

AN UNDERTAKING DATED

1 October

2025

GIVEN BY:

(1) J56 LIMITED

TO:

(2) SUFFOLK COUNTY COUNCIL

UNILATERAL UNDERTAKING UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990
relating to the development of Land to the North and East of
Bobbits Lane, Wherstead, Suffolk



Flint Buildings
1 Bedding Lane
Norwich
Norfolk
NR3 1RG

WE CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL
SIGN: [REDACTED]
DATED: 01-10-2025
FLINT BUILDINGS
1 BEDDING LANE
NORWICH NORFOLK

Date

1 October

2025

BY:

(1) **J56 LIMITED** (Co. Reg. No. 14785681) whose registered office is situated at Salisbury House, Station Road, Cambridge, Cambridgeshire, CB1 2LA ("**Owner**")

TO:

(2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("**County Council**")

BACKGROUND

- (A) The County Council is the local highway authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is the freehold owner of the Site which is part of the land registered at the Land Registry under title number SK425848.
- (C) The Owner submitted the Application to the District Council and gives this undertaking to perform the obligations set out in this Deed in the event that Planning Permission is granted.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990
"Application"	means the application for the granting of planning permission which was submitted to the District Council for the Development and allocated reference number DC/25/00608

"BCIS Index"	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 Parties hereto
"BCIS Indexation"	the increase in any sum referred to in the Second Schedule by an equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 10 of this deed
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site pursuant to the Application other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, construction of access to the Site and the temporary display of site notices or advertisements and "Commence" and "Commencement" and "Commence Development" shall be construed accordingly
"Development"	the construction of 2no warehouse units (B8 storage), a new internal access road off the existing access road serving the service station, associated parking, boundary landscaping, installation of a sustainable urban drainage scheme and associated works
"District Council"	means Babergh District Council of Endeavour House, 8 Russell Road, Ipswich IP1 2BX

"Monitoring Fee"	means the sum of £519.00 (five hundred and nineteen pounds) paid by the Owner to the County Council towards the costs of monitoring compliance with the terms of this undertaking
"Occupation"	occupation for the purposes permitted by the Planning 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" shall be construed accordingly
"Planning Permission"	the planning permission to be granted pursuant to the Application
"Site Plan"	the plan titled 'Site Location Plan' appended to this Deed at Schedule 1
"Site"	means the part of the land edged red on the Site Plan which is part of the land registered at the Land Registry under title number SK425848
"Travel Plan Evaluation and Support Contribution"	the sum of £1,200 (one thousand two hundred pounds) per annum payable to the County Council subject to BCIS Indexation towards the cost of monitoring the Travel Plan
"Travel Plan"	means the travel plan to be approved pursuant to a condition of the Planning Permission
"Working Days"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business

2 CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital of this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of gender include any other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4. Any reference to a statute shall include any modification, extension or re-enactment of that statute 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 statute or deriving validity from it.
- 2.5. References to any party to this Deed shall include successors in title to that party and to any deriving title through or under that party to the Site or any part thereof and in the case of the County Council the successors to its statutory functions.
- 2.6. The headings and contents list are for reference only and shall not affect construction.
- 2.7. Where this Deed requires a plan or strategy or other document to be submitted to the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.8. Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3 LEGAL BASIS

- 3.1. This Deed and each of the covenants given by the Owner herein are made pursuant to section 106 of the Act and to the extent that any obligations in this Deed are not planning obligations, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and section 278 Highways Act 1980 and all enabling powers with the intent that the covenants and obligations shall hereafter run with the land and bind the Site pursuant to section 106.

- 3.2. The covenants, restrictions and requirements imposed upon by the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the County Council as the local planning authority against the Owner.

4 CONDITIONALITY

- 4.1. The obligations set out in the Second Schedule are conditional upon:

- (i) the granting of the Planning Permission; and
- (ii) the Commencement of Development

and the rest of the provisions set out in this Deed shall take effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

The Owner covenants as follows to observe and perform the covenants and obligations at Schedule 2.

6 MISCELLANEOUS

- 6.1. The Owner covenants and warrants to the County Council that they are the freehold owner of the Site and have full power and capacity to enter into this Deed and that there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.
- 6.2. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.3. This Deed may be registered as a local land charge by the District Council.
- 6.4. Any notice or written communication to be served or given under the terms of this Deed shall be deemed to have been properly served or given if delivered by hand or sent by first class post or registered or recorded delivery to addresses at the beginning of this Deed, or such other address as may be notified in writing.
- 6.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 6.6. If the Application is rejected, revoked or otherwise withdrawn without the consent of the Owner this Deed shall thereupon (insofar as it has not already been complied with) cease to have effect.
- 6.7. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their interest in the Site or the part of the Site in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT neither the reservation of rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or part of the Site) shall constitute an interest for the purposes of this Clause.
- 6.8. The obligations in this Deed shall 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.
- 6.9. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than any permission granted to the Application) granted (whether or not on appeal) after the date of this Deed.
- 6.10. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 6.11. The Owner covenants to pay the County Council's reasonable legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed
- 6.12. The Owner covenants to pay the County Council's Monitoring Fee on completion of this Deed towards the costs of reporting and monitoring the obligations contained in this Deed
- 6.13. The Owner covenants from the date that this Deed takes effect to allow the County Council, and its duly authorised officers or agents at all reasonable times on reasonable notice to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed and in doing so the County Council shall have regard to all health and safety requirements when visiting the Site.
- 6.14. The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.

7 WAIVER

No waiver (whether expressed or implied) by the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver, and no such waiver shall prevent the County Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

9 FUTURE PERMISSIONS

In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that such new planning permission is granted pursuant to section 73 of the Act:

9.1.1. the obligations in this Deed shall in addition to binding the Site in respect of the Application relate to and bind the Site in respect of any planning permission granted pursuant to section 73 of the Act; and

9.1.2. the definitions of Development and Application shall be assumed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT the Parties agree that nothing in this clause shall fetter the discretion of the District Council in determining any applications under section 73 of the Act and 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 Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act.

10 INDEXATION

10.1. Any sum referred to in the Second Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index (unless the

context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

10.1.1. A is the sum payable under this Deed;

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

10.1.3. C is the BCIS Index for the month two (2) months before the date on which the sum is payable;

10.1.4. D is the BCIS Index for the month two (2) before the date of this Deed; and

10.1.5. C/D is greater than one (1).

11 INTEREST

Any sum to be paid to the County Council due but remaining unpaid by the relevant party pursuant to the provisions hereof for more than 14 Working Days shall accrue interest at a rate of four per cent above the Bank of England Base Rate from the date that the relevant payment falls due until the date of actual payment.

12 VAT

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

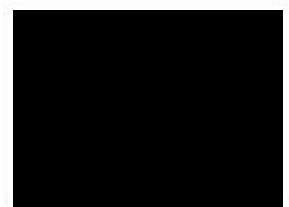
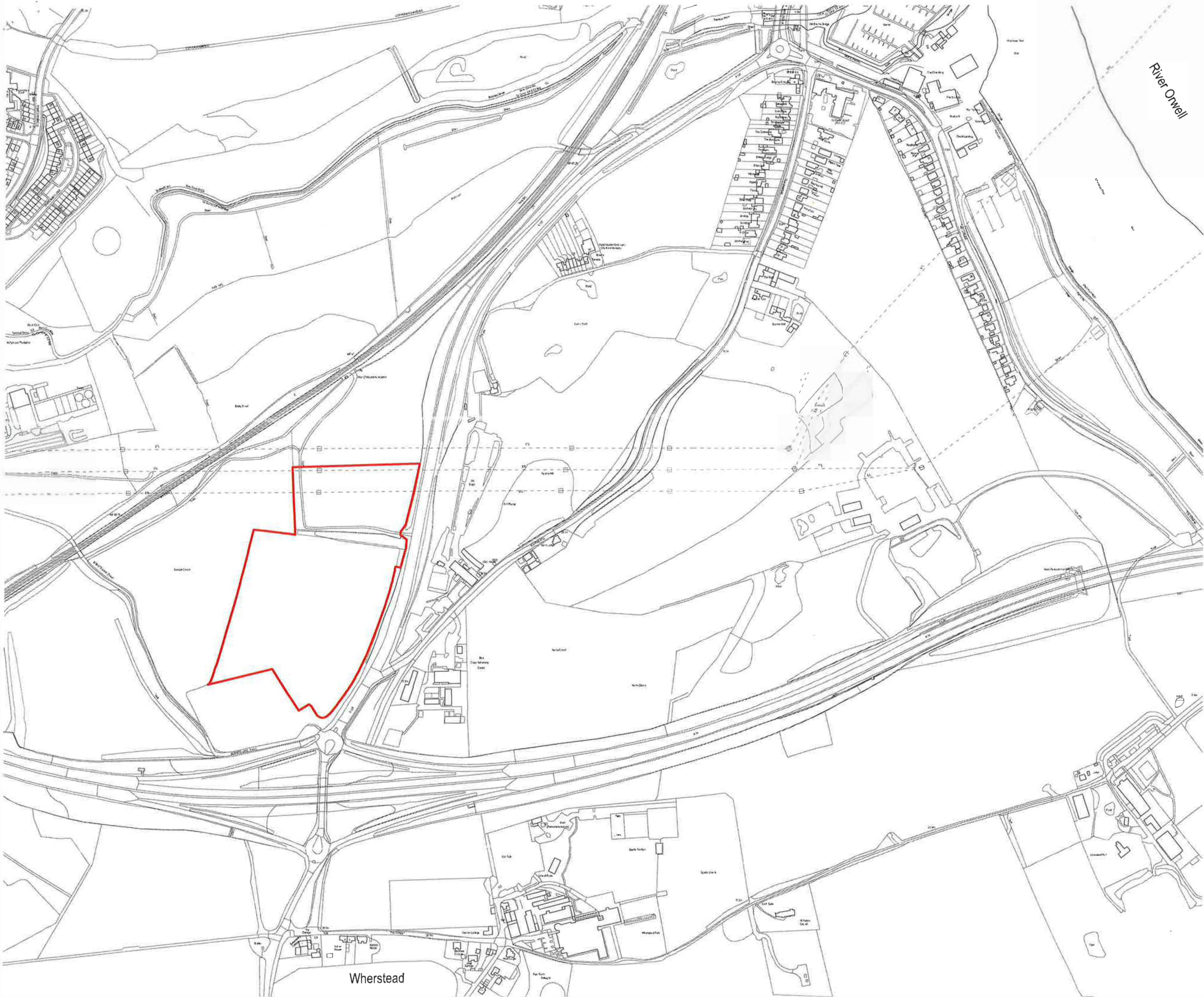
13 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the Owner has caused this Deed to be executed the day and year first before mentioned.

SCHEDULE 1

Site Plan



Key
 Planning Application Boundary

0 25 50 100 150 250 metres
 SCALE 1:2500

Rev.	Date	Drawn	Description	Checked
P1	06.12.24	CM	Issued for Planning	BS

TEAM AB

Team AB Services Limited accepts no responsibility whatsoever should the drawing be used by any other person, on any other site or for any other purpose than stated. This drawing is to be read in conjunction with all relevant drawings and specifications.

WORKS TO REQUIRE DIMENSIONS ONLY. MEASUREMENTS ARE TO BE CHECKED ON SITE AND ANY DISCREPANCIES REPORTED TO TEAM AB SERVICES LIMITED.

©Copyright Team AB Services Limited 2023

Project
 Land North of Junction 56
 Wherstead
 Ipswich

Scale
 1:2500
 At 1:1 Site

Drawing Title
 Site Location Plan

Drawn
 CM

Date
 06.12.24

Author
 Ciarnan Molloy
 email: ciarnan.molloy@teamab.co.uk

PLANNING

J56-MP-2000-P1

SCHEDULE 2

Owner's obligations

The Owner covenants with the County Council as follows (unless otherwise agreed in writing by the County Council):

1. To pay the Travel Plan Evaluation and Support Contribution in respect of the Travel Plan to the County prior to first Occupation of the Development and thereafter to pay a further Travel Plan Evaluation and Support Contribution on each anniversary of the date of the first Occupation of the Development for a minimum period of five (5) years or until one (1) year after the first Occupation of the final unit whichever is the longer period
2. Not to Occupy or permit the first Occupation of the Development until the first Travel Plan Evaluation and Support Contribution in respect of Travel Plan has been paid to the County
3. Not to Occupy or permit further Occupation beyond the anniversary each year of the date of the first Occupation of the Development until the relevant payment has been made each year in accordance with paragraph 1 of this Schedule 2

Executed as a deed by
J56 LIMITED acting by a director in the
presence of a witness

[Redacted Signature]
)
)

Director

Witness signatu

[Redacted Signature]

Witness name: EMMMA BUTLER

Witness address:

[Redacted Address]