

**PROPOSED CHILTERN RAILWAYS (BICESTER TO OXFORD IMPROVEMENTS) TWA
ORDER**

**IMPLEMENTATION AGREEMENT BETWEEN
CHILTERN RAILWAYS AND
OXFORDSHIRE COUNTY COUNCIL**

1 Introduction

- 1.1 Oxfordshire County Council submitted a wide ranging objection (**OBJ 131**) to the proposed Order. Chiltern Railways has engaged in substantial additional technical studies and negotiations with the County Council to resolve those objections. Many of those objections had already been resolved before Proofs of Evidence were submitted. Negotiations have continued and all of the objections have now been resolved and the County Council and Chiltern Railways have signed an Implementation Agreement.
- 1.2 The County Council has formally withdrawn its outstanding objections and, before the close of the Inquiry, will submit a statement of support for the Order Scheme.
- 1.3 This note summarises the Implementation Agreement and sets out, in particular, those aspects of the agreement which are of wider public interest in relation to the planning and delivery of the Order Scheme. This note confirms evidence given to the Inquiry, for example, by Ian Gilder, in response to concerns expressed about the management of Water Eaton Parkway Station and park & ride site by the Oxford Green Belt Network (**OBJ 122**), the Council for the Protection of Rural England (**OBJ 195**) and Gosford and Water Eaton Parish Council (**OBJ 33**).

2 Scope and Duration of the Agreement

- 2.1 The agreement is between Chiltern Railways and the County Council. Network Rail has consented to Chiltern Railways entering into the agreement and the exercise by Network Rail of any powers and rights under the Order is subject to the terms of this agreement, as provide for by Article 44(3) of the draft TWA Order (Clause 2).
- 2.2 The agreement binds Chiltern Railways throughout their franchise agreement, although it would not be required to comply with those obligations which relate to Bicester Town, and Water Eaton Parkway stations if it ceases both to be the Station Facilities Owner and does not otherwise have sufficient interest or control in the land that would enable it to comply with the obligations. Such circumstances would only

be likely to arise if the franchise were to be terminated. Chiltern Railways' franchise runs, at present, until 2021. If extended or renewed, the agreement will remain in force (Clause 4).

- 2.3 Parts of the agreement will come into force from the date of the agreement but will fall away if the TWA Order is not made substantially in the form applied for. Other parts of the agreement only come into force when the Order is made and planning permission is granted. (Clause 4).

3 Proposed Planning Conditions

- 3.1 Chiltern Railways has agreed the wording of two planning conditions, in particular, (Conditions 7 and 25 in **CD/1.12/2**) with the County Council and cannot propose any changes to those conditions without the consent of the County Council. This is in response to the County Council's particular concern about archaeology at Alchester Roman town and to ensure that, as far as possible, the Water Eaton Parkway station and the car parks are managed in a sustainable and integrated way throughout the life of the development. (Clause 3.3).

- 3.2 Chiltern Railways and the County Council have agreed the wording of the remaining planning conditions set out in **CD/1.12/2**, but the agreement acknowledges that Chiltern Railways may need to make amendments to this group of conditions in order to make an appropriate response to any representations on conditions that might be made during the course of the inquiry. The County Council has reserved the right to make representations to certain conditions on which there are differences of opinion, namely, Conditions 20 and 22 in **CD/1.12/2** and the County Council's aspiration that, in the event that the Water Eaton Parkway station and car park cease to be used for those purposes, the land will be returned to appropriate 'green belt' uses. (Clause 3.4)

4 Compulsory Acquisition of Land

- 4.1 At Water Eaton Parkway, all of the land at present leased to Oxfordshire County Council and used as a Park and Ride site is included in Schedule 2 to the draft Order. Chiltern Railways has agreed to restrict the extent to which it will exercise the powers of compulsory acquisition of this land to the minimum necessary to construct and operate the station, car park and aggregates depot.
- 4.2 Certain small areas of that land on which station parking is to be built will be acquired permanently by Chiltern Railways, but the majority of the Park and Ride site will not be acquired. Chiltern Railways will only acquire permanent rights (of access etc) over defined parts of the remainder of the existing Park and Ride site. Chiltern Railways has agreed to minimise the duration of occupation and extent of any land at Water Eaton that it needs to use temporarily for the works. (Clause 6).

5 Adoption of Highways and Maintenance of Bridges etc

- 5.1 The agreement amplifies the provisions of Article 12 of the Order in relation to the extent of the new highways to be adopted and the division of responsibility for

maintenance of bridges over the railway between the County Council and Network Rail. (Clause 8)

- 5.2 A separate provision dealing with the adoption of Station Approach, Bicester is included in the agreement. (Clause 9.19)

6 Highway Design and Delivery

- 6.1 The agreement contains agreed in principle designs for the principal highway works, in particular the access junctions at Water Eaton Parkway and Station Approach/London Road, Bicester. In principle designs for the other new highways to be built and adopted are also included in the agreement.

- 6.2 The agreement amplifies the arrangements between Chiltern Railways and the County Council for the exercise of power in the Order for:

- (i) permanent stopping up of streets (Article 9);
- (ii) temporary stopping up of streets (Article 10);
- (iii) closures of level crossings (Articles 15 and 16); and
- (iv) traffic management (Articles 36 or otherwise).

- 6.3 The agreement prevents Chiltern Railways from operating commercial train services calling at Water Eaton Parkways until the station access junction works are complete. This might otherwise have been a matter to be the subject of a planning condition.

- 6.4 The agreement provides for the design approval, inspection etc of highways works in a similar form to an agreement under s278 of the Highways Act 1980.

- 6.5 The agreement prevents Chiltern Railways from operating the principal station car park at Bicester Town station until the Station Approach/London Road junction works are complete. It is formulated in this way because passenger services already use Bicester Town station and it will remain an 'open' station during the works. (Clause 9).

7 Provision and Management of Parking at Bicester Town Station

- 7.1 The agreement covers the arrangements for the provision of parking and other facilities at Bicester Town station. This includes the establishment of a Bicester Stations Transport Partnership to advise on traffic and parking management. (Clause 10).

- 7.2 These provisions are potentially of wider planning and public interest than other elements of the agreement. They are set out in Schedule B to the agreement and reproduced in full in Appendix A to this note.

8 The Provision and Management of Parking at Water Eaton Parkway Station

- 8.1 The agreement covers the arrangements for the provision and future management of parking and other facilities at Water Eaton Parkway station. This includes the establishment of a Water Eaton Parkway Management Group which will deliver the integrated management of the station and park and ride car parks, through a joint management arrangement between Chiltern Railways and the County Council. (Clause 11).
- 8.2 These provisions are potentially of wider planning and public interest than other elements of the agreement. They are set out in Schedule C to the agreement and reproduced in full, with the exception of paragraph 9 which is commercially sensitive, in Appendix B to this note.

9 Oxford Station

- 9.1 Chiltern Railways agrees to work together with the County Council, Oxford City Council and the Station Facility Owner, First Great Western, to facilitate the improvement and redevelopment of Oxford Station. (Clause 12).

10 Conclusion

- 10.1 This note summarises the provisions of the Implementation Agreement between Chiltern Railways and Oxfordshire County Council setting out those provisions which are of wider planning or public interest.

CRCL/OCC

12 January 2011

APPENDIX A

SCHEDULE B OF THE CRCL: OCC AGREEMENT

RELATING TO THE PROVISION AND MANAGEMENT OF

PARKING AT BICESTER TOWN STATION

SCHEDULE B

Arrangements for the provision and management of parking and other facilities at Bicester Town Station

1. Objectives

1.1 This agreement between CRCL and OCC has been established to pursue the following objectives for Bicester and the Bicester Town and Bicester North railway stations:

- (i) The provision of sufficient Long Stay Car Parking to meet the needs of rail users, in the first instance, for CRCL services and, in due course, for other passenger services that may be introduced from Oxford to Milton Keynes and beyond, as part of the project known as "the East West Rail project" or other projects;
- (ii) rail passengers are to be encouraged to make as large a proportion as possible of their overall journey by rail;
- (iii) the provision of sufficient good quality facilities for buses, taxis, cyclists and pedestrians to encourage users to travel by these modes;
- (iv) the provision of good quality and timely travel information;
- (v) rail passengers are to be encouraged, by the management of parking and other arrangements, to use non-car modes of access to the station when appropriate; and
- (vi) existing rail passengers who park at Bicester North Station are to be encouraged to use Bicester Town Station where this is convenient for their journey (origin and destination) to minimise unnecessary cross town centre car movements.

1.2 Taken together, these objectives should ensure that the numbers of passengers travelling by car to Bicester Town Station and Bicester North Station from the Bicester urban area will be minimised.

2. Capacity at new car park at Bicester Town Station

2.1 If CRCL is authorised by the Order to compulsorily acquire land within the limits of the land to be acquired shown in the Deposited Plans and Sections at Bicester Town Station for the provision of car parking, CRCL will, unless otherwise required to do so by the Secretary of State, only provide a maximum of 271 spaces of at grade parking (or up to 280 spaces if the additional 9 spaces can be accommodated without detriment to the bus turnaround area and pedestrian routes), including short stay spaces within the area of the red line shown on the

application for Deemed Planning Permission (in this Schedule “the Red Line Area”), at the commencement of operational commercial passenger services at Bicester Town Station by CRCL.

- 2.2 The construction of the car park deck at the car park referred to in paragraph 2.1 to bring capacity to a maximum of 500 spaces, will only proceed after due consideration by the BSTP, the arrangements for which are set out in paragraph 7 of this Schedule.

3. **Layout of car park and facilities**

- 3.1 Subject to the terms of any approvals given by the relevant local planning authority pursuant to the conditions attached to the Direction for Deemed Planning Permission, CRCL agrees to:-

3.1.1 lay out the station, car parks and accesses, including facilities for bus services, taxis and cycles in a way which is intended to encourage use by buses, pedestrians and cyclists. Any initial layout submitted for approval to the local planning authority shall substantially follow the principles in paragraph 1.1 and as shown in PFA drawing number E094/39 Revision D unless otherwise required by the Secretary of State:

3.1.2 provide four bus stops (a pair within the station forecourt adjacent to the station building and a pair on London Road, southeast of the level crossing) with a real-time information display and bus shelter within the forecourt and a real-time information display and bus shelter on London Road for southbound services, with appropriate raised kerbs and markings to OCC highway standards.

3.1.3 provide a minimum of 20 secure cycle lockers and a minimum of 60 covered “Sheffield” type cycle stands, or similar, within the Red Line Area in the station car parks as initially built. Further cycle stands will be provided if reasonably justified by demand.

3.1.4 construct two pedestrian crossing facilities on London Road, one to the north of the level crossing and one to the south. The specific type and location of the crossing is to be approved by OCC (such approval not to be unreasonably withheld or delayed).

3.1.5 provide appropriate cycling facilities along London Road, within the Red Line Area. The specific design and infrastructure is to include on-carriageway cycle symbols or cycle lane and appropriate signage.

3.1.6 design and construct, within the Red Line Area referred to above, a safe and direct cycle route to the location of the cycle parking from both the

London Road and Bicester Village directions, to provide access for rail users 24 hours a day. No new public rights of way will be created.

3.1.7 design and construct, within the Red Line Area, good pedestrian routes to the station substantially in accordance with the principles shown in PFA drawing E094/39 Revision D which achieves a suitable balance between providing good pedestrian routes and an appropriate number of parking spaces. These will be clearly signed, step free and follow, as far as possible, the desire lines of pedestrians from London Road and the Bicester Village directions, to provide access for rail users 24 hours a day. No new public rights of way will be created.

3.1.8 lay out Station Approach to facilitate the safe use by pedestrians and cyclists between London Road and Bicester Village and safeguard the land required for a bus gate or similar between the end of Station Approach and Pingle Drive. If, prior to the construction of the car park, OCC, Cherwell District Council and the landowner involved agree the design and funding of that bus gate, CRCL will make reasonable endeavours to design and construct its works to facilitate that provision.

4. Car park charges

4.1 CRCL agrees to impose and enforce charges for Long Stay Car Parking in the car parks at Bicester Town Station which are, subject to paragraph 4.2, at the same levels and times as those being applied at Bicester North Station to minimise cross-town movements from the northwest to Bicester Town Station.

4.2 Charges for users travelling by rail between Bicester Town and Oxford or other short distance journeys may be set at a lower level than those which apply to users at Bicester North.

4.3 Any changes to the charging principles set out in this paragraph shall be discussed and, if possible, agreed by the BSTP.

5. Bus services

5.1 CRCL agrees to continue to operate and fund the existing bus feeder routes to Bicester North Station (excepting the route linking Bicester North Station and the Bicester Village retail centre) or to operate a similar service comparable in scale up to and including 31 December 2015 or until the franchise requirement changes in this respect (whichever is the earlier).

5.2 CRCL and OCC agree to liaise with bus operators to facilitate the provision of routes and services which can best meet the needs of rail users at Bicester Town and Bicester North Stations.

5.3 CRCL will so far as reasonably practicable manage the bus facilities at Bicester Town Station to assist their effective use by rail users.

5.4 CRCL will not fund the operation of bus services except as set out in this paragraph.

6. **Monitoring arrangements**

6.1 CRCL agrees to record the numbers of vehicles using the Long Stay Car Parking in the station on a regular basis and to make that information available to OCC and Cherwell District Council for transport planning purposes.

6.2 CRCL agrees to undertake, at least annually, a survey of rail users, on a week day normally in May or October, to collect information about origins and destinations, journey purposes, mode of travel to and from Bicester Town Station and the reasons for passengers' modal travel choices. BSTP will be consulted about the design of the survey questions to be asked. CRCL will make the results of those surveys available to OCC and Cherwell District Council for transport planning purposes.

7. **The Bicester Stations Transport Partnership**

7.1 CRCL and OCC will establish the BSTP to review and make recommendations on:

7.1.1 performance in achieving the objectives set out in paragraph 1 of this Schedule.

7.1.2 The matters set out in paragraphs 7.5 and 7.6 and any other matters the BSTP agrees should be discussed by them

7.2 The members of BSTP shall comprise:

7.2.1 two representatives of OCC, being the deputy director of environment and economy - highways and transport and the cabinet member for growth and infrastructure; and

7.2.2 two senior representatives of CRCL, as the Station Facility Owner.

7.3 Other relevant parties may be invited to attend any meeting of the BSTP where that is agreed by representatives of both OCC and CRCL.

7.4 The BSTP shall meet annually or as otherwise agreed by the core members.

7.5 The matters to be reviewed by the BSTP shall include:

7.5.1 provision of walking, cycling and bus infrastructure to the stations;

- 7.5.2 provision of walking, cycling and bus infrastructure at the stations themselves;
 - 7.5.3 level of car parking charges at the stations;
 - 7.5.4 demand for parking at the stations;
 - 7.5.5 operation and effect of the use of the London Road level crossing;
 - 7.5.6 additional measures to encourage non-car means of access to the stations; and
 - 7.5.7 funding of any provisions or changes to access and parking.
- 7.6 CRCL will consult and have regard to the views of BSTP (if given within a reasonable period) when deciding whether construction of the permitted car park deck or other means of increased car parking at Bicester Town Station should proceed and will consult with BSTP who may consider if it is satisfied that all other reasonably practicable options have been exhausted and that there is a sound reasoned justification for the additional provision. Consideration will need to be given to:
- 7.6.1 impact of additional provision on non-car use;
 - 7.6.2 congestion and parking issues on the highway;
 - 7.6.3 commercial considerations of CRCL;
 - 7.6.4 satisfactory operation of the car parking serving the stations; and
 - 7.6.5 future provision for passengers using East-West rail services, if and when authorised.

APPENDIX B

SCHEDULE C AND PLAN 2 OF THE CRCL: OCC AGREEMENT

RELATING TO THE PROVISION AND MANAGEMENT OF

PARKING AT WATER EATON PARKWAY STATION

SCHEDULE C

THE PROVISION AND MANAGEMENT OF PARKING AND OTHER FACILITIES AT WATER EATON PARKWAY STATION

1. Objectives

- 1.1 The following are agreed by CRCL and OCC as objectives for the provision and management of facilities at Water Eaton Parkway station, including the WE Rail Users Car Park and including the operation of the WE P&R Car Park, currently operated by OCC: -
- 1.1.1 to ensure that the transport facilities at Water Eaton Parkway are operated, as far as possible, in an integrated manner, meeting the needs of all users, CRCL and OCC
 - 1.1.2 to sustain the existing core function of the existing WE P&R Car Park, that is the provision of an extensive parking facility where travellers can transfer from car to bus for journeys where the destination is within the Oxford ring road, and to develop it as a multi-modal interchange between bus, rail, car and non-motorised modes;
 - 1.1.3 to encourage rail users to make as large a proportion as possible of their overall journey by rail;
 - 1.1.4 to encourage rail users to travel to and from Water Eaton Parkway Station by non-car modes;
 - 1.1.5 to secure sufficient parking space to meet the reasonable needs of both rail and Park & Ride bus users;
 - 1.1.6 to provide high quality and sufficient facilities for buses, pedestrians, cyclists and taxis;
 - 1.1.7 to ensure that buses moving within the WE P&R Car Park (including for the avoidance of doubt the bus access road up to the junction with the A4165) are free from delays arising from other traffic
 - 1.1.8 to ensure appropriate provision is made for the safe operation of the aggregates terminal;
 - 1.1.9 to enable rail replacement bus services to stop at WE P&R Car Park bus terminal; and
 - 1.1.10 to provide for passengers using services on the East-West Rail project, if and when authorised.

2. **Layout and design principles**

2.1 When developing the detailed layout and design for the Water Eaton Parkway Rail Users Car Park and access, CRCL will consult with and have regard to the views of OCC. The detailed layout and design shall be consistent with the terms of clause 6 (Restrictions on powers of compulsory acquisition and other rights including rights of access). Subject to the terms of any approvals given by the relevant local planning authority pursuant to the conditions attached to the Direction for Deemed Planning Permission but nevertheless not so as to materially prejudice the operation of the existing WE P&R Car Park, CRCL agrees that the layout of the WE Rail Users Car Park and WE P&R Car Park will accord generally with that shown on PFA drawing no: E094/80. The following design principles will be followed: -

- 2.1.1 alterations to the layout of the existing WE P&R Car Park will be consistent with the terms of Clause 6 of this Agreement and be the minimum necessary to secure effective provision of the station, the station parking, access by station users and the aggregates depot and, so far as reasonably practicable, so as not to materially affect the operation of the existing WE P&R Car Park (including the bus terminal located therein) and for the avoidance of doubt shall not result in any net loss of parking spaces at the WE P&R Car Park or any significant changes to the route for buses travelling to or from the existing bus terminal;
- 2.1.2 in so far as it is reasonably practicable, the layout and underground services shall be designed to minimise disruption to the operation of the WE P&R Car Park during construction works by CRCL;
- 2.1.3 the layout of the car parks is to be designed, as far as possible, to allow for the subsequent installation of car park barrier controls for the WE P&R Car Park and the long stay elements of the WE Rail Users Car Parks;
- 2.1.4 the layout is to ensure (i) (subject to (ii)) access to and from the car parks marked "A" and "C" on Plan 2 and the aggregates depot is only possible via the perimeter road and (ii) access to and from the car parks marked "A" and "C" on Plan 2 via the WE P&R Car Park bus access road is only to be used by emergency vehicles.
- 2.1.5 two new bus stops and associated shelters, real time information are to be provided to "Premium Route" level by CRCL on the A4165 Banbury Road, as near as possible to the rail station entrance, built to OCC standards;

- 2.1.6 the existing WE P&R Car Park bus terminal to be used as the focal point for buses starting from/terminating at the combined car park. A safe pedestrian route will be provided to link the WE P&R Car Park terminal area with the rail station;
- 2.1.7 the signage is to be designed and maintained so that users are aware that the access to and from the car parks marked "A" and "C" on Plan 2 in the WE Rail Users Car Park is by the perimeter road referred to in clause 2.1.4 rather than the WE P&R Car Park bus access road;
- 2.1.8 the WE Rail Users Car Park, the access and (so far as is necessary to meet the design principle in paragraph 2.1.1) the WE P&R Car Park shall be designed to facilitate the joint operation of the two car parks but shall also so far as reasonably practicable, be designed so that the WE Rail Users Car Park and WE P&R Car Park could be operated separately (rather than being operated together) with the carrying out of the minimum further construction works to effect any such separation.

3. Restriction on use of Car Park B

- 3.1 The car park shown marked "B" on Plan 2 within the WE Rail Users Car Park shall be reserved for short-term car parking (no more than 30 minutes' stay) and parking by car-park season ticket holders only and appropriate signage to this effect will be provided.
- 3.2 CRCL shall comply with the terms of the proposed condition 25 (Car Park Provision and Management at Water Eaton Parkway) in Part 2 of Schedule F ("the Car Park Condition") as if it were set out as an obligation in this Agreement and whether or not a condition in that form is actually imposed on the Direction for Deemed Planning Permission PROVIDED ONLY that if the Secretary of State does impose a condition in a different form, CRCL shall not be required to take any action which is in contravention of an enforcement notice, breach of condition notice or stop notice issued by the local planning authority or of an injunction made by a court.
- 3.3 CRCL will use its reasonable endeavours to agree the text of a joint submission with the Council to support the imposition of the Car Park Condition prior to consideration of the conditions at the public inquiry.

4. Programme

- 4.1 Prior to the commencement of any works whose carrying out could adversely affect the operation of the WE P&R Car Park during construction, CRCL shall submit to OCC for approval a programme for the carrying out of the proposed works which is designed to limit so far as reasonably practicable such impacts

(such programme to include details of what works are proposed, where on the site, when and for how long and such approval not to be unreasonably withheld or delayed). Following such approval CRCL shall only carry out the works in accordance with the approved programme.

5. Facilities

- 5.1 CRCL agrees that it will only provide or permit the provision of facilities for transport or facilities for ancillary retail, catering or other services appropriate to a transport interchange. The land occupied by the aggregates depot is excluded from this restriction.

6. Capacity

- 6.1 CRCL will, in the first instance, construct no more than 815 spaces of at grade parking in the WE Rail Users Car Park, in line with predicted demand by 2016. Construction of the permitted deck will proceed only after agreement by the WEPMG, in accordance with the arrangements set out in paragraph 12 of this Schedule.

7. Management of facilities as a single entity

- 7.1 CRCL and OCC agree to manage the WE Rail Users Car Park and the WE P&R Car Park as a single entity. The WE P&R Car Park is currently managed by NSL Ltd under contract to OCC, with an end date of 2018. This current arrangement is to be reviewed and a way forward to be agreed by the WEPMG.

8. Charges

- 8.1 Charging levels for peak and off-peak use are to be the same at the WE Rail Users Car Park and the WE P&R Car Park (currently nil charge at the date of this Agreement) unless varied by decision of the WEPMG to ensure that: car park spaces continue to be available for both P&R and rail use; are only used by Park & Ride or rail users; and to ensure that a reasonable balance is maintained between the different uses. Any change to the P&R charges will be subject to the necessary legal procedure to be followed by OCC (i.e. making a car park order after public consultation and consideration of public response).
- 8.2 As at the date of this agreement OCC does not charge for parking at WE P&R Car Park. However, it is agreed that if, at the opening of the WE Rail Users Car park for public use, a charge is then being made at the WE P&R Car Park, the same charge shall be made for parking at the WE Rail Users Car Park.

9. Costs and revenue

Removed for reasons of commercial confidentiality.

10. **Operations Agreement**

10.1 CRCL and OCC shall use reasonable endeavours to enter an operations agreement no later than 6 months before the opening of the station to operational commercial passenger use, concerning the detailed joint operational management of the WE P&R Car Park and the WE Rail Users Car Park. This agreement is to be subsequently varied only by agreement of the WEPMG. The following matters or principles are agreed as the heads of terms for that agreement:

10.2 The Operations Agreement will cover the: -

10.2.1 extent of the site and facilities to be managed;

10.2.2 hours of operation;

10.2.3 number, duties and supervision of on-site staff;

10.2.4 provision and management of CCTV and other security;

10.2.5 responsibility for day to day cleansing and maintenance, including landscaping; provision and maintenance of signage, lighting etc;

10.2.6 equipment, collection of charges; making and enforcement of by laws;

10.2.7 the responsibilities of Thames Valley Police and British Transport Police in respect of policing;

10.2.8 actions to be taken in the event of overuse; and

10.2.9 provision of parking for CRCL's, Network Rail's, station traders' and car park operator's staff.

10.3 The Operations Agreement is to be reviewed periodically by the WEPMG at least once a year, unless otherwise agreed by CRCL and OCC.

11. **Monitoring Surveys**

11.1 Unless other arrangements are agreed by the WEPMG, CRCL agrees to undertake, at least annually, a survey of rail passengers, on a week day normally in May or October to collect information about origins and destinations, journey purpose, mode of travel to and from the station and reasons for choice of mode.

11.2 OCC is to undertake a similar survey of users of the Park & Ride facility on the same days.

11.3 The results of both surveys will be made available to the WEPMG, OCC and CRCL for planning purposes.

12. **The Water Eaton Parkway Management Group**

12.1 CRCL and OCC will establish a Water Eaton Parkway Management Group (WEPMG). This Group will oversee the contract to manage the car parks as a single entity and make other decisions regarding: -

12.1.1 the operation of the parking and other facilities, excluding the station itself and the bus terminal, in accordance with the objectives set out in paragraph 1 of this Schedule and the provisions in paragraphs 3.1 and 5 to 11;

12.1.2 proposed changes to arrangements for the operation of the parking and other facilities, excluding the station and the bus terminal, including charging strategy and the level of charging;

12.1.3 proposed changes to the layout of the car parks and/or accesses;

12.1.4 measures/works to manage car movements so as to prevent any interference with bus movements that does or would materially prejudice the operation of the WE P&R Car Park and associated bus service;

12.1.5 the possible separation of the operation of the car parks in accordance with paragraph 12.10;

12.1.6 the provision of car parks for passengers using the East-West rail project, if and when authorised; and

12.1.7 any other matters arising from the operation of the car parks that directly relate to the operation of either car park.

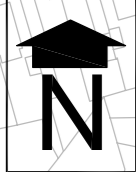
12.2 The core members will comprise two representatives of OCC, being the Deputy Director of Environment and Economy – Highways and Transport and the Cabinet Member for Growth and Infrastructure; and two senior representatives of CRCL, as the Station Facility Operator.

12.3 Any decision of the WEPMG shall be by agreement between both parties. Either party shall have a veto and the provisions contained in clause 15 shall not apply. When agreement cannot be reached on a particular matter the parties shall either decide not to pursue that matter or shall refer it to the Chief Executive of OCC and the Chairman of Chiltern Railways who shall endeavour to reach agreement. In the event that agreement can still not be reached, the matter shall not be pursued further. Different rules shall apply if the issue is whether to separate the operation of the two car parks, as set out in paragraph 12.10.

- 12.4 One representative each from Cherwell District Council as planning authority, Network Rail as landowner and any other Train Operating Company which has entered into a Station Access Agreement in respect of Water Eaton Parkway station, shall be entitled to attend the WEPMG by invitation, and other relevant parties may be invited to attend (subject to the agreement of all core members), but in all cases without decision making powers. The Group is to meet twice annually or as otherwise agreed.
- 12.5 CRCL and OCC agree to work with Network Rail to transfer the arrangements for continued joint management and the ongoing obligations in this Agreement contained in paragraphs 1, 3.1 and 5 to 12 to any successor Station Facility Owner
- 12.6 The WEPMG shall at a suitable point not later than one year from the opening of the Water Eaton Parkway Station review and make recommendations as to measures that can be implemented by any of the parties to encourage non-car means of access to rail services at Water Eaton Parkway Station.
- 12.7 The WEPMG shall review and make recommendations as to ways to provide additional parking to serve Water Eaton Parkway Station and the WE P&R Car Park facility, when that becomes necessary.
- 12.8 CRCL and OCC agree to monitor use of the car parks at Water Eaton Parkway and if the provision of additional parking appears likely to be required WEPMG will decide whether or not to provide that additional parking. In the first instance, that provision shall take the form of the deck to the WE Rail Users Car Park, permitted under the Direction for Deemed Planning Permission. WEPMG will decide upon the responsibility for the design and procurement of additional parking, including that permitted under the Direction for Deemed Planning Permission, or other extensions to the car park; the sharing of implementation costs, subject to available funding by both parties, of construction according to the likely use of additional parking and any changes necessary to the operation and management agreements in this Schedule.
- 12.9 In the event that at any time the WEPMG concludes that there is an interference with bus movements within the WE P&R Car Park (which shall be taken to include the access road from the A4165) that materially prejudices the operation of the WE P&R Car Park and associated bus service arising from traffic attributable to rail users using the existing bus access road, then CRCL shall at its own expense carry out such works or implement such measures as are agreed by the WEPMG to be necessary to resolve the problem.
- 12.10 In the event that either party expresses a wish to separate the operation of the two car parks and the WEPMG cannot reach agreement on this issue, the Chairman of CRCL and the Chief Executive of OCC shall use reasonable

endeavours to reach agreement on this issue but in default of agreement the decision shall be to separate the operation of the car parks.

- 12.11 Nothing in this Schedule shall be taken to preclude or prohibit CRCL undertaking or refraining to undertake anything that is a statutory or regulatory requirement of the DfT or the Office of the Rail Regulator.



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C	23/12/10	Minor amendment.	CS
B	23/12/10	Minor amendment.	CS
A	22/12/10	Colour added for legal agreement.	CS
Rev	Date	Description	Initials

Client
Chiltern Railways

Project
**Chiltern Railways
(Bicester-Oxford)
Improvements**

Drawing Title
**Water Eaton Car Parks
and Relocated Rail
Aggregates Depot**

Drawing No. **E094/67** Rev C

Date	November 2010
Scale	1:2000 @ A1
Drawn By	CS
Checked By	ES
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