

**DELEGATED DECISIONS BY THE CABINET MEMBER FOR FINANCE,  
PROPERTY AND TRANSFORMATION**

**12 SEPTEMBER 2025**

**Guydens Farm, Northfield, Oxford**

**Report by the Director of Property & Assets**

**RECOMMENDATION**

- 1. The Cabinet Member is RECOMMENDED to**
  - a. Approve a Direct Award to enter into a site Promotion Agreement for the development of Guydens Farm, Northfield, Oxford, with existing Promoter of Brasenose College's land, Catesby Estates Limited; and**
  - b. Delegate authority to the Director of Property and Assets to finalise, and enter into, the Promotion Agreement in consultation with the Section 151 Officer and the Head of Legal and Governance.**

**Executive Summary**

2. Oxfordshire County Council (OCC) owns 23% (15.62 hectares) of a site identified for residential development in the South Oxfordshire District Local Plan 2035. The development is required to be masterplan-led. To date, Oxfordshire County Council has collaborated with the owner of the majority of the site and their promoter through a pre-application process to develop the overall masterplan. Following an analysis of the available options to obtain planning consent, deliver the infrastructure, and sell the plots of land, it is recommended that a site promotion agreement be entered into with the promoter already appointed for the majority of the site, by way of a direct award.
3. By entering into the promotion agreement, the costs and risks of the development are transferred to the promoter, who will, in return, receive a percentage of the net receipts from the sale of the site.

**Exempt Information**

4. Details of the promotion agreement are exempt because of the confidential nature of this information relating to the terms agreed. The heads of terms agreed are set out in detail in confidential Annex 2.

## **Background**

5. Land at Guydens Farm, Northfield is allocated in the South Oxfordshire District (SODC) Local Plan 2035 (Policy STRAT12) for the delivery of approximately 1,800 homes and supporting services. The allocated land comprises a total of approximately 67.90 hectares (167.78 acres). The County's land holding within the allocated area, known as Guydens Farm, comprises 15.62 hectares (38.59 acres) representing c.23% of the entire site. The remainder of the site (c.77%) is owned by one landlord, who have appointed a site promoter, following a tendering exercise, in 2016.
6. A conceptual masterplan was included within SODC's Local Plan, which was indicative, and a more detailed plan has been developed as the parties have gone through a pre app process and design review panels. The target is to have an agreed masterplan by autumn of 2025 with a planning application submission in November 2025.

## **Planning process**

7. SODC as Local Planning Authority, have made it clear to landowners that individual planning consents will only be considered once a comprehensive development led by a masterplan, of the entire site, has been agreed between the parties.
8. Oxfordshire County Council are a minority landowner and therefore, have limited influence into the masterplan process, although an active role has been undertaken working with the majority landowner and their promoter by way of a collaboration agreement with costs shared.

## **Risks and Value**

9. There are always risks associated with developments of this size. In addition to changes in the economic conditions there will be risk associated with obtaining planning consent, planning conditions imposed, highway and infra structure issues, appeals, objections, and legal challenges.
10. With this project there are also risks in terms of viability. The cost of the infra structure still needs to be determined, the s106 contribution needs to be agreed and there are additional risks with the knowledge that the sewage treatment works does not have capacity for a development of this size and the cost and timing of remedying this issue are not yet known.
11. With these "unknowns" valuing the site is difficult but based on what the Council does know the value of the site with the planning consent will more than treble compared to its current value.

## **Next steps**

12. To date both parties have worked together via a collaboration agreement, up to completion of the masterplan. How the parties work together after the masterplan stage needs to be agreed.
13. Developments of this scale with shared land ownerships, can be brought forward for development in several different ways.
14. At any time, OCC could sell the land for a one-off sum, or an initial payment and a further overage payment based on receipt of planning consent and development. The likely value will reflect the existing use value with the potential for future development, and the risks associated with obtaining planning consent. Should OCC go down this route and sell land without planning consent it will not optimise the value of the site and there will be no benefit from the investment there has been to date preparing a masterplan.
15. Another option is to continue to work in collaboration with the adjoining owner and their promoter, to bring forward a masterplan led development scheme, and then independently go it alone with a planning application. This will be an expensive and risky approach, and it is unlikely this will achieve the objectives of the comprehensive masterplan.
16. From the joint work undertaken to date on the masterplan many of the communal/ shared uses are in optimal positions on the wider site. If separate sites were developed these efficiencies would be lost and the overall number of units that could be delivered reduced. There would also be issues to resolve in respect where shared uses would be located, i.e. the school, the landscaped /wooded areas, and open spaces. How the development would operate post opening would also be jeopardised i.e. management / legacy companies.
17. Delivering each site separately would undermine the current site masterplan, potential site density would fall, delivery of infra structure costs would require separate agreement with neighbours, costs would rise, and delivery would be delayed. This option is not considered to be a realistic option.
18. OCC could collaborate with the promoter/ majority landowner on a joint planning application and then have the option to directly deliver the site and land sales, but significant financial investment from OCC will be required to contribute towards obtaining the planning consent and the subsequent sale of the land. Delivery of the infra structure would also need to be factored into any decision. Additionally, there is a risk that one party could make a 'drop-in' application that could render the entity of the original consent invalid.
19. There is also a risk that the delivery of the development is delayed, or it never happens meaning there is potentially no return on any investment.

20. A promotion agreement could be put in place whereby the promoter takes the responsibility for seeking planning consent and selling the site. The promoter takes the risks and will take a percentage of the total receipts to reflect this. This is the current arrangement the majority landowner have with their promoter.
21. The advantage to OCC of this option is that there is no capital outlay and little risk. The downside is that OCC's influence as a landowner may be considered to be reduced and the future receipts will be lower.
22. If this option were pursued the promoter would fully finance and submit a planning application on the allocated land and once consented, deliver the necessary infrastructure to service the site. This would enable the sale of serviced parcels on the open market on a competitive basis – thus ensuring the best price is achieved for all parties. An agreed marketing strategy would also ensure that land parcels would be sold at the optimum time in the market to ensure there is no saturation to dilute land values.
23. Entering into a Promotion Agreement would facilitate equalisation with the majority landowner on a gross area basis. The land sale proceeds would be split on the agreed proportions (less recovery of the promoter's costs and agreed percentage promotion fee).
24. Having one promoting party across the whole allocation enables the satisfactory management and delivery of planning obligations, both on and off-site works and financial contributions. The future management of the site and legacy can also be put in place for the whole site.
25. There are only two realistic options available for the delivery of the development. A collaboration agreement, or a promotion agreement. If the existing collaboration agreement is extended substantial capital will need to be incurred, with no guarantee of the land being sold and the possibility of the development not materialising. A promotion agreement derisks the delivery of the site and supports the delivery of a new development based on a masterplan.
26. It is recommended that OCC enters into a promotion agreement with promoter appointed by the site's majority landowner on the commercial terms.
27. Because a promoter has already been appointed following a tendering process a direct award is proposed. Legal advice has concluded that there appear to be strong technical reasons to consider a Direct Award under s41 of the Procurement Act 2023. This is subject to the caveat that the direct award justifications and technical reasons to support the Direct Award justifications set out in Schedule 5 of the Procurement Act 2023 remain vague and untested.

### **Corporate Policies and Priorities**

28. The development and sale of the site supports the agreed Property and Asset Strategy agreed in November 2022, by maximising the value of investments to support the long-term financial sustainability of the Council land and supporting the local community by the provision of land for social housing.

## Financial Implications

29. The sale will provide a capital receipt as set out in the disposals programme. The agreed sale price will reflect a period of open marketing of the site and will be net of agreed deductions under the promotion agreement. The disposal will therefore be compliant with the best value requirements as set out in section 123 of the Local Government Act 1972.

### Comments checked by:

Drew\_Hodgson  
Strategic Finance Business Partner (Resources)  
[Drew.hodgson@oxfordshire.gov.uk](mailto:Drew.hodgson@oxfordshire.gov.uk)

## Legal Implications

30. OCC has power to dispose of its land assets pursuant to Section 123(1) of the Local Government Act 1972, subject to its duty to ensure it receives best value for them. OCC owns the freehold to the site
31. Generally, OCC being a contracting authority for the purpose of Procurement Legislation, must advertise opportunities to the supplier market and conduct a competitive tendering procurement process, in accordance with the procedures and timescales of the Procurement Act 2023 ("PA 2023") and the Procurement Regulations 2024.
32. However, at times a contracting authority may need to award a contract to a supplier without first conducting a competition. This is known as Direct Award pursuant to Section 41 of the PA 2023 and a list of 13 "direct award justifications" are set out in Schedule 5 to the PA 2023.
33. When procuring goods, services or works, the procurement must also be conducted in accordance with the Council's Contract Procedure Rules.
34. OCC is requesting approval to make a Direct Award to Catesby Estates Limited, existing long-term Promoter of Brasenose College's land, thus enabling one single Promoter over the whole of the site, due to intertwined interests.
35. The technical reasons to be relied upon are as follows:
- i. **Minority Interest.** OCC only has a minority stake, 23% of the whole development site. Brasenose College are the majority shareholder of the site and have the controlling interest in the site and its future development. They have already appointed a promoter.

- ii. **Partnership.** To deliver the development a partnership with the majority landowner and their promoter must be firmly established.
- iii. **Masterplan.** South Oxfordshire District Council, as Local Planning Authority, have made it clear to landowners that individual planning consents will only be considered once a comprehensive development led by a masterplan, of the entire site, has been agreed between the parties.
- iv. **Project delivery.** Based on the discussions to date and feedback during the pre-application meetings and responses from Statutory Consultees, a scheme has been prepared that means that OCC would not be able to deliver a separate development.
- v. **The overall use of the site.** There are specific requirements that have been designed into the overall scheme that could not be accommodated on just the OCC site.
- vi. **Common features.** Site density, style, common facilities, school, shop, infrastructure, drainage, and sports facilities have been designed into the overall masterplan and could not be delivered effectively with two promoters.
- vii. **Timing.** Catesby Estates are looking to submit a planning application in Autumn 2025. To get to this stage has taken over 5 years work. Selecting an additional promoter will delay the application and delivery of the development by at least 2 years.
- viii. **Costs.** With more than one promoter acting on the whole site there will be significant duplication of costs, inefficiencies, greater risk and potential for disagreement and dispute.
- ix. **Relationship between promoters.** It is not usual practice for there to be more than one site promoter due to the need for complex agreement between the parties that promotes joint responsibility.
- x. **Competing interests.** Promoters may be unwilling to act with another promoter as they will immediately become a co-promoters or sub promoters, which will be contrary to their basis of appointment.
- xi. **Consistency.** With more than one promoter there is difficulty of providing the consistent assurances that future purchasers will need with a shared promotion. i.e. warranties, indemnities, guarantees.
- xii. **Risk.** With more than one promoter each will be reliant on the other and there is a greater a risk of failure. Should the financial position of one promoter change, it will impact the other impacting delivery.

- xiii. **Infrastructure.** The delivery of the site infrastructure cannot be delivered by two promoters.
  - xiv. **Legacy.** With a site of this nature, it is essential that a strategy for its legacy is established and delivered and agreed by one promoter acting for the whole site.
  - xv. **Delivery of Planning consent conditions.** There can only be one planning consent granted for the whole site based on the masterplan, including conditions and liabilities for s106 contributions and CIL payments. Two promoters cannot be jointly responsible for delivering these obligations as each would be dependent on another party over whom they have no control, leading to risk, potential dispute and /or non-delivery.
  - xvi. **Differing objectives.** With more than one site promoter there will be differing commercial objectives, visions and goals that will not be consistent.
  - xvii. **Site disposal.** For a development of this nature, the release of serviced parcels of land needs to be effectively managed to deliver the optimum financial return and two promoters with competing interests would be detrimental to maximising the overall capital receipt.
36. To date OCC have worked in collaboration with Brasenose College and Catesby Estates to prepare the masterplan and planning application, sharing cost and reports. If another promoter is appointed, additional surveys and reports need to be recommissioned, and a separate pre application/consultation process commenced resulting in time delays and additional cost.
37. Draft Heads of Terms have been presented to OCC in respect of the Promotion Agreement in respect of approximately 38.662 acres of farmland at Northfield, Oxford.
38. Under the Heads of Terms, yet to be signed by the parties, it is proposed to enter into a contract for the Promotion Period for obtaining planning permission of 8 years ending on 27th January 2033 (plus planning extensions should an application remain undetermined, or an appeal or legal proceedings are pending).
39. If at the expiry of the Promotion Period, where issues pertaining to planning permission, appeal, public inquiry, or judicial review remain to be determined or if planning permission has been obtained but sales of all parts of the Property have not yet been completed, the Promotion Period will be extended automatically to allow the decision to be received and/or the sales to be completed. The sales period following the grant of Planning Permission will last for up to 13 years to allow all consented land parcels to be sold.
40. Values are currently unknown but based on current OCC knowledge the current value of OCC's land will increase.

41. Under the PA 2023 s44(1), a Transparency Notice must be published before a contract is directly awarded. It provides an opportunity for interested suppliers and the wider market (prospective bidders) to consider the justification for direct award.
42. A standstill period is mandatory for most directly awarded contracts (section 51, PA 2023).
43. Standstill lasts for a minimum of eight working days following publication of the Contract Award Notice, during which time the contract may not be entered into.
44. S106 PA 2023 provides that a challenge must be brought within 30 days of Transparency Notice.
45. Direct Award Justifications under the recently implemented PA 2023 are, in many cases, yet to be tested.

**Comments checked by:**

Fiona Harte, Solicitor, Law and Governance  
Fiona.Harte@Oxfordshire.gov.uk

**Staff Implications**

46. There are no staff implications.

**Equality & Inclusion Implications**

47. There are no equality and inclusion implications.

**Sustainability Implications**

48. The development will be sustainable and aligned with net zero targets, with specific details to be determined through the planning application process. The project's vision is to establish a distinctive, environmentally conscious neighbourhood on the outskirts of Oxford that promote environmentally responsible lifestyles, foster a healthy and secure community, offering comprehensive amenities, and creating an appealing environment where residents can thrive.

**Risk Management**

49. There are always risks associated with developments of this size. These include changes in the economic conditions, site viability, planning consent, planning conditions, highways, appeals, objections, and legal challenges. By appointing a promoter who will pick up all future costs the risk is mitigated.



**Vic Kurzeja, Director of Property and Assets**

**Annex:** Annex 1 – Additional Information  
Annex 2 – Heads of Terms

**Background Papers:** Nil

**Contact Officer:** Michael Smedley, Head of Estates.  
Michael.smedley@Oxfordshire.gov.uk

**September 2025**