



West Midlands
Interchange

Four Ashes Ltd



Ministry of Housing,
Communities &
Local Government

Sarah Fabes
Lichfields,
14 Regent's Wharf,
All Saints Street,
London, N1 9RL

Our ref: APP/D5120/W/17/3184205 &
APP/T2215/W/17/3184206.
Your ref: NLP-DMS.FID299507

7th May 2019

Dear Madam

**TOWN AND COUNTRY PLANNING ACT 1990 – SECTION 78
APPEALS MADE BY ROXHILL DEVELOPMENTS LIMITED
LAND ADJACENT TO THE SOUTHEASTERN TRAIN DEPOT, MOAT LANE, SLADE
GREEN, ERITH
APPLICATION REF: 15/02673/OUTEA and DA/15/01743/OUT**

1. I am directed by the Secretary of State to say that consideration has been given to the report of Mr I Jenkins BSc CEng MICE MCIWEM who held a public local inquiry between 19 June and 27 September 2018 into your client's appeals against the decisions of London Borough of Bexley, as directed by the Mayor of London, and Dartford Borough Council to refuse your client's application for planning permission for a cross-boundary outline application for the demolition of existing buildings and redevelopment to provide a strategic rail freight interchange comprising a rail freight intermodal facility, warehousing, new access arrangements from Moat Lane, associated HGV, car, cycle parking, landscaping, drainage, and associated works (within London Borough of Bexley). Creation of a new access road from the existing A206/A2026 roundabout, incorporating a bridge over the River Cray, landscaping and associated works (within Dartford Borough Council) in accordance with application ref: 15/02673/OUTEA and DA/15/01743/OUT dated 20 November 2015.
2. On 7 November 2017 these appeals were recovered for the Secretary of State's determination, in pursuance of section 79 of, and paragraph 3 of Schedule 6 to, the Town and Country Planning Act 1990.

Inspector's recommendation and summary of the decision

3. The Inspector recommended that the appeals be dismissed, and planning permission be refused.
4. For the reasons given below, the Secretary of State agrees with the Inspector's conclusions, and agrees with his recommendation. He has decided to dismiss the appeals and refuse planning permission. A copy of the Inspector's report (IR) is

the appellant, that the area to the side of the gantry crane would be likely to be required for manoeuvring/loading by reachstackers or for container storage⁵⁷¹. Nonetheless, whilst therefore, it would be likely to be necessary to provide HGV parking space outside the intermodal area in addition to the proposed 25 vehicle layby, given that the scheme is in outline, this could be secured through the imposition of a suitable condition [11.2.33-34].

15.5.37. Nevertheless, overall, I share the view of KCC that during incidents the scheme would inevitably exacerbate existing periods of delay and congestion on the approach to the existing river crossing (particularly the north-bound tunnels) and specifically at local M25 junctions 1A and 1B and nearby local roads [8.3.9, 8.3.12]. **Having had regard to Mr Findlay's estimates of flows along the route between the site and junction 1A, I consider that the proposal would be likely to have a material, albeit limited, adverse impact, adding to severe conditions.**

Mitigation

Junction 1A

15.5.38. The DBC s106 secures, amongst other things, a contribution of £800,000 to be used for feasibility assessment/works to improve junction 1A. In light of the circumstances I have identified above, I consider that it meets the tests of planning obligations set out in the Framework. However, KCC has made clear that improvements are likely to be limited to smoothing traffic flow, as opposed to building in any significant new capacity to cater for future growth/demand [8.3.20.a), 11.4.18.a), 14.1.8]. In my view, its provision does not alter the findings set out above.

The Transport Management Plan (TMP)

15.5.39. As I have acknowledged, the Freight Management Plan (FMP) section of the TMP seeks to a) limit the number of HGVs associated with the appeals site that use junctions 1A and 1B of the A282/M25 at peak times (HE cap); and, confine HGV traffic to and from the site to the A206, rather than through Dartford town centre using Burnham Road (with certain exceptions) [8.3.20b)].

15.5.40. The means of monitoring compliance with these requirements would through the use of an Automatic Number Plate Recognition (ANPR) system to be installed at the site entrance as well as at a number of points around the network. I acknowledge that provision of such a system is likely to be technically feasible and I am content that the DBC s106 includes adequate safeguards to ensure that the system is maintained. The Highway Authorities have not objected to the proposed arrangements. Under the terms of the TMP, the data generated would be reported periodically by the TMP Manager to the TMP Steering Group, which would comprise LBB, DBC, KCC, HE and Howbury Park Limited (HPL). The TMP indicates that fines would be imposed for non-compliance.

15.5.41. I consider it is conceivable, rather than suffer delays resulting from the restrictions, an operator may determine that it would be worth breaching the restrictions and incurring the fine set out in the TMP in the interests of

⁵⁷¹ INQ/54 APP/RAIL/6 appendix C, INQ/72 APP/RAIL/7 Appendix A.

restrictions, delaying their onward journeys. Whether waiting onsite or queuing on the highway, such frequent restrictions would be unlikely to be viewed as convenient by the drivers of those vehicles, their employers or the businesses they serve⁶⁰⁵ [7.4.31e., 8.3.20]. Furthermore, such circumstances contrast starkly with the **'just in time' approach experienced at other SRFIs, which according to the appellant involves drivers arriving as close as possible to scheduled delivery or collection times for containers and short turn-around times on site, in order to avoid loss of productive driving time⁶⁰⁶**; and,

- Overall, having regard to both non-incident and incident related highway conditions, the residual cumulative impact of the development on the local road network would be severe, with particular reference to congestion.

15.8.13. In light of the above findings, even if the rail route to/from Howbury Park were to be considered adequate, freight would be delivered to/collected from a location where the local highway network would be prone to congestion and the route used by the majority of HGVs, to/from the north of the Dartford Crossing, would be likely to be disrupted by frequent incidents. Notwithstanding the proximity of the appeals site to the M25 and **a number of major 'A' roads** and contrary to the view of the appellant and the LBB⁶⁰⁷, in my judgement, the proposed facilities would not benefit from **'good road access', which the NPSNN indicates that** SRFIs facilities should have in order to facilitate modal shift from road to rail.

15.8.14. Insofar as the letters of support for the appeals proposal from Maritime Transport Limited, GB Railfreight and the Rail Freight Group (RFG) express a view that the appeals site is in an attractive location for a SRFI, I give them little weight, as they do not acknowledge any of the access issues identified above [7.4.24, 11.1.3.f, 11.2.20.b-c., 13.3.9].

15.8.15. **The NPSNN indicates that 'because the vast majority of freight in the UK is moved by road, the proposed new rail freight interchanges should have good road access, as this will allow rail to effectively compete with, and work alongside, road freight to achieve modal shift to rail'**. In that context, I consider it unlikely that the road links relied on by Howbury Park would encourage a significant move away from road haulage [11.2.23.a, 11.2.29-30, 32]. Against this background, I give little weight to the LTP4 assessment that a SRFI at Howbury Park would potentially remove significant numbers of HGVs from the road network [6.5.2].

Conclusions

15.8.16. I conclude that the appeals proposal would exhibit a number of the locational and physical characteristics of SRFIs, set out in the NPSNN, gaining some support from LP Policy 6.14. However, in respect of transport links, the NPSNN indicates that *'in all cases it is essential that these*

⁶⁰⁵ INQ/102 Transport Management Plan page 35 para 14.5.1-2.

⁶⁰⁶ CD/1.30 supplementary Environmental Statement (2016) Appendix 3 Appendix G page 9/12 point 12.

⁶⁰⁷ CD/6.1 para 6.5.

Dated: 12 OCTOBER 2018

- (1) The Trustees of the Russell Stoneham Estate
- (2) Bexley Land Restoration Limited
- (3) Howbury Park GP Limited and Howbury Park SPV Limited (on behalf of The Howbury Park Limited Partnership)
- (4) The Mayor and Burgesses of the London Borough of Bexley

Deed

made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) relating to development of land adjacent to South Eastern Trains Depot, Slade Green, Bexley, Kent, known as Howbury Park

I, [REDACTED]
certify that this is a true and complete copy
of the original document

Signed [REDACTED]
Solicitor

Dated 12/10/2018
Womble Bond Dickinson (UK) LLP
1 Whitehall Riverside
Leeds LS1 4BN

THIS DEED is made on

12 OCTOBER

2018

BETWEEN

- (1) **COLIN MACHLACHLAN RUSSELL STONEHAM** of ~~Peltings Park, Nr Wrotham, Kent~~ and **DESMOND JOHN RUSSELL STONEHAM** of Highleaze House, Oare, Nr Marlborough, Wiltshire SN8 4JE and **JOHN RUSSELL STONEHAM** of ~~Rack Close, Highfield Lane, Thursley, Nr Godalming, Surrey~~ being the **TRUSTEES OF THE RUSSELL STONEHAM ESTATE** ("the Trustees"); ^{c/o Stanford Park Estate, Stanford Park Farm, Park Lane, Stanford in the Vale, Oxfordshire SN7 8P} ^{Roundels Farm, Roundels Lane, Mableton, Surrey GU8 4EA}
- (2) **BEXLEY LAND RESTORATION LIMITED** (Company Registration Number 2567935) whose registered office is situated at Howbury Grange, Slade Green Erith, Kent, DA8 2NE ("BLR");
- (3) **HOWBURY PARK GP LIMITED** (Company Registration Number 10308927) and **HOWBURY PARK SPV LIMITED** (Company Registration Number 10310141) (**ON BEHALF OF THE HOWBURY PARK LIMITED PARTNERSHIP** (Registered Number LP017643)) both of whose registered office is situated at Lumonics House, Valley Drive, Swift Valley Industrial Estate, Rugby, Warwickshire CV21 1TQ ("HPL");and
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BEXLEY** of Civic Offices, 2 Watling Street , Bexleyheath, Kent DA6 7AT ("LBB").

RECITALS

- A. The Applicant has by means of the Applications applied to the LBB and DBC for the Permissions
- B. Most of the Application Land is situated within the London Borough of Bexley and the remainder is situated within the Borough of Dartford and in the County of Kent
- C. LBB is the local planning authority and the highway authority by whom the obligations contained herein are enforceable which bind the Bexley Obligation Land and the Marshes Trust Land
- D. Planning obligations which bind the Dartford Obligation Land and which are enforceable by KCC and/or DBC are dealt with in a separate agreement
- E. The Trustees are the owners of the freehold interest in those parts of the Application Land which are registered with the Land Registry under title registration numbers K754172, K380498 and SG773431 and are the proprietors of registered charges over the land registered with the Land Registry under title registration number SGL558793 dated 11 December 1996, 1 October 1997, 12 February 1998 and 2 December 1998.
- F. BLR is the owner of the freehold interest in that part of the Application Land which is registered with the Land Registry under title registration number SGL558793
- G. HPL is the beneficiary of an agreement for sale (novated to it by the Applicant on 6 January 2017) in respect of the land registered with the Land Registry under title registration numbers K754172, K380498 and SGL558793 dated 12 November 2014 and made between

WBD

(1) The Trustees (2) BLR and (3) the Applicant and is party to this Deed to acknowledge the planning obligations contained herein

H. LBB was directed by the Mayor of London to refuse Application 1 and the decision letter refusing permission was issued on 20 July 2017

I. The Applicant has submitted the Appeal to the Secretary of State for his determination.

NOW THIS DEED WITNESSETH as follows:-

1. STATUTORY AUTHORITY AND LIABILITY

1.1 This Deed is made pursuant to:-

- (a) Section 106 of the Act;
- (b) Section 111 of the Local Government Act 1972; and
- (c) all other enabling powers

1.2 This Deed contains planning obligations under the Act and the obligations in the Third, and Fifth Schedules shall be binding on the Bexley Obligation Land and the obligations in the Fourth Schedule shall be binding on both the Marshes Trust Land and the Bexley Obligation Land and in each case enforceable against the Owners and their successors in title and any persons otherwise deriving title from the respective Owner.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Deed the following words and expression shall where the context admits have the following means:-

"Act"	means the Town and Country Planning Act 1990 as amended or re-enacted from time to time;
"Appeal"	means the appeal submitted to the Secretary of State pursuant to section 78 of the Act against the refusal of the Applications and allocated appeal references APP/D5120/w/17/3184205 and APP/T2215/W/17/3184206;
"Applicant"	means Roxhill Developments Limited of Lumonics House, Valley Drive, Swift Valley Industrial Estate, Rugby, Warwickshire CV21 1TQ;
"Application 1"	means the application in respect of the Development submitted to LBB on 20 November 2015 and given reference 15/02673/OUTEA;

"Application 2"	means the application in respect of the Development submitted to DBC on 20 November 2015 and given reference 15/01743/OUT;
"Applications"	means Application 1 and Application 2;
"Application Land"	means the land to which the Applications relate and which is shown edged red on the Plan;
"Bexley Obligation Land"	means that part of the Application Land within the London Borough of Bexley shown coloured blue on the Plan which is contained within title SGL558793 and is part of land within title number SG773431; <div style="text-align: center;"> \downarrow \wedge </div>
"Bus Stops Contribution"	means the sum of Thirty Five Thousand Pounds (£35,000.00) payable by the Owners to LBB in accordance with paragraph 2.1 of the Second Schedule for the provision of enhancements to the bus stops on Forest Road, Whitehall Lane, Hazel Road and Howbury Lane;
"Commencement"	means the carrying out on the Application Land of a Material Operation pursuant to either of the Permissions and " Commence " shall be construed accordingly;
"Community Liaison Group"	means a group comprising representatives of the Owners, LBB, local residents (and other groups as agreed between the Owners and LBB) to enable regular discussion on the progress of the Development the purpose of which shall be to monitor the implementation of the Development in a manner consistent with the conditions attached to the Planning Permission and the provisions of this Deed with the exception of the matters governed by the Transport Management Plan which are overseen by the Steering Group;
"Contributions"	means collectively the Bus Stops Contribution, the Legible London Signage Contribution, the Noise Mitigation Contribution, the Transport Plan Monitoring Contribution and the Travel Plan Fund;
"the Councils"	means KCC, LBB and DBC;
"DBC"	means Dartford Borough Council of Civic Centre Home Gardens Dartford Kent DA1 1DR;

W&P

"Dartford Obligation Land"	means that part of the Application Land within the Borough of Dartford shown coloured yellow on the Plan which is contained within titles K380498 and K754172;
"Development"	means the development of the Application Land comprising (within London Borough of Bexley) the demolition of existing buildings and redevelopment to provide a strategic rail freight interchange comprising a rail freight intermodal facility, warehousing, new access arrangements from Moat Lane, new access arrangements from Bexley Byway 103, new access arrangements west of/including part of a bridge over the River Cray, associated HGV, car and cycle parking, landscaping, drainage, and associated works, and (within Dartford Borough) the creation of a new access road from the existing A206/A2026 roundabout, incorporating part of a bridge over the River Cray, landscaping and associated works;
"Development Plot"	means a plot upon which a warehouse is erected as part of the Development;
"Expert"	means a person of at least 15 years post qualification experience in the subject matter of the dispute;
"HE"	means Highways England Company Limited (company number 09346363), whose registered office is at Bridge House, Walnut Tree Close, Guildford, GU1 4ZZ, appointed as highway authority for the highways specified in article 2 of the Appointment of a Strategic Highways Company Order 2015 or any successor body;
"HGV"	means all goods vehicles travelling to or from the Application Lands with a gross weight in excess of 3.5 tonnes;
"HGV Monitoring and Management Protocol"	means the HGV Monitoring and Management Protocol contained in Chapter 16 of the Transport Management Plan or the equivalent Chapter in the Transport Management Plan following any review thereof;

"Intermodal Terminal"	means the rail freight intermodal facility to be constructed as part of the Development;
"KCC"	means Kent County Council of County Hall Maidstone Kent ME14 1XQ;
"Legible London Signage Contribution"	means the sum of Six Thousand Nine Hundred and Twenty Nine Pounds (£6,929.00) payable by the Owners to LBB in accordance with paragraph 3.1 of the Second Schedule towards the installation of map based signage at Slade Green Station and finger post signs to enable pedestrians and cyclists to navigate to the Development;
"LGV"	means all goods vehicles travelling to or from the Application Lands with a maximum gross weight of up to 3.5 tonnes;
"Marshes Management Company"	<p>means a limited company registered at Companies House to be formed by the Owners for the purposes carrying out future maintenance of the Marshes Trust Land and:-</p> <ol style="list-style-type: none"> 1. which is to be incorporated in England and Wales 2. which has its registered office in England or Wales; and 3. whose primary objects permit it to maintain and renew the Marshes Trust Land;
"Marshes Drainage Strategy"	means a strategy to be agreed with LBB to provide for holding and releasing water at a given rate to maintain water levels within the Marshes Trust Land and avoid dry conditions during summer and flash flood inundation during winter;
"Marshes Drainage Strategy Sum"	means the sum of Eight Hundred Thousand Pounds (£800,000.00) over and above the costs of a hard engineering drainage solution;
"Marshes Initial Works"	means the initial works to be undertaken upon the Marshes Trust Land to facilitate and which shall include (but not be limited to) the following works:

	<ul style="list-style-type: none"> - ditches clearance - signage and interpretation boards - footpath and fencing repairs;
"Marshes Initial Works Sum"	means the sum of Two Hundred Thousand Pounds (£200,000.00);
"Marshes Management Plan"	means the plan for the management and future maintenance of the Marshes Trust Land contained in Annex 1 to the Third Schedule as may be amended pursuant to any review carried out in accordance with paragraph 1.3.7 of the Third Schedule;
"Marshes Management Sum"	means the sum of One Million Four Hundred and Fifty Thousand Pounds (£1,450,000.00);
"Marshes Trust Land"	means the land shown coloured green on the Plan being part of the land with title number SG773431;
"Material Operation"	<p>means an operation as defined in Section 56(4) of the Act save that for the purposes of this Deed the following shall not constitute a material operation:-</p> <ul style="list-style-type: none"> (a) site clearance (b) earthworks (c) demolition of existing buildings (d) archaeological investigation (e) assessment of contamination (f) remedial action in respect of contamination (g) the erection of fences or other means of enclosures for site security (h) the diversion and laying of services (i) the erection of a site compound or site office or temporary buildings or structures (j) landscape works;
"Moat Lane and Leycroft Gardens Properties"	means numbers 71 and 73 Moat Lane and numbers 1, 2 and 3 Farm Cottages, and numbers 20, 22, 24, 26, 28, 64, 66, 68, 70, 72, 74, 76, 78 and 80 Leycroft Gardens;

"Noise Mitigation Contribution"	means the sum of Nine Thousand Pounds (£9,000.00) for each of the Moat Lane and Leycroft Gardens Properties;
"Occupation"	means the first occupation of a warehouse or the intermodal terminal for the purposes authorised by the Permissions except occupation for construction fitting out, marketing or security purposes and "Occupy" shall be construed accordingly;
"Owners"	means together the Trustees and BLR and "Owner" shall be construed accordingly;
"Permission 1"	means the planning permission to be issued by the Secretary of State in respect of Application 1 pursuant to his determination of the Appeal;
"Permission 2"	means the planning permission to be issued by the Secretary of State in respect of Application 2 pursuant to his determination of the Appeal;
"Permissions"	means together Permission 1 and Permission 2 or the Single Permission;
"the Plan "	means the plan marked as such contained in the First Schedule;
"Section 73 Consent(s)"	means any subsequent planning permission granted pursuant to an application made under Section 73 of the Act to develop the Bexley Obligation Land or the Dartford Obligation Land without complying with a condition(s) imposed on Permission 1 or Permission 2 or the Single Permission;
"Secretary of State"	means the Secretary of State for the Ministry of Housing, Communities and Local Government from time to time charged with determining the Appeal;
"Shuttle Bus Service"	means a private employee shuttle bus service operating between the Application Land and Slade Green railway station (and any other locations agreed as part of the Shuttle Bus Strategy) which shall enable employees of the Development to utilise sustainable transport opportunities and reduce car trips to the Application Land;

"Shuttle Bus Strategy"	means a strategy for the provision of the Shuttle Bus Service derived from the likely staff choices and staff travel surveys the aim of such strategy being to maximise the number of employees served by the Shuttle Bus Service and ensure efficient routes to reduce unnecessary single occupancy car trips as provided for in the Transport Management Plan;
"Signage Strategy"	means the signage strategy set out in Figure 15.1 of the Transport Management Plan (or the equivalent Figure in the Transport Management Plan following any review thereof) or such alternative strategy as may be agreed with KCC and LBB;
"Single Permission"	means a single planning permission issued by the Secretary of State covering both Applications;
"Statutory Undertaker"	means any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;
"Steering Group"	means the Steering Group as described in the Transport Management Plan and paragraph 1.5 of the Fourth Schedule;
"Sustainable Travel Measures"	means the measures set out in the Transport Management Plan or any other measures the Steering Group considers will assist in achieving more sustainable travel and managing the impact on the transport network and local environment;
"Transport Fund"	means an account maintained by LBB into which all financial penalties collected by the Transport Management Plan Manager in accordance with paragraph 16.7 of the Transport Management Plan (or the equivalent paragraph in the Transport Management Plan following any review thereof) and any Vehicle Monitoring System Penalty which falls due shall be paid and thereafter utilised for the purposes described in the Transport Management Plan;
"Transport Management Plan"	means the Transport Management Plan (Revision 8) produced by WSP dated 25 September 2018

	annexed to the Fourth Schedule as amended from time to time in accordance with paragraph 1 of the Fourth Schedule;
"Transport Management Plan Manager"	means the Transport Management Plan Manager as described in the Transport Management Plan;
"Transport Management Plan Monitoring Contribution"	means: <ul style="list-style-type: none"> a) for the period being the first five years from the date which is three months from the first Occupation, Two Thousand Five Hundred Pounds (£2,500.00) per year; and b) for the period being the five years immediately following the period at (a) above, Five Thousand Pounds (£5,000.00) per year;
"Travel Plan Fund"	means the sum of Twenty Five Thousand Pounds (£25,000.00) per annum for the period of ten years from first Occupation;
"Vehicle Monitoring Scheme"	means a detailed scheme for the location, installation and operation of a Vehicle Monitoring System in accordance with the general principles contained within the Transport Management Plan and the Fourth Schedule;
"Vehicle Monitoring System"	means a system of automatic number plate recognition (or other system agreed in writing between the Owners and the Council) to facilitate focussed monitoring of specific types and numbers of vehicles going to or from the Development to be funded by the Owners as provided for in the Transport Management Plan and the Fourth Schedule;
"Vehicle Monitoring System Penalty"	means a payment of £10,000 to be paid into the Transport Fund in the circumstances set out in paragraph 1.6 of the Fourth Schedule;
"Warden"	means a person or persons to be engaged by the Marshes Management Company for the purposes of the implementation of the Marshes Initial Works and for the management and maintenance of the Marshes Trust Land in accordance with the

	Marshes Management Plan which person shall for the avoidance of doubt i be a direct employee or self-employed or a contractor: and ii shall be engaged on a part time basis proportionate to the tasks required of the Warden both as the Marshes Management Company sees fit;
"Warden Supplement"	means the sum of Fifty Thousand Pounds (£50,000.00) such sum to be utilised for the employment of the Warden to assist in the early implementation of the measures for the management and maintenance of the Marshes Trust Land (in particular the Marshes Initial Works).

- 2.2 Wherever the context so admits the following words and phrases in this Deed shall have the meanings attributed to them:-
- 2.2.1 The singular shall include the plural and vice versa;
- 2.2.2 The masculine gender shall include the feminine and vice versa;
- 2.2.3 Any words denoting natural person shall include legal persons and vice versa;
- 2.2.4 The reference to any statute or section of a statute includes any statutory re-enactment or modification;
- 2.2.5 "Working Day" means any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.
- 2.2.6 References to the Deed includes the Schedules.
- 2.3 Any covenant by the Owners or HPL to do any act or thing prior to a specified date or occurrence shall be deemed to include a covenant not to cause permit suffer or procure the doing of that act or thing prior to the satisfaction of the relevant covenant.
- 2.4 Any covenant given or made in this Deed shall be deemed to be given or made by the covenantor on behalf of itself and its successor in title and any person deriving title from the covenantor in accordance with section 106(3) of the Act.
- 2.5 In the event that a Section 73 Consent is granted and LBB, KCC, DBC and the Owners all agree references to "Permission 1" or "the Single Permission" (as applicable) in this Deed shall be deemed also to be references to that Section 73 Consent.

3. **GENERAL CLAUSES**

3.1 All provisions of this Deed with the exception of this clause and clause 11 (legal costs) are conditional upon the Secretary of State granting the Permissions pursuant to the Appeal.

3.2 No obligations or liabilities arising under this Deed shall be enforceable against:-

3.2.1 a mortgagee of any purchasers lessees or occupiers of an individual warehouse or the intermodal terminal (or a receiver appointed by such mortgagee); or

3.2.2 a Statutory Undertaker which has an interest in any part of the Marshes Trust Land and/or the Bexley Obligation Land for the purposes of its undertaking.

3.3 No person shall be liable for a breach of covenant contained in this Deed after they shall have parted with all their interest in the land to which the covenant relates (or the part in respect of which any such breach has occurred) but without prejudice to liability for any subsisting breach prior to their parting with such interest.

3.4 If one or both of the Permissions is subsequently revoked quashed or withdrawn (with or without the consent of the Owners) or expires before Commencement this Deed shall cease to have any effect.

3.5 HPL shall not be liable in respect of any of the obligations in this Deed save for clause 11 (legal costs) unless and until they acquire a legal interest in the Marshes Trust Land and/or the Bexley Obligation Land not being an option to purchase or conditional contract.

4. **OWNERS' COVENANTS**

4.1 The Owners and (subject to clause 3.5) HPL covenant with LBB so as to bind the Bexley Obligation Land:

4.1.1 to comply with the obligations contained in the Second, Third and Fourth Schedules; and

4.1.2 to give written notice of Commencement to LBB no later than 28 (twenty eight) Working Days prior to the anticipated date of Commencement

4.1.3 to give written notice of the anticipated date of Occupation to LBB no later than three months prior to such anticipated date of Occupation

4.2 The Owners and (subject to clause 3.5) HPL covenant with LBB so as to bind the Marshes Trust Land to comply with the obligations contained in the Third Schedule

5. **LBB COVENANTS**

5.1 LBB covenants with the Owners and HPL to comply with the obligations contained in the Fifth Schedule.

6. REGISTRATION AS LOCAL LAND CHARGE

6.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered as such.

7. NON-FETTER OF STATUTORY POWERS

7.1 Nothing in this Deed will fetter or prejudice the ability of LBB in the discharge of any of its statutory functions (either as local planning authority or otherwise) arising out of any provision of this Deed or otherwise in respect of the Development.

8. LEGAL CHALLENGE

8.1 In the event that any part of this Deed may be subject to challenge, review, deletion or otherwise rendered null/void or voidable the balance of the said Deed shall remain in full force and effect.

9. INTEREST

9.1 Should any of the sums payable under this Deed be more than 28 days in arrears then the sum payable shall attract interest calculated at a rate of 4% per annum above the Bank of England base rate on a daily basis from the first day after it has become due.

10. INDEXATION

10.1 Unless otherwise stated to the contrary all Contributions and other sums payable under the terms of this Deed by the Owners to LBB or otherwise due to LBB under the provisions of this Deed will subject to the provisions of this clause be subject to increase by application of the principles of indexation as set out in the following parts of this clause.

10.2 For the purposes of applying indexation the index will mean the Building Cost Information Service All-in Tender Price Index (TPI) as published by the Royal Institution of Chartered Surveyors (or in the event that such index ceases to be published then in its place such reasonably equivalent index as LBB shall specify).

10.3 The relevant Contribution will be increased by an amount equivalent to the percentage difference between the relevant published index current as at 20 April 2017 and the relevant published index current at the date of payment.

11. LEGAL COSTS

11.1 HPL shall pay to LBB prior to completion of this Deed its reasonable and proper legal costs incurred in the preparation, negotiation and completion of this Deed.

12. THIRD PARTY RIGHTS

12.1 The parties hereto do not intend that any third parties will acquire any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 under any part of this Deed.

13. NOTICES

13.1 Any notice required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class 'signed for' post:-

13.1.1 in the case of the Owners to the addresses given at the start of this Deed;

13.1.2 in the case of HPL to the Company Secretary at the address given at the start of this Deed;

13.1.3 in the case of LBB to the Head of Development Management at the address given at the start of this Deed;

or such other address as any party may notify to the other in writing from time to time.

13.2 Within ten Working Days of the completion of the transfer or grant of any interest in the Application Land the Owners shall serve notice upon LBB giving details of the transferee's or grantee's name and address together with details of the site to which the interest applies.

13.3 The requirement to serve notice upon LBB as stipulated in clause 13.2 shall cease as soon as all of the obligations under this Deed have been complied with and LBB have so acknowledged in writing.

14. DISPUTE RESOLUTION

14.1 Any dispute or disagreement arising under this Deed which has been identified in writing by one party to the others and which has not been resolved within 20 Working Days, or in the case of a dispute or disagreement relating to the Transport Management Plan 10 Working Days, may be referred by any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.

14.2 The following provisions and terms of appointment shall apply to such disputes or disagreements:-

14.2.1 the Expert shall be agreed between the parties or in default of agreement within 10 Working Days of expiry of the period referred to in clause 14.1 above or in the case of a dispute or disagreement relating to the Transport Management Plan 5 Working Days, appointed by the President of the Royal Institution of Chartered Surveyors at the request of any party to the dispute;

14.2.2 if any party so requires (and notifies the other parties within 3 Working Days of the Expert's appointment) the matter shall be dealt with by oral hearing such hearing to take place within 20 Working Days of the Expert's appointment or in the case of a dispute or disagreement relating to the Transport Management Plan 10 Working Days, (or other timescale agreed between the parties);

14.2.3 if no party requires the matter to be dealt with by oral hearing:-

14.2.3.1 the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of the Expert's appointment or in the case of a dispute or

disagreement relating to the Transport Management Plan 10 Working Days of the Expert's appointment;

14.2.3.2 the other parties shall have 20 Working Days from the receipt of such written submission or in the case of a dispute or disagreement relating to the Transport Management Plan 10 Working Days, (or such extended period as the Expert shall allow) to respond;

14.2.3.3 the Expert shall disregard any representations made out of this time;

14.2.3.4 the Expert shall make his decision within 20 Working Days of the close of the oral hearing or period for submissions of written representatives or in the case of a dispute or disagreement relating to the Transport Management Plan 10 Working Days;

14.2.3.5 the Expert's decision shall be in writing and give reasons for his decision; and

14.2.3.6 the Expert's fees shall be in the determination of the Expert.

14.2.4 This clause shall not apply to any issues involving a question of law.

14.3 In the event that any member of the Steering Group does not agree with the decision of the Steering Group or the directors of the Marshes Management Company cannot agree on a decision required of it under this Deed or the provisions of the Transport Management Plan / the Marshes Management Plan (as applicable) then the dispute shall be subject to the provisions set out in clauses 14.1 and 14.2 and in the case of the Transport Management Plan also clauses 14.4 and 14.5.

14.4 The Expert determining any dispute or difference relating to the decisions of the Steering Group shall have regard to:

14.4.1 the impact of the outcome of the decision on the safe and efficient movement of traffic;

14.4.2 the environmental consequences of the decision;

14.4.3 the impact of the decision on the viability of the Development;

14.4.4 the avoidance of disproportionate cost on the Development;

14.4.5 the effectiveness of measures designed to mitigate the impacts of the Development; and

14.4.6 any approval required from the relevant highway authority under statutory requirements.

14.5 HE as a member of the Steering Group shall be entitled to refer any dispute or difference it has with a decision of the Steering Group utilising the provisions of clauses 14.1 to 14.4 notwithstanding that it is not a party to this Deed and the parties shall deal with any reference to expert determination by HE under these provisions as if HE were a party to this Deed.

15. **APPROVALS/CONSENTS**

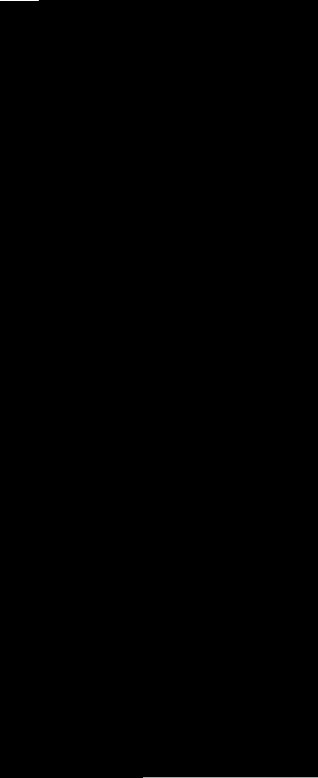
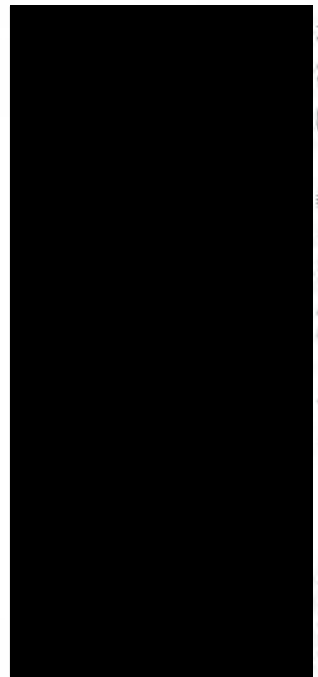
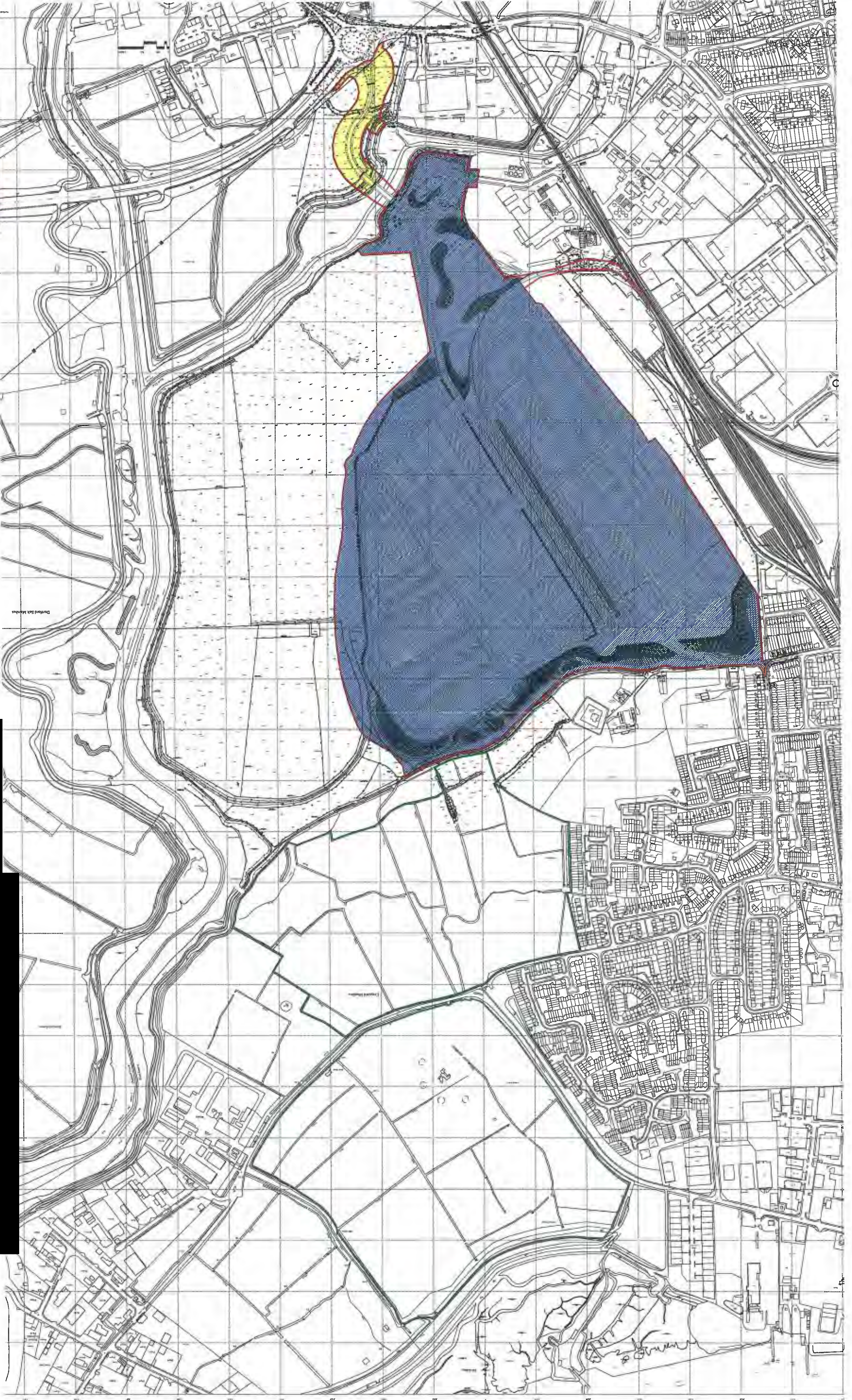
15.1 Where any approval, consent, agreement or the like is required to be given or is requested pursuant to the terms of this Deed it shall be in writing and no party shall unreasonably withhold or delay any such approval, consent, agreement or the like and shall act expeditiously.

**THE FIRST SCHEDULE
THE PLAN**

30777-E-035B	
PROJ. NO.	30777-E-035B
PROJ. NAME	HOWBURY PARK - KENT
CLIENT	ROXHILL DEVELOPMENTS LTD
SCALE	S 108 PLAN
DATE	15/05/2023




NO.	DATE	BY	DESCRIPTION
1	15/05/2023	AM	Issue for comment
2			



NOTES:

1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

2. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN CONSENT OF THE DESIGNER.

4. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS ARISING FROM THE USE OF THIS PLAN.

THE SECOND SCHEDULE
OWNERS' COVENANTS WITH LBB – NON-TRANSPORT MATTERS

The Owners and HPL hereby covenant with LBB so as to bind the Bexley Obligation Land as follows:

1. Noise Mitigation

1.1 Not to commence the Development (for the purposes of Section 54(4) of the Act) until the Owners have:

1.1.1 submitted to LBB a scheme detailing arrangements for the release of the Noise Mitigation Contribution to the owners of the Moat Lane and Leycroft Gardens Properties for the purposes of carrying out of noise insulation measures at their properties ("**the Noise Mitigation Scheme**").

1.1.2 paid the Noise Mitigation Contribution to LBB.

1.2 Within five Working Days of the payment of the Noise Mitigation Contribution to notify the owners of the Moat Lane and Leycroft Gardens Properties of the payment of the Noise Mitigation Contribution to LBB and to provide such owners with copies of the Noise Mitigation Scheme.

2. Bus Stops Contribution

2.1 To pay the Bus Stops Contribution to LBB prior to Occupation and not to cause or permit Occupation until the Bus Stops Contribution has been paid.

3. Legible London Signage Contribution

3.1 To pay the Legible London Signage Contribution to LBB prior to Occupation and not to cause or permit Occupation until the Legible London Signage Contribution has been paid.

4. Local Employment

4.1 Not less than 28 days prior to the date of Commencement to submit to LBB a scheme to provide an education and skills programme for local residents to train in a number of construction disciplines in order that people may complete an apprenticeship with both practical experience gained on the Development and with formal qualifications to be obtained by a way of link with local colleges through the Bexley Skills and Employment Partnership ("**the Local Employment Scheme**") such scheme to seek to provide 5 (five) apprenticeships together with details of the experience, skills and qualifications to be gained as part of the Local Employment Scheme

4.2 Prior to the date of Commencement to obtain LBB's written approval of the Local Employment Scheme and thereafter to implement the approved scheme during the construction of the Development.

- 4.3 From the date of Commencement and during the construction of the Development to register with 'Resources Plus' (an agency funded by LBB, the Department for Work and Pensions, the European Social Fund and the Skills Funding Agency to deliver programmes that help the unemployed residents of Bexley to find and obtain work) all employment vacancies (including vacancies arising from the need to recruit replacement staff) created in connection with the construction of the Development.
- 4.4 In the course of complying with its obligations under paragraphs 4.1 to 4.3 above to:
- 4.4.1 maintain a register of employment vacancies created in connection with the construction of the Development (the format of such register to first be approved in writing by Resources Plus) and to include details such as job description, person specification, length of contract and salary / benefits, which shall be regularly updated to show the progress made with filling the vacancies through the medium of Resources Plus; and
 - 4.4.2 provide Resources Plus with written evidence of local residents moving into the education and skills programme during construction.
 - 4.4.3 maintain regular contact with Resources Plus for up to 12 months after the date of the resident's job entry in order to enable Resources Plus to track individual progress and provide additional support where required; and
 - 4.4.4 provide to Resources Plus (on request) such further evidence relating to local residents' employment during the construction of the Development as is reasonably required.

5. **Community Liaison Group**

- 5.1 Prior to the date of Commencement to establish a Community Liaison Group in consultation with LBB.
- 5.2 The Community Liaison Group shall thereafter operate in accordance with the following provisions:
- 5.2.1 The Community Liaison Group shall from time to time make such recommendations (copied to both the Owners and LBB) as it thinks fit regarding measures to be taken to secure the implementation of the Permissions in accordance with the conditions attached thereto and the provisions of this Deed and the Owners shall be obliged to give consideration to such recommendations and advise the Community Liaison Group of any action it proposes to take in that regard.
 - 5.2.2 The Community Liaison Group will first meet not less than 28 days prior to Commencement and shall thereafter meet not less than once every 6 months (or such other period as may be agreed in writing between the Owners and LBB).

5.3 The Community Liaison Group shall be convened by the Owners together with officers of LBB who will agree in advance the residents and any other parties whose representatives will be invited to attend.

THE THIRD SCHEDULE

OWNERS' COVENANTS WITH LBB – MARSHES TRUST LAND

The Owners and HPL hereby jointly covenant with LBB so as to bind the Marshes Trust Land and the Bexley Obligation Land as follows:

1. Marshes Management Regime

1.1 Not to Commence or allow Commencement until:

1.1.1 the extent of the Marshes Initial Works and programme for their implementation has been agreed in writing with LBB (the cost of such works not to exceed the Marshes Initial Works Sum);

1.1.2 LBB has confirmed in writing to the Owners that the Marshes Management Company has been established to LBB's reasonable satisfaction in accordance with paragraph 1.3 below;

1.1.3 the Owners have paid the Marshes Management Sum to the Marshes Management Company PROVIDED THAT such payment shall not be made prior to receipt of the Borough Council's notice referred to in paragraph 1.1.2 above; and

1.1.4 the Owners have paid the Warden Supplement to the Marshes Management Company PROVIDED THAT such payment shall not be made prior to receipt of the Borough Council's notice referred to in paragraph 1.1.2 above.

1.2 To carry out the Marshes Initial Works as agreed in accordance with the programme agreed pursuant to paragraph 1.1.1 above.

1.3 To set up the Marshes Management Company in accordance with the following principles:

1.3.1 The Marshes Management Company shall be a dedicated management company which will be responsible for the ongoing management and maintenance of the Marshes Trust Land in accordance with the Marshes Management Plan (as provided for in that plan) for a period of not less than 25 years.

1.3.2 The Trustees shall grant the Marshes Management Company all necessary rights and reservations over the Marshes Trust Land to allow and enable it to manage and maintain the Marshes Trust Land in accordance with the Marshes Management Plan without reliance on any third party.

1.3.3 The Marshes Management Company shall be permitted to accept receipt of the Marshes Management Sum and shall utilise it solely for the management and

maintenance of the Marshes Trust Land in accordance with the Marshes Management Plan.

1.3.4 The shareholding of the Marshes Management Company shall be held equally between (1) LBB and (2) the Trustees.

1.3.5 The directors of the Marshes Management Company shall (unless otherwise agreed in writing by LBB) comprise an equal number of voting representatives of (1) the Trustees and (2) LBB.

1.3.6 The Marshes Management Company shall meet not less than twice a year and the following bodies shall be invited to attend meetings of the Marshes Management Company and participate in its discussions on matters relevant to those parties but shall not, for the avoidance of doubt, have any decision making role:

1.3.6.1 The London Wildlife Trust;

1.3.6.2 Buglife

1.3.6.3 The RSPB;

1.3.6.4 The Bexley Natural Environment Forum (BNEF), and

1.3.6.5 The warden of the Thames Water Crossness Nature Reserve.

1.3.7 The Marshes Management Plan shall be reviewed at a meeting of the Marshes Management Company within 28 days of the date of completion of the Marshes Initial Works and thereafter not less than every five years beginning with the date of Commencement and FURTHER if Commencement does not occur within 12 months of the date of this Deed the Marshes Management Plan shall also be so reviewed prior to Commencement.

1.3.8 The Marshes Management Company shall be responsible for the engagement of the Warden.

1.4 The Marshes Management Company shall agree the detailed job specification of the Warden and shall employ the Warden prior to the commencement of the Marshes Initial Works to be carried out pursuant to paragraph 1.2 above.

1.5 The Marshes Management Company shall engage the Warden for a period of not less than 25 years (unless otherwise agreed in writing between the Management Company and LBB).

1.6 The Marshes Management Company shall utilise the Warden Supplement solely to assist in the early implementation of the measures for the management and maintenance of the Marshes Trust Land (in particular the Marshes Initial Works)

1.7 To include within the first Reserved Matters Application provision for an office base (of 9 sq.m) and secure store (of 12 sq. m) for use by the Warden ("**the Warden's Space**") such space to be used for the storage of the Warden's tools and equipment to assist in the carrying out of management and maintenance of the Marshes Trust Land.

1.8 At all times from the first Occupation of the Development to provide and maintain (for a period of not less than 25 years) the Warden's Space such provision to include all necessary heating, insurance, internet connection, phone line and office equipment required for the purposes of carrying out the functions of the Warden (including a computer, telephone, desk, seating and information storage facilities such provision to be proportionate to the functions of the Warden).

2. **Marshes Drainage Strategy**

2.1 Prior to Commencement to submit a Marshes Drainage Strategy to LBB.

2.2 Upon receipt of LBB's approval of the Marshes Drainage Strategy to thereafter implement the approved Marshes Drainage Strategy (or any variation thereto approved in writing by LBB) in accordance with the timescales approved therein PROVIDED THAT the estimated cost of implementing such strategy shall not to exceed the Drainage Strategy Sum.

3. **Marshes Management Implementation**

3.1 Subject to paragraph 3.3 of this Third Schedule in the event LBB considers that there has been a breach of the obligation to manage and maintain the Marshes Trust Land in accordance with the Marshes Management Plan and/or to implement the Marshes Drainage Strategy (as in each case as may be amended for time to time) it may serve a notice on the Marshes Management Company:

3.1.1 identifying the works required to remedy the breach in accordance with the Marshes Management Plan and/or the Marshes Drainage Strategy ("**the Works**"); and

3.1.2 stipulating a reasonable period within which the Works must be carried out.

3.2 If following the Marshes Management Company's receipt of the notice under paragraph 3.1 above LBB (acting reasonably) considers that the Marshes Management Company has failed to carry out the Works to its satisfaction within the time period specified in the notice then, subject to paragraph 3.3, the following provisions shall apply:

3.2.1 LBB shall notify the Marshes Management Company of the estimated cost of the Works or such of them that remain to be carried out as the case may be ("**the Estimated Cost**");

3.2.2 The Marshes Management Company shall pay the Estimated Cost to LBB out of the Marshes Management Sum within 28 days of such notification; and

- 3.2.3 LBB shall then carry out the Works or such of them that remain to be carried out (and the Trustees hereby grant licence to LBB to enter on the Marshes trust Land so to do) and within 14 days of their completion notify the Marshes Management Company of the actual costs incurred in carrying out such works ("**the Actual Cost**");
- 3.2.3.1 if the Actual Cost amounts to a sum less than the Estimated Cost, LBB shall return the excess sum to the Marshes Management Company within 28 days of such notification;
- 3.2.3.2 if the Actual Cost amounts to a sum in excess of the Estimated Cost, LBB shall provide evidence of the excess cost and the Marshes Management Company shall pay that excess out of the Marshes Management Sum to LBB within 28 days of such notification.
- 3.3 The provisions of paragraph 3.1 and 3.2 of this Third Schedule shall not apply to any action or inactions of the Marshes Management Company which arise following a determination by an Expert in accordance with clause 14 of this Deed and which are in accordance with such determination.
- 3.4 Nothing in this Third Schedule shall require any expenditure by the Marshes Management Company or the Owners in excess of the cumulative total of the Marshes Management Sum, the Marshes Initial Works Sum, the Warden Supplement and the Drainage Strategy Sum.

**ANNEX 1 TO THIRD SCHEDULE
MARSHES MANAGEMENT PLAN**



ecology solutions

ecology solutions for
planners and developers

ROXHILL DEVELOPMENTS LTD

HOWBURY PARK

Marshes Management Plan

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PLANS

Michael Sparks Associates Drawing:
Marshes Land Boundary Plan – Number 30777-PL-108

APPENDICES

APPENDIX 1 Crayford Marshes SMI citation

1. INTRODUCTION

- 1.1 This Marshes Management Plan (MMP) has been prepared by Ecology Solutions Ltd on behalf of the Roxhill Development Ltd in respect of the proposed development of Howbury Park, Bexley; hereafter referred to as 'the development site' and the marshes adjacent to the development site.
- 1.2 The proposed development is for a Cross-boundary outline application for the demolition of existing buildings and redevelopment to provide a strategic rail freight interchange comprising a rail freight intermodal facility, warehousing, new access arrangements from Moat Lane, associated HGV, car and cycle parking, landscaping, drainage, and associated works (within London Borough of Bexley). Creation of a new access road from the existing A206/A2026 roundabout, incorporating a bridge over the River Cray, landscaping and associated works (within Dartford Borough Council).
- 1.3 Conditional to this planning consent is a requirement for details of the future maintenance and management of the marshes to be submitted to and approved by the Local Planning Authority (LPA).
- 1.4 In line with the above requirements, the ultimate aim of this MMP is to deliver a significant gain for nature conservation in the marshes area adjacent to the development site which will both mitigate for the development proposals for the site (both in terms of flora and fauna) and additionally realise long-term biodiversity gains through the provision and retention of high quality habitats comprised within marshes.
- 1.5 As such, this document sets out the key mitigation and enhancement principles proposed, both during the construction and operational phases of the development, such that the London Borough of Bexley may be satisfied that the proposed development will not result in any significant adverse ecological impacts on the site, and lead to a net gain in biodiversity terms.
- 1.6 This MMP should be viewed as an initial framework, with iterative changes to be made, as required, in order to ensure a net biodiversity gain.
- 1.7 Formal reviews of the sites management will be undertaken within the first year of its implementation, subsequent to the undertaking of detailed ecological survey work within the marshes. Following this, at 3 yearly intervals thereafter the management plan will undergo a review, with input provided by a suitably qualified ecologist where required.

2. THE VISION

- 2.1 Whilst the purpose of the MMP is to ensure a net gain in ecological terms of the Crayford Marshes, the London Borough of Bexley and Roxhill are committed to the following vision statement:

'Crayford Marshes have long been known for holding significant nature conservation interest. However, over time, and with little appropriate management the marshes have not been able to reach their full potential. The production of the MMP is the starting point for a vision to ensure the long term security and sustainability of the marsh landscape through sensitive conservation management of the marsh complex, maintaining and managing an appropriate level of accessibility for recreation and increasing biodiversity overall, in line with relevant BAP and London Plan and Core Strategy policy.'

3. ECOLOGICAL BASELINE

- 3.1 Detailed site surveys will be undertaken in order to fully assess the size and condition of habitats present within the marshes. These habitats will be mapped and an inventory of species present produced. The findings of these surveys will provide the basis of the detailed management prescriptions to come forward in future revisions of the Management Plan.
- 3.2 The area of marshes for which this MMP has been produced is shown on Michael Sparks and Associates drawing: Marshes Land Boundary Plan, number 30777-PL-108.

Ecological Designation

- 3.3 Crayford Marshes Site of Metropolitan Importance (SMI) is situated to the immediate north of the development site. It is designated on account of it being one of the few remaining examples of grazing marsh in Greater London supporting a diverse flora, some species of which are nationally restricted in addition to a range of birds and invertebrate species. The citation of the Crayford Marshes SMI is summarised below, the citation documentation is presented at Appendix 1.
- 3.4 Habitats present within the marshes include:
- Marsh/Swamp;
 - Reedbed;
 - Saltmarsh;
 - Semi-improved grassland;
 - Wet ditches; and
 - Wet grassland.
- 3.5 The floral diversity present within these wetter habitats includes a number of nationally restricted species such as Brookweed *Samolus valerandi*, Marsh Arrow Grass *Triglochin palustre*, Sea Arrow Grass *Triglochin maritime*, Brackish Water-crowfoot *Ranaculus baudotii*, Marsh Dock *Rumex palustris* and Divided Sedge *Carex divisa*.
- 3.6 In addition the dryer grasslands contain further notable species such as Knotted Hedge-parsley *Torilis nodosa* and Corn Parsley *Petroselinum segetum*.
- 3.7 For clarity, in the absence of detailed and up-to-date survey information on the marshes themselves the broad habitats and species information forming the SMI designation are used as a basis for this management plan.
- 3.8 As further survey results, including results from monitoring as proposed in the Management Plan, are available they will be sent to Greenspace Information for Greater London (GIGL).

4. MANAGEMENT OBJECTIVES

- 4.1 The aims and objectives of the MMP are to fully safeguard the most valuable ecological features present within the marshes and to ensure that long term ecological enhancements are realised through the retention of existing habitats and long term management of the marshes habitats.
- 4.2 The management prescriptions as outlined in this MMP will also ensure that there will be no significant adverse impacts to protected and notable species which utilise the marshes.
- 4.3 Management issues need to be understood with strategies developed to prevent any such problems having a deleterious impact on the objectives of the management plan. A number of issues that require attention are:
- Fly tipping and other anti-social behaviours;
 - Site access/access improvement;
 - Boundary security;
 - Internal boundaries;
 - Alien species;
 - Grazing; and
 - Water levels.
- 4.4 The above is not considered an exhaustive list and following initial site visits and through ongoing site monitoring all issues will be identified. Strategies will be developed to combat them and detailed within future management plan reviews.
- 4.5 The following broad objectives have been identified:
- Objective 1: Maintain and enhance retained and newly created habitats within the marshes;
 - Objective 2: Maintain populations of protected species identified within the site at a favourable conservation status; and
 - Objective 3: Increase biodiversity by maximising opportunities for flora and fauna.
- 4.6 Following detailed condition assessments of the habitats within the marshes the MMP will be updated with specific actions aimed at delivering on these objectives. A brief outline of potential options for each are presented below.

Objective 1: Maintain and enhance retained and newly created habitats within the marshes

- 4.7 Strategies will be developed to maintain and enhance areas of greatest ecological value. The habitat types (as specified within the Crayford Marshes SMI citation) that are to be maintained and enhanced throughout the marshes as well as strategies for their management are detailed below:

Marsh/Swamp, Saltmarsh, Semi-improved and Wet Grassland

Site Access and Security

- 4.8 To ensure the marshes are protected from pollution or damage via flytipping or other activities (e.g. quad biking) by third parties the boundaries of which are to be made secure. This will involve installing or reinforcing barriers at vehicular access points to the marshes (most prominently at Rays Lamb Way and the neighbouring industrial estate). Furthermore pedestrian access to the marshes is to be maintained. The Marshes suffer from a range of anti-social behaviour, including unauthorised motor cycle scrambling, vandalism to fences, signs and extensive fly tipping. There are existing initiatives on Dartford and Rainham Marshes, and lessons learnt should be employed at Crayford Marshes. While wardening can be important for reducing or discouraging anti-social behaviour, this existing problem at Crayford Marshes requires a collective effort from the relevant bodies in consultation with Roxhill Developments to resolve the issue and this will be an important responsibility of the management company (see sections 5 and 6).

Grazing Regime

- 4.9 Grassland requires active management if it is to retain its ecological value. Generally, each year's growth of vegetation must be removed to prevent a build up of dead plant matter and tall, vigorous grasses and rushes becoming dominant. This process suppresses less vigorous species and has negative impacts on the habitats floristic diversity. Traditionally, this management is achieved by grazing. Cattle or Horses are suitable stock that are able to control tall grasses and rank vegetation. In addition grazing also produces a rather uneven, structurally diverse sward.
- 4.10 A suitable grazing regime will be developed with precise timing and intensity dependent on specific conditions and requirements.
- 4.11 The condition of stock fencing throughout the marshes is to be assessed to ensure it is secure and fit for purpose. In the event that there is any damage to the internal boundaries repair work or fence replacement will be undertaken.

Japanese Knotweed

- 4.12 Japanese Knotweed is a non-native invasive species listed on Schedule 9 of the Wildlife and Countryside Act 1981 (as amended). This species is known to be present within the marshes and is to be controlled.
- 4.13 A number of methods of control are available for this species, however they usually require a combination of manual control and chemical control to ensure complete removal.
- 4.14 Manual control refers to the physical removal of the rhizomes or stalks of this species. Digging can be undertaken through mechanical means whereby large areas are dug out to remove the majority of the rhizomes.

Where populations are small, such as is the case on site, this may be the best option. Care must be taken when using this approach as this method could result in the spread of rhizome fragments.

- 4.15 Cutting can be effective at eliminating Japanese Knotweed and studies have shown that the direct effect of cutting is to cause a significant reduction in rhizomatous reserves. This is effective at any time during the growing season prior to the onset of senescence. At least three cuts are needed in a growing season to offset rhizome production.
- 4.16 Chemical control involves the application of Glyphosate [N-(phosphonomethyl) glycine]. This is a non-systemic herbicide that is non-selective and which has a short residual life in the environment. Application of this herbicide is most effective in autumn when the plants are actively transferring energy for storage in the rhizomes. Chemical control does, however, require application of the chemicals over a number of months to be effective.
- 4.17 The best method, particularly where other more important or sensitive vegetation is present (as in the Marshes), is to cut Japanese Knotweed down to 15cm and pour Glyphosate directly into the hollow stems of the cut Knotweed.
- 4.18 All relevant precautions will be taken when carrying out actions that could potentially spread this species. In addition it should be noted that all soil and plant material containing Japanese Knotweed is regarded as controlled waste and is subject to various legal controls in terms of transporting and disposal off site. For example, it is usually a requirement that this waste be disposed of at licensed landfill sites which have a lined contained system. As such careful consideration will be given to the disposal of any parts of the species to ensure that the ground work operations avoid spreading the species and comply with legislation.
- 4.19 As part of the ongoing management of habitats present within the development area and wider site, regular checks will be undertaken to ensure that this species has not become established again, and appropriate action will be implemented should evidence of re-colonisation be recorded.

Wet Ditches and Reedbed

- 4.20 The ditch systems are known to hold the non-native alien plant species Parrot's Feather *Myriophyllum aquaticum*. This alien species can out compete native species and block drainage channels. A control program will form part of the MMP involving the monitoring of its spread and efforts to remove it from the marshes.
- 4.21 The existing situation on Crayford Marshes is that they typically dry out in the summer through lack of water and conversely are subject to flash flood inundation during the winter months. This drying out period during the summer is detrimental to the nature conservation interest in that it causes significant habitat degradation. The proposed development at Howbury Park will significantly improve this situation through the restriction of outflows from the development site for all events up to and

including the 1 in 100 year event (plus climate change) to a rate of five litres per second per hectare, with additional volumes of run-off generated by the development infiltrated into the underlying aquifer via a linear recharge trench located along the northern boundary. This will allow the release of stored run-off at a constant and controlled rate throughout the year, helping to ensure that the marshes do not dry out during the summer and are not subject to violent inundation over and above the existing situation during the winter. This will engender more stable conditions across the marshes as a whole, which will have real benefits for the habitats. This process will be subject to monitoring and periodic review to ensure that the rate of flow is appropriate.

- 4.22 Actions to stabilise the water levels within the marshes should not result in all areas becoming permanently wet and areas should be identified that should be allowed to become seasonally inundated with water. Following baseline surveys some ditches will need to be sensitively increased in depth and possibly cut on one side only where lack of management has infilled the ditch over time. Such works will be 'primed' by a capital budget provided by Roxhill to allow essential work to the Marshes to be carried out.

Objective 2: Maintain Population of Protected Species at a Favourable Conservation Status

- 4.23 The creation and retention of dedicated ecology habitats, in addition to the introduction of a management regime for these areas, will provide for a net enhancement in the quality of habitats present on site compared to the existing situation. This will be of benefit to key species / groups, including invertebrates, birds and Water Vole.

Invertebrates

- 4.24 As stated within the Crayford Marshes SMI citation, Invertebrate communities present within the ditches of the marshes are considered to be of importance. This habitat type has been specifically targeted for enhancement within the marshes by ensuring a more stable water level is maintained. By negating the harmful impacts caused by the fluctuating water levels the invertebrate interest onsite will be conserved.

Birds

- 4.25 Management of all habitats will be undertaken with due consideration for potential use by nesting birds. Any necessary management of vegetation will be undertaken outside of the main bird breeding season (March – July inclusive) wherever possible.
- 4.26 As stated above, actions to stabilise the water levels within the marshes should not seek to have all areas as permanently wet and areas should be identified that should be allowed to become seasonally inundated with water. Partial winter flooding accompanied with dryer areas will provide a feeding habitat for wintering birds.

Water Voles

- 4.27 If dredging or re-profiling of ditches is undertaken as part of Site management / maintenance initiatives, machinery will avoid operating within 2m of the banks and all spoil will be deposited outside of this zone (which is the most sensitive in relation to Water Voles).
- 4.28 Where the banks of a waterbody are to be re-profiled, the most up-to-date survey information should be consulted and where necessary further check surveys should be undertaken to ensure that Water Voles / their burrows will not be killed / injured / destroyed (as appropriate).
- 4.29 Wherever vegetation clearance is to take place consideration will be had to the possibility of isolating Water Voles and where necessary corridors of vegetated habitat linking waterbodies will be retained.

Objective 3: Increase Biodiversity by Maximising Opportunities for Flora and Fauna

- 4.30 The instigation of the various management regimes presented within this report provides a basis for the long-term enhancement of key habitats known to be of value within the marshes. The retention of these habitats in the long term will ensure continued and enhanced opportunities for all faunal groups designated as important within the site. The proposed surveys and condition assessments and subsequent reviews will be of particular importance to maintaining the favourable conservation of water voles, notable invertebrates and birds.
- 4.31 It is considered that by implementing a long term sensitive grazing strategy across the marshes the security of an increase of biodiversity and ecological value can be ensured.
- 4.32 By tackling issues related to alien non-native species as well as other identified impacts currently restricting the marshes ecological value this will maximise opportunities for flora and fauna within the marshes.

Management Constraints

- 4.33 Management cannot be undertaken which compromises the survival or success of the protected species. This will ensure conformity with relevant legislation relating to protected species.
- 4.34 All birds are legally protected from disturbance whilst actively nesting (generally March to July inclusive). Management of long grass/ruderal, scrub and trees should therefore be undertaken outside of the bird breeding season wherever possible (or otherwise be preceded by a check for nesting birds).
- 4.35 All reptiles are legally protected from injury and killing. As these species hibernate during the winter months (typically end October to March), any intrusive works to take place within suitable reptile habitat should be undertaken outside of this hibernation period.

5. MONITORING AND MANAGEMENT RESPONSIBILITIES

Personnel Responsible for Implementation of the Plan

- 5.1 Responsibility for implementation of this Management Plan, as well as for its continuation for 25 years, will be placed with a dedicated management company (see section 6) who will ensure that management undertaken at the site complies with the prescriptions as set out in this document.
- 5.2 This management company will be responsible for the completion of duties set out within the MMP. The establishment of the management company is to be secured through a legal agreement (see section 6).
- 5.3 Where required, Ecology Solutions or another suitably qualified ecologist, will be appointed to advise on any specific questions or queries in regards to any issues regarding ecology or nature conservation which may arise. Suitably qualified ecologists will also be appointed to oversee any required works as well as undertake monitoring surveys where required.

Three Yearly Project Register

- 5.4 Whilst minor iterations to the management regime will be instigated as required following annual monitoring of the site, it is proposed that a more formal review will be commenced every third year post-completion of the development.
- 5.5 This review will include consideration of continuing management activities, allowing areas of concern or of significant ecological change to be identified and addressed, in order to maximise the biodiversity value of the new and retained habitats within the marshes.
- 5.6 Any required amendments set out in forthcoming reviews of the Marshes Management Plan will be discussed and agreed with the local planning authority.

Monitoring and Remedial / Contingency Measures triggered by Monitoring

- 5.7 It is considered that the mitigation and enhancement measures as set out in this document will allow for long term ecological enhancements to be realised to the retained habitats within the marshes.
- 5.8 Moreover, it is proposed that a suite of ecological surveys will be undertaken (by a suitably qualified ecologist) to inform future revisions of the MMP.
- 5.9 Repeat surveys will seek to update the ecological baseline for the site, with results used to guide future management iterations within the MMP.
- 5.10 Annual monitoring checks shall be undertaken to highlight any site specific problems (such as disease or damage to flora or the presence of invasive species) or to identify problems associated with past

management regimes. Upon identification of such issues, suitable remedial works will be implemented.

- 5.11 It is considered that these checks need not be undertaken by a qualified ecologist and could instead be undertaken by the Management Body employed to undertake the duties prescribed elsewhere in the MMP.
- 5.12 It is noted that there may be occasions when felling or remedial measures (e.g. from a health and safety perspective) will be required in respect of trees. Where any features which could be used by roosting bats are to be subject to work (i.e. those trees which have been provisioned with bat boxes), pre-commencement checks should be made by an appropriately qualified ecologist.
- 5.13 Checks for nesting birds will also be necessary for any works undertaken within the main bird breeding season (March to July inclusive).

6. FRAMEWORK FOR DELIVERY OF MANAGEMENT PLAN

- 6.1 Responsibility for implementation of this Management Plan, as well as for its continuation for 25 years, will be placed with a dedicated management company who will ensure that management undertaken at the site complies with the prescriptions as set out in this document and future iterations
- 6.2 A Management Company or Trust will be formed which will be responsible for the delivery of the Management Plan. The Company or Trust would invite a nominated member of Bexley Council to act as Trustee or Director, together with invited members from the London Wildlife Trust, Buglife, RSPB and Stoneham Estate. In addition liaison with managers and wardens at Dartford and Rainham Marshes, and Crossness Nature Reserve, should be undertaken to glean knowledge and help establish ongoing priorities. The Management Company or Trust may invite other professionals to advise from time to time or to sit on the Management Company or Trust.
- 6.3 A sum of £1,450,000 (one million four hundred and fifty pounds) would be invested in the Company or Trust to ensure the funding of the Management Plan. The £1,450,000 is sufficient to employ a full time warden over twenty five years, but complete flexibility (in so far as it relates to the objective of this Management Plan), has been given to the Management Company/Trust to spend the £1,450,000 as it deems most appropriate in achieving the stated aims of the Marshes Management Plan.
- 6.4 The formation of the Company or Trust would be ensured by the legal terms of the Section 106 Agreement.
- 6.5 In addition to the sum of £1,450,000, Roxhill will carry out £200,000 (two hundred thousand pounds) of capital works to include:
 - Ditch works: Many of the ditches are in need of sensitive clearance to re-establish the hydrological connectivity of the ditch system. Following the grant of planning permission, Roxhill, through their ecological advisors, with the London Borough of Bexley will agree a detailed programme of works;
 - Signage: A programme of 'key signage' locations will identified with three interpretation boards proposed, produced and sited at strategic points with the Marsh;
 - Footpath/Fencing: Immediate footpath and fencing repairs will be made to those existing currently on site.
- 6.6 In addition to the capital sum offered, Roxhill, in recognition of the importance of initiating the Management Plan will provide a further £50,000 (fifty thousand pounds), to employ a warden for 18 months, so that the capital works in particular can be instigated
- 6.7 To enable any warden or reserve manager to function efficiently an office base will be provided within the proposed development site, to act as a base for the warden/reserve manager in the process of carrying out

his/her duties. A secure store will also be provided for accommodating tools and equipment.

7. THE PACKAGE OF FUNDING

- 7.1 In demonstrating Roxhill's commitment to the success of their Marshes Management Plan, Roxhill will secure the following within the 106 Legal Agreement:
- i. A fund of £1,450,000 (one million four hundred and fifty thousand pounds) to be spent on achieving the aims of their Management Plan;
 - ii. The implementation of a Drainage Strategy, which will provide for holding and releasing water at a given rate, to maintain water levels within the Marshes and avoid the current position of dry conditions during the summer and flash flood inundation during the winter.
 - iii. The Drainage scheme to maintain water levels in the Marshes will cost £800,000 (eight hundred thousand pounds) 'over and above' the costs of a normal drainage solution;
 - iv. The provision of £200,000 (two hundred thousand pounds) of capital works to be undertaken by Roxhill;
 - v. The funding of a warden/reserve manager for eighteen months to the value of £50,000 (fifty thousand pounds);
 - vi. To provide an office within the proposed development to serve as a base for the warden/reserve manager for twenty five years, subject to a warden being employed for the purpose of achieving the aims of this Marshes Management Plan. Estimated worth £300,000 (three hundred thousand pounds) over the twenty five year period.
- 7.2 Total commitment from Roxhill is £2,800,000 (two million, eight hundred thousand pounds).

8. SCHEDULE OF WORKS

Objective	Receptor	Management Prescription	Timing of Works	Commencement, Frequency and Duration of Works
1. MAINTAIN AND ENHANCE RETAINED AND CREATED HABITATS	<u>Marsh/Swamp, Saltmarsh, Semi-improved and Wet Grassland</u>	Site Access and Security	Barrier installation / reinforcement	Year 1
			Access point checks	Year 1, Monthly for the duration of the plan
		Grazing Regime	Spring to Autumn	Year 1, Annually for the duration of the plan
		Invasive plant removal.	Conduct outside of the main bird breeding season (March-July) wherever possible.	Year 2-3 and as required thereafter.
	<u>Wet Ditches and Reedbed</u>	Channel management and re-profiling	Winter Period	Year 1 and as required thereafter
		Invasive plant removal.	Conduct outside of the main bird breeding season (March-July) wherever possible.	Year 2-3 and as required thereafter.
2. MAINTAIN POPULATIONS OF PROTECTED SPECIES AT A FAVOURABLE CONSERVATION STATUS	<u>Birds</u>	Habitats to be managed with consideration to breeding / wintering birds	Conduct outside of the main bird breeding season (March-July) wherever possible.	As required
	<u>Water Vole</u>	Channel management and re-profiling	Winter Period	Year 1 and as required thereafter
		Invasive plant removal.	Conduct outside of the main bird breeding season (March-July) wherever possible.	Year 2-3 and as required thereafter.

	<u>Invertebrates</u>	Channel management and re-profiling	Winter Period	Year 2-3 and as required thereafter
	-	Invasive plant removal.	Conduct outside of the main bird breeding season (March-July) wherever possible.	Year 2-3 and as required thereafter.
3. INCREASE BIODIVERSITY BY MAXIMISING OPPORTUNITIES FOR FLORA AND FAUNA		Ongoing condition assessment and monitoring of the marshes to ensure enhanced opportunities for key habitats and species	Twice annually or as required, see habitats above	Year 1, twice annually, for the duration of the plan

PLANS AND APPENDICES

PLANS

MICHAEL SPARKS & ASSOCIATES

Marshes Land Boundary Plan

Number 30777-PL-108



01
108

MARSHES LAND BOUNDARY PLAN

1:4000

NOTES:

BASED ON 1:10 STATUTORY CONVEYANCE
 BASED ON GROUND TO GROUP TOPOGRAPHICAL SURVEY
 DRAWING REF: 1/158 Rev. P/L DATED JULY 2014
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KEY
EXTENT OF MARSHES LAND
PLANNING BOUNDARY



PLANNING	
1	2
3	4

MICHAEL SPARKS ASSOCIATES

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HOWBURY PARK - KENT			
MARSHES LAND BOUNDARY PLAN			
CLIENT ROXHILL DEVELOPMENTS LTD			
DATE JUNE 2016	DRAWN LADON@A1	CHECKED BY	SCALE AS SHOWN
DRAWING NUMBER 30777-PL-108		SHEET 50	

APPENDICES

APPENDIX 1

Crayford Marshes SMI Citation

Metropolitan

Site Reference:	M107
Site Name:	Crayford Marshes
Summary:	One of the few remaining areas of Thames grazing marsh in London, with ditches supporting a wealth of rare plants and animals, and a good range of breeding birds.
Grid ref:	TQ 533 774
Area (ha):	92.05
Borough(s):	Bexley
Habitat(s):	Marsh/swamp, Reed bed, Saltmarsh, Semi-improved neutral grassland, Wet ditches, Wet grassland
Access:	Access on public footpaths only
Ownership:	Private

Site Description:

One of the few remaining extensive examples of grazing marsh in Greater London, with some fringing saltmarsh habitat adjacent to that within the River Thames Metropolitan site. The flora of the ditch network, flooded pasture and saltings is diverse, and includes several local and nationally restricted species. These include brookweed (*Samolus valerandi*), marsh and sea arrow-grasses (*Triglochin palustre*, *T. maritima*), brackish water-crowfoot (*Ranunculus baudotii*), marsh dock (*Rumex palustris*) and the nationally scarce divided sedge (*Carex divisa*). Dry grassland on the sea-wall is also of interest, with further rare plants including knotted hedge-parsley (*Torilis nodosa*) and corn parsley (*Petroselinum segetum*).

The site's avifauna is equally important. Breeding birds include redshank, lapwing, yellow wagtail, skylark and corn bunting, while wintering species include many wildfowl and waders, short-eared owl and hen harrier, as well as large flocks of finches and thrushes. The aquatic invertebrate fauna of the ditches is also exceptional, and includes many nationally rare and scarce species. An important population of specially-protected water voles is present in the ditches. The site also includes several buildings of archaeological and historical interest.

The site is currently being considered by English Nature as a possible Site of Special Scientific Interest. The London LOOP follows the Thames and Darent Embankments along the northern and eastern edges of the marshes, while Moat Lane can be followed along the southern edge. Ray Lamb Way crosses the site and has a footway.

Site first notified:	19/09/1988	Boundary last changed:	30/11/2005
Citation last edited:	19/04/2007	Mayor Agreed:	25/11/2002
Defunct:	N		
Last Updated:	19/04/2007		

THE FOURTH SCHEDULE
OWNERS' COVENANTS WITH LBB –TRANSPORT MATTERS

The Owners and HPL hereby covenant with LBB so as to bind the Bexley Obligation Land as follows:

1. Transport Management Plan

- 1.1 To observe and comply with the provisions of the Transport Management Plan.
- 1.2 To prepare reviews of the Transport Management Plan after 1 year following Occupation and thereafter every 4 years (unless otherwise agreed by the Steering Group) and to submit such reviews to the Steering Group for approval within three months of the expiry of the aforesaid periods.
- 1.3 Each review of the Transport Management Plan prepared in accordance with paragraph 1.2 above shall include (but not be limited to) a full review of the following elements referred to in the Transport Management Plan:
 - 1.3.1 The 'Framework Travel Plan';
 - 1.3.2 Each 'Occupier Travel Plan' and/or a proforma for future occupants; and
 - 1.3.3 The 'Freight Management Plan'.
- 1.4 Without prejudice to the generality of paragraphs 1.1 to 1.3 above:
 - a) to pay the first annual payment of the Transport Management Plan Monitoring Contribution to LBB not less than three months prior to the anticipated date of the Occupation and not to cause or permit Occupation until the said contribution has been paid and thereafter to pay all subsequent payments of the Transport Management Plan Monitoring Contribution on the anniversary of such first payment.
 - b) to pay the first annual payment of the Travel Plan Fund to LBB not less than three months prior to the anticipated date of the first Occupation and thereafter to pay all subsequent payments of the Travel Plan Fund on the anniversary of such first payment.
 - c) to constitute the Steering Group prior to Commencement and thereafter to administer that group.
 - d) to employ a Transport Management Plan Manager prior to Commencement to oversee implementation of the Transport Management Plan (the scope of duties of which are set out the Transport Management Plan).
 - e) to provide the Councils with the name and contact details of the Transport Management Plan Manager in post from time to time.

- f) to fund the post of Transport Management Plan Manager for the lifetime of the Development unless otherwise agreed by the Steering Group and to use reasonable endeavours to minimise any periods during which the post is not filled if necessary by utilising consultants during any interregnum between post holders.
- g) to ensure that the Transport Management Plan Manager carries out the duties of the post (as may be reviewed from time to time) as set out in the Transport Management Plan which include:
- being the single point of contact across site
 - ensuring travel plans are completed and adhered to
 - maintaining public transport information
 - monitoring Junction 1A and 1B exceedances and use of prohibited roads
 - ensuring financial penalties are paid into a Transport Fund
 - regular liaison with businesses
 - promoting the use of intermodal area by occupiers of the site
 - supervising freight booking system(s)
 - supervising Shuttle Bus operation and charging
 - organising the Steering Group and 6 monthly monitoring reports to the Steering Group
 - reporting to the Steering Group on feasibility of mitigation/remedial measures as required
- h) to ensure that the Transport Management Plan Manager oversees implementation of the Transport Management Plan including compliance with the requirements of the Transport Management Plan.
- i) to obtain approval of the Vehicle Monitoring Scheme from LBB (in consultation with the Steering Group) and to install a Vehicle Monitoring System in accordance with the approved Vehicle Monitoring Scheme prior to Occupation and not to Occupy until the Vehicle Monitoring System has been installed and is operational in accordance with the approved Vehicle Monitoring Scheme.
- j) to inspect repair replace and maintain the equipment comprising the Vehicle Monitoring System to ensure that the equipment is in good working order at all times and to remedy any deficiency in the equipment as expeditiously as possible so as to minimise any period during which the Vehicle Monitoring System is not operational.
- k) to monitor and survey movement of vehicles as required by the Transport Management Plan and to report to the Steering Group every six months, or other intervals as agreed by the Steering Group, details of:
- i. the number of HGV movements:

- to and from the Intermodal Terminal and each Development Plot to J1A and J1B of the M25 between 07:00 and 10:00 and between 16:00 and 19:00;
- to and from the Intermodal Terminal and each Development Plot to Burnham Road at any time;
- to and from the Intermodal Terminal and each Development Plot to Perry Street at any time; and

ii. the number of LGVs going to or from the Intermodal Terminal and each Development Plot to Burnham Road at any time.

or such alternative routes as may be agreed by the Steering Group from time to time pursuant to a review of the Transport Management Plan.

- l) to comply with the HGV Monitoring and Management Protocol in respect of the breach of HGV thresholds set out in therein and specifically to comply with the enforcement mechanism identified in the Transport Management Plan including the payment of financial penalties.
- m) to comply with the measures in relation to the monitoring and management of LGV movements set out in the Transport Management Plan in respect of the use of Burnham Road by LGVs and HGVs at any time and specifically to comply with the enforcement mechanism identified in the Transport Management Plan including the payment of financial penalties.
- n) to fund any traffic management orders required as a result of the initial review of restrictions in surrounding areas required to be carried out under the provisions of the Transport Management Plan subject to a maximum sum payable of Seven Thousand Five Hundred Pounds (£7,500) payable to DBC.

1.5 In constituting the Steering Group in accordance with paragraph 1.4(c) above the Owner shall ensure that:

1.5.1 the Steering Group is chaired by the Transport Management Plan Manager (with no voting rights) and that the Steering Group comprises the following voting members (each member having one vote):

1.5.1.1 LBB

1.5.1.2 DBC

1.5.1.3 KCC

1.5.1.4 HE

- 1.5.1.5 HPL; and
- representatives from Transport for London invited to attend (at their sole discretion) as non-voting members.
- 1.5.2 the Steering Group shall be responsible for:
 - 1.5.2.1 Receiving monitoring information of vehicle movements;
 - 1.5.2.2 Agreeing the "white list" for HGV/LGV exemptions;
 - 1.5.2.3 Considering whether the implementation of mitigation measures are appropriate;
 - 1.5.2.4 The effective management and use of any funds contained in the Transport Fund accrued as a result of the application of the HGV Monitoring and Management Protocol and paragraph 1.6 of this Schedule;
 - 1.5.2.5 Considering of the frequency and routeing of the Shuttle Bus; and
 - 1.5.2.6 Any other matters referred to the Steering Group within the remit of the Steering Group set out in the Transport Management Plan.
- 1.5.3 the Steering Group meets:
 - 1.5.3.1 at 6 monthly intervals from the date of implementation of the Permissions (unless otherwise agreed);
 - 1.5.3.2 within 15 days of a written request from any Steering Group member;
 - 1.5.3.3 at such other times as may be agreed by the Steering Group; and
 - 1.5.3.4 as requested by the Transport Management Plan Manager.
- 1.6 If the Vehicle Monitoring System fails to the extent that the information to be provided from the Vehicle Monitoring System as set out in the Transport Management Plan is not available for a period of three months then subject to paragraph 1.7 below a Vehicle Monitoring System Penalty shall be payable for each three month period or part thereof that the information remains unavailable due to the failure of the Vehicle Monitoring System.
- 1.7 No Vehicle Monitoring System Penalty shall be payable if:
 - 1.7.1 pending the remedying of the failure of the Vehicle Monitoring System the information which would have been provided by the Vehicle Monitoring System is provided by other means; or
 - 1.7.2 the failure of the Vehicle Monitoring System or a failure to repair the Vehicle Monitoring System within three months of its failure is due to factors outside the control of the Owners.

2. **Signage Strategy**

- 2.1 To fully implement the Signage Strategy prior to Occupation and not to Occupy until the Signage Strategy has been fully implemented save that no Occupation shall be in breach of this obligation if the Owner can demonstrate to the satisfaction of LBB that the failure to fully implement the Signage Strategy is as a result of HE not enabling access to the strategic road network to erect signs despite the Owner using reasonable endeavours to secure such access prior to Occupation.

3. **Shuttle Bus**

- 3.1 To submit to LBB a Shuttle Bus Strategy not less than three months prior to the anticipated date of the first Occupation and not to Occupy the Development until the Shuttle Bus Strategy has been approved by LBB (in consultation with the Steering Group).
- 3.2 To provide the Shuttle Bus Service for the use of employees of the Development in accordance with the approved Shuttle Bus Strategy from Occupation and thereafter for the lifetime of the Development unless otherwise agreed by the Steering Group.

Annex to Fourth Schedule

Transport Management Plan

HOWBURY PARK SRFI

TRANSPORT MANAGEMENT PLAN

PUBLIC

25 SEPTEMBER 2018

HOWBURY PARK SRFI
TRANSPORT MANAGEMENT PLAN
Roxhill Developments Limited

Type of document (version)
Public

Project no: 70002039
Date: 25 September 2018

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QUALITY MANAGEMENT

ISSUE/REVISION	REVISION 4	REVISION 5	REVISION 6	REVISION 7	REVISION 8
Remarks	Steering Group role amended	Agreed with LBB	Agreed with KCC	Para 2.4.6 amended in agreement with KCC & HE	Amendments following Public Inquiry comments
Date	19/06/18	21/6/18	26/6/18	10/09/18	25/09/2018
Prepared by	Adam Coleman	Adam Coleman	Adam Coleman	Adam Coleman	Adam Coleman
Signature					
Checked by	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay
Signature					
Authorised by	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay
Signature					
Project number	70002039	70002039	70002039	70002039	70002039
Report number	Updated for appeal	Updated for appeal	Updated for appeal	Updated for appeal	Updated for appeal
File reference					

PRODUCTION TEAM

WSP GLOBAL INC. (WSP)

Director

Neil Findlay

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Adam Coleman

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1 INTRODUCTION

1.1 OVERVIEW

- 1.1.1 This Transport Management Plan (TMP) has been prepared in order to set out the various measures, controls and monitoring systems that will be in place at the Howbury Park Strategic Rail Freight Interchange (the Site) to manage vehicular movements.
- 1.1.2 The development comprises 183,187m² gross internal area of rail related warehousing with an intermodal interchange for the transfer of freight from rail to road transport. The Site location is shown on **Figure 1.1**. It should be noted that this TMP only provides summary detail on the development proposal. Full details on the development proposal, baseline conditions and the forecast impact of the proposal are set out in the Transport Assessment and supplementary reports.
- 1.1.3 The TMP is the overarching plan for the Site and comprises the following plans:
- Framework Travel Plan (FTP); and
 - Freight Management Plan (FMP).
- 1.1.4 These documents were initially prepared as separate documents however the local authorities requested that the two documents should be combined into a single TMP due to their close interaction.
- 1.1.5 This TMP document provides detail on the vehicle trip thresholds and other restrictions that will be in place at the site, along with detail on how these will be monitored and managed. In addition, the TMP provides detail on the financial penalties that will be in place in relation to non-compliance of the thresholds and restrictions, including how they will be monitored, managed and applied.

1.2 IMPLEMENTATION AND MANAGEMENT OF TMP

- 1.2.1 Roxhill is the Applicant and current developer for the Site. Once the Site is occupied it will be managed by a Howbury Park Management Company who will be responsible for the implementation of the TMP. Throughout the TMP, Roxhill and the Management Company will be jointly referred to as the Developer.
- 1.2.2 Section 2 sets out the constitution and management of the TMP whilst Sections 3 to 8 contain details of the employee Framework Travel Plan and Sections 9 to 18 the Freight Management Plan. Section 19 covers, at the request of the authorities, the estimated costs for administering the TMP which are in addition to the payments payable under the s106 obligations.

1.3 POLICY & GUIDANCE

- 1.3.1 This TMP has been written with reference to relevant national and local policy and guidance, including:
- National Planning Policy Framework
 - The London Plan
 - Bexley Local Implementation Plan 2014/15 to 2016/17

- Transport for London Travel Plan Guidance
- Strategic road network and the delivery of sustainable development (Circular 02/2013)
- National Policy Statement for National Networks
- Local Transport Plan for Kent
- Freight Action Plan for Kent
- LBB Core Strategy
- LBD Core Strategy
- London Freight Plan (TfL)
- Delivering a Road Freight Legacy (TfL)

1.4 AIR QUALITY

- 1.4.1 The goal of the TMP is to enhance the sustainability of the site, which will in turn reduce the impact that the development has on the surrounding and strategic transport network and maximise the environmental benefits of the scheme.
- 1.4.2 By design, when fully operational it is forecast that the proposed development will result in saving approximately 60 million HGV kms per annum as a direct result of the development proposal. The will provide regional air quality benefits.
- 1.4.3 At the local level, the measures and monitoring systems included within this TMP will help control and reduce the level of vehicular trips made to and from the site, and reduce emissions from vehicles and other local sources.
- 1.4.4 The following planning conditions have been agreed in relation to Air Quality:

“All Non-Road Mobile Machinery (NRMM) used for major developments of net power between 37kW and 560 kW will be required to meet Stage IIIA of EU Directive 97/68/EC for both NOx and PM. If Stage IIIA equipment is not available the requirement may be met using the following techniques:

- Reorganisation of NRMM fleet
- Replacing equipment (with new or second hand equipment which meets the policy)
- Retrofit abatement technologies
- Re-engining

All eligible NRMM should meet the policy above unless it can be demonstrated that the machinery is not available or that a comprehensive retrofit for both PM and NOx is not feasible. In this situation every effort should be made to use the least polluting equipment available including retrofitting technologies to reduce particulate emissions.

An inventory of all NRMM must be kept on site and all machinery should be regularly serviced and service logs kept on site for inspection. Records should be kept on site which details proof of emission limits for all equipment. This documentation should be made available to local authority officers as required. The site shall be registered on the NRMM register available at: <https://nrmm.london/user-nrmm/register>." and

"A Low Emission Strategy for the operations at the site and its associated road transport shall be submitted for approval in writing by the Local Planning Authority 12 months from implementation of this planning decision notice.

The Low Emission Strategy shall include, amongst other matters;

(i) An assessment of fleet emission specification (e.g. a commitment to current best practice towards Euro VI standards and the Major of London's Ultra Low Emission Zone). This should include all vehicles forming part of the operation and accessing the site.

(ii) An assessment of procurement policy (including planned vehicle replacement and suppliers of other goods and services)

(iii) Measures such as eco-driving (driver training and technological aids to eco-driving), and policies regarding vehicle idling.

(iv) An assessment of low emission vehicle technology and infrastructure (e.g. electric vehicle dedicated parking and charging, gas refuelling station etc.)

At the end of each calendar year an implementation plan shall be submitted for approval in writing by the Local Planning Authority, which shall be fully implemented in accordance with the details and measures so approved. The Low Emission Strategy shall take into account future changing standards and available technologies and be updated accordingly in agreement with the Local Planning Authority".

- 1.4.5 Through the Section 106 the developer will also provide funding to DBC for the purchase of suitable AQ monitoring hardware (to include maintenance costs for first 12 months), with additional contributions to also be provided should an AQMA declaration be required.

2 PLAN MANAGEMENT

2.1 INTRODUCTION

- 2.1.1 This Transport Management Plan will govern the site wide development and individual, occupier specific travel plans will be submitted and approved in due course. There will be an obligation (within leases or sales) for all occupiers to comply with the TMP.
- 2.1.2 A Transport Management Plan Manager (TMPM) will be employed by the Developer prior to any occupations to oversee the implementation and management of the TMP.
- 2.1.3 Two groups will be set up. The first will be an Occupier Forum for all the tenants operating at the Site and will be set up on first occupation. The second will be a Steering Group which will include the relevant authorities and the Developer and will first meet after the appointment of the TMPM but before first occupation. Further detail on these two groups is provided in Sections 2.4 and 2.5.

2.2 TMP & TMPM FUNDING

- 2.2.1 The TMP will be funded by the Developer as explained in Section 7. This will include a Travel Plan Fund of £25,000 per annum available to support the Action Plan set out in Section 7. Monies not used in the early part of the ten year period when occupations are less will roll forward for use in later years if needed, as directed by the Steering Group.
- 2.2.2 The TMPM will be funded for the life time of the development. This will be on a full time basis unless it is agreed by the Steering Group that the level of commitment can be reduced.

2.3 TRANSPORT MANAGEMENT PLAN MANAGER ROLE

- 2.3.1 The TMPM, on behalf of the Developer, will be responsible for delivering all the measures identified within this TMP. The duties of the TMPM are set out below:
- Lead the implementation and development of the TMP.
 - Ensure each occupier prepares and implement a Travel Plan in accordance with this FTP.
 - Have responsibility for raising awareness and uptake of sustainable transport.
 - Implement and promote schemes identified within the TMP which aim to reduce the use of the private car.
 - Organise and promote TMP related publicity and awareness events as identified within the TMP.
 - Act as the point of contact within the Site for employees, occupants, hauliers, drivers or anyone else visiting the Site requiring transport advice or information.
 - Gather information about how staff and visitors travel to the Site and report as required.
 - Conduct travel surveys to establish why people travel the way they do and what could be done to get them to change to sustainable transport.
 - Monitor the progress of the TMP towards the identified targets and to take action where appropriate to ensure the targets are met.
 - Liaise with occupants to secure support and funding for the TMP.
 - Set up and coordinate the Occupier Forum and any other relevant groups, such as a Bicycle User Group (BUG).

- Be the point of contact between the Howbury development and LBB, KCC, DBC, TfL and Highways England (HE) if necessary.
- Organise and attend the TMP Occupier Forum and Steering Group meetings and implement actions agreed there as necessary;
- Be responsible for keeping the TMP document up to date.
- Work to improve on site facilities for those who choose to come by sustainable transport, for example monitoring and, if required, increasing cycle storage.
- Keep up to date with issues and new initiatives that affect sustainable transport.
- Liaise with occupiers and report on their current and future train use.
- As part of the marketing push for the first phase of development, the TPM will organise a stakeholder engagement event on site (or locally) to promote the Site and its rail facilities, not just to prospective occupiers but to the wider business community, co-ordinated with the LPAs, TfL, local Chambers of Commerce and trade associations (e.g. Freight Transport Association and the Rail Freight Group).
- Maintain regular dialogue with occupiers and the Intermodal Terminal operator, as well as representatives of the freight transport industry.
- Monitor HGV trip generation patterns.
- Ensure that the Intermodal Terminal operator and individual site operators are aware of the vehicle restrictions (and their individual allowance) and therefore have a suitable booking system in place to manage this.
- Ensure initiatives are implemented.

2.3.2 The Developer will be responsible for providing the TPM with relevant contact details for occupiers prior to occupation.

2.4 STEERING GROUP

2.4.1 The Steering Group will include the relevant authorities who wish to either monitor or participate in the implementation of the TMP.

2.4.2 The Steering Group shall have voting member representatives from:

- LBB;
- DBC;
- KCC;
- HE; and
- The Developer.

2.4.3 The TPM will also attend the Steering Group meetings and representatives from Transport for London will also be invited to attend meetings as non-voting members if they wish.

2.4.4 Also, from time to time, at the request of voting members, representatives from industry related organisations will be invited to attend.

- 2.4.5 All monitoring and reviews carried out under the provisions of this TMP will be reported to the Steering Group by the TMPM. The Steering Group will then meet every six months, unless varied by the Steering Group.
- 2.4.6 All decisions made by the Steering Group, except those specifically related to the HGV targets in Section 12, will be on the basis of a majority of all the voting members. As set out within the Section 106 Agreement, there will be a dispute resolution procedure in place should any member of the Steering Group disagree with the decision and wish to contest it. Any changes with respect to the HGV targets can only be made with the agreement of Highways England.

2.5 STEERING GROUP OBJECTIVES

- 2.5.1 The main objectives of the Steering Group will be as follows:
- Ensure that each occupier has implemented a Travel Plan;
 - Review the route and operation of the shuttle bus
 - Ensure that the review and monitoring regimes are being followed;
 - Agree criteria the exemptions for permissible HGVs & LGVs in Dartford town centre;
 - Be responsible for deciding how any funds collected from any fines payable under Section 16 and 17 of this TMP should be spent;
 - Receive and review all the reports provided by the TMPM including reports relating to monitoring HGV trip generation and staff and visitor travel surveys;
 - Consider any issues raised by the Occupier Forum
 - Agree any changes to the TMP or additional actions; and
 - Agree funding for actions under Section 7 of this TMP from the Travel Plan Fund where appropriate.

2.6 TMP OCCUPIER FORUM

- 2.6.1 There will be a number of occupants at the Site, each with their occupier Travel Plans and the TMPM will set up a TMP Occupier Forum to co-ordinate and assist in these Travel Plans. The TMPM will invite each occupier to the Occupier Forum.
- 2.6.2 The Occupier Forum will consist of at least one nominated representative from each occupier and the Intermodal Terminal operator. They will meet to discuss the implementation of the TMP, and specifically the production and observance of their individual travel plans, and to discuss sustainable travel options at the Site and how these can be improved and promoted. The Occupier Forum will report back to the Steering Group, along with any suggestions for sustainable travel initiatives.
- 2.6.3 The TMPM will organise regular meetings so that staff from the different organisations can meet to discuss, generate ideas, plan events and help towards the implementation of identified measures. Information from the Occupier Forum will then be relayed back to staff across the Site by the nominated representatives, through internal meetings, email updates, etc.
- 2.6.4 The TMPM would also make contact with local large companies and invite them to attend / join the Occupier Forum in order to consider any wider initiatives.

2.7 EMPLOYEE TRIP MONITORING

- 2.7.1 The FTP element of the TMP sets travel mode targets for employees of the site, with the aim of reducing the number of vehicle trips made to the site, especially single occupancy vehicle (SOV) trips (see Section 6).
- 2.7.2 The TMPM will procure the necessary survey work in order to understand whether the targets are being met and, if not, identify remedial measures.
- 2.7.3 The scope of the survey will be discussed and agreed by the Steering Group (i.e. whether iTRACE or TRICS compliant surveys will be undertaken). There will be an initial baseline survey completed on occupation of the first unit, and then repeated at years 1, 3 and 5 (unless the Steering Group agrees otherwise), with subsequent surveys subject to review. It should be noted that, unlike the FMP element, monitoring will not be continuous. However, the proposed level of monitoring is in line with standard Travel Plan monitoring practice and is therefore considered suitable.

2.8 HGV AND LGV TRIP MONITORING

- 2.8.1 A key element of the FMP element of the TMP will be the monitoring of HGV and LGV trips. A monitoring system using Automatic Number Plate Recognition (ANPR), or similar alternative technology, will be installed prior to first occupation of the site.
- 2.8.2 The monitoring system will record HGV movements between the individual sites and the following locations; Burnham Road (towards Dartford), Perry Street and the slip roads at M25 Junctions 1A and 1B. It will also record LGV movements between the individual sites and Burnham Road.
- 2.8.3 The monitoring will identify the following movements, where each site includes each development plot and the intermodal terminal:
- HGVs to and from each site travelling to J1A and J1B in the morning and evening peak hour periods
 - HGVs to and from each site travelling to Burnham Road at any time
 - HGVs to and from each site travelling to Perry Street at any time
 - LGVs to and from each site travelling to Burnham Road at any time.
- 2.8.4 The TMPM will monitor the HGV and LGV movements monthly to determine whether the volumes are within the agreed thresholds where prescribed or where HGVs are to be restricted or subject to review. The results will be reported monthly to the Steering Group. As detailed in Section 12.3 within this document, should the prescribed HGV thresholds be exceeded a financial penalty system and remediation programme will be implemented.
- 2.8.5 Similar LGV monitoring will also take place on Burnham Road only, using the same equipment as set up for the HGV monitoring. This will identify LGVs which use Burnham Road (and therefore are seeking access to Dartford town centre) and will be subject to a financial penalty.
- 2.8.6 The ANPR, or similar technology, is to be sufficiently flexible so as to accommodate the potential for traffic from other developments using M25 junctions 1A and 1B to be monitored under the same system.
- 2.8.7 The Developer will be responsible for all costs associated with the installation, maintenance, operation and data analysis of the monitoring system. At this stage the exact locations and operating system that will be employed has not been identified.

3 FRAMEWORK TRAVEL PLAN – AIM AND OBJECTIVES

3.1 INTRODUCTION

- 3.1.1 The overarching aim of the FTP is to deliver appropriate measures to encourage employees based at the Site to use healthier and more sustainable transport options, therefore reducing the reliance and demand for trips to be made to the Site by car, and particularly single occupancy vehicle (SOV) trips.
- 3.1.2 The FTP section of the TMP has been written with reference to the relevant local and national planning guidance. For the submission of the Application a TfL ATTrBuTE report was prepared, see **Appendix A**. The ATTrBuTE report demonstrated that the FTP was in accordance with TfL's relevant guidance on travel planning in London at that time. However, ATTrBuTE is no longer used by TfL and is to be replaced shortly and therefore the Howbury FTP will follow the relevant TfL guidance at the time of implementation.
- 3.1.3 The future occupiers of the Site are currently unknown and the FTP has been prepared so that elements are adaptable to individual occupiers and the process by which this will be achieved is clearly set out.

3.2 FTP STRUCTURE

- 3.2.1 Sections 4 to 8 of this TMP set out details on the FTP which future occupiers of the Site must use as a reference to develop bespoke implementation plans and monitoring frameworks for their Occupier Travel Plans. The FTP section identifies a number of measures for staff travel and illustrates how these should be deployed to assist in achieving the strategic objectives of the Site as well as potential future mode share targets.

3.3 FTP OBJECTIVES

- 3.3.1 As detailed within the following sections, the specific objectives of the FTP are to:
- 1) Support employees and visitors of the proposed development to be more sustainable;
 - 2) Facilitate and encourage employees and visitors to use sustainable transport options in preference to the use of single occupancy private (SOV) cars;
 - 3) Protect and enhance the environment in and around the site;
 - 4) Provide the opportunity for employees to live a healthy and sustainable lifestyle; and
 - 5) Promote the financial, health and environmental benefits associated with sustainable travel.
- 3.3.2 These objectives will be achieved through the introduction of a package of measures that focus on promoting travel to and from the Site by sustainable transport. The package of measures proposed will inform and encourage businesses, employees and their visitors to consider the lower carbon travel alternatives that are available for everyday trips.

4 FRAMEWORK TRAVEL PLAN - EXISTING CONDITIONS AND MODE SHARE

4.1 SUSTAINABLE TRANSPORT CONNECTIONS

Pedestrian and Cycle Network

- 4.1.1 The Site is located adjacent to the residential area of Slade Green. The residential areas of Erith and Northumberland Heath lie within 2km of the centre of the site. To the south and south-east, Dartford Town Centre and the residential area of Temple Hill are both located within 2km of the Site with the majority of the London Borough of Bexley and Dartford Borough lying within a 5km cycle ride.
- 4.1.2 **Figures 4.1 and 4.2** show the walking and cycling catchments for the Site and illustrate the location of existing residential communities in relation to the site, demonstrating that there is a range of facilities within 2km and 5km of the site.
- 4.1.3 Observations within the study area have identified that:
- There is an established network of good and well lit footways surrounding the Site forming a sophisticated and highly permeable network. This provides connectivity between the site, Slade Green railway station, local facilities and amenities and the surrounding residential communities;
 - Traffic speeds on the residential routes adjacent to the Site are generally low and therefore lend themselves to safe pedestrian and cycle movements;
 - Footways are provided on both sides of Thames Road (A206) and drop kerb crossings are provided at junctions;
 - Signal pedestrian crossings are provided at the Thames Road / Perry Street and Thames Road / Howbury Lane junctions and on Thames Road adjacent to Shearwood Crescent, Meadway Road and to the north of Crayford Way;
 - A signed, segregated cycle lane is provided along Thames Road;
 - A signed, mixed segregated off-road cycle route is provided, linking the Site to the centre of Dartford via Burnham Road, Lawson Road, Priory Road and Victoria Road; and
 - A continuous, well signposted cycle network exists, connecting the existing residential areas and centres of activity, including Bexley, Barnehurst, Crayford, Erith and North End.

Proposed Cycle Parking

- 4.1.4 LBB has adopted the London Plan cycle parking standards and therefore a total of 369 long-stay cycle parking spaces are proposed for the warehouse element of the scheme (1 space per 500sqm). The actual long-stay cycle parking provision will be considered on a phase by phase basis as part of the Reserved Matters submissions. A suitable level of parking will also be provided for the Intermodal Terminal.
- 4.1.5 LBB has determined that short-stay parking at a rate of 12% of the London Plan standard (1/1000sqm) will be acceptable and that the provision of parking should be linked to the Travel Plan monitoring and on a phase by phase basis.

Bus Services

- 4.1.6 The routes of existing bus services operating in the vicinity of the Site are shown on **Figure 4.3**. Slade Green railway station is within walking distance of the site. Bus services provided in the vicinity of Slade Green railway station comprise of the number 89, N89, 99 and 428 and these serve a number of regional and sub-regional destinations including Bexleyheath, Dartford, Bluewater, Erith and Woolwich.
- 4.1.7 The buses operate during the peak travel demand times for the Site which are likely to be 05:00-06:00, 14:00-15:00 and 22:00 – 23:00, based on a conventional three-shift working pattern. Table 4-1 sets out the service number, route and frequencies of the local bus services.

Table 4-1: Local Bus Services

SERVICE NUMBER	ROUTE DESCRIPTION	DAY	FREQUENCY (MINUTES)		
			05:00-07:00	13:00-15:00	21:00-23:00
89 / N89 (24 Hour Service)	Slade Green Station – Bexleyheath – Welling – Shooters Hill – Blackheath - Lewisham	Mon-Fri	10-15	9-10	
		Sat	15-19	10-12	20
		Sun	18-20	20	
99 (04:30 to 01:00)	Woolwich – Erith - Bexleyheath	Mon-Fri	13-20	12	
		Sat	15-20		15
		Sun	30	15	
428 (05:00-24:00)	Erith – Dartford - Bluewater	Mon-Fri		15	
		Sat	30		30
		Sun		30	

Source: Traveline

- 4.1.8 Table 4-1 demonstrates that the buses operate with a good level of frequency throughout the anticipated shift changeover periods. During the weekday peak periods (07:00-10:00 and 16:00-19:00), service 89 operates with a frequency of between 8-12 minutes, service 99 10-13 minutes and service 428 a 15 minute frequency.
- 4.1.9 In addition to the services identified in Table 4-1, there are a number of further onward bus services which provide connectivity to a wider catchment area. **Figure 4.3** illustrates these additional onward routes in the context of the site. The service number, route and peak and off-peak frequencies of these services are presented in Table 4-2.

Table 4-2: Further Bus Services (including Bluewater Transport Hub)

SERVICE NUMBER	ROUTE DESCRIPTION	DAY	FREQUENCY (MINUTES)		
			05:00-07:00	05:00-07:00	05:00-07:00
96 (04:30-00:30)	Bluewater – Dartford – Bexleyheath - Woolwich	Mon-Fri	15-20	8	
		Sat	20		15
		Sun	20-30	12-13	
492 (05:30-00:15)	Bluewater – Dartford – Bexley - Sidcup	Mon-Fri	30	25-30	
		Sat		30	60
		Sun	N/S		
Fastrack Route B (05:30-24:00)	Bluewater – Greenhithe – Temple Hill – Dartford	Mon-Fri	25-30	10	20
		Sat	N/S		
		Sun		20	30
Fastrack Route A (05:30-24:00)	Gravesend – Greenhithe – Bluewater – Dartford – Temple Hill	Mon-Fri	20	10	
		Sat	20-25		20
		Sun	N/S	20	

Source: Traveline

- 4.1.10 It should be noted that LBB have aspirations for a transit style bus service through the north of Bexley and study work has commenced with TfL and Royal Borough of Greenwich on a rapid transit bus scheme to link Woolwich with Dartford Fastrack. Funding for a feasibility study for the service is on LBB's CIL 123 list and therefore the Development would contribute towards any feasibility work through its CIL contribution.

Train Services

- 4.1.11 Slade Green rail station is approximately a 600m walk distance (equivalent to approximately 8 minute walk) from the first development plot on the site. The station is reached by walking west along Moat Lane, which forms the northern boundary of the site, then north along Forest Road to the station entrance.
- 4.1.12 Services operating out of Slade Green rail station are provided by South East Trains and enable connections to London Cannon Street and Dartford. The interchanges at these destinations provide access to wider, regional, national and international destinations.

- 4.1.13 The mainline between London Cannon Street and Dartford provides a regular service from Slade Green rail station to Greenwich and London Bridge. **Table 4-3** presents the destinations, approximate peak frequencies and journey times for direct services from Slade Green rail station.

Table 4-3: Key Destinations served from Slade Green Station

STATION	DESTINATION	APPROXIMATE JOURNEY TIME (MINUTES)	DAY	FREQUENCY (MINUTES)		
				05:00-07:00	05:00-07:00	05:00-07:00
Slade Green	London Cannon Street	45	Mon-Fri	15-30	10	20
			Sat	30		
			Sun	N/S	30	30
	Dartford	2	Mon-Fri	20-30		
			Sat	30	30	30
			Sun	N/S		
	Barnehurst	10	Mon-Fri	20-30	10-20	
			Sat	30		30
			Sun	N/S	30	
	Greenwich	27	Mon-Fri	15-30	10-15	10-20
			Sat	30	10	
			Sun	N/S	13-17	13-17
Woolwich Arsenal	14	Mon-Fri	15-30	10-15	10-20	
		Sat	30	10		
		Sun	N/S	13-17	13-17	

Source: National Rail Enquiries

- 4.1.14 The Site has good rail provision, with frequent rail services to main local and regional destinations within walking distance of the majority of the site.
- 4.1.15 The Site is therefore excellently positioned in terms of utilising the existing good level of public transport provision and on this basis, it is anticipated that a significant proportion of journeys to and from the Site would be undertaken by public transport.

4.2 MODE SHARE

4.2.1 Table 4-4 provides a summary of the travel to work mode share based on the journey to work data from the 2011 Census for the Bexley 008 Middle Super Output Area (MSOA). This only forms an initial forecast on modal share, with the true proportions to be determined through the initial staff surveys.

Table 4-4: Mode Share

USER TYPE	MODE SHARE
Underground, metro, light rail or tram	0.70%
Train	5.90%
Bus, minibus or coach	6.70%
Taxi	0.50%
Motorcycle, scooter or moped	1.20%
Driving a car or van	72.10%
Passenger in a car or van	4.50%
Bicycle	2.90%
On foot	5.50%
Other method of travel to work	0.70%

5 FRAMEWORK TRAVEL PLAN - PACKAGE OF MEASURES

5.1 INTRODUCTION

- 5.1.1 A wide range of travel plan measures will be introduced to support the aims and objectives of the FTP, as outlined within this Section. Whilst some measures are 'physical' in nature (shuttle bus service, lockers, cycle parking, etc.), others are more orientated towards the management and marketing of the FTP.
- 5.1.2 A combination of both approaches will help towards achieving the target modal split for staff journeys to and from the Site and ultimately offer future staff and visitors a choice of sustainable travel options. These targets are set in **Section 6**.
- 5.1.3 This Section outlines a selection of measures that will be implemented to help ensure that a variety of suitable and easily accessible and attractive alternatives to single-occupancy car use are available to staff and visitors. With the measures in place, the proposed development will contribute towards national and local policy objectives.
- 5.1.4 Whilst every effort has been made to include measures suitable for the site, type and location of the development, the initiatives provided are by no means exhaustive. Occupier Travel Plans are expected to evolve in response to new travel and transport issues that may arise.

5.2 PROMOTION AND MARKETING OF INFORMATION

- 5.2.1 The TMPM or occupier travel plan co-ordinators will ensure that the sustainable travel opportunities to and from the Site are communicated to staff at the Site, ideally prior to the employees commencing work at the site, with travel information being provided at the recruitment stage. This will promote sustainable travel opportunities and encourage their use before travel habits are formed.

Sustainable Travel Welcome Packs

- 5.2.2 When staff receive their letter confirming employment, they will also receive a sustainable travel welcome pack which will introduce them to their employer's Travel Plan and include information on local bus and rail timetables, cycle routes and car sharing opportunities.

Digital Updates

- 5.2.3 Email, social media platforms and the latest technology will be used to remind staff of the sustainable travel opportunities available to them, especially in respect of car sharing and public transport opportunities, in addition to raising awareness of upcoming travel surveys. TfL's journey planner will be recommended to staff to check real time bus and train information.
- 5.2.4 Staff will be able to use pre-prepared 'How To Find Us' information provided by the TMPM or occupier travel plan co-ordinators to inform visitors. This will provide visitors with sustainable travel information to help them plan their journeys to the site.

Sustainable Travel Notice Boards

- 5.2.5 Notice boards will be supplied in areas of high footfall, such as reception, communal areas, the entrance to the Site and main pedestrian routes. Larger copies of the information from the sustainable travel welcome pack will be displayed and updated when necessary.

Public Transport Information

- 5.2.6 Staff will be provided with timetable, route and fare information for local bus and rail services to ensure they are able to consider this mode of travel for journeys to and from work. This will highlight the good connectivity with Slade Green Station and the bus services at the station. This information will be distributed within the sustainable travel welcome pack and on sustainable travel media and notice boards.

Events

- 5.2.7 Any current local or national sustainable travel events will be promoted via email and social media platforms and, on occasions, events such as 'walk to work week' a free breakfast event, for example, may be held.

5.3 PUBLIC TRANSPORT ENHANCEMENT: SHUTTLE BUS SERVICE

- 5.3.1 As detailed within the Transport Assessment, for the previously consented scheme (2006) it was proposed to extend the 89 bus service into the north of the Site with extensions linked to the peak site periods.
- 5.3.2 However, during the pre-application process for the current application TfL indicated that they did not necessarily consider that a partial extension of the 89 service into the Site would be the most efficient use of the scheduled bus service. The primary reason is that they prefer to have routes which do not change throughout their operational period. At the same time it is difficult to extend the service into the Site so that it provides convenient stops for all the potential employees.
- 5.3.3 Given the reluctance to extend the 89 into the Site a number of other potential options were reviewed.
- 5.3.4 Arriva operate buses into Dartford station and KCC suggested that Arriva may wish to extend their services through the Site to Slade Green. At present they have not indicated that they would wish to operate such a service on first occupation. However, at some stage Arriva may consider that a viable service can be provided through the site. In these circumstances, the Developer would welcome such a service.
- 5.3.5 Instead of a scheduled service between Dartford and Slade Green stations, the potential for a shuttle bus between the two stations has been considered. It was concluded that the length of the route prevents the provision of an efficient fixed service and therefore would not provide a convenient or attractive service for future employees to use.
- 5.3.6 Similarly, two separate buses between the two stations were considered as an option. The forecast of employee numbers would indicate that there could be a demand for such services but without being able to survey future staff it is not possible to accurately confirm the use of such services.
- 5.3.7 A single shuttle bus between the Site and Slade Green Station was considered as the principal and most appropriate option. This bus could stop at various points around the Site to be agreed in consultation with the Steering Group. This would offer future employees the opportunity to utilise sustainable transport opportunities between the Site and the station and also connect to the high frequency bus routes that serve Slade Green Station (Services 89, 99 and 428).
- 5.3.8 As an alternative to the single shuttle bus to Slade Green station it was considered that this could possibly be extended to the adjoining residential area if there was demand for such a service.

- 5.3.9 Having considered all the options it was concluded that a bespoke demand based shuttle service is the optimum provision, particularly in the early years. This service would initially consist of one shuttle bus fully funded by the Developer for the first five years, operating throughout the day. This will maximise the ability of employees to access the Site by public transport, ensuring that there is a connection with the existing bus and rail services as well as other local employees. In addition, it will be able to reflect the peak employee demands, including the early morning and late evening shifts.
- 5.3.10 After the fully funded five year period, the bus will continue to operate for the lifetime of the development and be funded by a combination of collected fares, employee subsidies and the Developer through management charges, unless a bus operator provides a scheduled service.
- 5.3.11 To implement the bespoke service it is proposed that likely staff travel choices are recorded during recruitment and that a full staff travel survey is conducted following occupation of each unit and the Intermodal Terminal in order to:
- Accurately understand where employees are travelling to / from;
 - Assess whether there should be a pick-up point at the local train stations;
 - Assess whether there would be demand for the service from the local residential areas; and
 - Assess the demand for the service throughout the day.
- 5.3.12 From the results of these surveys it would then be possible to devise a shuttle bus strategy that would aim to maximise the number of employees served and ensure efficient routes to reduce unnecessary single occupancy car trips to the Site. Annual staff surveys as part of the travel plan package would be conducted to accommodate new employees and a phased occupation of the Site. The monitoring of this service would all be undertaken by the TPM and reported to the Steering Group.
- 5.3.13 However, in advance of any confirmed employee travel data it is considered that a demand responsive service based on a nominal route between Dartford station and Slade Green station should form the basis of promoting the initial bus strategy, with the route of this service illustrated on **Figure 5.1**. The shuttle bus service will provide access to the most popular locally available public transport services such as Slade Green railway station and the numerous bus services that operate at the station and / or Dartford station. This will therefore enhance the opportunities available for using the local rail and bus services and will contribute towards a reduction in single occupancy vehicle trips and reduce the demand on the local highway network.
- 5.3.14 This service could serve a station every 15 minutes but in practice would be targeted to the specific shift changes of the occupiers. The actual frequency and capacity of this service will be dependent upon the registered demand by the occupiers and reviewed by the Steering Group. It will be funded by the Developer for 5 years unless replaced by a bus service through the site within that period (see paragraph 5.3.15 below).
- 5.3.15 The charging mechanism for the shuttle bus will be designed to enable the shuttle bus to be self-supporting by a combination of staff charges and individual occupier subsidies. Alternatively, as the route between stations through the Site is quicker than on the existing road, a bus operator may be prepared to commercially run a service through the site, in which case any obligation by the Developer will cease.

5.4 MEASURES TO PROMOTE WALKING AND CYCLING

- 5.4.1 It will be important to promote walking and cycling to both staff and visitors. Measures to promote these will include:
- Provision of pedestrian and cycle route maps via welcome packs and notice boards.
 - Staff showers and lockers for every member of staff to use at the development, thereby allowing items to be left securely and will allow staff to consider walking, cycling or using public transport without needing to transport items on a daily basis, or to change clothing.
- 5.4.2 The possible provision of cycling proficiency classes will be investigated for any staff interested in cycling but who may first wish to increase their confidence in cycling through attendance at training lessons.
- 5.4.3 Cycle stands will be provided in accessible locations close to the entrance of each unit.
- 5.4.4 As previously detailed, a total of 391 cycle spaces will initially be provided on the site, with this possibly increasing based on demand (as monitored by the TMPM).

5.5 MEASURES TO PROMOTE EFFICIENT CAR USE

Car Share Databases

- 5.5.1 To ensure the most efficient use of cars that do travel to and from the site, staff will be encouraged to car share wherever possible. This will help to reduce the overall number of car journeys being made in the first instance, whilst encouraging a pattern of more efficient car use amongst staff. In light of the high probability of shift working at this site, the promotion of car sharing is considered an important measure.
- 5.5.2 The TMPM will ensure that staff are aware of car sharing opportunities so that they can consider the viability of this option, this will include actively promoting 'kentjourneyshare' which is endorsed by KCC. The Developer should contact KCC and add Howbury Park as an employer to 'Kent Journey Share'.
- 5.5.3 The TMPM will also research other car sharing schemes in the area, such as those promoted by LBB and, if relevant, promote them.
- 5.5.4 The TMPM will be responsible for promoting the car sharing opportunities.
- 5.5.5 Each unit at the Site will provide exclusive reserved car share spaces to encourage employees to travel to work sustainably. In addition to this, 20% of the overall car parking spaces will be equipped with electrical charging points to ensure staff that choose to travel sustainably are able to recharge electrical vehicles and an additional 20% of passive provision for electric vehicles in the future. The use of the charging points will be monitored by the TMPM and use recorded through the staff travel surveys. This will identify whether the additional passive spaces, which will have ducting in place ready for conversion, are required.
- 5.5.6 To boost interest further, the TMPM will arrange lunchtime events at the Site to promote the 'Kent Journey Share' scheme and any other available databases. These events will also include competitions and giveaways to attract staff to attend them, further boosting the potential to establish car share matches.

Car Share Promotional Events

- 5.5.7 To boost interest further, the TMPM will arrange lunchtime events at the Site to promote the 'Kent Journey Share' scheme. These events will also include competitions and giveaways to attract staff to attend them, further boosting the potential to establish car share matches.

Guaranteed Ride Home Service

- 5.5.8 One reason frequently given by people unwilling to car share is a concern over being stranded at the workplace if the car share relationship breaks down on a given day for any reason, e.g. if the car share partner has to leave early on a given day due to an unplanned event.
- 5.5.9 To provide reassurance on this issue, occupiers will be required to establish a 'guaranteed ride home' policy for all registered car sharers. In cases of an emergency where a car sharer is left unable to get home, the occupiers will cover the reasonable cost of their journey home by taxi or public transport as appropriate. Costs to businesses are anecdotally very small.

5.6 PROVISION OF INFORMATION TO VISITORS

- 5.6.1 While this travel plan focuses on staff travel, it also recognises the need to encourage visitors to the Site to consider the use of sustainable travel modes when making their journey.
- 5.6.2 A measure to disseminate sustainable travel information to visitors is by sending an email. The TMPM or occupier travel plan co-ordinators will provide a template email for company intranets, which can be easily copied and pasted into meeting invites when contacting visitors in advance of meetings (providing hyperlinks to existing public transport information portals e.g. journeyplanner.tfl.gov.uk and National Traveline).

5.7 AREA-WIDE OPPORTUNITIES

- 5.7.1 The TMPM will seek to establish close working links with other nearby site owners and occupiers to resolve any common travel issues affecting both, and to explore potential efficiencies and economies of scale in the joint delivery of travel plan measures. This will provide the possibility for expanding and improving some of the measures proposed as part of the Howbury Park Travel Plan, such as a larger pool of members within the car-share database.

5.8 SUMMARY

- 5.8.1 The measures stated in this Section should achieve the aims and objectives described in Section 3, through encouraging the use of sustainable transport means to travel to the site. Measures are focussed on the promotion of good existing public transport services, car sharing, and the possibilities for accessing the Site by bike or on foot.

6 FRAMEWORK TRAVEL PLAN – TARGETS

6.1 TRAVEL PLAN TARGETS

6.1.1 To help guide the progress of this FTP several targets have been adopted that will be reviewed by the TMPM on an annual basis. These targets relate to both delivering *outputs* and achieving *outcomes*.

- **Output targets:** relate to the implementation of the travel plan. They help to ensure everything remains on course with the delivery of the different measures.
- **Outcome targets:** relate to the effect of implementing the travel planning measures.

6.2 OUTPUT TARGETS

6.2.1 The output targets provided within Table 6-1 will be adopted. Provided below is a reminder of the FTP objectives:

- 1) Support the proposed development to be more sustainable;
- 2) Facilitate and encourage greater use of sustainable transport options in preference to the use of single occupancy private cars;
- 3) Protect and enhance the environment in and around the site;
- 4) Provide the opportunity for employees to live a healthy and sustainable lifestyle; and
- 5) Promote the financial, health and environmental benefits associated with sustainable travel.

Table 6-1: FTP Targets

Output Target	FTP Objective Addressed	Responsibility	Timescale
Appoint and fund a TMPM for the life of the development	1, 2, 3, 4, 5	Developer	Prior to first occupation of Development
Undertake a baseline staff travel survey at the Site.	1, 2, 3, 4, 5	Developer through TMPM	As part of recruitment and within three months of first occupation
Preparation of sustainable travel welcome packs	1, 2, 3, 4, 5	Developer through TMPM	Prior to first occupation of Development
Distribute all travel information and promotional materials to 100% of staff	1, 2, 3, 4, 5	Developer through TMPM	As part of recruitment and on occupation (or prior to, where possible)
Promotion of car sharing databases	1, 2, 3, 4, 5	Developer through TMPM	On occupation (or prior to, where possible)

6.3 OUTCOME TARGETS

- 6.3.1 The measures proposed in the FTP aim to establish sustainable travel behaviour in employees at the Development from first occupation. Outcome targets facilitate a quantitative method of monitoring this.
- 6.3.2 In the Mayor's Transport Strategy (shown in Section 5.24, paragraph 629) *'more than 400 organisations collectively employing in excess of 450,000 staff now have TfL supported travel plans in place. An average 13 per cent reduction in the number of car journey trips to work has been recorded from those that have undertaken post implementation monitoring.'*
- 6.3.3 This FTP has been written in accordance with TfL's 'ATTRIBUTE' guidance and will be updated in line with guidance at the time of implementation. It is proposed the target reduction of car journey trips is similar to the average identified in the Mayor's Transport Strategy. It is therefore proposed to set a target that the base car driver mode share of 72% (Table 4-4) is reduced to 59%.
- 6.3.4 The target of 59% will be maintained until the monitoring shows that the 59% target has been achieved. In these circumstances it can be concluded that the FTP has been a success, as the aspirational TfL target has been reached. However, in these circumstances the Steering Group may wish to consider another aspirational target and encourage the occupiers to continue with appropriate measures if it wishes, funded through the Transport Management Fund. If the target of 59% is not met then a period of further monitoring will be required and possible measures should be reviewed by the Steering Group.
- 6.3.5 **Section 7** summarises the Action Plan for implementation including the objectives of the travel plan, targets, measures and timescales for implementation of the measures.

7 FRAMEWORK TRAVEL PLAN – ACTION PLAN, MONITORING AND REVIEW

7.1.1 Table 7-1 sets out the Action Plan.

Table 7-1: FTP Action Plan

Travel Plan Action	Target	Travel Plan Measure	Timescale	Responsibility
Raising Staff Awareness of Sustainable Travel Options	To increase the mode share of sustainable travel options assuming a relationship between the reduction of car usage and a resultant increase of sustainable transport. Addresses FTP Objective: 1, 2, 3, 4, 5	Sustainable travel welcome packs for both new and existing staff	Prepare prior to occupation of each unit with updates as necessary	Developer through TPM
		Sustainable travel event(s)	After first occupation	Developer through TPM
		Sustainable travel notice boards in key locations	On occupation and updates as necessary	Each occupier
		Shuttle bus	On occupation	Developer through TPM
Promoting Efficient Car Use	To decrease the number of car trips by a similar percentage to that seen in the Mayor's Transport Strategy Addresses FTP Objective: 1, 2, 3, 4, 5	Car Share database to be set up and car share spaces to be promoted to staff and allocated car share spaces provided	Database set up following initial staff survey and then promoted every three months	Developer through TPM
		Car Share promotional event to be held	After first occupation and once a year during Liftshare week	Developer through TPM
		Guaranteed ride home service for registered car-sharers	Set up on each occupation	Each occupier (TPM to support set up)

Promoting Public Transport Use	To increase the mode share of sustainable travel options assuming a relationship between the reduction of car usage and a resultant increase of sustainable transport.	Public transport information to staff through welcome packs	Prepare prior to each occupation with updates as necessary	Each occupier (TMPM to support set up)
	Addresses FTP Objective: 1, 2, 3, 4, 5	Annual travel pass purchase scheme	Beginning of year from occupation	Each occupier
		Discussions between operators and Steering Group	Steering Group Meetings	Developer through TMPM
Promoting Cycling and Walking	To increase the mode share of sustainable travel options assuming a relationship between the reduction of car usage and a resultant increase of sustainable transport.	Walking and cycling route maps issued to staff	Prepare prior to each occupation with updates as necessary	Each occupier (TMPM to support set up)
	Addresses FTP Objective: 1, 2, 3, 4, 5			
Joint Working with site-occupiers / local large employers	To increase the mode share of sustainable travel options assuming a relationship between the reduction of car usage and a resultant increase of sustainable transport.	TMPM to seek close working relationship with site occupants and other local large employers. Possible joint working with other local employers (towards a potential area-wide Travel Plan)	Contact with external companies would be made prior to occupation. Occupier Forum would be set up on first occupation with regular meetings then arranged.	Developer through TMPM
	Addresses FTP Objective: 1, 2, 3, 4, 5	Occupier Forum to be set up.		

7.2 MONITORING

- 7.2.1 Monitoring of the targets within this FTP, which will be the responsibility of the TMPM acting on behalf of the Developer, will be undertaken at years 1, 3 and 5 following the initial baseline survey

to ensure progress on meeting the mode share target is being achieved unless otherwise agreed by the Steering Group. The scope of the survey will be discussed and agreed with the Steering Group (i.e. whether iTRACE or TRICS compliant surveys will be undertaken). Subsequent surveys may be required depending on the progress of the FTP.

- 7.2.2 Annual staff travel surveys will be undertaken to provide a regular snapshot of staff commuting patterns. This information will be central to establishing how effective the measures have been in meeting the objectives set in this FTP.
- 7.2.3 Where targets are being reached considerably ahead of the horizon year (five years following the baseline survey), more ambitious targets may be established to ensure the FTP retains momentum in furthering sustainable travel patterns. Where targets are not being reached, additional measures will be agreed by the Steering Group and introduced by the TMPM, as detailed in 7.3 below.
- 7.2.4 Monitoring reports will be provided to the Steering Group by the TMPM who will review the FTP annually following analysis of staff travel patterns. This is to allow sufficient time for the measures to be implemented and take effect, while also providing an opportunity for measures to be evaluated fully and a fresh approach to the travel plan to be adopted if required.
- 7.2.5 A wholesale review of the FTP will happen at the end of the five year period in order to determine the nature of the FTP for the subsequent 5 years.

7.3 REVIEW AND REMEDIAL ACTION PLAN

- 7.3.1 If at the end of each monitoring period there has not been an improvement on the previously recorded car driver mode share then the series of remedial actions in Table 7-2 are proposed.

Table 7-2: Remedial Actions

Order of Actions	Action
1	Identification and notification of failure to meet mode share target.
2	Steering Group to discuss way forward.
3	Meeting with tenants to agree mutually convenient and voluntary measures.
4	Review the use and operation of the shuttle bus service to identify possible enhancement.
	Provide a minimum of 20% discount or subsidy on the cost of bicycle equipment.
5	Provide interest free loans for purchase of bicycles.
	Provide a minimum of 20% subsidy on motorcycle training courses.
	Provide bus and rail season ticket loans at preferential interest or zero interest rate.
6	Purchase site Pool Cars to hire for business travel or form partnership with a local Car Club.

- 7.3.2 The Steering Group will have a Travel Plan Fund of £25,000 per annum for the period of ten years from first occupation to apply to any of the above measures or other measures it feels will assist in achieving more sustainable travel.
- 7.3.3 Monies not used in the early part of the ten year period, when occupations are less, will accrue and roll forward for use in later years if needed, as directed by the Steering Group. After 10 years all unspent funds will be continue to be available to the Steering Group for further expenditure.

8 FRAMEWORK TRAVEL PLAN – SUMMARY

- 8.1.1 This Framework Travel Plan (FTP) has been prepared by WSP in support of the planning application to provide a Strategic Rail Freight Interchange on approximately 60 hectares of land at Howbury, Bexley by Roxhill Developments Limited.
- 8.1.2 The FTP presents the objectives and strategy for the delivery of measures to promote sustainable travel patterns. An assessment of the Site has provided evidence about the potential non-car transport options that will be available and viable for future workers and visitors to consider.
- 8.1.3 The measures in this FTP are focused primarily on raising awareness of the public transport options available, the ability to access the Site on foot and by bike, and the promotion of car sharing opportunities.
- 8.1.4 Progress of the FTP will be monitored and reviewed against the targets set at years 1, 3 and 5 and subsequent years if deemed necessary. A Travel Plan Fund will be available to the Steering Group to support measures to assist in achieving mode share targets.
- 8.1.5 As discussed in Section 5, a bespoke demand based shuttle bus service will be promoted by the Developer between the Site and the local residential areas and the Slade Green and Dartford railway stations. This would commence following a travel survey of staff prior to their employment commencing, to be able to ascertain the demand for the service and routing requirements. The frequency and capacity of this service will be dependent upon the registered demand by the occupiers and will initially be funded by the Developer, with the continued operation of the service being funded by appropriate charges to occupiers and users.
- 8.1.6 It is most likely that the shuttle bus service will provide access between the Site and the Slade Green and Dartford railway stations and the numerous bus services that operate via the stations, therefore enhancing the opportunities available for using the local rail and bus services. This will contribute towards a reduction in single occupancy vehicle trips and reduce the demand on the local highway network.
- 8.1.7 The management of the FTP measures should be combined with the FMP and a summary of the combined measures and delivery is provided at the end of this document.

9 FREIGHT MANAGEMENT PLAN – INTRODUCTION AND OBJECTIVES

9.1 INTRODUCTION

- 9.1.1 The Freight Management Plan (FMP) will monitor the freight use of the Site by rail and road. For rail use it will seek to ensure that occupiers are identifying and planning to use rail wherever possible. For road use it will outline suitable aims and objectives before identifying measures to monitor, minimise and, if necessary, control the impact of road freight on the surrounding highway network. There will be an implementation and monitoring strategy for the identified measures.
- 9.1.2 This FMP covers all goods vehicles, namely light goods vehicles (LGVs) and Heavy Goods Vehicles (HGVs) accessing the loading bays of the warehouse units or the Intermodal Terminal. Where LGVs are all goods vehicles with a maximum gross weight of 3.5 tonnes and HGVs are all vehicles with a gross weight in excess of 3.5 tonnes.

9.2 AIM

- 9.2.1 The definition of 'sustainable freight distribution' is outlined in the London Freight Plan as "*the balanced management and control of the economic, social and environmental issues affecting freight transport*".
- 9.2.2 The aim of this FMP is to identify, manage and monitor the challenges associated with freight to achieve a sustainable freight transport interchange.

9.3 FREIGHT MANAGEMENT OBJECTIVES

- 9.3.1 The objectives of the FMP are as follows:
- 1 Seek to ensure that rail use is maximised. The TMPM and Intermodal Terminal operator will provide presentations to occupiers of the Site to explain the operation and benefits of using the rail freight interchange.
 - 2 Ensure that the appropriate access measures are in place so that HGVs and LGVs can reach the Site whilst minimising disruption to local residents and the local highway network.
 - 3 Inform HGV and LGV drivers on the best route to help them reach the Site as quickly as possible with least disruption.
 - 4 Manage the arrival and departure of HGVs and LGVs at the Site Park where possible, to ensure supply chains operate as efficiently as possible and to minimise disruption to the local highway network.
 - 5 Reduce vehicle emissions and noise, improve fuel consumption and improve safety.

10 FREIGHT MANAGEMENT PLAN – SITE CHARACTERISTICS

- 10.1.1 Howbury Park enjoys a central position within the Thames Gateway. Over recent years the area has experienced residential and employment growth as part of the Thames Gateway regeneration programme.
- 10.1.2 The Site is situated in Slade Green in the London Borough of Bexley with the southern end of the access road being within the Dartford Borough Council.
- 10.1.3 The Site is bounded on its western side by Slade Green train depot and Crayford Creek Junction. Moat Lane lies to the north of the Site and areas of natural marshland and land fill are located to the east. The River Cray and its flood plain lie to the south of the Site and beyond that the A206 Bob Dunn Way and Thames Road. The A206 provides connection into central London to the west and Junction 1A of the M25 to the east. Beyond the A206 to the south lie areas of housing and commercial activity.
- 10.1.4 Central London is located approximately 14 miles to the west of the Site with Erith town centre approximately 1.5 miles to the north-west. Immediately to the north west of the Site there are the existing communities of Slade Green and North End which are within a comfortable walking distance of the site. Crayford and Dartford are to the south and are also within a reasonable travelling distance. To the east along Bob Dunn Way there has been a considerable amount of development since 2007. This area is known as The Bridge and includes a combination of residential and commercial developments.
- 10.1.5 As part of the growth and regeneration of the area a number of retail distribution centres have been established in close proximity to the site, demonstrating that it is a good location to serve the London conurbation. Notably the food retailers are particularly attracted to the area with the following retailers being within a 6km radius of the site:
- Asda (two sites);
 - Tesco;
 - Sainsbury's;
 - Co-operative;
 - Lidl; and
 - Ocado / Morrisons (proposed).

11 FREIGHT MANAGEMENT PLAN – RAIL USE

11.1 INTRODUCTION

11.1.1 The aim of this Section is to review the operation of the Intermodal Terminal and the inherent self-sustaining nature of the associated mode shift of freight from road to rail.

11.1.2 LBB suggested the following two planning conditions which were acceptable to the Developer:

- *“The development hereby approved shall operate only as a Strategic Rail Freight Interchange within the meaning attributed by Footnote 42 of the National Policy Statement on National Networks (2014) and as assessed in the Environmental Statement submitted to support the proposal”;*
- *“No part of the warehousing space hereby approved shall be occupied or brought into use prior to:- a. the completion of the Intermodal area (Zone C) rail infrastructure as shown on the Parameters Plan 30777-PL-1011; and b. its operational connection to the North Kent main line rail network (provided that if there are delays of a temporary or emergency nature in making this connection by reason of actions outside the developer’s control, then such occupation shall be permitted subject to the prior written agreement of the Local Planning Authority)”.*

11.2 OPERATIONS

11.2.1 All the existing operational SRFIs in Great Britain (DIRFT, Hams Hall, Birch Coppice, 3MG Widnes, Wakefield Europort and Mossend Eurocentral) have intermodal terminal facilities, each of which has generated new rail freight services, even where SRFI are in close proximity to other SRFI and RFI (e.g. Hams Hall is 8 miles from Birch Coppice and 12 miles from Birmingham Landor St RFI). The rail freight services have enabled long-distance lorry trips travelling to and from the local area to be converted to rail for most of the journey.

11.2.2 As with these other successful SRFIs, an independent and competent company will be procured to operate the Intermodal Terminal at the Site. This company is highly likely to fall into one or more of the following categories:

- A third-party logistics company, which will operate the Intermodal Terminal in addition to occupying a warehouse on site;
- A train operating company, which will operate the Intermodal Terminal in addition to providing train services to and from the site;
- A specialist terminal operating company, which will operate the Intermodal Terminal in addition to other terminals elsewhere.

11.2.3 Any such company will have the creation of rail patronage at the rail terminal as its overriding operating objective to generate income to off-set the significant costs associated with the on-going operation of the facility.

11.3 RAIL COSTS

11.3.1 The intermodal facility is to be provided prior to the first occupation of the warehouse buildings at the Site. Hence the Developer is committed to the significant costs of creating an SRFI, prior to the wider site becoming operational.

- 11.3.2 In terms of development, Network Rail has recently provided an estimate of the costs associated with construction of the main line access through to the Intermodal Terminal on site, with this likely to be around £10m. Construction of the intermodal terminal sidings, apron, lighting and fencing will cost an estimated further £10m. The minimum level of handling equipment required to commence operations on site will involve further capital investment of at least £1m. Therefore providing an operational rail freight interchange will effectively add 28% to the cost of providing serviced land for the equivalent non rail intermodal B8 development, for which there would be no directly equivalent increase available in the warehouse rental which the market could sustain.
- 11.3.3 In maintaining an operational rail facility, the terminal operator (as set out above) will want to achieve a profitable business on site as quickly as possible. The initial high level of fixed cost involved in equipping and manning the terminal will create operating costs of at least £1m per annum. As a subset of the operating costs, Network Rail is obliged under its Licence Conditions to charge end users for maintenance of main line connections off the national network, through an industry-standard Connection Agreement, which is expected to cost between £20,000 and £30,000 per annum.
- 11.3.4 No subsidies or grants are available to underwrite the specific development or operating costs of the Intermodal Terminal. The bespoke nature of the Intermodal Terminal and its equipment also means that the facility could not be used for other commercial activities.
- 11.3.5 It is therefore evident that the Intermodal Terminal operator will be strongly incentivised to ensure that the facility attracts as much traffic as possible.

11.4 WIDER PROMOTION & TMPM SUPPORT

- 11.4.1 The selection of the operator for the Intermodal Terminal will be the subject of a competitive procurement exercise. The decision-making criteria for selection of the preferred operator will include the experience and prospects for maximising the use of the Intermodal Terminal to occupiers and local business.
- 11.4.2 As part of the marketing push for the first phase of development, the TMPM will organise a stakeholder engagement event on site (or locally) to promote the Site and its rail facilities, not just to prospective occupiers but to the wider business community, co-ordinated with the LPAs, TfL, local Chambers of Commerce and trade associations (e.g. Freight Transport Association and the Rail Freight Group).
- 11.4.3 The TMPM will, as part of his / her duties, maintain regular dialogue with occupiers and the Intermodal Terminal operator, as well as representatives of the freight transport industry (e.g. train operating companies, FTA, RFG, TfL), producing periodic reports summarising engagement activity and market feedback, where this does not prejudice commercial discussions between the terminal operator and prospective customers. Details of dialogue and/or meetings with the occupiers or the intermodal operator, including notes and actions from the Occupier Forum, will be reported to the Steering Group in a timely manner to enable proper consideration of the issues prior to, and a meaningful discussion at, the next Steering Group meeting (or before any non-urgent actions agreed at the Occupier Forum are implemented).
- 11.4.4 The operator of the Intermodal Terminal will also be part of the Occupier Forum and will therefore have regular contact with all other stakeholders and will therefore have the opportunity to disseminate information and promote the use of rail. As previously discussed, local large companies will also be invited to the Occupier Forum and therefore rail use will be promoted to both internal and external companies.

12 FREIGHT MANAGEMENT – HGV TARGETS

12.1 INTRODUCTION

12.1.1 This Section sets out the targets which will be applied to the proposed development to ensure that the development operates as an SRFI and the HGV impact is mitigated.

12.2 HGV TARGETS

12.2.1 The Site will be subject to a specific target relating to the volume of HGVs generated by the Site accessing the M25 at Junctions 1A and 1B during weekdays in the peak periods. These targets are set out in Table 12-1.

Table 12-1: Weekday Peak Period Two-Way HGVs per Hour Using M25 Junctions 1A and 1B

	AM Peak Period (07:00–10:00)	PM Peak Period (16:00–19:00)
Total HGVs per Hour at J1A & 1B	32	56

12.2.2 The peak period targets will remain unless or until there is any substantive change in the Strategic Road Network (SRN), for example the Lower Thames Crossing scheme. If the Developer considers that there is a forthcoming or implemented change he will inform HE and the Steering Group of his view and seek either the removal, or increase, of the peak period targets.

12.3 VEHICLE RESTRICTIONS & MONITORING

12.3.1 As detailed within Section 16, a series of ANPR cameras, or similar technology, is to be installed on the Site and local roads to monitor the movement of HGVs associated with the development.

12.3.2 There are to be restrictions placed on certain movements during specified periods and, should these exceed the agreed limits, financial penalties will be incurred by the individual site owner and / or the offending occupiers. Details on the restrictions and penalties are also provided in Section 16.

13 FREIGHT MANAGEMENT PLAN – HGV AND LGV ACTION PLAN AND TOOLKIT OF MEASURES

13.1 ACTION PLAN

13.1.1 Table 13-1 provides an Action Plan to support the freight management objectives.

Table 13-1: HGV Management Action Plan

Objective Number	Timescale	Action / Initiative	Benefits	Notes
1	On occupation	Advice to drivers on routes to take to Howbury Park including signage, mapping and a telephone helpline. Ensure that HGVs are equipped with lorry specific satellite navigation systems. Ensure operators and drivers are also aware of Kent County Council's online Freight Gateway Journey Planner.	Organisation, HGV Drivers and Residents/Local Area	Operators will be informed of the HGV/LGV ban on Burnham Road and the associated penalties for HGVs ignoring the restriction
2	On occupation	Co-ordinate occupier and Intermodal Terminal Vehicle Booking Systems to manage peaks. Development of lorry parking plan to manage HGV peaks at the terminal.	Organisation and Residents/Local Area	
3	On occupation	If not already members, encourage operators to join TfL's Freight Operator Recognition Scheme. Explain the benefits of joining the scheme.	Organisation and Residents/Local Area	

13.2 TOOLKIT OF MEASURES

13.2.1 A toolkit of measures has been developed to positively contribute towards achieving the freight management objectives and support the Action Plan.

13.2.2 Modern logistics practice seeks to operate distribution facilities and associated transport services as efficiently as possible in order to minimise the level of resources and costs required to move freight.

13.2.3 Occupiers of major distribution units, ports and inland intermodal terminals tend to operate vehicle booking systems as part of their normal supply chain management process. This ensures as far as possible that inbound and outbound deliveries are correctly sequenced, restricting HGVs from arriving at unplanned times and congesting delivery bays, intermodal terminals and service yards. As an example, retailers often give their suppliers and logistics providers delivery slots into their facilities, and may even penalise those who miss their slots. If a driver misses an allocated slot, they would then need to phone through and book a later slot.

13.2.4 As well as measures to manage HGVs and LGVs through a site, the distribution industry makes extensive use of vehicle scheduling and routing packages. It is important to ensure that HGV movements are kept clear of peak periods and known areas of congestion wherever possible, to avoid wasting valuable driver hours and vehicle fuel/hours. The following are key considerations with respect to the operation and interaction / impact of the development across the surrounding area:

- Restrictions to stop HGVs and LGVs from travelling on local residential streets surrounding the Site and Dartford town centre unless specifically required for local deliveries (these restrictions are detailed later in this document).
- Advice given to drivers regarding the most efficient routes to take to the Site including signage and mapping, and providing a telephone helpline to assist HGV drivers travelling to the Site (as detailed later in this document, a signage strategy and associated financial contribution have been identified).
- Improve vehicle standards (e.g. air and noise quality), this includes ensuring that as freight vehicles reach the end of their design life they are upgraded to HGVs with improved emission and efficiency standards resulting in a staged cycle of upgrade and renewal.

13.2.5 In addition to these measures the established procedures for booking HGVs through the Site will manage the flow of HGVs through the interchange. As discussed above, there are to be restrictions applied on vehicle movements to and from the site. As detailed later, operators who breach their individual limits and / or route restrictions will be subject to financial penalties. Regardless of the identified restrictions, it is considered that operators will already have had a booking system in place. The threat of financial penalties further enforces the need for operators having a suitable booking system; otherwise they increase the risk of incurring ongoing financial penalties. Co-ordination of such systems and procedures will be undertaken in order to seek to align these with any similar traffic management measures to and from the trunk road network.

13.2.6 HGV waiting areas with welfare facilities will be provided within the site. This will provide the opportunity for drivers to arrive ahead of their time slots and afford them the opportunity to take their statutory rest breaks and/or avoid travelling during the peak period.

Fleet Operator Recognition Scheme (FORS)

13.2.7 The Fleet Operator Recognition Scheme (FORS) is an accreditation scheme encompassing all aspects of safety, fuel efficiency, vehicle emissions and improved operations. FORS helps fleet operators to measure and monitor performance and alter their operations in order to demonstrate best practice. It is open to operators of vans, lorries, mini-buses, coaches and other vehicles and to the organisations that award contracts to those operators.

13.2.8 Tenants / operators who are not already members of the FORS scheme will be encouraged to join.

M25 and Dartford Crossing Information Dissemination

13.2.9 Due to the nature of the development proposal it is important that HGV vehicles accessing the Site are made aware of the operation of the Dartford Crossing and its approaches and the restrictions and associated consequences of non-compliance that would result in terms of delay and possible driving penalties. The information will be disseminated using the following measures:

- The latest digital technology;
- Information available within communal areas on notice boards;
- Real time traffic information displayed at all sites; and
- Leaflets will be provided upon receipt of an employment offer within their sustainable travel welcome pack to improve awareness for HGV drivers and new employees at the Site, similar to those which have been developed by Highways England (see **Appendix B**).

- 13.2.10 These measures will reduce the risk of HGV drivers not understanding the access arrangement at the Dartford Crossing and provide up to date information on traffic conditions.

KCC Online Route Planning Guidance

- 13.2.11 KCC have produced an online interactive tool that enables HGV operators to plan an 'HGV friendly route' based on the height and weight restrictions on the local highway network and recommended roads for HGVs.
- 13.2.12 Occupiers will be actively encouraged to use this online tool, this information will be disseminated through the sustainable travel welcome pack, website and community notice boards.

14 FREIGHT MANAGEMENT PLAN – HGV ROUTING AND SIGNAGE STRATEGY

14.1 INTRODUCTION

14.1.1 A routing and signage strategy has been devised for HGVs travelling to the Site and this will be disseminated to operators to help ensure that goods vehicles travelling to and from the Site use the most suitable routes. This information will be provided to the operators via email, or other digital technology, and would be made at the same time as their instruction. **Figure 15.1** shows the proposed HGV routes and signage strategy to the Site and is discussed in more detail below.

14.2 HGV ROUTING STRATEGY

14.2.1 The close proximity of the Site to the M25 Junction 1A is one of the reasons for the promotion of this site. It is therefore intended that the M25 is one of the primary means of access for goods vehicles. The A206 Bob Dunn Way offers a direct link to the motorway network which avoids residential areas. The A2026 and A225 run through Dartford town centre and are therefore more sensitive to the impacts of HGV traffic. Consequently, the routing strategy from the M25 and east is for the use of the A206 and not these roads.

14.2.2 Those goods vehicles using the A2 from central London are encouraged to travel to Howbury Park via the M25. It is possible that vehicles on the A2 may seek a shorter route through Crayford. In these circumstances an alternative route through Crayford will be identified subsequently in order that goods vehicles use the most appropriate road if they have already left the A2.

14.2.3 The A206 from the west will be the main route from areas on the south bank of the Thames and they will be signed to continue along the A206

14.2.4 The preferred routes are shown in Figure 15.1 and are summarised below:

From M25 (N)

- Leave the M25 at Junction 1A
- Use A206 (Dual Carriageway) to Howbury Park

From M25 (S)

- Leave the M25 at Junction 1A
- Use A206 (Dual Carriageway) to Howbury Park

From A2 (E)

- Leave the A2 to join the M25 Junction 2
- Travel northbound on the M25
- Leave the M25 at Junction 1A
- Use A206 (Dual Carriageway) to Howbury Park

From A2 (W)

- Leave the A2 to join the M25 Junction 2
- Travel northbound on the M25
- Leave the M25 at Junction 1A