

ARLINGTON BUSINESS PARKS GP LIMITED

and

HATFIELD 6939 LIMITED

to

HERTFORDSHIRE COUNTY COUNCIL

Planning Obligation by Unilateral Undertaking

under Section 106 of the Town and Country Planning Act 1990
and other powers in relation to land at

Plot 5100, Mosquito Way, Hatfield Business Park, Hatfield, AL10 9WN

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PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

DATED: 11 August 2020

GIVEN BY:

- (1) **ARLINGTON BUSINESS PARKS GP LIMITED** (company registration number 4233559) of Ground Floor, 1230 Parkview, Arlington Business Park, Theale, Reading, Berkshire RG7 4SA acting as general partner of the limited partnership carrying on business under the name Arlington Business Parks Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 with number LP8624); and
 - (2) **HATFIELD 6939 LIMITED** (company registration number 11864960) whose registered office is situated at Melton Court, Old Brompton Road, London, SW7 3TD
- each a 'Party'.

TO:

- (3) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Hertford Hertfordshire SG13 8DE.

Recitals

- (A) The County Council is a local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the Highways Act 1980, for the area in which the Site is situate.
- (B) The Owner is the freehold owner of the Site which is registered at HM Land Registry with title absolute under title number HD535957.
- (C) By a contract dated 6 June 2019, the Developer has contracted to acquire the Site from the Owner subject to the Planning Permission having been granted by the Council.
- (D) On 12 June 2019, the Planning Application was submitted to the Council.
- (E) The Council is minded to grant the Planning Permission subject to conditions and the prior completion of a planning obligation to secure the Travel Plan and payment of the Travel Plan Monitoring Contribution in the form of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Definitions and Interpretation

- 1.1 The following words and phrases shall unless the context otherwise requires bear the following meanings:

1990 Act means the Town and Country Planning Act 1990;

CIL Regulations means the Community Infrastructure Levy Regulations 2010;

Commencement Date means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, archaeological

investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the expressions **Commence**, **Commences**, **Commencement** and **Commenced** shall be construed accordingly;

Council means Welwyn Hatfield Borough Council of The Campus, Welwyn Garden City AL8 6AE being the local planning authority with jurisdiction to determine the Planning Application;

County Council means Hertfordshire County Council as above;

Developer means Hatfield 6939 Limited as above;

Development means the development of the Site for the purposes set out in the Planning Application;

End Date means the date which is five (5) years after the Occupation Date or any longer period agreed by the Parties and the County Council as part of a review;

Occupy means occupy for the purposes permitted by the Planning Permission but excluding occupation by personnel engaged in construction, fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** shall be construed accordingly;

Occupation Date means the date when the Development is first Occupied;

Owner means Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership as above (including its successors and assigns those deriving title under it) as above;

Plan means the plan annexed to this Deed at Appendix 1 and entitled "Location and Block Plan";

Planning Application means the planning application for the erection of a multi-franchise car dealership (sui generis use) with offices (B1 use class), workshops (B2 use class) and car storage (B8 use class), together with car parking, cycle parking, boundary treatment, landscaping, lighting and access dated 12 June 2019 bearing the Council's reference number 6/2019/1411/MAJ;

Planning Permission means the planning permission to be granted pursuant to the Planning Application;

Site means the land at Plot 5100, Mosquito Way, Hatfield Business Park, Hatfield, AL10 9WN as is shown edged in red on the Plan;

Travel Plan means the travel plan dated December 2019, as prepared by Vectos, which has been approved by the County Council in relation to the Development, a copy of which can be found at Appendix 2;

Travel Plan Co-ordinator means a person or organization appointed to monitor delivery of the measures set out in the Travel Plan; and

Travel Plan Monitoring Contribution means the sum of £6,000 (six thousand pounds) to be applied by the County Council towards monitoring implementation of the Travel Plan.

- 1.2 Covenants by the Owner not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 1.3 References in this Deed to any Recital Clause Schedule or Paragraph (or any part of them) shall unless the context otherwise requires be references to a recital clause schedule or paragraph (or any part of them) of this Deed.
- 1.4 References in this Deed to any enactment, regulation or order includes any statutory modification or re-enactment of such statute and also includes any subordinate instruments, regulations or other orders made in pursuance of it and for the time being in force.
- 1.5 Headings in this Deed are for ease of reference only and are not intended to be construed as part of this Deed.
- 1.6 References in this Deed to the Owner shall include any successor to its respective interests in the Site and those deriving title from it.
- 1.7 References in this Deed to the County Council shall include any successor to its functions as a local planning authority and the local highway authority in relation to the Site and any body to which all or part of its functions may lawfully have been transferred.

2 Statutory Provisions

- 2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act (and is a planning obligation for the purposes of that Section), Section 111 of the Local Government Act and Section 1 of the Localism Act 2000 with an intent to bind the Site (and each and every part of it) and the Owner and its successors in title subject to the provisions of Clauses 3 (conditionality), 5.2 (release) and 5.3 (lapse).
- 2.2 The Deed is enforceable by the County Council in accordance with Section 106 of the 1990 Act.

3 Conditionality

- 3.1 Subject to Clause 3.2, this Deed shall come into effect upon the Commencement Date.
- 3.2 Clauses 1, 2, 3, and 5 shall come into effect upon the date of this Deed.

4 Owner's Obligations

The Owner covenants with the County Council to observe and perform the obligations as set out in Schedule 1 to this Deed.

5 Agreements and Declarations

5.1 Local Land Charge

This Deed is a local land charge for the purposes of the Local Land Charges Act 1975.

5.2 **Release**

5.2.1 The Owner and the Developer shall upon parting:

- (a) with their interest in any part of the Site be released from all obligations and duties under the terms of this Deed insofar as they relate to or are binding on that part of the Site; and
- (b) with the entirety of their interest in the Site be released from all liabilities whatsoever under the terms of this Deed.

5.2.2 The releases provided for in Clause 5.2.1 shall not apply to any prior or existing breach of this Deed as at the date of disposal.

5.3 **Lapse**

This Deed shall cease to have effect if the Planning Permission is quashed, revoked, modified or expires (without the consent of the Owner).

5.4 **Future Development**

Nothing in this Deed shall prohibit or limit the right to develop the Site (or any part of it) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

5.5 **Discharge by Performance**

Upon the performance, discharge or other fulfilment of the obligations (or any of them) of the Owner under this Deed, such obligation shall absolutely cease and determine save in respect of any antecedent breach.

5.6 **Contracts (Rights of Third Parties) Act 1999**

5.6.1 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

5.6.2 This Deed may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.

5.7 **Individual Occupiers**

Paragraph 1.1 of Schedule 1 to this Deed shall not be enforceable against individual owners, occupiers or tenants of the Development (including their respective successors in title).

5.8 **Statutory Undertakers**

This Deed shall not be enforceable against any statutory undertakers (including their respective successors in title).

5.9 **Legal Fees**

Upon completion of this Deed, the Owner shall pay the County Council's reasonable legal fees properly incurred in the negotiation and completion of this Deed.

5.10 **Land Outside Control**

Nothing in this Deed shall require the performance of any obligation whatsoever in, over or under land outside the ownership or control of the Party required to perform the obligation unless such land shall be within the public highway

5.11 CIL Regulations

5.11.1 If a Court or the Secretary of State determines that any obligation contained within this Deed is not:

- (a) necessary to make the Development acceptable in planning terms;
- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development

then such obligation shall immediately cease and determine (without any further act by the Parties).

5.11.2 The release set out in Clause 5.11.1 shall not affect the remaining obligations within this Deed which shall continue to have full force and effect.

5.12 Future Mortgagees

The obligations in this Deed shall not be enforceable against any mortgagee or chargee of the whole or any part of the Site from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the Site (or any part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the Owner in relation to the Site PROVIDED THAT no future mortgagee or chargee, or person deriving title from a mortgagee or chargee, will be liable for any breach of the obligations in this Deed unless committed at a time when that person is in possession of the Site (or any part of the Site to which such obligation relates).

5.13 Developer's Interest

The Developer acknowledges and declares that this Deed has been entered into with its consent and that the Site shall be bound by the obligations contained in this Deed and covenants with the County Council to perform the obligations on the part of the Owner contained within this Deed PROVIDED THAT the Developer has no liability under this Deed unless and until it has acquired the Site whether pursuant to the contract referred to at Recital (C) above or otherwise following which it shall be bound by the obligations as a successor in title to the Owner's freehold interest in the Site.

5.14 Indexation

The Travel Plan Monitoring Contribution shall be index linked (upwards only) from the date of this Deed to the date on which the Travel Plan Monitoring Contribution is paid by application of the following formula:

$A = B \times (C/D)$ where:

A is the total amount to be paid

B is the principal sum stated in this Deed

C is the Office of National Statistics Index of Monthly Retail Prices Information figure for the date upon which the sum is actually paid

D is the Office of National Statistics Index of Monthly Retail Prices Information figure from May 2014.

5.15 Severance

If any clause(s) of this Deed is found (for whatever reason) to be invalid, unlawful and/or unenforceable then such invalidity, unlawfulness and/or unenforceability shall not affect the validity, lawfulness or enforceability of any of the remaining provisions of this Deed.

5.16 Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and in the case of a dispute not capable of being resolved by the Parties the construction of this Deed will be the sole jurisdiction of the English Courts.

5.17 Delivery

This Deed is delivered on the date written at the start of this Deed and the provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the Owner and the Developer have executed this Deed as a deed on the day and year first before written.

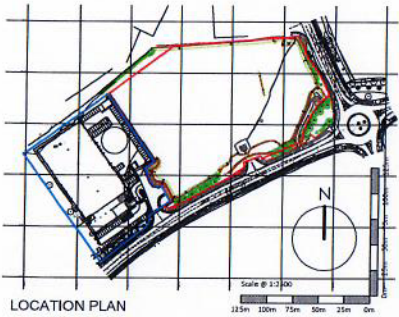
Schedule 1 – Travel Plan

- 1 **Travel Plan**
- 1.1 The Owner covenants to pay the Travel Plan Monitoring Contribution to the County Council prior to Occupation of the Development.
- 1.2 The Owner covenants not to Occupy or permit Occupation of the Development unless and until the Travel Plan Monitoring Contribution has been paid to the County Council.
- 1.3 The Owner covenants not to amend the Travel Plan at any time without the written consent of the County Council.
- 1.4 The Owner covenants:
 - (a) to appoint a Travel Plan Co-Ordinator at its own expense; and
 - (b) to provide the details of the Travel Plan Co-Ordinator to the County Councilprior to Occupation of the Development.
- 1.5 The Owner covenants not to Occupy the Development unless and until:
 - (a) a Travel Plan Co-ordinator has been appointed at the Owner's expense; and
 - (b) the contact details of the Travel Plan Co-ordinator have been provided to the County Council.
- 1.6 Subject to Paragraph 1.9 below, at all times from the Occupation Date, the Owner covenants:
 - (a) to procure that the Travel Plan Co-ordinator does not carry out his or her responsibilities otherwise than in accordance with the approved Travel Plan; and
 - (b) not to Occupy the Development otherwise than in accordance with the Travel Plan (including any amendments to it that are approved by the County Council from time to time in accordance with the terms of this Deed).
- 1.7 The Owner covenants that it will, in relation to the Site, include in any tenant's lease or occupier's licence of any part of the Site a covenant that the tenant or occupier will implement the Travel Plan (including any amendments to it that are approved by the County Council from time to time in accordance with the terms of this Deed) for such part or parts of the Site and further that it will use all reasonable endeavours to enforce such obligation against any such tenant or occupier.
- 1.8 The Owner covenants that within twenty (20) working days of the letting of the Site or any part thereof it will procure the delivery to the County Council of a notice giving details of:
 - (a) the name and address of the tenant;
 - (b) a description of the premises demised;
 - (c) the length of the term; and

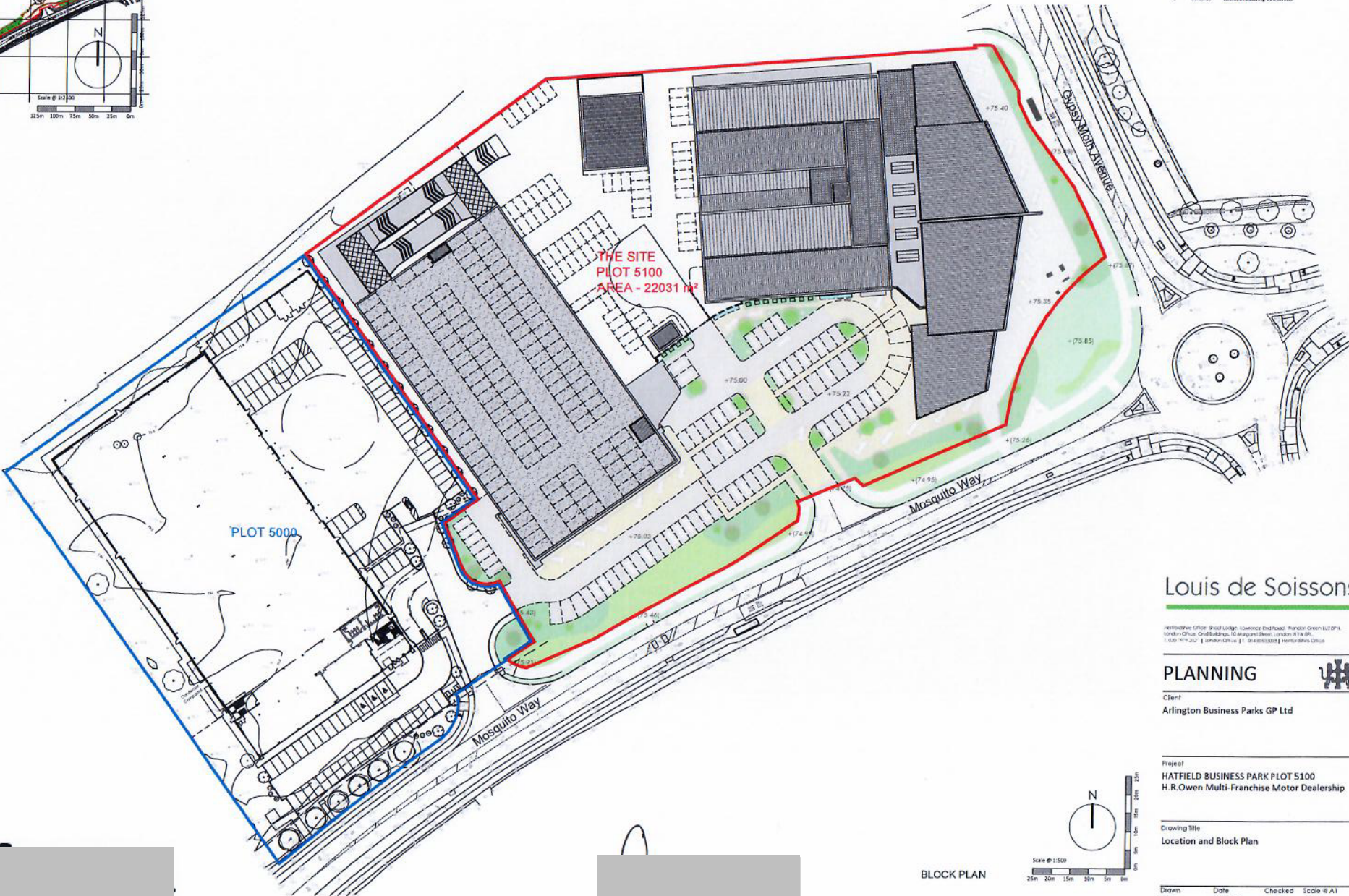
(d) a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan.

1.9 The obligations in this Schedule shall absolutely determine and cease to be of any further legal effect upon the End Date.

Appendix 1 – Site Plan



LOCATION PLAN
 PostCode: AL10 9AX
 Grid: E-521343
 N-209150



GENERAL NOTES © Louis de Soissons Ltd
 The information contained in this drawing is for the use of the client only. It is not to be used for any other purpose without the written consent of Louis de Soissons Ltd. The client is responsible for ensuring that the information contained in this drawing is accurate and up-to-date. The client is also responsible for ensuring that the information contained in this drawing is used in accordance with the relevant legislation and standards. The client is also responsible for ensuring that the information contained in this drawing is used in accordance with the relevant legislation and standards. The client is also responsible for ensuring that the information contained in this drawing is used in accordance with the relevant legislation and standards.

Rev	Date	Description	By
A	18.03.19	Floor Plan Revised	RGH
B	27.06.19	Boundary Lines Clarified	RGH
C	06.09.19	Revised following VE Exercise	RGH

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PLANNING

Client
 Arlington Business Parks GP Ltd

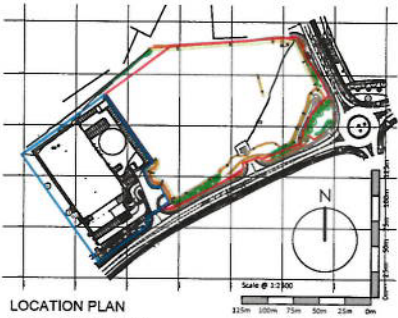
Project
 HATFIELD BUSINESS PARK PLOT 5100
 H.R.Owen Multi-Franchise Motor Dealership

Drawing Title
 Location and Block Plan

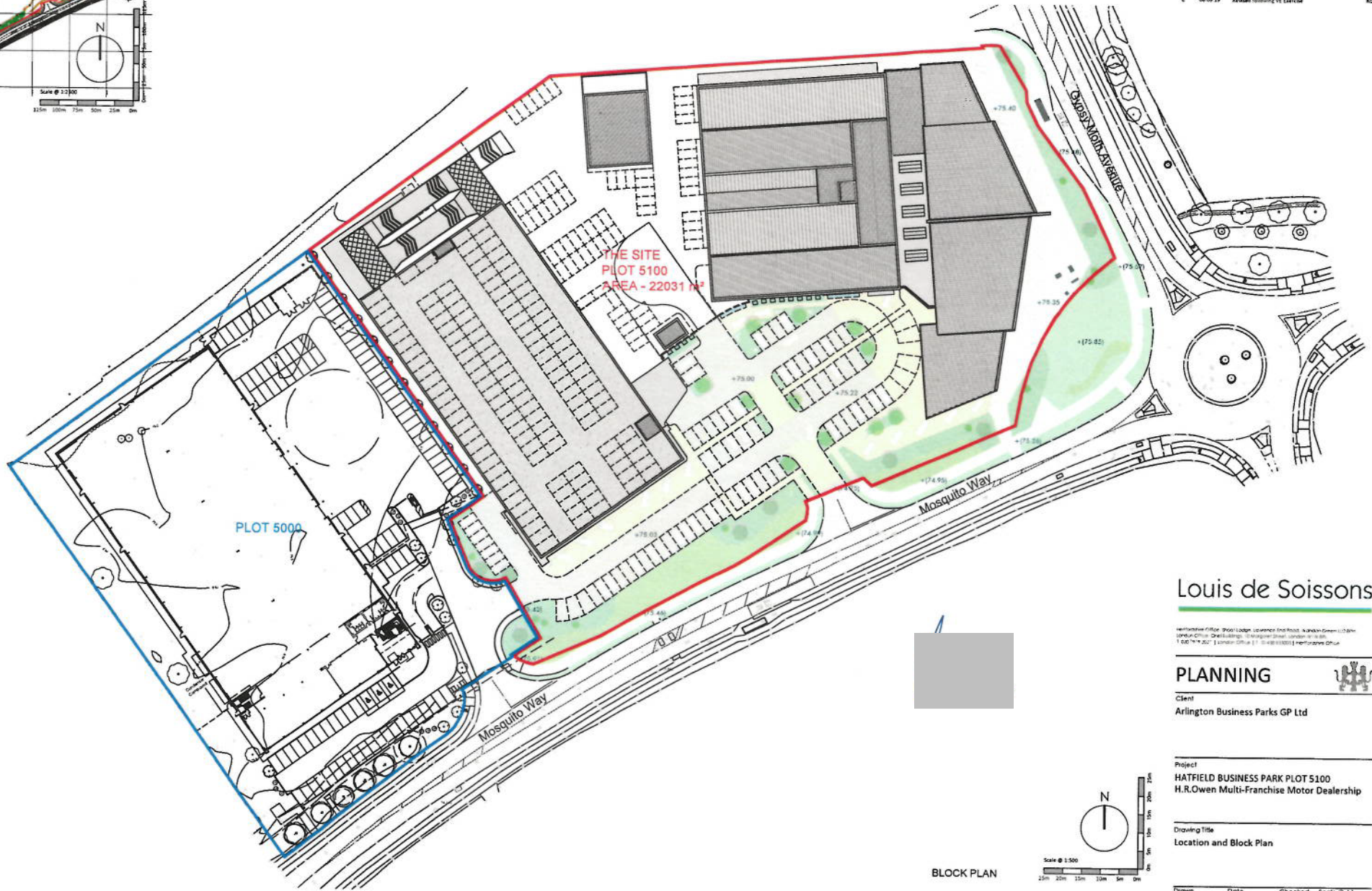
Drawn	Date	Checked	Scale
RGH	FEB 2019	MIW	1:500
Job No	Drawing No	Revision	Note
2018-22	S-001	C	



BLOCK PLAN



LOCATION PLAN
 PostCode: AL10 9AX
 Grid: E-521343
 N-209150



GENERAL NOTES

The proposed layout is to be approved by the Local Planning Authority. All dimensions are to be taken from the centre of the road unless otherwise stated. All dimensions are to be taken from the centre of the road unless otherwise stated. All dimensions are to be taken from the centre of the road unless otherwise stated.

Rev	Date	Description	By
A	18.03.19	Roof Plan Revised	RGH
B	27.06.19	Boundary Lines Clarified	RGH
C	06.09.19	Revised Following VE Exercise	RGH

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PLANNING

Client
 Arlington Business Parks GP Ltd

Project
 HATFIELD BUSINESS PARK PLOT 5100
 H.R.Owen Multi-Franchise Motor Dealership

Drawing Title
 Location and Block Plan

Drawn	Date	Checked	Scale
RGH	FEB 2019	MRW	1:500
JOB No	Drawing No	Revision	Note
2018-22	S-001	C	

Appendix 2 –Travel Plan



Arlington

Plot 5100 Hatfield Business Park, Hatfield

Workplace Travel Plan

December 2019

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1 INTRODUCTION

- 1.1 Vectos has been appointed by Arlington to provide traffic and transport advice in relation to a proposed development on a parcel of land on Plot 5100, which forms part of Hatfield Business Park (HBP), Hatfield, Hertfordshire.
- 1.2 The site currently comprises undeveloped land and benefits from an existing vehicular access point from Mosquito Way to the south. The site is located within HBP and is adjoined to the east by Gypsy Moth Avenue, to the south by Mosquito Way and to the north and west by industrial units, which are occupied. HBP is located to the west of the A1(M) and circa 1.2km to the north-west of Hatfield town centre. The strategic location of the site is shown in **Figure 1**, whilst the site's location in respect to the local area is shown in **Figure 2**.
- 1.3 The proposals comprise the construction of a 20,551 sqm (GEA) multi-franchise car dealership, together with associated offices, workshops and car storage areas (Use Class B1, B2 and Sui Generis).
- 1.4 As part of the proposals, the existing vehicular access point from Mosquito Way will be utilised. This access was constructed as part of the original outline planning permission for the redevelopment of Hatfield Aerodrome, which was granted in 2000 (Ref: S6/1999/1064/OP).
- 1.5 A car park with 271 parking spaces will be provided as well as 34 secure cycle parking spaces.

Background

- 1.6 It is necessary for occupiers of the proposed development as well as the existing wider community to be assured that a strategy is in place to support sustainable travel behaviour between the proposed development at the site and other destinations.
- 1.7 This Workplace Travel Plan (WTP) has been prepared to minimise the impact of traffic generated by the staff of the proposed development.
- 1.8 A Workplace Travel Plan is a general term for a package of measures aimed at promoting greener, cleaner travel choices and reducing reliance on car use, particularly when single occupancy. It involves the development of a set of initiatives and targets that seek to reduce the impact of travel and transport on the environment, whilst also bringing a number of

benefits to different stakeholders. A Travel Plan aims to encourage people to reach the site on foot, by bicycle, on public transport or by car sharing and offer wide travel choices for staff and visitors.

- 1.9 The thrust of this Travel Plan should not be considered as anti-car but to be aimed at promoting more sustainable ways of transport which are safe, reliable and environmentally-friendly.
- 1.10 The Travel Plan encompasses all future travellers to the site. This will include encouragement for modal shift, reducing the reliance on the private motor car, resulting in an overall reduction in traffic generated by this development.
- 1.11 The Travel Plan will embrace national and local transport policy in promoting sustainable modes of transport such as cycling, walking and public transport, which have less environmental impact than the car. For a Travel Plan to be meaningful it must be addressed to the particular needs of the site for which it has been prepared.
- 1.12 This Workplace Travel Plan should be read in conjunction with the Transport Statement also prepared by Vectos.

Aim of Travel Plan

- 1.13 The main aim of this Travel Plan is to put in place the management tools deemed necessary to enable future staff and visitors to make more informed decisions about their travel, which at the same time minimises the adverse impacts of their travel on the environment. This is achieved by setting out a strategy for eliminating the barriers keeping employees from using sustainable modes which in effect can self-manage single-occupancy vehicle use.

Scope of Travel Plan

- 1.14 The WTP has been prepared in accordance with current central and local government policy guidance and also adheres to relevant national policy related to land use development and travel planning. These include:
 - Communities & Local Government (2018). *National Planning Policy Framework*;
 - Department for Communities & Local Government (2014). *National Planning Practice Guidance*; and,
 - Hertfordshire's Travel Plan Guidance for Business and Residential Development.

1.15 The Government states that a '*key tool*' to facilitate sustainable travel for the movement of goods and people is a travel plan (CLG, 2012, para. 36). '*All developments which generate significant amounts of movement should be required to provide a Travel Plan*' (CLG, 2012, para. 36).

1.16 The remainder of this document is structured as follows:

- Section 2 – outlines the options for accessing the site by sustainable modes;
- Section 3 – sets out the objectives and targets of the Workplace Travel Plan;
- Section 4 – details the measures and initiatives;
- Section 5 – outlines the WTP strategy including how it will be managed;
- Section 6 – sets out the monitoring and review programme; and
- Section 7 – includes the Action Plan.

2 ACCESSIBILITY BY NON-CAR MODES OF TRANSPORT

2.1 The key to achieving the objectives of this Framework Travel Plan will be the accessibility of the site by non-car modes of transport. This section of the document assesses the situation of the site in terms of the local facilities, and its accessibility via sustainable, non-car modes of transport.

Walking and Cycling

- 2.2 Government guidance refers to a distance of 2km as the maximum distance over which walking might replace car trips. Similarly, The Institution of Highways and Transportation (IHT) guidelines suggest a maximum 'acceptable' walking distance for pedestrians without a mobility impairment of 2km.
- 2.3 Within a 2km distance, the majority of Hatfield to the southeast, its town centre and Hatfield Railway Station can be accessed from the site. Within a 5km distance, the site can be accessed from Welwyn Garden City to the north, the east of St. Albans to the southwest and Welham Green to the southeast. The majority of Hatfield and Welwyn Garden City can therefore be considered accessible by bicycle within a reasonable cycling distance.
- 2.4 Mosquito Way is provided with a segregated footway/cycle ways on both sides of the carriageway along its length, providing connections to the wider area. The existing cycle network within the HBP facilitates access by cyclists between the HBP and surrounding areas to cross the A1(M) and travel to and from Hatfield town centre.
- 2.5 National Cycle Route (NCR) 61 runs through the north of Hatfield providing access to St Albans to the Southwest via a traffic free route and Welwyn Garden City to the north. NCR 61 is accessible from the proposal HBP via a circa 800 metre ride along Wellfield Road to the east of the HBP, accessed from the underpass passing below the Green Lanes Roundabout. NCR 12 which lies slightly further east also passes through Hatfield and provides access to Welwyn Garden City.

Bus Services

- 2.6 Two bus stops are located within close proximity of Plot 5100; these bus stops are located either side of Mosquito Way directly to the south and south-west of the site.

2.7 The eastbound bus stop located along the northern side of Mosquito Way is marked by a flag style sign along with timetabling information. The westbound bus stop located along the southern side of Mosquito Way benefits from sheltered seating as well as timetabling information.

2.8 A summary of the bus services and their typical frequencies are shown in **Table 2.1** below.

Table 2.1: Summary of Bus Services

Service	Route	Approximate Frequency (minutes)	
		Weekday	Saturday
331	Welwyn Garden City – Nicholas Breakspear School	08:00 and 14:34	-
341	Hatfield – Ware/Broxbourne	07:17 (School Days only) 07:27 (Non-School Days) 60 Minutes afterwards	120 Minutes
601	Welwyn Garden City – St Albans/Borehamwood	30 Minutes	6 services between 07:17 and 16:06
610 Dragonfly	Enfield – Hatfield - Luton	60 Minutes	60 Minutes
611	Hatfield - Enfield	Service at 08:19, 08:27 & 10:02 & 17:10	-
614 Comet	Hatfield – High Barnet/Queensbury	30 Minutes	60 Minutes
635	Hitchin/Hatfield – Hatfield/Watford	60 Minutes	-
641	Broxbourne – Hatfield, Business Park	120 Minutes	120 Minutes
644 Comet	Hatfield - Queensbury	06:47 & 08:53 and 16:36 & 18:37	-

Rail Services

2.9 Hatfield Rail Station is located approximately 2.5km walking distance to the east of the site and is managed by Great Northern. Services are provided from the station towards Welwyn Garden City, Peterborough, Stevenage and Cambridge to the north as well as Finsbury Park, London Kings Cross and Moorgate to the south. Hatfield Rail Station is accessible from the site via the No. 600 bus service from stops on Hatfield Avenue. A summary of the rail services to the key destinations is provided in **Table 2.2** below.

Table 2.2: Summary of Rail Services

Destination	Journey Time	Approx. Frequency (minutes)
London Kings Cross	24	12
Welwyn Garden City	4	15
Peterborough	60	30
Stevenage	15	30
Cambridge	63	30
Finsbury Park	18	10
Moorgate	40	10

Summary

- 2.10 A review of the existing characteristics for the site indicates that it is situated within an accessible location. Frequent bus connections can be made from the bus stops located to the south of the site within HBP to a number of key destinations including Hatfield, Hatfield Railway Station and Welwyn Garden City.
- 2.11 Pedestrian and cyclist provision surrounding the site is sufficient, providing accessibility to the surrounding public transport interchanges, local facilities and neighbouring residential areas.

3 OBJECTIVES AND TARGETS

3.1 This section sets out the overarching objectives for the WTP, as well as targets for the short and medium term. It includes indicators through which progress towards meeting the targets will be measured. Further information on monitoring and review of the WTP can be found in **Section 6**.

- **Objectives** are the high-level aims of the Travel Plan. They help to give the Travel Plan direction and provide a clear focus.
- **Targets** are the measurable goals by which progress will be assessed. The Travel Plan sets out targets which should be reached within the period covered by this WTP. In addition, interim targets have been set.

Objectives

3.2 The objectives of this WTP are two-fold. Firstly, to increase awareness of sustainable travel modes available to staff and secondly to reduce the dependence of staff on travelling by car to and from the development. Therefore, more specifically, the objectives of this WTP are to:

- Increase staff awareness of the advantages and availability of sustainable modes of transport over the car;
- Introduce a package of physical and management measures that will facilitate staff travel; and therefore,
- Limit unnecessary or unsustainable use of the car for journeys to and from the site by staff.

3.3 The objectives will assist in reducing carbon dioxide emissions produced by staff and visitors of the site and therefore mitigate against the impact of the proposed development. In addition, should staff and visitors be encouraged to travel by active modes, such as walking and cycling, this will contribute to a healthier population.

Targets

3.4 Travel Plan targets are measurable goals by which progress can be assessed. These targets should be reviewed through a programme of monitoring (outlined in **Section 6**) to ensure they remain SMART (Specific, Measurable, Achievable Realistic and Timed).

3.5 Targets come in two forms – Action Targets and Aim Targets:

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

Action Targets

3.6 The Action Targets for this WTP are:

- To appoint a Travel Plan Coordinator (*see Travel Plan Strategy, Section 4*)
- To coordinate baseline travel surveys (*see Monitoring and Review, Section 6*)

Aim Targets

3.7 **Table 3.1** outlines the Aim targets set out for the development. These are set to measure progress towards the main objectives over five years.

3.8 A baseline staff travel survey will subsequently be undertaken upon reaching 75% occupancy. This will form the results of the Year 0 survey, representing all types of journeys to/from the site.

3.9 This WTP recognises that it is not possible to set out accurate targets for the future, even when based on actual mode share data (i.e. once the baseline survey has been undertaken). Given this, it should be acknowledged that the targets will change over time as results from on-going monitoring become available. Targets will be finalised and written into the Travel Plan once the travel surveys have been completed and the results have been analysed.

3.10 Before a baseline travel survey is undertaken, it is possible to observe 2011 census data to derive modal shift targets of the proposed development. Whilst this WTP acknowledges that the staff travel survey will provide more accurate data, census data will provide a preliminary indicative overview of the mode share at the site.

3.11 The 2011 Census data has been interrogated in order to determine the method of travel to work for those travelling to super output area E02004989, which includes the site as well as the employment area surrounding the site. The results are presented in **Table 3.1**.

Table 3.1: Existing Journey to Work Mode Share

Mode	Mode Split (%)			
	Baseline	Year 1 Target	Year 3 Target	Year 5 Target
Underground, metro, light rail or tram	1%	1%	1%	1%
Train	4%	4%	5%	6%
Bus, minibus or coach	4%	5%	6%	6%
Taxi	0%	0%	0%	0%
Motorcycle, scooter or moped	1%	1%	1%	1%
Driving a car or van	73%	71%	69%	68%
Passenger in a car or van	5%	5%	5%	5%
Bicycle	3%	4%	4%	4%
On foot	8%	9%	9%	9%
Other method of travel to work	0%	0%	0%	0%
TOTAL	100%	100%	100%	100%

- 3.12 The information above demonstrates that approximately 20% of existing residents travelling to/from work within super output area E02004989 travel via sustainable modes of transport, including walking, cycling and by public transport.
- 3.13 Following the first travel survey the targets set out in this table will be revised to reflect the actual traffic patterns to the site. This will change the baseline position, but not the intention to increase the use of non-car modes of transport.

4 MEASURES AND INITIATIVES

Introduction

- 4.1 This section of the WTP outlines the specific physical and management measures to be implemented as part of the Travel Plan. The implementation of these measures, including both 'hard' and 'soft' measures, is considered to be the core of the Plan.

Measures

Travel Plan Management and Promotion

- 4.2 A Travel Plan Coordinator (TPC) will be appointed at the site prior to occupation. The developer will assist the TPC where possible and provide guidance where necessary.
- 4.3 The TPC will be responsible for overseeing the implementation of the Travel Plan. The TPC will provide personalised travel planning advice to staff should they require this service.
- 4.4 Information including walking and cycling routes, journey planner tools, car sharing opportunities and contact details for the TPC will be made available and will be provided on noticeboards located in prominent locations at the site. The TPC will be responsible for ensuring these noticeboards remain up-to-date and will replace information which is no longer accurate.
- 4.5 The TPC will continuously promote the Travel Plan and its initiatives and will be responsible for investigating new ways for staff to become involved. An example could be holding a promotional event where staff can sign up for bicycle training and social bike rides/ walks etc. The TPC will also publicise the on-going progress and successes of the Travel Plan, in order to encourage staff to start to travel or continue to travel sustainably.
- 4.6 HR Owen will be the occupier of the proposed development. HR Owen are fully committed to delivering the measures set out within the Travel Plan in order to achieve the target shift in mode share, reduce single occupancy vehicular trips to / from the development and to promote and encourage the use of sustainable transport.

Walking and Cycling

- 4.7 The TPC will be responsible for promoting the benefits of walking and cycling to staff of the Site. As well as providing information regarding local walking and cycling routes on the notice

boards, the TPC will promote public health campaigns such as Change for Life, which highlight the health benefits associated with active travel. Walking and cycling events such as National Bike Week will also be promoted.

- 4.8 The TPC will regularly check local walking routes to ensure they are properly maintained, and will liaise with Hertfordshire County Council (HCC) should the need for maintenance be required. They will also assess the provision of way-finding to ensure this is appropriate.
- 4.9 The TPC will investigate cycle training for staff, including local training schemes through the Bikeability initiative. The aim is to make cyclists more confident and comfortable cycling on the road, therefore encouraging them to cycle to/ from the Site on a regular basis. The training sessions will either be organised on an individual or group basis, depending on the number and ability of participants and the availability of trainers.
- 4.10 The provision of bicycle maintenance and repair events onsite will also be investigated. These could be provided on a quarterly basis to ensure that staff are consistently able to access these services, therefore encouraging them to cycle on a regular basis.
- 4.11 A total of 34 secure cycle parking spaces will be initially provided at the development within the basement to encourage staff members to cycle to work.
- 4.12 The use of these parking spaces will be monitored by the TPC and further spaces will be added if there is demand. These spaces will provide weather protection and the ability for cycles to be locked to the stands.

Car Sharing

- 4.13 Once the development has been occupied, the TPC will engage with all employees and investigate potential car sharing opportunities.
- 4.14 The TPC will promote the benefits of car sharing and will encourage employees to travel in this way and will inform employees of existing schemes such as liftshare.com.

5 TRAVEL PLAN STRATEGY

Management

- 5.1 As set out in the previous section, a TPC will be appointed ahead of occupation and will manage the day to day running of the Travel Plan for its duration. The contact details for the TPC will be provided to HCC upon their appointment and prior to the occupation of the Site.
- 5.2 The role of the TPC will be part time and will vary throughout the year in response to campaigns/ sustainable transport events/ monitoring surveys etc. taking place. The TPC will be allocated enough time to effectively manage and implement the Travel Plan as agreed.

Funding

- 5.3 The Travel Plan, its accompanying measures and initiatives and the TPC role will be funded by the occupier throughout the monitoring period. The occupier will ensure that the TPC has sufficient funding to effectively implement the Plan.

TPC Responsibilities

- 5.4 The TPC will be responsible for the administration of the Travel Plan, the implementation of measures, and for the on-going monitoring and review of the Travel Plan. They will have overall responsibility for ensuring that said measures are successfully delivered on time and to budget.
- 5.5 The TPC will report to the management company and other involved stakeholders such as staff associations (if applicable) and HCC regarding the implementation and progression of the Travel Plan.
- 5.6 The duties of the Travel Plan Co-ordinator will therefore include:
- To provide guidance to, and be the main point of contact for staff within the development site requiring travel information;
 - To communicate information to staff regarding relevant national and local initiatives related to the promotion of sustainable travel;
 - Undertake the Travel Surveys over the five-year period and supply evidence of this to HCC;
 - Monitor the demand for cycle parking;

- Take responsibility for data collection and review of the Travel Plan;
- Design and implement effective marketing and awareness-raising campaigns to promote the Travel Plan;
- Liaise with external organisations, e.g. local authorities;
- Co-ordinate the monitoring programme for the Travel Plan, including target setting (in agreement with HCC) and make necessary changes if the targets are not being met;
- Establish and maintain a filing system for recording all correspondence relating to the Travel Plan; and,
- Attend the Hatfield Business Park site wide Travel Plan group meetings in order to benefit from joint initiatives and discussions.

Reporting

5.7 The TPC will prepare a monitoring report on an annual basis on the progress of the Travel Plan. The reports will include the following:

- Progress on the implementation of measures and initiatives to promote sustainable transport use;
- Latest survey results (if a survey year); and
- Any revisions to targets and measures.

5.8 The report will be provided to HCC Travel Plan Officers.

Marketing Strategy

5.9 An essential element of the strategy identified in this WTP, and one which largely determines its success, is the promotion of the Travel Plan. In order to promote and increase awareness of the Travel Plan, the following measures will be adopted:

- Display of key Travel Plan information on public notice boards, including posters and/ or leaflets;
- Promote national travel initiatives and organise Site-wide events such as organised cycle rides; and
- The TPCs will arrange for the display and distribution of sustainable travel information.

5.10 The types of information to be provided include:

- Local taxi numbers;
- Walking and cycling routes; and
- Community guides about facilities and services near to the development.

6 MONITORING AND REVIEW

Monitoring

- 6.1 The Travel Plan will be monitored for a period of five years. Questionnaire monitoring surveys will be undertaken at Years 1, 3 and 5, on the first, third and fifth anniversary of the initial baseline questionnaire travel survey.
- 6.2 The monitoring will take place throughout the first 5 years of occupation. As noted in Section 3, the baseline travel survey will be undertaken when 75% of the employment floorspace is occupied or within six months of the first occupation (whichever is soonest).
- 6.3 The TPC is responsible for ensuring a suitable response rate, which will be agreed with HCC upon the finalisation of the Travel Plan from this WTP.
- 6.4 This baseline survey represents the start of the Travel Plan for monitoring purposes and is known as Year 0. Following this, the Year 1 travel survey will be taken on the one year anniversary of the baseline survey.
- 6.5 Information gathered through the monitoring process will be recorded for input to the annual review (outlined below). The information will be made available to HCC.

Reporting

- 6.6 The TPC will compile an annual Review Report outlining the progress of the Travel Plan and its initiatives, as well as an assessment of the survey results (if a survey year) and any updates to the targets and initiatives that may subsequently be required. If targets are not being delivered, then the Travel Plan measures will be adjusted or added to, instead of simply revising down the target.
- 6.7 It should be noted that any proposed changes to the Travel Plan, including targets and action plans will be discussed and agreed with the HCC Travel Plan officers.
- 6.8 The report will also incorporate the results of on-going monitoring by the TPC such as cycle parking observations, the uptake of TPC travel planning sessions and any comments received from staff, throughout the preceding period. The report will be issued to HCC.

7 ACTION PLAN

7.1 The Action Plan outlined below in **Table 6.1** sets out the measures included within the Travel Plan that are directed at influencing staff travel.

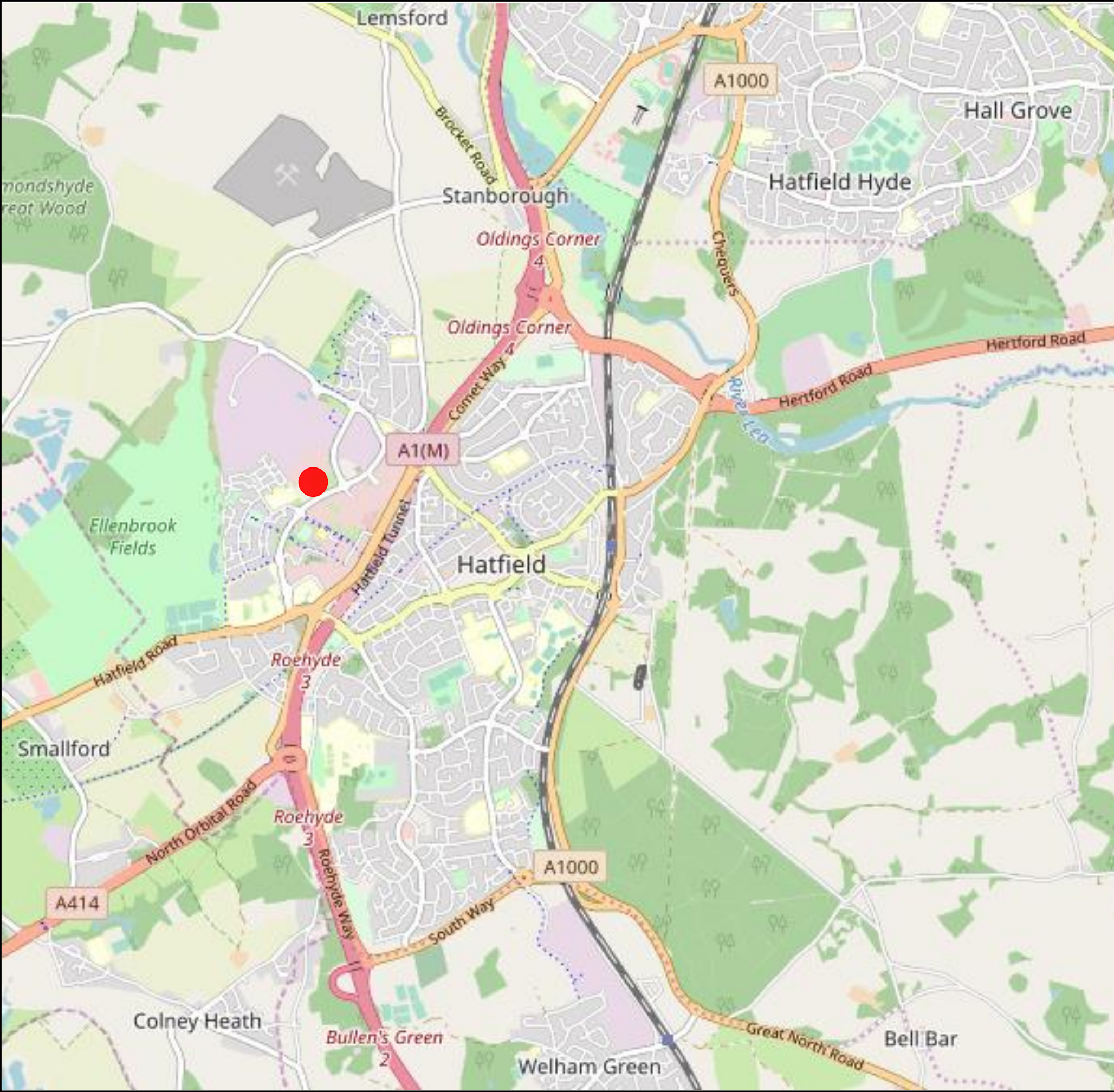
7.2 The Action Plan contains all of the measures that will be implemented as part of the Travel Plans for each unit which will run from the occupation of the unit for 5 years.

Table 6.1 – Action Plan

Action Type	Action	Responsibility	Timeframe
Management	Appointment of a Travel Plan Coordinator (TPC)	Site Management Company	Three months prior to occupation
Travel Plan Document Progression	Baseline questionnaire travel survey	TPC	Undertaken upon 75% occupation or within six months of the first occupation (whichever is soonest).
	Target setting	TPC and HCC Travel Plan Officers	Within 3 months of the completion the baseline survey
	Finalisation of measures to be implemented	TPC and Planning Authority officers	Within 3 months of the baseline survey.
	Travel Plan document completion	TPC	Within 3 months of the completion of the baseline survey Revised at Year 3 after full review
Monitoring, Review and Reporting	Monitoring of measures and initiative take-up	TPC	On-going
	Monitoring cycle parking demand	TPC	On-going
	First questionnaire monitoring survey	TPC	At Year 1
	Review and reporting	TPC and HCC Travel Plan Officers	Following Year 1 snapshot survey result analysis
	Second questionnaire monitoring survey	TPC	At Year 3
	Review and reporting	TPC and HCC Travel Plan Officers	Following Year 3 monitoring survey results analysis
	Third questionnaire monitoring survey	TPC	At Year 5

	Full review and reporting	TPC and HCC Travel Plan Officers	Following Year 5 monitoring survey results analysis
	Implementation of measures	TPC with liaison with Management Company	From the start of construction and on-going
Implementation	Communal Notice Boards within site	As part of development and TPC	Within construction period and information to be reviewed by TPC at least every 6 months
	Cycle Parking located on-site	As part of development and TPC to monitor maintenance/ uptake	Within construction period and TPC to monitor uptake to ensure provision is sufficient
	Promote cycling through awareness campaigns	TPC	On-going
	Promote walking through awareness campaigns	TPC	On-going
	Car share investigation	TPC	On-going

FIGURES



Key

● Site Location

Arlington

Plot 5100 Hatfield Business Park

Strategic Site Location

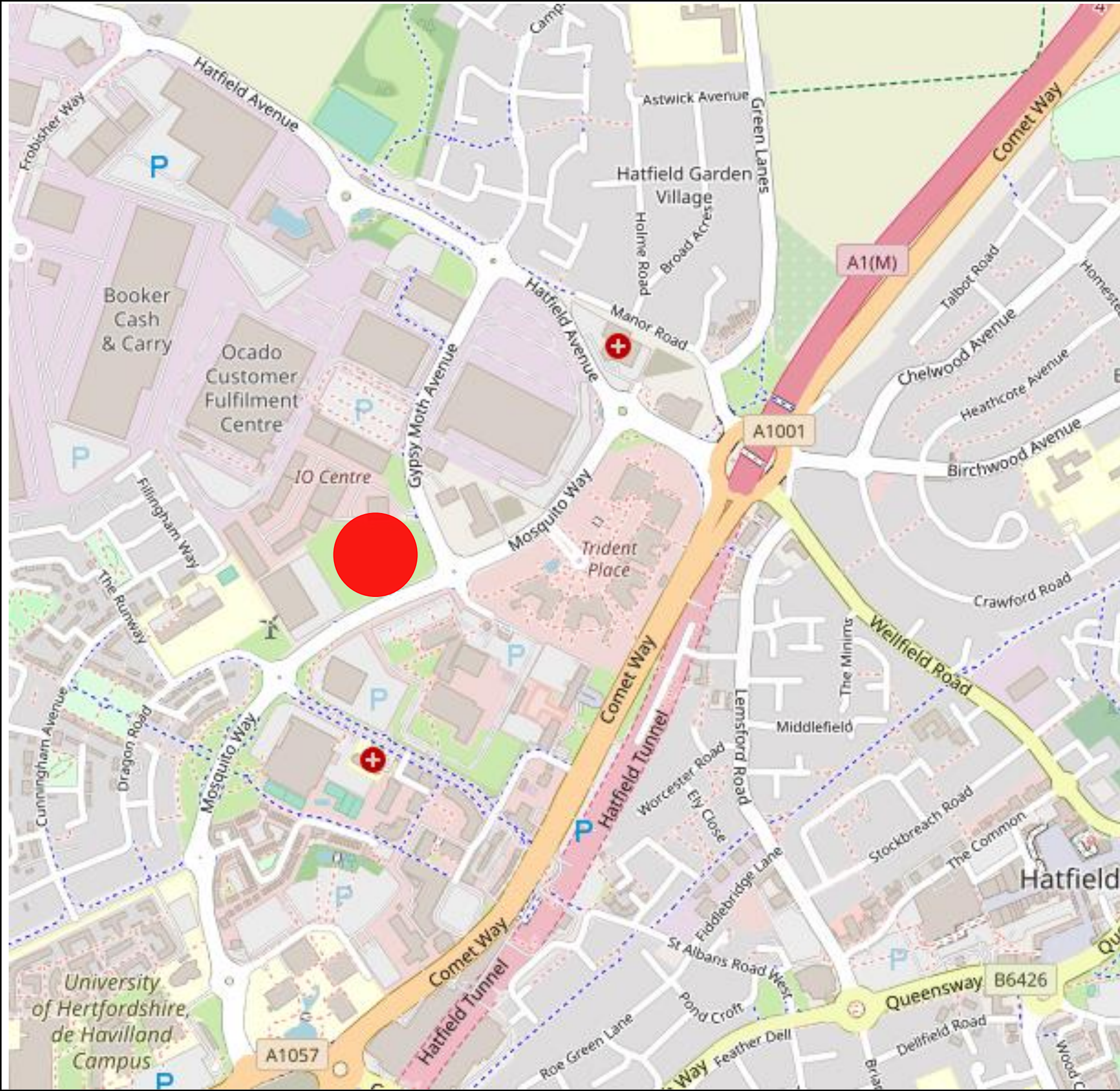
SCALES: NTS

DRAWN: ES	CHECKED: ID	DATE: 05/04/19	REVISION:
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Network Building, 97 Tottenham Court Road, London W1T 4TP
Tel: 020 7580 7373 Email: london@vectors.co.uk www.vectors.co.uk

DRAWING REFERENCE: Figure 1



Key



Site Location

Arlington
Plot 5100 Hatfield Business Park
Local Site Location

SCALES:	NTS		
DRAWN:	CHECKED:	DATE:	REVISION:
ES	ID	05/04/19	



 transport planning specialists

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DRAWING REFERENCE: **Figure 2**

Executed as a Deed by)
ARLINGTON BUSINESS PARKS)
GP LIMITED as general partner of)
ARLINGTON BUSINESS PARKS)
PARTNERSHIP)
acting by a director in the presence)
of:)

sign here:



Director

print name:

JAMES GATFWD

In the presence of:

Witness signature:

Witness sign here:



Witness name:

print name:

JULIE ADDAWAY

Witness address:



Witness occupation:

P.A./OFFICE MGR.

Executed as a Deed by
HATFIELD 6939 LIMITED
acting by two directors or a director
and the company secretary:

)
)
)
)
)
)

sign here:



Director

print name: Ken Choo

Director/Secretary:

print name: Manish Patel

