

23RD FEBRUARY

2022

Agreement

relating to

Section 106 of the Town and Country Planning Act 1990, Sections 111 and 120 of the Local Government Act 1972, Sections 1 and 2 of the Localism Act 2011 and all other powers enabling and enactments relating to land at Gravity, the former Royal Ordnance Factory (BAE Systems) at Woolavington Road, Puriton, Bridgwater

Sedgemoor District Council ⁽¹⁾

Somerset County Council ⁽²⁾

This is Gravity Limited ⁽³⁾ and

CBRE Loan Services Limited ⁽⁴⁾

1.	DEFINITIONS AND INTERPRETATION	2
2.	STATUTORY POWERS.....	8
3.	WARRANTY	9
4.	THE OWNER'S COVENANTS.....	9
5.	THE COUNCIL AND THE COUNTY COUNCIL'S COVENANTS	9
6.	CONFIRMATION OF INTERESTS	9
7.	ENFORCEMENT.....	9
8.	OPERATIVE DATE	9
9.	THE EXTANT S106 AGREEMENT AND THE HYBRID PLANNING PERMISSION.....	9
10.	RELEASE PROVISIONS	10
11.	MISCELLANEOUS.....	10
12.	DISPUTE PROVISIONS	10
13.	VARIATION OF PROVISIONS	11
14.	NOTICES.....	11
15.	THIRD PARTIES	11
16.	INDEXATION OF FINANCIAL CONTRIBUTIONS	11
17.	INTEREST.....	12
18.	CHANGE OF OWNERSHIP.....	12
19.	CHARGEES CONSENT	12
20.	LOCAL AUTHORITY'S STATUTORY POSITION	12
21.	REASONABLENESS OF THE PARTIES	12
	SCHEDULE 1	13
	SCHEDULE 2	14
	SCHEDULE 3.....	15
	SCHEDULE 4.....	16
	SCHEDULE 5.....	17
	SCHEDULE 6.....	18
	SCHEDULE 7	19
	SCHEDULE 8	20
	SCHEDULE 9	21
	APPENDIX A - COMMENCEMENT OF DEVELOPMENT NOTICE	24
	APPENDIX B - LDO	25
	APPENDIX C - SKILLS CHARTER AND BUSINESS CHARTER	26
	APPENDIX D - COMPLIANCE FORM	27
	APPENDIX E - PLAN NUMBER 1.....	28
	APPENDIX F - PLANS/DRAWINGS	29

DATE

PARTIES

- (1) Sedgemoor District Council of Bridgwater House, King Square, Bridgwater, Somerset TA6 3AR (**Council**).
- (2) Somerset County Council whose principal office is County Hall, Taunton, Somerset TA1 4DY (**County Council**).
- (3) This is Gravity Limited (No. 11007113) whose registered office is 3 Burlington Gardens, London W1S 3EP (**Owner**).
- (4) CBRE Loan Services Limited (No. 05469838) whose registered office is Henrietta House, Henrietta Place, London, W1G 0NB (**Chargee**).

BACKGROUND

- (A) The Council is the Local Planning Authority for the purpose of the 1990 Act for the area in which the Development Site is located.
- (B) The County Council is a Local Planning Authority for the purposes of the Act and the highway authority for the area in which the Development Site is located.
- (C) The Owner is registered at HM Land Registry as proprietor with freehold title to the Development Site comprising Title Numbers ST36689, ST37824, ST802, ST83200, ST184392, ST289157, ST351684, ST352915, ST352917, ST353023 and ST357631, within the area as shown edged red on Plan 1 and subject to the entries disclosed in the Charges Register of the said Title Numbers but otherwise free from incumbrances.
- (D) The Chargee has an interest in the Development Site by way of a charge contained in a security agreement dated 30 July 2020.
- (E) The Council, the County Council and Salamanca Group Topaz Limited (being the previous company name of This is Gravity Limited) entered into an agreement dated 28 November 2017 pursuant to Section 106 of the 1990 Act as a prerequisite for obtaining the Hybrid Planning Permission in relation to the Development Site ("**the Extant S106 Agreement**") setting out certain planning obligations which were necessary to make the proposed development which was the subject of that agreement acceptable in planning terms. Hybrid planning permission associated with the Extant S106 Agreement was granted on 28 November 2017 and allocated reference 42/13/00010 ("**the Hybrid Planning Permission**").
- (F) The Development Site forms one of the HOTSWLEP's Enterprise Zones ("**EZ**") in the South West referred to as the Gravity EZ and it has been designated by the Council as a strategic location for growth in the District and the HOSWLEP area and the UK. In July 2020 the Council determined to pursue a Local Development Order (LDO) for the Development Site to create a simplified planning regime to attract inward investment, align planning with the vision and ambition for the Development Site, and retain business rates locally.
- (G) The Council as the local planning authority is proposing, with the support of the Owner to promote an LDO under the powers conferred on the Council by sections 61A-61D of and Schedule 4A to the 1990 Act and pursuant to the Town and Country Planning (Development Management Procedure) (England) Order 2015 ("**the LDO**" as defined in clause 1.1). The LDO will authorise development on the Development Site.
- (H) For the avoidance of doubt, the Extant S106 Agreement will, as of the date of Commencement of Development in pursuance of the LDO be cancelled and of no further effect and will in all respects be superseded by the provisions of this Agreement and no further development under the Hybrid Planning Permission shall take place.

- (I) Having regard to the provisions of regulation 122 of the Community Infrastructure Levy Regulations 2010 the Council, the County Council and the Owner have agreed and hereby declare that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (J) The planning obligations herein may (where appropriate) be enforced by the Council and the County Council (as applicable) against the Owner and any person or persons company or body whatsoever identifying title to the Development Site being bound by the relevant obligation as well as by the Owner and any person or persons company or body whatsoever identifying title to the Development Site against the Council and the County Council (as applicable).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of this Agreement the following expressions shall unless the context otherwise requires have the meanings given to them below:

1980 Act	the Highways Act 1980.
1990 Act	the Town and Country Planning Act 1990 (as amended).
37 Club	the sports and social club located in Woolavington Rd, Puriton, Bridgwater TA7 8AD.
Access Road	a new road linking the Development Site to the A39 at Puriton Bridgwater.
Appendix A	the Appendix lettered A to this Agreement
Appendix B	the Appendix lettered B to this Agreement.
Appendix C	the Appendix lettered C to this Agreement.
Appendix D	the Appendix lettered D to this Agreement.
Appendix E	the Appendix lettered E to this Agreement.
Appendix F	the Appendix lettered F to this Agreement.
Authorised Use	those Employment Uses provided for in the table of uses set out in the LDO.
Building	any building erected within the Development Site.
Business Charter	the charter substantially in the form attached at Appendix C.
Business Units	the units within the Development to be occupied and used for the Authorised Use to include B2, B8 and E (a) to (g) uses and excluding those units proposed for community, recreation and leisure facilities.
Commencement of Development Notice	the notice to be served by the Owner upon the Council confirming the date on which Commencement of Development occurred.
Commencement of Development	the carrying out on the Development Site of any material operation pursuant to the LDO and material operation shall have the meaning given to it under Section 56 subsection 4(a) to (e) of the Act PROVIDED THAT (for the purposes of this Agreement and for no other purpose) for the avoidance of doubt the Development shall

not be deemed to have been commenced by the carrying out of any survey sampling inspections or remediation works, ecological management or archaeological works or demolition or site clearances or site preparation for and construction of development platforms and piling or works relating to the laying out or construction of access roads or work involving the diversion of services on site or soil investigations or the erection of any boundary fences or hoardings or the erection of temporary or ancillary buildings as a preliminary to the commencement of works or such **Early Works** as may be agreed in writing with the Council on the Development and **Commence Development** shall be construed accordingly.

Community Fund Account

an interest bearing bank account to be opened by the Council (which is ring fenced from other monies of the Council) which shall only be utilised for the Community Fund Contribution.

Community Fund Contribution

the sum of £200,000 (TWO HUNDRED THOUSAND POUNDS) to be used towards the provision of noise and other appropriate mitigation for properties in the vicinity of the Development Site affected by the impact of the Access Road to include but not limited to measures such as secondary double glazing of residential properties, buffer planting and landscape screening.

Community Fund Panel

the panel to be established which will administer the Community Fund Scheme and whose membership will include the following minimum representation unless such persons refuse to serve:

- (a) 1 representative of the Council;
- (b) 1 representative of the Owner; and
- (c) 1 representative of Puriton Parish Council.

Community Fund Scheme

the scheme which sets out details of:

- (a) the terms of reference for the Community Fund Panel;
- (b) the limit of membership of the Community Fund Panel;
- (c) the process for the nomination, service, and removal of members of the Community Fund Panel;
- (d) the frequency of meetings of the Community Fund Panel;
- (e) arrangements for the conduct of meetings of the Community Fund Panel and for voting and the
- (f) taking of decisions in relation to the expenditure of monies in the Community Fund Contribution
- (g) for community purposes;
- (h) details of how the Community Fund Scheme will be operated and administered including the funding criteria for the expenditure of monies in the Community Fund Account for Community Purposes; and
- (i) such other matters as the Council may reasonably specify being matters necessarily required for the proper functioning of the

Community Fund Panel.

Compliance Form	the document substantially in the form attached at Appendix D setting out all the requirements Occupiers must demonstrate for proposals within the adopted LDO to be submitted to the Council for approval.
Contributions	the financial contributions that are required to be paid in accordance with the terms of this Agreement, i.e. the Community Fund Contribution, the Village Project Fund and the Recreation and Community Fund.
Development	the development of the Development Site pursuant to the LDO.
Development Site	the land at Woolavington Road Puriton Bridgwater Somerset shown edged in red on Plan Number 1 for the purpose of this Agreement and within the Gravity EZ.
Director	the County Council's Economic & Community Infrastructure Operations Director for the time being and any member of their staff or agent of his duly authorised by them or the Chief Executive to act on his behalf for the purposes of this Agreement.
Dwelling or Dwellings	a building or buildings within the Development Site provided pursuant to the LDO for residential occupation.
Early Works	<p>such works which may for the avoidance of doubt be carried out before Commencement of Development, including:</p> <ul style="list-style-type: none">(a) the introduction of any services into or across the Site, the laying of any drains or pipes, the installation of roadways within the Site, the carrying out of preliminary works in relation to the installations for the Development (including for example the installation of services, drains, a development platform, piling and other infrastructure which will serve it, but for the avoidance of doubt, not the installation of any manufacturing plant itself) the erection of ancillary or temporary buildings or any other works as may be agreed with the Council in writing; and(b) works implementing the remediation consent dated 11 June 2012 under reference number 42/11/00017/SF.
Employment Uses	uses falling within Use Classes B2, B8, E(a) to (g) and/or any sui generis.
ESG	the Environmental and Social value Group.
Expert	the person appointed under Clause 12.1 to determine disputes as provided in Clause 12.
Gravity EZ	the Enterprise Zone designation made by the Government confirming the Development Site and determined by the Council and the HOTSWLEP as a strategic location for growth. The Enterprise Zone status confirms the requirement for a simplified form of planning to attract occupiers to create jobs in return for business rates retention locally. The range of incentives to attract and support businesses that are setting up or growing on site include a five year business rate reduction funded by Government and a business rates retention scheme.

GEA	gross external area.
GSMT	the Gravity Strategic Management and Delivery Team.
Groups	the GSMT, the TIMG and the ESG.
HOTSWLEP	the Heart of the South West Local Enterprise Partnership is one of 38 local enterprise partnerships in England, whose purpose is to lead and influence economic growth, job creation and prosperity across the Heart of the South West area covering Devon, Plymouth, Somerset and Torbay
Index	<p>(unless another index is specified in relation to a provision):</p> <p>(a) in respect of contributions due to the Council the Retail Price Index published by the Office for National Statistics (or in the event of the said Index being discontinued the nearest equivalent Index); and</p> <p>(b) in respect of any Contribution payable to the County Council the Building Cost Information Service Cost Index,</p> <p>and in the event of the said Index being discontinued the nearest equivalent index.</p>
Index Linked	in relation to any Contribution increased or decreased (as the case may be) by the percentage change in the Index in accordance with Clause 16 of this Agreement.

LDO

the Local Development Order to be made by the Council substantially in the form attached at Appendix B for:

Use Class	Definition	Limitations	Indicative Use Relating to Gravity
Advanced Manufacturing			
B2 / B8 / E(a – g) / Sui Generis	General Industrial Use	Total GEA of up to 1,000,000m ²	Advanced manufacturing (AM)
Supporting Employment Uses			
B8	Storage or Distribution	Total GEA of up to 65,000m ²	Data Centre/AM Supply Chain
E (a) to (g)	Commercial, Business and Service		Research and development
Sui Generis	Uses which do not fall within the specified use classes above.		Electric Vehicle charging station
Supporting Uses			
C1	Hotels, boarding and guest houses where no significant element of care is provided	Total GEA of up to 35,000m ²	Hotel <i>Temporary workforce accommodation for contractors (not included within the GEA limitations)</i>
C2	Residential Institutions		Campus training centre.
E (a) to (g)	Commercial, Business and Service		Day nursery, sport and leisure indoor facilities, gym, retail, café, health centre.
F	Local Community and Learning.		Replacement 37 Club facilities/ training centre.
Dwelling Houses			
C3	Dwelling houses	Up to 750 dwellings	Homes to meet commercial operator workforce requirements.

Mitigation Checklist

the mitigation checklist forming part of the Compliance Form which sets out the mitigation required to make the Development acceptable.

Occupation

first occupation of the Development for uses permitted by the LDO and excludes occupation for the purposes of construction, carrying out any of the Early Works, fitting out, security, marketing, sale or repair and "Occupied" and other cognate expressions shall be

	construed accordingly.
Occupier	any occupier or occupiers of any part of the Development
Parish	the specified Parish of Puriton and/or Woolavington.
Plan Number 1	the plan showing the Development Site edged red attached as Appendix E
Plan Numbers 2(a) to 2(i)	the Village Enhancement Scheme Works drawings attached at Appendix F to this Agreement numbered as follows with the following Drawing Numbers: <ul style="list-style-type: none"> (a) Drawing Number: 43444/2025/101_D; (b) Drawing Number: 43444/2025/102_F; (c) Drawing Number: 43444/2025/103_F; (d) Drawing Number: 43444/2025/111_F; (e) Drawing Number 43444/2025/112_G; (f) Drawing Number: 43444/2025/113_D ; (g) Drawing Number 43444/2025/114_D; (h) Drawing Number: 43444/2025/122_B; and (i) Drawing Number 43444/2025/123_B.
Recreation and Community Fund	a financial contribution of £90,000.00 (NINETY THOUSAND POUNDS) towards providing recreational and community facilities nominated by Puriton and Woolavington Parish Councils.
Relevant Parties	the parties to this Deed or their successors in title and/or assigns and in the case of the Councils includes any statutory successors as local planning authority or county highway authority.
Skills Charter	the Skills Charter substantially in the form attached to Appendix C.
TIMG	the Gravity Transport and Infrastructure Management Group.
Use Class	use class pursuant to the Town and Country Planning (Use Classes) Order 1987 (as amended) or such other guidance as appropriate.
Village Enhancement Schemes	proposals for highway improvements within and between the villages of Puriton and Woolavington consistent with the corridor strategy objectives and typical design features within Annex 5 of the Transport Statement prepared by Peter Brett Associates LLP dated April 2013 and shown generally on Plan Numbers 2(a) to 2(i) to mitigate against the impacts of development.
Village Enhancement Schemes Agreement	an agreement or agreements for the construction of the Village Enhancement Schemes to be entered into by the Owner and the County Council pursuant to Section 38/278 of the 1980 Act and/or Section 106 of the 1990 Act.

Village Project Fund a financial contribution of £50,000 (FIFTY THOUSAND POUNDS) towards community projects to be utilised by Puriton and Woolavington Parish Councils to mitigate against the impact of the Development.

Working Days in respect of the section 106 Mondays to Fridays and Saturday mornings inclusive (excluding days which in England and Wales are Public Holidays) unless otherwise agreed in writing by letter by the Council.

- 1.2 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permission and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.3 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.
- 1.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 1.7 References to the Council's or County Council's consent or approval shall mean the prior written consent or approval of the Council or County Council (not to be unreasonably withheld or delayed) which consent shall be expressed to be pursuant to this Agreement and such consent or approval shall be in addition to and not in substitution for any other permission that may be necessary.
- 1.8 Reference to the Council's or County Council's reasonable satisfaction shall mean notice in writing expressed to be in pursuance of this Agreement and given by the appropriate officer of the Council or County Council stating that the Council or County Council is satisfied as to the matter therein referred to and such notice or notices shall be issued on completion of the relevant matters.
- 1.9 The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament.
- 1.10 Where in this Agreement reference is made to any Clause Paragraph Schedule or Recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Agreement.
- 1.11 Headings where they are included are for convenience only and are not intended to influence the interpretation of this Agreement.
- 1.12 The validity construction and performance of this Agreement shall be governed by the laws of England.

2. STATUTORY POWERS

- 2.1 This Agreement is entered into between the parties hereto in pursuance of Section 106 of the 1990 Act, Sections 111 and 120 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 Sections 1 and 2 of the Localism Act 2011 and all other powers enabling and enactments which may be relevant for the purposes of giving validity to facilitate the enforcement of the covenants restrictions and stipulations contained in the Clauses of this Agreement which are intended to run with the land and to be binding on the Owner's interests in

the Development Site and on its successors in title and are enforceable by the Council and the County Council.

3. WARRANTY

- 3.1 The Owner warrants that it has a good and marketable title to the Development Site and is entitled to enter into the covenants and obligations in this Agreement and to carry out all the works provided for in this Agreement in under or upon the Development Site.

4. THE OWNER'S COVENANTS

- 4.1 The Owner covenants with the Council to comply with and perform the obligations in Schedule 1 to Schedule 8 (inclusive) of this Agreement.
- 4.2 The Owner covenants with the County Council to comply with and perform the obligations in Schedules 2 and 4 of this Agreement.

5. THE COUNCIL AND THE COUNTY COUNCIL'S COVENANTS

- 5.1 In pursuance of the covenants entered into by the Owner referred to in Clause 4 the Council and the County Council agree to enter into those covenants contained in Schedule 9 in this Agreement.

6. CONFIRMATION OF INTERESTS

- 6.1 The Owner confirms that apart from the parties to this Agreement there are no other persons with any interest (legal or equitable) in the Development Site or any part thereof.

7. ENFORCEMENT

- 7.1 The covenants and agreements by the Owner contained within Schedule 1 to Schedule 8 (inclusive) of this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act with the intent that the same shall be enforceable by the Council and by the County Council, respectively, without limit of time not only against the Owner but also against its successors in title and any person corporate or otherwise claiming through or under it an interest or estate in any part of parts of the Development Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by them (subject to the terms of this Agreement).

- 7.2 Where:

7.2.1 the Owner provides notice in writing to the Council and County Council that it requests that an Occupier (including any mortgagee or funder of the Occupier) shall not be treated for the purposes of this Agreement as a successor in title; and

7.2.2 the Council and the County Council agree in writing to such request

then the terms, covenants and obligations contained in this Agreement shall not be enforceable against such Occupier provided that this paragraph shall not apply where the Occupier (including its mortgagee or funder) is also the Owner or is owned or controlled by the Owner.

8. OPERATIVE DATE

- 8.1 Save in respect of obligations requiring performance or compliance prior to the Commencement of Development the obligations in Schedule 1 to Schedule 8 of this Agreement shall not become operative until the Commencement of Development.

9. THE EXTANT S106 AGREEMENT AND THE HYBRID PLANNING PERMISSION

- 9.1 Upon the date of Commencement of Development:

- 9.1.1 the Extant S106 Agreement will be automatically released to the extent that there remain any obligations outstanding and the Extant S106 Agreement will not be capable of being enforced by the Council or the County Council after such date; and
- 9.1.2 no further development on the Development Site pursuant to the Hybrid Planning Permission is permitted upon Commencement of Development.
- 9.2 Within five (5) Working Days of the date of Commencement of Development, the Council shall place a note against the entry relating to the Extant S106 Agreement in the Local Land Charges Register stating that the Extant S106 Agreement is no longer effective or capable of being enforced.

10. RELEASE PROVISIONS

- 10.1 No person or body corporate shall be liable for any breach or non-performance of any of the planning obligations or other provisions of this Agreement after it has parted with its entire interest in the Development Site the part of the Development site to which the breach or non-performance relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

11. MISCELLANEOUS

- 11.1 If the LDO expires without Commencement of Development or is quashed revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner this Agreement shall cease to have effect.
- 11.2 Other than the LDO nothing in this Agreement shall prohibit or limit the right to develop any part of the Development Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 11.3 The parties to this Agreement agree with one another to act reasonably and in good faith in fulfilment of the obligations and requirements of this Agreement and where any approval is sought from another party, to respond with such approval or otherwise as soon as reasonably possible.
- 11.4 The failure of any party hereto at any time to require performance by any other party or parties of any of the terms obligations and/or covenants of this Agreement shall in no way affect the right of such party or parties to require performance of those terms covenants and/or obligations.
- 11.5 If any of the terms obligations and/or covenants in this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Agreement and the application of such terms obligations and/or covenants to parties or circumstances other than those to which such terms obligations and/or covenants are held invalid or unenforceable shall not be affected thereby and each of the other terms obligations and/or covenants of this Agreement and the LDO shall be valid and be enforceable to the full extent permitted by law.
- 11.6 This Agreement is not and shall not operate or be construed as or be deemed to be a grant of planning permission for the purposes of Part III of the 1990 Act or for any other purpose herein specifically provided nothing in this Agreement confers any approval consent or permission required from the Council or the County Council in the exercise of any of their statutory functions.
- 11.7 This Agreement is intended to take effect as a deed.
- 11.8 This Agreement is a Local Land Charge and shall be registered as such.

12. DISPUTE PROVISIONS

- 12.1 Any dispute arising out of the provisions of this Agreement shall be referred to a person having appropriate qualifications and experience in such matters (**Expert**) for the determination of that dispute PROVIDED THAT the provisions of this Clause shall be without prejudice to the right of

any party to seek the resolution of any matter relating to the Agreement to the Courts and/or in accordance with Section 106(6) of the Act and the referral of any matter to the Expert shall not prejudice prevent or delay the recourse of any party to the Courts or to the provisions of Section 106 (6) or the resolution of any matter arising from the agreement.

- 12.2 The Expert shall be appointed by the Relevant Parties to the dispute or in default of agreement by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the Relevant Parties.
- 12.3 The decision of the Expert shall (save in the case of manifest error which may be referred back to the Expert) be final and binding upon the Relevant Parties and the following provisions shall apply:
 - 12.3.1 the charges and expenses of the Expert shall be borne equally between the Relevant Parties unless the Expert shall otherwise direct;
 - 12.3.2 the Expert shall give the Relevant Parties an opportunity to make representations and counter representations to him before making his decision;
 - 12.3.3 the Expert shall be entitled to obtain opinions from others if he so wishes;
 - 12.3.4 the Expert shall make his reasoned decision within the range of any representations by the Relevant Parties themselves; and
 - 12.3.5 the Expert shall comply with any time limit or other directions agreed by the Relevant Parties on or before his appointment.

13. VARIATION OF PROVISIONS

- 13.1 Variations of the terms of this Agreement may be evidenced only by a supplemental deed executed as a deed of variation and a copy of any supplemental deed shall be sent to the Council and the County Council for the purpose of amending the Local Land Charges Register.

14. NOTICES

- 14.1 Any notice given under this Agreement shall be deemed to have been validly served on or communicated to the relevant party upon whom such notice is being served if sent by prepaid post, recorded delivery or delivered by hand to their registered address (if appropriate) or such other address for service as shall from time to time be notified in writing.

15. THIRD PARTIES

- 15.1 Unless the right of enforcement is expressly granted by agreement in writing between the parties to this Agreement, it is not intended that a third party shall have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1989.

16. INDEXATION OF FINANCIAL CONTRIBUTIONS

- 16.1 Where a Contribution payable under this Agreement shall be increased or decreased by a sum equivalent to the percentage increase or decrease in the Index in accordance with the following formula:

$$C = \text{£Y} \times (B / A)$$

Where

A is the value of the Index for the month immediately preceding the date the date of the LDO is duly made.

B is the value of the Index for the month preceding the date of payment of a Contribution pursuant to the provisions of this Agreement

£Y is the Contribution

C is the level of the Contribution after the application of the Indexation Formula

PROVIDED THAT if the Index shall cease to exist there shall be substituted such other index as shall be reasonably specified by the Council.

17. INTEREST

- 17.1 If the Owner fails to pay any sums under this Agreement when such payment falls to be paid then the Council or the County Council (as applicable) shall have the right to charge interest on such unpaid sum at the rate 4% per annum at such time above the base rate of the Bank of England.

18. CHANGE OF OWNERSHIP

- 18.1 Until the obligations enforceable by the Council or (where appropriate) the County Council have been fully completed the Owner shall furnish the Council and the County Council with full details (including a plan if appropriate) of any transfer lease mortgage or other disposition of all or any part of the Development Site within ten (10) Working Days of such disposal SAVE THAT this obligation shall not apply in respect of the disposition of any part or parts of the Development Site to a statutory authority or service company.

19. CHARGEES CONSENT

- 19.1 The Chargee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Development Site shall be bound by this Agreement and accordingly its security over the Owner's interest in the Development Site shall take effect subject to this Agreement **PROVIDED THAT** the Chargee shall otherwise have no liability under this Agreement unless it takes possession of the Development Site or part thereof and in which case it shall also be bound by the covenants, restrictions and obligations in this Agreement as if it were a person deriving title from the Owner.

20. LOCAL AUTHORITY'S STATUTORY POSITION

- 20.1 Nothing in this Agreement shall prejudice or affect the Council's or the County Council's discretions powers duties and/or obligations in the exercise of their functions (where appropriate) as a local planning or byelaw authority and the discretions powers duties and/or obligations of the Council or the County Council under all public and private statutes byelaws orders and regulations may be as fully and effectively exercised in relation to the Development Site as if this Agreement had not been entered into.

21. REASONABLENESS OF THE PARTIES

- 21.1 The parties to this Agreement agree with one another to act reasonably and in good faith in fulfilment of the obligations and requirements of this Agreement and where any agreement is sought from another party agreement must not be unreasonably withheld or delayed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Owner's Covenants

1. Within six (6) months of the date of this Agreement, the Owner shall submit to the Council a feasibility report for the replacement or reprovion of the 37 Club facilities for the approval of the Council.
2. Prior to the demolition of the 37 Club, the Owner shall provide for a replacement of the 37 Club facilities, including interim or permanent solutions, in accordance with plans approved by the Council, either on the Development Site or on an alternative site.
3. Prior to Commencement of Development the Owner shall obtain the necessary Natural England licences) to ensure ecological management and mitigation in relation to the Development.
4. Not to Commence Development unless and until the Owner has obtained and provided copies to the Council of all necessary licences or consents from Natural England to ensure ecological management and mitigation in relation to the Development.
5. The Owner covenants with the Council that it will serve upon the Council the Commencement of Development Notice not more than seven (7) Working Days after the Commencement of Development in the form set out in Appendix A.

SCHEDULE 2

1. The Owner covenants with the Council and the County Council not to Commence Development until it has set up the Groups in accordance with this Schedule 2, and thereafter to manage the Groups and ensure that the Groups fulfil the functions set out in this Schedule 2 for an initial period of five (5) years, to be reviewed annually.
2. The Groups shall comprise of membership to be agreed between the Council, the County Council and the Owner provided that each of the Council the County Council and the Owner shall be represented on each Group with a minimum of one participant each.
3. The constitutional arrangements for each Group in relation how the Groups operate including when the Groups shall meet; how they shall be funded (to the extent that funding is required); and how they shall make decisions and/or recommendations shall be agreed between the Council, County Council and the Owner.
4. The full objectives and role of each of the Groups shall be agreed between the Council, the County Council and the Owner provided that the objectives and role of each Group shall include (but are not limited to):
 - 4.1 For the GSMT:
 - 4.1.1 Strategic oversight of the impacts of carrying out and operating the Development on the Development Site, and mitigation of those impacts (including through the operation of the Mitigation Checklist procedure);
 - 4.1.2 Advising and assisting Occupiers in the delivery of any part of the Development including compliance with this Agreement;
 - 4.1.3 Such other matters as the parties to this Agreement may agree which pertain to the delivery and management of the Development.
 - 4.2 For the TIMG:
 - 4.2.1 a responsibility for assisting Occupiers to identify measures to be specified in the Mitigation Checklist that mitigate the impacts of the Development in relation to all matters of transport, the local and strategic road network (with first priority to be given to allocating funds for the improvement of the A38/39 Dunball Roundabout), related transport infrastructure, travel planning and the decarbonisation agenda.
 - 4.2.2 Such other matters as the parties to this Agreement may agree which pertain to transport infrastructure relevant to the Development.
 - 4.3 For the ESG:
 - 4.3.1 Responsibility for assisting Occupiers to identify measures to be specified in the Mitigation Checklist that relate to environmental and social value, and for ensuring that necessary measures as set out in the Mitigation Checklist are implemented to mitigate the impacts of the Development.
 - 4.3.2 Such other matters as the parties to this Agreement may agree which pertain to the environment and social value as may be relevant to the Development.

SCHEDULE 3

Skills Charter and Business Charter

1. The Owner shall comply with the Skills Charter and shall use reasonable endeavours to ensure that each Occupier adheres to the Skills Charter and the Business Charter, and that compliance is reported on within the ESG reporting.

SCHEDULE 4

Highway Works

The Owner covenants with the Council and the County Council:

1. VILLAGE ENHANCEMENT SCHEMES

1.1 To enter into the Village Enhancement Schemes Agreement with the County Council and complete the Village Enhancement Scheme:

- 1.1.1 no later than twelve (12) months after the completion of the link road between the A39 and Woolavington Road to the Development Site; or
- 1.1.2 Within six (6) months of commencement of the Village Enhancement Scheme if earlier than 1.1.1 above; or;
- 1.1.3 such other period agreed between the Parties.

SCHEDULE 5

Community Fund Contribution

1. The Owner covenants not to first Occupy the Development until it has paid to the Council the Community Fund Contribution.
2. The Owner covenants to work constructively with the other members of the Community Fund Panel to deliver the aims of the Community Fund Scheme.

SCHEDULE 6

Village Project Fund

1. Prior to the Occupation of any Building within the Development the Owner shall pay to the Council the Village Project Fund.
2. The Owner will not Occupy or permit Occupation of any Building within the Development unless and until the Village Project Fund has been paid to the Council.

SCHEDULE 7

Recreation and Community Fund

1. Prior to the first Occupation of any Building within the Development the Owner shall pay the Council the Recreation and Community Fund.
2. Not to permit first Occupation of any Building within the Development unless and until the Recreation and Community Fund has been paid to the Council.

SCHEDULE 8

Occupancy of Business Units

1. The Owner covenants with the Council not to allow or permit the Business Units to be Occupied other than by businesses that will operate in accordance with the Authorised Use.

Occupancy of Dwellings

2. The Owner covenants with the Council not to allow or permit the Dwellings to be occupied by persons who are not principally employed or were last employed at the Development Site.

SCHEDULE 9

Covenants by the Council

Part 1

The Council covenants with the Owner:

1. To work with the Owner under the terms of this Agreement to establish the Groups and provide the necessary representatives for each Group as may be agreed between the Owner and the Council.
2. To work collaboratively with the Owner and Occupier to provide advice and guidance in completion of its Compliance Form and preparation of the associated Mitigation Checklist.
3. Within twenty-eight (28) days of the fifth anniversary of the adoption of the LDO the Council shall review the LDO and changes to planning policy to determine whether to:
 - (a) retain the LDO as it stands for the remaining ten (10) years of its life;
 - (b) retain but revise some elements; or
 - (c) revoke and cancel the LDO.
4. That any changes to the LDO made under paragraph 3 above shall be made in consultation with the GSMT before confirmation.
5. Subject to the Council's confirmation of compliance issued under the pre-development process (in accordance with the Compliance Form and Mitigation Checklist), development which has commenced under the provisions of the LDO may be completed if the LDO is revoked or revised or expires.

Part 2

6. Village Project Fund

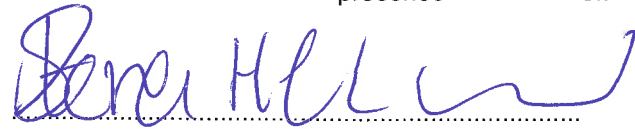
- 6.1 That the Village Project Fund shall be transferred by the Council to Puriton Parish Council and Woolavington Parish Council in the sum of £25,000.00 (TWENTY FIVE THOUSAND POUNDS) to each parish council once the Council has received evidence for the cost of appropriate community projects.
- 6.2 That the sum of £90,000 (NINETY THOUSAND POUNDS) that forms part of the payment of the first instalment of the Recreation and Community Fund pursuant to Paragraph 1 of Schedule 7 shall be transferred by the Council to Puriton Parish Council and Woolavington Parish Council in the sum of £45,000 (FORTY FIVE THOUSAND POUNDS) to each parish council once the Council has received evidence of appropriate recreational and community facilities in each Parish.
- 6.3 That the sum of £60,000 (SIXTY THOUSAND POUNDS) that represents part of the Recreation and Community Fund that shall be paid to the Council pursuant to Paragraph 1 of Schedule 7 shall be transferred by the Council to the 37 Club.

7. Community Fund Contribution

- 7.1 That within three (3) months of the receipt of the Community Fund Contribution by the Council, to establish the Community Fund Scheme and agree its terms with Puriton Parish Council.

- 7.2 That within one (1) month of the Occupation of Development extend an invitation to each of the persons identified by the Community Fund Scheme (being persons to be invited to join the Community Fund Panel) to join the Community Fund Panel.
- 7.3 That within three (3) months of the Occupation of the Development to convene the first meeting of the Community Fund Panel and thereafter to convene all future meetings of the Community Fund Panel of such intervals are specified in the Community Fund Scheme.
- 7.4 To apply and appropriate the Community Fund Contribution in accordance with the terms of the Community Fund Scheme and the decisions of the Community Fund Panel.
- 7.5 That within one (1) month of the Occupation of the Development to set up the Community Fund Account and pay the Community Fund Contribution into the Community Fund Account upon receipt of the Community Fund Contribution from the Owner.
- 7.6 To attend meetings of the Development Board through the attendance by the relevant Council Officer.
8. To spend all Contributions received for the purposes as are set out in this Agreement only.


Executed as a deed and the Common Seal of
Sedgemoor District Council was hereunto affixed
in the presence of:


.....
Authorising Signatory



5886

The Common Seal of **Somerset County Council**
was hereunto affixed in the presence of:


.....
Authorising Signatory



37549
Number in Register

Director

M. J. BERRY.

Spit

SHELAGH GRANT

THE GARDEN COTTAGE

COATES, CIRENCESTER - GL7 6NH

ESTATE MANAGER

Director

Font

Las Zenter

Henriette Hause

Henrietta Place

London, W1G 0UR

Asset Manager

**APPENDIX A -
COMMENCEMENT OF DEVELOPMENT NOTICE**

The Commencement of Development Notice to be served not less than seven (7) Working Days after the Commencement of Development in the form set out below:

In accordance with an Agreement under Section 106 of the Town and Country Planning Act 1990 (as amended) made on the day of 2022 between (1) Sedgemoor District Council (2) Somerset County Council (3) This is Gravity Limited and (4) CBRE Loan Services Limited and the land bound thereof ("the Development Site") we [] of [] hereby give notice that we commenced development upon the Development Site pursuant to the LDO as required under paragraph 5 of Schedule 1 to the above Agreement on the

day of 20

Date this day of 20

Signed on behalf of:

**APPENDIX B -
LDO**



Gravity

Smart Campus

Gravity
Local Development Order
Adopted Version

Fast-track to the future, naturally

thisisgravity.co.uk

TA7 8AD

Document Control Sheet

Project Name: Gravity

Project Ref: -

Report Title: Gravity Local Development Order 2022

Doc Ref: Final Adopted Version

Date: February 2022

Revision	Date	Description
1	February 2022	Final Adopted Version

Gravity



Somerset County Council 


HM Government



Contents

1	Introduction to the Gravity LDO	1
1.1	Introduction	1
2	Gravity LDO: Part 1	2
2.1	Site	2
2.2	Description of Development	2
2.3	LDO Parameters	2
2.4	Development Permitted by the LDO	3
2.5	Minor Operations	5
2.6	Other Consents	5
3	Conditions	6
3.1	Introduction	6
3.2	Alignment with the Environmental Statement and Mitigation Measures in the Mitigation Checklist	7
3.3	Section 106 Agreement	7
4	Next Steps	8
4.1	Introduction	8
4.2	LDO Conformity Process	8
	9	
5	Gravity LDO: Part 2	10
5.1	Gravity LDO	10
5.2	LDO Purpose and Principles	10
5.3	Legislative Context Governing the LDO Process	10
5.4	LDO Informal Consultation	10
5.5	LDO Delivery Group	11
5.6	LDO Statutory Consultation	11
6	Proposed Gravity – Smart Campus Site	12
6.1	Site	12
6.2	LDO Site Boundary	13
6.3	Site Context	13
6.4	Surrounding Context	14
6.5	Site Description	14
6.6	Environmental Context	14
7	Statement of Reasons	16
7.1	Purpose of LDO	16
7.2	Gravity – Smart Campus Development Goals	17
7.3	On Site Housing	19
7.4	Response to Informal Consultation	20
7.5	Environmental Impact Assessment (EIA)	25

7.6	Response to Formal Consultation	26
7.7	Environmental Statement	32
7.8	Planning Policy Context	32
7.9	National Planning Policy Framework.....	33
7.10	National Strategy	33
7.11	Local Policy	35
7.12	Local Strategy.....	35

Figures

Figure 1: Gravity LDO Compliance Process Flow Diagram	9
Figure 2: LDO Boundary Plan	13
Figure 3: Site Context Plan.....	13

Tables

Table 1: LDO Permitted Uses.....	3
Table 2: LDO Conditions	6

Appendices

Appendix A	Gravity LDO Full Document List
Appendix B	Gravity LDO Application for Compliance Form

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1 Introduction to the Gravity LDO

1.1 Introduction

- 1.1.1 The Gravity Local Development Order 2022 (Gravity LDO) grants planning permission for the Gravity – Smart Campus (Gravity) and by doing so, removes the need for a planning application to be made by This is Gravity Limited (the developer and /or successor land owners or occupiers).
- 1.1.2 The use of LDOs is supported by Central Government as an effective means of simplifying and streamlining the planning process for certain sites and types of development specified by the Local Planning Authority (LPA). LDOs are considered to be a useful tool which can attract investment and stimulate regeneration and are therefore particularly relevant to Enterprise Zones, such as Gravity.
- 1.1.3 The Gravity LDO is the planning delivery tool to provide a proactive market led response to economic renewal, facilitating a destination for inward investment in the UK, located in the heart of the South West in Bridgwater, Somerset.
- 1.1.4 The Gravity LDO is separated into two Parts for ease of use in implementing the Gravity LDO through the compliance process:
 - a. **Part 1** – sets out what the Gravity LDO consents, the conditions associated with that consent and the process which must be followed to achieve a Certificate of Compliance and subsequent implementation.
 - b. **Part 2** – sets out the context for the Gravity LDO, the Statement of Reasons, the strategy and policy considerations and other items required by the legislation and the LDO regulations.
- 1.1.5 In developing the Gravity LDO, This is Gravity Ltd, and Sedgemoor District Council (SDC) have worked collaboratively to deliver an LDO which meets the shared objectives for the Site, and which delivers on the transformational opportunity it represents for the economy of Sedgemoor, the region, and the UK as a whole. Stantec have been engaged by the developer as lead consultant in preparing the LDO, the associated documentation (listed in Appendix A) and the Environmental Statement (ES).

2 Gravity LDO: Part 1

2.1 Site

- 2.1.1 This Order is adopted by SDC under the powers conferred on SDC as local planning authority by sections 61A-61D of and Schedule 4A to the Town and Country Planning Act 1990 (as amended) ("the Act") and pursuant to the Town and Country Planning (Development Management Procedure) (England) Order 2015 and shall be known as the "Gravity Local Development Order 2022".

2.2 Description of Development

- 2.2.1 The description of development (Proposed Development as set out in the ES) is as follows:

Any operations or engineering works necessary to enable the development of the Site, including demolition, excavation and earthworks, the formation of compounds for the stockpiling, sorting and treatment of excavated materials, import of material to create development platforms, piling, and any other operations or engineering necessary for site mobilisation, office and worker accommodation, communications, drainage, utilities and associated environmental, construction and traffic management.

The development of a smart campus including;

- **Commercial building or buildings with a total Gross External Area of up to 1,000,000m² which would sit within current Use Classes E(a) - (g), B2, B8 and sui generis floorspace uses and**
- **A range of buildings up to 100,000m² within use classes C1, C2, E (a) - (g), F, B8, including restaurants / cafes, shops, leisure, education, and sui generis uses and**
- **Up to 750 homes in use class C3,**

Together with associated infrastructure including restoration of the railway line for passenger and freight services, rail infrastructure including terminals, sidings and operational infrastructure and change of use of land to operational rail land, multi-modal transport interchange, energy generation, energy distribution and management infrastructure, utilities and associated buildings and infrastructure, digital infrastructure, car parking, a site wide sustainable water management system and associated green infrastructure, access roads and landscaping.

2.3 LDO Parameters

- 2.3.1 The Proposed Development is defined by a series of Parameter Plans which are used as the basis of assessment for the ES. These parameter plans set the 'envelope' within which future development must fit and cover the following parameters:

- **Land Uses;**
- **Transport and Movement: Strategic Infrastructure;**

- Transport and Movement: Micro-mobility;
- Building Heights;
- Strategic Landscape;
- Infrastructure and Utilities; and
- Existing buildings to be demolished.

2.4 Development Permitted by the LDO

2.4.1 The Gravity LDO specifically grants planning permission for development as described at 2.2 above including the erection, extension, alteration, or demolition of a building within the particular use classes set out in Table 1 below and subject to the conditions and limitations described below.

2.4.2 It should also be noted that development and implementation of the LDO may take place on a phased basis and that where a material operation has been initiated in respect of any development permitted by the LDO at the time it expires, is revoked, or is revised that said development may be lawfully completed.

2.4.3 Table 1 below sets out the permitted uses as prescribed by The Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 (or any order revoking and /or re-enacting that order with or without modification).

2.4.4 The development of buildings, including the erection, extension, alteration, or demolition and total floorspaces in the use classes defined in Table 1 permitted at Gravity, in line with the limitations specified, is as follows.

Table 1: LDO Permitted Uses

Use Class	Definition	Limitations	Indicative Use Relating to Gravity
Advanced Manufacturing			
B2 / B8 / E(a – g) / Sui Generis	General Industrial Use	Total Gross External Area (GEA) of up to 1,000,000m ²	Advanced manufacturing (AM)
Supporting Employment Uses			
B8	Storage or Distribution	Total GEA of up to 65,000m ²	Data Centre / AM Supply Chain
E (a) to (g)	Commercial, Business and Service		Research and development

Sui Generis	Uses which do not fall within the specified use classes above.		Electric Vehicle charging station
Supporting Uses			
C1	Hotels, boarding and guest houses where no significant element of care is provided	Total GEA of up to 35,000m ²	Hotel <i>Temporary workforce accommodation for contractors*</i>
C2	Residential Institutions		Campus training centre
E (a) to (g)	Commercial, Business and Service		Day nursery, sport and leisure indoor facilities, gym, retail, café, health centre
F	Local Community and Learning		Community building - replacement 37 Club
Dwelling Houses			
C3	Dwelling houses	Up to 750 dwellings	Homes to meet commercial operator requirements

**Not included within the GEA limitations*

2.4.5 The development permitted by the LDO also includes any operations or engineering works necessary to enable the development of the Site, including:

- demolition, excavation, and earthworks,
- the formation of compounds for the stockpiling, sorting and treatment of excavated materials,
- import of material to create development platforms,
- piling, and any other operations or engineering necessary for site mobilisation,
- office and worker accommodation,
- communications, drainage, utilities and associated environmental, construction and traffic management.

2.4.6 In addition, the development permitted by the LDO also includes associated infrastructure including:

- restoration of the railway line for passenger and freight services,

- rail infrastructure including terminals, sidings and operational infrastructure and change of use of land to operational rail land,
- multi-modal transport interchange,
- energy generation, energy distribution and management infrastructure,
- utilities and associated buildings and infrastructure,
- digital infrastructure,
- car parking,
- a site wide sustainable water management system, and
- associated green infrastructure, access roads and landscaping.

2.4.7 The LDO comes into force on the date on which it is made and, subject to SDC's power to revoke this Order under s.61A(6) of the Act, will remain in force for a period of 15 years from that date.

2.5 Minor Operations

2.5.1 In addition to the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015, or its successor, the Gravity LDO permits minor operational developments where it amounts to development under planning legislation and takes effect on completion of the permitted development under the terms outlined in Section 2.4 and Table 1 above. Once that development is completed under those terms' pre-notification is not required for these works.

2.5.2 Minor operational development permitted by the LDO is:

- Changes to external appearance of existing buildings, including recladding, alterations to doors and windows
- Changes to access to buildings
- Installation of plant or small-scale micro renewable energy development
- Reorganisation of vehicle parking
- Provision of cycle parking
- Provision of covered bin stores

2.6 Other Consents

2.6.1 The LDO removes the requirement to obtain express planning permission but does not remove the need to obtain other statutory consents such as Building Regulations approval, consents under Highway's legislation, environmental licensing and permitting and Health and Safety Executive consents etc. It remains the responsibility of the developer to ensure that all other statutory requirements are followed.

3 Conditions

3.1 Introduction

- 3.1.1 The conditions imposed on the Gravity LDO are necessary to ensure that development is acceptable in planning and procedural terms. The conditions complement and sit alongside a Mitigation Checklist which is integral to the compliance process, and which is directly informed by the ES. Furthermore, the Design Guide assists occupiers in shaping development proposals for the local planning authority to consider during the compliance process. In parallel a Section 106 Agreement maintains key existing commitments and establishes the monitoring and management measures for the scheme.

Table 2: LDO Conditions

	Condition	Reason
1.	<p>The LDO and the terms within it will be active for a period of 15 years following the day of its adoption and will expire following this period. The Local Planning Authority (LPA) will review progress with the LDO on the 5th anniversary of its adoption to be able to fully reflect on the continued suitability of the LDO in the light of any changes to planning policy. The review will be completed with 28 days of the 5th anniversary and at the end of the review the LPA will determine whether to:</p> <p>a) Retain the LDO as it stands for the remaining 10 years of its life; b) Retain but revise some elements; or c) Revoke and cancel the LDO</p> <p>Development which has commenced under the provisions of the LDO can be completed in the event that the LDO is revoked or revised or expires. This is subject to the LPA's confirmation of compliance issued under the Pre-Development process.</p>	In order that the regeneration benefits of the LDO can be secured.
2.	No development shall commence in relation to a particular part of the Site until an Application for Compliance Form for that part of the Site has been completed, submitted to and approved by the LPA.	To enable the impacts of the proposals to be fully assessed in line with the aims of the LDO.
3.	The development permitted by this Order shall not be carried out other than in complete accordance with the criteria and conditions set out within this LDO, the Compliance Form and the accompanying Design Guide, with the exception of material amendments submitted to and approved in writing by the LPA.	To ensure high quality sustainable development, in line with the aspirations for the LDO.
4.	No development shall commence on any part of the Site until a Notice of Compliance for that part of the site has been issued by the LPA.	In order that progress and compliance can be monitored.

5.	Development shall be carried out in accordance with the information provided and to which the Notice of Compliance has been granted, and to any additional conditions imposed by the LPA forming part of the Notice of Compliance.	To ensure compliance with the LDO.
6.	Not less than 14 days prior to the commencement of development on that part of the site an LDO Commencement Notice shall be submitted to the LPA.	To enable the monitoring of development and the effective implementation of the Order.

3.2 Alignment with the Environmental Statement and Mitigation Measures in the Mitigation Checklist

- 3.2.1 Through a detailed assessment process, the ES has identified that the demolition and construction, design and implementation phases must include mitigation which positively responds to the local environment and, where highlighted, it should, where possible, mitigate the effects, where they are identified, of delivering Gravity Smart Campus.
- 3.2.2 The Mitigation Checklist which must be completed as part of any subsequent compliance application is set out in the Compliance Form.

3.3 Section 106 Agreement

- 3.3.1 The Gravity LDO is subject to an associated Section 106 Agreement.
- 3.3.2 The Section 106 Agreement sets out a variety of obligations linked to the delivery of the LDO including general obligations, mitigation control measures, relevant obligations carried across from the Extant Consent Section 106 Agreement and obligations on SDC and Somerset County Council. Some of these obligations are relevant to the compliance process, particularly general obligations, and certain mitigation control measures, and in accordance with the Application for Compliance process these will need to be considered as compliance submissions are made.

4 Next Steps

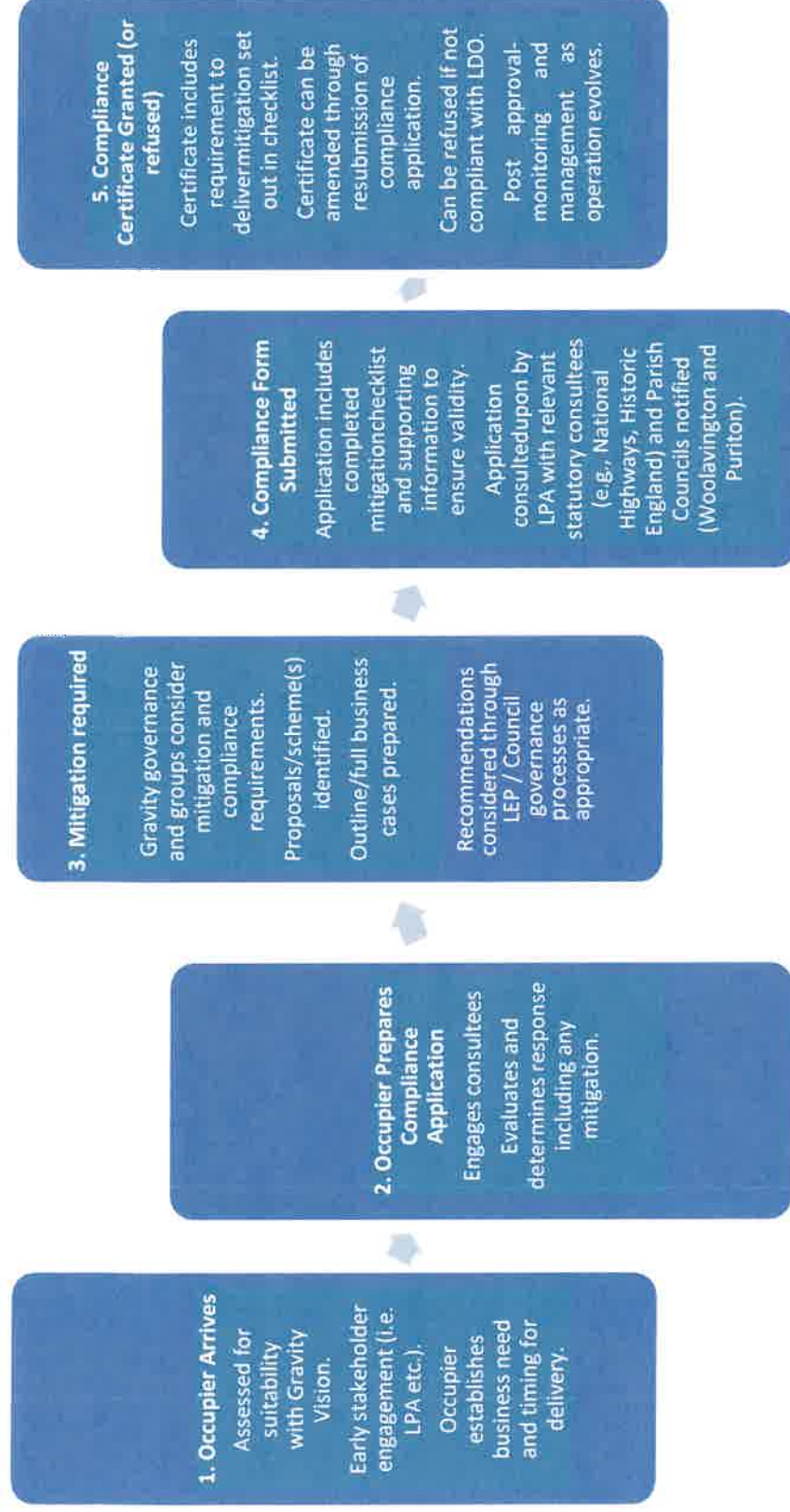
4.1 Introduction

- 4.1.1 This section has been prepared for the benefit of occupiers wishing to carry out Gravity LDO permitted development. It identifies the steps that need to be undertaken by occupiers to ensure their proposals are suitable for the Site, can be processed smoothly and determined quickly.
- 4.1.2 Works consented under previous applications such as the remediation consent (42/11/0017) can continue prior to commencement of development subsequently approved pursuant to the LDO. As per the Extant Consent (42/13/00010), some site preparatory works on Site can continue and these are set out in the Section 106 Agreement.
- 4.1.3 The Gravity LDO is not a permission to start work on the plots consented by the LDO. The Gravity LDO states matters which have been reserved for later approval. When all the reserved matters have been approved and where appropriate, conditions discharged, work may begin on the buildings consented by the LDO.

4.2 LDO Conformity Process

- 4.2.1 Prior to the commencement of development, the Compliance Form (Appendix B) shall be completed by the Applicant and submitted to the LPA, along with the necessary accompanying documents and fee payment.
- 4.2.2 Within 4-8 weeks of the submission of a compliance application, the LPA shall issue a Certificate of Compliance as to whether or not the proposed development is permitted under the Order, or whether further information is required to determine if the proposed development is in accordance with the Order.
- 4.2.3 If further information is required to make an assessment, and a decision cannot be reached within the initial 4 weeks, the LPA will seek to agree a reasonable extension of time with the Applicant up to a further 4 weeks. Should minor changes be required to ensure compliance with this Order, where feasible, the LPA will endeavour to seek amendments with the Applicant rather than issue a response of non-conformity. Again, this may require an extension of time to be agreed with the Applicant within the overall 4–8-week decision period.
- 4.2.4 If the proposal is not considered to be permitted under this Order, a planning application will be required.
- 4.2.5 Any development determined to comply with this Order, but which is later found to not accord with its terms and conditions, including the standard conditions set out in this Order, shall be liable to planning enforcement proceedings.
- 4.2.6 A simple flow chart setting out an indicative process for the preparation and submission of a compliance application is set out below in **Figure 1** to support applicants in the preparation of compliance applications.

Figure 1: Gravity LDO Compliance Process Flow Diagram



5 Gravity LDO: Part 2

5.1 Gravity LDO

- 5.1.1 The LDO is a milestone in the consenting process to re-imagine the Site within a new era of clean and inclusive growth. This will facilitate the delivery of Gravity – Smart Campus, establishing a planning regime for fast-track responses and implementation to be highly responsive to national and international business needs.
- 5.1.2 The Proposed Development is framed to attract large scale advanced manufacturing facilities to accelerate progress towards achieving a net zero carbon economy, hosting new business to ensure transport decarbonisation and the shift to electrification. Gravity - Smart Campus will be a key driver in the UK and regional economy to take positive action to address climate change.

5.2 LDO Purpose and Principles

- 5.2.1 The Gravity LDO, includes the Design Guide which addresses design and related issues and mitigation identified through the Environmental Statement. The Section 106 Agreement ensures that there are respective obligations between the key parties to manage and deliver the Gravity LDO which is located within the Heart of the South West Enterprise Zone (EZ).
- 5.2.2 SDC has taken a proactive approach to encouraging investment through supporting the production of the Gravity LDO. There is a clear rationale for this project in that the LDO should create certainty and introduce flexibility for occupiers and to generate retained finance which provides locally controlled resources for local investment. This, in parallel, to maintaining strategic checks and controls through a multi-agency delivery team, providing an oversight of high levels of development management service to achieve the transformational outcomes centred on Gravity, shown in **Figure 2** below.

5.3 Legislative Context Governing the LDO Process

- 5.3.1 LDOs were introduced by the Planning and Compulsory Purchase Act 2004 and grant planning permission for the specific type of development detailed in the LDO. These primary powers were amended by the commencement of section 188 of the Planning Act 2008 in June 2009 and more detailed legislative provisions on LDOs are contained in sections 61A to 61D and Schedule 4A of the Town and Country Planning Act 1990 (as amended) and articles 38 and 41 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, as amended (DMPO).

5.4 LDO Informal Consultation

- 5.4.1 Open and ongoing engagement with the local community, businesses and other stakeholders took place in advance of and during the LDO process. Such engagement has been multi-faceted using different tools, methods, and channels to involve as many people as possible (see Section 7.4 for further details on the response to informal consultation).

5.5 LDO Delivery Group

- 5.5.1 The Gravity LDO Delivery Group has met regularly since October 2020. It was set up to facilitate the delivery of the Gravity LDO and organisations from across a number of sectors signed a Memorandum of Understanding and Project Charter which sets out project aims and methods of working collaboratively.
- 5.5.2 The role of the Delivery Group has been valuable as the preparation of Gravity LDO has progressed, ensuring co-operation around meeting market needs (commercial), planning, highways, and environmental matters. Each has been responsible for providing guidance, technical input, and support and to assist in delivering specific activities as appropriate and within the agreed areas of work.

5.6 LDO Statutory Consultation

- 5.6.1 It is a requirement that LDOs are the subject of statutory consultation by the LPA. LDO consultation procedures are set out in article 38 of the Town and Country Planning (Development Management Procedure) Order 2015.
- 5.6.2 Consultation must include statutory consultees whose interests would be affected by the LDO and any person with whom the LPA would have been required to consult on an application for planning permission for the development proposed to be permitted by the LDO. The Gravity LDO Full Document List is at **Appendix A**.
- 5.6.3 Statutory consultation took place from 9 November to 9 December 2021 (30 days). The Gravity LDO and accompanying Design Guide and Environmental Statement (ES) were available on the SDC website and available for inspection at the Council's Offices and The 37 Club. The documents were also available on the Gravity website.
- 5.6.4 Officers undertook consultation events on the draft LDO, this entailed:
- Wednesday 24 November 2021: An online event from 6pm to 7:30pm for those wanting to learn more about the Draft Gravity LDO.
 - Thursday 25 November 2021 at Puriton Sports Centre:
 - A drop-in face to face session from 3pm to 6-30pm; and
 - A Special Parish Council meeting open to the public starting at 7pm.
 - Tuesday 30 November 2021 at Woolavington Village Hall:
 - A drop-in face to face session 3pm to 6-30pm; and
 - A special Parish Council meeting open to the public starting at 7pm.
- 5.6.5 A standalone schedule has been prepared setting out each respondent to the statutory consultation, the main issues raised, the Council's response and identification of any changes required to the LDO (see Section 7.6 for further details on the response to statutory consultation).

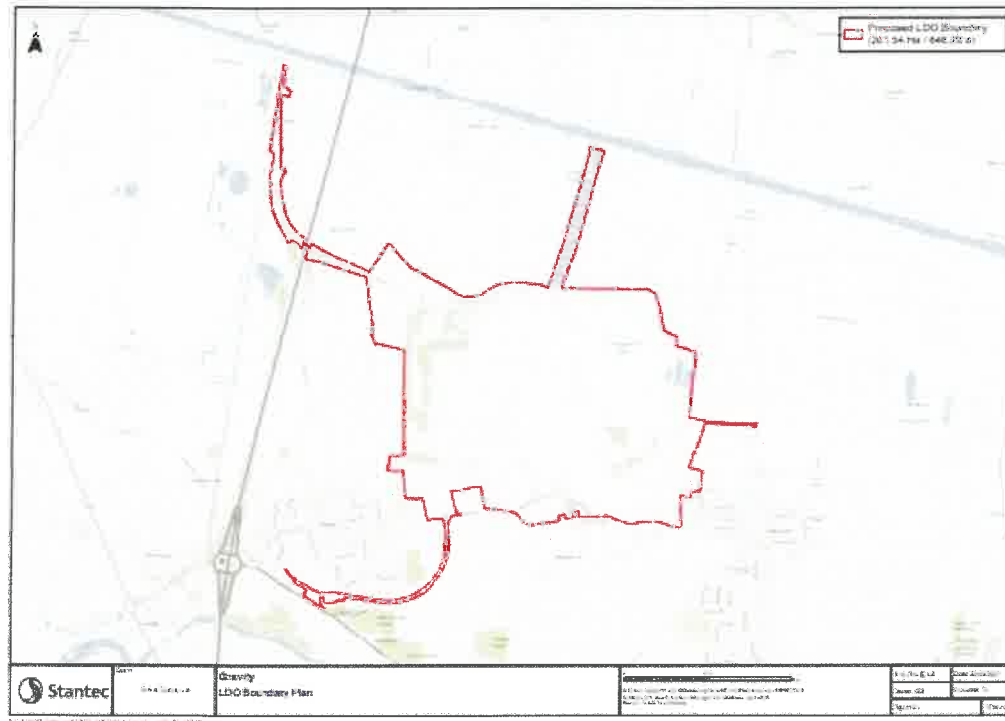
6 Proposed Gravity – Smart Campus Site

6.1 Site

- 6.1.1 The Site boundary for the Gravity LDO comprises 261.54 hectares (646.29 acres) of land, of which approximately 250 hectares (616 acres) was part of the former Royal Ordnance Factory (ROF) which closed in 2008. The majority of the Site, associated with the former ROF, is brownfield land hosting a primary industrial manufacturing use over the past 70 years. Land on the edges of the Site, in particular to the south and east, is currently greenfield agricultural land.
- 6.1.2 The Site is formally designated by Government as an Enterprise Zone (EZ) which came into force in 2017 and remains in force until 2042. The primary purpose of the EZ is to attract investment and create jobs. The agreement with Government, the Councils and the Heart of the South West Local Enterprise Partnership is for the LDO to establish a simplified planning regime in order to retain business rates locally. The Gravity LDO represents the tool to establish this regime, attract occupiers and accelerate delivery.
- 6.1.3 The main area of the Site within the former ROF fence has been remediated to ensure that any residual contamination does not pose an unacceptable risk to the health of future occupants or the environment. Planning consent is also in place to create 4000 jobs through the Huntspill Energy Park hybrid planning permission (Reference 42/13/00010, consented November 2017- the Extant Consent), which included detailed consent for the Gravity Link Road which is now constructed.
- 6.1.4 The Gravity LDO re-imagines the strategy for the Site, prioritising the need to create high-value work, in conjunction with climate action aligned with the United Nations Sustainable Development Goals - clean and inclusive growth.

6.2 LDO Site Boundary

Figure 2: LDO Boundary Plan



6.3 Site Context

Figure 3: Site Context Plan



6.4 Surrounding Context

- 6.4.1 The village of Puriton lies immediately to the south west of the Site and the village of Woolavington lies immediately to the south east. Beyond Puriton, approximately 2km west of the Site, lies junction 23 of the M5 motorway, which runs in a north-south orientation.
- 6.4.2 As well as the M5 motorway, the closest roads are Woolavington Road which runs in an east-west direction between the villages of Woolavington and Puriton to the south of the Site and the B3141 Causeway which runs in a north south direction between the villages of East Huntspill and Woolavington to the east of the Site.
- 6.4.3 The Huntspill River lies immediately to the north of the Site. It is essentially a large reservoir constructed to provide a water supply to the former ROF.

6.5 Site Description

- 6.5.1 The Site is brownfield, low lying and flat with areas of grasslands, woodland, scrub, hedgerows, tall ruderal, and ephemeral vegetation along with standing water, reed bed, wet and dry ditches, as well as buildings and hardstanding. There are also areas of disturbed / bare ground.
- 6.5.2 In terms of access, the Site benefits from the Gravity Link Road and the link to the B3141 Causeway. There is also an established access onto Woolavington Road in the form of a Y-shaped priority junction where the western and eastern approach roads link to form a single point of entry to the Site. Former access by rail (now disused and rail lines removed) was gained by the railway spur to the west of the site.
- 6.5.3 The Gravity Link Road includes a landscape bund which has been included to provide visual and noise screening of the road to nearby residential properties. A 'green' bridge has also been installed to the south of Puriton to carry a public bridleway over the Gravity Link Road.
- 6.5.4 The local area is known as Puriton Level and is crossed by rhynes (drainage ditches). These provide the existing surface water drainage on Site, eventually discharging into the Huntspill River to the north or River Parrett to the west.
- 6.5.5 Fishing ponds are located in the east of the Site, within the Puriton Rhynes and Ponds Local Wildlife Site, and these form part of the Gravity ownership, but do not fall within the EZ designation or the Site. In the south of the Site, in the area where the Gravity Link Road joins the former ROF Site, balancing ponds have been installed for the road.
- 6.5.6 The Site is well served by utilities (gas, electricity, and water) and on the west edge also benefits from a (currently disused) link into the rail network, reinstatement of which is an important opportunity identified within the Gravity LDO. This could see the rail link reopened for both passengers and freight, as shown on the Parameter Plans.

6.6 Environmental Context

- 6.6.1 Gravity is located within a high-quality natural environment providing a framework and context to host a new era of clean growth and to retain and attract a workforce to meet business needs.
- 6.6.2 Within 5km of the Site there are a number of internationally and nationally designated nature conservation sites. These are:
 - **Huntspill River National Nature Reserve (NNR)** - located immediately to the north of the Site, with a small section (c.0.7ha) overlapping with the Site. This NNR consists of open water, lowland grassland, and small areas of woodland.

- **Bridgwater Bay Site of Special Scientific Interest (SSSI) and NNR** - situated approximately 2.4km to the west of the Site at its closest point. The SSSI forms part of the Severn Estuary Special Protection Area (SPA) and Ramsar Site. Part of the Bridgwater Bay SSSI also forms part of the Severn Estuary Special Area of Conservation (SAC).
- **Catcott, Edington and Chilton Moors SSSI** is situated 3.1km to the east of the Site. This SSSI forms part of the Somerset Levels SPA and Ramsar Site.

6.6.3 The Environment Agency flood maps (which do not take account of flood defences) indicate that the majority of the Site is in Flood Zone 3 (defined as land with a 1 in 100 or greater annual probability of fluvial flooding or with a 1 in 200 or greater annual probability of tidal flooding). Some small areas are located in Flood Zone 2 and 1, with medium and low respectively probability of flooding. The tidal reaches of the River Parrett pass within 5km west of the Site and tidal flood defences have been constructed along the Parrett Estuary which are effective in this location and will be supplemented by the Bridgwater Tidal Barrier and integral flood defence embankment works, due for delivery by 2025, as a comprehensive, long-term solution.

7 Statement of Reasons

7.1 Purpose of LDO

- 7.1.1 Gravity aims to become the UK's leading Smart Campus for some of the World's most innovative Clean and Inclusive Growth companies. It will be the South West's and potentially the UK's largest single commercial development bringing forward a substantial amount of new employment floorspace to meet a new era of market needs in response to climate change. Its delivery will be a clear and substantive example of SDC's long-term commitment to securing higher level economic-led growth and the district's leading role in the Somerset and the wider South West economy, showcasing delivery as part of the UK's Industrial Strategy and transport decarbonisation plans.
- 7.1.2 The purpose of adopting the Gravity LDO is to deliver economic transformation in attracting new sectors and businesses, advancing clean growth through a simplified planning regime, and securing locally retained business rates. The Gravity LDO is an alternative approach to a planning application submission.
- 7.1.3 Creating a route to accelerate the delivery of the EZ to enable Gravity as a destination to host international investment in the UK is priority. Gravity is promoted by the Department of International Trade, marketed through the Global Investment Summit, and is receiving international enquiries relating to transport decarbonisation in the UK.
- 7.1.4 Shaping a market led LDO to ensure delivery and working with Government to attract occupiers, retaining local control of income to secure and deliver mitigation through local partners provides the optimum solution to generating a new generation of jobs and opportunities for local communities and businesses.
- 7.1.5 Gravity has the potential to establish the foundations for accelerating and transforming growth whilst simultaneously cutting greenhouse gas emissions, creating good jobs, low carbon homes and realising positive social outcomes for local communities.
- 7.1.6 Gravity will become the engine room of the Heart of the South West Local Enterprise Partnership Local Industrial Strategy. It will deliver transformational investment opportunities, unlock connectivity through infrastructure, and bring new higher value employment and skills opportunities to the South West. The site is geographically well related to Bristol airport and port and the wider academic and industrial partners in the Bristol City region. These are essential elements to attract international investment.
- 7.1.7 It is intended that the Gravity LDO will facilitate local, regional and national aims through the delivery of the EZ, along with meeting other strategic planning and economic objectives to deliver transformational change to the local economy. The Gravity LDO will deliver a long-term legacy of high-value job opportunities, reprofiling the economy to create opportunities for good quality training and employment in Sedgemoor, across the region and as part of the 'UK plc' offering to address the challenges of levelling-up, Brexit and Climate Change.
- 7.1.8 Gravity – Smart Campus will provide significant additional growth space for existing businesses and broaden the Council's offer to inward investors on an international level. The focus on Clean and Inclusive Growth sectors also offers a higher value capability than currently available for manufacturers and other users in this part of the South West, with the Gravity LDO offering a strong location for such activity given its brownfield status.
- 7.1.9 The scale of Gravity also offers opportunities to create and capture a positive legacy from Hinkley Point C (HPC) for some businesses to remain locally as well as leverage new inward investment centred on energy and clean growth. HPC business consortia are already adapting and providing services to the Site to support enquiry management. HPC facilities

and legacy opportunities for re-use and pre-purposing of facilities are also in discussion within the wider locality. For local individuals who are employed in temporary construction related jobs at HPC, Gravity provides a key new opportunity to transition and secure permanent employment and benefit from new training and development. Bridgwater and Taunton College (BTC) are leading the workforce development strategy and engaging with potential occupiers to ensure strong links between the community and new opportunities.

- 7.1.10 The HPC legacy also creates opportunities to assist and enable the Gravity development with dark fibre connectivity provided for HPC through Gravity, with the agreement its services Gravity. The 400 kV National Grid distribution of electricity from HPC, and its routes through and close to the Gravity site, creates opportunities for Gravity to connect to national scale energy to achieve its ambitions.
- 7.1.11 Gravity was designated as an EZ by Central Government following a successful application made by the Heart of the South West LEP in partnership with Sedgemoor District and Somerset County Councils. This provides a focus to attract international investment and create jobs and for the local area to retain business rates generated from the new business. Normally an employment site would generate business rates and the Council would collect them and return them to government. In this case rates that are generated over the EZ lifetime, that is a 25-year period from 1 April 2017 to 2042, will be retained by the collecting authority and reinvested locally.
- 7.1.12 A separate governance paper relating to public sector funding and its relevance to the Gravity EZ (February 2022) has been prepared and will inform the implementation stage of the LDO.

7.2 Gravity – Smart Campus Development Goals

- 7.2.1 Delivery of the Gravity - Smart Campus should achieve the following:

Realising the benefits of excellent transport connections

- 7.2.2 The developer will establish a smart campus, forming part of a commercial cluster in the South West, connected to the M5 corridor, port infrastructure, airports, and related clusters of enterprise, innovation, and education in the Bristol City region.
- 7.2.3 Gravity already benefits from these excellent connections but will build upon this through investment in restoring rail infrastructure into the Site, complimenting the Gravity Link Road leading to the M5, and the approved Village Enhancement Scheme improving linkages between Puriton to Woolavington and delivering traffic calming in both villages.

Building upon a cluster of innovation

- 7.2.4 Gravity will create a centre of excellence in the UK for transport decarbonisation and innovation. The Site already benefits from being located at the heart of a South West innovation cluster comprising Bristol University's Smart Lab, the Bristol Robotics Lab, the National Composites Centre, the Institution of Advanced Automotive Propulsion (IAPPS) and the National Composite Centre.
- 7.2.5 Locally there are opportunities to re-purpose innovation space to support supply chain development through the Somerset Energy Innovation Centre, post HPC construction with this facility becoming available from 2026. It is also possible that sector / business specific bespoke training facilities will be required, with a range of training from apprenticeships to PhD's to drive product development. Depending on occupiers and their manufacturing process, it is possible there may be wider links into the further South West and Cornwall for example in relation to lithium.

- 7.2.6 Gravity also has highly advantageous access to a talent pool including four top-tier universities and the nearby high performing BTC to help meet workforce needs. Bristol University, the University of the West of England and Bath University have all worked with the developer and BTC as part of the enquiry management process and have confirmed a collaborative approach to ensuring workforce development requirements can be met.

Skills and Training

- 7.2.7 Gravity is well positioned to provide work and training opportunities for the existing workforce, in terms of the skilled workers already present, and the future workforce, in the form of graduates, apprentices and talent that Gravity can bring into the region from elsewhere.
- 7.2.8 The Gravity Skills Charter represents the commitment previously reached on the importance of a local labour agreement. The Skills Charter forms part of the suite of documents supporting the Gravity LDO, which requires potential occupiers to produce a Workforce Development Strategy as well as Employment and Skills Plans (ESPs) which form part of the compliance process, with monitoring and management to track and review progress secured through the Section 106 Agreement. The Charter maintains the training commitments throughout the construction and operational phases of Gravity through the delivery of the Gravity LDO, covering the entire Site and on an occupier-by-occupier basis.

Creating jobs and homes, investing in the community

- 7.2.9 Gravity will establish the foundations for accelerating and transforming the economy while cutting greenhouse gas emissions, creating good jobs, integrating low carbon homes for Gravity employees, and realising positive social outcomes for local communities.
- 7.2.10 Gravity will create up to 7,500 permanent operational jobs to help transition Sedgemoor from a low value, low wage economy, anticipating and responding proactively to economic and structural change resulting from the pandemic and resulting recession, Brexit, and climate change.
- 7.2.11 Crafting and shaping an innovative housing offer is vital to attract occupiers who will need to commit to very significant levels of corporate investment. Low carbon homes and new accommodation choices can reduce the need to travel, incentivise young people to stay and live in the South West, and draw new investment and housing products to the UK. Up to 750 dwellings will be provided specifically to serve Gravity subject to operator demand and to provide additional capacity in the housing market to support the jobs on site.

Clean Growth

- 7.2.12 Gravity will be a pioneer in responding to the Clean Growth challenge, striving to accelerate the transition to a net zero carbon model fit for the future. The developer's approach to clean growth is underpinned by a Clean and Inclusive Growth Strategy and an Environmental and Social Governance (ESG) Policy. The developer's ambition and policies shape and drive the re-imagination of the Site and the direction of the Gravity LDO.

Digital connectivity

- 7.2.13 Digital connectivity and technology will be pervasive and ubiquitous across the Site, enabling and enhancing every activity, service, and function. Digital infrastructure will underpin future energy, mobility and building management systems, and will be integral to the delivery of a seamless and engaging user experience. It has the potential to enable a range of operational efficiency, resource conservation and cost reduction benefits, and can open up a diverse set of new revenue streams.

- 7.2.14 Detailed information on the developer's plans for digital connectivity are presented in Gravity's Digital Vision document (Arup, 2020) which has informed the development of the Gravity LDO.
- 7.2.15 The commitment to digital connectivity is marked by the provision of dark fibre which is already available to occupiers, and the Department for Culture Media and Sport (DCMS) 5G trial to research connectivity and logistics movements between the port and the Site to test systems development. Cellnex and Bristol University's Smart Lab team, together with wider partners are supporting the research and development and the provision of facilities on site to further the research.

7.3 On Site Housing

- 7.3.1 The inclusion of a quantum of housing on the Site is tied to the delivery of the commercial floorspace and will be designed and implemented in such a way as to minimise any negative impact upon the local housing market whilst supporting occupiers needs on site. The opportunity to provide on-site housing is an important aspect of the Gravity LDO to make it more attractive to investors.
- 7.3.2 The 750 homes will house a proportion of the potential workforce. This is to ensure that the homes are utilised to meet the scheme's economic objectives in terms of labour and skills requirements.
- 7.3.3 The delivery of any units will be driven by the occupier. Should they consider homes are not needed or justified to directly accommodate a share of their workforce then the homes will not be built. Any Application for Compliance will be required to provide a Supporting Statement setting out occupier requirements including type and tenure and management of properties in perpetuity. There is also an obligation in the S106 Agreement to legally require housing to be occupied by those principally or last employed on the Site.
- 7.3.4 The Gravity LDO housing element will be flexible enabling companies to respond to business and workforce needs, for example, to address the needs of those who have the greatest difficulty in getting into the housing market (those early in their careers) and so creating the ideal environment for them to stay within the area by locating at Gravity and be trained in the skills required on site. This model not only supports and delivers on the local and regional economic objectives, it also addresses matters of sustainability through locating some homes immediately adjacent to jobs, reducing commuting, creating opportunities for active travel and mitigating wider effects of climate change whilst supporting the key principles for clean and inclusive growth.
- 7.3.5 The mix of housing is a matter for the operator(s) – it is important at the moment to retain flexibility on site and the competitive advantage to use the homes on site for the best operational outcome. The following are all factors which will inform the mix:
- 7.3.6 **Homes for Younger People:** A lack of economic opportunity in the area has resulted in a net drain of younger age workers at the start of their economically active careers. This is coupled with insufficient affordable housing in the local area making it harder for some young people to remain (or return to) the area. Gravity provides the economic catalyst and pathway to a high- quality career – but without (some) homes the positive economic impact risks being diluted because many young people cannot afford to stay and live the area
- 7.3.7 **Homes to mitigate a possible housing market impact:** With a scheme of up to 7,500 workers some housing market impact may be expected. While there is a need to support younger workers, learning from HPC, there may be demand for a range of housing options on the Site itself including a hotel, potentially serviced apartments, and some family homes.
- 7.3.8 **A commercial attractive inward investment offer:** The Site needs to be commercially competitive and as part of this competitive positioning a supply of homes may help an inward

investor, particularly an international investor, mobilise their new site. It is quite likely that the Site will either replicate (in whole or part) a facility based overseas or simply involve a new international supply chain. It is reasonable to expect that a share of the workers are seconded or contracted to work on site for a period of time while the site ramps up and local skills and experience acquired. These workers need high quality short / medium term housing to avoid the need to secure property off site and in the general market.

- 7.3.9 **Accommodating the construction workforce:** There may be a need to have some temporary accommodation for some construction workers on Site. The developer anticipates that some of the local HPC construction workforce may wish to transition to Gravity and we acknowledge that there are also some temporary, non-local HPC workers already in local accommodation, who may wish to stay longer locally to assist Gravity's construction. The local provision of accommodation has already been uplifted to provide for HPC and these beds spaces will remain in place.
- 7.3.10 Potential occupiers have expressed an interest in the re-use HPC worker accommodation at the Sedgemoor campus for operational workforce. If this is required, it will be subject to a separate planning application.
- 7.3.11 The flexibility to some of the host permanent homes on site for the operational workforce; coupled with temporary accommodation for construction workers, and the existing housing capacity in place for HPC should help mitigate some of the impact of additional workers in the local housing market.

7.4 Response to Informal Consultation

Non-Statutory Consultation

- 7.4.1 The developer has undertaken a significant amount of early engagement and informal consultation throughout the development of the Gravity LDO proposals which has extended across the existing residential and business community as well as statutory consultees who have been an integral part of the process through the Gravity Smart Campus LDO Delivery Group (Delivery Group). The developer's team has been cleared on the clean growth ambitions and the opportunity to achieve economic transformation through hosting large scale advanced manufacturing as a significant market opportunity.
- 7.4.2 SDC Officers and representatives have been part of the Delivery Group, involved in the community webinars and public exhibitions as part of the collaborative approach to the LDO. All of the Delivery Group presentations and summaries of meetings are included on the developer's website and the community has been updated through newsletters. Key points of clarification, for example on job numbers, have been communicated with press releases in conjunction with SDC

Purpose

- 7.4.3 It has been an important part of the Gravity LDO strategy to ensure that the local community (both residents and businesses) have been kept informed of the purpose of the Gravity LDO, along with its vision and ambition to achieve a new era of clean and inclusive growth centred on creating a smart campus to host large scale manufacturing and related uses.
- 7.4.4 As the process evolved, emerging parameters were developed, and an illustrative concept created. An informal consultation exercise enabled the developer to provide the community with the opportunity to feedback and most importantly influence the parameters and local considerations. The Gravity LDO being brought forward on an EZ is by its nature market led and needs to be responsive to those requirements, but the developer and SDC have wanted to make sure the local community has been given the opportunity to engage throughout the LDO process. The community feedback has provided reassurance and a sense of urgency to

ensure the proposals are market facing, deliverable and create jobs for the community. The overwhelming sentiment expressed has been the length of time since SDC and the former landowner have discussed the regeneration of the Site and that action was now needed to make things happen.

What consultation has taken place?

- 7.4.5 The developer has worked closely with the local community since acquiring the Site in 2017. Since January 2021 this has comprised:
- Regular updates in a specially designed community section on the developer's website, including launching an online interactive map as well as a feedback form for people to say what they think about the local area: thisisgravity.co.uk/community/
 - Hosting five webinars including presentations by the developer team followed by question-and-answer sessions on a variety of themes including smart and sustainable transport, the green economy, creating a smart community, and a virtual community drop in event which gave the local community the opportunity to ask any questions and engage with the project team.
 - Preparing and distributing regular e-newsletters updating the community on progress.
 - Speaking at a significant number of conferences and events including presentations on Gravity LDO, namely RTPI events, Bristol and West of England Initiative, SW Business Inside Round Table, SW Business Insider in partnership with HotSW LEP, Bridgwater Chamber of Commerce, Western Gateway Economic Development Conference, and the South West Business Council.
 - Setting up a business leaders' group.
 - Exploring new ways of working with partners and industry experts. Engaging schools, the college, and young people.
 - Updating and engaging with parish councils and individuals.
 - Posting updates on Twitter, Facebook, and LinkedIn.
 - Progressing technical work with partners to inform plans.
- 7.4.6 Every household and business (2,100) in the area was contacted at least once by direct postmail and the June 2021 electronic newsletter went to 644 people and was opened by 251 recipients. Consultation and community pages on the developer's website have been viewed around 13,000 times to date.
- 7.4.7 In addition to the above, an in-person exhibition was held on site in the 37 Club on 19th and 23rd June 2021, providing information as to how the proposals were emerging, a concept as to how development might be delivered on the Site and inviting comments on the information presented. The exhibition material was also posted on the developer's website in a virtual consultation room so the same information could be seen and commented on via different forms of media and as a result reach as many people as possible. A total of 87 survey responses were received with a further 103 people providing comments during the exhibitions.

Key themes & how they have helped shape the LDO

- 7.4.8 The feedback from all aspects of the consultation set out above was analysed and a number of key themes emerged, namely:

- Quality of Employment Opportunities for Local People
- Gravity Vision for Clean Growth
- Sustainable Smart Mobility & Connectivity
- Protection of Homes for Local People
- Community Facilities
- An Enhanced Natural Environment
- Local Road Safety

Quality of Employment Opportunities for Local People

- 7.4.9 Achieving employment on this site was a high priority for the significant majority of consultees. The emphasis in response was on the need to create long term employment opportunities through long term investment including a variety of jobs for local people. An overriding comment was the desire to see those employment opportunities delivered quickly.
- 7.4.10 Respondents recognised that a number of the jobs are likely to be highly skilled and wanted to ensure that local people would not be ruled out as a result. They welcomed the partnership with BTC and relationships with universities and saw a priority being the need to have in place a programme for employment and training opportunities for local people. 92% of survey respondents wanted to see workforce development as a key part of any development.
- 7.4.11 It was always proposed that the Gravity LDO would provide for at least 4,000 jobs in high value industries such as advanced manufacturing, smart technology, robotics, data, and other highly skilled sectors. Since the consultation the developer team have undertaken further research to identify the number, type, and nature of the jobs likely to be required by these types of operators to ensure those numbers can be achieved. This research has shown that between 4,000 and 7,500 jobs can be accommodated on site when operating 3 shift patterns in line with the operational requirements of such industries. We have therefore revised our assessments to take account of this higher overall number.
- 7.4.12 The Skills Charter forms an integral part of the LDO and sets out the developer's commitment for local people to benefit from these opportunities.
- 7.4.13 The Skills Charter sets out the commitment to continue the focus on clean and inclusive growth. SDC and the developer have previously agreed a Framework Local Labour Agreement on the existing Huntspill Energy Park permission. The Skills Charter translates that agreement into a new Skills Charter for the Gravity LDO. The Charter maintains the commitment to require employment and skills plans from occupiers which then forms part of the monitoring regime. It relates to skills and training commitments throughout the construction and operational phases of Gravity through the delivery of the Gravity LDO, covering the entire Site.
- 7.4.14 Workforce development and talent acquisition is a fundamental part of the proposition to attract international investment into the UK and to the South West, creating high value, permanent jobs.
- 7.4.15 Given the extensive nature of this Site, individual Employment and Skills Plans (ESPs) will be developed for each occupier, site or parcel, as appropriate, in addition to the Skills Charter. The shared overriding objectives are to:

- a. meet occupier needs and provide strategic linkages into local schools to raise ambition of young people.
- b. provide strategic linkages into Bridgwater and Taunton College (BTC) and the wider training and academic network, to ensure support and training for the new workforce.
- c. to provide an interface with the local community and businesses to ensure accessibility to new opportunities to enhance skills and training.

7.4.16 BTC will have a direct interface through the Skills Charter and subsequent ESPs, to closely align students to work experience, placements, and apprenticeships, geared to creating additional social value for the local community. BTC will work closely with the Owner and the occupiers to focus on individuals and improving life chances and wellbeing. BTC will also work to lead and shape a package of training and workforce development linked to wider universities and institutes of technology to meet occupier needs.

7.4.17 Investment in skills and training curricula development and potentially new bespoke training facilities to meet occupier needs are candidate initiatives in the LIP. Given the long lead in time for skills development, it is quite possible educational and training infrastructure may be an early requirement for financial consideration through business rates and potentially funds in advance to ensure positive outcomes for local people can be achieved

Gravity Vision for Clean Growth

7.4.18 The need to respond to the climate emergency was high on the agenda of many respondents and there was an overriding acknowledgement of the opportunity Gravity and Sedgemoor have to help deliver transformational change required to make a difference with 96% of survey respondents supporting the developer's focus on Clean Growth.

7.4.19 The Gravity Business Charter is part of the suite of Gravity LDO documents and occupiers will be asked to set out their response to the Charter through the compliance process. This will be monitored through the governance arrangements and compliance process. The commitment by the developer and its partners along with future occupiers of the UK's premier smart campus is to take action within their own organisations and sectors to contribute to clean and inclusive growth as well as optimise the use of local businesses.

7.4.20 The development of the Gravity Business Charter is a key step in ensuring the site delivers on its Environmental, Social and Corporate Governance objectives and partners and occupiers are clear on the expectations and commitments which being part of the Gravity community entails.

Sustainable, Smart Mobility & Connectivity

7.4.21 Improved pedestrian and cycle accessibility between the existing villages and to the surrounding areas, including Bridgwater and Highbridge as well as to the surrounding open countryside, was a re-occurring theme to emerge from all aspects of the consultation and consistent with the support for Clean Growth. 96% of survey respondents were in support of improving and increasing the number of pedestrian and cycle routes, including support for the Village Enhancement Scheme, which provides traffic calming in the villages of Puriton and Woolavington and walking and cycling infrastructure within and between the two villages, linking the Site with the villages. Improved and safer links between the existing villages was important to all respondents when directly asked.

7.4.22 There was also a high level of support – 92% of survey respondents – for re-instated rail services to and from the Site, both passenger and freight, and the possibility of Gravity being able to facilitate that was seen as a positive. The passenger service was seen as being an

attractor for occupiers, but also for local people as it would possibly open up other job opportunities in the wider area. 73% of survey respondents considered rail freight accessibility would make the site more attractive to operators and investors.

- 7.4.23 The developer is already committed to creating a car-free, cycle and pedestrian path between Puriton and Woolavington, including traffic calming measures within each of the villages, having already gained planning permission for the Village Enhancement Scheme. This is secured in the Section 106 Agreement.
- 7.4.24 It is notable that transport infrastructure requirements for the majority of large projects would not normally be implemented until a later stage in the project controlled through appropriate triggers. In this case, partnership funding from the HotSW LEP has enabled the Gravity Link Road to connect Gravity to the M5 via the A39 to be completed. This minimises the impact on local villages and will enable the early delivery of the Village Enhancement Scheme which has already been designed and has planning consent.
- 7.4.25 The Gravity LDO is also making provision for improved bus services, new walking and cycling connections and potential new passenger and freight links which, as recognised by consultees will benefit Puriton, Woolavington and the wider area. The LIP will include a range of transport interventions for consideration and funding through business rates income.

Protection of Homes for Local People

- 7.4.26 Local residents were keen to ensure that the influx of workers to the area would not have a negative impact on the local housing market by reducing supply, driving house prices up and local people out. Some concern was also raised regarding the coalescence of Puriton and Woolavington with Gravity joining the two as well as the overall impact on the residential amenity of existing residents.
- 7.4.27 Up to 750 homes for workers will be provided through the Gravity LDO. The requirement for these homes will be occupier led and not for sale on the open market. This will be controlled through the Compliance Form which requests that any application for residential development is accompanied by a report which clearly identifies occupier need, the number, type and tenure of residential development to be provided at any one time and will be controlled through an appropriate occupancy condition on any certificate of compliance provided in respect of that occupier need.

Community Facilities

- 7.4.28 Existing commitments to the community will be maintained directly through the Section 106 Agreement and LIP.
- 7.4.29 The inclusion of community facilities in the Gravity LDO was recognised and supported with particular emphasis on the desire to ensure that the 37 Club will be replaced in advance of the existing building being demolished, to ensure continuity in availability of this important community facility. Local residents would like to be involved in the design of any new 37 Club to ensure a suitable range of uses and activities are included.
- 7.4.30 The Section 106 Agreement will make provision for the preparation of a Replacement 37 Club Feasibility Study which will be undertaken in consultation with the local community comprising the 37 Club members, and Puriton and Woolavington parish councils. The study will examine the type of uses and facilities to be included and consider the viability of the facility to ensure its sustainability, as well as the overall design and location of the new facility. The study will also include the consideration of interim facilities. The Section 106 Agreement makes provision for the developer to fund a replacement facility. Further funds to support leisure and community facilities are identified in the LIP for consideration in respect of business rates finance.

An Enhanced Natural Environment

- 7.4.31 Preserving and enhancing the existing natural environment (flora and fauna) is a key theme. The Green Bridge drew much favourable comment in the context of wider comments regarding the need for enhanced biodiversity which was seen by many as an overriding requirement for any new development on this site, especially in the context of a potentially large footprint of development. SCC (Ecology) confirmed through EIA Scoping that 10% Biodiversity Net Gain would be required.
- 7.4.32 A Strategic Landscape Parameter Plan has been prepared and must be adhered to by any occupier wanting to develop on the Site, as set out in the Compliance Form. This has been prepared in discussion with SDC, Natural England and the Environment Agency to ensure all opportunities to retain and improve the ecology and natural habitats through new and existing blue and green infrastructure on site have been identified. Further opportunities for landscaping within individual building plots as they emerge are identified in the Design Guide with clear guidance as to how such opportunities should be approached and maximised. Additionally, given the nature of the Gravity LDO proposals, the use of materials, building design and roof detail will be utilised to minimise landscape impacts from the scheme.
- 7.4.33 Opportunities for strategic environmental improvement, biodiversity net gain and natural capital development are addressed in the LIP. This proposition seeks to collaborate with Natural England and wider partners to extend and link national nature reserves as a 'Super Reserve' in the South West to respond to climate change through nature-based recovery and enhancement

Local Road Safety

- 7.4.34 Construction traffic was moving through Puriton at the time of the public exhibition, some associated with the building of the Gravity Link Road, but some also related to the Hinkley C Connection Project powerline being erected to the east of the Gravity Site at the same time. A number of local residents raised concerns regarding the speed and nature of the way such vehicles were driving through the village.
- 7.4.35 A Framework Demolition and Construction Environment Management Plan has been prepared and is submitted with the Gravity LDO. This provides a comprehensive framework of management controls within which the development must work.

7.5 Environmental Impact Assessment (EIA)

EIA Screening

- 7.5.1 SDC issued a Screening Opinion on 23rd June 2021 which confirmed that the Gravity Smart Campus proposal is an EIA development with the requirement for an ES to be prepared.

EIA Scoping

- 7.5.2 The EIA Scoping Report was consulted on between 6th July and 3rd August 2021
- 7.5.3 The consultation bodies consulted by SDC were as follows: Natural England, the Environment Agency, Somerset County Council, Highways England, Network Rail, National Grid, Historic England, Wessex Water, Somerset Wildlife Trust, Quantock Hills AONB unit, Mendip Hills AONB unit and a number of internal consultees at SDC.

7.5.4 The environmental topics that are included in the ES scope are: Economics; Health, Social and Wellbeing; Transport and Access; Noise and Vibration; Air Quality; Biodiversity; Water Environment; Landscape and Visual; Climate Change; and Cultural Heritage.

7.5.5 Following the consultation period, SDC issued a Scoping Opinion, planning reference 42/21/00021 on 27th September 2021.

7.6 Response to Formal Consultation

Overall response to the LDO statutory consultation

7.6.1 A total of 61 representations were received – 32 from Interested parties and 29 from Statutory Consultees with:

- 31 responses were in support/raised no objection
- 30 objected and/or raised concerns

7.6.2 A separate schedule has been prepared setting out each respondent to the statutory consultation, the main issues raised, the Council's response and identification of any changes required to the LDO.

7.6.3 An overview of the nature of the comments received is set out in summary below.

Supportive of the LDO

- Transformational economic benefits for the area
- LDO would help respond to market interests focused on high value jobs in the advanced manufacturing sectors.
- Alignment with opportunities at Bristol Port
- Significant opportunities local and small businesses to support delivery through supply chain opportunities.
- Alignment with Climate Change action, Levelling Up and Global Britain
- Attractive to new international and higher value occupiers to provide a legacy beyond Hinkley Point C.
- Opportunities for businesses in growing green and renewable sectors
- Support for the concept of a highly sustainable smart campus.
- Restoration of the railway line seen as important opportunity
- Creation of 4,000-7,500 jobs providing permanent opportunities beyond HPC construction and new opportunities for the community through access to skills and training etc
- Opportunity to connect young people and adults to training and job opportunities.
- LDO viewed positively due to its flexibility, which can quickly adjust to market forces and the expectation of national/ international investors.

- Investment in skills and education viewed as essential to growth and development in the region.

Concerns raised against the LDO:

- Broad brush nature of the proposals and lack of clarity
- Proximity and extent of developable area to existing properties
- Scale of proposals and impact on Puriton and Woolavington
- Inclusion and role of housing and impact on demands for services and facilities
- Concerns regarding the heights of proposed development
- Lack of transparency between previous plans and the LDO
- Impact of the proposals on climate change objectives
- Infrastructure demands and increase in traffic
- Biodiversity and landscape and visual impacts
- Uncertainty of the economic gains proposed and the benefits to the locality
- Drainage and flood risk concerns
- Over development concerns
- Reduced local influence on subsequent proposals
- Accessibility
- Development phasing
- Amenity issues arising from the proposals and their relationship with existing development.
- Length of consultation
- The non-carry over of previous Section 106 obligations

Overview of Consultee Comments Received

- 7.6.4 Nearly 150 consultees were consulted on the LDO proposals of which 33 responses were received. These are listed in full in the schedule of responses.
- 7.6.5 The purpose of the statutory consultation was to invite views and representations on the draft LDO and its documentation for consideration by the Council and to inform any modifications that may be necessary to address them. In summary, the proposed modifications made in response to the statutory consultation are set out in the table below:

Outcomes/Modifications from Statutory Consultation

NO.	MODIFICATION	NATURE OF MODIFICATION REQUIRED
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1	Commitment in the LDO to deliver the clean growth objectives	<p>An additional requirement to submit a sustainability checklist detailing how proposals seek to mitigate and adapt to the effects of climate change could be added, this would be consistent with requirements for major planning applications and ensure that objectives such as net-zero have been fully considered.</p> <p>Addition to the Application for Compliance Form – Compliance Submission Checklist.</p>
2	If a proposal involves the potential loss of a sports facility or the provision of a new sports facility	<p>In respect of the existing playing pitch (adult football), this should either be retained or relocated elsewhere within the site. Given that it is associated with the 37 Club the retention/relocation will be considered as part of the feasibility study for the relocation of this facility.</p> <p>An addition to the Mitigation Checklist to be made addressing the need for proposals to consider any impacts on the existing playing fields and the need for retention/relocation.</p>
3	Importance of considering crime and disorder at the planning stage	<p>The Design Guide is to be updated to provide appropriate reference to 'Secured by Design' as a design principle that must be adhered to as Compliance Applications are prepared and assessed.</p>
4	South West Heritage Trust request for conditions in relation to archaeology - further evaluation, appropriate mitigation, and analysis and publication of the results of investigations	<p>MC15 in the Mitigation Checklist requires that any future occupier meet the archaeological mitigation set out in the Written Scheme of Investigation (WSI).</p> <p>South West Heritage Trust recommendations to be reviewed against MC15 in the Mitigation Checklist and any drafting amendments to be made as necessary.</p>
5	The visual impact on the surrounding countryside and especially on the villages of Puriton and Woolavington	<p>Whilst the Design Guide includes a number of design principles linked to Strategic Landscape that must be complied with, an item will be added to the Mitigation Checklist to require a Landscape Strategy to be provided to assist the LPA assessment of compliance with the LDO and the Strategic Landscape Design Principles.</p>
6	Mitigation of the pressures on local healthcare provision	<p>Mitigation Checklist MC20 requires any Compliance Application for residential development to include details of wider infrastructure needs.</p> <p>MC20 will be updated to make sure local healthcare provision is clearly referenced.</p>

7	Steps must be taken to ensure that both Woolavington and Puriton Parish Councils are statutory consultees on all development proposals within the site	<p>Each Compliance Application will be required to submit a statement of community engagement in order to be considered 'valid'.</p> <p>Parish Councils will be notified by the LPA once a valid Compliance Application has been submitted.</p> <p>Updates will be made to the LDO and the Application for Compliance Form.</p>
8	National Highways recommend that conditions should be attached to any Local Development Order that may be granted	<p>The following minor modifications will be made to the Mitigation Checklist:</p> <ul style="list-style-type: none"> • Transport Assessment and modelling – to be added as drafted by National Highways • M5 Junction 23 – to be added as drafted by National Highways • Update to the Mitigation Checklist 6 regarding parking – to include the updated wording provided by National Highways • Update to the Mitigation Checklist 8 regarding bus services - to include the updated wording provided by National Highways • Gravity Transport Monitor and Manage Plan - to be added as drafted by National Highways • Drainage – wording proposed to be reviewed against MC13 and drafting amendments to be made as necessary • Landscaping – wording proposed to be reviewed against the item to be added to the Mitigation checklist as outlined in Modification No. 5 above • Construction and Environmental Management Plan - wording proposed to be reviewed against MC1 and drafting amendments to be made as necessary <p>The informative provided by National Highways will be added to the LDO document as necessary.</p>
9	Compliance Application requirements for waste and recycling	Items regarding waste and recycling are to be reviewed against MC2 in the Mitigation Checklist with any drafting amendments to be made as necessary.
10	Framework Travel Plan and previous contributions and commitments from the extant consent	This is dealt with by the completion of the final s.106 Agreement.
11	The Lead Local Flood Authority (LLFA) has recommended	LLFA recommendations regarding flood risk and drainage are to be reviewed against

	conditions and informative to be included as part of any approval for the LDO	MC12 and MC13 in the Mitigation Checklist with any drafting amendments to be made as appropriate (considered in conjunction with the request from the Environment Agency to update MC12 – see Modification No. 14 below).
12	Request for contributions in relation to the proposed 750 dwellings and the demand this could generate for additional educational facilities	This is dealt with by the completion of the final s.106 Agreement.
13	Flood Risk Assessment (FRA) to be amended	Minor typographic error in the FRA (Para 4.8.3) to be amended.
14	Mitigation checklist to be updated in relation to flood risk – MC12	MC12 to be updated to include reference details of flood risk mitigation including setting of Finished Floor and ground Levels. It should also be demonstrated through the compliance process that higher vulnerability uses (e.g. residential dwellings) are located in areas of the site at lowest flood risk, taking a sequential approach in accordance with ES 13.1 (Flood Risk Assessment) and national planning policy. Mitigation should be informed by the updated baseline modelling supporting the LDO. Update to MC12 in the Mitigation Checklist.
15	Request for additions to the Mitigation Checklist for the areas of the site which have not previously been subject to investigation, remediation, or verification	Request for Remediation strategy; Verification Report; and Reporting of Unexpected Contamination to be reviewed against MC19 in the Mitigation Checklist with any drafting amendments to be made as appropriate.
16	Dewatering during construction	Environmental Statement Chapter 13 states that dewatering is likely to be needed during construction. The Environment Agency has requested that an informative is added to the LDO to outline that construction dewatering now falls within the abstraction licensing regime and a license will be needed unless the operation meets certain criteria. The informative provided by the Environment Agency to be added to the LDO document as necessary.
17	Construction Environmental Management Plan (CEMP) to be amended to include specific reference to pollution prevention measures.	Framework Demolition and Construction Environmental Management Plan (FDCEMP) to be amended to include specific reference to pollution prevention measures concerning: the use of plant and machinery; wheel washing and vehicle wash-down and disposal of resultant dirty water; oils/chemicals and materials; the use and routing of heavy plant

		and vehicles; the location and form of work and storage areas and compound; the control and removal of spoil and wastes.
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7.6.6 In discussing the LDO with members of the public and the Parish Councils during statutory consultation, SDC have made further minor modifications as follows.

NO.	MODIFICATION	NATURE OF MODIFICATION REQUIRED	DOCUMENT TO BE UPDATED
18	Table of Permitted Uses in the LDO	Table of Permitted Uses in Section 2.4 of the LDO to be amended to remove reference to B2 Use under the 'Supporting Employment Uses' in order to be consistent with the Description of Development, the ES and associated Parameter Plans.	Change to the LDO.
19	Section 3.3 Section 106 Draft Heads of Terms.	This section of the LDO will have to be updated to reflect the outcome from the negotiation and completion of the s.106 Agreement and Locality Investment Plan.	Update to the LDO.
20	Concerns regarding impact of any retail use coming forward	As part of the Application for Compliance, a Compliance Statement is required (setting out the proposals and compliance with the LDO and Design Guide). Application for Compliance Form to be explicit that if any retail use is proposed – it should be supported by an impact assessment that meets the requirements of paragraph 90 the National Planning Policy Framework.	Addition to the Application for Compliance Form – Compliance Submission Checklist
21	Amendments as a result of engagement with Historic England	Information in relation to the matters raised in Historic England's response has been provided in the form of a Technical Note, which was agreed by Historic England on 18 February 2022. The following modifications have been made: <ul style="list-style-type: none">• Update to MC16 in the Mitigation Checklist.• Update to Design Principles in the Design Guide.• Requirement for a Heritage Impact Assessment as 'supporting information' for an	Addition to the Application for Compliance Form – Compliance Submission Checklist Updates to the Design Guide. Update to Mitigation Checklist

		Application for Compliance.	MC16.
22	Consistency and cross checking	Once the modifications above have been made, there will be a need to do a thorough review and cross check/formatting of all final documents to ensure consistency for the implementation stage.	Consistency check of all documents.

Full Council Meeting 22 December 2021

- 7.6.7 A report was prepared for Full Council in December 2021, which summarised the responses received to statutory consultation, detailed how these responses, as outlined above, would be taken into account. The recommendation for the LDO to proceed through to the formal adoption stage was approved unanimously.

7.7 Environmental Statement

- 7.7.1 The ES presents the findings of the EIA undertaken in accordance with the EIA Regulations. Running concurrently with the formulation of the Gravity LDO, the ES has sought to identify any likely significant environmental effects through the assessment of the development Parameter Plans. This has typically entailed, to ensure a robust approach, conservative assessment of the maximum development allowed within those parameters in accordance with the Rochdale envelope approach. This is not to say that the development will be implemented to these maximum parameters (the level of development could be lower as long as it is within the parameters) and therefore the ES is considered to represent a conservative assessment.
- 7.7.2 The EIA process then identifies appropriate design and construction measures and good practice both to mitigate, where possible, likely significant adverse environmental effects and to maximise the environmental opportunities that might arise as a consequence of the construction and operation of the proposed development.
- 7.7.3 The ES has also determined the residual significant beneficial and adverse environmental effects remaining after mitigation has been incorporated.
- 7.7.4 The ES comprises the following volumes:
- **Volume 1:** Main Report;
 - **Volume 2:** Appendices; and
 - **Non-Technical Summary.**

7.8 Planning Policy Context

- 7.8.1 The Gravity Site has a long contextual history. The Site was shut by BAE Systems in 2008, following sole occupation and operation as a manufacturing facility of national importance. SDC took the opportunity to ensure that the Site would deliver maximum benefit on its redevelopment, in accordance with an economic development led strategy to transform the local economy. This was necessary due to a number of industrial closures at the time, resulting in significant employment loss. Economic evaluation at the time, and indeed since, has illustrated the low value – low wage nature of the Sedgemoor economy and the employment reliance on sectors which are at risk in the future from decline and employment loss due to economic restructuring as well as advances in automation and robotics. It is

therefore vital to consider the Site as part of a wider local, regional and national policy and delivery context

7.9 National Planning Policy Framework

- 7.9.1 At a National Level planning policy is set out within the National Planning Policy Framework, revised in July 2021 (the Framework). The Framework explains that the purpose of the planning system is to contribute to the achievement of sustainable development.
- 7.9.2 The Framework states, at paragraph 81, that significant weight should be placed on the need to support economic growth and productivity, taking into account both local business needs and wider opportunities for development. This is particularly important where Britain can be a global leader in driving innovation, namely in the Grand Challenge areas set out within the Industrial Strategy (including artificial intelligence and big data; clean growth; future mobility), and in areas with high levels of productivity, which should be able to capitalise on their performance and potential.
- 7.9.3 At paragraph 83 the Framework also states that planning policies and decisions should recognise and address the specific locational requirements of different sectors. This includes making provision for clusters or networks of knowledge and data-driven, creative, or high technology industries, and for storage and distribution operations at a variety of scales and in suitably accessible locations.
- 7.9.4 It explains that these objectives should be delivered through the preparation and implementation of plans and the application of the policies in the Framework and that planning policies and decisions should play an active role in guiding development towards sustainable solutions.
- 7.9.5 Under the heading of 'tailoring planning controls to local circumstances' at paragraph 51, the Framework explains that LPAs are encouraged to use Local Development Orders to set the planning framework for particular areas or categories of development where the impacts would be acceptable, and in particular where this would promote economic, social or environmental gains for the area.

7.10 National Strategy

Build Back Better: Our Plan for Growth

- 7.10.1 The plan to build back better takes a transformational approach, tackling long-term problems to deliver growth that creates high-quality jobs across the UK. The plan states that we must retain our guiding focus on achieving the people's priorities: levelling up the whole of the UK, supporting our transition to net zero, and supporting our vision for Global Britain. Sedgemoor is itself identified as a Tier 1 priority area for levelling up.

COP26

- 7.10.2 In November 2021, the UK hosted the UN's annual climate change conference, COP26, in Glasgow, where the UK's leadership in tackling climate change, including in transport, was showcased on a global stage. The Government has committed that the UK will continue to work with all to increase climate action, build resilience and cut emissions.

Clean Growth Strategy

- 7.10.3 Sitting beneath the Build Back Better Plan are 4 Grand Challenges focused on the global trends which will transform our future, of which Clean Growth is one. Clean growth means growing our national income while cutting greenhouse gas emissions. Achieving clean

growth, while ensuring an affordable energy supply for businesses and consumers, is at the heart of the UK's Industrial Strategy.

- 7.10.4 The Gravity Vision and various associated Strategies, including the Clean and Inclusive Growth Strategy, are focused on addressing this Clean Growth Grand Challenge whilst delivering an exemplar project and template for future development to support the UK in addressing the core elements of the Strategy whilst delivering transformational growth and supporting levelling up objectives.

Decarbonising Transport: A Better Greener Future

- 7.10.5 "Decarbonising Transport: Setting the Challenge", published in March 2020, brought together existing work to reduce emissions across all forms of transport, and for the first time laid out the scale of the additional reductions needed to deliver transport's contribution to legally binding carbon budgets and delivering net zero by 2050. Sixteen months on, Decarbonising Transport sets out how the UK will deliver those emissions reductions and the associated benefits that will be realised from it across the UK.
- 7.10.6 The government has committed to stretching carbon reduction targets up to the end of the Sixth Carbon Budget in 2037 and by 2050. As the largest emitting sector, transport will need to make a sizeable contribution if these targets are to be met. The plan states that the Government will regularly review progress against targets, continue to adapt and take further action if needed to decarbonise transport. They will publish reports on progress and review the pathway at least every five years.

Planning for the Future White Paper

- 7.10.7 The Planning for the Future White Paper, published in August 2020 recognises that the planning system needs to be better at unlocking growth and opportunity in all parts of the country, at encouraging beautiful new places, at supporting the careful stewardship and rebirth of town and city centres, and at supporting the revitalisation of existing buildings as well as supporting new development. Part of the response to these challenges is to consolidate other existing routes to permission including simplified planning zones and enterprise zones to ensure efficiency in the delivery of important development, such as Gravity.

Levelling Up White Paper

- 7.10.8 The White Paper sets out a complete 'system change' of how government works that will be implemented to level up the UK.
- 7.10.9 At the heart of this new way of making and implementing policy are 12 bold, national missions - all quantifiable and to be achieved by 2030. These missions are the policy objectives for levelling up, and thus form the heart of the government's agenda for the 2020s.
- 7.10.10 These missions are cross-government, cross-society efforts. The first mission, for instance, will see pay, employment, and productivity grow everywhere, and the disparities between the top and worst performing areas narrow. This is the first time a government has placed narrowing spatial economic disparities at the heart of its agenda.
- 7.10.11 Of the 12 missions identified at least 9 are relevant to Gravity, including those relating to:
1. Jobs
 2. Research
 3. Transport
 4. Technology
 5. Education
 6. Skills

- 7. Health
- 8. Happiness
- 9. Local Pride.

7.11 Local Policy

Sedgemoor Local Plan 2019

- 7.11.1 The current Sedgemoor Local Plan was adopted in February 2019 and does not contain any specific allocation at the Site as it was considered to be a commitment, given the Extant Consent was granted at the Site. The Site is however still referenced positively within the Local Plan, in a number of places and many of the policies are directly relevant to the Site.
- 7.11.2 In particular Policy B1 supports and protects the transformational projects set out within the Bridgwater Vision with the Gravity Site specifically mentioned as one of those projects under the 'Local Projects' banner. Policy B16 identifies the transport projects which are required to support the delivery of the Local Plan objectives and priorities for Bridgwater. Included within the list of priority transport schemes is the Gravity Link Road and reinstatement of the rail head at Gravity.

Core Strategy

- 7.11.3 The Sedgemoor Core Strategy was adopted in September 2011 and, although now superseded by the new Local Plan and of limited weight in terms of the planning considerations of the Gravity LDO, included an allocation for an 'Energy Park' on the Gravity Site (Policy P1 Bridgwater), with priority given to industrial uses including renewable or low carbon energy generation and other energy-related or complementary uses, including green technologies, supply components and support services. This allocation was based upon assumptions made at the time regarding the opportunity the Site presented and identified approximately 90 hectares of developable employment land for a range and mix of employment uses.

Puriton Energy Park SPD

- 7.11.4 In order to provide greater detail on policies within the Core Strategy relating to the 'Energy Park', SDC adopted the Puriton Energy Park SPD in March 2012. The SPD provided a framework for assessing planning applications for the Site and focused on the main development objectives required to deliver the Energy Park. The SPD was informed by technical studies to gain an understanding of the Site constraints and opportunities.
- 7.11.5 The SPD has been used at the Gravity Site to date in order to inform the Strategic Design Code already approved for the Extant Consent at the Site under Condition 29 attached pursuant to that consent.
- 7.11.6 Notwithstanding this, since 2012, much has changed in terms of the national policy and political context, with a new Framework, a stronger focus on EZ delivery, Industrial Strategy and Clean Growth. The SPD has therefore been superseded in places but does provide some valuable input in terms of design principles.

7.12 Local Strategy

Bridgwater Vision

- 7.12.1 In 2009 SDC, working alongside a range of partners, published the first iteration of the Bridgwater Vision to develop a 'spatial' vision for Bridgwater. This first iteration of the Bridgwater Vision describes the Gravity Site as one of the key character areas to deliver that

Vision and one of the key transformational projects within the area, also reflected within the Local Plan.

- 7.12.2 In 2015 the Bridgwater Vision was refreshed to provide an update on the successes delivered over the intervening 6-year period. The Gravity Site continued to be identified as a priority, maintaining detail on SDC's ambitions for the Site. The refreshed Vision explained that the then owner, BAE Systems, was considering initial ideas for potential energy uses, but that the Site could also provide a unique opportunity to the support services and industries related to a new generation of nuclear investment, possibly to accommodate foreign direct investment to supply components.
- 7.12.3 Both iterations of the Bridgwater Vision were adopted as a material consideration in the planning process and the transformational / priority schemes identified within it (including Gravity) are directly referenced in the Local Plan as a result.

Other Relevant Local Strategy

- 7.12.4 **SDC's Corporate Strategy 2020 – 2021** identifies Growth & Infrastructure as one of the three priority themes to deliver all their corporate objectives. In particular, the priority to grow the economy of Sedgemoor will be achieved by ensuring the supply of employment land, encouraging businesses to locate to Sedgemoor and working to increase the skill level of the workforce.
- 7.12.5 **SDC's Economic Development Strategy 2020 – 2050** explains that by 2050 Sedgemoor will be a clean growth and energy link on the M5 "Innovation Highway" which connects an environmental, health and marine digital hub to the south and a high-tech transport, cybersecurity, health, and data-driven hub to the north. The Economic Development Strategy identifies the prominence of Gravity as the key project within the District and states that it offers further long-term opportunity for the transformation of Sedgemoor's economy.
- 7.12.6 **Somerset's Climate Emergency Strategy**, developed jointly by the five Somerset local authorities, sector experts and external partners, was formally adopted by all five Somerset Councils in November 2020. The aim of the strategy is to reduce carbon emissions in the county and make Somerset a county resilient to the effects of climate change. The Strategy describes many objectives which are aligned with Gravity and describes a number of benefits linked to delivering development in this way across economic, social, and environmental areas.

Appendix A Gravity LDO Full Document List

Full Document List

LDO Document
<ul style="list-style-type: none"> • Statement of Reasons • Red Line Plan • Schedule of Uses Permitted • Confirmation of Statutory Consultation • LDO Conditions • Gravity LDO Documentation List (<i>this list</i>)
Application for Compliance Form
<ul style="list-style-type: none"> • Parameter Plans Compliance Statements • Land Use and Limitations Confirmation • Compliance Submission Checklist • Mitigation Checklist • Design Principles Checklist • LDO Conditions Checklist • S106 Obligations Checklist
Design Guide
<ul style="list-style-type: none"> • Design Principles
Environmental Statement - Chapters
<ul style="list-style-type: none"> • Chapter 1 Introduction • Chapter 2 Site Description • Chapter 3 The Proposed Development • Chapter 4 Demolition Construction and Site Management • Chapter 5 Assessment Methods • Chapter 6 Planning Policy Context • Chapter 7 Economics • Chapter 8 Health Social and Wellbeing • Chapter 9 Transport and Access • Chapter 10 Noise and Vibration • Chapter 11 Air Quality • Chapter 12 Biodiversity • Chapter 13 Water Environment • Chapter 14 Landscape and Visual • Chapter 15 Climate Change • Chapter 16 Cultural Heritage • Chapter 17 Impact Interactions • Chapter 18 Schedule of Mitigation and Monitoring

Environmental Statement - Appendices	
<ul style="list-style-type: none"> • Chapter 1-3: Site Context Appendices • Parameter Plans • EIA Scoping Report and Appendices • EIA Scoping Opinion • Flood Risk Assessment • Surface Water Drainage Strategy • Landscape and Visual Impact Assessment appendices: LCAs, Photo viewpoints, photomontages, Impact tables. • Lighting Impact Assessment (inc. Lighting Strategy) • Arboricultural Survey & Arboricultural Impact Assessment • Transport Assessment • Habitat Survey Report • Bat Activity Survey Report • Bat Roost Survey Report • Badger Survey Report • Bird Survey Report • Great Crested Newt Survey Report • Reptile Survey Report • Water Vole Survey Report • Invertebrate Survey Report 	
<ul style="list-style-type: none"> • SSSI unit condition summary • Biodiversity Impact Assessment Calculations • Shadow Habitats Regulations Assessment & Apps • Framework Demolition Construction Environmental Management Plan • Framework Travel Plan • Nutrient Neutrality Statement • Archaeology Baseline Report and planning policy summary • Historic Environment Desk-based Assessment (DBA) • Geophysical survey undertaken Outside ROF fence • Operational Waste Management Strategy • Site Waste Management Plan • Local Labour Market Study • Housing Market Study Area • Community Infrastructure Note • Climate Change Policy, Figures and Data • Acoustic Terms, Figures, Instrumentation, Data and Sound Levels • Air Quality Guidance, Dust Guidance, Model detail and Human Health and Ecological Receptor Detail • ES Non-technical summary (NTS) 	
S106 Agreement	
<ul style="list-style-type: none"> • S106 Agreement 	
Other Documents	
<ul style="list-style-type: none"> • Phase 1 Contaminated Land Assessment • Utilities Report • Energy Strategy • Gravity Skills Charter • Gravity Business Charter 	
<ul style="list-style-type: none"> • Clean and Inclusive Growth Strategy • Environmental and Social Governance Policy • Heritage Technical Note (Document Ref: 218374.02, February 2022) 	

v.4 08/02/22

Appendix B – Gravity LDO Application for Compliance Form

APPLICATION FOR COMPLIANCE FORM

GRAVITY LOCAL DEVELOPMENT

ORDER

To benefit from the Gravity Local Development Order (LDO)(adopted XX February 2022) applicants must demonstrate that proposals are in compliance with the specifications set out within the adopted LDO documents. This LDO is split into two parts which should be read in conjunction with this form:

- The **Local Development Order** document which provides the legal conditions for the implementation of LDO development; and
- The **Design Guide** document which sets the acceptable parameters and requirements for development and incorporates key Design Principles for Compliance.

This form is a checklist tool which allows both the prospective applicant and the Local Planning Authority (LPA) to assess whether a proposal is compliant with the specifications of the LDO. The content of the submission and assessment undertaken will be reasonable and proportionate to the scale and complexity of the proposal. This form includes signposting to key elements within the LDO documents for applicants to cross reference when completing their submissions.

In all circumstances it is recommended that compliance submissions should be co-designed collaboratively with the LPA from the outset. This will ensure submissions deliver outcomes aligned to the vision and objectives of the LDO and that the submission can be dealt with quickly and efficiently by the LPA when formally received.

Application Detail

Please insert your personal details in the boxes below. If you are being represented by a third party or agent, their details may also be inputted, and they will be the delegated primary contact for future correspondence.

<i>Applicant's Name and Address</i>		<i>Agent's Name and Address</i>	
<i>Applicant's Telephone Number</i>		<i>Agent's Telephone Number</i>	
<i>Applicant's Email</i>		<i>Agent's Email</i>	

Compliance Check

This initial compliance check confirms whether your proposal is eligible for further consideration. It is important to note that your proposal cannot be compliant with the LDO if it fails these basic parameters.

Description of the proposal
Relevant part of the site – Site address or grid reference

Confirm Compliance with Parameters

The proposals must align with the Parameters which are presented in the Environmental Statement(Chapter 3.1) and replicated in the Design Guide.

Parameter Plan	Compliance Question	Applicant Compliance Response	LPA Compliance Confirmation Yes / No
Existing Buildings to be Demolished	Does the proposal include any existing buildings to be demolished?		
Building Heights	Do the proposals fit within the heights set out?		
Infrastructure and Utilities	Does the proposal set out infrastructure requirements?		
Land Uses	Does the proposal fit with the Land Uses and broad location of these uses set out in the Land Use Parameter Plan?		
Strategic Landscape	Does the proposal include strategic landscaping?		
Transport and Movement Micro mobility	Does the proposal include accessibility and micro mobility details?		
Transport and Movement Strategic Infrastructure	Does the proposal include strategic transport and movement infrastructure?		

Confirm Compliance with Use Classes and Limitations

Please complete the final column in the table below to provide details of the proposals set against the LDO parameters set out in the LDO (and replicated in the Design Guide).

Use Class	Definition	Limitations	Indicative Use Relating to Gravity	This Proposal
Advanced Manufacturing				
B2 / B8 / E(a – g) / Sui Generis	General Industrial Use	Total GEA of up to 1,000,000m2	Advanced manufacturing (AM)	
Supporting Employment Uses				
B8	Storage or Distribution	Total GEA of up to 65,000m2	Data Centre / AM Supply Chain	
E (a) to (g)	Commercial, Business and Service		Research and development	
Sui Generis	Uses which do not fall within the specified use classes above.		EV charging station	
Supporting Uses				
C1	Hotels, boarding and guest houses where no significant element of care is provided	Total GEA of up to 35,000m2	On site hotel. Temporary workforce accommodation for contractors*	
C2	Residential Institutions		Campus training centre.	
E (a) to (g)	Commercial, Business and Service		Day nursery, sport and leisure indoor facilities, gym, retail, café, health centre.	
F	Local Community and Learning.		Community building - replacement 37 Club.	
Dwelling Houses				

C3	Dwelling houses	Up to 750 dwellings	Homes to meet commercial operator requirements.	
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Compliance Submission Checklist

The submission checklist allows you to check and confirm you are submitting the correct documents for your compliance application to be considered valid.

Have you included the following information within your application?

Plans	Provided (tick)	Reference (please insert)
Proposed Site Plan (1:200)		
Proposed Building Plan (1:50/ 1:100)		
Proposed Elevations and Roofscape (1:50/ 1:100)		
Landscaping Plans and External Details Plan		
Layout of access for pedestrian, cycle, vehicular and other modes of transport		
Surface Water and Foul Drainage Plan		
Proposed Materials		
Supporting Information	Provided (tick)	Reference (please insert)
Compliance Statement (setting out the proposals and compliance with the LDO and Design Guide)		
If any B8 Uses Proposed – Supporting Statement to detail the requirements including transport impact (scope to be agreed with the LPA)		
If any C3 Dwelling Houses Proposed – Supporting Statement setting out occupier requirements including type and tenure and management of properties in perpetuity (scope to be agreed with the LPA)		
Occupier Environmental and Social Governance Policy		
If any retail use proposed exceeds 2,500m ² gross floor space they must be supported by an impact assessment that meets the requirements of paragraph 90 the National Planning Policy Framework		
Sustainability Checklist – Setting out project sustainability characteristics considering, for example, energy provision, water management, building fabric etc.		
Landscape Strategy – Setting out approach to proposal specific or site wide landscape delivery and ongoing management and maintenance.		
Statement of Community Engagement – Confirming any engagement with Parish Councils (Puriton & Woolavington) and any other community groups or stakeholders.		
Heritage Impact Assessment – Linked to relevant heritage related Mitigation Checklist Item below.		

Mitigation Checklist

The Mitigation Checklist in the table below is derived from mitigation identified within the Gravity LDO Environmental Statement and responses received during the statutory consultation. Compliance Applications must confirm:

- each item of mitigation has been considered in preparing the application;
- (where applicable) by when each item of mitigation proposed will be provided and at what point such mitigation will cease to be necessary or to be provided; and
- how, for each item of mitigation proposed, it is intended that such item will be delivered.

Item	Mitigation Requirement	Reference	Proposed Mitigation (developer to demonstrate how proposed mitigation meets the requirements)	Proposed Trigger Point for Mitigation (commencement / occupation / other)
Demolition and Construction				
MC1	Each Compliance Application must include a Demolition and Construction Environmental Management (DCEMP) to meet the requirements of the Framework Demolition and Construction Environmental Management Plan (FDCEMP).	ES Appendix 4.1: FDCEMP		
MC2	Each Compliance Application must demonstrate how it complies with the Site Waste Management Plan (SWMP) during demolition and construction.	ES Appendix 3.3: Site Waste Management Plan.		
Operation				
MC3	Each Compliance Application must be supported by a statement setting out proposed shift patterns, to include provision of flexible working patterns linked to employment and skills planning.	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		
MC4	Any Compliance Application where supporting uses (e.g., retail, leisure, health) are proposed must set out details of proposed access to those uses in line with existing arrangements.	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		
MC5	Each Compliance Application must be supported by details of on-site pedestrian and cycle links and facilities, Micro Mobility connections, mobility hubs and vehicle share	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		

	schemes.			
MC6	Each Compliance Application submitted shall include a Car Parking Management Note detailing parking arrangements, type of parking (e.g., car share, disabled access, EV charging and visitor provision) location of parking, access to parking and any potential parking charges for use of parking on Site. This Note, linked to the Framework Travel Plan and occupier specific Travel Plans, must set out how the application submitted will support use of sustainable modes and Travel Plan initiatives and measures, reduce reliance on the private car and detail the overall quantum of parking proposed.	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		
MC7	Each Compliance Application must include the preparation and implementation of an occupier specific Travel Plan, building upon the site wide Framework Travel Plan, with a monitoring regime to achieve preliminary modal shift targets and supporting mechanisms for securing additional sustainable transport measures.	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		
MC8	Each Compliance Application submitted shall detail the need, if any, of bus service(s) (dedicated or enhancements to existing) to the Site to be supported through the Locality Investment Plan process, incorporating enhanced main A38 corridor bus services and/or dedicated Demand Responsive Transit (DRT) minibus / e-bus services for employees to align with shift patterns. The Compliance Form shall set out the proposed management and provision of bus services to the Site and bus routing shall be considered to maximise potential revenue from other users in order to support service viability which may include operating slightly different routes at various times of day.	ES Appendix 9.1: Transport Assessment		

MC9	Each Compliance Application must consider the need to support delivery of SCC/SDC led off-site pedestrian/cycle improvements deliverable within SCC, National Highways (NH) and/or SDC land improving access to/from the Gravity site to Bridgwater Town Centre and/or Bridgwater Train Station.	ES Appendix 9.1: Transport Assessment		
MC10	Each Compliance Application must consider the need to support delivery of SCC/SDC led off-site highway capacity and/or safety improvements deliverable within SCC, NH and/or SDC land improving access to/from the Gravity site and commensurate with the scale of peak period development impacts.	ES Appendix 9.1: Transport Assessment		
MC 11	Each Compliance Application submitted must be supported by an appropriate transport statement or assessment and, where necessary as identified in the transport assessment, transport modelling utilising day long flow profiles to develop peak and interpeak models agreed with the Local Highway Authority and Strategic Highway Authority to assess alignment with the LDO Transport Assessment. The transport assessments submitted in support of Compliance Applications must include full details of proposed shift patterns and where necessary operational assessment of the impacts at Junction 23 of the M5 and on the A39 between the Site and Junction 23 using the agreed model(s) at agreed peak and off-peak times.	ES Appendix 9.1: Transport Assessment National Highways Consultation Response		

<p>MC 12</p>	<p>Where transport modelling has been required, the cumulative residual impacts of one or more Compliance Application will be tested, and if this is shown to exceed the safe operating capacity of M5 junction 23 and exceed the Gravity Smart Campus pcu traffic level of:</p> <ul style="list-style-type: none"> • AM Peak: 925 trips 2-way subject to a maximum of 575 trips in main direction of travel Eastbound (arrivals). • PM Peak: 750 trips 2-way subject to a maximum of 550 trips in main direction of travel Westbound (departures). • Other Peaks: 925 trips 2-way subject to a maximum of 575 trips in main direction of travel (arrivals or departures) <p>a scheme to accommodate the number of trips generated they shall be progressed through the S106 governance for the TIMG and EZ Board if the transport modelling identifies this is necessary. A scheme will need to be delivered through the use of retained business rates and the Locality Investment Plan process for funding to provide additional highway capacity to at least mitigate the additional impacts of the Gravity development, should the transport modelling identify a scheme at M5 junction 23 is required. At present the pcu traffic level is not known, therefore a scheme shall be identified, and agreed by the TIMG and EZ Board, and shall be complete prior to an agreed Gravity pcu traffic level which is currently unknown, and this shall be agreed and monitored as part of the Gravity Monitor and Manage approach to transport.</p>	<p>ES Appendix 9.1: Transport Assessment</p> <p>National Highways Consultation Response</p>		
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MC13	An Ecological Mitigation and Management Strategy (EMMS) must be prepared for the Site prior to the approval of the first Compliance Application. The EMMS must include consideration of the maintenance / management measures associated with onsite ecological networks and features that are to be retained, enhanced and created within the Proposed Development.	ES Appendices 12.1 – 12.9: Ecology Baseline Reports		
MC14	Each Compliance Application must confirm (in accordance with the NPPF) that all built development is located in a compatible flood zone (as defined by the site-specific flood modelling) defined by flood risk vulnerability and include setting of finished floor and ground levels.	ES Appendix 13.1: Flood Risk Assessment EA/LLFA Consultation Responses		
MC15	Each Compliance Application must confirm that it meets the requirements of the Surface Water Drainage Strategy to control outflows to receiving systems and manage surface water sustainably within the Site and manage offsite 'exceedance' flows, as appropriate, in agreement with the LLFA (Lead Local Flood Authority) and LPA.	ES Appendix 13.2: Surface Water Drainage Strategy National Highways Consultation Response		
MC16	An Environmental Colour Assessment (ECA) must be undertaken in consideration of the whole Site in accordance with Landscape Institute Guidance Note: Environmental Colour Assessment 04/18 by the first occupier. Each subsequent Compliance Application must reference and consider the original ECA.	ES Chapter 14: Landscape and Visual		

MC17	<p>Each Compliance Application must consider archaeological mitigation set out within the Written Scheme of Investigation (WSI) and confirm how the requirements have been satisfied or will be satisfied in the context of the proposal.</p> <p>Any further work / mitigation required by the WSI shall be set out within the compliance application, including how any post-excavation analysis, results reporting, and archiving will be secured.</p>	<p>ES Chapter 16: Cultural Heritage Appendix 16.1: Geophysical Survey</p> <p>Written Scheme of Investigation</p> <p>South West Heritage Trust Consultation Response</p>		
MC18	<p>Each compliance application must consider impacts upon the significance of designated heritage assets based on a change in their setting by way of a proportionate assessment which identifies the level of harm in accordance with the NPPF. This should include an assessment of the following designated heritage assets and in particular, views to and from the asset and their landscape setting, itemised as follows:</p> <p>Item 1) views to and from the asset, including the Grade I listed Church of St Michael and All Angels (NHLE 1344664), Grade I listed Church of St Mary (NHLE 1060144) and Grade II listed Manor Farmhouse (NHLE 1060137).</p> <p>Item 2) landscape settings, including from Brent Knoll Scheduled Monument (NHLE 1008248) and from Glastonbury Tor Scheduled Monument and Grade I Listed Building (NHLE 1019390, 1345475).</p> <p>Any mitigation should seek to ensure there is no or minimal conflict between the heritage asset's conservation or any aspect of the proposal. Proposed mitigation should be set out in the form of design</p>	<p>ES Chapter 16: Cultural Heritage ES Appendix 3.1a: Land Use Parameter Plan</p> <p>Historic England Consultation Response</p> <p>Heritage Technical Note</p>		

	measures to accommodate the built structures in a way that will positively respond to the setting of the designated heritage assets.			
MC19	Each Compliance Application must demonstrate how it complies with the Operational Waste Management Strategy (OWMS) during operation.	ES Appendix 3.2 Operational Waste Management Strategy.		
MC20	Where publicly accessible facilities are proposed, the management procedures for those facilities should be specified to ensure that facilities are maintained appropriately.	ES Health, Social and Wellbeing Chapter		
MC21	Where a compliance application involves the loss of sports facilities, consideration shall be given to the relocation or retention of that provision on or off site.	Sport England Consultation Response		
MC22	If, during development of any approved compliance scheme, contamination not previously identified is found to be present a remediation strategy detailing how this contamination will be dealt shall be submitted to and approved in writing by the Local Planning Authority prior to further works taking place (unless agreed in writing with the LPA). The remediation strategy shall be implemented as approved.	EA Consultation Response		
C3 Dwelling Houses				
MC23	Any Compliance Application which includes Dwelling Houses must include a report setting out how the recommendations outlined in the Phase 1 Land Condition Report (including further assessment and agreeing building radon protection with Building Control) will be implemented.	Phase 1 Land Condition Report		

MC24	Any Compliance Application which includes Dwelling Houses must include details of the provision of play space, open space, physical recreation, and local food growing and any impacts upon, and mitigation to, local healthcare and education provision in accordance with locally adopted standards.	ES Health, Social and Wellbeing Chapter SCC Consultation Response		
MC25	Any Compliance Application which includes Dwelling Houses must comply with Building Regulations (M4), wheelchair accessibility and energy efficiency standards.	ES Health, Social and Wellbeing Chapter		
MC26	Any Compliance Application which includes Dwelling Houses must include a Noise Strategy that seeks to deliver the optimum acoustic outcome for the Site, in accordance with locally adopted standards.	ES Chapter 10: Noise and Vibration		

Design Principles

The Design Principles are set out in the Design Guide. The proposals must identify how these principles and the further considerations have been met. Set out the response to each Design Principle in the table below.

Parameter	Design Principle Reference from the Design Guide	Applicant Response
Land Use	LU1 – Locate the largest scale uses to the northern and central parts of the site.	
	LU2 – Locate the smaller scale and lower uses in the southern part of the site.	
	LU3 – Make efficient use of land.	
	LU4 – Locate plant, storage yards and servicing out of sight from the main entrances, streets, spaces, and amenity areas.	
	LU5 – Plan the layout of the site to put people first creating a campus to attract and retain a workforce.	
	LU6 – Ensure uses at the south-west and south-east corners of the site create a positive relationship with Woolavington and Puriton.	
Transport – Strategic Infrastructure	ST1 – Manage HGV's to operate safely with pedestrians, cyclists, and micro mobility.	
	ST2 – Prioritise pedestrian / cycle / micro mobility users.	

	ST3 – Adopt a strategic approach to parking provision.	
	ST4 – Provide accessible mobility hubs.	
	ST5 – Accommodate high levels of public transport provision.	
Transport – Micro Mobility	TM1 – Micro mobility should be designed as an integral part of site layout.	
	TM2 – Streets must be designed for everyone.	
	TM3 – Design to create safe micro mobility routes and connections.	
Building Heights	BH1 – Locate taller buildings towards the middle and northern part of the site.	
	BH2 – Design to mitigate, where possible, the landscape, visual and heritage impacts identified in the ES and supporting documentation.	
	BH3 – Use building heights to increase the legibility of the development.	
	BH4 – Locate lowest buildings along Woolavington Road and adjacent to Puriton / Woolavington.	
	BH5 – An innovative approach to design and materials which considers the landscape, visual and heritage impact of the building(s).	
Strategic Landscape	SL1 – Create a strong strategic landscape mitigation at the edges of the site to mitigate, landscape visual and heritage impacts identified in the ES and supporting documentation.	
	SL2 – Create edges to Puriton, Woolavington and Woolavington Road that integrate the Smart Campus with its surrounding community through the use of planting and open space provision.	
	SL3 – Ensure that internal streets and spaces have a landscape structure which makes them attractive to occupiers and their workforce.	
	SL4 – Consider opportunities to integrate the biodiversity potential of the site with its operational requirements.	
	SL5 – Ensure drainage features and waterbodies are integrated into the Smart Campus.	
	SL6 – Recognise key arrival points within the site and areas where routes come together as “placemaking nodes”.	
Infrastructure and Utilities	IU1 – Leverage the value of national infrastructure.	
	IU2 – Infrastructure and utilities designed to support the clean growth and smart campus vision for the site.	
	IU3 – Integration of Multi-Use Service Trenches within streets.	

LDO Conditions

The following Conditions set out within the LDO need to be satisfied. Please provide details in the table below.

Condition	Item	Applicant Response
Condition 1	<p>The LDO and the terms within it will be active for a period of 15 years following the day of its adoption and will expire following this period. The Local Planning Authority (LPA) will review progress with the LDO on the 5th anniversary of its adoption to be able to fully reflect on the continued suitability of the LDO in the light of any changes to planning policy. The review will be completed with 28 days of the 5th anniversary and at the end of the review the LPA will determine whether to:</p> <p>a) Retain the LDO as it stands for the remaining 10 years of its life; b) Retain but revise some elements; or c) Revoke and cancel the LDO</p> <p>Development which has commenced under the provisions of the LDO can be completed in the event that the LDO is revoked or revised or expires. This is subject to the LPA's confirmation of compliance issued under the Pre-Development process.</p>	N/A
Condition 2	No development shall commence in relation to a particular part of the site until an Application for Compliance Form for that part of the site has been completed, submitted to and approved by the LPA.	
Condition 3	The development permitted by this Order shall not be carried out other than in complete accordance with the criteria and conditions set out within this LDO and the accompanying Design Guide, with the exception of material amendments submitted to and approved in writing by the LPA.	
Condition 4	No development shall commence on any part of the site until a Notice of Compliance for that part of the site has been issued by the LPA.	N/A
Condition 5	Development shall be carried out in accordance with the information provided and to which the Notice of Compliance has been granted, and to any additional conditions imposed by the LPA forming part of the Notice of Compliance.	
Condition 6	Not less than 14 days prior to the commencement of development on that part of the site an LDO Commencement Notice shall be submitted to the LPA.	

Section 106 Agreement

Planning Obligations set out within the Gravity LDO Section 106 Agreement must be satisfied by the developer as part of the compliance process. Details of compliance with the Section 106 Agreement will need to be submitted in support of your application.

Fees and Submission

Please submit your application electronically to
development.management@sedgemoor.gov.uk

All applications are charged at an equivalent of 50% discounted from the outline fee levels as set out in the national planning fee regulations. This equates to the following charges for compliance applications under the Gravity LDO:

- Less than 2.5ha – £231 for each 0.1ha
- More than 2.5 hectares £5,716 +£69 for each additional 0.1 hectare
- Maximum fee £150,000

Confirmation

The information I have given in this form and accompanying plans is correct and complete to the best my knowledge and belief.	
Name:	Position (agent/applicant):
Signature:	Date:
LPA Confirmation of Compliance	
Name:	Position
Signature:	Date:

Post Submission Information and Amendments

Upon receipt of this form, accompanying material and the correct payment your application documents will be duly considered within the prescribed 4 - 8-week determination period. Following this period, you will be issued a Certificate of Compliance if your application is determined to be compliant with the parameters of the LDO. Otherwise, you will receive written advice on how to proceed. If you wish to make minor amendments to your proposal, either during the determination period for your compliance application, or following a successful compliance application, please resubmit all of your documents including a re-completed copy of this form with a cover note explaining the extent of such alterations; including clear direction to where such changes are demonstrated within your submission. A fee will not be charged for amendments on such applications; however, this may affect the length of the determination period.



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**APPENDIX C -
SKILLS CHARTER AND BUSINESS CHARTER**



Gravity

Smart Campus

Skills Charter
Consultation Draft

Fast-track to the future, naturally

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TA7 8AD

1.0 Introduction	3
2.0 Ambition and Vision	4
3.0 The Charter	6

Version:	A
Versiondate:	01/10/2021
Comment	DRAFT

1.0 Introduction

Building upon existing obligations approved through the extant planning consent (42/13/00010) at Gravity, this Skills Charter sets out the commitment to continue the focus on clean and inclusive growth. Sedgemoor District Council (the Council) and This is Gravity Ltd (the Owner) have agreed a Framework Local Labour Agreement.

This Skills Charter translates that agreement into the Gravity LDO. It relates to skills and training commitments throughout the construction and operational phases of Gravity through the delivery of the LDO, covering the entire site.

Workforce development and talent acquisition is a fundamental part of the proposition to attract international investment into the UK and to the South West, creating high value, permanent jobs.

Our Mission is to create decent work and inclusive economic growth, in conjunction with climate action, whilst contributing to the United Nations Sustainable Development Goal's (UN SDG's).

Our journey is to nurture low carbon innovation, processes, and systems, to enable our future occupiers and communities to share our aspirations.

The Gravity project will establish a smart campus that delivers a new era of possibility for social inclusion, and economic transformation and will work to optimise the use of local labour, champion new opportunities for training and skills through schools and help facilitate a pipeline of talent to link communities to Gravity. The public consultation responses convey that job opportunities are key priorities for communities and their families.

Gravity



2.0 Ambition and Vision

At project initiation the preparation of a workforce development strategy for each occupier will scope the approach to talent acquisition, training and recruitment to enable preparations to commence.

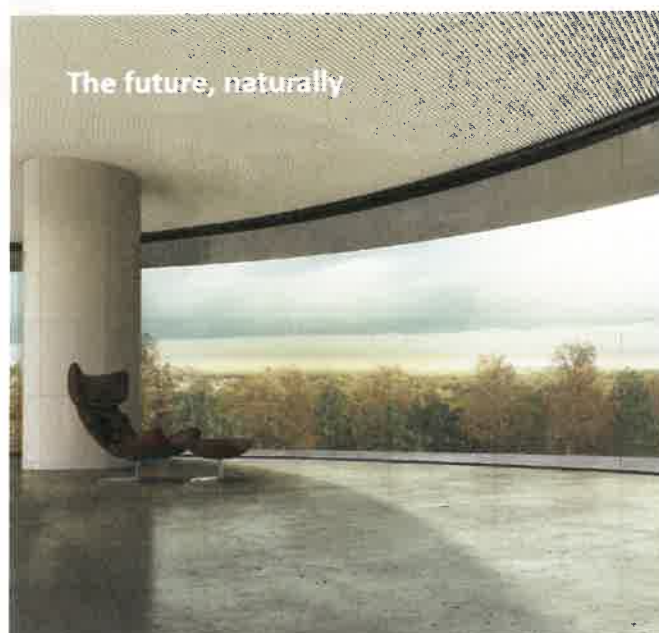
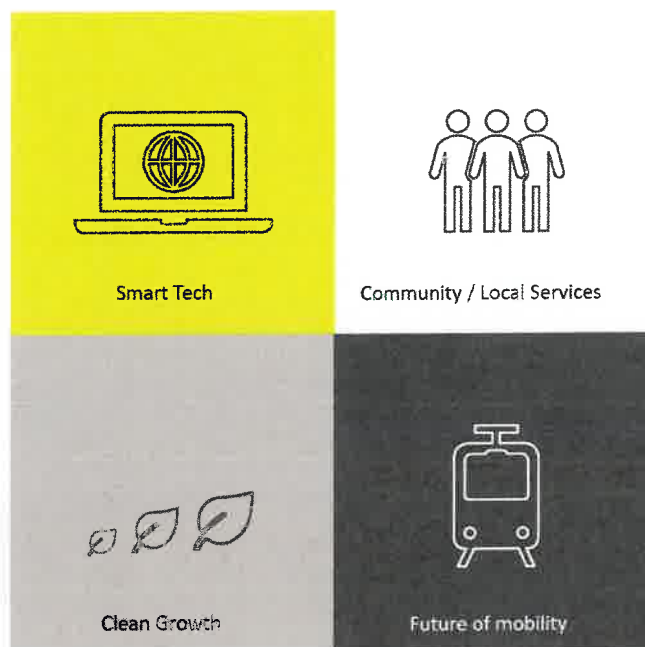
Given the extensive nature of this site, individual Employment and Skills Plans (ESPs) will be developed for each occupier, site, or parcel, as appropriate, in addition to this Skills Charter. The shared overriding objectives are to (a) meet occupier needs and provide strategic linkages into local schools to raise ambition of young people, (b) provide strategic linkages into Bridgwater and Taunton College (BTC) and the wider training and academic network, to ensure support and training for the new workforce, and (c) to provide an interface with the local community and businesses to ensure accessibility to new opportunities to enhance skills and training.

BTC will have a direct interface through this Skills Charter and subsequent ESPs, to closely align students to work experience, placements, and apprenticeships, geared to creating additional social value for the host community. BTC will work closely with the Owner and the occupiers to focus on individuals and improving life chances and wellbeing. BTC will also work to lead and shape a package of training and workforce development linked to wider universities and institutes of technology to meet occupier needs.

Opportunities will be created to engage with other partners to add value and improve outcomes for local communities such as Bounce Forward, MOBIE or individual businesses through their own environmental and social governance policies and practices. The Bounce Forward and MOBIE partnership initiatives in place to provide STEM training through innovative design competitions in schools are examples of how This is Gravity is committed to add social value and improve outcomes for local communities.

Collaborative management of transformational developments such as Gravity will help shape the local labour force to meet industry and market requirements to the benefit of Gravity and its occupiers, raise ambitions and aspirations and help residents to understand the training opportunities available to them at Gravity.

It is especially important in the locality to provide sustained employment beyond the Hinkley Point C (HPC) construction project, which relies on temporary roles, to provide new and skills and training opportunities as a lasting legacy to underpin local wellbeing and quality of life.



3.0 The Charter

A Clean and Inclusive Growth Mission

This Skills Charter is intended to set out the high-level principles and objectives for Gravity, from which parcel / occupier specific Employment and Skills Plans will be developed to deliver benefits to the local community, Gravity, and its occupiers.

Construction Industry Training Board (CITB) Criteria

Since the Development is considered large scale, it falls under CITB criteria, as follows.

The Owner (This is Gravity Ltd) shall in connection with the Principal Contractor involved in the construction of each phase / parcel / occupier (as appropriate) of the Development:

- Submit an Employment and Skills Plan (ESP) based upon the example set out in Appendix A to this Agreement, and in accordance with the Gravity ESP Method Statement at Appendix B, to the Council for its written approval before the commencement of the Development of the respective phase / parcel / occupier on site, such approval to include the date by which the ESP is to be implemented by the Principal Contractor.
- Comply with and implement the approved ESP and Gravity ESP Method Statement and provide the Council with information as required to demonstrate its compliance with the ESP and Gravity ESP Method Statement.
- The Council covenants with the Owner that within 10 days of the submission by the Owner of the parcel / phase / occupier specific ESP the Council shall either approve the ESP in writing or suggest reasonable amendments thereto in writing save that if at the end of the 10-day period the Council has not approved the ESP or provided comments in writing suggesting appropriate amendments to the ESP failure to comment in writing shall be taken as approval of the ESP.
- The Council and the Owner works closely with BTC to review and input into ESPs to ensure the ongoing priority of skills enhancement and integration into the community to optimise 'inclusion', as a high priority outcome from the Gravity EZ.
- The Council shall provide to the Owner information it has available to enable the Owner to comply with and implement the ESP.
- Any and all costs relating to compliance with, and implementation of the ESP by the Owner are included in the relevant pricing document.
- Where any variation to the Development has the effect of substantially increasing or decreasing the relevant pricing document, the Owner may propose corresponding and proportionate amendment to the employment and skills output figures contained in the ESP. The Council shall consider any such proposal made by the Owner and shall seek to agree any amendments with the Owner.

Owner Commitments in Relation to Operation of the Proposed Development

The Owner shall in connection with the operation of the Development and its contractors use reasonable endeavors to:

- Ensure that employment opportunities are generated through construction and into the operational phases for Local People.
- Work with BTC to align education and training to Gravity tenants and contractors as a key marketing initiative to attract high value businesses and support their workforce needs.

Work with occupiers and appropriate partners to deliver a targeted recruitment and training campaign linked directly to the operational jobs within the Development to prepare the local labour market and match suitable candidates to job specifications including:

- To work with local and regional academic partners on workforce development and creating a pipeline of new talent into the development.
- A strategic workforce development strategy setting out numbers, phasing, job roles and shift patterns will be required to be submitted, in addition to the more detailed ESPs.
- To inspire students at school into careers in future sectors relating to clean growth, climate change, advanced engineering, digital etc.
- To recruit apprentices, provide work experience placements for those unemployed and work experienced placements for those aged 14-18 years in education associated with the operation of the Development.
- Guaranteed job interviews for local unemployed residents who have undertaken specific pre-employment training related to the development.
- All new vacancies to be advertised in local newspapers such as the Bridgwater Mercury and on the Universal Jobmatch online service.
- The Owner shall issue a written statement to its prospective operator / occupiers associated with the operation of the Development. This will state that any company invited by the Owner shall be given clear written details of the obligation to use all reasonable endeavors to abide by the sites Skills Charter obligations.
- The Owner will work with occupiers and the locality, to welcome and integrate the workforce from the locality and potentially overseas, to ensure cohesion as a well as a healthy and productive workforce.

Owner Commitments in Relation to Construction of the Proposed Development

- The Owner shall issue a written statement to its prospective contractors and sub-contractors at the stage of tendering for work and contracts associated with the construction of the Development. This will state that any company invited by the Owner shall be given clear written details of the obligation to use all reasonable endeavors to abide by the site's Skills Charter, and subsequently that company must include a similar term within its contracts.
- The owner will identify any temporary workforce needs during construction and identify a workforce plan for talent acquisition.

Defining Local

A local person or business is defined here as a person resident within Sedgemoor District Council's geographical boundaries (the local area) at the time of their initial application for employment in relation to the Development.

Local procurement is defined as the procurement of goods or services from a company or company branch located within the local Sedgemoor area.

Sedgemoor District Council's geographical boundaries cover the towns of Bridgwater, Burnham on Sea, Cheddar, Highbridge and surrounding rural area. As a rough guide, most postcodes beginning as follows are likely to be for properties located within Sedgemoor: TA5, 6, 7, 8 & 9, and BS25, 26, 27 & 28.



Welcoming New Communities

A project of this scale with a focus on international business will generate new business into the UK and therefore may generate a head office management and training team in early years to set up and implement the project.

Investment in Skills and Training

Candidate schemes and initiatives for workforce development will be listed in the Locality Investment Plan which will consider priorities to align with business needs.

Marketing and Public Relations

Where positive evidence arises of relevance to this Skills Charter, the Council will be happy to work with This is Gravity Ltd and occupiers on media releases and community updates to communicate progress and celebrate success.

Equal Opportunities

This is Gravity Ltd will offer equal opportunity to all, regardless of race, colour, nationality, ethnic origin, sex (including gender reassignment), marriage, disability or age. All applicants and employees will be treated equally in respect of recruitment, promotion, training, pay and other employment policies and conditions. Reasonable adjustments will be made to accommodate those with additional needs.

Measuring Success

All occupiers and their agents / contractors are expected to work as part of the Gravity smart campus community to use reasonable endeavors to operate in accordance with the objectives of the Skills Charter and to report on actions and measures to support the delivery of the clean and inclusive growth strategy.

Occupiers and investors will be required to submit details of their proposed response to the Skills Charter through the compliance process. When approved, a formal summary report to the council will be required to inform the monitoring groups, with a parallel summary progress update to the community, both on a quarterly basis outlining the achievements during the previous quarter against the live ESPs and Gravity ESP Method Statement and provide details of the various employment and skills activities delivered in the quarter.

An annual Environmental and Social Governance (ESG) report will draw together responsiveness and progress against all the CIGS and Charters and capture any additional relevant progress and activity.

Review

This Gravity Ltd and the Council reserve the right to make changes if required due to unforeseen changing circumstances. Any changes must be agreed in writing by both parties and both parties must act reasonably.

Appendix A: Example Employment and Skills Plan

Appendix B: Gravity ESP Method Statement

Appendix C: CITB Headline KPIs

Appendix A: Example Employment and Skills Plan

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Appendix B: Gravity ESP Method Statement

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Method Statement to support ESPs for Gravity

This is Gravity Ltd, known as 'Gravity', has an Environmental and Social Governance (ESG) policy and is committed to shaping a smart campus and community where companies can make a difference socially, economically and environmentally.

Gravity are committed to the delivery of the outcomes of this Method Statement and will engage with our contractors, sub-contractors and supply chain to assist us in the delivery of the ESPs. We will ensure our contractors brief their supply chain on the proposed delivery and monitoring methods as set out below both at project outset and at regular intervals during the build.

Work Placement (Pre-employment & Other Pathways)

To meet KPIs relating to work experience This is Gravity Ltd and their contractors, sub-contractors and supply chain will liaise with the most appropriate contact from each organisation with which work experience is to be arranged.

With work experience for 16+ local colleges and universities (via Construction Skills/ Bridgwater and Taunton College staff) and relevant local employability partners (including Job Centre Plus and the nominated employment vehicle Jobs for All) will be approached to identify suitable candidates.

We will encourage our supply chain to support work placements and will signpost them to the relevant partner to support the delivery.

All work experience placements will be captured on a monthly monitoring form and details of the work placement itself captured separately to assess the effectiveness of the placement to the person involved.

Work Placement (Students in Education – School, College)

Work experience placements for students will be managed through our own partners and main contractors Education Manager or alternative in house or through a third party such as Bridgwater and Taunton College, who will co-ordinate these types of activities. If required, he / she will call on the CITB Careers Adviser to assist with accessing additional schools or support.

He / She will offer assistance to members of our supply chain who wish to support work placements for students, to make contact with local schools.

As above, all work experience placements will be captured on a quarterly monitoring form and details of the work placement itself captured separately to assess the effectiveness of the placement to the person involved.

Construction Curriculum Support Activities

Site visits – a number of groups will be identified and invited to visit the site through discussions with CITB staff and our own designated Education Manager. It is hoped that some visits can be tied in with college courses to allow students to view the work they are learning about first hand on site to enrich their learning experience e.g. pre-vocational classes, HND students in construction related courses.

Careers talks – the relevant 'Education Manager' will work with Construction Ambassadors to carry out careers events in local schools and colleges to raise awareness of the industry. Suitable opportunities will be identified through discussions with local schools to tie in with the school leaving/standard grade selection dates.

Our partners and contractors will engage their supply chain to assist with these events, in particular we would like to arrange for the more obscure trades to be involved to demonstrate the wider opportunities available within the industry.

Curriculum support events – our partners / contractors Education Manager will liaise with local schools to identify opportunities to deliver events that support the curriculum through the Construction Ambassadors.

All activities carried out will be captured through quarterly monitoring.

Graduates

Gravity will work directly with Bridgwater and Taunton College and other local universities as appropriate to enable undergraduate work experience and graduate recruitment, linking to relevant courses in the desired business area. Gravity and local partners will champion local opportunities and recruitment, and the local/national press may also be used to advertise the vacancy.

Apprentice Starts

We are keen to enable apprenticeships as well as recruit redundant apprentices to allow completion of apprenticeships for individuals unfortunate enough to be made redundant part way through their training. We will request that any contractor on site who has an apprentice vacancy considers redundant apprentices as part of their recruitment process. We will signpost any contractors with apprentice vacancies to support and we will also make sub-contractors aware of the current funding for 'Adopting' an Apprentice. The numbers of new start apprentices will be gathered through the quarterly monitoring form.

Existing Apprentices

We will use quarterly monitoring and the Individual Skills Profile form completed at site induction stage to capture information on the numbers of existing trainees working on the project.

Apprentice Completions

We will use quarterly monitoring to capture information on the numbers of existing trainees who complete their apprenticeship on the project.

Jobs Created on Construction Projects

We will inform all our contractors of the requirement to advertise all site vacancies through the nominated local employment vehicle (Jobs for All) as well as anywhere else they wish to advertise. We will request that all vacancies are also notified to us via our quarterly reporting which will allow us to capture the number of vacancies being created by the project and advertised as required.

The local Job Centre Plus, press and trade publications could also be used to raise awareness of any vacancies.

S/NVQ Starts

At tender stage potential sub-contractors are asked to identify the percentage of their workforce holding a CSCS/CPCS card. We are committed to 100% carded workforce on our sites to assure safety and competence. If a contractor does not yet have 100% carded workforce they are asked how and when they expect to achieve this.

At induction onto site individuals will be required to complete an individual skills profile which will identify if they hold the appropriate CSCS card for the trade they are employed to carry out. This process could identify sub-contractor opportunities to upskill their existing workforce most likely by using the OSAT process to allow staff to gain appropriate qualifications and thereby qualify for appropriate CSCS cards. Sub-contractors identified as having upskilling requirements will be directed to CITB to be advised on the most suitable provider of the necessary training and assessment.

Any S/NVQ starts will be identified by use of a quarterly monitoring system.

S/NVQ Completions

Any S/NVQ completions will be captured through the quarterly monitoring system.

Training Plans for Sub-contractors

All sub-contractors starting on site will be asked if they already have a training plan. Those who do not have a training plan in place will be encouraged to produce one and will be directed to CITB, or other suitable providers, who could assist them in preparing one and identify any possible funding that may be available for training carried out under the plan. We will be notified by the sub-contractor when they have completed or renewed a plan through the quarterly monitoring form and a copy will be requested for our records.

Supervisor Training for Sub-contractors

We require supervisors on site to have at least basic training to ensure they have the skills required to adequately manage their staff on site. The individual skills profiles completed at induction stage will be used to identify any supervisory training opportunities amongst sub-contractors.

Any ad-hoc training carried out will be identified by use of the quarterly monitoring system.

Leadership and Management Training for Sub-contractors

The individual skills profiles completed at induction stage will be used to identify any leadership and management training opportunities amongst sub-contractors.

Any ad-hoc training carried out will be identified by use of the quarterly monitoring system.

Advanced Health and Safety Training for Sub-Contractors

At PQQ tender stage sub-contractors are requested to provide details of the level of health and safety training given to supervisors and to any other relevant health and safety training that employees have been given.

Contractor site managers and supervisors are required to undertake training and hold a valid certificate for the ConstructionSkills SMSTS 5 day course. We expect all supervisors from sub-contractors on our sites to be suitably trained and certificated for the work they will be undertaking and the health and safety documentation they will be required to produce. The contractor site manager will be responsible for checking the sub-contractor supervisors are suitably qualified and will highlight any training requirements to the sub-contractor.

The individual skills profiles completed at site induction will also allow advanced health and safety opportunities to be identified.

Any ad-hoc or refresher training carried out will be identified by use of the quarterly monitoring system.

Inclusion

Initiatives to promote and enable wider social inclusion will also be actively considered, for example Women into Construction and the promotion of the Arms Forces Covenant to provide roles for those seeking to return to the workforce and transition into new careers.

Monitoring and Review

This Method Statement is subject to monitoring and review to ensure fitness for purpose to optimise outcomes.

Appendix C: CITB Headline KPIs

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Headline KPIs
NSAFC KPIs CITBA Toolkit June 2016
Client Based Approach

KPI 1 Work Placements

This KPI is aggregated into 2 reporting lines; work placements for persons in education and work placements for persons not in education. Clients/contractors can agree how the total benchmark figure is divided and counted

KPI 1(a)	Work Placements (In Education)
<i>Key Industry Priority:</i>	<i>Image & Recruitment</i>

This KPI is aimed at providing persons with the opportunity to carry out tasks agreed by their supporting organisation (where applicable) and the employer enabling the individual to gain a meaningful insight into the construction sector.

This target describes work experience attendance on NSAFC Projects for students from schools, colleges and Universities (14 years plus) who undertake a work-experience placement for a minimum of 5 working (consecutive or non-consecutive) days. Longer duration traineeships can be counted under KPI 4. This KPI is aimed at providing students with the opportunity to carry out tasks agreed by the education provider and the employer enabling the learner to gain a meaningful insight into the construction sector.

This target relates to (data reporting lines)

- Work Experience Placement (In Education)

KPI Measure: 1 completed work placement represents 1 outcome

Evidence:

1. Written confirmation from the learning provider or employer of the student participation in the activity, and;
2. Learner evaluation form

SPONSA / Spreadsheet Data Entry Requirement:

Student name, employer, educational establishment, completion dates

For clients using SPONSA, data entry requirements may be substituted with a single count e.g. 1

Notes:

This KPI applies to main contractors and subcontractors

Headline KPIs
NSAFC KPIs CITBA Toolkit June 2016
Client Based Approach

KPI 1(b) Work Placements (Not in Education)

Key Industry Priority: *Image & Recruitment*

This target describes work experience attendance on NSAFC Projects for persons who are not enrolled in a course of education/study and who undertake a work-experience/pre-employment placement for a minimum of 5 working (consecutive or non-consecutive) days. This can include individuals from organisations such as Princes Trust, Probation Service, Job Centre Plus, Women into Construction, Armed Forces re-settlement programmes or local community organisations. It may also be appropriate for individuals seeking a career change.

This KPI is aimed at providing persons with the opportunity to carry out tasks agreed by their supporting organisation (where applicable) and the employer enabling the individual to gain a meaningful insight into the construction sector.

This target relates to (data reporting lines)

- Work Experience Placement (Not In Education)

KPI Measure:

1 completed student work placement represents 1 outcome

Evidence:

1. Written confirmation from the placement organisation/partner and employer hosting participant &
2. Learner evaluation form

SPONSA / Spreadsheet Data Entry Requirement:

Student name, employer, placement organisation/partner, completion dates

For clients using SPONSA, data entry requirements may be substituted with a single count e.g. 1

Notes:

This KPI applies to main contractors and subcontractors

Headline KPIs
NSAFC KPIs CITBA Toolkit June 2016
Client Based Approach

KPI 2 Jobs Created
This KPI is aggregated into 3 reporting lines; Jobs created for Apprentices, Jobs created for New Entrants, Jobs created for Graduates. Clients/contractors can agree how the total benchmark figure is divided and counted

KPI 2 Total Jobs created by NSAFC projects (new entrants)

KPI 2a: Apprentices

KPI 2b: New Entrants

KPI 2c: Graduates

Key Industry Priority: Image & Recruitment

This target describes the creation of new and sustainable job opportunities for new entrants into the sector. And as a result of the project are required on the project site(s) by the main contractor or subcontractor.

This target relates to (data reporting lines)

- a) Persons who are employed as Apprentices
- b) Persons previously unemployed or unskilled
- c) Graduates

KPI Measure:

1 individual represents 1 outcome

Evidence

1. Notification of vacancy on site
&
2. Copy of offer of employment
&
3. Confirmation letter or statement from employer of minimum 1 month employment (qualifying period)

SPONSA / Spreadsheet Data Entry Requirement:

Occupation, Employer, Employee name and date of qualifying period.

For clients using SPONSA, data entry requirements may be substituted with a single count e.g. 1

Notes:

This KPI applies to main contractors and subcontractors

Graduates – within 3 years of graduation

New entrants will normally be undertaking some form of training

Headline KPIs
NSAFC KPIs CITBA Toolkit June 2016
Client Based Approach

KPI 3 Construction Careers Information, Advice and Guidance (CCIAG) Events

Key Industry Priority: Image & Recruitment

This target consists of the organisation and delivery of events focused on improving the image of the sector. Events are aimed at increasing awareness of the opportunities available within the industry, what it is like to work in Construction and how to get into the sector. To be counted, the activity must be formally structured, agreed by the project and the participating organisation

The key target groups for delivery of this outcome are:

- Entrants 14-19: (e.g. persons currently not in education, employment or training, or school students, school leavers, college students)
- Under graduates
- Influencers (e.g. school / university / adult influencers ,careers advisers, careers school staff, other providers, community groups)

KPI Measure:

1 event represents 1 outcome on SPONSA.

(Clients/contractors may wish to use their own data collection methods to also count the type of event and number of learners attended)

Evidence:

1. Confirmation from the participating organisation of the student engagement in the activity &
2. Completed documentations detailing activity delivered and numbers attended

SPONSA/Spreadsheet Data Entry Requirement:

Details of event – place, educational establishment, employer, number of learners, completion date

For clients using SPONSA, data entry requirements may be substituted with a single count e.g. 1

Notes:

This KPI applies to main contractors and subcontractors

Activities must be meaningful to both parties and be able to demonstrate clear links with STEM/Built Environment

Headline KPIs
NSAFC KPIs CITBA Toolkit June 2016
Client Based Approach

KPI 4 Training Weeks

This KPI is aggregated into 3 reporting lines; Apprentices, Traineeships, Higher Qualifications. Clients/contractors can agree how the total benchmark figure is divided and counted

KPI 4 Training Weeks on site

KPI 4a: Apprentices

KPI 4b: Traineeships

KPI 4c: New Entrants undertaking higher qualifications

Key Industry Priority: Training & Development

This target relates to and counts the number of weeks of formal training being undertaken by the site labour force working on a NSAFC Project. This will involve training following a recognised syllabus of study which has been accredited/certificated by either an awarding body for that qualification or by the recognised issuing organisation.

One training week = 5 working days.

The number of weeks must fall within the project duration and must accurately reflect the start point of the training date commenced whilst on site

This target relates to all employees (data reporting lines)

- New entrants who are undertaking apprenticeship frameworks
- New entrants undertaking traineeships or equivalent Scottish/Welsh routes
- New entrants undertaking technical/higher level qualifications.

KPI Measure:

Total number of training weeks currently taking place on the project

- a) New entrants who are undertaking apprenticeship frameworks
- b) New entrants who are undertaking traineeships/ equivalent
- c) New entrants undertaking technical/higher level qualifications

Evidence:

1. Registration documents/written confirmation from training provider detailing course of study, duration and qualification
- &
2. Completion certificates

SPONSA /Spreadsheet Data Entry Requirement:

Employee name, Employer Name, Training Provider, Qualification Name

Notes:

This KPI applies to main contractors and subcontractors

For clients using SPONSA, data entry requirements may be substituted with a single count i.e. number of weeks

Headline KPIs
NSAFC KPIs CITBA Toolkit June 2016
Client Based Approach

KPI 5 Qualifying the Workforce

This KPI is aggregated into 4 reporting lines; Qualifications – main and subcontractors; Certification – main and subcontractors. Clients/contractors can agree how the total Qualifications and total Certification benchmark figure is divided and counted

KPI 5 Qualifying the Workforce

KPI 5a	Qualifications – main contractor
KPI 5b	Qualifications –sub contractors
KPI 5c	Short Duration training – main contractor
KPI 5d	Short Duration training – sub contractors

Key Industry Priority: Training & Development

This target relates to persons gaining a nationally recognised qualification equivalent to Level 2 or above. Achievements can include vocational awards/diplomas, apprenticeship completions, professional qualifications, leadership and management courses including IIM, health and safety, (including IOSH, NEBOSH, SMSTS & SSSTS).

Outcomes must be accredited by a nationally recognised professional institution or awarding body.

This target relates to (data reporting lines)

- a) Qualifications – main contractor
- b) Qualifications – sub contractors

This target relates to persons gaining industry certification. Achievements can include short duration courses; project specific learning e.g. products, installation, technologies, or may relate to occupational competence, licence to practice or sector specific training e.g. the environment, sustainability, health and safety.

Outcomes must be accredited by public education establishments, employers or other training providers and may be held externally or in-house and must be a minimum duration of 3 hours.

This target relates to (data reporting lines)

- c) Short Duration training – main contractor
- d) Short Duration training - subcontractors

KPI Measure:

1 certificate represents 1 outcome on SPONSA.

Evidence:

- 1. Completion certificates.

SPONSA Data Entry Requirement:

Employee name, Employer Name, Training Provider, Qualification/Certification Name and Level, Completion Date.

For clients using SPONSA, data entry requirements may be substituted with a single count e.g. 1

Notes:

This KPI applies to main contractors and subcontractors with consideration that:-

For the client based approach KPI 6b) and 6d) are optional

Headline KPIs
NSAFC KPIs CITBA Toolkit June 2016
Client Based Approach

KPI 6	Training Plans
Key Industry Priority:	Training & Development

This target relates to the annual company / site project plan which details the organisational structured approach to training and developing the workforce. The plan must show the start and end date so that it demonstrates that this is a plan rather than a matrix. This target can included new plans and plans to be renewed.

KPI Measure:

1 new or annually renewed company training plan

Evidence:

1. A copy of the training plan with start and completion dates

SPONSA /Spreadsheet Data Entry Requirement:

Company name, start date and end date

For clients using SPONSA, data entry requirements may be substituted with a single count e.g. 1

Notes

This KPI applies to main contractors and subcontractors

This does not have to be a CITB directed training plan; this may be an internal standalone document or one which has been facilitated via other agencies e.g. LEP business growth hub

The plan is intended to be refreshed annually

Headline KPIs
NSAFC KPIs CITBA Toolkit June 2016
Client Based Approach

KPI 7 Key Industry Priority:	Case Studies Approved Strategic Leadership
<p>This target consists of completing and submitting a promotional case study which describes either an example of best practice or a significant achievement on the NSAfC project. Case studies counted against this measure must be compliant with the National Skills Academy for Construction case study guidelines.</p> <p>The completed case study must be approved by a representative of CITB and the client/contractor's internal communications team and be made available for inclusion on the National Skills Academy for Construction webpages and for additional promotional purposes.</p> <p>KPI Measure: Funded: 1 Case Study approved represents 1 outcome on SPONSA</p> <p>Evidence: Copy of approved case study</p> <p>SPONSA/Spreadsheet Data Entry Requirement: Copy of approved NSAfC case study.</p> <p>Notes: <i>Non-compliant case studies will be rejected</i></p> <p><i>At pre approval stage, it is expected that clients will nominate their preferred number of case studies to be completed. Clients will be expected to submit a minimum of 1 case study per project year.</i></p>	

* Please note that the KPI reference numbers may change to align with SPONSA



thisisgravity.co.uk

The Gravity logo is a large, white, stylized 'G' followed by the word 'Gravity' in a bold, sans-serif font. The background of the entire page is black, featuring a complex, white, network-like graphic of interconnected dots and lines that resembles a molecular or digital structure. The logo is positioned in the upper left quadrant, with the word 'Gravity' extending towards the center.

Gravity

Smart Campus

GRAVITY BUSINESS CHARTER

Consultation Draft

Gravity Business Charter

1. Introduction

Gravity has significant ambitions to host a new era of companies that set a new standard for clean and inclusive growth, drawing in new investment, new supply chain and business opportunities, as part of a transformational agenda to sustain and grow economic activity and jobs into the future.

The Gravity Business Charter is a commitment by Gravity and its partners along with future occupiers of the UK's premier smart campus to take action within their own organisations and sectors to contribute to clean and inclusive growth. The purpose of the Charter is to act as a guide for Gravity, its partners, and future occupiers in terms of engagement with their supply chains and local business, setting expectations for that engagement and ensuring alignment with the key strategies and policies Gravity has in place in order to deliver a truly unique and trail-blazing clean and inclusive smart campus.

To challenge us and our team, we have created our Clean and Inclusive Growth Strategy, establishing 50 priorities as our approach to working to achieve a positive contribution towards meeting the UN Sustainable Development Goals (UN SDG's).

Our Mission is to create decent work and inclusive economic growth, in conjunction with climate action, whilst contributing to the UN SDG's.

Our journey is to nurture low carbon innovation, processes, and systems, to enable our future occupiers and communities to share our aspirations.

Working collaboratively with Sedgemoor District Council, a pro-business Council, with an enviable track record of economic development success, the agreement is to shape a business-led, market-led planning and implementation strategy through a process called a Local Development Order, to create a simplified planning regime for the Gravity Enterprise Zone, securing business rates to be retained and recycled locally to enable the delivery of the Gravity enterprise zone and facilitate sustained economic growth and restructuring, as well as the acceleration of environmental outcomes through a locality investment plan, creating a virtuous cycle of investment and clean growth.

A key outcome sought from Gravity is to facilitate economic transformation, attract international inward investment and attract new sectors and businesses to the Southwest, through creating greater certainty for investors, leveraging in finance, driving up economic confidence, creating internationally competitive conditions for investment and growth.

The Hinkley Point C (HPC) project has created important foundations for inclusive local growth by inspiring young people, and creating additional training facilities, employment, and business opportunities. Whilst many roles and business opportunities are relatively temporary, we can now look ahead to scope how we can ensure a legacy beyond HPC construction and sustain employment in sectors fit for the future.

This Charter builds on and responds proactively to the Council's local labour agreement which seeks to encourage the use of local businesses in construction and operation and draws out a specific dedicated approach within a transformational, regional context.

The Gravity Business Charter establishes our commitment to business engagement and collaboration through planning, construction and implementation of the Gravity smart

campus and community. Gravity will be a place where companies, occupiers and their supply chains are encouraged to make a difference socially, economically, and environmentally.

This is Gravity Ltd have already agreed a Local Labour Agreement with Sedgemoor District Council in respect of the current consent for the Huntspill Energy Park, which will ensure Employment and Skills Plans are in place across construction and operation of Gravity, in the best interests of the local community. The agreement also encourages the use of local businesses. This will take effect for any first movers / early occupiers, and this has evolved into a new Skills Charter and a new Business Charter as an integral part of the new Local Development Order process.

The development of the Business Charter provides a greater clarity and transparency and is a key step in ensuring the site delivers on its Environmental, Social and Corporate Governance objectives and partners and occupiers are clear on the expectations and commitments which being part of the Gravity community entails. The Business Charter sits below the Clean and Inclusive Growth Strategy and alongside the Skills Charter in order to guide Gravity, its partners and future occupiers in their responsibilities for engagement with supply chains, local businesses and stakeholders.

2. Context

Gravity is a UK destination for inward investment, located in the heart of the South West, in Sedgemoor District, aligned to deliver the Governments Industrial Strategy, levelling up and building back better.

Gravity is committed to delivering a 616-acre Enterprise Zone as a smart campus and community to attract higher value occupiers and create new opportunities for local residents and business as well as addressing national Grand Challenges relating to Clean Growth.

Gravity establishes the foundations for accelerating and transforming growth whilst simultaneously cutting greenhouse gas emissions, creating good jobs, low carbon homes and realising positive social outcomes for local communities. Gravity will create a low carbon campus generating up to 7500 green collar jobs, providing both a strategic economic stimulus to drive economic renewal, shaping and connecting to a green supply chain across the UK. Home to international business, supply chains, academia, training facilities, support services, start-ups and SMEs, Gravity will be a home for Clean Growth and green industries, creating the space to innovate and create green solutions from energy solutions to smart homes and new smart mobility choices.

Gravity will become the engine room of the Heart of the Southwest Local Enterprise Local Industrial Strategy and Build Back Better plan, working closely with the Western Gateway and wider Bristol City Region, to deliver transformational investment opportunities, unlocking connectivity through infrastructure, and bringing new higher value employment and skills opportunities to the South West.

Offering excellent connectivity, Gravity is well related to the strategic motorway network, Bristol port through rail restoration, Bristol airport, and within a Western Gateway innovation cluster. This hosts academic research and development linked to a vibrant ecosystem of technology, cyber, engineering expertise underpinning advanced manufacturing. Together with an exceptional quality of life and 'green' culture, Gravity and the wider region can offer a competitive international destination to host a new era of investment and business opportunities to support both existing and new business in the heart of the South West.

3. The Charter

A Clean and Inclusive Growth Mission

In the UK, Government has committed to 'net zero carbon' by 2050. This requires a seismic shift in thinking and action to respond. Creating a route to delivering clean and inclusive growth is the greatest industrial opportunity in our history. At Gravity, our strategy is to seize this opportunity to create a smart campus and integrated community that delivers the 4th Industrial Revolution, providing an exemplar in the UK and a beacon for wayfinding on this Clean Growth Journey. This will require those organisations joining and investing in the Gravity community to share this vision and commit to working towards a shared set of objectives and values.

The Gravity 50

Looking across the Gravity 50, many of the priorities are relevant to business and sit outside of the traditional planning approach, however form part of a wider commitment to promote and facilitate the economic development of the locality in conjunction with the private sector, local councils, local enterprise partnerships, and business organisations.

The Charter draws out a few to create focus for this Charter, as follows:

1. Champion the South West
 - through marketing and enquiry management.
2. Promotion of Bristol port as a global trade hub in the West of England
 - through enquiry handling and operational planning and integration to meet customer needs.
3. Establishing a digital innovation alliance across the M5 growth corridor
 - via the 5G Create project on logistics.
4. Host test beds and green finance initiatives to develop green solutions
 - via 5G test bed project and linking this culture into management strategies within the LDO, seeking new collaborations with potential partners, and following up on opportunities that arise.
5. Incubating innovation, start-ups, enabling new forms of business, energy, and transport technologies
 - by making provision within the LDO for flexible business space to accommodate and working with partners to ensure there is a legacy beyond HPC i.e., potential re-purposing of the Somerset Energy Innovation Centre to support new businesses and sectors for example in advanced engineering and automotive.
 - By working with academic partners at Bridgwater and Taunton College, Bristol University and University of the West of England across the wider region on research and development and business startup and growth

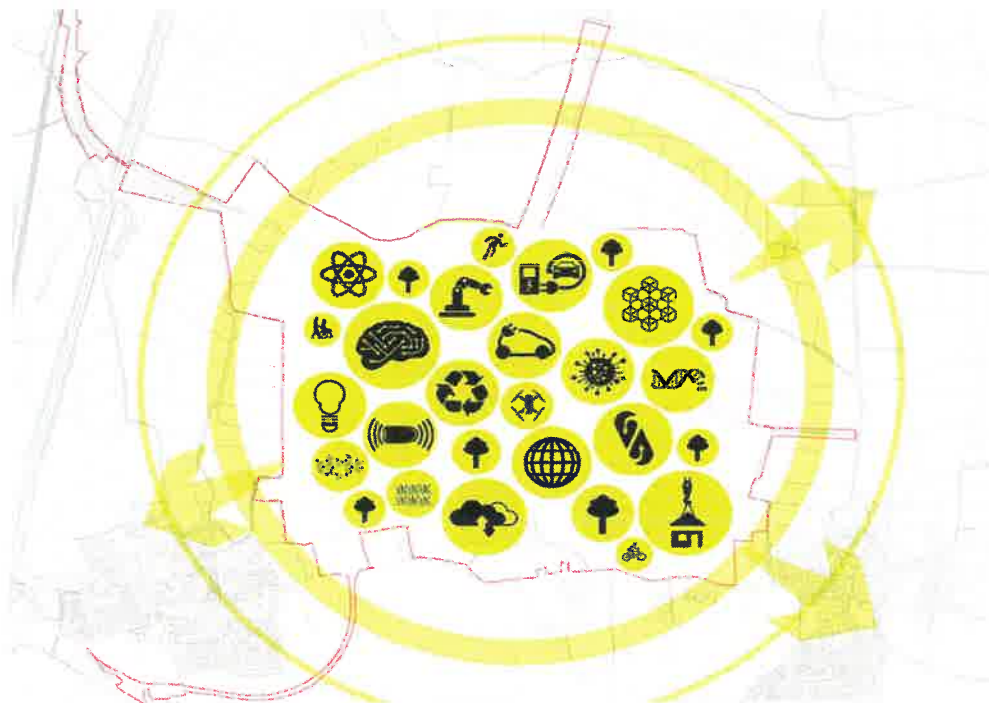
Environmental and Social Governance (ESG)

Gravity has crafted an ESG policy to set out our corporate commitments and guide the business and its activities as a whole.

We have evaluated the United Nations Sustainable Development Goals and have identified 12 that are directly relevant to Gravity and have organised these into 5 key themes:

- Wellbeing and Inclusivity
- Clean Energy
- Natural Resources
- Clean Transport
- Digital Revolution

A Beacon of Clean and Inclusive Growth for the South West



Championing the South West

In all of our early discussions with investors and partners, and indeed Government, the South West has not been clear as a destination for international inward investment and economic transformation. With strong competition from the Northern Powerhouse, Midlands Engine, Oxford - Milton Keynes - Cambridge Arc, and calls for investment as part of a strategic response to the 'levelling up' agenda and positive responses to stimulate a green economic recovery, Gravity is clear in that the South West can play an important role in the UK. Climate Change, Covid-19 and Brexit are individual challenges and represent a cumulative threat as well as opens up opportunities that business can and must respond to.

The South West has world leading capabilities and important economic assets that can collaborate and work with new investors to transform products and services to achieve net zero carbon ambitions. Electrification could be a unifying theme across key sectors in the South West from aerospace, to Defence and advanced manufacturing.

Business Engagement

From the outset, Gravity has been welcomed to join business networks and we have been delighted to engage and share news of our progress with Chambers of Commerce, through business networks, company webinars, and professional groupings. We see this continuing as Gravity evolves.

We have formed a 'business leaders' group to help strengthen communications, champion the South West and our collective potential to kick start a green economic revival. This has resulted in a narrative integrated into our web site to establish a shared position to inform enquiry management and response. This work will continue to evolve through business networking.

Supply Chain Quality

Gravity would like to stimulate 'a community of interest' around Clean Growth, working with those who wish to transition to a net zero carbon model of operation, or indeed help others to transition.

The primary focus for Gravity and its supply chain will be quality, alignment with the clean and inclusive growth objectives, and of course campus and community safety.

ESG of businesses will be a key consideration, alongside the location of the business and the workforce. Gravity will encourage partners and occupiers to work to identify appropriate supply chain partners in the immediate locality, working through steps on the basis of a 'local first' approach: Sedgemoor, Somerset, South West, UK, International.

Organisations within our supply chain with over 50 employees, and all construction suppliers will be asked to have or have plans in place to develop the following quality management systems:

- ISO 9001
- ISO 14001
- BS QHSA 18001

In addition, all organisations within our supply chain will be required to have an environmental policy (or equivalent).

For organisation with over 50 employees, we will seek statements on approaches to delivering science-based targets to achieve Net Zero Carbon for their businesses. As part of the Gravity journey, we welcome working with business to achieve this.

Collective achievement of these standards and requirements through our supply chain will provide helpful indicator of business commitment to safety, quality, and sustainability.

Creating Opportunities for Business

It's a little early to map out specific opportunities but imagine a site bigger than Hinkley Point C - built out over a longer period of time – creating up to 7500 permanent jobs and many other indirect and supply chain opportunities. The Government Enterprise Zone status is operational until 2042 and the Gravity LDO is operating to a construction horizon of 2032, so Gravity is a project that may evolve incrementally, occupier by occupier, each bringing new opportunities or indeed be led by one primary occupier with their integrated supply chain on the campus.

Construction of Gravity over the next 10 years comprises a significantly large construction project in its own right which can build on the construction sector capacity delivered through the Hinkley Point C (HPC) project and create and longer-term opportunity for the construction sector in the local area. Gravity will assist to 'match make', helping to identify opportunities in its supply chains for local and regional companies and we will do this through the enquiry management process. The Gravity project may also create the opportunity to develop new supply chains.

There will also be significant opportunities for local business to engage in the supply chain for the ongoing servicing of the occupiers on site throughout their operation. There is the capacity to accommodate multiple small, medium and large-scale occupiers of up to 1.1million square metres at Gravity, as well as associated ancillary uses and social

infrastructure to be delivered, and all of these occupiers will create opportunities for local and regional businesses to engage with the project in perpetuity, to the considerable benefit to the local and regional economy.

For example:

- Net zero carbon products and practice
- Advanced manufacturing, robotics, AI
- In construction and operation
- Modern methods of construction
- Smart and micro mobility
- Electric Vehicle charging
- Green solutions/ energy storage and management
- Water management
- Leisure and well being
- Digital infrastructure and services
- Data management/ cyber
- Bio- medical
- Agri tech/ hydroponics
- Alternative fuels
- Research and development
- Professional services
- In training and development of the workforce
- In site services, management, maintenance
- Consultancy
- Transport / connectivity/ de-carbonisation
- Facilities management and security

Local Supply Chain

To ensure there is a social benefit and an economic multiplier effect for expenditure, Gravity will seek to maximise the use of local supply chains where possible. It is vital that the Project embraces the abilities and capability local to the Gravity site. "Local" for the purposes of this Charter is defined as within Sedgemoor District, with wider geographies being considered as Somerset County, the South West and the wider UK. 'Local first' always being a primary consideration to maximise benefit and minimise impacts, such as travel.

The policy for the construction of Gravity is to utilise, as far as possible, local sources of labour, service providers and materials / components. Organisations simply having a sales representative within Sedgemoor or Somerset as an example, would not qualify as part of a 'local' supply chain, as a local office and operational workforce would be required in the relevant geography.

This requirement will be reflected in contract tender documentation, instructions given to bidders and encapsulated in local consultation documentations produced to support the project.

Identifying 'Local' Companies

Sedgemoor, Somerset, and the wider South West has a proud history of manufacturing, from the thriving brick and tile industry that prospered up until the 1930's to the more recent strengths in food and drink, engineering, and logistics. A hub of high-tech industry has also developed in south of the county supporting the aerospace and Defence sectors as well as to the north of the site near Bristol. Its excellent transport links allow rapid communications and hence many local businesses have clients throughout the UK and Europe.

Experience of the large HPC civil construction projects to support the construction phase has advanced area capability and the locality has quite unique experience in training a bespoke workforce to meet specific business needs, whether high end craft manufacturing for Mulberry, logistics and warehousing for Morrison's or project managers, nuclear engineers for HPC.

Local companies are invited to register their interest to become part of the project via the Gravity web site: <https://thisisgravity.co.uk/>

The listing of local companies will be further enhanced by frequent engagement with the business community via the local chambers of trade, business collaboration organisations, the local authority and via Gravity sponsored events.

A business leadership group will meet at least annually and will receive up to date project briefings and details of local business engagement activities.

Careers and Education

Gravity are working collaboratively with Bridgwater and Taunton College to lead and facilitate a workforce development strategy for occupiers. BTC will work closely with Bristol and other universities as well as the Institutes of Technology on a package of skills and training that respond to occupier and local needs.

This will help raise the profile of the area and encourage younger people into the labour force with new training opportunities that could really help create a positive culture of ambition about living and working in the South West.

Through our social value programme led by our Skills Charter, and specific occupier Employment and Skills Plans, we will create opportunities and pathways into training and careers in clean growth sectors.

Building on the exceptional educational infrastructure already located in Sedgemoor through both organisations, with the National College for Nuclear as one of the most modern and dynamic learning environments, Gravity will create new opportunities for the community.

From landscape management, agri- tech, advanced manufacturing, and engineering to digital and energy management we can train and provide a workforce to meet business needs.

Students should have the choice of living and studying locally, and Gravity does want to create the opportunity for our young people to live, work and play in the South West.

We are excited about partnering opportunities with universities to draw in clean growth expertise. Many of the top universities in the UK and located in close proximity to Gravity and have specialisms and strengths in the environmental and low carbon and manufacturing sectors. Universities can act as a pipeline for innovation and Gravity could be an incubator and test bed for spin-out ventures.

Local Supplier Visits

Visits to the Gravity site have already been facilitated and will continue to be offered to build an awareness of the Gravity project and to ensure local business are well briefed on progress and opportunities.

Gravity and / or investor site visits to business premises in Sedgemoor, Somerset, or the wider South West may be appropriate as part of early due diligence or procurement process to explore capability and ESG credentials as well as consider the area as a whole. How 'we' perform as a 'team' to attract investment will be a factor in investor decision making and goes to the issue of risk management and confidence in any significant key decision process.

Contractual Implications

This is Gravity Ltd cannot prescribe the level of use of 'local' suppliers in its principal contractors and other supply chain contractors. The contracts will include our encouragement to the contractor and its subcontractors to maximise the use of local sources (within Sedgemoor, Somerset, and the wider South West) for the supply of material, equipment and services. The Contractor will also be required to maintain records to demonstrate the extent of compliance with this intent. The records will be available at all times to This is Gravity Ltd and will be reported annually.

In addition, the generic instructions to bidders for contracts offered by This is Gravity Ltd will include details of how to access the local supplier database via the registration website set up by This is Gravity Ltd.

Measuring Success

In order to measure the success of the business and local supplier engagement activities described, a number of key performance indicators will be developed to be reported annually as an integral part of the environmental and social governance process and communicated through the monitoring and management regime. These will be used to demonstrate locally and nationally the positive impact the project is having on the local business community and through local investment in Somerset.

The measures will include:

- Total Value of inward investment secured.
- Number of contracts awarded to Sedgemoor, Somerset, South West, UK Companies.
- Value of contracts awarded to Sedgemoor, Somerset, South West, UK Companies.
- Number of new businesses created, or growth supported in clean growth sectors.

As a member of the Gravity community, partners and occupiers are expected to utilise reasonable endeavors to operate in accordance with the objectives and ambitions of the charter and to report on these measures to support in delivering clean and inclusive growth at Gravity.

Occupiers and investors will be required to submit details of their response to the Business Charter and if approved through the 'compliance process' will be required to submit an annual report on ESG performance which will include response to the Clean and Inclusive Growth Strategy, the Skills Charter and the Business Charter.

When approved, a formal summary report to the council will be required to inform the monitoring groups, with a parallel summary progress update to the community, both on a quarterly basis outlining the achievements during the previous quarter against the KPIs and provide details of the various business activities delivered in the quarter.

An annual Environmental and Social Governance (ESG) report will draw together responsiveness and progress against the CIGS and Charters and capture any additional relevant progress and activity.

DRAFT



thisisgravity.co.uk

**APPENDIX D -
COMPLIANCE FORM**

APPLICATION FOR COMPLIANCE FORM

GRAVITY LOCAL DEVELOPMENT

ORDER

To benefit from the Gravity Local Development Order (LDO)(adopted XX February 2022) applicants must demonstrate that proposals are in compliance with the specifications set out within the adopted LDO documents. This LDO is split into two parts which should be read in conjunction with this form:

- The **Local Development Order** document which provides the legal conditions for the implementation of LDO development; and
- The **Design Guide** document which sets the acceptable parameters and requirements for development and incorporates key Design Principles for Compliance.

This form is a checklist tool which allows both the prospective applicant and the Local Planning Authority (LPA) to assess whether a proposal is compliant with the specifications of the LDO. The content of the submission and assessment undertaken will be reasonable and proportionate to the scale and complexity of the proposal. This form includes signposting to key elements within the LDO documents for applicants to cross reference when completing their submissions.

In all circumstances it is recommended that compliance submissions should be co-designed collaboratively with the LPA from the outset. This will ensure submissions deliver outcomes aligned to the vision and objectives of the LDO and that the submission can be dealt with quickly and efficiently by the LPA when formally received.

Application Detail

Please insert your personal details in the boxes below. If you are being represented by a third party or agent, their details may also be inputted, and they will be the delegated primary contact for future correspondence.

<i>Applicant's Name and Address</i>		<i>Agent's Name and Address</i>	
<i>Applicant's Telephone Number</i>		<i>Agent's Telephone Number</i>	
<i>Applicant's Email</i>		<i>Agent's Email</i>	

Compliance Check

This initial compliance check confirms whether your proposal is eligible for further consideration. It is important to note that your proposal cannot be compliant with the LDO if it fails these basic parameters.

Description of the proposal
Relevant part of the site – Site address or grid reference

Confirm Compliance with Parameters

The proposals must align with the Parameters which are presented in the Environmental Statement(Chapter 3.1) and replicated in the Design Guide.

Parameter Plan	Compliance Question	Applicant Compliance Response	LPA Compliance Confirmation Yes / No
Existing Buildings to be Demolished	Does the proposal include any existing buildings to be demolished?		
Building Heights	Do the proposals fit within the heights set out?		
Infrastructure and Utilities	Does the proposal set out infrastructure requirements?		
Land Uses	Does the proposal fit with the Land Uses and broad location of these uses set out in the Land Use Parameter Plan?		
Strategic Landscape	Does the proposal include strategic landscaping?		
Transport and Movement Micro mobility	Does the proposal include accessibility and micro mobility details?		
Transport and Movement Strategic Infrastructure	Does the proposal include strategic transport and movement infrastructure?		

Confirm Compliance with Use Classes and Limitations

Please complete the final column in the table below to provide details of the proposals set against the LDO parameters set out in the LDO (and replicated in the Design Guide).

Use Class	Definition	Limitations	Indicative Use Relating to Gravity	This Proposal
Advanced Manufacturing				
B2 / B8 / E(a – g) / Sui Generis	General Industrial Use	Total GEA of up to 1,000,000m2	Advanced manufacturing (AM)	
Supporting Employment Uses				
B8	Storage or Distribution	Total GEA of up to 65,000m2	Data Centre / AM Supply Chain	
E (a) to (g)	Commercial, Business and Service		Research and development	
Sui Generis	Uses which do not fall within the specified use classes above.		EV charging station	
Supporting Uses				
C1	Hotels, boarding and guest houses where no significant element of care is provided	Total GEA of up to 35,000m2	On site hotel. Temporary workforce accommodation for contractors*	
C2	Residential Institutions		Campus training centre.	
E (a) to (g)	Commercial, Business and Service		Day nursery, sport and leisure indoor facilities, gym, retail, café, health centre.	
F	Local Community and Learning.		Community building - replacement 37 Club.	
Dwelling Houses				

C3	Dwelling houses	Up to 750 dwellings	Homes to meet commercial operator requirements.	
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Compliance Submission Checklist

The submission checklist allows you to check and confirm you are submitting the correct documents for your compliance application to be considered valid.

Have you included the following information within your application?

Plans	Provided (tick)	Reference (please insert)
Proposed Site Plan (1:200)		
Proposed Building Plan (1:50/ 1:100)		
Proposed Elevations and Roofscape (1:50/ 1:100)		
Landscaping Plans and External Details Plan		
Layout of access for pedestrian, cycle, vehicular and other modes of transport		
Surface Water and Foul Drainage Plan		
Proposed Materials		
Supporting Information	Provided (tick)	Reference (please insert)
Compliance Statement (setting out the proposals and compliance with the LDO and Design Guide)		
If any B8 Uses Proposed – Supporting Statement to detail the requirements including transport impact (scope to be agreed with the LPA)		
If any C3 Dwelling Houses Proposed – Supporting Statement setting out occupier requirements including type and tenure and management of properties in perpetuity (scope to be agreed with the LPA)		
Occupier Environmental and Social Governance Policy		
If any retail use proposed exceeds 2,500m ² gross floor space they must be supported by an impact assessment that meets the requirements of paragraph 90 the National Planning Policy Framework		
Sustainability Checklist – Setting out project sustainability characteristics considering, for example, energy provision, water management, building fabric etc.		
Landscape Strategy – Setting out approach to proposal specific or site wide landscape delivery and ongoing management and maintenance.		
Statement of Community Engagement – Confirming any engagement with Parish Councils (Puriton & Woolavington) and any other community groups or stakeholders.		
Heritage Impact Assessment – Linked to relevant heritage related Mitigation Checklist Item below.		

Mitigation Checklist

The Mitigation Checklist in the table below is derived from mitigation identified within the Gravity LDO Environmental Statement and responses received during the statutory consultation. Compliance Applications must confirm:

- each item of mitigation has been considered in preparing the application;
- (where applicable) by when each item of mitigation proposed will be provided and at what point such mitigation will cease to be necessary or to be provided; and
- how, for each item of mitigation proposed, it is intended that such item will be delivered.

Item	Mitigation Requirement	Reference	Proposed Mitigation (developer to demonstrate how proposed mitigation meets the requirements)	Proposed Trigger Point for Mitigation (commencement / occupation / other)
Demolition and Construction				
MC1	Each Compliance Application must include a Demolition and Construction Environmental Management (DCEMP) to meet the requirements of the Framework Demolition and Construction Environmental Management Plan (FDCEMP).	ES Appendix 4.1: FDCEMP		
MC2	Each Compliance Application must demonstrate how it complies with the Site Waste Management Plan (SWMP) during demolition and construction.	ES Appendix 3.3: Site Waste Management Plan.		
Operation				
MC3	Each Compliance Application must be supported by a statement setting out proposed shift patterns, to include provision of flexible working patterns linked to employment and skills planning.	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		
MC4	Any Compliance Application where supporting uses (e.g., retail, leisure, health) are proposed must set out details of proposed access to those uses in line with existing arrangements.	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		
MC5	Each Compliance Application must be supported by details of on-site pedestrian and cycle links and facilities, Micro Mobility connections, mobility hubs and vehicle share	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		

	schemes.			
MC6	Each Compliance Application submitted shall include a Car Parking Management Note detailing parking arrangements, type of parking (e.g., car share, disabled access, EV charging and visitor provision) location of parking, access to parking and any potential parking charges for use of parking on Site. This Note, linked to the Framework Travel Plan and occupier specific Travel Plans, must set out how the application submitted will support use of sustainable modes and Travel Plan initiatives and measures, reduce reliance on the private car and detail the overall quantum of parking proposed.	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		
MC7	Each Compliance Application must include the preparation and implementation of an occupier specific Travel Plan, building upon the site wide Framework Travel Plan, with a monitoring regime to achieve preliminary modal shift targets and supporting mechanisms for securing additional sustainable transport measures.	ES Appendix 9.1: Transport Assessment ES Appendix 9.2: Framework Travel Plan		
MC8	Each Compliance Application submitted shall detail the need, if any, of bus service(s) (dedicated or enhancements to existing) to the Site to be supported through the Locality Investment Plan process, incorporating enhanced main A38 corridor bus services and/or dedicated Demand Responsive Transit (DRT) minibus / e-bus services for employees to align with shift patterns. The Compliance Form shall set out the proposed management and provision of bus services to the Site and bus routing shall be considered to maximise potential revenue from other users in order to support service viability which may include operating slightly different routes at various times of day.	ES Appendix 9.1: Transport Assessment		

MC9	Each Compliance Application must consider the need to support delivery of SCC/SDC led off-site pedestrian/cycle improvements deliverable within SCC, National Highways (NH) and/or SDC land improving access to/from the Gravity site to Bridgwater Town Centre and/or Bridgwater Train Station.	ES Appendix 9.1: Transport Assessment		
MC10	Each Compliance Application must consider the need to support delivery of SCC/SDC led off-site highway capacity and/or safety improvements deliverable within SCC, NH and/or SDC land improving access to/from the Gravity site and commensurate with the scale of peak period development impacts.	ES Appendix 9.1: Transport Assessment		
MC 11	Each Compliance Application submitted must be supported by an appropriate transport statement or assessment and, where necessary as identified in the transport assessment, transport modelling utilising day long flow profiles to develop peak and interpeak models agreed with the Local Highway Authority and Strategic Highway Authority to assess alignment with the LDO Transport Assessment. The transport assessments submitted in support of Compliance Applications must include full details of proposed shift patterns and where necessary operational assessment of the impacts at Junction 23 of the M5 and on the A39 between the Site and Junction 23 using the agreed model(s) at agreed peak and off-peak times.	ES Appendix 9.1: Transport Assessment National Highways Consultation Response		

<p>MC 12</p>	<p>Where transport modelling has been required, the cumulative residual impacts of one or more Compliance Application will be tested, and if this is shown to exceed the safe operating capacity of M5 junction 23 and exceed the Gravity Smart Campus pcu traffic level of:</p> <ul style="list-style-type: none"> • AM Peak: 925 trips 2-way subject to a maximum of 575 trips in main direction of travel Eastbound (arrivals). • PM Peak: 750 trips 2-way subject to a maximum of 550 trips in main direction of travel Westbound (departures). • Other Peaks: 925 trips 2-way subject to a maximum of 575 trips in main direction of travel (arrivals or departures) <p>a scheme to accommodate the number of trips generated they shall be progressed through the S106 governance for the TIMG and EZ Board if the transport modelling identifies this is necessary. A scheme will need to be delivered through the use of retained business rates and the Locality Investment Plan process for funding to provide additional highway capacity to at least mitigate the additional impacts of the Gravity development, should the transport modelling identify a scheme at M5 junction 23 is required. At present the pcu traffic level is not known, therefore a scheme shall be identified, and agreed by the TIMG and EZ Board, and shall be complete prior to an agreed Gravity pcu traffic level which is currently unknown, and this shall be agreed and monitored as part of the Gravity Monitor and Manage approach to transport.</p>	<p>ES Appendix 9.1: Transport Assessment</p> <p>National Highways Consultation Response</p>		
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MC13	An Ecological Mitigation and Management Strategy (EMMS) must be prepared for the Site prior to the approval of the first Compliance Application. The EMMS must include consideration of the maintenance / management measures associated with onsite ecological networks and features that are to be retained, enhanced and created within the Proposed Development.	ES Appendices 12.1 – 12.9: Ecology Baseline Reports		
MC14	Each Compliance Application must confirm (in accordance with the NPPF) that all built development is located in a compatible flood zone (as defined by the site-specific flood modelling) defined by flood risk vulnerability and include setting of finished floor and ground levels.	ES Appendix 13.1: Flood Risk Assessment EA/LLFA Consultation Responses		
MC15	Each Compliance Application must confirm that it meets the requirements of the Surface Water Drainage Strategy to control outflows to receiving systems and manage surface water sustainably within the Site and manage offsite 'exceedance' flows, as appropriate, in agreement with the LLFA (Lead Local Flood Authority) and LPA.	ES Appendix 13.2: Surface Water Drainage Strategy National Highways Consultation Response		
MC16	An Environmental Colour Assessment (ECA) must be undertaken in consideration of the whole Site in accordance with Landscape Institute Guidance Note: Environmental Colour Assessment 04/18 by the first occupier. Each subsequent Compliance Application must reference and consider the original ECA.	ES Chapter 14: Landscape and Visual		

MC17	<p>Each Compliance Application must consider archaeological mitigation set out within the Written Scheme of Investigation (WSI) and confirm how the requirements have been satisfied or will be satisfied in the context of the proposal.</p> <p>Any further work / mitigation required by the WSI shall be set out within the compliance application, including how any post-excavation analysis, results reporting, and archiving will be secured.</p>	<p>ES Chapter 16: Cultural Heritage Appendix 16.1: Geophysical Survey</p> <p>Written Scheme of Investigation</p> <p>South West Heritage Trust Consultation Response</p>		
MC18	<p>Each compliance application must consider impacts upon the significance of designated heritage assets based on a change in their setting by way of a proportionate assessment which identifies the level of harm in accordance with the NPPF. This should include an assessment of the following designated heritage assets and in particular, views to and from the asset and their landscape setting, itemised as follows:</p> <p>Item 1) views to and from the asset, including the Grade I listed Church of St Michael and All Angels (NHLE 1344664), Grade I listed Church of St Mary (NHLE 1060144) and Grade II listed Manor Farmhouse (NHLE 1060137).</p> <p>Item 2) landscape settings, including from Brent Knoll Scheduled Monument (NHLE 1008248) and from Glastonbury Tor Scheduled Monument and Grade I Listed Building (NHLE 1019390, 1345475).</p> <p>Any mitigation should seek to ensure there is no or minimal conflict between the heritage asset's conservation or any aspect of the proposal. Proposed mitigation should be set out in the form of design</p>	<p>ES Chapter 16: Cultural Heritage ES Appendix 3.1a: Land Use Parameter Plan</p> <p>Historic England Consultation Response</p> <p>Heritage Technical Note</p>		

	measures to accommodate the built structures in a way that will positively respond to the setting of the designated heritage assets.			
MC19	Each Compliance Application must demonstrate how it complies with the Operational Waste Management Strategy (OWMS) during operation.	ES Appendix 3.2 Operational Waste Management Strategy.		
MC20	Where publicly accessible facilities are proposed, the management procedures for those facilities should be specified to ensure that facilities are maintained appropriately.	ES Health, Social and Wellbeing Chapter		
MC21	Where a compliance application involves the loss of sports facilities, consideration shall be given to the relocation or retention of that provision on or off site.	Sport England Consultation Response		
MC22	If, during development of any approved compliance scheme, contamination not previously identified is found to be present a remediation strategy detailing how this contamination will be dealt shall be submitted to and approved in writing by the Local Planning Authority prior to further works taking place (unless agreed in writing with the LPA). The remediation strategy shall be implemented as approved.	EA Consultation Response		
C3 Dwelling Houses				
MC23	Any Compliance Application which includes Dwelling Houses must include a report setting out how the recommendations outlined in the Phase 1 Land Condition Report (including further assessment and agreeing building radon protection with Building Control) will be implemented.	Phase 1 Land Condition Report		

MC24	Any Compliance Application which includes Dwelling Houses must include details of the provision of play space, open space, physical recreation, and local food growing and any impacts upon, and mitigation to, local healthcare and education provision in accordance with locally adopted standards.	ES Health, Social and Wellbeing Chapter SCC Consultation Response		
MC25	Any Compliance Application which includes Dwelling Houses must comply with Building Regulations (M4), wheelchair accessibility and energy efficiency standards.	ES Health, Social and Wellbeing Chapter		
MC26	Any Compliance Application which includes Dwelling Houses must include a Noise Strategy that seeks to deliver the optimum acoustic outcome for the Site, in accordance with locally adopted standards.	ES Chapter 10: Noise and Vibration		

Design Principles

The Design Principles are set out in the Design Guide. The proposals must identify how these principles and the further considerations have been met. Set out the response to each Design Principle in the table below.

Parameter	Design Principle Reference from the Design Guide	Applicant Response
Land Use	LU1 – Locate the largest scale uses to the northern and central parts of the site.	
	LU2 – Locate the smaller scale and lower uses in the southern part of the site.	
	LU3 – Make efficient use of land.	
	LU4 – Locate plant, storage yards and servicing out of sight from the main entrances, streets, spaces, and amenity areas.	
	LU5 – Plan the layout of the site to put people first creating a campus to attract and retain a workforce.	
	LU6 – Ensure uses at the south-west and south-east corners of the site create a positive relationship with Woolavington and Puriton.	
Transport – Strategic Infrastructure	ST1 – Manage HGV's to operate safely with pedestrians, cyclists, and micro mobility.	
	ST2 – Prioritise pedestrian / cycle / micro mobility users.	

	ST3 – Adopt a strategic approach to parking provision.	
	ST4 – Provide accessible mobility hubs.	
	ST5 – Accommodate high levels of public transport provision.	
Transport – Micro Mobility	TM1 – Micro mobility should be designed as an integral part of site layout.	
	TM2 – Streets must be designed for everyone.	
	TM3 – Design to create safe micro mobility routes and connections.	
Building Heights	BH1 – Locate taller buildings towards the middle and northern part of the site.	
	BH2 – Design to mitigate, where possible, the landscape, visual and heritage impacts identified in the ES and supporting documentation.	
	BH3 – Use building heights to increase the legibility of the development.	
	BH4 – Locate lowest buildings along Woolavington Road and adjacent to Puriton / Woolavington.	
	BH5 – An innovative approach to design and materials which considers the landscape, visual and heritage impact of the building(s).	
Strategic Landscape	SL1 – Create a strong strategic landscape mitigation at the edges of the site to mitigate, landscape visual and heritage impacts identified in the ES and supporting documentation.	
	SL2 – Create edges to Puriton, Woolavington and Woolavington Road that integrate the Smart Campus with its surrounding community through the use of planting and open space provision.	
	SL3 – Ensure that internal streets and spaces have a landscape structure which makes them attractive to occupiers and their workforce.	
	SL4 – Consider opportunities to integrate the biodiversity potential of the site with its operational requirements.	
	SL5 – Ensure drainage features and waterbodies are integrated into the Smart Campus.	
	SL6 – Recognise key arrival points within the site and areas where routes come together as “placemaking nodes”.	
Infrastructure and Utilities	IU1 – Leverage the value of national infrastructure.	
	IU2 – Infrastructure and utilities designed to support the clean growth and smart campus vision for the site.	
	IU3 – Integration of Multi-Use Service Trenches within streets.	

LDO Conditions

The following Conditions set out within the LDO need to be satisfied. Please provide details in the table below.

Condition	Item	Applicant Response
Condition 1	<p>The LDO and the terms within it will be active for a period of 15 years following the day of its adoption and will expire following this period. The Local Planning Authority (LPA) will review progress with the LDO on the 5th anniversary of its adoption to be able to fully reflect on the continued suitability of the LDO in the light of any changes to planning policy. The review will be completed with 28 days of the 5th anniversary and at the end of the review the LPA will determine whether to:</p> <p>a) Retain the LDO as it stands for the remaining 10 years of its life; b) Retain but revise some elements; or c) Revoke and cancel the LDO</p> <p>Development which has commenced under the provisions of the LDO can be completed in the event that the LDO is revoked or revised or expires. This is subject to the LPA's confirmation of compliance issued under the Pre-Development process.</p>	N/A
Condition 2	No development shall commence in relation to a particular part of the site until an Application for Compliance Form for that part of the site has been completed, submitted to and approved by the LPA.	
Condition 3	The development permitted by this Order shall not be carried out other than in complete accordance with the criteria and conditions set out within this LDO and the accompanying Design Guide, with the exception of material amendments submitted to and approved in writing by the LPA.	
Condition 4	No development shall commence on any part of the site until a Notice of Compliance for that part of the site has been issued by the LPA.	N/A
Condition 5	Development shall be carried out in accordance with the information provided and to which the Notice of Compliance has been granted, and to any additional conditions imposed by the LPA forming part of the Notice of Compliance.	
Condition 6	Not less than 14 days prior to the commencement of development on that part of the site an LDO Commencement Notice shall be submitted to the LPA.	

Section 106 Agreement

Planning Obligations set out within the Gravity LDO Section 106 Agreement must be satisfied by the developer as part of the compliance process. Details of compliance with the Section 106 Agreement will need to be submitted in support of your application.

Fees and Submission

Please submit your application electronically to
development.management@sedgemoor.gov.uk

All applications are charged at an equivalent of 50% discounted from the outline fee levels as set out in the national planning fee regulations. This equates to the following charges for compliance applications under the Gravity LDO:

- Less than 2.5ha – £231 for each 0.1ha
- More than 2.5 hectares £5,716 +£69 for each additional 0.1 hectare
- Maximum fee £150,000

Confirmation

The information I have given in this form and accompanying plans is correct and complete to the best my knowledge and belief.	
Name:	Position (agent/applicant):
Signature:	Date:
LPA Confirmation of Compliance	
Name:	Position
Signature:	Date:

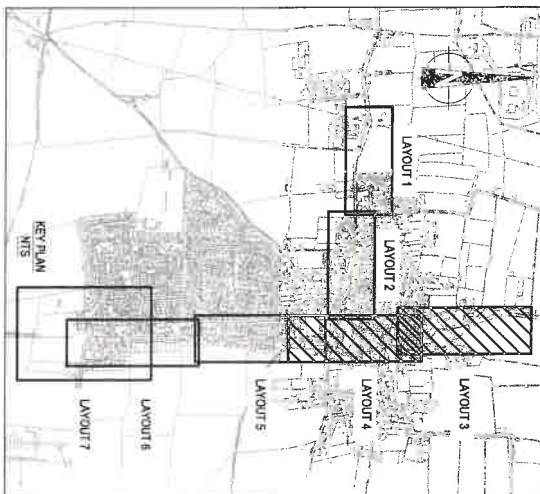
Post Submission Information and Amendments

Upon receipt of this form, accompanying material and the correct payment your application documents will be duly considered within the prescribed 4 - 8-week determination period. Following this period, you will be issued a Certificate of Compliance if your application is determined to be compliant with the parameters of the LDO. Otherwise, you will receive written advice on how to proceed. If you wish to make minor amendments to your proposal, either during the determination period for your compliance application, or following a successful compliance application, please resubmit all of your documents including a re-completed copy of this form with a cover note explaining the extent of such alterations; including clear direction to where such changes are demonstrated within your submission. A fee will not be charged for amendments on such applications; however, this may affect the length of the determination period.

**APPENDIX E -
PLAN NUMBER 1**

APPENDIX F -
PLANS/DRAWINGS

Authorised Officer



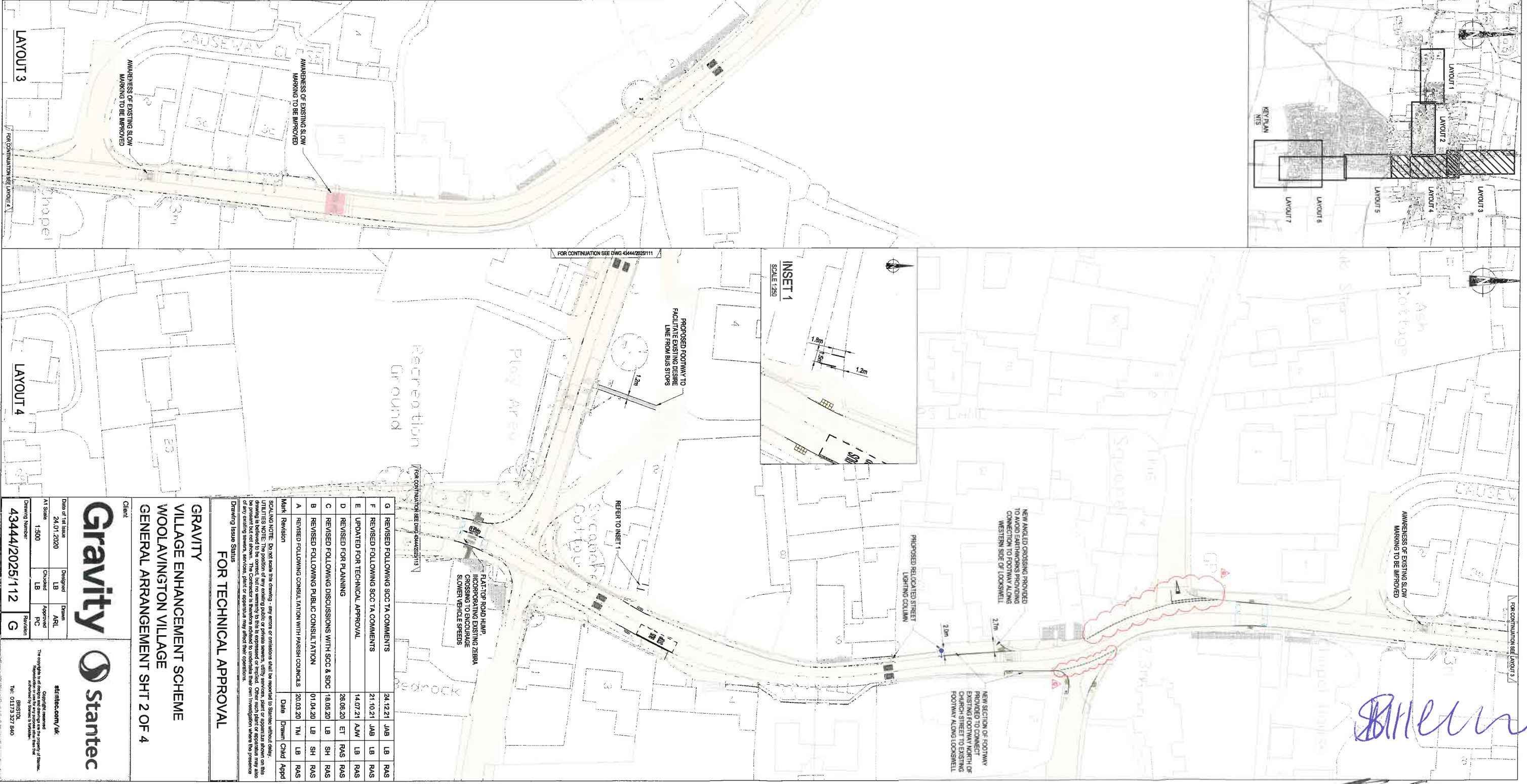
Authorised Officer

- GENERAL NOTES
1. THE CONTRACTOR IS TO CHECK AND VERIFY ALL SITE DIMENSIONS AND LEVELS, INCLUDING DEVIANT LEVELS, BEFORE WORKS START ON SITE. THE CONTRACTOR IS TO COMPLY IN ALL RESPECTS WITH THE CURRENT BUILDING REGULATION, BRITISH STANDARDS, BUILDING REGULATIONS ETC.
 2. POSITIONS OF EXISTING SERVICES/STATIONARY UNDERGROUNDS APPARATUS ADJACENT TO OR CROSSING PROPOSED EXCAVATIONS ARE TO BE CHECKED BY THE CONTRACTOR PRIOR TO STARTING WORK.
 3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH AND CHECKED AGAINST ALL OTHER DRAWINGS, ENGINEERING DETAILS, SPECIFICATION AND ANY STRUCTURAL, GEOTECHNICAL OR OTHER SPECIALIST DOCUMENT PROVIDED.
 4. ANY AMBIGUITY OR CONTRADICTION BETWEEN ANY OF THE ABOVE IS TO BE REPORTED TO THE CONTRACTOR'S ENGINEER.
 5. THIS DRAWING IS A SCHEMATIC FOR CLARITY ONLY. POSITIONS OF PIPE RUNS AND MANHOLES MAY VARY ON SITE DUE TO SITE CONDITIONS.
 6. THE USE OF THIS DRAWING DOES NOT ABSOLVE THE CLIENT FROM HIS RESPONSIBILITIES UNDER HEALTH AND SAFETY. THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015, THE PRINCIPAL DESIGNER IS REQUIRED TO CONTACT STANTEC PRIOR TO PERMITTING THESE DRAWINGS TO BE USED WITH ANY CONSTRUCTION WORKS.
 7. ALL WORKS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS, SOMERSET COUNTY COUNCIL'S ADOPTION STANDARDS AND SEWERS FOR ADOPTION SEVENTH EDITION DATED AUGUST 2012.
 8. ALL WORKS WITHIN THE LIMIT OF THE HIGHWAY SHALL BE SIGNED IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORT'S TRAFFIC SIGNS MANUAL (2006) CHAPTER 8 TRAFFIC SAFETY MEASURES AND SIGNING FOR ROAD WORKS AND TEMPORARY SITUATIONS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT EVERYTHING POSSIBLE IS DONE TO ELIMINATE THE HEALTH AND SAFETY RISKS INVOLVED IN THE UNDERTAKING OF THE CONSTRUCTION WORKS. ONLY CONTRACTORS WHO HAVE A VALID SAFETY POLICY SHOULD BE EMPLOYED. EXAMPLES OF SUCH RISKS AND REQUIREMENTS ARE AS FOLLOWS:

1. ALL LIGHTING CONTROL BOXES AND FEEDER PILLARS TO BE SITED AT THE BACK OF FOOTWAY WHERE POSSIBLE.
2. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS REGARDING WORKING AT HEIGHT.
3. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS WHEN EXCAVATING FOR SERVICE CABLES. ALL EXCAVATIONS TO BE SUITABLY SUPPORTED, PROTECTED AND A SAFE METHOD OF WORKING ADOPTED TO PREVENT RISK OF SERIOUS INJURY.
4. ALL PEDESTRIAN CROSSINGS TO HAVE DROPPED KERBS.
5. ADEQUATE WEARLINES TO BE PROVIDED TO ELIMINATE RISKS TO HEALTH REGARDING NOISE/VIBRATION & DUST WHEN SAW CUTTING THE EXISTING HIGHWAY.
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- KEY
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 - PROPOSED TACTILE PAVING
 - PROPOSED RAISED TABLE RAMPS
 - PROPOSED BOLLARDS
 - PROPOSED SPEED CUSHIONS, TO BE BUILT IN ACCORDANCE WITH SCC STANDARD DETAIL S20700-020 REV A
 - PROPOSED FLAT TOP ROAD HUMP CROSSING RAISED TABLE JUNCTION, TO BE BUILT IN ACCORDANCE WITH SCC STANDARD DETAIL S20700-022 REV A
 - PROPOSED CONTRASTING SURFACE COLOUR
 - PROPOSED FOOTWAY PATH



Gravity

Stantec

Client

GRAVITY VILLAGE ENHANCEMENT SCHEME WOOLAVINGTON VILLAGE GENERAL ARRANGEMENT SHT 2 OF 4

Drawn

24.07.2020

24.07.2020

1:500

43444/2025/112

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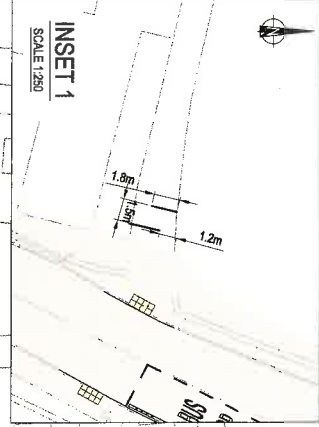
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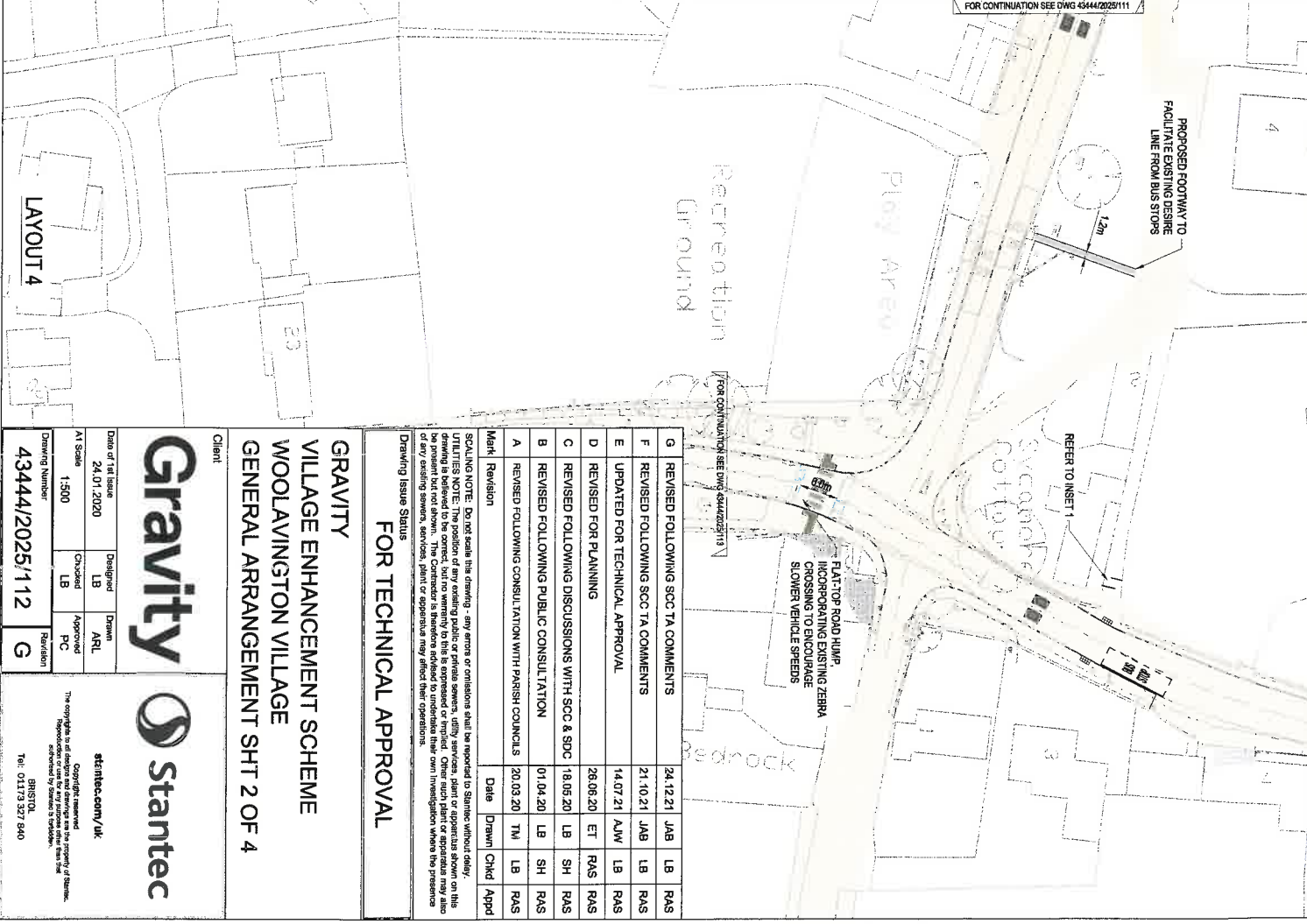
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A	20.03.20	TM	LB	RAS
B	01.04.20	LB	SH	RAS
C	18.06.20	LB	SH	RAS
D	28.08.20	ET	RAS	RAS
E	14.07.21	AMW	LB	RAS
F	21.10.21	JAG	LB	RAS
G	24.12.21	JAG	LB	RAS

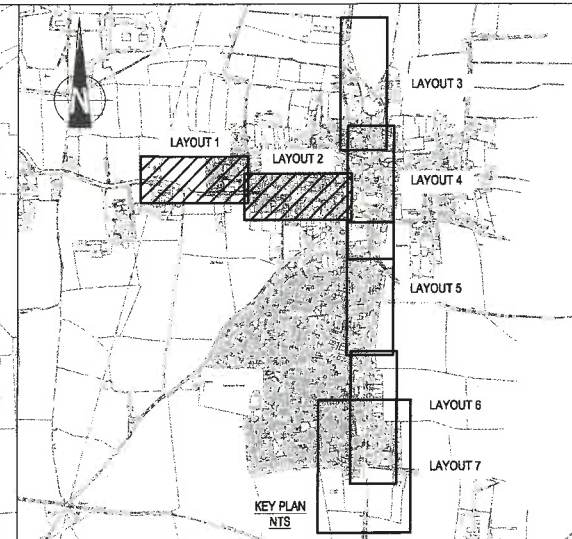
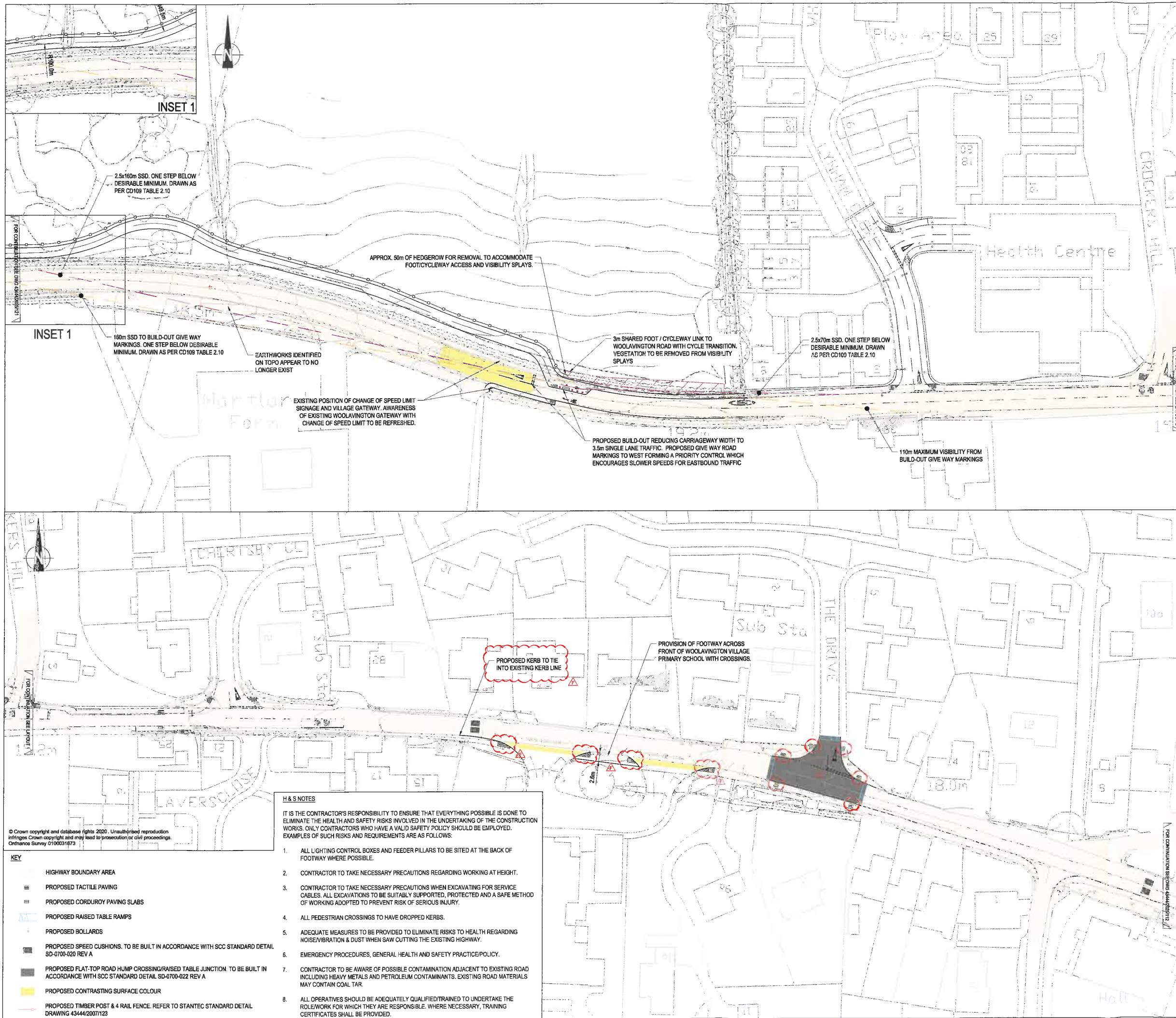
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FOR CONTINUATION SEE DWG 43444/2025/111



INSET 1
SCALE 1:250





- GENERAL NOTES**
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Authorised Officer

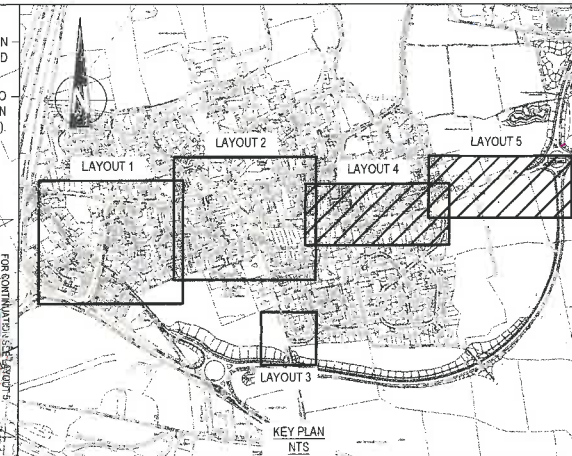
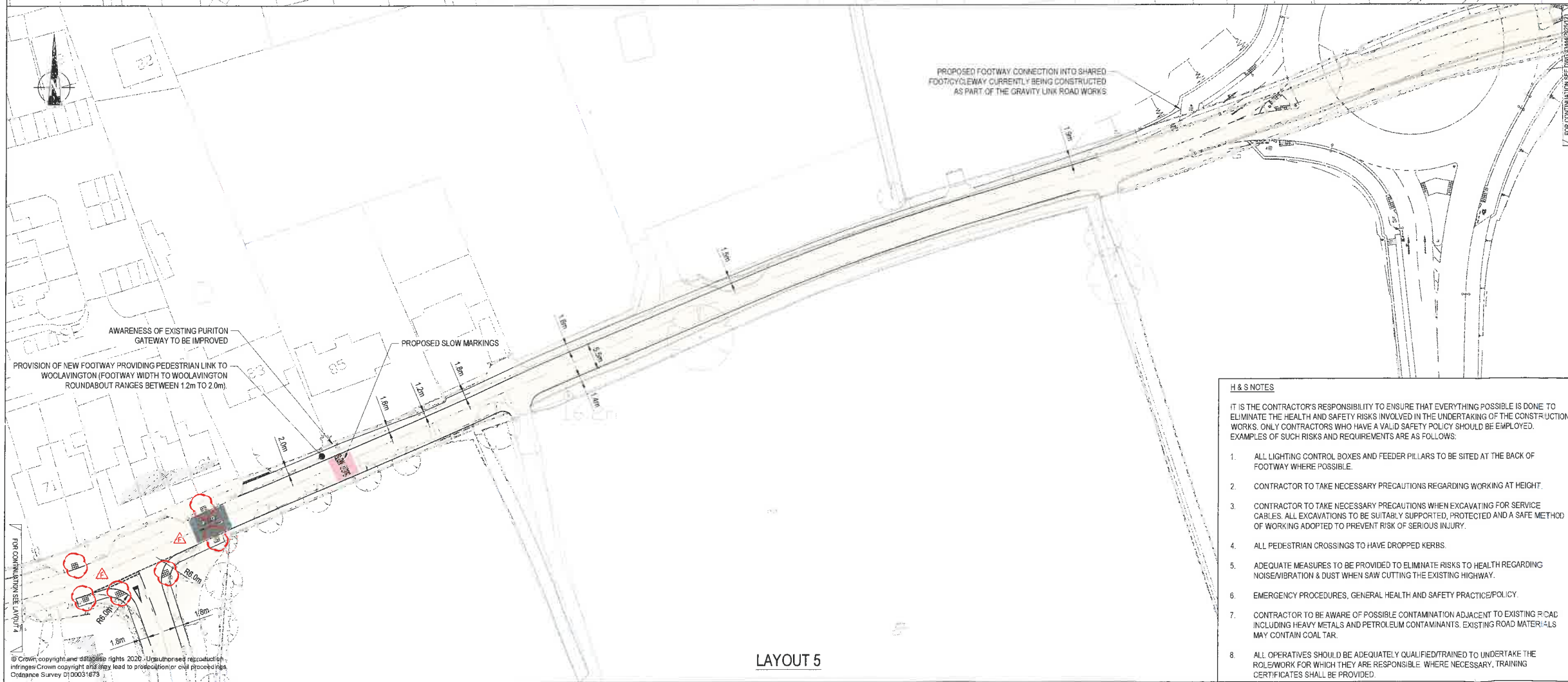
F	REVISED FOLLOWING SCC TA COMMENTS	21.10.21	DL	LB	RAS
E	UPDATED FOR TECHNICAL APPROVAL	14.07.21	AJW	LB	RAS
D	REVISED FOR PLANNING	26.06.20	ET	RAS	RAS
C	REVISED FOLLOWING DISCUSSIONS WITH SCC & SDC	18.05.20	LB	SH	RAS
B	REVISED FOLLOWING PUBLIC CONSULTATION	01.04.20	LB	SH	RAS
A	REVISED FOLLOWING CONSULTATION WITH PARISH COUNCILS	20.03.20	TM	LB	RAS
Mark	Revision	Date	Drawn	Chkd	Appd

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Drawing Issue Status
FOR TECHNICAL APPROVAL

**GRAVITY VILLAGE ENHANCEMENT SCHEME
WOOLAVINGTON VILLAGE
GENERAL ARRANGEMENT SHT 1 OF 4**

Client		Gravity		Stantec	
Date of 1st Issue	24.01.2020	Designed	LB	Drawn	ARL
A1 Scale	1:500	Checked	LB	Approved	PC
Drawing Number	43444/2025/111	Revision	F		
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 - PROPOSED CONTRASTING SURFACE COLOUR

[Signature]

F	REVISED FOLLOWING SCC TA COMMENTS	21.10.21	DL	LB	RAS
E	UPDATED FOR TECHNICAL APPROVAL	14.07.21	AJW	LB	RAS
D	REVISED FOR PLANNING	26.06.20	ET	RAS	RAS
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A	REVISED FOLLOWING CONSULTATION WITH PARISH COUNCILS	20.03.20	TM	LB	RAS
Mark	Revision	Date	Drawn	Chkd	Appd

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FOR TECHNICAL APPROVAL

**GRAVITY VILLAGE ENHANCEMENT SCHEME
PURITON VILLAGE
GENERAL ARRANGEMENT SHT 3 OF 3**

Client

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Date of 1st Issue	Designed	Drawn
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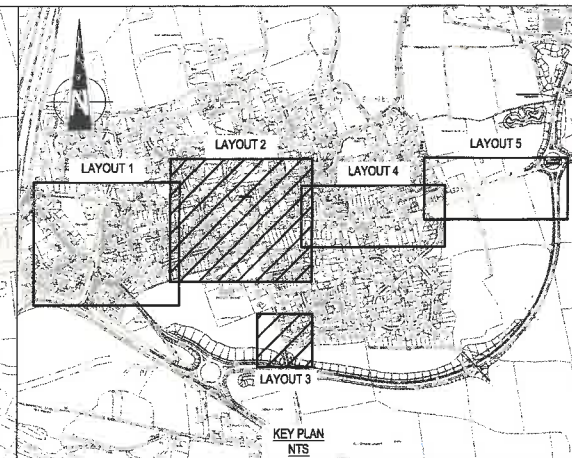
Drawing Number

43444/2025/103

Revision

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 - PROPOSED CONTRASTING SURFACE COLOUR

Authorised Officer
[Signature]

F	REVISED FOLLOWING SCC TA COMMENTS	21.10.21	DL	LB	RAS
E	UPDATED FOR TECHNICAL APPROVAL	14.07.21	AJW	LB	RAS
D	REVISED FOR PLANNING	26.06.20	ET	RAS	RAS
C	REVISED FOLLOWING DISCUSSIONS WITH SCC & SDC	18.05.20	LB	SH	RAS
B	REVISED FOLLOWING PUBLIC CONSULTATION	01.04.20	LB	SH	RAS
A	REVISED FOLLOWING CONSULTATION WITH PARISH COUNCILS	20.03.20	TM	LB	RAS

Mark	Revision	Date	Drawn	Chkd	Appd

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**GRAVITY
VILLAGE ENHANCEMENT SCHEME
PURITON VILLAGE
GENERAL ARRANGEMENT SHT 2 OF 3**

Client

Gravity **Stantec**

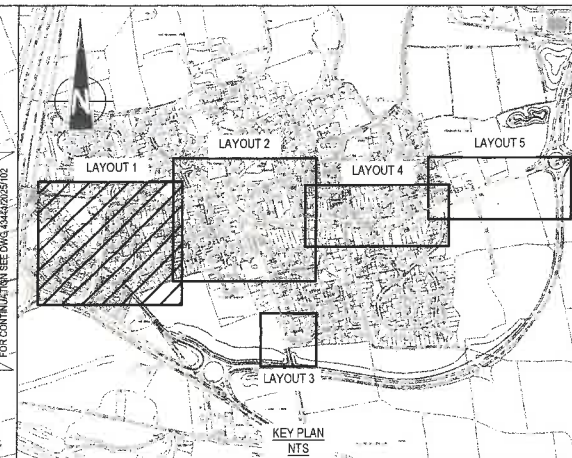
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Date of 1st Issue	Designed	Drawn
24.01.2020	LB	ARL
A1 Scale	Checked	Approved
1:500	LB	PC
Drawing Number	Revision	
43444/2025/102	F	

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[Signature]
Authorised Officer

D	REVISED FOLLOWING SCC TA COMMENTS	21.10.21	DL	LB	RAS
C	UPDATED FOR TECHNICAL APPROVAL	14.07.21	AJW	LB	RAS
B	REVISED FOR PLANNING	26.06.20	ET	RAS	RAS
A	REVISED FOLLOWING CONSULTATION WITH PARISH COUNCILS	20.03.20	TM	LB	RAS

Mark Revision Date Drawn Chkd Appd

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Drawing Issue Status
FOR TECHNICAL APPROVAL

**GRAVITY
VILLAGE ENHANCEMENT SCHEME
PURITON VILLAGE
GENERAL ARRANGEMENT SHT 1 OF 3**

Client

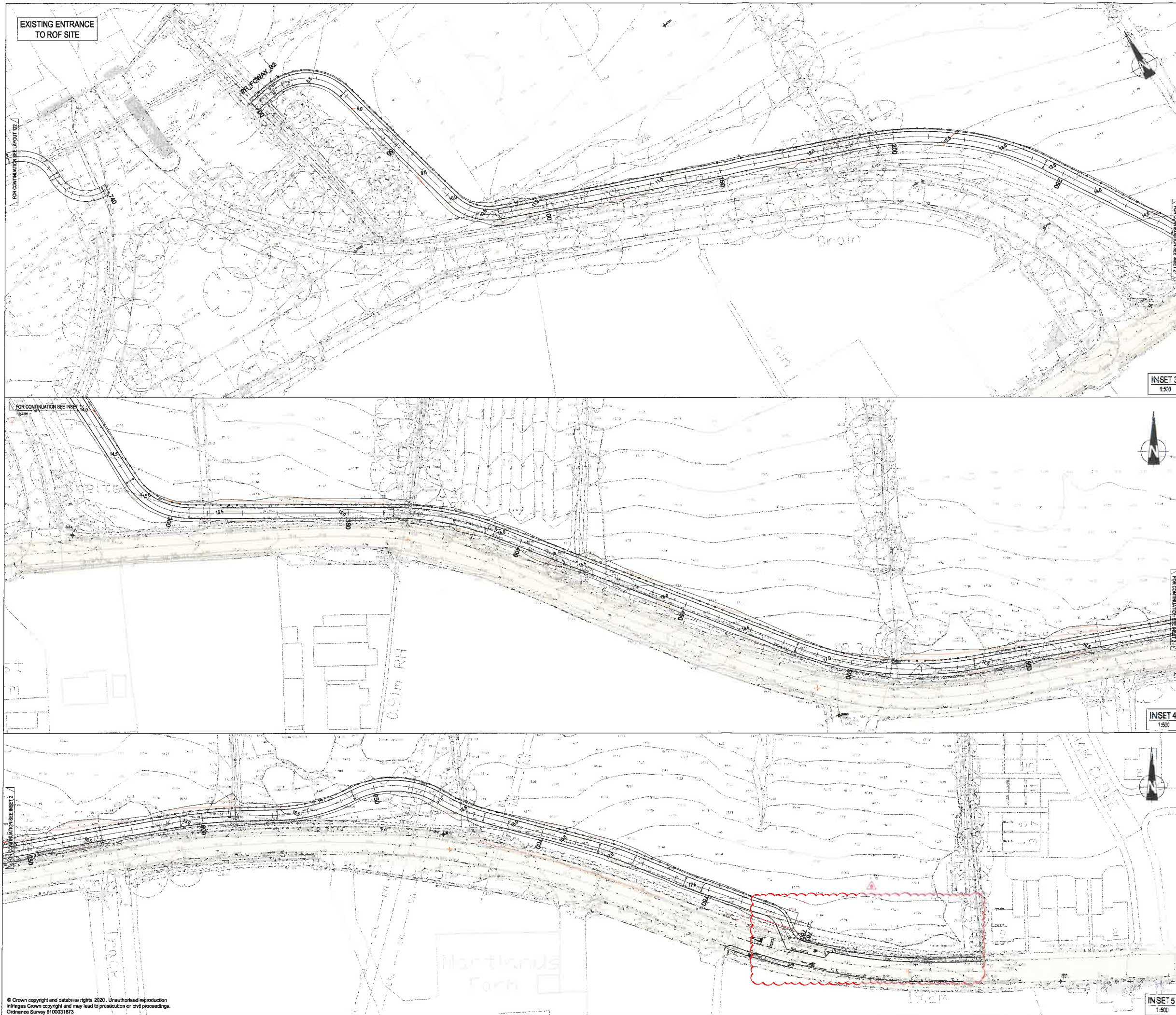
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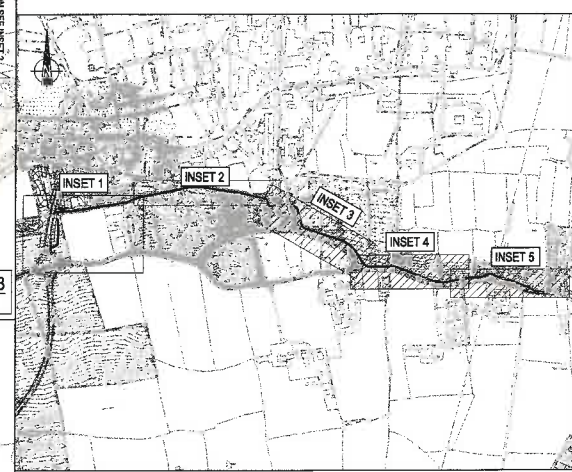
Date of 1st Issue	Designed	Drawn
24.01.2020	LB	ARL
A1 Scale	Checked	Approved
1:500	LB	PC
Drawing Number	Revision	
43444/2025/101	D	

BRISTOL
Tel: 01173 327 840

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JM
Authorised Officer



KEY:

- HIGHWAY BOUNDARY
- TIMBER POST AND 4 RAIL STOCK PROOF FENCE WITH LED SOLAR UPLIGHTS FOR DETAILS SEE STANTEC DRAWING 43444/2025/SD01
- MINOR CONTOURS
- MAJOR CONTOURS

NOTES:

- DO NOT SCALE THIS DRAWING. IF IN DOUBT PLEASE REQUEST FURTHER INFORMATION.
- ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE.
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT CONTRACT DRAWINGS, CONSTRUCTION DETAILS AND SPECIFICATIONS.
- DRAWINGS TO BE READ IN CONJUNCTION WITH THE RICHARDS PARTNERSHIP DRAWINGS.
- FOR LONG SECTIONS REFER STANTEC DRAWINGS 43444/2025/161 - 162.
- FOR DETAILS REFER TO STANTEC DRAWING 43444/2025/SD01.

[Signature]

B	AMENDED FCWAY LAYOUT AT WOOLAVINGTON ENTRANCE	21.10.21	LB	RAS	RAS
A	MINOR AMENDMENTS	14.07.21	IB	LB	RAS
Mark:	Revision	Date	Drawn	Chkd	Appd

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Drawing Issue Status
FOR TECHNICAL APPROVAL

**GRAVITY
VILLAGE ENHANCEMENT SCHEME
FOOT/CYCLEWAY LINK
ENGINEERING LAYOUT SHEET 2 OF 2**

Client

Gravity

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Date of 1st Issue 25.06.2020	Designed LB	Drawn ET
A1 Scale 1:500	Checked RAS	Approved RAS
Drawing Number 43444/2025/123	Revision B	

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FOR CONTINUATION SEE DWG 43444/2025/113



GENERAL NOTES

1. THE CONTRACTOR IS TO CHECK AND VERIFY ALL SITE DIMENSIONS AND LEVELS, INCLUDING SEWER INVERT LEVELS, BEFORE WORKS START ON SITE. THE CONTRACTOR IS TO COMPLY IN ALL ASPECTS WITH THE CURRENT BUILDING LEGISLATION, BRITISH STANDARDS, BUILDING REGULATIONS ETC.
2. POSITIONS OF EXISTING SERVICES/UTILITY UNDERTAKERS, APPARATUS ADJACENT TO OR CROSSING PROPOSED EXCAVATIONS ARE TO BE CHECKED BY THE CONTRACTOR PRIOR TO STARTING WORK.
3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH AND CHECKED AGAINST ALL OTHER DRAWINGS, ENGINEERING DETAILS, SPECIFICATION AND ANY STRUCTURAL, GEOTECHNICAL OR OTHER SPECIALIST DOCUMENT PROVIDED.
4. ANY ANOMALY OR CONTRADICTION BETWEEN ANY OF THE ABOVE IS TO BE REPORTED TO STANTEC'S ENGINEER.
5. THIS DRAWING IS A SCHEMATIC FOR CLARITY ONLY. POSITIONS OF PIPE RUNS AND MANHOLES MAY VARY ON SITE DUE TO SITE CONDITIONS.
6. THE USE OF THIS DRAWING DOES NOT ABSOLVE THE CLIENT FROM HIS RESPONSIBILITIES UNDER HEALTH AND SAFETY, THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015. THE PRINCIPAL DESIGNER IS REQUIRED TO CONTACT STANTEC PRIOR TO PERMITTING THESE DRAWINGS TO BE USED WITH ANY CONSTRUCTION WORKS.
7. ALL WORKS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS, SOMERSET COUNTY COUNCIL'S ADOPTION STANDARDS AND SPECIFICATIONS FOR ADOPTION SEVENTH EDITION DATED AUGUST 2012.
8. ALL WORKS WITHIN THE LIMIT OF THE HIGHWAY SHALL BE SIGNED IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORT'S TRAFFIC SIGNS MANUAL (2009) CHAPTER 8 'TRAFFIC SAFETY MEASURES AND SIGNING FOR ROAD WORKS AND TEMPORARY SITUATIONS'.

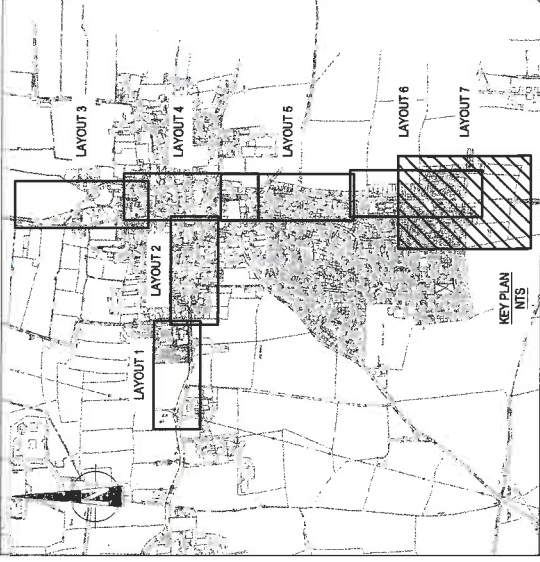
H&S NOTES

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT EVERYTHING POSSIBLE IS DONE TO PREVENT ACCIDENTS AND INJURIES. THE CONTRACTOR MUST BE AWARE OF THE UNDERSTANDING OF THE CONSTRUCTION WORKS. ONLY CONTRACTORS WHO HAVE BEEN TRAINED AND CERTIFIED SHOULD BE EMPLOYED. EXAMPLES OF SUCH RISKS AND REQUIREMENTS ARE AS FOLLOWS:

1. ALL LIGHTING CONTROL BOXES AND FEEDER PILLARS TO BE SITED AT THE BACK OF FOOTWAY WHERE POSSIBLE.
2. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS REGARDING WORKING AT HEIGHT.
3. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS WHEN EXCAVATING FOR SERVICE CABLES. EXCAVATIONS TO BE SUITABLY SUPPORTED, PROTECTED AND A SAFE METHOD OF WORKING ADOPTED TO PREVENT RISK OF SERIOUS INJURY.
4. ALL PEDESTRIAN CROSSINGS TO HAVE DROPPED KERBS.
5. ADEQUATE MEASURES TO BE PROVIDED TO ELIMINATE RISKS TO HEALTH REGARDING NOISE/VIBRATION & DUST WHEN SAW CUTTING THE EXISTING HIGHWAY.
6. EMERGENCY PROCEDURES, GENERAL HEALTH AND SAFETY POLICY/DEPOLICY.
7. CONTRACTOR TO BE AWARE OF POSSIBLE CONTAMINATION ADJACENT TO EXISTING ROAD INCLUDING FUEL TANKS AND PETROLEUM CONTAMINANTS. EXISTING ROAD MATERIALS MAY CONTAIN COAL TAR.
8. ALL OPERATIVES SHOULD BE ADEQUATELY QUALIFIED/TRAINED TO UNDERTAKE THE ROLE/WORK FOR WHICH THEY ARE RESPONSIBLE. WHERE NECESSARY, TRAINING CERTIFICATES SHALL BE PROVIDED.

KEY

- HIGHWAY BOUNDARY AREA
- PROPOSED TACTILE PAVING
- PROPOSED RAISED TABLE RAMPS
- PROPOSED FLAT-TOP ROAD HUMP CROSSING/RAISED TABLE JUNCTION TO BE BUILT IN ACCORDANCE WITH SCC STANDARD DETAIL SC-07/00-022 REV A



Mark	Revision	Date	Drawn	Chkd	Appd
D	REVISED FOLLOWING SCC TA COMMENTS	21.10.21	JAB	LB	RAS
C	UPDATED FOR TECHNICAL APPROVAL	14.07.21	AJW	LB	RAS
B	REVISED FOR PLANNING	26.06.20	ET	RAS	RAS
A	REVISED FOLLOWING CONSULTATION WITH PARISH COUNCIL	20.03.20	TM	LB	RAS

SCALING NOTE: Do not scale this drawing - any errors or omissions shall be reported to Stantec without delay.
UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is for information only. It is not intended to be used as a basis for design or construction. The Contractor shall be responsible for confirming the position of any existing sewers, services, plant or apparatus may affect their operations.

FOR TECHNICAL APPROVAL

GRAVITY
VILLAGE ENHANCEMENT SCHEME
WOOLAVINGTON VILLAGE
GENERAL ARRANGEMENT SHT 4 OF 4

Client

Gravity

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Date of 1st Issue
24.01.2020

Designed
LB

Drawn
ARL

AT Scale
1:500

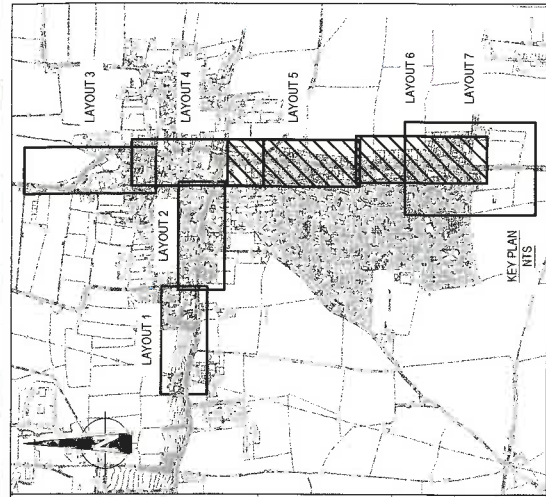
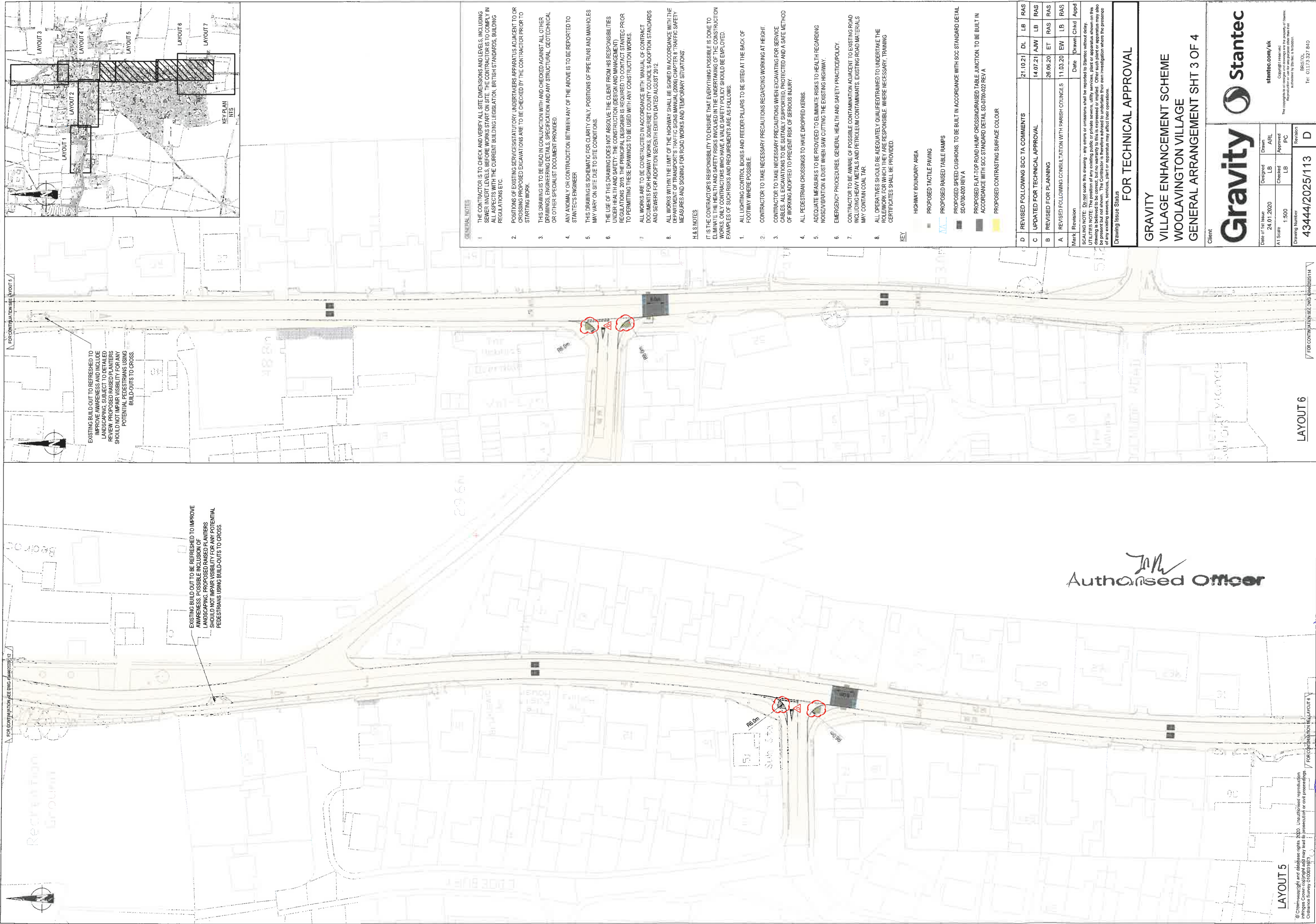
Checked
LB

Approved
PC

Drawing Number
43444/2025/114

Revision
D

Authorised Officer



GENERAL NOTES

1. THE CONTRACTOR IS TO CHECK AND VERIFY ALL SITE DIMENSIONS AND LEVELS, INCLUDING SEWER INVERT LEVELS, BEFORE WORKS START ON SITE. THE CONTRACTOR IS TO COMPLY IN ALL ASPECTS WITH THE CURRENT BUILDING LEGISLATION, BRITISH STANDARDS, BUILDING REGULATIONS ETC.
2. POSITIONS OF EXISTING SERVICES/STATUTORY UNDERTAKERS APPARATUS ADJACENT TO OR CROSSING PROPOSED EXCAVATIONS ARE TO BE CHECKED BY THE CONTRACTOR PRIOR TO STARTING WORK.
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8. ALL WORKS WITHIN THE LIMIT OF THE HIGHWAY SHALL BE SIGNED IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTS' TRAFFIC SIGNS MANUAL (2006) CHAPTER 5 'TRAFFIC SAFETY MEASURES AND SIGNING FOR ROAD WORKS AND TEMPORARY SITUATIONS'.

H & S NOTES

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT EVERYTHING POSSIBLE IS DONE TO ELIMINATE THE HEALTH AND SAFETY RISKS INVOLVED IN THE UNDERTAKING OF THE CONSTRUCTION WORKS. ONLY CONTRACTORS WHO HAVE A VALID SAFETY POLICY SHOULD BE EMPLOYED. EXAMPLES OF SUCH RISKS AND REQUIREMENTS ARE AS FOLLOWS.

1. ALL LIGHTING CONTROL BOXES AND FEEDER PILLARS TO BE SITED AT THE BACK OF FOOTWAY WHERE POSSIBLE.
2. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS REGARDING WORKING AT HEIGHT.
3. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS WHEN EXCAVATING FOR SERVICE CABLES. ALL EXCAVATIONS TO BE SUITABLY SUPPORTED, PROTECTED AND A SAFE METHOD OF WORKING ADOPTED TO PREVENT RISK OF SERIOUS INJURY.
4. ALL PEDESTRIAN CROSSINGS TO HAVE DROPPED KERBS.
5. ADEQUATE MEASURES TO BE PROVIDED TO ELIMINATE RISKS TO HEALTH REGARDING NOISE/VIBRATION & DUST WHEN SAW CUTTING THE EXISTING HIGHWAY.
6. EMERGENCY PROCEDURES, GENERAL HEALTH AND SAFETY POLICY.
7. CONTRACTOR TO BE AWARE OF POSSIBLE CONTAMINATION ADJACENT TO EXISTING ROAD INCLUDING HEAVY METALS AND PETROLEUM CONTAMINANTS. EXISTING ROAD MATERIALS MAY CONTAIN COAL TAR.
8. ALL OPERATIVES SHOULD BE ADEQUATELY QUALIFIED/TRAINED TO UNDERTAKE THE ROLE/WORK FOR WHICH THEY ARE RESPONSIBLE. WHERE NECESSARY, TRAINING CERTIFICATES SHALL BE PROVIDED.

KEY

- HIGHWAY BOUNDARY AREA
- PROPOSED TACTILE PAVING
- PROPOSED RAISED TABLE RAMPS
- PROPOSED SPEED CUSHIONS. TO BE BUILT IN ACCORDANCE WITH SCC STANDARD DETAIL SD-0700-020 REV A
- PROPOSED FLAT TOP ROAD HUMP CROSSING/RAISED TABLE JUNCTION. TO BE BUILT IN ACCORDANCE WITH SCC STANDARD DETAIL SD-0700-022 REV A
- PROPOSED CONTRASTING SURFACE COLOUR

D	REVISED FOLLOWING SCC TA COMMENTS	21.10.21	DL	LB	RAS
C	UPDATED FOR TECHNICAL APPROVAL	14.07.21	AJM	LB	RAS
B	REVISED FOR PLANNING	26.06.20	ET	RAS	RAS
A	REVISED FOLLOWING CONSULTATION WITH PARISH COUNCIL'S	11.03.20	EW	LB	RAS

Mark	Revision	Date	Drawn	Chkd	Appd

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Drawing Issue Status

FOR TECHNICAL APPROVAL

GRAVITY
VILLAGE ENHANCEMENT SCHEME
WOOLAVINGTON VILLAGE
GENERAL ARRANGEMENT SHT 3 OF 4

Client

Date of 1st Issue
24.01.2020

Designed
LB

Drawn
ARL

AT Scale
1:500

Checked
LB

Approved
PC

Drawing Number
43444/2025/1/13

Revision
D

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LAYOUT 5

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FOR CONTINUATION SEE DWG 43444/2025/1/14

LAYOUT 6

FOR CONTINUATION SEE DWG 43444/2025/1/14

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Signature