

DATE 21<sup>st</sup> APRIL 2023

(1) IPSWICH BOROUGH COUNCIL

(2) SUFFOLK COUNTY COUNCIL

and

(3) IPSWICH BOROUGH ASSETS LIMITED

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**AGREEMENT**

Pursuant to Section 106 Town and Country Planning Act 1990  
as amended and other statutory provisions  
relating to Land at 16A to 16C Anglia Parkway South, Ipswich

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Legal Services  
Ipswich Borough Council  
Grafton House  
15-17 Russell Road  
Ipswich  
Suffolk  
IP1 2DE  
IP24 910

THIS DEED OF AGREEMENT is made the 21<sup>st</sup> 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**").
3. **IPSWICH BOROUGH ASSETS LIMITED** of Grafton House, Russell Road, Ipswich, Suffolk, IP1 2DE (hereinafter called "**the Owner**")

**INTRODUCTION**

- (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 and by whom the obligations in this Deed are enforceable.
- (C) The Property comprises land registered at HM Land Registry under title number SK200715.
- (D) The Owner is the freehold owner of the Property free from encumbrances save for a charge dated 28 March 2019 in favour of Ipswich Borough Council.
- (E) The Borough Council has a registered charge dated 28 March 2019 over the Property and is also entering into this Deed for the purpose of consenting to the contents contained herein and to the registration of this Deed as a local land charge.
- (F) The Owner has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (G) 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.

- (H) 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.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**OPERATIVE PROVISIONS**

**1 General Definitions**

For the purposes of this Deed the following expressions shall have the following meanings:

<b>"the 1990 Act"</b>	means the Town and Country Planning Act 1990 as amended
<b>"the Application"</b>	means the planning application given reference IP/22/00220/FUL submitted by the Owner to the Local Planning Authority and validated by the Borough Council on 15 March 2022
<b>"BCIS Index"</b>	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
<b>"BCIS Indexed"</b>	means the increase in the Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 11 of this Deed
<b>"Commencement Date"</b>	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

	<p>following operations shall not constitute a material operation for the purposes of this Deed:-</p> <p>a) site clearance and the demolition of any existing buildings or structures</p> <p>b) site investigations or surveys</p> <p>c) site decontamination (including any remedial work in respect of any contamination or other adverse ground conditions)</p> <p>d) tree felling</p> <p>e) diversion and laying of services</p> <p>f) temporary means of enclosure</p> <p>g) temporary display of site notices or advertisements</p> <p>and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly</p>
<b>"the Councils"</b>	means the Borough Council and the County Council
<b>"County Council Monitoring Fee"</b>	means the sum of four hundred and seventy-six pounds only (£476.00) payable on completion of this Deed
<b>"Deed"</b>	means this Deed of Agreement
<b>"Development"</b>	means the Development permitted under the Permission
<b>"Financial Contributions"</b>	means any or all of the following financial contributions defined in the Deed: Highways Contribution and Travel Plan Commuted Sum
<b>"Late Payment Interest"</b>	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England
<b>"the Obligations"</b>	means the obligations provisions requirements conditions or other burdens set out in this Deed
<b>"Occupation"</b>	means occupation of a building 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
<b>"the Permission"</b>	means the planning permission granted pursuant to the Application in the form annexed to this Deed
<b>"the Plan"</b>	means the plan annexed at the First Schedule hereto and marked "The Plan"
<b>"the Property"</b>	means the land at 16A-16C Anglia Parkway South, Ipswich in the County of Suffolk, IP1 5QP shown edged red on the Plan
<b>"Working Days"</b>	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

#### **Financial Contributions**

<b>"Highways Contribution"</b>	means the sum of twenty-two thousand pounds only (£22,000.00) BCIS Indexed
<b>"Travel Plan Commuted Sum"</b>	means the sum of five thousand pounds (£5,000.00) payable in instalments of one thousand pounds only (£1,000.00) (BCIS Indexed) per annum

## **2 Construction of this Deed**

- 2.1. 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.
- 2.2. Words importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 2.3. Words 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.

- 2.4. Any reference to any enactment regulation or order includes any statutory modification extension 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. Headings in this Deed are not intended to be taken into account in its construction or interpretation and are for reference only.
- 2.8. "Including" means "including, without limitation".
- 2.9. 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.
- 2.10. Where more than one person is 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.
- 2.11. 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.
- 2.12. 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.

2.13. This Deed may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one agreement PROVIDED THAT no counterpart shall be effective until each party has executed and delivered at least one counterpart.

2.14. 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.

### **3 Statutory Provisions and Covenants**

3.1. This Deed is made pursuant to 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.

3.2. The covenants, restrictions and requirements imposed upon the Owner in the Second and Third Schedule within this Deed create planning obligations pursuant to section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title to the Property.

3.3. Insofar as any of the covenants contained in this Deed 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.

### **4 Conditionality**

4.1. This Deed is conditional upon:

4.1.1. the grant of the Permission; and

4.1.2. the Commencement of Development

4.2. save for the provisions of this clause and clauses 1, 2, 3, 6, 7, 8, 9, 10, 15, 16 and 17, and Schedule 3 which shall come into effect immediately upon completion of this Deed.

### **5 The Owner's Covenants**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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 remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.

## **6 The County Council's Covenants**

- 6.1. The County Council covenants with the Owner as set out in Third Schedule.

## **7 Agreements and Declarations**

- 7.1. This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons deriving title to the same from time to time 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 (or part thereof in respect of which such breach occurs) save in respect of any breach at a time when they held any such interest.
- 7.2. This Deed shall be a local land charge and shall be registered as such by the Borough Council.
- 7.3. 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.
- 7.4. The Owner shall pay to the Borough Council its reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof.

- 7.5. 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.
- 7.6. The Councils covenant with the Owner to act reasonably, properly and diligently in exercising their discretion and discharging their 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. Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.7. The Owner covenants to pay the County Council Monitoring Fee to the County Council on or before completion of this Deed.
- 7.8. The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council's or County Council's written request to do so) such reasonable 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.
- 7.9. 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.
- 7.10. 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 before or after the date of this Deed.
- 7.11. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.12. 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 before 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.

7.13. 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.

7.14. 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.

## **8 Mortgagee's Consent**

8.1. The Borough Council as mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Property shall take effect subject to this Deed PROVIDED THAT the Borough Council as mortgagee shall otherwise have no liability under this Deed as a result of its interest in the Property as mortgagee unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

## **9 Waiver**

9.1. No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the covenants terms or 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 from acting upon any subsequent breach or default.

## **10 Change in Ownership**

10.1. 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.

## **11 Indexation**

11.1. The Financial Contributions or an instalment thereof 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:

11.1.1. A is the sum payable under this Deed;

11.1.2. B is the original sum calculated as the sum payable;

11.1.3. C is the BCIS Index for the month 2 months before the date on which the sum is payable; and

11.1.4. D is the BCIS Index for the month 2 months before the date of this Deed;

11.1.5. PROVIDED THAT C/D is greater than or equal to 1

## **12 Interest**

12.1. 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.

## **13 VAT**

13.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## **14 Notice**

14.1. The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) Working Days following:

14.1.1. Commencement of Development; and

14.1.2. Completion of Development.

## **15 Dispute Provisions**

15.1. 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.

- 15.2. 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.

**16 Jurisdiction**

- 16.1. This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.

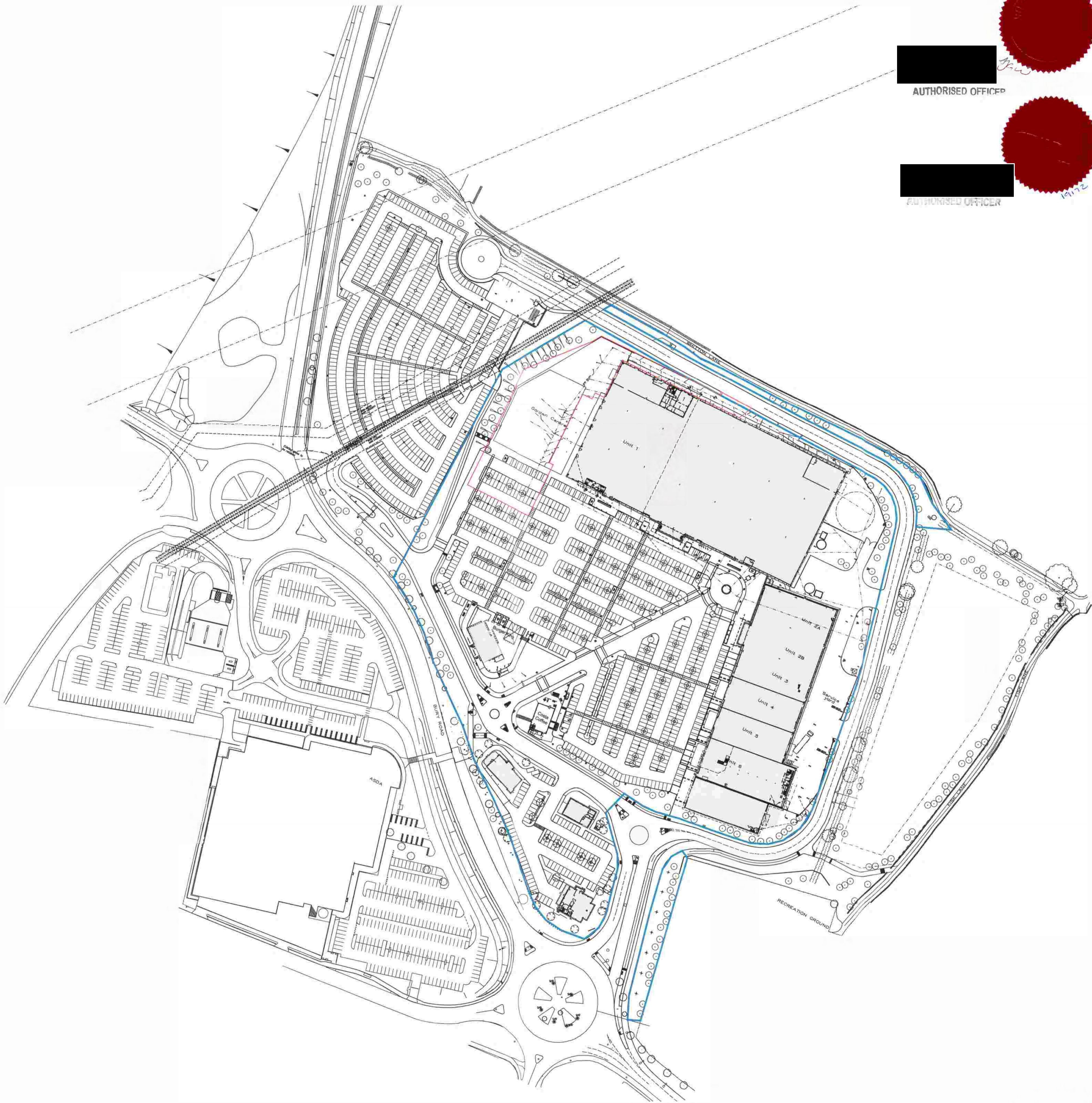
**17 Delivery**

- 17.1. 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.

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

## **FIRST SCHEDULE**

### **The Plan**

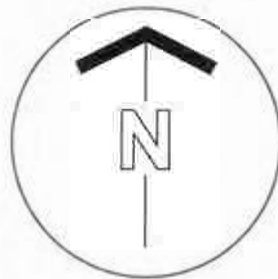


[Redacted Signature]

AUTHORISED OFFICER

[Redacted Signature]

AUTHORISED OFFICER



Key

Site Boundary  
19.05 acres / 7.71 hectares

Lidl Boundary  
1.31 acres / 0.53 hectares

A 10-10-22 Red line shows the proposed V turning and connect to the J12/JN

10/11/22 10/11/22

CLIENT

IPSERV Limited

PROJECT

Lidl New Store  
Anglia Retail Park, Ipswich

TITLE

Site Location

DRAWING STATUS

Planning

DRAWN JC CHECKED SN

SCALE 1:1250 @ A1

DATE January 2022

Whittam Cox ARCHITECTS whittamcox.com

JOB NO. 210359 DRAWING NO. PL-01 REV A

## **SECOND SCHEDULE**

### **The Planning Obligations**

#### **THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL**

##### **1 HIGHWAYS CONTRIBUTION**

- 1.1 The Owner covenants to pay to the County Council the Highways Contribution prior to Occupation.
- 1.2 The Owner hereby covenants not to Occupy the Development until the Highways Contribution has been paid to the County Council.

##### **2 TRAVEL PLAN COMMUTED SUM**

- 2.1 The Owner covenants to pay to the County Council the Travel Plan Commuted Sum as follows:
  - 2.1.1 the Owner covenants to pay to the County Council the first instalment of one thousand pounds (£1,000) (BCIS Indexed) to be paid prior to Occupation; and
  - 2.1.2 thereafter the Owner covenants to pay to the County Council a further instalment of one thousand pounds (£1,000) (BCIS Indexed) on or prior to the first, second, third and fourth anniversary date of that first payment until the full amount of the Travel Plan Commuted Sum has been paid to the County Council.
- 2.2 The Owner covenants not to Occupy the Development until the first annual payment of the Travel Plan Commuted Sum has been paid to the County Council.

### **THIRD SCHEDULE**

#### **COUNTY COUNCIL COVENANTS**

##### **1 APPLICATION OF CONTRIBUTIONS**

###### **1.1 Highways Contribution**

1.1.1 The County Council covenants to use the Highways Contribution towards improving public transport facilities serving Anglia Retail Park including raised DDA compliant kerbs, bus shelters and real time passenger information screen.

1.1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of 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.

###### **1.2 Travel Plan Commuted Sum**

The County Council covenants to use the Travel Plan Commuted Sum to cover the discretionary function of the County Council overseeing the implementation and monitoring of the Travel Plan and use of Modeshift STARS Community.

##### **2 Discharge of Obligations**

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 OAH

**Agent for:** Ipswich Borough Assets Limited

Application Reference: IP/22/00220/FUL

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**GRANT OF FULL PLANNING PERMISSION**

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

*Erection of retail store (Use Class E(a)) plus associated works.*

at: Amenity Area At 16A To 16C Anglia Parkway South Ipswich Suffolk

in accordance with your application reference: IP/22/00220/FUL received 14.03.2022.

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 approved plans PL-01A, PL-03A, PL-04, PL-05, PL-06, and the requirements of any succeeding conditions.
2. prior to the commencement of any work relating to external elevations, details of the external facing materials shall be submitted to and approved in writing by the Local Planning Authority, and subsequently implemented as approved.
3. The Strategy for the disposal of surface water (Pinnacle, dated: July 2022, ref: Rev 1.4) and the Flood Risk Assessment (FRA) (Pinnacle, dated: Feb 2022, ref: Rev 1.2) shall be implemented and shall thereafter be managed and maintained in accordance with the Strategy.
4. within 28 days of practical completion of the development, a surface water drainage verification report shall be submitted to the Local Planning Authority, detailing and verifying that the surface water drainage system has been inspected and has been built and functions in accordance with the approved designs and drawings. The report shall include details of all SuDS components and piped networks in an agreed form, for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

5. Prior to commencement of development details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on the site during construction (including demolition and site clearance operations) shall be submitted to and agreed in writing by the Local Planning Authority. The CSWMP shall be implemented and thereafter surface water and storm water on the site shall be managed in accordance with the approved plan for the duration of construction. The approved CSWMP shall include: 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

6. The overall gross floorspace of the hereby approved store shall not exceed 2,356 sqm and Net Retail Sales Floorspace shall not exceed 1,414sqm. The amount of net sales area of the hereby approved store devoted to the sale of comparison non-food goods shall not exceed 20% of the overall net retail sales floorspace, up to a maximum of 283 sqm.

7. Prior to first use, the measures outlined within the Energy Statement produced by CHBS Sustainability Services shall be provided in their entirety, and thereafter retained as such.

8. Before the development is commenced details of the areas and infrastructure to be provided for the loading, unloading, manoeuvring and parking of vehicles including disabled parking, powered two-wheeled vehicles and electric vehicle charging points 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.

9. No development above slab level shall take place until such time as the details of the areas and specification to be provided for the secure, covered and lit cycle storage has been 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 first brought into use and shall be retained thereafter and used for no other purpose.

10. 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) Site working and delivery times.
- g) Details of measures to prevent mud from vehicles leaving the site during construction.
- h) Haul routes for construction traffic on the highway network.
- i) Details of deliveries times to the site during construction phase.
- j) Dust suppression measures.

11. Before the hereby-approved store is first brought into use details of the travel arrangements to and from the site for employees and customers in the form of a Travel Plan written in accordance with the Suffolk Travel Plan Guidance shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall contain the following:

- a. Baseline travel data with suitable measures, objectives and targets identified 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.
  - b. Appointment of a suitably qualified Travel Plan Coordinator to implement the Travel Plan in full with their contact details in the Travel Plan.
  - c. A commitment to monitor the vehicular trips generated by the development and to monitor the Travel Plan annually on Modeshift STARS Communities 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.
  - d. A suitable marketing strategy to ensure that all employees and visitors on the site are engaged in the Travel Plan process.
  - e. A Travel Plan budget that covers the full implementation of the Travel Plan.
  - f. A copy of an employee travel pack that includes information to encourage employees to use sustainable travel in the local area.
- The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter be adhered to in accordance with the approved Travel Plan.

12. No development above slab level shall take place until such time as the following details have been submitted to and agreed in writing with 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 brought into use and retained as such:-
  - i. External lighting position, type and level of luminance;
  - ii. Boundary treatments position and type;
  - iii. Biodiversity enhancements;
  - iv. Lockers for staff use within the building.
13. The recommendations within the Arboricultural Impact Assessment produced by Geoshere Environmental shall be implemented in full, and tree protection measures shall be erected prior to commencement of development and retained throughout the course of construction.
14. Prior to the commencement of development, details of the retaining wall to be constructed shall be submitted to and approved in writing by the Local Planning Authority, and shall thereafter be implemented in accordance with the approved details.
15. Prior to the commencement of development, full details of both soft and hard landscape works shall be submitted to and approved in writing by the Local Planning Authority, and these works shall be carried out as approved. Soft landscaping works shall include tree planting/ replacement on a two for one basis, which shall be implemented within the first planting season following completion of the development, or otherwise agreed in writing with the Local Planning Authority.  
Any trees or plants which within a period of 10 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

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

1. For the avoidance of doubt and in the interests of proper planning.
2. In the interests of protecting the appearance of the site and the character and appearance of surrounding development.

3. To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained
4. To ensure that the surface water drainage system has been built in accordance with the approved drawings and is fit to be put into operation and 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 required under 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-asset-register/>

5. To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/guidance-on-development-and-flood-risk/construction-surface-water-management-plan/>

6. To ensure that the store remains appropriate in an out of centre location and does not result in a significant adverse impact upon existing town and district centres.
7. To promote 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.
8. To ensure the provision and long term maintenance of adequate on-site space for the parking and manoeuvring of vehicles in accordance with the current Suffolk Guidance for Parking where on-street parking and or loading, unloading and manoeuvring would be detrimental to highway safety.
9. To promote sustainable travel by ensuring the provision at an appropriate time and long-term maintenance of adequate on-site areas for the storage of cycles in accordance with Suffolk Guidance for Parking 2019.
10. 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.
11. In the interests of sustainable development to encourage a modal shift away from private vehicles towards sustainable modes of travel.
12. Insufficient information was provided and are required to enhance the development in the interests of sustainability.
13. To ensure that protection measures are put in place during construction and that no works are to take place within the root protection area of the trees.
14. Insufficient detail was submitted with the application and is required to ensure site safety and maintain the appearance of the site in the interests of visual amenity and the retention of surrounding vegetation.
15. Insufficient information was provided and is required to enhance the appearance of the site in the interests of visual amenity and sustainability.

## INFORMATIVES

1. 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.
2. Ipswich Borough Council supports the use of emergency sprinkler systems in all new buildings.
3. Suffolk Constabulary 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](http://www.ipswich.gov.uk), which includes details of Secure By Design for Commercial Development.
4. Anglian Water informatives; 1.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. 2.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. 3.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. 4.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. 5.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.
5. Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017.
6. 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\***.
7. 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](mailto:building.control@ipswich.gov.uk) or on telephone number: 01473 432951.
8. 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.

9. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act, 1990.
10. 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](http://www.gov.uk) or by telephone on 0300 060 6000.

**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 CS13 (Planning for Jobs Growth); 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); DM18 (Amenity); DM21 (Transport and Access in New Developments); DM22 (Car & Cycle Parking in New Development); DM32 (Retail Proposals Outside Defined Centres).

**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](http://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:

[REDACTED]

Authorised Signatory



EXECUTED as a DEED by IPSWICH

BOROUGH ASSETS LI

Acting by its director

[REDACTED]

\_\_\_\_\_  
DIRECTOR

in the presence of:

Witness signature

[REDACTED]

Witness name

OLIVIA GRANT

Witness address

GRAFTON HOUSE, 15-17 RUSSELL ROAD, IP1 2DE

Witness Occupation

CHT BUSINESS SUPPORT OFFICER