

BANBURY 12 MEETING – LAND NORTHEAST OF OXFORD ROAD, WEST OF CANAL & EAST OF BANKSIDE, BANBURY – APPLICATION 19/01047/OUT

08 August 2023

MINUTES

	Item	Lead	Actions
1.	<ul style="list-style-type: none"> • Attendees – Andy Bateson & Tom Darlington (CDC); Nick Duckworth & Laurence Dungworth (Hallam Land) • Apologies – Stephen Hinds, Andrew Low & Paul Seckington (CDC) 		
2.	<ul style="list-style-type: none"> • ND <ul style="list-style-type: none"> ○ Shoosmiths instructed by Hallam to send letter to CDC summarizing agreed proposals for a 5-year Option for Tilstone to take New College land (fee of £1) to facilitate move of BUFC from Bankside. Also, a separate 125-year Lease arrangement on exercise of that Option by Tilstone (fee of £250k) for a relocation of BUFC to New College land at Banbury 12. Letter should be sent to CDC on either 9th or 10th August. • TD <ul style="list-style-type: none"> ○ Tom has liaised with both Tilstone & BUFC and doesn't believe that BUFC aspirations for improved re-provision facilities is holding things up on a relocation of the club. ○ Sport England have told Tilstone they will only accept 'like-for-like' provision for a relocation of BUFC – at an estimated cost of £2.5-£3m. • AB <ul style="list-style-type: none"> ○ Tilstone explained more than a year ago that they wished to redevelop all their Banbury 1 Bankside site (inc. BUFC) with commercial B8 warehousing. They recognise they need to find an acceptable alternative location for BUFC to move to before they can secure consent for any such redevelopment. ○ No application has been submitted yet and no approach has been made by Tilstone to CDC Planning for over a year. 		<p align="center">Shoosmiths</p>

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	<ul style="list-style-type: none"> • ND <ul style="list-style-type: none"> ○ The draft Hallam/New College & Tilstone Option agreement would give Tilstone a 5-year period within which to take up a 125-year lease on the land next to Banbury Rugby club for BUFC to move to. Tilstone will be permitted under Option and Lease arrangements to construct own access to Oxford Road, if Hallam's road has been delayed for any reason. • TD/AB <ul style="list-style-type: none"> ○ What, if any, guarantee would there be that Tilstone would exercise their Option and take on the 125-year Lease? As described, if Tilstone let their Option lapse, there appears to be no basis upon which to secure the relocation of BUFC to Banbury 12. • ND <ul style="list-style-type: none"> ○ Hallam have had no direct contact with BUFC but understand it's in Tilstone interest to secure relocation to facilitate redevelopment of their own land. If CDC are worried about Tilstone intentions, Hallam queried what if the same Option and Lease arrangement are signed to CDC instead? • TD <ul style="list-style-type: none"> ○ CDC Property representatives would be best placed to answer that query. ○ Why can't the same Option and Lease terms be agreed directly between Hallam/New Collage and BUFC? • AB <ul style="list-style-type: none"> ○ CDC Officers need to be able to demonstrate to Members that any S106 agreement reached, and any planning permission granted is associated with a mechanism that will ensure delivery of a relocated BUFC. We will await the Shoosmiths letter but, as described, the mechanism suggested does not appear to guarantee a relocation of BUFC from Bankside/Banbury 1 to Oxford Road/Banbury 12. • LD <ul style="list-style-type: none"> ○ AB needs to instruct Sophie Hoffman at Browne Jacobson to respond to Oliver Martin at Shoosmiths with answers to his outstanding S106 queries including confirmation that the submitted Sports Pavilion Specification is OK – page 14 definition [TD confirmed it is] Third & Fourth Schedules – Open/Play/Sports Space/Provision & Contributions – are triggers acceptable? [TD mostly yes but seeking to split some from 100% at 500 & 600 as currently offered to 50% at 300 and further 50% at 600 & 800 instead]; 	<p>DP</p>	<p>TD to relay query to Stephen Hinds</p> <p>ND/LD to consider</p> <p>AB to consider Shoosmiths letter upon receipt, consult with colleagues and respond</p> <p>AB to instruct Browne Jacobson to respond to Shoosmiths in respect to all these matters</p>

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	Clause 10.16 mortgagee liability & Second Schedule – Affordable Housing are acceptable to CDC Housing [Ewan Stewart confirms they are].		AB to confirm
3.	<p>Date of Next Meeting</p> <ul style="list-style-type: none"> TBC – Between 21st – 29th August depending upon diary availabilities 		TBC – please express preferences