

GWEPC response to stadium proposal consultation

Cherwell Reference: 24/00539/F

8th April 2025

GWEPC continues to object to this planning application for the reasons given below and in previous responses.

Very Special Circumstances needed to justify inappropriate development on the Green Belt

The recent Alternative Site Assessment Addendum (ASAA) seeks to justify Oxford United's claims that it cannot continue at the Kassam Stadium and that the Triangle is the only alternative site available. These claims are fundamental to Oxford United's justification for seeking to build a new stadium on the Green Belt i.e. Very Special Circumstances.

However, the ASAA fails to justify these claims:

- The ASAA contains no proof that Oxford United has tried to negotiate a new lease with the stadium company, or has made an offer to purchase.
- Section 4 of the ASAA, the summary of the position at the Kassam Stadium is simply a cherry-picked list of statements, none of which prove that Oxford United can't remain there.
- The licence end date, no right to remain, and no legal right of renewal do not establish that Oxford United can't re-negotiate a long term lease or purchase the site.
- Section 4.1f states "*The Stadium Company indicated it would not consider a sale of the Kassam Stadium to Oxford United during negotiations for the current licence and previous owners offers have been rejected*". This reads as an attempt at avoidance of a key issue. Did Oxford United actually make an offer? Where is the evidence for this? Was the offer at market value?
- Section 4.1c states that the licence period runs from July 2021. It follows therefore that the Stadium Company's indications that it would not sell

the Kassam Stadium to Oxford United are nearly 4 years old. Why has a more recent offer not been made?

- Section 4.1i states that that “... *post October 2026 when the land Covenant is no longer applicable ...the land value will be significantly increased as there is no restriction other than normal planning requirements*”. The cost to Oxford United is not a consideration here, it is about whether an attempt to purchase has been made. Furthermore this statement overlooks the significant fact that the land is protected for use as a stadium in the Oxford Local Plan, thereby giving it an element of protection that Ridge has omitted to mention.
- As a general point, Oxford United’s claims are that it can’t stay at the Kassam Stadium. These claims then gradually morph into claims that Oxford United can’t afford to stay at the Kassam Stadium, or to buy it. Oxford United’s financial circumstances are not a relevant consideration and must therefore be disregarded. This is relevant to:
 - i. Oxford United’s reasons for not having contacted Oxford City Council to discuss the possibility of a Compulsory Purchase Order. Investigating a CPO would seem to us to be essential before Very Special Circumstances can be claimed, and
 - ii. Oxford United’s limited use rights. Purchase of the Kassam Stadium would solve this issue, as could a re-negotiation.
- If, as stated in Section 4.1l, there are ongoing negotiations for a 2 year lease then this demonstrates that a lease renewal is indeed possible. Oxford United must demonstrate that it has sought to negotiate a longer lease to avoid needing to build on a Green Belt site. Furthermore, rather than referring to the Stadium Company’s stance on a sale back in 2021, Oxford United should be taking this current opportunity to negotiate a sale.
- Section 4.1n omits the fundamental facts:
 - i. not having a legal right to remain does not mean it can’t remain
 - ii. the club’s desire for a sustainable future and control are commercial considerations which are not the concern of Cherwell District Council and are not relevant to Very Special Circumstances.

Cherwell District Council's Request for further information and evidence

On 11 November 2024, the planning officer wrote to Oxford United to say there is a very clear inconsistency with the content of the Alternative Site Assessment and the information within the public domain on whether the KASSAM Stadium could be a continuing home for the club. The officer asked for information *"as to whether the Kassam Stadium could be available as a continuing home for Oxford United, for further investigation and consideration"*. As far as we can see such information has not been provided. The inconsistency between Oxford United's claims that it can't stay at the Kassam Stadium and information to the contrary in the public domain therefore remains. Cherwell's request is fundamental to Oxford United's claims of Very Special Circumstances and must be addressed before planning permission can be granted.

On 11 November 2024, the planning officer also asked for *"much more comprehensive evidence as to why the site [i.e. site 30, Land near to Pear Tree Park & Ride] is unavailable for example, why is the college not prepared to make the site available for this development? Has market value been offered to purchase the site?"*. Rather than responding to the officer's request, the reply from the college at Appendix 8 in the ASAA serves only to demonstrate that a market value offer has not been made for the site. Why has Oxford United not made an offer to purchase Site 30?

Community Benefit Claims

Oxford Road Closures

Initial iterations of the stadium proposal did not include the regular Oxford Road closures which are now said to be essential to ensure safe movement of pedestrians. We believe these road closures, together with resultant traffic congestion and diversions will disadvantage our parishioners.

It is a major issue that the road closures will also reduce the accessibility of Oxford Parkway which is a key hub for sustainable transport via the Oxford Parkway car parks, buses and train station.

Community benefits for Gosford & Water Eaton

The specifics on community benefits for our parish continue to be conspicuous by their absence. Oxford United still refuses to disclose the value of the funding it will provide towards the upkeep of Stratfield Brake. Furthermore the Collaboration Agreement signed between OCC and Oxford United is not fit for purpose as an agreement for holding Oxford United to its commitments.

We have concerns that any claimed community benefits will ever materialise. Conversely the disadvantages of road closures etc to the local community are only too clear.

We therefore reject community benefit claims as part of Very Special Circumstances.

Economic Benefit Claims

Any economic benefits to the local area will merely be transferred from the current stadium site where they are arguably of more benefit given the low levels of unemployment in Gosford and Water Eaton.

Variable Message Signing (i.e. electronic displays that provide real-time information to drivers about traffic conditions, road closures, and other relevant events) is proposed as part of the traffic management measures on match days. This is specifically aimed at keeping cars/traffic away from the area on match days. This will be combined with road closures, delayed bus journeys, congested train services, and Park & Ride car parks being inaccessible because they are full of football supporters. We find it impossible to reconcile this with claims of an economic benefit to either our parish or the wider local area.

We therefore reject economic benefit claims as part of Very Special Circumstances.

Evacuation procedures: will roads need to be closed for the duration of matches?

We understand that, if the stadium was to be built, safety procedures would be established. But where would the designated areas for assembly in case of an

emergency be located? The site is surrounded by roads and ancient woodland so crowds would inevitably end up on the roads in an emergency situation.

This must be considered at this stage in the planning process in case it is deemed necessary to close the roads for longer periods on match days.

Frieze Way Path

We understand that a shared-use path is to be built along the length of the Stratfield Brake side of the A4260, Frieze Way. Fans using this path e.g. those who have parked at Pear Tree Park & Ride will need to cross the A4260 at Loop Farm Roundabout, walk along Frieze Way, then cross back to the other side of the A4260 to access the proposed stadium. We question the logic behind this planned pedestrian/cycle route. This double crossing of the A4260 seems nonsensical, particularly as the A4260, because it forms part of the diversion route when road closures are in operation, is likely to be more congested than usual. It also seems likely that heavy use of the planned pedestrian crossings would add to this traffic congestion.

We are also concerned about the impact of this path which would impact on the Section 41 NERC Act protected Priority Habitat (possibly ancient) woodland.

Transport, traffic & parking

We note the Highways Officer's requests for additional information dated 7th March 2025. However, these fail to address many of our concerns. We refer you back to our previous comments (posted on Cherwell's planning website on 24/02/25).

The following continue to be of major concern to us:

- 30 minute road closures are a best case scenario and there has been no sensitivity analysis to examine the effects of longer closures.
- What is this 30 minute time period based on? An *en masse* movement of supporters does not align with Oxford United's early attraction and

retention plans which would mean supporters arrived and departed over a longer time period.

- Neither does a 30 minute time period align with substantial bus movements through the road closures, or staggered train arrivals/departures, or the transit of emergency vehicles.
- How would CPZs be managed?
 - What would the cost be for our parishioners?
 - How would the CPZ's be enforced over such a wide area?
 - Would CPZ's be in place and enforced when the ticket sales are not high enough for the full Traffic Management Plan to be in operation?
 - How would local support for CPZs (which we understand is to be sought before implementation) be determined?
 - What if there is mixed support for CPZs?
- How would parking in local car parks e.g. Exeter Hall be managed?
- The lack of any strategic plan for any match day/event that falls between the two extremes of 'high' ticket sales (when the match day travel plan would be implemented), and major events/standard days, which are quote 'not expected to need a high level of management'.
- We question why no changes to the scoping report were made following the consultation on the North Oxford VISSIM Model Scoping Report.
- How will Pear Tree Park & Ride be managed when it is full? Large numbers of drivers arriving, finding no place to park, and leaving again will create additional local congestion.
- As local residents who experience local traffic on a regular basis we believe Ridge's conclusion that road closures will not have a severe impact is not credible and we are deeply sceptical of the rationale behind it. Put simply we have no faith in this conclusion.

Biodiversity and trees

Our previous comments on biodiversity, the priority S.41 NERC woodland, the woodland management plan, and trees (including TPOs) also still stand.