

DATE 16 June 2026

- (1) IPSWICH BOROUGH COUNCIL
- (2) SUFFOLK COUNTY COUNCIL
- (3) ST JOSEPH'S COLLEGE LIMITED
- (4) BARCLAYS BANK PLC

Planning Obligation by Deed under Section 106
of the Town and Country Planning Act 1990

relating to

Land at St Joseph's College, Belstead Road, Ipswich, IP2 9DR

Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich, Suffolk
IP1 2DE

Ref: 4115752

This Deed is made the 16 day of June 2026

PARTIES:

- (1) **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE ("**the Borough Council**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("**the County Council**")
- (3) **ST JOSEPH'S COLLEGE LIMITED** (Company Registration Number 03142500) with registered office at Birkfield House, Belstead Road, Ipswich, Suffolk IP2 9DR ("**the Owner**")
- (4) **BARCLAYS BANK PLC** (Company Registration Number 01026167) with registered office at 1 Churchill Place, London, E14 5HP ("**the Lender**")

INTRODUCTION

- (A) The Borough Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is the local highway authority, the local education authority, the local waste authority and the local library authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (C) The Owner is registered at the Land Registry as the freehold owner of the Site with title absolute registered under title number SK154847 subject to a registered charge in favour of the Lender but otherwise free from incumbrances.
- (D) The Lender is the registered proprietor of the charge dated 31 January 2014 referred to in title number SK154847 and has agreed to consent to the Owner entering this Deed.
- (E) The Owner has submitted the Application and the Borough Council has resolved to grant the conditional Planning Permission for the Development subject to the prior completion of this Deed intended to regulate the Development and to secure the planning obligations contained in this Deed.
- (F) The Borough Council and the County Council are entering into this Deed to the intent that the requirements of their policies and all other material considerations are met and that any objections by the Borough Council or the County Council to the grant of planning permission on the basis of these policies and other material considerations are overcome.
- (G) The Borough Council and the County Council consider and the Owner acknowledges 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.

- (H) The Parties agree that the provisions contained in this Deed are relevant planning considerations concerning the Site and 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 (SI 2010/948) (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

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

Act	the Town and Country Planning Act 1990 (as amended)
Affordable Housing	residential units for sale or rent, for those whose needs are not met by the market and which complies with Annex 2 of the National Planning Policy Framework (December 2024) or any revision or successor document thereto
Affordable Housing Contribution	the sum of four hundred and sixty one thousand nine hundred and eighty pounds (£461,980) BCIS Indexed in lieu of the provision of Affordable Housing within the Development to be paid to the Borough Council in accordance with paragraph 1 of the First Schedule of this Deed
Application	the full application for planning permission for the Development validated by the Borough Council on 20 July 2021 and bearing the Borough Council's reference number IP/21/00786/FUL
BCIS Index	the All In Tender Price Index published by the Building Cost Information Service or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties hereto
BCIS Indexed	the increase in any Contribution by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 10 of this Deed
Borough Council Monitoring Fee	the sum of four hundred pounds (£400) per specific trigger point being the fee to be paid to the Borough Council in accordance with clause 7.5 towards overseeing and monitoring the Owner's compliance with the planning obligations contained in the First Schedule to this Deed

Commencement of Development	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work 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 the temporary display of site notices or advertisements and "Commencement" and "Commence Development" shall be construed accordingly
Contributions	the Early Years Contribution, the Secondary School Contribution, the Sixth Form Contribution, the Libraries Contribution, the Waste Contribution, the RAMS Contribution, the Public Open Space Contribution, the Public Open Space Maintenance Contribution, the NHS Contribution, the Affordable Housing Contribution
County Council Monitoring Fee	the total sum of one thousand, five hundred and fifty-seven pounds (£1,557) representing three trigger points to be paid to the County Council in accordance with clause 7.5 towards overseeing and monitoring the Owner's compliance with the planning obligations contained in the Second Schedule to this Deed
Development	the development of the Site in accordance with the Planning Permission and described as the full proposal for the conversion of Goldrood House to accommodate 11 residential dwellings and Mews Cottages and Annex to accommodate 5 residential dwellings and associated works and demolition; demolition of Mews Boarding House; construction of 35 residential dwellings; retention of Goldrood Lodge as a dwelling house; phased construction of a new three-storey boarding accommodation comprising 121 rooms and four staff units; and areas of open space, parking, associated vehicular and pedestrian accesses and internal roads and associated infrastructure to be granted in accordance with the Application (and any non-material modification under section 96A of the Act) or any Section 73 Permission
Dwelling	any residential dwelling (including a house flat or bungalow) to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with any condition) and "Dwellings" shall be construed accordingly
Early Years Contribution	the sum of one hundred and eight thousand eight hundred and forty pounds (£108,840) BCIS Indexed towards the expansion and improvement of early years education provision serving the

	Development to be paid to the County Council in accordance with paragraph 2 of the Second Schedule to this Deed
EEAST	the East of England Ambulance Service NHS Trust the headquarters of which is Whiting Way Melbourn Cambridgeshire SG8 6EN and such expression shall include successors to the functions and powers of EEAST
Late Payment Interest	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
Library Contribution	the sum of eleven thousand and sixteen pounds (£11,016) BCIS Indexed towards the provision and improvement of library services serving the Development to be paid to the County Council in accordance with paragraph 1 of the Second Schedule to this Deed
NHS Contribution	the sum of thirty six thousand eight hundred and thirty nine pounds (£36,839) BCIS Indexed towards the provision of ambulance health services serving the Development to be paid to the Borough Council in accordance with paragraph 5 of the First Schedule to this Deed
Occupation	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or landscaping or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be construed accordingly
Planning Permission	the full planning permission subject to conditions in respect of the Development in the form of the draft attached at Annex 2 of this Deed as may be granted by the Borough Council pursuant to the Application or any Section 73 Permission or any non-material amendment of the planning permission under section 96A of the Act
Public Open Space Contribution	the sum of thirteen thousand five hundred and three pounds (£13,503) BCIS Indexed towards the provision of deficient public open space in the south west area of Ipswich as defined in the Public Open Space SPD to be paid to the Borough Council in accordance with paragraph 2 of the First Schedule to this Deed
Public Open Space Maintenance Contribution	the sum of twenty six thousand nine hundred and nine pounds (£26,909) BCIS Indexed towards the maintenance of public open space in the south west area of Ipswich as defined in the Public Open Space SPD to be paid to the Borough Council in accordance with paragraph 3 of the First Schedule to this Deed
Public Open Space SPD	the Public Open Space Supplementary Planning Document adopted by the Borough Council in March 2017 or any revision or successor document thereto

RAMS Contribution	the sum of seven thousand one hundred and forty nine pounds and ten pence (£7,149.10) BCIS Indexed towards the mitigation of the Development on the Stour and Orwell Estuaries Special Protection Area and Ramsar sites to be paid to the Borough Council in accordance with paragraph 4 of the First Schedule to this Deed
Secondary School Contribution	the sum of one hundred and seventy-nine thousand six hundred and thirty-four pounds (£179,634) BCIS Indexed towards the expansion and improvement of secondary school provision serving the Development to be paid to the County Council in accordance with paragraph 3 of the Second Schedule to this Deed
Section 73 Permission	any subsequent planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition attached to the Planning Permission
Site	the land known as St Joseph's College Belstead Road Ipswich IP2 9DR within which the Development is to take place shown for identification purposes only edged red on the Site Plan
Site Plan	the plan PA_100 Rev A attached to Annex 1 of this Deed
Sixth Form Contribution	the sum of fifty-nine thousand eight hundred and seventy-eight pounds (£59,878) BCIS Indexed towards the expansion and improvement of sixth form education serving the Development to be paid to the County Council in accordance with paragraph 4 of the Second Schedule to this Deed
Waste Contribution	the sum of seven thousand one hundred and forty pounds (£7,140) BCIS Indexed towards the improvement of waste recycling services serving the Development to be paid to the County Council in accordance with paragraph 5 of the Second Schedule to this Deed
Working Days	Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

2. CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa and words importing any gender include every gender.

- 2.3. Wherever more than one person is 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.
- 2.4. Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 2.5. Any reference to a statute shall include any modification extension or re-enactment of that statute for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it.
- 2.6. 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 Borough Council or the County Council shall include the successors to their respective statutory functions and any duly appointed agent or contractor of the Borough Council or the County Council or such other.
- 2.7. References to "Parties" shall mean the parties to this Deed and reference to "Party" shall mean any one of the parties.
- 2.8. A reference to **writing** or **written** does not include fax or e-mail.
- 2.9. Where this Deed requires a plan or strategy or other document to be submitted to the Borough Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.10. An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.11. The obligations in this Deed shall not be enforceable against:
- 2.11.1. any individual owner, occupier or tenant of any Dwelling and their successors in title and mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or receiver);
 - 2.11.2. any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services highways or public transport services.
- 2.12. The headings are for reference only and shall not affect construction.
- 2.13. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. **LEGAL BASIS**

- 3.1. This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and section 278 Highways Act 1980 and all other enabling powers with the intent that the covenants and obligations shall hereafter run with the land.
- 3.2. The covenants restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Borough Council and the County Council as local planning authorities against the Owners and their successors in title.
- 3.3. This Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or their respective successors in title or assigns made under section 106A of the Act.

4. CONDITIONALITY

- 4.1. The provisions of this Deed will become binding on the Parties upon completion of this Deed save for the covenants given in the Schedules to this Deed which will become binding on Commencement of Development.
- 4.2. Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
 - 4.2.1. until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings
 - 4.2.2. if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owner this Deed will cease to have any further effect; and
 - 4.2.3. if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.
- 4.3. Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used) the following provisions will apply:
 - 4.3.1. proceedings by way of judicial review are concluded:
 - 4.3.1.1. when permission to apply for judicial review has been refused and no further application can be made;

- 4.3.1.2. when the court has given judgement in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or
 - 4.3.1.3. when any appeal(s) is or are finally determined
- 4.3.2. proceedings under Section 288 of the Act are concluded:
 - 4.3.2.1. when the court has given judgement in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
 - 4.3.2.2. when any appeal(s) is or are finally determined

5. THE OWNERS COVENANTS

- 5.1. The Owner covenants with the Borough Council as set out in the First Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 5.2. The Owner covenants with the County Council as set out in the Second Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 5.3. The Owner covenants to inform the Borough Council and the County Council by way of written notice within ten (10) Working Days following:
 - 5.3.1. Commencement of Development;
 - 5.3.2. Occupation of the first Dwelling;
 - 5.3.3. Occupation of the seventh Dwelling;
 - 5.3.4. Occupation of the twenty-ninth Dwelling;
 - 5.3.5. Occupation of the thirty-fourth Dwelling; and
 - 5.3.6. Occupation of the final Dwelling.

6. THE BOROUGH COUNCIL AND COUNTY COUNCIL'S COVENANTS

- 6.1. The Borough Council covenants with the Owner as set out in the Third Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 6.2. The County Council covenants with the Owner as set out in the Fourth Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.

7. MISCELLANEOUS

- 7.1. The Owner shall act in good faith and shall co-operate both with the Borough Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests either of the Borough Council and or the County Council and their duly authorised officers or agents to have access to any part or all of the Site or any requests to provide documentation within the Owner's possession (at the Owners expense) for the purposes of monitoring compliance with the obligations contained herein.
- 7.2. The Owner agrees declares and covenants both with the Borough Council and the County Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the Borough Council and the County Council for any expenses or liability arising to the Borough Council and the County Council in respect of breach by the Owner of any obligation contained herein save to the extent that any act or omission of the Borough Council or the County Council its employees or agents has caused or contributed to such expenses or liability.
- 7.3. The Owner agrees declares and covenants to pay to the Borough Council on or before completion of this Deed the proper and reasonable legal costs of the Borough Council incurred in the negotiation preparation and execution of this Deed.
- 7.4. The Owner agrees declares and covenants to pay to the County Council on or before completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution of this Deed.
- 7.5. The Owner agrees declares and covenants to pay the Borough Council Monitoring Fee to the Borough Council and the County Council Monitoring Fee to the County Council (as applicable) on or before the completion of this Deed.
- 7.6. Without prejudice to clause 2.6 of this Deed, no provision of this Deed shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 and no person other than the parties to this Deed (and any successors in title or assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit on any right to enforce any provision of this Deed.
- 7.7. This Deed shall be registered as a local land charge by the Borough Council.
- 7.8. Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the Borough Council or the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Borough Council by the Assistant Director of Growth or officer acting under his/her hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure or duly appointed successor or officer acting under his/her hand.

- 7.9. Following the performance and satisfaction of all the obligations contained in this Deed the Borough Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.10. Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.11. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 7.12. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.
- 7.13. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.14. The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived.
- 7.15. Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (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 Owner and at no cost to either the Borough Council or the County Council.
- 7.16. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Borough Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.17. The Owner covenants and warrants to the Borough Council and the County Council that they have full power to enter into this Deed and there is no other person (other than the Lender) having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.
- 7.18. Representatives of the Borough Council and/or the County Council may enter onto the Site at any reasonable time following the Commencement of Development upon reasonable prior notice in writing to ascertain whether the terms of this Deed are being or have been complied with PROVIDED THAT the representative of the Borough Council

or County Council shall, if requested, produce evidence of identity and (SAVE in respect of anything which may be regarded by the Borough Council or the County Council (acting reasonably) as an actual or emerging emergency or emergency situation) such entry shall comply with the Owner's reasonable directions and precautions in the interests of safety.

- 7.19. Any monies from time to time held by the Borough Council or the County Council under the provisions of this Deed shall in any event become the absolute property of the Borough Council or the County Council and shall not be subject to return by the Borough Council or the County Council to the payer in the event that the Owner or such other person becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it or an administrative receiver or a receiver and manager is appointed in respect of the Site or any part of the same or any other property or the Owner shall enter into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Borough Council or County Council under the terms of this Deed.

- 7.20. The Parties agree that:

- 7.20.1. Nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- 7.20.2. Nothing in this deed grants planning permission or any other approval, consent, or permission required from the Borough Council or the County Council in the exercise of any other statutory function.

8. WAIVER

No waiver (whether expressed or implied) by the Borough Council or the County Council of any breach by the Owner, nor any waiver of any breach by its respective successors in title or those deriving title from the Owner in performing or observing any of the obligations contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or the County Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof.

9. CHANGE IN OWNERSHIP

The Owner shall give the Borough Council and the County Council written notice within ten (10) Working Days of any conveyance, transfer, lease, assignment, mortgage or other disposition in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged, such notice to give a) the name and address of the person to whom the disposition was made (and in the case of a company, the full name and registered office address) and b) the nature and extent of the interest disposed of by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like.

10. INDEXATION

All the Contributions payable to the Borough Council and the County Council (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

- 10.1 A is the sum payable under this Deed;
- 10.2 B is the original sum calculated as the sum payable;
- 10.3 C is the BCIS Index for the month two (2) months before the date on which the sum is payable;
- 10.4 D is the BCIS Index for the month two (2) months before the date of this Deed; and
- 10.5 C/D is greater than or equal to one (1).

11. INTEREST

If any payment due under this Deed becomes due and remains unpaid then the Owner shall pay Late Payment Interest on the unpaid amount of such contribution and/or sum from the date when it became due to the date it is paid in full and any such Late Payment Interest shall be treated as part of the relevant contribution.

12. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable PROVIDED THAT if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

13. NOTICES

13.1. 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 in writing and 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 13.2.

13.2. The address for any notice or other written communication in the case of each of the Parties to this Deed shall be as follows:

The Borough Council	The Head of Planning and Development (or a duly appointed successor), Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE
---------------------	---

The County Council	The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor) Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The Owner	Mrs Danielle Clarke, Principal, St Joseph's College Limited, Belstead Road, Ipswich, Suffolk IP2 9DR
The Lender (for service)	Barclays Bank PLC, Corporate Banking, PO Box 13699, Birmingham B2 2FS
The Lender (for all other correspondence)	Paul Scarlett, Barclays Bank PLC, 3 St James Court, Norwich, Norfolk NR3 1RJ Shrey Sanger, Barclays Bank PLC, 1 Churchill Place, L25, London E14 5HP, United Kingdom

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

13.4. Any notice or other written communication to be given by either the Owner or the Lender shall be deemed to be valid and effective if on its face it is signed on behalf of the Owner or the Lender by a duly authorised officer of the Owner or the Lender as appropriate.

14. DISPUTE RESOLUTION

14.1. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement (except in relation to the quantum of any sums payable under this Agreement).

14.2. If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolve ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.

14.3. If the matter has not been resolved by an ADR procedure within twenty-eight (28) days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party for decision by a person appointed

by agreement between the parties or (in default of agreement) by the President for the time being of the following:

- 14.3.1. the Royal Town Planning Institute (if the difference or question relates to planning and related matters); or
- 14.3.2. the Royal Institution of Chartered Surveyors (if the difference or question relates to the value of any interest in property); or
- 14.3.3. the Institution of Civil Engineers (if the difference or question relates to highway works engineering demolition building or construction works)

who shall act as an expert and not as an arbitrator and whose decision shall be final and binding up on the parties.

14.4. Unless this Deed has already been terminated the parties shall in every case continue to comply with their obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this clause but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed.

14.5. Nothing in clauses 14.2 and 14.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

15. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council or the County Council for confirmation to that effect and upon the Borough Council or County Council being satisfied that the relevant Deed obligation and covenant as the case may be has been satisfied the Borough Council or the County Council shall forthwith issue confirmation to such effect.

16. APPROVALS

Where any matters are approved by the Borough Council under the terms of this Deed further amendments thereof if approved by the Borough Council shall replace those previously approved.

17. SECTION 73 PERMISSION

In the event that a Section 73 Permission is granted the Parties acknowledge that the obligations set out in this Deed shall bind the Site in respect of that Section 73 Permission with effect from the date that the new planning permission is granted without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act PROVIDED THAT the Borough Council when determining any Section 73 application relating to the Site shall not be restricted from requiring that any consequential obligations of an appropriate nature (so far as they are materially different to those contained in this Deed) be secured by way of a new deed or

supplemental deed or deed of modification pursuant to Section 106 (or Section 106A) of the Act.

18. LENDER'S CONSENT

- 18.1 The Lender consents to the completion of this Deed and acknowledges and declares that its interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge before the creation of the Lender's interest in the Site.
- 18.2 The Lender (or any future lender whose interest in the Site is bound by the terms of this Deed or receiver appointed by the Lender), shall not be liable for any breach of the obligations in this deed unless committed or continuing at a time when the Lender is in possession of all or any part of the Site over which it holds a charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owner and it shall not transfer its interest as Lender unless it also transfers the delegations and covenants within this Deed.

19. FORWARD FUNDING AND REPAYMENT

If the Borough Council or the County Council forward funds any project facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third party to repay any similar forward funding provided by that third party (whether in case and/or in kind) in anticipation of receipt of any relevant contribution or payment under the provisions on this deed then on such receipt the Borough Council or the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the Borough Council or the County Council for the purpose for which the forward funding was expended.

20. GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and each party agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with this Deed, its subject matter or formation.

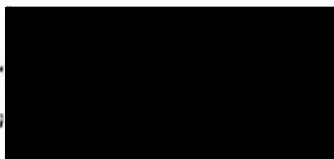
21. DELIVERY

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

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

EXECUTED as a DEED by affixing
the Common Seal of
IPSWICH BOROUGH COUNCIL

In the presence of
Authorised Officer:

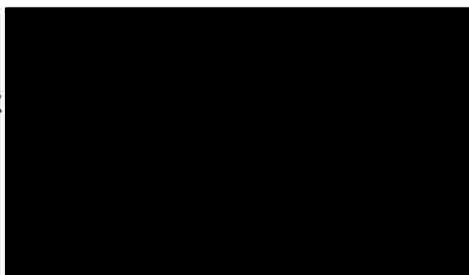


EXECUTED as a DEED by affixing
the Common Seal of
SUFFOLK COUNTY COUNCIL

In the presence of
Authorised Officer:



SIGNED as a DEED by
ST JOSEPH'S COLLEGE LIMITED
acting by two Directors or
a Director and its Secretary

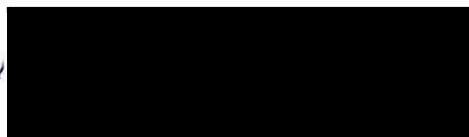


Director Signature:
Director Name (CAPITALS):

Director/ Secretary:
Director/ Secretary Name (CAPITALS):

SIGNED as a DEED by

as attorney for **BARCLAYS BANK PLC**
under a Power of Attorney dated 31/03/2026

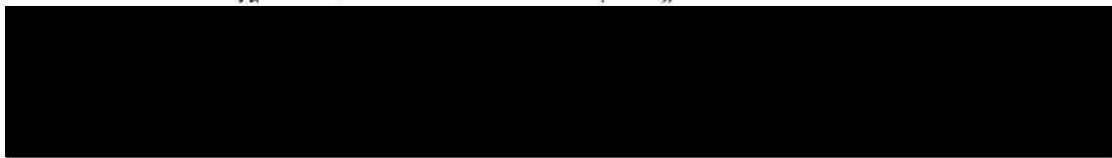


In the presence of:

Witness Signature:

Witness Name (CAPITALS):

Witness Address:



FIRST SCHEDULE

THE OWNER COVENANTS WITH THE BOROUGH COUNCIL:

1. AFFORDABLE HOUSING CONTRIBUTION

- 1.1 To pay to the Borough Council the Affordable Housing Contribution in three (3) equal phased payments (rounded up to the nearest whole number) as follows:
 - 1.1.1 the first instalment to be paid prior to the Occupation of the eighth (8th) Dwelling;
 - 1.1.2 the second instalment to be paid prior to the Occupation of the thirtieth (30th) Dwelling; and
 - 1.1.3 the third and final instalment to be paid prior to the Occupation of the forty fifth (45th) Dwelling.
- 1.2 The Owner covenants not to Occupy or permit Occupation of:
 - 1.2.1 more than seven (7) Dwellings unless and until the first instalment of the Affordable Housing Contribution has been paid in full to the Borough Council; and
 - 1.2.2 more than twenty nine (29) Dwellings unless and until the second instalment of the Affordable Housing Contribution has been paid in full to the Borough Council; and
 - 1.2.3 more than forty four (44) Dwellings unless and until the third and final instalment of the Affordable Housing Contribution has been paid in full to the Borough Council.

2. PUBLIC OPEN SPACE CONTRIBUTION

- 2.1 To pay to the Borough Council the Public Open Space Contribution prior to the Occupation of the thirtieth (30th) Dwelling.
- 2.2 Not to Occupy or permit Occupation of more than twenty nine (29) Dwellings unless and until the Public Open Space Contribution has been paid in full to the Borough Council.

3. PUBLIC OPEN SPACE MAINTENANCE CONTRIBUTION

- 3.1 To pay to the Borough Council the Public Open Space Maintenance Contribution prior to the Occupation of the forty fifth (45th) Dwelling.
- 3.2 Not to Occupy or permit the Occupation of more than forty four (44) Dwellings unless and until the Public Open Space Maintenance Contribution has been paid in full to the Borough Council.

4. RAMS CONTRIBUTION

- 4.1 To pay to the Borough Council the RAMS Contribution in full prior to the Commencement of Development.
- 4.2 Not to Commence Development or permit Commencement unless and until the RAMS Contribution has been paid in full to the Borough Council.

5. NHS CONTRIBUTION

- 5.1 To pay to the Borough Council the NHS Contribution prior to the Occupation of the eighth (8th) Dwelling.
- 5.2 Not to Occupy or permit Occupation of more than seven (7) Dwellings unless and until the NHS Contribution has been paid in full to the Borough Council.

SECOND SCHEDULE

THE OWNER COVENANTS WITH THE COUNTY COUNCIL:

1. LIBRARY CONTRIBUTION

- 1.1 To pay to the County Council the Library Contribution prior to Occupation of the thirtieth (30th) Dwelling.
- 1.2 Not to Occupy or permit Occupation of more than twenty-nine (29) Dwellings unless and until the Library Contribution has been paid in full to the County Council.

2. EARLY YEARS CONTRIBUTION

- 2.1 To pay to the County Council the Early Years Contribution in three (3) equal phased payments (rounded up to the nearest whole number) as follows:
 - 2.1.1 the first instalment to be paid prior to the Occupation of the eighth (8th) Dwelling;
 - 2.1.2 the second instalment to be paid prior to the Occupation of the thirtieth (30th) Dwelling; and
 - 2.1.3 the third and final instalment to be paid prior to the Occupation of the thirty-fifth (35th) Dwelling.
- 2.2 The Owner covenants not to Occupy or permit Occupation of:
 - 2.2.1 more than seven (7) Dwellings unless and until the first instalment of the Early Years Contribution has been paid in full to the County Council; and
 - 2.2.2 more than twenty nine (29) Dwellings unless and until the second instalment of the Early Years Contribution has been paid in full to the County Council; and
 - 2.2.3 more than thirty four (34) Dwellings unless and until the third and final instalment of the Early Years Contribution has been paid in full to the County Council.

3. SECONDARY SCHOOL CONTRIBUTION

- 3.1 To pay to the County Council the Secondary School Contribution in three (3) equal phased payments (rounded up to the nearest whole number) as follows:
 - 3.1.1 the first instalment to be paid prior to the Occupation of the eighth (8th) Dwelling;
 - 3.1.2 the second instalment to be paid prior to the Occupation of the thirtieth (30th) Dwelling; and
 - 3.1.3 the third and final instalment to be paid prior to the Occupation of the thirty-fifth (35th) Dwelling.

3.2 The Owner covenants not to Occupy or permit Occupation of:

3.2.1 more than seven (7) Dwellings unless and until the first instalment of the Secondary School Contribution has been paid in full to the County Council; and

3.2.2 more than twenty-nine (29) Dwellings unless and until the second instalment of the Secondary School Contribution has been paid in full to the County Council; and

3.2.3 more than thirty-four (34) Dwellings unless and until the third and final instalment of the Secondary School Contribution has been paid in full to the County Council.

4. SIXTH FORM CONTRIBUTION

4.1 To pay to the County Council the Sixth Form Contribution in three (3) equal phased payments (rounded up to the nearest whole number) as follows:

4.1.1 the first instalment to be paid prior to the Occupation of the eighth (8th) Dwelling;

4.1.2 the second instalment to be paid prior to the Occupation of the thirtieth (30th) Dwelling; and

4.1.3 the third and final instalment to be paid prior to the Occupation of the thirty-fifth (35th) Dwelling.

4.2 The Owner covenants not to Occupy or permit Occupation of:

4.2.1 more than seven (7) Dwellings unless and until the first instalment of the Sixth Form Contribution has been paid in full to the County Council; and

4.2.2 more than twenty nine (29) Dwellings unless and until the second instalment of the Sixth Form Contribution has been paid in full to the County Council; and

4.2.3 more than thirty four (34) Dwellings unless and until the third and final instalment of the Sixth Form Contribution has been paid in full to the County Council.

5. WASTE CONTRIBUTION

5.1 To pay to the County Council the Waste Contribution prior to Occupation of the eighth (8th) Dwelling.

5.2 Not to Occupy or permit Occupation of more than seven (7) Dwellings unless and until the Waste Contribution has been paid in full to the County Council.

THIRD SCHEDULE

THE BOROUGH COUNCIL COVENANTS WITH THE OWNER:

- 1.1 To provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed and shall cancel all entries made in the Register of Local Land Charges on written request in respect of this Deed when all the obligations have been performed.
- 1.2 To apply the Contributions between paragraphs 1 to 4 (inclusive) of the First Schedule paid to the Borough Council solely towards the purposes specified in this Deed.
- 1.3 To transfer the NHS Contribution (without any deduction) to EEAST as soon as practically possible following receipt of the same subject to the Borough Council having first used reasonable endeavours to receive written confirmation from EEAST that it agrees to apply the NHS Contribution towards the purposes specified in this Deed and if requested to do so in writing after the expiry of ten (10) years from the date of transfer of the NHS Contribution to EEAST the Borough Council shall request from EEAST the return of any of the sum not expended used or allocated towards the purposes for which it was paid AND in the event that EEAST returns any amount of the said sum, the Borough Council shall repay to the person that paid the sum to the Borough Council so much of the monies as shall have been returned.
- 1.4 If requested to do so in writing after the expiry of ten (10) years from the date of receiving the final payment of a contribution referred to in paragraph 1.2 of this Third Schedule the Borough Council shall return or procure the return to the person who made the payment all money that has not been spent or committed to be spent on the intended purposes as specified in this Deed in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.5 From time to time if reasonably requested by the Owner in writing (but not more than once in each year) the Borough Council shall provide to the Owner returns showing:
 - 1.5.1 the total amounts it has received from the Owner under this Deed up to the reporting date; and
 - 1.5.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred the expenditure.

FOURTH SCHEDULE

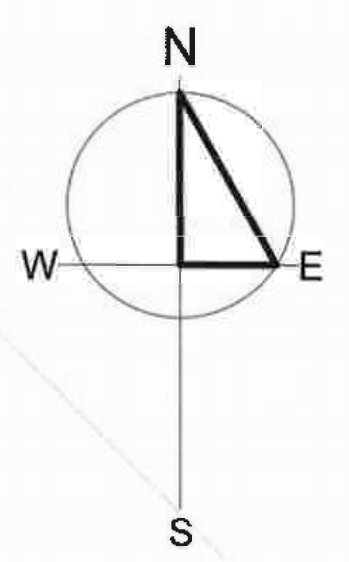
THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

- 1.1 To provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed.
- 1.2 To apply the Contributions between paragraphs 1 to 5 (inclusive) of the Second Schedule paid to the County Council solely towards the purposes specified in this Deed.
- 1.3 If requested to do so in writing after the expiry of ten (10) years from the date of the first Occupation of the final Dwelling the County Council shall return or procure the return to the person who made the payment of a Contribution referred to in paragraph 1.2 of this Fourth Schedule all of that Contribution that has not been spent or committed to be spent on the intended purposes as specified in this Deed in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.4 When the Early Years Contribution, the Secondary School Contribution the Sixth Form Contribution, the Waste Contribution and the Library Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of the first Occupation of the final Dwelling notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

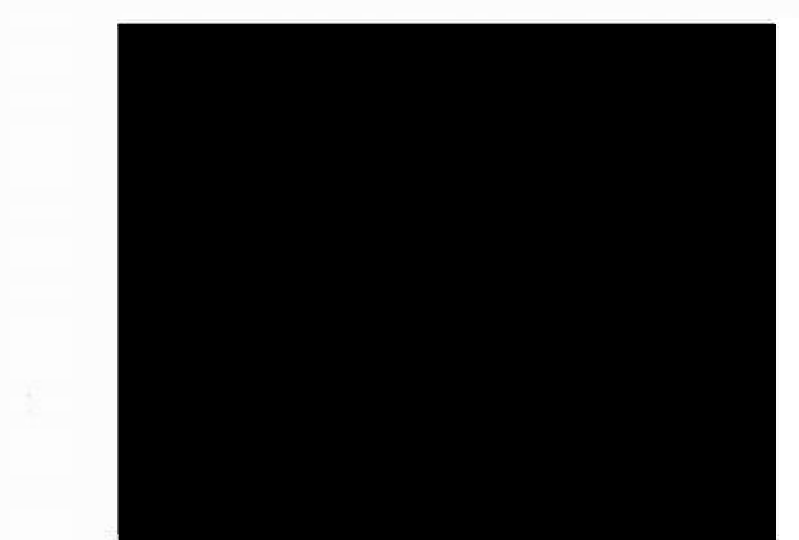
ANNEX 1

SITE PLAN

614800m 614900m 615000m 615100m 615200m 615300m 615400m



- ▶ **SITE 1**
Goldrood Conversion and New Residential Development
Area: 31894 sq.m
- ▶ **SITE 2**
New Boarding Accommodation
Area: 8038 sq.m



REVISION	DESCRIPTION	DATE	DRAWN	CHECK
A	For planning / presentation	24/02/2024	MB	

5273 | **PA_100** | **A**

- ▶ **EXISTING SITE PLAN**
- ▶ **SCALE** 1:1000 **SHEET NO.** A1
- ▶ **DATE** Nov-18
- ▶ **AUTHOR** SStuart-Thompson **CHECK** P Branton
- ▶ **PROJECT** GOLDROOD RESIDENTIAL DEVELOPMENT
ST JOSEPH'S COLLEGE, BELSTEAD ROAD,
IPSWICH, SUFFOLK, IP2 9DR
- ▶ **CLIENT** St Joseph's College
- ▶ **STATUS** PLANNING



0 50 100 150 200m
scale 1:1000 at A1

Master: Paap / Hadwin / Ipswich / Suffolk / IP2 9DR
11/01/2018/2019/2020 / 2/Engineering-architects.co.uk
Do not scale from drawings: work to figure dimensions only.
Copyright © Wincer Kievenaar Architects Limited
5273_Mattington_Development_14_v06

ANNEX 2

DRAFT PLANNING PERMISSION

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING
(DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2015**



To: Matt Clarke
Boyer Planning
Unit 15 De Grey Square
De Grey Road
Colchester
CO4 5YQ
Agent for: St Josephs College

Application Reference: IP/21/00786/FUL

GRANT OF FULL PLANNING PERMISSION

Ipswich Borough Council, as local planning authority, hereby **GRANT** Full Planning Permission for:

Conversion of Goldrood House to accommodate 11 residential dwellings and Mews Cottages and Annex to accommodate five residential dwellings and associated works and demolition; demolition of Mews Boarding House; construction of 35 residential dwellings; retention of Goldrood Lodge as a dwelling house; phased construction of a new three-storey boarding accommodation comprising 121 rooms and four staff units; and areas of open space, parking, associated vehicular and pedestrian accesses and internal roads and associated infrastructure. (Revised description).

at: St Josephs College Belstead Road Ipswich Suffolk IP2 9DR

in accordance with your application reference: IP/21/00786/FUL received 20.07.2021.

By virtue of Section 91 of the Town and Country Planning Act, 1990 this permission is granted subject to the condition that the development to which it relates must be begun not later than the expiration of three years beginning with the date of this notice.

This permission is also subject to the following condition(s): -

1. The development shall be carried out in accordance with the details shown on the following submitted drawings, and the requirements of any succeeding conditions including phasing arrangements.

Plans ref:-

Documents / Reports

- o 5273_v8_Accommodation Schedule
- o 5273_DAS_Design and Access Statement

Room Type Drawings

- o 5273_PA_70.02_B_Single En-suite Room
- o 5273_PA_70.03_B_Twin En-suite Room
- o 5273_PA_70.04_B_Accessible Room

Site Plans

- o 5273_PA_100_A_Existing Site Plan
- o 5273_PA_101_C_Existing Site Plan
- o 5273_PA_102_W_Proposed Site Plan
- o 5273_PA_103_K_Proposed Context Plan
- o 5273_PA_104_H_Site 1 - Site Plan 1/3
- o 5273_PA_105_I_Site 1 - Site Plan 2/3
- o 5273_PA_106_G_Site 1 - Site Plan 3/3
- o 5273_PA_108_H_Site 2 - Proposed Site Plan Boarding
- o 5273_PA_109_F_Site 1 - Tree Removal and Replacement
- o 5273_PA_110_D_Site 2-Tree Removal and Replacement
- o 5273_PA_111_Q_Site 1 - Open Space Calculation
- o 5273_PA_112_G_Site 1 - Parking Plan
- o 5273_PA_113_D_Site 1 - Proposed Footpath Link
- o 5273_PA_114_C_Site 1-Cycle route+ Footpath Layout
- o 5273_PA_115_Site Context Plan - SANG
- o 5273_PA_116_Site Context Residential Unit Numbers

Existing Plans

- o 5273_PA_200_C_Goldrood House - Existing Plans
- o 5273_PA_209_C_Mews - Existing Plans

Floor Plans

- o 5273_PA_201_A_Goldrood House - Basement Floor Plans
- o 5273_PA_202_B_Goldrood House - Ground Floor Plans
- o 5273_PA_203_A_Goldrood House - First Floor Plans
- o 5273_PA_204_A_Goldrood House - Second Floor Plans
- o 5273_PA_206_A_Mews - Existing & Proposed Ground Floor Plans
- o 5273_PA_207_A_Mews - Existing & Proposed First Floor Plans
- o 5273_PA_208_A_Mews - Existing & Proposed Roof Plans
- o 5273_PA_210_E_Block A - Ground and First Floor Plans
- o 5273_PA_211_E_Block A - Roof Plan
- o 5273_PA_212_D_Block B-Ground and First Floor Plans
- o 5273_PA_213_D_Block B- Second and Roof Plans
- o 5273_PA_214_D_Block C - Ground and First Floor Plans
- o 5273_PA_215_D_Block C - Second and Roof Plans
- o 5273_PA_216_C_Block D - Ground and First Floor Plans
- o 5273_PA_217_C_Block D - Second and Roof Plans
- o 5273_PA_218_B_Block E - Ground and First Floor Plans
- o 5273_PA_219_B_Block E - Second and Roof Plans
- o 5273_PA_220/1_H_Ground, First and Second Floor Plans
- o 5273_PA_220/2_G_Ground, First and Second Floor Plans
- o 5273_PA_221/1_E_Third Floor and Roof Plan
- o 5273_PA_221/2_D_Third Floor and Roof Plan

Elevations

- o 5273_PA_301_A_Goldrood House - Existing Elevations
- o 5273_PA_302_B_Goldrood House - Proposed Elevations
- o 5273_PA_303_A_Mews - Existing Elevations 1
- o 5273_PA_304_A_Mews - Existing Elevations 2
- o 5273_PA_305_A_Mews - Proposed Elevations 1
- o 5273_PA_306_E_Block A - Elevations
- o 5273_PA_307_D_Block B - Elevations
- o 5273_PA_308_D_Block C - Elevations
- o 5273_PA_309_C_Block D - Elevations
- o 5273_PA_310_B_Block E-Elevations

- o 5273_PA_311/1_D_Proposed Elevations
- o 5273_PA_311/2_C_Proposed Elevations
- o 5273_PA_312/1_D_Proposed Elevations
- o 5273_PA_312/2_C_Proposed Elevations
- o 5273_PA_313/1_D_Proposed Elevations
- o 5273_PA_313/2_C_Proposed Elevations
- o 5273_PA_314/1_D_Proposed Elevations
- o 5273_PA_314/2_C_Proposed Elevations
- o 5273_PA_315/1_D_Proposed Elevations
- o 5273_PA_315/2_C_Proposed Elevations

Sections

- o 5273_PA_403_D_Block C - Site Section

Unit Plans

- o 5273_PA_701.0_B_GH - UNIT 1 - Basement
- o 5273_PA_701.1_B_GH - UNIT 1 - Ground
- o 5273_PA_701.2_B_GH - UNIT 1 - First
- o 5273_PA_701.3_B_GH - UNIT 1 - Second and Roof
- o 5273_PA_702_B_GH - UNIT 2 - Ground
- o 5273_PA_703_C_GH - UNIT 3 - Ground
- o 5273_PA_704_B_GH - UNIT 4 - Ground
- o 5273_PA_705_B_GH - UNIT 5 - Ground
- o 5273_PA_706_B_GH - UNIT 6 - First
- o 5273_PA_707_B_GH - UNIT 7 - First
- o 5273_PA_708_B_GH - UNIT 8 - First
- o 5273_PA_709_B_GH - UNIT 9 - First
- o 5273_PA_710_B_GH - UNIT 10 - First
- o 5273_PA_711.0_B_GH - UNIT 11 - Basement
- o 5273_PA_711.1_B_GH - UNIT 11 - Ground
- o 5273_PA_711.2_B_GH - UNIT 11 - First
- o 5273_PA_712.1_A_M - UNIT 1 - Ground
- o 5273_PA_712.2_A_M - UNIT 1 - First
- o 5273_PA_713_A_M - UNIT 2 - Ground
- o 5273_PA_714.1_A_M - UNIT 3 - Ground
- o 5273_PA_714.2_A_M - UNIT 3 - First
- o 5273_PA_715.1_A_M - UNIT 4 - Ground
- o 5273_PA_715.2_A_M - UNIT 4 - First
- o 5273_PA_716_A_M - UNIT 5 - Ground

Landscape Plans

- o LBW1908-01 - Landscape Masterplan (Sheet 1 of 2)
- o LBW1908-02 - Landscape Masterplan (Sheet 2 of 2)

Highways/ Access Plans

- o 1903-329-300 Rev P4 Access 3 - Access To Land At Goldrood (within Cannon Consulting Engineers Highways Technical Note Ref: CCE/V681/TN-01 - Feb 2022)
- o 1903-329-400 Rev P4 - Access 4-Existing Goldrood Access - Shared Access Vehicular (within Cannon Consulting Engineers Highways Technical Note Ref: CCE/V681/TN-01 - Feb 2022)
- o 1903-329-260C Rev P-C - Proposed Boarding Access Birkfield Drive (within Cannon Consulting Engineers Highways Technical Note Ref: CCE/V681/TN-01 - Feb 2022)

2. Before works on external elevations of the hereby-approved development commences, details of all external finished materials to the dwellings and garages, including wall finishes, roof finishes, samples of materials, profiles, textures and colours, to be used shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall only

be carried out in accordance with the approved details and the approved phasing plan subject of condition 3.

3. No development shall commence (including demolition, site clearance, or enabling works) until a detailed Phasing Plan and Construction Management Plan (CMP) have been submitted to and approved in writing by the Local Planning Authority.

The Phasing Plan shall include:

- a) The sequencing and timing of all development phases, clearly identifying:
 - (i) New build residential units;
 - (ii) Conversion of existing buildings to residential use;
 - (iii) Boarding accommodation;
- b) The relationship and interdependencies between each phase, including infrastructure provision, access arrangements, and servicing;
- c) The delivery programme for each land use component, including anticipated commencement and completion dates;
- d) Measures to ensure that each phase is capable of functioning independently, including access, parking, servicing, and utilities;
- e) Phasing of landscaping, open space, and amenity provision.

The Construction Management Plan shall include:

- a) parking and turning for vehicles of site personnel, operatives and visitors
- b) loading and unloading of plant and materials
- c) piling techniques (if applicable)
- d) storage of plant and materials
- e) provision and use of wheel washing facilities
- f) programme of site and all associated works such as utilities including details of traffic management necessary to undertake these works
- g) site working and delivery times
- h) provision of boundary hoarding and lighting
- i) details of proposed means of dust suppression
- j) details of measures to prevent mud from vehicles leaving the site during construction
- k) haul routes for construction traffic on the highway network
- l) Details of deliveries times to the site during construction phase
- m) Layout of facilities above to be included on a plan

Development shall thereafter be carried out in full accordance with the approved Phasing Plan and Construction Management Plan, unless otherwise agreed in writing by the Local Planning Authority by way of a separate application.

4. No development above slab level shall take place until full details of both soft and hard landscape works, including tree replanting mitigation, and an implementation programme, have been submitted to and approved in writing by the Local Planning Authority and these works shall be implemented in accordance with the approved phasing plan subject of condition 3. The detailed landscaping scheme shall be broadly in accordance with the principles indicated on the approved landscape masterplan drawings.
5. All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the

approved landscaping details the subject of condition No.4 shall be carried out in full prior to the end of the first planting and seeding season following the first occupation of the development or in such other phased arrangement as shall have previously been agreed, in writing, by the Local Planning Authority. Any trees or shrubs which, within a period of 10 years of being planted die, are removed or seriously damaged or seriously diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority agrees, in writing, to a variation of the previously approved details.

6. No development above slab level shall take place until such time as the following details have been submitted to and agreed in writing with the Local Planning Authority. The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the phase of the development to which they relate is first occupied and retained as such:-
 - (i) - Boundary treatments including railings;
 - (ii) - Details of cycle/footpath and car parking court external lighting.
7. Prior to the commencement of the new build development hereby approved, or such other timescale as may be agreed in writing with the Local Planning Authority, a scheme to provide a minimum of 15% of the predicted required energy supply for the new development from decentralised and renewable or low carbon sources shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be first occupied unless and until the approved scheme has been implemented, in accordance with agreed phasing subject of condition 3, and thereafter the provisions of the scheme shall be maintained for the lifetime of the development in accordance with the details of the approved scheme.
8. No development shall take place within the area indicated as the application site as outlined in red until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority.

The scheme of investigation shall include an assessment of significance and research questions; and:

 - a. The programme and methodology of site investigation and recording
 - b. The programme for post investigation assessment
 - c. Provision to be made for analysis of the site investigation and recording
 - d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
 - e. Provision to be made for archive deposition of the analysis and records of the site investigation
 - f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
 - g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.
9. The development shall not be first occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 12 and the provision made for analysis, publication and dissemination of results and archive deposition.
10. Prior to the construction above damp proof course, a scheme for on-site foul water drainage works, including connection point and discharge rate, shall be submitted to and approved in writing by the Local Planning Authority. Prior to the occupation of any phase, the foul water drainage works relating to that phase must have been carried out in complete accordance with the approved scheme.
11. No development shall commence until details of the strategy for the disposal of surface water

on the site have been submitted to and approved in writing by the Local Planning Authority.

12. No development shall commence until details of the implementation, maintenance and management of the strategy for the disposal of surface water on the site have been submitted to and approved in writing by the Local Planning Authority. The strategy shall be implemented and thereafter managed and maintained in accordance with the approved details.
13. Within 28 days of practical completion of the last dwelling or unit, surface water drainage verification report shall be submitted to the Local Planning Authority, detailing and verifying that the surface water drainage system has been inspected and has been built and functions in accordance with the approved designs and drawings. The report shall include details of all SuDS components and piped networks in an agreed form, for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.
14. No development above slab level shall take place until the number and location of fire hydrants, and details of their phasing of when they will become operable shall be submitted to and agreed in writing with the Local Planning Authority. The development shall be carried out in accordance with the approved details and maintained as such for the lifetime of the development.
15. Prior to first occupation of the hereby approved development, a community use agreement prepared in consultation with Sport England shall be submitted to and approved in writing by the Local Planning Authority, and a copy of the completed approved agreement has been provided to the Local Planning Authority. The agreement shall apply to the sports facilities at the school that are available for community use (sports pitches, hockey pitch, multi-use games area) and include details of pricing policy, hours of use, access by non-school users, management responsibilities and a mechanism for review. The development shall not be used otherwise than in strict compliance with the approved agreement.
16. The development hereby-approved shall be constructed so that the development meets an energy/CO2 standard of at least 19% improvement in dwelling emission rate over Target Emission Rate (TER), as determined by the 2013 Building Regulation Standards, and a water usage standard of no more than 110 litres per person per day (or in the case that the achievement of these standards are demonstrated not to be feasible or viable a lesser standard level as may be agreed in writing with the Local Planning Authority). Prior to first occupation of the hereby-approved dwellings, certification of compliance with these standards shall be submitted to and approved by the Local Planning Authority.
17. Prior to any commencement of development above slab level, or any conversion works, details of how at least 25% of the hereby-approved dwellings shall meet Building Regulations standard M4(2), shall be submitted to and approved in writing by the Local Planning Authority, unless it has been demonstrated that it is either not feasible or not viable.
18. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) there shall be no extensions or outbuildings carried out under Schedule 2, Part 1, Class A, and Class E for buildings over 10 cubic metres in size, to the hereby approved dwellings outlined below:-

Block A - Plot 2

Block B - Plots 7-12

Block C - Plots 15-19

Block D - Plots 24-28

Block E - Plots 34-35

Mews - Plots M1 and M4.

19. No development (including site clearance, demolition, or ground works) shall commence until details of tree protection measures have been submitted to and approved in writing by the Local Planning Authority.

The submitted details shall include:

A Tree Protection Plan (TPP) showing the position and extent of protective fencing in accordance with BS 5837:2012

Details of the type of protective fencing and ground protection measures

A method statement describing how works will be carried out within or near Root Protection Areas (RPAs)

Arboricultural supervision/monitoring arrangements, where required

The approved tree protection measures shall be implemented in full prior to the commencement of development and shall be retained for the duration of the construction period to which phase they relate.

20. The development shall be undertaken in accordance with the submitted Air Quality Exposure Assessment.
21. No other part of the residential element of development hereby permitted shall be commenced until the new access onto Belstead Road and associated highway improvements (including footway improvements, raised DDA compliant kerbs, the provision of an uncontrolled crossing point, carriageway realignment and the relocation of bus stop clearway) has been laid out and completed in all respects in accordance with Drawing Number 1903-329-300 Revision P4. Thereafter it shall be retained in its approved form.
22. Before the new access onto Belstead Road is first used visibility splays shall be provided as shown on Drawing Number 1903-329-300 Revision P4 with an X dimension of 2.4 metres and a Y dimension of 59 metres tangential to the nearside edge of the carriageway and thereafter retained in the specified form. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and reenacting that Order with or without modification) no obstruction to visibility shall be erected, constructed, planted or permitted to grow over 0.6 metres high within the areas of the visibility splays.
23. No part of the residential element of the development hereby permitted shall be occupied until the existing vehicular access onto Belstead Road has been improved, laid out and completed in all respects in accordance with Drawing Number 1903-329-400 Revision P4. Thereafter the access shall be retained in the specified form.
24. Before the upgraded access onto Belstead Road is first used visibility splays shall be provided as shown on Drawing Number 1903-329-400 Revision P4 with an X dimension of 2.4 metres and a Y dimension of 59 metres tangential to the nearside edge of the carriageway and thereafter retained in the specified form. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and reenacting that Order with or without modification) no obstruction to visibility shall be erected, constructed, planted or permitted to grow over 0.6 metres high within the areas of the visibility splays.
25. No other part of the boarding accommodation element of the development hereby permitted shall be commenced until the new access onto Birkfield Drive and associated highway improvements (including the creation of the new footway and the provision of an uncontrolled crossing point) has been laid out and completed in all respects in accordance with Drawing

Number 1903-329-260C. Thereafter it shall be retained in its approved form.

26. Before the new access onto Birkfield Drive is first used visibility splays shall be provided as shown on Drawing Number 1903-329-260C with an X dimension of 2.4 metres and a Y dimension of 59 metres tangential to the nearside edge of the carriageway and thereafter retained in the specified form. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no obstruction to visibility shall be erected, constructed, planted or permitted to grow over 0.6 metres high within the areas of the visibility splays.
27. No other part of the residential element of the development hereby permitted shall be occupied until the pedestrian and cycle link between Belstead Road and Stone Lodge Lane has been laid out and completed in all respects in accordance with Drawing Number PA_113 Revision D. Thereafter it shall be retained in its approved form.
28. Management and Maintenance of the proposed pedestrian and cycle link between Belstead Road and Stone Lodge Lane shall be subject to a Management and Maintenance Management Plan which shall be submitted to the Local Planning Authority for approval in consultation with the Local Highway Authority prior to the occupation of the development. The Plan should include, but not be limited to, details of the management of the proposed gates on the pedestrian and cycle route. Thereafter the route shall be managed and maintained in accordance with details included within the approved plan.
29. The use of the residential element of the development shall not commence until the area(s) within the site shown on Drawing Number PA_112 Revision G for the purposes of manoeuvring and parking of vehicles, including electric vehicle parking and secure, covered cycle storage have been provided and thereafter the area(s) shall be retained, maintained and used for no other purposes.
30. Before the boarding accommodation element of the development is commenced details of the areas and infrastructure to be provided for the manoeuvring and parking of vehicles, including electric vehicle charging points and secure, covered cycle storage 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 boarding accommodation element of the development is brought into use and shall be retained thereafter and used for no other purpose.
31. Before the development is commenced, details of the estate roads and footpaths, (including layout and surfacing), shall be submitted to and approved in writing by the Local Planning Authority.
32. Before the development is commenced details shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority showing the proposed bus stop improvements. The approved scheme shall include the provision of a Real time Passenger Information (RTPI) screen at the bus stop on Belstead Road between the two site accesses, a shelter, raised DOA compliant kerbs and a RTPI screen at the eastbound stop on Stone Lodge Lane west near the junction with Birkfield Drive and raised DOA compliant kerbs at the westbound stop on Stone Lodge Lane west near the junction with Birkfield Drive.
33. Before the development is commenced details of the areas to be provided for the storage and presentation for collection/emptying of refuse and recycling bins shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority. The approved scheme shall be carried out in its entirety before the boarding accommodation element of the development is brought into use and shall be retained thereafter for no other purpose and the approved bin storage and presentation/collection area shall be

provided for each dwelling prior to its first occupation and shall be retained thereafter for no other purpose.

34. Before the development is commenced details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway including any system to dispose of the water. The approved scheme shall be carried out in its entirety before the access is first used and shall be retained thereafter in its approved form.
35. No part of the development shall be commenced until a photographic condition survey of the highway fronting and near to the site on Belstead Road and Birkfield Drive has been submitted to and approved in writing by the Local Planning Authority.
36. Prior to the first occupation of the dwellings hereby approved, a maintenance and management agreement shall be submitted to and approved in writing by the Local Planning Authority. The management agreement shall include:-
 - i) long term maintenance of hard and soft landscaping to include a landscape and ecological management plan;
 - ii) long term maintenance of refuse/recycling facilities, cycle storage areas and communal areas within flatted areas.Thereafter the management of the site shall only be carried out in accordance with the approved details.
37. No development above slab level shall take place until a detailed ecological management scheme and mitigation and enhancement plan, which shall include hedgehog friendly fencing, swift brick provision, external lighting, dog waste bins, information boards, and information of promotion of circular walks to appropriate alternatives SANGs shall be submitted to and approved in writing by the Local Planning Authority. The scheme, which shall include a timetable for its implementation, shall include the details set out (but not limited to) within the submitted Ecology Report by MHE Consulting, and the HRA Appropriate Assessment dated 8.2.24. The measures approved shall be implemented in accordance with the approved works before occupation of the hereby approved development, or to which dwelling or phase they relate.
38. Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 38, 39, and 40 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition 41 has been complied with in relation to that contamination.
39. An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:
 - (i) a survey of the extent, scale and nature of contamination;
 - (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets,
 - woodland and service lines and pipes,

adjoining land,
groundwaters and surface waters,
ecological systems,
archaeological sites and ancient monuments;
(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

40. A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.
The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works. Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.
41. 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, and where remediation is necessary a remediation scheme must be prepared, 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.

The reasons for the above condition(s) are as follows:-

1. In the interests of good planning, for the avoidance of doubt and to facilitate any future application to the Local Planning Authority under Section 73 of the Town and Country Planning Act 1990.
2. To ensure a high standard of design and appearance is achieved and to ensure all of the new development satisfactorily integrates into the existing street scene in the interests of visual amenity, in accordance with the requirements of Policy DM12 of the Core Strategy and Policies DPD Review (2022), which requires all new developments to be well designed and to protect or enhance the visual appearance of the immediate street scene.
3. To ensure the development is implemented in a coordinated and sustainable manner, with the timely provision of infrastructure, services, access, drainage, landscaping, and mitigation measures, in the interests of proper planning, highway safety, residential amenity, and environmental protection.
4. In order to ensure that there is a sufficient landscaping scheme for this development where there are public areas to be laid out but there is insufficient detail within the submitted application, in accordance with the requirements of Policy DM12 of the Core

Strategy and Policies DPD Review (2022), which requires all new developments to provide greener streets and spaces to contribute to local biodiversity, visual amenity, and health and well-being, and offset the impacts of climate change.

5. To ensure that there is a sufficient landscaping scheme for the development where there is insufficient detail within the submitted application, and that all plants and trees are maintained for a length of time to secure their longevity.
6. The condition is necessary to ensure the functional layout of the development is satisfactory, the visual amenity of the area is safeguarded, and to promote the use of sustainable transport modes and public realm improvements, in accordance with the requirements of Policy DM12 of the Core Strategy and Policies DPD Review (2022).
7. To promote the sustainable development and reduce development associated carbon emissions, in accordance with the requirements of Policy DM2 of the Core Strategy and Policies DPD Review (2022), which requires all new developments of 10 or more dwellings to provide at least 15% of their energy requirements from decentralised and renewable or low carbon sources.
8. To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development.
9. To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development.
10. To prevent environmental and amenity problems arising from flooding.
11. To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained.
12. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.
13. To ensure that the surface water drainage system has been built in accordance with the approved drawings and is fit to be put into operation and to ensure that the Sustainable Drainage System has been implemented as permitted and that all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as required under s21 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk with the county of Suffolk.
14. To ensure the adequate supply of water for firefighting and community safety is provided, in accordance with the requirements of Policy DM12 of the Core Strategy and Policies SPD Review (2022), which requires all new developments to promote safe and secure communities.
15. To secure well managed safe community access to the sports facility/facilities, to ensure sufficient benefit to the development of sport and to accord with Development Plan Policy.
16. To ensure that the development achieves a high standard of sustainable design.
17. To ensure that the development meets policy requirements for accessible and adaptable dwellings.

18. The condition is necessary to ensure the functional layout of the development is satisfactory, the amenities of future occupants are protected from extensions and alterations that might otherwise result in loss of privacy or overbearing impacts, and the visual amenity of the immediate area is safeguarded in accordance with the original design of the development.
19. To ensure the protection and long-term health of trees on and adjacent to the site, in the interests of visual amenity and biodiversity, in accordance with local planning policies.
20. In the interest of protecting the amenity and air quality of the area.
21. Reason: To ensure the access and associated highway improvements is laid out and completed to an acceptable design in the interests of the safety of persons using the access and users of the highway. This needs to be a pre-commencement condition because it has been highlighted that this access is required for construction activity. A Section 278 Agreement will be required to permit the applicant to work within highway maintainable at public expense (see Note relating to Section 278 Agreements).
22. To ensure drivers of vehicles entering the highway have sufficient visibility to manoeuvre safely including giving way to approaching users of the highway without them having to take avoiding action and to ensure drivers of vehicles on the public highway have sufficient warning of a vehicle emerging in order to take avoiding action, if necessary.
23. To ensure that the layout of the existing access is improved to an appropriate specification at an appropriate time in the interests of the safety of persons using the access and users of the highway. A Section 278 Agreement will be required to permit the applicant to work within highway maintainable at public expense (see Note relating to Section 278 Agreements).
24. To ensure drivers of vehicles entering the highway have sufficient visibility to manoeuvre safely including giving way to approaching users of the highway without them having to take avoiding action and to ensure drivers of vehicles on the public highway have sufficient warning of a vehicle emerging in order to take avoiding action, if necessary.
25. To ensure the access and associated highway improvements is laid out and completed to an acceptable design in the interests of the safety of persons using the access and users of the highway. This needs to be a pre-commencement condition because it has been highlighted that this access is required for construction activity. A Section 278 Agreement will be required to permit the applicant to work within highway maintainable at public expense (see Note relating to Section 278 Agreements).
26. To ensure drivers of vehicles entering the highway have sufficient visibility to manoeuvre safely including giving way to approaching users of the highway without them having to take avoiding action and to ensure drivers of vehicles on the public highway have sufficient warning of a vehicle emerging in order to take avoiding action, if necessary.
27. To ensure appropriate opportunities to promote sustainable transport modes have been taken up and are available at first occupation of the development.
28. In the interest of ensuring that appropriate opportunities to promote sustainable transport modes have been taken up and that priority is given to pedestrian and cycle movements within the scheme.
29. To ensure that sufficient areas for vehicles to be parked are provided in accordance with Suffolk Guidance for Parking (2023) where on-street parking and manoeuvring would be detrimental to the safe use of the highway.

30. To ensure that sufficient areas for vehicles to be parked are provided in accordance with Suffolk Guidance for Parking (2023) where on-street parking and manoeuvring would be detrimental to the safe use of the highway.
31. In the interests of highway safety to ensure that roads are constructed to an acceptable standard.
32. To promote and facilitate access to sustainable transport modes and to provide safe and suitable access for all users in accordance with Local Plan Policy DM21 (f). This is a pre-commencement condition because the required details relate to off-site works which must be approved and implemented in the early part of the development to ensure means of sustainable travel are provided to encourage use of public transport by occupants of the development. A Section 278 Agreement will be required to permit the applicant to work within highway maintainable at public expense (see Note relating to Section 278 Agreements).
33. To ensure that space is provided for refuse and recycling bins to be stored and presented for emptying and left by operatives after emptying clear of the highway and access to avoid causing obstruction and dangers for the public using the highway.
34. To prevent hazards caused by flowing water or ice on the highway.
35. In the interest of highway safety, to ensure that damage to the highway as a result of the development is repaired at the developer's cost and satisfactory access is maintained for the safety of residents and the public.
36. To ensure that the communal internal areas of development, refuse and recycling areas, cycle storage areas and areas of landscaping of the site are maintained in an appropriate manner for the future in accordance with policies DM12 of the Core Strategy and Policies DPD Review (2022).
37. To preserve and enhance the biodiversity of the site and its surroundings, in accordance with the requirements of Policy DM8 of the Core Strategy and Policies DPD Review (2022), which requires all new developments to contribute to local biodiversity, and incorporate measures to enhance conditions for biodiversity within and around the development.
38. to 41. To ensure that risks from any associated 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 offsite receptors.

INFORMATIVES

1. PLEASE NOTE that this permission contains a condition precedent that requires details to be agreed and/or activity to be undertaken either before you commence the development or before you occupy the development. **This is of critical importance**. If you do not comply with the condition precedent you may invalidate this planning permission. **Please pay particular attention to these requirements**.
2. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

3. 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 at Ipswich Borough Council on email: building.control@ipswich.gov.uk or on telephone number: 01473 432951.
4. In the interests of protecting the residential amenity of the surrounding area it is recommended that the hours of construction for the hereby approved development should be limited to the following times:- 07.45-18.00 Monday to Friday, 08.00-13.00 Saturdays and no working on Sundays or Bank Holidays.
5. Many species of plant and animal in England, and their habitats, are protected by law. You are breaking the law if you capture, kill, disturb or injure a European protected species (on purpose or by not taking enough care); damage or destroy a breeding or resting place (even accidentally); obstruct access to their resting or sheltering places (on purpose or by not taking enough care); possess, sell, control or transport live or dead individuals, or parts of them. For further information and guidance you are advised to speak to Natural England at www.gov.uk or by telephone on 0300 060 6000.
6. This planning permission is subject to a related agreement under Section 106 of the Town and Country Planning Act, 1990.
7. There is a planning fee payable for applications in writing to discharge planning permission conditions. Forms for applications to discharge conditions are available from the Planning Portal website.
8. The Council recommends the installation of an appropriate sprinkler system within the development.
9. Suffolk Constabulary recommendations- see comments provided on Council's website www.ipswich.gov.uk
10. Suffolk Fire and Water recommendations- see comments provided on Council's website www.ipswich.gov.uk
11. The submitted scheme of archaeological investigation shall be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service, Conservation Team. They would be pleased to offer guidance on the archaeological work required and, in our role as advisor to Ipswich Borough Council, the Conservation Team of SCC Archaeological Service will, on request of the applicant, provide a specification for the archaeological work required at this site. In this case, an archaeological evaluation will be required to establish the potential of the site and decisions on the need for any further investigation (excavation before any groundworks commence and/or monitoring during groundworks) will be made on the basis of the results of the evaluation.

Further details on our advisory services and charges can be found on our website: <http://www.suffolk.gov.uk/archaeology/>

12. Note 01: It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority.
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. For further information please visit:
<https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/application-for-works-licence/>

13. Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.
14. (1) INFORMATIVE - Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087. (2) INFORMATIVE- Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087. (3) INFORMATIVE - Protection of existing assets - A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water. (4) INFORMATIVE - Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087. (5) INFORMATIVE: The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.
15. Informative: Guidance on preparing Community Use Agreements is available from Sport England, <http://www.sportengland.org/planningapplications>

Summary of Development Plan policies and proposals relevant to this decision: -

1. Ipswich Local Plan, incorporating the Core Strategy and Policies Development Plan Document (DPD) Review, and the Site Allocations and Policies (Incorporating IP-One Area Action Plan (AAP)) DPD Review (2022)

Policies: CS1 - Sustainable Development; CS2 - The Location and Nature of Development; CS4 - Protecting our Assets; CS5 - Improving Accessibility; CS7 - The Amount of New Housing Required; CS8 - Housing Type and Tenure; CS12 - Affordable Housing; CS15 - Education Provision; CS16 - Green Infrastructure, Sport and Recreation; CS17 - Delivering Infrastructure; DM1 - Sustainable Construction; DM2 - Decentralised Renewable or Low Carbon Energy; DM3 - Air Quality; DM4 - Development and Flood Risk; DM5 - Protection of Open Spaces, Sports and Recreation Facilities; DM6 - Provision of New Open Spaces, Sports and Recreation Facilities; DM7 - Provision of Private Outdoor Amenity Space in New and Existing Developments; DM8 - The Natural Environment; DM9 - Protection of Trees and Hedgerows; DM10 - Green and Blue Corridors; DM12 - Design and Character; DM13 - Built Heritage and Conservation; DM14 - Archaeology; DM15 - Tall Buildings; DM18 - Amenity; DM21 - Transport and Access in New Developments; DM22 - Car and Cycle Parking in New Development; DM23 - The Density of Residential Development; DM34 - Delivery and Expansion

of Digital
Communications Networks.

Other Planning Guidance

Development and Flood Risk SPD (July 2022)
Low Emissions SPD (December 2021)
Local List (Building of Townscape Interest) SPD (July 2021)
Ipswich Urban Character Studies SPD (July 2019)
Development and Archaeology SPD (November 2018)
Cycling Strategy SPD (July 2016)
Space and Design Guidelines SPD (November 2015)
DCLG Technical housing standard- nationally described space standards (2015)
Suffolk Guidance for Parking (2023)
Suffolk Coast RAMS SPD (February 2020)
Public Open Space SPD (March 2017)

Dated:

Signed:

James Mann MRTPI
Head of Planning and Economic Development
Grafton House
15-17 Russell Road
Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

N.B. This permission is not an approval under the Building Regulations; Approval under those regulations may also be required.

NOTES

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. 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.
3. 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 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
4. Notice of appeal relating to Advertising Consent must be served within 8 weeks of the date of this decision notice. Appeal notices, relating to refusal, for Householder and Minor Commercial applications must be served within 12 weeks. In all other cases, the notice of appeal must be served within 6 months. Definition of a Minor Commercial application can be found here:- <https://www.gov.uk/government/publications/planning-appeals-procedural-guide/procedural-guide-planning-appeals-england>
5. Appeals should be made online via <https://appeal-planning-decision.service.gov.uk/before-you-start>
If you do not have internet access and need help completing the appeal digitally, please contact the Planning Inspectorate customer service team on 0303 444 5000 for details of support available.

6. Before making an appeal, you may find it helpful to review guidance and watch a video explaining the appeals process at <https://www.gov.uk/government/collections/make-an-appeal-to-the-planning-inspectorate-and-associated-guidance>
7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

In making this decision the Council has positively addressed the National Planning Policy Framework 2024.