

DATED 8 November 2022

THE OXFORDSHIRE COUNTY COUNCIL

- and -

ELGIN INVESTMENTS LLP

-and-

HEYFORD PARK ESTATE LIMITED

-and-

UPPER HEYFORD GP LIMITED and UPPER HEYFORD
NOMINEE LIMITED

Agreement relating to highway works at Camp Road, Heyford Park,
Upper Heyford, Bicester, Oxfordshire to be undertaken by Developer

DLM/54690

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



THIS DEED is made on the *Eighth* day of *November*

Two Thousand and Twenty Two

BETWEEN:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")
- (2) **ELGIN INVESTMENTS LLP** (company registration number OC396232) formerly known as Heyford Investments LLP ("the First Owner")
- (3) **HEYFORD PARK ESTATE LIMITED** (company registration number 07973218) ("the Second Owner")
- (4) **UPPER HEYFORD GP LIMITED** (Jersey Co Reg No 103760) and **UPPER HEYFORD NOMINEE LIMITED** (Jersey Co Reg No 103759) ("the Adjoining Owner")

1. **Interpretation**

In this Deed:-

- 1.1 "the 1980 Act" means the Highways Act 1980
- 1.2 "the 1990 Act" means the Town and Country Planning Act 1990
- 1.3 "the Adjoining Owner" means the said Upper Heyford GP Limited whose registered office is at 22-24 Seale Street, St. Helier, JE2 3QG, Jersey and the said Upper Heyford Nominee Limited whose registered office is also at 22-24 Seale Street, St. Helier, JE2 3QG, Jersey and their successors in title and assigns
- 1.4 "As-Built Drawings" means detailed plans and drawings showing the Works in the form in which they have actually

been executed and completed required under Condition 29 of the Standard Conditions

- 1.5 "Certificate of Completion" means a certificate issued under Condition 30 of the Standard Conditions
- 1.6 "the Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority or planning authority and any duly appointed employee or agent of the Council or such successor
- 1.7 "the Dedication Plan" means the drawings numbered HEYF-5-1203 Rev G and HEYF-5-1204 Rev G by Woods Hardwick annexed to this Deed at Appendix 1 or such other plan(s) as the First Owner and/or the Adjoining Owner and the Council agree should be substituted for them or either of them
- 1.8 "the Development" means 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 further to the Planning Permission
- 1.9 "Dwelling" means a dwelling constructed or to be constructed pursuant to the Planning Permission

1.10 "the First Chargee" means Heritable Development Finance Limited (company registration number 08606584) whose registered office is Reliance House Sun Pier, Medway Street, Chatham, Kent, ME4 4ET

1.11 "the First Owner" means the said Elgin Investments LLP whose registered office is at Heyford Park House, Heyford Park, Bicester, Oxfordshire, OX25 5HD and its successors in title and assigns

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

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

1.14 "Index-Linked" means adjusted according to any increase occurring between June 2020 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 & 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 First Owner and the Council

1.15 "the Maintenance Costs" means the sum of £160,310.65 (one hundred and sixty thousand three hundred and ten pounds and sixty five pence) Index-Linked to cover the cost of future maintenance of the Works

1.16 "Occupation" means the first occupation of a Dwelling for residential purposes and "Occupy" and "Occupied" shall be construed accordingly

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

1.18 "the Planning Permission" means planning permission reference number 16/02446/F for the Development on the Site and planning permission reference number 19/01020/F dated 8th October 2019 for the road improvement works

1.19 "the Second Chargee" means Lloyds Bank (company registration number 2065) whose registered office is at 25 Greasham Street London EC2V 7HN

- 1.20 "the Second Owner" means the said Heyford Park Estate Limited whose registered office is at Heyford Park House, Heyford Park, Bicester, Oxfordshire, OX25 5HD and its successors in title and assigns
- 1.21 "the Site" means the land to the south of Camp Road and the east of Kirtlington Road, Heyford Park, Upper Heyford, Bicester, Oxfordshire shown edged in red on the Site Plan
- 1.22 "the Site Plan" means the plan drawing number D.0341-156 Rev B annexed to this Deed at Appendix 3
- 1.23 "the Standard Conditions" means the Council's Standard Conditions for the Control of Highway Works in Conjunction with Development (2016 Edition) a copy of which is annexed to this Deed at Appendix 4
- 1.24 "the Third Chargee" means Mount Street Mortgage Servicing Limited (company registration number 03411668) whose registered office is 10 Queen Street Place London EC4R 1AG
- 1.25 "the Works" means the works specified in the Schedule
- 1.26 "the Works Plan" means the drawings numbered HEYF-5-1205 Rev J, HEYF-5-1206 Rev J and HEYF-5-1215 Rev E by Wood Hardwick annexed to this Deed at Appendix 2
- 1.27 Any reference to an enactment includes any amendments to or modifications of it and the version of it for the time being in force shall apply

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

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

1.30 Where the context so requires:-

1.30.1 the singular includes the plural and vice versa

1.30.2 the masculine includes the feminine and vice versa

1.30.3 persons includes bodies corporate associations and partnerships and vice versa

1.31 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

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

1.33 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

2.1 The First Owner is the owner of the freehold of the majority of the Site registered with absolute title under title numbers ON315991 and ON315990 and which is subject to a legal

charge dated 26th November 2021 in favour of the First Chargee to be registered against title number ON315991 but otherwise free from incumbrances as the First Owner hereby warrants

2.2 The Second Owner is the owner of the freehold of part of the Site registered with absolute title under title number ON307194 free from incumbrances as the Second Owner hereby warrants

2.3 The Adjoining Owner is the owner of the freehold land on the north side of Camp Road that is to be dedicated according to the terms of this Deed registered with absolute title under title number ON288089 and subject to a legal charge dated 19 March 2013 in favour of the Second Chargee and a legal charge dated 11 March 2016 in favour of the Third Chargee but otherwise free from incumbrances as the Adjoining Owner hereby warrants

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

2.5 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

2.6 The First Owner and the Second Owner have agreed by virtue of an agreement pursuant to Section 106 of the 1990 Act dated 6 April 2020 and made between Cherwell District

Council (1) the Council (2) the First Owner (3) and the Second Owner (4) that no more than 50 Dwellings shall be Occupied prior to the completion of the Works in accordance with this Deed

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

2.8 It has been agreed between the First Owner and the Council that in lieu of the First Owner paying the cost of the Off-Site Works the Off-Site Works should be executed by the First Owner in conjunction with the carrying out of the Development

2.9 The First Chargee, the Second Chargee and the Third Chargee have each agreed to release their legal charges from the land which is to be dedicated as highway (shown in pink on the Dedication Plan) further to the provisions of this Deed and such releases shall be contemporaneous with the completion of this Deed

2.10 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 First Owner and the Second Owner in respect of the Site and enforceable by the Council

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

3. **Covenants – First Owner**

The First Owner covenants:-

- 3.1 not to cause or permit the Occupation of more than 50 Dwellings before the Works have been completed
- 3.2 to execute the Works entirely at its own expense and to the satisfaction of the Council
- 3.3 in executing the Works to observe and perform all the obligations which fall on “the Developer” under the Standard Conditions and
- 3.4 to complete the Works not later than 31 October 2023 and in any event within 6 months 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 the 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

4. **Covenants – Second Owner**

The Second Owner covenants not to cause or permit the Occupation of more than 50 Dwellings before the Works have been completed

5. **Adoption as Highway**

5.1 The First Owner, the Second Owner, the Adjoining Owner and the Council agree that on the issue of a Certificate of Completion for the Works the whole of the land shown coloured pink on the Dedication Plan (subject to modification as provided in clause 5.2) 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

5.2 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 First Owner and/or the Second Owner and/or the Adjoining Owner as

applicable and the dedication as provided in clause 5.1 shall have effect in respect of the modified area

5.3 The First Owner consents to the noting of the provisions of clause 5 of this Deed on the register under title number ON315991 the Second Owner consents to the noting of the provisions of clause 5 of this Deed on the register under title number ON307194 and the Adjoining Owner consents to the noting of the provisions of clause 5 of this Deed on the register under title number ON288089

6. **Act Reasonably**

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

7. **Costs**

7.1 The First 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

7.2 The First 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 Neither the First Owner nor the Second Owner nor the Adjoining Owner will claim any compensation in respect of the provisions 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 388.21) 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 the First Owner the Second Owner or the Adjoining Owner shall be sent to them at Heyford Park House, Heyford Park, Bicester, OX25 5HD or to such other person at such address as the relevant party 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 First Owner or the Second Owner 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 First 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 First 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 positions indicated in principle on the Works Plan of the following works ("**the Principal Works**"):

- (a) two new vehicular bell mouth accesses and four dropped kerb crossover accesses into the Site from Camp Road
- (b) new shared footway/cycleway on the north and south sides of Camp Road
- (c) raised zebra crossing on eastern end of Camp Road in phase 1B area
- (d) equestrian crossing on western end of Camp Road
- (e) resurfacing of Camp Road for the whole extent shown on the Works Plan
- (f) new highway swales on north and south sides of Camp Road
- (g) bus layby on north side of Camp Road
- (h) hard standing for bus stop and shelter on north side of Camp Road
- (i) a 2 bay bus shelter on north side of Camp Road with full end panels barrel roof and full length seating together with cabling, ducting and bracketry for real time information equipment including a power supply

- (j) Gate 7 entrance changes to accommodate bus turning area
- (k) new traffic calming measures including build out

(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

[Faint, illegible text from a document, likely bleed-through from the reverse side. The text is mostly illegible but appears to be a multi-paragraph document.]

**APPENDIX 1
DEDICATION 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.
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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, the Contractor shall identify any risks and information.

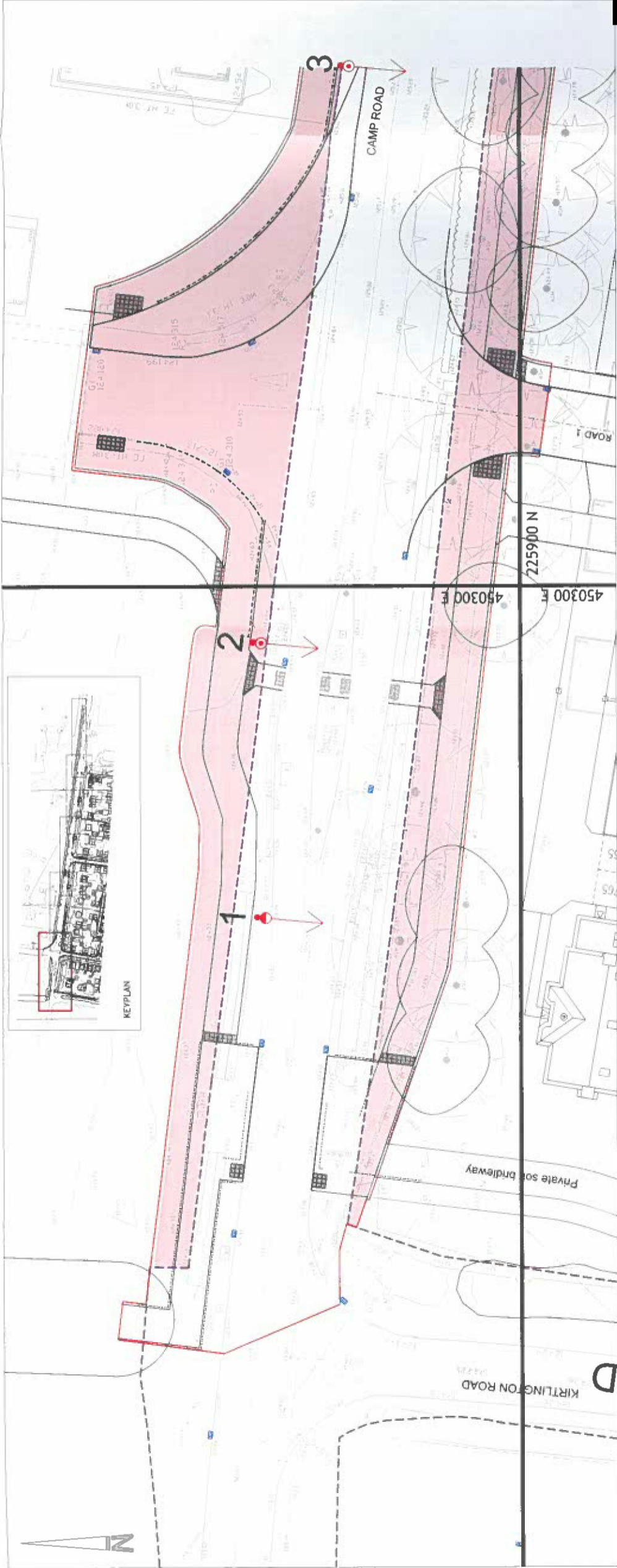
Construction:

- Live services below ground
- Retention of pedestrian
- Works in vicinity of exits
- Location of survey control
- Slope stability of deep excavations
- Works to live sewers
- Possible presence of buried live explosives.

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

- Existing highway boundary
- Land to be dedicated as highway
- Proposed gully location
- S278 Works Boundary
- ACO Drain



REV	DESCRIPTION	CHK	CHK DATE
1	PRELIMINARY	DSH	05.11.20
2	CONSTRUCTION	DSH	05.16.20
3	AS BUILT	BA	01.09.20
4	AS BUILT	AT	20.07.19
5	AS BUILT	DSH	22.05.19

SCALE	DATE	DATE	DATE
1:200 @ A1	MARCH 2019		

DRAWN	CHK	AT
DSH	DSH	AT

WOODS BARRICK
Architects | Engineering | Planning | Surveying

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NOTES

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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.

Construction:

- Live services below and above ground.
- Retention of pedestrian route.
- Works in vicinity of existing structures.
- Location of survey control points.
- Slope stability of adjacent land.
- Works to live sewer.
- Possible presence of buried services.

For information relating to 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

- Existing highway boundary
- Land to be dedicated as highway
- Parcel B1 adoptable S38 road

ED 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.

NO	DESCRIPTION	DATE	BY	CHK	APP
G	LAND DEDICATION EXTENTS AMENDED	DSH	AT	19.04.21	
F	LAND DEDICATION EXTENTS AMENDED	DSH	AT	16.04.21	
E	LAND DEDICATION EXTENTS AMENDED	DSH	AT	14.04.21	
D	PROPOSED STREET LIGHT LOCATIONS SHOWN	DSH	AT	01.11.20	
C	BOUNDARY INDICATED FOR OCC TECH COMMENTS	SA	AT	05.10.20	
B	AMENDED TO SUIT BUS STOP ARRANGEMENT	DSH	AT	01.09.20	
A	ISSUED FOR CONSULTATION	DSH	AT	02.05.19	
	DATE	DRN	CHK	APP	DATE

SCALE	1:200 @ A1	DATE	MARCH 2019
DRAWN	DSH	CHK	AT
DRAWING NO.	HEYF-5-1204	REV	G
TITLE	CAMP ROAD UPPER HEYFORD		

DETAILS
PHASE 9 S278
LAND DEDICATION PLAN 2 OF 2

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**APPENDIX 2
WORKS 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.
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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.
- Adaptable works and materials to comply with the Highways England Specification for Highway Works.

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.

Construction:

- Live services below and above ground
- Retention of pedestrian routes.
- Works in vicinity of existing protected trees.
- Location of survey controls within live highway.
- Slope stability of deep excavations.
- Works to live sewers.
- Possible presence of asbestos.

For information refer to the health and safety file. It is assumed that the Contractor, where necessary, will be responsible for the following works:

- Bus Over-run herb
- Bollard
- Bituminous carriageway
- Blockpaved carriageway
- Bituminous shared footway / cycleway (unsegregated)
- No-dig construction bituminous shared footway / cycleway (unsegregated)
- Vehicular cross over
- Verge
- High PSV (+68) Surfacing

REV	DESCRIPTION	DRN	CHK	DATE
1	SURFACE COURSE OVERLAY EXTENT SHOWN	DRH	AT	04.11.20
2				
3				
4				
5				
6				
7				

DATE: MARCH 2019
 SCALE: 1:200 @ A1
 CHECKED BY: AT
 REVISIONS: J

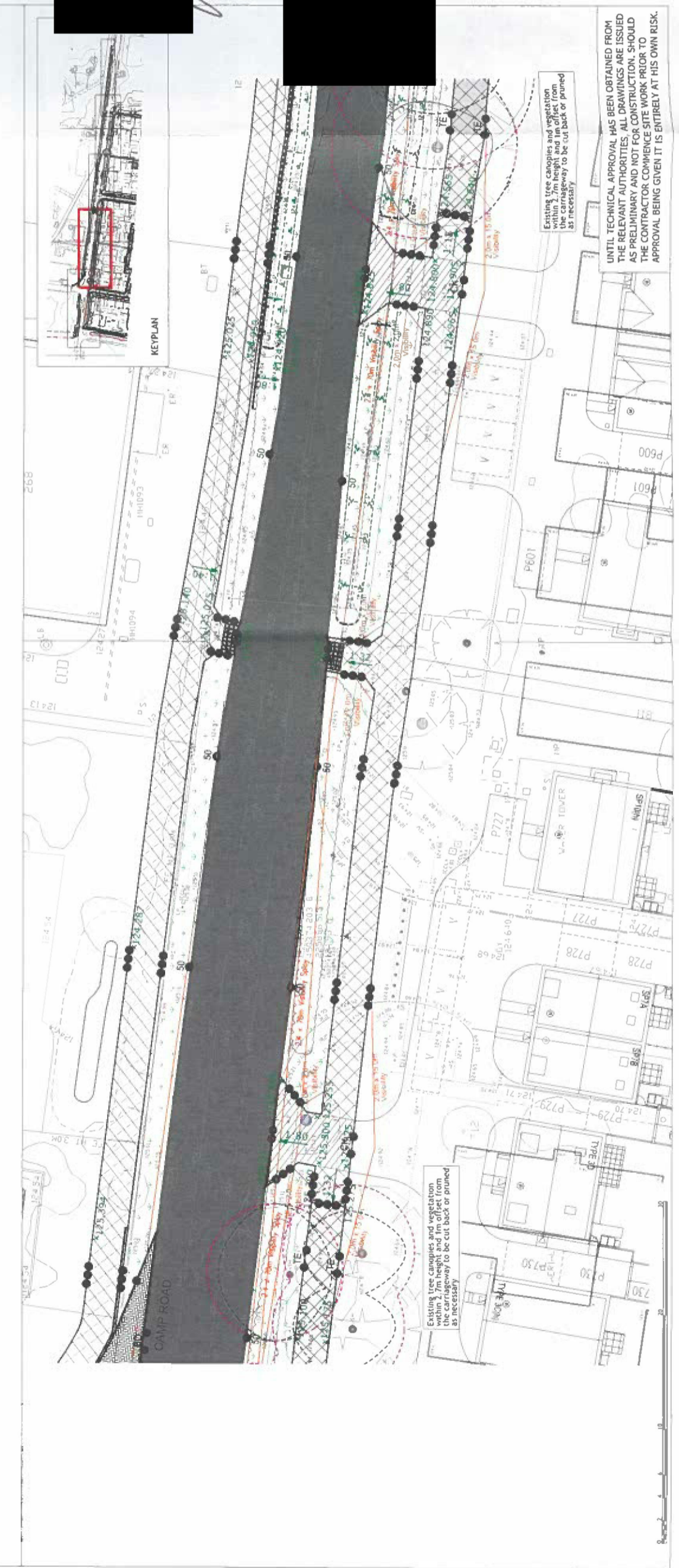
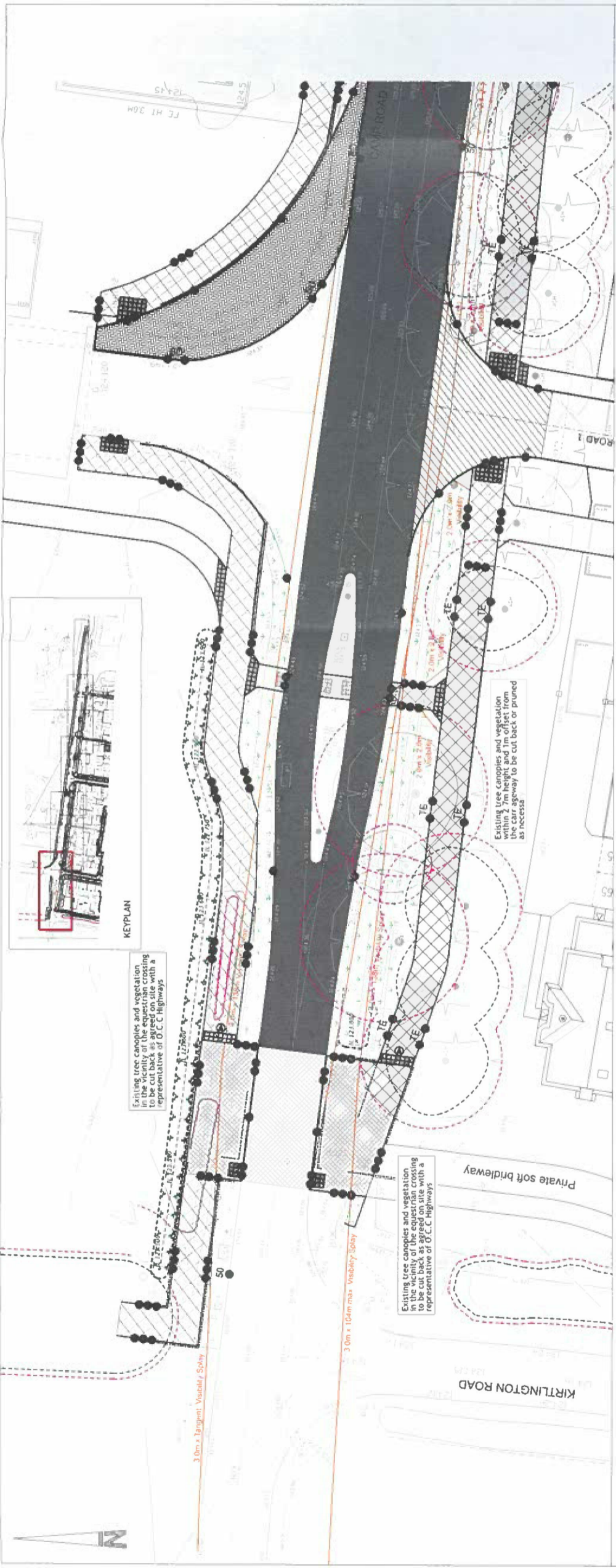
**PHASE 9 5278
 SURFACE FINISHES SHEET 1 OF 2**

Woods Hardwick
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NOTES

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- Until technical approval has been obtained from the relevant authorities, all drawings are preliminary and not for construction. Should the contractor require any amendments, they should seek approval from the Engineer before proceeding.
- Adoptable works (England) Specification (2008) should be followed.

SAFETY, HEALTH AND ENVIRONMENT

In addition to the hazards of working on a road, the risks of work detailed on this drawing are:

- 1. Live services below and above ground.
- 2. Retention of pedestrian routes.
- 3. Works in vicinity of existing protected trees.
- 4. Location of survey controls within live highway.
- 5. Slope stability of deep excavations.
- 6. Works to live sewers.
- 7. Possible presence of buried live explosives.

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**
- 50 Half battered kerb 125 x 255mm (HR2) 120mm or 50mm upstand dependent on overlay
 - Bullnose kerb 125 x 150mm (BN) 25mm upstand at vehicular crossings, 6mm at pedestrian crossings & 0mm at bus over-run strip
 - Edging kerb 150 x 50mm (EF) 6mm upstand
 - Channel kerb 150mm x 150mm
 - Timber footway edging for ho-dig construction
 - Bus lumpy over-run kerb 150 x 225mm
 - Bollard
 - Bituminous carriageway
 - Blackpaved carriageway
 - Bituminous paved footway / cycleway
 - Asphalt paved footway / cycleway
 - Grass verges
 - Grass verges with bituminous shared footway / cycleway (unsegregated)
 - Vehicular cross over
 - Verge

Arrangement to be used in accordance with HEYF-5-1208

REV	DESCRIPTION	DRN	CHK	DATE
1	PRELIMINARY			
2	CONSTRUCTION			

SCALE: 1:200 @ A1

DATE: MARCH 2019

CHK: AT

REV: J

TITLE
CAMP ROAD
UPPER HEYFORD

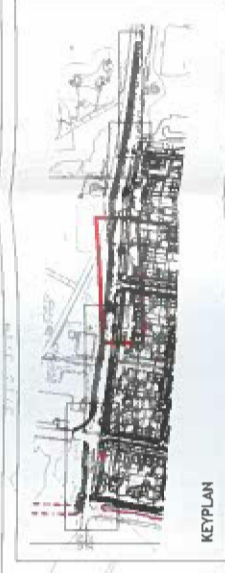
DETAILS
PHASE 9 S278
SURFACES FINISHES SHEET 2 OF 2

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Architecture | Engineering | Planning | Surveying

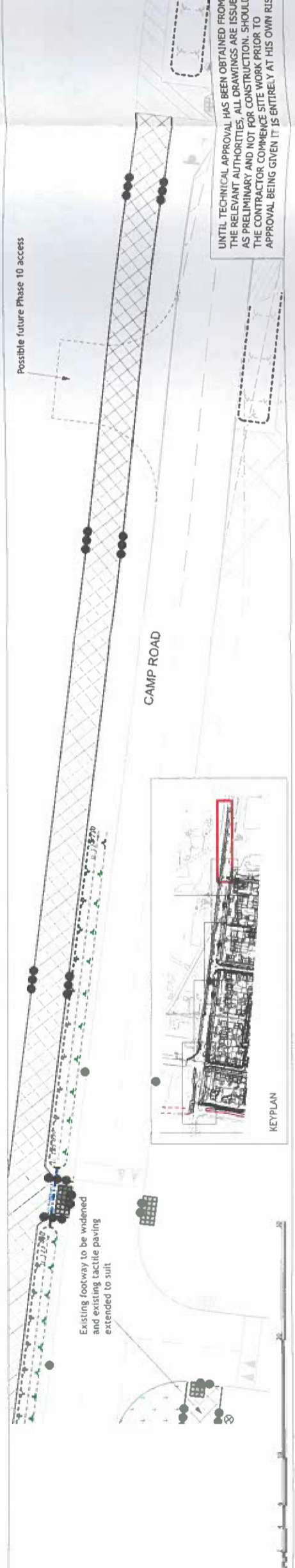
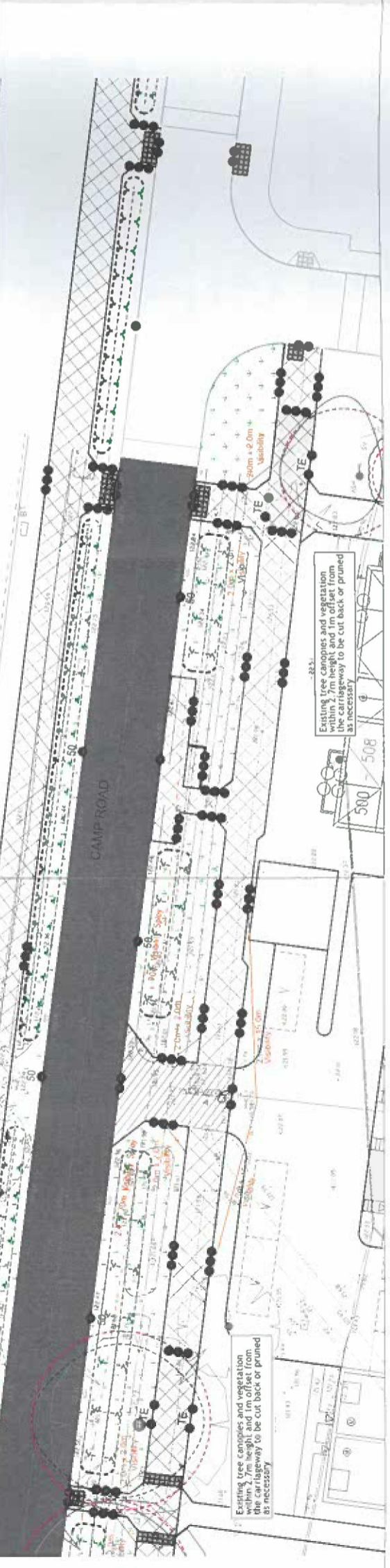
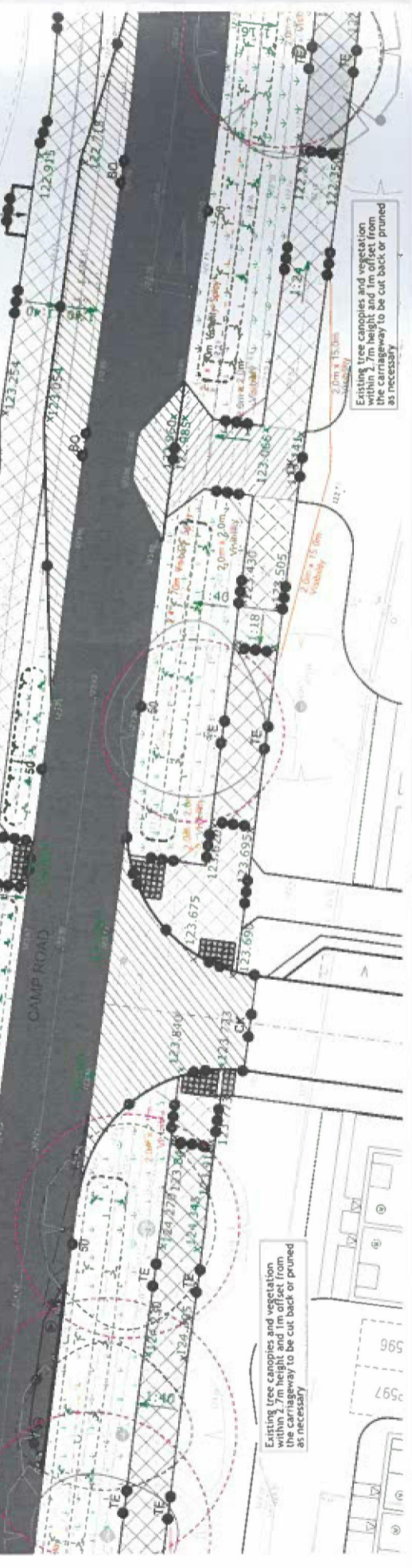
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PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS DRAWING



Two bay bus shelter (Externture Mono - colour black)



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.

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.
- Adoptable roads/works have been designed in accordance with Specification for Highway Works. Design Manual for Roads and Bridges, Manual For Streets and Oxfordshire County Council guidance documentation.

SAFETY, HEALTH

- In addition to the risks and information in the Construction: section:
- Live service
 - Retention of
 - Works in vic
 - Location of
 - Slope stabil
 - Works to live explosives.
 - Possible presence of buried live explosives.
- 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**
- Proposed zebra crossing works (white lining)
 - Proposed area of existing ramp section to be relocated
 - Proposed area of new ramp section (as per dwg 1208 spec, below)
 - Existing blockwork carriageway to be excavated to a depth of 110mm and replaced with Bituminous Carriageway as per dwg 1208 spec, extract below.
 - Existing blockwork carriageway ramp to be excavated to a depth of 110mm and replaced with Bituminous Carriageway as per dwg 1208 spec, extract below.
 - Bituminous shared footway / cycleway (unsegregated)
 - Proposed white lining markings to be refreshed
 - Proposed tactile paving (red colour)
 - Proposed Belisha Beacon location
 - Proposed Keelclamp railing location

REV	DESCRIPTION	DRN	CHD	DATE
07	12	20		
13	11	20		
05	11	20		
10	08	20		
18	08	20		
BA	AT			

AMENDED LOCATION AND NOTE FOR RAILINGS

PRELIMINARY INFORMATION TENDER

CAMP ROAD
UPPER HEYFORD

DATE: AUGUST 2020
CHK: AT
REV: E

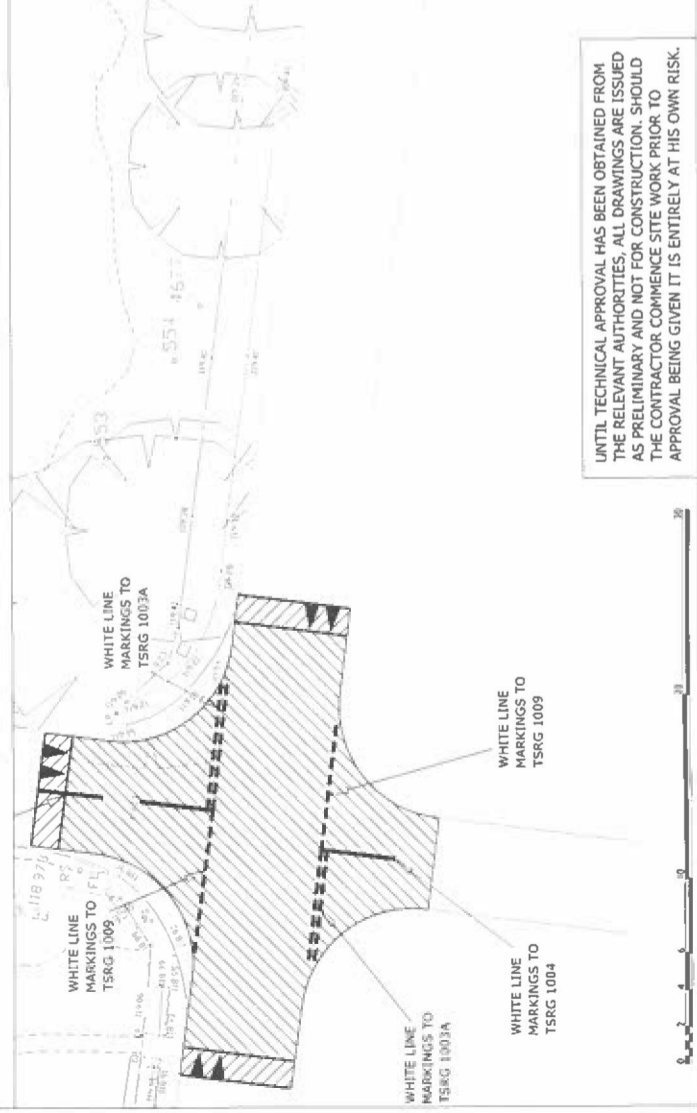
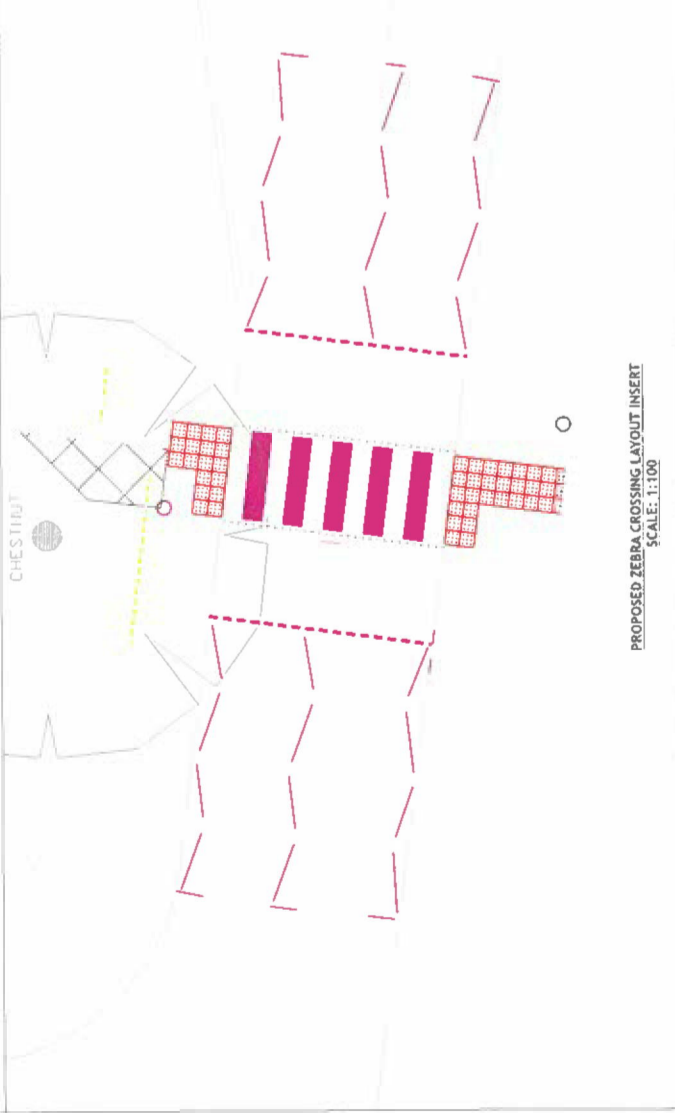
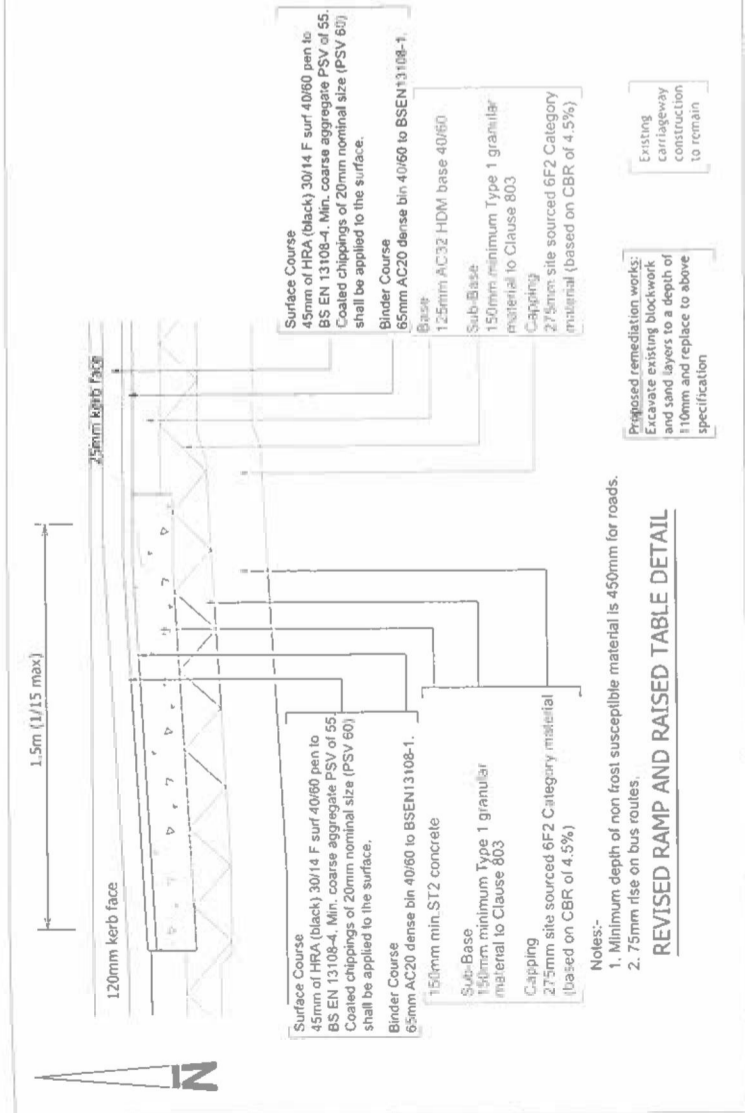
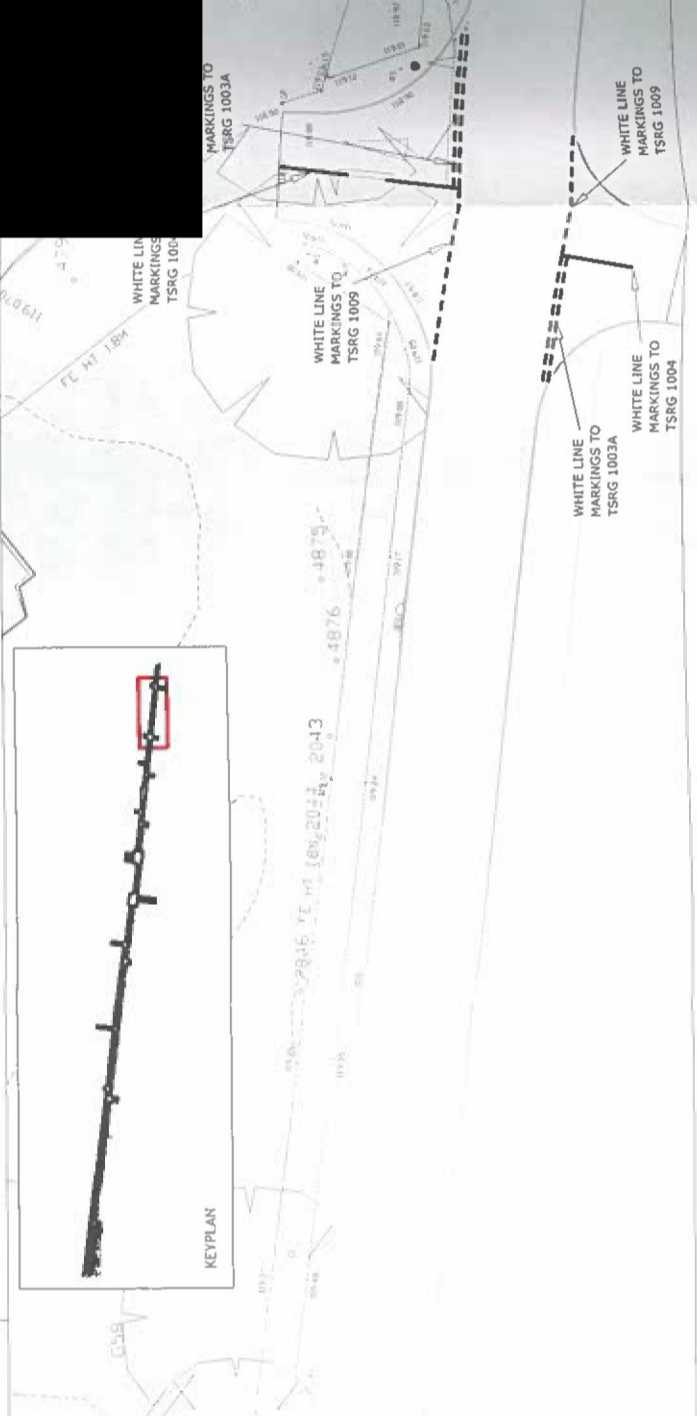
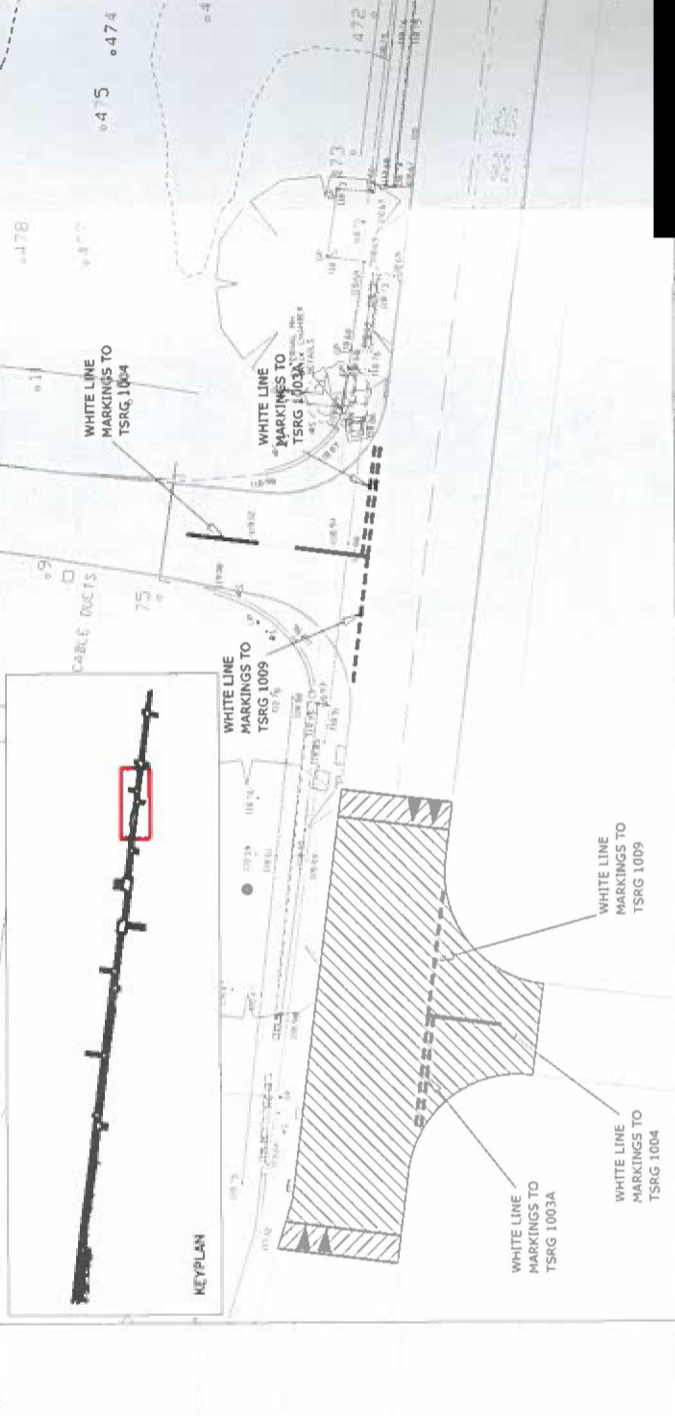
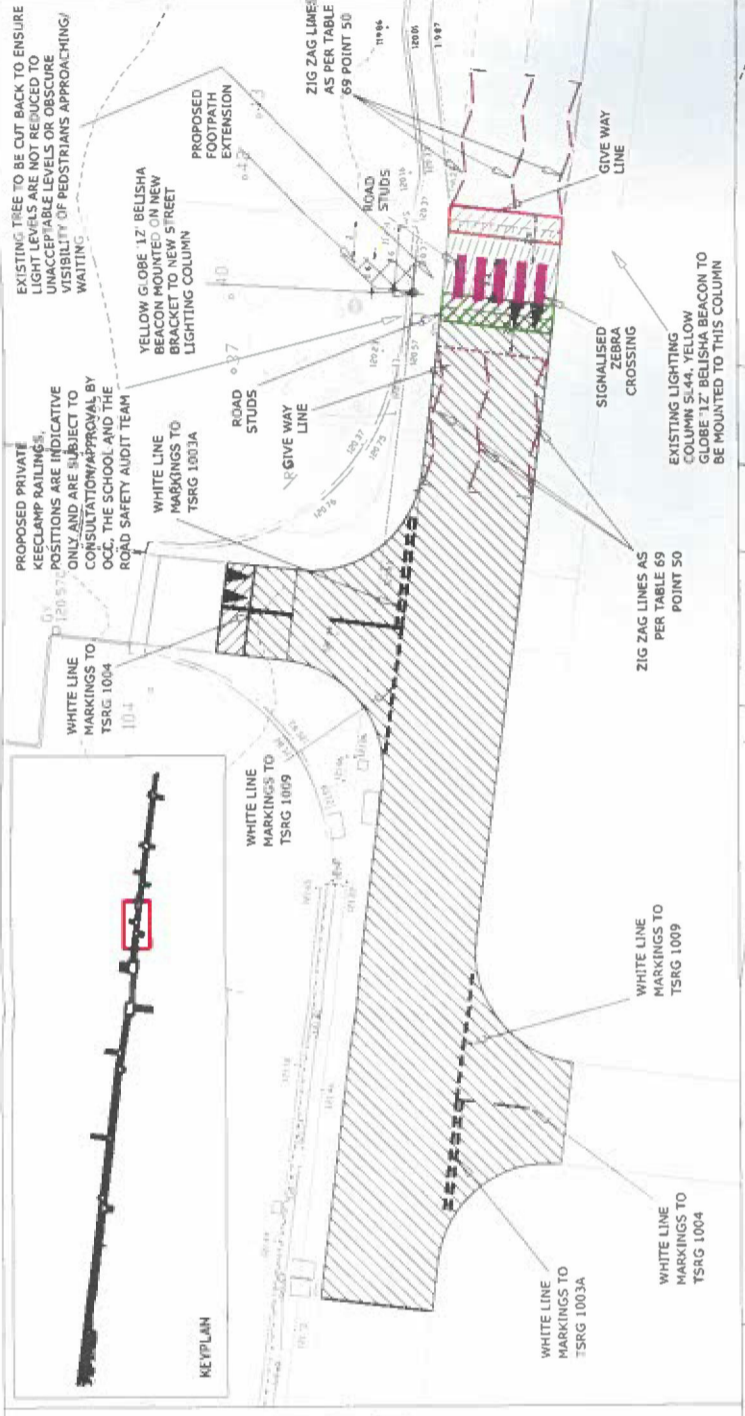
CAMP ROAD S278 REMEDIATION AND ADDITIONAL WORKS

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PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS DRAWING

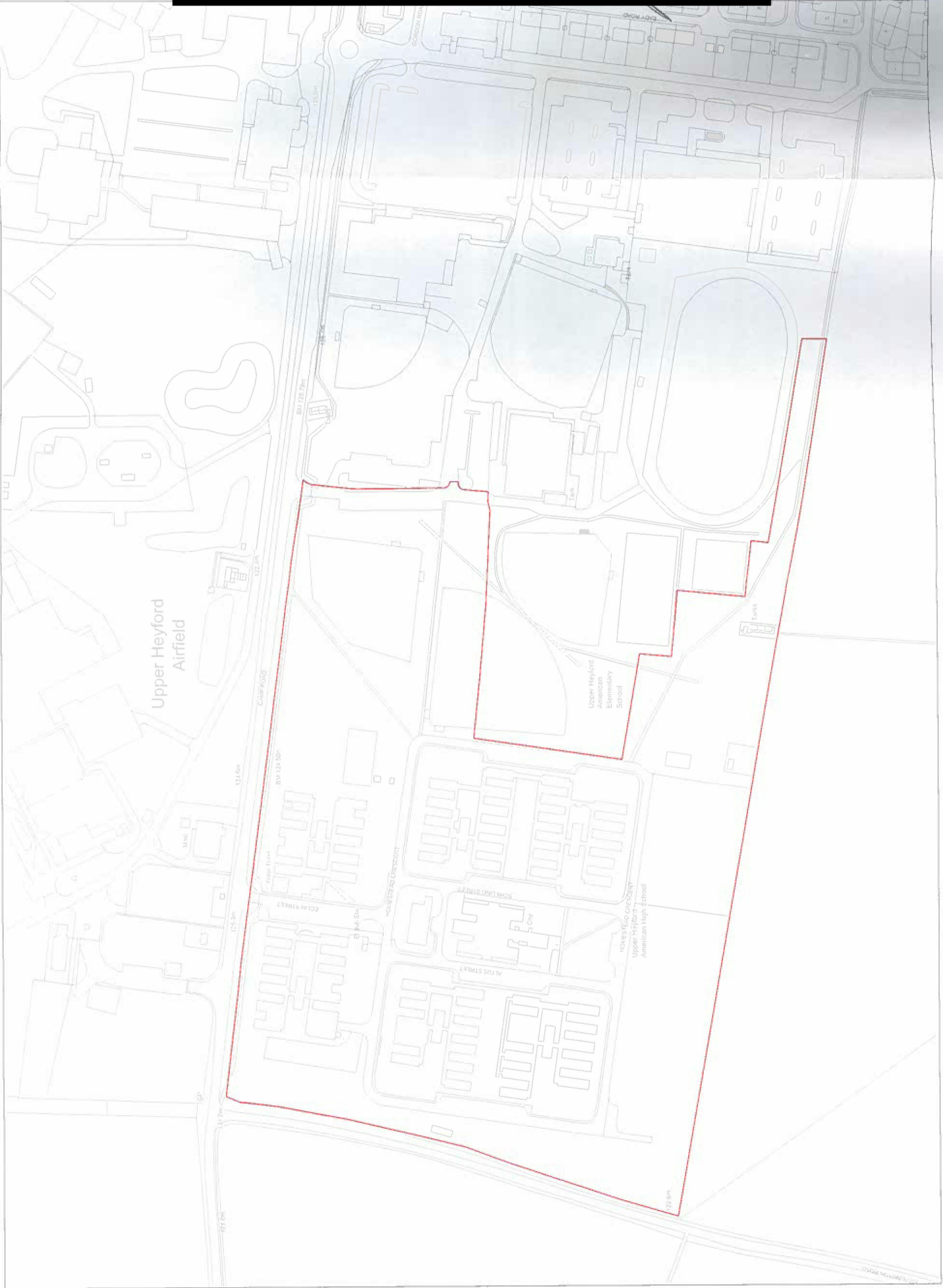


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**APPENDIX 3
SITE PLAN**



KEY
SITE LOCATION



HEYFORD PARK - PHASE 9 LOCATION PLAN

PLANNING | DESIGN | ENVIRONMENT | ECONOMICS | WWW.PEGASUSGROUP.CO.UK | TEAM/DRAWN BY CLB | APPROVED BY P.M. PB | DATE: 20/03/19 | SCALE: 1:1250 @ A1 | DRWG: D.0341_156 SHEET NO: _ REV: B | CLIENT: DORCHESTER GROUP |



APPENDIX 4
STANDARD CONDITIONS

OXFORDSHIRE COUNTY COUNCIL

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

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General

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6. Indemnity
7. Health and Safety
8. Payments

Preliminaries

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10. Undertakers' Apparatus
11. Authorisations
12. Bond
13. Monitoring and Other Costs
14. Insurance
15. Approval of Contractors
16. Pre-Conditions to Letting Works Contract

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33. Noise Insulation
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35. Stage 4 Road Safety Audit
36. Release of Bond

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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 GG 119 - Road safety audit.
- 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

Information	Timetable	Notes
Detailed plans (which shall include a layout plan to a scale of 1:1250 or 1:2500 according to whichever is the Ordnance Survey base scale for the area), drawings and specifications of the Works (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 3 months before any tender is invited 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>A detailed programme 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 2 weeks after the acceptance of any tender 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>(a) Measures for the control of vehicles and plant to be used in the course of execution of the Works (including vehicles engaged on the transport of materials 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) traffic safety measures and measures including lights, guards, fencing and warning signs 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>Safety Audit Stage 2 Report</p>	<p>No later than 3 months before any tender is invited for the execution of the Works</p>	
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9.5

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

Other Matters

9.6

<p>Details of the bondsman 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.</p>	<p>No later than 1 month before the Works are expected to commence.</p>	
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9.7

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

9.8

<p>Part 1 Noise survey and assessment and modelling 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>Part 2 If the assessment concludes that there will be any property eligible for noise insulation to submit to the Council:</p> <p>(a) a map and list of all eligible properties. ¹</p> <p>(b) a list of all occupiers and landlords</p> <p>(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</p>	<p>No later than 1 month before the Works are expected to commence or earlier than 3 months before the Works are expected to commence.</p> <p>As above</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>
---	---	---

¹ 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.

9.9

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

9.10

Notification of the identity of the contractor who has submitted a successful tender.	No later than 2 weeks after the acceptance of any tender for the execution of the Works.	
--	---	--

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)²:-

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;

² Examples may also include noise consent from district council

- 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 function³ ;
 - 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 the Council's opinion to enable the Works to proceed and/or to be implemented and function⁴; 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.

³ This relates to for example Section 127HA.

⁴ 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 10% of the amount of the Bond, subject to a minimum payment of £2,250

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.

EXECUTED AS A DEED by)
ELGIN INVESTMENTS LLP)
acting by two Members)
Member



Member



EXECUTED AS A DEED by)
HEYFORD PARK ESTATE LIMITED)
acting by a Director)
in the presence of :-)

Signature of Witness
Name of Witness
Address
Occupation of Witness



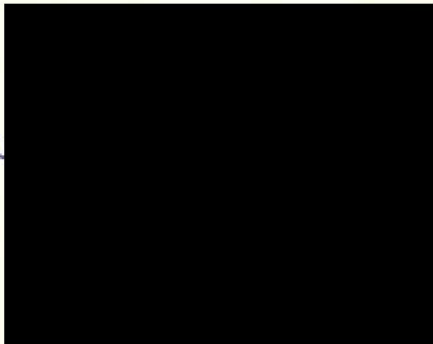
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SIMON PRT
WILLOW VIEW, CUNNINGHAM ROAD
BISHOP RIDGE, HIGH WYCOMBE
HP14 4AL
.....
DEVELOPMENT MANAGER

EXECUTED AS A DEED on behalf of)
UPPER HEYFORD GP LIMITED)
a company incorporated in Jersey)
acting by [])



Being a person who in accordance with the laws
of that territory is acting under authority of the Company

EXECUTED AS A DEED on behalf of)
UPPER HEYFORD NOMINEE LIMITED)
a company incorporated in Jersey)
acting by [])



Being a person who in accordance with the laws
of that territory is acting under authority of the Company



THE COMMON SEAL of THE)

OXFORDSHIRE COUNTY COUNCIL)

was affixed to this Deed)

in the presence of:-



1144/22

Director of Law and
Governance/
Designated Officer