
Dated: 14 January 2020

- (1) Babergh District Council
- (2) Suffolk County Council
- (3) Prentice Aircraft and Cars Limited
- (4) Euro Garages Limited

Deed pursuant to Section 106 of the Town and Country Planning Act 1990

Relating to Land to the North of Sproughton Road, Sproughton, regarding Planning Application DC/18/03167

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THIS DEED is made on 14 January 2020

BETWEEN

- (1) **Babergh District Council** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (**"the District Council"**); and
- (2) **Suffolk County Council** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (**"the County Council"**); and
- (3) **Prentice Aircraft and Cars Limited** (incorporated and registered in England with Company Number 00341968) whose registered office is at Sinks Pit, Main Road, Kesgrave, Ipswich IP5 2PE (**"the Owner"**); and
- (4) **Euro Garages Limited** (incorporated and registered in England with Company Number 04246195) whose registered office is at Euro House, Beehive Trading Park, Haslingden Road, Blackburn, Lancashire BB1 2EE (**"the Developer"**)

BACKGROUND

- (A) The District Council is the local planning authority for the purposes of the Act and the principal council for the purposes of the Local Government Act 1972 and the Local Government Act 2000 for the area within which the Application Site is situated and is the authority by whom the obligations contained in this Deed are enforceable as provided for in clause 4.2.
- (B) The County Council is the local highway authority (except for trunk roads) 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) Prentice Aircraft and Cars Limited is the freehold owner of the part of the Application Site registered under title number SK210196 free from encumbrances save only as mentioned in the registered title.
- (D) The Owner and the Developer have entered into the Contract for Sale and the Developer is entering into this Agreement to acknowledge that following completion of the sale of the Application Site pursuant to the Contract for Sale it will be the subject of the terms of this Deed.
- (E) The Developer has applied to the District Council for planning permission to develop the Application Site under application reference DC/18/03167 for the erection of a petrol filling station plus associated convenience store plus drive-thru coffee shop and two no. drive thru restaurants together with site access, car parking and all associated engineering and landscape works.
- (F) The District Council is to determine whether to grant the planning permission for the Development.

- (G) The District Council has not yet determined the Planning Application and the Owner enters into this Deed to secure the planning obligations which will take effect following a grant of the Planning Permission for the Development.
- (H) The District Council enters into this Deed content that the requirements of the District Council's policies are met and that any objections by the District Council to the grant of planning permission on the basis of those policies are overcome.
- (I) The District Council and the County Council consider and the Owner acknowledges that the Development should not proceed unless certain restrictions regulating the use of the Site are imposed in the manner hereinafter 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.
- (J) The District 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).

NOW THIS DEED WITNESSES as follows:-

1. LEGAL BASIS

- 1.1 This Deed is made pursuant to the provisions of Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 1.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the County Council as appropriate as local planning authorities against the Owner or their successors in title.
- 1.3 This Deed is a Deed and may be modified or discharged in part or in total at any time after the date of this Deed by Deed between the parties in the form of a Deed.
- 1.4 This Deed is a local land charge and upon completion shall be registered by the District Council as such.

2. GENERAL INTERPRETATION

- 2.1 In this Deed in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits (including for the avoidance of doubt the recitals above) have the following meanings:-

"the Act" means the Town and Country Planning Act 1990 and includes any statute amending consolidating or replacing it for the time being in force;

"the Application" means the application for planning permission for the erection of a petrol filling station plus associated convenience store plus drive-thru coffee shop and two no. drive thru restaurants together with site access, car parking and all associated engineering and landscape works validated by the District Council

on 14 August 2018 and allocated reference DC/18/03167 referred to in the Recitals;

"Application Site" means the land shown edged red on Plan 1 attached to this Deed at Appendix 1 which is registered with other land at the Land Registry under title number SK21016;

"BCIS Index" means 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 District Council County Council and the Owner;

"BCIS Indexed" means the increase in any sum referred to in Schedule 2 by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 11 of this Deed;

"Commenced" means the commencement of the Development on the Application Site pursuant to the Planning Permission by the carrying out of a material operation within the meaning of Section 56 of the Act save that the following shall not for the purposes of this Deed be treated as commencing the Development:-

- (a) demolition and site clearance works (other than any demolition specifically referred to in the Planning Permission);
- (b) site investigation, archaeological or other surveys and decontamination and/or remediation works;
- (c) the erection of any site fencing or other means of enclosure and/or other site security and temporary construction compounds;
- (d) the construction of any construction access;
- (e) the erection of any temporary marketing suite or sales facilities other than those that may be contained within or comprise residential or commercial units constructed pursuant to the Planning Permission;
- (f) the laying or diversion of any services or other works in respect of or in relation to any statutory undertakers' equipment or concerns;
- (g) the carrying out of any environmental or ecological works; and
- (h) the temporary display of site notices or advertisements;

and **"Commence"** and **"Commencement"** shall be construed accordingly;

"Commencement Date" means the date on which the Development is Commenced pursuant to the Planning Permission;

"Commencement Notice" means the notice in writing to be served pursuant to clause 4 of this Deed by the Owner on the District Council and on the County Council giving no less than 5 Working Days' notice of their intention to Commence the Development;

"Community Infrastructure Levy" or "CIL" means a tax tariff or charge introduced by the District Council pursuant to the Community Infrastructure Levy Regulations 2010 as amended enabled by the Planning Act 2008 or any subsequent, additional or alternative legislation intended to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name;

"Contract for Sale" means a contract for the sale of the Application Site made 2 May 2018 between the Owner (1) and the Developer (2);

"Development" means the development approved pursuant to the Planning Permission for the erection of a petrol filling station plus associated convenience store plus drive-thru coffee shop and two no. drive-thru restaurants together with site access car parking and all associated engineering and landscaping works on the Application Site;

"Nominated Officer for the County Council" means the Executive Director of Growth, Highways and Infrastructure (or such other officer for the time being performing that function) or such other Council Officer as may be notified in writing from time to time to the Owner by the County Council as being the Nominated Officer for the purpose of this Deed;

"Nominated Officer for the District Council" means the Acting Chief Planning Officer (or such other officer for the time being performing that function) or such other Council Officer as may be notified in writing from time to time to the Owner by the District Council as being the Nominated Officer for the purpose of this Deed;

"Planning Permission" means the planning permission subject to conditions which may be granted by the District Council pursuant to the Application and "Planning Permission" shall be construed as to include any Reserved Matters approval;

"Repayment Date" means in terms of the financial contributions payable under this Deed the respective date as set out in the column three of the table in Schedule 1 matching the respective financial contribution in the same row specified in column one in that table;

"Reserved Matters" means pursuant to section 92 of the Act any reserved matter approval granted pursuant to the Planning Permission;

"Sustainable Transport Contribution" means the sum of Eighteen Thousand Six Hundred and Thirty Three Pounds (£18,633).

"Traffic Regulation Order Contribution" means the sum of Ten Thousand Pounds (£10,000) BCIS Indexed

“Working Days” means Monday to Friday (excluding days that in England are public holidays) inclusive.

2.2 In this Deed where the context so requires:-

- 2.2.1 the singular includes the plural and vice versa;
- 2.2.2 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable;
- 2.2.3 whenever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision to the contrary;
- 2.2.4 references to clauses, schedules, appendices and paragraphs are references to clauses, schedules, appendices and paragraphs in this Deed except where otherwise specified;
- 2.2.5 title headings and contents list are for convenience only and shall not affect the interpretation of this Deed;
- 2.2.6 the schedules hereto shall be deemed to be incorporated herein and to have the same force and effect as if the provisions thereof were set out in the body of this Deed; and
- 2.2.7 references to any Act of Parliament or Directive of the European Union shall include any modification, extension, re-enactment of that act or Directive for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or directive or deriving validity from it.
- 2.2.8 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council any successors to its statutory functions.
- 2.2.9 References to a “Plan” or “Drawing” in this Deed shall be reference to plans attached to this deed bearing the relevant plan number or any amended plans as shall be agreed in writing between the Owner the Developer the District Council and the County Council.
- 2.2.10 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.

3. **OBLIGATIONS COMING INTO EFFECT AND LAPSING**

3.1 With the exception of clauses, 1, 2, 3, 4.1, 5.1.1, 6, 7, 10, 11, 12, 13, 14, 15, 16, , 18, 17, 18,20 and 21 (which shall take effect immediately) this Deed is conditional on the grant and issue of the Planning Permission and Commencement of Development.

3.2 This Deed shall be enforceable against the Owner to the extent specified in Section 106(3) of the Act and, subject to the provisions of this Deed, against any person (other than the District Council and the County Council) for the time being deriving title from the Owner as provided in Section 106 of the Act PROVIDED THAT an Owner shall not have any liability under this Deed (but without prejudice to the rights of any party in respect of any antecedent breach) in respect of:

3.2.1 any part of the Application Site in which they do not have an interest;
or

3.2.2 any period during which the relevant Owner (or as the case may be such other person) no longer has an interest in the Application Site or relevant part thereof.

3.3 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge

3.3.1 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;

3.3.2 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

3.3.3 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.

3.4 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:

3.4.1 proceedings by way of judicial review are concluded:

(a) when permission to apply for judicial review has been refused and no further application can be made;

(b) when the court has given judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or

(c) when any appeal(s) is or are finally determined.

3.4.2 proceedings under Section 288 of the Act are concluded:

(a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(b) when any appeal(s) is or are finally determined.

3.5 If the Planning Permission shall be quashed, revoked, or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires before the Commencement of the Development then (without prejudice to the rights of any party against another in respect of any antecedent breach) this Deed will cease to have effect (insofar as it has not already been complied with) and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.

3.6 Subject to clause 16.1 nothing in this Deed shall:

3.6.1 prohibit, restrict or limit the right of the Owner or any other person to develop the Application Site in accordance with any planning permission (other than the Planning Permission) granted after the date of this Deed (whether or not on appeal); or

3.6.2 impose any obligation on the Owner or any other person as a consequence of the development of the Application Site in accordance with such a planning permission.

Such a planning permission will not be taken to give any consent or approval that may be required under the terms of this Deed.

3.7 When the Owner or its successors in title consider that it has discharged its obligations under this Deed or the obligations cease to have effect pursuant to 3.3 it may request the District Council to cancel the entry relating to this Deed in the Local Land Charges Register and on the District Council agreeing that the obligations have been discharged to its reasonable satisfaction or ceased to have effect it shall cancel the entry.

3.8 Covenants made in this Deed on the part of the District Council shall be enforceable against the District Council as provided in this Deed and against any statutory successor to them as the local planning authority.

3.9 Covenants made in this Deed on the part of the County Council shall be enforceable against the County Council as provided in this Deed and against any statutory successor to them as the local highway authority.

4. **OWNER'S COVENANTS**

4.1 The Owner covenants with the District Council and the County Council as follows:-

4.1.1 to serve the Commencement Notice on the Nominated Officer of the District Council and on the Nominated Officer of the County Council indicating the intended Commencement Date such date to be no less than 5 Working Days after the date of the service of the Commencement Notice; and

4.1.2 to notify the District Council and the County Council of the intended date of first Occupation of the Development such notice to be given no less than 8 months prior to the intended date of first Occupation

4.1.3 to notify the District Council and the County Council of any change of ownership (such notice to be given in writing within 21 Working Days of the change of ownership) of any part of the Application Site, to include details of the new owner(s) together with the areas of the Application Site purchased by reference to a plan other than where the transfer relates to land required for the sole purpose of statutory undertakers equipment transferred to statutory undertakers.

4.2 The Owner covenants with the District Council and with the County Council to observe and perform the obligations contained in Part 1 of Schedule 2 and compliance with those obligations shall be enforceable by the County Council as local highways authority against the Owner and their respective successors in title subject to the provisions of this Deed.

5. **COUNCIL COVENANTS**

5.1 The District Council covenants with the Owner as follows:-

5.1.1 to issue the Planning Permission as soon as reasonably practicable following the completion of this Deed;

5.2 the County Council covenants with the Owner as set out in part 2 of Schedule 2

6. **MISCELLANEOUS**

6.1 The Owner shall act in good faith and shall co-operate both with the District 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 of the District Council and or the County Council and their duly authorised officers or agents to have access to any part of all of the Site (provided that at all times they comply with the requirements set out in clause 10) or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained therein.

6.2 The Owner agrees declares and covenants both with the District Council and County Council that it 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 District Council and/or the County Council (as appropriate) for any expenses or liability arising to the District Council and/or the County Council in respect of breach by the Owner or any obligation contained herein save to the extent that any act or omission of the District Council and/or the County Council its employees or agents has caused or contributed to such expenses or liability.

6.3 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.

6.4 The Owner covenants and warrants to the District Council and the County Council that they have full power to enter into this Deed and there is no other person 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.

6.5 No waiver (whether express or implied) by the District Council or the County Council of any breach or default by the Owner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council and or the County Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner or any other party.

6.6 Unless otherwise specified where any agreement consent approval or expression of satisfaction is to be obtained from any party under the terms of this Deed the parties hereby agree that they shall deal expeditiously with such request and shall not unreasonably delay or withhold such approval or consent. Any such agreement consent approval or expression of satisfaction shall be given on behalf of the District Council by the Professional Lead or officer acting under his hand and on behalf of the County Council by the Director of Resource Management or officer acting under his hand and any notices shall be deemed to have been

properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 6.7 The Owner agrees declares and covenants to pay to the County Council on Commencement of Development the reasonable fee incurred by the County Council for monitoring compliance with the obligations contained within this Deed in the sum of £1,500.00

7. NOTICES

- 7.1 All approvals, authorities, demands, invoices, information or notices and other documents or acts authorised or required by or under this Deed by the Owner shall be in writing.

- 7.2 Where any document is required to be delivered to the District Council it shall be addressed to Babergh District Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX, for the attention of the named Nominated Officer of the District Council, quoting the reference DC/18/03167 and headed "Planning Agreement: Land to the North of Sproughton Road, Sproughton".

- 7.3 Where any document is required to be delivered to the County Council it shall be addressed to Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX, for the attention of the named Nominated Officer of the County Council, quoting the reference DC/18/03167 and headed "Planning Agreement: Land to the North of Sproughton Road, Sproughton".

- 7.4 Where any document is required to be delivered to the Owner if a company it shall be sent to its registered office and if an individual it shall be sent to their usual address or to such other address as the Owner may from time to time direct provided always that notice of such other address has been provided to the Nominated Officer of the District Council and the Nominated Officer of the County Council in accordance with this clause 7.

8. RIGHTS OF ENTRY

- 8.1 At all times on not less than forty eight (48) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the District Council or the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

- 8.2 such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Site);

8.2.1 such entry shall be effected between 08:00 and 18:00 on any Working Day;

8.2.2 such employee or agent may be accompanied by such other persons as may be reasonably necessary;

- 8.2.3 such employee or agent may take photographs measurements and levels;
- 8.2.4 such employee or agent may not remain on the Site for any longer than is reasonably necessary for carrying out a proper inspection;
- 8.2.5 such employee or agent and any other accompanying persons shall comply with the Owner or the Owner's representatives, reasonable directions and all the Owner's compliance precautions, procedures and measures in place for the Site at such time in the interests of health and safety;
- 8.2.6 such employee or agent shall not be entitled to access any Dwellings that have been sold;
- 8.2.7 such employee or agent shall be accompanied at all times by the Owner's manager or person in charge at the Site or such other employee or agent of the Owner in the interests of health and safety except in the event that no such person is available (in accordance with clause 10.1.1).

9. INDEXATION

Any sum referred to in the Second or Third Schedules (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the Index (unless the context reads otherwise) 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:

- 9.1 A is the sum payable under this Deed;
- 9.2 B is the original sum calculated as the sum payable;
- 9.3 C is the Index for the month 2 months before the date on which the sum is payable;
- 9.4 D is the Index for the month 2 months before the date of this Deed; and
- 9.5 C/D is greater than 1

10. DISPUTE RESOLUTION

- 10.1 Save for issues relating to the interpretation of this Deed (which shall be matters for the Courts) in the event of any dispute arising between any or all of the Parties in respect of any matter in connection with this Deed (including without limitation any question regarding its existence validity or terminations) including questions of value and any question of reasonableness the dispute shall be referred to an independent single expert (the Expert) for determination in accordance with the following provisions:-

- 10.1.1 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;

- 10.1.2 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors; and
- 10.1.3 in any reference to an independent person under this clause such person shall unless the parties otherwise agree act as expert and not as arbitrator.
- 10.2 In terms of disputes referred under clause 10.1 the following provisions and terms of appointment shall, unless the parties to the dispute agree otherwise, apply to such disputes or disagreements and questions:-
- 10.2.1 the expert shall have at least ten (10) years post qualification experience in the subject matter of the dispute;
- 10.2.2 the persons calling for the determination shall make written submissions to the expert and the other parties within 10 Working Days of the expert's appointment;
- 10.2.3 the other parties shall have 21 Working Days from receipt of such written submission or such extended period as the expert shall allow to respond in writing;
- 10.2.4 the expert shall disregard any representations made out of time and shall make his decision within 21 Working Days of receipt of the representations under clause 10.2.3 or if none the expiry of the period referred to in clause 10.2.3;
- 10.2.5 the expert's decision shall be in writing and give reasons for his decision; and
- 10.2.6 the expert's fees (including the re-imbusement of the costs of any other experts' fees) shall be met by the person or persons as determined by the expert.
- 10.3 The decision of the appointed expert shall be binding save for manifest error.

11. LATE PAYMENT

- 11.1 If any payment or repayment due under this Deed is paid late, interest will be payable at 4% over the base rate of the Lloyds Bank plc. such interest to run from day to day from the date that the payment or repayment is due to the date of payment or repayment.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 12.1 It is hereby agreed and declared that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

13. LEGAL COSTS

13.1 The Owner agrees to pay to the District Council on completion of this Deed the proper and reasonable legal costs of the District Council up to a maximum of £1,000 incurred in the negotiation preparation execution and completion of this Deed.

13.2 The Owner agrees to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council up to a maximum of £1,000.00 incurred in the negotiation preparation execution and completion of this Deed.

14. JURISDICTION

14.1 This Deed is governed by and interpreted in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

15. COMMUNITY INFRASTRUCTURE LEVY

15.1 If after the date of this Deed a CIL is introduced which is applicable to the Development then the parties hereto will use reasonable endeavours to agree variations to this Deed with the intent that:-

15.1.1 the planning benefits secured by this Deed should continue to be secured and delivered; and

15.1.2 the Owner should not be in a worse financial position because of CIL in respect of the obligations contained in Schedule 2 (inclusive) than they would be if they performed the obligations in this Deed and CIL did not apply.

16. FETTERING DISCRETION

16.1 Save as permitted by law in equity nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or by the County Council in its rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the District Council and or the County Council were not a party to this Deed.

17. SEVERABILITY

17.1 If any court or other competent authority finds that any part or provision of this Deed is void, unlawful or unenforceable then that part or provision will be deemed to have been severed from this Deed and shall from the date of that finding have no force and effect. The remaining provisions of this Deed will continue to be valid and enforceable to the fullest extent permitted by law, and the parties hereto shall negotiate in good faith to agree the terms of a mutually acceptable and satisfactory alternative part or provision so that, as amended, such is valid, lawful and enforceable.

18. **VARIATION OF PLANNING PERMISSION**

18.1 If the District Council determines pursuant to an application under Section 73 of the Act to vary or release any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the Act (without as part of such decision a requirement to vary or impose additional planning obligations under Section 106 of the Act) the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission.

19. **DEVELOPER**

19.1 The Developer consents to the completion of this Deed and acknowledges that from the date of this Deed its interest shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the Contract for Sale being entered into but the Developer shall otherwise have no liability (save under clause 11) under this Deed unless it completes the purchase of the Application Site whether under the Contract for Sale or otherwise.

20. **VAT**

20.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

21. **DELIVERY**

21.1 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 of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document

THE COMMON SEAL of)
BABERGH DISTRICT COUNCIL)
was hereunto affixed in the)
presence of:)



Duly Authorised Officer



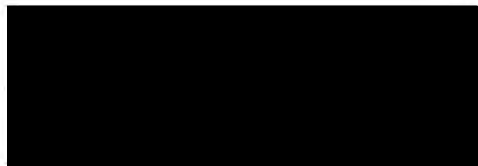
Executed as a DEED by affixing the)
the COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)



in the presence of:)

.....
Authorised Officer

EXECUTED as a Deed by)
PRENTICE AIRCRAFT AND CARS)
LIMITED)
acting by a Director in the presence)
of:)

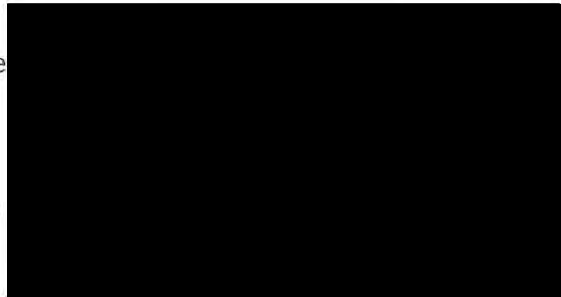


Director

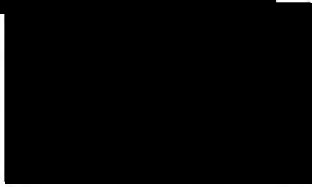
Witness signature

Witness name:

Witness Address:



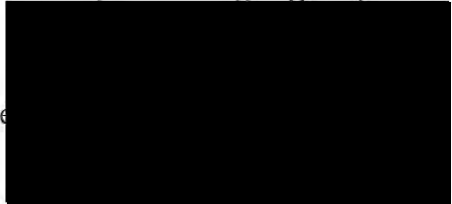
EXECUTED as a Deed by)
EURO GARAGES LIMITED)
acting by a Director in the)
presence of:)



Witness signature

Witness name:

Witness Address:



Euro Garages Ltd
Beehive Trading Park
Haslingden Road
Blackburn
Lancashire
BB1 2EE
T: 01254 582111

**SCHEDULE 1
REPAYMENT DATES**

Column One	Column Two	Column Three
CONTRIBUTION	SCHEDULE	REPAYMENT DATE
Sustainable Transport Contribution	1	15 years from the date of payment
Traffic Regulation Order Contribution	1	10 years from the date of payment

SCHEDULE 2

Transport Provision

Part 1

Owner's Obligations

1. **Traffic Regulation Order Contribution**
- 1.1 The Owner covenants with the County Council to pay the **Traffic Regulation Order Contribution** to the County Council prior to the Commencement of Development and not less than eight (8) months prior to the intended date of first Occupation of the Development
- 1.2 the Owner hereby covenants with the County Council not to Commence Development or permit or allow the Commencement of Development unless and until the Traffic Regulation Order Contribution has been paid in full to the County Council;
- 1.3 the Owner hereby covenants with the County Council to notify the County Council in writing at least eight (8) months prior to the intended date of first Occupation of the Development
2. **Sustainable Transport Contribution**
- 2.2 The Owner covenants with the County Council to pay the **Sustainable Transport Contribution** to the County Council prior to the Commencement of Development and the Owner hereby covenants not to Commence Development or permit or all the Commencement of Development unless and until the Sustainable Transport Contribution has been paid in full to the County Council.

Part 2

County Council Obligations

1. The County Council agrees with the Owner:-
- 1.1 To apply the **Sustainable Transport Contribution** to promote pedestrian and cycle access to the Development from origins south of the River Gipping including but not limited to the development of a bridge across the River Gipping .
- 1.2 To apply the **Traffic Regulation Order Contribution** towards the cost of making an order to limit the speed at which vehicles may travel along Sproughton Road.
- 1.3 If requested to do so in writing by the Owners after the expiry of ten (10) years from the Repayment Date within a further period of one (1) year the County Council shall repay to the owner with 21 Working Days any part of the Traffic Regulation Order Contribution that has not been spent or committed in accordance with this Deed to the person who paid the Traffic Regulation Order Contribution

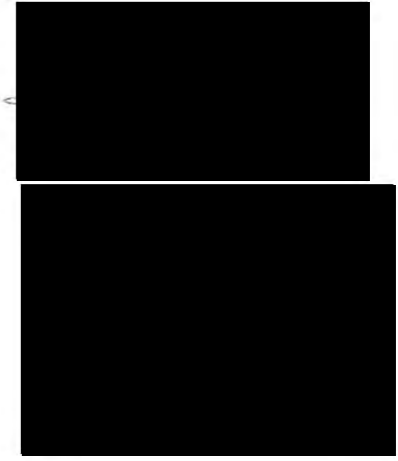
- 1.4 If requested to do so in writing by the Owners after the expiry of fifteen (15) years from the Repayment Date within a further period of one (1) year the County Council shall repay to the owner with 21 Working Days any part of the Sustainable Transport Contribution that has not been expended or committed in accordance with this Deed to the person who paid the Sustainable Transport Contribution
- 1.5 If requested to do so in writing by the Owners after the expiry of ten (10) years from the Repayment Date within a further period of one (1) year the County Council shall notify the Owner that the Traffic Regulation Order Contribution or any part of it has been spent or committed such notice to include details of what the said monies were spent on or committed to
- 1.6 If requested to do so in writing by the Owners after the expiry of fifteen (15) years from the Repayment Date within a further period of one (1) year the County Council shall notify the Owner that the Sustainable Transport Contribution or any part of it has been spent or committed such notice to include details of what the said monies were spent on or committed to.

APPENDIX 1

PLAN 1



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REVISIONS

CLIENT	EURO GARAGES LTD
PROJECT	SPROUGHTON ROAD IPSWICH A14
TITLE	LOCATION PLAN
DATE	02.07.18
SCALE	1:1250 @ A3
JOB ID	1587
DWG	14

