DATED 6th January **2022**23

OXFORDSHIRE COUNTY COUNCIL

-and-

BDW TRADING LIMITED

and-

JEREMY JAMES LLOYD GREENING and CRESSIDA EMILY GREENING

Agreement relating to highway works at Land North of Dunmore Road, Abingdon, PK 5 to be undertaken by Developer (100.147)

JC/52596/1

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 Sixth day of January

Two Thousand and Twenty ~~Two~~ Three

BETWEEN:-

(1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")

(2) **BDW TRADING LIMITED** (company registration number 03018173) ("the First Owner")

(3) **JEREMY JAMES LLOYD GREENING and CRESSIDA EMILY GREENING** ("the Second Owner")

1. **Interpretation**

In this Deed:-

1.1 "the 1980 Act" means the Highways Act 1980

1.2 "the 1990 Act" means the Town and Country Planning Act 1990

1.3 "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 "Central Parcel" means the areas outlined in Purple on drawing DE187_050 annexed to this Deed

1.5 "Certificate of Completion" means a certificate issued under Condition 30 of the Standard Conditions

1.6 "the Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority or planning authority and any duly

appointed employee or agent of the Council or such successor

1.7 "the Dedication Plan" means the plan marked 8170542/6614 Rev A3 annexed to this Deed or such other plan as the Owner and the Developer and the Council agree should be substituted for it

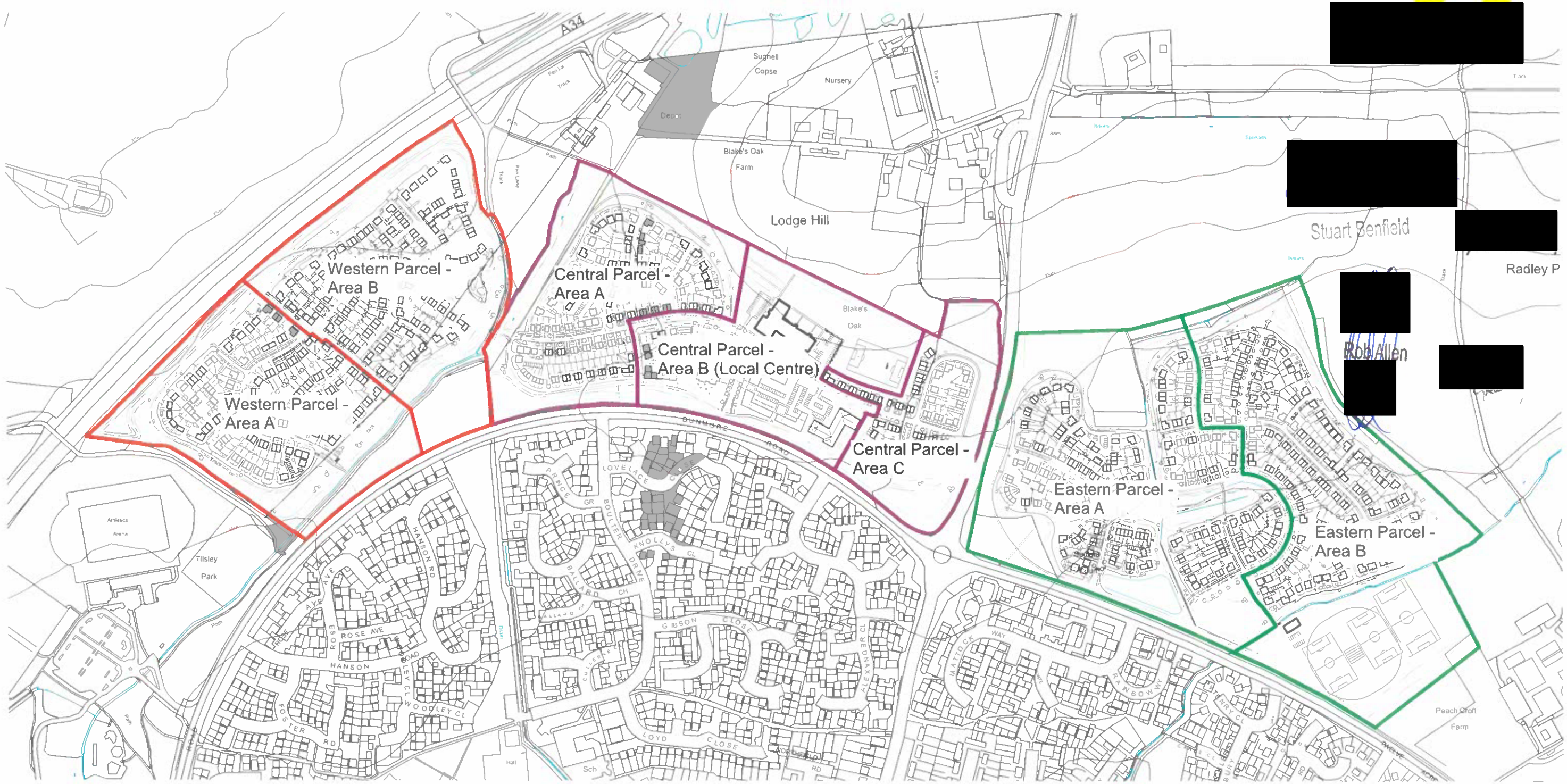
1.8 "the First Owner" means the said BDW Trading Limited whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill Coalville LE67 1UF and its successors in title and assigns

1.9 "the Development" means residential development of up to 900 dwellings and 50 retirement homes (use class C3), together with a local centre, (including: 2.2HA site for a 1.5fe primary school, community hub, care homes comprising up to 80 beds, children's nursery, public house/restaurant, retail and other services (use classes A1, A2, A3, A4, A5, B1, C2, D1 and D2) public open space, recreation areas and sports pitches (including sports pavilion and multi-use games area) play areas, acoustic bund with fencing, and associated infrastructure including roads, sewers and attenuation ponds

1.10 "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

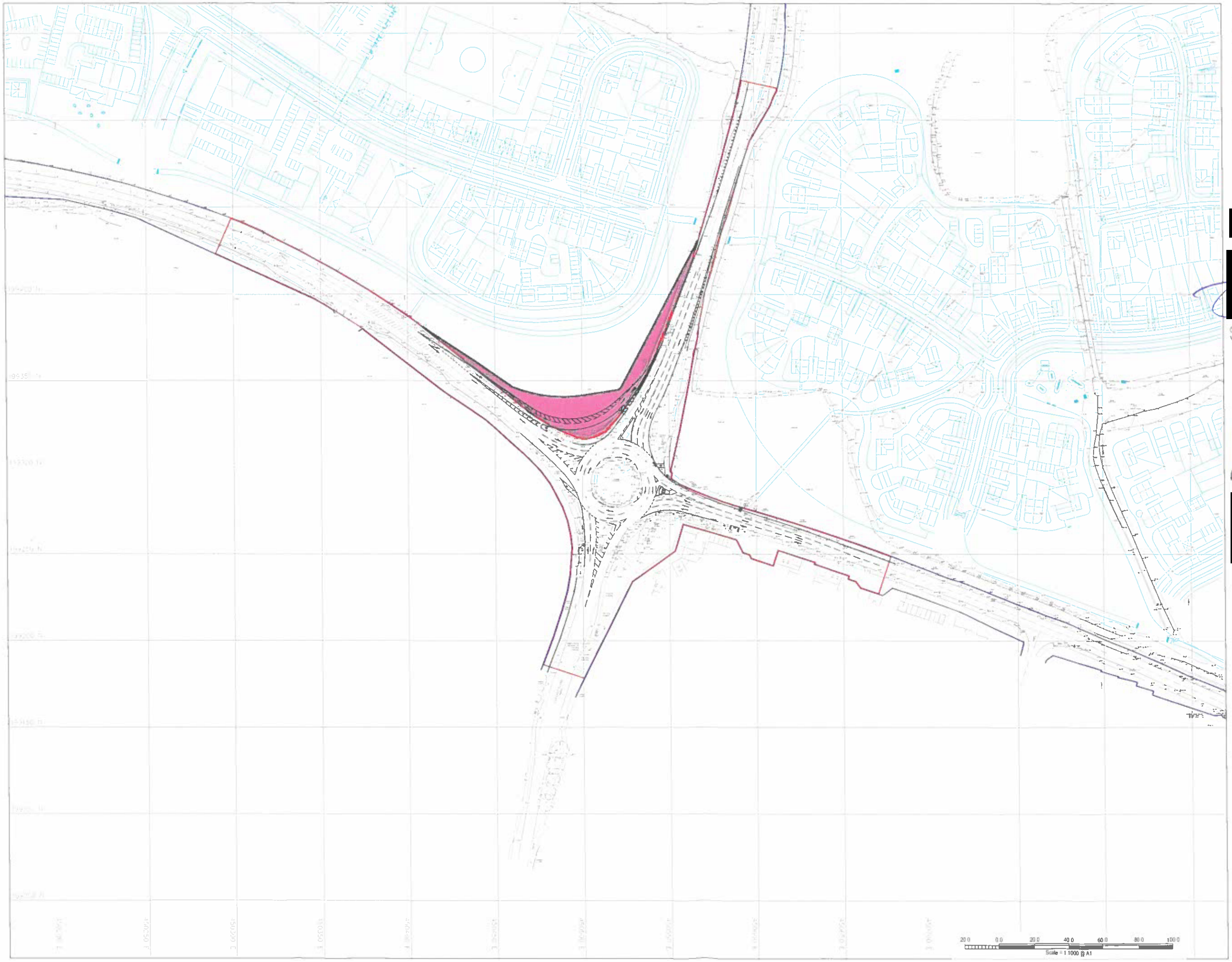
DEFINE

[redacted]



Rev	Description	Date

DE187_050	Rev
-	Drg No
CEG	Client
North of Abingdon-on-Thames	Project
Area Plan	Title
1:5000	Scale



NOTES

1. See drawing 8170542/6402 for general notes
2. Dimensions are not to be scaled
3. All works shown subject to S 278 Agreement unless noted otherwise

KEY

- Existing highway boundary
- Existing highway land subject to works under Section 278 Agreement
- Land offered for adoption

[redacted]

Rev.	Description	Date	Chkd
A3	Updated in accordance with Technical Audit comments 17/05/2018	01/06/2018 T Hart	MF
A2	Updated in accordance with Technical Audit comments 16/11/2017. Drawing number changed	13/04/2018 T Hart	MF
A1	Issued for APPROVAL.	27/09/2017 J Blenkinsop	MF

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Cornerstone House
62 Foxhall Road, Didcot
Oxon, OX11 7AD
Tel (01235) 515550 Fax (01235) 817799
www.glanvillegroup.com

Client
CEG

Project
Land North of Abingdon-on-Thames
Strategic Housing Site

Title
S.38/278 Highway Works
Package 5 - Oxford Road Roundabout
Works Plan

Project Engineer	M. Ford	Scale	1:1000 @ A1
Project Director	T. Fixall	Date	March 2018
Status	APPROVAL		

Drawing No. 8170542/6614 Rev A3

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

1.12 "Index-Linked" means adjusted according to any increase occurring between April 2020 and the date of payment to the Council in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

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

1.13 "the Maintenance Costs" means the sum of £56,370.99 Index Linked as calculated in respect of the cost of future maintenance of the Works

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 BDW Trading Limited whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill Coalville LE67 1UF and its successors in title and assigns

1.16 the Planning Permission" means planning permission reference number P17/V0050/O for the Development of the Site

1.17 "the Second Owner" means the said Jeremy James Lloyd Greening of Flat C Eldon Grove London NW3 5PS and Cressida Emily Greening of Thornhill Brake, Seaway Lane Torquay, Devon TQ2 6PW and their successors in title and assigns

1.18 "the Site" means the land north of Dunmore Road, Abingdon Oxfordshire shown edged red 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 8170542 6603-5 A1, 8170542 6603-6 A1, 8170542 6603-7 A1 and 8170542 6603-8 A1 annexed to this Deed

[redacted]

- New junction
- New bus stop
- New controlled crossing
- New uncontrolled crossing
- Existing junction modifications

[redacted]

[redacted]

[redacted]

Stuart Benfield

[redacted]

[redacted]

Rob Allen

[redacted]

Residential development

Existing bridleway

Residential development

Commercial development

New school

Residential development

Residential development

New northbound bus stop

New Toucan crossing

Dunmore Road

Retain existing uncontrolled crossing

New Pegasus crossing

New uncontrolled crossing

New eastbound bus stop

Boulter Drive

New footway link to existing crossing

New westbound bus stop

New Toucan crossing

① New ghost island, right turn lane and Western site access junction

New westbound bus stop

New uncontrolled crossing

② New ghost island, right turn lane and Central site access junction

New uncontrolled crossing

New eastbound bus stop

Alexander Close

New uncontrolled crossing

Existing cycleway to be upgraded

Oxford Road (A4183)

New southbound bus stop

New left turn filter lane

Junction capacity improvement modifications

Amended uncontrolled crossing

Existing uncontrolled crossing retained

New westbound bus stop

New uncontrolled crossing

③ New simple 'T' Eastern site access 1 junction

New uncontrolled crossing

Twelve Acre Drive

Mallock Way

New uncontrolled crossing

④ New ghost island, right turn lane and Western site access 2 junction

New Toucan crossing

New eastbound bus stop

New footway / cycleway link

50.0 0.0 50.0 100.0 150.0 200.0 250.0

Scale = 1:2500 @ A1

SERIES 800

Wootton Road (North)

Dunmore Road

Copenhagen Drive

Wootton Road (South)

Junction capacity improvement modifications

50.0 0.0 50.0 100.0 150.0 200.0 250.0

Scale = 1:2500 @ A1

Site location

ABINGDON

SCALE 1:20000

NOTES

1. See drawing 8170542/6402 for general design notes
2. Dimensions are not to be scaled.

Source WYG A09227/SJR01

KEY

- Site boundary
- Indicative site layout
- Indicates amendments from previous drawing revision

N

Rev	Description	Date	Chkd
A1	Issued for APPROVAL	19/07/2017 M Whitfield	MF

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postbox@glanvillegroup.com www.glanvillegroup.com

Client: CEG

Project: Land North of Abingdon-on-Thames Strategic Housing Site

Title: S.38/278 Highway Works Site Location and Overall General Arrangement

Project Engineer	M Ford	Scale	As Shown
Project Director	T Foxall	Date	July 2017
Status	APPROVAL		

Drawing No. 8170542/6400 Rev A1

PLAN A

[redacted]

[redacted]

[redacted]

[redacted]

NOTES

1. See drawing 8170542/6402 for general design notes
2. Dimensions are not to be scaled

SURFACING CONSTRUCTION KEY

CARRIAGEWAY CONSTRUCTION
45mm HRA 35/14 WTR Class2 and 14/20 pre-coated chippings to clause 943. BS EN 13108-4 and PD6691 2015 Annex C
Min PSV 65
Max AAV 12

CARRIAGEWAY CONSTRUCTION HIGH FRICTION SURFACE
40mm Tarmac Ultragrip

TRAFFIC ISLANDS
30mm Tarmac SMA 10 Ultracolor in 'light buff'

Rev	Description	Date	Chkd
A1	Issued for APPROVAL.	01/08/2018 T Hart	MF

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postbox@glanvillegroup.com www.glanvillegroup.com

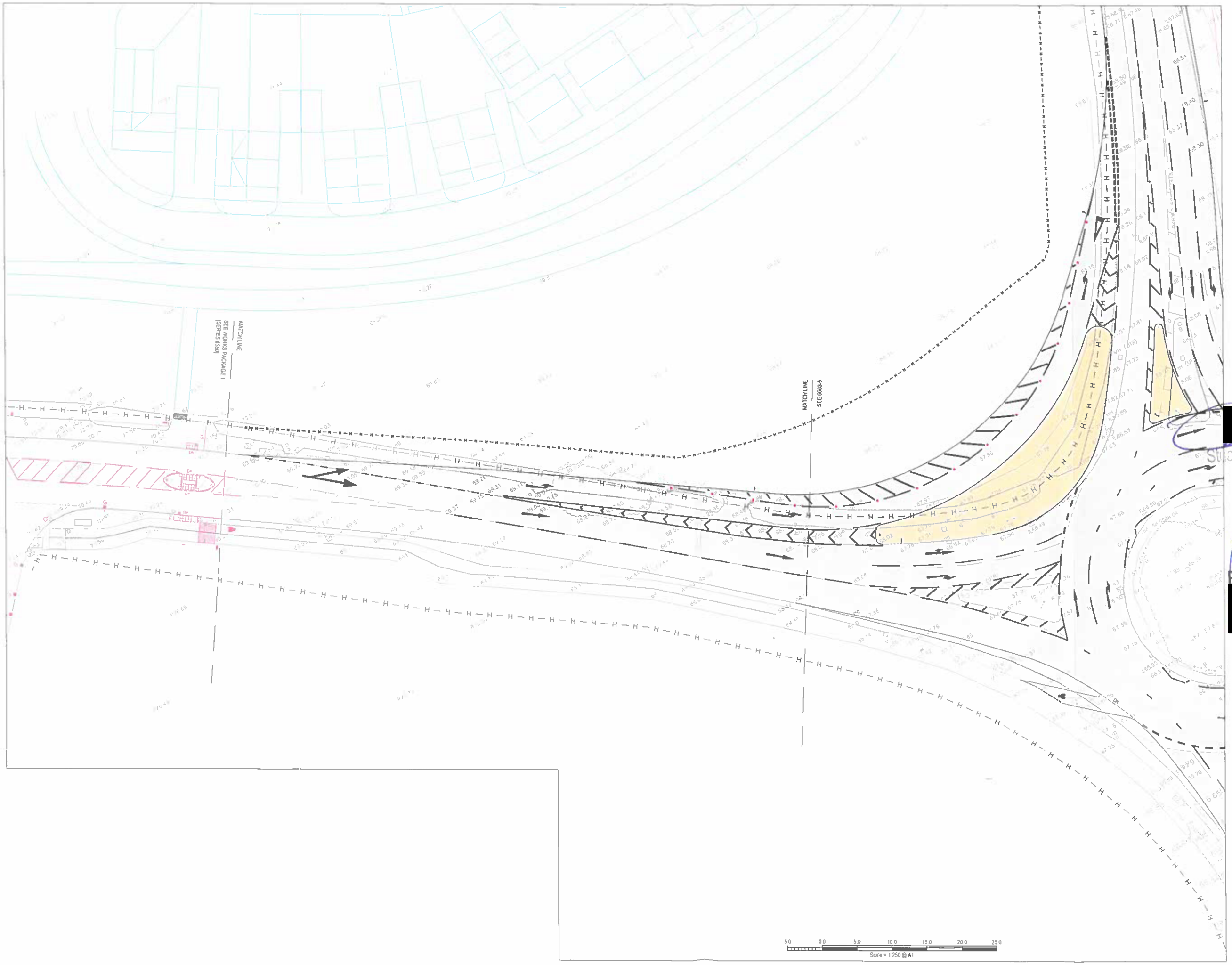
Client
CEG

Project
Land North of Abingdon-on-Thames
Strategic Housing Site

Title
S.38/278 Highway Works
Package 5 - Roundabout
Carriageway Surfacing Plan

Project Engineer	M. Ford	Scale	1:250 @ A1
Project Director	T. Foxall	Date	May 2018
Status	APPROVAL		

Drawing No. 8170542/6603-5 Rev A1



NOTES

1. See drawing 8170542/6402 for general design notes
2. Dimensions are not to be scaled

SURFACING CONSTRUCTION KEY

CARRIAGEWAY CONSTRUCTION
45mm HRA 35/14 WTR Class2 and 14/20 pre-coated chippings to clause 943, BS EN 13108-4 and PD6691:2015 Annex C
Min PSV 65
Max AAV 12

CARRIAGEWAY CONSTRUCTION HIGH FRICTION SURFACE
40mm Tarmac Ultiqnp

TRAFFIC ISLANDS
30mm Tarmac SMA 10 Ultracolor in light buff

[redacted]

Stuart Benfield

[redacted]

Rob Allen

[redacted]

Rev	Description	Date	Chkd
A1	Issued for APPROVAL	01/08/2018 T Hart	MF

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postbox@glanvillegroup.com www.glanvillegroup.com

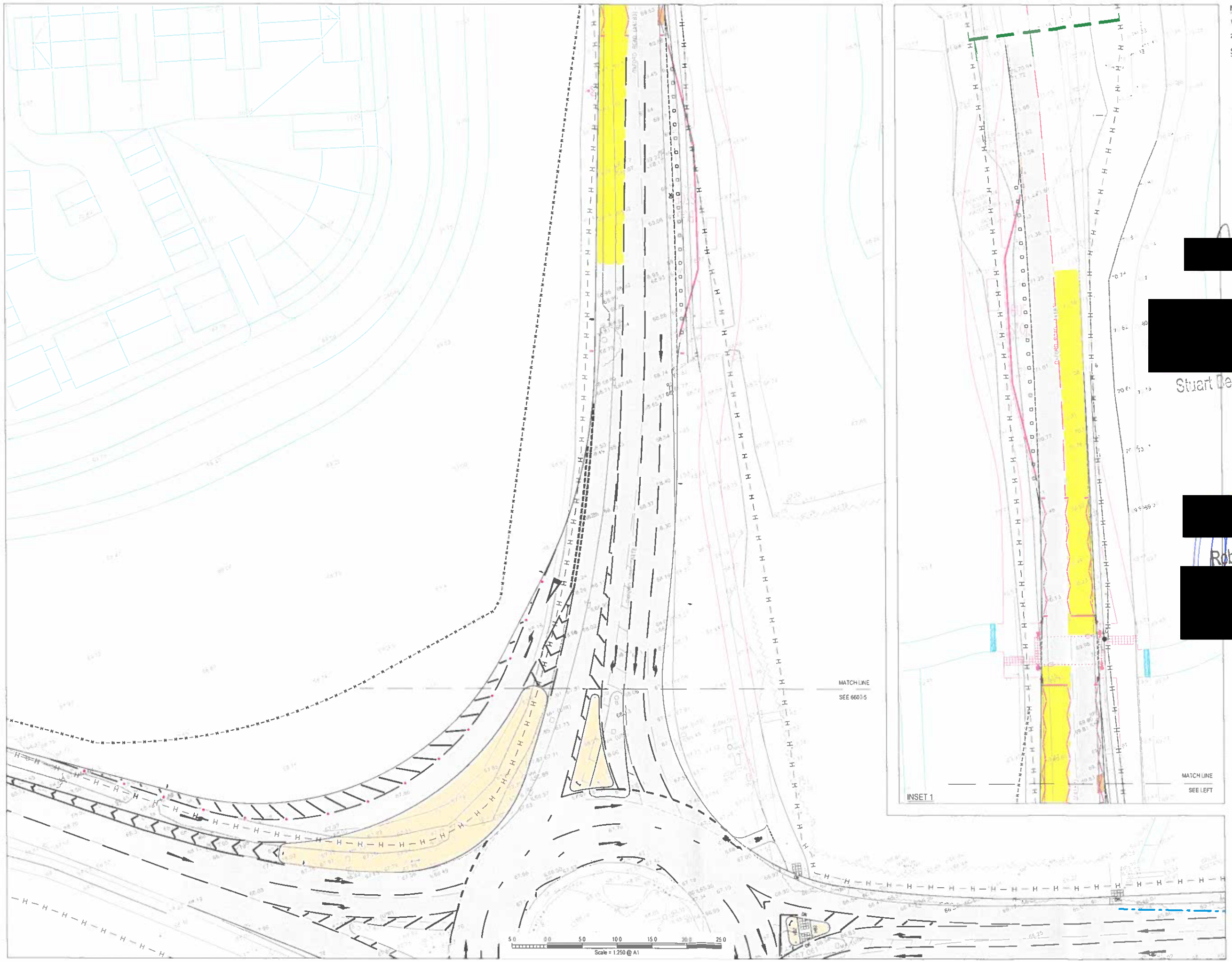
Client: CEG

Project: Land North of Abingdon-on-Thames Strategic Housing Site

Title: S.38/278 Highway Works Package 5 - Dunmore Road Carriageway Surfacing Plan

Project Engineer	M Ford	Scale	1:250 @ A1
Project Director	T Foxall	Date	May 2018
Status	APPROVAL		

Drawing No. 8170542/6603-6 Rev A1



NOTES

1. See drawing 8170542/6402 for general design notes
2. Dimensions are not to be scaled

SURFACING CONSTRUCTION KEY

CARRIAGEWAY CONSTRUCTION
45mm HRA 35/14 WTR Class2 and 14/20 pre-coated chippings to clause 943, BS EN 13108-4 and PD6691 2015 Annex C
Min PSV 65
Max AAV 12

CARRIAGEWAY CONSTRUCTION HIGH FRICTION SURFACE
40mm AC 10 Ultimat PSV68

TRAFFIC ISLANDS
30mm Tarmac SMA 10 Ultracolor in light buff

[redacted]

Stuart Denfield

[redacted]

[redacted]

Rob Allen

[redacted]

Rev	Description	Date	Chkd
A1	Issued for APPROVAL	01/06/2018 T Hart	MF

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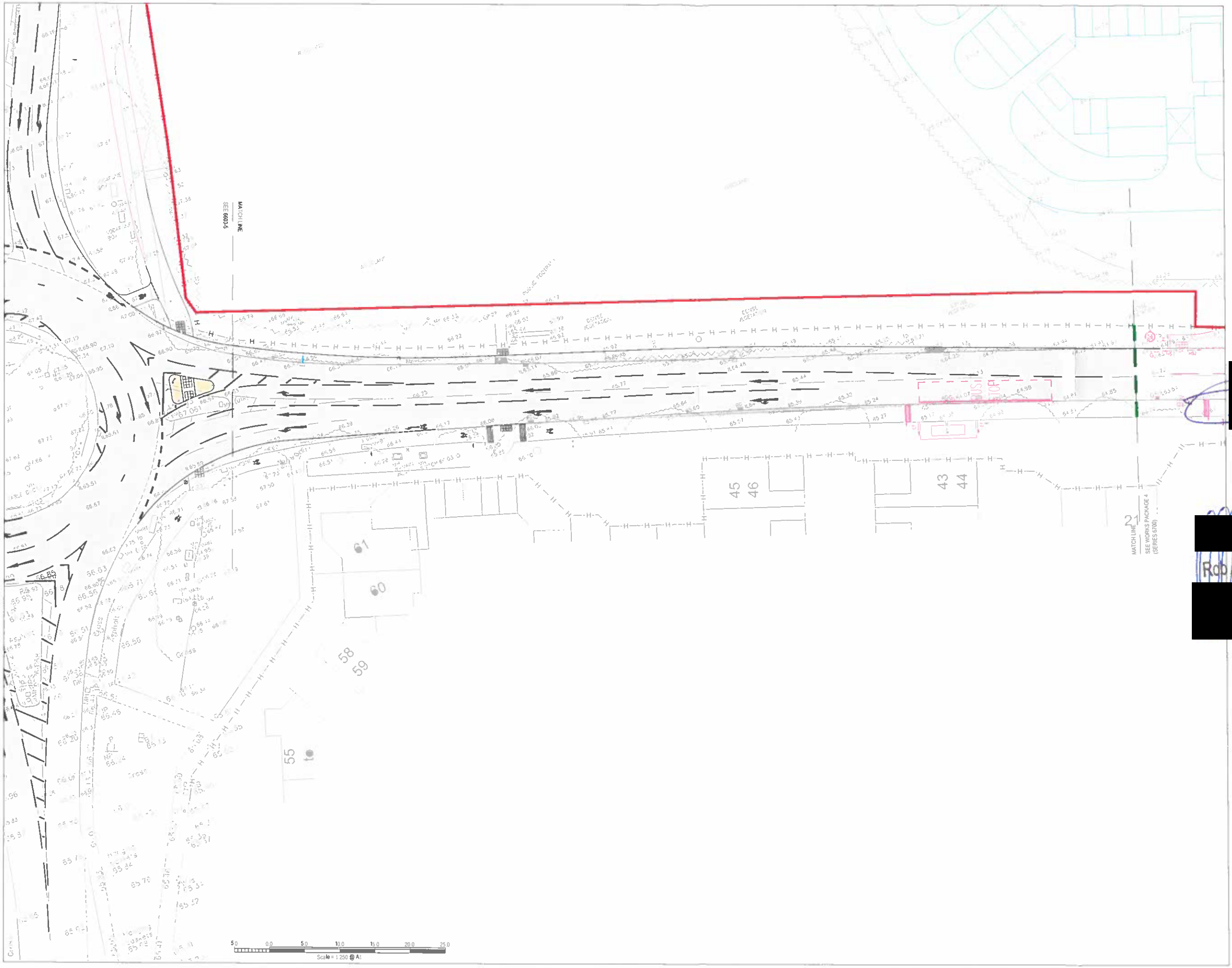
Client
CEG

Project
Land North of Abingdon-on-Thames
Strategic Housing Site

Title
S.38/278 Highway Works
Package 5 - Oxford Road (North)
Carriageway Surfacing Plan

Project Engineer	M Ford	Scale	1:250 @ A1
Project Director	T Fixall	Date	May 2018
Status	APPROVAL		

Drawing No. 8170542/6603-7 Rev A1



NOTES

1. See drawing 8170542/6402 for general design notes
2. Dimensions are not to be scaled

SURFACING CONSTRUCTION KEY

CARRIAGEWAY CONSTRUCTION
45mm HRA 35/14 WTR Class2 and 14/20 pre-coated chippings to clause 943, BS EN 13108-4 and PD6691 2015 Annex C
Min PSV 65
Max AAV 12

CARRIAGEWAY CONSTRUCTION HIGH FRICTION SURFACE
40mm Tarmac Ultagrip

TRAFFIC ISLANDS
30mm Tarmac SMA 10 Ultacolor in 'light buff'

[redacted]

[redacted]

Stuart Bennett

[redacted]

[redacted]

Rob Allen

[redacted]

Rev	Description	Date	Chkd
A1	Issued for APPROVAL	01/06/2018 T Hart	MF

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mailbox@glanvillegroup.com www.glanvillegroup.com

Client
CEG

Project
Land North of Abingdon-on-Thames
Strategic Housing Site

Title
S.38/278 Highway Works
Package 5 - Twelve Acre Drive
Carriageway Surfacing Plan

Project Engineer	M Ford	Scale	1:250 @ A1
Project Director	T Foxall	Date	May 2018
Status	APPROVAL		

Drawing No. 8170542/6603-8 Rev A1

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 First Owner is the owner of freehold of the Site registered with absolute title under title number ON345833 free from incumbrances as the First Owner hereby warrants

2.2 The Second Owner is the owner of freehold of the Site registered with absolute title under title number ON295312 free from incumbrances as the Second Owner hereby warrants

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

2.4 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

2.5 It has been agreed by virtue of an agreement pursuant to Section 106 of the 1990 Act dated 30 October 2017 and made between Vale Of White Horse District Council (1) Oxfordshire County Council (2) Ceg Land Promotions Ii Limited (3) Arnold Philip Pilkington, Mark Rupert Feeny, Vanessa Pilkington, Heloise Pilkington (Trustees Of The Cecil Pilkington Charitable Settlement) (4) Jeremy James Lloyd Greening And Cressida Emily Greening (5) The Council Of St Peter's College, Radley (6) that no more than 90 dwellings on the Site shall be occupied as therein defined prior to the completion of this Deed and no more than 150

dwelling on the Site shall be occupied prior to the completion of the Works in accordance with the Deed

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

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

2.8 This Deed (which the Council are satisfied will be of benefit to the public) is made under Sections 38 72 and 278 of the 1980 Act, Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and all other enabling powers

3. **Covenants**

The First Owner and the Second Owner covenant:-

3.1 not to cause or permit any building constructed on the Central Parcel to be occupied before the Works have been completed

4. The First Owner covenants:-

4.1 to execute the Works entirely at his/its own expense and to the satisfaction of the Council

4.2 in executing the Works to observe and perform all the obligations which fall on "the Developer" under the Standard Conditions and

4.3 to complete the Works not later than 30 September 2023 and in any event 12 months from the date on which the Works started

4.4 not to commence the Works until the Maintenance Costs have been paid to the Council and to pay Maintenance Costs to the Council prior to commencing the Works.

4.5 to give the Council written notice of any disposal of an interest in the Site and of the name and address of the new owner and the date of the disposal within 14 days of such disposal

4.6 if any payment to be made to the Council is not paid on or before the due date for payment to pay interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc from such due date to the date of payment[1]

5. **Adoption as Highway**

5.1 On the issue of a Certificate of Completion for the Works the whole of the land shown coloured pink on the Dedication Plan (subject to modification as provided in clause 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

5.2 The Council may after consideration of the As-Built Drawings require the substitution of a modified dedication

plan in which event that shall be agreed with the First Owner the Second Owner and the dedication as provided in clause 4.1 shall have effect in respect of the modified area

5.3 the First Owner consents to the noting of the provisions of clause 4 of this Deed on the register under title number ON295312

5.4 the Second Owner consents to the noting of the provisions of clause 4 of this Deed on the register under title number ON345833

6. **Act Reasonably**

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

7. **Costs**

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

7.2 The First Owner will reimburse the Council in respect of all legal and administrative costs in connection with the enforcement of any of the provisions of this Deed including correspondence monitoring and site visits by or on behalf of the Council

7.3 The Developer 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**

9.1 Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Planning & Place of the Council (Ref 100.147) 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

9.2 and any notice or notification to be given to the First Owner shall be sent to Technical Director, David Wilson Homes Southern, Norgate House, Tealgate, Chamham Park, Hungerford, Berkshire, RG17 0YT or to such other person at such address as the First Owner shall notify in writing to the Council from time to time

9.3 and any notice or notification to be given to the Second Owner shall be sent to the address given in clause 1 or to such other person at such address as the Second Owner shall notify in writing to the Council from time to time

10 **No Waiver**

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

11 **No Fetter**

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

12 **VAT**

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

13 **Jurisdiction**

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

14 **Delivery**

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

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

SCHEDULE

The Works

(1) **Principal Works**

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

(a) Creation of a segregated left turn lane at the Oxford Road roundabout from Dunmore Road to Oxford Road.

(b) The widening of the northern and eastern arms from a two lane entry to three lane entry.

(c) Provision of a kerbed central refuge consisting of new tactile paving and minor alignment works on Twelve Acre Drive

(d) Improvements to cycling infrastructure.

(e) Resurfacing of the carriageway within the limits of the approved drawings.

(f) Alterations to the roundabout lining and pedestrian crossings.

(g) Works to enable the extension of the 30mph speed limit on Oxfords Road should a traffic regulation order to that effect be made subject always to consultation

(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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2. Relationship with Agreement
3. Communications with the Council
4. Approvals and Certificates etc
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6. Indemnity
7. Health and Safety
8. Payments

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

Implementation of Works

17. Commencement of Works
18. Pre-Conditions to Commencement of Works
19. General Conduct of Works
20. Inspection of Site and Materials
21. Errors and Defects
22. Suspension of Work
23. Variations and Additions
24. Prevention of Noise, Disturbance etc
25. Protection of Highway

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26. Safeguarding of Completed Work
27. Completion of Works
28. Pre Completion – Clearance of Site and Stage 3 Road Safety Audit
29. Health and Safety File
30. Completion Certificate
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32. Easements
33. Noise Insulation
34. Remedying of Defects and Outstanding Works
35. Stage 4 Road Safety Audit
36. Release of Bond

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

Director of Planning & Place
County Hall
New Road
Oxford OX1 1ND

2016 Edition

OXFORDSHIRE COUNTY COUNCIL

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

GENERAL

1 INTERPRETATION

In these Conditions:-

1.1 "the Agreement" means any agreement or other instrument by which these Conditions are applied.

1.2 "Authorisations" has the meaning given in Condition 11.1.

1.3 "the Bond" means the bond referred to in Condition 12.

1.4 "the Certificate of Completion" means the certificate issued under Condition 30.

1.5 "Contractor" includes an agent and any sub-contractor or agent of a main contractor.

1.6 "the Council" means the Oxfordshire County Council of County Hall New Road Oxford OX1 1ND and, so far as the context admits, includes any employee or contractors duly appointed by them.

1.7 "the Developer" means the person or persons by whom the Agreement requires the Works to be executed.

1.8 "including" means including without limitation or prejudice to the generality of any preceding description defining term phrase or word(s) and 'include' shall be construed accordingly.

1.9 "Safety Audit" means a safety audit in accordance with Oxfordshire Safety Audit Guideline as revised from time to time and incorporating GG 119 - Road safety audit.

1.10 "the Scheme of Works" means the matters specified in Conditions 9.1 – 9.3 as may for the time being have been varied and/or augmented under Condition 11 and/or Condition 23.

1.11 "statutory requirements" means the requirements of any enactment (being any act and any subordinate legislation as defined in the Interpretation Act 1978) national guidance or good practice guides.

1.12 "the Works" means the works which the Agreement requires to be executed in accordance with these Conditions and references to "the Works" includes each and every part of them.

1.13 The headings are for ease of reference and shall not affect the construction or interpretation of these Conditions.

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

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

2 RELATIONSHIP WITH AGREEMENT

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

3 COMMUNICATIONS WITH THE COUNCIL

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

4 APPROVALS AND CERTIFICATES

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

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

4.3 The matters referred to in Condition 4.1 are:

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

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

5 COUNCIL TO ACT IN DEFAULT OR EMERGENCY

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

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

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

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

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

6 INDEMNITY

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

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

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

7 **HEALTH AND SAFETY**

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

8 **PAYMENTS**

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

PRELIMINARIES

9 **SUBMISSIONS TO THE COUNCIL**

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

Highway Matters

9.1

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

9.2

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.	No later than **2 weeks after the acceptance of any tender** for the execution of the Works	Significant programme changes to be identified not less than 2 weeks prior to the change

9.3

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

9.4

Safety Audit Stage 2 Report	No later than **3 months before any tender is invited for the execution of the Works**	

9.5

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

Other Matters

9.6

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.	No later than **1 month before the Works are expected to commence**.	

9.7

Details of the **insurances** required by Condition 14.	No later than **1 month before the Works are expected to commence**.	

9.8

Part 1 **Noise survey and assessment and modelling** sufficient to establish whether any properties will be eligible for noise insulation according to regulation 3 or regulation 4 (as applied by the Council) of the Noise Insulation Regulations 1975 applying the requirements of the Design Manual of Roads and Bridges Volume 11 – Environmental Assessment and the Calculation of Road Traffic Noise 1988 to be undertaken by a noise expert approved by the Council. Part 2 If the assessment concludes that there will be any property eligible for noise insulation to submit to the Council: (a) a map and list of all eligible properties. [1] (b) a list of all occupiers and landlords (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	No later than **1 month before the Works are expected to commence or earlier than 3 months before the Works are expected to commence.** As above	Precise timing of survey to be agreed with the Council. Location of the survey/testing to be advised to the Council and if applicable adjusted to ensure regulatory compliance.

[1] Dwellings and other buildings used for residential purposes which will be not more than 300 metres from the edge of the carriageway of the highway after completion of the work.

9.9

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

9.10

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

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

10 UNDERTAKERS' APPARATUS

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

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

11 AUTHORISATIONS

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

11.1.1 planning permission for the Works;

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

[2] Examples may also include noise consent from district council

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

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 function[4]; and

11.1.6 any rights and easements which in the Council's opinion are necessary to ensure the permanent and satisfactory drainage or lighting of the Works such rights and easements to be in a form previously approved by the Council.

11.2 The Developer shall be responsible for ensuring that all Authorisations are secured in timely manner at its own cost.

11.3 Save in so far as any consent is expressly granted under the Agreement nothing in the Agreement shall prejudice or affect in any way the exercise by the Council of its powers and duties relating to any application for an Authorisation including the consideration and processing of an application, the carrying out of any procedural requirements (pursuant to any enactment or Council policies or protocols) and the determination as to whether or not the Authorisation should be made, granted or confirmed.

11.4 Any costs incurred by the Council relating to any application for an Authorisation - and any related matters shall be discharged by the Developer.

11.5 Where the procedures for securing any Authorisation entail consultation and in consequence of such consultation the Council determines that the Works / the Scheme of Works shall be varied and / or augmented then any reference to the Works and / or the Scheme of Works shall be construed as a reference to the Works and / or the Scheme of Works as so varied and / or augmented.

11.6 Forthwith on securing any Authorisation the Developer shall supply evidence of this to the Council to the Council's reasonable satisfaction.

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[3] This relates to for example Section 127HA.

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

12 BOND

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

12.2 The amount of the Bond shall be

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

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

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

13 MONITORING AND OTHER COSTS

13.1 The Developer shall pay to the Council in respect of the costs to be incurred by the Council in monitoring the execution and completion of the Works (and administration of the Agreement) a sum equal to 10% of the amount of the Bond, subject to a minimum payment of £2,250
Note: The provisions of Condition 27.2 also apply

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

14 INSURANCE

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

15 CONTRACTORS

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

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

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

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

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

16 PRECONDITIONS TO LETTING CONTRACT

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

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

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

IMPLEMENTATION OF THE WORKS

17 COMMENCEMENT OF WORKS

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

18 NO WORK PENDING APPROVALS ETC

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

18.1.1 the Council has issued written approval of the Scheme of Works;

18.1.2 Safety Audit Stage 2 Report has been approved;

18.1.3 evidence of all Authorisations have been supplied to the Council;

18.1.4 the Bond duly executed as a deed by the Developer and the approved guarantor has been delivered to the Council;

18.1.5 the costs referred to in Condition 13 have been paid to the Council;

18.1.6 the Council has given its written approval to the insurances referred to in Condition 14;

18.1.7 the noise survey assessment and modelling in accordance with Condition 9.8 has been supplied to the Council and if appropriate the information referred to in the second part of that Condition has been supplied to the Council

18.1.8 the surveys referred to in Condition 9.9 (condition survey) has been supplied to the Council.

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

19 GENERAL CONDUCT

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

19.2 Without prejudice to the generality of Condition 6.2 and Condition19.1 the Developer shall provide the Council with such assistance, information and documentation as the Council shall require to comply with any obligations under the Noise Insulation Regulations 1975 including assistance in responding to any claims made under Regulation 13 of those Regulations.

20 MONITORING OF SITE AND MATERIALS

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

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

21 ERRORS AND DEFECTS

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

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

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

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

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

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

22 SUSPENSION OF WORK

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

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

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

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

23 VARIATIONS AND ADDITIONS

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

23.1 if discovery is made of adverse ground conditions or artificial obstruction or any other unforeseen factor which in the opinion of the Council necessitate a modification of the Works to avoid or compensate for such conditions, obstruction or other factor in the interests of the satisfactory completion and subsequent functioning of the Works; or

23.2 if it shall appear to the Council requisite, in accordance with good engineering practice and to ensure satisfactory completion and subsequent functioning of the Works that any work or materials should be added, or that any such work or materials proposed by the Developer to be done or used should be omitted or changed; or

23.3 if it shall appear to the Council expedient that any obligation arising from the approved Scheme of Works should be deferred by reason of delay incurred by the Developer arising from some cause not within the Developer's control; or

23.4 otherwise if in a particular case the Developer and the Council so agree;

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

24 PREVENTION OF NOISE, DISTURBANCE ETC

24.1 All work shall be carried out without unreasonable noise and disturbance and in such manner as not to interfere unnecessarily or unreasonably with the use and enjoyment of property adjoining or near the Works by their owners and occupiers.

24.2 Without prejudice to the generality of Condition 24.1, no work shall be carried on between the hours of 8.00pm and 7.00am the following day or on any Sunday or public holiday except insofar as:-

24.2.1 any operations are necessary to avoid disruption to or for the control of traffic on any highway; or

24.2.2 any work is unavoidable or absolutely necessary for the safety of life or property or the safety of the Works; or

24.2.3 the Council have in writing otherwise agreed.

25 PROTECTION OF HIGHWAY

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

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

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

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

26 SAFEGUARDING OF COMPLETED WORK

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

COMPLETION AND CONSEQUENTIAL MATTERS

27 COMPLETION OF WORKS

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

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

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

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

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

29. HEALTH AND SAFETY

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

30. COMPLETION CERTIFICATE

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

31. DEDICATION AS HIGHWAY

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

32. EASEMENTS

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

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

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

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

33. NOISE INSULATION

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

34. REMEDYING OF DEFECTS AND OUTSTANDING WORKS

34.1 If at any time during the period of two years following the date on which the Council issue the Certificate of Completion:-

34.1.1 any defect in the Works becomes manifest (not being a defect arising solely from normal use by the public as a highway or from accidental or wilful damage by any third party); or

34.1.2 the Developer shall fail to complete any of the outstanding works mentioned in Condition 30 (minor outstanding Works on issue of Certificate of Completion) and the Council notify the Developer in writing of this

then the Developer shall at his own expense cause such defect to be made good or outstanding works to be completed (as the case may be) to the satisfaction of the Council.

34.2 Forthwith on receipt of any notification from the Council further to Condition 34.1 the Developer will agree with the Council the timing of the carrying out of such remedial or outstanding works and unless otherwise agreed shall secure their completion within one month of receipt of such notification (except in the event of delay

arising from some cause not within the Developer's control when the Developer shall be entitled to a reasonable extension of time).

35. STAGE 4 ROAD SAFETY AUDIT

35.1 The Council may require the Developer to carry out a Safety Audit Stage 4 at any time within 36 months from the opening of the Works and to lodge the report with the Council together with the "Designer's response" within 2 months and the Council shall notify the Developer of all works required to be undertaken arising from the Safety Audit recommendations

35.2 In the event that notification of works is given by the Council further to Condition 35.1 prior to the full release of the Bond the Developer shall execute and complete all the works as advised by the Council. The Developer will agree with the Council the time that he will be carrying out such works and unless otherwise agreed shall secure their completion within 1 month of receipt of such notification (except in the event of delay arising for some cause not within the Developers control, when the Developer shall be entitled to a reasonable extension of time).

35.3 In the event that notification of works is given by the Council further to Condition 35.1 subsequent to the full release of the Bond the Developer shall pay to the Council within 28 days of written request from the Council the costs incurred or to be incurred by the Council in carrying out such works.

36. RELEASE OF BOND

36.1 Upon the issue of the Certificate of Completion the Bond shall be deemed to be released by eighty per cent (80%) of its original value;

36.2 The Bond shall be deemed to be fully discharged at the latest of the following:

36.2.1 the date two years after the date on which the Council issue the Certificate of Completion; and

36.2.2 the date on which all defects and outstanding works have been made good and completed as referred to in Condition 34; and

36.2.3 the date on which all works have been completed as referred to in Condition 35.2

36.2.4 the Council have recovered their full expenses in all cases where Condition 5 applies (Council may act in default or emergency);

36.2.5 the date on which the Council have received the transfers or grants further to Condition 32;

36.3 Conditions 36.1 and 36.2 are without prejudice to the Council's absolute discretion from time to time upon application of the Developer to release the Bond to an extent commensurate with

the proportion of the Works that have been executed and completed at such time.

Executed as a Deed
By

Stuart Benfield
.....
(print name)

[redacted] .... (signature)

In the presence of:

Witness Signature: KATE GARDNER

Name: [redacted]
Address: DAVID WILSON HOMES SOUTHERN, NORGATE HOUSE, TEALGATE, CHARNHAM PARK, HUNGERFORD BERKSHIRE RG17 0YT
Occupation: TECHNICAL MANAGER

and

[redacted] Rob Allen
.....
(print name) [redacted]

..... (signature)

In the presence of: [redacted]

Witness Signature:

Name: KATE GARDNER
Address: DAVID WILSON HOMES SOUTHERN, NORGATE HOUSE, TEALGATE, CHARNHAM PARK, HUNGERFORD, BERKSHIRE RG17 0YT
Occupation: TECHNICAL MANAGER

Attorneys for **BDW TRADING LIMITED**
in exercise of the powers conferred by a
Power of Attorney dated

Signed as a deed by
JEREMY JAMES LLOYD GREENING in the presence of:

[redacted]
Signature

[redacted]
Signature of Witness

NAME MARK BUCKLEY

ADDRESS 47 HILLFIELD ROAD
LONDON
NW6 1QD

OCCUPATION ACCOUNTANT.

Signed as a deed by
CRESSIDA EMILY GREENING in the presence of:

[redacted]
Signature

[redacted]
.....
Signature of Witness

NAME DAVID ROGER HOPKINS

ADDRESS
12 BROADSANDS ROAD
PAIGNTON
DEVON TQ4 6JY

OCCUPATION
RETIRED

THE COMMON SEAL of **THE**)

OXFORDSHIRE COUNTY COUNCIL)

was affixed to this Deed)

in the presence of:-)

[redacted]

1356/22

Chief Legal Officer/
Designated Officer