

DATED 30th September.....2022

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

HEYFORD PARK ESTATE LIMITED

-and-

HEYFORD COMMERCIAL DEVELOPMENT LIMITED

-and-

HEYFORD COMMERCIAL LIMITED

-and-

UPPER HEYFORD GP LIMITED and UPPER HEYFORD NOMINEE LIMITED

-and-

NEW COLLEGE OXFORD

-and-

HUGH JONES

-and-

LLOYDS BANK PLC

-and-

MOUNT STREET MORTGAGE SERVICING LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT

**under Section 106 of the Town and Country Planning Act 1990
relating to land at Larsen Road, Upper Heyford, Oxon**

*Shahin Ismail
Assistant Director of Law, Governance and
Democratic Services and Interim Monitoring Officer
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Cherwell

**DISTRICT COUNCIL
NORTH OXFORDSHIRE**

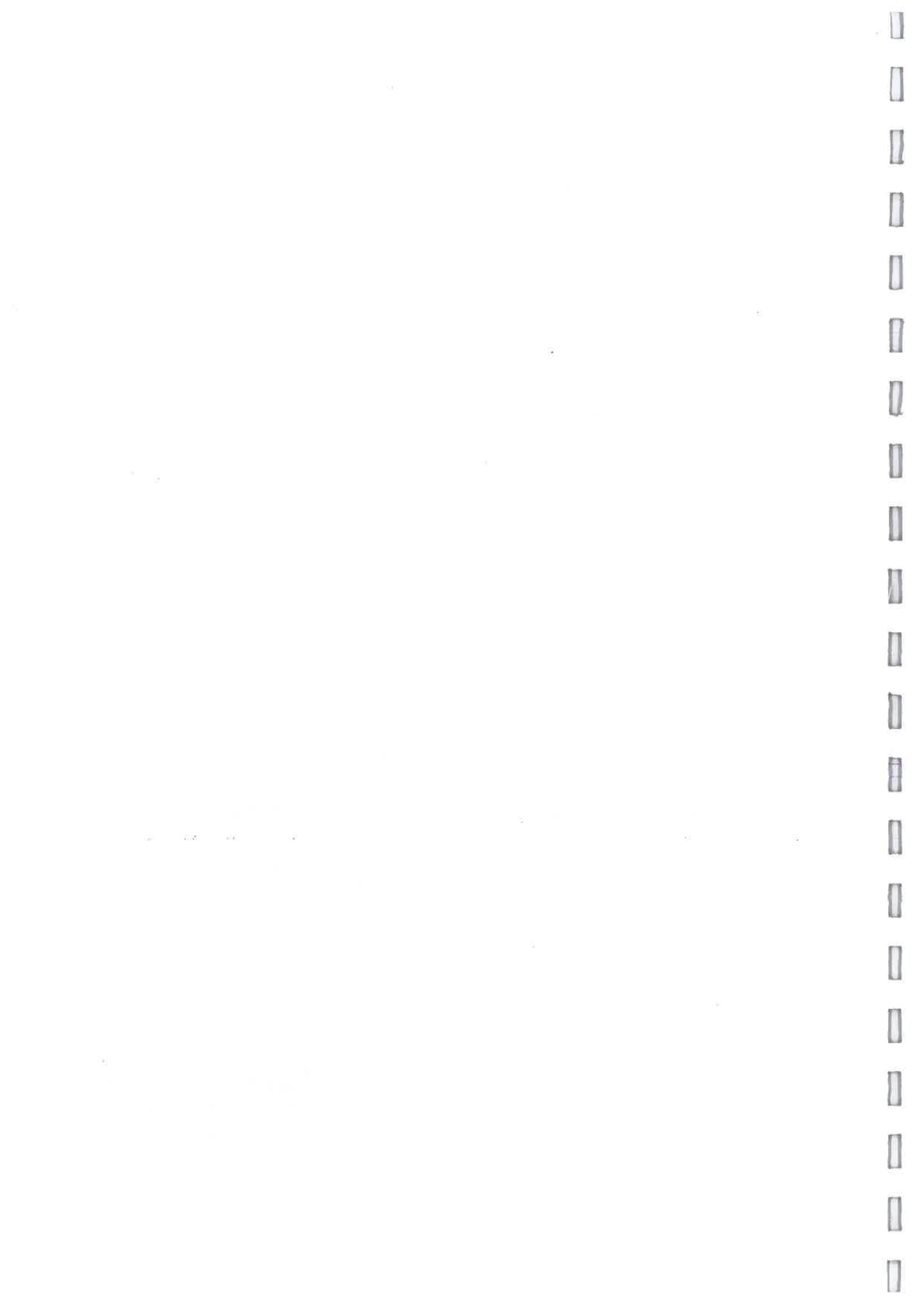


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Parameter Plan – DWRG P16-0631_08 Rev AM

Heyford Park Plan – DRWG P16-0631_33

Heritage Asset Plan – DRWG P16-0631_113 Sheet 08 Rev B

Primary School Boundaries Plan – ADP-XX-XX-DR-\-0900

Primary School Plan - ADP-XX-XX-DR-\-0910

Masterplan Area A Plan – DRWG P16-0631_124 Rev A

Junction 10 Improvement Scheme

Padbury Roundabout HE604237-KIER-GEN-M40_JN10_Z-DR-Z-
0100_04-Padbury Rbt GA

Baynards Green roundabout HE604237-KIER-GEN-M40_JN10_Z-DR-Z-0100_02
– GA

Works Plans:

Camp Road/Chilgrove Drive Junction Improvements - 39304/5501/SK26, Rev I

Camp Road East Improvements - 16871-SK381 Rev B and 16871-SK380 Rev B

Unnamed Road Ped/Cycle and Junction Improvements.....39304/5501/SK58

B430 / Ardley Road / Bucknell Road Junction Improvements 39304-5501-SK65

Hopcroft Halt Works S9304/5501/SK03 Rev H

Overlap Areas Plan – DRWG D0341_192 Rev A



THIS AGREEMENT is dated *Eighth day of September* 2022

PARTIES

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House White Post Road Bodicote Banbury in Oxfordshire OX15 4AA ("**District Council**")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose main office is at County Hall New Road Oxford OX1 1ND ("**County Council**")
- (3) **HEYFORD PARK ESTATE LIMITED** (Co. Regn. No. 07973218) of Heyford Park House, Camp Road, Upper Heyford, Bicester OX25 5HD ("**Owner 1**")
- (4) **HEYFORD COMMERCIAL DEVELOPMENT LIMITED** (Co. Regn. No. 07972706) of Heyford Park House, Camp Road, Upper Heyford, Bicester OX25 5HD ("**Owner 2**")
- (5) **HEYFORD COMMERCIAL LIMITED** (Co. Regn. No.07972839) of Heyford Park House, Camp Road, Upper Heyford, Bicester OX25 5HD ("**Owner 3**")
- (6) **UPPER HEYFORD GP LIMITED** and **UPPER HEYFORD NOMINEE LIMITED** both of 47 Esplanade, St Helier, Jersey, JE1 0BD ("**Owner 4**")
- (7) **THE WARDEN AND SCHOLARS OF SAINT MARY COLLEGE OF WINCHESTER IN OXFORD** commonly known as **NEW COLLEGE** of Oxford OX1 3BN ("**Owner 5**")
- (8) **HUGH JONES** of Manor Farm, Church Walk, Upper Heyford, Bicester OX25 5LQ ("**Owner 6**");
- (9) **LLOYDS BANK PLC** (Co Regn No 2065) whose registered office is situate at 25 Gresham Street London EC2V 7HN ("**Mortgagee 1**")
- (10) **MOUNT STREET MORTGAGE SERVICING LIMITED** (Co Reg No 03411668) whose registered office is situate at 10 Queen Street Place, London, United Kingdom, EC4R 1AG ("**Mortgagee 2**")

INTRODUCTION

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Application Site is situated.
- (B) The County Council is the county planning authority for the purposes of the Act for the area in which the Application Site is situated and has powers and duties in respect of education, highways, libraries, transport, waste and the regulation of traffic
- (C) The Owners each have freehold interests in those parts of the Application Site comprising the Pink Land the Green Land and the White Land as set out in the First Schedule
- (D) The Mortgagees are each proprietors of charges over the freehold title of parts of the Pink Land the Green Land and the White Land as set out in the First Schedule
- (E) Those parts of the Application Site shown shaded blue on the Application Plan are currently in operation as educational establishments and the obligations in this Deed do not attach to those areas of the Application Site
- (F) The District Council resolved on 5 November 2020 to grant the Planning Permission subject to the prior completion of this Deed
- (G) The Owners agree with the District Council and the County Council that it is necessary in planning terms to enter into this Deed to mitigate the impact of the Development and make it acceptable and the Mortgagees consent to the Owners entering into this agreement accordingly

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1. DEFINITIONS

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

Expression	Meaning
“the 1990 Act”	the Town and Country Planning Act 1990 (as amended);
“2009 Undertaking”	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
“2011 Agreement”	the agreement entered into by 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 Park Nominee Limited (4) Frep 2 (Heyford Park) Limited (5) and Investec Bank PLC (6) dated 22 December 2011
“Affordable Housing Dwellings”	those Dwellings provided and whose occupancy and ownership is restricted as set out in the Second Schedule;
“Application”	the application for planning permission submitted to the District Council and validated on 11 May 2018 for the Development and allocated reference number 18/00825/HYBRID
“Application Plan”	the plan attached to this Deed included in the Appendix marked ‘Application Plan’ and numbered P16-0631_126 Rev D;
“Application Site”	the entirety of the land the subject of the Application shown edged in red on the Application Plan
“Appropriate Land”	that part of the Site on which any Facility is required to be provided or which is to be set aside or reserved for another party to provide any Facility thereon and which in accordance herewith and with any Schedule hereto may be Transferred to a Management Company to which the provisions of the Twenty-second Schedule apply

Expression	Meaning
“Approval (Initial)”	means the approval of a Qualifying Application in respect of a Phase
“Approval (Variation)”	means any Qualifying Permission which alters the Composition of the Development as established further to the Planning Permission or as applicable a preceding Approval (Variation);
“As-Built Drawings”	detailed plans and drawings showing a Facility in the form in which it has actually been constructed
“Bedroom”	<p>any room in a Dwelling designed and intended to be used as sleeping accommodation whether or not it is intended to be used for other purposes as well and</p> <ul style="list-style-type: none"> • 1 Bed Dwelling means a Dwelling with 1 Bedroom • 2 Bed Dwelling means a Dwelling with 2 Bedrooms • 3 Bed Dwelling means a Dwelling with 3 Bedrooms • 4 Bed Dwelling means a Dwelling with 4 Bedrooms and where the context admits means a Dwelling with more than 4 Bedrooms
“Bond”	means a deed of bond guaranteeing the performance by the Owner of the obligations to the County Council which secures the Bonded Sum from a reputable financial institution satisfactory to the County Council (acting reasonably) in the form of or substantially in the form of the draft annexed as Annex 1 but subject to such amendments as may reasonably be agreed with the County Council to reflect the particular circumstances at the time of completion of the Bond as applicable including the stage of the Development and the parties then involved in the Development or such other form security as the County Council acting with absolute discretion agrees in writing

Expression	Meaning
“Bonded Sum”	means the sum of SEVENTEEN MILLION POUNDS (£17,000,000) and shall be reduced in accordance with the terms of the Bond
“Commercial Unit”	means a building or part thereof constructed pursuant to the Planning Permission within the Pink Land the first use of which falls or is proposed to fall within Use Classes B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 as applicable at the time of the submission of the Application
“Commencement of the Development”	<p>occurs on and means:</p> <p>in respect of the Pink Land the carrying out of any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development where relevant on a Phase (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of:</p> <ul style="list-style-type: none"> • 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; • the temporary display of site notices or advertisements; <p>and in respect of the Green Land means the change of use of any of the buildings located thereon</p>

Expression	Meaning
	and “Commence” “Commenced” and “Commencing” or any other derivation of this term shall be construed accordingly PROVIDED THAT none of the Development that has already been carried out pursuant to any of the planning permissions granted in respect of the Application Site prior to the date of the Planning Permission shall be construed as constituting Commencement of the Development
“Composition of the Development”	means the aggregate number of Dwellings comprised in the Development or where specifically stated shall mean the aggregate number of Dwellings in a Phase and where the context requires the number of each Dwelling type classified by reference to the number of Bedrooms in the Dwelling;
“Construction”	the construction of any building forming part of the Development including footings or foundations and “Construct” and “Constructed” shall be construed accordingly;
“Defects Notice”	a notice issued following inspection of a Facility pursuant to clause 9 which states that the Facility has not been provided to the District Council's reasonable satisfaction and set out details of the work required to reach that standard and the period in which the District Council expects the defects to be rectified
“Development”	the development of the Site as set out in the Application and as detailed in Part 2 of the First Schedule and as may be permitted by any Qualifying Permission;
“Due Date”	is the date on which any sum payable hereunder is required to be paid or if any sum is to be paid before an event the day before that event occurs

Expression	Meaning
“Dwelling”	a building (including each house, flat or maisonette if part of a building) Constructed or proposed to be Constructed on the Site as part of the Development or part of such building designed for residential Occupation by a single household pursuant to the Planning Permission
“Facility”	<p>any building structure or formally laid out area of land required to be erected constructed laid out or set aside for a specific use by and subject to any provision of this Agreement but without prejudice to the generality includes any</p> <ul style="list-style-type: none"> - Allotments and Orchards (Third Schedule); - Play areas (Fourth Schedule); - Public Amenity Space (Fourth Schedule); - Sports Pitches (Fifth Schedule); - Sustainable Urban Drainage (Fourth Schedule); - Pavilion and changing rooms (Sixth Schedule); - Community Facilities (Seventh Schedule); - Heritage Asset (Ninth Schedule) <p>but excluding the Primary School</p>
“Final Certificate”	a certificate issued by the District Council to confirm that a Facility has been maintained to its reasonable satisfaction for the Maintenance Period
“Green Land”	is defined in the First Schedule hereto
“Health and Safety File”	a health and safety file prepared in accordance with the Construction (Design and Management) Regulations 2015
“Interest”	Interest at the rate of 4% above the base lending rate of Lloyds Bank PLC from time to time;

Expression	Meaning
“Maintenance Period”	the period for which a Facility shall be maintained following the issue of a Practical Completion Certificate before the District Council shall be invited to inspect for the issue of a Final Certificate in accordance with Clause 9 and which shall be a period of 12 months unless an alternative period is specified in respect of a Facility
“Management Company”	a management company established or appointed with responsibility for the delivering or procuring management and maintenance of the common infrastructure and facilities at the Application Site together with the infrastructure at Heyford Park provided pursuant to the 2011 Agreement and Supplemental Agreements (as defined in the Nineteenth Schedule) (excluding those highways which have been adopted and are maintainable at the public expense) or such other management company established or appointed in accordance with the Twenty-second Schedule hereto
“Market Dwellings”	those Dwellings that are not Affordable Housing Dwellings
“Mortgagees”	Mortgagee 1 and Mortgagee 2
“New Flying Field”	is that part of the Site comprising the Green Land (being a reduced area compared to that identified as the Flying Field in the 2009 Undertaking and Supplemental Deeds)
“Notification (Variation)”	means written notification of an Approval (Variation) containing a copy of that approval and details of the Composition of the Development established applying that approval;
“NPPF”	the National Planning Policy Framework 2021 (as amended from time to time) or any statement of national

Expression	Meaning
“Occupation”	planning policy which amends, supplements or supersedes it;
“Owners”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied” and “Occupy” shall be construed accordingly;
“Parameters Plan”	Owner 1, Owner 2, Owner 3, Owner 4, Owner 5, and Owner 6
“Phase”	means the plan establishing the parameters for the Development and approved pursuant to the Planning Permission with reference P16-0631_08AM included in the Appendix .
“Pink Land”	each and every phase of the Development shown indicatively as a development Phase on the Parameter Plan and comprising part of the Pink Land and which shall be more specifically identified in the phasing plan to be submitted and approved pursuant to a condition of the Planning Permission;
“Planning Permission”	is defined in the First Schedule hereto
	the planning permission subject to conditions to be granted by the District Council pursuant to the Application which where the context admits shall include each and every Qualifying Permission;

Expression	Meaning
“Policy Villages 5 Allocation Area”	means the area shown shaded blue on the plan marked Heyford Park Plan included in the Appendix and which accords with the red line on the Policy Villages 5 Allocation Plan on page 358 of the adopted Cherwell Local Plan 2011-2031 Part 1
“Positive Obligations”	any obligation or requirement in this Deed to carry out operations or activities on the Site, use the Site in a specified way or pay financial sums to the District Council and/or the County Council
“Practical Completion Certificate”	a certificate that confirms that the District Council is satisfied that an obligation to provide a Facility to the District Council’s reasonable satisfaction has been complied with
“Qualifying Applications”	an application for approval of Reserved Matters or any separate application(s) for full planning permission for the Development or any part of the Development or any application under Sections 73 or 96A of the 1990 Act relating to the Planning Permission or any application for approval of Reserved Matters relating to such permission further to an application under Sections 73 and/or 96A of the 1990 Act;
“Qualifying Permissions”	any approval of Reserved Matters or full planning permission or approval to a non-material change pursuant to Section 96A of the 1990 Act as the case may be issued pursuant to a Qualifying Application;
“Relevant Dispute”	means: <ul style="list-style-type: none"> 1. any dispute or difference between the District Council and the Owners touching or concerning matters arising out of this Deed; and

Expression

Meaning

2. any dispute or difference between the County Council and the Owners touching or concerning matters arising out of this Deed SAVE FOR the following:

- the amount of any contribution payable pursuant to this Deed or the due date of payment save any amount attributable to Index Linking
- provisions concerning the obligation to supply a Bond pursuant to Clause 11
- those provisions of the Sixteenth Schedule which require the approval of the County Council in its capacity as highway authority in respect of the provision of public transport infrastructure (paragraph 4), details for provision of the bus route and HGV access (paragraph 2) and the carrying out of works to the existing public highway (paragraph 8 and Part 2)

PROVIDED ALWAYS that these provisions shall not be construed as prohibiting the Owners or any other party (including the District Council and the County Council) bound by the provisions hereof from otherwise applying to a court in accordance with Clause 19 (jurisdiction) to resolve any dispute

“Reserved Matters”

details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission for subsequent approval;

“Return”

means a written return made by the Owner to the County Council and separately to the District Council in the form of the return document attached at Annex 2 to this Deed specifying the detail set out in that return document which must include a plan showing the location of each

Expression	Meaning
	occupied building and in respect of the Commercial Units the floor area of each building
“Return Dates”	means the quarter days being the first day of January, first day of April, first day of July and first day of October in each year occurring after the Occupation of the first Dwelling or building (whichever is the soonest) until Returns have been made pursuant to Clause 15.4 reporting the Occupation of all the Dwellings comprised in the Development
“Return Period”	means the period of 3 months ending on the day before a Quarter Day but so that the first Return Period will be the period commencing on the Occupation of any Dwelling and ending on the day before the following Quarter Day and the final Return Period will be the Return Period ending on the day before the Quarter Day next following the occupation of the final Dwelling comprised in the Development
“Secretary of State”	the Government minister appointed to determine any application pursuant to Section 77 of the Act or pursuant to Section 79 of the Act to determine any appeal brought pursuant to Section 78 of the Act;
“Service Charge”	the charge set by the Management Company as a relevant proportion of the costs of managing and maintaining the Appropriate Land Transferred to it and all Facilities thereon in accordance with the terms of this Agreement together with the costs of maintaining and providing insurance for the Hangar in accordance with the Fourteenth Schedule and payable by the occupiers of each Dwelling and which charge may vary depending on

Expression	Meaning
	the size of each Dwelling
“Site”	together those parts of the Application Site comprising the Pink Land and the Green Land and the White Land;
“Supplemental Agreements”	the agreements entered into pursuant to section 106 and section 106A of the 1990 Act varying and supplementing the 2011 Agreement being those agreements dated 28 August 2012, 27 June 2014, 30 March 2016, 8 May 2017, 12 October 2017, 21 March 2019 and 24 December 2019
“Supplemental Deeds”	The 2009 Supplemental Undertaking the First 2010 Agreement and the Second 2010 Agreement as such terms are defined in the Nineteenth Schedule hereto
“the Surveyor”	the District Council’s surveyor or such other person or persons with qualification as a surveyor as shall be notified in writing by the District Council to the Owners and shall include such other persons as the District Council’s surveyor shall reasonably require to assist him/her
“Transfer ”	to transfer all interest in any Facility or Appropriate Land that the provisions hereof require to be transferred to another party and such transfer unless otherwise stated herein: <ul style="list-style-type: none"> - shall be at nil consideration and otherwise at no cost (including legal costs) to and subject to no other contribution by the transferee - save as imposed under the terms of this Deed shall be a transfer of the entire freehold interest with full title guarantee and vacant possession on completion

Expression	Meaning
	<p>- shall be free from any pre-emption or option agreement and free from any mortgage charge or lien or other encumbrance which restrict the use of the relevant land subject of the Transfer save as required in accordance with the terms of this Deed</p> <p>and the term 'Transferred' shall be construed accordingly</p>
"Trigger Event"	any event that when it occurs requires any party to this Deed to pay any sum or carry out any works or take (or desist from taking) any other action including service of any notice.
"White Land"	is defined in the First Schedule hereto
"Working Days"	Mondays to Fridays (excluding bank and other public holidays and any day which is on or between 27 th and 31 st December in any Calendar Year).

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 Where any restriction herein that restricts Occupation by any party it shall be construed as restricting that party from permitting causing or suffering Occupation
- 2.6 **“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.
- 2.7 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.
- 2.8 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.
- 2.9 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions.
- 2.10 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 Sections 106 and 106A of the 1990 Act Section, 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 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 1990 Act

3.3 The covenants, restrictions and requirements set out generally herein are enforceable by the District Council and the County Council against the Owners but

3.3.1 those set out in the Second Schedule, the Third Schedule, the Fourth Schedule, the Fifth Schedule, the Sixth Schedule, the Seventh Schedule, the Eighth Schedule, the Ninth Schedule, the Tenth Schedule, the Eleventh Schedule, the Twelfth Schedule and the Thirteenth Schedule are only enforceable by the District Council as local planning authority, and

3.3.2 those set out in the Fourteenth Schedule, the Fifteenth Schedule, the Sixteenth Schedule, the Seventeenth Schedule and the Eighteenth Schedule are only enforceable by the County Council as County planning authority

and in accordance with Section 106(3)(b) of the 1990 Act against any person deriving title from the Owners or any of them subject to the provisions of this Agreement.

4. CONDITIONALITY

4.1 Save as set out below this Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of the Development in respect of either the Pink Land or the Green Land,

4.2 The provisions of Clauses 10.1.1, 10.1.3, 15, 19 and 20 (legal costs, monitoring and administering, notifications, jurisdiction and delivery) and the Nineteenth Schedule shall come into effect immediately upon completion of this Deed.

4.3 The provisions of Clause 23 (Disputes) shall come into effect immediately upon the grant of the Planning Permission

5. THE COVENANTS BY OWNERS

5.1 The Owners covenant with both the District Council and the County Council as set out herein and covenant:

5.1.1 with the District Council as set out in the Second Schedule, the Third Schedule, the Fourth Schedule, the Fifth Schedule, the Sixth Schedule, the Seventh Schedule, the Eighth Schedule, the Tenth Schedule, the Eleventh Schedule, the Twelfth Schedule and the Thirteenth Schedule so as to bind the Pink Land;

5.1.2 with the District Council as set out in the Ninth Schedule so as to bind the Green Land;

5.1.3 with the District Council as set out in the Sixth Schedule so as to bind the Pink Land and the Green Land

5.1.4 with the County Council as set out in the Fourteenth Schedule, the Fifteenth Schedule, the Sixteenth Schedule and the Seventeenth Schedule so as to bind the Pink Land; and

5.1.5 with the County Council as set out in the Eighteenth Schedule (Travel Plan) so as to bind the Green Land and the Pink Land;

5.1.6 that there shall be no development requiring planning permission of the White Land pursuant to the Planning Permission or a Qualifying Permission

5.1.7 that there shall be no development other than change of use or demolition as approved pursuant to the Planning Permission on the Green Land pursuant to the Planning Permission or a Qualifying Permission

6. THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owners as set out in the Twentieth Schedule

7. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owners as set out in the Fifteenth Schedule, the Sixteenth Schedule and the Twenty-first Schedule.

8. DECLARATION

Pursuant to Section 106A of the 1990 Act the parties hereto agree and declare that:

8.1 the 2009 Undertaking and Supplemental Deeds and

8.2 the 2011 Agreement and the Supplemental Agreements

shall be discharged and varied in part as set out in the Nineteenth Schedule

9. PRACTICAL AND FINAL COMPLETION

9.1 Where herein there is an obligation to obtain from the District Council a Practical Completion Certificate in respect of provision of a Facility the following provisions shall apply thereto

9.1.1 The Owners shall invite the District Council in writing to inspect the Appropriate Land with a view to issuing a Practical Completion Certificate;

9.1.2 The District Council shall inspect within 20 (twenty) Working Days of receipt of the invitation in sub-Clause 9.1.1 and shall within 20 (twenty) Working Days of such inspection EITHER issue a Practical Completion Certificate OR issue a Defects Notice

9.1.3 If a Defects Notice is issued the recipient shall use reasonable endeavours to complete the works specified in the Defects Notice as soon as reasonably practicable and in any event no longer than the period set out in the Defects Notice (or such longer period as may be agreed by the District Council) and then invite the District Council to re-inspect

9.1.4 the procedure set out in sub-clauses 9.1.1 to 9.1.3 above shall be until such time as the District Council EITHER:

- (a) issues a Practical Completion Certificate; OR
- (b) fails to inspect within 20 (twenty) Working Days of receipt of the invitation in sub-Clause 9.1.1 above in which case a Practical Completion Certificate shall be deemed to have been issued 20 (twenty) Working Days after receipt of the relevant invitation; OR
- (c) fails to serve within 20 (twenty) Working Days of their inspection a Defects Notice in which case a Practical Completion Certificate shall be deemed to have been issued 20 (twenty) Working Days following the relevant inspection.

9.2 Following the issue (or deemed issue) of a Practical Completion Certificate, the Owner shall maintain the Appropriate Land and any Facility on it for the Maintenance Period set out in the appropriate Schedule to the reasonable satisfaction of the District Council, rectifying any defects arising

9.3 Upon expiration of the Maintenance Period the District Council will be invited in writing to inspect the relevant Facility within 20 (twenty) Working Days of the end of the Maintenance Period with a view to issuing a Final Certificate and the provisions of sub-clauses 9.1.1 to 9.1.4 above shall apply mutatis mutandis (such that reference to Practical Completion Certificate in those paragraphs shall instead read Final Certificate);

9.4 Until the issue of a Final Certificate each and every Appropriate Land shall be maintained in accordance with the obligations set out in the appropriate Schedule until that Appropriate Land has been either Transferred to the District Council or to a Management Company in accordance with obligations in the relevant Schedule;

9.5 The Owners will

9.5.1 permit the Surveyor on reasonable notice to inspect the Appropriate Land during the course of (as appropriate) laying out, construction,

equipping, landscaping and otherwise creation of the Facility subject to the Surveyor complying with any requirements and measures on health and safety in operation on Site that the Owners consider is necessary before and during access and entry being permitted which may include first undertaking appropriate health and safety training of a reasonable duration which does not unreasonably delay inspections to ensure compliance with relevant requirements/or site induction

9.5.2 will comply with any reasonable instructions given to it by the District Council for the purpose of ensuring that the Facility is laid out, constructed, equipped, landscaped and otherwise created and completed in accordance with any Scheme or Specification approved by the District Council or either of them pursuant to any provision in any of the Schedules hereto;

9.5.3 send the Surveyor a copy of any Practical Completion Certificate issued in respect of any Facility within five (5) Working Days of its receipt by the Owners

10. MISCELLANEOUS

10.1 The Owners shall pay or secure the payment:

10.1.1 to the District Council on the execution and completion of this Deed of the reasonable legal costs of the District Council incurred in the negotiation of the Deed and the preparation and execution of this Deed;

10.1.2 to the County Council on the execution and completion of this Deed of the reasonable legal costs of the County Council incurred in the negotiation of the Deed and the preparation and execution of this Deed

10.1.3 on completion of this Deed pay

(a) to the District Council the sum of FIVE HUNDRED POUNDS ONLY (£500-00); and

(b) to the County Council the sum of THREE THOUSAND POUNDS ONLY (£3,000-00)

10.1.4 on or before the Commencement Date in respect of the Pink Land

(a) to the District Council the sum of TEN THOUSAND POUNDS ONLY (£10,000-00) Index Linked

(b) to the County Council the sum of SIXTEEN THOUSAND ONE HUNDRED AND FORTY ONE POUNDS (£16,141) Index Linked

10.1.5 on or before Commencement of Development on any Phase to pay the District Council the sum of FIVE THOUSAND POUNDS ONLY (£5,000-00) Index Linked

10.1.6 to pay to the District Council of the sum of TWO HUNDRED POUNDS ONLY (£200-00) on each occasion that the District Council considers it necessary to visit the Site in response to a complaint that any provision hereof is being breached PROVIDED THAT such sum shall not be payable if

(a) the District Council finds no breach of this obligation as alleged in the complaint; or

(b) the Owners shall have previously notified the District Council of difficulties in complying with the obligation that the complaint relates to

10.2 The sums payable pursuant to sub-clauses 10.1.3, 10.1.4, 10.1.5 and 10.1.6

10.2.1 shall be as contributions towards the general cost of monitoring and administering compliance with the obligations in this Deed and for the avoidance of doubt are in addition to any other sum required herein to monitor the performance of any specified obligation

10.2.2 where described as Index Linked shall be increased in accordance with the increase in the Consumer Prices Index from the date hereof

10.3 The Owners shall reimburse the District Council and the County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with any 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 (Rights of Third Parties) Act 1999.

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 is required by the Owners from the District Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed unless there is an express provision to the contrary and in the case of the District Council or the County Council, any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

10.6.1 the District Council by the Assistant Director: Planning and Development or their successor in function; and

10.6.2 the County Council by the Director for Environment and Place or their successor in function,

10.7 Following the District Council and the County Council being notified in writing and the District Council and the County Council being satisfied of the performance and satisfaction of all the obligations contained in this Deed (as confirmed in writing) the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

10.8 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.

10.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of the Development.

10.10 Subject to the provisions of Clause 11.3 below 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 part of the Site (which land is bound by the relevant obligation) or the part of the Site in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED ALWAYS THAT:

10.10.1 The Owners shall remain liable for any breach of those provisions and obligations contained in this Deed insofar as they do not constitute planning obligations within the ambit of Section 106 of the 1990 Act that occurs after they have parted with the whole of their interest in the Pink Land or Green Land (as applicable) unless and until there has been delivered to the County Council and/or as applicable the District Council without expense to the County Council and/or as applicable the District Council a deed of covenant which the County Council and/or the District Council (as may be appropriate) are reasonably satisfied is substantially in the form attached at Annex 3 to this Deed duly executed by a successor in title who is the owner of a substantial part of the Pink Land or the Green Land as applicable with sufficient interest and control to secure compliance with such provisions unless the relevant Council has confirmed in writing that no such deed is required;

10.10.2 The Owners of the Pink Land shall remain liable for those provisions and obligations relating to parts of the Pink Land which apply subsequent to the transfer or letting of that part of the Site to the County Council pursuant to the Fourteenth Schedule (compliance with outstanding Standard Conditions (Schools) and with paragraphs 3 and 4) ("the Post-

Disposal Obligations”) and the Owners shall only be released from liability for the Post-Disposal Obligations when they have been complied with;

10.10.3 If the Development has been Commenced or in the event that the Development has not been Commenced but the Owners have provided the Bond the Owners shall remain liable for any breach of the provisions and obligations contained in the Fourteenth Schedule relating to the delivery of the Primary School to the County Council that occurs after they have parted with the whole of their interest in the Pink Land unless and until there has been delivered to the County Council without expense to the County Council a bond guaranteeing the performance by a successor in title of the Owners of those provisions and the provisions of this sub clause shall apply (*mutatis mutandis*) to such successor in title and his successors (whether mediate or immediate);

10.11 Subject to sub-clause 10.12 below, any obligation for the payment of money attaches to each and every part of the Pink Land

10.12 Where an obligation relates to a Phase or land that is part of a Phase the obligation shall only be enforceable against the persons having an interest in the land within the Phase and their successors in title to the land within the relevant Phase

10.13 Where there is an obligation enforceable by the District Council to provide a Facility this shall be enforceable only against the owner of the Appropriate Land PROVIDED THAT the restriction on Occupations until the relevant Trigger Event in respect of that Facility occurs shall bind the Pink Land as a whole PROVIDED ALWAYS THAT an obligation to provide Affordable Housing pursuant to an approved Affordable Housing Scheme shall bind only and restrict the Occupation of Market Dwellings on the Phase to which the relevant Affordable Housing relates

10.14 Except for any provision hereof that restricts or prevents any Dwelling being occupied or prevents a number of Dwellings being occupied until another provision hereof is complied with this Deed shall not be enforceable

10.14.1 against owner-occupiers or tenants of any Dwelling nor any mortgagee or chargee of the interest of any such owner-occupier nor against those deriving title from them;

10.14.2 any statutory undertaker whose interest in the Site derives from having equipment necessary to carry out their undertaking on the Site or on adjoining land

10.14.3 any mortgagee or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or any receiver unless and until it becomes a mortgagee in possession in respect of the Site or any part thereof

10.14.4 anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant

10.14.5 (Save for the Second Schedule which applies to Affordable Housing Dwellings) the Positive Obligations in this Deed shall not be enforceable against the owners or any mortgagee or any other person or body deriving title through them to the Affordable Housing Dwellings but this provision shall only apply to the Affordable Housing on a Phase that have been provided in accordance with an approved Affordable Housing Scheme (as defined in the Second Schedule) for that Phase

10.14.6 Nothing contained or implied 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 and/or a Qualifying Permission granted (whether or not on appeal) after the date of this Deed.

10.15 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 1990 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 the 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 Deed.

10.16 In the event that the covenants or obligations in this Deed are required to be supplemented or varied in connection with a Qualifying Application or otherwise at the agreement of the parties such supplemental or variation agreement shall only be required to be entered into by the Owner of the land against whom the covenants or obligations in question are enforceable

11. PROVISION OF BOND

The Owners covenant with the County Council:

11.1 not to cause or permit first Occupation of any Dwelling until a Bond has been provided to the County Council

11.2 that in the event that the Bond is called upon by the County Council not to cause or permit further carrying out of the Development or first Occupation of any further Dwellings subsequent to the Bond being called upon unless and until either 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 under the Bond is restored to the amount the bond sum would have been under the Bond if the Bond had not been called upon or other replacement security approved in advance by the County Council is in place

11.3 that notwithstanding the provisions of Clause 10.9 above the Owners of the Pink Land shall remain liable for any breach of the provisions of the Fourteenth Schedule [Primary School] and Seventeenth Schedule [Contributions] of this Deed that occurs after they have parted with the whole of their interest in the Pink Land but prior to the delivery to the County Council without expense to the

County Council of a Bond guaranteeing the performance by a successor in title of the Owners of those provisions that have not been fulfilled

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 for 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.

14. CHANGE OF OWNERSHIP ETC

The Owners agree with the District Council and separately with the County Council to give each written notice of any change in the ownership of any of their interests in the Site within 10 working days and in any event before the next Trigger Event that arises following such change in ownership if sooner 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 transferred by reference to a plan provided that this clause shall not apply to:

14.1 the sale or letting of individual Dwellings on the Development; or

14.2 any disposal of any part or parts of the Site for servicing or utility requirements or to a statutory body or service supply company for the purpose of carrying out their undertaking

15. NOTIFICATIONS

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

15.1 to notify the District Council and the County Council in writing no later than 5 Working Days prior to the anticipated date of each of the following:

- 15.1.1 Commencement of the Development on each Phase;
- 15.1.2 first Occupation of each Phase of the Development;
- 15.1.3 first Occupation of any Dwelling in a Phase if that date is different from the date referred to in sub-Clause 15.1.2 above
- 15.1.4 Occupation of THIRTY-FIVE PERCENT (35%) of the Market Dwellings Constructed on each Phase;
- 15.1.5 Occupation of SEVENTY FIVE PERCENT (75%) of the Market Dwellings Constructed on each Phase;
- 15.1.6 Occupation of more than 100 Dwellings;
- 15.1.7 Occupation of more than 150 Dwellings
- 15.1.8 Occupation of more than 225 Dwellings;
- 15.1.9 Occupation of more than 300 Dwellings;
- 15.1.10 Occupation of more than 340 Dwellings;
- 15.1.11 Occupation of more than 500 Dwellings
- 15.1.12 Occupation of more than 600 Dwellings
- 15.1.13 Occupation of more than 800 Dwellings
- 15.1.14 the Commencement of Development on the Green Land;

and not to Commence or Occupy until the appropriate notice has been given and five Working Days have elapsed since it was served PROVIDED THAT this shall not apply to the Commencement of Development on the Green Land as notified pursuant to clause 15.1.14;

15.2 to notify the District Council and the County Council in writing of the actual date of each such event referred to in Clause 15.1 above no later than 20 Working Days after the event occurs;

15.3 within ten Working Days of each of the Return Dates to deliver to the District Council and the County Council a duly completed Return

16. INTEREST

16.1 If any payment due under this Deed is paid after the Due Date, Interest will be payable on the amount owed from the Due Date to the date of full payment.

16.2 Interest shall be calculated and accrue daily and shall be compounded monthly if any payment is made more than three months after the Due Date

17. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and the Owners shall pay to the District Council and separately to the County Council any value added tax properly payable on any sums paid to the District Council and/or the County Council or works undertaken under this Deed upon presentation of any appropriate value added tax invoice addressed to the Owners .

18. NOTICES

18.1 Any notice or notification to be given to the District Council under this Deed shall be sent to the District Council attention of the Assistant Director Planning and Development at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA or to such other person at such other address as the District Council shall direct from time to time.

18.2 Any notice or notification to be given to the County Council under this Deed shall be sent to the Director of Environment and Place, Oxfordshire County Council, County Hall, New Road, Oxford, OX1 1ND or to such other person at such other address as the County Council shall direct from time to time.

18.3 Any notice to be given to the Owners shall be sent to the Owners at 12 Hay Hill, Mayfair, London, W1J8NR and at Heyford Park House, 52 Camp Road, Upper Heyford, OX25 5HD or to such other person at such address as the Owners shall notify to the District Council and separately to the County Council from time to time.

18.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

18.4.1 if delivered by hand, at the time of delivery;

18.4.2 if sent by post, on the second Working Day after posting; or

18.4.3 if sent by recorded delivery, at the time delivery was signed for.

18.5 If a notice, demand or any other communication is served after 16:00 on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

18.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

18.7 Any notice or notification to be given pursuant to this Deed shall be in writing and shall, unless otherwise agreed, be delivered by hand or sent by post.

19. JURISDICTION

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

20. 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.

21. CONSENT OF MORTGAGEES

21.1 Mortgagee 1 acknowledges and declares that this Deed has been entered into by Owner 3 and Owner 4 with their consent and that the interest of Owner 3 and Owner 4 in the Site shall be bound by the obligations contained in this Deed and that the security of their mortgage over the relevant parts of the Site shall take effect subject to this Deed PROVIDED THAT Mortgagee 1 shall otherwise have no liability under this Deed unless it takes possession of part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from Owner 3 or Owner 4 as the case may be.

21.2 Mortgagee 2 acknowledges and declares that this Deed has been entered into by Owner 3 and Owner 4 with their consent and that the interests of Owner 3 and Owner 4 in the Site shall be bound by the obligations contained in this Deed and that the security of their mortgage over the relevant parts of the Site shall take effect subject to this Deed PROVIDED THAT Mortgagee 2 shall otherwise have no liability under this Deed unless it takes possession of part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from Owner 3 or Owner 4 as the case may be.

22. DATA PROTECTION

22.1 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:

22.1.1 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

22.1.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

23. DISPUTES

23.1 The provisions of the Twenty-third Schedule shall apply to any Relevant Dispute arising in respect of any provision in this Agreement that requires the approval or consent of the District Council and/or the County Council

23.2 Nothing in the Twenty-third Schedule shall be taken to fetter any

23.2.1 discretion of the County Council in carrying out its statutory duty as local highway authority nor

23.2.2 of the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

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

**ANNEX 1
BOND**

DATED _____ **202[]**

...

- and -

...

- and -

...

THE OXFORDSHIRE COUNTY COUNCIL

(COMPOSITE) BOND

relating to obligations in []

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



THIS BOND dated the _____ day of _____ 20[]

MADE BETWEEN

(1) [_____] (Company number [_____]) whose registered offices are situate at [_____] (“the Owner”)

(2) [_____] (Company number [_____]) whose registered office is situate at [_____] (“the Surety”)

(3) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford (“the Council”)

Preliminary and Definitions

1. **“Agreement”** means the Agreement dated the [_____] day of [_____] 20[] between the [Owner] and the Council.
2. **“The Bond Sum”** means the sum of Seventeen Million Pounds (£17,000,000.00)
3. **“County Contributions”** means the payments to be made to the Council as set out in the Agreement comprising the sums set out below in Table 1 and described in the Agreement as [_____]
4. **“Replacement Bond”** shall mean a bond
 - a. for the Bond Sum adjusted in accordance with Clause 8
 - b. in substantially the same form as this Bond
 - c. from a reputable financial institution approved by the Council acting reasonably
 - d. to take effect no later than the expiry of this Bond and which is valid for not less than five years

5. **“School Works”** means the works which the Owner is obliged to execute and complete in accordance with the terms and conditions of the Fourteenth Schedule of the Agreement for the provision of a primary school at the Primary School Site
6. Words and expressions defined in the s106 Agreement shall have the same meaning in this Agreement unless otherwise provided

NOW THIS DEED WITNESETH as follows:-

1. The Owner and the Surety are jointly and severally bound to the Council for the Bond Sum.
2. The Council may subject to giving not less than 20 working days' notice to the Owner prior to the expiry of this Bond call for the Surety to make payment if the Owner shall fail to pay any part of the County Contributions due under the provisions of the Agreement.
3. The Council subject to giving not less than 20 working days' notice to the Owner prior to the expiry of this Bond call for the Surety to make payment to the Council to satisfy and discharge the established and ascertained damages sustained by the Council if the Owner defaults in executing and completing the School Works in accordance with the provisions of the Fourteenth Schedule of the Agreement
4. Any claim hereunder shall be accompanied by a statement signed by the County Solicitor (or any successor to that role) that the amount claimed represents the amount payable and that such payment then due has not been paid or that a Replacement Bond has not be provided by the date which is [6] months before the expiry of the Bond and such statement shall be conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the Council. Without prejudice to the generality of the foregoing none of the following shall be required:-

- 4.1 the Council being obliged to make any enquiry of the Owner or the Surety

4.2 the need to take any legal action against the Owner

4.3 any proof of default or liability on the part of the Owner]

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 Bond 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 Bond Sum
7. There shall be no reduction of the Bond Sum prior to Completion (as defined in the Standard Conditions (Schools)) of the Primary School
8. Subject always to the terms of Clause 7 above 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 Provided Always that following Completion (as defined in the Standard Conditions (Schools)) of the Primary School, any payments already made to the Council at that date shall be treated as having been made

on the date of Completion (as defined in the Standard Conditions (Schools)) of the Primary School for the purposes of this clause 8

9. Without prejudice to the generality of clause 8 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:

9.1 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;

9.2 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;

9.3 any obligation on the part of the Owner being void;

9.4 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;

9.5 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

10. 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

11. 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.

Table 1

Contribution	Amount Due
Bus Service Contribution in 5 instalments	
Bus Instalment 1	£30,000 Index Linked
Bus Instalment 2	£550,000 Index Linked
Bus Instalment 3	£364,202 Index Linked
Bus Instalment 4	£210,000 Index Linked
Bus Instalment 5	£1,025,036 Index Linked
Cycle Route Contribution	£1,001,995 Index Linked
Library Contribution *	£121,842 Index Linked
Local Weight Restriction Contribution in 2 instalments of 10% and 90%	£69,967 Index Linked
Middleton Stoney Traffic Mitigation Scheme Contribution in 2 instalments of 10% and 90%	£1,181,087 Index Linked
M40 Junction 10 Contribution	£3,663,724 Index Linked
Primary and Nursery Contribution in 2 instalments of 10% and 90%	£914,605 Index Linked
Public Transport Infrastructure Contribution	£25,428 Index Linked
Safety Improvements Contribution (No. 1)	£78,733 Index Linked
Safety Improvements Contribution (No. 2)	£74,740 Index Linked
Secondary Education Contribution* in 2 instalments of 10% and 90%	£3,136,628.00 Index Linked
SEND Contribution*	£407,023 Index Linked
Strategic Waste Management Contribution	£95,575 Index Linked
Supplemental Primary Education Contribution	£1,076,566 Index Linked
Travel Plan Monitoring Contribution"	£2,478 Index Linked
Village Traffic Calming Contribution in 2 instalments of 10% and 90%	£604,112.00 Index Linked

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



**ANNEX 2
RETURNS FORM**

18/00825/HYBRID - s106 Quarterly Return – Pro forma

To be sent by post and email to:

S106 Planning Obligations Team, Cherwell District Council, Bodicote House, White Post Road, Bodicote, Banbury, OX15 4AA Email: section.106@cherwell-dc.gov.uk

and

S106 Planning Obligations Team
Oxfordshire County Council

Date of return

Quarter period to which the return relates to

Dwellings

Number of Dwellings first occupied in the Quarter period to which the Return relates (note: must include a plan showing plot numbers/address):

Table 1

Dwelling type	Affordable Housing	Market Housing	Total
1 – Bed Dwelling			
2 – Bed Dwelling			
3 – Bed Dwelling			
4+ – Bed Dwelling			

Cumulative total of Dwellings first Occupied across the Site up to and including the Quarter period to which the Return relates (note: must include a plan showing plot numbers/address):

Table 2

Dwelling type	Affordable Housing	Market Housing	Total
1 – Bed Dwelling			
2 – Bed Dwelling			
3 – Bed Dwelling			
4+ – Bed Dwelling			



Commercial Occupations

The amount in square metres of commercial floorspace first Occupied during the quarter period to which the Return relates

(note: must include a plan showing location/address of each Commercial Unit)

Table 3

Use Class	Floor space first occupied				
	Phase 20	Phase 22 commercial	Phase 22 creative city	Other – please specify	Total
E (formerly B1a, B1b and B1c)					
B2					
B8					

Cumulative Total of commercial floorspace first Occupied up to and including the Quarter period to which the return relates (note: must include a plan showing location/address of each commercial unit):

Table 4

Use Class	Cumulative Floor space first occupied				
	Phase 20	Phase 22 commercial	Phase 22 creative city	Other – please specify	Total
E (formerly B1a, B1b and B1c)					
B2					
B8					



**ANNEX 3
GENERAL DEED OF COVENANT**

DATED

20[]

[_____]

- and -

CHERWELL DISTRICT COUNCIL

- and -

THE OXFORDSHIRE COUNTY COUNCIL

DRAFT
DEED OF COVENANT

JC/55984

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")
- (2) **THE OXFORDSHIRE COUNTY COUNCIL** ("the County Council")
- (3) **CHERWELL DISTRICT COUNCIL** ("the District 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 [] 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 clauses 5.1, 10.10 and 11 of the Agreement and given to the County Council pursuant to the Agreement (except those which have been performed)
- 1.5. "the District Council" means the said Cherwell District Council of Bodicote House, Bodicote, OX15 4AA and any successor to its statutory functions and any duly appointed employee or agent of the Council or such successor

1.6. "the District Obligations" means those covenants agreements conditions and other commitments on the part of the Owner referred to in clause [5.1] of the Agreement and given to the District Council pursuant to the Agreement (except those which have been performed)

1.7. "the Site" has the meaning assigned to it in the Agreement

1.8. "the Transferred Land" means that part of the Site shown edged red on the plan annexed to this Deed

1.9. 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 District Council**

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

4. **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

5. The provisions of clauses [12 (Waiver), and 19 (Jurisdiction)] 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 COMMON SEAL of OXFORDSHIRE COUNTY COUNCIL was affixed in the presence of:- }

Authorised Signatory

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

Authorised Signatory

EXECUTED as a DEED by [BUYER] }



**FIRST SCHEDULE
OWNERSHIP AND DEVELOPMENT**

**PART 1
OWNERS' TITLE**

1. THE PINK LAND

That part of the Site being the land shown shaded pink on the Application Plan which is registered with Freehold Title Absolute under the title number in Column 1 below is registered with title absolute to the party named in Column 2 with the parties named in Column 3 holding either a charge over the land in that title or otherwise having an interest in the land which is noted on that title but excluding those parties that may have short term or expired leases or other agreements permitting occupation in respect thereof

Column 1 Title Number	Column 2 Proprietor	Column 3 Chargee/Interested Parties
ON307194	Heyford Park Estate Limited	None
ON307192	Heyford Commercial Development Limited	None
ON307195	Heyford Commercial Limited	Lloyds Bank plc Mount Street Mortgage Servicing Limited
ON288089	Upper Heyford GP Limited and Upper Heyford Nominee Limited	Lloyds Bank plc Mount Street Mortgage Servicing Limited
ON243341	The Warden and Scholars of Saint Mary College of Winchester in Oxford	None
ON309853	Hugh Jones	None
ON310329	Hugh Jones	None

2. GREEN LAND

That part of the Site being the land shown shaded green on the Application Plan which is registered with Freehold Title Absolute under the title number in Column 1 below is registered with title absolute to the party named in Column 2 with the parties named in Column 3 holding either a charge over the land in that title or otherwise having an interest in the land which is noted on that title but excluding those parties that may have short term or expired leases or other agreements permitting occupation in respect thereof

Column 1 Title Number	Column 2 Proprietor	Column 3 Chargee/Interested Parties
ON307195	Heyford Commercial Limited	Lloyds Bank plc Mount Street Mortgage Servicing Limited
ON288089	Upper Heyford GP Limited and Upper Heyford Nominee Limited	Lloyds Bank plc Mount Street Mortgage Servicing Limited

3. WHITE LAND

That part of the Site being the land shown without colour on the Application Plan which is registered with Freehold Title Absolute under the title number in Column 1 below is registered with title absolute to the party named in Column 2 with the parties named in Column 3 holding either a charge over the land in that title or otherwise having an interest in the land which is noted on that title but excluding those parties that may have short term or expired leases or other agreements permitting occupation in respect thereof

Column 1 Title Number	Column 2 Proprietor	Column 3 Chargee/Interested Parties
ON307195	Heyford Commercial Limited	Lloyds Bank plc Mount Street Mortgage Servicing Limited
ON307192	Heyford Commercial Development Limited	None

PART 2
THE DEVELOPMENT

1. Demolition of buildings and structures as listed in the Annex to this Part;
2. Outline planning permission for up to:
 - 2.1 1,175 new dwellings (Class C3);
 - 2.2 60 close care dwellings (Class C2/C3);
 - 2.3 929 m2 of retail (Class A1);
 - 2.4 670 m2 comprising a new medical centre (Class D1);
 - 2.5 35,175 m2 of new employment buildings, (comprising up to 6,330 m2 Class B1a, 13,635 m2 B1b/c, 9,250 m2 Class B2, and 5,960 m2 B8);
 - 2.6 new primary school building on 2.33 ha site (Class D1);
 - 2.7 925 m2 of community use buildings (Class D2); and 515 m2 of indoor sports, if provided on-site (Class D2);
 - 2.8 30m in height observation tower with zip-wire with ancillary visitor facilities of up of 100 m2 (Class D1/A1/A3);
 - 2.9 1,000 m2 energy facility/infrastructure (sui generis);
 - 2.10 2,520 m2 additional education facilities (buildings and associated external infrastructure) at Buildings 73, 74 and 583 for education use (Class D1);
 - 2.11 creation of areas of Open Space, Sports Facilities, Public Park and other green infrastructure.
3. The change of use of the following buildings and areas¹:
 - 3.1 Buildings 3036, 3037, 3038, 3039, 3040, 3041, and 3042 for employment use (Class B1b/c, B2, B8);
 - 3.2 Buildings 217, 3052, 3053, 3054, 3055, 3102, and 3136 for employment use (Class B8);
 - 3.3 Buildings 2010 and 3009 for filming and heritage activities (Sui Generis/Class D1);

¹ Buildings numbers refer to the numbers as appears on the Heritage Assets Plan

- 3.4 Buildings 73 and 2004 (Class D1);
- 3.5 Buildings 391, 1368, 1443, 2005, 2006, 2007, 2008 and 2009 (Class D1/D2 with ancillary A1-A5 use);
- 3.6 Building 340 (Class D1, D2, A3);
- 3.7 20.3ha of hardstanding for car processing (Sui Generis); and
- 3.8 76.6ha for filming activities, including 2.1 ha for filming set construction and event parking (Sui Generis);
- 3.9 The continuation of use of areas, buildings and structures already benefiting from previous planning permissions,
- 3.10 Associated infrastructure works, including surface water attenuation provision and upgrading Chilgrove Drive and the junction with Camp Road.

ANNEX TO PART 2

LIST OF STRUCTURES TO BE DEMOLISHED

Phase	Building Number/ Plan Reference	Floor Space (where known)	Description	Planning	Planning Ref.	Approved Use	Demolition by Use Class			
							B1	B2	B8	Sub-Generis
BUILDINGS TO BE DEMOLISHED										
10	279	169	Tanker Bay – Store	Yes	Lead Appeal	Class B8			169	
10	268	369	Office	No		Nil Use				
11	80		Workshop / Carwash	Yes	10/01642/OUT	Class B2 / Class B8				
11	89		Disused	No	07/02336/CAC – EXPIRED	To Be Demolished				
12	352	395	Office	No	07/02326/CAC – EXPIRED	To Be Demolished				
12	353		Bunker	No	07/02329/CAC – EXPIRED	To Be Demolished				
12	354	336	Workshop	Yes	Lead Appeal	Class B2	336			
12	381	169	Tanker garage	Yes	10/01118/F	Storage			169	
19	151	3,927	A Frame hangar – warehouse	Yes	10/01642/OUT	Class B2 / Class B8			3,927	
19	157	239	Store	Yes	07/02297/CAC – EXPIRED	Class B8			239	
19	170		Electric sub-station	No	07/02298/CAC – EXPIRED	To Be Demolished				
19	171	748	Office	No	07/02298/CAC – EXPIRED	To Be Demolished				
20	315	3,085	A Frame hangar – warehouse	Yes	11/01428/F	Class B8			3,085	
20	316	251	Workshop	Yes	11/01429/F	Class B8			251	
20	317	227	Workshop	Yes	13/01106/F	To Be Demolished				
20	318	340	Workshop	Yes	12/01208/F	Class B2	340			
20	UH40		Electric sub-station	No		Attached to no. 315				
21	424		Store (Area B)	Yes	10/01117/F	On-site training centre				
21	368 K		Offices/Mess Accommodation (Squadron Building)	No		Nil Use				
21	369	378	Admin/ Store (part of 79th squadron complex)	No	10/01119/F	Nil Use				
22	3204	142	Administration bungalow	No		Nil Use				
23	1102	138	Southern Conventional Arms Store - storage structure	Yes	Lead Appeal	Class B8			138	
23	1103	177	Southern Conventional Arms Store - storage structure	Yes	Lead Appeal	Class B8			177	
23	1105	138	Southern Conventional Arms Store - storage structure	Yes	Lead Appeal	Class B8			138	
23	1106	138	Southern Conventional Arms Store - storage structure	Yes	Lead Appeal	Class B8			138	
23	1108	348	Southern Conventional Arms Store - maintenance structure	Yes	Lead Appeal	Class B8			348	
23	1109	200	Large Portacabin used by Cosmic Fireworks as Reception and Offices.	Yes	Lead Appeal	Class B1	200			
23	1111	367	Warehouse/Store Building.	Yes	Lead Appeal	Class B8			367	
23	1115	149	Pallet Store	Yes	Lead Appeal	Class B8			149	
23	1159	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1160	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1161	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1162	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1163	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1164	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1181	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1182	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1183	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1184	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1185	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1601	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
23	1602	139	Southern Conventional Arms Store - igloo	Yes	Lead Appeal	Class B8			139	
B1	5022		Timber Clad Unit	No		Nil Use				

Phase	Building Number/ Plan Reference	Floor Space (where known)	Description	Planning	Planning Ref.	Approved Use	Demolition by Use Class			
							B1	B2	B8	Sui Generis
DEMOLITION UNDER PD										
10	416		Building to the north of 268	No		Nil Use				
10	276		Sub-Station	No		Nil Use				
10	392		Fuel storage tank	No		Nil Use				
10	1403		Water Tank	No		Nil Use				
10	POL 2		Various storage tanks	No		Nil Use				
11	81	64	Disused	Yes	12/00623/CAC	To Be Demolished				
11	85		Store	No		To Be Demolished				
11	89 A		Petrol pump booth	Yes	10/01642/OUT	Sui Generis				
11	89 B		Blast separation wall	No		To Be Demolished				
11	89 C		Containers (Zno.)	No		To Be Demolished				
12	360A		EWS pit	No		To Be Demolished				
18	89 C		Containers	No		To Be Demolished				
19	158	53	Store	Yes	Lead Appeal	To Be Demolished			53	
21	361		Sub station (Area 8)	No		Nil Use				
21	197	2	Pumping Station	No		Nil Use				
21	368 A		Boiler Plant Room Building. Associated with Building 370	No		Nil Use				
21	399	54	Store (Area 8)	No		Nil Use				
21	UH75		Tank	No		Nil Use				
21	-		Building south west of UH75	No		Nil Use				
21	362		Sub station (Area 8)	No		Nil Use				
22	189	7	Pill Box	No		Nil Use				
22	365		POL Structure - Fuel storage tank.	No		Nil Use				
22	371	89	Admin/ Store (part of 79th squadron complex)	No		Nil Use				
22	375A		Fuel storage tank	No		Nil Use				
22	375B		Fuel storage tank	No		Nil Use				
22	375C		Fuel storage tank	No		Nil Use				
22	375D		Fuel storage tank	No		Nil Use				
22	376		POL Grass Petrol Mound	No		Nil Use				
22	377		Fuel Storage Tank	No		Nil Use				
22	379		Sub station (Area 8)	No		Nil Use				
22	382		Fuel Storage Tank	No		Nil Use				
22	389		Sub station	No		Nil Use				
22	1104	89	Store (89 sq.m.)	Yes	Lead Appeal	Class B8			89	
22	1832		Sunken bunker	No		Nil Use				
22	1840		Sub station	No		Nil Use				
22	1841		Sunken bunker	No		Nil Use				
22	3204 A		Sewage tank	No		Nil Use				
22	UH17		Store	No		Nil Use				
22	POL 20		Fuel storage tank	No		Nil Use				
22	POL 25A		POL Grass Petrol Mound	No		Nil Use				
22	POL 25B		Fuel Storage Tank	No		Nil Use				
22	365 POL 5		Fuel Storage Tank	No		Nil Use				
23	186 CAS	7	Pill box (Area 9)	No		Nil Use				
23	385		Fuel storage tank	No		Nil Use				
23	386		Fuel storage tank	No		Nil Use				
23	387		Sub station	No		Nil Use				
23	1100	34	Gate house. Used by Cosmic Fireworks as Drivers Rest Room.	Yes	Lead Appeal	Class B8			34	
23	1107		EWS tank and enclosure	No		Nil Use				
23	1112	60	Store	Yes	Lead Appeal	Class B8			60	
23	1113	100	Southern Conventional Arms Store - Storage structure	Yes	Lead Appeal	Class B8			100	
23	1114	37	Store	Yes	Lead Appeal	Class B8			37	
23	1119	42	Generator. Store adjacent to Southern Bomb Stores.	No		Nil Use				
23	1140		Shelter	No		Nil Use				
23	1153		Tank	No		Nil Use				
23	UH53		WC Portacabin	No		Nil Use				
31	359		Sub-station	No		Nil Use				
Total Demolition By Use Class							200	676	11,475	
Overall Total of Employment Consented Floorspace to be demolished							12,351			

INSET AREA - SOUTHERN BOMB STORE	
Concrete walls	<p>surrounding buildings 385 and 386</p> <p>3.5 metre high wall surrounding building 1108</p>
Earth mounds	<p>To the rear and sides of building 1105</p> <p>To the rear and side of building 1114</p> <p>To the north of building 1115 and extending westerly</p> <p>Eastern edge of the mound to the north of UH51/52</p>



SECOND SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL - AFFORDABLE HOUSING

1. DEFINITIONS

1.1 In this Schedule and the Twentieth Schedule the following additional definitions shall apply (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):-

Expression	Meaning
"the 2008 Act"	the Housing and Regeneration Act 2008 (as amended or any statutory provision amending or replacing the same)
"Affordable Housing"	housing for sale or rent that will be available for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers) and which meets the definition in Annex 2 of the NPPF
"Affordable Housing Scheme"	<p>a scheme submitted to and agreed by the District Council pursuant to paragraph 3.1 of this Schedule in relation to the Phase to which the scheme relates which sets out:</p> <ul style="list-style-type: none">• details of the number and locations of the Affordable Housing Dwellings within the Phase with no more than ten Affordable Housing Dwellings of the same tenure or fifteen Affordable Housing Dwellings of different tenures to be adjoining or adjacent to each other unless otherwise approved in writing by the District Council• details of the types and size of the Affordable Housing Dwellings within the Phase provided that the Affordable Housing Dwellings shall be in a range of unit types and sizes having regard to the mix of Market Dwellings in that Phase;• the tenures of the Affordable Housing Dwellings within the Phase to which the scheme relates which shall reflect the Affordable Housing Tenure Mix;

Expression**Meaning**

- the Affordable Housing Standards arrangements for the Affordable Housing Dwellings within the Phase to which the scheme relates;
- how it accords with the Framework Affordable Housing Scheme and be accompanied by an update to that Framework Affordable Housing Scheme to demonstrate the cumulative total of Affordable Housing Dwellings and their tenures provided as a contribution towards the Overall Objective

"Affordable Housing Site"

any part or parts of the Site or any building or any buildings 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 from the 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 Dwellings shall comply namely:

- be constructed to the standards set out in Table 1 of the NDSS being (in m²):

bed-rooms	bed spaces	No of			Built-in storage
		1	2	3	
1	2	50	58		1.5
2	4	70	79		2.0
3	5	86	93	99	2.5
4	7	108	115	121	3.0
5	8	121	128	134	3.5

Expression

Meaning

PROVIDED THAT where NDSS shall cease to be in force or exist and shall not be replaced with an equivalent replacement standard then the Affordable Housing Dwellings shall not need to comply with the NDSS and the Affordable Housing Dwellings shall instead be constructed in accordance with the relevant Building Regulation standards applicable at the time of Construction;

- designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings;
- 50% of the Affordable Rented Housing within the Phase to meet Building Regulation Approved Document Part M4(2) Category 2 Accessible and Adaptable Dwellings
- 1% of Affordable Rented Housing (rounded up to the nearest whole dwelling) on the Site to meet Building Regulations Approved Document Part M4(3) Category 3(2)(b) Wheelchair User Dwellings.

"Affordable Housing Tenure Mix"

the mix of dwelling types as set out in the annex to this Schedule and their tenures of the Affordable Housing Dwellings and shall be supplemented by the provisions of the Extra Care Scheme and whereby at least SEVENTY PER CENT (70%) shall be Affordable Rented Housing and the remainder shall be Shared Ownership Housing or such alternative mix of dwelling types and tenure as at any time may be agreed between the Owner and the District Council and shall then be reflected in an update to the Framework Affordable Housing Scheme

"Affordable Rented Housing"

rented housing provided by Registered Providers to Qualifying Persons which is not subject to the national rent regime but shall be in line with HCA's Rent Standard

Expression	Meaning
	Guidance for Affordable Rent and in accordance with the District Council's tenancy strategy, the rents shall be no more than 80% of the local market rent (including Service Charge) or the relevant Local Housing Allowance rate in force at the time the property is advertised for letting whichever is the lower
"Allocate"	any procedure whereby there are conferred or transferred rights of residential occupation in respect of an Affordable Housing Dwelling which could for the avoidance of doubt include the first occasion on which an Affordable Housing Dwelling is occupied and any subsequent changes in the occupier and 'allocating' 'allocated' and 'allocations' should be construed accordingly
"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 (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the Registered Provider of the Affordable Housing Site or any part of it
"Extra Care Scheme"	a scheme which details the provision of accommodation (number, size and tenure of units and whether any of those units shall be provided as Affordable Housing) to Qualifying Occupiers

Expression	Meaning
"Extra Care Units"	the units of accommodation to provided for and occupied by Qualifying Occupiers
"Framework Affordable Housing Scheme"	a scheme that demonstrates compliance with the Overall Objective across the whole of the Pink Land and shows an indicative percentage of Affordable Housing Dwellings in each Phase (save Phase 10) of no less than 25% and no more than 35% of the Dwellings are to be Affordable Housing unless otherwise agreed in writing with the District Council which has been submitted to and approved by the District Council pursuant to paragraph 3.1 below
"Help to Buy Agent"	that organisation which is appointed by the Homes and Communities Agency to assess eligibility for and market low-cost home ownership products
"Infrastructure"	in relation to each Affordable Housing Site: <ul style="list-style-type: none"> • 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 Owner's 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;

Expression

Meaning

and the following services:

- a standard fire hydrant supply and fire hydrants in the public highway or in any other readily accessible positions such 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 to the Development to provide a spur to the Affordable Housing Site (final locations to be agreed with the Registered Provider);

PROVIDED THAT the Owners shall not be responsible for incurring the costs of any connection charges or actual supply for such Infrastructure to the Affordable Housing Site nor to the Affordable Housing Dwellings

"Mortgage Land"

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

Expression	Meaning
"NDSS"	the statutory guidance entitled 'Technical housing standards – nationally described space standard' published 27 March 2015 by the Ministry of Housing, Communities and Local Government or such other equivalent space standards as may be issued as a replacement thereof
"Nominations Agreement"	an agreement which shall be entered into between the District Council and any Registered Provider, both parties acting reasonably, in relation to the Affordable Housing Dwellings within a Phase and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to the Affordable Housing Dwellings
"Overall Objective"	is defined in paragraph 2 of this Schedule
"Qualifying Occupiers"	<p>those persons who qualify to occupy an Extra Care Unit who shall be an individual (or a couple where one of such occupiers is)</p> <ul style="list-style-type: none"> - aged 55 or over at the date of first Occupation or - suffering from a permanent physical or mental illness or disablement <p>and who has contracted to receive no less than 1.5 hours of personal care per week from the operator of the Extra Care Scheme</p>
"Qualifying Persons"	those persons who are assessed by the District Council under its current Allocations Scheme and are nominated to Affordable Rented Housing and Social Rented Housing (if provided) in accordance with this Allocations Scheme and the Nominations Agreement
"Registered Provider"	a private provider of Affordable Housing which is designated in the register maintained by the Regulator or

Expression**Meaning**

any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the 2008 Act as a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the 2008 Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the 2008 Act and 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 and Heyford Regeneration Limited (RP Reg No 4796) is so approved

"the Regulator"

the Regulator of Social Housing constituted pursuant to the 2008 Act 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 HCA Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between 10% - 75% of the equity in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge a rent of up to 2.75% on the unsold equity

"Social Rented Housing"

Affordable Housing occupied as rented housing owned and managed by Registered Providers for which guideline target rents are determined through a national rent regime as described in Annex 2 of the NPPF

Expression	Meaning
“Staircasing”	the exercise by the owner-occupier of a Shared Ownership Dwelling of the right to purchase additional equity shares up to 100% of the entire interest in the Affordable Housing Dwelling, following which the rent payable to the Registered Provider shall be reduced proportionally and ‘Staircases’ or any other derivative thereof shall be construed accordingly

2. OVERALL OBJECTIVE

2.1 It is agreed that no less than THIRTY PERCENT (30%) of the Dwellings shall be Affordable Housing Dwellings and in this Schedule this is referred to as the Overall Objective

2.2 If the Affordable Housing Scheme in respect of any Phase proposes that either:

2.2.1 less than THIRTY PER CENT (30%) of the Dwellings proposed in that Phase are to be Affordable Housing Dwellings, or

2.2.2 less than SEVENTY PER CENT (70%) of those Dwellings proposed as Affordable Housing Dwellings are Affordable Rented Housing

(taking account of the need to provide whole numbers of such Affordable Housing Dwellings) then the District Council may reject such proposed Affordable Housing Scheme unless it accords with the Framework Affordable Housing Scheme and the District Council is satisfied that the Overall Objective will be achieved either because an undertaking enforceable by the District Council is given (whether pursuant to Section 106 of the 1990 Act or otherwise) as regards future Phases and/or the Framework Affordable Housing Scheme (as updated pursuant to the submission and approval of the Affordable Housing Scheme for each Phase) satisfactorily demonstrates that the Overall Objective shall be achieved across the Site as a whole

3. AFFORDABLE HOUSING SCHEME AND FRAMEWORK AFFORDABLE HOUSING SCHEME

3.1 The Owners covenant with the District Council that they shall not Commence or cause or permit the Commencement of the Development on the Pink Land until a Framework

Affordable Housing Scheme has been submitted to and approved by the District Council in writing

- 3.2 The Owners covenant with the District Council that they shall not Commence or cause or permit the Commencement of the Development on any Phase which includes Dwellings until the Affordable Housing Scheme for that Phase that accords with the Framework Affordable Housing Scheme has been submitted to and approved by the District Council in writing;
- 3.3 The Owners may to seek to amend the Framework Affordable Housing Scheme at any time following the initial approval thereof but the District Council shall not be obliged to approve any proposed amendment unless it is satisfied that the proposed amended Framework Affordable Housing Scheme achieves the Overall Objective
- 3.4 The Owners may to seek to amend any approved Affordable Housing Scheme at any time following the initial approval thereof provided that such proposed amended Affordable Housing Scheme accords with the Framework Affordable Housing Scheme (as may be subject to amendment contemporaneously in accordance with paragraph 3.3)

4. PROVISION AND USE

4.1 The Owners covenant with the District Council:

- 4.1.1 to provide the Affordable Housing Dwellings in a Phase in accordance with the Affordable Housing Scheme as approved for that Phase.
- 4.1.2 not to Occupy more than thirty five per cent (35%) of the Market Dwellings on any Phase until there has been provided the Infrastructure to serve the Affordable Housing Site and the Affordable Housing Dwellings on that Phase at no cost to or other contribution by the Registered Provider; and
- 4.1.3 not to Occupy any more than 75% of the Market Dwellings within the Phase unless and until the Affordable Dwellings within the Phase have been Constructed and made ready for Occupation and the Affordable Housing Site together with the Affordable Housing Dwellings Constructed thereon have been Transferred (which in this context shall include a lease of at least 125

years and may be subject to more than nil consideration) to a Registered Provider

4.2 Subject to paragraph 5 the Owners covenant with the District Council:

4.2.1 not to 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 the Affordable Housing Scheme for the relevant Phase and otherwise herewith;

4.2.2 not without the consent in writing of District Council to Transfer any interest in the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon except to a Registered Provider provided that consent shall not be required for any mortgage or charge of the freehold interest and provided that this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings within either the Affordable Rented Housing or the Shared Ownership Housing;

5. CHARGE OWNER/OCCUPIER AND UTILITY EXEMPTIONS

5.1 The provisions of paragraph 4.2 above will not be binding on a Chargee or a bona fide purchaser for value from a Chargee or the successors in title of such purchaser if the Chargee:

5.1.1 shall first give written notice to the Council of its intention to dispose of the Mortgage Land (which in this context includes any part thereof) and

5.1.2 shall have used reasonable endeavours over a period of three months from the date of the written notice referred to in paragraph 5.1.1 above to complete a disposal of the Mortgage Land to another Registered Provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

5.1.3 if such disposal has not completed within the three month period

5.2 Subject to compliance with the provisions of paragraph 5.1 above the Chargee shall be able to sell the Mortgage Land free from the restrictions in paragraph 4.2 with the effect that they shall cease to bind any person obtaining title to the Mortgage Land and shall determine absolutely.

5.3 The provisions of paragraph 4.2 will not be binding on:

5.3.1 any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire

5.3.2 any owner of Shared Ownership Housing who has Staircased up to 100% (or any successor in title thereto)

5.3.3 a purchaser of any completed Affordable Housing Dwelling where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the 2008 Act

5.3.4 any mortgagee or chargee of any such purchaser or owner as mentioned in sub-paragraphs 5.3.1 5.3.2 and 5.3.3 above 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

6. **EXTRA CARE HOUSING**

6.1 The Owners covenant with the District Council

6.1.1 to submit and secure the approval of the District Council for the Extra Care Scheme prior to the Occupation of any more than 300 Dwellings which scheme shall confirm whether the accommodation to be provided will fall within class C2 or C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) and thereafter to provide the Extra Care Units in accordance with the Extra Care Scheme and PROVIDED THAT

(a) Where the Extra Care Scheme demonstrates that the Extra Care Units shall be provided within Use Class C3 the Extra Care Scheme shall

secure the provision of 30% (thirty per cent) of the Extra Care Units as Affordable Housing Extra Care Units; and

(b) the Affordable Housing Tenure Mix shall be amended to reflect the provision of the Extra Care Units as either within Use Class C2 or C3 accordingly

6.1.2 Not to Occupy any more than 300 of the Dwellings unless and until it has submitted and secured the approval of the District Council for the Extra Care Scheme

6.1.3 To secure and notify the District Council of the identity of the operator for the Extra Care Scheme prior to the Occupation of any more than 800 Dwellings

6.1.4 Not to Occupy any more than 800 of the Dwellings unless and until it has secured and notified the District Council of the operator of the Extra Care Scheme

7. ALLOCATION

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 and if provided any Social Rented Housings shall only be Allocated to Qualifying Persons in accordance with the District Council's Allocations Scheme and in accordance with the terms of the Nominations Agreement;

7.2 the Shared Ownership Housing shall be marketed through the Registered Provider's website or other marketing media used by the Registered Provider or where possible 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.

8. DISPOSAL TO OTHER REGISTERED PROVIDERS

For the avoidance of doubt, if the Affordable Housing Dwellings are vested or disposed of to another Registered Provider pursuant to a proposal made by the Regulator pursuant to Sections 143A-169 of the 2008 Act then the provisions of this Deed shall continue in respect of such other Registered Provider.

**ANNEX TO THE SECOND SCHEDULE
INDICATIVE AFFORDABLE HOUSING TENURE MIX**

1. AFFORDABLE RENT:

- 38 one-bed flat/maisonettes
- 24 two-bed maisonettes
- 97 two-bed houses
- 56 three-bed houses
- 20 four-bed houses
- 4 two-bed Wheelchair Adapted Dwellings

2. SHARED OWNERSHIP:

- 8 one-bed flat/maisonette
- 10 two-bed flat/maisonette
- 46 two-bed houses
- 36 three-bed houses
- 3 four-bed houses
- 1 two-bed Wheelchair Accessible Dwelling

3. EXTRA CARE SCHEME IMPACTS

3.1 Where the Extra Care Scheme demonstrates that the Extra Care Units will be provided so as to fall within use class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) the Affordable Housing Tenure Mix shall additionally secure the provision of

- 8 x 1bed wheelchair accessible Dwellings for Affordable Rent
- 2 x 2bed wheelchair accessible Dwellings for Shared Ownership

which shall be reflected in an update to the Framework Affordable Housing Scheme

3.2 Where the Extra Care Scheme demonstrates that the Extra Care Units will be provided so as to fall within use class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended)

- a) the Extra Care Scheme shall secure the provision of 30% of the Extra Care Units as Affordable Housing
- b) the Affordable Housing Tenure Mix shall additionally secure the provision of
 - i) 8 x 1bed Dwellings for Affordable Rent
 - ii) 2 x 2bed Dwellings made available for Shared Ownership



THIRD SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL
ALLOTMENTS AND ORCHARD

1. DEFINITIONS

1.1 In this Schedule and the Twentieth Schedule the following additional definitions shall apply (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):

Expression	Meaning
“Allotments” and “Orchard”	those areas of land to be provided within the Pink Land the exact location and extent of which is to be determined through Qualifying Permissions but the anticipated general location of which is shown on the Parameters Plan the total area of which is to comprise no less than 1.194 ha and which will be provided as a combination of: <ul style="list-style-type: none">• allotments in accordance with National Society of Allotment and Leisure Gardeners (NSALG) guidelines and the design and specification of which will be set out in the Allotments Specification; and• a community orchard in accordance with a planting schedule that shall be agreed in advance with the District Council and thereafter created and maintained in accordance with the Community Orchard Specification
“Allotments Specification”	the specification included in the Annex to this schedule which sets out the outline design for the Allotments
“Community Orchard Specification”	the specification included in the Annex to this Schedule that sets out the principles of how the Orchard is to be created and thereafter maintained

2. COVENANTS

2.1 The Owners covenant with the District Council:

2.1.1 Not to Occupy more than 100 Dwellings and in any event prior to the Commencement of Development in relation to Phase 16 until

(a) the layout of the Allotments which shall accord with the Allotment Specification (unless otherwise agreed in writing) and

(b) the planting schedule for the Orchard

have been approved by the District Council

2.1.2 To complete and make ready for public use the Allotments and Orchards as evidenced by the issue of a Practical Completion Certificate prior to the Occupation of more than 500 Dwellings and not to Occupy more than 500 Dwellings until the Allotments and Orchards have been completed and made ready for public use

2.1.3 To provide and maintain the Allotments and Orchard in accordance with the Allotments Specification and the Community Orchard Specification (unless otherwise agreed in writing) and the layout and planting schedule approved by the District Council respectively and in doing so comply with the requirements set out in sub-paragraphs (a) and (b) below

(a) To notify the District Council of completion of the laying out of the Allotments and Orchard and to seek approval of the District Council by the issue of the Practical Completion Certificate and Final Certificate for the Allotments and Orchard in accordance with the same procedure set out in Clause 9.

(b) Within twenty (20) Working Days of the issue of the Practical Completion Certificate in respect of the Allotments and Orchards to offer to Transfer the Allotments to the Management Company.

ANNEX TO THE THIRD SCHEDULE

ALLOTMENT SPECIFICATION AND COMMUNITY ORCHARD SPECIFICATION

1. ALLOTMENT SPECIFICATION

- Full plot size is 250 square metres (or half plot size of 125 square metres)
- Parking spaces to be provided
- 1.7 metre wide macadam paths (with kerb edging) for a wheelchair and ambulant person to travel side-by-side
- Grass paths between plots
- Secure fence and gates to the allotment perimeter
- The main gates should be wide enough for large delivery vehicles
- Potable water supplied to every plot
- Concrete haulage ways are to serve each plot
- Haulage way to be 3 metres wide
- Concrete hard standing for 'manure' and compost delivery for plot holders with unobstructed wheelbarrow access for allotment holders
- Litter bins
- Signage
- Plant boundary hedge (mixed native or single species hedge)
- Preparation of ground of plots for growing.

2. COMMUNITY ORCHARD SPECIFICATION

- The Community Orchard design proposals must ensure that the requirements of light, aeration, shelter and unrestricted accessibility for residents and maintenance operations are addressed.
- Orchard layouts should be sensitive to the surrounding landscape/urban context
- Strong prevailing winds will decimate flowers and insects and fertilisation will fail with poor quality fruit and low quantities. For protection from prevailing winds a hedgerow windbreaks on windward side shall be provided to allow for protection for successful insect pollination and fruit formation of orchard trees.

- Hedgerow windbreaks with native plant species with early leaf and flower formation are necessary, both for benefit of shelter and attraction of insects. A double staggered row hedgerow is required.
- The layout of the orchard trees is not usually irregular. They should be subject to a uniform grid pattern of trees that allows for the necessary and appropriate spacing between trees and rows.
- Suitable varieties with synchronisation of flowering times for the purposes of successful fertilisation and production of fruit must be considered .
- The trees are to have appropriate dwarf root stocks to ensure that they do not achieve a height where fruit picking becomes difficult for residents

FOURTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL
OPEN SPACE AND PLAY AREAS AND SUDS

1. DEFINITIONS

In this Schedule and the Twenty-second 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):

Expression	Meaning
“Approved Sustainable Urban Drainage”	means the surface water drainage for the Pink Land approved or to be approved further to the relevant conditions of the Planning Permission (and, where relevant, by any Qualifying Permission) including provisions for the maintenance and management of the sustainable urban drainage system for each Phase
“Balancing Ponds”	means any balancing ponds to be provided on each and any Phase as determined by Qualifying Permissions
“Ditches/ Watercourses/ Swales”	means any ditches, watercourses and swales to be provided on each and any Phase of the Development as determined by Qualifying Permissions or approved further to conditions attached to the Planning Permission
“Hedgerows”	means those hedgerows shown as being retained or planted in any Qualifying Permission or Public Amenity Space Scheme
“Index Linked”	means adjusted according to any increase occurring between the date hereof and the index value for the quarter period in which any sum required by this Schedule is to be paid in the BCIS All in-Tender Price Index published by the Royal Institution of Chartered Surveyors

Expression	Meaning
"LAP"	means an area of play suitable for younger children mainly aged between 2 - 4 years of age (to include inter alia a landscaped buffer zone of 400sq m in addition to an activity area of no less than 100 m ²)
"LEAP"	means an equipped area of play suitable for children between the ages of 4 and 6 with an activity area of 400 m ² within a total area of 3,600m ² which area shall include a landscaped buffer zone
"Management Company Default Sum"	a sum to be paid into the ManCo Default Escrow Account as defined in the Twenty-second Schedule and calculated in accordance with paragraph 7.1 below in respect of each Phase and applied in accordance with the provisions of the Twenty-second Schedule to be accessible by the District Council in the event of default or failure by the Management Company to maintain any Public Amenity Space and/or SUDS in the relevant Phase that are transferred to the Management Company
"Management Company Monitoring Payment"	means the sum of FIFTEEN THOUSAND POUNDS (£15,000) Index Linked to be paid to the District Council towards the District Council's costs of monitoring of the Management Company's performance in the maintenance of the Public Amenity Space
"Management Scheme"	written schemes detailing ongoing maintenance of any Public Amenity Area or SUDS within a Phase prepared in accordance with the Landscape Technical Specification (to the extent relevant) which shall detail the frequency and standard of maintenance of the relevant parts of the Public Amenity Area and/or SUDS within that Phase that are the subject of the relevant scheme together with measures to replace any trees

Expression	Meaning
	shrubs or turf that may die or become diseased following implementation of the relevant scheme
“Management Company Forward Funding Sum”	the sum required for the Management Company to maintain the Public Amenity Space and the SUDS in a Phase assuming that 50% of the Dwellings on a Phase are unoccupied and are not paying a Service Charge calculated in accordance with paragraph 7.2 below for the relevant Phase and applied in accordance with the provisions of the Twenty-second Schedule
“NEAP”	a Neighbourhood Equipped Area of Play which is an area of open space specifically designated, laid out and equipped mainly for older children but potentially with play opportunities for younger children as well with an activity zone minimum of 1,000 m ² within a total area, including a buffer zone, of 8,500 m ²
“Mature Trees”	means those trees on a Phase to be retained as part of the landscaping thereof and shown as such on a Qualifying Permission and as part of a Public Amenity Space Scheme
“New Woodland”	means any woodland shown on a Qualifying Permission or a Public Amenity Space forming part of a Phase
“Play Areas”	means each and any LAP, LEAP and NEAP
“Public Amenity Space”	means the areas comprising Play Areas, the Informal Open Space and Open Space to be provided on the Pink Land as determined by Qualifying Permissions for individual Phases which shall include informal open space, greenways, and green routes that are not otherwise addressed separately by this Schedule and that are to be free of buildings and other substantial structures and are to be landscaped as an amenity for the residents and commercial occupiers and other users of the Development and the general public and includes the

Expression	Meaning
	Hedgerows and Mature Trees and any of them and may include SUDS subject to paragraph 6.2 below
"Public Amenity Space Scheme"	means a scheme for the provision, laying out, landscaping and equipping (if appropriate) of the Public Amenity Space within a Phase submitted to the District Council for approval in accordance with paragraph 3.1.1 below
"SUDS"	the sustainable urban drainage to be provided within a Phase which shall comprise Balancing Ponds and/or Ditches/Watercourses/Swales which shall be the subject to the Approved Sustainable Urban Drainage

2. PLAY AREAS

2.1 The Owners covenant with the District Council that it:

2.1.1 will provide at least 4 LEAPs and at least 5 LAPs on the Pink Land in accordance with the Parameters Plan

2.1.2 will provide the Play Areas as part of the Development in accordance respectively with each Public Amenity Space Scheme and will not at any time following its practical completion as evidenced by the issue of a Certificate of Practical Completion use any Play Area nor cause or permit it to be used for any purpose other than as children's play areas or general recreation/amenity area;

2.1.3 will not Occupy more than:

(a) 225 Dwellings until the broad location and proposed equipping for the NEAP has been approved in writing by the District Council; and

(b) 800 Dwellings until at least one NEAP has been Constructed in accordance with the approved broad location and the appropriate Public Amenity Space Scheme and a Practical Completion Certificate issued in respect thereof

2.2 The provisions of Clause 9 shall apply to the obligations in this Paragraph 2 and in addition the Owner

2.2.1 will provide to the District Council for each and every LAP, LEAP and NEAP prior to the inspection required for the purposes of securing a Practical Completion Certificate and a Final Completion Certificate , a RoSPA post installation report and Risk Assessment for that LAP, LEAP or NEAP (which RoSPA report and Risk Assessment must be satisfactory to the District Council (acting reasonably) none of which RoSPA reports shall be more than 11 (eleven) months old at the date they are provided to the District Council (unless otherwise agreed in writing between the District Council and the Owners).

2.2.2 will on completion of the Transfer of each Public Amenity Space containing a Play Area hand over and assign to the Management Company any suppliers or contractors' warranty relating to any play equipment and its installation on that Play Area and supply the District Council with a copy thereof;

3. **PUBLIC AMENITY SPACE**

3.1 The Owners covenant with the District Council that where a Phase contains any Public Amenity Space it will:

3.1.1 not Commence the Development on that Phase until there has been submitted in writing to and approved by the District Council the Public Amenity Space Scheme and a Management Scheme for the Public Amenity Space on that Phase that

(a) details of the precise locations of the Public Amenity Space to which the respective scheme relates;

(b) sets out a timetable for carrying out the works, equipping (where relevant) and the planting comprised in the laying out landscaping of the Public Amenity Space to which the respective scheme relates;

(c) demonstrates that provision is made to ensure that the Play Areas within that Phase are suitable for disabled users and

- 3.1.2 carry out and complete the laying out landscaping and equipping (where applicable) of the Public Amenity Space in accordance with the approved Public Amenity Space Scheme for the Phase and to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate;
- 3.1.3 not to Occupy more than 75% (or such higher percentage as may be agreed in writing by the District Council) of the Dwellings within any Phase until such part of the Public Amenity Space has been completed and laid out in accordance with the relevant Public Amenity Space Scheme
- 3.1.4 upon completion of the laying out and landscaping of the Public Amenity Space seek approval of the District Council by the issue of a Practical Completion Certificate and a Final Completion Certificate for these areas in accordance with the procedure set out in Clause 9;
- 3.1.5 following the issue of a Practical Completion Certificate in respect of an area of Public Amenity Space manage the same in accordance with the Management Scheme as approved for that area of Public Amenity Space

4. USE AND MAINTENANCE OF PUBLIC AMENITY SPACE

The Owners:

- 4.1 shall not following the identification of a Play Area grant or cause or permit to be granted any new rights or easements over that part of a Public Amenity Space containing a Play Area (save those that exist as at the date of this Deed) without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) PROVIDED ALWAYS THAT this paragraph 4.1 shall apply only to the identified area of play and not the landscaped buffer zone and shall not restrict or prohibit the Owner from granting or causing or permitting to be granted any such rights or easements over any other areas of Public Amenity Space or SUDS
- 4.2 following the issue of a Practical Completion Certificate for a Public Amenity Space shall allow an unrestricted right for the public to use and access each Public Amenity Space at all reasonable times PROVIDED THAT the use of and access may be restricted in in the following circumstances:

- 4.2.1 in the event of emergency such that access and use by the general public should be prevented for reasons of health and safety or security alerts for any period as may be appropriate in the circumstances without prior written approval of the District Council;
 - 4.2.2 in the event of any works to the Public Amenity Space or any element of the Approved Sustainable Urban Drainage needing to be undertaken which would necessitate as a direct result of the said works, access and use by the general public being prevented provided that if such closure is to last longer than 7 Working Days in order to ensure effective completion of the works then the Owners shall first obtain the District Council's prior written approval (the District Council shall not unreasonably withhold or delay such approval) to the closure SAVE THAT in the event such closure is required for a period in excess of 7 Working Days for health and safety or security alerts the Owners shall not be required to obtain the District Council's prior written approval;
 - 4.2.3 ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance; and
- 4.3 maintain each Public Amenity Space and SUDS in accordance with the Landscape Technical Specification (where relevant) and the relevant Management Scheme to the reasonable satisfaction of the District Council until the transfer required by Clause 9 is completed;

5. **SUDS**

- 5.1 The Owners covenant with the District Council that where a Phase contains any SUDS it will
 - 5.1.1 carry out and complete the provision of the SUDS in accordance with the details approved pursuant to the Planning Permission or (where relevant) a Qualifying Permission as evidenced by the issuing of a Practical Completion Certificate;
 - 5.1.2 upon completion of the provision of the SUDS to seek approval of the District Council by the issue of a Practical Completion Certificate and a Final

Certificate for these areas in accordance with the procedure set out in Clause 9

- 5.2 Within two months of the issue of the relevant Final Certificate for the Balancing Ponds, Ditches/Watercourses/Swales, or Approved Sustainable Drainage the Owners will offer to Transfer the relevant part of the SUDS to the Management Company
- 5.3 The Owners will continue to maintain each and every part of the SUDS pursuant to the relevant approved Management Scheme for those areas to the reasonable satisfaction of the District Council and maintain adequate public liability insurance for those areas until the date of completion of the Transfer referred to above

6. OTHER COVENANTS

6.1 The Owners covenant that

6.1.1 no Play Area shall be located on any part of the land on which the Approved Sustainable Urban Drainage for the Development has been provided unless the District Council agrees otherwise in writing;

6.1.2 no site compound or storage area for building equipment, heavy plant or machinery, lubricants, fuel or other chemicals or substances capable of contaminating land, or temporary or moveable structures shall be located, set up or stored on any area of the Site approved as

(a) a Play Area; or

(b) any other Public Amenity Space

without the prior written consent of the District Council which consent may be given subject to reasonable conditions to protect that area for its intended future use pursuant hereto

6.2 The parties agree that the Public Amenity 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

7. CALCULATION OF MANAGEMENT COMPANY DEFAULT SUM AND MANAGEMENT FORWARD FUNDING SUM

7.1 The Management Company Default Sum in respect of the area of Appropriate Land within each Phase is calculated as follows

£280.04 per Mature Tree

PLUS

£26.60 per linear metre of Hedgerows

PLUS

£35.02 per square metre of New Woodland Planting

PLUS

£12.65 per square metre of Public Amenity Space (less so much thereof that is Play Area or SUDS)

PLUS

£36,135.03 per LAP

PLUS

£159,582.99 per LEAP

PLUS

£388,276.31 per NEAP

PLUS

10% of the capital cost of providing each Play Area

PLUS

£66.05 per square metre of Balancing Pond

PLUS

£120.32 per linear metre of Ditches/Watercourses/Swales

PLUS

£26.86 per square metre of Orchard

PLUS

£7.16 per square metre of Allotment

as shown on the Qualifying Permission and/or the Public Amenity Space and Approved Sustainable Urban Drainage Scheme for the Phase the resultant sum being divided by fifteen and that sum being Index linked

7.2 The Management Company Forward Funding Sum in respect of the area of Appropriate Land within a Phase is calculated as follows

£280.04 per Mature Tree

PLUS

£22.71 per linear metre of Hedgerows

PLUS

£29.90 per square metre of New Woodland Planting

PLUS

£10.80 per square metre of Public Amenity Space (less so much thereof that is Play Area or SUDS)

PLUS

£33,755.86 per Play Area

PLUS

£49.80 per square metre of Balancing Pond

PLUS

£102.75 per linear metre of Ditches/Watercourses/Swales

as shown on the Qualifying Permission and/or Public Amenity Space Scheme and/or Approved Sustainable Urban Drainage Scheme for the Phase the resultant sum being divided by fifteen and that sum being further divided by two and the resultant sum being Index linked

FIFTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – SPORTS PITCHES

1. DEFINITIONS

In this Schedule and in the Twentieth 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):

Expression	Meaning
“Cricket Pitch”	the cricket pitch to be provided on the Development as part of the Sports Pitches which shall comprise 4 (four) wickets and shall otherwise in respect of size and construction generally accord with the Guidance
“Guidance”	the Sport England Natural Turf for Sport Guidance dated 2011
“Pavilion”	the sports pavilion building to be constructed to serve the Sports Pitches and provide changing facilities for users to be constructed as part of the Development in the approximate location as shown on the Parameters Plan (or such other location as agreed in writing with the District Council and approved pursuant to a Qualifying Permission) with the precise location to be determined through Qualifying Permissions and provided and maintained in accordance with the Sports Pitch and Pavilion Specification
“Sports Pitch Area”	means the area identified for the Sports Pitches as part of the Development in the approximate location as shown on the Parameters Plan to a minimum size of 4.2ha as shown on the Parameters Plan
“Sports Pitch and Pavilion Specification”	means 1) the specification according to which

Expression

Meaning

- a) the Sports Pitch Provision shall be laid out and constructed within the Sports Pitch Area and thereafter maintained being generally in accordance with the Guidance which specification shall provide that
- b) the area identified for provision of the Cricket Pitch shall include land for run off and
- c) the orientation of the Sports Pitches shall comply with such Guidance)

or such other specification or guidance for the Sports Pitches as may be proposed by the Owners and approved by the District Council and

- 2) the specification according to which the Pavilion shall be constructed which shall be in substantial accordance with the details at the Annex to this Schedule and to include the baseline provision of changing facilities for the Cricket Pitch but otherwise to reflect the sports which the Sports Pitches are designed to accommodate and which specification shall include detailed designs and a programme of works of construction for the Pavilion

as each element of the specification may be amended by written agreement with the District Council including so as to accord with the requirements of the relevant Qualifying Permission

“Sports Pitches”

the sports pitches to be provided to serve the Development including the Cricket Pitch

2. COVENANTS

2.1 The Owners covenant with the District Council so as to bind the Pink Land:

2.1.1 that before more than 100 Dwellings are Occupied

- (a) the Sports Pitch and Pavilion Specification shall be submitted to the Council for approval; and
- (b) not to Occupy more than 100 Dwellings until such Sports Pitch and Pavilion Specification has been approved.
- (c) to lay out and construct or create the Sports Pitches and the Pavilion in accordance with the Sports Pitch and Pavilion Specification so that they are ready to be used for the designed purpose and not to Occupy more than 300 Dwellings prior to the Sports Pitches and Pavilion having been so laid out created and provided to the reasonable satisfaction of the Council

2.1.2 not to allow or cause or permit to be allowed the laying of any services over under or through the Sports Pitches (which for the avoidance of doubt shall not apply to existing services and for the purposes of this paragraph the Sports Pitches shall only mean the actual playing surface area of the Sports Pitches) unless the exact location (including where relevant the depth) of such services is detailed in the approved Sports Pitch and Pavilion Specification and the District Council is satisfied that:

- (a) there is no reasonable alternative location for those services;
- (b) the laying of services beneath the Sports Pitches will not pose a risk to health and safety;
- (c) the laying of services over under or through the Sports Pitches will not affect the quality of the playing surfaces of the Sports Pitches;
- (d) no access chambers will be sited on the Sports Pitches.

3. COMPLETION AND TRANSFER

3.1 Clause 9 shall apply in respect of the completion of the Sports Pitches

3.2 The Owners shall offer to Transfer each of the Sports Pitches and the Pavilion to the Management Company within 20 (twenty) Working Days of the issue of a Final Certificate

3.3 The Owners shall maintain the Sports Pitches and Pavilion in accordance with the Sports Pitches and Pavilion Specification until the same are Transferred to the Management Company but thereafter shall have no liability for their maintenance

**ANNEX TO THE FIFTH SCHEDULE
SPORTS PITCH AND PAVILION SPECIFICATION**

Changing Pavilion Specification – means a pavilion with:

1. four (4) team changing rooms; and
2. an officials' changing room; and
3. a club room; and
4. a kitchen

with a gross internal floor area of 245 square meters +/- 5% and to a specification as detailed in Sport England Guidance the location and detail specification of which shall be submitted and approved by the District Council

Sports Pitches – means two senior football pitches, two junior football pitches, one cricket pitch to be provided on the Sports Pitches Land all in accordance with Sport England Guidance and in accordance with the Sports Pitches Specification.



SIXTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – ECOLOGY

1. DEFINITIONS

1.1 In this Schedule and the Twentieth 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):

Expression	Meaning
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“Ecology Land”	that part or parts of the Application Site or other land in the ownership or control of the Owners on which the Ecology Scheme is to be implemented as identified in the Ecology Scheme
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“Ecology Scheme”	<p>a scheme to secure</p> <ul style="list-style-type: none">• the delivery of the Ecology Land to include a specification for its planting and timetable for its provision which shall include the details set out in paragraph 2.2 below of this Sixth Schedule; <p>and/or</p> <ul style="list-style-type: none">• the payment of an Ecology Contribution and the trigger(s) for its payment <p>and may include the provision of both an area of Ecology Land and an Ecology Contribution in order that the loss of existing biodiversity on the Site is mitigated in full</p>
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“Ecology Contribution”	the financial contribution which may be payable pursuant to the Ecology Scheme which sum shall be calculated in accordance with the Warwickshire, Coventry & Solihull - Habitat Impact Assessment Calculator or such other biodiversity metric agreed with the District Council (acting reasonably) to ensure that the loss of biodiversity units on the Site which is not compensated by way of provision of Ecology Land is compensated by a financial contribution which reflects this loss plus at least a 3.6% gain as set out in the Heyford Park Ecological Site Management Strategy submitted in support of the Application
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2. COVENANTS

2.1 The Owners covenant with the District Council so as to bind the Pink Land as follows:

2.1.1 to submit and secure approval from the District Council in writing for the Ecology Scheme (in accordance with paragraphs 2.2 and 2.3 below) prior to Occupation of any more than 150 Dwellings

2.1.2 not to Occupy more than 150 Dwellings unless and until the Ecology Scheme has been approved in writing by the District Council

2.2 The Owners covenant with the District Council so as to bind the Pink Land in terms of restrictions on occupations and any parts of the Green Land which are identified as part of the Ecology Land that where the Ecology Scheme proposes planting and/or enhancement of grassland the scheme submitted for approval shall:

2.2.1 identify the exact boundaries of the Ecology Land on which unimproved calcareous grassland will be created;

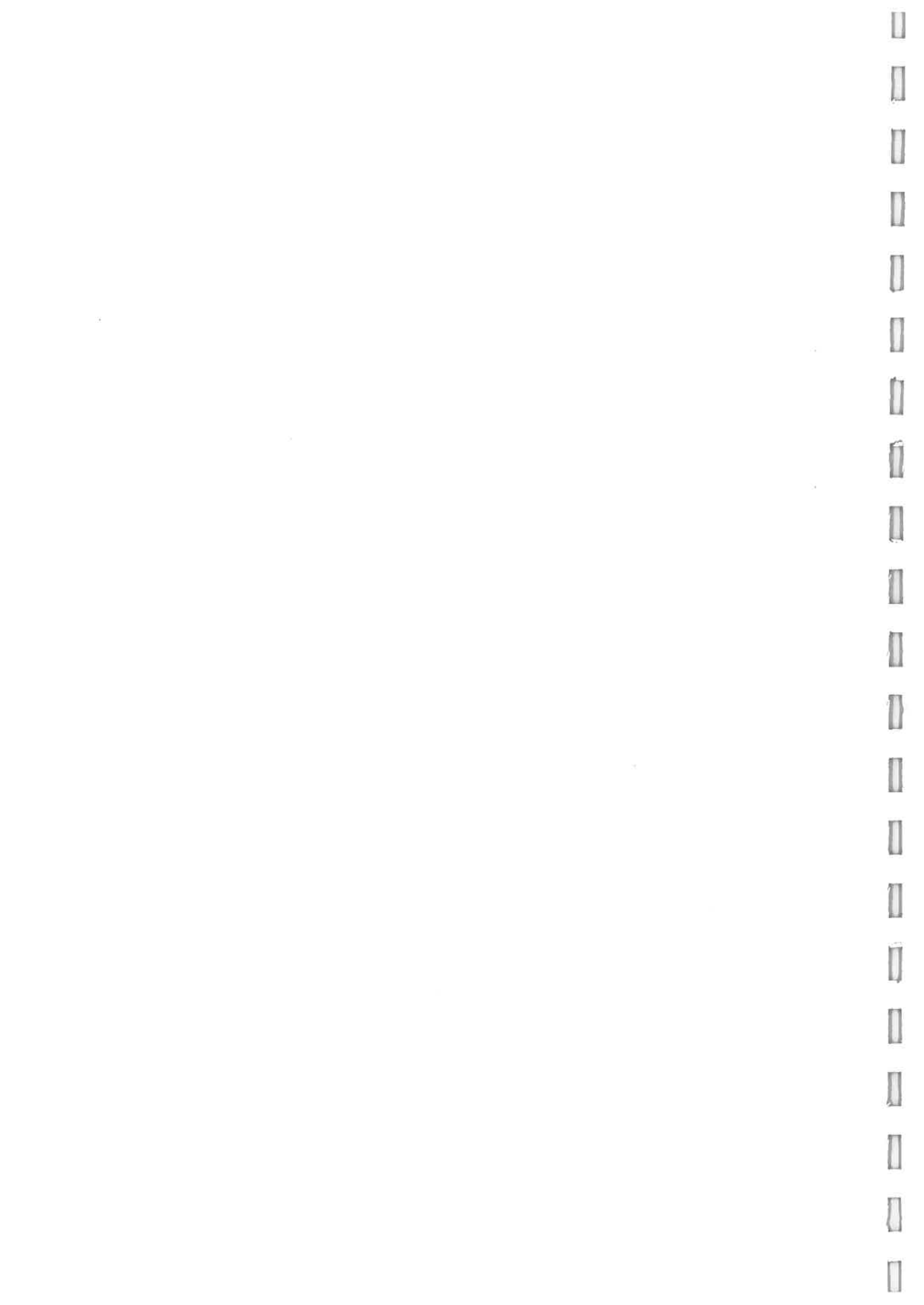
2.2.2 identify the exact boundaries of the Ecology Land on which areas of existing species-poor semi-improved grassland will be brought under management to increase its diversity;

2.2.3 in respect of each area identified in accordance with the above, set out a programme for the assessment, restoration and planting (where necessary) of the identified areas (and for the avoidance of doubt different programmes may be set out for different areas of the Ecology Land) which shall be linked to the anticipated time of loss of those parts of the Site with biodiversity value

2.2.4 where the Ecology Land comprises land outside the Application Site a mechanism for it to be secured for the provision of ecological mitigation for the lifetime of the Development

and the Ecology Scheme shall be implemented in accordance with its terms as approved PROVIDED THAT the Ecology Scheme may be amended from time to time with the written agreement of the District Council

2.3 Where the Ecology Scheme is to secure the payment of an Ecology Contribution the Owner shall make payment of the Ecology Contribution in accordance with its approved terms



SEVENTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – COMMUNITY FACILITY

1. DEFINITIONS

1.1 In this Schedule and the Twentieth 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):

Expression	Meaning
“Community Facility”	a community centre built in accordance with the Community Facility Specification
“Community Facility Specification”	means the specification according to which the Community Facility shall be constructed annexed to this Schedule which shall comprise as a minimum a building with a GIA of no less than 520 square metres to include <ul style="list-style-type: none">• a main hall;• meeting rooms;• kitchen;• toilets;• storage;• reception area; together with an outside area parking area and cycle racks
“Existing Community Centre”	the building and associated facilities which are currently in operation and use as a community centre within Heyford Park as shown on the Heritage Assets Plan (included in the Appendix)
“GIA”	means the gross internal floor area being the area of the building measured to the internal face of the perimeter walls

2. COVENANTS

The Owners covenant with the District Council:

- 2.1 to retain and maintain the Existing Community Centre in accordance with its current approved management and maintenance arrangements until the Community Facility has been completed and a Practical Completion Certificate has been issued in respect thereof
- 2.2 not to Occupy any more than 100 Dwellings until the Community Centre Specification has been approved such specification to include:
 - 2.2.1 a detailed specification of the Community Facility incorporating the items listed in the Community Facility Specification unless otherwise agreed with the District Council; and
 - 2.2.2 detailed designs; and
 - 2.2.3 a programme of works.and to thereafter continue to use reasonable endeavours (including, if so advised, the pursuit of an appeal against refusal of permission to the Secretary of State) to secure a Qualifying Permission for the Community Facility
- 2.3 to construct and equip the Community Facility in accordance with the Community Facility Specification and design and programme of works approved under paragraph 2.2 above and in doing so comply with the requirements of paragraphs 2.5 to 2.6 below
- 2.4 to complete and make ready for public use the Community Facility as evidenced by the issue of a Practical Completion Certificate prior to the Occupation of 340 Dwellings and not to Occupy more than 339 Dwellings until the Community Facility has been completed and made ready for public use and:
 - 2.4.1 to notify the District Council of completion of the construction of the Community Facility whereupon the provisions of Clause 9 shall apply

- 2.4.2 following the issue of the Practical Completion Certificate to continue to maintain the Community Facility until its Transfer to the Management Company whereafter it shall manage and maintain the Community Facility.
- 2.5 Within 20 (twenty) Working Days of issue of the Practical Completion Certificate for the Community Facility the Owner to offer to Transfer the Community Facility to the Management Company
- 2.6 To maintain and operate the Community Facility until it is Transferred to the Management Company



ANNEX TO THE SEVENTH SCHEDULE

HEYFORD PARK COMMUNITY CENTRE – OUTLINE SPECIFICATION

The specification sets out the District Council's requirements for a community facility at the Site

1. OVERVIEW

The community building should be constructed to an overall minimum size of 520 sqm Gross Internal Area (GIA) and should be single or double storey. It must be designed to accommodate a wide variety of activities, including social activities and recreational uses. The aim for the community centre is that the entrance foyer / café could be the heart of the building and provide a valuable meeting hub for the local community.

- 1.1 Occupancy of the various spaces in the building will fluctuate considerably, requiring flexible arrangements which allow subdivision or opening-up to accommodate different user needs.
- 1.2 The Council's general requirements in respect of functions, general spatial arrangement, design, process and size criteria are set out below. However, it should be noted that the Council does not wish to stifle innovative design. The new community building will be expected to complement and enhance the character of its location through sensitive siting, layout and high-quality design.
- 1.3 The community building is to be constructed to enable the highest environmental performance and architectural quality. CDC requires the completed building to achieve BREEAM (Building Research Establishment Environmental Assessment Method) Excellent. It is a priority the centre is low cost to both operate and maintain.

2. LOCATION

The location of the hall is to be as shown on the Parameters Plan.

3. COMMUNITY HALL DESIGN – SPECIFIC REQUIREMENTS

The following are specific requirements which the building design should seek to achieve:

- 3.1 Single- or double-storey construction

3.2 Noise impact to local residents minimised

3.3 Contemporary design

3.4 The main hall should open-up onto an area of green space.

4. COMMUNITY HALL DESIGN - GENERAL REQUIREMENTS

The design of the community hall should also take account of the following requirements:

4.1 All materials to be selected for their durability and low maintenance characteristics and tightly specified.

4.2 The need to reduce the possibility of vandalism and graffiti, inside and out.

4.3 The wall and floor materials to be appropriate for use in heavily trafficked areas.

4.4 The design of the building should:

4.4.1 demonstrate an intelligent use of appropriate active and passive energy conservation methods, including heat recovery

4.4.2 use recycled materials where possible,

4.4.3 use low or no maintenance materials and finishes,

4.4.4 avoid wherever possible use of environmentally damaging materials and processes.

4.4.5 aspire to better current Building Regulations by up to 10% on carbon emissions for Park L2A – 2013 edition.

4.4.6 allow for future load and maintenance of photovoltaics (PVs) to be installed at a later date.

4.5 The design of the building should also:

4.5.1 provide complete access to all areas of the building and site for disabled persons, members of the public and staff alike and be compliant with the latest guidance;

4.5.2 have full WC facilities for male and female, to include low level urinal/wc, wash hand basin and hand drying facilities.

4.6 Acoustics and Noise

The building shall be designed in accordance with the recommendations of the Councils Environmental Health Department in order to minimize and mitigate noise emissions from activities reasonable anticipated to be accommodated

4.7 Fire Safety Measures

4.7.1 Fire escape provision must be designed in accordance with Building Regulation requirements and must satisfy the local Fire Officer.

4.7.2 No combustible material is to be used in the façade.

4.7.3 Prior to first occupation a fire risk assessment shall be carried out and its findings and recommendation complied with e.g. on location and number of fire extinguishers

5. SCHEDULE OF ACCOMMODATION

5.1 Indoor

The centre is to include the following accommodation and spaces:

- Reception / Foyer area - including space for a potential community run café.
- 2 x Halls –Main Hall 160 m² and Community Hall 110m²
- The Main Hall will function as a flexible space with glazing at both ends to maximise the sense of activity throughout the day.
- Dedicated community hall / main hall storage space - The store shall be located between both the Main Hall and Community Room to offer shared storage, ideally accessed via circulation space and from both rooms.
- Administrative Office - located directly in front of the Main Entrance, but with direct lines of sight to all key spaces allowing passive observation at all times..

- Kitchen – which is accessible from both halls and also has a servery into the reception area, providing flexibility.
- Male, Female and Disabled Toilets to include baby changing facilities in both male, female and disabled toilets.
- Plant room located along the western elevation to provide unrestricted access via entrance to the car park and is located away from neighbouring properties. It should also facilitate easy access from incoming services.
- Entrance area – single point entrance to the community centre to maximise usable floor space and enhance security.
- Overhanging roof along the southern elevation, which offers numerous benefits including; (i) solar shading during the summer months to prevent overheating; (ii) potential for PV panels to be located on an enlarged pitched roof area; (iii) shelter for those queuing to enter the building; (iv) covered external seating space; (v) covered cycle/ scooter storage
- Cleaning store with Belfast sink to take bucket and storage for materials. Store could be incorporated into WC facilities due to proximity of drainage / water supplies..

Approximate dimensions are provided in the table below:

Interior Use	Space (m ²)
Reception / Foyer	100
Administrative Office	20
Main Hall	160
Hall Storage	30
Kitchen	40
Flexible Meeting Room(s) (Community Hall)	110
Male w/c	15
Female w/c	15
Disabled w/c	5
Plant	20
Cleaning Store	5

5.2 Outdoor

- Greenspace - an area of 50 m² open space with low maintenance hard and soft landscaping enclosed with low post and rail timber fencing or suitable alternative.
- Parking – 14 spaces to include 2 disabled parking bays
- Install ducting to allow for future installation of electric charging points within the car park.
- Cycle Storage – secured and covered cycle storage to be well related to building entrances / visible from reception. Storage to include provision for children's scooter parking.
- Provision of recycling facilities
- Bin store
- External paved seating area

6. FURNITURE, FIXTURES AND EQUIPMENT

6.1 General Specification Notes – Applicable to All Spaces

Item	Specification
Doors	Wood veneered doors, singly or in pairs, fire resistant as required by the Fire Officer, but all to be solid covered. To incorporate full-glazed vision panels wherever possible Doors to incorporate integrated anti-finger trap design to jambs for example that from Laidlaw ² or equal approved manufacturer.
Architraves, skirtings and window boards.	Painted MDF
Ironmongery including	Satin finished stainless steel are suggested, with matching door closers finger head and kicker plates, numerals and signs.

² <https://www.laidlaw.co.uk/Architectural-Ironmongery/Ironmongery-solutions/Finger-Protection/Integrated-finger-protection.html>

Item	Specification
switches and sockets	All principle internal doors to be fitted with a fob activated access control system, for example i.e.. SALTO 'XS4' electronic locks, 'Neo' electric cylinders or proximity wall readers or equal approved manufacturer.
Ceilings	Subject to design influence, generally expected to be suspended recessed grid with white tiles, containing anti-glare LED luminaries and emergency lighting. Alternative of plasterboard with taped joints and skim finish acceptable for small rooms.
Curtains and Blinds	If the building is to be of contemporary design, for the space or in some areas timber shutters or metal louvre in Lieu of traditional curtains.
Noticeboards	Noticeboards to be provided inside and outside, requirements to be discussed at later stage.
Ventilation	If the building requires to be acoustically sealed, appropriate ventilation systems to ensure ambient temperature throughout the year addressing seasonal changes shall be provided to prevent noise emissions. For areas of high humidity, including kitchen and toilet areas all materials should be non-corrosive in ventilation installations. Strongly advocate the installation of centralised MVHR (Mechanical Ventilation with Heat Recovery) as part of fabric-first energy efficiency strategy
Roller Shutters	Serving areas are to be protected by a roller shutter, lockable and powder-coated to a colour choice, including all operating gears, pelmet boxes and vertical guides. Operation should be electric or by winding handle. Serving hatch provided to main hall, community hall and reception area.
Windows	Advocate the specification of thermally-broken aluminium or composite (aluminium + timber) windows incorporating high-performance triple-glazed units with security at least to the standard of PAS 011 each opening light having a separate security locking device.

Item	Specification
Entrance Doors and Screen	<p>Access doors should be powder-coated aluminium with double glazed units, incorporating laminated glass. Similar construction is required for any side screens to be incorporated. Access doors must be suitable for disabled users and include automatic opening.</p> <p>Doors to incorporate integrated anti-finger trap design to jambs</p> <p>External entrance doors to be fitted with a fob activated access control system³</p>
Stage	<p>Fully demountable folding portable stage approximately 4m x 80% of hall width, consisting of softwood framed marine-ply boxes on lockable heavy duty casters, to be stored in the storage area when not in use.</p>
Lighting	<p>LED lighting to be installed in all areas. LED lighting has reduced ongoing maintenance requirements.</p> <p>Appropriate number of external lights for security and pedestrian access and entrance safety purposes.</p>
Heating	<p>Recommend underfloor heating to maximise benefits of thermal mass and regulating internal environment.</p> <p>Recommend primary heating demand is served by renewable energy source (e.g. air source heat pumps in combination with photovoltaic array at roof level);</p>
Security Alarm	<p>Fully addressable intruder alarm system with door and window contacts, PIR detectors and zoning to allow flexibility of use, to be NACOS approved and the system to BS 4737: 1986</p>
CCTV	<p>Internal and external CCTV coverage.</p>
Fire Alarm	<p>Full system required to BS 5839 part 1.</p>
Floors	<p>Please see detailed criteria for individual spaces.</p>
Walls	<p>Internal brickwork for the hall or acrylic eggshell emulsion for walls</p>
WC	<p>Proprietary cubicles, or blockwork partitions and lightweight doors are equally acceptable.</p>

³ e.g SALTO 'XS4' electronic locks, 'Neo' electric cylinders or proximity wall readers or equal approved manufacturer.

Item	Specification
Sanitary Ware	White vitreous china WCs, wash hand basin bowls, urinals and cleaner sinks throughout. WC cisterns to be concealed behind proprietary panelling system. Low level children's urinals and WC's to be provided. All taps, wastes, spurge pipes and controls are to be in chrome plated brass. Wash hand basin taps are to be non-concessive return type and all wastes are to be captive. All soap dispensers, lockable toilet roll holders are to be in chrome, or coloured nylon coated steel. Warm-air hand-dryers are preferred.
First Aid Kits	Available for each area where appropriate (Main Hall, Community Hall, Kitchen and Office)
Signage	To provide signage to all areas of the community centre.

6.2 Detailed Requirements

6.2.1 Main Hall

Item	Specification
Ceiling	Ceiling to achieve necessary acoustic absorption/reverberation criteria (to be defined by an appointed Acoustic Consultant) via any or all of the following; (a) lay-in grid demountable ceiling tiles; (b) suspended acoustic absorption panels, or; (c) slatted timber acoustic ceiling
Walls	Walls to be finished robustly to withstand impact during recreational use. Acrylic eggshell emulsion is suggested. Proprietary chair rubbing strip all round.
Floor	Suitable multi-purpose floor ⁴ .
Lighting	LED lighting to be installed.

⁴ for example Tarkett 'Omnisports Reference Multi-use 6.2mm' [https://media.tarkett-image.com/docs/BR INT Indoor Sports.pdf](https://media.tarkett-image.com/docs/BR_INT_Indoor_Sports.pdf) or equal approved manufacturer

Item	Specification
	Stage lighting track system or equivalent which can be raised/ lowered into position.
Equipment	<p>Cordless PA system with enough speakers to provide even coverage to all parts of the hall.</p> <p>Ceiling mounted projector and screen</p> <p>Electric Clock</p> <p>Tables and Chairs, numbers to be determined by capacity levels with appropriate chair and table trolley</p> <p>Air-conditioning system or mechanical ventilation system.</p> <p>Noise limiter, connected to PA system and sockets.</p> <p>Servery Counter area lined in stained softwood and melamine surfaced counter-top with stained softwood lipping and Perspex sheet attached to wall below counter.</p> <p>Serving hatch from kitchen.</p> <p>TV / DVD / Blu-Ray Player</p> <p>AV Equipment - Rednet data connections (for music bands/DJs).</p>
Electrics	<p>Normal sockets. Sockets for cleaners, AV equipment, TV Aerial, telephone.</p> <p>Induction loop for hard of hearing.</p>

6.2.2 Community Hall

Item	Specification
Ceilings	Suspended recessed grid, with recessed luminaries
Walls	<p>Walls need to be finished robustly to withstand impact during recreational use. Acrylic eggshell emulsion is suggested.</p> <p>Proprietary chair rubbing strip to all walls.</p>
Floor	Multi-purpose floor finish (as per Main Hall)
Lighting	LED luminaires to be installed.
Equipment	Noticeboards to all walls (except window walls)

Item	Specification
	<p>Clock, 1 no. to each meeting room.</p> <p>Tables and Chairs, numbers to be determined by capacity levels with appropriate table and chair trolley.</p> <p>Air-conditioning unit or mechanical ventilation</p> <p>Noise Limiter</p>
Electrics	<p>Normal sockets. Sockets for PC, office equipment, telephones</p> <p>Community hall AV Equipment - ensure the provision of power/ data/ AV points.</p>

6.2.3 Office

Item	Specification
Ceilings	Suspended with recessed luminaries
Walls	Painted walls desirable. Proprietary chair rubbing strip to all walls
Lighting	LED luminaires to be installed.
Equipment	<p>1 no. Noticeboard.</p> <p>Clock</p> <p>Desk and PC table</p> <p>Tables and Chairs, numbers to be determined by capacity levels.</p> <p>Mechanical extractor</p> <p>Portable projector</p>
Electrics	<p>Normal sockets. Sockets for PC, cleaning, office equipment telephones.</p> <p>Phone point into building and connected to the office.</p>

6.2.4 Café/ Foyer

Item	Specification
Ceiling	Ceiling to achieve necessary acoustic absorption/reverberation criteria (to be defined by an appointed Acoustic Consultant) via any or all of the following; (a) lay-in grid demountable ceiling tiles; (b) suspended acoustic absorption panels, or; (c) slatted timber acoustic ceiling
Walls	Painted walls desirable
Floor	Installed floor finish to be both functional and aesthetically pleasing with the following deemed suitable floor finishes; (a) Slip-resistant porcelain floor tiles ⁵ including 100mm high tiled skirtings with stainless steel trim to achieve a Pendulum Test Value (PTV) >36 (low slip potential) in accordance with BS 7976 Parts 1-3 (b) Wood-effect slip-resistant vinyl ⁶ Removable entrance barrier matting installed within a recessed matwell with stainless steel frame ⁷ ; barrier matting to extend full width x 1.5m in relation to external entrance doors
Floor	"Granwood" type finish.
Equipment	Heavy duty shelving units, lockable mobile boxes, as required.
Lighting	Surface marked luminaries.
Electrics	Sufficient sockets for cleaning gear.

6.2.5 Cleaning Store Cupboard

Item	Specification
Ceiling	Emulsion paint on plasterboard.

⁵ e.g. Nicholls & Clarke 600x300mm 'Cityscape' porcelain tiles from the 'Mode' tile collection

⁶ e.g. Karndean International Ltd. 'Da Vinci' 3mm thick (0.7mm wear layer) x 915mm x 152mm planks

⁷ e.g. Gradus Ltd. 'Esplande Plus Matting' (18mm closed construction) incorporating 'Boulevard 6000' wipers

Item	Specification
Walls	Acrylic Eggshell on plastered walls.
Floor	Quarry tiles or similar
Lighting	Surface marked luminaries.
Electrics	Sufficient sockets for cleaning gear.
Equipment	Cleaning equipment – mop and bucket/wet and dry vacuum Belfast sink for filling cleaning buckets etc.

6.2.6 Kitchen/Servery

Item	Specification
Ceiling	Suspended, with tiles to meet required standard for hygiene purposes, as advised by CDC Environmental Health Department ⁸ .
Walls	uPVC hygienic wall covering with welded joints would provide a more suitable finish ⁹ - full height
Floors	A slip-resistant homogenous/ vinyl floor covering with welded seams and integral coved skirtings would offer a more hygienic and low-maintenance option ¹⁰ to achieve a Pendulum Test Value (PTV) >36 (low slip potential) in accordance with BS 7976 Parts 1-3 Wash down gully in floor.
Equipment	<ul style="list-style-type: none"> • 2 x Cookers (electric fan-assisted) • Hob Units (induction for enhanced safety) • Hot Cupboard • Preparation/Wash Up • Sinks • Toaster • Microwaves • Utensils • Pans

⁸ e.g. Ecophon 'Hygiene Clinic™ E' lay-in grid demountable ceiling tiles with recessed visible grid and tegular edge design

⁹ e.g. Altro 'Whiterock'

¹⁰ e.g. Altro 'Stronghold™30'

Item	Specification
	<ul style="list-style-type: none"> • Urn • Crockery & cutlery • Mixing bowls / jugs • Storage cupboards • Refrigerator • Freezer • Integrated dishwasher • Counter top chill cabinet • Mechanical ventilation on air conditioning. • Mixture of functional seating and tables and relaxed soft seating, numbers to be determined by capacity levels. <p>All catering equipment is to be of commercial quality sourced from reputable suppliers</p> <p>All preparation tables are to be in stainless steel to meet the standards set for hygiene purposes by the District Council's Environmental Health Department.</p>
Lighting	LED luminaires to be installed.
Electrics	Waterproof type switches and sockets throughout.

6.2.7 Toilets – Male, Female, Disabled.

Item	Specification
Ceilings	Suspended ¹¹
Walls	Ceramic tiles, "fleck" paint or a combination of both ¹²
Floor	A slip-resistant homogenous/vinyl floor covering with welded seams and integral coved skirtings would offer a more hygienic and low-maintenance option ¹³ , to achieve a Pendulum Test Value (PTV) >36 (low slip potential) in accordance with BS 7976 Parts 1-3

¹¹ e.g Ecophon 'Hygiene Clinic™ E' lay-in grid demountable ceiling tiles with recessed visible grid and tegular edge design

¹² e.g. Craven Dunhill & Co. Ltd. 200x100mm 'Contract Plus' wall tiles from the 'Contemporary Range'

¹³ e.g. Tarkett 'Safetred Universal Plus'

Item	Specification
Equipment	Cubicles and doors - Cubicle partitions/doors to be constructed from high-density Solid Grade Laminate (SGL) with decorative face both sides <ul style="list-style-type: none"> • Mirrors and shelves above wash hand basins • Toilet roll holders • Soap dispensers • Hand dryers • Sanitary disposal system • Nappy change bin • Baby changing table (wall mounted) – in each toilet • Grab rails, alarm cord and special fittings for disabled use only.
Lighting	Recessed luminaries.
Electrics	Waterproof type.

Male: WC's and urinals, WHB's (+ low level)

Female WC's and WHB's (+ low level)

Disabled WC and WHB

6.2.8 Plant Room, Electrical/Gas Intake

Item	Specification
Ceilings	Eggshell on plasterboard or fire-resistant board.
Walls	Fairfaced blockwork with acrylic eggshell emulsion finish.
Floor	Granolithic or sealed powerfloated concrete finish
Lighting	Surface mounted luminaries.

6.2.9 Bin Store (External)

Item	Specification
Ceiling	Suitable roofing product with plasterboard or fire resistant board and painted.
Walls	Fairfaced brick or block painted.

Item	Specification
Floor	Granolithic or scaled powerfloated concrete
Equipment	Louvered gates to bins area to provide flow of ventilation. External tap for wash down.
Lighting	Surface mounted weatherproof luminaries

6.2.10 Garden/External Areas

- Enclosed greenspace with low maintenance hard and soft landscaping enclosed with low post and rail timber fencing.
- Benches
- External paved seating area - 'Courtyard café' looking onto the 'garden' as a free-flowing extension of the indoor café/foyer space.
- Defibrillator

6.2.11 Car Park

Car parking to be provided outside the community centre with 14 spaced including 2 disabled bays.

6.2.12 Cycle store

Provision of covered area with cycle racks / scooter storage

7. PROCESS

Access to the site will be required during construction by nominated officers of the District Council for the purpose of undertaking clerk of works function and to: .

- 7.1 ensure any specifications are in line with current legislation at the time of delivery of the facility; and
- 7.2 ensure the building is satisfactorily maintained prior to the handover.
- 7.3 provide mechanical and electrical demonstrations to the relevant individuals prior to handover.

EIGHTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – HEALTH CARE

1. DEFINITIONS

In this Schedule and the Twentieth 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):

Expression	Meaning
“Care Quality Commission”	the regulator for health and adult social care services established under the Health and Social Care Act 2012
“Health Care Facilities”	a pharmacy and at least two consulting rooms those consulting rooms to meet the standards set out in the document “Primary and community care: Health Building Note 11-01:Facilities for primary and community care services” (HBN 11-01) of 2013 published and approved by the Department for Health or any amendment or substitution therefor that seeks to set national standards for such facilities
“Health Facilities Contribution”	the sum of ONE MILLION TEN THOUSAND EIGHT HUNDRED AND EIGHTY POUNDS ONLY (£1,010,880-00) Index Linked which may be payable pursuant to the terms of this Schedule
“Health Facilities Contribution Purposes”	the upgrade or replacement of primary healthcare facilities reasonably accessible by residents of the Development via a direct bus service or a similar alternative sustainable transport mode
“Health Care Facilities Specification”	a detailed design and specification of the Health Care Facilities demonstrating compliance with HBN 11-01
“NHS BOB ICG”	NHS Buckinghamshire, Oxfordshire & Berkshire West Integrated Commissioning Board that plans, buys and

Expression**Meaning**

oversees health services for people living in Oxfordshire of Jubilee House 5510 John Smith Drive Oxford Business Park South OX4 2LH or any replacement organisation carrying out the functions of the Oxfordshire Clinical Commissioning Group

“the 1968 Act”

the Medicines Act 1968 including any amendments or replacement thereof and any orders regulations or official guidance issued relating thereto

“the 2008 Act”

the Health and Social Care Act 2008 as amended and as maybe further amended or replaced together with any orders regulations or official guidance issued relating thereto and to the operation of the Care Quality Commission

2. COVENANTS**2.1 The Owners covenant with the District Council as follows:****2.1.1 Not to Occupy any Dwelling until**

- (a) the location of the Health Care Facilities within the Site; and
- (b) the Health Care Facilities Specification

have been submitted to and approved by the District Council

2.1.2 to use all reasonable endeavours (including seeking amendments to the approved location of the Health Care Facilities and Health Care Facilities Specification where necessary) to obtain the necessary consents approvals and licences

- (a) under the 1968 Act to permit the pharmacy provided as part of the Health Care Facilities once provided to be operated as a pharmacy in accordance with Part IV of the 1968 Act; and/or
- (b) under the 2008 Act to permit the consulting rooms provided as part of the Health Care Facilities once provided to be operated for that purpose

2.1.3 Subject to the provisions of paragraph 2.1.4 below

- (a) not to Occupy more than 300 Dwellings until the Health Care Facilities have been constructed and provided to the reasonable satisfaction of both the District Council and the Care Quality Commission and the services provided therein are available to the public.
- (b) Not to use the Health Care Facilities for any purpose other than as a pharmacy and consulting rooms for a period of ten years after they have been provided and to use all reasonable endeavours to ensure that the pharmacy and consulting rooms remain open and available for those purposes to serve the residents of the Development

2.1.4 If the necessary consents approvals and licences under the 1968 Act and/or the 2008 Act to permit the Health Care Facilities once provided to be operated have not been granted or approved before the Occupation of 150 Dwellings

- (a) to notify the District Council accordingly
- (b) to pay the Health Facilities Contribution to the District Council before more than 800 Dwellings are Occupied; and
- (c) not to Occupy more than 800 Dwellings until the Health Facilities Contribution has been paid in full.

and PROVIDED THAT following provision of the notification required under (a) the requirement to retain the Health Care Facilities as identified pursuant to paragraph 2.1.3(b) shall be discharged and shall no longer bind the Pink Land and the Owner shall be at liberty to make an application for approval for an alternative use of the proposed Appropriate Land

NINTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – HERITAGE

PART 1 – HERITAGE ASSETS

1. DEFINITIONS

In Part 1 of this Schedule and the Twentieth 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):

Expression	Meaning
“Building Condition Survey”	a building condition survey to be undertaken in respect of the buildings identified on the Heritage Asset Plan the aim of which shall be to identify those buildings and structures which require remedial works to ensure they are retained in a weathertight condition.
“Building Repair Programme”	a phased programme of works which shall set out the detailed works to be undertaken to ensure the buildings subject of the Building Condition Survey are retained in a secure and weathertight condition.
“Control Tower”	is the structure shown marked as Building 340 on the Heritage Asset Plan
“Control Tower Park”	is that part of the Pink Land which is shown for the purposes of identification only in the area marked 30 on the Parameter Plan
“Digital Archiving Scheme”	A scheme for the digital recording of heritage material relevant to the history of the Site which shall outline the following: <ul style="list-style-type: none">• The process of digitising• Digital archive filing system• Timescales for completing the archiving

Expression**Meaning**

	and the information to be archived shall include copies of all building recording reports prepared in response to the demolition of building across the wider Former RAF Upper Heyford site and shall include proposals for the retention of the archived material
“Existing Heritage Centre”	the heritage centre approved and provided pursuant to the 2011 Agreement (as supplemented by the Supplemental Agreements) in Building 103 on the Heritage Asset Plan
“Flying Field Park”	is that part of the Pink Land which is shown for the purposes of identification only in the area marked 28 on the Parameter Plan
“Heritage Asset Plan”	the plan included at the Appendix carrying reference P16-0631_113-088
“Heritage Centre Management Plan”	<p>the terms on which the New Heritage Centre shall operate once complete and open to the public which shall include the following:</p> <ul style="list-style-type: none">• open to the public from 10:00 to 16:00 for a minimum of eight days per month to include a minimum of four weekend days.• open by prior notice with respect to requests for additional visits for school parties and other visitor groups• the arrangement and provision of a minimum of 52 heritage tours per annum to include access to:<ul style="list-style-type: none">○ The Command Centre (Building 126) including internal access.○ The QRA including internal access to both Building 2010 and Building 3009, and include demonstrations of the opening and closing of the doors of Building 3009;

Expression**Meaning**

- The Northern Bomb Stores
- The Main Runway
- The Control Tower
- Nose Dock Sheds (Buildings 325, 327, 328)
- Avionics Building (Building 299)

as such buildings are depicted on the Heritage Asset Plan

“Heritage Centre Manager”

an appropriately qualified person to be appointed to manage the New Heritage Centre during the minimum periods which the New Heritage Centre is to be open in accordance with the Heritage Centre Management Plan and to organise and co-ordinate the heritage tours

“New Heritage Centre”

the new heritage centre to be provided as an upgrade to the Existing Heritage Centre in Building 1368 (as shown on the Heritage Asset Plan) and shall include (as a minimum)

- Exhibition Boards
- Cold War Artefacts
- Video Presentation Room to accommodate up to 40 people.
- Archive Room
- Reading Room / Study Area
- Digital Archive Facilities (if required)
- Refreshment Area and Gift Shop
- Toilets
- Flight Simulator

“Victor Alert Building”

Building 2005 – 2009 as shown on the Heritage Asset Plan

2. HERITAGE MANAGEMENT**2.1 The Owners covenant with the District Council**

2.1.1 Not to Occupy any more than 225 Dwellings unless and until

- (a) an application for the conversion of Building 1368 (as shown on the Heritage Asset Plan) to provide the New Heritage Centre; and
- (b) a Digital Archiving Scheme

has been submitted to the District Council for approval

2.1.2 Not to Occupy more than 650 Dwellings until the New Heritage Centre is Constructed and open to the public

2.1.3 To retain maintain and continue to manage the Existing Heritage Centre unless and until such a time as the New Heritage Centre has been provided and opened to the public following which any existing obligation to retain the Existing Heritage Centre shall be discharged and the Owner shall be at liberty to apply for an alternative use for the building

2.1.4 To manage and maintain the New Heritage Centre in accordance with the Heritage Centre Management Plan and fund

- (a) the appointment of the Heritage Centre Manager
- (b) transport for the carrying out of heritage tours in accordance with the Heritage Management Plan

for a minimum period of 15 years from the date of it being opened to the public for the first time PROVIDED THAT following the expiration of this period the Owner shall use reasonable endeavours to secure the ongoing operation of the New Heritage Centre in accordance with the Heritage Centre Management Plan PROVIDED ALWAYS THAT if at the end of the said period of fifteen years the New Heritage Centre is not at that time occupied by an appropriate trust or charity capable of operating the New Heritage Centre as such and willing to continue to do so and there is no expression of interest made by a person or body to provide manage and maintain the New Heritage Centre after a period of no less than three months after the end of the said period of fifteen years (during which the Owner shall actively seek an operator for the New Heritage

Centre) then the Owner shall be under no further obligation to retain the New Heritage Centre as such and shall be at liberty to apply for consent for alternative development of building 1368

2.2 Within 12 months of the Commencement of Development to carry out the Building Condition Survey

2.3 Within 2 months of completion of the Building Condition Survey to submit and secure the approval of the District Council for the Building Repair Programme and

2.3.1 following the approval of the Building Repair Programme to carry out the works identified in accordance with the timetable identified therein

2.3.2 five years after the carrying out of the initial Building Condition Survey and every fifth year thereafter to carry out or procure the carrying out of an update Building Condition Survey the results of which shall be submitted to the District Council with an updated Building Repair Programme for approval which shall thereafter be implemented as approved

2.4 Not to Occupy

2.4.1 any more than 225 Dwellings unless and until a scheme for the refurbishment and use of the Victor Alert building has been submitted; and any more than 400 Dwellings unless and until buildings 2005-2007 comprising the Victor Alert Building have been refurbished and are available for use

2.4.2 any more than 800 Dwellings unless and until buildings 2008-2009 comprising the Victor Alert Building have been refurbished and are available for use

2.4.3 any more than 900 Dwellings until Building 1443 has been refurbished to provide an exhibition space in conjunction with a scheme of restoration to make the building safe

PART 2 - PARKS

1. DEFINITIONS

1.1 In Part 2 of 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):

Expression	Meaning
“Park Scheme”	<p>(1) a scheme for the provision of the Flying Field Park to comprise</p> <ul style="list-style-type: none">• Maintained areas of grassland.• 3km of walking and cycling routes.• Interpretation Board <p>and a programme for their delivery</p> <p>(2) details for the refurbishment and maintenance of Building 391 (as shown on the Heritage Asset Plan) as a space for contemplation</p> <p>(3) details for Control Tower refurbishment</p> <p>(4) details for the Control Tower Park comprising its layout, planting and programme for delivery</p>

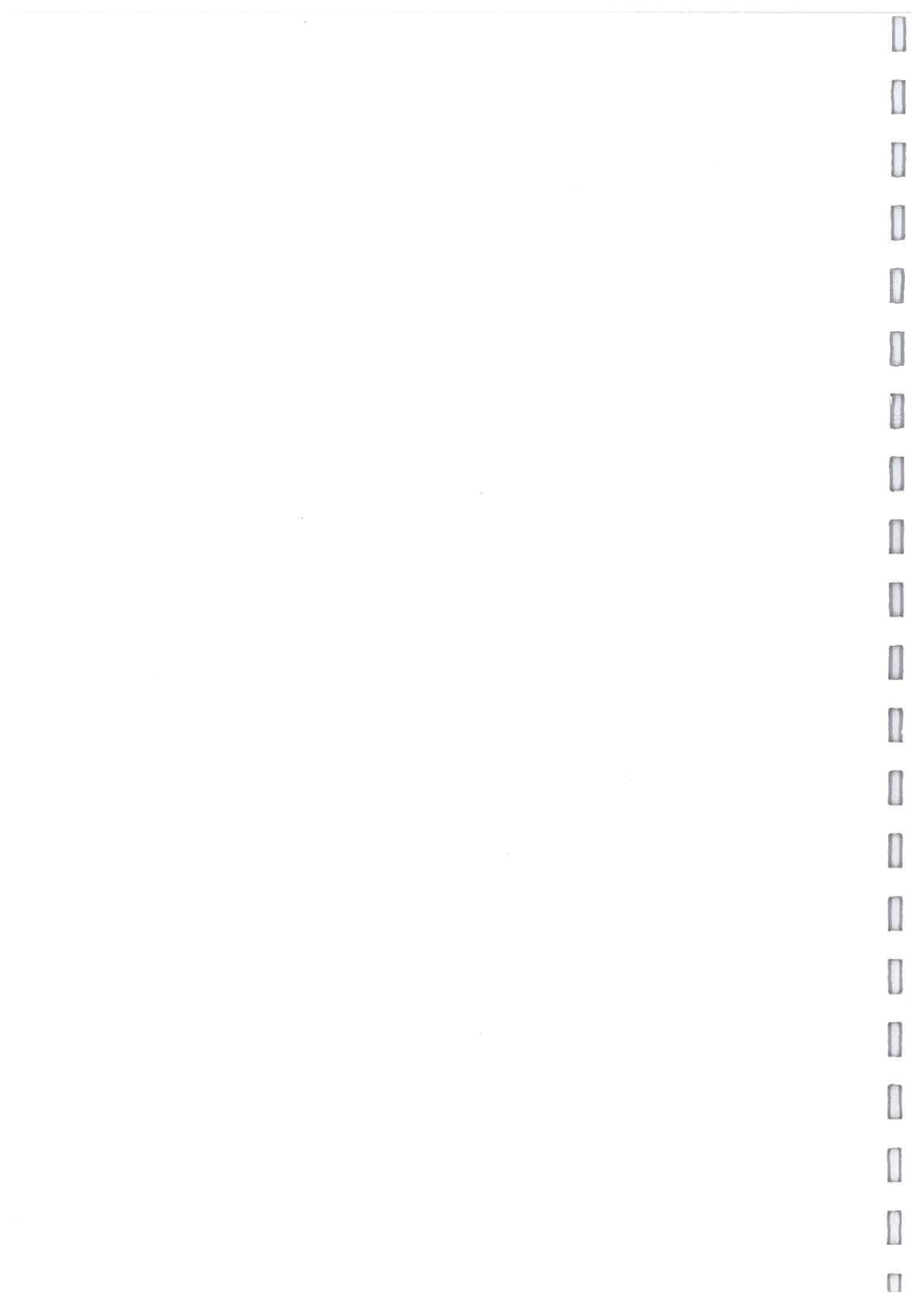
2. COVENANTS

The Owner covenants with the District Council as follows

2.1 Within 12 months of the Commencement of the Development on the Pink Land an additional four interpretation boards to be installed outwith the Application Site will be designed to explain the history of the Former RAF Upper Heyford Site and submitted to the District Council for approval PROVIDED ALWAYS THAT the Owner shall not have any further responsibility for the procurement or installation of the boards.

2.2 No more than 225 Dwellings shall be Occupied unless and until details for the Park Scheme has been submitted to the Local Planning Authority for approval.

- 2.3 To implement the Park Scheme as approved in accordance with the details set out therein and providing that no more than 600 Dwellings shall be Occupied unless and until Building 391 has been refurbished to the reasonable satisfaction of the District Council and the facilities for contemplation comprising Building 391 have been provided and made available to the public
- 2.4 No more than 650 Dwellings shall be Occupied unless and until the Control Tower has been refurbished
- 2.5 Within 12 months of the opening of the Flying Field Park or Control Tower Park (whichever is the earlier) a total of eight new Interpretation Boards will be designed, procured and installed through the Parks to provide information on the site including key history, key views, buildings and ecology.



**TENTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL
NEW FLYING FIELD**

1. DEFINITIONS

- 1.1 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.

Expression	Meaning
“Building Recording Scheme”	a scheme for the recording of historic details of each building located within the Green Land which is proposed for demolition as appended to this Schedule as Annex 1 which scheme may be updated from time to time with the written agreement of the District Council
“Filming Management Plan”	the Heyford Filming Management Plan annexed to this Schedule
“Filming Areas”	those parts of the Green Land shown shaded purple in the Filming Management Plan

2. COVENANTS

The Owners covenant with the District Council and County Council so as to bind the Green Land as follows:

2.1 Record of Condition

- 2.2 Prior to the demolition of any structure within the Green Land a programme of investigation and recording shall be undertaken in accordance with the Building Recording Scheme and deposited at the New Heritage Centre (as defined in Part 1 of the Ninth Schedule)

2.3 Management

- 2.3.1 There shall be no external storage of materials save for vehicles permitted within the approved car processing area as depicted on the Parameter Plan following the cessation of the use on the existing car processing area
- 2.3.2 Any parking of vehicles (other than those associated with the car processing area referred to in paragraph 2.3.1 above) shall be adjacent to the occupied building

2.4 External Painting and Signage

In relation to external painting within the New Flying Field

- 2.4.1 the NOVOLANT paint colour and finish should be retained where applicable.
- 2.4.2 the cream and brown palette should be retained, utilising the following standard colours, or alternative colours matched to the following:
 - (a) Cream - (RAL 9001)
 - (b) Ochre Brown - (RAL 8007)
 - (c) Grey Brown - (RAL 8019)unless otherwise agreed in writing with the District Council
- 2.4.3 Historic paintwork should only be replaced where necessary for the preservation of wood or metal work.
- 2.4.4 Historic (i.e. pre-closure military) signs and painted names/numbers on the buildings shall be replicated where required.
- 2.4.5 Prior to occupation of the Nose Dock Sheds by a new tenant (other than those in occupation at the time of the grant of the Planning Permission) these sheds will be stripped of paint and the original powder coated treatment retained.
- 2.4.6 the paint treatment set out in Annex 2 to this Schedule shall be implemented unless otherwise agreed in writing with the District Council

2.5 Filming Management

2.5.1 No later than the earlier of

(a) 12 months from the Commencement of the Development and

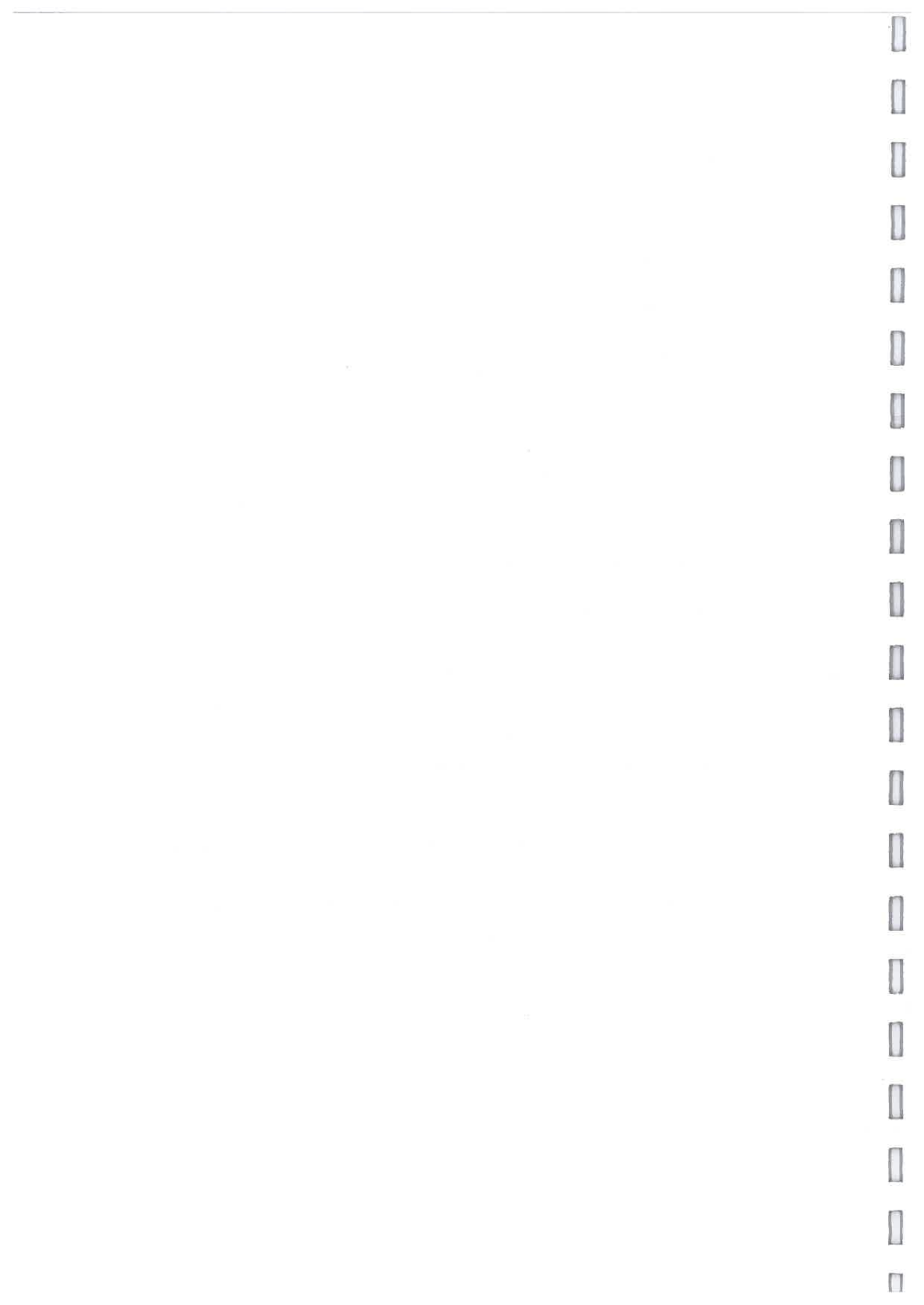
(b) the proposed first use of the Filming Area for filming

to undertake a photographic record of the whole of the Filming Areas (notwithstanding that the proposed filming activities may relate solely to part of such Filming Areas) in accordance with Action F3 of the Filming Management Plan and submit the same to the District Council

2.5.2 Not to commence or permit the commencement of any filming activities on the Filming Areas unless and until the photographic record of the whole Filming Areas has been undertaken and submitted to the District Council

2.5.3 In the carrying out of any filming activities on the Filming Areas to ensure that all persons involved with the filming activities use Gate 7 off Camp Road PROVIDED THAT once access via Chilgrove Drive is open and available for use the Owner shall use reasonable endeavours to secure that all persons travelling to the Filming Areas for filming activities shall use the Chilgrove Drive access save where such route is closed for maintenance or for emergency purposes and unless otherwise agreed in writing with the District Council

2.5.4 To comply with the Filming Management Plan at all times during which filming is to be undertaken on the Filming Areas PROVIDED THAT the Filming Management Plan may be revised from time to time with the written agreement of the District Council and County Council



ANNEX 1 TO THE TENTH SCHEDULE

BUILDING RECORDING SCHEME

1. AIM

The main aim of the Building Recording is to record for posterity any historic structures prior to their removal.

2. METHODOLOGY

The Building Record will be undertaken in accordance with the best practice advice on building recording set out by Historic England in their document 'Understanding Historic Buildings: A Guide for Good Recording Practices' (May 2016) or any document which supersedes it.

The level of recording will be undertaken as set out within the approved WSI for the site (2012), and summarised as follows:

- Those structures defined as being of medium significance or higher will be recorded at Level 3.
- Those structures defined as being of low significance will be recorded at Level 2.
- Those structures defined as being of very low or negligible significance will be recorded at Level 1.

The Historic England Guidance defines the three levels of recording as follows:

- Level 1 is essentially a basic visual record supplemented by the minimum of information needed to identify the building's location, age and type. This is the simplest record, and it will not normally be an end in itself, but will be contributory to a wider study.... Level 1 surveys will generally be of exteriors only, though the interior of a building may sometimes be seen in order to make a superficial inspection and to note significant features. Only if circumstances and objectives allow will any drawings be produced, and these are likely to take the form of sketches.
- Level 2 is a descriptive record, made in similar circumstances to Level 1 but when more information is needed. It may be made of a building which is judged not to

require a more detailed record, or it may serve to gather data for a wider project. Both the exterior and interior of the building will be seen, described and photographed..... A plan and sometimes other drawings may be made but the drawn record will normally not be comprehensive and may be tailored to the scope of a wider project.

- Level 3 is an analytical record, and will comprise an introductory description followed by a systematic account of the building's origins, development and use..... It will also include all drawn and photographic records that may be required to illustrate the building's appearance and structure and to support an historical analysis..... A Level 3 record may also be appropriate when the fabric of a building is under threat, but time or resources are insufficient to allow for detailed documentary research, or where the scope for such research is limited.

**ANNEX 2 TO THE TENTH SCHEDULE
EXTERNAL PAINT TREATMENT**

Building Type	External Paint Scheme
Scheduled Monuments	Decorative works only to be carried out in agreement with Historic England and following the grant of the relevant Scheduled Monument Consent
Listed Buildings	<p>Decorative works not affecting the historic or architectural interest of the Listed Building to be carried out in accordance with the External Paint Scheme.</p> <p>The Nose Dock Sheds (Buildings 325, 327 and 328) will be stripped of paint and the original powder coated treatment retained prior to any occupation by a new tenant and maintained unpainted</p>
Hardened Aircraft Hangers	<p>Where appropriate maintain the painted finish to the doors.</p> <p>Any new infill panels to be painted 'Merlin Grey' IBS 18B25.</p>
Major Concrete Structures	<p>Follow NOVOLANT guidance for concrete.</p> <p>Apply protective paint on bare or decayed areas of woodwork (not concrete).</p>
Brick and Concrete Structures with applied blue paint	<p>Clean/repair and apply protective paint on bare or decayed areas of woodwork or metal.</p> <p>Brick or concrete to remain unpainted (unless historically evidenced).</p>
Brick and Concrete Buildings	<p>Clean/repair and apply protective paint on bare or decayed areas of woodwork or metal.</p> <p>Brick or concrete to remain unpainted (unless historically evidenced).</p>
Brick Buildings	<p>Clean/repair and apply protective paint on bare or decayed areas of woodwork or metal.</p> <p>Brick or concrete to remain unpainted (unless historically evidenced)</p>

Building Type	External Paint Scheme
Metal Sheet Buildings	Clean/repair and apply protective paint on bare or decayed areas of metal sheeting in brown/cream colour scheme. Apply protective paint on bare or decayed areas of woodwork.
Concrete Sheds	Clean/repair and apply protective paint on bare or decayed areas of woodwork or metal. Concrete to remain unpainted (unless historically evidenced).
Brick Sheds	Clean/repair and apply protective paint on bare or decayed areas of woodwork or metal. Bricks to remain unpainted (unless historically evidenced).
Wooden Sheds or similar	Clean/repair and apply protective paint on bare or decayed areas of woodwork or metal
Metal Fuel or Water Tank	Clean/repair and repaint bare or decayed areas of metal in brown/cream colour scheme (unless historically evidenced)

**ANNEX 3 TO THE TENTH SCHEDULE
FILMING MANAGEMENT PLAN**

HEYFORD PARK

FILMING MANAGEMENT PLAN

VERSION 1.0

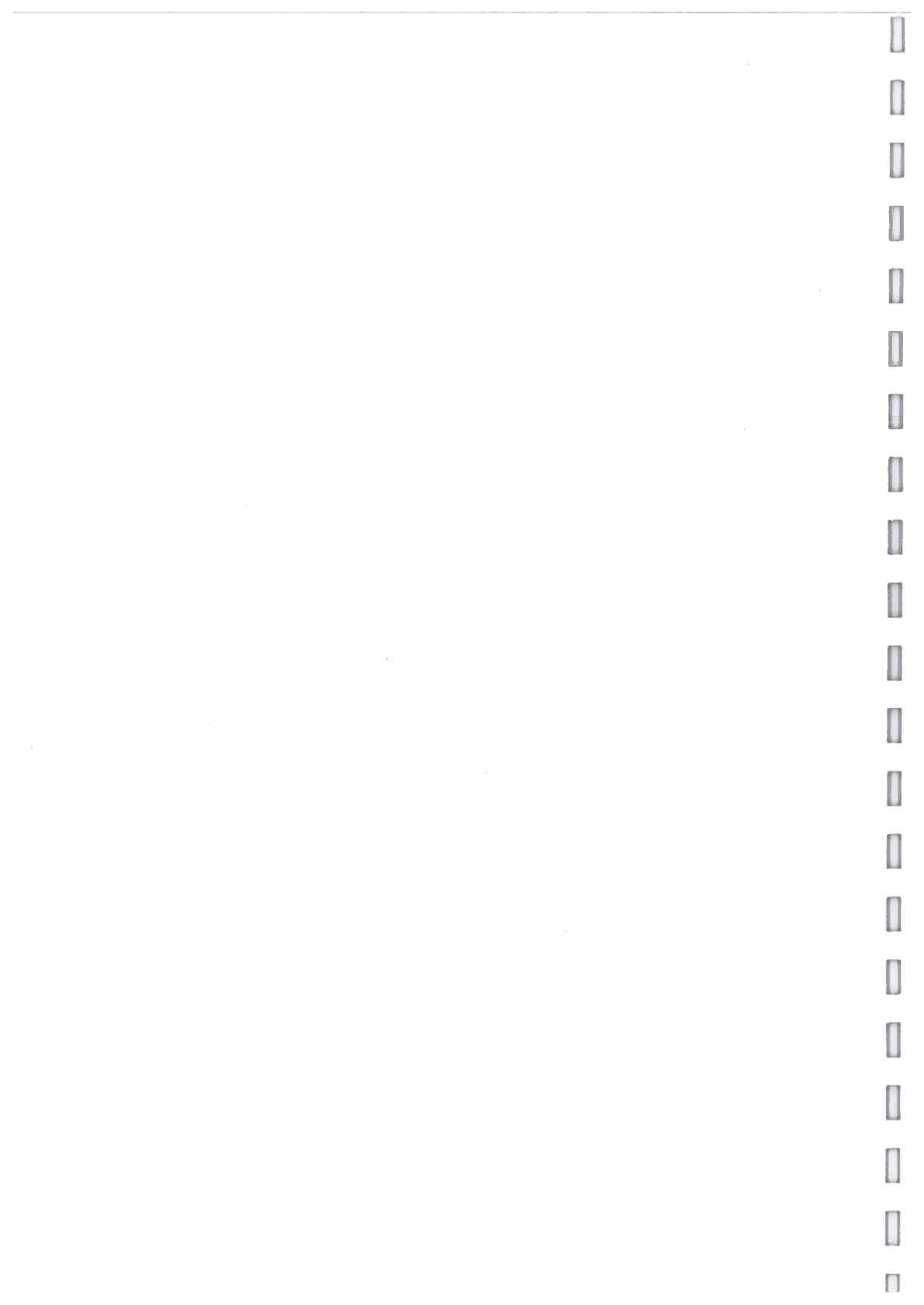
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DESIGN | ENVIRONMENT | PLANNING | ECONOMICS | HERITAGE

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1. INTRODUCTION

- 1.1 This Heyford Filming Management Plan addresses the matter of filming within the site and should be read alongside other Heyford Management Plans¹ and the application documents for the Heyford Masterplan, reference: 18/00825/HYBRID.
- 1.2 This Heyford Filming Management Plan has been prepared to provide guidance for the part of the site that is to be used for filming activities, specifically to guide the future conservation, management and use of these areas.
- 1.3 Specifically, the filming uses include a Change of Use of Buildings 2010 and 3009 for filming and heritage activities (Sui Generis/Class D1) and a Change of Use of 76.6 hectares of land on the former Flying Field for filming activities (Sui Generis) as shown on plan reference *P16-0631_113-01 (Appendix 1)*
- 1.4 This Filming Management Plan seeks to detail the approach and provisions that are to be made and the method by which film or TV production is to be undertaken in these parts of the site, while securing a positive future for the site which suitably reflects the site's historical and cultural importance.

2. HEYFORD FILMING MANAGEMENT PLAN IMPLEMENTATION

- 2.1 This Heyford Filming Management Plan is attached to the Section 106 Agreement which accompanies the Planning Permission reference: 18/00825/HYBRID.
- 2.2 This Heyford Management Plan will be enforced through covenants imposed through the Section 106 obligation. The 'day-to-day' implementation will be undertaken by a management company on behalf of the freeholder and third parties who seek to use the Heyford site for film production.
- 2.3 The content of this Management Plan supersedes and replaces any previous obligations or strategies approved for the site.

3. MANAGEMENT PRINCIPLES

- 3.1 Management Principles to which all film productions will be undertaken in accordance with comprise:

¹ Heritage Centre Management Plan, Heritage Management Plan and Flying Field Area Management Plan.

Action F1: Management Principles: Production Management Plan

A Production Management Plan shall be submitted to the Local Planning Authority prior to any filming, production or associated activities, and at least two weeks before the commencement of any film, advert, TV series or drama productions (which is to exceed two days in duration). The Production Management Plan shall set out the:

- Name and contact details of the Location Manager;
- Location(s), including site plan, of the areas/building(s) to be used for and in association with the proposed filming;
- Details of the filming activities, including information on any construction works and stage dressing in, on, under or over land together with evidence that any development has the appropriate permissions (where necessary);
- Duration of the intended production (to include site set up commencement and 'strike down' completion dates) and number of filming dates;
- Details of local engagement and consultation to be undertaken, including properties to be notified directly of the production (including contact details of the Production Manager);
- Routing details of filming related HGV movements in the vicinity of the site and details of any abnormal loads;
- A plan showing the location(s) allocated for parking of vehicles associated with the production, to be accommodated within the Heyford Filming Management Plan site; and
- Details of any proposed external lighting and hours of lighting use.

The film production shall be undertaken in accordance with the details submitted within the Production Management Plan. Should unforeseen circumstances require an extension to the intended duration of production (such as illness, weather, strike etc.) the Production Management Plan will be updated and submitted to the LPA for information.

Action F2: Management Principles: Discontinuance

Unless otherwise agreed, at the expiration of the date specified in the Production Management Plan, all filming shall be discontinued and any construction or other equipment used in the production shall be removed and the land and/or building(s) shall be restored to its/their former condition on or before the date set out in the Production Management Plan.

Action F3: Management Principles: Scheduled Monuments Requirements

Within 12 months of the grant of Planning Permission 18/00825/HYBRID or prior to the first use of any of the areas identified for filming use on plan reference P16-0631_113-1 (whichever is first), a photographic record of the filming areas will be undertaken and a copy of the completed record submitted to the Local Planning Authority.

Should any proposals involve physical works to any part of the Scheduled Monuments, or the buildings or structures contained therein, an application will be made to Historic England to secure the relevant Scheduled Monument Consent. This will include, but will not be limited to, any works of demolition, stripping out, removal of structural elements, replacement of fixtures or fittings, or redecoration. Management Plan.

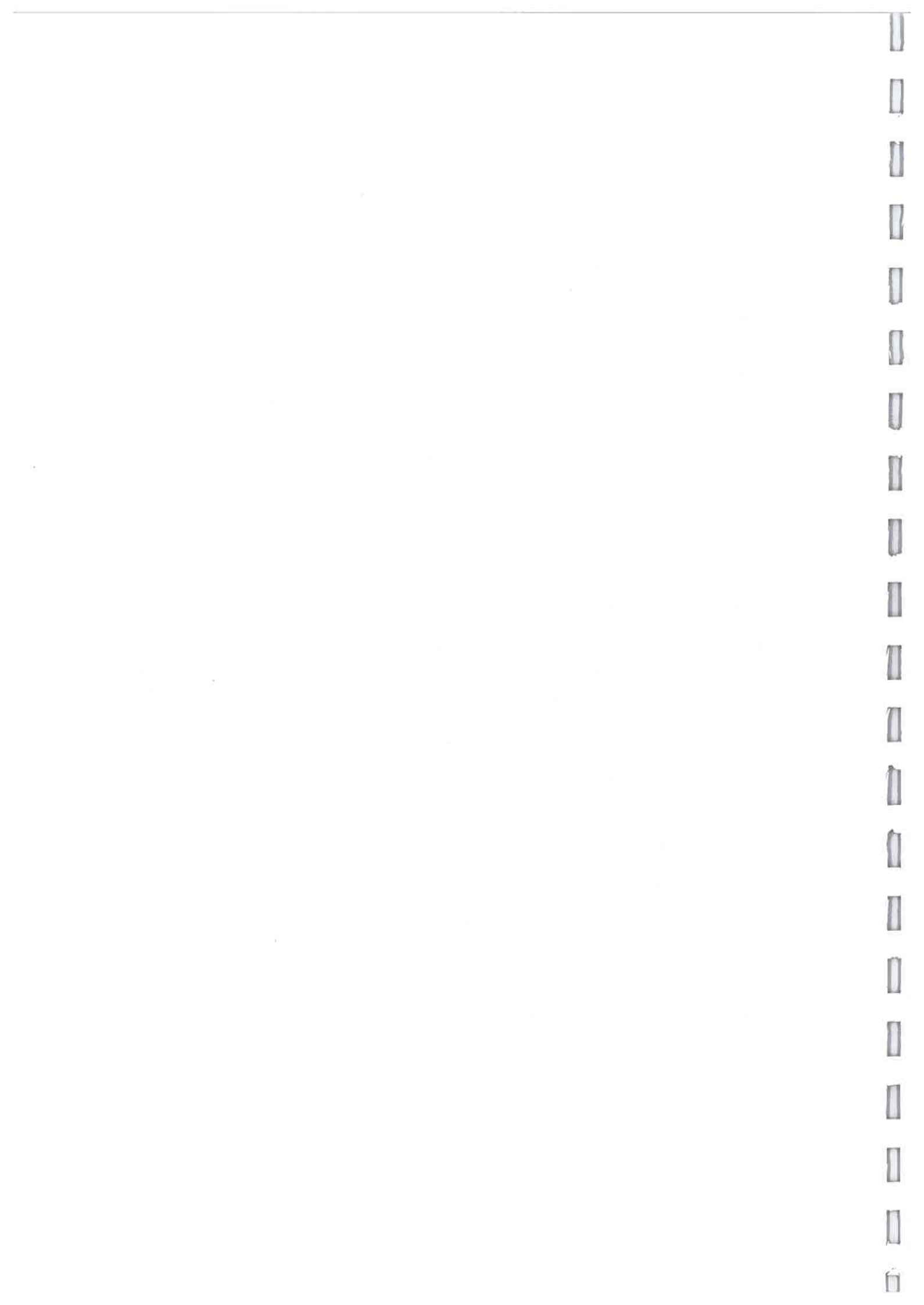
Action F4: Management Principles: Access

Until such a time as the new Chilgrove Drive access route is opened, the means of vehicular access to the filming areas shall be via the former main gate onto Camp Road or Gate 7 only, unless otherwise agreed in writing with the Local Planning Authority. Upon the opening of the new Chilgrove Drive access route, all filming related traffic is to use this route to access the permitted filming area, unless otherwise agreed in writing with the Local Planning Authority.

The two access routes are shown on plan reference *P16-0631_113-2 (Appendix 2)*.

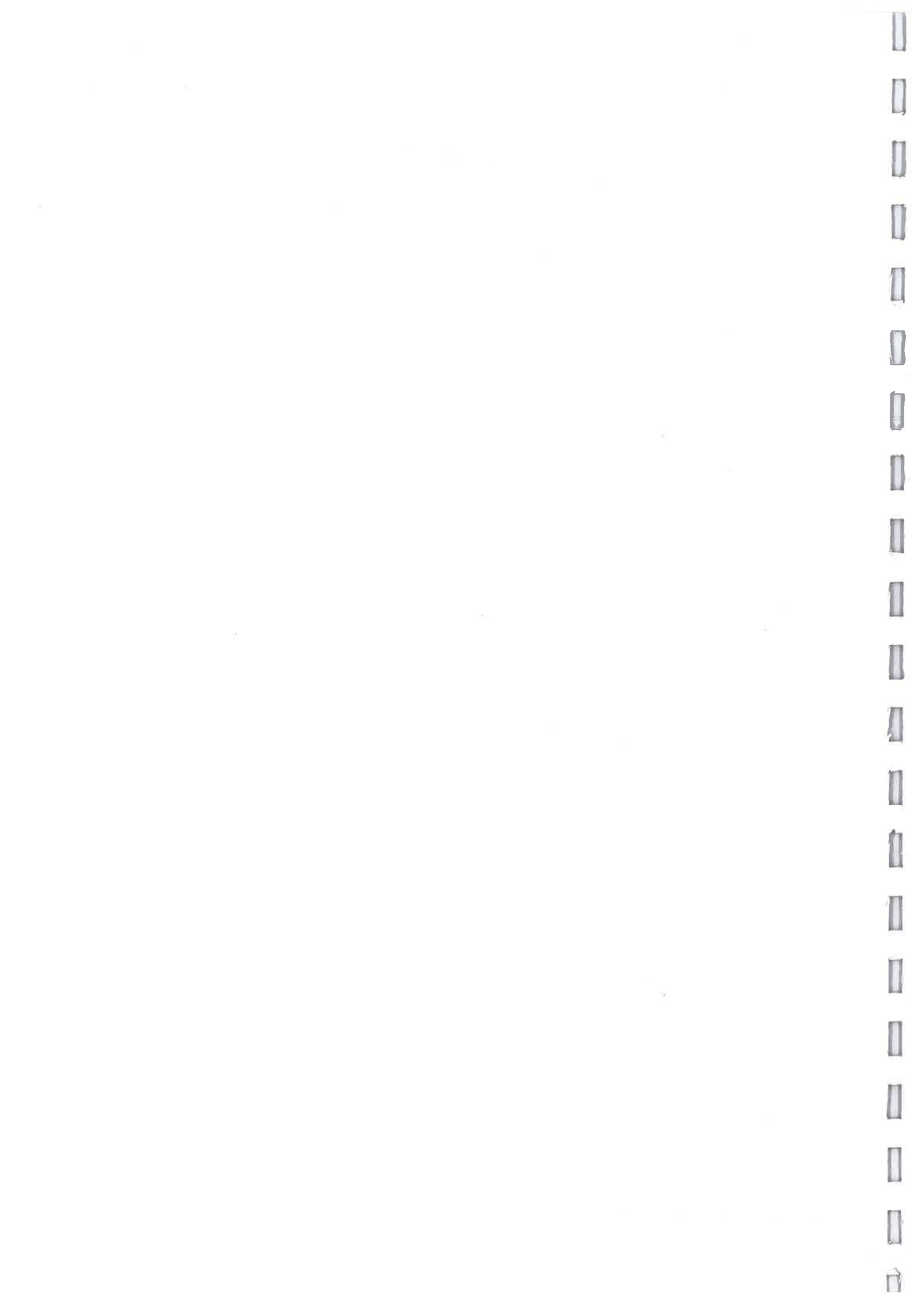
Action F5: Management Principles: Noise

Noise from amplified sound, pyrotechnics effects, simulated gunfire, vehicle movements and similar theatrical activities shall not be audible beyond the application site boundary after 23:00 or before 07:00 on Monday to Saturdays and at no time on Sundays or Bank Holidays, unless the Local Planning Authority and neighbours have been previously notified as per the Production Management Plan detailed in *Action F1*.



Appendix 1

Filming Areas Plan ref: P16-0631_113-01





KEY
FILMING AREAS

HEYFORD PARK - FILMING AREAS PLAN



Appendix 2

Access Plan ref: P16-0631_113-02

ELEVENTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – INDOOR SPORTS

1. DEFINITIONS

1.1 In this Schedule and the Twentieth 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):

Expression	Meaning
“Indoor Sports Facilities”	a flexible hall space with durable sports surface to allow for a range of sports activities to be provided as part of the Development.
“Indoor Sports Specification”	a specification for the provision of the Indoor Sports Facilities to serve the Development to comprise a large hall, storage room(s), changing rooms, toilets and a suitable car park with cycle racks which shall be located in the Victor Alert Building (as shown on the Heritage Asset Plan defined in the Ninth Schedule)

2. COVENANTS

The Owners covenant with the District Council:

2.1 to submit the Indoor Sports Specification to the Council for approval and;

2.1.1 not to Occupy more than 450 Dwellings until EITHER

(a) such Indoor Sports Specification has been approved; OR

(b) the first instalment the Off-site Indoor Sports Facilities Contribution as provided for in the Twelfth Schedule has been paid

and for the avoidance of doubt it is hereby declared that if the first instalment of the Off-site Indoor Sports Facilities Contribution is paid in accordance with the Twelfth Schedule then any obligation to provide the Indoor Sports Facility shall thereon terminate but without prejudice to the right of the Owners to provide Indoor Sports Facilities on the Site in accordance with the Planning Permission and any Qualifying Permission granted in accordance therewith

2.2 that if an Indoor Sports Specification has been approved

2.2.1 to provide the Indoor Sports Facilities in accordance with the Indoor Sports Specification in the Victor Alert Building so that they are ready to be used for the designed purpose; and

2.2.2 not to Occupy more than 800 Dwellings prior to the Indoor Sports Facilities having been so provided to the reasonable satisfaction of the Council

**TWELFTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL
CONTRIBUTIONS AND RELATED MATTERS**

1. DEFINITIONS

1.1 In this Schedule and the Twentieth 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):

Expression	Meaning
“Contributions”	means each of the: 1) Community Worker Contribution 2) Off-Site Indoor Sports Facilities Contribution (if payable pursuant to the Eleventh Schedule) 3) Recycling Centre Contribution; and 4) Refuse Collection Contribution
“Community Worker Contribution”	the sum of NINETY-ONE THOUSAND AND FIVE POUNDS ONLY (£91,005-00) Index Linked
“Off-site Indoor Sports Facilities Contribution”	if payable pursuant to the provisions of the Eleventh Schedule the calculated as THREE HUNDRED AND THIRTY FIVE POUNDS THIRTY TWO PENCE (£335.32) per Dwelling (combination of the cost per resident of providing sports halls and swimming pools ¹⁴) Index Linked subject to the provisions of paragraph 4 below

¹⁴ £335.32 includes the cost per person for sports hall provision (£121.56) and the cost per person for swimming pool provision (£213.76). It is a combined contribution figure which is a standard approach for indoor sport across all developments.

The swimming pool figures was calculated from the cost of construction of a new build swimming pool, using the average 25m commercial product and RICS Building cost information service construction costs , plus land costs and VAT at 2010.

The sports hall figure is based on the construction cost of a four court hall plus circulation, reception and changing, plus land costs and VAT at 2016

Expression	Meaning
“Recycling Centre Contribution”	the sum of FIVE THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE POUNDS ONLY (£5,875-00) Index Linked
“Refuse Collection Contribution”	the sum of ONE HUNDRED AND SIX POUNDS ONLY (£106-00) per Dwelling in the Composition of the Development for each Phase Index Linked.

2. INDEX LINKING

2.1 In this Schedule ‘Index Linked’ means

2.1.1 for each Contribution except the Community Worker Contribution increased in accordance with the increase in the Building Costs Information Service of the Royal Institution of Chartered Surveyors All in one Tender Index

2.1.2 For the Community Worker Contribution increased in accordance with the increase in the Consumer Prices Index (excluding housing costs) published by the Office of National Statistics

or such other index as the District Council shall reasonably substitute if the relevant index is no longer compiled and published) from February 2018 (the date of the adoption by the District Council of the Developer Contributions Supplementary Planning Document) until the Due Date

2.2 If any Contribution is to be paid in instalments or cannot be calculated until a Qualifying Permission has been granted each instalment shall be Index Linked until the Due Date for that instalment

3. COMMUNITY WORKER CONTRIBUTION

3.1 The Owners covenant with the District Council to pay to the District Council the Community Worker Contribution on or before the Commencement of the Development on the Pink Land

3.2 Not to Commence the Development until the Community Worker Contribution has been paid

4. OFF-SITE INDOOR SPORTS FACILITIES CONTRIBUTION

If the Off-site Indoor Sports Facilities Contribution is payable the Owners covenant

4.1 to pay to the District Council an instalment of the Off-site Indoor Sports Facilities Contribution of ONE HUNDRED AND FIFTY THOUSAND EIGHT HUNDRED AND NINETY-FOUR POUNDS ONLY (£150,894-00) on or before the Occupation of more than 450 Dwellings

4.2 not to Occupy more than 450 Dwellings until the sum referred to in sub-paragraph 4.1 above has been paid

4.3 before Commencement of Development on each and every Phase after 450 Dwellings have been Occupied to pay to the District Council a further instalment of the Off-site Indoor Sports Facilities Contribution calculated as follows:

THREE HUNDRED AND THIRTY FIVE POUNDS THIRTY TWO PENCE (£335.32) multiplied by the number of Dwellings proposed on that Phase

PROVIDED THAT in the event that the Occupation of 450 Dwellings occurs before all Dwellings on a Phase have been Occupied the payment of the Off-Site Indoor Sports Contribution in respect of those Dwellings over and above 450 Dwellings so Occupied shall be paid as part of the Off-Site Indoor Sports Contribution due in the subsequent Phase to be Commenced AND PROVIDED ALWAYS THAT the Commencement of the first Phase following that within which 450 Dwellings are Occupied is located shall not be Commenced unless and until the payment in respect of those additional Dwellings has been made

4.4 not to Occupy any Dwelling within any Phase unless and until the Off-site Indoor Sports Facilities Contribution has been paid in respect of the Dwellings in that Phase PROVIDED THAT where a Phase of Development has Commenced the completion and occupation of which will result in more than 450 Dwellings being Occupied on the Pink Land as whole those Dwellings in excess of 450 (but comprising part of a Commenced Phase) may be Occupied and payment of the Off-site Indoor Sports

Contribution in respect of those additional Dwellings shall be paid as part of the first payment made in accordance with paragraph 4.3

5. RECYCLING CONTRIBUTION

5.1 The Owners covenant with the District Council:

5.1.1 On or before the Commencement of the Development on the Pink Land to pay to the District Council an instalment of the Recycling Contribution of TWO THOUSAND POUNDS ONLY (£2,000-00); and

5.1.2 not to Commence the Development on the Pink Land until the instalment of the Recycling Contribution required by sub-paragraph 5.1.1 above is paid

5.1.3 on or before more than 600 Dwellings are Occupied to pay to the District Council an instalment of the Recycling Contribution of ONE THOUSAND NINE HUNDRED AND THIRTY-SEVEN POUNDS AND FIFTY PENCE (£1937.50); and

5.1.4 not to occupy more than 600 Dwellings until the instalment of the Recycling Contribution required by sub-paragraph 5.1.3 above is paid;

5.1.5 on or before more than 800 Dwellings are Occupied to pay to the District Council the final instalment of the Recycling Contribution of ONE THOUSAND NINE HUNDRED AND THIRTY-SEVEN POUNDS AND FIFTY PENCE (£1,937.50); and

5.1.6 not to occupy more than 800 Dwellings until the instalment of the Recycling Contribution required by sub-paragraph 5.1.3 above is paid;

6. REFUSE COLLECTION CONTRIBUTION

The Owners covenant with the District Council:

6.1 To pay the Refuse Collection Contribution in respect of each Phase before Commencement of Development of that Phase

6.2 Not to Occupy any Dwelling in a Phase until the Refuse Collection Contribution therefor has been paid

7. PURPOSE OF CONTRIBUTIONS

7.1 The Community Worker Contribution is paid and the District Council will apply the payment so that the District Council may fund a community worker to support the residents of the Development on the basis of a 0.8 full time equivalent worker for a period of 2.5 years

7.2 The Off-Site Indoor Sports Facilities Contribution is paid and the District Council will apply the payment so that the District Council may provide enhancement of Bicester Leisure Centre or such other facility or facilities as the District Council reasonably consider will be used by the residents of the Development taking account of the accessibility of such facilities by public transport

7.3 The Recycling Contribution is paid and the District Council will apply the payment so that the District Council may provide recycling facilities on the Site comprising the following per 500 Dwellings (or part thereof) unless otherwise agreed in writing between the parties:

7.3.1 2 x green glass banks

7.3.2 1 x brown glass banks

7.3.3 2 x clear glass banks

7.3.4 1 x textile bank

the siting on these and the terms on which they located to be determined by the Waste Management Strategy as required by conditions attached to the Planning Permission.

7.4 The Refuse Collection Contribution is paid and the District Council will apply the payment to fund the provision of household waste collection from each of the Dwellings

8. VARIATION OF CONTRIBUTIONS

- 8.1 The Refuse Collection Contribution is to be calculated by reference to the Composition of the Development for the relevant Phase at the time of the Approval (Initial)
- 8.2 The Off-Site Indoor Sports Facilities Contribution is calculated, after Occupation of 450 Dwellings by reference to the Composition of the Development for the subsequent Phase at the time of the Approval (Initial)
- 8.3 If an Approval (Variation) is issued and the relevant Approval (Variation) results in the Composition of the Development for that Phase changing then the resultant Composition of the Development shall be used to calculate the Contributions
- 8.4 If as a result of an Approval (Variation) the Contributions increase the Owner covenants to pay to the District Council:
- 8.4.1 If the Contribution has already been paid the difference between the sum already paid and that calculated as a result of the Approval (Variation) Index Linked within 10 Working Days of the grant of the Approval (Variation)
- 8.4.2 If any part of the Contribution has not then been paid and has not at that time fallen due (as set out in paragraph 2 above) the difference between the sum already paid and that calculated as a result of the Approval (Variation) Index Linked shall be paid together with the next instalment or that Contribution
- 8.5 If as a result of an Approval (Variation) the Contributions decrease before an instalment falls due then the resultant decrease shall result in an appropriate reduction in the next instalment when due¹⁵

¹⁵ if no further payments are due following the determination of an Approval (Variation) then return of the excess payment to the Owner is provided for in the Twentieth Schedule

THIRTEENTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL - MISCELLANEOUS OBLIGATIONS

1. PUBLIC ART

The Owners covenant with the District Council

- 1.1 to submit for approval by the District Council a scheme detailing the provision of public art totalling a value of at least ONE HUNDRED AND SEVENTY FIVE THOUSAND TWO HUNDRED AND FIFTY POUNDS ONLY (£175,250) index linked in accordance with movement in the Building Costs Information Service All in One Tender Index from the date of this Agreement to the date of submission of the scheme ('the Public Art Scheme') before any more than 150 Dwellings have been Occupied
- 1.2 not to Occupy any more than 150 Dwellings until the Public Art Scheme is submitted and not to Occupy any more than 300 Dwellings until the Public Art Scheme has been approved by the District Council
- 1.3 to deliver the approved Public Art Scheme to the reasonable satisfaction of the District Council before the occupation of any more than 800 Dwellings and not to Occupy more than 800 dwellings until the District Council confirms in writing (not to be unreasonably delayed or withheld) that it is satisfied that such art has been produced in accordance with the Public Art Scheme.

2. APPRENTICESHIPS

The Owners covenant with the District Council

- 2.1 not to Commence the Development on the Pink Land until a training and skills plan (herein referred to as a 'TEMP') has been submitted to the District Council and it has been approved in writing by the District Council which shall address the requirements of the residential and commercial elements of the Development separately and (as a minimum) include the arrangements by which the Owners will provide or secure the provision of
 - 2.1.1 at least 57 construction (and related trades) apprenticeship starts in relation to the residential development during the construction of the residential elements of the Development and

- 2.1.2 at least 36 construction (and related trades) apprenticeship starts in relation to the commercial development during the construction of the commercial elements of the Development
 - 2.1.3 the TEMP may propose that the apprenticeships be delivered through an accredited Apprenticeship Training Agency or other equivalent approach
 - 2.1.4 all apprenticeship opportunities arising in accordance with the TEMP 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 and Northamptonshire)
 - 2.1.5 the TEMP must show how the Owners and any contractors engaged in the construction of the Development 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/or Heyford and within 5 miles of the Site to access job opportunities
- 2.2 from the date of its written approval by the District Council to implement and fully comply with the TEMP as approved until the completion of Construction of the Development
- 2.3 on each anniversary of the date of Commencement of Development of the Pink Land until the construction of the Development has been completed to submit to the District Council a report which demonstrates the progress made towards achieving the outputs identified in the TEMP in respect of the residential and commercial elements of the Development including the contribution towards providing at least the minimum number of apprenticeships identified therein.

**FOURTEENTH SCHEDULE
COVENANTS TO THE COUNTY COUNCIL- EDUCATION**

1. DEFINITIONS

1.1 In this Schedule and the Twenty-first Schedule the following additional definitions shall apply (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):-

Expression	Meaning
“Agreed Date”	means 14 th June in the School Opening Year.
“All Risk Cover”	means an insurance policy in respect of the Hangar covering: <ul style="list-style-type: none">• Liability for injury as respects anyone harmed using the structure and damage caused by the structure e.g. if it fell down,• Structural liability: damage caused by vandalism, flood, fire, storm, impact, riot, subsidence, accidental damage, theft• loss of use insurance in the event the hangar cannot be used
“Authority’s Requirements”	means the bundle of documentation comprising the generic design brief and technical annexes published by the Department of Education, generic area data sheets and ICT responsibility matrix and school specific brief collated and signed by the Owner the District Council and the County Council for the purposes of identification the front sheet of which is attached as Annex 1 to this Fourteenth Schedule and as may be amended by the Department of Education and from time to time by agreement between the Owners and the County Council and noting that the Authority’s Requirements are referred to as the Employer’s Requirements in the bundle of documents referred to in this definition
“Construction Completion Date”	means the date of Completion as defined in the Standard Conditions (Schools).

Expression	Meaning
“Deed of Covenant (Hangar Maintenance)”	means a deed which the County Council is reasonably satisfied is substantially in the form attached at Annex 2 to this Schedule duly executed by a Management Company
“Hangar”	means the aircraft hangar on the Primary School Site shown marked ‘existing hangar to remain’ on the Primary School Plan
“Hangar Maintenance Regime”	means the arrangements for the on-going maintenance of the Hangar to be agreed between the County Council and the Owner in accordance with the maintenance regime attached at Annex 3 to this Schedule as County Council document SS15 and Part 4 of Developer SS14 or such other regime as is agreed between the County Council and the Owner once the final design for Hangar is known following the grant of a Qualifying Approval for the Primary School which maintenance is to be funded and carried out at no cost to the County Council or the education provider operating the Primary School by the Owner or the Management Company or such other party to whom the obligation to maintain is transferred or otherwise passes.
“Primary School”	means a primary school on the Site with core facilities for a 1.5 form entry primary school including nursery provision and extended facilities together with associated playing fields and play grounds as described in the Authority’s Requirements
“Primary School Boundaries Plan”	means the drawing no. ADP-XX-XX-DR-A-0900 included in the Appendix showing the boundaries of the Primary School
“Primary School Plan”	means the drawing no. ADP-XX-XX-DR-A-0910 included in the Appendix entitled ‘School Plan’ showing the site in relation to its surroundings and including without limitation features such as the pedestrian and vehicular links to the site, location of on-site car parking, the location of the building and play areas

Expression

Meaning

“Primary School Site”

means all that area of land shown edged red on the Primary School Boundaries Plan being an area of no less than 2.33 hectares. The south eastern boundary of the Primary School Site marked red on the Primary School Plan shall immediately abut the prospective highway

“School Opening Year”

means the year advised by the County Council further to paragraph 1 of this Schedule.

“Standard Condition (Schools)”

means the “Standard Conditions for the Construction of a School in conjunction with Development” and for the purposes of the Standard Conditions (Schools):-

- The Agreement Provisions means the provisions of this the Fourteenth Schedule of this Agreement
- The liquidated damages for the purpose of Condition 23 shall be:

Week 1.....	£107,600
Weeks 2-12.....	£nil
Week 13.....	£3,600
Week 14-24.....	£nil
Week 25.....	£9,600
Weeks 26-37.....	£nil
Week 38.....	£6,000
Week 39-51.....	£nil
Week 52.....	£117,600

“Transfer Date”

shall be as follows:-

- where the Construction Completion Date occurs on or before 15 May in the School Opening Year the later of (a) eight weeks after the Construction Completion Date and (b) the first Working Date after 31st March of the School Opening Year. Provided that if the Construction Completion Date occurs after 15th May of the School Opening Year but on or before the Agreed Date the

Expression**Meaning**

Transfer Date shall be no later than 12th July of the School Opening Year.

- In the event that Construction Completion Date occurs after the Agreed Date the Transfer Date shall be the date which is four weeks after the Construction Completion Date.
- In the event that termination takes place further to Standard Condition (Schools) Condition 26 and the County Council requires the transfer of the Primary School Site, the Transfer Date shall be 10 Working Days after such termination.

“Works (Primary School)”

means the design and construction of a primary school at the Primary School Site in accordance with the provisions of this Schedule including the Authority’s Requirements

2. COVENANTS AND AGREEMENTS

2.1 The County Council shall within 28 days of notification of first Occupation of any Dwelling at the Site (such notification given pursuant to clause 15) advise the Owner of the year in which the County Council requires the primary school at the Primary School Site to be opened at the beginning of the academic year (that is during the first week of September of that year) and the County Council shall apply the following criteria in assessing the School Opening Year

2.1.1 The anticipated occupation rate for the Development as advised by the Owner to the County Council prior to the date of Commencement of Development in respect of the Pink Land and having regard to any subsequent adjustments advised by the Owners prior to the first Occupation of any Dwelling at the Site

2.1.2 The County Council’s objective that the primary school at the Primary School Site shall open at about the 430th Occupation.

- 2.1.3 Where the date of Occupation of the first Dwelling is prior to 30th April in any year that is not practicable for the Construction Completion Date to occur until the second year after the year in which the first Occupation occurs
- 2.1.4 Where the date of Occupation of the first Dwelling is subsequent to 30th April in any year it is not practicable for the Construction Completion Date to occur until the third year following the year in which the first Occupation occurs.
- 2.2 The Owner will notify the County Council within 7 days of 31 March of the year proceeding the School Opening Year of the number of Occupations at that date and in the event that it is less than 125 Occupations the Owner and the County Council shall discuss in good faith whether the programme as set out in this Schedule for delivery of the primary school at the Primary School Site should be adjusted.
- 2.3 The Owner covenants with the County Council not to Commence Development on the Phase in which the Primary School Site is located being Phase 31 or Commence Development on Phase 29 being the Core Visitor Destination Area (as each Phase is shown on the Parameters Plan or on the road shown hatched brown and grey south east of Phases 29 and 31 and marked "ancillary open activity such as parking" on the Parameters Plan until the precise boundaries of the Primary School Site with no less an area than 2.33 hectares have been agreed by the Owner and the County Council and the Owner agrees that its representatives will liaise with the County Council including as appropriate the carrying out of a joint site visit/visits in order to establish such boundaries which are to be pegged and recorded digitally on agreed sites survey records.
- 2.4 The Owner covenants with the County Council to secure the design and execution of the Works (Primary School)
- 2.4.1 entirely at its own expense;
- 2.4.2 to the satisfaction of the County Council so that Completion (as defined in the Standard Conditions (Schools)) is attained;
- 2.4.3 in accordance with the Standard Conditions (Schools) and in designing and executing the Works (Primary School) the Owner shall observe and perform all the obligations which fall on the "Developer" under the Standard Conditions

(Schools) and the County Council shall observe and perform the obligations which fall on “the Council” under the Standard Conditions (Schools); and

- 2.4.4 so that Construction Completion Date occurs no later than the Agreed Date and the Owner shall use all reasonable endeavours to bring forward the Construction Completion Date to about 1st May in School Opening Year and in the event that the Construction Completion Date is not attained at the Agreed Date the Owner shall not continue with the Development (or cause or permit the Occupation of any further Dwellings at the Site) after the Agreed Date until the Works (Primary School) have been completed in accordance with this paragraph [(and this shall also apply where the Agreement Provisions are terminated in accordance with the Standard Conditions (Schools)
- 2.5 The Owner covenants with the County Council to transfer the Primary School Site to the County Council or to such other educational providers as the County Council may direct in accordance with the terms set out in Part 2 of the Fifteenth Schedule and in the form or substantially the form of transfer attached at Annex 1 to the Fifteenth Schedule at the Transfer Date and if such transfer is not executed as a deed by the Owner and any other person with an interest in the Primary School Site and delivered to the County Council at the Transfer Date the Owner shall not cause or permit any further Occupation of any further Dwellings at the Site beyond such time until such transfer has been duly executed as a deed and delivered to the County Council
- 2.6 Without prejudice to the above the Owner covenants with the County Council
- 2.6.1 not to cause or permit the Occupation of any more than 150 Dwellings until a Qualifying Permission for the delivery of Primary School on the Primary School Site has been approved
- 2.6.2 not to Commence the Development of the Primary School Site until the Hangar Maintenance Regime has been agreed in writing with the County Council
- 2.6.3 not to cause or permit the Occupation of more than 150 Dwellings at the Site until such time as the building contract for the Works (Primary School) in accordance with the Standard Conditions (Schools) has been let.

2.6.4 not to cause or permit the Occupation of more than 400 Dwellings at the Site prior to the Agreed Date save that in the event that the Primary School Site is transferred to the County Council further to Standard Conditions (Schools) Condition 26 not to cause or permit the Occupation of more than 400 Dwellings at the Site until the County Council has certified that the primary school at the Primary School Site has achieved practical completion

3. **ADDITIONAL PROVISIONS**

The Owner covenants with the County Council that no less than 3 months prior to the Agreed Date to complete the construction of the following:

3.1 Three permanent vehicular access ways to the Primary School Site from the public highway (via such routes as the County Council shall have previously approved) to the vehicular entrance(s) to the Primary School Site (six metre wide carriage way with six metre radius and with two metre wide footways on either side) as shown on the Primary School Plan and shall include the provision of safe and convenient vehicular circuit so as to encourage vehicles including buses not to reverse or turn within 100 metres of any pedestrian access at the Primary School Site provided always that a temporary solution for such vehicular circuit (including a turning head of an adequate size for buses located at least 100 metres from any pedestrian access at the Primary School Site) may be agreed with the County Council for use until such time as the permanent vehicular circuit can be provided. Such access ways are to be constructed to base course level and once construction activities have ceased completed to the County Council's County Council's adoption standard

3.2 Convenient pedestrian and cycle access ways along such routes to the Primary School Site as the County Council shall have previously approved from the parts of the Site which at that date have been or are in the course of construction to the pedestrian entrances to the Primary School Site as shown on the Primary School Plan all such ways to be constructed to the County Council's adoption standard (with lighting)

and there will be provided as part of the works under this paragraph 3 such traffic calming measures, road markings, barrier rails and pelican crossings as may be agreed by the Owner and the County Council for ensuring safe pedestrian access to and from the Primary School Site

4. ACCESS ARRANGEMENTS

- 4.1 The Owner covenants with the County Council that prior to the Agreed Date to provide on the public highway/prospective public highway or any other part of the Development to which the public has access in such location as has been approved by the County Council a coach lay-by as approved by the County Council which is capable of accommodating a coach (being a minimum of 18 metres straight length plus approved entry and exit arrangements such as tapers) which affords safe and convenient access to the Primary School Site for children attending the Primary School at the Primary School Site and which is freely available for use as a coach lay-by by coaches dropping off and picking up children attending that Primary School Provided Always that where the coach lay-by is located off the public highway/prospective public highway the Owners shall ensure that there are reasonable arrangements in place to prioritise use by coaches required for the Primary School and that maintenance is undertaken without cost to the school
- 4.2 The Owner covenants with the County Council that prior to the Agreed Date to design the road network in the vicinity of the Primary School Site so as to accommodate safe, suitable and sufficient parking for vehicles dropping off and collecting children attending the Primary School at the Primary School Site (assuming the school contains 15 classrooms and 3 nursery classrooms) so as to minimise traffic congestion in the vicinity of the Primary School Site at the beginning and end of the school day

5. CONTROLS ON PRIMARY SCHOOL SITE AND GENERAL

The Owner covenants with the County Council:-

- 5.1 Not to provide for any drainage to be directed towards the Primary School Site or otherwise adversely affect drainage or use of the Primary School Site
- 5.2 Not to erect or cause or permit to be erected any mobile phone mast on any part of the Site which is within 200 metres of the boundary of the Primary School Site .
- 5.3 Not to alter the levels of the area of the Site which surrounds the Primary School Site (for a distance of 10 metres from the boundaries of the Primary School Site) save in accordance with the Levels Scheme (as defined in the Standard Conditions (Schools)) or as otherwise approved by the County Council

5.4 Not to carry out any works on (including for the avoidance of doubt alterations by the removal or deposit of materials or otherwise of the levels of any part of the Primary School Site) or install any service conduits in, on, over or under the Primary School Site save in accordance with the provisions of the Standard Conditions (Schools)

5.5 Without cost to the County Council to relocate any overhead cables at the Site which either cross the Primary School Site or are within 50 metres of the Primary School Site so that no part of these overhead cables are located in, over or under the Primary School Site, that no overhead cable is located within 50 metres of the Primary School Site and any underground cable is buried at a minimum distance of five metres from any part of the Primary School Site (unless under highway/prospective highway)

6. MAINTENANCE AND INSURANCE OF THE AIRCRAFT HANGAR

6.1 The Owner covenants with the County Council

6.1.1 At all times after transfer of the Primary School Site to the County Council (or as the County Council may direct in accordance with paragraph 2.5 above) at no expense to the County Council (or the operator of the Primary School) to maintain the Hangar in accordance with the Hangar Maintenance Regime and to insure the Hangar with All Risks Cover

6.1.2 This obligation may be satisfied by the transfer of the obligation to undertake the Hangar Maintenance Regime to the Management Company and accordingly and the Owner shall notify the County Council where responsibility has been so transferred

6.1.3 To maintain the Hangar in accordance with the Hangar Maintenance Regime until the obligation to maintain the Hangar has been passed to and undertaken by the Management Company and the Management Company has entered a Deed of Covenant (Hangar Maintenance) with the County Council

7. CREATION OF INTERESTS

7.1 The Owner covenants with the County Council not to create or dispose of any legal or equitable interest (including any easement right or covenant) in, over or under the Primary School Site or any part of it nor create any right or licence to occupy or use the Primary School Site or any part of it except in favour of the County Council unless

otherwise agreed in writing by the County Council Provided Always that the Primary School Site may be let or transferred subject as provided in the Fifteenth Schedule

- 7.2 It is agreed that the benefit of the covenants contained in this Schedule may be assigned (in whole or in part) by the County Council to the education provider who is selected to operate at the new primary school.

**ANNEX 1 TO THE FOURTEENTH SCHEDULE
HEYFORD NEW PRIMARY SCHOOL - EMPLOYER'S REQUIREMENTS
DOCUMENT LIST**

Part A – General Conditions			Version	
General Conditions		Used	OCC Jan 22	
Part B – Generic Specification			Version	status
Generic Design Brief		Used	Original Nov 21	
Annex 1A	Definitions of Spaces – Mainstream Schools	Used	Original Nov 21	Annex 1A
Annex 1C	Definition of Spaces – External spaces	Used	Original Nov 21	Annex 1C
Annex 2A	Sanitaryware	Used	Original Nov 21	Annex 2A
Annex 2B	External Space	Used	Original Nov 21	Annex 2B
Annex 2C	External Fabric	Used	Original Nov 21	Annex 2C
Annex 2D	Internal Elements and Finishes	Used	Original Nov 21	Annex 2D
Annex 2E	Daylight and Electric Lighting	Used	Original Nov 21	Annex 2E
Annex 2F	Mechanical Services and Public Health Engineering	Used	Original Nov 21	Annex 2F
Annex 2G	Electrical Services, Communications, Fire and Security Systems	Used	Original Nov 21	Annex 2G
Annex 2H	Energy	Used	Original Nov 21	Annex 2H
Annex 2I	Controls	Used	Original Nov 21	Annex 2I
Annex 2J	Sustainability	Used	Original Nov 21	Annex 2J
Annex 2K	Building Performance Evaluation Methodology	Used	Original Nov 21	Annex 2K
Annex 3	Fittings, Furniture and Equipment	Used	Original Nov 21	Annex 3
Part C – School Specific Brief			Version	
SSB	School Specific Brief	Used	OCC Feb 22	SSB
Annex SS1	School-Specific Area Data Sheets	Used	OCC Jan 22	Annex SS1
Annex SS2	School-Specific Refurbishment Scope of Works (RSoW)	NA	Not used	Annex SS2
Annex SS3	School-Specific Legacy Equipment Schedule	NA	Not used	Annex SS3
Annex SS4	School-Specific Legacy Furniture Schedule	NA	Not used	Annex SS4
Annex SS5	School-Specific ICT Equipment Summary To be completed by Academy during design process	Used	To be used	Annex SS5
Annex SS6	OCC School-Specific Schedule of Accommodation and Notes	Used	OCC Jan 22	Annex SS6
Annex SS7	Hygiene room layout	Used	OCC Feb 21	Annex SS7
Annex SS8	Typical pitch layout	Used	OCC Feb 21	Annex SS8
Annex SS9	Adjacency diagram	Used	OCC Feb 21	Annex SS9
Annex SS10	Site Assessment	Used	OCC Jan22	Annex SS10
Annex SS11	Groundworks	Used	OCC Jan 22	Annex SS11
Annex SS12	Groundworks drawing	Used	OCC Jan 22	Annex SS12
Annex SS13	School site services and access requirements drawing	Used	OCC Jan 22	Annex SS13
Annex SS14	Work to Hangar	Used	OCC Feb 22	Annex SS14
Annex SS15	Hangar Maintenance and ongoing costs	Used	OCC Feb 22	Annex SS15
Developer SS14	Works to Hangar	Used	ADP Dec 2021	Developer SS14

Sent by 3 emails to the Developer's solicitor (Part A, Part b and Part C) on ~~5 July 2022~~ 7 July 2022

Signed  Print name..... Jennifer Cross.....

On behalf of... Oxfordshire County Council .. Date 24/8/22

Signed
On behalf of... Cherwell District Council

Print name.....
Date

Signed
On behalf of: Heyford Park Estate Limited

Print name IAN AMOUR
Date 2/8/22

Signed
On behalf of Heyford Commercial Development Limited

Print name IAN AMOUR
Date 2/8/22

Signed
On behalf of: Heyford Commercial Limited

Print name IAN AMOUR
Date 2/8/22

Signed
On behalf of Upper Heyford GP Limited
and Upper Heyford Nominee Limited

Print name IAN AMOUR
Date 2/8/22

Management Company will at all times after the date of this Deed observe and perform all of the covenants, conditions and obligations on the part of the Owners contained paragraph 6.1.1 in the Fourteenth Schedule of the Agreement in relation to the Primary School Site whether running with the land or of a personal or collateral nature and in accordance with the terms and conditions of the Agreement)

3. The provisions of clauses 12 (Waiver), 13 (No Fetter) and 19 (Jurisdiction) 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' for references to the Buyer

IN WITNESS

FIFTEENTH SCHEDULE
LAND TRANSFERS AND LEASES

1. GENERIC

1.1 The following apply to any contract/agreement to transfer land or grant a lease of land from the Owners to the County Council pursuant to the terms of this deed (subject to the additional or replacement provisions set out in Part 2 below).

1.2 It incorporates the Standard Conditions of Sale (Fifth Edition) (the "Standard Conditions") subject to the following variations and in the event of any inconsistency between the Standard Conditions and the provisions of this deed the latter shall prevail:

1.2.1 The Owners are to bear the cost of complying with any public requirement arising prior to the date of completion and Standard Condition 3.1.4 is adjusted accordingly;

1.2.2 The County Council may raise requisitions and the Owners shall give full responses in a timely manner and Standard Condition 4.3.1 shall be adjusted accordingly

1.2.3 Good marketable title shall be deduced in accordance with Standard Condition 4 and the land shall be transferred or as applicable the lease will be granted free from any financial charge with full title guarantee subject to the covenants, rights, easements, restrictions and other matters (excluding financial charges) referred to in the title to the land to be transferred or as applicable leased as deduced to the County Council prior to the date of this Agreement but otherwise free from encumbrances and with the benefit of all necessary rights of access to and from the highway

1.3 The completion date shall be 20 Working Days from the issue of the Practical Completion Certificate (as defined in the Construction Conditions) and Standard Condition 8.2.5 is adjusted accordingly

1.4 The price or premium as applicable shall be £1

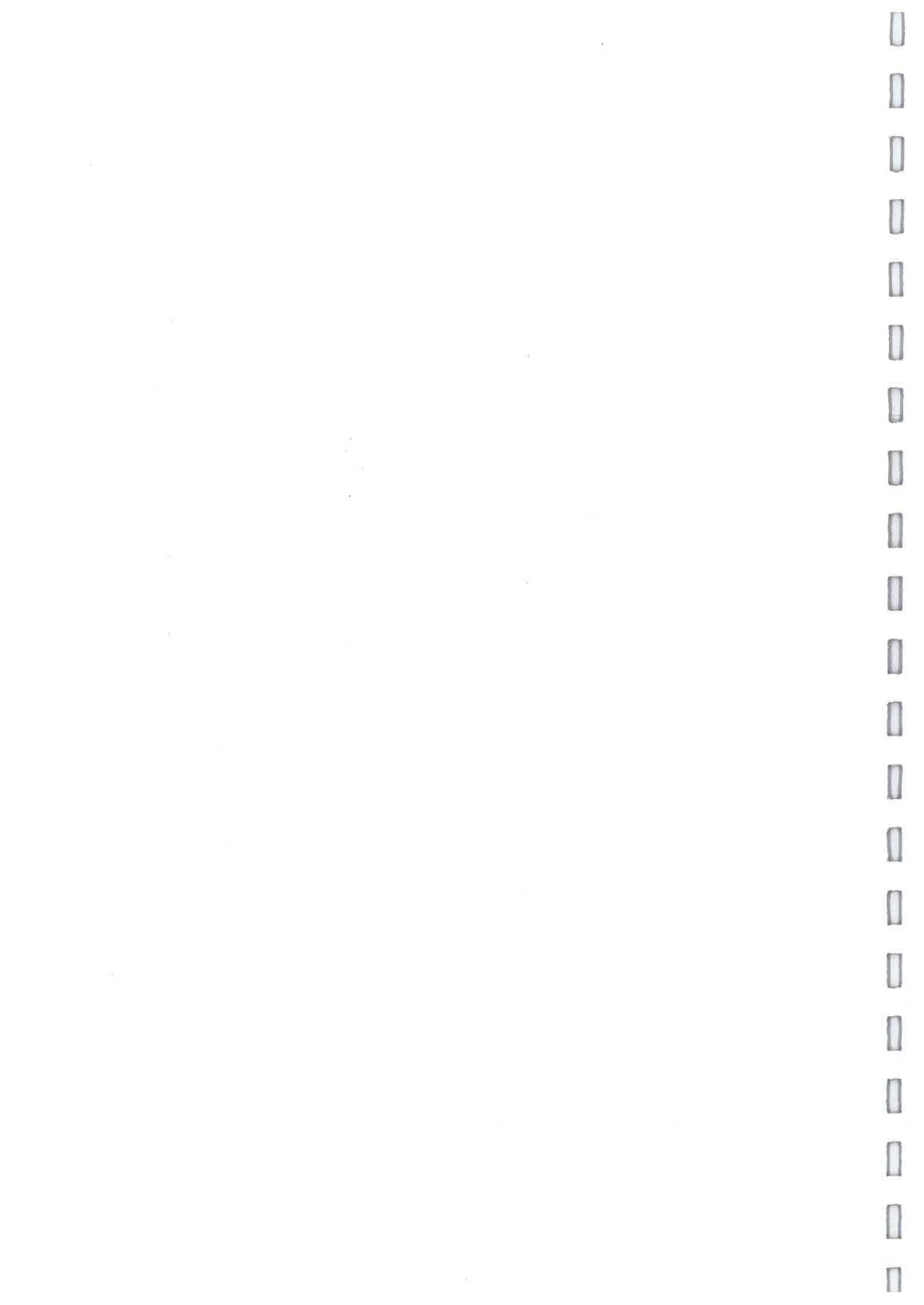
1.5 The land shall be transferred or let with vacant possession upon completion.

- 1.6 The Owners shall bear their own costs and the Owners shall pay the County Council's reasonable legal and professional costs incurred in connection with the transfer or lease which shall be payable on completion
- 1.7 The Owners will (at their own cost) procure from any third parties all such rights as are necessary to ensure that they can transfer or grant all such rights as are contained in the transfer or the lease (as the case may be) to the County Council
- 1.8 The Owners shall retain the risk for the relevant property until completion and Standard Condition 5.1 is adjusted accordingly

2. PROVISIONS RELEVANT TO THE PRIMARY SCHOOL SITE

- 2.1 The Primary School Site shall have the meaning as set out in the Fourteenth Schedule
- 2.2 The provisions set out in in Part 1 above shall apply as varied by the provisions of this Part 2
- 2.3 The transfer of the Primary School Site shall be in accordance with (or substantially in accordance with) the form of transfer at Annex 1 to this Schedule subject only to such amendments as may be proposed or agreed by the County Council as the case may be
- 2.4 The Owners will transfer the Primary School Site in the physical state provided for in paragraph 2.4 of the Fourteenth Schedule and Standard Conditions 3.2.1, 5.1.1 and 5.1.2 are adjusted accordingly
- 2.5 The Owners undertake with the County Council not to dispose of the whole or any part of the Primary School Site at any time prior to the transfer to the County Council (or an alternative education provider as agreed between the parties) save by means of a transfer of the freehold or the grant of a lease provided always that no such disposal may be undertaken unless on or before any such disposal a deed of covenant executed as a deed is first obtained from the disponent in the form at Annex 2 to this Schedule and is delivered to the County Council (without cost to the County Council) promptly following completion of the relevant disposal
- 2.6 The Owners consent to the noting of the conditional agreement to transfer the Primary School Site pursuant to the Fourteenth Schedule

- 2.7 The Owners further consent to the entry on the proprietorship register of title to the Primary School Site (with priority over any dealing) of a restriction in standard form I as follows: “no disposition of the part of the registered estate shown edged red on drawing no ADP-XX-XX-DR--\0900 included in the appendix by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the County Solicitor of Oxfordshire County Council, County Hall, New Road, Oxford OX1 1ND that the provisions of paragraph 2.5 of the Fifteenth Schedule to an agreement dated 2022 between the parties to this deed have been complied with or that they do not apply to the disposition”
- 2.8 The Owners hereby undertake at their own cost to provide the County Council with all necessary assistance and/or documentation to arrange noting of the agreement referred to at paragraph 2.5 of this Schedule and the restriction set out at paragraph 2.7 above and the registration of the transfer to the County Council (or the nominated education provider) of the Primary School Site including responding in a timely manner to requisitions raised by the land registry to enable the County Council (or the nominated education provide to register with title absolute
- 2.9 The County Council will consent to registration under the terms of any such restriction (but not the cancellation of the restriction save as provided for in paragraph 2.10) where the relevant disposition is the transfer of freehold or grant of lease, it has been demonstrated to the County Council that there is no breach of the terms of paragraph 6.1 of the Fourteenth Schedule and where the undertaking given in accordance with paragraph 2.8 of this Schedule has been complied with
- 2.10 The County Council will upon request consent to the cancellation of the restriction in respect of the Primary School Site and provide appropriately signed land registry cancellation forms following the expiration of the period of three months from the date of service on it of the Primary School offer in the event that the County Council (or the nominated education provider) has not accepted the Primary School offer
- 2.11 Notwithstanding that the transfer of the Primary School Site shall be for £1 the value of the Primary School Site has been attributed a value in the calculation of the contributions made by the Owners which is taken into account in the provisions of the Twenty First Schedule



**ANNEX 1 TO THE FIFTEENTH SCHEDULE
TRANSFER OF THE PRIMARY SCHOOL SITE**

[NEXT PAGE]



Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

	1 Title number(s) out of which the property is transferred:
	2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
	3 Property:
	<p>The property is identified</p> <p><input type="checkbox"/> on the attached plan and shown: <i>Plan to show clearly which boundary structures belong.</i></p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	4 Date:
	5 Transferor:
	<p>For UK incorporated companies/LLPs</p> <p>Registered number of company or limited liability partnership including any prefix:</p> <p>For overseas companies</p>

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

	<p>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>The Oxfordshire County Council</p> <p>For UK incorporated companies/LLPs</p> <p>Registered number of company or limited liability partnership including any prefix:</p> <p>For overseas companies</p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>County Hall, New Road, Oxford OX1 1ND DX4310 Oxford</p>
8	<p>The transferor transfers the property to the transferee</p>

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

£1 (ONE POUND) receipt of which is hereby acknowledged

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in any box that applies.

10 The transferor transfers with

full title guarantee

limited title guarantee

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

12 Additional provisions

12.1 Definitions

12.1.1 "**Development**" means development pursuant to
planning permission ref no
[] for []

12.1.2 "**Exercise Period**" means the period of eighty years
from the date of this Transfer

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.1.3 “**Owner**” shall have the same meaning as is given to that term in the S.106 Agreement)

12.1.4 “**S106 Agreement**” means an agreement []

12.1.5 “**Service Conduits**” means sewers drains channels pipes watercourses wires cables and other conducting media and installations and ancillary equipment and associated facilities

12.1.6 “**Services**” means water soil effluent gas fuel oil electricity telephone telephonic signals television electronic communication and the like

12.1.7 “**Transferor’s Adjoining Land**” means the adjoining land owned by the Transferor [shown edged green on the attached plan] ***this is part of the remainder of the S106 Site-relevant part to be determined at the date of the transfer***

12.2 Rights granted for the benefit of the Property

12.2.1 The Property is transferred together with the following rights subject to the encumbrances (if any) referred to in the Registers of Title Numbers [] as at [date]] and the conditions listed in clause 12.4 which rights are hereby granted or such rights have been excepted and reserved for the benefit of the Property:-

12.2.1.1 a right of way at all times and for all purposes (in common with the Transferor and all others having the like right) with or without vehicles or on foot only or with bicycles (as appropriate) over any roads footpaths and cycleways which may be constructed at the date of this Transfer or within the Exercise Period on or over the Transferor’s Adjoining Land and which are either proposed to be adopted by the highway authority as highways maintainable at the public expense or which are intended to provide access to and egress from the Property to the adopted highway

12.2.1.2 the right to construct connections and connect to any such roads and footpaths and cycle ways at such points as shown approximately on the relevant plan comprised in the S106 Agreement or as otherwise shall be approved by the Transferor (such approval not to be unreasonably withheld).
Note: if appropriate adapt to include agreed routes.

12.2.1.3 until the rights conferred in clauses 12.2.1.1 and 12.2.1.2 above come into operation a right of way at all times and for all purposes with or without vehicles or on foot only (as appropriate) to the adopted highway over such reasonably convenient route on the Transferor's Adjoining Land as is not built upon nor intended to be built upon pursuant to the Planning Permission nor is part of a curtilage of a dwelling as the Transferor shall from time to time agree with the Transferee (both parties acting reasonably) *Note: if appropriate remove/ adapt and include agreed route.*

12.2.1.4 the right to the free and uninterrupted passage and running of Services from and to the Property through and along any Service Conduits which may be laid or constructed at the date of this Transfer or within the Exercise Period under or through the Transferor's Adjoining Land

12.2.1.5 the right to enter upon so much of the Transferor's Adjoining Land (as is not built upon nor intended to be built upon pursuant to the Planning Permission nor is part of a curtilage of a dwelling) as shall be reasonably necessary for the purposes of laying Service Conduits and making connections to Service Conduits and of inspecting repairing maintaining renewing and cleansing any Service Conduits

12.2.1.6 all such rights of support from the Transferor's Adjoining Land as may be requisite to ensure the stability and integrity of the Property and of any buildings which are now or at any time within the Exercise Period shall be erected on the Property

12.3. The rights contained in clause 12.2 are subject to the following conditions:-

12.3.1 the position and specification of any connections or works pursuant to clause 12.2.1.5 shall be approved by the owner of the land on which the same are being effected (such approval not to be unreasonably withheld or delayed) and all requisite consents from any relevant authority or utility company for the same shall be obtained by the person exercising the rights before effecting such connections or works

12.3.2 The exercise of rights pursuant to Clause 12.2.1.5 shall be subject to giving prior reasonable notice in writing (save in case of emergency when as much prior notice as is reasonably practicable shall be given).

12.3.3 the person exercising the rights to enter pursuant to Clause 12.2.1.1 and 12.2.1.5, shall cause as little

disturbance as reasonably possible and make good any damage caused as soon as practicable

12.3.4 the person exercising the rights pursuant to Clause 12.2.1.4 shall contribute a fair and reasonable proportion of the costs of inspecting cleansing repairing maintaining renewing or replacing the Service Conduits (not forming part of the mains) through (or into) which the rights are exercised Provided always that this does not apply in respect of any of the Service Conduits provided for the school on the Property pursuant to the S106 Agreement.

12.3.5 the owner or occupier of the land in which the same are situate may alter the position of the Service Conduits over or through (or into) which the rights are exercised (and the rights shall then apply to the altered position) PROVIDED that the supply of Services to or from the school shall not be disrupted or otherwise adversely affected by the relocation works or in consequence of the relocation of the Service Conduits

12.3.6 the person exercising the rights to enter pursuant to Clause 12.2.1.1 shall cause as little disturbance as reasonably possible and shall make good any damage caused to the roads footpaths or cycleways by the Transferees exercise of such rights and shall take reasonable steps to avoid the deposit of mud or other material on the roads footpaths or cycleways during any construction period and shall take reasonable steps to remove any such mud or other material

12.4 Rights reserved for the benefit of the Transferor's Adjoining Land

12.4.1 There are excepted and reserved out of the Property for the benefit of the Transferor and its successors in title the owners or occupiers (in common with all other persons having the like right) for the time being and from time to time of the whole or part of the Transferor's Adjoining Land the following rights;

12.4.1.1 All such rights of support from the Property as may be requisite to ensure the stability of any buildings which are now or at any time within the Exercise Period shall be erected on the Transferor's Adjoining Land

12.4.1.2 The right to develop the Transferor's Adjoining Land and to construct roads, Service Conduits and other infrastructure on the Transferor's Adjoining Land as may be required to facilitate the development or use of the Transferor's Adjoining

Land and to use any part of the Transferor's Adjoining Land in whatever manner may be desired whether or not the access of light and air to the Property from time to time enjoyed by the Property shall be affected in any way

- 12.5 The Transferee hereby covenants with the Transferor that the Transferee will by way of indemnity only observe and perform the several covenants and conditions contained or referred to in the Registers of Title Numbers [] as at [date] and will indemnify the Transferor against all actions costs claims demands losses and liability in respect of any future breach thereof so far as the same affect the Property are still subsisting and capable of taking effect
- 12.6 The Transferor hereby covenants with the Transferee that the Transferor will maintain and repair in good and substantial repair and condition the following:-
- 12.6.1 the routes of the rights of way referred to in clause 12.2.1.3 above until the rights conferred in clause 12.2.1.1 above come into operation
- 12.6.2 the roads footpaths and cycleways referred to in clause 12.2.1.1 above until they are adopted as highways maintainable at the public expense
- 12.6.3 sewers and drains and other drainage infrastructure serving the Property until such time as they are adopted by the statutory undertaker.
- 12.6.4 No later than three months from receipt of a written request to grant to the Transferee or any public or local authority or public utility company or other company or person such easements wayleaves rights liberties and privileges ("rights") as may be necessary to permit the laying construction and use of Service Conduits under or through the Transferor's Adjoining Land (together with rights of inspection repair maintenance renewal and cleansing of the Service Conduits) to secure the free and uninterrupted passage and running of Services from and to the Property Provided that such rights do not interfere with or adversely affect in a material way the Transferor's development on the Transferor's Adjoining Land

12.7 The Transferor hereby covenants with the Transferee to the intent that this covenant shall bind and run with the Transferor's Adjoining Land and each and every part thereof

12.7.1 [not to erect or cause or permit to be erected any mobile phone mast on any part of the Transferor's Adjoining Land which is within 200metres of the boundary of the Property

12.8 Restrictive covenants by the Transferee

The Transferee hereby covenants with the Transferor so as to benefit each and every part of the Transferor's Adjoining Land and so as to bind the Property and each and every part thereof into whosoever's hands the same may come:

12.8.1 not without the consent of the Transferor to cause or permit the Property to be developed and then used for a period of twenty (20) years from the date of this Transfer otherwise than for the use for the purposes of a [secondary/primary] school (and early years education and as applicable nursery provision) and all legislation relating to publicly funded education together with all reasonably ancillary uses which may include (but shall not be limited to) extended school provision and after school activities together with the provision of community based activities which may include (but shall not be limited to) support services for families, children and older persons, family intervention services, adult learning, youth provision and lifelong learning or such other purposes required by the Department for Education from time to time

12.8.1 the Transferee must not do anything on the Property that may be or may become a nuisance or annoyance to the Transferor or the owners or occupiers for the time being of the Transferor's Adjoining Land, provided that this covenant shall not prevent the Transferee carrying out the building works necessary for the development of a school on the Property and for using the Property in accordance with the provisions of clause 12.8.1; and

12.8.3 not to park on or obstruct nor deposit rubbish or materials at any time on any parts of the roads

footpaths and cycleways referred to in clauses 12.2.1.1 and 12.2.1.3.

12.9 It is agreed and declared as follows: -

12.9.1 Section 62 of the Law of Property Act 1925 shall not apply to this Transfer and except as expressly granted the Property shall not by virtue of the agreement for this transfer or this transfer be entitled to any easement right privilege or other appurtenance over the Transferor's Adjoining Land and except as expressly reserved the Transferor's Adjoining Land shall not be entitled to any easement right privilege or other appurtenance over the Property.

12.9.2 Nothing in this Deed shall create a building scheme

12.9.3. For avoidance of doubt the obligations, conditions and covenants on the part of the Owner contained in the S.106 Agreement in respect of the Property or as otherwise which may affect the use and occupation of the Property and which remain to be complied with shall continue in full force and effect from the date of this transfer

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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**ANNEX 2 TO THE FIFTEENTH SCHEDULE
DRAFT DEED OF COVENANT**

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

BETWEEN:-

- (1) *[Person to whom the Primary School Site or part of it is transferred]* of [] (“the Transferee”) and
- (2) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (“The County Council”)

NOW THIS DEED WITNESSESS as follows:-

1. Recitals

- 1.1 This Deed is entered into pursuant to obligations contained in paragraph 2.5 of the Fourteenth Schedule to an Agreement (“the Agreement”) dated [] and made between Cherwell District Council (1) the County Council (2) Heyford Park Estate Limited (3) Heyford Commercial Development Limited (4) Heyford Commercial Limited (5) Upper Heyford GP Limited and Upper Heyford Nominee Limited (6) New College Oxford (7) Hugh Jones (8) Lloyds Bank Plc (9) and Mount Street Mortgage Servicing Limited (10) whereby the County Council may be entitled to acquire the Primary School Site
- 1.2 The Transferee has become the owner of the freehold interest in [*the Primary School Site (or describe relevant part and otherwise adjust as appropriate)*]
- 1.3 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. Covenant

The Transferee [jointly and severally] covenant[s] with the County Council in that the

Transferee will at all times after the date of this Deed observe and perform all of the covenants, conditions and obligations on the part of the Owners contained in the Fourteenth Schedule of the Agreement (and the Fifteenth Schedule in relation to the Primary School Site whether running with the land or of a personal or collateral nature and in accordance with the terms and conditions of the Agreement)

3. The provisions of clauses 12 (Waiver), 13 (No Fetter) and 19 (Jurisdiction) 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' for references to the Buyer

IN WITNESS

SIXTEENTH SCHEDULE
COVENANTS WITH THE COUNTY COUNCIL - HIGHWAYS

PART 1: GENERAL

1. DEFINITIONS

- 1.1 In this Schedule and the Twenty-first 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):

Expression	Meaning
“the 1980 Act”	means the Highways Act 1980 (as amended)
“Bus Route and Primary HGV Access”	means the road shown coloured orange and light blue on the Bus Route and HGV Access Plan and constructed in accordance with the Bus Route and HGV Access Specification
“Bus Route and Primary HGV Access Plan”	means the drawing marked Heyford Park Proposed Bus Service and Bus Stop Locations Figure 1 Final at Annex 1 to this Schedule
“Bus Route and Primary HGV Access Specification”	means the specification at Annex 2 to this Schedule
“Bus Stop Infrastructure”	means the provision of a three-bay bus shelter with power supply and bus stop pole and flag to a specification to be agreed in advance with OCC at a suitable stopping location on the road, bus stop clearway lines and signs (in the event a clearway is implemented) and appropriate hard standing area as defined in the Bus Route and Primary HGV Access Specification (with ducting for a power supply) to enable the County Council to supply the bus stop with real time information

Expression	Meaning
“Development Trigger A”	means when the sum calculated by the Trigger Formula is 542 trips
“Development Trigger B”	means when the sum calculated by the Trigger Formula is 620 trips
“Development Trigger C”	means when the sum calculated by the Trigger Formula is 775 trips
“Development Trigger D”	means when the sum calculated by the Trigger Formula is 1163 trips
“Heyford Masterplan Middleton Stoney Traffic Mitigation Working Group”,	means the group organised and facilitated by the Owner in accordance with paragraph 5.1 of this Schedule and the terms of reference set out at Annex 3 to this Schedule
“Junction 10 Improvement Scheme”	<p>means the junction capacity improvements scheme at Padbury and Baynards Green roundabouts at Junction 10 of the M40 comprising:</p> <ul style="list-style-type: none"> • at Padbury Roundabout the introduction of traffic signals on both entry notes and widening on the M40 southbound offslip, and • at Baynards Green the enlargement of the existing roundabout, upgrade and capacity improvement on all arms, and full signalisation of the junction, <p>as shown indicatively on Drawings HE604237-KIER-GEN-M40_JN10_Z-DR-Z-0100_04-Padbury Rbt GA and HE604237-KIER-GEN-M40_JN10_Z-DR-Z-0100_02 – GA in the Appendix hereto</p>
“Masterplan Area A”	shall have the same meaning as in the Seventeenth Schedule”
“Middleton Stoney Traffic Monitoring Strategy”	means the document annexed to this Schedule at Annex 4

Expression	Meaning
“Pedestrian and Cycle Connection”	means a path or paths available to pedestrians and cyclists across the Site to join up with highway infrastructure whether rights of way or adopted highway off the Site so as to ensure connectivity across the Policy Villages 5 Allocation
“Section 278 Agreement”	means an agreement under Section 278 and, as appropriate, Section 38 of the 1980 Act in accordance with the form annexed to this Schedule (subject to any amendments that the circumstances may reasonably and properly require) at Annex 5 which provides for the execution of the Works on the highway by the Owner at the Owner’s expense
“Section 38 Agreement”	means an agreement under Section 38 and, as appropriate, Section 278 of the 1980 Act (subject to any amendments that the circumstances may reasonably and properly require) which provides for the construction of the Link Road by the Owner at the Owner’s expense and in accordance with the form at Annex 6 to this Schedule
“Trigger Formula”	<p>means the sum arising applying the following formula to the Policy Villages 5 Allocation Area:</p> <p>Trips = F + G</p> <p>Where F is 0.588 x Amount of Dwellings and</p> <p>G is 0.406 x ((Amount of B1’ ÷ 11) + (‘Amount of B2’ ÷ 36) + (‘Amount of B8’ / 70))</p> <p>Where:</p> <ul style="list-style-type: none"> • Amount of Dwellings = total number of Occupied Dwellings • Amount of B1 = the amount of Occupied B1(a), B1(b) and B1(c) floor space to the next nearest 100sqm

Expression	Meaning
	<ul style="list-style-type: none"> • Amount of B2 = the amount of Occupied B2 floor space to the next nearest 100sqm • Amount of B8 = the amount of Occupied B8 floor space to the next nearest 100sqm <p>at the Return Date immediately preceding the calculation of the formula and in each case by reference to use for the floorspace as set out in the Town and Country (Use Classes) Order 1987 as applicable at the date of the Application</p>
“Works Plan”	means the drawings listed in the fourth column of the table in Part 2 to this Sixteenth Schedule and included in the Appendix hereto
“Works”	means the principal works together with associated preparatory and ancillary works and the amenity and accommodation works described in Paragraph 8 of this Schedule

1.2 The Works are works which the County Council is authorised to execute by virtue of Part V of the 1980 Act

2. **BUS ROUTE AND PRIMARY HGV ACCESS**

The Owner covenants with the County Council:

2.1 not to cause or permit Commencement of Development on any part of Masterplan Area A until there have been submitted to the County Council and approved by it in writing a plan showing the route of the Bus Route and Primary HGV Access through the Development in accordance with the following:

2.1.1 compliance in all respects with the Bus Route and Primary HGV Access Specification

2.1.2 provision of a road loop directly off the Bus Route and Primary HGV Access passing the Primary School, which must be accessible by a 15m coach

2.2 not to cause or permit the first Occupation of any Commercial Unit or Dwelling on any part of Masterplan Area A until:

2.2.1 there have been submitted to the County Council and approved by it in writing in respect of items

(a) in principle drawings of the Bus Route and Primary HGV Access

(b) duration of construction of the Bus Route and Primary HGV Access and the long stop for its completion

(c) commuted maintenance sums in respect of the cost of future maintenance of the Bus Route and Primary HGV Access; and

(d) a plan identifying the land to be dedicated for the purposes of the Bus Route and Primary HGV Access; and

2.2.2 title has been deducted to the satisfaction of the County Council in respect of any land to be dedicated for the purpose of the Bus Route and Primary HGV Access and any mortgagee of such land has released it from its charge; and

2.2.3 a Section 38 Agreement incorporating the matters agreed and approved as set out in paragraphs 2.2.1(a) to 2.2.1(d) has been entered into by the Owner and all parties with an interest in any land to be dedicated have also joined in such agreement

2.2.4 the Bus Route and Primary HGV Access has been completed to binder course level (but with iron work flush with the binder course) pursuant to and in accordance with the Section 38 Agreement

3. BUS ROUTE AND PRIMARY HGV ACCESS – USE

The Owner further covenants with the County Council

3.1 Immediately following practical completion of any section of the Bus Route and Primary HGV Access to adoption standard to binder course level (but with iron work

flush with the binder course) and the issue by the County Council of a certificate of practical completion to permit its use by vehicular and pedestrian traffic (including buses) prior to its adoption as a public highway

- 3.2 To take out and maintain from the first opening to traffic of any part of the Bus Route and Primary HGV Access until adoption as highway maintainable at the public expense such insurance as is reasonably satisfactory to the County Council and the bus service operators as may be necessary to enable bus services to operate on that part of the Bus Route and Primary HGV Access

4. PUBLIC TRANSPORT INFRASTRUCTURE OBLIGATIONS

4.1 The Owner covenants with the County Council

4.1.1 not to cause or permit Commencement of Development on Masterplan Area A until there have been agreed in writing with the County Council the precise location for 6 pairs of bus stops in the Site in accordance with the indicative bus stop positions shown on the Bus Route and Primary HGV Access Plan and the specification and timetable for the delivery of the Bus Stop Infrastructure by the Owner as follows:

4.1.2 to provide the Bus Stop Infrastructure at each location and in accordance with the timetable agreed in accordance with paragraph 4.1.1 above and in any event not to cause or permit more than 600 Dwellings to be Occupied on Masterplan Area A before the Bus Stop Infrastructure has been provided at all the bus stop locations identified pursuant to paragraph 4.1.1 above

5. HEYFORD MASTERPLAN WORKING GROUP'

The Owner covenants with and undertakes to the County Council:

- 5.1 Within 3 months of the grant of the Planning Permission at the Owners expense to organise and facilitate the setting up of the 'Heyford Masterplan Middleton Stoney Traffic Mitigation Working Group', whose purpose, scope, authority, membership, meeting frequency, location, procedures, reporting arrangements, resources, budget, deliverables, arrangements for review and timescales are set out in the Terms of Reference attached as Annex 2 to this Schedule

- 5.2 To carry out the monitoring of traffic in Middleton Stoney in accordance with the Middleton Stoney Traffic Monitoring Strategy and to report the results of that monitoring to the Heyford Masterplan Middleton Stoney Traffic Mitigation Working Group' until the same ceases to meet in accordance with its terms of reference

6. **CONNECTIVITY**

The Owner covenants with and undertakes to the County Council:

- 6.1 not to cause or permit the first Occupation of any Dwellings on the area of the Site marked Phase 13 on the Parameters Plan prior to the construction and opening to the public of a Pedestrian and Cycle Connection up to either

6.1.1 the eastern boundary of the area of the Site marked Phase 13 on the Parameters Plan or

6.1.2 another location to the north of the area of the Site marked Phase 13 on the Parameters Plan so as to enable the delivery of a Pedestrian and Cycle Connection to the grey land marked 15 on the Parameters Plan and

- 6.2 prior to first Occupation of any Dwellings on the area of the Site marked Phase 13 on the Parameters Plan to construct and open to the public a Pedestrian and Cycle Connection up to either:

6.2.1 the eastern boundary of the area of the Site marked Phase 13 on the Parameters Plan or

6.2.2 another location to the north of the area of the Site marked 13 on the Parameters Plan so as to enable the delivery of a Pedestrian and Cycle Connection to the grey land marked 15 on the Parameters Plan

- 6.3 to use reasonable endeavours to ensure that the Pedestrian and Cycle Connection is aligned with any pedestrian and cycle route constructed or to be constructed in the adjacent site so as to create a pedestrian and cycle link between the two sites

7. **JUNCTION 10 WORKS OBLIGATIONS**

The Owner covenants with and undertakes to the County Council:

- 7.1 Not to cause or permit the first Occupation of any further Dwellings or Commercial Units from the date Development Trigger D is reached unless or until the Junction 10 Improvement Scheme has been completed
- 7.2 Provided Always that in the event that the highway authority for the M40 decides not to carry out the Junction 10 Improvement Scheme then the parties will work together to agree an alternative control on Development by reference to any replacement or alternative highway improvement scheme implemented by the highway authority for the M40 before Development Trigger D is reached
- 7.3 And further it is agreed that if the Junction 10 Improvement Scheme has not commenced by 31 March 2025 then the parties acting reasonably will agree an alternative restriction on development by reference to any alternative scheme proposed or approved by the highway authority for the M40

8. WORKS OBLIGATIONS

The Owner covenants with and undertakes to the County Council:

- 8.1 To comply with the following in respect of each Works Package set out in column A in Table 1 below prior to the event specified in column B in the table below and not cause or permit the event specified in column B to occur unless the following have been complied with
 - 8.1.1 there has been submitted to the County Council and approved by it in writing in principle drawings for the relevant Works Package together with associated drawings and technical information as set out in the County Council's Section 278 application form as adjusted from time to time
 - 8.1.2 there has been submitted to the County Council and approved by it in writing plans detailing the land (if any) to be dedicated following completion of the relevant Works Package and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated;
 - 8.1.3 The anticipated duration of construction of the relevant Works Package has been agreed with the County Council together with the longstop date for completion of the Works Package and commuted maintenance sum in respect

of the cost of future maintenance, and as applicable replacement of the Works Package has been agreed; and,

8.1.4 a Section 278 Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraphs 8.1.1 to 8.1.3 above has been entered into by the Owner in respect of the relevant Works Package 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 and it is acknowledged by the parties that separate Section 278 Agreements could be entered into in respect of the relevant Works Packages and similarly that a combined Section 278 Agreement may be entered into in respect of multiple Works Packages

8.2 To carry out and complete the relevant Works Package as set out in column A of Table 1 below prior to the event specified in Column C in respect of that Works Package and not to cause or permit the event specified in Column C to take place unless and until the relevant Works Package has been carried out and completed in accordance with the relevant Section 278 Agreement and in respect to Works Package D not to cause or permit any further Development to take place after the event has occurred unless and until Works Package D has been completed

9. TABLE 1

A – Works Packages	B	C
A	Prior to (a) Development Trigger A being reached; or if earlier, (b) the Commencement of Development on Masterplan Area A	Prior to both - first Occupation of any building including a Dwelling comprised in Masterplan Area A; and - prior to the date on which Development Trigger B is reached
B	Prior to the Commencement of Development on Masterplan Area A	Prior to first Occupation of any building including a Dwelling comprised in Masterplan Area A

A – Works Packages	B	C
C	Prior to (a) Development Trigger A being reached; or if earlier, (b) the approval of a Qualifying Application on Masterplan Area A	Within 12 months of the completion of Works Package A
D	Prior to the date on which Development Trigger A is reached	Prior to the date on which Development Trigger B is reached
E	Prior to Occupation of the 450 th Dwelling	Prior to Occupation of the 500 th Dwelling

PART 2: THE WORKS

1. PRINCIPAL WORKS

The provision and construction of the following works as shown indicatively on the Works Plan (“the Principal Works”):

Highway works Package	Title	Description	Drawing number
A	Camp Road/Chilgrove Drive Junction Improvements	Signalisation of junction together with bridleway crossing facilities	39304/5501/SK26, Rev I.
B	Camp Road East Improvements	Works on Camp Road to provide a footway between the existing footway and Chilgrove Drive, including a zebra crossing	16871-SK381 Rev B and 16871-SK380 Rev B
C	Unnamed Road Ped/Cycle and Junction Improvements	Pedestrian and cycle path adjacent to the unnamed road linking camp road and the b430, and signalisation of the junction of that road and the B430, incorporating crossing of the B430 for non-	39304/5501/SK58.

Highway works Package	Title	Description	Drawing number
		motorised users including equestrians.	
D	B430 / Ardley Road / Bucknell Road Junction Improvements	Signalisation of the junction of B430 / Ardley Road / Bucknell Road junction in Ardley	39304-5501-SK65
E	Hopcroft Halt 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	S9304/5501/SK03 Rev H

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 Principal Works such alteration thereof) as the Council shall consider requisite for the proper construction and functioning of the Principal Works including:-

- all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works
- all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
- all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works
- all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
- all kerbs islands verges and reservations including the grading and seeding of grassed areas
- all measures necessary to ensure visibility for drivers at any bend or junction

- all traffic signs road markings bollards and safety barriers
- 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:-

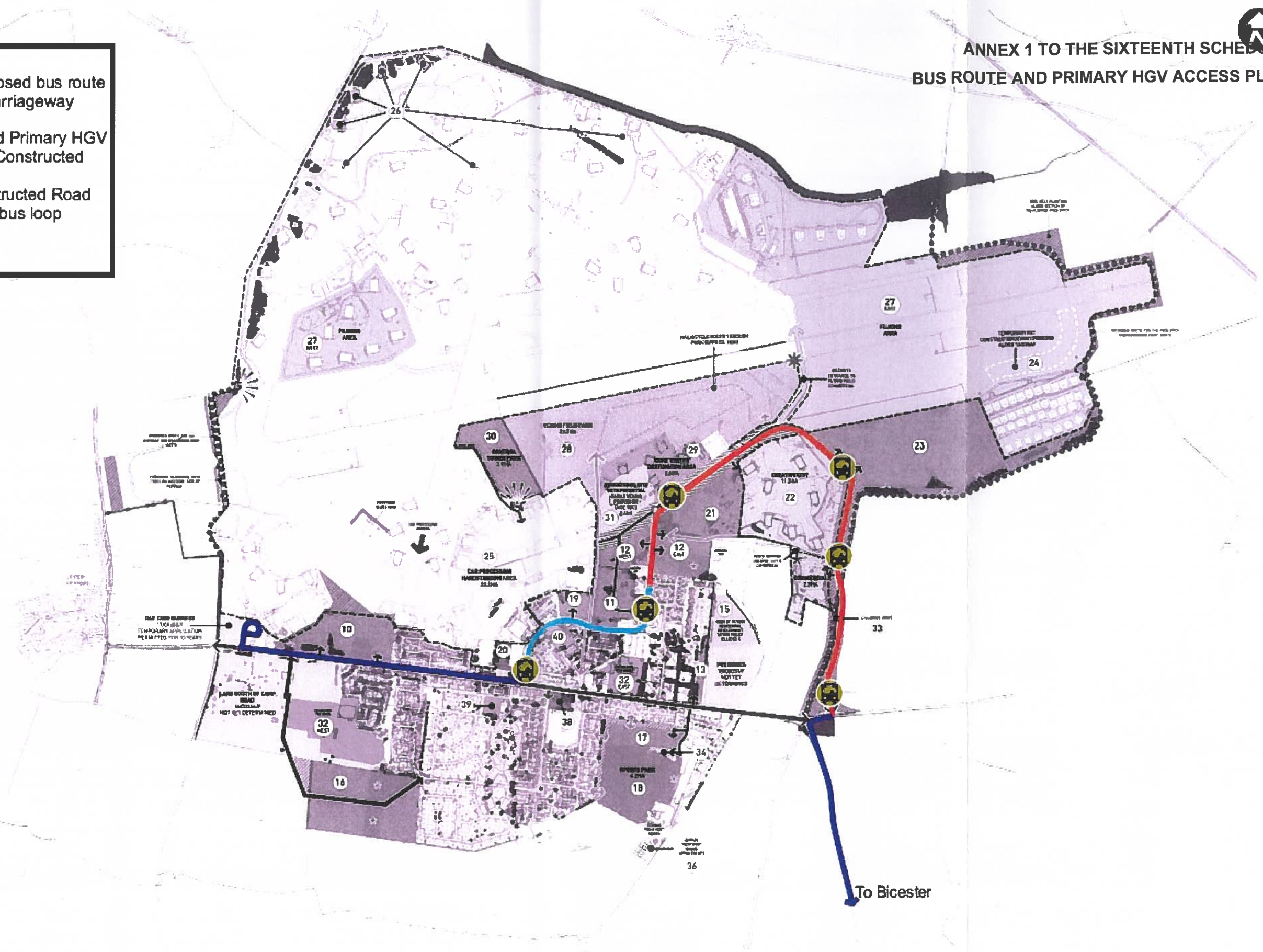
- any earth bunds and/or planting necessary to screen the Principal Works
- all fences gates hedges and other means of separation of the Principal Works from adjoining land
- any necessary alteration of any private access or private or public right of way affected by the Principal Works
- any necessary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



ANNEX 1 TO THE SIXTEENTH SCHEDULE BUS ROUTE AND PRIMARY HGV ACCESS PLAN


Key:

-  Route of proposed bus route on Existing Carriageway
-  Bus Route and Primary HGV Access to be Constructed
-  Existing Constructed Road to be used as bus loop
-  New Bus Stop



Heyford Park
Proposed Bus Service and Bus Stop Locations

Dorchester Group
Contains Ordnance Survey data © Crown copyright and database right 2020.

Figure 1
Final
Date: 01/03/2022
Drawn by: JC
Checked by: PR

J:\5069 Heyford Park T2 Post App\Wahid\Technical\Q001

ANNEX 2 TO THE SIXTEENTH SCHEDULE

BUS ROUTE AND PRIMARY HGV ACCESS SPECIFICATION

1	Description	A road linking Camp Road at its junction with Chilgrove Drive and the existing spine road adjacent to Phase 11, providing access to the flying field commercial area, filming area, Creative City, Core Visitor Destination Area, Flying Field Park, Primary School and Residential Phases 23, 21 and 12
2	Conformance to guidance/ standards	<ul style="list-style-type: none"> • Manual for Streets • LTN 1/20 (though see below) • OCC Street Design Guide • Bus Services and New Residential Developments (Stagecoach) <p>Including all updates/replacements of the above PLUS: Any other relevant national standards/guidance, or guidance introduced by the councils</p>
3	Design speed	20mph
4	Alignment	Curvature sufficient to support speed limit but must demonstrate swept path for max artic and 12m bus to pass each other in both directions.
5	Construction	<p>Where OCC agrees that the concrete runway is in good condition (ie no cracking) and the new road alignment is entirely within the existing concrete runway, then an overlay of 40mm AC10 40/60 surface course, 60mm of AC20 40/60 binder and 180mm of AC32 40/60 base is required. No sub-base required.</p> <p>Cross joints are required at each end, and joints required to match up to the existing joints in the concrete.</p> <p>Where new road is not on existing concrete runway, construction as above plus type 1 sub-base and capping based on the formation CBRs, to the depths given in Table 1 below.</p>
6	Cycle facilities	<ul style="list-style-type: none"> • LTN 1/20 compliant, segregated from pedestrians, on both sides of the road. • Mixed traffic not appropriate irrespective of traffic volumes, due to presence of HGVs.
7	Crossings	<ul style="list-style-type: none"> • Crossings on desire lines for access to school in vicinity of school must be controlled. • Elsewhere NMU crossings to be provided on all key desire lines of type in accordance with relevant guidance and as agreed with OCC.

8	Drainage	<ul style="list-style-type: none"> • Over edge to swales wherever possible. • In accordance with advice contained in Oxfordshire Flood Toolkit or any subsequent guidance that may replace it. <p>Developers - Oxfordshire County Council - Flood Toolkit (oxfordshirefloodtoolkit.com)</p>
9	Direct accesses	Access onto the road in forward gear only, via service roads or grouped driveways
10	Bus stop infrastructure	<p>6 pairs of bus stops, in positions as shown indicatively on Bus Route and Primary HGV Access plan. For all stops the following are required:</p> <ul style="list-style-type: none"> • 3 bay shelter of a type suitable for installation of RTPi display by OCC • Pole / flag / timetable case to OCC spec (attached) • Hardstanding area minimum 24m² (can include shelter space and footway but <u>not</u> cycleway or cycle parking) • Hardstanding minimum width 2.5m • If hardstanding includes footway, minimum 2m clear unobstructed path through for pedestrians required • If cycle facility at footway level (including shared footway/cycleway), this must be routed behind bus stop hardstanding and shelter (e.g. cycle bypass arrangement), <u>not</u> through it • Minimum parking for 6 cycles (3x sheffield type stands) within 50m of each stop or pair of stops

NOTE: when setting corridor width, allowance must be made for all sight lines, plus verges, trees, setback of buildings and any other features required in the Design Code to be agreed by the Planning Authority.

Table 1

	Ref CD 225						
CBR	<2.5	2.5-5	5-7.5	7.5-10	10-12.5	12.5-15	15+
Mpa (approx)	<30	30-50	50-65	65-75	75-90	90-100	100+
Using a design for Foundation Class 2, to give a Foundation Surface Modulus of 100+ (CBR 15+):-							
Sub-Base only fig 3.18							
Type 1 sub-base (CI 803)	-	420	265	240	220	210	200
Sub-base+Capping fig3.20							
Type 1 sub-base (CI 803)	250	250	200	165	150	150	150
Capping (CI 613)	1000	420	250	220	200	170	150
	Ref para 2.7 & 2.8						
							JEX 23/6/20

ANNEX 3 TO THE SIXTEENTH SCHEDULE

HEYFORD MASTERPLAN MIDDLETON STONEY TRAFFIC MITIGATION WORKING GROUP

Terms of Reference for Heyford Masterplan Traffic Mitigation Working Group for Middleton Stoney

Name	Heyford Masterplan Traffic Mitigation Working Group for Middleton Stoney
Purpose:	To review and advise on proposals for mitigation of the traffic congestion impact on the junction of the B430 and B4030 arising from development at Heyford Park, as permitted under planning application 18-00825-HYBRID
Scope:	<p><u>In scope:</u> consideration of whether to implement the bus gate mitigation package proposed in connection with the planning application to mitigate congestion at the B430/B4030 junction, or an alternative scheme (which could include no intervention) together with the impact on neighbouring Parishes of any such scheme. This would be informed by an agreed scheme of monitoring outlined in Stantec Technical Note 004 (attached in Annex 4 hereto) to establish if traffic patterns have changed over time and in line with predictions made in the Transport Assessment.</p> <p><u>Out of scope:</u> other elements of the overall mitigation package including financial contributions, and highway works at other locations including village traffic calming measures.</p>
Authority:	The working group will be advisory only.
Membership:	Dorchester Group, Cherwell District Council, Oxfordshire County Council, Ward and Division local councillors, Middleton Stoney Parish Council, and representatives of other Parish Councils including from Fritwell; Ardley; Somerton; North Aston; Chesterton; Middleton Stoney; Lower Heyford; Kirtlington, Bucknell and Upper Heyford, and Neighbourhood Plan Forum as appropriate

Meeting frequency:	Bi-annual, commencing within three months of grant of planning permission and continue until 30% occupancy of the development of Policy Villages 5, as defined by the Trigger Formula
Meeting location:	On-line where possible
Meeting procedures:	Meeting organised and facilitated by Dorchester Group, Chair TBC. Time and day to be confirmed, duration normally no more than one hour. Quorum not necessary as advisory only; agendas and minutes to be written and circulated by Dorchester, with papers circulated at least one week before the meeting.
Reporting	Annual report to be prepared by Dorchester and submitted to OCC and CDC.
Resources and budget	All costs associated with the meeting are to be borne by Dorchester Group. The cost of any further modelling work or technical work over and above the traffic monitoring and monitoring report will be drawn from the Middleton Stoney contribution.
Deliverables	The group will advise Cherwell District Council Planning Committee, Cherwell District Council and Oxfordshire County Council on the communities' views on whether the bus gate or an alternative scheme (which could include no intervention) should be delivered.
Review	These ToR to be reviewed annually following the first meeting.

**ANNEX 4 TO THE SIXTEENTH SCHEDULE
MIDDLETON STONEY MONITORING STRATEGY**



Revision B

Monitoring Approach

The owner will, at their own expense, undertake monitoring at Middleton Stoney to establish how traffic flows at the junction change with time as the Heyford Park development is built out. This monitoring will feed into a study of the junction to establish whether the proposed bus gate mitigation remains the most suitable intervention for this location.

The Monitoring Strategy will be undertaken as follows:

1. Surveying will be undertaken by installing Automatic Traffic Counters (ATCs) on each arm of the junction for a period of two weeks. In addition, Manual Turning Counts on each of the arms will be undertaken during the peak periods for one weekday during the two-week period. Both surveys will classify all the movements by vehicle type, providing additional useful information on the number of HGVs at this location.
2. The surveys will be undertaken during a neutral month and at a time when events such as roadworks would not unduly impact on the operation of the junction. The indicative location of these surveys in relation to the site and the junction is illustrated in Figure 1.
3. A specialist survey company will be commissioned to undertake the survey and the scope will be agreed with the Local Highway Authority. The raw survey data will be provided to the Local Highway Authority on completion of each survey.

Timescales

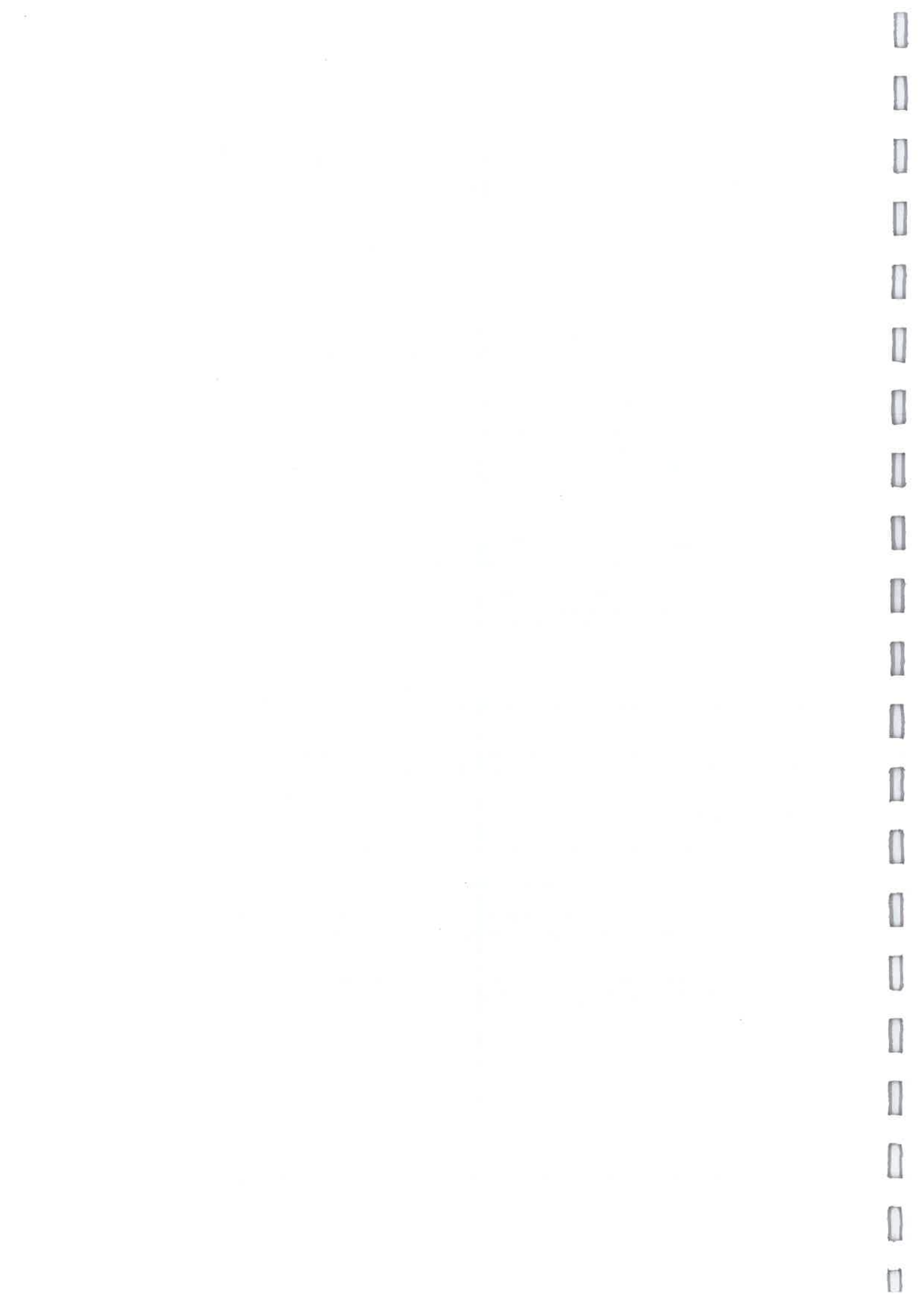
To establish a baseline the first survey will be undertaken on implementation of the planning application, prior to any occupations associated with application number 18/00825/HYBRID.

The surveys will be undertaken until one year prior to the design contribution trigger point being required. This will enable time to undertake the study and agree the mitigation proposals prior to the initial payment being made. On this basis, the surveys will be undertaken up until the point that 30% of the development is built out.

This is equivalent to:

- 790 residential dwellings associated with the allocation and no employment
- 75% of the employment and no residential dwellings
- A mix of development equivalent in terms of traffic generation to either of the above scenarios (by applying the trip generation formula as set out within the main text of the Section 106 agreement) where total trips should not exceed 465 trips.

The survey and monitoring approach described in this note will be undertaken with a minimum frequency of annually until the threshold is reached.



Key

- Heyford Park Boundary
- Potential Bus Gate
- Turning Counts
- ATC Surveys

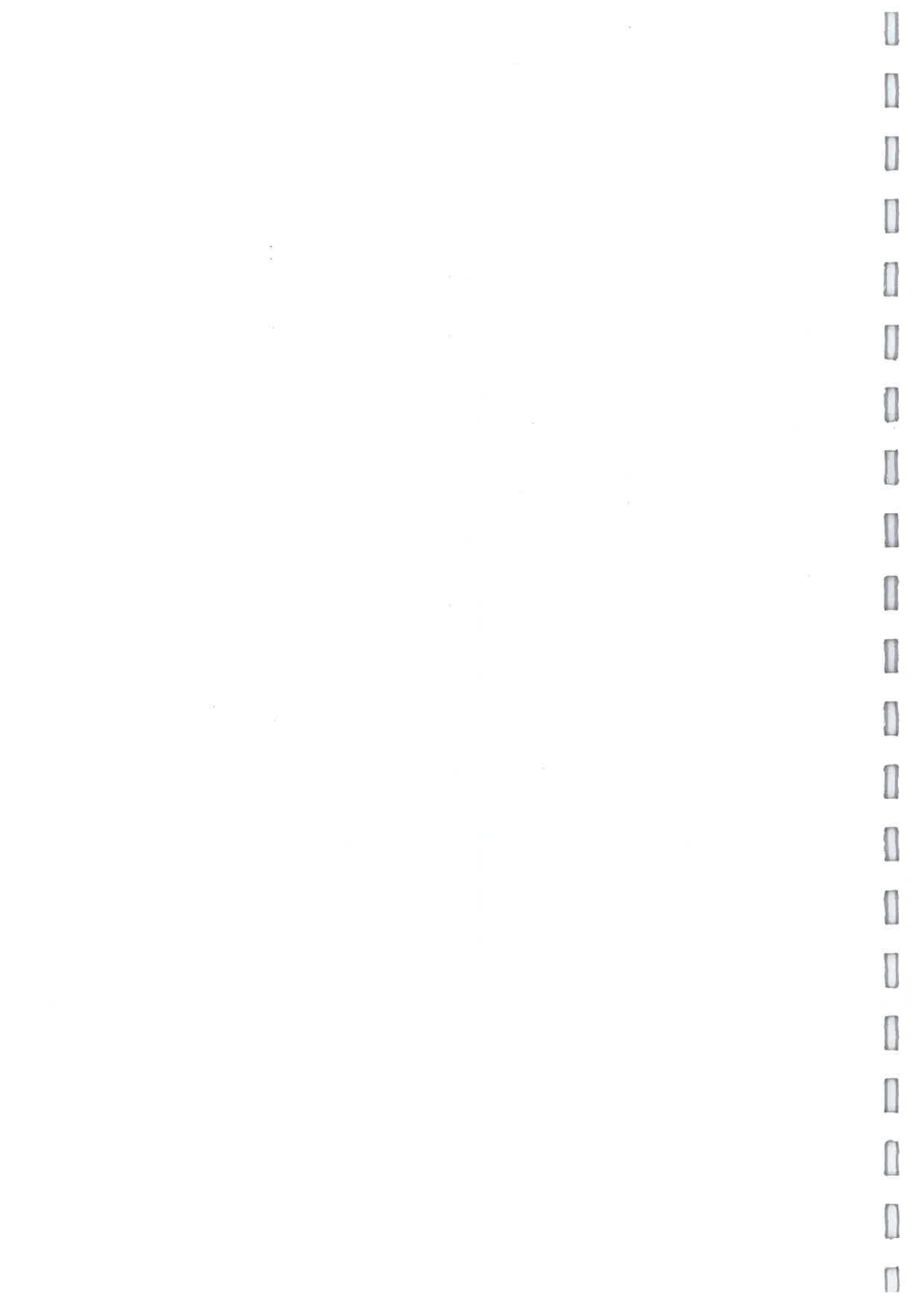


	Client
	Dorchester

Heyford Park
Middleton Stoney Monitoring Strategy

Mark	Revision	Drawn	Date	Chkd
Date	28/05/2021			
Scale	NTS			
Drawn by	NL			
Checked by	JH			

Figure 1



**ANNEX 5 TO THE SIXTEENTH SCHEDULE
DRAFT SECTION 278 AGREEMENT**

DATED

20

OXFORDSHIRE COUNTY COUNCIL

-and-

(OWNER)

-and-

(DEVELOPER)

Agreement relating to highway works at []
to be undertaken by Developer
Planning Application number: []

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 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 [] 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 assign

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

1.17 "Section 106 Agreement" means

And "Occupation" and "Dwelling" shall have the meanings assigned to them in the Section 106 Agreement

1.18 "the Site" means the land at [] Oxfordshire shown edged black on the Site Plan

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

1.20 "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

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

1.22 "the Works Plan" means the drawing(s) numbered [] annexed to this Deed

1.23 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

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

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

1.26 Where the context so requires:-

1.26.1 the singular includes the plural and vice versa

1.26.2 the masculine includes the feminine and vice versa

1.26.3 persons includes bodies corporate associations and partnerships and vice versa

1.27 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

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

1.29 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 [It has been agreed [by virtue of the Section 106 Agreement that the Development shall not be implemented [as therein defined] prior to the completion of this Deed and that no Dwelling at the Development shall not be Occupied prior to the completion of the Works in accordance with the Deed
- 2.5 The Off-Site Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act
- 2.6 It has been agreed between the 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
- 2.7 This Deed (which the Council are satisfied will be of benefit to the public) is made under Sections 38 72 and 278 of the 1980 Act [Section 106 of the 1990 Act], Section 111 of the Local Government Act 1972 and all other enabling powers [and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner the Developer and the Mortgagee in respect of the Site and enforceable by the Council

3. **Covenants**

The Owner and the Developer covenant:-

- 3.1 not to cause or permit [any Dwelling at the Site to be Occupied/ 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] until 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 Works¹⁶.
- 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 payment¹

¹⁶ Note a provision may be required for agreed payment under Section 59(3) Highways Act 1980

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**¹⁷

The Mortgagee acknowledges that the Site is bound by the obligations contained in this Deed [and in the event that the dedication area is revised further to clause 4.2 the Mortgagee agrees that any part of the dedication area which is subject to its charge

¹⁷ consider further amendment to accord with mortgagee provision in Section 106 agreement

shall be released from such charge on dedication pursuant to clause 4.1 and the Mortgagee will execute such further documentation as may be required to effect this]

7. Costs

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

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 People & 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")

(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



OXFORDSHIRE COUNTY COUNCIL

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

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2016 Edition

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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
<p>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;</p>	<p>No later than 3 months before any tender is invited for the execution of the Works</p>	<p>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</p>

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</p> <p>(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>	
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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>	
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9.8

<p>Part 1</p> <p>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</p> <p>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.¹⁸</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.</p> <p>Location of the survey/testing to be advised to the Council and if applicable adjusted to ensure regulatory compliance.</p>
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¹⁸ 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.	
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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.	
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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)¹⁹:-

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;

¹⁹ 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 function³²⁰ ;
 - 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 function²¹; 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.

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.

²⁰ This relates to for example Section 127HA

²¹ 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

12.2 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

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.

.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

SIGNED AS A DEED by the said }
in the presence of: }

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

Director of Law & Governance/
Designated Officer

**ANNEX 6 TO THE SIXTEENTH SCHEDULE
DRAFT SECTION 38 AGREEMENT²²**

DATED

20

- and -

THE OXFORDSHIRE COUNTY COUNCIL

AGREEMENT

**S38 (and S278) Highways Act 1980
(and S106 Town and Country Planning Act 1990)**

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

²² NOTE: at adoption will need to liaise with Legal Services to ensure requisite drainage easements in place for estate highway drains. If an easement is designed into the scheme, drafting amendments are required and a deed of grant is to be attached to the s38

- 1.7 "Certificate of Practical Completion" means a certificate issued by the Engineer under clause 11.2
- 1.8 "Commuted Sum" means the sum of [] Index Linked towards the future maintenance and as applicable renewal of the Works
- 1.9 "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 street works authority or county planning authority and any duly appointed employee or agent of the Council or such successor
- 1.10 "the Engineer" means the Council's Director for Planning and Place
- 1.11 "the Estate Highway Drains" means any part of the drainage system for the Roads which will be sited at the Land and which will not be encompassed within the boundaries of the Roads
- 1.12 "Health and Safety File" means a file prepared in accordance with its Construction (Design and Management) Regulations 2015 and including the As- Built Drawings
- 1.13 "Highway Works" means works on the existing public highway to be carried out in conjunction with the construction of the Roads as shown coloured [pink] on the Plan
- 1.14 "including" means including without limitation and 'include' shall be construed accordingly

1.15 "Index-Linked" means adjusted according to any increase occurring between and the date of payment of the Commuted Sum in a composite index comprised of the following indices of the 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 Owner and the Council

1.16 "the Land" means the land at [] Oxfordshire shown edged red on the Plan

1.17 "Land Compensation Acts" means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any statute enacted on a date on or after the date of execution of this Agreement which confers a right of compensation for the compulsory

acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works

1.18 "the Owner" means the said (company number) of/whose registered office is at and their successors in title and assigns

1.19 "the Plan" means the plan (drawing (s) number annexed to this Deed of Agreement

1.20 "the Planning Permission" means the planning permission application reference []

1.21 "the Roads" means the carriageways footways cycleways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey magenta and green respectively on the Plan and including highways drains road gulleys swales and soakaways and connections [and any off site highway drainage] which are shown coloured blue on the Plan and any street lighting equipment which is shown coloured red on the Plan [any other structures which are shown outlined/coloured orange on the Annexed Drawing [and all other things on the Land ancillary thereto]²³. The Roads do not include any trees, shrubs or other vegetation save as expressly identified on the Plan as part of the Roads²⁴.

²³ adjust as appropriate. Be careful not to include anything which is not to become maintainable at public expense

²⁴ for new projects the intention is that Plans specifically identify trees and the like which are to be within the adoption area.]

- 1.22 "the Service Media" means all drains sewers pipes wires cables and associated apparatus for the supply of water electricity gas radio television telephone and other audio visual and data signals and the disposal of foul and surface water
- 1.23 "the Specification" means the specification plans and sections approved by the Engineer which shall comply with the Council's conditions and technical specifications for the construction of roads in residential areas and shall include the provision of means for lighting the Roads in accordance with the Council's requirements
- 1.24 "Statutory Undertaker" means a body with a statutory right as defined in Section 105 (1) New Roads and Street Works Act 1991 to undertake street works as defined in that Act
- 1.25 "the Works" means the construction of the Roads and the Highway Works
- 1.26 Reference in this Agreement to fees for inspection of Works shall include fees for consideration of plans drawings and specification for the Works
- 1.27 Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply
- 1.28 Headings in this Agreement 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 Agreement

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 on 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 Owner is the owner of the freehold of the Land registered at the Land Registry with title absolute under title number [] free from incumbrances/ subject to [] as the Owner hereby warrants

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

3. Preconditions to Commencing Works

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

- 3.1 the certificate of approval of drawings has been issued by the Council
- 3.2 not less than 28 days prior notice in writing of intention to commence works has been given to the Engineer (provided always for the avoidance of doubt this notice is for the purpose of this agreement only and does not constitute notice for any other function of the Council)
- 3.3 guarantors satisfactory to the Council have entered into a Bond in the sum of [(to be inserted)] in such form as shall be approved by the Council guaranteeing the performance by the Owner of its obligations under this Agreement
- 3.4 the Owner has secured easements (in such form as shall have previously been approved by the Council) over any land in the ownership of a third party through which any part of the highway drainage system will pass or into which the system will discharge (the routes of such easements to be shown on the As-Built Drawings) and where applicable such easements have been registered at HM Land Registry and has secured all requisite consents for any discharge of highway drainage into a watercourse
- 3.5 insurance in accordance with clause 4.3 has been approved by the Council

4. Execution of Works

4.1 The Owner will execute the Works

4.1.1 entirely at its own expense;

4.1.2 in accordance with this Agreement and the Specification;

4.1.3 to the satisfaction in all respects of the Engineer;

4.1.4 with monitoring by the Engineer; and

4.1.5 with all due diligence and in a good and workmanlike manner using only good quality materials and in accordance with all statutes, secondary legislation, national and governmental codes of practice, best practice guidelines and similar instruments

4.2 Without prejudice to the generality of clause 4.1 the Owner will in compliance with requirements of the Council erect lamp columns or wall/pole mounted brackets and fittings and other street lighting equipment as specified by the Engineer and arrange for the connection of the electricity supply so that the street lights are in working order to the satisfaction of the Engineer

4.3 The Owner will take out and maintain public liability insurance so as to cover the liability of the Owner and of its employees and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works throughout the execution of the Works until they are adopted as

highway maintainable at public expense and the sum insured will be not less than £10million in respect of a single incident

4.4 The Owner will comply with the following additional obligations in carrying out the Highway Works:-

4.4.1 The Owner will before undertaking works for connecting the Roads with any highway maintainable at the public expense give notice to each person board or authority being an undertaker (as defined in the New Roads and Street Works Act 1991) for the time being of any Service Media laid in upon or under such highway of the proposal to make such connection and will indemnify the Council in respect of the cost of any works or measures considered necessary by any undertaker in consequence of the proposal to make such connection

4.4.2 The Owner will carry out the Highway Works and the associated part of the Works in the area edged orange on the Plan in accordance with a timetable which has been approved by the Council to the intent that the Highway Works and such associated part of the Works are undertaken at the commencement of the Works and are completed by []

4.5 Prior to the commencement of the Works the Owner will provide suitable vehicle and wheel cleaning apparatus on the Land and shall ensure that such apparatus is maintained in good and usable condition and used by all vehicles immediately before leaving the Land to

prevent mud or other materials being deposited on the adjoining existing highways

5. Duration of Works and Extension of Time

- 5.1 The Owner will complete the Works no later than [*(to be agreed)*]
- 5.2 Without prejudice to any other right or remedy of the Council, the Council may at any time permit an extension of time to complete the Works for such period of time as the Council shall in its discretion determine and the Owner shall pay within 14 days of demand such additional inspection fees (in addition to that provided for in clause 10.1) as is necessary to reimburse to the Council the additional cost incurred in inspecting the Works by reason of the grant of such extension of time

6. Services

- 6.1 The Owner will ensure that any Service Media to be laid under the Roads
- 6.1.1 are laid to the satisfaction of the Engineer in compliance with any requirements of the Engineer as to the laying position depth protective covering or other matter concerning any such apparatus and will afford all necessary facilities to enable the Engineer to satisfy himself that any requirements laid down by him have been observed and
- 6.1.2 are laid to the boundaries on either side of the Roads to points to be agreed with Engineer

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

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

7. **Occupation**

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

8. **Testing**

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

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

9. Maintenance (General)

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

10. Payment

10.1 The Owner will on the execution of this Agreement pay to the Council the sum of [(*to be specified*)] in respect of the monitoring of the Works by the Council (and without prejudice to the other provisions of this clause 10 the general management of this Agreement) and in addition (and without prejudice to clause 10.6) the Council's legal charges and disbursements in connection with the preparation and completion of this Agreement

10.2 The Owner will pay the Commuted Sum to the Council prior to the issue of the Certificate of Adoption and not later than 10 months after the issue of the Certificate of Practical Completion

10.3 The Owner will pay on demand (or if later together with payment further to clause 10.2) to the Council the aggregate sum of £13 multiplied by the number of street lighting columns

10.4 In the event that any payment due to the Council pursuant to this Agreement is not paid by the due date then interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc will be paid to the Council on the amount outstanding from the due date to the date of payment

10.5 The Owner will pay to the Council within 14 days of demand any costs incurred by the Council in the promotion of and where applicable making and implementing any orders that regulate traffic which the Council deems appropriate because of the Works and whether promoted, made or implemented before, during or after completion of the Works

10.6 The Owner will pay to the Council within 14 days of demand legal charges and disbursements incurred by the Council in connection with the consideration and where applicable completion of easements to be secured pursuant to clause 6.5 and exceptions and reservations and deeds of grant of easement and covenant further to the Schedule

11. Practical Completion and other arrangements

11.1 The Council shall give consideration to the reduction of the sum secured by the Bond on practical completion of the Roads up to the binder course, the street lighting, highway drainage and any services to be laid in the Roads together with any supporting structures for the

Roads but such a reduction shall be no more than 50% of the sum secured by the Bond for the construction of the Roads and thus for the avoidance of doubt it would exclude any reduction of the sum secured by the Bond for the Highway Works.

11.2 Upon the practical completion of the construction of the Roads in accordance with the preceding clauses of this Agreement the Engineer shall issue a Certificate of Practical Completion and give consideration to a reduction in the sum secured by the Bond (ordinarily a reduction to 10% of the original bond sum).

11.3 Within two months following the date of the Certificate of Practical Completion (or such longer period as the Council may in writing agree) the Owner will forward to the Council the Health and Safety File including As-Built Drawings together with certified copies of all easements secured pursuant to clause 6.5 and all consents obtained in accordance with clause 6.5

11.4 The Owner will remain the street manager for the purposes of the New Roads and Street Works Act 1991 (and as referred to in Section 49(4) of that Act) until such time as the Works become maintainable at the public expense and in this respect the Owner will appoint a supervisor qualified in accordance with the provisions of Section 67 New Roads and Street Works Act 1991 until the Works are adopted

11.5 If during the period of one year after the date of the Certificate of Practical Completion (and any further period during which any of the preconditions specified in clause 12.2 remain to be satisfied) any

defect or damage shall arise or occur in the Roads the Owner will at its own expense and within three months after notification in writing by the Council to the Owner of such defect or damage make good the same to the satisfaction of the Engineer and during such period of one year and during the period until such defect or damage is made good (and any such further period as aforesaid) the Owner will maintain the Works in accordance with the terms of this Agreement

12. Certificate of Final Completion and Adoption

12.1 At the end of the period of one year after the date of the Certificate of Practical Completion (or as applicable any longer period during which any of the preconditions specified in clause 12.2 remain to be satisfied) if the Engineer is satisfied that the Works have been properly maintained and repaired and that all defects (if any) have been remedied he shall issue a Certificate of Final Completion

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

12.2.1 the Engineer has issued his Certificate of Final Completion

12.2.2 unless otherwise agreed by the Council the Owner has procured that an independent safety auditor approved by the Council has undertaken road safety audit stages 1, 2, 3 and 4 on the Works in accordance with GG 119 - Road safety audit and the Owner has carried out at its own expense all the major works identified in the Road Safety Audits to the satisfaction of the Council

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

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

12.3 certified copy easements and consents required in accordance with clause 6.5 have been furnished to the Council and the Council is satisfied that where applicable the Owner will enter into a deed of grant as provided in paragraph 3 of Part 1 the Schedule on the same day as and immediately following the adoption of the Roads

12.3.1 in the opinion of the Engineer all construction vehicles have ceased to use the Roads

12.3.2 the Roads connect directly to a public highway

12.3.3 at least seventy-five per centum of the frontage to the Roads on which the Planning Permission plans show buildings to be erected has been developed by the erection of buildings

12.3.4 any sewers constructed under the Roads under an agreement under Section 104 of the Water Industry Act 1991 have been certified as being adopted (unless the Council at its absolute discretion waives this requirement)

12.3.5 this agreement has been noted on the registers of title number [] as set out in clause 12.5.

12.4 When the conditions set out in clause 12.2 are satisfied (or at the absolute discretion of the Council such conditions have been partially satisfied and this is notified to the Owner) the Roads as shown on the As-Built Drawings shall by virtue of this Agreement be deemed to have been dedicated by the Owner as public highways (for all public highway purposes including use by mechanically propelled vehicles) and adopted by the Council as highways maintainable at the public expense and the Council shall issue a Certificate of Adoption the date of which shall be the specified date under Section 38(3) of the 1980 Act on which the Roads as shown on the As-Built Drawings shall become for the purposes of the 1980 Act highways maintainable at the public expense and on the issue of the Certificate of Adoption the Bond shall be deemed to be discharged save for any prior claim.

12.5 The Council may at its discretion before the Works shall have been completed adopt any part of the Roads (the construction of which part shall have been completed and certified by the Engineer in manner specified above) if such part shall connect directly with an existing vehicular highway maintainable at the public expense. On such adoption the relevant part of the Roads shall be deemed to have been dedicated by the Owner as public highway

12.6 The Owner consents to the noting of the provisions of clause 12.3 and clause 12.4 of (and the schedule to) this Agreement on the registers of Title No. [] and agrees to provide any consents required by HM Land Registry to facilitate registration

12.7 If the Owner shall wish to use any section of the Works which under this Agreement has become a highway maintainable at the public expense with lorries or other heavy vehicles operated on behalf of the Owner in connection with road or building works carried out on the Land or on any adjoining land he shall first consult the Engineer and any such traffic shall in any event be deemed to be extraordinary traffic for the purposes of Section 59 of the 1980 Act and the Owner agrees to pay to the Council any additional cost of repair or maintenance as may be certified by the Engineer as being attributable to such extraordinary traffic due allowance being made for the ordinary cost of maintenance of such section of the highway by reason of normal wear and tear

12.8 The Owner will secure all requisite consents for street name plates (including replacement in a revised style) to be placed and retained on walls constructed at the Land and for painting/repairs to be undertaken to them

13. Default

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

carrying out any such remedial works it undertakes such expenses being a debt due to the Council and recoverable by the Council by action or otherwise provided always that save in case of emergency the Council shall not give a default notice unless it has first afforded the Owner a reasonable opportunity (not exceeding 3 months) to remedy the failure

14. Indemnity

14.1 The Owner will indemnify the Council against all liability actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works except to the extent that they arise out of or are in consequence of any negligence of the Council

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

14.3 Prior to the commencement of the Works the Owner will arrange for a noise survey and assessment to be undertaken by a noise expert approved by the Council in such manner and at such times and

locations approved by the Council and a copy of the survey and assessment shall be given to the Council²⁵

15. No Implied Warranty

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

16. Non-Fetter

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

17. Termination

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

²⁵ to be adjusted to accord with noise insulation regulation requirements

performance or non-observance terminate this Agreement by notice in writing signed by the proper officer of the Council

18. Alienation

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

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

19. Act Reasonably

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

20. Rights of Third Parties

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

21. No Waiver

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

22. Notice

22.1 Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Planning and 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

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

23. Jurisdiction

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

24. Delivery

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

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

NOTES

1. *Agreement requires adjustment where a retaining wall (non-minor) is to be constructed*
 - *Approval in principle to be provided and accepted pre-Agreement – see BD2/12*
 - *BD2/12 process for full approval and then to apply to signoff*
 - *Commuted maintenance to include sum for retaining wall*
 - *Provision of permanent easement for access and for maintenance area with related controls*
2. *Agreement requires adjustment where bus stop (and as applicable shelter) infrastructure is to be provided as part of the works:*
 - *Payment to County Council for provision, installation and maintenance of bus stop pole, flag and case*

- *Outline spec. for bus shelter – detailed spec. to be approved by town/parish council*
- *Bus shelter to be constructed by developer*
 - *Make reference to seating*
 - *Make reference to accommodation of RTI equipment where applicable including power supply to shelter*
 - *Commuted maintenance to include sum for shelter*
 - *Payment to County Council for provision installation and maintenance of RTI equipment where this is required*



which has been disposed of by the Owner and at which the whole or part of the Estate Highway Drains are sited is subject to exceptions and reservations/rights and covenants as provided in Parts 2 and 3 of this Schedule and that they have been noted at H M Land Registry on the title of the Property and the title to the Roads

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

PART 2 – EXCEPTIONS AND RESERVATIONS/RIGHTS

- 1 To use the Estate Highway Drains for the purpose of conveying surface water from the Highway
- 2 To maintain the Estate Highway Drains at the Property
- 3 To enter upon the Property with or without vehicles plant tools equipment and apparatus for the purpose of inspecting cleaning repairing maintaining renewing replacing (with the same or updated apparatus) or removing the Estate Highway Drains as may be necessary from time to time on prior reasonable notice except in case of emergency when no notice will be required
- 4 To open up the surface of the Strip for the purpose of carrying out any inspection cleaning repair maintenance renewal replacement or removal of the Estate Highway Drains as may be necessary from time to time subject to

the person exercising such right causing as little damage as reasonably practicable to the Property and making good all damage caused

PART 3 - COVENANTS

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

[Consider need for a deed of grant if there is a known easement]

[INSERT EXECUTION CLAUSES FOR ALL PARTIES]



SEVENTEENTH SCHEDULE
COVENANTS TO THE COUNTY COUNCIL – CONTRIBUTIONS

1. DEFINITIONS

1.1 In this Schedule and the Twenty-first Schedule the following additional definitions shall apply (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):-

Expression

Meaning

“Bus Service Contribution”

means the sum of TWO MILLION, ONE HUNDRED AND SEVENTY-NINE THOUSAND AND TWO HUNDRED AND THIRTY-EIGHT POUNDS (£2,179,238) Index Linked towards public bus services serving the Site or an alternative scheme of similar benefit costs payable in in the following instalments:

- 1) Bus Instalment 1 means £30,000 Index Linked of the Bus Service Contribution
- 2) Bus Instalment 2 means £550,000 Index Linked of the Bus Service Contribution
- 3) Bus Instalment 3 means £364,202 Index Linked of the Bus Service Contribution
- 4) Bus Instalment 4 means £210,000 Index Linked of the Bus Service Contribution
- 5) Bus Instalment 5 means the final £1,025,036 Index Linked of the Bus Service Contribution

which sum it is acknowledged and agreed has been reduced by the sum of £135,798 which is the remainder of the Bus Service Contribution (as defined in the 2011 Agreement as amended by the Supplemental Agreements) paid to the County Council under the 2011 Agreement (as amended by the Supplemental Agreement) and which if it were not

Expression**Meaning**

deducted from the Bus Service Contribution due under this Deed would be due to be refunded under the 2011 Agreement (as amended by the Supplemental Agreement) and the parties to this Deed agreed that no such refund is due under the 2011 Agreement (as amended by the Supplemental Agreement) once this Deed comes into effect and which payments are subject to the operation of the Twenty First Schedule

“Core Visitor Destination Area”

the area shown marked as such on the Masterplan Area A Plan

“Creative City Phase”

the area shown marked as such on the Masterplan Area A Plan

“Cycle Route Contribution”

means the sum of ONE MILLION AND ONE THOUSAND NINE HUNDRED AND NINETY FIVE POUNDS (£1,001,995) Index Linked towards a cycle route to link the Site with Bicester payable in four instalments as follows

1. Cycle Route Instalment 1 being £210,108
2. Cycle Route Instalment 2 being £114,168
3. Cycle Route Instalment 3 being £565,000
4. Cycle Route Instalment 4 being £112,719

“Cycle Route Notice”

means written notice to the Owner that the Council intends to commence work on the delivery of a the flexipave or other equivalent quality surface of the cycle route cycle route for which the Cycle Route Contribution is payable

“Development Trigger A”

means when the sum calculated by the Trigger Formula is 542 trips

Expression	Meaning
“Development Trigger B”	means when the sum calculated by the Trigger Formula is 620 trips
“Development Trigger C”	means when the sum calculated by the Trigger Formula is 775 trips
“Education Payment”	means any instalment of the Education Contribution due to be paid pursuant to paragraph 2 this Schedule
“Index Linked”	<p>means in relation to</p> <ul style="list-style-type: none"> • the Cycle Route Contribution, Local Weight Restriction Contribution, M40 Contribution, Middleton Stoney Traffic Mitigation Scheme Contribution, Public Transport Infrastructure Contribution, Safety Improvements Contribution (No. 1), Safety Improvements Contribution (No. 2), Village Traffic Calming Contribution adjusted according to any increase occurring between August 2021 and the date when the relevant payment is made to the County 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: <ul style="list-style-type: none"> Index 1 Labour & Supervision..... 25% Index 2 Plant & Road Vehicles..... 25% Index 3 Aggregates..... 30% Index 9 Coated Macadam & Bituminous Products 20%; • the Bus Service Contribution and the Travel Plan Monitoring Contribution adjusted according to any

Expression

Meaning

increase occurring between August 2021 and the date when the relevant payment is made to the County Council in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics.;

- the Primary and Nursery Education Contribution and the Supplemental Primary Education Contribution adjusted according to any increase occurring between index value 333 and the index value for the quarter period in which the contribution is paid in the BCIS All in One Tender Price Index published by the Royal Institution of Chartered Surveyors
- the Library Contribution the Secondary Education Contribution and any Secondary Supplemental Payments the SEND Contribution any SEND Supplemental Payments and the Strategic Waste Contribution adjusted according to any increase occurring between the second quarter of 2017 and the quarter period in which the relevant payment is paid (by reference to the index value for that quarter) in the BCIS PUBSEC (Price Index of Public Sector Building Non Housing) within the BCIS Public Sector Price and Cost Indices (on the basis of the "Extension of PUBSEC TPI") and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors

or if at any time for any reason it becomes impracticable to use any such index such alternative index as may be agreed between the Owner and the County Council

Expression	Meaning
“Library Contribution”	means the sum of ONE HUNDRED AND TWENTY ONE THOUSAND EIGHT HUNDRED AND FORTY TWO POUNDS (£121,842) Index Linked towards the expansion of library capacity serving the Site and more specifically the forward funded costs of the new Bicester Library
“Library Matrix Sum”	<p>means the sum calculated in accordance with the following formula:</p> $£(A \times P) + (B \times Q) + (C \times R) + (D \times S)$ <p>When</p> <p>A means the number of 1 Bed Dwellings B means the number of 2 Bed Dwellings C means the number of 3 Bed Dwellings D means the number of 4 Bed Dwellings P, Q, R and S are as set out in Annex 1 to this Schedule</p>
“Library Supplemental Payments”	<p>means the sum calculated as follows:-</p> <p>(Me – P) Index Linked</p> <p>Where Me is the Library Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date and</p> <p>P is the aggregate of the Library Contribution and any Library Supplemental Payments which have been paid to the County Council at the relevant Return Date in all cases disregarding adjustments for index linking</p>
“Library Supplemental Payment Return Date”	means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the Library Matrix Sum exceeds £121,842
“Local Weight Restriction Contribution”	means the sum of SIXTY NINE THOUSAND NINE HUNDRED AND SIXTY SEVEN POUNDS (£69,967)

Expression**Meaning**

Index Linked towards the promotion, consultation and if appropriate the making of a traffic regulation order or orders to implement weight restriction on the B4030 at Middleton Stoney or other local weight restriction scheme, together with any signage and other works necessary for the order(s) to take effect payable in 2 instalments as follows

1. Local Weight Restriction Instalment 1 being 10% of the Local Weight Restriction Contribution
2. Local Weight Restriction Instalment 2 being the remaining 90% of the Local Weight Restriction Contribution

“Local Weight Restriction Notice”

means written notice by the County Council that the traffic regulation order or orders referred to in the definition of the Local Weight Restriction Contribution have been made and that the works are expected to commence within 6 months of the date of the Local Weight Restriction Notice

“Masterplan Area A”

means all or any one of the Creative City Phase, Commercial Phase, Residential Phase 23, Primary School, or Core Visitor Destination Area each of which is identified on the Masterplan Area A Plan

“Masterplan Area A Plan”

means drawing reference P16-0631/124 Rev A included in the Appendix hereto

“Middleton Stoney Traffic Mitigation Scheme Contribution”

means the sum of ONE MILLION ONE HUNDRED AND EIGHTY ONE THOUSAND AND EIGHTY SEVEN POUNDS (£1,181,087) Index Linked towards the promotion, consultation and if appropriate the making of a traffic regulation order to close to general traffic part of the B4030 west of Middleton Stoney and

Expression

Meaning

any works to the highway required to bring that into effect or an alternative scheme of similar benefit payable in 2 instalments as follows

1. Middleton Stoney Mitigation Instalment 1 being 10% of the Middleton Stoney Traffic Mitigation Scheme Contribution
2. Middleton Stoney Mitigation Instalment 2 being the remaining 90% of the Middleton Stoney Traffic Mitigation Scheme Contribution

“M40 Junction 10 Contribution”

means the sum of Three Million Six Hundred and Sixty Three Thousand Seven Hundred and Twenty Four pounds (£3,663,724) Index Linked towards improvement works to Junction 10 of the M40 which sum also takes account of the payment due in respect of the development of Phase 9 at Heyford Park which comprises part of the Policy Villages 5 Allocation

“Primary School Site”

has the same meaning as in the Fourteenth Schedule

“Primary and Nursery Contribution”

means the sum of Nine Hundred and Fourteen Thousand Six Hundred and Five Pounds (£914,605) Index Linked towards the costs of the County Council in connection with the construction of a primary school with nursery on the Site by the Owner and the equipping of that school including the provision of ICT, furniture and equipment and school set up costs payable two instalments as follows

- 1) Primary Education Instalment 1 being 10% of the Primary Education Contribution and
- 2) Primary Education Instalment 2 being the remaining 90% of the Primary Education Contribution

4.1.4 If the Council reasonably considers that a Return Date is a Secondary Education Supplemental Payment Return Date the relevant Secondary Education Supplemental Payment shall be such sum as the Council reasonably determines and the due date for payment of the relevant Secondary Education Supplemental Payment shall be the Secondary Education Supplemental Payment Return Date and

4.1.5 If the Council reasonably considers that a Return Date is a SEND Supplemental Payment Return Date the relevant SEND Supplemental Payment shall be such sum as the Council reasonably determines and the due date for payment of the relevant SEND Supplemental Payment shall be the SEND Supplemental Payment Return Date and

4.1.6 The provisions of this paragraph 4.2 shall be without prejudice to any other right or remedy of the Council

5. SUPPLEMENTAL PRIMARY EDUCATION PAYMENT

5.1 Subject to the terms of paragraph 5.2 below the Owner covenants with the County Council to pay the Supplemental Primary Education Contribution on the earlier of:

5.1.1 The first Occupation of the 150th Dwelling to be Occupied on the Pink Land;
or,

5.1.2 The date that is 15 months after the first Occupation of the 100th Dwelling to be Occupied on the Pink Land

5.2 In the event a Qualifying Permission for the delivery of the Primary School on the Primary School Site is approved prior to the Trigger Date for payment of the Supplemental Primary Education Contribution then the obligation in paragraph 5.1 above to pay the Supplemental Primary Education Contribution falls away and shall be of no further effect

Annex 1

	<u>1 Bed</u>	<u>2 Bed</u>	<u>3 Bed</u>	<u>4 + Bed</u>
Library	£51.51	£74.45	£115.90	£159.36

TOTALS	P=£51.51	Q=£74.45	R=£115.90	S=£159.36
---------------	-----------------	-----------------	------------------	------------------

	<u>1 Bed</u>	<u>2 Bed</u>	<u>3 Bed</u>	<u>4 + Bed</u>
Secondary Education	£0.00	£1,271.43	£3,305.73	£5,340.02
TOTALS	W= £0.00	X=£1,271.43	Y=£3,305.73	Z=£5,340.02

	<u>1 Bed</u>	<u>2 Bed</u>	<u>3 Bed</u>	<u>4 + Bed</u>
SEND	£0.00	£183.38	£441.89	£633.31
TOTALS	J= £0.00	K=£183.38	L=£441.89	M=£633.31

**EIGHTEENTH SCHEDULE -
COVENANTS WITH THE COUNTY COUNCIL – TRAVEL PLAN**

1. DEFINITIONS

1.1 In this Schedule and the Twenty-first 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):

Expression	Meaning
“Green Travel Default Payment”	<p>the sum Index Linked calculated in accordance with the formula:</p> <p>(a) (number of Dwellings in the Phase in respect of which the Default Event in paragraph 3.1.8 below occurred x £300) minus (the number of Dwellings in that Phase that have received a Green Travel Voucher at the date 14 days after the notification of a Default Event in paragraph 3.1.8 below x £300) and/or</p> <p>(b) (number of full time equivalent employees predicted to be employed by each Commercial Unit in a Phase in respect of which the Default Event in paragraph 3.1.9 below occurred x £75) minus (the number of full time equivalent employees predicted to be employed by each Commercial Unit in a Phase that have received a Green Travel Voucher at the date 14 days after notification of the Default Event x £75)</p> <p>to enable the Council to issue the Green Travel Vouchers</p>
“Green Travel Voucher Scheme”	<p>A voucher system provided on a reclaim basis, to allow residents and employees to be reimbursed against expenditure of things to help them make more sustainable travel choices and reduce car use and items for which green travel vouchers may be exchanged are set out in the Travel Plan paragraphs 9.6.3 and 9.6.4.</p>

Expression	Meaning
“Index Linked”	means adjusted according to any increase occurring between August 2021 and the date payment is made to the Council in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics
“Occupation”	means in respect of a Commercial Unit its first occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations (except where the purposes of the commercial undertaking trading or operating from that unit is security operations) and “Occupied” and “Occupy” shall be construed accordingly;
“Default Event”	means failure to carry out one of the activities as set out paragraph 3.1 below
“Start Date”	means the date of Occupation of the first Dwelling to be Occupied at the Site.
“Travel Plan”	means the Travel Plan annexed to this Schedule
“Travel Plan Default Contribution”	means the percentage of the sum of Five Hundred and Thirty Five Thousand Pounds (£535,000) Index Linked set out in column 3 of the table at paragraph 4 below for the Travel Plan Year in which according to the Travel Plan Year in which the Default Event occurs towards the costs of the County Council implementing the Travel Plan in place of the Owner
“Travel Plan Coordinator”	means the person employed in accordance with the Travel Plan paragraph 8.2.
“Travel Plan Period”	means the period of 10 calendar years starting on the date of the first Occupation of a Dwelling

Expression	Meaning
“Travel Plan Participants”	means any legal person to whom a service benefit or advice is offered in compliance with the Travel Plan
“Travel Plan Year”	means the 12 month period starting on the Start Date and each subsequent year commencing on the anniversary of that date so that Year 1 is the year commencing on the Start Date and ending on the day before the first anniversary of the Start Date and Year 2 means the year commencing on the first anniversary of the Start Date and ending on the day before the second anniversary of the Start Date and so on.
“Travel Information Pack”	a pack to be provided for distribution to staff in the commercial areas of the Development and which shall include the information detailed in paragraph 9.3.4 of the Travel Plan
“Travel Plan Welcome Pack Default Payment”	the sum Index Linked calculated in accordance with the formula: (number of Dwellings in the Phase in respect of which the Default Event in paragraph 3.1.3 below has occurred x £4.00) minus (the number of Dwellings in that Phase that have received a Travel Plan Welcome Pack at the date 14 days after the notification of a Default Event in paragraph 3.1.3 below x £4.00) to enable the Council to deliver the Travel Plan Welcome Packs
“Travel Plan Welcome Pack”	a pack to be provided to the first Occupant of each Dwelling on the Pink Land and which shall include the information detailed in paragraph 9.3.4 of the Travel Plan

2. OWNER OBLIGATIONS

2.1 The Owners covenant with the County Council as follows:

- 2.1.1 To implement and operate the Travel Plan in respect of the Pink Land and the Green Land
- 2.1.2 To pay to the County Council
 - (a) within 14 days of a receipt of a notification that a Default Event under paragraph 3.1.8 and/or 3.1.9 has occurred a Green Travel Default Payment calculated for the Phase in respect of which that Default Event occurred and
 - (b) in respect of each subsequent Phase first Occupied following the issue of notification of a Default Event, prior to the first Occupation of any part of that Phase a Green Travel Default Payment calculated for that Phase
- 2.1.3 To pay to the County Council
 - (a) within 14 days of a receipt of a notification that a Default Event under paragraph 3.1.3 has occurred a Travel Plan Welcome Pack Default Payment calculated for the Phase in respect of which that Default Event occurred
 - (b) in respect of each subsequent Phase first Occupied following the issue of notification of a Default Event, prior to the first Occupation of any part of that Phase a Travel Plan Welcome Pack Payment calculated for that Phase
- 2.1.4 and it is confirmed and agreed that a Green Travel Plan Default Payment and a Travel Plan Welcome Pack Default Payment may be payable in respect of each Phase of the Development on the Pink Land which contains Dwellings
- 2.1.5 To pay to the County Council within 14 days of a receipt of a notification that a Default Event has occurred in respect of either the Pink Land or the Green Land the Travel Plan Default Contribution for the Travel Plan Year in which the Default Event occurs payable as follows:
 - (a) in the event the Default Event occurs in Years 1 to 3 inclusive the Travel Plan Default Contribution due (which for the avoidance of doubt will be

the Travel Plan Default Contribution due for the relevant Travel Plan Year) is payable in the following instalments:

- (i) Instalment 1 being 30% of the Travel Plan Default Contribution
 - (ii) the remaining part of that Travel Plan Default Contribution after deduction of the sum paid at 2.1.5(a)(i) is payable in equal instalments paid annually and the instalments are calculated by dividing the remaining Travel Plan Default Contribution by the number of calendar years remaining in the Travel Plan Period and are payable on the anniversary of the date the first instalment is due
- (b) in the event the Default Event occurs in Years 4-7 inclusive the Travel Plan Default Contribution (which for the avoidance of doubt will be the Travel Plan Default Contribution due for the relevant Travel Plan Year) is payable in equal instalments paid annually and the instalments are calculated by dividing that Travel Plan Default Contribution by the number of calendar years remaining in the Travel Plan Period and are payable on the anniversary of the date the first instalment is due:
- (c) in the event the Default Event occurs in Years 8-10 inclusive the Travel Plan Default Contribution is payable in full

2.1.6 following payment of the Travel Plan Default Contribution (or any part thereof in accordance with paragraph 2.1.5 above) to allow the County Council and any one authorised to act for and on behalf of the Council access to the Pink Land and the Green Land as appropriate to implement the Travel Plan and to allow access to all data, records, other information, and Travel Plan Participants necessary to allow the County Council or anyone acting on the County Council's behalf to implement the Travel Plan and thereafter the Owner shall have no further liability for the implementation of the Travel Plan and

- (a) whilst in compliance with the payment schedule in paragraph 2.1.5 above the Owner shall have no liability for the implementation of the Travel Plan and
 - (b) following payment of the final instalment of the Travel Plan Default Contribution the Owner shall have no further liability for the implementation of the Travel Plan
- 2.1.7 To supply a copy of the current Travel Plan Welcome Pack to the County Council
 - (a) No later than 28 days after the completion of this agreement
 - (b) On the first day of each Travel Plan Year during the Travel Plan Period Provided Always that the obligation to supply a copy of the current Travel Plan Welcome Pack is of no further effect following the date the final Dwelling on the Pink Land is Occupied
- 2.1.8 To supply a copy of the current Travel Information Pack to the County Council
 - (a) No later than 28 days after the completion of this agreement
 - (b) On the first day of each Travel Plan Year during the Travel Plan Period

3. DEFAULT EVENT

- 3.1 The failure to carry out any one or more of the following activities for the duration of the Travel Plan Period and the failure to remedy the failure with 28 days of the notification in writing of said failure occurring shall be a default event:
 - 3.1.1 Compliance with 2.1.7 above and 2.1.8 above
 - 3.1.2 Employ a Travel Plan Coordinator in accordance with Section 8.2 of the Travel Plan.
 - 3.1.3 Create and keep updated a Travel Plan Welcome Pack and distribute it to the first occupants of each Dwelling irrespective of tenure, in accordance with Section 9.3 of the Travel Plan

- 3.1.4 Create and keep updated a Travel Information Pack in accordance with Section 9.3 of the Travel Plan and distribute it to all businesses on the site and take reasonable endeavours to ensure all employees are furnished with a copy and that sufficient copies are always available for new employees in accordance with Section 8.6 of the Travel Plan
- 3.1.5 Offer personal travel planning to all the first occupants of each Dwelling and to anyone working or employed on the Site in accordance with Section 9.4 of the Travel Plan
- 3.1.6 Deliver personal travel planning in response to requests .
- 3.1.7 Further to paragraphs 3.15 and 3.1.6 above provide a report to the County Council on the day after the final day of each Travel Plan Year specifying how many personal travel plans have been offered, how many people have requested delivery of a personal travel plan, and how many people to whom a personal travel plan has been provided during that Travel Plan Year
- 3.1.8 Offer and distribute Green Travel Vouchers to the first occupants of each Dwelling irrespective of tenure in accordance with Section 9.6 of the Travel Plan.
- 3.1.9 Offer and distribute Green Travel Vouchers to anyone working or employed on the Site in accordance with Section 9.6 of the Travel Plan
- 3.1.10 Set up and deliver cycle hire scheme in accordance with paragraphs 9.8.2 and 9.14.1 of the Travel Plan
- 3.1.11 Set up and support a community cycle club in accordance with paragraphs 9.8.2 of the Travel Plan.
- 3.1.12 Hold quarterly public travel events in accordance with paragraphs 9.8.2 and 9.14.1 of the Travel Plan.
- 3.1.13 To deliver the aims of paragraph 9.9 of the Travel Plan:
 - (a) To meet with the County Council and local bus service representatives twice annually and

(b) promote public transport to and from the Site .

3.1.14 Offer cycle training in accordance with paragraphs 9.8.2 and 9.14.1 of the Travel Plan.

3.1.15 To set up and manage a lift share club in accordance with paragraphs 9.10.1 and 9.16.1 of the Travel Plan.

3.1.16 In Travel Plan Years 2, 4, 6, 8 and 10 to undertake travel surveys and produce to the County Council by 30 June in the relevant Travel Plan Year monitoring reports in accordance with Section 10 of the Travel Plan, using all reasonable endeavours to achieve response rates as set out in Oxfordshire County Council's Guidance Transport for New Developments: Transport Assessments and Travel Plans or future revisions thereof as may be published from time to time

4. TABLE 1

Travel Plan Year	Date on which Default Event Occurs	Amount payable to the County Council
Year 1	means the 12 months period following the first Occupation of a Dwelling	100%
Year 2	means the 12 months period following Year 1	95%
Year 3	means the 12 months period following Year 2	90%
Year 4	means the 12 months period following Year 3	85%
Year 5	means the 12 months period following Year 4	80%
Year 6	means the 12 months period following Year 5	70%
Year 7	means the 12 months period following Year 6	60%
Year 8	means the 12 months period following Year 7	45%
Year 9	means the 12 months period following Year 8	30%
Year 10	means the 12 months period following Year 9	15%

5. **REASONABLENESS**

In the event that the Owner is unable to deliver the Travel Plan for reasons beyond the control of the Owner then the County Council and the Owner acting reasonably will discuss amendments to the application of this Schedule which may involve a suspension or delay or extension to the delivery of the Travel Plan and/or the Travel Plan Period and/or compliance with the terms of this Schedule for the duration of the period for which the Owner is unable to deliver the Travel Plan or such longer period as may be reasonable in the circumstance Provided Always that such amendments will be of no effect until they are agreed in writing between the parties



ANNEX TO THE EIGHTEENTH SCHEDULE
TRAVEL PLAN²⁶



Framework Travel Plan

HEYFORD PARK, BICESTER

Job No: 20-307-20
Revision: 03
Issue Date: 12th April 2021

²⁶ The full document can be accessed here:
https://planningregister.cherwell.gov.uk/Document/Download?module=PLA&recordNumber=66077&planId=1888691&imageId=1319&isPlan=False&fileName=1981491%20-%20210412_20-307-Heyford%20Park%20%20Bicester%20-%20Travel%20Plan%20V.03.pdf



Control Sheet

This report has been prepared by Calibro Consultants Ltd for the sole benefit and use of the Client. Calibro Consultants Ltd offer no liability for the information contained within the report to any third party.

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Appendix A	Framework Travel Plan Addendum
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1. INTRODUCTION

1.1 Background

- 1.1.1 MY Mode Choice (c/o Calibro Consultants Limited¹) has been appointed on behalf of Dorchester Living (herein referred to as "the Developer") to prepare this Framework Travel Plan for Heyford Park. It covers the entire of the site for circa-2,819 houses and approximately 2,700 total jobs at Heyford Park, Camp Road Bicester.
- 1.1.2 This Travel Plan considers the full quantum of development including dwellings already constructed or permitted (planning applications 16/02446/F, 19/00446/F, 16/00263/F, 13/01811/OUT, 10/01642/OUT and third-party allocations as part of the Policy Village 5 Allocation), together with planning applications 18/00825/HYBRID and 15/01357/F with a resolution to grant. In this way, the Plan provides a comprehensive strategy for dealing with travel arising from and travel to the development, although it is fundamental to the strategy that this will be monitored and updated to reflect changes in infrastructure delivery, travel behaviour, as set out at [Section 10](#) of this Plan.
- 1.1.3 The overarching aim of this travel plan is to minimise unnecessary single occupancy car trips by influencing the behaviours and attitudes towards more sustainable modes of transport through the implementation of a suite of targeted measures using education and encouragement.
- 1.1.4 In broad terms the proposals are for a mixed-use development at Heyford Park. The development is described in greater detail in [Section 2.0](#) of this report and a site layout plan is included in the Framework Travel Plan Addendum at [Appendix A](#).

¹ 'MY Mode Choice' is an operating name of Calibro Consultants Limited

1.2 Site Location

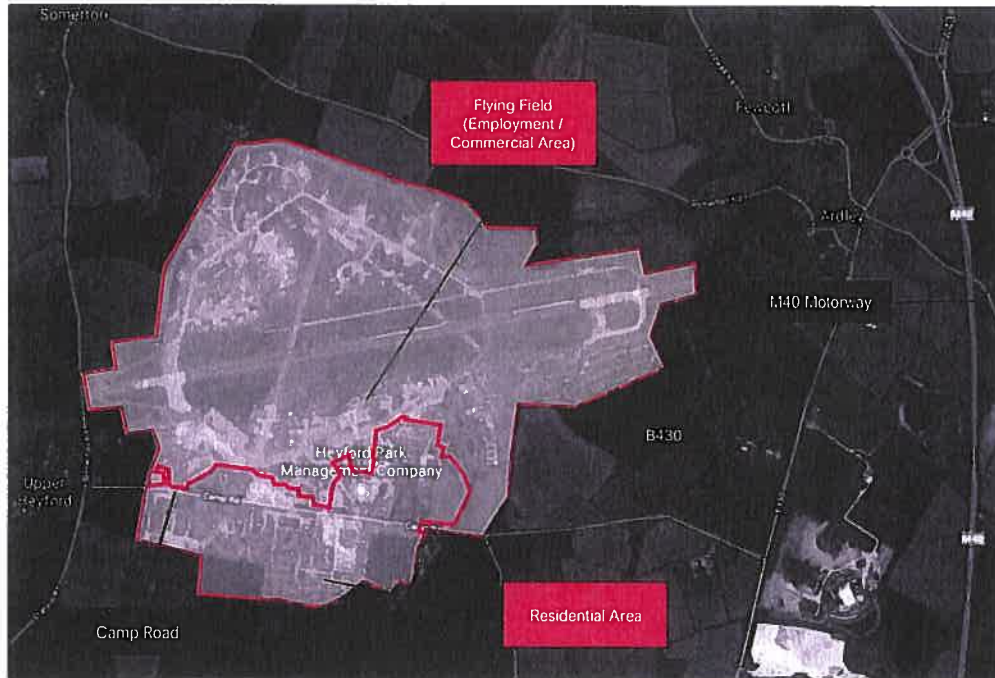
- 1.2.1 The Heyford Park residential element comprises 1,231 acres located adjacent to the south of the former RAF Upper Heyford Airbase, which has been unused as an airfield since 1994 but which is now used for a range of employment purposes to and serves to create a mixed-use sustainable community at Heyford with potential for some trips to be internalised. It is located some 5.4-kilometres south west of Junction 10 of the M40 and 9.0-kilometres north west of Bicester.
- 1.2.2 The location of the site is shown on the plan below.

Figure 1-1 Site in Strategic Context



- 1.2.3 The residential elements of the development site are bound by the Flying Field, utilised for commercial use, to the north and agricultural fields to the south. The plan below shows the various land-use components of the Heyford Park site in its local context.

Figure 1-2 Site in Local Context



1.3 Summary of Relevant Information

1.3.1 By way of summary, this Plan has been prepared subject to the following principle parameters: -

Development Name:	Heyford Park
Status of Travel Plan:	Full Travel Plan
Development Address	Camp Road, Bicester
Development Mix:	2,819 homes and up to 2, 700 new jobs
Author of Travel Plan:	MY Mode Choice (c/o Calibro Consultants Ltd)
Travel Plan Coordinator:	My Mode Choice
Delivery Mechanism:	Section 106 Agreement
Funding Mechanism:	Financial budgets set aside by the developer
Formal Commitment Period:	5 years after occupation of last dwelling
Mode Share Target Review:	After occupation of every 350 th dwelling or 2-years, whichever is the soonest.

1.4 Report Structure

1.4.1 The structure of this Plan is as follows:

Section 2.0	Planning Background
Section 3.0	Policy & Best Practice
Section 4.0	Site Conditions
Section 5.0	Travel Survey
Section 6.0	Travel Plan Objectives
Section 7.0	Travel Plan Targets
Section 8.0	Travel Plan Management
Section 9.0	Travel Plan Measures
Section 10.0	Monitoring & Review
Section 11.0	Action Plan
Section 12.0	Funding

2. PLANNING BACKGROUND

2.1 Introduction

- 2.1.1 This section of the report sets out the development proposals for the whole of the Heyford Park development, as well as particulars of the planning application with resolution to grant (ref 18/00825/HYBRID). A more detailed description of the planning background is provided in the Framework Travel Plan Addendum, provided at Appendix A.
- 2.1.2 Heyford Park is a planned mixed-use settlement located on a former 500-hectare airbase in North Oxfordshire. Thus far, planning permission has been granted for 1,515 dwellings, of which some 800 have been built and occupied. The planning permissions relating to this Travel Plan are presented in the table below.

Table 2-1 Heyford Park Framework Travel Plan - Related Planning Permissions

Application	Planning Reference	Residential Units	Commercial (Sq Ft)
Lead Appeal	08/00716/OUT	0	Circa 950,000
New Settlement Area	10/01642/OUT	1,075	300,000
Phase 5	13/01811/OUT	60	N/A
Phase 6	16/00263/F	43	N/A
Growth Deal	19/00446/F	57	N/A
Phase 9	16/02446/F	296	N/A
Village Centre South	16/01000/F	0	Circa 20,000
Hybrid Masterplan	18/00825/HYBRID	1,175	Circa 500,000
Pye Homes	15/01357/F	79	N/A
Heritage Centre & Building 315	16/01545/F	0	35,000 sq ft
Nursery	17/01680/F	0	2,700 sq ft
3135	16/02348/F	0	29,000 sq ft
Building 132,133 & 157	10/01778/F		24,000 sq ft
Heyford Park Free School - Building 74	13/00740/F		
Specialisms Campus - Building 583	13/00343/F		

- 2.1.3 Supplementary Travel Plans in line with this overarching Framework Travel Plan will be required for many of the permissions listed above, most notable the village centre and the school.

- 2.1.4 It is anticipated that the third-party landowners that form part of the Policy Villages 5 with the adopted Cherwell Local Plan will be covered by this Travel Plan Framework, but it is noted that the performance of these are outside of the Developer's control.

3. POLICY & BEST PRACTICE

3.1 Overview

- 3.1.1 This section of the Plan sets out the relevant travel planning policies and best practice guidance that have been referenced in the design of the Plan and its initiatives. A more detailed description of the policy context is provided within the Framework Travel Plan Addendum at [Appendix A](#)

3.2 Best Practice Guidance

- 3.2.1 This Travel Plan has been prepared with reference to following existing best practice guidance;
- Revised National Planning Policy Framework (2019);
 - National Planning Practice Guidance (2014);
 - Transport for New Developments, Transport Assessments and Travel Plans, Oxfordshire County Council (2014);
 - Good Practice Guidelines, Delivering Travel Plans through the Planning process (2014);
 - The Essential Guide to Travel Planning, published by DfT (2008);
 - Making Residential Travel Plans Work; Guidelines for New Development, published by DfT (2005);
 - Local Transport Plan 2011-2030, Oxfordshire County Council; and
 - Cherwell Local Plan 2011-2031.

4. SITE CONDITIONS

4.1 Overview

4.1.1 The site conditions have been considered in detail within the accompanying Framework Travel Plan Addendum, contained at [Appendix A](#). In this way, this section of the Plan sets out the key parameters of the development, including the availability of sustainable travel options from the site to nearby amenities and the surrounding area. On this basis, the future opportunities and barriers to non-car travel can be considered.

4.2 Conclusions

- 4.2.1 In consideration of the analyses contained within the Framework Travel Plan Addendum, it is evident that future residents will have the opportunity to walk, cycle or use public transport facilities to travel to and from the site for employment, health, leisure and retail purposes located within Heyford Park and beyond.
- 4.2.2 It is therefore concluded that future residents and employees of the site are afforded the opportunity to use non-car modes of travel as genuine alternatives. As such, it is anticipated that trips by car associated with the users of the proposed redevelopment have the opportunity to be minimised.
- 4.2.3 The Travel Plan will therefore serve to maximise the awareness of the opportunities to travel by non-car modes.

5. TRAVEL SURVEY

5.1 Overview

- 5.1.1 The Developer is fully committed to promoting sustainable travel through Travel Plan measures, initiatives and influencing travel behaviour of residents at the Heyford Park site.
- 5.1.2 In order to understand both the existing and also determine the likely future behaviour of all baseline modal shares and the effectiveness of the range of initiatives implemented as part of the plan to assist the non-car travel experience, detailed, and regular surveys of travel behaviour will be required.

5.2 Baseline Residential Travel Survey

- 5.2.1 An initial Residential Travel Survey was undertaken over a ten-day period from Friday 28th February 2020 to understand the existing and likely future travel behaviour of all residents. The survey was completed by 299 residents representing a response rate of around 37.4%. It is noted that this survey was undertaken over three weeks before any COVID-19 restrictions were introduced, however, the emerging situation may have had a minor impact on travel behaviour.
- 5.2.2 Further analysis of the data and discussion is provided in the Framework Travel Plan Addendum at [Appendix A](#), a full copy of the Baseline Travel Survey Questionnaire is available at [Appendix B](#).

5.3 Baseline Commercial Travel Survey

- 5.3.1 British Car Auctions, BCA, a major employer in Upper Heyford granted permission to access the results of their initial Workplace Travel Survey, undertaken over a two-week period from Monday 6th January 2020 to understand the existing and likely future travel behaviour of all employees at BCA, Upper Heyford. The site manager advises that there were approximately 300 people employed at the Upper Heyford site at the time for the survey. The survey was completed by 127 members of staff, representing a response rate of around 42% which exceeds the typically accepted response rate of 30%.

5.3.2 The findings of this survey serve as a baseline proxy for all commercial units within the Travel Plan area. However, all commercial units over the threshold specified in Table 8-1 are expected to perform their own travel survey and their targets will be specific for each individual supplementary Workplace Travel Plan. The TPC will ensure that individual targets are compliant with the overall targets of the site. Further detail to the BCA Workplace Survey results and associated analysis is provided in the Workplace Travel Plan for Paragon Fleet Solutions Ltd (BCA), issued in March 2020.

6. TRAVEL PLAN OBJECTIVES

6.1 Introduction

- 6.1.1 To reduce the level of single occupancy car use by residents, staff, and visitors, Dorchester Group is committed to adopting a strategic approach through the use of a Travel Plan to implement suitable initiatives to encourage sustainable travel. The following sections of the report set out the proposed Travel Plan objectives for the application site.
- 6.1.2 A Travel Plan is a long-term management tool that articulates a coordinated strategy that aims to deliver explicit outcomes of sustainable travel patterns, both in the context of people and freight. A successful Travel Plan can offer substantial environmental gains and contribute towards the sustainable transport objectives of Central and Local Governments, as well as to individual businesses.

6.2 Objectives of the Plan

- 6.2.1 The Travel Plan identifies a strategy aimed at staff and visitors travelling to and from the site.
- 6.2.2 The purpose of the plan will be to set out a long-term strategy for reducing dependence on single occupancy car travel and therefore the overarching objective of this travel plan is to reduce and manage the impact of travel associated with this development on both the transport network and on the environment. In this endeavour, the effective objectives are as follows:
- I. Reduce travel via car;
 - II. Increase travel via walk, cycle and public transport; and
 - III. Reduce the need to travel.

6.2.3 The objectives of the Plan will be reached by ensuring the following: -

I. Awareness of Travel Choice

- a. Raise awareness of the implications of all forms of travel on the environment, including the safety and health of individual commuters;
- b. Set out the arrangements for publicising and maintaining the Plan, and travel information contained therein; and
- c. Raise awareness of alternative travel options for all residents, employees and visitors.

II. Effective use of Resources

- a. Encourage the use of alternative, non-car travel modes to ease congestion on the local highway network;
- b. Provide the facilities and/or management initiatives that would maximise the use of alternative travel options by residents, staff and visitors; and
- c. Contribute to improvements in air quality through the reduction of carbon emissions.

7. TRAVEL PLAN TARGETS

7.1 Introduction

- 7.1.1 This section of the report will identify the modal share targets for the Plan following initial post-occupation residential travel surveys and will set out the rationale for the limits. Modal targets will be designated with the S.M.A.R.T principle in mind - suffice to say that they are Specific, Measurable, Attainable, Realistic, and Time-bound.
- 7.1.2 They relate to the objectives of the Plan and interim targets have been identified to ensure that the success of the Travel Plan can be tracked throughout a two-year period, or every 350-house, until full occupation, and five-years post occupation, and allow appropriate interventions to be made in a timely manner.
- 7.1.3 By determining a range of initiatives designed to assist the non-car travel experience, the Plan will promote a long-term cultural shift away from the car.
- 7.1.4 Initial travel plan targets for the commercial elements of the development is determined based on the results of the BCA Travel Survey.

7.2 Realistic Opportunities for a Modal Switch

- 7.2.1 The baseline modal share for residents are based on the Resident Travel Survey conducted in February 2020. The targets set out below reflect the vehicular/non-vehicular modal split identified within the PBA Transport Assessment Rev 01 (April 2018) of 58.2% car-driver and 41.8% to be split across other modes. They have been agreed with Oxfordshire County Council. They have been set to reduce the proportion of people travelling via single occupancy vehicle use.
- 7.2.2 For context, the table below sets out the resultant trip rates from the Transport Assessment.

Table 7-1 PBA Trip Rates

	AM Peak			PM Peak		
	Inbound	Outbound	Two-Way	Inbound	Outbound	Two-Way
PBA Person Trips Rates*	0.200	0.674	0.874	0.484	0.322	0.806
PBA Car Trip Rate**	0.11	0.369	0.479	0.281	0.187	0.469
Mode Share	55.0%	54.8%	54.8%	58.1%	58.1%	58.2

*Reference to Table 6.8 (Page 54) of PBA Transport Assessment Rev 01 April 2018

**Reference to Table 6.14 (Page 57) of PBA Transport Assessment Rev 01 April 2018

7.2.3 In order for targets to be both realistic and achievable, they should also reflect the results of the Travel Survey. Based on the opportunities and constraints identified at Section 5, it is suggested that the following targets are achievable -

- An average car occupancy rate of 1.2 persons per vehicle from 1.04 per vehicle, through car sharing initiatives can be achieved.
- Cycle use is currently very low with 0% of surveyed residents suggesting that they travel to work by bicycle. However, residents’ receptivity, providing that suitable measure were implemented, is high. Indeed, there is potential to increase cycle for residents traveling to destinations within a reasonable catchment area to a total of up to 16% of total mode share.
- There will be an increase in walk trips in line with growing development of the sites’ on-site facilities, allowing for up to 8% of trips to be made via foot.
- Based on residents’ responses, changes to public transport is welcomed, and by providing an increased frequency of services and taster tickets, residents would be receptive to changing behaviour. Use of public transport is likely to increase, with the potential to increase mode share by up to 25%.

7.2.4 The 2020 baseline mode share, alongside actual two-way person trips are set out within the Table below. The maximum potential person trips and mode share, which have been determined with the assumption that a car occupancy of 1.2 is achieved, and references to the opportunities and constraints identified above.

7.2.5 If a 1.2 car occupancy rate can be achieved, this will equate to 56% Car Driver trips. The potential targets have been based on realistic modes of travel for existing residents.

Table 7-2 Residential Travel Plan Maximum Opportunities

Mode of Transport	2020 Baseline Mode Share (Survey Mode Share)	2020 Baseline Person Trips	Potential Opportunity of Person Trips	Potential Maximum Opportunities (%)	Potential % Change (+/-)
Car Driver (incl. car share driver)	76.6%	645	470	56%	-20.6%
Car Share Passenger	3.0%	25	94	11%	+8%
Bus	4.7%	40	64	8%	+3.3%
Train	5.0%	42	49	5.8%	+0.8%
Walk	3.3%	28	32	3.8%	+0.4%
Cycle	0.0%	0	39	4.6%	+4.6%
Other	1.0%	8	8	1.0%	0%
Work from Home	6.4%	54	86	10.2%	+3.8%

7.2.6 The table above indicates that the baseline travel pattern for the development is anticipated to be around 76.6% car driver to 23.4% sustainable modes.

7.2.7 The person trips have been derived from the two-way trip generation rates in the PBA Transport Assessment² as shown at Table 7.1. Initial baseline values have been calculated by dividing the number of peak hour vehicle trips by total number of car drivers. This calculated the total person trips which has been applied to the modal share.

² Reference to Table 6.8 (Page 54) and 6.14 (Page 57) of PBA Transport Assessment Rev 01 April 2018

- 7.2.8 The potential opportunities set out at [Table 7.2](#) can be compared to the trip rates set out by PBA and are shown to reflect similar car trips. Indeed, as a result of the opportunities and constraints found at [Section 5](#), it is suggested that the finalised targets, set out below, are achievable if the appropriate measures are implemented.
- 7.2.9 The resultant final travel plan targets are set out in the Table below and reflect the PBA trip rates. For the avoidance of doubt, 'car driver' reflects the car trip rates calculated by PBA and sustainable mode targets have been determined through travel survey analysis.

Table 7-3 Residential Travel Plan Final Target Modal Splits (Percentages)

Mode of Transport	2020 Baseline 800 houses	Year 2 1150 houses	Year 4 1500 houses	Year 6 1850 houses	Year 8 2300 houses	Year 10 2550 houses	Year 12 2819 houses
Car Driver	76.6%	73.6%	70.3%	67.0%	64.6%	61.4%	58.2%
Car Share Passenger	3.0%	3.9%	4.7%	5.6%	6.2%	7.1%	8.3%
Bus	4.7%	5.2%	6.0%	6.7%	7.2%	7.9%	8.5%
Train	5.0%	5.1%	5.2%	5.3%	5.3%	5.4%	5.5%
Walk	3.3%	3.4%	3.5%	3.6%	3.7%	3.8%	4.0%
Cycle	0.0%	0.6%	1.2%	2.0%	2.7%	3.4%	4.0%
Other	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Work from Home	6.4%	7.2%	8.1%	8.8%	9.3%	10.0%	10.5%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

7.3 Workplace Mode Share

- 7.3.1 The PBA 2016/2017 workplace survey results, alongside the 2011 Census Travel to Work to the MSOA: Cherwell 010 (E02005930) are set out below to provide a comparison to the surveyed baseline mode values. As seen in the table below, the CENSUS data and PBA survey showed considerably higher car driver mode share than the 2020 BCA travel survey. Furthermore, it is notable that there is a low proportion of home working. In the context of COVID-19, working from home has become normalised and is likely to have an impact on travel behaviour even after the end of the pandemic. However, for robustness, the presented targets in [Table 7-5](#) have not included assumptions on increased home working.

Table 7-4 Initial Workplace Modal Split

Mode of Transport	Census 2011 Travel to Work Mode Share	PBA 2016/2017 Survey Results	2020 BCA Baseline
Car Driver	81.4%	87.1%	79.8%
Car Share Passenger	4.7%	7.1%	16.8%
Public Transport	2.8%	0.0%	0.0%
Walk	8.3%	1.6%	2.6%
Cycle	1.8%	1.8%	0.0%
Other	1.1%	1.3%	0.9%
Work from Home	0.0%	1.0%	0.0%
Total	100.0%	100.0%	100.0%

7.3.2 As mentioned previously, the baseline mode share and targets for the commercial element are determined based on the results of BCA Travel to Work Survey conducted in January 2020. It should be noted that these are initial targets and are subject to be updated throughout the course of the Plan Period, to ensure they are neither too stretching nor not ambitious enough, dependent on future survey results.

Table 7-5 Workplace Target Modal Split (Percentages)

Mode of Transport	2020 BCA Baseline	Year 2	Year 4	Year 6	Year 8	Year 10	Year 12
Car Driver	79.8%	76.0%	74.0%	72.2%	70.5%	69.0%	67.8%
Car Share Passenger	16.8%	17.0%	17.4%	17.8%	18.0%	18.4%	18.8%
Public Transport	0.0%	2.2%	2.8%	3.1%	4.0%	4.4%	4.6%
Walk	2.6%	2.8%	3.0%	3.3%	3.4%	3.6%	4.0%
Cycle	0.0%	2.0%	2.8%	3.6%	4.1%	4.6%	4.8%
Other	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Work from Home	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.1%	100.0%

7.3.3 By steadily implementing the car share, walking, cycling and public transport incentives outlined in this Travel Plan, it would be possible to reduce single occupancy vehicles around 15%.

8. TRAVEL PLAN MANAGEMENT

8.1 Introduction

- 8.1.1 This Travel Plan will be an evolving document that takes into account the changing nature of the site as residents, and therefore travel patterns, change over time.
- 8.1.2 The management and implementation of the Travel Plan will form an integral part of the development process. The TP will be delivered through a suite of subsidiary documents linked with each element of the development which will include:
- Residential Travel Plan; and
 - Workplace Travel Plans.
- 8.1.3 In order to create a successful Travel Plan the allocation of sufficient resources is vital. This can be achieved by the recognition from the outset of the roles and responsibilities of those who will be involved.

8.2 Travel Plan Coordinator

- 8.2.1 A Travel Plan Coordinator (TPC) shall be appointed to implement and administer the Plan. The appointed TPC will seek to coordinate all efforts with the appointed TPC(s) for any nearby Travel Plans as well as nominated TPCs for each employment or commercial element of the development, and in doing so commence a Travel Plan Network. Such cooperation would enable a more holistic approach to travel planning to be taken, which would increase the opportunity to secure the targeted mode shares of the respective developments. A job description is included at [Appendix C](#).
- 8.2.2 It is envisaged that TPC will be available to work at a full-time capacity (37.5hrs / week) for the duration of the plan subject to an annual review.
- 8.2.3 The TPC job specification will be negotiated with Oxfordshire County Council's Travel Plan Team, and both the Developer and OCC will agree on a suitable candidate.
- 8.2.4 Once the TPC had been appointed, their contact details will be sent to and confirmed with the Travel Plan Team.

- 8.2.5 The TPC shall receive all appropriate training as may be necessary to allow them to fulfil their duties as set out within this Plan.
- 8.2.6 The appointed TPC shall be responsible for: -
1. Administration of the scheme, including associated budgets;
 2. Consultation and promotion of the scheme;
 3. Implementation of the TP;
 4. Ongoing monitoring of the scheme;
 5. Undertaking review of the scheme; and
 6. Updating the Travel Plan document to ensure it is a 'live' document which remains relevant throughout the Travel Plan period.

8.3 Consultation & Engagement

- 8.3.1 The success of the Plan will rely upon the support of residents, therefore, the TPC will set up a clear channel of communication between all stakeholders.
- 8.3.2 The TPC will have the responsibility of undertaking all liaisons with outside bodies, including the Local Planning and Highway Authorities, and those Local Authority Officers with responsibility for cycling and public transport. The TPC shall also liaise closely with public transport/bus operators, particularly at the outset of each tenancy start date. Allied to this, at least quarterly annual meetings will be held between bus companies and the TPC.
- 8.3.3 The TPC shall be supported in their role by the buildings manager/operator who will support all facets of this Travel Plan.
- 8.3.4 A contact list of relevant officers with an interest in the Plan will be established and maintained by the TPC.

- 8.3.5 Each employment / commercial element of the development will sign up to and support the Framework Travel Plan. Each employment element will nominate a suitable employee to act as their own TPC, as required by each commercial leasehold, to ensure the Travel Plan is implemented.
- 8.3.6 The main Heyford Park TPC will continuously support and communicate to the nominated workplace TPCs in order to allow the Plan to achieve its full potential. The TPC is responsible for ensuring that all businesses across the site are fully informed on the aims and objectives of the Plan.

8.4 Promotion

- 8.4.1 All residents will be made aware of the Plan within marketing material, to be published upon initial move in. Details of the Plan, its objectives to enhance the environment and the role of individuals in contributing the Plan's success will be explained therein.
- 8.4.2 Promotional material will be issued to each resident upon first occupation of their home and will be appear in public areas
- 8.4.3 The contact details of the TPC shall be incorporated within the Travel Plan Marketing Material.

8.5 Updating

- 8.5.1 The Plan will be a strategy that shall evolve in response to changes in travel behaviour occurring over the Plan Period. Whilst the fundamental objectives of the Plan will not change, the Plan may need to amend specific targets or management processes in response to any challenges.
- 8.5.2 The on-going monitoring programme and, in particular, the review (after occupation of every 350th dwelling or 2-years, whichever is the soonest), will provide updated information that will identify the need for revisions to be made to the strategy. The on-going monitoring programmes shall be undertaken in consultation with the Local Authority and their travel plan advisor to maximise the success of the Plan.
- 8.5.3 It will be the responsibility of the TPC to provide progress reports setting out the progress of the Travel Plan to OCC annually throughout the monitoring period.

8.5.4 A revised and updated full Residential Travel Plan will be submitted to the council for their approval in the second and fourth years after full occupation.

8.6 Workplace Travel Plan Management

8.6.1 Any employment site that is above the travel plan threshold shall commit to providing their own Travel Plan or Travel Plan Statement, in line with this Framework Travel Plan and OCC Travel Plan guidance. For context, the thresholds are shown in the table below.

Table 8-1 OCC Travel Plan Thresholds

Land Use	Size of Development	Type of Travel Plan
A1 - Food Retail	Under 250-sqm	Part of Framework TP
	250-999-sqm	Travel Plan Statement
	1000-sqm +	Travel Plan
A1 - Non-food Retail	Under 800-sqm	Part of Framework TP
	800-1499-sqm	Travel Plan Statement
	1500-sqm +	Travel Plan
A3 - Restaurants/cafes	Under 300-sqm	Part of Framework TP
	300-2499-sqm	Travel Plan Statement
	3500-sqm	Travel Plan
A4 - Drinking Establishments	Under 300-sqm	Part of Framework TP
	300-999-sqm	Travel Plan Statement
	100-sqm	Travel Plan
B1 - Business	Under 1500-sqm	Part of Framework TP
	1500-4999-sqm	Travel Plan Statement
	5000-sqm +	Travel Plan
B2 - General Industrial	Under 2500-sqm	Part of Framework TP
	2500-3999-sqm	Travel Plan Statement
	4000-sqm	Travel Plan
B8 - Storage/distribution	Under 2000-sqm	Part of Framework TP
	2000-2999-sqm	Travel Plan Statement
	3000+	Travel Plan

D1 - Non-residential institutions	Under 500-sqm	Part of Framework TP
	500-999-sqm	Travel Plan Statement
	1000+sqm	Travel Plan

- 8.6.2 The site wide TPC shall maintain strong engagement with each business on the site to ensure all elements of the development can benefit fully from identified measures.
- 8.6.3 Each individual site or use within the development that is above the travel plan threshold must commit to preparing and implementing their own subsidiary Travel Plan. It must comply with and consistent with, the wider targets and requirements of the overarching Travel Plan. This is controlled via the lease agreement, and the estate manager is responsible to ensure that the occupant is aware of this commitment and that a subsidiary Travel Plan is submitted within a month of occupation. The site wide TPC will review and ensure that the subsidiary Travel Plan in compliant with the overarching Travel Plan.
- 8.6.4 Each new occupier of the commercial elements of the site will commit to carrying out a travel survey for their site within 3 months of occupation. Following the survey results, the Workplace Travel Plan must be reviewed and updated accordingly. The estate manager is responsible to control that a full Workplace Travel Plan with travel survey results and associated updates is submitted within 6 months of occupation.
- 8.6.5 The results of travel surveys that are carried out across the site must be sent to the Travel Plan Team at Oxfordshire County Council for their approval.
- 8.6.6 Each employment / commercial element of the development that is under the threshold must agree to and support the Framework Travel Plan. They must actively engage in the Plan to ensure targets can be met.
- 8.6.7 The quantum of likely needed supplementary Travel Plans will depend on the prospective occupants, as the total rented floor space will vary depending on type of business.

9. TRAVEL PLAN MEASURES

9.1 Introduction

- 9.1.1 This section of the Plan outlines the specific physical and management measures that will be undertaken to manage travel behaviour in line with the aspirations of the Plan, as identified earlier.
- 9.1.2 Implementation of the listed measures, which include initiatives designed to increase awareness of the various travel opportunities, as well as the provision of specified infrastructure, will be at the core of the Plan. Measures are grouped under various headings, relevant to each mode of travel.
- 9.1.3 Initial measures reflect the results of the travel survey however they are in no way exhaustive. Travel Plans are expected to evolve, and so they can be adapted in order to reach the target mode share.
- 9.1.4 The following measures shall be implemented to benefit residents of Heyford Park, as well being extended for the use of staff and visitors within any of the commercial areas of the site.

9.2 Collaborative Working

- 9.2.1 Partnership working will be extremely beneficial when implementation and maintaining the Plan. The TPC will therefore seek to liaise with the relevant authorities, including the Council's travel plan representative, to coordinate the Plan and benefit from all possible local initiatives relevant to travel plans.
- 9.2.2 The TPC shall maintain close contact with public transport operators, as well as engage with local schools and employers, and other TPC's working in respect of any nearby developments, in order to maximise the benefits of any initiatives introduced by this Plan and other Plans.

9.3 Travel Plan Welcome Pack

- 9.3.1 In order to for the Residential / Workplace Travel Plan to be effective, all residents and staff should have easy access to a range of information that allows them to make an informed decision on the way they travel. They must be aware as to why the Travel Plan has been developed and subsequently the benefits it can deliver.
- 9.3.2 Whilst the Travel Plan Report shall set out the detail of travel opportunities, it is considered a particularly dispassionate document, unlikely to garner interest and a much needed 'buy-in' amongst residents. In view of this, sister documents will be prepared with the purpose of presenting the salient elements of the plan to present them in such a way that will draw the interest and encourage participation.
- 9.3.3 This document will comprise a Travel Plan Welcome Pack for distribution amongst residents. It will be a publication designed to engage with residents to promote the use of non-car travel options through a range of key initiatives. A similar document will be produced for any commercial areas of the development, which will be branded as a Travel Information Pack for distribution amongst staff.
- 9.3.4 The Travel Plan Welcome / Information Pack will include the following information:-
- Contact details of the TPC;
 - Walking and cycling maps showing safe routes to local facilities, including walk/cycle distances and times;
 - Details of the Travel Plan measures including Green Travel Vouchers;
 - Up to date bus information including the timetable and stop locations;
 - Information on sustainable travel events, bicycle training and contact details for local bike repair shops;
 - Information on the health and well-being benefits associated with sustainable transport modes, as well as the cost savings; and
 - Details of the Travel Plan webpage.

9.3.5 This document will be updated annually to ensure that it contains the most up-to-date information and reflect any change in strategy that may be identified following analysis of the travel survey that will take place annually. Plans showing walk and cycle routes, and bus service locations, will be prepared and included within the Pack.

9.3.6 Residents and staff will have the option to receive their Pack in digital form upon first occupation, and additional hard copies will be also available upon request to the TPC.

9.4 Personal Travel Planning

9.4.1 A key form of communication within a Travel Plan is personalised travel planning, as research has shown that engaging with people is more effective than providing individuals with promotional literature.

9.4.2 Personalised Travel Planning is an established approach that enables people to think about the way in which they currently travel and provides them with the information, advice and motivation to walk, cycle and use public transport more often.

9.4.3 Indeed, research has also found that many journeys, particularly shorter ones, could be made on foot, bike, or public transport, and without any infrastructure or service improvements. People often use their cars out of habit or are not aware of the alternative options available.

9.4.4 Both residents and staff will be offered personal travel planning in order to promote sustainable travel. If they accept, then they will be asked for their details and will be subsequently contacted by the Travel Plan Coordinator who will provide the Personal Travel Planning to each resident on request.

For those who choose to receive PTP, the TPC will explore the options they have for travelling to/from their place home or place of work via different sustainable modes. The outcome of this meeting will be documented in a written PTP form issued to the resident. Furthermore, the TPC will perform a follow-up phone call within two months of the received PTP to check in on how the resident has adapted their travel patterns and discuss any potential barriers they have faced.

Residential Travel Measures

9.5 Point of Sale

- 9.5.1 All sales staff will receive all appropriate training necessary from the TPC to ensure sustainability is a selling point, allowing people to consider their travel options even prior to reserving their plot. Staff will be made aware of the principles, aims and objectives of the Travel Plan, as well given details of all the travel measures. Allied to this, the TPC will ensure up-date date travel information, information on travel events and any changes to the sustainable initiatives and communicated to the sales team.
- 9.5.2 Travel Plan measures, such as the bike hire scheme and Green Travel Vouchers, will be clearly displayed on a notice board within the sales office so that potential buyers are aware of what will be available for new residents of Heyford Park.

9.6 Green Travel Vouchers

- 9.6.1 Green Travel Vouchers will be offered to all new residents and will be made available upon first occupation.
- 9.6.2 It is a voucher system which will be provided on a reclaim basis, and shall allow residents to be reimbursed against expenditure of things to help them make more sustainable travel choices and reduce car use.
- 9.6.3 Green Travel Vouchers give residents the choice of what they purchase, rather than being fixed to a specific measure which might not be suitable for that individual. Residents will be able to use them for the following:
- Bus travel to and from Bicester;
 - Membership to the Heyford Bicycle Hire Scheme;
 - New bicycle equipment, however, not to purchase new bicycles; and
 - Membership to the electric car club.

- 9.6.4 The current list of measures that Green Travel Vouchers can be redeemed against is in no way exhaustive and as the Travel Plan evolves, residents will be able to use Green Travel Vouchers against potential new sustainable travel measures that are introduced in the future. In order to prevent that bicycles purchased through this scheme will be immediately sold on, Green Travel Vouchers cannot be used to purchase new bicycles.
- 9.6.5 The TPC will monitor the uptake of Green Travel Vouchers shall write to each dwelling at the 3rd and 6th month after occupation to remind them to claim.
- 9.6.6 It is proposed that each household will be able to reclaim up to £300 towards sustainable transport initiatives. Of this value, £100 would be reserved to claim for bus services. The total value would be sufficient to cover the cost of 3 x 3-month bus pass tickets, 4 x annual membership to the bicycle hire scheme, 1 x annual membership to the car club, for example.

9.7 Walking Initiatives

- 9.7.1 Invariably, walking will comprise an important mode of travel for the many trips, whether as the main mode of travel or as a secondary walk trip that may be required as part of a longer journey by public transport.
- 9.7.2 To encourage journeys to be undertaken by foot, the key aspiration will be to ensure that residents have a knowledge of the opportunities, that will be available to travel to key local facilities that are within a suitable walk distance of the site.
- 9.7.3 The survey results found that residents were keen to make some journeys by foot if there were facilities to walk to and if the footpaths throughout the site were suitably maintained. It is expected that once the Village Centre has been completed, along with the final wearing courses on the roads, there would be an increase in the internalisation of trips as well as rise in walking trips.
- 9.7.4 In order to facilitate walk trips, the following shall be undertaken: -

- Plans illustrating the local pedestrian infrastructure and its connectivity to nearby areas and transport facilities shall be displayed within social areas and provided within the Travel Plan Welcome Pack. These shall be provided to residents upon occupation of their home. Additional copies shall also be made available upon request to the TPC.
- The TPC shall liaise with the Developer s to ensure that pedestrian routes are properly maintained.
- A notice board containing details of the TPC and latest travel information shall be located in the social spaces of the development. This will include maps illustrating local walking infrastructure and routes around the site, and other facilities and amenities.

9.8 Cycling Initiatives

9.8.1 The survey results found that residents perceived cycling to not be possible because the distance between work and home was too far. As outlined within [Section 4](#) of the appended Framework Travel Plan Addendum, cycle journeys up to an hour are still considered, whilst those up 45 minutes are accepted. Cycling to the centre of Bicester would take around half an hour from the site, where a proportion of residents' work. As such, better education and dissemination of this information can encourage an uptake in cycling.

9.8.2 Under the terms of this Travel Plan, the (TPC) shall also ensure the following: -

- Plans illustrating the local cycle infrastructure and its connectivity to nearby destinations shall be provided within the Travel Plan Welcome Pack/ Travel Information Pack.
- The TPC shall liaise with the Developer to ensure that cycle routes and cycle parking facilities are properly maintained;
- The TPC shall implement a bike hire scheme for residents to increase internalisation of trips whilst also encouraging trips to Bicester.

- a. Green Travel Vouchers will be offered on a reclaim basis to all households upon first occupation, whereby residents will have an option to spend the voucher on membership to the bike hire scheme should they wish;
- At least quarterly public travel events to be located in the central area of the development, with bike maintenance workshop/advice, travel related traders and operators providing information etc.;
- Regular adult and child cycle training shall be made available, as well as during Travel Plan events to benefit residents. Wherever possible, efforts shall be made to coordinate such training events with the local school to support wider cycle initiatives;
- The developer shall ensure that secure and sheltered cycle parking spaces, public bike maintenance and bike pump stands are provided in central areas of the development so that they will be accessible to all;
- The developer is currently engaging in discussion and working with the Local Highway Authority to improve the cycle connection between the site and Bicester;
- The TPC shall establish and operate a community cycle club whereby residents can view popular leisure rides around the site that others have done:
 - a. The TPC shall set up a Strava³ (or similar) cycle group whereby residents will be able to track their track cycle performance relative to peers on the site. They will be entered onto a leaderboard which ranks participants cycle distance or length of their ride, for example;
 - b. Strava allows posts to be made by the community, allowing members to ask questions, discuss local routes etc.
 - c. Findings will be reported back in a monthly newsletter to be distributed electronically; and
 - d. The community cycle club will organise Biker Breakfasts, buddy schemes and encourage cycle champions.

³ Strava is an internet service for tracking human exercise which incorporates social network features. It is mostly used for cycling and running using GPS data. See www.strava.com

9.9 Public Transport Initiatives

9.9.1 Journeys by bus / rail will form important parts of travel opportunities to the site. In order to promote the use of bus / rail to residents and visitors, the following shall be undertaken:

- The Travel Plan Coordinator shall liaise with the Council’s representatives to ensure that bus stops and walk routes around the site and between the bus stops are properly maintained;
- Each household will be provided with Green Travel Vouchers, which will include the option to use for bus travel.
- The TPC and Developer shall liaise with local bus service representatives as well as the Authority at least twice annually, and engage in discussion in order to provide a 15-minute service between the site and Bicester for use for residents, and visitors;
- The TPC and Developer shall discuss the potential to provide a branded ‘Heyford Park’ bus in order to increase awareness of sustainable travel. It will also instil a sense of community and remind residents of the travel plan being in operation;
- Plans showing safe walk routes between the site and relevant bus stops, as well as up-to-date timetable information, shall be provided within the Travel Plan Brochure, which shall be provided to residents upon occupation. Information on public transport websites such as www.travelinesoutheast.org.uk and www.nationalexpress.com will also be included in the documents; and
- The TPC shall check the accuracy of timetable information on a regular basis and issue advice of any changes to residents.

9.9.2 A notice board containing details of the latest public transport timetables and information shall be located in the social spaces close to the entrances of the development.

9.10 Car Sharing

9.10.1 In order to promote the use of car sharing, the following will be undertaken:

- The TPC shall set up and manage a bespoke car share club using the online Liftshare platform (or equivalent);
 - a. Subject to release of personal data under GDPR regulations, residents shall be automatically registered to the Liftshare database;
- The TPC will explore market demand for a suitable number of electric car club vehicles, and if there is a demand, this shall be introduced. The associated charging facilities will be placed in a central and highly visible location. This will be supported by provision of one free membership per dwelling in the first year of occupation which can be redeemed through the Green Travel Vouchers;
- Discussion is underway with Econetiq to deliver the electric vehicles. Econetiq will cover costs to both install, monitor and operate shared charge points and incorporate electric vehicles to suit the demand on the site;
- The TPC will promote the use of the online Liftshare platform and the Travel Plan Welcome Pack shall communicate the benefits of car sharing to encourage participation; and
- Assess with each business the potential to create car sharer only car parking spaces, with related advice to all businesses on the benefits and implementation of smart parking to track and reward car sharing on a daily basis.

9.10.2 The Travel Plan Welcome Pack shall communicate the benefits of car sharing to encourage participation. The benefits shall be noted as follows: -

- It saves money by;
 - a. By reducing fuel costs;
 - b. By reducing the wear and tear of personal vehicles, reducing maintenance costs; and
 - c. By reducing the annual mileage which can help to reduce insurance premiums.
- It reduces the number of cars on the road which will help to reduce congestion, pollution and pressure on car parking;
- It provides a viable form of travel for rural communities;
- It reduces the need to own a car, particularly in combination with the other initiatives set out within this Plan;
- It can reduce stress levels associated with driving; and
- It provides opportunities to increase social networks.

9.11 Community Website

- 9.11.1 To ensure residents, and visitors have continual access to up-to-date travel information, a community website shall be created. The primary objective of the website shall be to instil a sense of living and being part of a sustainable and active community.
- 9.11.2 Facebook, marketing, email and web-blogs shall be regularly published throughout the year and particularly between travel plan events.
- 9.11.3 The website shall show the site in the context of wider amenities and shall cater for the needs of residents. The website shall include the following type of information: -
- a) The sustainable travel opportunities and non-car travel credentials of the site, such as location of bicycle parking etc;
 - b) Maps identifying the nearest local amenities, including shops, healthcare;
 - c) Cycle maps;
 - d) Details of bus timetables & bus maps;
 - e) Links to transport operators;
 - f) Links to company and regional car share databases;
 - g) Upcoming travel events;
 - h) Information on upcoming competitions and previous competition winners / prizes;
 - i) Local bicycle retailers and maintenance services;
 - j) Local businesses offering bespoke discounts on vehicle servicing & MOTs; and
 - k) Feedback and contact page.

9.12 Other Measures to Reduce Car Travel

- 9.12.1 Up to five desks with Wi-Fi access shall be made available within offices located on site to create an informal co-working space available between 09:00 and 18:00hrs Monday to Friday, to provide an alternative to home working but avoiding the need to travel beyond the site.

Workplace Travel Measures

9.13 Walking Initiatives

9.13.1 In order to facilitate walk trips, the following shall be undertaken: -

- Plans illustrating the local pedestrian infrastructure and its connectivity to nearby areas and transport facilities shall be displayed within social areas and provided within the Travel Plan Welcome Pack. These shall be provided to residents upon occupation of their home. Additional copies shall also be made available upon request to the TPC.
- The TPC shall liaise with the Council's representatives to ensure that pedestrian routes are properly maintained.
- A notice board containing details of the TPC and latest travel information shall be located in the common rooms or staff rooms within each commercial unit of the development. This will include maps illustrating local walking infrastructure and routes around the site, and other facilities and amenities.

9.14 Cycling Initiatives

9.14.1 Under the terms of this Travel Plan, the (TPC) shall also ensure the following: -

- Plans illustrating the local cycle infrastructure and its connectivity to nearby destinations shall be provided within the Travel Plan Travel Information Pack.
- The residential bike scheme shall be extended to include the commercial areas and Green Travel Vouchers will be offered to employees on a reclaim basis upon first employment, at a rate of £75 per employee;
- At least quarterly annual public travel events to be located in the central area of the development, bike maintenance workshop/advice, travel related traders and operators etc. which will be made available for people working across the site;
- Regular adult cycle training shall be made available, as well as at Travel Plan events to staff;

- The developer shall ensure the provision of secure and sheltered cycle parking facilities to be provided at each of the commercial units in line with current parking standards identified by the Authority, as a minimum;
- The developer is currently engaging in discussion and working with the Local Highway Authority to improve the cycle connection between the site and Bicester which will benefit those who live in Bicester;
- The TPC shall set up a forum of Workplace Champions within each business to share knowledge, issues and opportunities. The TPC shall chair such dialogue and report on any findings if necessary:
 - a. The TPC shall also set up a Strava⁴ (or similar) cycle group against which participants can track cycle performance relative to peers on site. They will be entered onto a leaderboard which ranks participants' cycle distance or length of their ride, for example;
 - b. Strava allows posts to be made by the community, allowing members to ask questions, discuss local routes, find people to cycle to and from work with etc.;
 - c. Findings will be reported back in a Monthly Newsletter to be distributed electronically.
- Establish a 'bike miles' scheme in which employees registered with the Strava group will earn 'points' which may be exchanged for cycle gift vouchers. Points will be earned for every return journey and be equivalent of £1. In this way. A year of cycling each day would result in a £250 gift card; and
- Where possible, incorporation of showering facilities within the new commercial buildings together with dedicated 'dry room'.

9.15 Public Transport Initiatives

9.15.1 In order to promote the use of bus / rail to staff and visitors, the following shall be undertaken:

⁴ Strava is an internet service for tracking human exercise which incorporates social network features. It is mostly used for cycling and running using GPS data. See www.strava.com

- The Travel Plan Coordinator shall liaise with the Council’s representatives to ensure that bus stops and walk routes around the site and between the bus stops are properly maintained;
- Employees will be provided with Green Travel Vouchers upon commencement of employment, which will include the option to use for bus travel.
- The TPC and Developer shall liaise with local bus service representatives as well as the Authority at least four times annually, and engage in discussion in order to provide a 15-minute service between the site and Bicester for use by staff and visitors;
- Plans showing safe walk routes between the site and relevant bus stops, as well as up-to-date timetable information, shall be provided within the Travel Plan Information Pack, which shall be provided to staff upon commencement of their employment. Information on public transport websites such as www.travelinesoutheast.org.uk and www.nationalexpress.com will also be included in the documents; and

9.15.2 A notice board containing details of the latest public transport timetables and information shall be located in the social spaces of all commercial elements of the development.

9.16 Car Sharing

9.16.1 In order to promote the use of car sharing, the following will be undertaken:

- The TPC shall set up and manage a bespoke car share club using the online Liftshare platform (or equivalent);
 - b. Subject to release of personal data under GDPR regulations, staff shall be automatically registered to the Liftshare database;
- The TPC will explore market demand for a suitable number of electric car club vehicles, and if there is a demand, this shall be introduced. The associated charging facilities will be placed in a central and highly visible location. This will be supported by provision of one free membership per occupant in the first year of occupation which can be redeemed through the Green Travel Vouchers;
- Discussion is underway with Econetiq to deliver the electric vehicles. Econetiq will cover costs to both install, monitor and operate shared charge points and incorporate electric vehicles to suit the demand on the site;

- Liaison with each commercial TPC to assess the potential to organise fleets to the commercial elements of site;
- The TPC will promote the use of the online Liftshare platform and the Travel Plan Welcome Pack shall communicate the benefits of car sharing to encourage participation; and
- Assess with each business the potential to create car sharer only car parking spaces, with related advice to all businesses on the benefits and implementation of smart parking to track and reward car sharing on a daily basis.

9.17 Other Measures to Reduce Car Travel

- 9.17.1 Businesses operating at the site shall have the opportunity to reclaim 50% of the cost of installing a business audio and video conferencing system at their premises at Heyford Park to minimise the need to travel for off-site meetings, up to a maximum cost of £500.
- 9.17.2 The current COVID-19 situation has highlighted that working from home is possible for many businesses, and so employees on site should encourage home working if it is appropriate or allow for reduced days in the office.
- 9.17.3 High speed internet is provided at each new home which will help to reduce certain technological issues that can arise during home working.

9.18 Section Conclusion

- 9.18.1 It is concluded that implementation of the above measures, which include initiatives designed to increase awareness of the various travel opportunities, as well as the provision of specified infrastructure, a range of measures shall manage travel behaviour of residents and staff at Heyford Park and to reduce car dependency at the site.
- 9.18.2 The residential measures reflect the results of the 2020 Travel Survey reflect the results of the most recent travel survey however are expected to evolve and be adapted in the future to ensure the target share can be reached.
- 9.18.3 Many of the residential measures can be extended to the commercial elements of the site, however once survey results for these aspects are received, workplace measures can be adapted to reflect survey results.

10. MONITORING & REVIEW

10.1 Introduction

- 10.1.1 A programme of monitoring and review will be designed to generate the information that will enable the success of the Plan to be evaluated, as some policies and incentives will prove more successful than others. Monitoring and review will be the responsibility of the appointed TPC. The initial programme for monitoring and review will be as follows.
- 10.1.2 The major objective of the Plan, as stated previously, is to affect a reduction in the use of single occupancy car trips: an objective that is naturally aided by the sustainability credentials of the site. A suitable indicator of success is therefore to review the modal split of residents and staff over time. This will indicate the share of trips occurring by each mode.
- 10.1.3 It is essential that all Travel Plans are monitored closely and reviewed regularly throughout early stages of occupation and at subsequent intervals to ensure the plans are still relevant and up to date.

10.2 Programme & Monitoring

- 10.2.1 Monitoring will be undertaken informally outside of the stated formal Plan Review process. Informal monitoring will include observation on-site, including how many people are waiting at bus stops, if cycle hoops are regularly being used, and gauging a general feel of the site. Informal discussion with residents, PTPs, Bike Hire and Green Travel Voucher claims as well as meetings with the nominated workplace TPCs will allow the TPC to get an understanding of how people are reacting to the measures.
- 10.2.2 Informal monitoring enables the TPC the opportunity to track the broad performance of the Plan without the need for time-consuming questionnaires and official reporting. On this basis, the measures outlined below have been designed within the intention that they can be undertaken quickly and effectively.

- 10.2.3 The TPC shall note down any findings during the informal monitoring process and the information acquired, i.e. comments from local residents, number of bikes parked in employment areas etc., would be recorded for input into the review process to be undertaken every second year. It will be made available to the Council's travel plan representative upon request.
- 10.2.4 During the formal review process, the TPC will formally monitor the travel behaviour of residents using an on-line travel questionnaire designed in line with local and national best practice. A hard copy shall also be posted to each dwelling, with further copies being made available upon request to the TPC.

10.3 Programme of Review

- 10.3.1 The objective of the review will be to measure the success of the Plan against the specified targets and to identify if further refinement of the initiatives is required.
- 10.3.2 In order to ensure regular monitoring a bi-annual monitoring report based on the bi-annual Travel Surveys will be prepared by the TPC and submitted to Oxfordshire County Council. An Action Plan will be included alongside the monitoring report to illustrate an updated plan for the next 24 months.
- 10.3.3 A primary element of the review process will be to re-issue a travel questionnaire to both residential and commercial elements of the development and so the Travel Surveys will be conducted bi-annually (or upon occupation of every 350 house) until full occupation of the development and additionally every two years post full occupation for five years. Depending on the findings of these surveys, existing measures may be adapted, or further measures may be proposed. The survey results should also assist in highlighting any problems with existing measures and improvements that could be made.
- 10.3.4 The bi-annual monitoring reports will be prepared within one month of the completion of the Travel Survey and will set out the findings to determine whether the targets have been achieved.

- 10.3.5 The Travel Plan process is intended to be dynamic. As such targets may be revised and adjusted with reference to the performance of the plan and as it evolves over time. Changes to the targets and measures set out in the plan will be agreed in advance with Travel Plan officers at OCC.
- 10.3.6 The results of the formal review will be collated by the TPC and a Travel Plan Review report shall be prepared and issued to the Council's travel plan representative after each review (identified above).
- 10.3.7 Where the Travel Plan review identifies that the Plan has failed to meet its stated targets, the appointed TPC shall liaise with the Council's travel plan representative to agree suitable changes to the Plan.

11. ACTION PLAN

11.1 Introduction

11.1.1 This section sets out short, medium and long-term actions associated with the Plan.

11.2 Short-Term Actions (6-12 months)

11.2.1 This section sets out short-term actions that will be required to establish soon after the adoption of this plan, in order to ensure a successful delivery.

Table 11-1 Short-Term Actions (6-12 months)

ID	Action	Responsibility
Short-Term (6-12 months)		
1	Publish Travel Plan Welcome Pack to Oxfordshire County Council for approval prior to issue to all existing residents of the development	Developer
2	Appoint TPC and provide TPC contact details to Oxfordshire County Council for approval	Developer
3	Ensure commercial lease agreements clearly sets out the Workplace Travel Plan obligation and threshold values	Developer/ Estate Manager
4	Identify a suitable area where the Travel Plan and travel information may be provided.	TPC
5	Begin to create a Travel Plan Network with TPCs that have been already appointed on commercial elements of the site, as well as with TPCs on nearby developments.	TPC
6	Implement a range of initiatives in line with those identified in Section 9 of this Plan to help achieve the mode shift required to deliver the stated mode share.	TPC

11.3 Medium-Term Actions (1-2 years)

11.3.1 This section sets out medium-term actions associated with the Plan, which will be realised within the first and second year of this Travel Plan’s life span.

Table 11-2 Medium-Term Actions (1-2 years)

ID	Action	Responsibility
Medium-Term (1-2 years)		
7	Survey the new commercial areas of the site as they become occupied and update the Workplace Travel Plan accordingly.	Workplace TPC/ Site Wide TPC
8	Informal monitoring to take place between the formal review process.	TPC
9	Update the travel plan welcome packs regularly in line with development that comes forward, as well as update maps and bus timetables.	TPC
10	Reissue updated documents for distribution to the residents within 3 months following agreement of any changes.	TPC

11.4 Long-Term Actions (on-going)

11.4.1 The Long-Term Actions listed below will be performed regularly throughout the course of this Travel Plan Period.

Table 11-3 Long-Term Actions (on-going)

ID	Action	Responsibility
Long-Term (on-going)		
11	Undertake travel surveys every two years and produce monitoring reports within one month of the completion of the surveys.	TPC
12	Update travel initiatives to help achieve the mode shift required to deliver the stated mode share if necessary.	TPC
13	Create an action plan following the results of the surveys to illustrate what will be done to ensure targets can be reached.	TPC

12. FUNDING

12.1 Introduction

12.1.1 This Section provides detail on the funding strategy and establishes the timescales and costs of delivering the Travel Plan measures identified earlier on in this plan. Furthermore, this Section includes a breakdown of the budget required for the on-going management of the Travel Plan.

12.2 Travel Plan Funding

12.2.1 Funding the Travel Plan initiatives will form part of the normal development budget of the proposal and annual funding will be provided by the Developer for a period of five years post final occupation. An annual Travel Plan Management budget is detailed in the next segment of this Section.

12.2.2 An indicative cost schedule with associated measures including infrastructure provision is provided below.

Table 12-1 Travel Plan Measures and Cost Plan

Measure	Timescale	Cost	Responsibility
Travel Plan Management			
Site wide Travel Plan Co-ordinator (TPC)	Assuming a 5 -day per week and employed for duration of 10 years (unless targets are not met, in which case this may be extended) subject to annual review.	Approx. £40,000 per year (based on a £35,000 per year salary)	Developer
On-going management and monitoring - including running surveys	Surveys to be conducted every 2 nd year or on completion of every 350 th house, whichever is soonest, on-going matter	Estimated £2,000 per survey and £3,000 per preparation and review of monitoring report	TPC

Liaise with residents and staff regularly in order to understand how they react to various initiatives and monitor requests for additional sustainable travel in between formal monitoring	On-going matter for the duration of the plan	Part of TPC role	TPC
Work in partnership with key groups including site employment areas with dedicated TPCs, as well as OCC	On-going matter for the duration of the plan	Part of TPC role	TPC
Personalised Travel Planning	On-going, to be offered to residents upon occupation of their home	Part of TPC role	TPC
Sales Staff training to ensure people to consider sustainable travel options prior to buying	On-going, Staff shall be regularly updated in order to answer questions with the correct details	Part of TPC role	TPC
Marketing			
Travel Information Packs	To come forward in line with development, to be distributed to residents upon first occupation and additional copies to be provided upon request to the TPC; To be updated as the site develops	Already designed; £8,000 based on £4 per pack and print run of 2,000 copies	TPC
Community Travel Website with access to real time information	To be developed using wix website or incorporated within Heyford Park website, to be regularly updated as the site develops	£200 annual hosting cost	TPC/Marketing Team

Travel Information Board to placed in central location	To be provided by occupation of 1000 th dwelling	Included in construction costs	Developer / TPC
Material such as information for notice boards and posters/ leaflets for Travel Plan promotion	Updated as the site develops	Printing costs approx. £1,000 per annum.	TPC
Travel events to include to a bike maintenance workshop and travel related traders (bike shops/bus companies) etc.	Four times a year, on-going for duration the plan	Initial cost of £2,000 with further annual cost of £1,000 for leaflet drop	TPC
Regular Bike Maintenance Days	Six times a year, on-going	£200 per event	TPC
Green Travel Vouchers to be redeemed	On-going, to be offered upon occupation	£300 per household	TPC
Increase Walking at Heyford Park			
Provide free maps of the local area detailing the safest and most convenient walking routes around the site	On-going	Part of TPC cost (Information to be provided electronically); hard copies to be provided within marketing material	TPC
Up to date walking routes and information to be provided in marketing material	On-going matter, to be updated in line with development of the site	Part of TPC cost (Information to be provided electronically); hard copies to be provided within marketing material	TPC
Final wearing courses on Camp Road which will enable are more appealing walking experience	Mid - late 2022	Payment schedule already agreed as part of S106 Agreement	Developer
Ensure walking routes are safe and maintained	Ongoing matter	-	TPC / Developer

Improvement works to Public Rights of Way including reinstating Portway and Aves Ditch	To be determined	Payment schedule already agreed as part of S106 Agreement	Developer
Increase Cycling to and from the Site			
Provide free maps of the local area detailing the safest cycling routes to and from the site	On-going matter, to be updates when necessary	Part of TPC cost (Information to be provided electronically); hard copies to be provided within marketing material	TPC
Ensure cycle routes are safe and maintained	Ongoing matter	-	TPC / Developer/ Council
Bicycle hire scheme	To come forward in line with development	Upfront cost of up to £86,000 (up to 50 x e-bikes) and £80,000 annual maintenance (to be off-set by revenue generation)	Developer
Advertise cycle training and provide where required, including to at travel events	On-going at each travel event	Part of TPC cost and marketing costs	TPC
Provide community bicycle user group	On-going for duration of plan	Part of TPC cost	TPC
Create Strava group and establish 'Bike Miles' scheme	On-going	No cost associated with creating Strava group. Residents can generate up to £250 per year with 'Bike Miles'. Points will be earned for every return journey and be equivalent of £1. Assume up to £7,500 annually	TPC
Provide secure, covered, convenient and visible resident cycle parking	In line with the site development	Part of construction cost – provided per dwelling/ commercial in line with standards	Developer
Offer discounts to staff through partnership with local bicycles	On-going	Cost to be offered by individual traders	TPC

Heyford Park to Bicester cycle link	Yet to be determined	TBC	Developer
Shower facilities and changing areas (including drying facilities) for staff at commercial areas	To come forward in line with development	Part of construction costs	Developer
Increase Public Transport to and from the Site			
Promotion of public transport travel information on noticeboards and within the Travel Plan Welcome Packs	On-going matter for life of plan	Part of TPC cost (Information to be provided electronically); hard copies to be provided within marketing material	TPC
Green Travel Vouchers to be used bus travel	On-going, to be offered upon occupation	£300 per household (equates to 3 x 3-month bus travel to Bicester)	TPC
Increase bus service frequency between Heyford and Bicester	To be determined	Part of S106	Developer / Bus representatives
To provide new bus infrastructure and potentially a branded Heyford Park bus to instil sense of community	To be determined	Part of S106; assume £4,000 per bus branding (circa-£16,000 total)	Developer
Increase car occupancy through Car Share Initiatives			
Promotion of the benefits of car sharing through information on public noticeboards as well as up to date Welcome Packs	On-going	Part of TPC cost (Information to be provided electronically); hard copies to be provided within marketing material	TPC

Bespoke car share club using Liftshare and promote its use	On-going	No cost associated with joining Liftshare. Part of TPC cost to monitor	TPC
Assess the potential to include car share only spaces at business within the site	In line with the development of employment space	10 spaces in 1 st year and budget allowance for additional space per year (£10,000 in year 1 and £1,000 each year after	Developer
Provision of electric car club vehicle to be introduced (subject to market demand)	TBC subject to market demand and viability	Cost of installation, monitoring and operation of electric charging points and electric vehicles covered by Econetiq.	Developer
Increase Opportunities to Work from Home			
Provide high speed internet connections in all homes	During construction	Part of construction costs	Developer
Provide hub/office Space for residents to provide an alternative to working from home without the need to travel	To come through in line with development	Part of construction costs	Developer
Other Improvements			
Ensure car parking is provided in accordance to OCC standards	During construction and in line build out	Part of development costs	Developer
Highway improvements at Chilgrove Drive	Yet to be determined	Cost included elsewhere	Developer
M40 Junction Works	Likely finished 2023	TBC	Developer
Hopcroft Holt Junction works	To be determined	TBC	Developer

12.3 Travel Plan Management Budget

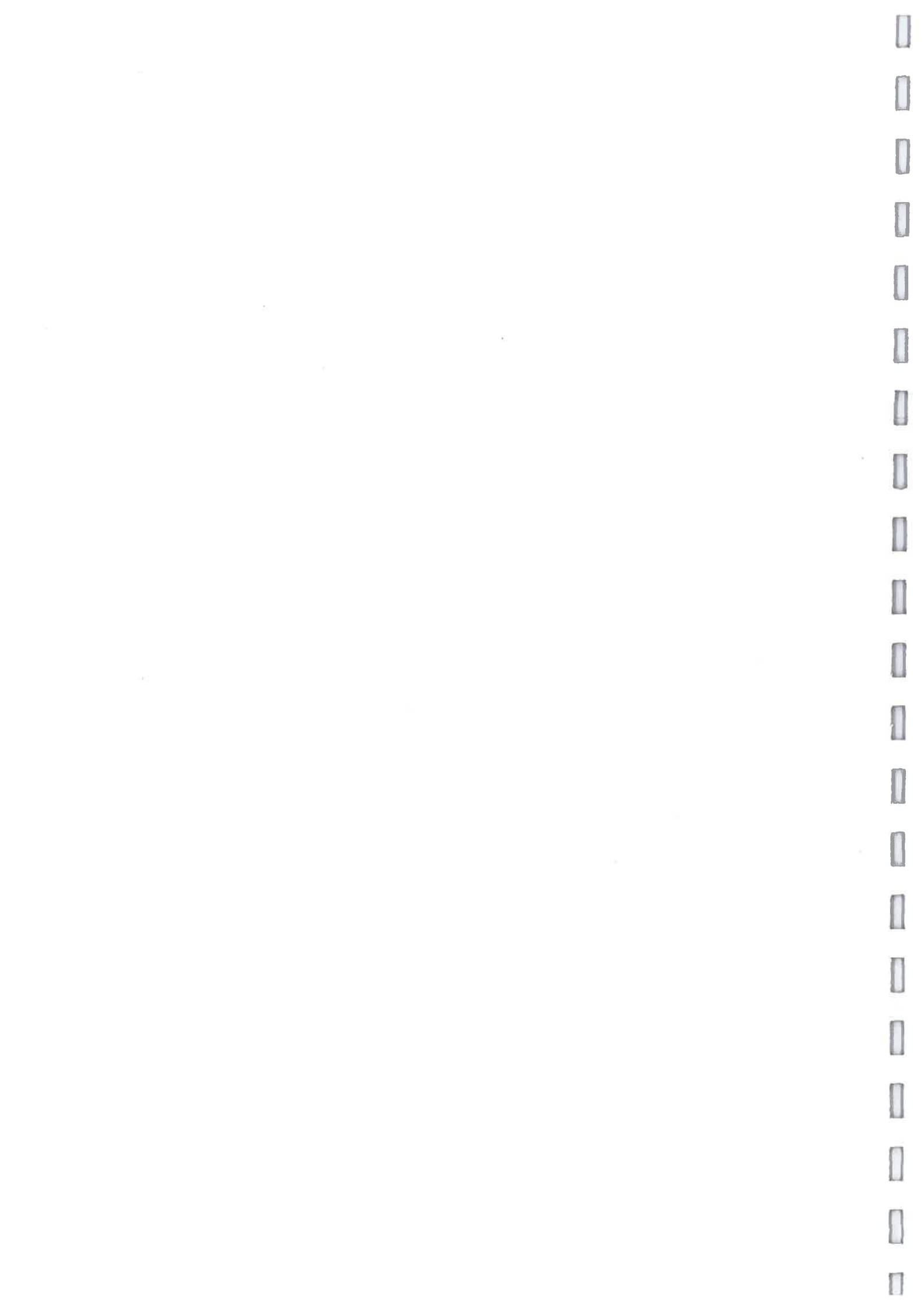
12.3.1 An indicative Travel Plan management budget is provided below. These costs relates to the on-going management of the Plan, but does not include costs relating to infrastructure provided by the developer.

Table 12-2 Travel Plan Management Budget

Measure	Cost	10-year Cost	Annual Cost
Site wide Travel Plan Co-ordinator (TPC)	Approx. £40,000 per year (based on a £35,000 per year salary) <i>subject to annual review</i>	£400,000	£40,000
On-going management and monitoring – including running surveys	£2,000 per survey (every 2 nd year) and £3,000 per preparation and review of monitoring report	£25,000	£2,500
Travel Information Packs	£8,000 based on £4 per pack and print run of 2,000 copies	£8,000	£800
Community Travel Website with access to real time information	£200 annual hosting cost	£2,000	£200
Material such as information for notice boards and posters/ leaflets for Travel Plan promotion	Printing costs approx. £1,000 per annum.	£10,000	£1,000
Travel events to include to a bike maintenance workshop and travel related traders (bike shops/bus companies) etc.	Initial cost of £2,000 with further annual cost of £1,000 incl. leaflet drop	£11,000	£1,100
Regular Bike Maintenance Days	£200 per event £1200 per annum	£12,000	£1,200
Residential Green Travel Vouchers	£300 per household (1,600 dwellings)	£480,000	£48,000
Employee Green Travel Vouchers	£75 per employee (1,500 employees)	£112,500	£11,250
'Bike Miles' scheme	Up to £7,500 annually	£75,000	£7,500
	Total	£1,135,500	£113,550

12.3.2 Please note that some of the cost items listed above are not annual by nature, for example, travel surveys are performed every other year, or upon every 350th occupation. Furthermore, the Green Travel Vouchers are only claimed once, typically around the time of occupation. For simplicity, the total costs have been spread equally over the 10-year Plan Period. However, the actual yearly budget will naturally fluctuate, and the provided table should be seen as an indicative rather than definitive budget.

Appendix A
Framework Travel Plan Addendum





Framework Travel Plan Addendum

HEYFORD PARK, BICESTER

Job No: 20-307-20
Revision: 00
Issue Date: 29th March 2021



Control Sheet

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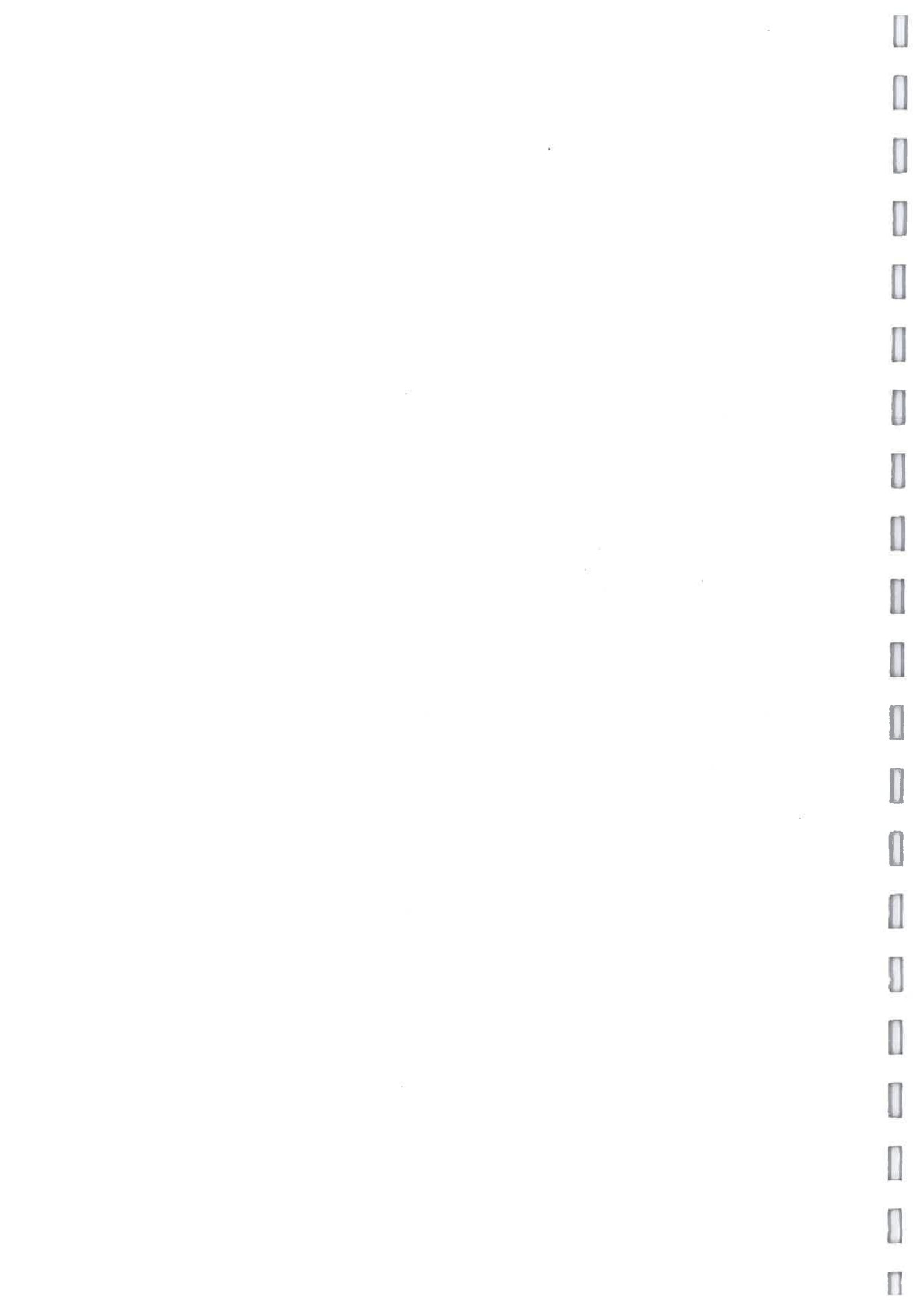


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1. INTRODUCTION

- 1.1.1 MY Mode Choice (c/o Calibro Consultants Limited¹) has been appointed on behalf of Dorchester Living (herein referred to as “the Developer”) to prepare this Full Travel Plan for Heyford Park. It covers the entire of the site for circa-2,819 houses and approximately 2,700 total jobs at Heyford Park, Camp Road Bicester.
- 1.1.2 This Addendum includes the supporting information and analysis relating to Sections 2-5 in the Framework Travel Plan. The findings presented in this report, including a comprehensive presentation of conducted Residential Travel Survey, have been processed and analysed in order to inform the overarching strategy and measures proposed in the main report.

1.2 Report Structure

- 1.2.1 The structure of this Addendum is as follows:

Section 2.0	Planning Background
Section 3.0	Policy & Best Practice
Section 4.0	Site Conditions
Section 5.0	Travel Survey

¹ 'MY Mode Choice' is an operating name of Calibro Consultants Limited

2. PLANNING BACKGROUND

2.1 Introduction

- 2.1.1 This section of the report sets out the development proposals for the whole of the Heyford Park development, as well as particulars of the current planning application with resolution to grant (ref 18/00825/HYBRID).
- 2.1.2 Heyford Park is a planned mixed-use settlement located on a former 500-hectare airbase in North Oxfordshire. It is a strategic allocation within the Cherwell Local Plan (2011-2031) for 1,600 additional homes and 1,500 additional jobs. Thus far, planning permission has been granted for 1,515 dwellings, of which some 800 have been built and occupied. The current planning application referenced above seeks permission for a further 1,175 dwellings.

2.2 Relevant Planning History

- 2.2.1 Heyford Park is a former RAF Airbase which ceased military use in 1994. Since 1996 the site has been subject to a number of planning applications and the relevant background of those are as follows.
- 2.2.2 Numerous applications have been made seeking permission to develop the base, or large parts of it, with many applications going to appeal. The most significant application ref. 08/00716/OUT was subject to a major public inquiry in September 2008. The Appeal was allowed in January 2010 and thus enabled "a new settlement of 1075 dwellings, together with associated works and facilities including employment uses, community uses, school, playing fields and other physical and social infrastructure."
- 2.2.3 Another application (10/01778/F) was granted a 10-year temporary consent in December 2010, but many of the plans to these properties has since been superseded by other applications.

- 2.2.4 The site was then acquired by the Developer who subsequently decided to refine the approved scheme. A new masterplan was drawn up and submitted under planning application ref. 10/01642/OUT. The site gained outline permission in 2011 for up to 1,075 homes, together with associated works and facilities including employment uses, community uses, school and playing fields and other physical and social infrastructure.
- 2.2.5 As the permission was outline, the reserved matters including details of the layout, appearance, and access have been submitted within a period of six years, including:
- A Free School, north of Camp Road, accommodating primary, secondary, sixth form pupils and associated community and recreational opportunities (13/0740/F). A further building is also occupied by the Free School on the south of Camp Road (13/00343/F). The school is now fully operational;
 - An outline application for 60 residential dwellings south of Camp Road (13/01811/OUT) was granted permission in March 2016 and reserved matters (16/00627/REM) have been approved in August 2016; and
 - Planning permission for increased village centre provision south of Camp Road (16/01000/F) was granted in November 2016, which equates to the 'consented' village centre as part of the 1,075-dwelling scheme. This application included a hotel (C1), associated D2 uses restaurant/pub/hot food takeaway (A3-A5) and a market (A1-A5);
 - An application for change of use to retain and use a warehouse(16/02348/F) on the Flying Field was granted in November 2016;
 - An application for 43 dwellings was granted planning permission (16/00263/F) was granted in June 2016;
 - An application for change of use of Building 103 to A Heritage Centre (Use Class D1) and Building 315 for storage and distribution (Use Class B8) and associated works (16/01545/F) was granted in August 2016.
 - An application for a new nursery (17/01680/F) on the Flying Field was granted a temporary 10-year consent in August 2018;

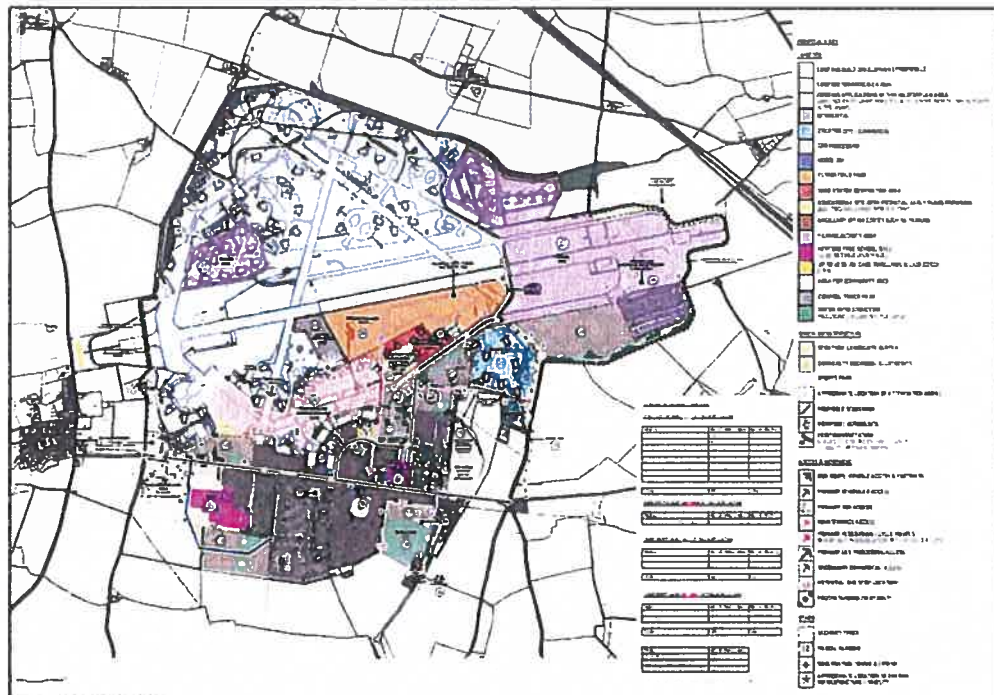
- An application for 57 residential units (19/00446/F) was granted permission in December 2019; and
 - An application for 296 dwellings (16/02446/F) that forms a part of Cherwell Local Plan allocation under Policy Villages 5 was granted planning permission in April 2020.
- 2.2.6 The hybrid planning application (18/00825/HYBRID) that was submitted in May 2018 sought outline planning permission for up to: 1,175 new dwellings, 60 close care dwellings, as well as a mix of retail, employment, and education use, and received resolution to grant subject to S106 in November 2020.
- 2.2.7 An application for 79 dwellings (15/01357/F) was submitted in July 2015 and has resolution to grant.

2.3 Particulars of Development

- 2.3.1 The Heyford Park Masterplan sets out the vision for the site as whole including residential, education, commercial areas. The development aims to respect local character, whilst also moving the community towards a more sustainable future.
- 2.3.2 At its' core, the masterplan has a strong framework of pedestrian and cycle links through the site, and public spaces which together form a development which is permeable and easy to navigate.
- 2.3.3 The internal road layout has been designed to ensure low traffic speeds thereby encouraging safe walking and high permeability through the site. This combined with the anticipated low volume of traffic movements on the roads in and around the development site will encourage cycling among residents, visitors and employees.

2.3.4 The Heyford Park Composite Parameters Plan is shown in the figure below and in full at Appendix A.

Figure 2.1 - Heyford Park Composite Parameter Plan



2.3.5 The salient elements of the development are as follows:

- Up to 2,819 houses in total across the site;
- Over 35,154 sq. metres of new employment space (B1/B2/B8) will be provided, comprising warehousing, workshops, and offices;
- A new bus route is proposed to serve the development and new bus stops will be placed in strategic locations throughout the site to ensure that the vast majority of dwellings will be situated within 400-metres of a bus stop;
- Provision of pedestrian/cycle links through the site, alongside appropriate signage and crossing points of roads through the development, to include dropped curbs, tactile paving and guardrails where appropriate;
- The Heyford Park Free School which is located on two campuses, one to the north of Camp Road and one to the south of Camp Road;
- A Village Centre to the north and south of Camp Road, in the heart of Heyford Park, comprising a range of facilities and uses for the local community. These include:

- Sainsbury's Convenience Store;
- Five A1 Retail Units;
- A small B1 Office Building (85.6-sqm);
- Heritage Centre (321.3-sqm);
- 30 x apartments provided in two blocks;
- Hotel (18-beds);
- Restaurant/Pub (340-sqm);
- Bowling Alley (137-sqm); and
- Glazed Canopy Link (326-sqm);

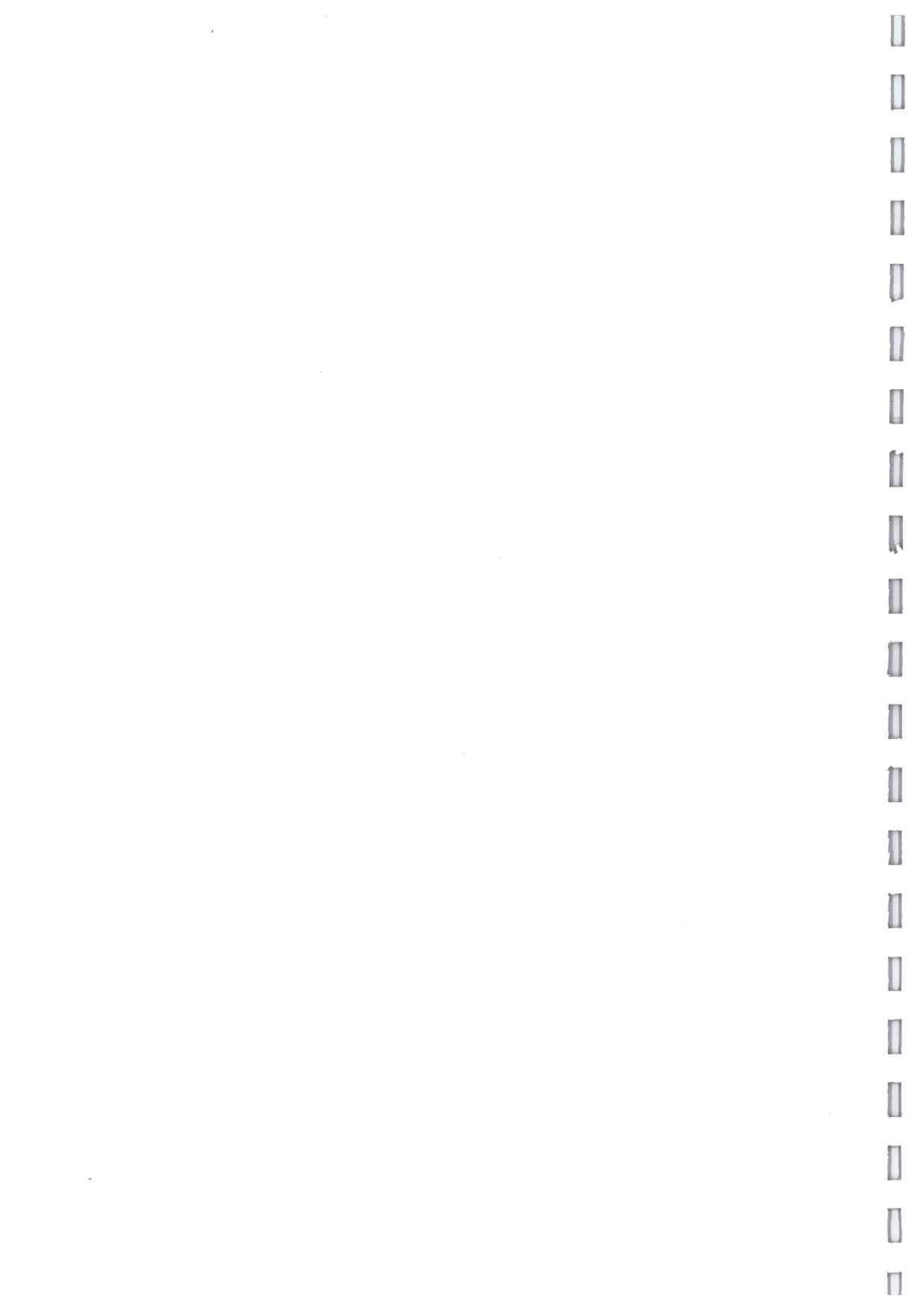
2.3.6 Allied to the above, planning application 18/00825/HYBRID (with resolution to grant subject to S106) seeks to create further development incorporating the following:-

- A new additional education site to the north of Camp Road, along with proposals for additional facilities at the existing Heyford Park Free School Sites;
- A Core Visitor Destination Centre which shall provide a range of attractions and activities for the community and utilise a number of existing buildings that were previously vacant. The attractions include:
 - Heritage Centre which shall include the museum exhibits and archive storage, as well as conference space and research facility;
 - Exhibition Space; and
 - Adrenaline Park which could include a climbing wall, skate park and public picnic seating area;
- A Flying Field Park (20.3-ha) for use by residents and visitors, alongside an observation tower offering views across the runway;
- A new medical centre to the north of Camp Road; and
- A sports park to be located in the south eastern corner of the site.

2.3.7 For the avoidance of doubt, the proposed elements are incorporated within Figure 2-1 above.

2.4 Statement of Intent

- 2.4.1 The Applicant recognises the important contribution that Travel Plans can make to the environmental agenda. The Applicant acknowledges that the Travel Plan can play an important part in helping to minimise car-borne travel on the region’s roads. As such, the Applicant is committed to passing on the aspirations of this document to future occupiers of the site.



3. POLICY & BEST PRACTICE

3.1 Introduction

3.1.1 This section of the Plan sets out the relevant travel planning policies and best practice guidance that have been referenced in the design of the Plan and its initiatives.

3.2 Best Practice Guidance

3.2.1 This Travel Plan has been prepared with reference to following existing best practice guidance;

- Revised National Planning Policy Framework (2019);
- National Planning Practice Guidance (2014);
- Transport for New Developments, Transport Assessments and Travel Plans, Oxfordshire County Council (2014);
- Good Practice Guidelines, Delivering Travel Plans through the Planning process (2014);
- The Essential Guide to Travel Planning, published by DfT (2008);
- Making Residential Travel Plans Work; Guidelines for New Development, published by DfT (2005);
- Local Transport Plan 2011-2030, Oxfordshire County Council; and
- Cherwell Local Plan 2011-2031.

3.2.2 The Travel Plan will be prepared with reference to existing best practice guidance as set out within the Department for Transport (DfT) document entitled 'The Essential Guide to Travel Planning' (2008), 'Making Residential Travel Plans Works' and the Oxford County Council Transport Policies document 'Transport for New Developments, Transport Assessments and Travel Plans' (2014).

3.2.3 The guidance documents provide an array of detailed advice, but the key messages can be summarised as follows: -

- Gain buy-in from the developer;
- Gain buy-in from the residents and staff;
- Allocate, and plan for, sufficient time and money;
- Search for and create local alliances to learn from common experience / problems;
- Understand the local environs via a detailed site audit;
- Understand the ways in which people travel and their reasons, via travel surveys;
- Monitor travel behaviour on a regular basis; and
- Market the travel plan and use branding tools to attract interest / participation.

3.2.4 The plan will set out the administrative, physical, and management initiatives that will form the framework under which a full travel plan will be prepared and implemented prior to the first occupation of the site. Commercial occupiers will need to provide Workplace Travel Plans if over the designated threshold, as detailed in Table 7-1 in the main document. The Travel Plan comprises the following suite of documents: -

Framework Travel Plan (*for use by the Travel Plan Coordinator and Local Authority*) - intended to set out matters relating to the administration of the Plan, including future review and monitoring regimes. Essentially, this would comprise an updated version of this Travel Plan as the site continues to develop to ensure the most up-to-date information..

Travel Plan Welcome Pack (*for distribution to residents and employees*) - comprising a publication designed to engage with the residents and employees, and to promote the use of non-car travel options through a range of key initiatives.

3.2.5 The above documents have been prepared to raise awareness amongst residents and employees of the key physical features, infrastructure, and opportunities to travel by non-car modes.

4. SITE CONDITIONS

4.1 Introduction

- 4.1.1 This section of the Plan sets out the key parameters of the development, including the availability of sustainable travel options from the site to nearby amenities and the surrounding area. On this basis, the future opportunities and barriers to non-car travel can be considered.
- 4.1.2 "Existing" refers to any provision that has already been built and operational. "Future" refers to any consented provision that has been granted but has not been constructed or is not yet operational, as well as proposed provision which has not yet been granted planning permission at the time of writing.

4.2 Highway Network

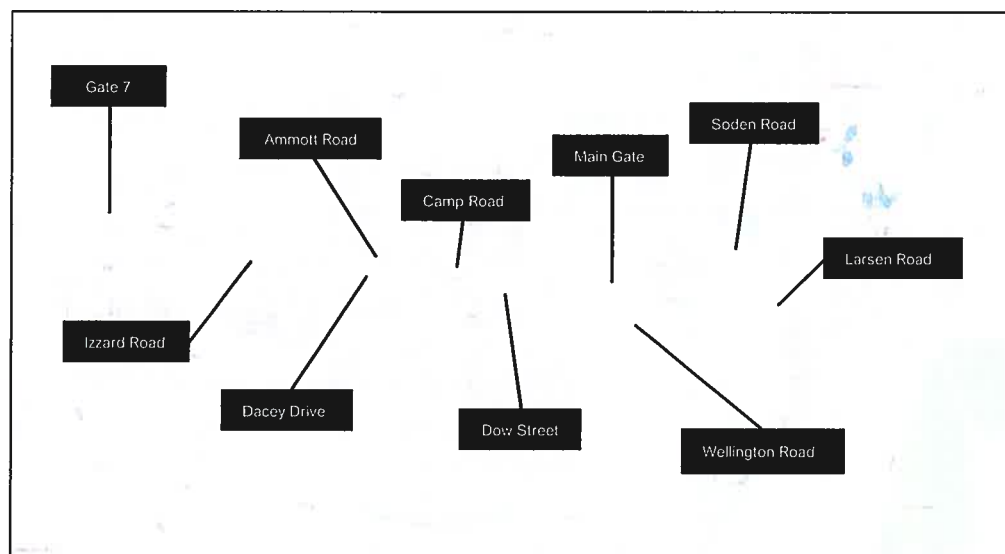
Existing Provision

- 4.2.1 **Figure 4.1** illustrates that primary access to the existing site is via Camp Road which runs through the heart of the development on a broadly east to west alignment, to the south of the airfield. It forms the principal road through the site, serving a range of residential and commercial side roads and private driveways, in addition to providing direct frontage access to dwellings. These include:
- The Main Gate provides access to employment buildings to the north of Camp Road, as well as some existing (Trident) and future residential dwellings;
 - Dacey Drive and Dow Street provide access to the main residential area to south of Camp Road;
 - Soden Road and Larsen Road to the east of the site provide access to two separate cul-de-sacs;
 - Amott Road to the north of Camp Road has been constructed to serve the Bovis Homes development;

- Wellington Road has been constructed to serve the new residential dwellings in the east of the site, to the south of Camp Road;
- Izzard Road is the most westerly side road in the existing site which has been constructed to provide access to both the Free School Campus, as well as the part of the new residential development; and
- Gate 7 is located to the western extent of Camp Road which provides vehicular access to the Flying Field and existing employment areas. The current routing agreement allows HGVs to access the Flying Field through Gate 7 via Camp Road.

4.2.2 For context, the figure below illustrates the roads that are accessed via Camp Road within the site.

Figure 4-1 Heyford Park Local Roads



4.2.3 Camp Road is subject to a 30mph speed limit and is around 6-metres wide along much of its extent; this being sufficient to safely accommodate two-way HGV traffic. Indeed, this is demonstrated by the fact that Camp Road is already used to accommodate the existing bus route that operates through the site.

4.2.4 Traffic calming measures are provided at regular intervals along Camp Road, including localised narrowings and raised tables.

- 4.2.5 Within the vicinity of the site is a network of predominately rural roads, most of which are unclassified. Camp Road connects to Station Road / Somerton Road via a simple priority T-junction adjacent to the village of Upper Heyford. Somerton Road is a rural road which runs between Upper Heyford and Somerton, whereas Station Road connects Upper Heyford in the north with Lower Heyford, Heyford Railway Station and the A4260 to the southwest.
- 4.2.6 The application site lies some 25-kilometres north of Oxford. The nearest towns to Heyford Park are Bicester and Banbury, which are located approximately 9-kilometres to the south east and, some 20-kilometres to the north, respectively. Junction 10 of the M40 is located approximately 5-kilometres to the northeast of the site, linking London to Birmingham via Oxford and Banbury whilst the A4260 Banbury to Oxford runs north to south. Some 1.2-kilometres to the west of the site.
- 4.2.7 Around 2.75-kilometres to the east of the centre of the site, Camp Road connects to the B430 via a priority T-junction with a ghost island right-turn lane and slip road arrangement.

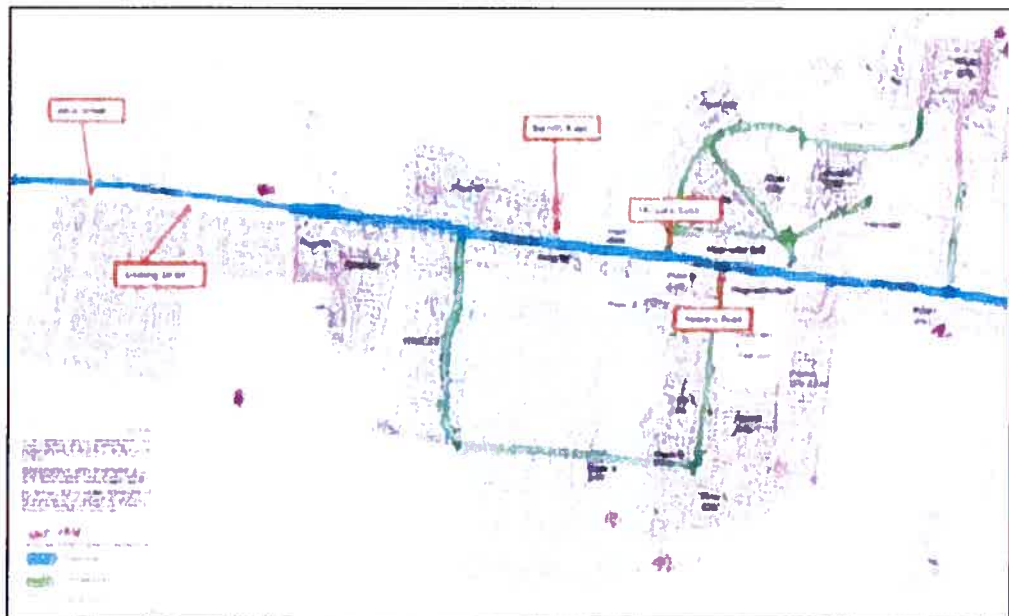
Future Provision

- 4.2.8 Camp Road is becoming less suitable to accommodate high volumes of HGV traffic as the nature of the site grows to become increasingly more residential, alongside the fact that access to the Free School is now provided off of Camp Road. As such, proposals include re-routeing HGVs away from Camp Road and instead up Chilgrove Drive to the east of the site, which shall be opened up to vehicular traffic. In order to facilitate this, the Chilgrove Drive/Camp Road is proposed to be suitably upgraded and a revised junction would be designed to accommodate the safety and needs of all users.
- 4.2.9 In order to ensure good pedestrian and cycle connectivity to and from the site. all roads within the site will be finished to a high standard, with final wearing courses being put down once main elements of the development are completed, likely to be delivered in late 2021 / early 2022.
- 4.2.10 As well as the existing residential roads that run off Camp Road that are previously mentioned, there are number of additional side roads that will be constructed as the site continues to be built out. These include:

- Howard Road which currently runs north to south past the village green will be connect to the south of Camp Road in order to provide access to the Village Centre South;
- McGuire Road will connect to the northern side of Camp Road where it will provide access to the Village Centre North as well as the employment opportunities located here;
- Barratt Road will be constructed to serve the eastern part of the Bovis Homes development, to the north of Camp Road; and
- Altus Street and Schilling Street will be constructed to the south of Camp Road in order to serve Phase 9 of the development at the west of Heyford Park.

4.2.11 For context, the figure below illustrates the future roads which will be accessed via Camp Road within the site.

Figure 4-2 Future Roads



4.3 Pedestrian Provision

Existing Provision

- 4.3.1 Presently, the network of footways and footpaths around the site are limited by virtue of the sites' former use as an RAF base. Nevertheless, connectivity is provided via Camp Road which enables walking access from the application site towards Upper Heyford to the west, and to the east connecting the site to community and leisure facilities.
- 4.3.2 Camp Road dissects Heyford Park where contiguous footways are generally afforded on both sides of the road, typically measuring 2-metres in width. On the north side of Camp Road, the contiguous footway is interrupted by construction activities albeit the Developer has ensured continuity through temporary on-carriageway provision. Indeed, a 3-metre wide shared cycle/footway is currently under construction on the north side of the road.
- 4.3.3 A footpath runs adjacent to the south side of the road, between the Larsen Road junction and the Kirtlington Road junction where it is separated by verges, hedgerows and security fences in places.
- 4.3.4 Street lighting is provided along the extent of Camp Road allowing for safe pedestrian movement throughout residential areas of Heyford Park as well as the bus stops on Camp Road.
- 4.3.5 Although there are no controlled pedestrian crossing points on Camp Road, the road is lightly trafficked in relative terms, and dropped kerbs are provided at most crossing points, and support by an at-grade belisha beacon crossing is provided in the centre of the site on Camp Road.

Photograph 4-1 Zebra Crossing on Camp Road



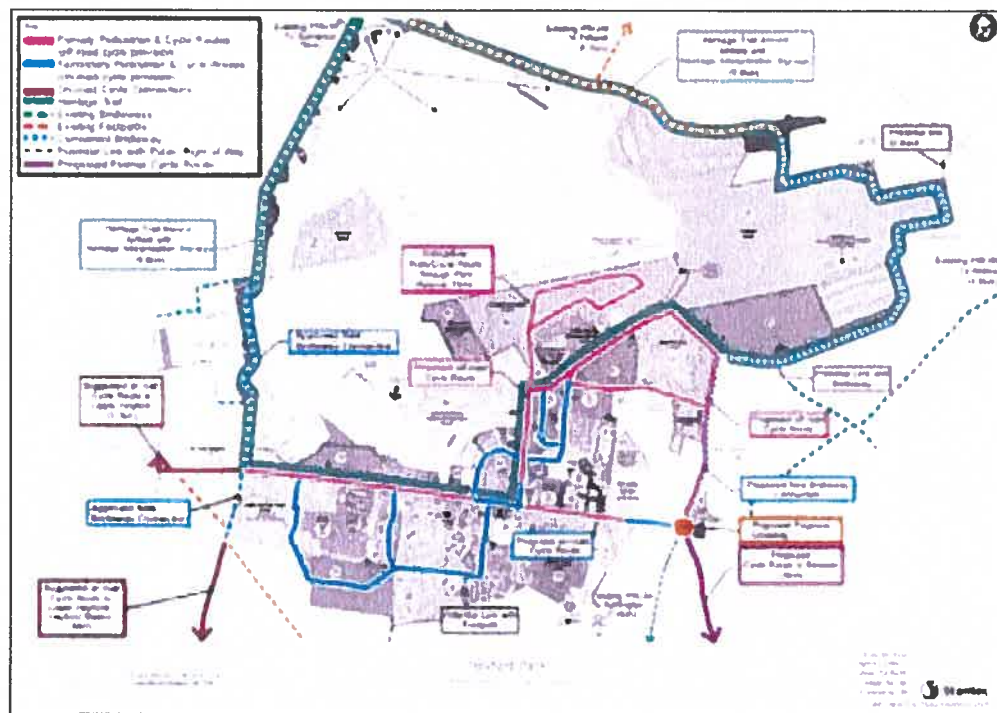
4.3.6 The above is complemented by a comprehensive network of existing public rights of way (PRoW) in the local area, including:

- Bridleways to the south and east of the site running on a southwest to northeast alignment linking to Caulcott in the south and Ardley to the northeast;
- Footpaths and bridleways to the northern perimeter connecting Fritwell and Somerton; and
- A network of footpaths and bridleways to the south and west of the site which links Caulcott in the south to Lower Heyford and Steeple Aston and Somerton in the north.

4.3.7 To the west of the site, there is a footpath on the north side of Camp Road between Kirtlington Road and Station Road. At the Camp Road / Somerton Road / Station Road junction in the village of Upper Heyford (some 1.6-kilometres away), the 0.5-metre footway runs north for approximately 60-metres and then switches to the west side of the road. The footway runs north through to the end of the village, providing access to The Barley Mow pub, however there are no footways on Somerton Road to the south of the junction.

- 4.3.8 Due to a lack of local facilities within and beyond Upper Heyford, it is unlikely that residents of Heyford Park will choose to travel via foot in this location, unless for leisure purposes in order to reach dedicated Public Rights of Way in the area.
- 4.3.9 The Figure below shows the current Public Rights of Way around the site, as well as those that are proposed.

Figure 4-3 Pedestrian and Cycle Connectivity Links

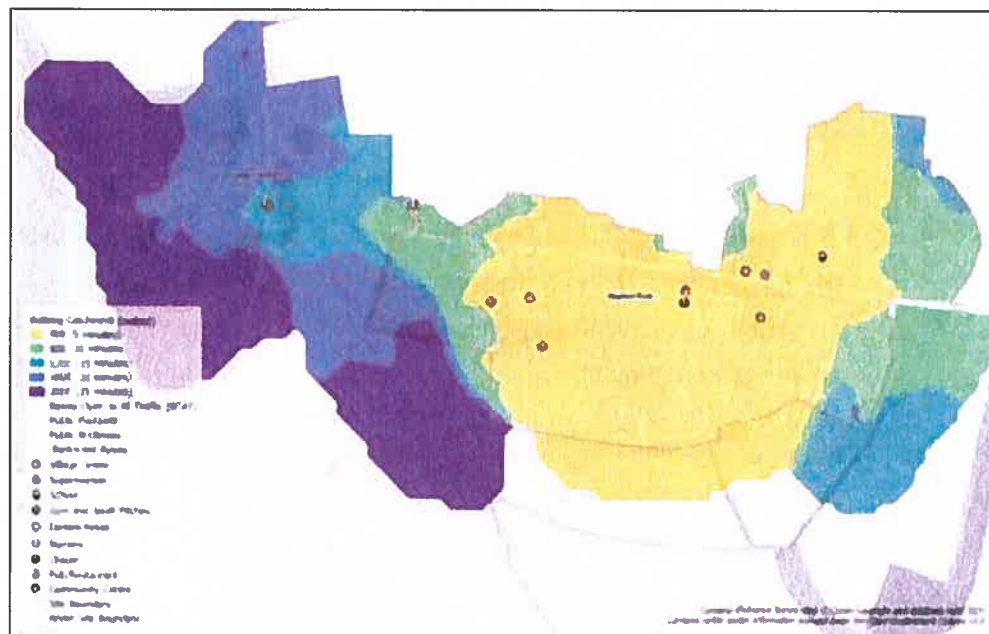


- 4.3.10 The National Planning Policy Framework (NPPF) does not define a catchment within which travel by foot is considered feasible and therefore the suggested maximum desirable walk distance of two kilometres advocated within the document entitled 'Guidelines for Providing for Journey on Foot' has been adopted.

- 4.3.11 Walking distances can vary between individuals depending on factors such as fitness and mobility, in addition to topography and infrastructure provision. However it is noted that Heyford Park is generally flat and therefore it is considered reasonable to expect the majority of residents to be able to access amenities towards the upper end of this threshold.
- 4.3.12 In this context, the current facilities and amenities that would be accessible within a reasonable walking distance from the centre of the site are listed below:
- Heyford Park Free School;
 - Heyford Smiles Dental Clinic;
 - Sainsbury's food store;
 - Gym located at Heyford Park School; and
 - The Barley Mow.
- 4.3.13 A number of major supermarkets such as Sainsbury's, Waitrose and Asda also provide an online shopping / home delivery service and can deliver to the site, reducing the need for residents to travel by car.
- 4.3.14 Guidance set out in the Department for Education and Skills (DfES) document 'Home to School Travel and transport Guidance' sets out statutory walking distances from home to school, which are as follows:
- Children under eight years of age - no more than 3.2 kilometres; and
 - Children eight years and over - no more than 4.8 kilometres.
- 4.3.15 Heyford Park Free (all-through) School is located within the application site and suitable walking routes available to ensure the entire development lies within a walkable distance of the school. The site is therefore considered to be suitably located to access local schools. The free school will be designated as the catchment school for mainstream education and will not qualify for free school travel.
- 4.3.16 On the basis of current and infrastructure provision, a GIS-based accessibility model has been created to indicate the geographical area that is accessible from the site based on the industry standard walk-threshold of two kilometres.

4.3.17 The area accessible by walking within two-kilometres is shown in the figure below and in full at [Appendix B](#):

Figure 4-4 - Walking Catchment



4.3.18 The above figure demonstrates that all public parts of Heyford Park can be accessed within a two-kilometre walking distance or 25-minutes assuming a walking pace of 4.8-kph.

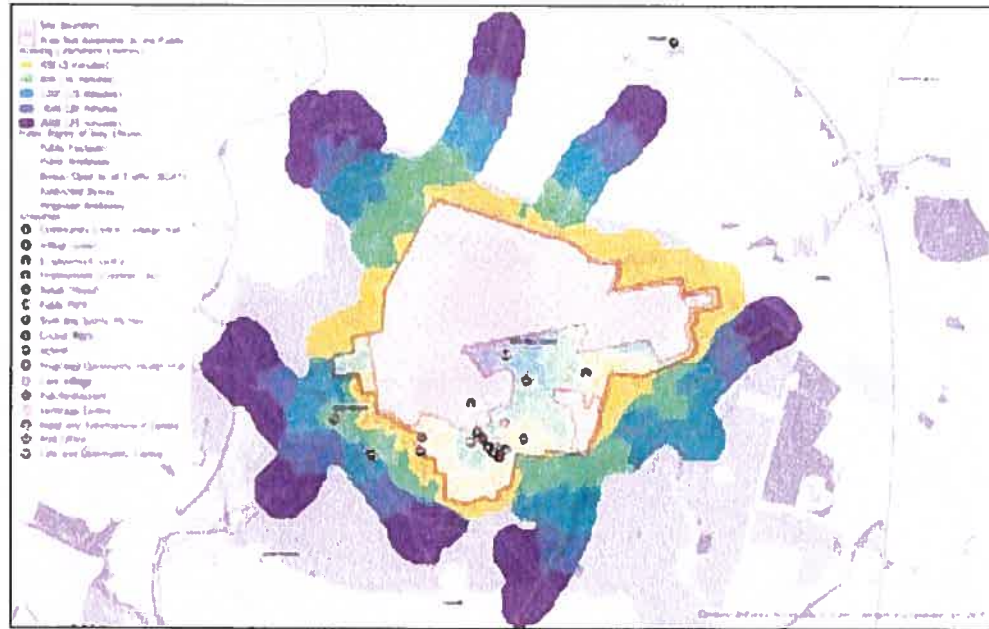
Future Provision

4.3.19 As part of the consented development at the site, some of the previously curtailed PRow that were closed when the site came into military use in 1915, will be reinstated / rerouted whilst other paths will be improved. [Figure 4.2](#) illustrates the plans for future footpaths within Heyford Park.

4.3.20 Key routes that will be reinstated include Aves Ditch, a bridleway to the east of the site, and Portway, a bridleway to the west, both running on a north to south alignment. Reinstating these routes will provide an opportunity to enhance surrounding routes.

- 4.3.21 Part of the consented 1,075 scheme also includes a 'Heritage Trail' which will be a circular traffic-free route around the Flying Field for both residents and visitors to enjoy and contributions have been made to connect up the surrounding footpaths and bridleways to the trail.
- 4.3.22 Allied to the above, all new housing will be connected to a network of pedestrian links that will penetrate residential areas in order to enable pedestrian movements to key facilities within the site.
- 4.3.23 There are a variety of consented and proposed local facilities at Heyford Park, including a range of food and non-food opportunities consented at the Village Centre both north and south of Camp Road. Once completed residents will be able to walk to these amenities from their home.
- 4.3.24 Some of the future facilities and amenities located within a two kilometres walking distance from the centre of the site are listed below:
- Sainsburys food store;
 - Pub/restaurant/deli;
 - Community centre; and
 - A boutique hotel with a bowling alley;
 - A medical centre;
 - Indoor sports provision;
 - Open space and observation tower; and
 - An outdoor sport park.
- 4.3.25 The area accessible by walking, within 2-kilometres, along with some of the facilities and amenities that can be accessed within this catchment in the future year is shown in the Figure below and in full at [Appendix B](#).

Figure 4-5 Future Year Walking Catchment



- 4.3.26 The above Figure illustrates that the entirety of the site will be accessed within a two-kilometre walking distance or 25-minutes assuming a walking pace of 4.8-kph.
- 4.3.27 Indeed, once completed the site will have a large range of facilities, amenities and employment opportunities, which will allow for an increase in the internalisation of trips, as well as a rise in walking trips.

4.4 Cycling Provision

Existing Provision

- 4.4.1 Within the site itself, there is a 3-metre shared cycle/footway in place on the south side of Camp Road between Larson Road and Wellington Road, as well as between Izzard Road and Dacey Drive.
- 4.4.2 There are no dedicated cycle facilities located within the immediate vicinity of the site. However, local roads are lightly trafficked and are of a suitable geometry to allow informal cycling to occur alongside traffic without detriment to safety.

4.4.3 Strava is a GPS-based software used by cyclists to record their journeys. The Strava Heat Map (extracted below) demonstrates that the roads around the site are regularly used by cyclists. Strava data shows 'heat' on routes that are frequently used by cyclists, where red indicates more frequent use and blue represents less frequent usage. It is acknowledged that not all cyclists are logging their rides on Strava, but the map below provides a representative indication that regular cycling movements are made on number of roads surrounding the site.

Figure 4-6 - Strava Heat Map

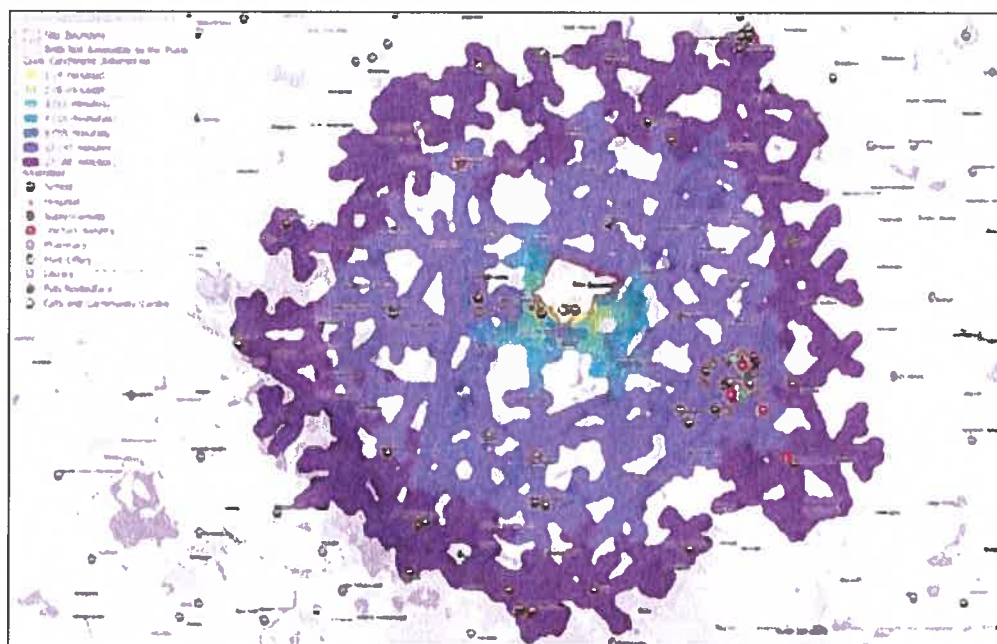


4.4.4 Allied to the above, personal injury accident data for roads around the site have been obtained by Oxfordshire County Council which confirm that such activity has not resulted in any unacceptable safety risks. Further detail is shown at [Section 4.7](#) of this report.

4.4.5 The National Travel Survey 2018 (Table NTS0303) indicates that an average cycle trip is currently 3.3-miles (5.3-kilometres) and that the average distances travelled has steadily increased since 2002. As such, a maximum desirable distance of 5-kilometres has been adopted, which is considered to be feasible for most of the population.

- 4.4.6 However, it should be noted there will always be part of the population that have a natural propensity to cycle and will therefore be willing and able to travel further by bike. Indeed, the Local Transport Note 1/04 Policy, Planning and Design for Walking and Cycling (DfT, 2004) indicates that "journeys up to three times [the average distance] are not uncommon for regular commuters"² and accepted the "fitness and physical ability, journey purpose...and conditions" were relevant factors.
- 4.4.7 Consequently, it is reasonable to conclude cycle trips up 16.8-kilometres would be considered, journey distances between 5-kilometres and 12-kilometres would be acceptable, and those less than 5-kilometres would be desirable.
- 4.4.8 The catchment area within 17-kilometres cycling distance of the site is shown in the below figure and to scale at [Appendix B](#).

Figure 4-7 - Current Year Cycling Catchment



4.4.9 The above figure illustrates the application of a 17-kilometre cycling distance threshold to the application site which indicates the potential for residents to travel across Heyford Park and the surrounding villages including Lower Heyford, Ardley, Caulcott and Somerton. Bicester City Centre can be also accessed by bike approximately 9-kilometres east of the site, a journey time of around 35-minutes, assuming an average cycle pace of 15-kph.

Future Provision

4.4.10 Aforementioned, proposals comprise additional and improved Public Rights of Way around the site, including a number of new off-road cycle routes, shown in [Figure 4.2](#).

4.4.11 The forthcoming provision mentioned above will allow residents to cycle throughout the site for leisure purposes.

4.4.12 The developer is currently in discussion to provide a cycle route running between the site and Bicester along the highway network. Between Heyford and Middleton Stoney the cycleway will be provided on the carriageway with advisory cycle lanes, however from Middleton Stoney it will be provided as an off carriageway, traffic-free route for cyclists to travel into the centre of Bicester.

4.4.13 In consideration of the above, the application site is located where access by bicycle is a realistic alternative to car travel for a sizeable number of commuter journeys, particularly those with a destination in Bicester and such trips would be encouraged by the potential new cycle route and thus allow for a shift away from single occupancy vehicles.

4.5 Bus Provision

Existing Provision

4.5.1 It is accepted that public transport comprises two principal aspects:

1. Access to public transport which is concerned with how far the development is from the public transport network and the level of service on that network; and

2. Access by public transport which takes account of where the services go and the opportunities to access amenities located within the catchment areas served.

4.5.2 In the case of the first criterion, there are three sets of bus stops on Camp Road. The nearest stop to existing dwellings is adjacent to the Heyford Park Free School, and the second is adjacent to Dacey Drive. Many of the existing dwellings are located within the maximum desirable distance of 400-metres identified in the Institute of Highways and Transportation (IHT) and are therefore acceptable. However, as Heyford Park continues to develop, additional stops around the site will be needed to ensure future residents will be situated within a reasonable distance to public transport.

4.5.3 Currently these stops are served by the number 250 service, which runs between Bicester and Oxford via Heyford Park approximately every hour. The table below provides a summary of buses serving these stops.

Table 4-1 Bus Services from Upper Heyford, adjacent to Heyford Park Free School

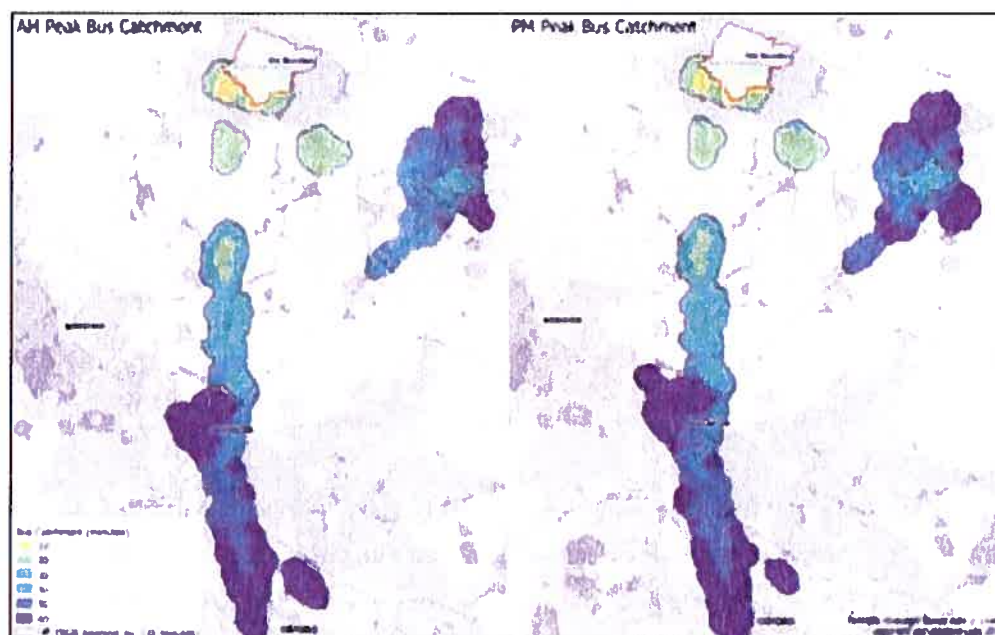
Service	Route	Weekday			Saturday	Sunday
		Start	Freq. (mins)	End	Freq. (mins)	Freq. (mins)
250	Bicester - Heyford - Oxford	0541	60	1953	60	-
	Oxford - Heyford - Bicester	0608	60	2018	60	-

4.5.4 Whilst the table demonstrates that buses offer a viable alternative to car journeys for some residents and visitors associated with the development site, the frequency is likely to be a constraint to patronage increases amongst commuters, particularly if there is not the requisite reliability in journey times and punctuality. Hence, it is considered that the opportunities to travel by bus are limited.

4.5.5 Further information relating to local bus services in the area can be accessed via the Hallmark website (www.hallmarkbus.co.uk).

- 4.5.6 Notwithstanding, an accessibility model has been created to identify the geographical catchment that is accessible within a 60-minute intermodal travel time, i.e. walk>bus>walk. This reflects the maximum commute time that is considered to be reasonable, particularly for those residents that are on the lower incomes that may be willing to travel longer distances for employment. Whilst the Department for Transport Journey Time Statistics (2017) identifies the average trip time in the south east to be circa 35-minutes, it also recognises that “residents of more rural areas tend to commute further than those in urban areas”.
- 4.5.7 The catchment areas for the bus services during the AM and PM peak are shown below in [Figure 4.8](#) and to scale at [Appendix B](#):

Figure 4-8 - Current Year Bus AM / PM Catchments



- 4.5.8 The figures above demonstrate that during the weekday AM and PM peak periods, a range of destinations are accessible by bus from the Heyford Park Free School bus stop, located within 400-metres walking distance of the site. These destinations include the centres of Oxford and Bicester.
- 4.5.9 Residents can therefore travel to these locations by bus for employment, education and leisure purposes. Allied to the above, those that live in Bicester or Oxford and work within Heyford Park would be able to travel to work via bus.

Future Provision

- 4.5.10 The masterplan includes proposals for a new bus route to serve the development, which will include new bus stops that will be placed in strategic locations throughout the site to ensure that the vast majority of all dwellings will be situated within 400-metres of a bus stop.
- 4.5.11 Allied to the above, the existing 250 service between Oxford and Bicester is due to cease when the contract runs out. The developer is currently holding discussions to instead implement a 15-minute bus service that will run from Bicester to Heyford Park, loop through the site and then return to Bicester. This likely to be introduced in phases from hourly, to half hourly, to every 20-minutes and then finally the 15-minute service. Early discussions also include the possibility to operate a Heyford Park 'branded' bus providing a direct link to Bicester Village Train Station. It is hoped that this shall instil a sense of community between residents.
- 4.5.12 This increased frequency service will be accommodated at the expense of the existing service to Oxford and, whilst this would reduce the geographical catchment accessible by bus, it is acknowledged that the reliability of journey times and frequency in the Oxford service is limiting patronage levels and resulting in an economically unviable service. By investing more heavily in a high frequency service to Bicester however, where journey times and punctuality are less of an issue, and where a significant proportion of residents are known to work (refer to Section 5) it is considered that there would be a significant opportunity for bus patronage levels to increase.
- 4.5.13 It should also be noted that travel to Oxford by public transport will still be a viable option for residents when the 250 route to Oxford is dropped. Indeed, a total journey time of around 45-minutes is achievable to Oxford via bus to the centre of Bicester, and then onward train travel from Bicester Village Station to Oxford Station.

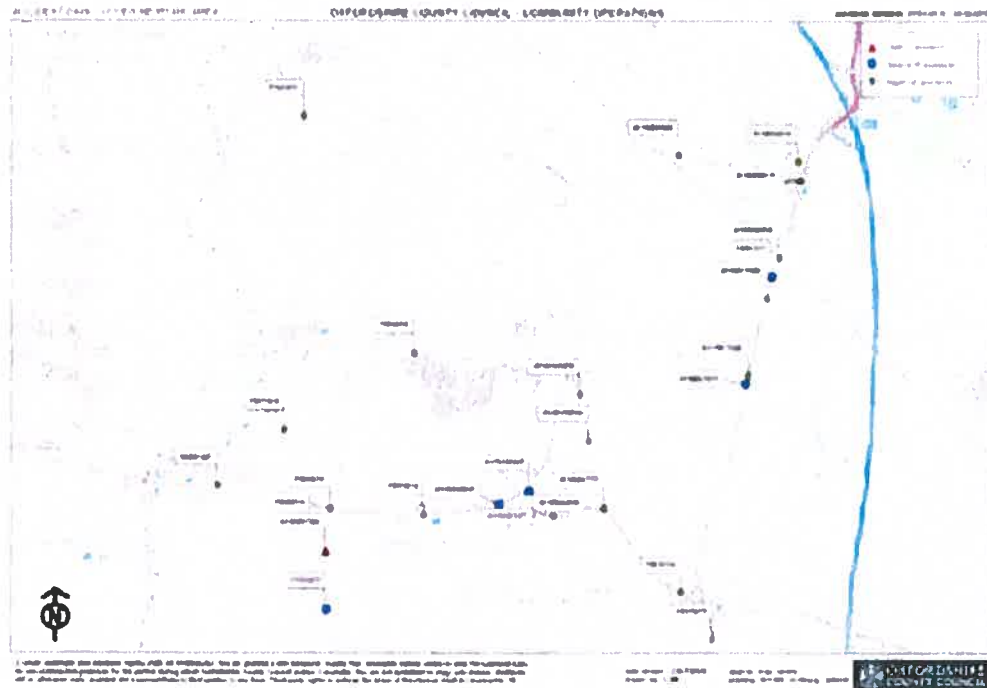
4.6 Rail Provision

- 4.6.1 Bicester Village and Bicester North railway stations are located some 9.0 and 9.6-kilometres to the southeast of the site. Bicester village can be accessed via the No. 250 bus from Camp Road which stops on Middleton Stoney Road in Bicester some 600-metres or a 7-minute walk from the station after a 15-minute journey from Heyford Park.
- 4.6.2 Bicester Village is served by half-hourly services between London Marylebone and Oxford. Direct services to London Marylebone have a journey time of around 45-55 minutes whilst the journey time to Oxford is around 15-20 minutes.
- 4.6.3 Oxford Railway Station is located some 23-kilometres to the south of the site.
- 4.6.4 Railway Stations located in Oxford and Bicester are accessible by bus or cycle if required. The stations are served by direct trains to a range of local, regional and national destinations including Reading, Stratford-upon-Avon, London, Birmingham and Manchester.
- 4.6.5 Heyford Railway Station is located 4-kilometres away in Lower Heyford and would be accessible by bike. Four sheltered cycle storage spaces covered by CCTV are provided at the station in addition to 28 pay and display parking spaces.
- 4.6.6 The station is situated on the Cherwell Valley Line which runs between Banbury and Didcot Parkway. The station is served by around 12 trains per day to Didcot Parkway, via Oxford which have journey time of around 35-minutes. Approximately 12 direct trains per day to Banbury with a journey time of 14-minutes.

4.7 Highway Safety Risks

- 4.7.1 Accident data has been obtained from Oxfordshire County Council for the most recent five-year period available: 2015 to 2019 inclusive. The data indicates that within this period, one 'slight' personal injury accident (PIAs) involving one car occurred on Camp Road, as illustrated in the below Figure.
- 4.7.2 All accidents that occurred within the vicinity of the site are shown on the figure below:

Figure 4-9 Accident Data



4.8 Conclusions

- 4.8.1 Future residents will have the opportunity to walk, cycle or use public transport facilities to travel to and from the site for employment, health, leisure and retail purposes located within Heyford Park and beyond.
- 4.8.2 It is therefore concluded that future residents of the site are afforded the opportunity to use non-car modes of travel as genuine alternatives. As such, it is anticipated that trips by car associated with the users of the proposed redevelopment have the opportunity to be minimised.
- 4.8.3 The Travel Plan will therefore serve to maximise the awareness of the opportunities to travel by non-car modes.

5. TRAVEL SURVEY

5.1 Introduction

- 5.1.1 The Developer is fully committed to promoting sustainable travel through Travel Plan measures, initiatives, and influencing travel behaviour of residents at the Heyford Park site.
- 5.1.2 In order to understand both the existing and also determine the likely future behaviour of all baseline modal shares and the effectiveness of the range of initiatives implemented as part of the plan to assist the non-car travel experience, detailed and regular surveys of travel behaviour will be required.
- 5.1.3 Detailed and regular surveys of travel behaviour will be required and as such, this section of the Plan will be updated to reflect the results of future travel surveys.
- 5.1.4 MY Mode Choice has received confirmation from the Upper Heyford BCA site to use results of their Employee Travel to Work Survey to help form targets and initiatives for commercial areas of the site. This Travel Plan uses the BCA data as a proxy for all employment uses on the site, until such as time further survey work can be undertaken. The Travel Plan Coordinator will be responsible to adapt the plans and measures according to the results of the individual occupiers' travel survey results. Further analysis of the BCA data is presented in the Workplace Travel Plan for Paragon Fleet Solutions Ltd (BCA), issued in March 2020.

5.2 Conducting the Residential Travel Survey

- 5.2.1 An initial Travel Survey was undertaken over a ten-day period from Friday 28th February 2020 to understand the existing and likely future travel behaviour of all residents. It is noted that this survey was undertaken over three weeks before any COVID-19 restrictions were introduced, however, the emerging virus may have had a minor impact on travel behaviour. A copy of the Travel Survey Questionnaire and Results are available at [Appendix C](#).

- 5.2.2 The Travel Survey was designed to reflect Oxfordshire County Council's Travel Plan guidance and contained questions based on existing travel behaviour and factors that influenced their current situations, as well as opportunities that may encourage both existing and future residents to consider alternative modes.
- 5.2.3 Analysis of the results have been used to form an initial baseline modal split and identify future Travel Plan initiatives that will encourage residents to use more sustainable modes of travel.
- 5.2.4 The overall strategy of questioning, delivery and incentives has been assessed in consultation with the Local Planning Authority and their travel plan representative, in line with overall guidance in Oxford County Council Transport Policies document 'Transport for New Developments, Transport Assessments and Travel Plans' (2014). This strategy will be reviewed bi-annually, prior to undertaking future studies.

5.3 Response Rate

- 5.3.1 Door-to-door surveys were undertaken across three days from 28th February whereby all occupied properties were visited. In some instances, face-to-face contact wasn't possible, or residents suggested that they didn't have time to complete the survey at that moment. In these instances, leaflets were posted to the properties, giving them a weblink to the survey to complete in their own time (via a secure third-party online website to enable 'live' monitoring of response rates). Allied to this, the online weblink was distributed through the Residents Association for a further week after the door-to-door surveys in order to maximise response rates.
- 5.3.2 At the time of the survey there are approximately 800 properties that were occupied at the Heyford Park site. The survey was completed by 299 residents representing a response rate of around 37.4%. This is considered to be an above average response rate and therefore provides a degree of robustness in the analysis of the data, and the conclusions drawn from it.

5.4 Correcting Data Errors

- 5.4.1 To ensure a robust assessment, the raw dataset of responses was cleaned. By doing so allow the small number of erroneous responses, which may have affected the robustness of the results, to be identified and either excluded or amended to the appropriate response.
- 5.4.2 For example, a number of errors were identified, primarily to answers within the categories where respondents were able to provide 'other' non-standard answers. Many of the errors were easily corrected manually. In this way, if someone had suggested more speed bumps would encourage them to walk, their response would be included in 'slower speed limits,' for simplicity. Additional comments made by the respondents that deemed unrelated to the question were also removed.
- 5.4.3 In addition to the above, a number of respondents provided work postcode locations that were either incomplete, could not be identified on a postcode database, or only provided the town or city they worked in. In these instances, an indicative full postcode was assumed as a proxy, based on a valid postcode within their immediate search area. When only the town was provided, one valid postcode per town/city was given. For example, if a respondent stated 'Bicester' as their place of work', they were given the postcode 'OX26 5HA.'
- 5.4.4 By assessing the responses, it is considered likely that some respondents may have failed to understand or read correctly some questions. In particular, for the question "What is your main mode of travel for work? (main mode means the mode which you travel furthest on during your journey)." In some cases, respondents detailed each of their mode selections across their whole journey rather than just the primary mode. For example, some train users also stated that they walked and drove as their main travel mode. In these cases, all trips were included within the assessment. Removing these train trips and retaining car as the main mode would result in very few train trips being identified within the assessment.
- 5.4.5 For subsequent surveys it may be suitable to include options such as 'Drive, Train, Walk' as this may prevent different mode choices from being unintentionally grouped together and may better represent the modes used by resident.

5.4.6 Allied to the above, some respondents may have interpreted 'Car Share as Driver' to include members of the same household. For instance, 7 residents that said that they travelled to work via this mode, had an additional stop off to school or nursery. In this instance, it has been assumed that these respondents have not correctly understood the term 'car sharing' and so have instead been placed in the 'drive alone' category in order to maintain a robust assessment.

5.5 Resident Profile

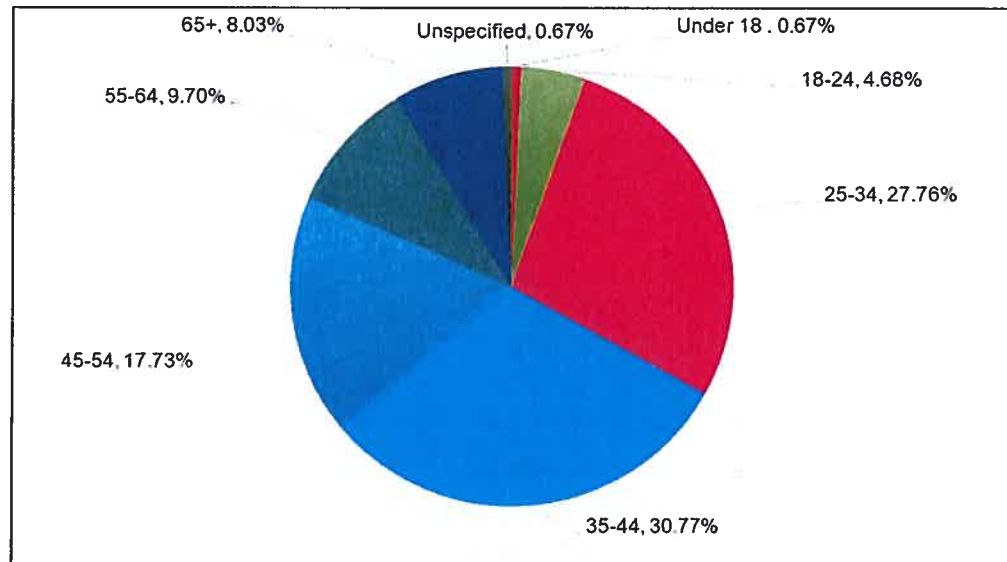
Demographics

5.5.1 A key factor in determining accurate peak hour travel is to ascertain whether a large enough proportion of those survey will be travelling within the peak hour window. Hence, three questions were included within the survey to ascertain any factors that may impact on the travel patterns of residents: namely, the age, employment status and the time at which participants typically commute to work.

5.5.2 Further, factors that may also affect a participant's choice of mode were considered, such as: the number of cars/vans owned by a household, the tenure of the particular household, any other trips a person may need to make on their way to work and finally the distance between their home and work locations.

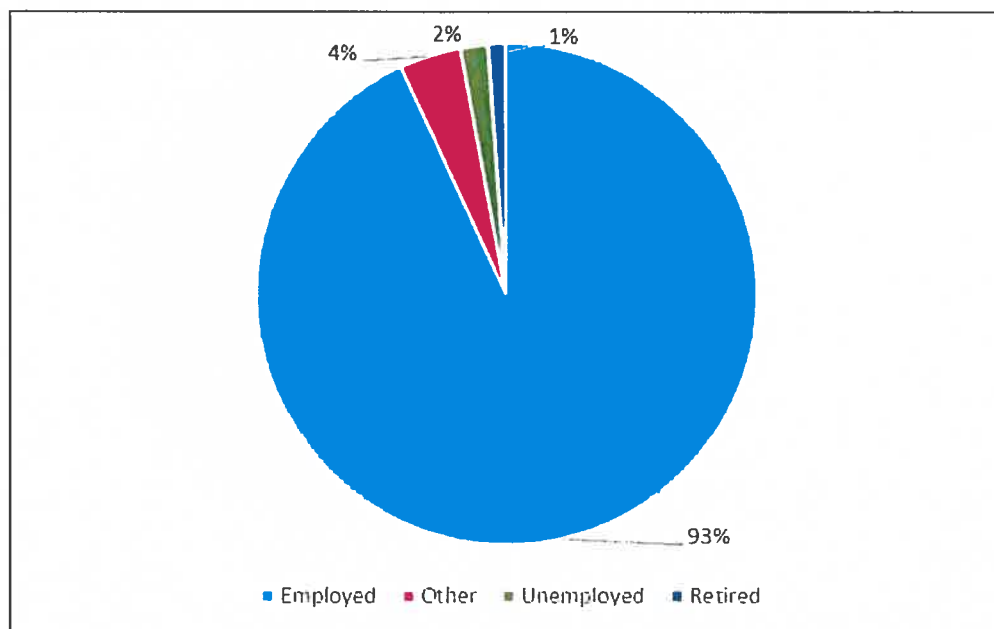
5.5.3 As the Figure below demonstrates, the majority of participants are around working age, with over 90% of participants falling between the ages of 18-65 and further to this, 75% of respondents fall with the age range of 25-54 years old.

Figure 5-1 Age of Residents



- 5.5.4 This is positive in terms of assessing the impact of traffic to and from Heyford Park on the local network during peak hours, as it is likely that the majority of people within this age range will be in employment in some form.
- 5.5.5 Indeed, this is evidenced by the survey results, which show that of those aged between 18 and 64, 93.1% of people were in some form of employment, with 1.8% of the people unemployed, and a further 1.1% were retired. The figure below shows the number of people who were aged between 18 and 64 (90.6% of all respondents as shown on Figure 5.1), and their employment status.

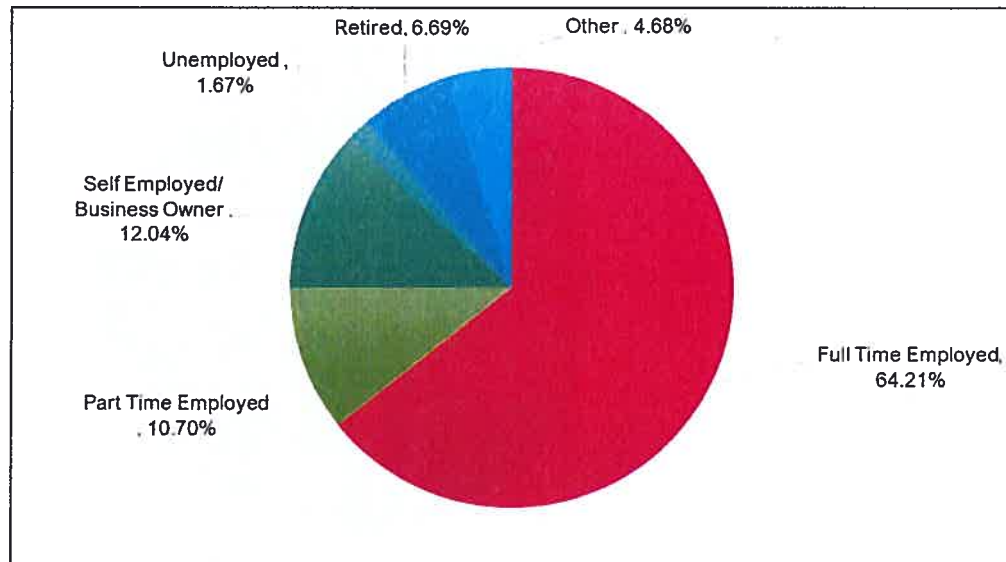
Figure 5-2 Employment Status of 18-64 Year Olds



5.5.6 However, it is good for the balance of assessing the impacts of the Heyford Park development on shopping and leisure, to have respondents outside of this range. Even though this is the main area of assessment, having people from outside this age range still gives rise to highlighting more general issues causing an increase in the number of car trips leaving the Heyford Park development.

5.5.7 As, Figure 5.2 illustrates, the majority of all residents (64.21%) are in full time employment, with a further 10.70% in part time employment. Meaning that a majority of survey respondents are likely to regularly travel during peak hour periods which will help assess the impacts of the development on peak hours

Figure 5-3 Employment Status

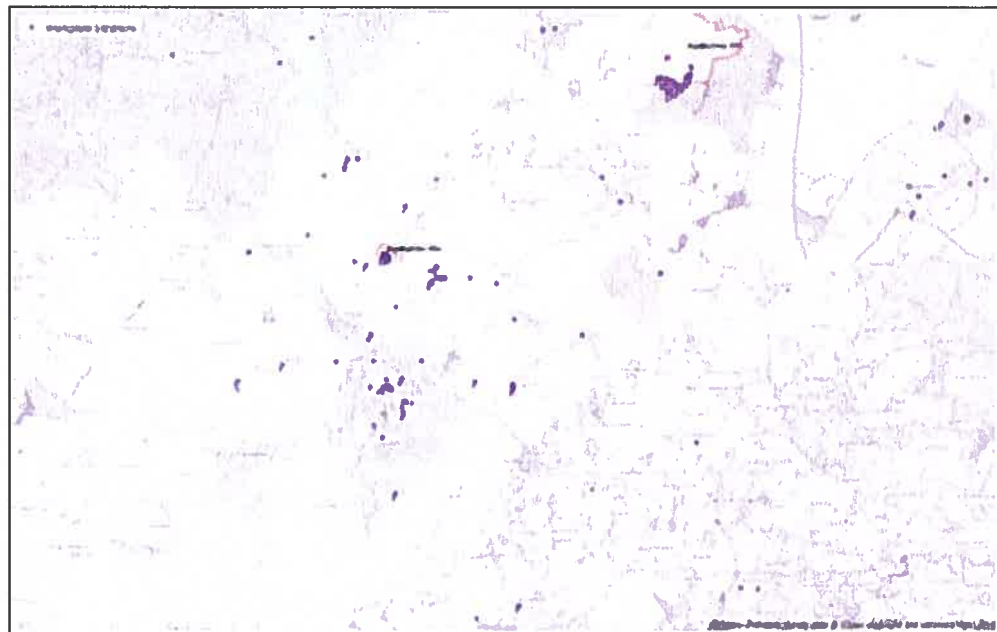


- 5.5.8 It is noteworthy to mention that 6.2 % of residents at Heyford Park, both self-employed and employed, worked from home for all or at least some part of the week, which is shown in later analysis of residents’ travel behaviour at [Section 5.6](#) As such demonstrating a shift towards reducing the number of work journeys made.
- 5.5.9 Allied to the above, in light of the current outbreak of COVID-19, most people are expected to work from home where possible. It is likely that, as a result of this existing situation, we will begin to see an upward trend in home working as more companies see the benefits it can create for themselves. Indeed, the numbers of home workers at Heyford Park is likely to increase over the next few years.
- 5.5.10 Therefore, proposals to include work space in the Village Centre would benefit both existing and future residents, and may encourage others to work remotely from their office more often if they are now not already doing so.

Resident's Daily Commute

5.5.11 As part of the Travel Survey, the postcode or location of each respondent was collected for each respondent in order to determine where people most travelled and can understand where travel plan initiatives would most be receipted. The Figure below provides a plot of residents' work location in relation to the site. It is shown to scale at Appendix D.

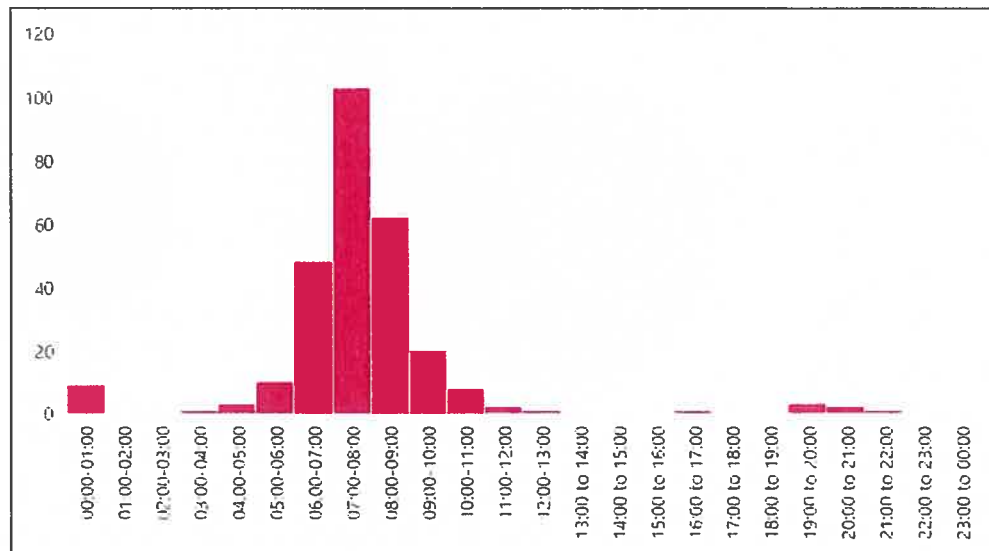
Figure 5-4 Work Location Plan



5.5.12 A significant cluster of respondents work in Bicester, which is around 5 miles from the site. Outside of this, a small clusters of survey respondents work in various towns and cities surrounding the site. Figure 5.4 shows how the respondents are quite dispersed throughout Oxfordshire.

- 5.5.13 However, the Figure above also demonstrates that clusters exist in both Bicester and Oxford where the current bus services from the site operate between. However, it should be noted that there are plans to cease the operation of the service to Oxford. Indeed, the existing route to Bicester has a journey time 20 minutes, which is well below the average journey time in the south east, which has been identified earlier to be approximately 35-minutes, according to the Department for Transport.
- 5.5.14 Better dissemination of the above facts, alongside correct timetable and route information may encourage the use of this mode. Indeed, the promotion of the use of bus through incentives such as taster tickets may boost this mode share.
- 5.5.15 If improvements to timetables could be made, alongside the above, then it is anticipated that there would be an increase in travel by bus, as later analysis in this report finds that the existing bus timetable to be a main barrier to bus travel. This measure is something that would need to be discussed further with OCC and the relevant bus companies.
- 5.5.16 It is noteworthy to mention that a number of people (7 respondents, as shown on [Figure 5.4](#) and to scale at [Appendix D](#)) said they worked within the site, at BCA. For these people it is clear that walking or cycling to work would be a viable option. Indeed, the introduction of measures such as bike hire schemes and bike maintenance/cycle events may encourage those who work within a closer proximity to cycle to work.
- 5.5.17 Respondents were also asked to detail their usual departure times the first time they leave their homes in the morning to establish the peak traffic demand from the site and help form the Travel Plan initiatives. The survey found that the majority of people (77.7%) left their homes between 06:00 and 09:00hr and is shown on the figure below. These travel times are expected as they align with traditional peak travel times. Allied to this, the majority of people are travelling at times when public transport frequencies are at their greatest meaning that bus may represent a viable mode for at least some people.

Figure 5-5 Resident Usual Departure Times

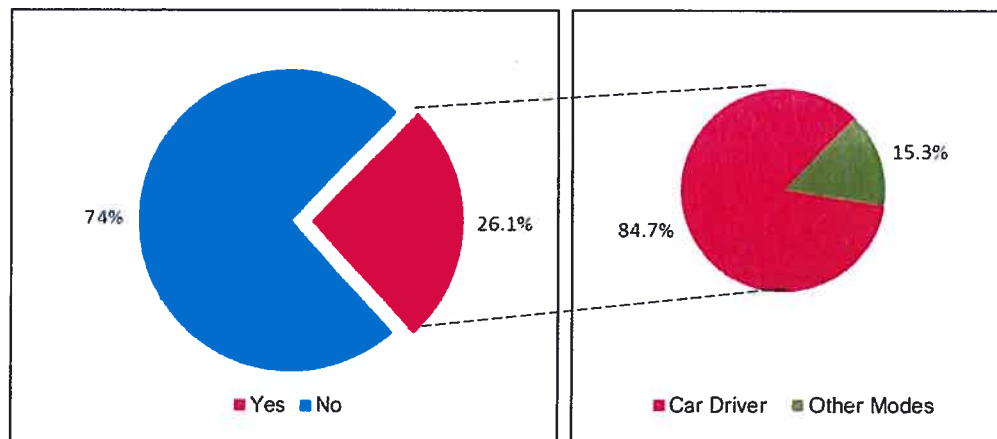


5.5.18 In order to assess whether there was a possibility for residents to use more sustainable modes of travel respondents were asked whether they had any additional stops to and from work. Approximately 26.1 % of respondents noted that they an extra stop on their way, with most of these being the school run or nursey drop offs. So, although it may not be possible for these people to choose a more sustainable mode of travel to work, they are already combining multiple journeys into one.

5.5.19 The majority of those of those who said that they had an additional stop noted that they were a car driver (86%) rather than used sustainable modes to get to work. It likely that most of these respondents will therefore continue to travel by car due to the commitments they have in the morning or evening. Indeed, it is accepted that around 22.1% (number of car drivers that have an additional stop) of the total mode share would remain as a car driver, regardless of sustainable travel initiatives.

5.5.20 The figure below illustrates the percentage of those who had an additional stop and of those that said yes, the percentage that drove to work.

Figure 5-6 Residents with Additional Stops on their Journey



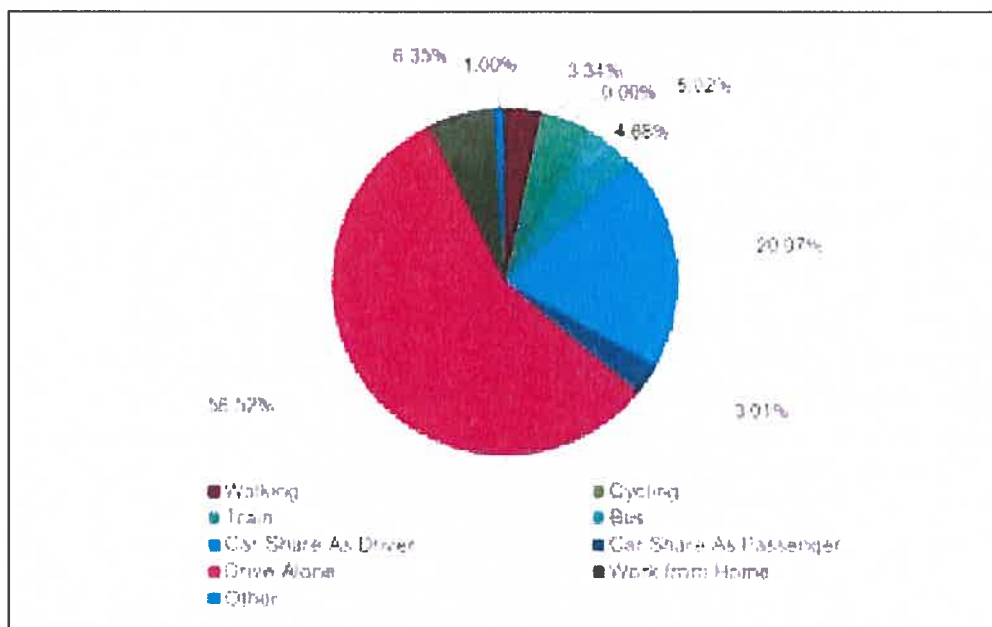
5.6 Existing Travel Behaviour

Mode Share

5.6.1 Residents were asked about their usual mode choice and any external factors or barriers that influenced these travel behaviours.

5.6.2 The mode share for travel to work is shown in the Figure below. It can be seen that car travel accounts for the majority of trips (79.62%), either alone, or with someone else.

Figure 5-7 Resident Mode Share for Travel to Work



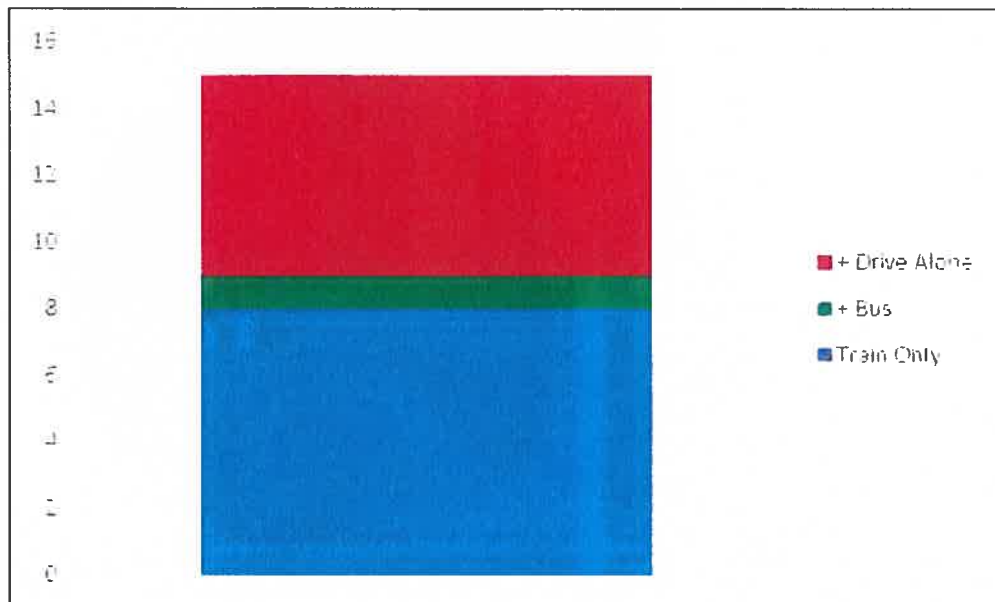
5.6.3 The current non-car mode share for residents at Heyford Park appears to be higher than previously anticipated, which is a good foundation for the site to reach the target mode share set out at Section 7. comparison with the 2011 Census Travel to Work from the MSOA: Cherwell 010 (E02005930), shown in the table below, illustrates that the survey results align with existing data, and have begun to reduce single occupancy use, as well as increase in home working. Aforementioned, an upward trend in home working in the future is likely and will benefit from measures targeted at this.

Table 5-1 2011 Travel to Work Mode Share Comparison

Mode of Transport	2020 Survey Mode Share	2011 Travel to Work (MSOA, Cherwell D10) Mode Share
Car Driver	76.6%	79.7%
Car Share Passenger	3.0%	4.5%
Bus	4.7%	3.3%
Train	5.0%	5.3%
Walk	3.3%	5.0%
Cycle	0.0%	1.2%
Other	1.0%	1.0%
Work from Home	6.4%	0.0%
Total	100.0%	100.0%

- 5.6.4 Although 56.52% of respondents travelled to work via single occupancy vehicle (Figure 5.7), it should be noted that an additional 23.1% already car share as either a passenger or driver. The fact that car sharing currently exists means that there is potential to increase this mode share further through Travel Plan initiatives. Especially as over 65% of those surveyed noted that they would be receptive to car sharing, to varying degrees, which is discussed further in Figure 5.23 of this report.
- 5.6.5 Results shown in Figure 5.7 above also found that public transport including the bus and train was used as the main mode of for some trips to work and accounted for 9.7% (train=5.02% + bus=4.68%) of all trips to work.
- 5.6.6 Although the baseline survey looks at how residents travel on the longest part of their journey, it is important that secondary modes will be used in some situations. For example, when looking at train travel, residents must travel on the local highway network by another mode before getting the train. Although most respondents only noted their primary mode, some included a secondary mode too, and was the case for a number of residents who travel by train.
- 5.6.7 The figure below illustrates that 40% of respondents whose primary travel by train also drove alone, and 6.7% also took the bus. The remaining respondents did not note how they travelled to the station; however, the results suggest those travelling by train are likely to also impact onto the highway network. Thus, it is imperative that initiatives are also targeted at those travelling via train.

Figure 5-8 Number of Residents Travelling via Train

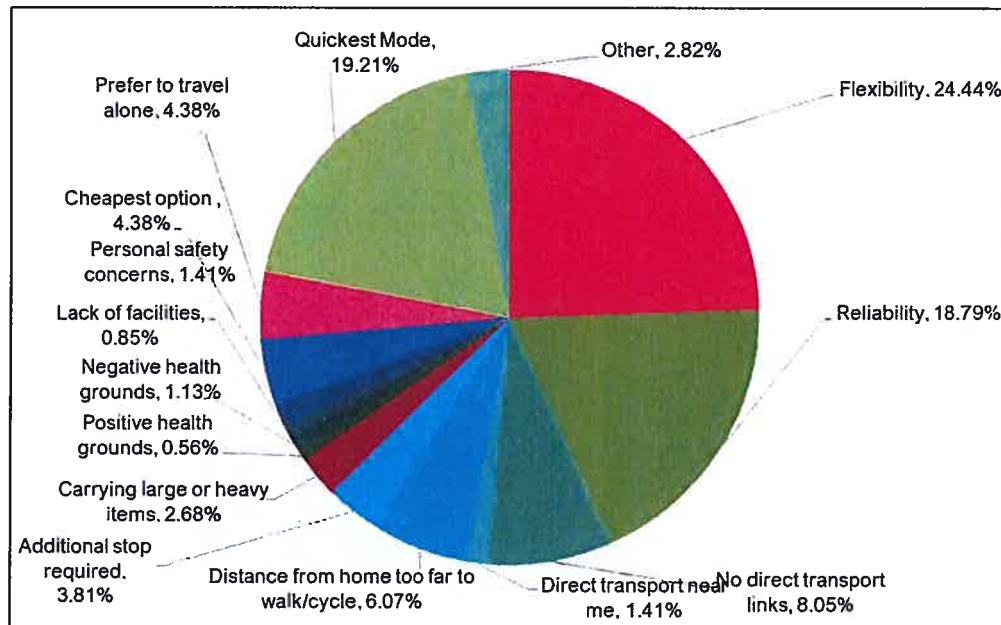


5.6.8 Although a large proportion of the population work in Bicester, which is within a reasonable distance for residents to cycle, none of those that were surveyed stated that they cycled to work. Section 5.6 explores the barriers that existing residents face in regard to cycling.

5.6.9 Respondents were asked to identify up to three reasons, that influenced the way they travel. Figure 5.7 below provides a visual representation of the responses. In summary it shows that:

- The majority of people stated that the main reasons for driving to the site was purely for ease, and that it's the quickest, most reliable and flexible way to travel.
- Many people thought that their home location created barriers which prevented them from choosing a more sustainable mode and so driving was seen as the only option.
- Around 21% of people that felt that there was no direct public transport near them and 15% thought that the distance between work and home was too great to walk or cycle.

Figure 5-9 Reasons for Choosing Main Mode



5.7 Current Restrictions on Mode Choice

5.7.1 Further to asking respondents to state their reasons for choosing their main mode of travel, respondents were also asked to identify any "mode barriers", that would prevent them from being able to travel using certain modes, if they did not already use a given mode of transportation. Respondents were asked to identify up to three barriers for each mode. The results for walking, cycling and public transport are detailed below.

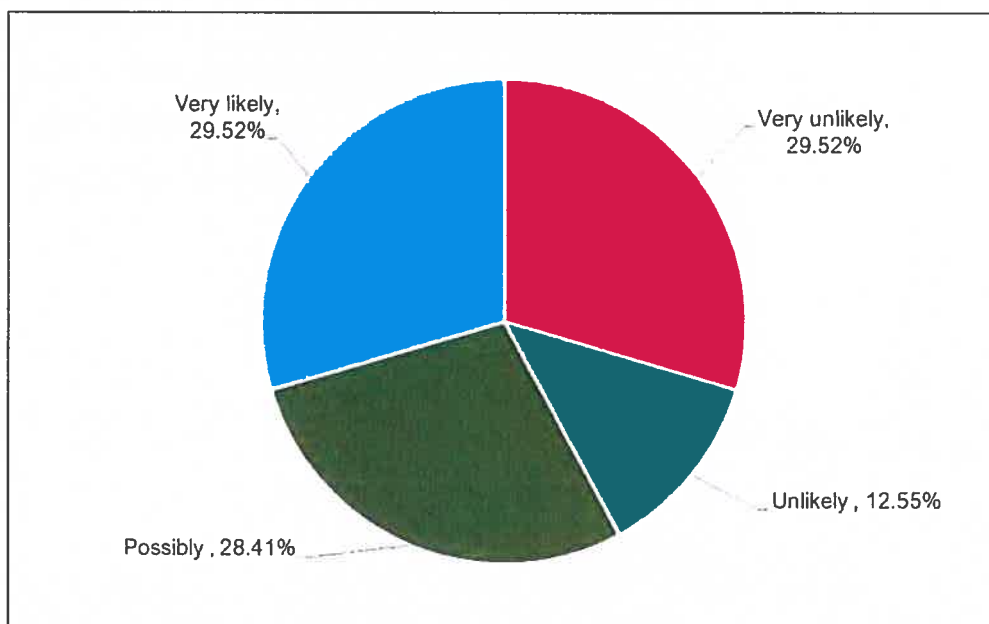
5.7.2 Alongside this, respondents were also asked how receptive they would be to using each of the above modes of travel. This enables us to gauge the general interest in each mode, with all mode barriers negated.

Walking

5.7.3 As Figure 5-7 identifies, only 3.58% of survey respondents walk to work, which is highly indicative of issues which prevent the majority of respondents from being capable of walking to work, however this may be due to the more physical nature of the mode of travel.

5.7.4 Ascertaining the general receptivity of respondents to walking as a mode of choice will show whether respondents are not walking to work due to mode restrictions or whether a lack of receptivity to walking is restricting the number of survey respondents walking to work. The Figure below identifies the receptivity of respondents to walking.

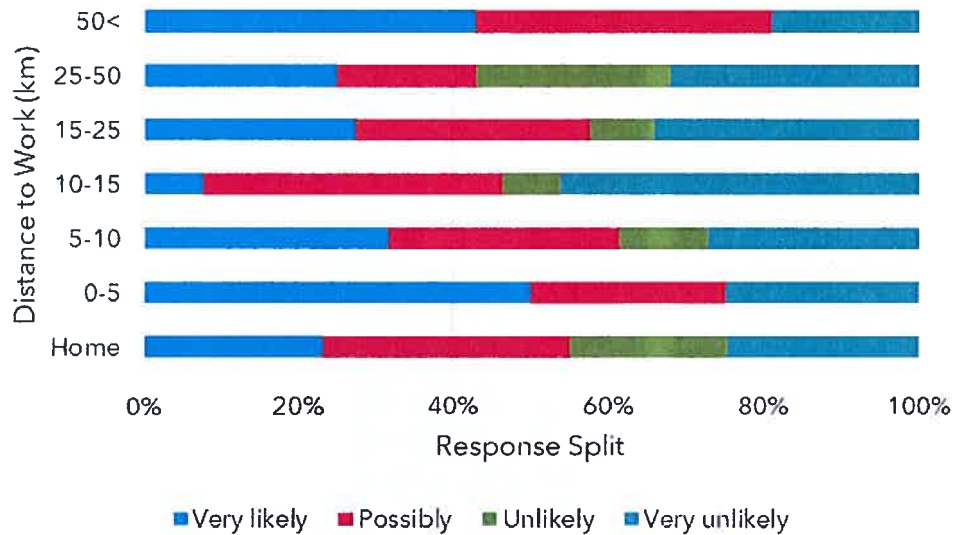
Figure 5-10 Receptivity to Walking



5.7.5 As Figure 5-10 demonstrates, over 57% of the population are at least open to the idea of walking, with 29.52% of respondents stating that they would be very likely to walk. This demonstrates that the real reason people must be reluctant to walk is due to mode barrier.

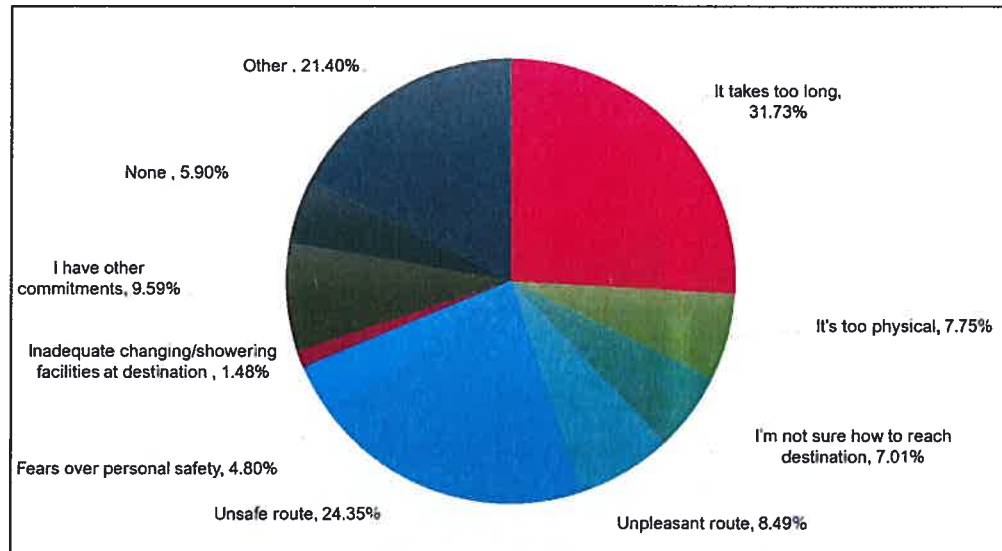
5.7.6 When cross-tabulating the receptivity to walk data with distance to work data, it is evident that many residents living within 5 kilometres of their workplace are very likely receptive to walking. However, the analysis also showed that amongst those who travelled furthest distances (to London) the receptivity to walking were very high as well. It is noteworthy that the question did not specify walk to work journeys, so these answers may reflect a receptivity to walking in general, or as a part of your journey (to and from train station and workplace etc.).

Figure 5-11 Receptivity to Walking by Distance to Work



5.7.7 Figure 5-12 details the distribution of each of the issues that prevent respondents in Heyford Park from walking to work.

Figure 5-12 Barriers to Walking



5.7.8 As the above figure demonstrates, the most common reasons for not wanting to walk to work are that it takes too long to get to work and people feel as though their route to work is too unsafe.

5.7.9 Hence, the only real way to ensure more people walk to work would be to internalise employment at the site and encourage home working.

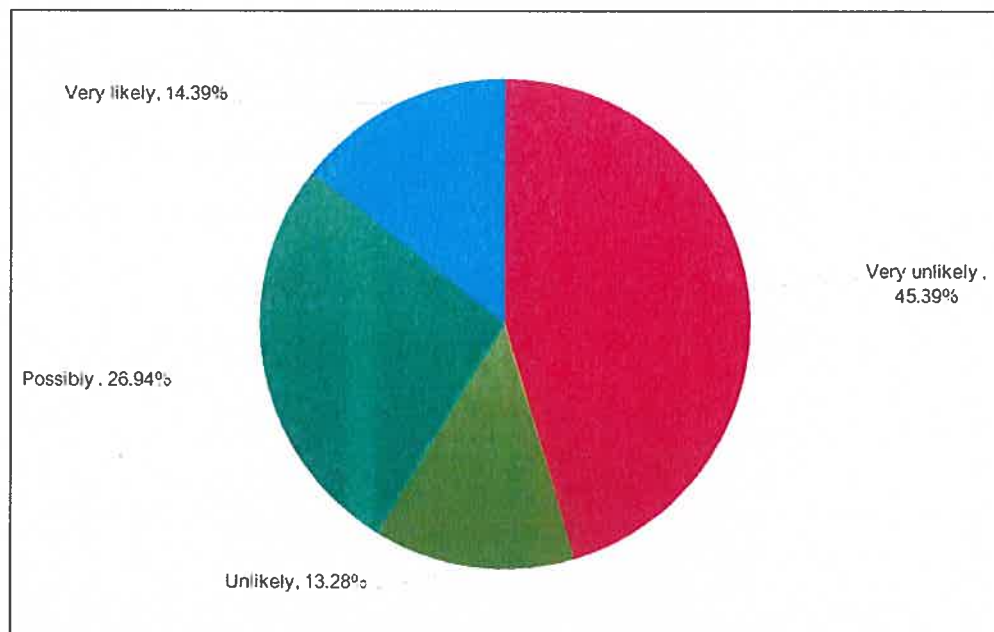
5.7.10 Allied to the above, 21.1% of people responded to this question with 'other', and the majority of these mentioned that there were no facilities within walking distance, namely the Sainsburys supermarket which was not yet open at the time of the survey.

Cycling

5.7.11 Figure 5.13 demonstrates that cycling is a similarly unpopular mode of travel amongst the survey respondents; with none of the respondents using cycling as their main mode of travel to work.

5.7.12 This contrasts to the results for receptivity to cycling, in which over 40% of respondents claim that they would possibly or very likely travel by bike if possible. The results are shown below.

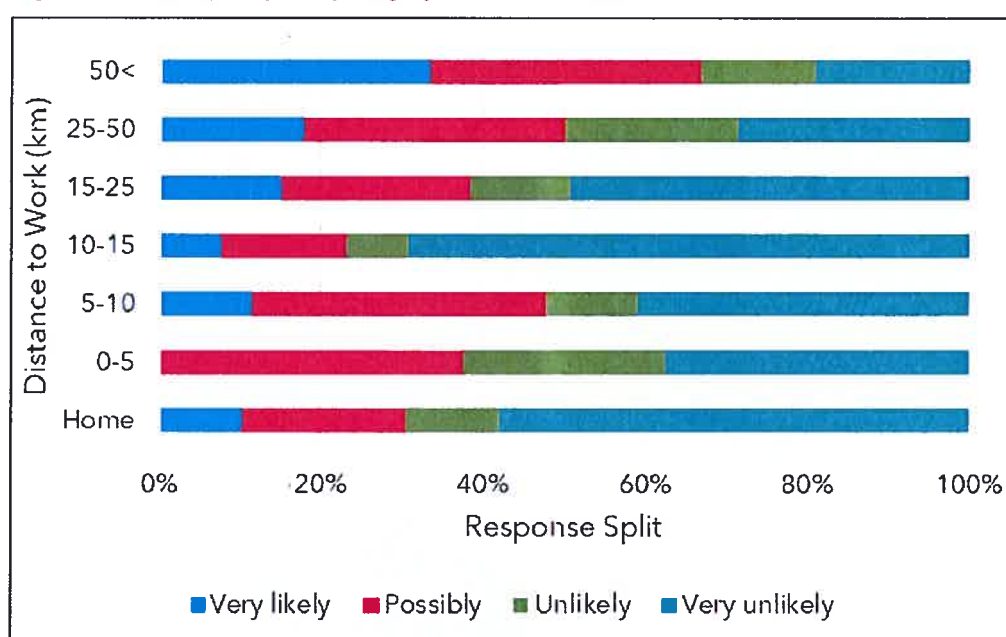
Figure 5-13 Receptivity to Cycling



5.7.13 As the Figure 5-13 demonstrates, a proportion of people are receptive to cycling, with more than 14% of people stating that they would be very keen to cycle, if possible. This indicates that there are further issues preventing the residents of Heyford Park from cycling to and from work.

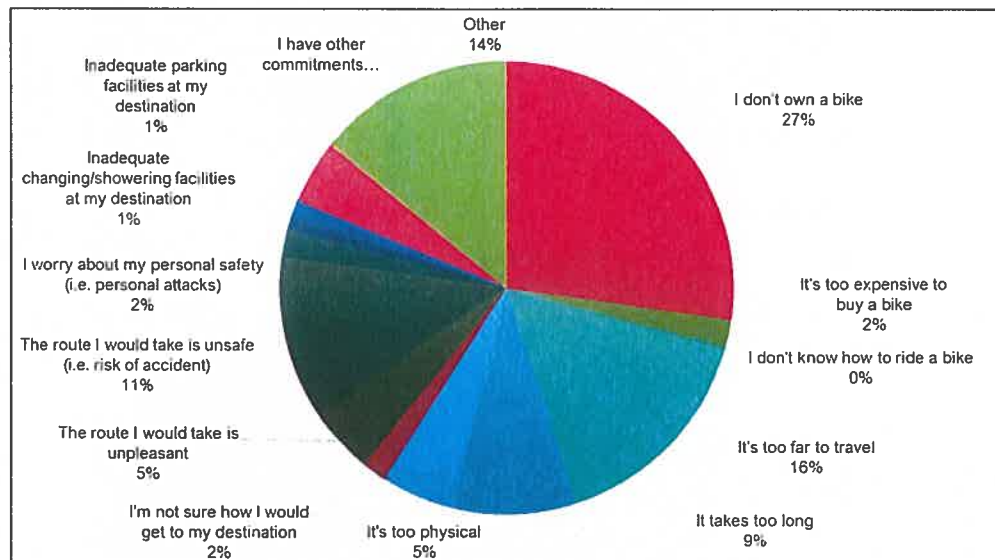
5.7.14 Cross-tabulation of the receptivity to cycle data and distance to work data, shown in Figure 5-14, indicates that the respondents' workplace location had little impact on their perception of cycling. Similar to the walking analysis, the group travelling furthest were the most receptive to cycling, but this may indicate a general openness to travel by bike in general, and not necessarily as a mode of transport to work.

Figure 5-14 Receptivity to Cycling by Distance to Work



5.7.15 To analyse the reasons for this, respondents were asked to identify their top three reasons for not cycling. The results are shown in Figure 5-15

Figure 5-15 Barriers to Cycling



5.7.16 As Figure 5-15 identifies, the biggest factors attributing to the residents of Heyford Park not cycling to work are that the residents do not own bikes, it is too far to cycle, and the route is considered to be unsafe.

5.7.17 As with the recorded barriers to walking, cycling is limited for the residents of Heyford Park due to the unsafe nature of the roads surrounding the site and the lack of direct routes to Bicester. In order to combat barriers relating to road safety, the developer is working with the Local Authority to improve cycle connectivity between Heyford and Bicester.

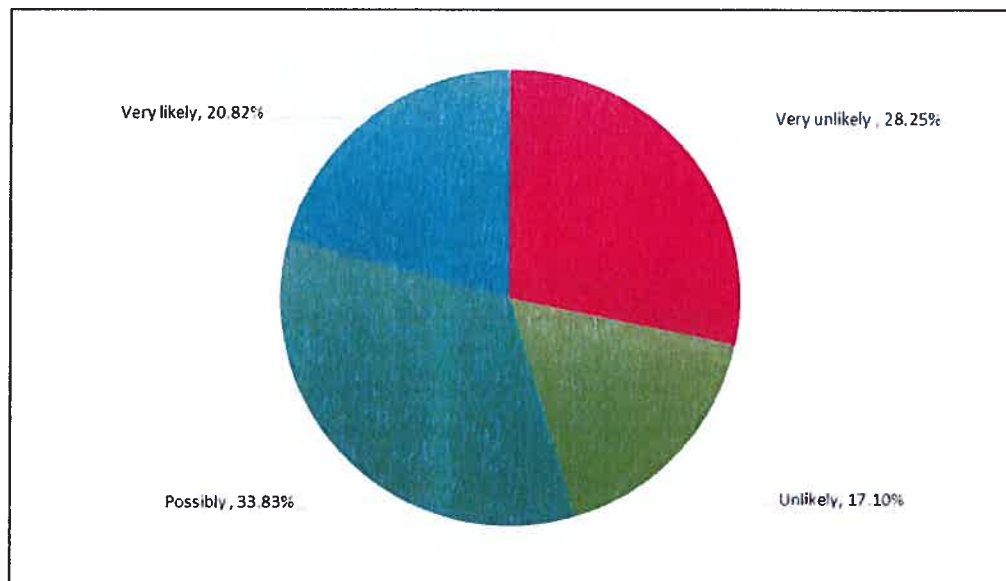
5.7.18 Residents appear to perceive cycling as unviable due to distances being too far to travel, however the centre of Bicester could be reached within 30-minutes via bike. The Travel Plan can seek to address these perceptions by improving awareness of cycle distances and times throughout various communication and marketing. Full details of marketing and communications is included at Section 9.

5.7.19 Schemes that would help reduce the cost of bikes could improve this situation. As could introducing more industry to the site itself so that people would not need to travel to Bicester frequently for work.

Public Transport

5.7.20 Figure 5-7 demonstrates that less than 10% of people use public transport as their main mode of transport to work. The Figure below shows how receptive people are to using public transport.

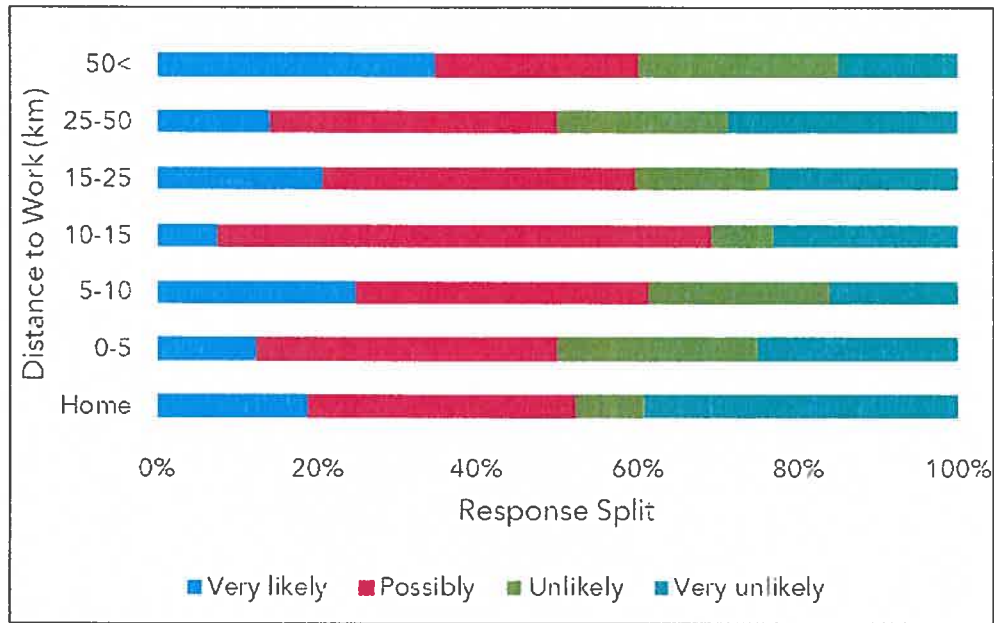
Figure 5-16 Receptivity to Using Public Transport



5.7.21 As Figure 5-16 demonstrates, over 55% of survey respondents are receptive to public transport, making the 10% of survey respondents who do use public transport seem comparatively very low. Consequently, it is considered likely that external factors must be influencing peoples' decision to not use public transport.

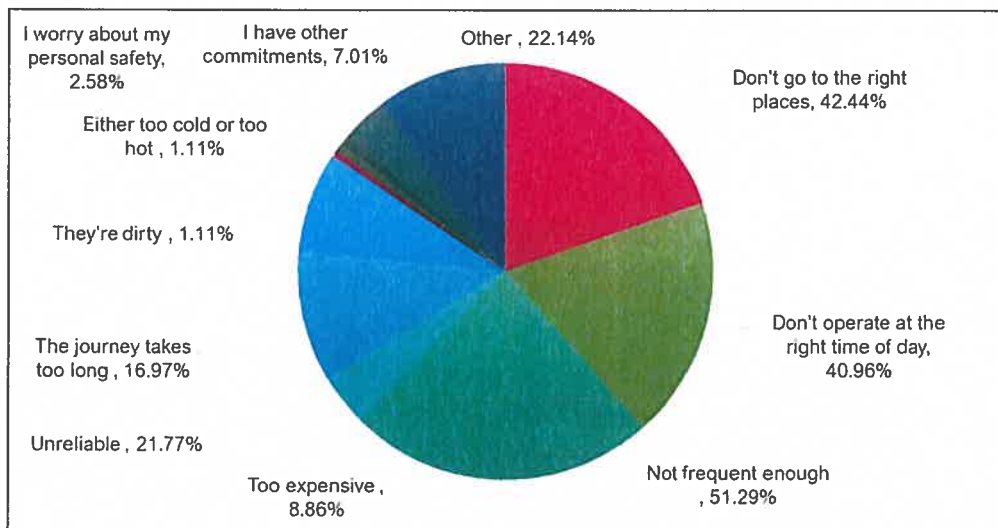
5.7.22 Cross-tabulation of the receptivity to using public transport data and workplace travel distance, shown in Figure 5-17, presents an even receptivity of public transport use regardless of distance travelled.

Figure 5-17 Receptivity to Using Public Transport by Distance to Work



5.7.23 Figure 5-18 demonstrates some of the contributing factors that may be limiting the uptake of bus usage amongst residents.

Figure 5-18 Barriers to Public Transport



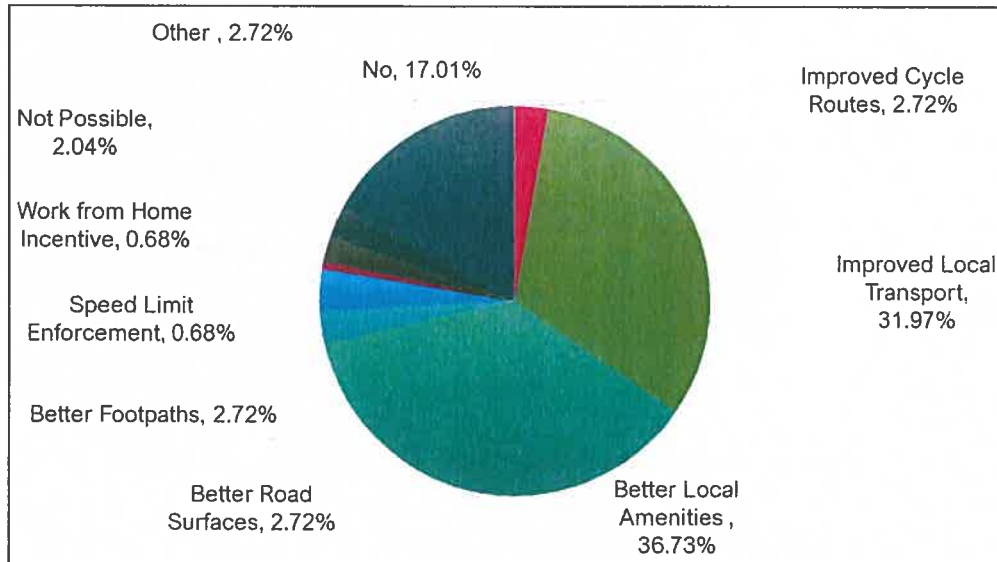
5.7.24 Hence, the main reasons for not travelling by public transport amongst survey respondents are; the services are not frequent enough, the services do not operate at the right time of day and the services do not go to the right places.

- 5.7.25 Many comments at the end of the survey highlight that bus and trains in the area are not frequent enough.
- 5.7.26 This suggests that improving the frequency of bus services is pivotal in reducing the dependency on cars for residents in Heyford Park. This seems to correlate with the issues described previously at Section 4 and the rationale for focusing on a high frequency service to a single destination.

5.8 Identification of Travel Plan Initiatives

- 5.8.1 As part of the Travel Survey residents were asked to identify changes or initiatives that would encourage them to choose the following sustainable modes of travel and similarly were asked to what extent they would be receptive to travelling by each mode:
- Walking;
 - Cycling;
 - Public Transport; and
 - Car Sharing.
- 5.8.2 Firstly, the Figure below sets out the most important factors that residents felt would reduce single car dependency which will help indicate which measures would be more receptive. Indeed, it demonstrates that better local amenities and improved local transport were most important to them.

Figure 5-19 Factors to Reduce Car Dependence



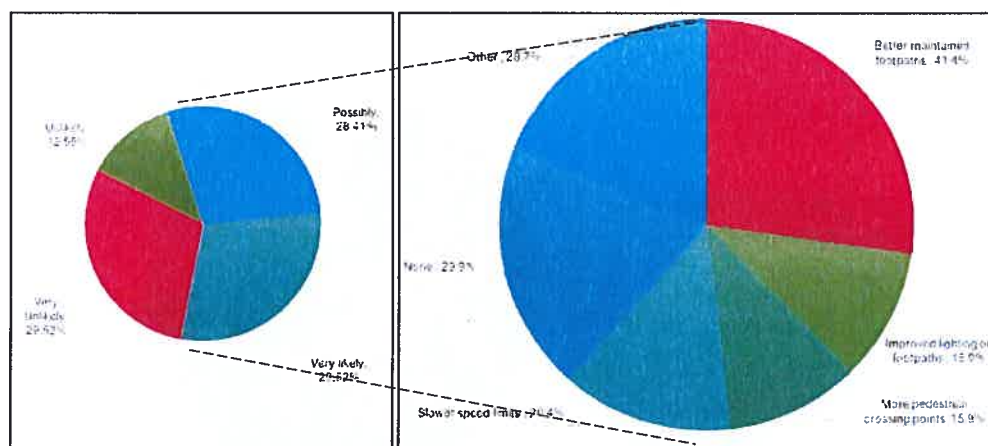
5.8.3 Residents were asked to choose up three changes, if any, that would most encourage them to use each mode of transport. For the purpose of analysis, a summary of the results is presented in following Figures.

5.8.4 In order to properly understand how people would respond to different travel plan initiatives, the data of those who would be receptive to each mode has been analysed. It is those respondents who would be most likely to make a change in travel behaviour and so analysing their needs specially is of value. By doing so removes the results of people who are unlikely change their current mode choice.

Walking

5.8.5 The figure below shows that 58% of respondents said that they would be receptive to walking should it be possible, and it goes onto illustrate how this proportion of people responded to walking initiatives.

Figure 5-20 Changes to Encourage Walking to Those Who Are Receptive to It

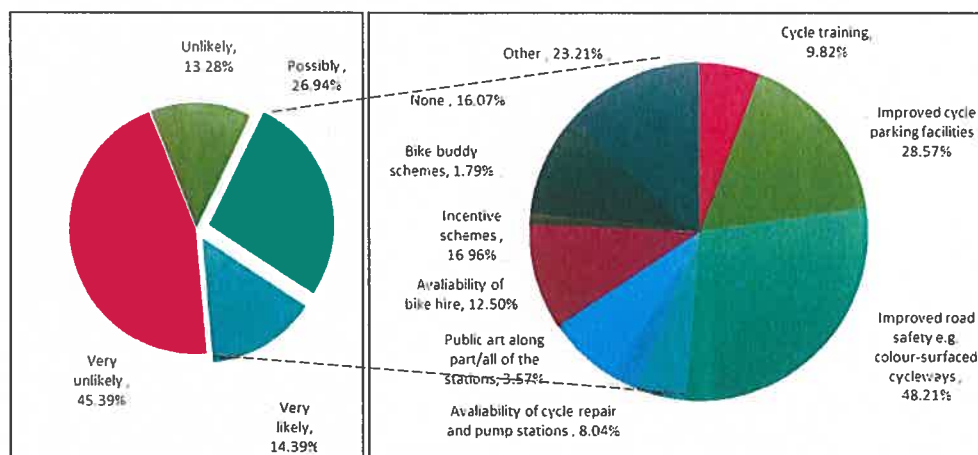


- 5.8.6 'Better maintained footpaths' was the most popular initiative that residents felt would encourage them to walk.
- 5.8.7 28.7% people answered with 'other' and most of these went on to specify that they would be encouraged to walk more if there were more amenities and facilities within walking distance. This suggests that there is a general willingness to reduce the number of trips made by car in favour of walking and there will be an increase of internal trips made on foot as the site continues to develop.
- 5.8.8 It is anticipated that, once the Village Centre is completed and opened, a proportion of some trips for shopping or leisure purposes for example, will be carried out on foot as opposed to in the car - or where car may be used this may be undertaken as part of a chained trip. Indeed, once final wearing courses have been put down on the roads around, alongside additional walking routes around Heyford Park as the site develops, it will make for a more appealing atmosphere for residents to make these journeys via non-car modes.

Cycling

- 5.8.9 In terms of cycling, the most popular initiatives for the residents that were receptive to this mode, include increased road safety such as cycle lanes and street lights, as well as more cycle changing facilities and lockers at work and secure cycle parking facilities. The results are shown on the Figure below.

Figure 5-21 Changes to Encourage Cycling to Those Who Are Receptive to It



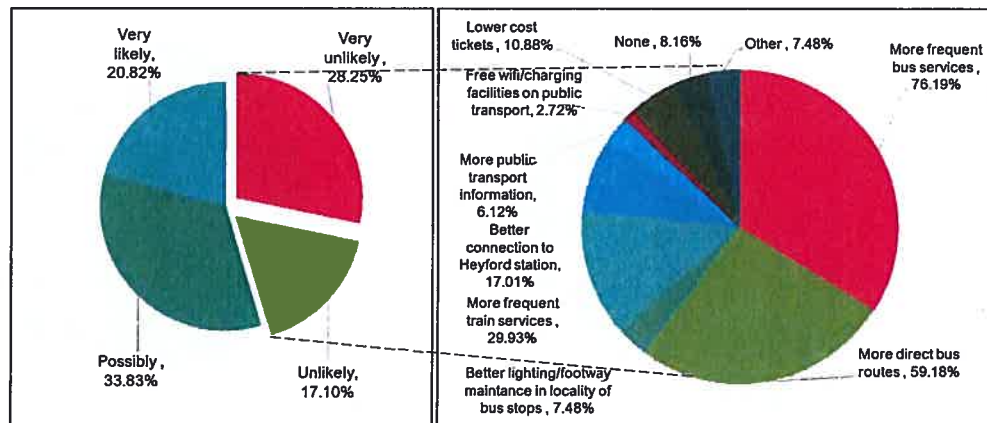
5.8.10 The results also show that 23.2% of people chose the non-standard 'other' response with most of these mentioning dedicated cycle paths as they would provide a safer and more enjoyable route in the vicinity of the site.

5.8.11 The improvement of road safety and the implementation of dedicated cycleways is an external initiative and would need to be co-ordinated with Dorchester and implemented by the Local Authority. However as mentioned earlier, these discussions are underway to improve cycle connectivity between Bicester and Heyford which should improve residents' perceptions of road safety in terms of cycling.

Public Transport

5.8.12 As mentioned earlier, residents were highly receptive to using public transport, however felt that significant changes were needed before they could shift to this travel mode. The most popular initiatives include more frequent bus services, quicker and direct bus routes.

Figure 5-22 Changes to Encourage Travel by Public Transport to Those Who Are Receptive to It



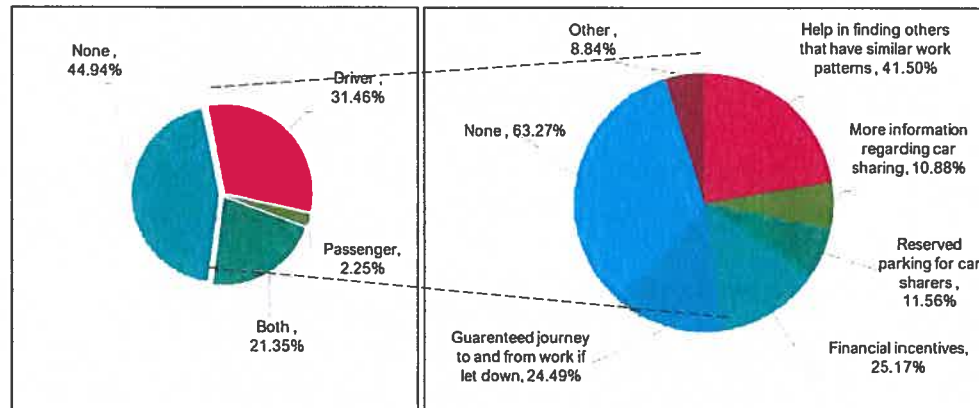
5.8.13 Some of these initiatives would need to be discussed with local bus companies and cost of implementation would be considered against the relative benefit they offer. However, discussions have already begun to start operating a more frequent bus service between the village and Bicester after the funding for the existing service ceases. It is likely to be phased from an hourly service to every 15-minutes. Further information on these initiatives is provided in [Section 9](#).

Car Sharing

5.8.14 In terms of car sharing, approximately 45% of existing residents would be prepared to car share, with 31.5% of total respondents being happy to be the driver, and 21.4% happy to drive or be the passenger.

5.8.15 The most popular initiative relating to car sharing related to having help in finding car share partners, although all initiatives returned positive results. All initiatives will be explored and considered within Section 5.

Figure 5-23 Changes to Encourage Car Sharing to Those Who Are Receptive to It



5.8.17 Allied to the above, a further 9.2% of people choose ‘other’ and detailed further information on their views on car sharing. For example some said that they would want to know the other person on a personal level, and several others saying that it would not be suitable to car share for journeys to and from work but would be prepared to do it for other journeys such as shopping. These results show that there is a genuine opportunity for the TPC to work with the local community at Heyford Park in order to promote car sharing as a key initiative to further reduce the level of car use at the site.

5.8.18 The results illustrate that a willingness to car share exists and with the correct tools and information, there is potential to shift away from single occupancy vehicles. Indeed, it is concluded that a dedicated website would be useful and will be explored fully at [Section 9](#) of this report.

5.8.19 As identified in [Figure 5.5](#) the many people leave Heyford Park within a similar timeframe demonstrates that there is potential for car sharing for some of the population for a variety of trips. Indeed, further discussion of car sharing is needed and explored at [Section 9](#).

5.9 Summary

- 5.9.1 Results obtained from the Travel Survey have allowed comprehensive analysis of existing and future travel behaviour to be undertaken.
- 5.9.2 Results show high level of single occupancy car mode share. However, it is clear that residents' perceptions of travel do not necessarily match their potential travel options.
- 5.9.3 Therefore, the above analysis has concluded that there is a realistic scope to reduce the level of single occupancy car travel to and from the site. This can be achieved through the awareness of sustainable travel modes available as well as the introduction of initiatives to encourage non-car travel and implementing improvements in both public transport and service infrastructure.
- 5.9.4 The key findings of the survey, that will influence future travel plans for this site are as follows;
- Heyford Park is currently a car dependent site, with over 56% of commuters driving to work alone, and similarly for shopping or leisure purposes as the site does not currently provide suitable amenities for residents – albeit the dependence on car is less than was anticipated at the start of this study;
 - Although walking to work is not viable for most of the population, dependencies on cars within Heyford Park are likely to reduce as the site continues to develop and the internalisation of trips will increase;
 - In order to increase uptake of trips by bicycle safer, dedicated paths are needed as currently there is no way for those living onsite to gain access to Bicester safely, this is a big concern for a lot of respondents surveyed;
 - A main barrier to cycling was that many residents did not own a bicycle and was unlikely to be something that they were going to purchase. Offering bicycle hire at the site alongside tasters to residents would mean they would be able trial cycling without large upfront costs;

- A large proportion of respondents live within the bus catchments however a very small amount travel using this mode. Results show residents would positively react to changes made to the existing service and more frequent bus routes would enable people who live in Heyford Park to commute to work by bus;
- Car share opportunities have a lot of potential in this area, by introducing Car Share schemes, more people may use this a main mode of travel to work;
- Currently a proportion of residents' work from home, and it is likely that in the long term, businesses will adapt to increase home working for their staff due to the present COVID-19 crisis. It is important that working space is made available on the site so that residents have a suitable working area away from home should they wish to; and
- More education and better dissemination of information regarding sustainable travel is imperative to help reduce single occupancy vehicles. On the whole residents were genuinely positive towards sustainable travel should it be viable for them, however often lacked the knowledge of how to shift away from the car.



**NINETEENTH SCHEDULE
MODIFICATIONS**

1. DEFINITIONS

1.1 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):

Expression	Meaning
“2009 Supplemental Undertaking”	the unilateral undertaking given by Upper Heyford GP Limited (1) Upper Heyford Nominee Limited (2) Dorchester Heyford Park GP Limited (3) and Dorchester Heyford Park Nominee Limited (4) to the District Council and the County Council dated 13 November 2009
“2010 Permission”	the planning permission for development of land at Heyford Park granted on appeal dated 12 January 2010 carrying reference 08/00716/OUT
“2011 Permission”	the planning permission for the development of the New Settlement Area dated 23 December 2011 and carrying reference 10/01642/OUT
“Adjoining Land”	that part of land bound by the obligations in the 2011 Agreement (as amended by the Supplemental Agreements) but outside the land with the benefit of the Outline Permission as shown on drawing number D.0291_83-5 attached to the 2011 Agreement and as amended pursuant to clause 11.2 of the Phase 9 Agreement
“First 2010 Agreement”	the agreement entered into between the County Council (1) the District Council (2) Dorchester Heyford Park GP Limited and Dorchester Heyford Park Nominee Limited (3) and Frep 2 (Heyford Park) Limited (4) dated 18 March 2010

Expression	Meaning
“New Settlement Area”	that area of land proposed for residential development pursuant to the 2010 Permission and to the Outline Permission shown shaded brown on plan N.0111_58-1 appended to the 2009 Undertaking
“Overlap Land”	those Phases of land shown shaded purple on plan D0341_192 Rev A included in the Appendix comprising Phases 11, 13, 19, 20, 32 East, 32 West in part 38 and 39 and Camp Road which comprise part of the Site and the remaining part of Phase 32 West which comprises the Adjoining Land as such terms are defined in the 2011 Agreement
“Second 2010 Agreement	the agreement entered into by the County Council (1) the District Council (2) Upper Heyford GP Limited and Upper Heyford Nominee Limited (3) Dorchester Heyford Park GP Limited and Dorchester Heyford Park GP Nominee Limited (4) Frep 2 (Heyford Park) Limited (5) and Investec Bank PLC (6) dated 7 June 2010
“Supplemental Agreements”	the agreements entered into pursuant to section 106 and section 106A of the 1990 Act varying and supplementing the 2011 Agreement being those agreements dated: 28 August 2012 27 June 2014 30 March 2016 8 May 2017 12 October 2017 21 March 2019 24 December 2019

2. DECLARATION AND AGREEMENT

It is hereby agreed and declared by the parties hereto as follows:

3. 2009 UNDERTAKING AND SUPPLEMENTAL DEEDS

3.1 Pursuant to clause 4 of the 2009 Undertaking

3.1.1 the obligations specified in clause 4.1.1 (Schedules 3, 4, 16, 17, 20 and 23) took effect and required compliance from the date of the grant of the 2010 Permission and have therefore been triggered and required compliance to the extent that they bind and affect the Application Site

3.1.2 the obligations specified in clause 4.1.2 (Schedules 5, 6, 7, 8 and 21) took effect and required compliance from the Development Area Commencement Date (as defined in the 2009 Undertaking) and as the Development Area Commencement Date has not and cannot now occur the obligations in those schedules have not been triggered and have now ceased and determined absolutely

3.1.3 the obligations specified in clause 4.1.3 (Schedules 9-15, 18, 19 and 22) took effect from the Construction Start Date (as defined in the 2009 Undertaking) and as the Construction Start Date has not and cannot now occur the obligations in those schedules have now ceased and determined absolutely

3.2 The 2009 Supplemental Undertaking was supplemental to the 2009 Undertaking but bound only the Development Area as defined in the 2009 Undertaking in respect of which no development has been nor can be undertaken pursuant to the 2010 Planning Permission. Consequently the 2009 Supplemental Undertaking has no effect on the Application Site

3.3 The First 2010 Agreement related solely to the consent for temporary continuation of change of use from military accommodation to private housing and associated community facilities on a discrete area of land within the Development Area defined in the 2009 Undertaking and the First 2010 Agreement was therefore discharged pursuant to clause 13 of the 2011 Agreement

3.4 The Second 2010 Agreement varies the 2009 Undertaking and the 2009 Supplemental Undertaking but in relation to Schedule 21 only and in respect of education obligations only and which, as noted in paragraph 3.1.2 above has now ceased and determined absolutely

3.5 In respect of Schedule 3 of the 2009 Undertaking from Implementation the obligation imposed on the Owners to

3.5.1 comply or procure compliance with the Heritage Centre Management Plan in paragraph 1 of Schedule 3

3.5.2 operate the Heritage Centre Management Plan in paragraph 2 of Schedule 3

3.5.3 procure surveys off the Command Centre and Telephone Exchange and the carrying out of works to ensure it remains wind and water tight in paragraph 3 of Schedule 3

as each of the terms used above is defined in the 2009 Undertaking, shall be discharged and replaced by

(a) in respect of paragraphs 2.5.1.1 and 2.5.1.2 the obligation to provide and manage and maintain the New Heritage Centre pursuant paragraph 2.1 of the Ninth Schedule hereto

(b) in respect of paragraph 2.5.1.3 the obligation to carry out the Building Condition Survey and implementation of the Building Repair Programme pursuant to paragraphs 2.2 and 2.3 of the Ninth Schedule hereto

3.6 As regards Schedule 4:

3.6.1 from Commencement of the Development the

(a) requirement to comply or procure compliance with the Flying Field Management Plan in paragraph 1.1 of Schedule 4;

- (b) restriction on creating new leasehold interests in the Flying Field without a requirement to comply with the Flying Field Management Plan in paragraph 1.2 of Schedule 4;
- (c) prohibition on disposing of a freehold interest in the Flying Field otherwise than as a single entity in paragraph 2.1 of Schedule 4;
- (d) retain a management company to control and manage the use of the Flying Field in paragraph 4 of Schedule 4;
- (e) obligation to make any or any further payments under paragraphs 3.3.2 and 5 of Schedule 4;
- (f) rights granted to the District Council to access the Flying Field to carry out works pursuant to the Flying Field Management Plan in paragraph 3.4 of Schedule 4

as each of the terms used above is defined in the 2009 Undertaking, shall be discharged and replaced by the obligations to comply with the obligations in the Tenth Schedule relating to the management of the New Flying Field

- 3.7 The parties shall jointly apply to the Land Registry as soon as reasonably practicable following the Commencement of Development for the removal of the restriction imposed on the title to the Flying Field (as such term is defined in the 2009 Undertaking) pursuant to paragraph 2.2 of the 2009 Undertaking
- 3.8 From the Commencement of Development in respect of the Green Land the sum held in the Flying Field Account shall be capable of being withdrawn by the Owner or the District Council in the event of a breach of the New Flying Field management obligations as set out in the Tenth Schedule
- 3.9 From Commencement of Development in respect of the Green Land or the Pink Land the restriction on removal of the existing security fencing set out in paragraph 1 of Schedule 16 of the 2009 Undertaking shall be discharged and the provision of fencing including any security fencing around specific elements of the Site shall be carried out retained and maintained in accordance with the relevant condition of the Planning Permission

3.10 The obligation to pay sums towards monitoring of the obligations in the 2009 Undertaking have been complied with and are fully discharged

3.11 In accordance with paragraph 22 of Schedule 20 of the 2009 Undertaking the obligations in Schedule 20 ceased and determined absolutely on the Transport Strategy End Date which has now passed

3.12 From Commencement of Development in respect of the Pink Land or the Green Land (whichever is earlier) the obligation to make any or any further payment in accordance with paragraph 1 of Schedule 23 of the 2009 Undertaking shall cease and determine absolutely

4. THE 2011 AGREEMENT

4.1 Each and every reference in this Schedule to the 2011 Agreement shall be taken to be a reference to the 2011 Agreement as amended and supplemented by the Supplemental Agreements

4.2 The Application Site overlaps with the 'Site' and the 'Adjoining Land' as defined in the 2011 Agreement in respect of the Overlap Land

4.3 The 2011 Permission has been Implemented and the Construction Start Date has occurred (as such terms are defined in the 2011 Agreement) and as such the obligations in the 2011 Agreement bind the Overlap Land

4.4 It is hereby agreed and declared that from Commencement of Development those parts of the Application Site comprising the Overlap Land (but excluding those parts of the Application Site shown shaded blue on the Application Plan and referred in Recital E on which this Deed has no effect) shall be released from all obligations and covenants on the part of the Landowner contained in the 2011 Agreement and those areas shall instead be bound by the terms of this Deed

4.5 It is hereby agreed and declared and agreed by the parties hereto who comprise the parties against whom the terms of the 2011 Agreement are enforceable in respect of the Overlap Land that that those planning obligations set out in the 2011 Agreement as set out below which remain to be discharged are from the Commencement of

Development varied such that they will be deemed discharged through compliance with the terms hereof as set out below:

- 4.5.1 the obligations to secure approval for a scheme for the location and specification of Changing Facilities and Sports Pitches their delivery and transfer to a management company previously secured through Schedule 5 of the 2011 Agreement shall be discharged and replaced by the obligations set out in the Fifth Schedule hereto to provide and manage the Sports Pitches and Pavilion
- 4.5.2 the obligation to refurbish the Community Hall or provide a Replacement Community Facility pursuant to Part 2 of Schedule 8 of the 2011 Agreement (and in place of refurbishment of the existing facility as set out in paragraph 1 of the same) shall be discharged through compliance with the Seventh Schedule of this Deed and for the avoidance of doubt the Community Facilities Sum shall be applied towards either the continuing maintenance of the Community Hall or the provision of the Community Facility in accordance with the Seventh Schedule PROVIDED THAT the Owner shall also pay the Community Worker Contribution pursuant to the Twelfth Schedule hereto
- 4.5.3 the obligation to provide a neighbourhood police facility required by Schedule 10 of the 2011 Agreement shall be amended such that the Neighbourhood Police Facility shall be up to 30msq exclusive accommodation built to an office standard, finished and fitted to a standard ready for tenant fit out (to include ICT, furniture and enhanced security) to accommodate three desks, storage, access to toilets and kitchenette and dedicated access to a car parking space and cycle storage for up to 4 cycles (or such other specification as may be agreed with the District Council) and which facility may be accommodated in a multi-use building and the Owner shall permit the Thames Valley Police to have use of an area within an existing community facility (to be agreed between the Owner and the Thames Valley Police unless and until the new permanent facility is available)

4.5.4 the obligation to complete the Chilgrove Drive Works as defined in Schedule 11 of the 2011 Agreement shall be discharged and replaced by the obligation to carry out the highway works secured at the Sixteenth Schedule

4.6 in relation to Schedule 16 of the 2011 Agreement

4.6.1 delivery of the 'Portway Works Path' is secured through the agreement relating to Land at Phase 9, Heyford Park, Upper Heyford entered into between the District Council the County Council Elgin Investments LLP and Heyford Park Estate Limited dated 6 April 2020 and the agreement confirms that delivery of the said Portway Works Path and its registration on the definitive map maintained by the local highway authority shall be sufficient to discharge the obligation to provide the Portway Works pursuant to the 2011 Agreement

TWENTIETH SCHEDULE
DISTRICT COUNCIL'S COVENANTS WITH
THE OWNER

1. REPAYMENT OF CONTRIBUTIONS

1.1 The District Council covenants with the Owner

1.1.1 to use reasonable endeavours to secure financial contributions from any other development comprising the Policy Villages 5 Allocation towards the infrastructure being provided by the Owner pursuant to the terms of this Agreement to serve the entire Policy Villages 5 Allocation which are commensurate with the proportion of the Policy Villages 5 Allocation to be delivered and being (for the purposes of the District Council obligations)

- (a) the Sports Pitches and Pavilion
- (b) the Community Facility
- (c) the Healthcare Facility
- (d) the New Heritage Centre and its management
- (e) the provision and maintenance of the Flying Field Park and Control Tower Park
- (f) the Indoor Sports Facilities

1.1.2 on receipt of payment from any development comprising the Policy Villages 5 Allocation pursuant to paragraph 1.1.1 above to make payment directly to the Owner by way of reimbursement of a proportionate contribution towards the sums outlaid or to be outlaid in providing the infrastructure or Facility referred to in paragraph 1.1.1 that has already been commenced and PROVIDED THAT any additional sums received from such developments shall be retained by the District Council and reimbursed to the Owner (together with accrued interest thereon) following notification from the Owner that delivery of a subsequent piece of infrastructure or Facility has commenced

- 1.2 The District Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed 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 Owner and the District Council shall agree.
- 1.3 The District Council covenants with the Owner 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 hereof in accordance with the provisions of this Deed which has not been expended or committed 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 but
 - 1.3.1 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
 - 1.3.2 subject to paragraph 2 below in the event that monies which the District Council has received as stakeholder for a third party have not been applied for the purpose for which they were paid within the period specified above the District Council shall use all reasonable endeavours to secure repayment of the unexpended or committed sums and shall within 28 days of receipt of any such unexpended or uncommitted sum from the third party refund the same to the party that made payment
- 1.4 Any payment or part thereof which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been committed by the District Council prior to that date
- 1.5 The District Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid under the terms of the Deed upon a written request by the Owner such request not to be made

more than once in any year and shall use all reasonable endeavours to obtain the same information from a third party on whose behalf the District Council has received the payment on written request from the Owner .

2. HEALTH FACILITIES CONTRIBUTION PURPOSES

2.1 If in accordance with paragraph 2.1.4 of the Eighth Schedule the Health Facilities Contribution is payable the District Council will

2.1.1 accept payment of the Health Facilities Contribution as stakeholder for the NHS BOB ICG

2.1.2 make payment to the NHS BOB ICG of all or any part of the Health Facilities Contribution required to be put towards a Healthcare Facilities Contribution Purpose approved by the District Council subject to paragraph 2.1.3

2.1.3 not make any payment of all or any part of the Health Facilities Contribution to the NHS BOB ICG unless and until the NHS BOB ICG has

(a) evidenced to the District Council that a scheme for the Health Facilities Contribution Purposes has been approved

(b) given to the District Council a binding undertaking that the Healthcare Facilities Contribution will be applied towards the Health Facilities Contribution Purposes as evidenced to the District Council and for no other purpose whatsoever and

(c) undertaken to the District Council that in the event that all or any of the Healthcare Facilities Contribution paid to the NHS BOB ICG pursuant to the Eighth Schedule has not been expended or committed to be paid within 5 years of the date on which it is paid to the NHS BOB ICG it shall repay the unexpended or uncommitted balance to the District Council to forward to the party that made payment of that Healthcare Facilities Contribution

3. DISCHARGE OF OBLIGATIONS

At the written request of the Owner, the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

**TWENTY-FIRST SCHEDULE
COUNTY COUNCIL'S COVENANTS WITH THE OWNER**

1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (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):-

Expression	Meaning
“County Contributions”	means the financial contributions payable to the County Council in accordance with the Seventeenth Schedule of this Deed
“Developer Funded Highway Infrastructure”	means the on and off site Works Packages to be carried out by the Owner as set out at paragraph 5.3 below
“Heyford Bus Group”	means the bus service steering group to be set up and operated as provided in paragraph 7.7 below
“Heyford Bus Service”	means the delivery of a bus service to link the Site with Bicester town centre in order to maximise the potential for trips to and from the Site to be made by public transport
“Mid-Point of Construction Date”	means the date that the County Council acting reasonably agrees with the Owner to be the mid-point of construction of the Primary School in accordance with the Fourteenth Schedule following the submission by the Owner of a construction programme at the commencement of construction of the Primary School which construction programme must conclude with a completed Primary School including all parking areas play areas and associated infrastructure within the Primary School Site
“Primary and Nursery Contribution”	Has the same meaning as in the Seventeenth Schedule

Expression	Meaning
“Primary Education Cap”	means the sum of THREE MILLION ONE HUNDRED AT SEVENTY THREE THOUSAND FIVE HUNDRED POUNDS (£3,173,500) costed at price base 327 BCIS
“Primary Education Cap (Remaining)”	means the sum notified to the Owner in accordance with paragraph 4.7.2 applying the following formula: Primary Education Cap minus the Principal Sum (School) (which may be a cumulative sum where more than one Principal Sum (School) is secured from any developments within Policy Villages 5)
“PV5 Primary Education Contribution”	means a contribution secured under S106 of the 1990 Act from a development within the Policy Villages 5 Allocation towards the provision of primary education on the Site comprising any Principal Sum (School) and any indexation payable on the Principal Sum (School)
“Primary Land Cap”	means the sum of TWO HUNDRED AT NINETY EIGHT THOUSAND SIX HUNDRED AND FIVE POUNDS ONLY (£298,605) costed at November 2020
“Primary Land Cap (Remaining)”	means the sum notified to the Owner in accordance with paragraph 4.7.4 below applying the following formula: Primary Land Cap minus the Principal Sum (Land) (which may be a cumulative sum where more than one Principal Sum (Land) is secured from any developments within Policy Villages 5)
“Primary Land Contribution”	means a contribution secured under S106 of the 1990 Act from a development within the Policy Villages 5 Allocation towards the costs of land for the provision primary education on the Site comprising any Principal Sum (Land) and any indexation payable on the Principal Sum (Land)

Expression	Meaning
“Primary School” and “Primary School Site”	have the same meaning as in the Fourteenth Schedule
“Principal Sum (School)”	means any sum secured under S106 of the 1990 Act from a development within the Policy Villages 5 Allocation towards the provision of primary education on the Site at price base 327 BCIS or 3Q 2019 PUBSEC
“Principal Sum (Land)”	means any sum secured under S106 of the 1990 Act from a development within the Policy Villages 5 Allocation towards the cost of the provision of land for primary education on the Site at November 2020
“PV5 Highway Contribution”	means any contribution secured under S106 of the 1990 Act from a development within the Policy Villages 5 Allocation towards the Developer Funded Highway Infrastructure
Works Package	means the off-site and on-site highway works as detailed in the Sixteenth Schedule and as referred to in the table at paragraph 5.3 below as Works Package A, Works Package B and so on

2. APPLICATION OF MONIES RECEIVED

2.1 The County Council shall not apply any of the County Contributions for any purpose other than as set out in the definition of each County Contribution in such form and at such time as the County Council shall in its discretion decide subject to paragraph 3.3 below

3. REPAYMENT

3.1 Following written request from the Owner the County Council will repay to the person who made the relevant payment (or as they may direct) the balance (if any) of any County Contribution which at the date of the receipt of such written request has not been expended 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 shall be made prior to the expiry of 10 years from the Due Date or the date of receipt by the County Council (whichever is the later) of the last instalment of any County Contribution.

- 3.2 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
- 3.3 The County Council covenants with the Owner that no County Contribution shall be applied for any purpose other than that for which it is stated to be used in this agreement save that the County Council may temporarily appropriate funds out of one or more of the County Contributions to be applied for another purpose or purposes designated under this Deed as long as appropriated funds are ultimately reallocated for their designated purpose

4. COUNTY COUNCIL COVENANTS

- 4.1 The County Council covenants with the Owner that it will use reasonable endeavours to secure contributions to
 - 4.1.1 Provision of the Primary School on the Application Site from other developments within the Policy Villages 5 Allocation on a fair and reasonable basis in line with the CIL Regulations; and
 - 4.1.2 Developer Funded Highway Infrastructure from other developments within the Policy Villages 5 Allocation which contributions shall be calculated and sought on the same basis as the sums secured from the Owner in respect of the Development under the terms of this Deed (and for the avoidance of doubt the contributions towards highways infrastructure (excluding the Cycle Route Contribution) are based on trip generation; and
 - 4.1.3 contributions towards the Cycle Route Contribution from other developments within the Policy Villages 5 Allocation and from other developments in the vicinity of the Policy Villages 5 Allocation which developments are reasonably expected to make use of or link into the proposed cycle route and which improves or enhances the sustainability of such development and following receipt of such contributions to make payment to the Owner of the same

PROVIDED THAT the County Council shall seek contributions which represent a fair and proportionate contribution from the relevant development towards the provision of the cycle link and shall reflect a fair and proportionate contribution from the Development towards the same

5. PRIMARY EDUCATION REPAYMENT

5.1 The parties acknowledge that the Owner is providing the Primary School on the Application Site as mitigation for the Policy Villages 5 Allocation

5.2 The parties acknowledge that the Policy Villages 5 Allocation gives rise to the need for a 1.5 form entry primary school which the Owner has covenanted to provide on the Pink Land in accordance with the Fourteenth Schedule

5.3 Subject always to paragraph 5.4 below the County Council covenants with the Owner that following the Mid-Point of Construction Date the County Council will pay to Owner (or as they may direct):

5.3.1 within 28 days thereof any a PV5 Primary Education Contribution held by the County Council at the Mid-Point of Construction Date and

5.3.2 any a PV5 Primary Education Contribution received by the County Council subsequent to the date of the Mid-Point of Construction Date within 28 days of the receipt by the County Council of that a PV5 Primary Education Contribution

5.4 the total of the payment by the County Council in accordance with paragraph 5.3 above may not exceed the Primary Education Cap

5.5 Subject always to paragraph 5.6 below the County Council covenants with the Owner that following the transfer of the Primary School to the County Council in accordance with the Fourteenth Schedule the County Council will pay the person who transferred the Primary School Site to the County Council (or as they may direct):

5.5.1 any Primary Land Contribution held by the County Council at the date of transfer and

5.5.2 any Primary Land Contribution received by the County Council subsequent to the date of transfer within 28 days of the receipt by the County any Primary Land Contribution:

5.6 the total of the payment by the County Council in accordance with paragraph 4.5 above may not exceed the Primary Land Cap

5.7 The County Council covenants to notify the Owner of the following:

5.7.1 On securing that any PV5 Primary Education Contribution the County Council will notify the Owner as to the Principal Sum (School) that has been secured

5.7.2 On securing that any Primary Land Contribution the County Council will notify the Owner as to the Principal Sum (Land) that has been secured

5.7.3 On each payment to the Owner the County Council will notify Owner as to Primary Education Cap (Remaining)

5.7.4 On each payment to the Owner the County Council will notify Owner as to Primary Land Cap (Remaining)

6. HIGHWAY INFRASTRUCTURE PAYMENT

6.1 The parties acknowledge that the Owner is providing the Developer Funded Highway Infrastructure in respect of the Site as mitigation for the Policy Villages 5 Allocation

6.2 The County Council covenants with the Owner as follows:

6.2.1 Where the Owner has entered a s278 Agreement in accordance with the Sixteenth Schedule for one or more Works Package then following the commencement of the works in accordance with that s278 Agreement then:

- (a) where the County Council holds any PV5 Highway Contribution(s) the County Council will pay to the Owner (or as the Owner may direct) the percentage of the PV5 Highway Contribution held in relation to the Works Package covered in the relevant s278 Agreement as set out in column 5 of the table at paragraph 6.3 below within 28 days of commencement of the works in accordance with the relevant S278 agreement

- (b) following receipt of any PV5 Highway Contribution the County Council will pay to the Owner (or as the Owner may direct) the percentage of that PV5 Highway Contribution relating to the Works Package(s) covered in that S278 Agreement as set out in column 5 of the table at paragraph 6.3 below within 28 days of the receipt of that PV5 Highways Contributions

6.2.2 Where the Owner has entered a s38 Agreement in accordance with the Seventeenth Schedule for one or more of Works Package F and/or Works Package G as set out in paragraph 6.3 below and the roads covered by that S38 Agreement have been opened to use by the public then:

- (a) where the County Council holds any PV5 Highway Contribution(s) the County Council will pay to the Owner (or as the Owner may direct) the percentage of the PV5 Highway Contribution held in relation to the Works Package covered in the relevant s38 Agreement as set out in column 3 of the table at paragraph 6.3 below within 28 days of the opening of the roads covered by that S38 Agreement to use by the public
- (b) following receipt of any PV5 Highway Contribution the County Council will pay to the Owner (or as the Owner may direct) the percentage of that PV5 Highway Contribution relating to the Works Package(s) covered in that S38 Agreement as set out in column 3 of the table at paragraph 6.3 below within 28 days of the receipt of that PV5 Highways Contributions

6.3 it is agreed between the parties that the Developer Funded Highway Infrastructure comprises:

A	Camp Road/Chilgrove Drive Junction Improvements	21.56%
B	Camp Road East Improvements	2.77%
C	Unnamed Road Ped/Cycle And Junction Improvements	19.88%

D	B430 / Ardley Road / Bucknell Road Junction Improvements	8.44%
E	Hopcroft Halt Works	7.64%
F	Chilgrove Drive	18.47%
G	Northern Bus Loop	21.24%

7. BUS SERVICE CONTRIBUTION

- 7.1 The County Council shall use all reasonable endeavours to secure the Heyford Bus Service to which the Bus Service Contribution shall be applied by carrying out procurement exercises at appropriate times to secure the Heyford Bus Service, noting that the maximum allowable length of bus service contract is such that more than one contract will be procured over the Bus Service Contribution payment period.
- 7.2 In procuring the Heyford Bus Service the County Council will refer to and take into account the outcomes of the Heyford Bus Group, Provided That the Heyford Bus Group has been implemented at the time of the procurement.
- 7.3 The Heyford Bus Service will operate at a minimum frequency of two buses per hour during Monday to Saturday daytimes (except Public Holidays) and may be increased at an appropriate time Provided That satisfactory financial performance of the service can be demonstrated and that this has been considered by the Heyford Bus Group.
- 7.4 Subsequent to receipt of Bus Instalment 5, the County Council will secure provision of the Heyford Bus Service at a minimum frequency of four buses per hour during Monday to Friday daytimes (except Public Holidays) until such time as the Bus Service Contribution is exhausted.
- 7.5 Frequencies outside these days and times will be set according to demand and following consideration by the Heyford Bus Group
- 7.6 As soon as reasonably practicable after completion of this Deed the Owner and the County Council shall set up and implement a bus service steering group in accordance with the terms of reference in paragraph 7.7 below and the Heyford Bus Group shall continue to be convened until the earlier of

7.6.1 the end of the Travel Plan Period as defined in the Eighteenth Schedule; and

7.6.2 a date when the Heyford Bus Group so decide

Provided Always That all instalments of the Bus Service Contribution have been paid by the Owner in accordance with the Seventeenth Schedule of this Deed.

7.7 The purpose of the Heyford Bus Group is to provide a forum for discussion as to the adequacy and suitability of the Heyford Bus Service and the terms of reference of the Group are:

7.7.1 To provide a structured forum for discussion between the County Council, the District Council, the Owner (or such other entity as Owner may from time to time nominate to replace it or represent it as a member of the Heyford Bus Group either temporarily or permanently), bus operators operating buses serving the Development and Heyford Park Parish Council (if it so wishes) with regard to bus services serving the Development

7.7.2 To enter into discussions as to the frequency of the Heyford Bus Service and its route with particular regard to identifying how that service would best serve the needs and requirements of the Development as a sustainable development (within the parameters of the funding as provided though the Bus Service Contribution as defined in the Seventeenth Schedule) and the objective of securing a commercially viable bus service no later than the date at which the Bus Service Contribution has been fully utilised by the County Council

7.7.3 To receive monitoring reports on the delivery of the Heyford Bus Service

7.8 The membership of the Heyford Bus Group may vary from time to time but will include representatives of the Owner (or as designated by them as referred to in para 7.7.1 above) officers of the District Council and County Council, Heyford Park Parish Council (if it so wishes) and representatives of any bus operators providing services serving the Development

7.9 Agendas and notice of meetings should be prepared by the Owner in consultation with all Heyford Bus Group members and shall be wherever practicable circulated in

- 7.10 The venue for meetings is to be agreed in advance but it will usually be at a convenient location for public transport access in Heyford Park or Bicester, to be arranged by the Owner (or some such other entity as the Owner may nominate to replace it or represent it)
- 7.11 Each member of the Heyford Bus Group shall meet their own expenses of attending and discussing the business of the Heyford Bus Group
- 7.12 The Heyford Bus Group will meet at least two times in a year and produce full minutes which shall be distributed to all members of the Heyford Bus Group following each meeting
- 7.13 The Owner and the County Council shall hold discussions in good faith with a view to discussing variations to this paragraph 7 and related schedules in order to address the conclusions of the Heyford Bus Group Provided Always that in respect of the matters covered in this Schedule no party shall be obliged to enter into a deed of variation to the Principal Agreement or otherwise agree to any variation to the Principal Agreement

8. TRAVEL PLAN REPAYMENT

- 8.1 The County Council covenants with the Owner that in the event that the County Council has received any Travel Plan Default Contribution and/or any Green Travel Default Payment ("Default Payment") from the Owner under the default procedure in Eighteenth Schedule then following written request from the Owner the County Council will repay to the person who made the relevant Default Payment (or as they may direct) the balance (if any) of any the which at the date of the receipt of such written request has not been expended 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 shall be made prior to the date six months after the delivery of a Travel Plan Welcome Pack to the Occupants of the final Dwelling to be constructed on the Site and any part of the Default Payment 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

**TWENTY-SECOND SCHEDULE
MANAGEMENT COMPANY PROVISIONS**

1. DEFINITIONS

1.1 Where any provision hereof requires the creation or nomination of or transfer to a Management Company this shall be the management company established to manage the facilities provided pursuant to the terms of the 2011 Agreement save that where an Alternative Management Company is established the following 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):

Expression	Meaning
“Index Linked”	increased by the increase in the Index identified in the appropriate Schedule
“Alternative Management Company”	<p>a body established or appointed by the Owner to carry out or procure the carrying out of any works or to provide any Facility on any Appropriate Land and thereafter manage and maintain such facility in accordance with the provisions of this Agreement and whose objectives shall include (but not be limited to):-</p> <ul style="list-style-type: none">• Procuring the management and maintenance of the Facility or Appropriate Land• Setting the budget and level of charges for funding the running of the body and collecting such Service Charges from residents (such term to include but is not limited to owners occupiers lessees and tenants of the Dwellings• Ensuring that the level of any charges levied against any Affordable Housing Dwellings that are not owned outright by Registered Providers

Expression

Meaning

shall not materially affect the ability of these Dwellings to remain as Affordable Housing;

- Ensuring accountability to residents of the Development in terms of managing and maintaining the Facilities and/or Appropriate Land including reviewing the Service Charge reconciliation at the end of the financial year;

"Management Company Structure Scheme"

a scheme that addresses the following in relation to the Alternative Management Company:

- details of the proposed constitution of the Alternative Management Company which shall be a private company limited by shares or guarantee and the board of which having responsibility for management of the expenditure of the Service Charge derived from owners and occupiers of the Dwellings shall allow at least one member or representative of the Upper Heyford Parish Council to be represented thereon;
- proposed banking arrangements for the Management Company;
- procedures and justification that the Management Company will follow for drawing down monies by the Management Company from the ManCo Maintenance Escrow Account
- details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the Appropriate Land and the use thereof against those risks as are reasonable to insure against in the circumstances then prevailing;

Expression	Meaning
"Management Scheme"	is defined in each Schedule as relevant
"ManCo Default Escrow Account"	<p data-bbox="616 439 1329 521">means an escrow account set up by the Owner in respect of which the following shall apply:</p> <ul data-bbox="616 562 1329 1182" style="list-style-type: none"> <li data-bbox="616 562 1329 645">• it shall hold the Management Company Default Sum <li data-bbox="616 669 1329 752">• monies can be drawn against by the District Council in the circumstances set out in this Deed; <li data-bbox="616 777 1329 1077">• the Management Company Default Sum and any interest thereon shall be capable of being drawn against by the District Council for the maintenance of the Appropriate Land comprising Public Amenity Space in the circumstances set out in this Deed; and <li data-bbox="616 1102 1329 1182">• it shall be opened and closed in accordance with the provisions of this Deed.
"ManCo Maintenance Escrow Account"	<p data-bbox="616 1223 1329 1361">an escrow account set up by the Owner or Developer in respect of which the following shall apply:</p> <ul data-bbox="616 1402 1329 1912" style="list-style-type: none"> <li data-bbox="616 1402 1329 1485">• it shall hold all payments of the Management Company Forward Funding Deposit; <li data-bbox="616 1509 1329 1809">• monies can be drawn against by the Management Company towards the costs of the maintenance of the Appropriate Land comprising Public Amenity Space where such costs are not otherwise met by the receipts of the Service Charge; <li data-bbox="616 1834 1329 1912">• it shall be set up to allow the Management Company to draw down such costs every quarter

Expression

Meaning

for the costs to be incurred in the following quarter;

- the Management Company Forward Funding Sum and any interest thereon shall be capable of being drawn against by the Management Company for the maintenance of the Appropriate Land comprising Public Amenity Space Transferred to the Management Company;
- monies can be drawn against by the District Council in the circumstances set out in this Deed; and
- shall be opened and closed in accordance with the provisions of this Deed.

“Relevant Event”

is defined in each Schedule

"Transfer"

to transfer of the freehold of the relevant Appropriate Land from the Owner to the Management Company or from the Management Company to the District Council (or such other person or body as the District Council may direct) the terms of which shall:

- not include any terms which would restrict public access save for the purposes of maintenance works or in the case of emergency; and
- not include any terms which would directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owner; and
- include any reasonable reservation of rights of access and services over the Open Space for the benefit of any other part of the Site for the purpose of managing maintaining replacing

Expression**Meaning**

renewing cleaning and repairing services including but not limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage or electricity; and

- include for the benefit of the Public Amenity Space the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the area being transferred over any adjoining land for its intended purpose as set out in this Schedule;
- be a transfer of the entire freehold interest of the Open Space with full title guarantee and vacant possession on completion;
- be free from any pre-emption or option agreement and free from any mortgage charge or lien or other encumbrance which restrict the use of the land for its intended purpose other than those which exist at the date of this Agreement and / or are agreed in the Transfer;
- contain a restrictive covenant that the land transferred comprising Public Amenity Space shall not be used for any purpose other than for a publicly accessible games recreation relaxation and play area and publicly accessible free at the point of use recreational facilities unless the District Council shall approve that alternative or compensatory land is provided in lieu in which case the restriction shall be capable of being removed

2. REQUIREMENT FOR A MANAGEMENT COMPANY

- 2.1 The provisions of this Schedule shall apply where any provision of this Deed permits or requires that any Appropriate Land is Transferred to a Management Company
- 2.2 For the avoidance of doubt unless expressly prohibited nothing herein shall prohibit
 - 2.2.1 one Management Company from acquiring and taking responsibility for more than one Appropriate Land; and
 - 2.2.2 more than one Management Company taking an interest in and responsibility for any Appropriate Land

3. SETTING UP THE MANAGEMENT COMPANY ARRANGEMENTS

- 3.1 In the event that it determines to establish an Alternative Management Company the Owners shall submit a draft Management Company Structure Scheme to the District Council for its approval in accordance with the appropriate provisions hereof;
- 3.2 The Owner shall not dispose of an interest in any Dwelling without putting in place in the plot documentation for each of the Dwellings a covenant whereby the owner/occupiers of each Dwelling (and their successors in title) shall be liable to make payment to the Management Company of the Service Charge which shall be collected and ring-fenced by the Management Company as successor in title to the Owner for application for the management and maintenance of the Appropriate Land and/or Facilities thereon and the Hangar (as defined in the Fourteenth Schedule)
- 3.3 put in place in the sale documentation for each of the Dwellings a covenant whereby each of the residents (and their successors in title) shall be liable to make payment to the Management Company of the Service Charge prior to Occupation of the relevant Dwelling
- 3.4 prior to the Occupation of any Dwelling pay to the District Council the Management Company Monitoring Payment and shall not Occupy or cause

or permit the Occupation of any Dwelling until the Management Company Monitoring Payment has been paid in full

4. TRANSFER

The Owner shall

- 4.1 Transfer the Appropriate Land to the Management Company as required in each relevant Schedule in this Deed within 20 Working Days of the Relevant Event; and
- 4.2 at the point of Transfer provide to the Management Company all as-built drawings for any Facility located on the Appropriate Land in question
- 4.3 in any event not Occupy or cause or permit the Occupation of more than the number of Dwellings set out in the appropriate Schedule until the completion of the Transfer of the Appropriate Land to the Management Company

5. FINANCIAL PROVISIONS

- 5.1 On or before the Transfer to the Management Company of the any Appropriate Land comprising Public Amenity Space and in accordance with this Schedule, the Owner shall:
 - 5.1.1 set up the ManCo Default Escrow Account and provide evidence to the District Council that the account has been set up; and
 - 5.1.2 set up the ManCo Maintenance Escrow Account and provide evidence to the District Council that the account has been set up
- 5.2 On or before the Transfer to the Management Company of each area of Appropriate Land comprising Public Amenity Space within a Phase the Owner shall:
 - 5.2.1 pay the Management Company Default Deposit in respect of that Phase into the ManCo Default Escrow Account and provide evidence to the District Council that such payment has been made

5.2.2 pay the first Management Company Forward Funding Deposit as regards that Phase into the ManCo Maintenance Escrow Account and provide evidence to the District Council that such payment has been made

5.3 On each anniversary of the first payment of each Management Company Forward Funding Deposit for a Phase into the ManCo Maintenance Escrow Account to make a further payment of the Management Company Forward Funding Deposit for that Phase less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit for the relevant Phase until the earlier of

5.3.1 the fourteenth anniversary of the date of the first payment of the Management Company Forward Funding Deposit in respect of the Appropriate Land in a Phase and

5.3.2 the date that 80% of the Dwellings in that Phase have been Occupied

and for the avoidance of doubt each such Management Company Forward Funding Deposit shall be Index Linked

5.4 The ManCo Default Escrow Account shall be retained for a period expiring 15 (fifteen) years after the date the last Management Company Default Deposit is paid into the ManCo Default Escrow Account and the ManCo Default Escrow Account shall be closed at this point (or earlier if the Management Company is wound up prior to the expiration of the said 15 years) PROVIDED THAT any remaining capital or interest sums pertaining to the Management Company Default Deposit held within the ManCo Default Escrow Account for a Phase shall be released to the person who made the payment on the 15th anniversary of its payment to the ManCo Default Escrow Account for that relevant Phase

5.5 The ManCo Maintenance Escrow Account shall be retained for a period expiring once 80% of all of the Dwellings in the final Phase to be developed and Occupier (as calculated by reference to the highest number approved

through Qualifying Permissions for that final Phase (and if more than one Qualifying Application proposing different numbers of Dwellings 80% of the lowest number of Dwellings approved) have been Occupied and then shall be closed PROVIDED THAT any remaining capital or interest sums pertaining to the Management Company Forward Funding Deposit in respect of a Phase shall be released to the person who made the payments in respect of that Phase once 80% of the Dwellings in that relevant Phase have been Occupied

6. DEFAULT BY MANAGEMENT COMPANY

6.1 In the event that

6.1.1 the Management Company fails to maintain any part or aspect of the Appropriate Land comprising Public Amenity Space in accordance with the approved Management Scheme; or

6.1.2 the Management Company

- (a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of it with one or more other companies or its solvent reconstruction
- (c) is wound up or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Management Company (other than for the

sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction),

- (d) has an administrator appointed or an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given;
- (e) has an administrative receiver appointed or the holder of a qualifying floating charge over the assets of it has become entitled to appoint an administrative receiver;
- (f) a receiver is appointed over all or any of its assets or a person becomes entitled to appoint a receiver over all or any of those;
- (g) has a creditor or encumbrancer of it attach or take possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any of its assets, and such attachment or process is not discharged within ten Working Days
- (h) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business (whether or not that part of the business involves maintaining the Public Amenity Space)

the District Council may enter on to the relevant area of the Appropriate Land comprising Public Amenity Space (or any building or structure thereon) together with relevant personnel and equipment to ensure the performance of the obligations contained in this Agreement and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area or part of the Appropriate Land ('Works in Default') and shall be entitled to full reimbursement

by the Management Company of all costs and expenses incurred in performing the said obligations

6.2 In the event that the Management Company

6.2.1 shall have failed to maintain the Appropriate Land comprising Public Amenity Space within a Phase in accordance with the approved Management Scheme the District Council will not exercise the right in paragraph 6.1 above to carry out Works in Default before having given written notice to the Management Company stating the nature of the failure, the steps required to remedy the failure, and a reasonable time period for remedying it and shall afford the Management Company a reasonable opportunity to remedy the failure in accordance with the steps and time period in the written notice

6.2.2 shall have failed for whatever reason to reimburse the costs and expenses incurred by District Council in carrying out any Works in Default within 14 days of a written demand therefor,

the District Council shall be entitled to recover such costs and expenses from the ManCo Default Escrow Account and shall notify the Owner of such recovery and the Phase to which it relates.

6.3 In the event that

6.3.1 the District Council shall have served notice on the Management Company requiring it to remedy any failure to maintain the Appropriate Land comprising Public Amenity Space in accordance with the relevant approved Management Scheme; and

(a) the Management Company have failed to remedy that failure within the time given in the notice; but

(b) at that point in time there are no funds in the ManCo Default Escrow Account or the funds in the ManCo Default Escrow

Account are insufficient to defray the costs of the Works in Default

6.3.2 the Management Company shall have failed to make any payment of the Management Company Forward Funding Deposit into the ManCo Maintenance Escrow Account within 14 days of such payment being due

6.3.3 any of the circumstances set out in paragraph 6.2 above shall occur or the Management Company otherwise ceases to be able to carry out its obligations in the Management Scheme

then the provisions of paragraph 6.4 below shall apply

6.4 the Management Company (or the such other person or body as shall then have control over the Management Company's assets) as successor in title to the Owner shall, at the election of the District Council either

6.4.1 Transfer all its interest in the Appropriate Land comprising the Public Amenity Land to the District Council or its nominee together with all responsibilities for management and maintenance of the same; or

6.4.2 Transfer the responsibility for management and maintenance of the Appropriate Land comprising Public Amenity Land to the District Council or its nominee and

6.4.3 pay any accrued Service Charges pertaining to the relevant Public Amenity Space to the District Council or its nominee and assign

(a) its right to collect and receive payments of the Service Charge in respect of the Public Amenity Land: and

(b) any rights it has to draw down funds from the ManCo Default Escrow Account and/or the ManCo Maintenance Escrow Account

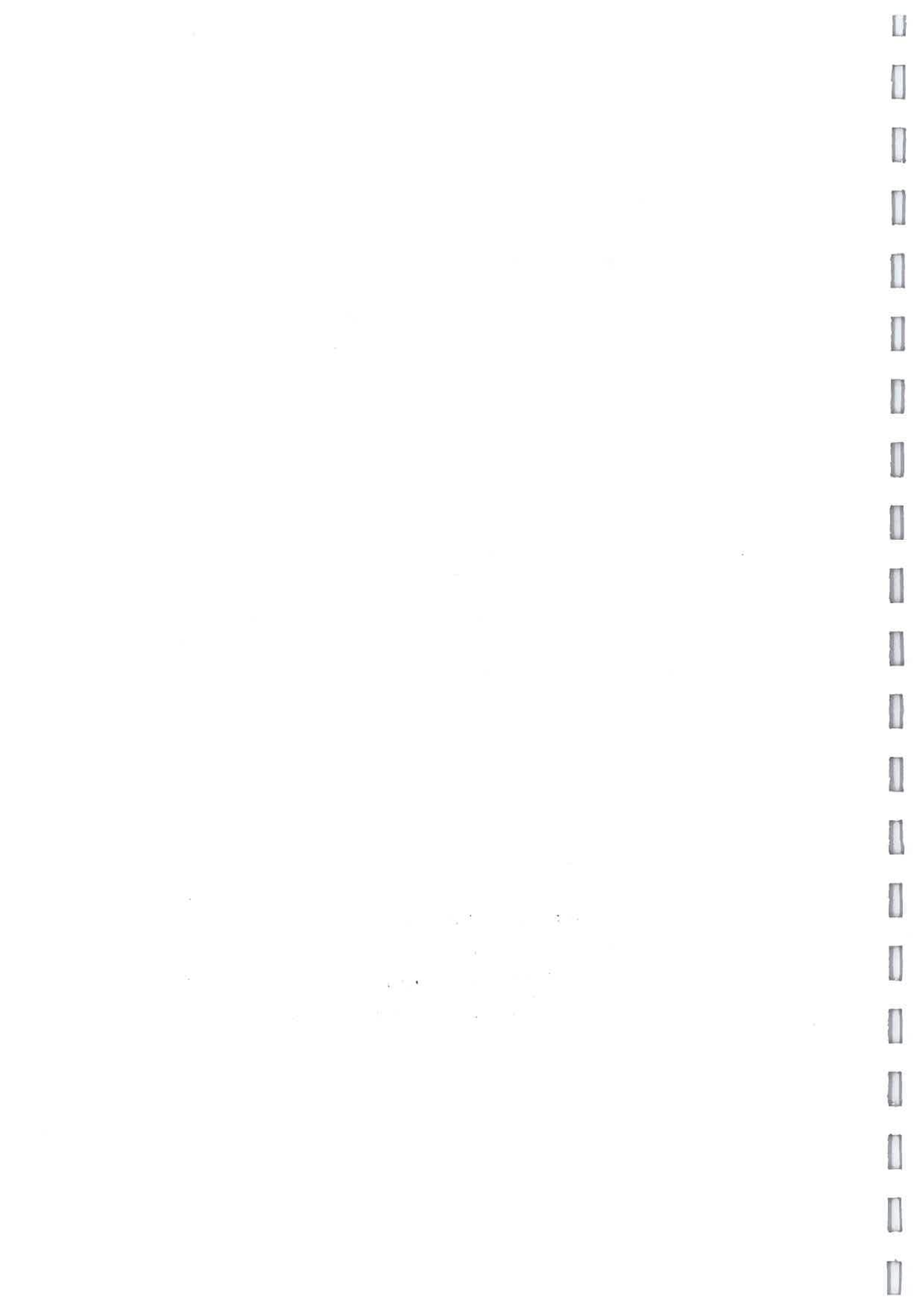
TWENTY-THIRD SCHEDULE
DISPUTES

1. A dispute in the context of this agreement arises where any Party requires or seeks the approval or consent of another Party pursuant to any provision of this Deed and that approval or consent is refused or is not given within 20 Working Days but FOR THE AVOIDANCE OF DOUBT:
 - 1.1. disputes relating to the construction, interpretation and/or the application of this Agreement shall only be determined by an Expert with the express further agreement of all other Parties and in the absence of such agreement can only be determined by a Court of competent jurisdiction;
 - 1.2. any dispute relating to a refusal or failure to determine any application (whether pursuant to Sec 106A of the Act or otherwise) to modify or discharge any provision hereof shall not constitute a dispute to be determined pursuant to this Schedule but in accordance with Section 106B of the Act or Section 84A of the Law of Property Act 1925 or otherwise as appropriate
2. Any Party may by serving notice on the Party refusing approval or consent (the Notice) require a dispute to be referred to an Expert (as hereinafter defined) for determination.
3. The Notice must:
 - 3.1. specify the nature, basis and brief description of the dispute;
 - 3.2. identify the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
 - 3.3. propose a person to determine the dispute ('the Expert').
4. The Expert may be agreed upon by the Parties and in the absence of such agreement within one month of the date that the Notice is issued pursuant to paragraph either Party may request that the following nominate the Expert at their joint expense:

- 4.1. if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 4.2. if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the Expert;
- 4.3. if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
- 4.4. if such dispute relates to Affordable Housing the Expert shall be nominated by the President of the Royal Town Planning Institute; and
- 4.5. in all other cases, the President of the Law Society to nominate the Expert as he thinks appropriate
5. The Parties may agree to appoint joint Experts or (in default of agreement) invite joint Experts to be nominated pursuant to paragraph and in which case 'Expert' shall mean both or all of them.
6. If an Expert (including one or more jointly nominated experts) nominated or appointed pursuant to this Schedule shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of paragraph 5.
7. The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of the notice of his appointment given pursuant to paragraph 8.
8. Notice in writing of the appointment of an Expert pursuant to this Schedule shall be given by the Expert to the Parties and he shall invite each of the Parties to submit to him within ten Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity

to make counter submissions within a further five Working Days in respect of any such submission and material.

9. The Expert shall act as an expert and not as an arbitrator but shall consider any written representation submitted to him within the period specified in this Schedule although he shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
10. The Expert shall give notice of his decision in writing
11. If the Expert consists of more than one person the decision shall be a joint decision approved by all such persons and the decision will (in the absence of manifest error) be final and binding on the Parties hereto.
12. If for any reason the Expert fails to make a decision and give notice thereof in accordance with this Schedule the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
13. The Expert's costs shall be in the Expert's award or in the event that no determination as to costs is made, such costs will be borne by the parties to the Dispute in equal shares.



EXECUTION

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



CDC 20837

[Redacted Signature]

Authorised Signatory

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



8/11/22

[Redacted Signature]

Authorised Signatory

EXECUTED as a DEED by HEYFORD
PARK ESTATE LIMITED acting by a
Director in the presence of:

[Redacted Signature]

Witness Signature [Redacted Signature]

Witness Name
(BLOCK CAPS) ELENA KING

Address 4 Raven Court
Mottfield Ad 10 RQN

Occupation accounts manager

EXECUTED as a DEED by HEYFORD
COMMERCIAL DEVELOPMENT
LIMITED acting by a Director in the
presence of:

[Redacted Signature]

Witness Signature [Redacted Signature]

Witness Name
(BLOCK CAPS) ELENA KING

Address 4 Raven Court
Hatfield A10 2QN

Occupation accounts manager

EXECUTED as a DEED by HEYFORD
COMMERCIAL LIMITED acting by a
Director in the presence of:

[Redacted Signature]

.....
Director

Witness Signature [Redacted Signature]

..... IAN AMDUR

Name (BLOCK CAPS)

Witness Name
(BLOCK CAPS) ELENA KING

Address 4 Raven Court
Hatfield A10 2QN

Occupation accounts manager

EXECUTED as a DEED by UPPER
HEYFORD GP LIMITED a company
incorporated in Jersey by
IAN AMDUR
being a person who in accordance with the
laws of that territory is acting under the
authority of the Company

[Redacted Signature]

.....
Authorised Signatory

EXECUTED as a DEED by UPPER HEYFORD NOMINEE LIMITED a company incorporated in Jersey by IAN AMDUR being a person who in accordance with the laws of that territory is acting under the authority of the Company



Authorised Signatory

EXECUTED as a DEED by affixing the COMMON SEAL of THE WARDEN AND SCHOLARS OF SAINT MARY COLLEGE OF WINCHESTER IN OXFORD in the presence of



Warden

ESUNW
fellow

Fellow



SIGNED AND DELIVERED as a DEED by HUGH JONES in the presence of:

Witness Signature



Witness Name (BLOCK CAPS)

DAVID CHARLES THORP

Address

53 Station Road

Occupation

Cripps, Bangor, Oxon OX17 1PT
Land Agent

EXECUTED as a DEED by LLOYDS
BANK PLC acting by
.....*CHRIS TAYLOR*.....
as attorney under a Power of Attorney
dated*8/2/2022*.....
in the presence of:

[Signature]
[Redacted]

Witness Signature*[Signature]*.....
Witness Name
(BLOCK CAPS)
Address*10 GRESHAM ST*.....
.....*LONDON EC2*.....
Occupation*BANKER*.....

EXECUTED as a DEED by MOUNT
STREET MORTGAGE SERVICING
LIMITED acting by
.....*GRANT TIGHT*.....
as attorney under a Power of Attorney
dated*11/5/22*.....
in the presence of:

[Signature]
[Redacted]

Witness Signature*[Signature]*.....
Witness Name
(BLOCK CAPS)**TIANA TAYLOR**.....
Address**100 Wood Street**.....
.....**London EC2V 7AN**.....
Occupation**ASSOCIATE**.....

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

HEYFORD PARK ESTATE LIMITED

-and-

HEYFORD COMMERCIAL DEVELOPMENT LIMITED

-and-

HEYFORD COMMERCIAL LIMITED

-and-

UPPER HEYFORD GP LIMITED and UPPER HEYFORD NOMINEE LIMITED

-and-

NEW COLLEGE OXFORD

-and-

HUGH JONES

-and-

LLOYDS BANK PLC

-and-

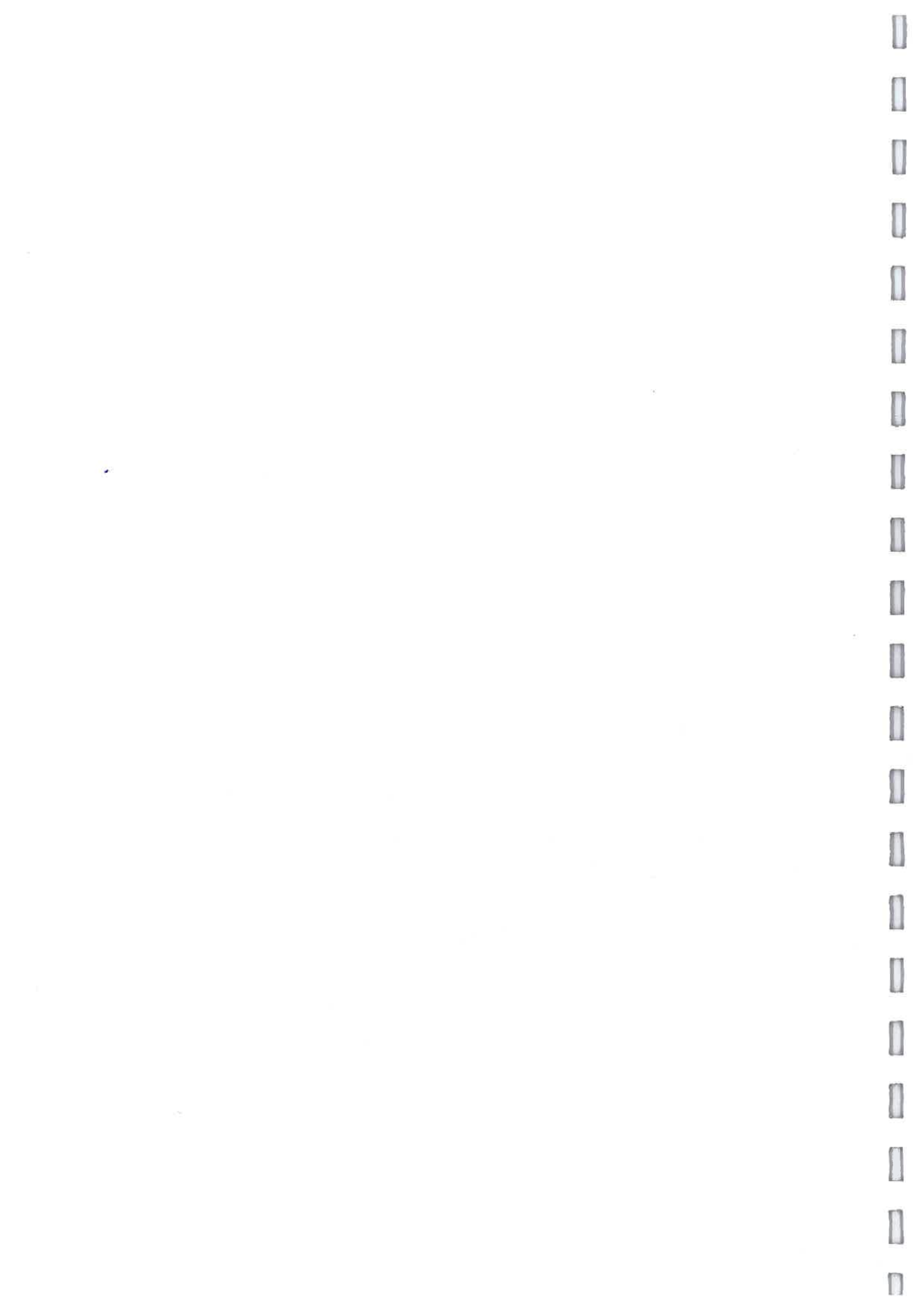
MOUNT STREET MORTGAGE SERVICING LIMITED

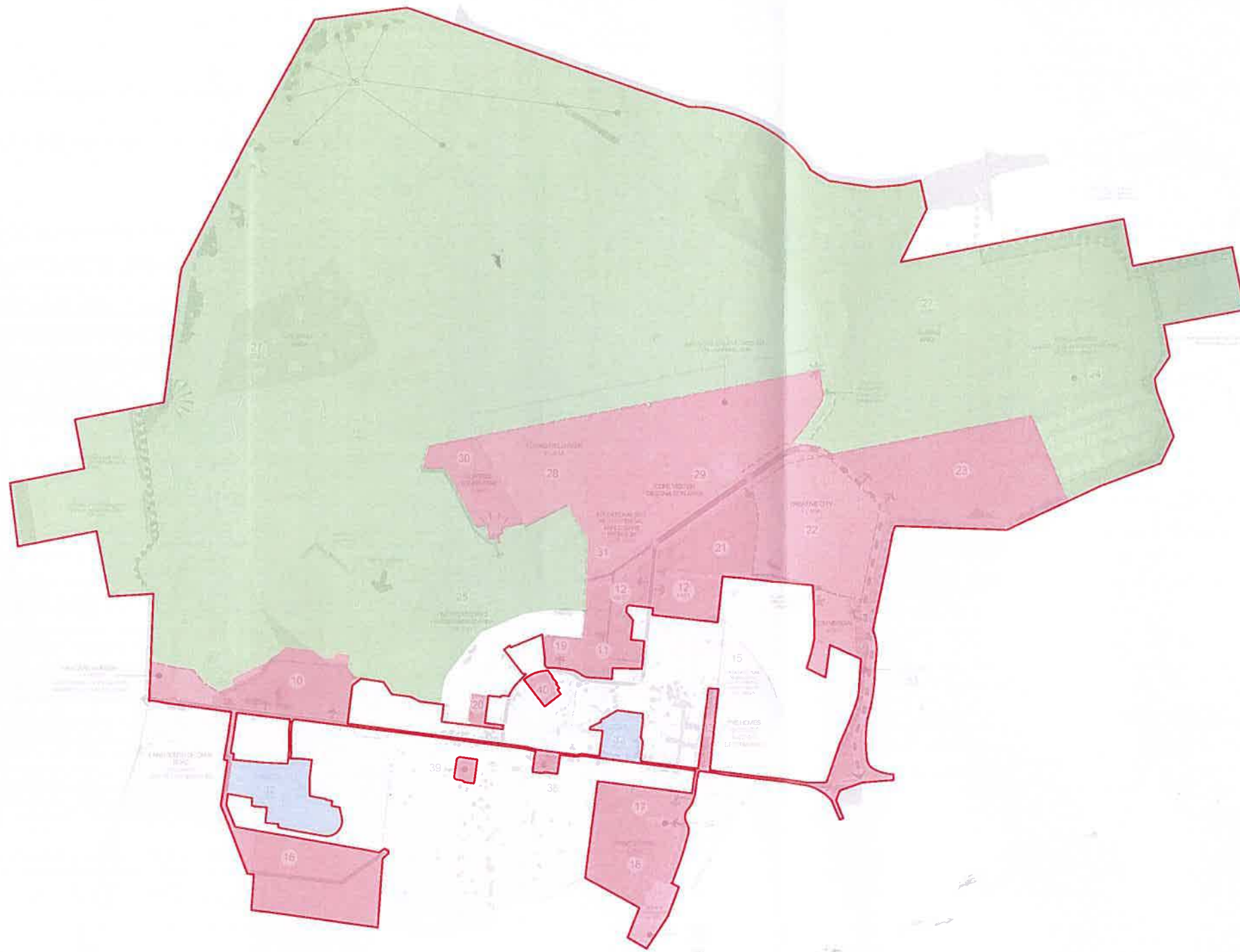
PLANNING OBLIGATION BY DEED OF AGREEMENT

**under Section 106 of the Town and Country Planning Act 1990
relating to land at Larsen Road, Upper Heyford, Oxon**

VOLUME TWO: APPENDIX

PLANS





- KEY**
- APPLICATION BOUNDARY
 - OBLIGATION LAND
 - FLYING FIELD LAND
 - SCHOOL SITES

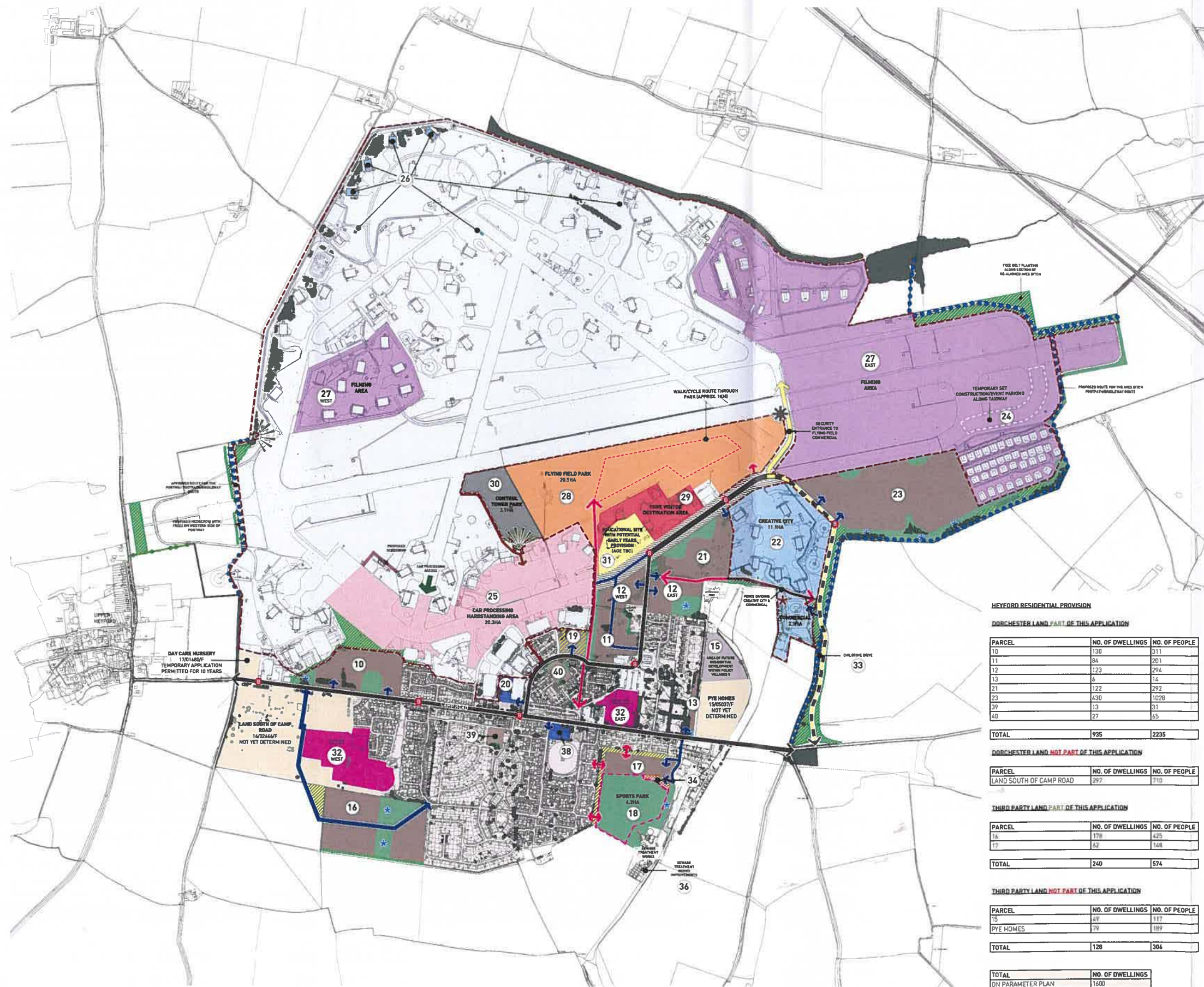


CDP 20837



HEYFORD PARK - APPLICATION PLAN





- PROPOSALS KEY**
- LAND USE**
- EXISTING BUILT DEVELOPMENT/PROPOSALS
 - EXISTING COMMERCIAL AREAS
 - EXISTING APPLICATIONS WITHIN MASTERPLAN AREA
LAND SOUTH OF CAMP ROAD, VILLAGE CENTRE NORTH, DAY NURSERY & PYE HOMES
 - RESIDENTIAL
 - CREATIVE CITY / COMMERCIAL
 - CAR PROCESSING
 - MIXED USE
 - FLYING FIELD PARK
 - CORE VISITOR DESTINATION AREA
 - EDUCATIONAL SITE WITH POTENTIAL EARLY YEARS PROVISION (AGE TBC) INCLUDING NEW BUILDING
 - ANCILLARY OPEN ACTIVITY SUCH AS PARKING
 - FILMING ACTIVITY AREA
 - HEYFORD FREE SCHOOL SITES TO BE EXTENDED/EXPANDED
UP TO 60 EXTRA CARE DWELLINGS (CLASS C2/C3)
0.9HA
 - AREA FOR COMMUNITY USES
 - CONTROL TOWER PARK
 - GREEN INFRASTRUCTURE INCLUDING CHILDREN'S PLAY AREAS
- GREEN INFRASTRUCTURE**
- STRATEGIC LANDSCAPE BUFFER
 - COMMUNITY ORCHARD / ALLOTMENTS
 - SPORTS PARK
 - APPROXIMATE LOCATION OF ATTENUATION AREAS
 - PROPOSED SCREENING
 - VIEWPOINT ACROSS SITE
 - EXISTING VEGETATION SUBJECT TO DETAILED TREE SURVEY (CLASS 'C' HATCHED GREEN)
- ACCESS & MOVEMENT**
- BUS ROUTE, VEHICLE ACCESS & FOOTWAYS
 - PRIMARY VEHICULAR ACCESS
 - PRIMARY HGV ACCESS
 - MAINTENANCE ACCESS
 - PRIMARY PEDESTRIAN / CYCLE ROUTES WHERE NOT IN ASSOCIATION WITH VEHICLE ACCESS
 - PRIMARY CAR PROCESSING ACCESS
 - SECONDARY COMMERCIAL ACCESS
 - POTENTIAL BUS STOP LOCATIONS
 - FOOTPATH/BRIDLEWAY ROUTE
- OTHER**
- SECURITY FENCE
 - PARCEL NUMBER
 - OBSERVATION TOWER & ZIPWIRE
 - APPROXIMATE LOCATION OF ENERGY INFRASTRUCTURE / FACILITY

HEYFORD RESIDENTIAL PROVISION

DORCHESTER LAND PART OF THIS APPLICATION

PARCEL	NO. OF DWELLINGS	NO. OF PEOPLE
10	130	311
11	84	201
12	123	294
13	6	14
21	122	292
23	430	1028
39	13	31
40	27	65
TOTAL	935	2235

DORCHESTER LAND NOT PART OF THIS APPLICATION

PARCEL	NO. OF DWELLINGS	NO. OF PEOPLE
LAND SOUTH OF CAMP ROAD	297	710

THIRD PARTY LAND PART OF THIS APPLICATION

PARCEL	NO. OF DWELLINGS	NO. OF PEOPLE
16	178	425
17	62	148
TOTAL	240	574

THIRD PARTY LAND NOT PART OF THIS APPLICATION

PARCEL	NO. OF DWELLINGS	NO. OF PEOPLE
15	47	117
PYE HOMES	79	189
TOTAL	128	306

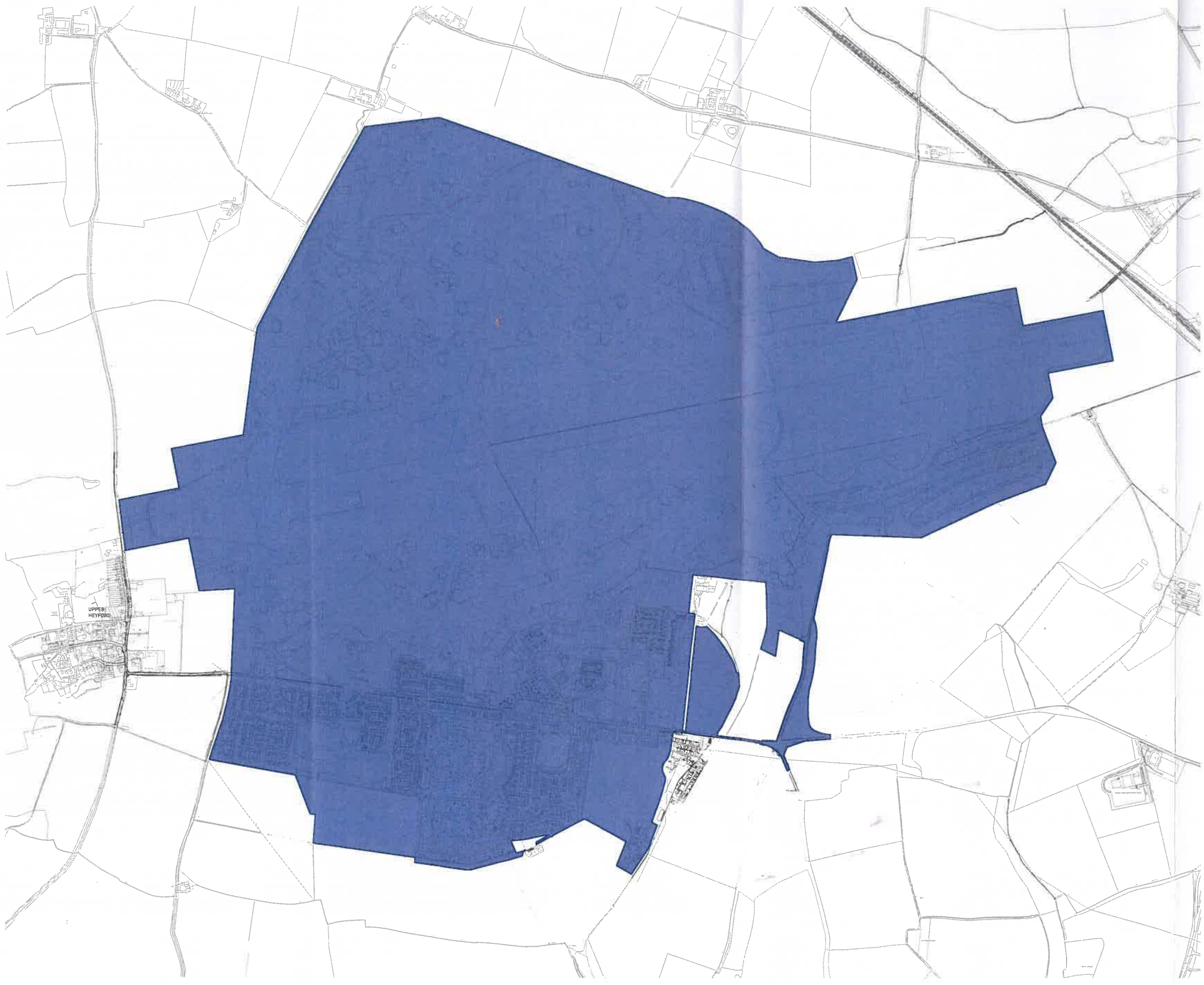
TOTAL	NO. OF DWELLINGS
ON PARAMETER PLAN	1600
PART OF THIS APPLICATION	1175
NOT PART OF THIS APPLICATION	425

NOTE: NO. OF PEOPLE IS BASED ON 2.39 PERSONS PER DWELLING

LOC 20837



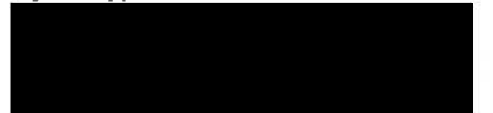
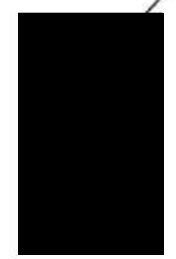
HEYFORD PARK - COMPOSITE PARAMETER PLAN



KEY



SECTION 106 AREA



CDC 20837



HEYFORD PARK - PHASE 9 SECTION 106 PLAN



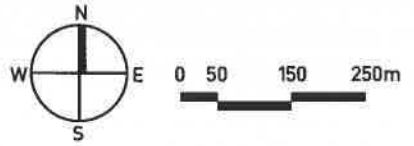
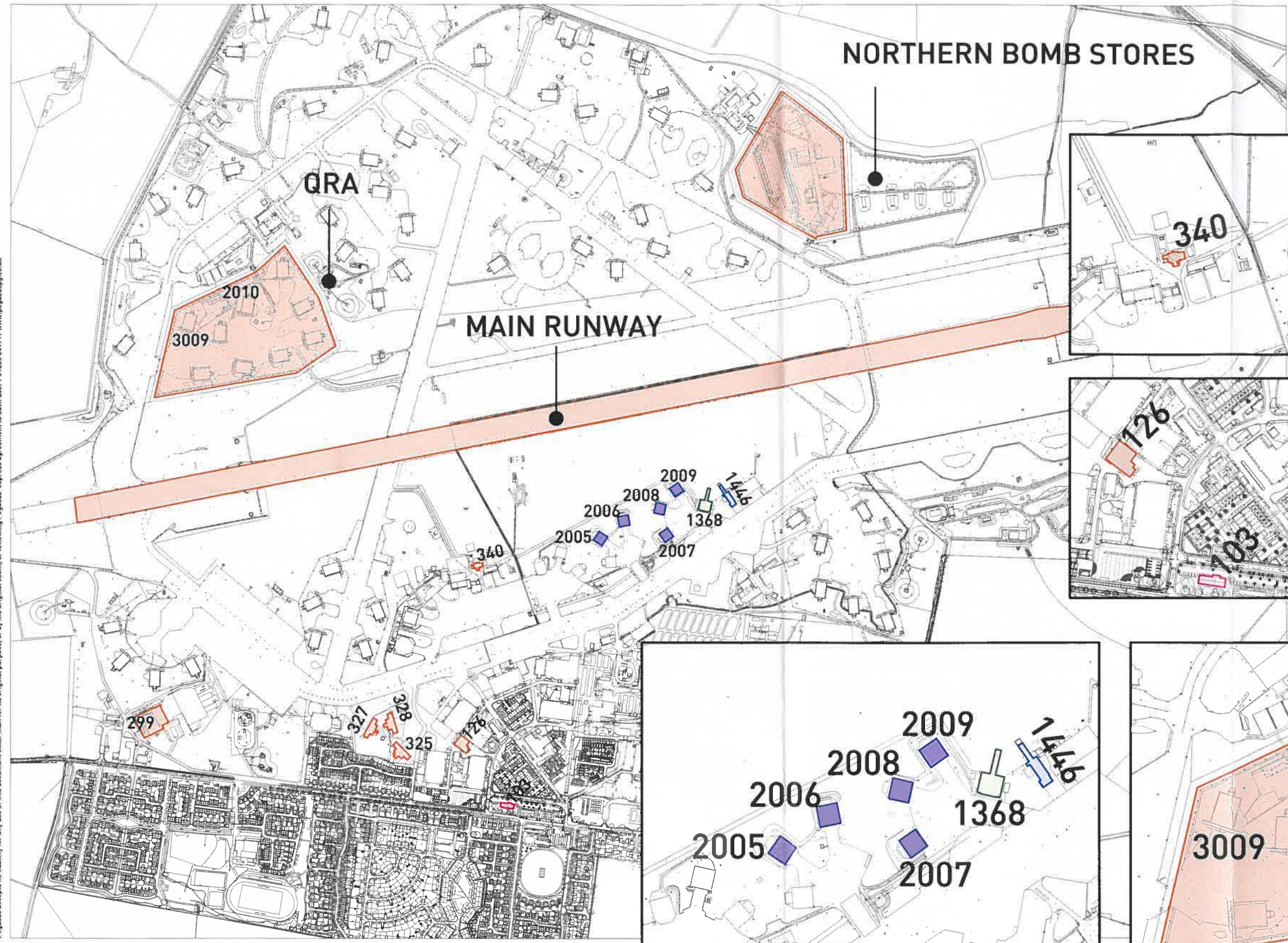
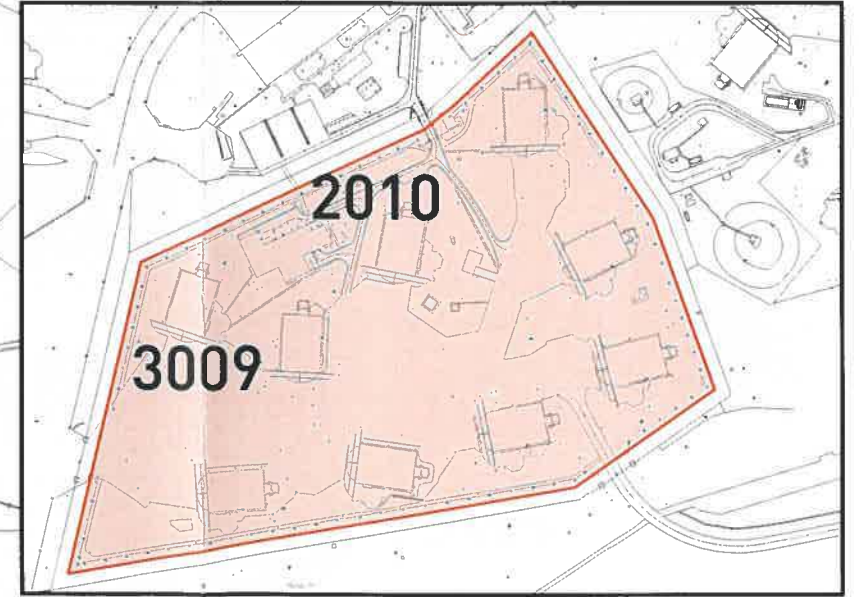
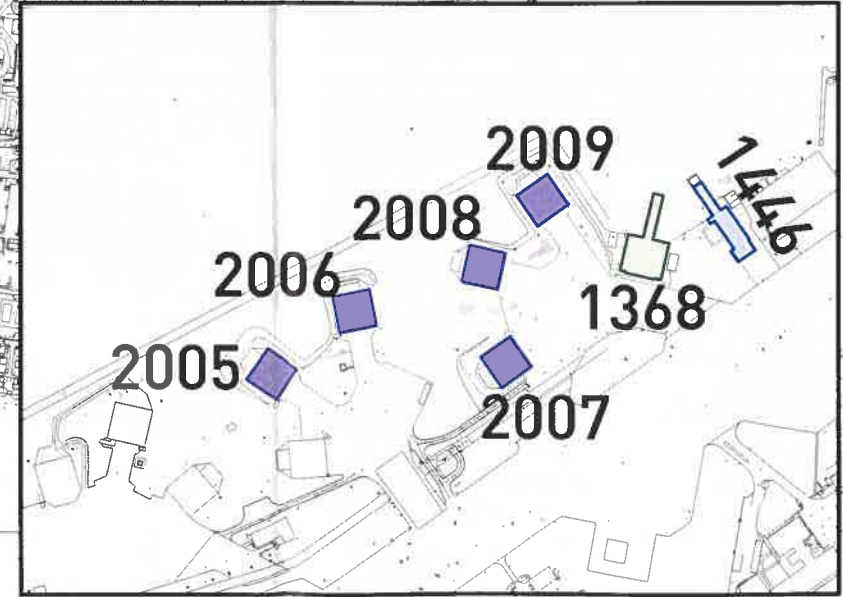
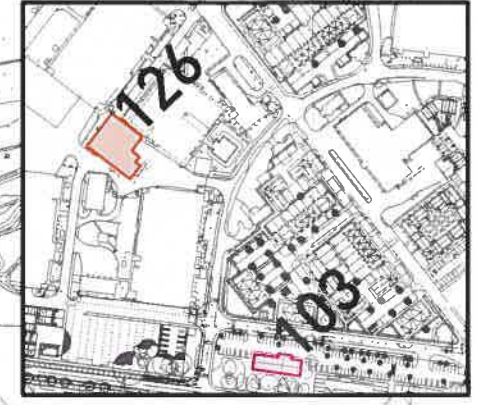
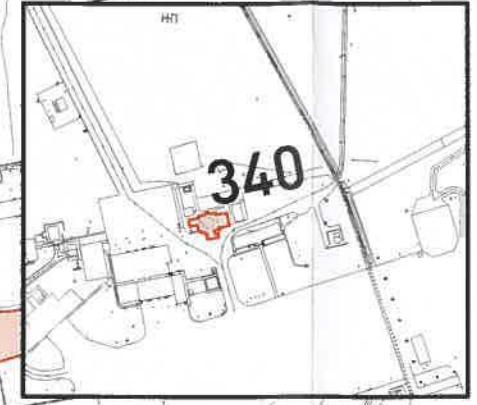
- HERITAGE TOURS
- EXISTING HERITAGE CENTRE
- VICTOR ALERT BUILDING
- NEW HERITAGE CENTRE
- EXHIBITION SPACE



NORTHERN BOMB STORES

QRA

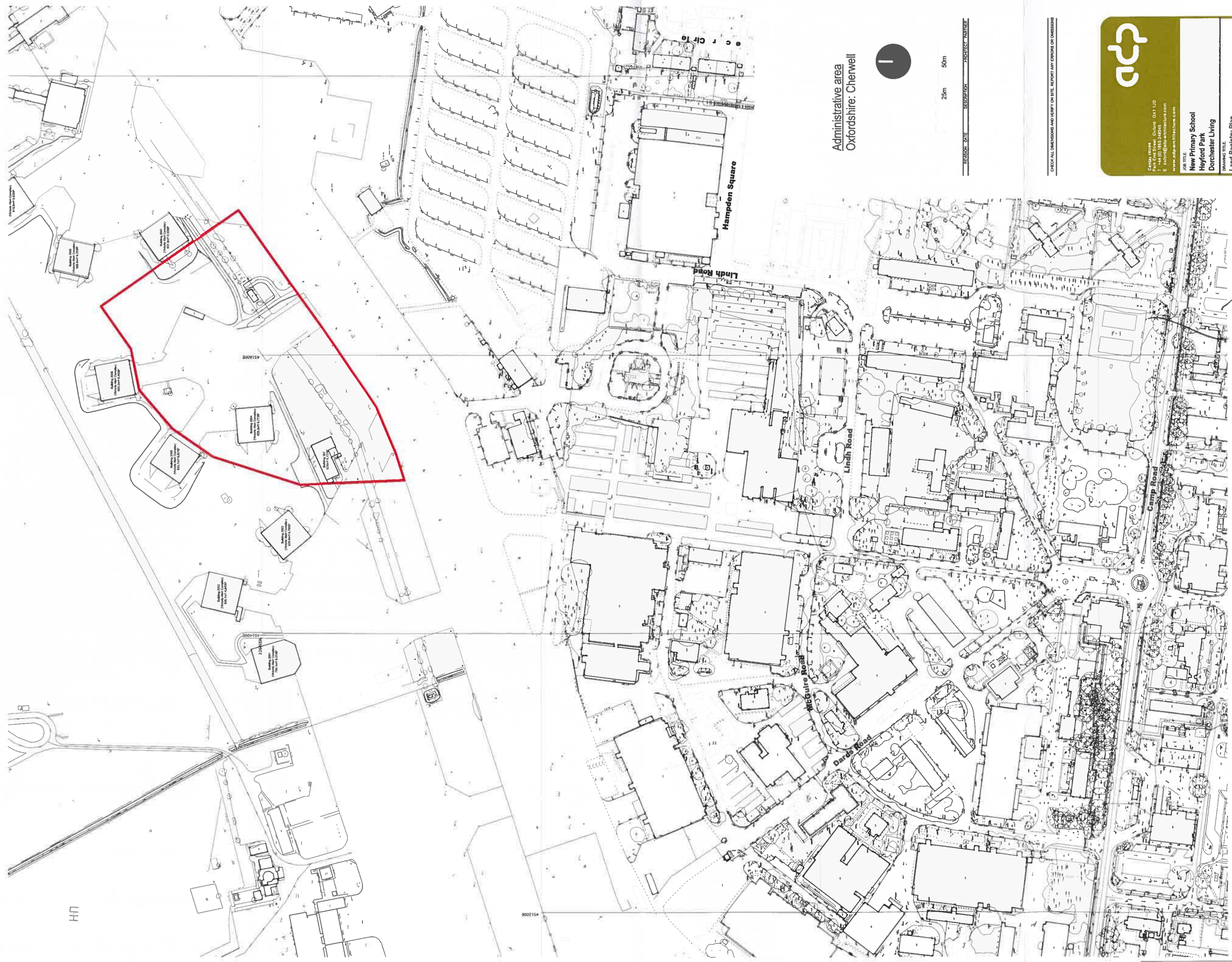
MAIN RUNWAY



HEYFORD PARK - HERITAGE ASSET PLAN



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Administrative area
Oxfordshire: Cherwell



25m 50m













REVISION DATE DESCRIPTION ARCHITECT / DATE

CHECK ALL DIMENSIONS AND VERIFY ON SITE. REPORT ANY ERRORS OR OMISSIONS

CAROLYN BROWN • Oxford OX1 1UD
 T +44 (0) 1865 348545
 E info@adp-architecture.com
 www.adp-architecture.com

JOB TITLE	
New Primary School	
Hayford Park	
Dorchester Living	
DRAWING TITLE	
Land Registry Plan	
SCALE	DRAWING SHEET SIZE
1 : 1250	A1
JOB CODE	DRAWING NUMBER
HPVC3	ADP-XX-XX-DR4-0980
REVISION	

CDC 20837

-  Site boundary area
-  Continuous drainage gully to prevent water run off from adjacent site
-  Coach layby
-  School boundary abuts highway
-  Storm water laterals
-  Service entry points (Telecom, communications, electricity, gas and water)
-  Foul water laterals- invert 2.5m deep from level plateau at site boundary. Therefore invert level on the boundary to be 121.00 AOD or deeper
-  Pedestrian entrance
-  6m radius vehicular access - 6m wide with 2m pavements both sides and kerbs to all access points
-  Hydrant
-  50dB LAeq 30mins
-  125.42 Existing levels

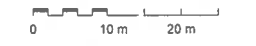


NOTES

- No dead ends in the vicinity of the school site to ensure vehicles do not manoeuvre near children
- Stormwater**
On surface attenuation provision, that accounts for the outfall from the school site, shall be provided outside of the boundary to the school site.
The stormwater outfall from the school site shall include for up to 0.5FE expansion over and above the 2FE proposed size of the school site.
This on the surface water storage shall form part of the overall surface water management infrastructure, for the host development, and shall fall under the responsibility of the appointed Management and Maintenance Company to maintain, in perpetuity.
The stormwater invert, on the boundary shall always be deeper than 2m below the level of the building plateau (123.5). The plateau will be 123.5
- Storm and Foul water drainage**
Storm and foul water drainage shall be gravitational and demonstrated to be adequate for a 2.5FE school site

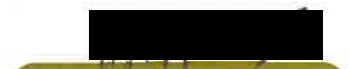


002 20837



REVISION DATE DESCRIPTION ARCHITECT DRAWN

CHECK ALL DIMENSIONS AND VERIFY ON SITE. REPORT ANY ERRORS OR OMISSIONS



Canary House
Park End Street, Oxford, OX1 1JD
T: +44 (0) 1865 248945
E: oxford@adp-architecture.com
www.adp-architecture.com

JOB TITLE
New Primary School
Hayford Park
Dorchester Living

DRAWING TITLE
S106 School Plan

SCALE: 1: 500	DRAWING SHEET SIZE: A1
JOB CODE: HPVC3	DRAWING NUMBER: ADP-XX-XX-DR4-0910
REVISION	

This line should measure 100mm along x and y axes when printed



SCHEME EXTENTS

EXISTING HARDSHOULDER TO BE TERMINATED IN ADVANCE OF THE PROPOSED LEFT TURN LANE. END OF HARDSHOULDER MARKINGS SHALL BE IN ACCORDANCE WITH TSRGD DIA 1040.5

EXISTING TRAFFIC SIGNS WITHIN THE PROPOSED SCHEME EXTENTS TO BE REMOVED. ALL NEW TRAFFIC SIGNS SHALL BE MOUNTED ON PASSIVELY SAFE POSTS WHERE THERE IS A REQUIREMENT TO PROTECT SUCH SIGNS AGAINST VEHICLE IMPACT

PROPOSED STREET LIGHTING EXTENTS ON THE M40 J10 SB EXIT SLIP ROAD TO BE REVIEWED AS PART OF THE DETAILED DESIGN. ALL NEW STREET LIGHTING SHALL BE PASSIVELY SAFE

EXISTING M40 J10 SB EXIT SLIP ROAD TO HAVE AN ADDITIONAL LANE NEAR-SIDE LANE CONSTRUCTED WHICH IS TO UTILISE PART OF THE EXISTING HARDSHOULDER. TOTAL LENGTH OF NEW LANE SHALL BE 80M, WITH 3.65M WIDE LANES

EXISTING OFFSIDE RRS TO BE REMOVED

M40 J10 EXIT SLIP RD TO A43 PADBURY ROUNDABOUT TO BE SIGNALISED. LOCATION OF MOVA LOOPS & DUCTING TO BE INSTALLED WITHIN THE SLIP ROAD TO BE DETERMINED AT DETAILED DESIGN

EXISTING M40 J10 EXIT SLIP RD & A43 HIGHWAY DRAINAGE TO BE REVIEWED AT DETAILED DESIGN TO DETERMINE EXISTING CAPACITY. ANY ADDITIONAL HIGHWAY FLOWS SHALL BE ATTENUATED WITHIN THE EXISTING HIGHWAY BOUNDARY PRIOR TO IT BEING DISCHARGED INTO THE EXISTING ATTENUATION BASIN

EXISTING ATTENUATION BASIN

A43 RESURFACING EXTENTS SHALL BE DETERMINED AT THE DETAILED DESIGN STAGE ONCE ALL GEOMETRY REQUIREMENTS ARE KNOWN

EXISTING A43 PADBURY ROUNDABOUT TO BE FULLY SIGNALISED

A43/M40 J10 PADBURY ROUNDABOUT

EXISTING STREET LIGHTING AT A43 PADBURY ROUNDABOUT TO BE REVIEWED WITHIN SCHEME EXTENTS AS PART OF THE DETAILED DESIGN. ALL NEW STREET LIGHTING SHALL BE PASSIVELY SAFE

A43 RESURFACING EXTENTS SHALL BE DETERMINED AT THE DETAILED DESIGN STAGE ONCE ALL GEOMETRY REQUIREMENTS ARE KNOWN

A43 N

A43 S

A43 N

A43 S

M40 NB

M40 SB

SCHEME EXTENTS

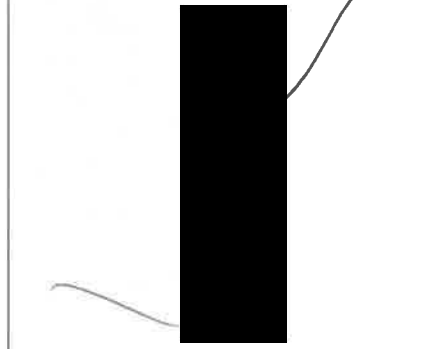
SCHEME EXTENTS

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED

KEY:

- PROPOSED CARRIAGEWAY WIDENING WORKS.
- PROPOSED SPLITTER ISLANDS AND HARDSTANDING AREAS.
- EXISTING VERGE.
- EXISTING CARRIAGEWAY AREA TO REMAIN WITHIN EXTENTS OF WIDENING WORKS.
- PROPOSED TRAFFIC SIGNALS
- HIGHWAYS ENGLAND MAINTENANCE BOUNDARY



REV	DETAILS	CHKD	APPD	DATE

DRAWN	JSL	DRAWING STATUS	
DESIGN	ADB	WORK IN PROGRESS	<input checked="" type="checkbox"/>
CHKD		PRELIMINARY DRAWING	<input type="checkbox"/>
APPD		EXTERNAL ISSUE	<input type="checkbox"/>
DATE		AS-BUILT	<input type="checkbox"/>
SUITABILITY	S3	NOT FOR ISSUE	<input type="checkbox"/>

CLIENT

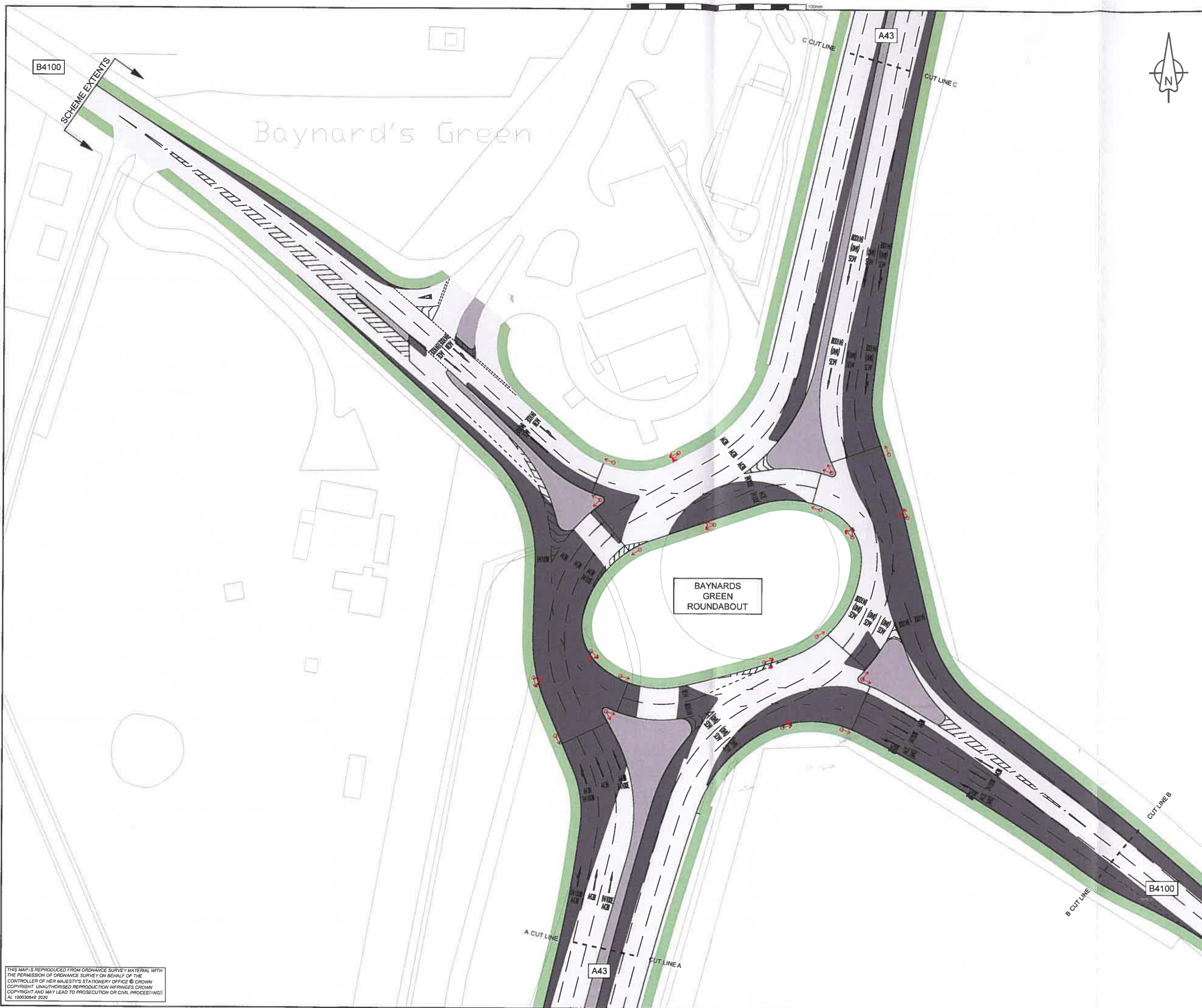
AGENT

SCHEME NAME
M40 J10 IMPROVEMENT SCHEME

DRAWING TITLE
PADBURY ROUNDABOUT
GENERAL ARRANGEMENT

ORIG DRAWING SIZE	A1	DIMENSIONS	m
COPYRIGHT © KIER		SCALE	1:500
DRAWING NUMBER	PROJECT	ORIGINATOR	VOLUME
HE604237	- KIER	GEN	2170038
M40_J10_Z	- DR - CH - 0100_04		
LOCATION	TYPE	ROLE	NUMBER

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- NOTES:**
 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED
- KEY:**
- PROPOSED CARRIAGEWAY WIDENING WORKS
 - PROPOSED SPLITTER ISLANDS AND HARDSTANDING AREAS
 - VERGE
 - EXISTING CARRIAGEWAY AREA TO REMAIN WITHIN EXTENTS OF WIDENING WORKS
 - PROPOSED TRAFFIC SIGNALS

[Redacted signature area]

[Redacted signature area]

[Redacted signature area]

REV	DETAILS	CHKD	APPR	DATE

DRAWN: ADB	DRAWING STATUS: WORK IN PROGRESS
DESIGN: ADB	PRELIMINARY DRAWING
CHKD: [Redacted]	EXTERNAL ISSUE
APPD: [Redacted]	AS-BUILT
DATE: [Redacted]	NOT FOR ISSUE
SUITABILITY: S0	

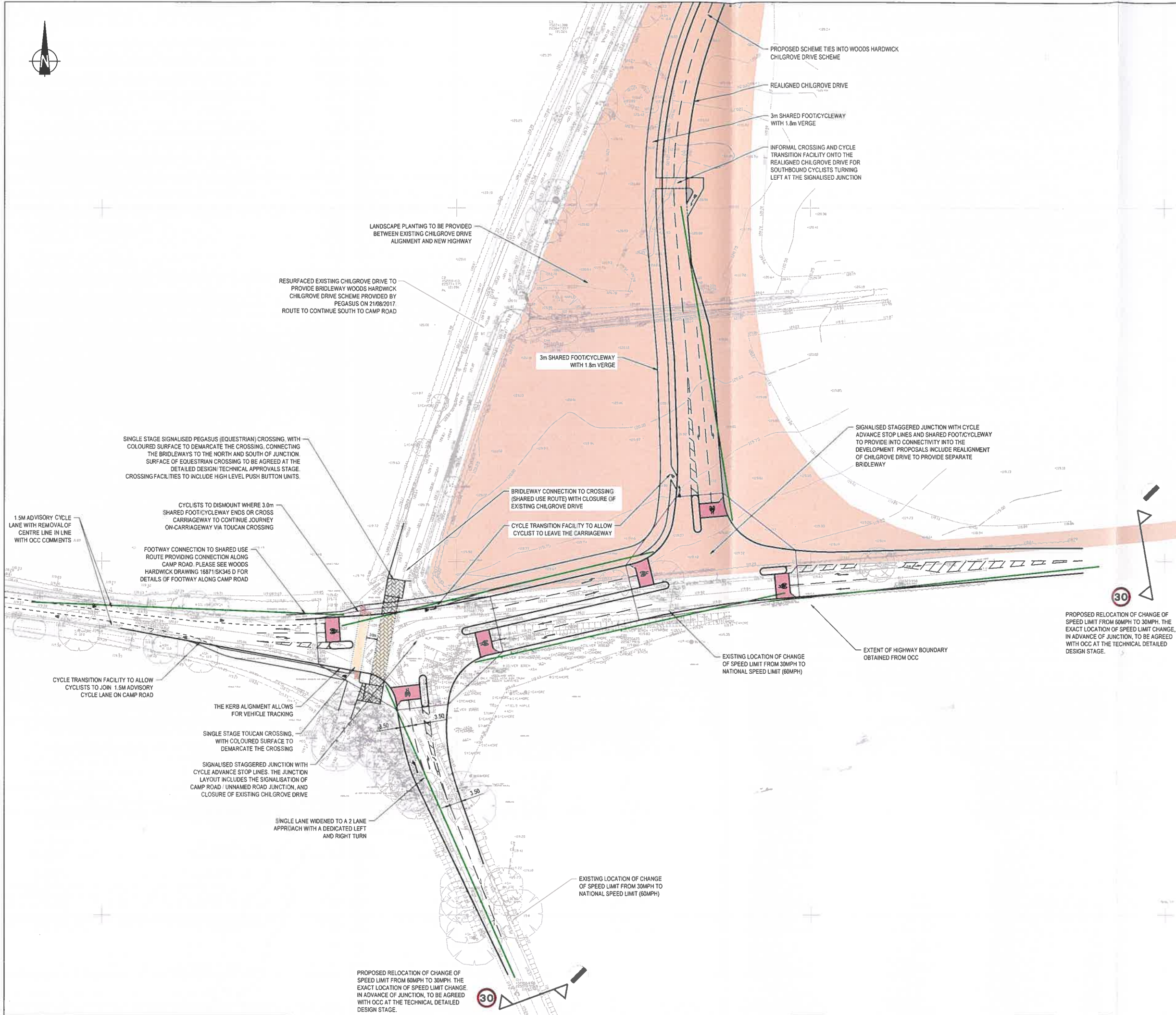


SCHEME NAME
M40 J10 IMPROVEMENT SCHEME

DRAWING TITLE
**BAYNARDS GREEN ROUNDABOUT
 GENERAL ARRANGEMENT
 SHEET 1 OF 2**

ORIG DRAWING SIZE: A1	DIMENSIONS: m
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DRAWING NUMBER: HE604237 - KIER - GEN	SCHEME REFERENCE No: 2170038
PROJECT: M40_JN10_Z - DR - CH - 0100_02	REVISION: -
LOCATION: [Redacted]	TYPE: [Redacted]
ROLE: [Redacted]	NUMBER: [Redacted]

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- KEY:
- HIGHWAY BOUNDARY INFORMATION RECEIVED FROM OXFORD COUNTY COUNCIL ON 13.03.17 AND INTERPRETED BY STANTEC
 - LAND UNDER THE CLIENT'S CONTROL. LAND TITLE ON288089 (UPPER HEYFORD GP LTD)
 - 90M STOPPING SIGHT DISTANCE TO A PRIMARY SIGNAL HEAD IN ACCORDANCE WITH DMRB FOR A 30MPH ROAD
 - JUNCTION INTERVISIBILITY

Mark	Revision	Date	Drawn	Chkd	Appd
I	UPDATED TO STANTEC BORDER	26.02.20	PC	PR	-
H	ADDITIONAL UPDATES FOLLOWING OCC COMMENTS	10.10.18	PC	-	-
G	COMMENTS FROM OCC INCORPORATED INTO PLAN	02.10.18	PC	-	-
F	COMMENTS FROM THE BHS INCORPORATED INTO PLAN	07.06.18	JDS	PR	-
E	COLOURED SURFACE PROVIDED ON CROSSING	19.03.18	PC	PR	-
D	REVISED IN ACCORDANCE WITH OCC COMMENTS 05/03/18	19.03.18	PC	PR	MW
C	REVISED PEDESTRIAN CYCLE ROUTE ALONG CHILGROVE DRIVE	08.02.18	JHo	PC	PR
B	ADDED NOTE ON PLANTING	17.01.18	AA	PR	-
A	AMENDMENTS MADE IN ACCORDANCE WITH OCC COMMENTS	04.01.18	PC	PR	-

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Drawing Issue Status

FOR DISCUSSION

**HEYFORD PARK, TRANCHE 2
 CHILGROVE DRIVE
 POTENTIAL SIGNALISED JUNCTION**

Client
DORCHESTER GROUP

Date of 1st Issue 06.10.2017	Designed JHo	Drawn JHo
A1 Scale 1:500	Checked PC	Approved PR
Drawing Number 39304/5501/SK26	Revision I	

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BRISTOL
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PROPOSED RELOCATION OF CHANGE OF SPEED LIMIT FROM 60MPH TO 30MPH. THE EXACT LOCATION OF SPEED LIMIT CHANGE IN ADVANCE OF JUNCTION, TO BE AGREED WITH OCC AT THE TECHNICAL DETAILED DESIGN STAGE.

PROPOSED RELOCATION OF CHANGE OF SPEED LIMIT FROM 60MPH TO 30MPH. THE EXACT LOCATION OF SPEED LIMIT CHANGE IN ADVANCE OF JUNCTION, TO BE AGREED WITH OCC AT THE TECHNICAL DETAILED DESIGN STAGE.



- 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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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:**
- Proximity of works to a live carriageway
 - Possible presence of existing services
 - Protection of trees and hedges

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

- Highway Boundary Limits
- Possible Future Footpath
- Banking
- Banking outside of boundary
- Proposed Footpath
- Soft Landscaping
- Assumed Banking
- Footpath Dimensions

45.5m where a 3.0m cyclelink extension would fit including a crossing point at the eastern edge

Camp Road

2.3m

1.3m

B	Cycle lane vegetation removed	AT	AT	09.08.20	
A	Cycleway markings and other crossing added	AT	JGF	21.08.20	
REV	DESCRIPTION	DRN	CHD	DATE	
<input type="checkbox"/>	PRELIMINARY	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	TENDER
<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/>	AS BUILT		

SCALE 1:200 @ A0 DATE JULY 2020

DRAWN NK CHK JGF

DRAWING NO: 16871-SK381 REV B

TITLE CAMP ROAD UPPER HEYFORD

DETAILS POSSIBLE FOOTPATH SECTION 278 WORKS ON CAMP ROAD EAST

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Architecture Engineering Planning Surveying

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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:

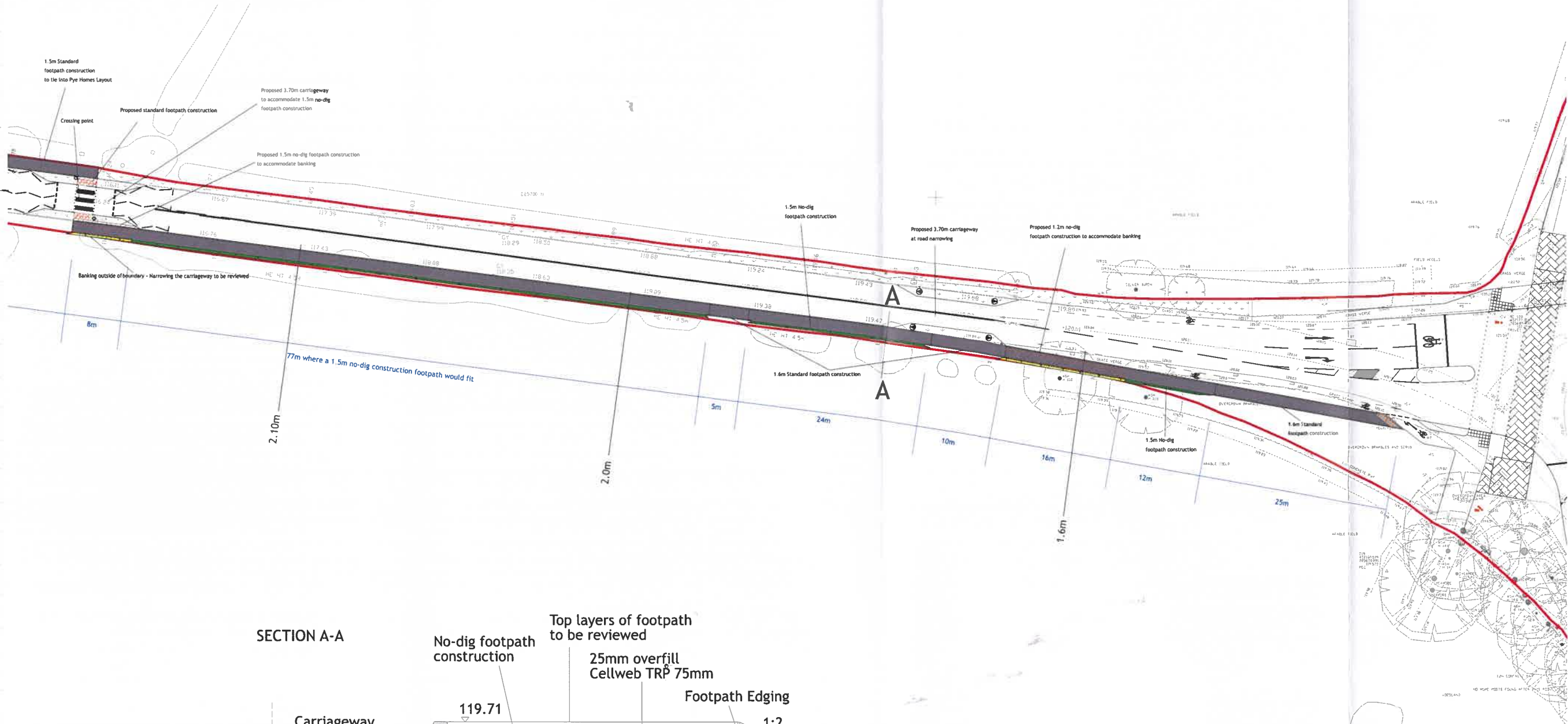
- Proximity of works to a live carriageway
- Possible presence of existing services
- Protection of trees and hedges

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

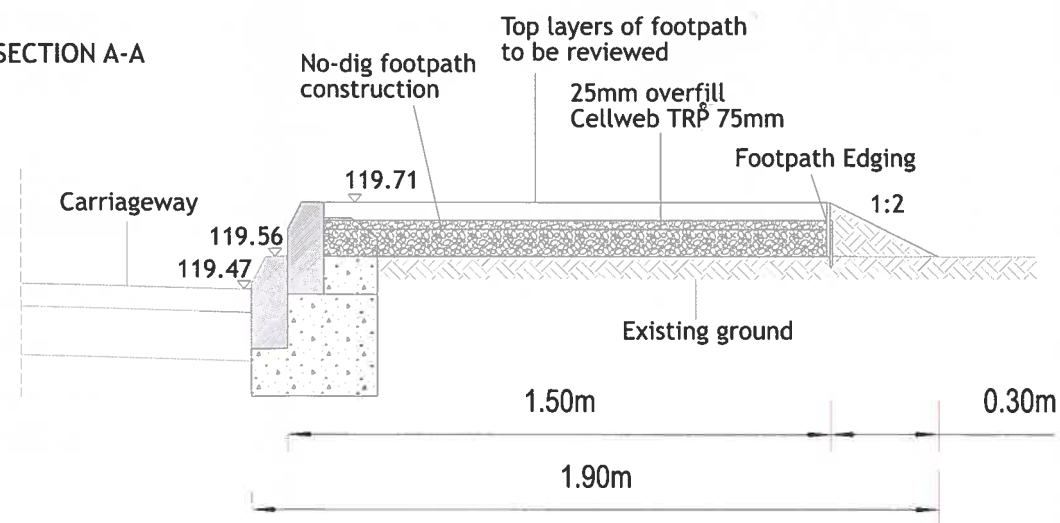
It is assumed that all works will be carried out by a competent Contractor, where appropriate, to an approved method statement.

KEY

- Highway Boundary Limits
- Possible Future Footpath
- Banking
- Banking outside of boundary
- Proposed Footpath
- Soft Landscaping
- Assumed Banking
- Footpath Dimensions



SECTION A-A



REV	DESCRIPTION	DRN	CHKD	DATE
B	Cycle lane separation removed. Additional narrowing added	AT	AT	09.09.20
A	On-carriageway cycle lane markings added	JGF	JGF	21.08.20

SCALE 1:200 @ AD DATE JULY 2020

DRAWN NK CHK JGF

DRAWING NO. 16871-SK380 REV B

TITLE CAMP ROAD UPPER HEYFORD

DETAILS POSSIBLE FOOTPATH SECTION 278 WORKS ON CAMP ROAD EAST

Woods Hardwick Architecture Engineering Planning Surveying

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ONLINE: mail@woods-hardwick.com | woods-hardwick.com

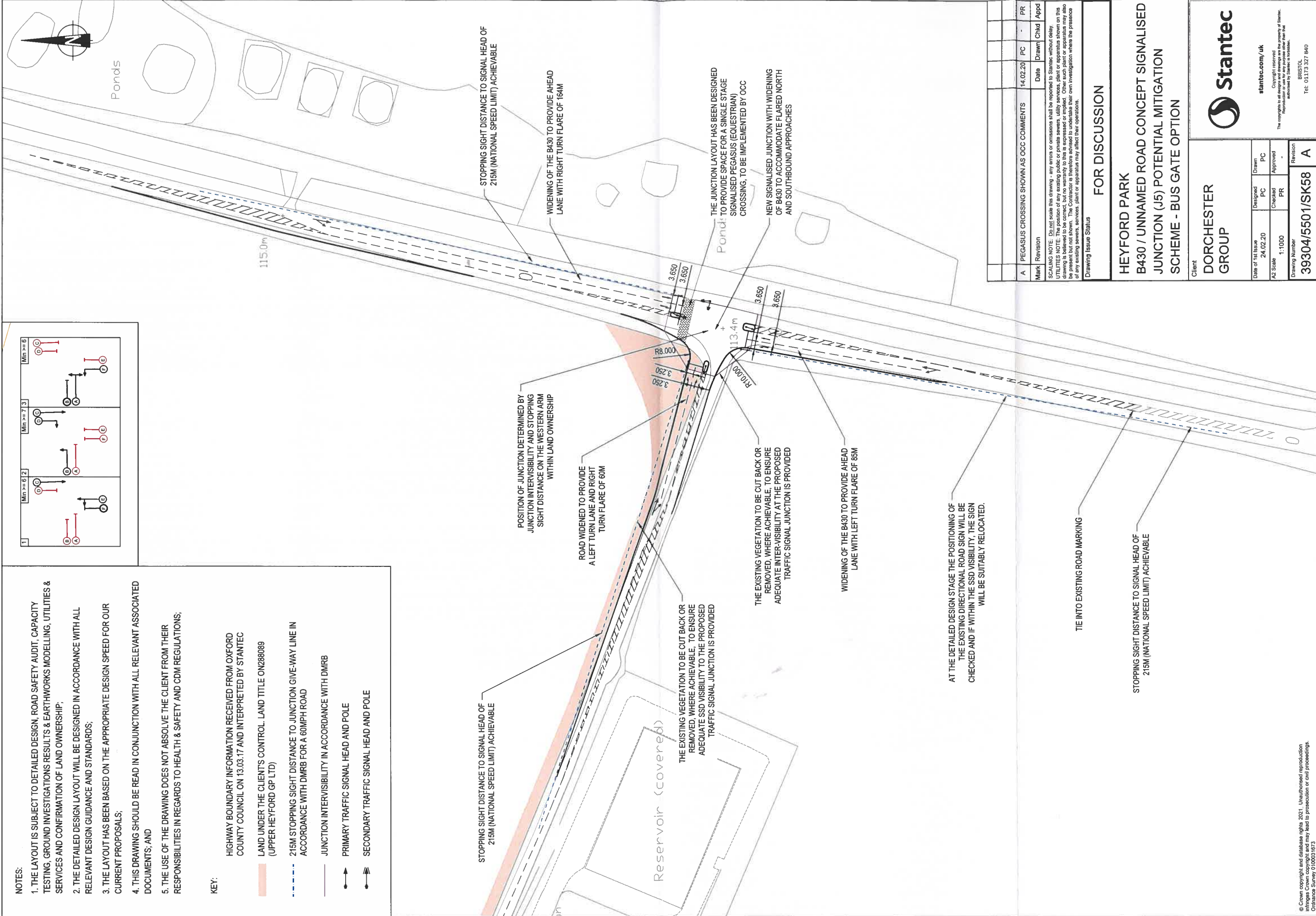
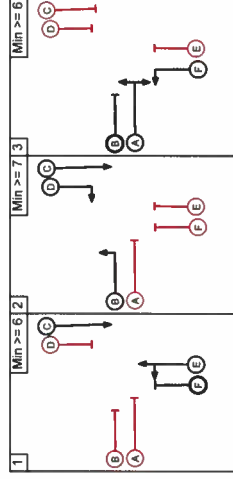
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS DRAWING

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KEY:

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- LAND UNDER THE CLIENT'S CONTROL. LAND TITLE ONZ280089 (UPPER HEYFORD GP LTD)
- 215M STOPPING SIGHT DISTANCE TO JUNCTION GIVE-WAY LINE IN ACCORDANCE WITH DMRB FOR A 60MPH ROAD
- JUNCTION INTERVISIBILITY IN ACCORDANCE WITH DMRB
- PRIMARY TRAFFIC SIGNAL HEAD AND POLE
- SECONDARY TRAFFIC SIGNAL HEAD AND POLE



Mark	Revision	Date	Drawn	Chkd	Appd
A	PEGASUS CROSSING SHOWN AS OCC COMMENTS	14.02.20	PC	-	PR

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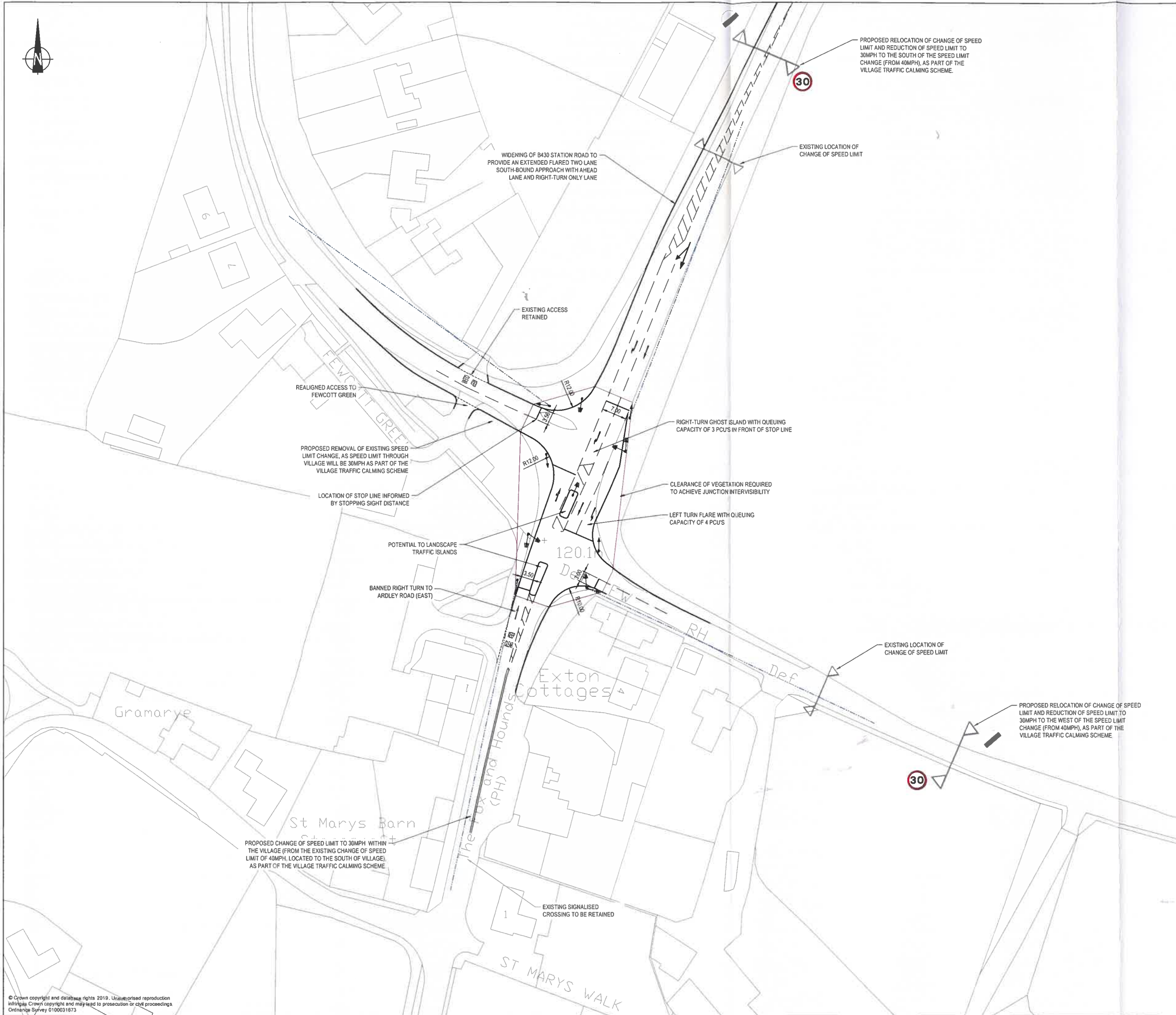
FOR DISCUSSION

**HEYFORD PARK
 B430 / UNNAMED ROAD CONCEPT SIGNALISED
 JUNCTION (J5) POTENTIAL MITIGATION
 SCHEME - BUS GATE OPTION**

Client
**DORCHESTER
 GROUP**



Date of 1st Issue	Designed	Drawn
24.02.20	PC	PC
A2 Scale	Checked	Approved
1:1000	PR	-
Drawing Number	Revision	
39304/5501/SK58	A	



- NOTES:
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- KEY
- 90M STOPPING SIGHT DISTANCE, FOR THE PROPOSED SPEED LIMIT OF 30MPH, TO NEAR-SIDE SIGNAL HEAD IN ACCORDANCE WITH DMRB CD123
 - JUNCTION INTERVISIBILITY TO DMRB (WORST CASE SHOWN FOR A STAGGERED CROSSROADS ARRANGEMENT)
 - PRIMARY TRAFFIC SIGNAL HEAD AND POLE
 - SECONDARY TRAFFIC SIGNAL HEAD AND POLE

Mark	Revision	Date	Drawn	Chkd	Appd

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Drawing Issue Status: **DRAFT**

**HEYFORD PARK
 CONCEPT SIGNALISED JUNCTION
 LAYOUT OF B430 STATION ROAD /
 ARDLEY ROAD - BANNED RIGHT TURN**

Client: **DORCHESTER GROUP**

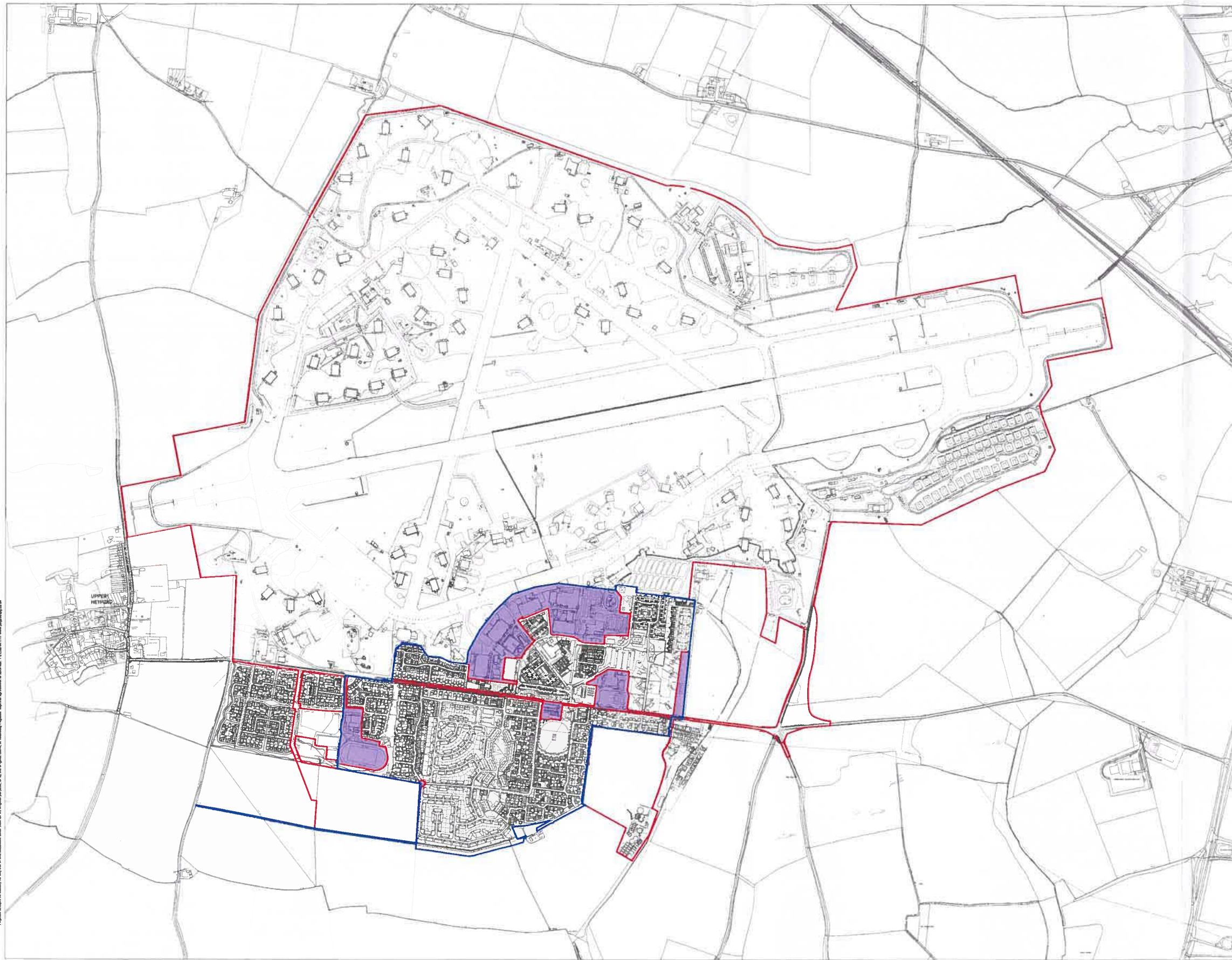
Date of 1st Issue: 20.02.20	Designed: P.C.	Drawn: P.C.
A1 Scale: 1:500	Checked: P.R.	Approved: -
Drawing Number: 39304/5501/SK65	Revision: -	

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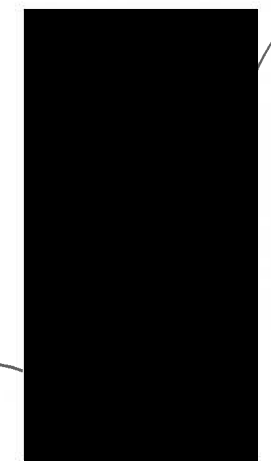
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- KEY**
- HYBRID APPLICATION BOUNDARY
 - NEW SETTLEMENT AREAS
 - BOUNDARY OVERLAP



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