



A Guide to the Planning Legal Agreement Nuneham Courtenay



**South Oxfordshire
District Council**

Listening Learning Leading

History of Nuneham Courtenay

The medieval village of Newnham was originally located further west overlooking the Thames. In 1756 the first Earl Harcourt began to build a new mansion. In order to create a private landscaped setting he moved the entire village to a new site outside the park a mile and a half away on the Henley to Oxford turnpike road.

The new village was renamed Nuneham Courtenay and was completed in 1761. It was deliberately designed on a symmetrical plan with eighteen pairs of semi-detached cottages placed at regular intervals with generous gardens to the side and at the rear. Each pair shared a central chimneystack and contained two rooms on the ground floor and two bedrooms in the roof space lit by dormer windows on the front elevation.

Architectural emphasis was provided at both entrances to the village by the positioning of larger and grander buildings on both sides of the road. The two at the Oxford end were placed at right angles to the road and effectively screened the village from view. The two at the Henley end were parallel to the road and were distinguished by their greater height and their classically proportioned design. Exactly half way along the west side of the street a similar house was built for the curate. It was set back to provide visual emphasis and was faced by a plot for a matching house on the east side of the street which was the only element of the plan that was never built.

The village is a sophisticated composition which combines classical formality in its planning with elements of the picturesque in the design and materials of the semi-detached cottages. It was probably designed by Lord Harcourt himself who took a close interest in architecture and a sketch of the cottages in his own hand dated 1767 still survives.



The Curate's House

The village remained in the ownership of the Harcourt family until they sold it to the University of Oxford in 1948. The University continued the tradition of maintaining its essential uniformity until the late 1970s when they began to sell off individual buildings as they became vacant.

National Importance

With the exception of new development at the north end of the village, the village hall and one later house on the west side of the street, the whole village was built in the eighteenth century for a prominent landowner to complement his landscaped park and his classical house. Its architectural integrity is a deliberate statement of the taste and the power of the landed aristocracy and its visual relationship to the adjacent park remains intact. Together with Milton Abbas in Dorset it is one of only two examples in the country of a complete planned estate village.

All of the original buildings in the village are included on the national List of Buildings of Special Architectural and Historic Interest and the village together with the park is included as Grade I on the national Register of Parks and Gardens of Special Historic Interest. The park and the village were designated as a single conservation area on 11 December 1984. These designations impose controls over developments in the village as a whole and on the individual buildings which form its special character and appearance. That character derives from:

- the uniformity of the buildings including the colour of their paintwork and architectural detailing
- the linear form of the village
- open spaces between the pairs of cottages
- simple low paling fences and open spaces between them
- the relationship of the village to the park from which the original community was displaced.



17 & 18 Nuneham Courtenay

The Nuneham Courtenay Agreement

In addition to the statutory planning controls, the whole village is subject to a unique legal agreement which removes most of the permitted development rights normally enjoyed by householders in order to protect the uniform identity of the village. The full wording of the Legal Agreement is enclosed and the restricted works referred to include the following:

- Extension of buildings
- Constructing outbuildings
- Laying hardstanding or patio areas
- Altering external paintwork colours from agreed colours: white window and door frames, exterior shutters and doors in BS 08 B 17 Fawn, guttering and downpipes in black
- Replacing any brickwork, timber or roof tiles
- Altering or erecting fences, gates and other boundary enclosures including the planting of hedges
- Stationing of caravans or mobile homes
- Displaying house nameplates, signs or adverts
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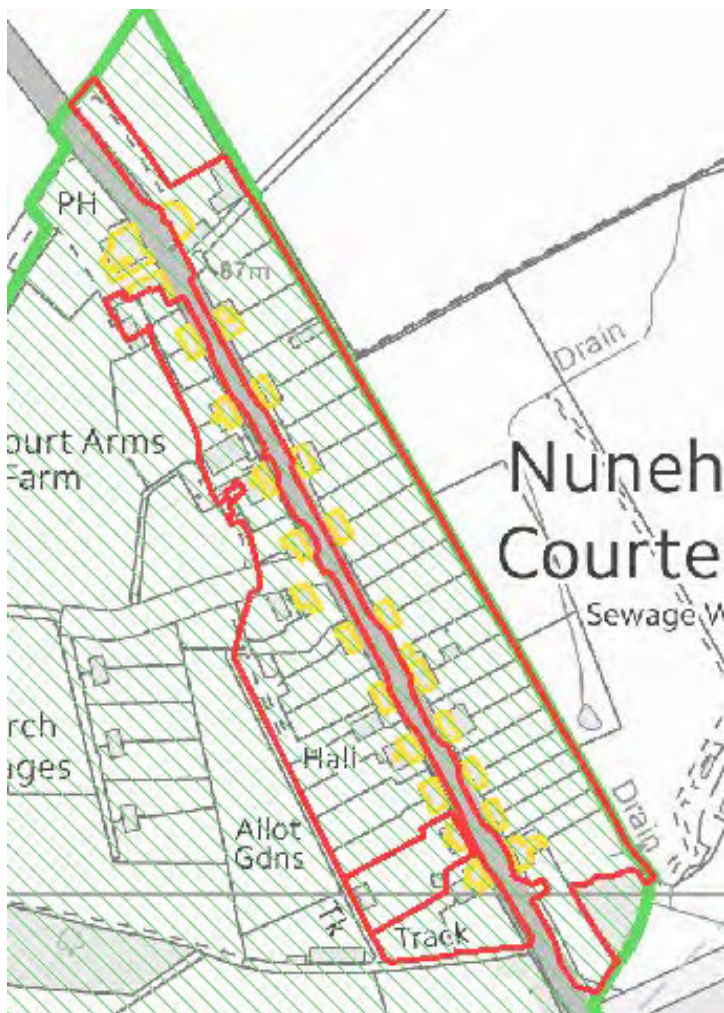
The agreement was signed by the University, South Oxfordshire District Council and, importantly, the inhabitants of the village on 1 August 1980. It is a legal charge on the land and is binding on all the subsequent owners in the village. A copy of the agreement is attached and particular attention is drawn to the provisions under Sections 1.(i-v).

Permission will not be unreasonably withheld but the guiding principle will be the rigorous protection of the uniformity of the historic village and the setting of the buildings.

After nearly forty years and many changes of ownership, it is apparent that the provisions of the agreement have been forgotten on some of the properties and one of the purposes of this leaflet is to remind owners of their legal responsibilities.

There is no time limit on its enforcement. It is important, therefore, that retrospective consent should be sought for any transgressions carried out since the agreement came into force. Failure to do so may jeopardise the future sale of a property.

The Council welcomes the opportunity to work with the community to uphold the spirit of the agreement so that future generations can enjoy the unique historic character of Nuneham Courtenay. It recognises that the village is a living community which needs to adapt to the changing demands of modern life. In seeking to manage those changes in a sympathetic way, it will ensure that full consideration is given to the likely effect of any alterations not only on the character of individual buildings but also on the overall appearance of the village.



Designations: Legal Agreement (Red), Conservation Area (Green hatched), Listed Buildings (yellow)

DATED

15th August

THE CHANCELLOR, MASTERS AND SCHOLARS
OF OXFORD UNIVERSITY
AND OTHERS

AND

SOUTH OXFORDSHIRE DISTRICT COUNCIL

Agreement

under S.52 of the Town and Country Planning Act 1971 etc in respect of property at Nuneham Courtenay, Oxfordshire



An Agreement

made the first day of August One thousand nine hundred and eighty BETWEEN THE CHANCELLOR MASTERS

AND SCHOLARS OF THE UNIVERSITY OF OXFORD (hereinafter called "the University") of the first part THE RESIDENTS FROM TIME TO TIME OF THE VILLAGE OF NUNHAM COURTENAY in the County of Oxfordshire (hereinafter called "the other persons") of the second part and SOUTH OXFORDSHIRE DISTRICT COUNCIL whose Principal Office is at St George's House St George's Road Wallingford in the County of Oxfordshire aforesaid (hereinafter called "the Council") of the third part

WHEREAS :-

- (1) The University is the estate owner in fee simple absolute in possession of and in (inter alia) the land shown shaded pink on the plan annexed hereto _____
- (2) The University is in process of becoming registered with Absolute Title of and in ALL THAT land shown shaded green on the plan annexed hereto under Title Number _____
- (3) The land shaded pink and the land shaded green on the plan annexed hereto are hereinafter referred to as "the said property" _____
- (4) The other persons are the occupants from time to time of the cottages and other buildings on the said property _____
- (5) The Council is the Local Planning Authority under the Town and Country Planning Act 1971 of the area in which the said property is situated _____
- (6) Pursuant to Section 52 of the Town and Country Planning Act 1971 Section 12 of the Oxfordshire County Council Act 1970 and Section 11 of the Oxfordshire County Council Act 1971 the University and the other persons have agreed to enter into this Agreement in manner hereinafter appearing _____

NOW THIS AGREEMENT WITNESSETH as follows :-

1. Pursuant to Section 52 of the Town and Country Planning Act 1971 Section 12 of the Oxfordshire County Council Act 1970 and Section 11 of the Oxfordshire County Council Act 1971 with intent and so as to bind the said property and every part thereof into whosoever hands the same may come (1) the University as Trustee in pursuance of its powers under Section 17 of the Universities and Colleges Estates Act 1925 as modified by the Universities and Colleges Estates Act 1964 hereby agrees declares and covenants with the Council and (2) the other persons who have executed this Agreement each according to his respective estate or interest in the said property or any part thereof hereby agree declare and covenant with the Council:-

(i) at all times to keep open and free from any structure building or erection of any kind and maintained in a condition satisfactory to the Council those open areas between the dwellinghouses on the said property and the carriageway of the road upon which the said property abuts regardless of whether or not those areas form part of the highway maintainable at the public expense _____

(ii) not to fell top lop or otherwise remove any trees in the open area between the carriageway of the said road and the dwellinghouses on the said property without the prior written permission of the Council _____

(iii) as often as occasion may require to replace any such tree which is removed or die with a tree of the same or similar species at the next planting season after removal to the satisfaction of the Council _____

(iv) not without the prior written consent of the Council to carry out any of the under mentioned works to or on the said property whether or not the consent of the Council would normally be required for such works:-

(a) the enlargement alteration or improvement of any dwellinghouse or other building including the construction of porches conservatories or patios _____

(b) the removal or other alteration either external or internal of any window window-frame door door-frame chimney or chimney breast _____

(c) the alteration removal or replacement of any roof or roof tiles brickwork or shutters _____

(d) the erection or construction of any garage car-port greenhouse shed or other structure or the construction of hardstandings for such structures or for the stationing of boats cars caravans or other vehicles _____

(e) the painting or otherwise colouring of the exterior walls of any dwellinghouse or other building _____

(f) the alteration of the colours of the external paintwork including doors window-frames shutters fences gutters downpipes and other exposed timber metal or plastic parts of any dwellinghouse building or structure _____

(g) the alteration of the present accesses either to any dwellinghouse or other building or the formation of any new accesses _____

(h) the provision of gates fences walls hedges or other means of enclosure or partition between any dwellinghouse or other building and the highway or between neighbouring dwellinghouses or buildings or between a dwellinghouse or building and any other land _____

(i) the alteration of the existing gates fences walls hedges or other means of enclosure or their removal in whole or in part _____

(j) the construction or laying out of any ornamental pool or garden or swimming pool tennis court or other artificial structure _____

(k) the bringing on the said property or any part thereof of any mobile home or caravan or other structure whether of a permanent or temporary kind and whether or not for storage or other use ancillary to the use of the dwellinghouse _____

(l) the affixing to the external walls roof or other parts of any dwellinghouse or other building of any pole lamp or lamp standard or the fixing or stationing or otherwise placing of any such article on the said property or any part thereof _____

(m) the making of any other alteration to any dwellinghouse or other building now or hereafter erected which might conflict with the overall unity and character of the said property as a whole _____

(v) that at no time will any signs nameplates or any other advertisements be displayed upon any part of any dwellinghouse or other building or within the curtilage of any _____

dwellinghouse whether or not the consent of the Council would normally be required to such advertisement except a simple board indicating that the premises are for sale or to let

2. Any application for permission under the terms of this Agreement shall be addressed to the Chief Planning Officer of the Council who shall be entitled to signify the consent of the Council on behalf of the Council

3. In this Agreement the expressions "the University" and "the Council" shall where the context so admits include their respective successors in title and their assigns and the obligations undertaken by the persons who have executed or may execute this Agreement shall be held to be undertaken on behalf of their respective successors in title and assigns

4. The expression "dwellinghouse or other building" shall mean any house garage shed green-house or other structure or erection and "building" shall include any structure or erection or any part of a building as so defined which has been or is being constructed on the land at the date of this Agreement or which may hereafter be erected on the said property

IT IS HEREBY FURTHER AGREED AND DECLARED that no forgiveness delay extension of time or other omission or neglect by the Council to enforce the terms of this Agreement shall prejudice the right or power of the Council to enforce the terms of this Agreement subsequently whether in respect of any other breach of the terms of the Agreement or a breach or breaches the subject of the forgiveness delay extension of time omission or neglect

IN WITNESS whereof the University and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written and the other parties hereto have hereunto set their hands and seals on the said date or such other date as hereafter appears

THE COMMON SEAL OF THE CHANCELLOR
MASTERS AND SCHOLARS OF THE
UNIVERSITY OF OXFORD was hereunto
affixed in the presence of :-

Senior Proctor

Junior Proctor

THE COMMON SEAL of SOUTH OXFORDSHIRE
DISTRICT COUNCIL was hereunto affixed
in the presence of :-

Deputy Executive
The Officer appointed for this purpose

764/80

SIGNED SEALED and DELIVERED by the various persons whose execution of the Agreement appears below in the presence of the persons hereinafter mentioned

SIGNATURE	SEAL	ADDRESS	DATE OF EXECUTION IF AFTER DATE OF AGREEMENT	HOW INTERESTED	WITNESS
[REDACTED]	[REDACTED]	No New York.	1st August 1950	Tenant of The New York Hotel School Library, at No 31, Collyer.	The Clerk Paul J. Bickel J. H. O'Brien J. H. O'Brien
[REDACTED]	[REDACTED]	No 13 Collyer	1st August 1950	No 13 Collyer.	The Clerk
[REDACTED]	[REDACTED]	No 39 Collyer	1st August 1950	No 39 Collyer.	The Clerk
[REDACTED]	[REDACTED]	The Post Office	1st August 1950	The Post Office	The Clerk
[REDACTED]	[REDACTED]	No 14 Collyer	1st August 1950	No 14 Collyer.	The Clerk
[REDACTED]	[REDACTED]	No 31 Collyer	1st August 1950.	No 31 Collyer	The Clerk
[REDACTED]	[REDACTED]	No 32 Collyer	1st August 1950.	No 32 Collyer	The Clerk
[REDACTED]	[REDACTED]	No 27 Collyer	1st August 1950	No 27 Collyer	The Clerk
[REDACTED]	[REDACTED]	No 25 Collyer	1st August 1950	No 25 Collyer	The Clerk
[REDACTED]	[REDACTED]	No 19 Collyer	1st August 1950	No 19 Collyer	The Clerk
[REDACTED]	[REDACTED]	No 10 Collyer	1st August 1950	No 10 Collyer	The Clerk
[REDACTED]	[REDACTED]	No 35 Collyer	1st August 1950	No 35 Collyer	The Clerk

[REDACTED]



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Results

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Results

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Results

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Results



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The Council is grateful for the assistance of
Professor Malcolm Airs in the production of this
document

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**For further information or advice please
contact the Conservation & Design team at:**

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