

DATED

26 June

2023

SUFFOLK COUNTY COUNCIL

(1)

- and -

PATRICK B DOYLE (CONSTRUCTION)
LIMITED

(2)

AGREEMENT

made pursuant to Sections 278 of the Highways Act 1980
and any other enabling power relating to
the development of land at Goldstar Transport, Heath Road, Woolpit, Suffolk

Nigel Inniss
Head of Legal Services
Suffolk County Council
Endeavour House
8 Russell Road Ipswich
Suffolk IP1 2BX

Ref: FB/70456

THIS AGREEMENT is made the 26th day of June 2023
BETWEEN the following parties :-

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the County Council")
- (2) PATRICK B DOYLE (CONSTRUCTION) LIMITED (company number 06057145) of 67 Langham Gardens London England N21 1DL ("the Developer")

RECITALS AND DEFINITIONS

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

"1980 Act"	Means the Highways Act 1980 (as amended)
"Cash Deposit"	Means the cash deposit for all of the Highway Works such cash deposit to be held by the County Council should the Developer default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Cash Deposit to provide the full sums necessary to carry out and maintain the Highway Works
"Cash Deposit Figure"	Means sum of £27,299.80 (Twenty-Seven Thousand, Two Hundred and Ninety-Nine Pounds and Eighty Pence) being the cost of the Highway Works plus 10 per cent
"Certificate of Final Completion"	Means any of the certificates referred to in paragraph 2.13 of this Agreement
"CDM Regulations"	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
"Commuted Sums"	Means the sum of £4,230.90 (Four Thousand, Two Hundred and Thirty Pounds and Ninety Pence) which is calculated towards the cost of the County Council's future maintenance liability of the Highway Works.

"Director"	Means the County Council's Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand
"Highway Works"	Means the works detailed on the Works Drawings and as set out in Schedule 2 of this Agreement
"Plan"	Means the plan annexed hereto
"Site"	Means land situated at Heath Road, Woolpit, Suffolk shown edged red for identification only on the attached Plan
"Substantial Completion"	Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed, and the "Date of Substantial Completion" and "Certificate of Substantial Completion" shall be construed accordingly
"Works Drawings"	Means the attached drawings bearing the numbers referred to in Schedule 1 or any subsequent revision of them which has been approved or requested by the Director and which relate to the Highway Works

- (A) The County Council is the Local Highway Authority (except for trunk roads) for the purposes of the 1980 Act for the area within which the Site is situated and the Highway Works will be carried out
- (B) The Developer is entering into this Agreement for the purpose of carrying out the Highway Works
- (C) The County Council considers that the Highways Works as shown on the Works Drawings and detailed in Schedule 2 need to be carried out and the County Council considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows :-

1. LEGAL EFFECT

1.1 In this Agreement unless the context otherwise requires :-

- 1.1.1 Words importing the singular meaning where the context so admits include the plural meaning and vice versa; and
- 1.1.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and
- 1.1.3 "party" or "parties" means a party or parties to this Agreement; and
- 1.1.4 references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions;
- 1.1.5 where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and
- 1.1.6 the headings and contents list in this Agreement shall not form part of or affect its construction; and
- 1.1.7 references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and
- 1.1.8 where a party or any officer or employee is required to give its consent approval or agreement to any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and
- 1.1.9 any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument
- 1.2 This Agreement and the covenants that appear hereinafter are made pursuant to Section 278 of the 1980 Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers to the intent that the provisions of this Agreement shall bind the Site and the parties hereto and all persons deriving title through or under them

- 1.11 This Agreement is a Deed. Any financial default will be declared by the County Council and registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 1.12 If the Highway Works have not been commenced within one (1) year from the date of this Agreement, save as this period is otherwise extended in writing by the Director at his discretion, then this Agreement shall lapse and be of no further effect (save to the extent already complied with) and the Developer agrees to pay to the County Council any costs properly incurred by the County Council prior to the lapse of this Agreement (which have not already been paid) including but not limited to those costs set out in clause 3.5 of this Agreement
- 1.13 Where, in accordance with clause 1.12 above the Director, at his discretion, agrees in writing to an extension to the period of one (1) year after which this Agreement shall lapse, this Agreement shall lapse at the end of such period as agreed in writing by the Director
- 1.14 Where the Agreement has lapsed in accordance with clauses 1.12 or 1.13, the County Council may release to the Developer the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. For the avoidance of doubt nothing in this clause requires the County Council to repay those sums payable under clause 3.5 of this Agreement save for any Commuted Sums not spent or committed

2 HIGHWAY WORKS

- 2.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council
- 2.2 No work on the Highway Works shall commence and no contract or contracts in respect of the construction of the Highway Works shall be let until full details of the Highway Works have been submitted to the Director and the Director has given his written approval to the Highway Works and for the avoidance of doubt this Agreement does not constitute the written approval required under this clause

instructions given to the satisfaction of the Developer.

2.11 On Substantial Completion of the Highway Works :-

2.11.1 the Developer shall clear away and remove from the Site all constructional plant and temporary works of every kind and leave the Site in a safe, neat and tidy condition to the satisfaction of the Director

2.11.2 the Developer shall provide the County Council with 6 paper copies of the 'as constructed' drawings and a pdf thereof

2.11.3 the Director may issue a Certificate of Substantial Completion to the Developer

2.12 The Developer shall maintain the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period) from the issue of the related Certificate of Substantial Completion and prior to the expiration of this period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period of eighteen (18) months (including any defect in or damage to the surface water drainage system) so as to place the highway and the Highway Works in a condition satisfactory to the Director. After the expiration of the period of eighteen (18) months and after any defects have been made good to the satisfaction of the Director he may issue at the written request of the Developer the Certificate of Final Completion in respect of the Highways Works

3 FINANCE

3.1 Where the Developer has provided a Cash Deposit, then after the issue of the Certificate of Substantial Completion the County Council may approve the release of up to 75% of the Cash Deposit Figure and upon the issue of the Certificate of Final Completion the County may release to the Developer the remainder of the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement.

3.2 The Developer shall be insured from the date of this Agreement and throughout the period of construction of the Highway Works within the timescales referred to in Schedule 2 (or any other period as agreed by the Director) for public liability risks in the sum of at least ten million pounds (£10,000,000.00) in respect of any

single claim, and shall produce these insurance policies to the Director on demand

- 3.3 The Developer shall on the date of this Agreement pay to the County Council the Cash Deposit in the sum of the Cash Deposit Figure for the Highway Works
- 3.4 Should the Developer default in the execution of his obligations to carry out and maintain the Highway Works then the County Council may itself carry out and maintain the Highway Works having first called upon the Cash Deposit for the full cost to be expended in so doing
- 3.5 The Developer shall pay to the County Council:-
- 3.5.1 the legal costs of the County Council in connection with this Agreement prior to sealing of this Agreement; and
 - 3.5.2 interest at four per cent above the Bank of England Base Rate on any sum due to the County Council under this Agreement from the date on which it is due until the date it is paid, and
 - 3.5.3 the inspection/checking fees required by the County Council in connection with the Highways Works in the sum of £1,299.98 (One Thousand, Two Hundred and Ninety Nine Pounds and Ninety Eight Pence) prior to sealing of this Agreement; and
 - 3.5.4 the Commuted Sums prior to the sealing of this Agreement

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

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

J. McEn-Miller

A Duly Authorised Officer



Executed as a DEED by
Patrick B Doyle (Construction) Limited
by
acting as a Director
in the presence of:



Witness Signature: 

Witness Name: Daniel Crowley

Address: 6 Drinkwater Close
Newmarket
CB8 0QN

Schedule 1
Works Drawings

Title	Drawing Number
S278 Works Layout	22/0128/250/P4
Construction Details	22/0128/255/P4

Schedule 2











Location/Road Name	Description of Works
Heath Road	Construction of new Footway

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

[illegible]

A vertical scale bar labeled "Meters" with markings at 0, 4, and 8.

LEGEND:

	INDICATES NEW FOOTWAY AREA
	INDICATES NEW TACTILE PAVING
	INDICATES NEW HALF BATTERED KERB
	INDICATES NEW EDGE KERB
	INDICATES NEW DROPPED KERB
	INDICATES EXISTING HALF BATTERED KERB
	INDICATES NEW DROPPED KERB
	INDICATES THE FALL DIRECTION AND THE GRADIENT
	INDICATES EXTENT OF S278 WORKS
	PROPOSED LEVELS



KEY PLAN
1:1000

MB Reed

[illegible]

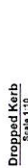
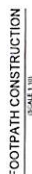
1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS, ARCHITECTS AND SPECIALISTS DRAWINGS AND SPECIFICATIONS.

2. ANY GRID LINES, BUILDING LINES, ETC. ARE TO BE SET OUT IN ACCORDANCE WITH THE RELEVANT ARCHITECT'S PLAN.

3. DIMENSIONS ARE NOT TO BE SCALED FROM THIS DRAWING, EITHER MANUALLY OR ELECTRONICALLY.

4. DIMENSIONS MARKED * ARE SUBJECT TO CORRECTION BY THE MEASUREMENT BEFORE CONSTRUCTION COMMENCES.

5. ANY DIMENSIONAL DISCREPANCIES ON THIS DRAWING ARE TO BE REFERRED TO THE DRAWER BEFORE THE ATTACHED WORK PROCEEDS.

[illegible]

