

Further points submitted by Oxford Flood Alliance

Dear Mr Murdoch,

In our previous letter we highlighted concerns about the lack of evidence of a 'restrictive covenant' on the land currently occupied by Seacourt P&R. We have now established that the words 'legal covenant on the land', referred to repeatedly in the planning documents, is in fact a reference not to a restrictive covenant, but to the Council's current lease with the Co-op. We have been supplied with an extract from the lease which Cllr Pressel obtained from Council officers. Three clauses have been highlighted in the document sent to us. The first says that waste recycling facilities (apart from litter bins) and toilets may not be constructed on the site. The second says any other structures have to be ancillary to the use of the site as a car park, and that no structure may be erected on the site without the landlord's prior permission, 'approval not to be unreasonably withheld.' The third stipulates that the lease is for a surface car park. This is the so called 'legal covenant' which the consultants claim rules out the option of decking on the current site.

Representing the lease as a 'legal covenant on the land' is highly misleading. The council clearly has the option of seeking to negotiate with the landlord to erect temporary decking, of the kind currently deployed at Oxpens, until the County's new P&R facilities come on stream. It appears that no discussion has been held with the landlord. There is no reference to any discussion in the planning documents and no evidence is provided of the landlord's unwillingness to accommodate such a request. This clearly invalidates the so-called 'sequential test' applied to the site.

We note that in your letter responding to the scoping report (ES Annex 2.1) you say that it is for the LPA to determine whether this is an acceptable location for the development. We recognise that local authorities have flexibility to interpret national planning guidance, but we believe in this instance a 'precautionary principle' should prevail and that rigorous application of the NPPF would lead one to conclude that this development is inappropriate in Flood Zone 3b. You have very reasonably requested that the ES provide 'examples of similar developments in other areas of high flood risk'. We note that the ES contains no such examples.

I will email a copy of the lease extract to you separately.

Yours sincerely

Simon Collings
Oxford Flood Alliance

[submitted 5/12/16]