

DATE

22nd October

2019

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) WESTERFIELD HOUSE LIMITED

and

(4) BARCLAYS BANK PLC

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land at Westerfield House Humber Doucy Lane Ipswich

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

THIS DEED OF AGREEMENT is made the 22nd day of October 2019

BETWEEN:

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**"); and
3. **WESTERFIELD HOUSE LIMITED** (Company Registration Number 1673119) whose registered office is 170 Colchester Road Ipswich Suffolk IP4 4RS (hereinafter called "**the Owner**") and
4. **BARCLAYS BANK PLC** (Company Registration Number 1026167) whose registered office is at Lending Operations PO Box 299 Birmingham B1 3PF hereinafter called "**the Mortgagee**")

RECITALS

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an Authority who may enforce the planning obligations herein.
- (B) The County Council is the local library authority and waste management authority and is also a local planning authority for the purposes of the 1990 Act for the area in which the Property is situated and by whom the obligations contained in this Deed are enforceable.
- (C) The Owner is the freehold owner of the Property registered at the Land Registry under title number SK37194 subject to a charge in favour of the Mortgagee
- (D) The Owner submitted the Application to the Borough Council for the grant of the Permission for the Development of the Property and the Borough Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations herein.
- (E) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and the Owner acknowledges that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (F) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.

- (G) The Borough Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

OPERATIVE PROVISIONS

- 1 The following expressions shall have the meanings hereby respectively assigned to them:-

General Definitions

- “the 1990 Act”** means the Town and Country Planning Act 1990 as amended
- “the Application”** means the planning application given reference IP/18/00526/OUT submitted by the Owner and registered by the Borough Council on 12th June 2018 for permission to develop the Property
- “BCIS Index”** the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors 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 Borough Council County Council and the Owner
- “BCIS Indexed”** the increase in any sum referred to in the Second Schedule by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 31 of this Deed;
- “Commencement Date”** means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this Deed and for no other purpose:-
- site investigations or surveys;
 - site decontamination
 - the demolition of any existing

	buildings or structures
	and "Commence Development" and "Commencement of Development" shall be construed accordingly
"Completion of Development"	the date that the last Unit is first Occupied
"the Councils"	means the Borough Council and the County Council
"Deed"	means this Deed of Agreement
"Development"	means the development of the Property by the erection of a care village (Use Class C2) at a residential care home, including up to 147 assisted living/extra care units and 2 associated staff/director dwellings (access to be determined) as set out in the Application
"Dwelling"	means any individual dwelling and/or assisted living/extra care unit to be constructed as part of the Development in accordance with the Permission
"Late Payment Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"the Obligations"	means the obligations provisions requirements conditions or other burdens set out in this Deed
"Occupation"	means occupation for the purpose permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly

“the Permission”	means the planning permission subject to conditions which may be granted by the Borough Council pursuant to the Application substantially as set out in the draft as set out in Annex 1
“the Plan”	means the plan attached to this Deed and marked “Plan”
“the Property”	means the land described in the First Schedule against which this Deed may be enforced and as shown edged red for identification purposes only on the Plan
“the Unit”	means any building constructed pursuant to the Permission other than a Dwelling
“Working Days”	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

Financial Contributions

“Waste Management Contribution”	Means the sum of seven thousand five hundred and ninety-nine pounds (£7,599.00) BCIS Indexed
“Libraries Contribution”	Means the sum of eighteen thousand one hundred and eighty pounds (£18,180.00) BCIS Indexed
“Habitat Mitigation Contribution”	Means the sum of seventeen thousand nine hundred and seventeen pounds (£17,917.00) BCIS Indexed

- 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

3. Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
4. Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
5. Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof 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 enactment regulation or order or deriving validity from it.
6. References in this Deed to the Councils shall where the context so admits include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.
7. Reference in this Deed to the Owner shall include reference to successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
8. Headings in this Deed are not intended to be taken into account in its construction or interpretation.
9. "Including" means "including, without limitation".
10. Any covenants by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by another person.
11. Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

STATUTORY PROVISIONS AND COVENANTS

12. This Deed is made in pursuance of:-
 - Section 106 of the 1990 Act
 - Section 111 of the Local Government Act 1972
 - Section 1 of the Localism Act 2011and all other enabling legislation.
13. The obligations created in the Second Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title.

14. Insofar as any of the covenants contained in this Agreement are not planning obligations within Section 106 of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
15. This Deed is conditional upon:
 - (i) the grant of the Permission; and
 - (ii) the Commencement of Development

save for the provisions of this clause and clauses 20-22, 25, 27, 29, 32-34 and 40 and any other relevant provisions which shall come into effect immediately upon completion of this Deed
16. The Owner covenants with the County Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.
17. The Borough Council covenants with the Owner as set out in Part 1 of the Third Schedule.
18. The County Council covenants with the Owner as set out in Part 2 of the Third Schedule.

AGREEMENTS AND DECLARATIONS

19. This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of any Obligations contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.
20. This Deed shall be a local land charge and shall be registered as such by the Borough Council.
21. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.
22. The Owner shall pay to the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof.
23. The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such information as the Borough Council and/or County Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.

24. The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
25. Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) after the date of this Deed.
26. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time before the Commencement Date 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
27. If any dispute shall arise between any of the Parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the Parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute on the application of either party and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
28. Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.
29. The Obligations contained in 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 1990 Act.
30. If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due to the date of payment
31. The Financial Contribution payable by the Owner to the County Council in accordance with the Second Schedule shall (unless the context reads otherwise) 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 formula $A = B \times C/D$ where:
 - 31.1 A is the sum payable under this Deed;
 - 31.2 B is the original sum calculated as the sum payable;
 - 31.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
 - 31.4 D is the BCIS Index for the month 2 months before the date of this Deed; and

31.5 C/D is greater than 1

32. The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times to enter into and upon and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed
33. The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived
34. The Owner covenants and warrants to the Councils that they have full power to enter into this Deed and that there is no other person other than the Mortgagee having a charge over or any binding interest in the Property whose consent is necessary to make this Deed binding on the Property and all estates and interests therein
35. Insofar as any clause or clauses of this Deed are 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
36. No waiver (whether expressed or implied) by the Councils of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
37. The Owner agrees with the Councils to give each of them written notice of any change in ownership of any of their interests in the Property occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
38. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
39. The Owner covenants to inform the Borough Council and County Council by way of written notice within seven (7) days following:
 - a) Commencement of Development;
 - b) first Occupation of first Dwelling on the Development;
 - c) Completion of the Development;
 - d) Occupation of the 39th Dwelling.
40. This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
41. 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.

42. The Mortgagee hereby acknowledges and declares that this Deed has been entered into by the Owner with their consent to the intent that the planning obligations shall be binding on the Property and that the security of the mortgage over the Property shall take effect subject to this Deed provided that the Mortgagee or any future mortgagee or chargee shall only be liable for any breach that it has caused whilst mortgagee in possession or which has occurred whilst it is mortgagee in possession and shall not be liable for any pre-existing breach BUT FOR THE AVOIDANCE OF DOUBT any successor in title to the Mortgagee will be responsible as a successor in title to the Owner for: (1) Any obligations still to be performed, and; (2) Any obligation which has not been satisfied in full because there has been a breach which has not been remedied or only partially remedied.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first hereinbefore written

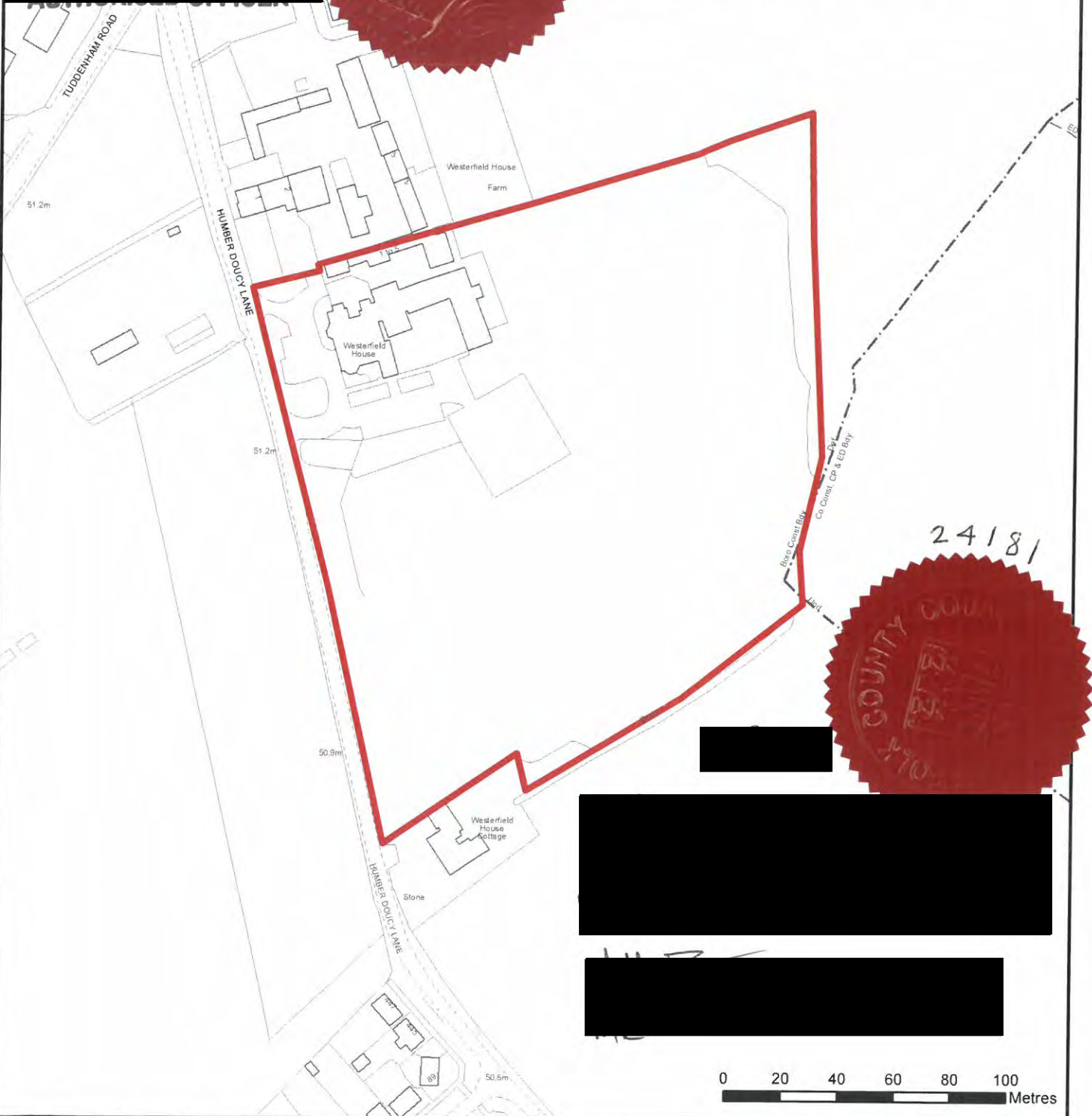
FIRST SCHEDULE

The Plan

Details of the Owners' Title and description of the Property

The land shown for indicative purposes only edged red on the Plan and known as
Westerfield House Humber Doucy Lane Ipswich registered with the Land Registry under title
number SK37194

[Redacted]
[Redacted]
Lending Operations, PO Box 299, Birmingham, B1 3PF



**IPSWICH BOROUGH COUNCIL
PLANNING AND DEVELOPMENT**

Martyn Fulcher BSc(Hons) PGDip MRTPI Head of Development

IP/18/00526/OUT

Westerfield House, Humber Doucy Lane, Ipswich IP4 3QG



Number **A 12,423**

Scale **1:2,000**

Date **August 2019**

SECOND SCHEDULE

1. THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

- 1.1 The Owner covenants to pay to the County Council the Libraries Contribution prior to the first Occupation of any Dwelling
- 1.2 The Owner covenants not to permit or allow the first Occupation of any Dwellings until the Libraries Contribution has been paid to the County Council
- 1.3 The Owner covenants to pay to the County Council the Waste Management Contribution prior to the first Occupation of any Dwelling
- 1.4 The Owner covenants not to permit or allow first Occupation of any Dwellings until the Waste Management Contribution has been paid to the County Council

2 THE OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

- 2.1 The Owner covenants to pay to the Borough Council the Habitat Mitigation Contribution prior to the Occupation of the 40th Dwelling
- 2.2 The Owner further covenants not to permit or allow the Occupation of more than 39 Dwellings until the Habitat Mitigation Contribution has been paid to the Borough Council

THIRD SCHEDULE

PART 1

Borough Council Covenants

1. The Borough Council covenants with the Owner to issue the Permission within 5 Working Days of the date of this Deed
2. The Borough Council covenants to use the Habitat Mitigation Contribution towards mitigating the impact of the Development upon the Stour and Orwell Special Protection Area, which shall include but not be limited to, the funding of the management of visitors attending Orwell Country Park.
3. The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Habitat Mitigation Contribution was paid within a further period of one (1) year pay to any person such amount of the Habitat Mitigation Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. Such payment shall be made within twenty-eight (28) Working Days of such request.
4. When the Habitat Mitigation Contribution paid to the Borough Council pursuant to this Deed has been spent or committed the Borough Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year 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

PART 2

County Council Covenants

1. The County Council covenants to use the Libraries Contribution towards improving and enhancing library provisions serving the Development
2. The County Council covenants to use the Waste Management Contribution towards waste minimisation and recycling purposes serving the Development

3. The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Libraries Contribution or Waste Management Contribution as appropriate was paid within a further period of one (1) year pay to any person such amount of the Libraries Contribution or Waste Management Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. Such payment shall be made within twenty-eight (28) Working Days of such request.
4. When the Libraries Contribution or Waste Management Contribution as appropriate 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 of the payment of that sum within a further period of one (1) year 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

Draft Decision Notice for

Planning application IP/18/00526/OUT

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



IPSWICH
BOROUGH COUNCIL

To: KLH Architects Ltd
The Old Steelyard
Poplar Lane
Sproughton
IPSWICH
IP8 3HL

Agent for:

Khan And Co Ltd For Westerfield House Care Ltd

Application Reference: IP/18/00526/OUT

GRANT OUTLINE PLANNING PERMISSION

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

Erection of care 'village' (Use Class C2) at residential care home, including up to 147 assisted living/extra care units and 2 associated staff/director dwellings (access to be determined).

at: Westerfield House Humber Doucy Lane Ipswich Suffolk IP4 3QG

in accordance with your application reference: IP/18/00526/OUT received 11.06.2018.

By virtue of Section 92 sub-section (2) of the Town and Country Planning Act 1990 as amended this permission is granted subject to the following conditions: -

- (a) That in the case of any reserved matter, application for approval must be made not later than the expiration of three years beginning with the date of this permission
AND
(b) That the development to which this permission relates must be begun not later than the expiration of two years from the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last of such matters to be approved.

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

1. Approval of the details of appearance, landscaping, layout and scale (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced. Plans and particulars of the reserved matters shall be submitted in writing to the Local Planning Authority and the development shall be carried out as approved.
2. The director dwellings shall only be occupied by directors or employees of the hereby-approved care village (or spouse or dependant of such a person residing with him or her, or widow or widower of such a person).

3. None of the hereby-approved development shall be commenced until details of surface water drainage have been submitted to and approved in writing by the Local Planning Authority. The development shall not be first occupied until the approved drainage has been provided.
4. None of the hereby-approved development shall be commenced until details of an investigation and risk assessment with regard to the nature and extent of any contamination affecting the site, including a remediation scheme should such a scheme be necessary, have been submitted to and approved in writing by the Local Planning Authority. Should remediation be necessary it must be carried out in accordance with the approved remediation scheme prior to the commencement of development, other than that required to carry out remediation, unless otherwise approved in writing by the Local Planning Authority. Following completion of any measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced.
5. 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.
6. The hereby-approved development shall only be carried out in accordance with the recommendations of the Habitat Survey by James Blake Associated Ltd dated April 2018.
7. The hereby-approved development 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.
8. Before the hereby-approved development is first occupied a scheme to provide a minimum of 15% (or in the case that the achievement of this percentage is demonstrated not to be feasible or viable such lesser percentage as may be agreed in writing with the Local Planning Authority) 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 full 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.
9. None of the hereby-approved development shall be commenced until details of construction management have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.
10. None of the hereby-approved development shall be commenced until a detailed arboricultural method statement and tree protection plan has been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.
11. Before the hereby-approved dwellings are first occupied, the site accesses shall be located as

detailed on submitted drawing no. 4044-A-0102 Revision P05, constructed to the County Council's specification and be available for use. Thereafter they shall be retained in the approved form and at this time the existing northern access within the frontage of the application site shall be permanently and effectively "stopped up" as detailed on submitted drawing no. 4044-A-0102 Revision P05.

12. Notwithstanding the provisions of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) any means of frontage enclosure shall be set back and maintained at a distance of at least 2.4 metres away from the edge of the carriageway of the adjacent highway.
13. Before the hereby-approved access is first brought into use, details showing the means to prevent surface water discharge onto the highway, signage and road markings shall be submitted to and approved in writing by the Local Planning Authority. The approved works shall be provided on first use of the access.
14. Before the hereby-approved development is first occupied, the following details shall be submitted to and approved in writing by the Local Planning Authority:-
 - i. footway with a minimum width of 2 metres adjacent to Humber Doucy Lane,
 - ii. improvements to be made to the existing crossing points,
 - iii. advance warning signage,
 - iv. bus stops (x2) within Humber Doucy Lane and associated footpath links.On first occupation of the hereby-approved development the approved footway, crossing improvements, signage and bus stops shall be provided and made available for public use.
15. Before the hereby-approved development is first occupied details of the travel arrangements to and from the site for residents, employees and visitors, in the form of a Travel Plan, must be submitted to and agreed in writing by the Local Planning Authority in consultation with the Highway Authority. The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter adhered to in accordance with the approved Travel Plan. The Travel Plan shall contain the following information:
 - i. Baseline travel data (based upon the information provided in the Transport Assessment dated May 2018) with suitable measures, objectives and targets identified to reduce the vehicular trips made by residents and employees, with suitable remedial measures identified if these objectives and targets are not met.
 - ii. Appointment of a suitably qualified Travel Plan Coordinator to implement the Travel Plan in full.
 - iii. A commitment to monitor employee travel and the vehicular trips generated by the development and submit a revised (or Full) Travel Plan six months after occupation of the development
 - iv. A further commitment to monitor the Travel Plan annually on each anniversary of the approval of the Full Travel Plan, and provide the outcome in a revised Travel Plan to be submitted to and approved in writing by the Local Planning Authority until five years has passed after occupation using the same methodology as the baseline monitoring
 - v. A suitable marketing strategy to ensure that all residents, employees and visitors on the site are engaged in the Travel Plan process.
 - vi. A Travel Plan budget that covers the full implementation of the Travel Plan.
 - vii. A copy of a resident and employee travel pack to incentivise residents and employees to use sustainable travel in the local area.
 - viii. Measures to restrict vehicle ownership (maximum 50)
 - ix. Promotion of a car share scheme for residents and staff
 - x. Ongoing review of vehicle movements associated with the residents with a commitment to support sustainable travel and reduce trip numbers.

16. The reserved matters with regard to layout and landscaping shall include provision and details with regard to electric vehicle charging, lighting within vehicular areas, cycle parking, bin storage and biodiversity enhancements.
17. No development shall take place 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.
18. No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to, and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 17 and the provision made for analysis, publication and dissemination of results and archive deposition.

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

1. For the avoidance of doubt and in the interests of proper planning.
2. To control the use of the directors housing given the location of the proposal where the care village is only acceptable due to its overall public benefit.
3. To prevent flooding from surface water. These matters will influence the layout of the development and cannot be considered retrospectively.
4. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems. These matters relate to construction work and cannot be considered retrospectively.
5. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems.
6. In the interests of biodiversity.
7. & 8. In the interests of sustainable development.
9. & 10. To protect amenity and highway safety. These matters relate to construction work and cannot be considered retrospectively.
11. In the interests of highway safety to ensure the approved layout is properly constructed and laid out and to avoid multiple accesses.

12. To ensure vehicles exiting the drive would have sufficient visibility to enter the public highway safely and vehicles on the public highway would have sufficient warning of a vehicle emerging in order to take avoiding action.
13. To prevent hazards caused by flowing water or ice on the highway and to prevent driver confusion and to ensure visibility splays remain unobstructed by signage.
14. To encourage sustainable modes of travel, ensure that the development is acceptable in terms of highway impact given its scale and the location of the site and in the interests of highway safety.
15. In the interests of sustainable development and to encourage non car modes of travel.
16. To encourage sustainable modes of travel, protect and promote biodiversity and ensure a good standard of amenity.
17. & 18. 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.

INFORMATIVES

1. 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.
2. 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.
3. 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.
4. 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 Council's website.
5. The Council recommends the installation of an appropriate sprinkler system within the development.
6. Please note the separate advice from Suffolk Fire and Rescue.
7. This permission is subject to a related agreement under Section 106 of the Town and

Country Planning Act 1990.

8. 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. Amongst other things the Agreement will cover the specification of the highway works, construction and supervision and inspection of the works and bonding arrangements.
9. Note: Section 153 of the Highways Act 1980 makes it an OFFENCE to put up gates that open out over the highway.
10. Note: Hedges should be planted far enough away from the highway so that they can mature without growing over the highway.
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.

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

1. Core Strategy and Policies DPD (2017)

Policies CS2 (The Location and Nature of Development); CS7 (The Amount of Housing Required); CS17 (Delivering Infrastructure); DM1 (Sustainable Design and Construction); DM3 (Provision of Private Outdoor Amenity Space in New and Existing Developments); DM4 (Development and Flood Risk); DM5 (Design and Character); DM10 (Protection of Trees and Hedgerows); DM13 (Small Scale Infill and Backland Residential Developments); DM17 (Transport and Access in New Developments); DM18 (Car and Cycle Parking); DM25 (Protection of Employment Land); DM26 (Protection of Amenity); DM30 (The Density of Residential Development); DM31 (The Natural Environment).

2. Other Planning Guidance

Suffolk Guidance for Parking - Technical Guidance (2015)

Dated:

Signed:

Martyn Fulcher BSc (Hons) PGDip MRTPI
Head of 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. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at www.planningportal.gov.uk/pcs
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 2018

THE COMMON SEAL OF IPSWICH
BOROUGH COUNCIL was hereunto
affixed in the presence of:

)
)
)



[Redacted]
Authorised Signatory

[Redacted]
Authorised Signatory

THE COMMON SEAL OF SUFFOLK
COUNTY COUNCIL was hereunto affixed
in the presence of:

)
)
)



[Redacted]
Authorised Signatory

EXECUTED AS A DEED BY Westerfield
House Limited acting by

Mohamed Maqsud Khan, a Director

)
)
)

Director [Redacted]

and Mohammed Mahboob Khan, a
Director

)
)
)

Director [Redacted]

EXECUTED AS A DEED for and on
behalf of Barclays Bank PLC by

[Redacted]

its duly appointed Attorney under a Power

)
)
)

[Redacted]
Attorney

	Initials	Date
QCC	[Redacted]	

BARCLAYS BANK PLC
POWER OF ATTORNEY

1. By this POWER OF ATTORNEY made by deed on 21 March 2019 (the "Deed"), we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 01026167), whose registered office is situated at 1 Churchill Place, London E14 5HP (the "Company") APPOINTS:

All BA4 grade employees working within the Collateral Unit who are employed by Barclays Services Limited, a company incorporated in United Kingdom and registered in England (registered number 01767980), whose registered office is at 1 Churchill Place, London, E14 5HP (the "ServCo"), who are working in the Collateral Unit and who are of BA4 (*Leadership and process expert*) Grade (or equivalent) or above jointly and severally as our true and lawful attorneys (each an "Attorney" together the "Attorneys") for and in our own name and on our behalf:

- (a) to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange;
- (b) to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose;
- (c) to sign, execute and deliver all deeds relating to the taking, maintaining, substituting, varying, novating and/or releasing of collateral including, without limitation, security documents, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, notices of non-crystallisation, consents to lease, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
- (d) to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature,

relating to work done in the ordinary course of business of Barclays' Collateral Operations Unit.

2. Any actions authorised by this Deed may be taken by any of the Attorneys and if so taken shall be valid as if done by all Attorneys.
3. By this Deed we ratify and confirm, and agree to ratify and confirm, any act of the Attorneys undertaken in good faith pursuant to this Deed.
4. This Deed shall be effective from and including 1 April 2019 (the "Effective Date") and shall remain in force until the earlier of: (i) the date which is 12 consecutive calendar months from the Effective Date; or (ii) with respect to the powers granted to an individual Attorney appointed under this Deed, the first date on which that Attorney ceases to be employed by a Barclays Group company.

**CERTIFICATE OF AUTHORITY TO THIRD PARTIES
AUTHORISED SIGNATORIES OF BARCLAYS BANK PLC**


I certify that:

- (a) The individual's listed below are employees of Barclays Services Limited are working in the Collateral Unit and are of BA4 (Leadership and Process Agent) Grade (or equivalent) or above;


Michael Willey	Julia Perry	Jesal Desai
Melanie Davies	Phillip Brown	Amy Devine
Michelle Gittus	Richard Powick	Claire Harrison
Tarlvinder Janagal	Jody Hodges	Karen Palmer
Tina Perkins		

- (b) the power of attorney, a certified copy of which is attached, has not been revoked in respect of the person named in paragraph (a) above.

By the authority of the Board, this certificate is conclusive evidence that the person named in this certificate is authorised to act as an Attorney of Barclays Bank PLC in accordance with the attached power of attorney.


Assistant Secretary of Barclays Bank Plc
Date: 21 March 2019

For Barclays Bank PLC

Manager 

of Attorney in the presence of:

[Redacted]

.....

Witness

)
)
)

[Redacted]

Witness