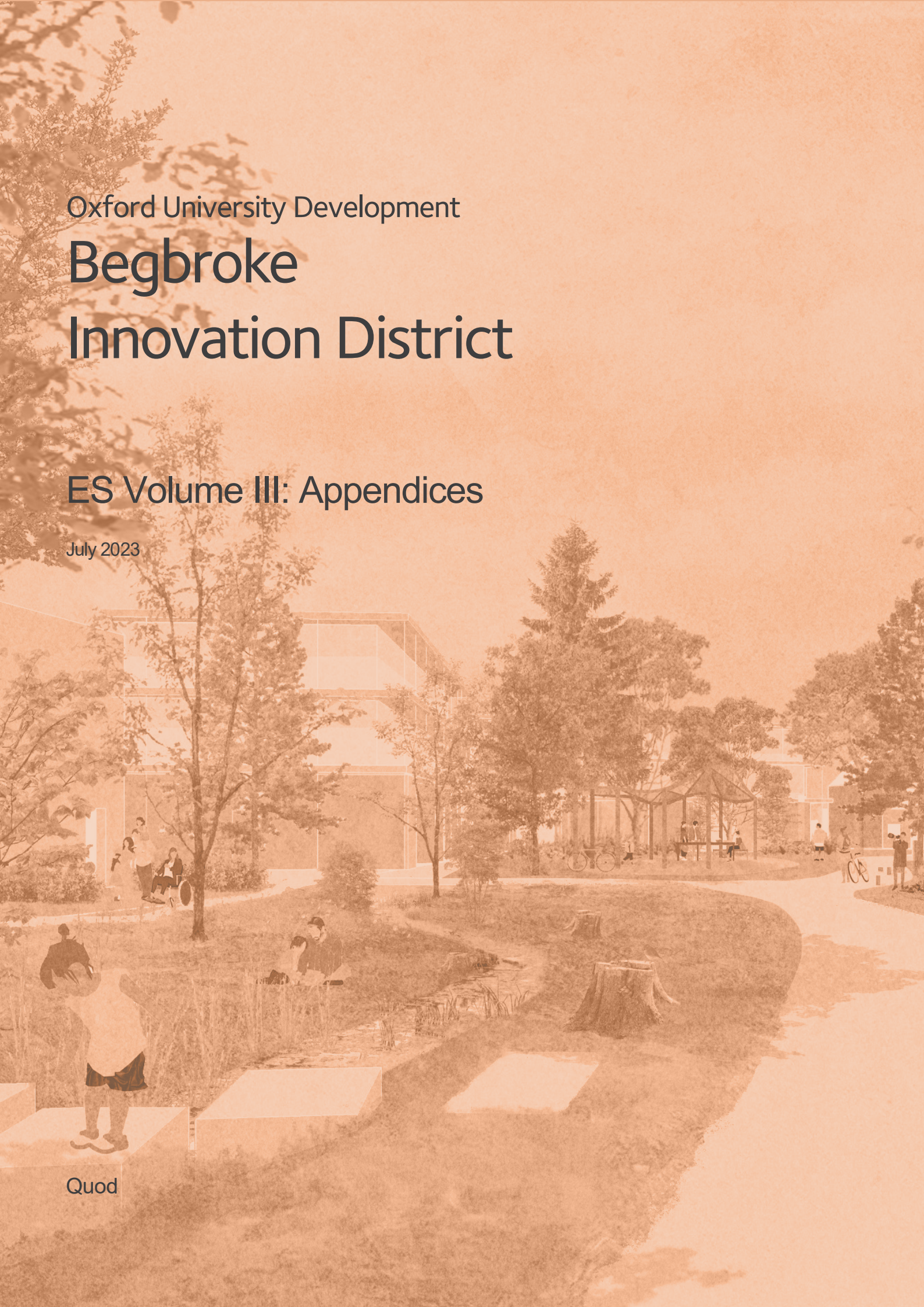


Oxford University Development

Begbroke Innovation District

ES Volume III: Appendices

July 2023



Quod

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Appendix 3.1

LOCATION OF SPECIFIED INFORMATION WITHIN THE ES

Appendix 3.1: Location of Specified Information in the ES

Table A3.1: Location of Specified Information in the ES

Specified Information in Regulation 18 of the EIA Regulations		Location within ES
3.		
(a)	A description of the proposed development comprising information on the site, design, size and other relevant features of the development.	Chapter 5: Description of the Proposed Development
(b)	A description of the likely significant effects of the proposed development on the environment.	Technical Chapters 7 – 16; Volume II
(c)	A description of any features of the proposed development, or measures envisaged in order to avoid, prevent or reduce and, if possible, offset likely significant adverse effects on the environment.	Chapter 5: Description of the Proposed Development; Chapter 6: Construction; Technical Chapters 7 - 16
(d)	A description of the reasonable alternatives studied by the developer, which are relevant to the proposed development and its specific characteristics, and an indication of the main reasons for the option chosen, taking into account the effects of the development on the environment.	Chapter 4: Alternatives
(e)	A non-technical summary of the information referred to in sub-paragraphs (a) to (d).	Provided as a standalone document which forms part of the ES.
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(b).	the environmental statement must be accompanied by a statement from the developer outlining the relevant expertise or qualifications of such experts.	Chapter 1: Introduction



STANDARD TERMS AND CONDITIONS

The following standard conditions of contract ("terms") apply to all work carried out by Quod Ltd (Co.No. 07170188) ("Quod" "we" or "us").

1. Unless specifically agreed in writing to the contrary, the Client (or "you") is the person, company, authority or other body to whom our proposal/fee quotation is addressed. The parties to the contract are you the Client and us Quod.
2. The contract constitutes the entire agreement between the parties and the Client acknowledges that it has not relied on any statement or representation by Quod, unless set out in these terms.
3. These terms shall not be treated as varied or waived unless it is expressly agreed in writing by the parties. Subject to any such agreement, these terms have precedence over any others contained in other documents or letters.
4. This contract does not confer any rights on anyone other than the parties to it.
5. The law of England and Wales is the law of the contract and any dispute shall be subject to the exclusive jurisdiction of the English Courts.
6. If, following receipt of our proposal/fee quotation, you instruct us to proceed or to continue with our services, you shall be deemed to have accepted the proposal/fee quotation and these terms.
7. Any subsequent variation to the services (from those set out in our proposal/fee quotation) must be agreed with us. Any additional or alternative work arising from such an agreed variation or undertaken as additional services as set out in our proposal/fee quotation requested by you, or arising from compliance with your instructions or factors outside our reasonable control, shall be subject to additional or alternative charges, which shall either (if the basis is not set out in our proposal/fee quotation) be agreed between the parties or shall be charged at our published standard hourly rates pertaining at the time. Quod reserves the right to review all fee rates on 1st January.
8. Our fees and expenses for this work as set out in the proposal/fee quotation remain open for acceptance for 3 months from the date of the proposal/fee quotation.
9. VAT will be applied to qualifying services and items at the standard rate on all invoices rendered.
10. Unless otherwise agreed, invoices will include a 3% administration charge and reimbursable costs and expenses associated with the work for travel, accommodation, subsistence, printing, computing and any other reasonable expenses.
11. Unless otherwise agreed, invoices will be submitted monthly with payment being due 21 days thereafter without any set off, deduction or withholding. We reserve the right to charge interest (at 5% over Barclays Bank plc base lending rate from time to time) on invoices which are paid late, and we reserve the right to either suspend our services until any outstanding amounts have been paid, or terminate our agreement with you. If an invoice remains unpaid when due, we shall have a general lien on all Client property in our possession or control.
12. External costs to be incurred on your behalf, such as planning application or other statutory fees and Counsel's costs are payable in advance. Services may be suspended until these costs are paid.
13. We will exercise reasonable skill and care in carrying out our services.
14. Any calculation, estimate or advice ("work") provided by us in relation to Community Infrastructure Levy is based and dependent on the receipt and maintenance of accurate and up to date information in relation to the existing site, its physical size and proposed development. If you intend to rely on our work, you must satisfy yourself that the information provided directly, or by your professional team, is and remains accurate and consistent with industry standard practice (as set out in the then current edition of the RICS Code of Measuring Practice Guidance Note or any successor guidance) and any additional guidance which we may provide. We shall have no responsibility or liability for our work due to incorrect, inaccurate, out of date or misleading information supplied to us by you or on your behalf.
15. Nothing in these terms shall limit or exclude Quod's liability for: (a) death or personal injury caused by the negligence of Quod or of its employees; (b) fraud or fraudulent misrepresentation; or (c) any other loss or damage which cannot be restricted or excluded by law.
16. Subject to clause 15, (i) Quod shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, pure economic loss, loss of contracts or goodwill or for any indirect or consequential loss or damage arising under or in connection with the contract, howsoever caused; and (ii). Quod's liability to the Client in respect of all direct loss and damage arising under or in connection with the contract, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, shall be subject to a limit per claim or series of related claims of £1,000,000 (one million pounds) and to an aggregate limit for all and any claims in any 12 month rolling period of the lower of (a) a sum equivalent to ten times the remuneration payable to Quod as specified in the engagement letter (or elsewhere by Quod) and (b) £1,000,000 (one million pounds).
17. When we act on your behalf, or as your agent, you will indemnify us against any claims against us, except to the extent that any liability arises because we have not undertaken reasonable skill and care in carrying out our services.
18. Except as set out in these terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
19. Our contract is with you, and the services we provide, and all written and other work is for your benefit only and shall not be passed to other persons without our agreement.
20. If we are unable to undertake our services for reasons beyond our reasonable control because of, for example, acts of god, terrorism, legislation, war, fire, flood, drought, lock out, or strike, we shall have no liability to you. If such circumstances prevail for a continuous period of 8 weeks, either party may give notice in writing to terminate our services with any outstanding fees and expenses being payable up to that time.
21. All copyright and other intellectual property rights in or arising out of or in connection with the services (or the product of them) shall be owned by Quod. On full payment of the fees, Quod shall grant a non-exclusive, royalty free and non-transferable licence to the Client to use the product of the services for the purposes identified in the proposal (but not otherwise).
22. Unless otherwise agreed with the Client, Quod shall keep in strict confidence all confidential information relating to its business & affairs which have been disclosed by the Client, for the period during which the services are provided and for a period of one year thereafter.
23. The Client can only assign the contract with the written consent of Quod. No third party shall have any rights under this contract.
24. Any notices pursuant to this agreement may be given by hand, email or special delivery post to the address on Quod's or the Client's letter heading and shall take effect on actual delivery.
25. We will use reasonable endeavours to meet any performance dates specified, but these dates shall only be estimates and time shall not be of the essence for performance of our services.
26. The Client shall (a) co-operate with us in all matters relating to the services; (b) provide us with any resources and facilities we may require; (c) provide us with complete and accurate information and all materials which we may reasonably require and (d) comply with all applicable laws, including health and safety.
27. Either party may terminate the contract by giving to the other not less than three months' prior notice.
28. We have a complaint handling procedure including the opportunity to refer any complaints to an independent redress provider. A written copy of this procedure is available on request.

Specified Information in Part 1 and Part 2 of the Schedule 4 of the EIA Regulations	Location within ES	
1.	Description of the Development, including in particular:	
(a)	A description of the location of the Development	Chapter 2: Site and Setting
(b)	A description of the physical characteristics of the whole development including, where relevant, requisite demolition works, and the land-use requirements during the construction and operational phases.	Chapter 5: Description of the Proposed Development; Chapter 6: Construction
(c)	A description of the main characteristics of the operational phase of the development (in particular any production process), for instance, energy demand and energy used, nature and quantity of the materials and natural resources (including water, land, soil and biodiversity) used.	Chapter 5: Description of the Proposed Development; Chapter 6: Construction
(d)	An estimate, by type and quantity, of expected residues and emissions (such as water, air and soil and subsoil pollution, noise, vibration, light, heat, radiation and quantities and types of waste produced during the construction and operation phases.	Chapter 5: Description of the Proposed Development; Chapter 6: Construction
2.	A description of the reasonable alternatives (for example in terms of development design, technology, location, size and scale) studied by the developer, which are relevant to the proposed project and its specific characteristics, and an indication of the main reasons for selecting the chosen option, including a comparison of the environmental effects.	Chapter 4: Alternatives
3.	A description of the relevant aspects of the current state of the environment (baseline scenario) and an outline of the likely evolution thereof without implementation of the development as far as natural changes from the baseline scenario can be assessed with reasonable effort on the basis of the availability of environmental information and scientific knowledge.	Technical Chapters 7 – 16; Volume II
4.	A description of the factors specified in regulation 4(2) likely to be significantly affected by the development: population, human health, biodiversity (for example fauna and flora), land (for example land take), soil (for example organic matter, erosion, compaction, sealing), water (for example hydromorphological changes, quantity and quality), air, climate (for example greenhouse gas emissions, impacts relevant to adaptation), material assets, cultural heritage, including architectural and archaeological aspects, and landscape.	Chapter 3: EIA Methodology; Technical Chapters 7 – 16; Volume II; Chapter 17: Effect Interactions

Specified Information in Part 1 and Part 2 of the Schedule 4 of the EIA Regulations	Location within ES
<p>5. A description of the likely significant effects of the development on the environment resulting from, inter alia:</p> <ul style="list-style-type: none"> (a) the construction and existence of the development, including, where relevant, demolition works; (b) the use of natural resources, in particular land, soil, water and biodiversity, considering as far as possible the sustainable availability of these resources the emission of pollutants, noise, vibration, light, heat and radiation, the creation of nuisances, and the disposal and recovery of waste; (d) the risks to human health, cultural heritage or the environment (for example due to accidents or disasters); (e) the cumulation of effects with other existing and/or approved projects, taking into account any existing environmental problems relating to areas of particular environmental importance likely to be affected or the use of natural resources; (f) the impact of the project on climate (for example the nature and magnitude of greenhouse gas emissions) and the vulnerability of the project to climate change; and (g) the technologies and the substances used. <p>The description of the likely significant effects on the factors specified in regulation 4(2) should cover the direct effects and any indirect, secondary, cumulative, transboundary, short-term, medium-term and long-term, permanent and temporary, positive and negative effects of the development. This description should take into account the environmental protection objectives established at Union or Member State level which are relevant to the project, including in particular those established under Council Directive 92/43/EEC(a) and Directive 2009/147/EC(b).</p>	<p>Technical Chapters 7 – 16; Volume II; Chapter 17: Effect Interactions</p>
<p>6. A description of the forecasting methods or evidence, used to identify and assess the significant effects on the environment, including details of difficulties (for example technical deficiencies or lack of knowledge) encountered compiling the required information and the main uncertainties involved.</p>	<p>Under 'Assumptions and Limitations' within 'Assessment Methodology' section of each technical chapter (i.e. 7 – 16, Volume II) as relevant.</p>
<p>7. A description of the measures envisaged to avoid, prevent, reduce or, if possible, offset any identified significant adverse effects on the environment and, where appropriate, of any proposed monitoring arrangements (for example the preparation of a post-project analysis). That description should</p>	<p>Technical Chapters (as required) 7 – 16; Volume II; Chapter 18: Summary of Mitigation,</p>

Specified Information in Part 1 and Part 2 of the Schedule 4 of the EIA Regulations	Location within ES
explain the extent, to which significant adverse effects on the environment are avoided, prevented, reduced or offset, and should cover both the construction and operational phases.	Monitoring and Residual Effects
8. A description of the expected significant adverse effects of the development on the environment deriving from the vulnerability of the development to risks of major accidents and/or disasters which are relevant to the project concerned. Relevant information available and obtained through risk assessments pursuant to EU legislation such as Directive 2012/18/EU(c) of the European Parliament and of the Council or Council Directive 2009/71/Euratom(d) or UK environmental assessments may be used for this purpose provided that the requirements of this Directive are met. Where appropriate, this description should include measures envisaged to prevent or mitigate the significant adverse effects of such events on the environment and details of the preparedness for and proposed response to such emergencies.	Scoped out of EIA as discrete assessment. Covered in technical Chapters (as required) 7 – 16; Volume II
9. A non-technical summary of the information provided under paragraphs 1 to 8.	Provided as a standalone document which forms part of the ES.
10. A reference list detailing the sources used for the descriptions and assessments included in the environmental statement.	Under 'References' section of each technical chapter (i.e. 7 - 16) and Volume II as relevant.