

DATED

28 July

2016

**CHERWELL DISTRICT COUNCIL**

**-and-**

**OXFORDSHIRE COUNTY COUNCIL**

**-and-**

**A2DOMINION DEVELOPMENTS LIMITED**

**SUPPLEMENTAL PLANNING OBLIGATION BY DEED OF AGREEMENT**

**under section 106A of the Town and Country Planning Act 1990 (as amended)  
and section 111 of the Local Government Act 1972 and section 1 of the  
Localism Act 2011  
relating to land at North West Bicester, Oxfordshire**

**Local Centre Application No. 15/00760/F**

**Kevin Lane**  
*Head of Law & Governance*  
*Cherwell District Council*  
*Bodicote House . Bodicote*  
*Banbury . Oxfordshire*  
*OX15 4AA*

DATE

28 July

2016

**PARTIES**

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury Oxfordshire OX15 4AA ("The District Council")
- (2) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND ("the County Council")
- (3) **A2DOMINION DEVELOPMENTS LIMITED** (company number 05585321) of The Point, 37 North Wharf Road, London W2 1BD ("the Owner")

**Introduction**

1. The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
2. The County Council is the county planning authority for the area in which the Site is situated and has sundry powers and duties in respect of the provision of education, library facilities, museums, waste disposal and social and health care and in respect of highways and the regulation of traffic.
3. By virtue of a Transfer dated 24 December 2013 the Owner has acquired the Site.
4. The Original Agreement was entered into by the District Council, the County Council, SGR (Bicester 1) Limited, SGR (Bicester 2) Limited and Home Farm Exemplar Limited.
5. The parties require this Deed to enable the variation of the Original Agreement to provide for some minor amendments as set out in the Local Centre Application.

**NOW THIS DEED WITNESSES AS FOLLOWS**

**OPERATIVE PART**

**1. Definitions:**

- 1.1 The definitions in the Original Agreement shall apply to this Deed in addition to the definitions set out below and the provisions as to construction contained in clause 2 of the Original Agreement shall apply to this Deed:

**“Local Centre Application”** means the planning application submitted by the Owner to the District Council which has been given reference number 15/00760/F which is part of the Bicester Eco Town Exemplar Site

**“Local Centre Permission”** means the planning permission to be issued by the District Council pursuant to the Local Centre Application

**“the Original Agreement”** the agreement made under section 106 of the Act and section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 dated 9 July 2012 made between (1) Cherwell District Council (2) Oxfordshire County Council (3) SGR (Bicester 1) Limited (4) SGR (Bicester 2) Limited and (5) Home Farm Exemplar Limited as varied by Supplemental Agreement dated 31 March 2014 between Cherwell District Council (1) Oxfordshire County Council (2) and A2Dominion Developments (2005) Limited (3)

## **2. Legal Basis**

- 2.1 This Deed is made under sections 106A of the Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 Except as varied by clause 3 of this Deed the Original Agreement shall remain in full force and effect.

## **3. Variations to the Original Agreement**

- 3.1 It is hereby agreed between the Council and the Owner that from the date of this Deed the Original Agreement is varied pursuant to section 106A of the Act as follows:
- 3.2 In the Eighth Schedule of the Original Agreement the definition of the Ancillary Retail Stores shall be deleted and replaced with the following words:
- “the Ancillary Retail Stores” means the provision of 5 retail units measuring not less than 444 square metres for a mixed use within use classes A1, A3 and A5 of Part 1 of Schedule 1 of the Town and Country Planning Act (Use Classes) Order 1987 or an equivalent class in any superseding Order to be provided on Site as part of the Development
- 3.3 In the Eighth Schedule of the Original Agreement the definition of the Community Hall shall be deleted and replaced with the following words:
- “the Community Hall” means a permanent building measuring not less than 523 square metres in size for community activities to be provided on Site as part of the Development and of a design which adheres to the Community Hall Specification.
- 3.4 In the Eighth Schedule of the Original Agreement the definition of the Nursery shall be deleted and replaced with the following words:

“the Nursery” means a permanent building measuring not less than 869 square metres in size for learning and/or educational and/or care facilities for children under five years old to be provided on Site as part of the Development.

3.5 In the Eighth Schedule of the Original Agreement the definition of the Offices shall be deleted and replaced with the following words:

“the Offices” means the provision of 4 commercial units measuring not less than 614 square metres for a mixed use within use classes A2, B1 and D1 of Part 1, Part 2 and Part 4 of Schedule 1 of the Town and Country Planning Act (Use Classes) Order 1987 or an equivalent class in any superseding Order to be provided on Site as part of the Development

3.6 In the Eighth Schedule of the Original Agreement the definition of the Public House shall be deleted and replaced with the following words:

“the Public House” means a permanent building for use as a public house measuring not less than 664 square metres in size to be provided on Site as part of the Development.

3.7 In the Eighth Schedule of the Original Agreement the definition of the Retail Store shall be deleted and replaced with the following words:

3.8

“the Retail Store” means a permanent building for use as a convenience store measuring not less than 503 square metres in size to be provided on Site as part of the Development.

**4. Local Land Charge**

This Deed shall be registered as a local land charge by the District Council

**5. Miscellaneous**

5.1 No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's functions).

5.2 The Owner will on completion of this Deed pay to the District Council and County Council its reasonable legal costs in connection with this Deed.

5.3 The parties hereby acknowledge and declare that the Local Centre Application is a Qualifying Application and the Local Centre Permission is a Qualifying Permission as defined in the Original Agreement for the purposes of this Deed.

**6. Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**7. Delivery**

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

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

(Execution of Agreement)

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



CDC  
19101

Authorised Signatory:

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



357/16

Authorised Signatory:

**THE COMMON SEAL OF  
A2DOMINION DEVELOPMENTS LIMITED**  
was affixed to this Deed in  
the presence of:-



2016  
14235

Authorised Signatory:

