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Jelson Limited

Normandy Fields (Phase 8)

Hinckley

TECHNICAL NOTE 1

Discharge of Planning Condition 10 (Public Transport Strategy) Response to Leicestershire County Council

July 2024

**Normandy Fields (Phase 8)
Hinckley**

Technical Note 1

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(Public Transport Strategy)
Response to Leicestershire County Council**

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Normandy Fields (Phase 8) - Hinckley

Technical Note 1

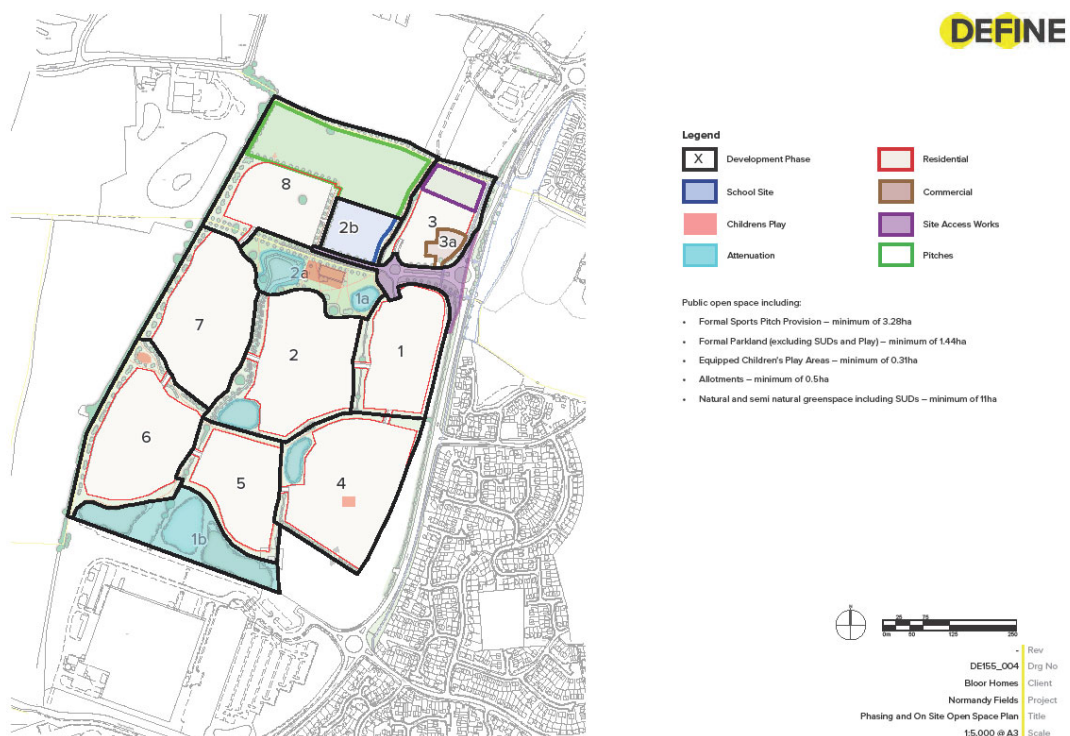
Discharge of Planning Condition 10 (Public Transport Strategy)

Response to Leicestershire County Council

1.0 [Introduction](#)

General

- 1.01 This *Technical Note 1* (TN1) Report has been prepared by *Lawrence Walker Limited* (LTD) on behalf of *Jelson Limited* (Jelson) to aid the discharge of Planning Condition 10 of *Outline Planning Consent* (OPC) Ref 15/00188/OUT. It relates only to Phase 8 of the 850 dwelling *Normandy Fields* development in Hinckley and not to other parts of the site currently being brought forward by Bloor Homes. The Planning Authority for the submission is *Hinckley & Bosworth Borough Council* (HBBC), while responsibilities for Highways & Transportation fall to *Leicestershire County Council* (LCC).
- 1.02 Condition 10 of the OPC is concerned with the delivery of a *Public Transport Strategy* (PTS) and is intended to encourage the use of a more sustainable travel option within each phase. LWL is currently employed by Bloor Homes as Travel Plan Co-ordinator for all phases across the site and has been monitoring the development in this capacity since its inception. This gives them a unique insight into the workings of the site from both a practical and legislative perspective. Both have been deployed in the preparation of this TN1. LWL has also provided Travel Plans for each phase of the development as it has been brought forward to aid the discharge Condition 7, including Phase 8 for Jelson.
- 1.03 Currently, 184 dwellings are occupied across the site. For ease of reference, the development is split into 8 phases of various sizes as shown below:-



- 1.04 By way of background, Jelson recently submitted a PTS for Phase 8 to discharge Condition 10 for that phase, having taken over ownership of it from Bloor in 2023. The Phase 8 PTS as submitted is provided at **Appendix F**, while the approved PTS for Phases 1 & 2 upon which it was based is provided at **Appendix E**. For ease of reference, Condition 10 is reproduced below and the LCC Response received with respect to the Phase 8 PTS submission is at **Appendix A**.

Condition 10

'Notwithstanding the details in the submitted Framework Travel Plan and Transport Assessment, and in accordance with an agreed Phasing Programme, a Public Transport Strategy shall be submitted to and approved in writing by the Local Planning Authority to include full details of the proposed destinations, routes, days and hours of operation, frequency and duration of provision of daily bus service(s) to serve the development and arrangements for the periodic review of the above, prior to occupation of the first dwelling. The bus service(s) shall be provided thereafter in accordance with the approved Strategy.'

Scope of Report

- 1.05 TN1 provides the following information for consideration:-
- The *Base Position* with respect to the extant Section 106 Agreement and Planning Conditions it first established, then;
 - A response to LCC is presented based on the current legal position and planning requirements, and;
 - A brief summary of the findings is then provided and conclusions drawn.

Purpose

- 1.06 The sole purpose of TN1 is to provide a response to LCC demonstrating that the Phase 8 PTS as submitted is sound and therefore that there are no valid grounds for withholding approval to it.

2.0 **Base Position**

The Section 106 Agreement & OPC

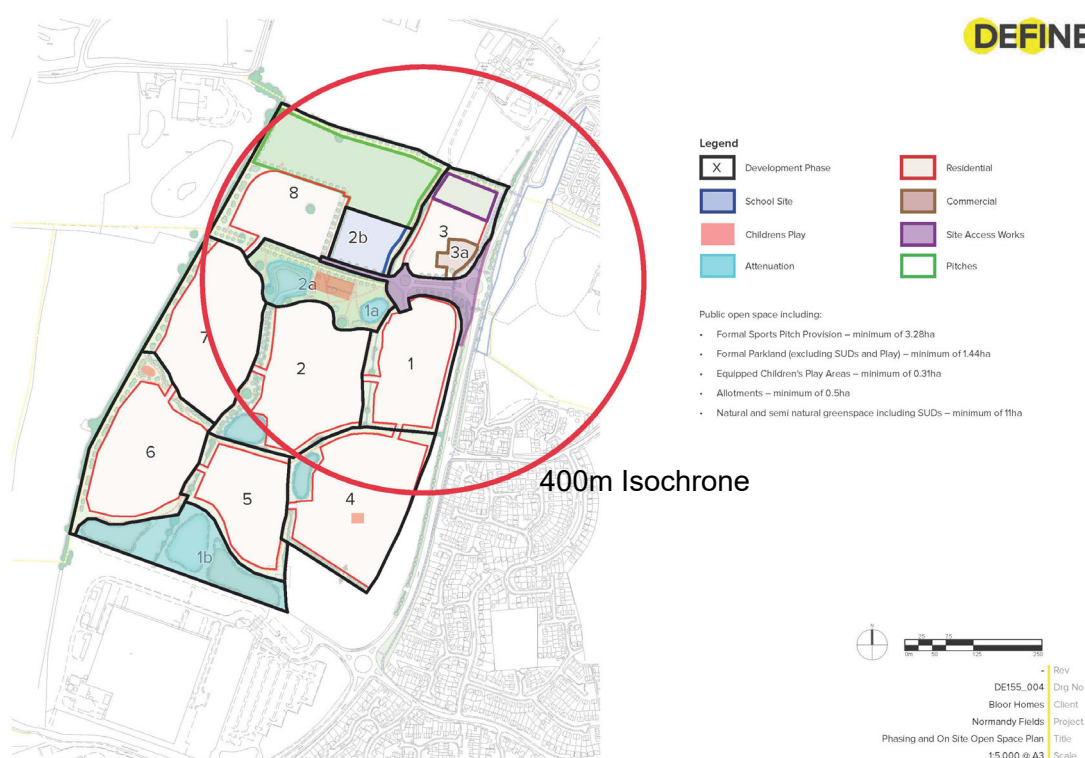
- 2.01 The requirement for a PTS is covered by Condition 10 of the OPC but the actual bus services to which it relates is defined in *The Seventh Schedule* of the S106 Agreement that brought it in to being. It is dated 26th April 2018 and required an agreement to be entered into between Bloor as the Developer and an unspecified a Bus Operator to deliver a new service to serve the site. The Section 106 is provided at **Appendix B** herein for ease of reference and the route that the new service is to ultimately follow at **Appendix C**. It is referred to as Plan 3 in the S106 and takes the form of an internal “loop” entering and leaving the site via the new A47 Site Access Roundabout. All parts of the development are to ultimately be within 400m of a serviceable bus stop.
- 2.02 As it transpired, the Bus Agreement referred to within the S106 was with Stagecoach and it was entered into on the same day that the S106 was signed, effectively back-to-backing the two Agreements (**Appendix D**). This meant that in reality, *The Seventh Schedule* as actually discharged the second it was brought into play, which is an interesting backdrop and one that is worth noting. Moreover, it represents the current legal position and it should be noted that Jelison was not, and is not, party to it.

The Current Development Position

- 2.03 Currently, Bloor Homes is developing within Phases 1, 2 & 3 in accordance with the Phasing Plan provided at **Section 1.03** above. Consent for Phases 1 & 2 comprises 260 units whilst that for Phase 3 a further 53, taking the total to 313. As of July 2024 some 184 units have been occupied, meaning that a significant number remain to be so within the phases so far consented and actively being worked on. Phase 7 has also been approved (which would see a further 160 dwellings delivered) but has yet to be enacted. Phase 4 is currently in for *Reserved Matters Approval* (RMA), covering a further 97. Phase 8 has been sold to Jelison and it would see the delivery of 87 units. Phases 5 & 6 are remote from the main A47 access and have yet to be progressed. For completeness, Phase 2b (The School) and Phase 3A (The Local Centre) are both now operational.

The Current PTS Position

- 2.04 The Condition 10 PTS submission for Phases 1 & 2 was lodged in August 2021 (**Appendix E**) and sought to provide a single stop on the outbound Spine Road in line with both the extant Stagecoach Agreement and the Plan 3 initial requirements. That has since been delivered and Route 11 as it is now called is currently serving the development on a half-hourly basis.
- 2.05 As part of the S106, there is a recognition that the Route 11 (then called Route 10) will subsequently be extended to form a “loop” through the site as described above, once development permits/requires, to form the route shown on Plan 3. It should be noted here that there is currently no legal requirement for anyone; be it Jelison or Bloor, to do anything else. There is certainly no requirement to connect the “loop” through to Roston Drive shown on Plan 3 and this is discussed later in this TN1. Additionally, because of where construction work (and hence occupations) is currently concentrated, all inhabited dwellings sit within 400m of the single Route 11 bus stop. By reference to the plan below, it can also be seen that the whole of Plot 8 will do so too. The *Base Position* is therefore that the entire Jelison site already complies with the requirements of the S106 via the approved Phases 1 & 2 PTS, irrespective of the need or otherwise to submit one.



2.06 Finally on this point and as noted above, there are 146 dwellings as of today that can be built by Bloor within Phases 1, 2 & 3. There are 87 within Phase 8 to be built by Jelson and a further 160 within Phase 7 by Bloor. Phase 4 once consented would add 97. This means that there are around 350 new homes that can be built at Normandy Fields before there is any need to alter the existing Public Transport arrangements as they currently stand. All 350 will sit within 400m of the existing stop by default. As such, it will be a considerable length of time before there is any legal need to provide the "loop" shown on Plan 3 of the S106 and there will never be such a requirement with respect to Phase 8. What happens to the Route 11 service in the future in this respect will have no bearing whatsoever on whether residents of Phase 8 will sit within 400m of a bus stop or not. They always will, as long as the Route 11 service operates.

Phase 4+

2.07 Out-with the extant OPC, Bloor Homes has submitted a *Full Planning Application* (FPA) to extend the Normandy Fields development to the south of Phase 4 by a further 153 dwellings. As part of that scheme (which has been termed Phase 4+ for simplicity) a second access would be provided onto Roston Drive. Extension of the Route 11 to follow this route has been mooted by Bloor, but their official position is understood to be that they intend to change the service to a through-route only if and when the second access is actually constructed. There is no Planning Consent to allow its delivery currently and no Legal Agreement to require them to do so and then operate the Route 11 over it. Indeed that would require a new Section 106 Agreement to be entered into, which would, at best, be a year away. Even then, Bloor would actually have to have constructed along with Jelson the "missing" 350 dwellings and chosen to build Phase 4+ ahead of Phase 4 for it to be relevant. And even then they would have had to elect not to simply provide the "loop" instead as is currently required and within their means to so do.

2.08 Phase 4+ therefore has no legal or planning status today and cannot be held up as a *Material Consideration* when determining what is a simple *Reserved Matters* submission for a PTS on Phase 8.

3.0 [Response to Leicestershire County Council \(LCC\)](#)

Overview

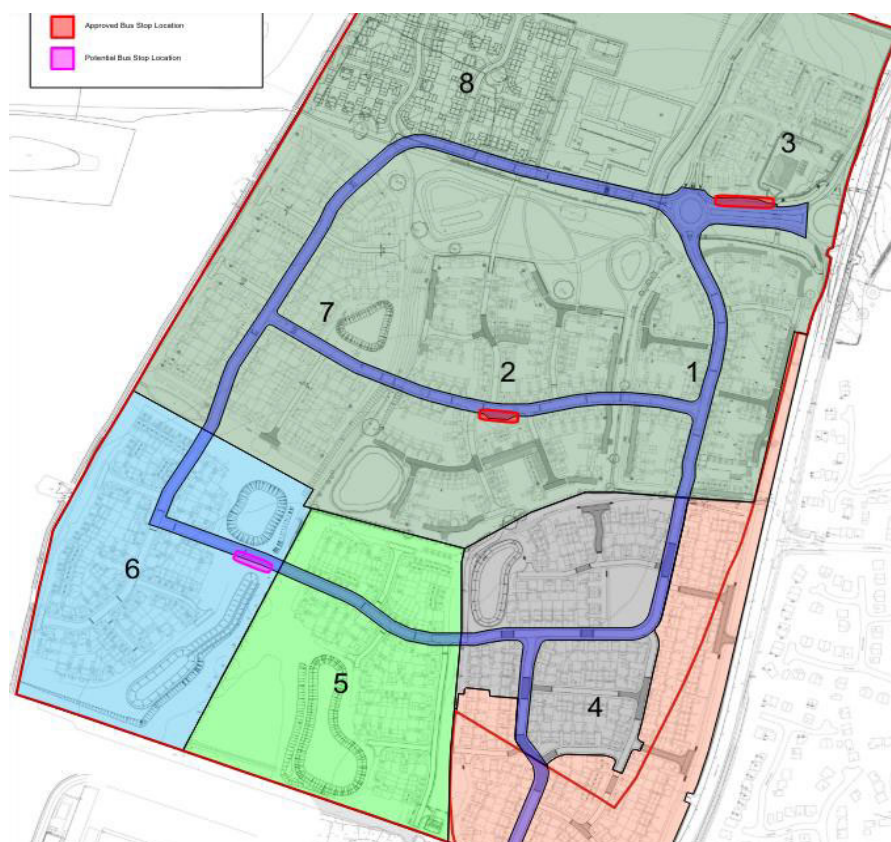
- 3.01 The PTS for Phase 8 was submitted by Jelson in March 2024 and a copy is provided at **Appendix F** for reference. Because of the way the Route 11 already operates, this version correctly mimics the one approved for Phases 1 & 2 and shown at **Appendix E**. That being the case, it should have been approved as a formality, since the whole of Phase 8 can be served in line with the extant S106 requirements by what has already been enacted by Bloor. There can be no legal or planning requirement to do otherwise and the subsequent Plan 3 “loop” is an irrelevancy in this context. If a spur has been accepted for Phases 1, 2 & 3, then it must also be for Phase 8. What happens beyond or after that has no bearing on Jelson complying.

The LCC Objection

- 3.02 The LCC Objection is provided at **Appendix A** and essentially argues that Jelson, as the current owners of Phase 8 and Applicant of the PTS for it, should:-

“...consider, in consultation with local bus operators and the developer funding the bus service, the feasibility of extending existing routes through the proposed development.”

- 3.03 The route is shown below for ease of reference but the proposal, and hence the Objection, is misguided on several levels.



- 3.04 Firstly, there is currently no legal or planning requirement for Jelson to enter into discussions with anyone. They have submitted a PTS in line with one already approved that relies on a bus service that has already been provided by Bloor.

- 3.05 That service is fully-funded; operates at the required half-hourly frequency and provides a 400m catchment that encompasses the whole of Phase 8 in line with the extant Section 106 Agreement.
- 3.06 Secondly, even if enacted the advent of a second access would offer no advantages to the residents of Phase 8. Their nearest bus stop would still be close to the A47 and hence their quickest option would be to go to it and catch an eastbound bus to Hinckley. It makes no difference to them how that bus has arrived at that stop; be it from the "loop" or from Roston Drive.
- 3.07 Finally, and most significantly, Jelson has purchased a site based on an extant S106 Agreement and Planning Consent and they cannot now be expected to enter into discussions to vary either document based on a new site that has no planning status. Still less one that is not owned by them and over which they have no control.
- 3.08 The route in question is shown in Purple above and passes over Plot 4+ shown in Orange. The latter was submitted for planning some time ago now as a stand-alone extension to the main development by Bloor Homes. It does not currently have a valid Planning Consent and cannot therefore be relied upon to provide a route for buses down to Roston Drive with any certainty. It may never get one and LCC cannot therefore in turn require Jelson to agree to a PTS that involves any commitment to discuss and then operate buses over a route that has no status. Even if it were to get a Consent (and Jelson should not have to wait until it either does or does not), the route may never get built and certainly not quickly. Phase 8 could easily be built-out before any route exists on the ground. Moreover, Bloor as the current "owners" of the S106 is not actually obliged to run buses over it anyway as of today. Discussions over such a route can therefore only be linked to Phase 4+ and its future S106 Agreement and can never be retrospectively linked to Phase 8, which is separately owned by Jelson and is party to neither. This is a fundamental point and one that Jelson would urge LCC to consider before, it is suggested, withdrawing their objection to the PTS as submitted.
- 3.07 By way of closure, LWL cannot see any reason as to why Jelson should get drawn into a debate on a possible bus route to Roston Drive over which they have no influence, nor any ability to deliver across what would be third-party land. There is no legal requirement for anyone to do anything beyond the current S106 and will not be so until, and if, Bloor signs a new one relating to Plot 4+. This a Plot 4+ matter therefore and as such should rightly be dealt with by them and LCC as part of the FPA for that site.

4.0 Summary & Conclusions

Summary

- 4.01 This *Technical Note 1* (TN1) Report has been prepared by *Lawrence Walker Limited* (LTD) on behalf of *Jelson Limited* (Jelson) to aid the discharge of Planning Condition 10 of *Outline Planning Consent* (OPC) Ref 15/00188/OUT. It relates only to Phase 8 of the 850 dwelling Normandy Fields development in Hinckley and not to other parts of the site currently being brought forward by Bloor Homes. The Planning Authority for the submission is *Hinckley & Bosworth Borough Council* (HBBC), while responsibilities for Highways & Transportation fall to *Leicestershire County Council* (LCC).
- 4.02 Condition 10 of the OPC is concerned with the delivery of a *Public Transport Strategy* (PTS) and is intended to encourage the use of a more sustainable travel option within each phase. The Phase 8 PTS submission was presented by Jelson in March 2024 as part of an RMA for that phase the site, but has been objected to by LCC. That objection relates ostensibly to a suggested need to tie the PTS for Phase 8 in with a possible extension of the bus services being considered as part of a new and separate submission by Bloor Homes for what has been termed Phase 4+. That phase sits wholly out-with the current Normandy Fields OPC and has yet to be determined. As a result, it has no status at this point in time and cannot be regarded as a *Material Consideration* when assessing a simple RMA to agree a PTS for Phase 8.

Conclusions

- 4.03 Having reviewed the LCC response, it is LWL's view that LCC should withdraw their current objection to the Phase 8 PTS as submitted, because:-
- i) There is currently no legal or planning requirement for Jelson to enter into discussions with anyone to provide an alternative bus service. They have submitted a PTS in line with one already approved that relies upon a route and service that has already been provided by Bloor. That service is fully-funded; operates at the required half-hourly frequency and provides a 400m catchment that covers the whole of Phase 8 in line with the extant Section 106 Agreement;
 - ii) Even if enacted, the advent of a second bus access would offer no advantages to the residents of Phase 8. Their nearest bus stop would still be close to the A47 and hence their quickest option would be to go to it and catch an eastbound bus to Hinckley, and;
 - iii) Fundamentally, Jelson should not get drawn into a debate on a possible new bus route to Roston Drive over which they have no influence, nor any ability to deliver across what would be third-party land. There is no legal requirement for anyone to do anything beyond the current S106 and will not be so until, and if, Bloor signs a new one relating to Plot 4+. This is a Plot 4+ matter therefore and as such should rightly be dealt with by them and LCC as part of the FPA for that site.
- 4.04 Based on these findings, it is LWL's view that the PTS for Phase 8 should be approved as submitted.

Appendix A

Leicestershire County Council Response (Ref 2024/0522/04/HDis6,7,10,26)

**Substantive response of the Local Highway
Authority to a planning consultation received
under The Development Management Order.**

Response provided under the delegated authority of the Director of Environment & Transport.

APPLICATION DETAILS

Planning Application Number: 24/00522/DISCON

Highway Reference Number: 2024/0522/04/HDis6,7,10,26

Application Address: Land North East Of Triumph Motorcycles Ltd Normandy Way Hinckley
Leicestershire LE10 3BZ

Application Type: Discharge of Condition

Description of Application: Application to discharge Conditions for Phase 8 (22/01091/REM / 24/00116/REM) - 6 (Construction Management Plan), 7 (Travel Plan), 10 (Public Transport Strategy), Condition 11 (Boundary Treatments Plan), Condition 12 (Levels), Condition 13 (Materials), Condition 14 (Water Vole mitigation), Condition 17 (Bats), Condition 19 (Ecological Survey schedule), Condition 20 (Ecology Survey), Condition 25 (Surface Water Drainage), Condition 26 (Waste and recycling), Condition 29 (Land Contamination), Condition 31 (Landfill gas), Condition 32 (Air Quality Assessment) Condition 33 (Noise), Condition 34 (Street Lighting) relating to outline planning permission 15/00188/OUT

GENERAL DETAILS

Planning Case Officer: Lesley Keal

Applicant: Mr Mitesh Rathod

County Councillor: Cllr David Bill MBE

Parish: Hinckley

Road Classification: Class A

Substantive Response provided in accordance with article 22(5) of The Town and Country Planning (Development Management Procedure) (England) Order 2015:

Objection

Objection to Discharge of Conditions 6 (Construction Traffic Management Plan), 7 (Travel Plan) and 10 (Public Transport Strategy).

No comments

Conditions 11 (Boundary Treatments Plan), 12 (Levels), 13 (Materials), 14 (Water Vole mitigation), 17 (Bats), Condition 19 (Ecological Survey schedule), Condition 20 (Ecology Survey), Condition 25 (Surface Water Drainage), Condition 26 (Waste and recycling), Condition 29 (Land Contamination), Condition 31 (Landfill gas), Condition 32 (Air Quality Assessment) Condition 33 (Noise) and Condition 34 (Street Lighting) were not advised by the Local Highway Authority (LHA) who therefore have no comments to make on these details.

Advice to Local Planning Authority

Background

The Local Highway Authority (LHA) have been consulted by the Local Planning Authority (LPA), Hinckley and Bosworth Borough Council (HBBC), on the above application for the discharge of conditions - 6 (Construction Management Plan), 7 (Travel Plan), 10 (Public Transport Strategy), Condition 11 (Boundary Treatments Plan), Condition 12 (Levels), Condition 13 (Materials), Condition 14 (Water Vole mitigation), Condition 17 (Bats), Condition 19 (Ecological Survey schedule), Condition 20 (Ecology Survey), Condition 25 (Surface Water Drainage), Condition 26 (Waste and recycling), Condition 29 (Land Contamination), Condition 31 (Landfill gas), Condition 32 (Air Quality Assessment) Condition 33 (Noise), Condition 34 (Street Lighting) relating to Phase 8 (22/01091/REM / 24/00116/REM) of outline planning permission 15/00188/OUT.

Within its final observations on application reference 15/00188/OUT dated 26 June 2016, the LHA advised on a number of planning contributions that should be obligated; and, a number of planning conditions that should be attached to the planning consent. The application was subsequently approved by the LPA (subject to conditions and contributions) on 3rd May 2018.

Conditions 7 (Travel Plan) 10 (Public Transport Strategy) attached to permission 15/00188/OUT are as advised by the LHA. The wording of Condition 6 (Construction Management Plan) attached to permission 15/00188/OUT is informed by the LHA. As such, the LHA provides comments on conditions 6, 7, and 10 below.

The LHA does not comment on Conditions 11 (Boundary Treatments Plan), 12 (Levels), 13 (Materials), 14 (Water Vole mitigation), 17 (Bats), Condition 19 (Ecological Survey schedule), Condition 20 (Ecology Survey), Condition 25 (Surface Water Drainage), Condition 26 (Waste and recycling), Condition 29 (Land Contamination), Condition 31 (Landfill gas), Condition 32 (Air Quality Assessment) Condition 33 (Noise) and Condition 34 (Street Lighting).

Condition 6 (Construction Traffic Management Plan)

For ease of reference and for the avoidance of doubt, condition 6 attached to permission 15/00188/OUT is repeated below:

'No development shall take place within each phase of development, until a Construction Environmental Management Plan (CEMP) for that phase has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall set out the overall strategies for:

- a) The means of access and routing for demolition/ ground work and construction traffic*
- b) The parking of vehicles of site operatives and visitors*
- c) Loading and unloading of plant and materials*
- d) Storage of plant and materials used in constructing the development*
- e) Location of Contractor compound(s)*
- f) Wheel washing facilities*
- g) Management of surface water run-off including details of any temporary localised flooding management system and a scheme to treat and remove suspended solids from surface water run-off during construction*
- h) Temporary highway works*
- i) Prevention of impact to existing and proposed residents from dust, odour, noise, smoke, light and*

land contamination during construction

j) Details of how the above will be monitored and a procedure for the investigation of complaints.

The approved CEMP shall be adhered to throughout the construction period for that phase of development to which it relates.'

Highways Comments:

The Applicant has submitted the following relevant documents in support of the discharge of condition 6 (for Phase 8):

- Drawing titled 'CONSTRUCTION MANAGEMENT PLAN' (drawing number HIN02_CMP_01 dated November 2023); and,
- Document titled 'Construction Management Plan' (CMP) prepared by Jelson Homes.

The LHA has reviewed the above documents and notes that page 9 of the submitted CMP states that: *'All lorries visiting the site will do so via the A47'*, the roundabout of which has been constructed to serve the overall development and then the development roads proposed as part of Phase 6. This is as per other phases of development and therefore accepted by the LHA.

Under the subheading 'Deliveries & Vehicle Movements' the submitted CMP states that:

'We would anticipate approximately 15-20 deliveries per day between the hours of 8:00am and 4:00pm, although this will vary during different stages of construction. Where possible, deliveries would take place outside of the peak hours, but a maximum of 10 vehicle movements per day between peak hours would be anticipated.'

The site construction layout is indicated on the submitted drawing titled 'CONSTRUCTION MANAGEMENT PLAN' (drawing number HIN02_CMP_01 dated November 2023), an extract of which is repeated below for ease of reference:

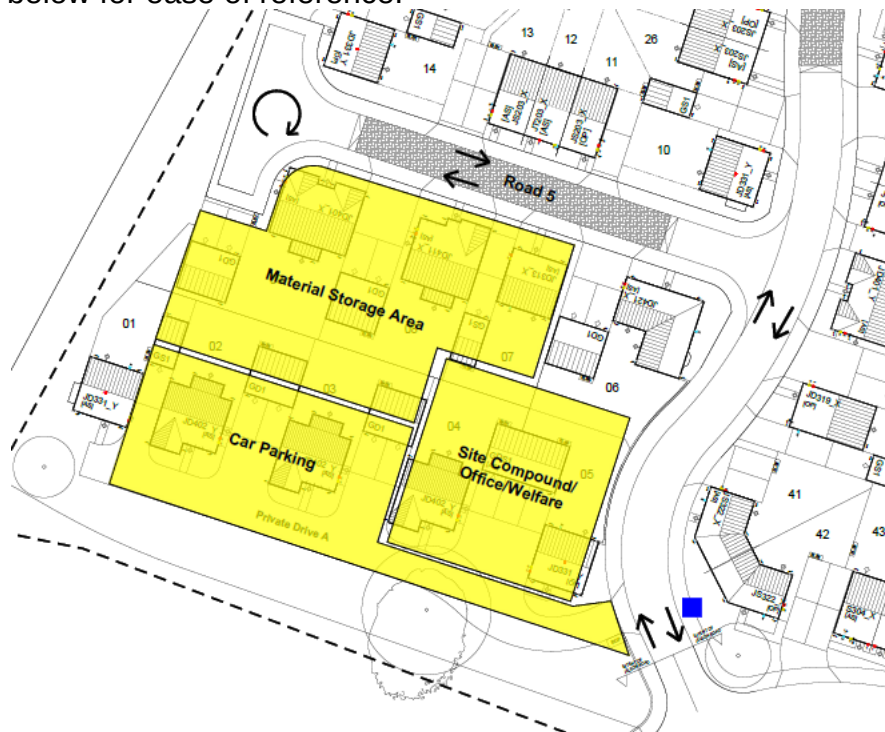


Figure 1 – Extract from submitted drawing titled 'CONSTRUCTION MANAGEMENT PLAN' (drawing number HIN02_CMP_01 dated November 2023)

It is unclear how HGV construction traffic will access and egress the proposed construction compound in a forward gear. The LHA therefore request that this is clarified by the Applicant.

It is stated (under the subheading 'Parking') within the submitted CMP that: *'Car parking for staff, contractors and visitors will be provided on site in accordance with the plan at appendix 1.'* In addition, the LHA notes that the submitted CMP indicates that a hard standing car park area will be provided.

From review of the proposed construction compound (see Figure 1 above) it is unclear how many car parking spaces are proposed, nor if the spaces provided are sufficient for the anticipated construction traffic car parking demand on the basis this has not been quantified. The LHA therefore request the Applicant identifies the anticipated construction traffic car parking demand and also identifies the number and design of construction traffic car parking on a revised drawing. Spaces should be indicated at 2.4 metres x 5.5 metres in accordance with Part 3, Figure DG13 of the Leicestershire Highway Design Guide (LHDG, available at <https://resources.leicestershire.gov.uk/lhdg>).

Furthermore, it is also stated (under the subheading 'Parking') within the submitted CMP that *'Parking of vehicles associated with the site on surrounding residential streets will be discouraged'*. The LHA requests that the submitted CMP is revised to state that there will be no off-site parking of construction traffic within residential streets surrounding the site.

The submitted CMP states (under the subheading 'Keeping the Site Access and Public Highway Clear of Mud / Debris') the following with regards to wheel washing and mud on the highway:

'Wheel washing facilities will be provided at the site entrance as required. This will be in the form of a hand held jet washer, to limit the spreading of mud /slurry from site vehicles. A hard standing car park area will also be provided for contractors' vehicles and site visitors to further limit transfer of mud onto the highway.'

This will be backed up by the use of sweepers on the public highway where necessary and to be co-ordinated with any known large scale earth moving operations.'

Whilst the measures proposed are generally acceptable, the LHA requests that the Applicant revise the submitted CMP to stipulate the mandatory use of the wheel wash facilities for all construction traffic. Furthermore, the LHA request that the Applicant indicate the location of the wheel washing facilities proposed on the submitted construction site compound drawing for review.

Public Right of Way (PROW) Footpath U6 runs along the western boundary of the proposed development, the line of which is generally reflected on the submitted drawing titled 'CONSTRUCTION MANAGEMENT PLAN' (drawing number HIN02_CMP_01 dated November 2023). No reference to the PROW is made within the submitted CMP. The LHA therefore request that the Applicant provide further information on the management of the PROW during construction, including detailing how users of the PROW will not be exposed to any elements of danger associated with the construction works.

In addition, the LHA notes that the submitted CMP makes reference to securing the site by utilising Heras panels fixed between timber posts. The LHA requests that this is indicated on a revised construction site plan for review. In relation to PROW U6, the Applicant is advised that either the Heras fencing needs to exclude the public footpath, leaving it open and available for public use whilst construction is going on beyond the temporary boundary. Or, if it is intended to fence across

the public footpath there will need to be a temporary closure and diversion of the PROW for which separate authorisation is required.

The Applicant is reminded of the following notes to the applicant as provided within the 24/00116/REM Decision Notice, which states the following in relation to PROWs:

1. Prior to construction, measures should be taken to ensure that users of the Public Right(s) of Way are not exposed to any elements of danger associated with construction works.
2. The Public Right(s) of Way must not be re-routed, encroached upon or obstructed in any way without authorisation. To do so may constitute an offence under the Highways Act 1980.
3. If there are any Public Rights of Way which the applicant considers impracticable to retain on their existing lines, a separate application for diversion is required. It should be submitted under the Town and Country Planning Act 1990 to the Local Planning Authority. The applicant is not entitled to carry out any works directly affecting the legal line of a Public Right of Way until a Diversion Order has been confirmed and become operative.
4. If the developer requires a Right of Way to be temporarily diverted, for a period of up to six months, to enable construction works to take place, an application should be made to networkmanagement@leics.gov.uk at least 12 weeks before the temporary diversion is required.
5. The Public Right(s) of Way must not be further enclosed in any way without undertaking discussions with the Highway Authority (0116) 305 0001.
6. Any damage caused to the surface of a Public Right of Way, which is directly attributable to the works associated with the development, will be the responsibility of the applicant to repair at their own expense to the satisfaction of the Highway Authority.
7. No new gates, stiles, fences or other structures affecting a Public Right of Way, of either a temporary or permanent nature, should be installed without the written consent of the Highway Authority. Unless a structure is authorised, it constitutes an unlawful obstruction of a Public Right of Way and the County Council may be obliged to require its immediate removal.

The LHA therefore objects to the discharge of condition 6 for Phase 8 of permission reference 15/00188/OUT at this time.

Condition 7 (Travel Plan)

For ease of reference and for the avoidance of doubt, condition 7 attached to permission 15/00188/OUT is repeated below:

'In accordance with the Phasing Plan, prior to the occupation of each phase a Residential Travel Plan, in accordance with the Framework Travel Plan, shall be submitted to and agreed in writing by the LPA. The measures approved shall thereafter be provided.'

Highways Comments:

The Applicant has submitted a document titled 'Travel Plan' (TP) prepared by Walker Engineering (dated January 2024) in support of the discharge of condition 7 (for Phase 8). In accordance with the comments below under the subtitle 'Condition 10 (Public Transport Strategy)' the LHA requests that the Applicant consider revising the submitted Public Transport Strategy, in consultation with the relevant stakeholders, in order to understand if it is feasible for the existing services to loop

through the wider built out development. Should this be possible, then the LHA would wish to see this reflected within a revised Travel Plan.

The LHA therefore objects to the discharge of condition 7 for Phase 8 of permission reference 15/00188/OUT at this time.

Condition 10 (Public Transport Strategy)

For ease of reference and for the avoidance of doubt, condition 10 attached to permission 15/00188/OUT is repeated below:

'Notwithstanding the details in the submitted Framework Travel Plan and Transport Assessment, and in accordance with an agreed Phasing Programme, a Public Transport Strategy shall be submitted to and approved in writing by the Local Planning Authority to include full details of the proposed destinations, routes, days and hours of operation, frequency and duration of provision of daily bus service(s) to serve the development and arrangements for the periodic review of the above, prior to occupation of the first dwelling. The bus service(s) shall be provided thereafter in accordance with the approved Strategy.'

Highways Comments:

The Applicant has submitted a document titled 'Public Transport Strategy' (PTS) prepared by Jelson Homes (dated March 2024) in support of the discharge of condition 10 (for Phase 8). The LHA notes that the submitted PTS makes reference to the existing bus service operating the following route:

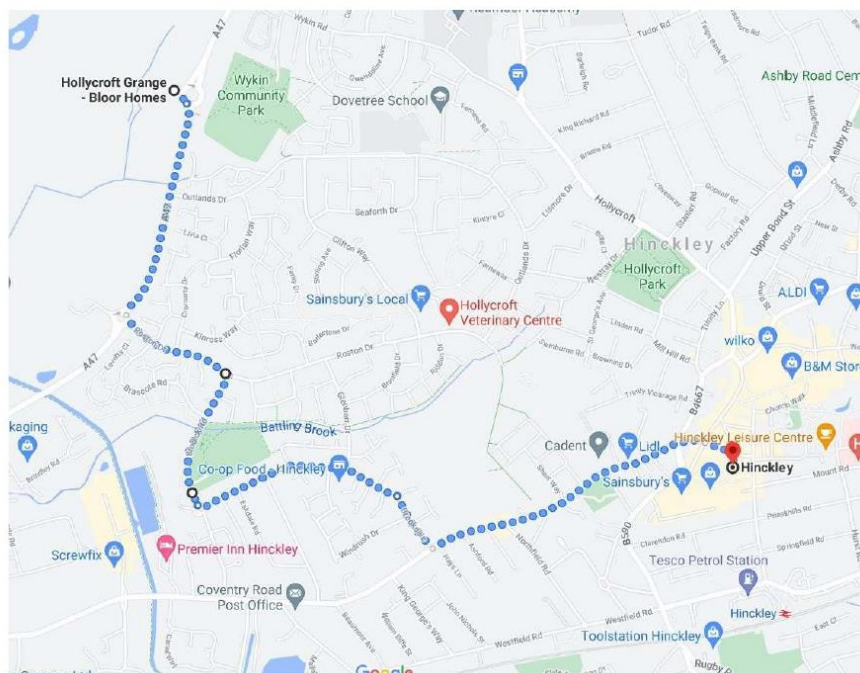


Figure 2: Appendix A of the submitted PTS

The LHA notes that adjacent reserved matters application references 21/01262/REM and 20/00527/REM have been approved by the LPA.

For ease of reference, the approved drawings for the aforementioned two permissions are extracted and repeated below:



Figure 3: Extract of Drawing titled 'Site Layout' (drawing number MI100-SL-201 Rev HH) as referenced within the decision notice attached to permission reference 20/00527/REM (Phase 1, 2 and 2b)

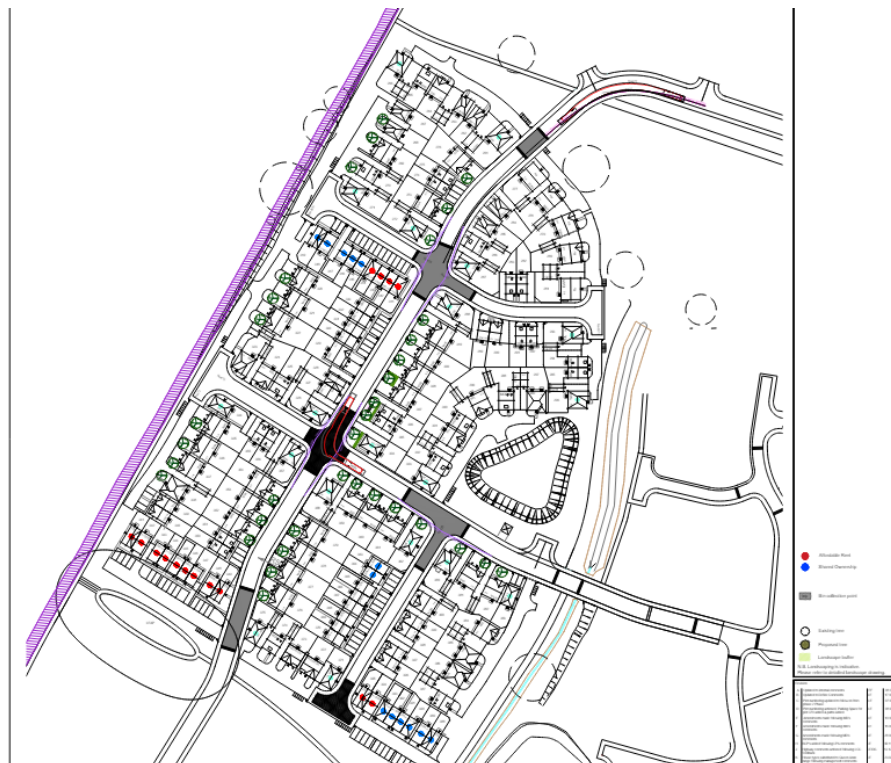


Figure 3 – Extract of Drawing titled 'Planning Layout' (drawing number MI100-PD-PH701M) as referenced within condition 4 of the decision notice attached to permission reference 21/01262/REM (Phase 7)

In addition, the LHA is aware of the following drawing submitted in support of permission reference 23/00574/REM (Phase 4):

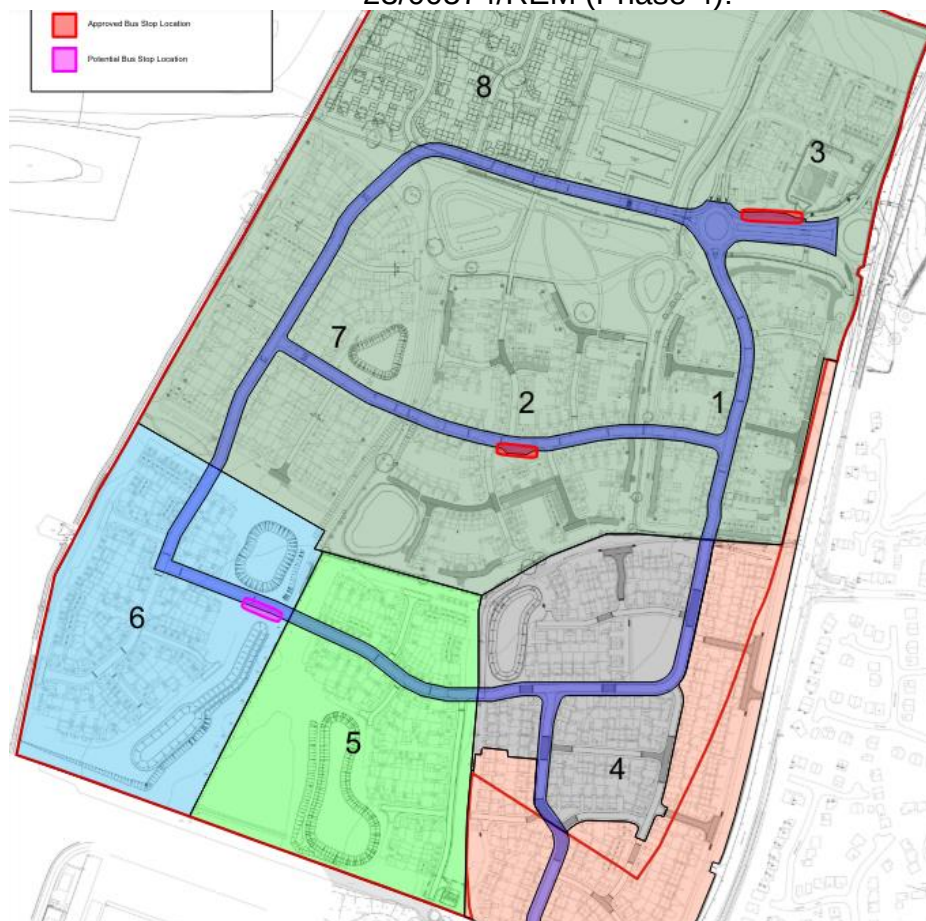


Figure 4 – Drawing labelled 'Hinckley Bus Stop Plan' on the planning portal, submitted in support of permission reference 23/00574/REM (Phase 4)

As such, planning permission exists for a 6.75 metre carriageway width route which loops through the proposed development to the south and to the east of the approved development, back through to the site access roundabout. Furthermore, bus stop provision is included within the approved site layout for permission 20/00527/REM (see Figure 2 and Figure 4 above). As demonstrated by Figure 4, there would appear to be an aspiration for bus services to route through the site as the wider development progresses.

Therefore, the LHA requests that the Applicant consider, in consultation with local bus operators and the developer funding the bus service, the feasibility of extending existing routes through the proposed development.

The LHA therefore objects to the discharge of condition 10 for Phase 8 of permission reference 15/00188/OUT at this time.

Date Received
2 June 2024

Case Officer
Perry Miller

Reviewer
BD

Date issued
24 June 2024

Appendix B

Section 106 Agreement Seventh Schedule

SEVENTH SCHEDULE
PUBLIC TRANSPORT

The Owner covenants with the County Council as follows:

1. For a period of no less than 3 months from the Commencement of Development the Owner shall use reasonable endeavours to enter into the Public Transport Agreement to provide for the benefit of the Development a Bus Service with the Public Transport Provider on acceptable terms to the Owner and the County Council (such terms to include that the Bus Service must be in operation prior to the occupation of the 50th Site Wide Dwelling at no cost to the County Council) and supply a copy of the Public Transport Agreement to the County Council PROVIDED THAT if no such agreement shall have been entered into by the end of a period of three months from the Commencement of Development notwithstanding the Owner having used reasonable endeavours to enter into the Public Transport Agreement then the Owner shall notify the County Council in writing and provide evidence to the County Council of such reasonable endeavours that the Public Transport Agreement has not been entered into and the same notice shall suggest at least one option for a reasonable alternative public transport solution that a Public Transport Provider is prepared to facilitate and the Owner hereby covenants with the County Council that it shall pay upon demand a sum as may be requested by the County Council to cover administrative expenses (including for the avoidance of doubt officer time and any external resource reasonably required by the County Council) in connection with the operation of paragraph 2 of this Schedule whereupon the provisions of paragraph 2 below shall apply.
2. Within 6 months of the notice being served by the Owner on the County Council pursuant to paragraph 1 of this Schedule the County Council shall either endorse the option suggested in the notice given to the County Council by the Owner pursuant to paragraph 1 above or else suggest another reasonable alternative public transport solution to the Owner in writing, to be implemented in a timeframe and manner reasonably directed by the County Council and within the reasonable control of the Owner.
3. Should the County Council suggest another reasonable alternative public transport solution pursuant to paragraph 2 of this Schedule the Owner shall comply with the reasonable direction issued under paragraph 2 above provided that it is understood by all parties that:
 - 3.1 the Owner shall not be prohibited from continuing the Development pending notification from the County Council of such other reasonable alternative public transport solution pursuant to paragraph 2 of this Schedule; and
 - 3.2 the Owner's maximum financial liability in respect of the Bus Service shall not exceed the Bus Service Sum AND for the avoidance of doubt the Bus Service or the alternative public transport solution (as appropriate) shall be in operation prior to the first Occupation of the 50th Site Wide Dwelling unless otherwise agreed in writing with the County Council.

4. Should the County Council fail to suggest reasonable alternative public transport pursuant to paragraph 2 of this Schedule the Owner shall pay the Bus Service Sum or such of the sum as remains unexpended to the County Council within 30 days of the expiration of the 6 month period following Commencement of Development for the County Council to procure alternative public transport. For the avoidance of doubt any sum expended by the Owner in its efforts to provide the Bus Service and/or a reasonable alternative public transport solution pursuant to this Schedule up to the termination of the 6 month period specified in paragraph 2 shall be deducted from the Bus Service Sum and the Owner shall pay to the County Council the amount of the Bus Service Sum as remains unexpended.
5. Prior to first Occupation of the Development the Owner shall provide the Bus Service Infrastructure in accordance with the Section 278 Agreement and shall ensure that the Bus Service is to be in operation prior to first Occupation of the 50th Site Wide Dwelling unless otherwise agreed in writing by the Developer and the County Council
6. The Owner shall continue to fund the Bus Service for a period of five years from first Occupation of the 50th Site Wide Dwelling in accordance with the Public Transport Agreement (or other such alternative public transport as may be suggested by the County Council in accordance with this Schedule) until the earlier of the following:
 - 6.1 the Bus Service becomes self-financing;
 - 6.2 the expiry of the said five year period from first Occupation of the 50th Site Wide Dwelling;
 - 6.3 the County Council confirms that the Bus Service is no longer required; or
 - 6.4 the Owner provides satisfactory documentary evidence (including audited accounts and statements of expenditure) to the County Council that the costs incurred by the Owner in funding the Bus Service in accordance with the Public Transport Agreement have reached the Bus Service Sum on the date on which such evidence is provided AND the County Council has certified that it is satisfied that this is the case.
7. In the event that the Owner enters into the Public Transport Agreement with the Public Transport Provider and the Bus Service is secured and is in operation in accordance with the terms of this Schedule but subsequently fails, through no fault of the Owner, prior to the expiration of the said 5 year period, the Owner shall be deemed to have complied with its obligations in this Seventh Schedule provided the Owner shall pay the Bus Service Sum or such of the sum as remains unexpended to the County Council within 7 working days of the Public Transport Provider failing to provide the Bus Service should the Owner fail in its efforts to provide a reasonable alternative Bus Service to enable the County Council to procure alternative Bus Service and/or public transport provision. For the avoidance of doubt any sum paid by the Owner to a Public Transport Provider under the terms of a Public Transport Agreement shall be deducted from the Bus Service Sum and the Owner shall pay to the County Council the amount of the Bus Service Sum as remains unexpended should

the Bus Service subsequently fail, through no fault of the Owner, prior to the expiration of the said 5 year period.

8. The Owner covenants with the County Council to complete a Section 278 Agreement prior to the Commencement of Development.

Appendix C

Section 106 Agreement Plan 3



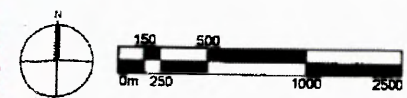
 Outline Planning Application
Site Boundary

 Extension to No. 10 Bus Service

 Bus Station

e) 34520

B. Scuttell
: **Bus Service**
C. Camp



Appendix D
Stagecoach Agreement

Public Transport Agreement

Dated 26 April 2018

J S Bloor (Tamworth) Limited
(the "Developer")

Midland Red (South) Ltd. t/a Stagecoach Midlands
(**"Stagecoach Midlands"**)

Thames Transit Ltd. T/A Stagecoach in Oxfordshire
Horspath Road
Cowley
OXFORD
OX4 2RY

01865 405504

We hereby certify this is a
true copy of the original

 (650)
Gateley Pic
Park View House
58 The Ropewalk
Nottingham
NG1 5DW

Dated 16/5/18

Bus Services Agreement

Dated 26 April 2018

Between

- (1) **J S Bloor (Tamworth) Limited** (trading as Bloor Homes (Midlands) and whose company number is 02162561 and whose registered office is at Ashby Road, Measham, Swadlincote, DERBYSHIRE DE12 7JP (the **Developer**); and
- (2) **Midland Red (South) Ltd** (trading as Stagecoach Midlands) of Unit 7 Main Road, Far Cotton, Northampton, NN4 8ES, whose company number is 01556310 and whose registered office is at Daw Bank, Stockport, Cheshire SK3 0DU (**Stagecoach Midlands**).

Recitals

- A This agreement is pursuant to and conditional upon the obligations on the Developer set out in a separate agreement made under Section 106 of the Town and Country Planning Act 1990 (as amended) completed on 11th April 2017 and entered into to secure the grant of planning permission 15/00188/OUT ("the Planning Permission") issued by Hinckley and Bosworth Borough Council (The Local Planning Authority) to the Developer, allowing the erection of up to 850 dwellings, 500m2 of retail units, a primary school, community facilities including sports pitches, parkland, children's play areas, allotments, sustainable urban drainage systems, a new access and associated infrastructure at Land North East Of Triumph Motorcycles Ltd., Dodwells Road, Hinckley Leicestershire LE10 3BZ
- B Stagecoach Midlands has identified it can provide the bus services required pursuant to the Section 106 Agreement (as defined below) in its letter dated 28 April 2017 to Jason Wooliscroft of the Developer ("the Letter")
- C The parties to this Agreement intend that this Agreement shall facilitate the discharge the liability of the owners of the Site and the Developers in respect of the Seventh Schedule of the Section 106 Agreement, and will so discharge their liability if the terms of this Agreement are observed by the parties.

It is agreed:

1 Interpretation

In this Agreement (including in the Recitals), unless the context otherwise requires, the following words and expressions and phrases shall have the meanings hereby ascribed to them:

Agreement means this document and its Schedules, as amended from time to time in accordance with the terms of this document, and any other documents generated in accordance with this document or incorporated by reference. In the event of any conflict between any parts of this Agreement the order of precedence shall be the order in which those parts are referred to in the previous sentence.

Augmented Bus Service means any bus service provided to the New Bus Stop or additional stops on the Site, that is provided under paragraph 2 of Schedule 1 ("The Services")

Paragraph 1 of this Agreement; without prejudice to the provision or operation of any other additional bus services to The Site as Stagecoach Midlands or any other operator should separately choose to operate to the Site.

Bus Service Commencement Date means the earlier of the date at which the forty-ninth (49th) occupation of any dwelling takes place on the Site, or the date one calendar year after the first occupation of any dwelling takes place on the Site.

Contract Manager means, for each of the Developer and Stagecoach Midlands, such personnel who shall be deemed to be each party's contract manager, whose details shall be notified to the other party from time to time.

Default means any breach of the obligations of a party (including but not limited to fundamental breach or breach of a fundamental term or breach of warranty), Persistent Instances of Lateness or any default, act, omission, negligence or statement of that party, its staff, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which that party is liable to the other.

Developer's Obligations means those obligation set out in Schedule 2 of this Agreement.

Developer's Staff means any employees and directors of the Developer and any contractors, sub-contractors, agents, consultants or third parties engaged by the Developer.

Development means the planned erection of up to 850 dwellings, 500m² of retail units, a primary school, community facilities including sports pitches, parkland, children's play areas, allotments, sustainable urban drainage systems, a new access and associated infrastructure at Land North East Of Triumph Motorcycles Ltd., Dodwells Road, Hinckley, Leicestershire LE10 3BZ.

Development Bus Service means the services set out in paragraph 1 of Schedule 1.

Effective Date means the date of this Agreement.

Existing Bus Services means Stagecoach Midlands bus services 10 registered with the Traffic Commissioner for the Eastern Traffic Area under references PD 0000479/288, and service 48 registered under reference PD0000479/5; and they shall be referred to as **Existing Bus Service 10** and **Existing Bus Service 48** respectively.

Indexation means the application of the BCIS All-In Tender Price Index issued by the Royal Institution of Chartered Surveyors or any successor and the term "**Indexed**" shall be construed accordingly or the application of such other index as the parties may agree.

Leicestershire County Council means Leicestershire County Council of County Hall, Glenfield, Leicester LE3 8RA and **Transport Authority** or the **Highways Authority** shall mean the same as the context requires.

Persistent Instances of Lateness means a scheduled journey which arrives at the Site more than 15 minutes after the time scheduled for any reasons within the control of Stagecoach Midlands, for a period exceeding two weeks, or where more than 5% of scheduled journeys fail to operate within 15 minutes of the time scheduled within any calendar month, arising from causes other than unpredictable traffic delay, without Stagecoach Midlands having proposed and, where applicable, registered with the Traffic Commissioner and promptly implemented the same, such measures to remedy these breaches.

New Bus Operator means any replacement for Stagecoach Midlands nominated or appointed by the Developer to provide the Services or any part of the Services.

New Bus Stop means the stop to be provided on the main site access road, provided in accordance with Clause 5 of the Seventh Schedule of the Section 106 Agreement and illustratively shown on approved drawing attached thereto at Plan 4.

Revenue Support Sum means the amounts set out in Table 1 of Schedule 4 (Payments).

Section 106 Agreement means the agreement made under Section 106 of the Town and Country Planning Act 1990 (as amended) made between the Developer, the Planning Authority and Leicestershire County Council concluded on 11 Oct 2018 26 April 2018

Services means the Services to be provided by Stagecoach Midlands to the Developer set out in Schedule 1, Part 1, the Related Services set out in Schedule 1, Part 2 and the Travel Planning Obligations set out in Schedule 1, Part 3.

Service Levels means, in relation to the Development Bus Service and any Augmented Bus Service, those service levels set out in Schedule 1, part1, paragraph 1.

Service Standards means in relation to the performance of any of the Services, carrying out those Services:

- (a) in a good, timely, safe and professional manner and in a manner free from dishonesty and corruption;
- (b) using vehicles that have been maintained to a good and presentable standard and where all drivers are adequately qualified and experienced to perform the services;
- (c) without material deviation from the best practice of a reasonable and prudent transport operator and with adherence to relevant standards required under the Company's Operating License; and
- (d) in accordance with all relevant provisions of this Agreement and any rules, codes, policies, procedures and standards implied by law and/or as notified to Stagecoach Midlands, as revised from time to time during the Term in accordance with this Agreement.

Site means Land North East Of Triumph Motorcycles Ltd. Dodwells Road, Hinckley, Leicestershire LE10 3BZ.

Stagecoach Midlands Staff means any employees and directors of Stagecoach Midlands and any contractors, sub-contractors, agents, consultants or third parties engaged by Stagecoach Midlands to perform any part of this Agreement.

Term means six and a half (6.5) years from the Bus Service Commencement Date, or earlier in the event of termination in accordance with clause 14.

Termination Date means the date on which this Agreement expires or any notice given pursuant to Clause 14 expires.

- 1.2 **Travel Plan** means the travel plan setting out defined outcomes to ensure that the Development is satisfactorily assimilated to the public transport network as further described in the Section 106 Agreement. In interpreting this Agreement:

- (a) headings are for ease of reference only and shall not affect the construction of this Agreement;
- (b) words importing one gender include any other and the singular includes a plural and vice versa and references to a **person** include any individual, firm or body corporate, joint venture, government state or agency of a state or any partnership or association (whether or not having a separate legal personality);
- (c) references to staff of Stagecoach Midlands shall include references to all employees and directors of Stagecoach Midlands and all persons engaged by Stagecoach Midlands in the performance of the Services and shall (if the context so permits) include references to the staff of any sub-contractor of Stagecoach Midlands;
- (d) where reference is made to a statutory provision this includes all subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made from time to time under it.
- (e) references to working days or business days means Monday to Friday excluding bank or public holidays.

2 Appointment and services

- 2.1 The Developer appoints Stagecoach Midlands to provide, and Stagecoach Midlands agrees to provide, the Services, with effect from the Effective Date for the Term (and in the case of the Development Bus Services, with effect from the Bus Service Commencement Date), upon and in accordance with the terms and conditions of this Agreement.
- 2.2 Stagecoach Midlands shall take all steps necessary to put itself in a position to be able fully and properly to provide the Services as from the Effective Date (and in the case of the Development Bus Services, with effect from the Bus Service Commencement Date), to the Service Standards and in accordance with the Service Levels and its other obligations under this Agreement.
- 2.3 Stagecoach Midlands confirms that it has satisfied itself that it has or, before the Effective Date will have, all information, rights, facilities, staff, equipment, parts and other materials and resources necessary to enable it to perform the Services to the Service Standards in accordance with the Service Levels and otherwise in accordance with this Agreement.

3 Provision of services

In accordance with Schedule 1, from the Effective Date Stagecoach Midlands shall supply the Services (and in the case of the Development Bus Services, with effect from the Bus Service Commencement Date) at all times to the Service Standards (where applicable) and in accordance with the Service Levels, subject to the occurrence of unforeseeable road conditions.

4 Developers obligations

The Developer shall use its reasonable endeavours to discharge the Developer's Obligations.

5 Payment

- 5.1 The Developer will pay Stagecoach Midlands the Revenue Support Sum (the **Fees**), and

the Revenue Support Sum shall be applied by Stagecoach Midlands to operate the Development Bus Service, and for no other purpose.

- 5.2 The Fees are inclusive of all costs and expenses of Stagecoach Midlands in providing the Services or otherwise performing its obligations under the Agreement.
- 5.3 The Fees may not be varied at any time otherwise than in accordance with the provisions of this Agreement and Stagecoach Midlands shall not be entitled to payment for Services other than as authorised under this Agreement.
- 5.4 All Fees are in pounds sterling and exclusive of any VAT but inclusive of any other taxes.

6 Invoicing

- 6.1 Stagecoach Midlands shall invoice the Developer in accordance with the Schedule 3.
- 6.2 The Developer will pay each valid invoice submitted by Stagecoach Midlands within 30 days after receipt by the Developer but may withhold payment of any charges that the Developer disputes in accordance with Clause 6.4 or if there is a *bona fide* dispute between the Developer and Stagecoach Midlands over the Services or any part thereof.
- 6.3 In the event of a Default in respect of the provision of the Services arising for reasons other than as a result of unforeseeable road conditions, then without prejudice to any other right or remedy of the Developer, Stagecoach Midlands shall make a proportionate deduction to the relevant invoice pro-rated to the amount of mileage properly operated in accordance with the terms of this Agreement for the applicable Service.
- 6.4 The Developer will endeavour to notify Stagecoach Midlands within 30 days after receipt of an invoice if the Developer considers that any part of the invoice is incorrect but the Developer is not prevented from disputing any charges in that invoice after this time.
- 6.5 Payment of an invoice does not prevent the Developer from disputing any charges in that invoice.
- 6.6 Stagecoach Midlands shall undertake to pay, or reimburse the Developer, for any claims, damages or expenses arising out of Stagecoach Midlands's failure to perform the Services or comply with its obligations under this Agreement owing to circumstances other than those relating to unforeseeable road conditions

7 Monitoring of Performance,

- 7.1 Stagecoach Midlands shall, in line with its existing operational policies and other regulations and statutes applicable to its operations at the Effective Date:
- (a) monitor its performance of the Services to the Service Standards and promptly report any failures in its performance and the actual level of performance it has achieved to the Developer's nominated Contract Manager, no less frequently than once a month; and
 - (b) calculate the appropriate deduction to the forthcoming invoice, in accordance with clause 6.3.

7.2 If Stagecoach Midlands fails to comply with its obligations under this Agreement, including the Service Standards and/or Service Levels, Stagecoach Midlands shall use its best endeavours to promptly:

- (a) identify the cause of any failure;
- (b) take whatever action is reasonably necessary to minimise the impact of that failure and prevent it from recurring;
- (c) correct the failure if it is a failure which can be corrected immediately or if not, put forward a rectification programme which sets out in reasonable detail the measures Stagecoach Midlands will adopt to remedy the failure and the timetable for the implementation of those measures and rectification of the failure (the "**Rectification Period**"); and
- (d) keep the Developer advised of the status of remedial efforts and any rectification programme being undertaken with respect to the underlying cause of the failure and keep the Developer's nominated Contract Manager updated, no less frequently than once a month.

Stagecoach Midlands shall agree any rectification programme and timetable with the Developer, the Developer's agreement not to be unreasonably withheld or delayed.

7.3 The Developer may verify Stagecoach Midlands's performance of the Services to the Service Standards and the Service Levels at any time (or times) and in any manner it wishes at its own cost unless Stagecoach Midlands is found to be in material breach of the Services, whereby Stagecoach Midlands will reimburse the Developer for its reasonable costs in verifying Stagecoach Midlands's performance (or non-performance) of the Services.

8 Audit, Access to information, reports and accounts

Stagecoach Midlands shall maintain in line with its standard commercial and operational procedures complete and accurate records of and supporting documentation for all activities carried out that result from or are created in Stagecoach Midlands's performance of its obligations under this Agreement. Stagecoach Midlands shall make available to the Developer in accordance with any provision of this Agreement and otherwise promptly on request:

- (a) any information reasonably required by the Developer:
 - (i) to understand fully how and on what basis the Services are being provided for monitoring performance of the Services and compliance by Stagecoach Midlands with its obligations under this Agreement; and/or
 - (ii) for the fulfilment of its reporting and other obligations to any governmental, regulatory or other authority; and
- (b) an up to date activity report for the month in which the request was made, or covering such other periods of one month or longer as the Developer may request from time to time, such requests not to be made any more frequently than once per calendar month, save where a Default has occurred.

9 Confidentiality

9.1 Stagecoach Midlands shall treat as confidential all information obtained from or on behalf of the Developer pursuant to this Agreement and shall not without the prior written consent of the Developer divulge, use or copy such information except:

- (a) to or by Stagecoach Midlands Staff and then only to those who need to know the same and who have undertaken to observe confidentiality obligations in relation to such information which are no less comprehensive than those set out in this Clause 9; or
- (b) to Stagecoach Midlands's auditors, professional advisers, HM Inspector of Taxes, HM Customs & Excise and any other persons or bodies having a statutory or regulatory right to receive that information and then only in pursuance of such right,

provided that this Clause shall not extend to information which was rightfully in the possession of Stagecoach Midlands prior to the commencement of its dealings with the Developer (provided that such information was not originally given to it by the Developer), which is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause 9) or which is trivial or obvious.

9.2 The Developer shall treat as confidential all information obtained from Stagecoach Midlands pursuant to this Agreement and shall not without the prior written consent of the Stagecoach Midlands divulge, use or copy such information except:

- (a) to or by the Developer's Staff and then only to those who need to know the same and who have undertaken to observe the confidentiality obligations in relation to such information which are no less comprehensive than those set out in this Clause 9; or
- (b) to the Developer's auditors, professional advisers, HM Inspector of Taxes, HM Customs & Excise and any other persons or bodies having a statutory or regulatory right to receive that information and then only in pursuance of such right,

provided that this Clause shall not extend to information which was rightfully in the possession of the Developer prior to the commencement of its dealings with the Stagecoach Midlands (provided that such information was not originally given to it by Stagecoach Midlands), which is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause 9) or which is trivial or obvious.

9.3 Stagecoach Midlands undertakes to ensure that the persons and bodies mentioned in Clauses 9.1(a) and 9.1(b) are made aware prior to the disclosure of any part of the information that the same is confidential and agree to keep it confidential and will be liable under this Agreement for the acts and/or omissions of any Stagecoach Midlands Staff as if they were its own acts and/or omissions under this Agreement.

9.4 The Developer undertakes to ensure that the persons and bodies mentioned in Clauses 9.1(a) and 9.1(b) are made aware prior to the disclosure of any part of the information that the same is confidential and agree to keep it confidential and will be liable under this Agreement for the acts and/or omissions of any of the Developer Staff's as if they were its own acts and/or omissions under this Agreement.

9.5 The parties shall not make any announcement about nor disclose the existence or any terms of this Agreement without the prior written consent of each other.

- 9.6 The foregoing obligations on both the Developer and Stagecoach Midlands as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

10 Representations and warranties

10.1 Stagecoach Midlands warrants and agrees that:

- (a) at all times it will perform the Services to the Service Standards, Service Levels and the provisions of this Agreement, save that it is acknowledged that, from time to time, unforeseeable road conditions may result in Defaults;
- (b) shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice;
- (c) all vehicles and drivers used for the delivery of the Services shall be licensed for Passenger Carrying Vehicle operation;
- (d) all information, representations and statements communicated (whether in writing or otherwise) to the Developer by Stagecoach Midlands or its staff in connection with or arising out of the subject matter of this Agreement are true, complete and accurate in all respects;
- (e) it is of sound financial standing and Stagecoach Midlands and its staff and officers are not aware of any circumstances which may adversely affect that financial standing in the future;
- (f) Stagecoach Midlands will perform its obligations under this Agreement in compliance with all laws and maintain all consents required by law; and
- (g) it has full power and authority to enter into this Agreement and to perform the Services.

11 Liability

11.1 Stagecoach Midlands shall be liable to the Developer, its officers, employees, agents and other contractors in respect of all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, howsoever arising, whether in contract, tort or otherwise, directly or indirectly, out of, or in the course of or in connection with:

- (a) any third party claims or demands relating to the provision of or failure to provide the Services, except where exclusively caused by a Default of the Developer;
- (b) the loss or damage to tangible property;
- (c) any death or personal injury caused by Stagecoach Midlands's own negligence.

11.2 Notwithstanding any other provisions of this Agreement, neither party excludes or limits liability to the other party for:

- (a) death or personal injury caused by its own negligence;
- (b) any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

- (c) the consequences of any fraudulent misrepresentation made by it; or
 - (d) any other liability the exclusion of which is expressly prohibited by statute.
- 11.3 Stagecoach's liability to the Developer arising under this Agreement shall be without prejudice to any other right or remedy available to the Developer.

12 Insurance

- 12.1 Without prejudice to the Developer's rights under this Agreement, Stagecoach Midlands shall throughout the Term take out and maintain such policies of insurance as may be necessary to insure Stagecoach Midlands against all manner of risks that might arise in connection with Stagecoach Midlands's performance of its obligations under the Agreement including (without limitation) in respect of the following risks:
- (a) employer's liability and liability for any sub-contractors engaged by Stagecoach Midlands including (without limitation) in respect of personal injury or death of any person arising under a contract of service or for Services with Stagecoach Midlands and/or (in respect of employees) arising out of an incident occurring during the course of such person's employment in compliance with the Employer's Liability (Compulsory Insurance) Act 1969 in the sum of £5 million per claim; and
 - (b) public liability in the sum of £5 million per claim.
- 12.2 Stagecoach Midlands shall promptly supply to the Developer copies of the current Insurance Certificates in respect of the liabilities under Clause 12.1.(a) and 12.1 (b) above.
- 12.3 Stagecoach Midlands shall ensure that any sub-contractors of Stagecoach Midlands maintain like insurance cover to that covered by the insurance required to be provided by Stagecoach Midlands under this Clause 12.

13 Disputes

- 13.1 The parties will attempt in good faith to resolve any dispute arising out of or in relation to this Agreement promptly.
- 13.2 Any dispute between the parties arising out of or relating to this Agreement, shall be in the first instance referred by either party to the parties' Contract Managers.
- 13.3 If any dispute cannot be resolved by the Contract Managers within a maximum of 5 working days (or longer period agreed between them) after it has been referred under Clause 13.2, that dispute shall be referred to the Regional Director (or equivalent) of Stagecoach Midlands and a Director of the Developer for resolution.
- 13.4 If the dispute cannot be resolved by the Regional Director (or equivalent of Stagecoach Midlands and a Director of the Developer within a maximum of 15 working days (or longer period agreed between them) either Party may refer the dispute to the English courts.

14 Term and Termination

- 14.1 This Agreement shall take effect on the Effective Date and unless terminated earlier pursuant to its terms will continue for the Term.

- 14.2 This Agreement may be terminated by the Developer on not less than 30 days written notice on the date specified in the notice without liability:-
- (a) if Stagecoach Midlands commits any breach (other than a minor breach) of any provisions of this Agreement which, in the case of a breach capable of remedy, is not remedied within thirty days of service upon Stagecoach Midlands of a notice specifying the breach and requiring it to be remedied;
 - (b) if Stagecoach Midland causes the Developer to be in breach of the Section 106 Agreement (as may be amended from time to time);
 - (c) if Stagecoach Midlands has committed a number of breaches which taken together have a material effect on the performance of the Services and which have not been resolved following reference to the Contract Managers and which are then not substantially remedied within thirty days (or such longer period as may be specified in the notice) of service by Stagecoach Midlands of a notice specifying the breaches and requiring a remedy;
- 14.3 This Agreement may be terminated by the Developer immediately on written notice or as otherwise specified in the notice without liability:
- (a) if the Section 106 Agreement is not signed by all of the relevant parties; or
 - (b) Planning Permission is not granted or is withdrawn or revoked; or
 - (c) if the development of the Site ceases for any reason prior to the Bus Service Commencement Date; or
 - (d) if the Transport Authority or any other regulatory or legal body requires the Developer to terminate this Agreement; or
 - (e) if Stagecoach Midlands:
 - (i) holds any meeting with or makes a composition or arrangement with its creditors or puts a proposal to its creditors for a voluntary arrangement for a composition of its debts or a scheme of arrangement; or
 - (ii) has a supervisor, receiver, administrator, administrative receiver or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within seven (7) days) upon the whole or any substantial part of its assets; or
 - (iii) ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (ignoring any requirement in that section to prove a matter to the satisfaction of the court); or
 - (iv) is presented with a petition for bankruptcy or has a meeting convened to consider a resolution for the making of an administrative order against it, or its winding up, bankruptcy or dissolution (other than for the purposes of a solvent amalgamation or reconstruction);
 - (f) if any event analogous to any event referred to in Clause 14.3 (e) occurs in relation to Stagecoach Midlands, under the laws under which it is incorporated,

Clauses 14.3 (a) and (f) shall apply only if the occurrence will have a material effect on the ability of Stagecoach Midlands to perform its obligations under this Agreement, and provided always that the Services shall continue to operate under the terms of this Agreement for a maximum of 60 days to allow for the deregistration of the Services with the Traffic Commissioner within statutory timescales.

In addition to its rights to terminate this Agreement under Clauses 14, the Developer may, if any of the circumstances referred to in Clauses 14.2 or 14.3 have occurred, without terminating the whole of this Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Services should be made).

- 14.4 For the purposes of Clause 14.3(a) a breach shall be capable of remedy if Stagecoach Midlands can comply with the provisions in question in all respects other than as to the time of performance.
- 14.5 The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed to survive or operate in the event of termination of this Agreement.

15 Consequences of termination

Stagecoach Midlands acknowledges that it is critical for the Developer to have continuity of the Services and for that reason, the Developer relies significantly on Stagecoach Midlands fulfilling its obligations under this Clause. Stagecoach Midlands also acknowledges that any handover of the Services will require both the Developer and Stagecoach Midlands to devote significant internal and external resources to ensure that the Developer's requirements are adequately met. Stagecoach Midlands shall at its own cost co-operate with the Developer and any New Bus Operator in ensuring the smooth handover and continued running of the Services during any handover period and in particular, without limitation, Stagecoach Midlands shall, to the extent required by the Developer perform the Services up to the end of the Term or such other period specified by the Developer to the Service Standards and Service Levels.

- 15.1 No part of this Agreement shall fetter the rights of Stagecoach Midlands that exist in legislation to conduct its lawful business, including the provision of such public bus services to the New Bus Stop or any other bus stops provided in due course on the Site that it shall at its sole discretion decide to offer during the Term of the Agreement or subsequently, provided always that Stagecoach Midlands is complying with its obligations under this Agreement, or as shall be otherwise agreed between the parties.

16 Remedies and waivers

- 16.1 If a party breaches a term of this Agreement, the rights of the other party arising from that breach cannot be waived except:

- (a) with the express written consent of the other party; and
- (b) to the extent set out in that consent.

Waiver of one breach does not waive or imply waiver of any further or other breach.

- 16.2 This Clause applies if a party becomes entitled to exercise any right or remedy under this Agreement or by law or regulation. No failure to exercise, no delay in exercise and no single or partial exercise of that right or remedy shall:

- (a) adversely affect that right or remedy;
- (b) waive it; or
- (c) prevent any further exercise of it or of any other right or remedy,

except to the extent the parties have expressly agreed otherwise in writing.

- 16.3 The rights and remedies arising from this Agreement are cumulative. They are not exclusive of any other rights or remedies provided by law or otherwise.

17 Entire agreement

- 17.1 This Agreement sets out the entire agreement between the parties.
- 17.2 No other term, express or implied, forms part of this Agreement. No usage, custom or course of dealing forms part of or affects this Agreement.
- 17.3 The only claim, right or remedy available to a party for a representation expressly set out in this Agreement shall be damages for breach of contract.
- 17.4 Each party waives all claims, rights and remedies for all representations:
- (a) made to it by any person before entering into this Agreement; and
 - (b) not set out in this Agreement.

Each party acknowledges that, in deciding to enter into this Agreement, it has not relied on any such representation.

18 Changing this Agreement

No party may amend, change or waive any term of this Agreement without the written consent of the other party to it.

19 Assignment

The Developer may assign or otherwise transfer this Agreement or any of its rights and obligations under it in whole or in part without the consent of Stagecoach Midlands. Stagecoach Midlands shall not assign or otherwise transfer this Agreement or any of its rights and obligations under it whether in whole or in part without the prior written consent of the Developer.

20 Sub-contracts

- 20.1 Stagecoach Midlands shall not, without the prior written consent of the Developer, enter into any sub-contract with any person for the performance of all or any part of this Agreement.
- 20.2 Stagecoach Midlands shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of all or any part of this Agreement. If requested by the Developer, Stagecoach Midlands shall promptly provide the Developer with copies of any sub-contracts. Stagecoach Midlands shall never sub-contract or attempt to sub-contract its duties relating to the management of the Services.

21 Notices

- 21.1 This Clause applies to all notices and other communications (except formal notices in legal proceedings and the notification of the) between the parties under this Agreement (**Notices**). Notices must be in writing.
- 21.2 Notices must be delivered by one of these methods:
- (a) by hand;
 - (b) prepaid first class post;
 - (c) fax.
- 21.3 Notices must be addressed to the party to be served at one of the following:
- (a) if addressed to a company, at its registered office at that time;
 - (b) if addressed to an individual, at the address given at the beginning of this Agreement or, if the party to be served has notified the other party of any replacement address in the United Kingdom for service of Notice, at the replacement address; or
 - (c) at the fax number given at the beginning of this Agreement or, if the party to be served has notified the other party of any replacement fax number for Notices, at the replacement fax number.
- 21.4 A Notice delivered by hand is effective at delivery. A Notice sent by fax is effective on the next business day after the fax was sent. A Notice sent by post is effective on the second business day after posting.

22 No partnership or agency

Nothing in this Agreement, and no action taken under this Agreement:

- (a) creates a partnership;
- (b) creates a relationship of principal and agent between any of the parties; or
- (c) otherwise authorises any party to bind any other party.

23 Compliance

- 23.1 Stagecoach Midlands warrants and represents that it:
- (a) has read, understand and will at all times comply with the Developer's Anti-Slavery and Human Trafficking Policy as notified to Stagecoach Midlands from time to time;
 - (b) has robust governance, effective risk procedures and adequate internal control mechanisms to manage and ensure Stagecoach Midland's compliance with the policies set out in this clause;
 - (c) shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010;
 - (d) is fully aware of the requirements of the Bribery Act and has appropriate processes and controls in place to prevent the commission of any offence under such Act by

Stagecoach Midlands or any person associated with Stagecoach Midlands including the offering or acceptance of bribes; and

- (e) shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (f) shall comply with the Developer's Ethics, Anti-bribery and Anti-corruption policies as notified to Stagecoach Midlands from time to time.

- 23.2 On request, Stagecoach Midlands must report to the Developer in writing confirming all steps it is taking to ensure that neither slavery nor child labour nor human trafficking is taking place in its supply chain and/or in any part of Stagecoach Midlands' business. Stagecoach Midlands will cooperate with and respond to all reasonable enquiries raised by the Developer in connection with the Developer's Modern Slavery Act 2015 reporting requirements.
- 23.3 Breach of this clause 23 shall be a material breach of the Agreement entitling the Developer to terminate the Agreement without incurring any liability for such termination.
- 23.4 Stagecoach Midlands shall indemnify the Developer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the Developer as a result of any breach of clause 23 of this Agreement by Stagecoach Midlands.
- 23.5 The terms and conditions of the Agreement are without prejudice to the application of any mandatory laws and regulations that would otherwise be applicable including the Modern Slavery Act 2015.

24 Rights of Third Parties

A person who is not party to this Agreement may not enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or change any term of this Agreement without the consent of a person who is not party to this Agreement.

25 Governing law and jurisdiction

- 25.1 English law governs this Agreement, its interpretation and any non-contractual obligations arising from or connected with it.
- 25.2 Subject to Clause 13, the parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement. Each party agrees to waive any objection to the English courts, whether on the grounds of venue or that the forum is not appropriate.

Signed by the parties

Schedule 1 – Services

Part 1 – Bus Services

1 The Development Bus Service

Service Levels - From the Bus Service Commencement Date Stagecoach Midlands shall:

- (a) provide the Development Bus Service to serve the Site, in order to offer a departure from the site every half-hour from the Site, to Hinckley Town Centre making use of the Bus Stop facility to be constructed by the Developer on the Site in accordance with the Developer's Obligations and the Letter;
- (b) operate the Development Bus Service from the New Bus Stop on the Site via a consistent route to Hinckley Town Centre to be agreed with the Developer no later than 30 days after the Effective Date, taking a suitable and appropriately direct route (approximating closely to the route a motorist would otherwise seek) as further set out in the Letter, such route not to be varied except having served 90 days notice on the Developer before the proposed date any change takes effect for the Developer's consent to such change, and subject always to agreement with the Developer under the terms of section (b) of Paragraph 2 below, provided always that Stagecoach shall not be prevented from unilaterally making such route changes as may be required to comply with other regulatory or legal requirements incumbent upon it, including, *inter alia*, those applying to it as a licensed operator of Public Service Vehicles (as amended from time to time).
- (c) provide the Development Bus Service at not less than half-hourly intervals a service operating between the hours of 7.00 am and 7.00 pm Monday-Saturday between the Site and Hinckley Town Centre. For the avoidance of doubt, the first departure shall leave the Site on or before 7.00 am in either direction and the service shall continue through the day until 7.00pm on or after which a departure shall leave the Site in either direction;
- (c) ensure that the Development Bus Service frequency shall vary by no more than 10 minutes either side of a clock-face 30-minute frequency, and such variances shall take place no more than 4 (four) times per day in each direction;
- (d) use its best endeavours to prepare and register a timetable that maximises the number of journeys separated by exactly 30-minute intervals, leaving the Site between 7.00 am and 7.00 pm, and arriving at the Site between 7.00 am and 7.00 pm in both directions;
- (e) ensure vehicles operating the service shall at no time have less than 25 passenger seats; and
- (f) ensure, subject to clause 15, the Development Bus Service is provided for up to six and a half (6.5) years from the Bus Service Commencement Date, which for the avoidance of doubt, includes a sixth year of operation at reduced charge to the Developer, as further set out in schedule 3.

2 The Augmented Bus Service

At any point after the Effective Date (including the Bus Service Commencement Date) Stagecoach Midlands may at its sole discretion be able to provide the Development Bus Service either as described under paragraph 1 above; or as a diversion to an Existing bus Service 10 or 48, or by extension or diversion of those Existing Bus Services or any other such bus services as Stagecoach Midlands at that time may provide in the vicinity of the Site, provided always that:

- (a) The Service Standards and Service Levels for the Development Bus Service is met in full. For the avoidance of doubt, this shall include days of operation, hours of operation, frequency of operation or specified destinations served.
- (b) That over the Term of this Agreement all opportunities will be sought to provide and continuously maintain an extension or diversion of the Development Bus Service from more than one stop within the Site to stops as close to Hinckley Station via Station Road and/or Hawley Road as can be effectively served, having regard to the overall effectiveness and marketability of the Development Bus Service bus service or Augmented Bus Service.
- (c) The route between the Site and Hinckley Town Centre shall be agreed in advance with the Developer, and be as direct and reasonable as is required to meet the requirements of the site-wide Travel Plan, such agreement not be unreasonably withheld by the Developer.
- (d) Stagecoach may at its sole discretion exceed the frequency and hours of operation of the Development Bus Service specified in Paragraph 1 above, over the Term of this Agreement.
- (e) Any addition, augmentation or extension to the Development Bus Service so provided to the Site at the discretion of Stagecoach Midlands under the terms of (a) - (d) above may be withdrawn during the Term of this Agreement at the sole discretion of Stagecoach Midlands, having given 60 days' notice to the Developer, provided always that the original Service Standards and Service Levels continue to be met.

3 Related Services

From the Effective Date Stagecoach Midlands shall:

- (a) within 30 days of the Effective Date prepare a timetable for the Development Bus Service that meets the requirements set out in paragraphs 1(a) and 1(b) above and seek to agree the timetable with the Developer;
- (b) no earlier than 72 days and no later than 56 days before Bus Service Commencement Date, having agreed the relevant Bus Service timetable with the Developer (or in the absence of such agreement, specified by the Developer, acting reasonably) register with the relevant timetable with Traffic Commissioner and, if required, the Highways Authority;
- (c) at the request of the Developer or the Traffic Commissioner and/or Highways Authority, enter such dialogue and discussion as may be required from time to time with them for the purposes of assisting the Developer in discharging those terms of the Section 106 Agreement requiring the Development Bus Service.

From the Bus Service Commencement Date Stagecoach Midlands shall:

- (d) use its best endeavours to promote the Development Bus Service, or any other Augmented Bus Service that is provided under this Agreement, both to residents living on the Site, and within the Hinckley and Nuneaton areas in general, with the objective that the Services to the Site should become commercially sustainable after the Term. Stagecoach Midlands gives no warranty or guarantee that revenue from the Site, or along the route as a whole, will build sufficiently to allow continued commercial operation of the Development Bus Service (or Augmented Bus Service as the case may be) at the conclusion of the Term;

Part 3 – Travel Planning Obligations

From the Bus Service Commencement Date Stagecoach Midlands shall:

1. provide to the Developer at no cost, vouchers sufficient for each household on the Site to be offered at first occupation, up to two adult 13-weekly Leicester "Megarider" (or similar) Stagecoach Midlands Travel Ticket ("the Travel Incentive Voucher") free of charge.
2. use its best endeavours to supply the Developer, with current timetable leaflets for the Development Bus Service, and/or any Augmented Bus Service serving the Site, over the Term, within 10 working days of a request being received. Leaflets shall be supplied directly to the Developer's information or management centre on Site, or to such other location or address as shall be specified by the Developer from time to time.

From the Effective Date Stagecoach Midlands shall:

3. assist the Developer in discharging its obligations under the Travel Plan agreed for the Development whether by planning condition attached to the Planning Permission, or as a planning obligation under the Section 106 Agreement.

Schedule 2 – Developer's obligations

1. The Developer shall no later than two weeks before the Bus Service Commencement Date, construct and make continuously available for public use, the main access point and entrance highway ("**the Bus Service Infrastructure**") and New Bus Stop on the Site, as approved by the Planning Permission, or as otherwise agreed with the Local Highways Authority under s278 and/or s38 of the Highways Act 1980, to allow buses and passengers to be able to safely and conveniently access the site.
2. The Developer shall notify Stagecoach Midlands when the First Occupation has taken place on the Site, and at that time shall provide an estimate of when the forty-ninth Occupation shall thereafter take place.
3. The Developer shall thereafter use reasonable endeavours to provide 90 days' notice of the point at which the forty-ninth Occupation is planned to take place.
4. The Developer shall duly inform Leicestershire County Council Public Transport Operations Team that the New Bus Stop(s) are being installed, to allow the Development Bus Service registration to be duly made and to otherwise facilitate bus services stopping at the New Bus Stop(s).
5. To facilitate the discharge of Stagecoach Midlands's Travel Planning Obligations, the Developer agrees to use reasonable endeavours to agree a method with Stagecoach Midlands for ensuring that each new household within the Development is supplied at the point of engagement, with a travel incentive voucher, and a current timetable for the Bus Services.
6. Provided Stagecoach Midland is complying with its obligations under this Agreement, the Developer shall not hinder or in any other way seek to prevent Stagecoach Midlands operating additional journeys or bus services to the Site, (specifically, to the New Bus Stop referenced at Paragraph 1. above and other bus stops that may in due course be provided on the Site referenced in Paragraph 7. below), if Stagecoach Midlands shall at its sole discretion choose to provide them from time to time during the Term of this Agreement or subsequently, under the provisions of Paragraph 2 of Schedule 1 of this Agreement, or otherwise within the provisions of legislation and regulations in force at that time.
7. The Developer shall use reasonable endeavours to seek to provide measures to facilitate the operation of bus services within the Site as a whole, beyond the Bus Service Infrastructure (as defined in the Section 106 Agreement), including as appropriate links to facilitate future bus operation through the Site to third party land to the south, and to provide highways on the Site suitable to accommodate a bus route incorporating appropriate bus stop infrastructure, as shall separately be agreed with in line with the Planning Permission and in a timely manner consistent with the phasing of construction of the Site.

Schedule 3 – Payments and Invoicing

1. The first instalment of the Revenue Support Sum shall be invoiced within 28 days of the Bus Service Commencement Date and then four-weekly, in arrears, as provided for in Table 1.
2. The Revenue Support Sum shall be subject to Indexation, on the following basis
 - a. the First Instalment shall be Index to take account of cost increases only, between the Effective Date and the Bus Service Commencement Date.
 - b. Indexation shall occur on the anniversary of the Bus Service Commencement Date thereafter, provided always that no indexation shall be applied over any period when the Index is less than zero.

Table 1: the Revenue Support Sum

	Date	Sum
First instalment	[Date 28 days after the Bus Service Commencement Date]	£10,384.62
Second instalment	[Date 28 days after the First instalment]	£10,384.62
Third instalment	Date 28 days after the Second instalment	£10,384.62
	And thereafter every 28 days in like manner until the	
Thirteenth instalment		£10,384.62
Fourteenth instalment	Date 28 days after the Thirteenth instalment	£8,076.92
	And thereafter every 28 days in like manner until the	
Twenty-sixth instalment		£8,076.92
Twenty-seventh instalment	Date 28 days after the Twenty-sixth instalment	£6,538.46
	And thereafter every 28 days in like manner until the	
Thirty-ninth instalment		£6,538.46
Fortieth instalment	Date 28 days after the Thirty-ninth instalment	£5,000.00

	And thereafter every 28 days in like manner until the	
Fifty-second instalment		£5,000.00
Fifty-third instalment	Date 28 days after the Fifty- second instalment	£2,692.31
	And thereafter every 28 days in like manner until the	
Sixty-fifth instalment		£2,692.31
Sixty-sixth instalment	Date 28 days after the Sixty- fifth instalment	£1,538.46
	And thereafter every 28 days in like manner until the	
Seventy-eighth instalment		£1,538.46
	TOTAL	£440,000

Signed by G. CRISP
duly authorised for and R Gadd
on behalf of J S Bloor (Tamworth)
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)
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G. Crisp
R Gadd

Signed by S J Buro
duly authorised for and
on behalf of Midland Red (South) Ltd.
[]

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)
)
)

S. J Buro

Appendix E

Public Transport Strategy Phases 1 & 2



Public Transport Strategy

Hinckley West – Phase 1 and 2

Land North East of Triumph Motorcycles Limited, Dodwells Road, Hinckley, Leicestershire

Planning Application No: 15/00188/OUT

Planning Condition 10

August 2021

Hinckley West
Public Transport Strategy

1.0 Introduction

1.1 This Public Transport Strategy has been prepared to discharge planning condition 10 of the outline planning permission reference 15/00188/OUT dated 3 May 2018 for phases 1 and 2 of the land at Dodwells Road, Hinckley. The development to be carried out on the site pursuant to the outline planning permission comprising up to 850 dwellings, 500m² of retail units, a primary school, community facilities including sport pitches, parkland, children's play areas, allotments, sustainable urban drainage systems, a new access and associated infrastructure. Phase 1 and 2 of the scheme consists of 260 dwellings.

1.2 The planning condition to be discharged reads;

Notwithstanding the details in the submitted Framework Travel Plan and Transport Assessment, and in accordance with an agreed Phasing Programme, a Public Transport Strategy shall be submitted to and approved in writing by the Local Planning Authority to include full details of the proposed destinations, routes, days and hours of operation, frequency and duration of provision of daily bus service(s) to serve the development and arrangements for the periodic review of the above, prior to occupation of the first dwelling. The bus service(s) shall be provided thereafter in accordance with the approved strategy.

The strategy will cover the following topics;

- **Proposed destinations;**
- **Routes;**
- **days and hours of operation;**
- **frequency;**
- **duration of provision of daily bus service(s) to serve the development; and**
- **arrangements for the periodic review**

2.0 Public Transport Strategy

Proposed Destinations

2.1 The bus route will commence at the bus stop on the east bound leg of the development spine road and then enter the new roundabout on the A47 and travel south bound. The key proposed destinations along the route are the Co-operative Foodstore on Trent Road, Lidl on Coventry Road and the Crescent and town centre

Routes

2.2 The bus route proposed by the County Council is shown on the plan at Appendix A.

Days and Hours of Operation

2.3 The bus service will be operational from Monday through to Saturday inclusive. The hours of operation are shown on the timetable within appendix B.

Frequency

2.4 The service runs every 30 minutes as can be seen from the timetable within appendix B.

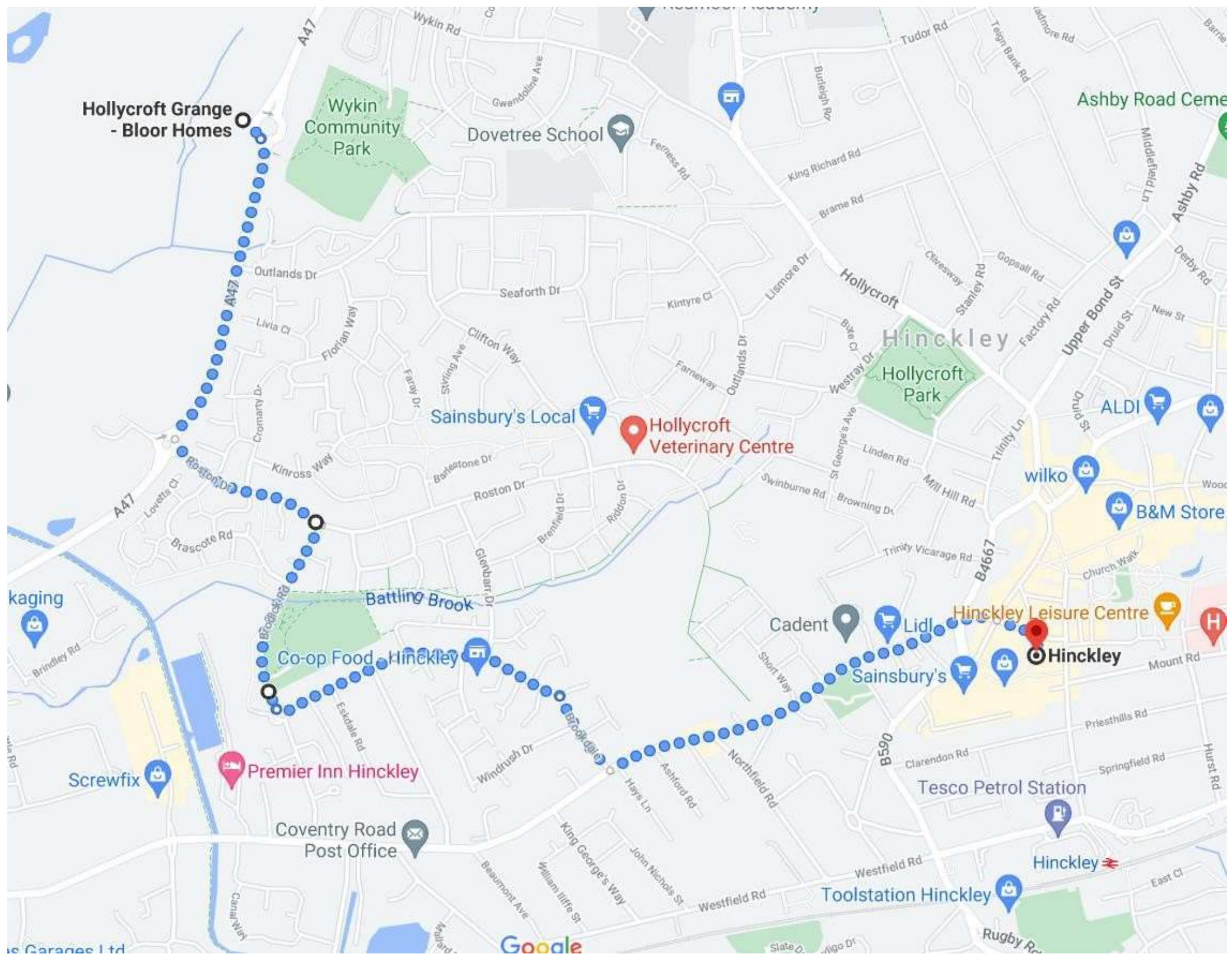
Duration of provision

2.5 The service will operate for a period of five years from the date of commencement of the service, or until the service becomes self-financing or the County confirms that the service is no longer required. The trigger for the commencement of the service is prior to the first occupation of the 50th site wide dwelling as defined within clause 3.2 of Schedule 7 of the Section 106 Agreement dated 26 April 2018.

Arrangements for periodic review

2.6 A six month review of the service including the route which was proposed by the County Council will be provided by the service provider starting six months from commencement of the service for a 5 year period.

Appendix A – Bus Route



Appendix B – Timetable

Projected timetable:

Hinckley West	645	715	745	815	845	915	945	1015	1045	1115	1145	1215	1245	1315	1345	1415	1445	1515	1545	1615	1645	1715	1745	1815	1845
Trent Road, opposite Co-op	651	721	751	821	851	921	951	1021	1051	1121	1151	1221	1251	1321	1351	1421	1451	1521	1551	1621	1651	1721	1751	1821	1851
Coventry Rd, opp Granville Rd Park	654	724	754	824	854	924	954	1024	1054	1124	1154	1224	1254	1324	1354	1424	1454	1524	1554	1624	1654	1724	1754	1824	1854
The Crescent	657	727	757	827	857	927	957	1027	1057	1127	1157	1227	1257	1327	1357	1427	1457	1527	1557	1627	1657	1727	1757	1827	1857
The Crescent	700	730	800	830	900	930	1000	1030	1100	1130	1200	1230	1300	1330	1400	1430	1500	1530	1600	1630	1700	1730	1800	1830	1900
Coventry Rd, Granville Rd Park	703	733	803	833	903	933	1003	1033	1103	1133	1203	1233	1303	1333	1403	1433	1503	1533	1603	1633	1703	1733	1803	1833	1903
Trent Road, Co-op	706	736	806	836	906	936	1006	1036	1106	1136	1206	1236	1306	1336	1406	1436	1506	1536	1606	1636	1706	1736	1806	1836	1906
Hinckley West	712	742	812	842	912	942	1012	1042	1112	1142	1212	1242	1312	1342	1412	1442	1512	1542	1612	1642	1712	1742	1812	1842	1912

Appendix F

Public Transport Strategy Phase 8



Public Transport Strategy

Hinckley West - Phase 8

Land North East of Triumph Motorcycles Limited, Dodwells
Road, Hinckley, Leicestershire

Planning Application No: 15/00188/OUT

Planning Condition 10

March 2024

JELSON LTD
370 LOUGHBOROUGH ROAD
LEICESTER
LE4 5PR

Hinckley West

Public Transport Strategy

Introduction

This Public Transport Strategy has been prepared to discharge planning condition 10 of the outline planning permission reference 15/00188/OUT dated 3 May 2018 for phase 3 of the land at Dodwells Road, Hinckley. The development to be carried out on the site pursuant to the outline planning permission comprising up to 850 dwellings, 500m² of retail units, a primary school, community facilities including sport pitches, parkland, children's play areas, allotments, sustainable urban drainage systems, a new access and associated infrastructure.

The planning condition to be discharged reads;

Notwithstanding the details in the submitted Framework Travel Plan and Transport Assessment, and in accordance with an agreed Phasing Programme, a Public Transport Strategy shall be submitted to and approved in writing by the Local Planning Authority to include full details of the proposed destinations, routes, days and hours of operation, frequency and duration of provision of daily bus service(s) to serve the development and arrangements for the periodic review of the above, prior to occupation of the first dwelling. The bus service(s) shall be provided thereafter in accordance with the approved strategy.

The strategy will cover the following topics;

- Proposed destinations;
- Routes;
- days and hours of operation;
- frequency;
- duration of provision of daily bus service(s) to serve the development; and
- arrangements for the periodic review

Public Transport Strategy

Proposed Destinations

The bus route will commence at the bus stop on the east bound leg of the development spine road and then enter the new roundabout on the A47 and travel south bound. The key proposed destinations along the route are the Co-operative Foodstore on Trent Road, Lidl on Coventry Road and the Crescent and town centre routes.

The bus route proposed by the County Council is shown on the plan at Appendix A.

Days and Hours of Operation

The bus service will be operational from Monday through to Saturday inclusive. The hours of operation are shown on the timetable within Appendix B.

Frequency

The service runs every 30 minutes as can be seen from the timetable within Appendix B.

Duration of provision

The service will operate for a period of five years from the date of commencement of the service, or until the service becomes self-financing or the County confirms that the service is no longer required. The trigger for the commencement of the service is prior to the first occupation of the 50th site wide dwelling as defined within clause 3.2 of Schedule 7 of the Section 106 Agreement dated 26 April 2018.

Arrangements for periodic review

A six month review of the service including the route which was proposed by the County Council will be provided by the service provider starting six months from commencement of the service for a 5 year period.