

FIFTH SCHEDULE

Travel Plan

The Owners covenant with the County Council on behalf of themselves and their successors in title to the Site with the intention of binding the Site and each and every part of it as follows:

1 Implementation of the Travel Plan

1.1 Not to Commence the Development until:

- 1.1.1** the Site Travel Plan Co-ordinator has been appointed and the County Council has been notified in writing of the appointment and contact details of the person appointed;
- 1.1.2** the Site Travel Plan Co-ordinator has, or has caused, the Approved Travel Plan to be entered onto iOnTRAVEL; and
- 1.1.3** the first year's annual Management Budget has been made available to the Site Travel Plan Co-ordinator.

1.2 To implement observe, perform and comply in full with all the measures in the Approved Travel Plan for the Duration of the Travel Plan.

1.3 For the Duration of the Travel Plan to keep iOnTRAVEL fully up-to-date with all action plans, targets, outcomes and statements as may be set out in the Travel Plan and this Schedule.

1.4 Not to allow, cause or permit First Occupation unless and until all requirements, including measures and timings, of the Travel Plan which are timed for implementation and completion prior to First Occupation have been so implemented and completed.

2 Automatic Traffic Counter

2.1 Not to allow, cause or permit First Occupation until the Automatic Traffic Counter has been installed at the location shown on Plan 1.

3 Travel Vouchers

3.1 To make the Travel Voucher Scheme available to Occupiers upon First Occupation and offer the Travel Vouchers to each Dwelling on First Occupation of each Dwelling and upon 2 (two) further changes of Occupation (3 (three) in total) within the Duration of the Travel Plan.

3.2 To include details of the Travel Voucher Scheme in the Smarter Travel Information Pack.

3.3 To reimburse claimants for any valid claims made under the Travel Voucher Scheme within 20 (twenty) Working Days of receipt PROVIDED THAT the Owners' maximum contribution in respect of the Travel Voucher Scheme shall not exceed the relevant Travel Voucher figure applicable to the relevant Dwelling.

4 Travel Plan Notice

4.1 The Owners covenant with the County Council that following receipt of a Travel Plan Notice the Owners shall use reasonable endeavours to remedy failures in respect of the implementation and operation of the Approved Travel Plan.

4.2 In the event the Owners fail to remedy the breach in accordance with paragraph 4.1:

4.2.1 to reimburse the County Council its reasonable and proper costs incurred in remedying the said breach within 28 days of the County Council's written demand for payment;

4.2.2 to extend the Duration of the Travel Plan by such period as the County Council may notify to the Owners in writing, being a period the County Council considers:

4.2.2.1 necessary to complete the satisfactory Implementation of the Travel Plan, and

4.2.2.2 reasonable and proportionate having regard to the nature and duration of the breach and all other relevant considerations.

5 Fees and Contributions

5.1 To pay to the County Council the Travel Plan Fee prior to or on Commencement of Development

5.2 Not to Commence Development or cause or permit Commencement of Development prior to paying the Travel Plan Fee to the County Council

6 Travel Plan Safeguard Sum

6.1 Either:

6.1.1 to pay 50% (fifty per cent) of the Travel Plan Safeguard Sum to the County Council on or prior to Commencement of Development and to pay the remaining 50% (fifty per cent) of the Travel Plan Safeguard Sum to the County Council on or prior to First Occupation; or

6.1.2 to deliver a Bond from the Surety securing the Travel Plan Safeguard Sum with the County Council prior to or on Commencement of Development.

6.2 In the event that the Modal Share Target is not achieved to submit and agree in writing with the County Council the Safeguard Measures to be implemented and the timetable for their implementation and implement in full the agreed Safeguard Measures

6.3 In the event that the Safeguard Measures are not carried out pursuant to this paragraph to allow the County Council to enter the Site (as reasonably necessary) in order to implement the Safeguard Measures using the Travel Plan Safeguard Sum.

7 Data supply and verification

7.1 To supply to the County Council all such data as it may reasonable require in order to assess the performance of the Approved Travel Plan and to co-operate with the County Council in the verification of such data.