

TRANSPORT STATEMENT

Bicester Gateway Ltd.

Bicester Gateway, Bicester

June 2022

Transport Statement

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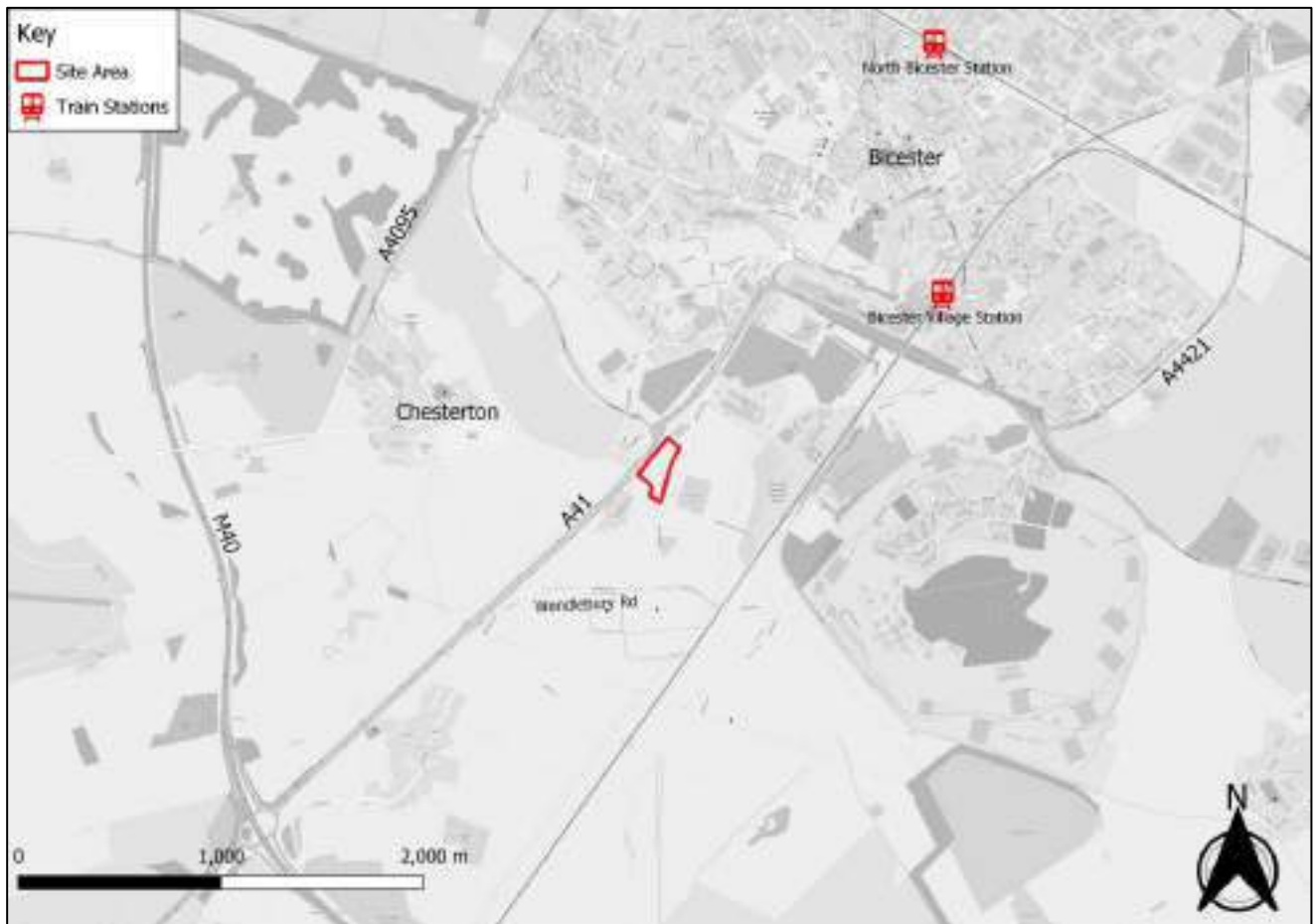
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1 Introduction

- 1.1 Vectos have been appointed by Bicester Gateway Ltd to provide transport and highway advice in support of a Reserved Matters Application for the development of the Phase 1b site at Bicester Gateway for commercial use.
- 1.2 The application site is located around 1.6km to the southwest of Bicester Village Station, and directly 200m east of the Bicester Park and Ride. The site is bound by Charles Shouler Way to the northeast, Wendlebury Road to the southeast, an unnamed road to the south (known locally as Church Road), and the A41 to the northwest.
- 1.3 The site is shown in its strategic context below in **Figure 1.1**.

Figure 1.1: Strategic Site Location Plan



- 1.4 The development proposals are to provide 11,745 sqm (GIA) of flexible employment use falling under the now superseded B1 use class, in line with the extent consent on the site. This floorspace is to be delivered) in the form of up to 12 separate units with parking for up to 335 cars and associated servicing areas including loading bays. The intended use of the site falls within the B1 land use category and is expected to include a majority of workshop/laboratory space supplemented by

ancillary office space. As such the proposed development will consist of a small proportion of B1(a) use and a large proportion of B1(b)/B1(c) use. The site masterplan can be viewed at **Appendix A**.

Local Planning Context

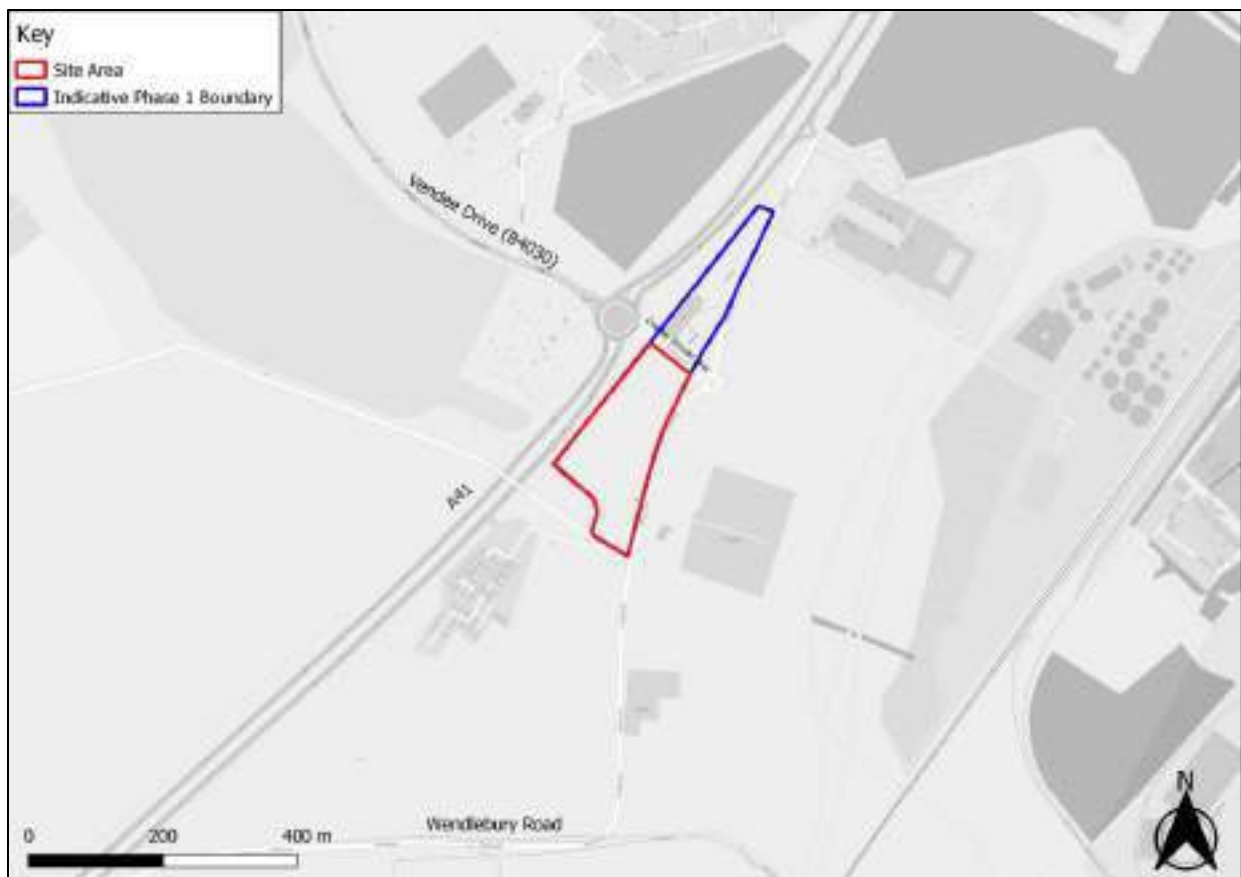
Outline Planning Application

1.5 The Bicester Gateway Phase 1b site benefits from an Outline Planning Consent as part of the Bicester Gateway consent (ref: 16/02586/OUT) which was for:

“Phase 1 of the proposed new business park (“Bicester Gateway”) comprising up to 14,972 sqm (Gross External Area) of B1 employment-based buildings, plus a hotel (up to 149 bedrooms), with associated infrastructure, car parking and marketing boards.”

1.6 The Bicester Gateway development was approved in July 2017. The decision notice is attached at **Appendix B**. The hotel (Phase 1a) has been built, which is now the Holiday Inn Express (outlined in blue below). However, no development has taken place on the proposed site (Phase 1b). The Phase 1a site is shown as an extension to the proposed development site in **Figure 1.2**

Figure 1.2: Bicester Gateway Phase 1 Site Boundary



1.7 As part of the Outline Planning Consent relevant to the Bicester Gateway Phase 1 site, it was agreed that the Phase 1b development would provide:

- A 3m wide shared footway/cycleway along the A41 frontage to the development, providing a natural extension to the facility delivered by the Hotel (Phase 1a) and available along the A41 into Bicester further north. This in effect represents a widening of the narrow footpath already present along the A41;
- The existing crossing across Charles Shouler Way would be improved with better tactile paving and left in its current location to maintain a direct route for pedestrians and cyclists.
- At the southern end of the development, the proposed shared footway/cycleway along the A41 would connect with the disused slip road to provide a traffic free link back to Wendlebury Road and the National Cycle Route 51
- Access to the development for pedestrians and cyclists would be gained from the proposed new footway/cycleway alongside the A41;
- A mini roundabout at the junction between Charles Shouler Way and Wendlebury Rd (if Phase 1b proceeded ahead of the roundabout now constructed as part of the adjoining Catalyst scheme);
- A local improvement at the A41/Vendee Dr roundabout;
- A contribution towards the SEPR, amongst other contributions.

1.8 The Reserved Matters development on Phase 1b will be supported by a Travel Plan to be prepared on occupation and in line with the Framework Travel Plan for the Bicester Gateway Phase 1 development. Finally, the reserved matters development on Phase 1b will include the delivery of ANPR monitoring of traffic entering and exiting the site, so as to understand the extent to which traffic accessing the development travels from Wendlebury Rd south. This monitoring will allow the operator of the development to control and limit the potential traffic impact of the development on Wendlebury. These measures were agreed at the time of the Outline Planning Consent for the Bicester Gateway Phase 1 development and were related to the Phase 1b site, they are therefore to be implemented as a result of the proposed Reserved Matters development on the Phase 1b land.

1.9 The Phase 1a Hotel development has already delivered a number of additional transport improvements as agreed at the time of the Outline Planning Consent for Bicester Gateway Phase 1, including:

- A shared footway/cycleway along the A41 frontage of the Phase 1a site
- A south-westbound stop on the development side of the A41 offering access to the full range of bus destinations available; and
- A new crossing across the A41 north of the Vendee Dr roundabout to allow access to the north-eastbound bus stop on the opposite side of the A41.

1.10 The extant consent on the Phase 1b site covers 14,972 sqm (GEA) of B1 employment-based buildings.

Catalyst

- 1.11 More recently, in the vicinity of the site, an additional development called ‘Catalyst’ (19/01740/HYBRID) has been granted consent and is currently being constructed. This site is a large mixed-use development of B1 and a Health and Racquets Club. It includes new highway access works that have recently been delivered, changing the context directly relevant to the Reserved Matters development site. In particular, the Catalyst development has delivered a new roundabout at the Charles Shouler Way/Wendlebury Rd junction, therefore cancelling the need for the Phase 1b development to provide the lower capacity mini roundabout attached to the Phase 1b consent. In addition, the Catalyst development has delivered a number of improvements to pedestrian and cycle access to the development area, along Wendlebury Road, benefiting the accessibility of the Phase 1b site.
- 1.12 The location of the Catalyst site is illustrated (in blue outline) in **Figure 1.3**.

Figure 1.3: Catalyst Site



- 1.13 In addition, the catalyst will provide:
- Around £375,000 to public transport contribution services;
 - An additional £10,000 contribution to build a bus shelter including a standard flagpole and information case;

- Extend a local bus service to/from this site during the major peak times for a period of 5 years.

This Document

1.14 The remainder of this report is structured as follows:

- **Section 2: Existing Conditions** – describes the site, its accessibility by all modes of transport and its surrounding road network;
- **Section 3: Policy Context** – discusses relevant transport policies;
- **Section 4: Development Proposals** – summarises the proposed development;
- **Section 5: Trip Generation** – considers the proposed development’s trip generation in relation to the trip generation of the consented development on the Phase 1b site at the time of the Bicester Gateway Phase 1 Outline Planning Consent; and
- **Section 6: Summary and Conclusions.**

2 Existing Conditions

2.1 This section provides a review of the existing conditions at the site and its local surroundings including accessibility by sustainable modes of transport.

Site Location

2.2 The existing site comprises vacant land located immediately to the south of Charles Shouler Way, opposite the Bicester Park and Ride on the A41.

2.3 Currently, there are no formal vehicular access points onto the site, apart from a farm access from Wendlebury Road.

2.4 The location of the site can be seen in its local context in **Figure 2.1**

Figure 2.1: Local Site Location Plan



Accessibility

- 2.5 A site visit was conducted by Vectos on 24/05/2022 in order to assess the accessibility of the site. It should be noted that due to the recent development in the area, the local highway network differs to that shown on aerial photography. The images are attached as **Appendix C**.

Walking

- 2.6 The development site benefits from good walking infrastructure connecting it to key destinations in its immediate vicinity and north along the A41. There is a continuous shared footway/cycleway provided along the A41 on the side of the development site from Charles Shouler Way to Bicester town centre. This facility provides connections to developments on either side of the A41 where a number of traffic signal-controlled crossings are available. In particular, in the immediate vicinity of the site, the Bicester Gateway Phase 1a delivered shared route and then crossing across the A41 provides pedestrian access to the development site and connection to bus stops on the A41, as well as the housing and schools at Kingsmere, and of course the Park & Ride.
- 2.7 The Catalyst development has also recently delivered improved walking facilities along Wendlebury Rd, including crossing points and a direct route through the Charles Shouler Way/Wendlebury Rd roundabout and a new footway/cycleway on the south-eastern side of Wendlebury Rd linking the development site to the Catalyst development as well as Bicester Avenue. Site photos illustrating the quality of the infrastructure available are provided in **Appendix C**.
- 2.8 The site is within a reasonable walking distance of a number of facilities, including the Holiday Inn Express Hotel across Charles Shouler Way, Bicester Avenue (400m), Tesco (1,000m), Bicester Village (and railway station) (1,600m). Therefore, as established at the time of the extent consent, the development site benefits from excellent access by walking, access that has recently been further improved by the infrastructure delivered by the Bicester gateway Phase 1a development and the Catalyst scheme.
- 2.9 In addition, it is worth noting that there is a short Public Right of Way (PRoW) within the site (161/8/20). A map of nearby PRoWs is shown in **Figure 2.2**.

Figure 2.2 PRow Plan



- 2.10 The PROW within the site, is a short route which currently does not offer any wider connections. The route ends on Wendlebury Road. Images included at **Appendix C** show the access points for the PROW. However, the PROW route is currently overgrown and not delineated, which indicates that it is unlikely to be used on a regular basis.

Cycling

- 2.11 Cherwell District Council (CDC) promotes a number of cycle routes in and around Bicester. In relation to the site, both the “Silver Route” and the “Oxygen Route” are within close proximity and offer routes shared with pedestrians to Chesterton and around Bicester. It must be noted that the “Silver Route” runs along the A41 frontage of the development site along a narrow and overgrown pedestrian route that will be significantly improved as part of the delivery of the reserved matters development proposals at Bicester Gateway Phase 1b.
- 2.12 In addition to the CDC promoted routes, National Cycle Network (NCN) Route 51 runs along Wendlebury Rd. It connects Kidlington, to the south, to Bedford, to the north, via Bicester. Locally, this route provides a cycle connection to the Bicester Village railway station and a link through Bicester town centre, running along the shared footway/cycleway available along the A41. Through the recent development in the area, there are shared walking and cycling facilities which can be used to access the NCN Route 51.

2.13 As established at the outline planning consent stage, the development site benefits from excellent access by cycling; access that has been recently further improved by the Bicester Gateway Phase 1a development and the Catalyst scheme.

2.14 The local cycling routes can be seen in **Figure 2.3**.

Figure 2.3: Cycling Routes



Bus

2.15 The nearest bus stop to the site, is located on the A41 north of Vendee Drive. The southbound stop is located 460m from the nearest pedestrian site access along the A41. The northbound stop is located 620m from the site along the A41

2.16 The location of these stops are shown in **Figure 2.4**.

Figure 2.4 Closest Bus Stops



2.17 A summary of the key bus route accessible from these stops is provided in **Table 2.1**

Table 2.1: Local Bus Service Summary

Service Number	Route	Average Daytime Frequency (Minutes)		
		Weekday	Saturday	Sunday
Vendee Drive southbound				
S5	Bicester - Oxford	Every 15 mins until 19:30 then every 30 Mins	Every 15 mins until 19:30 then every 30 Mins	Every 30 mins
Vendee Drive northbound				
S5	Oxford – Bicester	Every 15 mins until 20:30 then every 30 Mins	Every 30 mins until 09:00 then Every 15 Mins Returning to every 30 mins at 20:00	Every 30 mins until 19:15 then Every 60 mins

- 2.18 The information shown in **Table 2.1** shows that the nearest bus stops to the site provide frequent services to Oxford and Bicester. The services also provide a close connection to Bicester North and Bicester Village rail stations allowing for onward travel. Moreover, there are also daily community bus services to the community hospital and other key facilities.
- 2.19 It is understood that the Catalyst development will deliver a bus stop on Wendlebury Rd, about 150m from the development site, and this stop is meant to be served by diverted local services.
- 2.20 Finally, there is also an additional bus stop at Chesterton Turn South which provides access to the same services as listed above and is located along the A41.
- 2.21 Overall, as established at the outline planning stage, the development site benefits from excellent accessibility by bus services, accessibility that was recently improved by the Bicester Gateway Phase 1a development and that will be further improved through the Catalyst development.

Rail Services

- 2.22 The nearest train station is Bicester Village (shown in **Figure 1.1**) which is located approximately 1.6km to the north-east of the site. The station is served by Chiltern Railways running on the London

Marylebone to Oxford Line. **Table 2.2** summarises the services available from Bicester Village Train Station.

Table 2.2: Summary of Rail Services

Destination	Weekday	Saturday	Sunday	Journey Time
London Marylebone	Every 30 minutes	Every 30 minutes	Every 60 minutes	60 Minutes
Oxford	Every 30 minutes	Every 60 minutes	Every 60 minutes	19 minutes

- 2.23 Bicester Village Station and the S5 bus route lend themselves to being part of regular multimodal journeys and commutes, as this route can be accessed directly from the bus stops near the site. The station can also be accessed in 30-minute by walking and by bicycle in under 10 minutes via the footway/cycleway along the A41 and Oxford Road. The station also has 50 sheltered cycle storage spaces that are covered by CCTV.
- 2.24 As such, and as established at the outline planning consent stage, the development site benefits from excellent access to rail.

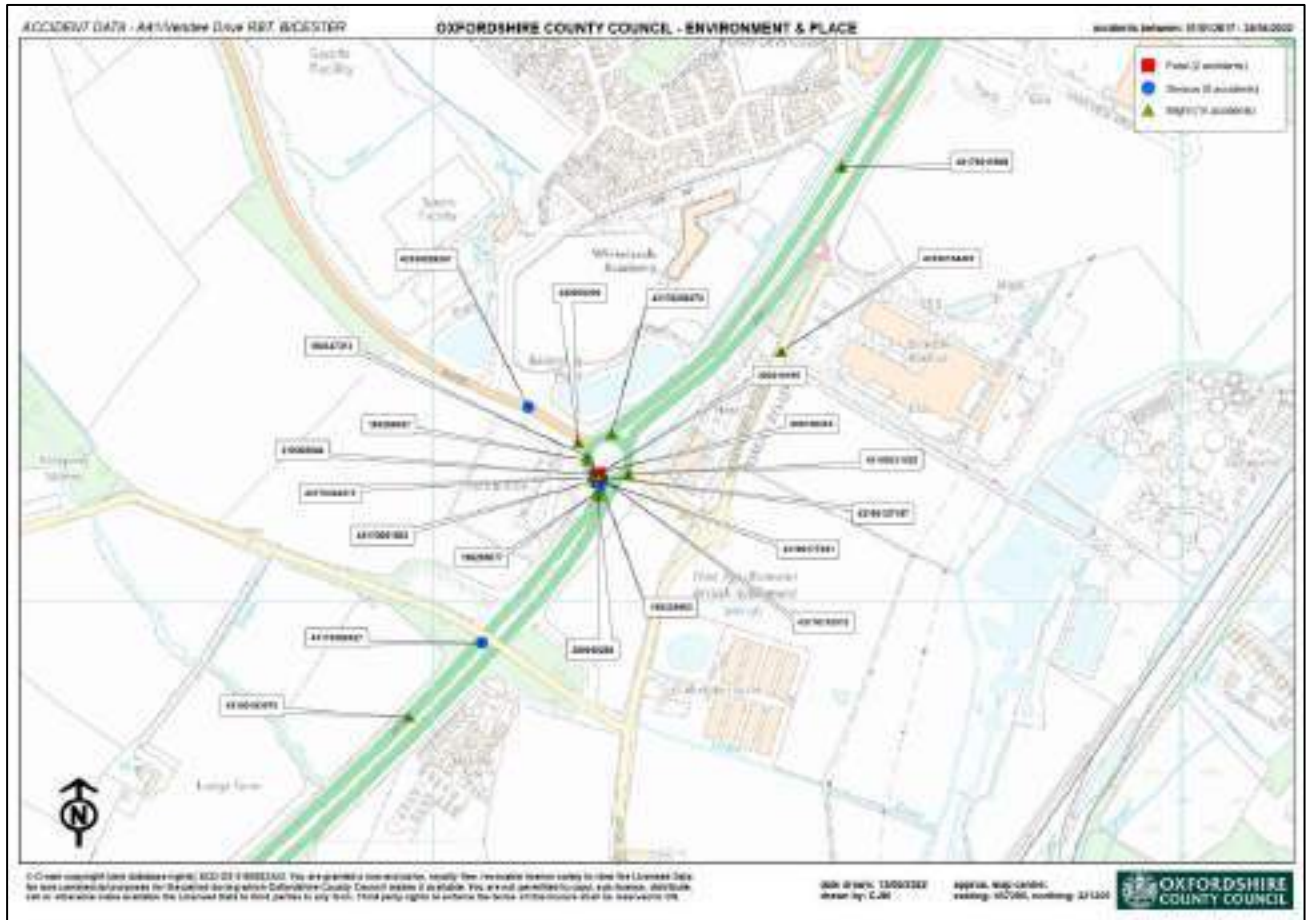
Local Highway Network

- 2.25 The A41 is a dual carriageway road that is subject to a 40mph speed limit in the vicinity of the development site. The A41 connects the development site to the M40 at Junction 9, near Wendlebury, southwest of the site. The M40 provides strategic road access to London and Birmingham. The A34 runs south of M40J9 and provides a link to Oxford and then the M4 corridor.
- 2.26 Access into the development area from the A41 is gained from the A41/Vendee Dr roundabout and via Charles Shouler Way that links the roundabout with Wendlebury Rd.

Collision Data

- 2.27 Collision data has been reviewed for the latest 5-year period using records held by Oxfordshire County Council (OCC). The assessment undertaken aimed to determine if there were any collision clusters that would highlight an existing road safety issue. A summary of the collisions assessed is shown at **Figure 2.4** below. Details of the data received from OCC is provided as **Appendix D**.

Figure 2.4: Oxfordshire County Council Collision Summary



- 2.28 As can be seen in **Figure 2.4**, there have been several collisions across the last 5-year period, with a particular cluster on the A41 south approach into the A41/Vendee Dr roundabout. In total 14 slight, 5 serious and 2 fatal collisions have been recorded over the latest 5-year period.
- 2.29 It is worth noting that there have been no collisions along Wendlebury Road, or Charles Shouler Way recorded across the latest five-year period.
- 2.30 The majority of the local collisions have occurred at the A41/Vendee Dr roundabout. In total there have been 10 collisions on this approach, including 2 fatal collisions. The fatal collisions occurred in 2019 and 2020.
- 2.31 Following these collisions, the County Council has taken steps to address incidents associated with this cluster of collisions, as set out in Oxford County Council (Bicester Area) (Speed Limits) Order 2021:
- The 40mph speed limit on the roundabout approach is now extended by 240 metres and a 50mph speed limit has been introduced for 670 metres in advance of that; and

- Around 1km in advance of the northbound A41 there has been improvements to signage better indicating the dropping speed limit on the approach to the motorway written at intervals on the surface of both sides of the carriageway.

2.32 Proceeding the changes, there have been two additional collisions associated with this cluster, but these incidents have only been slight in severity.

Summary

- 2.33 In summary, as established at the outline planning stage, the development site benefits from excellent accessibility by sustainable modes of transport, accessibility that has recently been improved through the delivery of transport infrastructure improvements associated with the Bicester Gateway Phase 1a development and the Catalyst scheme.
- 2.34 Vehicular access to the development site can also be gained, via Wendlebury Rd as established at the outline planning stage, and the site is well connected to the wider road network.
- 2.35 Based on a review of collision data, a cluster of collisions has been identified at the A41/Vendee Dr roundabout. The County Council has taken steps that now resolve this issue by delivering reduced speed limits along the A41 on the approach to the roundabout. These changes have been implemented by Oxfordshire County Council and come in addition to the layout improvements at the junction agreed with the County Council at the time of the outline consent as suitable mitigation to the predicted impacts of development at Bicester Gateway Phase 1b. Combined, it is concluded that these two schemes form a commensurate response to the collisions.

3 Policy Context

3.1 This section of the Transport Statement addresses the relevant national and local policy, in the context of the site and the development proposals.

National Policy

National Planning Policy Framework (July 2021)

3.2 The National Planning Policy Framework (NPPF) is a central government planning document produced by the Ministry of Housing, Communities and Local Government. The revised NPPF was published in July 2021 and sets out the government's planning policies for England and how these are expected to be applied. This revised framework replaces the previous NPPF published in March 2012, July 2018, and February 2019.

3.3 Section 9 of the NPPF deals with 'Promoting sustainable transport.' Paragraph 105 states that:

“Significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes.”

3.4 Paragraph 110 sets out the transport issues which should be addressed within Development Plans and decisions. These are:

- *“Appropriate opportunities to promote sustainable transport modes can be – or have been – taken up, given the type of development and its location;*
- *safe and suitable access to the site can be achieved for all users;*
- *the design of streets, parking areas, other transport elements and the content of associated standards reflects current national guidance, including the National Design Guide and the National Model Design Code 46; and*
- *any significant impacts from the development on the transport network (in terms of capacity and congestion), or on highway safety, can be cost-effectively mitigated to an acceptable degree.”*

3.5 Finally, the NPPF states that: *“Development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe.”*

Planning Practice Guidance

3.6 The Ministry of Housing, Communities and Local Government (MHCLG) provides a web-based Planning Practice Guidance (NPPG). The resource includes guidance and good practice related to the preparation of transport statements.

- 3.7 As a prerequisite, the guidance suggests transport statements should be made as useful and accessible as possible. This is achieved by ensuring that any information or assumptions are set out clearly and are publicly accessible.
- 3.8 The guidance indicates that Transport Assessments and Statements and Travel Plans can positively contribute in the following ways:
- *“Encouraging sustainable travel;*
 - *lessening traffic generation and its detrimental impacts;*
 - *reducing carbon emissions and climate impacts;*
 - *creating accessible, connected, inclusive communities;*
 - *improving health outcomes and quality of life;*
 - *improving road safety; and*
 - *reducing the need for new development to increase existing road capacity or provide new roads.”*
- 3.9 The guidance specifies that it is linked directly to paragraph 105 of the NPPF which promotes a planning decision process that manages the patterns of growth and then focuses development on locations which are, or can be made, sustainable.
- 3.10 When defining the key principles of a transport statement, the guidance states that Statements should strive to be:
- *“Proportionate to the size and scope of the proposed development to which they relate and build on existing information wherever possible;*
 - *Established at the earliest practicable possible stage of a development proposal;*
 - *Tailored to particular local circumstances (other locally determined factors and information beyond those which are set out in this guidance may need to be considered in these studies provided there is robust evidence for doing so locally); and*
 - *Brought forward through collaborative ongoing working between the local planning authority / Transport Authority, transport operators, Rail Network Operators, Highways Agency (Now known as National Highways) where there may be implications for the strategic road network and other relevant bodies engaging communities and local businesses in Travel Plans, Transport Assessments and Statements can be beneficial in positively supporting higher levels of walking and cycling (which in turn can encourage greater social inclusion, community cohesion and healthier communities).”*

Local Policy - Oxfordshire Local Transport Plan

Connecting Oxfordshire 2015 – 2031

- 3.11 Adopted in 2015, Connecting Oxfordshire 2015-2031 (LTP4) sets out Oxfordshire County Council's (OCC's) policy and strategy for developing transport systems in Oxfordshire to 2031.
- 3.12 OCC sets their transport goals as follows, in line with three key themes:
 - To be supportive of jobs and housing growth and economic vitality with a focus on job creation in research, science and technology, engineering, and high-tech manufacturing (Theme 1 – Supporting growth and economic vitality);
 - To support the transition to a low carbon future for example by providing charging infrastructure to electric cars (Theme 2 – Reducing emissions); and
 - To protect, and where possible enhance Oxfordshire's environment and improve quality of life by promoting a sustainable approach to development (Theme 3 – Improving quality of life).

Oxfordshire Parking Standards

- 3.13 Oxfordshire parking Standards for Cars are provided in **Table 3.1**

Table 3.1: Car Parking Standards

Use Class	Description	Car Parking Standards
B1 use	B1 (a) offices B1 (b) research and development, high-tech/ B1 (c) light industry.	1 space per 30sqm gross floor area

- 3.14 Oxfordshire parking Standards for Bicycles are provided in **Table 3.2**

Table 3.2 Cycle Parking Standards

Use Class	Description	Cycle Parking Standards
B1 use	B1 (a) offices B1 (b) research and development, high-tech/ B1 (c) light industry.	1 space per 150sqm gross floor area employee 1 space per 500 gross floor area Visitor

Local Policy - Cherwell Local Plan 2011 – 2031

- 3.15 The Cherwell Local Plan, adopted in 2015, sets out the Council's vision for the area up to 2031. This includes improving the economy of the area but also protecting existing town centres and villages.
- 3.16 Cherwell's Local Plan, in line with the policy direction of Oxfordshire County Council and National guidance, focuses on the delivery of sustainable growth through a number of strategic objectives, such as:
- Strategic Objective 13. To reduce single occupancy of vehicles by improving the quality and appeal of public and active transport routes.
 - Strategic Objective 14. Creating attractive developments which contribute to the wellbeing of the area contributing to the long-term sustainability of projects in the area.

Summary

- 3.17 A key aim of local and national transport policy is to integrate land use planning and transport for new development and to promote accessibility by non-car modes of transport wherever possible.
- 3.18 As noted above, the proposed site is well served by sustainable transport modes including an extensive pedestrian network, local cycle routes and bus routes linking the site to Bicester village Train Station.
- 3.19 It will be demonstrated in the following sections that the car parking provision is kept to a minimum, quality cycle parking will be provided, and a Travel Plan is to be implemented as set out in the extent consent for the site.
- 3.20 As a result, the proposed development is considered to comply with local and national policy objectives. The policy context for the development of Bicester Gateway Phase 1b has not changed since the outline consent was granted, with the focus remaining on delivering access to the development for all modes of transport, and in particular active travel and public transport modes.

4 Development Proposals

- 4.1 This section of the report sets out the development proposals for the site including access, parking, and servicing.

Overview

- 4.2 The development proposals are to provide circa 11,745 sqm (GIA) of flexible employment use falling under the now superseded B1 use class, in line with the extent consent on the site. This is to be delivered in the form of 12 separate units with parking for up to 335 cars and associated servicing areas including loading bays. The intended use of the site falls within the B1 land use category and is expected to include a majority of workshop/laboratory space supplemented by some ancillary office space. As such the proposed development will consist of a small proportion of B1(a) use (2,344sqm GIA) and a large proportion of B1(b)/B1(c) use (9,401sqm GIA). The site masterplan can be viewed at **Appendix A**.

Vehicle Access

The proposed development will introduce a T-junction site access along Wendlebury Road. The proposals are illustrated on Drawing 226701_PD01, provided in **Appendix E**.

- 4.3 The site access achieves visibility splays of 2.4 x 120m, which is line with DMRB requirements for a road speed limit of 40mph. As set out in the outline planning consent for the development site, it is proposed to extend the 40mph speed limit along Wendlebury Rd to the junction with the road to Chesterton through the TRO funded through S106 contributions.

Public Transport Access

- 4.4 Access to the proposed development by public transport will be gained via the already existing public transport infrastructure in the vicinity of the site. The two bus stops on the A41 north of Vendee Dr will form the main bus gateways into the site, connected via the improved shared footway/cycleway along the A41 delivered by the Bicester Gateway Phase 1a development and supplemented by the proposals delivered by the reserved matters development, as well as the A41 traffic signal-controlled pedestrian crossing also delivered by Bicester Gateway Phase 1a. This will then be complemented by the bus accessibility proposals delivered by the Catalyst development.
- 4.5 Access by rail for commuting in particular is also provided as the Bicester railway stations are accessible from the site by walking and cycling via the continuous shared footway/cycleway along the A41 and a network of routes through Bicester town centre, as well as by bus.

Pedestrian and Cycle Access

- 4.6 The site has been designed to maximise accessibility and permeability for pedestrians from the highway. Throughout the site, footways will be a minimum of 1.5 meters wide.
- 4.7 To the north of the site, the existing 'Silver Route' as shown in **Figure 2.3**, will be upgraded to a shared cycleway/footway of 3m. This is as per the outline consent for the development site.

- 4.8 The site will in addition provide connections through the site to make use of the recent provision of footway/cycleways along Wendlebury Road which provide connections onto Bicester.
- 4.9 As shown in **Figure 2.2**, the PROW 161/8/20 runs through the site. It is proposed to engage with OCC and CDC to discuss diverting the PROW. Currently, the PROW does not connect to any facilities provided along Wendlebury Road. It is proposed to provide a more permeable, attractive route for walkers, making use of the facilities provided along Wendlebury Road.

Parking

- 4.10 Vehicle parking areas will be located in front of each unit and also in the southwest corner of the site. Overall, 335 vehicle spaces will be provided including 12 disabled spaces (1 per unit).
- 4.11 The vehicle parking guidance set out within the Oxfordshire County Council Parking Standards has been used as a guide. The parking policy is set out in **Table 4.1**.

Table 4.1: Parking Policy Requirement (Maximum)

Lane Use	Policy Requirement
B1	1 space per 30 sqm gross floor area employee

- 4.12 The proposed development would deliver 11,745sqm GIA of B1 use. Applying the OCC standards, this equates to the provision of a maximum of 392 car parking spaces. The proposed development will provide 335 car parking spaces, within the policy maximum requirement.
- 4.13 The proposed 335 car parking spaces represent a ratio of 1 space per 35 sqm GIA, which is the same as the level of provision agreed by OCC on the Catalyst site for the same type of use. On that basis, it is considered that the car parking provision proposed for the development represents a suitable policy compliant position.
- 4.14 Based on their experience of the industrial market, the applicant is comfortable that the proposed car parking provision will meet the needs of the likely future tenants on site.

Cycle Parking

- 4.15 Secure and sheltered cycle parking spaces will be provided in accordance with Oxfordshire County Council Parking Standards which stipulates that the below is required:
 - B1 use: 1 space per 150sqm gross floor area for employees & 1 space per 500 gross floor area for visitors; and
- 4.16 For the proposed 11,745sqm GIA of B1 use on site, 79 cycle spaces should be provided for employees and 24 for visitors.

Servicing

- 4.17 Swept path analysis has been undertaken to show that the site can be accessed safely. The following vehicles have been used:
- Standard Design Vehicle (SDV);
 - 7.5t Box Van;
 - 12m rigid vehicle;
 - Refuse vehicle; and
 - 16.5m Artic.
- 4.18 Drawings showing these vehicles entering and leaving the development are provided at **Appendix F**.
- 4.19 Given the type of units provided on site, it is foreseen that the vast majority of vehicle using the site on a daily basis will be SDVs and 7.5t Box Vans, both of which can be comfortably accommodated internally and along Wendlebury Road.
- 4.20 It is also foreseen that rigid vehicles will also need to access the site frequently. **Appendix F** shows that 12m rigid vehicles (the largest rigid type of vehicle) can access each of the individual units. The vehicular access proposals illustrated in drawing 226701_PD01 include a widening of the section of Wendlebury Rd between the proposed site access and the roundabout with Charles Shouler Way to ensure that there is sufficient road width for two 12m rigid lorries to pass on their way to/from the proposed development. The site access layout also allows for servicing vehicles to access and egress the site to and from the north-east.
- 4.21 The site has also been designed to accommodate infrequent use by 16.5m artic vehicles. This type of movement will be a rare occurrence and will feature the artic reversing internally before exiting the site in forward gear.
- 4.22 A refuse vehicle has also been designed for and can be accommodated within the development. It is expected that refuse collection will be undertaken by a private contractor.

5 Trip Generation

Outline Consent

- 5.1 As mentioned in Section 1, the site benefits from an outline planning consent. The approved land use for the site is B1 use. The traffic impacts of the extent consent development were assessed at the time of the outline application, on a worst-case scenario assuming the site being used for B1(a) office purely. A mitigation strategy associated with these worst-case scenario impacts was agreed and enshrined within the planning obligations accompanying the consent, as set out in Section 1.
- 5.2 The vehicular trips predicted to/from the development at the time of the outline planning application are summarised in **Table 5.1**.

Table 5.1: Summary of Outline Trip Rate and Vehicular Trips

B1 (a) Office	Vehicular Trip Rates			Vehicular Trips		
	In	Out	2-Way	In	Out	2-Way
AM Peak	1.533	0.141	1.674	256	24	280
PM Peak	0.111	1.602	1.713	19	268	287

- 5.3 **Table 5.1** shows that at the time of the outline consent the agreed worst-case traffic generation to/from the development site was 280 2-way trips during the AM Peak period and 287 2-way trips during the PM Peak period. These form an envelope of trip generation within which the reserved matters development proposals are to fit.

Proposed Development

- 5.4 To assess the impact of the proposed development, trip rates have been taken from the neighbouring Catalyst development, since the land use proposed as part of the reserved matters proposals for Bicester Gateway Phase 1b is similar to the land use delivered at Catalyst, and that OCC have accepted the Catalyst trip generation rates as appropriate for this use in this location.
- 5.5 Within the Catalyst Transport Assessment, a variety of trip generation scenarios are presented considering a mixture of office/industrial and science park elements of the site. The trip rates which have been derived from the Catalyst vehicle trip generation are summarised in **Table 5.2**.

Table 5.2: Catalyst Trip Rate Summary (plus 10% uplift)

	Time Period	Vehicular Trip Rates		
		In	Out	2-Way
Science Park	AM	0.921	0.114	1.035
	PM	0.037	0.603	0.640
Science Park (sensitivity)	AM	1.014	0.126	1.141
	PM	0.041	0.664	0.705
Knowledge Industry	AM	0.762	0.094	0.856
	PM	0.086	0.729	0.815

5.6 **Table 5.3** below summarises the trip generation of the proposed development using the Catalyst trip rates.

Table 5.3: Proposed Trip Generation – Bicester Gateway Phase 1b

	Time Period	Vehicular Trip Rates		
		In	Out	2-Way
Science Park	AM	108	13	122
	PM	4	71	75
Science Park (sensitivity)	AM	119	15	134
	PM	5	78	83
Knowledge Industry	AM	89	11	100
	PM	10	86	96

5.7 **Table 5.3** shows that the ‘worst case’ scenario during the AM peak period would be the science park (with sensitivity) with 134 two-way trips, whereas during the PM peak period, the ‘worst case’ would be the Knowledge Industry with 96 two-way trips.

Outline Application Comparison

5.8 The vehicle trips generated by the proposed development at Bicester Gateway Phase 1b (worst case) are compared to the site’s predicted trip generation at the time of the outline consent and are summarised in **Table 5.4** below.

Table 5.4: Net Trips

	Extent Consent Vehicle Trips			Proposed Vehicle Trips (Catalyst rates worst-case)			Net difference Vehicle Trips		
	Arr	Dep	2-Way	Arr	Dep	2-Way	Arr	Dep	2-Way
AM Peak	256	24	280	119	15	134	-137	-9	-146
PM Peak	19	268	287	10	86	96	-9	-182	-191

- 5.9 **Table 5.7** shows that as a result of the proposed reserved matters development at Bicester Gateway Phase 1b, trip generation from the site would reduce during the AM peak by 146 trips and by 191 trips during the PM peak.
- 5.10 This shows that the proposed development at Bicester Gateway Phase 1b falls within the envelope of trip generation for the site agreed at the outline consent stage. On that basis it is concluded that the proposed development complies with the extent consent in terms of trip generation.
- 5.11 Furthermore, the predicted reduction in vehicular trip generation to/from the Bicester Gateway Phase 1b site is significant (-52% in the AM peak and -66% in the PM peak). On that basis there would be a case for the package of highway mitigations agreed at the outline consent to be revised down in order to be better related to the reserved matters development, especially in terms of scale.

6 Summary and Conclusions

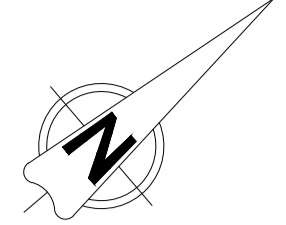
- 6.1 Vectos have been appointed by Bicester Gateway Ltd to provide transport and highway advice in support of a Reserved Matters Application for the development of the Phase 1b site at Bicester Gateway for commercial use.
- 6.2 The site benefits from an Outline Planning Consent for the following:
- “Phase 1 of the proposed new business park (“Bicester Gateway”) comprising up to 14,972 sqm (Gross External Area) of B1 employment-based buildings, plus a hotel (up to 149 bedrooms), with associated infrastructure, car parking and marketing boards.”*
- 6.3 The Bicester Gateway consented development is therefore split between the Hotel (Phase 1a) and the B1 site (Phase 1b).
- 6.4 It is proposed to submit a reserved matters application on the Phase 1b land for the development of circa 11,745 sqm (GIA) of flexible employment use in the form of 12 separate units with parking for up to 335 cars and associated servicing areas including loading bays.
- 6.5 The proposed site provides 335 parking spaces in line with the OCC Parking Standards maximum requirement. This is 1 space per 35sqm GIA. This is the same parking ratio which has been agreed by OCC for a similar type of land use at the neighbouring Catalyst site.
- 6.6 Secure and sheltered cycle parking spaces will be provided in accordance with Oxford Parking Standards.
- 6.7 As part of the Outline Planning Consent relevant to the Bicester Gateway Phase 1 development, it was agreed that the proposed development (Phase 1b) would provide:
- A 3m wide shared footway/cycleway along the A41 frontage to the development, providing a natural extension to the facility delivered by the Hotel (Phase 1a) and available along the A41 into Bicester further north. This in effect represents a widening of the narrow footpath already present along the A41;
 - The existing crossing across Charles Shouler Way would be improved with better tactile paving and left in its current location to maintain a direct route for pedestrians and cyclists.
 - At the southern end of the development, the proposed shared footway/cycleway along the A41 would connect with the disused slip road to provide a traffic free link back to Wendlebury Road and the National Cycle Route 51
 - Access to the development for pedestrians and cyclists would be gained from this proposed new facility on the A41;
 - Vehicular access to the development would be gained from Wendlebury Rd and the new access solution would be accompanied by a reduction in the speed limit on Wendlebury Rd to 40mph (The S106 agreement includes contributions towards the relevant TRO)

- A mini roundabout at the junction between Charles Shouler Way and Wendlebury Rd;
 - A local improvement at the A41/Vendee Dr roundabout;
 - A contribution towards the SEPR, amongst other contributions.
- 6.8 The Phase 1b development will be supported by a Travel Plan to be prepared on occupation and in line with the Framework Travel Plan for the Bicester Gateway Phase 1 development. Finally, the Phase 1b development will include the delivery of ANPR monitoring of traffic entering and exiting the site, so as to understand the extent to which traffic accessing the development travels from Wendlebury Rd south. This monitoring will allow the operator of the development to control and limit the potential traffic impact of the development on Wendlebury. These measures have been agreed at the time of the Outline Planning consent for the development and are therefore to be implemented as a result of the proposed development.
- 6.9 The Phase 1a Hotel development has already delivered a number of additional transport improvements as agreed at the time of the Outline Planning consent for Bicester Gateway, including:
- A shared footway/cycleway along the A421 frontage of the Phase 1a site
 - Deliver a south-westbound stop on the development side of the A41 offering access to the full range of bus destinations available; and
 - A new crossing across the A41 north of the Vendee Dr roundabout to allow access to the north-eastbound bus stop on the opposite side of the A41.
- 6.10 In addition, the reserved matters development on Phase 1b will deliver the following works:
- Additional connections into the development for pedestrians and cyclists from the facilities on Wendlebury Rd recently delivered by the Catalyst development
 - The PROW 161/8/20 will be diverted to enhance the route and provide a more attractive route for walkers.
- 6.11 The proposed Reserved Matters development on the Phase 1b site therefore complies with the extent consent on the land as well as capturing the benefits of recent transport infrastructure improvements. It therefore benefits from excellent accessibility by all modes of transport.
- 6.12 Using trip rates agreed by OCC on the Catalyst site, the trip generation for the Reserved Matters development proposed has been compared to the predicted trip generation for the site at the time of the outline consent. The assessment carried out demonstrates that the proposed development at Bicester Gateway Phase 1b falls within the envelope of trip generation for the site agreed at the outline consent stage. On that basis it is concluded that the proposed development complies with the extent consent in terms of trip generation.
- 6.13 Furthermore, the predicted reduction in vehicular trip generation to/from the Bicester Gateway Phase 1b site is significant (-52% in the AM peak and -66% in the PM peak). On that basis there would be a case for the package of highway mitigations agreed at the outline consent stage to be revised down

in order to be better related to the Reserved Matters development, especially in terms of scale. However, this is not proposed by the applicant.

- 6.14 Overall, the Reserved Matters development proposed on the Phase 1b site is compliant with the extent consent on the land, capturing in addition the benefits of recent transport infrastructure improvements delivered since the extent consent was granted. It also represents a significant reduction in predicted trips generated from the site with an associated significantly reduce potential highway impact.
- 6.15 On that basis, it is considered that there are no valid reasons for the Reserved Matters proposals to be delayed or refused on transport and highway grounds.

Appendix A – Site Masterplan



notes
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Schedule of B1 Accommodation
 All areas are approximate GIA

Unit	Workspace	Offices	Total
Unit A	8,210 sq.ft. (763 sq.m.)	2,045 sq.ft. (190 sq.m.)	10,255 sq.ft. (953 sq.m.)
Unit B	8,210 sq.ft. (763 sq.m.)	2,045 sq.ft. (190 sq.m.)	10,255 sq.ft. (953 sq.m.)
Unit C	8,471 sq.ft. (787 sq.m.)	2,109 sq.ft. (196 sq.m.)	10,580 sq.ft. (983 sq.m.)
Unit D	7,539 sq.ft. (694 sq.m.)	1,754 sq.ft. (163 sq.m.)	9,293 sq.ft. (871 sq.m.)
Unit E	8,471 sq.ft. (787 sq.m.)	2,109 sq.ft. (196 sq.m.)	10,580 sq.ft. (983 sq.m.)
Unit F	8,471 sq.ft. (787 sq.m.)	2,109 sq.ft. (196 sq.m.)	10,580 sq.ft. (983 sq.m.)
Unit G	8,277 sq.ft. (769 sq.m.)	2,066 sq.ft. (192 sq.m.)	10,343 sq.ft. (961 sq.m.)
Unit H	8,277 sq.ft. (769 sq.m.)	2,066 sq.ft. (192 sq.m.)	10,343 sq.ft. (961 sq.m.)
Unit J	8,277 sq.ft. (769 sq.m.)	2,066 sq.ft. (192 sq.m.)	10,343 sq.ft. (961 sq.m.)
Unit K	8,277 sq.ft. (769 sq.m.)	2,066 sq.ft. (192 sq.m.)	10,343 sq.ft. (961 sq.m.)
Unit L	9,483 sq.ft. (881 sq.m.)	2,368 sq.ft. (220 sq.m.)	11,851 sq.ft. (1,101 sq.m.)
Unit M	9,720 sq.ft. (903 sq.m.)	2,421 sq.ft. (225 sq.m.)	12,141 sq.ft. (1,128 sq.m.)
Total			126,407 sq.ft. (11,745 sq.m.)
Total Car Parking	335 spaces	(1 space per 35 sq.m.)	
Total Site Area (Red line)	6.72 acres	2.72 hectares	

no.	date	revision	by



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 client:

Bicester Gateway Ltd

project

Bicester Gateway

drawing

Proposed Masterplan

scale 1:500 @ A1 drawn rp

checked spp date 30.06.22

no

7081-059
 Planning

Appendix B – Decision Notice



NOTICE OF DECISION
TOWN AND COUNTRY PLANNING ACT 1990
(AS AMENDED)

Name and Address of Agent/Applicant:

Bloombridge LLP
Mr Richard Cutler
4th Floor
Venture House
27 - 29 Glasshouse Street
London
W1B 5DF

Date Registered: 11th January 2017

Proposal: Phase 1 of the proposed new business park ("Bicester Gateway") comprising up to 14,972 sq m (Gross External Area) of B1 employment based buildings, plus a hotel (up to 149 bedrooms), with associated infrastructure, car parking and marketing boards.

Location: OS Parcel 2200 Adjoining Oxford Road North Of Promised Land Farm, Oxford Road, Bicester,

Parish(es): Chesterton

OUTLINE PERMISSION FOR DEVELOPMENT SUBJECT TO CONDITIONS

The Cherwell District Council, as Local Planning Authority, hereby **GRANTS** outline planning permission for the development described in the above-mentioned application, the accompanying plans and drawings and any clarifying or amending information **SUBJECT TO THE CONDITIONS SET OUT IN THE ATTACHED SCHEDULE.**

The reason for the imposition of each of the conditions is also set out in the schedule.

Cherwell District Council
Bodicote House
Bodicote
Banbury
Oxon
OX15 4AA

Date of Decision: 26th July 2017

**Head of Public Protection
& Development Management**

SCHEDULE OF CONDITIONS

- 1 No development shall commence on a phase identified within an approved phasing plan until full details of the layout, scale, appearance, access and landscaping (hereafter referred to as reserved matters) of the development proposed to take place within that phase have first been submitted to and approved in writing by the Local Planning Authority.

Reason - This permission is in outline only and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 5(1) of the Town and Country Planning (General Development Procedure) Order 2015 (as amended).

- 2 Prior to the submission of any application for approval of reserved matters and notwithstanding any plans submitted as part of this application, a phasing plan covering the entire application site shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with an approved phasing plan and each application for reserved matters approval shall only be submitted in accordance with the terms of the approved phasing plan and refer to the phase they relate to.

Reason: To ensure the proper phased implementation of the development and associated infrastructure in accordance with Government guidance contained within the National Planning Policy Framework.

- 3 In the case of the reserved matters, no application for approval shall be made later than:
- a) With respect to development on land identified as Phase 1A on drawing no. 16084 P102, the expiration of two years beginning with the date of this decision.
 - b) With respect to development on land identified as Phase 1B on drawing no. 16084 P102, the expiration of five years beginning with the date of this decision.

Reason - This permission is in outline only and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 5(1) of the Town and Country Planning (General Development Procedure) Order 2015 (as amended).

- 4 Development shall not take place on either Phase 1A or Phase 1B after the expiration of two years from the final approval of the reserved matters relating to that phase or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason - This permission is in outline only and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 5(1) of the Town and Country Planning (General Development Procedure) Order 2015 (as amended).

- 5 Except where otherwise stipulated by condition on this outline planning permission, the development shall be carried out in accordance with the following submitted plans and drawings in addition to any that are later approved pursuant to the reserved matters:
16084 P101 Rev. P1

Reason - For the avoidance of doubt, to ensure that the development is carried out only as approved by the Local Planning Authority and to comply with Government guidance contained within the National Planning Policy Framework.

- 6 All applications for approval of reserved matters relating to an approved phase shall be accompanied by details of the existing ground levels together with proposed finished floor levels of all buildings within that phase. Development in that phase shall thereafter be undertaken in accordance with the ground/floor levels approved as part of the grant of reserved matters approval.

Reason - To ensure that the proposed development is in scale and harmony with its neighbours and surroundings and to comply with Policy ESD 15 of the Cherwell Local Plan 2011-2031, saved Policy C28 of the Cherwell Local Plan 1996 and Government guidance contained within the National Planning Policy Framework.

- 7 Notwithstanding any provisions contained within the Town and Country Planning (General Permitted Development Order) 2015 (and any Order or Statutory Instrument revoking, amending or re-enacting that order), no water supply, wastewater, energy or communication related infrastructure on the site shall be provided above ground except in accordance with details that shall first have been submitted to and approved in writing by the local planning authority.

Reason - To ensure the satisfactory appearance of the completed development and to comply with Policy ESD 15 of the Cherwell Local Plan 2011-2031, saved Policy C28 of the Cherwell Local Plan 1996 and Government guidance contained within the National Planning Policy Framework.

- 8 Except to allow for the creation of means of access approved pursuant to reserved matters together with associated visibility splays described in condition 9, the existing hedgerows along the western (A41), southern and eastern (Wendlebury Road) boundaries of the site shall be retained and properly maintained from the date of this planning permission (unless otherwise approved as part of the approval of reserved matters submitted in requirement of Condition 1), and if any hedgerow plant/tree dies within five years from the completion of the development it shall be replaced and shall thereafter be properly maintained in accordance with this condition.

Reason - In the interests of the visual amenities of the area, to provide an effective screen to the proposed development and to comply with Policies ESD13 and ESD15 of the Cherwell Local Plan 2011-2031, saved Policy C28 of the Cherwell Local Plan 1996 and Government guidance contained within the National Planning Policy Framework.

- 9 All applications for reserved matters approval that submit details of 'access', shall be accompanied by full details of the visibility splays relevant to that phase of the development (including layout and construction). Thereafter, and prior to the first occupation of the development within that phase, the visibility splays shall be constructed and maintained in accordance with the details approved as part of the grant of reserved matters approval.

Reason - In the interests of highway safety and to comply with Government guidance contained within the National Planning Policy Framework.

- 10 The first application for approval of reserved matters relating to development on both Phase 1A or Phase 1B shall include a reptile survey relating to the whole of that phase that has been carried out by an appropriately qualified professional ecologist. The survey shall include details of any necessary protection, mitigation and management measures both during construction and once operational. Thereafter, the mitigation measures set out in the survey and approved as part of the grant of reserved matters approval shall be carried out in full prior to the first occupation of development within that phase and the management measures adhered to at all times thereafter.

Reason - To ensure the implications for statutorily protected species have been assessed and, where necessary, suitable avoidance or mitigation measures are carried out in accordance with the requirements of Policies ESD10 and Bicester 10 of the Cherwell Local Plan 2011-2031 Part 1.

- 11 Prior to the commencement of development on an approved phase, a Construction Management Plan relating to that phase shall be submitted to and approved in writing by the local planning authority which details measures to protect biodiversity during construction and mitigate adverse impact on the local highway network. The development within that phase shall thereafter only be carried out in accordance with the approved Construction Management Plan.

Reason - To ensure adverse impact on biodiversity and the transport network is minimised during construction works in accordance with the requirements of Policies SLE4 and ESD10 of the Cherwell Local Plan 2011-2031 Part 1.

- 12 Prior to the first occupation of any development on an approved phase, a Travel Plan relating to development within that phase shall be submitted to and approved in writing by the local planning authority. Thereafter, the development in that phase shall operate in accordance with the approved Travel Plan.

Reason - In the interests of encouraging sustainable travel and minimise harm to the local highway network in accordance with the requirements of Policy SLE4 of the Cherwell Local Plan 2011-2031 Part 1.

- 13 Prior to the first occupation of any Class B1 development on land shown in the application drawings as Phase 1B, a car park management plan shall be submitted to and approved in writing by the local planning authority. Thereafter, the entirety of the development on Phase 1B shall operate in accordance with the approved car park management plan.

Reason - To ensure that the proposals do not have an adverse implication on the operation of the nearby Park & Ride or create parking problems in the immediate locality.

- 14 Prior to the first occupation of any development in an approved phase, a delivery and servicing plan relating to development in that phase shall be submitted to and approved in writing by the local planning authority. Thereafter, deliveries and servicing of development within that phase shall take place in accordance with the approved delivery and servicing plan unless otherwise agreed in writing by the local planning authority.

Reason - To ensure that the proposals do not adversely affect the operation of the local highway network in accordance with the requirements of Policy SLE4 of the Cherwell Local Plan 2011-2031 Part 1.

- 15 Prior to the commencement of development in an approved phase, details of a scheme of surface water drainage to serve development in that phase shall be submitted to and approved in writing by the local planning authority. The development in that phase shall thereafter be implemented in accordance with the approved surface water drainage scheme and shall not be occupied until the approved surface water drainage scheme has been full laid out and completed.

Reason - In the interests of reducing risk of flooding in accordance with the requirements of Policy ESD7 of the Cherwell Local Plan 2011-2031 Part 1.

- 16 No development shall commence on an approved phase until impact studies on the existing water supply infrastructure relating to that phase, which shall determine the magnitude and timing of any new additional capacity required in the system and a suitable connection point, has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

- 17 Development shall not commence on an approved phase until a foul drainage strategy detailing any on and/or off site drainage works for that phase has been submitted to and approved in writing by, the local planning authority in consultation with the sewerage undertaker. No discharge of foul water from development in that phase shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

Reason - The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community.

- 18 Prior to the commencement of development on an approved phase, a professional archaeological organisation acceptable to the Local Planning Authority shall prepare an Archaeological Written Scheme of Investigation for that phase which shall be submitted to and approved in writing by the Local Planning Authority.

Reason - To safeguard the recording of archaeological matters within the site in accordance with the National Planning Policy Framework.

- 19 Following the approval of the Written Scheme of Investigation referred to in Condition 18, and prior to the commencement of development in a phase (other than in accordance with the agreed Written Scheme of Investigation), a staged programme of archaeological evaluation and mitigation shall be carried out in that phase by the commissioned archaeological organisation in accordance with the approved Written Scheme of Investigation. The programme of work shall include all processing, research and analysis necessary to produce an accessible and useable archive and a full report for publication which shall be submitted to the Local Planning Authority.

Reason - To safeguard the identification, recording, analysis and archiving of heritage assets before they are lost and to advance understanding of the heritage assets in their wider context through publication and dissemination of the evidence in accordance with the National Planning Policy Framework.

- 20 The development hereby approved within Phase 1B shall be carried out at all times in accordance with the methodology contained within the submitted "Archaeological Protection Measures Report - produced by Brian Hamill and dated 19th January 2017" unless otherwise with the prior written agreement of the local planning authority.

Reason - To safeguard heritage assets in situ and therefore preserve their significance in accordance with the National Planning Policy Framework.

- 21 The development on Phase 1A shall only be used only for purposes falling within Use Class C1 as specified in the Schedule to the Town and Country Planning (Use Classes) (England) Order 1987 (as amended) and for no other purpose(s) whatsoever notwithstanding any provisions otherwise contained within the Town and Country Planning (General Permitted Development) (England) Order 2015 (including any amendments or re-enactments of this Order). The development on Phase 1B shall only be used for purposes falling within Use Class B1 as specified in the Schedule to the Town and Country Planning (Use Classes) (England) Order 1987 (as amended) and for no other purpose whatsoever notwithstanding any provisions otherwise contained within the Town and Country Planning (General Permitted Development) (England) Order 2015 (including any amendments or re-enactments of this Order).

Reason - To ensure that the local planning authority can give consideration to the environmental, social and economic impacts of any change of use having regard to the development plan.

- 22 All applications for approval of reserved matters relating to an approved phase shall be accompanied by details of the external lighting to be installed within that phase including details of luminance and light spillage. The development in that phase shall thereafter only be constructed in accordance with the lighting details approved as part of the grant of reserved matters approval and no other external lighting thereafter installed without the prior written consent of the local planning authority.

Reason - In the interests of assessing the impact on wildlife and the surrounding landscape in accordance with the requirements of Policies ESD10 and ESD13 of the Cherwell Local Plan 2011-2031 Part 1.

- 23 No removal of hedgerows, trees or shrubs shall take place between the 1st March and 31st August inclusive, unless the Local Planning Authority has confirmed in writing that such works can proceed, based on health and safety reasons in the case of a dangerous tree, or the submission of a recent survey (no older than one month) that has been undertaken by a competent ecologist to assess the nesting bird activity on site, together with details of measures to protect the nesting bird interest on the site.

Reason - To ensure that the development does not cause harm to any protected species or their habitats in accordance with Policy ESD10 of the Cherwell Local Plan 2011-2031 and Government guidance contained within the National Planning Policy Framework.

- 24 All applications for approval of reserved matters shall be accompanied by a statement that appraises the ecological implications of those reserved matters proposals including how they would mitigate harm to protected/priority species and contribute towards achieving an overall net gain for biodiversity as part of the overall development. Thereafter, measures set out in the statement shall be implemented in full on site in accordance with the details approved as part of the grant of reserved matters approval.

Reason - To ensure the ecological implications of the proposals are established and assessed throughout the application process in the interests of robust decision making in accordance with the requirements of Policies ESD10 and Bicester 10 of the Cherwell Local Plan 2011-2031 Part 1.

- 25 If development on an approved phase does not commence within three years of the date of this decision, updated surveys for all statutorily protected species assessed as part of the original planning application shall be re-undertaken prior to the commencement of the development in order to establish changes in the presence, abundance and impact on such species. The survey results, together with any necessary changes to the mitigation plan or method statement shall be submitted to and approved in writing the Local Planning Authority prior to the commencement of any development on that phase. Thereafter, the development shall be carried out in accordance with the details approved.

Reason - To ensure that the development does not cause harm to any protected species or their habitats in accordance with Policy ESD10 of the Cherwell Local Plan 2011-2031 and Government guidance contained within the National Planning Policy Framework.

- 26 All buildings hereby approved shall be constructed to achieve at least a BREEAM 'Very Good' rating based on the relevant BREEAM standard for that building type applicable at the time of this decision. All applications for approval of reserved matters relating to a phase shall be accompanied by details demonstrating how the buildings within that phase would be designed to achieve the BREEAM 'Very Good' rating.

Reason - To ensure sustainable construction and reduce carbon emissions in accordance with the requirements of Policy ESD3 of the Cherwell Local Plan 2011-2031 Part 1.

- 27 The first application for approval of reserved matters relating to development on each of Phases 1A and 1B shall be accompanied by an Energy Statement that demonstrates the significant on-site renewable energy provision that will be incorporated into the development except where such on-site renewable energy provision is robustly demonstrated within the Statement to be unfeasible or unviable. The on-site renewable energy provision as detailed in the Energy Statement shall thereafter be fully incorporated into development within that phase and no occupation of development within the relevant phase shall take place until the approved on-site renewable energy provision is fully installed and operational.

Reason - To ensure sustainable construction and reduce carbon emissions in accordance with the requirements of Policy ESD1 - 5 of the Cherwell Local Plan 2011-2031 Part 1.

- 28 No development shall commence on an approved phase until full details of the 3m wide combined footway/cycleway (including lighting) along the A41 to serve that phase has been submitted to and approved in writing by the local planning authority. The approved combined footway/cycleway shall thereafter be provided to serve development on that phase prior to the first occupation of any development within that phase unless otherwise agreed in writing by the local planning authority.

Reason - In the interests of ensuring that suitable access is provided to the development that prioritises sustainable travel in accordance with the requirements of Policies Bicester 10 and SLE4 of the Cherwell Local Plan 2011-2031 Part 1.

- 29 No development shall take place until full details of the provision of a new bus stop layby along the southbound carriageway of the A41 (adjacent to Phase 1A) have been submitted to and approved in writing by the local planning authority. No development shall thereafter be occupied until the bus stop layby has been provided in accordance with the approved details unless otherwise agreed in writing by the local planning authority.

Reason - In the interests of ensuring that suitable access is provided to the development that prioritises sustainable travel in accordance with the requirements of Policies Bicester 10 and SLE4 of the Cherwell Local Plan 2011-2031 Part 1.

- 30 No development on an approved phase shall be brought into use until all of the means of pedestrian, cycle and vehicular access serving that phase have been completed and made available for continued use.

Reason - To ensure that there is suitable and safe access to the development in accordance with the requirements of Policy SLE4 of the Cherwell Local Plan 2011-2031 Part 1.

- 31 No development shall take place until full details of a signalised pedestrian crossing (between the new southbound and existing northbound bus stops of the A41 in the immediate vicinity of the site) have been submitted to and approved in writing by the local planning authority. No occupation of any part of the development shall occur until the approved signalised pedestrian crossing has been provided in accordance with the approved details unless otherwise agreed in writing by the local planning authority.

Reason - In the interests of ensuring that suitable access is provided to the development that prioritises sustainable travel in accordance with the requirements of Policies Bicester 10 and SLE4 of the Cherwell Local Plan 2011-2031 Part 1.

- 32 No building shall be occupied on Phase 1B until a new mini-roundabout system (or any alternative scheme agreed in writing by the local planning authority) to replace the existing Vendee Drive/Wendlebury Road priority junction has been completed and made available for use in accordance with details that shall first have been approved in writing by the local planning authority.

Reason - To ensure that the traffic generated by the development does not lead to unacceptable harm to the highway network in accordance with the requirements of Policy SLE4 of the Cherwell Local Plan 2011-2031 Part 1 .

- 33 No building shall be occupied on Phase 1B until the works to the highway shown in drawing no. 35172/5502/008 (contained in the submitted Transport Assessment) or any alternative works agreed in writing by the local planning authority have been carried out.

Reason - To ensure the significant adverse traffic impacts of the development are adequately mitigated in accordance with the requirements of Policy SLE4 of the Cherwell Local Plan 2011-2031.

PLANNING NOTES

- 1 This planning permission is granted in outline only with all matters relating to access, layout, scale, external appearance and landscaping reserved for later approval. No implied approval is given as part of this decision for the indicative/illustrative plans and drawings submitted as part of the planning application and it cannot be assumed that such plans and drawings will be considered acceptable by the local planning authority as part of an application(s) for approval of the reserved matters.
- 2 Attention is drawn to Legal Agreements related to this development or land which has been made pursuant to Section 106 of the Town and Country Planning Act 1990, Sections 111 and 139 of the Local Government Act 1972 and/or other enabling powers.
- 3 Your attention is drawn to the need to have regard to the requirements of UK and European legislation relating to the protection of certain wild plants and animals. Approval under that legislation will be required and a licence may be necessary if protected species or habitats are affected by the development. If protected species are discovered you must be aware that to proceed with the development without seeking advice from Natural

England could result in prosecution. For further information or to obtain approval contact Natural England on 0300 060 2501.

- 4 Please note that separate consent is likely to be required for this work under the Highways Act 1980 (as amended). You should contact the Road Agreements Team at Oxfordshire County Council, as the Local Highways Authority in this instance, before commencing works. They can be contacted via email: roadagreements@oxfordshire.gov.uk, or telephone: 01865 815202.

STATEMENT OF ENGAGEMENT

In accordance with the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended) and paragraphs 186 and 187 of the National Planning Policy Framework (March 2012), the Council has worked positively and proactively to determine this application within the agreed timescales, having worked with the applicant/agent where necessary and possible within the scope of the application (as set on in the case officer's report) to resolve any concerns that have arisen, in the interests of achieving more appropriate and sustainable development proposals. Consent has been granted accordingly.

The case officer's report and recommendation in respect of this application is available to view online at: <http://www.cherwell.gov.uk/viewplanningapp>. The agenda, minutes and webcast recording of the Planning Committee meeting at which this application was determined 13 April 2017 are also available to view online at: <http://modgov.cherwell.gov.uk/ieListMeetings.aspx?CId=117&Year=0>.



NOTICE OF DECISION
TOWN AND COUNTRY PLANNING ACT 1990
(AS AMENDED)

NOTES TO THE APPLICANT

TIME LIMITS FOR APPLICATIONS

By virtue of Sections 91-96 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, planning permissions are subject to time limits. If a condition imposing a time limit has been expressly included as part of the permission, then that condition must be observed. Otherwise, one or other of the following time limits will apply :

Where planning permission is given in outline subject to a condition reserving certain matters for subsequent approval, application for approval of such matters reserved must be made not later than the expiration of 3 years beginning with the date of the outline planning permission and further the development to which the permission relates must be begun not later than the expiration of 2 years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last reserved matters to be approved.

Where the planning permission is complete and is not in outline, the development must be begun not later than the expiration of 3 years from the date on which permission was granted.

OTHER NECESSARY CONSENTS

This document only conveys permission or approval for the proposed development under Part III of the Town and Country Planning Act 1990 and you must also comply with all the bye-laws, regulations and statutory provisions in force in the District and secure such other approvals and permissions as may be necessary under other parts of the Town and Country Planning Act 1990 or other legislation.

In particular you are reminded of the following matters :

- The need in appropriate cases to obtain approval under the Building Regulations. **The Building Regulations may be applicable to this proposal. You are therefore advised to contact the District Council's Building Control Manager before considering work on site.**
- Data supplied by the National Radiological Protection Board (NRPB) and the British Geological Survey (BGS) suggests that the site of this application falls within an area which is potentially at risk from radon. This may require protective measures in order to comply with the Building Regulations if your consent relates to a new dwelling or house extension. Further advice on whether protective measures are required under the Building Regulations can be obtained by contacting the Building Control Manager on 0300 0030 200 , fax 0300 0030 201 or E-mail at

building.control@cherwellandsouthnorthants.gov.uk

- The need to obtain an appropriate Order if the proposal involves the stopping up or diversion of a public footpath.
- The need to obtain a separate "Listed Building Consent" for the demolition, alteration or extension of any listed building of architectural or historic interest.
- The need to make any appropriate arrangements under the Highways Act in respect of any works within the limits of a public highway. The address of the Highway Authority is Oxfordshire County Council, Speedwell House, Speedwell Street, Oxford, OX1 1NE.
- It is the responsibility of the applicant to ascertain whether his/her development affects any public right of way, highway or listed building.

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of the Local Planning Authority to grant permission or approval subject to conditions, you can appeal to the First Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990.

If you wish to appeal then you must do so within six months of the date of this notice. Forms can be obtained from the **Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. Tel 0303 444 5000**. The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that permission or approval for the proposed development could not have been so granted otherwise than subject to the conditions imposed by the Local Planning Authority, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

PURCHASE NOTICES

If either the Local Planning Authority or the First Secretary of State grants permission or approval for the development of land subject to conditions, the owner may claim that he/she can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the District Council. This notice will require the Council to purchase his/her interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

COMPENSATION

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is granted subject to conditions by the Secretary of State on appeal or on reference of the application to him.

These circumstances are set out in the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.

DATED 12 JULY 2017

THE OXFORDSHIRE COUNTY COUNCIL

-and-

RICHARD WARREN JONES and ANN MICHELINE SOUTHWELL
and ASHLEY WILLIAM MOLLOY

-and-

BLOOMBRIDGE LLP

PLANNING OBLIGATION
relating to development at Bicester Gateway
Application No 16/02586/OUT
Phase 1B Office

JC/49227

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

THIS DEED is made on the *Twelfth* day of *July*
Two Thousand and Seventeen

BETWEEN:-

- (1) THE OXFORDSHIRE COUNTY COUNCIL
- (2) RICHARD WARREN JONES and ANN MICHELINE
SOUTHWELL and ASHLEY WILLIAM MOLLOY
- (3) BLOOMBRIDGE LLP (company number OC349331)

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 "the Bus Stop Contribution" means the sum of fifteen thousand nine hundred and ten pounds (£15,910) Index Linked towards providing real time information displays at the adjacent north and south bound bus stops on the A41 and a flagpole and timetable case at the adjacent new south bound bus stop on the A41
- 1.4 "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 and any duly appointed employee or agent of the Council or such successor
- 1.5 "the Developer" means the said Bloombridge LLP whose registered office is care of Thorne Lancaster Parker,

Venture House, 27-29 Glasshouse Street, London W1B 5DF
and its successors in title and assigns

- 1.6 "the Development" means phase 1 of a new business park comprising up to 14,972 sq metres (gross external area) of B1 employment based buildings and a hotel (of up to 149 bedrooms) with associated infrastructure, car parking and marketing boards on the Site further to the Planning Permission ^{Development} *HSB* *AKS* *AWM* *BU* *JR*
- 1.7 "the Development Site" means the land at Oxford Road, Bicester Oxfordshire shown edged in red drawing number 16084 P101 Rev P1 annexed to this Deed
- 1.8 "the First Deed" means this Deed of Agreement
- 1.9 "the First Owner" means the said Richard Warren Jones of Bridge House Care Home, Thame View, Abingdon, Oxfordshire OX14 3UJ and his successors in title and assigns to the Site
- 1.10 "GEA" means the gross external area of any building measured in square metres
- 1.11 "including" means including without limitation or prejudice to the generality of any preceding description, word, term or phrase or otherwise and 'include' shall be construed accordingly
- 1.12 "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 PROVIDED THAT for the purpose of this definition a material operation shall exclude 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, diversion and laying of services for construction purposes only, erection of any temporary means of enclosure, the temporary display of site notices, marketing boards or advertisements

1.13 "Index-Linked" means

- in relation to Strategic Transport Contribution adjusted according to any increase occurring between October 2010 and the date when the relevant payment is made 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 & 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 Owners and the Council

- in relation to the Bus Stop Contribution and the Travel Plan Contribution adjusted according to any increase occurring between November 2016 and the date when the relevant payment is made in the All Items Retail Price Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics

1.14 "Interest" means interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc and compounded annually

1.15 "Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly

1.16 "Office Building" means a building erected upon Phase 1B (Office) of the Site as part of the Development or part of such a building

- 1.17 "the Owner" means together the First Owner and the Second Owner and their successors in title and assigns to the Site
- 1.18 "Phase 1A (Hotel)" means the development on that part of the Development Site edged red and labelled Phase 1A on the Phasing Plan of a hotel pursuant to the Planning Permission
- 1.19 "Phase 1B (Office)" means the development on that part of the Development Site edged green and labelled Phase 1B on the Phasing Plan of Class B1 buildings pursuant to the Planning Permission
- 1.20 "the Phasing Plan" means drawing 16084 P106 Rev P0 attached to this Deed or such amendments to this Phasing Plan or additional Phasing Plan or Plans as shall be agreed in writing between the parties
- 1.21 "the Planning Application" means the application for planning permission for the Development numbered 16/02586/OUT
- 1.22 "Planning Permission" means the planning permission to be issued by the district planning authority by way of approval of the Planning Application
- 1.23 "the Second Deed" means a Deed of Agreement of even date herewith between the parties to this Deed which binds the Phase 1A (Hotel) area.



SCHEDULE OF ACCOMMODATION

PHASE 1A	+10 Acres (1,000,000 sq ft)
PHASE 1B	+10 Acres (1,000,000 sq ft)
PHASE 1C	+10 Acres (1,000,000 sq ft)
PHASE 1D	+10 Acres (1,000,000 sq ft)
PHASE 1E	+10 Acres (1,000,000 sq ft)
PHASE 1F	+10 Acres (1,000,000 sq ft)
PHASE 1G	+10 Acres (1,000,000 sq ft)
PHASE 1H	+10 Acres (1,000,000 sq ft)
PHASE 1I	+10 Acres (1,000,000 sq ft)
PHASE 1J	+10 Acres (1,000,000 sq ft)
PHASE 1K	+10 Acres (1,000,000 sq ft)
PHASE 1L	+10 Acres (1,000,000 sq ft)
PHASE 1M	+10 Acres (1,000,000 sq ft)
PHASE 1N	+10 Acres (1,000,000 sq ft)
PHASE 1O	+10 Acres (1,000,000 sq ft)
PHASE 1P	+10 Acres (1,000,000 sq ft)
PHASE 1Q	+10 Acres (1,000,000 sq ft)
PHASE 1R	+10 Acres (1,000,000 sq ft)
PHASE 1S	+10 Acres (1,000,000 sq ft)
PHASE 1T	+10 Acres (1,000,000 sq ft)
PHASE 1U	+10 Acres (1,000,000 sq ft)
PHASE 1V	+10 Acres (1,000,000 sq ft)
PHASE 1W	+10 Acres (1,000,000 sq ft)
PHASE 1X	+10 Acres (1,000,000 sq ft)
PHASE 1Y	+10 Acres (1,000,000 sq ft)
PHASE 1Z	+10 Acres (1,000,000 sq ft)

PHASE 1A	+10 Acres (1,000,000 sq ft)
PHASE 1B	+10 Acres (1,000,000 sq ft)
PHASE 1C	+10 Acres (1,000,000 sq ft)
PHASE 1D	+10 Acres (1,000,000 sq ft)
PHASE 1E	+10 Acres (1,000,000 sq ft)
PHASE 1F	+10 Acres (1,000,000 sq ft)
PHASE 1G	+10 Acres (1,000,000 sq ft)
PHASE 1H	+10 Acres (1,000,000 sq ft)
PHASE 1I	+10 Acres (1,000,000 sq ft)
PHASE 1J	+10 Acres (1,000,000 sq ft)
PHASE 1K	+10 Acres (1,000,000 sq ft)
PHASE 1L	+10 Acres (1,000,000 sq ft)
PHASE 1M	+10 Acres (1,000,000 sq ft)
PHASE 1N	+10 Acres (1,000,000 sq ft)
PHASE 1O	+10 Acres (1,000,000 sq ft)
PHASE 1P	+10 Acres (1,000,000 sq ft)
PHASE 1Q	+10 Acres (1,000,000 sq ft)
PHASE 1R	+10 Acres (1,000,000 sq ft)
PHASE 1S	+10 Acres (1,000,000 sq ft)
PHASE 1T	+10 Acres (1,000,000 sq ft)
PHASE 1U	+10 Acres (1,000,000 sq ft)
PHASE 1V	+10 Acres (1,000,000 sq ft)
PHASE 1W	+10 Acres (1,000,000 sq ft)
PHASE 1X	+10 Acres (1,000,000 sq ft)
PHASE 1Y	+10 Acres (1,000,000 sq ft)
PHASE 1Z	+10 Acres (1,000,000 sq ft)

Bicester Gateway, Bicester
Planning Plan - Phase 1B



Project Name	Bicester Gateway, Bicester
Client	Bloombridge Development Partners
Phase	Phase 1B
Date	15/06/2014
Author	UMC architects
Scale	1:1000
Sheet No	1/1
Total Sheets	1/1



Martin Graham
 Chief Legal Officer/Designated Officer

*See you
 from LHS
 JG*

1.24 "the Second Owner" means together Richard Warren Jones of Bridge House Care Home, Thame View, Abingdon, Oxfordshire OX14 3UJ and Ann Micheline Southwell of 1 Abbots Grange, Marcham, Abingdon, Oxfordshire OX13 6PF and Ashley William Molloy of 37 Woodberry Drive, Walmley, Sutton Coldfield, West Midlands B76 2RH and their respective successors in title and assigns to the Site

1.25 "Section 278 Agreement" means an agreement or agreements under Section 278 and as appropriate Section 38 of the 1980 Act in accordance with the form annexed to this Deed (subject to any amendments that the circumstances may reasonably and properly require) which provides for the execution of the Works by the Owner at the Owner's expense.

1.26 "the Site" means the land at Oxford Road, Bicester Oxfordshire shown edged green and labelled Phase 1B on the Phasing Plan

1.27 "the Strategic Transport Contribution" means the sum of Three Hundred and Sixty Seven Thousand Seven Hundred and Twenty Five Pounds (£367,725) Index Linked towards a single carriageway (two-lane) road linking the A41 at its junction with Pioneer Road east of Bicester, with the A41 south of Bicester in the vicinity of the Little Chesterton junction payable in the following instalments:

- 1.27.1 "Instalment 1" means the sum of £157,725 being part of the Strategic Transport Contribution
- 1.27.2 "Instalment 2" means the sum of £105,000 being part of the Strategic Transport Contribution
- 1.27.3 "Instalment 3" means the sum of £105,000 being part of the Strategic Transport Contribution
- 1.28 "the Travel Plan Contribution" means the sum of Four Thousand Nine Hundred and Sixty Pounds Index Linked towards the monitoring of the travel plan for the Phase 1B (Office) for a period of 5 years
- 1.29 "the Works" means the works described Schedule 1
- 1.30 "Works Plan" means the plan attached to this Deed and as set out in Schedule 2
- 1.31 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
- 1.32 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.33 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed.
- 1.34 Where the context so requires:-
- 1.34.1 the singular includes the plural and vice versa
- 1.34.2 the masculine includes the feminine and vice versa

1.34.3 persons includes bodies corporate, associations and partnerships and vice versa.

1.35 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,

1.36 Where more than one party enters into any obligation or liability those parties are jointly and severally liable,

1.37 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 First Owner is the owner of freehold of the Site registered at the Land Registry with absolute title under title numbers ON301223 and ON184128 subject to an option in favour of the Developer but otherwise free from incumbrances as the First Owner hereby warrants.

2.2 The Second Owner is the owner of freehold of the Site registered at the Land Registry with absolute title under title number ON302533 subject to an option in favour of the Developer but otherwise free from incumbrances as the Second Owner hereby warrants.

2.3 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site.

- 2.4 For the purposes of the 1980 Act and the Road Traffic Regulation Act 1984 and Traffic Management Act 2004 the Council is the highway authority and the traffic authority for certain highways in the area which includes the Site.
- 2.5 The Developer has an option to purchase the Site and has submitted the Planning Application for the Development to the district planning authority.
- 2.6 The district planning authority is minded to grant planning permission for the Development subject inter alia to the completion of both the First Deed and the Second Deed.
- 2.7 The Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act.
- 2.8 The parties intend to enter into the Section 278 Agreement.
- 2.9 This Deed (which the Council is satisfied will be of benefit to the public) is made under Sections 278 of the 1980 Act Section 106 of the 1990 Act and 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 and the Developer in respect of the Site and enforceable by the Council.
- 2.10 The covenants on the part of the Owner and the Developer in this Deed (except that in clause 8 which shall take immediate effect and except that in clauses 3.1 and 4.1 which shall take effect upon the granting of the Planning

Permission) shall be conditional on Implementation of the Phase 1B (Office).

2.11 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.

2.12 No person shall be liable for any breach of this Deed after he/it has parted with the whole of his/its interest in the Site unless it/he held an interest at the date of the breach.

3. **Owner's Covenants**

The Owner and the Developer covenant with the Council:-

- 3.1 not to cause or permit the Phase 1B (Office) to be Implemented until the Bus Stop Contribution has been paid to the Council and to pay the Bus Stop Contribution to the Council before the Phase 1B(Office) is Implemented PROVIDED ALWAYS that it is agreed and acknowledged by the parties that payment of the Bus Stop Contribution in compliance with the Second Deed shall constitute due compliance with this First Deed.
- 3.2 Not to cause or permit the first Occupation of any Office Building or Office Buildings where that Office Building

together with any other Office Building would take the total gross external area of Office Building(s) to more than 3000 square metres GEA until they have paid Instalment 1 to the Council and to pay Instalment 1 prior to the first Occupation of any Office Building where that Office Building together with any other Office Building would take the total gross external area of Office Building(s) to more than 3000 square metres GEA.

3.3 Not to cause or permit the first Occupation of any Office Building or Office Buildings where that Office Building together with any other Occupied Office Building would take the total gross external area of Office Building(s) to more than 7000 square metres GEA until they have paid Instalment 2 to the Council and to pay Instalment 2 prior to the first Occupation of any Office Building where that Office Building together with any other Office Building would take the total a gross external area of Office Building(s) to more than 7000 square metres GEA.

3.4 Not to cause or permit the first Occupation of any Office Building or Office Buildings where that Office Building together with any other Occupied Building would take the total gross external area of Office Building(s) to more than 10000 square metres GEA until they have paid Instalment 3 to the Council and to pay Instalment 3 prior to the first Occupation of any Office Building where that Office Building

together with any other Office Building would take the total a gross external area of Office Building(s) to more than 10000 square metres GEA.

- 3.5 Not to cause or permit the first Occupation of any building in Phase 1B (Office) until they have paid Travel Plan Payment 2 to the Council and to pay Travel Plan Payment 2 prior to the first Occupation of any building in Phase 1B(Office).
- 3.6 If any payment to be made to the Council further to this Deed is not paid on or before the due date for payment to pay Interest on the sum outstanding from the due date for payment to the date of payment.

4. Works Covenants

The Owner and the Developer covenant with the Council

- 4.1 not to cause or permit the Phase 1B (Office) to be Implemented until:

- 4.1.1 there have been submitted to the Council and approved by it in writing
 - a) in principle drawings of items (A), (B), (C) and (D) of the Works
 - b) duration of construction of the items (A), (B), (C) and (D) of the Works and the long stop for their completion
 - c) commuted maintenance sums in respect of the cost of future maintenance of the items (A), (B), (C) and (D) of the Works; and

d) (if applicable) a plan identifying the land to be dedicated for the purposes of items (A), (B), (C) and (D) of the Works

4.1.2 title has been deducted to the satisfaction of the Council in respect of any land to be dedicated for the purpose of the Works and any mortgagee of such land has released it from its charge; and

4.1.3 a Section 278 Agreement incorporating the matters agreed and approved as set out in paragraph 4.5.1 has been entered into by the Owner and all parties with an interest in any land to be dedicated have also joined in such agreement;

4.2 not to cause or permit any Office Building forming part of the Development to be Occupied before items (A), (B), (C) and (D) of the Works have been completed pursuant to and in accordance with the Section S278 Agreement.

5. Notifications

The Owner and the Developer covenant with the Council:

5.1 to give the Council written notice of any disposal of his/its 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;

5.2 to notify the Council in writing within 14 days of the occurrence of each of the following events:

5.2.1 the date of Implementation of Phase 1B (Office)

- 5.2.2 the first Occupation of any building in Phase 1B (Office)
- 5.2.3 the first Occupation of any Office Building which takes the total completed floor space in Phase 1B (Office) to a gross external area in excess of 3000 square metres
- 5.2.4 the first Occupation of any Office Building which takes the total completed floor space in Phase 1B (Office) to a gross external area in excess of 7000 square metres
- 5.2.5 the first Occupation of any Office Building which takes the total completed floor space in Phase 1B (Office) to a gross external area in excess of 10000 square meters

6. **Application of Monies Received**

- 6.1 The Council shall not apply the Strategic Transport Contribution, or the Travel Plan Contribution for any purpose other than for the purposes set out in clauses 1.3, 1.27 and 1.28 (or any alternative which achieves similar mitigating benefits) in such form and at such time as the Council shall in its discretion decide.
- 6.2 The Council covenants with the Owners and the Developer :
 - (i) that following a written request from the Owner or the Developer to repay to the person who made the payment the balance (if any) of the Contribution which at the date of the receipt of such written

request has not been expended 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 provided always that

- (i) no such request shall be made prior to the expiration of 10 years from the date of payment of the Contribution or if later 10 years from expiration of the due date for payment of the Contribution and
- (ii) any Contribution or part of a Contribution which the Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council prior to that date;

- (ii) to provide to the Owner and/or the Developer such evidence as the Owner and/or the Developer reasonably requires in order to confirm the expenditure of the sums paid by the Owner and/or the Developer to the Council under this Deed upon receiving a written request, such request not being made more than once in any calendar year.

7. **Parties to 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 without undue delay.

8. **Costs**

8.1 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

8.2 The Owner shall on completion of this Deed pay the sum of £3,750 to the Council towards the costs relating to the administration of this Deed.

8.3 The Owner and/or 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.

8.4 The Owner will not claim any compensation in respect of the provision of this Deed.

9. **Notice**

Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Environment & Economy of the Council (Ref OCC/16/02586/OUT) 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 any other party hereto shall be sent to that party or to such other person at such address as such party shall notify in writing to the Council from time to time..

10. **Third Party Rights**

This Deed gives no rights under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act and it may be enforced by the

successors in title of the parties and by any successor to the Council's statutory functions.

11. **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 and/or the Developer from any liability under this Deed.

12. **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.

13. **Value Added Tax**

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.

14. **Data Protection**

The Owner and the Developer acknowledges and agrees that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:-

14.1 The district planning authority so that it may revise its records including public records accordingly and/or monitor and audit compliance with this Deed

14.2 Persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further

14.3 Any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000.

15. **Jurisdiction**

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

16. **Delivery**

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

17. **Conditionality**

This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer and the Owners) it is modified by any statutory procedure or expires prior to Implementation PROVIDED ALWAYS that the Planning Permission has not been Implemented.

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

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



17/17
820



Director of Law &
Governance/
Designated Officer

EXECUTED AS A DEED by)
BLOOMBRIDGE LLP)
acting by two members)

Member

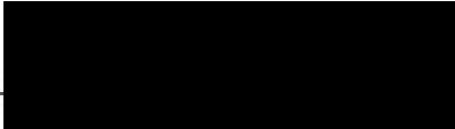


Member

SIGNED AS A DEED by ANN MICHELINE)

SOUTHWELL as Deputy on behalf of)

RICHARD WARREN JONES In the presence of)

Signature: 

Signature of witness: 

Name (in BLOCK CAPITALS): DOUGLAS SWIN

Address: _____

Address: Knights Professional Services Ltd
Midland House

Address: West Way
Botley

Address: Oxford
OX2 0PH

SIGNED AS A DEED by LUCINDA HEATHER)

JONES as Deputy on behalf of RICHARD)

WARREN JONES in the presence of)

Signature: 

Signature of witness: 

Name (in BLOCK CAPITALS): LYNNE PHILLIPS

Address: 1 MUR DRIVE

Address: SW18 2TJ


Address: _____


Address: _____

SIGNED AS A DEED by the said)

ANN MICHELINE SOUTHWELL)

in the presence of)

Signature: 

Signature of witness: 

Name (in BLOCK CAPITALS): DOUGLAS SCOTT

Address: Knights Professional Services Ltd

Midland House

Address: West Way

Botley

Address: Oxford


OX2 0PH

Address: _____

SIGNED AS A DEED by the said)

ASHLEY WILLIAM MOLLOY)

in the presence of)

Signature: 

Signature of witness: 

Name (in BLOCK CAPITALS): STEVE BOWLER

Address: VILLAGE FARM

Address: BLACK BULL LANE

Address: FENCOTT

Address: OXON

SCHEDULE 1

THE WORKS

(1) **Principal Works**

The provision and construction of the following works as shown and in principle on the Works Plan (as listed in Schedule 2 and) attached to this Deed showing the following Works ("the Principal Works"):

- A. Mini-roundabout junction at the junction of Wendlebury Road and Vendee Drive Link road, including speed limit reduction to 30mph on approach arms, together with lighting and signage as required as shown indicatively on drawing 35172/5502/007.
- B. Capacity improvements at the Vendee Drive/A41 roundabout including increased flare length to 32m on the approach from the Vendee Drive Link Road and increased entry width to 8.2m on the approach from Vendee Drive, together with crossing of the A41 footway/cycleway over the Vendee Drive Link Road, as shown indicatively on drawing 35172/5502/008.
- C. A simple priority junction bellmouth access to each office plot on Phase 1B (Office) together with parking restrictions and a reduction in speed limit as shown indicatively on 35172/5502/006 Rev A

- D. 3m wide shared use footway/cycleway linking the Vendee Drive Link Road and the unnamed road leading to Chesterton to the south via the disused slip road and providing access to all plots on Phase 1B (Office) of the Development, as shown indicatively on drawing 35172/5502/006 Rev A

(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**

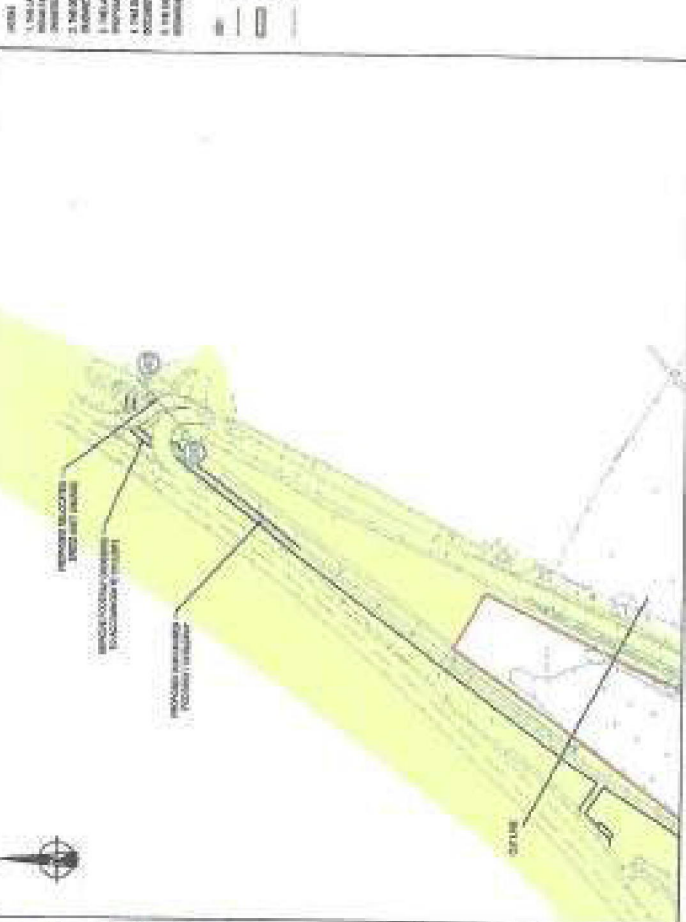
The provision and construction of all such amenity and accommodation works as the Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:-

- (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

SCHEDULE 2

Works Plan: (Indicative plans only)

- (1) Works (C and D) 35172/5502/006 Rev A – A41 footway/cycleway Vendee Drive Link Road to Wendlebury Road
- (2) Works (A) 35172/5502/007 Wendlebury Road/Vendee Drive Link road junction improvements
- (3) Works (B) 35172/5502/008 A41/Vendee Drive Roundabout Mitigation Scheme



Chief Legal Officer/Designated Officer

- NOTES
1. THE PROJECT SUBJECT TO THIS CONCEPT DESIGN (TYPICAL) SHOULD BE REVIEWED FOR ALL APPLICABLE REGULATIONS AND PERMITS AS REQUIRED AND COMPLETED PRIOR TO CONSTRUCTION.
 2. THE ACCURACY OF THE INFORMATION PROVIDED IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT GUARANTEED BY THE ENGINEER.
 3. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS NOT CONDUCTED ANY SURVEYING OR MEASUREMENTS.
 4. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS NOT CONDUCTED ANY SURVEYING OR MEASUREMENTS.
 5. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS NOT CONDUCTED ANY SURVEYING OR MEASUREMENTS.
 6. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS NOT CONDUCTED ANY SURVEYING OR MEASUREMENTS.

- LEGEND
- PROPOSED BILOCKER
 - PROPOSED BILOCKER
 - PROPOSED BILOCKER
 - PROPOSED BILOCKER

NO.	DESCRIPTION	DATE	BY	CHK
1	PROPOSED BILOCKER	10/10/2023	JL	JK
2	PROPOSED BILOCKER	10/10/2023	JL	JK
3	PROPOSED BILOCKER	10/10/2023	JL	JK
4	PROPOSED BILOCKER	10/10/2023	JL	JK
5	PROPOSED BILOCKER	10/10/2023	JL	JK
6	PROPOSED BILOCKER	10/10/2023	JL	JK
7	PROPOSED BILOCKER	10/10/2023	JL	JK
8	PROPOSED BILOCKER	10/10/2023	JL	JK
9	PROPOSED BILOCKER	10/10/2023	JL	JK
10	PROPOSED BILOCKER	10/10/2023	JL	JK

CONCEPT

ROCHESTER 10

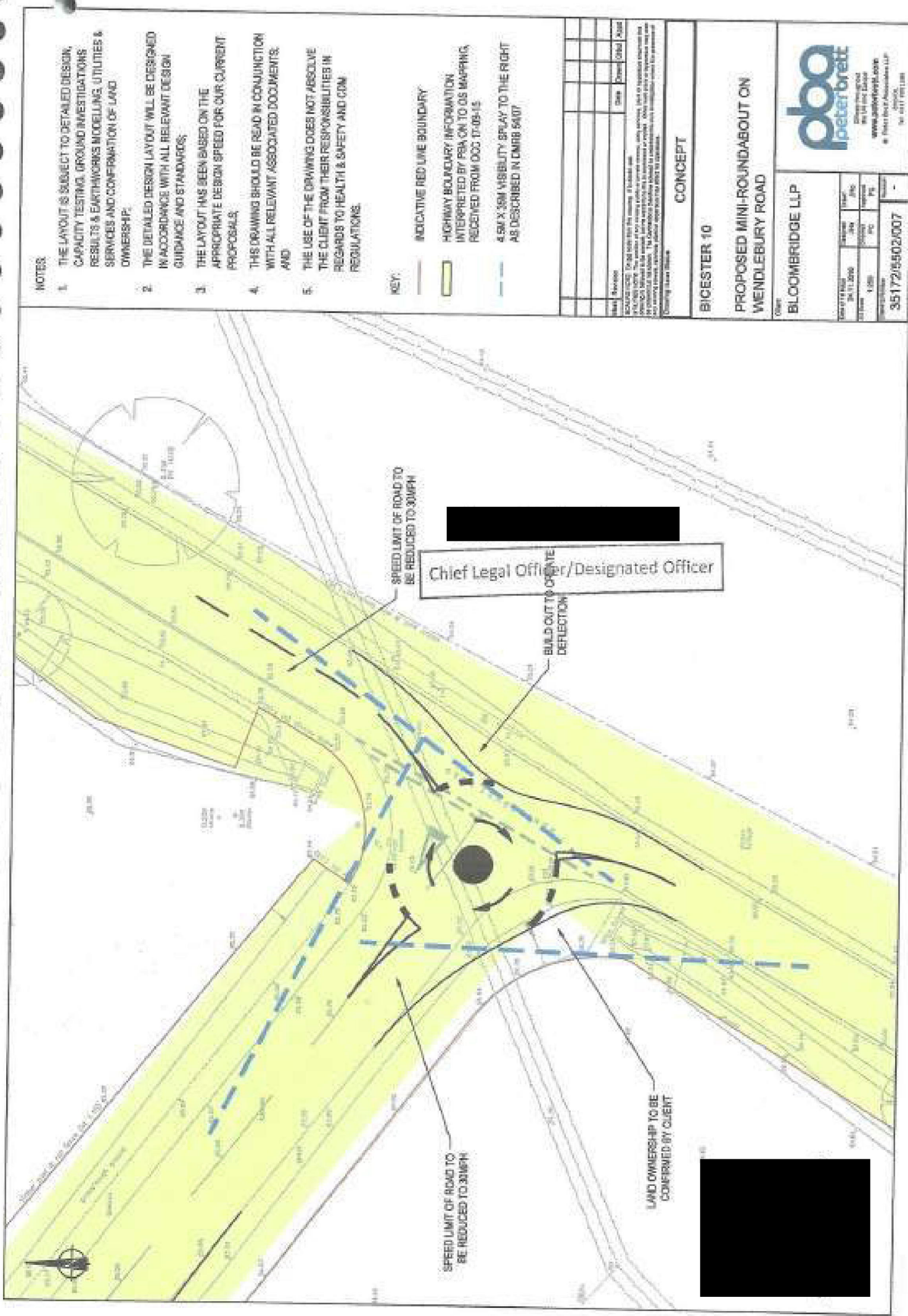
PROPOSED SITE ACCESS AND PEDESTRIAN AND CYCLE IMPROVEMENTS ON TOPO

BLOOMBRIDGE LLP

3547215500-009 A

BOB BRETHERTON
Principal
bob@bloombridge.com
616-882-1100 ext. 100

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Principal
bob@bloombridge.com
616-882-1100 ext. 100



NOTES

1. THE LAYOUT IS SUBJECT TO DETAILED DESIGN, CAPACITY TESTING, GROUND INVESTIGATIONS RESULTS & EARTHWORKS MODELLING, UTILITIES & SERVICES AND CONFIRMATION OF LAND OWNERSHIP.
2. THE DETAILED DESIGN LAYOUT WILL BE DESIGNED IN ACCORDANCE WITH ALL RELEVANT DESIGN GUIDANCE AND STANDARDS.
3. THE LAYOUT HAS BEEN BASED ON THE APPROPRIATE DESIGN SPEED FOR OUR CURRENT PROPOSALS.
4. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL RELEVANT ASSOCIATED DOCUMENTS, AND
5. THE USE OF THE DRAWING DOES NOT ABSOLVE THE CLIENT FROM THEIR RESPONSIBILITIES IN REGARDS TO HEALTH & SAFETY AND CDM REGULATIONS.

KEY:

- INDICATIVE RED LINE BOUNDARY
- HIGHWAY BOUNDARY INFORMATION INTERPRETED BY PBA/CN TO OS MAPPING RECEIVED FROM DCC 17-05-15
- 4.5M X 35M VISIBILITY SPYLA TO THE RIGHT AS DESCRIBED IN DMIB S407

Mark	Revisions	Date	Drawn	Checked	Issue

DISCLAIMER: This drawing is the property of Peter Brett & Co. It is not to be used for any other project without the written consent of Peter Brett & Co. The drawings are issued on the basis that the client has accepted the design and that the client is responsible for the design and that the client is responsible for the design and that the client is responsible for the design.

CONCEPT

BICESTER 10

PROPOSED MINI-ROUNDOABOUT ON
WENDLEBURY ROAD

Client:
BLOOMBRIDGE LLP



Drawn by	Checked by	Issue
1:000	1:000	1
35172/05/02/007		

NOTES:

1. THE LAYOUT IS SUBJECT TO DETAILED DESIGN, CAPACITY TESTING, GROUND INVESTIGATIONS RESULTS & NETWORKS MCELLING, UTILITIES & SERVICES AND CONFIRMATION OF LAND OWNERSHIP.
2. THE DETAILED DESIGN LAYOUT WILL BE DESIGNED IN ACCORDANCE WITH ALL RELEVANT DESIGN GUIDANCE AND STANDARDS.
3. THE LAYOUT HAS BEEN BASED ON THE APPROPRIATE DESIGN SPEED FOR OUR CURRENT PROPOSALS.
4. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL RELEVANT ASSOCIATED DOCUMENTS, AND
5. THE USE OF THE DRAWING DOES NOT ABSOLVE THE CLIENT FROM THEIR RESPONSIBILITIES IN REGARDS TO HEALTH & SAFETY AND CDM REGULATIONS.

KEY:

- INDICATIVE RED LINE BOUNDARY
- HIGHWAY BOUNDARY INFORMATION INTERPRETED BY PBA ON TO OS MAPPING, RECEIVED FROM OCC 17-08-15

Date	Revision	Date	Issue	Date	Page

INDICATIVE: This drawing is for illustrative purposes only. It is not a contract. It is subject to change without notice. It is not intended to be used for construction. It is not intended to be used for any other purpose. It is not intended to be used for any other purpose. It is not intended to be used for any other purpose.

Drawing title: B100

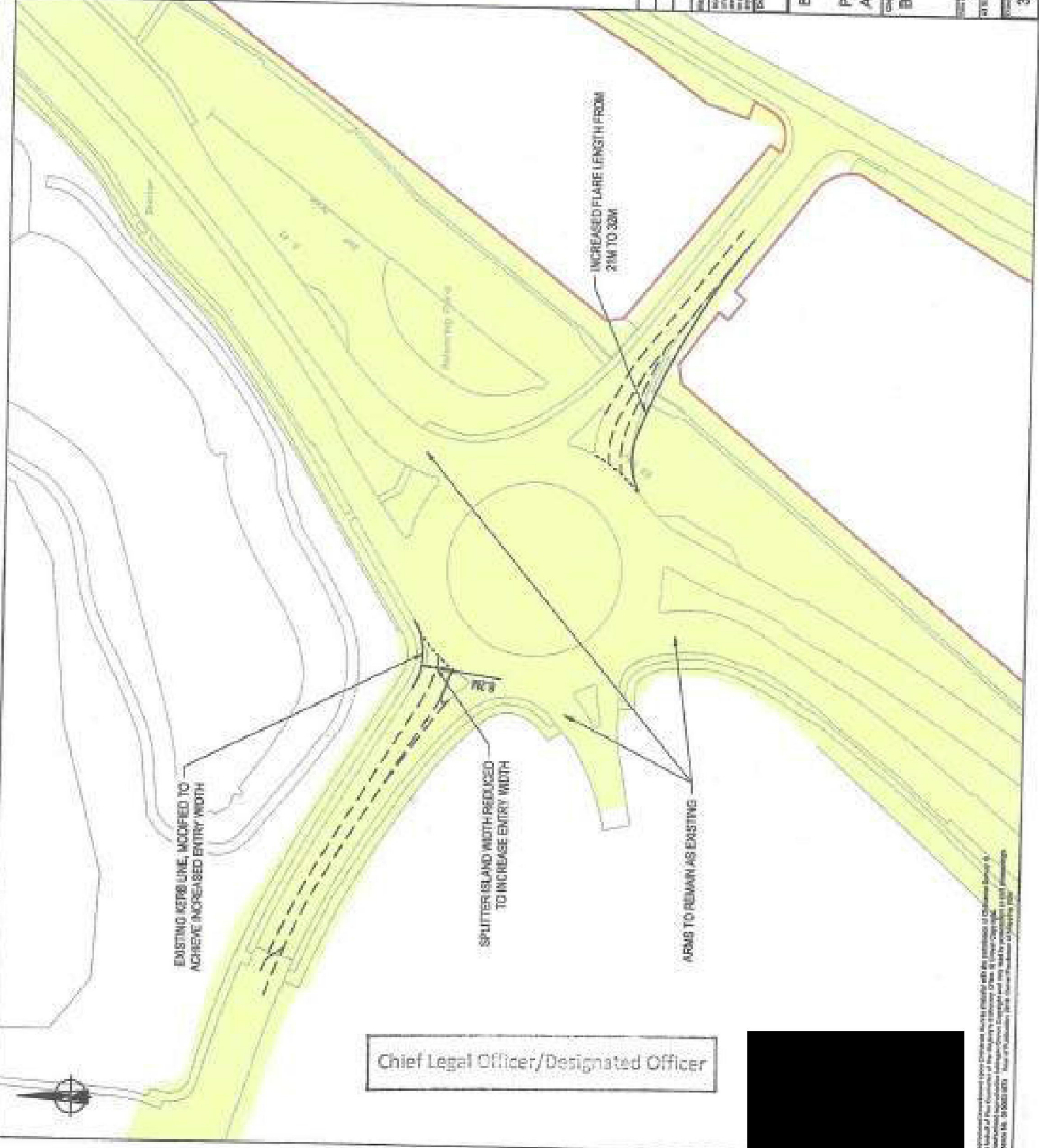
BICESTER 10

PROPOSED MITIGATION WORKS TO THE A11 ROUNDABOUT

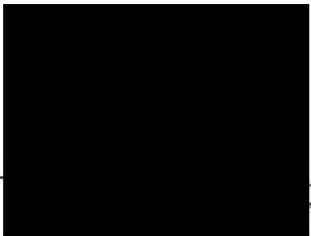
Client: **BLOOMBRIDGE LLP**



Peter Brett
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Chief Legal Officer/Designated Officer



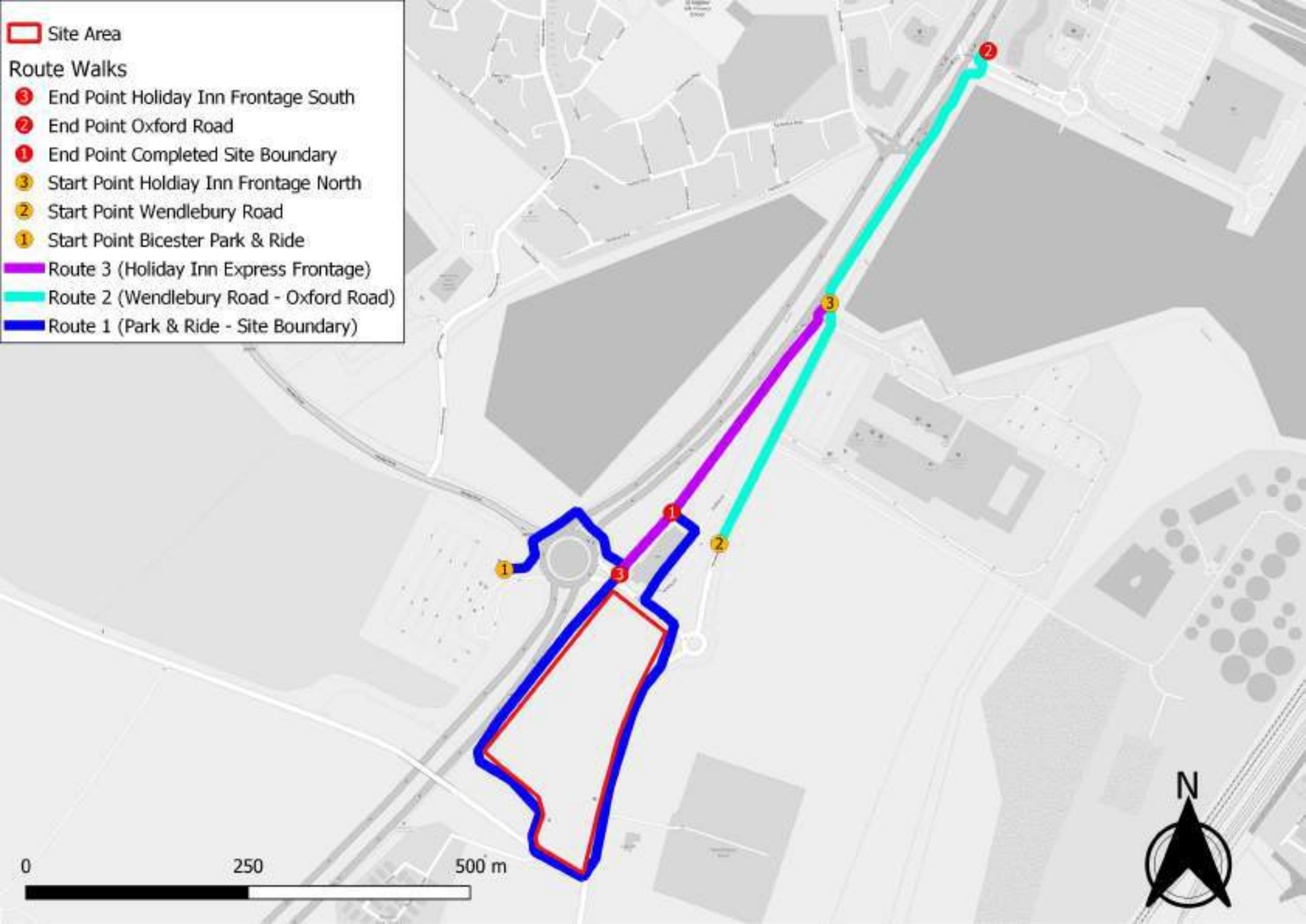
Information provided by Peter Brett & Co. is for illustrative purposes only. It is not intended to be used for any other purpose. It is not intended to be used for any other purpose. It is not intended to be used for any other purpose.

Appendix C – Site Visit Images

Site Area

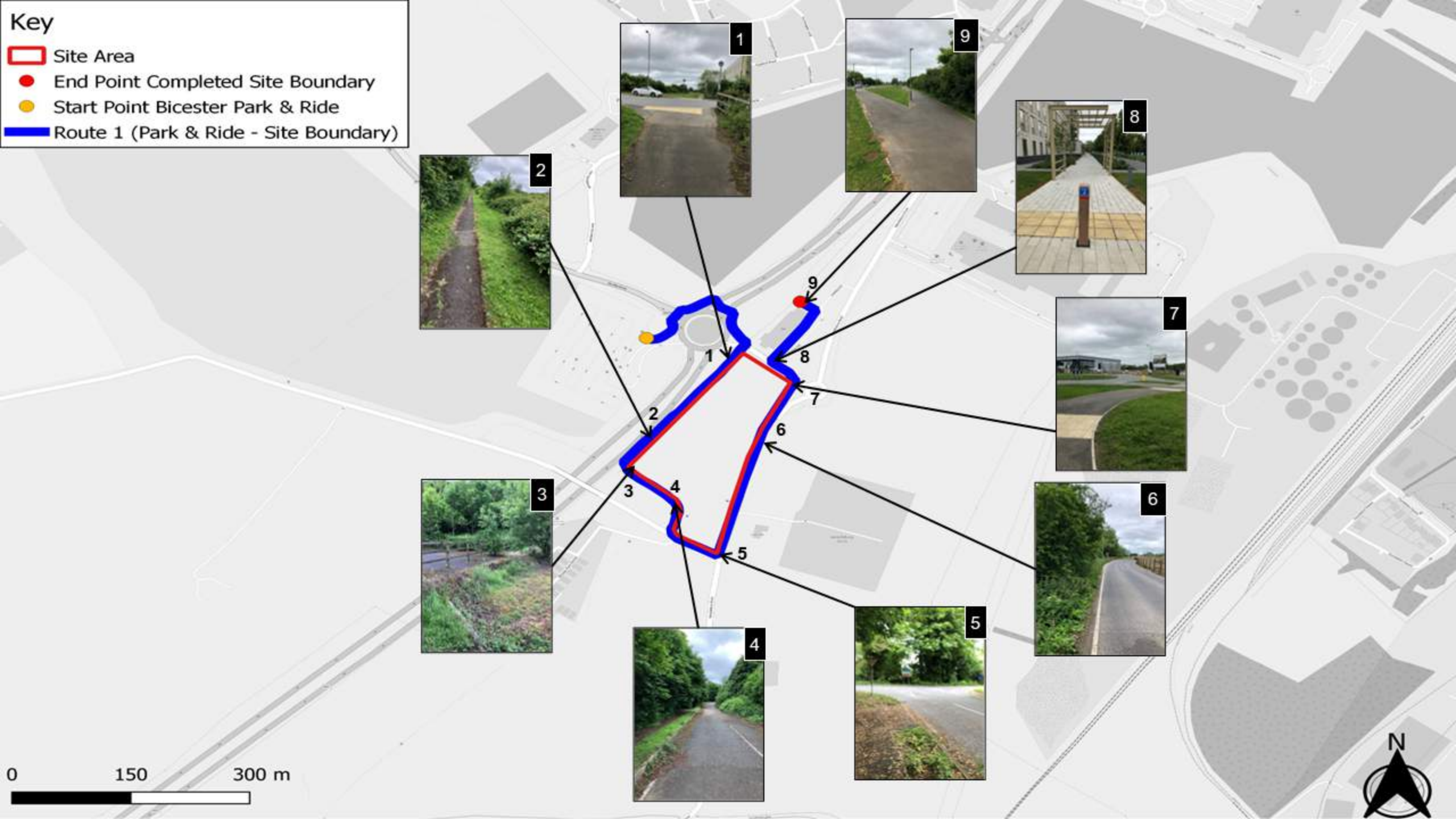
Route Walks

- ③ End Point Holiday Inn Frontage South
- ② End Point Oxford Road
- ① End Point Completed Site Boundary
- ③ Start Point Holiday Inn Frontage North
- ② Start Point Wendlebury Road
- ① Start Point Bicester Park & Ride
- Route 3 (Holiday Inn Express Frontage)
- Route 2 (Wendlebury Road - Oxford Road)
- Route 1 (Park & Ride - Site Boundary)

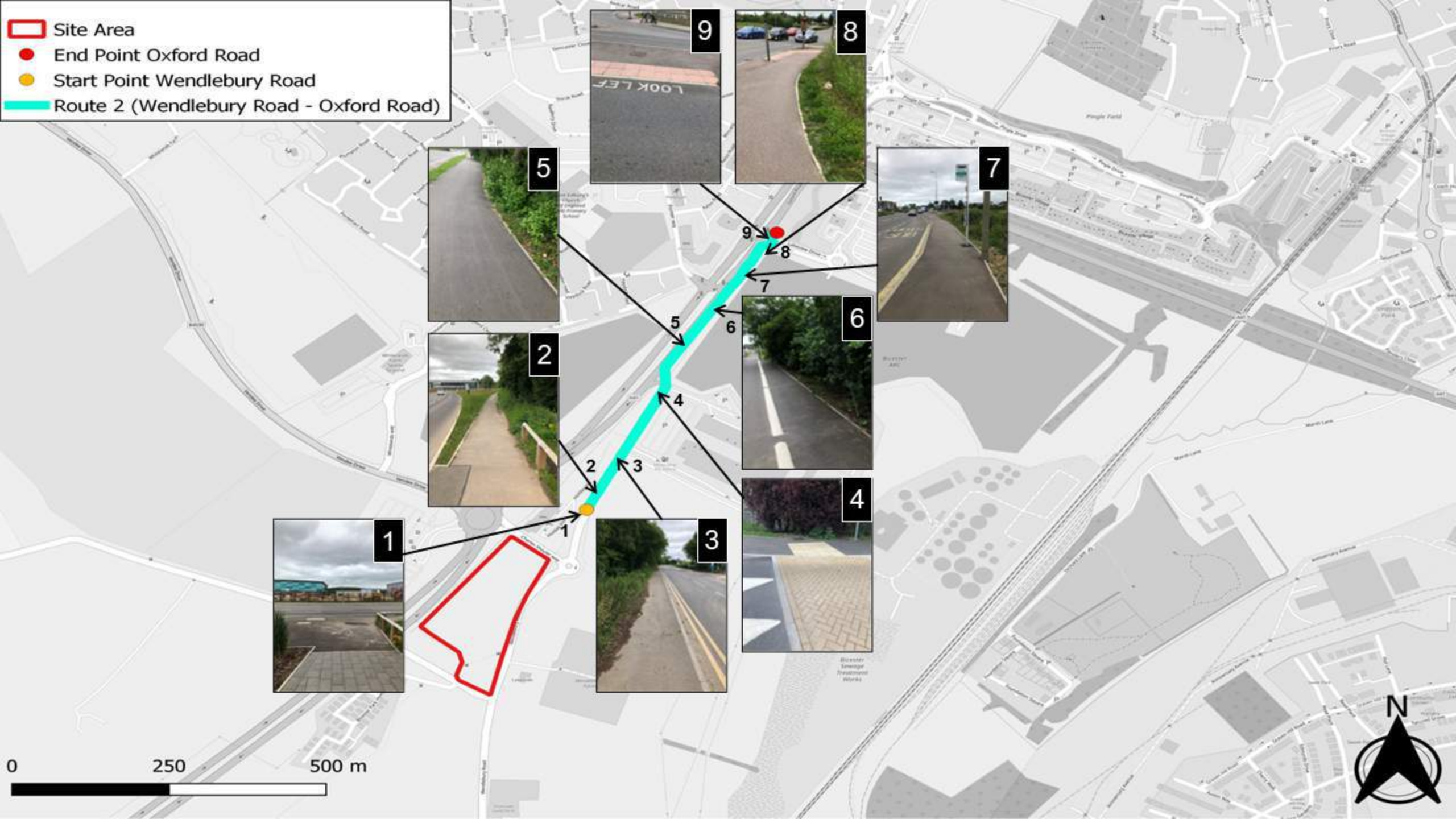


Key

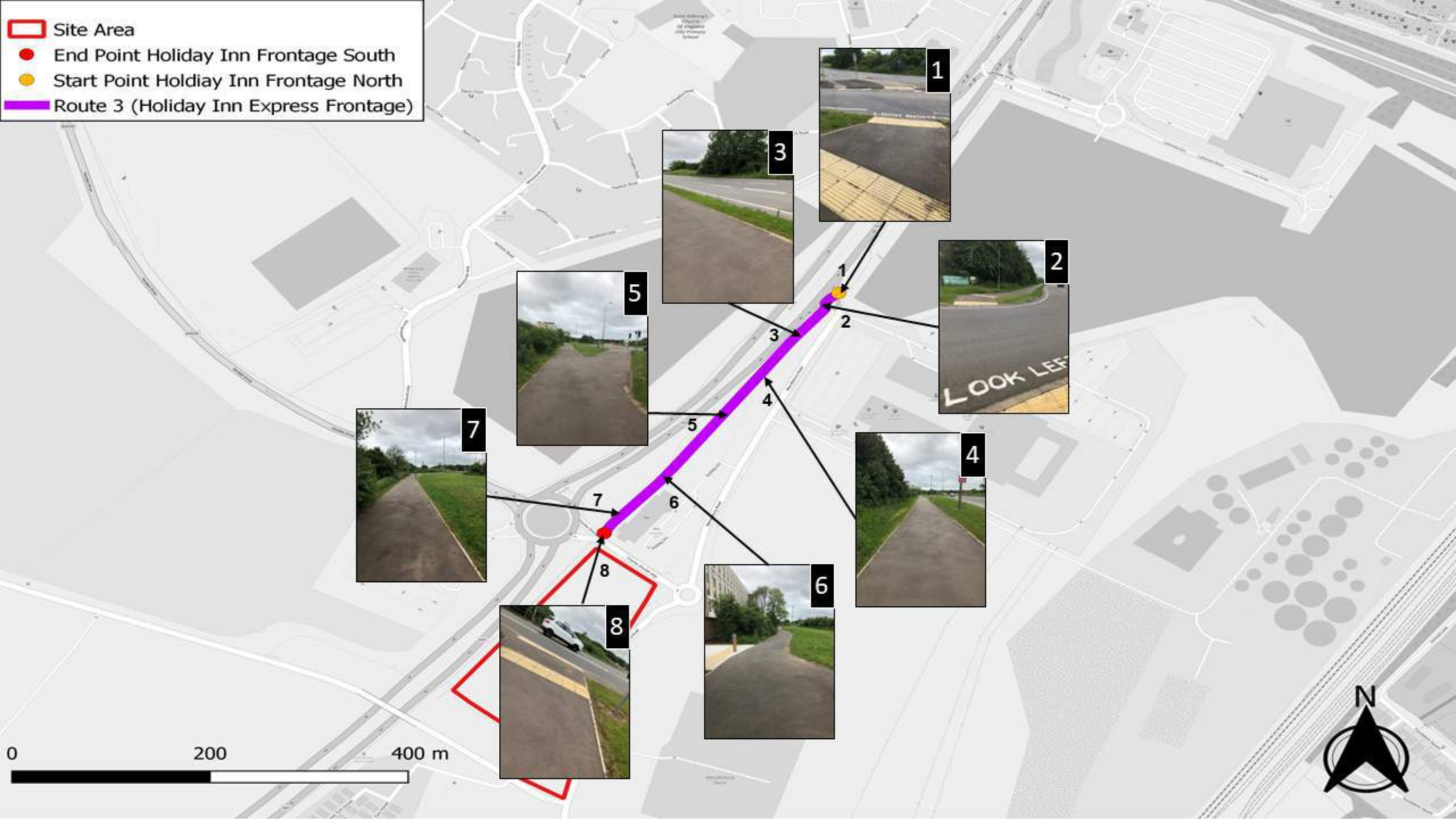
-  Site Area
-  End Point Completed Site Boundary
-  Start Point Bicester Park & Ride
-  Route 1 (Park & Ride - Site Boundary)



-  Site Area
-  End Point Oxford Road
-  Start Point Wendlebury Road
-  Route 2 (Wendlebury Road - Oxford Road)



- Site Area
- End Point Holiday Inn Frontage South
- Start Point Holiday Inn Frontage North
- Route 3 (Holiday Inn Express Frontage)



Appendix D – Oxfordshire County Council Collision Data

Accidents between dates 01/01/2017 and 24/04/2022 (64) months

Selection: Notes:

Selected using Manual Selection

Friday 24/02/2017 Time 2245 Slight at A41 RBT J/W B4030 VENDEE DRIVE CHESTERTON
 E: 457215 N: 221162 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Darkness: street lights present and lit
 Vehicle Reference 1 Car Moving from S to NE Going ahead other
 Vehicle Reference 2 Car Moving from S to NE Going ahead other
 Vehicle Reference 3 Car Moving from SE to NE Turning right
 Casualty Reference: 1 Age: 46 Female Driver/rider Severity: Slight Injured by vehicle: 3

Monday 03/04/2017 Time 2122 Serious at A41 RBT AT J/W B4030 VENDEE DRIVE CHESTERTON
 E: 457224 N: 221166 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Darkness: street lights present and lit
 Vehicle Reference 1 Car Moving from S to NE Going ahead other
 Casualty Reference: 1 Age: 38 Male Driver/rider Severity: Serious Injured by vehicle: 1

Saturday 20/05/2017 Time 0025 Serious at A41 NBOUND APPROX 250M S OF RBT J/W B4030 VENDEE DRIVE CHESTERTON
 E: 457064 N: 220946 Junction Detail: 0 Control
 Fine without high winds Road surface Dry Darkness: no street lighting
 Vehicle Reference 1 Car Moving from S to NE Going ahead other
 Casualty Reference: 1 Age: 31 Male Driver/rider Severity: Serious Injured by vehicle: 1
 Casualty Reference: 2 Age: 42 Female Passenger Severity: Serious Injured by vehicle: 1
 Casualty Reference: 3 Age: 32 Female Passenger Severity: Serious Injured by vehicle: 1
 Casualty Reference: 4 Age: 36 Male Passenger Severity: Serious Injured by vehicle: 1

Accidents between dates 01/01/2017 and 24/04/2022 (64) months

Selection: Notes:

Selected using Manual Selection

Thursday 13/07/2017 Time 2013 Slight at A41 OXFORD ROAD AT J/W PIONEER WAY (NEW SIGNALLED JUNCTION FOR PREMIER INN ETC)
 E: 457545 N: 221582 Junction Detail: 3 Control 2
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Car Moving from S to NE Going ahead other
 Vehicle Reference 2 Car Moving from S to NE Going ahead but held up
 Vehicle Reference 3 Car Moving from S to NE Going ahead but held up
 Casualty Reference: 1 Age: 7 Female Passenger Severity: Slight Injured by vehicle: 3
 Casualty Reference: 2 Age: 31 Female Driver/rider Severity: Slight Injured by vehicle: 3

Thursday 10/08/2017 Time 1855 Slight at A41 OXFORD ROAD RBT J/W B4030 VENDEE DRVIE BICESTER
 E: 457237 N: 221224 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Car Moving from S to NE Changing lane to right
 Vehicle Reference 2 Motorcycle over 500cc Moving from S to NE Going ahead other
 Casualty Reference: 1 Age: 53 Male Driver/rider Severity: Slight Injured by vehicle: 2

Monday 13/11/2017 Time 1756 Slight at A41 AT RBT J/W B4030 VENDEE DRIVE & BICESTER PARK AND RIDE ACCESS CHESTERTON
 E: 457212 N: 221167 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Darkness: street lights present and lit
 Vehicle Reference 1 Car Moving from S to NE Starting
 Vehicle Reference 2 Car Moving from NE to S Turning left
 Casualty Reference: 1 Age: 13 Female Passenger Severity: Slight Injured by vehicle: 2

Accidents between dates 01/01/2017 and 24/04/2022 (64) months

Selection: Notes:

Selected using Manual Selection

Saturday 27/01/2018 Time 0656 Serious at B4030 VENDEE DRIVE AT PEDESTRIAN REFUGE APPROX 100M NW OF RBT J/W A41 BICETSER
 E: 457126 N: 221261 Junction Detail: 0 Control
 Fine without high winds Road surface Wet/Damp Darkness: street lights present and lit
 Vehicle Reference 1 Car Moving from N to SE Going ahead other
 Vehicle Reference 2 Pedal Cycle Moving from NE to S Going ahead other
 Casualty Reference: 1 Age: 83 Male Driver/rider Severity: Serious Injured by vehicle: 2

Saturday 28/07/2018 Time 0802 Slight at A41 RBT J/W LINK ROAD FROM WENDLEBURY VILLAGE & VENDEE DRIVE BICESTER
 E: 457260 N: 221172 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Car Moving from SE to N Going ahead other
 Vehicle Reference 2 Car Moving from NE to S Going ahead other
 Casualty Reference: 1 Age: 27 Female Driver/rider Severity: Slight Injured by vehicle: 2

Wednesday 24/04/2019 Time 2224 Slight at A41 RBT AT J/W B4030 VENDEE DRIVE CHESTERTON
 E: 457223 N: 221168 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Darkness: street lights present and lit
 Vehicle Reference 1 Car Moving from S to N Going ahead other
 Casualty Reference: 1 Age: 48 Male Driver/rider Severity: Slight Injured by vehicle: 1

Accidents between dates 01/01/2017 and 24/04/2022 (64) months

Selection: Notes:

Selected using Manual Selection

Monday 13/05/2019 Time 1628 Slight at WENDLEBURY ROAD J/W EXIT FROM GARDEN CENTRE / BICESTER AVENUE CHESTERTON
 E: 457464 N: 221335 Junction Detail: 3 Control 4
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Car Moving from SE to N Going ahead other
 Vehicle Reference 2 Car Moving from NE to S Going ahead other
 Casualty Reference: 1 Age: 33 Female Driver/rider Severity: Slight Injured by vehicle: 2

Monday 10/06/2019 Time 0830 Slight at A41 BETWEEN M40 J9 & RBT J/W B4030 VENDEE DRIVE CHESTERTON - CONSIDERABLE UNCERTAINT
 E: 456966 N: 220847 Junction Detail: 0 Control
 Raining without high winds Road surface Wet/Damp Daylight
 Vehicle Reference 1 Car Moving from N to E Going ahead other
 Vehicle Reference 2 Goods 3.5 tonnes mgw and under Moving from N to E Going ahead other
 Casualty Reference: 1 Age: 38 Male Driver/rider Severity: Slight Injured by vehicle: 2

Wednesday 12/06/2019 Time 2013 Fatal at A41 AT RBT J/W B4030 VENDEE DRIVE & BICESTER PARK AND RIDE ACCESS CHESTERTON
 E: 457221 N: 221163 Junction Detail: 1 Control 4
 Raining without high winds Road surface Wet/Damp Daylight
 Vehicle Reference 1 Car Moving from S to NE Going ahead other
 Vehicle Reference 2 Goods 3.5 tonnes mgw and under Moving from SE to N Going ahead other
 Casualty Reference: 1 Age: 77 Male Driver/rider Severity: Fatal Injured by vehicle: 2
 Casualty Reference: 2 Age: 80 Female Passenger Severity: Fatal Injured by vehicle: 2

Accidents between dates 01/01/2017 and 24/04/2022 (64) months
 Selection: Notes:
 Selected using Manual Selection

Monday 19/08/2019 Time 1428 Slight at A41 AT RBT J/W B4030 VENDEE DRIVE & BICESTER PARK AND RIDE ACCESS CHESTERTON
 E: 457206 N: 221190 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Daylight

Vehicle Reference 1	Car				Moving from S to N	Going ahead other	
Vehicle Reference 2	Car				Moving from S to N	Going ahead other	
Casualty Reference:	1	Age:	32	Female	Driver/rider	Severity: Slight	Injured by vehicle: 2
Vehicle Reference 3	Car				Moving from S to N	Going ahead other	
Casualty Reference:	2	Age:	45	Female	Driver/rider	Severity: Slight	Injured by vehicle: 3
Casualty Reference:	3	Age:	10	Male	Passenger	Severity: Slight	Injured by vehicle: 3
Casualty Reference:	4	Age:	12	Female	Passenger	Severity: Slight	Injured by vehicle: 3

Sunday 22/09/2019 Time 0150 Slight at A41 RBT WITH VENDEE DRIVE BICESTER
 E: 457221 N: 221149 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Darkness: street lights present and lit

Vehicle Reference 1	Motorcycle over 500cc				Moving from S to N	Stopping	
Casualty Reference:	1	Age:	34	Male	Driver/rider	Severity: Slight	Injured by vehicle: 1
Casualty Reference:	2	Age:	31	Female	Passenger	Severity: Slight	Injured by vehicle: 1

Accidents between dates 01/01/2017 and 24/04/2022 (64) months

Selection: Notes:

Selected using Manual Selection

Wednesday 23/10/2019 Time 0734 Serious at A41 RBT J/W VENDEE DRIVE BICESTER
 E: 457223 N: 221157 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Motorcycle over 500cc Moving from S to N Going ahead left bend
 Casualty Reference: 1 Age: 53 Male Driver/rider Severity: Serious Injured by vehicle: 1

Sunday 03/11/2019 Time 1110 Slight at A41 OXFORD ROAD RBT J/W B4030 VENDEE DRIVE BICESTER
 E: 457205 N: 221195 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Car Moving from S to N Turning left
 Vehicle Reference 2 Car Moving from S to NE Going ahead other
 Casualty Reference: 1 Age: Male Driver/rider Severity: Slight Injured by vehicle: 2

Tuesday 11/02/2020 Time 1200 Slight at A41 NBOUND AT RBT J/W B4030 VENDEE DRIVE BICESTER
 E: 457219 N: 221143 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Goods 3.5 tonnes mgw and under Moving from S to NE Going ahead other
 Vehicle Reference 2 Car Moving from S to NE Going ahead other
 Casualty Reference: 1 Age: 49 Male Driver/rider Severity: Slight Injured by vehicle: 2

Accidents between dates 01/01/2017 and 24/04/2022 (64) months
 Selection: Notes:
 Selected using Manual Selection

Monday 06/04/2020 Time 0950 Serious at A41 RBT J/W VENDEE DRIVE BICESTER
 E: 457215 N: 221172 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Agricultural vehicle Moving from S to N Turning right
 Casualty Reference: 1 Age: 20 Male Driver/rider Severity: Serious Injured by vehicle: 1

Thursday 16/07/2020 Time 2208 Fatal at A41 J/W B4030 VENDEE DRIVE BICESTER
 E: 457220 N: 221171 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Darkness: street lights present and lit
 Vehicle Reference 1 Car Moving from S to N Going ahead other
 Casualty Reference: 1 Age: 60 Male Driver/rider Severity: Fatal Injured by vehicle: 1
 Casualty Reference: 2 Age: 47 Male Passenger Severity: Serious Injured by vehicle: 1

Sunday 15/08/2021 Time 0606 Slight at A41 RBT J/W B4030 VENDEE DRIVE BICESTER
 E: 457217 N: 221170 Junction Detail: 1 Control 4
 Fine without high winds Road surface Dry Daylight
 Vehicle Reference 1 Car Moving from S to NE Going ahead other
 Casualty Reference: 1 Age: 21 Male Driver/rider Severity: Slight Injured by vehicle: 1

Accidents between dates 01/01/2017 and 24/04/2022 (64) months

Selection: Notes:

Selected using Manual Selection

Tuesday 08/02/2022 Time 0810 Slight at A41 OXFORD RD RBT J/W B4030 VENDEE DRIVE BICESTER
E: 457193 N: 221213 Junction Detail: 1 Control 4
Fine without high winds Road surface Dry Daylight
Vehicle Reference 1 Car Moving from S to N Going ahead other
Vehicle Reference 2 Car Moving from S to N Going ahead other
Casualty Reference: 1 Age: 64 Female Driver/rider Severity: Slight Injured by vehicle: 2

Accidents between dates 01/01/2017 and 24/04/2022 (64) months

Selection: Notes:

Selected using Manual Selection

Accidents involving:

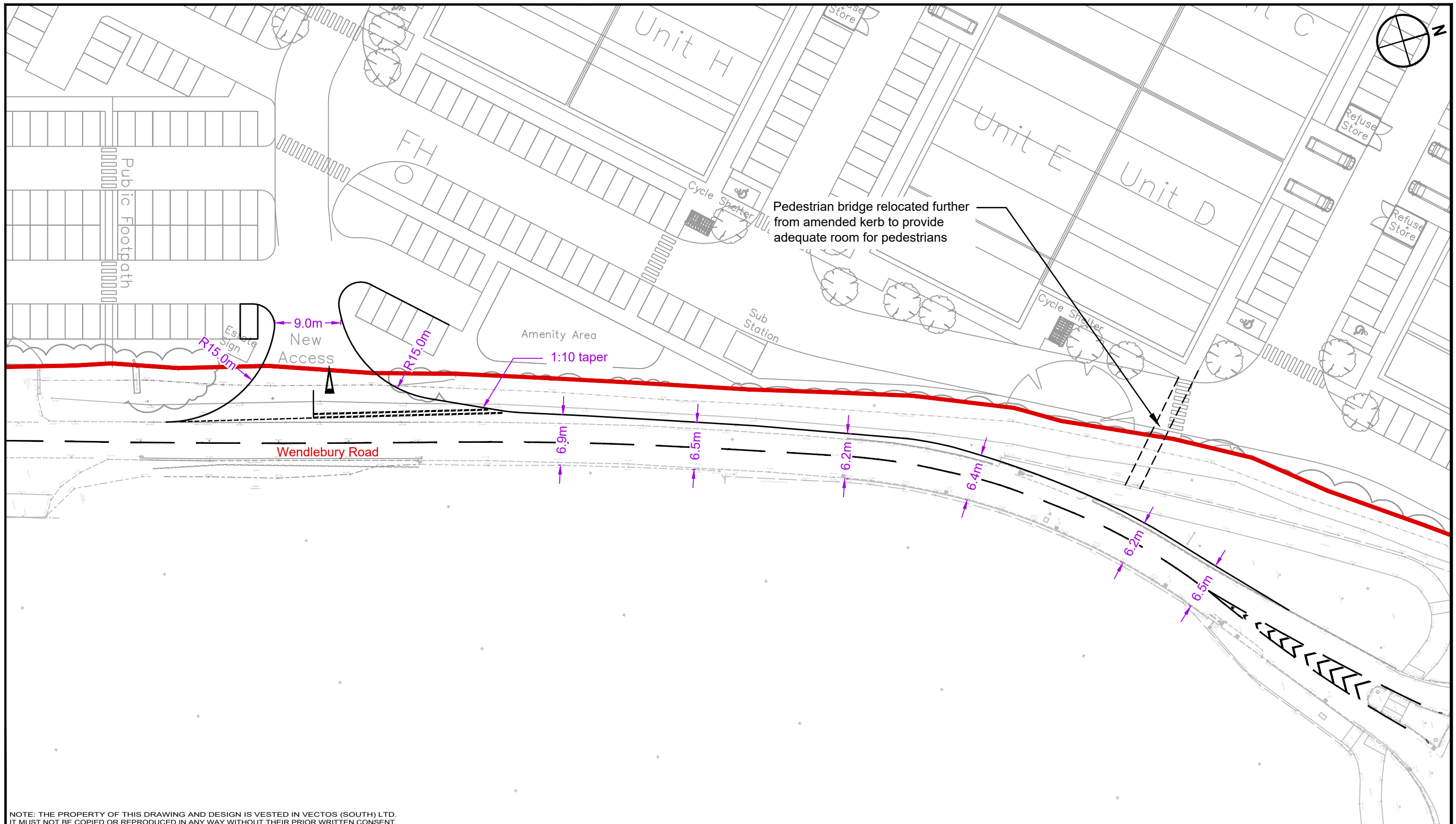
	Fatal	Serious	Slight	Total
Motor vehicles only (excluding 2-wheels)	2	3	12	17
2-wheeled motor vehicles	0	1	2	3
Pedal cycles	0	1	0	1
Horses & other	0	0	0	0
Total	2	5	14	21

Casualties:

	Fatal	Serious	Slight	Total
Vehicle driver	2	3	12	17
Passenger	1	4	5	10
Motorcycle rider	0	1	2	3
Cyclist	0	1	0	1
Pedestrian	0	0	0	0
Other	0	0	0	0
Total	3	9	19	31

Number of casualties meeting the criteria: 31

Appendix E – Access Design



NOTE: THE PROPERTY OF THIS DRAWING AND DESIGN IS VESTED IN VECTOS (SOUTH) LTD. IT MUST NOT BE COPIED OR REPRODUCED IN ANY WAY WITHOUT THEIR PRIOR WRITTEN CONSENT.

REV.	DETAILS	DRAWN	CHECKED	DATE

Key
 — Amended kerb
 — Application Boundary

STATUS:
INFORMATION ONLY

PROJECT: **Bicester Gateway RMA**

DRAWING TITLE: **Proposed Scheme Layout (Wendlebury Road)**

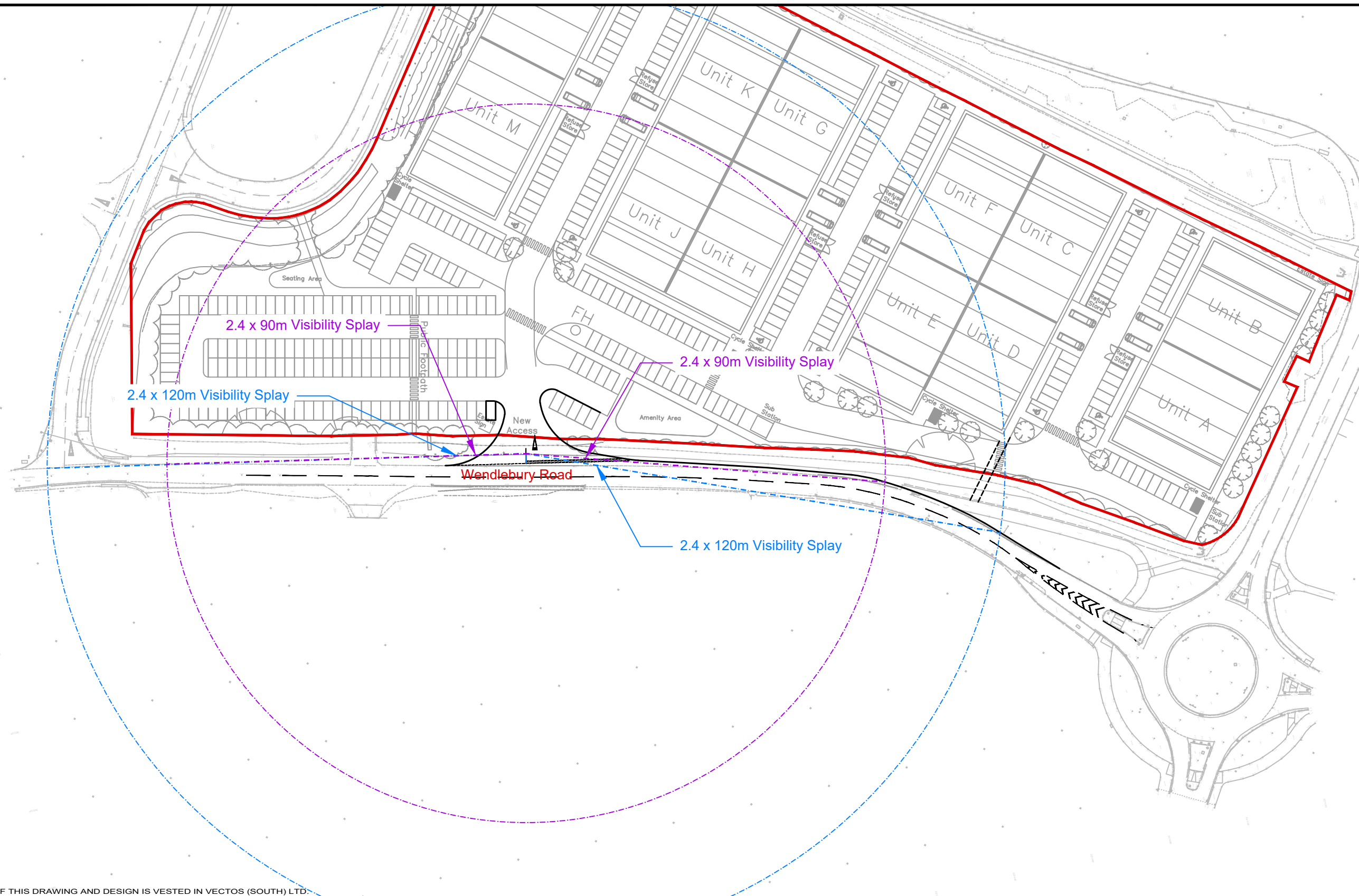
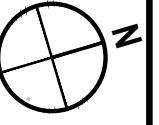
DRAWN: LJ CHECKED: FC DATE: 08.06.22 SCALES: 1:500 @ A3

CLIENT: **Bicester Gateway Ltd**

vectos. | PART OF **SLR**

3rd Floor, Brew House, Jacob Street, Bristol, BS2 0EQ
 t: 0117 203 5240 e: enquiries@vectos.co.uk

DRAWING NUMBER: **226701_PD01** REVISION: .



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REV.	DETAILS	DRAWN	CHECKED	DATE

Key

- - - - - Visibility based on DMRB CD123, 70 KPH design speed
- - - - - Visibility based on DMRB CD123, 70KPH design speed (one step below desired minimum)

STATUS:
INFORMATION ONLY

PROJECT: **Bicester Gateway RMA**

CLIENT: **Bicester Gateway Ltd**

DRAWING TITLE:
**Proposed Access Visibility Assessment
(Wendlebury Road)**

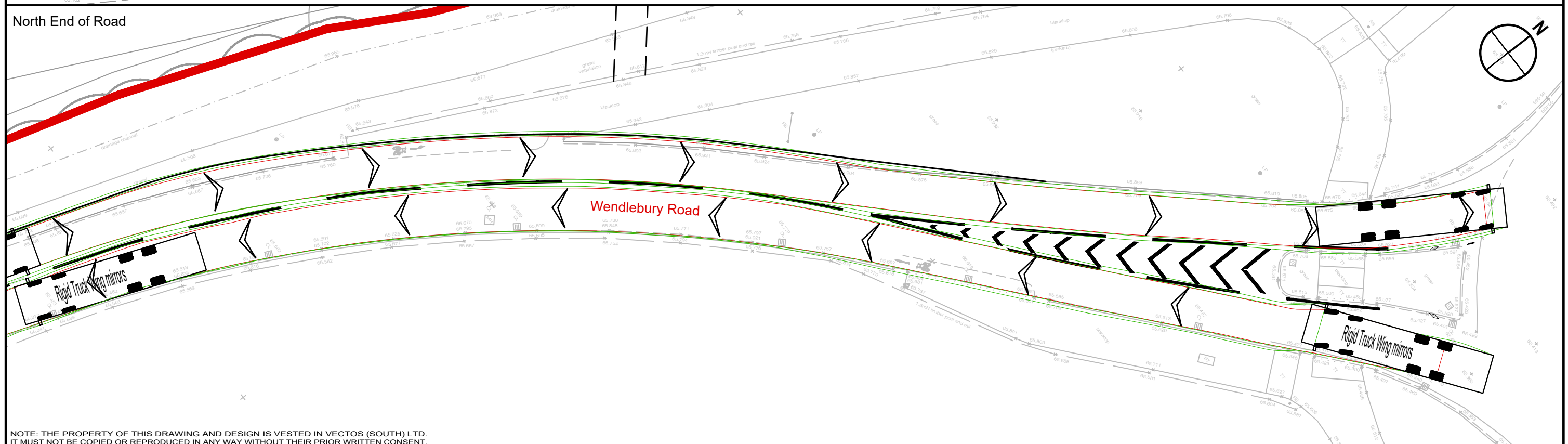
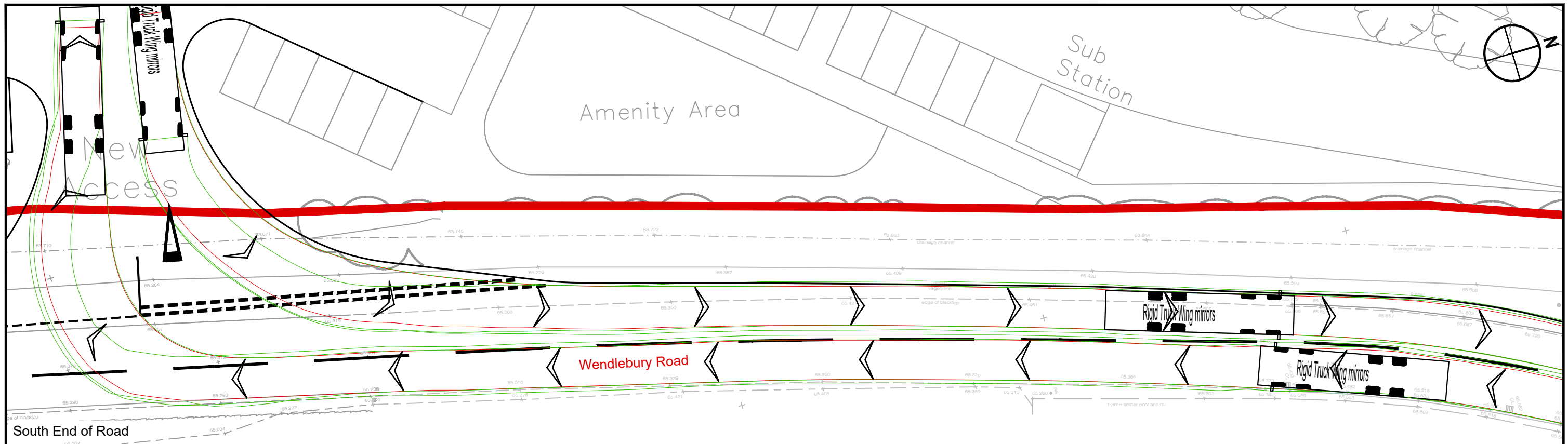
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DRAWN: LJ CHECKED: FC DATE: 08.0622 SCALES: 1:1000 @ A3

DRAWING NUMBER: **226701_PD02** REVISION: .

Appendix F – Swept Path Analysis



NOTE: THE PROPERTY OF THIS DRAWING AND DESIGN IS VESTED IN VECTOS (SOUTH) LTD. IT MUST NOT BE COPIED OR REPRODUCED IN ANY WAY WITHOUT THEIR PRIOR WRITTEN CONSENT.

REV.	DETAILS	DRAWN	CHECKED	DATE

Key

— Amended kerb

Rigid Truck
 Overall Length 12.000m
 Overall Width 2.500m
 Overall Body Height 3.928m
 Min Body Ground Clearance 0.412m
 Track Width 2.471m
 Lock to lock time 6.00s
 Kerb to Kerb Turning Radius 11.900m

PROJECT: **Bicester Gateway RMA**

DRAWING TITLE: **Swept Path Analysis
12m Rigid Truck Accessing Site
(Wendlebury Road)**

CLIENT: **Bicester Gateway Ltd**

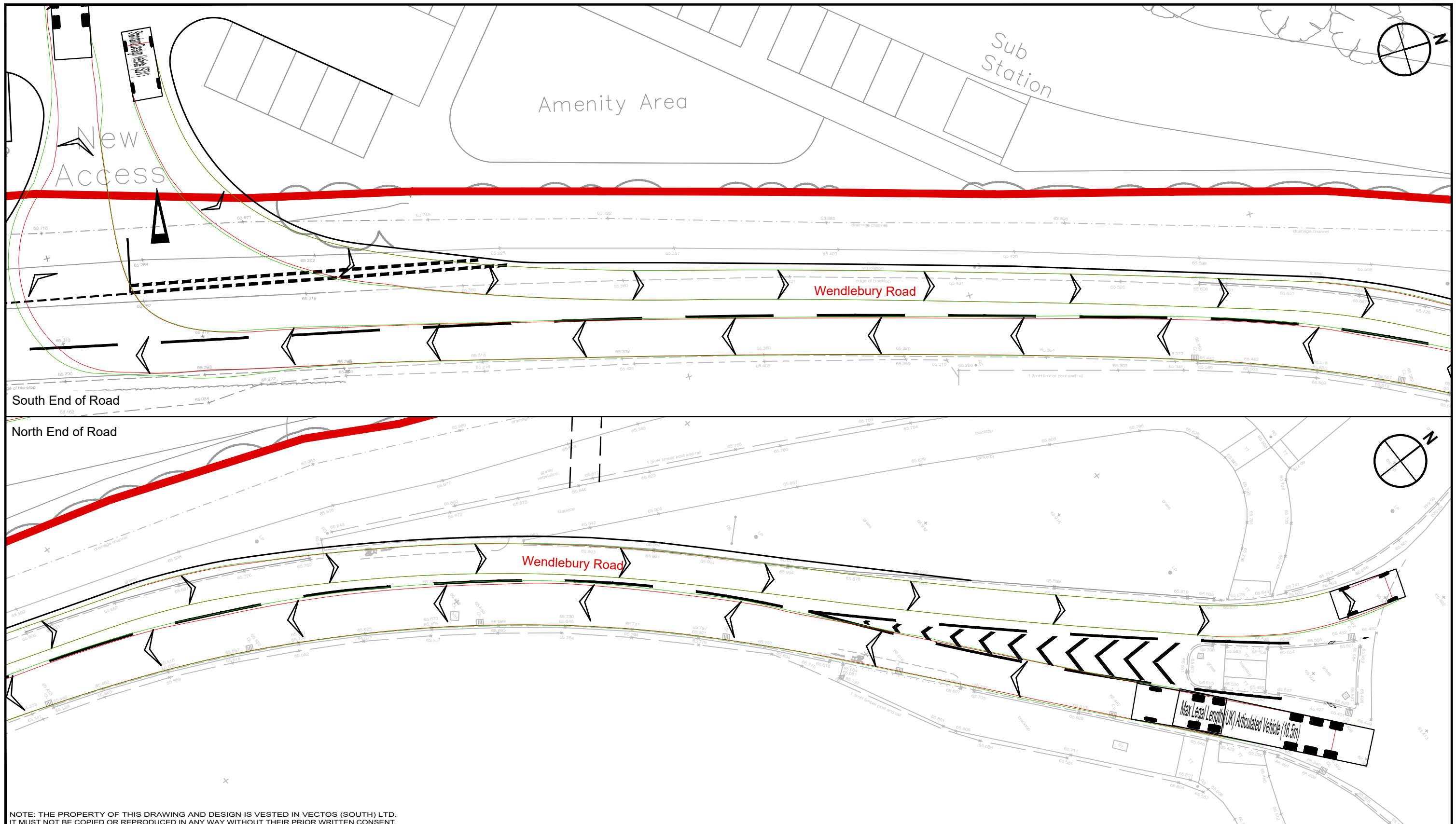
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 t: 0117 203 5240 e: enquiries@vectoros.co.uk

STATUS: **INFORMATION ONLY**

DRAWN: LJ	CHECKED: FC	DATE: 08.06.22	SCALE: 1:250 @ A3
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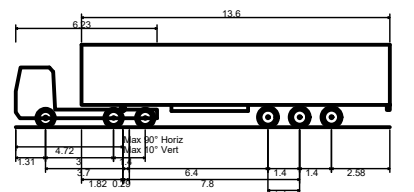
DRAWING NUMBER: 226701_PD01_AT01	REVISION: .
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REV.	DETAILS	DRAWN	CHECKED	DATE

Key
 — Amended kerb



Max Legal Length (UK) Articulated Vehicle (16.5m)
 Overall Length 16.500m
 Overall Width 2.550m
 Overall Body Height 3.632m
 Min Body Ground Clearance 0.396m
 Max Track Width 2.500m
 Lock to lock time 6.00s
 Kerb to Kerb Turning Radius 6.870m

STATUS:
INFORMATION ONLY

PROJECT: **Bicester Gateway RMA**

DRAWING TITLE: **Swept Path Analysis
 HGV Accessing Site
 (Wendlebury Road)**

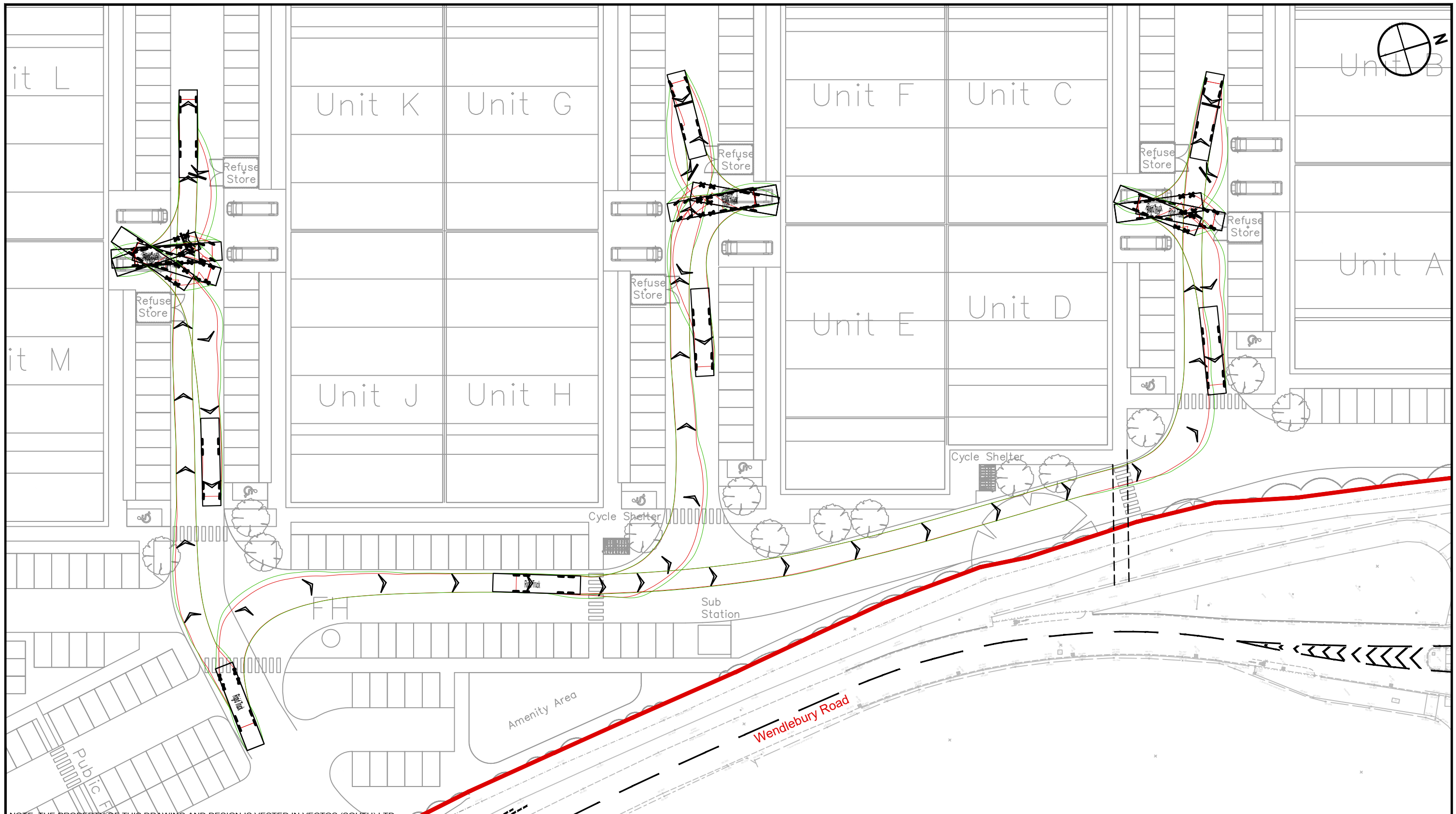
DRAWN: LJ CHECKED: FC DATE: 08.06.22 SCALES: 1:250 @ A3

CLIENT: **Bicester Gateway Ltd**

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DRAWING NUMBER: **226701_PD01_AT02** REVISION: .



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REV.	DETAILS	DRAWN	CHECKED	DATE

Key

— Amended kerb

Rigid Truck
 Overall Length 12.000m
 Overall Width 2.500m
 Overall Body Height 3.928m
 Min Body Ground Clearance 0.412m
 Track Width 2.471m
 Lock to lock time 6.00s
 Kerb to Kerb Turning Radius 11.900m

PROJECT: **Bicester Gateway RMA**

DRAWING TITLE: **Swept Path Analysis
Rigid Truck Turning on Site**

DRAWN: LJ CHECKED: FC DATE: 08.06.22 SCALES: 1:250 @ A3

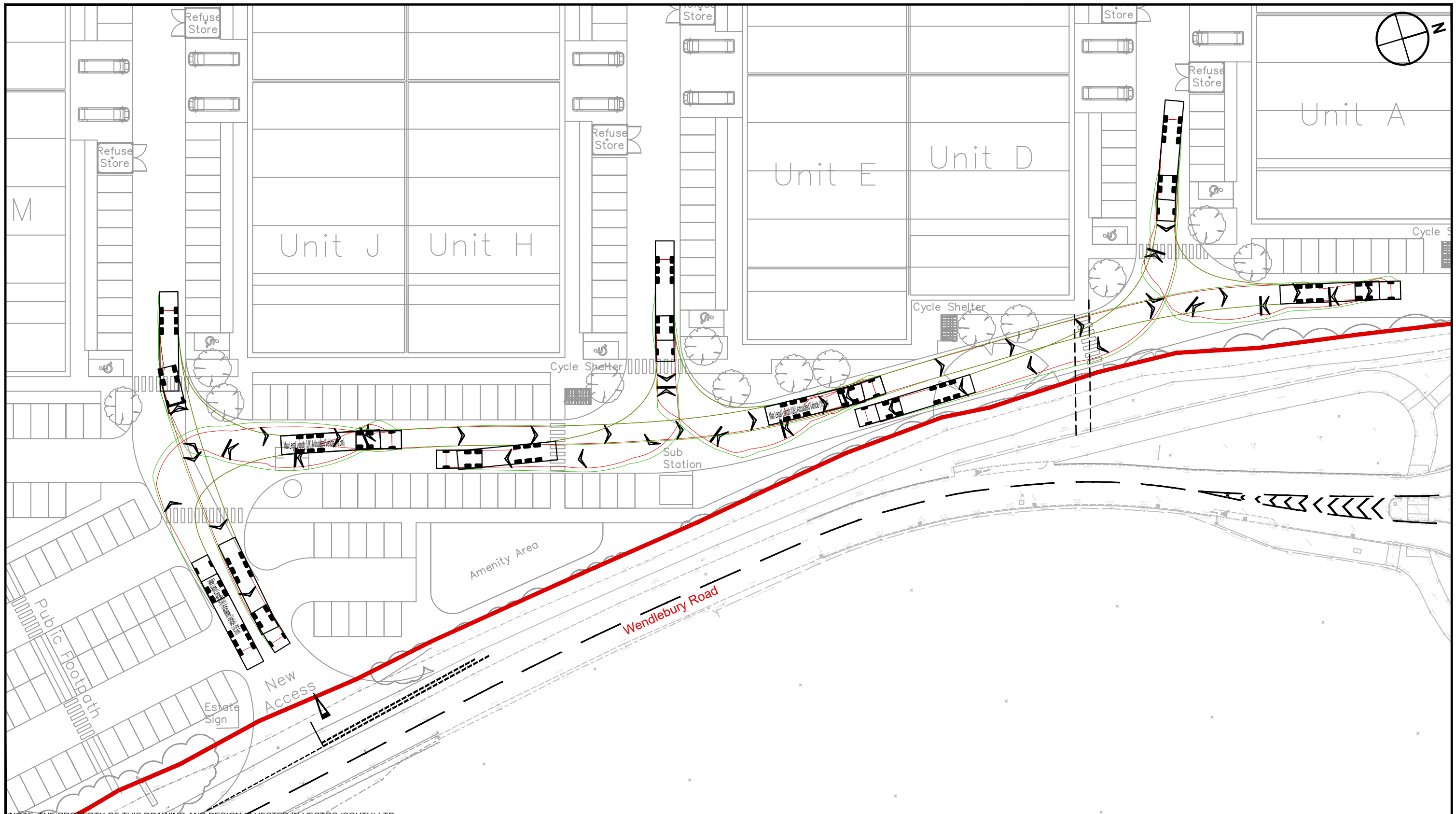
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DRAWING NUMBER: **226701_PD01_AT03** REVISION: .

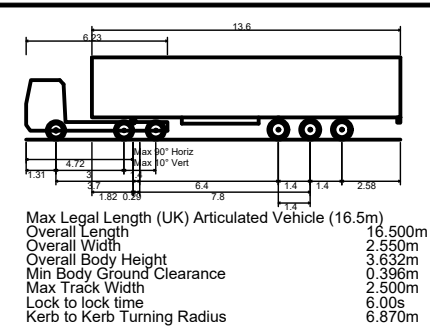
STATUS: **INFORMATION ONLY**



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REV.	DETAILS	DRAWN	CHECKED	DATE

Key
 — Amended kerb



PROJECT: **Bicester Gateway RMA**

DRAWING TITLE: **Swept Path Analysis
 HGV Turning on Site**

CLIENT: **Bicester Gateway Ltd**

STATUS: **INFORMATION ONLY**

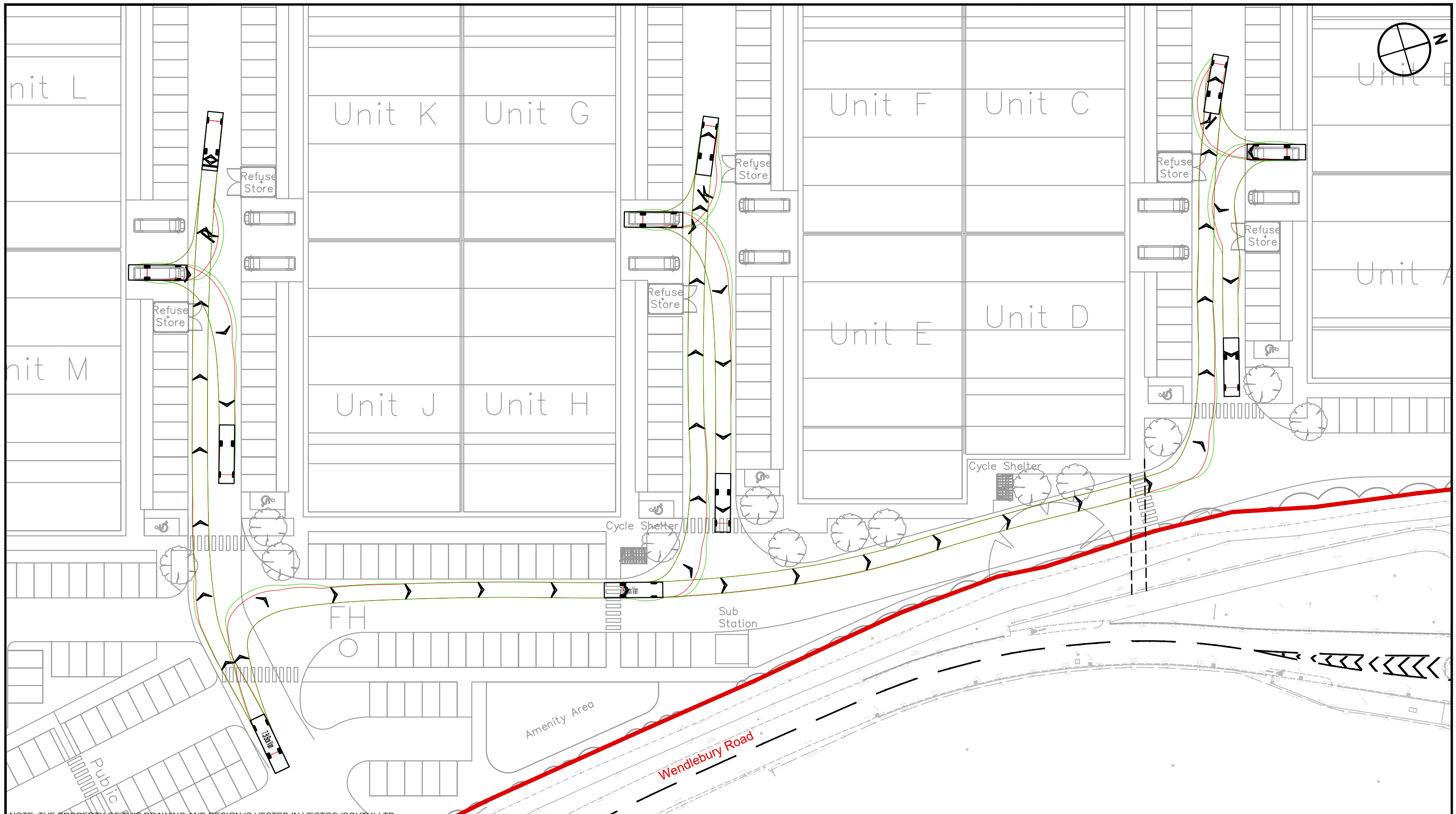
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DRAWING NUMBER: **226701_PD01_AT04**

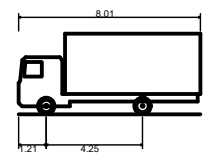
REVISION: .

DRAWN: LJ	CHECKED: FC	DATE: 08.06.22	SCALE: 1:250 @ A3
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REV.	DETAILS	DRAWN	CHECKED	DATE



7.5t Box Van
Overall Length 8.010m
Overall Width 2.100m
Overall Body Height 3.556m
Min Body Ground Clearance 0.351m
Track Width 2.064m
Lock to lock time 4.00s
Kerb to Kerb Turning Radius 7.400m

PROJECT: Bicester Gateway RMA

CLIENT: Bicester Gateway Ltd

DRAWING TITLE: Swept Path Analysis
7.5t Box Van Turning on Site

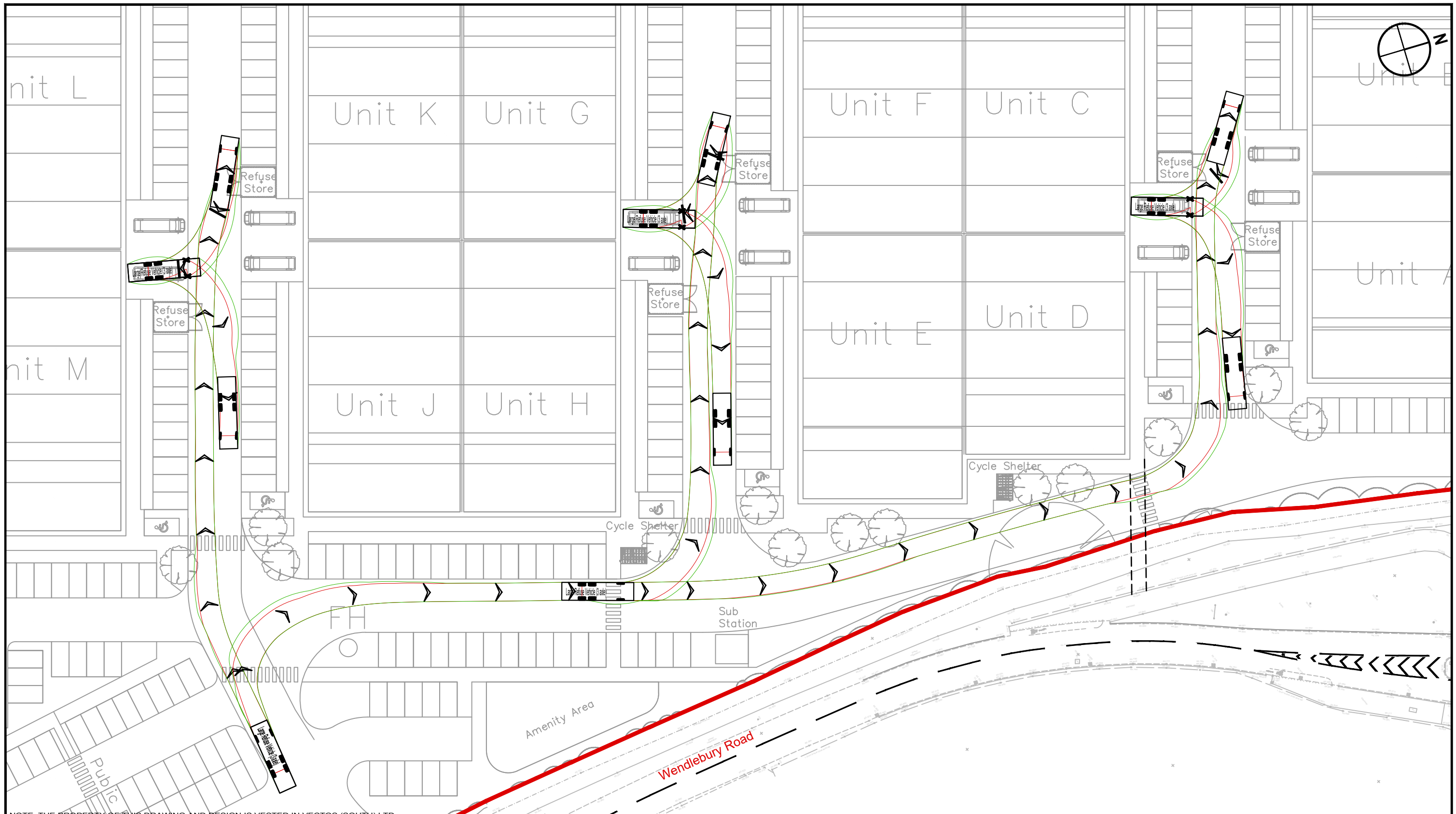
DRAWN: LJ CHECKED: FC DATE: 08.06.22 SCALES: 1:250 @ A3

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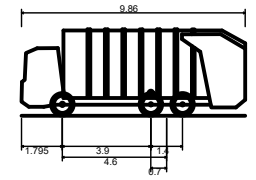
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REV.	DETAILS	DRAWN	CHECKED	DATE



Large Refuse Vehicle (3 axle)
 Overall Length 9.860m
 Overall Width 2.450m
 Overall Body Height 3.814m
 Min Body Ground Clearance 0.366m
 Track Width 2.450m
 Lock to lock time 4.00s
 Kerb to Kerb Turning Radius 9.500m

PROJECT: **Bicester Gateway RMA**

CLIENT: **Bicester Gateway Ltd**

DRAWING TITLE: **Swept Path Analysis
Refuse Vehicle Turning on Site**

DRAWN: LJ CHECKED: FC DATE: 08.06.22 SCALES: 1:250 @ A3

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 t: 0117 203 5240 e: enquiries@vectos.co.uk

DRAWING NUMBER: **226701_PD01_AT06** REVISION: .

STATUS: **INFORMATION ONLY**

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