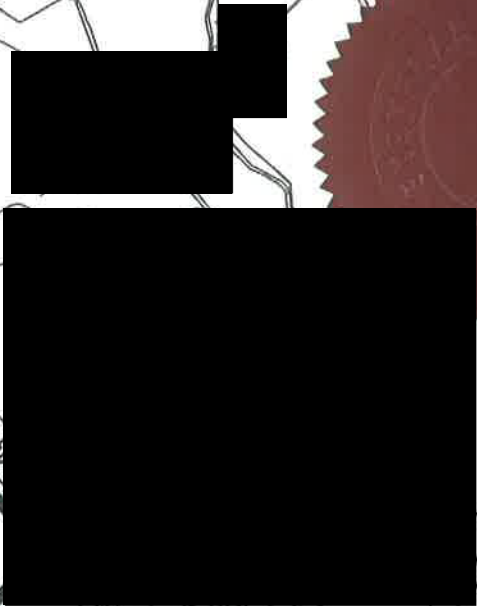




APPENDIX 1

(5) 20

(6) 21



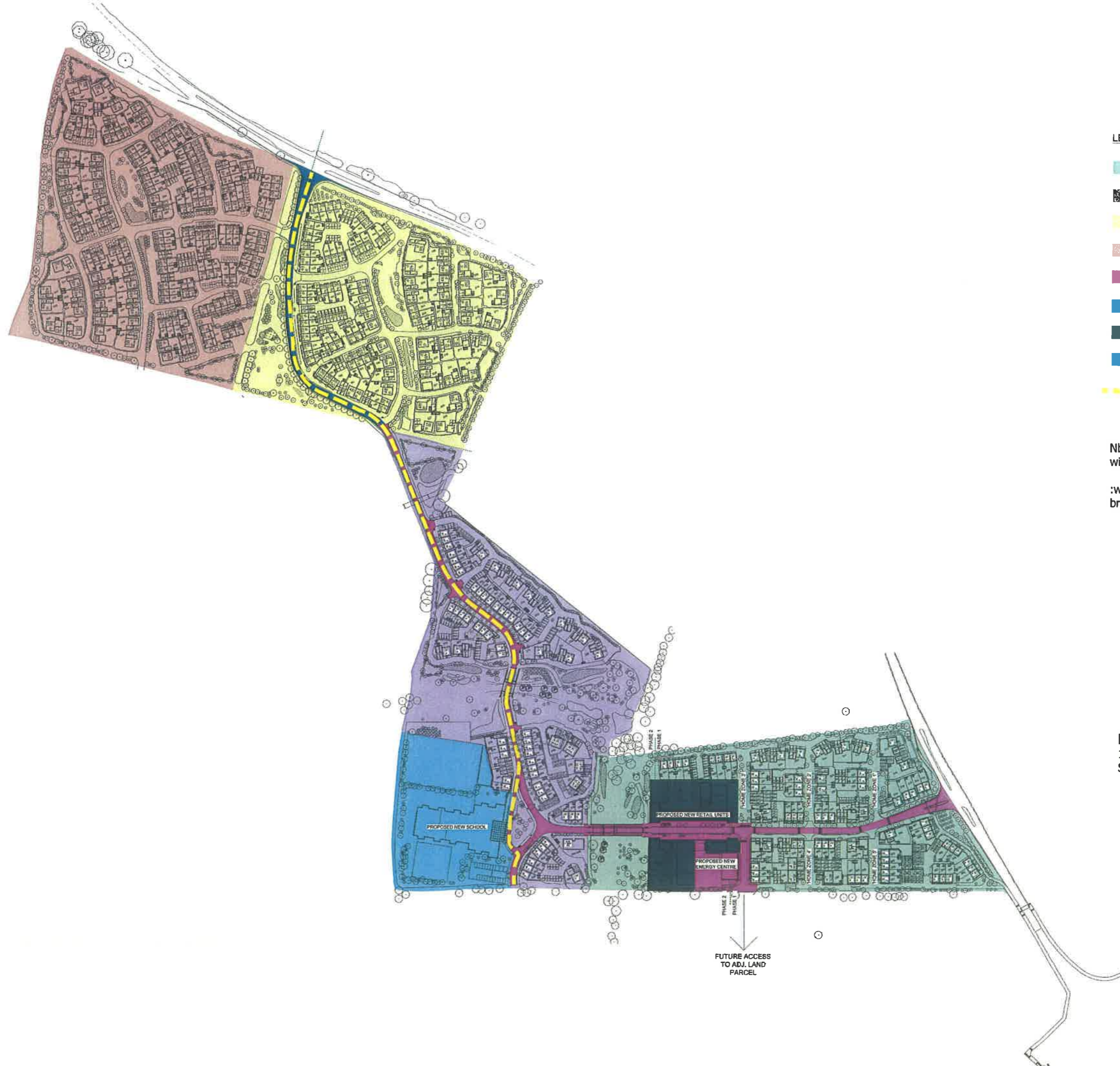
County Surveyor/Designated Officer



DOC 18387

Scale
1:5,000

APPENDIX 2



- LEGEND**
- Residential Phase 1
 - Residential Phase 2
 - Residential Phase 3
 - Residential Phase 4
 - Infrastructure Phase 1
 - Infrastructure Phase 2
 - Non Residential Phase
 - School Site
 - Temporary Haul Road to School Site

Nb: Earth works will be included within Infrastructure Phase 1.

:works in later phases can be brought forward earlier.



Bicester - Phasing Plan
 15.06.2012
 Scale - 1:1250 @ A0

FUTURE ACCESS TO ADJ. LAND PARCEL

APPENDIX 3

APPENDIX 3

Lifetime Homes Standards – Joseph Rowntree Foundation

A Lifetime Home incorporates all the relevant standards listed below.

Lifetime Homes standards	Specifications and dimensions which meet Lifetime Homes standards
Access	
1. Where there is car parking adjacent to the home, it should be capable of enlargement to attain 3300mm width.	The general provision for a car parking space is 2400mm width. If an additional 900mm width is not provided at the outset, there must be provision (e. g. a grass verge) for enlarging the overall width to 3300mm at a later date
2. The distance from the car parking space to the home should be kept to a minimum and should be level or gently sloping.	It is preferable to have a level approach. However, where the topography prevents this, a maximum gradient of 1: 12 is permissible on an individual slope of less than 5 metres or 1: 15 if it is between 5 and 10m, and 1: 20 where it is more than 10m. Paths should be a minimum of 900mm width
3. The approach to all entrances should be level or gently sloping.	See standard 2 above for the definition of gently sloping
4. All entrances should: a) be illuminated b) have level access over the threshold and c) have a covered main entrance.	The threshold upstand should not exceed 15mm
5. a) Communal stairs should provide easy access and b) where homes are reached by a lift, it should be fully wheelchair accessible.	<i>Minimum dimensions for communal stairs</i> Uniform rise not more than 170mm Uniform going not less than 250mm Handrails extend 300mm beyond top and bottom step Handrail height 900mm from each nosing <i>Minimum dimensions for lifts</i> Clear landing entrances 1500x1500mm Min. internal dimensions 1100x1400mm Lift controls between 900 and 1200mm from the floor and 400mm from the lift's internal front wall

Inside the home

6. The width of the doorways and hallways should conform to the specifications in the next column.	<i>Doorway clear opening width (mm)</i>	<i>Corridor/ passageway width (mm)</i>
	750 or wider	900 (when approach is head- on)
	750	1200 (when approach is not head- on)
	775	1050 (when approach is not head- on)
	900	900 (when approach is not head- on)

The clear opening width of the front door should be 800mm. There should be 300mm to the side of the leading edge of doors on the entrance level.

7. There should be space for turning a wheelchair in dining areas and living rooms and adequate circulation space for wheelchair users elsewhere.

A turning circle of 1500mm diameter or a 1700x1400mm ellipse is required

8 The living room should be at entrance level.

9 In houses of two or more storeys, there should be space on the entrance level that could be used as a convenient bed- space.

10 There should be:

- a) a wheelchair accessible entrance level WC, with
- b) drainage provision enabling a shower to be fitted in the future.

The drainage provision for a future shower should be provided in all dwellings.

Dwellings of three or more bedrooms

For dwellings with three or more bedrooms, or on one level, the WC must be fully accessible. A wheelchair user should be able to close the door from within the closet and achieve side transfer from a wheelchair to at least one side of the WC. There must be at least 1100mm clear space from the front of the WC bowl. The shower provision must be within the closet or adjacent to the closet (the WC could be an integral part of the bathroom in a flat or bungalow).

Dwellings of two or fewer bedrooms

In small two- bedroom dwellings where the design has failed to achieve this fully accessible WC, the Part M standard WC will meet this standard

11 Walls in bathrooms and toilets should be capable of taking adaptations such as handrails.

Wall reinforcements should be located between 300 and 1500mm from the floor

12 The design should incorporate: There must be a minimum of 900mm clear distance between the stair wall (on a) provision for a future stair lift which the lift would normally be located) and the edge of the opposite handrail/ b) a suitably identified space for a balustrade. Unobstructed 'landings' are needed at top and bottom of stairs through- the- floor lift from the ground to the first floor, for example to a bedroom next to a bathroom.

13 The design should provide for a reasonable route for a potential hoist from a main bedroom to the bathroom. Most timber trusses today are capable of taking a hoist and tracking. Technological advances in hoist design mean that a straight run is no longer a requirement

14 The bathroom should be designed to incorporate ease of access to the bath, WC and wash basin. Although there is not a requirement for a turning circle in bathrooms, sufficient space should be provided so that a wheelchair user could use the bathroom

Fixtures and fittings

15 Living room window glazing should begin at 800mm or lower and windows should be easy to open/ operate People should be able to see out of the window whilst seated. Wheelchair users should be able to operate at least one window in each room

16 Switches, sockets, ventilation and service controls should be at height usable by all (i. e. between 450 and 1200mm from the floor) This applies to all rooms including the kitchen and bathroom

APPENDIX 4



LEGEND

- Social Rented
- Shared Ownership



**Bicester - Affordable
Housing Plan**
18.04.2012
Scale - 1:1250 @ A0

APPENDIX 5

DRAFT LOCAL LETTINGS PLAN FOR
North West Bicester Eco Town -Exemplar Scheme

October 2011

Aim of the Local Lettings Plan

The aim of this Lettings Plan is to outline the expectations of A2 Dominion and Cherwell District Council (CDC) in determining the suitability of applicants for a nomination to the North West Bicester Exemplar Scheme. The Lettings Plan has been agreed with the aim of creating a sustainable community that is well integrated with the rest of Bicester and where residents are prepared to embrace the green ethos and community engagement aspirations for the scheme. For this reason there is, unusually for an urban site, a local connection criteria that applies to this Exemplar scheme. The Lettings Plan applies to the affordable rent and shared ownership units. However Units 124 to 134 are subject to an additional Lettings Plan to be attached at Appendix B to this agreement. Units 301 and 302 are initially to be leased to Stonham housing and therefore not subject to this agreement unless Stonham relinquish the lease.

This Lettings Plan is not intended to replace any part of CDC's existing Allocations Policy or the nominations agreements that is attached to this plan.

This Lettings Plan is a draft at this stage and may need revising as the overall community development and employment plans for the Exemplar Scheme are defined. This Lettings Plan will be superseded by any future Lettings Plan agreed for the whole of the North West Bicester Eco Town Development.

Area (Background information)

The North West Bicester Exemplar Scheme is located on the outskirts of Bicester. Access to facilities will be provided on site but residents may move in before these facilities are in place during the development process. This Letting Plan assumes there will be a regular bus service to facilities in Bicester from the point the first resident moves in. These include:

- Shopping Centre
- Bus route and train access
- Community Centre
- Local schools
- Local hospital
- Leisure Centre
- Support agencies

The Exemplar Scheme is a major new development with high Eco Standards and a commitment to creating a strong community with the capacity to manage services and assets. The development forms part of the wider Eco Bicester project and the aim is that the new development is fully integrated with other Bicester initiatives and services.

Scheme Mix

Type	Affordable Rented Housing or Social Rented Housing	Shared Ownership Housing	Total Number
1 bed 2 person flats	6	2	8
2 bed 3 person flats	10	0	10
2 bed 4 person flats	6	4	10
2 bed 4 person wheelchair adapted bungalow	5	0	5
2 bed 4 person houses	22	10	32
3 bed 5 person wheelchair adapted bungalow	2	0	2
3 bed 5 person houses	36	7	43
4 bed 7 person houses	9	0	9
Total numbers	96	23	119

Nomination Criteria

Because of the aim to integrate this development into the existing town. Applicants who have a local connection with Bicester or with the wards of Caversfield, Bucknell, Chesterton, Ambrosden and Launton and who have a housing need assessment of band 1, 2, 3 or 4 will have first priority for all initial lettings. Local connection is defined within Cherwell's District Council allocations policy as:

- Lived in Bicester, Caversfield, Bucknell, Chesterton, Ambrosden or Launton for the past 5 years
- Be employed in Bicester, Caversfield, Bucknell, Chesterton, Ambrosden or Launton for a minimum of 15 hours per week where the employment is not short term
- Have 10 years previous residency in Bicester, Caversfield, Bucknell, Chesterton, Ambrosden or Launton if not currently living there
- Be over 60 or with a disability and requiring support on health grounds from close relatives currently living in Bicester, Caversfield, Bucknell, Chesterton, Ambrosden or Launton
- Have close relatives who have lived in Bicester, Caversfield, Bucknell, Chesterton, Ambrosden or Launton for at least the last 5 years. Close relatives are defined as parents, children, siblings, grandparents or grandchildren including step relatives and where there is evidence of frequent contact, commitment or dependency

If no one with the above local connection and who is in bands 1, 2 and 3 applies for a property the property will be let to the person in the highest need and who has a District connection.

In addition to the local connection priority the following criteria will be applied:

- 70% of all nominees will be employed or have attained the pre-tenancy qualification at Appendix A
- To take full advantage of the lifetime homes standards, priority for single level ground floor accommodation will be to those with a mobility need

- Those moving into affordable rented units will be offered a tenancy in line with A2Dominion's tenure policy and Cherwell District Council's tenancy strategy.
- Nominees with an identified history of drug and/or alcohol dependency will only be considered if they are able to sustain a tenancy and the accommodation is considered suitable for their housing needs. A support needs assessment will need to be provided with the nomination.
- Nominees with an identified support need will only be considered if they have an ongoing support package in place and the accommodation is suitable for their housing needs
- All nominees not moving from existing social housing accommodation will be offered a 12 month starter tenancy
- Nominees who have previously been evicted by A2Dominion Group for anti-social behaviour or rent arrears will generally not be offered a property on the NW Bicester Exemplar Scheme. However, all cases will be carefully investigated and considered based on their past and current circumstances
- All nominees will participate in pre-tenancy checks, this will include their financial circumstances to ensure that they are able to afford the accommodation being offered

Sustainability Charter

In addition to the above applicants will need to sign up to a Sustainability Charter. This will cover:

- A commitment to walk and cycle whenever possible
- A commitment to recycling all household waste
- A commitment to use the eco features of their new home to reduce energy consumption in line with training and instructions
- A commitment to taking part in measuring their carbon footprint as part of a monitoring scheme
- A commitment to participate in some of the community projects such as allotments, nature conservation or recycling initiatives
- A commitment to being a green champion –promoting the greener way of living to neighbouring residents

Monitoring and Review of the Local Lettings Plan

It is recognised that the Local Lettings Plan is a working document and is subject to a review process.

The Lettings plan will be reviewed and finalised 12 months prior to the first letting so that all are satisfied that the services and facilities provided from the start are suitable can support residents' obligations under the pre tenancy obligation.

The Lettings Plan will be monitored throughout the allocation process to check that the above criteria are being met.

APPENDIX A

Pre Tenancy Qualification for applicants to NW Bicester Exemplar Scheme

For additional priority applicants will need to be in one of the following groups:

Applicant working household

You are a 'working household' if:

You or a joint tenant living with you has a job – it can be permanent, temporary or self employed

The working person is 18 years or over

They work for at least 16 hours a week and

They have worked for at least nine out of the last 12 months

Applicants will be expected to provide the employees name and address and provide contact details for a person who can verify the employment

Education or Training

You or a joint tenant living with you is undertaking a college course that lasts for more than 10 weeks

Applicants will be expected to provide the name of the college, the course they are undertaking and provide contact details for a person who can verify their attendance on the course

Making a positive contribution to the community

You or a joint tenant have been doing voluntary work for at least 10 hours per month within the local area, and has done so for at least 3 months within the last 12 months.

Pre Tenancy Qualification

CDC is planning to introduce a pre tenancy qualification scheme where applicants can attend a course that will qualify them for additional priority in the list. Successful achievement of this qualification will also give applicants priority under pre tenancy qualification.

APPENDIX B

Plots 124 -134 are a group of ten 2 bed houses to be built as a courtyard arrangement around a communal garden. Because of the communal aspect of this development there is an aspiration to nominate applicants at a very early stage in the construction of these units in order for them to participate in a self finish project.

The nominated applicants will need to demonstrate a commitment to this project, that they have or are willing to achieve the necessary skills to carry out this work and to share the garden space in addition to the criteria laid out in the nomination agreements and local lettings plan.

If there is no demand from applicants to participate in a self finishing scheme the units will be let in accordance with the nomination agreements and the local lettings plan but with the additional criteria that they are willing to share the communal space with their neighbours in a way that respects all of the tenant's rights and responsibilities.

APPENDIX C

Type and Size of property applicants can apply for under the terms of the Cherwell District Council Allocation Policy

Household Size	Number of bedrooms
#Single Person	Studio or 1 bedroom
#Couple	1 bedroom
2 applicants not couple	2 bedroom
Household with 1 child	2 bedroom
Household with 2 children	2 or 3 bedroom
Household with 3 children	3 or 4 bedroom
Household with 4 children	3 or 4 bedroom
Household with 5 children	*3, 4 or 5 bedroom
Household with 6 children	*3, 4 or 5 bedroom
Household with 7 or more children	4,5 or 6 bedroom

*Refers to a 3 bedroom parlour house. This provides an extra room at ground floor level which can be used as a bedroom.

Sometimes we may allow households without children to apply for 2 bedroom flats, bungalows or maisonettes. Such properties are clearly labeled at advert and will vary between landlords and nominating authorities.

Whilst we will not allow statutory overcrowding, applicants may apply for properties smaller than their needs to try and improve their housing circumstances. For example, an applicant who needs a 4 or 5 bedroom property can decide to apply for a large 3 bedroom to improve their housing circumstances as larger properties are in very short supply.

APPENDIX 6

DATED

CHERWELL DISTRICT COUNCIL

- and -

A2 DOMINION SOUTH LIMITED

**NOMINATIONS AGREEMENT FOR
AFFORDABLE RENTED HOUSING**

For nomination rights for a development of land at Bicester
Eco Town Exemplar Site , Caversfield, Oxfordshire (North
West Bicester)

Planning application number 10/01780/HYBRID

Kevin Lane

Head of Law & Governance Bodicote House

Bodicote

Banbury

Oxfordshire

OX15 4AA

THIS AGREEMENT is made the

day of

2011

BETWEEN:-

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA (hereinafter called "the Council" of the one part and
- (2) **A2 DOMINION SOUTH LIMITED** (company number IP28641R) whose registered office is at 15th Floor Capital House, 25 Chapel House, London NW1 5WX (hereinafter called "the Association") of the other part.

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:-

- 1.1 "the Development" shall mean the provision of 96 dwellings being the mix of types and sizes listed on the Local Lettings Plan to be let as affordable rented housing (as defined in the Section 106 Agreement) on the Site
- 1.2 "the Site" shall mean the land situated at Bicester Eco Town Exemplar pursuant to planning application 10/01780/HYBRID and shown edged black on the plan annexed hereto;
- 1.3 "the Association" includes its successors in title to the freehold of the development;
- 1.4 "the Initial Nomination Period" shall mean the period commencing with the date on which the Development shall first become available for letting until all dwellings in the Development are fully let;
- 1.5 "the Practical Completion Date" means the date (notified by the Association to the Council in writing) on which the Association anticipates the dwellings in the Development will be structurally complete and ready for residential occupation
- 1.6 "the Subsequent Nomination Period" shall mean a period of ninety-nine years from the termination of the Initial Nomination Period;

- 1.7 "the Section 106 Agreement" means an agreement dated [] made between (1) the Council (2) Oxfordshire County Council (3) SGR (Bicester 1) Limited (4) P3 Eco (Bicester) Limited and (5) A2Dominion Enterprises Limited pursuant to section 106 Town and Country Planning Act 1990 in respect of the Site and related to planning application 10/01780/HYBRID
- 1.8 "the Local Lettings Plan shall mean the plan attached at Appendix One to this agreement.
- 1.9 "Dwelling" means a dwelling as defined in the Section 106 Agreement

2. AGREEMENT FOR NOMINATIONS

It is hereby agreed and declared as follows:-

- 2.1 The Council shall be entitled during the Initial Nomination Period to nominate applicants to the Association as occupiers of 100% of the dwellings comprised in the Development. These nominations to be made in compliance with the terms of the Local Lettings Plan.
- 2.2 The Council shall be entitled during the Subsequent Nomination Period to nominate applicants to the Association as prospective tenants of 75% of any dwellings comprised in the Development that become available for letting. These nominations to be made in compliance with the terms of the Local Lettings Plan.
- 2.3 The Association shall give to the Head of Housing Services or other nominated Officer of the Council (the name of such nominated Officer to be notified to the Association in writing) at least two months notice of the Practical Completion Date of each of the dwellings included in the Development.

- 2.4 The Council shall within one month of service of the notice in paragraph 2.3 supply to the Association a list of the names and addresses of applicants on the Council's housing register, the number of nominees to equal the number of dwellings included within the Development (a "Nominations Notice").
- 2.5 The Association shall offer a [insert type of tenancy] of each dwelling in the Development to persons specified in the Nominations Notice and allow each nominee three days within which to notify to the Association of rejection or acceptance of the offer. The Association shall notify the Council if any nominee rejects the offer of a tenancy.
- 2.6 In the event of any nominee failing to accept the offer of a tenancy the Council shall during the Initial Nomination Period have the right to serve further Nomination Notices until all the dwellings in the Development have been let.
- 2.7 In respect of subsequent lettings the Association shall inform the Council as and when vacancies or forthcoming vacancies occur and specify any factors relevant to the letting and the Council shall within three working days of receipt of such notification either issue a Nominations Notice or inform the Association that it has no nomination to make. In the event a Nominations Notice is issued the Association shall offer the nominee a tenancy in accordance with clause 2.5. The Association shall notify the Council if any nominees reject a tenancy.
- 2.8 In the event of any nominee failing to accept the offer of a tenancy in accordance with clause 2.7 the Council shall have the right during a further period of three

working days from the date it is notified by the Association of the rejection to serve a further Nominations Notice nominating a substitute tenant.

2.9 Nominations Rights Policy

2.9.1 The Policy will apply to all categories of properties on the basis of 100% of initial lettings and 75% of relets over each period of 12 months commencing 1 April in each year and the Association shall use the remaining 25% (the 'Remaining Percentage') for priority transfers within the Association's stock within the administrative district of Bicester as set out in paragraph 1.2

2.9.2 The following categories of property may be used by the Association for the Remaining Percentage but these categories will be subject to review by the Council in the interests of good housing management practice:

2.9.3 where the Association has a case of serious overcrowding in accordance with the Association's own allocation policy

2.9.4 where the Association has a case of major repair, which requires the decanting of the tenants while the repairs are carried out

2.9.5 where the Association has an urgent need to transfer a tenant because of:

2.9.5.1 harassment/abuse to groups protected under the Equality Act 2010

2.9.5.2 medical grounds

2.9.5.3 serious nuisance

2.9.5.4 where a household is under-occupying its existing property and in the interests of good management of housing stock should be transferred

2.9.5.5 where a household is rehoused through the HOMES mobility scheme

2.9.5.6 inter-association transfers within the administrative district of Cherwell

2.9.5.7 any other person or case agreed by the Council and the Association from time to time

2.10 The parties agree that if the Council does not make a nomination in accordance with this agreement or in the event that all persons nominated by the Council reject the offers of a tenancy made to them then the association shall be free to let the dwelling to whomsoever it wishes provided it is satisfied that the person is in need of affordable rented housing and provided that this agreement (and this clause) shall continue to apply to future vacancies in the Subsequent Nomination period.

2.11 The Association shall not unreasonably refuse to let a Dwelling to any Nominee unless the Association has established to the reasonable satisfaction of the Council that any of the following reasons for Refusal apply to the Nominees:-

- circumstances of household have changed since last assessed by local authority;
- inaccurate information provided by the local authority;
- dwelling not suitably adapted for household
- nominee unable to afford the rent where a nominee has an outstanding debt owed to the Association from a previous tenancy and has no agreement in place to repay this or have not maintained a repayment in line with an agreement.
- the nominee has been evicted within the previous two years by the RSL for breach of tenancy, condition, such as for nuisance or rent arrears;

- The household exceeds the permitted number of person acceptable for the dwelling as defined by the Council's Allocation Policy . Please see Appendix Two.
- The nominee has been convicted of a criminal offence involving the use of previous accommodation for unlawful purposes
- The nominee would be considered at risk to themselves or place others at an unacceptable risk due to foreseeable conflict with adjoining neighbours which the Association cannot manage

2.8 In the event of rejection the Association shall immediately inform the Council and notify the Council of its reasons for rejection and shall invite further nomination provided that the percentages hereinbefore provided have not been exceeded. The Council shall make a further nomination within three working days after agreement has been reached between the Council and the Association that the previous nomination had been reasonably rejected.

2.9 No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with a nomination by the Council under the terms of this Deed.

2.10 The Association will provide to the Council in quarterly monitoring returns the following:

- (i) addresses of properties vacant and available for letting during that period;
- (ii) the source of the letting, whether by nomination or otherwise;
- (iii) the tenancy commencement date;
- (iv) where a nomination has been made the Council's Application Number;
- (v) analysis of properties let by accommodation type and size showing the proportion of Council nominations;

- (vi) analysis of properties let by accommodation size and type showing the ethnic origin of the households;
- (vii) analysis of any refusals or withdrawn offers and reason for refusal or withdrawal.

2.11 The Council and the Association will hold a monitoring meeting at least annually after receipt of the monitoring returns and that meeting will agree any changes or additions to nomination rights which should be recorded in the minutes of the meeting and a copy of the minutes will be provided to each party.

2.12 The Association shall invite the Council to nominate any person or persons in accordance with the rights contained within this agreement but the Council shall not be under any obligation to exercise these rights.

3. NOTICES

3.1 Any notice to be served on the Association hereunder shall be validly served if sent by first class post or facsimile addressed to the Association at its registered office specified herein or at any address formally notified to the Council in writing.

3.2 Any notice to be served on the Council shall be validly served if sent by post or facsimile addressed to the Council at the address specified herein or at any address formally notified to the Association in writing.

4. DISPUTES

- 4.1 Any dispute or failure to agree upon any matter in this Agreement may at any time by either party be referred to a third party appointed by the President from time to time of the Chartered Institute of Housing who shall act as an arbitrator and who shall use his best endeavours to reach a decision in fourteen days from the date of his appointment and shall proceed as expeditiously as possible in accordance with the Arbitration Act 1996.
- 4.2 The costs of such referral to a third party shall be borne equally by the parties or as the third party shall direct.
5. The Council and the Association agree that the provisions of this Agreement shall not be binding on any mortgagee of the Association (or receiver appointed by such mortgagee) or successor in title thereto holding a Legal Charge upon the whole or any part of the Site to secure monies advanced to the intent that any such mortgagee (or receiver) exercising its security shall be able to sell all or part of the Site free from the foregoing rights and liabilities, subject always to the provisos detailed in clause TBC (Affordable Housing covenants) of the Section 106 Agreement dated TBC between (PARTIES) Oxfordshire County Council and thereupon this Agreement shall become null and void.
6. This Agreement contains all the terms expressly agreed between the parties in respect of the exercise of nomination rights and shall only be varied in writing and signed by both parties or on their behalf provided that this Agreement may be varied by either party where such variation is required by statute, order, bye-law or statutory instrument

IN WITNESS WHEREOF the parties hereto have caused their respective
Common Seals to be hereunto affixed the day and the year first before written

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of CHERWELL)
DISTRICT COUNCIL in the presence of: -)

Authorised Signatory

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of A2 DOMINION SOUTH LIMITED)
LIMITED in the presence of : -)

Authorised Signatory

APPENDIX 7

DATED

CHERWELL DISTRICT COUNCIL

and

A2 DOMINION SOUTH LIMITED

**NOMINATIONS AGREEMENT
FOR
SHARED OWNERSHIP**

**In Respect of a development of land at Bicester Eco Town
Exemplar Site (North West Bicester) , Caversfield, Oxfordshire**

Planning application number 10/01780/HYBRID

**Kevin Lane
Head of Law & Governance
Bodicote House
Bodicote
Banbury
Oxfordshire
OX15 4AA**

6"Staircasing" means the purchase by a leaseholder or leaseholders of a Unit of further percentages of the open market value of a Unit under the terms of an SO Lease.

7"Staircasing Proceeds" means the price (net of the Association's reasonable sale expenses) paid by a leaseholder when Staircasing.

8"HomeBuy Agent means Catalyst Housing Group, Ealing Gateway, 26-30 Uxbridge Road, London WS 2AY.

The Agreement

1. The Association covenants with the Council that the Association shall construct or procure the construction on the Land of 23 Units with the intention of providing social housing to be demised by way of SO Lease at affordable rents and carried out in accordance with the recommended practices of the Homes and Communities Agency for rural protected areas.
2. The Association grants to the Council Nomination Rights for a period of sixty years or the normal and economically viable lifetime of the Units whichever is the longer .
3. The Nomination Rights shall be exercised from the Practical Completion Date by the Council in accordance with the agreed practice of the Council as set out in "The Procedures for Council Nominations to and Monitoring of Shared Ownership Properties" a copy of which is in Schedule A annexed to this Agreement and in accordance with the Local Lettings Plan which is schedule B annexed to this agreement. These documents may only be varied by agreement between the Council and the Association which agreement shall be evidenced in writing and signed by both parties.
6. No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with exercise of the Nomination Rights.
7. The Association agrees with the Council that during the period of the nominations as set out in clause 2 of this agreement the Association will not dispose of any part of the land on which the Units have been developed or are being developed or the Units or any of them except:
 - 7.1 in accordance with the terms of this agreement by way of a SO Lease;
 - 7.2 by way of mortgage or legal charge to a lender (the "Lender") assisting with funding or future funding;
 - 7.3 to a purchaser or transferee who is a registered provider within the meaning of the Housing and Regeneration Act 2008 who is willing to enter into an agreement on

similar terms to this agreement and prior to any such disposal the Association must seek the written consent of the Council such consent not to be unreasonably withheld or delayed;

- 7.4 in accordance with the staircasing provisions in the SO Lease, in which case the Association will inform the Council of each and any of these events.
8. The terms of this Agreement shall not be binding upon:
 - 8.1 any Lender or any Receiver appointed by a Lender or any person deriving title through the Lender, subject always to the provisos detailed in clause (TBC) of the Section 106 Agreement between (TBC) thereupon this Agreement shall become null and void;
 - 8.2 any person granted an SO Lease or any successor in title to such person;
 - 8.3 any mortgagee of any person as mentioned in clause 8.2;
 - 8.4 any person who by virtue of the terms of an SO Lease is granted or has transferred to such person a reversionary interest.
9. The Association shall ensure that the SO Lease contains a provision requiring a leaseholder or leaseholders wishing to assign their interest in the SO Lease to offer for a period of 8 weeks to sell the unit through the HomeBuy Agent to a person registered on the Councils waiting list.
10. If and when the Association has out of monies arising from the premiums received by it on the grant of the SO Leases the rents payable under the SO Leases and the Staircasing Proceeds fully repaid to the Lender all monies due and, if Social Housing Grant has been used to fund the development, has paid to the Homes and Communities Agency (or its successor for receipt of such payments) all payments or repayments of Social Housing Grant which are required to be paid or repaid then the Association shall apply all of the balance of any subsequent Staircasing Proceeds for and towards the provision of shared ownership housing within the administrative district of Cherwell in full consultation with the Council and on schemes and projects approved by the Council.
11. In the event that any difference arises between the parties with regard to this deed such dispute shall in the first instance be referred to the Chief Executive of the Association and the Strategic Director, Development or other nominated officer of the Council or their nominees who shall meet and attempt to resolve the dispute within 14 days from the date of such referral.
12. If such dispute cannot be resolved as provided for in clause 11 above then the dispute shall be referred for determination of a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing and such person so chosen

shall act as an expert and not as an arbitrator but shall consider written representations made to him/her by the parties and the costs of such persons shall be borne as he may determine.

13. Nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the same may be as fully and effectually exercised in relation to the dwellings constructed on the Land as if this Deed had not been executed by it.
14. This Agreement contains all the terms expressly agreed between the parties in respect of the exercise of nomination rights and shall only be varied in writing and signed by both parties or on their behalf provided that this Agreement may be varied by the Council or the Association where such variation is required by statute order bye-law or statutory instrument or is a change imposed by the Housing Corporation or its statutory successor.
15. ANY written communication or notice required by this Deed to be served on the Council shall be deemed to have been received if addressed to the Head of Law & Governance at Bodicote House Banbury Oxfordshire OX15 4AA and sent to him by postal recorded delivery service and any written communication required to be sent to the Association shall be addressed to its Chief Executive and shall be deemed to have been received by him if addressed to him at the address of the Association above written and sent to him by postal recorded delivery service.
16. In this Deed the expressions "the Association" and "the Council" shall include their respective successors and assignees and where the context admits the singular shall include the plural and the masculine include the feminine and vice versa.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed the day and the year first before written

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of the)
CHERWELL DISTRICT COUNCIL)
in the presence of:-)

Authorised Signatory

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of **A2 DOMINION SOUTH LIMITED**)
in the presence of : -)

Authorised Signatory

SCHEDULE A

The Procedures for Council Nominations to and Monitoring of Shared Ownership Properties

Nominations Rights Policy

1. Where Housing Associations have developed shared ownership schemes, the percentage of nomination rights will be dependent on negotiations at development stage.
2. The procedure for nominations will be initiated by the Association forwarding details of the scheme to the Homebuy Agent to advertise and advertising the scheme in the local press, inviting applications to be made to the Homebuy Agent
3. After the closing date for applications, the Association will give notice of the need for nomination and send sufficient details of the applicants to the Council to enable the Council to prioritise applicants according to their assessed housing need.
4. The Council will return the list of applicants indicating relative priority to the Association within 14 working days of notification of need for nominations from the Association. In allocating the properties, the Association will give the highest priority to the Council's nominations up to the agreed percentage of nomination rights, except where the number of nominations falls short of this percentage.
5. Where appropriate an ad hoc Discussion Panel will be convened between the Council and the Association to confirm priorities between applicants for nomination.
6. The Association will provide a report on the allocation to the Council within 10 working days of the allocation of a shared ownership lease.
7. Where subsequently a leaseholder wishes to sell his unit, the Association will forward details of the unit to the Homebuy Agent who will advertise the unit, inviting applications to be made to the Homebuy Agent.
8. After the closing date for applications, the Association will give notice of the need for nomination and send sufficient details of the applicants to the Council to enable the Council to prioritise applicants according to their assessed housing need. The Council will make a nomination to the Association within 7 working days of notification of need for nominations from the Association.
9. The Association will provide to the Council in annual returns the following:
 - (i) addresses of properties vacant and available for shared ownership during that period;
 - (ii) addresses of properties where shared ownership lease was offered;
 - (iii) where an offer has been made the Council's Application Number;

Formatted: Bullets and Numbering

(iv) analysis of properties sold by accommodation type and size showing the proportion of Council nominations;

(iv) analysis of properties sold by accommodation size and type showing the ethnic origin of the households;

(v) analysis of rent levels and equity sold for each property.

10. The Council and the Association will hold a monitoring meeting at least annually after receipt of the monitoring returns and that meeting will agree any changes or additions to nomination rights which should be recorded in the minutes of the meeting and a copy of the minutes will be provided to each party.

APPENDIX 8

Community Engagement, Development & Capacity Building

Schedule of developer Payments in Event the Community Scheme is Breached			
Scheme Measure	% of fund	Payment for each year or part year not satisfactorily completed	Total Funding for Measure*
Community engagement	70%		
Provision for pregnant mothers		£1250	£10,000
Provision for parents and new babies		£1250	£10,000
Provision for parents and pre school children		£1250	£10,000
After school and holiday provision for school age children		£1250	£10,000
Evening provision for young people		£1250	£10,000
Provision for senior citizens		£1250	£10,000
Other community engagement		£1250	£10,000
Support for sustainable lifestyles	10%		
Low carbon lifestyles		£625	£5,000
Waste reduction		£625	£5,000
Support for Community initiatives	20%		
Community Development Fund		£1250	£10,000
Sustainable volunteering		£1250	£10,000

* Index linked

**The Council has the right to vire funding received between the identified priorities to maximise the engagement with the community at NW Bicester

APPENDIX 9



APPENDIX 10

Allotment Specification

Level hard surfaced footpath, cyclepath access to each allotment site.

The individual allotment size is to be no larger than the '10 pole plot', the standard for England and Wales. This equates to 250 square metres, and usually rectilinear in shape. Smaller plot sizes will be encouraged.

Paths are to be a minimum of 1.4 m wide and suitably surfaced to allow for disabled access

If provided haulage ways to be 3 metres wide

No built structures without approval of the managing body

Suitable clean water supply to every site

Topsoil to comply with BS 3882:2007 Specification for topsoil and requirements for use, and easily cultivated to a depth of 450 mm

All pernicious, agricultural weeds are to be eradicated.

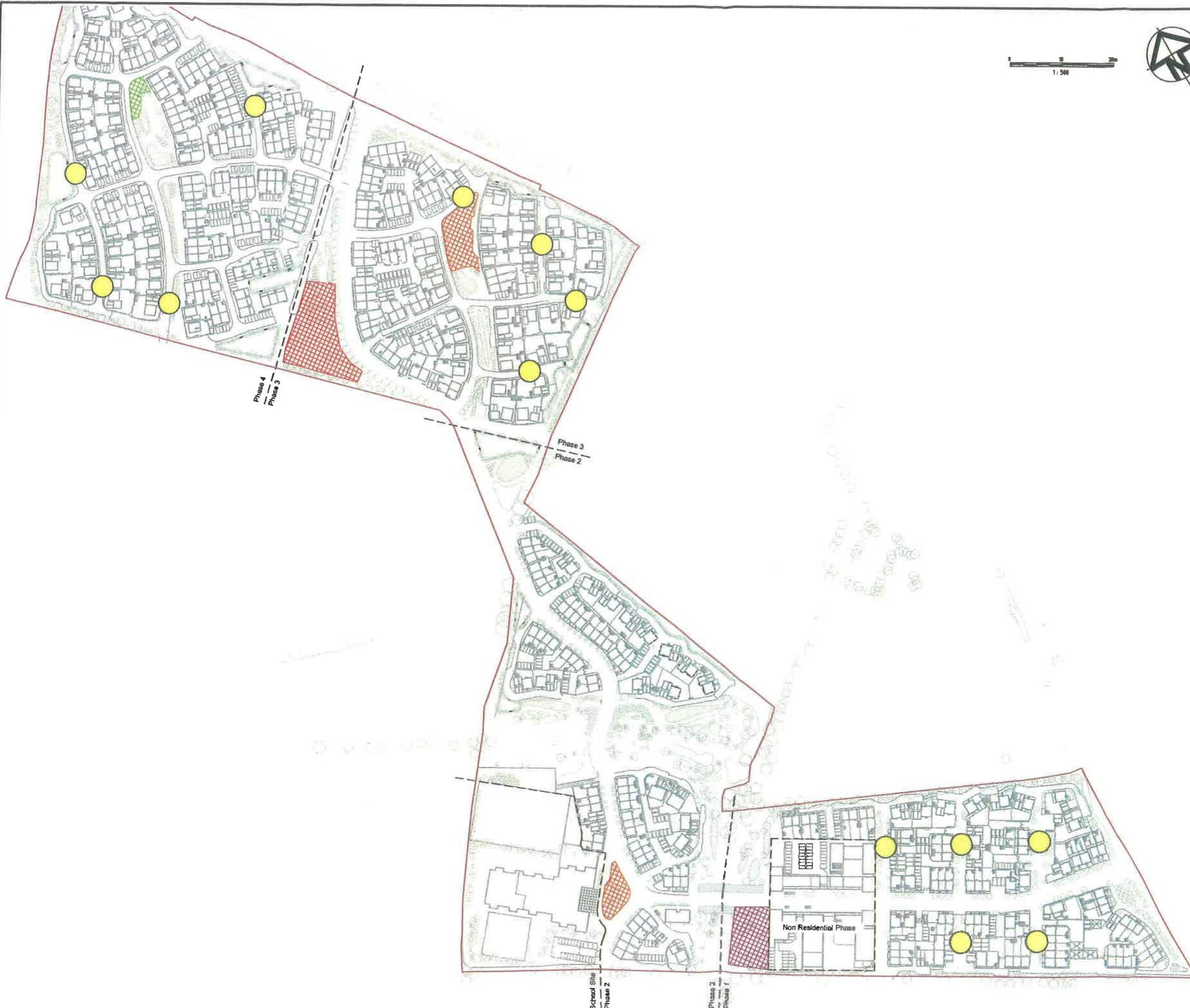
Fencing and gates to be provided and capable of being locked. Secure cycle parking to be provided.

APPENDIX 11






EXEMPLAR POS COMMUTED SUMS - 21.05.2012

Operation	Quantity	Unit	Rate	Total
Existing Hedgerow	4538	Ln	38.96	176,800
Newly Planted Hedgerow	883	Ln	38.96	34,402
The River Bure and its Tributary	448	Ln	54.55	24,438
Species-rich Biodiverse Grassland (including Orchard trees)	35976	m ²	14.13	508,341
Herb-rich Grassland	2084	m ²	14.13	29,447
SuDS Ephemeral Pools and Swales	2265	m ²	54.55	123,556
SUDS Ponds	238	m ²	62.17	14,796
Native Woodland Planting	1508	m ²	26.42	39,841
Mature Trees	133	No	2752.13	366,033
Sub total 1				1,317,655
NEAP	1	No	299,815	299,815
Enhanced LEAP (North) with MUGA	1	No	299,815	299,815
Village Green LEAP	1	No	118,354	118,354
LEAP (North)	1	No	118,354	118,354
Homezone Play Environs (Adopted by OCC)				0
Sub total 2				836,338
Total (1&2)				2,153,993
10% Management				215,399
Total				2,369,393

APPENDIX 12



Key

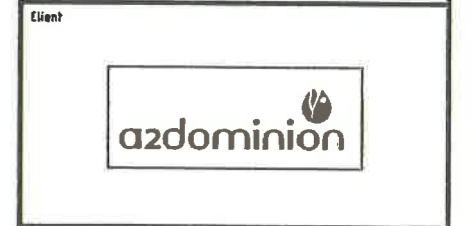
-  NEAP (1000m catchment area)
-  Enhanced LEAP (with MUGA)
-  LEAP (400m catchment area)
-  LAP (100m catchment area)
-  Play environments within streets and lanes

02	reference to strategic open space removed	16-05-12
01	DRAFT	16-05-12
Issue	Description	Date

Status
DRAFT
NOT TO BE USED FOR CONSTRUCTION

Scale	1:2000	Current Issue Signatures	
Original Size	A2	Author	B.CONNOLLEY
Height Datum	DATUM	Checker	A.VICTORY
Grid	GRID	Approver	A.ZORLUTUNA
		© Copyright reserved	

Filename: UA001881-701-117 EXEMPLAR PLAY SPACE PROVISION.DWG



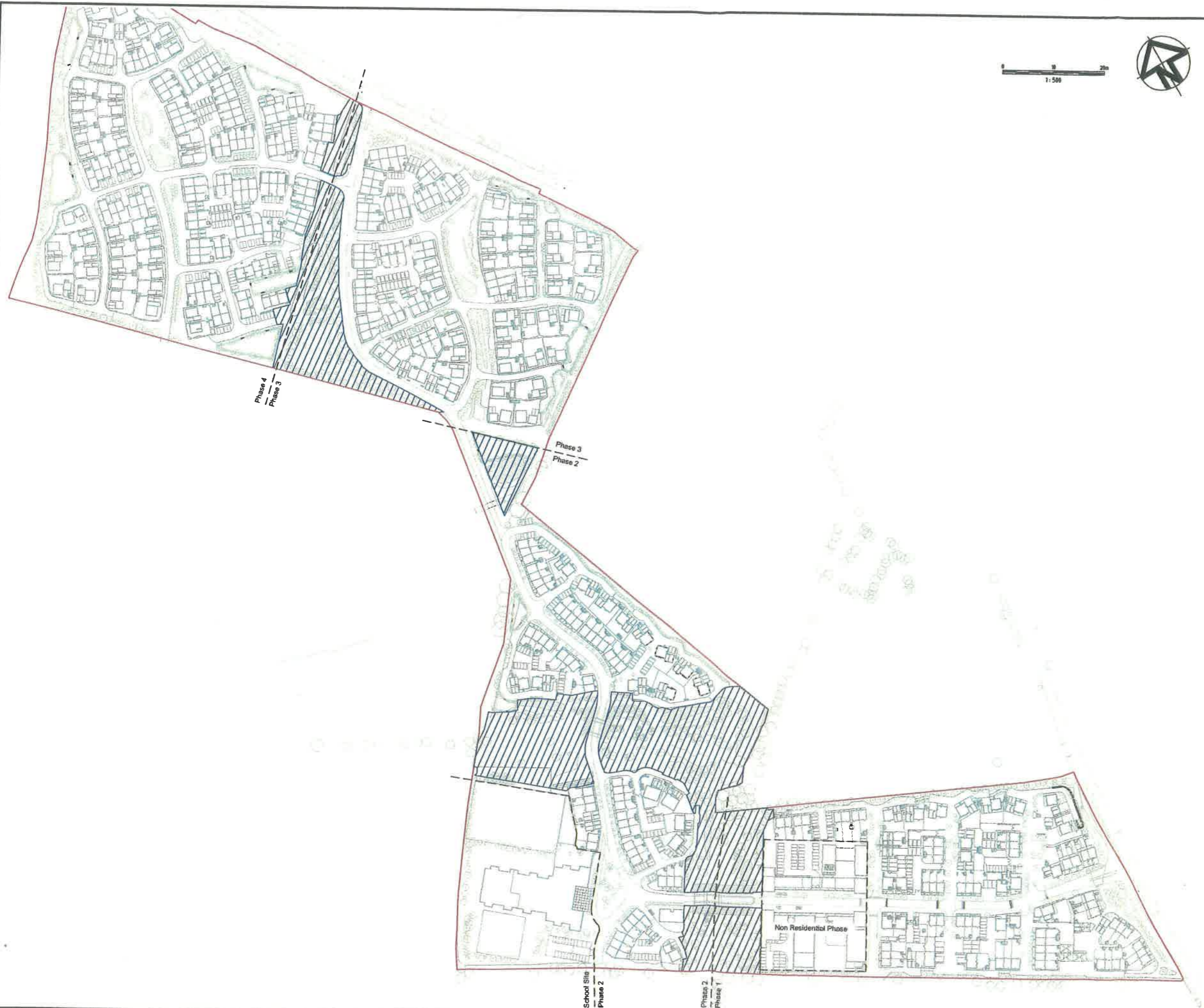
Hyder HYDER CONSULTING (UK) Limited
 5th Floor, The Pithay
 All Saints Street
 Bristol, England
 BS1 2NL
 Tel: +44 (0)870 000 3003
 Fax: +44 (0)870 000 3903

Project
Bicester Eco Development

Title
Exemplar play space provision

Drawing No. | Project No. | Issue
701-117 — UA001881 — 02

APPENDIX 13



Key
 Strategic Open Space

03	Incidental areas removed	08-06-12
02	Some areas of strategic open space now incidental	16-05-12
01	DRAFT	10-05-12
Issue	Description	Date

Status
DRAFT
 NOT TO BE USED FOR CONSTRUCTION

Scale	1:2000	Current Issue Signatures	
Original Size	A2	Author	B.CONNOLLEY
Height Datum	DATUM	Checker	A.VICTORY
Grid	GRID	Approver	A.ZORLUTUNA
		© Copyright reserved	

Filename: UA001881-701-118 EXEMPLAR STRATEGIC AND INCIDENTAL OPEN SPACE
 Client:



Hyder HYDER CONSULTING (UK) Limited
 5th Floor, The Pilthay
 All Saints Street
 Bristol, England
 BS1 2NL
 Tel: +44 (0)870 000 3003
 Fax: +44 (0)870 000 3803

Project
Bicester Eco Development

Title
Exemplar strategic open space provision

Drawing No. | Project No. | Issue
701-118 — UA001881 — 03

APPENDIX 14

Exemplar Development, NW Bicester

OUTLINE SPECIFICATION AND DESIGN BRIEF FOR A COMMUNITY FACILITY

This specification briefly describes Cherwell District Council's requirements for a Community Facility at the Exemplar development, NW Bicester.

1) General

The building must accommodate a wide variety of activities, including social activities, youth, community, arts and recreational uses. The design shall allow for the accommodation of a Local Management Organisation.

Occupancy of the various spaces in the building will fluctuate considerably, requiring flexible arrangements permitting sub division or opening up to accommodate them.

The Council's general requirements in respect of functions, general spatial arrangement and size criteria are set out below, but it will remain the responsibility of the Developers and their Architect to achieve a detailed resolution of the requirements, to the approval of the Council.

Whilst the initial building will be provided by the developers of the Exemplar development, consideration should be given in the design and construction which might allow for future enhancement or extension to be funded by adjacent housing developments.

2) Architectural Quality & Building Construction

The building will be a community focal point and should therefore be of high architectural quality and show case sustainable development. The Council does not intend to stipulate the exact nature of the design or materials used in the construction, as this may stifle the creativity of the designers but due regard must be made of the design brief.

However, the Council will have regard to various factors when considering design proposals, including:

- i) The building is a long-term facility, so all materials will need to be selected for their durability and low maintenance characteristics.
- ii) Flat roofs and parapets are unlikely to be acceptable.
- iii) The possibility of vandalism and graffiti, inside and out.
- iv) Wall and floor materials in keeping with trafficked areas.
- v) Achieve BREEAM Excellent .

- vi) The Council will not give approval to any design, which fails to provide complete access to all areas of the building and site for disabled persons, members of the public and staff alike. Full WC facilities for male and female are required. The building must be fully compliant with the Disability Discrimination Act.
- vii) The main activity space will be used for purposes which will include music, drama and dance. This area therefore needs to be considered in terms of its acoustic qualities and give full protection to neighbouring properties. The Environmental Services Department may recommend in respect of noise produced by activities in the building, requiring sealed windows and noise limiting devices for noise producing areas of the building. This will require careful consideration of the ventilation system to the building.
- viii) Fire escape provision for each unit of accommodation must be made to satisfy the local Fire Officer.
- ix) Low cost maintenance and operation with respect to heating, lighting, servicing of mechanical and electrical services, cleaning and supervision of the facility.

3. Project Management

Discussion with the developer on timescales and project management process is required. In outline it is envisaged that the following will be required:

- i) Outline specification and site location discussed by Cherwell District Council and developer. The exact site location of the facility needs to be finalised with relevant officers of Cherwell District Council.
- ii) Amended design and costings discussed by Cherwell District Council and developer.
- iv) Final design agreed.

Access to the site will be required by nominated Cherwell District Council Officers for the purpose of site and construction inspections.

4. Schedule of Accommodation

a) Principle Accommodation – Interior

	Minimum Dimensions (metres)	Minimum Area (m ²)
i) Main room	15 x 10	150
ii) Smaller room	10 x 5	50
iii) Meeting room	5 x 4	20
iv) Foyer/stair well/lift shaft/corridors		33
v) Storage	5 x 3	15
vi) Kitchenette	5 x 4	20

vii)	Toilets (male, female and disabled)	-	30
viii)	Bin Store	-	3.5
ix)	Cleaning Store	-	<u>3.5</u>
x)	Office	4 x 2.5	10

5. General Specification Notes – Applicable to All Spaces

Internal Doors	All doors to be framed and solid core wood veneered , singly or in pairs, fire resistant as required by the Fire Officer, but all to be solid coved.
Architraves, skirtings and window boards.	Hard, softwood or MDF, or other appropriate material to suit general design, and to be painted.
Ironmongery including switches & sockets	Satin finished stainless steel, or colour nylon-coated steel or powder coated aluminium are suggested, with matching door closers finger head and kicker plates, numerals and signs.
Ceilings	Generally expected to be suspended recessed grid with white tiles, containing anti-glare luminaries and emergency lighting. Alternative of plasterboard with taped joints and skim finish acceptable for small rooms.
Ventilation	The building will be located close to residential properties and concern may be raised in respect of noise nuisance, requiring the building to be acoustically sealed. All spaces will require mechanical extraction of air, through sound attenuation cowls, with appropriate grease filters for the kitchen areas. For areas of high humidity, including kitchen and toilets, all materials should be non-corrosive in ventilation installations.
Windows	High performance aluminium or upvc are acceptable, with security at least to the standard of PAS 011 each opening light having a separate security locking device. All windows should be fitted with sealed double glazing units in Pilkingtons 'K' glass and Argon-filled cavities. External protection may be needed to certain windows. This should be carried out using steel mesh to provide a design feature.

Entrance Doors	External doors are required in powder-coated aluminium with double glazed units, incorporating laminated glass. Similar construction is required for any side screens to be incorporated. Doors to be operated by sensors located at door head height, or recessed into ceiling above door positions.
Lighting	Lighting to all areas to be by glare baffled fluorescent luminaires, recessed into suspended ceiling grids or surface mounted on solid ceilings. Appropriate number of external lights for security and pedestrian access and entrance safety purposes.
Heating	Convactor heating will be acceptable if it is demonstrated to the reasonable satisfaction of the District Council that it will provide an even heat to all areas of the building failing which gas fired central heating radiators to all areas is to be provided.
Security Alarm	Fully addressable intruder alarm system with door and window contacts, PIR detectors and zoning to allow flexibility of use, to be NACOS approved and the system to BS 4737: 1986
Fire Alarm	Full system required to BS 5839 part 1.
Floors	Wet areas are expected to be quarry tiles, "zin-zag" tiles or similar, with matching cove and skirting tiles.
Walls	Generally acrylic eggshell emulsion for walls, Ceramic tiles to kitchen, shower and toilet areas, a similarly resilient finish or combination of finishes (eg tiles up to 2 metres, oil based "flecked" paint above).
WC	Proprietary cubicles, or blockwork partitions and lightweight doors are equally acceptable.
Sanitary Ware	White vitreous china WC's WHB's bowl urinals and cleaner sinks throughout. WC cisterns to be concealed behind proprietary panelling system. Low level children's urinals & w.c.s to be provided. All taps, wastes, spurge pipes, showerheads and controls are to be in chrome plated brass. WHB taps are to be non-concessive return type and all wastes are to be captive.

	All soap dispensers, lockable toilet roll holders are to be in chrome, or coloured nylon coated steel
--	---

6. Detailed Requirements

i) Main Room and Smaller Room

Walls	Walls need to be finished in acrylic eggshell emulsion for robustness to withstand impact during recreational use.
Lighting	Decorative lighting required e.g. wall washers; suspended up/down directed fluorescent system, and low energy spotlights.
Equipment	Mechanical ventilation system. Noise limiter, connected to sockets. Serving counter from adjoining kitchenette
Electrics	Sockets for cleaners, AV equipment, TV Aerial, telephone and provision for broadband connection.

iii) Meeting Room and Office

Walls	Acrylic eggshell emulsion.
Lighting	Fluorescent luminaires
Electrics	Sockets for PC, cleaning, office equipment, telephones and provision for broadband connection.

iv) Foyer/stair well/lift shaft/corridors

Walls	Acrylic eggshell emulsion
Equipment	Letterbox Mechanical ventilation
Electrics	Sockets for cleaning equipment. Master switchgear for all lighting equipment, fire and security alarms.

v) Storage

Ceiling	Emulsion paint on plasterboard.
Walls	Acrylic eggshell on plastered walls.
Floor	Solid smooth finish
Lighting	Surface marked luminaries.
Electrics	Sufficient sockets for cleaning gear.

vi) Kitchenette/Servery

Ceiling	Suspended, with tiles to meet required standard for hygiene purposes, as advised by CDC Environmental Health Department.
Walls	Ceramic tile finish throughout.
Floors	Quarry tiles or "Zin-Zig" tiles throughout, with matching skirting and coving tiles. Wash down gully in floor.
Equipment	Job Unit with Extract Preparation/Wash Up Sinks Storage cupboards Mechanical ventilation or air conditioning.
Lighting	Recessed fluorescent luminaries.
Electrics	Waterproof type switches and sockets throughout.

vii) Toilets – Male, Female, Disabled

Walls	Ceramic tiles, "fleck" paint or a combination of both.
Floor	Quarry tiles or similar.
Equipment	Cubicles and doors Jumbo Toilet roll holders Grab rails, alarm cord and special fittings for disabled use.
Lighting	Recessed luminaries.
Electrics	Waterproof type.
W6: Male Female Disabled	2 WC's and 2 urinals, 2 WHB's (2 low level) 3 WC's and 3 WHB's (1 low level) 1 WC and 1 WHB.

viii) Bin Store (External)

Ceiling	Achieved by extending building roof. Lined with plasterboard or fire resistant board and painted.
Walls	Fairfaced brick or block painted.
Floor	Granolithic or sealed powerfloated concrete.
Equipment	Louvered gates to bins area to provide flow of ventilation. External tap for wash down.
Lighting	Surface mounted weatherproof luminaires.

NB The initial building must be designed in such a way that it can be enhanced and extended in the future

APPENDIX 15



The **Midcounties Co-operative**

The Midcounties Co-operative Local Harvest Supplier Charter

Introduction

The Midcounties Local Harvest Supplier Charter sets out our policy towards developing working relationships with potential local suppliers.

The charter sets out Midcounties Co-operative approach to its supplier chain for the particular benefit of small scale and regional producers. As an ethical retailer Midcounties Co-operative aim to source products from the areas in which it trades, in order to benefit its local communities and offer quality products to compliment its core food ranges.

The charter

1.1-Our objectives

- We want to celebrate local food, great recipes and traditional methods.
- People should have easy access to food from their own locality that they can be proud of, and which supports the region's economy.
- We want to encourage the production of good quality food, regardless of scale.
- We take the long term view and will work with producers to help them reach their objectives, not just ours. We do not want to dilute the integrity or quality of their products.
- We won't expect producers to change overnight, or even change at all, if that is your wish.
- We want to help producers reach more consumers, and introduce more people to great food from their neighborhood.
- As a Co-operative Business we believe in treating one another with decency and respect. We also believe in extending that same courtesy to our suppliers and producers.
- Large or small, our producers are partners in a long term relationship founded on trust.

1.2-Our difference

- We want to bring the best food from our local areas into our food stores offering our customers a wider range of local products the Midcounties Local Harvest ranges is a good place to start.
- We guarantee that our producers can enter partnerships with us in full confidence, founded firmly upon integrity and trust.
- We want to build on our levels of traceability; the quality of our products and levels of service in branch; and our long term relationships with producers.
- Only by working together with the right producers and best quality produce, can we build consumer confidence and celebrate the rich variety of food that our trading area has to offer.

1.3-The Midcounties Local Sourcing approach

- We will work with our buying team to source products from areas within which we trade, working alongside local suppliers and like minded distributors.
- Locally produced food will be supplied to food stores within a 40 mile radius of production
- The producer will not be dependent on Midcounties as a primary customer
- Distribution methods of the products will be agreed with the supplier at the time of listing.
- No one has to supply to all our branches if they do not want to - nor do they need to grow their business any larger than they want.
- Our associated Local producers will meet all our Co-operative ethical stances with regards to animal Welfare, Pesticide, Sound Sourcing, etc...
- Recipe/further processed foods will be made with the best quality ingredients, where possible sourced from the area
- Ingredients should be simple and recognisable - not full of chemical additives such as stabilisers, emulsifiers, preservatives, etc.
- Our local producers will be required to meet our food safety standards at all times
- The producer will have strong links with the local economy.

2-Listing Process

All Local Suppliers must follow the process put in place. The timing of the process may vary upon the producer's ability to supply adequate paperwork/meet set criteria's established by the Society.

The Listing process has been put in place to:

- Assess the suitability of the suppliers eligibility into the scheme
- Ensure the suppliers meet our Co-operative Ethical Stances (as applicable)
- Ensure the suppliers operate within set Food Safety Criteria's
- Ensure the proposed products meet a minimum Commercial criteria's
- Ensure the suppliers follow Midcounties terms of Trading

3-Range reviews

Midcounties currently operate 2 Local Harvest range reviews per calendar year as follows;

	Supplier submissions	Review & assessment	Admin Set up	Applicable Period
Spring Summer range review	January	February	March	April to September
Autumn Winter Range review	July	August	September	October to March
Easter One Off	January	February	February	March/April
Christmas One Off	August	September	October	November/December

4- Food Safety & Ethical Checks

As part of our listing process, all suppliers must operate within the Food Safety criteria's.

Suppliers will be "risk level" classified, dependant of the nature of the products and will be scrutinized accordingly.

Suppliers holding a recognised Food Safety accreditation will be expected to provide us with an updated valid copy of their certification.

Product recall will be treated as per core range procedures.

5- Depth of distribution

Whilst we recognise the commercial and goodwill benefit of Locally Sourced lines, we do not aim to compromise the balance of our National range representation.

Local Lines are listed to compliment our core ranges. To that extent, the depth of distribution of a Local Line is based upon:

- The availability of suppliers within a 40 miles radius of each store (Mappoint software)
- The segmentation of the store
- The size of the store
- The potential number of Local Lines authorised per category

6-Merchandising of Local Lines

- Local lines are merchandised within their appropriate sections with the exception of Bread & Cakes. These are block merchandised depending on the store's space availability or by displaying the products on a stand supplied by the producer
- Local lines are not currently featured in our range planograms
- Store are asked to remain compliant to all CRTG ranges whilst supporting their local ranges
- Local Lines are merchandised by reducing the facing of slow selling lines within the fixtures

APPENDIX 16

APPENDIX 17

Monitoring Requirements for NW Bicester

This document sets out the monitoring requirements for Phase One of NW Bicester, covering construction stage monitoring, post construction assessments and post occupancy monitoring.

Contents

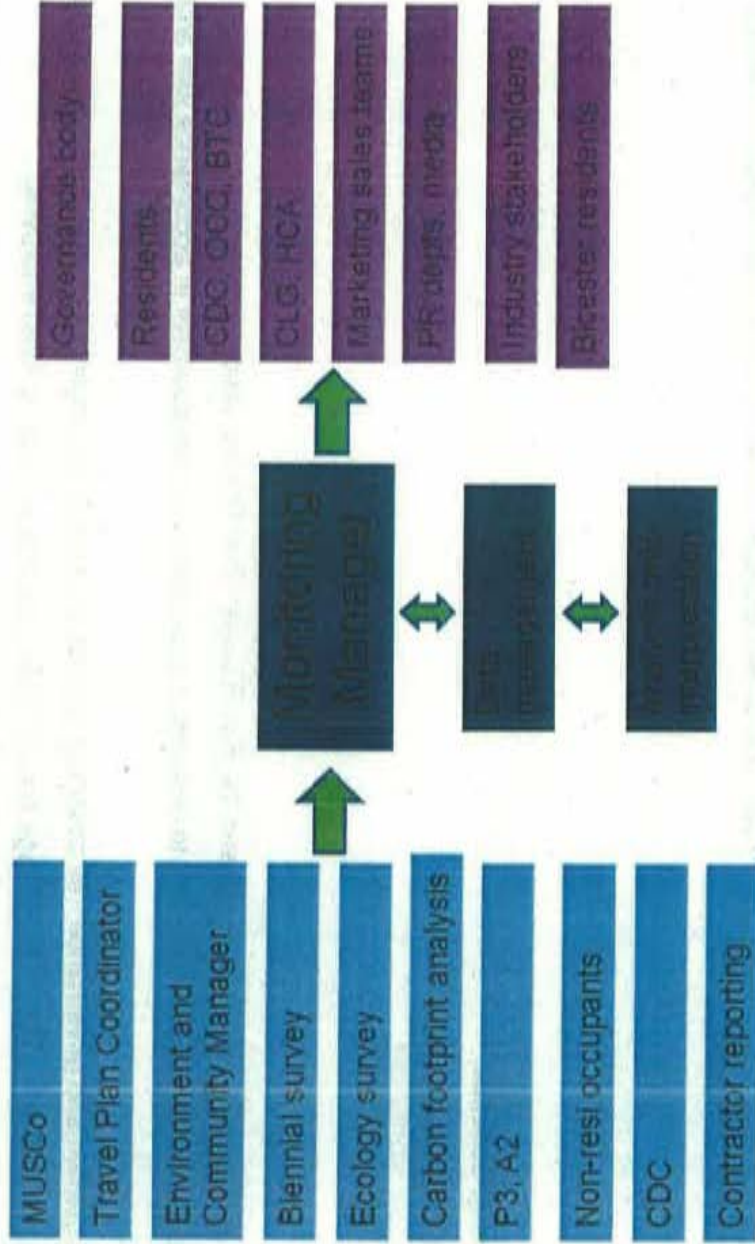
1. Monitoring Objectives
2. Reporting Structure
3. Post Occupancy Monitoring Schedule
4. Construction stage monitoring schedule
5. Methodology for Travel Plan Monitoring

Monitoring Objectives

1. To measure progress against the Eco Towns PPS and the Eco Bicester One Shared Vision
2. To encourage active engagement and commitment to ensuring a successful eco-development in accordance with ambitions for governance and community development
3. To enable good management and governance - by collecting enough qualitative and quantitative information to understand what is happening both technically and behaviourally, in order to manage the eco town responsibly and to keep improving
4. To inform residents and occupants of performance (both individual and collective) to enable informed behaviour change and to empower community governance
5. To communicate successes and shortfalls to industry, government and Bicester residents. This enables wider progress and informs policy
6. To satisfy planning requirements

Reporting Structure

Monitoring results from a range of sources is fed to the Monitoring Manager in a pre-agreed format and at pre-agreed times. The Monitoring Manager is responsible for data management, analysis and interpretation. The Monitoring Manager reports the results first to the Governance Body as appropriate (GB) and then to wider stakeholders annually.



Responding to monitoring results

The GB is responsible in the first instance for ensuring the Monitoring is carried out, analysing and interpreting the results and then responding to them.

Scope

Construction stage monitoring applies to all construction work on the scheme. Post occupancy monitoring will cover all residential and non residential uses within the site including all residents, businesses and community operations.

Timing

Construction stage monitoring should commence on start of works on site and continue until completion. Post occupancy monitoring should commence as soon as the first residents and non-residential occupants move in. The monitoring and reporting will be carried out by the GB who take ownership of delivery of the targets and the aspirations of the eco town. It is the GB who will respond to monitoring results through changes in estate management, communication with residents etc.

The GB should provide a monitoring report to CDC after 50dws are occupied; then on a yearly basis containing ongoing data routinely collected along with qualitative analysis. Biennial surveys should inform a full report every 2 years carried out by the GB and presented to CDC and the GB Board.

Coordinated approach to monitoring

Monitoring approaches to residents and non-residential organisations should be coordinated and managed so that people are not contacted too many times per year and are not made to feel they are living in an experiment.

Presentation of monitoring results

Results may be presented in many ways:

- Site wide data giving results collectively for all residents and non-resi occupants
- Individual household or business data (feedback only to individuals or businesses)
- Distribution charts showing the range of results for all individual homes (made anonymous for data protection)

Results can be fed back to occupants in a colourful, user friendly way so they are easily understood.

Information can show how the results compare with UK averages and with other eco developments.

November 2011

Advice on how to contribute towards even better results in future can be presented and people can be offered the opportunity to contact the Community and Environment Coordinator if they are interested in finding out more.

The community intranet (or Shimmy service) can offer a forum for discussing the results.

The results can also be presented so as to link in with school projects and the curriculum.

Post Occupancy Monitoring Schedule

Government Objective / footprint	Carbon footprint	Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments
GO-1	Average carbon footprint of eco town residents	✓		Carbon footprint analyst	Biennial	Analysis combining site wide data, and individual surveys	tCO2 /person /year	<p>The Government Objective for Eco Towns includes ... "to reduce the carbon footprint of development by ensuring that households and individuals in eco-towns are able to reduce their carbon footprint to a low level and achieve a more sustainable way of living".</p> <p>Combine and cross check data from:</p> <ul style="list-style-type: none"> • site wide data on home energy consumption supplied by ESCo, • transport carbon data – output from biannual travel surveys, • site wide data on household waste supplied by district council • biennial survey questionnaires on consumption of food, goods and services • results from personal carbon footprint calculators • national and local average data for carbon footprints <p>Methodology to be agreed with BioRegional.</p>
ET7 Zero Carbon								
ET7-1	Carbon emissions	✓		MUSCO	Annual	Monitoring method Calculated from data below	tCO2 /year	<p>Site wide emissions from building energy use. Target of zero to meet Eco Town definition.</p> <p>MUSCO will be contractually obliged therefore no cost to GB or S106 sum</p>
ET7-2	Site wide electricity consumption	✓		MUSCO	Annual	Metering	kWh /year	Total annual electricity consumption for building energy use
ET7-3	Electricity generated on	✓		MUSCO	Annual	Metering	kWh	Annual output for each of the on site generating

site				MUSCo	Annual	Metering	year	technologies
ET7-4	Net import / export of grid electricity	✓		MUSCo	Annual	Metering	kWh / year	Total annual electricity exported to and imported from the national grid
ET7-5	Import / export profile		✓	MUSCo	Annual	Metering	kWh against time over each year	Time related profile of import/export patterns could help to manage electricity consumption or generation on site and potentially lead to technical or management efficiencies, economies or behaviour change
ET7-6	Output profile for each on site generating technology		✓	MUSCo	Annual	Metering	kWh against time	To complement import/export profile and to facilitate smart grid
ET7-8	Site wide hot water consumption	✓		MUSCo	Annual	Metering	kWh/year	Annual hot water demand for the whole site
ET7-9	Hot water output from each on site generator	✓		MUSCo	Annual	Metering	kWh/year	Annual hot water production from each generator technology, including system heat losses and heat dumped.
ET7-10	Site wide gas consumption	✓		MUSCo	Annual	Metering	m ³ /year	
ET7-11	Biomass consumption		✓	MUSCo	Annual	Manual reporting	odt/year	Annual quantity of biomass delivered to site, measured in oven dry tonnes to account for variations in moisture content
ET7-12	Electricity consumption by property		✓	MUSCo	Annual	Metering	kWh/year	This data can be made anonymous for data protection reasons. Distribution graphs will show the range of household consumption levels and allow individual residents to compare themselves with their neighbours and with the national average.
ET7-13	Hot water consumption by property		✓	MUSCo	Annual	Metering	kWh/year	As above
ET7-14	Detailed electricity data		✓	MUSCo	Annual	Metering	kWh/year	Potential research project to look in detail at electricity consumption habits and ways to reduce it. Detailed breakdown of consumption for lighting, appliances, cooking, heat pumps, cooling etc. Time related profiles show when peak and low demands occur. Remote meters can be installed on each circuit for participating sample homes.
ET8 Climate change adaptation								Notes / comments

					method	
-	Building related carbon emissions	✓	-	-		See ET7-1
-	Transport related carbon emissions	✓	-	-		See ET11-2
-	Temperature and humidity	✓	-	-		See ET12-5
-	Main water consumption	✓	-	-		See ET17-2
-	Flood events	✓	-	-		See ET18
ET9 Homes						
	Essential	Desirable	Who	When	Monitoring method	Units / comments
-	N/A					
ET10 Employment						
	Essential	Desirable	Who	When	Monitoring method	Units / comments
ET10-1	✓		P3 Eco	Annual	Reporting	m2 Floor area of employment space completed on site
ET10-2	✓		GB	Biennial	Survey	Numbers FTE On site non-res occupanis report employee numbers to governance body.
ET10-3		✓	CDC?	?	CDC Assessment	Estimated numbers FTE Difficult to attribute specific Bioester jobs to NW Bioester or Eco Bioester. Use Council economic development data to monitor total jobs in Bioester over time and make a judgement as to when jobs growth can be associated with Eco Bioester. Compare with SQL baseline
ET10-4		✓	CDC?	?	CDC Assessment	Descriptive assessment Subjective descriptive assessment of which jobs, companies or organisations can be described as "eco" or "green" jobs in Bioester. Compare with SQL baseline
ET11 Transport						
	Essential	Desirable	Who	When	Monitoring method	Units / comments
ET11-1	✓		TPC	Annual	Assessment using data below	% Modal breakdown to be estimated from a combination of counter data and travel surveys. Modal shift targets are set out in the Travel Plan.
ET11-2	✓		TPC	Biennial	Assessment using data below	ICO2 /person /year Average personal transport related carbon emissions to be estimated from travel surveys and travel diaries.

ET11-3	Number of car journeys	✓	TPC	Annual	Counters	Trip numbers (AADT)	Counters at each site exit and in site link road collect detailed data and AADT.
ET11-4	Number of cycle/pedestrian journeys	✓	TPC	Annual	Counters		Counters in link road and in pedestrian / cycle route to town
	Bus patronage and other bus related monitoring	✓	TPC	Biennial	Bus company reporting to TPC		Bus company reporting requirements established at start
	Illegal/inappropriate parking	✓	TPC	Biennial	GB, TPC or residents reporting		Need some way of monitoring and recording whether parking supply at residential and non-resi locations is appropriate.
ET11-5	Journey breakdowns for all residents	✓	TPC	Biennial	Survey with travel diaries		Travel diaries showing destinations, purpose and mode. Use these results to establish how many people use local facilities, including the town centre.
ET11-6	Car, bicycle, moped etc ownership levels	✓	TPC	Biennial	Survey	numbers /household	Resident travel surveys
ET11-7	Personal car mileages	✓	TPC	Biennial	Survey	miles/year + modal	Resident travel surveys.
ET11-8	Car model		TPC	Biennial	Survey		Collect information on the range of vehicle types and their associated CO2 emissions, noting any low emissions vehicles, electric cars or hybrids, LPG vehicles etc. This information can be used to tailor the information programme and incentives for encouraging lower emission vehicles.
ET11-9	Carbon intensity for each car model	✓	TPC	Biennial	DOT data	kgCO2 /mile	To calculate CO2 emissions from personal car mileages and compare with Travel Plan target
ET11-11	Frequency of bicycle usage	✓	TPC	Biennial	Survey with travel diaries	Journeys /month	Resident travel surveys
ET11-12	Annual bicycle miles	✓	TPC	Biennial	Survey	Miles /year	Resident travel surveys
ET11-13	Car club membership	✓	TPC	Biennial	Car club reporting to TPC	Membership numbers	Data supplied by car club
ET11-14	Car club mileages	✓	TPC	Biennial	Car club reporting to TPC	miles/year	Data supplied by car club

ET11-15	Carbon intensity of car club vehicles	✓		TPC	Biennial	Car club reporting to TPC	kgCO2/mile	Data supplied by car club
ET11-16	Modal breakdown of journey types e.g. work, school, etc	✓		TPC	Biennial	Survey with travel diaries		Resident travel surveys
ET11-17	Commuting distances for incoming workers	✓		TPC	Biennial	Survey	miles/year	Site business travel surveys - collect postcodes for all employees and modes of transport
ET11-18	Travel modes for non-residential occupants	✓		TPC	Biennial	Survey	miles/year	Site business travel surveys
ET11-19	Air travel miles, recreational and professional		✓	TPC	Biennial	Survey	miles/year	Resident travel surveys
ET11-20	Mode breakdown for school children	✓		TPC	Biennial	Survey	%	Hands up survey
ET11-21	Non residential deliveries	✓		TPC	Biennial	Survey	Number /year	Annual delivery vehicle movements associated with each non-resi use: biomass deliveries, Coop deliveries, school deliveries, eco-pub deliveries, cafe, nursery etc
ET11-22	Qualitative feedback		✓	TPC	Biennial	Survey		Feedback from all site users on transport related facilities, what measures have worked for them and what measures would help them to further reduce their car use and carbon emissions
ET12	Healthy lifestyles	Essential	Des Table	Who	When	Monitoring method	Units	Notes / comments
ET12-1	Exercise frequency	✓			Biennial	Survey	%	How many people have exercised in the last week/month?
ET12-2	Perceived health		✓		Biennial	Survey	Score from 1 - 10?	How healthy do you feel?
ET12-3	Perceived wellbeing		✓		Biennial	Survey	Score from 1 - 10?	Is life good here?
ET12-4	Health indices such as obesity levels, incidence of mental health, smoking		✓	MM	Biennial	GB to ask NHS/PCT for data	People numbers, percentage	Anonymous data from GP's according to postcode? Or voluntary surveys
ET12-5	Comfort levels: temperature, humidity levels throughout the year	✓		Specialist	Ongoing measurement Annual reporting	Data loggers installed, collected and interpreted	degrees C over time, % humidity over time	Sample number of homes monitored with data loggers or remote metering. Perhaps 10% of homes to be monitored. This could potentially be a grant funded research project such as TSB post occupancy monitoring fund.

ET12-6	Perceived comfort levels: temperature, humidity	✓			Biennial	Survey		Are people warm enough, cool enough? Does their home feel fresh and well ventilated?
ET12-7	Noise levels	✓		Specialist	Ongoing measurement ent. Annual reporting	Physical monitoring	decibels over time?	Sample homes monitored
ET12-8	Indoor air quality / healthy homes indicators	✓		Specialist	Ongoing measurement ent. Annual reporting	Physical monitoring		Sample homes monitored
ET13 Local services		Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments
ET13-1	Delivery of services against timetable	✓		P3	Annual	Report		See ET21 below
ET13-2	Walkability Index		✓	TPC / specialist	Biennial	Assessment	Score from 1 - 100	To what degree are all the most commonly needed services provided on site or within walking and cycling distance? Calculate the walkability score http://www.walkscore.com/ Can we improve our score year on year?
ET13-3	Qualitative report	✓		ECM	Annual	Report		Describing services available on site, success rates, attendance, events programmes, participation rates. ET13.1 looks for 'leisure, health and social care, education, retail, arts and culture, library services, sport and play facilities and community and voluntary facilities.'
ET14 Green infrastructure		Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments
ET14-1	Active users	✓			Biennial	Survey	Numbers and scores	Collect data on how many residents and non-res users make use of and appreciate the green infrastructure. Gather information on which elements of the GI are most used and appreciated.
ET14-2	Take up of allotments	✓		ECM	Annual	Report	%	% plots taken and actively used. Reported by allotment association or similar

ET15 Landscape & historic environment	Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments
M/A							
ET16 Biodiversity							
Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments	
ET16-1	✓	Ecologist	Annual	Specialist contractor	numbers	Key indicator species to be defined in the ELMP and agreed by the Biodiversity Working Group. ELMP monitoring schedule also to be agreed. Can make use of and encourage coordinated volunteer monitoring surveys	
ET16-2	✓	Ecologist	Annual	Specialist contractor	m2, hectares	Key indicator species to be defined in the ELMP and agreed by the Biodiversity Working Group. ELMP and specific monitoring programme also to be agreed.	
ET16-3	✓	Ecologist	Annual	Specialist contractor		To be agreed by the Biodiversity Working Group.	
ET16-4	✓	ECM	Annual	Report	numbers	Numbers of events and numbers of participants. Numbers of residents actively enjoying, taking part in, observing wildlife or conservation work	
ET17 Water							
Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments	
ET17-1	✓	MUSCo	Annual	MUSCo reporting	litres / year		
ET17-2	✓	MUSCo	Annual	MUSCo reporting	litres / day	Residential water use to be <80l/person/day to meet CSH	
ET17-3	✓	MUSCo	Annual	MUSCo reporting	litres / day	Meet BREEAM Excellent in all non-resi buildings	
ET17-4	✓	MUSCo	Annual	MUSCo reporting	litres / day		
ET17-5	✓	MUSCo	Annual	MUSCo reporting	litres / day		
ET18 Flood risk management							
Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments	

	N/A	Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments
ET19 Waste								
ET18-1	✓			CDC	Monthly (tbc)	On board weighing	kg /household /year	On board weighing technology on collection vehicles Results reported by Council
ET18-2	✓			CDC	Monthly (tbc)	On board weighing	%	On board weighing technology on collection vehicles Results reported by Council
ET18-3	✓			Non-resi organisations	Annual	Waste contractor receipts	kg/year	Each non-resi organisation to set waste targets and design a monitoring strategy in their individual waste plans
ET18-4	✓			Non-resi organisations	Annual	Waste contractor receipts	%	Each non-resi organisation to set waste targets and design a monitoring strategy in their individual waste plans
ET18-5	✓			ECM	Annual	Estimate	tonnes /yr	These will be rough estimates
ET18-6	✓				Biennial	Survey	tonnes/yr	These will be rough estimates from surveys
ET20 Master planning		Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments
-	N/A							
ET21 Transition		Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments
ET21-1	✓			P3, A2, GB	Annual	Report		Reporting against agreed timetable
ET21-2	✓			ECM	Annual	Report		Reporting against community development aspirations set out in the planning application documents and in the Governance Strategy
ET21-3	✓			ECM	Annual	Report		Reporting against the aspirations set out in the PPS, the Eco Bicester – One Shared Vision, the planning application and the Governance Strategy. "enabling residents to live within managed environmental limits"

									enabling residents to reduce their carbon footprint to a low level
ET21-4	Delivery of monitoring programme as set out in this document	✓			MIM	Annual	Report		
ET22	Community & governance	Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments	
ET22-1	Establishment of roles and responsibilities as set out in the S106 on governance	✓		GB	Annual	Report			
ET22-2	Number of community events		✓	ECM	Annual	Report	Events per year		
ET22-3	Participation rates in all community initiatives		✓	ECM	Annual	Report	People numbers, percentage		
ET22-4	Take up rates of green services and facilities on site		✓	ECM	Annual	Report	People numbers, percentage	Data from facility organisers and also from residents or intranet surveys	
ET22-5	Satisfaction rating	✓			Biennial	Survey		How happy are people with their homes, their neighbourhood, the services in their neighbourhood and the governance of their neighbourhood	
ET22-6	Average number of names of neighbours that residents know		✓		Biennial	Survey	People numbers	This provides a measure of how well the community is working and a measure of social capital. It is an adaptation of an old LA21 indicator and there are data to compare with.	
ET22-7	Resident involvement	✓			Biennial	Survey	%	What % of residents are involved in some aspect of the governance of the neighbourhood. This could be a role in the governance organisation, in the school or community centre, it could be organising events or volunteering in the conservation group, writing content for the intranet, helping with monitoring or green lifestyle promotions etc	
General data		Essential	Desirable	Who	When	Monitoring method	Units	Notes / comments	
GD-1	Occupancy level for each property (residents,		✓		Biennial	Survey	people numbers	This information is helpful in interpreting data such as electrical consumption, water consumption and waste	

Construction Stage Monitoring to include the following – to be informed by CEMP and SWMP

ET9 Homes	Essential	Desirable	Monitoring method	Units	Notes / comments
ET9-1	✓		Contractor reporting		
ET9-2	✓		Contractor reporting	Air changes per hour	
ET9-3		✓	Contractor reporting		
ET10 Employment					
ET10-1	✓		Contractor reporting	FTE each year	
ET10-2	✓		Contractor reporting		
ET10-3	✓		Contractor reporting		
ET10-4		✓	Contractor reporting		
ET10-5		✓	Contractor reporting		
ET11 Transport					
ET11-1	✓		Contractor reporting		
ET11-2	✓		Contractor reporting		
ET11-3	✓		Contractor reporting	Km	Calculated from post codes

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

ET19-4	Total construction waste (including recycling)	✓		Contractor reporting	Tonnes / month	
ET19-5	Total construction waste to landfill	✓		Contractor reporting	Tonnes / month	
ET19-6	Total hazardous waste	✓		Contractor reporting	Tonnes / month	
ET19-7	Breakdown of construction waste recycled	✓		Contractor reporting	Tonnes / month	
ET19-8	Construction materials reused	✓		Contractor reporting	Tonnes / month	
ET19-9	Earth / fill movements on or off site	✓		Contractor reporting	Tonnes / month	
ET21-10	Transition	Essential	Desirable	Monitoring	Notes	Comments
ET21-1	CEEQUAL Award achieved	✓		Contractor reporting		Target Excellent
ET21-2	BREEAM ratings achieved		✓	Contractor reporting		Target Excellent
ET21-3	Code for Sustainable Homes assessments achieved	✓		Contractor reporting		Target Code 5
ET21-4	Carbon emissions from construction activities	✓		Contractor reporting	tCO2 /month	Site energy consumption – electricity, diesel consumption
ET21-5	Considerate Contractors standard met		✓	Contractor reporting		Noise, dust, water runoff, toxic emissions or waste
ET21-6	Environmental reporting (ref CEMP)	✓		Contractor reporting		Track embodied CO2 and compare with original embodied CO2 targets
ET21-7	Embodied carbon impacts of construction	✓		Contractor reporting	tCO2	Could be FSC, European PEFC, local or reclaimed
ET21-8	% Timber products sustainably sourced		✓	Contractor reporting	%	
ET21-9	Sustainable materials sourcing policy met		✓	Contractor reporting	%	

Methodology for Travel Plan Monitoring

Monitoring the Modal Shift and Low Carbon Targets

There are two types of survey to be undertaken – (a) automatic counters and (b) household and employee questionnaires.

- Who will undertake the surveys – the Travel Plan Co-ordinator will be responsible for data collection and analysis, reporting to the Monitoring Manager.

- When

Surveys (a) permanent loop counters and pedestrian/cycle counters will be placed in the highway and street furniture so that data can be collected at any point and provided for any time period over the year. The reporting period will need to be agreed and repeated each year, which will need to link in with first occupation so that the targets can be checked.

Surveys (b) to be collected in the same neutral month, during school term time in 'monitoring year 5' (from 4th – 5th anniversary of first occupation) and then biannually until 10 years after final occupation

- Methodology

Surveys (a) automatic vehicle counters, automatic pedestrian and cyclist counters, bus passenger boarding numbers for the bus stops in the development to be collected from the operator if ticketing enables this or via a manual survey if not.

Surveys (b) a travel diary to be completed by residents and an employee travel plan questionnaire at the non-residential units. The household questionnaires will require residents to complete a travel diary for every trip made over a period of a week, detailing the mode they used, the number of people in any car used and whether they were the driver or passenger, the purpose of the trip and the destination (by street / car park name if within the Bicester area or by village/town name if outside the study area). In addition they will be asked to supply household information, namely number of people in the household, age profiles, number of cars owned, whether they ever work from home and if so how many times a week, the type, age and engine size and annual mileage (tick against a mileage band + supply a reading from their milometer). The employee questionnaires will ask where the person travels from on a typical day and their mode of transport (on all legs of the journey).

- Duration

Surveys (a) permanent data collected, with analysis carried out in the agreed month with presentation of a detailed week of data to match the week of the household diaries + monthly and year on year comparisons;

Surveys (b) 1 week's worth of data collected over a 4 week period

- Where

Surveys (a) – vehicle counters at the northern and southern accesses of the site; pedestrian and cyclist counters on the bus-only route and the off-road footway/cycleway connecting the northern and southern parts of the site and on the cycle route along the Banbury Road; bus boarding data for all bus stops in the site.

Surveys (b) all residents and all employees surveyed, with 50% household response rate acceptable, as long as all residents within those households are captured within the survey.

- What are surveys to measure?

Surveys (a) - calculate total site traffic generations over both accesses, split into arrivals and departures in the a.m. and p.m. peaks and compare against tables 8.7 and 8.8 in the TA. Average 12 hour flows over a 5-day and 7-day week should also be measured to provide a year on year comparison. Calculate average 12 hour, a.m. peak, lunchtime peak and p.m. peak pedestrian and cyclist flows along the bus-only link, off-road route and Banbury Road cycle link. Provide information on the number of bus passengers boarding at bus stops in the exemplar site and fare stage information as gathered by the operator. Both these sets of data would serve as baseline information against which to monitor annual changes.

Surveys (b) – to measure the number of trips originating from the site that are by non-car modes, the number of people working from home on a typical work day, the average vehicle emissions for cars owned by residents of the exemplar site, and the average annual vehicle kilometres travelled by private cars owned by residents and establish whether the targets have been met. Car modes defined as car drivers, car passengers and light goods vehicles. Non-car defined as pedestrians, cyclists, bus passengers, rail passengers, motor cycles, taxi, school coach, community transport. Where more than one mode is used information needs to be provided on all legs of the journey, e.g. car to the train station and then train to work. When it comes to analysing the mode by purpose and more than one mode has been used, the stated mode should be the one used on the longest leg of the journey. Purpose choices should be work, on employer's business, educational attendance, escorting (e.g. to school, doctor's, etc), shopping, recreation/leisure, visiting friends and relatives, personal business.

November 2011

- Relevant peak hour movements – in the modelling and TA work the peaks have been assessed as a.m. peak = 8-9 o'clock and p.m. peak = 5-6 o'clock. However, the traffic data and diary surveys should be used to monitor whether this is the actual peak and the analysis methodology amended if necessary.
- Survey data (a) should be passed to Oxfordshire County Council 4 weeks after collection. The final form for surveys (b) will need to be agreed with Oxfordshire County Council staff prior to the monitoring period and after the survey the analysed results should be passed over within 12 weeks. County Council staff will have the right to ask to look at the raw data if there are any discrepancies. The agreed results will be past to local councillors, the GB and made available to the wider public on web sites.

APPENDIX 18

DATED _____ 201*

OXFORDSHIRE COUNTY COUNCIL

And

(OWNER)

-and-

(DEVELOPER)

-and-

(MORTGAGEE)

draft

Agreement relating to highway works at North West Bicester
Oxfordshire to be undertaken by Developer

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

Deleted: I:\qultacommissions\
31073 bicester eco
town\documents\278 may
2012.doc

THIS DEED is made on the _____ day of _____

Two Thousand and [_____]

BETWEEN:-

- (1) THE OXFORDSHIRE COUNTY COUNCIL ("the Council")
- (2) ("the Owner")
- (3) ("the Developer")
- [(4) _____ (company registration number _____) ("the Mortgagee")

1. **Interpretation**

In this Deed:-

- 1.1 "the 1980 Act" means the Highways Act 1980
- 1.2 "the 1990 Act" means the Town and Country Planning Act 1990
- 1.3 "As-Built Drawings" means detailed plans and drawings showing the Works in the form in which they have actually been executed and completed as required under Condition 31 of the Standard Conditions
- 1.4 "Certificate of Completion" means a certificate issued under Condition 28 of the Standard Conditions
- 1.5 "the Contribution (RTI)" means the sum of £8,909 Index-Linked
- 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

Deleted: I:\julia\commissions\31073 bicaster eco town\documents\278 may 2012.doc

highway authority or planning authority and any duly appointed employee or agent of the Council or such successor

- 1.7 "the Dedication Plan" means the plan marked 'B' (drawing number 7198/UA001881-03) annexed to this Deed or such other plan as the Owner [the Developer and the Mortgagee] and the Council agree should be substituted for it
- 1.8 "the Developer" means the said of/whose registered office is at and its successors in title and assigns]
- 1.9 "the Development" means the development at the Site of the exemplar phase of N W Bicester Eco-Town comprising 393 residential units and an energy centre (up to 400 square metres), means of access, car parking, landscape, amenity space and service infrastructure plus a nursery up to 350 square metres (use Class D2), community centre of up to 350 square metres (sui generis), 3 retail units of up to 770 square metres (including but not exclusively a convenience store a post office and a pharmacy (use Class A1), an eco business centre of up to 1,800 square metres (use Class B1), office accommodation of up to 1,100 square metres (use Class B1), an eco pub of up to 190 square metres (use Class A4) and a primary school 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

Deleted: 2

Deleted: I:\utils\commissions\31073 bicester eco town\documents\278 may 2012 doc

residential occupation by a single household and includes affordable housing

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

1.12 "including" means including without limitation and 'include' shall be construed accordingly

1.13 "Index-Linked" means adjusted according to any increase occurring between January 2011 and the date of payment to the Council in a composite index comprised of the following indices of the Monthly Bulletin of Indices Prices Adjustment Formulae for Construction Contracts (1990 Series) published on behalf of the Department of Business, Innovation and Skills 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 Owner/the Developer and the Council

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

Deleted: I:\julia\commissions\31073 bicaster eco town\documents\1s278 may 2012.doc

- Maintenance Costs (North Entrance Works) - £149,854 Index
Linked
- Maintenance Costs (South Entrance Works) - £132,024 Index
Linked
- Maintenance Costs (Footway/Cycleway Works) - £125,025
Index Linked
- Maintenance Costs (Bus Lay-by Works) - £13,765 Index
Linked
- Maintenance Costs (Bucknell Road/ Howes Lane Junction
Works) - £10,317 Index Linked
- Maintenance Costs(Lords Lane/Banbury Road Roundabout) -
£5,526 Index Linked

1.15 ["the Mortgagee" means the said _____ of/whose
registered office is at _____ and its
successors in title and assigns]

1.16 "the Off-Site Works" means such part of the Works (if any) as
is to be executed outside the Site

1.17 "the Owner" means the said _____ of/whose
registered office is at _____ and its
successors in title and assigns

1.18 "the Site" means the land at north west Bicester shown edged
in black on the Site Plan

1.19 "the Site Plan" means the plan marked "Plan A" annexed to this
Deed *use the same plan as for S106 agreement*

Deleted: I:\j\ta\commissions\31073 bicaster eco town\documents\278 may 2012.doc

1.20 "the Standard Conditions" means the Council's Standard Conditions for the Control of Highway Works in Conjunction with Development I (1999 Edition) a copy of which is annexed to this Deed save for the avoidance of doubt:

1.20.1 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

1.20.2 the approvals and consents and other requisite acts referred to in Condition 11 will include any traffic regulation order or any amendment of such an order and any consultation in respect of traffic measures such as crossings (to the intent that the Developer shall reimburse the Council for all costs incurred in connection with any such order/amendment order and consultation)

1.20.3 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 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

Deleted: I:\vital\commissions\31073 bicaster acc town\documents\278 may 2012.doc

- awarding the contract for the Works further to competition applying such impartial procurement procedures

1.20.4 Where the Works Include any cabling a Certificate of Completion shall not be issued until such cabling is fully operational with a power supply from Scottish and Southern Energy PLC or such other supply company as the Council may designate

1.21 "the Works" means the works specified in the Schedule comprising the following elements:-

- North Entrance Works
- South Entrance Works
- Footway/Cycleway Works
- Bus Lay-by Works
- Bucknell Road/Howes Lane Junction Works (Interim Measures)
- A4095 Lords Lane/B4100 Banbury Road Roundabout improvements

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

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

Deleted: I:\yula\commissionat
31073 bicaster eco
town\documents\1s276 may
2012.doc

- 1.23 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.24 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed
- 1.25 Where the context so requires:-
- 1.25.1 the singular includes the plural and vice versa
 - 1.25.2 the masculine includes the feminine and vice versa
 - 1.25.3 persons includes bodies corporate associations and partnerships and vice versa
- 1.26 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons
- 1.27 Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.28 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. Preliminary

- 2.1 The Owner is the owner of freehold of the Site registered with absolute title under title number [ON299238] subject to an Option in favour of the Developer (and/or a Charge in favour of the Mortgagee but otherwise) free from incumbrances as the Owner hereby warrants *[Is there any part of the site which is not registered under title number ON299238?]*

Deleted: I:\julia\commissions\31073 bicaster eco town\documents\278 may 2012.doc

- 2.2 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site
- 2.3 For the purposes of the 1980 Act, the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the highway authority and the traffic authority for certain highways in the area which includes the Site
- 2.4 It has been agreed by virtue of an agreement pursuant to inter alia Section 106 of the 1990 Act dated [Insert date] and made between Cherwell District Council (1) the Council (2) the Owner (3) and the Developer (4)) that the Development shall not be implemented prior to the completion of this Deed and that there shall be restrictions on the Development as follows:

Works	Restriction Works to be completed prior to
South Entrance Works	Implementation of the Development
North Entrance Works	First Occupation of the 50 th Dwelling to be occupied at Phase 1 and/or Phase 2 and Implementation of Phase 3 or Phase 4 (other than haul road and SUDS)
Footway/Cycleway Works Bus Lay-by Works A4095 Lords Lane/B4100 Banbury Road Improvements	First Occupation of any Dwelling
Bucknell Road/Howes Lane Junction (Interim Measures)	First Occupation of 50 Dwellings

- 2.5 The Off-Site Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act

Deleted: I:\julia\commissions\31073 bicaster eco town\documents\276 may 2012.doc

2.6 It has been agreed between the Owner/the Developer and the Council that in lieu of the Owner/the Developer paying the cost of the Off-Site Works the Off-Site Works should be executed by the Owner/the Developer 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 111 of the Local Government Act 1972 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner [the Developer and the Mortgagee] in respect of the Site and enforceable by the Council

3. **Covenants** *[adjust if Developer is a party]*

The Owner covenants with the Council:-

3.1 Not to commence any of the Works until it has paid to the Council a contribution of £4,500 Index Linked towards the cost of promoting the proposed speed limit order on the B4100 and of consulting on the proposed toucan crossings comprised in the Footway/Cycleway Works and not to commence the North Entrance Works until it has paid to the Council a contribution of £3,000 Index linked towards the costs of promoting the proposed oneway traffic regulation order for the lay-by AND these payments are without prejudice to the obligations on the Developer pursuant to Standard Condition 11 to pay all the costs of the Council in respect of the promotion of the proposed

Deleted: I:\julia\commission\31073 bicaster ecc low\documents\278 may 2012.doc

traffic regulation orders and the consultation on the proposed toucan crossings

- 3.2 To execute the Works entirely at its own expense and to the satisfaction of the Council
- 3.3 In executing the Works to observe and perform all the obligations which fall on "the Developer" under the Standard Conditions and which shall apply to each element of the Works
- 3.4 To complete all the Works no later than 31 December 2013 and to complete each element of the Works as specified below in column 1 in accordance with the timescales specified in column 2

Deleted: 30 April

Works	Maximum Duration of Works
North Entrance Works	3 months
South Entrance Works	3 months
Footway/Cycleway Works	3 months
Bus Lay-by Works	3 months
Bucknell Road/Howes Lane Junction (interim measures)	3 months
A4095 Lords Lane/B4100 Banbury Road Roundabout improvements	3 months

- 3.5 To pay the Maintenance Costs for 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 Maintenance Costs for it to the Council

Deleted: I:\utils\commissions\31073 bicaster eco town\documents\278 may 2012.doc

- 3.6 To pay the Contribution (RTI) on substantial completion of the Bus Lay-By works and not to apply for the Certificate of Completion for the Bus Lay-By Works until it has paid the Contribution (RTI) 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 at 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 To give the Council written notice of any disposal of an interest in the Site and of the name and address of the new owner and the date of the disposal within 14 days of such disposal

4. **Adoption as Highway**

4.1 On the issue of the 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 deem 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

Works	Dedication Area
North Entrance Works	As shown coloured brown on Drawing 7198/UA001881/03 (and marked A)
South Entrance Works	As shown coloured brown on Drawing 7198/UA001881/03 (and marked B)

Deleted: 2

Deleted: 2

Deleted: I:\utils\commissions\31073 bicaster eco town\documents\278 may 2012.doc

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

4.3 The Owner [and the Developer and the Mortgagee] consent to the noting of the provisions of clause 4 of this Deed on the register of title number ON299238

5. **Act Reasonably**

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

6. **The Mortgagee** In the event that the dedication area is revised further to clause 4.2 the Mortgagee agrees that any part of the dedication area which is subject to its charge shall be released from such charge on dedication pursuant to clause 4.1 and the Mortgagee will execute such further documentation as may be required to effect this

7. **Costs**

7.1 The Owner shall on completion of this Deed pay the reasonable legal costs of the Council in connection with the preparation and completion of this Deed The Owner will reimburse the Council in

Deleted: I:\julia\commissions\31073 bicaster eco town\documents\278 may 2012.doc

REPAID 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. Third Party Rights

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

9. Notice

Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Environment & Economy of the Council (Ref) Speedwell House Speedwell Street Oxford OX1 1NE or to such other person at such other address as the Council shall direct from time to time (and any notice or notification to be given to [] shall be sent to [] or to such other person at such address as the [] shall notify in writing to the Council from time to time

10. No Waiver

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

11. No Fetter

Nothing in this Deed shall prejudice or affect the rights powers duties

Deleted: I:\julia\commissions\31073 bicester ecc town\documents\278 may 2012.doc

and obligations of the Council in the exercise of its functions in any capacity

12. VAT

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

13. [Indemnity

The Developer hereby indemnifies the Owner in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to any breach by the Developer of its obligations and covenants under this Agreement]

14. Jurisdiction

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

15. Delivery

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

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

Deleted: I:\jula\commissions\31073 bicaster eco town\documents\278 may 2012.doc

SCHEDULE (HIGHWAY WORKS)

PART 1

(1) Principal Works

The provision and construction of the following works shown in principle on the plans specified below ("the Principal Works")

1. North Entrance Works

(in principle drawing 7206 UA001881 Issue 07)

Priority junction from the Site onto the B4100 incorporating a right turn lane, splitter island with tapers and lighting and alterations to the adjoining lay-by and these works include the proposal that the lay-by should become one-way.

2. South Entrance Works

(in principle drawing 7207 UA001881 Issue 06)

Priority junction from the Site onto the B4100 incorporating a right turn lane, splitter islands with tapers and lighting and these works include a proposed speed limit restriction on the B4100

3. Footway/Cycleway Works

(in principle drawing 7207 UA001881 Issue 06)

Provision of 3 metre wide shared footway and cycleway on the western side of the B4100 from the Southern Entrance Works to the proposed toucan crossing on B4100 – see below - and then along both sides of the B4100 to A41095/B4100/Banbury Road junction to link up to the existing footway/cycleway at that junction together with

Deleted: I:\jula\commission\31073 bicaster eco town\documents\278 may 2012.doc

a toucan crossing on the B4100 and a toucan crossing on the A4095 to the west of the junction

4. Bus Lay-By Works

(in principle drawing 7207 UA001881 Issue 06)

Bus lay-by on the western side of the B4100 to the north of the South Entrance Works together with associated footway works linking up to the South Entrance Works and to include

(a) sheltered sheffield stand cycle parking; and

(b) a bus shelter with seats of a design to be approved by the County Council and which accommodates the installation and operation of a real time information display unit at the shelter and associated works including ducting to accommodate the cabling for a real time information display unit with cabling to the junction where the sub-surface ducting connects to the 'riser' ducting at the shelter.

5. Bucknell Road/Howes Lane Junction Works (Interim Measures)

(in principle drawing 1011 UA001881 Issue 01)

Installation of mini roundabout with geometric improvements consisting of road widening

6. A4095 Lords Lane/B4100 Banbury Road Roundabout Improvements

(in principle drawing 1012 UA001881 Issue 01)

Geometric improvements to existing roundabout to consist of widening the eastern and northern arms (Southwold Lane and B4100) to incorporate 3 lane entries and widening the western arm (Lords Lane) to provide 2 wider 3.5 metre entry lanes.

Deleted: I:\qula\commissions\31073 bicaster eco town\documents\278 may 2012.doc

(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

Deleted: I:\julia\commissions\31073 bicaster eco town\documents\276 may 2012.doc

protection of the local environment and private and public rights and property in consequence of the Principal Works including:-

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

[STANDARD CONDITIONS]

Deleted: I:\yule\commissions\31073 bicester eco town\documents\278 may 2012.doc

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

County Solicitor/
Designated Officer

Execution by Owner and Developer and Mortgagee

Deleted: I:\qite\commissions\
31073 bicaster eco
town\documents\278 may
2012.doc

Current Form - but due for review

OXFORDSHIRE COUNTY COUNCIL

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

CONTENTS

- 1. Interpretation
- 2. Relationship with Agreement
- 3. Communications with the Council
- 4. Approvals etc, not to form Contracts
- 5. Council to act in Default or Emergency
- 6. Indemnity
- 7. Health and Safety
- 8. Submissions to the Council
- 9. Scheme of Works
- 10. Undertakers' Apparatus
- 11. Other Consents etc
- 12. Bond
- 13. Supervision Costs
- 14. Insurance
- 15. Approval of Contractors
- 16. Commencement of Works
- 17. No Work pending Approvals etc
- 18. General Conduct
- 19. Inspection of Site and Materials
- 20. Errors and Defects
- 21. Suspension of Work
- 22. Variations and Additions
- 23. Prevention of Noises, Disturbance etc
- 24. Protection of Highway
- 25. Safeguarding of Completed Work
- 26. Completion of Works
- 27. Clearance of Site
- 28. Completion Certificate
- 29. Dedication as Highway
- 30. Rights of Drainage
- 31. "As Built" Drawings
- 32. Remedying of Defects
- 33. Release of Bond

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

H Jones
 Director for Environment & Economy
 Speedwell House
 Speedwell Street
 Oxford
 OX1 1NE

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 (insurance 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 8% of the Bond subject to a minimum payment of £1,500

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 8(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.

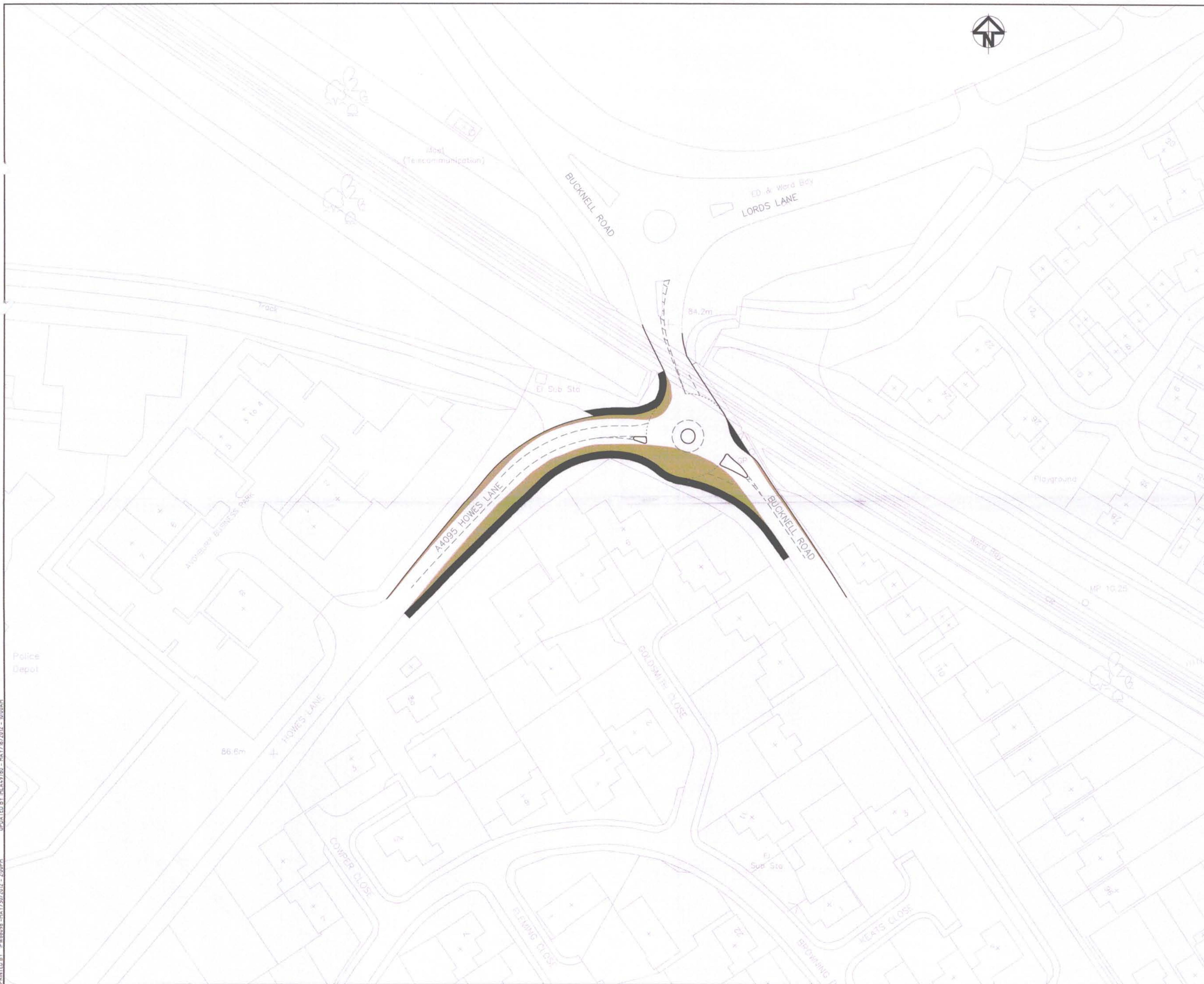
33. RELEASE OF BOND

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.

CAD FILE : K:\UA001881_BicesterEcoV-Reports\PRE-DETAILED DESIGN REPORTS\Transport\Assessment\Figures\CAD\1011-UA001881-UP2D-01-HOWES LANE BUCKNELL ROAD JUNCTION.dwg
 PRINTED BY : PM68098 -MAY/20/2012 - 2:00PM
 UPDATED BY : M.A.49780 - MAY/16/2012 - 10:00AM



KEY

- CARRIAGEWAY WIDENING
- FOOTWAY IMPROVEMENTS

This product includes mapping data sourced from Ordnance Survey © Crown copyright and/or database right 2010.

02	SECOND ISSUE	16/05/12
01	FIRST ISSUE	25/11/10
Issue	Description	Date

Status **DRAFT**

Scales	1:500	Author MLLEWELLIN
Original Size	A1	Checker S.A.DAVIES
Height Datum	0.S.	Approver S.A.DAVIES
Grid	0.S.	© Copyright reserved

Filename: 1011-UA001881-UP2D-01-HOWES LANE BUCKNELL ROAD JUNCTION.dwg

Client




Hyder Consulting (UK) Limited
 29, Bressenden Place
 London
 SW1E 5DZ
 Consulting Tel: +44 (0)870 000 3006
 Fax: +44 (0)870 000 3906

Project

BICESTER ECO DEVELOPMENT EXEMPLAR SITE

Title

HOWES LANE / BUCKNELL ROAD JUNCTION IMPROVEMENTS

Drawing No.	Project No.	Issue
1011	UA001881	01



KEY

- PROPOSED ADOPTABLE CARRIAGEWAY
- PROPOSED TRAFFIC ISLAND
- PROPOSED ADOPTABLE FOOTWAY (2.0m wide)
- PROPOSED ADOPTABLE COMBINED FOOTWAY/CYCLEWAY (3.0m wide)
- PROPOSED PAVED GATEWAY FEATURE (TO LANDSCAPE ARCHITECTS DETAILS)
- PROPOSED ADOPTABLE VERGE
- TRANSLOCATED HEDGE
- JUNCTION VISIBILITY SPLAY (4.5m x 120m)
- PROPOSED VERGE - WIDTH VARIES (600mm MIN TO ACHIEVE STOPPING DISTANCE OF 120m)
- LANDOWNER / HIGHWAY LAND BOUNDARY
- DEVELOPMENT / HIGHWAY LAND BOUNDARY
- STREET LIGHTING

NOTE
 JUNCTION TO BE LIT IN ACCORDANCE WITH OCC SPECIFICATIONS AND IN LINE WITH OCC CARBON FOOTPRINT LIGHTING PRACTICES. OCC TO PROVIDE SCHEME LIGHTING LAYOUT AND DETAILS.

- DO NOT SCALE FROM THIS DRAWING. USE FIGURED DIMENSIONS ONLY.
- ALL DRAWINGS TO BE CHECKED BY THE CONTRACTOR PRIOR TO CONSTRUCTION OR MANUFACTURE. ANY DISCREPANCIES TO BE REPORTED TO THE ENGINEER.
- ALL WORKS TO BE UNDERTAKEN IN ACCORDANCE WITH HDHW - SPECIFICATION FOR HIGHWAY WORKS, SEWERS FOR ADOPTION AND D.C.C. DETAILS AND SPECIFICATION.

HAZARD WARNINGS

- THE EXACT POSITION OF BURIED SERVICES SHALL BE CONFIRMED ON SITE PRIOR TO THE USE OF ANY MECHANICAL PLANT.
- WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH STATUTORY UNDERTAKER REQUIREMENTS.
- APPROPRIATE MEASURES SHOULD BE TAKEN FOR WORKING IN CLOSE PROXIMITY TO WATER.
- APPROPRIATE MEASURES SHOULD BE TAKEN FOR WORKING IN CLOSE PROXIMITY TO DEEP EXCAVATIONS.
- FOR MORE DETAILED INFORMATION PLEASE REFER TO THE DESIGNER'S HAZARD RECORD.
- EVERYDAY OR LOW RISK HAZARDS HAVE NOT BEEN INDICATED ON THIS DRAWING. NEITHER HAVE HAZARDS THAT SHOULD BE OBVIOUS TO A COMPETENT CONTRACTOR.
- IF ANY ADDITIONAL HAZARDS ARE IDENTIFIED THE CONTRACTOR SHOULD NOTIFY ALL THE RELEVANT PROJECT TEAM MEMBERS.

Issue	Description	Date
86	DESIGN UPDATED FOLLOWING OCC COMMENTS	20/04/12
85	DESIGN UPDATED FOLLOWING OCC COMMENTS	06/03/12
84	REVISED DESIGN	AUG 11
83	REVISED DESIGN FINALISED	JULY 11
82	DESIGN REVISED	JULY 11

Scale	1:500	Current Issue Signatures
Original Size	A0	Author: P. WILLIAMS
Height		Checker: M. PEARSON
Datum		Approver: S.A. DAVIES
Grid		Copyright reserved

Client: **azdominion**

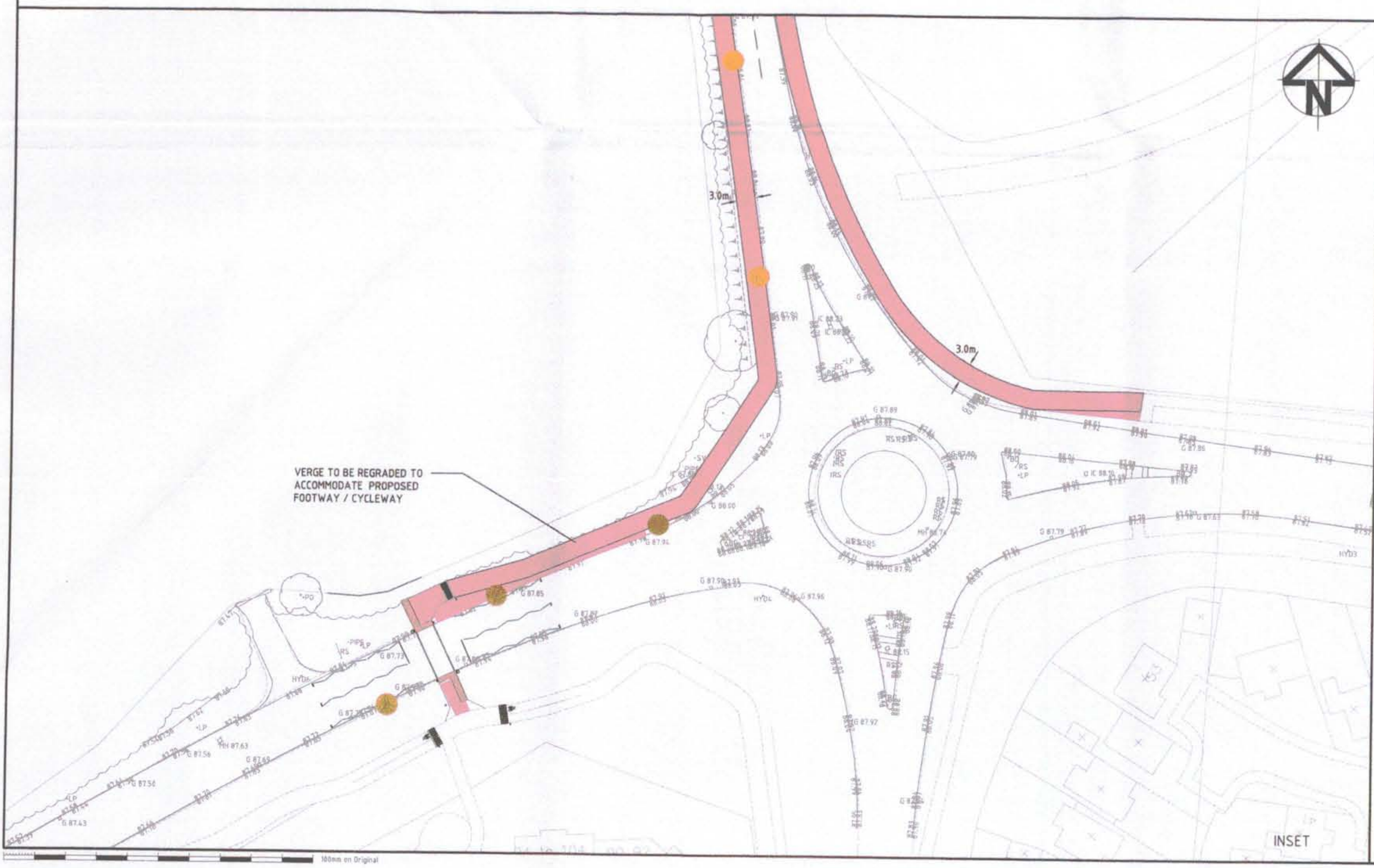
Hyder Consulting (UK) Limited
 29, Bressenden Place
 LONDON SW1E 5DZ

Consulting Tel: +44 (0)870 000 3008 Fax: +44 (0)870 000 3006

Project: **BICESTER ECO DEVELOPMENT**

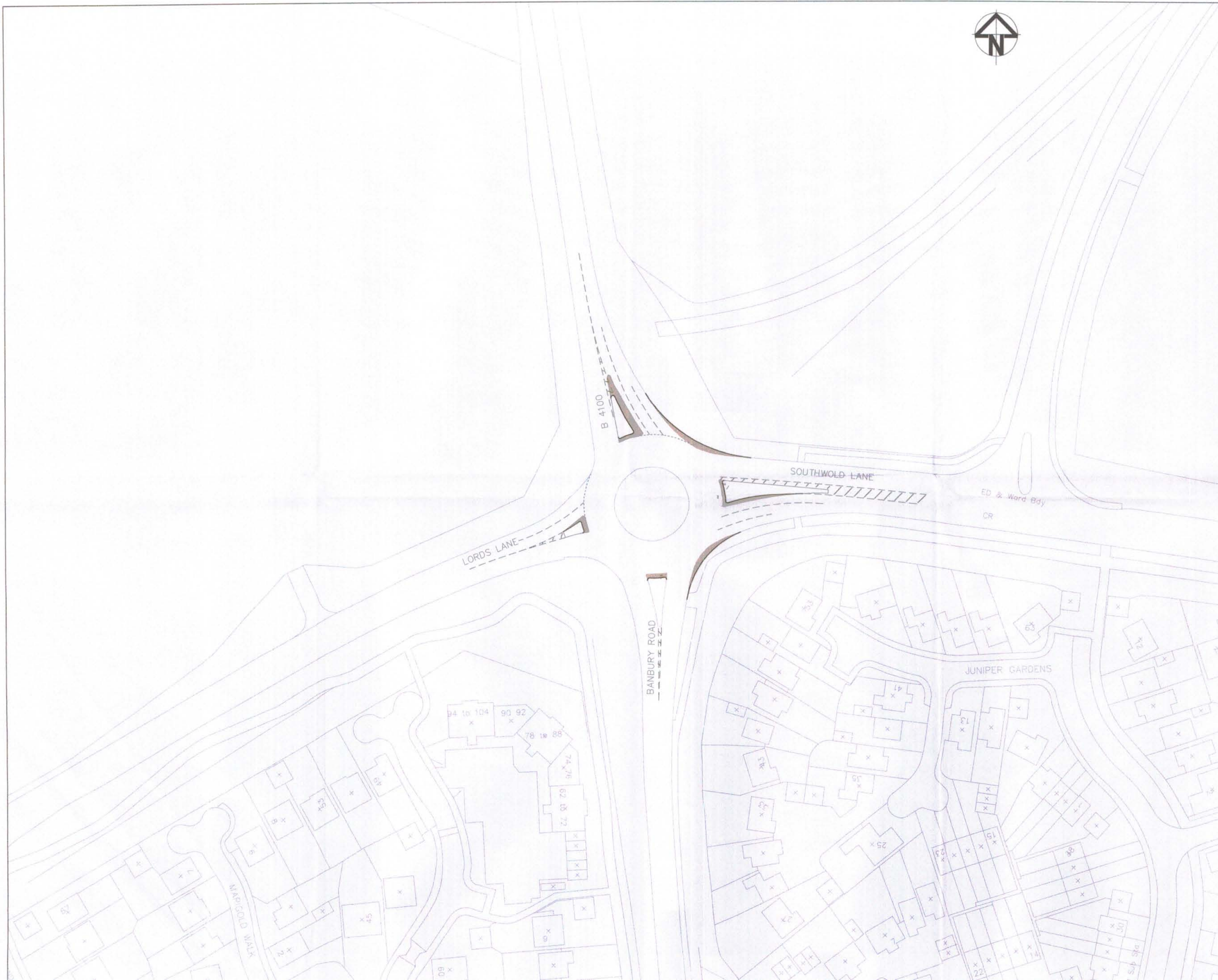
Title: **EXEMPLAR SITE (S278) SE ACCESS GENERAL ARRANGEMENT**

Drawing No: **7207** | Project No: **UA001881** | Issue: **06**



INSET

SEE INSET



KEY
 CARRIAGEWAY WIDENING

This product includes mapping data licensed from Ordnance Survey © Crown copyright and/or database right 2010.

02	SECOND ISSUE	16/05/12
01	FIRST ISSUE	25/11/10
Issue	Description	Date

Status **DRAFT**

Scales	1:500	Author MLLEWELLIN
Original Size	A1	Checker S.A.DAVES
Height Datum	O.S.	Approver S.A.DAVES
Grid	O.S.	© Copyright reserved

Filename: 102-0A00181-UP20-01-BANBURY ROAD ROUNDABOUT.DWG

Client

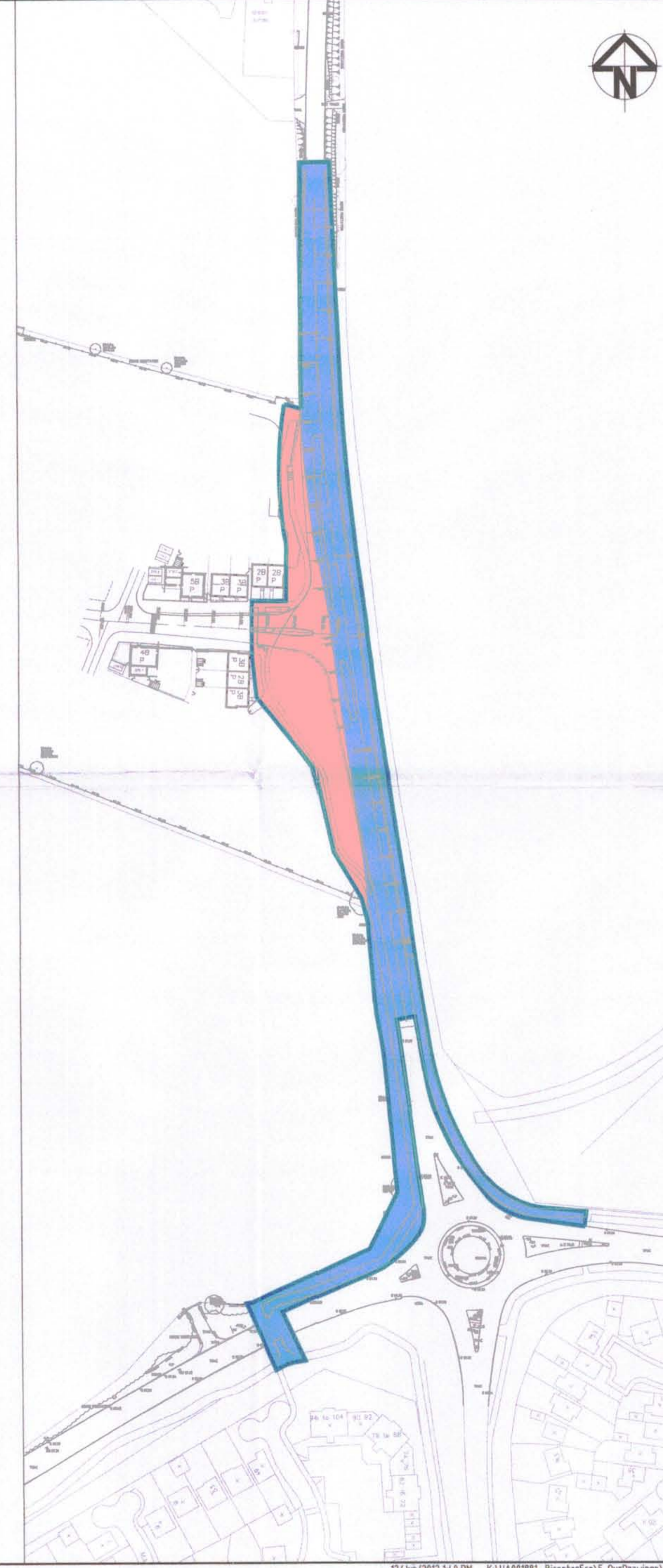



Hyder Consulting (UK) Limited
 29, Bressenden Place
 London
 SW1E 5DZ
 Tel: +44 (0)870 000 3006
 Fax: +44 (0)870 000 3908

Project
**BICESTER ECO
 DEVELOPMENT EXEMPLAR SITE**

Title
**BANBURY ROAD / LORDS LANE
 ROUNDABOUT IMPROVEMENTS**

Revision No. Date Issued Issue



KEY

- LAND IN THE OWNERSHIP OF DEVELOPER TO BE DEDICATED AS PUBLIC HIGHWAY TO OXFORDSHIRE COUNTY COUNCIL
- EXISTING LAND DEDICATED AS PUBLIC HIGHWAY
- EXTENT OF CARRIAGEWAY WORKS

03	LAND BOUNDARIES FOR BOTH JUNCTIONS REVISED	11/03/12
02	LAND BOUNDARY REVISED	06/03/12
01	FIRST ISSUE	18/08/11
Issue	Description	Date

Status: -

Scales	1:1000	Author MLLEWELLIN
Original Size	A1	Checker S.A.DAVIES
Height Datum	-	Approver
Grid	O.S.	© Copyright reserved

Filename: 7198-UA001881-UP21D-03-S278-LAND DEDICATION PLAN.DWG



Project

BICESTER ECO DEVELOPMENT EXEMPLAR SITE

Title

EXEMPLAR SITE SECTION 278 LAND DEDICATION PLAN

Drawing No.	Project No.	Issue
7198	UA001881	03

ACTION PLAN.dwg



- KEY**
- PROPOSED ADAPTABLE CARRIAGEWAY
 - PROPOSED TRAFFIC ISLAND
 - PROPOSED ADAPTABLE FOOTWAY/CYCLEWAY
 - PROPOSED PAVED GATEWAY FEATURE
 - PROPOSED ADAPTABLE VERGE
 - TRANSLOCATED HEDGE
 - JUNCTION VISIBILITY SPY (4.5m x 160m)
 - PROPOSED VERGE - WIDTH VARIES 1600mm MIN TO ACHIEVE STOPPING DISTANCE OF 120m
 - LANDOWNER / HIGHWAY LAND BOUNDARY
 - DEVELOPMENT / HIGHWAY LAND BOUNDARY
 - STREET LIGHTING

- NOTE:**
 JUNCTION TO BE LIT IN ACCORDANCE WITH OCC SPECIFICATIONS AND IN LINE WITH OCC CARBON FOOTPRINT LIGHTING PRACTICES. OCC TO PROVIDE SCHEME LIGHTING LAYOUT AND DETAILS
1. DO NOT SCALE FROM THIS DRAWING. USE FIGURED DIMENSIONS ONLY.
 2. ALL DRAWINGS TO BE CHECKED BY THE CONTRACTOR PRIOR TO CONSTRUCTION OR MANUFACTURE. ANY DISCREPANCIES TO BE REPORTED TO THE ENGINEER.
 3. ALL WORKS TO BE UNDERTAKEN IN ACCORDANCE WITH MCHW - SPECIFICATION FOR HIGHWAY WORKS, SEWERS FOR ADDITION AND D.C.C. DETAILS AND SPECIFICATION.



HAZARD WARNINGS

- THE EXACT POSITION OF BURIED SERVICES SHALL BE CONFIRMED ON SITE PRIOR TO THE USE OF ANY MECHANICAL PLANT
- WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH STATUTORY UNDERTAKER REQUIREMENTS
- APPROPRIATE MEASURES SHOULD BE TAKEN FOR WORKING IN CLOSE PROXIMITY TO WATER
- APPROPRIATE MEASURES SHOULD BE TAKEN FOR WORKING IN CLOSE PROXIMITY TO DEEP EXCAVATIONS
- FOR MORE DETAILED INFORMATION PLEASE REFER TO THE DESIGNERS H&S HAZARD RECORD.
- EVERYDAY OR LOW RISK HAZARDS HAVE NOT BEEN INDICATED ON THIS DRAWING. NEITHER HAVE HAZARDS THAT SHOULD BE OBVIOUS TO A COMPETENT CONTRACTOR.
- SHOULD ANY ADDITIONAL HAZARDS BE IDENTIFIED THE CONTRACTOR SHOULD NOTIFY ALL THE RELEVANT PROJECT TEAM MEMBERS.

Issue	Description	Date
07	DESIGN UPDATED FOLLOWING OCC COMMENTS	13/04/12
06	DESIGN UPDATED FOLLOWING OCC COMMENTS	06/03/12
05	FIELD RIGHT TURN ACCESS ADDED	26 SEPT 11
04	REVISED DESIGN	AUG 11
03	REVISED DESIGN FINILISED	JULY 11
02	DESIGN REVISID	JULY 11

Author	P. WILLIAMS
Checker	M. PEARSON
Approver	S.A. DAVIES

Grid: © Copyright reserved



Hyder Consulting (UK) Limited
 29, Bressenden Place
 London
 SW1E 5DZ

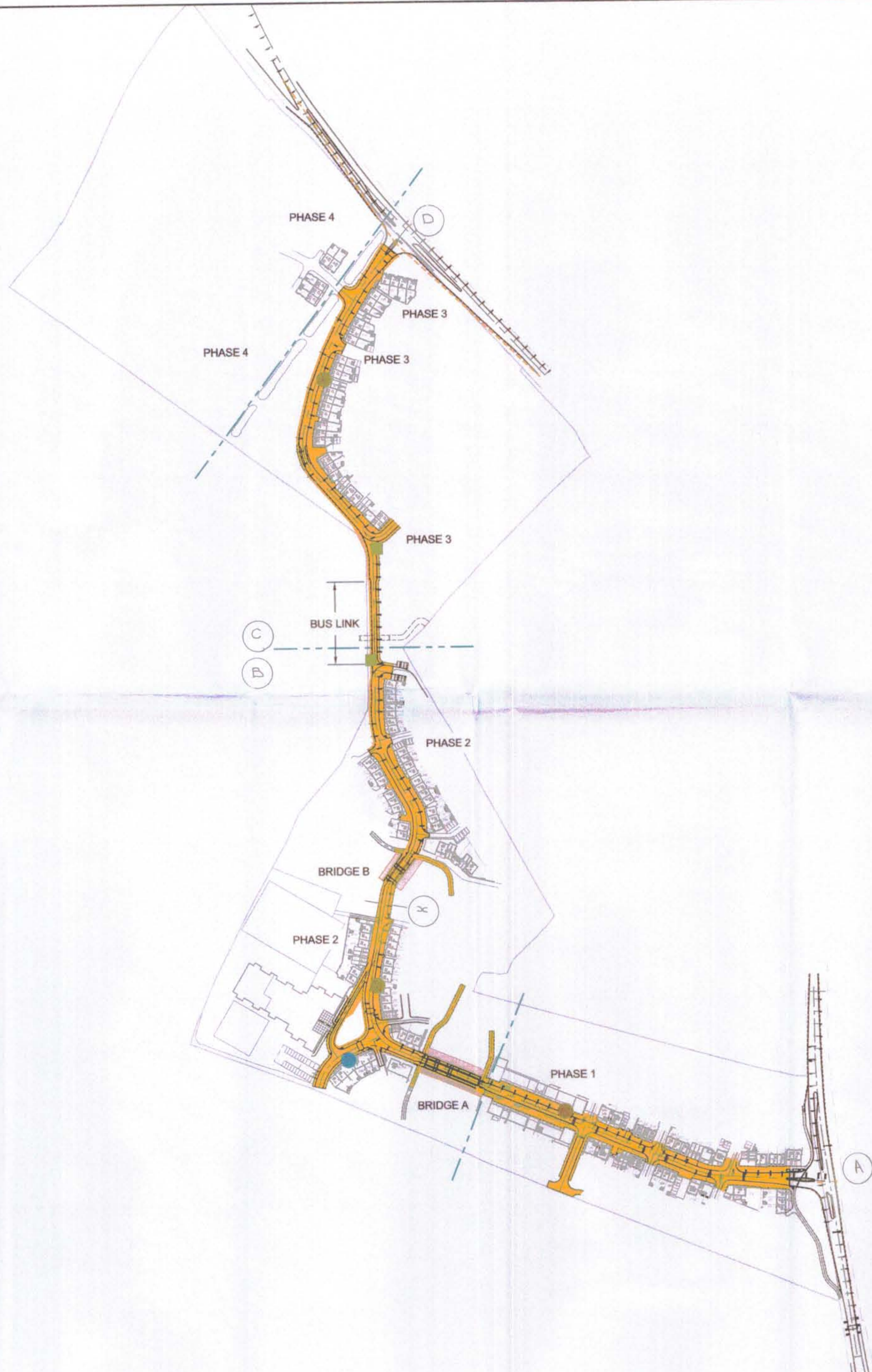
Consulting Tel: +44 (0)870 000 3008
 Fax: +44 (0)870 000 3008

Project
 BICESTER
 ECO DEVELOPMENT

Title
 EXEMPLAR SITE (S278)
 NW ACCESS
 GENERAL ARRANGEMENT

Drawing No. 7206 — Project No. UA001881 — Issue 07

APPENDIX 19



KEY

	BRIDGE/DRAINAGE EASEMENT (6m TOTAL WIDTH)
	BRIDGE EASEMENT (4m TOTAL WIDTH)
	HIGHWAY
	BUS STOP
	FUTURE BUS STOP
	ENFORCEMENT CAMERA
	SERVICES FOR SCHOOL

02	MINOR REVISIONS	28-05-12
01	FIRST ISSUE	16-05-12

1:2000	M.LLEWELLIN
A1	S.A. DAVIES
-	P.HARKER
O.S.	

101-026-02-SECTION 106 ON SITE WORKS



Hyder Consulting
 Hyder Consulting (UK) Limited
 29, Bressenden Place
 London
 SW1E 5DZ
 Tel: +44 (0)870 000 3006
 Fax: +44 (0)870 000 3906

BICESTER
 ECO DEVELOPMENT

EXEMPLAR SITE
 SECTION 106
 ON SITE WORKS



KEY	
	BRIDGE EASEMENT 6m TOTAL WIDTH
	BRIDGE EASEMENT 4m TOTAL WIDTH

02	MINOR REVISIONS	28-05-12
01	FIRST ISSUE	03-05-12

1:1000	M.LLEWELLYN
A1	S.A. DAVIES
-	P.HARKER
O.S.	

W1-025-040000000-02-BRIDGE EASEMENTS.DWG



 Hyder Consulting (UK) Limited
29, Bressenden Place
London
SW1E 5DZ
Consulting Tel: +44 (0)870 000 3006
Fax: +44 (0)870 000 3906

BICESTER
ECO DEVELOPMENT

EXEMPLAR SITE
BRIDGE EASEMENTS

APPENDIX 20

NOTE: at adoption will need to liaise with Legal Services to ensure requisite drainage easements in place

DATED _____ **20[]**

..

- and -

THE OXFORDSHIRE COUNTY COUNCIL

/draft/

AGREEMENT

**S38 (and S278) Highways Act 1980 (and
S106 Town and Country Planning Act 1990)
*Include mortgagee provisions if appropriate***

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

Deleted: I:\uhave\commissions\31
073 bicenter ecc
town\documents\planning\th
9.3.12 s38 template 20.3.12.doc

- 1.9. "the Engineer" means the Council's Director for Environment and Economy
- 1.10. "the Estate Highway Drains" means any part of the drainage system for the Roads which will be sited at the Land and which will not be encompassed within the boundaries of the Roads
- 1.11. "Health and Safety File" means a file prepared in accordance with the Construction (Design and Management) Regulations 2007 and including the As-Built Drawings
- 1.12. "Highway Works" means works on the existing public highway to be carried out in conjunction with the construction of the Roads as shown coloured [pink] on the Plan
- 1.13. "including" means including without limitation and 'include' shall be construed accordingly
- 1.14. "Index-Linked" means adjusted according to any increase occurring between _____ and the date of payment of the Commuted Sum in a composite Index comprised of the following indices of the Monthly Bulletin of Indices - Prices Adjustment Formulae for Construction Contracts (1990 Series) published on behalf of the Department of Business, Innovation and Skills 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 Owner and the Council

Deleted: C:\julia\commission\31073 bicaster eco town\documents\hoo\am\this 9.3.12 x3# template 30.3.12.doc

- 1.15. "the Land" means the land at
Oxfordshire shown edged red on the Plan
- 1.16. "Land Compensation Acts" means the Land Clauses
Consolidation Act 1945 the Land Compensation Act 1961
the Compulsory Purchase Act 1965 the Land
Compensation Act 1973 and the Planning and
Compensation Act 1991 and includes the Human Rights
Act 1998 and any statute enacted on a date on or after
the date of execution of this Agreement which confers a
right of compensation for the compulsory acquisition of
land and/or the diminution in value of land as a result of
the carrying out of or the use of public works
- 1.17. "the Owner" means the said (company
number) of/whose registered office is at
and their
successors in title and assigns
- 1.18. "the Plan" means the plan (drawing (s) number
) annexed to this Deed of Agreement
- 1.19. "the Planning Permission" means the planning permission
application reference []
- 1.20. "the Roads" means the carriageways footways
cycleways and verges margins and visibility splays which
are to be constructed on the Land and which are
coloured brown grey magenta and green respectively on
the Plan and including highways drains road gulleys
swales and soakaways and connections [and any off site
highway drainage] which are shown coloured blue on the
Plan any street lighting equipment which is shown
coloured red on the Plan [any other structures which are
shown outlined / coloured orange on the Annexed
Drawing [and all other things on the Land ancillary
thereto] *adjust as appropriate. Be careful not to include
anything which is not to become maintainable at public*

Deleted: f:\ultra\com\sub\over\31
02\ bicaster eco
town\documents\shoo\smiths
9.3.12 #38 template 30,3 12.doc

expense. [The Roads do not include any trees, shrubs or other vegetation save as expressly identified on the Plan as part of the Roads- for new projects the intention is that Plans specifically identify trees and the like which are to be within the adoption area]

- 1.21. "the Service Media" means all drains sewers pipes wires cables sewers and associated apparatus for the supply of water electricity gas heat radio television telephone and other audio visual and data signals and the disposal of foul and surface water
- 1.22. "the Specification" means the specification plans and sections approved by the Engineer which shall comply with the Council's conditions and technical specifications for the construction of roads in residential areas and shall include the provision of means for lighting the Roads in accordance with the Council's requirements
- 1.23. "Statutory Undertaker" means a body with a statutory right as defined in Section 105 (1) New Roads and Street Works Act 1991 to undertake street works as defined in that Act
- 1.24. "the Works" means the construction of the Roads and the Highway Works
- 1.25. Reference in this Agreement to fees for inspection of Works shall include fees for consideration of plans drawings and specification for the Works
- 1.26. Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply
- 1.27. Headings in this Agreement are for convenience only and shall not be taken into account in its construction and interpretation

~~Deleted~~ I:\julia\commissions\31
073 bicester eco
town\documents\shoo\smitta
9.3.12 s38 template 30.3.12.doc

- 1.28. References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement
- 1.29. Where the context so requires:-
 - 1.29.1. the singular includes the plural and vice versa
 - 1.29.2. the masculine includes the feminine and vice versa
 - 1.29.3. persons includes bodies corporate associations and partnerships and vice versa
- 1.30. Where a party comprises more than one person the obligations and liabilities on that party shall be joint and several obligations and liabilities of those persons
- 1.31. Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.32. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. Preliminary

- 2.1. The Owner is the owner of the freehold of the Land registered at the Land Registry with title absolute under title number [] free from incumbrances/ subject to [] as the Owner hereby warrants
- 2.2. For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Land
- 2.3. For the purposes of the 1980 Act the Council is the highway authority and the street works authority for certain highways in the area which includes the Land
- 2.4. The Owner intends to construct the Roads further to the Planning Permission and to dedicate them as highways

Deleted: I:\jfm\commissions\31
073 Bicester eco
town\documents\shoosmiths
9.3.12 v38 template 30.3.12.doc

- 2.5. The Council has agreed with the Owner that upon the Council being satisfied that the Roads have been constructed executed and carried out to the Council's satisfaction and in accordance with the Specification it will adopt the Roads as highways maintainable at the public expense
- 2.6. The Highway Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act and it has been agreed between the Owner and the Council that in lieu of the Owner paying the costs of the Highway Works the Highway Works should be executed by the Owner in conjunction with the Roads
- 2.7. This Deed of Agreement is made under Section 38 and Section 278 of the 1980 Act and Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the restriction in clause 7 is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner in respect of the Land and enforceable by the Council

3. **Preconditions to Commencing Works**

The Owner will not commence the Works until all the following have been satisfied:-

- 3.1. the certificate of approval of drawings has been issued by the Council
- 3.2. not less than 28 days prior notice in writing of intention to commence works has been given to the Engineer (provided always for the avoidance of doubt this notice is for the purpose of this agreement only and does not constitute notice for any other function of the Council)
- 3.3. guarantors satisfactory to the Council have entered into a Bond in the sum of [*(to be inserted)*] in such form as shall be approved by the Council guaranteeing the performance by the Owner of its obligations under this

Deleted: I:\j\j\ta\com\m\m\com\31
073 biceter ecc
town\documents\ah\oosm\ths
9.3.12 a38 template 30.3.12.doc

Agreement – Note: adapt for Spine Road Phase 1 so that applies separately to Stage 1 and Stage 2

- 3.4. the Owner has secured easements (in such form as shall have previously been approved by the Council) over any land in the ownership of a third party through which any part of the highway drainage system will pass or into which the system will discharge (the routes of such easements to be shown on the As-Built Drawings) and where applicable such easements have been registered at HM Land Registry and has secured all requisite consents for any discharge of highway drainage into a watercourse
- 3.5. insurance in accordance with clause 4.3 has been approved by the Council

4. Execution of Works

- 4.1. The Owner will execute the Works
 - 4.1.1. entirely at its own expense;
 - 4.1.2. in accordance with this Agreement and the Specification;
 - 4.1.3. to the satisfaction in all respects of the Engineer;
 - 4.1.4. with monitoring by the Engineer; and
 - 4.1.5. with all due diligence and in a good and workmanlike manner using only good quality materials and in accordance with all statutes, secondary legislation, national and governmental codes of practice, best practice guidelines and similar instruments
- 4.2. Without prejudice to the generality of clause 4.1 the Owner will in compliance with requirements of the Council erect lamp columns or wall/pole mounted brackets and fittings and other street lighting equipment as specified by the Engineer and arrange for the connection of the

Deleted: I:\julia\commissions\31073 bicaster scc
I:\julia\commissions\31073 bicaster scc
9.3.12 a38 template 30.3.12.doc

electricity supply so that the street lights are in working order to the satisfaction of the Engineer

- 4.3. The Owner will take out and maintain public liability insurance so as to cover the liability of the Owner and of its employees and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works throughout the execution of the Works until they are adopted as highway maintainable at public expense and the sum insured will be not less than £10million in respect of a single incident
- 4.4. The Owner will comply with the following additional obligations in carrying out the Highway Works:-
 - 4.4.1. The Owner will before undertaking works for connecting the Roads with any highway maintainable at the public expense give notice to each person board or authority being the Statutory Undertaker for the time being of any Service Media laid in upon or under such highway of the proposal to make such connection and will indemnify the Council in respect of the cost of any works or measures considered necessary by any Statutory Undertaker in consequence of the proposal to make such connection
 - 4.4.2. The Owner will carry out the Highway Works in accordance with a timetable which has been approved by the Council to the intent that the Highway Works are undertaken before or at the commencement of the Works
- 4.5. Prior to the commencement of the Works the Owner will provide suitable vehicle wheel cleaning apparatus on the Land and shall ensure that such apparatus is maintained in good and usable condition and used by all vehicles

Deleted: I:\julia\commissions\31
073 biceter ecc
town\documents\shoosmiths
9.3.12 s38 template 30.3.12.doc

immediately before leaving the Land to prevent mud or other materials being deposited on the adjoining existing highways

5. **Duration of Works and Extension of Time**

5.1. The Owner will complete the Works no later than [(to be agreed)]

5.2. Without prejudice to any other right or remedy of the Council, the Council may at any time permit an extension of time to complete the Works for such period of time as the Council shall in its discretion determine and the Owner shall pay within 14 days of demand such additional inspection fees (in addition to that provided for in clause 10.1) as is necessary to reimburse to the Council the additional cost incurred in inspecting the Works by reason of the grant of such extension of time

6. **Services**

6.1. The Owner will ensure that any Service Media to be laid under the Roads

6.1.1. are laid to the satisfaction of the Engineer in compliance with any requirements of the Engineer as to the laying position depth protective covering or other matter concerning any such apparatus and will afford all necessary facilities to enable the Engineer to satisfy himself that any requirements laid down by him have been observed and

6.1.2. are laid to the boundaries on either side of the Roads to points to be agreed with Engineer

AND that all such Service Media are so laid before the final surfacing of the Roads is carried out

6.2. The Owner will not at any time give consent to the erection by any electronic communications operator of telegraph or telephone poles on the Roads without the

Deleted: (\\julia\commissions\31073 bisester ecc\town\documents\whooosmiths\9.3.12 s38 template 30.3.12.doc

consent in writing of the Council first having been obtained

- 6.3. The Owner will not without having first secured a licence from the Council for the purpose discharge into the highway drainage system surface water from any part of the Land which does not form part of the Roads -
- 6.4. The Owner will not grant without the consent of the Council any wayleave easement or right which could not be executed or enjoyed without the consent of the Council if the Roads were highway maintainable at public expense
- 6.5. The Owner will secure without expense to the Council easements (in such form as shall have previously been approved by the Council) over any land in the ownership of a third party through which any part of the highway drainage system will pass or into which the system will discharge and secure all requisite consents for any highway drainage which discharges into a watercourse
- 6.6. The provisions of the Schedule will apply where there are or will be Estate Highway Drains

7. **Occupation**

The Owner will not permit or suffer any residential unit or other building fronting or near to the Roads to be occupied until it has completed the Works (except the final wearing course surfacing of the carriageway and footways) in accordance with this Agreement and there has been installed in accordance with the approved plans by a street lighting contractor approved by the Council the specified lamp columns or lanterns and other lighting equipment along the full distances of the Roads (between their junction with the existing public highway and those portions of the Roads fronting or adjacent to the residential unit or other building to be occupied furthest from the junctions of the Roads with the

Deleted: I:\julia\commissions\01
073 bicenter eco
town\documents\sharon\miba
9.3.12 s38 template 30.3.12.doc

existing public highway) and arrangements have been made with the distribution network operator so that it is in full operation

Note – adapt so that for first 50 Occupations on Phase 1

satisfactory if part of Spine Road Phase 1 fronting or near to relevant Dwellings and connecting to the highway has been completed

Formatted: Font: Italic

Formatted: Font: Italic

8. **Testing**

8.1. The Owner will at all times give to the agents and employees of the Council free access to every part of the Roads and permit them to inspect the same and all materials used or intended for use (which inspection may in the case of the highway drainage system include the use of close circuit television equipment) and if required by the Engineer to do so to uncover or open up any work to enable it to be inspected and if so required to remove any work or materials which are not in accordance with the Specification or which in the opinion of the Engineer are defective and at the Owner's own expense to re-execute any such work and substitute proper and suitable materials to the satisfaction of the Engineer

8.2. The Owner will [within 14 days of written demand] pay to the Council [on completion of this Agreement [] in respect of] the cost of any testing required by the Engineer in his discretion of materials used in connection with the Works

9. **Maintenance (General)**

Until the Roads become highways maintainable at the public expense the Owner will keep the whole of the Works in a good state of efficiency cleanliness and repair including but without limitation the cutting of grass verges and reinstate and make good any defects which shall or may appear arise or become manifest to the Engineer

Deleted: I:\julia\commission\01
073 bicenter eco
town\documents\shousmiths
9.3.12 s38 template 30.3.12.doc

10. Payment

- 10.1. The Owner will on the execution of this Agreement pay to the Council the sum of [(to be specified)] in respect of the inspection of the Works by the Council and in addition (and without prejudice to clause 10.4) the Council's legal charges and disbursements in connection with the preparation and completion of this Agreement
- 10.2. The Owner will pay the Commuted Sum to the Council prior to the issue of the Certificate of Adoption and not later than 10 months after the issue of the Certificate of Practical Completion
- 10.3. The Owner will pay on demand (or if later together with payment further to clause 10.2) to the Council the aggregate sum of £13 multiplied by the number of street lighting columns
- 10.4. In the event that any payment due to the Council pursuant to this Agreement is not paid by the due date then interest at 4% per annum above the base rate from time to time of Lloyds Banking Group Plc will be paid to the Council on the amount outstanding from the due date to the date of payment
- 10.5. The Owner will pay to the Council within 14 days of demand any costs incurred by the Council in the promotion of and where applicable making and implementing any orders that regulate traffic which the Council deems appropriate because of the Works and whether promoted, made or implemented before, during or after completion of the Works
- 10.6. The Owner will pay to the Council within 14 days of demand legal charges and disbursements incurred by the Council in connection with the consideration and where applicable completion of easements to be secured pursuant to clause 6.5 and exceptions and reservations

Deleted: I:\julia\commissions\31
073 bicaster coo
town\documents\shoomilth
9.3.12 s38 template 30.3.12.doc

and deeds of grant of easement and covenant further to the Schedule

11. Practical Completion

- 11.1. Upon the practical completion of the construction of the Roads in accordance with the preceding clauses of this Agreement the Engineer shall issue a Certificate of Practical Completion.
- 11.2. Within two months following the date of the Certificate of Practical Completion (or such longer period as the Council may in writing agree) the Owner will forward to the Council the Health and Safety File including As-Built Drawings together with certified copies of all easements secured pursuant to clause 6.5 and all consents obtained in accordance with clause 6.5
- 11.3. The Owner will remain the street manager for the purposes of the New Roads and Street Works Act 1991 (and as referred to in Section 49(4) of that Act) until such time as the Works become maintainable at the public expense and in this respect the Owner will appoint a supervisor qualified in accordance with the provisions of Section 67 New Roads and Street Works Act 1991 until the Works are adopted
- 11.4. If during the period of one year after the date of the Certificate of Practical Completion any defect or damage shall arise or occur in the Roads the Owner will at its own expense and within three months after notification in writing by the Council to the Owner of such defect or damage make good the same to the satisfaction of the Engineer and during such period of one year and during the period until such defect or damage is made good the Owner will maintain the Works in accordance with the terms of this Agreement

Deleted: I:\jules\commissions\31073\hicester eco town\documents\shoat\mths 9.3.12 x38 template 30.3.12.doc

12. Certificate of Final Completion and Adoption

12.1. At the end of the period of one year after the date of the Certificate of Practical Completion If the Engineer is satisfied that the Works have been properly maintained and repaired and that all defects (if any) have been remedied he shall issue a Certificate of Final Completion

12.2. The following are preconditions to adoption of the Roads:-

12.2.1. the Engineer has issued his Certificate of Final Completion

12.2.2. unless otherwise agreed by the Council the Owner has procured that an independent safety auditor approved by the Council has undertaken road safety audit stages 1, 2, 3 and 4 on the Works in accordance with H.D. 19/03 (Road Safety Audit volume 5: design manual for roads and bridges) and the Owner has carried out at its own expense all the major works identified in the Road Safety Audits to the satisfaction of the Council

12.2.3. all payments due further to this Agreement including the Commuted Sum and the payment referred to in clauses 10.3 have been made by the Owner to the Council

12.2.4. the Health and Safety File has been furnished to the Council with the As-Built Drawings

12.2.5. certified copy easements and consents required in accordance with clause 6.5 have been furnished to the Council and the Council is satisfied that where applicable the Owner will enter into a deed of grant as provided in paragraph 3 of the Schedule on the same day as and immediately following the adoption of the Roads

Deleted: I:\juls\commissions\31073 bicater coo town\documents\shoogmilla 9.3.12 s38 template 30.3.12.doc

- 12.2.6. in the opinion of the Engineer all construction vehicles have ceased to use the Roads
 - 12.2.7. the Roads connect directly to a public highway
 - 12.2.8. at least seventy-five per centum of the frontage to the Roads on which the Planning Permission plans show buildings to be erected has been developed by the erection of buildings
 - 12.2.9. any sewers constructed under the Roads under an agreement under Section 104 of the Water Industry Act 1991 have been certified as being adopted (unless the Council at its absolute discretion waives this requirement)
- 12.3. When the conditions set out in clause 12.2 are satisfied the Roads as shown on the As-Built Drawings shall by virtue of this Agreement be deemed to have been dedicated by the Owner as public highways (for all public highway purposes including use by mechanically propelled vehicles) and adopted by the Council as highways maintainable at the public expense and the Council shall issue a Certificate of Adoption the date of which shall be the specified date under Section 38(3) of the 1980 Act on which the Roads as shown on the As-Built Drawings shall become for the purposes of the 1980 Act highways maintainable at the public expense
- 12.4. The Council may at its discretion before the Works shall have been completed adopt any part of the Roads (the construction of which part shall have been completed and certified by the Engineer in manner specified above) if such part shall be not less than One hundred metres in length and shall connect directly with an existing vehicular highway maintainable at the public expense. On such adoption the relevant part of the Roads shall be deemed to have been dedicated by the Owner as public highway

Deleted: I:\julte\commissions\31
093 bicaster eco
town\documents\shoos\shib
9.3.12 v34 template 30.3.12.doc

- 12.5. The Owner consents to the noting of the provisions of clause 12.3 and clause 12.4 of (and the schedule to) this Agreement on the registers of Title No. []
- 12.6 If the Owner shall wish to use any section of the Works which under this Agreement has become a highway maintainable at the public expense with lorries or other heavy vehicles operated on behalf of the Owner in connection with road or building works carried out on the Land or on any adjoining land he shall first consult the Engineer and any such traffic shall in any event be deemed to be extraordinary traffic for the purposes of Section 59 of the 1980 Act and the Owner agrees to pay to the Council any additional cost of repair or maintenance as may be certified by the Engineer as being attributable to such extraordinary traffic due allowance being made for the ordinary cost of maintenance of such section of the highway by reason of normal wear and tear
- 12.7 The Owner will secure all requisite consents for street name plates (including replacement in a revised style) to be placed and retained on walls constructed at the Land and for painting/repairs to be undertaken to them.

13. **Default**

Without prejudice to any other right or remedy of the Council if the Owner fails to execute or complete the Works in accordance with the Owner's obligations under this Agreement the Council shall be entitled (but without any obligation so to do) after giving not less than 7 days notice to the Owner informing it of such failure to execute or complete the Works in default and a right of entry is hereby irrevocably granted to the Council for all such purposes and the Council may charge the Owner with the expenses of carrying out any such remedial works it undertakes such expenses being a debt due to the Council and recoverable

Deleted: I:\yute\commissions\11
073 bicenter eco
town\documents\shq\mills
9.3.12 r38 template 30.3.12.doc

by the Council by action or otherwise provided always that save in case of emergency the Council shall not give a default notice unless it has first afforded the Owner a reasonable opportunity (not exceeding 3 months) to remedy the failure

14. **Indemnity**

14.1. The Owner will indemnify the Council against:

Formatted: Indent: Hanging: 1.52 cm

14.1.1 all liabilities actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works except to the extent that they arise out of or are in consequence of any negligence of the Council

14.1.2 all liabilities actions claims charges costs demands and expenses under the Land Compensation Acts (and any regulations made thereunder) arising from or incidental to the use of the Works following upon the carrying out or completion of them or resulting from or incidental to the use of any other roads as altered on account of the Works

Formatted: Underline

Formatted: Indent: Left: 2.29 cm

14.2. Prior to the commencement of the Works the Owner will arrange for a noise survey and assessment to be undertaken by a noise expert approved by the Council in such manner and at such times and locations approved by the Council and a copy of the survey and assessment shall be given to the Council – *to be adjusted to accord with noise insulation regulation requirements*

15. **No Implied Warranty**

Nothing in this Agreement shall imply any obligation on the part of the Council to the Owner or any other person to ensure that the Works are properly constructed or absolve the Owner in any way from any liability or obligation on its part of under this Agreement or by statute or at common law

Deleted: I:\julia\commissions\31073 bicoster esp town\documents\ahocam\11\9.3.12 s38 template 30.3.12.doc

16. **Non-Fetter**

Nothing contained in this Agreement shall operate to take away or prejudice the right of the Council to exercise the powers conferred upon it by the private street works code in Part XI of the 1980 Act in respect of the Roads if the Owner or its successors or assigns shall fail to perform all or any of the obligations undertaken or imposed upon the Owner by this Agreement in the manner provided above

17. **Termination**

If the Owner shall fail to perform or observe any of the covenants and conditions on the part of the Owner contained in this Agreement or if the Owner shall go into liquidation voluntarily or otherwise except for the purpose of re-organisation amalgamation or reconstruction into a solvent company or if an administration order is made in respect of the Owner or a receiver or administrative receiver is appointed over all or any of the Owner's assets or if the Owner shall enter into a composition or arrangement with its creditors the Council may without prejudice to any of its rights claims or remedies against the Owner for any non-performance or non-observance terminate this Agreement by notice in writing signed by the proper officer of the Council

18. **Alienation**

18.1. The benefit of this Agreement may not be assigned by the Owner (without the prior consent of the Council which shall not be unreasonably withheld)

18.2. The Owner will give the Council written notice of any disposal of its interest in the Land or any part of it and of the name and address of the new owner and the date of the disposal within 14 days of such disposal **SAVE THAT** this shall not apply to a disposal of a residential unit for private occupation

19. **Act Reasonably**

Where a matter falls within the party's discretion that party shall

Deleted: I:\guita\commissions\31073 bicaster eco town\documents\laboonsmiths 9.3.12 s3A template 30.3.12.doc

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 Agreement without undue delay

20. **Rights of Third Parties**

Notwithstanding any other provision of this Agreement nothing in this Agreement confers or purports to confer any rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

Deleted: n

21. **No Waiver**

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

22. **Notice**

22.1. Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Environment and Economy of the Council (Ref) Speedwell House, Speedwell Street, Oxford OX1 1NE or to such other person at such other address as the Council shall direct from time to time

22.2. Any notice or notification to be given to the Owner under this Agreement shall be sent to [] at [] or to such other person at such address as the Owner shall notify to the Council in writing

23. **Jurisdiction**

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

24. **Delivery**

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

Deleted: I:\julia\commissions\37073\hixster.eco
I:\www\documents\shooknills
9.3.12\538 template 30.3.12.doc

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

Default: I:\jula\commissions\31
073 biceter ecc
town\documents\atoommths
9.3.12 s38 template 30.3.12.doc

- 2 There shall deemed to be inserted as clause 12.210 of this Agreement the following precondition to the adoption of the Roads: that there has been produced to the satisfaction of the Council evidence that any part of the Land which has been disposed of by the Owner and at which the whole or part of the Estate Highway Drains are sited is subject to exceptions and reservations/rights and covenants as provided in Parts 2 and 3 of this Schedule and that they have been noted at H M Land Registry on the title of the Property and the title to the Roads

- 3 The Owner will immediately on the issue of the Certificate of Adoption grant to the Council in fee simple with full title guarantee rights as specified in Part 2 of this Schedule for the benefit of the Highway and covenant as provided in Part 3 of this Schedule in respect of any part of the Land which is retained by the Owner and at which the whole or any part of the Estate Highway Drains are sited and the Owner will procure that any person with an interest in the Property joins in the Grant of Easement and Deed of Covenant in favour of the Council for the purpose of consenting to and confirming such Grant of Easement and Deed of Covenant and further the Owner shall in such Grant of Easement and Deed of Covenant consent to its noting on the registered title to the Property and procure the consent of all other persons whose consent will be necessary to effect such noting

Part 2 – Exceptions and reservations/rights

- 1 To use the Estate Highway Drains for the purpose of conveying surface water from the Highway

- 2 To maintain the Estate Highway Drains at the Property

- 3 To enter upon the Property with or without vehicles plant tools equipment and apparatus for the purpose of inspecting cleaning

Deleted: I:\julia\commissions\01
073 bioener eco
town\documents\11002\m11a
0_3_12 a58 template_30.3.12.doc

repairing maintaining renewing replacing (with the same or updated apparatus) or removing the Estate Highway Drains as may be necessary from time to time on prior reasonable notice except in case of emergency when no notice will be required

- 4 To open up the surface of the Strip for the purpose of carrying out any inspection cleaning repair maintenance renewal replacement or removal of the Estate Highway Drains as may be necessary from time to time subject to the person exercising such right causing as little damage as reasonably practicable to the Property and making good all damage caused

Part 3 - Covenants

- 1 Not to build or erect any building or structure whether a temporary or permanent nature upon the Strip
- 2 Not to plant any tree shrub or hedge in or on the Strip
- 3 Not to carry out mole ploughing or sub soiling drainage works at the Strip or otherwise carryout or omit at the Property anything which may damage or otherwise adversely affect or interfere with Estate Highway Drains

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

Director

Secretary

Deleted: (\\jw\commissions\31073 bicaster ego town\documents\shoosmiths 9.3.12 s38 template 30.3.12.doc

SIGNED AS A DEED by the said)

)

THE COMMON SEAL of THE)

OXFORDSHIRE COUNTY COUNCIL)

was affixed to this Deed)

in the presence of:-

County Solicitor
/Designated Officer

Deleted: I:\juls\commlions\31
073 bloester eco
town\documents\ghoosm\lth
9.3.12 s38 template 30.3.12.doc

APPENDIX 21

APPENDIX 22

**A car club for
NW Bicester Eco Development.**

November 2011



About Commonwheels

Commonwheels Community Interest Company (CIC) was established to establish a network of car clubs run under our 'social enterprise' model. Functioning with a different motivation to the commercial providers, and having adopted an innovative model and fresh approach to car clubs, Commonwheels aims to establish a network covering communities of all types and sizes across the UK.

Commonwheels is the product of a merger between Option C CIC and the original Commonwheels operation. The merger brings together a successful regional car club operator in the shape of Option C and the national development opportunities and strategic vision from Commonwheels. Both businesses have proven the viability of this creative approach to developing car clubs and the aim now is to generate interest and to secure sufficient resources in local communities to roll out the scheme across the country. Commonwheels aims to deploy 1000 Members' Cars in the next four years.

Commonwheels operates with three core values: Environmental Sustainability, the Value of Community and Social Justice. These are not merely indications of the organisation's goals but also define the manner of its operations and relationships.

Commonwheels will always seek to buy the lowest emission vehicles possible in any given situation. It will supplement the new cars acquired through its innovative *members' car* scheme which enables existing vehicles to be deployed in the owners own locality, thus spreading the service base more widely and into communities that would not otherwise benefit from the scheme.

The organisation has entered into agreements with other parties to ensure that the services are both reliable and affordable. The nature of a CIC as a social enterprise does not mean that standards will be lower than a comparable profit making organisation, but that any surpluses made will be re-invested in the business. In fact there are more stringent regulations pertaining to CICs than other types of company.

The Commonwheels team brings a combination of skills from the car club world, in terms of development and operations. This will be supplemented as required by additional locally based staff and volunteers to support and develop operations, and by other staff with regional and national roles.

Commonwheels holds full accreditation with Carplus, the required standards are attached. (NB In cases where members' cars are deployed, basic accreditation is secured, based on the age of the vehicles. All other criteria meet full accreditation levels.)

Commonwheels intends to make a difference to the way in which the car is used, to change perceptions and behaviours and thus to secure the range of benefits car clubs can bring to communities across the country

Benefits of a car club

Environmental Benefits

Research has shown that people who give up their car upon joining a car club reduce their car mileage by up to 60-70%. The reason for this reduction can be attributed to the more conscious choices car club members make about the method of transport they use for a journey. For instance, with the car on the drive, people automatically choose this option. The need to book a car stimulates people to look at other, often more economic public transport options. People who did not own a car before joining do not tend to alter their travel patterns greatly. With research indicating that between a fifth and half of all members giving up a car, the reduction of congestion and the associated environmental benefits, which can be directly attributed to the car club, can be significant.

Social Benefits

Whilst the primary aim of car clubs is to reduce car use, they also can have a positive impact on tackling issues of social exclusion. Those previously dependant on lifts and taxis would then be able to utilise the car club, if public transport is not an option. The social impact of reduced car ownership in neighbourhoods also has significant potential. The car dominates the streetscape of the UK, but a cultural shift towards car clubs may reduce this dominance and help create more sustainable neighbourhoods.

Health Benefits

By choosing not to own a car and joining a car club, members are also making a lifestyle change. The temptation to use the car for short journeys is removed, and walking becomes a much more significant mode of getting from A to B or to access public transport. The potential health benefits from joining a car club are therefore clear to see.

Financial Benefits for Members

It is generally felt amongst current operators from feedback, that by giving up their car, members could make considerable financial savings. This is therefore used as a powerful marketing tool for promoting the car club to new users.

Practicalities

Insurance

Provided by Co-operative Insurance Society, Commonwheels provide fully comprehensive vehicle insurance cover for business and leisure use (Usual insurance exclusions apply to the policy.)

The policy covers drivers over 18 who have held a full UK licence for at least 12 months; however drivers under 21 years of age must not have had any accidents or convictions and are subject to an excess of £500. Drivers aged 21 and over must have no more than two accidents and two convictions, and are subject to an excess of £250.

Telematics: on-line booking, smart card access and management information

The vehicles will be equipped with an embedded computer to control access and immobiliser functions. It records times, duration and distance. This system enables on-line and telephone booking, swipe card access to the vehicles, and has hands free telephone contact in emergencies.

Fuel

A fuel card is kept within each vehicle. It is the responsibility of each driver to fill the tank if the fuel level falls beneath 25% of capacity. The cost of fuel is included in the charges.

Cleaning and Maintenance

The vehicles will be regularly checked and cleaned, ensuring that they are both safe and pleasant to use. They are serviced at least as frequently as the manufacturer recommendations.

Accreditation

The Carplus Accreditation criteria are attached.

Costs and recommendations for NW Bicester Eco Development

The initial exemplar development would require the first car to be in situ at the first occupation to ensure that good practice is established at the outset. A second vehicle should be provided after twenty units are occupied to ensure that the scheme develops integrity and residents have confidence that a vehicle is available when required.

The second vehicle could be relocated within the initial development as required.

A further two additional vehicles should be made available at pre-agreed occupation levels, subject to consideration of levels of demand on the vehicles already deployed.

A four car scheme, based on two Ford Fiesta Econetic cars (98g/km) and two Citroen C1 Ev'le will cost in the region of 92k. (+VAT).

(72k up front, [staggered in line with deployment of vehicles] followed by £10k on each of the first two anniversaries of the car club launch)

These costs are indicative and based on costs as at November 2011. They include a £6k premium for each of the Citroens which will be adjusted depending on the final choice of vehicles.

Contact

For further information please contact

Phillip Igoe

0790 600594 / 0191 386 4545

philip@commonwheels.org.uk

Car Club Accreditation Criteria

**Full, Provisional and Basic
Standard Accreditation**

**V9
June 2011**

Car Club Accreditation Criteria

1. Developing Accreditation for a changing market

1.1 Basic Standard Accreditation

Smaller community-based car clubs have not previously required accreditation status or been able to meet the criteria, in particular the age of vehicles. A number of stakeholders have raised the issue to Carplus that it would nonetheless be useful for those clubs to prove and to have proof that they meet other minimum standards such as safety and service standards. Local authorities issuing tenders would still require full accreditation status but those providing small scale grants to community clubs and its members could have basic reassurances.

After consulting with the advisory group, the following criteria have been proposed in order to reach the "basic standard accreditation badge" from Carplus. The criteria have been chosen carefully to ensure they are realistic for this sector of car club operators to comply with and simple to administer whilst still being meaningful. They are designed to ensure a uniformity of basic standards whilst nurturing the growth of car clubs in the UK.

1.2 Location Specific Accreditation

Some operators with basic standard accreditation may wish to apply for full accreditation for certain locations where the local authority requires it for on-street bays. In this instance it may not be possible for all of the operator's locations to meet the criteria, specifically the minimum standard for car age. These revised criteria allow the local authority to specify what level of accreditation they require for that location and for the full badge to be awarded for that area.

1.3 Provisional Full Accreditation

Local authorities entering into agreements with operators need to have assurances that they can deliver what they claim, but at the same time, new entrants to the industry may wish to apply for tenders prior to having all operational elements in place. It is difficult for Carplus to give the necessary assurances without the applicant being actually operational and proving what they can deliver. Provisional full accreditation may now be especially important to encourage new entrants to the market outside of London.

It is proposed that the onus is placed upon the operator to provide a set of milestones leading up to a launch date with evidence at each stage they are achieved. If significant and repeated delays occur, provisional status will be removed until the programme is back on track.

2. Accreditation Scheme

The criteria for the basic standard and full accreditation are split into 4 sections; each section contains the requirements needed and a brief explanation of what is included and necessary. The four sections are:

- **Business requirements**
- **Service provision requirements**
- **Safety requirements**
- **Data collection requirements**

The differences between the basic standard and full accreditation are highlighted in each section. All other standards apply to both levels.

An application form is attached to be completed to gain accreditation. This includes a full list of supporting documentation required to be submitted with application.

To gain accreditation it will be necessary for an operator to achieve all the requirements in full. The accreditation process will require operators to apply annually for accreditation from Carplus.

A charge will be levied each year by Carplus to cover the cost of administering the scheme. The fee for the basic standard will be pro-rata to the scale of operation in order to be fair to small scale community groups. The table below illustrates the fees to be paid from 1 April 2011.

Carplus – Payment structure from April 1st 2011 for 2011/12

National	Membership	Accreditation Annual Fee	Annual car levy*
Not for Profit	£200	£500	£1 per car pa
Commercial	£300	£500	£1
1: up to 100 cars			
2: 100+	£300	£1000	£1
3: 500+	£300	£2000	£1
4: 1000+	£300	£4000	£1

A penalty charge of £50 may be made if substantial information is missing on application and a second appraisal is required. Price rises may be applied each year at the AGM. Each renewal year runs April to April regardless of when a club is approved. Pro-rata charges will be applied.

Maintaining standards

Principally, the standard of operators will be checked through a renewal of the accreditation status each year. Carplus reserves the right to randomly check the quality of service being provided by each operator. If operators do not maintain standards throughout the year then a process has been put in place.

1. Carplus will write to the operator detailing the areas which are thought to need improvement.
2. The operator has three months to challenge the claims and / or make necessary improvements.
3. If the standards are still not met after this time Carplus in conjunction with the relevant local authority or other key partners will look to remove the accreditation status.
4. If an operator has not paid the renewal fee due for the whole of the fleet by the 60th day after the renewal is due, the accreditation will be removed.

All information held by Carplus as a result of applying for accreditation is subject to the Data Protection Act and no company sensitive information will be disclosed to any other operator or third party.

1. Business Requirements

- 1.1 The operator must have a formal constitution and/or be a limited or public liability company

Car club operators will be required to show that they have a formal organisational structure in place. Limited companies must produce foundation documents and demonstrate that they have a formal management structure in place, such as a board of directors.

Other operators, such as not for profit organisations or community groups should have, as a minimum, a formally adopted, written constitution. These groups should also have an elected body that form an operational committee; these should include a Chair, Secretary, Treasurer as a minimum.

- 1.2 The operator must submit an annual report on application and renewal, unless they are not yet operational in which case they must submit a similar publicly available statement of how the club will be operated

In all cases the report should include details of current number of vehicles and members, pricing structures, location(s) of operation, and operational methods. Published audited accounts or management accounts for the previous year must also be submitted.

2. Service Provision Requirements

2.1 The operator must offer a pay-as-you-drive car club service

To be accredited the car club operator must provide a service that conforms to ALL of the criteria listed below. The car club must have:

- Prices which vary per mile AND/OR cost per time booked.
- Customers should pay according to a fixed price structure.
- Pricing must be available to customers at the time of booking and include all aspects of vehicle usage (e.g. insurance, tax, fuel etc).
- A recognised booking system (e.g. telephone and/or internet) accessible to all their customers.
- Vehicles available to be booked in hourly segments, for as little as one hour per booking
- Vehicles available to customers 24 hours a day, 7 days a week. This rule allows for block bookings by corporate members.
- A system by which the customer will not sign a new hire or rental agreement contract with each booking
- Vehicles which are accessible at the time of the booking commencing without assistance from a member of the car club staff
- Vehicles which are located within residential or commercial areas close to a cluster of members

2.2 All vehicles used must be under eight years old

Full accreditation requires that vehicles should be less than 4 years old to protect the image of car clubs as an attractive alternative to private ownership, and ensure the best quality, lowest emission vehicles are made available to customers. For the basic standard badge this is extended to 8 years to make allowances for reduced resources and lower utilisation and thus wear and tear.

2.3 Vehicles should be kept clean and tidy at all times

To protect the image of car clubs as a professional service, as seen by potential and actual customers, all vehicles available for use by customers should be kept clean and in good order. As part of the application for accreditation, operators must outline their checking procedures which should include cleaning and checking each vehicle:

- at least every two weeks for full accreditation
- or four weeks for basic standard
- or when a complaint is received, whichever is sooner.

2.4 Operators must be contactable by telephone

In order to deal with member's problems operators must be contactable by telephone between reasonable hours.

Full accreditation:

Ideally, 24 hours cover but a minimum of 7am to 10pm plus system to deal with out of hours queries as soon as possible via a 24 hour message retrieval system

Basic standard

From 8.30am to 6pm plus system to deal with out of hours queries as soon as possible via a 24 hour message retrieval system

In order to reduce the number of out of hours' queries systems should be put in place to deal with non-serious matters. Members should be informed of the procedure in the case of:

- A parking space being taken on return with the vehicle
- Not being able to access the vehicle
- A vehicle being returned late.
- Damage being discovered on the vehicle before driving
- A vehicle breaking down or being involved in an accident.

In order to demonstrate service and customer care standards each car club must provide membership to Carplus.

3. Safety Requirements

3.1 All vehicles available for hire must be covered by comprehensive insurance. This could include operators self insuring their vehicles.

To protect the safety of users and their property, to protect the safety of other road users, property and vehicles and to protect the operator, ALL vehicles must be covered by comprehensive insurance that protects against passenger injury, third party injury and damage to the vehicle being driven, regardless of who was at fault. (It is standard for policies not to compensate the driver for their injuries if they are at fault).

All insurance certificates and details of cover should be available to customers within 3 working days of the request being received.

3.2 Deposits (which should be fully refundable) and excess payments taken by the operators must not be unreasonable

To protect the operators from insurance excesses and unpaid penalty charges it may be necessary to request a deposit from the customer. In all cases the deposit must not be in excess of the excess required from the insurance broker. Members should be made aware of what excess will be payable in the event of an accident which is their fault.

All deposits must be returned to the customer within 60 days of termination of the service contract, any deductions must be itemised and supporting documentation and/or receipts provided.

3.3 All vehicles available for hire must be roadworthy and regularly serviced and maintained

To protect the customer's health and safety all vehicles offered for hire must comply with all national legislation regarding roadworthiness.

Manufacturers service requirements must be adhered to in full. All servicing should only be undertaken by a qualified mechanic and service history records kept up to date.

Regular maintenance checks should be undertaken by the operator to ensure compliance with legislation and the Highway Code. All maintenance checks should be recorded and any repairs or adjustments recorded.

3.4 All vehicles available for hire must be covered by a national breakdown and recovery programme.

To protect the customer's health and safety whilst driving the vehicle, all vehicles that an operator has available for hire must be covered by a national breakdown and recovery company (e.g. AA, RAC, ETA, Green Flag). This must offer roadside assistance, vehicle recovery and return to home for the customer.

3.5 All operators must provide a handbook to members on joining and in each vehicle

To ensure that members are aware of how to operate the vehicle and how to deal with emergencies and breakdowns, a handbook or pack of information must be available within the vehicle. This should include all telephone numbers that may be needed should any problem arise from hiring the vehicle.

3.6 All operators must have a complaints policy

Operators should have a procedure with which members can raise complaints which should be made available to members.

4. Data Collection

The criteria outlined below are those agreed with all operators and local authority representatives for those with full accreditation status. Carplus welcomes all basic standard operators to join in this process for the benefit of

themselves and their supporters. Carplus will provide the web system for the surveys for any operator to use.

One of the aims of this process is to avoid having different reporting requirements in different local authorities. This does not mean that local authorities cannot make additional requirements in their tenders but these should be avoided or kept to a minimum. Some aspects may be particularly commercially sensitive and hence may need to be disclosed directly without being included in this process. Secondly it should be noted that the data criteria will have to be reviewed annually and there will be an opportunity for revisions and additions at this point.

The data should be collated into the following reports.

1. An annual report to collate information on environmental impact and customer satisfaction. (October) Plus a rolling programme of surveys to joiners.
2. Monthly report on number of members* and cars broken down by town or London borough.
3. Operators Survey.

*A member is defined as

"Someone who has completed all the necessary procedures, and is currently authorised by the operator, to access and use a car"

A: Sample Survey for New Car Club Members

It would be great if you could take a few minutes to answer the following questions. In return, we would like to offer you an hours free driving – only put this in if extra funds are found or you wish to fund directly. The information will help national charity Carplus and Transport for London to gain a better understanding of how car clubs influence travel patterns, and may help in gaining support for putting more cars on street in the future. Many thanks.

1. Age (give drop down list: 24 or less; 25-29; 30-34; 35-39; 40-44; 45-49; 50-54; 55-59; 60+. NB Do not amalgamate categories or it will be hard to compare data collected with other sources)
2. Gender: Male/Female
3. (Supply answers to income level or occupation question if you ask one)
4. In which location have you joined the car club? (if you use more than one location, choose the most frequent) (offer drop down list. List London locations as 'London – Croydon'; 'London – Camden'; etc.)
5. How many cars did your household own before joining the car club?
6. How many cars does your household own now?

7. If you hadn't joined the car club, would you have bought a private car?
8. In the year before you joined the car club, on average, how often did you make a trip by each of these types of transport
(Please record a return journey as 2 trips)

	3 + times a week	1-2 times a week	Less than that but at least 1 per month	Less than that but at least 1 per year	No trips made
Ordinary bus (i.e. not express buses or coaches)					
Train					
Underground, Metro or other tram					
Private car					
Taxi or minicab					
Bicycle					
Walking for 20 minutes or more without stopping					

9. In the MONTH BEFORE JOINING, please give details about all the trips that you made as a CAR DRIVER.
(Please record a return journey as 2 trips)

	Type in the number of trips made (including an option for zero)
50 miles and over	
25 to under 50 miles	
10 to under 25 miles	
5 to under 10 miles	
Under 5 miles	

Household use of car club vehicles:miles

Household car 1: ... miles;

Household car 2:.... miles;

Other household cars:....miles.

(Give options: Zero; 1-500; 501-1000; 1001-2000; 2001-3000; 3001-4000; 4001-5000; 5001-6000; 6001-7000; 7001-8000; 8001-9000; 9001-10,000; 10,001-15,000; 15,001-20,000; 20,001+; Don't know.)

17. Typically, how often do you make a trip by each of these types of transport? (please count a return journey as 2 trips)

	3 + times per week	1-2 times per week	Less than that but at least 1 per month	Less than that but at least 1 per year	No trips made
Ordinary bus (i.e. not express buses or coaches)					
Train					
Underground, metro or other tram					
Car driver (either private or car club vehicle)					
Car passenger (either private or car club vehicle)					
Taxi or minicab					
Bicycle					
Walking for 20 minutes or more without stopping					

18. Did you make any trips as a car driver in the last MONTH? (Yes/No/Don't know)

19. If yes, in the last WEEK, please give details about all the trips you have made as a CAR DRIVER. Please include both private car and car club trips. (Please record a return journey as 2 trips. Please put zeros in the boxes if you did not make any car driver trips of this length).

e.g. if you want to visit friends at the weekend who live 60 miles away, please put '2' for this activity into the '50 miles or over' box, or if your work is 7 miles away, and you drive there and back 5 days a week, please include '10' trips for this activity in the '5 to under 10' miles category.

	Type in the number of trips
50 miles and over	

25 to under 50 miles	
10 to under 25 miles	
5 to under 10 miles	
Under 5 miles	

Carplus Survey - Operators data

In addition to the annual survey data, please can all operators supply:

Distance and trip frequency data: split into London and non London

1. Average distance travelled per car or van hire
2. A breakdown of the spread of different hire lengths: eg what percentage are 0-5miles / 6-10 miles etc.
3. The number of car or van hires per member per year
4. A breakdown of spread of different number of car or van hires eg: what percentage of members make 0-5 hires pa / 6-10 hires pa etc.
5. Average trip length in time
6. A breakdown of spread of different number of trip lengths eg: what percentage of members make 1 hour hires / 2 / 3 etc etc.

Triggers

1. Breakdown of reasons for leaving the car club
2. Breakdown of reasons for joining the car club? (if sufficient consensus on format add to standard survey)

NB – all data to be anonymised, and treated confidentially

APPENDIX 23

Electric Car Charging

A2Dominion will fit a supply to all on plot garages for the purpose of electric car charging. This will be a supply that is suitable to allow for the fast charge facility to be fitted.

A2Dominion will then fit free of charge a Chargemaster Home Charge or similar charging point within the garage to those residents requiring such a facility. This offer will be made available for 2 years after the property is first let or purchased.

Where residents don't have access to a garage a number of Chargemaster combicharge charging points will be fitted within the parking courts. These would utilise the unallocated parking spaces within the parking courts. It is envisaged that there will be one in each parking court where practical. Duct work will be installed to ensure that any residents will be able to fit a charging point within a reasonable distance to their parking bays / parking court garage. Again A2Dominion will make this offer available for 2 years.

Visitors charging points will be provided in dedicated parking bays within the highway. There would be a minimum of 3 per phase but this system would be extended if required as and when electric car usage increases.

Charging facilities will also be provided within the non-residential areas of the scheme.

A2Dominion would provide incentives to residents by setting up promotional events to promote the use of electric cars.

A2Dominion will have a marketing strategy that promotes electric car use with the sale of each home. This will provide details on cost, potential carbon savings and details of charging points outside the eco-town.

B: Sample Annual Survey for Existing Car Club Members

Annual Survey



It would be great if you could take a few minutes to answer the following questions. **In return, each member completing a survey will be entered into our Prize Draw, with the winner receiving 10 hours FREE DRIVING.** This information will help the national charity Carplus and Transport for London to gain a better understanding of how car clubs influence travel patterns, and may help in gaining support for putting more cars on the street in the future. Many thanks.

What is your car club membership number? [Note to operators: this question is not needed if you can collect this information automatically]

9. In which location have you joined the car club? (if you use more than one location, please choose the one where you use the vehicles most frequently) (Offer drop down list. List London locations as 'London – Croydon', 'London – Camden' etc.)
10. Which year did you join the car club? If in 2010, also in which month? [Note to operators. The "month" part of the question is so we can exclude people who joined in the last 6 months. If you can exclude these people from the members survey automatically, then this part of the question is not needed]
11. What is your overall satisfaction with the current service? (Very good / good / average / poor / very poor).
12. How many cars did your household own before joining the car club? (please include lease cars or company cars where appropriate) (if giving answer options, please use '0', '1', '2', '3', '4', '5 or more')
13. How many cars does your household own now? (please include lease cars or company cars where appropriate) (if giving answer options, please use '0', '1', '2', '3', '4', '5 or more')
14. If you hadn't joined the car club, would you have bought a private car? (Yes/No/Don't know)
15. Do you think that joining the car club has made it more or less likely that you will buy your own car (or another car) in the next few years?" (more likely, less likely, no effect, don't know)
16. For your car club use, and any cars that your household currently owns, what was the approximate mileage travelled ***in the last year?***"

APPENDIX 24

Bicester Car Parking Management plan.

As part of the travel plan for the exemplar phase of the Bicester eco-town 2 bed houses will have one allocated and one unallocated parking space where possible. As part of the sale or the letting of these houses the allocated parking space will be demised to that property and will be for the sole use of that resident. The unallocated spaces will be available for use by residents and their visitors within that particular area. These will fall into a number of categories and each will be dealt with as follows;

Gated Parking Courts

Within these areas the residents will have one allocated parking space and the remaining spaces will be available for general use by the residents that have access to the parking court and their visitors.

Off Plot garage Parking

Where there are garages off plot then the parking space in front of the garage will be demised to the resident with the garage and will not be unallocated.

Car Parking to Flats

Each flat will be allocated one parking space. There will be no unallocated spaces for the residents of the flats or their visitors.

Open Parking Courts

Within these areas one space will be allocated to each resident using the parking court. Then the other will be unallocated and be available for general use by the other residents of that parking court and their visitors. The unallocated spaces will be signed/marked to make it clear that these are for the use of all the residents within that parking court and their visitors. The unallocated spaces are not intended to be used by other residents on the Exemplar or general members of the public.

In Front of Property Parking

Where it is reasonable and practical an unallocated parking space will be provided. However, where it is not then both spaces will be allocated.

General

In the parking courts consideration will be given to how to clearly mark the allocated and unallocated spaces/areas for use by the residents and their visitors.

Car Club

A2Dominion have been working with Commonwheels to establish a car club on the exemplar site. This would consist of 4 low carbon vehicles (96g/km). This would eventually become one car for each phase but to aid the set-up of the car club the first phase will have 2 cars until the 2nd phase has been completed. A2Dominion would pay for the initial set up costs of the scheme estimated to be £85K and would work with Commonwheels to promote the scheme to the wider Bicester area.

A2Dominion would designate a visitors parking space on each phase that is in a prominent position and is easily accessible for the permanent use of the car club. A2Dominion would also pay for the road traffic orders required for each space.

APPENDIX 25

Hyder Consulting (UK) Limited
2212959
29, Bressenden Place
London
SW15 5DZ
Tel: +44 (0)870 000 3008
www.hyderconsulting.com



P3 Eco (Bicester) Limited & A2 Dominion Group NW Bicester Eco Development Final Travel Plan – Exemplar Site

Author Janice Hughes

Checker Geoff Webber

Approver Kathryn Kennell

Report No 1501-UA001881-UP23R-03

Final Issue Date November 2011

This report has been prepared for P3Eco & A2 Dominion Group in accordance with the terms and conditions of appointment for the preparation of a Travel Plan for the proposed NW Bicester Eco Development dated May 2010. Hyder Consulting (UK) Limited (2212959) cannot accept any responsibility for any use of or reliance on the contents of this report by any third party.

CONTENTS

1	Introduction	5
1.1	Background	5
1.2	The Site	5
1.3	Policy Context	5
1.4	Scope of this Report.....	7
1.5	Report Structure	8
2	Existing Situation	9
2.1	Existing Site Audit	9
2.2	Baseline Trip Patterns	9
2.3	Baseline Modal Share	15
2.4	Baseline Carbon Emissions.....	17
3	Development Proposals	19
3.1	Proposed Development.....	19
3.2	Sustainable Travel Measures	19
3.3	Baseline Anticipated Total Person Trips.....	20
4	Aims and Targets.....	22
4.1	Travel Plan Aims	22
4.2	Targets	22
5	Travel Plan Strategy and Measures	26
5.1	Introduction.....	26
5.2	Limiting the Need to Travel.....	26
5.3	Promoting Sustainable Travel Choices	27
5.4	Providing High Quality Public Transport.....	38
5.5	Providing High Quality Walking and Cycling Infrastructure	41
5.6	Impact of Measures	44
5.7	Impact Commentary	47
5.8	Conclusion.....	50
6	Management.....	51
6.1	Travel Plan Co-ordinator	51
6.2	Travel Plan Group	53
7	Monitoring and Review	55
7.1	Overview	55
7.2	Monitoring Timeframe	Error! Bookmark not defined.
7.3	Monitoring Mechanisms	59
7.4	Monitoring & Reporting.....	61
7.5	Remedial Actions	61
8	Action Plan.....	3