

DATED _____ **20[]**

([_____] **Town/Parish Council**

-and-

THE OXFORDSHIRE COUNTY COUNCIL

Draft

Short Form Agreement under
Section 278 Highways Act 1980 relating to highway
works at [_____]

JT/24256

Nick Graham
Chief Legal Officer and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS AGREEMENT is made on the _____ day of

Two Thousand and [_____]

BETWEEN:-

(1) **THE OXFORDSHIRE COUNTY Y COUNCIL** of County Hall, New Road, Oxford OX1 1ND (“the County Council”)

(2) [_____] of (“the Town/Parish Council”)

1. **Interpretation**

In this Agreement (and in the Conditions):-

1.1 “the Agreement” means this agreement including the Conditions

1.2 “the Conditions” means the County Council’s Conditions for Minor Highway Works (Town and Parish Councils) a copy of which is annexed and expressions defined in clause 1 of this Agreement shall bear the same meaning in the Conditions

1.3 “the Contract” means the contract for the [design and] construction of the Works to be let by the Town/Parish Council which will provide for no less than 10% of the contract sum under such contract to be withheld by the Town/Parish Council until the certificate of completion has been issued by the County Council further to Condition 13

1.4 “the County Payment” means the sum of [_____]

an obligation not to cause permit or allow infringement of
this restriction

2. **Preliminary**

- 2.1 The County Council is the highway authority for certain highways in Oxfordshire
- 2.2 The Works are works which the County Council is authorised to execute by virtue of the Highways 1980 Act
- 2.3 It has been agreed between the Town/Parish Council and the County Council that in lieu of the Town/Parish Council paying the cost of the Works they shall be executed by the Town/Parish Council [subject always to payment by the County Council as provided in clause 4]
- 2.4 This Agreement (which the County Council is satisfied will be of benefit to the public) is made under Section 278 of the Highways Act 1980

3. **Covenants**

The Town/Parish Council agrees with the County Council:-

- 3.1 to execute the Works entirely at its own expense [but subject always to payment by the Council Council further to clause 4] and to the satisfaction of the County Council
- 3.2 in executing the Works to observe and perform all the obligations which fall on the Town/Parish Council under the Conditions and

- 3.3 to complete the Works not later than [] and in any event within from the date on which the Works started
- 3.4 To pay to the County Council the Maintenance Costs forthwith on issue of the certificate of completion further Condition 13
- 3.5 Unless otherwise provided in the Agreement including the Conditions any sum payable to the County Council shall be paid within 28 days of written request and in case of default with interest at 4% above base rate of Lloyds Bank PLC from the due date to the date of actual payment)
[WHERE REQUIRED INSERT PROVISIONS FOR DEDICATION AND/OR EASEMENTS – See Annex]

4. **Funding**

- 4.1 The County Council will pay to the Town/Parish Council the County Payment within [10 working days] of the County Council receiving written notification from the Town/Parish Council that it has let the Contract [together with a copy of the Contract] Provided Always that:-
 - 4.1.1 Such notification is received no later than
[.....]
 - 4.1.2 The County Council is satisfied that the Town/Parish Council has funds to cover the balance of the contract sum
- 4.2 The Town/Parish Council shall not use the County Payment other than to fund the provision of the Works.

5. **Parties to 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 the Agreement without undue delay

6. **Third Party Rights**

The Agreement 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 County Council's statutory functions

7. **Notice**

Any notice or communication to be given to the County Council under this Agreement shall be sent to the Director for Environment & Economy of the County Council (Ref) County Hall, New Road, Oxford OX1 1ND or to such other person at such other address as the County Council shall direct from time to time

8. **No Waiver**

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

9. **No Fetter**

Nothing in the Agreement shall prejudice or affect the rights

powers duties and obligations of the County Council in the exercise of its functions in any capacity (including in connection with any application relating to the Works)

10. **Jurisdiction**

10.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales And the courts of England and Wales are to have exclusive jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement

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

- (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 Works abut the existing highway

(3) **Amenity and Accommodation Works**

The provision and construction of all such amenity and accommodation works as the County Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Works including:-

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

[CONDITIONS]

to be attached

ANNEX

Dedication

1. On the issue of the Certificate of Completion of the Works further to Condition 13 the whole of the land shown [*refer to dedication plan*] shall be deemed to have been dedicated as a public highway (for all public highway purposes including use by mechanically propelled vehicles) and shall thereafter subject to Condition 15 of the Conditions be highway maintainable at public expense
2. The County Council may after consideration of as built drawings require the substitution of a modified dedication plan in which one dedication as provided in clause 1 shall have affect in respect of the modified area.

Easements

3. Forthwith following the issue of the Certificate of Completion and on the same day as the issue of the Certificate of Completion the Town/Parish Council shall (and shall ensure that all other persons with an interest in the relevant land shown []) without any costs to the County Council complete a deed of grant of easement in the form of or substantially in the form of the draft attached
4. The Town/Parish Council consents to the noting of the provisions of clause 1 (agreement to dedicate) and clause 3 (agreement to grant deed of easement) on the register of title numbers [] and to provide the County Council with all reasonable assistance and documentation to effect the same

Consider further amplification if easement land is in third party ownership.

Where dedication and/or deed of grant is required it will be necessary for title to be considered and approved pre enter into Section 278 agreement.

SIGNED by [])
for and on behalf of)
OXFORDSHIRE COUNTY)
COUNTY COUNCIL)
in the presence of:)

Chief Legal Officer /
Designated Officer

SIGNED by [])
give position if signing for a Company)
or other body)
for and on behalf of)
)
in the presence of:)
