

Chief Executive's Office
County Hall
New Road
Oxford OX1 1ND

DX 4310 Oxford

**Julia Taplin
Law & Culture
Legal Services**

Date: 16 September 2013
Our ref: JT/KM/44071
Your ref:



Planning Department
Cherwell District Council
DX 24224 BANBURY

PLANNING HOUSING & ECONOMY				
PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
18 SEP 2013				
PASSED TO		COPY TO		
ACR		FILE		

Dear Sirs

**Site – Longford Park, Banbury
Agreement dated 10 September 2013 and made between Oxfordshire County Council (1)
BDW Trading Limited, Taylor Wimpey UK Limited and Bovis Homes Limited (2) New College
Oxford (3) New College Oxford, Hallam Land Management, JJ Gallagher Limited (4)
Application Number: 05/1337/OUT**

Please find enclosed copy of the above Agreement pursuant to Section 278 of the Highways Act 1980 (in part Section 106 of the Town and Country Planning Act 1990) relating to the above application.

This letter and copy Agreement also constitute provision of information to enable the District Council to place a copy on the planning register and thereby comply with Article 36(3) of the Town and Country Planning (Development Management Procedure) Order 2010.

Please acknowledge safe receipt. Acknowledgement by e-mail is acceptable.

Yours faithfully



Julia Taplin
Principal Solicitor (Environmental)
For and on behalf of Peter Clark
County Solicitor & Monitoring Officer

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Enc

DATED 10 September 2013

BDW TRADING LIMITED
TAYLOR WIMPEY UK LIMITED and
BOVIS HOMES LIMITED

-and-

NEW COLLEGE OXFORD

-and-

NEW COLLEGE OXFORD
HALLAM LAND MANAGEMENT LIMITED and
JJ GALLAGHER LIMITED

-and-

OXFORDSHIRE COUNTY COUNCIL

Agreement relating to highway works at
College Fields (now known as Longford Park) Bankside Banbury
to be undertaken by Developer

JT/44071

P G Clark
County Solicitor
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED is made on the Tenth day of September

Two Thousand and Thirteen

BETWEEN:-

- (1) THE OXFORDSHIRE COUNTY COUNCIL ("the Council")
- (2) BDW TRADING LIMITED (company registration number 03018173), TAYLOR WIMPEY UK LIMITED (company registration number 01392762) and BOVIS HOMES LIMITED (company registration number 00397634) ("the Developers")
- (3) THE WARDEN AND SCHOLARS OF ST MARY COLLEGE OF WINCHESTER IN OXFORD (COMMONLY CALLED NEW COLLEGE IN OXFORD) ("New College")
- (4) THE WARDEN AND SCHOLARS OF ST MARY COLLEGE OF WINCHESTER IN OXFORD (COMMONLY CALLED NEW COLLEGE IN OXFORD), HALLAM LAND MANAGEMENT LIMITED (company registration number 02456711) and JJ GALLAGHER LIMITED (company registration number 0305968) ("the Mortgagees")

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 "Area B" means the land shaded purple on the Site Plan
- 1.4 "As-Built Drawings" means detailed plans and drawings showing the Works in the form in which they have actually

been executed and completed as required under Condition 31 of the Standard Conditions

- 1.5 "Certificate of Completion" means a certificate issued under Condition 28 of the Standard Conditions
- 1.6 "the Council" means the said Oxfordshire County Council whose principal office is at County Hall, New Road, Oxford, OX1 1ND and any successor to its statutory functions as highway authority or planning authority and any duly appointed employee or agent of the Council or such successor
- 1.7 "the Dedication Plans" means Drawing number 20488-3-010 and Works Drawings numbers 1071/HL/210 Rev. G and 1071/HL/220 Rev G
- 1.8 "the Developers" means the said BDW Trading Limited of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, LE67 1UF and Taylor Wimpey UK Limited of Gate House, Turnpike Road, High Wycombe, HP12 3NR and Bovis Homes Limited of The Manor House, North Ash Road, North Ash Green, Longfield, DA3 8HQ and their successors in title and assigns
- 1.9 "the Development" means residential development with associated facilities including primary school, playing fields, local shops, community facilities and 2200 square metres of employment provision (Use Class B1) on the Site

- 1.10 " Dwelling " means a building (being a building erected or proposed to be erected upon the Site as part of the Development) or part of such a building designed for residential occupation by a single household and including affordable housing units
- 1.11 " 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 purposes of this Deed the following shall be deemed not to be material operations:-
archaeological works geotechnical ground investigations surveys site clearance and remediation works services diversions footpath diversions site or soil investigations including surveys and digging of trial pits and the erection of hoardings and fences
- 1.12 " including " means including without limitation or prejudice to the generality of any preceding description defining term phrase or word(s) and ' include ' shall be construed accordingly
- 1.13 " Index-Linked " means adjusted according to any increase occurring between July 2013 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

Institute of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

Index 1	Labour	25%
Index 2	Plant	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 Developers and the Council

1.14 "the Maintenance Costs" means the following contributions towards the cost of future maintenance of the Works

- 1.14.1 Maintenance Costs (Weeping Cross Junction Works) - one hundred and ninety two thousand five hundred pounds (£192,500) Index Linked
- 1.14.2 Maintenance Costs (Bankside Roundabout Works) - fifty four thousand four hundred and thirty pounds (£54,430) Index Linked
- 1.14.3 Maintenance Costs (Bankside Traffic Calming Works) - twenty two thousand three hundred and thirty pounds (£22,330) Index Linked
- 1.14.4 Maintenance Costs (Oxford Road/Farmfield Road Junction Works) - sixteen thousand nine hundred and seventy three pounds (£16,973) Index Linked

- 1.14.5 Maintenance Costs (Oxford Road/Hightown Road/Horton View Junction Works) - forty nine thousand seven hundred and fifty pounds (£49,750) Index Linked
- 1.14.6 Maintenance Costs (Bankside/Hightown Road/Lambs Crescent Junction Works) - forty two thousand three hundred and ninety pounds (£42,390) Index Linked
- 1.14.7 Maintenance Costs (Oxford Road Pelican Crossing Works) - eighteen thousand nine hundred (£18,900) Index Linked
- 1.14.8 Maintenance Costs (Bankside Junction Works) - eight thousand one hundred and sixty pounds (£8,160) Index Linked
- 1.14.9 Maintenance Costs (Oxford Road/Bloxham Road Junction Works) - six thousand six hundred and seventy pounds (£6,670) Index Linked
- 1.15 "the Mortgagees" means the said Warden and Scholars of St Mary College of Winchester Oxford (commonly called New College in Oxford), Hallam Land Management Limited of Banner Cross Hall, Eccleshall Road South, Sheffield, S11 9PD and JJ Gallagher Limited of 15 Hockley Court, Stratford Road, Hockley Heath, Solihull, B94 6NW and their successors in title and assigns

- 1.16 "Occupation" means occupation of a Dwelling for residential purposes or if earlier the transfer of the Dwelling and "occupy" and "occupied" shall be construed accordingly
- 1.17 "the Off-Site Works" means such part of the Works (if any) as is to be executed outside the Site
- 1.18 "the Planning Permission" means planning permission reference number 05/1337/OUT for the Development of the Site
- 1.19 "Section 106 Agreement" means a planning obligation in relation to the Development of the Site dated 30 September 2009 made between Nigel John Morris and Carole Morris (1) The Warden and Scholars of St Mary College of Winchester in Oxford (commonly called New College in Oxford) (2) John Henry Colegrave and others (3) Royal & Sun Alliance Insurance PLC (4) Gallagher Estates Limited (5) Hallam Land Management Limited (6) Cherwell District Council (7) and Oxfordshire County Council (8) as varied by two Deeds of Modification both dated 15 February 2013 and made between Nigel John Morris and Carole Morris (1) BDW Trading Limited, Taylor Wimpey UK Limited and Bovis Homes Limited (2) Cherwell District Council (3) and Oxfordshire County Council (4)
- 1.20 "the Site" means the land at College Fields (now known as Longford Park) Bankside Banbury Oxfordshire shown edged in black on the Site Plan

1.21 "the Site Plan" means the plan marked "Plan A" annexed to this Deed

1.22 "the Standard Conditions" means the Council's Standard Conditions for the Control of Highway Works in Conjunction with Development (1999 Edition) a copy of which is annexed to this Deed subject to the following clarifications and variations:-

1.22.1 the definition of the Works in Condition 1(c) means where the context so requires each element of the Works as defined in this Deed

1.22.2 the provisions in the Standard Conditions relating to circumstances where the Developer proposes not to appoint a contractor shall not apply and the Developer shall be obliged to appoint a contractor to undertake the Works in compliance with the following:

- Advertising/publication of the proposed contract for carrying out the Works sufficient to open up the market to competition and for the impartiality of the procurement procedures to be reviewed; and
- Awarding the contract for the Works further to competition applying such impartial procurement procedures

Plan A



- APPLICATION SITE BOUNDARY
- SCHOOL SITE
- AREA A
- AREA B
- MIXED USE AREA
- COMMUNITY PARK
- SPORTS PITCH LAND
- PAVILION SITE
- LEAP
- NEAP
- PUBLIC HOUSE SITE
- LOCATION OF CANAL BASIN

County Solicitor Designated Officer

A2



Hallam Land Management Ltd /
J.J Gallagher, Ltd

SECTION 106
SITE PLAN

College Fields, Banbury

1644/P/601 rev F

1.23 "the Works" means the works specified in the Schedule

comprising the following elements:-

- Weeping Cross Junction Works
- Bankside Roundabout Works
- Bankside Traffic Calming Works
- Oxford Road/Farmfield Road Junction Works
- Oxford Road/Hightown Road/Horton View Junction Works
- Bankside/Hightown Road/Lambs Crescent Junction Works
- Oxford Road Pelican Crossing Works
- Bankside Junction Works
- Oxford Road/Bloxham Road Junction Works
- Oxford Road General Improvements Works

Each element of the Works includes preparatory and ancillary works and amenity and accommodation works as specified in the Schedule

1.24 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

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

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

1.27 Where the context so requires:-

1.27.1 the singular includes the plural and vice versa

1.27.2 the masculine includes the feminine and vice versa

1.27.3 persons includes bodies corporate associations and partnerships and vice versa

1.28 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

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

1.30 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 Developers are the owners of the freehold of the majority of the Site subject as to part of the Site to charges dated 15 April 2013 in favour of the Mortgagees but otherwise free from encumbrances as the Developers hereby warrant

- 2.2 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site
- 2.3 For the purposes of the 1980 Act, Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the highway authority and the traffic authority for certain highways in the area which includes the Site
- 2.4 It has been agreed in the Section 106 Agreement that the Development shall not be implemented prior to the completion of this Deed and that there shall be certain restrictions on Occupation at the Development as set out in clauses 28.2 and 28.3 of the Section 106 Agreement
- 2.5 The Off-Site Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act
- 2.6 It has been agreed between the Developers and the Council that in lieu of the Developers paying the cost of the Off-Site Works the Off-Site Works should be executed by the Developers in conjunction with the carrying out of the Development
- 2.7 This Deed (which the Council are satisfied will be of benefit to the public) is made under Sections 38 72 and 278 of the 1980 Act Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and the provisions of clauses 3.1 and 3.2 are planning obligations for the purposes of Section 106 of the 1990 Act entered into by the

Developers and the Mortgagees in respect of their interest in the Site and enforceable by the Council

2.8 No person shall be liable for any breach of the provisions of clauses 3.1 or 3.2 of this Deed after it shall have parted with its entire interest in the Site

2.9 The restrictions on Occupation at clauses 3.1 and 3.2 shall be enforceable against all owners-occupiers and tenants (and those deriving title from them or their mortgagees or chargees) of Dwellings first Occupied after the date when the relevant restriction in question has arisen but otherwise the provisions of clauses 3.1 and 3.2 shall not be enforceable against owners-occupiers or tenants of any Dwelling nor against those deriving title from them or their mortgagees or chargees

3. Covenants

The Developers covenant with the Council:-

3.1 not to cause or permit the occupation of more than 100 Dwellings in Area B until the Oxford Road Pelican Crossing Works have been completed in accordance with the provisions of this Agreement

3.2 not to cause or permit the occupation of more than 400 Dwellings until the remainder of the Works have been completed in accordance with the provisions of this Agreement

- 3.3 to execute the Works entirely at their own expense and to the satisfaction of the Council
- 3.4 in executing the Works to observe and perform all the obligations which fall on “the Developer” under the Standard Conditions save that for the avoidance of doubt the Standard Conditions will apply separately to each element of Works mutatis mutandis
- 3.5 to complete all the Works no later than 1 April 2016 and to complete each element of the Works as specified below in column 1 in accordance with the timescales specified in column 2

Column 1	Column 2
Weeping Cross Junction Works	30 weeks
Bankside Roundabout Works	16 weeks
Bankside Traffic Calming Works	9 weeks
Oxford Road/Farmfield Road Junction Works	10 weeks
Oxford Road/Hightown Road/Horton View Junction Works	12 weeks
Bankside/Hightown Road/Lambs Crescent Junction Works	10 weeks
Oxford Road Pelican Crossing Works	8 weeks
Bankside Junction Works	7 weeks
Oxford Road/Bloxham Road Junction Works	9 weeks

Oxford Road General Improvements Works	10 weeks
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- 3.6 to pay to the Council the Maintenance Costs in respect of the relevant element of the Works on or before substantial completion of that element of the Works and not to apply for the issue of the Certification of Completion for that element of the Works until it has paid the relevant Maintenance Costs to the Council
- 3.7 if any payment to be made to the Council is not paid on or before the due date for payment to pay interest of 4% per annum above the base rate from time to time of Lloyds Banking Group Plc from such due date to the date of payment
- 3.8 until a Certificate of Completion has been issued in respect of every element of the Works to give the Council written notice of any disposal of an interest in the Site (save the entering into of a charge) and of the name and address of the new owner and the date of the disposal within 14 days of such disposal save for any disposal of a single Dwelling to an owner-occupier and disposal of any part of the Site to a statutory undertaker in connection with it undertaking its statutory function

4. **Adoption as Highway**

4.1 On the issue of a Certificate of Completion for each element of the Works as set out in column 1 below the land as described in column 2 below (subject to modification as provided in clause 4.2) shall be deemed to have been dedicated as public highway (for all public highway purposes including use by mechanically propelled vehicles) and shall thereafter subject to Condition 32 of the Standard Conditions be highway maintainable at public expense

The Works	Dedication Area	Landowner at date of this Agreement
Weeping Cross Junction Works	Coloured brown on Drawing 20488-03-010.	north part - Developers (subject to charge). south part - New College.
Bankside Roundabout Works	Hatched red on drawing 1071/HL/210 Rev.G	Developers (subject to charge).
Bankside Junction Works	Hatched red on drawing 1071/HL/220 Rev. G	Developers (subject to charge)

4.2 The Council may after consideration of the As-Built Drawings for the relevant element of the Works require the substitution of a modified dedication plan in which event that shall be agreed with the Developers and as applicable New College and the Mortgagees and the dedication as provided in clause 4.1 shall have effect in respect of the relevant land as shown on the modified plan

4.3 The Developers, New College and the Mortgagees consent to the noting of the provisions of clause 4 of this Deed on the registers of title numbers ON269171 and ON230799

5. **Agreement on the part of New College (Weeping Cross)**

New College agrees with the Council that the Council may enter on to the southerly dedication area shown coloured brown on drawing 20488-03-010 for any purpose in connection with the provisions of this agreement relating to the Weeping Cross Junction Works (including in the event of default by the Developers)

6. **Act Reasonably**

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

7. **The Mortgagees**

The Mortgagees acknowledge that the Site is bound by the obligations contained in this Deed and in the event that a dedication area is revised further to clause 4.2 the Mortgagees agree that any part of the dedication area which is subject to their charges shall be released from such charge on dedication pursuant to clause 4.1 and the Mortgagees will execute such further documentation as may be required to effect this

8. **Legal Costs**

- 8.1 The Developers 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 Developers 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
- 8.3 No party will claim any compensation in respect of the provision of this Deed

9. **Third Party Rights**

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

10. **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) Speedwell House Speedwell Street Oxford OX11NE 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 the Developers shall be sent to:

10.1 BDW Trading Limited for the attention of the Company
Secretary as its registered office from time to time

10.2 Taylor Wimpey UK Limited for the attention of the Company
Secretary at its registered office from time to time

10.3 Bovis Homes Limited for the attention of the Company
Secretary at its registered office from time to time

or to such other person at such address as the Developers shall notify
in writing to the Council from time to time

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 Developers New College or the Mortgagees 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. **VAT**

All works undertaken pursuant to and all payments made in
accordance with the terms of this Deed shall be exclusive of
value added tax and the Developers 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
Developers

14. **Jurisdiction**

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

15. **Delivery**

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

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

SCHEDULE

The Works

(1) **Principal Works**

The provision and construction of the following works in the positions indicated in principle on the plans specified below (“the Principal Works”)

(a) Weeping Cross Junction Works – Drawing 20488-03-003

Provision of a traffic signalled junction with pedestrian phasing at the new access to the Site from Oxford Road near the junction with Weeping Cross with provision of a new 10 metre wide vehicular access with 10 metre radii, widening of the Oxford Road to 15 metres including four lanes and separate right turn provision and provision of a

new eastern footway between the junctions, realignment of the Weeping Cross kerb radii, pedestrian crossing/refuges and footway improvements

- (b) Bankside Roundabout Works – Drawing 1071/HL/210
Rev G.

Provision of a fourarm roundabout with 35.5 metres inscribed circle diameter and 18 metre diameter central island, approved entry/exit radii and pedestrian refuges at the junction of Bankside, Oxford Road and a new access into the Site with the south east arm providing a 6 metre radii wide access to the Site and including new and improved footway.

- (c) Bankside Traffic Calming Works – Drawing 1071/HL/260
Rev G.

Provision of traffic calming works at Bankside with the provision of two mini roundabouts at the Chatsworth Drive junction with Bankside, uncontrolled pedestrian crossing on a raised table with pedestrian refuge between the new access into the Site and Spinney Drive, a further 10 central islands with edge lines to act as traffic calming features and the removal of existing chicane

features.

- (d) Oxford Road/Farmfield Road Junction Works – Drawing 1071/HL/270 Rev I.

Improvements to the existing traffic signalled junction of Oxford Road with Farmfield Road to include carriageway widening, additional right turn lane into Hightown Road and footway improvements.

- (e) Oxford Road/Hightown Road/Horton View Junction Works – Drawing 1071/HL/270 Rev I.

Improvements to the existing traffic signalled junction of Oxford Road with Horton View and Hightown Road including carriageway widening, additional right turn lane into Hightown Road and footway improvements.

- (f) Bankside/Hightown Road/Lambs Crescent Junction Works – Drawing 1071/HL/250 Rev H.

Provision of a traffic signalled junction with pedestrian phasing at the junction of Hightown Road, Lambs Crescent and Bankside including realignment of existing

kerb radii and footway improvements.

- (g) Oxford Road Pelican Crossing Works – Drawing
1071/HL/240 Rev G.

Provision of a new pelican crossing across Oxford Road, south east of the junction with Broad Gap including a new footway connection to Canal Lane and the realignment of the footway and uncontrolled pedestrian crossing points at Broad Gap.

- (h) Bankside Junction Works – Drawing 1071/HL/220 Rev G

Provision of a new 6 metre wide access to the Site with 10 metre radii and associated new footway.

- (i) Oxford Road/Bloxham Road Junction Works – Drawing
1071/HL/230 Rev F

Improvements to the existing traffic signalled junction of Oxford Road and Bloxham Road including alterations to phasing, existing kerb lines, pedestrian crossing and refuges together with footway improvements.

- (j) Oxford Road – General Improvement Works – Drawing
1071/HL/270 Rev I

General improvements work at Oxford Road including
carriageway and footway improvements.

(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 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
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 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 Works including:-

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

[STANDARD CONDITIONS]

Current Form - but due for review

OXFORDSHIRE COUNTY COUNCIL

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

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County Hall
New Road
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OX1 1ND

H Jones
Director for Environment & Economy
Speedwell House
Speedwell Street
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Edition 1999

OXFORDSHIRE COUNTY COUNCIL

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

GENERAL

1. INTERPRETATION

In these Conditions:-

- a) "the Council" means the Oxfordshire County Council of County Hall New Road Oxford OX1 1ND and, so far as the context admits, includes any servant or agent duly appointed by them for purposes including the matters touched upon in these Conditions
- b) "the Agreement" means any agreement or other instrument by which these Conditions are applied
- c) "the Works" means the works which the Agreement requires to be executed in accordance with these Conditions
- d) "the Developer" means the person or persons by whom the Agreement requires the Works to be executed
- e) "the Scheme of Works" means the scheme referred to in Condition 9 as may for the time being have been varied and/or augmented under Condition 22
- f) "the Bond" means the bond referred to in Condition 12
- g) "the Certificate of Completion" means the certificate issued under Condition 28
- h) "Contractor" includes an agent and any sub-contractor or agent of a main contractor
- i) the marginal headings are for ease of reference and shall not affect the construction or interpretation of these Conditions

2. RELATIONSHIP WITH AGREEMENT

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

3. COMMUNICATIONS WITH THE COUNCIL

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

4. APPROVALS ETC NOT TO CONSTITUTE CONTRACTS

None of the following, namely:-

- a) any approval or consent given by the Council in respect of the discharge by the Developer of his obligations under these Conditions; or
- b) any authorisation given or implied by or under these Conditions in respect of any thing done or to be done by the Developer on or in relation to any public highway; or
- c) any payment made by the Developer to the Council under these Conditions

shall create any contractual relationship between the Developer and the Council beyond that contained in the Agreement; and the Council will not be liable for any loss, damage or injury which the Developer may sustain arising from action taken in consequence of such approval, consent, authorisation or payment.

5. COUNCIL TO ACT IN DEFAULT OR EMERGENCY

In either of the following circumstances, namely:-

- a) if the Developer shall be materially in default in respect of any of these Conditions or any notice served thereunder (being a Condition or notice requiring work to be done or not done, or to be done in a particular manner or by a particular time) and if such default continues after the Council have given to the Developer not less than 21 days' written notice of the steps they require to be taken to remedy such default; or
- b) if it shall appear to the Council at any time during the course of execution of the Works that danger to persons or prejudice to the structure or stability of the public highway or of adjoining land exists or is imminent, and that it is not reasonably practicable to cause the Developer to take the necessary remedial steps forthwith; the Council may to the exclusion of the Developer take such steps themselves and charge the expenses thereof (including their reasonable administrative costs incurred in connection therewith) against the Developer, such expenses

being a debt due to the Council and recoverable by them by action or otherwise.

6. **INDEMNITY**

The Developer shall indemnify the Council and keep them indemnified against all actions, liabilities, claims, costs and proceedings which may arise from the execution and completion of the Works (except insofar as may arise from the neglect or default of the Council) and from anything done or not done by the Developer or by his servants or contractors in connection therewith, including (for the avoidance of doubt) any liabilities, claims, and costs arising under Sections 1 or 9 of the Land Compensation Act 1973 (compensation for depreciation caused by use of public works) or under regulations made pursuant to Section 20 of that Act (insulation against noise) and any grants made by the Council under the said regulations in accordance with its established policy. The Council will by advertisement invite claims under Sections 1 or 9 of the Land Compensation Act 1973 and under regulations made pursuant to Section 20 of that Act.

7. **HEALTH AND SAFETY**

The Developer shall act as the only client in respect of the Works for the purposes of The Construction (Design and Management) Regulations 2007 ("the Regulations") and shall make a declaration in accordance with the Regulations

PRELIMINARIES

8. **SUBMISSIONS TO THE COUNCIL**

The Developer shall submit to the Council:-

- a) no later than 3 months before any tender is invited for the execution of the Works (or, if the Developer proposes not to appoint any contractor for that purpose, no later than 3 months before the Works are expected to commence), those parts of the Scheme of Works mentioned in sub-paragraphs (a) and (b) of Condition 9
- b) no later than 1 month before any tender is invited for the execution of the Works, details in accordance with Condition 15 of the persons proposed to be invited to tender
- c) no later than 2 weeks after the acceptance of any tender for the execution of the Works
 - i) (without prejudice to sub-paragraph (d) (i) below) those parts of the Scheme of Works mentioned in sub-paragraphs (c) - (e) of Condition 9; and

- ii) notification of the identity of the contractor who has submitted the successful tender
- d) no later than 1 month before the Works are expected to commence:-
 - i) the matters referred to in sub-paragraph (c) (i) above (if not previously submitted)
 - ii) details of the guarantor proposed to be given pursuant to Condition 12, together with any bills of quantities or tenders which the Developer wishes the Council to take into account under that Condition; and
 - iii) details of the insurance's required by Condition 14; or in any particular case at such later time as the Council may consider expedient and in writing so agree

9. SCHEME OF WORKS

The Developer shall submit to the Council a detailed scheme for the execution and completion of the Works, incorporating (among any other relevant matters):-

- a) detailed plans (which shall include a layout plan to a scale of 1:1250 or 1:2500 according to whichever is the Ordnance Survey base scale for the area), drawings and specifications of the Works and the materials to be used therein, complying with the relevant standards and specifications of the Council for the time being in force, together with such structural calculations as the Council may consider necessary having regard to the nature of the Works;
- b) where the Council so require having regard to the scale of the Works, measures for the control of vehicles and plant to be used in the course of execution of the Works (including vehicles engaged on the transport of materials to and from the Works) in order to minimise the risk of damage to any highway and disturbance to occupiers of residential property;
- c) a detailed programme designed to ensure the orderly and timely execution and completion of the Works with the minimum of disturbance to users of the public highway and to facilitate the implementation of any such measures in respect of undertakers' apparatus as may be identified pursuant to Condition 10;
- d) such measures, including means of traffic control and protection of pedestrians, as the Council may require in order to alleviate the interruption of the use by the public of any part of the existing highway in the course of execution of the Works;

- e) details of all lights, guards, fencing, warning signs, watching and other things necessary for the protection of the Works or for the safety and convenience of the public or others.

10. UNDERTAKERS' APPARATUS

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

11. OTHER CONSENTS ETC

The Developer shall be solely responsible for the timely obtaining, at his own cost, of all rights, approvals and consents (so far as not contained in or given under the Agreement or these Conditions) and any other requisite action by any third party to enable the Works and every part thereof to be properly and lawfully executed and completed in accordance with the Agreement and these Conditions and with any relevant general and local statutory provisions, including (but not so as to provide an exclusive list of examples):-

- a) planning permission for the Works;
- b) authority for the stopping up, diversion or other alteration of any existing highway so far as necessary to enable the Works to proceed; and
- c) any rights and easements which are in the Council's opinion necessary to ensure the permanent and satisfactory drainage of the Works.

12. BOND

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

amount of the Bond shall be the gross cost of the Works (including any costs payable to undertakers pursuant to Condition 10) as then estimated by the Council (such estimate to take into account any bills of quantities prepared or tenders received by the Developer in respect

of the Works and submitted by him to the Council for inspection).

13. **SUPERVISION COSTS**

The Developer shall pay to the Council in respect of the costs to be incurred by the Council in supervising the execution and completion of the Works a sum equal to 9% of the Bond subject to a minimum payment of [£750].

14. **INSURANCE**

The Developer shall take out and maintain, until whichever is the later of the dates mentioned in sub-paragraphs (a) and (b) of Condition 33, such insurances satisfactory to the Council as may be necessary to cover the liability of the Developer and of his servants and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works.

15. **APPROVAL OF CONTRACTORS**

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

IMPLEMENTATION OF THE WORKS

16. **COMMENCEMENT OF WORKS**

The Developer, immediately on agreeing a commencement date with the contractor appointed to execute the Works, shall notify the Council in writing of the date agreed or, if the Developer proposes not to appoint a contractor for that purpose, give the Council not less than one month's notice in writing of the intended commencement.

17. **NO WORK PENDING APPROVALS ETC**

Save for such minor preliminary works as the Council may in writing agree, the Works shall not be commenced before:-

- a) the Council's approval of the Scheme of Works pursuant to Condition 9;

- b) the entering into by the Developer and the guarantor of the Bond pursuant to Condition 12;
- c) the payment to the Council of the costs referred to in Condition 13; and
- d) the approval by the Council of the insurances mentioned in Condition 14.

18. **GENERAL CONDUCT**

The Developer shall execute and complete the Works in compliance with the approved Scheme of Works, in a sound and workmanlike manner, with proper materials and in accordance with good engineering practice.

19. **INSPECTION OF SITE AND MATERIALS**

The Developer shall at all reasonable times give to the Council free access to every part of the Works and shall permit them to inspect the same and all materials used or intended for use therein, and where the Council require any such materials to be tested the Developer shall reimburse the Council the reasonable cost of such testing.

20. **ERRORS AND DEFECTS**

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

- a) that any error has arisen in the position, levels, dimensions or alignment of any part of the Works; or
- b) that any work carried out or materials used for the purpose of the Works are defective to such extent as to prejudice in any respect the structure, stability, durability or subsequent functioning of the Works or part thereof; or
- c) that any damage has occurred in respect of any part of the Works; or
- d) that in any other respect the Works are not in accordance with the Scheme of Works;

and the Council notify the Developer in writing thereof, the Developer shall, at his own expense and to the satisfaction of the Council, forthwith take such remedial steps as the Council shall specify in the notice.

21. **SUSPENSION OF WORK**

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

- a) the dependence of that part on the completion of remedial steps specified in a notice given under Condition 20; or
- b) adverse weather conditions such as to prejudice the structure or stability of that part if executed under those conditions;

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

22. VARIATIONS AND ADDITIONS

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

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

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

23. PREVENTION OF NOISE, DISTURBANCE ETC

All work shall be carried out without unreasonable noise and disturbance, and in such manner as not to interfere unnecessarily or unreasonably with the use and enjoyment of property adjoining or near the Works by their owners and occupiers. Without prejudice to the generality of the

foregoing, except insofar as:-

- a) any operations are necessary to avoid disruption to or for the control of traffic on any highway; or
- b) any work is unavoidable or absolutely necessary for the safety of life or property or the safety of the Works; or
- c) the Council have in writing otherwise agreed;

no work shall be carried on between the hours of 8.00 p.m. and 7.00 a.m. or on any Sunday or public holiday.

24. **PROTECTION OF HIGHWAY**

Insofar as any part of the Works affect in any respect the existing highway such part shall be executed with the minimum of disturbance to that highway and users thereof consistent with the work in hand. In the event of it appearing to the Council at any time that such disturbance has occurred or is likely to occur to such extent as to prejudice the structure of the highway or the safety of users thereof the Developer shall forthwith take such remedial steps as the Council may require.

25. **SAFEGUARDING OF COMPLETED WORK**

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

COMPLETION AND CONSEQUENTIAL MATTERS

26. **COMPLETION OF WORKS**

The Works shall be executed and completed within such period as the Agreement may define (whether by duration or by reference to the happening of a specified event or both), provided that in the event of delay to the work arising from some cause not within the Developer's control the Developer shall be entitled to a reasonable extension of such period.

27. **CLEARANCE OF SITE**

On substantial completion of the Works the Developer shall clear away and remove from the site of the Works all plant, surplus material, rubbish and temporary works of every kind, and shall leave the whole

of the site of the Works clean and in a workmanlike condition to the satisfaction of the Council.

28. COMPLETION CERTIFICATE

On substantial completion of the Works and clearance of the site thereof in accordance with Condition 27 the Developer shall request from the Council a Certificate of Completion, which the Council shall issue forthwith if satisfied that the Works (save for such minor outstanding works as the Council shall agree) have been completed in accordance with these Conditions.

29. DEDICATION AS HIGHWAY

Upon the issue of the Certificate of Completion unless the Agreement provides otherwise the whole of the land comprised in the Works (so far as not already forming part of the public highway and excluding such part as the Developer and the Council may in writing agree) shall be deemed to have been dedicated as public highway and shall thereafter subject to Condition 32 be a highway maintainable at public expense.

30. RIGHTS OF DRAINAGE

The Developer shall as soon as practicable following the issue of the Certificate of Completion transfer to the Council all those rights and easements (so far as the same do not at that time already subsist in favour of the Council) referred to in Condition 11(c), and the Council shall not be liable for the payment of compensation or legal or any other costs or fees arising from any such transfer.

31. HEALTH AND SAFETY FILE

The Developer shall within two months following the issue of the Certificate of Completion (or such longer period as the Council may in writing agree) furnish to the Council the Health and Safety File prepared in accordance with the Regulations. The Health and Safety File shall include detailed plans and drawings showing the Works as the same have actually been executed and completed. The plans and drawings furnished under this Condition shall be no less detailed than the plans and drawings submitted under Condition 9(a), unless the Council shall in writing otherwise agree.

32. REMEDYING OF DEFECTS

If by the expiration of two years from the date on which the Council issue the Certificate of Completion:-

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

or

- b) the Developer shall fail to complete any of the outstanding works mentioned in Condition 28

and the Council notify the Developer in writing thereof, the Developer shall at his own expense and within one month of his receipt of such notification (subject as mentioned in the Proviso to Condition 26) cause such defect to be made good or outstanding works to be completed (as the case may be) to the satisfaction of the Council.

33. RELEASE OF BOND

Without prejudice to the Council's discretion from time to time upon the application of the Developer to release the Bond to an extent commensurate with the proportion of the Works at such time executed and completed, the Bond shall upon the issue of the Certificate of Completion be deemed to be released to the extent of eighty per cent (80%) of its original value; and at whichever is the latest of the following dates, namely:-

- a) the date two years after the date on which the Council issue the Certificate of Completion; and
- b) the date on which all defects and outstanding works have been made good and completed as mentioned in Condition 32; and
- c) the date on which the Council have recovered their full expenses in all cases where Condition 5 applies;
- d) the date on which the Developer shall have furnished to the Council the detailed plans and drawings mentioned in Condition 31

the Bond shall be deemed to be discharged to its whole extent.



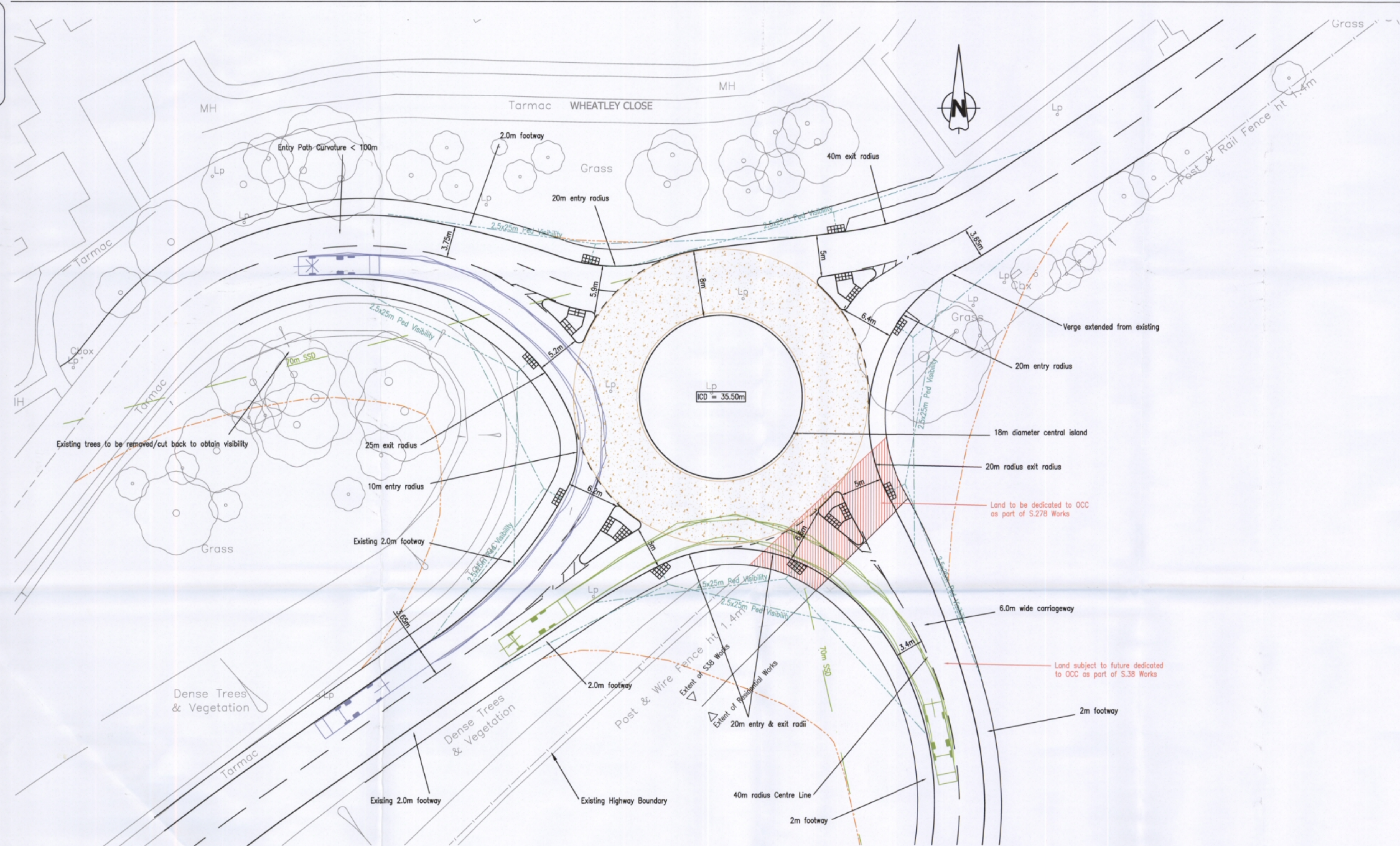
General Notes.

1. Do not scale this drawing. If in doubt, ask.
2. This drawing is to be read in conjunction with all other relevant Engineers, Architects and specialist design drawings and details.
3. All dimensions are in metres unless noted otherwise. All levels are in metres unless noted otherwise.
4. Any discrepancies noted on site are to be reported to the Engineer immediately.
5. All Highway works to be carried out in accordance with Oxfordshire County Councils Design Guide and Specifications.
6. The Contractor shall check all tie-ins for line and level with existing before commencing any works. The Engineer shall be notified immediately in writing, should any errors be found.
7. It is the responsibility of the Contractor to locate any service apparatus in the vicinity of the works. The client will accept no claims whatsoever in respect of any losses or damage caused in respect of such apparatus, however caused.
8. It is the responsibility of the Contractor to execute the works at all times in strict accordance with the requirements of the Health and Safety at Work Act 1974, and the C.D.M. Regulations 2007. The Contractor will be deemed to have allowed for full compliance, including full liaison with the CDM Co-ordinator, within his rates.
9. The Contractor is responsible for ensuring that all works are to the satisfaction of the Engineer, and shall be deemed to have included within his rates for any necessary testing.
10. The Contractor will be responsible for providing all necessary de-watering and trench support to execute the works in a satisfactory manner, and shall be deemed to have allowed for the same within his rates.
11. All buried concrete products and mortar shall be made using sulphate resisting cement.
12. Any planting within the junction visibility and driveway visibility splay to be kept to a maximum height of 0.6m at all times in order to ensure adequate visibility.

key.

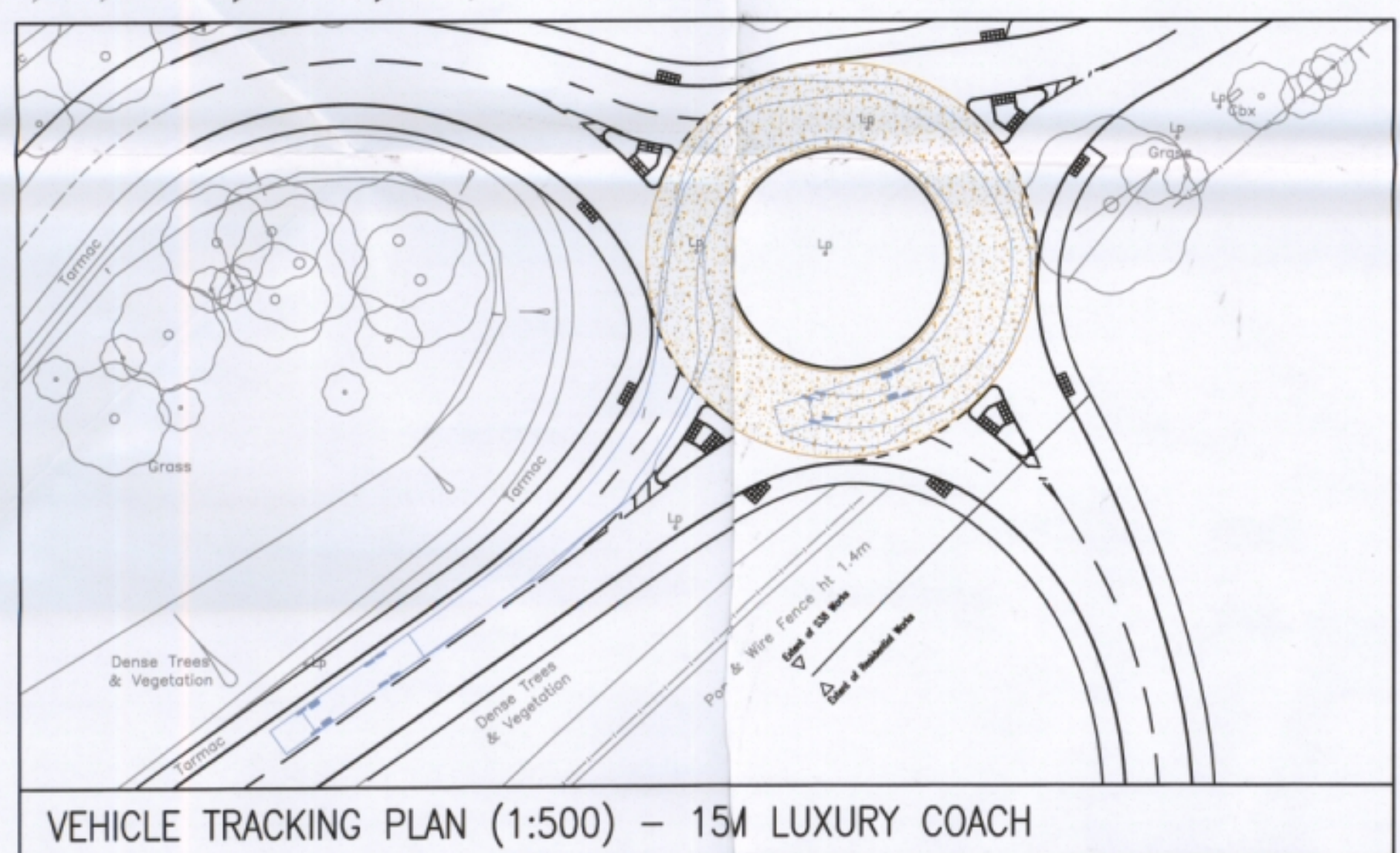
- Pedestrian dropped crossing comprising 2no. dropper and min 2no. dropped kerbs type BN (0mm upstand)
- Vehicle dropped crossing comprising dropper and dropped kerbs type BN (25mm upstand)
- 125 X 255 Kerb with 125mm upstand
- 50 X 150 Footway edging
- A minimum of 2 rows of coloured tactile paving with the modules laid in line with the crossing. Tactile paving to be red coloured at signal controlled junctions and buff coloured elsewhere (See drg no. 20404_03_104).
- Highway boundary

REV.	AMENDMENTS	DRN	CHK	DATE
PROJECT: LONGFORD PARK BANBURY				
DRAWING TITLE: WEeping CROSS SECTION 278 GENERAL ARRANGEMENT				
CLIENT: BARRATT HOMES				
DRAWING NUMBER: 20488_03_003				
REVISION	SHEET SIZE	DATE		
-	A1	06.06.13		
DRAWN BY:	CHECKED BY:	SCALE		
JP	PT	1:500		

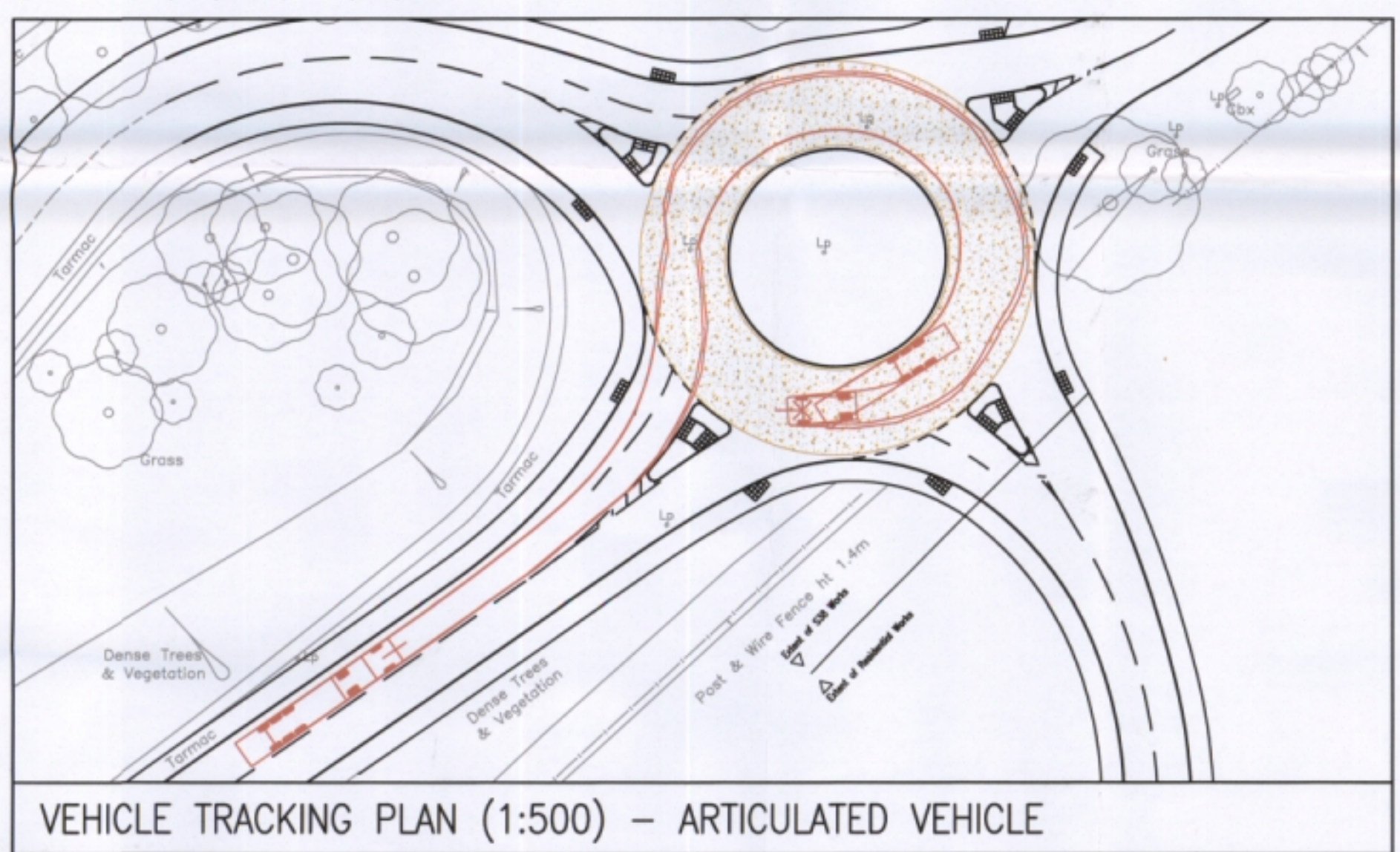


- NOTES (GENERAL)**
1. Do not scale from this drawing.
 2. All materials and workmanship to be in accordance with the Contract Specification, Department for Transport SHW, and OCC Highway Construction Details.
 3. It is the Contractor's responsibility to liaise with all relevant services companies to ensure that all services are accurately located and adequately protected during construction.
 4. Topo Survey completed by Greenhatch Group Ltd and supplemented with OS Data. Brookbanks Consulting Ltd accept no responsibility for the accuracy of this data.
 5. This drawing is to be read in conjunction with BCL drawing no's 1071/CD/201 onwards.
 6. No land to be dedicated to Oxfordshire County Council unless shown otherwise.

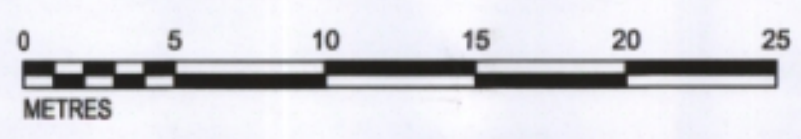
High Friction Surfacing to be provided on circulatory roundabout lanes. Min PSV 68 as specified material shown on drawing CD-205-C



VEHICLE TRACKING PLAN (1:500) - 15M LUXURY COACH



VEHICLE TRACKING PLAN (1:500) - ARTICULATED VEHICLE



- G HFS note amended RH MZBPAB 18.11.12
- F HFS note added RH MZBPAB 05.11.12
- E Note 6 added to suit OCC comments. MZB RH PAB 04.11.12
HGV track amended.
- D Artic. vehicle tracking updated and land dedication shown MZB MW PAB 18.12.12
- C Artic. vehicle tracking added, entry radii altered, deflection etc moved to HL215 MZB MW PAB 08.6.12
- B Amended to suit OCC comments MZB MW PAB 28.11.11
- A Amended following Stage 1 RSA MZB MW PAB 28.11.11

Rev.	Revision Details	Drawn	Checked	Approved	Date
	PRELIMINARY			PAB	28.08.07
	Issue Status			Approved	Date
	Drawn LD	Checked MLW			Date AUG 07

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GALLAGHER **Hallam Land Management**

Policy Site H10
Banbury

Off Site Highway Works
Proposed Bankside Roundabout
Highway Layout

Scale at A1	Drawing No.	Rev.
1:250	1071 / HL / 210	G