

DATE 17 April 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 Hadleigh Road, Ipswich

(IP/22/00274/FUL)

Legal Services
Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE
IP24.739

THIS DEED OF AGREEMENT is made the 17th day of April 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**"); and

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 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 (if any) (the Enforcing Authority).
- (C) The Property comprises land registered at HM Land Registry under title number SK20650
- (D) The Borough Council is also the freehold owner of the Property free from encumbrances (hereinafter also referred to as "the Owner").
- (E) The Owner's agent 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 Council or County Council

- (l) The County Council will be the Enforcing Authority for the purposes of enforcing the Owners 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/22/00274/FUL submitted by the Borough Council to the Local Planning Authority and registered by the Borough Council on 31 March 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 County Council Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 32 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 agreement:- a) the demolition of any existing buildings or structures b) site investigations or surveys

	c) site decontamination and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly
"the Councils"	means the Borough Council and the County Council
"County Council Financial Contributions"	Shall mean the Travel Plan Contribution and the RTPI Contribution
"Deed"	means this Deed of Agreement
"Development"	means the Development permitted under the Permission
Late Payment Interest	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England
Monitoring Fee	means the sum of four hundred and seventy-six pounds (£476.00) only
"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 Hadleigh Road, Ipswich in the County of Suffolk shown edged red on the Plan

County Council Financial Contributions

Travel Plan Contribution	Means the sum of one thousand pounds (£1,000) payable per year for a period of five years therefore a total contribution of five thousand pounds (£5,000) BCIS Indexed
Real Time Passenger Information (RTPI) Contribution	Means the sum of fifteen thousand pounds (£15,000) 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 19-30, 41,42, 44 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.
- 16 The Owner covenants with the County Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.
- 17 The County Council covenants with the Owner as set out in the Third Schedule.
- 18 The Borough Council shall indemnify the County Council against all liability, 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

- 19 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.

- 20 This Deed shall be a local land charge and shall be registered as such by the Borough Council.
- 21 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.
- 22 The Owner shall pay to the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed and the Monitoring Fee prior to the date hereof.
- 23 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.
- 24 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.
- 25 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.
- 26 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.
- 27 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.

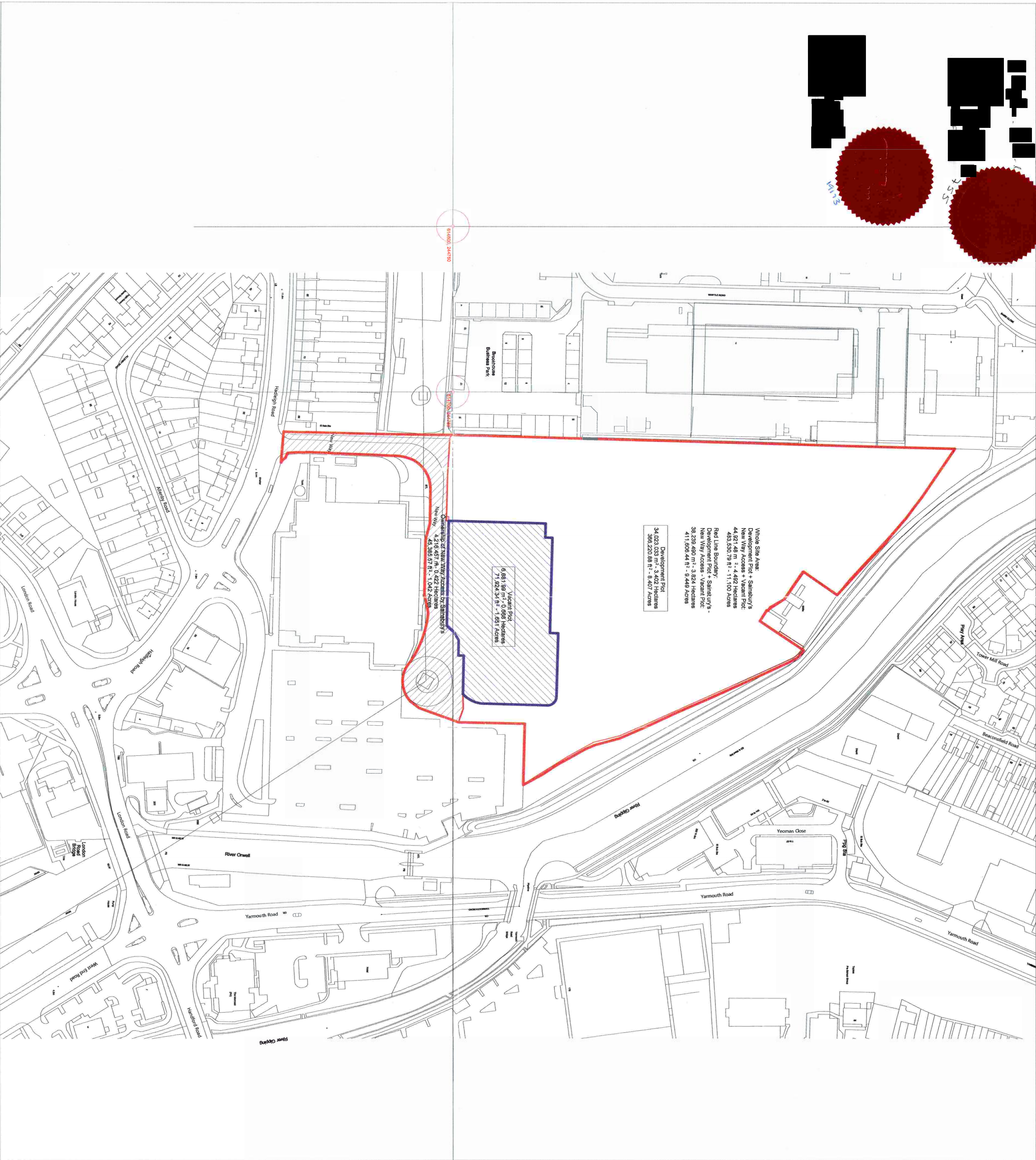
- 28 The provisions of clause 27 shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 29 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.
- 30 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.
- 31 If any County Council Financial Contribution due under this Deed is paid late then Late Payment Interest will be payable from the date payment is due until the date of payment.
- 32 The County Council 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:
- 32.1 A is the sum payable under this Deed;
- 32.2 B is the original sum calculated as the sum payable;
- 32.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
- 32.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
- 32.5 C/D is greater than 1
- 33 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.
- 34 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.
- 35 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.

- 36 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.
- 37 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.
- 38 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 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.
- 39 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 40 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following first Occupation. Notices should be addressed to:
- (1) Legal Services, Grafton House, 15-17 Russell Road, Ipswich IP1 2DE; and
- (2) Executive Director Growth Highways and Infrastructure, Endeavour House, 8 Russell Road Ipswich IP1 2BX.
- 41 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 42 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.
- 43 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.
- 44 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



Whole Site Area:
Development Plot & Salsbury's
New Way Access & Vacant Plot:
44,921.48 m² - 4.492 Hectares
483,530.79 ft² - 11,100 Acres

Red Line Boundary:
Development Plot & Salsbury's
New Way Access - Vacant Plot:
38,238.490 m² - 3.824 Hectares
411,606.44 ft² - 9.449 Acres

Development Plot
34,023.033 m² - 3.402 Hectares
366,220.88 ft² - 8.407 Acres

Vacant Plot
6,681.99 m², 0.669 Hectares
71,924.34 ft² - 1.631 Acres

Ownership of New Way Access by Sainsbury
New Way
4,216,457 M - 0.422 Hectares
45,386,57 ft² - 1.042 Acres

REV	DATE	DESCRIPTION	DRAWN BY	CHECK BY
P5	14/06/2022	Updated Redline Boundary to incorporate the Sainsbury's owned New Way access road. Areas updated to suit.	M.C.	R.B.
P4	02/03/2022	Updated Redline Boundary and Added Blue Area Indicating Vacant Plot to Future Development.	D.L.	R.B.
P3	24/02/2022	Updated Boundary from Survey Received 23/02/2022	D.L.	R.B.
P2	15/12/2021	Status Changed to Planning.	D.L.	R.B.
P1	01/07/2021	Initial Issue	B.A.	A.B.

PROJECT TITLE					
Waste and Fleet Maintenance					
DRAWING TITLE					
Existing Site Location Plan					
SHEET	TOTAL SHEETS	PLAN NO.	DATE	DESIGNED BY	CHECKED BY
A1	1.1250		07/12/1221	D.L. SUSTAINABILITY	R.B. REGIONAL PLANNING

CLIENT

Handford Homes Ltd /
Handford Developments

AshtonsSmith
 Beyond Design

Ashtons Smith, Riverside House, 2, Riverside Avenue, Harrogate, North Yorkshire, HG1 1LE
 Tel: 01422 332828 Fax: 01422 380044
 www.ashtonsmith.co.uk

SECOND SCHEDULE

The Planning Obligations

COUNTY COUNCIL FINANCIAL CONTRIBUTIONS

PART 1

1. THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

TRAVEL PLAN CONTRIBUTION

- 1.1 The Owner covenants to pay to the County Council the Travel Plan Contribution as follows:
 - 1.1.1 The Owner covenants to pay to the County Council the first instalment of one thousand pounds (£1,000) prior to first Occupation; and
 - 1.1.2 The Owner covenants to pay to the County Council a further instalment of one thousand pounds (£1,000) on or prior to the first, second third and fourth anniversaries of the payment made in accordance with paragraph 1.1.1 above until the full Travel Plan Contribution has been paid to the County Council.
- 1.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until one thousand pounds (£1,000) of the Travel Plan Contribution has been paid to the County Council.

RTPI CONTRIBUTION

- 1.3 The Owner covenants to pay to the County Council the RTPI Contribution prior to first Occupation.
- 1.4 The Owner hereby covenants not to commence development until the RTPI Contribution has been paid to the County Council.

THIRD SCHEDULE

County Council Covenants

1. APPLICATION OF THE COUNTY COUNCIL FINANCIAL CONTRIBUTIONS

Travel Plan Contribution

- 1.1 The County Council shall use the Travel Plan Contribution in overseeing the delivery and monitoring of the travel plan serving the Development.

- 1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from Completion of the Development within a further period of one (1) year pay to any person such amount of the Travel Plan 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 Travel Plan Contribution, such payment to be made within twenty eight (28) Working Days of such request.

RTPI Contribution

- 1.3 The County Council shall use the RTPI Contribution for the provision of real time passenger information screens on the bus stop closest to the site on the north side of Hadleigh Road, in the interests of providing convenient access to public transportation for all users of the Property and facilitating its use through improving existing infrastructure
- 1.4 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the RTPI Contribution was paid within a further period of one (1) year pay to any person such amount of RTPI 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 RTPI Contribution, such payment to be made within twenty eight (28) Working Days of such request.

2. NOTIFICATION OF APPLICATION OF THE COUNTY COUNCIL FINANCIAL CONTRIBUTIONS

- 2.1 When the County Council Financial Contributions (as applicable) paid to the County Council pursuant to this Deed have been spent or committed, the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year notify the Owner that such monies have been spent or committed, such notice to include full details of what the said monies were spent on or committed to.
- 2.2 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: Mr Daniel Hyde
Freeths LLP
1 Vine Street
Mayfair
London
W1J 0AH

Agent for: Handford Homes Ltd T/A Handford Developments

Application Reference: IP/22/00274/FUL

GRANT OF FULL PLANNING PERMISSION

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

Erection of operational depot facility (within Use Classes E.g, B2 and B8) including office and warehouse buildings, vehicle maintenance building, vehicle parking, fuelling area, outdoor storage, car parking, landscaping and erection of 2no. 20.1m wind turbines and associated transformer and associated works.

at: Bolton Aerospace Hadleigh Road Ipswich Suffolk IP2 0BD

in accordance with your application reference: IP/22/00274/FUL received 31.03.2022.

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:

21073-ASA-00-EX.SI-D-A-0001-(S0-P18) - Revised site location plan
21073-ASA-00-EX.SI-D-A-0004 (S0-P23) - Revised site plan
21073-ASA-00-EX.SI-D-A-0005 (S0-P10) - Revised site surfaces plan
21073-ASA-00-EX.SI-D-A-0006 (S0-P10) - Revised external protection plan
21073-ASA-00-EX.SI-D-A-0007 (S0-P11) - Revised fence, gate, and barriers detail
21073-ASA-00-zz-zz-D-A-0008 - Site sections
21073-ASA-00-ZZ-GF-D-A-0010 (S0-P9) - Warehouse/ office ground floor plan
21073-ASA-00-ZZ-01-D-A-0011 (S0-P9) - Warehouse/ office first floor plan
21073-ASA-00-ZZ-xx-D-A-0012 (S0-P8) - Warehouse / office roof plan
21073-ASA-00-ZZ-GF-D-A-0013 (S0-P6) - VMU building ground floor plan
21073-ASA-00-ZZ-01-D-A-0014 (S0-P8) - VMU building roof plan
21073-ASA-00-ZZ-GF-D-A-0015 (S0-P4) - Warehouse ground floor plan
21073-ASA-00-ZZ-01-D-A-0016 (S0-P4) - Warehouse first floor plan

21073-ASA-00-ZZ-GF-D-A-0017 (S0-P9) - Main office ground floor plan
 21073-ASA-00-ZZ-01-D-A-0018 (S0-P9) - Main office first floor plan
 21073-ASA-00-ZZ-XX-D-A-0019 (S0-P6) - Main office roof plan
 21073-ASA-00-V1-ZZ-D-A-0020 (S0-P7) - Warehouse / office building elevations
 21073-ASA-00-V1-ZZ-D-A-0021 (S0-P8) - VMU building elevations
 21073-ASA-00-ZZ-ZZ-D-A-0023 (S0-P6) - Warehouse / office building sections
 21073-ASA-00-ZZ-ZZ-D-A-0024 (S0-P7) - VMU building sections
 21073-ASA-00-EX-SI-D-A-0025 (S0-P2) - Vehicle wash bay
 21073-ASA-00-EX-SI-D-A-0026 (S0-P4) - Refuelling area
 21073-ASA-00-EX-SI-D-A-0027 (S0-P3) - Raised skip area
 21073-ASA-00-EX-SI-D-A-0028 (S0-P2) - Equipment collection parking
 21073-ASA-00-EX-SI-D-A-0029 (S0-P3) - Container and rubble area
 21073-ASA-00-EX-SI-D-A-0030 (S0-P2) - New skip and bin storage area
 21073-ASA-00-EX-SI-D-A-0031 (S0-P3) - Cycle shelters
 21073-ASA-00-EX-SI-D-A-0032 (S0-P3) - Amenity shelters
 21073-ASA-00-EX-SI-D-A-0033 (S0-P2) - Bin store
 21073-ASA-00-EX-SI-D-A-0034 (S0-P2) - Alfresco area
 21073-ASA-00-EX-SI-D-A-0035 (S0-P1) - Wind turbines
 21073-ASA-00-EX-SI-D-A-0036 (S0-P4) - Cycle route
 2102-DLA-L-03-T11 - Soft landscaping
 2102-DLA-DR-L-04-P01 - Tree pit detail
 Luminance Plan

2. The hereby approved development shall be constructed using the external facing and roofing materials as indicated on drawing nos. 21073-ASA-00-V1-ZZ-D-A-0020 (S0-P7) (Warehouse/ office building elevations) and 21073-ASA-00-V1-ZZ-D-A-0021 (S0-P8) (VMU building elevations), unless otherwise agreed in writing with the Local Planning Authority.
3. The development hereby approved shall not be brought into use until such time as the hard and soft landscaping scheme as shown on drawing nos. 21073-ASA-00-EX-SI-D-A-0005 (S0-P10) and 2102-DLA-L-03-T11 have been provided in their entirety.
4. All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details shall be carried out in full prior to the end of the first planting and seeding season following the first occupation of that phase of the development or in such other phased arrangement as shall have previously been agreed, in writing, by the Local Planning Authority. Any trees or shrubs which, within a period of 10 years of being planted die, are removed or seriously damaged or seriously diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority agrees, in writing, to a variation of the previously approved details.
5. Prior to the commencement of the development hereby approved, or such other timescale as may be agreed in writing with the Local Planning Authority, a scheme to provide a minimum of 15% of the predicted required energy supply for the new development from decentralised and renewable or low carbon sources shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be first occupied unless and until the approved scheme has been implemented, and thereafter the provisions of the scheme shall be maintained for the lifetime of the development in accordance with the details of the approved scheme.
6. No development shall take place within the whole area of the application site, until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation for evaluation, and where necessary excavation, which has been submitted to and approved in writing by the Local Planning Authority.

The scheme of investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
 - b. The programme for post investigation assessment
 - c. Provision to be made for analysis of the site investigation and recording
 - d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
 - e. Provision to be made for archive deposition of the analysis and records of the site investigation
 - f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
 - g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.
7. No buildings shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 6 and the provision made for analysis, publication and dissemination of results and archive deposition.
8. Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 9, 10 and 11 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition 12 has been complied with in relation to that contamination.
9. An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:
- (i) a survey of the extent, scale and nature of contamination and asbestos;
 - (ii) an assessment of the potential risks to:
human health,
property (existing or proposed) including buildings, crops, livestock, pets,
woodland and service lines and pipes,
adjoining land,
groundwaters and surface waters,
ecological systems,
archaeological sites and ancient monuments;
 - (iii) an appraisal of remedial options, and proposal of the preferred option(s).
- This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.
10. A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.
11. The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless

otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

12. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken, and where remediation is necessary a remediation scheme must be prepared, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

13. Prior to commencement of development, a detailed ecological management scheme and mitigation and enhancement strategy, including mitigation measures for protected species, shall be submitted to and approved in writing by the Local Planning Authority. The scheme, which shall include a timetable for its implementation, shall include the details set out (but not limited to) within the submitted Preliminary Ecological Appraisal Report by Practical Ecology. The measures approved shall be implemented in accordance with the approved works before occupation of the hereby approved development.

14. The Cumulative Rating Level of all plant noise emitted from the site shall not exceed the following levels as assessed in accordance with BS 4142:2014+A1:

Receptor

Rating Level LArTr (dB)

Daytime 07:00hrs to 19:00hrs

Evening 19:00hrs to 23:00hrs

Night-time 23:00hrs to 05:00hrs

Night -time 05:00hrs to 07:00hrs

Yeomans Close

48

46

40

46

58 Hadleigh Road

44

46

40

42

15. The development shall be undertaken in accordance with the submitted Air Quality Screening and Dust Risk Assessment produced by SRL section 6.0 Mitigation.
16. Before the development is first brought into use a BREEAM Post Construction Review and Certification report confirming that the development has achieved, as a minimum, a BREEAM Very Good rating, shall be submitted to and approved in writing by the Local Planning Authority, unless otherwise agreed in writing by the local planning authority.
17. The development shall be undertaken in accordance with the submitted Arboricultural Impact Assessment and Tree Survey produced by Hayden's including the provision of tree protection fencing during the course of the construction. The tree protection measures shall be retained throughout the construction period.

18. No development shall commence until details of the strategy for the disposal of surface water on the site have been submitted to and approved in writing by the local planning authority.
19. No development shall commence until details of the implementation, maintenance and management of the strategy for the disposal of surface water on the site have been submitted to and approved in writing by the local planning authority. The strategy shall be implemented and thereafter managed and maintained in accordance with the approved details.
20. Within 28 days of completion of the last building become erected, details of all Sustainable Drainage System components and piped networks have been submitted, in an approved form, to and approved in writing by the Local Planning Authority for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.
21. No development shall commence until details of a Construction Surface Water Management Plan (CSWMP) by a qualified principle site contractor, detailing how surface water and storm water will be managed on the site during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the local planning authority. The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP and shall include:
 - a. Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include: -
 - i. Temporary drainage systems.
 - ii. Measures for managing pollution / water quality and protecting controlled waters and watercourses.
 - iii. Measures for managing any on or offsite flood risk associated with construction.
22. The development and operation of the site shall be undertaken in accordance with the submitted Luminance Plan.
23. The office floorspace as shown within the approved drawings shall remain ancillary to the main planning unit of the site as Use Class B2 and B8, and shall not be used independently or as a separate planning unit under Use Class E (g) of the Town and Country Planning (Use Classes) Order 1995 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).
24. The office floorspace within the approved development shall be used for office use E (g) only and for no other purpose (including any other purpose in Use Class E of the Schedule to the Town and Country Planning (Use Classes) Order 1995 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).
25. No other part of the development hereby permitted shall be occupied until the new access onto New Way has been laid out and completed in all respects in accordance with Drawing No. (2105-036) PL01 Revision A. Thereafter it shall be retained in its approved form.
26. No other part of the development hereby permitted shall be occupied until the new pedestrian and cycling access onto New Way has been laid out and completed in all respects in accordance with Drawing No. 21073-ASA-00-EX-SI-D-A-0036 (S0-P4). Thereafter it shall be retained in its approved form.
27. No other part of the development hereby permitted shall be occupied until the vegetation encroaching the footway adjacent to New Way has been cleared to ensure the pedestrian route is free of obstruction. Thereafter it shall be maintained in this form.
28. The use shall not commence until the area(s) within the site shown on Drawing No. 21073-

ASA-00-EX-SI-D-A-0036 (S0-P4) for the purposes of loading, unloading, manoeuvring and parking of vehicles have been provided and thereafter that area(s) shall be retained, maintained and used for no other purposes.

29. The use shall not commence until the area(s) within the site shown on Drawing No. 21073-ASA-00-EX-SI-D-A-0036 (S0-P4) for the purposes of secure cycle storage has been provided and thereafter the area(s) shall be retained, maintained and used for no other purposes.
30. Before the development is commenced details of electric vehicle charging infrastructure shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and used for no other purpose.
31. The areas to be provided for the storage of refuse and recycling bins as shown on Drawing No. 21073-ASA-00-EX-SI-D-A-0007_(S0-P11) shall be provided in their entirety before the development is brought into use and shall be retained thereafter for no other purpose.
32. No part of the development shall be commenced until a photographic condition survey of the highway fronting and near to the site has been submitted to and approved in writing by the Local Planning Authority.
33. Before the development hereby permitted is commenced, a Construction Management Plan shall have been submitted to and approved in writing by the Local Planning Authority. Construction of the development shall not be carried out other than in accordance with the approved plan.
The Construction Management Plan shall include the following matters:
 - a) parking and turning for vehicles of site personnel, operatives and visitors
 - b) loading and unloading of plant and materials
 - c) piling techniques (if applicable)
 - d) storage of plant and materials
 - e) provision and use of wheel washing facilities
 - f) programme of site and all associated works such as utilities including details of traffic management necessary to undertake these works
 - g) site working and delivery times
 - h) a communications plan to inform local residents of the program of works
 - i) provision of boundary hoarding and lighting
 - j) details of measures to prevent mud from vehicles leaving the site during construction
 - k) haul routes for construction traffic on the highway network and
 - l) monitoring and review mechanisms.
 - m) details of deliveries times to the site during construction phase.
 - n) dust suppression measures.
34. Prior to first occupation, details of the travel arrangements to and from the site for employees, in the form of a Travel Plan in accordance with the mitigation measures identified in the submitted Transport Assessment (dated March 2022) shall be submitted for the approval in writing by the local planning authority in consultation with the highway authority.

This Travel Plan must contain the following:

Baseline travel data based upon the information provided in the Transport Assessment, with suitable measures, objectives and targets identified targets to reduce the vehicular trips made by employees across the whole development, with suitable remedial measures identified to be implemented if these objectives and targets are not met.

Appointment of a suitably qualified Travel Plan Coordinator to implement the Travel Plan in

full and clearly identify their contact details in the Travel Plan.

A commitment to monitor the vehicular trips generated by the employees and submit a revised (or Full) Travel Plan no later than six months after occupation.

A further commitment to monitor the Travel Plan annually on each anniversary of the approval of the Full Travel Plan and provide the outcome in a revised Travel Plan to be submitted to and approved in writing by the Local Planning Authority for a minimum period of five years using the same methodology as the baseline monitoring.

A suitable marketing strategy to ensure that all employees on the site are engaged in the Travel Plan process.

A Travel Plan budget that covers the full implementation of the Travel Plan.

A copy of an employee travel pack that includes information to encourage employees to use sustainable travel in the local area.

The site shall not be occupied until the Travel Plan has been agreed. The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter adhered to in accordance with the approved Travel Plan.

35. Before the development hereby permitted is commenced, a Construction Environmental Management Plan shall be submitted to and approved in writing by the Local Planning Authority. Construction of the development shall not be carried out other than in accordance with the approved plan.
36. The finished floor levels throughout the ground floor of the new buildings shall be set at 300mm above existing surrounding ground levels.
37. No development shall commence until a method statement addressing safety of people (including the provision and adequacy of an emergency plan, temporary refuge and rescue or evacuation arrangements); safety of the building; and flood recovery measures (including flood proofing and other building level resistance and resilience measures), has been submitted to and approved in writing by the Local Planning Authority. The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the development is first occupied and retained as such.

The reasons for the above condition(s) are as follows:-

1. In the interests of good planning, for the avoidance of doubt and to facilitate any future application to the Local Planning Authority under Section 73 of the Town and Country Planning Act 1990.
2. To ensure a high standard of design and appearance and to ensure the new development satisfactorily integrates into the existing wide development in the interests of visual amenity, in accordance with the requirements of Policy DM12 of the Core Strategy and Policies DPD Review (2022), which requires all new developments to be well designed and to protect or enhance the visual appearance of the immediate street scene.
3. To ensure a high standard of design and appearance and to ensure the new development satisfactorily integrates into the existing wide development in the interests of visual amenity, in accordance with the requirements of Policy DM12 of the Core Strategy and Policies DPD Review (2022), which requires all new developments to be well designed and to protect or enhance the visual appearance of the immediate street scene.

4. In order to ensure that there is a sufficient landscaping scheme for the development.
5. To promote the sustainable development, in accordance with the requirements of Policy DM2 of the Core Strategy and Policies DPD Review (2022), which requires all new developments of 1,000 sqm or more of non-residential floor space to provide at least 15% of their energy requirements from decentralised and renewable or low-carbon sources.
6. and 7. To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with the requirements of Policy DM14 of the Core Strategy and Policies DPD Review (2022).
8. -12. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
13. To preserve and enhance the biodiversity of the site and its surroundings, in accordance with the requirements of Policies DM12 and DM8 of the Core Strategy and Policies DPD Review (2022), which requires all new developments to contribute to local biodiversity, and incorporate measures to enhance conditions for biodiversity within and around the development.
14. In the interest of protecting neighbouring residential amenity.
15. In the interest of protecting neighbouring residential amenity.
16. To ensure that the development achieves a high standard of sustainable design, unless it can be clearly demonstrated that achieving BREEAM Very Good standards would either be not feasible or not viable.
17. In the interests of visual amenity and biodiversity, to ensure mature vegetation along the boundaries of the site are retained.
18. To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained and is resilient to impacts of surface water flooding.
19. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.
20. To ensure that the Sustainable Drainage System has been implemented as permitted and that all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as per s21 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk with the county of Suffolk
<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/flood-risk-assetregister/>
21. To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater. This condition is a pre commencement planning condition and requires details to be agreed prior to the commencement of development to ensure flooding risk as a result of both construction and use of the site is minimised and does not result in environmental harm or even risk to life.
22. In the interests of protecting neighbouring residential amenity, and biodiversity, especially due to its proximity to a County Wildlife Site (River Gipping).

23. The site is located within a safeguarded Employment Area under policy DM33 where Use Classes B2 and B8 are protected and office floorspace is recognised as a town centre use. The site is outside of the town centre boundary.
24. To accord with the intent of the application, and to permit the Local Planning Authority to judge proposals for alternative uses, as the use permitted is contrary to the general policy of the Local Planning Authority as set out in the Core Strategy and Policies DPD policy DM33, and in the interests of the amenities and highway safety of the area.
25. To ensure the access is laid out and completed to an acceptable design in the interests of the safety of persons using the access and users of the adjoining road network.
26. To ensure the access is laid out and completed to an acceptable design in the interests of the providing safe access for pedestrians and cyclists and to enable and support travel on foot and by bicycle, in accordance with Policy DM21 of IBC's Council's Local Plan.
27. To enhance the existing infrastructure for pedestrians in the interest of enabling and supporting accessibility for pedestrians in line with Policy DM21 of IBC's Local Plan.
28. To ensure that sufficient areas for vehicles to be parked are provided in accordance with Suffolk Guidance for Parking (2019) where on-street parking and or loading, unloading and manoeuvring would be detrimental to the safe use of the highway.
29. To ensure that sufficient areas for secure cycle storage are provided in accordance with Suffolk Guidance for Parking 2019 to promote sustainable travel.
30. To ensure the provision of cycle storage and charging infrastructure for electric vehicles in accordance with Suffolk Guidance for Parking 2019.
31. To ensure that space is provided for refuse and recycling bins to be stored and presented for emptying and left by operatives after emptying without obstructing pedestrian routes.
32. In the interest of highway safety, to ensure that damage to the highway as a result of the development is repaired at the developer's cost and satisfactory access is maintained for 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.
33. In the interest of highway safety to avoid the hazard caused by mud on the highway and to ensure minimal adverse impact on the public highway during the construction phase. This is a pre-commencement condition because an approved Construction Management Plan must be in place at the outset of the development.
34. In the interest of sustainable development as set out in the NPPF, and Local Plan policy DM21.
35. To mitigate against adverse impact during construction to the River Gipping (County Wildlife Site), in accordance with policy DM8.
36. To ensure that the development is safe having regard to flood risk.
37. To ensure that the development is safe having regard to flood risk.

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, SCC Highways, 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.

This response has been based on the following submitted documents: application form, site location plan FLOOD RISK ASSESSMENT & DRAINAGE STRATEGY The sewerage system at present has available capacity for these flows to connect via gravity into Anglian Waters network. If the developer wishes to connect to our sewerage network they should serve notice under Section 106 of the Water Industry Act 1991. We will then advise them of the most suitable point of connection. 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.

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

1. Ipswich Local Plan, incorporating the Core Strategy and Policies Development Plan Document (DPD) Review, and the Site Allocations and Policies (Incorporating IP-One Area Action Plan (AAP)) DPD Review (2022) - Policies CS1 (Sustainable Development), CS2 (The Location and Nature of Development), CS13 (Planning for Jobs Growth), CS17 (Delivering Infrastructure), DM1 Sustainable Construction; DM2 (Decentralised Renewable or Low Carbon Energy), DM3 (Air Quality), DM4 (Development and Flood Risk), DM8 (The Natural Environment), DM9 (Protection of Trees and Hedgerows), DM10 (Green and Blue Corridors), DM12 (Design and Character), DM14 (Archaeology), DM18 (Amenity), DM21 (Transport and Access in New Developments), DM22 (Car & Cycle Parking In New Development), DM33 (Protection of Employment Land)

Other Planning Guidance:-

Suffolk Guidance for Parking - Technical Guidance (2019)

Cycling Strategy SPD (2016)

Development and Flood Risk SPD (2016)

Development and Archaeology SPD (2018)

Ipswich Urban Characterisation Study SPD - Valley Character Area

Low Emissions SPD (2021)

Reptile Strategy SPD (2021)

Dated:

Signed:

Paul McKim BA (Hons), BTP, MSc, MRTPI
Operations Manager 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]

PETER SHELTON
Authorised Signatory



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

Authorised Signatory

[REDACTED]



