

Dated 12 - 04 - 2019

**MID SUFFOLK DISTRICT COUNCIL**  
and  
**SUFFOLK COUNTY COUNCIL**  
and  
**BLACKACRE (GREAT BLAKENHAM) LTD**  
and  
**NZ INVESTMENTS LIMITED**  
and  
**SATURN REAL ESTATE 2 S.A R.L**  
and  
**PORT ONE (FDS) LTD**  
and  
**ARUM CAPITAL LIMITED**

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**DEED OF VARIATION**

**under Section 106 and 106A of the Town and Country Planning Act 1990  
relating to land at Blackacre Hill, St James Business Park, Bramford Road,  
Great Blakenham, Suffolk**

**Mid Suffolk District Council Planning Application Reference Number 1755/17.**

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THIS DEED OF VARIATION is made the 12 day of April

2019

**BETWEEN**

1. **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the District Council").
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich Suffolk, IP1 2BX ("the County Council").
3. **BLACKACRE (GREAT BLAKENHAM) LTD** (Company Registration Number 09247071) whose registered office address is at The Octagon Suite E2, 2nd Floor, Middleborough, Colchester, Essex, England, CO1 1TG ("the First Owner").
4. **PORT ONE (FDS) LTD** (Company Registration Number 10810083) whose registered office address is at The Octagon, 27 Middleborough, Colchester, Essex, England, CO1 1TG ("the Second Owner").
5. **NZ INVESTMENTS LIMITED** (Company Registration Number 10792991) whose registered office is at 1 Duke's Mews, London, United Kingdom, W1U 3ES ("NZ")
6. **SATURN REAL ESTATE 2 S. À R.L** incorporated and registered in Luxembourg whose registered office is at 412 F, Route d'Esch, L – 1030 Luxembourg ("Saturn")
7. **ARUM CAPITAL LIMITED** incorporated and registered in Jersey with company number 122915 whose registered office is at Second Floor, Charles Bisson House, 30-32 New Street, St Helier, Jersey JE1 8FT ("the Second Chargee").

**BACKGROUND**

- A. The District Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is located and the authority by whom the obligations contained in this Deed are enforceable.
- B. The County Council is also a local planning authority for the purposes of the TCPA 1990 for the area in which the Site is located (and is also the local highways authority) by whom the obligations contained in this Deed are enforceable.
- C. On 16<sup>th</sup> November 2016 the District Council (1) the County Council (2) the First Owner (3) Lendinvest Private Finance General Partners Limited (Company Registration Number 07156408) (4) and Lendinvest Capital S.A.R.L (being a company incorporated in Luxembourg) (5) entered into the Principal Section 106 Agreement for the purpose of securing specific planning obligations against the Site.
- D. Following completion of the Principal Section 106 Agreement the District Council issued

the Existing Planning Permission for the Development to be carried out on the Site.

- E. The First Owner remains the proprietor of the First Property.
- F. The Second Owner is now the proprietor of the Second Property.
- G. NZ is the registered proprietor of a Legal Charge over the First Property dated 3rd October 2018 which was registered against Title Number SK286697 on 22 October 2018 and is a party to this Deed for the purpose of confirming its consent to the First Property being bound by the planning obligations set out below.
- H. Saturn is the registered proprietor of a Legal Charge over the First Property dated 3rd October 2018 which was registered at the Land Registry against Title Number SK286697 on 22 October 2018 and is a party to this Deed for the purpose of confirming its consent to the First Property being bound by the planning obligations set out below
- I. The Second Chargee has the benefit of a legal charge dated 11th January 2019 which is in the process of registration at the Land Registry against the Second Property and is a party to this Deed for the purpose of confirming its consent to the Second Property being bound by the planning obligations set out below.
- J. On 3<sup>rd</sup> May 2017 the First Owner submitted the Section 73 Application to the District Council seeking permission to vary Condition 20 of the Existing Planning.
- K. The District Council has resolved to approve the Section 73 Application and issue the Section 73 Planning Permission **SUBJECT TO** the prior completion of this Deed (without which the Section 73 Planning Permission would not be issued).
- L. The District Council and the County Council consider that the obligations contained in this Deed are necessary to make the Amended Development acceptable in planning terms and are directly related to the Amended Development are fairly and reasonably related in scale and kind to the Amended Development and comply with the authorities' policies in relation to section 106 of the TCPA 1990.

**NOW THIS DEED WITNESSETH** as follows:

**1. DEFINITIONS & INTERPRETATION**

1.1 In this Deed the following words and expressions shall (unless the context otherwise requires) have the following meanings:

“the Amended Development” means the Development described in the Section 73 Planning Permission.

“First Chargees” means NZ and Saturn and "First Chargee" means any of the First Chargees

<b>“First Property”</b>	means the part of the Site registered at the Land Registry with freehold title absolute under Title Number_SK286697
<b>“the Parties”</b>	means the parties to this Deed and <b>“Party”</b> shall be construed accordingly.
<b>“the Plan”</b>	means the plan which is attached to this Deed.
<b>“the Existing Planning Permission”</b>	means the outline planning permission for the Development issued by the District Council on 17th November 2016 in respect of Planning Application Reference Number 2351/16.
<b>“the Principal Section 106 Agreement”</b>	means the agreement dated 16 <sup>th</sup> November 2016 entered into by the District Council (1) the County Council (2) the First Owner (3) Lendinvest Private Finance General Partners Limited (Company Registration Number 07156408) (4) and Lendinvest Capital S.A.R.L (being a company incorporated in Luxembourg) (5) pursuant to section 106 of the TCPA 1990 for the purpose of securing specific planning obligations against the Site.
<b>“Second Property”</b>	means the part of the Site registered at the Land Registry with freehold title absolute under Title Number SK384309
<b>“Site”</b>	means the First Property and the Second Property
<b>“the Section 73 Application”</b>	means the application to vary Condition 20 of the Existing Planning Permission which was validated by the District Council on 11 <sup>th</sup> March 2017 under Planning Application Reference Number 1755/17.
<b>“the Section 73 Planning Permission”</b>	means the outline planning permission for the Amended Development which is to be issued by the District Council pursuant to the Section 73 Application in the form set out in the Appendix.
<b>“the TCPA 1990”</b>	means the Town and Country Planning Act 1990.
<b>“Working Day”</b>	means any day from Monday to Friday (inclusive) which is not a statutory bank holiday and <b>“Working Days”</b> shall be construed accordingly.

1.2 In this Deed:

- (a) Unless otherwise stated all defined terms shall have the same meanings as those designated in the Principal Section 106 Agreement.
- (b) The clause headings shall not affect the interpretation of this Deed.
- (c) A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (d) Unless the context otherwise requires words in the singular shall include the plural and vice versa.
- (e) Unless the context otherwise requires a reference to one gender shall include a reference to all other genders.
- (f) A reference to any Party shall include that Party's personal representatives, successors or permitted assigns and in the case of the District Council and the County Council any successor(s) to their respective statutory functions.
- (g) A reference to a statute or statutory provision shall include a reference to:
  - (1) that statute or statutory provision as from time to time amended, extended, re-enacted, consolidated or replaced; and
  - (2) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision whether before or after the date of this Deed.
- (h) Unless the context otherwise requires any reference to a recital, clause, sub-clause, schedule, paragraph or appendix (if any) shall be a reference to any recital, clause, sub-clause, schedule, paragraph or appendix of this Deed.
- (i) Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.

**2. STATUTORY PROVISIONS**

2.1 This Deed is made pursuant to sections 106 and 106A of the TCPA 1990 and contains planning obligations pursuant to the TCPA 1990 which shall be binding on the First Property and the Second Property and enforceable by both the District Council and County Council (as appropriate) against the First Owner and the Second Owner respectively.

2.2 Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the TCPA 1990 they are entered into pursuant to the powers contained in:

- (a) section 111 of the Local Government Act 1972;
- (b) section 1 of the Localism Act 2011; and
- (c) all other enabling powers.

2.3 The Parties acknowledge that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 relating to planning obligations are satisfied.

**3. VARIATION TO THE PRINCIPAL SECTION 106 AGREEMENT**

- 3.1 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed between the parties in the form of a deed
- 3.2 **IT IS AGREED** that this Deed shall be read and construed as if the terms and provisions of the Principal Section 106 Agreement were incorporated (and set out in full) in this Deed but varied by the provisions set out in the Schedule.
- 3.3 For the avoidance of doubt the Parties agree the Principal Section 106 Agreement shall remain in full force and effect in respect of the Existing Planning Permission

#### **4. CONDITIONALITY**

##### **4.1 IT IS FURTHER AGREED that WITH THE EXCEPTION OF:**

- (a) Clauses 3.2 & 3.3 (variation to the Principal Section 106 Agreement);
- (b) Clauses 5.1(a) & (b) and 5.2 (a) & (b) (the First Owner's & the Second Owner's covenants);
- (c) Clause 6.1 and 6.2 (the District Council's covenants);
- (d) Clauses 7.1 (the County Council's covenant);
- (e) Clauses 8.1 and 8.2 (First Chargee's and Second Chargee's Consents)
- (f) Clause 9.1 (local land charge);
- (g) Clause 10.1 (notices);
- (h) Clause 11.1 (VAT);
- (i) Clause 12.1 (legal costs);
- (j) Clause 13.1 (third party rights);
- (k) Clause 14.1 (governing law)

which shall have immediate effect from the date of completion of this Deed no part of this Deed shall be effective or enforceable **UNLESS AND UNTIL:**

- (i) the Section 73 Planning Permission has been issued by the District Council;

#### **AND**

- (ii) Commencement of Development has occurred.

- 4.2 **IF** the Section 73 Planning Permission shall expire prior to Commencement of Development or shall at any time be quashed or revoked without the consent of the Parties **THEN** the provisions of this Deed shall forthwith determine and cease to have effect with the exception of this Clause 4.2 **AND** on receiving a written request from the First Owner and/or the Second Owner the District Council shall ensure that any entry in the local land charges register referring to this Deed made in accordance with Clause 9.1 below shall be removed forthwith.

#### **5. THE OWNER'S COVENANTS**

##### **5.1 The First Owner covenants with the District Council and the County Council:**

- (a) that it is the registered proprietor of the First Property and no party other than the First Owner and the First Chargees has an interest in the First Property whose

consent is necessary in order to make this Deed binding on the First Property;

- (b) to observe and perform the obligations on the part of the Owner set out in the Principal Section 106 Agreement as and varied by this Deed insofar as those obligations affect the First Property; and

5.2 The Second Owner covenants with the District Council and the County Council:

- (a) that it is the registered proprietor of the Second Property and no party other than the Second Owner and the Second Chargee has an interest in the Second Property whose consent is necessary in order to make this Deed binding on the Second Property;
- (b) to observe and perform the obligations on the part of the Owner set out in the Principal Section 106 Agreement as varied by this Deed insofar as those obligations affect the Second Property; and

## **6. THE DISTRICT COUNCIL'S COVENANTS**

6.1 The District Council covenants with the First Owner and the Second Owner to observe and perform the obligations on its part set out in the Principal Section 106 Agreement as varied by this Deed.

6.2 The District Council covenants that it shall issue the Section 73 Planning Permission as soon as reasonably practicable following completion of this Deed and in any event within three (3) Working Days of its completion.

## **7. THE COUNTY COUNCIL'S COVENANTS**

7.1 The County Council covenants with the First Owner and the Second Owner to observe and perform the obligations on its part set out in the Principal Section 106 Agreement as varied by this Deed.

## **8. CONTINUATION OF THE TERMS OF THE PRINCIPAL SECTION 106 AGREEMENT**

8.1 The District Council, the County Council, the First Owner and the Second Owner agree and hereby covenant that with effect from the date of Commencement of Development under the Section 73 Planning Permission:

- (a) the Principal Section 106 Agreement (as amended in accordance with Clause 3.2 above) shall be read and construed as if references to the Planning Permission are references to the Section 73 Planning Permission ; and
- (b) the terms of the Principal Section 106 Agreement (as amended in accordance with Clauses 3.2 and 8.1(a) above) shall continue in full force and effect in relation to the Amended Development

## **9. THE FIRST CHARGEES' & SECOND CHARGEES' CONSENTS**

9.1 Each of the First Chargees hereby consents to the First Owner entering into this Deed and agrees to be bound by it and agrees the security of its Legal Charge over the First

Property shall take effect **SUBJECT TO** the provisions of this Deed PROVIDED THAT each of the First Chargees shall otherwise have no liability under this Deed unless that First Chargee takes possession of the -First Property in which case such First Chargee will be bound by the obligations as if it were a person deriving title from the First Owner

- 9.2 The Second Chargee hereby consents to the Second Owner entering into this Deed and agrees to be bound by it and agrees the security of its registered charge shall take effect **SUBJECT TO** the provisions of this Deed PROVIDED THAT the Second Chargee shall otherwise have no liability under this Deed unless the Second Chargee takes possession of the Second Property in which case the Second Chargee will be bound by the obligations as if it were a person deriving title from the Second Owner.

**10. LOCAL LAND CHARGE**

- 10.1 As soon as reasonably practicable following its completion this Deed shall be registered by the District Council as a local land charge

**11. NOTICES**

- 11.1 The addresses for service of any notice or other written communication in accordance with this Deed shall be as set out at the head of this Deed **SAVE THAT :-**
- (i) the address for the District Council shall be The Professional Lead, Growth and Sustainable Planning, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX. and
  - (ii) any notice to be served on the First Owner or the Second Owner shall also be sent to 7 Pegasus Orion Court, Addison Way, Great. Blakenham Ipswich IP6 ORL
  - (iii) any notice to Saturn shall also be sent to Cranborne Chase Asset Finance Limited, 61 Conduit Street, London, W1S 2GB (for the attention of Charles Keay)

**12. VALUE ADDED TAX**

- 12.1 All considerations given to the District Council and the County Council in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

**13. LEGAL COSTS**

- 13.1 The First Owner shall no later than the date of completion of this Deed pay the reasonable legal costs incurred by the District Council and the County Council (being in total £500 (£250 to be paid to each Council)) in its negotiation, preparation and completion.

**14. THIRD PARTY RIGHTS**

- 14.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.

**15. GOVERNING LAW**

- 15.1 This Deed any dispute or claim arising out of or in connection with it or its subject matter



or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## SCHEDULE

The terms of the Principal Section 106 Agreement shall be varied as follows:

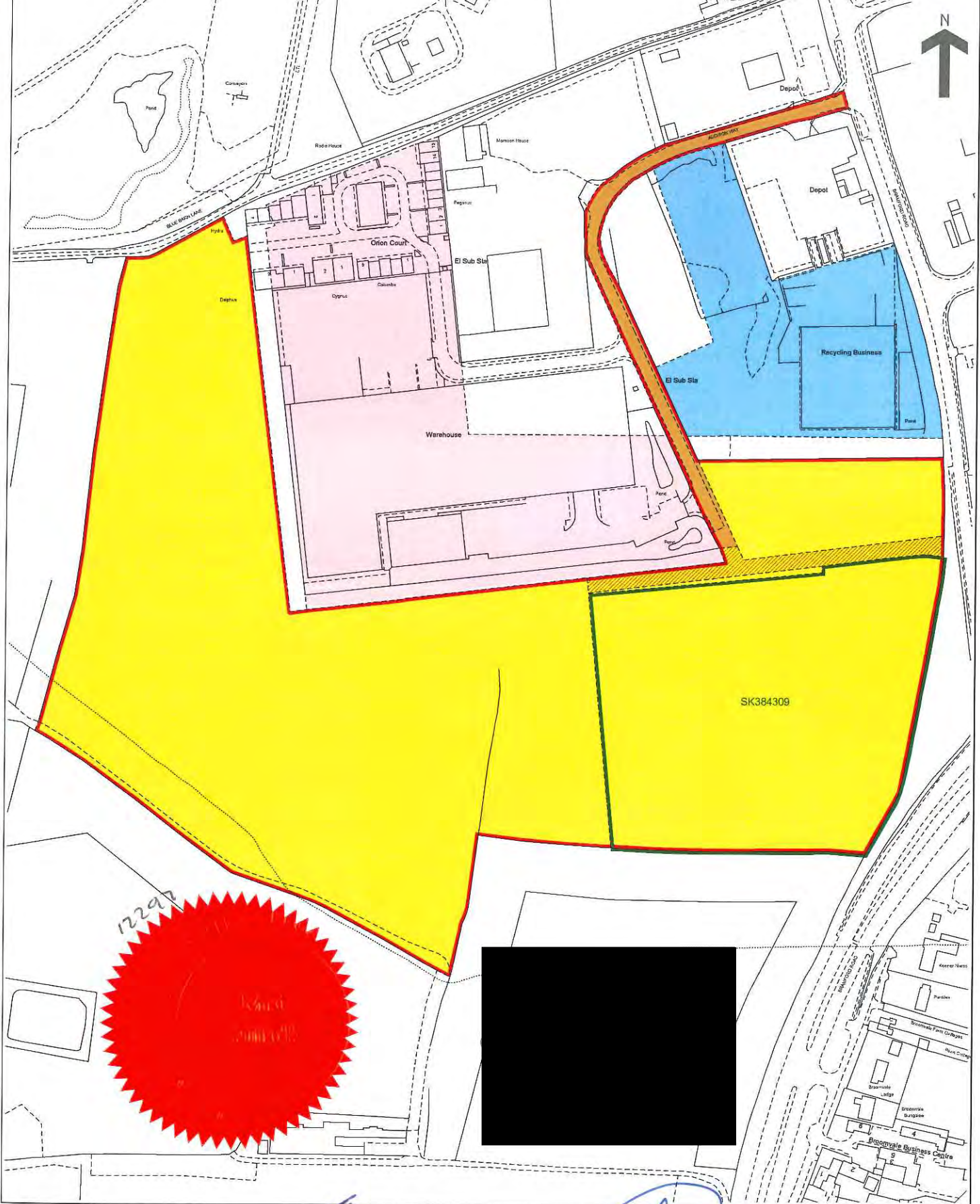
1. The definition of "**Planning Permission**" which is set out on page 6 of the Principal Section 106 Agreement between the definition of "**Site Plan**" and the definition of "**Shuttle Bus**" shall be deleted in its entirety.
2. The First Schedule shall be deleted.
3. The new definitions as set out at Clause 1.1 of this Deed shall be inserted (and any equivalent definitions in the Principal Section 106 Agreement shall be deleted).

HM Land Registry  
Official copy of  
title plan

Title number SK286697  
Ordnance Survey map reference TM1149NE  
Scale 1:2500  
Administrative area Suffolk : Mid Suffolk

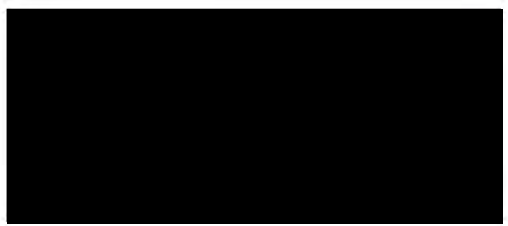


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IN WITNESS the Parties have executed this Deed the day and year first before written.

The Common Seal of **Mid Suffolk District** )  
**Council** was affixed to this document in )  
the presence of: )

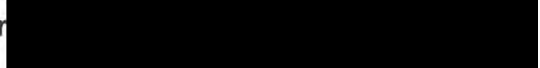
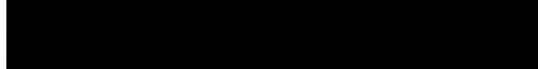



Authorised Signatory

The Common Seal of **Suffolk County** )  
**Council** was affixed to this document in )  
the presence of: )

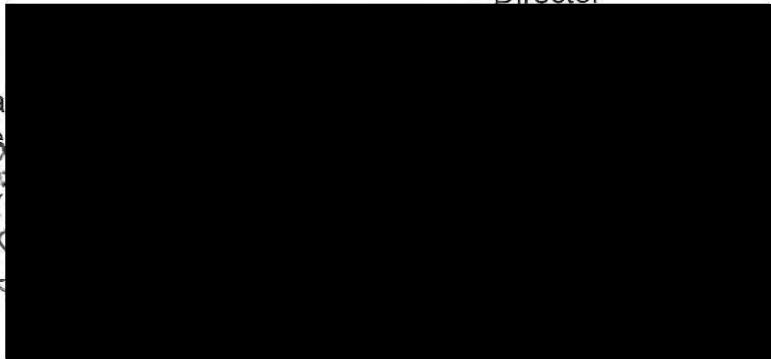


Authorised Signatory

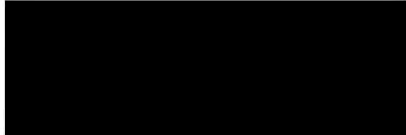
Executed as a Deed by **Blackacre (Gr**   
**Blakenham) Ltd** acting by a director   
in the presence of: 

Director

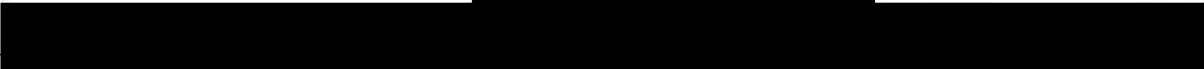
Witness Signa  
Witness name  
Address  
Occupation



Executed as a Deed by **NZ Investments Limited** acting by a director in the presence of:

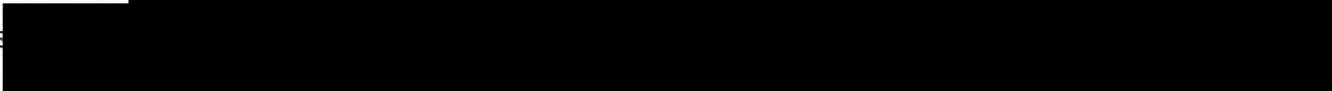


Witness Signature

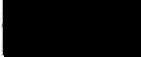


Witness Name

Address



Occupation



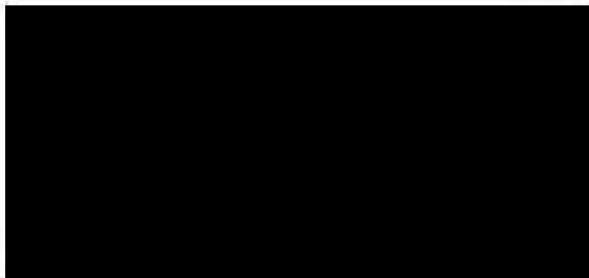
Executed as a deed by

**Saturn Real Estate 2 S.À R.L.,**

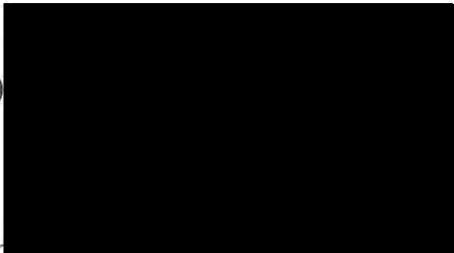
a company incorporated in Luxembourg acting by



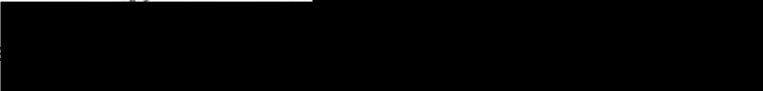
(as Manager B) who in accordance with the laws of that territory is acting under the authority of the company.



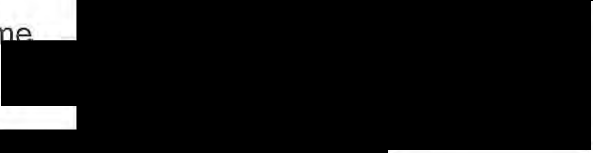
Executed as a Deed by **Port One (FDS)**  
acting by a director  
in the presence of:



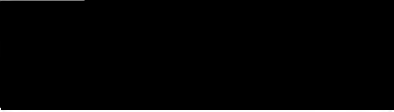
Witness Signature



Witness name  
Address



Occupation



~~Executed as a Deed by **LSC Finance Ltd**~~  
~~acting by a director~~  
~~in the presence of:~~

Director

Witness Signature

Witness name  
Address

Occupation

EXECUTED and DELIVERED as a DEED  
by **Arum Capital Limited**, a company  
incorporated in Jersey, acting by a director,  
who in accordance with the terms of that  
territory, is acting under the authority of the  
company

[Redacted Signature]

Director

[Redacted Name]

Witness

Full Name [Redacted]

Witness only:

Address: [Redacted]  
Occupati [Redacted]

**APPENDIX**

**(draft copy of the Section 73 Planning Permission)**



Philip Isbell - Corporate Manager  
Growth & Sustainable Planning

Mid Suffolk District Council  
Endeavour House, 8 Russell Road, Ipswich IP1 2BX

Website: [www.midsuffolk.gov.uk](http://www.midsuffolk.gov.uk)



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**PLANNING PERMISSION**  
**TOWN AND COUNTRY PLANNING ACT 1990**

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**Correspondence Address:**

Number One  
The Drive  
Great Warley  
Brentwood  
CM13 3DJ

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**Applicant:**

82C East Hill  
Colchester  
C01 2QW

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**Date Application Received:** 03-May-17

**Application Reference:** 1755/17

**Date Registered:** 11-May-17

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**Proposal & Location of Development:**

Application for variation of condition 20 following grant of planning permission 2351/16:  
"Application for outline planning permission (including access, all other matters reserved) for development of business and logistics park to provide commercial floorspace principally within Use Classes B1 and B8, to include access onto the B1113 Bramford Road and a secondary means of access via Addison Way, together with the provision of estate roads and ancillary parking, servicing and landscaping" to enable revised details for proposed accesses

Land At Blackacre Hill, Bramford Road, Great Blakenham,

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**Section A – Plans & Documents:**

This decision refers to drawing no./entitled 7870 101 00 received 03/05/2017 as the defined red line plan with the site shown edged red. Any other drawing showing land edged red whether as part of another document or as a separate plan/drawing has not been accepted or treated as the defined application site for the purposes of this decision.

The plans and documents recorded below are those upon which this decision has been reached:

Defined Red Line Plan 7870 101 00 - Received 03/05/2017

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**Section B:**

Mid Suffolk District Council as Local Planning Authority, hereby give notice that **PLANNING PERMISSION HAS BEEN GRANTED** in accordance with the application particulars and plans listed in section A subject to the following conditions:

1. **ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: TIME LIMIT FOR RESERVED MATTERS APPLICATION:**

Application for approval of reserved matters must be made not later than 17th November 2021, and the development must be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates the final approval of the last such matter to be approved.

Reason - Required to be imposed pursuant to Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004

2. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS: PRE-COMMENCEMENT CONDITION: APPROVAL OF RESERVED MATTERS**

Before any development is commenced, approval of the details of the appearance, scale and layout of the building(s), and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained for that area or phase in writing from the Local Planning Authority.

Reason - To enable the Local Planning Authority to secure an orderly and well designed development in accordance with the character and appearance of the neighbourhood and in accordance with the Development Plan. This condition is required to be agreed prior to the commencement of any development in accordance with proper planning principles to allow public engagement on the outstanding reserved matters and ensure no significant adverse harm results.

3. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS: PRE-COMMENCEMENT CONDITION: APPROVAL OF PHASING OF DEVELOPMENT**

The development shall be carried out in accordance with the phasing plan approved by the local planning authority on 13 May 2017 under application reference 2351/16.

Reason - To enable the Local Planning Authority to secure an orderly and well designed development provided in appropriate phases to ensure minimal detriment to residential amenity, the environment and highway safety prior to the commencement of such development.

4. The development hereby permitted shall be carried out in accordance with the following approved documents or such other drawings/documents as may be approved by the Local Planning Authority in writing pursuant to other conditions of this permission; or such drawings/documents as may subsequently be approved in writing by the Local Planning Authority as a non-material amendment following an application in that regard:

Defined Red Line Plan:

The defined Red Line Plan for this application is Drawing 7870-100-01. This drawing is the red line plan that shall be referred to as the defined application site.

Approved / Refused Plans and Documents:

The following documents and plans were approved as part of the application:

\* Illustrative Drawing 1823SK10-04-J - Feasibility Study received on 23rd May 2016.

- \* Design & Access Statement received on 23rd May 2016.
- \* Landscape Strategy (included as part of the Design & Access Statement) received on 23rd May 2016.
- \* Planning Statement received on 23rd May 2016.
- \* Statement of Community Involvement (Section 4 of the Planning Statement) received on 23rd May 2016.
- \* Economic Statement (Section 9 of the Planning Statement) received on 23rd May 2016.
- \* Transport Assessment received on 23rd May 2016.
- \* Draft Interim Travel Plan received on 23rd May 2016.
- \* Extended Phase 1 Habitat Survey and Protected Species Assessment received on 23rd May 2016.
- \* Landscape and Visual Impact Assessment, received on 23rd May 2016, comprising:

Landscape and Arboricultural Supporting Statement, as prepared by  
LSDP, which references  
Landscape and Visual Impact Assessment prepared by Waterman  
Energy, Design and Environment Ltd

- \* Tree Survey and Arboricultural Implications Assessment, received on 23rd May 2016, comprising:

Landscape and Arboricultural Supporting Statement, as prepared by LSDP, which  
references;  
Arboricultural Survey Report prepared by Waterman Energy, Design and  
Environment Ltd

- \* Archaeology Report received on 23rd May 2016 and subsequent Written Scheme of Investigation received on 13th February 2018.
- \* Sustainability Statement received on 23rd May 2016.
- \* Phase 1 Land Contamination Report (Appendix D of the Sustainability Statement) received on 23rd May 2016.
- \* Flood Risk Assessment & Sustainable Drainage Strategy (Volumes 1, 2 and 3) received on 23rd May 2016.
- \* Suffolk County Council Surface Water Drainage Proforma (included as an appendix to the Flood Risk Assessment) received on 23rd May 2016.
- \* Stage 1 Road Safety Audit and drawings 1633-17, 17A and 17B received on 3rd June 2016.
- \* Sustainability Report Rev A received on 23rd June 2016.
- \* Archaeological Evaluation Report Rev A received on 28th June 2016.
- \* Highway Technical Note 01 received on 4th July 2016.
- \* Highway Drawings 1633-I2, J2 - ARCADY JN5L & PP-PM-HGV received on 19th July 2016.
- \* Flood Risk Addendum
- \* Preliminary Dormouse Survey Report received on 22nd July 2016.
- \* Protected Species Method Statement received on 22nd July 2016.
- \* Dormouse Survey Report (Abrehart Ecology Nov 2016).
- \* Badger Survey Report (Abrehart Ecology May 2017).
- \* LICENCE - Mitigation and Annex issued by Natural England dated 27th September 2017.
- \* Construction Environmental Management Plan - Biodiversity (Abrehart Ecology June 2017).
- \* Plans IP16\_060\_03\_278\_1 through to IP16\_060\_03\_278\_5 received 1 May 2018.

Reason - For the avoidance of doubt and in the interests of proper planning of the development.

5. **ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: SUBMISSION OF GROUND FLOOR LEVELS WITH RESERVED MATTERS APPLICATION.**

Concurrently with the submission of reserved matters in respect of the siting and/or design of the individual buildings in each area or phase of the development, details of the proposed finished ground floor level, measured from a fixed off site datum point, of each building within that particular area or phase, shall also be submitted for approval, in writing, by the Local Planning Authority. The building(s) shall thereafter be constructed in accordance with the approved levels.

Reason - In order to secure a design in scale with development surrounding the site so as to protect the visual amenities, amenity of neighbouring properties and character of the area.

6. **ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE - SURFACE WATER DRAINAGE DETAILS**

No development shall take place within any particular area or phase of the development until details of a surface water drainage scheme for that phase, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development within that phase, has been submitted to and approved in writing by the local planning authority. The details should demonstrate the surface water runoff generated up to and including the 100 years critical storm will not exceed the runoff from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details. Details include:

- a) Results of site specific infiltration tests which have been carried out in accordance with BRE Digest 365 (as amended)
- b) Demonstration that the run off rates shall not exceed the Greenfield run off rates.
- c) Demonstration that the volume of runoff will not exceed that of a Greenfield site
- d) Plan showing exceedance flow paths
- e) Phasing
- f) Maintenance and management scheme for the lifetime of the consented development, including the body /organisation responsible for themaintenance and management
- g) Measures to protect ground water or watercourses from pollution during all phases.
- h) An Asset Register identifying location, ownership and maintenance arrangements for each surface water drainage feature in a form compatible with Suffolk County Councils Asset Register"

Reason - To safeguard the ground water environment and minimise the risk of flooding.

7. **ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT: CONSTRUCTION MANAGEMENT TO BE AGREED**

Prior to the commencement of development within any particular area or phase, details of the construction methodology for that area or phase shall be submitted to and approved in writing by the Local Planning Authority and shall incorporate the following information:-

- a) Details of the hours of work/construction of the development within which such operations shall take place and the hours within which delivery/collection of materials for the said construction shall take place at the site.
- b) Details of the storage of construction materials on site, including details of their siting and maximum storage height.
- c) Details of how construction and worker traffic and parking shall be managed.
- d) Details of any protection measures for footpaths surrounding the site.
- e) Details of any means of access to the site during construction, including the routing of HGVs.
- f) Details of the scheduled timing/phasing of development for the overall construction period.
- g) Details of any wheel washing to be undertaken, management and location it is intended to take place.
- h) Details of the siting of any on site compounds and portals.
- i) Details of the method of any demolition to take place, including the recycling and disposal of said materials resulting from demolition.

The construction shall at all times be undertaken in accordance with the agreed methodology approved in writing by the Local Planning Authority.

Reason - To minimise detriment to nearby residential and general amenity by controlling the construction process to achieve the approved development. This condition is required to be agreed prior to the commencement of any development as any construction process, including site preparation, by reason of the location and scale of development may result adverse harm on amenity.

#### 8. **PRIOR TO FIRST USE OR OCCUPATION: EXTERNAL LIGHTING**

Neither occupation nor use of any building will take place in any area or phase of the development unless details of a scheme of external lighting for that area or phase have first been submitted to, and approved in writing by, the Local Planning Authority.

The scheme shall show how and where external lighting will be installed, (through technical specifications and the provision of appropriate lighting contour plans which shall include lux levels of the lighting to be provided), so that it can be;

- a) Clearly demonstrated that areas to be lit have reasonably minimised light pollution, through the use of minimum levels of lighting and features such as full cut off cowls or LED.
- b) Clearly demonstrated that the boundary vegetation to be retained, as well as that to be planted, will not be lit in such a way as to disturb or prevent bats using their territory or having access to their breeding sites and resting places or foraging areas, through the use of minimum levels of lighting and features such as full cut off cowls or LED.

All external lighting shall be installed in accordance with the specifications and locations set out in the approved scheme, and shall be maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the Local Planning Authority.

Reason - In order to reasonably minimise the landscape and visual impacts of the proposal have particular regard for Policy CS5 and In the interests of highway safety by avoiding disability or discomfort glare for users of the highway.

9. **ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT -  
ARCHAEOLOGICAL WORKS**

The development shall proceed in accordance with the Written Scheme of Investigation approved under discharge of condition application ref. 18/00284.

Reason - To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development. This condition is required to be agreed prior to the commencement of any development to ensure matters of archaeological importance are preserved and secured early to ensure avoidance of damage or loss due to the development and/or its construction. If agreement was sought at any later stage there is an unacceptable risk of loss and damage to archaeological and historic assets.

10. **ACTION REQUIRED PRIOR TO THE FIRST OCCUPATION OF DEVELOPMENT -  
ARCHAEOLOGICAL WORKS**

No more than 30,000 sqm of floor space shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under condition 9 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason - To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development.

11. **ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: AGREEMENT  
OF MATERIALS**

No building may be constructed above slab level until precise details of the manufacturer and types and colours of the external facing and roofing materials to be used in construction of that building have been submitted to and approved, in writing, by the Local Planning Authority. Such materials as may be agreed shall be those used in the development and shall be fully applied prior to the first use/occupation.

Reason - To secure an orderly and well designed finish sympathetic to the character of the area and in the interests of visual amenity and the character and appearance of the area.

12. **ACTION REQUIRED PRIOR TO COMMENCEMENT DEVELOPMENT: MITIGATION TO  
BE AGREED**

No development shall be undertaken except in accordance with the approved scheme of mitigation and timings as agreed on 15.8.2017 (Dormouse Survey Report (Abrehart Ecology, Nov 2016) received on 25th July 2017) under reference DC/17/03851.

Reason - In order to safeguard protected wildlife species and their habitats and because the site includes a potentially suitable habitat for protected species. This

condition is required to be agreed prior to the commencement of any development as any construction process, including site preparation, has the potential to disturb protected species and their habitat.

13. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT:  
AGREEMENT OF MEASURES TO IMPROVE SUSTAINABILITY OF DEVELOPMENT**

Prior to the commencement of any area or phase of the development above slab level, a scheme for the provision and implementation of water, energy and resource efficiency measures, during the construction and operational phases of that area or phase of the development shall be submitted to and approved, in writing, by the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the construction and occupancy of the development. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetable as may be agreed.

Reason - To enhance the sustainability of the development through better use of water, energy and resources. This condition is required to be agreed prior to the commencement of any development as any construction process, including site preparation, has the potential to include energy and resource efficiency measures that may improve or reduce harm to the environment and result in wider public benefit in accordance with the NPPF.

14. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT:  
AGREEMENT OF MEASURES TO IMPROVE SUSTAINABILITY OF DEVELOPMENT**

In order to ensure conservation of energy, water and other resources and encourage sustainable construction techniques and the use of sustainable materials, each building is to be assessed against the latest BREEAM new construction standard and 'very good' level achieved with a minimum of 8 credits within section ENE1. Assessment and final certification is to be obtained for each building with 12 months of first occupation of that building.

Each building is to incorporate renewable energy technology in order to provide at least 10% of the predicted energy requirements. Demonstration that suitable technologies have been considered and any reasons for their exclusion as well as calculations demonstrating that 10% of the energy requirement for the building has been met from the selected renewable technology.

Reason - To enhance the sustainability of the development through better use of water, energy and resources. This condition is required to be agreed prior to the commencement of any development as any construction process, including site preparation, has the potential to include energy and resource efficiency measures that may improve or reduce harm to the environment and result in wider public benefit in accordance with the NPPF.

15. **PRIOR TO COMMENCEMENT: CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN (BIODIVERSITY)**

Protection measures approved on 15.8.2017 (Construction Environmental Management Plan - Biodiversity (Abrehart Ecology, June 2017), received on 25th July 2017) under reference DC/17/03851 shall be implemented before any works are carried out and all

development on the relevant area or phase will need to be supervised by an Ecological Clerk of Works.

Reason - In order to reasonably minimise the ecological impacts of the proposal have particular regard for the duties of the Local Planning Authority in respect of the Protected and Priority species on the site and the Priority Habitats Policy CS5.

**16. NESTING BIRDS**

No removal of hedgerows, trees or shrubs or other vegetation suitable for nesting shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the local planning authority.

Reason - In order to reasonably minimise the ecological impacts of the proposal have particular regard for the duties of the LPA, in respect of the Protected and Priority species on the site and the Priority Habitats Policy CS5.

**17. PRIOR TO COMMENCEMENT: REPTILES**

Prior to commencement in any area or phase, the mitigation plan for capture and re-location of reptiles within a receptor site as approved on 15.8.2017 (Reptile Mitigation Strategy (Abrehart Ecology, June 2017) received on 25th July 2017) under reference DC/17/0385, shall be implemented in full.

Reason - In order to reasonably minimise the ecological impacts of the proposal have particular regard for the duties of the LPA, in respect of the Protected and Priority species on the site and the Priority Habitats Policy CS5.

**18. PRIOR TO COMMENCEMENT: GREAT CRESTED NEWTS**

The development shall be carried out in accordance with the licence received by the LPA and approved on 13.11.2017 under reference DC/17/05234.

Reason - In order to reasonably minimise the ecological impacts of the proposal have particular regard for the duties of the LPA, in respect of the Protected and Priority species on the site and the Priority Habitats Policy CS5.

**19. PRIOR TO COMMENCEMENT: BADGERS**

Prior to commencement in any area or phase, the method statement approved on 15.8.2017 (Badger Survey Report (Abrehart Ecology, May 2017) received on 25th July 2017) under reference DC/17/03851 shall be implemented in full.

Reason - In order to reasonably minimise the ecological impacts of the proposal have particular regard for the duties of the LPA, in respect of the Protected and Priority species on the site and the Priority Habitats Policy CS5.

**20. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT - PRE COMMENCEMENT CONDITION: DETAILS OF PROPOSED ACCESS REQUIRED.**



No part of the development shall be occupied until the access as approved under ref. 18/01897 has been laid out and constructed in its entirety. Thereafter the access shall be retained in its approved form.

Reason - To ensure that the accesses are designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.

21. **SPECIFIC RESTRICTION ON DEVELOPMENT: HIGHWAYS: SAFETY**

The gradient of the approved vehicular access and associated access drive shall not be steeper than 1 in 40 for the first thirty metres measured from the nearside edge of the adjacent metalled carriageway.

Reason: To ensure that vehicles can enter and leave the public highway in a safe manner.

22. **ACTION REQUIRED PRIOR TO FIRST OCCUPATION: HIGHWAYS - ACCESS SURFACE TREATMENT**

Prior to the development hereby permitted being first occupied, the vehicular access onto the B1113 (Bramford Road) shall be properly surfaced with a bound material for a minimum distance of 30 metres from the edge of the metalled carriageway, in accordance with details previously submitted to and approved in writing by the local planning authority.

Reason - To secure appropriate improvements to the vehicular access in the interests of highway safety.

23. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS TO ACCESS: HIGHWAYS - SURFACE WATER DISCHARGE PREVENTION DETAILS REQUIRED.**

Prior to the occupation of the new units, details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway. The approved scheme shall be carried out in its entirety before the access is first used and shall be retained and maintained thereafter in its approved form.

Reason - To prevent hazards caused by flowing water or ice on the highway. This is required prior to commencement to demonstrate that the design is feasible.

24. **ACTION REQUIRED PRIOR TO FIRST USE OF ACCESS: HIGHWAYS - PROVISION OF VISIBILITY SPLAYS**

Before the access onto the B1113 Bramford Road is first used clear visibility at a height of 0.6 metres above the carriageway level shall be provided and thereafter permanently maintained in those areas between the nearside edge of the metalled carriageway and a line 8.2 metres from the nearside edge of the metalled carriageway at the centre line of the access point and a distance of 120 metres in the northerly direction along the edge of the metalled carriageway from the centre of the access and between the nearside edge of the metalled carriageway and a line 9.0 metres from the nearside edge of the metalled carriageway at the centre line of the access point and a distance of 120 metres in the southerly direction along the edge of the metalled carriageway from the centre of the access (as shown on Drawing No. Cottee Transport

Planning Drawing No. 1633/17A (Transport Assessment Appendix I)). Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow above that level within the areas of the visibility splays outside of highway maintainable at the public expense.

Reason - To ensure vehicles exiting the drive would have sufficient visibility to enter the public highway safely and vehicles on the public highway would have sufficient warning of a vehicle emerging in order to take avoiding action.

25. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT - PRE COMMENCEMENT CONDITION: PROVISION OF ROADS AND FOOTPATHS.**

Before development is commenced in any area or phase, details of the estate roads, cycletracks and footpaths, (including layout including temporary HGV turning facilities, levels, gradients, surfacing and means of surface water drainage) and a timetable for said works, within that area or phase and giving access to that area or phase, shall be submitted to and approved in writing by the Local Planning Authority. The details agreed to satisfy this condition shall be implemented and completed in their entirety in accordance with the timetable agreed.

Reason - To ensure that roads/footways/cycletracks are constructed to an acceptable standard in the interests of safety and sustainable development. This is required before development commences to ensure that HGVs are able to turn without encroaching upon individual plots or reversing onto highway at any time through the development of the site; to demonstrate that surface water will by design not flow onto public highway and that suitable access for pedestrians and cyclists is provided.

26. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT - PRE COMMENCEMENT CONDITION: PROVISION OF OFF ROAD CYCLE IMPROVEMENTS**

The off road cycle improvements approved under ref. 18/01897 shall be constructed before first occupation of any building on the site and thereafter maintained in that form unless otherwise agreed in writing by the Local Planning Authority.

Reason - In the interests of highway safety and sustainable development by providing off carriageway pedestrian / cycle route to the site. The details must be approved before commencement to ensure delivery is feasible.

27. **ACTION REQUIRED PRIOR TO OCCUPATION: ADVANCED SIGNAGE**

Prior to the development hereby permitted being first occupied, advanced signage on Addison Way and the new estate road shall be erected, in accordance with details previously submitted to and approved in writing by the local planning authority, in conjunction with the local highway authority. The submitted scheme shall also include details of advanced signage to be submitted on Bramford Road.

Reason - In the interests of road safety by avoiding HGVs reversing and unnecessary manoeuvres at Addison Way/ Bramford road junction.

28. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT - HIGHWAYS: PROVISION OF PARKING AND TURNING.**

Prior to the commencement of development in any area or phase, details of the areas to be provided for the loading, unloading, manoeuvring and parking of vehicles including secure and lit cycle storage, parking for disabled motorists and motorcycles, within that area or phase, shall be submitted to and approved, in writing, by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and remain free of obstruction except for the purpose of manoeuvring and parking of vehicles and used for no other purpose.

Reason - To ensure that sufficient space for the on site parking of vehicles is provided and maintained in order to ensure the provision of adequate on-site space for the parking and manoeuvring of vehicles where on-street parking and manoeuvring would be detrimental to highway safety to users of the highway.

29. **ACTION REQUIRED PRIOR TO COMMENCEMENT: HIGHWAY WORKS**

Prior to commencement of development above slab level in any area or phase the following details shall be submitted to and agreed in writing with the local planning authority. The agreed works shall be carried out in their entirety before the development is first occupied: -

- external lighting
- secure and lit cycle parking
- parking for disabled motorists
- motorcycle parking
- electric vehicle charging apparatus and ducting for electricity supply for additional spaces
- showers, changing facilities and lockers

Reason - In the interests of highway safety by avoiding disability or discomfort glare for users of the highway and to prevent light pollution and promoting sustainable transport choices. These are required before commencement to ensure that acceptable design is provided.

30. **SPECIFIC RESTRICTION ON DEVELOPMENT: PARKING**

Notwithstanding the provisions of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) the number of car parking spaces on the site shall not exceed 547 unless otherwise approved in writing by the local planning authority.

Reason - To promote sustainable transport choices.

31. **PRIOR TO COMMENCEMENT: TREE PROTECTION**

Any trees, shrubs and hedgerows within, or at the boundary of, the development area or phase, shall be protected in accordance with a scheme of tree protection, (BS5837:2012), to be agreed in writing with the Local Planning Authority prior to commencement.

The Local Planning Authority shall be advised in writing that the protective measures/fencing within a development area/phase have been provided before any

equipment, machinery or materials are brought onto the site for the purposes of development and shall continue to be so protected during the period of construction and until all equipment, machinery and surplus materials have been removed.

Within the fenced area no work shall take place; no materials shall be stored; no oil or other chemicals shall be stored or disposed of; no concrete, mortar or plaster shall be mixed; no fires shall be started; no service trenches shall be dug; no soil shall be removed or ground level changed at any time, without the prior written consent of the Local Planning Authority.

Reason - In order to reasonably minimise the landscape and visual impacts of the proposal have particular regard for Policy CS5

32. **CONCURRENT WITH SUBMISSION OF FIRST RESERVED MATTERS: HARD AND SOFT LANDSCAPING MASTERPLAN**

Before any development is commenced, and concurrent with the submission of the Reserved Matters application(s), a Landscape Masterplan shall be submitted to and approved by the local planning authority. The Landscape Masterplan shall include;

- a) the layout and arrangement of soft landscaping, proposed range species of trees shrubs and other planting and seeding, to also include proposed planting and seeding of SuDs attenuation features and the location of any ecological mitigation and enhancement features.
- b) the layout and arrangement of hard landscaping, including outline information of the materials palette and design principles to be adopted and the lighting arrangements for the site as a whole.

Reason - In order to reasonably minimise the landscape and visual impacts of the proposal have particular regard for Policy CS5.

33. **CONCURRENT WITH RESERVED MATTERS: DETAILED DESIGN MATERIALS AND LAYOUT**

Prior to the commencement of development above slab level in any area or phase, details of the design and materials for that area of phase, to accord with the agreed Landscape Masterplan, shall be submitted to the Local Planning Authority. The submitted details shall include colour, materials, finishes, signage, parking, boundary treatments (including the details of walls and fences for individual buildings), movement patterns, lighting, outdoor spaces, security principles and waste bin storage arrangements. Samples of the facing and roofing materials to be used in the development shall also be provided. Thereafter development in that area or phase shall be carried out in accordance with the approved details.

Reason - In order to reasonably minimise the landscape and visual impacts of the proposal have particular regard for Policy CS5.

34. **PRIOR TO CONSTRUCTION OF ANY BUILDING ABOVE SLAB LEVEL: SOFT LANDSCAPING**

No development of any building above slab level will take place within a development area or phase, until there has been submitted to and approved in writing by the Local Planning Authority, in accordance with the agreed Landscape Masterplan, a scheme of soft

landscaping for that development area/phase, drawn to a scale of not less than 1:200. The soft landscaping details shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants noting species, plant sizes and proposed numbers/ densities, weed control protection and maintenance covering a period of a minimum 10 years as well as any tree works to be undertaken during the course of the development.

Any planting removed, dying or becoming seriously damaged or diseased within ten years of planting shall be replaced within the first available planting season thereafter ( on a 1:1 basis for the first five years and at the discretion of the LPA for the second five years) with planting of similar size and species unless the Local Planning Authority gives written consent for any variation.

The agreed scheme shall be implemented in full.

Reason - In order to reasonably minimise the landscape and visual impacts of the proposal have particular regard for Policy CS5.

**35. PRIOR TO CONSTRUCTION OF ANY BUILDING ABOVE SLAB LEVEL: HARD LANDSCAPING**

No development of any building above slab level will take place in area or phase, until full details of a hard landscaping scheme for that area/phase, in accordance with the agreed Landscape Masterplan, has been submitted to and approved in writing by the Local Planning Authority. These details shall include proposed finished levels and contours showing earthworks and mounding; surfacing materials; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures (for example furniture, play areas and equipment, refuse and/or other storage units, signs, lighting and similar features); proposed and existing functional services above and below ground (for example drainage, power, communications cables and pipelines, indicating lines, manholes, supports and other technical features). The agreed scheme shall be implemented in full.

Reason - In order to reasonably minimise the landscape and visual impacts of the proposal have particular regard for Policy CS5.

**SUMMARY OF POLICIES WHICH ARE RELEVANT TO THE DECISION:**

- CS01 - Settlement Hierarchy
- CS02 - Development in the Countryside & Countryside Villages
- CS03 - Reduce Contributions to Climate Change
- CS04 - Adapting to Climate Change
- CS05 - Mid Suffolk's Environment
- FC01 - Presumption In Favour Of Sustainable Development
- FC01\_1 - Mid Suffolk Approach To Delivering Sustainable Development
- FC03 - Supply Of Employment Land
- GP01 - Design and layout of development
- CL09 - Recognised wildlife areas
- CL08 - Protecting wildlife habitats
- H17 - Keeping residential development away from pollution
- SB02 - Development appropriate to its setting
- CL11 - Retaining high quality agricultural land

E03 - Warehousing, storage, distribution and haulage depots  
E04 - Protecting existing industrial/business areas for employment generating uses  
E06 - Retention of use within existing industrial/commercial areas  
E09 - Location of new businesses  
E10 - New Industrial and commercial development in the countryside  
New Industrial and commercial development in the countryside  
E12 - General principles for location, design and layout  
T09 - Parking Standards  
T10 - Highway Considerations in Development  
T11 - Facilities for pedestrians and cyclists  
T12 - Designing for people with disabilities  
T13 - Bus Service  
NPPF - National Planning Policy Framework

Babergh and Mid Suffolk District Councils have adopted Community Infrastructure Levy (CIL) charging which affects planning permissions granted on or after 11th April 2016 and permitted development commenced on or after 11th April 2016. If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling or holiday let of any size your development may be liable to pay CIL and you must submit relevant documents to our Infrastructure Team telling us more about your development, who will pay CIL and when the development will start. You will receive advice on the amount you have to pay and what you have to do and you can find more information about CIL on our websites here:

[CIL in Babergh](#) and [CIL in Mid Suffolk](#) or by contacting the Infrastructure Team on: [infrastructure@baberghmidsuffolk.gov.uk](mailto:infrastructure@baberghmidsuffolk.gov.uk)

This relates to document reference: 1755/17

**Signed: Philip Isbell**

**Dated: 29th October 2018**

**Corporate Manager  
Growth & Sustainable Planning**

## **Important Notes to be read in conjunction with your Decision Notice**

### **Please read carefully**

This decision notice refers only to the decision made by the Local Planning Authority under the Town and Country Planning Acts and DOES NOT include any other consent or approval required under enactment, bylaw, order or regulation.

**Please note: depending upon what conditions have been attached to the decision, action may be required on your part before you can begin your development.** Planning conditions usually require that you write to the Local Planning Authority and obtain confirmation that you have discharged your obligations. You should read your decision notice in detail and make a note of the requirements placed on you by any conditions. **If you proceed with your development without complying with these conditions you may invalidate your permission and put your development at risk.**

### **Discharging your obligations under a condition:**

You should formally apply to discharge your conditions and the relevant application forms are available on the Council's website. The Local Planning Authority has 8 weeks to write to you after you submit the details to discharge your conditions. You should always account for this time in your schedule as the Local Planning Authority cannot guarantee that conditions can be discharged quicker than this. A fee is applicable for the discharge of planning conditions.

### **Building Control:**

You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control Section of Babergh and Mid Suffolk District Councils.

## Appeals to the Secretary of State

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or consent, or to grant permission or consent subject to condition, they may appeal to the Secretary of State for Communities and Local Government. The applicant's right of appeal is in accordance with the appropriate statutory provisions which follow:

Planning Applications: Section 78 Town and Country Planning Act 1990

Listed Building Applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1990

Advertisement Applications: Section 78 Town and Country Planning Act 1990  
Regulation 15

Town and Country Planning (Control of Advertisements) Regulations 2007

Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within six months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or online at <https://www.gov.uk/government/publications/modelnotification-notice-to-be-sent-to-an-applicant-when-permission-is-refused>

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he/she will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him/her that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by it, having regard to the statutory requirements\*, to the provisions of the Development Order, and to any directions given under the Order. The Secretary of State does not in practise refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him/her.

2. If permission or consent to develop land or carry out works is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use by the carrying out of any development or works which has been or would be permitted they may serve on the Council of the district in which the land is situated, a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990 or Section 32 Planning (Listed Buildings and Conservation Areas) Act 1990.

\*The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70 and 72(1) of the Act.