

13 March 2026

Heads of Terms for a Section 106 Agreement  
relating to  
Campsfield Immigration Removal Centre (**IRC**), Kidlington

Cherwell District Council <sup>(1)</sup>  
Oxfordshire County Council <sup>(2)</sup>  
Secretary of State for the Home Department <sup>(3)</sup>  
Thames Water Utilities Limited <sup>(4)</sup> and  
Secretary of State for Justice <sup>(5)</sup>

Subject to Contract – Not Legally Binding

## 1. BACKGROUND

- 1.1 The proposed Section 106 Agreement relates to pre-application advice received (ref. 25/02050/PREAPP) for the proposed outline planning application for the expansion of the IRC comprising the development of new accommodation blocks and ancillary supporting accommodation, the conversion of existing site infrastructure, demolition of existing structures, creation of additional car parking, landscaping and associated site infrastructure (**Development**), at Campsfield IRC, Kidlington (**Site**).

## 2. PARTIES

- 2.1 Cherwell District Council as Local Planning Authority (**LPA**);
- 2.2 Oxfordshire County Council as Local Highways Authority (**County Council**);
- 2.3 Secretary of State for Justice (**First Landowner**);
- 2.4 Thames Water Utilities Limited (**Second Landowner**);
- 2.5 Secretary of State for the Home Department (**Developer**).

## 3. GENERAL

- 3.1 These Heads of Terms are provided on a strictly “subject to contract” basis and are not legally binding. They are intended only as a preliminary outline of the principal terms under discussion between the parties and do not constitute an offer, acceptance, or a binding agreement, whether in whole or in part.
- 3.2 No party shall be under any legal obligation to proceed with the proposed transaction unless and until definitive, formal and legally binding agreements are negotiated, agreed and executed by all relevant parties. Until such time, either party may discontinue discussions at any time for any reason and without liability to the other.
- 3.3 The parties acknowledge and agree that any actions taken, expenditures incurred, or commitments made in reliance on these Heads of Terms are entirely at the relevant party’s own risk, and that no claim may be brought arising from any expectation that a binding agreement would be concluded.
- 3.4 For the avoidance of doubt, no obligation shall arise in respect of any term referenced in these Heads of Terms, including without limitation any exclusivity, timetable, price, scope, deliverables, warranties, indemnities, conditions precedent or other provisions, unless and to the extent expressly set out in a subsequently executed definitive agreement.
- 3.5 Each party acknowledges that it is not relying, and shall not rely, on any statement, representation, assurance or understanding made in the course of discussions or set out in these Heads of Terms, save as may be expressly set out in any subsequently executed definitive agreement.
- 3.6 These Heads of Terms are dated 13 March 2026 and are marked “Subject to Contract – Not Legally Binding” for clarity.

## 4. BOILERPLATE PROVISIONS

- 4.1 The Section 106 Agreement is conditional upon commencement of the Development. Obligation triggers are set out at paragraph 4. The Section 106 Agreement to determine and cease to apply if Development not commenced, or it is at any time revoked or modified (without the consent of the Owner) pursuant to Part IV of the Town and Country Planning Act 1990.
- 4.2 Exemptions (statutory undertakers, Mortgage in Possession Clause).
- 4.3 Exclusion of liability on disposal of interest in the Site

- 4.4 Any financial contributions to be given under the Section 106 Agreement to be deposited in an interest bearing account and, if not expended within 5 years of receipt, to be returned to the payor.
- 4.5 The Section 106 Agreement to be registered as a local land charge and on satisfaction of all obligations all entries to be cancelled.
- 4.6 If an application is made under section 73 of the Town and Country Planning Act 1990 (a S73 Application) to vary conditions of the planning permission, the LPA may decide whether the existing planning obligations in this Agreement are sufficient to support the new permission. If they are, the Section 106 Agreement will apply to both the original and new permission without needing a new agreement. If further or different obligations are required, the LPA can insist on a new or amended agreement under section 106 to cover the changes.
- 4.7 Provisions dealing with giving or serving of notices, requests, demands or other written communications.
- 4.8 Dispute resolution provisions to deal with any dispute or disagreement arising under the Section 106 Agreement.
- 4.9 Withdrawal of any rights under the Contracts (Rights of Third Parties) Act 1999 save for those persons to whom the Section 106 Agreement is been lawfully assigned or becomes vested in law including successors in title to the Site.
- 4.10 The Section 106 Agreement is to be governed by and interpreted in accordance with the law of England and Wales and the parties will submit to the exclusive jurisdiction of the courts of England and Wales.

## **5. PLANNING OBLIGATIONS TO THE LPA**

### **5.1 Legal and monitoring fees**

- 5.1.1 Payment of the LPA's reasonable legal or administrative costs associated with monitoring the Section 106 Agreement.

## **6. PLANNING OBLIGATIONS TO THE COUNTY COUNCIL**

### **6.1 Transport and highways**

- 6.1.1 Payment of a Travel Plan Monitoring Contribution to the County Council prior to occupation.
- 6.1.2 Payment of a Public Transport and Active Travel Contribution to the County Council prior to occupation.
- (a) proportionate funding towards bus service enhancements on the Langford Lane / A44 corridor;
  - (b) contributions to off-site cycle infrastructure or footway/crossing works on Langford Lane and an associated section 278 agreement to be entered into to deliver this.

### **6.2 Legal and Monitoring fees**

- 6.2.1 Payment of the County Council's reasonable legal or administrative costs associated with the transport obligations.

Signed for and on behalf of Cherwell District Council:

Name: [authorised signatory name]

Title: [job title]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of Oxfordshire County Council:

Name: [authorised signatory name]

Title: [job title]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of Secretary of State for the Home Department:

Name: [authorised signatory name]

Title: SRO, Immigration Removal Centre Expansion Programme

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of Thames Water Utilities Limited:

Name: [authorised signatory name]

Title: [job title]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of Secretary of State for Justice:

Name: [authorised signatory name]

Title: [job title]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_