

DATED 12th March 2021

TUNBRIDGE WELLS BOROUGH COUNCIL

-and-

THE KENT COUNTY COUNCIL

-and-

ROBERT SHERIDAN BOWIE

-and-

U AND I (DEVELOPMENT AND TRADING) LIMITED

DEED OF AGREEMENT PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO THE DEVELOPMENT OF
LAND EAST OF KINGSTANDING WAY ROYAL TUNBRIDGE WELLS KENT
Planning Application Ref No 19/02267/OUT

Mid Kent Legal Services
Tunbridge Wells Borough Council
Town Hall
Civic Way
Tunbridge Wells
Kent TN1 1RS
Ref.: T013664



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THIS DEED OF AGREEMENT is dated the 12th day of March 2021

BETWEEN

- 1) **TUNBRIDGE WELLS BOROUGH COUNCIL** of Town Hall Civic Way Tunbridge Wells Kent TN1 1RS (the "**Borough Council**") and
- 2) **THE KENT COUNTY COUNCIL** of Sessions House County Hall Maidstone Kent ME14 1XQ (the "**County Council**")
- 3) **ROBERT SHERIDAN BOWIE** of Honnington Farm Vauxhall Lane Southborough Tunbridge Wells Kent TN4 0XD (the "**Owner**") and
- 4) **U AND I (DEVELOPMENT AND TRADING) LIMITED** (Company Registration No 02850465) whose registered office is at 7a Howick Place London United Kingdom SW1P 1DZ (the "**Developer**")

RECITALS

- A. The Borough Council is the local planning authority and local housing authority for the area within which the Land is situated
- B. The County Council is the statutory authority responsible for highways and transport for the area within which the Land is situated
- C. Highways England are the Strategic Highway Authority for the area and will be consulted on all relevant applications for reserved matters or discharge of conditions or applications for works to the Strategic Road Network
- D. The Application was made to the Borough Council
- E. The Developer intends to carry out the Development
- F. The Borough Council by its Planning Committee at its meeting held on 23 September 2020 resolved that planning permission be granted for the Development subject to conditions and the prior completion of this Deed (without which planning permission would have been refused) making provision for *inter alia* planning obligations
- G. The Owner is a person interested in the Land by virtue of being the registered proprietor with freehold title of the Land as set out in Schedule 1

- H. The Developer is the beneficiary of a registered restriction on the title comprising the Land as set out in Schedule 1 relating to an option to purchase the Land and will (with the exception of the obligation in clause 5.3 which the Developer will discharge prior to completion of this Deed) observe the restrictions and perform the obligations contained in this Deed once it shall have acquired a legal interest in the Land being not merely a registered option except those obligations which have been discharged before it acquires such interest
- I. The Parties agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms directly relate to the development and fairly and reasonably relate in scale and kind to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010
- J. The Owner has agreed to enter into this Deed to regulate the Development and to give effect to the terms of the resolution of the Borough Council's Planning Committee hereinbefore recited which Deed may also secure other planning benefits
- K. It is specifically recorded that the highways works that are required as part of the mitigation for the Development (as set out in Schedule 6 in particular) are pivotal to the decision making process without which the Planning Permission would not have been granted
- L. The Borough Council is a Local Authority for the purposes of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive to and be incidental to the Borough Council's functions
- M. This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the Borough Council and the County Council pursuant to the powers contained in section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers so enabling

OPERATIVE PROVISIONS

IT IS AGREED as follows

1. DEFINITIONS

1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by the interpretation provisions contained in Paragraphs 1.1 to the relevant Schedules

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Application"	means the application for outline planning permission submitted by U+I (Projects) Ltd (now the Developer) and the Owner to the Borough Council to carry out the Development at the Land and given the registered reference number 19/02267/OUT
"Borough Council Contributions"	means the financial contributions payable to the Borough Council pursuant to Schedule 3 comprising the Access Ramp Contribution
"Certificate of Practical Completion"	means a certificate issued on Practical Completion by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) confirming that works carried out pursuant to the Planning Permission or as the context may allow any part section or phase thereof are Practically Complete
"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words " Commence " and " Commence Development " shall be construed accordingly
"County Council Contributions"	means the financial contributions payable to the County Council pursuant to Schedule 4 comprising the Travel Plan Monitoring Contribution

“Deed”	means this deed of agreement together with all Schedules and Appendices
“Development”	means the development of up to 74,000sqm GEA of floorspace within Use Classes B1 (Business) and B8 (Storage and Distribution) including creation of a new vehicular and pedestrian site access cycle way landscaping ancillary café (A3) and associated works on the Land as set out in the Application pursuant to the Planning Permission
“General Building Cost Index”	means the General Building Cost Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors
“Index Linked”	means adjusted by reference to the relevant index pursuant to the provisions of Clause 21
“Interest Rate”	means 4% per annum above the base lending rate of Lloyds Bank PLC from time to time applicable at the actual date of payment
“Implementation of the Planning Permission”	does not mean Commencement of Development but rather means the carrying out of any material operation as defined in section 56(4) of the 1990 Act and “Implement the Planning Permission” shall be construed accordingly
“Land”	means the land against which this Deed may be enforced as detailed in Schedule 1 and shown edged red on the Plan
“Occupy”	means taking occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that building nor occupation in relation to site and building security operations and “Occupation”

	<p>“Occupier” or “Occupied” shall be construed accordingly</p>
“Parties”	<p>means the Borough Council the County Council the Owner and the Developer and as the context so requires and “Party” means any one of them</p>
“Plan”	<p>means the plan entitled “Parameter Plans Site Location Plan” (Drawing No 17378 PP(00)001 A Rev 3) prepared by Scott Brownrigg Ltd annexed as Appendix 1</p>
“Planning Permission”	<p>means planning permission for the Development to be granted pursuant to the Application</p>
“Practical Completion”	<p>means the practical completion of any works carried out pursuant to the Planning Permission or as the context may allow any part section or phase thereof and confirmed by the issue of the Certificate of Practical Completion confirming such practical completion and the term “Practically Complete” shall be construed accordingly</p>
“Preparatory Operation”	<p>means an operation or item of work of or connected with or ancillary to</p> <ul style="list-style-type: none"> a) site inspection b) site surveys c) archaeological investigation d) exploratory boreholes and trial pits e) site clearance (but excluding demolition of a building or structure) f) diversion decommissioning and/or laying of services for the supply or carriage of water sewerage gas electricity telecommunications or other media or

	utilities
	g) the erection of fences and hoardings around the Land
	h) site security and
	i) construction of temporary access and service roads
“Retail Prices Index”	means the Retail Prices Index as published by the Office for National Statistics
“Statutory Undertakers”	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator
“VAT”	means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)
“Working Day”	means a day which is not a Saturday, Sunday or bank holiday in England (as defined in paragraph 1 of Schedule 1 to the Banking and Financial Dealings Act 1971) or other public holiday

2. INTERPRETATION

- 2.1 A reference to any Clause Plan Paragraph Schedule Appendix or Recital such reference is a reference to a Clause Plan Paragraph Schedule Appendix or Recital in (or in the case of plans attached to) this Deed
- 2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed
- 2.3 Words importing the singular include the plural and vice versa
- 2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa
- 2.5 Words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner

- 2.6 Reference to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Borough Council the County Council (as the case may be) shall include any successor to its statutory functions
- 2.7 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individual severally
- 2.8 Reference to any officer of the Borough Council or the County Council (as the case may be) means such officer or such other officer as may be lawfully designated by the Borough Council or the County Council (as the case may be) for the purposes of discharging such duties and functions
- 2.9 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- 2.10 References in this Deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order delegated legislation plans regulations permissions and directions amending re-enacting consolidating replacing or made pursuant to the same as current and in force from time to time
- 2.11 In the event of any conflict between the terms conditions and provisions of this Deed and any document attached hereto or referred to in this Deed the terms conditions and provisions of this Deed shall prevail
- 2.12 Any words following the terms including include in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and any other enabling powers
- 3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed

- 3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act
- 3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act
- 3.2.3 relate to the Land
- 3.2.4 subject to Clause 8 (Release and Exclusions) are entered into with intent to bind the Owner's interest in the Land as set out in Schedule 1 and each and every part thereof into whosoever hands the same may come
- 3.2.5 are enforceable by the Borough Council as local planning authority and where applicable by the County Council
- 3.2.6 are executed by the respective Parties as a deed
- 3.3 To the extent that any obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into by the Borough Council and County Council (as the case may be) pursuant to the powers contained in section 111 of Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 Section 1 of the Localism Act 2011 and all other powers so enabling

4 CONDITIONALITY

- 4.1 With the exception of this Clause 4 and Clauses 1 2 3 5.2 5.3 and 7 to 26 inclusive (which take effect immediately on the date of this Deed) this Deed is conditional and shall only become binding on the grant and issue of the Planning Permission

5 COVENANTS AND OBLIGATIONS OF THE OWNER

- 5.1 The Owner covenants with the Borough Council and the County Council to perform and observe the covenants obligations restrictions and requirements contained in this Deed with the exception of those contained in Clause 5.3
- 5.2 The Owner shall permit the Borough Council and the County Council and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed **SUBJECT TO** compliance by the Borough Council and the County Council and their authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice

5.3 The Developer covenants to pay before completion of this Deed

5.3.1 the Borough Council's reasonable legal and administrative costs and disbursements in connection with the negotiation preparation and execution of this Deed

5.3.2 the County Council's reasonable legal and administrative costs and disbursements in connection with the negotiation preparation and execution of this Deed

5.3.3 the sum of £3,000 to the Borough Council in connection with the monitoring and administration of this Deed

whether or not this Deed is delivered in accordance with Clause 26

6 COVENANTS AND OBLIGATIONS OF THE BOROUGH COUNCIL AND THE COUNTY COUNCIL

6.1 The Borough Council covenants with the Owner that subject to the Owner carrying out and observing the Owner's covenants obligations restrictions and requirements in this Deed it will perform the Borough Council's covenants as set out in this Deed

6.2 The County Council covenants with the Owner that subject to the Owner carrying out and observing the Owner's covenants obligations restrictions and requirements in this Deed it will perform the County Council's covenants as set out in this Deed

6.3 Where under the terms of this Deed the Owner or the Developer is required to seek obtain or is dependent upon the Borough Council or the County Council's approval or agreement (written or otherwise) such approval or agreement shall not be unreasonably withheld or delayed

6.4 The Borough Council covenants to issue the Planning Permission for the Development as soon as is reasonably practicable on completion of this Deed

7 DEVELOPER'S CONSENT

7.1 The Developer acknowledges that this Deed has been entered into by the Owner and the Parties hereby confirm that the Developer (save for Clause 5.3) is not bound by the terms of this Deed unless and until it acquires a legal interest in the Land or any part of the Land

8 RELEASE AND EXCLUSIONS

- 8.1 Save for Clause 5.2 the obligations contained in this Deed shall not be binding upon nor enforceable against any Statutory Undertaker with any existing interest in any part of the Land or who acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services
- 8.2 No person shall be liable for breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to the rights of the Borough Council in relation to any breach subsisting at the time of parting with such interest or any antecedent breach non-performance or non-observance arising prior to parting with such interest

9 DETERMINATION OF THE PLANNING PERMISSION

- 9.1 Save for Clause 5.3 this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be revoked or modified pursuant to s.97 of the 1990 Act or quashed or otherwise withdrawn (without the consent of the Owner) or expires prior to Implementation of the Planning Permission

10 FUTURE PERMISSIONS

- 10.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or modification variation or amendment thereof) granted after the date of this Deed

11 VARIATIONS TO THE PLANNING PERMISSION

- 11.1 If the Borough Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and apply in equal terms to the new planning permission **UNLESS** the Borough Council in determining the application for the new planning permission (or the Secretary of State determining the section 78 appeal in relation to that application) indicates that consequential amendments are required to this Deed to reflect the impact of the section 73 application in which circumstances a separate deed under section 106 or

s.106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission **BUT** nothing in this deed shall in any way fetter the Borough Council's discretion in relation to the section 73 application or the determination thereof

12 DISPUTES AND EXPERT DETERMINATION

- 12.1 In the event of any dispute or difference between the Parties touching or concerning any matter arising out of this Deed (SAVE FOR the amount of any contribution payable pursuant to this Deed or the due date of payment) such dispute or difference shall be referred to an expert ("the Expert") to be appointed on the application of the Parties by the President (or equivalent person) for the time being of the professional body in England chiefly relevant to such dispute or difference
- 12.2 In the absence of agreement as to whom to appoint as the Expert or as to the appropriate professional body referred to in Clause 12.1 within ten (10) Working Days after a written request by one Party to the others to agree to the appointment of an Expert then the question of the appropriate Expert or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of a Party and such a solicitor shall act as an expert and his decision as to the Expert or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne in equal shares
- 12.3 The Expert shall act as an expert and save in case of manifest error his decision shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares
- 12.4 The Expert shall be required to give notice to each of the Parties to the dispute requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other Party will be entitled to make a counter written submission within a further ten (10) Working Days in respect of any such submission and supporting material
- 12.5 Any expert howsoever appointed shall be subject to the express requirement that a

decision shall be in writing (and give reasons for his decision) and shall be reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received the last submission or written representation

- 12.6 Nothing in this Clause 12 shall be taken to fetter or limit the ability of either the Borough Council or the County Council to carry out its functions and duties nor to limit the ability of any of the Parties to refer a dispute to the Courts of England

13 NOTICES

- 13.1 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication to be given under this Deed must be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service marked for the attention of the person and copied to the person(s) (as the case may be) identified below **SAVE THAT** any of the Parties may by written notice notify the other Parties of an alternative address (which address must be based in England and Wales) for the service of subsequent notices or other written communications in which case those details shall be substituted for the details provided below

The Borough Council Tunbridge Wells Borough Council

Address **The Head of Planning Services**
Tunbridge Wells Borough Council
Town Hall
Civic Way
Tunbridge Wells
Kent
TN1 1RS

Reference: 19/02267/OUT – Land East of Kingstanding Way,
Royal Tunbridge Wells, Kent

The Owner	Robert S Bowie
Address	Honnington Farm Vauxhall Lane Southborough Tunbridge Wells Kent TN4 0XD
The Developer	U + I (Development and Trading) Limited
Address	7a Howick Place London SW1P 1DZ
The County Council	The Kent County Council
Address	General Counsel Kent County Council Sessions House County Hall Maidstone Kent ME14 1XQ Reference KEN002:000800/SBO

13.2 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication given pursuant to this Deed shall conclusively be deemed to have been received

- 13.2.1 if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09h00 on a Working Day the notice will be deemed to have been received at 09h00 on that day and if delivery occurs after 17h00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09h00 on the next Working Day or
- 13.2.2 if sent by pre-paid first class post or other next Working Day delivery service within the United Kingdom at 09h00 on the day 2 Working Days after the date of posting

13.3 Any notice or request by the Owner for approval consent certificate direction authority agreement action expression of satisfaction or other communication required pursuant to this Deed shall cite the Clause or Paragraph of the relevant Schedule to this Deed to which such notice or request relates

13.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution

14 LOCAL LAND CHARGE

14.1 This Deed is a local land charge and shall be registered as such

14.2 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council for confirmation to that effect and (subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) upon the Borough Council being satisfied that the relevant obligation or covenant (as the case may be) has been satisfied the Borough Council shall as soon as is reasonably practicable issue a written confirmation to such effect to the Owner

14.3 The Borough Council shall upon the written request of the Owner (and subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged and the Borough Council being satisfied that this Deed no longer serves a useful purpose as soon as is reasonably practicable cancel all entries made in the local land charges register in respect of this Deed

15 SUCCESSORS IN TITLE

15.1 The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the Borough Council to the intent that the obligations in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof but always subject to the releases and exclusions in Clause 8

16 POWERS OF THE BOROUGH COUNCIL AND COUNTY COUNCIL

16.1 Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the Borough Council or the County Council under all and any legislative instrument including statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of its function as a local authority

17 SEVERABILITY

17.1 If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question

18 RIGHTS OF THIRD PARTIES

18.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed save for the successors in title to the Parties and in the case of the Borough Council and the County Council the successor to its statutory functions

19 CHANGE OF OWNERSHIP AND NEW INTEREST

19.1 The Owner warrants that

19.1.1 they have full authority to enter into this Deed

19.1.2 Save for the Developer no person other than the persons identified in Schedule 1 has any legal or equitable interest in the Land

19.1.3 they know of no impediment to the validity of this Deed

19.1.4 there is no subsisting breach of the terms of any mortgage or legal charges secured on the Land and that (if applicable) all payments due to any mortgagee or chargee are paid as at the date of this Deed

19.1.5 they shall make good any loss to the Borough Council and the County Council as a result of a breach of this warranty within ten (10) Working Days of a request to do so

19.2 The Owner shall give the Borough Council and the County Council as soon as practicable written notice of any conveyance transfer lease assignment mortgage or other disposition entered into in respect of all or any part of the Land or change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give

19.2.1 the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office address) and

19.2.2 the nature and extent of the interest disposed of by reference to a plan

19.3 The Parties agree that a mortgagee of the Land shall have no liability under this Deed **UNLESS** it takes possession of the Land or any part of the Land in which case the mortgagee shall be bound by the provisions of this Deed as a person deriving title from the Owner and the security of its charge over the Land shall take effect subject to this Deed

20 WAIVER

20.1 No waiver (whether expressed or implied) by the Borough Council or the County Council of any breach or default or delay in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or the County Council from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

21 INDEXATION

21.1 All the financial contributions payable pursuant to this Deed shall be Index Linked

21.2 The Borough Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the General Building Cost Index between the quarterly index figure immediately preceding the date of this Deed and the quarterly index figure for the quarter immediately preceding the date of actual payment

21.3 The County Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the Retail Prices Index between the

quarterly index figure immediately preceding the date of this Deed and the quarterly index figure for the quarter immediately preceding the date of actual payment

- 21.4 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the Borough Council or the County Council (as the case may be) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council or the County Council (as the case may be) shall approve

22 INTEREST

- 22.1 If any sum or amount due under this Deed has not been paid to the Borough Council or the County Council (as the case may be) by the date it is due the Owner shall pay the Borough Council or the County Council (as the case may be) interest on that amount at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment

23 VAT

- 23.1 Each amount stated to be payable by one Party to the other under or pursuant to this Deed is exclusive of VAT
- 23.2 If any VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed the Party making the payment shall pay the other an amount equal to that VAT as additional consideration subject to receipt of a valid VAT invoice

24 AGREEMENTS AND DECLARATIONS

- 24.1 The Parties agree that
- 24.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and
- 24.1.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory function

25 JURISDICTION

25.2 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

25.3 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the courts of England

26 DELIVERY

26.1 This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause and Clause 5.3 which shall be of immediate effect) shall be of no effect until this Deed has been dated

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

The COMMON SEAL of)
TUNBRIDGE WELLS BOROUGH)
COUNCIL was affixed to this Deed)
in the presence of



No. 8785



Authorised Signatory

Print Name: *CLAUDETTE VALMOND*

The COMMON SEAL of THE KENT)
COUNTY COUNCIL was hereunto)
affixed in the presence of)



221-2021



Print Name: TRISTAN GODFREY

Executed as a deed by ROBERT)
SHERIDAN BOWIE in the presence)
of)



ROBERT SHERIDAN BOWIE

Witness signature



Witness name (in BLOCK
CAPITALS)

EMILY RYE

Witness address

85 B LONDON ROAD
TONBRIDGE
KENT, TN10 3AT

Witness occupation

ACCOMMODATION
MANAGER

SIGNED as a DEED by *M. WEINER*
U AND I (DEVELOPMENT AND
TRADING) LIMITED
acting by a director
in the presence of



Authorised Signatory

Print Name:

Witness signature



Witness name (in BLOCK
CAPITALS)

LUCY WEINER

Witness address

24 SOUTHWAY

NN11 6RU

Witness occupation



SCHEDULE 1: THE LAND

The land against which this Deed is enforceable comprises all that land and premises shown edged red on the Plan comprising and of which

1. the Owner is the registered proprietor of the freehold with title absolute of the land known as Forest Farm and Castle Hill Farm Pembury Road Tonbridge and is registered at the Land Registry under title number K516026
2. the Owner is the registered proprietor of the freehold with title absolute of the land known as land at Forest Farm and Castle Hill Farm Pembury Road Tonbridge and is registered at the Land Registry under title number K861765
3. the Owner is the registered proprietor of the freehold with title absolute of the land known as land forming part of Colebrooke Park Pembury Road Pembury and is registered at the Land Registry under title number K466697
4. the Owner is the registered proprietor of the freehold with title absolute of the land known as land adjoining and lying to the west of Tonbridge Road Pembury and is registered at the Land Registry under title number K466696
5. pursuant to the Charges Registers the Developer has the benefit of an option to purchase the land comprised in title number K516026 K861765 K466697 and K966696 from the Owner pursuant to the terms of a promotion and option agreement dated 12 September 2016

SCHEDULE 2: NOTICES

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires the terms and expressions used in this Schedule shall have the meanings defined in Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

2. Notices

Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that

Notification of Implementation of Planning Permission

- 2.1. it shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of Implementation of the Planning Permission
- 2.2. it shall not Implement the Planning Permission unless and until this notice has been provided to the Borough Council and
- 2.3. it shall subsequently notify the Borough Council promptly and in any event within 5 Working Days of the actual date on which the Planning Permission is Implemented

Notification of Commencement of Development

- 2.4. it shall provide the Borough Council and the County Council with no less than 20 Working Days prior notice of the intended date of Commencement of Development
- 2.5. it shall not Commence Development unless and until this notice has been provided to the Borough Council and the County Council and
- 2.6. it shall notify the Borough Council and the County Council promptly and in any event within 5 Working Days of the actual date of Commencement of Development and

2.7. Notification of Occupation

- 2.8. it shall provide the Borough Council and County Council with no less than 20 Working Days prior notice of the intended date of Occupation of

2.8.1. the Development and it shall not Occupy the Development unless and until this

notice has been provided to the Borough Council and the County Council and

2.8.2. any phase of the Development for which Reserved Matters Approval is granted in Stage 2 it shall not Occupy that phase unless and until this notice has been provided to the Borough Council and the County Council

2.9. it shall notify the Borough Council and the County Council promptly and in any event within 5 Working Days of the actual date of Occupation of

2.9.1. the Development and

2.9.2. any phase of the Development for which Reserved Matters Approval is granted in Stage 2

Notification of Completion

2.10. it shall provide the Borough Council with the final Certificate of Practical Completion of each phase of the Development approved pursuant to the Planning Permission

SCHEDULE 3: BOROUGH COUNCIL FINANCIAL CONTRIBUTIONS

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

“Access Ramp Contribution” means a contribution in the sum of £40,000 Index Linked

“Access Ramp” means the delivery of a new access ramp at High Brooms train station to enhance accessibility to the station

2. Access Ramp Contribution

- 2.1. The Owner covenants that it shall pay to the Borough Council the Access Ramp Contribution before Commencement of Development
- 2.2. The Owner covenants that it shall not Commence Development unless and until the Access Ramp Contribution has been paid to the Borough Council
- 2.3. The Borough Council covenants with the Owner that it shall apply the Access Ramp Contribution towards the Access Ramp or for such other purposes for the benefit of the Development as achieve the same objectives and not to use the Access Ramp Contribution otherwise than for such purposes **PROVIDED THAT** for the avoidance of doubt the Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 22 as if it were part of the principal sum paid by the Owner
- 2.4. If the Borough Council are of the view that the Access Ramp Contribution will not be spent in accordance with Paragraph 2.3 of this Schedule the Borough Council shall repay such of the Access Ramp Contribution as the Borough Council is holding to the person who paid the Access Ramp Contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

SCHEDULE 4: COUNTY COUNCIL FINANCIAL CONTRIBUTIONS

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

“Travel Plan” means the Travel Plan submitted to and approved by the Borough Council in consultation with the County Council pursuant to the Planning Permission

“Travel Plan Monitoring Contribution” means the sum of £5,000 Index Linked

2. Travel Plan Monitoring Contribution

- 2.1. The Owner covenants that it shall pay to the County Council the Travel Plan Monitoring Contribution before Occupation of the Development
- 2.2. The Owner covenants that it shall not Occupy the Development unless and until the Travel Plan Monitoring Contribution has been paid to the County Council
- 2.3. The County Council covenants with the Owner that it shall apply the Travel Plan Monitoring Contribution towards the monitoring of the Travel Plan PROVIDED THAT for the avoidance of doubt the County Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 22 as if it were part of the principal sum paid by the Owner

SCHEDULE 5: PROVISION OF CYCLE ROUTE

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

“Dowding Way Plan” means the plan entitled “Dowding Way Shared Use Footway/Cycleway Outline Design Proposed Layout” (Drawing No 40722_5501_060) prepared by Stantec annexed as Appendix 2

“Dowding Way Works” means (unless provided otherwise on the Dowding Way Plan or as may be agreed otherwise between the Owner and the County Council) a 3.0 metre wide shared use pedestrian and cycle way (together with all appropriate markings and signage) to be provided within the existing verge on the northern side of Dowding Way between the point where the existing shared use route ends abruptly adjacent to the Audi dealership on the northern side of Dowding Way and (moving in an easterly direction) the junction of Longfield Road and Dowding Way as shown coloured blue on the Dowding Way Plan which works shall include but not be limited to

- 1) at the Dowding Way junction with the public waste disposal site and North Farm Lane where there is presently no provision for cycling to narrow the radius of this junction and to provide a priority and a level continuous surface for share use route users across the junction
- 2) at the Dowding Way junction with North Farm Lane to narrow the radius of this junction and to provide a priority and a level continuous surface for share use route users across the junction. The existing markings and signage are to be removed and replaced with new markings and

signage as a Shared Use Route

- 3) on Dowding Way opposite the access to The Fountains Retail Park where there is presently no provision for cycling to continue the shared use route towards the Dowding Way junction with Asda (exit only) junction. This may require the re-positioning of some street furniture to provide a clear and continuous desire line
- 4) at the Dowding Way junction with Asda (exit only) where there is presently no provision for cycling to provide a priority and a level continuous surface for route users across the vehicular car park exit onwards towards the Longfield Road junction with Dowding Way where the shared use route will connect with the exiting shared use route

2. Cycle Route

- 2.1. The Owner covenants that it shall submit to the County Council for approval a fully detailed scheme for the delivery of the Dowding Way Works before Commencement of Development and the Owner covenants further that it shall not Commence Development unless and until this approval has first been obtained
- 2.2. The Owner covenants that it shall deliver and complete the Dowding Way Works approved pursuant to Paragraph 2.1 of this Schedule to the County Council's satisfaction before Occupation of the Development and the Owner covenants further that it shall not Occupy the Development unless and until the approved Dowding Way Works have been completed to the County Council's Satisfaction

SCHEDULE 6: HIGHWAYS

1. Interpretation of this Schedule

- 1.1 Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

"A21/A264 Pembury Road Works"	means the two-to-one lane merge works on the A21/A264 Pembury Road as shown indicatively on Stantec drawing 40722_5501_033A attached at Appendix 2
"Certificate of Completion Standard"	means the completion of the works under a Highways Agreement as evidenced by a certificate issued by the County Council in accordance with a Highways Agreement confirming that the Highway Works carried out pursuant to that Agreement have been executed to its satisfaction and are open to use by the public
"DOS"	means degree of saturation
"DOS Exceedance"	means in respect of the location of an individual element of the Stage 2 Highway Works both: (a) a Flat DOS Figure in excess of 90% and (b) a predicted increase in the Flat DOS Figure of 2% or more in any Peak Hour for the proposed part of the Development to be undertaken pursuant to the relevant Reserved Matters Application taken cumulatively with previous Development
"Flat DOS Figure"	means DOS measured assuming a uniform arrival profile across the modelled peak period
"Flat RFC Figure"	means RFC measured assuming a uniform arrival profile across the modelled peak period
"Halls Hole Road Works"	means the upgrade of the signalized junction to a roundabout at the A264 Pembury Road / Halls Hole Road / Blackhurst Lane junction as shown indicatively on Stantec drawing

40722_5501_056C attached at Appendix 2

"Highways Agreement"	means an agreement entered into pursuant to Section 278 and/or Section 38 of the Highways Act 1980 or such other legislation as may be relevant with the County Council and/or Highways England (as the case may be)
"Lamberts Road / Dowding Way Traffic Signal Upgrade Works"	means the upgrade works to the traffic signals at the Lamberts Road / Dowding Way junction as show indicatively on Stantec drawing 40722_5501_062 attached at Appendix 2
"Longfield Road / Dowding Way / Lamberts Road / North Farm Road Works"	means the implementation of a SCOOT system at the Longfield Road / Dowding Way / Lamberts Road / North Farm Road junction as shown indicatively on Stantec drawing 40722_5501_061 attached at Appendix 2
"Longfield Road / A21 Dumbbell Signalisation Works"	means the signalisation works to the Longfield Road / A21 Dumbbell junction as shown indicatively on Stantec drawing 40722_5501_012H attached at Appendix 2
"Longfield Road / Lamberts Road Traffic Signal Upgrade Works"	means the upgrade works to the traffic signals at the Longfield Road / Lamberts Road Junction as shown indicatively on Stantec drawing: 40722_5501_051C attached at Appendix 2
"Longfield Road Westbound Pinch Point Removal Works"	means the pinch point removal works at Great Lodge Gyrotory on Longfield Road as shown indicatively on Stantec drawing 40722_5501_046 attached at Appendix 2
"Peak Hour"	means the hour between 07h30 and 08h30 on weekday mornings and the hour between 16h45 and 17h45 on weekday evenings
"Reserved Matters"	means an application for Reserved Matters Approval in respect of any part of the Development proposing an increase

Application”	in floorspace above that consented by previous Reserved Matters approvals save for the ancillary café (A3)
“Reserved Matters Approval”	means an approval of matters reserved in the Planning Permission given by the Borough Council pursuant to a Reserved Matters Application
“RFC”	means ratio of flow to capacity
“RFC Exceedance”	means in respect of the location of an individual element of the Stage 2 Highway Works both: (a) a Flat RFC Figure in excess of 85% and (b) a predicted increase in the Flat RFC Figure of 2% or more in any Peak Hour for the proposed part of the Development to be undertaken pursuant to the relevant Reserved Matters Application taken cumulatively with previous Development
“Shuttle Bus Service”	<p>means a shuttle bus service operating between the Development High Brooms railway station and Tonbridge railway station which service shall</p> <p>(a) following Occupation of any part of the Development within Stage 1 run from 07h00 to 10h00 and 16h00 to 19h00 Monday to Friday</p> <p>and</p> <p>(b) following Occupation of any part of the Development within Stage 2 run from 07h00 to 19h00 Monday to Friday</p> <p>in accordance with the details set out in Stantec Technical Note attached as appendix E. to the Transport Assessment dated 16 February 2021 attached at Appendix 3</p>
“Stage 1”	means such part of the Development comprising up to 20,000sqm GEA of floorspace for use within Use Class B8
“Stage 1 Highway Works”	means the:

(a) access road

(b) footway and cycle way along the frontage of the Development

as shown indicatively on Stantec drawing 407222 5501 037B attached at Appendix 2

"Stage 2"

means such part of the Development falling outside of Stage 1

"Stage 2 Highway Works"

means the

(a) A21/A264 Pembury Road Works

(b) Halls Hole Road Works

(c) Lamberts Road / Dowding Way Traffic Signal Upgrade Works

(d) Longfield Road / Dowding Way / Lamberts Road / North Farm Road Works

(e) Longfield Road / A21 Dumbbell Signalisation Works

(f) Longfield Road / Lamberts Road Traffic Signal Upgrade Works

(g) Longfield Road Westbound Pinch Point Removal Works

(h) Vauxhall Roundabout Works and

(i) any other highways works identified by a Transport Assessment

or such alternative works of the same effect agreed with the County Council

"Transport Assessment"

means a transport assessment undertaken by or on behalf of the Owner to be submitted with each Reserved Matters Application from (and including) Stage 2 to be consistent with

and in accordance with the scope of the transport assessment submitted with the Application which **FOR THE AVOIDANCE OF DOUBT** assessed a split of a maximum of 47,700 sqm GEA within Use Classes B1 (Business) and a maximum of 26,100 sqm within B8 (Storage and Distribution) (such use classes as at 31 August 2020) and which shall further include:

(a) new traffic surveys unless it is agreed with the County Council that it is not possible to undertake robust and reliable new traffic surveys prior to the submission of a particular Reserved Matters Application in respect of Stage 2 in which case the traffic surveys and traffic modelling presented in the most recent Transport Assessment submitted shall be deemed to form the Transport Assessment for such Reserved Matters Application

(b) site trip flow and distribution assessment based on site access survey and calibrated and validated traffic junction capacity models in accordance with best practice guidance

(c) traffic modelling to show the cumulative impact of prior elements of the Development and elements of the Development proposed under the relevant Reserved Matters Application over a period from the year of the updated survey to the proposed opening year of the Development proposed in the Reserved Matters Application in accordance with TEMPro growth factors to be agreed with the County Council

(d) Traffic Queue Surveys to measure any potential Traffic Queue Exceedance

"Traffic Queue Exceedance"

means

a) a static traffic queue on the A228/A264 junction with

the A21 northbound off-slip in excess of 92 metres (measured from the road's give way line along its nearside edge) for a continuous period of at least 30 minutes on at least three weekdays as demonstrated in a transport survey and associated Traffic Queue Survey submitted in respect of an individual Reserved Matters Approval;

- b) a static traffic queue on the A228/A264 junction with the A21 southbound off-slip in excess of 133 metres (measured from the road's give way line along its nearside edge) for a continuous period of at least 30 minutes on at least three weekdays as demonstrated in a transport survey and associated Traffic Queue Survey submitted in respect of an individual Reserved Matters Approval;
- c) a static traffic queue on the A21/A26/A2014 junction with the A21 southbound off-slip in excess of 110 metres (measured from the road's give way line along its nearside edge) for a continuous period of at least 30 minutes on at least three weekdays as demonstrated in a transport survey and associated Traffic Queue Survey submitted in respect of an individual Reserved Matters Approval; or
- d) a static traffic queue on the Longfield Road junction with the A21 off-slip northbound in excess of a distance in metres first agreed with Highways England in writing (measured from the road's give way line along its nearside edge) for a continuous period of at least 30 minutes on at least three weekdays as demonstrated in a transport survey and associated Traffic Queue Survey submitted in respect of an individual Reserved Matters Approval

"Traffic Queue Survey"

means a traffic queue survey undertaken in a single neutral month to be agreed with the County Council during the period Tuesday to Saturday inclusive between 07h00 hours and

19h00 hours and which shall disregard unusual events deemed not to be typical of usual traffic conditions at the time of the survey such survey to record static end of queue points in metres and passenger car units from the associated downstream junction give way or stop line at 5-minute intervals

"Vauxhall Roundabout Works" means the upgrade works to the A26 / A2014 / A21 Vauxhall Roundabout as shown indicatively on Stantec drawing 40722_5501_031B attached at Appendix 2

2. Stage 1 Highway Works

- 2.1. The Owner covenants that it shall complete the Stage 1 Highway Works prior to Occupation of any part of the Development and that it shall not Occupy any part of the Development unless and until the Stage 1 Highway Works have been completed to the County Council's satisfaction
- 2.2. The Owner covenants that the Stage 1 Highways Works shall be designed implemented and maintained in accordance with the Design Manual for Roads and Bridges (as may be updated revised or amended from time to time)
- 2.3. The Owner covenants that it shall complete a conflict study in connection with the stage 3 and stage 4 Road Safety Audit as set out in the Design Manual for Roads and Bridges in respect of the left-in left-out northbound merge associated with the access road forming part of the Stage 1 Highway Works and if the conflict study require changes to the Stage 1 Highways Works then the Owner shall carry out such further works as are required by the County Council prior to Occupation of any part of Stage 2 and that it shall not Occupy any part of Stage 2 unless and until the such further works have been completed to the County Council's satisfaction

3. Stage 2 Highway Works

- 3.1. The Owner covenants that it shall
 - 3.1.1. submit a Transport Assessment with each Reserved Matters Application in respect of any part of the Development within Stage 2

- 3.1.2. not commence the relevant Stage 2 Highway Works unless and until it has entered into a Highways Agreement for such element of the Stage 2 Highway Works
 - 3.1.3. undertake and complete the relevant Stage 2 Highway Works to Certificate of Completion Standard prior to Occupation of that part of Stage 2 to which the Reserved Matters Approval relates and that it shall not Occupy that part of Stage 2 to which the Reserved Matters Approval relates or any subsequent part of Stage 2 unless and until the relevant Stage 2 Highway Works to which the Reserved Matters Approval relates have been completed to Certificate of Completion Standard
 - 3.1.4. The Owner covenants that the Stage 2 Highways Works shall be designed implemented and maintained in accordance with the Design Manual for Roads and Bridges (as may be updated revised or amended from time to time)
- 3.2. In the event that a Transport Assessment submitted with a Reserved Matters Application demonstrates that there is
- 3.2.1. no predicted RFC Exceedance nor any predicted DOS Exceedance triggering Lamberts Road / Dowding Way Traffic Signal Upgrade Works and/or
 - 3.2.2. no predicted RFC Exceedance nor any predicted DOS Exceedance triggering the Longfield Road / Dowding Way / Lamberts Road / North Farm Road Works and/or
 - 3.2.3. no predicted RFC Exceedance nor any predicted DOS Exceedance nor any predicted Traffic Queue Exceedance relating to and triggering the Longfield Road / A21 Dumbbell Signalisation Works and/or
 - 3.2.4. no predicted RFC Exceedance nor any predicted DOS Exceedance triggering the Longfield Road / Lamberts Road Traffic Signal Upgrade Works and/or
 - 3.2.5. no predicted RFC Exceedance nor any predicted DOS Exceedance triggering the Longfield Road Westbound Pinch Point Removal Works and/or
 - 3.2.6. no predicted RFC Exceedance nor any predicted DOS Exceedance nor any predicted Traffic Queue Exceedance relating to and triggering the Vauxhall Roundabout Works and/or

3.2.7. no predicted Traffic Queue Exceedance relating to and triggering the Stage 2 Highway Works comprising the A21/A264 Pembury Road Works and/or

3.2.8. no predicted DOS Exceedance or that there is no predicted Traffic Queue Exceedance relating to and triggering the Stage 2 Highway Works comprising the Halls Hole Road Works

THEN the requirement to comply with the obligations in Paragraphs 3.1.2 and 3.1.3 of this Schedule shall (subject to Paragraph 3.3) be suspended in relation to the relevant highways works **BUT FOR THE AVOIDANCE OF DOUBT** in the event that any of the exceedances contemplated by this Paragraph 3.2 are triggered and the Transport Assessment identifies any other highways works as being required the Owner covenants that it shall comply with the obligations in Paragraphs 3.1.2 and 3.1.3 in respect of the relevant highway works

3.3. Where the obligations in Paragraphs 3.1.2 and 3.1.3 of this Schedule have been suspended in respect of any element of the highway works pursuant to the provisions of Paragraph 3.2 of this Schedule the requirement to comply with such obligations shall be reassessed as part of the determination of each subsequent Reserved Matters Application to establish if the identified exceedance triggers in Paragraph 3.2 of this Schedule have been met

3.4. In the event that a Transport Assessment submitted with the final Reserved Matters Application for Stage 2 demonstrates to the County Council's reasonable satisfaction that there shall be no predicted

3.4.1. DOS Exceedance nor RFC Exceedance in respect of the highway works listed in Paragraph 3.2.1 to 3.2.6 of this Schedule and/or

3.4.2. Traffic Queue Exceedance in respect of the A21/A264 Pembury Road Works in Paragraph 3.2.7 of this Schedule and/or in respect of the Longfield Road / A21 Dumbbell Signalisation Works in Paragraph 3.2.3 of this Schedule and/or in respect of the Vauxhall Roundabout Works in Paragraph 3.2.6 of this Schedule and/or

3.4.3. DOS Exceedance nor Traffic Queue Exceedance in respect of the Halls Hole Road Works in Paragraph 3.2.8 of this Schedule

then the obligations in Paragraphs 3.1.2 and 3.1.3 of this Schedule shall cease to be

of any further effect in respect of those Stage 2 Highway Works where the exceedance triggers have not been met and the Owner shall be under no obligation to deliver those outstanding Stage 2 Highway Works

- 3.5. In the event that any part of the Stage 2 Highway Works or highways works to the same effect are carried out to the County Council's satisfaction other than in connection with the Development and which highways works mitigate the impact of the Development on the highways network as determined by the County Council then the requirement to comply with the obligations in Paragraphs 3.1.2 and 3.1.3 of this Schedule shall cease to have effect in respect of such part.

4. Shuttle Bus Service to be provided in Stage 1 and Stage 2

- 4.1. The Owner covenants that it shall
 - 4.1.1. procure the delivery and operation of the Shuttle Bus Service prior to Occupation of any part of the Development and shall thereafter procure or provide and secure the continued operation of the Shuttle Bus Service save that a suspension in the delivery and operation of the Shuttle Bus may occur during any period of time in which it is not possible to do so as a result of events circumstances or causes beyond the reasonable control of the Owner
 - 4.1.2. not Occupy any part of the Development unless and until the operation of the Shuttle Bus Service has been secured evidence of which (which shall be to the County Council's satisfaction) shall be provided to the County Council
 - 4.1.3. provide the Shuttle Bus Service for a minimum two-year period from last Occupation of the Development within Stage 2

APPENDIX 1: PLAN

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Project clients or others to be taken from the drawing. All dimensions are to be checked on site from my www.scaB.co.uk

Key:

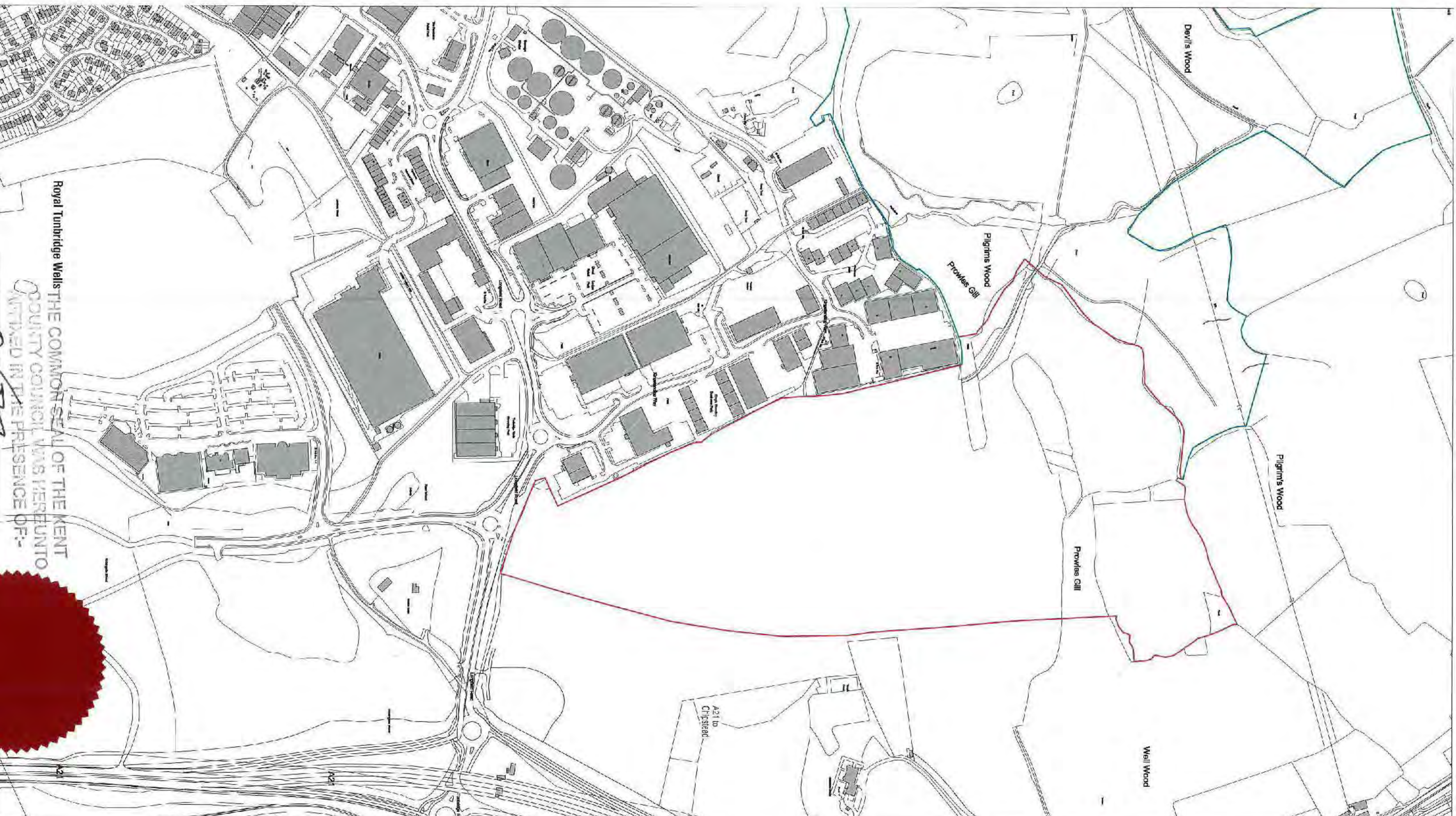
Applicant site boundary



Scale 1:2500



Handwritten: 17378
Handwritten signature: Charlotte Hubbard



No.	Description	Date	Author	Checked
1	Pre-Submission	06/07/2019	PH	AK
2	For Submission	06/07/2019	PH	AK
3	Final	20/07/2019	PH	AK

SCOTT BROWN RIGG

Handwritten signature: [Signature]
U+1

Scale: 1:2500 @ A1

Parameter Plans
Site Location Plan

17378 PP(00)001 A

Royal Tunbridge Wells THE COMMON SEAL OF THE KENT COUNTY COUNCIL WAS HEREunto AFFIXED IN THE PRESENCE OF:-
Handwritten signature: [Signature]
Authorised Signatory



22-1-2021

APPENDIX 2: HIGHWAYS WORKS

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Appendix D Mitigation Drawings

THE COMMON SEAL OF THE KENT COUNTY COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF:-
[Signature]
 Authorised Signatory

No. 3785
Claudette Valwood

Electricity
 SIGNALISATION OF LONGFIELD ROAD ARM, RELOCATION OF PEDESTRIAN CROSSING PHASE

SIGNAL HEAD SET BACK 0.45M FROM THE NORTHSIDE KERB AND 0.60M FROM THE EAST SIDE KERB. STOPLINE SET BACK 1.00M FROM THE SIGNAL HEAD

SIGNALISATION OF A21 NORTHBOUND OFFSLIP

IN RESPONSE TO RSA COMMENT 2.1 - THIS MATTER WILL BE APPROPRIATELY DEALT WITH AT THE DETAILED DESIGN STAGE

TWO - TO - ONE MERGE WIDENED AND LENGTHENED
 EAST SIDE GYRATORY INFILLED

WEST SIDE GYRATORY INFILLED

IN RESPONSE TO RSA COMMENT 2.2 - THE FOOTWAY WILL HAVE A 1M SAFETY MARGIN BETWEEN ITS SOUTHERN SIDE AND THE CIRCULATORY CARRIAGEWAY

PEDESTRIAN CROSSING REMOVED AND REPLACED WITH PEDESTRIAN PHASE

NEW SIGNAL CONTROL

Robingate Wood

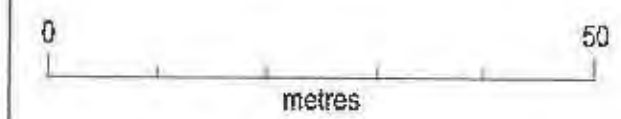


NOTES

- DO NOT SCALE FROM THIS DRAWING
- DRAWING UNITS IN METERS

KEY

- HIGHWAY WORKS
- FOOTWAY
- VERGE
- ROAD
- INDICATIVE LOCATION OF PRIMARY SIGNALS
- INDICATIVE LOCATION OF SECONDARY SIGNALS
- VISIBILITY ENVELOPE (2.5M SETBACK FROM STOPLINE AND SECONDARY SIGNALS)



Mark	Revision	Date	Drawn	Chkd	Appd
H	INDICATIVE SIGNAL LOCATIONS SHOWN	18.11.20	WF	JSL	JSL
G	ADDITIONAL FLARE TO WESTERN ROUNDABOUT	12.11.20	WF	JSL	JSL
F	LINE AND ROAD MARKINGS ADDED TO NB OFFSLIP	03.11.20	FM	JSL	JSL
E	CENTRE LINE ADDED TO WESTERN ROUNDABOUT	03.11.20	FM	JSL	JSL
D	AMENDED FOOTWAY BY EASTERN ROUNDABOUT	10.04.20	WF	JSL	JSL
C	WEST GYRATORY INFILLED	24.01.20	WF	JSL	JSL
B	AMENDMENT TO MERGE ON WESTERN ROUNDABOUT	19.12.19	FM	JSL	JSL
A	CHANGE TO ROAD MARKINGS	13.12.19	FM	JSL	JSL

SCALING NOTE: Do not scale this drawing - any errors or omissions shall be reported to Stantec without delay.
 UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty to this is expressed or implied. Other such plant or apparatus may also be present but not shown. The Contractor is therefore advised to undertake their own investigation where the presence of any existing sewers, services, plant or apparatus may affect their operations.

Drawing Issue Status
INDICATIVE - FOR INFORMATION

**LAND AT LONGFIELD ROAD
 TUNBRIDGE WELLS
 A21 DUMBBELL ROUNDABOUT
 MITIGATION SCHEME**

Client
U + I PLC



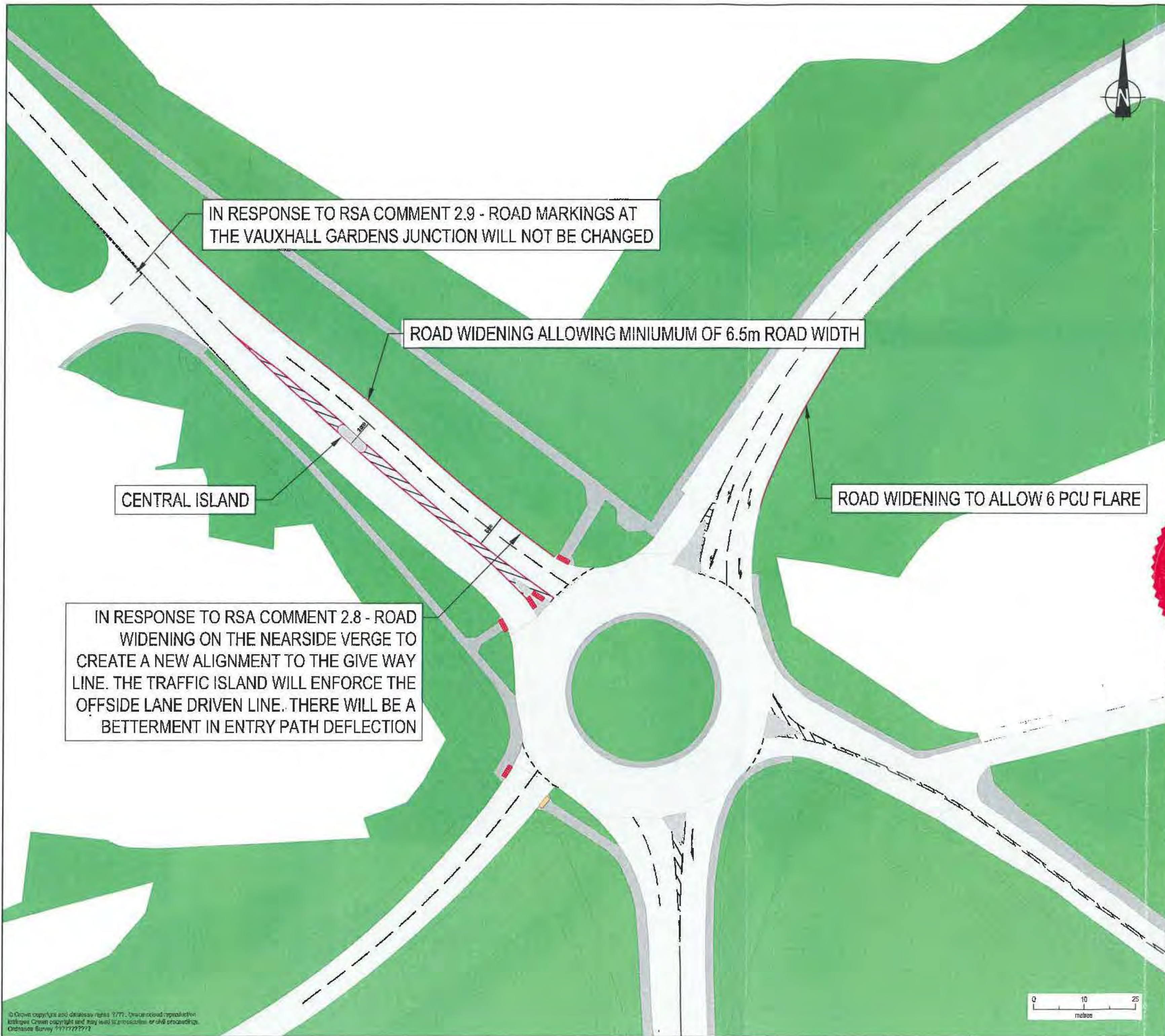
Date of 1st Issue 20.05.2019	Designed JHJ	Drawn JHJ
A3 Scale 1:1000	Checked JSL	Approved JSL

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 ASHFORD
 Tel: 01233 653 740

Drawing Number
40722_5501_012

Revision
H

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 Ordnance Survey 100000000



NOTES

1. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DOCUMENTATION.
2. DO NOT SCALE FROM THIS DRAWING.
3. ALL DIMENSIONS ARE IN METRES UNLESS SPECIFIED OTHERWISE.

— PHYSICAL HIGHWAY WORKS

■ FOOTWAY

[Handwritten signatures]

THE COMMON SEAL OF THE KENT COUNTY COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF:-

[Signature]
Authorised Signatory



221-2021

Mark	Revision	Date	Drawn	Chkd	Appd
B	MITIGATION ON PEMBURY ROAD NORTH ARM	10.02.20	WF	JSL	JSL
A	EXTENDED FLARE LANE ON WOODGATE WAY ARM	06.02.20	WF	JSL	JSL

SCALING NOTE: Do not scale this drawing - any errors or omissions shall be reported to Stantec without delay.
 UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty is made. Other such plant or apparatus may also be present but not shown. The Contractor is therefore advised to undertake their own investigation where the presence of any existing sewers, services, plant or apparatus may affect their operations.

Drawing Issue Status: **FOR INFORMATION**

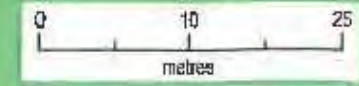
LAND AT LONGFIELD ROAD
 TUNBRIDGE WELLS
 PROPOSED MITIGATION WORKS
 VAUXHALL ROUNDABOUT

Client:
 U + I PLC



Date of 1st Issue	Designed	Drawn
18.11.19	FM	FM
A2 Scale	Checked	Approved
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Drawing Number	Revision	
40722/5501/031	B	

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Claudio No. 3785

IN RESPONSE TO RSA COMMENT 2.11 - REPOSITIONING OF THE EXISTING ADVANCED DIRECTION SIGN WILL BE DEALT WITH AT THE DETAILED DESIGN STAGE

IN RESPONSE TO RSA COMMENT 2.12 - REPOSITIONING OF THE EXISTING "ROYAL TUNBRIDGE WELLS" SIGN WILL BE DEALT WITH AT THE DETAILED DESIGN STAGE

IN RESPONSE TO RSA COMMENT 2.10 - ANY OVERHANGING OF TREE BRANCHES WHERE THE CYCLE/FOOTWAY IS TO BE EXTENDED SHOULD BE MAINTAINED BY KCC HIGHWAYS AND TRANSPORTATION AS PART OF THEIR ONGOING ROLE

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- PHYSICAL HIGHWAY WORKS
- SHARED FOOTWAY / CYCLEWAY

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A	RSA RESPONSE	12.02.20	WF	JSL	JSL

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LAND AT LONGFIELD ROAD TUNBRIDGE WELLS A21 / PEMBURY ROAD MITIGATION SCHEME

Client: U+I PLC



Date of 1st Issue	Designed	Drawn
22.11.2019	FM	FM
A3 Scale	Checked	Approved
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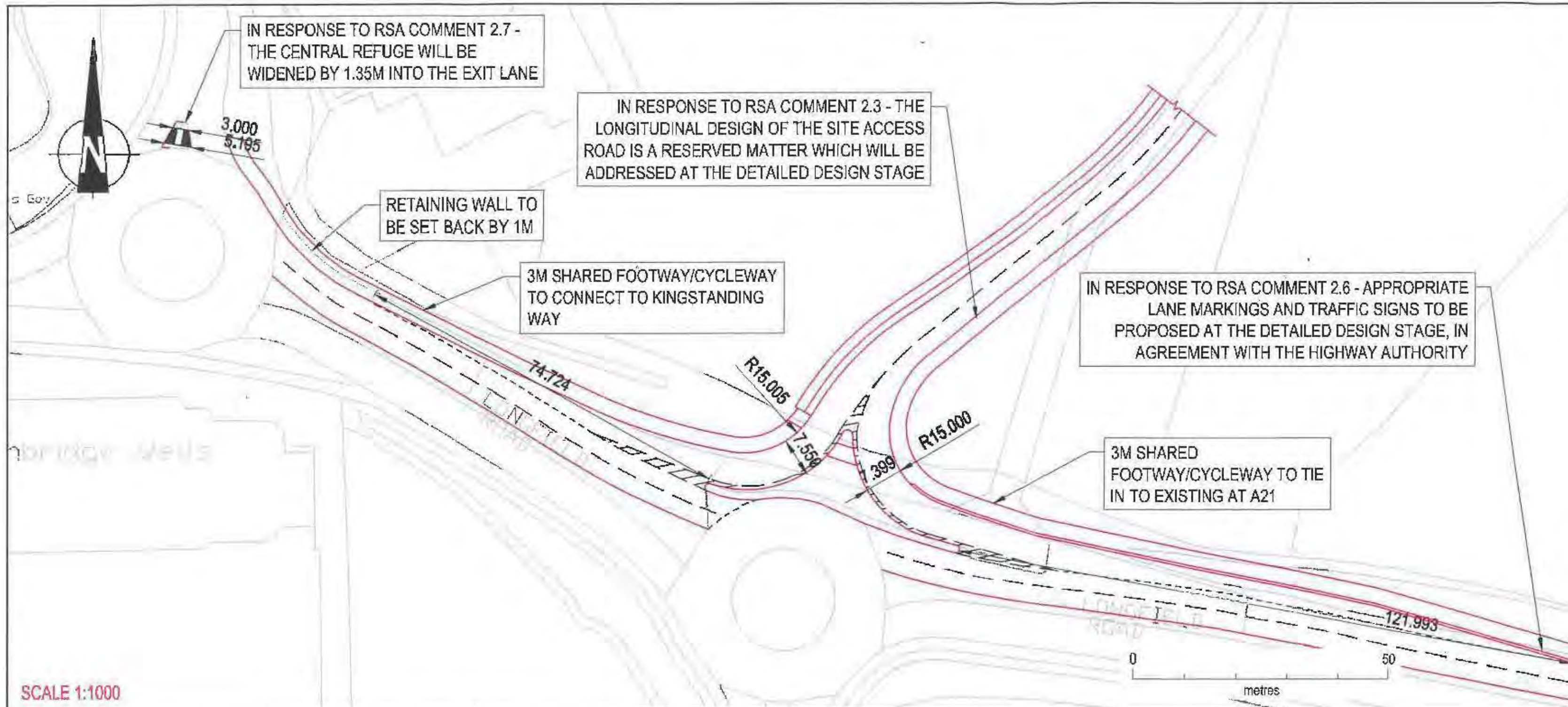
Drawing Number: 40722/5501/033

Revision: A

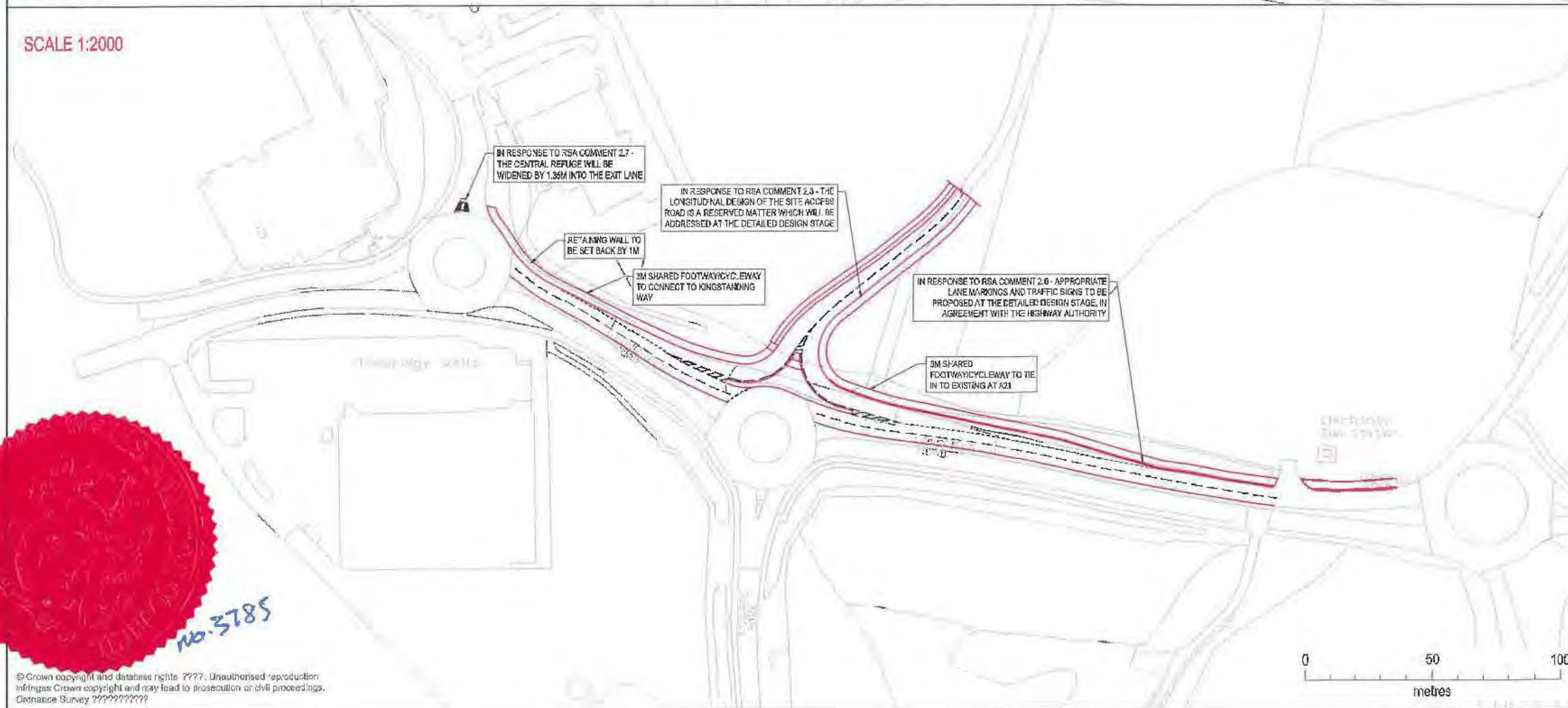
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User name: kowler, william



SCALE 1:1000



SCALE 1:2000

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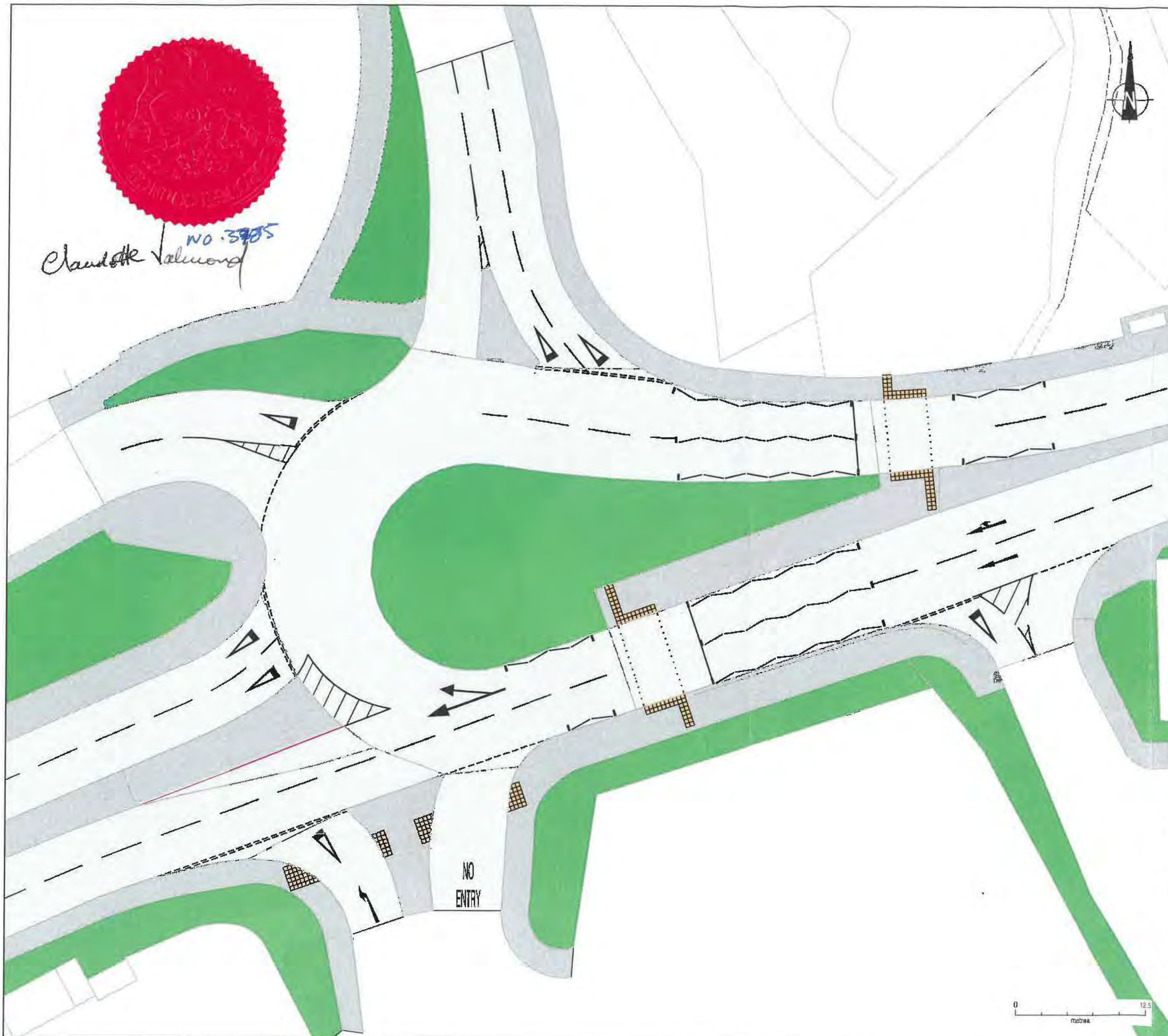
Mark	Revision	Date	Drawn	Chkd	Appd
B	CENTRAL REFUGE WIDENED	05.02.20	WF	JSL	JSL
A	EXTENSION OF THE MERGE LANE	18.12.18	FM	JSL	JSL

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NO. 5985

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**LAND AT LONGFIELD ROAD
TUNBRIDGE WELLS
PROPOSED MITIGATION WORKS
LONGFIELD ROAD GYRATORY**

Client:
U + I PLC

Architect:

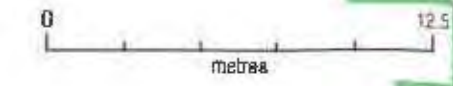
Date of 1st Issue 26.02.2020	Designed WF	Drawn WF
A2 Scale 1:250	Checked JSL	Approved JSL

Drawing Number:
40722/5501/046

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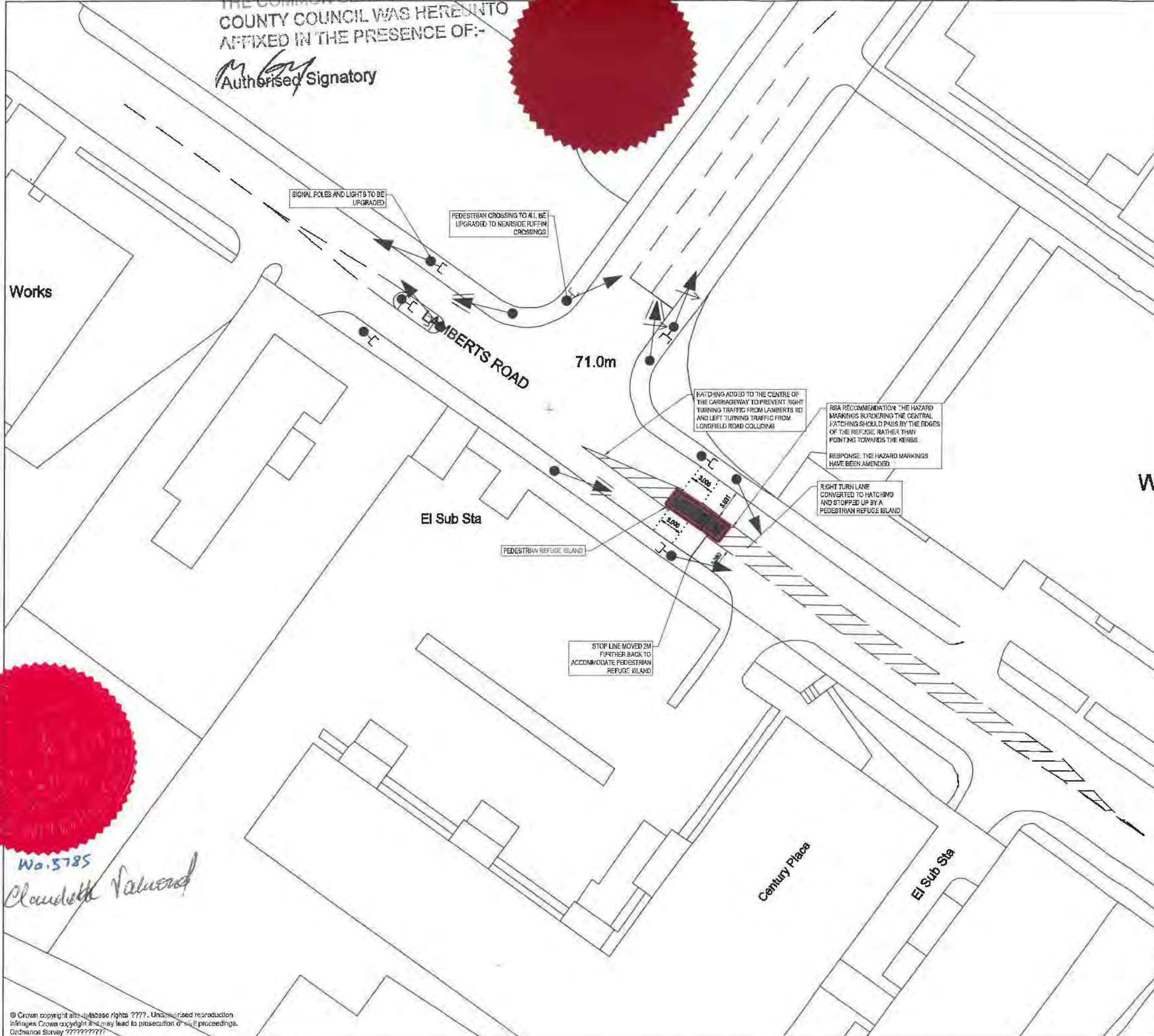
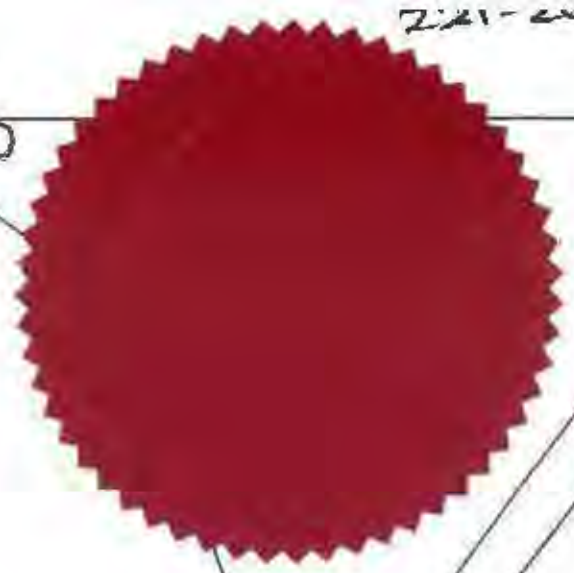
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- INDICATIVE LOCATION OF SECONDARY SIGNALS
- INDICATIVE LOCATION OF PRIMARY SIGNALS WITH LEFT FILTER
- INDICATIVE LOCATION OF SECONDARY SIGNALS WITH LEFT FILTER
- INDICATIVE LOCATION OF PUFFIN CROSSINGS

[Handwritten signatures]

Mark	Revision	Date	Drawn	Chkd	Appd
C	ADDITION OF SIGNAL HEADS	04.11.21	FM	JSL	JSL
B	RSA DESIGNERS RESPONSE	11.12.20	WF	JSL	JSL
A	CROSSING CONVERTED TO STRAIGHT ACROSS	18.11.20	WF	JSL	JSL

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Drawing Issue Status
INDICATIVE - FOR INFORMATION

LAND AT LONGFIELD ROAD,
 TUNBRIDGE WELLS
 PROPOSED MITIGATION AT
 LONGFIELD ROAD / LAMBERTS ROAD

Client
U + I PLC



Date of 1st Issue	Designed	Drawn
24.07.2020	HW	HW
A3 Scale	Checked	Approved
1:500	JSL	JSL
Drawing Number	Revision	
40722/5501/051	C	

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Claudette Palmer

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- PHYSICAL HIGHWAY WORKS
- HIGHWAY BOUNDARY
- INDICATIVE EARTHWORKS
- DEFLECTION
- 43M FORWARD VISIBILITY

Handwritten initials/signature

RSA RECOMMENDATION: DEFLECTION ON THE PEMBURY ROAD WESTERN APPROACH AND ENTRY SHOULD BE INCREASED, AND THE ENTRY PATH RADII REDUCED TO 100M OR LESS, BY POINTING THE ENTRY MORE TOWARDS THE CENTRAL CIRCULAR ISLAND OF THE ROUNDABOUT, AND REDUCING THE ENTRY KERB RADII.

RESPONSE: THE NORTHERN KERFLINE OF THIS JUNCTION HAS BEEN MOVED SOUTH AND THE ENTRY RADII REDUCED TO 11M TO ACHIEVE <100M DEFLECTION RADII IN ACCORDANCE WITH DMBS REQUIREMENTS.

RSA RECOMMENDATION: DURING THE DETAILED DESIGN, APPROPRIATE, HIGHLY CONSPICUOUS SIGNAGE SHOULD BE INSTALLED AT THE ENTRY TO THE ROUNDABOUT ADVISING MOTORISTS OF THE NEED TO GIVE WAY TO CIRCULATING TRAFFIC ON THE ROUNDABOUT.

RESPONSE: THIS IS NOTED AND WILL BE DEALT WITH AT DETAILED DESIGN STAGE

RSA RECOMMENDATION: THE DETAILED DESIGN SHOULD ENSURE THAT SATISFACTORY FORWARD VISIBILITY CAN BE ACHIEVED, BOTH HORIZONTALLY AND VERTICALLY, ON THE HALLS HOLE ROAD APPROACH TO THE ENTRY POINT OF THE CIRCULAR CARRIAGEWAY.

RESPONSE: A FORWARD VISIBILITY OF 43M (30MPH SIGHT STOPPING DISTANCE) IS ACHIEVABLE WITHIN THE EXTENT OF THE PROPOSED EARTHWORKS. IT IS UNREASONABLE TO EXPECT VEHICLES TO BE TRAVELLING FASTER THAN 30MPH ON THIS APPROACH ARM OWING TO THE NARROW CARRIAGEWAY WIDTH FURTHER SOUTH ON HALLS HOLE ROAD. DETAILED DESIGN STAGE WILL ENSURE 43M FORWARD VISIBILITY CAN BE ACHIEVED BOTH HORIZONTALLY AND VERTICALLY.



Claire Walsh

NO. 5795

C	RSA DESIGNERS RESPONSE	11.12.20	WF	JSL	JSL
B	TOUCHAN CROSSING WIDTH INCREASED TO 4M	24.11.20	WF	JSL	JSL
A	BUS STOP AND PED CROSSINGS AMENDED	23.11.20	WF	JSL	JSL
Mark	Revision	Date	Drawn	Chkd	Appd

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Drawing Issue Status
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LAND AT LONGFIELD ROAD
 TUNBRIDGE WELLS
 HALLS HOLE ROAD / PEMBURY ROAD
 OPTION 2 KCC ROUNDABOUT SCHEME

Client
U+I PLC

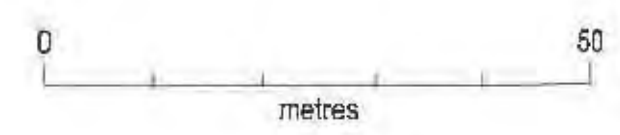


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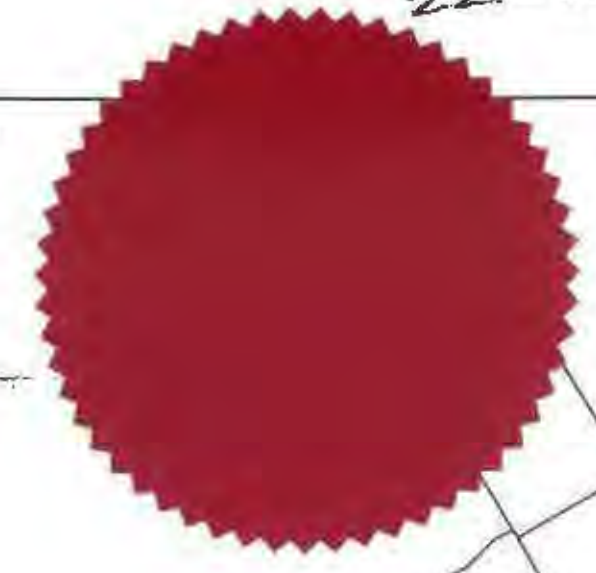
Revision
C



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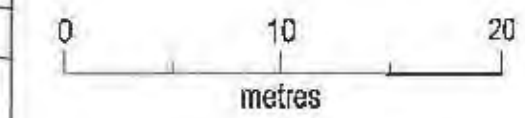
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KEY

-  - FOOTWAY
-  - CYCLEWAY
-  - PEDESTRIAN TACTILE PAVING
-  - TRAMLINE TACTILE PAVING

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**LAND AT LONGFIELD ROAD
TUNBRIDGE WELLS
DOWING WAY CYCLE ROUTE
PAGE 1 OF 3**

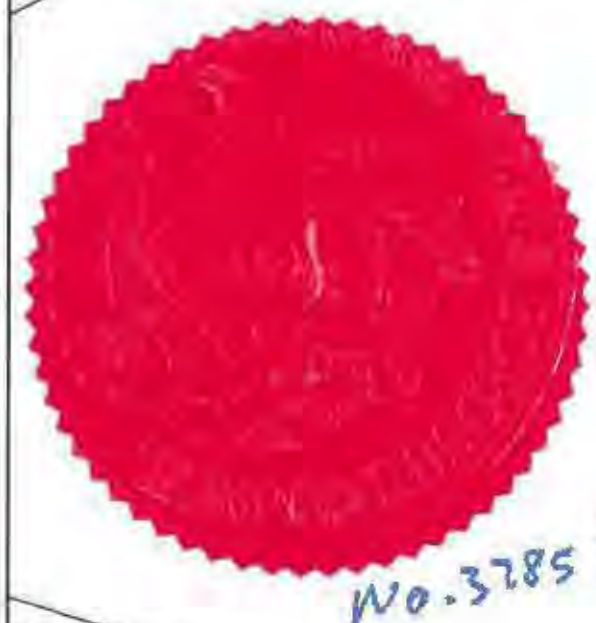
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**Royal Tunbridge Wells
Business Park**

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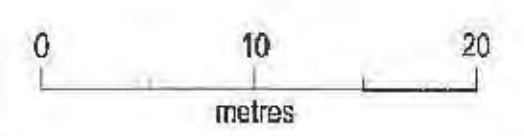
58.6m

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-  - CYCLEWAY
-  - PEDESTRIAN TACTILE PAVING
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DOWDING WAY



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LAND AT LONGFIELD ROAD
TUNBRIDGE WELLS
DOWDING WAY CYCLE ROUTE
PAGE 2 OF 3

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The Fountains

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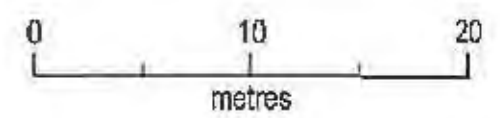
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- KEY**
- FOOTWAY
 - CYCLEWAY
 - PEDESTRIAN TACTILE PAVING
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**LAND AT LONGFIELD ROAD
 TUNBRIDGE WELLS
 DOWING WAY CYCLE ROUTE
 PAGE 3 OF 3**

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DOWING WAY

The Fountains
Retail Park

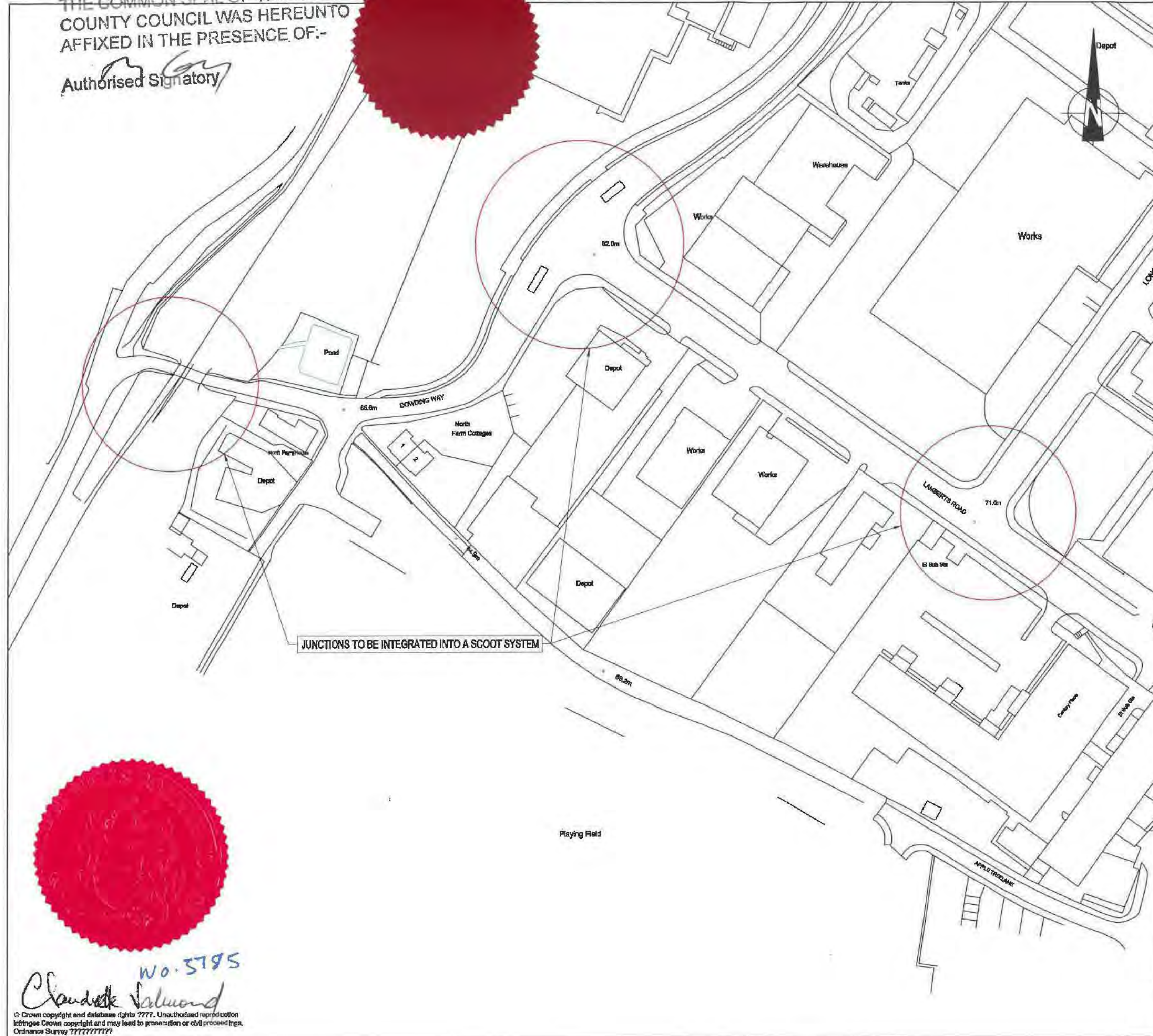
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○ JUNCTIONS TO BE INTEGRATED TO SCOOT

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JUNCTIONS TO BE INTEGRATED INTO A SCOOT SYSTEM

Mark	Revision	Date	Drawn	Chkd	Appd

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**LAND AT LONGFIELD ROAD
TUNBRIDGE WELLS**

PROPOSED SCOOT LOCATIONS

Client: U+ I

Date of 1st issue	Designed	Drawn
05.01.2021	-	FM
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ALL CROSSINGS TO ALL BE ADAPTED TO NEAR-SIDE PUFFIN CROSSINGS

SIGNAL POLES AND LIGHTS TO BE UPGRADED



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Claudette Valmond

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- INDICATIVE LOCATION OF SECONDARY SIGNALS
- INDICATIVE LOCATION OF PRIMARY SIGNALS WITH LEFT FILTER
- INDICATIVE LOCATION OF SECONDARY SIGNALS WITH LEFT FILTER
- INDICATIVE LOCATION OF PUFFIN CROSSINGS

Handwritten signatures and initials.

Mark	Revision	Date	Drawn	Chk	App

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Drawing Issue Status
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LAND AT LONGFIELD ROAD,
TUNBRIDGE WELLS
PROPOSED SIGNAL MITIGATION AT
DOWDING WAY / LAMBERTS ROAD

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Drawing Number 40722/5501/062		Revision -	

**APPENDIX 3: STANTEC TECHNICAL NOTE REGARDING THE SHUTTLE BUS
SERVICE**

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APPENDIX 3: STANTEC TECHNICAL NOTE REGARDING THE SHUTTLE BUS SERVICE

Transport Assessment
Kingstanding, Longfield Road



Appendix E Shuttle Bus Note

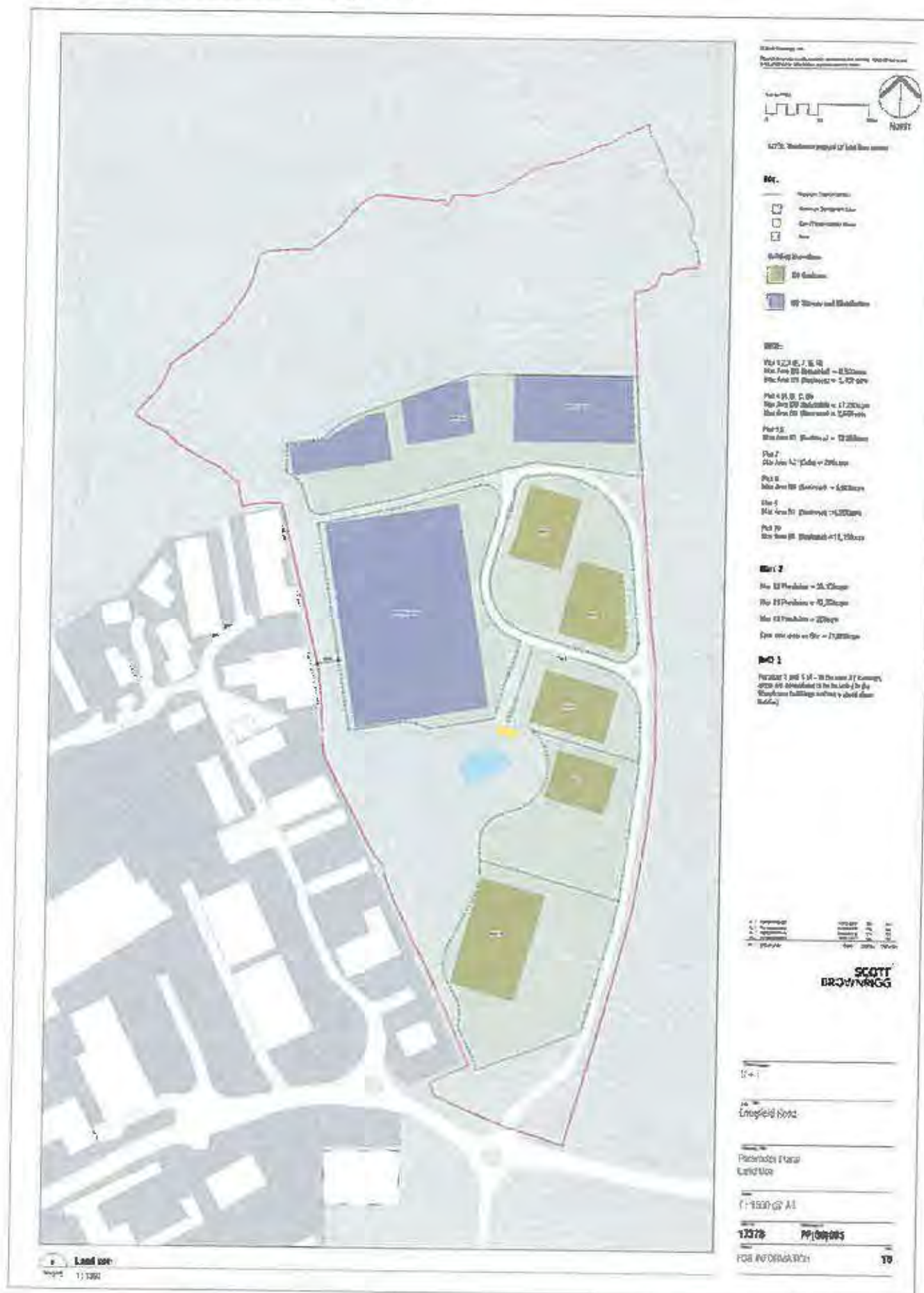
TECHNICAL NOTE

Job Name: Land at Longfield Road, Tunbridge Wells
Job No: 40722
Date: 8 November 2019
Prepared by: Alastair Mackie
Subject: Shuttle Bus Service

1. INTRODUCTION

1.1. This Technical Note sets out proposals for a staff shuttle bus service to support proposed mixed-use office (B1) and storage & distribution (B8) development on land at Longfield Road, Tunbridge Wells. The location of the development is shown in Figure 1.

Figure 1: Location of Land at Longfield Road



1.2. The Note sets out proposals for the route, timetable and hours of operation of the service; and provides estimates of costs, forecast demand and revenue on a year by year basis as development build out and occupation increase. From this, the viability of the service has been assessed and the total funding required to cover the shortfall between cost and income has been calculated.

2. PROPOSED SHUTTLE BUS SERVICE

2.1. The proposed shuttle bus service is designed to build upon an existing staff bus which it is understood operates between premises in Kingstanding Way and High Brooms railway station. The proposed service would cover this route and also serve Tonbridge railway station, as shown in Figure 2.

Figure 2: Proposed Route of Shuttle Bus Service



LAND OFF LONGFIELD ROAD,
TUNBRIDGE WELLS
Shuttle Bus Route



- 2.2. Initially, it is proposed to operate the shuttle only during the peak periods of 0700 to 1000 and 1600 to 1900 on Monday to Friday; when development is sufficiently advanced, the service would be enhanced to operate throughout the main daytime period, from 0700 to 1900.
- 2.3. In determining when it would be appropriate to enhance the hours of operation, a balance needs to be found between an early enhancement which would maximise the opportunities for staff to travel by bus as soon as they commence employment (and thus get into the sustainable travel 'habit'), and the associated cost during a period when the numbers travelling will be low. It is suggested that enhancement from the third year of B1 development would offer a reasonable compromise between these factors and this assumption has been used in the subsequent viability calculations.
- 2.4. Indicative timetables for the initial peak-only and subsequent all-day services are shown in Table 1. These are illustrative at this stage and detailed timings can be finalised in due course, to optimise connection times with key rail services, for example.

Table 1: Indicative Timetables

Longfield Road Shuttle											
Initial Service											
TONBRIDGE Rail Station	06:45	07:30	08:15	09:00			15:55	16:40	17:25	18:10	
LONGFIELD ROAD	06:55	07:40	08:25	09:10			16:05	16:50	17:35	18:20	
HIGH BROOMS Rail Station	07:05	07:50	08:35	09:20			16:15	17:00	17:45	18:30	
HIGH BROOMS Rail Station	07:05	07:50	08:35	09:20			16:15	17:00	17:45	18:30	
LONGFIELD ROAD	07:15	08:00	08:45	09:30			16:25	17:10	17:55	18:40	
TONBRIDGE Rail Station	07:25	08:10	08:55	09:40			16:35	17:20	18:05	18:50	
Later Service											
TONBRIDGE Rail Station	06:45	07:30	08:15	09:00	&		15:00	15:55	16:40	17:25	18:10
LONGFIELD ROAD	06:55	07:40	08:25	09:10	hourly		15:10	16:05	16:50	17:35	18:20
HIGH BROOMS Rail Station	07:05	07:50	08:35	09:20	until		15:20	16:15	17:00	17:45	18:30
HIGH BROOMS Rail Station	07:05	07:50	08:35	09:20	&		15:20	16:15	17:00	17:45	18:30
LONGFIELD ROAD	07:15	08:00	08:45	09:30	hourly		15:30	16:25	17:10	17:55	18:40
TONBRIDGE Rail Station	07:25	08:10	08:55	09:40	until		15:40	16:35	17:20	18:05	18:50

- 2.5. It is proposed to charge fares per single trip of £1.00 for travel to and from High Brooms and £1.50 to and from Tonbridge.

3. COSTS

- 3.1. The costs of the shuttle service have been estimated using PBA's spreadsheet-based bus industry costing model, calibrated for local factors, such as prevailing driver wage rates in the Tunbridge Wells area, and tested against local bus industry intelligence. Vehicle costs are based on the service being operated with a minibus type vehicle such as a Mercedes Sprinter or similar with a capacity of around 20 to 22 passengers.
- 3.2. The costs include all those associated with operation of the service, including drivers' wages and employment on-costs such as National Insurance, pension, sickness and holiday pay; fuel, maintenance and servicing; vehicle depreciation and finance; overhead and management costs; and profit margin.

3.3. Costs have been calculated for both the peak-only and all-day timetables and are estimated to be £80k and £120k per year respectively.

4. TRANSPORT DEMAND

4.1. The development is anticipated to lead to the creation of 4,500 jobs. On completion of build-out and occupation, the travel demand generated by this employment has been estimated by PBA¹, and the forecast total trips by daily half-hour time period are shown in Table 1.

Table 1: Forecast Total Development Demand

Land Use	B1		B8	
	In	Out	In	Out
07:00-07:30	184	13	28	15
07:30-08:00	361	23	47	12
08:00-08:30	420	35	28	16
08:30-09:00	405	57	53	12
09:00-09:30	274	45	50	19
09:30-10:00	103	34	38	28
10:00-10:30	58	32	20	16
10:30-11:00	43	40	18	15
11:00-11:30	37	35	22	24
11:30-12:00	46	56	28	29
12:00-12:30	64	103	26	25
12:30-13:00	91	92	25	18
13:00-13:30	85	64	22	24
13:30-14:00	83	43	22	28
14:00-14:30	47	46	16	48
14:30-15:00	37	57	31	22
15:00-15:30	29	123	28	31
15:30-16:00	39	126	9	22
16:00-16:30	28	248	20	46
16:30-17:00	32	341	9	26
17:00-17:30	37	328	3	40
17:30-18:00	22	284	2	20
18:00-18:30	15	205	3	32
18:30-19:00	8	156	0	12
Total person trips	2,549	2,585	547	579

4.2. 2011 Census data for the local area has been used to establish baseline demand for the shuttle bus service. This is based on travel to work mode shares for bus and rail for the Longfield Road and Axa site areas, as shown in Table 3.2. For both modes, the 2011 mode share was 3% and this has been used to generate the baseline demand estimates.

¹ Source required [Link Flows v32 (28.10.19).xls from Felicity Mott, received 31.10.19]

Table 2: Baseline Bus and Rail Trips

Land Use Mode	B1				B8			
	Bus		Rail		Bus		Rail	
Time Period	In	Out	In	Out	In	Out	In	Out
07:00-07:30	5	0	6	0	1	0	1	0
07:30-08:00	11	1	12	1	1	0	2	0
08:00-08:30	12	1	14	1	1	0	1	1
08:30-09:00	12	2	13	2	2	0	2	0
09:00-09:30	8	1	9	1	1	1	2	1
09:30-10:00	3	1	3	1	1	1	1	1
10:00-10:30	2	1	2	1	1	0	1	1
10:30-11:00	1	1	1	1	1	0	1	0
11:00-11:30	1	1	1	1	1	1	1	1
11:30-12:00	1	2	2	2	1	1	1	1
12:00-12:30	2	3	2	3	1	1	1	1
12:30-13:00	3	3	3	3	1	1	1	1
13:00-13:30	3	2	3	2	1	1	1	1
13:30-14:00	2	1	3	1	1	1	1	1
14:00-14:30	1	1	2	2	0	1	1	2
14:30-15:00	1	2	1	2	1	1	1	1
15:00-15:30	1	4	1	4	1	1	1	1
15:30-16:00	1	4	1	4	0	1	0	1
16:00-16:30	1	7	1	8	1	1	1	2
16:30-17:00	1	10	1	11	0	1	0	1
17:00-17:30	1	10	1	11	0	1	0	1
17:30-18:00	1	8	1	9	0	1	0	1
18:00-18:30	0	6	0	7	0	1	0	1
18:30-19:00	0	5	0	5	0	0	0	0
Total trips	76	77	84	85	16	17	18	19

4.3. The rail trips shown in Table 2 include arrivals at both High Brooms and Tonbridge stations. It has been assumed that the split between the two stations is 25% to and from High Brooms and 75% to and from Tonbridge, reflecting the respective rail service levels and travel opportunities. Of those arriving at Tonbridge, it has been assumed that 100% complete their journey by bus, because of the distance involved and the fast-trafficked nature of the A21 which would preclude walking or cycling. For High Brooms, which is 1.0 miles from the site, it has been assumed that 50% of rail users complete their journey by bus.

4.4. It is understood that B8 development will be complete by 2022 and B1 build-out will then take place between 2022 and 2030. If the all-day timetable is introduced for the third year of B1 development, as noted at paragraph 2.3, the shuttle would be able to cater for peak period trips until the end of 2024, and for all daytime trips from 2025 onwards. Assuming straight-line build-out for each land use, annual demand for the service will be as shown in Table 3.

Table 3: Annual Demand

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
B1 Bus only trips	0	0	0	1,735	5,206	12,178	17,049	21,920	31,663	36,534	38,970
B1 Rail-bus trips	0	0	0	1,518	4,555	10,556	14,918	19,180	27,705	31,967	34,099
B8 Bus only trips	1,411	2,822	4,233	4,233	4,233	8,543	8,543	8,543	8,543	8,543	8,543
B8 Rail-bus trips	1,235	2,469	3,704	3,704	3,704	4,243	4,243	4,243	4,243	4,243	4,243
Total Annual Bus Trips	2,646	5,291	7,937	11,190	17,697	35,620	44,753	53,887	72,154	81,287	85,854

4.5. Table 3 shows annual bus shuttle demand reaching 86k by 2030, based on a baseline mode share of 3% for each of bus and rail. Scenarios with a higher mode share are discussed in section 6.

5. FUNDING

- 5.1. Annual revenue for the service has been estimated by applying the fares proposed in section 2 to the annual demand shown in Table 3, and the results are shown in Table 4. The table also shows the estimated annual costs of operation, using the rates established in section 3.
- 5.2. The net cost of the service will be the difference between costs and revenue year by year, and this is also shown in Table 4.

Table 4: Annual Costs, Revenue and Funding

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
REVENUE (£'000)											
B1 Bus only	0	0	0	2	7	12	17	21	31	36	38
B1 Rail-bus	0	0	0	2	7	11	15	20	28	33	35
B8 Bus only	2	4	6	6	6	6	6	6	6	6	6
B8 Rail-bus	2	4	5	5	5	5	5	5	5	5	5
TOTAL REVENUE	4	7	11	16	25	34	43	52	70	79	84
COSTS (£'000)											
Bus service operation	80	80	80	80	80	120	120	120	120	120	120
NET COSTS	80	80	80	80	80	120	120	120	120	120	120
SURPLUS (£'000)											
Surplus / Loss	-76	-73	-69	-64	-55	-36	-77	-68	-50	-41	-36
CUMULATIVE SURPLUS / LOSS	-76	-149	-218	-282	-337	-423	-500	-568	-618	-659	-695
FUNDING (£'000)											
Total Funding Required											695
Year of Peak Funding											2030

- 5.3. Table 4 shows demand and revenue increasing as develop continues, but that the service is loss-making even on completion of build out. Total funding of £695k would be required during the build-out period and ongoing support of £36k per year would be needed to sustain the service. However, these results do not take account of any payment by a prospective end-user(s) towards the upkeep of the service: for example, if such a party(ies) contributed £20k per year towards the all-day service, once introduced, this would reduce the funding during build-out to £575k and the ongoing shortfall to £16k per year. Alternatively, the shortfall could be covered by allocation of part of the service charge levied on development occupiers.

6. SENSITIVITY ANALYSIS

- 6.1. The results shown in Table 4 are based on the assumptions set out previously in this note, of which mode share and fare are particularly important. Sensitivity analysis has therefore been conducted on both factors to test alternative scenarios.
- 6.2. Table 5 shows the impact of bus mode share increasing to 4%, with rail unchanged at 3%.

Table 5: Sensitivity Test: Bus Mode Share of 4% on Annual Costs, Revenue and Funding

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
REVENUE (£'000)											
B1 Bus only	0	0	0	3	10	16	22	29	41	48	51
B1 Rail-bus	0	0	0	2	7	11	15	20	28	33	35
B8 Bus only	3	5	8	8	8	8	8	8	8	8	8
B8 Rail-bus	2	4	5	5	5	5	5	5	5	5	5
TOTAL REVENUE	4	9	13	18	29	40	51	61	83	93	99
COSTS (£'000)											
Bus service operation	80	80	80	80	80	120	120	120	120	120	120
NET COSTS	80	80	80	80	80	120	120	120	120	120	120
SURPLUS (£'000)											
Surplus / Loss	-76	-71	-67	-62	-51	-80	-69	-59	-37	-27	-21
CUMULATIVE SURPLUS / LOSS	-76	-147	-214	-275	-326	-407	-476	-535	-572	-599	-620
FUNDING (£'000)											
Total Funding Required											620
Year of Peak Funding											2030

- 6.3. Table 5 shows that a 4% bus mode share, if achieved, would reduce funding during build-out by £75k, from £695k to £620k. Ongoing support would fall to £21k per year; if a prospective end-user contribution of circa £20k per year was realised, the service would be almost at break-even and total funding during build-out would reduce to £500k.
- 6.4. Sensitivity of the findings to fares has also been tested. Table 6 shows the impact of a 20% increase in the assumed fares, to £1.20 for High Brooms and £1.80 for Tonbridge.

Table 6: Sensitivity Test: Fares Raised by 20% on Annual Costs, Revenue and Funding

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
REVENUE (£'000)											
B1 Bus only	0	0	0	3	9	14	20	26	37	43	46
B1 Rail-bus	0	0	0	3	8	13	18	23	34	39	42
B8 Bus only	2	5	7	7	7	7	7	7	7	7	7
B8 Rail-bus	2	4	6	6	6	6	6	6	6	6	6
TOTAL REVENUE	4	9	13	19	30	41	52	63	84	95	101
COSTS (£'000)											
Bus service operation	80	80	80	80	80	120	120	120	120	120	120
NET COSTS	80	80	80	80	80	120	120	120	120	120	120
SURPLUS (£'000)											
Surplus / Loss	-76	-71	-67	-61	-50	-79	-68	-57	-36	-25	-19
CUMULATIVE SURPLUS / LOSS	-76	-147	-213	-275	-325	-404	-473	-530	-566	-590	-610
FUNDING (£'000)											
Total Funding Required											610
Year of Peak Funding											2030

- 6.5. Table 6 shows that a 20% increase in assumed fare would reduce funding during build-out by £85k, from £695k to £610k. Ongoing support would fall to £19k per year; if a prospective end-user contribution of circa £20k per year was realised, the service would be at break-even and total funding during build-out would reduce to £490k.

- 6.6. Finally, the two sensitivity tests have been combined and the results are shown in Table 7. This is the impact of a rise in bus mode share to 4% and an increase in assumed fares of 20% to £1.20 for High Brooms and £1.80 for Tonbridge.

Table 7: Sensitivity Test: Bus Mode Share of 4% and Fares Raised by 20% on Annual Costs, Revenue and Funding

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
REVENUE (£'000)											
B1 Bus only	0	0	0	4	11	19	27	34	50	57	61
B1 Rail-bus	0	0	0	3	8	13	18	23	34	39	42
B8 Bus only	3	6	9	9	9	9	9	9	9	9	9
B8 Rail-bus	2	4	6	6	6	6	6	6	6	6	6
TOTAL REVENUE	5	10	16	22	35	48	61	73	99	112	118
COSTS (£'000)											
Bus service operation	80	80	80	80	80	120	120	120	120	120	120
NET COSTS	80	80	80	80	80	120	120	120	120	120	120
SURPLUS (£'000)											
Surplus / Loss	-75	-70	-64	-58	-45	-72	-59	-47	-21	-8	-2
CUMULATIVE SURPLUS / LOSS	-75	-144	-209	-267	-312	-384	-443	-490	-511	-519	-520
FUNDING (£'000)											
Total Funding Required											520
Year of Peak Funding											2030

- 6.7. Table 7 shows that the combined impact of a 4% bus mode share and a 20% increase in assumed fares would reduce the funding required during build-out to £520k with the service then almost at break-even, with an annual ongoing loss of £2k per year.
- 6.8. If a prospective end-user contribution of circa £20k per year was realised, the service would be in surplus and total funding during build-out would reduce to £400k.

7. CONCLUSIONS

- 7.1. This Note has set out a proposal for a shuttle bus service connecting the development site at Longfield Road, Tunbridge Wells with Tonbridge and High Brooms rail stations.
- 7.2. The shuttle would operate with one minibus, initially during the morning and evening peak periods (0700 to 1000 and 1600 to 1900) and subsequently on an all-day basis.
- 7.3. On the basis of the cost, demand and fares assumptions set out in the note, funding of £695k would be required to support the service during development build-out. Thereafter there would be an annual shortfall of £36k between costs and revenue. This relatively moderate sum could, potentially, be funded through the service charge levied on occupiers.
- 7.4. Sensitivity analysis shows that an increase in bus mode share from 3% to 4% would reduce funding during development build-out to £620k, with an ongoing annual shortfall of £21k.
- 7.5. Similarly, an increase of 20% in assumed fare would reduce funding during development build-out to £610k, with an ongoing annual shortfall of £19k.
- 7.6. A combination of a 4% bus mode share and a 20% increase in assumed fare would reduce funding during development build-out to £520k, with an ongoing annual shortfall of £2k.

TECHNICAL NOTE



- 7.7. Net costs would be reduced in all scenarios if a contribution was obtained from a prospective end-user. For example, a £20k annual contribution to the all-day service would reduce funding during development build-out by £120k; this would mean that a combination of a 4% bus mode share and a 20% increase in assumed fare would reduce funding during development build-out to £400k with the service in surplus thereafter.