

DATE 31 May

2023

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land at 795 Old Norwich Road, Ipswich (IP/22/00234/FUL)

Legal Services
Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE
IP24 728

THIS DEED OF AGREEMENT is made the ~~31st~~ day of May 2023

BETWEEN:

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**");
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**"); and
3. **THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES** c/o MOJ Property Directorate, 10.41, 102 Petty France, London, SW1H 9AJ (hereinafter called "**the Owner**").

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 local library authority and local waste authority and by whom the obligations in this Deed are enforceable.
- (C) The Property comprises, as at the time of this Deed, unregistered land owned by the Owner.
- (D) The Owner is the freehold owner of the Property free from encumbrances.
- (E) The Owner has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (F) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (G) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.

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/22/00234/FUL submitted by the Owner and validated by the Borough Council on 23 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 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"	<p>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:-</p> <ul style="list-style-type: none"> a) the demolition of any existing buildings or structures b) site investigations or surveys c) site decontamination (including any remedial work in respect of any contamination or other adverse ground conditions) d) tree felling e) diversion and laying of services f) temporary means of enclosure

	and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly.
"the Councils"	means the Borough Council and the County Council
"County Council Monitoring Fee"	Means the sum of Four Hundred and Twelve Pounds (£412.00) payable on completion of this Deed.
"Deed"	means this Deed of Agreement.
"Development"	means the Development permitted under the Permission.
"Dwelling"	means a dwelling forming part of the Development to be constructed in accordance with the Permission.
"Financial Contributions"	means any or all of the following financial contributions defined in the Deed: Libraries Contribution Waste Contribution
Late Payment Interest	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England.
"the 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 795 Old Norwich Road, Ipswich in the County of Suffolk, IP1 6LH shown edged red on the Plan.
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Financial Contributions

Libraries Contribution	means the sum of nine hundred and ninety pounds only (£990.00) BCIS Indexed
Waste Contribution	Means the sum of five hundred and seventy-two pounds only (£572.00) BCIS Indexed

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

- 11 Where more than one person 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.

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 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.
- 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 18-29 and 39-42, 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.

AGREEMENTS AND DECLARATIONS

- 18 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.
- 19 This Deed shall be a local land charge and shall be registered as such by the Borough Council.

- 20 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.
- 21 The Owner shall pay:
- 21.1 to the Borough Council their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof. Such costs payable to the Borough Council are not to exceed £1,100.00.
- 21.2 to the County Council their reasonable legal costs incurred in connection with the negotiation, preparation, and completion of this Deed prior to the date hereof. Such costs payable to the County Council are not to exceed £1,500.00.
- 21.3 to the County Council the County Council Monitoring Fee on completion of this Deed.
- 22 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 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.
- 23 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.
- 24 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.
- 25 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 subject to clause 30 below) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 26 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.

- 27 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.
- 28 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.
- 29 The Obligations contained in this Deed shall subject to clause 30 below 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.
- 30 In the event that any new planning permission is granted in respect of the Development pursuant to section 73 of the 1990 Act BUT ONLY in such circumstances as follows and not otherwise: to amend detail with respect of number of dwellings; and/or the contributions; and/or triggers relating thereto, then subject to an agreement between the parties to this Deed (or their successors) with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:
- 30.1 the obligations in this Deed shall (in addition to continuing to bind the Property in respect of the Planning Permission) relate to and bind the Property in respect of any planning permission granted pursuant to section 73 of the 1990 Act; and
- 30.2 the definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s).

PROVIDED THAT nothing in this clause shall fetter the discretion of the Borough Council in determining any application(s) under section 73 of the 1990 Act or the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to section 106 of the 1990 or a modification agreement pursuant to section 106A of the 1990 Act.

- 31 If any 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 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 Provided that the Councils provide the Owner with reasonable prior notice of their access requirements, 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.
- 34 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.
- 35 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.
- 36 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.
- 37 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.
- 38 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 39 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:
- (a) Commencement of Development;
 - (b) first Occupation of the first (1st) Dwelling;
 - (c) first Occupation of the final Dwelling; and

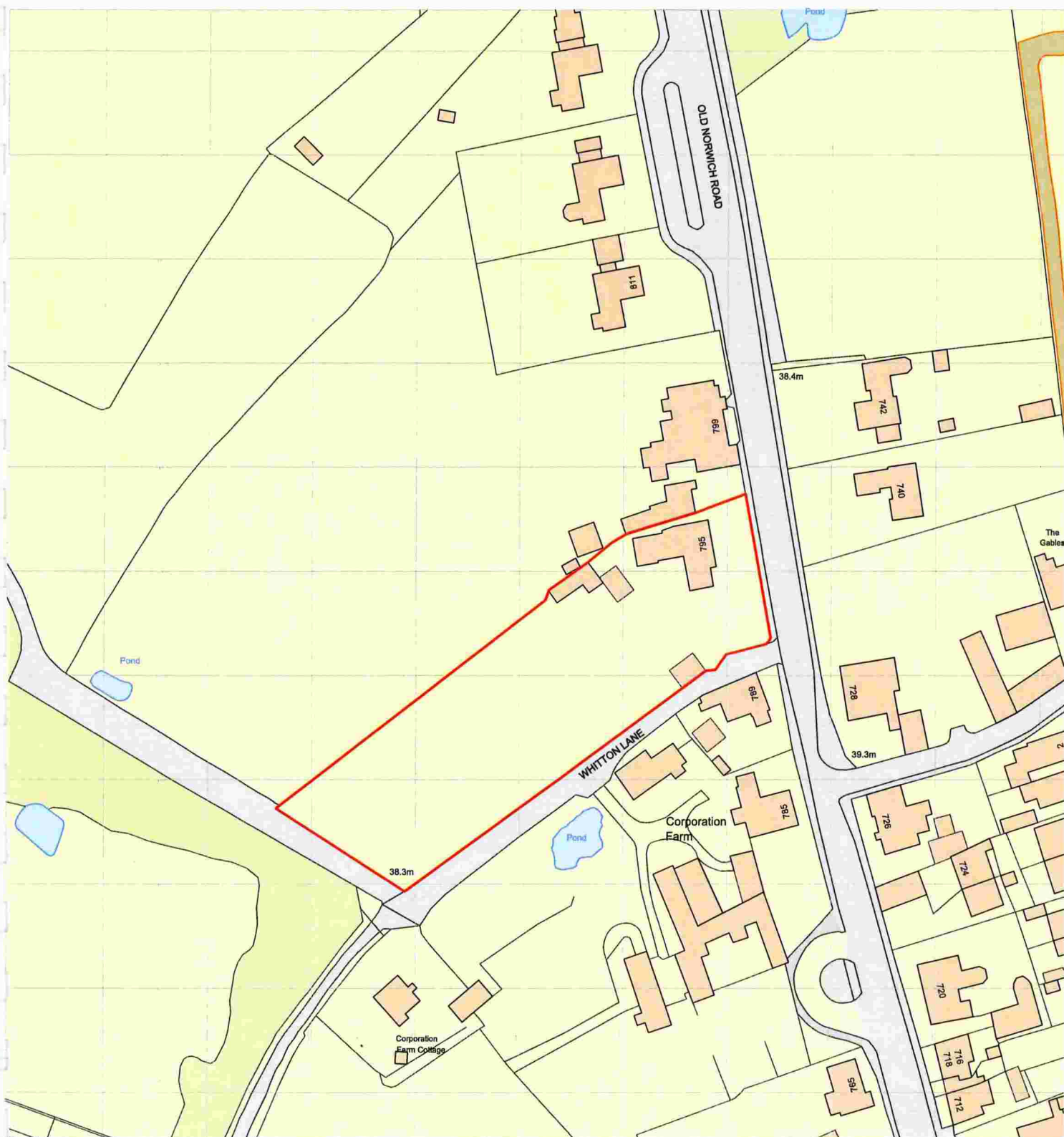
(d) Completion of the Development.

- 40 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 41 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.
- 42 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.
- 43 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.
- 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



Ordnance Survey, (c) Crown Copyright 2021. All rights reserved. Licence number 100022432

10 0 10 20 30 40 50
SCALE 1: 1250 m

SECOND SCHEDULE

The Planning Obligations

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1 LIBRARIES CONTRIBUTION

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

2 WASTE CONTRIBUTION

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

THIRD SCHEDULE

THE COUNTY COUNCIL'S COVENANTS

1. APPLICATION OF CONTRIBUTIONS

1.1 Libraries Contribution

- 1.1.1 The County Council covenants to use the Libraries Contribution for the improvement and enhancement of library facilities including the provision of additional items of lending stock plus reference, audio visual and homework support materials to mitigate the impacts of the proposed development on the local library service.
- 1.1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Libraries Contribution (plus any interest that has accrued) paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Libraries Contribution, such payment to be made as soon as reasonably practicable.

1.2 Waste Contribution

- 1.2.1 The County Council covenants to use the Waste Contribution towards the provision of new and/or enhanced facilities at the household waste recycling centre serving the Development.
- 1.2.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Waste Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Waste Contribution, such payment to be made as soon as reasonably practicable.

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: Miss Sarah Myers
Cushman And Wakefield
No 1 Marsden Street
Manchester
M21HW
Agent for: The Probation Service

Application Reference: IP/22/00234/FUL

GRANT OF FULL PLANNING PERMISSION

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

Erection of a part one, part two-storey building to provide additional accommodation for up to 11 residents (following demolition of existing buildings).

at: 795 Old Norwich Road Ipswich Suffolk IP1 6LH

in accordance with your application reference: IP/22/00234/FUL received 21.03.2022.

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 following submitted drawings 797532-3232-MAC-IPS-01-DR-A-0004 rev 1, 797532-

3232-MAC-IPS- GF-DR-A-0003 rev 1, 797532-3232MAC-IPS-R1-DR-A-0024 rev 1, 797532-3232-MAC-IPS-XX-DR-A-0013 rev 1, 797532-3232-MAC-IPS-XX-DR-A-0014 rev 1, 797532-3232-MAC-IPS-XX-DR-A-0015 rev 1, recommendations of the Arboricultural Method Statement, requirements of the Ecological Walk Over Survey and the requirements of the succeeding conditions.

2. Prior to first occupation of the development hereby approved, the following details shall be submitted to and agreed in writing by the Local Planning Authority. The details approved under condition 2 shall be implemented prior to the occupation of the development other than the soft landscaping scheme which shall be completed by the end of the first available planting season following occupation of the development.
 - Hard and soft landscaping, including tree replacement measures
 - Biodiversity enhancement measures
 - External lighting
 - Boundary treatments
3. Any trees or plants in the approved soft landscaping scheme which within a period of 5 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.
4. 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.
5. The development shall be undertaken in accordance with the Air Quality Assessment statement.
6. Before the development is first occupied details of the areas to be provided for the storage and presentation for collection/emptying of refuse and recycling bins 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 for no other purpose.

7. The use shall not commence until the areas within the site shown for the purposes of loading and unloading, manoeuvring and parking of vehicles has been provided and thereafter that area shall be retained and used for no other purposes.
8. The use shall not commence until details of the areas to be provided for the secure, covered, and lit cycle storage including electric assisted cycles is 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. 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 proposed means of dust suppression
 - k) details of measures to prevent mud from vehicles leaving the site during construction
 - l) haul routes for construction traffic on the highway network and
 - m) monitoring and review mechanisms.
 - n) Details of deliveries times to the site during construction phase
10. The use shall not commence until details relating to security standards; details for robust Secured By Design approved communal doors & access control, CCTV installation, secure postal delivery and cycle security have been

submitted to and approved in writing by the Local Planning Authority. The approved details 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.

11. The hereby-approved development shall be constructed so that a minimum energy/CO₂ standard of 19% below the Target Emission Rate (TER), as determined by the 2013 Edition of the 2010 Building Regulations (Part L) and meet water efficiency standards of 110 litres per person per day (or in the case that the achievement of these standards are demonstrated not to be feasible or viable a lesser standard level as may be agreed in writing with the Local Planning Authority) are met. Prior to any occupation of the development certification of compliance with these standards shall be submitted to and approved by the Local Planning Authority.
12. Prior to the occupation of the development 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.
13. No drainage works shall commence until a surface water management strategy has been submitted to and approved in writing by the Local Planning Authority. No hard-standing areas shall be constructed until the works have been carried out in accordance with the surface water strategy as approved unless otherwise agreed in writing by the Local Planning Authority.
14. Prior to the construction above damp proof course, a scheme for on-site foul water drainage works, including connection point and discharge rate, shall be submitted to and approved in writing by the Local Planning Authority. Prior to the occupation of any phase, the foul water drainage works relating to that phase must have been carried out in complete accordance with the approved scheme.
15. No development shall take place within the area indicated [the whole site] until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation 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.

16. No building 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 as approved and the provision made for analysis, publication and dissemination of results and archive deposition.
17. The hereby approved development shall be limited to no more than 11 residents at any one time.
18. Before works on external elevations of the hereby-approved development commences, details of the external facing materials to be used shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall only be carried out in accordance with the approved details.

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

1. For the avoidance of doubt and in the interests of proper planning.
2. Insufficient detail was provided with the application and are required to ensure the character and appearance of the area is safeguarded, and in the interests of visual amenity to ensure the optimum provision of landscaping dependent on the development timescales.
3. In the interests of the visual amenities of the area and the biodiversity of the site.
4. 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.
5. To limit impacts on Air Quality.
6. To ensure that space is provided for refuse and recycling bins to be stored and presented for emptying and left by operatives after emptying clear of the

highway and access to avoid causing obstruction and dangers for the public using the highway.

7. To ensure that space is provided to avoid causing obstruction and dangers for the public using the highway.
8. To promote sustainable travel by ensuring the provision at an appropriate time and long term maintenance of adequate on-site areas and infrastructure for the storage of cycles and charging of electrically assisted cycles.
9. 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.
10. In the interests of the amenities of existing and future occupiers of the site.
11. To ensure that the development achieves a high standard of sustainable design.
12. To ensure the provision of charging infrastructure for electric vehicles.
13. To prevent environmental and amenity problems arising from flooding.
14. To prevent environmental and amenity problems arising from flooding.
15. 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.
16. 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.
17. To safeguard the amenities of existing and neighbouring residents.
18. To ensure a high standard of design and appearance and to ensure the new development satisfactorily integrates into the existing street scene in the interests of visual amenity and character and appearance of the Whitton Conservation Area.

INFORMATIVES

1. The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
2. 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.
3. In the interests of protecting the residential amenity of the surrounding area it is recommended that the hours of construction for the hereby approved development should be limited to the following times:- 07.45-18.00 Monday to Friday, 08.00-13.00 Saturdays and no working on Sundays or Bank Holidays.
4. 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.
5. Ipswich Borough Council supports the use of automatic sprinkler systems.
6. Suffolk Police, Suffolk Fire and Rescue and Anglian Water advice.
7. SCC Highways advice - no unauthorised work or fenestration projecting over public highway. It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority. Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out. Unless otherwise agreed in writing all works within the public highway shall be carried out by the County Council or its agents at the applicant's expense. The County Council must be contacted on Tel: 0345 606 6171. For further information go to: <https://www.suffolk.gov.uk/roads-and-transport/parking/apply-and-pay-for-a-dropped-kerb/> or <https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/application-for-works-licence/>.

County Council drawings DM01 - DM14 are available from:
<https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/standarddrawings/>

A fee is payable to the Highway Authority for the assessment and inspection of both new vehicular crossing access works and improvements deemed necessary to existing vehicular crossings due to proposed development.

8. Suffolk County Council Archaeological Service advice is available. The submitted scheme of archaeological investigation shall be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service.

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), CS4 (Protecting Our Assets), CS5 (Improving Accessibility), CS15 (Education Provision), CS17 (Delivering Infrastructure), DM1 (Sustainable Construction); DM2 (Decentralised Renewable or Low Carbon Energy), DM3 (Air Quality), DM4 (Development and Flood Risk), DM7 (Provision of Private outdoor Amenity Space in New and Existing Developments), DM8 (The Natural Environment), DM12 (Design and Character), DM13 (Built Heritage and Conservation), DM14 (Archaeology), DM18 (Amenity), DM21 (Transport and Access in New Developments), DM22 (Car & Cycle Parking In New Development), DM23 (The Density of Residential Development).

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 Signature]

Authorised Signatory

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

[Redacted Signature]

Authorised Signatory

Executed as a Deed by The Secretary of)
State for Levelling Up, Housing and)
Communities)

The Corporate Seal of the Secretary of)
State for Levelling Up, Housing and)
Communities hereunto affixed is)

authenticated by: BRIAN McMAHON

[Redacted Signature]

Authorised Signatory

