

DATE

22nd January 2020

~~2019~~

(1) SUFFOLK COUNTY COUNCIL

and

(2) IPSWICH BOROUGH COUNCIL

and

(3) FUSION LIFESTYLE

and

(4) THE TRUSTEES OF THE ^{NATION} HERITAGE MEMORIAL FUND *dr* *h*

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land at Broom Hill Swimming Pool, Sherrington Road, Ipswich

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

(ii)

THIS DEED OF AGREEMENT is made the 22 day of January 2019 2020

BETWEEN:

1. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**");
2. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Owner**");
3. **FUSION LIFESTYLE** incorporated and registered in England and Wales with company number 05324416 and registered charity number 1107737 whose registered office is at 4 Bickels Yard, 151-153 Bermondsey Street, London SE1 3HA (hereinafter called "**the Applicant**"); and
4. **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of Mezzanine Floor, International House, 1 St Katharine's Way, London E1W 1UN (hereinafter called "**the Chargor**")

RECITALS

- (A) The County Council is the local highway authority (except for trunk roads) 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
- (B) The Owner is the freehold owner of the Property registered at the Land Registry under title number SK282287
- (C) The Applicant has a leasehold interest for a term of 50 years in part of the Property pursuant to a lease between the Owner and the Applicant dated 1st May 2019 pending registration at the Land Registry under allocated title number SK394023
- (D) The leasehold interest in the Property is subject to a charge dated 20 May 2019 made between (1) the Chargor and (2) the Applicant
- (E) The Applicant has submitted the Application to Ipswich Borough Council in its capacity as local planning authority for the grant of the Permission for the Development of the Property and Ipswich Borough Council in its capacity as local planning authority 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

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- (F) Pursuant to Section 106 of the 1990 Act the County Council the Owner and the Applicant have agreed to enter into the Deed and the Owner and Applicant acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing
- (G) Having regard to the provisions of the Local Plan, the Ipswich Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations Ipswich Borough Council in its capacity as local planning authority and the County Council consider 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 Ipswich Borough Council in its capacity as local planning authority and the County Council are satisfied that the Permission can only be granted subject to and on completion of this Deed
- (H) Ipswich Borough Council in its capacity as local planning authority 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/17/00825/FUL submitted by the Applicant and registered by Ipswich Borough Council in its capacity as local planning authority on 1st September 2017 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 County Council the Owner and the Applicant

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“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 32 of this Deed
“Commencement Date”	<p>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:-</p> <ul style="list-style-type: none">• site investigations or surveys;• site decontamination• the demolition of any existing buildings or structures• Enabling tree works <p>and “Commence Development” and “Commencement of Development” shall be construed accordingly</p>
“Completion Date”	Means the date on which the fitness facilities are first used following the Development
“Deed”	means this Deed of Agreement
“Development”	means the development of the Property by the renovation of the swimming pool and associated works/additions including: pool repairs, additional fitness suite building, restoration of kiosk, changing rooms, grandstand and buffet building and improvement to access parking and refuse management all as set out in the Application
“Late Payment Interest”	interest at four (4) per cent above the base lending rate of the Bank of England from time to time

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“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 Ipswich Borough Council in its capacity as local planning authority 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
“TRO Contribution”	Means the sum of ten thousand pounds (£10,000) BCIS Indexed
“the Unit”	means any building constructed pursuant to the Permission
“Working Days”	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England

2. 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

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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 County Council shall where the context so admits include any public body in which the functions of the County Council 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 County Council as the case may be or such other bodies
7. Reference in this Deed to the Owner and Applicant 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 and/or Applicant 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

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30 DRAWS FOR SCALE FROM THIS DRAWING

CON - HISTORICAL PROS
 All residential roads which should be fully engineered or temporary until they have been indicated either this drawing. Please refer to the relevant drawings for details of the proposed road layout and any other information which may be required for the submission of the planning application to the relevant authority.

This site is not to be constructed until the consent of the relevant authority has been obtained.

Address: 3171-XX-XX-AG-KLH-0001_3171
 P01.1

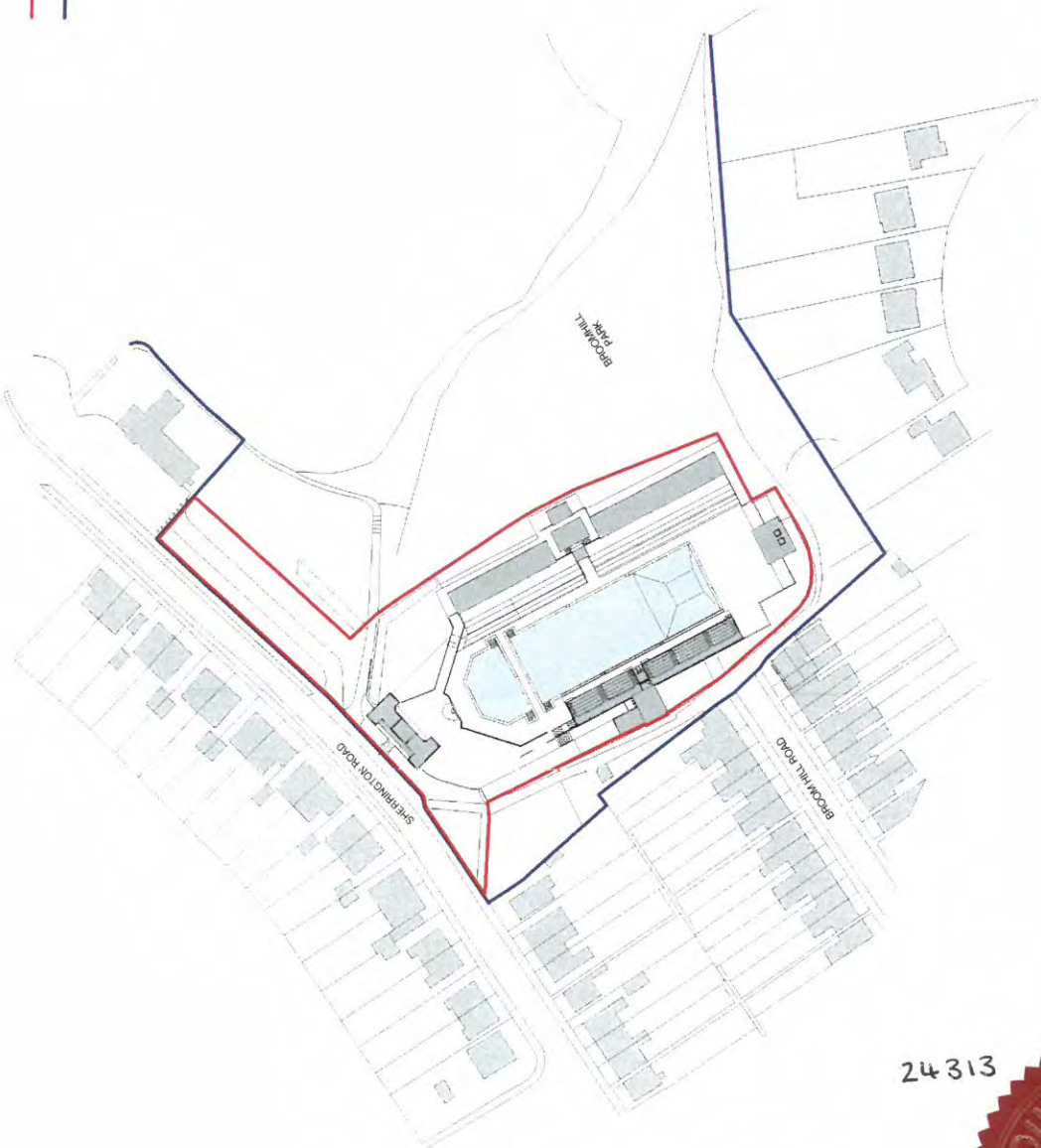
Issue Date: 25-08-17
 Issued For: Planning
 EB / AW



Jamie
AUTHORISED OFFICER
Shirley
AUTHORISED OFFICER

NORTH

— DEVELOPMENT SITE BOUNDARY
 — SITE OWNERSHIP BOUNDARY



Project: Fusion Lifestyle
 Broomhill Pool - Site
 Title: Site Location Plan

Project No: 3171 - SP-0100
 Revision: P01
 Scale: as shown unless otherwise stated
 1 : 1250 @ A3
 BS 1192:061
 3171-KLH-SP-0100
 SU

KLH
KLH Architects
 The Old School House
 100-102 High Street
 Sproughton
 Leicestershire
 LE12 0JF
 Tel: 01530 856525
 Fax: 01530 856526
 Email: info@klharchitects.com
 Web: www.klharchitects.com



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Section 1 of the Localism Act 2011

and 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 County Council as a local planning authority against the Owner and the Applicant and their 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 19, 20, 21, 24, 25, 26, 27, 38, 41 and 42 which shall come into effect immediately upon completion of this Deed

16. The Owner and the Applicant covenant 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 County Council covenants with the Owner and the Applicant as set out in the Third Schedule

AGREEMENTS AND DECLARATIONS

18. 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 or the part of the Property in respect of which such breach occurs save in respect of any breach at a time when they held any such interest Provided That neither the reservations of any rights nor the inclusion of any covenants or restrictions over the Property or any part thereof or the taking of any charge over the Property will constitute an interest for the purposes of this clause 18
19. This Deed shall be a local land charge and shall be registered as such
20. 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

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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

21. The Applicant shall pay to the Owner their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof up to a maximum of _____ including VAT and disbursements.
22. The Applicant shall pay to the County Council their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof up to a maximum of _____ including VAT and disbursements.
23. The Owner and the Applicant shall supply to the County Council (within twenty-one days of the date of the County Council's written request to do so) such information as the 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 by the Owner to that statutory undertaker and against any land upon or in which the statutory apparatus is situated
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 for the Commencement Date or is modified (without the consent of the Owner) and the County 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

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28. The provisions of clause 27 shall not affect the ability of the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief
29. Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the County Council in the exercise of their statutory functions and the rights and powers duties and obligations of the County Council may be as fully and effectually exercised as if they were not a party to this Deed
30. 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
31. If any payment due under this Deed is paid late Late Payment Interest will be payable from the date payment is due to the date of payment
32. Any sum payable by the Owner and/or the Applicant 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
33. The Owner and the Applicant covenants from the Commencement of Development to allow the County Council and their respective duly authorised officers or agents (acting reasonably) at all reasonable times to enter into and upon and remain upon the Property where reasonably necessary for the purposes of monitoring compliance with the provisions of this Deed PROVIDED THAT the County Council shall give the Owner and the Applicant at least 24 hours' written notice (except in the case of an emergency) of when such access is required
34. The Owner and the Applicant covenants and warrants to the County Council that they

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have full power to enter into this Deed and that there is no other person save the Chargor having a charge over or any binding interest in that part of the Property whose consent is necessary to make this Deed binding on the Owner's and Applicant's interest in 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 County Council 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 County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default
- 37 The Owner and the Applicant agrees with the County Council to give 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 and Applicant covenants to inform the County Council by way of written notice within seven (7) days following:
- a) Commencement of Development;
 - b) Occupation of the Development
- 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 Chargor has agreed to enter into this Agreement to confirm its consent to part of the Property and the Chargor's interest in such part of the Property being bound by the Obligations contained in this Agreement and that its security over such part of the Property shall take effect subject to this Agreement PROVIDED THAT the Chargor shall otherwise have no liability under this Agreement unless it take possession of part of the Property in which case it too will be bound by the Obligations as if it were a person deriving title from the Applicant
- 43 The Applicant fully indemnifies and will keep indemnified the Owner against all claims,

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demands, actions, losses, damages, costs and expenses and any other liability which arises directly from any breach or non-observance by the Applicant of the obligations, covenants and provisions contained herein

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

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FIRST SCHEDULE

DESCRIPTION OF THE PROPERTY

The land shown for indicative purposes only edged red on the Plan and known as the Land at Broomhill Swimming Pool Sherrington Road Ipswich and registered at HM Land Registry under title number SK282287 (the Owner's freehold interest)

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SECOND SCHEDULE

THE OWNER'S AND APPLICANT'S COVENANTS WITH THE COUNTY COUNCIL

TRO Contribution

- 1.1 The Owner and Applicant covenant to pay to the County Council the TRO Contribution prior to the Commencement Date
- 1.2 The Owner and Applicant covenant not to Commence the Development unless and until the TRO Contribution has been paid to the County Council

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THIRD SCHEDULE
COUNTY COUNCIL COVENANTS

TRO CONTRIBUTION

- 1.1 The County Council covenants to use the TRO Contribution towards the review and progress of a scheme of traffic regulation orders (waiting, loading and unloading restrictions) on roads within 450m walking distance of the main entrance to the Property

1. REPAYMENT OF FINANCIAL CONTRIBUTIONS

1. The County Council shall if requested to do so in writing after the expiry of five (5) years of the Completion Date within a further period of one (1) year pay to any person such amount of the TRO 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.
2. When the TRO 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 and/or Applicant after the expiry of five (5) years of the Completion Date within a further period of one (1) year notify the Owner and/or Applicant 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

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ANNEX 1

Draft Decision Notice for IP/17/00825/FUL

Planning application

DRAFT

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



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

Agent for:
Mr Tim Mills

Application Reference: IP/17/00825/FUL

GRANT OF FULL PLANNING PERMISSION

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

Renovation of swimming pool and associated works/additions including: pool repairs, additional fitness suite building, restoration of kiosk, changing rooms, grandstand, buffet building and improvement to access, parking and refuse management.

at: Broom Hill Swimming Pool Sherrington Road Ipswich Suffolk IP1 4HT

in accordance with your application reference: IP/17/00825/FUL received 01.09.2017.

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:

3171-SP-0055-P04
3171-NB-0303-P01
3171-NB-0304-P01
3171-NB-0307-P01
3171-NB-0308-P01
3171-BB-0300-P01
3171-BB-0301-P01
3171-BB-0302-P01
3171-BB-0306-P01
3171-BB-0307-P01
3171-BB-0308-P01
3171-BB-0309-P01
3171-BB-0310-P01
3171-GB-0300-P01
3171-GB-0303-P01

3171-GB-0304-P01
3171-GB-0305-P01
3171-GB-0308-P01
3171-GB-0309-P01
3171-KB-0301-P01
3171-KB-0302-P01
3171-KB-0303-P01
3171-KB-0307-P01
3171-KB-0308-P01
3171-KB-0309-P01

2. Prior to commencement of specified works as outlined below, the details shall be submitted to and agreed in writing with the Local Planning Authority before being carried out and thereafter implemented in the approved manner prior to first occupation:

- (i) - External materials including fenestration;
- (ii) - Hard and Soft landscaping scheme including external surfacing;
- (iii) - Refuse/recycle details and locations including presentation area;
- (iv) - Lighting columns and light spill details;
- (v) - Cycle storage details including lighting and CCTV coverage;
- (vi) - Ecological enhancements;
- (vii) - Waterproofing/ anti-carbonation coating;
- (viii) - New paving and colours;
- (ix) - Details of Wicksteed Diving Stage and management of ladders;
- (x) - Details of new clock tower;
- (xi) - Details of new windows and frames;
- (xii) - Details of ramp and railings;
- (xiii) - Details of pool covers and locations.

3. No development shall take place until details for the protection of retained trees has been approved in writing by the Local Planning Authority. The details shall include:-

- (a) Details of an Arboricultural Monitoring Scheme.
- (b) Details of tree protection plan.

Development shall only be carried out in accordance with the approved details. All tree works shall be carried out in accordance with BS3998 (2010) 'Recommendations for Tree Works' and approved tree protection barriers must be erected prior to commencement of development and thereafter remain in place and undamaged for the duration of development.

4. No development above slab level shall take place in relation to the well-being centre 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 development is first occupied and retained as such: -

- (i) - Details of a tree replacement mitigation plan including timing of replanting.

All planting comprised in the approved details of landscaping shall be carried out in the first planting seasons following the occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, and any trees which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

5. No development shall take place until details of surface water drainage including design calculations for the attenuation tank has been approved in writing by the Local Planning Authority. Development shall only be carried out in accordance with the approved details

6. Prior to the operation of the plant room, details of a noise mitigation scheme to protect the amenities of neighbouring residents from noise outbreak of the new plant room equipment shall be submitted to and approved in writing by the Local Planning Authority. The agreed measures shall thereafter be implemented in their entirety and retained as such prior to first operation.
7. Prior to occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, details of the proposed access (including the position of any gates to be erected and visibility splays provided) shall be submitted to and approved in writing by the Local Planning Authority. The approved access shall be laid out and constructed in its entirety prior to the first use of the development. Thereafter the access shall be retained in its approved form.
8. Prior to occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, 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. 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.
9. Prior to occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, details of the areas to be provided for the [LOADING, UNLOADING,] manoeuvring and parking of vehicles shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and used for no other purpose.
10. Prior to first use of the well-being centre, the car park shall be properly surfaced with a bound surface in accordance with details previously submitted to and approved in writing by the local planning authority.
11. Prior to occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, the areas within the site shown on drawing number 3171-SP-0055-P04 for the purposes of cycle storage shall be provided and thereafter that area shall be retained and used for no other purposes.
12. No part of the development shall be commenced until a photographic condition survey of the highways fronting and near to the site has been submitted to and approved in writing by the Local Planning Authority.
13. Before the development hereby permitted is commenced a Demolition and Construction Management Plan shall have been submitted to and approved in writing by the Local Planning Authority. Demolition and construction of the development shall not be carried out other than in accordance with the approved construction management plan. The Demolition and Construction Management Plan shall include the following matters:
 - a) parking and turning for vehicles of site personnel, operatives and visitors
 - b) loading and unloading of plant and materials
 - c) piling techniques
 - d) storage of plant and materials
 - e) programme of works (including measures for traffic management and operating hours)
 - f) provision of boundary hoarding and lighting
 - g) details of proposed means of dust suppression and noise mitigation
 - h) details of measures to prevent mud from vehicles leaving the site during construction
 - i) haul routes for construction traffic on the highway network and
 - j) monitoring and review mechanisms.
 - k) No works in respect of the construction of the development hereby permitted and no deliveries to the site during construction shall be undertaken at the following times;
Outside the hours of 0800 - 1800 on Mondays to Fridays (inclusive) Outside the hours of 0800 - 1300 on Saturdays
 - l) On Sundays and on public holidays

14. Prior to occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, an Operational Deliveries Management Plan shall be submitted to and approved in writing by the Local Planning Authority; these plans are to consider all vehicle movements to and from the site. The approved plans are to be fully adhered to following first occupation of the development.
15. Occupancy rate surveys of the car park and streets within 450m of the site (Parking Stress Surveys) shall be undertaken and provided to the Local Planning Authority following first occupation of the well-being centre. The survey dates and times are to be agreed with the Local Planning Authority in consultation with Suffolk County Council.
16. Prior to occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, the following works shall be undertaken in accordance with details previously submitted to and approved in writing by the local planning authority.
 - a) lowered kerbs and tactile paving provided on Sherrington Road footway to the front of and
 - b) opposite the lido building to provide a pedestrian crossing point.
 - c) A bound surface provided on the footpath connecting Sherrington Road and Broom Hill Road.
 - d) Additional signage provided on the footpath connecting Sherrington Road and Broom Hill Road.
 - e) Additional directional signage provided on the footway of Norwich Road.
 - f) lowered kerbs and tactile paving provided on Sherrington Road footway at its junction with Kensington Road.
 - g) tactile paving provided on Sherrington Road footway at its junction with Westholme Road.
17. Prior to occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, details of a sustainable access strategy shall be submitted to and approved in writing with the Local Planning Authority. The agreed details shall thereafter be implemented in their entirety and annually reviewed.

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

1. For the avoidance of doubt and in the interests of proper planning.
2. 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 biodiversity improvements, as well as to safeguard the historic and architectural interest of the building.
3. In the interests of protecting the integrity of important retained trees within and in close proximity of the development site.
4. The condition is necessary to ensure the visual amenity of the area is safeguarded, and the new development responds to the character of the area.
5. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.
6. To protect the amenities of occupants of nearby residential properties from undue noise disturbance.
7. To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety and in accordance with IBC Policy DM17.

8. To prevent hazards caused by flowing water or ice on the highway and in accordance with IBC Policy DM17.
9. To ensure the provision and long term maintenance of adequate on-site space for the parking and manoeuvring of vehicles and in accordance with IBC Policy DM18.
10. To prevent loose material from the car park moving onto the highway and causing highway safety risks and to ensure a level surface and access for all users in accordance with IBC Policy DM17.
11. To ensure long term security and provisions for cycle storage and in accordance with IBC Policies DM17 and DM18.
12. 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 and in accordance with IBC Policy DM17.
13. In the interests of highway safety and residential amenity and to ensure compliance with the Core Strategy and Policies DPD policies DM26 and DM17. This condition is required to be agreed prior to the commencement of any development as any construction process, including site preparation, by reason of the location and scale of development may result adverse harm on amenity.
14. In the interests of highway safety and mitigate delay on the highway in accordance with IBC Policy DM17.
15. To provide information to assist with the prevention or mitigation of hazards caused by waiting vehicles and avoidance of traffic congestion and potential reversing manoeuvres within the public highway and in accordance with IBC Policy DM17.
16. To improve routes for pedestrians and to provide adequate signage for the site and in accordance with IBC Policy DM17.
17. In the interests of achieving sustainable development by providing members of the public up to date information on public transport services to and from the site.

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 assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission 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. There is now a planning fee payable for applications in writing to discharge planning permission conditions. The rates as prescribed by Central Government are £116 for each written request.

5. Ipswich Borough Council supports the use of emergency sprinkler systems in all new buildings.
6. The applicant's attention is drawn to the comments received from Suffolk Constabulary relating to issues of 'secured by design'. Those comments are available to view on the planning pages of the Council's website www.ipswich.gov.uk
7. Note: 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.
8. Note: Public Utility apparatus may be affected by this proposal. The appropriate utility service should be contacted to reach agreement on any necessary alterations which have to be carried out at the expense of the developer.

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

1. Core Strategy and Policies DPD (2017) - Policies CS4 (Protecting our Assets); CS16 (Green Infrastructure, Sport and Recreation); DM1 (Sustainable Design and Construction), DM2 (Decentralised Renewable or Low Carbon Energy); DM4 (Development and Flood Risk); DM5 (Design and Character), DM8 (Heritage Assets and Conservation); DM10 (Protection of Trees and Hedgerows); DM17 (Transport and Access in New Developments); DM18 (Car and Cycle Parking), DM26 (Protection of Amenity); DM28 (Protection of Open Spaces, Sport and Recreation Facilities); DM29 (Provision of New Open Spaces, Sport and Recreation Facilities); DM31 (The Natural Environment); DM32 (Protection and Provision of Community Facilities); DM33 (Green Corridors).

Other Planning Guidance

- Space and Design Guidelines SPD (2015)
- Suffolk Guidance for Parking - Technical Guidance (Updated 2015)
- Cycling Strategy SPD (2016)

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 addresscd the National Planning Policy Framework 2019.


(ii)

<p>THE COMMON SEAL OF IPSWICH BOROUGH COUNCIL was hereunto affixed in the presence of:</p> <p>)))</p> <p><i>Jonathan Reed</i> Authorised Signatory (<i>JO NATHAN REED</i>)</p> <p><i>P. Chen</i> Authorised Signatory (<i>P. CHEN</i>)</p>	
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<p>THE COMMON SEAL OF SUFFOLK COUNTY COUNCIL was hereunto affixed in the presence of:</p> <p>)))</p> <p><i>G. Milnthorpe</i> Authorised Officer (<i>G. MILNTHORPE</i>)</p>	<p>24313</p> 
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(ii)

EXECUTED AS A DEED by
FUSION LIFESTYLE
Acting by one director and a witness

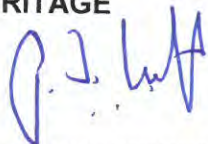

.....
Director
Michael Nelson
.....
Print name

Im Bussell
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Witness
JOANNA BUSSELL
.....
Print name

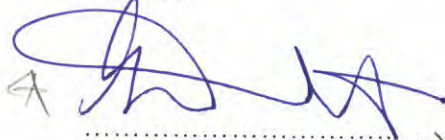
MINERVA HOWE, LONDON SE19BB
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Address
SOLICITOR
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Occupation

EXECUTED AS A DEED BY AFFIXING THE COMMON
SEAL OF THE TRUSTEES OF THE NATIONAL HERITAGE
MEMORIAL FUND

In the presence of:


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Trustee


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Elisha McWilliam
Trustee EXECUTIVE DIRECTION