

BLP on behalf of Hopkins Homes Ltd and Pigeon (Bury East) Ltd

DATE 6TH MARCH 2019 20

[REDACTED]
[REDACTED] (1) WEST SUFFOLK COUNCIL

[REDACTED] (2) SUFFOLK COUNTY COUNCIL

(3) MARTIN PAUL WARREN and TINA HENSHAW and JOHN CURTIS CASSON and JULIA MARY SETON ABEL SMITH and PETER HUGH WOLTON and RACHEL ANNA BUCK and MARTIN CRACK and LESLEY CRACK and MICHAELA CRACK and STEPHANIE CRACK and ~~EDGAR ROGER JOHN WEBBER~~ and ANTHONY WELTON (as Trustees of the R J Webber Settlement)and LYNDON JOHN MILLS and DAVID ROWELL SWALES and JOHN PHILIP ASHTON and MARION TANIA ASHTON and EAST ANGLIAN SPORTS CENTRE LIMITED and TIMOTHY ANDREW WAKERLEY and CHRISTOPHER DENNIS PITCHERS and ~~JUNE DAWN RODZIAN and JOHN ALFRED PALFREY and MARGARET WICKS~~ and BRIAN LESLIE DAY and ALISON JANE TAYLOR and MARCIA LYNNED HYLAND and MICHELLE KIM TAYLOR-SPEARMAN and ANDREW MARK TAYLOR) AND JOHN BROWN (GAZELEY) LIMITED AND CHRISTOPHER BROWN and

(BLP on behalf of the Rushbrooke Consortium Owners) Hopkins Homes Ltd & Pigeon (Bury East) Ltd

HOPKINS HOMES LIMITED

(4) HOPKINS HOMES LIMITED

(5) PIGEON (BURY EAST) LIMITED

(BLP on behalf of the Rushbrooke Consortium Owners) Hopkins Homes Limited and Pigeon (Bury East) Ltd

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

relating to

Land South Rougham Hill Rougham Hill Bury St Edmunds Suffolk

West Suffolk Council
West Suffolk House
Western Way
Bury St. Edmunds
Suffolk

DATE 6TH MARCH .

2019 20

PARTIES:

(1) **WEST SUFFOLK COUNCIL** of West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU (hereinafter called the "Council")

(2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (hereinafter called the "County Council")

BLP on behalf of Hopkins Homes Ltd and Pigeon (Bury East) Ltd

(3) **MARTIN PAUL WARREN** and **TINA HENSHAW** and **JOHN CURTIS CASSON** and **JULIA MARY SETON ABEL SMITH** and **PETER HUGH WOLTON** and **RACHEL ANNA BUCK** and **MARTIN CRACK** and **LESLEY CRACK** and **MICHAELA CRACK** and **STEPHANIE CRACK** and ~~**EDGAR ROGER JOHN WEBBER**~~ and **ANTHONY WELTON** (as Trustees of the **ER J Webber Settlement**) and **LYNDON JOHN MILLS** and **DAVID ROWELL SWALES** and **JOHN PHILIP ASHTON** and **MARION TANIA ASHTON** and **EAST ANGLIAN SPORTS CENTRE LIMITED** and **TIMOTHY ANDREW WAKERLEY** and **CHRISTOPHER DENNIS PITCHERS** and ~~**JUNE DAWN RODZIAN**~~ and ~~**JOHN ALFRED PALFREY**~~ and ~~**MARGARET WICKS**~~ and **BRIAN LESLIE DAY** and **JOHN BROWN (GAZELEY) LIMITED** and **JENNIFER TAYLOR** and **CHRISTOPHER BROWN** as further detailed in the First Schedule (hereinafter called the "**Owners**")

ROBERT ANTHONY JOHN WOLTON

BLP on behalf of the Rushbrooke Consortium Owners Hopkins Homes Ltd + Pigeon (Bury East) Ltd

(4) **HOPKINS HOMES LIMITED** (company registration number 02875798) whose registered office is at Melton Park House Melton Woodbridge Suffolk IP12 1TJ (hereinafter called the "**Developer**")

HOPKINS HOMES LIMITED BLP on behalf of the Rushbrooke Consortium Owners Hopkins Homes Limited and Pigeon (Bury East) Ltd

(5) **PIGEON (BURY EAST) LIMITED** (company registration number 07063525) whose registered office is at Salisbury House Station Road Cambridge Cambridgeshire CB1 2LA (hereinafter called the "**Promoter**")

INTRODUCTION

A The Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable

B The County Council is the local highway authority (except for trunk roads) the local education authority the local library authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable

*The Developer has entered into a transfer of part with June Dawn Rodzian, John Alfred Parkvey and Margaret Wicks dated 18 October 2014 thereby acquiring the freehold of part of land contained within titles SK 349308 and SK 35382 the registration of which is currently pending with Land Registry and which forms part of the Site

C The Owners are the freehold owners of the Site which is part unregistered and part registered with the Land Registry under the title numbers as detailed in the First Schedule

(BLP on behalf of the Rushmore Consortium Owners) Hopkin Homes Ltd and Pigeon (Buyfast) Ltd

D The Developer and the Promoter and the Owners entered into a planning promotion agreement in relation to the planning promotion and future disposal of the Site

E The Developer and the Promoter have submitted the Application to the Council and the Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed intended to regulate the Development and to secure the planning obligations contained herein.

F The Council and the County Council enter into this Deed to the intent that the requirements of the Council's and the County Council's policies are met and that any objections by the Council or the County Council to the grant of planning permission on the basis of those policies are overcome

G The Council and the County Council consider and the Owners acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed

H The 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. DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990 (as amended);
"Affordable Housing"	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market;


"Afordable Housing Units"	Thirty percent (30%) of the Dwellings that are to be Affordable Housing delivered in accordance with the Tenure Mix;
"Affordable Rent"	housing made available by a Registered Provider as low cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent and also at a level that does not exceed local housing allowance rate;
"Application"	the application for planning permission to develop the Site in accordance with the application plans deposited with the Council on the 7th December 2015 and bearing the Council's reference number DC/15/2483/OUT;
"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 Parties hereto;
"BCIS Indexed"	the increase in any sum referred to in the Second Schedule and the Third Schedule by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 10 of this Deed;
"Chargee"	any mortgagee or chargee of the Registered Provider 's interest or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator) of the whole or any part of the Affordable Housing Units or any person or bodies deriving title through such mortgagee or charge;
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no

	other purpose) operations consisting of site clearance demolition work archaeological investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and laying of services erection of any temporary means of enclosure installation of a haul road for construction purposes erection of construction site compound the temporary display of site notices or advertisements and "Commenced" and "Commence Development" shall be construed accordingly;
"Completion of Development"	the date that the last Dwelling is first Occupied;
"Development"	the development of the Site as approved under the outline application described as including up to 1250 dwellings (Use Class C3); local centre comprising retail floor space (A1 A2 A3 A4 and A5), a community hall (D2) land for a primary school (D1) and car parking: a relief road vehicular access and associated works including bridge over the river Lark: sustainable transport links: open space (including children's play areas): sustainable drainage (SUDS): sports playing fields: allotments and associated ancillary works;
"Dwelling"	a dwelling (including a house flat or bungalow and including both Open Market Dwellings and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly;
"Highways Contribution"	One million and sixty-one thousand five hundred and eighty-eight pounds (£1,061,588.00) BCIS Indexed;
"Intermediate Dwelling"	Affordable Housing Units for sale and rent provided at a cost above social rent but below market levels which meet the definition of Affordable Housing and may include Shared Ownership and equity products other low cost homes for sale and intermediate rent but not Affordable Rent;
"Late Payment Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time;
"Library Contribution"	twenty thousand pounds (£20,000.00) BCIS Indexed;

"NHS Contribution"	four hundred and eleven thousand four hundred and twenty pounds (£411,420.00) BCIS Indexed;
"Nomination Agreement"	a deed of agreement dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units within the Relevant RM substantially in the form of the draft in the Seventh Schedule (or such other form of agreement which the Council propose and to which the Register Provider agrees);
"Northern Neighbourhood"	That part of the Site shown hatched blue on Plan 1;
"Northern Neighbourhood Education Contribution"	The Northern Neighbourhood Pre School Contribution, the Northern Neighbourhood Primary School Contribution, the Northern Neighbourhood Secondary School Contribution and the Northern Neighbourhood 6th Form Contribution;
"Northern Neighbourhood Nominated Body"	means either : a) the Management Company; b) the Council; c) such other body as the Council may elect;
"Northern Neighbourhood Pre School Contribution"	Eight hundred and thirty-four thousand seven hundred and fourteen pounds (£834,714.00) BCIS Indexed in the Northern Neighbourhood;
"Northern Neighbourhood Primary School Contribution"	Four million three hundred and fifty-four thousand four hundred and seven pounds (£4,354.407.00) BCIS Indexed in the Northern Neighbourhood;
"Northern Neighbourhood Public Open Space Commuted Sum"	a sum for future maintenance calculated in accordance with the Council's Supplementary Planning Document for Open Space Sport and Recreation Facilities October 2011 that will only be required if the Public Open Space is transferred to the Council;
"Northern Neighbourhood Secondary 6 th Form Contribution"	Eight hundred and three thousand and sixteen pounds (£803.016.00) BCIS Indexed in the Northern Neighbourhood;
"Northern Neighbourhood Secondary School"	Three million six hundred and thirteen thousand five hundred and seventy-two pounds (£3,613.572.00) BCIS Indexed in the Northern Neighbourhood;

Contribution"	
"Occupation"	occupation for the purposes permitted by the Planning 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 "Occupied and "Occupy" shall be construed accordingly;
"Offer to Transfer"	a written notice to be served on the Council in relation to the transfer of the Open Space Land to be accompanied by a transfer (incorporating the terms set out in the relevant part of the Sixth Schedule) in duplicate of and duly executed by the Owners which may be accepted by the transferee executing the duplicate transfers within 20 Working Days of the date of the notice and returning one part of the completed transfer to the Owners within 5 Working Days of the completion of the transfer with time being of the essence or such other completion arrangements as may be agreed between the Owners and the Council and the term "Offered" shall be construed accordingly;
"Open Market Dwellings"	those Dwellings that are not Affordable Housing Units;
"Plan 1"	the plan marked "Plan 1" and attached to this Deed showing the Northern Neighbourhood and the Southern Neighbourhood;
"Plan 2"	the plan marked "Plan 2" and attached to this Deed showing edged red the indicative location of the Primary School Land;
"Planning Permission"	the outline planning permission subject to conditions as may be granted by the Council pursuant to the Application;
"Pre School Contribution"	means the Northern Neighbourhood Pre School Contribution and the Southern Neighbourhood Pre School Contribution;
"Primary School Contribution"	means the Northern Neighbourhood Primary School Contribution and the Southern Neighbourhood Primary School Contribution;
"Primary School	A freehold area of land consisting of a minimum of 2



Key
 Planning Application Boundary

 - NORTHERN NEIGHBOURHOOD

 - SOUTHERN NEIGHBOURHOOD

Scale 1:2000 @ A3


Abbots Vale, South East
 Bury St Edmunds

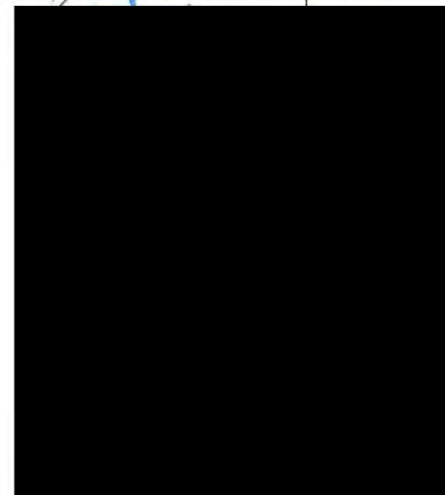


Planning Application Site

Notes:
Do not scale from this drawing to ascertain dimensions
Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act

Rev.	Date	Details
A	11/09/18	Final number after contract

(BLP on behalf of The Rushbrooke Consortium (Amens) Hopkins Homes Ltd and Pigeon (Buyout) Ltd)



ABBOTS VOLE, RUSHBROOKE, BUZY ST EDMUNDS
SOUTHERN NEIGHBOURHOOD ILLUSTRATIVE MASTERPLAN
11/09/18 (A)
TJW/18



Land"	hectares of land within the Site in the indicative location as shown on Plan 2 and for the avoidance of doubt the precise location boundaries and dimensions of the freehold area shall be finally determined by the first reserved matters approval in the Southern Neighbourhood;
"Public Right of Way Contribution"	Two hundred and forty thousand pounds (£240,000.00) BCIS Indexed;
"Protected Person"	<p>Any person who has:</p> <p>(a) has exercised the right to acquire pursuant to the Housing Act 1996 the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit (as defined in the Second Schedule);</p> <p>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit;</p> <p>c) an 100% Staircaser;</p>
"Public Transport Contribution"	Seven hundred and fifty thousand pounds (£750,000.00) BCIS Indexed
"Public Open Space"	an area or areas of the Site that are to be laid out in accordance with the Council's Supplementary Planning Document for Open Space Sport and Recreation Facilities October 2011 and the Planning Permission and which are to be provided for use by the public in perpetuity and Offered to the Council;
"Registered Provider"	a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the RSH under Chapter 3 of that Act;
"Relevant RM"	the reserved matters approvals pursuant to the Planning Permission for such parts of the Site which includes approval of Dwellings;
"Rental Dwelling"	an Affordable Housing Unit which is to be let at an Affordable Rent or Social Rent and is let on the Registered Provider's standard form of letting in

	accordance with the terms of this Deed by a Registered Provider;
"RSH"	the Regulator of Social Housing whose registered office is Level 1A City Tower Piccadilly Plaza Manchester M1 4BT or any statutory successor thereof or other government body with the function of regulating social housing development;
"Rushbrook Consortium Owners"	means those landowners described in the First Schedule;
"Secondary School Contribution"	means the Northern Secondary School Contribution, the Northern Neighbourhood Secondary 6 th Form Contribution the Southern Secondary School Contribution and the Southern Neighbourhood Secondary 6 th Form Contribution;
"Shared Ownership Dwelling"	where the purchaser buys an initial share in the Dwelling from the Registered Provider who retains the remainder and may charge a rent with the purchaser being able to purchase additional shares (staircasing) and the payment for this is recycled for more Affordable Housing;
"Shared Ownership Lease"	a lease of a Shared Ownership Dwelling substantially in the form of the RSH's model shared ownership lease;
"Site Plan"	The plan of the Site which is inserted in the First Schedule;
"Site"	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 Site Plan in the First Schedule;
"Social Rent"	Social rented housing is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008) for which guideline target rents are determined through the national rent regime and it may also be owned by other persons and provided under equivalent rental arrangements to the above as agreed with the Council or with the RSH;

"Southern Neighbourhood"	That part of the Site shown hatched pink on Plan 1;
"Southern Neighbourhood Education Contribution"	means the Southern Neighbourhood Pre School Contribution, the Southern Neighbourhood Primary School Contribution, the Southern Neighbourhood Secondary School Contribution and the Southern Neighbourhood Secondary 6 th Form Contribution;
"Southern Neighbourhood Nominated Body"	means either : a) the Management Company b) the Council c) such other body as the Council may elect;
"Southern Neighbourhood Pre School Contribution"	Three hundred and twenty-four thousand six hundred and eleven pounds (£324,611.00) BCIS Indexed in the Southern Neighbourhood;
"Southern Neighbourhood Primary School Contribution"	One million six hundred and ninety-three thousand three hundred and eighty pounds and fifty pence (£1,693,380.50) BCIS Indexed in the Southern Neighbourhood;
"Southern Neighbourhood Public Open Space Commuted Sum"	a sum for future maintenance calculated in accordance with the Council's Supplementary Planning Document for Open Space Sport and Recreation Facilities October 2011 that will only be required if the Public Open Space is transferred to the Council;
"Southern Neighbourhood Secondary 6 th Form Contribution"	Three hundred and twelve thousand two hundred and eighty-four pounds (£312,284.00) BCIS Indexed in the Southern Neighbourhood;
"Southern Neighbourhood Secondary School Contribution"	One million four hundred and five thousand two hundred and seventy-eight pounds (£1,405,278.00) BCIS Indexed in the Southern Neighbourhood;
"100% Staircaser"	a lessee under a Shared Ownership Lease who has exercised his or her right under that Shared Ownership Lease to purchase 100% of the equity in the Shared Ownership Dwelling;
"Temporary Primary School Contribution"	Two hundred and fifty thousand pounds (£250,000.00) BCIS Indexed;
"Tenure Mix"	the tenure mix of the Affordable Housing Units being

	80% Rental Dwellings and 20% Intermediate Dwellings unless otherwise agreed with the Council;
"Travel Plan Contribution"	Four hundred and forty-four thousand eight hundred pounds (£444,800.00) BCIS Indexed for the avoidance of doubt to be split seventy-two percent (72%) to the Northern Neighbourhood and twenty-eight (28%) percent to the Southern Neighbourhood;
"Working Days"	Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed;
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- 2.3 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 in that manner;
- 2.4 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;
- 2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act of Parliament 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 of Parliament or deriving validity from it;
- 2.6 References to any party to this Deed shall unless the context indicates otherwise include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council and or the County Council the successors to their respective statutory functions;
- 2.7 References to a "Site Plan" in this Deed shall be references to the plans attached to this Deed bearing the relevant plan number or any

amended plans as shall be agreed between the Owners the Council and the County Council;

2.8 The obligations in this Deed shall not be enforceable (SAVE in respect of paragraph 1.7 of Second Schedule dealing with Affordable Housing which shall be enforceable in respect of the relevant Affordable Housing Units) against;

2.8.1 any individual person who is the owner and/or an occupier for residential purposes of a Dwelling or any mortgagee of such a Dwelling;

2.8.2 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services or public transport services;

2.8.3 any person to whom the Registered Provider grants a Shared Ownership Lease or any successor in title to any such person and who has acquired all of the beneficial interest in their Dwelling a tenant exercising any right to acquire under a purchase grant scheme or right to buy or similar right conferred by statute or any successor in title to such person;

2.8.4 any mortgagee of a tenant or person to whom the Registered Provider has granted a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgage or receiver;

2.8.5 any person who has an interest in the Site only by way of an easement;

2.9 The Affordable Housing obligations within the Second Schedule shall not be binding on:

2.9.1 a Protected Person;

2.9.2 a 100% Staircaser;

2.9.3 a mortgagee of a Shared Ownership Lease or shared equity lease lawfully exercising the mortgage protection provision within that lease;

2.9.4 a Chargee of the whole or any part of the Affordable Housing Units or any persons deriving title through such mortgagee or Chargee or receiver PROVIDED THAT:

2.9.4.1 such mortgagee or Chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall

have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses; and

2.9.4.2 if such disposal has not completed within the three month period the mortgagee Chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing obligations within the Second Schedule which provisions shall determine absolutely in respect of those Dwellings

2.9.5 any person or body deriving title through any of the parties referred to in clauses 2.9.1 to 2.9.4 above;

2.10 The headings are for reference only and shall not affect construction;

2.11 Any covenant by the Owners not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3. **LEGAL BASIS**

3.1 This Deed is made pursuant to 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;

3.2 The covenants restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable as set out in this Deed by the Council (in respect of those covenants made by the Owners with the Council) and the County Council (in respect of those covenants made by the Owners with the County Council) as local planning authorities against the Owners and their successors in title;

3.3 This Deed shall only be capable of being varied by a supplemental deed made under Section 106A of the Act between the Parties hereto or their respective successors in title or assigns or their respective successors in statutory functions.

4. **CONDITIONALITY**

4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development;

SAVE FOR the provisions of this clause and clauses 7.2 7.3 7.4 7.5 7.8 7.9 7.10 7.11 7.15 9 13 14 17 18 19 20 and paragraph 1.17 of the Third Schedule which shall come into effect immediately upon completion of this Deed;

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

4.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development if the Owners do not undertake any further works to implement the Planning Permission following the issue of such proceedings;

4.2.2 if following the conclusion of such proceedings or challenge the Planning Permission is quashed this Deed will cease to have any further effect; and

4.2.3 if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full;

4.3 Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used) the following provisions will apply:

4.3.1 proceedings by way of judicial review are concluded:

4.3.1.1 when permission to apply for judicial review has been refused and no further application can be made

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

4.3.1.3 when any appeal(s) is or are finally determined;

4.3.2 proceedings under Section 288 of the Act are concluded:

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