

DATE 6 June 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 Hawke Road, Ipswich

Legal Services
Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE
IP24.1055

THIS DEED OF AGREEMENT is made the 5th day of June 2023

BETWEEN:

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

RECITALS

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an Authority who may enforce the planning obligations herein.
- (B) The County Council is the county planning authority and is also a local education authority under the relevant enactment and local library authority who may enforce the planning obligations herein. The County Council has also agreed to be the Authority who may enforce the Borough Council planning obligations herein (the Enforcing Authority).
- (C) The Property comprises land registered at HM Land Registry under title numbers SK277877, SK277878 and SK282352.
- (D) The Borough Council is also the freehold owner of the Property free from encumbrances (hereinafter also referred to as "the Owner").
- (E) The Borough Council's developer agent has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (F) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (G) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.
- (H) Within this Deed references to the "Borough Council" are made where the function of the Borough Council acting as the local planning authority are concerned and references to the "Owner" of the Property are used where the owner of the Property has obligations to perform to either the Borough Council or County Council.

- (I) Ipswich Borough Council as the local planning authority and as landowner intend to progress this scheme as a 100% affordable housing scheme and will in any event comply with the provisions of Part 1 of the Second Schedule.
- (J) The County Council will be the Enforcing Authority for the purposes of enforcing the Owner's obligations under this Agreement until such time as 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/22/01014/FUL submitted by the Borough Council's developer-agent Handford Homes Limited to the Local Planning Authority and validated by the Borough Council on 01/12/2022
"BCIS Index"	means the All In Tender Price Index published by the Building Cost Information Service or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Borough Council County Council and the Owner
"BCIS Indexed"	the increase in the Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 34 of this Deed.
"Commencement Date"	means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this agreement:- a) the demolition of any existing buildings or

	<p>structures</p> <p>b) site investigations or surveys</p> <p>c) site decontamination</p> <p>d) tree felling</p> <p>and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly</p>
"the Councils"	means the Borough Council and the County Council
"County Council Financial Contributions"	Shall mean the Education Contributions, the Libraries Contribution and the Waste Contribution and the County Council Monitoring Fee
"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
"Education Contributions"	Means the Early Years Contribution and the Education Contribution
"Financial Contributions"	means any or all of the following financial contributions defined in the Deed: Early Years Contribution, Education Contribution, Libraries Contribution, Waste Contribution, Public Open Space Contribution and RAMS Contribution.
Late Payment Interest	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England
"County Council Monitoring Fee"	Means the amount of four hundred and seventy-six pounds (£476.00)
"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 lying to the north-east of Hawke Road, Ipswich in the County of Suffolk shown edged red on the Plan

Financial Contributions

Early Years Contribution	Means the sum of fifty-four thousand five hundred and sixty-one pounds only (£54,561.00) BCIS Indexed
Education Contribution	Means the sum of twenty-five thousand two hundred and fifty-three pounds only (£25,253.00) BCIS Indexed
Libraries Contribution	Means the sum of five thousand six hundred and sixteen pounds only (£5,616.00) BCIS Indexed
Public Open Space ("POS") Contribution	Means the sum of one hundred and twenty thousand pounds only (£120,000.00) BCIS Indexed
Recreational Avoidance and Mitigation Strategy ("RAMS") Contribution	Means the sum of three thousand one hundred and sixty-nine pounds only (£3,169.00) BCIS Indexed
Waste Contribution	Means the sum of three thousand three hundred and eighty pounds only (£3,380.00) BCIS Indexed

- 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:
 - (a) the grant of the Permission; and
 - (b) the Commencement of Development

save for the provisions of this clause and clauses 21-32, 43, 44, 46 and 47 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.
16. The Owner covenants with the Borough Council as set out in Part 1 of the Second Schedule so as to bind the Property and each and every part thereof.
17. The Owner covenants with the County Council as set out in Part 2 of the Second Schedule so as to bind the Property and each and every part thereof.
18. The Borough Council covenants with the Owner as set out in Part 1 of the Third Schedule.
19. The County Council covenants with the Owner as set out in Part 2 of the Third Schedule
20. The Borough Council shall indemnify the County Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the County Council arising out of or in connection with the enforcement of the obligations made to the Borough Council under this Agreement.

AGREEMENTS AND DECLARATIONS

21. This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of an Obligation contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.
22. This Deed shall be a local land charge and shall be registered as such by the Borough Council.
23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the

original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.

24. The Owner shall pay to the County Council its reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof. The Owner shall also pay the County Council Monitoring Fee on completion of this agreement.
25. The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such information as the Borough Council and/or County Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.
26. The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
27. Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
28. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the Owner and subject to clause 32.1 below) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
29. If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) on the application of either party and such person shall act as an expert and shall make a decision within 28 days and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
30. The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
31. Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and

the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.

32. The Obligations contained in this Deed shall subject to 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:

32.1 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:

32.1.1 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

32.1.2 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.

33. 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.

34. The Financial Contributions shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula $A = B \times C/D$ where:

34.1 A is the sum payable under this Deed;

34.2 B is the original sum calculated as the sum payable;

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

34.4 D is the BCIS Index for the month 2 months before the date of this Deed; and

34.5 C/D is equal to or greater than 1

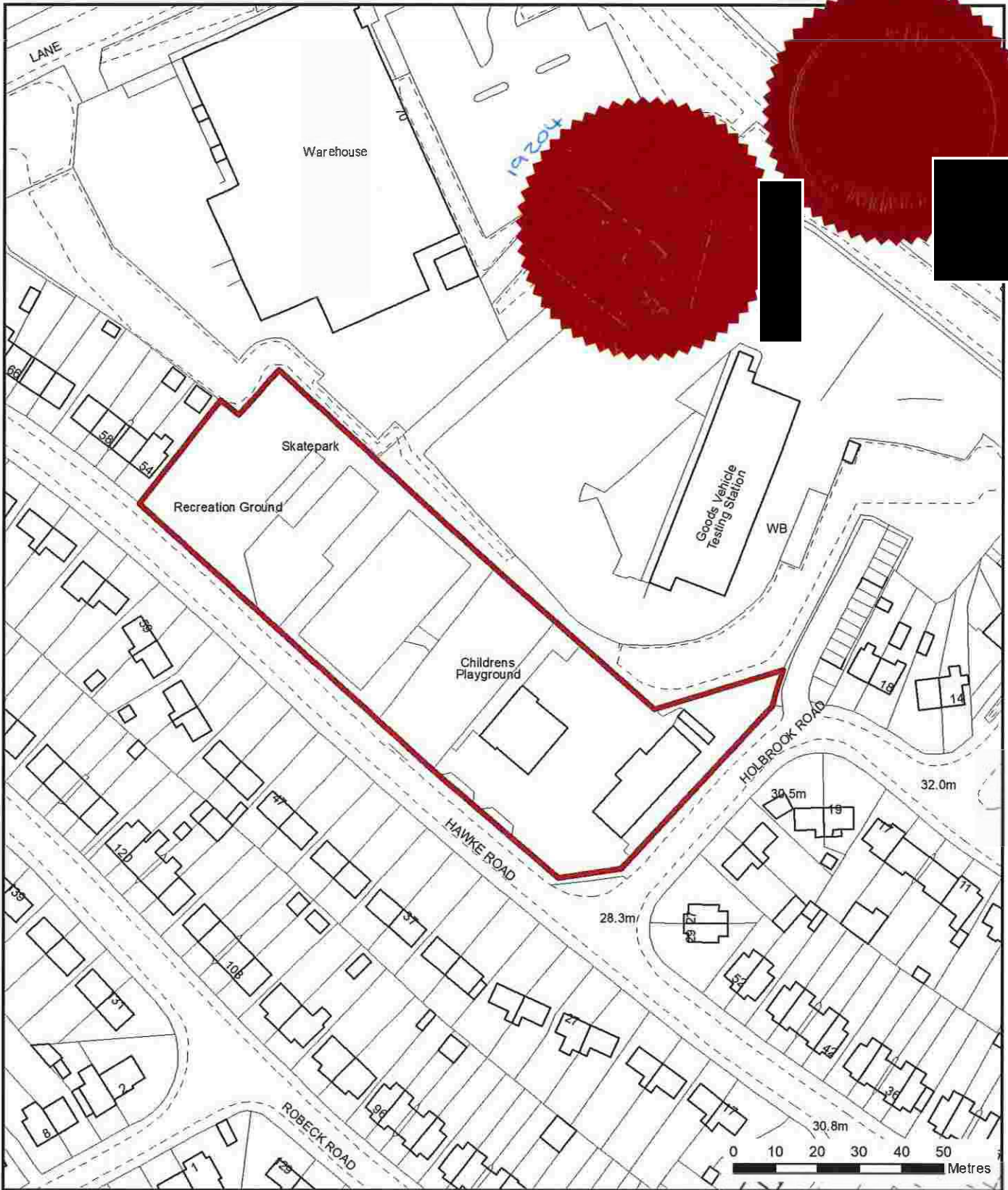
- 35 The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times to enter into and upon and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.
- 36 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived.
- 37 The Owner covenants and warrants to the Councils that it has full power to enter into this Deed and that there is no other person having a registered charge over or any registered binding interest in the Property, whose consent is necessary to make this Deed binding on the Property and all estates and interests therein.
- 38 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such validity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 39 No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the covenants terms of conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 40 The Owner covenants with the Councils to give each of them written notice of any change in ownership of any of its interests in the Property (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
- 41 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 42 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:
 - (a) Commencement of Development;
 - (b) Occupation of the first (1st) Dwelling; and
 - (c) First Occupation of the final Dwelling
- 43 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.

- 44 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.
- 45 The Property shall be bound by the obligations contained in this Deed and any security of a mortgage or charge over the Property shall take effect subject to this Deed PROVIDED THAT a mortgagee or chargee, including any persons that may hold a mortgage or charge over the Property from time to time, shall otherwise have no liability under this Deed unless and until it takes possession of the Property in which case it too will be bound by the obligations affecting the part or parts of the Property as if it were a person deriving title from the Owner.
- 46 The obligations in this Deed shall not be enforceable against any individual owner, lessee or occupier of a Dwelling or any person deriving title from any such person.
- 47 The Councils covenant with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Councils will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

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

FIRST SCHEDULE

The Plan



**IPSWICH BOROUGH COUNCIL
DEVELOPMENT MANAGEMENT**

**IP/22/01014/FUL.
Dies Co Ltd, Hawke Road, Ipswich IP3 0JF.**



Number **A 12,549**
Scale **1:1,250**
Date **March 2023**

SECOND SCHEDULE

The Planning Obligations

PART 1 THE OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

1.1 AFFORDABLE HOUSING

1.1.1 Defined terms

"Affordable Housing"	means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market.
"Affordable Housing Units"	means that part of the Development which are not Market Housing Units, to be constructed on the Property pursuant to the Permission and comprising a minimum of four (4) residential units made up of Discounted Market Sale Units and Intermediate Housing Units or any one or more of them and "Affordable Housing Unit" means any one of those Affordable Housing Units accordingly.
"Design and Quality Standards"	means the publication "Design and Quality Standards", April 2007 issued by the Housing Corporation (or successor publication issued by the HCA (as defined in this Schedule) which sets out the requirements and recommendations of the Housing Corporation or HCA for quality of housing probity and procurement and procedural compliance or any successor publication current at the date of construction.
"Discounted Market Sale"	means in respect of an Affordable Housing Unit, sale on the open market at a discount of not less than 25% (twenty five percent) from the Market Value of a dwelling of similar size and design in the Council's area.

<p>“Discounted Market Sale Restriction”</p>	<p>means the restriction to be entered in the Proprietorship Register at the Land Registry in relation to each Discounted Market Sale Unit in the following terms (subject to any amendments thereto required by the Land Registry and agreed between the parties hereto):</p> <p>”No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponor or the donee that the provisions of paragraph [] of this Schedule dated containing planning obligations relating to land at Hawke Road, Ipswich between (1) Ipswich Borough Council and (2) Suffolk County Council (3) have been complied with”</p>
<p>“Discounted Market Sale Unit”</p>	<p>means the Affordable Housing Unit to be sold by way of Discounted Market Sale.</p>
<p>“Intermediate Affordable Housing Unit”</p>	<p>means any of the three (3) or more Affordable Housing Units to be Occupied as affordable rent.</p>
<p>“Intermediate Terms”</p>	<p>means terms that provide for Occupation pursuant to a periodic monthly tenancy let at a rent which is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges where applicable).</p>
<p>“Market Housing Units”</p>	<p>means those Dwellings to be constructed as part of the Development which are general market housing for sale or rent on the open market and which are not Affordable Housing.</p>
<p>“Market Value”</p>	<p>means the estimated price or premium for which the sale of the freehold estate or the grant of a long leasehold interest in land (not being a rack rented lease) for the use thereof specified in this Agreement should complete on the date of valuation between a willing buyer and a willing seller in an arms’ length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion</p>
<p>“Protected Tenant”</p>	<p>any tenant who:</p>

	<p>(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Intermediate Housing Unit; or</p> <p>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Intermediate Housing Unit.</p>
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- 1.1.2 Subject to the provisions of this paragraph 1 no more than 50% of Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notification of such has been received by the Council.
- 1.1.3 The Owner shall construct the Affordable Housing Units and make the same ready for Occupation in accordance with the Design and Quality Standards applicable at the time of construction.
- 1.1.4 The Intermediate Affordable Housing Units may only be used or Occupied on Intermediate Terms.
- 1.1.5 No Discounted Market Sale Unit shall be Occupied following the first or any subsequent sale thereof unless:-
- (i) the sale price for the Discounted Market Sale Unit shall be not more than 75% (seventy five per cent) of the Market Value of a dwelling of similar size and design in the Ravenswood area of Ipswich;
 - (ii) the transferee shall send to the Council (marked for the attention of the Planning Department with the planning reference number 22/01014/FUL) within 14 (fourteen) days of completion of the transfer of each Discounted Market Sale Unit notice stating the total price paid;
 - (iii) it is (or in the case of the first sale will following completion of the registration at the Land Registry of the transfer of such Discounted Market Sale Unit be) subject to the Discounted Market Sale Restriction on the register of title to the relevant Discounted Market Sale Unit; and
 - (iv) a copy of the relevant restriction and the certificate referred to therein has been supplied to the Council (marked for the attention of the Housing Department) on each such disposition of such unit.

- 1.1.6 Subject to the provisions of this paragraph from the date of practical completion of the Affordable Housing Units they shall not be used other than for Affordable Housing other than by:
- (i) In respect of an Intermediate Housing Unit any Protected Tenant or any mortgagee or charge of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and charges; or
 - (ii) any purchaser from a mortgagee of an individual Intermediate Housing Unit pursuant to any default by the individual mortgagor.
- 1.1.7 The Affordable Housing Units shall not be used for any purpose other than for the provision of the Affordable Housing Units in accordance with this Agreement provided that the covenants affecting the Intermediate Housing Units under the provisions of paragraph 1.3 above shall not from the Disposal Date apply to any Intermediate Housing Unit which the Owner shall be required to dispose of pursuant to a right to acquire under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or shall be required to sell to a tenant with the benefit of a voluntary purchaser grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation).

FINANCIAL CONTRIBUTIONS

1.2 POS CONTRIBUTION

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

1.3 RAMS CONTRIBUTION

- 1.3.1 The Owner covenants to pay to the Borough Council the RAMS Contribution prior to Commencement of Development.
- 1.3.2 The Owner hereby covenants not to Commence or permit Commencement of the Development until the RAMS Contribution has been paid to the Borough Council.

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

2.1 EARLY YEARS CONTRIBUTION

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

2.2 EDUCATION CONTRIBUTION

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

2.3 LIBRARIES CONTRIBUTION

- 2.3.1 2.4.1 The Owner covenants to pay to the County Council the Libraries Contribution prior to the first Occupation of the first (1st) Dwelling.
- 2.3.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Libraries Contribution has been paid to the County Council.

2.4 WASTE CONTRIBUTION

- 2.4.1 The Owner covenants to pay to the County Council the Waste Contribution prior to the first Occupation of the first (1st) Dwelling.
- 2.4.2 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

PART 1 BOROUGH COUNCIL COVENANTS

1. APPLICATION OF CONTRIBUTIONS

1.1 POS CONTRIBUTION

- 1.1.1 The Borough Council covenants to use the POS Contribution for the provision of deficient public open space in the South East area of Ipswich as defined in the Public Open Space Supplementary Planning Document.
- 1.1.1 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the POS Contribution was paid within a further period of one (1) year pay to any person such amount of the POS Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed,

less any deduction for the Borough Council's reasonable administrative costs associated with holding administering and refunding any part of the POS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.2 RAMS CONTRIBUTION

1.2.1 The Borough Council covenants to use the RAMS Contribution towards the mitigation of the Development on the Stour and Orwell Estuaries Special Protection Area (SPA) and the Stour and Orwell Estuaries Ramsar Site and Braziers Wood and Meadows County Wildlife Site.

1.2.2 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the RAMS Contribution was paid within a further period of one (1) year pay to any person such amount of the RAMS Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed, less any deduction for the Borough Council's reasonable administrative costs associated with holding administering and refunding any part of the RAMS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

2 Discharge of Obligations

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

PART 2 COUNTY COUNCIL COVENANTS

1. APPLICATION OF CONTRIBUTIONS

1.1 Early Years Contribution

1.1.1 The County Council covenants to use the Early Years Contribution for additional facilities including the improvement and enhancement of Early Years settings serving the development.

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 first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Early Years 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 Early Years Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.2 Education Contribution

- 1.2.1 The County Council covenants to use the Education Contribution for additional facilities including the improvement and enhancement of Sixth Form provisions 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 first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Education 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 Education Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.3 Libraries Contribution

- 1.3.1 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.
- 1.3.2 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 paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Libraries Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.4 Waste Contribution

- 1.4.1 The County Council covenants to use the Waste Contribution towards the provision of new facilities household waste recycling centre serving the Development.
- 1.4.2 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 within twenty eight (28) Working Days of such request.

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 Roger Gilles
Barefoot And Gilles Ltd
2 Cromwell Court
16 St Peters Street
IPSWICH
IP1 1XG
Agent for: Handford Homes Ltd

Application Reference: IP/22/01014/FUL

GRANT OF FULL PLANNING PERMISSION

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

Erection of 20 houses and 6 flats with associated car parking and newly equipped play area.

at: Dies Co Ltd Hawke Road Ipswich Suffolk IP3 0JF

in accordance with your application reference: IP/22/01014/FUL received 06.12.2022.

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 hereby-approved development shall be carried out in accordance with the following approved drawings and the requirements of any succeeding conditions:- Drawing no's 2193 DE 10-002 Rev B, -004 Rev B; 20-001 Rev A, -002 Rev A, -003 Rev A, -004 Rev B, -005 Rev A, -006 Rev B, -007 Rev B, -008 Rev A, -009 Rev B.
2. Before the hereby-approved dwellings are first occupied the following details shall be submitted to and approved in writing by the Local Planning Authority. No dwelling shall be first occupied until the approved works/details have been provided and made available for use where necessary:-
 - i. bus stop improvements (Real Time Passenger Informal Screen (mounted on NAL sockets) at the bus shelter stop on Holbrook Road and DDA kerbs at the stop on Frobisher Road),
 - ii. footpaths within site,
 - iii. reconstruction of existing footway on frontage,
 - iv. residents' management plan,
 - v. biodiversity enhancements,
 - vi. external lighting,
 - vii. boundary treatments (inc gaps for hedgehogs),
 - viii. cycle parking,
 - ix. EV charging and

x. noise mitigation (including glazing and ventilation).

3. The hereby-approved dwellings shall not be first occupied until the area(s) within the site shown on drawing no. 2193 DE 10-002 Rev B for the purposes of loading, unloading, manoeuvring and parking of vehicles together with areas for bin storage/collection have been provided and thereafter the area(s) shall be retained, maintained and used for no other purposes.
4. None of the hereby-approved development shall be commenced until details of construction management, including construction surface water management, have been submitted to and approved in writing by the Local Planning Authority. The approved development shall only be carried out in accordance with the approved plan(s).
5. Notwithstanding the provisions of Schedule 2, Part 1, Classes A, B or D of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any Order revoking and re-enacting that Order with or without modification) there shall be no enlargement, additions to the roof or erection or construction of a porch with respect of the hereby-approved dwellinghouses.
6. None of the hereby-approved development shall be commenced until details of the strategy for the disposal of surface water have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and approved works shall be provided before first occupation.
7. None of the hereby-approved development shall be commenced 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.
8. None of the hereby-approved development shall be commenced until a site investigation and risk assessment with regard to the nature and extent of any contamination affecting the site, including a remediation scheme should such a scheme be necessary, has been submitted to and approved in writing by the Local Planning Authority.
9. Should remediation have been found to be necessary in relation to condition 8 it must be carried out in accordance with the approved remediation scheme prior to the commencement of works, other than that required to carry out remediation, unless otherwise approved in writing by the Local Planning Authority. Following completion of any measures identified in the approved remediation scheme and before first occupation of the development a verification report that demonstrates the effectiveness of the remediation carried out must be submitted to and approved in writing by the Local Planning Authority.
10. 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.
11. Before commencement of external elevations details of facing materials shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.
12. Before the access is first used visibility splays shall be provided as shown on drawing no. 2193

DE 10-002 Rev B and thereafter retained in the specified form. Notwithstanding the provisions of Schedule 2, Part 2, Class A of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no obstruction to visibility shall be erected, constructed, planted or permitted to grow over 0.6 metres high within the areas of the visibility splays.

13. Before the access is first used pedestrian visibility splays shall be provided within 2 metre by 2 metre triangular areas each side of the access, in accordance with drawing no. 2193 DE 10-002 Rev B. Notwithstanding the provisions of Schedule 2, Part 2, Class A of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no obstruction to visibility shall be erected, constructed, planted or permitted to grow over 0.6 metres high within the areas of the visibility splays. The visibility splay shall thereafter be retained.
14. No superstructure in relation to the hereby-approved development shall be commenced until the new access has been laid out and completed in all respects in accordance with drawing no. 2193 DE 10-002 Rev B with an entrance width of 5 metres for a distance of 15 metres measured from the nearside edge of the metalled carriageway. Thereafter it shall be retained in its approved form.
15. The gradient of the vehicular access shall not be steeper than 1 in 20 for the first five metres measured from the nearside edge of the highway.
16. Before the hereby-approved dwellings are first occupied, the new access onto the highway shall be properly surfaced with a bound material for a minimum distance of 10 metres measured from the nearside edge of the metalled carriageway, in accordance with details that shall have previously been submitted to and approved in writing by the Local Planning Authority.
17. Before the hereby-approved accesses are first used details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway, including any system to dispose of the water. The accesses shall not be first used until the approved works have been provided and the approved works shall be retained thereafter in their approved form.
18. None of the hereby-approved development shall be commenced until details of alternative and improved public open space provision have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be first occupied until the approved public open space has been provided and made available to the public.
19. None of the hereby-approved development shall be commenced until a tree impact assessment and protection plan have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved assessment and measures.
20. None of the hereby-approved dwellings shall be first occupied until details of landscaping have been submitted to and approved in writing by the Local Planning Authority. All landscaping works shall be provided within the first planting season following first occupation of the dwellings (or as otherwise stated as part of an agreed schedule) and any trees or plants 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.
21. The hereby-approved dwellings shall be constructed so that the development achieves reductions in CO₂ emissions of 19% below the Target Emission Rate of the 2013 Edition of the 2010 Building Regulations (Part L) and water efficiency standards of 110 litres/person/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). Prior to first occupation of the hereby-approved dwellings, certification of compliance with these standards shall be submitted to and approved by the Local Planning Authority.

22. Before the hereby-approved dwellings are first occupied, details demonstrating that 15% of their energy requirements are from renewable and decentralised or low carbon energy shall be submitted to and approved in writing by the Local Planning Authority (or in the case that the achievement of these standards are demonstrated not to be feasible or viable a lesser standard as may be agreed in writing). No dwelling shall be occupied until the approved details have been provided in relation to that dwelling.
23. Within 28 days of practical completion of the last dwelling or unit, 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.

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

1. To identify the approved drawings for the avoidance of doubt.
2. To ensure a high standard of development, promote sustainable modes of travel, ensure a high standard of amenity and promote biodiversity.
3. In the interests of amenity and 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.
4. In the interests of amenity, avoid increase in flood risk and highway safety. These details relate to construction works and cannot be considered retrospectively.
5. To ensure a high standard of external amenity and to ensure a high standard of appearance.
6. To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained.
7. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.
8. 9 & 10. 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. These details include those required prior to commencement as they cannot be considered retrospectively and relate to workers and operatives involved in construction works.
11. To ensure that the dwellings are of a high standard in terms of their appearance.
12. To ensure drivers of vehicles entering the highway have sufficient visibility to manoeuvre safely including giving way to approaching users of the highway without them having to take avoiding action and to ensure drivers of vehicles on the public highway have

sufficient warning of a vehicle emerging in order to take avoiding action, if necessary.

13. For the safety of people using the highway by enabling drivers of vehicles entering the highway to see and give way to pedestrians and for pedestrians to have sufficient warning of a vehicle emerging in order to take avoiding action, if necessary.
14. 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 highway.
15. To ensure that vehicles can enter and leave the public highway in a safe manner.
16. To ensure construction of a satisfactory access and to avoid unacceptable safety risks arising from materials deposited on the highway from the development.
17. To prevent hazards caused by flowing water or ice on the highway.
18. To ensure alternative and improved provision in a location well related to the users of the existing facility.
19. To safeguard trees to be retained as part of the development.
20. To ensure landscaping works are of a high standard.
21. To ensure that the dwellings are sustainable in terms of energy and water efficiency.
22. To promote sustainable development.
23. 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/>

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. 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. 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.

4. There is a planning fee payable for applications in writing to discharge planning permission conditions. Forms for applications to discharge conditions are available from the Council's website.
5. The Council recommends the installation of an appropriate sprinkler system within the development.
6. This application is the subject of a legal agreement and this decision should only be read in conjunction with this agreement.
7. 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.
8. 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.
9. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing. For further information please visit: <https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/application-for-works-licence/>
10. Public Utility apparatus may be affected by this proposal. The appropriate utility service should be contacted to reach agreement on any necessary alterations which have to be carried out at the expense of the developer.
11. Any works to lay new surface water drainage pipes underneath the public highway will need a licence under section 50 of the New Roads and Street Works Act.
12. Please note the separate advice from Suffolk Police, Suffolk Fire and Rescue and Anglian Water.

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 (2022)

Policies CS2 (The Location and Nature of Development); CS7 (The Amount of New Housing Required); CS8 (Housing Type and Tenure), CS12 (Affordable Housing); CS17 (Delivering Infrastructure); DM1 (Sustainable Construction); DM2 (Decentralised Renewable or Low Carbon Energy); DM3 (Air Quality); DM4 (Development and Flood Risk); DM5 (Protection of Open Spaces, Sports and Recreation Facilities); DM6 (Provision of New Open Spaces, Sports and Recreation Facilities); DM7 (Provision of Private Outdoor Amenity Space in New and Existing Developments); DM8 (The Natural Environment); DM9 (Protection of Trees and Hedgerows); DM10 (Green and Blue Corridors); DM12 (Design and Character); DM17 (Small

Scale Infill and Backland Residential Developments); DM18 (Amenity); DM21 (Transport and Access in New Developments); DM22 (Car and Cycle Parking in New Development); DM23 (The Density of Residential Development); DM24 (Protection and Provision of Community Facilities), DM33 (Protection of Employment Land); DM34 (Delivery and Expansion of Digital Communications Networks).

2. Site Allocations and Policies (Incorporating Ip-One Area Action Plan) DPD Review (2022)

Policies SP1 (The protection of allocated sites); SP2 (Land allocated for housing).

3. Other Planning Guidance

Cycling Strategy SPD (2016)

Ipswich Urban Characterisation Study SPD - North East Character Area

Development and Archaeology SPD (2018)

Suffolk Guidance for Parking - Technical Guidance (2019)

Suffolk Coast RAMS SPD (2020)

Reptile Strategy SPD (2021)

Low Emissions SPD (2021)

Technical housing standards - nationally described space standard (2015)

Public Open Space SPD (2017)

Space and Design Guidelines SPD (2015)

Development and Flood Risk SPD (2022)

Space and Design Guidelines SPD (2015)

Dated:

Signed:

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

SEE NOTES BELOW /OVERLEAF

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

NOTES

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this notice.
3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within; 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
4. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of

the date of this notice.

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

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

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



Authorised Signatory



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



Authorised Signatory

