

Dated

2006

SALISBURY DISTRICT COUNCIL (1)

HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND(2)

Agreement under Section 106 Town and Country Planning Act 1990

- relating to -

STONEHENGE

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| “Open” | means the opening of the Development to the public and “Opening” shall be construed accordingly |
| “Plan 1 and 2” | means Plan 1 and Plan 2 which are annexed to this Agreement for the purposes of identification only |
| “Planning Obligation” | has the meaning given in Section 106 of the 1990 Act |
| “Perpetuity Period” | means 80 years from the date the Development is Open |
| “Planning Permission” | means any planning permission which may be granted by the Secretary of State for Communities and Local Government pursuant to the Application |
| “Site” | means the land shown coloured green, hatched green and coloured blue on Plan 2 |
| “the Travel Plan” | means the travel plan produced by English Heritage in accordance with Part 1 of the Schedule |
| World Heritage Site | means the Stonehenge part of the Stonehenge, Avebury and associated sites as inscribed in 1986 as a single World Heritage Site under the United Nations, Educational, Scientific and Cultural Organisation (UNESCO) World Heritage Convention and as illustrated in the Stonehenge World Heritage Site Management Plan published by English Heritage in 2000 |

1.2 Where the context so admits:-

1.2.1 The singular includes the plural

1.2.2 references to any party shall include successors in title or statutory function as
appropriate to that party

1.2.3 references to clauses and Schedules are references to clauses in and Schedules to this
Agreement

1.3 If any provision of this Agreement is declared by any judicial or other competent
authority to be void voidable illegal or otherwise unenforceable such provision shall
to that extent to be deemed not to form part of this Agreement and the enforceability
of the remainder of this Agreement shall not be affected

2. GENERAL

THE PARTIES AGREE THAT:

- 2.1 nothing in this Agreement grants any approval consent or permission required from the Council in the exercise of any of their statutory functions except as expressly provided herein
- 2.2 The Council is the local planning authority within the meaning of section 1 of the 1990 Act

3. BACKGROUND

- 3.1 English Heritage is the registered proprietor of the freehold of that part of the Site shown coloured green on Plan 2 which is registered with title absolute under the Title Numbers WT135589, WT145827, WT153705 and WT182157. English Heritage also has a lease over that part of the Site shown hatched green on Plan 2. For the purposes of this Agreement the land shown coloured green and the land shown hatched green on Plan 2 will be known collectively as “the Green Land”.
- 3.2 The Secretary of State for Defence is the owner of the freehold of that part of the Site shown hatched blue on Plan 2 (“The Blue Land”)
- 3.3 The National Trust is the registered proprietor of the remainder of the Application Site and is a partner in the Stonehenge World Heritage Site Management Plan
- 3.4 The Council wishes to ensure the satisfactory provision for and secure the matters set out in this Agreement

4. LEGAL EFFECT

- 4.1 This Agreement is entered into pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and all other enabling powers
- 4.2 For the avoidance of doubt this Agreement only binds the Green Land
- 4.3 The obligations on the part of English Heritage under this Agreement shall constitute Planning Obligations for the purposes of the 1990 Act and shall subject to clause 4.4 below bind English Heritage and its successors in title only in respect of the Green Land.

- 4.4 English Heritage shall not be liable for any breach of this Agreement which may occur in relation to the Green Land after they have parted with their interest in the whole of the Green Land save and unless such breach occurred during their ownership of the Green Land. The Council at their absolute discretion may release part or parts thereof of the Green Land from the obligations within this Agreement on application by English Heritage.
- 4.5 The Council is the local planning authority statutorily entitled and intended to enforce the obligations in this Agreement
- 4.6 This Agreement constitutes a Deed and the Parties intend that the obligations under this Agreement shall continue to be binding on English Heritage and each successor in title to or assign of English Heritage, subject to the provisions of clauses 4.4 above.
- 4.7 The Agreement does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 and no such third party shall be entitled to enforce any provision hereof or prevent any variation hereof by the parties hereto
- 4.8 English Heritage has submitted the Application and has appealed to the Secretary of State pursuant to section 78 of the 1990 Act against the Council's decision to refuse the Application and this Agreement is conditional and shall only have effect upon the date upon which the Secretary of State grants Planning Permission
- 4.9 This Agreement shall take effect as a local land charge and shall be registered as such
- 4.10 This Agreement shall cease to have any effect if the Planning Permission is revoked or expires by effluxion of time without having been Commenced but without prejudice to any breaches of any covenants subsisting at the date of such revocation or expiry
- 4.11 Where the Agreement ceases to have effect under Clause 4.10 any monies paid under this Agreement with the exception of fees and costs paid under Clauses (8.2 and 10) which have not been spent by the Council by the date the Agreement has come to an end are to be returned to the party who made the payment or its successors in title within one month of the Agreement coming to an end

- 4.12 Where there is any provision in this Agreement for any matter or item to be agreed or approved by the Council or any certificate or other form of approval is to be issued on behalf of the Council, the Council shall use all reasonable endeavours to prove the same or cause the same to be issued without delay and to notify English Heritage in writing of such agreement or approval or to issue the approval or certificate in writing as the case may be as soon as reasonable possible

5. OBLIGATIONS AND COVENANTS

- 5.1 English Heritage so as to bind the Green Land, and itself and its successors in title covenants with the Council to observe and perform the restrictions and obligations set out in this Agreement, subject to the provisions of clause 4.4
- 5.2 English Heritage covenants with the Council that all schemes measures and method statements required to be submitted to the Council for approval pursuant to the Planning Permission or any conditions thereof will demonstrate how such schemes measures and method statements will be delivered in perpetuity or for so long as the Development is Open to the public whichever is the shorter unless the Council agrees otherwise in writing as part of any approval given pursuant to the Planning Permission or any conditions thereof.

6. EXERCISE OF POWERS OF THE COUNCIL

- 6.1 Nothing contained or implied in this Agreement shall prejudice affect or otherwise fetter the rights powers duties and obligations of the Council in the exercise of its functions as a local authority, local planning authority or under any public and private statutes byelaws orders and regulations and such powers duties and obligations may be fully and effectually exercised in relation to the Site or any part thereof and any works executed by the Council

7. EXPERT DETERMINATION

- 7.1 In respect of any matter arising in respect of paragraph 5.3 of Part 1, Part 2, and Part 7 of the Schedule to this Agreement which falls to be agreed between the parties or any dispute arising under Part 2 of the Schedule if the matter shall not be agreed between the parties following the expiry of one calendar month's notice in writing by any party that it requires the matter to be agreed the question may be referred on the

application by any party for determination by a single expert to be agreed between the parties within a period of one calendar month or in the absence of such agreement to be appointed by the President for the time being of the Institute of Civil Engineers or other appropriate institution (“the President”) on such terms as to liability and remuneration of such expert as the President shall direct and such expert shall afford to the parties an opportunity to make representations in writing and any determination (including a determination as to the responsibility for payment of his own costs) shall be final and binding upon the parties

AND IT IS HEREBY AGREED AND DECLARED

- 7.1.1 otherwise than as mentioned in 7.1 hereof the expert shall have an unfettered discretion to determine the reference to him.
- 7.1.2 Any such expert may be required by either party to give written reason for his decision and such written reasons shall be conveyed to both parties
- 7.1.3 The costs of any such expert including the costs of any such independent expert advice as aforesaid shall be in his award but each of the parties hereto shall bear their own costs in connection with reference to the expert
- 7.1.4 The expert shall be required to produce evidence of sufficient professional indemnity insurance prior to his appointment
- 7.1.5 The President shall not be obliged to appoint a member of the Institute of Civil Engineers to determine such dispute but may appoint such other duly qualified person as he may consider to be appropriate in the context of the dispute which is required to be determined

8 VAT

- 8.1 All consideration given in accordance with the terms of this Schedule shall be exclusive of any Value Added Tax (“VAT”) properly payable in respect thereof
- 8.2 If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

9. NOTICES

9.1 Any notice to English Heritage under this Agreement shall be in writing signed by the Solicitor to the Council (or such other officer as shall be notified in writing to English Heritage) for the time being and unless otherwise herein provided) shall be deemed to be sufficiently served if sent to English Heritage by registered or recorded delivery post to the address in this Agreement or any other address notified in writing to the Council

9.2 Any notice to the Council under this Agreement shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the Council addressed to the Solicitor or to the Council (or such other officer as shall be notified in writing to English Heritage) at The Council House Bourne Hill Salisbury SP1 3UZ

10. COSTS

10.1 English Heritage covenants to pay the Council upon completion of this Agreement the Council's reasonable expenses as notified by the Solicitor to the Council for the time being in connection with the negotiation, preparation and completion of this Agreement and of any transaction arising therefrom

11. COUNCIL'S OBLIGATIONS

11.1 Where any payment or contribution payable by English Heritage to the Council pursuant to the Schedule to this Agreement is stated to be used by the Council only for a particular purpose then:-

11.1.1 the said contribution or payment shall promptly be paid by the Council into an interest bearing account for the purposes of holding the sums of money paid by English Heritage;

11.1.2 the said payment or contribution shall be used by the Council for that purpose and no other;

11.2 The Council shall lend all reasonable assistance to English Heritage in discharging its obligations contained in this Agreement

12. MONITORING

English Heritage covenants to pay the Council within 14 days of the grant of the Planning Permission a monitoring fee of £2,500.00 in respect of the monitoring of the obligations contained in this Agreement.

SCHEDULE

Obligations

PART 1: TRAVEL PLAN

1. Not to Commence Development until English Heritage has submitted to the Council a programme and timetable for production of the Travel Plan and appointment of the travel plan co-ordinator to ensure the Travel Plan is approved and the travel plan co-ordinator is appointed or designated at least 6 months before the Opening of the Development and such programme and timetable is approved.
2. English Heritage shall in accordance with the timetable approved under paragraph 1 above appoint or designate the “travel plan co-ordinator” to identify co-ordinate and implement measures intended to reduce the number of car trips made to and from the new visitor centre and to be responsible for drawing up a plan identifying measures and their method of implementation to achieve such purposes in accordance with paragraph 5 of this part of the Schedule and who shall liaise with the Council’s nominee with the intention of developing the Travel Plan in order to comply with the requirements set out in this Part 1 of the Schedule
3. English Heritage shall in accordance with the timetable approved under Paragraph 1 above submit to the Council for approval a plan to achieve the objectives and targets referred to therein and otherwise for the purpose of achieving the matters set out in paragraph 5 of this Part 1 of the Schedule (“The Travel Plan”). In the event that the Travel Plan is not approved by the Council as submitted then English Heritage shall cause it to be revised forthwith in accordance with the Council’s reasonable recommendations and resubmitted for approval within 1 month of notification of its not having been approved
4. English Heritage shall comply with the timetable approved under paragraph 1 above in all respects and shall keep the Council’s nominee informed of progress at intervals specified in the timetable

5. Following the approval of the Travel Plan by the Council, English Heritage shall:
- 5.1 immediately implement and monitor the proposals in the Travel Plan and use all reasonable endeavours to achieve its targets
- 5.2 undertake a joint review of the Travel Plan with the Council at the end of each 2 year period which follows the date on which the Travel Plan was approved in accordance with paragraph 3 and shall within 2 months of each such joint review submit proposed revisions to the Travel Plan (if any are necessary) (which revisions shall be proposed having due regard to any conclusions and recommendations resulting from the joint review) to the Council for its approval (acting reasonably) and the provisions of paragraphs 1 and 2 of Part 1 of this Schedule shall apply mutatis mutandis to each revision where the “Travel Plan” shall mean the proposed Travel Plan which has been approved by the Council pursuant to this paragraph 3 as may be amended from time to time in accordance with Part 1 of this Schedule
- 5.3 In the event that English Heritage fails to comply with any of the requirements of paragraph 5.2 within the time periods set out therein English Heritage shall
- a) Supply to the Council such information as the Council may reasonably require to enable it to undertake a review of the Travel Plan and to make revisions to the Travel Plan which shall then subject to clause 7.1 hereof be agreed with English Heritage within four weeks of submission by the Council to English Heritage.
 - b) Pay the Council’s reasonable costs in connection with undertaking the review and making revisions to the Travel Plan in accordance with paragraph 5.3(a)
 - c) Implement the revisions to the Travel Plan in all material respects including using reasonable endeavours to achieve targets.
- 5.4 The Travel Plan shall be developed so as to have due regard to The Framework Travel Plan guidance from PPG 13, the Regional Spatial Strategy, and the Salisbury Local Plan (as may be amended supplemented replaced or otherwise updated from time to time), any relevant supplementary planning guidance or documents and best practice documents entitled “A Travel Plan Resource Pack for Employers” produced by Transport Energy Best Practice and “Development Related Travel Plans in Wiltshire – Good Practice Guide produced by Wiltshire County Council and shall include provision for:

- discounted joint ticketing with bus/coach/rail operators
- consideration of opportunities for tie in with national campaigns to encourage sustainable travel.

PART 2: ROAD TRAFFIC REGULATION AND HIGHWAYS ORDERS

1. If at any time within 5 years of the Commencement of Development the Council (acting reasonably) considers as a direct result of the Opening of the Development that it is necessary or likely to be necessary in the interests of highway safety or amenity of local residents and/or visitors that Road Traffic Regulation Orders or any other highway orders are made including but not limited to the following purposes:
 - a) the prohibition of a right turn by vehicles at the egress from the visitor centre site to the A345 Countess Road.
 - b) The restriction of traffic using any highways including rights of way within the World Heritage Site in particular but not limited to Byway 12 and also on Countess Road North

the provisions of paragraphs 3, 4 and 5 below apply.
2. If at any time within 5 years of the Development Opening the Council (acting reasonably) considers as a direct result of the Opening of the Development that it is necessary in the interests of highway safety or amenity of local residents and/or visitors that Road Traffic Regulation Orders or any other highway orders are made including but not limited to the following purposes:
 - a) the prevention of parking on roads within the boundaries of the World Heritage Site including but not limited to Strangways and Fargo Road and in addition Countess Road North and any roads accessing off Countess Road North.

then the provisions of paragraphs 3, 4 and 5 apply.
3. Subject to clause 7.1 English Heritage covenants to pay (such payment to be within 28 working days of the Council so requesting) the Council and/or Wiltshire County Council's reasonable legal and administration costs incurred in the preparation and/or making of such orders whether implemented or not and the full cost of such traffic

signs and markings (including labour costs) as the HDS shall deem necessary to give effect to the same. Before any legal or administrative work is commenced in connection with the preparation or making of any Order English Heritage will pay to the Council the reasonably estimated cost of the same including the cost of such traffic signs and markings (including labour costs) and legal and administrative costs (“the Estimated Costs”)

4. Any under payments between the Estimated Costs and the full cost determined in accordance with this paragraph shall be paid by English Heritage to the Council within 28 days of receipt by it of invoices therefore. Any overpayment shall be repaid by the Council to the person who has paid the Estimated Costs within 28 Working Days of the full cost being established
5. English Heritage will support the Council and Wiltshire County Council and do any such things as are necessary as owner of any of the land affected in the making and confirmation of any such orders

PART 3: TOURIST INFORMATION FACILITY

1. Not to Commence Development until English Heritage has submitted to the Council for approval a scheme for provision and operation of a Tourist Information facility within the Visitor Centre and such scheme has been approved.
The scheme will provide as a minimum
 - 2.1 An area of at least 15 sq m, capable of:
 - Providing a customer service point that can be sub-divided into a front desk and behind counter area;
 - Accommodating an enclosed customer service counter of at least 4m in length which will be shared with other Stonehenge staff for the purpose of providing customer information; and
 - A front of counter area providing sufficient space for answering visitor enquiries, carrying out ticket sales transactions and the display of

information and other material in relation to the provision of a tourist information service.

- A back of counter area that has reasonable storage space for leaflets and other appropriate literature.
- 2.2 Telephone and broadband internet connection. The line rental, internet/broadband charges and calls associated with these connections to be chargeable to the Council/or its nominee.
 - 2.3 Mains electricity with sufficient connections to provide effective lighting and power for reasonable electrical appliances eg PCs. No charges will be made to the Council/ or its nominee for the electricity consumed in its provision of a tourist information service.
 - 2.4 The location of the Tourist Information facility shall be in a part of the building in a location where it will catch the visitors eye and to which the public have access free of charge.
 - 2.5 English Heritage will be responsible for meeting the installation and fitting out costs of providing the specification for the tourist information facility in accordance with paragraph 2.1 above including but not limited to the installation costs of the telephone and internet broadband connection referred to in paragraph 2.2 above.
 - 2.6 The Council/ or its nominee will be responsible for staffing the facility with appropriately qualified, trained and competent staff.
 - 2.7 With the exception of ticket sales transactions the Council/ or its nominee will not be permitted to sell any merchandise or retail products without the prior written consent of English Heritage.
 3. The Development will not Open until the Tourist Information facility is provided and a joint agreement completed between English Heritage and the Council to permit use of the nominated facility area at no cost to the Council subject to paragraph 2.2 above and on the terms set out in paragraphs 1, 2 and 5 of this Part of the Agreement for as long as the Development remains Open to the public.
 4. In the event the Council arranges for a nominee to run the Tourist Information facility as a commercial venture on its behalf the terms on which the Tourist Information facility will be provided will be reviewed and additional terms agreed between English

Heritage and the Council's nominee to apply for so long as the Council's nominee runs the Tourist Information facility. The Development will not Open until the Tourist Information facility is provided and a joint agreement completed between English Heritage and the Council's nominee to permit use of the nominated facility area in accordance with paragraphs 1, 2 and 5 of this Part of the Agreement and on any additional terms to be agreed between English Heritage and the Council's nominee for as long as the Development remains Open to the public

5. English Heritage will facilitate the use of the Tourist Information facility in accordance with the National Service Standards for Networked Tourist Information Centres in England a copy of which is annexed to this Agreement and in particular Standards 1 and 2.1.

PART 4: FREE ACCESS FOR LOCAL PEOPLE

1. Subject to
 - a) clause 1.3 above and
 - b) approval from the Department for Culture Media and Sport as English Heritage's sponsor bodynot to Commence Development until English Heritage has submitted to the Council and had approved a scheme to provide for free access for the residents of the areas listed in paragraph 2 of this part of the Schedule to the visitor facility and its car park and the land train
2. The areas to which this applies are:

The Town Council of Amesbury

The Parish Councils of Bulford, Fighealdean, Durrington, Durnford, Woodford, Winterbourne Stoke, Shrewton, Orcheston, Idmiston, Allington, Newton Toney, Netheravon, Winterbourne, Tilshead and Firsdown.

The Parish meetings of Milston, Wilsford-cum-Lake and Cholderton.
3. English Heritage covenants with the Council subject to clause 1.3 above to comply with the terms of the scheme approved under the first paragraph of this Part 4 in perpetuity or

for so long as the Development remains Open to the public whichever is the shorter unless otherwise agreed in writing by HDS

PART 5: REINSTATEMENT OF EXISTING VISITOR FACILITIES LAND

1. Not to commence Development until English Heritage has submitted to the Council for approval a scheme and a timetable for the re-instatement of the land upon which the existing visitor facilities are located in strict accordance with drawing numbers NR 10 and CA TR03 submitted with the Application and annexed hereto and such scheme has been approved.
2. To carry out the re-instatement of the land upon which the existing visitors facilities are located in accordance with the scheme and timetable approved by the Council pursuant to paragraph 1 above.

PART 6: LANDSCAPING SCHEME

To carry out

1. all landscaping, tree and hedge protection schemes, method statements and plans and all management and maintenance plans approved by the Council pursuant to the Planning Permission including for the avoidance of doubt the early landscaping of the land train route.

PART 7: BLUE LAND

1. Not to commence Development until:
 - a) English Heritage has demonstrated sufficient interest or control in the Blue Land to the reasonable satisfaction of the Council. The circumstances in which the Council will be satisfied include but are not limited to the following:
 - i) English Heritage acquire a legal or equitable interest in the Blue Land.
 - ii) English Heritage acquire a licence of sufficient duration in the Blue Land.
 - iii) English Heritage enters into contractual arrangements in respect of the Blue Land

which reasonably satisfy the Council that English Heritage is able to comply with the obligations in paragraph 2 below.

- b) English Heritage and/or the relevant landowner enters into a further agreement under section 106 of the 1990 Act to bind the Blue Land in respect of the obligations in paragraph 2 below.

2.

- a) Not to Open the Development until the landscaping of that part of the land train route which crosses the Blue Land has been carried out in accordance with the Landscaping Mitigation Proposals dated May 2006 and effectively screens the land train including where necessary implementing any interim measures required whilst the permanent planting becomes established.
- b) To retain and maintain the landscaping referred to in paragraph 2.a) above in perpetuity or for so long as the Development is Open to the public.

IN WITNESS whereof the parties hereto have today executed and delivered this Agreement as a Deed the day and year first before written

EXECUTED AS A DEED)
By THE HISTORIC BUILDINGS AND)
MONUMENTS COMMISSION FOR)
ENGLAND)
In the Presence of:)

THE COMMON SEAL of)
SALISBURY DISTRICT COUNCIL)
Was hereunto affixed in the presence of:)