

Dated 1st December 2019

MID SUFFOLK DISTRICT COUNCIL

and

SUFFOLK COUNTY COUNCIL

**PLANNING OBLIGATION UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to site at Needham Market Middle School, School Street, Needham Market,
Ipswich, Suffolk, IP6 888

Planning Reference: DC/18/04811

THIS DEED is dated

December

2019

PARTIES:

- (1) **Mid Suffolk District Council** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (referred to respectively as the context requires as "**the District Council**" and until such time as it ceases to have an interest in the Site, "**the Owner**")

- (2) **Suffolk County Council** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (referred to as "**the County Council**")

together referred to as "**the Parties**"

INTRODUCTION

- (A) The District Council is the local planning authority for the purposes of the Act for the area within which the Site is situated

- (B) The County Council is a local highway authority (except for trunk roads) the local education authority local library authority local waste authority etc and is also the local planning authority for the purposes of the Act and because the District Council is also the Owner of the Site is entering into this Deed to act as an Enforcing Authority of the obligations contained in this Deed

- (C) The District Council has applied for Permission under planning reference DC/18/04811 ("**the Planning Application**")

- (D) On 27 February 2019 the District Council resolved to grant Permission for the Development subject to conditions and subject to the prior completion of this Deed

- (E) The District Council is the freehold owner of the Site subject to a lease in favour of Needham Market Library registered at the HM Land Registry under title number SK351300 over part of the Site

- (F) The District Council and the County Council consider that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the Parties

have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed

- (G) The District Council and the County Council (as appropriate) are satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 (as amended)
Affordable Housing	Means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with Annex 2 of the National Planning Policy Framework 2019, as amended
Affordable Housing Nomination Agreement	Means an agreement substantially in the form set out in the Fifth Schedule subject to such amendments as are necessary to reflect the Affordable Housing Scheme Affordable Housing tenures and/or as may be reasonably required by the Registered Proprietor with a view to ensuring that the objectives of that agreement are met dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and "Nomination Agreement" shall have the same meaning.
Affordable Housing Units	Means the 41 Dwellings to be provided on the Site pursuant to the Planning Permission to be Occupied as Affordable Housing in accordance with the details in The Third Schedule.
Affordable Rent	Means the rent charged on low cost rental accommodation (as defined by Section 69 Housing and Regeneration Act 2008) with the rent charged being no more than 80% of the equivalent market rent including any service charges applicable
Affordable Rental Units	Means an Affordable Housing Unit which is to be let at an Affordable Rent and is let on the Registered Provider's

standard form of letter in accordance with the terms of the Deed by a Registered Provider

Chargee Means any mortgagee or charge of the Registered Provider who is in possession of all or any of the Affordable Housing Units or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or charge or any administrator (howsoever appointed) including a housing administrator (howsoever appointed) including a housing administrator appointed pursuant to the relevant provisions of the Housing and Planning Act 2016

Chargee's Duty Means the tasks and duties set out in paragraph 4 of the Third Schedule.

Choice Based Lettings Scheme Means an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Letting Scheme (or such other scheme as may be agreed) relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the District Council is a party.

Commencement The date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is first carried out on the Site other than (for purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition, archaeological investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, ground surveys, erection of temporary fences, temporary display of site notices and/or advertisements and 'Commence' and 'Commenced' will be

construed accordingly

Completion of Development	Means the date that the last Dwelling is first Occupied.
Development	The Development of the Site to include the erection of forty one (41) dwellings following demolition of the existing redundant school buildings. Conversion of a Victorian building to library with associated works including parking, highways and landscaping in accordance with the Permission
Dwelling	Means a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be built on the Site as part of the Development
Enforcing Authority	Means the County Council until such time the District Council ceases to have an interest in the Site after which time it means the District Council
HE	means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of Section 81 Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers.
Notice of Actual Commencement	notice in writing to advice of the actual commencement
Notice of Expected Commencement	notice in writing to advise of the expected commencement date
Occupation	occupation of any Dwelling on the Site for the purposes permitted by the Permission and occupation would be deemed to have taken place when the District Council have

evidence of the occupation of any Dwelling on the Site but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly

Permission

The planning permission subject to conditions as may be granted by the District Council pursuant to the Planning Application or on appeal by the Planning Inspectorate such planning permission to be substantially in the form of the draft as set out in the Second Schedule or if the District Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development

Practical Completion

Means the completion of a Dwelling to a standard which is wind and watertight and fit for habitation in terms of heating, plumbing, electrics and sanitation and "Practical Complete" shall be construed accordingly.

Protected Person

Means any person who:

- (a) Has exercised the right to acquire pursuant to the 2008 Act or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit.
- (b) Has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) Any person who has staircased the equity in their Shared Ownership Dwelling to 100%;
- (d) Any successor in title to paragraph a-c above.

Registered Provider

means a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the HE under

Chapter 3 of that Act and approved in writing by the District Council in accordance with The Second Schedule of this Deed. If another body is permitted to provide Affordable Housing by paragraph 3.1 of this The Second Schedule then all references herein to a Registered Provider shall be to that body and which shall for the avoidance of doubt shall include the District Council itself.

Shared Ownership Dwelling Means Dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in Homes England's capital funding guide.

Shared Ownership Lease Means a lease in a form approved by Homes England or where there is no such form in a form approved by the District Council such lease to provide for the following:

- (a) Not more than 70% and not less than 25% of the equity (or such other percentages the District Council may agree) shall be initially sold to the purchaser by the Registered Provider;
- (b) Power to the purchaser to increase their ownership up to 100% if they so wish;
- (c) An initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Retail Price Index (all items) published by the Office for National Statistics (or if such index ceases to be published such other index as the District Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England.

the Site described in the First Schedule against which this

Site	Deed may be enforced as shown edged red for identification purposes only on the Site Plan;
Site Plan	the plan attached to this Deed
Social Rent	low cost rental accommodation which is typically made available at rent levels that are set in accordance with the rent component of the Social Housing Regulator's tenancy standard and calculated according to a formula based on relative property values and relative local earnings.
Social Rental Unit	means a Dwelling which is subject to Social Rent.
Working Days	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.
Trigger	means the date of Commencement and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of 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 interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or Directive or deriving validity from it.
- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to its respective statutory functions.
- 2.7 References to a "Plan" in this Deed shall be references to the plans attached to this Deed or any amended plans as shall be agreed between all parties.
- 2.8 The headings are for reference only and shall not affect construction.
- 2.9 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use all reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.10 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party to or upon whom it is to be given or served at the address for that party given in this Deed or such other address in the United Kingdom as that party may by notice to the other parties hereto or their agent stipulate as that party's address for service of notice pursuant to this Deed or if not such address is given or stipulated at that party's last known address and any notice so given or served shall be deemed to be received and the date on which it is given or served shall be deemed to be 48 hours after posting.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Enforcing Authority
- 3.2 Covenants given by more than one party can be enforced against them individually or jointly

- 3.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 3.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 3.5 This Deed is governed by and interpreted in accordance with the law of England

4. COVENANTS

- 4.1 The District Council covenants with the Enforcing Authority so as to bind himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed
- 4.2 The Enforcing Authority covenants with the District Council to comply with its obligations contained in this Deed

5. OTHER PROVISIONS

- 5.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)
- 5.2 The Owner confirms that it is the owner of the Site with full power to enter into this Deed and that there is no person or body whose consent is necessary to make this Deed binding on all interests in the Site
- 5.3 Save for the obligations contained in the Third Schedule which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 5.3.1 individual purchasers or lessees of Dwellings constructed on the Site

pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease

- 5.3.2 any statutory undertaker or other person who acquires any part of the Site or the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the Development of the Site.
- 5.4 On completion of this Deed the District Council will pay the County Council's reasonable legal costs in connection with this Deed up to a maximum sum of £500.
- 5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 5.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 5.7 No waiver, express or implied, by the Enforcing Authority constitutes a continuing waiver, nor prevents the Enforcing Authority from enforcing any of the provisions in this Deed
- 5.8 This Deed shall be registerable as a local land charge by the District Council

6. DISPUTES

- 6.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by a single Expert (the "Expert"). The Expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the Expert's decision shall be final and binding
- 6.2 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

7. INTEREST AND VAT

- 7.1 If any payment due to the Enforcing Authority is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 7.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

8. NOTIFICATIONS

8.1 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 Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post 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 or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 8.2

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

The District Council/the Owner	The Chief Planning Officer (or a duly appointed successor) Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX
The County Council	The Director of Growth, Highways and Infrastructure (or a duly appointed successor) Endeavour House, 8 Russell Road, Ipswich IP1 2BX

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

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

EXECUTED AS A DEED by affixing
The **COMMON SEAL** of
MID SUFFOLK DISTRICT COUNCIL

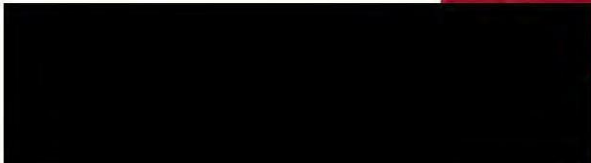


Authorised Signatory

EXECUTED AS A DEED by affixing
The **COMMON SEAL** of
SUFFOLK COUNTY COUNCIL



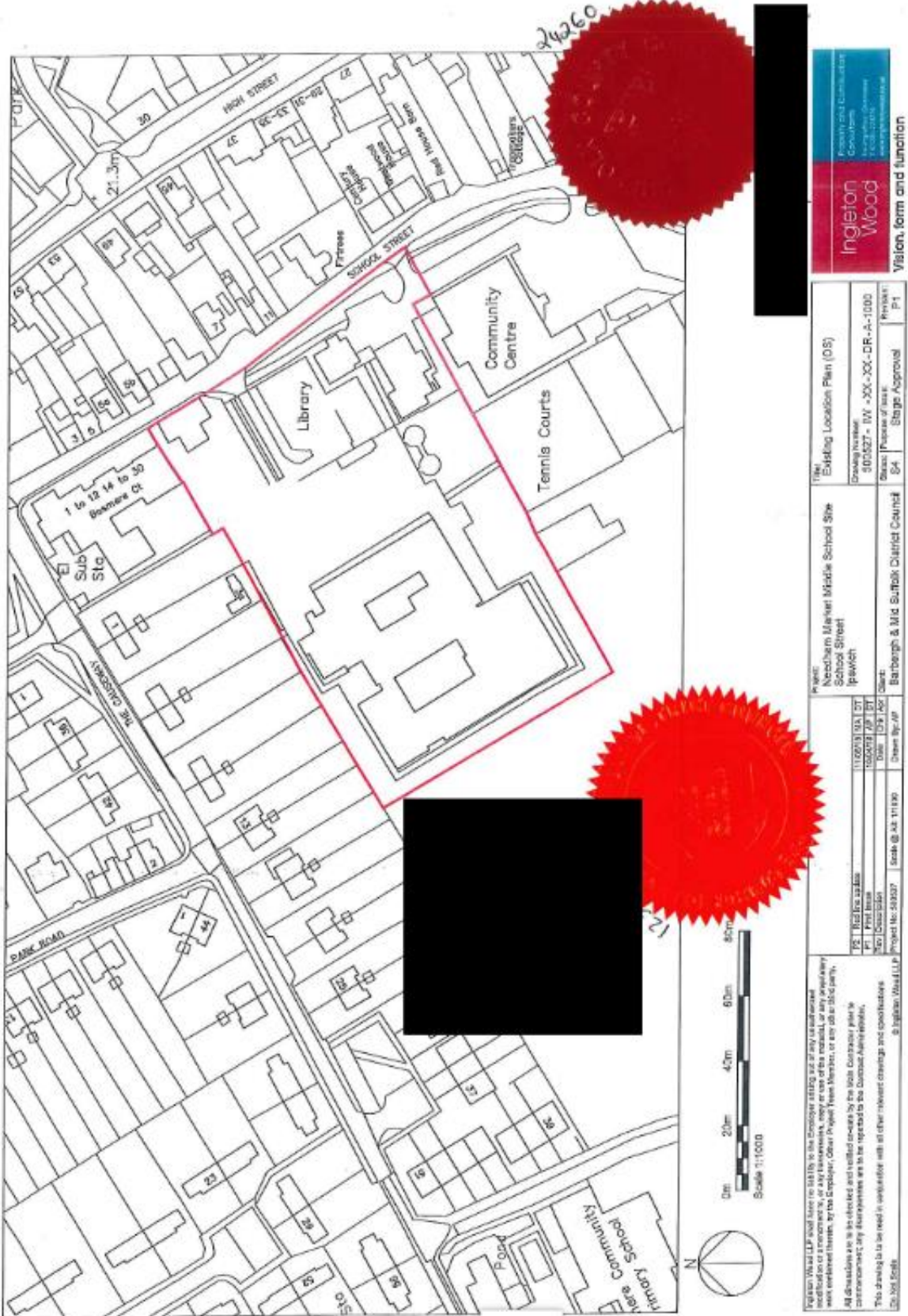
In the presence of:



Authorised Officer

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site
 Freehold land being Needham Market Middle School, School Street, Needham Market, Ipswich,
 IP6 88B which forms the Site registered at the Site Registry under title number SK372013



SECOND SCHEDULE DRAFT

PERMISSION

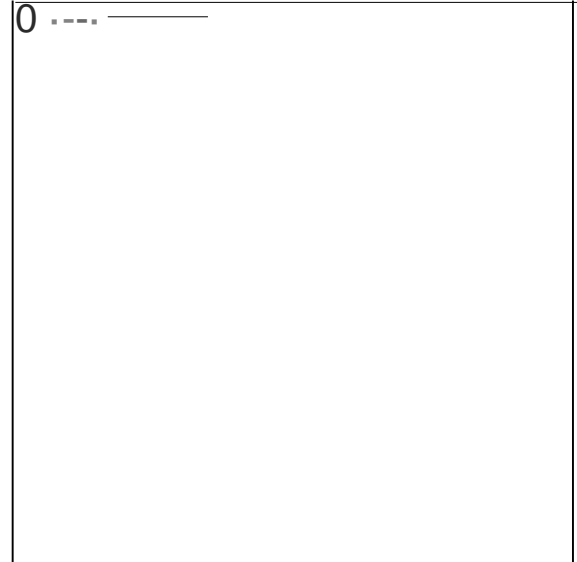
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Philip Isbell - Chief Planning Officer
Sustainable Communities

Mid Suffolk District Council

Endeavour House, 8 Russell Road, Ipswich IP21 2BX

Website: www.midsuffolk.gov.uk



PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

Correspondence Address:

Ingleton Wood LLP
8 Whiting Road
Norwich Business Park, Norfolk
Norwich
NR4 6DN

Applicant:

Mia Suffolk District Council
Site At Needham Market Middle School
School Street
Needham Market
Ipswich
Suffolk
IP6-8BB

Date Application Received: 06-Nov-18

Date Registered: 06-Nov-18

Application Reference: DC/18/04811

Proposal & Location of Development:

Full Planning Application - Erection of 41 Affordable dwellings (Class C3) (following demolition of existing buildings); conversion of Victorian building to library (Class D1) and associated works including parking, highways and landscaping.

Site At Needham Market Middle School, School Street, Needham Market, Ipswich Suffolk IP6 8BB

Section A Plans & Documents:

This decision refers to drawing no./entitled 500527-IW-XX-XX-DR-A-1000-P1 received 06/11/2018 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:

Elevations - Proposed PLOT 31-33 500527_IW-02-ZZ-DR-A-2226 - Received 06/11/2018
Floor Plan - Proposed PLOT 31-33 500527_IW-02-ZZ-DR-A-2225 - Received 06/11/2018
Elevations - Proposed PLOT 34-35 500527_IW-02-ZZ-DR-A-2228 - Received 06/11/2018
Floor Plan - Proposed PLOT 34-35 500527_IW-02-ZZ-DR-A-2227 - Received 06/11/2018
Elevations - Proposed PLOT 36-37 500527_IW-02-ZZ-DR-A-2230 - Received 06/11/2018
Floor Plan - Proposed PLOT 36-37 500527_IW-02-ZZ-DR-A-2229 - Received 06/11/2018
Elevations - Proposed PLOT 38-39 500527_IW-02-ZZ-DR-A-2232 - Received 06/11/2018
Floor Plan - Proposed PLOT 38-39 500527_IW-02-ZZ-DR-A-2231 - Received 06/11/2018
Elevations - Proposed PLOT 5 - 7 500527_IW-02-DR-A-2205 - Received 06/11/2018
Elevations - Proposed PLOT 8 - 9 500527_IW-02-ZZ-DR-A-2207 - Received 06/11/2018
Floor Plan - Proposed PLOT 8 - 9 500527_IW-02-ZZ-DR-A-2206 - Received 06/11/2018
Floor Plan - Proposed Plot 10-11 500527-IW-02-ZZ-DR-A-2208 Rev P2 - Received 13/11/2018
Elevations - Proposed VICTORIAN BUILDING CONVERSION 500527-IW-XX-XX-DR-A-2237 - Received 06/11/2018
Existing Site Plan 500527-IW-XX-XX-DR-A-2101- Received 06/11/2018
Defined Red Line Plan 500527-IW-XX-XX-DR-A-1000-P1 - Received 06/11/2018
Floor Plan - Proposed VICTORIAN BUILDING CONVERSION 500527-IW-XX-XX-DR-A-2235 - Received 06/11/2018
Elevations - Existing VICTORIAN BUILDING CONVERSION .500527-IW-XX-XX-DR-A-2236 - Received 06/11/2018
Elevations - Proposed PLOT 10 - 11 500527_IW-02-ZZ-DR-A-2209 - Received 06/11/2018
Floor Plan - Proposed PLOT 10 - 11 500527_IW-02-ZZ-DR-A-2208 - Received 06/11/2018
Floor Plan - Proposed PLOT 12-13 500527_IW-02-ZZ-DR-A-2210 - Received 06/11/2018
Elevations - Proposed PLOT 12-13 500527_IW-02-ZZ-DR-A-2i11 - Received 06/11/2018
Elevations - Proposed PLOT 14 - 17 500527_IW-02-ZZ-DR-A-2213 - Received 06/11/2018
Floor Plan - Proposed PLOT 14 - 17 500527_IW-02-ZZ-DR-A-2212 - Received 06/11/2018
Elevations - Proposed PLOT 18 - 20 500527_IW-02-ZZ-DR-A-2215 - Received 06/11/2018
Floor Plan - Proposed PLOT 18 - 20 500527_IW-02-ZZ-DR-A-2214 - Received 06/11/2018
Elevations - Proposed PLOT 21 - 22 500527_IW-02-ZZ-DR-A-2217 - Received 06/11/2018
Floor Plan - Proposed PLOT 21 - 22 500527_IW-02-ZZ-DR-A-2216-- Received 06/11/2018
Elevations - Proposed PLOT 23-24 500527_IW-02-ZZ-DR-A-2219 - Received 06/11/2018
Floor Plan - Proposed PLOT 23-24 500527_IW-02-ZZ-DR-A-2218 - Received 06/11/2018
Elevations - Proposed PLOT 25-27 500527_IW-02-ZZ-DR-A-2221 - Received 06/11/2018
Floor Plan - Proposed PLOT 25-27 500527_IW-02-ZZ-DR-A-2220 - Received 06/11/2018
Plans - Proposed PROPOSED ELEVATIONS & FLOOR PLAN PLOT 28 500527_IW-02-ZZ-DR-A-2222 - Received 06/11/2018
Elevations - Proposed PLOT 29-30 500527_IW-02-ZZ-DR-A-2224 - Received 06/11/2018
Proposed TRO Works - 500527_IW-02-ZZ-DR-A-2101 P1 - Received 04/02/2019
Proposed Site Plan 500527-iwd-xx-xx-dr-a-2100 P4- Received 04/02/2019
Proposed street elevation and site sections 2300 P4 - Received 21/01/2019
Proposed site plan with highways notes 2100 P4 - Received 21/01/2019
Proposed Site Plan 2100 P4- Received 21/01/2019
Elevations - Proposed Plot 40-41 2234 P2- Received 21/01/2019
Elevations - Proposed Plot 3-4 2204 P3 - Received 21/01/2019
Plans - Proposed Plots 3-4 2203 P4 - Received 21/01/2019
Elevations - Proposed Plot 1-2 2201 P2 - Received 21/01/2019
Plans - Proposed Plots 1-2 2200 P2 - Received 21/01/2019
Plans - Proposed 40-41 2233 P2- Received 21/01/2019

Section B:

Mid Suffolk District Council as Local Planning Authority, hereby give notice that **PLANNING PERMISSION**

1. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE:
COMMENCEMENT TIME LIMIT

The development hereby permitted shall be begun not later than the expiration of EIGHTEEN MONTHS from the date of this permission.

Reason - To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004

2. APPROVED PLANS & DOCUMENTS

The development hereby permitted shall be carried out in accordance with the drawings/documents listed under Section A above and/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.

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

3. ACCESS SPLAYS

Before the access into the site is first used, visibility splays shall be provided as shown on Drawing No. 500527/IW/DR-A-2100/P4 with an X dimension of 2.4 and a Y dimension of 43m and thereafter retained in the specified form. 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 within the areas of the visibility splays.

4. HIGHWAY IMPROVEMENTS

Prior to commencement of any works (save for site clearance and technical investigations) details of the highway improvements at The Causeway/School Street junction, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority in consultation with Local Highway Authority. The details as agreed shall be delivered in accordance with a timetable for improvement which shall have been submitted to and agreed in writing by the LPA concurrent with the said details.
Reason: To ensure that design roads/footways are constructed to an acceptable standard.

5. HIGHWAY IMPROVEMENTS - DELIVERY

Before any dwelling is first occupied, the developer shall deliver the highway improvements at The Causeway/School Street junction in accordance with the approved details except with the written agreement of the Local Planning Authority

6. ROADS AND PATHS- DETAILS

Prior to commencement of any works, (save for site clearance and technical investigations) details of the estate roads and footpaths, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that roads/footways are constructed to an acceptable standard.

7. CARRIAGEWAYS/FOOTWAYS TO BINDER LEVEL

No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least Binder course level or better in accordance with the approved details except with the written agreement of the Local Planning Authority in consultation with Local Highway Authority.

Reason: To ensure that satisfactory access is provided for the safety of residents and the public.

8. DEMOLITION, SITE CLEARANCE TECHNICAL

Before the demolition, site clearance and technical investigations hereby permitted are commenced, a Demolition, Site Clearance and Technical Investigations Management Plan shall have been submitted to and approved in writing by the Local Planning Authority. Demolition, Site Clearance and Technical Investigations shall not be carried out other than in accordance with the approved plan. The Management Plan shall include the following matters:

- haul routes for traffic on the highway network and monitoring and review mechanisms.
- provision of boundary hoarding and lighting
- details of proposed means of dust suppression
- details of measures to prevent mud from vehicles leaving the site
- details of any delivery times to the site during
- details of provision to ensure pedestrian and cycle safety
- programme of works (including measures for traffic management and operating hours)
- parking and turning for vehicles of site personnel, operatives and visitors
- loading and unloading of plant and materials
- storage of plant and materials
- Size and number of vehicles visiting the site.

Reason: In the interest of highway safety to avoid the hazard caused by mud on the highway and to ensure minimal adverse impact on the public highway during the demolition, site clearance and technical investigations phase. Works shall, thereafter, comply with this Management Plan.

9. CONSTRUCTION

Before the development hereby permitted is commenced a Construction Management Plan shall have been submitted to and approved in writing by the Local Planning Authority. Construction of the development shall not be carried out other than in accordance with the approved plan. The Construction Management Plan shall include the following matters:

haul routes for construction traffic on the highway network and monitoring and review mechanisms.

- provision of boundary hoarding and lighting
- details of proposed means of dust suppression
- details of measures to prevent mud from vehicles leaving the site during construction
- details of deliveries times to the site during construction phase
- details of provision to ensure pedestrian and cycle safety
- programme of works (including measures for traffic management and operating hours)
- parking and turning for vehicles of site personnel, operatives and visitors
- loading and unloading of plant and materials
- storage of plant and materials

Reason: In the interest of highway safety to avoid the hazard caused by mud on the highway and to ensure minimal adverse impact on the public highway during the construction phase.

10. LOADING/UNLOADING AREAS

The use shall not commence until the area(s) within the site shown on 500527/IW/DR-A-2100/P4 for the purposes of [LOADING, UNLOADING,] manoeuvring and parking of vehicles has been provided and thereafter that area(s) shall be retained and used for no other purposes.

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.

11. REFUSE STORAGE

Before the development is commenced details of the areas to be provided for storage and presentation of Refuse/Recycling bins shall be submitted to and approved in writing by the Local Planning Authority.

The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter for no other purpose.

Reason: To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users.

12. SURFACE WATER MANAGEMENT

Prior to the commencement of development (other than demolition) the applicant shall submit, to the satisfaction of the local planning authority:

- i) Details of how surface water from trafficked areas will be treated prior discharge to ground in line with the Ciria SuDs manual;
- ii) detailed drawings of the surface water drainage assets and maintenance access point;
- iii) a detailed layout plan showing individual plot soakaways where possible or soakaways located in non- trafficked areas. If soakaways are to be shared, it shall be demonstrated how they will be maintained for the lifetime of the development.

Such measures shall be in place prior to the occupation of any part of the development and shall be retained at all times thereafter.

Reason: In order to ensure a satisfactory provision of surface water management.

13. INFILTRATION

Following the completion of demolition works and prior to the commencement of any construction, the applicant shall submit a detailed contaminated land survey to the local planning authority to demonstrate that it is safe to utilise infiltration on this brownfield site. Should it transpire that such measures are not safe, then the applicant shall provide details of an alternative scheme to the satisfaction of the local planning authority and these measures shall then be implemented concurrent with the build-out of the scheme and maintained at all times thereafter.

Reason: In order to ensure a safe and satisfactory means of surface water disposal as the applicant has advised that it is not possible to do this prior to works (i.e. on-site demolition) commencing.

14. UNEXPECTED CONTAMINATION

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of this condition and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of this condition, which is subject to the approval, in writing, of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with this condition.

Reason - To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors.

15. ELECTRIC CHARGING POINTS

Prior to any of the dwellings hereby approved being occupied, the applicant shall provide details of electric charging points for vehicles to the satisfaction of the local planning authority. Such provision shall be made prior to the occupation of each dwelling and shall be retained at all times.

Reason: In the interests of sustainable travel.

16. SUSTAINABILITY MEASURES

Prior to any of the dwellings hereby approved being occupied, the applicant shall provide details of sustainability measures to the satisfaction of the local planning authority. Such provision shall be made prior to the occupation of each dwelling and shall be retained at all times.

Reason: In the interests of achieving sustainable measures above Building Control standards.

17. ON GOING REQUIREMENT OF DEVELOPMENT: TIMESCALE FOR LANDSCAPING

All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details shall be carried out in full during the first planting and seeding season (October - March inclusive) following the commencement of the development or in such other phased arrangement as may be approved, in writing, by the Local Planning Authority up to the first use or first occupation of the development. Any trees, hedges, shrubs or turf identified within the approved landscaping details (both proposed planting and existing) which die, are removed, seriously damaged or seriously diseased, within a period of 10 years of being planted or in the case of existing planting within a period of 5 years from the commencement of development, shall be replaced in the next planting season with others of similar size and species.

Reason - To ensure that the approved landscaping scheme has sufficient time to establish, in the interests of visual amenity and the character and appearance of the area.

18. ECOLOGICAL SURVEY

The development hereby approved shall comply in all respects with the findings of the submitted ecological survey (including the watching brief).

Reason: In the interests of promoting and enhancing ecological interests on and around the site.

19. ILLUMINATION RESTRICTION

All lighting on site shall be as specified and installed in accordance with the lighting design submitted within the planning application and thereafter be retained and maintained to the agreed specification and working order.

Reason - To minimise detriment to nearby residential amenity.

20. DWELLING FACADES

The dwellings should be constructed so that regardless of the system or combination of construction methods used, external facade walls should achieve the minimum 1/1 octave-band sound reduction performance values for Systems 1, 2 and 3, referred to herein as categories 1(High); 2(Medium), and 3(low) as shown in Table 5.1 of Section 5.2 presented in Document reference R2-08.11.18-Needham Market Middle School-1818149-GNP submitted as part of this application.

Reason - To protect the future occupiers of noise sensitive dwellings from adverse impacts of entertainment noise.

21. GLAZING

Glazing systems proposed and installed should achieve the minimum 1/1 octave-band sound reduction performance values for categories 1(High), 2(Medium), and 3(Low) as shown in Table 5.2 of Section 5.2 presented in Document reference R2-08.11.18-Needham Market Middle School-1818149-GNP submitted as part of this application.

Reason - To protect the future occupiers of noise sensitive dwellings from adverse impacts of entertainment noise.

22. VENTILATION

All dwellings identified as requiring an acoustic glazing scheme within category 1 as shown in Table 5.2 of Section 5.2 presented in Document reference R2-08.11.18-Needham Market Middle School-1818149-GNP submitted as part of this application will require mechanical ventilation. The methods and type of ventilation proposed shall be submitted for approval by the LPA prior to installation within the development. Category 2(medium) and 3(1ow) premises within the proposed development will need to meet the requirements within Section 5.7..Both mechanical and background ventilators will need to meet the recommendations made in section 5.6 and 5.7 of the Document, reference R2-08.11.18-Needham Market Middle School-1818149-GNP submitted as part of this application.

Reason - To protect the future occupiers of noise sensitive dwellings from adverse impacts of entertainment noise.

23. ACOUSTIC BARRIER

Further screening is to be provided by -the installation of a 1.8m high acoustic barrier to run along the full southern boundary line, as shown in the planning application on drawing: 500527 IW **XX XX** DR A 2100 by Ingleton Wood, indicated 'Acoustic screen' and 'close boarded fencing' There is also a requirement for the provision of 1.8m close-boarded timber fence or brick wall around each private garden within the development

Reason - To protect the future occupiers of noise sensitive dwellings from adverse impacts of entertainment noise.

24. WHO/BS INTERNAL VALUES

Prior to first occupation, a sample of dwellings, the number and location of which shall be agreed by the LPA and the developer, shall be independently tested to ensure that WHO and BS8233 internal values are being met.

Reason - To protect the future occupiers of noise sensitive dwellings from adverse impacts of entertainment noise.

25. DEMOLITION AND CONSTRUCTION

Prior to the commencement of any demolition works, the applicant (or their contractors) shall submit a full method statement, including any asbestos surveys and recommendations for its removal to, and receive written approval from, the Local Planning Authority.

Reason - To minimise detriment to nearby residential amenity.

26. NOISE CONTROL

- 1) The use of barriers to mitigate the impact of noisy operations will be used where possible. This may include the retention of part(s) of the original buildings during the demolition process to act in this capacity.
- 2) No vehicle connected with the demolition or construction works to arrive on site before 07:30 or leave after 19:00(except in the case of emergency). Working hours to be restricted between 08:00 and 18:00 Monday to Friday, 08:00-13:00 Saturday with no working of any kind permitted on Sundays or any Public/Bank Holidays.
- 3) The selection and use of machinery to operate on site, and working practices to be adopted will, as a minimum requirement, be compliant with the standards laid out in the current version of BS 5228
- 4) Mobile plant to be resident on site during all works shall be fitted with non-audible reversing alarms (subject to HSE agreement).
- 5) Prior to the commencement of any piling works which may be necessary, a full method statement shall be agreed in writing with the Planning Authority. This will contain a rationale for the piling method chosen and details of the techniques to be employed which minimise noise and vibration to nearby residents.

Reason - To minimise detriment to nearby residential amenity.

27. CONSTRUCTION SITE LIGHTING

Any lighting during the demolition or construction phase of the development shall be located, designed and directed or screened so that it does not cause avoidable intrusion to adjacent residential properties/ constitute a traffic hazard/cause unnecessary light pollution outside the site boundary. "Avoidable intrusion" means contrary to the Code of Practice for the Reduction of Light Pollution issued by the Institute of Lighting Professionals.

Reason - To minimise detriment to nearby residential amenity.

28. EMISSIONS

- 1) No materials produced as a result of the site development or clearance shall be burned on site.
- 2) All reasonable steps, including damping down site roads, shall be taken to minimise dust and litter emissions from the site whilst works of construction and demolition are in progress.

3) All bulk carrying vehicles accessing the site at all times shall be suitably sheeted to prevent nuisance from dust in transit.

Reason - To minimise detriment to nearby residential amenity.

29. SPECIFIC RESTRICTION ON DEVELOPMENT: REMOVAL OF PERMITTED DEVELOPMENT RIGHTS

Notwithstanding Section 55 (2)(a)(ii) of the Town and Country Planning Act 1990 as amended and the provisions of Article 3, Schedule 2 Part 1 Classes A to E and H and Part 2 Class A of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order revoking and re-enacting that Order with or without modification):- - no enlargement, improvement, insertion of new openings or other alteration of the dwelling house(s) shall be carried out, - no garage, car port, fence, gate, wall or any other means of enclosure, building or structure shall be erected, except pursuant to the grant of planning permission on an application made in that regard.

Reason - To enable the Local Planning Authority to retain control over the development in the interests of the amenity of the locality and to safeguard local distinctiveness.

30. GARAGE USE

Any garage approved shall be retained for the sole purpose of the parking of vehicles and storage of household items and shall not be converted to any room for uses associated with the use as a dwellinghouse.

Reason: To ensure sufficient parking in order to avoid carriageway parking in the interests of highway safety and efficiency.

31. CYCLE STORAGE - LIBRARY

Prior to the commencement of construction of the the residential element of the scheme, the applicant shall provide details, to the satisfaction of the local planning authority, of cycle parking and storage for the library. Such provision shall be made within 28 days of the measures being agreed and shall be retained at all times thereafter.

Reason: In order to provide sufficient cycle parking for library users in this sustainable town centre location.

32. PHASING

Before any construction is commenced, a scheme for the carrying out of the development in successive phases shall be submitted to the Local Planning Authority for approval. The development shall proceed on this basis.

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.

33. WORKS TO EXISTING LIBRARY

No works to demolish/remove the existing library building shall take place until alternative provision has been made at the proposed new library building (the old school) and that building is ready for use as such.

Reason: To ensure continuous service as a library.

SUMMARY OF POLICIES WHICH ARE RELEVANT TO THE DECISION:

CS01 - Settlement Hierarchy
CS03 - Reduce Contributions to Climate Change
CS04 - Adapting to Climate Change
CS06 - Services and Infrastructure
CS0? - Brown Field Target
FC01 - Presumption In Favour Of Sustainable Development
FC01_1 - Mid Suffolk Approach To Delivering Sustainable Development
GP01 - Design and layout of development
HB01 - Protection of historic buildings
HB03 - Conversions and alterations to historic buildings
HB08 - Safeguarding the character of conservation areas
H13 - Design and layout of housing development
H16 - Protecting existing residential amenity
E12 - General principles for location, design and layout
SO? - Provision of local shops
T09 - Parking Standards
T10 - Highway Considerations in Development
SC11 - Accommodation for voluntary organizations
NPPF - National Planning Policy Framework

NOTES:

1. **Statement of positive and proactive working in line with the National Planning Policy Framework (NPPF)**

The proposal has been assessed with regard to adopted development plan policies, the National Planning Policy Framework and all other material considerations. The NPPF encourages a positive and proactive approach to decision taking, delivery of sustainable development, achievement of high quality development and working proactively to secure developments that improve the economic, social and environmental conditions of the area. In this case the applicant took advantage of the Council's pre-application service prior to making the application. The opportunity to discuss a proposal prior to making an application allows potential issues to be raised and addressed pro-actively at an early stage, potentially allowing the Council to make a favourable determination for a greater proportion of applications than if no such service was available.

2. HIGHWAYS INFORMATIVES

The Local Planning Authority recommends that developers of housing estates should enter into formal agreement with the Highway Authority under Section 38 of the Highways Act 1980 relating to the construction and subsequent adoption of Estate Roads.

The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing. Public Transport have requested a Real Time Passenger Information screen to be installed in the library. The county may consider a CIL contribution for this service.

3. FIRE SAFETY INFORMATIVES

Access to buildings for fire appliances and firefighters must meet with the requirements specified in Building Regulations Approved Document B, (Fire Safety), 2006 Edition, incorporating 2010 and 2013 amendments Volume 1 - Part 85, Section 11 dwelling houses, and, similarly, Volume 2, Part 85, Sections 16 and 17 in the case of buildings other than dwelling houses. These requirements may be satisfied with other equivalent standards relating to access for fire fighting, in which case those standards should be quoted in correspondence.

4. Suffolk Fire and Rescue Service also requires a minimum carrying capacity for hardstanding for pumping/high reach appliances of 15/26 tonnes, not 12.5 tonnes as detailed in the Building Regulations 2000 Approved Document B, 2006 Edition, incorporating 2010 and 2013 amendments.
5. Suffolk Fire and Rescue Service recommends that proper consideration be given to the potential life safety, economic, environmental and social benefits derived from the provision of an automatic fire sprinkler system. (Please see sprinkler information enclosed with this letter).
6. Should you need any further advice or information on access and fire fighting facilities, you are advised to contact your local Building Control in the first instance. For further advice and information regarding water supplies, please contact the Water Officer at the above headquarters.

7. ANGLIAN WATER INFORMATIVE

Desktop analysis has suggested that the proposed development will lead to an unacceptable risk of flooding downstream. Anglian Water highly recommends that you engage with it at your earliest convenience to develop in consultation with it a feasible drainage strategy.

If you have not done so already, Anglian Water recommends that you submit a Pre-planning enquiry with its Pre-Development team. This can be completed online at <http://www.anglianwater.co.uk/developers/pre-development.aspx>

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

This relates to document reference: DC/18/04811

Signed: Philip Isbell

Dated:

**Chief Planning Officer
Sustainable Communities**

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/uploads/system/uploads/attachment_data/file/284283/model-notification-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 practice 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.

THIRD SCHEDULE
COVENANTS FROM THE OWNER TO THE DISTRICT COUNCIL

Part 1
AFFORDABLE HOUSING

1. Notices

- 1.1. The Owner shall give to the District Council and to the County Council written notice of the Commencement of the Development within seven (7) days of Commencement.
- 1.2. The Owner shall give to the District Council and to the County Council not less than two (2) months' written notice of the anticipated date for the first Occupation of the first Dwelling to be Occupied.
- 1.3. The Owner shall give to the District Council and to the County Council not less than seven (7) days' written notice following:
 - 1.3.1. the date of the first Dwelling to be Occupied or is Occupied for the first time; and
 - 1.3.2. the Completion of the Development.

2. Owner's obligation to construct Affordable Housing Units

- 2.1. Having given notice under paragraph 1.1 of this Schedule unless the District Council is the Registered Provider the Owner shall nominate a Registered Provider. The Owner may Commence Development while this process is ongoing.
- 2.2. Unless the District Council is the Registered Provider or otherwise agreed in writing the Owner shall endeavor to agree with the District Council on the identity of the Registered Provider to which the Affordable Housing Units are to be transferred prior to Commencement of Development.
- 2.3. The Owner shall construct the Affordable Housing Units in accordance with the Permission, to a standard of construction which meets the Nationally Described Space Standard
- 2.4. Unless otherwise agreed in writing by the District Council as part of the Affordable Housing Scheme the mix and tenure of the Affordable Housing Units shall be as follows for Affordable Rental Units:

4 x 1 bed 2-person flats @ minimum 50sqm
6 x 2 bed 4-person houses @ minimum 79sqm
1 x 2 bed 4-person bungalow @ minimum 74sqm
2 x 3 bed 5-person houses @ minimum 94sqm

And for Social Rent Units the mix shall be as follows:

6 x 2 bed 4-person houses @ minimum 79sqm
2 x 3 bed 5-person houses @ minimum 94sqm

And for Shared Ownership Dwellings the mix shall be as follows:

2 x 1 bed 2-person flats @ minimum 50sqm
2 x 2 bed 4-person flats @ minimum 70sqm
6 x 2 bed 4-person houses @ minimum 79sqm
3 x 2 bed 4-person bungalows @ minimum 74sqm
7 x 3 bed 5-person houses @ minimum 94sqm

25. Unless the District Council is the Registered Provider to procure a covenant in the transfer(s) of the Affordable Housing Units that the Registered Provider(s) will enter into the Affordable Housing Nomination Agreement within one (1) month of the date of the transfer(s) to it of the Affordable Housing Units (or such other time period as is otherwise agreed in writing with the District Council)
26. The Owner covenants that the Affordable Housing Units shall only be occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the District Council is a party or chosen pursuant to the Nominations Agreement which confers nomination rights on the District Council unless otherwise agreed by the District Council in writing or in accordance with the Government's Help to Buy Agency requirements.
27. From the date of Practical Completion the Affordable Housing Units shall not be used other than for Affordable Housing as set out herein save that this obligation shall not be binding on:
 - 27.1. Any Protected Person or any mortgagee or charge of the Protected Person exercising the mortgagee protection provision within the Shared Ownership Lease or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and charges; or
 - 27.2. Any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty;

- 2.7.3. Any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor; or
- 2.7.4. Any mortgagee of the Shared Ownership Dwelling lawfully exercising the mortgagee protection provisions in the Shared Ownership Lease or any person or body deriving title from any such person.
- 2.8 unless the District Council is the Registered Provider, any capital receipt received from a lessee purchasing further shares in the Shared Ownership Dwelling between 81% and 100% is to be retained by the RP and re-invested in affordable housing within the Mid Suffolk District subject to any contrary requirements within the Homes England's Capital Funding Guide. If after a period of five (5) years it has not been possible to spend the recycled funds within the Mid Suffolk District the funds may be spent elsewhere for the provision of affordable housing.
- 2.9 The Owner shall not Occupy or permit Occupation of any of the Affordable Housing Units for any purpose other than as Affordable Housing.

3. Future use of Affordable Housing Units

- 3.1. The Owner covenants that any transfer of land on which any of the Affordable Housing Units has been constructed to a Registered Provider shall be:
- 3.1.1. with vacant possession
- 3.1.2. free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
- 3.1.3. subject to a grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- 3.1.4. subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation use, maintenance and management of the Development;
- 3.1.5. subject to a covenant to enter into an Affordable Housing Nomination Agreement substantially in the form of the agreement contained in the Fifth Schedule with the District Council within three (3) months the date of the Site is transferred from the Owner to the Registered Provider;

- 3.1.6. subject to a covenant that the Registered Provider shall include a pre-emption provision in its own favour in any transfer of an Affordable Housing Unit from the said Registered Provider to the owner or tenant of an Affordable Housing Unit; and
 - 3.1.7. subject to a covenant that the Registered Provider shall use all capital receipts from the sale of Affordable Housing Units only for the purpose of providing Affordable Housing.
- 3.2. The obligations and restrictions contained in paragraph 3 of this Third Schedule shall not bind:
- 3.2.1. a Chargee who has complied with the provisions of paragraph 4 of this Third Schedule;
 - 3.2.2. any Affordable Housing Unit purchased by a tenant through Social Homebuy funded pursuant to Section 19(3) Housing and Regeneration Act 2008 or a voluntary grant scheme pursuant to Section 21 Housing Act 1996 or any replacement of said schemes; or
 - 3.2.3. any person or body deriving title through or from any other parties mentioned in this paragraph 3.2.

4. Chargee's Duty in relation to Affordable Housing Units

- 4.1. Any Chargee shall prior to seeking to dispose of any Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge give prior written notice to the District Council and to the County Council of its intention to dispose.
- 4.2. If notice is given pursuant to paragraph 4.1 of this Schedule the following provisions shall apply:
 - 4.2.1. In the event that the District Council and/or the County Council responds within three (3) months from receipt of a notice given pursuant to paragraph 4.1 and indicates that (a) arrangements for the transfer of any of the Affordable Housing Units can be made in such a way as to safeguard it/them as Affordable Housing Units and (b) that such a transfer would take place within six (6) months from the District Council's and/or the County Council's response under this sub-paragraph then the Chargee shall co-operate with the District Council and shall make reasonable arrangements and use reasonable endeavours to secure such a transfer.
 - 4.2.2. If neither the District Council nor the County Council responds to a notice given pursuant to paragraph 4.1 within three (3) months then the Chargee shall be entitled

to dispose of any of the Affordable Housing Units free from the restrictions set out in clauses 2 and 3 of this The Third Schedule which shall cease to apply to any of the Affordable Housing Units concerned from the time the disposal completes.

- 4.2.3. If the District Council or the County Council has responded in accordance with paragraph (4.2.2] but cannot secure the transfer therein described within two (2) months of its response then provided the Chargee has complied with its obligations in this Schedule the Chargee shall be entitled to dispose of any of the Affordable Housing Units free of the restrictions set out in clauses 2 and 3 which shall cease to apply to any of the Affordable Housing Units from the time the disposal completes.
- 4.3. For the avoidance of doubt the rights and obligations in paragraphs (4.1] and (4.2] shall not require a Chargee to act contrary to its duties and rights under the charge or mortgage and the District Council must give reasonable consideration to protecting the interests of the Chargee in respect of monies outstanding under the charge or mortgage.

FOURTH SCHEDULE

Enforcing Authority Obligations

The District Council covenants with the County Council as follows:

1. to indemnify the County Council against all costs claims and demands in connection with its obligations in this Deed as Enforcing Authority including but not limited to monitoring compliance where requested and enforcement of any obligations breached

FIFTH SCHEDULE

DRAFT NOMINATION AGREEMENT LAND AT NEEDHAM MARKET MIDDLE SCHOOL, SCHOOL STREET, NEEDHAM MARKET, IPSWICH, IP6 BBB

THIS DEED OF NOMINATION RIGHTS is made on the day of XX month of 20XX

BETWEEN:

(1) (name of registered provider) [company number (number)] whose registered address is at (address) ('the RP') and

(2) MID SUFFOLK DISTRICT COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ('the District Council')

1. DEFINITIONS

In this Deed:

1.1 'Initial Let' means the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit

1.2 'Local Connection' means in relation to an individual such individual who:

1.2.1 immediately before taking up occupation of a Rented Unit had his only or principal home in the district of Mid Suffolk for a continuous period of not less than two (2) years or

1.2.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two (2) years in the district of Mid Suffolk and he wishes to be near that relative or

1.2.3 is and has been permanently employed in the district of Mid Suffolk for a continuous period of not less than two (2) years

1.3 'Nomination List' means the list (as may be updated from time to time in accordance with clause 3.3.3) to be supplied by the District Council giving the names of persons whom the District Council considers to have a Local Connection

1.4 'Nominee' means a person named in the Nomination List who satisfies the Local Connection and is specified by the District Council as being suitable for the category of Rented Unit in respect of which the RP is in accordance with this Deed to select a person from the Nomination List to offer a Tenancy Agreement

1.5 'Property' means the Site known as the former Middle School, School Street, Needham Market shown edged red on the attached plan

1.6 'Rented Units' means the dwellings consisting of twenty-one (21) dwellings of which 8 are social rent and 13 are affordable rent

1.7 ('S106 Agreement' means the S106 agreement (dated) relating to the development of land at former Needham Middle school, School Street Needham Market.

1.10 'Subsequent Nominee' means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.2.3

1.11 'Tenancy Agreement' [means an assured tenancy agreement or other form of tenancy agreement in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the RP from time to time for its general lettings]

1.12 'Vacancy Notice' means a written notice given by the RP to the District Council [in the

form of the draft annexed (or) (in a form to be agreed between the RP and the District Council within five (5) weeks from the date of this Deed)] the function of such notice being the notification to the District Council by the RP that the construction and fitting out of the Rented Unit is completed

- 1.13 'Void' means a Rented Unit which is vacant as a result of the tenant vacating but for the avoidance of doubt shall not include temporary decamps in the event the Rented Unit needs repairs or in the event of a mutual exchange
- 1.14 'Void Notice' means a written notice given by the RP to the District Council [in the form of the draft annexed (or) (in a form to be agreed between the RP and the District Council within five (5) weeks from the date of this Deed)] the function of such a notice being the notification to the District Council of a Void

2. ENABLING PROVISIONS

This Agreement is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers and the Local Government (Miscellaneous Provisions) Act 1982 Section 33

3. PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units

3.1 Initial Lets

The Association hereby grants the Council Nomination rights for 100% of the initial lets and thereafter 100% for voids in relation to the Affordable Rented Dwellings. In relation to the Initial Lets of the Affordable Housing Units the following provisions shall apply: -

3.1.1 The RP shall give the District Council not less than two (2) months written notice of the anticipated date when the Rented Units will be ready for occupation

3.1.2 The RP shall serve Vacancy Notices in respect of the Rented Units not less than one (1) month prior to such newly constructed and previously unoccupied Rented Units becoming available for occupation

3.1.3 The District Council shall within five (5) Working Days of receipt of a Vacancy Notice serve upon the RP a Nomination List for rented dwellings

3.1.4 The Nomination List to be served by the District Council under clause 3.1.3 shall:

3.1.4.1 specify the appropriate category of Rented Unit; and

3.1.4.2 indicate the priority for the housing of the persons named

3.1.5 The RP shall have the right to grant the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the District Council's failure to serve the Nomination List within the period of 5 Working Days of receipt of the Vacancy Notice

3.1.6 The RP shall within ten (10) Working Days of the date of receipt of the Nomination List select a Nominee from the Nomination List taking into account the priority for housing indicated by the District Council and shall use its reasonable endeavours to arrange a viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee

3.1.7 If the selected Nominee fails to enter into a Tenancy Agreement within five (5) Working Days of receipt of the RP's offer such selected Nominee shall be deemed to have rejected the RP's offer and the RP shall select and make an offer to another Nominee by repeating the procedure set out in clause 3.1.6

3.1.8 If the second selected Nominee fails to enter into a Tenancy Agreement within five (5) Working Days of receipt of the RP's offer then such second selected Nominee shall be deemed to

have rejected the RPs offer and the RP shall select and make an offer to a third Nominee by repeating the procedure set out in clause

3.1.9 If such third selected Nominee fails to enter into a Tenancy Agreement within five (5) Working Days of receipt of the RPs offer then the RP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing

3.1.10 The RP's obligations under clauses 3.1.6-3.1.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.1.6-3.1.8

3.2 Voids

3.2.1 Should a Rented Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case:

3.2.1.1 the RP shall serve a Void Notice in respect of the relevant vacant Rented Unit and

3.2.1.2 within 5 Working Days Of receipt of the said notice the District Council shall serve upon the RP a Nomination List which shall contain the information referred to in clause 3.1.4

3.2.2 The RP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the District Council's failure to serve the Nomination List within 5 Working Days of receipt of the Void Notice

3.2.3 Upon receipt of the Nomination List the RP shall follow the procedure set out in clauses 3.1.6-3.1.8 mutatis mutandis

3.2.4 The RP shall not be obliged to follow the procedure set out in clauses 3.2.1 and 3.2.3 if it would result in the number of Rented Units occupied by Subsequent Nominees exceeding 75% of the Rented Units available after the initial Let

3.3 Provision of information and alteration of lists

3.3.1 The RP shall give notification to the District Council of the occurrence of the following events within five (5) Working Days of their occurrence:

3.3.1.1 a Nominee failing to view a Rented Unit when a viewing has been arranged

3.3.1.2 a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement

3.3.1.3 a Nominee accepting an offer of a Tenancy Agreement

3.3.1.4 a person accepting an offer of a tenancy from the RP

3.3.1.5 the RP rejecting a Nominee in accordance with clause 3.3.7

3.3.2 In the event of a notice being served pursuant to clause 3.3.1 then the name of any such Nominee shall be removed from the Nomination List

3.3.3 Within five (5) Working Days of the District Council receiving notice served in accordance with clause 3.3.1 save for notice under clause 3.3.1.4 the District Council shall serve upon the RP the name and address of a Nominee to add to the Nomination List such notice to include the information set out in clause 3.1.4

3.3.4 If the District Council shall within the period mentioned in clause 3.3.3 notify the RP that the District Council then has no suitable Nominee the District Council shall advise the RP of a suitable replacement Nominee as soon as reasonably practicable

3.3.5 The RP shall have the right to let a Rented Unit to a person of its choosing if the District

Council's failure to provide a Nominee creates a Void in respect of that Rented Unit

3.3.6 On 1st January 1st April 1st July and 1st October in each year the RP shall serve the District Council with details of the letting activities of the Rented Units in a format to be agreed between the RP and the District Council

3.3.7 The RP shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the District Council to that effect to reject any Nominee if in the opinion of the RP the grant of an assured tenancy to such Nominee would be in contravention of the RP's registered rules or its' letting criteria

3.3.8 The District Council shall immediately notify the RP in writing if any Nominee is withdrawn from the Nomination List

3.3.9 When calculating percentages for the purposes of this Deed percentages in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down

3.3.10 The District Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

4. NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) Working Days after posting

5. TRANSFERS TO OTHER REGISTERED PROVIDERS

The RP shall ensure that any registered provider to which the Property and Rented Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar agreement mutatis mutandis with the District Council

6. DISPUTES

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

7. COSTS

The RP agrees with the District Council to pay the legal costs which the District Council incurs in preparing and entering into this deed

8. AGREEMENTS AND DECLARATIONS

The parties agree that:

8.1 nothing in this Deed fetters or restricts the exercise by the District Council of any of its powers

8.2 the obligations contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

9. EXCLUSION CLAUSE

The provisions of this deed shall not be binding upon or enforceable against:

1.1 any person exercising a statutory right to buy or acquire any affordable housing unit their successors in title and' any mortgagee of that unit

1.2 Any mortgagee or chargee (or any receiver appointed by such mortgagee or charge) of an RP (provided that such mortgagee charge or receiver shall have first complied with the procedure in [paragraph 1.5) of the Third Schedule of the S106 Agreement) and their successors in title

SIGNED AS A DEED BY [RP

In the presence of:

Witness' signature:

Name

Address

Occupation

EXECUTED AS A DEED by affixing

The COMMON SEAL of

MID SUFFOLK DISTRICT COUNCIL

In the presence of:

Authorised Signatory