

Environmental Information Regulations – Response – 27362

Freedom of Information Act 2000 – Request for Information

I am writing to request information held by the authority in relation to standard legal agreements used under the Highways Act 1980.

1. Section 278 Agreements Please provide a copy of the authority's current precedent, template, or standard-form Section 278 agreement. If more than one version exists (for example, for different categories of works), please provide all versions held.

[Attached](#)

2. Section 38 Agreements Please provide a copy of the authority's current precedent, template, or standard-form Section 38 agreement for the adoption of new estate roads.

[Attached](#)

3. Minor Works / Small Works Agreements If the authority uses a standard-form agreement for minor works, small works, or other works carried out under the Highways Act 1980 that do not fall under the above categories, please provide the precedent or template version of that agreement.

[Attached](#)

4. If no precedent documents exist If the authority does not hold a precedent or template for any of the above categories, please instead provide one or more example agreements completed within the last 12 months that reflect the form of agreement the authority typically expects developers or third parties to enter into.

[1, 2 and 3 attached, so this is N/A](#)

[Note:](#)

[1 and 2 – comment from legal: our agreements are often under review and always subject to any site-specific demands](#)

[For Q3: Minor works is altered at officer level, so we very regularly add and remove sections depending on the works in question.](#)

[Redacted Information](#)

[All information released in response to a Freedom of Information Act 2000 \(FOIA\) or Environmental Information Regulation 2004 \(EIR\) request is deemed to be in the public domain. As such we must consider whether or not the requested information qualifies as personal information and should therefore not be released into the public domain.](#)

The council has determined that this is personal information and is therefore exempt from disclosure under **section 40** of the FOIA and **regulation 13** of the EIR.

The Council considered the following, including the possible consequences of disclosure for the data subjects concerned and their reasonable expectations as to the use of their data:

- expectations of the individuals concerned about personal information being put into the public domain;
- reasonable expectations - the data subjects concerned would have a legitimate expectation of privacy concerning their personal information and would not have anticipated this being put into the public domain;
- whether or not the requested information could be anonymised; and
- balancing the individual's rights and the legitimate interests - In past cases the Information Commissioner has weighed the individual's rights to privacy against the public interest in disclosure. There is no presumption in favour of releasing personal data.

This is an absolute exemption, which means that if the condition is satisfied there is no additional public interest test to consider.

In assessing fairness, the Council considered the likely consequences of disclosure of the requested information. Personal information should not be used in ways that have unjustified adverse effects on the individuals concerned. The council also considered whether such disclosure would be within the reasonable expectations of the individuals, given that any response to a request under the FOIA or EIR is deemed to be in the public domain. The council believes that in this instance it is not fair to disclose personal data and is therefore withholding the requested information under section 40 of the FOIA and regulation 13 of the EIR.

Mastergov Ref: «application_no»
Planning Ref: «District_Reference»
Date: «Todays_Date»
Enquiries highways.developmentcontrol@suffolk.gov.uk

«developer_aff2_name»
«developer_aff2_addr»

Dear «developer_aff2_name»

**APPLICATION OF A LICENCE TO CONSTRUCT A VEHICULAR ACCESS UNDER
SECTION 278 OF THE HIGHWAYS ACT 1980
SITE ADDRESS: «location», «parish_code_lookup»**

Suffolk County Council (the Highway Authority) hereby grants permission, in consideration of and fully subject to the terms and conditions on the attached licence, for the Applicant or a contractor employed by them to construct works within the highway in order to provide a vehicular access at the above address/location.

The licence agreement must be signed, dated and completed with all required signatures **before** commencing any works or it will not be deemed to be valid.

You are reminded that 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. It is also a legal requirement that any work undertaken within the highway is undertaken by a contractor who is accredited in accordance with the requirements of the New Roads and Street Works Act 1991 to undertake work within a public highway. Evidence will be required before the works can be noticed and work can commence.

Please note: any vegetation clearance must not impact on bird nesting. Any clearance must be carried out outside of nesting bird season. If this is not possible then a nesting bird check must be carried out immediately prior to commencement of works by a suitably qualified ecologist.

You are also reminded that utility apparatus (such as electricity and telegraph poles, water, gas mains and street lights etc.) may be affected by the proposed works.

NOTE - It is a legal requirement that you or your contractor contacts the owner of the apparatus and street furniture, prior to work starting.

If any apparatus is required to be moved or adjusted as a result of your work, then all associated costs must be met by the applicant.

If the expected works duration is between 1 and 3 days, you or your contractor is required to provide a minimum of 5 working days' notice to the Highway Authority at DeveloperNoticing@suffolkhighways.org of their intended start of works. If the duration is between 4 and 10 days, they will need to provide a minimum of 13 working days' notice. The Applicant or their contractor must inform the Highway Authority the day works start and again when they finish. The Applicant or their contractor must hold relevant qualifications to undertake works within the public highway. Details will be required before noticing works. The required

Traffic Management Act (TMA) form can be found by going to the following link
<https://www.suffolk.gov.uk/roads-and-transport/roadworks/road-space-booking/>

Failure to provide notice may result in the Contractor being required to stop work, make the site safe and leave.

If any condition relating to the construction of the vehicular access is not adhered to, Suffolk County Council will rectify the work. Costs will be recharged to yourself and you would have to make your own arrangements for recovering the costs from your contractor. Your contractor will be required to send a copy of this licence to book your road space.

It will be your responsibility to advise your selected contractor of these requirements and conditions in seeking his quotation. Please ensure that he complies with them. The Development Management Engineer who will be inspecting the works is to be contacted prior to the start of the works. A Construction Pre-Start meeting is required. The Technical Acceptance and Inspecting Engineers will attend a meeting held on site. It is the responsibility of the Developer/Consultant to organise, arrange attendance, chair and take minutes of the meeting. Further guidance can be found at: [guidance-for-s278-agreement-construction \(suffolk.gov.uk\)](https://www.suffolk.gov.uk/guidance-for-s278-agreement-construction)
To organise inspections, contact highways.developmentcontrol@suffolk.gov.uk.

In signing the licence, the Applicant agrees to be bound by its terms.

Yours sincerely

«primary_officer_name»
«primary_officer_title»
«primary_officer_email_address»

LICENCE TO CONSTRUCT A VEHICULAR ACCESS UNDER
SECTION 278 OF THE HIGHWAYS ACT 1980



SITE ADDRESS		«location», «parish_code_lookup»	
DEVELOPER		«developer_aff2_name»	
Mastergov Ref:	«application_no»	Date of Licence:	«Todays_Date»

This licence is granted pursuant to Section 278 of the Highways Act 1980 and should be read in conjunction with its provisions.

- 1) The layout of the access shall be in accordance with the following Drawing Numbers:
«File_Name»
- 2) All works shall be constructed in accordance with the Highway Authority's specification. Guidance notes accompany this licence can be found on the Suffolk County Council website.
- 3) Visibility splays are to be provided before the access is first used. They should be provided in accordance with the ** attached SCC drawing ** planning approval issued by the Local Planning Authority. (DELETE/AMEND AS NECESSARY).
- 4) The contractor working within the public highway is also required to hold £10million public liability insurance. Evidence will be required before the works can be noticed and work can commence.
- 5) The construction work must be completed within 1 year of the date of this license. Once the year has expired, a request for extension or new application must be made as the Highway Authority's policy may have changed. Note that this may differ from any planning permission.
- 6) The access will be inspected 1 year after completion. Any defects identified will be repaired to the Authority's satisfaction at the applicant's costs.
- 7) This licence is conditional on the Applicant checking whether there are any covenants or planning restrictions that affect their proposals. The Highway Authority will not be responsible for any matters arising from a failure to make these checks.
- 8) The Applicant or their contractor shall ensure that, at all times, the site is kept in a safe condition for members of the public using the highway. Proper signs must be put out to warn motorists and the excavation must have barriers erected around it for the safety of pedestrians. Pedestrians must be given a suitable safe alternative route. Traffic management must be installed and maintained by accredited contractors.

If the Highway Authority considers a site is unsafe, it may take immediate action and recover any costs incurred from the Applicant.

- 9) Any damage caused to the highway (including verges, footway, carriageway and highway drainage) and statutory undertakers apparatus by the site construction traffic, shall be rectified by the applicant at their own cost.
- 10) By entering into this Agreement, the Applicant agrees that they will indemnify the Highway Authority against all claims liability or loss whatsoever arising out of and incidental to any or all of the works they or their contractor undertake in the highway.
- 11) It will be the Applicant's responsibility to advise their selected contractor of these requirements and conditions in seeking his quotation. Failure to comply with any condition relating to the construction of the vehicular access may mean that the Highway Authority will re-do the work. Costs will be recharged to the Applicant and they will have to make their own arrangements for recovering the costs from their contractor. Please ensure that the Development Management Engineer who will be inspecting the works is contacted prior the start of the works. To organise inspections, contact «secondary_officer_name» on «secondary_officer_email»

Signed by the Applicant (The Developer)		Print name		Date
Signed on behalf of Suffolk County Council		Print name		Date

Enc. Plans

DATED

2022

SUFFOLK COUNTY COUNCIL (1)

- and -

[DEVELOPER] (2)

- and -

[OWNER] (3)

- and -

[SURETY] (4)

AGREEMENT

made pursuant to Sections 38 of the Highways Act 1980
and any other enabling power relating to the
development of land at [] Suffolk

Nigel Inniss
Head of Governance
Suffolk County Council
Endeavor House
8 Russell Road
Ipswich
Suffolk IP1 2BX

Our Ref: []

SECTION 38 AGREEMENT

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SUFFOLK COUNTY COUNCIL

AGREEMENT

Section 38 Highways Act 1980

THIS AGREEMENT is made the day of Two Thousand and
[]

BETWEEN

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

(2) the Developer [] **LIMITED** (registration number [])
whose registered office is at
[]

(3) the Owner [] (company number []) whose
registered office is at
[]

(4) the Surety [] whose registered office is situate at
[]

DEFINITIONS

Definitions

Meanings

- | | |
|--|--|
| 1. the Bond | £[] ([amount in words]) |
| 2. the Certificate of Final Completion | the certificate to be issued by the Council's Director in accordance with Clause [14(i)] [16(i)] |
| 3. the Council's Director | the Council's Executive Director of Growth, Highways and Infrastructure |
| 4. the Details | the annexed detail drawings numbered [] |
| 5. the Inspection Fees | the Council's Director's fees for design and checking and inspection and administration charges at the rate of 7½% (seven and a half per cent) of the Bond being £[] ([amount in words]) |
| 6. the Land | the land at [] Suffolk shown edged red on the Plan |
| 7. the Legal Charges | the Council's legal costs and disbursements in the preparation of this Agreement |

8. the New Highways the roads ways and footpaths shown marked on the Plan by grey shading (to indicate carriageways) yellow colouring (to indicate footways and footpaths) and green colouring (to indicate verges and other grassed or planted areas) together with the street lights shown by red dots on the Plan
9. the Part 1 Works
- (i) the Surface Water Drains;
 - (ii) all other drainage and service media within the New Highways including the ducting for cable television or other media for the transmission of data;
 - (iii) all kerb foundations and kerbs within the New Highways including lowering at vehicle crossings and pram ramps;
 - (iv) all carriageways, ways and footpaths with the New Highways up to and including the base course surfacing level and any supporting structures thereto;
 - (v) demarcation of all sight lines and clearance of all visibility splays within the New Highways;
 - (vi) all concrete block paving within the New Highways; and
 - (vii) all street lighting columns and cables
10. the Part 2 Works
- (i) wearing course level to all carriageways, ways and footpaths within the New Highways;
 - (ii) all visibility splays and verges within the New Highways;
 - (iii) all street furniture, illuminated traffic signs, street nameplates and road markings within the New Highways;
 - (iv) all outstanding works under Clause 1 of this Agreement; and
 - (v) all outstanding works to public sewers to allow adoption under S104 of the Water Industry Act 1991
11. the Plan the annexed plan numbered [REDACTED]
12. the Surface Water Drains the pipes and media (shown by blue lines on the Plan) carrying surface water drainage from the New Highways only (up to the point of discharge into the main public sewer or other suitable outfall
13. Undertaker as undertaker is defined in Section 48(4) of the New Roads and Street Works Act 1991

WHEREAS

- (1) the words of definition in the left hand column of the Definitions above shall subject to variation as hereinafter provided have the meanings ascribed to them by the words opposite them in the right hand column
- (2) the Council is the local highway authority for the area in which the Land is located

- (3) the Owner is the freehold owner of some of the Land, being land within Title No SK [] shown coloured [] on the Plan “(the First Land”)
- (4) the Developer is the freehold owner of some of the Land, being land within title No SK [] shown coloured [] on the Plan (“the Second Land”)
- (5) the Developer intends to develop the Land as a housing estate and to construct the New Highways and the Developer and the Owner desire that after completion the New Highways on the Land shall be adopted as highways maintainable at the public expense

NOW IT IS AGREED as follows:

Pursuant to Section 38 Highways Act 1980 Section 33 Local Government (Miscellaneous Provisions) Act 1982 Section 50 and Schedule 3 New Roads and Street Works Act 1991 and all other powers enabling the parties:-

1. LAYOUT AND STANDARD OF CONSTRUCTION

The Developer shall at its own expense fully complete the construction of the New Highways and the Surface Water Drains to the design and dimensions approved in writing by the Council's Director in accordance with the Plan and the Details (subject to any variation of them agreed in writing in advance by the Council's Director) and in accordance with the Council's "Specification for Estate Roads" dated May 2007 (or later amendment current at the date of construction) so far as the latter is consistent with the Plan and the Details (subject to such agreed variations) making good to the requirements of the Council's Director all damage caused thereby to existing highways maintainable at the public expense

2. UNDERTAKERS' APPARATUS

The Developer shall at its own expense undertake all necessary works in connection with Undertakers' apparatus laid or to be laid in the New Highways before they become highways maintainable at the public expense and if completion of the New Highways shall require the movement modification or replacement of any

Undertakers' apparatus in any existing highway maintainable at the public expense such works shall not be executed without first obtaining a street works licence therefor as defined in Section 50 of the New Roads and Street Works Act 1991 and otherwise fully complying with the requirements of such Act and until the Developer has deposited with the Council the cost thereof (as estimated by the Council's Director) and the Developer hereby indemnifies the Council against any additional such cost

3. OWNER'S WARRANTY

The Owner warrants and covenants that at the date hereof:

- (i) it is the freehold owner of the New Highways on the First Land with full power to enter into this Agreement and to dedicate the New Highways on the First Land to the public use; and
- (ii) it has full power to grant or assign in accordance with **Clause 5** hereof all necessary rights and easements for the passage of surface water from the New Highways on the First Land through the Surface Water Drains (including where in land outside the Owner's freehold ownership) and for the cleansing maintenance repair and replacement thereof: and
- (iii) it will not dispose of any land to be dedicated under (i) above to any third party

4. DEVELOPER'S WARRANTY

The Developer warrants and covenants that at the date hereof:

- (i) it is the freehold owner of the New Highways on the Second Land with full power to enter into this Agreement and to dedicate the New Highways on the Second Land to the public use;
- (ii) has full power to grant or assign in accordance with **Clause 6** hereof all necessary rights and easements for the passage of surface water from the New Highways on the Second Land through the Surface Water Drains (including where in land outside the Owner's freehold ownership) and for the cleansing maintenance repair and replacement thereof: and

(iii) it will not dispose of any land to be dedicated under (i) above to any third party

5. OWNER'S GRANT OF SURFACE WATER DRAINAGE RIGHTS

The Owner hereby grants and (where the Surface Water Drains are laid or to be laid either wholly or partly through land outside the Owner's freehold ownership) assigns to the Council for the benefit of the New Highways full right and liberty over such part or parts of the First Land and any other land through which any part of the Surface Water Drains are laid to use the same for the passage or discharge of surface water from the New Highways and to enter onto such part or parts of the First Land and such other land to cleanse repair maintain and replace the same and any conveyance of any such part or parts of the First Land shall be expressed to be subject to the Council's easement

6. DEVELOPER'S GRANT OF SURFACE WATER DRAINAGE RIGHTS

The Developer hereby grants and (where the Surface Water Drains are laid or to be laid either wholly or partly through land outside the Developer's freehold ownership) assigns to the Council for the benefit of the New Highways full right and liberty over such part or parts of the Second Land and any other land through which any part of the Surface Water Drains are laid to use the same for the passage or discharge of surface water from the New Highways and to enter onto such part or parts of the Second Land and such other land to cleanse repair maintain and replace the same and any conveyance of any such part or parts of the Second Land shall be expressed to be subject to the Council's easement

7. MAINTENANCE AND REMEDY OF DEFECTS

Until the New Highways on the Land become maintainable at the public expense the Developer shall keep the New Highways and the Surface Water Drains in a good state of efficiency and repair (including all necessary scavenging street sweeping and gully cleansing) and shall promptly make good any defects which shall appear

whether or not the same shall have been caused by any act of or omission by the Developer

8. ACCESS FOR COUNCIL OFFICERS

- (i) The Developer and the Owner shall allow the Council's officers to have access to the New Highways and any land through which the Surface Water Drains are laid and to any materials for use in the completion of either of them at all reasonable times during the subsistence of this Agreement for the purpose of allowing and ensuring compliance by the parties with the provisions of this Agreement and for the purpose of taking any samples or carrying out any tests such officers may require and the Developer shall at his own cost comply with such instructions as the Council's Director shall notify to him in writing requiring the opening up or exposure of any works within the New Highways or comprising any part of the Surface Water Drains which shall have been covered up without previously being inspected by the Council's Director and should the Developer not comply with any such instructions the Council shall be entitled to enter on to the New Highways or such adjoining land through which the Surface Water Drains are laid and open up or expose such works and in the event of any portion of such works proving defective in any respect under the terms of this Agreement the cost of such opening shall be recoverable from the Developer.
- (ii) the Developer shall pay the Council's reasonable costs of taking and testing any samples in accordance with **Clause 8(i)** hereof and shall be responsible for the cost of all other testing of samples and materials reasonably required under either this Agreement or the Council's "Specification for Housing Estate Roads" hereinbefore mentioned and all such testing shall be carried out by an approved UKAS-accredited laboratory or such other laboratory as the Council's Director shall previously approve for that purpose (whether or not in writing)

9. OCCUPATION OF HOUSES

The Owner and the Developer shall ensure that no dwelling on the Land is occupied unless safe and reasonably convenient access (at base course level or better) for both pedestrians and vehicles is available for such dwelling to and from a highway maintainable at the public expense over ways the street lights whereof have been erected and connected to an electricity supply by arrangement between the Developer and the electricity company

10. PROGRAMME OF WORKS

The Developer shall within 14 (fourteen) days of any written notice received from the Council's Director so requiring provide a written estimate of the dates upon which the Developer intends to carry out such of the Part 1 Works and the Part 2 Works as shall be specified in the notice

11. COMMENCEMENT OF WORKS

Within 14 (fourteen) days prior to the commencement of the Part 1 Works the Developer shall serve notice in writing upon the Council's Director of the date it intends so to commence PROVIDED THAT if the Developer at any time or times serves a notice under this clause and the Part I Works do not commence within 14 days of service thereof such notice shall be deemed withdrawn and the Developer shall not be precluded from serving a further notice or notices under this clause; the Developer shall in addition comply with the requirements of the New Roads and Street Works Act 1991 as to the giving of notices

12. TIME LIMITS FOR CONSTRUCTION

The Developer shall fully complete:

- (i) all the Part 1 Works within a time limit of 12 (twelve) calendar months from the date hereof; and

- (ii) all the Part 2 Works within a time limit of 12 (twelve) calendar months after the date of issue of the Part 1 Certificate and in any case within a time limit of 24 (twenty four) calendar months of the date hereof
- (iii) the making good of all defects in the New Highways and the Surface Water Drains and the adoption of any sewers within the New Highways the subject of an agreement under S104 of the Water Industry Act 1991 within 16 (sixteen) calendar months of the date of the Part 2 Certificate

PROVIDED THAT

- (a) the Council may at any time by notice in writing to the Developer grant such extension or extensions of any such time limit or limits as it shall in its absolute discretion think fit and thenceforth for the purposes of this Agreement any references to such time limit or limits shall be deemed references to the latest such extension or extensions thereof SUBJECT ALWAYS THAT any extension exceeding twelve months may incur an additional charge of 3% of the Inspection Fees due under definition 4 of the Schedule, or an additional charge of £500 (five hundred pounds), whichever shall be the greater; and
- (b) the Council may charge an additional fixed fee of £500 (five hundred pounds) for additional administration and inspection work if a period of two years or more has elapsed since the issue of the Part 2 Certificate and the Certificate of Final Completion has not yet been issued in accordance with **Clause 16 (i)**

13. ISSUE OF PART 1 AND PART 2 CERTIFICATES

Upon the full completion of each of the Part 1 Works and the Part 2 Works to the satisfaction in all respects of the Council's Director he shall issue a certificate in writing to that effect to the Developer (the "Part 1 Certificate" and "Part 2 Certificate" respectively) PROVIDED THAT the Council's Director shall not be liable to issue the Part 2 Certificate until any sewers constructed under the New Highways pursuant to an agreement under Section 104 of the Water Industry Act 1991 (as amended) have been certified as being or having been on maintenance or substantially completed or

a licence to permit the retention of private apparatus under the highway has been issued

14. PENDING MAINTENANCE AT PUBLIC EXPENSE

Until the New Highways on the Land become highways maintainable at the public expense the Developer shall

- (i) at its own cost institute such measures as the Council's Director may reasonably require or approve so as to maintain traffic flows on the New Highways and adjacent highways and so as to prevent mud and other materials being carried on to the New Highways and adjacent highways;
- (ii) from the completion of the New Highways to base course level ensure that no building materials plant apparatus or equipment shall be left or deposited or stored on the New Highways or on adjoining land within the Developer's control so as to constitute an actual or potential hazard or obstruction to users of the New Highways or any part thereof PROVIDED THAT if the Developer shall contravene the provisions of this sub-clause the Council shall be entitled upon 24 hours prior notice in writing to the Developer and at his cost to enter on to the New Highways and to remove such hazard or obstruction; and
- (iii) at the Developer's own cost rectify any damage caused to the New Highways the Surface Water Drains and adjacent highways maintainable at the public expense by construction or other traffic

15. DEDICATION AND OTHER CONSEQUENCES OF ISSUE OF PART 2 CERTIFICATE

- (i) Upon the issue of the Part 2 Certificate the New Highways on the Land shall become a highway or highways and this Agreement shall be sufficient evidence of the Owner's and Developer's dedication of them as such;
- (ii) Upon the issue of the Part 2 Certificate and the Developer providing the Council's Director with a copy of the statutory earthing declaration provided by the electricity board the Council shall at its own expense forthwith take over

responsibility for all maintenance of and payment for energy to all street lights and illuminated traffic signs within the New Highways PROVIDED THAT the Council may undertake such responsibility with regard to all or any part of such lights and signs at any earlier time by notice or notices in writing to that effect from the Council's Director to the Developer;

- (iii) Subject to **sub Clause 15 (i)** above the Developer shall remain the street manager in respect of the New Highways on the Land for the purposes of Part III of the New Roads and Street Works Act 1991 and any statutory modification or re-enactment thereof until such time as the New Highways on the land shall become highways maintainable at the public expense; and
- (iii) Within 4 (four) weeks after the date of issue of the Part 2 Certificate the Developer shall provide the Council's Director with five copies of drawings plus a digital pdf copy showing the layout of the New Highways and the Surface Water Drains as constructed together with the routes and positions of statutory undertaker's apparatus and service media laid within the New Highways and (if required by the Council's Director) technical details as constructed

16. ACCEPTANCE AS HIGHWAYS MAINTAINED AT PUBLIC EXPENSE

Upon:-

- (i) the Council's Director upon inspection (at the written request of the Developer or otherwise) not less than 12 (twelve) months after the date of issue of the Part 2 Certificate satisfying himself and certifying in writing to the Developer that all defects in the New Highways and the Surface Water Drains have been made good; and
- (ii) any sewers within the New Highways the subject of an agreement under Section 104 of the Water Industry Act 1991 being adopted

the New Highways on the Land shall thenceforth be accepted as highways maintainable at the public expense the Council shall take over liability for maintenance of the Surface Water Drains and the Bond shall be discharged save

however that the Council shall not be liable to maintain any other sewers or drains other than the Surface Water Drains

17. CONTRAVENTION OF AGREEMENT

If the Developer shall contravene any provision of this Agreement the Council may give the Developer written notice (with a copy to the Surety) to make good such contravention within a period (which shall not be less than seven days) stated in the notice and should the Developer fail to comply with the said notice the Council (without prejudice to any other remedy) shall have the right to enter on the Land make good the contravention and charge and recover the costs thereof (plus administrative and overhead expenses at the rate of 20% of such cost) as certified in writing by the Council's Director against and from the Developer and the Developer shall pay such costs and expenses to the Council within 28 days of the receipt of such certificate

18. BOND AND SURETY OBLIGATIONS

The Surety hereby covenants that if the Developer fails to make good any breach of this Agreement in accordance with **Clause 17** above or to pay the cost specified at **Clause 17** above within the period of 28 days herementioned or if the Developer shall enter into liquidation whether compulsory or voluntary (not being a members voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under a receiver for the benefit of its creditors or any of them or if the Developer being an individual shall become bankrupt or insolvent or compound with his or her creditors or shall have a receiving order in bankruptcy made against him the Surety shall without prejudice to the Council's rights under **Clause 17** hereof pay to the Council within 28 days of receipt of written notice signed by the Council's Head of Legal Services such sum of money as may be stated in and required by that notice PROVIDED THAT

- (i) the maximum sum to be stated in that notice shall where a certificate has been issued by the Council's Director under **Clause 17** above be the amount stated

in that notice but otherwise shall be the Council Director's estimate (plus administrative and overhead expenses at the rate of 20% of the amount of such estimate) of the amount required in order to fully complete the New Highways and the Surface Water Drains and for 12 months thereafter to remedy any defects therein prior to their becoming highways and drains maintainable at the public expense; and

- (ii) the maximum aggregate amount payable by the Surety during the period
 - (a) from the date hereof until the discharge of the Bond under **Clause 16** hereof shall not exceed the Bond;
 - (b) after the issue of the Part 1 Certificate until such discharge shall not exceed fifty per cent of the Bond; and
 - (c) after the issue of the Part 2 Certificate until such discharge shall not exceed ten per cent of the Bond

19. APPLICATION OF BOND MONIES

The Council shall apply any sums received by them from the Surety under **Clause 18** above solely to the cost of fulfilling the Developer's obligations under this Agreement and any such sums so received shall be deducted by the Council from any demands or charges made by the Council on the frontagers of the New Highways in respect of any street works carried out under the Highways Act 1980.

20. NO FURTHER OBLIGATION ON COUNCIL

This Agreement shall not imply any obligation on the part of the Council to the Developer the Owner the Surety or any other party further than the statutory obligations of the Council as local highway authority or as expressly provided herein

21. INDEMNITY

- (i) The Developer shall from the date of this Agreement indemnify the Council against all claims liability or loss whatsoever arising out of and incidental to the construction and use of the New Highways including claims for compensation

for depreciation all claims losses and costs incurred in mitigation of any injurious effects of the New Highways and all costs of noise insulation and related works under Parts I and II of the Land Compensation Act 1973 and the Noise Insulation Regulations 1975 (as amended) provided that the Developer's indemnity will not extend to any claims submitted to the Council arising out of the negligence of the Council's employees or arising out of any works of alteration carried out by the Council after the issue of the Certificate of Final Completion

- (ii) The Council shall notify the Developer forthwith upon receipt of any such claim or liability
- (iii) The Council shall not accept or settle any claim without first having given the Developer the opportunity to provide the County Council with representations as to the validity of such claim
- (iv) The Developer indemnifies the Council against all actions costs or claims made against the Council in connection with the completion of the New Highways (and the Surface Water Drains) and the adoption of them or arising directly or indirectly by reason of the Developers breach or failure to perform or observe any of the terms of this Agreement PROVIDED THAT such indemnity shall not extend to negligence by the Council its employees agents or contractors and no such actions costs or claims (to which this indemnity extends) shall be accepted or settled without the prior written approval of the Developer (which shall not be unreasonably withheld or delayed)

22. EXISTING HIGHWAYS

- (i) Subject to subsections (ii) and (iii) hereunder this Agreement licenses the Developer in accordance with Section 171 Highways Act 1980 to carry out works within any highway which is maintainable at the public expense at the date hereof and which is included in the New Highways

- (ii) the Developer shall not carry out any such works without first obtaining good and sufficient insurance against all actions costs claims and demands in respect thereof by a member of the Association of British Insurers and in the minimum sum for any one claim of ten million pounds or such alternative figure as the Council's Director shall require and the Developer shall upon the written request of the Council provide such evidence as shall be required in such request to satisfy the Council that such insurance is in effect and the premiums paid up-to-date
- (iii) the Developer shall in carrying out such works for which licence or consent is hereby given comply with all the Council's requirements as local highway authority regarding utility and safety of the highway during the carrying out of such works

23. ACCEPTANCE OF PART AS MAINTAINABLE AT PUBLIC EXPENSE

At its own discretion the Council may before the New Highways and the Surface Water Drains as a whole are fully completed accept that any part or parts thereof shall become highways or drains maintainable at the public expense

24. COPIES OF AGREEMENT AND PLANS

The Developer hereby authorises the Council at the Council's absolute discretion to provide copies hereof and of the Plan and the Details to any person and the Developer indemnifies the Council against any actions costs claims and demands made against the Council for breach of copyright with regard to the Plan and the Details

25. LEGAL CHARGES, DEVELOPMENT MANAGEMENT FEES – APPROVAL OF PLANS AND INSPECTION FEES AND SAMPLES

The Developer shall pay to the Council on or before completion of this Agreement

- (i) the Legal Charges;
- (ii) the Inspection Fees;

(iii) the commuted sums namely the sum of £[] ([]) towards the cost of the Councils future maintenance liability of the Highway Works

26. RESTRICTION ON ASSIGNMENT

The Developer shall not assign or sublet the benefit or burden of this Agreement or any part hereof unless the proposed assignee has first covenanted direct with the Council to perform and observe the Developer's obligations hereunder

27. NO WAIVER

No delay neglect or forbearance on the Council's part in enforcing against the Developer any provision of this Agreement shall be deemed a waiver or in any way prejudice any right of the Council under this Agreement

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed between the parties that nothing in this Agreement shall confer on any third party any right to enforce any term of this Agreement or any benefit thereof

29. INTERPRETATION

- (i) Section 6 of the Interpretation Act 1978 shall apply to this Agreement
- (ii) References to any statute shall include any statutory modification or replacement thereof
- (ii) The clause headings contained in this Agreement are for ease of reference only and shall not affect the construction or interpretation of this Agreement

IN WITNESS whereof the parties hereto have executed this Agreement as their deed the day and year first before written

The COMMON SEAL of)
SUFFOLK COUNTY)
COUNCIL)
was hereunto affixed)

in the presence of:-)

.....A duly authorised Officer of the Council

[DEVELOPER'S EXECUTION CLAUSE])
was hereunto affixed in the)
presence of:-)

Director

Secretary

[OWNER'S EXECUTION CLAUSE])
was hereunto affixed in the)
presence of:-)

Director

Secretary

[SURETY'S EXECUTION CLAUSE])
was hereunto affixed in the)
presence of:-)

Authorised Signatory

SUFFOLK COUNTY COUNCIL (1)

- and -

[DEVELOPER] (2)

- and -

[OWNER] (3)

- and -

[MORTGAGEE] (4)

AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980
and any other enabling power relating to
the development of land at [] Suffolk

Nigel Inniss
Head of Legal Services
Suffolk County Council
5 Constantine Road Ipswich
Suffolk IP1 2DH

Ref: []

THIS AGREEMENT is made the day of 20
BETWEEN the following parties :-

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (“the County Council”)
- (2) **[Developer]** (company number **XXXXXXX**) of **[address]** (“the Developer”)
- (3) **[Owner]** (company number **XXXXXXX**) of **[address]** (“the Owner”) **[If different to Developer]**
- (4) **[Mortgagee]** (company number **XXXXXXX**) of **[address]** (“the Mortgagee”)

RECITALS AND DEFINITIONS

A. In this Agreement unless the context otherwise requires the following words shall have the following meanings :-

“1980 Act”	Means the Highways Act 1980 (as amended)
“Bond”	Means the bond with the Surety for the Highway Works, such bond to be in the form set out in Schedule 3 of this Agreement, so if the Developer should default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Surety to provide the full value of the Bond to carry out and maintain the Highway Works
“Bond Figure”	Means the sum of [X] (amount in words) being to cost of the Highway Works plus 10 per cent
["Cash Deposit"]	Means the cash deposit for all of the Highway Works such cash deposit to be held by the County Council should the Developer default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Cash Deposit to provide the full sums necessary to carry out and maintain the Highway Works]

["Cash Deposit Figure"]	Means sum of [X] (amount in words) being the cost of the Highway Works plus 10 per cent]
"Certificate of Final Completion"	Means any of the certificates referred to in paragraph 2.13 of this Agreement
"CDM Regulations"	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
["Commuted Sums"]	Means the sum of [X] (amount in words) which is calculated towards the cost of the County Council's future maintenance liability of the Highway Works.]
"Director"	Means the County Council's Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand
"Highway Works"	Means the works detailed on the Works Drawings and as set out in Schedule 2 of this Agreement
"Plan"	Means the plan annexed hereto
"Site"	Means land situated at [] Suffolk shown edged red for identification only on the attached Plan
"Substantial Completion"	Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed, and the "Date of Substantial Completion" and "Certificate of Substantial Completion" shall be construed accordingly
"Surety"	Means [Insert name of Surety]
"Works Drawings"	Means the attached drawings bearing the numbers referred to in Schedule 1 or any subsequent revision of them which has been approved or requested by the Director and which relate to the Highway Works

(A) The County Council is the Local Highway Authority (except for trunk roads) for

the purposes of the 1980 Act for the area within which the Site is situated and the Highway Works will be carried out

- (B) The [Owner/Developer] is the registered proprietor with title absolute of the Site registered at the Land Registry under Title Number []
- (C) The Developer is [state interest if the Owner if different]
- (D) [The Mortgagee has a registered charge dated [insert date] over the [part of the] Site registered with Title Number []]
- (E) The County Council considers that the Highways Works as shown on the Works Drawings and detailed in Schedule 2 need to be carried out and the County Council considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows :-

1. LEGAL EFFECT

1.1 In this Agreement unless the context otherwise requires :-

1.1.1 Words importing the singular meaning where the context so admits include the plural meaning and vice versa; and

1.1.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and

1.1.3 "party" or "parties" means a party or parties to this Agreement; and

1.1.4 references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions;

1.1.5 where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and

1.1.6 the headings and contents list in this Agreement shall not form part of or affect its construction; and

1.1.7 references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and

- 1.1.8 where a party or any officer or employee is required to give its consent approval or agreement to any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and
- 1.1.9 any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument
- 1.2 This Agreement and the covenants that appear hereinafter are made pursuant to Sections 38 72 and 278 of the 1980 Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers to the intent that the provisions of this Agreement shall bind the Site and the parties hereto and all persons deriving title through or under them
- 1.3 No waiver (whether express or implied) by the County Council of any breach or default by the Developer in performance or observance of any of the covenants or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default
- 1.4 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.5 This Agreement shall be governed and interpreted in accordance with the laws of England and shall be determined in the Courts of England and Wales
- 1.6 The [Owner/Developer] covenant and warrant to the County Council that they have full power to enter into this Agreement and there is no other person having a charge over or any other interest in the Site whose consent is necessary for the [Owner/Developer] to enter into this Agreement and to comply with the obligations set out at clauses 1.12 and 1.13
- 1.7 The Developer covenants and undertakes with the County Council that from the date of this Agreement it will (unless otherwise agreed by the County Council) carry out and comply with the obligations set out in this Agreement

- 1.8 The County Council, without prejudice to its statutory powers and duties, hereby appoints the Developer to act as its agent and gives to the Developer licence (in so far as is reasonably necessary) to enter into and upon and remain upon the public highway to carry out the construction of the Highway Works within the timescales referred to in Schedule 2 or such other period as may be agreed in writing by the Director, provided that this licence shall not extend to the Developer's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway
- 1.9 The Developer covenants with the County Council as Highway Authority to comply with the provisions of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004, and any amendments thereof
- 1.10 It is hereby agreed and declared that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
- 1.11 The Developer shall be the only client for the purpose of the CDM Regulations and the Developer agrees to undertake the obligations of a client under the CDM Regulations and to use all reasonable endeavours to ensure that the Highway Works are carried out in accordance with the CDM Regulations. The Developer shall indemnify and keep the County Council indemnified against any breach of the Developer's obligations under this clause
- 1.12 The [Owner/Developer] hereby agrees that on the date of Substantial Completion that part of the Site upon which the Highways Works are constructed which does not currently form part of the public highway shall be dedicated as highway under section 38 of the 1980 Act and the County Council agrees to accept such dedication and adopt [that part of] the Site and the Highway Works as highway maintainable at the public expense
- 1.13 If called upon by the County Council so to do by notice in writing served within twenty-one years of the date of this Agreement the [Owner/Developer] agrees to transfer to the County Council in consideration of one pound any land over which any part of the Highway Works have been constructed which does not at the date of this Agreement already form part of the highway together with any other land dedicated as public highway by the [Owner/Developer] free in each case from encumbrances and together with all rights necessary to permit the use, inspection, maintenance, repair and replacement of the Highway Works and all utility systems servicing the Highway Works and not vested in the relevant

undertaker as are situated outside the limits of the Highway Works and the said other land

- 1.14 [The Mortgagee acknowledges and declares that this Agreement has been entered into by the [Owner/Developer] with its consent and that the Site shall be bound by the obligations contained in this Agreement]
- 1.15 This Agreement is a Deed. Any financial default will be declared by the County Council and registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 1.16 If the Highway Works have not been commenced within one (1) year from the date of this Agreement, save as this period is otherwise extended in writing by the Director at his discretion, then this Agreement shall lapse and be of no further effect (save to the extent already complied with) and the Developer agrees to pay to the County Council any costs properly incurred by the County Council prior to the lapse of this Agreement (which have not already been paid) including but not limited to those costs set out in clause 3.5 of this Agreement
- 1.17 Where, in accordance with clause [1.16] above the Director, at his discretion, agrees in writing to an extension to the period of one (1) year after which this Agreement shall lapse, this Agreement shall lapse at the end of such period as agreed in writing by the Director
- 1.18 Where the Agreement has lapsed in accordance with clauses 1.16 or 1.17], the County Council [may release the Developer and the Surety and each of them from any subsisting obligations under the Bond in respect of the Highway Works] / [may release to the Developer the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end.] on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. For the avoidance of doubt nothing in this clause requires the County Council to repay those sums payable under clause 3.5 of this Agreement [save for any Commuted Sums not spent or committed]

2 HIGHWAY WORKS

- 2.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to

- be at the sole expense of the Developer and at no cost to the County Council
- 2.2 No work on the Highway Works shall commence and no contract or contracts in respect of the construction of the Highway Works shall be let until full details of the Highway Works have been submitted to the Director and the Director has given his written approval to the Highway Works and for the avoidance of doubt this Agreement does not constitute the written approval required under this clause
 - 2.3 The Developer shall provide all relevant notices to the County Council under the New Roads and Street Works Act 1991 and Traffic Management Act 2004, and any amendments thereof
 - 2.4 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on undertakers or other persons the Developer shall comply with such requirement on behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works
 - 2.5 The Developer shall give due consideration to adjoining owners and occupiers at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption
 - 2.6 The Developer shall display and maintain prominent notices around the perimeter of the Site to warn the public of the dangers of entering the Site. However the display of such notices shall not relieve the Developer of any of his obligations and liabilities under this Agreement, the Control of Pollution Act 1974 or the Environment Protection Act 1990, or any amendments thereof
 - 2.7 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and from dust and as far as practicable the Highway Works are to be carried out in such a way that noise and dust are kept to a minimum
 - 2.8 When the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the Site
 - 2.9 No Highway Works within or affecting existing public highways will be permitted

within the morning and evening peak periods i.e. 7.30 - 9.30 a.m. and 4.30 - 6.30 p.m. Monday to Friday except as agreed in writing by the Director

- 2.10 When the Highway Works are being carried out the Developer shall provide all watching and lighting as required and shall maintain all lights, guards, fencing and warning signs when and where necessary and undertake such further measures as may be reasonably required by the Director
- 2.11 Representatives of the County Council may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with
- 2.12 On Substantial Completion of the Highway Works :-
- 2.12.1 the Developer shall clear away and remove from the Site all constructional plant and temporary works of every kind and leave the Site in a safe, neat and tidy condition to the satisfaction of the Director
 - 2.12.2 the Developer shall provide the County Council with 6 paper copies of the 'as constructed' drawings and a pdf thereof
 - 2.12.3 the Director may issue a Certificate of Substantial Completion to the Developer
- 2.13 The Developer shall maintain the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period) from the issue of the related Certificate of Substantial Completion and prior to the expiration of this period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period of eighteen (18) months (including any defect in or damage to the surface water drainage system) so as to place the highway and the Highway Works in a condition satisfactory to the Director. After the expiration of the period of eighteen (18) months and after any defects have been made good to the satisfaction of the Director he may issue at the written request of the Developer the Certificate of Final Completion in respect of the Highways Works

3 FINANCE

- 3.1 Where the Developer has provided a Bond [Cash Deposit], then after the issue of the Certificate of Substantial Completion the County Council may approve [a reduction of up to 75% of the Bond Figure] [the release of up to 75% of the Cash Deposit Figure] and upon the issue of the Certificate of Final Completion the County Council [may release the Developer and the Surety and each of them

from all subsisting obligations under the Bond in respect of the Highway Works] / [may release to the Developer the remainder of the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end] on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement.

- 3.2 The Developer shall be insured from the date of this Agreement and throughout the period of construction of the Highway Works within the timescales referred to in Schedule 2 (or any other period as agreed by the Director) for public liability risks in the sum of at least ten million pounds (£10,000,000.00) in respect of any single claim, and shall produce these insurance policies to the Director on demand
- 3.3 [The Developer and the Surety shall on the date of this Agreement enter into the Bond for the Highway Works and the Developer shall be bound with the Surety and the County Council in the amount of the Bond Figure.] [The Developer shall on the date of this Agreement pay to the County Council the Cash Deposit in the sum of the Cash Deposit Figure for the Highway Works]
- 3.4 Should the Developer default in the execution of his obligations to carry out and maintain the Highway Works then the County Council may itself carry out and maintain the Highway Works having first called upon [the Surety to provide the Bond amount] [the Cash Deposit] for the full cost to be expended in so doing
- 3.5 The Developer shall pay to the County Council:-
 - 3.5.1 the legal costs of the County Council in connection with this Agreement prior to sealing of this Agreement; and
 - 3.5.2 interest at four per cent above the Bank of England Base Rate on any sum due to the County Council under this Agreement from the date on which it is due until the date it is paid, and
 - 3.5.3 the inspection/checking fees required by the County Council in connection with the Highways Works in the sum of [£X] (amount in words) prior to sealing of this Agreement;
 - 3.5.4 [the Commuted Sums prior to the sealing of this Agreement]

In WITNESS whereof this Agreement has been executed and delivered as a Deed

on the date first written above

The COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed)
in the presence of)

A Duly Authorised Officer

The COMMON SEAL of)
[])
was hereunto affixed)
in the presence of)

Director

Secretary

Schedule 1
Works Drawings

[Insert Drawing Numbers]

Schedule 2

[Highways works description with timescales attached]

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Schedule 3

Bond Agreement

DATED _____ 20

Developer----- (1)

- and -

-Surety--- (2)

PERFORMANCE BOND

relating to the development of land at _____ Suffolk

BY THIS BOND _____ **LIMITED** of _____

_____ (“the Developer”) and
_____ (“the Surety”) are held and firmly bound to **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2DH (“the County Council”) in the sum of £_____ (_____ pounds) to be paid to the County Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Developer and the Surety have hereunto affixed their respective Common Seals and delivered the same on but not before this _____ day of _____ Two thousand and _____

1. The Developer has entered into an Agreement under seal with the County Council of even date made under Section 278 of the 1980 Act whereby the Developer undertook at its own expense to carry out works as set out in Schedule 2 of the said Agreement and shown in the Works Drawings annexed to the said Agreement (“the Highway Works”)
2. It is intended that this Bond shall be construed as one with the said Agreement

NOW THE CONDITION of the above-written Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the said Agreement (in so far as they relate to the Highway Works) on the Developer’s part to be performed and observed according to the true intent and meaning thereof or if on default by the Developer the Surety shall duly satisfy and discharge the damages sustained by the County Council up to the amount of the above-written Bond then the above-written Bond shall be null and void but otherwise shall remain in full force and effect **PROVIDED ALWAYS** that the giving by the County Council of any extension of

time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

The COMMON SEAL of)
[DEVELOPER])
was hereunto affixed)
in the presence of)

Director

Secretary

EXECUTED AS A DEED by [SURETY]

in the presence of:

Director:

Director/Secretary:

DATED

20

SUFFOLK COUNTY COUNCIL (1)

- and -

[DEVELOPER] (2)

- and -

[OWNER] (3)

- and -

[MORTGAGEE] (4)

AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980
and any other enabling power relating to
the development of land at [] Suffolk

Nigel Inniss
Head of Governance
Suffolk County Council
8 Russell Road Ipswich
Suffolk IP1 2BX

Ref: []

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the County Council's future maintenance liability of the Highway Works]

["Compensation Bond"] Means the bond with the Compensation Bond Surety, such bond to be in the form set out in Schedule II.B, in the sum of the Compensation Figure being the sum the County Council reasonably considers sufficient to meet the likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973

["Compensation Figure"] Means the sum of [X] (amount in words) which is the amount which the Director reasonably considers sufficient to meet the likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973]

["Compensation Bond Surety"] Means [insert name of Surety]

["Compensation Cash Deposit"] Means the cash deposit to be paid to the County Council in the sum of the Compensation Figure being the sum the County Council reasonably considers sufficient to meet the likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973]

["Contract"] Means the contract or contracts in respect of each and all of the Highway Works

["Contractor"] Means the contractor or contractors who have been awarded the Contract to execute the Highway Works. For the avoidance of doubt the aforementioned definition does not include any subcontractor

["Development"] Means the development to be carried out pursuant to the Permission

["Director"] Means the County Council's Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand

["Highways England"]	Means the body appointed by the Secretary of State for Transport as a strategic highways company under section 1 of the Infrastructure Act 2015 and statutory instrument 2015/376 or any other body so appointed]
"Highway Works"	Means the works collectively or individually as the context requires which are set out in Schedule III of this Agreement and shown in the Works Drawings
["Highway Structure"]	Means any bridge, subway, culvert, pipe, tunnel, or other structure built in, over, under or adjacent to any part of the highway]
"Performance Bond"	Means the bond with the Performance Bond Surety for each and all of the Highway Works, such bond to be in the form set out in Schedule II.A, to the effect that should the Developer default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Performance Bond Surety to provide the full value of the Performance Bond (subject to the provisions hereinafter contained) to carry out the Highway Works and maintain the same as aforesaid
"Performance Figure"	Means the sum of [X] (amount in words) being the Tender Sum plus 10 per cent in respect of the Highway Works and as set out in each of the Contracts
"Performance Bond Surety"	Means [Insert name of Surety]
["Performance Cash Deposit"]	Means the cash deposit for all of the Highway Works such cash deposit to be held by the County Council should the Developer default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will apply the Performance Cash Deposit to

the necessary works in satisfaction thereof (subject to the provisions hereinafter contained) to carry out the Highway Works and maintain the same as aforesaid.

- “Permission” Means the planning permission granted by [Insert District/Borough Council] dated [] granted with reference number [] in respect of the Site together with any modification of it
- “Road Safety Audit” Means the evaluation of each and all of the Highway Works during design and at the end of construction to identify potential road safety problems that may affect any users of the highway and to suggest measures to eliminate or mitigate those problems in accordance with Department for Transport standards or by the County Council as agreed by the Director
- “Site” Means land situated at [] Suffolk shown edged red for identification only on the attached plan no []
- “Specification” The County Council’s “Specification for Estate Roads” dated May 2007 (or later amendment current at the date of this Agreement) so far as this is consistent with the Works Drawings and description in Schedule III (subject to any variations agreed in writing by the Director)
- “Sub-contractor” Means the sub-contractor(s) working for the Contractor(s) who have been contracted to execute the Highway Works
- “Substantial Completion” Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed
- “Technical Standards” Means the standards necessary to ensure complete conformity with all UK primary and secondary legislation (including by-laws) all guidance standards and codes of practice issued by the Department for Transport the County Council statutory undertakers and relevant professional institutes the Road Safety Audit and formal instructions issued

by the Director from time to time during the design and implementation of the Highway Works and for the avoidance of doubt this shall include the Traffic Signs Regulations and General Directions 2016 and BS5489 in relation to the design of any street lighting

“Tender Sum” Means the sum of [X] (amount in words) (including the costs associated with statutory undertakers work and traffic management) agreed by the Director for carrying out the Contract by the Contractor

“Works Drawings” Means the attached drawings bearing the numbers referred to in Schedule IV or any subsequent revision of them which has been approved or requested by the Director and which relate to the Highway Works

(B) In this Agreement unless the context otherwise requires :-

- (i) Words importing the singular meaning where the context so admits include the plural meaning and vice versa; and
- (ii) Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and
- (iii) “party” or “parties” means a party or parties to this Agreement; and
- (iv) references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions; and
- (v) where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and
- (vi) the headings and contents list in this Agreement shall not form part of or affect its construction; and
- (vii) references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and

- (viii) where a party or any officer or employee is required to give its consent approval or agreement to any specific provision in this Agreement such consent approval or agreement shall not be unreasonably withheld or delayed; and
- (ix) any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument
- (C) The County Council is the highway authority (except for trunk roads) for the purposes of the 1980 Act for the area within which the Site is situated and the Highway Works will be carried out
- (D) The Developer has the benefit of the Permission
- (E) The [Owner/Developer] is the registered proprietor with title absolute of the Site in so far as it is registered at the Land Registry under Title Number []
- (F) [The Mortgagee has a registered charge dated [insert date] over the [part of the] Site registered with Title Number []]
- (G) The Developer wishes to dedicate as public highway that part of the Site upon which the Highway Works are to be constructed which does not currently form part of the public highway and the County Council agrees to accept such dedication and adopt that part of the Site and the Highway Works as highway maintainable at public expense on the terms and conditions hereinafter contained
- (H) Having regard to the development plan and other material considerations the County Council considers it expedient in the interests of the proper planning of their area that the Highway Works need to be carried out to facilitate the Development and that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows:-

1 LEGAL EFFECT

- 1.1. This Agreement and the covenants that appear hereinafter are made pursuant to Sections 38 72 and 278 of the 1980 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers to the intent that the provisions of this Agreement shall bind the Site and the parties hereto and all persons deriving title through or under them
- 1.2. This Agreement is a Deed. Any financial default under this Agreement will be registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 1.3. No waiver (whether express or implied) by the County Council of any breach or default by the Developer in the performance or observance of any of the covenants, terms or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants, terms or obligations or from acting upon any subsequent breach or default in respect thereof
- 1.4. Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.5. This Agreement is governed by and interpreted in accordance with English law and shall be determined in the Courts of England

2 NOTICES

- 2.1. Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post or sent by the DX service to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered by hand or by recorded delivery post or by the DX service to the address of the party concerned as nominated in sub-clause 2.2. below

2.2. The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The County Council	Suffolk County Council Endeavour House 8 Russell Road Ipswich IP1 2BX marked for the attention of the Assistant Director of Governance, Legal and Assurance (or where the context requires the Executive Director of Growth, Highways and Infrastructure, Endeavour House 8 Russell Road Ipswich IP1 2BX)
The Developer	marked for the attention of the Managing Director [REDACTED]
[The Owner	marked for the attention of the [REDACTED]]
[The Mortgagee	marked for the attention of the [REDACTED]]

2.3. Any notice or other written communication to be given by the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the County Council by a duly authorised officer

3 GENERAL

3.1. All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council

3.2. All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

- 3.3. The County Council and their respectively duly authorised officers and agents may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with

4 ARBITRATION

- 4.1. Any dispute or difference arising between the parties as a result of this Agreement may be referred to the arbitration of a single arbitrator to be agreed upon between the parties or failing agreement within fourteen days after either of the parties has given to the other a written request requiring the appointment of an arbitrator to a person to be appointed at the request of either of the parties by the President for the time being of The Institution of Civil Engineers
- 4.2. Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-
- (a) the seat of the arbitration shall be at the County Council's offices in Ipswich Suffolk
 - (b) where appropriate the arbitrator may consolidate arbitral proceedings
 - (c) with the parties' agreement the arbitrator may appoint experts or legal advisers
- 4.3 A party wishing to refer any such dispute or difference to arbitration shall notify the other party in writing of such intention without delay
- 4.4 The arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the arbitrator when such parties may also agree that such arbitrator shall act as an expert
- 4.5 Subject to Sections 67 68 and 69 of the Arbitration Act 1996 the parties agree to be bound by the decision of the arbitrator

5 COVENANTS

- 5.1 The [Owner/Developer] covenants and warrants to the County Council that they have full power to enter into this Agreement and there is no other person having a charge over or any other interest in the Site whose consent is necessary for the [Owner/Developer] to enter into this Agreement and to comply with the obligations set out at paragraph 14.3 of Schedule I
- 5.2 The Developer hereby covenants and undertakes with the County Council that from the date of this Agreement it will (unless otherwise agreed by the County Council) carry out and comply with the obligations set out in Schedule I and the details set out in Schedules III and IV hereto
- 5.3 The County Council without prejudice to its statutory powers and duties hereby appoints the Developer to act as its agent and gives to the Developer licence (in so far as is reasonably necessary for the Developer to perform the obligations under the terms of this Agreement) to enter into and upon and remain upon the highway to carry out the construction of the Highway Works within the timescales referred to in Schedule III hereto or such other period as may be agreed in writing by the Director, provided that this licence shall not extend to the Developer's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway
- 5.4 The Developer covenants with the County Council not to commence the Highway Works set out in Schedule III unless road space has first been booked with the County Council [and Highways England]
- 5.5 The Developer covenants with the County Council as highway authority to give written notice not less than three calendar months prior to works commencing, in order that the County Council as highway authority has sufficient time to ensure that the commencement of works will cause the least disruption possible to road users and the County Council reserves the right to refuse consent and/or to stop or require the stopping of works under the terms of this Agreement and relevant legislation where the aforesaid notice period is not complied with
- 5.6 The Developer covenants with the County Council as highways authority to comply with the provisions of the New Roads and Street Works Act 1991, the Traffic Management Act 2004 and any amendments thereof

5.7 The County Council covenants with the Developer that on the date of issue of the Certificate of Final Completion the roads subject to the Highway Works shall thenceforth be, to the extent they are not already, adopted as highways maintainable at the public expense

6 MORTGAGEE CONSENT

6.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the [Owner/Developer] with its consent and that the Site shall be bound by the obligations contained in this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the [Owner/Developer]

7 THIRD PARTY RIGHTS

7.1 It is hereby agreed and declared that the provisions of Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

8 LAPSE

8.1 If the Highway Works have not been commenced within one (1) year from the date of this Agreement, save as this period is otherwise extended in writing by the Director at his discretion, then this Agreement shall lapse and be of no further effect (save to the extent already complied with) and the Developer agrees to pay to the County Council any costs properly incurred by the County Council prior to the lapse of this Agreement (which have not already been paid) including but not limited to those costs set out in paragraph 19 of Schedule I to this Agreement

8.2 Where, in accordance with clause [8.1] above the Director, at his discretion, agrees in writing to an extension to the period of one (1) year after which this Agreement shall lapse, this Agreement shall lapse at the end of such period as agreed in writing by the Director where the Highway Works have not been commenced by the expiry of that extension period

In witness whereof this Agreement has been executed and delivered as a Deed on the date first written above

The COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed)
in the presence of)

.....
A Duly Authorised Officer

The COMMON SEAL of)
[OWNER])
was hereunto affixed)
in the presence of)

Director

Secretary

EXECUTED AS A DEED by [DEVELOPER]
in the presence of:

Director:

Director/Secretary:

EXECUTED as a Deed by)
an attorney for and in the name of)
[MORTGAGEE])
In the presence of)

Attorney

Witness signature

Name

Address

SCHEDULE I

1 THE DESIGN OF THE HIGHWAY WORKS

- 1.1 The design of the Highway Works shall be to the satisfaction of the Director with due consideration of the Technical Standards
- 1.2 No work on any of the Highway Works shall commence and no Contract for their construction shall be let until
- 1.2.1 full details of the design of the Highway Works to be commenced in the form of plans, drawings, specifications and other materials have been submitted to the Director together with the name of the principal designer (whom the Developer shall appoint for the full duration of the design and construction of each and all of the Highway Works) in accordance with the CDM Regulations and any codes of practice referred to therein
- 1.2.2 the Director has given his written approval to the Highway Works to be commenced and such approval shall not be given if the said plans, drawings, specifications and other documentation have not adequately addressed the issues raised in the pre-construction stages of the Road Safety Audit process and if given shall lapse if the Highway Works are not commenced within twelve (12) months of the date of the said Director's approval
- 1.2.3 [preliminary proposals, detailed contract drawings, schedules and specifications for Highway Structures have been prepared by the Developer and submitted for written approval to the Director's Bridge Office in accordance with Department for Transport Document BD2/12 and the structural design and checking procedure has been carried out by an incorporated or chartered engineer familiar with Department for Transport Codes of Practice and experienced in the design of Highways Structures. The documents are to be agreed as applicable with the Director before the design is commenced and details are submitted for approval]

- 1.3 If the Director does not propose to give his approval in relation to those matters referred to in paragraph 1.2 of this Schedule he shall in each case as soon as possible in writing inform the Developer and if the Director requires amendments or additions to the plans drawings specifications and other materials referred to in paragraph 1.2 of this Schedule these amendments shall be undertaken by the Developer at his own expense and a revised set of updated documents shall be re-submitted to the Director for his approval
- 1.4 Without prejudice to paragraph 1.2 of this Schedule, the Director shall not give his approval as referred therein until the Developer has paid the sum referred to in paragraph 19.1.3 towards the cost of checking the design of the Highway Works and inspecting the Highway Works. The Highway Works at all times shall be carried out in accordance with the plans, drawings, specifications and other materials which have received the Director's approval referred to in paragraph 1.2 of this Schedule and the Developer shall in the execution of the Highway Works comply or ensure that the Contractor complies with the Technical Standards

2 LETTING OF THE CONTRACT

- 2.1 No Contract shall be let until all traffic management measures have been prepared by the Developer and approved in writing by the Director ("the approved programme") and thereafter each of the Contracts will be offered to an Approved Contractor
- 2.2 The Contract to be let under paragraph 2.1 of this Schedule shall be let under NEC3 suite of contracts (and any amendments thereto shall be approved by the Director) and the Developer shall obtain the agreement of the Contractor to be bound by the agreed drawings in Schedule **IV**
- 2.3 The Contract shall be awarded by the Developer subject to the Director having first given his written approval to the proposed chartered engineer(s) or other suitably qualified person(s) who shall be independent of the Contractor and will supervise the execution of the Highway Works by the Contractor
- 2.4 The Developer shall not award the Contract unless the Approved Contractor and the Approved Sub-Contractor/s concerned are insured throughout the period of the Contract (such period to include the

maintenance period detailed in paragraph 15.1 of this Schedule) for public liability risks in the sum of at least ten million pounds (£10,000,000) in respect of any single claim and the Developer shall ensure that the Contractor remains so insured throughout the period of the Contract and prior to the commencement of each or all of the Highway Works or any maintenance works carried out in accordance with paragraph 15.1 of this Schedule the Developer shall produce to the Director insurance policies fully covering the Developer's liability in respect of the matters set out in this Agreement

- 2.5 The Developer shall not sub-contract or assign the Contract without the written approval of the Director and any sub-contractor shall be an Approved Sub-Contractor

3 INSPECTION OF THE HIGHWAY WORKS

- 3.1 The Developer shall provide the Director with not less than twenty-four (24) hours nor more than seventy-two (72) hours notice (excluding weekends and bank holidays) of any intended execution of the Highway Works specifying the tasks to be carried out in accordance with the approved programme referred to in paragraph 2.1 of this Schedule
- 3.2 Without prejudice to the approved programme the Developer shall notify the Director in writing at least twenty-eight (28) days prior to the commencement of any work connected with statutory undertaker's equipment
- 3.3 [Without prejudice to the approved programme the Developer shall notify the Bridge Office and the Director in writing at least seventy-two (72) hours prior to the commencement of each and every stage of excavation and concrete operations associated with any Highway Structures]
- 3.4 The Developer shall during the progress of each and all of the Highway Works give to or procure for the Director and any person or persons duly authorised by him free access to every part of the Highway Works and the Site and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper directions given by the Director to conform to the approved detailed plans

Works Drawings and specification referred to in paragraph 1.2 of this Schedule

- 3.5 The Developer shall not cover up or put out of view any works forming part of the Highway Works without the approval of the Director and shall afford full opportunity for the Director to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least seventy-two (72) hours' notice to the Director whenever any such work or foundations is or are ready or about to be ready for examination
- 3.6 The Director shall without unreasonable delay, unless she considers it unnecessary and advises the Developer accordingly, attend when required by the Developer for the purpose of examining such works or of examining such foundations
- 3.7 The Director shall for the purposes of paragraphs 3.1 to 3.6 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the Developer)

4 TESTING OF MATERIALS

- 4.1 The Developer shall reimburse the County Council for all reasonable costs and expenses whatsoever arising from the operation of paragraphs 4.2 to 4.5
- 4.2 The Director shall require the testing of materials plant and workmanship used or proposed to be used in the Highway Works and in his reasonable discretion have the power to reject any materials plant or workmanship so tested which he may reasonably and properly find to be not in accordance with the approved detailed plans Works Drawings and specification referred to in paragraph 1.2 of this Schedule [In relation to Highways Structures the Director will require a schedule of testing to be agreed prior to the commencement of works or any part thereof]
- 4.3 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found to be

not in accordance with the approved detailed plans Works Drawings and specification referred to in paragraph 1.2 of this Schedule

4.4 The Director shall for the purposes of paragraphs 4.2 to 4.5 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the Developer)

4.5 The Developer shall as soon as is reasonably practicable remove such materials and plant as are rejected by the Director pursuant to paragraph 4.2. of this Schedule which are not capable of repair or remedy from the Site and if the Developer shall wish to continue to store such rejected materials and plant on the Site they shall be stored separately from those materials and plant which have not been so rejected or which the Developer shall wish in future to use in execution of the Highway Works

5 OPENING OF THE HIGHWAY WORKS

5.1 During the construction of each and all of the Highway Works and prior to the issue of the Certificate of Substantial Completion:

- (a) the Director may issue instructions to the Developer to open or expose any of the Highway Works which has been covered up without previously being inspected by the Director
- (b) should the Developer fail to comply with any such instructions the County Council may so take up or expose the relevant part of the Highway Works causing as little damage or inconvenience as is possible in respect of any other part or parts of the Highway Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Developer

PROVIDED THAT if the Highway Works or any part or parts thereof are covered up by the Developer after giving the notice referred to in paragraph 3.5 of this Schedule and the Director shall have failed to inspect in the period therein referred to and the Director shall subsequently require the Highway Works or any part of them to be uncovered for the purposes of inspection:-

- (a) if inspection reveals the relevant part or parts of the Highway Works to have been completed in accordance with the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule all costs in respect of such uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the County Council; or
- (b) if inspection reveals the relevant part or parts of the Highway Works not to have been completed in accordance with the approved detailed plans drawings and specifications referred to in paragraph 1.2 of this Schedule all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the Developer

6 UNDERTAKERS

6.1 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on undertakers or other persons the Developer shall comply with such requirement on behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works and prior to the issue of the Certificate of Substantial Completion the Developer shall also:-

- (a) carry out or procure the carrying out of such works and activities in regard to the plant and equipment of undertakers as are required by undertakers in accordance with their statutory powers under the New Roads and Street Works Act 1991 as a result of the construction or intended construction of each and all of the Highway Works
- (b) cause all public sewers, highway drains gas and water mains electric cables and telecommunications ducts or other apparatus which are to be laid by the Developer under the Highway Works together with all necessary connections from them to the boundary of the Highway Works to be laid so far as is practicable under the

Highway Works before the foundation of the Highway Works are laid and shall also in so far as is practicable cause the connections from electric cables to any street lamp to be laid before the paving of the footways comprised in the Highway Works is carried out

- (c) cause all trench works within the highway to be backfilled and reinstated in accordance with the Specification for the Reinstatement of Openings in the Highway as determined from time to time under the New Roads and Street Works Act 1991
- (d) not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any statutory undertaker or public or private company firm or individual of any over ground or underground equipment without the consent in writing of the Director

7 PROTECTION OF THE PUBLIC

- 7.1 The Developer shall give due consideration to adjoining owners and occupiers at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption
- 7.2 Prominent notices shall be displayed and maintained around the perimeter of the site of each and all of the Highway Works to warn the public of the dangers of entering the Site
- 7.3 The Developer shall nominate a member of the site management team as the contact point for the Director in the event of an emergency and shall advise a daytime and twenty-four (24) hour contact number to the Director for the same purpose
- 7.4 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and in particular:
 - 7.4.1 the Developer shall afford all reasonable facilities to enable the Director to carry out such site investigations as she may deem necessary in order to determine noise emission levels
 - 7.4.2 all vehicles and plant including compressors shall be fitted with effective silencers and acoustic covers as appropriate and maintained in good working order and all static plant shall be

located to minimise nuisance to persons living or working in the vicinity

7.4.3 all portable traffic signals and pumps shall be operated from mains electricity unless otherwise agreed with the Director

7.4.4 noisy activities shall not be permitted on Sundays and Bank Holidays and except as agreed in writing by the Director shall not be permitted outside the hours of 9.30 a.m. to 4.30 p.m. Monday to Friday and 9.30 a.m. to 1 p.m. on Saturdays

PROVIDED THAT if in the reasonable opinion of the Director the Developer is not dealing adequately with the control of noise the Developer shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Developer's expense

7.5 Compliance with the provisions of paragraph 7.4 shall not relieve the Developer of any of his obligations and liabilities under this Agreement the Control of Pollution Act 1974 or the Environmental Protection Act 1990

7.6 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from dust and as far as practicable works are to be carried out in such a way that dust is kept to a minimum PROVIDED THAT if in the reasonable opinion of the Director the Developer is not dealing adequately with the control of dust the Developer shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Developer's expense

7.7 The Developer shall arrange the regular removal of refuse likely to encourage vermin and arrange for suitable secure storage containers to be provided for collection

7.8 The Developer shall keep a log book on site to record all complaints received from the public and the action taken in response and the log book shall be available for inspection by the Director

8 PREVENTION OF MUD BEING CARRIED ON THE PUBLIC HIGHWAY

- 8.1 Provision shall be made at the Site to limit in so far as is practicable the amount of mud dust and other materials carried on to adjacent public highways by vehicles and plant leaving the Site
- 8.2 The Developer shall keep or procure the keeping of all roads footpaths rights of way and other means of passage leading to or from or crossing the Site free from mud slurry or other hazardous substances that are deposited through the construction of the Highway Works and any such substance so deposited on any such road footpath right of way or other means of passage shall be promptly removed by or at the direction of the Developer
- 8.3 The Director may close any associated crossings entrances and exits if such substances deposited are not promptly removed by the Developer and any losses or expenses incurred as a result shall be borne by the Developer and on removal of such substances the Director shall reopen such crossings entrances and exits and the Developer shall bear the costs incurred

9 TRAFFIC CONTROL

- 9.1 During the periods when the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the site of the Highway Works
- 9.2 The Highway Works shall be signed and protected to at least the standards of Chapter 8 of the Traffic Signs Manual published by ~~His~~ Majesty's Stationery Office and the proposed arrangements shall be approved in writing by the Director before the Highway Works commence

10 TIMING

- 10.1 No Highway Works within or affecting existing public highways or temporary diversions which could interfere with the traffic flow will be permitted within the morning and evening peak periods i.e. 7.30 - 9.30 a.m. and 4.30 - 6.30 p.m. Monday to Friday except as agreed in writing by the Director

11 SAFETY

11.1 During the periods when the Highway Works are being carried out the Developer shall provide all watching and lighting as required and shall maintain all lights, guards, fencing, warning signs when and, where necessary, undertake such further measures as may be reasonably required by the Director

12 ACCOMMODATION WORKS

12.1 The Developer shall carry out or ensure that there shall be carried out all related accommodation works associated with the Highway Works

13 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

13.1 The Developer shall be the only client for the purpose of the CDM Regulations and the Developer agrees to undertake the obligations of a client under the CDM Regulations and to use all reasonable endeavours to ensure that the Highway Works are carried out in accordance with the CDM Regulations

13.2 The Highway Works shall not commence until the Developer as the only client has provided to the Director:

13.2.1 an estimate of the number of working days and/or person days of construction work and the number of workers working on site simultaneously at any one point in the project which the Contract will entail

13.2.2 written details of the principal designer and the principal contractor appointed for the project and also provide copies of the Construction Phase Plan and Health & Safety File

13.2.3 a copy of the Notification of Project (form HSE F10) to the HSE pursuant to Regulation 6 of the CDM Regulations

13.3 Throughout the Highway Works the Developer shall provide to the Director copies of the updates and revisions to the construction phase plan and Health and Safety File pursuant to Regulation 12

13.4 Within twenty-eight (28) days of issue of the Certificate of Substantial Completion for any or all of the Highway Works the Developer shall provide to the Director

- 13.4.1 a plan showing the land over which those Highways Works have been constructed and
- 13.4.2 a Health and Safety file conforming in all respects with the CDM Regulations and which shall accord with the current format used by the County Council [to include a separate Health and Safety File for each Highway Structure]
- 13.5 The Director shall be at liberty to delay issue of the Certificate of Final Completion in respect of any of the Highway Works if the Developer fails to provide the Director with the documents referred to in 13.4.1 and 13.4.2 above within twenty-eight (28) days of issue of any Certificate of Substantial Completion for any of the Highway Works equivalent to the number of days after the twenty-eight (28) day period that the documents were submitted
- 13.6 In respect of the Highway Works generally the Developer shall provide to the Director the final information in both paper and electronic format and shall at least comprise:
- 13.6.1 1:500 scale (or alternative scale as may be specified by the Director) "as built" drawings
- 13.6.2 records of the earthworks showing sources of material used in areas of fill description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- 13.6.3 records of the sources of supply of all deliveries of road construction materials with details of the location of the Highway Works at which each load is placed
- 13.6.4 records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables etc).
- 13.7 [No work on Highway Structures shall commence until the general Health and Safety file information including format to be supplied in respect of Highway Structures has been agreed with the County Council's Bridge Engineer and shall accord with the County Council's current Technical

Approval Procedure for Highway Structures]

13.8 The Developer shall indemnify and keep the County Council indemnified against any breach of the Developer's obligations under this paragraph 13

14 SITE CLEARANCE AND CERTIFICATE(S) OF SUBSTANTIAL COMPLETION

14.1 On Substantial Completion of the Highway Works the Developer shall:-

14.1.1 clear away and remove from the site of the Highway Works all constructional plant and temporary works of every kind and leave the site of the Highway Works in a neat and tidy condition to the satisfaction of the Director and

14.1.2 carry out stage 3 of the Road Safety Audit process and comply to the satisfaction of the Director with recommendations arising thereunder prior to the opening of the Highway Works to the public

14.2. Upon Substantial Completion of the Highway Works including any additional work resulting from stage 3 of the Road Safety Audit process to the satisfaction in all respects of the Director he shall issue a Certificate of Substantial Completion in respect of those Highway Works to the Developer provided that all costs and expenses owing to the County Council have been paid in respect of those Highway Works

14.3. The [Owner/Developer] hereby agrees that on the date of Substantial Completion that part of the Site upon which the Highways Works are constructed which does not currently form part of the public highway shall be dedicated as highway under section 38 of the 1980 Act

14.4. [After the issue of the Certificate of Substantial Completion the County Council may approve a reduction of up to 90% of the Performance Figure in respect of the relevant Highway Works and the County Council may release the Developer and the Performance Bond Surety and each of them from their obligations under the Performance Bond in respect of the relevant Highway Works to such extent]

14.5. [After the issue of the Certificate of Substantial Completion the County Council may approve a reduction of up to 90% of the Performance Figure

and return that amount plus interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end to the Developer on receipt of a written request in respect of the relevant Highway Works and the County Council shall release the Developer from its obligations under that Performance Cash Deposit in respect of the relevant Highway Works to such extent if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this Agreement]

15 DEFECTS CORRECTION PERIOD AND CERTIFICATE OF FINAL COMPLETION

15.1 The Developer shall maintain each and all of the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period having considered paragraph 15.2) from the issue of the related Certificate of Substantial Completion and prior to the expiration of this period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period of eighteen months (including any defect in or damage to the surface water drainage system) so as to place the highway and the Highway Works in a condition satisfactory to the Director

15.2 After the expiration of the period of twelve (12) months from Substantial Completion or the date the Development becomes operational (whichever is the latter) the Developer shall (unless the Director writes to the Developer informing him that it is to be carried out sooner or that he does not need to do so) carry out stage 4 of the Safety Audit and comply to the satisfaction of the Director with any recommendations arising thereunder

15.3 After the expiration of the period of eighteen (18) months referred to in paragraph 15.1 (or such lesser period as agreed in writing by the Director under paragraph 15.1) and after any defects have been made good as therein provided including any improvements arising under stage 4 of the Road Safety Audit to the satisfaction of the Director and after the provisions of paragraph 13.4 and paragraph [20.5] [20.2] of this Schedule have been fulfilled the Director shall issue forthwith to the Developer the Certificate of Final Completion in respect of the Highway Works provided

that the Certificate of Final Completion shall in the case of road gullies extend only as far as their points of entry to the surface water sewers where those are not being adopted by the County Council as highway drains and upon the issue of the Certificate of Final Completion the County Council [shall release the Developer and the Performance Bond Surety and each of them from all subsisting obligations under the Performance Bond in respect of those Highway Works] [shall release the Developer from all subsisting obligations under the Performance Cash Deposit and shall release to the Developer the remainder of that deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this Agreement]

- 15.4 If called upon to do so by notice in writing served within twenty-one years of the date hereof by the County Council the [Owner/Developer] agrees to transfer to the County Council in consideration of one pound any land over which any part of the Highway Works have been constructed which does not at the date of this Agreement already form part of the highway together with any other land dedicated as public highway by the [Owner / Developer] hereunder free in each case from encumbrances and together with all rights necessary to permit the use inspection maintenance repair and replacement of all utility systems servicing the Highway Works and not vested in the relevant undertaker as are situated outside the limits of the Highway Works and the said other land

16 INDEMNITY

- 16.1 The Developer shall from the date of this Agreement indemnify the County Council against all claims charges costs expenses liability or loss whatsoever arising out of and incidental to any or all of the Highway Works including but not limited to those arising out of any legally sustainable claims for payments under Section 10 of the Compulsory Purchase Act 1965 and Part I of the Land Compensation Act 1973 (as amended) in connection with those Highway Works provided that the Developer's indemnity will not extend to any claims submitted to the County Council arising out of the negligence of the County Council's

employees or arising out of any works of alteration carried out to any of the Highway Works by the County Council after the issue of the related Certificate of Final Completion

16.2 The County Council shall notify the Developer forthwith upon receipt of any such claim or liability

16.3 The County Council shall not accept or settle any claim without first having given the Developer the opportunity to provide the County Council with representations as to the validity of such claim

16.4 The indemnification referred to in paragraph 16.1 includes:

16.4.1 all fees incurred by claimants which the County Council is obliged to pay, and those of the County Council or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);

16.4.2 statutory interest payments to claimants and their professional advisors; and

16.4.3 the County Council's reasonable and proper legal costs in making the compensation, fees and interest payments

17 PERFORMANCE BOND / PERFORMANCE CASH DEPOSIT

17.1 Without expense to the County Council the Developer [and the Performance Bond Surety] shall on the date of this Agreement [enter into the Performance Bond] [pay the Performance Cash Deposit] to the County Council] for each and all of the Highway Works and the Developer [and Performance Bond Surety] shall be bound to the County Council in the amount of the [Performance Figure] for the Highway Works

17.2 Should the Developer default in the execution of its obligations to carry out any or all of the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council may (subject to the provisions hereinafter contained) itself carry out the Highway Works and maintain the same as aforesaid having first called upon the [Performance Bond Surety] [Performance Cash Deposit] for the cost to be expended in so doing

- 17.2.1 Unless there is a danger to users of the highway the County Council shall give twenty (20) working days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under Paragraph 17.2
- 17.2.2 any notice served under this paragraph shall specify the period of the notice ("the Notice Period") the extent of the work which the County Council proposes to carry out and full details of all matters in respect of which the Director considers that the Highway Works have not been carried out in accordance with the terms of this Agreement
- 17.2.3 if before the expiry of the Notice Period the Developer serves written notice upon the County Council that the Developer intends diligently to execute the works specified in the notice in accordance with the terms of this Agreement and specifies a time to complete that the County Council considers reasonable in the circumstances the County Council shall not be entitled to execute the relevant part or parts of the Highway Works specified in the notice served under this paragraph unless the Developer then fails to execute those works within the agreed time scale
- 17.3 If the Developer should default in the execution of its obligations to carry out any or all of the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the [Performance Bond Surety] [Performance Cash Deposit] to provide the full Performance Figure (or such sum that remains following reduction of the [Performance Bond] [Performance Cash Deposit] in accordance with Paragraph 14.4 of this Schedule) in accordance with this Agreement. Save that the County Council after all works are completed and all contracts and any contract claims settled will return any Performance Bond sum unused with interest at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request to the [Performance Bond Surety] [Developer] within one month of all the aforementioned completing and settling. If for any period the Bank of England Base Rate

is at or below 0.02% then no interest shall be payable for that period by any party to this Agreement

18 COMMUTED SUMS FOR MAINTENANCE

18.1 Prior to the date of this Agreement the Developer shall pay to the County Council the Commuted Sums calculated as follows:

	£
Roads	
Footways	
Street Lighting	
Drainage	
Traffic Signals	
Verges, Trees and Street Furniture	

19 LEGAL AND ADMINISTRATIVE COSTS

19.1 The Developer shall pay to the County Council:-

19.1.1 the whole of the costs of the County Council's Legal Services Department in connection with the preparation and completion of this Agreement and these costs shall be payable prior to sealing of this Agreement;

19.1.2 interest at four per cent above the Bank of England Base Rate from time to time on any sum due to the County Council under this Agreement which is outstanding for more than twenty-eight (28) days from the date on which it was demanded or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to clause 4.1 of this Agreement the said twenty-eight (28) day period shall run from the date of the decision of the arbitrator (such interest to be charged on the amount outstanding each day from the date of issue of a written demand for any sum due or in the event that a dispute or difference regarding such payment is referred to arbitration

pursuant to clause 4.1 of this Agreement such interest to be charged on the amount outstanding each day from the date of issue of the decision of the arbitrator)

19.1.3 The greater of £5000 (Five thousand pounds) or 7½% of the Performance Figure (excluding the costs associated with statutory undertakers work and traffic management) for the Highway Works towards the costs and expenses of the County Council of checking the design of each and all of the Highway Works and inspecting each and all of the Highway Works such sum shall be payable prior to sealing of this Agreement

19.1.4 the reasonable cost to the County Council of undertaking Road Safety Audits and also the cost of the safety checks of details submitted which sum shall be payable prior to the safety audit commencing

19.1.5 the cost of any temporary and permanent traffic regulation orders which sum shall be payable prior to any work on the making of such order being commenced

19.1.6 the full cost of any other road traffic orders required to facilitate the Highway Works which sum shall be payable prior to any work on the making of such order being commenced

[19.1.7 In cases where it may be necessary to enter into a Section 4 or 6 agreement under the Highways Act 1980, the cost of inspecting each and all of the Highway Works on behalf of Highways England, the cost of checking the design of each and all of the Highway Works on behalf of Highways England, the cost of any Highways England fees, and the reasonable cost of County Council administrative and legal fees, which sums shall be payable prior to the sealing of this Agreement]

[19.1.8 the whole of the costs of the County Council in connection with surveying and assessing the land upon which the Highways Works are to be constructed and land in the vicinity of the Highway Works as deemed necessary by the County Council in order to provide the Compensation Figure for the Compensation

Bond, and these costs shall be payable prior to sealing of this Agreement]

20 PARTS I AND II OF THE LAND COMPENSATION ACT 1973

Part I and II Claims

20.1 [On the date of this Agreement and without expense to the County Council the Developer shall [enter into a Compensation Bond with the Compensation Bond Surety] [pay the Compensation Cash Deposit to the County Council] [and the Compensation Bond Surety shall be bound with the [Owner/Developer] and County Council in the amount of the Compensation Figure]

20.2 The Compensation Bond [Compensation Cash Deposit] shall provide that should the Developer default in any way in his obligation to pay to the County Council the sums specified in paragraph 16 of this Schedule the County Council may call upon the Compensation Surety [Compensation Cash Deposit] to pay the sums due under paragraph 16 and paragraph 20.4 of this Schedule to the County Council or any shortfall in the event that some of the monies have already been paid to the County Council]

Part I Claims - Depreciation Caused By Public Works

20.3 [Upon the date which falls seven (7) years from the point at which the last of the Highway Works is first open to public traffic and if all duly made claims are settled the County Council will release the Developer [and the Compensation Surety] from all subsisting obligations under the Compensation Bond [Compensation Cash Deposit and the remainder of the Cash Deposit shall be returned together with interest as applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this Agreement.] save that if all duly made claims are not settled all but an amount reasonably sufficient to settle such claims will be released]

20.4 The Developer hereby undertakes and agrees with the County Council that in the event of any claim for compensation or otherwise or costs or charges arising in connection with or incidental to or in consequence of

the carrying out of the Highway Works whether mandatory or discretionary which may be incurred by virtue of any enactment or statutory instrument and otherwise hereby provided for he will hold the County Council fully indemnified from and against all claims charges costs and expenses in connection therewith or arising therefrom

Part II Claims

20.5 The Developer covenants with the County Council to comply with the requirements of the Noise Insulation Regulations 1975 (SI 1975/1763) as amended and to provide to the County Council such evidence as is required by the Director to demonstrate compliance with the Noise Insulation Regulations 1975 prior to the issuing by the County Council of the Certificate of Final Completion in accordance with paragraph 15.3 of this Schedule

SCHEDULE II.A

Performance Bond Agreement

DATED 20

Developer----- (1)

- and -

-Surety--- (2)

PERFORMANCE BOND

relating to the development of land at [redacted] Suffolk

BY THIS BOND _____ **LIMITED** of _____

_____ (“the Developer”) and
_____ (“the Surety”) are held and firmly bound to **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2DH (“the County Council”) in the sum of £_____ (_____ pounds) to be paid to the County Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Developer and the Surety have hereunto executed and delivered the same on but not before this _____ day of _____ Two thousand and _____

1. The Developer has entered into an Agreement under seal with the County Council of even date made under Section 278 of the 1980 Act whereby the Developer undertook at its own expense to carry out works as set out in Schedule III of the said Agreement and shown in the Works Drawings annexed to the said Agreement (“the Highway Works”)
2. It is intended that this Bond shall be construed as one with the said Agreement

NOW THE CONDITION of the above-written Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the said Agreement (in so far as they relate to the Highway Works) on the Developer’s part to be performed and observed according to the true intent and meaning thereof or if on default by the Developer the Surety shall duly satisfy and discharge the damages sustained by the County Council up to the amount of the above-written

Bond then the above-written Bond shall be null and void but otherwise shall remain in full force and effect **PROVIDED ALWAYS** that the giving by the County Council of any extension of time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

The COMMON SEAL of
[DEVELOPER])
was hereunto affixed)
in the presence of)

Director

Secretary

The COMMON SEAL of
[SURETY])
was hereunto affixed)
in the presence of)

Director

Secretary

SCHEDULE II.B

COMPENSATION BOND

Bond Agreement

DATED 20

Developer (1)

and

Surety (2)

COMPENSATION BOND

relating to the development of land at
Suffolk

BY THIS BOND DEVELOPER (“the Developer”) and **NHBC/OTHER SURETY** (“the Surety”) are held and firmly bound to **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (“the County Council”) in the sum of £XXXX (SUM IN WORDS) to be paid to the County Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Developer and the Surety have hereunto affixed their respective Common Seals and delivered the same on but not before this day of Two thousand and

1. In an agreement under seal with the county council of even date made under section 278 of the highways act 1980 (“the 1980 act”) the Developer undertook at its own expense to enter into a compensation bond, whereby the surety shall be bound with the Developer and County Council in the amount of [total amount in words £xxx total] (comprising Part 1 amount words and numbers which is the amount which the County Council’s Executive Director and Assistant Director of Growth, Highways and Infrastructure (property) reasonably considers sufficient to meet the likely cost of settling claims and connected costs under part I of the Land Compensation Act 1973; and

PART 2 AMOUNT WORDS AND NUMBERS which is the amount which the County Council’s Executive Director of Growth, Highways and Infrastructure and Assistant Director of Growth, Highways and Infrastructure (Property) reasonably consider sufficient to meet the likely cost of settling claims and connected costs under Part II of the Land Compensation Act 1973 [and Noise Insulation Regulations 1975]

2. It is intended that this Bond shall be construed as one with the said agreement under section 278 of the 1980 Act

NOW THE CONDITION of the above-written Bond is such that

3. If the Surety has duly settled and discharged the claims made to the County Council under part 1 of the Land Compensation Act 1973, then upon the date

which falls seven years from the point at which the last of the Highway Works is first open to public traffic then the County Council will release the Developer and the Surety from all subsisting obligations under the Compensation Bond and if all duly made claims are not settled, all but an amount which the Executive Director of Growth, Highways and Infrastructure considers reasonably sufficient to settle such claims will be released; **AND**

4. If the Surety has duly settled and discharged the claims made to the County Council under part 2 of the Land Compensation Act 1973, then upon the date which falls one year from the point when the Highway came into use or was adopted whichever is the later, then County Council will release the Developer and the Surety from all subsisting obligations under the Compensation Bond and if all duly made claims are not settled all but an amount which the Executive Director of Growth, Highways and Infrastructure considers reasonably sufficient to settle such claims will be released

THEN the above-written Bond shall be null and void but otherwise shall remain in full force and effect

PROVIDED ALWAYS that the giving by the County Council of any extension of time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

The COMMON SEAL of)
[DEVELOPER])
was hereunto affixed)
in the presence of)

Director

Secretary

The COMMON SEAL of)
[SURETY])
was hereunto affixed)
in the presence of)

Director

Secretary

SCHEDULE III

The Highways Works comprising the following works:

<u>Location</u>	<u>Works</u>	<u>Delivery Programme</u>

Timescales: The Highways Works are to be commenced within 12 (twelve) months of the date of this Agreement and completed within 3 (three) months of commencement of the Highway Works

DRAFT

SCHEDULE IV

Approved List of drawings

	Title	Drawing number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

DRAFT

COMMUNITY SELF-HELP SCHEME



COMMUNITY SELF-HELP SCHEME

**FOR COMMUNITY VOLUNTEERS
WORKING IN THE HIGHWAY**

Section 101 Local Government Act 1972

COMMUNITY SELF-HELP SCHEME

1. INTRODUCTION

- 1.1 This agreement is to enable town / parish councils to undertake agreed works on or affecting the public highway subject to the terms set out below.
- 1.2 Suffolk County Council, as the highway authority, has a duty to uphold and protect the rights of the public to use and enjoy all highways for which it is responsible.
- 1.3 Suffolk County Council, as the highway authority, remains bound by statute (Highways Act 1980) to maintain the highway network in a safe condition. The County Council sets out in its policies the level of service it will provide to discharge its duty to maintain.

2. TERMS of the AGREEMENT

2.1 Suffolk County Council commits to:

- Train 'Community Volunteers' in signing, lighting and guarding to ensure work locations suitably meet Chapter 8 of the Traffic Signs Manual.
- Provide a selection of properly maintained tools, equipment and signs.
- Provide public liability insurance (but no other forms of insurance) for any works done by the community volunteers provided that:
 - the work is done in accordance with Suffolk County Council's Highway Maintenance Operational Plan ("HMOP") and/or the Highways Infrastructure Asset Management Plan and
 - any necessary traffic management (including signs) is deployed by a Chapter 8 qualified person.

2.2 The town / parish council shall nominate one or more Community Volunteers as 'Community Volunteer Supervisors' who will lead the Community Volunteers, be the point of contact with Suffolk County Council, and shall:

- Plan and prioritise the intended work of themselves and the Community Volunteers
- Liaise with Suffolk Highways' Engagement Officer to avoid any clashes with work planned by Suffolk County Council, to arrange the loan of equipment (if needed) and to seek advice and assistance as appropriate
- Produce and retain a written risk assessment for each piece of work.

COMMUNITY SELF-HELP SCHEME

- Arrange for the collection, safe storage and return of any equipment borrowed from Suffolk County Council
- Ensure any defects meeting the intervention criteria stated in the HMOP are referred to Suffolk County Council through the online highways reporting tool (<https://highwaysreporting.suffolk.gov.uk/>) for assessment, when they are identified.
- Ensure that a suitably qualified person places and removes any traffic management barriers and signs in accordance with Chapter 8 of the Traffic Signs Manual

2.3 The Community Volunteer Supervisors may also act to:

- help people access information published by Suffolk County Council,
- help people use online reporting tools developed by Suffolk County Council,
- liaise on behalf of the community with neighbours to request them to discharge their responsibilities, for example for trimming back vegetation

3. Scope of Works

Under the terms of this agreement, the following range of work may be undertaken:

- 3.1 Weed clearance – removal of excess weed growth from footpaths and footways.
- 3.2 Sign cleaning – cleaning of highway signs
- 3.3 Painting street furniture – appropriate for previously painted street furniture such as heritage lighting columns, guard posts, pedestrian guardrails and bridge parapets
- 3.4 Siding out – removal of grass, soil and weeds encroaching upon footpaths and footways
- 3.5 Cleaning around gullies – removal of soil and debris from around gully frames and gratings.
- 3.6 Small drainage works – the removal of vegetation and debris from water channels (excluding ditches) and grips.
- 3.7 Grass cutting – cutting of grass verges and banks.

COMMUNITY SELF-HELP SCHEME

- 3.8 Finger post repairs – maintenance, replacement and repair of finger posts.
- 3.9 Hedge/tree cutting – cutting back of hedges on roadside banks and verges and small branches and offshoots of trees that obstruct the highway or obscure road signs.
- 3.10 Wildlife verge management – active management of verges to support native wildlife
- 3.11 Collect highway information – record the location of drainage features or other highway features.
- 3.12 Other works – as agreed with Suffolk Highways’ Engagement Officer or other nominated authorised Suffolk Highways representative.

4. Conditions

The following conditions apply:

- 4.1 No works will be undertaken to the road surface level.
- 4.2 No works shall be undertaken by standing on the road surface unless the road is closed to all traffic or traffic management is in place in accordance with Chapter 8 of the Traffic Signs Manual
- 4.3 The traffic management must be provided by Highways Rangers (i.e. suitably qualified employees of town councils), Suffolk Highways or by a suitably qualified traffic management organisation, whose details are submitted to the County Council in advance of any works starting,
- 4.4 Annex A sets out the work that the local council wishes to undertake and whether the traffic management will be provided by Highways Rangers, Suffolk Highways or another suitably qualified traffic management organisation.
- 4.5 Annex A can be jointly amended by the local council and Suffolk County Council to reflect the scope of works that the local council may wish to undertake
- 4.6 No machinery or equipment, such as brush cutters, strimmers, chain saws sprayers etc., shall be used on the public highway without proof of competency of the machinery/equipment user along with current certification
- 4.7 All machinery and tools used in carrying out the works must be regularly and properly maintained, inspected and serviced to a safe standard of operation.

COMMUNITY SELF-HELP SCHEME

- 4.8 All works carried out in the highway must be carried out using suitable personal protective equipment (“PPE”) for the level of risk identified in the risk assessment.
- 4.9 The local council must maintain a full record of Community Volunteers and Community Volunteer Supervisors carrying out works and activities undertaken including risk assessments and provide any such records if requested by Suffolk County Council.
- 4.10 The local council will provide Suffolk County Council with an annual summary of all work it has undertaken under the terms of this agreement to provide an annual record of achievements and help promote the Community Self Help scheme.
- 4.11 The local council must ensure it complies with the General Data Protection Regulation 2018 and all other applicable data protection legislation. The Community Volunteers and Community Volunteer Supervisors must consent to their personal data being retained for the purposes of this agreement by Suffolk County Council before undertaking any work.
- 4.12 Any accident, incident, dispute or claim of which the local council becomes aware must be reported immediately to Suffolk County Council.

5. Insurance

- 5.1 Provided the local council carries out works in accordance with this agreement then any accidental damage to **third party property** or **injury to a third party** will be covered by Suffolk County Council’s public liability insurance.
- 5.2 In the event that the local council carries out works that are outside this agreement then the local council will be liable for any third-party injury or damage to property. In such circumstances, the local council will indemnify Suffolk County Council against any claims made against it, or any payments made by Suffolk County Council in consequence.
- 5.3 Suffolk County Council will **not** be liable for any damage to property belonging to or injury to any Highways Rangers or Highways Volunteers working on behalf of the local council, whether in a volunteering capacity or otherwise in carrying out works within the scope of this agreement.
- 5.4 The local council agrees to take out and maintain suitable public liability insurance cover to a minimum value of £5 million with an insurer reasonably acceptable to Suffolk County Council on terms that are sufficient to indemnify Suffolk County Council in accordance with paragraph 5.2 above and will allow Suffolk County Council to inspect the insurance certificate.

COMMUNITY SELF-HELP SCHEME

6. Agreement and Signatures

This agreement between Suffolk County Council and West Row Parish Council only relates to those activities undertaken in accordance with the Community Self Help Scheme and by its community volunteers.

6.1 Signed and dated on behalf of Suffolk County Council by

Name (print): _____ [REDACTED]

Signature: _____ [REDACTED]

Position/Role: _____ Community Liaison Manager

Date: _____ 24/10/2025

6.2 Signed and dated on behalf of West Row Parish Council by:

Name (print): _____ [REDACTED]

Signature: _____ [REDACTED]

Position/Role: _____ Parish Clerk

Date: _____ 23/10/2025

COMMUNITY SELF-HELP SCHEME

ANNEX A

Summary of works to be undertaken by the town / parish council on roads where the designated speed limit is **30mph or less** (please tick where appropriate):

TYPE OF WORKS	WORK TO BE DONE	TRAFFIC MANAGEMENT PROVIDER		
		COMMUNITY VOLUNTEER SUPERVISOR	SUFFOLK HIGHWAYS	** OTHER ORGANISATION (Please name)
Weed clearance	✓			
Sign cleaning	✓			
Painting street furniture	✓			
Cleaning round gullies	✓			
Siding out	✓			
Small drainage works	✓			
Grass cutting	✓			
Fingerpost repairs	✓			
Hedge cutting	✓			
Tree pruning/branch removal	✓			
Wildlife verge management	✓			
Other works (please detail):	✓			

Summary of works to be undertaken by the town / parish council on roads where the designated speed limit is **40mph or more** (please tick where appropriate):

TYPE OF WORKS	WORK TO BE DONE	TRAFFIC MANAGEMENT PROVIDER	
		SUFFOLK HIGHWAYS	** OTHER ORGANISATION (Please name)
Weed clearance	✓		
Sign cleaning	✓		
Painting street furniture	✓		
Cleaning round gullies	✓		
Siding out	✓		
Small drainage works	✓		
Grass cutting	✓		
Fingerpost repairs	✓		
Hedge cutting	✓		
Tree pruning/branch removal	✓		
Wildlife verge management	✓		
Other works (please detail):	✓		

** 'Other organisation' can also mean the organisation providing the Highways Rangers.



SUFFOLK COUNTY COUNCIL

COMMUNITY SELF-HELP SCHEME

PARISH/TOWN COUNCIL

HIGHWAY CONTRACTOR CONSENT FORM

COMMUNITY SELF-HELP SCHEME

PARISH/TOWN COUNCIL HIGHWAY CONTRACTOR CONSENT FORM

Parish/Town Council:	
Tel No:	
Name of Council's representative:	
Email:	
Address:	

Nature of Works to be undertaken by the Parish/Town Council's Contractor:

30 mph roads		40mph+ roads	
Road traffic sign cleaning		Road traffic sign cleaning	
Fingerpost cleaning/painting/repair		Fingerpost cleaning/painting/repair	
Cleaning/painting of fences		Cleaning/painting of fences	
Tree pruning/branch removal		Tree pruning/branch removal	
Hedge cutting/pruning		Hedge cutting/pruning	
Siding out footways		Siding out footways	
Grass verge cutting		Grass verge cutting	
Weed killing/removal		Weed killing/removal	
Repairing roadside passing places		Repairing roadside passing places	
Specific other work as detailed below:			
Location of the Works:			
Date of Works commencement:			
Date of Works completion:			

Contractor details:

Company/contractor:	
Contractor name:	
Address:	

COMMUNITY SELF-HELP SCHEME

Tel No.:	
Email:	

I hereby confirm that the above information accurately reflects our company and the type of Works that we will be carrying out on behalf of

Signed:

Date:

Print Name

Contractor statement:

I confirm that I/we do hold Public Liability Insurance cover for at least £5 million in respect of all claims which might arise from working on the highway. I also confirm that I am/we are suitably trained to work on the highway and that the terms and conditions of this consent have been read and understood and I/we agree to be bound by them, in our capacity as the 'Parish/Town Council's Contractor'.

Signed:Date:.....

Print Name

NOTE: Please send the completed form to the address below (giving at least two weeks' notice).

Where the nature of the works warrants it, Suffolk County Council may require further details such as plans and specifications before granting this consent and, once received, any such plans and specifications will be attached to this consent and considered to be part of the defined Works.

Suffolk County Council c/o Suffolk Highways, Phoenix House, 3 Goddard Road, Ipswich, Suffolk IP1 5NP. Tel: 0345 606 6171 E-mail: communityselfhelp@suffolkhighways.org

SUFFOLK COUNTY COUNCIL HEREBY GRANTS permission to the Contractor to carry out the aforementioned defined work in the highway subject to the terms and conditions and the special conditions below:

Special conditions:
.....
.....

Signed on behalf of Suffolk CC:

Print Name:

Job title:

COMMUNITY SELF-HELP SCHEME

Date:

TERMS AND CONDITIONS

1. This consent takes effect when dated, as above, and continues until terminated by the County Council or the Works are completed (whichever is the earlier).
2. Termination of this consent shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the consent which existed at or before the date of termination.
3. This consent only applies to the extent of the Works insofar as such works are undertaken within the highway.
4. The Contractor shall ensure that the County Council's Network Assurance Team is notified (networkassurance@suffolk.gov.uk) in advance of undertaking the Works, particularly if a temporary road closure is required (for which there is a minimum 3 months' notice period).
5. All signing and guarding measures must comply with the *Safety at Street Works and Road Works: a Code of Practice - October 2013* in conjunction with both the *Traffic Signs Regulations and General Directions 2016* and Chapter 8 of the *Traffic Signs Manual 2009*.
6. In carrying out the Works, the Contractor shall comply with all applicable law, guidance and good practice guidelines.
7. The Contractor's operatives and supervisors working on the highway should be trained to a suitable level to carry out the Works and to erect the signing and guarding measures required.
8. The Contractor shall ensure that the public are excluded from the working area and a surrounding safety zone whilst the Works are being carried out by means of barriers and signs and /or by obtaining a temporary road closure notice or order.
9. The Contractor shall make good any damage to the highway caused as a result of the Works and, if the Contractor fails to make good to the standard and / or timescales required by the County Council, the County Council reserves the right to make good the damage, the cost of which shall be recoverable against the Contractor.
10. The Contractor will cease the Works immediately upon any dispute arising over the boundary of the highway or encroachment onto private property and any such dispute is to be immediately notified to the County Council. The Works shall not recommence until the County Council states it is satisfied such dispute is resolved.
11. Any dispute regarding damage to private property shall be fully resolved by the local council and the local council's Contractor at no cost to the County Council and the Contractor shall make made good any damage caused to private property arising from the Works.

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12. The Contractor shall not cause a nuisance or a danger to users of the highway or to property of land owners adjacent to the area affected by the Works.
13. Anybody working on the highway must be covered by at least £5 million of public liability insurance. The insurance must cover the activity described in carrying out the Works, specifically on the highway.
14. The Contractor shall indemnify the County Council and the council against any injury or loss caused by the Works or other activity undertaken by the Contractor. The County Council accepts no liability for any damage, loss or claim resulting from the Works.
15. The Contractor (and the council where appropriate) will upon demand by the County Council supply all information reasonably required in connection with carrying out the Works.
16. The Contractor shall adopt safe systems of working in the highway, ensuring that site-specific risk assessments are carried out prior to the Works starting so that full account is taken of the working environment and the impact that such work will have on local residents and road users.
17. Residents and businesses affected by the Works shall be consulted beforehand by either the council and/or the Contractor.
18. Owners of any private vegetation should be consulted by either the council and/or the Contractor before it is cut back to the edge of the highway or from around signs.

COMMUNITY SELF-HELP SCHEME

COMMUNITY SELF-HELP SCHEME



COMMUNITY SELF-HELP SCHEME

HIGHWAYS RANGERS

Section 101 Local Government Act 1972

COMMUNITY SELF-HELP SCHEME

1. INTRODUCTION

- 1.1 This agreement enables trained individuals already employed/engaged by a council to undertake agreed works on or affecting the public highway in the capacity of a 'Highways Ranger' subject to the terms set out below.
- 1.2 Suffolk County Council, as the highway authority, has a duty to uphold and protect the rights of the public to use and enjoy all highways for which it is responsible.
- 1.3 Suffolk County Council, as the highway authority, remains bound by statute (Highways Act 1980) to maintain the highway network in a safe condition. The County Council sets out in its policies the level of service it will provide to discharge its duty.

2. TERMS of the AGREEMENT

- 2.1 Suffolk County Council commits to:
 - Loan properly maintained tools, equipment and signs to Highways Rangers, subject to confirmation of their competency to work within the public highway.
 - Provide public liability insurance (but no other forms of insurance) for any works done by the Highways Rangers provided that:
 - the work is done in accordance with Suffolk County Council's Highway Maintenance Operational Plan ("HMOP") and Highway Infrastructure Asset Management Plan and
 - any necessary traffic management (including signs) is deployed by a person qualified in Traffic Signs Manual Chapter 8.
- 2.2 The local council shall nominate one or more Highways Stewards as the point of contact with Suffolk County Council who shall:
 - Plan and prioritise the intended work
 - Liaise with Suffolk County Council's Network Assurance Team to avoid any clashes with work planned by Suffolk County Council, to arrange the loan of equipment (if needed) and to seek advice and assistance as appropriate
 - Produce and retain a written risk assessment for each piece of work
 - Arrange for the collection, safe storage and return of any equipment borrowed from Suffolk County Council

COMMUNITY SELF-HELP SCHEME

- Ensure any defects meeting the intervention criteria stated in the HMOP are referred to Suffolk County Council through the online highways reporting tool <https://highwaysreporting.suffolk.gov.uk/>) for assessment.
- Ensure that at least one of the Highways Rangers is a suitably qualified person who can place and remove any traffic management barriers and signs in accordance with Chapter 8 of the Traffic Signs Manual.

3. Scope of Works

Under the terms of this agreement the following range of work may be undertaken:

- 3.1 Weed clearance – removal of excess weed growth from footpaths and footways.
- 3.2 Sign cleaning – cleaning of highway signs
- 3.3 Painting street furniture – appropriate for previously painted street furniture such as heritage lighting columns, guard posts, pedestrian guardrails and bridge parapets
- 3.4 Siding out – removal of grass, soil and weeds encroaching upon footpaths and footways
- 3.5 Cleaning around gullies – removal of soil and debris from around gully frames and gratings.
- 3.6 Small drainage works – the removal of vegetation and debris from water channels (excluding ditches) and grips.
- 3.7 Grass cutting – cutting of grass verges and banks.
- 3.8 Finger post repairs – maintenance, replacement and repair of finger posts.
- 3.9 Hedge/tree cutting – cutting back of hedges on roadside banks and verges and small branches and offshoots of trees that obstruct the highway or obscure road signs.
- 3.10 Wildlife verge management – active management of verges to support native wildlife
- 3.11 Collect highway information – record the location of drainage features or other highway features.
- 3.12 Other works – as agreed through Suffolk Highways' Engagement Officer or other nominated authorised Suffolk Highways representative

COMMUNITY SELF-HELP SCHEME

The Highways Rangers may also:

- help people access information published by Suffolk County Council,
- help people use online reporting tools developed by Suffolk County Council,
- liaise on behalf of their community with neighbours to request them to discharge their responsibilities, for example for trimming back vegetation.

4. Conditions

The following conditions apply:

- 4.1 No works will be undertaken to the road surface level.
- 4.2 No works shall be undertaken by standing on the road surface unless the road is closed to all traffic or traffic management is in place in accordance with Chapter 8 of the Traffic Signs Manual
- 4.3 The traffic management is expected to be provided by the Highways Rangers but, if the Highways Rangers are unable to do so, it can alternatively be provided by Suffolk Highways or by a suitably qualified traffic management organisation, whose details are submitted to the County Council in advance of any works.
- 4.4 Annex A sets out the work that the local council wishes to undertake and who will provide the traffic management.
- 4.5 Annex A can be jointly amended by the local council and Suffolk County Council to reflect the scope of works that the local council may wish to undertake
- 4.6 No machinery or equipment, such as brush cutters, strimmers, chain saws sprayers etc., shall be used on the public highway without proof of competency of the Highways Ranger along with current certification
- 4.7 All machinery and tools used by the Highways Ranger in carrying out the works must be regularly and properly maintained, inspected and serviced to a safe standard of operation.
- 4.8 All works carried out in the highway must be carried out using suitable personal protective equipment (“PPE”) for the level of risk identified in the risk assessment.

COMMUNITY SELF-HELP SCHEME

- 4.9 The local council must maintain a full record of Highways Rangers carrying out works and activities undertaken including risk assessments and provide any such records if requested by Suffolk County Council.
- 4.10 The local council will provide Suffolk County Council with an annual summary of all work it has undertaken under the terms of this agreement to provide an annual record of achievements and help promote the Community Self Help scheme.
- 4.11 The local council must ensure it complies with the General Data Protection Regulation 2018 and all other applicable data protection legislation. The Highways Rangers must consent to their personal data being retained for the purposes of this agreement by Suffolk County Council before undertaking any work.
- 4.12 Any accident, incident, dispute or claim of which the local council becomes aware must be reported immediately to the Suffolk County Council Community Warden.

5. Insurance

- 5.1 Provided the local council carries out works in accordance with this agreement then any accidental damage to **third party property** or **injury to a third party** will be covered by Suffolk County Council's public liability insurance.
- 5.2 In the event that the local council carries out works that are outside this agreement then the local council will be liable for any third-party injury or damage to property. In such circumstances, the local council will indemnify Suffolk County Council against any claims made against it, or any payments made by Suffolk County Council in consequence.
- 5.3 Suffolk County Council will **not** be liable for any damage to property belonging to or injury to any Highways Ranger working on behalf of the local council, whether in a volunteering capacity or otherwise in carrying out works within the scope of this agreement.
- 5.4 The local council agrees to take out and maintain suitable public liability insurance cover to a minimum value of £5 million with an insurer reasonably acceptable to Suffolk County Council on terms that are sufficient to indemnify Suffolk County Council in accordance with paragraph 5.2 above and will allow Suffolk County Council to inspect the insurance certificate.

COMMUNITY SELF-HELP SCHEME

6 Signatures

This Agreement between Suffolk County Council andCouncil only relates to activities undertaken in accordance with the Community Self-Help Scheme.

6.1 Signed and dated on behalf of Suffolk County Council by:

Name (print) _____

Signature _____

Position/Role _____

Date _____

6.2 Signed and dated on behalf of Council by:

Name (print) _____

Signature _____

Position/Role _____

Date _____

COMMUNITY SELF-HELP SCHEME

ANNEX A

Summary of works to be undertaken by the local council on roads where the designated speed limit is **30mph or less** (please tick where appropriate):

TYPE OF WORKS	WORK TO BE DONE	TRAFFIC MANAGEMENT PROVIDER		
		HIGHWAYS RANGERS	SUFFOLK HIGHWAYS	OTHER ORGANISATION
Weed clearance				
Sign cleaning				
Painting street furniture				
Cleaning round gullies				
Siding out				
Small drainage works				
Grass cutting				
Fingerpost repairs				
Hedge cutting				
Tree pruning/branch removal				
Wildlife verge management				
Specific other forms of work (please detail):				

Summary of works to be undertaken by the local council on roads where the designated speed limit is **40mph or more** (please tick where appropriate):

TYPE OF WORKS	WORK TO BE DONE	TRAFFIC MANAGEMENT PROVIDER		
		HIGHWAYS RANGERS	SUFFOLK HIGHWAYS	OTHER ORGANISATION
Weed clearance				
Sign cleaning				
Painting street furniture				
Cleaning round gullies				
Siding out				
Small drainage works				
Grass cutting				
Fingerpost repairs				
Hedge cutting				
Tree pruning/branch removal				
Wildlife verge management				
Specific other forms of work (please detail):				

Criteria for Dropped Kerb Accesses

Introduction

This criteria applies for permission to construct, extend or alter a domestic dropped kerb for one or two dwellings.

If you want permission for an access to serve more than two dwellings or for industrial, commercial, or agricultural premises, please contact the Development Management Team at highways.developmentcontrol@suffolk.gov.uk

Please read the full document below before completing the application form and sending, with any relevant documentation to:

Dropped.kerbs@suffolkhighways.org

Alternatively, a completed application form can be posted to:

Suffolk Highways
Phoenix House
3 Goddard Road
Ipswich
Suffolk
IP1 5NP

The word **Highway** means the carriageway (road), footway (pavement), public rights of way and verges beyond your property boundary, maintained by Suffolk County Council (SCC) as the Highway Authority.

When we refer to a dropped kerb, we mean the area between the road edge and your property boundary which you wish to drive over. Our criteria also looks at the provision for your vehicle on your land e.g., dimensions, materials, drainage etc.

On approval, all work associated with the construction or alteration of the access must be met in full by the applicant.

Highways Consent

We are responsible for protecting the rights of all users of the highway. We refer to the following acts: **Highways Act 1980** (Sections 171, 174 & 184), **New Roads and Street Works Act 1991** and **Traffic Management Act 2004**.

Where planning permission is required, either by nature of the road classification, usually 'A', 'B' and 'C' class roads, or by nature of associated works e.g., construction of a new garage, please contact your Local Planning Authority (LPA) to gain consent.

Generally, access onto a 'U' class road does not require planning permission, however it is your responsibility to confirm this with your LPA as this may not be the case in every circumstance.

The category of your road can be found on our List of Streets using this link: [list of streets](#)

Note: *Obtaining approval from SCC is separate from obtaining approval from your LPA.* For further information see **Criteria M – Planning and other Consent**.

Please do not presume that your application will be approved - not all properties along a section of road can have a dropped kerb.

All vehicular access work on the highway requires written permission from us (regardless of whether you have planning permission from the LPA) and no work must start until permission has been granted. Work must be undertaken by a contractor accredited with the New Roads and Street works Act 1991 to carry out work within the public highway and hold a minimum of £5 million public liability insurance.

A full application fee of £430.00 will be charged by us to cover the cost of processing a full application. This includes all administration, site inspections and the recording of works.

The fee is **non-refundable** even if the application is refused.

Once you have sent us all the required information you will be informed of the outcome within 20 working days. If your application is successful, it is valid for **one year** from date of approval letter after which you will be required to submit a new application with all applicable fees.

The application will be considered against the criteria. If you do not meet the criteria, it is likely your application will be refused, so please read these carefully. We will carry out a site inspection to confirm the information you have given us is correct.

In the event of refusal, the reasons for this will be given in the refusal letter. If you disagree with this decision, you can request a peer review. For a peer review to be successful you must be able to provide additional information on how you meet the criteria.

Pre-application Advice

Where your application may differ from the criteria or if you are in any doubt over whether your application will be acceptable, you will need to apply for **pre-application advice**.

Examples of where this may be applicable include:

- Depth of parking space below the SCC standard i.e., less than 4.99 metres but greater than 3.99 metres.
- Second accesses i.e., in/out arrangements.
- Accesses at the rear of a layby where the fundamental purpose of the layby has already changed.
- Impact to on-street parking.
- Road safety.
- Reduction in visibility splay requirements.
- Parallel access parking.

These examples will be explained in more detail in the criteria which follows.

The fee for pre-application advice is £215.00 (which is non-refundable) and any formal advice received is valid for a period of 6 months. If you then continue to a full application this

will be deducted from the full £430.00 fee. If you have not applied for a full application within that 6-month period, you will be required to submit a new application with all applicable fees.

Payment should be made in full at time of application (preferably by a card transaction), failure to do so will mean your application will be returned.

If you need to extend the approval for a further year, this will need to be agreed in writing by SCC and is subject to an additional £100.00 fee.

Pre-application advice is not permission to undertake the work, you MUST complete a full application within the timescales stated.

Criteria

A. Size of Parking Area and Dimensions of Access

The minimum size of a standard parking space must be 2.5 metres wide (3 metres if between solid boundaries, such as walls and fences) by 5 metres deep. If the parking space is in front of a forward projecting garage door(s) the depth required will increase by 1.2 metres. This is so space is available to gain access.

Figures 1 - 3 show what we mean by depth of parking, 'single' and 'shared' access and gives the minimum and maximum dimensions, where applicable.

Figure 1 – Depth of Parking Space

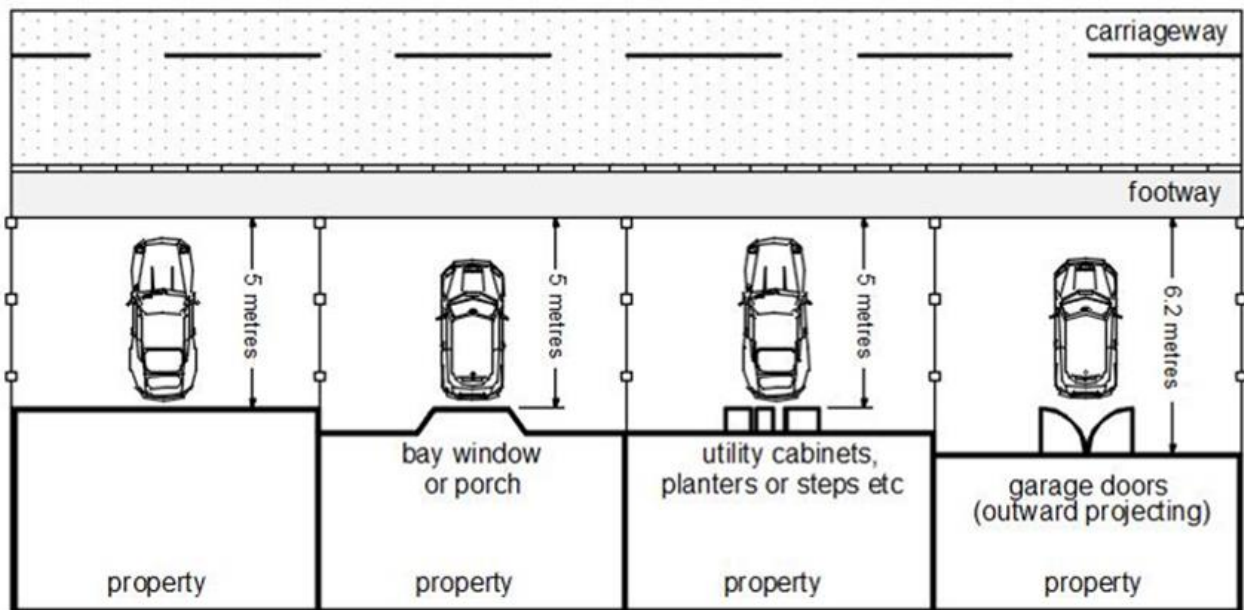
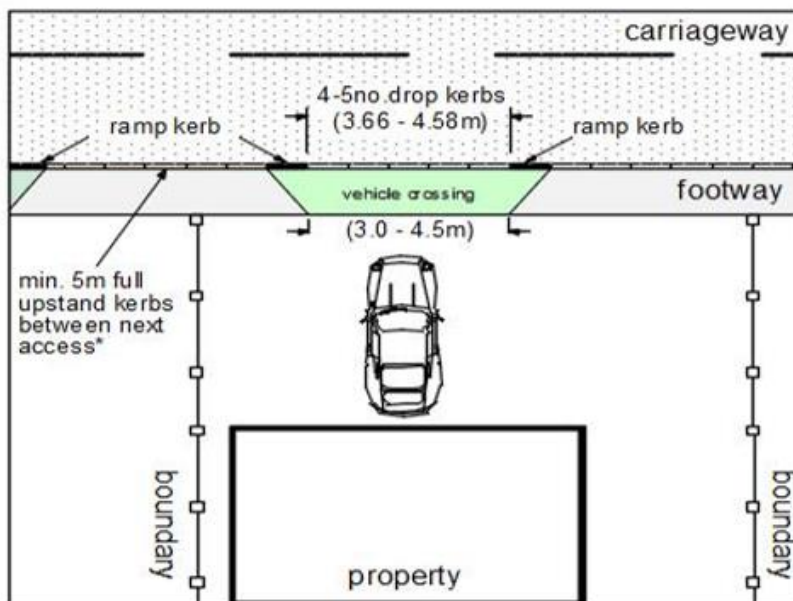
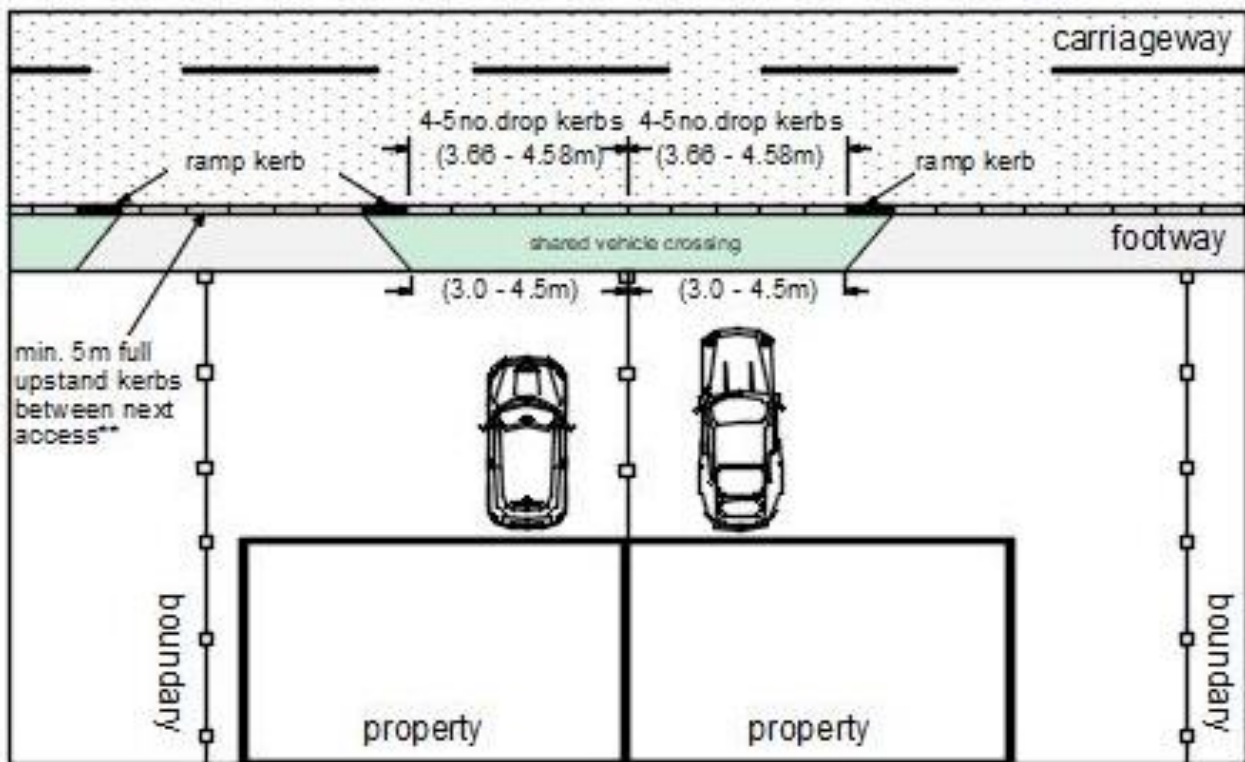


Figure 2 - Single Access



* see Section D for further information

Figure 3 - Shared Access



** see Section D for further information

Where you cannot meet the minimum standards of 5 metres for depth, we will consider an application for a non-standard access depth between 4.00 metres and 4.99 metres.

(Note – for new build homes this departure from standard is not allowed as the parking depth should meet the requirements of the Suffolk Guidance for Parking i.e., 5 metres).

For a non-standard access depth, the approval will include additional conditions, such as:

- Vehicles using the parking space must do so without causing an obstruction to the highway i.e., overhang your property boundary. **Note - it is a legal offence to obstruct the highway and enforcement action can be taken.**
- The approval will be recorded on SCC Land Charges database against the property and will therefore be disclosable on future searches relating to the sale of that property.

B. Electric Vehicles

This criteria will equally apply to petrol/diesel vehicles or alternatively powered vehicles. Electric vehicles (EV) are becoming much more equivalent in size to petrol/diesel vehicles and therefore no differentiation will be made within this criteria.

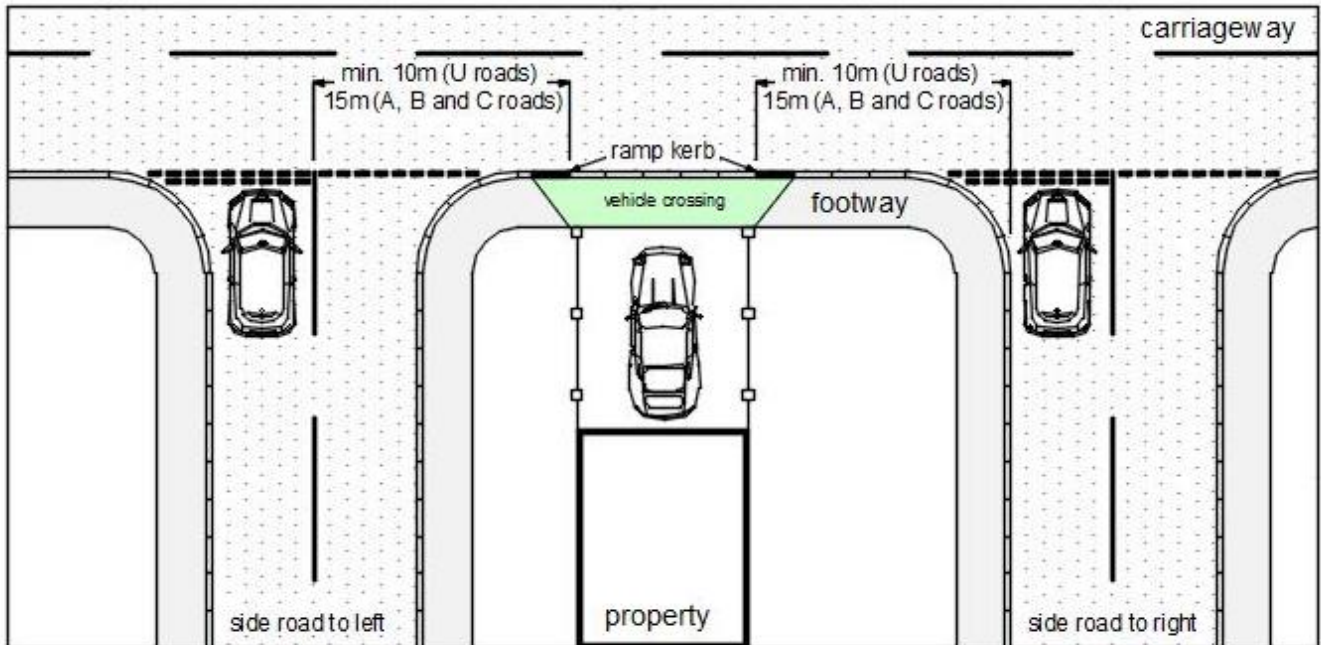
If you do not have access to off-road EV charging, please check the link below. It is not permissible to extend your charging beyond your boundary i.e., cables across, over or under footways/verge to the carriageway.

<https://www.suffolk.gov.uk/roads-and-transport/transport-planning/electric-vehicle-charging-policy/>

C. Distance to Junctions

Your new access or extension to your existing access should not be any closer to a junction than the dimensions shown below. This relates to the position of a vehicle as they exit that junction and is important for visibility and stopping sight distances.

Figure 4 – Distance to Junctions



D. Impact on On-Street Parking

Applications will be approved when the distance between the proposed new access (including extensions to existing) is 5 metres or more (which is considered the minimum size needed for a vehicle to park on the road) as we need to protect on-street parking for the benefit of all road users.

The 5 metre rule will not apply if there is a traffic order in place for permanent restriction of parking at any time (e.g., double yellow lines, clearways, zigzags or yellow box markings).

Applications will be refused where highway parking in the area is managed to the benefit of residents e.g., resident permit parking, communal, disabled or time limited bays.

Where you do not meet the 5 metre rule and you consider that on-street parking issues are not prevalent in your area (i.e., outskirts of a town or in villages), you may still be able to apply using our **pre-application advice service** - where we can assess your application on the evidence you provide.

Examples of evidence may include:

- Photographs at various times of the day showing no on-street parking issues.
- Existing parking culture i.e., all vehicles park down the opposite side of the road.
- Suitable distance from any infrastructure that increases on-street parking needed at peak periods, e.g., schools, football grounds etc.

- Supporting information relating to overall net gain in parking e.g., if space on the property would allow 2 or more vehicles to park at the loss of 1 vehicular space on the highway, then this may be considered.

E. Visibility Splay Requirements

Good visibility is essential to enable drivers coming out of an access to see, and be seen, by motorists and pedestrians using the carriageway or footway. We have requirements for both pedestrian and vehicular visibility.

Any fixed object with a diameter less than 300mm will not be considered an obstruction when determining visibility requirements.

Where you are unable to meet the required visibility standards, relevant to the nominal speed limit (as shown in Figure 5 below), you may want to obtain a speed survey, via SCC data collection team (or a suitable private consultant) to show that the corresponding 85%ile measured speed will reduce the Y dimension of the visibility splay in order to meet the requirements.

Note: The 85%ile speed is the speed at or below which 85 out of 100 motorists drive on a given section of road. This speed indicates the speed that most motorists on the road consider safe and reasonable.

If using a private consultant, the traffic survey must be undertaken in accordance with approved standards, methods and process approved by SCC to ascertain the actual 85%ile speed. Where the 85%ile speed is shown to be within the limits of a lower or higher speed limit then visibility requirements should be adjusted accordingly.

Figure 5 - Vehicle Visibility Requirements (for private accesses)

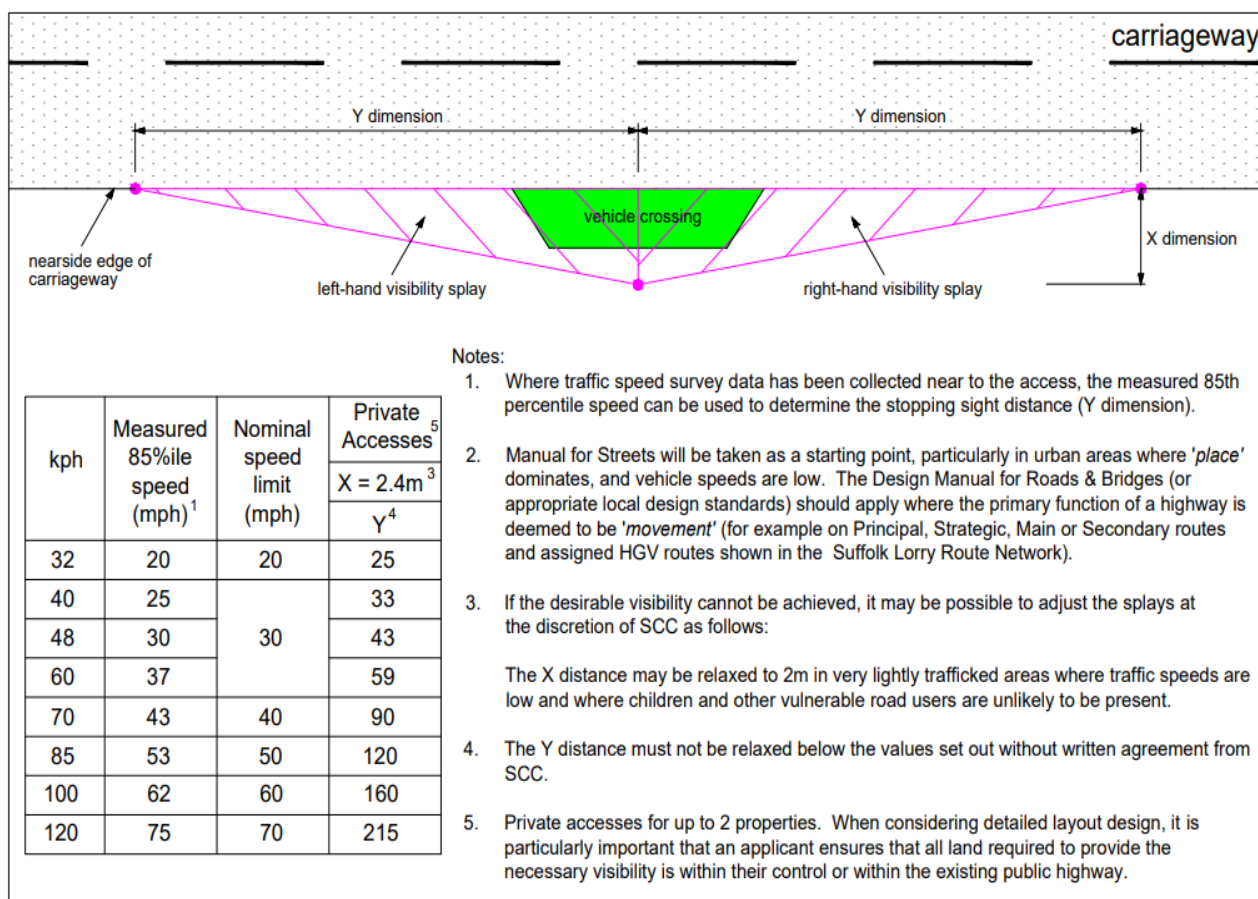
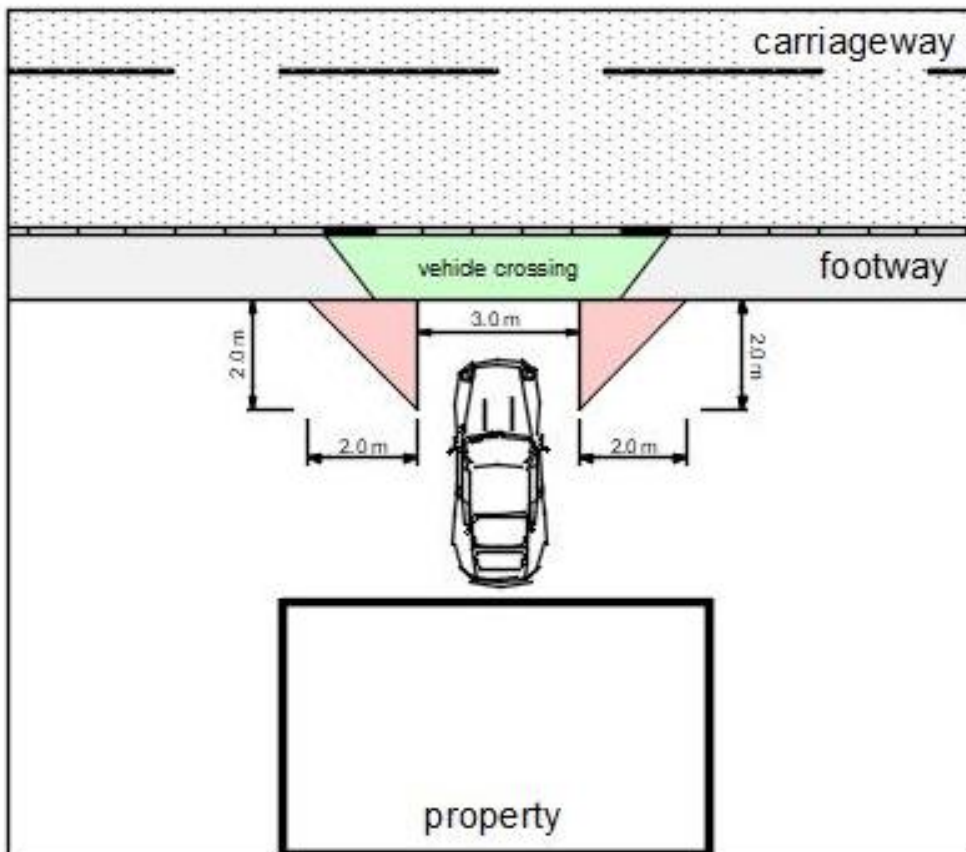


Figure 6 – Pedestrian Visibility Requirements



Any objects (fences, hedges, walls etc) within the area coloured **RED** need to be removed or reduced to a height under 600mm. The 3.0 metre dimension is divided equally about the centre line of the access (i.e., 1.5 metres either side). **Where this width is 4.5 metres this should be 2.25 metres either side.**

F. Road Safety

After we have received your application, we will assess road safety issues such as visibility, proximity to junctions, pedestrian/cycle movements, and the location of street furniture, trees, services etc.

We recognise that improvements to historic access arrangements may offer betterment value in terms of road safety, even if they still do not meet our criteria. In these circumstances you are encouraged to apply for pre-application advice so we can assess your application on its merits.

We will refuse an application if there is a safety issue which cannot be resolved.

G. Second Accesses

We generally discourage the use of second access arrangements due to the additional loss of on-street parking relative to the property. However, we acknowledge there may be circumstances where it may be a suitable option e.g., where no on-street parking issues exist.

H. Extending an Existing Access

We will only approve an increase if the total length of the access will be **less than** the dimensions shown in the table below (and complies with other criteria - mainly to protect on-street parking).

	Maximum length of dropped kerb (excluding ramp kerbs). Single Access	Maximum length of dropped kerb (excluding ramp kerbs). Shared Access
Where an access does cross a footway	4.58 metres = 5 kerbs	9.15 metres = 10 kerbs
Where an access does not cross a footway	8.24 metres = 9 kerbs	10.98 metres = 12 kerbs

I. Laybys

Accesses in laybys will be refused except onto the splays/tapers (sides of the layby). Laybys provide valuable off-road parking for all users, including delivery drivers, home carers etc and as such we do not wish to see their use diminished.

If the fundamental purpose of the layby is already altered, by the presence of historically approved accesses or a no waiting at any time restriction is present, we may consider an application on its merits. In these circumstances you should apply for pre-application advice.

J. Parallel Access Parking

Parallel access parking is where a vehicle stops on the highway and then, usually in reverse gear, accesses the parking area to park parallel, alongside the highway.

We will only consider applications for parallel access parking where your property has a minimum parking or hardstanding area of **9.6 metres long and 3.5 metres deep** (from the boundary of the highway to the front of the building).

This is not our preferred choice of vehicle access, as it:

- Requires vehicles to drive along the footway which can put footway users at a greater risk.
- Requires an increase in manoeuvring – especially if there is adjacent on-street parking which would increase the swept path of the vehicle.
- Causes an increased risk to pedestrians and other road users due to restricted visibility by not being aligned perpendicular and central to the access.
- There is greater potential for damage to adjacent footways and kerbing.
- Car doors would, potentially, open out across the footway.
- Longer lengths of dropped kerbs may be required – thereby reducing on-street parking and the potential to disadvantage neighbouring properties from applying in the future - as the “5 metre rule” may be more difficult to meet (see Section D above).
- Visibility would probably be restricted, ahead and behind, before manoeuvring out of the parked position – which is more hazardous than a vehicle parked perpendicular.
- May encourage vehicles to park perpendicular (for ease) which would result in overhanging the highway (footway/verge).

A pre-application should be made, evidencing how this can be safely achieved.

K. Vehicular Access Protection Markings or 'H' Markings

If you wish to protect your access with a white 'H' marking you will need to use the following link [apply for an H marking](#) Note - these are not legally enforceable and a fee is payable.

L. Accesses for Motorcycles or Mobility Scooters

It is expected users of mobility scooters will use the footway to access their property. Where no viable alternative access from the carriageway is close by, or that route is restricted or not permitted, an application will be considered on its merits. The maximum width of the dropped kerb for such an access will be limited to 1.83 metres (not including the ramped kerbs).

Pedestrian visibility criteria will apply if the property access is on to a footway (Figure 6).

M. Planning or other Consents

In addition to permission from SCC, prior consent will also be required from your LPA, if any of the following conditions apply:

- if the proposed dropped kerb/vehicle access is on a classified road (A, B or C class)
- the property is a listed building
<https://www.suffolk.gov.uk/planning-waste-and-environment/buildings-in-suffolk/>
- the property is located within a conservation area
<https://www.suffolk.gov.uk/planning-waste-and-environment/buildings-in-suffolk/>
- it is proposed to construct an impermeable drive or hardstanding of more than 5 square metres within the front garden of a property <https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/guidance-on-development-and-flood-risk/>
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7728/pavingfrontgardens.pdf
- the access is to an industrial, commercial or agricultural premises. If it is, please email the Development Management team at highways.developmentcontrol@suffolk.gov.uk

There may be other situations which we have not listed which require permission and it is your responsibility to check and get permissions before applying to us.

N. Works affecting ditches and watercourses

Any existing ditch or watercourse at the site of the proposed dropped kerb is there to allow for the flow, storage, or soakage of water. It may not be filled in or piped without consulting with SCC's Flood and Water Management Team.

Further information can be found on the SCC website using the link <https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/working-on-a-watercourse> or email floods@suffolk.gov.uk

If applicable, a copy of their approval to your proposals must accompany the application form.

O. Permission from freehold property owner

If you are a tenant in the property for which you wish to make an application, the permission of the landlord must be obtained for parking a vehicle within the boundary of the property before applying to us.

The property owner must also sign the application form accepting the conditions of the application.

If the property is a council owned property or owned by a housing trust or association then permission will be required from them. A copy of the permission must accompany your application.

On housing estate roads, there is sometimes an area of grassland which falls under the ownership of the district/parish council or housing association i.e., not part of SCC's extent of highway. In these situations, you will need to provide written permission from those responsible and submit with your application.

P. Design Considerations

SCC may specify the location of your new access - mainly to allow neighbouring properties to have the option of applying in the future. In addition, we may also restrict the width of the access (to the minimum of 3.66 metres) or allow slightly wider accesses (above the standard 4.58 metres). This is to limit the "up and down" effect, of constantly changing levels, therefore making it more comfortable for those using the footway.

Standard layout and construction details will be sent to you at the time we grant permission for the dropped kerb.

Only bound surfaces are permitted within the highway and for the first 5 metres within your property (or depth agreed if less). This is essential to ensure that loose material (such as gravel) will not be carried onto the highway and cause a hazard.

Once you have permission to construct, extend or alter an access, you must reconstruct the entire section within the highway (unless agreed otherwise by SCC) to our construction specification as existing highway may not have been built strong enough to take the weight and movement of vehicles.

The construction of the dropped kerb access must not result in any change to the level of the adjacent highway unless this has been agreed by SCC.

Gates across the access are not permitted unless they are 5 metres from the highway boundary and shall open inwards towards the property.

Q. Dealing with Surface Water

A 'sustainable drainage' system must be used to prevent water from spilling onto the highway.

Please be aware that construction of a dropped kerb may result in highway surface water entering the access. Surface water run-off from the property on to the highway will not be permitted. In both cases, measures must be provided by the applicant to prevent this. The

responsibility and cost of adequately dealing with the potential problem rests with the applicant.

All new hard standings on your property, more than 5 square metres, require planning consent and must be of permeable construction or have a method of dealing with surface water runoff to prevent any flow to the public drainage system. You should consult "Guidance on the permeable surfacing of front gardens".

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7728/pavingfrontgardens.pdf

If you intend to connect to the public sewer system, you will require permission from your LPA and from the owner of the system, usually Anglian Water or Essex and Suffolk Water.

R. Gradient Design

If there is a footway/cycleway to cross, the access ramp to the road edge must be no greater than 1 in 12 where the combined footway/cycleway/verge width is less than 1.5 metres wide (see Photo 1).

Where the footway/cycleway/verge is wider than 1.5 metres, the ramp may be increased to 1 in 8 to retain as much of the existing level footway as possible (see Photo 2). This is to promote greater accessibility for pedestrians and cyclists. As each location is generally different, specific measurements will be advised as part of our approval process.



Photo 1



Photo 2

S. Works Affecting Trees on the Highway

Your application may be refused if the proposed dropped kerb (or extension to) requires the removal of a healthy tree or if your works are planned within 1 metre of the trunk of a healthy tree within the highway.

If any trees are likely to be affected by construction or you feel the tree itself offers low amenity value, be unhealthy and one which may require considerable ongoing maintenance in the immediate future you will need to apply for pre-application advice.

Additional costs may be incurred by you if we consult with relevant District/Borough Council's Arboricultural Officer to assess the impact on the tree/s. If applicable, a copy of their report

will be made available to you. This may be a condition from the LPA should your access require planning permission.

If the recommendation concludes that a tree(s) could be removed (with the agreement of SCC and the LPA) we require the applicant to provide evidence they have funded a replacement tree away from the public highway.

More details on trees and hedges can be found here: <https://www.suffolk.gov.uk/roads-and-transport/roads-pavements-and-verges/trees-grass-and-weeds/trees-and-hedges/>

If the tree does have a Tree Preservation Order on it, the applicant will be required to evidence that all necessary conditions of the LPA have been met.

T. Works Affecting Utility Apparatus and Street Furniture

Apparatus (such as electricity and telegraph poles, water, gas mains and streetlights etc.) may be affected by the proposed works if they generally fall within 1 metre of any part of your proposal. It is a legal requirement that you or your contractor contacts the owner of the apparatus and/or street furniture, prior to work starting.

If any apparatus is required to be moved or adjusted because of the work, this must be arranged, and costs met, by the applicant.

U. Responsibility for Repairs

You should be aware that the cost of repairs to any damage caused to the highway because of constructing the dropped kerb, or any other building work, will be your responsibility.

If SCC considers the site to be unsafe, we may make safe and repair any damage. Costs of the repairs will be recovered from yourself, and if applicable you will need to make your own arrangements for recovering those costs from your contractor.

V. Phasing of the Work

It is an offence to carry out works within the public highway, which includes a Public Right of Way, without the permission of SCC.

You are responsible for ensuring that your contractor is accredited in accordance with the requirements of the New Roads and Street Works Act 1991 to undertake work within a public highway, and holds at least £5 million public liability insurance.

You will also need to ensure they apply to the Developer Noticing team at developernoticing@suffolk.gov.uk prior to commencing any work, to arrange the booking of road space. Through this road space booking, the date/s when works are planned will be recorded. The area must be made available during these dates for possible inspection to ensure the crossing is constructed in accordance with our specification and is in the approved location.

Your contractor should advise you of the traffic management necessary to do the works safely and the time needed to get the appropriate approval for this. If road closures or other legal orders are required, this can take a minimum of 3 months to arrange.

If the dropped kerb has been constructed differently to that approved, you will be required to correct this. The alternative will be that SCC will undertake the necessary work and reclaim all reasonable costs from you. **This includes the works within your property boundary which should be completed at the same time as the dropped kerb – or before it is first used.**

If your proposal requires the stopping up of an existing access (either full or partial) – these works should be completed at the same time.


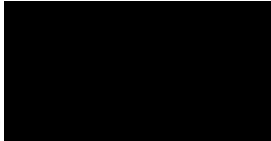
W. Responsibility for the Completed Dropped Kerb

The part of the dropped kerb constructed within the public highway will be maintained in accordance with standards set out in our Highways Maintenance Operational Plan (HMOP) which can be found on the SCC website at the link <https://www.suffolk.gov.uk/roads-and-transport/highway-maintenance/highway-asset-management/highway-maintenance-operational-plan/>

Further Information

If you have any queries relating to your application, please contact Customer Services either by phoning 0345 6066171, emailing customer.services@suffolk.gov.uk or using the web chat facility online at <https://www.suffolk.gov.uk>

APPROVAL

Role	Name	Signed	Date
Executive Director Growth, Highways and Infrastructure			1 st April 2024

APPLICATION FOR PERMISSION FOR PLANTING OR CULTIVATION ON THE HIGHWAY



HIGHWAYS ACT 1980

Application Notes

1. General

A licence is required where cultivation is intended on or over the highway. The term highway includes footpaths, cycleways, verges, and roads. It is an offence under the Highways Act 1980 to plant any vegetation on or over the highway without first obtaining a licence from Suffolk County Council (SCC) as the Highway Authority. Failure to obtain the required licence could result in legal action being taken by SCC.

2. Application procedure

Once the application form has been received by the Highways Licensing and Enforcement Team an acknowledgement will be sent to you, and we will endeavour to respond within 20 working days with our decision.

A copy of this Application Form will also be sent to our colleagues in the Natural Environment Team Ecology, Landscape, Woodlands and Suffolk Biodiversity Information Service). They will review your proposal and add comments or advice where appropriate. If you wish to contact the Natural Environment Team to discuss your proposal, please do so in any of the ways shown below:

Natural Environment Team,
Growth, Highways and Infrastructure Directorate,
Suffolk County Council
Endeavour House,
8, Russell Road,
Ipswich,
Suffolk
IP1 2BX

Tel: 01473 264783
Fax: 01473 216889
Mobile: 07834 676876

E-Mail: ecology@suffolk.gov.uk

Please remember that no work can commence on the highway until you have received written permission from us.

Suffolk County Council Highways Licensing

Halesworth Service Delivery Centre, Unit 7 Blyth Road Industrial Estate, Halesworth, Suffolk, IP19 8EN

Ipswich Service Delivery Centre, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Rougham Service Delivery Centre, Moore Road, Rougham, Bury St Edmunds, Suffolk, IP30 9ND

www.suffolk.gov.uk

3. Licence conditions

You will need to satisfy the standard conditions before a licence is issued.

These conditions cover:

- The ability to indemnify SCC against third party liability
- Compliance with legislation on cultivation within or opening of the highway
- Ability for SCC to inspect works
- Keeping the area safe whilst undertaking works, to protect the public
- Making good of the highway on completion
- Such details as plant species (nothing of a poisonous nature by reason of fruit, flowers or leaves), height limitations and future maintenance arrangements of any cultivation
- Future implications of anything which may affect integrity of the highway, e.g. root damage

A copy of the full standard licence conditions can be found on the Street Furniture page at www.suffolk.gov.uk

Suffolk County Council Highways Licensing

Halesworth Service Delivery Centre, Unit 7 Blyth Road Industrial Estate, Halesworth, Suffolk, IP19 8EN

Ipswich Service Delivery Centre, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Rougham Service Delivery Centre, Moore Road, Rougham, Bury St Edmunds, Suffolk, IP30 9ND

www.suffolk.gov.uk

Application Form

Please complete the following to enable us to process your application

Applicant details

Name

Address

For and on behalf of

(Parish, Town, District, Borough
Council or Organisation)

Telephone number

Email

Proposed location of cultivation (please supply photos or sketches)

Location of planting

(including postcode)

Please list the species and number of trees and shrubs you wish to plant and also their provenance (e.g. tree nursery or other source or supplier):

Please describe the existing habitat (including soil type) and give details of any biodiversity survey work undertaken:

Suffolk County Council Highways Licensing

Halesworth Service Delivery Centre, Unit 7 Blyth Road Industrial Estate, Halesworth, Suffolk, IP19 8EN

Ipswich Service Delivery Centre, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Rougham Service Delivery Centre, Moore Road, Rougham, Bury St Edmunds, Suffolk, IP30 9ND

www.suffolk.gov.uk

Is this proposal close to a water course?:

When do you wish to plant, how will you manage any irrigation and mulching needs?

Quantities

Planting details including depths of excavation (if applicable)

	mm		H:	mm		L:	mm
--	----	--	-----------	----	--	-----------	----

Planned date of planting

Contractor details (if known)

Declaration

Name (in block capitals)

Position (in Parish, Town, District, Borough Council or Organisation)

Signature

Date

Please return completed form and any additional information you may feel necessary to support your application to highways.streetfurniture@suffolk.gov.uk

Data Protection Act 1998

The personal data you provide on this form will be used by Suffolk County Council to administer your Licence. We may occasionally share your personal data with other council departments and with other bodies including (housing benefits, the police, Inland Revenue) for the purposes of protecting public money, preventing and detecting crime and/or fraud and ensuring public safety. Such sharing will only occur on a case-by-case basis where a justifiable purpose in line with legislation has been demonstrated. The information may also be used for internal training.

Suffolk County Council Highways Licensing

Halesworth Service Delivery Centre, Unit 7 Blyth Road Industrial Estate, Halesworth, Suffolk, IP19 8EN

Ipswich Service Delivery Centre, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Rougham Service Delivery Centre, Moore Road, Rougham, Bury St Edmunds, Suffolk, IP30 9ND

www.suffolk.gov.uk

APPLICATION TO CREATE OR ALTER A VEHICULAR ACCESS (DROPPED KERB)

PLEASE NOTE: This application is for accesses serving one or two neighbouring residential properties only. If your application is for a commercial or agricultural access, or serving three or more dwellings, you will instead need to apply for a Minor Works Licence. For more information visit this link: <https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/application-for-works-licence/>

What type of application is this for? (Refer to Dropped Kerb Criteria for guidance)
<https://www.suffolk.gov.uk/roads-and-transport/parking/apply-and-pay-for-a-dropped-kerb>

**Pre-application
advice (£225)**

**Full application
(£450)**

1. Applicant details

Name			
Address			
Town		Postcode	
Telephone no.		Mobile no.	
Email address			

2. Location of intended vehicular access, if different to above

Address			
Town		Postcode	

3. Owner of property, if different from above

We need the owner's signed permission. There is a space for this at the end of the form.

Name			
Address			
Town		Postcode	
Telephone no.		Mobile no.	
Email address			

<p>4. Does the proposed work require planning permission?</p>	Yes	No
	<input style="width: 50px; height: 40px;" type="checkbox"/>	<input style="width: 50px; height: 40px;" type="checkbox"/>
<p>Note: If yes, please provide Planning Reference and forward relevant documents</p>	<input style="width: 250px; height: 25px;" type="text"/>	

<p>5. Are any watercourses or ditches affected by your proposals?</p>	Yes	No
	<input style="width: 50px; height: 40px;" type="checkbox"/>	<input style="width: 50px; height: 40px;" type="checkbox"/>
<p>Note: If Yes, you must supply evidence of agreement from Suffolk County Council's Floods and Water Management Team.</p>		

<p>6. Are any trees affected by your proposals?</p>	Yes	No
	<input style="width: 50px; height: 40px;" type="checkbox"/>	<input style="width: 50px; height: 40px;" type="checkbox"/>
<p>Note: If Yes, you must supply evidence of agreement from your District or Borough Council's Arboricultural Officer.</p>		

<p>7. To complete your application please complete Appendix A (Key Dimensions)</p>
--

DECLARATION: By signing below, the applicant confirms they have read and understood the terms of Suffolk County Council's current Criteria document, and accepts that in the event of an approved application they agree to construct the access exactly as described in the approval letter. In the event the works are not carried out in accordance to the Criteria to the County Council's satisfaction, the Council may undertake or alter the works and recover the costs in doing so from the applicant.

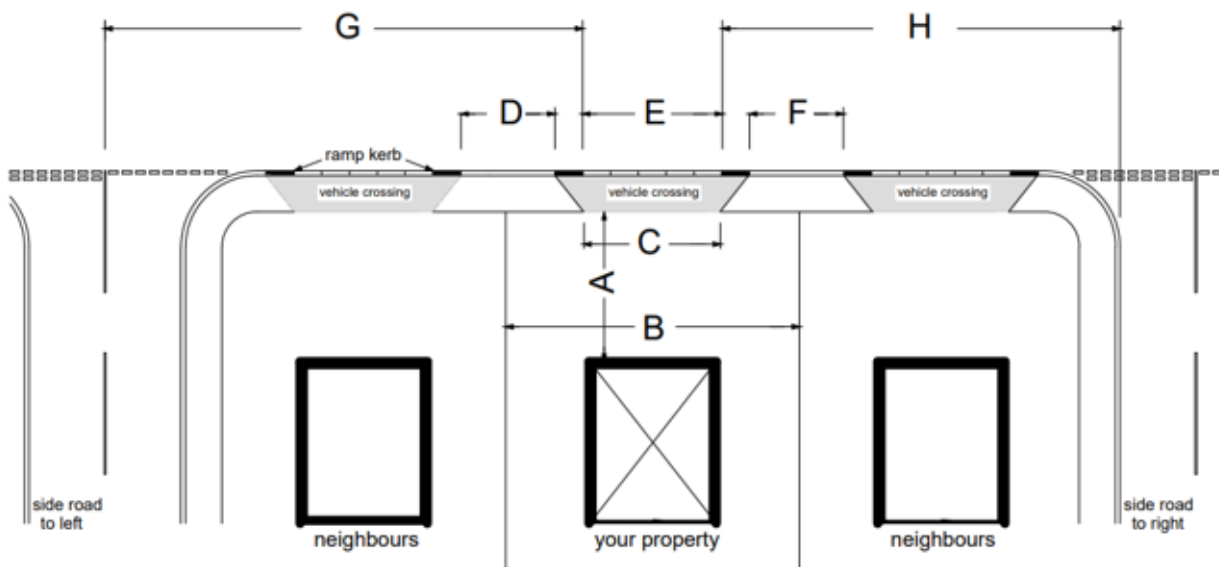
Signatures

Applicant	Property Owner, if other (or written confirmation)	Neighbouring Owner (If applying for new shared access)
Print Name:	Print Name:	Print Name:
Signed:	Signed:	Signed:
Date:	Date:	Date:

Your completed application should be emailed to dropped.kerbs@suffolkhighways.org or posted to:

**Dropped Kerbs
Phoenix House
3 Goddard Road
Ipswich
IP1 5NP**

KEY DIMENSIONS



A	Depth of parking space available	metres
B	Width of parking space available	metres
C	Proposed width of access at back of footway/verge	metres
D	Distance to neighbour's access on the left	metres
E	Proposed width of access at carriageway	metres
F	Distance to neighbour's access on the right	metres
G	Distance to junction on the left	metres
H	Distance to junction on the right	metres

Additional comments:

Our Ref: Ref
Date: Date
Enquiries to:
Tel: 0345 606 6171
Email: dropped.kerbs@suffolkhighways.org



Name
Address

Dear Name

Construction of Vehicular Access – Address

Thank you for your application for permission to excavate within the highway for construction of a vehicular crossing/dropped kerb for domestic properties (serving a maximum of two properties), at the above address.

Suffolk County Council Highways Licensing and Enforcement hereby grants permission in principle, for an accredited contractor to undertake works. Please ensure you pass a copy of this letter and attached documents/plans to your contractor, as they contain conditions and construction details.

This permission is conditional on you checking for yourself if there are any covenants or planning restrictions on your parking proposals. You should check your title deeds for any covenants and speak to the Planning Officer at your District Council regarding the need for planning permission for your proposal. We will not be responsible for any matters arising from failure to make these checks.

Subject to Planning Consent, the following are Highways conditions regarding the construction work:

- 1) All construction aspects of the dropped crossing, including changes to the footway **and** the parking area within your property to incorporate the required hardstanding, **must** be completed within **ONE YEAR** of the date of this letter. Once one year has expired a new application must be made, as County Council policy may have changed.

Please note that the access may only be used upon the FULL completion of the works. This is to include the construction of the dropped kerbs, a footway that has been reinforced correctly to support vehicular traffic (see SCD 1100-6/7), as well as a properly constructed parking area/driveway of a bound, hard material (excluding gravel/loose materials) and positive drainage at the property.

2) Approval is given, subject to Council Planning Permission Reference, to construct one new access comprising of the following layout structure:

KEEP ONE PARAGRAPH, ONE LINE (BLUE OR GREEN) AND ONE TYPE FROM THAT LINE

3.66 metres wide and consisting of 4 x Bullnose Kerbs (BN), laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with drawing GLVA2 Urban Vehicular Access. The construction will be Asphalt type OA / HA on Drawing SCD 1100-6. The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

4.58 metres wide and consisting of 5 x Bullnose Kerbs (BN), laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with drawing GLVA2 Urban Vehicular Access. The construction will be Asphalt type OA / HA on Drawing SCD 1100-6. The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

9.15 metres wide and consisting of 10 x Bullnose Kerbs (BN) laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with Drawing GLVA2 Urban Vehicular Access. The construction will be Asphalt type OA / HA on Drawing SCD 1100-6. The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

8.24 metres wide and consisting of 9 x Bullnose Kerbs (BN) laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with Drawing GLVA3 Rural Vehicular Access. The construction will be Asphalt type OA / HA on Drawing SCD 1100-6. The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

10.98 metres wide and consisting of 12 x Bullnose Kerbs (BN) laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with Drawing GLVA3 Rural Vehicular Access. The construction will be Asphalt type OA / HA on Drawing SCD 1100-6. The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

Photo

Additional Conditions	

3) The new accesses should be a minimum 2 metres from any existing BT / Electricity poles, and a minimum of 0.5 metres from an existing lamp column. The applicant should speak to the equipment owner if this causes an issue with their plans.

4) New concrete bullnose kerbs to have an upstand of 25mm with bullnose to HB2 transitional kerb either side, tying in with existing kerbs. New kerb bed and backing per attached drawings SCD1100-4 and SCD1100-1.

5) It is an offence under section 163 of Highways Act 1980 to allow surface water to discharge over a pavement. Therefore, where a driveway proposed within your property falls toward the highway, permeable paving or positive drainage shall be provided.

6) It is a legal requirement for work undertaken within the highway to be undertaken by contractors accredited in accordance with requirements of the New Roads and Street Works Act 1991. Any contractor working within the public highway is also required to hold Public Liability Insurance coverage to a minimum of £5,000,000. You should not attempt to carry out this work yourself or use any unaccredited contractor.

7) If the expected works duration is between 1 and 3 days, your contractor is required to provide a minimum of 3 working days' notice to the Developer Noticing office of their intended start of works. If the duration is between 4 and 10 days, they will need to provide a minimum of 10 working days' notice. Your contractor must let them know the day works start, and again when they finish. Failure to provide notice may result in the contractor being required to stop work, make the site safe and leave. To book road space, contact DeveloperNoticing@suffolkhighways.org

8) The contractor will ensure, at all times, that the site is kept in a safe condition for members of the public using the highway. Please provide necessary signing, lighting and guarding as stated in the Safety at Street Works and Road Works Code of Practice (also known as the Red Book).

Failure to comply with any condition relating to construction of the vehicular access may mean that Suffolk Highways will intervene. Costs will be recharged to yourself, and you would have to make your own arrangements for recovering the costs from your contractor. It will be your responsibility to advise your selected contractor of these requirements and conditions in seeking their quotation. Please ensure that they comply with them.

If you should have any questions regarding this information, please do not hesitate to contact us via the number at the top of this letter.

Yours sincerely

Highways Licensing Team
Highway Regulation

Our Ref: Ref
Date: Date
Enquiries to:
Tel: 0345 606 6171
Email: dropped.kerbs@suffolkhighways.org



Name
Address

Dear Name

Construction of Substandard Vehicular Access – Address

Thank you for your application for permission to excavate within the highway for construction of a vehicular crossing/dropped kerb for domestic properties (serving a maximum of two properties), at the above address.

Suffolk County Council Highways Licensing and Enforcement hereby grants permission in principle, for an accredited New Roads and Street Works Act contractor to undertake works.

As part of our approval for a sub-standard vehicular access the following conditions apply -

- A) Any vehicle parking on the property frontage must **NOT** obstruct the Highway verge and/or footway.
- B) No licence is given to park on any part of the verge and/or footway and any obstruction will constitute an offence under Section 137 of the Highways Act 1980.
- C) This approval is dependent on the property being recorded with Suffolk County Council Land Charges as having a substandard vehicular access and therefore will show up on any search of the property (e.g. for future sales).
- D) All construction aspects of the dropped crossing, including changes to the footway **and** the parking area within your property to incorporate the required hardstanding, **must** be completed within **ONE YEAR** of the date of this letter. Once one year has expired a new application must be made, as County Council policy may have changed.

Please ensure you pass a copy of this letter and attached documents/plans to your contractor, as they contain conditions and construction details.

This permission is conditional on you checking for yourself if there are any covenants or planning restrictions on your parking proposals. You should check your title deeds for any

covenants and speak to the Planning Officer at your District Council regarding the need for planning permission for your proposal. We will not be responsible for any matters arising from failure to make these checks.

Subject to Planning Consent, the following are Highways conditions regarding the construction work:

1) The construction work must be completed within one year of the date of this letter. Once one year has expired a new application must be made, as County Council policy may have changed.

Please note that the access may only be used upon the FULL completion of the works. This is to include the construction of the dropped kerbs, a footway that has been reinforced correctly to support vehicular traffic (see SCD 1100-6/7), as well as a properly constructed parking area/driveway of a bound, hard material (excluding gravel/loose materials) and positive drainage at the property.

2) Approval is given, subject to **Council** Planning Permission **Reference**, to construct one new access comprising of the following layout structure:

KEEP ONE PARAGRAPH, ONE LINE (BLUE OR GREEN) AND ONE TYPE FROM THAT LINE

3.66 metres wide and consisting of 4 x Bullnose Kerbs (BN), laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with drawing GLVA2 Urban Vehicular Access. **The construction will be Asphalt type OA / HA on Drawing SCD 1100-6.**
The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

4.58 metres wide and consisting of 5 x Bullnose Kerbs (BN), laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with drawing GLVA2 Urban Vehicular Access. **The construction will be Asphalt type OA / HA on Drawing SCD 1100-6.**
The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

9.15 metres wide and consisting of 10 x Bullnose Kerbs (BN) laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with Drawing GLVA2 Urban Vehicular Access. **The construction will be Asphalt type OA / HA on Drawing SCD 1100-6.**
The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

8.24 metres wide and consisting of 9 x Bullnose Kerbs (BN) laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with Drawing GLVA3 Rural Vehicular Access. **The construction will be Asphalt type OA / HA on Drawing SCD 1100-6.**
The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

10.98 metres wide and consisting of 12 x Bullnose Kerbs (BN) laid with a 25mm upstand and 2 x new transitional HB2 to BN Kerbs (DK), in accordance with Drawing GLVA3 Rural Vehicular Access. **The construction will be Asphalt type OA / HA on Drawing SCD 1100-6.**
The construction will be Concrete type RO / RH on Drawing SCD 1100-7.

Photo

Additional Conditions	

3) The new accesses should be a minimum 2 metres from any existing BT / Electricity poles, and a minimum of 0.5 metres from an existing lamp column. The applicant should speak to the equipment owner if this causes an issue with their plans.

4) New concrete bullnose kerbs to have an upstand of 25mm with bullnose to HB2 transitional kerb either side, tying in with existing kerbs. New kerb bed and backing per attached drawings SCD1100-4 and SCD1100-1.

5) It is an offence under section 163 of Highways Act 1980 to allow surface water to discharge over a pavement. Therefore, where a driveway proposed within your property falls toward the highway, permeable paving or positive drainage shall be provided.

6) It is a legal requirement for work undertaken within the highway to be undertaken by contractors accredited in accordance with requirements of the New Roads and Street Works Act 1991. Any contractor working within the public highway is also required to hold Public Liability Insurance coverage to a minimum of £5,000,000. You should not attempt to carry out this work yourself or use any unaccredited contractor.

7) If the expected works duration is between 1 and 3 days, your contractor is required to provide a minimum of 3 working days' notice to the Developer Noticing office of their intended start of works. If the duration is between 4 and 10 days, they will need to provide a minimum of 10 working days' notice. Your contractor must let them know the day works start, and again when they finish. Failure to provide notice may result in the contractor being required to stop work, make the site safe and leave. To book road space, contact DeveloperNoticing@suffolkhighways.org

8) The contractor will ensure, at all times, that the site is kept in a safe condition for members of the public using the highway. Please provide necessary signing, lighting and guarding as stated in the Safety at Street Works and Road Works Code of Practice (also known as the Red Book).

Failure to comply with any condition relating to construction of the vehicular access may mean that Suffolk Highways will intervene. Costs will be recharged to yourself, and you would have to make your own arrangements for recovering the costs from your contractor. It will be your responsibility to advise your selected contractor of these requirements and conditions in seeking their quotation. Please ensure that they comply with them.

If you should have any questions regarding this information, please do not hesitate to contact us via the number at the top of this letter.

Yours sincerely



Head of Highway Regulation

Licence No: **XXXXXX**

LICENCE TO PLACE STREET FURNITURE IN THE HIGHWAY
HIGHWAYS ACT 1980

This Licence is granted by Suffolk County Council (“the Council”) on
the **DATE**

to **Applicant**

in respect of **the siting of Street Furniture (XXXXXX)**

on or over that part of the public highway known as **ROAD NAME** to be located
LOCATION / DESCRIPTION at the location shown in the attached plan

This Licence is subject to the following conditions: -

In this Licence, the ‘works’ means the installation, maintenance and removal of the Street Furniture and its contents.

1. If the works specified above require the highway to be broken open for the purpose of placing the Street Furniture in or under it or for the purpose of the maintenance repair or reinstatement thereof, will comply with the New Roads and Street Works Act 1991.
2. No Street Furniture shall exceed 3m (10 feet) in height save as expressly authorised in writing by the Council.
3. The Licensee shall afford the Council such facilities as it may require for inspecting the works as they proceed.
4. While executing the works the Licensee shall ensure that they are properly fenced, guarded and lit and shall, if directed in writing by the Council, apply at its own expense for any necessary Traffic Regulation Orders.
5. As soon as reasonably practicable after executing the works the Licensee shall make good at its own expense all damage caused to the highway by those works and shall remove all ensuing debris from the highway.
6. The Street Furniture shall not be allowed to obstruct or interfere in any way with or to become a source of danger to passage along the carriageway or any footway of the highway, or to overhang the premises of any person other than the Licensee
7. The Licensee shall keep the Street Furniture in a good state of repair.

8. The Licensee shall indemnify the Council against any claims, costs or demands in respect of any injury, damage or loss arising out of the placing or presence of the works.
9. The Council may, by notice of not less than three months, withdraw this Licence for the purpose of the exercise of any of its functions.
10. The Licensee shall comply with all reasonable directions given by the Police or the Council.
11. Commencement of the proposed works will be deemed to constitute acceptance of the above conditions, but this Licence does not authorise any interference with private property nor does it constitute a grant of planning permission.


Annexed

Site location plan/s

Photos

Product information and dimensions

Construction Drawings of Street Furniture (If applicable)

Signed 
Highways Licensing Manager
Halesworth Service Delivery Centre
Unit 7 Blyth Road Industrial Estate
Halesworth
Suffolk
IP19 8EN

Licence No. **NUMBER**

LICENCE TO CULTIVATE IN THE HIGHWAY

HIGHWAYS ACT 1980

This Licence is approved on **APPROVAL DATE**, between Suffolk County Council ('the Council') and **APPLICANT** ('the Licensee') in respect of **INTENDED CULTIVATION** on or over part of the Public Highway known as **ROAD NAME**, and shown on the plan(s) annexed to this licence.

The Licence is subject to the following conditions:

1. Pursuant to Section 142 of Highways Act 1980, or future modification or re-enactment of it, and subject to the conditions set out in this Licence, the Council permits **APPLICANT** (and subsequent owners of **ADDRESS**) and their successors in title (all such persons being hereinafter referred to as "the Licensee", which expression shall include any other person who is for the time being entitled by virtue of this Licence to do anything permitted by it to be done) to **INTENDED CULTIVATION**, and maintain at the location shown in the copy plan attached below (hereinafter referred to as 'the Cultivation'), upon the terms and subject to the conditions hereinafter specified, and subject also to the relevant conditions contained in the said Section 142 of the Act.
2. Subject to the Licensee ensuring that:
 - a) no hole shall be dug to a greater depth than 1 metre (3 feet) in connection with the cultivation, nor shall any hole be dug within 1 metre (3 feet) of the line of any Statutory Undertakers apparatus in the highway.
 - b) no tree, shrub or plant which is of a poisonous nature (whether by reason of fruit, flowers, leaves or otherwise), or likely to constitute a source of danger to persons or animals on the highway, shall be planted under this Licence.
 - c) the Cultivation will be properly cut, pruned and trimmed at all times during the continuance of this Licence, and shall not be allowed to obstruct or interfere in any way with or to become a source of danger to passage along the highway, or to overhang the premises of any person other than the Licensee.
 - d) the highway remains in a trim and tidy condition, and any grass planted or maintained in pursuance of this Licence is regularly cut or mown, and not at any time enclosed.
 - e) if it appears to the Authority that any part of this Cultivation does, or is likely to obstruct, interfere in any way with, or to be source of danger to passage along the highway, or to overhang the premises of any person other than the Licensee, or any grass to which this Licence relates is not being regularly cut or

mown, the Authority may, without notice to the Licensee lop, prune, cut, trim or mow as applicable to the extent that the Authority thinks fit, and any such action by the Authority will be without prejudice to its powers under section 142 of the Act to withdraw this licence

3. The Licensee shall not remove any soil from the highway or do anything which would interfere with the support given to the rest of the highway.
4. The Licence hereby granted shall be annexed to the Premises and shall remain in force until it is withdrawn by the Authority, or surrendered to the Authority by the Licensee in accordance with Section 142 of the Act.
5. The Licensee shall not prevent:
 - a) any person authorised by the Authority to enter the highway from doing so, or
 - b) any Statutory Undertaker from entering the highway, regardless of whether notice has first been given to the Licensee.
6. The Licensee shall not prevent work to be completed by any person or Undertaker, as referred to in clause 5 above, from being completed.
7. This Licence is meant to comply with Section 142 of the Act, and therefore any issues relating to that Section should be resolved having regard to that Section.

By commencing Cultivation at **ADDRESS**, the Licensee indicates acceptance of the terms of this Licence.

The attention of the Licensee is drawn to the following subsections from Highways Act 1980:

- i) Subsections (6) and (7) of Section 142 which prescribe the circumstances in which a Licence may be withdrawn by the Highway Authority or surrendered by the Licensee. Subsection (7) (a) empowers the Highway Authority, where a Licence is withdrawn or surrendered, to remove all evidence of planting and reinstate the highway, and to recover expenses reasonably incurred by them in so doing from the Licensee
- ii) Subsection (8) of Section 142 which provides that the Licensee or, if deceased, his personal representatives, shall indemnify the Highway Authority against any claim in respect of injury, damage or loss arising out of the planting or presence of trees, shrubs, plants or grass, or execution of works by any person, or by the Highway Authority
- iii) Subsection (4) of Section 142 which requires within one month after any change in ownership of the premises takes place, the Licensee shall inform the Highway Authority of it.

Annexed

Plan showing area of planting

Image of location of intended cultivation

Signed 

Highways Licensing Manager
Halesworth Service Delivery Centre
Unit 7 Blyth Road Industrial Estate
Halesworth
Suffolk
IP19 8EN

APPLICATION FOR PERMISSION TO UNDERTAKE EXCAVATION OF THE PUBLIC HIGHWAY



HIGHWAYS ACT 1980 Section 171

Application Notes

1. General

A licence is required to excavate in the public highway. The term highway includes footpaths, cycleways, verges, and roads. It is an offence under the Highways Act 1980 to excavate without first obtaining a licence from Suffolk County Council (SCC) as the Highway Authority. Failure to obtain the required licence could result in legal action being taken by SCC.

2. Application procedure

Once the application form has been received by the Highways Licensing and Enforcement Team an acknowledgement will be sent to you, and we will endeavour to respond within 20 working days with our decision.

A payment of **£210.00** will be required before the licence is issued. Payment options will be provided on receipt of your application.

Please remember that no work can commence on the highway until you have received written permission from us.

3. Licence conditions

You will need to satisfy the standard conditions before a licence is issued such as:

- Highways Licensing and Enforcement issue licences in line with the National Street Gazetteer (NSG) and where your proposal is on separate street names **this may require more than one licence.**
- The ability to indemnify SCC against third party liability.
- Compliance with legislation in operating a crane on or over the highway.
- Ability for SCC to inspect works.
- Keeping the area safe whilst undertaking works to protect the public.
- Making good of the highway on completion.
- If we have started work on processing the application, the fees will not be returned even if we do not approve the application.
- Any form of Traffic Management required must conform with the Safety at Street Works and Road Works Code of Practice (Red Book) and Chapter 8 of the Traffic Signs Manual, and must be installed by an Accredited Operative. form of Traffic Management required, must conform with the New Roads and Streetworks Act 1991 (Red Book), Chapter 8 and installed by an Accredited Operative.

Suffolk County Council Highways Licensing

Halesworth Service Delivery Centre, Unit 7 Blyth Road Industrial Estate, Halesworth, Suffolk, IP19 8EN

Ipswich Service Delivery Centre, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Rougham Service Delivery Centre, Moore Road, Rougham, Bury St Edmunds, Suffolk, IP30 9ND

www.suffolk.gov.uk

Application Form *(to be completed by NRSWA-qualified contractors undertaking the excavation)*

Applicant details

Name & Company Name _____

Address (including postcode) _____

Telephone _____ **Email** _____

	Name	SWQR Number
NRSWA StreetWorks Supervisor		
NRSWA StreetWorks Operative		

	Date	Time
Commencement of works		
Completion of works		

Location of intended excavation

Address
 (including postcode) _____

Start position		Easting
		Northing
End position		Easting
		Northing

Purpose of excavation _____

			No. excavations
Excavation of Verge	Yes	No	
Excavation of Footway	Yes	No	
Excavation of Carriageway	Yes	No	

Total length of excavation		metres
Total width of excavation		metres
Maximum depth of excavation		millimetres

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www.suffolk.gov.uk

Please note that work can only be undertaken by a contractor with a valid StreetWorks accreditation, following submission of a Traffic Management Act (TMA) Works Notice form. This form must be sent to DeveloperNoticing@suffolk.gov.uk and approval confirmed, prior to the start of any works.

Public Liability Insurance

The applicant must hold Public Liability Insurance to the value of at least £5 million and it must be valid for the duration of the licence. A copy of the insurance certificate must be held on record with Suffolk County Council. If you have not previously provided us with a copy, please attach a copy to this application form.

Declaration

Name (in block capitals) _____

Occupation _____

Signature _____

Date _____

Please return completed form and any additional information you may feel necessary to support your application to highways.streetfurniture@suffolk.gov.uk. If you are unable to return the form via email, please send to any of the three addresses at the bottom of this form.

Data Protection Act 1998

The personal data you provide on this form will be used by Suffolk County Council to administer your Licence.

We may occasionally share your personal data with other council departments and with other bodies (including District / Borough Councils, the Police, Inland Revenue) for purposes of protecting public money, preventing and detecting crime and/or fraud and ensuring public safety. Such sharing will only occur on a case-by-case basis where a justifiable purpose in line with legislation has been demonstrated. The information may also be used for internal training.

Suffolk County Council Highways Licensing

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www.suffolk.gov.uk

PAYMENT INSTRUCTIONS

A Licence reference number will be provided to you by the Highways Licensing and Enforcement Team on receipt of your application, which you will need to quote when making payment.

ONLINE – Website: www.suffolk.gov.uk

Follow links to Roads and Transport & Suffolk Highways Licences

Select the “Pay for a Licence” link

Select the “Pay for a Licence” (Green Button)

Enter the provided Licence / Licence Reference Number, i.e. NRSWA-LICENCE-00011111
(Please ensure that “000” is entered before the given Licence / Licence Reference number. To make the number 8 digits long.)

Enter your Organisation Name

Enter your contact Telephone Number

Select Application Cost from the drop-down box, “Licence/Penalty Charge”

Enter the amount that is being paid

Click “Proceed to Pay” (for single payments)

For multiple licences, click “Add Another”, followed by the “Proceed to Pay” button

ELECTRONICALLY – by the Bankers Automated Clearing Services (BACS).

Payment should be made to: Suffolk County Council
Sort Code: 30-00-00
Account No: 00293148

If you are a **Lloyds Customer**, you may have difficulty using the above Sort Code and Account number. Therefore, please use the following:

To: Suffolk County Council
Sort Code: 30-00-02
Account No: 01305978

Payment **must** be accompanied by the Licence/Licence Reference Number covered by the payment and the amount being paid in relation to each number and be sent via email to highways.streetfurniture@suffolk.gov.uk.

BY POST

Please make your cheque payable to **Suffolk County Council** and send it to:

Highways Licensing and Enforcement Team, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Please note that paying by cheque will delay the process by 7 days, until authorisation of cheque clearance has been received.

If you have any queries regarding the any of the above information, please get in contact by emailing highways.streetfurniture@suffolk.gov.uk.

Suffolk County Council Highways Licensing

Halesworth Service Delivery Centre, Unit 7 Blyth Road Industrial Estate, Halesworth, Suffolk, IP19 8EN

Ipswich Service Delivery Centre, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Rougham Service Delivery Centre, Moore Road, Rougham, Bury St Edmunds, Suffolk, IP30 9ND

www.suffolk.gov.uk

Our Ref: Ref
Date: Date
Enquiries to:
Tel: 0345 606 6171
Email: highways.streetfurniture@suffolk.gov.uk



Name
Address

Dear Name

Licence To Excavate within the public highway under Section 171 of Highways Act 1980

LOCATION	LOCATION		
START DATE	DD/MM/YYYY	END DATE	DD/MM/YYYY
START TIME	HH:MM	END TIME	HH:MM

Suffolk County Council (the Highway Authority) hereby grants, in consideration of and fully subject to its terms and conditions the attached licence, for the applicant or a contractor employed by them to construct/carry out works within the highway.

You are reminded that it is an offence to do so within the public highway, which includes a public right of way, without the permission of the Highway Authority. It is also a legal requirement that any work undertaken within the highway is undertaken by a contractor who is accredited in accordance with the requirements of the New Roads and Street Works Act 1991 to undertake work within a public highway. Evidence will be required before the works can be permitted and work can commence.

If the expected works duration is between 1 and 3 days, you or your contractor is required to provide a minimum of 5 working days' notice to the Highway Authority at DeveloperNoticing@suffolk.gov.uk of their intended start of works.

If the duration is between 4 and 10 days they will need to provide a minimum of 13 working days' notice. The Applicant or their contractor must inform the Highway Authority the day works start, and again when they finish.

The Applicant or their contractor must hold relevant qualifications to undertake works within the public highway. Details will be required before noticing works. The required Traffic Management Act (TMA) form can be found by going to the following link <https://www.suffolk.gov.uk/roads-and-transport/roadworks/road-space-booking/>

Failure to provide notice may result in the Contractor being required to stop work, make the site safe and leave.

Prior contact must be made with the County Council's Network Assurance Team if the work is likely to require a road closure, or traffic management such as temporary traffic lights. A Temporary Traffic Regulation Order (TTRO) such as a road or footway closure, to enable the works to proceed safely will require a minimum of 12 weeks' notice for processing. Contact networkassurance@suffolk.gov.uk for further information.

If any condition relating to the construction of the works is not adhered to, Suffolk County Council may rectify the work. Costs would be recharged to the Licensee.

It will be your responsibility to advise your selected contractor of these requirements and conditions in seeking his quotation.

Yours sincerely

A black rectangular redaction box covering the signature of the Head of Highway Regulation.

Head of Highway Regulation

Licence To Excavate within the public highway under Section 171 of Highways Act 1980

LOCATION	LOCATION		
START DATE	DD/MM/YYYY	END DATE	DD/MM/YYYY
START TIME	HH:MM	END TIME	HH:MM

This Licence is granted pursuant to Section 171 of the Highways Act 1980 and should be read in conjunction with its provisions.

1. The contractor working within the public highway is also required to hold £5 million public liability insurance. Evidence will be required before the works can be permitted and work can commence.
2. The construction work must be completed within 2 years of the date of this licence. Once the 2 years has expired, a new application must be made as the Highway Authority's policy may have changed. Note that this may differ from any planning permission.

3. EITHER (DELETE AS APPLICABLE)

The applicant will be required to maintain the works for a period of 2 years after completion. At the end of this period, the site will be inspected by the Highway Authority and any defects identified repaired by the applicant to the Authority's satisfaction.

OR (FOOTWAY DRAINAGE CHANNELS ONLY)

Under Section 163 of Highways Act 1980, SCC hereby gives notice that the applicant will be responsible for the maintenance and/or replacement of the drainage channels in perpetuity.

4. This licence is conditional on the applicant checking whether there are any covenants or planning restrictions that affect their proposals. The Highway Authority will not be responsible for any matters arising from a failure to make these checks.
5. The applicant or their contractor shall ensure that, at all times, the site is kept in a safe condition for members of the public using the highway. Signing, Lighting and Guarding must be in accordance with the Department for Transport Safety at Street Works and Road Works Code of Practice (Red Book), and managed by those with appropriate NRSWA Street Works accreditation.
6. If the Highway Authority considers a site is unsafe, it may take immediate action and recover any costs incurred from the Licensee.
7. Any damage caused to the highway (including verges, footway, carriageway and highway drainage), and statutory undertakers apparatus by the site construction traffic shall be rectified by the Licensee at their own cost.

8. By entering into this Agreement, the Licensee agrees that they will indemnify the Highway Authority against all claims, liability or loss whatsoever arising out of and incidental to any or all of the works they or their contractor undertake in the highway.
9. It will be the Licensee's responsibility to advise their selected contractor of these requirements and conditions in seeking a quotation. Failure to comply with any condition relating to the works may mean that the Highway Authority will carry out remedial work. Costs will be recharged to the Licensee.

APPLICATION FOR PERMISSION TO PLACE STREET FURNITURE ON THE HIGHWAY



HIGHWAYS ACT 1980

If your application is for items to be attached to Street Lighting columns, a different form will need to be completed. Please visit <https://www.suffolk.gov.uk/roads-and-transport/highway-licences/attachments-to-street-lighting-columns-or-electrical-installations-on-or-over-the-highway-licence/>

Application Notes

1. General

A licence is required where apparatus (street furniture) is placed on or over the highway. The term highway includes footpaths, cycleways, verges, and roads. It is an offence under the Highways Act 1980 to place apparatus (street furniture) on or over the highway without first obtaining a licence from Suffolk County Council (SCC) as the Highway Authority. Failure to obtain the required licence could result in legal action being taken by SCC.

2. Application procedure

Once the application form has been received by the Highways Licensing and Enforcement Team an acknowledgement will be sent to you, and we will endeavour to respond within 20 working days with our decision.

If successful, a payment fee will be required before the licence is issued. Payment options will be included within our decision correspondence. Please remember that no work can commence on the highway until you have received written permission from us.

3. Licence conditions

You will need to satisfy the standard conditions before a licence is issued.

These conditions cover:

- The ability to indemnify SCC against third party liability.
- Compliance with legislation in placing the apparatus or opening of the highway.
- Ability for SCC to inspect works.
- Keeping the area safe whilst undertaking works, to protect the public
- Making good of the highway on completion
- Future implications of anything which may affect the integrity of the highway.

A copy of the full standard licence conditions can be found on the Street Furniture page at www.suffolk.gov.uk



Suffolk County Council Highways Licensing

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Ipswich Service Delivery Centre, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Rougham Service Delivery Centre, Moore Road, Rougham, Bury St Edmunds, Suffolk, IP30 9ND

www.suffolk.gov.uk

Application Form

Please complete the following to enable us to process your application

Applicant details

Name

Address

For and on behalf of

(Parish, Town, District, Borough
Council or Organisation)

Telephone number

Email

Proposed location of the Street Furniture

Address

(including postcode)

Location (on Footway,
on verge, on carriageway)

**Please supply photos,
plans or sketches**

**Description of
Street Furniture**

(e.g. wooden bench,
metal planter)

**Dimensions of
Street Furniture**

W:	mm		H:	mm		L:	mm
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Suffolk County Council Highways Licensing

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www.suffolk.gov.uk

Fixing details including depths of excavation

(if applicable)

Planned date of installation

Contractor details

Declaration

Name (in block capitals)

Position

(in Parish, Town, District, Borough Council or Organisation)

Signature

Date

Please return completed form, and any additional information you may feel necessary to support your application to highways.streetfurniture@suffolk.gov.uk

Data Protection Act 1998

The personal data you provide on this form will be used by Suffolk County Council to administer your Licence.

We may occasionally share your personal data with other council departments and with other bodies including (housing benefits, the police, Inland Revenue) for the purposes of protecting public money, preventing and detecting crime and/or fraud and ensuring public safety. Such sharing will only occur on a case-by-case basis where a justifiable purpose in line with legislation has been demonstrated. The information may also be used for internal training.

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www.suffolk.gov.uk

PAYMENT INSTRUCTIONS

A Licence reference number will be provided to you by the Highways Licensing and Enforcement Team on receipt of your application, which you will need to quote when making payment.

ONLINE – Website: www.suffolk.gov.uk

Follow links to Roads and Transport & Suffolk Highways Licences

Select the “Pay for a Licence” link

Select the “Pay for a Licence” (Green Button)

Enter the provided Licence / Licence Reference Number, i.e. NRSWA-LICENCE-00011111
(Please ensure that “000” is entered before the given Licence / Licence Reference number.

To make the number 8 digits long.)

Enter your Organisation Name

Enter your contact Telephone Number

Select Application Cost from the drop-down box, “Licence/Penalty Charge”

Enter the amount that is being paid

Click “Proceed to Pay” (for single payments)

For multiple licences, click “Add Another”, followed by the “Proceed to Pay” button

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Payment should be made to: Suffolk County Council
Sort Code: 30-00-00
Account No: 00293148

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Account No: 01305978

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BY POST

Please make your cheque payable to **Suffolk County Council** and send it to:

Highways Licensing and Enforcement Team, Phoenix House, 3 Goddard Road, Ipswich, Suffolk, IP1 5NP

Please note that paying by cheque will delay the process by 7 days, until authorisation of cheque clearance has been received.

If you have any queries regarding the any of the above information, please get in contact by emailing highways.streetfurniture@suffolk.gov.uk

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