

DATE 24th February 2023

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land at 114 Fore Hamlet, Ipswich IP3 8AF

Legal Services
Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE
IP24 909

THIS DEED OF AGREEMENT is made the 24th day of February 2023

BETWEEN:

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**")

RECITALS

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an Authority who may enforce the planning obligations herein.
- (B) The County Council is the county planning authority and is also a local highway authority for the purposes of the Highways Act 1980 a local education authority under the relevant enactment a waste disposal authority and local library authority who may enforce the planning obligations herein. The County Council has also agreed to be the Authority who may enforce the Borough Council planning obligations herein (the Enforcing Authority).
- (C) The Property comprises land registered at HM Land Registry under title number SK275205 and SK194701.
- (D) The Borough Council is also the freehold owner of the Property free from encumbrances (hereinafter also referred to as "**the Owner**").
- (E) The Borough Council's developer agent Handford Homes Limited has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (F) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (G) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.

- (H) Within this Deed references to the "Borough Council" are made where the function of the Borough Council acting as the local planning authority are concerned and references to the "Owner" of the Property are used where the owner of the Property has obligations to perform to either the Borough Council or County Council.
- (I) The County Council will be the Enforcing Authority for the purposes of enforcing the Owner's obligations under this Agreement until such time the Borough Council ceases to have an interest in the Property after which time the Enforcing Authority will be the County Council and the Borough Council.

OPERATIVE PROVISIONS

- 1 The following expressions shall have the meanings hereby respectively assigned to them:-

General Definitions

"the 1990 Act"	means the Town and Country Planning Act 1990 as amended.
"the Application"	means the planning application given reference IP/22/00482/FUL submitted by the Borough Council's developer-agent Handford Homes Limited to the Local Planning Authority and registered by the Borough Council on 6 June 2022.
"BCIS Index"	means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Borough Council County Council and the Owner.
"BCIS Indexed"	the increase in the Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 34 of this Deed.
"Commencement Date"	means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this

	<p>agreement:-</p> <p>a) the demolition of any existing buildings or structures</p> <p>b) site investigations or surveys</p> <p>c) site decontamination</p> <p>and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly.</p>
"Completion of Development"	The date the final Dwelling is first Occupied.
"the Councils"	means the Borough Council and the County Council.
"Deed"	means this Deed of Agreement.
"Development"	means the Development permitted under the Permission.
"Dwelling"	means a dwelling forming part of the Development to be constructed in accordance with the Permission.
"Financial Contributions"	means any or all of the following financial contributions defined in the Deed: Libraries Contribution, Primary School Contribution, Highways Contribution, Public Open Space Contribution, Waste Contribution, TRO Contribution and the RAMS Contribution
"Late Payment Interest"	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England
"the Monitoring Fee"	Means the sum of Nine Hundred and Fifty-Two Pounds (£952.00)
"the POS Commuted Sum"	Means a total sum of one hundred and fifteen thousand seven hundred and ninety pounds (£115,790.00) payable in annual instalments of seven thousand seven hundred and nineteen pounds for fifteen (15) years towards maintenance of public open space in the Holywells ward area of Ipswich.
"the Obligations"	means the obligations provisions requirements conditions or other burdens set out in this Deed
"Occupation"	means occupation for the purpose permitted by the Permission but not including

	occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"the Permission"	means the planning permission granted pursuant to the Application in the form annexed to this Deed
"the Plan"	means the plan annexed at the First Schedule hereto and marked "Plan"
"the Property"	means the land at 114 Fore Hamlet, Ipswich IP3 8AF in the County of Suffolk shown edged red on the Plan

Financial Contributions

Libraries Contribution	Means the sum of six thousand nine hundred and sixty pounds only (6,960.00) BCIS Indexed
Primary School Contribution	Means the sum of sixty-nine thousand and seventy-two pounds only (£69,072.00) BCIS Indexed
Highways Contribution	Means the sum of twenty-five thousand pounds only (£25,000.00) BCIS Indexed
POS Contribution	Means the sum of ninety thousand two hundred and forty-three pounds only (£90,243.00) BCIS Indexed
Recreational Avoidance and Mitigation Strategy ("RAMS") Contribution	Means the sum of three thousand six hundred and fifty-six pounds and seventy pence only (£3,656.70) BCIS Indexed
Traffic Regulation Order ("TRO") Contribution	Means the sum of eleven thousand five hundred pounds only (£11,500.00) BCIS Indexed
Waste Contribution	Means the sum of three thousand two hundred and seventy pounds only (£3,270.00) BCIS Indexed

- 2 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed.
- 3 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 4 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 5 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that enactment regulation or order or deriving validity from it.
- 6 References in this Deed to the Councils shall where the context so admits include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.
- 7 Reference in this Deed to the Owner shall include successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
- 8 Headings in this Deed are not intended to be taken into account in its construction or interpretation
- 9 "Including" means "including, without limitation".
- 10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by another person.
- 11 Where more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

STATUTORY PROVISIONS AND COVENANTS

- 12 This Deed is made in pursuance of:-

Section 106 of the 1990 Act

Section 111 of the Local Government Act 1972

Section 1 of the Localism Act 2011

and all other enabling legislation.

- 13 The obligations created in the Second Schedule and the Third Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title.
- 14 Insofar as any of the covenants contained in this Agreement are not planning obligations within section 106 of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 15 This Deed is conditional upon:
- (i) the grant of the Permission; and
 - (ii) the Commencement of Development
- save for the provisions of this clause and clauses 21-32, 43, 44, 46 and 47 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.
- 16 The Owner covenants with the Borough Council as set out in Part 1 of the Second Schedule so as to bind the Property and each and every part thereof.
- 17 The Owner covenants with the County Council as set out in Part 2 of the Second Schedule so as to bind the Property and each and every part thereof.
- 18 The Borough Council covenants with the Owner as set out in Part 1 of the Third Schedule.
- 19 The County Council covenants with the Owner as set out in Part 2 of the Third Schedule
- 20 The Borough Council shall indemnify the County Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the County Council arising out of or in connection with the enforcement of the obligations made to the Borough Council under this Agreement.

AGREEMENTS AND DECLARATIONS

- 21 This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of an Obligation contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.

- 22 This Deed shall be a local land charge and shall be registered as such by the Borough Council.
- 23 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.
- 24 The Owner shall pay to the County Council its reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof. The Owner shall also pay the Monitoring Fee on completion of this agreement.
- 25 The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such information as the Borough Council and/or County Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.
- 26 The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 27 Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 28 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 29 If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) on the application of either party and such person shall act as an expert and shall make a decision within 28 days and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 30 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief,

injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

- 31 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.
- 32 The Obligations contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act.
- 33 If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due until the date of payment.
- 34 The Financial Contributions shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula $A = B \times C/D$ where:
- 34.1 A is the sum payable under this Deed;
- 34.2 B is the original sum calculated as the sum payable;
- 34.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
- 34.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
- 34.5 C/D is greater than 1
- 35 The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times to enter into and upon and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.
- 36 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived.
- 37 The Owner covenants and warrants to the Councils that it has full power to enter into this Deed and that there is no other person having a registered charge over or any registered binding interest in the Property, whose consent is necessary to make this Deed binding on the Property and all estates and interests therein.
- 38 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such validity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 39 No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the covenants terms of conditions of this Deed shall

constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

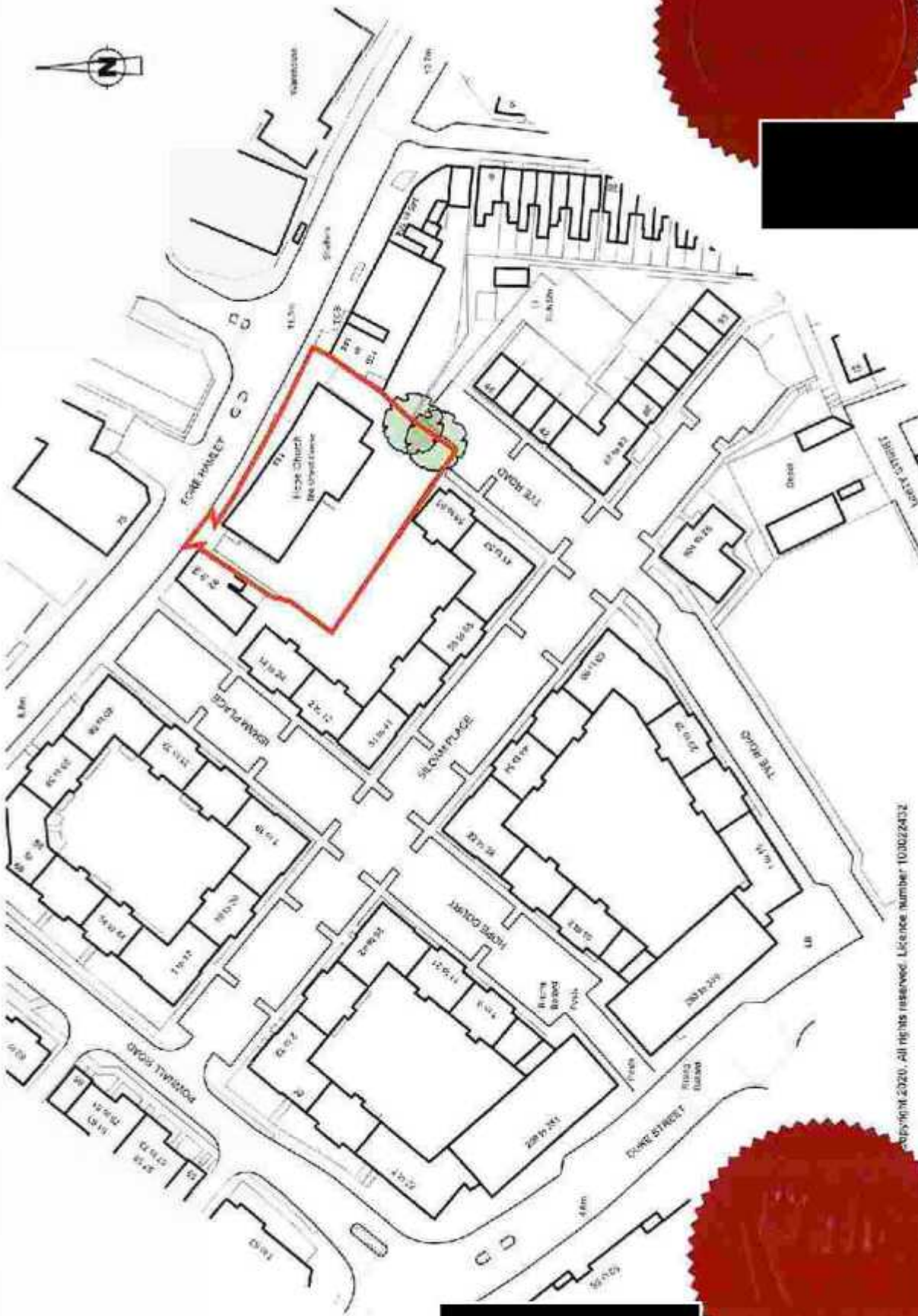
- 40 The Owner covenants with the Councils to give each of them written notice of any change in ownership of any of its interests in the Property (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
- 41 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 42 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:
 - (a) Commencement of Development;
 - (b) Occupation of the first (1st) Dwelling; and
 - (c) First Occupation of the final Dwelling
- 43 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 44 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.
- 45 The Property shall be bound by the obligations contained in this Deed and any security of a mortgage or charge over the Property shall take effect subject to this Deed PROVIDED THAT a mortgagee or chargee, including any persons that may hold a mortgage or charge over the Property from time to time, shall otherwise have no liability under this Deed unless and until it takes possession of the Property in which case it too will be bound by the obligations affecting the part or parts of the Property as if it were a person deriving title from the Owner.
- 46 The obligations in this Deed shall not be enforceable against any individual owner, lessee or occupier of a Dwelling or any person deriving title from any such person.
- 47 The Councils covenant with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Councils will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first hereinbefore written

FIRST SCHEDULE

The Plan

65694



[Redacted Signature]

KATE MCGIBBIN
AUTHORISED OFFICER

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feet & gilles 1000 Market Street Plymouth PL4 8AB Tel: 01752 234567 www.feetandgilles.co.uk	
<input type="checkbox"/> New Development 1000 Market Street Plymouth PL4 8AB Tel: 01752 234567	<input checked="" type="checkbox"/> Existing Development 1000 Market Street Plymouth PL4 8AB Tel: 01752 234567
1:1250 @A4	2132 DE10-001
Proposed New Residential 1111 Church Lane, Plymouth Handford Homes Limited	Planning Application
Project	Other
<input type="checkbox"/> New Development 1000 Market Street Plymouth PL4 8AB Tel: 01752 234567	<input type="checkbox"/> Existing Development 1000 Market Street Plymouth PL4 8AB Tel: 01752 234567
Notes	19132

SECOND SCHEDULE

The Planning Obligations

PART 1 THE OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

1.1 AFFORDABLE HOUSING

1.1.1 Defined terms

In this Schedule, the following words and expressions have the following meanings:

"Affordable Housing"	means housing that is affordable to those people who cannot afford to rent or buy housing generally available on the open market.
"Affordable Housing Units"	means all those 30 dwellings to be constructed on the Property pursuant to the Permission comprising 1 x 1 bed 1 person flat, 2 x 1 bed 2 person flats (wheelchair accessible), 7 x 1 bed 2 person flats, 16 x 2 bed 3 person flats and 4 x 2 bed 4 person flats all of which are Affordable Rented Housing Units and "Affordable Housing Unit" means any one of those Affordable Housing Units accordingly.
"Affordable Rented Housing Units"	means the Affordable Housing Units let at a rent which is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges where applicable).
"Design and Quality Standards"	means the publication "Design and Quality Standards", April 2007 issued by the Housing Corporation or successor publication issued by the HCA (as defined in this Schedule) which sets out the requirements and recommendations of the Housing Corporation or HCA for quality of housing probity and procurement and procedural compliance or any successor publication current at the date of construction.
"Right to Buy"	means the Right to Buy within the meaning of Part V Housing Act 1985 (as amended) and the Right to Acquire within the meaning of S.16 Housing Act 1996

and any other statutory right for tenants of Registered Social Landlords to purchase their dwellings

"Registered Social Landlord"

a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Housing Corporation pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and who is approved by the Borough Council as housing authority (such approval not to be unreasonably withheld or delayed).

- 1.1.2 The Owner shall construct the Affordable Housing Units and make the same ready for Occupation in accordance with the Design and Quality Standards applicable at the time of construction.
- 1.1.3 Nothing contained in this Agreement shall prevent a tenant of an Affordable Housing Unit from purchasing the said unit under the Right to Buy.
- 1.1.4 None of the provisions contained in this Second Schedule Part 1 shall be binding on:
 - (a) any tenant of a dwelling who has purchased under the Right to Buy; or
 - (b) any chargee or mortgagee or Receiver of or successor in title to any party mentioned in paragraphs (a) above.

FINANCIAL CONTRIBUTIONS

1.2 POS CONTRIBUTION

- 1.2.1 The Owner covenants to pay to the Borough Council the POS Contribution prior to the first occupation of the first (1st) Dwelling.
- 1.2.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the POS Contribution has been paid to the Borough Council.

1.3 POS COMMUTED SUM

- 1.3.1 The Owner covenants to pay to the Borough Council the POS Commuted Sum annually for a period of fifteen (15) years, the first annual payment to be paid prior to occupation of the first (1st) Dwelling and thereafter on the anniversary date of first payment.
- 1.3.2 The Owner covenants not to Occupy or permit Occupation of any Dwellings until the first annual payment of the POS Commuted Sum has been paid to the Borough Council.

1.4 RAMS CONTRIBUTION

- 1.4.1 The Owner covenants to pay to the Borough Council the RAMS Contribution prior to occupation of the first (1st) Dwelling.
- 1.4.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the first annual payment of the RAMS Contribution has been paid to the Borough Council.

PART 2. THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

2.1 LIBRARIES CONTRIBUTION

- 2.1.1 The Owner covenants to pay to the County Council the Libraries Contribution prior to the first Occupation of the first (1st) Dwelling.
- 2.1.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Libraries Contribution has been paid to the County Council.

2.2 PRIMARY SCHOOL CONTRIBUTION

- 2.2.1 The Owner covenants to pay to the County Council the Primary School Contribution prior to the first Occupation of the first (1st) Dwelling.
- 2.2.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Primary School Contribution has been paid to the County Council.

2.3 HIGHWAYS CONTRIBUTION

- 2.3.1 The Owner covenants to pay to the County Council the Highways Contribution prior to the commencement of development.
- 2.3.2 The Owner hereby covenants not to commence development until the Highways Contribution has been paid to the County Council.

2.4 TRO CONTRIBUTION

- 2.4.1 The Owner covenants to pay to the County Council the TRO Contribution prior to the commencement of development.
- 2.4.2 The Owner hereby covenants not to commence development until the TRO Contribution has been paid to the County Council

2.5 WASTE CONTRIBUTION

- 2.5.1 The Owner covenants to pay to the County Council the Waste Contribution prior to first Occupation of the first (1st) Dwelling
- 2.5.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwelling until the Waste Contribution has been paid to the County Council

THIRD SCHEDULE

PART 1 BOROUGH COUNCIL COVENANTS

1. APPLICATION OF CONTRIBUTIONS

1.1 POS CONTRIBUTION

- 1.1.1 The Borough Council covenants to use the POS Contribution for the provision of deficient public open space in the Holywells area of Ipswich as defined in the Public Open Space Supplementary Planning Document.
- 1.1.2 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the POS Contribution was paid within a further period of one (1) year pay to any person such amount of the POS Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed, less any deduction for the Borough Council's reasonable administrative costs associated with holding administering and refunding any part of the POS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.2 POS COMMUTED SUM

- 1.2.1 The Borough Council to use the POS Commuted Sum for the provision of maintenance of public open space in the Holywells area of Ipswich as defined in the Public Open Space Supplementary Planning Document.

1.3 RAMS CONTRIBUTION

- 1.3.1 The Borough Council covenants to use the RAMS Contribution towards the mitigation of the development on the River Stour and River Orwell Estuaries Special Protection Area and the river Stour and river Orwell Estuaries Ramsar Site and Braziers Wood and Meadows Country Wildlife Site.
- 1.3.2 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the RAMS Contribution was paid within a further period of one (1) year pay to any person such amount of the RAMS Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed, less any deduction for the Borough Council's reasonable administrative costs associated with holding administering and refunding any part of the RAMS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

PART 2 COUNTY COUNCIL COVENANTS

1. APPLICATION OF CONTRIBUTIONS

1.1 Libraries Contribution

- 1.1.1 The County Council covenants to use the Libraries Contribution for the provision of additional items of lending stock plus reference, audio visual and homework support materials together with other enhancement and improvement to the local library service to mitigate the impacts of the proposed development on the local library service.
- 1.1.2 The County Council shall if requested to do so in writing after the expiry of five (5) years from Completion of Development within a further period of one (1) year pay to any person such amount of Libraries Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Libraries Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.2 Primary School Contribution

- 1.2.1 The County Council covenants to use the Primary School Contribution for the provision of additional facilities including improvement and enhancement of primary school provision serving the Development.
- 1.2.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year pay to any person such amount of the Primary School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Primary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.3 Highways Contribution

- 1.3.1 The County Council covenants to use the Highways Contribution for the provision of enhancements and improvements to public transport services and infrastructure serving the Development.
- 1.3.2 The County Council shall if requested to do so in writing after the expiry of five (5) years from Completion of Development within a further period of one (1) year pay to any person such amount of the Highways Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Highways Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.4 TRO Contribution

- 1.4.1 The County Council covenants to use the Highways Contribution for the provision a Traffic Regulation Order to amend the limited waiting bay to the front of the Property.
- 1.4.2 The County Council shall if requested to do so in writing after the expiry of five (5) years from Completion of Development within a further period of one (1) year pay to any person such amount of the TRO Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the TRO Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.5 Waste Contribution

- 1.5.1 The County Council covenants to use the Waste Contribution towards the provision of new, enhanced and/or improved household waste recycling facilities serving the Development.
- 1.5.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year pay to any person such amount of Waste Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Waste Contribution, such payment to be made within twenty eight (28) Working Days of such request.

2 Discharge of Obligations

- 2.1 Upon receipt of a written request by the Owner, the County Council shall provide written confirmation to the Owner as to which obligations under this Deed have been discharged.

Annex

Draft planning permission

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING
(DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2015**



To: Barefoot And Gilles Ltd
2 Cromwell Court
16 St Peters Street
IPSWICH
IP1 1XG

Agent for: Handford Homes Ltd

Application Reference: IP/22/00482/FUL

GRANT OF FULL PLANNING PERMISSION

Ipswich Borough Council, as local planning authority, hereby **GRANT** Full Planning Permission for:

Erection of 30 flats in two blocks with associated access, car parking, landscaping, bin and bike stores, and associated works.

at: 114 Fore Hamlet Ipswich Suffolk IP3 8AF

in accordance with your application reference: IP/22/00482/FUL received 27.05.2022.

By virtue of Section 91 of the Town and Country Planning Act, 1990 this permission is granted subject to the condition that the development to which it relates must be begun not later than the expiration of three years beginning with the date of this notice.

This permission is also subject to the following condition(s): -

1. The development shall be carried out in accordance with the details shown on the following submitted drawings and the requirements of any succeeding conditions:

2132 DE 10-001C- Location Plan
2132 DE 10-002L - Site Plan
2132 DE 10-003L - Utilities Plan
2132 DE 10-004C - Soft Landscape Plan
2132 DE 20-001J - Ground Floor Plan
2132 DE 20-002J - First Floor Plan
2132 DE 20-003J - Second Floor Plan
2132 DE 20-004J - Third Floor Plan
2132 DE 20-005J - Fourth Floor Plan
2132 DE 20-006J - Fifth Floor Plan
2132 DE 20-007J - Roof Plan
2132 DE 30-001G- Street Elevation Plan
2132 DE 30-002H - Front Elevation and Detail Elevation Plan
2132 DE 30-003D - Proposed Elevations Main Block - Core 1 and 2
2132 DE 30-004D - Proposed Elevations Rear Block - Core 3
2132 DE 40-001F - Proposed Schematic Sections

- c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

3.16 A letting or sub-letting permitted pursuant to paragraph 3.14 or 3.15 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

3.17 Nothing in this paragraph 3 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation (except where other local policy restrictions apply) provided that the First Home remains at all times the First Home Owner's main residence.

4 ON-SITE OPEN SPACE

4.1 The Owner covenants with the Council that it shall not Commence Development until the Open Space Plan and Open Space Specification have been approved to the reasonable satisfaction of the Council.

4.2 The Owner covenants with the Council to lay out the Open Space prior to Occupation of 40% of the Dwellings in accordance with the Open Space Plan and Open Space Specification

4.3 The Owner covenants that following the laying out of the Open Space the Owner shall transfer the Open Space to the Management Company in accordance with the Open Space Transfer and until such transfer has been

made, the Owner shall retain liability for the maintenance of the Open Space in accordance with the Open Space Specification and as part of any such transfer the Owner shall make reasonable and adequate provision to the reasonable satisfaction of the Council for the future maintenance of the Open Space in the event of the Management Company going into liquidation or being wound up.

5. HABITAT MITIGATION CONTRIBUTION

- 5.1 The Owner covenant that prior to Commencement of Development to pay the Habitat Mitigation Contribution to the Council
- 5.2 The Owner covenants not to Commence or permit the Commencement of Development until the Habitat Mitigation Contribution has been paid to the Council
- 5.3 On first Occupation of the Dwelling the occupier to be provided with a pack of information to include information on alternative recreational routes in the area

PART2

The Owner covenants with the County Council

1 Public Transport Contribution

- 1.1 The Owner covenants with the County Council to pay the Public Transport Contribution to the County Council prior to the first Occupation of the FIRST (1st) Dwelling
- 1.2 The Owner hereby covenants not to Occupy or allow or permit Occupation of any Dwellings unless and until the Public Transport Contribution has been paid in full to the County Council

2 Public Rights of Way Contribution

- 2.1 The Owner covenants with the County Council to pay the Public Rights of Way Contribution to the County Council prior to the first Occupation of the FIRST (1st) Dwelling
- 2.2 The Owner hereby covenants not to Occupy or allow or permit Occupation of any Dwellings unless and until the Public Rights of Way Contribution has been paid in full to the County Council

3 Cycle Improvement Contribution

- 3.1 The Owner covenants with the County Council to pay the Cycle Improvement Contribution to the County Council prior to the first Occupation of the FIRST (1st) Dwelling
- 3.2 The Owner hereby covenants not to Occupy or allow or permit Occupation of any Dwellings unless and until the Cycle Improvement Contribution has been paid in full to the County Council

4 Travel Plan Evaluation and Support Contribution

- 4.1 The Owner covenants to pay the first instalment of the Travel Plan Evaluation and Support Contribution of £1,000.00 (one thousand pounds) Index Linked prior to the first Occupation of the seventy fifth(75th) Dwelling
- 4.2 The Owner hereby covenants not to Occupy or allow or permit Occupation of more than seventy five (75) Dwellings unless and until the first instalment of the Travel Plan Evaluation and Support Contribution of £1,000.00 (one thousand pounds) Index Linked has been paid to the County Council.
- 4.3 The Owner covenants to pay further instalments of the Travel Plan Evaluation and Support Contribution of £1,000.00 (one thousand pounds) Index Linked annually prior to the anniversary of the date of first Occupation of the seventy fifth (75th) Dwelling SAVE THAT no further instalments of £1,000.00 (one thousand pounds) Index Linked of the Travel Plan Evaluation and Support Contribution shall be payable by the Owner after five years from the first Occupation of the 75th Dwelling or after one year after Occupation of the final Dwelling, whichever is the latter.

5 Notices

- 5.1 The Owner shall provide the County Council with written notification within fourteen (14) days of:
 - 5.1.1 The Commencement of Development
 - 5.1.2 First Occupation of the first Dwelling; and
 - 5.1.3 First Occupation of the 40th Market Dwelling
 - 5.1.4 First Occupation of the 60th Market Dwelling
 - 5.1.5 First Occupation of the final Dwelling.

FOURTH SCHEDULE

Council's Covenants

Covenants by the Council

Discharge of obligations

1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.2 The Council shall pay the Habitat Mitigation Contribution when received into a separate account use the Habitat Mitigation Contribution for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the Habitat Mitigation Contribution to a person, body or company that may be responsible for the carrying out of the work as set out in this Deed.
- 1.3 In the event that the Habitat Mitigation Contribution has not been spent or committed for it specified purpose within 10 years of receipt of the Habitat Mitigation Contribution the Council shall reply such monies which have not been spent or committed together with any interest accrued to the person who paid the Habitat Mitigation Contribution

FIFTH SCHEDULE

Covenants by the County Council

Public Transport Contribution

- 1.1 At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations in Part 2 Third Schedule contained in this Deed when satisfied that such obligations have been performed.
- 1.2 The County Council covenants to use the Public Transport Contribution for the installation of raised kerbs at the bus stop on the northbound side of Abbey Road, Leiston (west side) and a new bus shelter and Real Time Passenger Information (RTPI) Screen at the bus stop on the southbound side of Abbey Road (east side) or improvements to bus stops on Waterloo Road
- 1.3 The County Council shall if requested to do so in writing after the expiry of seven (7) years of the date that the Public Transport Contribution was paid within a further period of one (1) year pay to any such person such amount of the Public Transport Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, such payment to be made within twenty eight (28) working days of such request together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.4 When the Public Transport Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of seven (7) years of the payment of that sum within a further period of one (1) year notifying the Owner that such monies have been spent or committed such notice to include full details of what said monies were spent on or committed to.

Public Rights of Way Contribution

- 1.5 The County Council covenants to use the Public Rights of Way Contribution for the improvements to the local public rights of way network.
- 1.6 The County Council shall if requested to do so in writing after the expiry of SEVEN (7) years of the date that the Public Rights of Way Contribution was paid within a further period of ONE (1) year to any such person such amount of the Public Rights of Way Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, such payment to be made within TWENTY EIGHT (28) working days of such request together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable
- 1.7 When the Public Rights of Way Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of SEVEN (7) years of the payment of that sum within a further period of ONE (1) year notifying the Owner that such monies have been spent or committed such notice to include full details of what said monies were spent on or committed to.



882

THE COMMON SEAL OF
EAST SUFFOLK COUNCIL
was affixed in the presence of:



Authorised Officer

Authorised Officer

65597



THE COMMON SEAL OF
SUFFOLK COUNTY COUNCIL
was affixed in the presence of:

)
)
)



er



SIGNED AS A DEED

by the said

LIMITBROOK LIMITED

In the presence of:

Secretary..



Direct



Appendix A

Nomination Agreements

Appendix B

Local Connections Cascade

1.1 The Affordable Dwellings for Rent are to be allocated to a person nominated by the Council in line with its Allocation Policy who is considered by them or it to be in need of such accommodation and unable to compete in the normal open market for property. Before nominating an applicant the council will be satisfied that the applicant

- (a) Has continuously lived in Leiston for the preceding 5 years, OR
- (b) Has continuously had a place of work in Leiston for the preceding 5 years OR
- (c) Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived in Leiston for the preceding 5 years, OR
- (d) Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from Leiston

1.2 If there are no persons who qualify under paragraph 1.1 the Affordable Dwellings for Rent shall be allocated to a person nominated by the Council who

- (a) Has continuously lived within 15 miles of the Site for the preceding 5 years, OR
- (b) Has continuously had a place of work within 15 miles of the Site for the preceding 5 years OR
- (c) Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within 15 miles of the Site for the preceding 5 years, OR
- (d) Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from within 15 miles of the Site

1.3 If there are no persons who qualify under paragraphs 1.1 and 1.2 above the Affordable Dwelling shall be re-advertised to the district of East Suffolk and where after re-advertising there are no persons who qualify under the paragraphs above the Affordable Dwelling shall be allocated to a person nominated by the Council who is considered by it to be in need of such accommodation and who is unable to compete in the normal open market for property in East Suffolk

1.4 Where there is a mutual exchange the Registered Provider may let the Affordable Dwelling to any incoming tenant who satisfies the local connection criteria at paragraph 1.1 to 1.3 above

2. Affordable dwellings for sale

2.1 On advertising the first Disposal of a Shared Ownership, First Home, Discounted Market Sale or Shared Equity Dwelling the Dwelling shall be marketed for sale for the first 3 months to persons who:

- a. Have continuously lived within [Parish] for the preceding 5 years, OR
- b. Have continuously had a principal place of work within [Parish] for the preceding 5 years OR
- c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within [Parish] for the preceding 5 years, OR
- d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from [Parish].

PROVIDING THAT if after 2 months of marketing no offer has been received from persons who comply with 2.1 a-d the dwelling may be sold to persons who comply with 2.2 a-d.

2.2 On advertising [subsequent⁴] Disposals of a Shared Ownership, First Home, Discounted Market Sale or Shared Equity Dwelling the Dwelling shall be marketed for sale for the first 3 months to persons who:

- a. Have continuously lived within the District of East Suffolk for the preceding 5 years, OR
- b. Have continuously had a principal place of work within the District of East Suffolk for the preceding 5 years OR
- c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within the District of East Suffolk for the preceding 5 years, OR
- d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from the District of East Suffolk.

2.3 If there are no purchasers who qualify under paragraphs 2.1 [and 2.2] above within 3 months of marketing the Affordable Dwelling it may be sold free of Local Connections restrictions.

the safety of residents and the public. This is a pre-commencement condition because the required survey must be carried out before any development takes place.

INFORMATIVES

1. PLEASE NOTE that this permission contains a condition precedent that requires details to be agreed and/or activity to be undertaken either before you commence the development or before you occupy the development. ****This is of critical importance*. If you do not comply with the condition precedent you may invalidate this planning permission. **Please pay particular attention to these requirements*.**
2. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
3. You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: building.control@ipswich.gov.uk or on telephone number: 01473 432951.
4. There is now a planning fee payable for applications in writing to discharge planning permission conditions. The rates as prescribed by Central Government are £116 for each written request.
5. Ipswich Borough Council supports the use of emergency sprinkler systems in all new buildings.
6. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act, 1990.
7. Many species of plant and animal in England, and their habitats, are protected by law. You are breaking the law if you capture, kill, disturb or injure a European protected species (on purpose or by not taking enough care); damage or destroy a breeding or resting place (even accidentally); obstruct access to their resting or sheltering places (on purpose or by not taking enough care); possess, sell, control or transport live or dead individuals, or parts of them. For further information and guidance you are advised to speak to Natural England at www.gov.uk or by telephone on 0300 060 6000.
8. Suffolk Constabulary, Suffolk Fire and Rescue Service, and Anglian Water have provided detailed comments upon this application, and these comments are available on the planning pages of the Council's website www.ipswich.gov.uk.
9. Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not

practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.

10. **INFORMATIVE** - Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087. **INFORMATIVE** - Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087. **INFORMATIVE** - Protection of existing assets - A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water. **INFORMATIVE** - Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087. **INFORMATIVE**: The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.
11. Any works to lay new surface water drainage pipes underneath the public highway will need a licence under section 50 of the New Roads and Street Works Act.
12. Note: It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority.
13. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification.
14. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing.
For further information please visit:
<https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/application-for-works-licence/>
15. The applicant is made aware that there is a car club in operation less than 50 metres from the site, operated by Enterprise, on Cavendish Street, and is advised to make any future occupants aware of this car club, given the approved reduction in car parking on site.

Summary of Development Plan policies and proposals relevant to this decision: -

1. Ipswich Local Plan, incorporating the Core Strategy and Policies DPD Review (2022)

Policy CS1 (Sustainable Development); Policy CS2 (The Location and Nature of Development); Policy CS3 (IP-One Area Action Plan); Policy CS4 (Protecting our Assets); Policy CS5 (Improving Accessibility); Policy CS7 (The Amount of New Housing Required); Policy CS8 (Housing Type and Tenure); Policy CS12 (Affordable Housing); Policy CS13 (Planning for Jobs Growth); Policy CS16 (Green Infrastructure, Sport and Recreation); Policy CS17 (Delivering Infrastructure);

Policy DM1 (Sustainable Construction); Policy DM2 (Decentralised Renewable or Low Carbon Energy); Policy DM3 (Air Quality); Policy DM7 (Provision of Private Outdoor Amenity Space in New and Existing Developments); Policy DM4 (Development and Flood Risk); Policy DM12 (Design and Character); Policy DM13 (Built Heritage and Conservation); DM9 (Protection of Trees and Hedgerows); Policy DM17 (Small Scale Infill and Backland Residential Developments); Policy DM21 (Transport and Access in New Developments); Policy DM22 (Car and Cycle Parking in New Development); Policy DM18 (Amenity); Policy DM6 (Provision of New Open Spaces, Sports and Recreation Facilities); Policy DM23 (The Density of Residential Development); Policy DM8 (The Natural Environment); DM24 (Protection and Provision of Community Facilities); DM10 (Green and Blue Corridors), DM34 (Delivery and Expansion of Digital Communications Networks).

IPSWICH LOCAL PLAN, INCORPORATING THE SITE ALLOCATIONS AND POLICIES (INCORPORATING IP-ONE AREA ACTION PLAN) DPD REVIEW (2022)

Policy SP1 (The Protection of Allocated Sites)

Policy SP15 (The Waterfront)

Policy SP26 (Housing Allocations in the IP-One Area)

Site Allocation IP014.

Other relevant Planning Guidance

- o Suffolk Guidance for Parking - Technical Guidance (2019)
- o Space and Design Guidelines SPD (2015)
- o Cycling Strategy SPD (2016)
- o DCLG Technical housing standards - nationally described space standards (2015)
- o Suffolk Coast RAMS Supplementary Planning Document (SPD) (2020)
- o Development and Archaeology Supplementary Planning Document (SPD) (2018)
- o Ipswich Urban Characterisation Study SPD - Valley Character Area
- o Public Open Space SPD (2017)
- o Low Emissions SPD (2021)

Dated:

Signed:

James Mann MRTPI
Head of Planning and Development
Grafton House
15 -17 Russell Road
Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

N.B. This permission is not an approval under the Building Regulations; Approval under those regulations may also be required.

NOTES

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this notice.
3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
4. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at www.gov.uk/topic/planning-development/planning-permission-appeals
7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

In making this decision the Council has positively addressed the National Planning Policy Framework 2021.

THE COMMON SEAL OF IPSWICH)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:)

[Redacted]

KATE THEORALD
Authorised Signatory



19132

Authorised Signatory [Redacted]

THE COMMON SEAL OF SUFFOLK)
COUNTY COUNCIL was hereunto affixed)
in the presence of:)

Authorised Signatory

[Redacted]

