

DATED

6<sup>th</sup> April

2020

**CHERWELL DISTRICT COUNCIL**

-and-

**OXFORDSHIRE COUNTY COUNCIL**

-and-

**ELGIN INVESTMENTS LLP**

-and-

**HEYFORD PARK ESTATE LIMITED**

**PLANNING OBLIGATION BY DEED OF AGREEMENT**

**under Section 106 of the Town and Country Planning Act 1990**

**relating to Land at Phase 9, Heyford Park, Upper Heyford, Oxfordshire**

*Law & Governance  
Cherwell District Council  
Bodicote House  
Bodicote  
Banbury  
Oxfordshire  
OX15 4AA*

**Cherwell**  
DISTRICT COUNCIL  
NORTH OXFORDSHIRE

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DATE

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**PARTIES**

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire OX15 4AA ("the District Council")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall, New Road, Oxford OX1 1ND ("the County Council")
- (3) **ELGIN INVESTMENTS LLP** (Company Number OC396232) whose registered office is at Heyford Park House, Heyford Park, Bicester, Oxfordshire OX25 5HD ("the First Owner")
- (4) **HEYFORD PARK ESTATE LIMITED** (Company Number 7973218) whose registered office is at Heyford Park House, Heyford Park, Bicester, Oxfordshire OX25 5HD ("the Second 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 local highway authority, the traffic authority, the county planning authority and the local education authority for the area in which the Site is situated.
3. The Owners are the freehold owners of the Site as set out in the First Schedule.
4. The First Owner has submitted the Application to the District Council and the District Council has resolved to grant planning permission for the Development subject to the prior completion of this Deed which is required to mitigate the impact of the Development.
5. Parts of the Site fall within the boundaries of the land bound by planning obligations entered into in connection with the development of land to the east of the Site and the securing of controls over land to the north of the Site which the District Council and County Council agree are no longer required to be secured against any part of the Site and have agreed to confirm the release of those areas from the previous liabilities as set out herein

**NOW THIS DEED WITNESSES AS FOLLOWS**

## **OPERATIVE PART**

### **1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"2011 Agreement"	the agreement dated 22 December 2011 made pursuant to section 106 of the Act between the District Council (1) the County Council (2) Upper Heyford GP Limited and Upper Heyford Nominee Limited (3) Dorchester Heyford Park GP Limited and Dorchester Heyford Park Nominee Limited (4) FREP 2 (Heyford Park) Limited (5) and Investec Bank PLC (6) as such agreement has subsequently been amended and supplemented by the agreements pursuant to section 106 and 106A of the Act dated: <ul style="list-style-type: none"><li>- 28 August 2012</li><li>- 27 June 2014</li><li>- 30 March 2016</li><li>- 8 May 2017</li><li>- 12 October 2017</li><li>- 21 March 2019</li><li>- 24 December 2019</li></ul>
"Act"	the Town and Country Planning Act 1990 (as amended)
"Allocation"	the land at Upper Heyford allocated for a mixed use development pursuant to Policy Villages 5: Former RAF Upper Heyford in the Cherwell Local Plan 2011 – 2031 Part One adopted 20 July 2015
"Application"	an application for full planning permission dated 5 December 2016 and submitted by the First Owner to the District Council for the Development and allocated reference number 16/02446/F

“County Contributions Bond”	means a bond from a reputable financial institution satisfactory to the County Council in the sum of £4,500,000 which guarantees the payment to the County Council of the County Contributions and in the form of or substantially in the form of the draft annexed at Appendix 1
“Construction”	the construction of any building forming part of the Development including footings or foundations and “Construct” and “Constructed” shall be construed accordingly
“County Contributions”	the contributions payable to the County Council pursuant to the Sixth Schedule
“Development”	the development of the Site with the erection of 296 residential dwellings (Use Class C3) comprising a mix of open market and affordable housing, together with associated works including provision of new and amended vehicular and pedestrian accesses, public open space, landscaping, utilities and infrastructure, and demolition of existing built structures and site clearance works as set out in the Application or as applicable Qualifying Application
“Dwelling”	a building (including a house flat or maisonette) constructed or proposed to be constructed on the Site pursuant to the Planning Permission or a Qualifying Permission or part of such building designed for residential occupation by a single household and including Affordable Housing (as defined in the Second Schedule)
“Heyford Park”	that land of which the Allocation forms part shown shaded blue on the plan attached to this deed at the Seventh Schedule marked Phase 9 Section 106 Plan

“Historic Agreements”	<p>the unilateral undertaking given by North Oxfordshire Consortium Limited (1) and Paragon Fleet Solutions Limited (2) to the District Council and the County Council dated 23 January 2009 as supplemented by:</p> <ul style="list-style-type: none"> <li>- the supplemental undertaking dated 13 November 2009</li> <li>- the supplemental agreement dated 7 June 2010</li> </ul>
“Implementation”	<p>the carrying out of any material operation (as defined in Section 56(4) of the Act) pursuant to the Planning Permission or a Qualifying Permission other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, temporary internal roads, the temporary display of site notices or advertisements and “Implement” “Implemented” and “Implementing” shall be construed accordingly</p>
“Interest”	<p>interest at 4% per annum above the base lending rate of Lloyds Bank plc from time to time</p>
“Occupation”	<p>occupation for the purposes permitted by the Planning Permission or a Qualifying Permission but not including occupation for the purpose of construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly</p>
“Owners”	<p>means together the First Owner and the Second Owner</p>
“Phase”	<p>a phase of the Development as shown on the Phasing Plan</p>

“Phasing Plan”	the plan depicting the phasing of the Development to be submitted pursuant to condition 3 of the Planning Permission
“Plan”	the plan attached to this Deed at the Seventh Schedule marked ‘Site Plan’
“Planning Permission”	the full planning permission subject to conditions to be granted by the District Council pursuant to the Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the Act
“Qualifying Application”	any application under Section 73 of the Act for the Development pursuant to the Planning Permission or a Qualifying Permission
“Qualifying Permission”	a planning permission issued pursuant to a Qualifying Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the Act
“Scheme”	<p>any of the following:</p> <ul style="list-style-type: none"> <li>• Affordable Housing Scheme as defined in the Second Schedule</li> <li>• Open Space and SUDS Scheme as defined in the Third Schedule</li> <li>• Play Areas Scheme as defined in the Third Schedule</li> <li>• the Public Art proposal pursuant to paragraph 11.1 of the Fourth Schedule</li> <li>• TEMP as defined in the Fourth Schedule</li> <li>• the scheme for provision of allotments which may be provided pursuant to the Fourth Schedule</li> </ul>
“the Site”	the land against which this Deed may be enforced as shown edged red for the purposes of

identification only on the Plan and as set out in the  
First Schedule

“Working Day” any day other than a Saturday, Sunday or any  
public holiday in England

## **2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 “Including” means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and “include” shall be construed accordingly.
- 2.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 Reference to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions and any duly



appointed employee or agent of the District Council and the County Council or such successor.

2.9 The headings and contents list are for reference only and shall not affect construction.

### **3. LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 278 of the Highways Act 1980 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the County Council as planning authorities against the Owners.

3.3 To the extent that any of the covenants restrictions and requirements contained in this Deed are not planning obligations within the terms of Section 106 of the Act they are entered into pursuant to Section 111 Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.

### **4. CONDITIONALITY**

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Implementation

save for the provisions of Clauses 5.2.2, 5.2.4, 5.2.5, 10 (excluding 10.2), 12, 13, 14.1, 17, 18 and 19 (County Contributions Bond, miscellaneous provisions, waiver, no fetter, change of ownership, data protection, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed.

### **5. OWNERS' COVENANTS**

5.1 The Owners covenant with the District Council as set out in the Second Third and Fourth Schedules.

5.2 The Owners covenant with the County Council

5.2.1 as set out in the Fifth and Sixth Schedules.

5.2.2 not to cause or permit Implementation until the County Contributions Bond has been provided to the County Council without any costs to the County Council

- 5.2.3 in the event that the County Contributions Bond is called upon by the County Council not to cause or permit further development of the Site or the Occupation of any Dwelling at the Site subsequent to the County Contributions Bond being called upon unless and until there has been delivered to the County Council a supplemental bond in a form approved by the County Council to the intent that the bond sum of the County Contributions Bond is restored to the amount the bond sum would have been under the County Contributions Bond had it not been called upon
- 5.2.4 that the Owners shall be liable for any breach of the provisions of the Sixth Schedule of this Deed that occurs after it has parted with the whole of its interest in the Site but prior to the delivery to the County Council without expense to the County Council of a County Contributions Bond guaranteeing the performance by a successor in title of the Owners of those provisions that have not been fulfilled.
- 5.2.5 to pay to the County Council the reasonable legal costs of the County Council in connection with the preparation and completion of any bond including any supplemental bond within 20 Working Days of demand.

## **6. DISTRICT COUNCIL'S COVENANTS**

- 6.1 The District Council covenants with the Owners to use all sums received from the Owners under the terms of the Fourth Schedule of this Deed for the purposes specified in the said Fourth Schedule or this clause 6 for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the District Council shall agree
- 6.2 The District Council covenants with the Owners that following written request from the person who made the relevant payment the District Council will repay to that person the balance (if any) of any payment made by that person to the District Council under the terms of the Fourth Schedule of this Deed in accordance with the provisions of this Deed which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law PROVIDED ALWAYS THAT no such request will be made prior to the expiry of ten years of the date of receipt by the District Council of such payment save where expressly provided to the contrary in the Fourth Schedule. Any contribution or part of a contribution which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the District Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph.

- 6.3 Where a contribution is paid to the District Council on behalf of or to be expended by a third party the District Council shall not make payment of the sum to the third party otherwise than on receipt of a written undertaking from that party to apply the monies for their intended purpose in accordance with this Deed and the District Council shall use reasonable endeavours to secure the return of any unspent or uncommitted monies that have been passed to persons/bodies other than the District Council.
- 6.4 The District Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid under the terms of the Fourth Schedule of this Deed upon a written request by the Owners such request not to be made more than once in any year.
- 6.5 At the written request of the Owners, the District Council shall provide written confirmation of the discharge of the obligations contained in the Second, Third and Fourth Schedules of this Deed when satisfied that such obligations have been performed.

## **7. COUNTY COUNCIL'S COVENANTS**

- 7.1 The County Council covenants with the Owners not to use the sums received from the Owners under the terms of the Sixth Schedule of this Deed other than for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the County Council shall agree
- 7.2 The County Council covenants with the Owners that following written request from the person who paid any County Contribution to the County Council further to the Sixth Schedule the County Council will repay to that person the balance(if any) of such County Contribution which has not been expended at the date of receipt of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law PROVIDED ALWAYS THAT no such request will be made prior to the expiry of ten years of the date of receipt by the County Council of the final instalment of such County Contribution or if later the expiry of ten years from the due date of payment to the County Council of the final instalment of such County Contribution. Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date. No commuted maintenance sums or monitoring payment will be returnable under this clause FURTHER PROVIDED THAT the County Council shall not be obliged pursuant to this paragraph to return monies that have been passed to persons/bodies other than the County Council

- 7.3 The County Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid under the terms of the Sixth Schedule of this Deed upon a written request by the Owners such request not to be made more than once in any year.
- 7.4 At the written request of the Owners, the County Council shall provide written confirmation of the discharge of the obligations contained in the Sixth Schedule of this Deed when satisfied that such obligations have been performed.

## **8. APPROVAL OF SCHEMES**

On submission of any Scheme to the District Council to secure approval of such Scheme in writing from the District Council the following approval procedures shall apply:

- 8.1 Within 40 Working Days of receipt of the said Scheme submitted pursuant to this Deed, the District Council shall either:
- 8.1.1 confirm in writing to the Owners that the said Scheme is considered to be a complete and final document that has secured the District Council's final approval; or
  - 8.1.2 set out to the Owners in writing the areas of the said Scheme requiring amendment in order to meet with the District Council's approval.
- 8.2 The Owners shall submit a revised Scheme within 40 Working Days of receipt of written comments by the District Council pursuant to Clause 8.1.2 and the procedures in Clause 8.1 shall apply to the revised Scheme.
- 8.3 In the event that the District Council do not respond within 40 Working Days in accordance with Clause 8.1, the said Scheme shall be deemed to have been approved by the District Council.

## **9. DETERMINATION OF DISPUTES**

- 9.1 In the event that a Scheme is rejected by the District Council pursuant to Clause 8.1.2 on at least two occasions OR the District Council issues at least two Defects Notices for any Facility pursuant to paragraphs 1 and 2 of the Third Schedule, the Owners may refer the said Scheme or Approval of a Facility to an independent expert as follows:
- 9.1.1 the expert shall be an independent Chartered Surveyor of at least 10 years standing, with expertise relevant to the Scheme or Approval of a Facility requiring determination, the identity of which shall be agreed between the Owners and the

District Council, and failing agreement shall be nominated by or on behalf of the President of the Royal Institute of Chartered Surveyors; and

9.1.2 the expert shall act as an expert and not as an arbitrator. The expert's decision shall be final and binding on the parties. The Owners and the District Council shall bear their own costs of the expert determination and the expert's costs shall be payable as determined by him/her. Following his/her appointment, the expert shall give the parties 20 Working Days to make written submissions and submit supporting material and then afford the parties a further 10 Working Days to make counter submissions. The expert must reach his/her decision and communicate it to the parties within 20 Working Days from submission of the counter submissions by the parties.

9.2 For the avoidance of doubt, Clause 9.1 shall only apply to the determination of a Scheme or Approval of a Facility and to no other matter within this Deed. PROVIDED THAT where there is a dispute between the Owners and the District Council in relation to another matter pursuant to this Deed the parties thereto will remit the matter for mediation wherever possible.

## **10. MISCELLANEOUS**

10.1 The Owners will on completion of this Deed pay:

10.1.1 to the District Council and the County Council their respective reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.

10.1.2 to the County Council the sum of £2,850, being the first tranche of the Owner's contribution towards the cost of monitoring and administration of this Deed by the County Council

10.2 The Owners will:

10.2.1 prior to Implementation, pay to the County Council the second tranche (being a further sum of £6,650) of the Owner's contribution towards the cost of monitoring and administration of this Deed by the County Council;

10.2.2 prior to Implementation, pay to the District Council the sum of One Thousand Five Hundred Pounds (£1,500) as a contribution towards the cost of monitoring and administration of this Deed;

10.2.3 reimburse the District Council in respect of its reasonable legal costs where land is transferred to the District Council pursuant to this Deed; and

- 10.3 The Owners will reimburse the District Council and the County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with the enforcement of any of the provisions in this Deed should the need for enforcement arise in the reasonable opinion of the District Council or the County Council.
- 10.4 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 or the County Council's functions).
- 10.5 This Deed shall be registrable as a local land charge by the District Council.
- 10.6 Where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed PROVIDED ALWAYS THAT where it is expressly provided that a matter will be in the absolute discretion of a party then such provision will prevail and subject always to the operation of Clause 8.
- 10.7 Any notice required to be given under this Deed shall be in writing and shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party, or as specified by notice or notification in writing to the other parties and shall be deemed to be delivered the second working day after posting and for the purpose of Elgin Investments LLP this address shall be Heyford Park House, Heyford Park, Bicester OX25 5HD .
- 10.8 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall note this in the Register of Local Land Charges in respect of this Deed.
- 10.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 10.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission and/or Qualifying Permissions shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) they are modified by any statutory procedure or expires prior to Implementation PROVIDED ALWAYS that the Planning Permission (or a Qualifying Permission) has not been Implemented.

10.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED ALWAYS THAT:

10.11.1 obligations to pay financial contributions shall be taken to relate to each and every part of the Site; and

10.11.2 the Owners shall be liable for any breach of the provisions of the Sixth Schedule of this Deed occurring after they have parted with the whole of their interest in the Site unless and until:

(a) there has been delivered to the County Council a deed of covenant duly executed as a deed by an owner of the freehold of a substantial part of the Site substantially in the form of the deed of covenant attached as Appendix 2 to this Deed and

(b) if Implementation has occurred (or in the event that Implementation has not occurred but the Owners have provided the County Contributions Bond) there has been delivered to the County Council without expense to it a suitable replacement County Contributions Bond guaranteeing the performance (by a successor in title of the Owners) of those provisions of the Sixth Schedule by the covenantor pursuant to the deed of covenant provided further to clause 10.11.2(a) and upon such delivery of a suitable replacement County Contributions Bond if a County Contributions Bond has previously been supplied further to clause 5.2.2 that previous bond shall thereupon be discharged and the provisions of this sub clause 10.11.2 shall apply (mutatis mutandis) to such successors in title and their successors

10.12 This Deed shall not be enforceable against individual owners occupiers or tenants of Dwellings constructed pursuant to the Planning Permission or a Qualifying Permission nor against those deriving title from them PROVIDED ALWAYS THAT this clause shall not apply to any provisions placing a restriction on Occupation of Dwellings.

10.13 This Deed shall not be enforceable against any public utility company or statutory undertaker having an interest in the Site for the sole purpose of providing utility services to the Site save for restrictions relating to works and/or use in respect of the part of the Site in which the public utility company or statutory undertaker has an interest

10.14 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission or a Qualifying Permission granted (whether or not on appeal) after the date of this Deed.

- 10.15 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities.
- 10.16 If the District Council consents pursuant to a Qualifying Application to any variation or release of any condition contained in the Planning Permission (or a previous Qualifying Permission) or if any such condition is varied or released following an appeal under section 78 of the Act the covenants and provisions of this Deed shall be deemed to bind the Qualifying Permission and to apply in equal terms to that Qualifying Permission save that where a different section 106 obligation is agreed by the District Council and/or County Council as being binding on any Qualifying Permission this obligation shall not apply to that permission if that separate section 106 obligation expressly states that it is in substitution for the obligations in this obligation.

## **11. DECLARATION AND RELEASE**

- 11.1 It is hereby agreed and declared by the parties hereto that from Implementation the Site shall be released from and shall no longer be bound by the obligations in the Historic Agreements to the extent such obligations have been triggered and remain to be discharged
- 11.2 It is hereby agreed and declared by the parties hereto that from Implementation that part of the Site shown shaded pink which comprised part of the 'Site' as defined in the 2011 Agreement and shaded yellow which comprised part of the 'Adjoining Land' as defined in the 2011 Agreement and shown on the plan at the Seventh Schedule marked 'Overlay Plan' shall be released from all obligations and covenants on the part of the 'Landowner' contained in the 2011 Agreement
- 11.3 It is hereby agreed and declared by the parties hereto that from the date hereof the parties agree and confirm that the proviso in clause 4.1.2 of the 2011 Agreement shall apply to both the Existing Leisure Facilities and the Existing Play Facilities such that both the Existing Leisure Facilities and the Existing Play Facilities were to be retained and maintained and made available for public use unless and until they or land in their vicinity are required for development such that it is not safe to allow continued use of the facility or the requirements were or are superseded by the obligations contained in Schedules 4 5 and 6 of the 2011 Agreement
- 11.4 Once the Portway Works Path has been delivered pursuant to paragraph 2 of the Fifth Schedule hereto and has been registered on the definitive map or become a highway maintainable at the public expense pursuant to the Highways Act 1980 the requirement to complete the Portway Works and the extension thereto on the Site (as required pursuant to Schedule 16 of the 2011 Agreement and defined therein) shall be deemed to be discharged and satisfied



## **12 WAIVER**

No waiver (whether expressed or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

## **13 NO FETTER**

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

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## **14 NOTIFICATIONS**

14.1 The Owners agree with the District Council and the County Council:

14.1.1 to give the District Council and separately the County Council written notice within ten Working Days of any change in ownership of any of interest in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation does not apply to:

14.1.1.1 the sale of individual Dwellings on the Development; or

14.1.1.2 any disposal of any part or parts of the Site to any public utility company or statutory undertaker for the sole purpose of providing utility services to the Site.

14.1.1.3 the charge of the Site or any part thereof to a mortgagee

14.1.2 to notify the District Council and separately the County Council in writing within ten Working Days of the occurrence of each of the following events and to specify in the notification the date on which it occurred:

14.1.2.1 Implementation

14.1.2.2 the Occupation of the first Dwelling

14.1.2.3 the Occupation of the 50<sup>th</sup> Dwelling

14.1.2.4 the Occupation of the 75<sup>th</sup> Dwelling

14.1.2.5 the Occupation of the 100<sup>th</sup> Dwelling

14.1.2.6 the Occupation of the 145<sup>th</sup> Dwelling

14.1.2.7 the Occupation of the 150<sup>th</sup> Dwelling

14.1.2.8 the Occupation of the 200<sup>th</sup> Dwelling

14.1.2.9 the Occupation of the 225<sup>th</sup> Dwelling

14.1.2.10 the Occupation of the 250<sup>th</sup> Dwelling

14.1.2.11 the Occupation of 30% of the Market Dwellings in each Phase

14.1.2.12 the Occupation of 50% of the Market Dwellings in each Phase

14.1.2.13 the Occupation of 60% of the Market Dwellings in each Phase

14.1.2.14 70% of the Occupations in each Phase

14.1.2.15 75% of the Occupations in each Phase

14.1.2.16 90% of the Occupations in each Phase

14.1.3 to notify the District Council and separately the County Council within ten Working Days of each of the usual quarter days (25 March, 24 June, 29 September and 25 December) the number of Dwellings on the Development which have been occupied on that quarter day and their addresses/plot numbers together with a plan showing plot numbers and the size of each Dwelling by reference to the number of bedrooms/study bedrooms comprised in it.

## **15 INTEREST**

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

## **16 VAT**

All works undertaken pursuant to and all payment made in accordance with the terms of this Deed shall be exclusive of value added tax and the Owners shall if value added tax becomes due pay to the District Council or as applicable the County Council any value added tax properly payable on any sums paid to the District Council or as applicable the County Council or works undertaken under this Deed upon presentation of an appropriate value added tax invoice addressed to the Owners.

## **17 DATA PROTECTION**

17.1 The parties to this Deed acknowledge and agree that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:

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

17.1.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000

## **18 JURISDICTION**

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

## **19 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.

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

## **FIRST SCHEDULE**

### **THE SITE**

Land at Heyford Park, Upper Heyford, Oxfordshire shown edged red on the Plan and part of the Site is registered at the Land Registry under Title Numbers ON315990 and ON315991 (whereby the First Owner, formerly known as Heyford Investments LLP, is the registered proprietor of the freehold of the land) and part of the Site is registered under Title Number ON307194 (whereby the Second Owner is the registered proprietor of the freehold of the land).

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## SECOND SCHEDULE

### AFFORDABLE HOUSING

#### Definitions

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

"Affordable Housing"	subsidised housing for sale or rent, for those whose needs are not met by the market, and which meets the definition in Annex 2 of the National Planning Policy Framework dated February 2019 (or as may be amended from time to time)
"Affordable Housing Dwellings"	those Dwellings on the Development that are Affordable Housing and that shall comprise 89 (eighty nine) of the total number of Dwellings on the Development
"Affordable Housing Scheme"	<p>a written scheme submitted to and agreed by the District Council pursuant to paragraph 2.1 of this Schedule which sets out:</p> <ol style="list-style-type: none"><li>1. confirmation of the locations, type and tenures of each of the Affordable Housing Dwellings in accordance with the Planning Permission or Qualifying Permission which tenures shall reflect the Affordable Housing Tenure Mix; and</li><li>2. confirmation of the Affordable Housing Standards for the Affordable Housing Dwellings</li></ol> <p>provided that such scheme may be varied from time to time by written agreement between the Owners and the District Council or as shall be allowed by the Planning Permission or any Qualifying Permission</p>

"Affordable Housing Site"

that part or parts of the Site or any building(s) on the Site upon or within which there will be provided Affordable Housing Dwellings together with full rights of access to each Affordable Housing Site and the provision of all necessary Infrastructure and connections thereto and the necessary installations thereof for the Affordable Housing Dwellings to be constructed on the Affordable Housing Site

"Affordable Housing Standards"

the design criteria with which the Affordable Housing shall comply, namely:

- 50% of the Affordable Rented Housing to comply with Building Regulations 2010 Part M4(2) Category 2: Accessible and adaptable dwellings;
- the Intermediate Housing shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings;
- the Affordable Rented Housing shall be constructed to Design and Quality Standards published by the Housing Corporation in April 2007 with the exception of the Code for Sustainable Homes;
- the Intermediate Housing shall be constructed to the same standard as the Market Dwellings; and
- one of the Affordable Housing Dwellings to be provided as fully wheelchair accessible and built in accordance with Building Regulations Optional Requirement M4(3) Category 3: Wheelchair user dwellings

"Affordable Housing Tenure Mix"

the mix of tenure types of the Affordable Housing Dwellings which shall be:

Affordable Rented Housing:

22 x 1 bed flats/maisonettes

12 x 2 bed flats/maisonettes

4 x 2 bed houses

20 x 3 bed houses

4 x 4 bed houses

Intermediate Housing:

17 x 2 bed flats/maisonettes

10 x 3 bed houses

or such other tenure mix as may be agreed between the Owners and the District Council pursuant to the Affordable Housing Scheme or otherwise from time to time or as shall be allowed by the Planning Permission or any Qualifying Permission

“Affordable Rented Housing”

rented housing provided by the Registered Provider to households who are eligible for social rented housing and which is not subject to the national rent regime but in line with the District Council’s tenancy strategy, the rents will be no more than the lower of either 80% of local market rent (including service charge) or the relevant Local Housing Allowance rate in force at the time the property is advertised for letting

“Allocations Scheme”

the District Council’s allocation policy from time to time which determines the District Council’s priorities and procedures when allocating accommodation in accordance with the requirements of Section 166A of the Housing Act 1996 (and any amendment, re-enactment or successor provision)

“Chargee”

any mortgagee or chargee of the Registered Provider of the Affordable Housing Site or any part of it and includes any receiver or manager or administrator (including a housing administrator (howsoever appointed) and any receiver appointed pursuant to the Law of Property Act 1925) or any person appointed under any security documentation to enable such mortgagee or chargee to realise its security

“Help to Buy Agent”

that organisation which is appointed by the RSH to assess eligibility for and market low cost home ownership products

“Infrastructure”

in relation to the Affordable Housing Site:

- roads and footpaths to serve the Affordable Housing Site
- temporary services for contractors and a haul road for the use of contractors;
- adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Affordable Housing Site;
- pipes sewers and channels sufficient to serve the Affordable Housing Site;
- spur connections to agreed inverts (to be available at a time or times to be agreed with the Registered Provider) from the Owners' foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Site such spur connections to be to a specification agreed with the Registered Provider;

and the following services:

- a standard fire hydrant supply and fire hydrants in the public highway in positions to be agreed with the Registered Provider;
- a water supply connection from the mains (size and termination position to be agreed with the Registered Provider);
- an electricity supply (size and termination position to be agreed with the Registered Provider);
- a gas supply (size and termination position to be agreed with the Registered Provider) (should it be required for the Affordable Housing Dwellings)
- a telephone spur (terminating in a junction box at a location agreed with the Registered Provider);



- if digital communication systems (for example cable television or fibre optic broadband) are provided on the Development to provide a connection to the Affordable Housing Site (final locations to be agreed with the Registered Provider);
- landscaping on the Affordable Housing Site in accordance with the Planning Permission or a Qualifying Permission

"Intermediate Housing"

Affordable Housing Dwellings to be provided at a cost above social rent but below their value as Market Dwellings for sale or for rent which meet the criteria set out in Annex 2 of the National Planning Policy Framework dated February 2019 (or as may be amended from time to time) including shared equity (equity loans), starter homes, discounted market sale housing, Shared Ownership Housing or other low cost homes for sale as may be agreed between the District Council, the Owners and the Registered Provider

"Local Housing Allowance"

the rates used to calculate housing benefit for tenants renting from private landlords in the local area as determined by the Valuation Office Agency

"Market Dwellings"

those Dwellings which are general market housing for sale on the open market and which are not Affordable Housing

"Mortgage Land"

the Affordable Housing Site or any part of it which is mortgaged or charged to the Chargee

"Nominations Agreement"

an agreement or agreements which shall be agreed and entered into between the District Council and the Registered Provider, both parties acting reasonably, in relation to the Affordable Housing Dwellings on the Site and which shall guide in conjunction with the Allocations Scheme those

persons eligible to be nominated to the Affordable Housing Dwellings

“Qualifying Persons”

in relation to the Affordable Rented Housing, those persons who are assessed by the District Council under their current Allocations Scheme and are nominated to an Affordable Housing Dwelling in accordance with the Allocations Scheme and the Nominations Agreement

“Registered Provider”

Heyford Regeneration Limited or an alternative provider of affordable housing which is designated in the register maintained by the RSH or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 which is EITHER on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and has been approved in writing by the District Council

“RSH”

the Regulator of Social Housing, an executive non-departmental public body, who regulates registered providers of social housing and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing

“Shared Ownership Housing”

housing offered via the Registered Provider under the terms of a lease which accords with the RSH Shared Ownership Model Lease (or substantially similar, unless otherwise agreed by the District Council) by which a lessee may acquire an initial share or shares of between 25% - 75% of the equity

in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge an initial rent of up to 2.75% on the market value of the unsold equity

## **Covenants**

1. The Owners covenant with the District Council that 89 (eighty nine) of the Dwellings to be Constructed on the Development shall be Affordable Housing in accordance with the Planning Permission (or any Qualifying Permission) and this Schedule.
2. The Owners covenant with the District Council that they will:
  - 2.1 not Implement or cause or permit the Implementation of the Development until the Affordable Housing Scheme has been submitted to and approved in writing by the District Council and the provisions of Clause 8 shall apply to the approval of the said Scheme;
  - 2.2 not Occupy or cause or permit the Occupation of more than thirty per cent (30%) of the Market Dwellings in each Phase of the Development until there has been provided to the District Council's reasonable satisfaction the Infrastructure to serve the parcel of the Affordable Housing Site and the Affordable Housing Dwellings thereon within that Phase at no cost to or other contribution by the Registered Provider;
  - 2.3 procure the Construction of all the Affordable Housing Dwellings in each Phase in accordance with the Planning Permission, any Qualifying Permissions, the relevant Affordable Housing Standards, the Affordable Housing Scheme and the Affordable Housing Tenure Mix to the reasonable satisfaction of the District Council as part of the Development prior to the Occupation of fifty per cent (50%) of the Market Dwellings in the relevant Phase;
  - 2.4 not Occupy or cause or permit the Occupation of more than sixty per cent (60%) of the Market Dwellings within a Phase until all the Affordable Housing Dwellings within that Phase have been Constructed and made ready for Occupation and either the freehold or long leasehold interest in the relevant Affordable Housing Site together with the Affordable Housing Dwellings Constructed thereon have been transferred to a Registered Provider on terms to be agreed between the Owners and the Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings constructed thereon and with a good and marketable freehold title free from incumbrances and with vacant possession and capable of being fully serviced and properly connected to the public highway.

3. The Owners covenant with the District Council that they will:
  - 3.1 not use or cause or permit the use of the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon for any purpose other than for the provision of Affordable Housing in accordance with this Deed of Agreement; and
  - 3.2 not without the consent in writing of the District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon except to either a Registered Provider or the District Council PROVIDED THAT consent shall not be required for any mortgage or charge of the freehold or long leasehold interest and FURTHER PROVIDED THAT this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings or any transactions referred to in paragraph 6 below.
4. For the avoidance of doubt paragraph 3 above is binding on the Chargee PROVIDED THAT paragraph 3 above will not be binding on a bona fide purchaser for value from the Chargee exercising its power of sale (other than a purchaser which is a Registered Provider) or the successors in title of such purchaser or persons deriving title there from provided that the provisions of paragraph 5 below have been complied with.
5. It is hereby agreed and declared that a Chargee exercising its power of sale must:-
  - 5.1 have first served written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and
  - 5.2 have used reasonable endeavours over a period of three months from receipt of notification pursuant to paragraph 5.1 above to complete a disposal of the Mortgage Land subject to any leases and tenancies then subsisting and to the terms of this Deed to a Registered Provider or the District Council PROVIDED ALWAYS that nothing herein shall require the Chargee to dispose of the Mortgage Land at a price which is less than the greater of the open market value of the Mortgage Land (subject to the restrictions contained within this Schedule) or all sums due under the terms of the Chargee's mortgage or charge together with costs and expenses of the sale of the Mortgage Land and interest due under the mortgage or charge AND FURTHER PROVIDED THAT in any event if upon the expiry of 3 months from the date of receipt by the District Council of the notice in paragraph 5.1 above and provided the steps in this paragraph have been completed and no transfer of the Mortgage Land to either a Registered Provider or the District Council has completed within the said period of 3 months then upon expiry of the

said 3 months the Chargee shall be able to sell the Mortgage Land free from the restrictions in paragraph 3 and paragraph 7 of this Schedule with the effect that they shall cease to bind the Mortgage Land.

6. The provisions of paragraph 3 will not be binding on:
  - 6.1 any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire or any owner of Shared Ownership Housing who has staircased up to 100% (or any successor in title thereto) or to any completed Affordable Housing Dwellings where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof or any mortgagee or chargee of any such purchaser nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or any other person appointed under any security documentation by such mortgagee or any person deriving title through such persons; or
  - 6.2 any public utility company or statutory undertaker providing utility services to the Site.
7. The Owners will not allocate or cause or permit to be allocated any of the Affordable Housing Dwellings other than as follows:
  - 7.1 the Affordable Rented Housing shall only be allocated to Qualifying Persons in accordance with the Allocations Scheme and in accordance with the terms of the Nominations Agreement;
  - 7.2 the Shared Ownership Housing shall be marketed through the Help to Buy Agent or such other appointed body for the region and only those deemed eligible under the Help to Buy Agent's criteria shall be considered for the Shared Ownership Housing; or
  - 7.3 as agreed by the District Council.
8. For the avoidance of doubt, if the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the RSH pursuant to Sections 143A-169 of the Housing and Regeneration Act 2008 (or any statutory provision amending or replacing the same) then the provisions of this Agreement shall continue in respect of such other Registered Provider.

## THIRD SCHEDULE

### OPEN SPACE PLAY AREAS AND SUDS

#### Definitions

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

“Certificate of Final Completion”	a certificate issued by the District Council to the effect that a Facility is finally complete and all defects which have become manifest since the issue of the Certificate of Practical Completion and all outstanding works identified in the Certificate of Practical Completion have been made good and completed and (where appropriate) any trees shrubs plants or grass which have died or been removed or become seriously diseased or damaged have been replaced with others of a similar size or species and the Facility has been satisfactorily maintained for a period of 12 months
“Certificate of Practical Completion”	a certificate issued by the District Council to the effect that a Facility is practically complete save for such minor outstanding works as the District Council may agree
“Eastern POS Area”	the public open space proposed in the south east corner of the Development, containing the MUGA, the NEAP, one LEAP and parts of the Trim Trail, as shown on the POS Plan
“Facility”	any of the Informal Open Space, LAP, LEAP, MUGA, NEAP, SUDS Trim Trial and Allotment Land and "Facilities" shall be construed accordingly
“Guide”	the District Council’s Developer Contributions SPD February 2018

"Informal Open Space"	areas of informal open space to be provided by the Owners on the Development, the format and location of which is as approved as part of the Planning Permission or a Qualifying Permission, to include new hedgerows and trees to be planted and retention of existing hedgerows and trees but not including Play Areas
"Landscape Specification"	the District Council's Landscape Technical Specification, a copy of which is attached to this Deed at Appendix 3
"LAP"	a Local Area of Play as described in the Guide to be provided by the Owners as part of the Development <u>in a location determined by and in accordance with</u> the Planning Permission or a Qualifying Permission and for the avoidance of doubt it is agreed that a LAP shall consist of an activity area of no less than 100m <sup>2</sup> (one hundred square metres) within a landscape buffer
"LEAP"	a Local Equipped Area of Play as described in the Guide to be provided by the Owners as part of the Development in a location determined and in accordance with by the Planning Permission or a Qualifying Permission and for the avoidance of doubt it is agreed that a LEAP shall consist of an activity area of no less than 400m <sup>2</sup> (four hundred square metres) within a landscape buffer
"Management Company"	Heyford Park Estate Limited or any successor body corporate established or appointed by the Owners to carry out the management and maintenance of any Facilities in perpetuity in accordance with the Landscape Specification
"MUGA"	a Multi Use Games Area as described in the Guide to be provided by the Owners on the Development in a location determined by and in accordance with the Planning Permission or a Qualifying Permission

"NEAP"	a Neighbourhood Equipped Area of Play as described in the Guide to be provided by the Owners as part of the Development in a location determined by and in accordance with the Planning Permission or a Qualifying Permission and for the avoidance of doubt it is agreed that a NEAP shall consist of an activity area of no less than 1,000m <sup>2</sup> (one thousand square metres) within a landscape buffer
"Open Space and SUDS Scheme"	a scheme for the timetable for laying out the Informal Open Space and SUDS and details for their maintenance
"Play Areas"	together the LAPs, the LEAPs, the NEAP, the Trim Trail or any of them
"Play Areas Scheme"	a detailed scheme for the timetable for carrying out the works and the planting comprised in the laying out landscaping and equipping of the Play Areas, provision to ensure that the Play Areas are suitable for disabled users and provision for the maintenance of the Play Areas for a period of twelve months following their completion, such maintenance to include regular inspection
"POS Plan"	the plan attached at the Seventh Schedule hereto marked 'Phase 9, Public Open Space Plan' showing the location of the Eastern POS within the Site together with the other Play Areas comprising the Development
"RoSPA"	the Royal Society for the Prevention of Accidents
"SUDS"	the surface water drainage for the Development to include ponds, ditches, streams and balancing ponds (excluding any drainage on public highways) as approved as part of the Planning Permission or a Qualifying Permission



“Trim Trail”

a route containing outdoor exercise equipment for use by older children and adults, to be provided by the Owners as part of the Development and in a location determined by the Planning Permission or a Qualifying Permission

### **Approval of Facilities**

1. On completion of the provision of each Facility, the Owners shall secure the approval of the District Council in respect of the relevant Facility as follows:
  - 1.1 the Owners shall invite the District Council in writing to inspect the Facility with a view to issuing a Certificate of Practical Completion
  - 1.2 the District Council shall inspect the Facility within 15 Working Days of receipt of the invitation in paragraph 1.1 above and shall within 15 Working Days of such inspection either issue a Certificate of Practical Completion or issue a notice (**Defects Notice**) which states the Facility has not been provided in accordance with the requirements of this Agreement to the District Council's reasonable satisfaction and which sets out the details of the work required to reach the standards required by this Agreement.
  - 1.3 if the Owners receive a Defects Notice in respect of a Facility, they shall use reasonable endeavours to complete the works specified in the notice as soon as reasonably practicable and in any event no longer than 8 weeks from receipt of a Defects Notice and shall then invite the District Council to re-inspect the Facility PROVIDED THAT where the Defects Notice arises in relation to a piece of equipment the period for completion of remedial work shall be extended to the time for supply of the replacement equipment as evidenced to the District Council plus four (4) weeks for its installation.
  - 1.4 the procedure set out in paragraphs 1.1 to 1.3 above shall be repeated in respect of each Facility until such time as the District Council **either**:
    - 1.4.1 issues a Certificate of Practical Completion in relation to the Facility; or
    - 1.4.2 fails to inspect the Facility within 15 Working Days of receipt of the invitation in paragraph 1.1 above in which case a Certificate of Practical Completion shall be deemed to have been issued in respect of the Facility 15 Working Days after receipt of the relevant invitation; or

- 1.4.3 fails to serve within 15 Working Days of their inspection a Defects Notice in which case a Certificate of Practical Completion shall be deemed to have been issued in respect of the Facility 15 Working Days following the relevant inspection.
- 1.5 the Owners shall maintain each Facility for a period of 12 months from the issue of the Certificate of Practical Completion to the reasonable satisfaction of the District Council, rectifying any defects arising and (where relevant) replacing any trees shrubs plants or grass which have died or been removed or become seriously diseased or damaged with others of a similar size and species.
2. Upon completion of the 12 month maintenance period specified in paragraph 1.5 above, the Owners shall secure the final approval of the District Council for each Facility by inviting the District Council in writing to inspect the Facility with a view to issuing a Certificate of Final Completion and the provisions of paragraphs 1.1 to 1.4 above shall apply mutatis mutandis and the Owners shall thereafter continue to maintain each Facility in accordance with the provisions of this Schedule.
3. The Owners will at all times prior to the issuing or deemed issue of any Certificate of Practical Completion referred to in paragraphs 1.1 to 1.4 above upon reasonable notice permit the District Council's officers servants and agents to enter on to any necessary part of the Site and the Facilities or any of it and will afford them access to do so for the purpose of inspecting the laying out of the Facilities.

### **Play Areas**

4. The Owners covenant with the District Council that they will provide three LAPs, two LEAPs, one NEAP and one Trim Trail as part of the Development.
5. The Owners shall not Implement or allow Implementation of the Development until the Play Areas Scheme has been submitted to and approved in writing by the District Council and the provisions of Clause 8 shall apply to the approval of the Play Areas Scheme.
6. The Owners covenant with the District Council that they will not at any time use the Play Areas or cause or permit the Play Areas to be used for any purpose other than as a children's play area (apart from the Trim Trail and the LAP shown marked 'Central LAP' on the POS Plan, which shall only be used for recreation and exercise) (and the words "any other purpose" shall include using the Play Areas or the sites thereof for the storage of materials, the parking of cars and/or any other vehicles or as a site compound or for any other purpose detrimental to the structure of the soil or existing vegetation).
7. The Owners shall not lay any services through, under or over the activity area (where play or exercise equipment is installed) of any Play Area.

8. The Owners shall not grant or cause or permit to be granted any rights or easements over the activity area (where play or exercise equipment is installed) of any of the Play Areas or any part of them without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) whether by way of conditions pursuant to the Planning Permission or Qualifying Permission or otherwise.
9. The Owners shall lay out, equip and landscape the Play Areas in accordance with any conditions on the Planning Permission and any relevant Qualifying Permission and in accordance with the relevant Play Areas Scheme.
10. The Owners shall not, without the prior written consent of the District Council, cause or permit the Occupation of more than 100 Dwellings until the Eastern POS Area has been completed as evidenced by the issue of a Certificate of Practical Completion.
11. The Owners shall not, without the prior written consent of the District Council, cause or permit the Occupation of more than 70% of the Dwellings in a Phase containing a Play Area until the Play Areas within that Phase have been completed as evidenced by the issue of a Certificate of Practical Completion. For the avoidance of doubt, this paragraph 11 does not apply to the Eastern POS Area.
12. Upon completion of the laying out and landscaping of each Play Area, the Owners shall seek a Certificate of Practical Completion from the District Council in accordance with paragraph 1 above.
13. Prior to the issue of a Certificate of Practical Completion for each Play Area, the Owners will provide a RoSPA post installation report and risk assessment for that Play Area to the District Council, which report must be satisfactory to the District Council (acting reasonably) and thereafter the Owners will provide a satisfactory RoSPA report in respect of every Play Area annually until the date of transfer in paragraph 16 below and none of which RoSPA reports shall be more than eleven months old at the date they are provided to the District Council.
14. The Owners will provide a right of access for the general public to the Play Areas at all times following the issue of a Certificate of Practical Completion save as required to carry out works of maintenance or in the interests of health and safety, to prevent anti-social behaviour.
15. On the expiry of each respective twelve month maintenance period referred to in paragraph 1.5 above, the Owners shall seek a Certificate of Final Completion from the District Council in accordance with paragraph 2 above.

16. Following the issue of a Certificate of Final Completion for each Play Area and save where the relevant Play Area is already within the ownership of the Management Company, the Owners will transfer the unencumbered freehold of that Play Area to the Management Company in consideration of the sum of £1.00 but otherwise at no cost (including legal costs) to and subject to no other contribution such transfer to be with full title guarantee, vacant possession on completion and free and rights of access for the general public at all times (save as provided in paragraph 14 above) and procure that the Management Company will maintain the Play Area in accordance with the Landscape Specification in perpetuity.
17. The Owners shall not cause or permit the Occupation of more than 150 Dwellings on the Development until the completion of any transfers required pursuant to paragraph 16 above for all the Play Areas comprised within the Eastern POS Area.
18. The Owners shall not cause or permit the Occupation of more than 90% of the Dwellings on any Phase containing a Play Area until the completion of the any transfers required pursuant to paragraph 16 above for all the Play Areas within that Phase.
19. The Owners will continue to maintain all the Play Areas to their original completed standard and to the reasonable satisfaction of the District Council.
20. The Owners will on completion of works on land in the ownership of the Management Company or otherwise on completion of the transfers referred to in paragraph 16 above hand over to the Management Company all contract documents and documents of guarantee relating to any play equipment and its installation on the Play Areas.

#### **MUGA**

21. The Owners covenants with the District Council that they will provide the MUGA in accordance with paragraphs 22 – 31 below.
22. The Owners shall not lay any services through, under or over the MUGA.
23. The Owners shall not grant or cause or permit to be granted any rights or easements over the MUGA or any part of it without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) whether by way of conditions pursuant to the Planning Permission or Qualifying Permission or otherwise.
24. The Owners shall not cause or permit the Occupation of more than 100 Dwellings on the Development until the MUGA has been completed in accordance with any conditions on

the Planning Permission or any Qualifying Permission, as shall be evidenced by the issue of a Certificate of Practical Completion.

25. Upon completion of the MUGA, the Owners shall seek a Certificate of Practical Completion from the District Council in accordance with paragraph 1 above.
26. The Owners will provide a right of access for the general public to the MUGA at all reasonable times following the issue of a Certificate of Practical Completion save as required to carry out works of maintenance or in the interests of health and safety, to prevent anti-social behaviour.
27. On the expiry of the twelve month maintenance period referred to in paragraph 1.5 above, the Owners shall seek a Certificate of Final Completion from the District Council for the MUGA in accordance with paragraph 2 above.
28. Following the issue of a Certificate of Final Completion for the MUGA, and save where the MUGA is already within the ownership of the Management Company the Owners will transfer the unencumbered freehold of the MUGA to the Management Company in consideration of the sum of £1.00 but otherwise at no cost (including legal costs) to and subject to no other contribution such transfer to be with full title guarantee, vacant possession on completion and free and rights of access for the general public at all times (save as provided in paragraph 26 above) and procure that the Management Company will maintain the MUGA in accordance with the Landscape Specification in perpetuity.
29. The Owners shall not cause or permit the Occupation of more than 150 Dwellings on the Development until the completion of the transfer referred to in paragraph 28 above if it is required.
30. The Owners will continue to maintain the MUGA to its original completed standard and to the reasonable satisfaction of the District Council.
31. The Owners will on completion of the works for the MUGA where it is already in the ownership of the Management Company and otherwise on the completion of any transfer referred to in paragraph 28 above hand over to the Management Company all contract documents and documents of guarantee relating to any equipment and its installation on the MUGA.

#### **Open Space and SUDS**

32. The Owners shall not Implement or allow Implementation of the Development until the Open Space and SUDS Scheme has been submitted to and approved in writing by the District Council and the provisions of Clause 8 shall apply to the approval of the Open Space and SUDS Scheme.
33. The Owners shall lay out and landscape the Informal Open Space and SUDS in accordance with any conditions on the Planning Permission and any relevant Qualifying Permission and in accordance with the Open Space and SUDS Scheme.
34. The Owners shall not, without the prior written consent of the District Council, cause or permit the Occupation of more than 100 Dwellings until the SUDS within the Eastern POS Area have been completed as evidenced by the issue of a Certificate of Practical Completion.
35. The Owners shall not, without the prior written consent of the District Council, cause or permit the Occupation of more than 75% of the Dwellings in a Phase until the Informal Open Space and SUDS within that Phase have been completed as evidenced by the issue of a Certificate of Practical Completion.
36. The parties agree and acknowledge that it will be necessary to lay services through the Open Spaces and SUDS as notified to the District Council and the Owners shall not lay any further services through, under or over the Informal Open Space or SUDS without the written consent of the District Council (such consent not to be unreasonably withheld or delayed) and shall prior to the issue of a Certificate of Practical Completion notify the District Council of any existing known services laid through, under or over that Informal Open Space or SUDS.
37. Upon completion of the laying out and landscaping of any Informal Open Space or SUDS, the Owners shall seek a Certificate of Practical Completion from the District Council in accordance with paragraph 1 above.
38. The Owners will provide a right of access for the general public to any Informal Open Space at all times following the issue of a Certificate of Practical Completion save as required to carry out works of maintenance or in the interests of health and safety to prevent anti-social behaviour .
39. The Owners shall not grant or cause or permit to be granted any rights or easements over any of the Informal Open Space or SUDS or any part of them without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed)

whether by way of conditions pursuant to the Planning Permission or Qualifying Permission or otherwise.

40. On the expiry of each respective twelve month maintenance period referred to in paragraph 1.5 above, the Owners shall seek a Certificate of Final Completion from the District Council in respect of the Informal Open Space or SUDS in accordance with paragraph 2 above.
41. Following the issue of a Certificate of Final Completion for each area of Informal Open Space and SUDS and save where the relevant area is already within the ownership of the Management Company, the Owners will transfer the unencumbered freehold of that Open Space or SUDS to the Management Company in consideration of the sum of £1.00 but otherwise at no cost (including legal costs) to and subject to no other contribution such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all times save as provided in paragraph 38 above and procure that the Management Company will maintain the Informal Open Space and SUDS in accordance with the Landscape Specification in perpetuity.
42. The Owners shall not cause or permit the Occupation of more than 150 Dwellings on the Development until the completion of any transfer referred to in paragraph 41 above (if required) for all the SUDS comprised within the Eastern POS Area.
43. The Owners shall not cause or permit the Occupation of more than 90% of the Dwellings on any Phase containing Informal Open Space or SUDS until the completion of any transfer referred to in paragraph 41 above (if required) for all the said Informal Open Space and SUDS in that Phase.
44. The Owners will continue to maintain any Informal Open Space and SUDS to their original completed standard and to the reasonable satisfaction of the District Council

#### **Other covenants**

41. In providing the MUGA, Informal Open Space, Play Areas and SUDS, the Owners shall permit the District Council's officers on reasonable notice to inspect such areas during their construction.
42. The parties agree that the Informal Open Space may include part of the SUDS and the provisions of this Schedule shall be applied so that they do not prohibit restrict or adversely affect the SUDS.

43. The parties agree that any requirement that the Informal Open Space and SUDS shall be made available for public access will be subject to the limitation that such access may be restricted to facilitate safe, effective and efficient maintenance of the SUDS.
  
44. In the event that the Management Company fails to maintain any of the Facilities within its ownership or that are transferred to it in accordance with the Landscape Specification or the Management Company becomes insolvent or otherwise ceases to exist where a replacement Management Company is not immediately put in place, the District Council may enter on to the Site and the relevant Facility together with relevant personnel and equipment to ensure the performance of the management and maintenance obligations contained in the Landscape Specification and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant Facility (that has been transferred to the Management Company) and the District Council shall be entitled to full reimbursement by the Management Company of all costs and expenses incurred in performing the said obligations. In the event the Management Company does not have adequate funds to cover these works in default, the District Council shall be entitled to recover such costs and expenses from the Owners for a period of 15 years from transfer of the relevant Facility to the Management Company. The District Council shall not be entitled to take action under this paragraph nor recover reimbursement unless the District Council before taking action has given written notice to the Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and shall afford the Management Company the opportunity to remedy the breach in accordance with the steps and time period in the written notice. The District Council shall not be entitled to recover any costs from the Owners after 15 years of the transfer of the relevant Facility to the Management Company.



## FOURTH SCHEDULE

### DISTRICT COUNCIL CONTRIBUTIONS

#### Definitions

1. In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

"Allotment Contribution"	the financial contribution of £11,475.91 (eleven thousand, four hundred and seventy five pounds and ninety one pence) BCIS Index Linked which may be payable pursuant to paragraph 7 of this Fourth Schedule towards the provision of allotments at Heyford Park
"Allotments Land"	land comprising 1.47 hectares for the provision of allotments which shall be provided at Heyford Park and made available to residents of the Development
"Allotment Specification"	the District Council's specification for provision of allotments appended hereto at the Eighth Schedule
"BCIS Index"	the Building Cost Information Service National Average All-in Tender Price Index published by the Royal Institution of Chartered Surveyors or any successor organisation
"BCIS Index Linked"	adjusted according to the fluctuations in the BCIS Index between March 2019 and the quarter period in which payment is due
"Community Hall Contribution"	a financial contribution of Four Hundred and Ten Thousand and Three Hundred and Fifteen Pounds (£410,315) BCIS Index Linked towards the provision of a community hall at Heyford Park
"Community Worker Contribution"	a financial contribution of Thirty Six Thousand Four Hundred and Two Pounds (£36,402) RPI Index Linked towards a community development officer to work at Heyford Park

“District Contributions”	together the Community Hall Contribution, the Community Worker Contribution, the Indoor Sports Contribution, the Recycling Centre Contribution, the Sports Contribution and the Waste and Recycling Contribution
“District Contributions Instalment”	an amount of £324,727.47 which is equal to twenty five per cent (25%) of the total District Contributions,
“Healthcare Facility”	a health care facility to be provided on Heyford Park, which shall be a facility of two 16 sq m multipurpose rooms, along with associated utility space, waiting rooms and reception to the specification outlined within the Department of Heath’s “Health Building Note 11-01: Facilities for primary and community care services” in a location to be agreed between the Owners, the District Council and the OCCG, and to be occupied/operated by a Healthcare Provider
“Healthcare Contribution”	a financial contribution of Two Hundred and Ninety Six Thousand Two Hundred and Ninety Six Pounds (£296,296) BCIS Index Linked towards the provision of healthcare facilities to serve the residents of the Development
“Healthcare Provider”	a health service body as defined in section 9(4) of the National Health Service Act 2006 and any body referred to in section 30 of the National Health Service Act 2006 and any qualifying company as defined in section 300(8) of the Health and Social Care Act 2012 and any health service body referred to in any updates or re-enactments of those statutes together with any successor to any of the functions of these bodies, which for the avoidance of doubt shall include the OCCG and a general practitioner practice
“Heritage Land”	an area of 20 hectares of land at Heyford Park to be secured for the provision of a heritage project as part of the Allocation

“Indoor Sports Contribution”	a financial contribution of Two Hundred and Twenty Two Thousand Two Hundred and Ninety Six Pounds (£222,296) BCIS Index Linked towards the provision of indoor sports facilities to serve the residents of the Development
“OCCG”	Oxfordshire Clinical Commissioning Group of Jubilee House, 5510 John Smith Drive, Oxford Business Park South, Oxford OX4 2LH, who are the NHS body responsible for the commissioning and provision of healthcare in Oxfordshire or any successor organisation
“Public Art”	a work or works of public art (including sculpture, street furniture, landscaping and/or architectural detailing) having a monetary value of Forty Four Thousand Four Hundred Pounds (£44,400) (+/- 5%) BCIS Index Linked such sum including commissioning, design, production, transportation and siting costs
“Recycling Centre Contribution”	a financial contribution of One Thousand Four Hundred and Eighty Pounds (£1,480) BCIS Index Linked towards the provision of a recycling centre at Heyford Park
“RPI”	the Retail Price Index published by the Office for National Statistics or any successor organisation
“RPI Index Linked”	adjusted according to the fluctuations in the RPI between March 2019 and the month in which payment is due
“Sports Contribution”	a financial contribution of Five Hundred and Ninety Seven Thousand and Forty Pounds and Eighty Eight Pence (£597,040.88) BCIS Index Linked towards the provision of new sports pitches, a sports pavilion and changing facilities for the new sports park at Heyford Park

“Strategic Ecology Land”

an area of 10 hectares of semi improved grassland within the Allocation to be secured for the purpose of carrying out ecological habitat improvements to mitigate the impacts of development pursuant to the Allocation

“TEMP”

a training and employment plan which shall (as a minimum) include the arrangements by which the Owners will provide an appropriate number of construction (and related trades) apprenticeships starts (with a minimum of 15 such apprenticeship starts) during the construction of the Development in accordance with the following:

- the apprenticeships may be delivered through the Apprenticeship & Training Company Ltd (an Oxfordshire based Skills Funding Agency accredited Apprenticeship Training Agency), the Owners' apprenticeship programme or other equivalent approach
- all apprenticeship opportunities arising shall be initially advertised within the administrative area of the District Council and if there are no suitable applicants identified as a result of such advertisements the opportunities shall be advertised to people residing in Oxfordshire and then the surrounding locality (e.g. Milton Keynes, Aylesbury, Northamptonshire)
- how the Owners and its appointed contractor will work directly with local employment/training agencies including Job Centre Plus and Bicester Job Club or any successor initiatives to identify employment opportunities related to the construction of the Development and skills and training to assist local people residing in Bicester and within 5 (five) miles thereof to access job opportunities
- how the Owners will deliver local supply chain events to promote opportunities for

companies local to Bicester and how such opportunities shall be advertised

"Waste and Recycling Contribution" the sum of thirty one thousand three hundred and seventy six pounds (£31,376) RPI Index Linked to be paid for the provision of waste and recycling containers for each Dwelling

### **District Contributions**

2. The Owners covenant with the District Council that they will not Occupy or cause permit or allow the Occupation of:
  - 2.1 any Dwelling until the first District Contributions Instalment has been paid to the District Council;
  - 2.2 the seventy fifth (75<sup>th</sup>) Dwelling until the second District Contributions Instalment has been paid to the District Council;
  - 2.3 the one hundred and fiftieth (150<sup>th</sup>) Dwelling until the third District Contributions Instalment has been paid to the District Council; and
  - 2.4 the two hundred and twenty fifth (225<sup>th</sup>) Dwelling until the fourth District Contributions Instalment has been paid to the District Council;

### **Ecology**

3. The Owners covenant with the District Council that it will not Occupy or cause or permit the Occupation of any more than 200 Dwellings unless and until it has secured the Strategic Ecology Land and provided written evidence to the District Council that such land is available for its intended purpose under the terms of this Agreement such land to be provided as part of its contribution to the overall infrastructure requirements associated with development pursuant to the Allocation

### **Heritage**

4. The Owners covenant with the District Council that it will not Occupy or cause or permit the Occupation of any more than 200 Dwellings unless and until it has secured the Heritage Land and provided written evidence to the District Council that such land is available for its intended purpose under the terms of this Agreement as part of its contribution to the overall infrastructure requirements associated with development pursuant to the Allocation

### **Allotments**

5. The Owners covenant with the District Council prior to Occupation of any more than 100 Dwellings to notify the District Council whether it has elected to

- 5.1 provide the Allotment Land on land in its ownership or control; or
- 5.2 make payment to the District Council of the Allotment Contribution
6. In the event that the Owners have elected to provide the Allotment Land it shall
  - 6.1 submit and secure the approval of the District Council for
    - 6.1.1 the location of the Allotment Land and
    - 6.1.2 a scheme for
      - (a) the provision of allotments in accordance with the Allotment Specification and
      - (b) their management by the Management Company or the Parish Council or such other arrangements for the management of the Allotment Land as allotments for the lifetime of the Development
  - 6.2 implement the scheme approved pursuant to paragraph 6.1.2 and made the allotments detailed therein available to the residents of the Development prior to the Occupation of any more than 150 Dwellings
7. In the event that the Owners elect to make payment of the Allotment Contribution it shall
  - 7.1 make such payment prior to Occupation of any more than 150 Dwellings
  - 7.2 not Occupy or cause or permit the Occupation of any more than 150 Dwellings unless the Owners have either
    - 7.2.1 implemented the scheme approved pursuant to paragraph 6.1.2 above and made the allotments available to residents or
    - 7.2.2 made payment to the District Council of the Allotments Contribution

#### **Healthcare Contributions**

8. The Owners covenant with the District Council
  - 8.1 that in the event the a planning obligation has not been entered into and come into effect to secure the provision of the Healthcare Centre at Heyford Park prior to the Occupation of the 200<sup>th</sup> Dwelling to make payment to the District Council of the Healthcare Contribution PROVIDED THAT in the event that a planning obligation has been entered into to secure the provision of the Healthcare Centre at Heyford Park prior to the Occupation of the 200<sup>th</sup> Dwelling then the Owners shall be under no further obligation to make payment of the Healthcare Contribution to the District Council
  - 8.2 not to Occupy any more than 200 Dwellings unless either a planning obligation has been entered into and come into effect to secure the provision of a Healthcare Centre at Heyford Park or payment has been made to the District Council of the Healthcare Contribution
9. The District Council covenants with the Owners that it will pass on any sums received as part the Healthcare Contribution to OCCG without deduction PROVIDED THAT the District Council has first received

- 9.1 details of the project to which the Healthcare Contribution will be applied and
- 9.2 a written undertaking from OCCG to use the Healthcare Contribution towards the provision or enhancement of healthcare facilities to serve the residents of the Allocation in accordance with Clause 6
10. The District Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm that the Healthcare Contribution has been passed on to OCCG and the project to which the Healthcare Contribution shall be applied such request not to be made more than once in any year.

### **Public Art**

11. The Owners covenants with the District Council that they will:
- 11.1 prior to the Occupation of the fiftieth (50<sup>th</sup>) Dwelling, submit written proposals to the District Council for approval for the provision of Public Art as part of the Development which shall detail the work or works of art to be provided, its proposed location(s) on the Development and a timetable for its provision and the provisions of Clause 8 shall apply to the approval of the said proposals;
- 11.2 thereafter, shall provide the Public Art in accordance with the proposals approved pursuant to paragraph 11.1 above, prior to the Occupation of the two hundredth (200<sup>th</sup>) Dwelling;
- 11.3 thereafter, shall procure the maintenance of the Public Art in perpetuity to the reasonable satisfaction of the District Council; and
- 11.4 allow the District Council's officers access on to the Development at reasonable times to inspect the Public Art.

### **Training and Employment**

12. The Owners covenant and undertakes to the District Council as follows:
- 12.1 not to cause permit or allow the Implementation of the Development until a TEMP has been submitted to the District Council and it has been approved in writing by the District Council and the provisions of Clause 8 shall apply to the approval of the TEMP;
- 12.2 from the date of its written approval by the District Council to implement and fully comply with the TEMP as approved; and
- 12.3 on each anniversary of the date of Implementation until the final Occupation to submit to the District Council a report which demonstrates the progress made towards achieving the outputs identified in the TEMP including the provision of at least the minimum number of apprenticeships identified therein.

## FIFTH SCHEDULE

### HIGHWAY WORKS

#### 1. Definitions

In this Schedule the following additional definitions shall apply (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

<b>Camp Road Works</b>	the works identified in paragraph (1) (a) of the annex to this schedule and associated preparatory and ancillary works and amenity and accommodation works as set out in paragraphs (2) and (3) of the annex to this schedule
<b>Highway Works:</b>	means the works set out in the annex to this Schedule comprising: - (a) the Camp Road Works and (b) the Hopcrofts Holt Junction Works and (c) the School Crossing Works
<b>Hopcrofts Holt Junction Works</b>	the works identified in paragraph (1) (b) of the annex to this schedule together with associated preparatory and ancillary works and amenity and accommodation works as set out in paragraphs (2) and (3) of the annex to this schedule
<b>Portway Works Path</b>	A bridleway shown indicatively hatched (and shaded pink, blue and brown) on the plan at the Seventh Schedule labelled 'The Portway Works'
<b>School Crossing Works</b>	the works identified in paragraph 1 (c) of the annex to this schedule together with associated preparatory and ancillary works and amenity and accommodation works as set



## **Section 278 Agreement**

out in paragraphs (2) and (3) of the annex to this schedule

an agreement pursuant to inter alia section 278 and as applicable section 38 of the Highways Act 1980 substantially in accordance with the template form annexed to this Agreement as Appendix 4 which provides for the execution of the relevant element of the Highway Works by the Owner at its own expense

## **Covenants**

### 1. The Owners covenant with the County Council:

- 1.1 Not to cause or permit Implementation on any part of the Site unless and until
  - 1.1.1 there has been submitted to the County Council and approved by it in writing in principle drawings for the Camp Road Works together with associated drawings and technical information set out in the County Council's Section 278 application form as adjusted from time to time
  - 1.1.2 there has been submitted to the County Council and approved by it in writing plans detailing the land to be dedicated following completion of the Camp Road Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated
  - 1.1.3 the anticipated duration of construction of the Camp Road Works has been agreed with the County Council together with the long stop date for completion of the Camp Road Works and a commuted maintenance sum in respect of the cost of future maintenance and as applicable replacement of the Camp Road Works has been agreed
  - 1.1.4 a Section 278 Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraph 1.1.1 – 1.1.3 above has been entered into by the Owners in respect of the Camp Road Works together with all parties with an interest in any land to be dedicated further to the Section 278 Agreement and any mortgagee of such land has released it fully and effectively from its charge.

- 1.2 Not to cause or permit the Occupation of any more than 50 Dwellings at the Site unless and until the Camp Road Works have completed in accordance with the provisions of the relevant Section 278 Agreement
  
- 1.3 Not to cause or permit Occupation of any more than 145 Dwellings at the Site unless and until
  - 1.3.1 there has been submitted to the County Council and approved by it in writing in principle drawings for the Hopcrofts Holt Junction Works together with associated drawings and technical information set out in the County Council's Section 278 application form as adjusted from time to time
  - 1.3.2 there has been submitted to the County Council and approved by it in writing plans detailing the land to be dedicated following completion of the Hopcrofts Holt Junction Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated
  - 1.3.3 the anticipated duration of construction of the Hopcrofts Holt Junction Works has been agreed with the County Council together with the long stop date for completion of the Hopcrofts Holt Junction Works and a commuted maintenance sum in respect of the cost of future maintenance and as applicable replacement of the Hopcroft Holt Junction Works has been agreed
  - 1.3.4 a Section 278 Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraph 1.3.1 – 1.3.3 above has been entered into by the Owners in respect of the Hopcrofts Holt Junction Works together with all parties with an interest in any land to be dedicated further to the Section 278 Agreement and any mortgagee of such land has released it fully and effectively from its charge
  
- 1.4 Not to cause or permit the Occupation of more than 250 Dwellings at the Site unless and until the Hopcrofts Holt Junction Works have been completed in accordance with the provisions of the relevant section 278 agreement

- 1.5 Not to cause or permit Occupation of any Dwelling on any part of the Site unless and until
- 1.5.1 there has been submitted to the County Council and approved by it in writing in principle drawings for the School Crossing Works together with associated drawings and technical information set out in the County Council's Section 278 application form as adjusted from time to time
  - 1.5.2 there has been submitted to the County Council and approved by it in writing plans detailing the land to be dedicated following completion of the School Crossing Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated
  - 1.5.3 the anticipated duration of construction of the School Crossing Works has been agreed with the County Council together with the long stop date for completion of the School Crossing Works and a commuted maintenance sum in respect of the cost of future maintenance and as applicable replacement of the School Crossing Works has been agreed
  - 1.5.4 a Section 278 Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraphs 1.5.1 – 1.5.3 above has been entered into by the Owners in respect of the School Crossing Works together with all parties with an interest in any land to be dedicated further to the Section 278 Agreement and any mortgagee of such land has released it fully and effectively from its charge
- 1.6 Not to cause or permit Occupation of more than 50 Dwellings at the Site unless and until the School Crossing Works have been completed in accordance with the provisions of the relevant section 278 agreement

## **2. Portway Works Path**

### **2. The Owners covenant with the County Council:**

- 2.1 Not to cause or permit the Occupation of more than 50 Dwellings at the Site unless and until it has completed the Portway Works Path in accordance with the following specification:

- Opening gaps in fence/hedges at the north and south ends of the Site
- Removal of the western perimeter fence
- 5 metre overall width of green corridor comprising 2 metre surfaced route and 3 metre adjacent grassed strip unless otherwise agreed by the County Council in writing and to be suitable for all bridleway users
- No barriers or obstructions along its length and the route to be unfenced unless otherwise agreed by the County Council in writing

Surfaced section comprising (unless otherwise agreed in writing by the County Council):

:

- Ground excavated to 150mm to remove large roots (retain material for shoulders as required)
- If soft ground, geotextile fabric laid
- Base course 100-150mm thickness MOT type 1 granular material laid to shape, 25mm central camber or 40mm crossfall to road ditch
- Wearing course Coxwell Gravel or similar 30mm fines 75mm thick rolled in
- Path to be built up to 75mm minimum above ground surface.

2.2 To complete the Portway Works Path in accordance with the specification set out in paragraph 2.1 of this schedule prior to the Occupation of more than 50 Dwellings at the Site.

2.3.1 As soon as reasonably practicable on completion of the Portway Works Path and in any event prior to the Occupation of more than 60 Dwellings at the Site:

2.3.1.1 to enter into a public path creation agreement under Section 25 of the Highways Act 1980 for the dedication of the Portway Works Path; or

2.3.1.2 to enter into an alternative dedication procedure agreed in writing by the County Council such that the Portway Works Path is either registered on the definitive map or becomes a highway maintainable at the public expense pursuant to the Highways Act 1980

2.3.2 Not to cause or permit the Occupation of more than 60 Dwellings at the Site unless and until it has entered into a public path creation agreement under Section 25 of the Highways Act 1980 for the dedication of the Portway Works Path or has entered into an alternative dedication procedure agreed in writing by the County Council such that the path of the Portway Works Path is either registered on the definitive map or

becomes a highway maintainable at the public expense pursuant to the Highways Act 1980

2.3.3 The dedication agreement shall include provisions for the Owners to pay to the County Council the County Council's reasonable legal costs of entering into such agreement and giving notice of dedication as required by section 25(6) of the Highways Act 1980 (or the County Council's reasonable legal costs of such alternative dedication procedure agreed by it in writing)

2.3.4 Provided that the Owners will not be required to pay any future financial contributions towards the future maintenance of the Portway Works Path shaded blue and pink and hatched as a result of entering into any agreement under section 25 of the Highways Act 1980

## **Annex**

### **(1) Principal Works**

The provision and construction of the following works ("the Principal Works")

- (a) The Camp Road Works - Creation of new accesses, closure of existing access and highway improvements on Camp Road including provision of footways, bus shelters, bus turning facility and associated infrastructure in accordance with planning permission reference 19/01020/F or any variation or amendment thereto or any planning permission for similar works granted in substitute for such consent as approved by the County Council in writing and as shown indicatively on drawing number HEYF-5-1202 Rev B attached at the Seventh Schedule
- (b) Hopcrofts Holt Junction Works - widening of the B4030 western arm of Hopcrofts Holt Junction near Lower Heyford to provide two lane approach over approximately 140 metres and widening of the B4030 eastern arm of the junction to provide two lane approach over approximately 100 metres as shown indicatively on indicative drawing number 39304/5501/SK03 Rev F attached at the Seventh Schedule
- (c) School Crossing Works - Zebra crossing on Camp Road to the east of the free school and Hart Walk access junction and to the west of the adjacent bus stop layby as shown indicatively shaded green on the plan labelled 'Position of new zebra crossing on Camp Road shown

indicatively in lime green' at the Seventh Schedule or as otherwise approved by the County Council in writing

(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 County 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 County Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:-

- (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

any necessary embankments retaining walls or other things necessary to give support to adjoining land

## SIXTH SCHEDULE

### COUNTY COUNCIL CONTRIBUTIONS

#### 1. Definitions

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

- |                             |   |
|-----------------------------|---|
| "Bedroom "                  | a room in a Dwelling designed as a bedroom or study/bedroom and <ul style="list-style-type: none"><li>• One Bedroomed Unit means a Dwelling with one Bedroom</li><li>• Two Bedroomed Unit means a Dwelling with two Bedrooms</li><li>• Three Bedroomed Unit means a Dwelling with three Bedrooms</li><li>• Four Bedroomed Unit means a Dwelling with four or more Bedrooms</li></ul>  |
| "Bus Services Contribution" | the sum of £532,800 Index Linked towards the provision of bus services serving Upper Heyford to and from Bicester payable in two instalments as follows: <ul style="list-style-type: none"><li>- First Tranche of the Bus Services Contribution - £266,400 (Index Linked) being 50% of the Bus Services Contribution</li><li>- Second Tranche of the Bus Services Contribution - £266,400 (Index Linked) being 50% of the Bus Services Contribution</li></ul> |
| "Index Linked"              | Means <ul style="list-style-type: none"><li>• In relation to the Library Contribution, the Primary and Nursery Education Contribution (Infrastructure), the Secondary Education Contribution and the Special Education Needs Contribution and the Waste Management Contribution adjusted according to any increase occurring between 2Q 2017 and the quarter period in which the relevant payment is paid (by</li></ul>                                       |



reference to the index value for that quarter) in the Extension of PUBSEC Tender Price Index of Public Sector Building Non Housing within the BCIS Public Sector Price and Cost Indices and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors or if at any time or for any reason it becomes impracticable to use this Index such alternative Index as may be agreed between the Owners and the County Council

- in relation to the the Traffic Safety Contribution and the Village Traffic Calming Contribution adjusted according to any increase occurring between July 2018 and the date when the relevant payment is made in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

Index 1	Labour & Supervision	25%
Index 2	Plant & Road Vehicles	25%
Index 3	Aggregates	30%
Index 9	Coated Macadam & Bituminous Products	20%

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

- in relation to the Bus Services Contribution the Public Transport Infrastructure Contribution the Travel Plan Monitoring Contribution and the Primary Education Contribution (Land) adjusted according to any increase occurring between May 2017 and the

date when the relevant payment is made in the All Items Retail Price Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics.

"Library Contribution"	the sum of £31,163 Index Linked towards the provision of the new library at Bicester
"Phase 2 Expansion"	means increasing capacity from 83 funded pupil places to 99 funded pupil places) of Bardwell School Bicester
"Primary and Nursery Education Contribution (Infrastructure)"	<p>the sum of £2,254,784 Index Linked towards expanding primary and early years and childcare capacity serving the Development payable in four instalments as follows:</p> <ul style="list-style-type: none"><li>- First Tranche of the Primary and Nursery Education Contribution (Infrastructure) - £250,000 (Index Linked)</li><li>- Second Tranche of the Primary and Nursery Education Contribution (Infrastructure) - £321,314 (Index Linked)</li><li>- Third Tranche of the Primary and Nursery Education Contribution (Infrastructure) - £571,314 (Index Linked)</li><li>- Fourth Tranche of the Primary and Nursery Education Contribution (Infrastructure) - £1,112,156 (Index Linked)</li></ul>
"Primary Education Contribution (Land)"	the sum of £194,350 Index Linked towards the acquisition of land for primary and/or early years and childcare provision serving the Development
"Public Transport Infrastructure Contribution"	the sum of £28,295 Index Linked towards the provision and maintenance of bus stop infrastructure serving the Site
"Secondary Education Contribution"	the sum of £957,190 Index Linked towards the expansion of secondary school capacity including

sixth form serving the Development payable in two instalments as follows:

- First Tranche of the Secondary Education Contribution £242,530 (Index Linked)
- Second Tranche of the Secondary Education Contribution £714,660 (Index Linked)

“Special Education Needs Contribution”

the sum of £107,998 Index Linked towards Phase 2 expansion (increasing capacity from 83 funded pupil places to 99 funded pupil places) of Bardwell School Bicester payable in two instalments as follows:

- First Tranche of the Special Educational Needs Contribution £53,999 (Index Linked)
- Second Tranche of the Special Educational Needs Contribution £53,999 (Index Linked)

“Traffic Safety Contribution”

the sum of £15,937 Index Linked toward safety improvements at the junction of the A4260 and the B4027

“Travel Plan Monitoring Fee”

the sum of £2,420 Index Linked for monitoring of travel plans for the Development

“Village Traffic Calming Contribution”

the sum of £50,000 Index Linked for the implementation of traffic calming works at Upper Heyford

“Waste Management Contribution”

the sum of £24,077 Index Linked towards the improvement or relocation of Ardley Fields Recycling Centre

## 2. **Covenants – Payments**

The Owners covenant with the County Council that they will not Occupy or cause permit or allow the Occupation of

2.1 any Dwellings unless and until they have paid to the County Council

2.1.1 the Village Traffic Calming Contribution in full and

2.1.2 the First Tranche of the Bus Services Contribution and

2.1.3 the Public Transport Infrastructure Contribution in full and

2.1.4 the Waste Management Contribution in full and

2.1.5 the First Tranche of the Primary and Nursery Education Contribution (Infrastructure) and

- 2.1.6 the Library Contribution in full and
- 2.1.7 the Travel Plan Monitoring Fee in full
- 2.2 more than seventy five (75) Dwellings until it has paid to the County Council
  - 2.2.1 the First Tranche of the Special Educational Needs Contribution and
  - 2.2.2 the First Tranche of the Secondary Education Contribution and
  - 2.2.3 the Second Tranche of the Primary and Nursery Education Contribution (Infrastructure)
- 2.3 more than one hundred and fifty (150 ) Dwellings until it has paid to the County Council
  - 2.3.1 the Traffic Safety Contribution in full
  - 2.3.2 the Second Tranche of the Bus Services Contribution PROVIDED THAT this payment shall be made on the date 18 months from the due date of the First Tranche of the Bus Services Contribution (due to be paid under paragraph 2.1.2) if earlier and
  - 2.3.3 the Third Tranche of the Primary and Nursery Education Contribution (Infrastructure) PROVIDED THAT this payment shall be made on the date 12 months from the due date of the Second Tranche of the Primary and Nursery Education Contribution (Infrastructure) (due to be paid under paragraph 2.2.3) if earlier and
  - 2.3.4 the Second Tranche  
of the Special Educational Needs Contribution
- 2.4 more than two hundred and twenty five (225) Dwellings until it has paid to the County Council
  - 2.4.1 the Fourth Tranche of the Primary and Nursery Education Contribution (Infrastructure) PROVIDED THAT this payment shall be made on the date 12 months from the due date of the Third Tranche of the Primary and Nursery Education Contribution (Infrastructure) (due to be paid under paragraph 2.3.3) if earlier and
  - 2.4.2 the Primary Education Contribution (Land) in full and
  - 2.4.3 the Second Tranche of the Secondary Education Contribution PROVIDED THAT this payment shall be made on the date 24 months from the due date of payment of the First Tranche of the Secondary Education Contribution (due to be paid under paragraph 2.2.2) if earlier
- 3.1 To pay to the County Council:
  - 3.1.1 the Village Traffic Calming Contribution in full and
  - 3.1.2 the First Tranche of the Bus Services Contribution and
  - 3.1.3 the Public Transport Infrastructure Contribution in full and

- 3.1.4 the Waste Management Contribution in full and
- 3.1.5 the First Tranche of the Primary and Nursery Education Contribution (Infrastructure) and
- 3.1.6 the Library Contribution in full and
- 3.1.7 the Travel Plan Monitoring Fee in full

prior to the Occupation of any Dwellings

3.2 To pay to the County Council:

3.2.1 the First Tranche of the Special Educational Needs Contribution and

3.2.2 the First Tranche of the Secondary Education Contribution and

3.2.3 the Second Tranche of the Primary and Nursery Education Contribution (Infrastructure)

prior to the Occupation of more than seventy five (75) Dwellings

3.3 To pay to the County Council:

3.3.1 the Traffic Safety Contribution in full and

3.3.2 the Second Tranche of the Bus Services Contribution PROVIDED THAT this payment shall be made on the date 18 months from the due date of the First Tranche of the Bus Services Contribution (due to be paid under paragraph 3.1.2) if earlier and

3.3.3 the Third Tranche of the Primary and Nursery Education Contribution (Infrastructure) PROVIDED THAT this payment shall be made on the date 12 months from the due date of the Second Tranche of the Primary and Nursery Education Contribution (Infrastructure) (due to be paid under paragraph 3.2.3) if earlier and

3.3.4 the Second Tranche of the Special Educational Needs Contribution

prior to the Occupation of more than one hundred and fifty (150) Dwellings

3.4 To pay to the County Council:

3.4.1 the Fourth Tranche of the Primary and Nursery Education Contribution (Infrastructure) PROVIDED THAT this payment shall be made on the date 12 months from the due date of the Third Tranche of the Primary and Nursery Education Contribution (Infrastructure) (due to be paid under paragraph 3.3.3) if earlier and

3.4.2 the Primary Education Contribution (Land) in full

3.4.3 the Second Tranche of the Secondary Education Contribution PROVIDED THAT this payment shall be made on the date 24 months from the due date of payment of the First Tranche of the Secondary Education Contribution (due to be paid under paragraph 3.2.2) if earlier

prior to the Occupation of more than two hundred and twenty five (225) Dwellings

4 The County Council covenants with the Owner to apply each of the contributions paid pursuant to this Sixth Schedule for the purposes for which they are paid pursuant to this Sixth Schedule

5 The Owner covenants with the County Council:

5.1 that unless varied in writing by the County Council further to paragraph 6 not to cause or permit the construction of more than: -

22 x One Bedroomed Units at the Site further to the Planning Permission or any Qualifying Permission

60 x Two Bedroomed Units at the Site further to the Planning Permission or any Qualifying Permission

105 x Three Bedroomed Units at the Site further to the Planning Permission or any Qualifying Permission

109 x Four Bedroomed Units at the Site further to the Planning Permission or any Qualifying Permission

5.2 to pay to the County Council any increase calculated further to paragraph 6.2 of this schedule Index Linked with the next County Contribution that falls to be due or if all the County Contributions have been paid to pay such sum Index Linked within 28 days of being advised of the said sum by the County Council in accordance with paragraph 6.2 of this schedule.

6 The County Council confirms and agrees that:

6.1 Paragraph 5 of this Schedule has been incorporated because the County Contribution (non- highway or transport related) have been assessed according to the composition of the Development as recorded in paragraph 5 (being 296 Dwellings with the number of each Dwelling type classified by the number of Bedrooms in the Dwelling)

6.2 In the event that the Owners propose to vary the composition of the Development as recorded in paragraph 5 the County Council (acting reasonably) will following notification to the County Council advise the Owners in writing as to the increase (if any) it requires to such County Contributions so as to vary the restrictions in paragraph 5 to accord with the proposed variation of the composition of the Development.

## **SEVENTH SCHEDULE**

### **PLANS**

- **Heyford Park plan**
  - **Site Plan**
  - **Overlay Plan**
  - **POS Plan**
  - **The Portway Works plan**
  - **Camp Road Works plan**
  - **Hopcroft Holt Junction Works plan**
  - **Plan showing position of new zebra crossing on Camp Road**
-

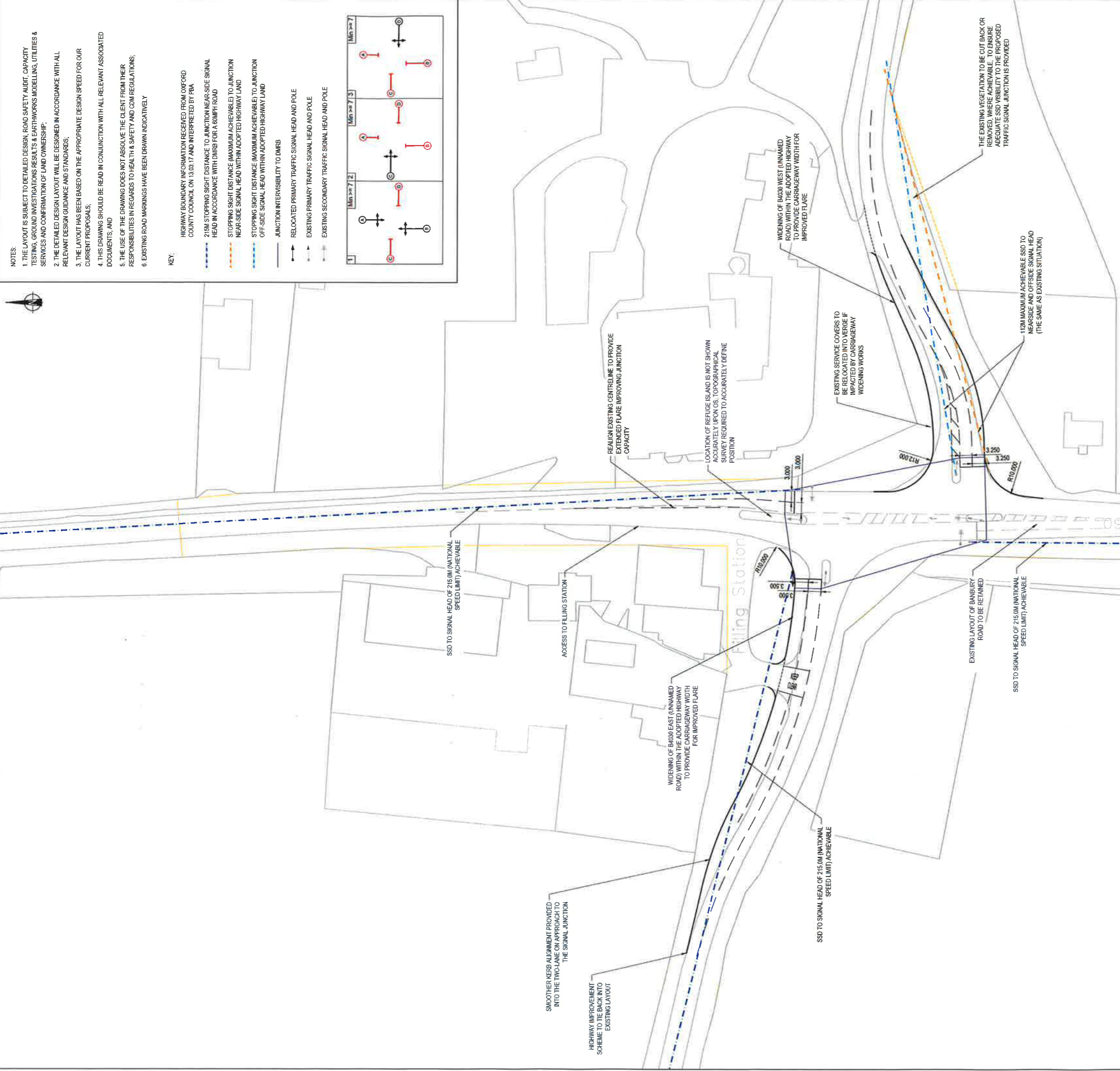
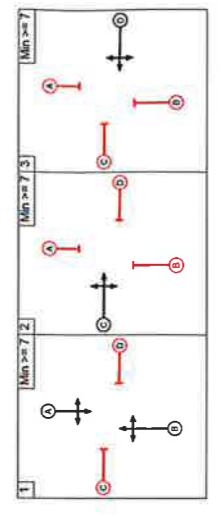


NOTES

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

KEY

- HIGHWAY BOUNDARY INFORMATION RECEIVED FROM OXFORD COUNTY COUNCIL ON 13.03.17 AND INTERPRETED BY PBA
- 215M STOPPING SIGHT DISTANCE TO JUNCTION NEAR-SIDE SIGNAL HEAD IN ACCORDANCE WITH DMRB FOR A BOMPH ROAD
  - STOPPING SIGHT DISTANCE (MAXIMUM ACHIEVABLE) TO JUNCTION NEAR-SIDE SIGNAL HEAD WITHIN ADOPTED HIGHWAY LAND
  - STOPPING SIGHT DISTANCE (MAXIMUM ACHIEVABLE) TO JUNCTION OFF-SIDE SIGNAL HEAD WITHIN ADOPTED HIGHWAY LAND
  - JUNCTION INTERVISIBILITY TO DMRB
  - RELOCATED PRIMARY TRAFFIC SIGNAL HEAD AND POLE
  - EXISTING PRIMARY TRAFFIC SIGNAL HEAD AND POLE
  - EXISTING SECONDARY TRAFFIC SIGNAL HEAD AND POLE



Mark	Revision	Date	Drawn	Chkd	Appd
F	ADDITIONAL ANNOTATIONS SHOWN IN RESPONSE TO RSA	15.03.18	PC	PR	MW
E	REVISED FOLLOWING STAGE 1 RSA COMMENTS	06.03.19	JDS	PR	-
D	ANNOTATION TO SERVICE STATION REMOVED	06.12.17	PC	PC	-
C	ADDED SIGNAL HEADS AND STAGE DIAGRAM	06.12.17	LB	PC	-
B	REVISION TO FILLING STATION ACCESS TIE IN	15.11.17	LB	PC	-
A	REVISION TO FLARE LENGTH AND ROAD MARKINGS	18.08.17	JHo	PR	-

SCALING NOTE: Do not scale from this drawing. If in doubt, ask UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is for information only. The Contractor is to undertake his own investigation when the presence of any existing sewers, services, plant or apparatus may affect the operations.

Drawing Issue Status

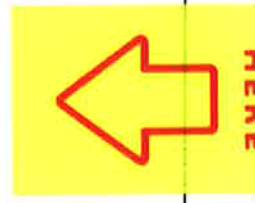
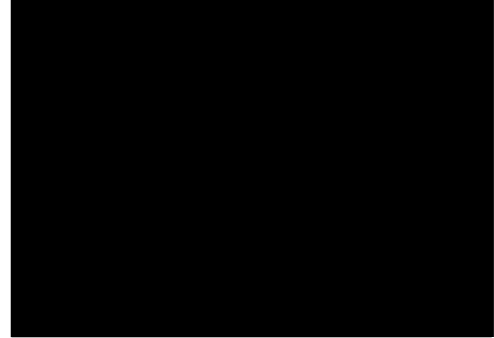
FOR DISCUSSION

HEYFORD PARK, TRANCHE 2  
 HOPCROFTS HOLT JUNCTION (J15)  
 POTENTIAL MITIGATION SCHEMES

Client  
**DORCHESTER GROUP**

www.peterbrett.com  
 Peter Brett Associates LLP  
 Tel: 0117 928 1560

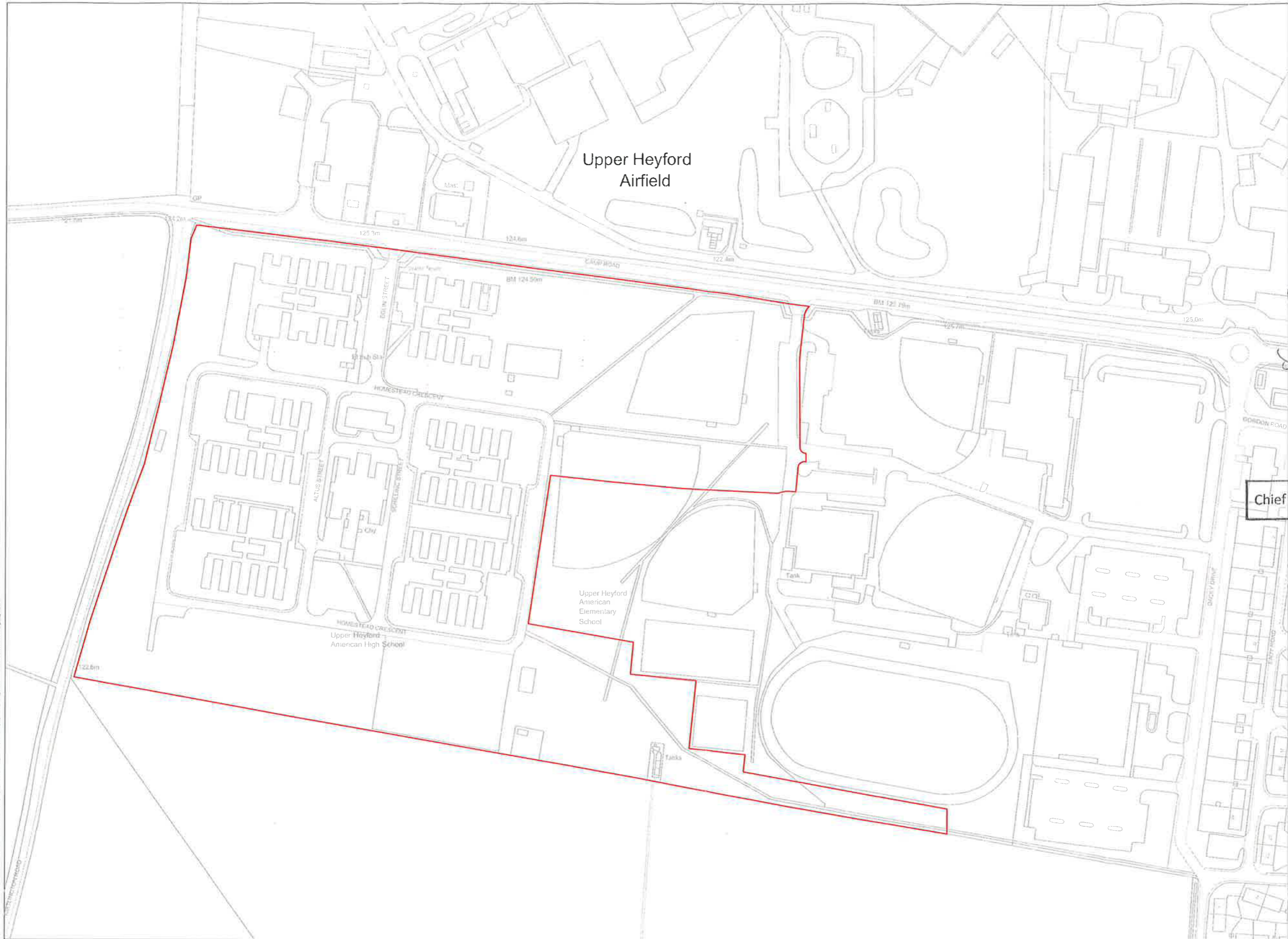
Date of 1st Issue	08.05.2017	Designed	JDS	Drawn	JDS
At Scale	1:500	Checked	*	Approved	*
Drawing Number	39304/5501/SK03	Revision	F		



Chief Legal Officer/Designated Officer

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**KEY**  
 SITE LOCATION







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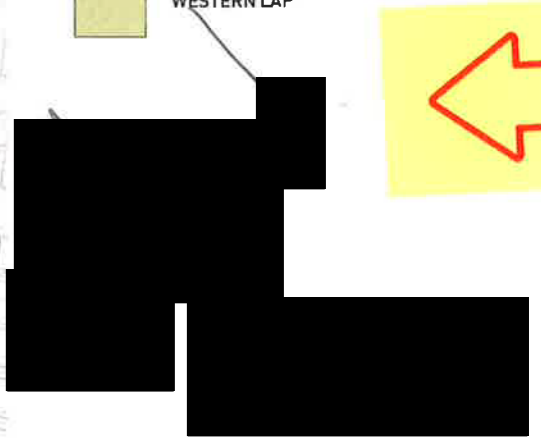
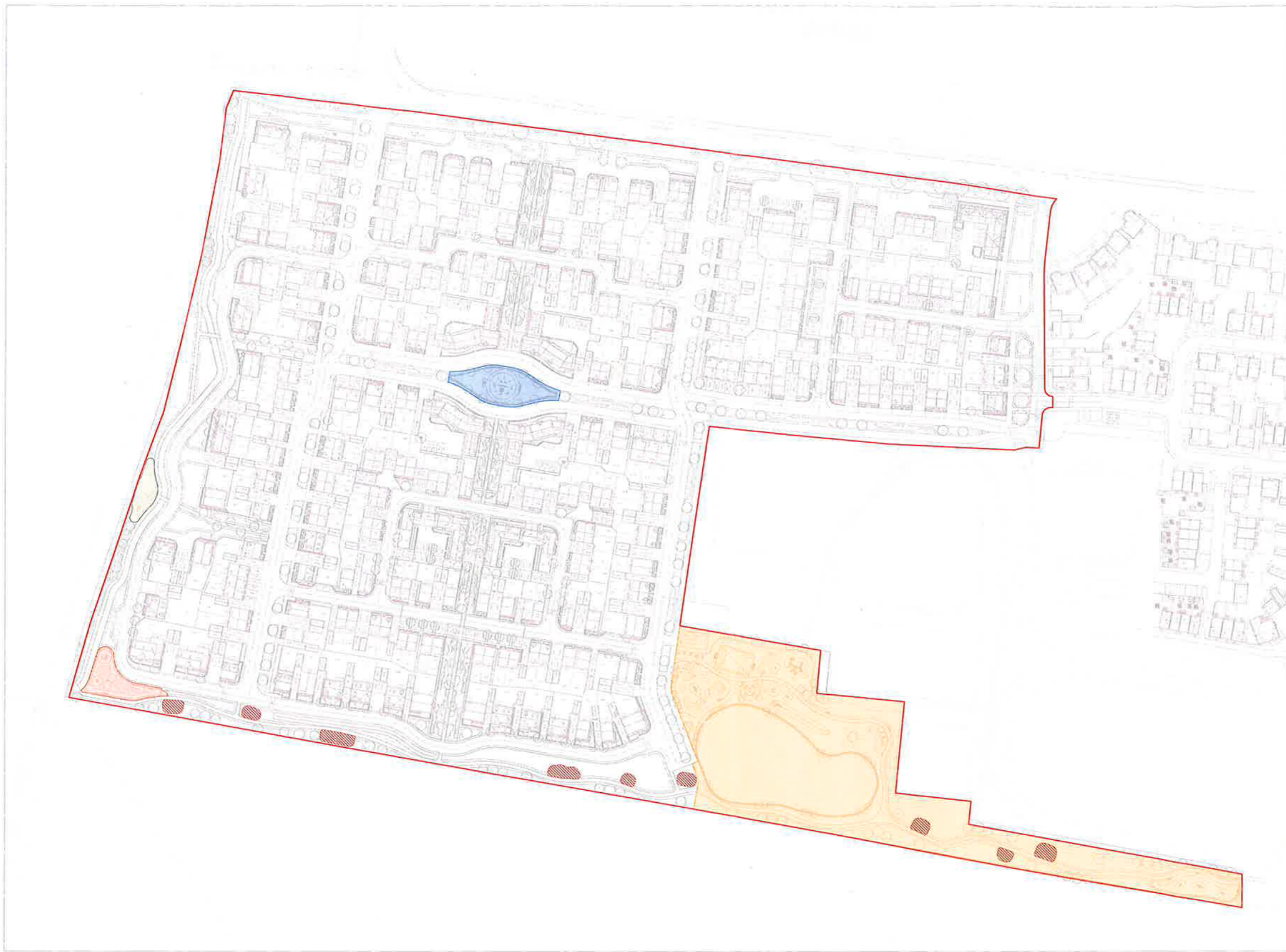


**HEYFORD PARK - PHASE 9 LOCATION PLAN**

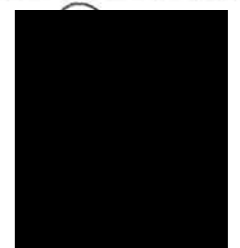


KEY

-  SITE BOUNDARY
-  EASTERN PUBLIC OPEN SPACE
-  TRIM TAIL
-  SOUTH-WESTERN LEAP
-  CENTRAL LAP
-  WESTERN LAP

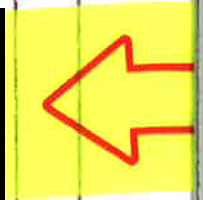
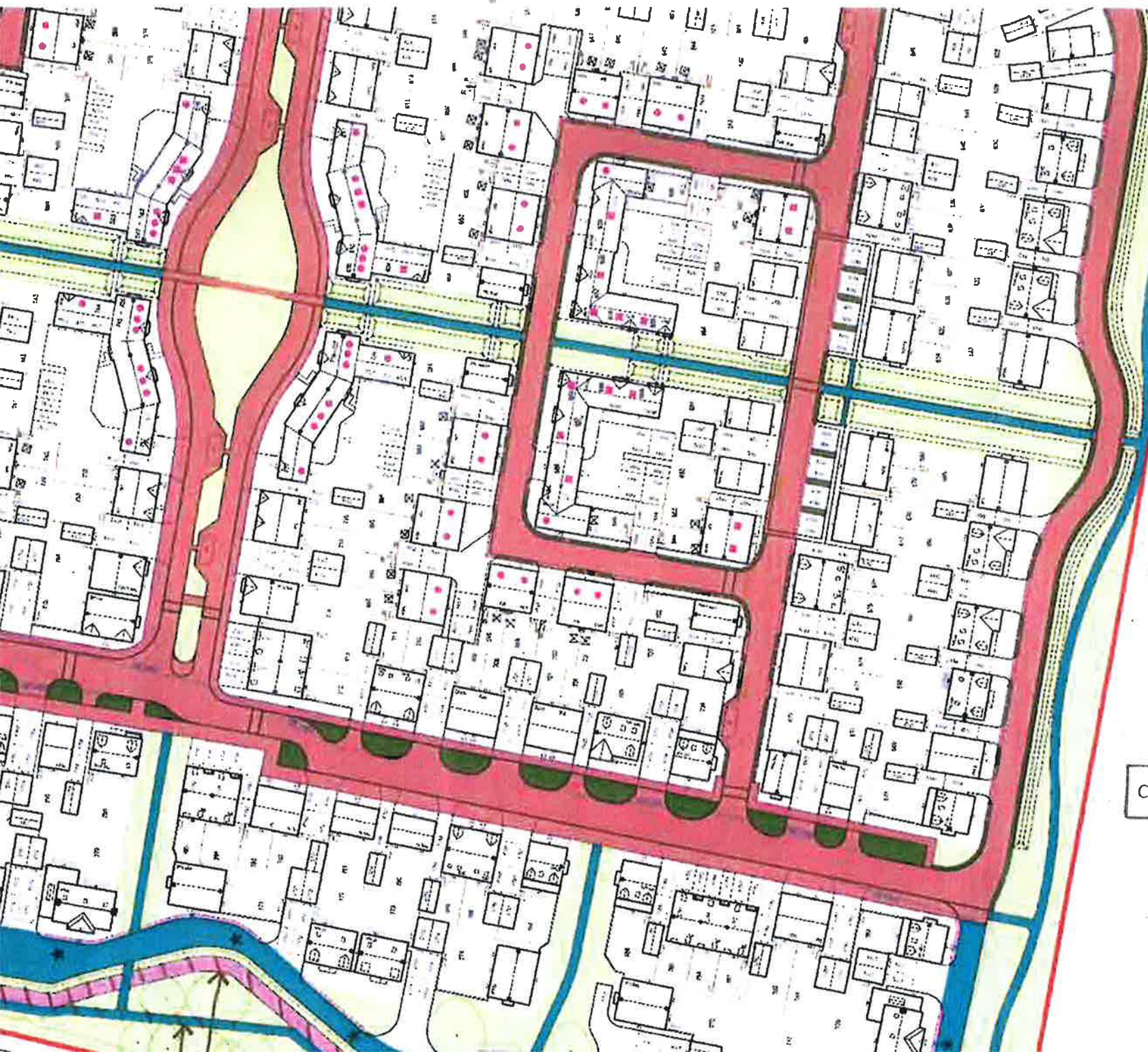


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HEYFORD PARK - PHASE 9, PUBLIC OPEN SPACE PLAN

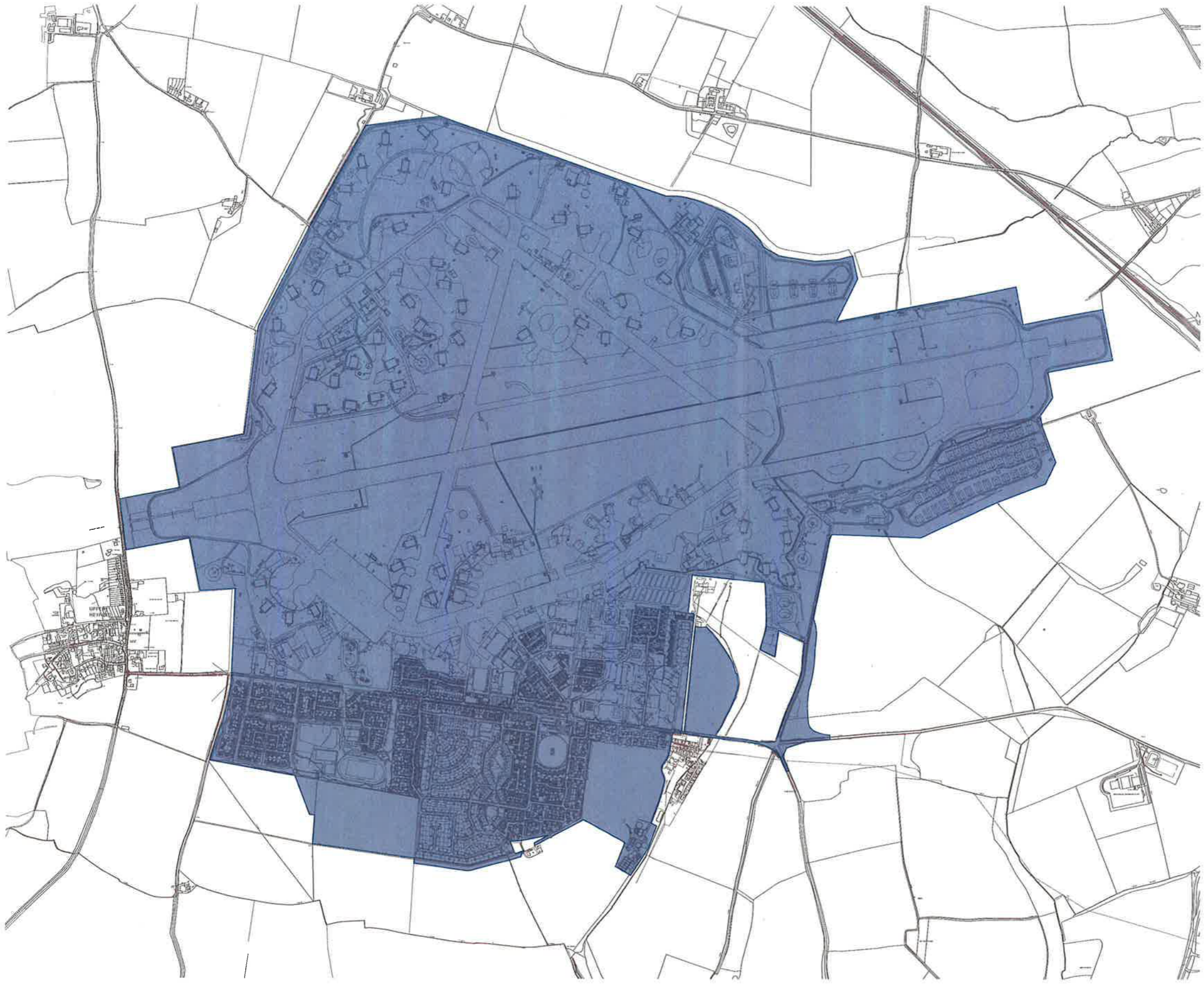




PROPERTY

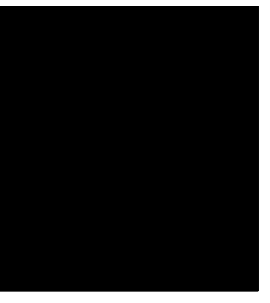
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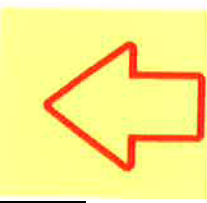


KEY

SECTION 106 AREA



*[Handwritten signature]*








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HEYFORD PARK - PHASE 9 SECTION 106 PLAN

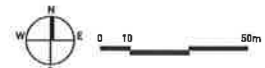




- KEY**
-  1,075 APPLICATION RED LINE LOCATION
  -  PHASE 9 RED LINE
  -  2014 DEED OF VARIATION
  -  PHASE 9 AND 2014 D.O.V OVERLAP
  -  PHASE 9 AND APPLICATION RED LINE OVERLAP

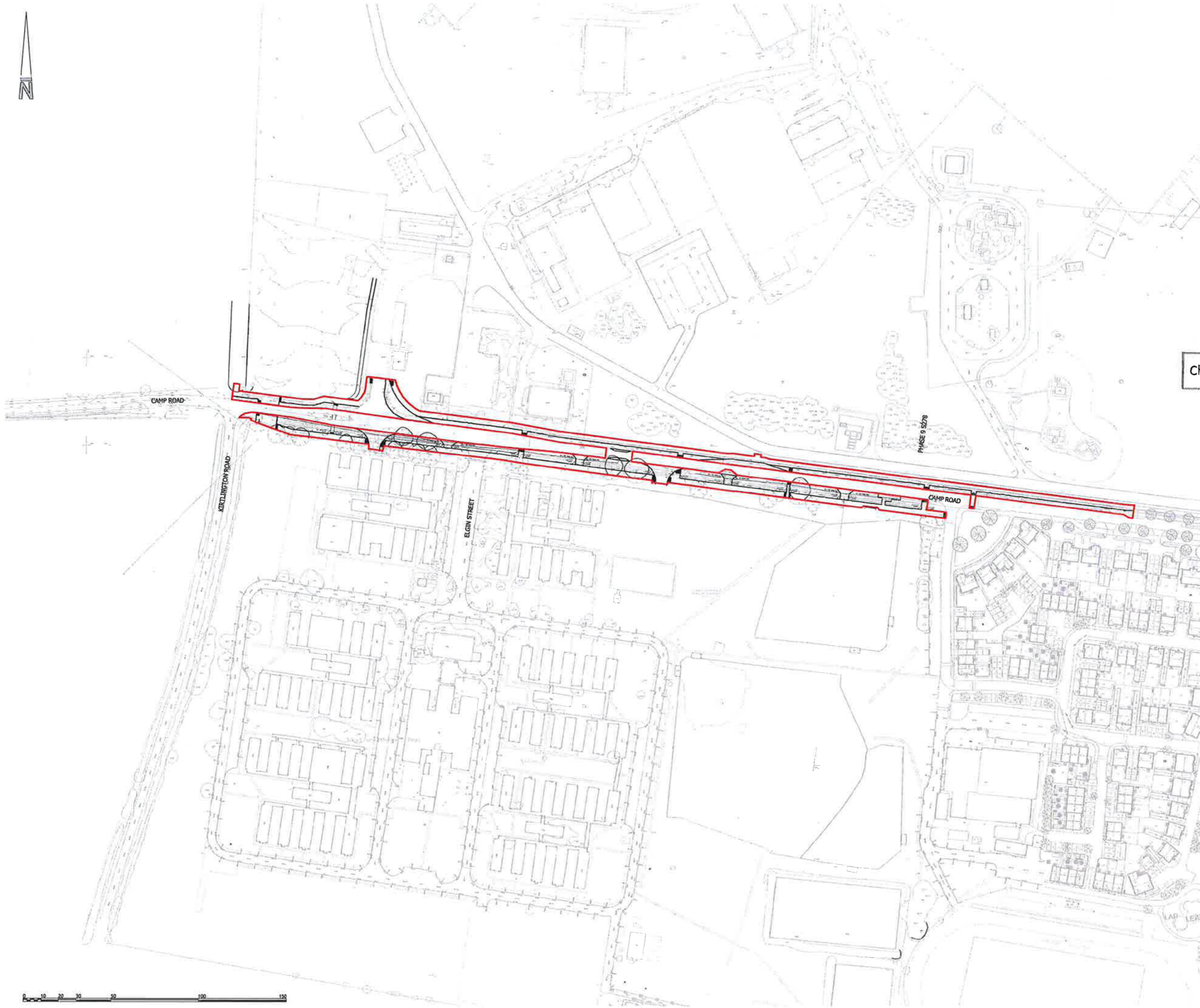


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HEYFORD PARK - OVERLAY PLAN





**NOTES**

- Contractors must check all dimensions on site. Only figured dimensions are to be worked from. Discrepancies must be reported to the Architect or Engineer before proceeding. © This drawing is copyright.
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- Until technical approval has been obtained from the relevant authorities, all drawings are issued as preliminary and not for construction. Should the Contractor commence site work prior to approval being given it is entirely at his own risk.

**SAFETY, HEALTH AND ENVIRONMENTAL**

In addition to the hazards, risks normally associated with the type of work detailed on this drawing, note the following significant risks and Information.

For information relating to end use, maintenance, demolition, see the health and safety file.

It is assumed that all works will be carried out by a competent Contractor, where appropriate, to an approved method statement.

KEY [Redacted]

— Proposed S278 Works Application Boundary

Chief Legal Officer/Designated Officer [Redacted]

B	CROSSING AT BUS TURNING AREA UPDATED	DSH	AT	03.05.19
A	BOUNDARY AMENDED TO SUIT CROSSING ARRANGEMENT	DSH	AT	02.05.19
REV	DESCRIPTION	DRN	CHD	DATE

- PRELIMINARY       INFORMATION       TENDER
- CONSTRUCTION       AS BUILT

SCALE 1:1000 @ A1      DATE 13.03.19

DRAWN DSH      CHK AT

DRAWING NO. HEYF-5-1202      REV B

TITLE  
CAMP ROAD  
UPPER HEYFORD

DETAILS  
PHASE 9 S278 GENERAL ARRANGEMENT

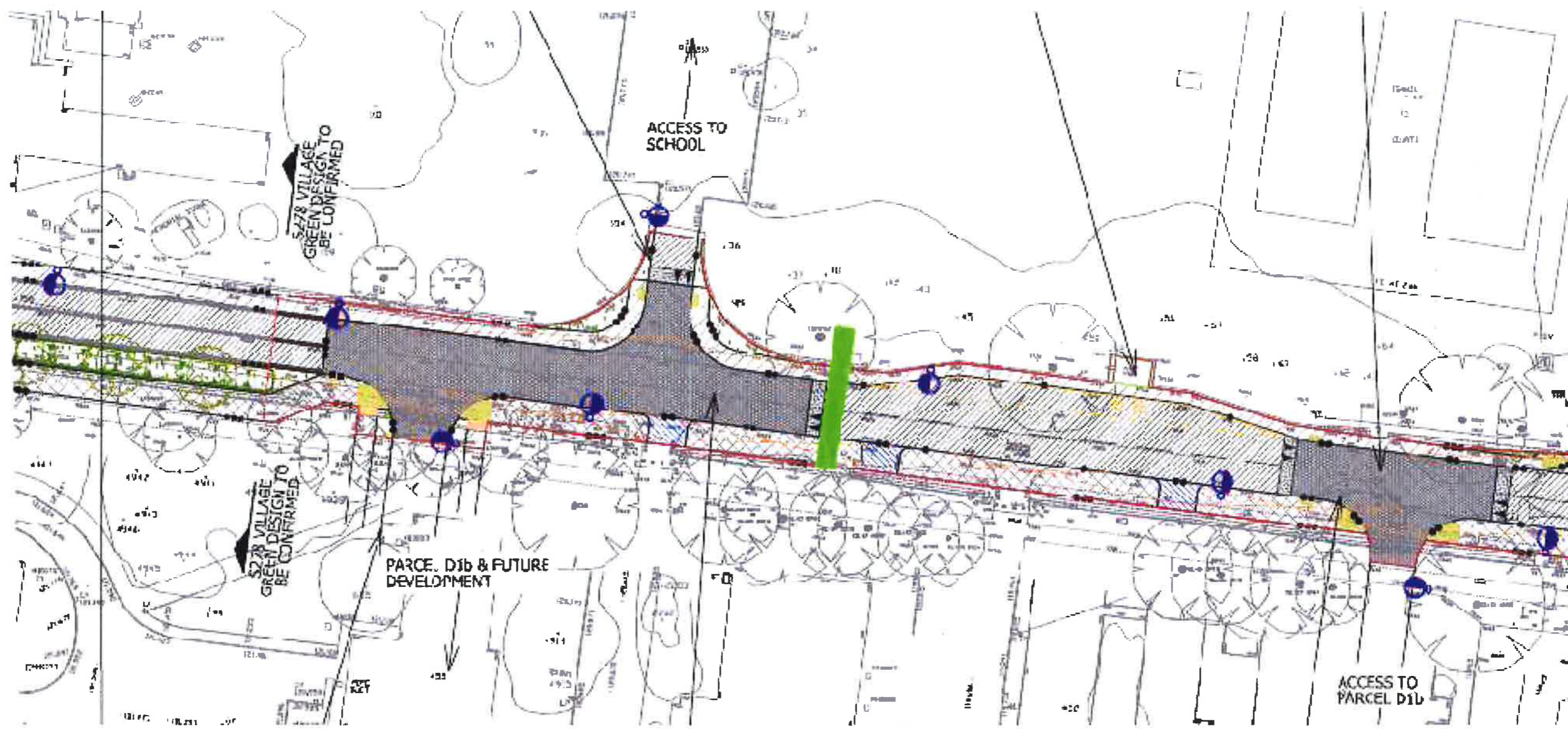
**Woods Hardwick**  
Architecture | Engineering | Planning | Surveying

**BEDFORD : HEAD OFFICE**  
15-17 Goldington Road  
Bedford MK40 3NH  
T: +44 (0) 1234 268862

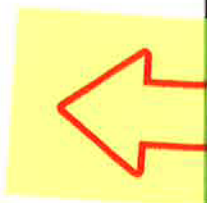
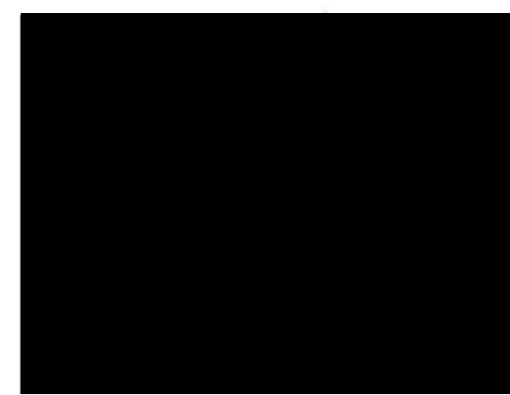
**BIRMINGHAM**  
Fort Dunlop, Fort Parkway  
Birmingham B24 9FE  
T: +44 (0) 121 6297784

ONLINE: mail@woodshardwick.com | woodshardwick.com





Position of new zebra crossing on Camp Road shown indicatively in lime green.



**SCHEDULE 8**  
**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 1.4m wide and suitable 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 BS3882:2007 Specification for topsoil and requirements for use, and easily cultivated to a depth of 450mm

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.

Availability of allotment holders car parking to be agreed



**APPENDIX 1**

**County Contributions Bond**

---

**DATED** \_\_\_\_\_ **20[ ]**

**OXFORDSHIRE COUNTY COUNCIL**

- and -

...

- and -

...

-----  
**(CONTRIBUTION)    B O N D**

relating to land at

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

**THIS BOND** is dated the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

made **BETWEEN**:-

(1) **OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road  
Oxford OX1 1ND (“the Council”)

(2) \_\_\_\_\_ (company number \_\_\_\_\_) whose  
registered office is at \_\_\_\_\_ (“the Owner”)

(3) \_\_\_\_\_ (company number \_\_\_\_\_) whose  
registered office is at \_\_\_\_\_ (“the Surety”)

**WHEREAS** by [deed of covenant (“the Deed of Covenant”) further to]an

Agreement (“the Agreement”) dated the \_\_\_\_\_ day of \_\_\_\_\_

between the Owner and the Council the Owner is under obligation to make

payments to the Council as set out in the Agreement including sums totalling

pounds (£ \_\_\_\_\_) Index Linked described in the Agreement as [ \_\_\_\_\_ ]

(“the County Contributions”)

**NOW THIS DEED WITNESSETH AS FOLLOWS**

1. In this Deed “the Bonded Sum” shall mean the sum of  
pounds (£ \_\_\_\_\_) subject as provided in clause 7
2. The Owner and the Surety are jointly and severally bound to the Council  
for the Bonded Sum
3. The Council may call for the Surety to make payment if the Owner shall  
fail to pay any part of the County Contributions due under any of the  
terms of the Agreement
4. Any claim hereunder shall be accompanied by a statement signed by the  
Solicitor to the Council that the amount claimed represents the amount

payable in respect of all or any part of the outstanding County Contributions

5. The Surety shall within 14 days after service of any claim pay the Council the sum specified in such claim and shall not be entitled to delay or withhold payment for any reason notwithstanding any objection by the Owner or any other party provided always that the maximum aggregate liability of the Surety does not exceed the Bonded Sum
6. The Council may make as many separate claims under this Bond as it considers appropriate provided that they shall not exceed in aggregate the Bonded Sum
7. Whenever any payment (constituting the entirety of a County Contribution or where this is provided for in the Agreement the entirety of an instalment towards a County Contribution and including any interest payable) is made to the Council after the date of this Bond in respect of the County Contributions the Bonded Sum shall be reduced on written notice from the Council to such sum as the Council acting reasonably and taking into account index linking and the trigger dates for payment of the instalments of the County Contributions then estimates to be outstanding in respect of the County Contributions (being the amount of the County Contributions remaining to be paid adjusted for index linking and including reasonable allowance for future index linking) plus any outstanding interest on account of late payment and all such reductions shall be notified in writing by the Council to the Owner and the Surety within 3 months of the relevant payment

8. Without prejudice to the generality of clause 5 the obligations of the Surety under this Bond shall not be affected by any act, omission or matter which might (but for this clause) operate to release or discharge such obligations in whole or in part, including without limitation:
  - 8.1 any time or waiver or accommodation or credit granted to the Owner or the Surety or any abstention from enforcing the Council's rights against the Owner or the Surety;
  - 8.2 the bankruptcy, liquidation or insolvency of the Owner or the presentation of a petition for the making of an administration order in respect of the Owner or the making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the Owner;:
  - 8.3 any variation of or amendment to the Agreement (and references to the Agreement in this Bond shall be references to the Agreement as so varied or amended from time to time) or in the extent or notice of the Works;
  - 8.4 any obligation on the part of the Owner being void;
  - 8.5 any thing or matter that would or might have discharged or affected any liability if the Surety's obligation under this Bond had been secondary rather than primary
  
9. This deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

10. This Bond shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Bond

**THIS BOND** has been executed as a Deed and is delivered the day and year first before written

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

Chief Legal Officer/Designated Officer

**THE COMMON SEAL** of )  
 )  
was hereunto affixed in the )  
presence of:- )

Director

Secretary

**THE COMMON SEAL** of )  
 )  
was hereunto affixed in the )  
presence of:- )

**EXECUTED** and **DELIVERED** as a )

**DEED** by )

acting by its duly authorised )

attorney in the presence of:- )



## **APPENDIX 2**

### **Deed of Covenant**

**DATED** \_\_\_\_\_ **20[ ]**

\_\_\_\_\_

- and -

**THE OXFORDSHIRE COUNTY COUNCIL**

-----  
**DRAFT**

**DEED OF COVENANT**  
-----

KJ/052125-2

Nick Graham  
Chief Legal Officer  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND

**THIS DEED OF COVENANT** is made the                      day of    20[ ]

**BETWEEN**

(1) [    ] (“the Buyer”)

and

(2) **OXFORDSHIRE COUNTY COUNCIL** (“the County Council”)

**1. Interpretation**

In this Deed

1.1. “the Agreement” means an agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and all other enabling powers dated [                      ] and made between Cherwell District Council (1) Oxfordshire County Council (2) Elgin Investments LLP (3) and Heyford Park Estate Limited (4) relating to the Site

1.2. “the Buyer” means [    ]

1.3. “the County Council” means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions and any duly appointed employee or agent of the County Council or such successor

1.4. “the County Obligations” means those covenants agreements conditions and other commitments on the part of the Owner referred to in clause 5 and the Sixth Schedule of the Agreement and given to the County Council pursuant to the Agreement (except those which have been performed)

1.5. “the Site” has the meaning assigned to it in the Agreement

1.6. “the Transferred Land” means that part of the Site shown edged red on the plan annexed to this Deed

1.7. Words and expressions defined in the Agreement shall bear the same meaning in this Deed and the provisions as to interpretation contained in the Agreement shall apply

**2. Background**

2.1. This Deed is supplemental to the Agreement and to a transfer of the Transferred Land (being a substantial part of the Site) dated [ ] made between (1) [ ] (2) the Buyers

**3. Covenants with the County Council**

The Buyer [*joint and several covenants if more than one person*] covenants with the County Council that it will at all times from the date of the Deed observe and perform the County Obligations

4. The provisions of clause 5 and the Sixth Schedule of the Agreement apply to this Deed as if they were set out in full in this Deed and any references therein to "this Agreement" or similar were references to this Deed and any references to 'the Owners' were references to the Buyer

In witness whereof the Buyer has executed this Deed as a deed the day and year first before written

**THE**

**EXECUTED** and **DELIVERED** as a )

**DEED** by [ ] )

acting by its duly authorised )

attorney in the presence of: )



**APPENDIX 3**

**Landscape Technical Specification**



DISTRICT COUNCIL  
NORTH OXFORDSHIRE

**Cherwell District  
Council**



**South  
Northamptonshire  
Council**

**CHERWELL DISTRICT COUNCIL  
AND  
SOUTH NORTHAMPTONSHIRE COUNCIL  
CONTRACT FOR THE PROVISION OF  
LANDSCAPE MAINTENANCE  
SERVICES**

**01 APRIL 2018 - 31 MARCH 2024**

**Document 3: Technical Specifications**

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<b>SECTION CONTENTS</b>	<b>PAGE No.</b>
<b>1. GRASS MAINTENANCE</b> (Performance)	<b>2</b>
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# **SECTION 1**

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## **GRASS MAINTENANCE**

## **1.0 MAINTENANCE OF GRASSED AREAS**

### **1.1 General Conditions**

- 1.1.1 Prior to the commencement of the works the Contractor shall have satisfied himself of the location and nature of the works. A programme of works shall be submitted to the Authorised Officer (AO) to achieve this specification. The number of visits shall be spaced over each period to meet the specification mowing regime. The height of cut should be gradually lowered at the start of the season to achieve the specified standard and gradually raised towards the end of the season to allow for the slowing down of the rate of grass growth.
- 1.1.2 The Contractor shall use mowers appropriate in type, size, shape and methods of cutting for the type of work involved. All wheeled grass cutting machinery must be fitted with appropriate grassland tyres. The Contractor shall allow in his general rates for the use of pedestrian machinery necessary to cut any steep banks found within the defined area, and ensure that they are cut to the same standard as the surrounding areas. The Contractor shall ensure that all machines are set to an appropriate height for the time of year and that all blades are sharp and in good condition to produce a true and even cut at all times. Any damage as a result of a lack of maintenance, or incorrect setting, shall be made good by the Contractor in accordance with the contract conditions contained within this Tender to the full satisfaction of the AO.
- 1.1.3 The Contractor shall at all times during the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator or any person in the vicinity of operations. The Contractor shall provide his staff with all necessary safety equipment and shall ensure that staff use these at all times where they are working on council sites.
- 1.1.4 The entire area of grass shall be cut to an even length to the appropriate specification; leaving no areas uncut between each pass, and taking care to cut as closely as possible around obstructions and to the entire boundary of the site. All moveable obstacles within the grass area shall be moved so that all the areas can be mown into one operation, and after each mowing cycle returned to their original position. Any follow up to remove clippings from adjacent hard surfaces back onto the grass area that has been cut shall be done on the same day of cutting. Any strimming works required shall be completed within 8 working hours of the cut taking place.
- 1.1.5 Where indicated in the schedules the edges to borders, beds and hard surfaces shall be clipped at the same time as cutting. On general amenity areas this can be carried out using mechanical means, however, on high profile amenity areas this operation shall be carried out using long handled shears.
- 1.1.6 Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor shall reinstate such damage to the satisfaction of the AO. Should the Contractor fail to carry out such works within the time period allowed within

the tender, the AO may instruct other persons to carry out the work, the costs of these works being charged to the Contractor.

- 1.1.7 The Contractor shall make good at his own expense any damage caused to walls, fences, furniture, bins, trees, grave stones, manhole covers and other obstructions during grass cutting operations. Should it be determined by the AO that the failure of a planted tree or shrub is due to damage inflicted by negligent grass cutting, the Contractor shall be required to replace the tree or shrub with the same species, age and shape at own expense to the full satisfaction of the AO.
- 1.1.8 Prior to mowing, all litter, stones and other debris, irrespective of its source shall be cleared from the grassed area and disposed of by the Contractor to an approved recycling centre at his own expense.
- 1.1.9 Clippings shall be evenly distributed across the surface of all grass areas, except where they are to be boxed off. All adjacent hard surface areas shall be left clear of any grass clippings and debris, and left in a safe and tidy condition on the same day of cutting prior to leaving the site.
- 1.1.10 Mechanical air blowers may be used when conditions are dry and are appropriate, as defined in BS7370-2:1994, as a substitute for sweeping.
- However, they **must not** be used:
- a) Between the hours of 18.00 and 07.30 inclusive
  - b) In wet conditions
  - c) In areas where they are likely to cause a nuisance (e.g. in close proximity to housing, in elderly persons dwelling gardens, or close to schools)
- 1.1.11 The AO reserves the right to instruct the Contractor to cease grass cutting operations on certain sites, or in total, during periods when ground conditions are so wet that continuing to cut the grass may cause damage to the sward or the surface of the ground, in the opinion of the AO.
- 1.1.12 During periods when conditions are so wet as to prevent grass cutting occurring without causing damage to the surface or levels of the ground, or producing divots, the Contractor shall, with the approval of the AO, cease grass cutting operations. The Contractor shall be required to resume work as soon as possible in accordance with the schedule and catch up with any work not completed to the required standard within a time deemed as reasonable by the AO.
- 1.1.13 During the period of the Contract no growth regulators or herbicides shall be applied to any area of turf without the approval by the AO.
- 1.1.14 Areas where flowering bulbs have been naturalised shall be left uncut for a minimum period of six weeks and a maximum of eight weeks, after flowering has finished. Following instructions from the AO, the Contractor shall cut these bulb areas and remove all arisings on the same day of cutting. Prior to leaving the site, the contractor shall ensure the grass is left to the same standard as found in the surrounding areas. All areas must be cleared within a maximum of 14 days from receiving the instruction to cut. The Contractor shall make allowance for this operation in his general

rates for grass cutting. This shall also apply to any "new" areas of bulb planting which may take place during the Contract period.

- 1.1.15 In areas where moles are active, the Contractor shall distribute the soil evenly around the surrounding area from the molehill prior to mowing. If requested by the AO, the Contractor shall remove the soil off the site.
- 1.1.16 Whilst mowing within cemeteries due consideration must be given at all times to members of the public visiting graves, as well as to the protection of the grave stones themselves. The Contractor should be prepared to adjust his work programme accordingly. All mowing shall cease to allow for funerals to take place. All manpower and machinery to be withdrawn from the area of the burial until the mourners have left the cemetery.
- 1.1.17 During the winter months on high profile amenity areas the contractor will edge back grass areas where they meet hard surfaces. A half moon edging iron shall be used to cut the turf back to the hard surface. A line or edging board shall be used where appropriate and all curves shall be clean, free flowing lines. As part of the edging operation any weed growth on path edges, gutters etc. within a 14 day period and adjacent to the grass area shall be scraped out and removed, unless otherwise instructed by the AO.
- 1.1.18 Where application of herbicide to obstacles or selective weed killing is specified, to take place in respect of grassed areas; operations shall be carried out twice a year with reference to specification 5 Chemical Applications.
- 1.1.19 Where a fertiliser is specified under maintenance of high profile amenity areas, the contractor shall apply a liquid fertiliser, with the make up of 12N-0P-2K-2Fe+0.5mg or similar, approved by the AO. This shall be applied to the manufactures recommendations in the second week of June prior to anticipated rain. To prevent scorching the contractor should include the possibility that hand watering may be required.
- 1.1.20 In addition to the general requirement to remove leaves prior to mowing, where leaf removal is specified as an included operation, during the Autumn months the contractor will be required to remove any build-up of leaves to ensure a healthy sward is maintained, all collected leaves shall be removed from site and taken to a recycling centre approved by the AO.

## **1.2 High Profile Amenity Areas (A Cut)**

- 1.2.1 Unless otherwise approved by the AO rear roller propelled cylinder mowers shall be used with a front roller to control the height of cut. The maximum size mower permitted on amenity box mown areas to be 600mm cutting width unless otherwise specified.

## **1.3 General Amenity/Verge Areas (B Cut)**

- 1.3.1 On these areas to maintain a high standard of finish a mixture of both cylinder, rotary or mulch/recycling mowers may be used to ensure the

specified standard is achieved. This can be dependent on the size of area being cut, conditions, and the time of year, i.e. the need to control bents.

#### **1.4 Sports Pitch Areas (C Cut)**

##### **1.4.1 Football, Rugby and Cricket Outfields**

Tractor drawn or ride on cylinder mowers shall be used on Football and Rugby pitches, however, a cut and collect machine will be used for the athletics facility.

##### **1.4.2 Cricket Squares (C1 Cut)**

1.4.2.1 Cricket squares will be cut with a rear roller propelled cylinder mower with a front roller to control the height of cut. The maximum size mower permitted on cricket squares is 600mm cutting width unless otherwise approved by the AO.

1.4.2.2 The Contractor will ensure cuts are clean and cause no damage to the grass sward. The Square must be cut in a way to produce a striped effect along the direction of play.

1.4.2.3 When mowing the square tip back the mower at areas of newly emerged grass seedlings until seedlings become established.

1.4.2.4 The contractor will be required to raise the height of cut of season. All arisings and leaves shall be removed from site and taken to a recycling centre approved by the AO.

#### **1.5 Flailed Areas (D Cut)**

1.5.1 A rear or side mounted tractor rotary/flail shall be used on these areas.

#### **1.6 Wild Flora areas**

These areas will fall into three main categories:-

##### **1.6.1 Combination Meadow (E Cut)**

1.6.1.1 Grassland areas allocated under this specification will be left to grow and flower in the early months (i.e. January to late May) cut, left to grow and flower again during the summer months and then cut a second time in late September, unless instructed otherwise by the AO. On both cuts all arisings will be removed from site and disposed of in a way approved by the AO. On both occasions the grasses will have reached a height of up to 1000mm, recommended cutting machinery for this operation would be a reciprocating blade mower (such as an Allen scythe), which can cut the tall grassland at a single point near the ground level, thus facilitating removal of the arisings. If it is the Contractor's intention to bale the "hay crop" to facilitate removal, any income arising from the sale of the hay will accrue to the Contractor.

### **1.6.2 Spring Flowering Meadow (F cut)**

1.6.2.1 Grassland areas allocated under this specification will be left to grow, and flower, uncut during the spring months (i.e. left uncut from January to June each year).

1.6.2.2 Unless otherwise instructed by the AO a "hay crop" will be taken between mid-June/early July, the grass which has been allowed to grow in the Spring (to a height of 500-800 mm) will be cut by the Contractor to a height of approximately 100mm. When dried (no sooner than one week and no longer than two weeks after cutting) all arisings will be removed from the site and disposed of in a manner approved by the AO. If it is the Contractor's intention to bale the "hay crop" to facilitate removal, any income arising from the sale of the hay bales will accrue to the Contractor.

1.6.2.3 Recommended cutting machinery for this operation would be a reciprocating blade mower (such as an Allen scythe), which can cut the tall grassland at a single point near to ground level, thus facilitating removal of the arisings. For larger areas, agricultural cutting machinery is recommended alongside the use of a forage harvester or baling machine. It is essential that the grass is properly dried before baling. Hay bales will be removed from site immediately after production.

1.6.2.4 In addition to the "hay crop" the contractor will carry out three more cuts through to the end of the growing season (i.e. August, September and October). Recommended machinery for this operation is a rear or side mounted rotary/flail. The arisings produced from this operation may be left on site.

### **1.6.3 Summer Flowering Meadow (G Cut)**

1.6.3.1 Grassland areas located under this specification will be left to grow and flower during the summer months (i.e. will be left uncut from early June to late September each year).

- 1.6.3.2 Prior to the “hay crop” during the spring months the contractor will carry out two cuts (April, and early May). The grass will be cut to a height of approximately 100mm, and arisings may be left on site. Recommended machinery for this operation is a rear or side mounted rotary/flail
- 1.6.3.3 From early June to late September the grasslands will be left uncut until a “hay crop” is taken.
- 1.6.3.4 A “hay crop” will be taken by the Contractor in late September; the grass which has been allowed to grown during the summer (to a height of up to 1000mm) will be cut to a height of approximately 100mm. Recommended cutting machinery for this operation would be a reciprocating blade mower (such as an Allen scythe). When dry (no sooner than one week and no longer than two weeks after cutting) all arisings will be removed from the site and disposed of in a way approved by the AO. If it is the Contractor’s intention to bail the “hay crop” to facilitate removal, any income arising from the sale of the hay will accrue to the Contractor.

## 1.7 Grass Maintenance Performance Schedule

Category	High Profile Amenity Areas (A Cut)	General Amenity areas/Verges (B Cut)	Sports Pitch Areas (C Cut)	Cricket Squares (C1 Cut)	Cricket Wicket (C2 Cut)	Flailed Areas (D Cut)	Wild Flora Areas (E, F & G Cut)
Type of Machine	Cylinder	Cylinder/Rotary	Cylinder	12/16 bladed Cylinder	12/16 bladed Cylinder	Flail/Strimmer	Reciprocating/Baler/Flail
Max Permitted Length of Grass	40mm	75mm	50mm	12mm Summer 20mm Winter	5mm	300mm	800mm-1000mm
Length of Grass After Cutting	20mm	25mm	25mm	8mm Summer 15mm Winter	4mm	40mm	100mm
Distribution of Clippings	Collected	Flown and evenly distributed	Flown Football/Rugby/Cricket Outfield Collected Athletics	Collected	Collected	Flown and evenly distributed	Collected & Flown
Edges to Borders and Beds	Clipped at same time of Cutting	Clipped at same time of Cutting	N/A	N/A	N/A	N/A	N/A
Clearing of Hard surfaces	Removal of grass clippings from footpaths and water course same day as cut	Removal of grass clippings from footpaths and water course same day as cut	Removal of grass clippings from footpaths and water course same day as cut	N/A	N/A	Removal of grass clippings from footpaths and water course same day as cut	Removal of grass clippings from footpaths and water course same day as cut
Follow Up	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas	N/A	N/A	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas
Included Operations	Removal of Litter Apply a suitable herbicide around Tree Bases, Bases, Obstacles, Fence Lines, Wall Bases etc. within Grass Maintained Areas Half Moon Edging Leaf Clearance Apply Selective Herbicide Apply Fertiliser (Spring/Summer/Autumn/Winter)	Removal of Litter Apply a suitable herbicide around Tree Bases, Obstacles, Fence Lines, Wall Bases etc. within Grass Maintained Areas	Removal of Litter Apply a suitable herbicide around Tree Bases, Obstacles, Fence Lines, Wall Bases etc. within Grass Maintained Areas Leaf Clearance Apply Selective Herbicide Apply Fertiliser (Spring/Summer/Autumn/Winter)	Removal of Litter Leaf Clearance Apply Selective Herbicide Apply Fertiliser (Spring/Summer/Autumn/Winter)	Removal of Litter Leaf Clearance Apply Selective Herbicide Apply Fertiliser (Spring/Summer/Autumn/Winter)	Removal of Litter Apply a suitable herbicide around Tree Bases, Obstacles, Fence Lines, Wall Bases etc. within Grass Maintained Areas	Removal of Litter



## **SECTION 2**

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# **SPORTS PITCH MAINTENANCE**

## **2.0 SPORTS FACILITIES**

### **2.1 General Conditions**

2.1.1 The Contractor shall allow for and provide all labour, plant, equipment and materials (except where notified) necessary to carry out the maintenance of Sports Facilities in the manner set out in the following Specification.

#### **2.1.2 Mowing General Sports**

2.1.2.1 The Contractor shall adhere to the Grass Cutting Specification for the maintenance of grass areas at Sports Facilities, Specification 1.0 and BS7370 Part 3 1991 and European equivalents.

2.1.2.2 At the request of the AO, the Contractor shall mow the pitches during periods of drought where the main objective is to remove bents. The Contractor shall cut the pitch and the surrounds to the field boundary line using an approved rotary mower. The normal period for this will be during dry periods over the summer months, and will be instead of normal mowing detailed in Specification 1.0.

#### **2.1.3 Marking Out General Sports**

2.1.3.1 Sports facilities shall be marked and ready for use by the dates shown below (these being subject to amendment at the discretion of the AO):

	Start Date First Saturday After	Finish Date Last Friday Before
Football & Rugby	1 <sup>st</sup> August	30 <sup>th</sup> April
Athletics	1 <sup>st</sup> April	30 <sup>th</sup> September
Cricket	1 <sup>st</sup> May	30 <sup>th</sup> September

2.1.3.2 All markings shall be carried out in accordance with the current requirements of the sport's governing body, which may be subject to change during the course of the contract. The positioning of pitches shall be approved by the AO. All angles and lengths should be true and lines straight.

2.1.3.3 All markings shall be carried out using materials approved by the AO, the use of creosote, lime, any pesticide or herbicide or other unapproved additive will not be permitted. All whitening shall be supplied by the Contractor, who must ensure that he is never without supplies. The Contractor shall ensure that the marking mix and the applicator are suitable for the prevailing ground and weather conditions. The Contractor shall ensure that the marking compound is of sufficient strength to persist for at least one week even under adverse weather conditions.

2.1.3.4 Wet Line marking shall be undertaken with a compound mix approved by the AO. The Contractor must, prior to the commencement of the contract, provide the AO with a list of the constituents of the Wet Line marking mix.

- 2.1.3.5 If ground conditions require or at the request of the AO, Dry Line marking shall be undertaken using material approved by the AO. The AO must be informed in advance of the commencement of work. The Contract shall use only approved dry line marking compound with binding compound included to ensure the marking compound holds on contact with a wet surface. Dry Line marking shall be paid for according to Schedule of Rates.
- 2.1.3.6 The Contractor shall ensure that no spillage of whitening occurs. If there is a spillage of wet or dry line marking mix it will be cleaned up immediately at the contractors own expense.
- 2.1.3.7 In certain conditions where light snow or leaves would impede the line marking operation, the Contractor must clear the lines before the commencement of marking operations; this operation shall use a blower approved by the AO.
- 2.1.3.8 On pitches specified, the Contractor shall over mark sports pitches either by wet or dry line markings to ensure that lines are clearly defined at all times during the playing season. The Council will not make additional payments for remarking from scratch when lines are lost due to grass cutting operations or lack of regular white lining. The AO will enforce the Default procedure to ensure full compliance with this important requirement.
- 2.1.3.9 Immediately prior to carrying out initial marking of pitches, a 500mm wide strip of grass, a minimum of 250mm either side of the agreed position of the lines shall be cut to ensure that the height of sward does not exceed 20mm. The areas to be marked should be free of grass cuttings, and the Contractor should make allowance in his rates for the use of box mowers. After the initial mowing and marking out, the lines will be mown out as required before over marking, with a rotary mower as agreed and approved by the AO.
- 2.1.3.10 The Contractor will ensure that following the completion of marking out, all machines are washed out and the remaining marking compound disposed of in a safe manner with due regard to the environment.

#### **2.1.4 Selective Herbicide Application General Sports**

- 2.1.4.1 The Contractor shall allow for the supply and application of an approved broad-spectrum selective herbicide to grass of all sports facility locations. The herbicide shall be applied strictly in accordance with the manufacturer's instructions at the recommended rates and with full regard for the C.O.S.H.H. Regulations. All as Specification 5.0 "Chemical Applications". When using any pesticide the Contractor must have due regard for the environment, facility users, wildlife, operatives, and the facility itself. The Contractor must notify the AO in writing 24 hours before commencing the application of any pesticide. The application of pesticides shall take into account any current Council policies on the environment, which may be subject to change during the course of the Contract.

- 2.1.4.2 Each sports facility location specified shall receive two applications of selective herbicide, one in the last two weeks of April and another in September. The AO must be issued with a spraying programme to ascertain when spraying operations are due to take place. Where grass seed is to be sown during the same period, the Contractor shall ensure that herbiciding is done sufficiently prior to sowing so as not to adversely affect grass seed germination. If herbicide does damage germinating grass, it must be put right at the Contractor's own expense.
- 2.1.4.3 The Contractor shall not spray in weather conditions likely to cause spray drift or when wet weather is imminent, or in particularly dry periods.
- 2.1.4.4 The grass shall not be cut within the three days either prior to or following the application of herbicide. The Contractor should be aware that fixtures are normally held on a Saturday or Sunday, and that the Contractor should check with the AO before commencing spraying to ensure that no fixtures are booked during this period.
- 2.1.4.5 The Contractor shall carry out monthly in season maintenance to all playing surfaces when ground conditions allow, unless otherwise directed by the AO:
- 2.2.3 Rolling (Football, Rugby and Cricket)
  - 2.2.4 Spiking (Football and Rugby)
  - 2.2.5 Harrowing (Football and Rugby)
- 2.1.4.6 The Contractor shall ensure that any operation on the playing surface such as mowing, harrowing and rolling are programmed to be carried out when they would not adversely damage the grass surface or the pitch markings. If the line marking or playing surface are affected by such operations the Contractor will be required to re-mark the lines and reinstate such damage to the satisfaction of the AO, at the Contractor's own expense.
- 2.1.4.7 Cricket Squares shall be of smooth and even surface, and maintained in a condition which will allow for a true and consistent bounce which will not shoot or lift dangerously when struck by a ball. Its pace should deviate only as a result of the angle of impact or degree of rotation imparted by the bowler. The crease must be consolidated to withstand the pounding of the bowler's feet without forming holes.
- 2.1.4.8 Prior to carry out any maintenance to sports areas, all litter, stones and other debris, irrespective of its source shall be cleared from site and disposed of by the Contractor to an approved recycling centre at his own expense.

## **2.2 Football and Rugby Pitch Maintenance**

### **2.2.1 Site Inspection & Litter Picking**

2.2.1.1 All sports pitches shall be inspected by the contractor during line marking operations, once per week during the playing season (usually on a Thursday or a Friday), and made clean and tidy and ready for play. Inspection sheets should be sent to the AO before 12pm on Friday. At each inspection any stones, litter and/or other debris found on the pitches or closely adjacent shall be collected and removed from site. Glass or other harmful objects shall be removed immediately, whether they are discovered during regular inspections or during other visits or brought to the attention of the Contractor by the AO. Any missing socket covers must also be reported immediately to the AO.

2.2.1.2 At the time of marking operations, the Contractor shall carefully examine the surface to ensure that there are no holes, ruts, or any other feature likely to cause injury to facility users. In the event that any dangerous areas are found they should be immediately be rectified and filled with an approved soil/sand and seed mix.

2.2.1.3 The next working day following the completion of a match/fixture the Contractor shall inspect the pitch and the posts. All divots shall be replaced and firmed into place to form a consistent level with the immediate surrounds. Any acts of vandalism to the pitch or related equipment must be reported by the Contractor to the AO immediately in writing.

2.2.1.4 All items maintained by the Contractor on this site must be inspected during other operations and any damage or irregularity reported immediately to the AO.

### **2.2.3 Rolling (Football and Rugby)**

2.2.3.1 The Contractor shall allow for the rolling of all pitches to achieve a level profile and a firm surface, to be carried out each month throughout the playing season timing to be agreed by the AO. This should be carried out with regard to the prevailing weather conditions and not when the ground conditions are unsuitable which may damage the playing surface. This should be carried out using a tractor drawn roller at least 3m wide and weighing between 1000kg and 1500kg.

2.2.3.2 Rolling shall be carried out in one pass in one direction longitudinally. The type of roller must be approved by the AO. Any large stones or potentially hazardous objects are to be removed from the pitch before rolling commences and taken to a designated site for disposal.

## **2.2.4 Spiking (Football and Rugby)**

- 2.2.4.1 In order to give players, and in particular goalkeepers, a flat dry surface, the Contractor shall be required to aerate all Rugby and Football pitches and cricket outfielders using 100mm – 150mm spikes, hollow tines or slit tines at maximum 300mm centres to their full depth, each month throughout the playing season timing to be agreed by the AO. The machine passes must overlap by 300mm on each run.
- 2.2.4.2 The spiking machinery must be approved by the AO, and works shall only be carried out when ground conditions are suitable, not when the ground is too wet, frosted or covered with snow.

## **2.2.5 Harrowing (Football and Rugby)**

- 2.2.5.1 During the playing season the Contractor shall allow for the harrowing of all pitches to maintain surface levels, to be carried out each month throughout the playing season timing to be agreed by the AO.
- 2.2.5.2 Harrowing shall be carried out in one pass in one direction longitudinally. Harrowing machinery shall be approved by the AO.

## **2.2.6 Over marking (Football, Rugby)**

- 2.2.6.1 The Contractor shall over mark all of the football and rugby pitches listed weekly during the playing season. The Contractor must expect to mark the pitches between Christmas and New Year.
- 2.2.6.2 As most matches are played on weekends, over marking will be carried out on either Thursday or Friday of each week. The Contractor shall ensure that the pitch measurements remain accurate during the marking process. Throughout the season, all lines shall be clear and true.

## **2.2.7 Fertiliser Application (Football, Rugby)**

- 2.2.7.1 The Contractor shall inform the AO in writing 24 hours before the commencement of fertiliser applications. The Contractor shall submit samples, for approval by the AO, of the fertiliser he intends to apply to the pitches before the commencement of operations.
- 2.2.7.2 In the last two weeks of April the Contractor will supply and apply to the surface of the pitches an approved application of Spring and Summer fertiliser of the ratio 20:10:10 N: P: K which will be applied at a rate of 25g/m<sup>2</sup>.
- 2.2.7.3 In September the contractor will supply and apply to the surface of the pitches an approved application of Autumn and Winter fertiliser of the ratio 4:7:7 N: P: K which will be applied at a rate of 35/m<sup>2</sup>.
- 2.2.7.4 Fertiliser must not be applied in windy conditions or periods of drought. Applications should be made when rain is imminent; otherwise the area

must be irrigated at the Contractor's own expense to avoid fertiliser scorch. The fertiliser shall be evenly spread at the correct rate over the whole surface of the playing area, ensuring that there are no overlaps or gaps between passes. This shall be by mechanical means approved by the AO, except for any areas, which have recently been re-seeded.

## **2.2.8 Sanding and Forking**

2.2.8.1 At the request of the AO, the Contractor will be required to aerate worn areas such as the goal mouths (35m<sup>2</sup>) and centre spot areas, as directed by the AO. Payment for this element of work will be on the basis of area treated, and rates contained within the Schedule of Rates.

2.2.8.2 The application of sand may be requested by the AO for the purpose of counteracting wet ground conditions. The main period for sanding shall be between weeks 45-08 but the Contractor must ensure that sufficient supplies of sand are available at all times and at short notice.

2.2.8.3 On receipt of an instruction from the AO, the Contractor will spread; rake or lute level approved sand to a depth of approximately 10mm on areas to be specified. The Contractor will include in his rate to fork the area prior to applying the sand, to a depth of 150mm, at 150mm intervals, and removed without causing major disturbance to the playing surface.

2.2.8.4 Sand shall be spread to areas requested by the AO to a true and even finish and drag brushed in where necessary. Payment for this work will be on the basis of area treated at approximately 4.5kg/m<sup>2</sup>, and rates contained in the Schedule of Rates, one being for two average goal mouths and a centre circle (totalling 75m<sup>2</sup>) and the other being for a whole pitch.

2.2.8.5 Sand for top dressing shall conform to BS7370/BS3882 and European equivalents and consist of the following proportions:

<b>Category</b>	<b>Diameter</b>	<b>Percentage</b>
Stones	> 8mm	0
Coarse Gravel	8mm – 4mm	0
Fine Gravel	4mm – 2mm	5
Very Coarse Sand	2mm – 1mm	13
Coarse Sand	1mm – 0.5mm	17
Medium Sand	0.5mm – 0.25mm	44
Fine Sand	0.25mm – 1.125mm	19
Very Fine	0.125mm – 0.05mm	2
Silt and Clay	< 0.05mm	0

2.2.8.6 The Contractor shall ensure that the addition of sand does not lead to the build-up of "shoulders", especially where it would reduce the clearance height to the goal post crossbar to below the regulation height. Action to correct such a build-up shall be at the Contractor's own expense.

## **2.2.9 Erection and Removal of Posts**

- 2.2.9.1 At the end of the playing season, as instructed by the AO, all football and rugby posts shall be labelled to ensure that they can easily be reassembled at the correct site the following season. They shall then be dismantled and transported by the Contractor and placed in a designated safe and secure storage area approved by the AO until required for use the following season. "One Set" shall mean both sets of posts on one pitch.
- 2.2.9.2 Prior to the start of the Football playing season and timed as instructed by the AO, the Contractor shall collect, visually inspect and erect all football posts into their respective positions. Grease shall be used to ease posts into socket positions. Rugby posts are not generally to be removed, unless there is a specific request from the AO. The Contractor shall submit a Schedule of Rate for the hire of approved specialist equipment in such circumstances.
- 2.2.9.3 Care shall be exercised by the Contractor during the process of erecting, dismantling and storage of the posts. Any damage caused by the Contractor to the posts or sockets shall be repaired or replaced at his own expense.
- 2.2.9.4 During pre-match operations, the Contractor shall regularly inspect the posts whilst they are erected: it is the Contractor's responsibility to ensure that posts remain securely fixed and maintained in a safe condition at all times. The cost of this shall be included in the rate submitted for the marking out of pitches. Any damage or fault shall be reported to the AO immediately in writing, giving full details of the observed fault or damage.

## **2.2.10 Painting of Posts**

- 2.2.10.1 At the end of the season and before the football posts are dismantled, both the football and rugby posts shall be inspected by the AO to ascertain their condition and whether painting of the posts is required. The AO shall report findings to the Contractor, and issue instructions as to which posts shall be repainted. Football posts shall be painted following their dismantling, and rugby posts shall be painted in situ.
- 2.2.10.2 Before painting, each post shall be thoroughly washed to remove any dirt or grease. Posts shall then be brushed down by the use of a wire brush or similar implement to remove stubborn dirt, rust and flaking or loose paint.
- 2.2.10.3 When dry, each post shall be painted with a primer, an undercoat and when ready a gloss coat of white lead free paint approved by the AO.
- 2.2.10.4 Any painting shall be carried out indoors in a well ventilated area, or, particularly in the case of rugby posts, outdoors in suitable dry weather conditions but not when wet weather is imminent, or in frost. All work of this nature shall be paid in an agreed Schedule of Rates.



## **2.2.11 Post Sockets (Football)**

- 2.2.11.1 Prior to the erection of the posts, the Contractor shall inspect all post sockets for signs of damage, rot, blockage, corrosion or instability, and the results shall be submitted promptly in writing to the AO. This inspection should be undertaken 6 weeks before the marking of pitches. All sockets shall be cleaned out prior to the erection of the posts. The Contractor should at this time formally request that the AO to supply any replacement sockets required.
- 2.2.11.2 All new sockets shall be set in the ground according to manufacturer's instructions and the grass surrounds reinstated. Payment will be according to Schedule of Rates.
- 2.2.11.3 At the end of the playing season all sockets shall be sealed by a suitable method approved by the AO, to prevent soil, debris etc., clogging the sockets. The top 50mm of the sockets shall then be filled with soil to finish at ground level. The Contractor should allow in his rates for the random recovery and reinstatement of socket covers and fillings to ensure that they remain in place throughout the closed season.
- 2.2.11.4 If Rugby Posts are removed the Contractor shall maintain these post sockets as above.

## **2.2.12 Post-Season Renovation**

- 2.2.12.1 One month before the completion of the Football and Rugby season as determined for each site, the Contractor will be required to inspect, in conjunction with the AO, all pitches to ascertain the renovation works necessary to goalmouths, penalty areas, and centre circles. The contractor should allow in his rates for renovating an area equivalent to one third of each pitch. However any additional area, which is showing signs of bad wear, will be paid in accordance with the schedule of rates.
- 2.2.12.2 It is essential that operations progress quickly, to ensure the rapid recovery of the grass sward. Consequently, on receipt of an instruction from the AO to carry out the agreed renovation works, the Contractor shall start within 5 days of the end of the playing season and completed all post season renovations within 14 days of starting the works. All materials shall be supplied by the Contractor and included in his rates for sports pitch maintenance.
- 2.2.12.3 The areas requiring renovation will need to be cultivated using methods, materials and equipment approved by the AO. The order the operations are to be carried are:
- a) Application of pre-seeding fertiliser.
  - b) One pass slit/punch seeder machine.
  - c) Application of approved topdressing.
  - d) Watering

- 2.2.12.4 A granular pre-seeding fertiliser will be applied to the area at the ratio of 6:9:6 N: P: K as approved by the AO at a rate of 35g/m<sup>2</sup>.
- 2.2.12.5 The one pass slit/punch seeder shall treat the agreed areas of each pitch ensuring that the seed is sown at a rate of 25g/m<sup>2</sup> in the slit/hole created. The seed mix shall contain 80% wear tolerant fine leaved Ryegrass and 20% smooth stalked Meadow grass or similar as approved by the AO. The second operation of the machine should cover the seed and the third operation should be a light roll to leave a level surface. The contractor shall ensure there are no gaps between passes.
- 2.2.12.6 The approved topdressing shall be spread evenly over the renovated areas, and worked well into the sward by the use of a drag mat/brush leaving a level surface.
- 2.2.12.7 The Contractor shall allow in his renovation rate to supply and apply sufficient water to moisten the soil to a minimum depth of 50mm, as required, to ensure that a healthy sward is established ready for play the next season.
- 2.2.12.8 Should, in the opinion of the Contractor, ground conditions be such that it is not possible to carry out these elements of work within the time period set, the Contractor should notify the AO as early as possible, who may at their discretion set an amended completion date, compliance with which should be treated in the same manner.

## **2.3 Athletics Facility**

### **2.3.1 General Conditions**

- 2.3.1.1 The Athletics Facility is situated at Drayton School, Drayton Road, Banbury. The Athletics facility is managed and booked by through the Council. For the purposes of this specification the Athletics area is deemed to be the whole of the open space up to and enclosed by the fence surrounding the synthetic track. The facility consists of the track, steeplechase, run-ups for long jump, high jump, triple jump and pole vault and three associated sandpits. The large grassed area enclosed by the track is used for various field events such as shot putt, javelin, hammer and discus. You will be required to carry out the following operations on the Athletics Facility.

### **2.3.2 Inspection & Litter Picking**

- 2.3.2.1 All sports pitches shall be inspected during line marking operations, once per week during the playing season (usually on a Thursday or a Friday), and made clean and tidy and ready for play. At each inspection any stones, litter and/or other debris found on the pitches or closely adjacent shall be collected and removed from site. Glass or other harmful objects shall be removed immediately, whether they are discovered during regular inspections, during other visits or brought to the attention of the Contractor by the AO.

2.3.2.2 At the time of marking operations, the Contractor shall carefully examine the surface to ensure that there are no holes, ruts, or any other feature likely to cause injury to facility users. In the event that any dangerous areas are found they should be immediately be rectified and filled with soil/sand and seed.

2.3.2.3 The next working day following the completion of a match/fixture the Contractor shall inspect the pitch and the posts. All divots shall be replaced and firmed into place to form a consistent level with the immediate surrounds. Any acts of vandalism to the pitch or related equipment must be reported by the Contractor to the AO immediately in writing.

2.3.2.4 All items maintained by the Contractor on this site must be inspected during other operations and any damage or irregularity reported immediately to the AO.

2.3.2.5 The Contractor must ensure that any litter or debris is removed from any sports area prior to carrying out any operations on the site.

### **2.3.3 Mowing**

2.3.3.1 The Contractor shall carry out general mowing all as Specification 1 Sports pitch mowing for the Athletics Facility.

2.3.3.2 When crossing the artificial track with machinery, equipment or materials the Contractor must exercise extreme care not to damage the surface. If the track is damaged, the Contractor will be held responsible for any repair or replacement costs resulting. The Contractor shall take care when crossing the track not to drive over the aluminium kerbing, but shall instead cross from the track to the central grass at designated access points where removable kerbing has been installed. When crossing the track the Contractor shall include in his mowing price for the laying of polythene sheeting and approved boarding to protect the track and spread the load.

### **2.3.4 Marking Out of Grass**

2.3.4.1 The marking out of artificial surfaces is undertaken as a separate specialist contract.

2.3.4.2 Prior to the commencement of the Athletics season, the Contractor shall mark out field events all as specification clause 2.1.3 ensuring all marking conform to the current AAA regulations.

2.3.4.3 The Contractor shall allow for the Overmarking of the Field Events markings once per week from 1<sup>st</sup> April to 30<sup>th</sup> September inclusive. This shall be on a Thursday or Friday, in preparation for weekend fixtures, unless otherwise instructed by the AO. Prior to over marking the lines shall be mown as per specification 2.1.3.9.

### **2.3.5 Field Event Maintenance**

- 2.3.5.1 The run-ups for javelin, long, triple and high jumps and the pole vault have all weather synthetic Polyflex 950-4 surfacing edged with PCC kerbing. The Throwing circles for Hammer, Discus and Shot Putt are of concrete construction. The Contractor shall edge up to concrete (e.g. kerbs, slabs, and the discus circle) using a half-moon edging iron.
- 2.3.5.2 The cleaning operations of the hard surfaces associate with the field events shall be undertaken during the "off season" as and when determined by the AO and paid for in accordance with Schedule of Rates.
- 2.3.5.3 Jumping pits shall be maintained immediately preceding the marking of Athletics Facilities. The whole pit shall have the sand weekly raked level with the pit surrounds and deleterious material (e.g. litter, stones, glass, etc.) removed. The grass, slabs or tarmac around the pits and the associated run-ups shall be swept once per week during the season.
- 2.3.5.4 The contractor shall, once per month throughout the athletics season, ensure that the surrounds of all throwing and jumping areas are cut, or edged back to ensure that the facility remains maintained in a tidy state. Before the start of the season this shall be done with a half-moon edging iron, and on the other six occasions edging sheers shall be used. The Contractor shall supply and apply an approved herbicide once per annum to the hard surfaces around the jumps, in accordance with Specification 5.0.
- 2.3.5.5 Between weeks 10 and 12 inclusive the pits shall once per annum be completely dug and riddled as required to remove any debris and weeds. Fresh white sand approved by the AO, sample to be and supplied by the Contractor prior to purchase, shall then be added to the pits by the Contractor in sufficient quantity to bring the surface of the sand, when raked, level with the pits surrounds.
- 2.3.5.6 Once a year the Contractor shall clean all Charmin Safticurb drainage kerbs on the outside perimeter of the track by rodding and jetting and all gully pits and catch pits shall be cleared out.
- 2.3.5.7 The Contractor shall between weeks 10 and 12 inclusive supply and apply one application of herbicide to the base of the hammer and discus net, in accordance with Specification 5.0.
- 2.3.5.8 The Contractor shall once per annum supply and apply a herbicide to the track kerbing to kill the weeds/moss immediately either side of the kerbing, in accordance with Specification 5.0.

### **2.3.6 Cleaning the Athletics Artificial Surfaces**

- 2.3.6.1 The Contractor shall price a rate to hose down the artificial areas using a high-pressure water hose. This work will only be carried out following receipt of written instructions from the AO. The Contractor shall allow for an annual wash down of these areas using water and a non-foaming

detergent, approved by the AO, which shall be brushed onto the surface to prevent a build-up of atmospheric dirt deposits to maintain a clean appearance. This shall be paid for in accordance with Schedule of Rates.

2.3.6.2 The Contractor shall clean the 400m of aluminium inner kerbs monthly during the athletics season using an approved liquid detergent and a damp cloth.

2.3.6.3 The Contractor shall keep the artificial surfaces of the track and runways clear of grass cuttings, leaves and sand and any other debris not covered under litter as defined at 6.3.1 by sweeping/vacuuming fortnightly during the athletics season. This should be done using a stiff broom or using an approved light ride-on sweeper with rotary nylon or polypropylene bristle brushes (not with wire brushes) as appropriate. The exception to this shall be the Throwing circles which shall be brushed weekly, on a Friday, from 1<sup>st</sup> April to 30<sup>th</sup> September only. Arisings will be removed to a designated site for disposal. Artificial surfaces shall be maintained by the Contractor in accordance with the manufacturer's specifications for such playing surfaces.

2.3.6.4 Care should be taken by the Contractor that machines crossing the track do not spill any petrol, diesel or other oil onto artificial surfaces. Any such deposits must be immediately removed using detergent and water, at the Contractor's own expense.

## **2.4 Cricket Square Maintenance**

### **2.4.1 Switching and Brushing**

2.4.1.1 Prior to carrying out any other operations the contractor will switch or brush the square with either a cane, drag mat or drag brush, to ensure that any worm casts and early morning dew are removed from playing surface.

### **2.4.2 Cricket Square Preparation**

2.4.2.1 Before the commencement of the cricket season the table shall be squared by 3/4/5 triangulation, optical sight square or other approved method. The wickets will then be cut and marked parallel to the corners of the square. The square shall have room for ten 3m wide wickets.

2.4.2.2 The Contractor will carry out scarification of the table in two contra directions. The playing surface will be scarified with an AO approved pedestrian motorised scarifier set to operate at soil surface, the aim being to remove stolons, weed grasses, thatch and dead matter. All debris from this operation will be collect by box mowing and disposed of away from site to an approved tip.

2.4.2.3 The contractor will carry out a roll to achieve a firm and level playing surface. Passes shall be made in contra directions using a roller weighing between 500kg and 1000kg, type to be approved by the AO. The

Contractor must ensure that the table is not too wet, too dry or frosty (surface water should not be present as roller moves along).

### **2.4.3 Fertiliser Application**

- 2.4.3.1 The Contractor shall inform the AO in writing 24 hours before the commencement of fertiliser applications. The Contractor shall submit samples, for approval by the AO, of the fertiliser he intends to apply to the pitches before the commencement of operations.
- 2.4.3.2 In April the Contractor will supply and apply a fine turf fertiliser at a rate of 30g/m<sup>2</sup> or as specified by the fertiliser manufacturer. The fertiliser shall have an N:P:K ratio of 14:2:7.
- 2.4.3.3 In September the Contractor will supply and apply a fine turf Autumn/Winter fertiliser at a rate of 35g/m<sup>2</sup> or as specified by the fertiliser manufacturer. The fertiliser shall have an N:P:K ratio of 5:5:12 + 6% iron.
- 2.4.3.4 Fertiliser must not be applied in windy conditions or periods of drought. Applications should be made when rain is imminent; otherwise the area must be irrigated at the Contractor's own expense to avoid fertiliser scorch. The fertiliser shall be evenly spread at the correct rate over the whole surface of the playing area, ensuring that there are no overlaps or gaps between passes. This shall be by mechanical means approved by the AO, except for any areas, which have recently been re-seeded.

### **2.4.4 Fungicide/Insecticide/Lumbricide/Moss Applications**

- 2.4.4.1 The contractor shall inspect the cricket square weekly for any signs of fungal, insect or moss development and report any findings to the AO.
- 2.4.4.2 If any fungi is identified the Contractor will make any necessary applications of an approved broad spectrum fungicide to the square to eradicate and control any fungi infections.
- 2.4.4.3 To control any turf pests the contractor will make any necessary applications of an approved broad-spectrum or contact insecticide to keep the square free from fine turf pests like leather jackets, chafer grubs, etc.
- 2.4.4.4 To control worm activity on the square the contractor will make any necessary applications of an approved lumbricide.
- 2.4.4.5 To control the development of moss on the square the contractor will make any necessary applications of an approved moss killer.

### **2.4.5 Rolling**

- 2.4.5.1 The contractor will carry out a roll once per month to achieve a firm and level playing surface. Passes shall be made in contra directions using a roller weighing between 500kg and 1000kg, type to be approved by the AO. The Contractor must ensure that table is not too wet, too dry or frosty (surface water should not be present as roller moves along).

## **2.4.6 Irrigation**

- 2.4.6.1 The Contractor may be required to supply irrigation equipment, approved by the AO, to irrigate the square during the playing season where periods of insufficient rainfall could lead to deterioration of the grass sward. This operation will be paid for at the schedule of rates.

## **2.4.7 Post-Season Renovation**

- 2.4.7.1 The Contractor will, within two weeks of the end of the playing season, thoroughly scarify the entire surface of the table to remove all thatch, stolons, weed grasses, weed and dead material. Scarification should be carried out so that the soil is clearly visible between the grass plants and with a tine penetration not normally exceeding 9mm. Arisings shall be removed from site and taken to a recycling centre approved by the AO.
- 2.4.7.2 After scarification, the table will be mown to a height of 10mm. Cuttings shall be removed from site and taken to a recycling centre approved by the AO.
- 2.4.7.3 Aeration or spiking shall then take place. This will be carried out in at least two directions to a depth of 100mm minimum with an approved solid tined spiker to relieve surface compaction and with 100 mm minimum centres. Every third year hollow tinning will be required.
- 2.4.7.4 The Contractor shall over-seed table at a rate of 30g/m<sup>2</sup> with a suitable cricket square mix approved by the AO.
- 2.4.7.5 Following over-seeding, top dressing shall be applied. The top dressing shall be applied at the rate of 3kg/m<sup>2</sup> where the table has been solid tined and 6kg/m<sup>2</sup> where the table has been hollow tined. Method of application will normally be by hand or powered equipment approved by the AO. An even spread of top dressing is essential to avoid undulations in playing surface. Unless otherwise instructed by the AO, the top dressing shall be an approved suitable proprietary recommended loam (BS3882:2015), stone-free and having been sifted through a 4mm mesh. No equipment shall be brought onto the table that may cause damage to the surface levels, to the grass sward, any drainage lay outs or nearby water facilities. All such damage shall be repaired at the Contractor's expense.
- 2.4.7.6 As soon as the top dressing is evenly spread over the table, it will be worked into the surface and aeration holes thus creating a level surface. The top dressing will be worked in by use of either a lute, drag mat or drag brush or other method approved by the AO.
- 2.4.7.7 Once the top soil has been worked into the surface, the table will be thoroughly watered with a minimum of 16 litres of water/m<sup>2</sup>.

## **2.5 Cricket Wicket Maintenance**

### **2.5.1 Wicket Preparation**

- 2.5.1.1 A cricket wicket is a strip of turf, 3m wide and 23m long, which is prepared on a cricket square prior to a match. The aim is that the wicket is firm, smooth and flat with no divots, lumps or depressions and free from stones or other foreign bodies. The ball should not be significantly slowed or diverted from its line on impact with the wicket. To achieve a good wicket, the Contractor will follow the routine detailed below no more than two days prior to each game.
- 2.5.1.2 Ensure that the cricket table is squared off before preparing any wickets. Plan the wicket positions so as to gain best use of wickets. Adjacent wickets to the one prepared should never be used for successive matches.
- 2.5.1.3 Measure out centre stump from edge of square.
- 2.5.1.4 Mow out a 3m strip (wicket), i.e. 1.5m each side of the centre of the centre stump. Mowing height will be 4mm. Grass will be double mown (up and down same row) to avoid shading (stripes). All clippings will be boxed and disposed of away from site at an approved Contractor's tip.
- 2.5.1.5 Scarify wicket with either a pedestrian motorised scarifier, which has been approved by the AO or by hand. Mechanical scarification will be done by setting machine to operate just above soil surface to remove stolons, thatch, weed grasses and any dead matter. All debris will be removed and disposed of off-site at an approved Contractor's tip.
- 2.5.1.6 Mow again as described above.
- 2.5.1.7 The contractor will carry out a roll to achieve a firm and level playing surface. Passes shall be made along the wicket in the direction of play with a roller weighing between 500kg and 1000kg, type to be approved by the AO. The Contractor must ensure that table is not too wet, too dry or frosty (surface water should not be present as roller moves along).
- 2.5.1.8 No earlier than two days prior to the match the wicket will be marked out, (Friday for weekend matches). Wicket will be marked out accurately using measuring tape, template or any other method approved by the AO. Crease markings will be marked with a brush using an approved marking compound. Lines will be 25mm wide and no wider and in accordance with cricket rules and regulation dimensions.

### **2.5.2 Post Match Wicket Repair**

- 2.5.2.1 The Contractor will undertake wicket repairs on the first working day following the playing of the game. The Contractor will follow the routine detailed below:



- 2.5.2.2 Brush to remove debris (including boot studs) and dispose of away from site.
- 2.5.2.3 Shallow spike by use of sorrel roller, hand fork or pedestrian operated motorised machine as approved by the AO. This is done to facilitate water penetration (on very hard surfaces irrigation may be necessary to allow entry of tines).
- 2.5.2.4 Using suitable loam, fill in stump holes and repair divots to original level; ensure loam is consolidated by firming. Lift sunken areas with a fork; this allows top dressing soil to filter through holes thus preventing further sinking.
- 2.5.2.5 General worn areas: Using a springbok or lawn rake scratch up a seed bed and over-seed with an AO approved seed mix at the rate of 20-35g/m<sup>2</sup>; rate depends on extent of baldness. For quick establishment, chitted seed may be used (chitted grass seed is where seed is mixed with slightly moist top dressing mixture and left to start the germination process this mixture gives a better chance of re-established grass growth onto the wicket). Lightly rake in seed to surface. The whole length of the wicket shall be repaired if worn or damaged areas exist; the Contractor will be responsible for achieving the full reinstatement of the grass sward.
- 2.5.2.6 Irrigation: It is essential to irrigate the wicket to re-establish the grass growth on to the worn wicket. To avoid possibility of uneven grass growth, water shall be applied evenly to the length of the wicket.
- 2.5.2.7 Check repairs weekly and water as needed.

## **2.6 Cricket Outfield Maintenance**

### **2.6.1 Boundary Marking**

- 2.6.1.1 Outfields will be marked with a boundary line once a week. Markings shall be made with an AO approved marking compound and applicator. Lines shall be 50mm wide and at a minimum distance of 37m from the bowler's crease to each corner of the boundary. The lines shall be continuous and even curves. The Contractor shall ensure that the marking compound is of sufficient strength to persist for at least one week even under adverse weather conditions. Boundaries shall be clearly marked throughout the playing season.
- 2.6.1.2 Immediately prior to carrying out initial marking of pitches, a 500mm wide strip of grass, a minimum of 250mm either side of the agreed position of the lines shall be cut to ensure that the height of sward does not exceed 20mm. The areas to be marked should be free of grass cuttings, and the Contractor should make allowance in his rates for the use of box mowers. After the initial mowing and marking out, the lines will be mown out as required before over marking, with a rotary mower as agreed and approved by the AO.

## 2.6.2 Rolling

2.6.2.1 The Contractor shall allow for the rolling, of the cricket outfield to achieve a level profile and a firm surface, to be carried out each month throughout the playing season timing to be agreed by the AO. This should be carried out with regard to the prevailing weather conditions and not when the ground conditions are unsuitable which may damage the playing surface. This should be carried out using a tractor drawn roller at least 3m wide and weighing between 1000kg and 1500kg.

## 2.6.3 Fertiliser Application

2.6.3.1 The Contractor shall inform the AO in writing 24 hours before the commencement of fertiliser applications. The Contractor shall submit samples, for approval by the AO, of the fertiliser he intends to apply to the pitches before the commencement of operations.

2.6.3.2 In April the Contractor will supply and apply to the surface of the pitches an approved application of Spring and Summer fertiliser of the ratio 20:10:10 N: P: K which will be applied at a rate of 25g/m<sup>2</sup>.

2.6.3.3 In September the contractor will supply and apply to the surface of the pitches an approved application of Autumn and Winter fertiliser of the ratio 4:7:7 N: P: K which will be applied at a rate of 35/m<sup>2</sup>.

## 2.7 Sports Pitch Maintenance – Performance Schedule

Category	Football & Rugby Pitches Senior	Football & Rugby Pitches Junior	Cricket Facility	Athletics Facility
Included Operations				
Marking Out	✓	✓	✓	✓
Selective Herbicide Application	✓	✓	✓	✓
Inspection	✓	✓	✓	✓
Rolling	✓	✓	✓	
Spiking	✓	✓	✓	
Harrowing	✓	✓	✓	
Marking Out	✓	✓	✓	✓
Fertiliser Application	✓	✓	✓	✓
Fungicide/Insecticide/Lumbricide/ Moss Treatment			✓	
Checking/Cleaning Posts & Sockets	✓	✓		
Post Season Renovation	✓	✓	✓	
Field Event Maintenance				✓

## **SECTION 3**

# **HORTICULTURAL MAINTENANCE**

### **3.0 HORTICULTURAL MAINTENANCE**

#### **3.1 General Conditions**

- 3.1.1 All works undertaken in the maintenance of shrubs, roses and mixed perennial borders shall be carried out in accordance with sound horticultural principles, which are acceptable to the AO. DURING ALL OPERATIONS the Contractor shall make allowance in his rates for the proper disposal of all weed growth, prunings and arisings at a recycling site approved by the AO.
- 3.1.2 During each maintenance visit to all shrub borders, woodland areas, hedges and any other areas which are pruned on the contract, all litter, non-organic material and any other debris, irrespective of its source, shall be removed from these areas and disposed of at an approved recycling centre at the Contractor's own expense.
- 3.1.3 Following each maintenance visit, all traces of footprints within the borders shall be removed and all adjacent hard surface areas shall be properly cleansed. Any works required to repair damaged areas resulting from the Contractor's operations shall be carried out at his own expense.
- 3.1.4 To maintain them in a weed free condition borders indicated within the schedules shall require regular maintenance visits to remove and dispose of weed growth. This shall be achieved by a combination of shallow hoeing, hand weeding and the digging out of tap rooted perennial weeds, leaving a clean and weed free surface. Any brambles found growing in the woodland areas shall be removed by forking out the root and disposed of at a recycling centre, approved by the AO, at the Contractor's own expense.
- 3.1.5 Once a year Borders indicated within the schedules shall be lightly cultivated by forking to 50mm in depth, removing all weed growth, litter and debris leaving a fine and level tilth. This operation will normally be carried out during the period January to March.
- 3.1.6 Borders indicated within the schedules shall be treated with a suitable herbicide following operation Clause 3.1.2 during the period January to March. The Contractor shall make allowance in his rates for spot treating the borders with a suitable herbicide during the growing season; any borders, not yet established, require regular maintenance without the use of chemicals.
- 3.1.7 Borders indicated in the schedules shall be edged up in accordance with specification 1.0 maintenance of grass areas.
- 3.1.8 Borders indicated within the schedules shall be cut back with a half moon edging iron to a minimum depth of 75mm and slightly sloped to avoid an undercut appearance. A clean flowing edge shall be produced and the Contractor shall allow in his rates for any realignment works necessary to achieve this. The border soil shall be pushed back and left sloping at a 45 degree angle from the edge starting slightly below the surrounding levels.

This operation shall normally take place once during the period January to March.

3.1.9 The contractor will during the winter months apply a layer of mulch over the entire area of Shrub Borders, Rose Beds, Perennial Borders, with the exception of Woodland Areas where the Council estimates only 50% of the area specified in the schedules is accessible to be mulched, to ensure a depth of 50mm is maintained. It is expected the majority of this material will be produced by the contractor from green waste arisings as a result of providing the service, however, any additional material required will be supplied by Cherwell District Council and delivered in bulk to the contractors depot.

3.1.10 The Contractor shall allow for four pruning visits per annum to each site listed in the schedules:

- Visit 1: February/March
- Visit 2: June
- Visit 3: August
- Visit 4: October

During each pruning visit the Contractor shall carry out all necessary works to meet the standards as set out in clauses to meet all standards as specified within the Schedules.

The specific requirements for individual genera are outlined below.

The Contractor shall satisfy himself that he is familiar with all the necessary works required for each site and submit a cost per annum for carrying out the works as set out in the schedules.

3.1.11 Pruning Schedule Descriptions

PP	Prune previous season's wood to within two to three buds of the old wood.
RO	Remove 33% of old wood, retaining younger growth but shortening the laterals.
SE	Shorten existing growth and laterals to within two/three buds of the current year's growth.
RC	Reduce canopy by 25%-33% by shortening extension growth and laterals to maintain a well-balanced and bushy habit.
DH	Deadhead after flowering.

3.1.12 Pruning Schedule

TIMING OF OPERATIONS				
Description	February/ March	June	August	October
Berberis spp	RC		SE	
Buddleja davidii	PP			
Bergenia spp		DH		
Calluna spp				DH
Caryopteris	PP			
Ceratostigma	PP			
Cornus alba	PP			
Cotoneaster spp	RC		SE	
Deutzia		DH	RO	
Elaeagnus spp	RC		SE	
Erica spp		RO		
Escallonia	RC		SE	
Forsythia				
Fuchsia	PP			
Geranium	RC			DH
Hedera			SE	
Hydrangea	DH			
Hypericum	RC			
Kerria		RO		
Lavandula	PP		DH	
Leycesteria	PP			
Ligustrum	RC		SE	
Lonicera spp (evergreen)	RC		SE	
Nepeta			DH	
Osmanthus				
Perovskia	PP	SE		
Philadelphus			RO	
Polygonum (Russian Vine)	PP		SE	
Potentilla	RC			
Prunus spp (Laurel)	RC	SE		
Pyracantha	RC	SE	SE	
Ribes		RO		
Rudbeckia				DH
Rosa spp (groundcover & shrub)	RC		DH	DH
Salix	RC		SE	
Sambucus	PP		SE	
Santolina	PP		DH	
Senecio	RC			
Spiraea x arquata		RO		
Spiraea x bumalda	PP			
Stachys			DH	
Symphoricarpos	RC		SE	
Ulex europaeus				DH
Viburnum tinus		RC		
Weigela			RO	

## **3.2 Shrub Pruning**

- 3.2.1 The objectives of pruning shall be as outlined below:
- 3.2.2 To build a strong framework, keeping plants healthy and vigorous whilst maintaining their natural shape and balance wherever possible.
- 3.2.3 To promote the maximum amount of flowering growth by the thinning out of older material along with the removal of any growth that is weak, diseased, damaged, showing signs of reversion or any suckering growth from the rootstock.
- 3.2.4 The Contractor shall be expected to display competence at both the theory and practice during all pruning operations.
- 3.2.5 Short or long handled secateurs shall be used for all deadheading or formative and restrictive pruning operations. Mechanical hedge-trimmers shall only be used when shortening soft semi-ripe lateral extension growth (e.g. Pyracantha in June/August) or for removing old flowering spikes (e.g. Lavendula in October).
- 3.2.6 All spent flowering growth from shrubs should be removed during the first scheduled pruning visit after flowering has finished see timing of operations chart for guide.
- 3.2.7 To prevent any plant, irrespective of genera, from becoming a nuisance or danger, they should be pruned to avoid interference with doorways, windows, pathways, fence-lines, car parking areas, drying areas, seats and signs. In addition any material deemed to be creating visibility problems for traffic or interfering with services shall be pruned in the interests of public safety.
- 3.2.8 Any brambles found growing in shrub borders shall be removed by forking out the root and disposed of at a recycling centre, approved by the AO, at the Contractor's own expense.

## **3.3 Rose Pruning**

- 3.3.1 Prune all roses indicated in the schedules during February/early March by removing all growth that is weak, dead or diseased and any suckering growth from the rootstock which should be removed as close as possible to the soil surface.
- 3.3.2 All remaining growth should be pruned as below:  
Floribunda roses – leaving 5-7 buds per stem;  
Hybrid tea roses – leaving 3-5 buds per stem;  
All cuts should be made cleanly to an outward facing bud using by-pass or parrot type secateurs.

- 3.3.3 During the period June – October inclusive the Contractor shall remove all dead flowers and suckering growth.
- 3.3.4 The contractor shall ensure the health of roses by applying an approved systemic insecticide and/or fungicide to control any pests and diseases.
- 3.3.5 During the period November – December roses specified in the schedules shall be pruned back to remove one third of the previous season's growth.

### **3.4 Pruning of Herbaceous Perennials**

- 3.4.1 All spent flowering growth from shrubs should be removed during the first scheduled pruning visit after flowering has finished see timing of operations chart for guide.

### **3.5 Pruning of Hedges**

- 3.5.1 All hedges as specified in the Schedules, shall be cut using secateurs, shears or reciprocating hand held cutters, dependent upon the type of hedges e.g. on laurel hedges only secateurs and long handled pruners are to be used.
- 3.5.2 The contractor should note that a tractor mounted flail approved by the Authorised Officer, may be used on hedges, which in the opinion of the Authorised Officer require any additional cuts during the winter period. All obstacles positioned or growing in these hedges should be cut around by hand to ensure the complete hedge is cut. Payment for this work will be paid for in accordance with the submitted Schedule of Rates for flail cutting.
- 3.5.3 Risk assessments of the work to be carried out must be completed by the Contractor prior to work commencing. The outcome of such assessments should be taken into account in the working procedures employed on site.
- 3.5.4 The Contractor shall provide traffic safety control in accordance with the relevant clauses of chapter 8 Traffic Signs Manual British Standard 873 1980.
- 3.5.5 Areas surrounding hedges being worked on should be coned off, and/or arrangements should be made to prevent the public gaining access to the danger zone in accordance with the relevant new Roads and Street Works Act.
- 3.5.6 The Contractor shall allow in his rates for the use of access platforms, cherry pickers, ladders etc., where required and for any difficulties of access. Where necessary he shall allow for any re-aligning of the hedge using long handled pruners where necessary to achieve a profile to the satisfaction of the AO.
- 3.5.7



## **4.2 Ground Bedding**

### **4.2.1 Sequence for Planting - Spring**

- 4.2.1.1 The contractor shall remove all Summer bedding plants and dispose/recycle to a site approved by the AO. All dot plants detailed for salvage shall be potted up and looked after by the Contractor as directed along with any other plants, which the AO deems to be worth saving.
- 4.2.1.2 The beds shall then be prepared for planting by rotavating to a minimum depth of 250mm, treading and raking until a good tilth and smooth flowing levels are achieved. The soil at the perimeters of the beds shall be earthed up and levelled across the centre of the beds.
- 4.2.1.3 The edges of the beds shall be re-cut using a half moon, all arisings being removed from site.
- 4.2.1.4 The beds shall then be planted with plant/bulb material provided by the Council to details/designs provided by the AO. All plants shall be firmed in during planting, with no roots left exposed.
- 4.2.1.5 On completion of planting all surrounding areas shall be left in a clean and tidy condition and all debris removed for proper disposal.

**NB** No bed shall be stripped in excess of 10 working days in advance of planting unless otherwise agreed with the AO.

### **4.2.2 Maintenance**

- 4.2.2.1 All beds indicated within the Schedules shall be kept weed and litter free throughout the season.
- 4.2.2.2 The beds shall be kept clear of leaves from October to December.
- 4.2.2.3 The Contractor shall make allowance in his rates for the dead heading of plant material and removal of the spent flowering stalks of some of the earlier flowering Spring bulbs which may be detracting from the main display. This operation shall be carried out during routine weeding operations. All traces of footprints etc. to be removed.
- 4.2.2.4 The Contractor shall notify the AO promptly of the presence of any pest or disease attacking or infesting the plants. Upon receipt of instructions from the AO the Contractor shall within 3 working days treat such pests or diseases with chemicals as agreed with the AO.

### **4.2.3 Sequence for Planting – Summer:**

- 4.2.3.1 The contractor shall remove all Spring bedding plants/any weed growth to be disposed of/recycled to a site approved by the AO.

- 4.2.3.2 The beds shall be single dug to one spit deep; all weed growth debris etc. will be removed. The surface of the beds shall then be evenly covered with well-rotted manure (or other organic matter approved by the AO) to a depth of 75mm. and then incorporated into the soil.
- 4.2.3.3 The beds shall be prepared for planting by rotavating to a minimum depth of 250mm, treading and raking until a good tilth and smooth flowing levels are achieved. The soil at the perimeters of the beds shall be earthed up and levelled across the centre of the beds.
- 4.2.3.4 An appropriate fertiliser agreed with the AO shall be spread evenly across the surface and incorporated during the final preparations.
- 4.2.3.5 The beds shall then be planted with material provided by the council to details/designs provided by the AO. All plants to be firmed in during planting.
- 4.2.3.6 The Contractor shall make provision for the staking of dot plants in the scheme using canes or other supports approved by the AO.
- 4.2.3.7 To ensure establishment the Contractor shall make provision for the initial watering in of the bedding material immediately after planting, ensuring penetration to achieve moisture to a minimum 100mm depth. This shall be carried out at the Contractor's own expense and he shall be responsible for obtaining standpipes etc. where appropriate. The method of watering must be approved by the AO.

**NB** No bed shall be stripped in excess of 10 working days in advance of planting unless agreed with the AO.

#### **4.2.4 Maintenance**

- 4.2.4.1 All beds indicated within the Schedules shall be kept weed and litter free throughout the season.
- 4.2.4.2 All beds indicated within the Schedules shall be deadheaded between June and the end of September.
- 4.2.4.3 All dead heads are to be removed from beds during routine weeding operations. All traces of footprints etc. to be removed.
- 4.2.4.4 Over periods of dry weather the Contractor will be required to monitor the beds and water as necessary to ensure plant material thrives and flourishes, this will need to be reflected within the Contractor's rates for summer bedding.
- 4.2.4.5 The Contractor shall notify the AO promptly of the presence of any pest or disease attacking or infesting the plants. Upon receipt of instructions from the AO the Contractor shall with three working days treat such pests or diseases with chemicals as agreed with the AO.

## **4.3 PLANTERS AND BARRELS**

### **4.3.1 General Conditions**

4.3.1.1 Planters and Barrels fall into the following three categories:

- A Type Planter – 1.5 Metre Square
- B Type Planter – 1.0 Metre Square
- C Type Barrel – 1.0 Metre Diameter

### **4.3.2 Sequence for Planting – Spring:**

4.3.2.1 All Summer bedding plants and, if present, any weeds or debris shall be removed for proper disposal/recycling to a site approved by the AO. All dot plants detailed for salvage shall be potted up by the Contractor as directed along with any other plants, which the AO deems to be worth saving.

4.3.2.2 The Planters and Barrels shall then be prepared for planting by forking and firming to achieve a smooth level surface. The finished soil level shall be 75mm below the perimeter edge of the planter or barrel.

4.3.2.3 The units shall then be planted with plant/bulb material provided by the Council, to details/designs provided by the AO. All plants shall be firmed in during planting, with no roots left exposed.

4.3.2.4 On completion of planting all surrounding areas shall be left in a clean and tidy condition and all debris removed for proper disposal.

**NB** No Planter or Barrel shall be stripped in excess of 10 working days in advance of planting unless otherwise agreed with the AO.

### **4.3.3 Maintenance**

4.3.3.1 All Planters and Barrels indicated within the Schedules shall be kept weed and litter free throughout the season.

4.3.3.2 The Planters and Barrels shall be kept clear of leaves from November to December.

4.3.3.3 The Contractor shall make allowance in his rates for the dead heading of plant material and removal of the spent flowering stalks of some of the earlier flowering Spring bulbs which may be detracting from the main display. This operation shall be carried out during routine weeding operations.

4.3.3.4 The Contractor shall notify the AO promptly of the presence of any pest or disease attacking or infesting the plants. Upon receipt of instructions from the AO the Contractor shall within 3 working days treat such pests or diseases with chemicals as agreed with the AO.

#### **4.3.4 Sequence for Planting – Summer:**

- 4.3.4.1 All Spring bedding plants, bulbs and, if present, any weeds or debris shall be removed for proper disposal/recycling to a site approved by the AO.
- 4.3.4.2 The top 200mm of the growing medium will be removed and replaced with a mixture compost and sterilised screened topsoil, approved by the AO.
- 4.3.4.3 The units shall then be prepared for planting by forking and firming to achieve a smooth level surface. The finished soil level shall be 75mm below the perimeter edge of the Planter or Barrel.
- 4.3.4.4 An appropriate fertiliser agreed with the AO shall be spread evenly across the surface and incorporated during the final preparations.
- 4.3.4.5 The unit shall then be planted with material, details/designs provided by the AO. All plants to be firmed in during planting.
- 4.3.4.6 The Contractor shall make provision for the staking of dot plants in the scheme using canes or other supports approved by the AO.
- 4.3.4.7 To ensure establishment the Contractor shall make provision for the initial watering in of the bedding material immediately after planting, ensuring penetration to achieve moisture to a minimum 100mm depth. This shall be carried out at the Contractor's own expense and he shall be responsible for obtaining standpipes etc., where appropriate. The method of watering must be approved by the AO.

**NB** No Planter or Barrel shall be stripped in excess of 10 working days in advance of planting unless agreed by the AO.

#### **4.3.5 Maintenance**

- 4.3.5.1 All Planters and Barrels indicated within the Schedules shall be kept weed and litter free throughout the season.
- 4.3.5.2 The Planters and Barrels indicated within the Schedules shall be deadheaded between June and the end of September. Dead heads are to be removed from each unit during routine weeding operations. In addition any damaged plant material is also to be removed.
- 4.3.5.3 Planters and Barrels will need to be watered three times a week (Monday, Wednesday and Friday). This operation shall normally take place from June until late September.
- 4.3.5.4 The Contractor shall allow for a high potash liquid feed, added at the manufacturer's recommended rate, to each Wednesday's watering cycle. The AO may take samples from water bowser on Wednesdays during June – late September

- 4.3.5.5 The Contractor shall notify the AO promptly of the presence of any pest or disease attaching or infesting the plants. Upon receipt of instructions from the AO the Contractor shall within 3 working days treat such pests or diseases with chemicals as agreed with the AO.

#### **4.4 MODULAR FLORAL DISPLAYS**

##### **4.4.1 General Conditions**

- 4.4.1.1 The AO will provide pre-planted reservoir floral display units which will be delivered to the Contractors depot facilities. The Contractor will allow in his rates for staff to be available to take all such deliveries.

The floral display units will largely fall into the following categories:

- (A) Hanging Baskets 590mm (Reservoir)
- (B) Hanging Baskets 470mm (Reservoir)
- (C) Column Baskets 590mm (Reservoir)

**NB** (2 No. half "round the column" baskets shall be deemed to be equal to one 590mm hanging basket)

- (D) Up the Pole Baskets 590mm (Reservoir)
- (E) Barrier Unit 1270mm (Reservoir)
- (F) Window Boxes 1270mm (Reservoir)

##### **4.4.2 Maintenance**

###### **4.4.2.1 Erection of Units "In Situ"**

- 4.4.2.2 This operation will normally take place during the first two weeks of June, each unit shall be secured by:

Category (A) Fixed using metal "D Shackles"

Category (B) Fixed using heavy duty "Cable Ties"

- 4.4.2.3 The Contractor shall allow for the transporting of all units to site, and for the provision of any necessary hoists and other equipment necessary to secure the units.

#### **4.4.3 Watering**

4.4.3.1 All hanging baskets and barrier units provided by the Council have water reservoirs, the Contractor will need to top up these reservoirs three times a week (Monday, Wednesday and Friday). This operation shall normally take place from June until late September. The appropriate reservoirs shall be filled and the units shall be watered to field capacity to ensure effective capillary action.

4.4.3.2 The Contractor shall allow for a high potash liquid feed, added at the manufacturer's recommended rate, to each Wednesday's watering cycle. AO may take samples from water bowser on Wednesdays during June to late September.

#### **4.4.4 Deadheading and Weeding**

4.4.4.1 The Contractor shall ensure that all dead flower heads, damaged plant material and weeds are removed on a weekly basis from June until late September.

#### **4.4.5 Pest and Disease Control**

4.4.5.1 The Contractor shall notify the AO promptly of the presence of any pest or disease attacking or infesting the plants. Upon receipt of instructions from the AO the Contractor shall within 3 working days treat such pests or diseases with chemicals as agreed with the AO.

#### **4.4.6 Removal of Units and Plant Material**

4.4.6.1 During early October the Contractor shall allow for dismantling all the floral display units and returning them to a storage area specified by the AO, where they should be cleaned and carefully stored. All old plant material and organic debris shall be disposed of at a composting site approved by the AO. All capillary matting to be saved and stored in the bottom of each floral unit. Any replacements needed should be reported to the AO immediately.

#### **4.4.7 Installation of Ironwork for Floral Displays**

4.4.7.1 During late May the Contractor will transport from the store approved by the AO, the ironwork necessary for erecting floral poles and floral tree units. The base plates will be removed and safely stored for re-use at the end of the season. The base of each pole will be greased prior to being properly secured into the base sockets.

#### **4.4.8 Dismantling of Ironwork for Floral Displays**

4.4.8.1 During October the Contractor will remove the ironwork for careful storage over winter and transport them back to the store approved by the AO. Immediately after removal the base plates must be re-positioned and properly secured to prevent trip hazards.

#### 4.4.9 Painting of Ironwork

4.4.9.1 Upon receipt of instructions from the AO the Contractor may be asked to paint all of the ironwork and poles with a Zinc based paint approved by the AO. Payment will be made in accordance with the appropriate price per item in the Schedule of Rates.

- (A) Pole Unit
- (B) Shroud Unit
- (C) Top Cluster Unit
- (D) Hanging Basket Bracket

#### 4.5 Floral Provision – Performance Schedule

Category	Spring & Summer Bedding	Planters & Barrels	Modular Displays Reservoirs
Included Operations			
Planting	✓	✓	
Removal of Plant Material	✓	✓	✓
Dead heading	✓	✓	✓
Weed removal	✓	✓	✓
Litter Removal	✓	✓	✓
Watering	✓	✓	✓
Erection of Floral Units			✓
Removal of Floral Units			✓
Pest and Disease Control	✓	✓	✓

## **SECTION 5**

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# **CHEMICAL APPLICATIONS**



## **5.0 CHEMICAL APPLICATIONS**

### **5.1 General Conditions**

- 5.1.1 This section provides the specification for all operations relating to the application of pesticides to be used during the course of the contract. As defined within the Food and Environment Protection Act 1985 the term pesticides shall be deemed to include fungicides, herbicides, insecticides, lumbricides and growth regulators within this contract.
- 5.1.2 All pesticides to be used in the undertaking of the works will be approved by the AO; no other materials shall be used on any site included within the Schedules and shall be used only for the purposes, and at the rates specified on the manufacturer's product labels.
- 5.1.3 All pesticides used, all methods of application, storage and all tanks mixes shall be strictly in accordance with the Food and Environment Protection Act (1985) (FEPA) and the Control of Pesticides Regulations (1986), made under this Act and the manufacturer's instructions. Further guidance is available in the "Code of Practice for the use of Approved Pesticides in Amenity Areas" (1988), and subsequent editions.
- 5.1.4 All operatives engaged in undertaking the application of any "Pesticide" as defined within the terms of the Act shall be in excess of 18 years of age, and shall hold a certificate from a training establishment recognised by the Minister of Agriculture as being an approved assessment centre under the terms of the Act. Prior to the commencement of the Contract the Contractor shall present to the AO proof that employees to be engaged in such work are suitably qualified and assessed and shall ensure that only those operatives are engaged in the application of such materials. In relation to this Contract only those personnel qualified will be allowed to mix and/or apply pesticides.
- 5.1.5 The Contractor shall provide his staff with all protective clothing applicable to the materials being applied at any one time, and shall give his staff access to such washing and cleaning facilities as may be required. The Contractor shall ensure that his staff whilst engaged in application of pesticides wear such protective clothing as is required, and that they observe all safety precautions as required.
- 5.1.6 The Contractor shall ensure that all materials are properly stored and transported, providing a secure store as required under the terms of the Act. Should such a store hold at any one time in excess of 200 litres of liquid material or 200kg of dry material or any combination of liquid and dry material in excess of 200 units this store shall hold a certificate approved by the Minister of Agriculture. Details of registration of the store and of the storekeepers shall be provided to the AO prior to the commencement of the Contract.

- 5.1.7 When on site the Contractor must ensure that all pesticides are stored properly in accordance with the above legislation, in a lockable container which will contain liquid gaseous leakages. Pesticides must not be stored in vehicles used as mess facilities.
- 5.1.8 The AO reserves the right to instruct the Contractor to cease any pesticide application operations if the Contractor's operatives are not wearing the appropriate protective clothing.
- 5.1.9 The Contractor shall provide and make available for inspection containers for measuring quantities of pesticides. Spray equipment shall be fitted with an approved effective guard to prevent drift onto neighbouring plants, a pressure regulating device and an approved spray nozzle of the poli-jet type as recommended by the manufacturer. Equipment shall be free of leaks, and shall be cleaned thoroughly before and after use. All machinery used in the application of materials shall be carefully maintained throughout the period of the contract to ensure correct application takes place, and that no leakage occurs.
- 5.1.10 In carrying out mixing of chemicals, the Contractor shall ensure that no spillage of chemical takes place and that no damage results to vegetation, surfaces, plants or equipment, any such damage will similarly be held to be the responsibility of the Contractor.
- 5.1.11 The Contractor shall ensure that the method of application and the undertaking of such works proceeds in such a manner as to cause no damage or injury to any desirable plant, animal, machine or item of equipment. Any such damage will be held to be the responsibility of the Contractor and he will be required to make good any damage and will be responsible for any claims for compensation arising from his actions or omissions.
- 5.1.12 The timing of work shall be such that no spraying takes place during inclement (e.g. wet or windy) weather, or when rainfall is expected in a time period which is less than that specified by the manufacturer of the chemical being used.
- 5.1.13 The Contractor shall ensure that pesticides are never left mixed in tanks overnight or unattended during the working day.
- 5.1.14 The Contractor shall ensure that the method of application and the undertaking of works do in no way lead to the pollution of any watercourse or water supply. Any such pollution will be held to be the responsibility of the Contractor and he will be required to make good any damage and will be held to be responsible for any claims for compensation arising from his actions or omissions.

- 5.1.15 The Contractor shall ensure that all-waste containers, tank washings and chemicals are correctly disposed of. Prior to the commencement of the Contract, the Contractor will present to the AO details of the arrangements he has made for such disposal, and the Contractor will immediately inform the AO of any changes in these arrangements immediately they occur.
- 5.1.16 In carrying out the applications of materials the Contractor shall ensure that no area is overdosed, and that dosages of each particular treatment are in accordance with the manufacturer's recommendations, or the instructions of the AO, and that the total area specified is treated.
- 5.1.17 Prior to carrying out any application of material the Contractor should notify the AO of his working plans giving 2 working days notice and updating the AO at regular intervals. The progress of such work should be reported daily using a form produced by the Contractor with a format approved by the AO.
- 5.1.18 The Contractor shall by methods approved under the terms of the Act notify the public, neighbours of sites and the users of facilities of the fact that spraying operations are to be, are, and have been undertaken. This is especially important when spraying is programmed close to or on the pedestrian route to schools.

## **5.2 Herbicide Treatment around tree bases, obstacles, fence lines & walls**

- 5.2.1 Where indicated in the schedules, the Contractor shall apply an approved liquid herbicide during February/March, when weather conditions are suitable, to achieve a total sprayed area of no more than 600mm diameter round each tree/obstacle and no more than a 200mm wide band along walls and fence lines.

## **5.3 Selected Herbicides on Turf**

- 5.3.1 Where indicated in the schedules the Contractor will apply a broad-spectrum selective herbicide approved by the AO to the areas specified within the schedule at the frequencies indicated. The AO may at his discretion require an interim application. Payment for such work shall be paid for in accordance with rates indicated in the schedule of rates. The material should be applied at times when soil is moist and grass actively growing preferably during March/April with a second application during September unless otherwise instructed by the AO.
- 5.3.2 If within 10 working days of application, the AO is not satisfied with the degree of mortality shown by broad-leafed weeds within the turf sward, the Contractor shall repeat the treatment. This shall be undertaken within 5 working days of receipt of instruction and shall be carried out at the Contractor's expense.

#### **5.4 Treatment of Roadside Kerbs and Channels**

- 5.4.1 The Kerbs and Channels adjacent to all roads included within the boundary lines of each of area, as indicated in the schedules, shall be treated with an approved liquid herbicide during April and September, to achieve a weed-free appearance. Any weed growth above 200mm shall be strimmed and arisings removed prior to herbicide being applied. At the AO's request blue dye shall be added to the herbicide to assist with the monitoring of the spraying operation.

#### **5.5 Treatment of Hard Surfaces**

- 5.5.1 All areas, e.g. paths, drives, parking bays, play surfaces, other hard surfaces, as indicated in the schedules shall be treated with an approved liquid herbicide during April and September, to achieve a weed-free appearance.

#### **5.6 Treatment of Gravel Areas**

- 5.6.1 All areas, e.g. gravel paths, drives, parking bays, other gravel areas, as indicated in the schedules shall be spot treated with an approved liquid herbicide during April to September, to achieve a weed-free appearance throughout the year

## **SECTION 6**

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# **CLEANSING OPERATIONS**

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## **6.0 LITTER COLLECTION AND SWEEPING**

### **6.1 General Conditions**

6.1.1 The collection of litter is an important part of grounds maintenance operations, and shall take place throughout 52 weeks of each year, including in the week between Christmas and New Year. The Environmental Protection Act is an important piece of legislation in the area of litter collection and the Contractor shall be expected to comply with it and be fully aware of its requirements.

### **6.2 Scope of De-Littering Operations**

6.2.1 All operations shall be carried out at frequencies indicated in the Schedules. All litter and debris shall be disposed of at a designated site for disposal at the Contractor's own expense. The operations broadly consist of the following:

- a) The Cleaning and Maintaining of Litter Bins.
- b) The Emptying of Litter Bins.
- c) The De-littering of shrub borders, grass areas, cemeteries, play areas, sports pitches and certain hard surface areas that appear within the scope of this Contract.
- d) The Sweeping of Hard Surface Areas by either mechanical means or by hand.

### **6.3 The Removal of Fly-tipped Rubbish.**

#### **6.3.1 Definition of Litter**

a) Litter is defined as ALL extraneous materials including: paper, cans, bottles, plastic, metals, glass fragments, cigarette butts, blossom, etc.

### **6.4 Litter Bins**

6.4.1 The litter bins within the District largely consist of the following types:

- a) EARTH ANCHOR
- b) GLASDON
- c) RUSTIC STYLE
- d) CONCRETE

6.4.2 The Contractor shall carry out the following maintenance to bins, and shall supply all materials required to complete the operations:

6.4.3 Lubricate locking mechanisms category every 3 months using an appropriate lubricant. Inspect the locking mechanism and report any damage to the AO promptly.

6.4.4 Clean the outside of all litter bins every 20 working days, using materials approved by the AO.

6.4.5 These maintenance costs are to be included in the cost of emptying all the bins.

## 6.5 Empty Litter Bins

6.5.1 The Contractor shall remove all contents from litter bins, de-litter the area immediately below the bin of any small items that may have fallen through, and then ensure the bins are properly locked and secured afterwards. The Contractor shall then de-litter an area of 2m radius surrounding the litter bin immediately after emptying. All these items of rubbish shall be removed from the site with the litter emptied from the bins. The Contractor shall recycle all litter in a method approved by the AO.

6.5.2 The bins are to be emptied twice weekly (Mondays & Fridays irrelevant of bank holidays) The Contractor shall allow in his rates for the supply and installation of approved disposable black plastic liners to all litter bins to be renewed on each collection from the bins unless otherwise approved by

6.5.3 the AO.

## 6.6 De-litter an Area

6.6.1 The Contractor shall scavenge for, collect and dispose of, to a recycling centre approved by the AO, all litter and debris within the areas defined in the Schedules, irrespective of its source and any other cleansing operations in adjacent areas. For the proper disposal of needles and syringes see Contract Conditions 41. Any damage caused to shrub beds, paved or grassed areas due to litter picking operations carried out by the Contractor must be made good at the Contractors own expense and to the satisfaction of the AO.

6.6.2 Sites are to be de-littered twice weekly (Mondays & Fridays irrelevant of bank holidays) throughout the year. Each site will be de-littered on a whole-site basis.

## 6.7 Sweeping Footpath/Hard Surface Areas

### 6.7.1 Sweeping Areas

6.7.1.1 The Contractor shall cleanse the areas listed in the schedule by manual or mechanical means. The area should be left free of all litter, sand, soil, debris, leaf and blossom fall, along with any grass cuttings. "Sweeping" is deemed to include the raking of hoggins, gravel or similarly surfaced area, with a springbok rake or similar approved implement. The Contractor shall sweep the full length and width of an area in a methodical manner and remove all arisings from the site to an approved site for disposal. Any

damage caused to surrounding areas as result of mechanical sweeping shall be made good at the Contractors own expense.

6.7.1.2 Mechanical air blowers may be used when conditions are dry and are appropriate, as defined in BS7370 part 2 (1994), as a substitute for sweeping. However, they **must not** be used:

- a) Between the hours of 18.00 and 07.30 inclusive
- b) In wet conditions
- c) In areas where they are likely to cause a nuisance (e.g. in close proximity to housing, in elderly persons dwelling gardens, or close to schools).

## **6.8 Removal of Fly-Tipped Rubbish**

6.8.1 Large items of rubbish, such as discarded furniture, mattresses etc., which require two or more people to lift, and deposits of rubble, tarmac or similar, will be treated as fly-tipping. Upon discovering fly-tipping the Contractor will inform the AO at the earliest possible opportunity. When appropriate the AO will issue instructions to the Contractor to remove the fly-tipped material. Payment will be in accordance with schedule of rates. The Contractor will be required to submit an hourly rate for the rapid removal of tipped rubbish to a site approved by the AO. Following such instructions from the AO the Contractor is to ensure collection of the litter within 24 hours.

## **6.9 Clearance of Snow from Hard Surfaces.**

- 6.9.1 When snow fall, heavy frost and ice occurs the contractor will be expected to suspend any other non-emergency works and make their staff, vehicles and plant available to the Council for snow clearance and to maintain a full complement of staff for this operation.
- 6.9.2 The AO shall identify priority snow and ice clearance areas. The contractor shall then immediately carry out snow clearance and gritting to all identified sites in order to maintain a safe and easy access, particularly for people with disabilities or who are elderly.
- 6.9.3 Immediately after clearance of snow, or during freezing conditions leading to the formation of ice on paths, steps and ramps, apply an application of rock salt and grit at a sufficient rate to prevent re-freezing and to provide satisfactory grip underfoot for pedestrians.
- 6.9.4 Take care during the application of salt and grit to avoid damage to grassed areas, trees and shrubs.
- 6.9.5 Supply all necessary salt and grit, maintaining an emergency supply throughout the winter period from the beginning of November through to the end of March. Make all arrangements for loading and transport to site of the material and return any surplus to storage.



## SECTION 7

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# AQUATIC MAINTENANCE

## **7.0 AQUATIC AREAS**

### **7.1 General**

#### **7.1.1 The need for minimum disturbance**

7.1.2 Aquatic habitats are generally rich in wildlife interest, supporting a range of specialised plants and animals, whose continued survival depends upon the maintenance of the correct conditions in and around the water. The specifications set out under this category are intended to achieve and sustain such conditions.

7.1.3 Many aquatic plants and especially animals are very sensitive even to small scale or temporary changes in their habitat. When carrying out maintenance operations in aquatic areas therefore, disturbance to the habitat will be carried out as sensitively as possible and cause the minimum disruption. In this respect, the timing of maintenance operations is crucial and operations will only be carried out during the specified periods.

7.14 All works shall be carried out in accordance with BS7370:Section 5 1998.

### **7.2 Rubbish Removal**

7.2.1 Unfortunately aquatic areas usually attract rubbish. The accumulation of rubbish in such areas is not only unsightly but is potentially a pollution hazard, particularly where chemical containers are dumped. For these reasons it is essential that rubbish is removed on a regular basis. Where there is evidence of pollution of the water this will be reported immediately to the AO.

### **7.3 Maintenance of Artificially Lined Ponds**

7.3.1 Prior to any specific maintenance operations on a pond, the Contractor will consult the AO as to whether the pond is artificially lined or not. If this information is not readily available, the Contractor will assume that the pond does have an artificial liner and will carry his maintenance responsibilities accordingly.

7.3.2 The most common artificial liner contains of a butyl sheet sandwiched between protective layers of fibrous matting. If this membrane is cut the pond water levels will fall and in extreme cases the pond will dry up completely. It is essential therefore; that no sharp or jagged tools are used in the maintenance of artificially lined ponds. Clearly, mechanical excavators will never be used in the maintenance of such ponds.

7.3.3 The Contractor will monitor water levels in artificially lined ponds in case they have been breached accidentally or through an act of vandalism. If water levels are consistently low even after topping up, this will be immediately reported to the AO. Similarly if any sharp object is found

inserted in a lined pond (e.g. a tree stake) this will be immediately reported to the AO.

#### **7.4 Safety**

7.4.1 Working in or near water presents special dangers which must be taken into account before works are organised and implemented, whilst in general most aquatic areas to which the following specifications relate are fairly shallow, it would nevertheless be advisable to ensure that anyone working in or near water is able to swim. Suitable footwear will always be worn, i.e. waders or wellington boots depending on the task. Remember that wet surfaces are slippery and will be treated with great care and the soles of footwear will provide good grip. Never wade into water without testing the depth with a wading stick (this must be a blunt stick in artificially lined ponds) and continue to test the depth at each move. Although the base may look solid, it could be a deep deposit of silt. In some cases, it may be necessary to lower water levels temporarily with a pump before carrying out maintenance operations. It is advisable that at least two people will work together at all times and that one person will remain on the bank to provide assistance should the other get into difficulties in the water.

7.4.2 For a comprehensive list of safety precautions Contractors will refer to the 'Waterways and Wetlands' handbook published by the British Trust for Conservation Volunteers (BTCV), 2001 available from:-

36 St. Mary's Street  
Wallingford  
Oxfordshire  
OX10 0EV

#### **7.5 General Working Practices**

7.5.1 The Contractor will refer to the above practical handbook before organising and carrying out works in or near water. This handbook will be used as a guide to indicate the standards required and the detailed methods that will be used in carrying out management works in aquatic areas. These will be read in addition to the detailed requirements of the attached specifications.

#### **7.6 Litter Removal: Ponds/Streams**

7.6.1 Floating and submerged debris and litter will be cleared by the Contractor by non-mechanical means, removed from site and disposed of as directed by the AO. Particular attention will be given to ensuring that the entrances to culverts are kept clear of rubbish. Care will be taken to ensure that rocks and stones in the stream channel are retained and not disturbed. These provide shelter and an anchorage for many aquatic creatures. Rubbish removed from the stream channel will be removed from the site on the same day, to prevent it being dumped or washed back

into the stream.

- 7.6.2 Litter clearance will be carried out by the Contractor during each month of the year. This operation will cause the least possible disturbance to aquatic plants and animals.

#### **7.7 Waterweed Control: Ponds/Streams**

- 7.7.1 When requested by the AO, the Contractor will clear specified vegetation from designated areas of the pond(s) and remove from site. Cleared vegetation to be left on site adjacent to pond for a minimum of 24 hours before removal from site. This is to allow time for aquatic animals caught in the vegetation to find their way back to the pond. This operation will be performed manually using nets, rakes, drag-chains or other approved methods. Under no circumstances will aquatic herbicides be used.

- 7.7.2 This operation will be carried out only in September/October.

#### **7.8 Scrub Clearance: Ponds/Streams**

- 7.8.1 When requested by the AO, designated shrubs and trees, overhanging or adjacent to the ponds(s) the Contractor will cut back as directed by the AO. This operation will be performed using bow-saws, pruning shears, mechanical trimmers, chain-saws or other approved mechanical means, to the satisfaction of the AO. All cut surfaces to be left clean with no tears or jagged ends and cut faces to be at an angle to the horizontal. Arisings will be removed from site or stacked on site as directed by the AO. This operation will be carried out during the winter months (November to March).

#### **7.9 Sediment Excavation and Removal: Ponds**

- 7.9.1 When requested by the AO, the Contractor will excavate designated areas of sediment, debris and encroaching vegetation from the ponds(s). On artificially lined ponds this operation must be carried out manually. In naturally based ponds, the operation can be performed using approved mechanical means.

- 7.9.2 This operation will only be undertaken during the winter months (November to February). Excavated material will either be spread or mounded adjacent to the pond or removed from the site as directed by AO. In either case excavated material is to be left adjacent to the pond for a minimum of 48 hours to enable overwintering aquatic animals to return to the water. This will also give time for the sediment to become substantially drained of water thus facilitating easier transport where it is to be removed from site. Where 7.3 has been specified, this scrub clearance operation will be undertaken first. Where it proves necessary to remove any trees or shrubs to enable excavation, the tree/shrubs to be removed must be approved and marked by the Authorised officer.

## **7.10 Bank Cutting**

- 7.10.1 The grassed banks of streams, where indicated will be cut by the Contractor to 100mm, in height. All arisings are to be removed from site on the same day as cutting and disposed of as directed by the AO. Cut vegetation left on site may be blown or washed into the stream channel resulting in possible blockages leading to flooding.
- 7.10.2 The vegetation needing to be cut will be at a height of some 0.5 – 1 metre and as cuttings have to be removed immediately, a reciprocating blade mower is recommended. Care will be needed in cutting steeply sloping banks. In some situations a mechanical strimmer may be more appropriate.
- 7.10.3 Prior to cutting, all litter dumped or deposited along stream banks will be removed from site.
- 7.10.4 During cutting operations care will be taken to avoid damaging trees and shrubs. Unless otherwise specified all trees and shrubs will be assumed to be retained.

## **7.11 Litter Removal: Ditches**

- 7.11.1 Litter and other rubbish will be removed by the Contractor from all ditches manually and taken from site on the same day and disposed of to the satisfaction of the AO. This operation will be carried out with extreme care between February and June, to minimise disturbance to amphibian life, which may be using the ditch habitat for breeding, or to get to breeding areas.

## **7.12 Sediment Excavation/Removal: Ditches**

- 7.12.1 Where specified, the Contractor will excavate mechanically or manually, sediment and organic debris in an upstream direction (i.e. against the natural fall and flow of the ditch) using tractor and back end hoe with ditching bucket or hand tools. Excavated material is to be deposited on one bank in the ditch only, to be designated by the AO. Care will be taken to remove only that vegetation which is impeding the drainage function of the ditch. This can be achieved by excavating from within one side of the ditch only leaving the other side undisturbed. This in turn may necessitate widening the ditch on the side to be excavated.
- 7.12.2 This operation will only be carried out during the winter months (November to February) and preferably during frosty weather and when the ground is solid so as to avoid damage to adjacent habitat by rutting from the wheels/tracks of the excavator. Care will be taken to ensure that any trees or shrubs adjacent to the ditch are not damaged during this operation. Where it proves necessary to remove any trees or shrubs to enable excavation, the trees/shrubs to be removed must be approved and marked by the AO.

7.12.3 Sediment excavated from ditches is to be removed from site. Excavated material will be left on the ditch bank for a minimum of 48 hours before removal so that overwintering aquatic creatures can find their way back to the ditch. Excavated material will be removed from site to an agreed by AO.

### **7.13 Maintaining Water Levels**

7.13.1 During the summer months, water loss from ponds by evaporation often exceeds input from rainfall and run-off. Under these circumstances water levels may fall critically low and in extreme cases may dry up altogether. This is particularly true for artificial ponds. During the peak summer months therefore, water levels in ponds will be monitored and when necessary topped-up from a convenient freshwater supply (e.g. from a standpipe). Where there is no convenient supply, a water bowser will be supplied and used by the contractor.

## **SECTION 8**

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# **ARBORICULTURAL OPERATIONS**

## **8.0 ARBORICULTURAL OPERATIONS**

### **8.1. General Conditions**

- 8.1.1 The Contractor will adhere to all clauses within this section when carrying out arboricultural operations as specified in Section 2.
- 8.1.2 All arboricultural operations carried out within Cherwell District will be carried out in accordance with BS 3998:2010 recommendations for tree work and any future amendments to BS 3998.
- 8.1.3 When carrying out arboricultural operations any defects or potential hazards in connection with trees the Contractor will report them immediately to the AO.
- 8.1.4 All pruning operations will take into account the natural and aesthetic appearance of the tree.
- 8.1.5 All pruning cuts will be undertaken in accordance with British Standards 3998:2010.

### **8.2 Employment**

- 8.2.1 The Contractor will at all times during the Contract period employ sufficient persons of sufficient arboricultural qualifications and associated competencies (including the methods and techniques required by the hazards likely to be encountered and methods of preventing accidents) for the proper performance of the Services.
- 8.2.2 A minimum of 3 persons should be employed in the arboricultural unit in the event of an accident there will be at least one operative qualified to render first aid. Only people who are qualified, physically fit and competent should undertake work in trees or work with chainsaws. Work shall not be undertaken by persons under the influence of alcohol, or non-prescription drugs.
- 8.2.3 When a chainsaw is to be used the legs, feet and hands of the operator will be protected with chain-arresting materials e.g. ballistic nylon. Complying with British Standards BS EN 381. Eye and ear protection should be worn by chainsaw operators. ALL chainsaw operators should hold certificates of competence for use on the ground and operation of chain saws from ropes and harness up trees. All arboricultural ground staff must possess CS30, 31 & 32 with at least two arboricultural operatives in possession of CS38 (Aerial Rescue). All climbing operatives are to possess CS38, 40 and 41. Copies of these certificates must be made available to the AO prior to the start of the contract; in addition two members of each work gang should be trained in aerial rescue technique. Evidence of such training will also be required.
- 8.2.4 Any persons working in trees should wear a safety helmet complying with British Standards 4423 1970. Persons working on the ground beneath trees should wear appropriate reflective clothing, a helmet complying with



British Standards 5240. Attention is also drawn to the protection of Eyes and Ears.

### **8.3 First Aid**

- 8.3.1 All members of every arboricultural unit should be a trained and competent first aider. An appropriate first aid kit should be carried at all times, inspected and maintained on a regular basis by the arboricultural supervisor

### **8.4 Safety in Tree Works**

- 8.4.1 Because of the inherent dangers of tree work it is essential that adequate safety precautions are taken. There are 4 elements of risk:

The arboricultural operatives (climber and groundsmen)  
The general public in the vicinity of the operations  
Property and equipment  
Traffic

### **8.5 Risk Assessments.**

- 8.5.1 The Contractor will undertake a written Risk Assessment for all arboricultural operations. This will be carried out prior to work commencing. The outcome of such assessments should be taken into account in the working procedures employed on site.

### **8.6 Identification**

- 8.6.1 Trees specified to receive work will be identified by house numbers where applicable, or by some other easily identifiable landmark, e.g. next to garden shed or adjacent to highway lamp post No 3, other trees will be identified on survey plans provided with the schedule of works. The Contractor will exercise great care to ensure that only the denoted trees are worked on. Should there be any doubt whatsoever, the Contractor will seek clarification from the AO before proceeding.

### **8.7 Enquiries**

- 8.7.1 The Contractor is not to discuss details of the operations with any unauthorised persons. Any member of the public making enquires to the Contractor regarding any aspect of work being undertaken will be politely referred to the AO.

## **8.8 Working Practise**

- 8.8.1 If work is not completed by the end of a working day the contractor will leave the site in a clean, tidy and safe condition. No arisings are to be left on site without prior consent from the AO.

## **8.9 Emergency Work**

- 8.9.1 The contractor will have a system in place for responding to requests to carrying out tree works 24 hrs a day 7 days a week. Work will commence on site within two hours of a verbal order being issued by the AO.
- 8.9.2 The Contractor will provide the AO with a list of staff names and contact telephone numbers, to enable the AO and his representative or the emergency services to notify the need for attendance on site.
- 8.9.3 The Contractor must maintain and administer its own system for responding to individual emergency calls. Such a system must record details of tree sizes, extent of damage, location of tree(s), time spent on site and operatives present.
- 8.9.4 Emergency works will be paid in accordance with the appropriate rates listed in the schedule.

## **8.10 Disposal of Materials**

- 8.10.1 All arisings, unless otherwise stated by the AO, are to be chipped on site and taken to a recycling centre approved by the AO.
- 8.10.2 Any material that cannot be chipped will become the responsibility of the Contractor to dispose of in an appropriate manner approved of by the AO.
- 8.10.3 Trees will fall into four categories:
- a) Small            100mm to 300mm Diameter
  - b) Medium        301mm – 600mm
  - c) Large           601mm – 900mm
  - d) Extra Large   901mm and over
- 8.10.4 The size of trees for the purpose of pricing will be determined by the diameter of the trunk measured at 1.5 meters. For all multi-stemmed or co-dominant trees, the size of the tree for the purpose of pricing will be determined by the diameter of the trunk measured at the narrowest point below the main union(s).

## **8.11 Tree Felling**

- 8.11.1 Trees will be felled, using sound arboricultural techniques and equipment suitable for the work.
- 8.11.2 All trees to be felled will be identified by the AO.
- 8.11.3 The trees will be completely removed to ground level, unless otherwise stated by the AO.

## **8.12 Coppicing**

- 8.12.1 Coppicing means that the contractor will remove all the stem or stems down to approximately 15cm above ground. In the case of old coppice care should be taken to avoid cutting below the previous coppice point. No chemicals should be applied to the cut stump.

## **8.13 Tree Stump Removal – Grass Areas**

- 8.13.1 Where stump removal is specified, stumps will be ground down or removed to a minimum of 200mm below ground level; all Chipping's will be removed from the site.
- 8.13.2 Any buttress or surface roots, or suckers arising from, or near, the base of the main trunk, will be included and removed as part of the stump removal operation.
- 8.13.3 All stump removal operations must be carried out within 24 hours of felling a tree, unless specified by the AO.
- 8.13.4 Where stumps are removed, the excavated area must be backfilled, firmed and made level with good quality topsoil complying with British Standards 3882. Unless otherwise specified grass seed will be applied in accordance with British Standards 4428:1989

## **8.14 Tree Stump Removal – Hard Surfaces**

- 8.14.1 Where stump removal is specified, stumps will be ground down or removed to a minimum of 200mm below ground level; all chippings will be removed from the site.
- 8.14.2 Any buttress or surface roots, or suckers arising from, or near, the base of the main trunk, will be included and removed as part of the stump removal operation.
- 8.14.3 All stump removal operations must be carried out within 24 hours of felling a tree, unless specified by the AO.
- 8.14.4 Where stumps are removed, the excavated area must be backfilled with Type 1 Stone and compacted to within 25mm of the surrounding level and topped with tarmacadam to leave a flat even finish.

## **8.15 Stump Killing**

- 8.15.1 Where stumps are to be killed, appropriate chemicals should be applied to stumps as soon after felling as possible. Solutions or crystals of the chemical should be applied to the cut stump surface. The appropriate chemical will be applied to a cut, created with a chainsaw, and located around the circumference of the stump adjacent to the cambium layer, and the bark. Any regrowth from a treated stump will be removed and treated at the expense of the Contractor.
- 8.15.2 All chemicals should be used strictly in accordance with manufacturer's recommendations. Operators should hold a certificate of competence for the use of pesticides; copies of these certificates must be made available to the AO, prior to the start of the contract.

## **8.16 Climbing Inspections**

- 8.16.1 The contractor will arrange for a climbing inspection of the tree (or trees) to be carried out by a suitably qualified and competent Arborist who will provide a written report to the AO. The report will be provided in an agreed format and will include such details as the identification of the tree(s) species concerned and accurate assessments of any noted defects.

## **8.17 Ivy Cutting**

- 8.17.1 This operation will be specified where it is not necessary to remove all the ivy but to prevent the continued growth a section of 900mm in height from the base shall be cleared all the way round the trunk. The contractor shall use only non-mechanical tools for this operation.

## **8.18 Ivy Removal**

- 8.18.1 This operation will completely remove all ivy from the tree. The contractor shall use only non-mechanical tools for this operation.

## **8.19 Formative Pruning**

- 8.19.1 The Contractor will carry out corrective and formative pruning to remove competing leaders and undesirable branch structures in order to produce trees of the desired form. Formative pruning will be undertaken in accordance with BS3998. Such a pruning technique will influence the eventual shape and form of the tree in maturity. On completion of this work the tree will exhibit a characteristic shape and will have a retained, developing branch structure which foreseeably provides adequate future clearances from adjacent features and structures.

## **8.20 Removal of Dead Wood**

- 8.20.1 Unless otherwise specified, this refers to the removal of all dead, diseased and damaged branches, wood and broken stumps, throughout the Crown.

## **8.21 Initial Pollarding**

- 8.21.1 Pollarding is to be undertaken in accordance with BS3998. Pollarding is a traditional management technique used to regulate the size and shape of the tree to develop the branch framework with cyclic pruning resulting in a "pollarding head". This technique is only suitable on certain species e.g. Tilia, Platanus, Salix. Pollarding should not be confused with the unacceptable practice of topping.
- 8.21.2 The Contractor will reduce the whole crown to points, determined by the AO, on the forks off the main stem.

## **8.22 Re-Pollarding**

- 8.22.1 The Contractor will remove the whole crown by 100% back to previous pollard points.

## **8.23 Removal of Epicormic Growth**

- 8.23.1 The Contractor will remove all sucker growth and/or epicormic shoots from the root, buttresses and bole up to the main fork. All cuts should be made level with the source of the stem or root. Epicormic removal operations will be carried out using only non-mechanical tools.

## **8.24 Crown Lifting**

- 8.24.1 The Contractor will remove complete limbs and/or small branches as appropriate to increase the clearance between ground level and the lower branches, maintaining a balanced well-shaped crown, conducive to the future growth and development of the tree, in keeping with the species and varieties concerned.

## **8.25 Crown Thin**

- 8.25.1 The Contractor will initially remove all dead, defective, damaged or diseased wood. The Contractor will remove a specified percentage of secondary and small live branch growth throughout the crown, to produce an even density of foliage around a well spaced and balanced branch structure as far as possible.

**8.26 Crown Reduction**

- 8.26.1 The Contractor will reduce the height and spread of specified trees by cutting each branch back to a side bud or branch to leave a flowing line without stumps. Following this work the trees must exhibit well-balanced and even crown characteristic of the species or variety concerned. To avoid ambiguity, the extent of reduction will be specified in metres e.g. 1.0m, 2.0m, 3.0 and 4.0m.

**8.27 Reduce from overhead obstruction**

- 8.27.1 Means that the contractor will reduce branches away from a specified overhead obstructions e.g. a roof, phone wires, electricity wires. Where at all possible cutting back to a suitable side bud or branch.

**8.28 Restoration/storm damage/fallen branches**

- 8.28.1 This consists of the careful treatment of otherwise healthy trees, which have been damaged by gales, vandalism or vehicle impact. Work will include the removal of damaged and fallen branches, thinning of new shoots on sound wood and the encouragement of new leading shoots where appropriate in order to restore the tree's natural shape.

**8.29 Branch Removal**

- 8.29.1 The Contractor will remove specific limbs back to source as specified by the AO.

**8.30 Root Pruning**

- 8.30.1 This will only be carried out where roots of individual trees have been damaged, are raising footways or where root action has been implicated in an insurance claim. Individual trees to be root pruned will be agreed on site with the AO in each case. Exploratory excavations will be carefully undertaken using hand tools only. Final cuts will be made cleanly into sound tissue. Other operations, extent of work and individual rates will be agreed with the AO. In situations where retained roots are to be temporarily exposed for a prolonged period the Contractor will ensure that all retained, exposed roots above 25mm in diameter are carefully wrapped in hessian to avoid moisture loss and drying.

**8.31 Tree Planting - Standard & Extra Heavy Standard**

- 8.31.1 The Contractor will be familiar with BS8545 'Tree from nursery to Independence in the Landscape – Recommendations'. All planting operations will be undertaken in accordance with said document.
- 8.31.2 Unless alternative dimensions have been approved by the AO, each pit will be three times the size of the root ball/container to accommodate the

entire root without restriction, in all cases the bottom and sides of the pit needs to be broken up with a fork. The contractor should allow in his rates to include a perforated watering tube, approved by the AO, to be installed in every tree pit.

8.31.3 All trees {provided by the Local Authority} shall be positioned in the planting pit to their natural depth, so that the nursery root collar is level with the surface of the ground. Any broken or damaged roots or shoots shall be pruned to sound wood. The stake and the tree should be presented in the planting pit before planting commences to ensure that they both fit within the tree pit. The tree shall be placed in position parallel to the stake to provide the most satisfactory appearance whichever staking method is specified. The roots shall be spread out ready for the back-fill mixture (in the case of bare root stock). The tree roots will be covered by the planting mixture and the tree shaken gently so that all the spaces around the roots are filled. The remaining back-fill will be added in layers of 150mm deep. At each stage it should be firmly consolidated to eliminate air pockets under and around the root system. Any surplus backfill to be removed from site and disposed of. Following planting any settlement that occurs shall be made up at the contractor's expense. On occasion underground guying (supplied by the Local Authority) will be specified. The kits are to be installed in accordance with the manufacturer's instructions.

8.31.4 Where specified by the AO, a galvanised metal cage (supplied by the Local Authority) will be installed by the contractor and secured to the ground with at least 3 pins in such a way that no part of the tree will rub on the cage.

8.31.5 If deemed necessary the contractor will install strimmer guards/watering bags (to be supplied by the Local Authority.) at the base of the trees.

### **8.32 Tree Planting - Feathered**

8.32.1 The contractor must excavate a pit at least 75mm greater than the depth and width of the roots and be at least 300mm square and deep. The stake and the tree should be presented in the planting pit before planting commences to ensure that they both fit within the tree pit. The tree shall be placed in position parallel to the stake to provide the most satisfactory appearance. The stake must be positioned on the leeward side of the tree. Side shoots that impede the effective attachment of the stake must be removed cleanly with appropriate tools.

### **8.33 Tree Planting – Whips**

8.33.1 The Contractor will plant whips (provided by Cherwell District Council) using a straight backed planting spade, the slit must be made in the ground to the full depth of the spade and a second slit made joining the first forming a L shape. The soil will then be lifted by levering the spade backwards; the tree shall be inserted into the notch produced at greater depth than required. The spade must then be removed from the soil and

the tree pulled upwards (without stripping the roots) to bring it to the correct nursery collar level. The tree will then be firmed into the ground. The trees will be supported by canes and protected by planting tubes (supplied by the Local Authority).

### **8.34 Single Stake Method**

- 8.34.1 The stakes should be 2400 mm long (2000mm in the case of feathered trees) by 60mm diameter positioned upright, normally on the windward side of the tree. A minimum of 600mm of the stake shall be driven into undisturbed ground. The stake shall be driven into the ground before planting commences.
- 8.34.2 All stakes supplied for tree planting shall be tanalised. They should be round free of noticeable distortions, pointed at one end and of uniform thickness with a minimum of 60mm and a maximum of 75mm in diameter.
- 8.34.3 Each tree tie will include a rubber resilience spacer to prevent chaffing between the tree and stake. Where necessary an additional spacer shall be fitted if the tree has a kinked stem
- 8.34.4 All tree ties will be of an expandable rubber type, approved by the AO. All ties to be secured with a galvanised nail.

### **8.35 Double Stakes**

- 8.35.1 The stakes should be 2400 mm long by 60mm diameter positioned upright. The Stakes will be 2400mm long and set upright, normally on the windward side of the tree. A minimum of 600mm of the stake shall be driven into undisturbed ground. The stakes should be positioned outside of the root ball of the tree. A cross bar of wood will be attached between the stakes, or loops of rubber and spacers attached to each stake as specified by the AO. The stake shall be driven into the ground before planting commences.
- 8.35.2 All stakes supplied for tree planting shall be tanalised. They should be round free of noticeable distortions, pointed at one end and of uniform thickness with a minimum of 60mm and a maximum of 75mm in diameter.
- 8.35.3 Rubber spacers and tie will be attached to the cross bar to hold the tree in place and prevent chaffing of the trees bark. Where necessary an additional spacer shall be fitted if the tree has a kinked stem
- 8.35.4 All tree ties will be of an expandable rubber type, approved by the AO. All ties to be secured with a galvanised nail.

### **8.36 Removal stakes ties, guards and watering bags**

- 8.36.1 If fitted means that the Contractor will completely remove tree stakes, ties, guards and watering bags, and will fill the resultant holes with good quality topsoil lightly compacted. Disposal of the trees/stakes and guards will be the responsibility of the Contractor. If cages and watering bags are fit for



reuse these should be removed and kept either in the Contractors yard or taken to the Local Authorities lock up for re-use at a later date.

**8.37 Re-tie – Single/Double Staked Tree**

- 8.37.1 The Contractor shall supply and fit replacement tie/ties to a young tree, which has come adrift from its stake.

**8.38 Removal of Vandalised / Failed Standard Tree**

- 8.38.1 The contractor will remove all parts of the tree, stake, tie and guard and backfill any holes with suitable material and lightly compact.

**8.39 Mulch**

- 8.39.1 The contractor will apply a layer of fresh mulch around the base of the tree to a depth of 100 mm to a distance of 1m away from the trunk of the tree after weeding, and removing any rubbish, around the base of the tree. The circular mulch ring will be edged and clearly defined.

**8.40 Irrigation**

- 8.40.1 The Contractor will water trees to field capacity as required to achieve good establishment and maintain healthy growth. In addition, if fitted, watering bags should be filled to full capacity.

## **8.41 Young Tree Maintenance (YTM)**

8.41.1 The AO will issue a monthly Tree Work Order between April to October (inclusive) The Contractor will visit all trees specified within the Tree Work Order. By the end of the third working week of the month all YTM operations will be complete. During the visit the contractor will ensure that:

- a) the tree pit is kept weed and litter free.
- b) the circular mulch base is consistently maintained at 100mm in depth and 2.0m in diameter, edged and clearly defined.
- c) any dead, damaged or diseased branches are removed with all pruning undertaken in accordance with BS3998
- d) the cage & pins / underground guys / stakes are upright, level, checked for stability and repaired as necessary. The Contractor is to notify the AO of any stakes or cages that require replacing.
- e) the ties are checked for looseness / tightness and adjusted or replaced as necessary.
- f) the ties are preventing the tree rubbing against the supporting cages / stakes.

8.41.2 In addition to the above, during the months of April to October inclusive, each tree receives irrigation to field capacity on two occasions each month. In addition, any watering bags fitted will be filled to full capacity. Unless instructed otherwise by the AO, the contractor will programme the timing of each visit for the first and third week of each month.

8.41.3 The contractor is to immediately notify the AO of any tree, stake, cage, tie included within the schedule, which appears to be in a poor condition, or has suffered from recent damage or vandalism.

8.41.4 Any trees specified in the schedule to receive young tree maintenance which either fail or appear to be in poor health or decline for any reason other than vandalism will be removed and replaced during the first available planting season at the contractors own expense. Any replacements must be purchased from an agreed supplier and be of the same size and quality as originally supplied by the Council unless otherwise approved by the AO.

## **8.42 Normal Day Rate**

8.42.1 The Contractor will provide a three man crew, vehicle and machinery to perform arboricultural operations between the hours of 07:30 and 17:30 Monday to Friday.

## **8.43 Out of Hours Rate**

8.43.1 The Contractor will provide a three-man crew, vehicle and machinery to perform arboricultural operations out of hours as requested by the AO.

## **SECTION 9**

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# **LANDSCAPE DEVELOPMENT WORKS**

## **9.0 TURFING AND GRASS SEEDING**

### **9.1 General Conditions**

- 9.1.1 All work specified shall be carried out in accordance with B.S. 4428 – 1989 General Landscape Operations, Section 6. Turf shall be in accordance with B.S. 3969 -1998+A1:2013 Recommendations for Turf for General Landscape Purposes.
- 9.1.2 Turf should not, unless otherwise instructed by the AO, contain weed grasses such as Annual Meadow Grass, Cocksfoot, Creeping Soft Grass, Meadow Barley, Yorkshire Fog or Perennial Weeds.
- 9.1.3 The soil of the turf should be medium loam and free from stones over 15mm gauge. Soil may vary from heavy to light loam but should be consistent in character for the whole of each requirement.
- 9.1.4 Turf should be of a rectangular shape and of uniform thickness. Unless otherwise agreed, they should have a minimum thickness of 25mm.
- 9.15 The grass should be close texture, of even density and green in colour. The turf should be sufficiently fibrous for turf to hold together when handled, but excess mat or fibre is undesirable. The grass should have been closely mown. It should not be affected by any pests or diseases. The standard and quality of turf required for the job shall be agreed with the AO and paid for in accordance with the Schedule of Rates. (See Appendix in the schedules)
- 9.1.6 Turf should not be stacked for longer than 3days unless agreed with the AO. When turfing large areas supplies of turf should be delivered at appropriate intervals throughout the work, so as to avoid stacking for long periods. Turf unloaded by hand should not be stacked higher than 1 metre and appropriate measures should be taken to prevent any inconvenience or danger to the public.

### **9.2 Establishment Period - Seeding and Turfing**

- 9.2.1 The Contractor will establish a good sward of the specified mixture free from pernicious weeds. During the period of establishment all newly grassed areas shall be cut twice, each cut reducing the growth height by half. The first and second cuts shall take place when the growth height reaches 75mm. Cutting must be undertaken using an approved mowing machine when conditions are not excessively wet or damp. The Contractor must remove all stones and other deleterious material from site, prior to grass cutting operations.
- 9.2.2 Thereafter the areas shall be treated as per their appropriate specification i.e., Sports turf, amenity turf etc., and incorporated into regular maintenance schedules.

### **9.3 Initial Ground Preparation for Turf or Seed**

- 9.3.1 The Contractor will be supplied with site plans where appropriate for the area, or the area for planting may be marked on the ground by the AO. Any of the following works may be necessary according to the requirements of the individual site.
- 9.3.2 Cut down herbage by strimming or flailing to 50mm above ground level and remove from site for proper disposal.
- 9.3.3 Apply translocated herbicide 20 days prior to planting preparation.
- 9.3.4 Apply contact herbicide 10 days prior to planting preparation.
- 9.3.5 The topsoil shall be cultivated to a depth of 125mm avoiding the disturbance of the subsoil by mechanical means or by hand cultivation on banks or confined areas as approved by the AO. All stones, weeds, roots and other deleterious materials which are brought to the surface shall be removed from site and disposed of.
- 9.3.6 Soil must be cultivated to a friable tilth and include treading, firming and raking to a level soil surface by methods to be approved by the AO. Where applicable the degree of accuracy in determining a level profile shall be determined by boning rods and/or site levels after firming in accordance with B.S. 4428:1989.
- 9.3.7 With the exception of new wildflower areas, unless otherwise specified all areas to be seeded or turfed will have a base dressing of an approved granular pre-seeding fertiliser in the ratio of 10:12:15 (N.P.K.), applied at the rate of 40 grams per square metre. The dressing shall be applied by means of approved fertiliser distributor machinery or by hand in small or confined areas, and then lightly worked into the surface with a harrow or rake.
- 9.3.8 Operations must not be carried out during periods of inclement weather, i.e., when the ground is wet, frosty or waterlogged. Timing of operations will generally be confined to the Spring and Autumn periods or as instructed by the AO in accordance with specifications.

### **9.4 Turf Laying**

- 9.4.1 The Contractor shall only lay turf when weather and soil conditions are suitable, normally between October - April. Turf should not be laid in exceptionally dry or frosty conditions.
- 9.4.2 Turf should not be laid until the top soiling in whole or in part has been satisfactorily completed by being brought to an even tilth and firmness. Turf from the stack should be wheeled across site on planks laid closely side by side. Adequate timber planks should be used to support workmen and barrows, and provide access. Turf should be laid on the prepared soil

bed and firmed into position in consecutive rows with broken joints (as in stretcher bond brickwork), closely butted and to the correct levels.

- 9.4.3 The turf should be laid off planks working over turf previously laid. Where necessary, the turf should be lightly and evenly firmed with wooden beaters, the bottom of the beaters being frequently scraped clean of accumulated soil or mud. Where specified by the AO, a dressing of finely sifted topsoil (complying with B.S. 3882:2015 "Specifications for Topsoil") or fine peat should be applied and well brushed into joints. Any inequalities in finished levels owing to variation in turf thickness or uneven consolidation of soil should be adjusted by raking and/or by packing fine soil under the turf. A roller should not normally be used. The finished level of the turf should conform to the levels specified, allowing for final settlement, normally 10mm proud of any surrounding hard surface area. Turf edges and margins should be laid with whole turves.

## **9.5 Turfing on Banks Exceeding 30 Degrees**

- 9.5.1 Stability and retention of soil and seed may be a problem when turfing banks with a gradient of/or exceeding 30 degrees. Turfing should not be undertaken until the bank has been satisfactorily graded and stabilised.
- 9.5.2 Turf should comply with BS: 3969 +A1:2013. It is important that turves to be used on banks should be sufficiently fibrous to withstand handling conditions.
- 9.5.3 Turfing on banks will normally be carried out during the Autumn and early winter period. Spring operations should be avoided due to the harmful effects of prolonged dry weather and drying winds.
- 9.5.4 Sufficient timber planks and ladders should be used to ensure safe and efficient working. The turf may be laid diagonally or horizontally. They should be laid to stretch bond pattern, butt-jointed, firmed and secured by stout biodegradable pegs 200mm in length. Finely sifted topsoil should be worked well into the joints. On very steep banks or where stability is a major problem, netting should be laid over the turf and pegged down. Where necessary the wire netting should be reinforced at the top and bottom immediately, with stout wire cable threaded through the mesh.

## **9.6 Irrigation**

- 9.6.1 Where irrigation is required to ensure establishment and healthy growth the Contractor will use either sprinklers or oscillating sprays so as not to wash soil out of the joints. If shrinkage occurs and the joints open, fine topsoil or compost must be brushed in and well watered. Where necessary, the responsibility for the use of standpipes and liaising with the Local Water Authority shall lie with the contractor.

**9.7 Grass Seeding**

9.7.1 The Contractor will carry out work in this specification in accordance with B.S. 4428:1989 General Landscape Operations and ensuring that the correct grass seed mix is used in the right situation.

9.7.2 GRASS SEED MIXTURES

<b>MIXTURE 1</b>	<b>USE</b>
10% Small Leaved Timothy	High Profile Amenity Areas
45% Smooth Stalked Meadow Grass	
25% Chewings Fescue	
15% Creeping Red Fescue	
5% Browntop Bent	

<b>MIXTURE 2</b>	<b>USE</b>
20% Perennial Rye Grass	General Amenity Areas
15% Small Leaved Timothy	
40% Smooth Stalked Meadow Grass	
20% Blend of Chewings	
5% Fescue & Creeping Red Fescue	

<b>MIXTURE 3</b>	<b>USE</b>
10% 4Turf Tetraploid Ryegrass	Football Pitches Rugby Pitches Athletics Facility
30% Perennial Ryegrass Variety 1	
30% Perennial Ryegrass Variety 2	
30% Strong Creeping Red Fescue	

9.7.3 The Authorised Officer must approve any deviation from the above recommendation.

<b>MIXTURE 4</b>
Meadow Mix (To be agreed with AO dependent on location and type of Meadow)

9.7.4 Mixtures for conservation areas and/or areas identified for rural management techniques must be approved by the AO.

## **9.8 Final Cultivation**

- 9.8.1 Prior to seeding, the area shall be brought to a fine tilth by approved mechanical means or by hand raking, and if necessary regarding of the surface will be carried out to conform to the specified finished level. The Contractor will remove all stones over 30mm in diameter. The final level will be 10mm above any adjacent hard surface area.
- 9.8.2 After cultivation has been carried out, the area will be sown with grass seed specified by the AO and be of an appropriate mix for the site. Seed will be sown at the rate of 35 grams per square metre by either hand or mechanical means, ensuring even distribution.
- 9.8.3 Grass seed shall be stored off the ground in a clean, dry place free from vermin. The Contractor will be required to submit certificates for all grass seed stating the seed source, mixture percentage, percentage purity and percentage germination.
- 9.8.4 The AO will be entitled to take samples of the grass seed mixture for testing. The seed mixture must meet the requirements for germination and purity laid down in B.S. 4428:1989.
- 9.8.5 Following an even distribution of seed, the Contractor will carry out a light raking or harrowing of the area and ensuring a consolidation of seed with soil by use of a light roller.
- 9.8.6 All reasonable precautions shall be taken to ensure that pedestrians and other traffic do not cross the area during cultivation until the grass is established.
- 9.8.7 All grassed areas will only be accepted by the AO for practical completion when germination has proved satisfactory and all weeds and deleterious matter have been removed.
- 9.8.8 Where, in the opinion of the AO, excessive subsidence of seeded areas arise, such subsidence must be rectified at the Contractor's expense. All depressions to be made good with quality topsoil, carrying out the necessary cultivations, fertilising and seeding as previously specified and as required by the AO. The Contractor will allow for re-seeding any bare patches with previously specified mixture. In instances where establishment of re-seeding is unlikely to be satisfactory, the AO may require the area to be turfed at the Contractor's own expense.

## **9.9 NEW PLANTING SCHEMES**

### **9.9.1 General**

- 9.9.2 The majority of new landscape works shall be carried out during the period October to March unless instructed otherwise by the AO. The quantity of work required may vary from year to year but will normally comprise of a



number of the operations listed below, tailored to meet the requirements of the individual project.

9.9.3 The Contractor shall be familiar with BS 4428:1989 - Code of Practice for general landscape operations and shall work to this as a minimum standard.

9.9.4 The Contractor shall submit a unit rate for each of the operations outlined in the schedules and his rates should allow for the following:

- Supplying all the necessary materials, excluding plant material;
  - Transport to and from the site of all materials;
  - The interruption of works due to unfavourable ground conditions, such as waterlogging, frost etc.;
  - The reinstatement of surrounding areas where damage has been caused by the Contractor's operations.
- 
- The removal of all surplus materials from site and the cleansing of any adjacent hard surface areas.

## **9.10 Preparatory Works**

9.10.1 The Contractor will be supplied with site plans where appropriate for the area, or the area for planting may be marked on the ground by the AO. Any of the following works may be necessary according to the requirements of the individual site.

9.10.2 Cut down herbage by strimming or flailing to 50mm above ground level and remove from site for proper disposal.

9.10.3 Apply translocated herbicide 20 days prior to planting preparation.

9.10.4 Apply contact herbicide 10 days prior to planting preparation.

9.10.5 Supply and spread topsoil as per BS 3882 Premium Grade.

9.10.6 Supply and spread topsoil as per BS 3882 General Purpose Grade.

9.10.7 Supply and spread topsoil as per BS 3882 Economy Grade.

9.10.8 Supply and spread spent well-rotted farmyard manure to be specified by AO, to a depth of 75mm and incorporate it into the top 225mm of the soil surface.

9.10.9 Cultivate existing ground to a depth of 225mm removing all stones in excess of 50mm in diameter weeds and other deleterious material for proper disposal. Grade and rake level taking out any deviations in the finished level in preparation for planting.

- 9.10.10 Supply and spread an approved pre-planting fertiliser across the whole of the area to be planted incorporating it into the top 225mm of the soil surface.

## **9.11 Planting**

- 9.11.1 Unless otherwise specified all plant material shall be delivered by the AO to the contractors depot facilities. If the Contractor should be required to provide any plant material this should comply to a minimum standard of B.S. 3936-1:1992.
- 9.11.2 Care should be taken when transporting plant material to site to prevent any wind desecration to foliage and root systems. Any bare root plants shall remain covered until the actual moment of planting.
- 9.11.3 Plants shall be set out on site in a methodical manner, adhering to the plant centre spacings provided by the AO.
- 9.11.4 Planting pits should be excavated 150mm wider and deeper than the root spread. Polythene and other non-biodegradable containers should be removed and any damaged roots carefully pruned.
- 9.11.5 A pre-planting fertiliser should be incorporated into each individual planting pit backfill material. Plants should be positioned at the nursery level with due allowance for settlement. The planting pit should be backfilled to half its depth and firmed by treading, the remainder of the backfill then being incorporated and firmed.
- 9.11.6 The Contractor should allow in his rates for any formative pruning e.g. reducing native hedging plants, Cornus, Pyracantha, and Shrub Roses by 33% after planting and the removal of all traces of footprints from the soil surface, leaving it in a tidy level condition.
- 9.11.7 Plant herbaceous/shrub material in 1 to 3 litre pots.
- 9.11.8 Plant open ground shrubs in 5 to 20 litre pots.
- 9.11.9 Plant herbaceous/alpines/heathers.

## **9.12 Bulb Planting**

- 9.12.1 Unless otherwise instructed by the AO, Spring flowering subjects will normally be planted during the period September-November.
- 9.12.2 Summer flowering subjects during March-April.
- 9.12.3 Autumn flowering subjects during July-August.

- 9.12.4 Unless otherwise indicated, all bulbs and corms will be supplied by the AO.
- 9.12.5 Species of bulbs shall be categorised as follows
- a) Bulbs less than 20mm in diameter e.g. Galanthus, Iris, Crocus, Chionodoxa;
  - b) Bulbs greater than 20mm but less than 40mm in diameter e.g. Dwarf Narcissus, "Thalia" etc.
  - c) Bulbs greater than 40mm in diameter e.g. Larger Narcissus, "Carlton" etc.
- 9.12.6 "Naturalise bulbs in grass" shall mean to disperse bulbs in a random manner across the area to be planted and carefully lifting the turf with a fork/spade and plant the bulbs as they fell 2.5 to 3 times their own depth. The area of the planting shall be lightly firmed after planting. The density of the planting should be as determined by the AO.
- 9.12.7 "Naturalise bulbs in borders" shall mean to plant as above, but not encroaching into existing plant material. All traces of footprints etc. to be removed after planting.

### **9.13 Plant Hedge Material**

- 9.13.1 Strip and dispose of turf and surface vegetation from planting strip and thoroughly cultivate a strip 600mm wide and to a minimum depth of 450mm. Remove all stones and debris over 50mm. Incorporate approved planting compost at a rate of 20 litre per square metre and approved fertiliser at 50g per square metre. Cultivate and fork in well to the full depth of the planting strip. Hedging plants to be supplied by the AO shall be planted as directed in straight lines and to the mix as directed by the AO. At all times the plants and their roots shall be protected either in sacks or by heeling in to prevent the roots from drying or being frozen. For hedging types such as beech, hawthorn, hornbeam and mixed native hedging, the planting shall be in double rows planted staggered apart at 450mm centres and 450mm between rows. Plant to the depth as previously grown in the nursery and firm. Each plant to be protected with a plastic mesh vermin guard with cane. Immediately water the entire planting strip to field capacity and then apply bark mulch to a minimum depth of 75mm over the full width of the planting strip.

### **9.14 Prepare Ground and Plant Wild Flower Plugs**

- 9.14.1 The Contractor will be supplied with site plans where appropriate for the area, or the area for planting may be marked on the ground by the AO. Any of the following works may be necessary according to the requirements of the individual site.

- 9.14.2 Cut down herbage by strimming or flailing to 50mm above ground level and remove from site for proper disposal.
- 9.14.3 Apply translocated herbicide 20 days prior to planting preparation.
- 9.14.4 Apply contact herbicide 10 days prior to planting preparation.
- 9.14.5 Strip and dispose of turf and surface vegetation from the planting area and thoroughly cultivate to bring topsoil to a fine tilth. Remove all stones and debris over 50mm. Wildflower plugs supplied by the AO shall be planted to the mix or planting plan as directed by the AO to an average density of 60 plants per square metre. Plant each plug with a trowel and gently firm. Immediately on completion water the entire planting area to field capacity.

## **9.15 Mulching**

- 9.15.1 On receipt of instructions from the AO, the areas indicated shall be mulched to a depth of 50mm. The mulch should be spread evenly across the surface taking care not to bury any plant material. The AO will deliver the mulch to the Contractors depot the Contractor shall allow in his rates for transporting the material to site and spreading/m3.
- 9.15.2 Transport and spread medium ornamental conifer bark, 25mm-60mm.
- 9.15.3 Transport and spread wood chip mulch.
- 9.15.4 Transport and spread spent mushroom compost.
- 9.15.5 Transport and spread recycled green waste produced from contract arisings.

## **9.16 Supply and Erect Chestnut Fencing**

- 9.16.1 Supply and erect chestnut pale fencing to BS 1722 Pt 4:1972 1200mm high cleft pale fencing, pales at 75mm spaces pointed at top on three lines of wire. Posts to be larch posts 1800mm by 100mm girth, driven vertically 600mm into firm ground at 3m centres. Secure each line wire to posts with 25mm galvanised staple nails. Over long lengths of fencing the line wires shall be tensioned and secured to 2320mm x 125mm x 125 mm straining posts and struts at 50m centres.

## **9.17 Supply and Install Stockproof Fencing**

- 9.17.1 Supply and install stock proof fencing including straining, intermediate and strutting posts, 1m height galvanised sheep netting of a maximum mesh size of 150 x 150mm B8/80/15, one wire line (4mm (8 swg) galvanised) and a top barbed wire line (two strand 2.5mm (12.5 swg) galvanised four point). Straining posts with struts at the end of a run, corners or change of direction. Netting should be properly strained and stapled. Staples to be

placed on the top, third, fifth and bottom wires of the netting on each post. Staples shall be 40mm x 4mm galvanised wire. All wires to be re-tensionable. All work to be to BS 1722 and all wire to confirm to BS 4102/BS EN 10223.

**9.18 Supply and Install galvanised 5 bar gate**

- 9.18.1 Supply and install single galvanised 3.6m wide five bar gate to BS 5709:2006. To include tubular steel hanging and shutting posts with caps and all associated latches, fixings and bolts.

**9.19 Set and Maintain Irrigation System**

- 9.19.1 The only irrigation system is at Banbury Cross and comprises of the following components:

Netafim Aqua Pro electronic timer  
Main line pipework – approx 50 LM  
Flexible drip line – approx 150 LM  
Sprinklers – 4 no.  
Pipework for 3 no. floral hobby horse features  
Various fixtures and fittings

- 9.19.2 The system detailed above will need to be installed, prior to the planting of the bedding, at the start of each summer season, on instruction by the AO. The contractor will be responsible for setting the timer at a frequency agreed with the AO.

- 9.19.3 The contractor will check for any failures throughout the season and report any such failings to the AO. At the end of the summer the system will need to be drained down, removed by the contractor and stored over winter at his own expense. During this period the contractor should inspect all parts removed and any requiring replacement must be reported to the AO.

**APPENDIX 4**  
**S278 Agreement and Standard Conditions**

DATED \_\_\_\_\_ 20[ ]

OXFORDSHIRE COUNTY COUNCIL

-and-

(OWNER)

-and-

(DEVELOPER)

draft

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

KJ/052125

Nick Graham  
Chief Legal Officer and Monitoring Officer  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND

**THIS DEED** is made on the \_\_\_\_\_ day of

Two Thousand and [       ]

**BETWEEN:-**

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

1. **Interpretation**

In this Deed:-

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



1.6 "the Dedication Plan" means the plan marked 'B' annexed to this Deed or such other plan as the Owner [the Developer and the Mortgagee] and the Council agree should be substituted for it

1.7 ["the Developer" means \_\_\_\_\_ of/ whose registered office is at \_\_\_\_\_ and its successors in title and assigns]

1.8 "the Development" means [ \_\_\_\_\_ ]

1.9 "Implementation" means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "implement" and "implemented" shall be construed accordingly

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

1.11 "Index-Linked" means adjusted according to any increase occurring between \_\_\_\_\_ and the date of payment to the Council in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

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

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

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

1.12 "the Maintenance Costs" means the sum of ( ) Index Linked as calculated in respect of the cost of future maintenance of the Works

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

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

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

1.16 "the Planning Application" means the application for planning permission for the Development numbered ALTERNATIVE

"the Planning Permission" means planning permission reference number [ ] for the Development of the Site



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

## 2. **Preliminary**

- 2.1 The Owner is the owner of freehold of the Site registered with absolute title under title number [ ] subject to an Option in favour of the Developer (and/or) a Charge in favour of the Mortgagee but otherwise] free from incumbrances as the Owner hereby warrants
- 2.2 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site
- 2.3 For the purposes of the 1980 Act, the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the highway authority and the traffic authority for certain highways in the area which includes the Site
- 2.4 [The (Owner/Developer) [has] submitted the Planning Application for the Development to the district planning authority

Alternative 1

- 2.5 The district planning authority is minded to grant planning permission for the Development subject inter alia to the completion of this Deed]

Alternative 2

It is a condition of the Planning Permission that the Development shall not be [ ] before certain works (which the Council is authorised to execute) are executed for the provision of safe and convenient access to the Site from the highways in the vicinity.

Alternative 3

The Owner has/it has been agreed [by virtue of an agreement pursuant to Section 106 of the 1990 dated [ ] and made between [ ] that the Development shall not be implemented [as therein defined] prior to the completion of this Deed and shall not be occupied prior to the completion of the Works in accordance with the Deed

- 2.6 The Off-Site Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act
- 2.7 It has been agreed between the Owner and the Council that in lieu of the Owner paying the cost of the Off-Site Works the Off-Site Works should be executed by the Owner in conjunction with the carrying out of the Development

- 2.8 This Deed (which the Council are satisfied will be of benefit to the public) is made under Sections 38 72 and 278 of the 1980 Act [Section 106 of the 1990 Act], Section 111 of the Local Government Act 1972 and all other enabling powers [and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner the Developer and the Mortgagee in respect of the Site and enforceable by the Council
- 2.9 [The covenants in this Deed (except that in clause 8 which shall take immediate effect) shall be conditional upon the granting of planning permission for the Development]

3. **Covenants**

The Owner and the Developer covenant:-

- 3.1 not to cause or permit [any planning permission obtained for the Development the Planning Permission to be implemented (save insofar as is necessary for the execution of the Works)]building forming part of the Development [to be occupied] [to open for business] before the Works have been completed]
- 3.2 to execute the Works entirely at his/its own expense and to the satisfaction of the Council
- 3.3 in executing the Works to observe and perform all the obligations which fall on "the Developer" under the Standard Conditions and

- 3.4 to complete the Works not later than \_\_\_\_\_ and in any event within \_\_\_\_\_ from the date on which the Works started
- 3.5 not to commence the Works until the Maintenance Costs have been paid to the Council and to pay Maintenance Costs to the Council prior to commencing the Works.
- 3.6 to give the Council written notice of any disposal of an interest in the Site and of the name and address of the new owner and the date of the disposal within 14 days of such disposal
- 3.7 if any payment to be made to the Council is not paid on or before the due date for payment to pay interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc from such due date to the date of payment<sup>1</sup>

4. **Adoption as Highway**

- 4.1 On the issue of a Certificate of Completion for the Works the whole of the land shown [hatched black] on the Dedication Plan (subject to modification as provided in clause 4.2) shall be deemed to have been dedicated as public highway (for all public highway purposes including use by mechanically propelled vehicles) and shall thereafter subject to Conditions 34 and 35 of the Standard Conditions be a highway maintainable at public expense
- 4.2 The Council may after consideration of the As-Built Drawings require the substitution of a modified dedication

plan in which event that shall be agreed with the Owner [the Developer the Mortgagee] and the dedication as provided in clause 4.1 shall have effect in respect of the modified area

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

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**

The Mortgagee acknowledges that the Site is bound by the obligations contained in this Deed

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 [and [ ] towards the costs of administering and monitoring the provisions of this Deed relating to the Contribution]

7.2 The Owner will reimburse the Council in respect of all legal and administrative costs in connection with the enforcement of any of the provisions of this Deed including



correspondence monitoring and site visits by or on behalf of the Council

7.3 [The Owner will not claim any compensation in respect of the provision of this Deed]

## 8 **Third Party Rights**

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

## 9 **Notice**

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

## 10 **No Waiver**

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

**11 No Fetter**

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

**12 VAT**

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

**13 Jurisdiction**

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

**14 Delivery**

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

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

## **SCHEDULE**

### **The Works**

(1) **Principal Works**

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

(a)

(b)

(c)

(2) **Preparatory and Ancillary Works**

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

(a) all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works

(b) all culverts ditches and other things necessary to ensure the satisfactory movement of surface water

(c) all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works

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

(3) **Amenity and Accommodation Works**

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

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



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

Director

Secretary

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

Director

Secretary

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

Director of Law and  
Governance /  
Designated Officer

# OXFORDSHIRE COUNTY COUNCIL

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

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Nick Graham  
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2016 Edition

## OXFORDSHIRE COUNTY COUNCIL

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

#### GENERAL

#### 1 INTERPRETATION

In these Conditions:-

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



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

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

## **2 RELATIONSHIP WITH AGREEMENT**

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

## **3 COMMUNICATIONS WITH THE COUNCIL**

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

## **4 APPROVALS AND CERTIFICATES**

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

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

4.3 The matters referred to in Condition 4.1 are:

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

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

## **5 COUNCIL TO ACT IN DEFAULT OR EMERGENCY**

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

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

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

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

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

## **6 INDEMNITY**

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

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

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

**7 HEALTH AND SAFETY**

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

**8 PAYMENTS**

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

**PRELIMINARIES**

**9 SUBMISSIONS TO THE COUNCIL**

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

**Highway Matters**

9.1

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

9.2

<p><b>A detailed programme</b> designed to ensure the orderly and timely execution and completion of the Work with the minimum of disturbance and disruption to use of the highway and occupiers of property and to facilitate the implementation of any such measures in respect of undertaker's apparatus as may be identified pursuant to Condition 10.</p>	<p>No later than <b>2 weeks after the acceptance of any tender</b> for the execution of the Works</p>	<p>Significant programme changes to be identified not less than 2 weeks prior to the change</p>
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9.3

<p><b>(a) Measures for the control of vehicles and plant</b> to be used in the course of execution of the Works (including vehicles engaged on the transport of materials and equipment to and from the Works) and measures for traffic regulation in order to minimise and/or alleviate damage to the highway disturbance to occupiers of property and disturbance and disruption to use of the highway (including traffic congestion) ;and  <b>(b) traffic safety measures and measures including lights, guards, fencing and warning signs</b> in order to protect the Works and/or for the safety and convenience of the public</p>	<p>No later than 2 weeks before the Works are expected to commence</p>	
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9.4

<p><b>Safety Audit Stage 2 Report</b></p>	<p>No later than <b>3 months before any tender is invited for the execution of the Works</b></p>	
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9.5

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

9.6

Details of the <b>bondsman</b> proposed to be given pursuant to Condition 12, together with any bills of quantities or tenders which the Developer wishes the Council to take into account under that Condition.	No later than <b>1 month before the Works are expected to commence.</b>	
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9.7

Details of the <b>insurances</b> required by Condition 14.	No later than <b>1 month before the Works are expected to commence.</b>	
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9.8

<p>Part 1  <b>Noise survey and assessment and modelling</b> sufficient to establish whether any properties will be eligible for noise insulation according to regulation 3 or regulation 4 (as applied by the Council) of the Noise Insulation Regulations 1975 applying the requirements of the Design Manual of Roads and Bridges Volume 11 – Environmental Assessment and the Calculation of Road Traffic Noise 1988 to be undertaken by a noise expert approved by the Council.</p>	<p>No later than <b>1 month before the Works are expected to commence or earlier than 3 months before the Works are expected to commence.</b></p>	<p>Precise timing of survey to be agreed with the Council.          Location of the survey/testing to be advised to the Council and if applicable adjusted to ensure regulatory compliance.</p>
<p>Part 2          If the assessment concludes that there will be any property eligible for noise insulation to submit to the Council:</p> <ul style="list-style-type: none"> <li>(a) a map and list of all eligible properties. <sup>1</sup></li> <li>(b) a list of all occupiers and landlords</li> <li>(c) a survey and assessment for each eligible property of the work to be carried out to comply with requirements of the Noise Insulation Regulations 1975 and the specification for that work</li> </ul>	<p>As above</p>	

9.9

<p><b>Condition survey</b> (comprising photographs) of land and highway adjoining and neighbouring the site of the Works together with such further areas as the Council may require.</p>	<p>No later than <b>1 month before the Works are expected to commence.</b></p>	
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9.10

<p>Notification of the <b>identity of the contractor</b> who has submitted a successful tender.</p>	<p>No later than <b>2 weeks after the acceptance of any tender</b> for the</p>	
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<sup>1</sup> Dwellings and other buildings used for residential purposes which will be not more than 300 metres from the edge of the carriageway of the highway after completion of the work.

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

## 10 UNDERTAKERS' APPARATUS

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

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

## 11 AUTHORISATIONS

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

11.1.1 planning permission for the Works;

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

11.1.3 authority or agreement for stopping up (including relocating) any private access to any existing highways which is necessary in the opinion of the Council to enable the Works to proceed and / or be implemented and function<sup>3</sup> ;

11.1.4 street works licence further to the New Roads and Street Works Act 1991;

11.1.5 authorisation for any traffic regulation measures including prohibitions, restrictions and controls where necessary in

<sup>2</sup> Examples may also include noise consent from district council

<sup>3</sup> This relates to for example Section 127HA.

the Council's opinion to enable the Works to proceed and/or to be implemented and function<sup>4</sup>; and

- 11.1.6 any rights and easements which in the Council's opinion are necessary to ensure the permanent and satisfactory drainage or lighting of the Works such rights and easements to be in a form previously approved by the Council.
- 11.2 The Developer shall be responsible for ensuring that all Authorisations are secured in timely manner at its own cost.
- 11.3 Save in so far as any consent is expressly granted under the Agreement nothing in the Agreement shall prejudice or affect in any way the exercise by the Council of its powers and duties relating to any application for an Authorisation including the consideration and processing of an application, the carrying out of any procedural requirements (pursuant to any enactment or Council policies or protocols) and the determination as to whether or not the Authorisation should be made, granted or confirmed.
- 11.4 Any costs incurred by the Council relating to any application for an Authorisation - and any related matters shall be discharged by the Developer.
- 11.5 Where the procedures for securing any Authorisation entail consultation and in consequence of such consultation the Council determines that the Works / the Scheme of Works shall be varied and / or augmented then any reference to the Works and / or the Scheme of Works shall be construed as a reference to the Works and / or the Scheme of Works as so varied and / or augmented.
- 11.6 Forthwith on securing any Authorisation the Developer shall supply evidence of this to the Council to the Council's reasonable satisfaction.

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



## 12 BOND

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

12.2 The amount of the Bond shall be

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

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

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

## 13 MONITORING AND OTHER COSTS

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

Note: The provisions of Condition 27.2 also apply

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

## 14 INSURANCE

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

## **15 CONTRACTORS**

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

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

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

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

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

## **16 PRECONDITIONS TO LETTING CONTRACT**

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

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

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

## **IMPLEMENTATION OF THE WORKS**

### **17 COMMENCEMENT OF WORKS**

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

### **18 NO WORK PENDING APPROVALS ETC**

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

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

18.2 The Developer must have readily available at the site of the Works a copy of the insurances and approved Scheme of Works and shall retain them at the site for the duration of the Works and produce them to any representative of the Council on request.

## 19 GENERAL CONDUCT

19.1 The Developer shall execute and complete the Works in compliance with the approved Scheme of Works, in a sound and workmanlike manner with proper materials and in accordance with good engineering practice and in compliance with all statutory requirements and the provisions of the Agreement including these Conditions.

19.2 Without prejudice to the generality of Condition 6.2 and Condition 19.1 the Developer shall provide the Council with such assistance, information and documentation as the Council shall require to comply with any obligations under the Noise Insulation Regulations 1975 including assistance in responding to any claims made under Regulation 13 of those Regulations.

**20 MONITORING OF SITE AND MATERIALS**

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

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

**21 ERRORS AND DEFECTS**

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

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

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

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

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

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

**22 SUSPENSION OF WORK**

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

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

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

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

## **23 VARIATIONS AND ADDITIONS**

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

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

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

## **24 PREVENTION OF NOISE, DISTURBANCE ETC**

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

**25 PROTECTION OF HIGHWAY**

25.1 Insofar as the Works affect in any respect the existing highway such part shall be executed with the minimum of disturbance to that highway and traffic using that highway consistent with the work in hand.

25.2 In the event of it appearing to the Council at any time that such disturbance has occurred or is likely to occur to such extent as to prejudice the structure of the highway or the safety of users the Developer shall forthwith take such remedial steps as the Council may require.

25.3 Prior to the commencement of the Works the Developer will provide suitable vehicle and wheel cleaning apparatus and ensure that such apparatus is maintained in good and useable condition and used by all vehicles immediately before leaving the site of the Works to prevent mud or other materials being deposited on the adjoining existing highway.

25.4 In the event of Developer receiving any complaint it will promptly notify the Council.

**26 SAFEGUARDING OF COMPLETED WORK**

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

**COMPLETION AND CONSEQUENTIAL MATTERS**

**27 COMPLETION OF WORKS**

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

27.2 Without prejudice to any right or remedy of the Council, the Council may at any time by notice to the Owner permit an extension of time as the Council shall in its discretion determine and the Developer shall pay within 14 days of demand such additional monitoring fees (in addition to that provided for in Condition 13 ) as is necessary to reimburse to the Council the additional cost incurred in monitoring the Works by reason of the grant of such extension of time

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

28.1 On substantial completion of the Works the Developer shall clear away and remove from the site of the Works all plant, surplus material, rubbish and temporary works and items of every kind, and shall leave the whole of the site of the Works clean and in a workmanlike condition to the satisfaction of the Council.

28.2 On substantial completion of the Works (and clearance of the site of the Works) the Developer shall lodge a stage 3 Safety Audit report together with the 'Designer's response' with the Council and the Developer shall execute and complete all works as advised by the Council arising from the Safety Audit recommendations.

**29. HEALTH AND SAFETY**

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

**30. COMPLETION CERTIFICATE**

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

**31. DEDICATION AS HIGHWAY**

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

### **32. EASEMENTS**

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

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

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

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

### **33. NOISE INSULATION**

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

### **34. REMEDYING OF DEFECTS AND OUTSTANDING WORKS**

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

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

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

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

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



month of receipt of such notification (except in the event of delay arising from some cause not within the Developer's control when the Developer shall be entitled to a reasonable extension of time).

**35. STAGE 4 ROAD SAFETY AUDIT**

35.1 The Council may require the Developer to carry out a Safety Audit Stage 4 at any time within 36 months from the opening of the Works and to lodge the report with the Council together with the "Designer's response" within 2 months and the Council shall notify the Developer of all works required to be undertaken arising from the Safety Audit recommendations

35.2 In the event that notification of works is given by the Council further to Condition 35.1 prior to the full release of the Bond the Developer shall execute and complete all the works as advised by the Council. The Developer will agree with the Council the time that he will be carrying out such works and unless otherwise agreed shall secure their completion within 1 month of receipt of such notification (except in the event of delay arising for some cause not within the Developers control, when the Developer shall be entitled to a reasonable extension of time).

35.3 In the event that notification of works is given by the Council further to Condition 35.1 subsequent to the full release of the Bond the Developer shall pay to the Council within 28 days of written request from the Council the costs incurred or to be incurred by the Council in carrying out such works.

**36. RELEASE OF BOND**

36.1 Upon the issue of the Certificate of Completion the Bond shall be deemed to be released by eighty per cent (80%) of its original value;

36.2 The Bond shall be deemed to be fully discharged at the latest of the following:

36.2.1 the date two years after the date on which the Council issue the Certificate of Completion; and

36.2.2 the date on which all defects and outstanding works have been made good and completed as referred to in Condition 34; and

36.2.3 the date on which all works have been completed as referred to in Condition 35.2

36.2.4 the Council have recovered their full expenses in all cases where Condition 5 applies (Council may act in default or emergency);

36.2.5 the date on which the Council have received the transfers or grants further to Condition 32;

36.3 Conditions 36.1 and 36.2 are without prejudice to the Council's absolute discretion from time to time upon application of the

Developer to release the Bond to an extent commensurate with the proportion of the Works that have been executed and completed at such time.

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

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



Authorised Signatory:



08/2020

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



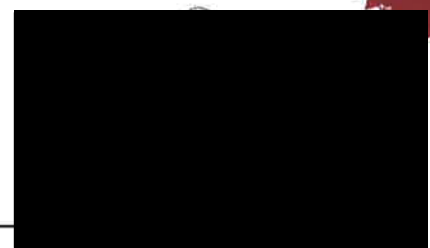
County Solicitor / Designated Officer:



EXECUTED AS A DEED by  
ELGIN INVESTMENTS LLP

Acting by:-

Signature of Member: \_\_\_\_\_



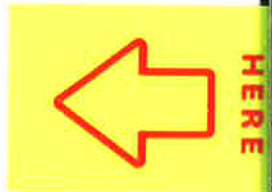
8/20

In the presence of:

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS): DIANA ZABURSKAYA

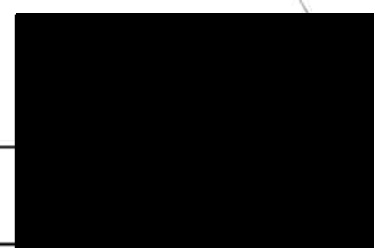
Address: 1 LETCHWORTH MANSIONS, LONDON, UK



EXECUTED AS A DEED by  
HEYFORD PARK ESTATE LIMITED

Acting by a director

Signature of Director: \_\_\_\_\_



In the presence of:

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS): DIANA ZABURSKAYA

Address: 1 LETCHWORTH MANSIONS, LONDON, UK

