



# Buckingham Town Council

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Town Clerk: Claire Molyneux

**FULL COUNCIL**

Wednesday, 13 August 2025

Councillors,

You are summoned to an Extraordinary meeting of the Full Council of Buckingham Town Council to be held on Monday, 18<sup>th</sup> August 2025 at 7pm in the Council Chamber, Cornwalls Meadow, Buckingham.

Please note that the meeting will be preceded by a Public Session in accordance with Standing Orders 3.e, 3.f, and 3.g, which will last for a maximum of 15 minutes. A member of the public shall not speak for more than 3 minutes. Members of the public can attend the meeting in person. If you would like to address the meeting virtually, please email [committeeclerk@buckingham-tc.gov.uk](mailto:committeeclerk@buckingham-tc.gov.uk) or call 01280 816426 for details.

The meeting can be watched live on the Town Council's YouTube channel here:  
<https://www.youtube.com/channel/UC89BUTwVpjAOEIdSlfcZC9Q/>.

Claire Molyneux  
Town Clerk

## AGENDA

### 1. Apologies for absence

Members are asked to receive apologies for absence.

### 2. Declarations of interest

To receive declarations of any personal or prejudicial interest under consideration on this agenda in accordance with the Localism Act 2011 Sections 26-34 & Schedule 4.

### 3. Planning Application - 25/02337/VRC Land Adj 73 Moreton Road

Variation of condition 1 (plans) relating to application 24/02616/VRC (Variation of condition 1, 2, 3, 4, 5 attached to 19/00902/ADP (Approval of Reserved Matters pursuant to outline permission (15/04106/AOP) for appearance, landscaping, layout and scale of a residential development of 12 dwellings).

*Radford [Radford Development Services Ltd.]*

A briefing report from the Planning Clerk is attached.

[BTC/55/25](#)

Twinned with Mouvaux, France;  Neukirchen-Vluyn, Germany  Valmadrera, Italy 

Members are reminded when making decisions that the Public Sector Equality Duty 2010 requires Members to have due regard to the need to: Eliminate unlawful discrimination, harassment and victimisation and other conduct that is prohibited by the Act, advance equality of opportunity between people who share a characteristic and those who don't, and to foster good relations between people who share a characteristic and those who don't. All Committee documents can be found on the Buckingham Town Council's website. Alternatively, the Clerk can send you a copy of any minutes, reports, or other information. To do this, send a request using the contact details set out above.

**4. Planning application : 24/01966/ADP – Amended Plans**

Land Off Osier Way East Of Gawcott Road And South Of Buckingham Ring Road

Submission of reserved matters details of appearance, layout and scale, pursuant to outline planning permission 19/00148/AOP (outline planning permission (with all matters other than means of access reserved) for a residential development of up to 420 dwellings (including affordable housing), and associated infrastructure including provision of open space (including formal play space); car parking; new pedestrian and cycle linkages; landscaping and drainage works (to include SuDS attenuation and two new accesses off Osier Way and one new access off Gawcott Road. Includes demolition of the existing pigsty) (Phase 3).

*Vistry Northern Home Counties*

To discuss and agree a response to the amended plans submitted for the above site.  
A briefing report from the Planning Clerk is attached.

[BTC/56/25](#)

**5. Bridge maintenance agreement**

- 5.1. To receive a report from the Town Clerk.
- 5.2. Bridge maintenance agreement.

[BTC/57/25](#)  
[Appendix A](#)

**6. Chair's announcements - for information only****7. Date of the next meeting:**

- Full Council: Monday 15<sup>th</sup> September 2025
- Interim Council: Monday 13<sup>th</sup> October 2025

**COMMITTEE IN PRIVATE SESSION****Exclusion of public and press**

**RECOMMENDED** In terms of Schedule 12A, Local Government Act 1972, the following items will be likely to disclose exempt information relating to establishment and contractual matters and it is, therefore, **RECOMMENDED** that pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960 the public and press be excluded. Members unanimously **AGREED**.

**8. Confidential update**

- 8.1 To receive a report from the Town Clerk.
- 8.2 Correspondence.

[BTC/58/25](#)  
[Appendix B](#)

**To:**

All Councillors

**BUCKINGHAM TOWN COUNCIL**  
**EXTRAORDINARY FULL COUNCIL COMMITTEE**  
**MONDAY 18<sup>th</sup> AUGUST 2025**

Agenda x

Contact Officer: Mrs. K. McElligott

**Briefing notes on the proposed variation**

**25/02337/VRC**

Land Adj 73 Moreton Road

Variation of condition 1 (plans) relating to application 24/02616/VRC (Variation of condition 1, 2, 3, 4, 5 attached to 19/00902/ADP (Approval of Reserved Matters pursuant to outline permission (15/04106/AOP) for appearance, landscaping, layout and scale of a residential development of 12 dwellings)

*Radford [Radford Design Services Ltd.]*



Location Plan



Site Plan

The site is on the western side of Moreton Road, almost where it starts to level out at the top of the hill, and opposite the Old Police Station and Addington Terrace. There is a steep bank along the roadside, topped with TPO'd trees necessitating a steeply curving access to the approximately level rough ground above which is where all the houses will be. The difference in level is 4.5m from road to housing level. There is no continuous footpath on the western side of Moreton Road, and no possibility of creating one, as the house below the site, Brae Lodge, comes right up to the road edge.

The access road will also be used by the residents of Roxwell, a large detached house in an oval plot between Overn Avenue and Moreton Road. Their new access is just past the U-bend between plots 11 & 12. The lane shown on the coloured map above will be closed up.

There has been one Variation of Condition of the Reserved Matters application 19/00902/ADP – that work must start within a calendar year of the date of approval (21/11/23). Work was delayed by the presence of the Protected Trees on the bank by the new access, so it was agreed that foundation work could start on two plots (9 & 10) where there were no problems with tree roots, in order to activate the approval and keep the application alive (24/02616/VRC, approved 24/11/24).

A new design consultant appears to have been appointed who has provided more detailed drawings of the house types, and therefore the list of drawing numbers on the decision sheet is entirely irrelevant and a Variation is required to put the new drawing numbers in place.

Plots number 1 to 12 starting on the left hand side of the access road as entered, with 5, 6 & 7 across the end, backing onto Brae Lodge and its garden, and returning with 8 to 12 to the U-bend in the access road.

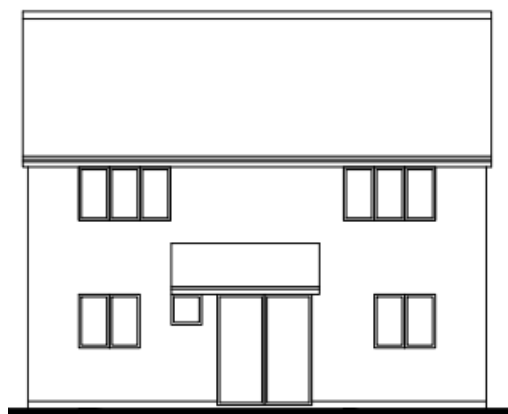
The house types and sizes are unchanged, but the new drawings show considerably more detailing. There are 2 pairs of semi-detached: one pair with 2 bedrooms and a single ground floor room, the other with three bedrooms and a dining/sitting room and separate kitchen. There are 2 3-bedroom detached houses and 4 4-bedroom detached houses. All houses have at least one en-suite bathroom, and a downstairs cloakroom.

All the houses that had chimneys still have chimneys; the ones without are the four semidetached (2 & 3; 9 & 10) and the two first encountered on the way in (1 & 12).

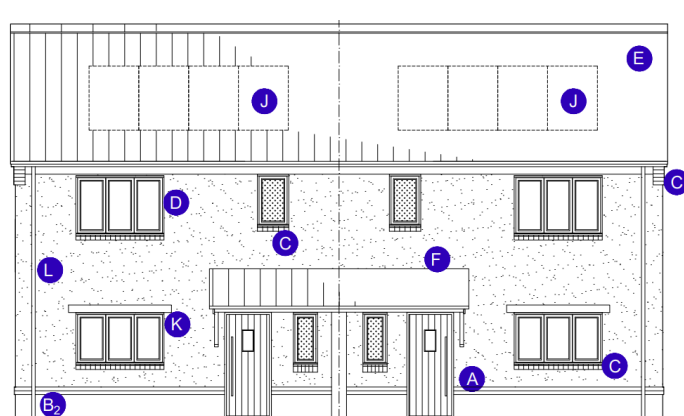
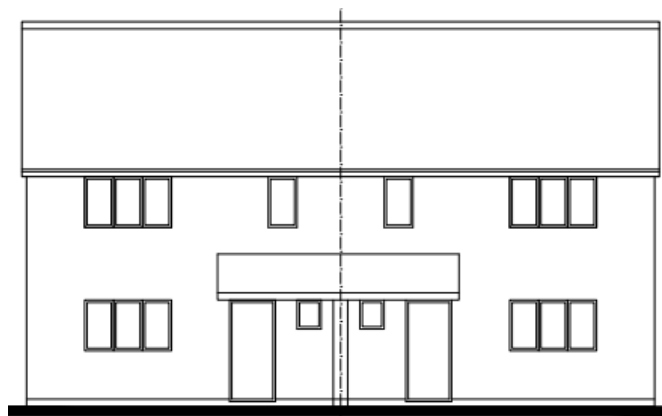
Plots 1, 2/3, 9/10 & 12 do not have garages. All plots have at least 2 driveway spaces, and some have three. Houses without garages are to be provided with a cycle shed.

A materials sheet is also provided – there are two colours of red brick, and a contrasting orange brick for the decorative banding, cills and headers; The semi-detached pairs will be rendered in an off-white. Some window lintels will be in a 'Cotswold' reconstituted stone. Five of the roofs (2/3, 7 & 9/10) will be in a red-tile, and the rest in a rather darker natural slate. All but one (Plot 7) will have a timber-framed porch canopy. All houses are drawn with a designated roof area for future solar panels.

Contrast between 2019 design and 2025 submission (front elevations only)

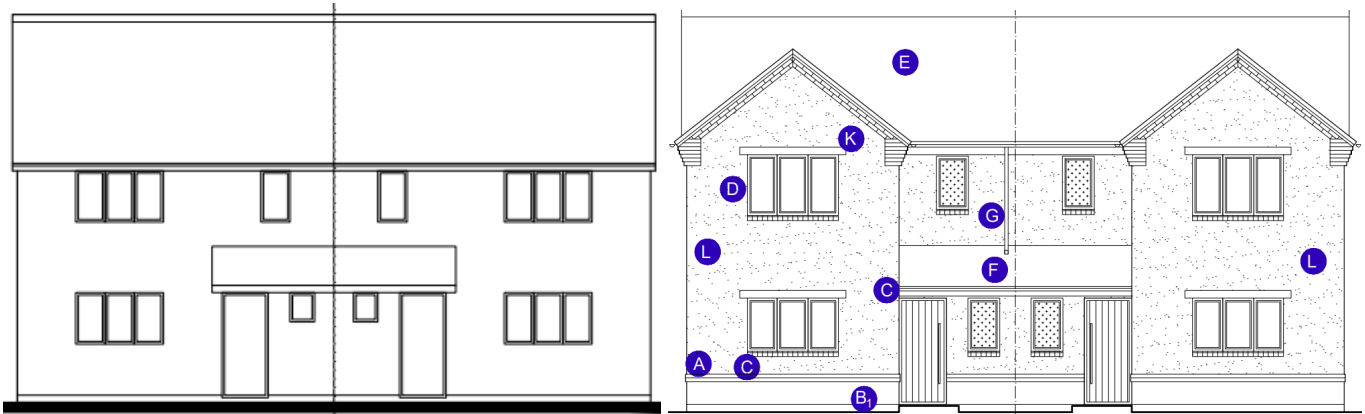


Plots 1 & 12 (3-bed detached)

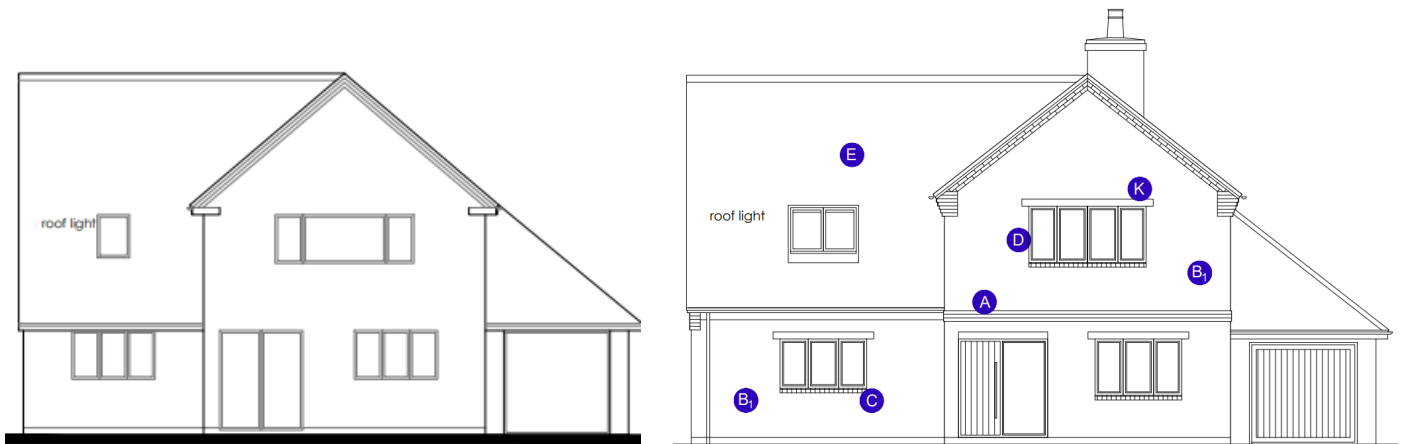


Plots 2/3 (3-bed semidetached)

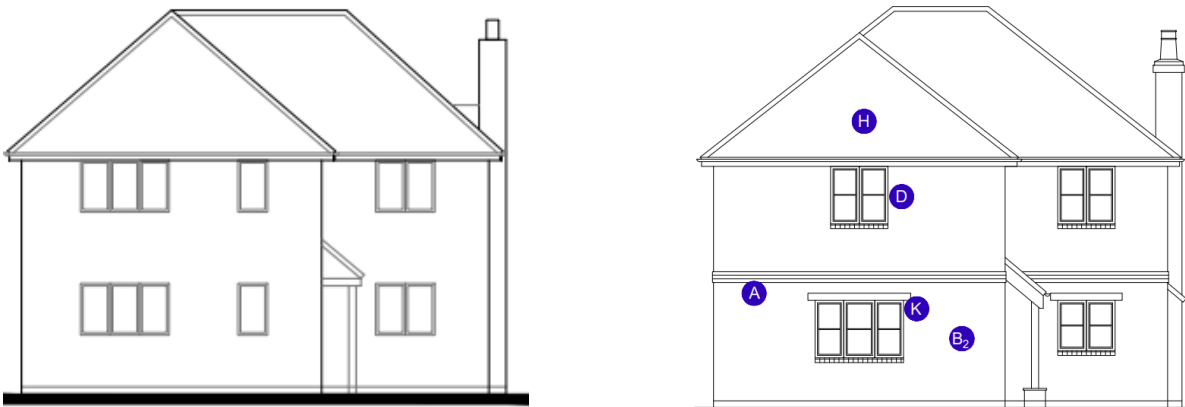




Plots 9/10 (2-bed semidetached) (solar panel area on rear roof)



Plot 7 (4-bed detached) (solar panel area on rear roof)



Plot 8 (4-bed detached) (solar panel areas on side and rear roofs)

Key for 2025 drawings

- |   |  |
|---|--|
| <b>A</b> Projecting brick band  | <b>F</b> Timber framed porch canopy                    |
| <b>B<sub>1</sub></b> Facing brick 1 - Imperial Regency Handmade Brick Red     | <b>G</b> Black upvc rainwater goods                    |
| <b>B<sub>2</sub></b> Facing brick 2 - Michelmersh Freshfield Lane Multi Brick | <b>H</b> Natural slate tiled roof                      |
| <b>C</b> Contrasting brick - Imperial Bricks Handmade Heritage Soft Orange    | <b>J</b> Allocated area for future PV panels           |
| <b>D</b> Coloured UPVC flush casement windows                                 | <b>K</b> Reconstituted stone lintols - Colour Cotswold |
| <b>E</b> Concrete plain tiled roof  | <b>L</b> Rough cast render - Colour: Silver Pearl      |

## Recent property history

1	15/04106/AOP	Outline application with access to be considered and all other matters reserved for the erection of up to thirteen dwellinghouses with associated parking and amenity space provision. Construction of new vehicular access and closure of existing access from Moreton Road.	Approved
2	19/00902/ADP	Approval of Reserved Matters pursuant to outline permission (15/04106/AOP) for appearance, landscaping, layout and scale of a residential development of 12 dwellings. (outline application was not an EIA application)	Approved
2a	19/A0902/NON	Non-material amendment	Approved
3	24/01069/VRC	Variation of condition 16 (access) attached to 15/04106/AOP (Outline application with access to be considered and all other matters reserved for the erection of up to thirteen dwellinghouses with associated parking and amenity space provision. Construction of new vehicular access and closure of existing access from Moreton Road) To enable development to be commenced more expeditiously	Approved
4	24/02248/ATP	Proposed works: Removal of 3No trees: T13 - Lawson Cypress T14 - Ash (Common) T17 - Western Red Cedar Trees to be felled to ground level and stumps ground-out. These trees are subject to TPO/1991/No.31/G2. Reason for removal: Trees generally in poor condition, or of low quality with reduced life expectancy, and trees will be significantly harmed by consented scheme (Planning Ref: 15/04106/AOP & 19/00902/ADP), thus making their retention untenable. Replacement Planting: Recommend replacement planting to be provided in similar location, but with greater separation from existing tree groups so as to ensure adequate space for trees to reach maturity. These would consist of heavy standards of either native or naturalised species and would be planted in accordance with BS 8545:2014	Withdrawn
5	24/02614/VRC	Variation of conditions 4, 6, 7, 8, 10, 11, 12, 13, 17, and 20 attached to 24/01069/VRC (Variation of condition 16 (access) attached to 15/04106/AOP (Outline application with access to be considered and all other matters reserved for the erection of up to thirteen dwellinghouses with associated parking and amenity space provision. Construction of new vehicular access and closure of existing access from Moreton Road) To enable development to be commenced more expeditiously)	Approved
6	24/02615/VRC	Variation of condition 4, 6, 7, 8, 10, 11, 12, 13, 17, and 20 attached to 24/01069/VRC (Variation of condition 16 (access) attached to 15/04106/AOP (Outline application with access to be considered and all other matters reserved for the erection of up to thirteen dwellinghouses with associated parking and amenity space provision. Construction of new vehicular access and closure of existing access from Moreton Road) To enable development to be commenced more expeditiously)	Withdrawn
7	24/02616/VRC	Variation of condition 1, 2, 3, 4, 5 attached to 19/00902/ADP (Approval of Reserved Matters pursuant to outline permission	Approved

		(15/04106/AOP) for appearance, landscaping, layout and scale of a residential development of 12 dwellings)	
8	24/02617/VRC	Variation of condition 1, 2, 3, 4, 5, 8 attached to 19/00902/ADP (Approval of Reserved Matters pursuant to outline permission (15/04106/AOP) for appearance, landscaping, layout and scale of a residential development of 12 dwellings) Phase 1 shall involve solely the digging of a foundation trench coupled with pouring of concrete footings for the dwellings at Units 9 and 10 and involve works solely within the land coloured in pink, blue, yellow and orange on plan ref. 1532-02F	Withdrawn
9	25/02337/VRC	Variation of condition 1 (plans) relating to application 24/02616/VRC (Variation of condition 1, 2, 3, 4, 5 attached to 19/00902/ADP (Approval of Reserved Matters pursuant to outline permission (15/04106/AOP) for appearance, landscaping, layout and scale of a residential development of 12 dwellings)	Pending Consideration

KM

13/8/25

**BUCKINGHAM TOWN COUNCIL**  
**EXTRAORDINARY FULL COUNCIL COMMITTEE**  
**MONDAY 18<sup>th</sup> AUGUST 2025**

Agenda x

Contact Officer: Mrs. K. McElligott

**Briefing notes on the proposed changes**

**24/01966/ADP – Amended Plans**

Land Off Osier Way East Of Gawcott Road And South Of Buckingham Ring Road

Submission of reserved matters details of appearance, layout and scale, pursuant to outline planning permission 19/00148/AOP (outline planning permission (with all matters other than means of access reserved) for a residential development of up to 420 dwellings (including affordable housing), and associated infrastructure including provision of open space (including formal playspace); car parking; new pedestrian and cycle linkages; landscaping and drainage works (to include SuDS attenuation and two new accesses off Osier Way and one new access off Gawcott Road. Includes demolition of the existing pigsty) (Phase 3)

*Vistry Northern Home Counties*

This is Phase 3 of 4 (134 dwellings of the approved 420). The original application was submitted on 5<sup>th</sup> July 2024, with a substantial number of documents and drawings related to the drainage and SuDS system added in March/April 2025; apart from some consultee responses, there has been no other documentation added until the 44 amended plans submitted on 21<sup>st</sup> July 2025.

The street layout has been changed, necessitating related changes to many drawings. Some of the affordable housing has been re-sited, making two smaller 'clusters' out of one which was just on the maximum number Buckinghamshire allows (18). The totals of Sale and Affordable are unchanged.

The cover letter indicates that Vistry would like to withdraw the landscaping details from this application, and reapply at a later date. Indicative positions for future tree planting have been retained on the new drawings for information. Their suggested new description is as above; the original version was:

Submission of details reserved matters for Phase 3 for the erection of 134 dwellings along with landscaping, garages, roads, and all ancillary works pursuant to outline planning permission 19/00148/AOP (Outline Planning Application (with all matters other than means of access reserved) for a residential development of up to 420 dwellings (including affordable housing), and associated infrastructure including provision of open space (including formal playspace); car parking; new pedestrian and cycle linkages; landscaping and drainage works (to include SuDS attenuation) and two new accesses off Osier Way and one new access off Gawcott Road. Includes demolition of the existing pigsty)

There are no travel/highways, landscaping or drainage/SuDS drawings or documents with the new batch.





Original site layout



Amended site layout plan - house design changes ringed in red, minor road changes blue

## 1. Housing numbers and sizes

(M4/2 is adaptable for the disabled; M4/3 is with disabled access & fittings and a 'disabled' parking bay):

<b>Open Market Sale – 65%</b>					
House type	description	No. of bedrooms	Number (2024)	Number (2025)	change
Buckthorn	Flat over garage	2	2		-2
2BB	Bungalow	2	0		=
Holly	House (M4/2)	2	5	5	=
	<b>2-bed subtotal</b>		<b>7</b>	<b>5</b>	<b>-2</b>
The Rowan	House (M4/2)	3	16	15	-1
The Cypress	House (M4/2) + parking space/single garage	3	25	26	+1
The Spruce	House (M4/2) + parking space/single garage	3	15	16	+1
	<b>3-bed subtotal</b>		<b>56</b>	<b>57</b>	<b>+1</b>
The Aspen	House (M4/2) + single garage	4	9	9	=
The Chestnut	House (M4/2) + single garage	4	4	3	-1
The Briar	House (M4/2) + single garage	4	3	4	+1
The Mulberry	House (M4/2) + single garage	4	4	4	=
	<b>4-bed subtotal</b>		<b>20</b>	<b>20</b>	<b>=</b>
The Birch	House (M4/2) + double garage	5	1	2	+1
The Yew	House (M4/2) + double garage	5	1	1	=
The Lime	House (M4/2) + double garage	5	2	2	=
	<b>5-bed subtotal</b>		<b>4</b>	<b>5</b>	<b>+1</b>
<b>TOTAL</b>			<b>87</b>	<b>87</b>	<b>87</b>

<b>Affordable Housing (35%)</b>					
House type	description	No. of bedrooms	Number (2024)	Number (2025)	change
1B	Maisonette – ground floor (M4/3)	1	3	3	=
	Maisonette – first floor	1	3	3	=
	<b>1-bed subtotal</b>		<b>6</b>	<b>6</b>	<b>=</b>
2B	Maisonette – ground floor	2	2	2	=
	Maisonette – first floor	2	2	2	=
	Maisonette – ground floor (M4/3)	2	4	4	=
	Maisonette – first floor	2	4	4	=
AF2B	Bungalow (M4/3)	2	0	0	=
AF2 FOG	Flat over garage	2	1	1	=
B4	House	2	4	4	=
	<b>2-bed subtotal</b>		<b>17</b>	<b>17</b>	<b>=</b>
B6	House	3	20	20	=
	<b>3-bed subtotal</b>		<b>20</b>	<b>20</b>	<b>=</b>
B8	House	4	4	4	=
	<b>4-bed subtotal</b>		<b>4</b>	<b>4</b>	<b>=</b>
<b>TOTAL</b>			<b>47</b>	<b>47</b>	<b>47</b>

Members will note that the Affordable Housing is unchanged as to numbers and sizes, but it has been redistributed on the site. The Flat-over-garage has three parking bays beneath it – 2 marked with the flat's plot number, one for an adjacent maisonette. Otherwise the Affordable Housing has no undercover parking.

One **J**-shaped terrace of maisonettes with a parking court has been replaced with detached sale houses and the same number of affordable houses re-sited at the eastern end of the site, with kerbside parking. Comparison plans are on page 5.

## 2. Boundary Treatments and Materials

Members will note an increase in number of dwellings with higher-quality materials (pink stars) but fewer with chimneys on the interior streets (brown stars).

Comparison plans are on page 6.

### 3. Parking & EV charging

On the original drawing the Visitor parking was exclusively around the edges of the estate, and the EV charging points not included at all. The new layout has additional parking for visitors within the estate, and charging points for every house. However, once again, none of the Visitor parking has a charging facility. All the perimeter Visitor parking is unchanged except for 6 bays at the eastern end which have been relocated south of the central internal block at the western part:



from here to here (see full drawing on page 7.)

### 4. Surface materials (roads and paths)

Apart from the new road layouts, some paths of self-binding gravel have been added – two long ones through green areas, and some new access paths to rear gardens, to parking bays or for hauling bins to Collection Points.

Minor roads and culs-de-sac are block paved (two grades; one for trafficked areas, one for private drives) Comparison drawings are on p.8 and some examples of long link paths on p.9

### 5. Refuse collection

The new road layout means fewer 'Bin Collection Points' than before but some of the haul distances are still over the maximum in Buckinghamshire Council's guidelines. The number of flats for the disabled with a long distance to the nearest place the truck can get to is of concern, see plan on p.9 and table on p.10.

### 6. House styles

The majority of house styles are not changed; there are some – notably the ones which have been re-sited, see Affordable Housing above – which have minor changes such as whether the patio doors are on the side or the rear because of the new road layout but the whole set has been resubmitted, presumably for completeness.



**Comparison plans:****1. Distribution of Affordable Housing (Orange = Shared Ownership; Blue = Affordable Rent)**

Original



Amended



## 2. Boundary Treatments and Materials



Original



Amended

### Key - External Finishes

#### Walling types:

- ① S Red Brick 1- Stock (TBC)
- Red Brick 1- Wire cut (TBC)
- ② S Red Brick 2- Stock (TBC)
- Red Brick 2- Wire cut (TBC)
- ③ S Purple Multi Stock
- Chalk Render and Purple Multi Stock
- Rose Render and Purple Multi Stock
- \* Denotes higher quality materials within remainder of the site (40% dispersion)

#### Roof Tiles:

- ① Grey Tile (Higher Quality)
- ② Grey Tile
- ① Red Tile (Higher Quality)
- ② Red tile

#### Boundary Treatments:

- 1.8 m high close boarded fencing
- 1.8 m high brick masonry wall

### Detailing:

- V1- Formal
- V3 - Render
- V4 - Affordable
- \* Chimney (34)

Where boundary along the parcel edges are not specified existing hedgerows or existing fences are retained.

### NOTE:

- All RWP to be black
- All windows frames to be white
- All doors to be black
- All garage doors to be black



3. Parking and EV charging



Original



Amended

Key - Parking strategy

Provision required:		
No. of 1 Beds:	06 @ 1* space per unit	= 6
No. of 2 Beds:	22 @ 2 space per unit	= 44
No. of 3 Beds:	78 @ 2* space per unit	=156
No. of 4 Beds:	23 @ 3 space per unit	= 69
No. of 5 Beds:	05 @ 3* space per unit	= 17.5
<b>Total:</b>	<b>134</b>	<b>=292.5</b>

\*Additional 0.5 spaces/ unit to be provided as Visitor/ Opportunity Parking =44.5

**Total no. of Parking Spaces required:** =337  
Spaces per unit =2.5

Provision achieved:	
	On-Plot private parking (270)
	Spaces available within garages (8)
	Visitor parking spaces (59)
	M4(2) allocated parking
	M43 allocated parking
	Standard allocated parking

**Total no. of Parking Spaces available:** =337  
Spaces per unit =2.5

**EV Charging points:**  
 Indicative EV Charging point locations







Key is for Amended Plan



#### 4. Surface materials (roads and paths)



Key - Surface finishes

-  Bitmac surfacing
-  Paving Slab
-  Block Paving 1
-  Block Paving 2
-  Grasscrete
-  Self-binding gravel

Original



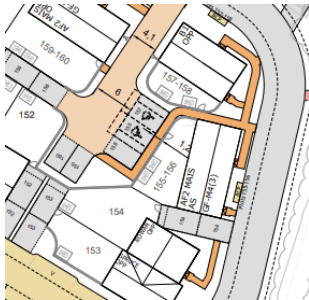
Amended



Some examples of long paths:



approximate scale



The zigzag path is c30m from cul-de-sac to main road



This straight path is c35m long  
The two paths to the cul-de-sac are c.18m



The L-shape is c.20m but looks as though it ought to continue, to serve the middle house's garden

## 5. Refuse strategy



The new drawing has been marked up to be clearer at this scale.

Green spot = Bin Collection Point (BCP).

Yellow Spot means the plot has an M4/3 ground floor flat for a disabled person.

A blue star marks the nearest place the refuse truck can reach, and a green arrow shows the measured haul distance for the operatives from collection point to the truck. Buckinghamshire's guideline is 15m max. Buildings shaded red are the plots served by each collection point. Red arrows show the distance residents are expected to haul their bins for collection. Buckinghamshire's guideline is 25m. maximum.

In the table below, distances greater than the relevant maximum are highlighted.



Comparison with the drawing on the previous page shows how block paving affects where the trucks can go.

BCP	Plots served	Measured haul distance to BCP from Plot No. given	Measured haul distance BCP to kerb	Disabled-access flats served
1	159,160	Negligible (159/160)	BCP is kerbside	159
2	157,158	Negligible (157/158)	BCP is kerbside	157
3	200,201,234,235	24m (200/201)	5m	
4	238,239,248	35m (248)	1m	
5	240-247	42m (246/247)	10m	240, 242, 244
6	249, 250, 251	19m (249)	4m	
7	192,193	25m (193)	19m	
8	194, 195, 196	30m (194)	3m	
9	122,123,124,125	19m (122)	14m	
10	129, 130, 131	negligible (129/130 & 131)	BCP is kerbside	
11	172, 173, 174	21m (172)	6m	
12	170	8m (170)	5m	
13	204,205,206,207	16m (204)	10m	
14	200,201,202,203	5m (202)	15m	
15	155/156	Negligible (155/156)	BCP is kerbside	155

KM

1/8/25

**Buckingham Town Council  
Full Council  
Monday 18<sup>th</sup> August 2025**

Contact Officer: Town Clerk

**Bourton Park footbridge maintenance agreement**

**1. Recommendations**

- 1.1. It is recommended that Members agree the attached maintenance agreement for the footbridge in Bourton Park between the Town Council and Buckinghamshire Council.

**2. Background**

- 2.1. As a part of the right of way diversion process Buckinghamshire Council require the Town Council to agree to maintain the footbridge, that the right of way is being diverted over, in perpetuity.
- 2.2. The bridge is owned by Buckingham Town Council who have always been responsible for the maintenance.
- 2.3. The agreement will need to be signed by the Mayor and the Town Clerk.

**DATED** \_\_\_\_\_ **2025**

- (1) BUCKINGHAMSHIRE COUNCIL**
- (2) BUCKINGHAM TOWN COUNCIL**

**A G R E E M E N T**

**Section 8 Highways Act 1980**

**Footbridge comprising part of Public Footpath No. 27, Buckingham**

**land at Bourton Park, Buckingham**

Legal Services  
Buckinghamshire Council  
Walton Street Offices  
Walton Street  
Aylesbury  
HP20 1UA  
(Ref: 305896)

**THIS AGREEMENT is dated**

**2025**

**BETWEEN:**

**(1) The Council**                      **Buckinghamshire Council** of Walton Street Offices, Walton Street, Aylesbury, HP20 1UA

**(2) The Town Council**            **Buckingham Town Council** of The Buckingham Centre, Verney Close, Buckingham, Buckinghamshire, MK18 1JP

**RECITALS**

- (a) The Council is the highway authority for the purposes of the Act for the area in which the Land is situated.
- (b) The Town Council is registered as proprietor with an absolute freehold title under title number BM210206 of the Land situate in the County of Buckinghamshire.
- (c) The Town Council has made an application to the Council to divert part of Public Footpath No. 27, Buckingham under section 119 of the Act over and along the Footbridge which the public shall have the right to pass and repass.
- (d) The Town Council has agreed to enter into this agreement with the Council to repair and maintain the Footbridge across the Land.

**Now this Deed witnesseth as follows:**

This agreement is made pursuant to the powers contained in section 8 of the Act and in the event that any provision does not fall within that section, in pursuance of the powers contained in the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012, and sections 101 and 111 of the Local Government Act 1972 and all other enabling powers.

**It is agreed that:**

**1. Definitions**

In this agreement the following expressions shall unless the context otherwise requires have the following meanings:

**Act** means the Highways Act 1980

**Fit Condition** means in relation to the Footbridge and the public footpath carried by the Footbridge is at all times maintained and provided in a condition free from defects and obstructions and is in a usable condition that is safe and suitable for public use and allows reasonable passage

**Footbridge** means the footbridge across the Land shown on the annexed Plan by a bold broken black line at point A

**Land** means the land known as land at Bourton Park, Buckingham and shown for identification purposes edged red on the Plan

**Plan** means the plan attached to this agreement

**Working Days** means any day other than a Saturday, Sunday or public holiday in England and Wales

## **2. Transfer of Functions**

2.1 The Council hereby transfers its highway functions exercisable by the Council in respect of the Footbridge (being a highway under the Act) to the Town Council under section 8 of the Act and shall be exercisable as respects that highway by the Town Council and such functions shall be limited to:

- (i) carrying out maintenance, including vegetation and moss removal, treating of timber with wood preservative
- (ii) inspect for damage, rot or wear and tear
- (iii) repair and replace any damaged or broken deck timbers, handrails, bolts/screws or defects with the substructure or abutments

## **3. Condition Precedent**

This agreement is conditional upon and shall not come into effect until:

- (i) The Buckinghamshire Council (Public Footpath No. 27 (Part) Parish of Buckingham) Public Path Diversion Order 2025 has been confirmed and
- (ii) the Council confirm to the Town Council that any works required to bring the new site of the footpath into a Fit Condition for use by the public have been completed to the reasonable satisfaction of the Council.

## **4. Repair and Maintenance**

- 4.1 The Town Council shall have responsibility (in perpetuity) for the repair and maintenance of the Footbridge comprising part of Public Footpath No. 27, Buckingham including vegetation clearance.
- 4.2 The Town Council shall always maintain and keep the Footbridge in good repair and in a Fit Condition for use by the public.
- 4.3 To ensure the Footbridge is safe and operational for public use, the Town Council shall conduct:
- (i) General Annual Inspections, which shall include a visual assessment of the bridge's condition, checking for obvious signs of wear, damage, corrosion, vegetation growth, drainage issues, vandalism, or other hazards. These inspections are intended to identify any immediate safety concerns or maintenance needs.
  - (ii) Full Inspections every 4 years, which shall involve a more detailed and systematic examination of the structure. This may include close visual inspection of all accessible elements, assessment of structural integrity, bearings, joints, parapets, and foundations (where visible), and may involve light tapping, measurements, or the use of access equipment where necessary. The inspection shall be documented in a formal report with recommendations for maintenance or repair, if required.

The Town Council shall be responsible for carrying out, or procuring the carrying out of, any maintenance or repair works identified as necessary through either the general or full inspections, within a reasonable timeframe to ensure the continued safety and usability of the Footbridge.

- 4.4 The Council may, from time to time, identify repairs required for completion by the Town Council. Following notification from the Council the Town Council shall carry out those repairs to the Footbridge within 4 months for minor maintenance issues and within 12 months for complex maintenance issues except in the case of an emergency, in which case the Town Council shall carry out such repairs as a matter of urgency and in any event within 7 days.

## **5. Disputes**

- 5.1 The parties to this agreement shall use reasonable endeavours to resolve any future dispute, including by referring the dispute to senior officers (who may consult Councillors), for at least a period of 1 month, before undertaking the actions stated in clause 5.2.

- 5.2 If the dispute remains unresolved after that 1 month period, either party may refer the dispute for determination by an independent person in accordance with the following provisions:-
- a. An Expert is a person appointed in accordance with this clause to resolve any dispute arising out of this Agreement.
  - b. The parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment. In all circumstances the expert should have appropriate qualifications and experience for the matter in dispute.
  - c. Where such a dispute relates to the construction of this or any other deed or document it shall be referred to a solicitor or barrister, to be agreed upon by the parties as Expert.
  - d. If the parties are unable to agree on an Expert or the terms of their appointment within seven days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President of the Law Society to appoint an Expert with appropriate qualifications and experience of the matter in dispute.
  - e. Unless otherwise agreed in the terms of instruction, the Expert shall give their written decision on the matter referred to them within 30 Working Days of the referral. The Expert's decision shall be final and binding on the parties (except in the case of a manifest error) and the procedure and costs of the parties and dispute resolution procedure shall otherwise be for the independent person to determine.
- 5.3 the costs of appointing the independent person and their costs and disbursements in connection with their duties under this agreement shall be shared between the parties in such proportions as the independent person shall determine or, in the absence of such determination, equally between them.

## **6. Termination on notice**

- 6.1 Either party may terminate this agreement upon giving 12 months' notice in writing.

## **7. Costs**

- 7.1 The Town Council shall be responsible for all costs incurred in exercising the functions transferred by the Council in clause 2 of this Agreement.



- 7.2 The Town Council shall be responsible for all costs incurred by the Town Council in complying with clause 4 of this Agreement.

## **8. Third party rights**

- 8.1 No term or obligation in this agreement is for the benefit of any person other than the parties to this agreement and it shall not be enforceable by any other person under the Contracts (Rights of Third Parties) Act 1999.

## **9. Severability of Agreement Provisions**

- 9.1 The invalidity or unenforceability of any right or term of this agreement shall not in any way affect the remaining rights or terms of the same.

## **10. Jurisdiction**

- 10.1 This agreement is governed by and interpreted in accordance with the law of England.

## **11. Communications**

- 11.1 All communications between the parties hereto shall be valid and effectual if given in writing or via email to the authorised representatives. Any formal notice to be served under this agreement may be served by electronic email transmission to the authorised representatives.

- 11.2 The authorised representatives in respect of the Town Council and the Council shall be:

- a. Estates Manager, Buckingham Town Council, The Buckingham Centre, Verney Close, Buckingham, Buckinghamshire, MK18 1JP
- b. Definitive Map and Highway Searches Team, Buckinghamshire Council, Walton Street Offices, Walton Street, Aylesbury, HP20 1UA

## **12. Indemnities**

- 12.1 The Town Council shall indemnify the Council in respect of any actions, charges, claims, costs, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance of the Town Council's obligations in this agreement to repair and maintain the

Footbridge unless such claim arises exclusively as a consequence of any negligent act default or omission of the Council.

### **13. Insurance**

- 13.1 From and including the date of completion of this agreement the Town Council shall maintain public liability insurance in the Town Council's own name to cover claims for injury to or death of any person or loss or damage to any real or personal property.

**IN WITNESS** whereof the parties hereto have executed this agreement on the day and year first above written

**THE COMMON SEAL of  
BUCKINGHAMSHIRE COUNCIL**

was hereunto affixed in the presence of:

Authorised signatory

**THE COMMON SEAL of  
BUCKINGHAM TOWN COUNCIL**

was hereunto affixed in the presence of:

Authorised signatory

## Footbridge comprising part of Footpath No.27 (Part) Parish of Buckingham

470600 000000

470800 000000

233600 000000

233600 000000

233400 000000

233400 000000

470600 000000

470800 000000



Buckingham Town Council  
Ownership



— PARISH BOUNDARY

Route to be added:

A-B



other FP



other BW



1:2,500