

DATED 26 January 2023

(1) HOWES LANE PROJECTS LLP

and

(2) CHERWELL DISTRICT COUNCIL

and

(3) OXFORDSHIRE COUNTY COUNCIL

PLANNING OBLIGATION BY AGREEMENT
under section 106 of the Town and Country Planning
Act 1990 (as amended) and section 111 of the Local
Government Act 1972 and section 1 of the Localism
Act 2011 relating to land adjoining and North East of A-
4095 and adjoining and South West of Howes Lane,
Bicester, Oxfordshire

Application: 21/03177/F
County Ref: 57510

CERTIFIED A TRUE COPY OF THE ORIGINAL
this 30 day of January 2023
Stephena Johnson UK LLP

STEPTOE & JOHNSON UK LLP
5 ALDERMANBURY SQUARE
LONDON EC2V 7HR

CONTENTS

Clause		
1	DEFINITIONS	1
2	INTERPRETATION	5
3	LEGAL BASIS	5
4	CONDITIONALITY AND OWNER'S COVENANTS	6
5	DISTRICT COUNCIL'S AND COUNTY COUNCIL'S OBLIGATIONS	6
6	MISCELLANEOUS	7
7	DISPUTE RESOLUTION	8
8	WAIVER	8
9	NO FETTER	9
10	CHANGE OF OWNERSHIP	9
11	NOTIFICATION	9
12	INTEREST	9
13	VAT	9
14	NOTICE	9
15	JURISDICTION	10
16	DELIVERY	10
	SCHEDULE 1 - BIODIVERSITY OFF-SET CONTRIBUTION	11
	SCHEDULE 2 - TRAINING AND EMPLOYMENT PLAN	12
	SCHEDULE 3 - MONITORING	14
	SCHEDULE 4 - PUBLIC ART CONTRIBUTION	15
	SCHEDULE 5 - PUBLIC TRANSPORT SERVICE CONTRIBUTION	16
	SCHEDULE 6 – PUBLIC TRANSPORT INFRASTRUCTURE CONTRIBUTION	17
	SCHEDULE 7 - RIGHTS OF WAY CONTRIBUTION	18
	SCHEDULE 8 - TRAVEL PLAN MONITORING CONTRIBUTIONS	19
	SCHEDULE 9– STRATEGIC HIGHWAY - SAFEGUARDING	19
	SCHEDULE 10 – HIGHWAY WORKS	24
	APPENDIX 1 - PLAN	28
	APPENDIX 2 - CONSTRUCTION STAGE MONITORING SCHEDULE	29

APPENDIX 3 - POST OCCUPANCY MONITORING SCHEDULE	30
APPENDIX 4 – ROUTEING AGREEMENT	31
APPENDIX 5 – ACCESS LICENCE (STRATEGIC HIGHWAY)	32
APPENDIX 6 – DRAFT S278 AGREEMENT	33
APPENDIX 7 – S278 WORKS PLAN (INDICATIVE)	34
APPENDIX 8 – MAJOR INFRASTRUCTURE SCHEMATIC PLAN	35

THIS AGREEMENT IS MADE ON

26 January

2023

This Agreement is entered into by:-

- (1) **HOWES LANE PROJECTS LLP** (Company Registration Number OC374499) whose registered office is at Penrose House, 67 Hightown Road, Banbury OX16 9BE (the "Owner");
- (2) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA (the "District Council"); and
- (3) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (the "County Council").

WHEREAS:-

IT IS AGREED as follows:-

- (A) The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated. The County Council is the county planning authority for the purposes of the 1990 Act and for the purposes of the 1980 Act and the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 it is the highway authority and the traffic authority for certain highways in the area which includes the Site
- (B) The Owner is the freehold owner of the Site registered at the Land Registry under Title Number ON271407 but otherwise free from incumbrances as the Owner hereby warrants
- (C) Pursuant to the Application the Owner applied to the District Council for full planning permission for the Development of the Property. On July 14th 2022 the District Council's Planning Committee resolved to refuse to grant planning permission pursuant to the Application and the Owner appealed that decision to the Planning Inspectorate being allocated reference number APP/C3105/W22/3304021. This Agreement has been prepared in contemplation of that appeal. The parties have agreed to enter into this Agreement with the intention that subject to the terms of this Agreement the obligations contained herein may be enforced by the District Council and the County Council against the Owner and their respective successors in title.

1. DEFINITIONS

1.1 For the purposes of this Agreement the following expressions shall have the following meanings:-

"the 1990 Act"	means the Town and Country Planning Act 1990 as amended
"the 1980 Act"	means the Highways Act 1980
Application	means the application for full planning permission submitted to the District Council for the Development validated on 30 th September 2021 and allocated reference number 21/03177/F
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as may be amended from time to time)
"Committed"	means approval by the District Council or the County Council (in accordance with the relevant Councils' standard procedures) of the business case for the infrastructure for the purpose associated with the Contribution and which expressly relies on that Contribution or part of it
"Contribution"	means any contribution payable in accordance with this Agreement

"Councils"	means the District Council and the County Council or either of them as the context permits
"County Council Monitoring Fee"	means the sum of £4600.00 (four thousand six hundred pounds) to be used by the County Council for administration of and monitoring of the compliance with the obligations within this Agreement
"Development"	means the erection of 5 units of floor space for E(g)(iii), B2 and B8 use classes incorporating landscaped areas with a swale and associated utilities and infrastructure, pursuant to the Planning Permission
"District Council Monitoring Fee"	means the sum of £5,000 (five thousand pounds) to be used by the District Council towards the administration of and monitoring of the compliance with the obligations within this Agreement
"District Council Registration Fee"	means the sum of £500 (five hundred pounds) to be used by the District Council towards registering the provisions of this Agreement
"Expert"	means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the parties or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society
"Implementation"	<p>means the carrying out of any material operation (as defined in section 56(4) of the 1990 Act) forming part of the Development other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, or construction of a contractor's compound</p> <p>and "Implement" and "Implemented" shall be construed accordingly</p>
"Index Linked"	<p>Means</p> <ul style="list-style-type: none"> • In relation to the Public Transport Service Contribution adjusted according to any increase occurring between July 2022 and the date payment is made to the Council in the All-Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics or if at any time for any reason it becomes impracticable to use any such index such alternative index as may be agreed between the Owner and the County Council • In relation to the Public Transport Infrastructure Contribution adjusted according to any increase occurring between October 2021 and the date when a relevant payment is paid in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of

Chartered Surveyors weighted in the proportions below set out against each such index namely

Index 1 – Labour and Supervision 25%

Index 2 – Plant and Road Vehicles 25%

Index 3 – Aggregates 30%

Index 9 – Coated macadam and bituminous products 20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owner and the County Council

- In relation to the Travel Plan Monitoring Contribution adjusted according to any increase occurring between December 2021 and the date payment is made to the Council in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics or if at any time for any reason it becomes impracticable to use any such index such alternative index as may be agreed between the Owner and the County Council

- In relation to the Public Rights of Way Contribution adjusted according to any increase occurring between July 2022 and the date when a relevant payment is paid in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely

Index 1 – Labour and Supervision 25%

Index 2 – Plant and Road Vehicles 25%

Index 3 – Aggregates 30%

Index 9 – Coated macadam and bituminous products 20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owner and the County Council

"Index Linked (CPIX)"

means in relation to any contribution payable to the District Council adjusted according to any increase occurring in the monthly All Items Consumer Prices Index published by the Office of National Statistics from October 2022 to the date the payment is made unless expressly stated otherwise

"Interest"

means interest at 4% above the base lending rate of Lloyds Bank plc from time to time and compounded annually

"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission of the Development but not including occupation for the purpose of construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and derived terms shall be construed accordingly
"Original Planning Permission"	the Outline Planning Permission granted by Cherwell District Council reference number 20/03199/OUT
"Original S106 Agreement"	a planning obligation dated 16 July 2019 between (1) the Seller (2) Faccenda Property Limited (3) W H Farms Limited (4) Coldharbour Farming Limited (5) Cherwell District Council and (6) Oxfordshire County Council as varied by an agreement pursuant to s106A of the 1990 Act dated 20 May 2021 and made between (1) the Seller (2) Cherwell District Council (3) Oxfordshire County Council and Others
"Plan"	means the plan with reference 20019-TP 001 F attached to this Agreement at Appendix 1
"Planning Permission"	the planning permission to be issued pursuant to the Application subject to the completion of this Agreement
"Property"	the part of the Site shown edged red on the Plan
"Site"	the land registered at the Land Registry under Title Number ON271407
"Strategic Highway"	means the central spine road and associated roads required to serve the North West Bicester Development as shown indicatively in planning application reference number 14/01968/F or as otherwise authorised and for the purposes of this Agreement also includes save where the context otherwise requires the proposed bus link at the Site to the boundary with the adjoining site registered at the Land Registry under Title Number ON257022
"Working Day(s)"	means any Monday to Friday (other than Bank or public holidays)

2. **INTERPRETATION**

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or part of a schedule or recital or appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or part of a schedule or recital in or appendix to this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 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.
- 2.4 Wherever more than one person is a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- 2.5 "including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly.
- 2.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.
- 2.7 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, permissions and directions for the time being made, issued or given under that Act or deriving validity from it and "statutory requirement" will be construed accordingly.
- 2.8 Reference to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions and any duly appointed employee or agent of the District Council and County Council or such successor.
- 2.9 Save where stated to the contrary, in the event of any conflict between the provisions in the Appendices to this Agreement and the provisions of this Agreement (including the Schedules) the provisions contained in this Agreement (including the Schedules) will prevail.
- 2.10 The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

3. **LEGAL BASIS**

- 3.1 This Agreement is made by deed pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 To the extent that the covenants, restrictions and requirements imposed upon the Owner under this Agreement fall within the terms of section 106 of the 1990 Act such covenants, restrictions and requirements are planning obligations for the purposes of section 106 of the 1990 Act being enforceable (subject to the terms of this Agreement) by the District Council and the County Council as local planning authorities against the Owner in respect of the Property.
- 3.3 To the extent that any of the covenants, restrictions and requirements contained in this Agreement are not planning obligations within the meaning of section 106 of the 1990 Act they are entered into

pursuant to the powers of section 111 and 120 Local Government Act 1972 section 1 Localism Act 2011 and all other enabling powers and are enforceable thereunder.

4. CONDITIONALITY AND OWNER'S COVENANTS

4.1 The obligations and covenants in this Agreement are conditional upon implementation of the Planning Permission save where it is expressly provided either that compliance is required prior to Implementation or that a provision comes into force prior to Implementation.

4.2 The Owner covenants with the District Council:-

4.2.1 as set out in Schedule 1 to Schedule 4 (inclusive) and Schedule 9;

4.2.2 to pay to the District Council no later than the date of this Agreement its reasonable legal costs of and in connection with this Agreement; and

4.2.3 prior to beginning any material operation (as defined in Section 56 of the 1990 Act) to notify the District Council whether it will be implementing either the Original Planning Permission or the Planning Permission on the Property.

4.3 The Owner covenants with the District Council not to implement the Original Planning Permission on the Property where the Owner has notified the District Council that it is implementing the Planning Permission

4.4 The Owner covenants with the County Council:-

4.4.1 as set out in Schedule 5 to Schedule 8 (inclusive) and Schedule 9 and Schedule 10;

4.4.2 not to begin any material operation (as defined in Section 56 of the 1990 Act) in respect of the Development until they have entered into a routeing agreement in the form or substantially in the form of the template document attached to this Agreement at Appendix 4.

4.4.3 to pay to the County Council no later than the date of this Agreement its reasonable legal costs of and in connection with this Agreement;

4.4.4 prior to beginning any material operation (as defined in Section 56 of the 1990 Act) to notify the County Council whether it will be implementing either the Original Planning Permission or the Planning Permission on the Property;

4.4.5 not to implement the Original Planning Permission on the Property where the Owner has notified the County Council that it is implementing the Planning Permission.

4.5 Notwithstanding clauses 4.3 and 4.4.5 of this Agreement, the Implementation of Planning Permission shall not affect the validity of the Original Planning Permission or the ability to implement or carry out development pursuant to the same so far as it relates to land other than the Property.

4.6 The Owner covenants to pay the District Council Monitoring Fee and the District Council Registration Fee to the District Council within 14 days of the grant of Planning Permission.

4.7 the Owner covenants to pay the County Council Monitoring Fee to the County Council within 14 days of the grant of Planning Permission.

5. DISTRICT COUNCIL'S AND COUNTY COUNCIL'S OBLIGATIONS

5.1 The District Council covenants with the Owner as follows:-

5.1.1 to comply with its obligations as set out in Schedule 1 to Schedule 4 (inclusive); and

5.1.2 in the event that any Contribution has not been spent or Committed towards its intended purpose within the period of 15 years from the date of payment to repay within 28 days of a written request from the party that made payment any such unexpended or uncommitted balance together with accrued interest thereon.

5.2 The County Council covenants with the Owner as follows:-

5.2.1 To comply with its obligations as set out in Schedule 5 to Schedule 8 (inclusive); and

5.2.2 that following a written request from the Owner it will repay to the person that made the payment the balance (if any) of a Contribution that has been paid to the County Council which at the date of the receipt of such written request has not been expended provided always that no such request shall be made prior to the expiration of ten (10) years from the date of payment of the Contribution or if later ten (10) years from expiration of the due date for payment of the Contribution together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law. Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date. If capital works have been carried out then commuted sums for maintenance shall not be returnable under this paragraph PROVIDED THAT the County Council shall not be obligated pursuant to this paragraph to return monies that do not relate to County Council functions or have been passed to other persons/bodies other than the County Council

5.2.3 The County Council shall provide to the Owner such evidence, as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the County Council under this Agreement upon receiving a written request from the owner such request not being made more than once in any year

6. MISCELLANEOUS

6.1 Save where indicated to the contrary no provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and by the District Council and the County Council and any successor to the District Council's or the County Council's functions).

6.2 This Agreement shall be registered as a local land charge by the District Council.

6.3 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted. Any deletion of a provision under this clause shall not affect the validity or enforceability of the rest of this Agreement and insofar as reasonably practicable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality.

6.4 This Agreement will come to an end if the Planning Permission is quashed, revoked or otherwise withdrawn before Implementation so as to render this Agreement or any part of it irrelevant, impractical or unviable.

6.5 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Property except they will remain liable for any breaches of this Agreement before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Property in any transfer of the Property will constitute an interest for the purpose of this clause.

6.6 This Agreement shall not be enforceable against:-

6.6.1 any utility companies or statutory undertakers who acquire an interest in the Property for the purpose of providing services to the Property save that any provisions relating to works at the Property and provisions as to use shall be enforceable in respect of its interest in the relevant part of the Property ;

- 6.6.2 the District Council or the County Council or successor in title or assignee of either of them in so far as it holds an interest in any part of the Property as a result of the operation of this Agreement;
- 6.6.3 anyone whose only interest in the Property or any part of it is in the nature of the benefit of an easement or covenant save that any provisions relating to works at the Property and provisions as to use shall be enforceable in respect of such interest in the relevant part of the Property.
- 6.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission other than the Planning Permission, granted (whether or not on appeal) after the date of this Agreement.
- 6.8 Where the approval agreement or consent of the District Council or the County Council or the Owner is required under the terms of this Agreement it shall not be unreasonably withheld or delayed.

7. **DISPUTE RESOLUTION**

- 7.1 If a dispute between the Owner and the District Council persists beyond 10 Working Days and relates to any matter contained in this Agreement (but excluding any matter of law) the Owner may submit to the District Council notice stating that they intend to refer the dispute to an Expert and allow it a maximum of 20 Working Days to consider the same and give written notice to the Owner as to whether it is content for the dispute to be referred to an Expert.
- 7.2 If the District Council issues written notice stating that it is content for the dispute to be referred to an Expert pursuant to clause 7.1 above then the Owner shall refer the dispute to an expert on the following terms:-
- 7.2.1 each party will bear its own costs and the Expert's costs will be paid as determined by him/her;
- 7.2.2 the Expert will be appointed subject to an express requirement that he must reach his/her decision and communicate it to the parties within the minimum practical timescales allowing for the nature and complexity of the dispute, and in any event not more than 20 Working Days from the date of his/her appointment to act;
- 7.2.3 the Expert's decision will be given in writing with reasons and in the absence of manifest error will be binding on the parties; and
- 7.2.4 the Expert will be required to give notice to each of the parties, inviting each of them to submit to him/her if they so wish within 10 Working Days written submissions and supporting material and will afford to the parties an opportunity to make counter submissions if they so wish within a further 5 Working Days in respect of any such submission and supporting material.
- 7.3 In the event that the District Council issues written notice within the period specified in clause 7.1 above which states it does not wish the dispute to be referred to an Expert or no written notice is issued by the District Council then the dispute shall not be referred to an Expert and other dispute resolution may be pursued by the Owner.

8. **WAIVER**

No waiver (whether expressed or implied) of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default. No alteration in the terms of this Agreement nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Agreement shall in any way release the Owner from any liability under this Agreement

9. **NO FETTER**

Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of their respective functions in any capacity.

10. **CHANGE OF OWNERSHIP**

The Owner covenants with the District Council and the County Council to give the District Council and the County Council written notice as soon as possible of any change in ownership of any of its interests in the Property occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Property or unit of occupation purchased by reference to a plan.

11. **NOTIFICATION**

11.1 The Owner covenants with the District Council and separately the County Council to notify the District Council and separately the County Council in writing as soon as possible (and in any event no later than 14 Working Days) after the occurrence of each of the following events and to specify in the notification the date on which it occurred:-

11.1.1 the proposed date of Implementation of the Development no later than three months in advance and which of the Original Planning Permission or Planning Permission is being Implemented;

11.1.2 the proposed and actual date of Occupation of any part of the Development.

12. **INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13. **VAT**

All consideration given in accordance with the terms of this Agreement shall be exclusive of any Value Added Tax properly payable and the Owner shall pay to the District Council and separately to the County Council any Value Added Tax properly payable on any sums paid to the District Council and/or the County Council or works undertaken under this Agreement upon presentation of a valid Value Added Tax invoice addressed to the Owner.

14. **NOTICE**

14.1 Any notice or notification to be given under this Agreement shall be sent:-

14.1.1 to the District Council to the Assistant Director – Planning and Development of the District Council (Application Reference 21/03177/F) at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA or to such other person at such other address as the District Council shall from time to time direct;

14.1.2 to the County Council to The Director for Environment and Place (Application Reference 21/03177/F) at the County Council County Hall, New Road Oxford OX1 1ND or to such other person at such other address as the County Council shall direct from time to time;

14.1.3 to the Owner c/o Albion Land Limited, Holdenby House, Holdenby, Northampton NN6 8DJ or to such other address as the Owner shall direct from time to time;

14.2 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:-

14.2.1 if delivered by hand, at the time of delivery;

- 14.2.2 if sent by post, on the second Working Day after posting;
 - 14.2.3 if sent by recorded delivery, at the time delivery was signed for; and
 - 14.2.4 if a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 14.3 For the avoidance of doubt, where proceedings have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

15. **JURISDICTION**

This Agreement is governed by and shall be interpreted in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any dispute or claim.

16. **DELIVERY**

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

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

SCHEDULE 1

BIODIVERSITY OFF-SET CONTRIBUTION

1. The following definition relates to the biodiversity contribution and shall have the following meaning throughout this Agreement:-

 "Biodiversity Contribution" means the sum of £9,797.04(nine thousand seven hundred and ninety seven pounds four pence) (Index Linked (CPIX))
2. The Owner covenants to the District Council not to cause permit or suffer the Implementation of the Development until the Biodiversity Contribution has been paid to the District Council and it shall pay the Biodiversity Contribution to the District Council prior to Implementation of the Development.
3. The District Council covenants with the Owner that the District Council or it's nominee shall use or procure the use of the Biodiversity Contribution towards a biodiversity off setting scheme for local landowners or for the purchase and management of land in the vicinity of the Development for the benefit of farmland birds displaced by the Development.

SCHEDULE 2

TRAINING AND EMPLOYMENT PLAN

1. The following definition relates to the Training and Employment Plan and shall have the following meaning throughout this Agreement:-

"Training and Employment Plan" means a plan for the training and employment opportunities arising as a result of the Development and shall include as a minimum:-

- (a) the arrangements by which the Owner will use reasonable endeavours to provide an appropriate number of construction and related trades apprenticeship starts during the construction of the Development in accordance with a target of three apprenticeship starts:-
 - (i) the apprenticeships may be delivered through the Apprenticeship & Training Company Ltd (an Oxfordshire based Skills and Funding Agency accredited Apprenticeship Training Agency) or another equivalent approach; and
 - (ii) all apprenticeship opportunities arising shall be initially advertised within the administrative area of the District Council and if there are no suitable applicants identified as a result of such advertisements the opportunities shall be advertised to people residing in Oxfordshire and then the surrounding locality (e.g. Milton Keynes, Aylesbury, Northamptonshire);
- (b) how the Owner and its appointed contractor will work directly with local employment/training agencies including Job Centre Plus and Bicester Job Club or successive initiatives to identify employment opportunities relating to the construction of the Development and skills and training to assist local people residing in Bicester and within five miles thereof to access job opportunities;
- (c) how the Owner will deliver local supply chain events to promote opportunities for companies local to Bicester and how such opportunities shall be advertised;
- (d) details of how the Training and Employment Plan will be monitored including details of the report that shall be submitted to the District Council on not less than an annual basis to demonstrate the progress towards achieving the targets set out in the Training and Employment Plan.

2. The Owner covenants to the District Council as follows:-

- 2.1 not to cause permit or suffer the Implementation of the Development until a Training and Employment Plan has been submitted to and approved in writing by the District Council;
- 2.2 where the District Council rejects the Training and Employment Plan submitted to it for approval the Owner shall take into account the District Council's reasonable comments and reasons for rejection and shall resubmit a further version of the Training and Employment Plan for approval;

2.3 to implement and carry out the requirements of the Training and Employment Plan as approved during the lifetime of the Development.

SCHEDULE 3

MONITORING

1. The following definitions relate to monitoring and shall have the following meanings throughout this Agreement:-

"Construction Stage Monitoring Schedule" means the Schedule marked Construction Stage Monitoring set out in the Eco Towns Standards Monitoring Scheme so far as is relevant to the Development attached to this Agreement at Appendix 2

"Monitoring Details" means a scheme to demonstrate how the matters set out in the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule will be monitored in practice

"Post Occupancy Monitoring Schedule" means the Schedule marked "Post Occupancy Monitoring" set out in the Eco Towns Standards Monitoring Scheme so far as is relevant to the Development attached to this Agreement at Appendix 3

2. **MONITORING**

The Owner covenants with the District Council as follows:-

- 2.1 subject to paragraphs 2.4 and 2.5 to comply fully with the measures in the Post Occupancy Monitoring Schedule and Construction Stage Monitoring Schedule;
- 2.2 to commence the measures set out in the Construction Stage Monitoring Schedule on Implementation of the Development;
- 2.3 to commence the measures set out in the Post Occupancy Monitoring Schedule prior to the Occupation of the second unit forming part of the Development;
- 2.4 prior to Implementation of the Development to submit to and secure the written approval of the District Council for the Monitoring Details;
- 2.5 not to cause or permit the Implementation of the Development unless and until the Monitoring Details have been approved in writing by the District Council;
- 2.6 to submit to the District Council reports on a six monthly basis until the completion of the Development in respect of the compliance with the Construction Stage Monitoring Schedule in accordance with the requirements of that Schedule; and
- 2.7 to submit to the District Council reports on an annual basis for 10 years commencing on the first Occupation of the second unit forming part of the Development in respect of the compliance with the Post Occupancy Monitoring Schedule in accordance with the requirements of that Schedule.

SCHEDULE 4

PUBLIC ART CONTRIBUTION

1. The following definition relates to the Public Art Contribution and shall have the following meaning throughout this Agreement:-

"Public Art Contribution" means the sum of £26,017.62 (twenty six thousand and seventeen pounds and sixty two pence.) (Index Linked (CPIX))

2. The Owner covenants with the District Council not to cause permit or suffer Occupation unless and until the Public Art Contribution has been paid to the District Council.
3. The District Council covenants with the Owner that the District Council or it's nominee shall use or procure the use of Public Art Contribution towards the provision of public art within the North West Bicester Development.

SCHEDULE 5

PUBLIC TRANSPORT SERVICE CONTRIBUTION

1. The following definition relate to the Public Transport Service Contribution and shall have the following meanings throughout this Agreement:-

"Public Transport Service Contribution" means the sum of £140,859.00 (one hundred and forty thousand eight hundred and fifty nine pounds) (Index Linked) which is payable in two equal instalments

Public Transport Service Instalment 1 being 50% of the Public Transport Service Contribution and

Public Transport Service Instalment 2 being the remaining 50% of the Public Transport Service Contribution

2. The Owner covenants with the County Council as follows:-

2.1 not to cause permit or suffer first Occupation of any building forming part of the Development until the Public Transport Service Instalment 1 has been paid to the County Council and to pay the Public Transport Service Instalment 1 to the County Council prior to first Occupation of any building forming part of the Development and for the purposes of this paragraph 2.1 the date of first Occupation shall constitute the due date for payment of the Public Transport Service Instalment 1;

2.2 not to cause permit or suffer first Occupation of any building forming part of the Development that takes total occupancy over the level of 7,094sqm (being 50% of the permitted occupancy of 14,188 sqm gross internal area) until Public Transport Service Instalment 2 has been paid to the County Council and to pay Public Transport Service Instalment 2 to the County Council prior to first Occupation of any building forming part of the Development that takes total occupancy over the level of 7,094sqm (being 50% of the permitted occupancy of 14,188 sqm gross internal area and for the purposes of this paragraph 2.2 the date of first Occupation of any building that takes total occupancy over the level of 7,094sqm (being 50% of the permitted occupancy of 14,188 sqm gross internal area) shall constitute the due date for payment the Public Transport Service Instalment 2;

and if a payment payable pursuant to this paragraph 2 has not been made on or before the due date for payment not to cause or permit any further Occupation at the Development until payment has been made in full.

3. The County Council covenants with the Owner not to apply or procure the application of the Public Transport Service Contribution other than towards the provision of a bus service linking the Development with Bicester town centre.

SCHEDULE 6

PUBLIC TRANSPORT INFRASTRUCTURE CONTRIBUTION

1. The following definitions relate to the Public Transport Infrastructure Contribution and shall have the following meanings throughout this Agreement:-

"Public Transport Infrastructure Contribution"

means the sum of £19,796(nineteen thousand seven hundred and ninety six pounds) (Index Linked) payable in two equal instalments as follows:

Public Transport Infrastructure Instalment 1 being 50% of the Public Transport Infrastructure Contribution and

Public Transport Infrastructure Instalment 2 being the remaining 50% of the Public Transport Infrastructure Contribution

2. The Owner covenants with the County Council:
3. not to cause permit or suffer first Occupation of any building forming part of the Development until the Public Transport Infrastructure Contribution Instalment 1 has been paid to the County Council and to pay Public Transport Infrastructure Contribution Instalment 1 to the County Council prior to first Occupation of any building forming part of the Development
4. not to cause permit or suffer first Occupation of any building forming part of the Development that takes the total occupancy over the level of 7094sqm (being 50% of the permitted occupancy of 14188sqm gross internal area) until the Public Transport Infrastructure Contribution Instalment 2 has been paid to the County Council and to pay the Public Transport Infrastructure Instalment 2 to the County Council prior to a total Occupation of any building/buildings that take the total over the level of 7094 sqm
5. The County Council covenants with the Owner not to apply the Public Transport Infrastructure Contribution other than towards the provision of bus stop infrastructure serving North West Bicester Development

SCHEDULE 7

RIGHTS OF WAY CONTRIBUTION

1. The following definition relates to the Rights of Way Contribution and shall have the following meaning throughout this Agreement:-

"Rights of Way Contribution" means the sum of £3,031.00 (three thousand and thirty one pounds) (Index Linked)

2. **RIGHTS OF WAY CONTRIBUTION**

- 2.1.1 The Owner covenants with the County Council not to cause permit or suffer first Occupation of any building forming part of the Development until the Rights of Way Contribution has been paid to the County Council and to pay the Rights of Way Contribution to the County Council prior to first Occupation of any building forming part of the Development.
- 2.1.2 The County Council covenants with the Owner not to apply the Rights of Way Contribution other than towards improvements to Bicester Bridleway 9 and Bucknell Bridleway 4.

SCHEDULE 8

TRAVEL PLAN MONITORING CONTRIBUTION

1. The following definition relates to the travel plan contribution and shall have the following meaning throughout this Agreement:-

"Travel Plan Monitoring Contribution" means the sum of £5,579 (five thousand five hundred and seventy nine pounds) (Index Linked)

2. The Owner covenants with to the County Council not to cause permit or suffer first Occupation of any building forming part of the Development until the Travel Plan Monitoring Contribution has been paid to the County Council and to pay the Travel Plan Monitoring Contribution to the County Council prior to first Occupation of any building forming part of the Development.
3. The County Council covenants with the Owner not to apply the Travel Plan Monitoring Contribution other than towards the monitoring of the employment travel plans required pursuant to the planning conditions attached to the Planning Permission.

SCHEDULE 9

STRATEGIC HIGHWAY - SAFEGUARDING

PART 1

1. The following definitions relate to the safeguarding of the Strategic Highway and related matters and shall have the following meanings throughout this Agreement:-

"Licence"	means the licence for access to land to construct the Strategic Highway dated 18 October 2019 between (1) the Owner (2) the County Council and (3) the District Council attached to this Agreement at Appendix 5
"Strategic Road Land"	means the part of the Site shown shaded pink on the plan in the Licence
"Strategic Road Land (Property)"	means that part of the Strategic Road Land that falls within the Property
"Commencement Notice"	means a Commencement Notice as that term is defined in the Licence
"Dedication Notice"	a notice from the County Council advising as to its intention to issue a certificate of completion for the Strategic Highway (or at the absolute discretion of the County Council part of it located on the Strategic Road Land) and a plan depicting the parts of the Strategic Road Land shaded pink on the plan in the Licence which are intended to be dedicated as highway
"Disconnection Works"	works so that the connection between any roadway on the Property which is accessed from Middleton Stoney Road and the part of the Major Infrastructure shaded pink is removed so that there is no vehicular access over the Property from Middleton Stoney Road to any part of the Major Infrastructure (other than by means of the Major Infrastructure)

"Major Infrastructure"

- (a) The Strategic Highway being a new road from Middleton Stoney Road roundabout to join Lord's Lane, east of Purslane Drive and including/as well as;
- a new railway bridge over the proposed road (part of the Strategic Highway) for the existing railway line north of the existing Avonbury Business Park;
 - a link east of the railway line (known as Bus route Junction 5 to Junction 4 - Bucknell Road);
 - a new road around Hawkwell Farm to join Bucknell Road;
 - works for the retention of part of (the existing) Howes Lane and Lord's Lane to provide access to and from existing residential areas and Bucknell Road to the south and works for the retention of part of (the existing) Howes Lane to form a pedestrian/cycle route to

Middleton Stoney Road; and

- a route northbound from Shakespeare Drive (where it joins with the existing Howes Lane with priority junction) to junction 3 and associated infrastructure,

and any other works reasonably necessary to deliver highway infrastructure in accordance with planning permission further to the Application (SH) to adoption standards

and

- (b) a new pedestrian/cycle and equestrian underpass beneath the railway to the north east of Aldershot Farm; and
- a bus link from the Strategic Highway to the boundary of the Site (being the extension to the Bus Route),

as shown indicatively on the plan attached at Appendix 8 entitled Major Infrastructure Schematic Plan

"Strategic Highway Agreement"

the agreement which it is proposed should be entered into with the County Council and the District Council for the construction and delivery of the Strategic Highway

"Strategic Road Completion Date"

the date of issue of the certificate of completion by the County Council for the Strategic Highway

2. SAFEGUARDING OF STRATEGIC ROAD LAND

The Owner and The District and County Council acknowledge and agree that part of the Strategic Road Land falls within the Property.

The Owner covenants with the District Council and County Council:-

2.1 Safeguarding of Strategic Road Land

- 2.1.1 subject to the terms of this Agreement and the Licence to set aside the Strategic Road Land (Property) and not to cause or permit anything to be done which may materially delay or prejudice in any way the use of the Strategic Road Land for the construction of the Strategic Highway including for the installation of services that may be required to serve the Strategic Highway; and
- 2.1.2 without prejudice to the generality of paragraph 2.1.1 not to cause or permit any works to take place on the Strategic Road Land (Property) including causing or permitting any engineering works or building works to be undertaken or constructed on it or causing or permitting it to be otherwise developed save that this shall not preclude:-
- (a) passing over the Strategic Road Land with or without vehicles for the purpose of undertaking the Development provided always that this shall be coordinated with the Road Developer (as that term is defined in the Licence) after the Commencement Notice (as that term is defined in the Licence) has been given pursuant to the terms of the Licence;
 - (b) maintaining the Strategic Road Land (Property) in a clean and tidy condition and otherwise as may be required by a condition in the Planning Permission (prior to the date of the Commencement Notice);
 - (c) installing services under (including across but beneath) or adjacent to the Strategic Road Land (Property) that may be required to serve the Development (as may be varied from time to time) in locations that have previously been approved in writing by the County Council; and
 - (d) constructing any roadway on the Strategic Road Land (Property) in accordance with detailed plans and specifications that have been approved in writing by the County Council.

PROVIDED THAT the obligations in 2.1.1 and 2.1.2 above shall cease to apply in respect of any part of the Strategic Road Land which is not included in the Dedication Notice;

2.2 Licence and Agreement to Dedicate

The Owner acknowledges that the Licence affects land forming part of the Site and also affects land forming part of the Property and as set out in the Original S106 Agreement the Owner agrees that forthwith on the issue by the County Council of the certificate of completion for the Strategic Highway (or such part of the Strategic Highway as the County Council may select) there shall be deemed to have been dedicated as public highway for all public highway purposes (including by mechanically propelled vehicles) the part of the Strategic Road Land shaded pink on the plan in the Licence (or such different parts of the area shaded pink identified with the Dedication Notice) and it shall thereafter subject to the provisions of the Strategic Highway Agreement be maintainable at the public expense;

2.3 Noting at Land Registry

the Owner agrees with the Councils that they will consent to the noting of provisions of paragraph 2.2 (agreement to dedicate all or part of the Strategic Road Land shaded pink on the plan in the Licence) on the register of title number ON271407 and provide the County Council with all reasonable assistance and all reasonable documentation to affect the same.

2.4 Disconnection Works

- 2.4.1 the Owner agrees with the Councils that there shall be undertaken in conjunction with the Major Infrastructure works at the Site the Disconnection Works and the Owner covenants with the Councils that it shall not seek to reinstate the connection removed by the Disconnection Works;

- 2.4.2 The Owner covenants with the County Council to pay the County Council within 20 Working Days of written demands the reasonable and proper costs incurred in undertaking the Disconnection Works: and
- 2.4.3 The County Council shall provide to the Owner such reasonable evidence as may be requested to justify reasonable and proper costs pursuant to paragraph 2.4.2 above (and it is agreed that costs payable further to any contract which is required to be procured in accordance with the Public Contract Regulations 2015 shall be costs reasonably and properly incurred)

SCHEDULE 10

HIGHWAY WORKS

The following definitions relate to the Highway Works and related matters and shall have the following meanings throughout this Agreement:

“Highways Agreement”	means an agreement made pursuant to inter alia section 278 of the 1980 Act substantially in accordance with the template form annexed to this Agreement at Appendix 6 which provides for the execution of the Highway Works by the Owner at the Owner’s expense
“Highway Works”	means the works set out in Part 2 of this Schedule
“Works Plan (Indicative)”	means David Tucker Associates drawing number 14042-60-CY Revision M attached to this Agreement at Appendix 7

1. The Owner covenants with the County Council that save where an agreement has previously been entered into with the County Council for the delivery of the Highway Works not to cause or permit Implementation until
 - 1.1 There has been submitted to the County Council and approved by it in writing in principle drawings for the Highway Works together with associated drawings and technical information as set out in the County Council’s Section 278 application form as adjusted from time to time;
 - 1.2 There has been submitted to the County Council and approved by it in writing plans detailing the land to be dedicated and the land (if any) in respect of which easements are to be granted following completion of the Highway Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated and the easements to be granted as identified on the approved dedication and easement plans;
 - 1.3 The anticipated duration of construction of the Highway Works has been agreed together with a long stop date for completion of the Highway Works and commuted maintenance sums in respect of the cost of future maintenance and as applicable replacement of the Highway Works has been agreed;
 - 1.4 A Highways Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraph 1.1 to 1.3 of this Schedule has been entered into by the Owner in respect of the Highway Works together with all parties with an interest in the land to be dedicated further to the Highways Agreement and the easement areas in respect of which rights are to be granted further to the Highways Agreement and any mortgagee of the land to be dedicated further to the Highways Agreement has released fully and effectively that land from its charge;
- 2 The Owner covenants with the County Council not to cause or permit first Occupation of any building forming part of the development until the Highway Works have been completed pursuant to and in accordance with the Highways Agreement or other agreement with the County Council.

Part 2

Highway Works – Description

1. **Principal Works**

The provision and construction of the following works (“the **Principal Works**”):

Pedestrian signalised crossing of Howes Lane with hardstanding linking to existing public footpath to the southeast and to cycle path leading northeast through the Site, together with a length of approximately 45 metres of off carriageway cycle path on both sides of Howes Lane, as shown in principle on the Works Plan (Indicative).

2. **Preparatory and Ancillary Works**

The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Principal Works such alteration thereof) as the Council shall consider requisite for the proper construction and functioning of the Principal Works including:-

- (a) all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works
- (b) all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
- (c) all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works
- (d) all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
- (e) all kerbs islands verges and reservations including the grading and seeding of grassed areas
- (f) all measures necessary to ensure visibility for drivers at any bend or junction
- (g) all traffic signs, road markings, bollards and safety barriers
- (h) all tapers, joints and reinstatements necessary where the Principal Works abut the existing highway

3. **Amenity and Accommodation Works**

The provision and construction of all such amenity and accommodation works as the Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:-

- (a) any earth bunds and/or planting necessary to screen the Principal Works
- (b) all fences gates hedges and other means of separation of the Principal Works from adjoining land
- (c) any necessary alteration of any private access or private or public right of way affected by the Principal Works
- (d) any necessary embankments retaining walls or other things necessary to give support to adjoining land

Executed as a Deed by HOWES LANE PROJECTS
LLP, acting by IAN JAMES FACCENDA duly authorised
by FACCENDA PROPERTY LIMITED to sign on its
behalf as a member of HOWES LANE PROJECTS LLP
in the presence of



Signature of IAN JAMES
FACCENDA on behalf of a member

.....
Full Name (Witness)
.....

.....
CATHERINE NASSIF
.....

Address

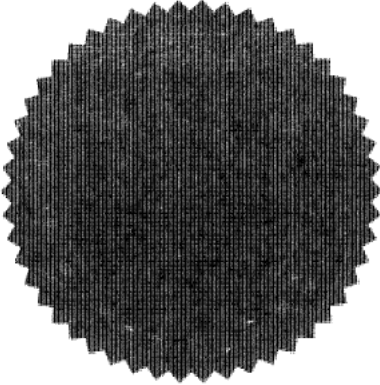
STEPTOE & JOHNSON UK LLP
5 ALDERMANBURY SQUARE
LONDON EC2V 7HR

SOLICITOR



Signature of Witness

THE COMMON SEAL of
CHERWELL DISTRICT COUNCIL
was affixed in the presence of:-

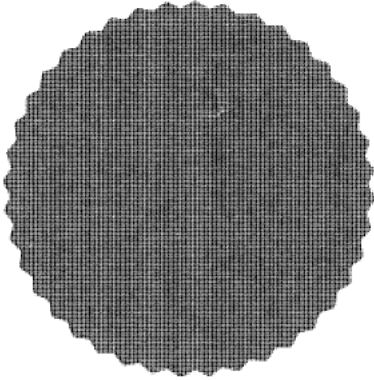


CDC 20935



Authorised Signatory

THE COMMON SEAL of
OXFORDSHIRE COUNTY COUNCIL
was affixed in the presence of:-



1674/22



.....
Director of Law and Governance
/Designated Officer

APPENDIX 1

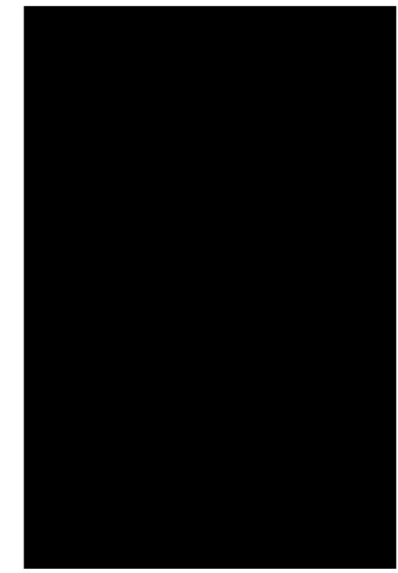
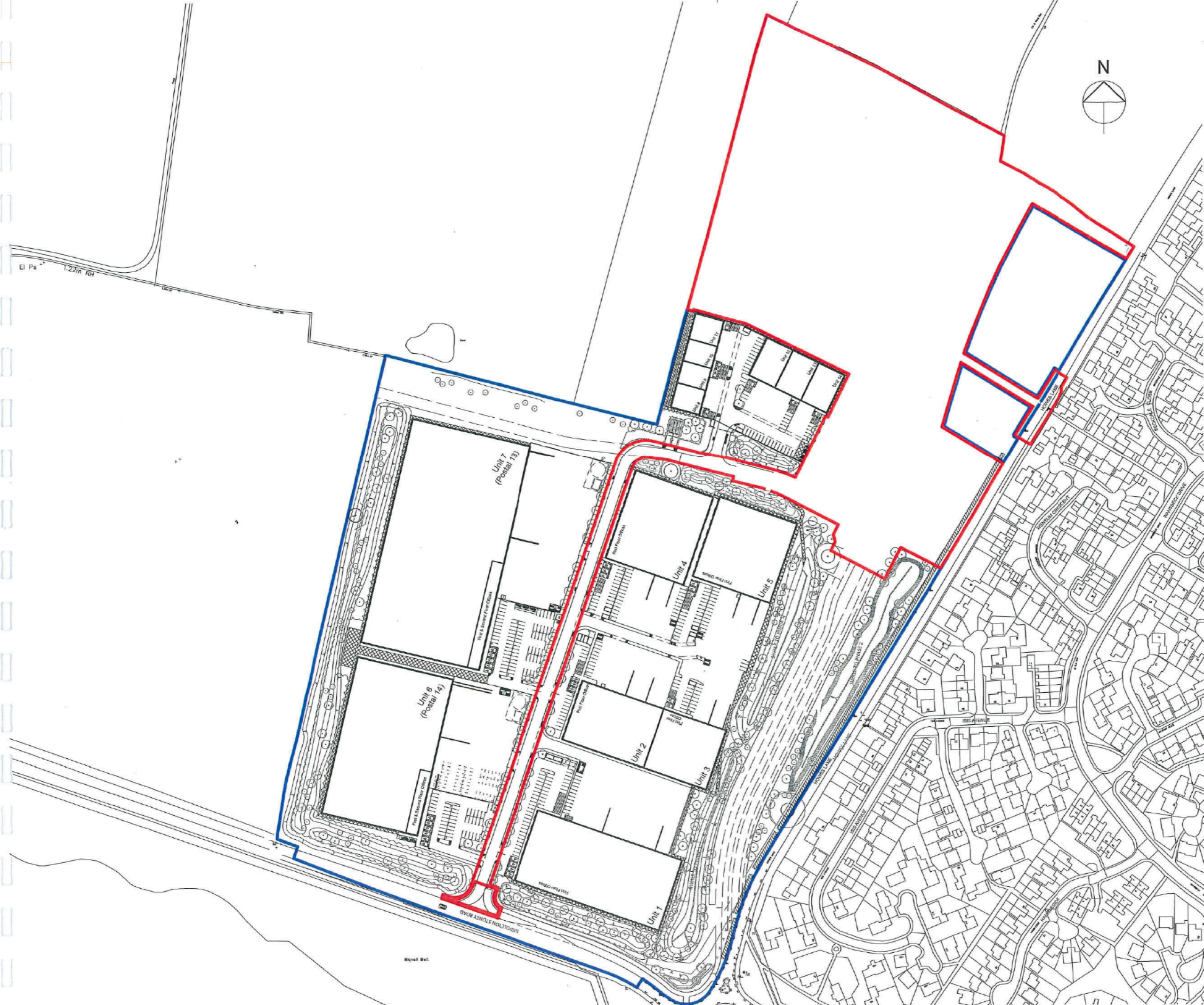
PLAN

NOTES

Reproduced from the Ordnance Survey map with the permission of the Controller of Her Majesty's Stationery Office, © Crown Copyright.

C A Cornish & Associates Ltd Licence no LIG0908.

Subject to Statutory Approvals.



Rev	Description	Chk	Date
F	Revision to Howes Lane crossing	CS	09/03/2022
E	Red line revised for drainage and cycle provision changes	CS	08/03/2022
D	Units 6 - 11 omitted	CS	04/03/2022
C	Site Boundary Updated	SM	02/09/2021
B	Site Boundary Updated	CS	02/09/2021
A	Site Boundary Updated	CS	31/08/2021

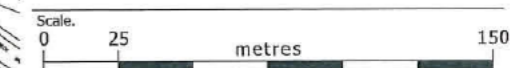
Peer House
8-14 Verulam Street
London WC1X 8LZ
tel +44(0)20 7400 2120
enquiries@cornisharchitects.com
www.cornisharchitects.com



Project Title:
PHASE 3 AXIS J9 BICESTER

Drawing Title:
SITE LOCATION PLAN

Drawing Status:
TOWN PLANNING



Drawn By.	Scale.	Date.	Chk'd By.
S K	1:2500 @ A3	16/08/2021	C S



Drawing No.
20019 - TP - 001 Rev. **F**

APPENDIX 2
CONSTRUCTION STAGE MONITORING SCHEDULE

Construction Stage Monitoring

Construction stage monitoring will include the following. It will tie in with and compliment the Construction Environmental Management Plan (CEMP) and the Sustainable Waste Management Plan (SWMP).

ET9 Homes		Monitoring method	Units	Notes / comments
ET9-1	Post construction Code assessment	Contractor reporting		
ET9-2	Post construction air tightness testing meet specified standard	Contractor reporting	Air changes per hour	
ET9-3	Post construction co-heating tests deliver satisfactory results	Contractor reporting		
ET10 Employment		Monitoring method	Units	Notes / comments
ET10-1	Construction related jobs	Contractor reporting	FTE each year	Report against the Economic Strategy. Need to define construction related jobs.
ET10-2	Construction skills strategy implemented	Contractor reporting		Report against the Economic Strategy
ET10-3	Number of apprenticeships and training placements	Contractor reporting		Report against the Economic Strategy
ET10-4	Number of local businesses benefiting from construction process	Contractor reporting		
ET10-5	Other local jobs due to construction process eg. Product suppliers, catering services etc	Contractor reporting		
ET11 Transport		Monitoring method	Units	Notes / comments
ET11-1	Construction site travel plan in place and delivered	Contractor reporting		

ET11-2	Modal share of construction work force	Contractor reporting			
ET11-3	Average commuting distance for construction workers	Contractor reporting	Km	Calculated from post codes	
ET11-4	Average sourcing distance of construction materials	Contractor reporting	Km	Weighted for different materials by tonnes	
ET16 Biodiversity		Monitoring method	Units	Notes / comments	
ET16-1	Construction Environmental Management Plan delivered	Contractor reporting			
ET16-2	Out of bounds areas enforced	Contractor reporting			
ET16-3	Trans location measures successful	Contractor reporting			
ET16-4	Key species and habitats successfully protected	Contractor reporting			
ET17 Water		Monitoring method	Units	Notes / comments	
ET17-1	Construction related water consumption	Contractor reporting	litres / year		
ET17-7	Water quality in run off streams	Contractor reporting		Standards and monitoring requirements to be agreed with the Environment Agency	
ET19 Waste		Monitoring method	Units	Notes / comments	
ET19-1	Assessment of waste management practice	Assessed on basis of indices below			
ET19-2	SWMP in place and delivered	Contractor reporting			
ET19-3	Total construction waste (including recycling) as a % of total construction materials bought	Contractor reporting	%		

ET19-4	Total construction waste (including recycling)	Contractor reporting	Tonnes / month		
ET19-5	Total construction waste to landfill	Contractor reporting	Tonnes / month		
ET19-6	Total hazardous waste	Contractor reporting	Tonnes / month		
ET19-7	Breakdown of construction waste recycled	Contractor reporting	Tonnes / month		
ET19-8	Construction materials reused	Contractor reporting	Tonnes / month		
ET19-9	Earth / fill movements on or off site	Contractor reporting	Tonnes / month		
ET21 Transition			Units	Notes / comments	
ET21-1	CEEQUAL Award achieved	Contractor reporting			Target Excellent
ET21-2	BREEAM ratings achieved	Contractor reporting			Target Excellent
ET21-3	Code for Sustainable Homes assessments achieved	Contractor reporting			Target Code 5
ET21-4	Carbon emissions from construction activities	Contractor reporting	tCO2 /month		Site energy consumption – electricity, diesel consumption
ET21-5	Considerate Contractors standard met	Contractor reporting			
ET21-6	Environmental reporting (ref CEMP)	Contractor reporting			Noise, dust, water runoff, toxic emissions or waste
ET21-7	Embodied carbon impacts of construction	Contractor reporting	tCO2		Track embodied CO2 and compare with original embodied CO2 targets
ET21-8	% Timber products sustainably sourced	Contractor reporting	%		Could be FSC, European PEFC, local or reclaimed
ET21-9	Sustainable materials sourcing policy met	Contractor reporting	%		

APPENDIX 3
POST OCCUPANCY MONITORING SCHEDULE

NW Bicester Post Occupancy Monitoring

Source Objective	Ref	What	When	Method	Who	Units	Notes
General Data	GD-1	No. homes occupied	Annual	Developer report	To be identified	Number	Number of residential buildings occupied at end of year
General Data	GD-2	Affordable homes	Annual	Developer report	To be identified	Number	Number of affordable homes occupied at end of year
General Data	GD-3	Delivery against timetable:	Annual	Developer report	To be identified	Qualitative summary	Summary of elements put in place during the monitoring period, e.g. community facilities, services
	GD-4	Occupancy correlated with Real Time Information System data	Annual	METHOD TBC	To be identified	Numbers	Anonimised occupancy levels correlated with Real Time Information System data on energy and water consumption. Providing number of adults and number of under 18s
Government Objective	GO-1	Average carbon footprint of residents	Biennial	Calculated	To be identified	tCO2/person/year	Objective for Eco Towns includes ... "to reduce the carbon footprint of development by ensuring that households and individuals in eco-towns are able to reduce their carbon footprint to a low level and achieve a more sustainable way of living."
ET7 Zero Carbon	ET7.1	Total electricity generated on site by the CHP	Annual	Metering	To be identified	kWh/year	Total annual electrical output from the on-site CHP
ET7 Zero Carbon	ET7.2	Electricity generated by PV by property	Annual	Metering	To be identified	kWh/year	This data can be made anonymous for data protection reasons. Distribution graphs will show the range of consumption levels and allow individual occupants to compare themselves with their neighbours and with the national average.
ET7 Zero Carbon	ET7.2b	Electricity generated by PV on each non-residential building	Annual	Metering	To be identified	kWh/year	Total annual electrical output from the on-site PV
ET7 Zero Carbon	ET7.2c	Total electricity generated on site by PV	Annual	Metering	To be identified	kWh/year	Add up data from energy provider for CHP and Real Time Information System Provider for PV.
ET7 Zero Carbon	ET7.3a	Electricity generated on site Total	Annual	Calculated using metering data	To be identified	kWh/year	This will give an indication of how much PV-generated electricity is consumed directly in buildings on which it is situated
ET7 Zero Carbon	ET7.3b	Net export of electricity to grid - PV	Annual	Metering	To be identified	kWh/year	

E77 Zero Carbon	E77.4a	Heat output from on-site generating technology - CHP	Annual	Metering	To be identified	kWh/year	Annual heat produced by each heat-generating technology, including system heat losses and heat dumped.
E77 Zero Carbon	E77.4b	Heat output from on-site generating technology - Boiler	Annual	Metering	To be identified	kWh/year	Annual heat produced by each heat-generating technology, including system heat losses and heat dumped.
E77 Zero Carbon	E77.4c	Gas consumption by generating technology - CHP	Annual	Metering	To be identified	kWh/year	
E77 Zero Carbon	E77.4d	Gas consumption by generating technology - Boiler	Annual	Metering	To be identified	kWh/year	
E77 Zero Carbon	E77.5a	CO2e emissions by generating technology - CHP	Annual	Calculated using metering data above from SSE	To be identified	kWh/year	To be calculated from E7.1.13 Gas consumption by each generating technology
E77 Zero Carbon	E77.5b	CO2e emissions by generating technology - Boiler	Annual	Calculated using metering data above from SSE	To be identified	kWh/year	To be calculated from E7.1.13 Gas consumption by each generating technology
E77 Zero Carbon	E77.6a	Gas CHP running hours	Annual	Metering	To be identified	hrs	Monthly log
E77 Zero Carbon	E77.6b	Gas boiler running hours	Annual	Metering	To be identified	hrs	Monthly log for each boiler
E77 Zero Carbon	E77.7a	Electricity demand By each non-residential occupier	Annual	survey + metering	To be identified	kWh/year	
E77 Zero Carbon	E77.7b	Electricity demand Non-residential Total	Annual	calculated using info provided by all non-residential occupiers	To be identified	kWh/year	
E77 Zero Carbon	E77.8a	Electricity demand By household	Annual	metering	To be identified	kWh/year	
E77 Zero Carbon	E77.8b	Electricity demand Residential total	Annual	Calculated	To be identified	kWh/year	
E77 Zero Carbon	E77.9	Site-wide Electricity demand Total	Annual	Calculated	To be identified	kWh/year	Calculated by adding non-resi and resi in row above together
E77 Zero Carbon	E77.10a	Heat demand By each non-residential occupier	Annual	Metering	To be identified	kWh/year	

ET7 Zero Carbon	ET7.10b	Heat demand Non-residential Total	Annual	Calculated using info provided by all non-residential occupiers	To be identified	kWh/year	Heat = space heating and hot water
ET7 Zero Carbon	ET7.11a	Heat demand By household	Annual	Metering	To be identified	kWh/year	
ET7 Zero Carbon	ET7.11b	Heat demand Residential total	Annual	Calculated	To be identified	kWh/year	Heat = space heating and hot water
ET7 Zero Carbon	ET7.12	Site-wide Heat demand Total	Annual	Calculated using information from others	To be identified	kWh/year	Calculated by adding non-resi and resi in row above together
ET7 Zero Carbon	ET7.13	Site wide carbon balance	Annual	Calculated	To be identified	tCO2/year	Calculated from data above. TARGET: net zero for buildings
ET17 Water	ET17.1a	Mains water demand By each non-residential occupier	Annual	Metering	To be identified	Litres per year	Target: BREEMAM Excellent.
ET17 Water	ET17.1b	Mains water demand Non-residential Total	Annual	calculated using info provided by all non-residential occupiers	To be identified	Litres per year	
ET17 Water	ET17.2a	Mains water demand By household	Annual	Metering	To be identified	Litres per day	TARGET: Residential water use to be <110 litres/person/day
ET17 Water	ET17.2b	Mains water demand Residential total	Annual	Calculated	To be identified	Litres per day	TARGET: Residential water use to be <110 litres/person/day

ET17.3	Any other significant metered water demands eg Landlord's supply to rainwater tanks in flats or homes, allotments, site wide meter point	Annual	Metering	To be identified	Litres per year
ET10.1	Employment space delivered on site	Annual	Developer report	To be identified	m2
ET10.2	On-site jobs created	Biennial	Survey of non-residential occupiers	To be identified	Number FTE Jobs at 31 March and average FTE jobs for the year
ET10.3	No. employees on site who live in NW Bicester	Biennial	Survey of non-residential occupiers	To be identified	No. FTE that live in NW Bicester at 31 March and average FTE for the year that live in NW Bicester
ET10.4	Home working	Biennial	Survey of residents	To be identified	Number of residents who work for part of a day from home and part of that day elsewhere shall not be treated as working from home on that day and a Resident who works part time (or full time) who works for less than 3 hours on a day shall not be treated as working from home on that day.
ET12-1	Exercise frequency	Biennial	Survey of residents	To be identified	%
ET12-2	Perceived health	Biennial	Survey of residents	To be identified	Score from 1 – 10?
ET12-3a	Perceived wellbeing	Biennial	Survey of residents	To be identified	Score from 1 – 10?
ET12-3b	Perceived health and wellbeing of non-residential occupants in their work environment	Biennial	Survey of non residential occupiers	To be identified	Score from 1 – 10? Questions tailored to enquire specifically about the non residential environment and individual work environments, rather than employee's homes. Data to be collected via staff survey coordinated by one designated representative from each occupant organisation.
ET12-4a	Perceived comfort of homes levels: temperature, humidity	Biennial	Survey of residents	To be identified	Biennial Are people warm enough, cool enough? Does their home feel fresh and well ventilated?

ET12 Healthy lifestyles	ET12-4b Perceived comfort of non-residential units levels: temperature, humidity	Biennial	Survey of non residential occupants	To be identified	Biennial	Are people warm enough, cool enough? Does their place of work feel fresh and well ventilated? Questions tailored to enquire specifically about work environments. Data to be collected via staff survey coordinated by one designated representative from each occupant organisation.
ET14 Green infrastructure	ET14.1 Extent of green infrastructure – public & private	Annual	GIS mapping/ TBC	To be identified	Percentage	Monitor against target 40% green space, half of which is public - METHOD TBC
ET14 Green infrastructure	ET14.2 Take up of allotments	Annual	Developer records	To be identified	Percentage	% plots taken and actively used. Reported by allotment provider (may be developer)
ET14 Green infrastructure	ET14.3 Active users of GI	Biennial	Survey of residents	To be identified	Percentage	Summary of resident survey findings
ET16 Biodiversity	ET16.1 Report against delivery of the Landscape and Ecological Management Plan (LEMP)	Annual	Ecologist survey and report	To be identified	Qualitative report	LHMP monitoring schedule to be agreed. Encourage and support coordinated volunteer monitoring surveys.
ET16 Biodiversity	ET16.2 Area of key habitats	Annual	GIS / Ecologist report	To be identified	m2	<p>Key habitats to be included in the calculation identified in the ELMP:</p> <ul style="list-style-type: none"> • Retained hedgerow network and associated trees • Translocated hedgerows • Newly planted hedgerows • Species-rich/ biodiverse grasslands • Herb-rich amenity grassland • SuDS swales • SuDS ephemeral ponds • SuDS ponds • SuDS reed screen • Nature conservation ponds • Green roofs • Native woodland planting • Trees and orchards • Nest boxes • Homezones and green lanes • Play areas
ET16 Biodiversity	ET16.3 Number of indicator species	Annual	Ecologist report	To be identified	Summary of report findings	<p>Indicator species to be defined in Ecological and Landscape Management Plan (ELMP):</p> <ul style="list-style-type: none"> • Invertebrates • Amphibians • Reptiles • Birds • Bats • Hedgehogs • Badgers

ET16 Biodiversity	ET16.4	Net gain in biodiversity	Annual	Ecologist calculation	To be identified	Number/percentage	Calculate net gain / (loss) in biodiversity based on information
ET16 Biodiversity	ET16.5	Community involvement in conservation or biodiversity measures	Annual	Developer report	To be identified	Qualitative report	Looking for an indication of resident involvement, actively enjoying, taking part in, observing wildlife or conservation work
ET19 Waste	ET19.1	No. residential properties serviced by waste contractor	Annual	CDC waste contractor	CDC	No.	Check tallies with total occupied residential properties as reported by developers
ET19 Waste	ET19.2a	Residual waste - total residential	Annual	CDC waste contractor	CDC	Kg / year	Cherwell DC can provide data from on board weighing technology on collection vehicles
ET19 Waste	ET19.2b	Residual waste - By property	Annual	Calculated	CDC	Kg / household / year	Calculated as Total residential residual waste / no. residential properties serviced by waste contractor
ET19 Waste	ET19.3	Residual waste - each Non-residential	Annual	Survey	To be identified	Kg	Data to be provided by one designated representative from each occupant organisation.
ET19 Waste	ET19.4a	Recycling - total residential	Annual	CDC waste contractor	CDC	Kg	Cherwell DC can provide data from on board weighing technology on collection vehicles
ET19 Waste	ET19.4b	Recycling rate - residential	Annual	Calculated	CDC	%	Calculated as Total residential recycling / (Total residential recycling plus Total off-site composting plus Total residential residual waste)
ET19 Waste	ET19.5a	Recycling - each non-residential	Annual	Survey	To be identified	Kg	Data to be provided by one designated representative from each occupant organisation.
ET19 Waste	ET19.5b	Recycling rate - each non residential	Annual	Calculated	To be identified	%	Calculated as Total non-residential recycling & composting / (Total non-residential recycling plus Total off-site composting plus Total non-residential residual waste)
ET19 Waste	ET19.6a	Off-site composting - residential total	Annual	CDC waste contractor	CDC	Kg	Cherwell DC can provide data from on board weighing technology on collection vehicles
ET19 Waste	ET19.6b	Off-site composting rate - residential	Annual	Calculated	CDC	%	Calculated as Total residential off-site composting / (Total residential recycling plus Total off-site composting plus Total residential residual waste)
ET19 Waste	ET19.7a	Off-site composting - each non residential	Annual	Survey	To be identified	kg	Data to be provided by one designated representative from each occupant organisation.
ET19 Waste	ET19.7b	Off-site composting non residential Total	Annual	Calculated	To be identified	Kg	Sum of all non-residential off site composting
ET19 Waste	ET19.8	Individual home composting	Annual	Survey of residents	To be identified	Number	Number that compost waste at home

ET13 Local services	Local services available	Annual	Report	To be identified	n/a
ET13.1					
ET13 Local services	Walkability index	Biennial	Online assessment	To be identified	n/a
ET13.2					To what degree are all the most commonly needed services provided on site or within walking and cycling distance?
ET21 Transition	Community development plans	Annual	Report	To be identified	Qualitative report against agreed timetable for community development plans
ET21.1					
ET21 Transition	Delivery of monitoring programme	Annual	Report	To be identified	Setting out extent to which planned monitoring is being done.
ET21.2					
ET21 Transition	Delivery of programme of encouraging environmentally responsible behaviour	Annual	Report	To be identified	Report against aspirations in the PPS, the planning application and the Governance Strategy. "enabling residents to live within managed environmental limits" "enabling residents to reduce their carbon footprint to a low level"
ET21.3					
ET22 Community & governance	Establishment of roles and responsibilities as set out in the S106 on governance	Annual	Report	To be identified	n/a
ET22.1					
ET22 Community & governance	Number of community events	Annual	Report	To be identified	Events per year
ET22.2a					
ET22 Community & governance	Participation rates in community initiatives	Annual	Report	To be identified	Numbers of people and percentages Number in past year
ET22.2b					
ET22 Community & governance	Participation in community events and initiatives	Biennial	Resident Survey	To be identified	Number in past year Data to be provided by one designated representative from each occupant organisation.
ET22.3a					
ET22 Community & governance	Participation in community events and initiatives	Biennial	Non-residential Survey	To be identified	How happy are people with their homes, their neighbourhood, the services in their neighbourhood and the governance of their neighbourhood? Would they recommend NW Bicester as a place to live?
ET22.3b					
ET22 Community & governance	Satisfaction rating	Biennial	Resident Survey	To be identified	scale of 1 - 10
ET22.4a					

ET22 Community & governance	ET22.4b	Satisfaction rating	Biennial	Non-residential Survey	To be identified	scale of 1 - 10	How happy are commercial occupiers with their units, their neighbourhood, the services in their neighbourhood and the governance of their neighbourhood? Would they recommend NW Bicester as a place to work? Data to be provided by one designated representative from each occupant organisation.
ET22 Community & governance	ET22.4a	Resident involvement in community and governance	Biennial	Survey	To be identified	Number / percentage	What percentage of residents are involved in some aspect of the governance of the neighbourhood. E.g. This could be a role in the governance organisation, in the school or community centre, organising events or volunteering in the conservation group, writing content for the intranet, neighbourhood watch, helping with monitoring or green lifestyle promotions etc. (social capital)
ET22 Community & governance	ET22.4b	Non - Resident involvement in community and governance	Biennial	Non-residential Survey	To be identified	Number / percentage	What percentage of commercial occupiers involved in some aspect of the governance of the neighbourhood. Data to be provided by one designated representative from each occupant organisation.
ET22 Community & governance	ET22.5	Social capital	Biennial	Resident Survey	To be identified	Number	
ET11 Transport	ET11.1	Modal journey breakdown	Annual	Assessment using data below	To be identified	%	Modal breakdown to be estimated from a combination of counter data and travel surveys. Modal shift targets are set out in the Travel Plan.
ET11 Transport	ET11.2	Resident transport related carbon emissions	Biennial	Assessment using data below	To be identified	tCO2/ person / year	Average personal transport related carbon emissions to be estimated from travel surveys and travel diaries.
ET11 Transport	ET11.3	Number of car journeys	Annual	Counters	To be identified	Trip numbers (AADT)	Counters at each site exit and in site link road collect detailed data and AADT.
ET11 Transport	ET11.4	Number of cycle/pedestrian journeys	Annual	Counters	To be identified	Counters in link road and in pedestrian / cycle route to town	
ET11 Transport	ET11.5	Car club membership	Biennial	Car club reporting to TPC	To be identified	Membership numbers	Data supplied by car club
ET11 Transport	ET11.6	Car club mileages	Biennial	Car club reporting to TPC	To be identified	miles/year	Data supplied by car club

ET11 Transport	ET11.7	Carbon intensity of car club vehicles	Biennial	Car club reporting to TPC	To be identified	kgCO2/mile	Data supplied by car club
ET11 Transport	ET11.8	Bus patronage and other bus related monitoring	Biennial	Bus company reporting to TPC	To be identified		Bus company reporting requirements established at start
ET11 Transport	ET11.9	Illegal/inappropriate parking	Biennial	Report	To be identified		
ET11 Transport	ET11.10	Illegal/inappropriate parking	Quarterly	Walk round and count	To be identified	Number of cars	TPC to carry out a count of any inappropriately parked cars, quarterly, after 6pm.
ET11 Transport	ET11.11	Journey breakdowns for each resident that participates in the survey (minimum 10% of households)	Biennial	Survey with travel diaries	To be identified		Travel diaries showing destinations, purpose and mode. Use these results to establish how many people use local facilities, including the town centre.
ET11 Transport	ET11.12	Car, bicycle, moped etc. ownership levels	Biennial	Survey	To be identified	numbers /household	Resident travel surveys
ET11 Transport	ET11.13	Personal car mileages	Biennial	Survey	To be identified	miles/year + model	Resident travel surveys.
ET11 Transport	ET11.14	Car model	Biennial	Survey	To be identified		Collect information on the range of vehicle types and their associated CO2 emissions, noting any low emissions vehicles, electric cars or hybrids, LPG vehicles etc. This information can be used to tailor the information programme and incentives for encouraging lower emission vehicles.
ET11 Transport	ET11.15	Carbon intensity for each car model	Biennial	DOT data	To be identified	kgCO2 / mile	To calculate CO2 emissions from personal car mileages and compare with Travel Plan target
ET11 Transport	ET11.16	Frequency of bicycle usage	Biennial	Survey with travel diaries	To be identified	Journeys / month	Resident travel surveys
ET11 Transport	ET11.17	Annual bicycle miles	Biennial	Survey	To be identified	Miles / Year	Resident travel surveys
ET11 Transport	ET11.18	Qualitative feedback	Biennial	Survey	To be identified		Feedback from residents on transport related facilities, what measures have worked for them and what measures would help them to further reduce their car use and carbon emissions
ET11 Transport	ET11.19	Qualitative feedback	Biennial	Survey of non-residential occupiers	To be identified		Feedback from all site users on transport related facilities, what measures have worked for them and what measures would help them to further reduce their car use and carbon emissions
ET11 Transport	ET11.20	Commuting distances for incoming workers	Biennial	Survey of non-residential occupiers	To be identified	miles/year	Site business travel surveys - collect postcodes for all employees and modes of transport
ET11 Transport	ET11.21	Travel modes for non-residential occupants	Biennial	Survey of non-residential occupiers	To be identified	miles/year	Site business travel surveys

ET11 Transport	ET11.22	Mode breakdown for school children	Biennial	Survey of non-residential occupiers	To be identified	%	Hands up survey
ET11 Transport	ET11.23	Non-residential deliveries	Biennial	Survey of non-residential occupiers	To be identified	Number /year	Annual delivery vehicle movements associated with each non-resi use

APPENDIX 4
ROUTEING AGREEMENT

DATED _____ **20[]**

HOWES LANE PROJECTS LLP

- and -

THE OXFORDSHIRE COUNTY COUNCIL

ROUTEING AGREEMENT

relating to development at Axis J9
Bicester, Oxfordshire

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
Ref: RD/57510

- 1.1.8. **“Implementation”** means carrying out of a material operation as defined in section 56 (4) of the 1990 Act and “implement” and “implemented” shall be constructed accordingly.
- 1.1.9. **“Planning Permission”** means planning permission reference 21/03177/F (Appeal ref: APP/C3105/W/22/3304021) dated [] issued by the Planning Inspectorate.
- 1.1.10. **“Permitted Disposal”** means any of the following:
- (a) the transfer, lease, granting of any tenancy or licence, or dedication of any part of the Site to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990;
 - (b) the transfer, lease, granting of any tenancy or licence, or dedication of any part of the Site to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
 - (c) the transfer, lease, granting of any tenancy or licence, or dedication of any part of the Site to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services
- 1.1.11. **“Prohibited Road”** means any road in Oxfordshire shown on the Routeing Plan which is not an Approved Route.
- 1.1.12. **“Relevant Journey”** means a journey undertaken in connection with either the construction of the Development or any part of it or the operation of the Development or any part of it either originating from the Site or one destination of which is the Site.
- 1.1.13. **“Routeing Plan”** means the plan marked “Plan B” annexed to this Agreement.
- 1.1.14. **“the Site”** means the land at Howes Lane, Bicester Oxfordshire shown edged red on the Site Plan being part of the land registered at the Land Registry under title number ON271407.
- 1.1.15. **“the Site Plan”** means the plan marked “Plan A” annexed to this Agreement.

- 1.2. Where the word **including** is used in this agreement it shall mean including without limitation or prejudice to the generality of any description defining term phrase or word(s) preceding that word and **include** shall be construed accordingly.
- 1.3. The words **operatedby** mean used by or on behalf of a person whether he is the owner of the vehicle or has the use of it under a hire-purchase or loan agreement or any other arrangements and **operates** shall be construed accordingly.
- 1.4. Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply.
- 1.5. Headings in this Agreement are for convenience only and shall not be taken into account in its construction and interpretation.
- 1.6. References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement.
- 1.7. Where the context so requires:-
 - 1.7.1. the singular includes the plural and vice versa;
 - 1.7.2. the masculine includes the feminine and vice versa;
 - 1.7.3. persons includes bodies corporate associations and partnerships and vice versa.
- 1.8. Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of these persons.
- 1.9. Where more than one party enters into any obligation or liability those parties are jointly and severally liable.
- 1.10. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.

2. **Preliminary**

- 2.1. The Developer is the owner of the freehold of the Site free from encumbrances as it hereby warrants.
- 2.2. For the purposes of the 1980 Act the Council is the highway authority for certain highways in the area which includes the Site.

For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Site.

- 2.3. The Developer is required for planning purposes to enter into this Agreement prior to Implementation.
- 2.4. This Agreement is made pursuant to the Council's powers under the section 1 of the Localism Act 2011 and all other enabling powers.
- 2.5. The covenants in this Agreement (except that in Clause 5 which shall take immediate effect) shall be conditional upon Implementation of Planning Permission for the Development.
- 2.6. Provided it has complied with the provisions of sub-clauses 3.4 and 3.5 no person shall be liable for any breach of this Agreement after it has parted with the whole of its interest in the Site unless it held such an interest at the date of the breach.
- 2.7. the covenants in this Routeing Agreement shall not be enforceable against any utility companies, statutory undertakers and highway authorities who acquire an interest in the Site for the purpose of providing services or access to the Site.

3. Developer's Covenants

The Developer covenants with the Council:-

- 3.1. not at any time to cause or permit any Heavy Commercial Vehicle operated by it on a Relevant Journey to pass along any part of any road in Oxfordshire which is a Prohibited Road except:-
 - 3.1.1. to the extent necessary to enable any vehicle to deliver or collect goods relating to the Developer's business or businesses to or from an address or addresses on a Prohibited Road; and
 - 3.1.2. to the extent necessary to enable the driver of any vehicle to comply with any direction given to him by a police officer or traffic warden or with any traffic sign for the time being in place prescribing the route to be taken by vehicles.
- 3.2. to use all reasonable endeavours to ensure that where any employee, staff, visitor or contractor of the Developer or any person deriving title from the Developer and their employees, staff, visitors and contractors operates a Heavy Commercial Vehicle on a Relevant Journey that person observes the requirements of clause 3.1 as if that person were the Developer.
- 3.3. without prejudice to sub-clauses 3.1 and 3.2 to take all reasonable steps to instruct or (in cases where the Developer may not reasonably instruct) advise his

employees agents contractors suppliers and customers as to the routes to be observed by Heavy Commercial Vehicles to accord with the obligations placed upon the Developer by the said sub-clauses 3.1 and 3.2.

3.4. that if it is to mortgage transfer or grant a tenancy lease or licence in respect of the Site or any part of it then it shall prior to such mortgage, transfer, tenancy, lease or licence procure that:

3.4.1. such person to whom the Site or any part of it is to be mortgaged transferred let or licensed has entered into a deed of covenant substantially in the form of the draft set out in Schedule 2 or (in the case of a mortgagee, chargee or Fund) in the form of the draft set out in Schedule 1 to this agreement; and

3.4.2. the Council's reasonable costs in connection with such deed of covenant have been discharged;

PROVIDED THAT this clause 3.4 shall not apply to any Permitted Disposal

3.5. to notify the Council forthwith of any such dealing with the Site or any part of it and to supply evidence of this.

4. Council to Act Reasonably

Where a matter falls within the Council's discretion the Council shall exercise such discretion in a reasonable and expeditious manner and shall give the Developer any requisite notice of that decision and any other notice provided for by this Agreement without undue delay.

5. Costs

5.1. The legal costs of the Council in connection with the preparation and completion of this Agreement shall be paid by the Developer.

5.2. The Developer will reimburse the Council in respect of all legal and administrative costs in connection with the enforcement of any of the provisions of this Deed including correspondence monitoring and site visits by or on behalf of the Council.

6. Height etc. restrictions

Nothing in this Agreement in any way modifies or overrides the obligation of drivers to comply with restrictions imposed by any competent authority as to the height width or weight of any vehicle which may use any road or section of road.

7. Noting at HM Land Registry

The Developer consents to the noting of this Agreement on the registers of title number ON271407 and the parties hereby apply to HM Land Registry to effect such noting.

8. Third Party Rights

This Agreement does not give rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.

9. Notices

Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Environment and Place of the Council (Ref: 21-03177-F) (County Hall, New Road, Oxford OX1 1ND or to such other person at such other address as the Council shall direct from time to time.

10. No Waiver

No alteration in the terms of this Agreement nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Agreement shall in any way release the Developer from any liability under this Agreement.

11. No Fetter

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity

IN WITNESS whereof the parties have executed this Agreement as a deed the day and year first before written

Reproduced from the Ordnance Survey map with the permission of the Controller of Her Majesty's Stationery Office, © Crown Copyright.

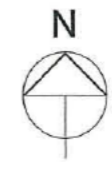
C A Cornish & Associates Ltd Licence no LIG0908.

Do not scale. Work only to figured dimensions.

Subject to Statutory Approvals.

Subject to design development.

-  Phase 3 Estate
-  Phase 1&2 Estate
-  Property
-  Accessway
-  Cycleway / Footpath



Rev	Description	Chk	Date

27 Greville Street
London EC1N 8SU

tel +44(0)20 7400 2120

enquiries@cornisharchitects.com
www.cornisharchitects.com



cornisharchitects

Project Title.
PHASE 3 AXIS J9 BICESTER

Drawing Title.
PHASE 3 ROUTING AGREEMENT PLAN

Drawing Status.
LEGAL AGREEMENT

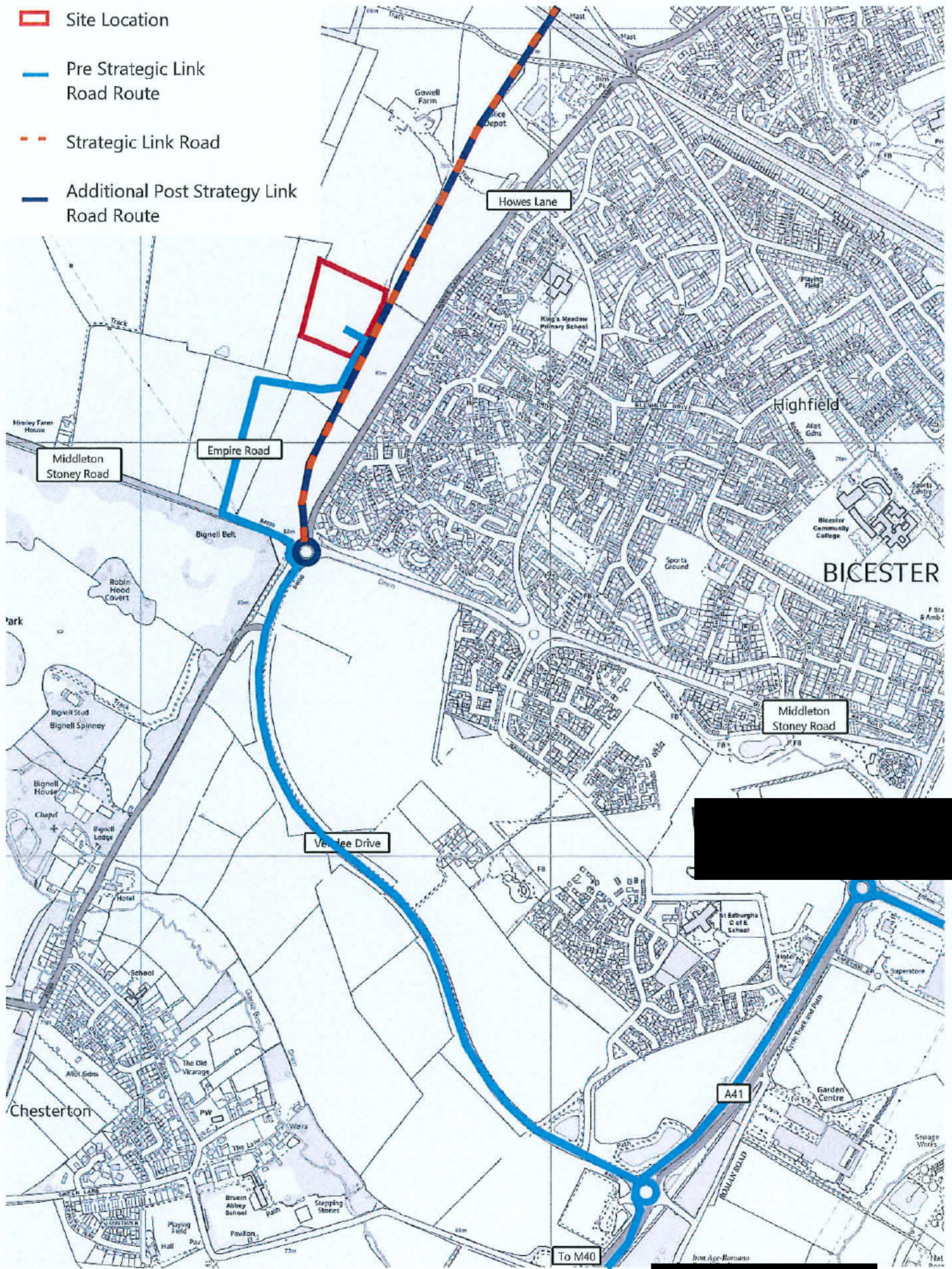


Drawn By. C S	Scale. 1:2500 @ A3	Date. 15/11/2022	Chk'd By. S M
------------------	-----------------------	---------------------	------------------



Drawing No. 20019 - LD - 003	Rev. -
--	-----------

-  Site Location
-  Pre Strategic Link Road Route
-  Strategic Link Road
-  Additional Post Strategy Link Road Route



Forester House, Doctors Lane,
 Henley-in-Arden, Warwickshire,
 B95 5AW
 Tel: +44(0) 1564 793598
 Fax: +44(0) 1564 793983
 www.datatransportation.co.uk

Figure 1
 Drawing Title
 Job Title
 Client

Drawing No : 140
 HGV Access Route
 Land at Middleton Stoney Road & Howes Lane, Bicester
 Albion Land
 Scale : NTS

Schedule 1 Mortgagee/Fund Deed of Covenant

- 1.5 Headings in this deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.6 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this deed
- 1.7 Where the context so requires persons includes bodies corporate associations and partnerships and vice versa
- 1.8 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of these persons
- 1.9 Where more than one party enters into any obligation or liability those parties are joint and severally liable
- 1.10 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.

2. **Preliminary**

- 2.1 The covenantor has [a mortgage of]/[entered into the [Transfer][Lease] in respect of] the Property
- 2.2 This Deed is made further to the Routeing Agreement
- 2.3 For the purposes of the Highways Act 1980 the Council is the highway authority for certain highways in the area which includes the Property
- 2.4 For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Property
- 2.5 This Deed is made pursuant to the Council's powers under the aforementioned Acts and the provisions of Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers

3. **Covenants**

The Covenantor covenants with the Council to comply with the Obligations and in the event that it [becomes a mortgagee in possession][takes occupation of a unit or part of a unit constructed on the Property for the purpose of a business or otherwise] to comply with the provisions of clauses 3.1 to 3.3 (inclusive) of the Routeing Agreement as if all references therein to the Developer were references to the Covenantor and all references therein to the Site were references to the Property.

4. **Application of Provisions of the Routeing Agreement**

4.1 The Covenantor hereby agrees that the provisions of Clauses 2.7 (release of liability), 5 (costs), 6 (height restriction), 8 (third party rights), 9 (notices), 10 (no waiver) and 11 (no fetter) of the Routeing Agreement shall apply to this Deed of Covenant as if they were set out in full herein and with all references to:-

4.1.1 "This Agreement/Deed" being references to this Deed
of Covenant

4.1.2 "Developer" being references to the Covenantor

4.1.3 "Site" being references to the Property

5. **Noting at HM Land Registry**

The Covenantor consents to the noting of this Deed of Covenant on the register of the title to the Property

IN WITNESS whereof this Deed has been executed as a deed the day and year first before
written

[INSERT EXECUTION BLOCK FOR COVENANTOR]

Schedule 2 Transferee Deed of Covenant

unilateral undertaking under section 106 of the Town and Country Planning Act 1990;

- (b) the transfer, lease, granting of any tenancy or licence, or dedication of any part of the Property to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
- (c) the transfer, lease, granting of any tenancy or licence, or dedication of any part of the Property to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services

- 1.2 Reference in this Deed to the Covenantor shall include references to its successors in title and assigns to the Property or any part or parts thereof and to persons claiming through or under them
- 1.3 Words importing one gender include other genders and the singular includes the plural and vice versa
- 1.4 Any reference to an enactment includes any amendment or modification of it and the version of it for the time being in force shall apply
- 1.5 Headings in this deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.6 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this deed
- 1.7 Where the context so requires persons includes bodies corporate associations and partnerships and vice versa

- 1.8 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of these persons
- 1.9 Where more than one party enters into any obligation or liability those parties are joint and severally liable
- 1.10 Words denoting an obligation on a party to does any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1 The Covenantor has entered into the [Transfer][Lease][Tenancy Agreement] [Licence] of the Property
- 2.2 This Deed is made further to the Routeing Agreement
- 2.3 For the purposes of the Highways Act 1980 the Council is the highway authority for certain highways in the area which includes the Property
- 2.4 For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Property
- 2.5 This Deed is made pursuant to the Council's powers under the aforementioned Acts and the provisions of Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers

3. **Covenants**

- 3.1 The Covenantor covenants with the Council:
- (a) to comply with the Obligations as if all references therein to the Developer were references to the Covenantor and all references therein to the Site were references to the Property;

(b) Not at any time to mortgage convey transfer or grant a tenancy agreement lease or licence in respect of the Property or any part of it without first procuring that the person to whom the Property or any part of it is to be mortgaged, conveyed, transferred, leased or with whom any such tenancy agreement or licence is to be made has provided a deed of covenant to the Council in the form required by clause 3.4 of the Routeing Agreement and to notify the Council forthwith of any such dealing with the Property or any part of it PROVIDED THAT this clause 3.1(b) shall not apply to any Permitted Disposal.

4. **Application of Provisions of the Routeing Agreement**

The Covenantor hereby agrees that the provisions of Clauses 2.7 (release of liability), 5 (Costs), 6 (Height Restriction), 8 (Third Party Rights), 9 (Notices), 10 (No Waiver), 11 (No Fetter) of the Routeing Agreement shall apply to this Deed of Covenant as if they were set out in full herein and with all references to:-

4.1 "This Agreement/Deed" being references to this Deed of Covenant

4.2 "Developer" being references to the Covenantor

4.3 "Site" being references to the Property

5. **Noting at HM Land Registry**

The Covenantor consents to the noting of this Deed of Covenant on the register of the title to the Property

IN WITNESS whereof this Deed has been executed as a deed the day and year first before written

[INSERT EXECUTION BLOCK FOR COVENANTEE]

THE COMMON SEAL of THE)
OXFORDSHIRE COUNTY COUNCIL)
was affixed to this Deed in the)
presence of:)

Director of Law & Governance/
Designated Officer

EXECUTED AS A DEED)
by HOWES LANE PROJECTS LLP acting by)
IAN FACCENDA duly authorised by FACCENDA)
PROPERTY LIMITED to sign on its behalf as a)
member of HOWES LANE PROJECTS LLP)
in the presence of :-)

Witness Signature

Witness Name

Witness Address

.....

.....

Witness Occupation

APPENDIX 5
ACCESS LICENCE (STRATEGIC HIGHWAY)

DATED 18 October 2019

HOWES LANE PROJECTS LLP

and

THE OXFORDSHIRE COUNTY COUNCIL

and

CHERWELL DISTRICT COUNCIL

LICENCE TO ENTER
ONTO LAND FOR PURPOSES OF
the construction of Strategic Highway at North West Bicester

Nick Graham
Director of Law & Governance
and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
Ref: JT/49296

THIS LICENCE made the 18th day of October 2019

BETWEEN:-

- (1) **HOWES LANE PROJECTS LLP** (registered company number OC374499) whose registered office is situate at Penrose House, 67 Hightown Road, Banbury OX16 9BE ("the **Grantor**")
- (2) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford OX1 1ND ("the **County Council**"); and
- (3) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("the **District Council**")

WITNESSES AS FOLLOWS:-

1. Definitions

1.1 In this licence:-

1.1.1 "s106 Agreements" means all of:



- (a) the Unilateral Undertaking dated 23 October 2017 from John Lawrence Bonner and Anthony William Bonner (1) and Howes Lane Projects LLP (2) to Cherwell District Council (3) and Oxfordshire County Council (4) relating to Planning Application ref: 14/01675/OUT (Appeal ref: APP/C3105/W/16/3163551) (**Unilateral Undertaking**);
- (b) the s106 Agreement dated 7 August 2017 between Cherwell District Council (1) Oxfordshire County Council (2) John Lawrence Bonner and Anthony William Bonner (3) and Howes Lane Projects LLP (4) relating to Planning Application ref:17/01090/OUT (**Employment Outline s106**); and
- (c) the s106 Agreement dated 7 August 2017 between Cherwell District Council (1) Oxfordshire County Council (2) John Lawrence Bonner and Anthony William Bonner (3) and Howes Lane Projects LLP (4) relating to Planning Application ref: 17/00455/Hybrid (**Residential Hybrid s106**).
- (d) the s106 Agreement dated 16 July 2019 between Howes Lane Projects LLP (1) Faccenda Property Limited (2) W H Farms Limited (3) Coldharbour Farming Limited (4) Cherwell District Council (5) and Oxfordshire County Council (6) relating to Planning Application ref: 19/00347/OUT (**Variation s106**);

1.1.2 "**Commencement Notice**" means at least 2 months' notice to the Grantor advising of the date when the Road Developer proposes to commence the exercise of the Construction Rights.

- 1.1.3 **“Construction Rights”** means the rights set out in Schedule 1.
- 1.1.4 **“Obligations”** means the obligations set out in Schedule 2.
- 1.1.5 **“Plan”** means the David Tucker Associates drawing number 14042-52-2 Rev A a copy of which is attached to this licence
- 1.1.6 **“Planning Permission”** means planning permission reference 19/00347/OUT dated 18 July 2019.
- 1.1.7 **“Road Developer”** means the County Council the District Council or as applicable a party approved by the County Council and the District Council and who has delivered to the Grantor a deed of covenant to observe and perform the terms of this Licence PROVIDED THAT it is agreed that A2Dominion Developments Limited (company registration number 05585321) are approved by the parties as an acceptable Road Developer.
- 1.1.8 **“Site”** means the land shown edged red on the Plan being registered at the Land Registry under title number ON271407.
- 1.1.9 **“Strategic Road Land”** the part of the Site shown shaded pink on the Plan.
- 1.1.10 **“Strategic Road Works”** means works for the construction to adoptable standards of the central spine and associated roads required to serve the North West Bicester Development as shown in planning application reference number 14/01968/F or as otherwise authorised
- 1.1.11 **“Trigger Date”**: the date on which all of the following have occurred:
- (a) the date on which any of the planning permissions granted in connection with any of the s106 Agreements referred to in this deed is implemented;
 - (b) the Strategic Road Works are fully funded;
 - (c) the Road Developer has all requisite consents necessary for completion of the Strategic Road Works and has rights to access or ownership of all land necessary to implement the Strategic Road Works; and
 - (d) an unconditional completed and dated building contract (or building contracts) has been entered in to by the Road Developer for the construction of the Strategic Road Works which provides for commencement of such works within a

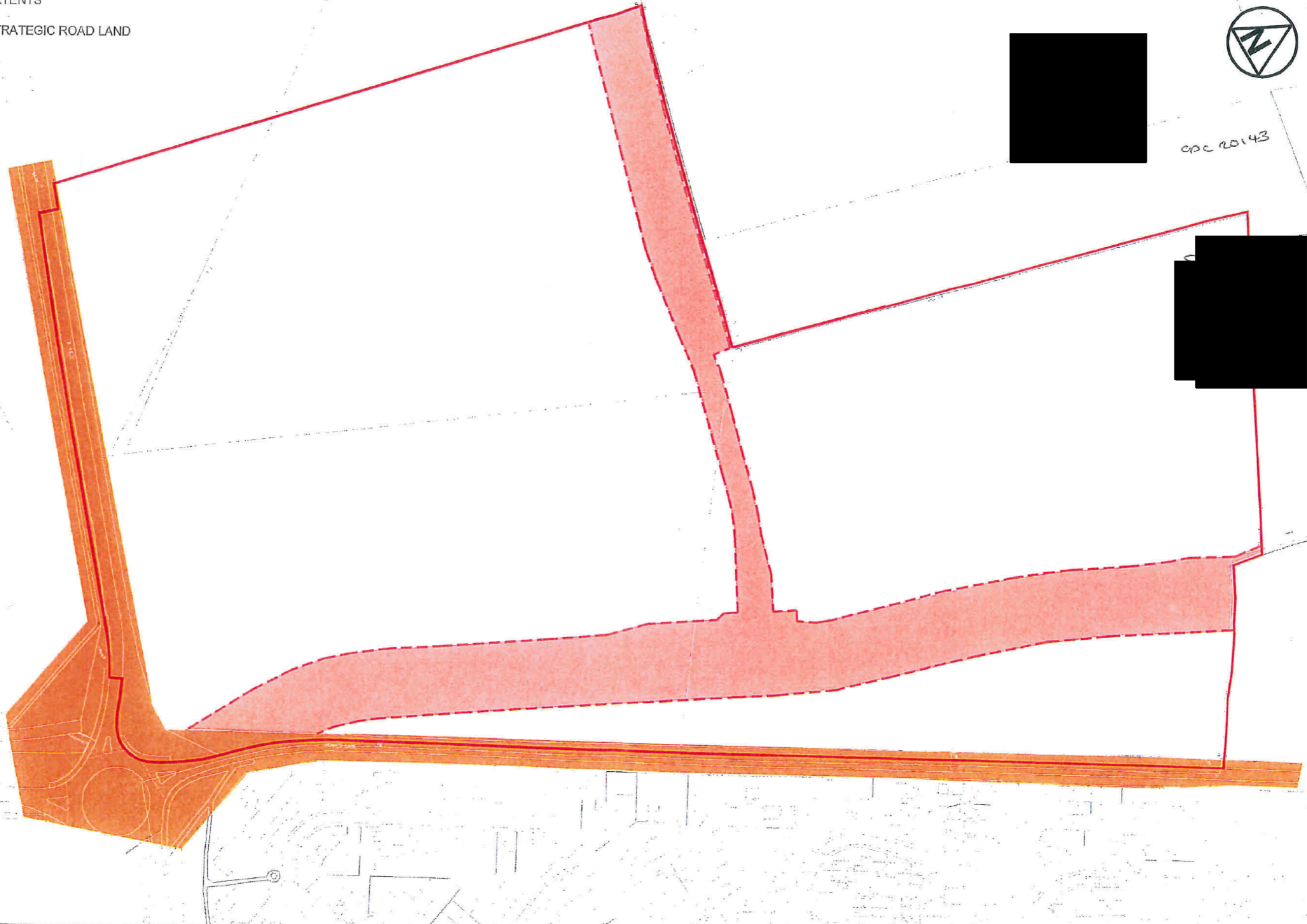
reasonable period of time after the date of such contract and then completion of those works within a reasonable timeframe.

- 1.2 Any reference to an enactment includes any amendments to or modifications of it and the version of it for the time being in force shall apply
- 1.3 Headings in this Licence are for convenience only and shall not be taken into account in its construction and interpretation
- 1.4 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Licence
- 1.5 Where the context so requires:-
 - 1.5.1 the singular includes the plural and vice versa;
 - 1.5.2 the masculine includes the feminine and vice versa;
 - 1.5.3 persons includes bodies corporate associations and partnerships and vice versa.
- 1.6 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons.
- 1.7 Where more than one party enters into any obligation or liability those parties are jointly and severally liable.
- 1.8 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction
- 1.9 The Grantor includes its successors in title to the Strategic Road Land.
- 1.10 This licence is agreed by the parties hereto as constituting an approved amended version of the Licence pursuant to Schedule 7 of the Employment Outline s106 and Schedule 9 of the Residential Hybrid s106 in addition to being the Licence pursuant to Schedule 27 of the Unilateral Undertaking and Schedule 21 of the Variation s106 and entry in to this Licence satisfies the obligations in paragraph 3.1 of Schedule 7 of the Employment Outline s106 and paragraph 3.1 of Schedule 9 of the Residential Hybrid s106 in addition to Schedule 27 of the Unilateral Undertaking and Schedule 21 of the Variation s106.
- 1.11 Notwithstanding clause 1.10 the Grantor is due to implement the Planning Permission and in accordance with clauses 4.3, 4.4.4 and 4.4.5 of the Variation s106 neither planning permission application reference 14/01675/OUT (appeal

 HIGHWAY BOUNDARY EXTENTS
 STRATEGIC ROAD LAND

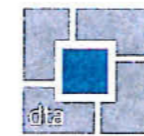


CPC 20143



Based upon the ORDNANCE SURVEY MAPS with the permission of THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE,
 © Crown Copyright AL 100030412
 © David Tucker Associates

REV	DESCRIPTION	DRAWN	INITIALS	DATE	DRAWING STATUS	CHECKED BY	DATE



david tucker associates
 transport planning consultants
 Forester House, Doctors Lane
 Harley In Arden
 Warwickshire CV35 9WV
 Tel: +44(0)1584 793558
 Fax: +44(0)1584 793583
 www.dta-transport.co.uk

JOB TITLE		HOWES LANE, BICESTER		CLIENT		ALBION LAND	
DRAWING TITLE							
Strategic Road Land Appeal Scheme							
SCALE	DRAWN BY	DATE	DRAWING NO	REVISION			
1:1000@A1	BP/RM	21/09/17	14042-52-2 (A1)	A			

reference APP/C3015/W/16/316355) nor planning permission application reference 17/00455/HYBRID are to be implemented.

2. Surveys

The Grantor hereby agrees that the District Council the County Council or any person authorised by either of them may enter on the Strategic Road Land for the purpose of undertaking surveys and investigations subject to the person exercising such right:

- 2.1 obtaining the prior written approval of the Grantor (such approval not to be unreasonably withheld or delayed) to the date and period of access;
- 2.2 obtaining the prior written approval of the Grantor (such approval not to be unreasonably withheld or delayed) to a method statement for any intrusive survey or investigation works including full details of the method of making good;
- 2.3 ensuring they cause as little obstruction or disturbance as reasonably possible to the Grantor including to any works that may be being undertaken on the Site at the time of access and complying with the reasonable requirements of the Grantor or any contractor on the Site in this regard;
- 2.4 completing any survey works as quickly as reasonably practicable; and
- 2.5 making good all damage caused to the Site in accordance with the method statement approved pursuant to this clause

PROVIDED THAT if the Grantor has commenced construction works on the Strategic Road Land in accordance with detailed plans and specifications that have been approved in writing by the County Council then this right shall be further modified by the parties (acting reasonably) so as to minimise interference with such construction works and to temporarily suspend such rights if access would materially interfere with the Grantor's construction works including if it would put the Grantor at material risk of any claim from a contractor undertaking works for an extension of time or compensation for increased costs or fees.

3. Grant of Rights

- 3.1 The Grantor hereby grants the Construction Rights on condition that they may be exercised by any Road Developer only after the occurrence of the Trigger Date and that Road Developer has served a Commencement Notice.
- 3.2 If the Grantor has commenced construction works on the Strategic Road Land in accordance with detailed plans and specifications that have been approved in writing by the County Council the right specified in clause 3.1 shall be further modified so as to allow the Grantor to complete such works as soon as reasonably practicable prior to

the exercise of the Construction Rights in respect of any part of the Strategic Road Land on which the Grantor is undertaking construction.

- 3.3 The Road Developer shall keep the Grantor regularly informed of progress made towards achieving the Trigger Date and once the Road Developer believes that that the Trigger Date has occurred or will occur subject to entering into an unconditional building contract as provided in clause 1.1.11(d) it shall deliver to the Grantor evidence of this fact together with details of the proposed building contract/contracts and the Grantor shall within 28 days of receipt of the evidence confirm whether or not it agrees that the Trigger Date has occurred or as applicable will occur on the Road Developer entering into an unconditional building contract as supplied to the Grantor and any dispute as to whether the Trigger Date has occurred or will occur may be referred to determination by the expert in accordance with clause 9.
- 3.4 The County Council and the District Council agree that the Grantor may apply to the District Council and the County Council for the discharge or modification of the right granted by clause 3.1 on the grounds set out in section 106A(6)(b) or (c) of the Town and Country Planning Act 1990 as if this licence was a planning obligation further to Section 106 of the Town and Country Planning Act 1990 and the District Council and County Council shall consider and deal with such application as they would if it were an application under s106A of the Town and Country Planning Act 1990 and in the event that the application is refused or if there is any dispute over the extent of the modification sought the matter may be determined in accordance with the dispute resolution procedure at clause 9 of this licence.
- 3.5 The rights of the Grantor (or any party authorised thereby) as referred to in:
- 3.5.1 paragraph 2.1.2 of Schedule 27 of the Unilateral Undertaking;
 - 3.5.2 paragraph 2.2 of Schedule 7 of the Employment Outline s106; and
 - 3.5.3 paragraph 2.2 of Schedule 9 of the Residential Hybrid s106;
 - 3.5.4 paragraph 2.1.2 of Schedule 21 of the Variation s106;
- are hereby acknowledged.
- 3.6 This Licence shall terminate on the date 15 years after the date of this Licence unless the Trigger Date has occurred.

4. No Proprietary Interest

This licence is not intended to confer any right or interest in the nature of a tenancy and gives no proprietary interest or right of exclusive possession in the Site.

5. Performance of the Obligations

The Road Developer who has given the Commencement Notice shall in exercise of the Construction Rights observe and perform the Obligations.

6. Notices

6.1 Any notice given under this licence must be in writing and signed by or on behalf of the party giving it

6.2 Any notice under this licence must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party as follows:-

6.2.1 to the Grantor at its registered office address marked for the attention of the Company Secretary or to such other address or for the attention of such other person as was last notified in writing by the Grantor to the District Council and the County Council; and

6.2.2 to the District Council at Bodicote House Bodicote Banbury Oxfordshire OX15 4AA marked for the attention of the Assistant Director – Planning and ~~Environment~~ ^{Development} or to such other address or for the attention of such other person as was last notified in writing by the District Council to the Grantor
oil
OR

6.2.3 to the County Council at County Hall New Road Oxford OX1 1ND marked for the attention of the Director for Planning and Place or to such other address or for the attention of such other person as was last notified in writing by the County Council to the Grantor

6.2.4 to any other Road Developer at the address specified in the deed of covenant supplied by the Road Developer

6.3 Any such notice will be deemed to have been received:-

6.3.1 at the time of delivery if delivered personally; and

6.3.2 on the second day after posting in the case of pre-paid first class post or recorded delivery

6.4 In proving service it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a prepaid first class or recorded delivery letter as the case may be

6.5 A notice given under this licence will not be validly given if sent by e-mail or fax

7. Land Registry and Legal Powers

- 7.1 The Grantor hereby consents to the noting of this licence on Title number ON27147
- 7.2 Section 33 Local Government (Miscellaneous Provisions) Act 1982 applies to the grant of rights as provided in clause 3
- 7.3 On termination of this Licence the County Council and District Council shall do all things necessary to remove reference to this Licence from Title Number ON27147.

8. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this licence is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions save for a Road Developer

9. Dispute Resolution

In the event of a dispute further to clause 3.3 or clause 3.4 a party to the dispute may at its discretion by notice (having given 14 days prior notice of intention to do so) refer the matter in dispute to be determined under this Clause 9 by an independent expert. The expert shall be agreed between the parties or (in default of the agreement within 10 working days) appointed by the President or next most senior available officer of the Royal Institution of Chartered Surveyors for a dispute further to clause 3.3 and of the Royal Town Planning Institute for a dispute further to clause 3.4 and:

- 9.1 Each party may within 10 working days of the appointment of the expert make written representations to him which are to be copied to the other party to the dispute;
- 9.2 Each party will be given a further 5 working days to give the expert written comments on those representations which are to be copied to the other party to the dispute;
- 9.3 The expert will be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
- 9.4 The expert will not take oral representations from a party without allowing the other party to the dispute the opportunity to be present and to give evidence and to cross examine each other;
- 9.5 The expert will have regard to all representations and evidence upon making his decision which will be in writing and he will be required to give reasons for his decision;

9.6 The expert will use reasonable endeavours to publish his decision within 4 weeks of his appointment;

9.7 The expert shall have the power to award the costs of the determination in favour of a party to the dispute at the expense of the other where the expert determines there has been unreasonable behaviour on the part of the latter but in the absence of such award each party will bear its own costs and the charges for the expert will be borne equally by the parties;

9.8 The expert's decision shall be final and binding on the parties.

9.9 This clause 9 shall not apply to any dispute in relation to matters of law

10. Governing law and jurisdiction

This licence and any dispute or claim relating to or arising from it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim

This licence has been entered into on the date stated at the beginning of it

SCHEDULE 1
The Construction Rights

To enter upon the Strategic Road Land with or without vehicles tools plant equipment and apparatus as necessary solely for the purpose of executing the Strategic Road Works (which for the avoidance of doubt include the road (bus link) that is proposed to be constructed on part of the Strategic Road Land coloured pink on the Plan) and including use as compound area(s) for the parking of vehicles and for the storage of tools plant equipment apparatus materials and a welfare facility and including the making of connections to service media and their use for all purposes necessary to construct the Strategic Road Works

SCHEDULE 2
The Obligations

1. Without prejudice to the s106 Agreements to enter upon the Strategic Road Land as licensee only
2. To be responsible for and to pay all and any assessments charges duties fees rates taxes and outgoings chargeable in connection with the exercise of the Construction Rights
3. In exercising the Construction Rights not to cause any nuisance to the Grantor or to the occupiers of any neighbouring land or premises PROVIDED THAT the exercise of the Construction Rights and the construction of the Strategic Road Works are deemed not to be a nuisance
4. To indemnify the Grantor (and its successors in title) against all actions, claims and demands (including all liabilities, costs, expenses, damages and losses) made or brought by any third party arising out of or in connection with:
 - 4.1 loss of or damage to property to the extent caused by negligence, breach of contract or other default by the Road Developer or the Road Developer's contractor in the exercise of the Construction Rights
 - 4.2 bodily injury or death of any person to the extent caused by negligence, breach of contract or other default by the Road Developer or its contractor in the exercise of the Construction Rights
5. To maintain or to procure that its contractor maintains a policy of third party and public liability insurance to a sum of not less than £10,000,000.00 in connection with the exercise of the Construction Rights
6. To use all reasonable endeavours to complete the Strategic Road Works as soon as reasonably practicable and to complete such of those works as are to be constructed on the

Site (save for any finishing works the absence of which would not prevent the reasonable use of the land and any services under it as a roadway and services for access to and from and to serve the remainder of the Site) within 9 months of such works being commenced on the Site or such longer period as the parties may agree (acting reasonably).

7. In undertaking the Strategic Road Works at the Site to procure that the Strategic Road Works are constructed in a manner consistent with any planning permission implemented in relation to the rest of the Site and provide full and proper access to the part of the Site that is not accessed from Middleton Stoney Road or is not intended to be accessed from Middleton Stoney Road once the Strategic Road Works are complete.
8. To comply with all requisite consents relating to the construction of the Strategic Road Works whether pursuant to the planning permission granted for the Strategic Road Works, any other planning permission granted in relation to the Site or otherwise.

EXECUTED AS A DEED

by **HOWES LANE PROJECTS LLP** acting by
IAN FACCENDA duly authorised by **FACCENDA**
PROPERTY LIMITED to sign on its behalf as a
member of **HOWES LANE PROJECTS LLP**
in the presence of :-

)
)
)
)
)
)



MATTHEW FARMER

STEPTOE & JOHNSON UK LLP
5 ALDERMANBURY SQUARE
LONDON EC2V 7HR

SOLICITOR

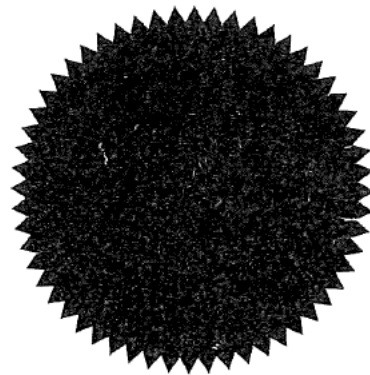
EXECUTED AS A DEED

by affixing **THE COMMON SEAL** of
THE OXFORDSHIRE COUNTY COUNCIL
in the presence of :-

)
)
)
)



Designated Officer



1070/14

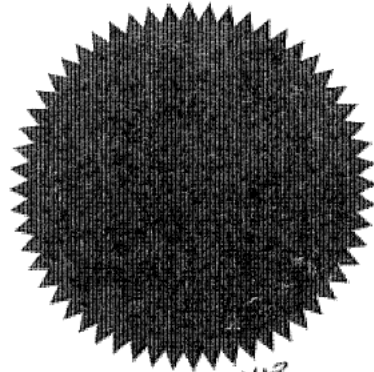
EXECUTED AS A DEED

by affixing THE COMMON SEAL of

CHERWELL DISTRICT COUNCIL

in the presence of

)
)
)
)



CDC 20143

[Redacted signature area]

SOLICITOR

APPENDIX 6

DRAFT S278 AGREEMENT & STANDARD CONDITIONS FOR WORKS ON THE HIGHWAY

DATED _____ 20[]

OXFORDSHIRE COUNTY COUNCIL

-and-

(OWNER)

-and-

(DEVELOPER)

draft

Agreement relating to highway works at [] to be undertaken
by Developer

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED is made on the _____ day of

Two Thousand and []

BETWEEN:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** (“the Council”)
- (2) _____ (“the Owner”)
- (3) _____ (company registration
number) (“the Developer”)
- (4) _____

1. **Interpretation**

In this Deed:-

- 1.1 “the 1980 Act” means the Highways Act 1980
- 1.2 “the 1990 Act” means the Town and Country Planning Act
1990
- 1.3 “As-Built Drawings” means detailed plans and drawings
showing the Works in the form in which they have actually
been executed and completed required under Condition 29
of the Standard Conditions
- 1.4 “Certificate of Completion” means a certificate issued under
Condition 30 of the Standard Conditions
- 1.5 “the Council” means the said Oxfordshire County Council
whose principal office is at County Hall New Road Oxford
OX1 1ND and any successor to its statutory functions as
highway authority or planning authority and any duly
appointed employee or agent of the Council or such
successor

- 1.6 “the Dedication Plan” means the plan marked ‘B’ / drawing reference [] annexed to this Deed or such other plan as the Owner [the Developer and the Mortgagee] and the Council agree should be substituted for it
- 1.7 [“the Developer” means of/ whose registered office is at and its successors in title and assigns]
- 1.8 “the Development” means []
- 1.9 “Implementation” means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and “implement” and “implemented” shall be construed accordingly
- 1.10 “including” means including without limitation and ‘include’ shall be construed accordingly
- 1.11 “Index-Linked” means adjusted according to any increase occurring between and the date of payment to the Council in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

Index 1	Labour & Supervision	25%
Index 2	Plant & Road Vehicles	25%

Index 3	Aggregates	30%
Index 9	Coated Macadam & Bitumous Products	20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owners and the County Council

- 1.12 “the Maintenance Costs” means the sum of () Index Linked as calculated in respect of the cost of future maintenance of the Works
- 1.13 [“the Mortgagee” means the said of/whose registered office is at and its successors in title and assigns]
- 1.14 “the Off-Site Works” means such part of the Works (if any) as is to be executed outside the Site
- 1.15 “the Owner” means the said of/ whose registered office is at and its successors in title and assigns
- 1.16 “the Planning Permission” means planning permission reference number [] for the Development of the Site
- 1.17 “the Site” means the land Oxfordshire shown edged black on the Site Plan
- 1.18 “the Site Plan” means the plan marked “Plan A” annexed to this Deed

1.19 “the Standard Conditions” means the Council’s Standard Conditions for the Control of Highway Works in Conjunction with Development (2016 Edition) a copy of which is annexed to this Deed

1.20 “the Works” means the works specified in the Schedule

1.21 “the Works Plan” means the drawing(s) numbered [] annexed to this Deed

1.22 Any reference to an enactment includes any amendments to or modifications of it and the version of it for the time being in force shall apply

1.23 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation

1.24 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed

1.25 Where the context so requires:-

1.25.1 the singular includes the plural and vice versa

1.25.2 the masculine includes the feminine and vice versa

1.25.3 persons includes bodies corporate associations and partnerships and vice versa

1.26 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons

- 1.27 Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.28 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1 The Owner is the owner of freehold of the Site registered with absolute title under title number [] [subject to an Option in favour of the Developer (and/or) a Charge in favour of the Mortgagee but otherwise] free from incumbrances as the Owner hereby warrants
- 2.2 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site
- 2.3 For the purposes of the 1980 Act, the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the highway authority and the traffic authority for certain highways in the area which includes the Site
- 2.4 The Owner has/it has been agreed [by virtue of an agreement pursuant to Section 106 of the 1990 dated [] and made between [] that [the Development shall not be [implemented [as therein defined]] / [occupied] / [no more than [] dwellings shall be occupied] prior to the completion of this Deed and shall not be

occupied prior to the completion of the Works in accordance with the Deed

- 2.5 The Off-Site Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act
- 2.6 It has been agreed between the Owner and the Council that in lieu of the Owner paying the cost of the Off-Site Works the Off-Site Works should be executed by the Owner in conjunction with the carrying out of the Development
- 2.7 This Deed (which the Council are satisfied will be of benefit to the public) is made under Sections 38 72 and 278 of the 1980, Act Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner the Developer and the Mortgagee in respect of the Site and enforceable by the Council

3. **Covenants**

The Owner and the Developer covenant:-

- 3.1 not to cause or permit [any planning permission obtained for the Development/the Planning Permission to be implemented (save insofar as is necessary for the execution of the Works)] [any building forming part of the Development [to be occupied] [to open for business] before the Works have been completed

- 3.2 to execute the Works entirely at his/its own expense and to the satisfaction of the Council
- 3.3 in executing the Works to observe and perform all the obligations which fall on “the Developer” under the Standard Conditions and
- 3.4 to complete the Works not later than and in any event within from the date on which the Works started
- 3.5 not to commence the Works until the Maintenance Costs have been paid to the Council and to pay Maintenance Costs to the Council prior to commencing the Works
- 3.6 to give the Council written notice of any disposal of an interest in the Site and of the name and address of the new owner and the date of the disposal within 14 days of such disposal
- 3.7 if any payment to be made to the Council is not paid on or before the due date for payment to pay interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc from such due date to the date of payment¹

4. **Adoption as Highway**

- 4.1 On the issue of a Certificate of Completion for the Works the whole of the land shown [hatched black] on the Dedication Plan (subject to modification as provided in clause 4.2) shall be deemed to have been dedicated as public highway (for all public highway purposes including use by mechanically

propelled vehicles) and shall thereafter subject to Conditions 34 and 35 of the Standard Conditions be a highway maintainable at public expense

4.2 The Council may after consideration of the As-Built Drawings require the substitution of a modified dedication plan in which event that shall be agreed with the Owner [the Developer the Mortgagee] and the dedication as provided in clause 4.1 shall have effect in respect of the modified area

4.3 the Owner consents to the noting of the provisions of clause 4 of this Deed on the register under title number []

5/6 **Act Reasonably**

Where a matter falls within a party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed (including the Standard Conditions) without undue delay

6/7 **[the Mortgagee** (*consider further amendment to accord with mortgage provision in Section 106 agreement*)

The Mortgagee acknowledges that the Site is bound by the obligations contained in this Deed [and in the event that the dedication area is revised further to clause 4.2 the Mortgagee agrees that any part of the dedication area which is subject to its charge shall be released from such charge on dedication pursuant to clause 4.1 and the Mortgagee will execute such further documentation as may be required to effect this]

7/8 **Costs**

- 7.1 The Owner shall on completion of this Deed pay the reasonable legal costs of the Council in connection with the preparation and completion of this Deed
- 7.2 The Owner will reimburse the Council in respect of all legal and administrative costs in connection with the enforcement of any of the provisions of this Deed including correspondence monitoring and site visits by or on behalf of the Council
- 7.3 [The Owner will not claim any compensation in respect of the provision of this Deed]

8 **Third Party Rights**

This Deed does not create any right enforceable by any person not a party to it except that it may be enforced by the successors in title and assigns of the parties and by any successor to the Council's statutory functions

9 **Notice**

Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Planning & Place of the Council (Ref) County Hall, New Road, Oxford OX1 1ND or to such other person at such other address as the Council shall direct from time to time [and any notice or notification to be given to [] shall be sent to [] or to such other person at such address as the [] shall notify in writing to the Council from time to time

10 No Waiver

No alteration in the terms of this Deed nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Owner/the Developer/the Mortgagee from any liability under this Deed

11 No Fetter

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity

12 VAT

All works undertaken pursuant to and all payments made in accordance with the terms of this Deed shall be exclusive of value added tax and the Owner shall pay the Council any value added tax properly payable on any sums paid to the Council or works undertaken under this Deed upon presentation of an appropriate value added tax invoice addressed to the Owner

13 Jurisdiction

This Deed is governed by and interpreted in accordance with the Law of England

14 Delivery

The provisions of this Deed shall be of no effect until this Deed has been dated

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

SCHEDULE

The Works

(1) **Principal Works**

The provision and construction in the position indicated in principle on the Works Plan of the following works (“the Principal Works”)

(a)

(b)

(c)

(2) **Preparatory and Ancillary Works**

The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Works such alteration thereof) as the Council shall consider requisite for the proper construction and functioning of the Principal Works including:-

- (a) all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works
- (b) all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
- (c) all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works

- (d) all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
- (e) all kerbs islands verges and reservations including the grading and seeding of grassed areas
- (f) all measures necessary to ensure visibility for drivers at any bend or junction
- (g) all traffic signs road markings bollards and safety barriers
- (h) all tapers joints and reinstatements necessary where the Principal Works abut the existing highway

(3) **Amenity and Accommodation Works**

The provision and construction of all such amenity and accommodation works as the Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:-

- (a) any earth bunds and/or planting necessary to screen the Principal Works
- (b) all fences gates hedges and other means of separation of the Principal Works from adjoining land
- (c) any necessary alteration of any private access or private or public right of way affected by the Principal Works
- (d) any necessary embankments retaining walls or other things necessary to give support to adjoining land

[ATTACH STANDARD CONDITIONS]

[INSERT EXECUTION CLAUSES FOR ALL PARTIES]

OXFORDSHIRE COUNTY COUNCIL

STANDARD CONDITIONS FOR THE CONTROL OF HIGHWAY WORKS IN CONJUNCTION WITH DEVELOPMENT

CONTENTS

General

1. Interpretation
2. Relationship with Agreement
3. Communications with the Council
4. Approvals and Certificates etc
5. Council to act in Default or Emergency
6. Indemnity
7. Health and Safety
8. Payments

Preliminaries

9. Submissions to the Council
10. Undertakers' Apparatus
11. Authorisations
12. Bond
13. Monitoring and Other Costs
14. Insurance
15. Approval of Contractors
16. Pre-Conditions to Letting Works Contract

Implementation of Works

17. Commencement of Works
18. Pre-Conditions to Commencement of Works
19. General Conduct of Works
20. Inspection of Site and Materials
21. Errors and Defects
22. Suspension of Work
23. Variations and Additions
24. Prevention of Noise, Disturbance etc
25. Protection of Highway

Completion and Consequential Matters

26. Safeguarding of Completed Work
27. Completion of Works
28. Pre Completion – Clearance of Site and Stage 3 Road Safety Audit
29. Health and Safety File
30. Completion Certificate
31. Dedication as Highway
32. Easements
33. Noise Insulation
34. Remedying of Defects and Outstanding Works
35. Stage 4 Road Safety Audit
36. Release of Bond

Anita Bradley
Director of Law & Governance and
Monitoring Officer
County Hall
New Road
Oxford OX1 1ND

Director of Planning & Place
County Hall
New Road
Oxford OX1 1ND

2016 Edition

OXFORDSHIRE COUNTY COUNCIL

STANDARD CONDITIONS FOR THE CONTROL OF HIGHWAY WORKS IN CONJUNCTION WITH DEVELOPMENT

GENERAL

1 INTERPRETATION

In these Conditions:-

- 1.1 "the Agreement" means any agreement or other instrument by which these Conditions are applied.
- 1.2 "Authorisations" has the meaning given in Condition 11.1.
- 1.3 "the Bond" means the bond referred to in Condition 12.
- 1.4 "the Certificate of Completion" means the certificate issued under Condition 30.
- 1.5 "Contractor" includes an agent and any sub-contractor or agent of a main contractor.
- 1.6 "the Council" means the Oxfordshire County Council of County Hall New Road Oxford OX1 1ND and, so far as the context admits, includes any employee or contractors duly appointed by them.
- 1.7 "the Developer" means the person or persons by whom the Agreement requires the Works to be executed.
- 1.8 "including" means including without limitation or prejudice to the generality of any preceding description defining term phrase or word(s) and 'include' shall be construed accordingly.
- 1.9 "Safety Audit" means a safety audit in accordance with Oxfordshire Safety Audit Guideline as revised from time to time and incorporating H.D. 19/15 (Road Safety Audit Volume 5 design manual for roads and bridges)
- 1.10 "the Scheme of Works" means the matters specified in Conditions 9.1 – 9.3 as may for the time being have been varied and/or augmented under Condition 11 and/or Condition 23.
- 1.11 "statutory requirements" means the requirements of any enactment (being any act and any subordinate legislation as defined in the Interpretation Act 1978) national guidance or good practice guides.
- 1.12 "the Works" means the works which the Agreement requires to be executed in accordance with these Conditions and references to "the Works" includes each and every part of them.
- 1.13 The headings are for ease of reference and shall not affect the construction or interpretation of these Conditions.

1.14 References to the Construction (Design and Management) Regulations are to the Construction (Design and Management) Regulations 2015 as varied or replaced from time to time.

1.15 Any reference to any enactment includes any amendments to or modification of it and the version of it for the time being in force shall apply.

2 RELATIONSHIP WITH AGREEMENT

These Conditions shall be construed together with and subject to the Agreement and in the event of any inconsistency between the Conditions and the Agreement the latter shall prevail.

3 COMMUNICATIONS WITH THE COUNCIL

Any notice or other communication required by these Conditions to be given by the Developer to the Council shall be given in writing to the Council's Director for Environment & Economy at his main office at County Hall, New Road, Oxford OX1 1ND or to such other person and/or at such other place as he may identify in writing to the Developer.

4 APPROVALS AND CERTIFICATES

4.1 No approval consent authorisation or payment as specified in Condition 4.3 shall create any contractual relationship between the Developer and the Council beyond that contained in the Agreement or operate in any way as a warranty or otherwise imply that the subject matter of such approval consent authorisation or payment is fit for its intended purpose nor shall it relieve the Developer or any professional adviser or contractor engaged in connection with the Works from their respective obligations to use all proper skill and care in respect of the Works.

4.2 The Council will not be liable for any loss damage or injury which the Developer may sustain arising from action taken in consequence of such approval consent authorisation or payment.

4.3 The matters referred to in Condition 4.1 are:

4.3.1 any approval or consent given by the Council in respect of the discharge by the Developer of its obligations under these Conditions; or any technical approval or consent issued by the Council in respect of the Works.

4.3.2 any authorisation given or implied by or under these Conditions in respect of anything done or to be done by the Developer on or in relation to any highway; or any payment made by the Developer to the Council under these Conditions.

5 COUNCIL TO ACT IN DEFAULT OR EMERGENCY

5.1 In the event that either of the following circumstances occur:-

5.1.1 if the Developer shall be materially in default in respect of any of the provisions of the Agreement including these Conditions requiring work to be done or not done, or to be done in a particular manner or by a particular time and if such default continues after the Council have given to the Developer not less than 21 days' written notice of the steps they require to be taken to remedy such default; or

5.1.2 if it shall appear to the Council at any time during the course of execution of the Works that danger to persons or prejudice to the structure or stability of the public highway or of adjoining land exists or is imminent, and that it is not reasonably practicable to cause the Developer to take the necessary remedial steps forthwith;

the Council may take such steps themselves to the exclusion of the Developer and charge the expenses incurred (including their reasonable administrative costs) against the Developer.

5.2 Such expenses will be a debt due to the Council and recoverable by them by action or otherwise and for the avoidance of doubt the Council may recover such expenses under the Bond where the Council has taken such steps because the Developer is in default as provided in Condition 5.1.1 or where the Council has taken such steps in an emergency further to Condition 5.1.2 and in the latter case the Developer has failed to discharge the Council's expenses.

6 INDEMNITY

The Developer shall indemnify the Council and keep them indemnified against;

6.1 all actions, liabilities, claims, costs and proceedings which may arise from the execution and completion of the Works (except insofar as may arise from the negligence or default of the Council) and from anything done or not done by the Developer or by its employees or contractors in connection with the Works;

6.2 all actions, liabilities, claims, costs and proceedings arising in connection with or incidental to or in consequence of the lawful use of the highway following upon the carrying out or completion of the Works under the Land Compensation Act 1973 or under regulations made pursuant to Section 20 of the Land Compensation Act 1973 (insulation against noise) and any grants made by the Council under such regulations in accordance with its established policy. The Council may by advertisement invite claims under the Land Compensation Act 1973 and under regulations made pursuant to Section 20 of that Act.

7 **HEALTH AND SAFETY**

The Developer shall act as the only client in respect of the Works for the purposes of The Construction (Design and Management) Regulations.

8 **PAYMENTS**

Where the Council seeks any payment further to these Conditions then save where there is express provision as to timing for payment such payment shall be due within 28 days of written request from the Council and if payment is not made within such 28 day period (or where applicable such other period as expressly provided) then interest at 4% per annum above the base rate from time to time of Lloyds Bank PLC shall be payable from the expiration of the 28 day period until the date of payment.

PRELIMINARIES

9 **SUBMISSIONS TO THE COUNCIL**

The Developer shall submit to the Council the information and other matters specified in column 1 below in accordance with the timetable set out in column 2 below and the notes set out in column 3 below: -

Highway Matters

9.1

Information	Timetable	Notes
Detailed plans (which shall include a layout plan to a scale of 1:1250 or 1:2500 according to whichever is the Ordnance Survey base scale for the area), drawings and specifications of the Works (including the drainage of them) and the materials to be used to comply with the relevant standards and specifications of the Council for the time being in force, together with such structural and drainage calculations as the Council may consider necessary having regard to the nature of the Works;	No later than 3 months before any tender is invited for the execution of the Works	There shall be paid to the Council on the submission a sum equal to 0.4% of the estimated gross cost of the Works as identified in Condition 12

9.2

<p>A detailed programme designed to ensure the orderly and timely execution and completion of the Work with the minimum of disturbance and disruption to use of the highway and occupiers of property and to facilitate the implementation of any such measures in respect of undertaker's apparatus as may be identified pursuant to Condition 10.</p>	<p>No later than 2 weeks after the acceptance of any tender for the execution of the Works</p>	<p>Significant programme changes to be identified not less than 2 weeks prior to the change</p>
--	---	---

9.3

<p>(a) Measures for the control of vehicles and plant to be used in the course of execution of the Works (including vehicles engaged on the transport of materials and equipment to and from the Works) and measures for traffic regulation in order to minimise and/or alleviate damage to the highway disturbance to occupiers of property and disturbance and disruption to use of the highway (including traffic congestion) ;and (b) traffic safety measures and measures including lights, guards, fencing and warning signs in order to protect the Works and/or for the safety and convenience of the public</p>	<p>No later than 2 weeks before the Works are expected to commence</p>	
--	--	--

9.4

<p>Safety Audit Stage 2 Report</p>	<p>No later than 3 months before any tender is invited for the execution of the Works</p>	
---	--	--

9.5

<p>Details in accordance with Condition 15 of the persons proposed to be invited to tender.</p>	<p>No later than 1 month before any tender is invited for the execution of the Works.</p>	
--	--	--

Other Matters

9.6

Details of the bondsman proposed to be given pursuant to Condition 12, together with any bills of quantities or tenders which the Developer wishes the Council to take into account under that Condition.	No later than 1 month before the Works are expected to commence.	
--	---	--

9.7

Details of the insurances required by Condition 14.	No later than 1 month before the Works are expected to commence.	
--	---	--

9.8

<p>Part 1 Noise survey and assessment and modelling sufficient to establish whether any properties will be eligible for noise insulation according to regulation 3 or regulation 4 (as applied by the Council) of the Noise Insulation Regulations 1975 applying the requirements of the Design Manual of Roads and Bridges Volume 11 – Environmental Assessment and the Calculation of Road Traffic Noise 1988 to be undertaken by a noise expert approved by the Council.</p> <p>Part 2 If the assessment concludes that there will be any property eligible for noise insulation to submit to the Council:</p> <p>(a) a map and list of all eligible properties.¹</p> <p>(b) a list of all occupiers and landlords</p> <p>(c) a survey and assessment for each eligible property of the work to be carried out to comply with requirements of the Noise Insulation Regulations 1975 and the specification for that work</p>	<p>No later than 1 month before the Works are expected to commence or earlier than 3 months before the Works are expected to commence.</p> <p>As above</p>	<p>Precise timing of survey to be agreed with the Council. Location of the survey/testing to be advised to the Council and if applicable adjusted to ensure regulatory compliance.</p>
--	---	---

¹ Dwellings and other buildings used for residential purposes which will be not more than 300 metres from the edge of the carriageway of the highway after completion of the work.

9.9

Condition survey (comprising photographs) of land and highway adjoining and neighbouring the site of the Works together with such further areas as the Council may require.	No later than 1 month before the Works are expected to commence.	
---	---	--

9.10

Notification of the identity of the contractor who has submitted a successful tender.	No later than 2 weeks after the acceptance of any tender for the execution of the Works.	
--	---	--

In any particular case any information or matter may be submitted to the Council at such later time as the Council may consider expedient subject to the Council identifying such later time in writing.

10 UNDERTAKERS' APPARATUS

10.1 The Developer shall in preparing the Scheme of Works consult every undertaker within the meaning of the New Roads and Street Works Act 1991 whose apparatus or services lie in, on, under or over the site of the Works or may otherwise be affected by the Works (whether or not it is intended to connect into such services in connection with the Works), with a view to the identification and implementation of any measures considered necessary by the undertakers for the protection of, or otherwise in relation to, their apparatus or services, and shall be responsible for all dealings with such undertakers in respect of the implementation of such measures and for all costs payable to the undertakers in that behalf.

10.2 For the avoidance of doubt the Developer shall comply with statutory requirements relating to street works (as defined in the 1991 Act).

11 AUTHORISATIONS

11.1 Authorisations signifies all rights, approvals and consents and any other requisite action to enable the Works to be properly and lawfully executed and completed (in accordance with the Agreement including these Conditions) and the subsequent implementation and functioning of the Works including (but not so as to provide an exhaustive list of examples)²:-

11.1.1 planning permission for the Works;

11.1.2 authority for stopping up diversion or other alteration of any existing highway so far as necessary to enable the Works to proceed and / or be implemented and function;

² Examples may also include noise consent from district council

- 11.1.3 authority or agreement for stopping up (including relocating) any private access to any existing highways which is necessary in the opinion of the Council to enable the Works to proceed and / or be implemented and function³ ;
 - 11.1.4 street works licence further to the New Roads and Street Works Act 1991;
 - 11.1.5 authorisation for any traffic regulation measures including prohibitions, restrictions and controls where necessary in the Council's opinion to enable the Works to proceed and/or to be implemented and function⁴; and
 - 11.1.6 any rights and easements which in the Council's opinion are necessary to ensure the permanent and satisfactory drainage or lighting of the Works such rights and easements to be in a form previously approved by the Council.
- 11.2 The Developer shall be responsible for ensuring that all Authorisations are secured in timely manner at its own cost.
- 11.3 Save in so far as any consent is expressly granted under the Agreement nothing in the Agreement shall prejudice or affect in any way the exercise by the Council of its powers and duties relating to any application for an Authorisation including the consideration and processing of an application, the carrying out of any procedural requirements (pursuant to any enactment or Council policies or protocols) and the determination as to whether or not the Authorisation should be made, granted or confirmed.
- 11.4 Any costs incurred by the Council relating to any application for an Authorisation - and any related matters shall be discharged by the Developer.
- 11.5 Where the procedures for securing any Authorisation entail consultation and in consequence of such consultation the Council determines that the Works / the Scheme of Works shall be varied and / or augmented then any reference to the Works and / or the Scheme of Works shall be construed as a reference to the Works and / or the Scheme of Works as so varied and / or augmented.
- 11.6 Forthwith on securing any Authorisation the Developer shall supply evidence of this to the Council to the Council's reasonable satisfaction.

³ This relates to for example Section 127HA.

⁴ This is directed at securing any requisite TROs which are integral to the Works e.g. bus lanes and also there may be various works such as traffic calming and signals where consultation is mandatory.

12 BOND

12.1 The Developer and a bondsman satisfactory to the Council shall enter into a Bond in such form as shall have been approved by the Council guaranteeing the execution and completion of the Works in accordance with the Agreement including these Conditions.

12.2 The amount of the Bond shall be

12.2.1. the gross cost of the Works (including any costs payable to undertakers pursuant to Condition 10) as then (being one month before the Works are proposed to be commenced) estimated by the Council and such estimate may take into account any bills of quantities prepared or tenders received by the Developer in respect of the Works and submitted by it to the Council; and

12.2.2. adjusted to take account of inflation for the duration of the Works (and subsequently) as reasonably estimated by the Council; and

12.2.3. adjusted to reflect the full costs that may be incurred by the Council as provided in Condition 5.1 (Council to act in default or emergency).

13 MONITORING AND OTHER COSTS

13.1 The Developer shall pay to the Council in respect of the costs to be incurred by the Council in monitoring the execution and completion of the Works (and administration of the Agreement) a sum equal to 9% of the amount of the Bond, subject to a minimum payment of £2,150

Note: The provisions of Condition 27.2 also apply

13.2 The Developer shall pay to the Council legal costs reasonably incurred in connection with the drafting and completion of the Bond.

14 INSURANCE

The Developer shall take out and maintain, until two years after the date on which the Council issues the Certificate of Completion (or if later the date on which all defects and outstanding works have been made good and completed as mentioned in Condition 33), such insurances satisfactory to the Council in the sum of £10million (or such higher sum as the Council may require) as may be appropriate to cover the liability of the Developer and of its employees and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works.

15 CONTRACTORS

15.1 The Developer shall not employ any contractor or agent for the execution of the Works except such contractor or agent as shall be recognised by the Council as being of proven competence and good standing in the field of civil and electrical engineering and experienced in the type and scale of the work which is to be the subject of the contract, and for that purpose the Developer shall not invite tenders for the execution of the Works except from persons proposed to and approved in writing by the Council before any such tender is invited; The employment of a contractor or agent shall not remove or abate any obligation on the part of the Developer arising from the Agreement including these Conditions.

15.2 The Developer shall appoint a contractor to undertake the Works in compliance with the following:-

15.2.1 advertising/publication of the proposed contract for carrying out the Works sufficient to open up the market to competition and for the transparency and impartiality of the procurement procedure to be reviewed such advertising/publication to include the essential details of the contract to be awarded and of the award methodology;

15.2.2 awarding the contract for the Works further to competition applying such transparent and impartial procurement procedures and award methodology.

15.2.3 the Developer shall without cost to the Council supply such information as the Council may reasonably require to demonstrate compliance with this Condition.

16 PRECONDITIONS TO LETTING CONTRACT

The Developer shall not let any contract for the execution of Works unless and until:-

16.1 The Scheme of Works has been approved by the Council; and

16.2 Safety Audit Stage 2 Report has been approved by the Council.

IMPLEMENTATION OF THE WORKS

17 COMMENCEMENT OF WORKS

The Developer shall only undertake the Works at such times as have previously been approved by the Council

18 NO WORK PENDING APPROVALS ETC

18.1 The Works shall not be commenced before the following have occurred:

- 18.1.1 the Council has issued written approval of the Scheme of Works;
 - 18.1.2 Safety Audit Stage 2 Report has been approved;
 - 18.1.3 evidence of all Authorisations have been supplied to the Council;
 - 18.1.4 the Bond duly executed as a deed by the Developer and the approved guarantor has been delivered to the Council;
 - 18.1.5 the costs referred to in Condition 13 have been paid to the Council;
 - 18.1.6 the Council has given its written approval to the insurances referred to in Condition 14;
 - 18.1.7 the noise survey assessment and modelling in accordance with Condition 9.8 has been supplied to the Council and if appropriate the information referred to in the second part of that Condition has been supplied to the Council
 - 18.1.8 the surveys referred to in Condition 9.9 (condition survey) has been supplied to the Council.
- 18.2 The Developer must have readily available at the site of the Works a copy of the insurances and approved Scheme of Works and shall retain them at the site for the duration of the Works and produce them to any representative of the Council on request.

19 GENERAL CONDUCT

- 19.1 The Developer shall execute and complete the Works in compliance with the approved Scheme of Works, in a sound and workmanlike manner with proper materials and in accordance with good engineering practice and in compliance with all statutory requirements and the provisions of the Agreement including these Conditions.
- 19.2 Without prejudice to the generality of Condition 6.2 and Condition 19.1 the Developer shall provide the Council with such assistance, information and documentation as the Council shall require to comply with any obligations under the Noise Insulation Regulations 1975 including assistance in responding to any claims made under Regulation 13 of those Regulations.

20 MONITORING OF SITE AND MATERIALS

20.1 The Developer shall at all reasonable times give to the Council free access to every part of the Works and shall permit them to monitor them and inspect all materials used or intended for use in the Works.

20.2 Where the Council require any such materials to be tested the Developer shall reimburse the Council the reasonable cost of such testing.

21 ERRORS AND DEFECTS

If in the course of execution of the Works it shall appear to the Council:

21.1 that any error has arisen in the position, levels, dimensions or alignment of the Works; or

21.2 that any work carried out or materials used for the purpose of the Works are defective to such extent as to prejudice in any respect the structure, stability, durability or subsequent functioning of the Works; or

21.3 that any damage has occurred in respect of the Works; or

21.4 that in any other respect the Works are not in accordance with the Scheme of Works;

and the Council notify the Developer in writing of this then the Developer shall, at its own expense and to the satisfaction of the Council, forthwith take such remedial steps as the Council shall specify in the notice. For the avoidance of doubt this Condition is without prejudice to Condition 19.

22 SUSPENSION OF WORK

If in the opinion of the Council some part of the Works ought not properly to be commenced or continued by reason either of:-

22.1 the dependence of that part on the completion of remedial steps specified in a notice given under Condition 21; or

22.2 adverse weather conditions such as to prejudice the structure or stability of that part if executed under those conditions;

the Developer shall on the written order of the Council suspend the progress of that part of the Works for such time or times and in such manner as the Council may consider necessary, and shall during such suspension properly protect and secure the Works so far as is necessary in the opinion of the Council.

23 VARIATIONS AND ADDITIONS

In the event that any of the following circumstances arising in the course of execution of the Works,:-

- 23.1 if discovery is made of adverse ground conditions or artificial obstruction or any other unforeseen factor which in the opinion of the Council necessitate a modification of the Works to avoid or compensate for such conditions, obstruction or other factor in the interests of the satisfactory completion and subsequent functioning of the Works; or
- 23.2 if it shall appear to the Council requisite, in accordance with good engineering practice and to ensure satisfactory completion and subsequent functioning of the Works that any work or materials should be added, or that any such work or materials proposed by the Developer to be done or used should be omitted or changed; or
- 23.3 if it shall appear to the Council expedient that any obligation arising from the approved Scheme of Works should be deferred by reason of delay incurred by the Developer arising from some cause not within the Developer's control; or
- 23.4 otherwise if in a particular case the Developer and the Council so agree;

the Scheme of Works shall be varied and/or augmented in manner notified in writing by the Council to the Developer, and in the application of these Conditions any reference to the Scheme of Works shall be construed as a reference to the Scheme of Works as so varied and/or augmented.

24 PREVENTION OF NOISE, DISTURBANCE ETC

- 24.1 All work shall be carried out without unreasonable noise and disturbance and in such manner as not to interfere unnecessarily or unreasonably with the use and enjoyment of property adjoining or near the Works by their owners and occupiers.
- 24.2 Without prejudice to the generality of Condition 24.1, no work shall be carried on between the hours of 8.00pm and 7.00am the following day or on any Sunday or public holiday except insofar as:-
 - 24.2.1 any operations are necessary to avoid disruption to or for the control of traffic on any highway; or
 - 24.2.2 any work is unavoidable or absolutely necessary for the safety of life or property or the safety of the Works; or
 - 24.2.3 the Council have in writing otherwise agreed.

25 PROTECTION OF HIGHWAY

- 25.1 Insofar as the Works affect in any respect the existing highway such part shall be executed with the minimum of disturbance to that highway and traffic using that highway consistent with the work in hand.
- 25.2 In the event of it appearing to the Council at any time that such disturbance has occurred or is likely to occur to such extent as to prejudice the structure of the highway or the safety of users the Developer shall forthwith take such remedial steps as the Council may require.
- 25.3 Prior to the commencement of the Works the Developer will provide suitable vehicle and wheel cleaning apparatus and ensure that such apparatus is maintained in good and useable condition and used by all vehicles immediately before leaving the site of the Works to prevent mud or other materials being deposited on the adjoining existing highway.
- 25.4 In the event of Developer receiving any complaint it will promptly notify the Council.

26 SAFEGUARDING OF COMPLETED WORK

The Developer shall until the Council have issued the Certificate of Completion take all steps necessary to protect and maintain those parts of the Works which have been executed, so that upon substantial completion of the whole of the Works every part of the Works is in a sound and workmanlike condition and free from any damage and any material wear and tear.

COMPLETION AND CONSEQUENTIAL MATTERS

27 COMPLETION OF WORKS

- 27.1 The Works shall be executed and completed within such period as the Agreement may define (whether by duration or by reference to a specified date or both), provided that in the event of delay to the work arising from some cause not within the Developer's control the Developer shall be entitled to a reasonable extension of such period.
- 27.2 Without prejudice to any right or remedy of the Council, the Council may at any time by notice to the Owner permit an extension of time as the Council shall in its discretion determine and the Developer shall pay within 14 days of demand such additional monitoring fees (in addition to that provided for in Condition 13) as is necessary to reimburse to the Council the additional cost incurred in monitoring the Works by reason of the grant of such extension of time

28 PRE COMPLETION - CLEARANCE OF SITE AND STAGE 3 SAFETY AUDIT

- 28.1 On substantial completion of the Works the Developer shall clear away and remove from the site of the Works all plant, surplus material, rubbish and temporary works and items of every kind, and shall leave the whole of the site of the Works clean and in a workmanlike condition to the satisfaction of the Council.
- 28.2 On substantial completion of the Works (and clearance of the site of the Works) the Developer shall lodge a stage 3 Safety Audit report together with the 'Designer's response' with the Council and the Developer shall execute and complete all works as advised by the Council arising from the Safety Audit recommendations.

29. HEALTH AND SAFETY

- 29.1 The Developer shall furnish to the Council the Health and Safety File prepared in accordance with Interim Advice Note 105/08 - Implementation of Construction (Design and Management) 2007 issued by the Highways Agency (now Highways England) as revised and/or replaced from time to time. The Health and Safety File shall include detailed plans and drawings showing the Works as the same have actually been executed and completed and the Developer shall at his own cost ensure that the Council shall not be prevented by copyright or otherwise from reproducing such plans and drawings or part of them as the Council may require for purposes relating only to the Works and the highway and the Developer shall furnish satisfactory evidence to the Council that this has been done. The plans and drawings furnished under this Condition shall be no less detailed than the plans and drawings submitted under Condition 9.1 unless the Council shall in writing otherwise agree.

30. COMPLETION CERTIFICATE

Subject always to prior compliance with the pre completion requirements (Condition 28) and with Condition 29 the Council shall issue the Certificate of Completion forthwith if the Council is satisfied that the Works (save for such minor outstanding works as the Council shall agree) have been completed in accordance with the Agreement including these Conditions

31. DEDICATION AS HIGHWAY

Upon the issue of the Certificate of Completion unless the Agreement provides otherwise the whole of the land comprised in the Works (so far as not already forming part of the public highway and excluding such part as the Developer and the Council may in writing agree) shall be deemed to have been dedicated as public highway and shall thereafter subject always to compliance with Conditions 34 & 35 be a highway maintainable at public expense.

32. EASEMENTS

32.1 The Developer shall forthwith following the issue of the Certificate of Completion:-

32.1.1 transfer to the Council all those rights and easements (so far as the same do not at that time already subsist in favour of the Council) referred to in Condition 11.1.6; and

32.1.2 grant to the Council any easement which in the Council's opinion is necessary to ensure the permanent and satisfactory drainage or lighting of the Works in respect of any land which is retained by the Developer and such easement shall be in a form previously approved by the Council and the Developer will procure that any person with an interest in the relevant land joins in the deed of easement for the purpose of consenting to and confirming such easement.

32.2 The Council shall not be liable for the payment of compensation or legal or any other costs or fees arising from any such transfer or grant of easement.

33. NOISE INSULATION

The Developer shall within 1 month after the opening of the Works to public traffic supply to the Council an update of the information required pursuant to part 2 of Condition 9.8 (noise survey assessment and modelling- map lists and works) which relates to all eligible properties at the date of the opening of the Works to public traffic.

34. REMEDYING OF DEFECTS AND OUTSTANDING WORKS

34.1 If at any time during the period of two years following the date on which the Council issue the Certificate of Completion:-

34.1.1 any defect in the Works becomes manifest (not being a defect arising solely from normal use by the public as a highway or from accidental or wilful damage by any third party); or

34.1.2 the Developer shall fail to complete any of the outstanding works mentioned in Condition 30 (minor outstanding Works on issue of Certificate of Completion) and the Council notify the Developer in writing of this

then the Developer shall at his own expense cause such defect to be made good or outstanding works to be completed (as the case may be) to the satisfaction of the Council.

34.2 Forthwith on receipt of any notification from the Council further to Condition 34.1 the Developer will agree with the Council the timing of the carrying out of such remedial or outstanding works and unless otherwise agreed shall secure their completion within one month of receipt of such notification (except in the event of delay

arising from some cause not within the Developer's control when the Developer shall be entitled to a reasonable extension of time).

35. STAGE 4 ROAD SAFETY AUDIT

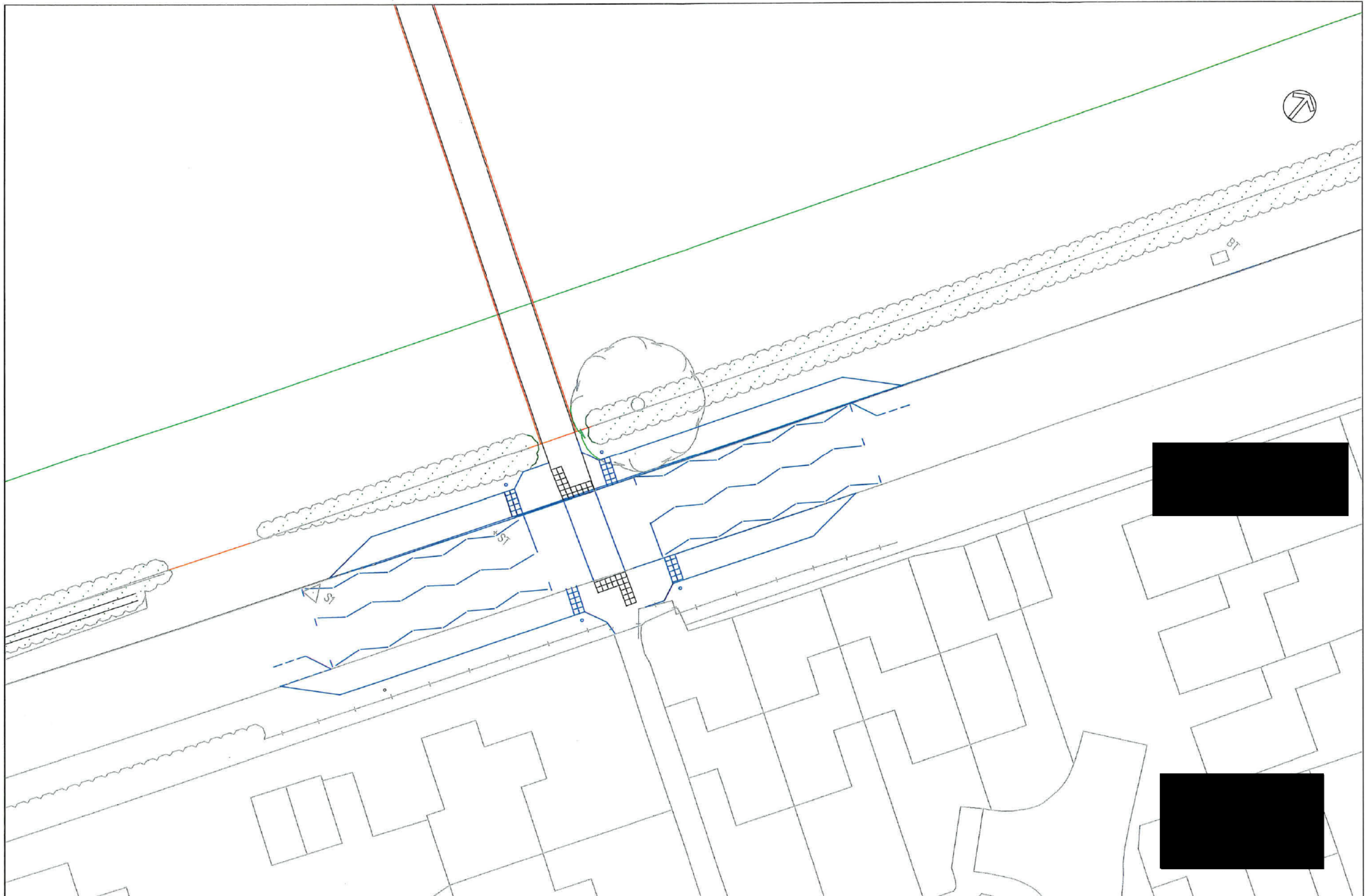
- 35.1 The Council may require the Developer to carry out a Safety Audit Stage 4 at any time within 36 months from the opening of the Works and to lodge the report with the Council together with the "Designer's response" within 2 months and the Council shall notify the Developer of all works required to be undertaken arising from the Safety Audit recommendations
- 35.2 In the event that notification of works is given by the Council further to Condition 35.1 prior to the full release of the Bond the Developer shall execute and complete all the works as advised by the Council. The Developer will agree with the Council the time that he will be carrying out such works and unless otherwise agreed shall secure their completion within 1 month of receipt of such notification (except in the event of delay arising for some cause not within the Developers control, when the Developer shall be entitled to a reasonable extension of time).
- 35.3 In the event that notification of works is given by the Council further to Condition 35.1 subsequent to the full release of the Bond the Developer shall pay to the Council within 28 days of written request from the Council the costs incurred or to be incurred by the Council in carrying out such works.

36. RELEASE OF BOND

- 36.1 Upon the issue of the Certificate of Completion the Bond shall be deemed to be released by eighty per cent (80%) of its original value;
- 36.2 The Bond shall be deemed to be fully discharged at the latest of the following:
- 36.2.1 the date two years after the date on which the Council issue the Certificate of Completion; and
- 36.2.2 the date on which all defects and outstanding works have been made good and completed as referred to in Condition 34; and
- 36.2.3 the date on which all works have been completed as referred to in Condition 35.2
- 36.2.4 the Council have recovered their full expenses in all cases where Condition 5 applies (Council may act in default or emergency);
- 36.2.5 the date on which the Council have received the transfers or grants further to Condition 32;
- 36.3 Conditions 36.1 and 36.2 are without prejudice to the Council's absolute discretion from time to time upon application of the Developer to release the Bond to an extent commensurate with


the proportion of the Works that have been executed and completed at such time.

APPENDIX 7
S278 WORKS PLAN (INDICATIVE)



Based upon the ORDNANCE SURVEY MAPS with the permission of THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE,
 © Crown Copyright AL 100030412
 © David Tucker Associates

REV	DESCRIPTION	DRAWN	INITIALS	DATE	DRAWING STATUS	CHECKED BY	DATE

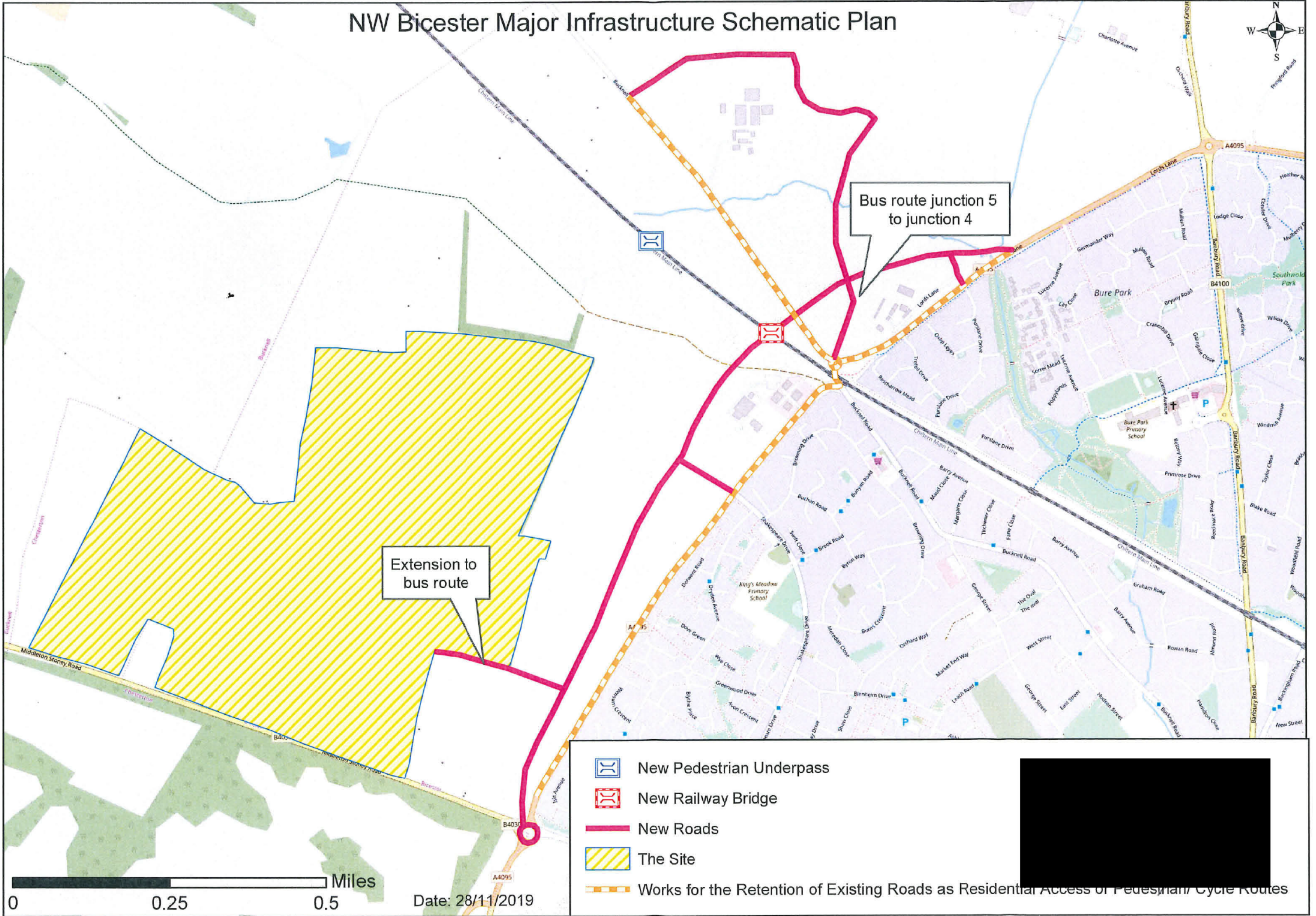


david tucker associates
 transport planning consultants
 Forester House, Doctors Lane
 Herley-in-Arden
 Warwickshire B95 5WV
 Tel: +44(0)1564 793998
 Fax: +44(0)1564 793983
 www.dta-transportation.co.uk






JOB TITLE		ALBION LAND	
DRAWING TITLE		HOWES LANE CROSSING	
SCALE	DRAWN BY	DATE	DRAWING No
1:125@A1	RM	08/03/22	14042-60-CY
REVISION			M

APPENDIX 8
MAJOR INFRASTRUCTURE SCHEMATIC PLAN)

NW Bicester Major Infrastructure Schematic Plan



Date: 28/11/2019

-  New Pedestrian Underpass
-  New Railway Bridge
-  New Roads
-  The Site
-  Works for the Retention of Existing Roads as Residential Access or Pedestrian/Cycle Routes