable transport (cycling, bus and train), the TPC would provide a flexible sustainable travel voucher to the first occupation of each dwelling (one per dwelling). This flexible travel voucher would be redeemable against the purchase of cycle equipment at a local cycle



retailer or an online cycle retailer, a bus pass (valid for travel on Thames Valley Buses or Reading Buses) or a Railcard. The value of the flexible voucher will be determined with WBC and will have a maximum value to ensure that all voucher options are of similar value.

- 6.29 Home Working: Provision of high-speed broadband to each home would help to facilitate home working. The opportunity to work from home has the added benefit of reducing car trips and therefore, is considered a green initiative supporting sustainable development.
- 6.30 Leaflets and Printed Materials: Following the distribution of the Residents Travel Pack, the TPC would distribute relevant promotional materials to households once annually. These materials might include maps, timetables, fare information and car share information sheets. It is anticipated that this information would be provided by the transport operators and/or WBC to the TPC.
- 6.31 The periodic distribution of information would maintain resident's awareness of the alternative travel options, as well as keeping the information current to assist with journey planning.
- 6.32 Periodical changes to bus routes, timetables or fares would also be communicated to residents where necessary through the Social Media Site (Website/Facebook/Twitter).
- 6.33 Travel Events: There are a number of national travel events held over the course of the year, which seek to raise the profile of sustainable travel options and encourage participation in sustainable travel. The aim is to encourage those taking part to continue participating and making sustainable travel choices after the travel event. The TPC would promote those travel events which are practical for the site which might include:
- Walk to School Week (May)
 - World Bicycle Way (June)
 - Bike Week (June)
 - World Car Free Day (September)
 - Road Safety Week (November)



7.0 MANAGEMENT STRATEGY

Site Management

- 7.1 The Travel Plan would be managed by the TPC, who would be appointed by the site Developers for the 5-year monitoring period. It would therefore be the responsibility of the TPC to take forward the Travel Plan and undertake the associated implementation and ongoing management of initiatives, monitoring and review process.
- 7.2 The contact details of the TPC will be determined for the submission of the Final Travel Plan and sent to WBC.
- 7.3 A summary of the typical TPC responsibilities is provided as follows, although it is accepted that there may be additional services over the life of the TP.
 - Liaise with WBC to finalise the Travel Plan provisions.
 - Prepare the Residents Travel Information Pack on behalf of the Client for approval.
 - Provide the sales suites with a Residents Travel Pack and inform them of the commitment to the Travel Plan and range of sustainable travel options available.
 - Implement Travel Plan in time for 1st resident occupation.
 - Distribute Travel Pack to first occupant of each household.
 - Monitor redemption rates of distributed vouchers annually.
 - Undertake traffic surveys and resident questionnaires in line with agreed methodology with WBC.
 - Review the Travel Plan biennially with WBC and consider alternate/additional initiatives if necessary.

Partnership Working

- 7.4 As part of the Travel Plan measures, residents would be encouraged to take an active role in helping to promote sustainable travel modes and be aware of factors that could affect people's travel behaviour. As such, it is proposed that a website page, X account, or Facebook account shall be created for residents of the site to be able to discuss the Travel Plan and to access up-to-date travel information. This would also provide a good source to promote local bus services, other sustainable travel modes and travel events.



- 7.5 The Travel Plan would also benefit from creating a residents' group which shall meet to discuss the operation of the Travel Plan and its associated measures. This forum would be managed by the Travel Plan Coordinator and could involve other key stakeholders if necessary (e.g. bus operators, cycle groups).
- 7.6 Commitment would be made to establish a Steering Group to take on the responsibility for the Travel Plan at the end of the 5-year monitoring period.

Potential Travel Plan Budget

- 7.7 Prior to the occupation of any dwellings on the site, Elstree Land would appoint a Travel Plan Coordinator for the site and, as such, fees would be agreed upon for the implementation of the Travel Plan and its associated measures for the life of the Travel Plan period.
- 7.8 Whilst it is anticipated that route maps would be available from WBC for walking and cycling, it is acknowledged that this may incur a printing cost. The cost of any further measures and printing of promotional material would be absorbed within the agreed Travel Plan budget between Elstree Land and the Travel Plan Coordinator.
- 7.9 In view of the anticipated budgets, it is considered that this would result in sufficient funds being available to successfully promote the various Travel Plan measures and achieve a reduction in the number of single occupancy car journeys. The Travel Plan budget has been agreed with Elstree Land.



8.0 MONITORING AND REVIEW

Monitoring

- 8.1 WBC's Residential Travel Plan Guidance (2011) states that "Travel plan monitoring is not required for RTP Statements (>50 <80 dwellings) where a Statement is for a small-scale residential development that is not part of any larger development". However, following comments received from WBC as part of the formal pre-application submission, it has been confirmed that a Framework Travel Plan be prepared to support the planning application.
- 8.2 To accord with WBC's guidance periodic monitoring would be undertaken. Monitoring enables the progress of the Travel Plan, towards achieving the identified SMART targets, to be measured. The proposed monitoring strategy would provide information regarding residents' travel patterns, which is relevant to the identified outcome targets.

Methodology

- 8.3 Monitoring techniques would include but would not be limited to:
- Monitoring of traffic flow (all modes) in/out of the site, at the site accesses (biennial).
 - Monitoring of redemption rates of distributed vouchers annually.
 - Travel questionnaire survey to ascertain resident attitudes towards the Travel Plan measures and sustainable travel choices. It is considered that a response rate of 25% would be required to provide a robust overview of travel patterns and behaviour. A copy of an example of a Residents Travel Questionnaire is contained within **Appendix B**.
- 8.4 The monitoring of traffic flows can be undertaken either by Automatic Traffic Count or Manual Classified Counts. These would be undertaken on a weekday, outside of school holidays.
- 8.5 It is proposed that the TRICS SAM style monitoring surveys would be undertaken at the site. The Standardised Assessment Methodology (SAM) is a tool to monitor the effect of Travel Plans in a consistent way. This would include baseline surveys carried out following 50% occupation of the site. Additional surveys would then be completed on the second and fourth anniversary of the



first travel survey being undertaken. The cost of these surveys would be covered by the developer as part of the agreed Travel Plan budget with the TPC.

8.6 In addition to the above travel surveys, questionnaires would also be provided to residents to establish existing travel patterns in the interim Years 2 and 4. These surveys would include:

- Details of mode of travel.
- Original destination along with journey purpose.
- Details of linked trips.

8.7 The monitoring would be undertaken by the TPC and the results written up in a monitoring report within 1 month of each survey period. Within 3 months of the survey period, the monitoring report would then be submitted to WBC for assessment and to agree forthcoming measures and actions.

8.8 In addition to the cost associated with the surveys, WBC's evaluation and monitoring fees would also be paid by the developer.

8.9 Site audits are required throughout the Travel Plan process to ensure the facilities provided within the site are safe for residents to use (e.g. footpaths, cycle ways and usage of cycle parking).

Schedule

8.10 As confirmed above, monitoring of traffic flows and travel choices would be undertaken biennially. This monitoring period has taken into consideration the likely construction period and occupation rate of the development.

8.11 Biennial monitoring would, therefore, see 3 surveys being undertaken over a 5-year period, anticipated to take place in years 1, 3 and 5, or until last occupation of the development. Monitoring is scheduled as follows:

- 1st survey to be undertaken following 50% occupancy, or six months after first occupancy; whichever occurs soonest. This would provide the baseline data for the development. The TPC would review this data together with the outcome targets to ensure that these remain realistic and achievable.



- 2nd survey to be undertaken on the second anniversary (Year 3) of the 1st survey.
- 3rd survey to be undertaken on the 4th anniversary (Year 5) of the 1st survey.
- Additional surveys undertaken biennially until last occupation of the development, if beyond 5 years.
- Residential Travel Questionnaire distributed to residents in the interim Years 2 and 4.

Review

- 8.12 The TPC would review the survey findings contained within the monitoring report. The purpose of the review is to establish whether the objectives and associated measures are being effective in progressing the Travel Plan towards achieving the identified aims and targets. Following review of the surveys, these would be submitted to WBC for approval, and to establish whether TP targets need to change as a result.
- 8.13 As part of the review the TPC would identify those measures which prove effective and any that require amending to suit the needs of residents.
- 8.14 The annual review of voucher redemptions would also prove beneficial to establish whether this initiative is effective and/or amendable to residents.
- 8.15 The TPC would actively promote the various Travel Plan measures to achieve the outcome targets of the Travel Plan. It should be acknowledged however, that travel choices are also influenced by external factors, beyond the control of the TPC and/or Developer.
- 8.16 Such external factors include parking charge strategies, changes to local bus service provision, public transport fare increases, petrol prices and inclement weather conditions. Should the Travel Plan not deliver the identified targets due to external factors this should not be considered a failure of the Travel Plan but a recommendation for adjustment to local, current conditions.
- 8.17 If, following the results of the baseline surveys, it should be necessary to revisit the outcome targets of the Travel Plan, to reflect different travel patterns to those projected in Table 5.1, then this would be discussed with WBC.



- 8.18 If the Travel Plan targets have been met, there will be no further requirement to undertake travel plan monitoring beyond Year 5.

Remedial Measures

- 8.19 Should it be necessary to revisit the outcome targets of the Travel Plan and agree new measures to help encourage and incentivise sustainable travel modes, these would be discussed and agreed with WBC and the Travel Plan would be revised to reflect these agreed changes.
- 8.20 In accordance with WBC's Residential Travel Plan Guidance, if the Travel Plan targets have not been met at Year 5, there will be a requirement to continue with an additional annual monitoring report for Year 7, with the results reported to WBC.
- 8.21 A set of potential remedial measures, to be triggered in the event that measures outlined in Section 5.0 fail to meet the required Travel Plan targets could include the following:
- Extend monitoring period of the development;
 - More active marketing and promotion of sustainable travel information; *and*
 - Further Personalised Journey Planning for residents to understand current travel patterns and help to identify potential for changing current behaviour.
- 8.22 The remedial measures are different to the Travel Plan measures and, the exact nature of what, if any, remedial measures are required would be identified through the monitoring and review process in conjunction with WBC.



9.0 ACTION PLAN

9.1 To assist with the implementation of the various measures associated with the Travel Plan, an Action Plan has been drafted below. The aim of this action plan is to both inform the TPC of the measures required and to provide a detailed schedule of the TP delivery process for WBC.

Action	Target Date	Responsibility
Appoint Travel Plan Coordinator	3 months prior to occupation	Developer
Agree contents of Travel Plan with LHA/LPA including SMART targets	1-3 months prior to occupation	TPC/LHA
Completion of Off-Site and On-Site Infrastructure works	As agreed with Local Planning Authority and detailed within Section 106 Agreement/Planning Conditions	Developer

Action	Target Date	Responsibility	Budget Allocated
Prepare Residents Travel Information Pack & Submit to LPA for approval	1-3 months prior to occupation to enable distribution within 1 month of first occupation	TPC	Within TPC Budget
Provide relevant route maps (bus/walking/cycling), timetables (bus/rail) and fare information (bus/rail)	1 month prior to occupation and ongoing administration to ensure up to date information is provided	TPC	Within TPC Budget
Acquire additional marketing materials regarding benefits of sustainable travel	1 month prior to occupation	TPC	Within TPC Budget
Investigate opportunities for cycle training with LHA/Local Cycle Groups	1 month prior to occupation	TPC	Within TPC Budget
Set up a flexible sustainable travel voucher, valid for purchases across cycle equipment, bus pass and railcard.	1 month prior to occupation	TPC	£TBC per dwelling
Implement Travel Plan	1st occupation of site	TPC	Within TPC Budget
Offer Personalised Travel Planning to residents	Within 1 month of 1st occupation	TPC	Within TPC Budget
Undertake 1st TRICS Survey	Following 50% occupation of the site or six months after first occupancy; whichever occurs soonest	TPC	Costs to be covered by Developer
Travel Plan review	1 month after completion of survey	TPC	Within TPC Budget
Continued distribution of Residents Travel Information Pack	Within 3 weeks of occupation	TPC	Within TPC Budget
Periodic distribution of route maps (bus/walking/cycling), timetables (bus/rail) and fare information (bus/rail)	Once annually or when new information is released	TPC	Within TPC Budget
Review sustainable travel voucher redemptions	Once annually	TPC	Within TPC Budget
Cycle Training and/or Travel event e.g. Bikeability	1 within the 1st year of occupation	TPC	Within TPC Budget



Residential Travel Questionnaire	Distributed to residents in the interim Years 2 and 4	TPC	Within TPC Budget
Conduct 2nd and 3rd surveys	Biennially on the anniversary of the 1st survey	TPC	Costs to be covered by Developer
Review Travel Plan and targets with LHA/LPA	1 month after completion of survey	TPC/LHA	Within TPC Budget
Set up/join a Bicycle User Group	Within 6 months of occupation	TPC	Within TPC Budget
Creation of Social Media Site (Website/Facebook/X) to promote sustainable modes	To be launched within 1 month of 1st occupation. Ongoing management throughout life of TP	TPC	Within TPC Budget
Continued liaison with residents to answer enquiries and provide regular promotional material	Ongoing throughout life of TP	TPC	Within TPC Budget

Stuart Michael Associates



FIGURES

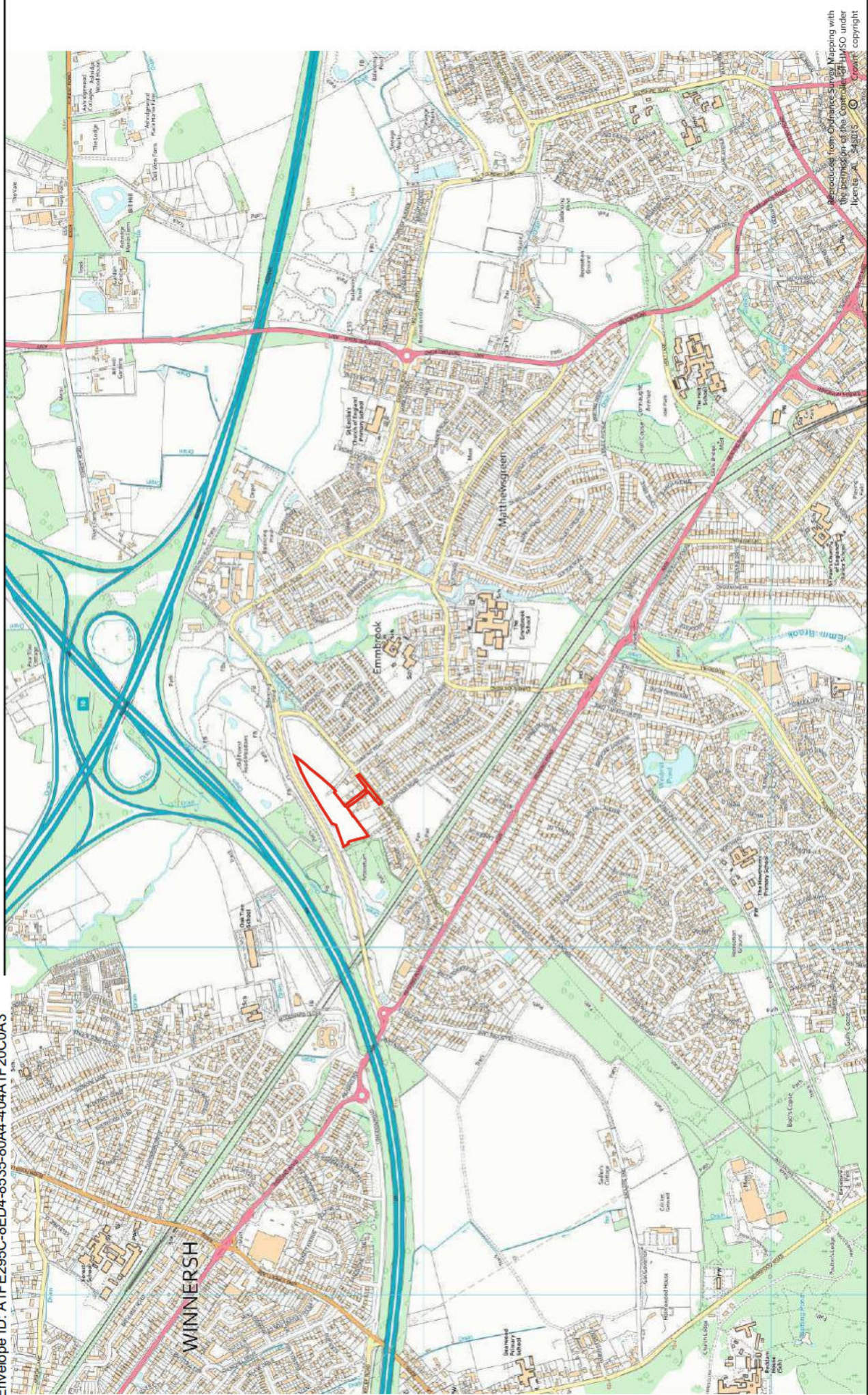


FIGURE NO Initial DS

FIGURE 1.1 Site Location Plan

JOB TITLE

Old Forest Road, Winnersh



KEY

Site Location

Restricted Byway

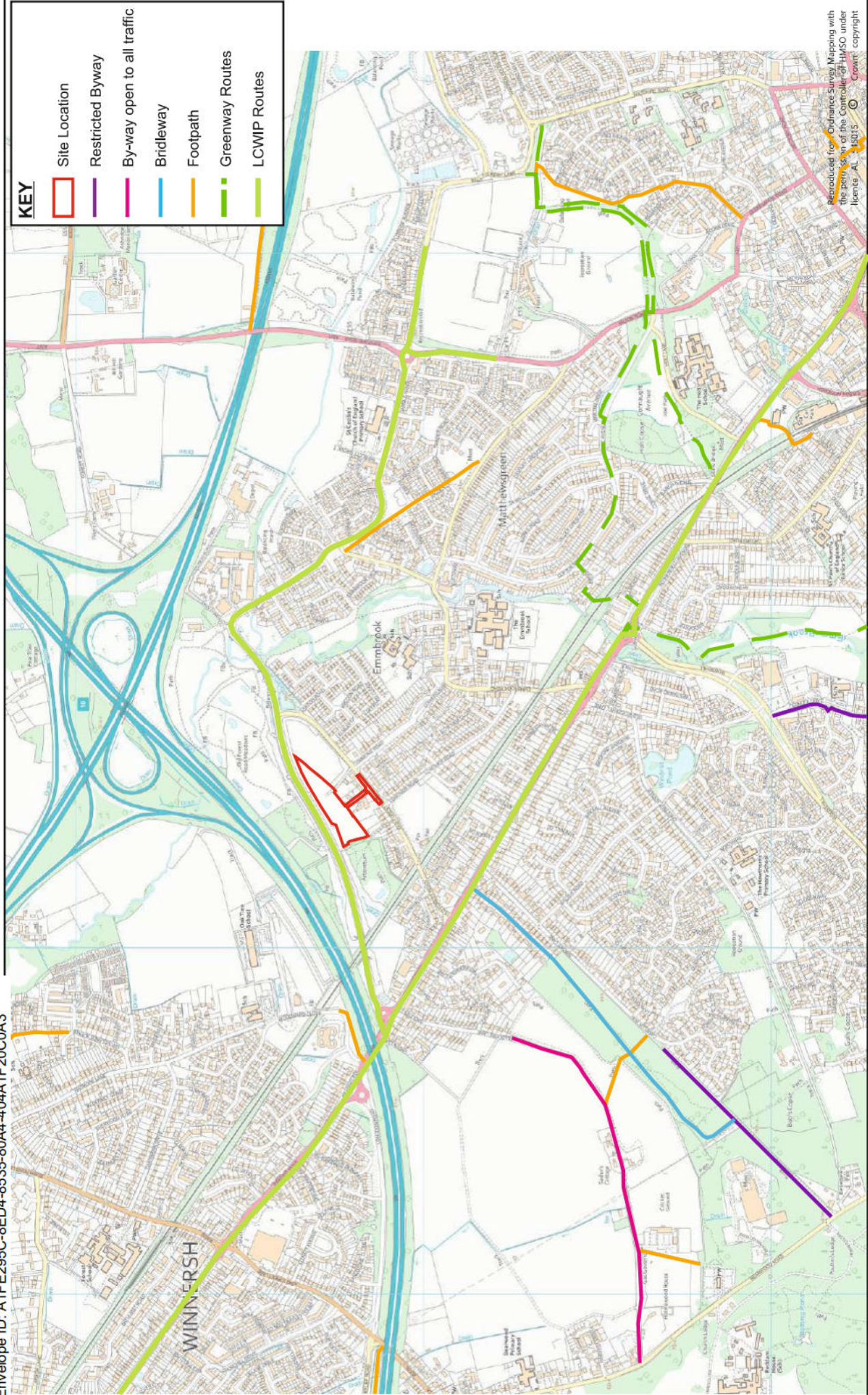
By-way open to all traffic

Bridleway

Footpath

Greenway Routes

LCWIP Routes



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FIGURE NO

Initial

DS

SA

FIGURE 3.1

Existing Walking and Cycling Routes

Old Forest Road, Winnersh

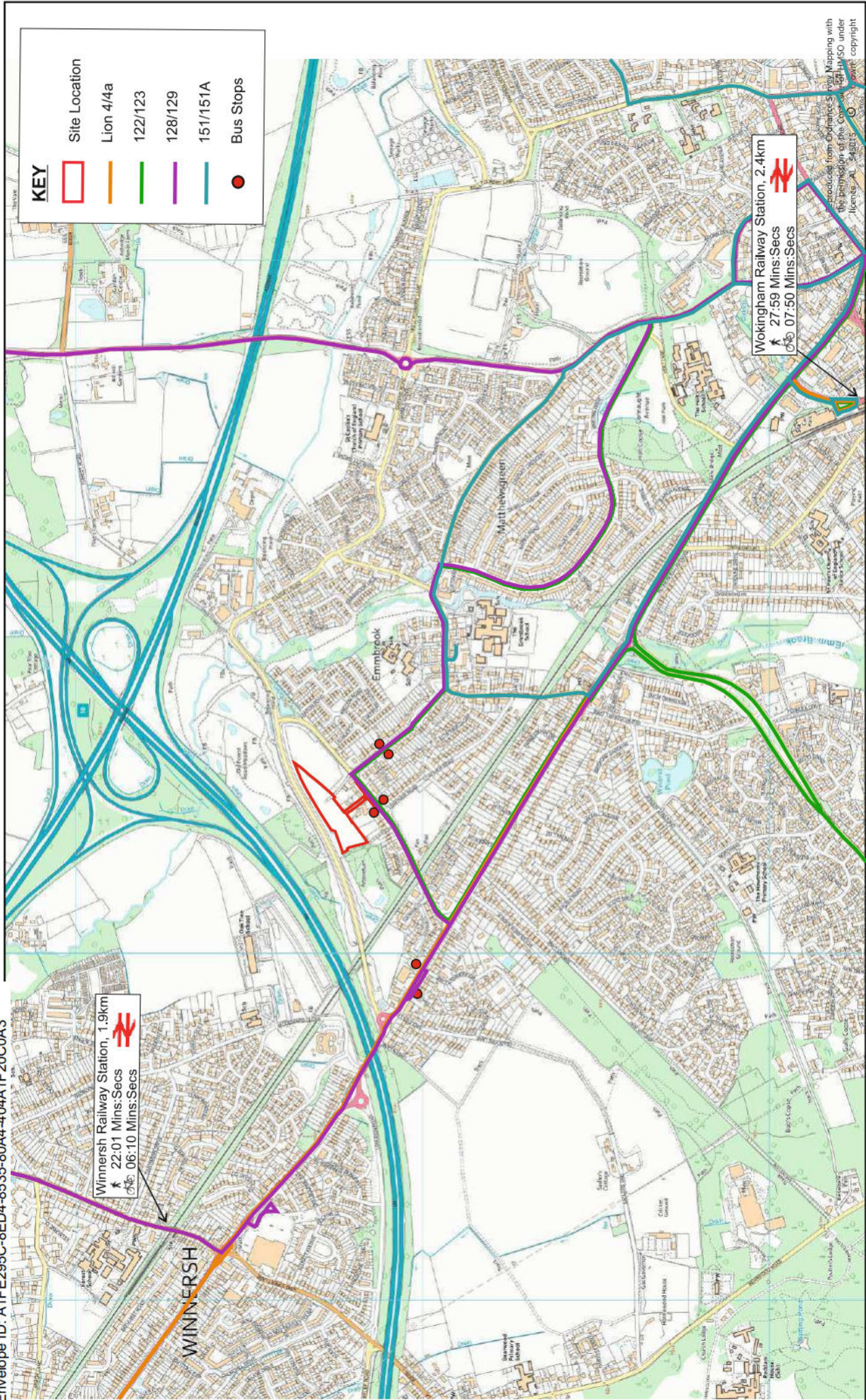
JOB TITLE

DRAWING TITLE

**STUART MICHAEL ASSOCIATES**
CONSULTING ENGINEERS

Stuart Michael Associates Ltd
Coombe House, Coombe Square, Thatcham, Berkshire RG19 4JF
T: 01635 867 711 e: mail@stuartmichael.co.uk
F: 01635 861 715 w: www.stuartmichael.co.uk

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Initial

DS

SA

FIGURE 3.2

FIGURE NO.

DRAWING TITLE

JOB TITLE

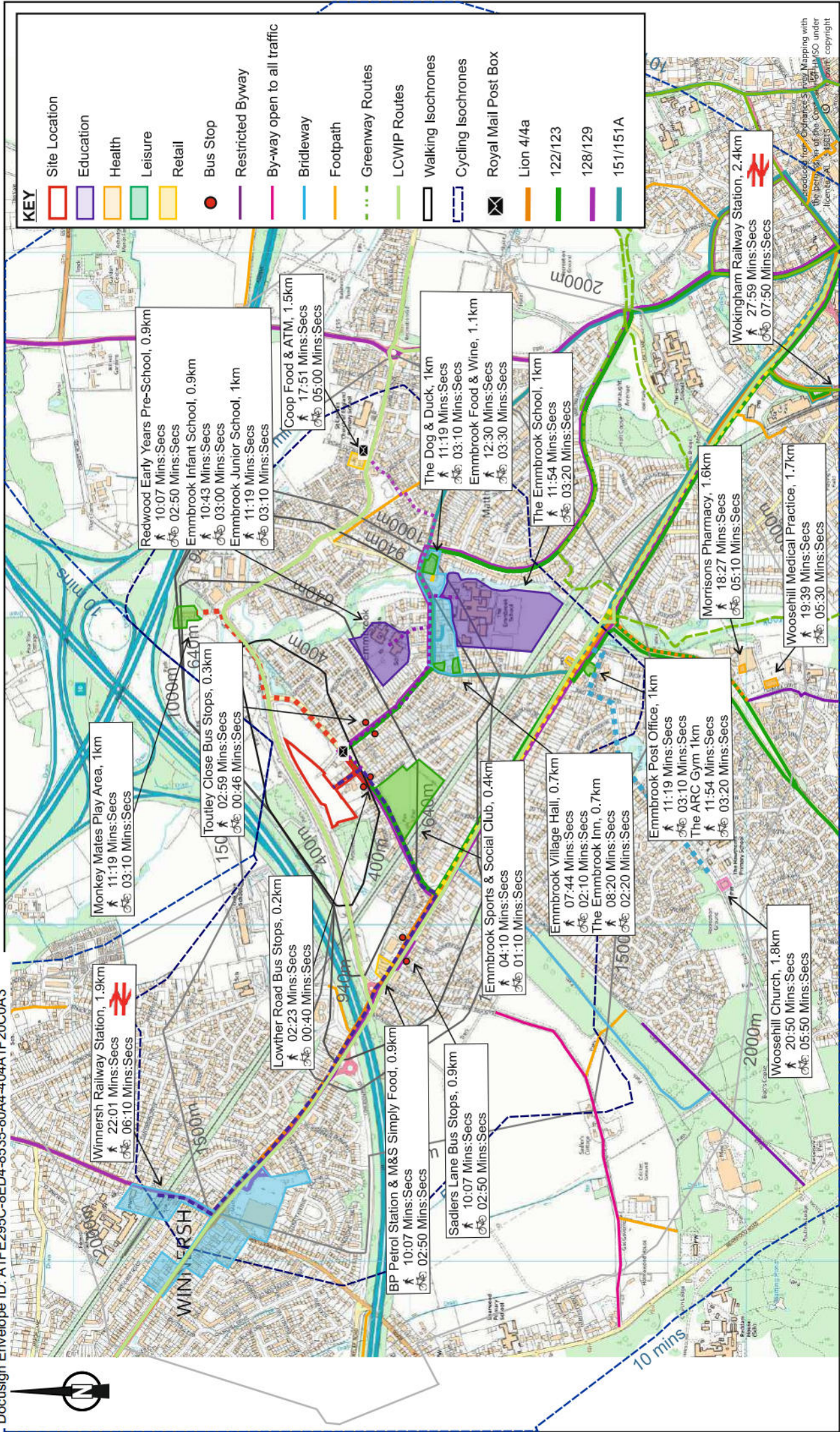
Old Forest Road, Winnersh

Existing Public Transport

STUARTMICHAEL ASSOCIATES CONSULTING ENGINEERS

Stuart Michael Associates Ltd
Coombe House, Coombe Square, Thatcham, Berkshire RG19 4JF
T: 01635 867 711 e: mail@stuartmichael.co.uk
F: 01635 861 715 w: www.stuartmichael.co.uk

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**STUART MICHAEL ASSOCIATES**
CONSULTING ENGINEERS

Stuart Michael Associates Ltd
Coombe House, Coombe Square, Thatcham, Berkshire RG19 4JF
T: 01635 867 711 e: mail@stuartmichael.co.uk
F: 01635 861 715 w: www.stuartmichael.co.uk

Initial

DS

SA

FIGURE NO.

FIGURE 3.3

DRAWING TITLE

Accessibility Plan

JOB TITLE

Old Forest Road, Winnersh

Stuart Michael Associates



APPENDICES

Stuart Michael Associates



APPENDIX A



Toutley Hall

Oaklea
Cottage

LAP

Stuart Michael Associates



APPENDIX B

On average, how long is your journey to your place of work?

- | | |
|--|--------------------------------------|
| ☐ 1-15 minutes | ☐ 16-30 minutes |
| ☐ 31-45 minutes | ☐ 46-60 minutes |
| ☐ Over 60 minutes | ☐ Not Applicable |
| ☐ I work from home | |

Aside from the travel modes you currently use to get to work, do you have the option to use any of the following sustainable travel options to commute to/from work?

- ☐ Electric Vehicle
- ☐ Car Sharing (with another employee)
- ☐ Car Sharing (via liftshare.com or another national car-sharing database)
- ☐ Bicycle
- ☐ Electric Bicycle
- ☐ Walking
- ☐ Rail services
- ☐ Bus services

Within the last month, which of the following modes of transport have you used for any part of your journey to work?

- | | |
|--|--|
| ☐ Walk | ☐ Bicycle |
| ☐ Public bus | ☐ Train |
| ☐ Private Vehicle (Single-Occupant) | ☐ Private Vehicle (With passengers) |
| ☐ Not Applicable | ☐ <input type="text"/> |

Which of the following would encourage you to use public transport to get to/from work?

- ☐ Cheaper travel fares
- ☐ More regular services
- ☐ More reliable services
- ☐ More direct services to my place of work
- ☐ Better quality of waiting facilities
- ☐ Better facilities for people with mobility impairments
- ☐ Closer services to my home
- ☐ Easy to understand timetable information
- ☐

Which of the following would encourage you to walk/cycle to your place of work?

- ☐ Traffic slowing measures
- ☐ Better street lighting
- ☐ Safer road crossing facilities
- ☐ Secure storage for bicycles
- ☐ Provision of cycle lanes
- ☐ Better services for people with disabilities
- ☐ Cheaper bicycles to buy/hire
- ☐ More facilities within walking/cycling distance
- ☐

How often over the last month have you worked from home?

- | | |
|--|---|
| ☐ Every day | ☐ 3-4 times a week |
| ☐ Once or twice a week | ☐ Less than once a week |
| ☐ Never | ☐ I cannot work from home |
| ☐ I do not work | |

As a thank-you for taking part in this survey, please provide your email below if you would like to be entered into a prize draw for a £50.00 voucher to spent at John Lewis & Partners.

Stuart Michael Associates





Coombe House

Coombe Square

Thatcham

Berkshire

RG19 4JF

T: 01635 867711

F: 01635 861715

E: mail@stuartmichael.co.uk

W: www.stuartmichael.co.uk

Annex 4 – Open Space Layout Plan



Toutley Hall

Track

Oaklea Cottage

Annex 5 – Hoggin Footpath Plan

Footpath Inset 1

Completion

PR

PROPOSED 3M WIDE HOGGING FOOTPATH WITH TIMBER
FOOTPATH TO BE INSTALLED LEVEL AND FLUSH WITH
SURFACES

PROPOSED 3M WIDE HOGGING FOOTPATH WITH TIMBER EDGE
LEVEL TO TIDE IN EXISTING TOUTLEY ROAD

BOLLARD WITH SHARE USE SYMBOL

ON

Existing
Re

EXECUTED as a Deed by **ELSTREE**

LAND LIMITED acting by a director

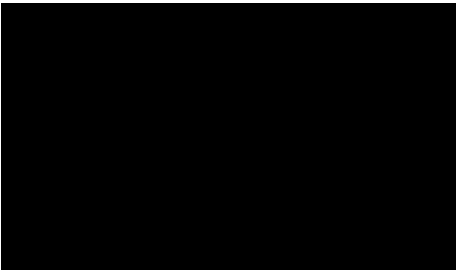
In the presence of:



Director

Witness name: Stuart Bartlett

Witness signature:

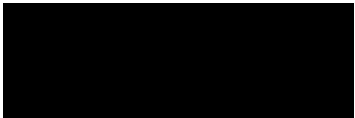


Witness address:

EXECUTED as a Deed by

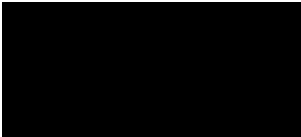
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In the presence of:-



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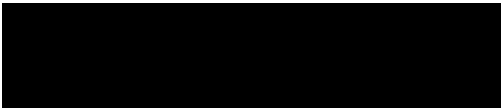
Witness signature

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Witness Name Paul Suissa

.....

Address



The **COMMON SEAL** of
WOKINGHAM BOROUGH COUNCIL
(in its capacity as the Council)

Was affixed hereto in the presence of:

DocuSigned by:
Siobhan Allen
EA0AA1307DE948A...



37756

Authorised signatory Legal Assistant