OXFORDSHIRE
STRATEGIC RAIL FREIGHT INTERCHANGE

Draft Development Consent Order Consent Obligations (S106) (Tracked)
Regulation 5(2)(q)
Document Reference: 3.4

On behalf of
Oxfordshire Railfreight Limited

October 2026

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Dated: 2026

(1) Joseph Charles Pickford and Charlotte Maccoll

(2) Joseph Charles Pickford and Rebecca Louise Pickford

(3) Joseph Charles Pickford

(4) Richard Deeley and Guy Pickford

(5) James Aubrey Calcutt

(6) Oxfordshire Railfreight Limited

(7) Cherwell District Council

(8) Oxfordshire County Council

DEVELOPMENT CONSENT OBLIGATION

under section 106 of the Town and Country Planning Act 1990 (as amended) relating to The Oxfordshire Strategic Rail Freight Interchange

THIS AGREEMENT is made on 2026

BETWEEN:

(1) **JOSEPH CHARLES PICKFORD** of Ashgrove Farm, Ardley, Bicester, OX27 7PJ and **CHARLOTTE EMILY MACCOLL** of Woodbine Cottage, Bucknell, Bicester OX27 7NH ~~and~~('**the First Owner**');

(2) **JOSEPH CHARLES PICKFORD** of Ashgrove Farm, Ardley, Bicester, OX27 7PJ and **REBECCA LOUISE PICKFORD** of Ashgrove Farm, Ardley, Bicester, OX27 7PJ ('**the Second Owner**');

(3) **JOSEPH CHARLES PICKFORD** of Ashgrove Farm, Ardley, Bicester, OX27 7PJ ('**the Third ~~Owner~~")~~;**Owner**');

(4) **RICHARD ~~WILIAM~~WILLIAM DEELEY** of Manor Farm, Souldern, Bicester, Oxfordshire OX27 7JL and **GUY PICKFORD** of Llwynpidnan Farm, Maesbach, Oswestry, Shropshire SY10 8QB ('**the Fourth Owner**'~~)~~);

(5) **JAMES AUBREY CALCUTT** of Astley Bridge Farm, Merton, Bicester, Oxfordshire OX25 2ND and of College Farm, Duns Tew Road, Hempton, Deddington, Oxfordshire OX15 0QZ and care of Withers LLP, 20 Old Bailey, London EC4M 7AN (**'the Fifth Owner'**);

(6) **OXFORDSHIRE RAILFREIGHT LIMITED** (registered in Jersey with number 126515) whose registered office is at Second Floor, Gaspe House, 66-72 Esplanade, St Helier, Jersey JE1 1GH (**'the Developer'**);

(7) **CHERWELL DISTRICT COUNCIL** of 39 Castle Quay, Banbury, OX16 5FD (**'the District Council'**); and

(8) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford, OX1 1ND ('**the County Council**').

BACKGROUND

(A) For the purposes of the 1990 Act, the District Council is the local planning authority and the County Council ~~are~~is the ~~local~~county planning ~~authorities~~authority for the area within which the Obligation Land is located and by whom the obligations contained in this Agreement are enforceable (as applicable).

(B) The Obligation Land forms part of the Order Limits of the DCO.

(C) The First Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers ON357216 and ON295856 free from encumbrances that would prevent the First Owner entering into this Agreement.

(D) The Second Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers ON313183, ON294808, ON301688 free from encumbrances that would prevent the Second Owner entering into this Agreement.

(E) The Third Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number ON215496 free from encumbrances that would prevent the Third Owner entering into this Agreement.

(F) The Fourth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number ON224706 free from encumbrances that would prevent the Fourth Owner entering into this Agreement.

(G) The Fifth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers ON16662, ON311723 and ON292379 free from encumbrances that would prevent the Fifth Owner entering into this Agreement.

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(H) The Developer has the benefit of various options to acquire the Obligation Land. The Developer intends to construct and operate and use the Development as authorised by the DCO.

(I) The Owners have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the District Council and the County Council against the Owners and their successors in title and to ensure the Development is regulated by the obligations as set out.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1 In this Agreement, the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"2008 Act"	the Planning Act 2008 (as amended)
"Application"	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
"Commencement Date"	the date specified in clause 3.1 and "Commencement of Development" and "Commence Development" shall be construed accordingly
"Contributions"	means each and every financial payment to be paid by the Owners to the ~~District and County Council in~~Councils under **Schedules 1 and 2** (inclusive)
"the Councils"	the District Council and the County Council or either of them as the case may be
"CPI Index"	the Consumer Price Index issued by the Office for National Statistics
"the DCO"	the development consent order to be made under the 2008 Act currently titled The Oxfordshire Strategic Rail Freight Interchange Order 202[X]
"the Development"	means the development authorised by the DCO
"Due Date"	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
"Index Linked"	means increased by any such percentage (if any) as the figure for the CPI Index most recently published prior to the date of payment of the sum to be paid bears to the most recently published figure for such index prior to the date of this Agreement
"Obligation Land"	the land shown tinted blue on **Plan 1** to which the obligations in this Agreement apply
"Occupation"	means ~~the~~ occupation for ~~use for which~~the purposes permitted by the ~~relevant Unit was designed excluding~~DCO but not including occupation ~~for the sole purpose of~~by personnel engaged in construction ~~fitting out~~, or occupation in relation to security

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~~marketing or repair~~operations and "Occupy" and "Occupied" ~~shall~~will be construed accordingly

"Order Limits"	the order limits of the DCO shown edged red on **Plan ~~1~~2**
"the Owners"	means collectively the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner or either one of them or group of them as the case may be
"Plan 1"	the Plan attached at **Appendix 1**
"Plan 2"	the Plan attached at **Appendix 2**
"Unit"	a warehouse on the Development constructed pursuant to the DCO and "Units" shall be interpreted accordingly
"Unused"	means those monies which remain unspent by the District Council and/or the County Council (as relevant) for the avoidance of doubt any sums which the District Council and/or the County Council are contractually obliged to pay at a future date but which have not yet been paid shall not be considered unused for the purposes of this Agreement
"Working Days"	means any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

1.2 In this Agreement:

1.2.1 further definitions are contained in **Schedules 1 ~~and 2~~to 3**;

1.2.2 the clause headings do not affect its construction or interpretation;

1.2.3 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.4 words importing the singular meaning where the context so admits include the plural meaning and vice versa;

1.2.5 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;

1.2.6 all obligations made on or behalf of all the Owners are enforceable against all of the Owners jointly and severally unless there is an express provision otherwise;

1.2.7 references to any statute or statutory provision include references to:

1.2.7.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

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1.2.7.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.8 references to the Obligation Land include any part of it;

1.2.9 references to any party in this Agreement include the successors in title of that party and in the case of the District Council and the County Council ~~includes~~include any successor local planning authority and local highway authority exercising planning powers under the 1990 Act; "including" means "including, without limitation";

1.2.10 any covenant by the Owners or the District Council or the County Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and 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

1.2.11 if any ~~provision is held~~clause or clauses of this Deed are found (for whatever reason) to be ~~illegal,~~ invalid illegal or unenforceable~~,~~ then such invalidity illegality or unenforceability shall not affect the ~~legality,~~ validity ~~and~~or enforceability of the ~~remainder of~~remaining provisions of this Deed and insofar as reasonably practicable the ~~Agreement is to be unaffected.~~parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality;

1.2.12 all third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the District Council, the County Council and the Owners and ~~as defined~~ their respective successors in title or successor authorities shall have any right to enforce any obligation or term of this Agreement.

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to section 106 of the 1990 Act as amended by section 174 of the 2008 Act, ~~Section~~section 111 of the Local Government Act 1972 and ~~Section~~section 1 of the Localism Act 2011 and all other enabling powers and the obligations contained in **clause 4** and **Schedules 1 and 2 (inclusive)** shall bind the interest of the Owners and their successors in title and assigns to the Obligation Land and each and every ~~party~~part of the Obligation Land.

2.2 The obligations in this Agreement constitute development consent obligations for the purposes of ~~Section~~section 106 of the 1990 Act and planning obligations pursuant to section 106(4) of the 1990 Act and the covenants, restrictions and requirements imposed upon the ~~Owner~~Owners under this Agreement are enforceable by the Councils as provided in **clause 2.3**.

2.3 The obligations set out in this Deed are enforceable by both the District Council and the County Council but those in **Schedule 1** are enforceable by the District Council as local planning authority and the obligations in **Schedule 2** are enforceable by the County Council as County planning authority in accordance with section 106(3)(b) of the 1990 Act against any person deriving title from that person.

2.4 The Developer enters into this Agreement to acknowledge the obligations herein. However the Developer shall not be bound by the obligations herein unless and until it acquires a legal interest in the Obligation Land being more than an option or conditional contract and then it shall be liable only in respect of such part of the Obligation Land it has acquired.

2.5 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the District Council or the County Council of any of their statutory powers, functions or discretions in relation to the Obligation Land or otherwise.

2.6 Obligations to perform or carry out works or activities on any part of the Obligation Land or to observe and perform any obligations only relating to part of the Obligation Land shall

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only be enforceable against persons with an interest in the part of the Obligation Land to which that obligation relates.

2.7 This Agreement will be registered as a local land charge by the District Council and the County Council.

3. **COMMENCEMENT DATE**

3.1 Save where specifically provided to the contrary the obligations contained in **clauses 4, 11, 13-17** and **Schedules 1 to ~~3~~4** of this Agreement will not come into effect until the date on which the DCO has been granted and Development commences through the carrying out on the Obligation Land of a material operation as specified in section 56(4) of the 1990 Act PROVIDED THAT the following operations will not constitute a material operation for the purposes of this Agreement:

3.1.1 site preparation, site security, ecological mitigation works and clearance works;

3.1.2 environmental surveys and monitoring;

3.1.3 archaeological investigation;

~~3.1.3~~3.1.4 removal of hedgerows, trees and shrubs~~;~~ listed in Schedule 13 (removal of trees and hedgerows);

~~3.1.4~~3.1.5 investigations for the purpose of assessing ground conditions;

~~3.1.5~~3.1.6 diversion or laying of services required for the purposes of construction;

~~3.1.6~~3.1.7 ~~erection~~placement of construction plant and equipment;

~~3.1.7 geotechnical or ground contamination investigation;~~

3.1.8 the display of construction site notices; and ~~advertisements; and~~

3.1.9 works for the protection and redevelopment of the threshing barn as shown on the ~~threshing barn~~listed building drawings as listed in Schedule 16 of the DCO~~,~~; and

3.1.10 ~~any~~ other preparatory works as may be agreed in writing with the District Council and the County Council.

4. **OBLIGATIONS OF THE PARTIES**

4.1 The Owners agree with the District Council to comply with their obligations set out in **Schedule 1** in relation to the Development.

4.2 The Owners agree with the County Council to comply with their obligations set out in **Schedule 2** in relation to the Development.

4.3 The District Council agrees with the Owners to comply with ~~their~~its obligations set out in **Schedule 3** in relation to the Development.

~~4.5~~4.4 The County Council agrees with the Owners to comply with ~~their~~its obligations set out in **Schedule 4** in relation to the Development.

~~4.6~~4.5 The Owners shall provide the District Council and the County Council with written notice of:

~~4.6.1~~4.5.1 ~~the intention to Commence Development~~ no later than ~~10~~5 Working Days prior to Commencement of ~~Development;~~the Development of the anticipated date of Commencement of the Development and not to Commence until 5 Working Days have passed since service thereof; and

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4.5.2 within 10 Working Days of the date of the Commencement of the Development the date on which such Commencement of Development occurred; and

~~4.6.2~~4.5.3 the intention to first Occupy the Development no later than 10 Working days prior to the anticipated date of first Occupation of the Development and not to Occupy or cause or permit Occupation until the appropriate notice has been given pursuant to this **clause**.

~~4.7~~4.6 No person will be liable for any breach of the terms of this Agreement occurring after parting with their interest in the Obligation Land or the part of the Obligation Land in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date.

5. **FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS**

5.1 Nothing in this Agreement shall prohibit or limit or affect in any way the right to develop any part of the Obligation Land in accordance with a planning permission issued pursuant to the 1990 Act or a development consent order granted pursuant to the 2008 Act (other than the DCO) either before or after the date of this Agreement.

6. **TERMINATION OF THIS AGREEMENT**

6.1 This Agreement shall cease to have effect if the DCO is quashed, cancelled, revoked or expires prior to the Commencement of Development except to the extent that any obligation in this Agreement has been performed in whole or in part.

6.2 Where the ~~Agreement~~Deed comes to an end under **clause 6.1** the District Council and the County Council is, upon written request from any of the Owners, to vacate or cancel the entry made in the Local Land Charges register in relation to this ~~Agreement~~Deed or otherwise to record the fact that it has come to an end and no longer affects the Obligation Land.

6.3 If any of the Owners make a request in writing for the District Council and the County Council to place a note against the entry made in the Local Land Charges register stating which obligations under this ~~Agreement~~Deed have been discharged and complied with, the District Council and the County Council having first been satisfied of the performance and satisfaction of that obligation will place such a note against the entry provided that no such request can be made on more than six occasions in each calendar year.

7. **NOTICES**

7.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

7.2 Any notice, demand or any other communication served is to be sent to:

7.2.1 the address of the relevant party set out at the beginning of this Agreement; and

7.2.2 for the ~~developer~~Developer, to its registered office address and to Mountpark, 7th Floor, Swan House, 17-19 Stratford Place, London, W1C 1BQ or to such other address as one party may notify in writing to the others at any time as its address for service.

7.3 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:

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

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

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

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7.4 If a notice, demand or any other communication is served after 4.00 pm 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.

7.5 For the avoidance of doubt, where proceedings have been issued in the courts in England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in ~~connections~~connection with those proceedings.

8. **THE COUNCILS' LEGAL FEES**

8.1 Upon completion of this Agreement the Developer is to pay to the District Council ~~their~~its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of [£xxxxx~~]~~].

8.2 Upon completion of this Agreement the Developer is to pay to the County Council ~~their~~its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of [£xxxxx].

9. **DETERMINATION OF DISPUTES**

9.1 Subject to **clause 9.7**, if any dispute arises relating to or arising out of the terms of this Agreement ~~either~~any party may give the other relevant parties written notice requiring the dispute to be determined under this ~~Clause~~**clause 9** and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

9.2 For the purposes of this **clause 9** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' relevant experience.

9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 9.4**.

9.4 Any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

9.5 The Specialist is to act as an independent expert and:

9.5.1 each party may make written representations within fifteen Working Days of his appointment and will copy the written representations to the other party;

9.5.2 each party is to have a further fifteen Working Days to make written comments on the other's representations and will copy the written comments to the other party;

9.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

9.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

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9.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

9.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

9.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 9, including costs connected with the appointment of the Specialist, the Specialist's own costs, and the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

9.7 This **clause 9** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

9.8 For the avoidance of doubt except where it is expressly stated that **clause 9** shall apply the provisions of this **clause 9** shall not affect the ability of the District Council or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

10. **WAIVER**

10.1 No waiver (whether expressed or implied) by the District Council, the County Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement 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~~from acting upon any subsequent breach or default.

11. **CHANGE IN OWNERSHIP**

11.1 The Owners agree with the District Council and the County Council to give the District Council and the County Council written notice of any change in ownership of any of their respective interests in the Obligation Land (with the exception of lettings of individual units and transfers to statutory undertakers) occurring before all the obligations under this Agreement 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 Obligation Land or Unit of occupation purchased by reference to a plan.

12. **JURISDICTION**

12.1 This Agreement is to be governed by and interpreted in accordance with the laws of England.

12.2 The courts of England are to have exclusive jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

13. **INDEXATION**

13.1 It is agreed that all Contributions in this Agreement shall be Index Linked from the date of this Agreement until the date a contribution amount or payment is due to be paid.

13.2 If the CPI Index is rebased or replaced an appropriate alternative index shall be substituted by the agreement of the parties to this Agreement. Any dispute concerning that substitution shall be resolved pursuant to **Clause 9**.

14. **INTEREST**

14.1 If any payment due to the District Council or the County Council under this Agreement is paid late interest will be payable from the date payment is due to the date of payment at 4% above the base lending rate of Barclays Bank plc prevailing at the time unless otherwise expressly stated in this Agreement.

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14.2 If any contributions are being returned by the District Council or the County Council under the terms of this Agreement such refund shall include the payment of any interest accrued while the monies were in the possession of the District Council or the County Council.

15. DATA PROTECTION

15.1 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:

15.1.1 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

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

~~15.~~16. VAT

~~15.1~~16.1 All consideration given in accordance with the terms of this ~~Agreement~~Deed shall be exclusive of 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..

~~16.~~17. AGREEMENT

~~16.1~~17.1 When the agreement, approval, consent or expression of satisfaction is required by the ~~Owner~~Owners from the District Council or the County Council under the terms of this Agreement such agreement, approval, consent or expression of satisfaction:

~~16.1.1~~17.1.1 must be evidenced in writing;

~~16.1.2~~17.1.2 shall not be unreasonably delayed; and

~~16.1.3~~17.1.3 except when stated in this Agreement to be entirely at the discretion of the District Council or the County Council shall not be unreasonably withheld.

~~17.~~18. USE OF CONTRIBUTIONS

~~17.1~~18.1 The District Council and the County Council covenant to provide the Owners with such reasonable evidence as they require to confirm the expenditure of the sums paid by the Owners under this Agreement within 20 Working Days of receiving a written request from the Owners to do so.

~~17.2~~18.2 The Owners may only make a written request under **clause 17.1** twice a year.

~~18.~~19. EXECUTION

~~18.1~~19.1 The parties have executed this Agreement as a deed and it is delivered on the date set out above.

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1 SCHEDULE ~~1~~1

Covenants with the District Council

Definitions

"Eligible Properties"	~~mean~~means the 46 residential dwellings the locations of which are shown on the Noise Impact Plan and **"Eligible Property"** shall mean any one of them
"Homeowner"	means the proprietor registered at HM Land Registry of either the ~~freeholder~~freehold interest or a long leasehold interest (of 99 or more years) in an Eligible Property **PROVIDED THAT**: in the event that an application for the registration of a transfer of the freehold interest or the grant of or transfer of a long leasehold interest in an Eligible Property at HM Land Registry is pending then the "**Homeowner**" means the transferee as identified in the completed transfer of the freehold interest or the grantee as identified in the completed grant of the long leasehold interest or the transferee as identified in the completed transfer of the long leasehold interest
"Homeowner Response Form"	means a form in the format contained in **Appendix ~~[X]~~5** which permits a Homeowner to either: (a) confirm that it accepts the Noise Insulation Offer and undertakes to use the Noise Insulation Payment for the carrying out of Noise Insulation Measures and for no other purpose; OR (b) confirm that it rejects the Noise Insulation Offer
"Noise Impact Plan"	the plan contained in **Appendix ~~[X]~~3** identifying the location of each Eligible Property
"Noise Insulation Contribution"	the sum of [£x]
"Noise Insulation Measures"	means either: (a) works to improve the acoustic performance of existing glazing to a bedroom window of an Eligible Property, such works may include provision of double glazing if not already present or provision of secondary glazing; OR

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	(b) provision of alternative means of ventilation to a bedroom of an Eligible Property to avoid the opening of a window
"Noise Insulation Offer"	means an offer made in writing by the ~~Owner~~Owners to each Homeowner for the payment of a Noise Insulation Payment by the District Council to the Homeowner such offer: (a~~)~~) to be in the form contained in **Appendix ~~[X]~~;4;** and (b) to be sent by special delivery guaranteed (tracked); and (c) to enclose two blank Homeowner Response Forms for completion by the Homeowner; and (d) to enclose a pre-paid envelope for reply to the ~~Owner~~Owners and a pre-paid envelope for a copy reply to the District Council
"Noise Insulation Offer Delivery Date"	means the date of delivery of a Noise Insulation Offer to a Homeowner
"Noise Insulation Payment"	means an amount in the sum of up to [£x per bedroom which faces the B4030] for funding Noise Insulation Measures at an Eligible Property and in each case such amount shall be the maximum sum payable in respect of that Eligible Property and shall be paid once only in full and final settlement of the mitigation.

THE OWNERS' COVENANTS

The Owners covenant:

1. To pay the Noise Insulation Contribution to the District Council prior to first Occupation of the first Unit to be Occupied and not to Occupy or permit Occupation of any Unit until the Noise Insulation Contribution has been paid to the District Council.

2. To make a Noise Insulation Offer to the Homeowner of each Eligible Property prior to first Occupation of the first Unit to be Occupied and not to Occupy or permit Occupation of any Unit until a Noise Insulation Offer has been made to the Homeowner of each Eligible ~~Occupier~~Property.

3. To provide the District Council with~~-~~:

3.1 a list identifying each Eligible Property; and

3.2 confirmation of the making of a Noise Insulation Offer to the Homeowner of each Eligible Property; and

~~1.~~3.3 confirmation of the Noise Insulation Offer Delivery Date in respect of each Eligible Property such confirmation to be given to the District Council within 7 ~~days~~Working Days following the Noise Insulation Offer Delivery Date in respect of the Homeowner of each Eligible Property.

4. That a Homeowner has a total of 36 Working Days following the Noise Insulation Offer Delivery Date to respond to the Noise Insulation Offer pursuant to **paragraphs 5 and 6**

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below and on the 18th Working Day following the Noise Insulation Offer Delivery Date the Owners shall write to the Homeowner of each Eligible Property which has not responded reminding them of the outstanding Noise Insulation Offer and the date by which they should respond.

~~2.~~5. That if a response is received from a Homeowner rejecting a Noise Insulation Offer or if within 36 ~~days~~Working Days following the Noise Insulation Offer Delivery Date no response is received from the Homeowner, in which case the Noise Insulation Offer ~~-~~shall be deemed to have been rejected, there shall be no continuing obligation in respect of the respective Eligible Property.

~~3.~~6. That if within 36 ~~days~~Working Days following the Noise Insulation Offer Delivery Date confirmation is received from a Homeowner that it accepts the Noise Insulation Offer payment of a Noise Insulation Payment shall be made by the District Council to the Homeowner of the respective Eligible Property pursuant to **Part 1** of **Schedule 3** PROVIDED THAT the Noise Insulation Payment shall be a single payment not exceeding the relevant maximum sum specified in the definition of Noise Insulation Payment, shall be made in full and final settlement of any entitlement of the Homeowner (including any successor in title) in respect of noise insulation for that Eligible Property under this Agreement, and the District Council shall have no obligation to make any further or additional payment to the Homeowner (or any successor in title) in respect of that Eligible Property.

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2 SCHEDULE 2

Covenants with the County Council

Definitions

"Bus Service Contribution"	the sum of £3,262,351 (three million two hundred and sixty two thousand and three hundred and fifty one pounds) payable towards the cost associated with provision of and/or improvements to bus services payable in the following tranches: - Tranche 1 - Tranche 2 - Tranche 3 - [tbc]
"Bus Infrastructure Contribution"	the sum of £130,984 (one hundred and thirty thousand nine hundred and eighty four pounds) payable towards the cost associated with the provision of bus service infrastructure including real time information, at a cost of £9,356 (nine thousand three hundred and fifty six pounds) per real time information sign at the following locations: • 2 stops (one in each direction on the Heyford Park Link Road); • 6 stops (three in each direction) on the estate road forming part of Work No. 7 of the DCO, based on max spacing of 400m; • 2 stops at principal access to the main site as per Work No. 11 of the DCO (one in each direction); • 2 stops (one in each direction) at the Energy Recovery Facility; • 2 stops (one in each direction) within Middleton Stoney
~~["~~"A4095/B4030 Roundabout Improvement Contribution~~"]~~"	the sum of £[] ([ ] pounds) for improvements to the roundabout at Vendee Drive ~~Roundabout~~.
"Framework Travel Plan"	the framework travel plan certified as part of the environmental statement pursuant to article [55] of the DCO
"Framework Travel Plan Monitoring Fee"	the sum of £3,374 (three thousand three hundred and seventy four pounds) for monitoring compliance with the Framework Travel Plan.
"Speed Limit Signs Contribution"	the sum of [£XXX] for the provision and installation of signs advertising the speed limits

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	imposed by article 17 and Parts 2 and 3 of Schedule 8 of the DCO.
"Weight Limit Signs Contribution"	the sum of [£200,000] (two hundred thousand pounds) for the provision and installation of signs advertising the heavy ~~good vehicles~~goods vehicle environmental weight limits imposed by article 20 and Part 4 of Schedule 9 of the DCO.

The Owners covenant:

~~4.~~7. **Part 1 – Financial Contributions**

~~4.1~~7.1 To pay the Bus Service Contribution as follows:

~~4.1.1~~7.1.1 Tranche 1 prior to first Occupation of ~~first Occupation of~~ the first Unit to be Occupied and not to Occupy any Unit~~;~~ until Tranche 1 has been paid to the County Council; and

~~4.1.2~~7.1.2 Thereafter to pay each of the remaining tranches on an annual basis on the anniversary of the payment of Tranche 1.

~~4.2~~7.2 To pay the Bus Infrastructure Contribution prior to first Occupation of the first Unit to be Occupied and not to Occupy any Unit until the Bus Infrastructure Contribution has been paid to the County Council.

~~4.3 To pay the A4095/B4030 Roundabout Improvement Contribution prior to first Occupation of the first Unit to be Occupied and not to Occupy any Unit until the A4095/B4030 Roundabout Improvement Contribution has been paid to the County Council.~~

~~4.4~~7.3 [DRAFTING TO BE UPDATED WITH THE CHANGE APPLICATION]To pay the Speed Limit Signs Contribution prior to first Occupation of the first Unit to be Occupied and not to Occupy any Unit until the Speed Limit Signs Contribution has been paid to the County Council.

~~4.5~~7.4 To pay the Weight Limit Signs Contribution prior to first Occupation of the first Unit to be Occupied and not to Occupy any Unit until the Weight Limit Signs Contribution has been paid to the County Council.

~~5.~~8. **Part 2 – Travel Plan Monitoring Fee**

~~5.1~~8.1 To pay the Framework Travel Plan Monitoring Fee prior to the Commencement of the Development.

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3 SCHEDULE ~~3~~3

District Council's Obligations

Definitions

"Eligible Properties"	as defined in **Schedule 1**
"Homeowner"	as defined in **Schedule 1**
"Noise Insulation Contribution"	as defined in **Schedule 1**
"Noise Insulation Payment"	as defined in **Schedule 1**
"Noise Insulation Offer"	as defined in **Schedule 1**
"Noise Insulation Offer Delivery Date"	as defined in **Schedule 1**

The District Council covenants:

1. **Part 1 – Noise Insulation**

1.1 Following receipt of written confirmation from a Homeowner of an Eligible Property within 36 ~~days~~Working Days following the Noise Insulation Offer Delivery Date of acceptance of a Noise Insulation Offer, to pay a Noise Insulation Payment to the Homeowner of the respective Eligible Property out of the Noise Insulation Contribution received from the Owners.

1.2 Following each rejection by a Homeowner of an Eligible Property of a Noise Insulation Offer or each deemed rejection of a Noise Insulation Offer in accordance with **paragraph ~~4~~5** of **Schedule 1**, to repay to the Owners a proportion of the Noise Insulation Contribution equivalent to a Noise Insulation Payment.

1. **Part 2 - Discharge of Owner Obligations**

1.1 Upon reasonable request from the Owners and subject to its reasonable and proper professional costs and charges the District Council will certify compliance or partial compliance with the provisions ~~on~~of this Agreement.

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4 SCHEDULE 4

County Council's Obligations

1. To use the contributions payable in accordance with **Schedule 2** for the purposes specified in **Schedule 2.**

2. To repay to the Owners or the party who paid the monies originally any part of the contributions to be paid in accordance with **Schedule 2** above together with simple interest at the base rate available from time to time of the Bank of England which remain Unused after a period of five years from the date the relevant contributions were paid to the County Council.

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1 APPENDIX ~~1~~1

Plan 1 – Obligation Land

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2 APPENDIX 2

Plan 2 – Order Limits

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APPENDIX 3

Noise Impact Plan

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APPENDIX 4

DRAFT Template Noise Insulation Offer

OXFORDSHIRE RAILFREIGHT LIMITED

NOTICE OF OFFER OF NOISE INSULATION PAYMENT

On [DATE] the Secretary of State for Transport made The Oxfordshire Strategic Rail Freight Interchange Order [DATE] (**Order**).

Your property has been identified as one of the properties having the potential to be affected by an increase in noise resulting from the highway mitigation works authorised by the Order.

Oxfordshire Railfreight Limited (**ORL**) is committed to securing the carrying out of such measures as are reasonably practicable to reduce and mitigate the impacts of operational noise on affected properties.

ORL is under an obligation to make an offer of payment to the owners of eligible properties for the purpose of carrying out noise insulation measures to bedrooms, involving either works to improve the acoustic performance of existing glazing; and/or provision of alternative means of ventilation to avoid the opening of a window.

The making of a noise insulation payment to owners of eligible properties would be administered by Cherwell District Council.

Enclosed with this notice are two copies of a form to enable you to notify the Council and ORL whether you wish to take up the offer of a noise insulation payment.

Please read the form carefully and complete both copies of the form. Two pre-paid envelopes are also provided for you to return the completed forms to the Council and to ORL.

Completed forms should be returned to the Council and to ORL by no later than [36 Working Days following the Noise Insulation Offer Delivery Date].

Should the Council and ORL not receive a completed form from you by [36 Working Days following the Noise Insulation Offer Delivery Date] then the offer to make a noise insulation payment in respect of your property will be assumed to have been declined.

Should you wish to raise any query in relation to the content of this notice or the completion of the form please direct your query to ORL using the following email address: [ORL email address].

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APPENDIX 5

Homeowner Response Form

OXFORDSHIRE RAILFREIGHT LIMITED

NOISE INSULATION PAYMENT RESPONSE FORM

Property details

Property address:	
Number of bedrooms within the Property which face the B4030:	
Homeowner(s) Name(s):	
Telephone Number:	
Email address:	

Please tick either box 1 or box 2 below.

Option 1 – Acceptance of the noise insulation offer

	I/We wish to accept ORL's offer to make a noise insulation payment for the carrying out of noise insulation measures at the Property.
	I/We acknowledge and agree that by accepting the offer to make a noise insulation payment I/We agree to use the noise insulation payment only for the purpose of carrying out noise insulation measures to bedrooms within the Property and I/We accept that the noise insulation payment is a capped sum paid once only in full and final settlement and that no further payment will be made in respect of the Property.

Option 2 – Decline of the noise insulation offer

	I/We do not wish to accept ORL's offer to make a noise insulation payment for the carrying out of noise insulation measures at the Property.

Property ownership declaration

I/We confirm that (tick as applicable):	
	I am the sole owner of the Property.
	We are the joint owners of the Property.
	I am authorised to sign this form on behalf of all owners of the Property. Please provide details below of the authority relied upon.

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Data protection

Cherwell District Council and ORL will use the information provided in this form solely for the purpose of administering noise insulation payments to the owners of eligible properties.

Signatures

Owner 1

Signature:	
Name:	
Date:	

Owner 2

Signature:	
Name:	
Date:	

Return of form

Please return this completed form by [36 Working Days following the Noise Insulation Offer Delivery Date] to:

[Council Contact Name / ORL Contact Name]

[Council address / ORL Address]

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EXECUTED AS A DEED BY)

OXFORDSHIRE ~~RAIL FREIGHT~~RAILFREIGHT LIMITED acting by)
……

in the presence of) ……

Witness signature

Name

Occupation

Address

EXECUTED AS A DEED BY)

JOSEPH ~~CHARES~~CHARLES PICKFORD ~~)~~)
……

in the presence of) ……

Witness signature

Name

Occupation

Address

EXECUTED AS A DEED BY)

CHARLOTTE EMILY MACCOLL ~~)~~)
……

in the presence of) ……

Witness signature

Name

Occupation

Address

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EXECUTED AS A DEED BY)

REBECCA ~~LOUSIE~~LOUISE PICKFORD)

.....

in the presence of) .....

Witness signature

Name

Occupation

Address

EXECUTED AS A DEED BY)

JAMES AUBREY CALCUTT) .....

in the presence of) .....

Witness signature

Name

Occupation

Address

EXECUTED AS A DEED BY)

RICHARD WILLIAM DEELEY) .....

in the presence of) .....

Witness signature

Name

Occupation

Address

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EXECUTED AS A DEED BY)

GUY PICKFORD) .....

in the presence of) .....

Witness signature

Name

Occupation

Address

THE SEAL of **CHERWELL DISTRICT COUNCIL** was hereunto affixed in the presence of:)
)

Authorised Officer

THE SEAL of **OXFORDSHIRE COUNTY COUNCIL** was hereunto affixed in the presence of:)
)

Authorised Officer

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