

- (1) MID SUFFOLK DISTRICT COUNCIL
- (2) SUFFOLK COUNTY COUNCIL
- (3) MASONS QUARRY INVESTMENT CO LIMITED
- (4) TOPLAND JUPITER LIMITED

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN
AND COUNTRY PLANNING ACT 1990 RELATING TO THE
DEVELOPMENT OF LAND ON THE WEST SIDE OF BRAMFORD
ROAD MASONS QUARRY GREAT BLAKENHAM SUFFOLK**

HANSELLS
13 THE CLOSE
NORWICH
NR1 4DS
(Ref: CPB/30057.002/ACN)

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THIS DEED is made on the day of 2020

BETWEEN

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (the **District Council**);
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (the **County Council**);
- (3) **MASONS QUARRY INVESTMENT CO LTD** incorporated and registered in England and Wales with company number 10513162 whose registered office is at 6 Chesterfield Gardens London W1J 5BQ (the **Owner**);and
- (4) **TOPLAND JUPITER LIMITED** incorporated and registered in England and Wales with company number 07468546 whose registered office is at 55 Baker Street, London W1U 7EU (**Topland**)

RECITALS

- (A) The District Council is the local planning authority for the purposes of the TCPA for the area in which the Site is situated and by whom the District Council Obligations contained in this Deed are enforceable.
- (B) The County Council is the local highway authority (except for trunk roads), waste disposal authority, lead local flood authority and the Suffolk Fire & Rescue Authority and is also a local planning authority for the purposes of the TCPA for the area in which the Site is situated and by whom the County Council Obligations contained in this Deed are enforceable.
- (C) The Owner is the freehold owner of that part of the Site shown on the Land Plan subject to a legal charge in favour of Topland but otherwise free from encumbrances other than those set out in the title which is registered with the Land Registry under title number SK214938 as described in Appendix A and the Owner is the successor in title to Onslow (Suffolk) Limited in respect of the Land and entitled to release the Land from the obligations contained in the Previous S.106 Agreement. The Owner acknowledges that while not all of the Site is bound by this Deed this will not prevent it from performing the District Council Obligations and the County Council Obligations in respect of the Land.

- (D) The Owner has requested and the District Council, the County Council, the Owner and Topland agree (save in respect of any existing breaches) that the Previous S. 106 Agreement shall cease to have any effect from the date of this Agreement.
- (E) The Site has the benefit of the Existing Permission.
- (F) The Site is subject to the terms of the Previous S.106 Agreement.
- (G) The District Council the County Council and the Owner acknowledge and agree that any monies paid to the District Council or the County Council in respect of obligations in the Previous S. 106 Agreement (as hereinafter defined) shall be used and be subject to any repayment obligations as set out in this Agreement.
- (H) The District Council enters into this Deed with the intent that the requirements of the District Council's current policies are met and that any objections by the District Council to the grant of the Reserved Matters Approval 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 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 TCPA the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (J) The District Council and the County Council are satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

IT IS HEREBY AGREED

1. Interpretation

The following definitions and rules of interpretation apply in this Deed:

1.1 Definitions:

Access Road: the access road proposed to serve the Development and shown edged in red on the Access Road Plan

Access Road Plan: the plan showing the Access Road attached hereto and marked "Access Road Plan"

Application: the application dated 16th June 2004 for outline planning permission to develop the Site in accordance with the application plans and other materials deposited with the District Council and bearing the District Council's reference number OL/100/04 and the Secretary of State's reference number APP/W3520/V/06/119546 and the Extension Application.

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 District Council the County Council and the Owner.

BCIS Indexed: increased unless otherwise stated herein by reference to the percentage increase (if any) of the BCIS Index from the BCIS Index first published after 27 October 2011 to the BCIS Index last published before the date that each relevant payment is made

Business Brokerage Services Payment: the sum of Twenty Five Thousand Pounds (£25,000) RPI Indexed.

CIL: the Community Infrastructure Levy or any replacement thereof.

Commencement of Development: the date on which any material operation (as defined in Section 56(4)(a) of the Act) forming part of the Development begins to be carried out by the Owner on the Site pursuant to the Existing Permission other than (for the purposes of this Deed and for no other purposes) operations consisting of site clearance and preparation, demolition work, archaeological investigations, 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, construction of access to the Site and the temporary display of the site notices or advertisements and "Commence" and "Commencement" and "Commencement Development" shall be construed accordingly.

Community Woodland: the woodland to be provided pursuant to Schedule 16 and in accordance with the Community Woodland Plan (shown for the purpose of

identification only on drawings BMD.16.025.DR.201C, BMD.16.025.DR.202B, BMD.16.025.DR.301A, and BMD.16.025.DR.302A) or such alternative area and/or areas within the Site as may be proposed by the Owner and approved as part of any relevant application for Reserved Matters or by the grant of a separate planning permission.

Community Woodland Plan: the plan approved under and in accordance with the requirements of Schedule 16 in respect of the Community Woodland.

Conference: a meeting or conference held within the conference facilities provided as part of the Development.

County Council Obligations: means the obligations given to the County Council set out in this Deed.

Countryside Management Warden: a warden to be employed by the Council to carry out functions set out in the Countryside Management Warden job description set out in Schedule 17.

Countryside Management Warden Payment: the sum of One hundred and Fifty Thousand Pounds (£150,000) RPI Indexed payable in accordance with Schedule 7.

County Director: the Executive Director of Growth, Highways & Infrastructure of the County Council or the successor to such a person or any person acting with their authority.

Crèche Provision: the provision of a minimum of one hundred (100) child care spaces in accordance with the Ofsted National Standards for Crèches or such equivalent national requirements as may be updated from time to time.

Development: the development of the Site permitted by the Existing Permission.

District Council Obligations: means the obligations given to the District Council set out in this Deed.

Ecological Mitigation Access: the areas shown for the purposes of identification only edged in red on Plan 4 or such alternative area and/or other areas within the Site as many be proposed by the Owner and approved as part of any relevant application for Reserved Matters (or by the grant of a separate planning permission) for the

purposes of ecological mitigation arising or required as a consequence of the Development.

Ecological Mitigation and Management Contributions: means those RPI Indexed payments made by the Owner to the District Council in accordance with Schedule 13

Ecological Mitigation and Management Payments: means those payments to be paid by the Owner to the District Council as set out in Schedule 13

Ecological Mitigation and Management Plan: a plan setting out the detail required in respect of the matters set out in Schedule 13 in respect of the Ecological Mitigations Areas PROVIDED THAT in approving such plan the District Council (following consultation with Natural England) may approve such revised drawings as may be submitted to it as part of the approval process.

Estimated Date of First Occupation: the date notified in writing by the Owner to the District Council and County Council as the estimated date of first Occupation of the Development such notification to be sent to the District Council and the County Council no later than twelve (12) months after the Commencement of Development.

Event: a spectator event (which may include ice hockey matches or other ice skating events) held within the Site.

Extension Application: an application for an extension of time for the implementation of the "SnOasis" a ski centre, holiday resort, centre of winter sports excellence, leisure and associated uses and related on and off site infrastructure received by the District Council on 9 July 2010 and bearing the District Council's reference number 1969/10.

Existing Permission: outline planning permission granted on 31 October 2011 under reference 1969/10 for the extension of time for the implementation of the SnOasis ski centre, holiday resort, centre of winter sports excellence, leisure and associated uses and related on and off site infrastructure (originally permitted under outline planning permission OL/100/04) a copy of which is set out in Appendix B.

Full Travel Plan: means a fully developed Travel Plan based on the Interim Travel Plan to be approved by the County Council in accordance with Schedule 8

Full Travel Plan Monitoring Report: the annual report that is submitted to the County Council by the Travel Plan Coordinator in a form acceptable to the County Council that includes the following:

- vehicular count data to identify the number of arrivals and departures from the Site to measure against the specific set of desired targets and outcomes
- surveys data obtained from employees and visitors (such as origin, modes of travel and preferences, use of the SnOasis Shuttle Bus, SnOasis Employee Bus Service, SnOasis Bus Service, length of stay, off-Site trips or other such information material to a Travel Plan review)
- vehicular and cycle parking usage counts
- information supplied to the County Council as to public passenger movements by bus which the County Council considers relevant to the Full Travel Plan
- the uptake of incentives offered to employees and visitors

Index Linked: increased either from 27 October 2011 or from the Resolution as set out in this Deed and in accordance with the following formula:

Amount payable = the payment specified in this Deed x (A/B) where:

A= the figure for the Index that applied two (2) months before the date the payment is due.

B= the figure for the Index that applied two (2) months before when the index was last published prior to the date of this Deed.

A/B is greater than 1.

Index: means BCIS Index or the RPI Index as specified in the relevant obligation in this Deed

Interest: interest is at four (4) per cent above the base lending rate of the Bank of England from time to time

Interim Travel Plan: means an interim travel management plan to be prepared by the Owner and approved by the County Council in accordance with the detail provided in Schedule 8

Land: means the land described in Appendix 1 against which this Deed may be enforced and as shown edged red for identification purposes only on the Land Plan

Land Plan: means the plan with drawing number LG-90-001 attached to this Deed

Landscape Mitigation Payment: the sum of Fifty Thousand Pounds (£50,000) BCIS indexed

Local People: people who live or work within thirty (30) kilometres of the Site.

Local Procurement Strategy: a plan setting out the detail required in respect of the matters set out in Schedule 10.

Low-Carbon Sources: energy supplies that produce less carbon dioxide than equivalent traditional fossil fuel sources.

Management Company: a company set up or engaged for the purposes of managing and maintaining the Open Space on a Phase in perpetuity.

Mason's Landfill: the waste management facility adjacent to the site currently operated by Viridor.

Meet the Buyer Event: an event to be held annually from the Commencement of Development until the expiry of a period of five (5) years after the last part of the Development has been brought into use as required by Schedule 12.

Monitoring Fee: the sum of £1,500 payable to the County Council to be used to monitor and implement the obligations in this Deed

Occupation and Occupied: occupation for the purposes permitted by the Existing 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.

Phase: a phase of the Development as shown indicatively on the Phasing Plan and "relevant Phase" shall be construed accordingly.

Phasing Plan: a plan showing the location of the phases of the Development for identification purposes only to be secured and agreed in the Existing Permission or such replacement or amended plan which may be agreed with the District Council in writing. **Planning Obligations:** the obligations set out in Schedules 3-16 and 18-23 inclusive.

Planning RMA Conditions: the proposed reserved matters conditions to be attached to the Reserved Matters Approval in substantially the form as set out in Appendix B.

Pre-Commencement Obligations: any obligation and requirement in this Agreement which has to be carried out prior to the Commencement of Development.

Previous S.106 Agreement: a Section 106 Agreement dated 1 August 2008 and made between the District Council, the County Council, the Owner, AIB Group (UK) PLC and Onslow (Suffolk) Limited (the **2008 Parties**) as varied by a Deed of Variation dated 27 October 2011 between the 2008 Parties

Progress Report means a report setting out steps taken by the Owner and others to ensure the procurement of the Stowmarket Railway Station Footbridge prior to Occupation and the term "**First Progress Report**" means the first report to be prepared, "**Further Progress Report**" means any later reports to be prepared on a six monthly basis as set out in Schedule 23 and "**Final Progress Report**" means the last report to be prepared by the Owner prior to Occupation.

Public Access Contribution: the sum of six hundred and sixty four thousand one hundred and seventy pounds (£664,170) BCIS Index Linked from the date of the Resolution in accordance with Schedule 18

Public Access Plan: the plan referred to in Schedule 18 as "Indicative PROW Improvements" and showing yellow lines for the perimeter paths

Public Art: such sculpture, street furniture, landscaping and/or architectural detailing within or within the vicinity of the Development (but not such as is required under a condition of the Existing Permission) as proposed by the Owner and approved by the District Council and which may be provided through innovative choices made through the design of and incorporation within the Development PROVIDED THAT the cost of the Public Art shall be at least to the value of the Public Art Cost.

Public Art Cost: the sum of Three Hundred Thousand Pounds (£300,000) RPI Indexed.

Public Body: means the District Council or County Council or a local community group or the Parish Council for the area in which the Site is located.

Public Path Creation Agreement: means an agreement made pursuant to section 25 of the Highways Act 1980

Public Path Creation Order an order made pursuant to section 26 of the Highways Act 1980

Reasonable Endeavours: means that the party to this Deed under such an obligation will not be required to take proceedings (including any appeal) in any court, public

inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected

Reserved Matters: matters which are reserved matters under statute and/or where details are required to be submitted by a condition of the Existing Permission.

Reserved Matters Approval: the decision notice or notices to be granted following the completion of this Agreement by the District Council granting the Reserved Matters

Resolution: means the resolution made by the District Council on the 13 March 2019.

RPI Index: the index of retail prices "All Prices" published by the Central Statistics Office or (in the event that such index ceases to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the District Council and the County Council and the Owner.

RPI Indexed: increased unless otherwise stated herein by reference to the percentage increase (if any) of the RPI Index from the RPI Index first published after 27 October 2011 to the RPI Index last published before the date that each relevant payment is made

Site: the land contained within the Application which has the benefit of the Existing Permission and as shown edged green for identification purposes only on the Site Plan.

Site Plan: the plan with drawing number AL(02) 00 39 P01 attached to this Deed.

SnOasis Business Forum: a forum constituted and operated by the Owner in accordance with Schedule 9.

SnOasis Employee Bus Service: a bus service to be established and operated by the Owner for the collection and return of employees with the aim of reducing or minimising travel by single private vehicles for or in connection with operations uses and facilities within the Development and to be in accordance with the Snoasis Bus Service Service Level Agreement

SnOasis Bus Service Service Level Agreement: the service level agreement substantially in the form of the draft appended hereto at Appendix C

SnOasis Bus Service: a bus service between the Development and Ipswich to be provided by the Owner in accordance with the requirements set out in Schedule 22

SnOasis Bus Service Bond: means a bond to be provided to the County Council for £350,000 (three hundred and fifty thousand pounds) Index Linked to the RPI Index from the date of the Resolution to secure the SnOasis Bus Service

SnOasis Bus Service Cash Deposit means deposit of £350,000 (three hundred and fifty thousand pounds) Index Linked to the RPI Index from the date of the Resolution to be paid to the County Council as an appropriate amount to secure the SnOasis Bus Service

SnOasis Liaison Group: a group constituted and operated by the Owner in accordance with Schedule 21

SnOasis Shuttle Bus: a dedicated shuttle bus service between the Development and Stowmarket Railway Station to be provided in accordance with the provisions of of Schedule 22

SnOasis Bus Strategy: the strategy to be approved by the County Council in accordance with Schedule 22

SnOasis Shuttle Bus Bond: a bond to be provided to the County Council for £200,000 (two hundred thousand) Index Linked to the RPI Index from the date of the Resolution to secure the SnOasis Shuttle Bus

SnOasis Shuttle Bus Cash Deposit: deposit of £200,000 (two hundred thousand pounds) Index Linked to the RPI Index from the date of the Resolution to be paid to the County Council to secure the SnOasis Shuttle Bus

Sproughton Mitigation Payment: the sum of £200,000 (two hundred thousand pounds) Index Linked to the BCIS Index from the date of the Resolution in accordance with Schedule 4 to be paid to the County Council for strategic highway improvements to the B1113 including dealing with any mitigation works at Sproughton.

Stowmarket Railway Station Footbridge: means the footbridge to be constructed in order to enable pedestrians and cyclists and wheelchair and pushchair users to

cross the railway line at and in the vicinity of Stowmarket Railway Station in compliance with all legal standards and requirements of Network Rail and the relevant train operating company and all necessary consents required by the County Council and all statutory requirements (including but not limited to the Disability Discrimination Act 1995).

“Stowmarket Railway Station Footbridge Review”: means the process for reviewing the operation of the Stowmarket Railway Station Footbridge in accordance with Parts 2 to 4 of Schedule 23 and the terms **“First Review”** and **“Second Review”** shall be construed accordingly.

“Stowmarket Railway Station Footbridge Security”: means the sum to be provided by the Owner to the County Council in accordance with Part 4 of Schedule 23 and to cover the full costs to the County Council of procuring the Stowmarket Railway Station Footbridge in accordance with any specifications agreed between the County Council and Network Rail and/or any relevant train operating companies.

Sustainable Energy Strategy: a plan setting out the detail required in respect of the matters set out in Schedule 19.

Sustainable Energy Target: at least 75% of the Development's energy from decentralised and renewable or low-carbon energy sources, and to procure the remaining 25% from low carbon sources wherever possible in accordance with the principles set out in Schedule 19.

TCPA: Town and Country Planning Act 1990 as amended.

Training Initiatives Cost: the sum of Three Hundred Thousand Pounds (£300,000) RPI Indexed.

Travel Plans: means together the Interim Travel Plan and the Full Travel Plan;

Travel Plan Co-ordinator: means the person appointed by the Owner at a sufficiently senior level to be able to achieve effective implementation and delivery of the Travel Plans with appropriate links to licensed operators and suppliers to fully implement and monitor the Travel Plans;

Travel Plan Guidance: means such guidance and initiatives prepared by or on behalf of the County Council as applicable from time to time

Travel Plan Liaison Contribution: means the sum of £75,000 (Seventy Five Thousand Pounds) RPI Indexed from 27 October 2011 to be paid pursuant to Schedule 8 to be applied under the Deed towards the costs of the County Council monitoring the implementation of the Travel Plans

Travel Plan Remedial Measures Notice: means a notice in writing served on the Owner by the County Council where the Owner has failed to meet one or more of the targets identified in the Interim Travel Plans and/or the Full Travel Plan specifying the remedial Travel Plan measures and/or actions required to be taken by the Owner to remedy the failed targets and a reasonable time and as set out in more detail in paragraph 5.1 of Schedule 8

Waste and Disposal Compensation Payment: the sum of Six Hundred Thousand Pounds (£600,000) RPI Indexed from 27 October 2011 payable in three instalments of Two Hundred Thousand Pounds (£200,000) each RPI Indexed to be used for the provision of new and/or enhanced waste disposal facilities including waste minimisation and recycling in the District of Mid Suffolk

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the District Council and County Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this Deed.
- 1.13 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 deriving validity from it.
- 1.14 An obligation on a party not to do something includes an obligation not to allow permit or suffer that thing to be done.
- 1.15 Where this Deed requires a plan or strategy or other document to be submitted to the District Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or document.
- 1.16 References to a **Plan** or **Drawing** shall be references to the plans attached to this Deed bearing the relevant plan number or any amended plans or replacement plans as shall be agreed between the Owner and the District Council and the County Council.
- 1.17 References in this Deed to **FP** and **BR** and **Byway** (or in the plural) mean references to public footpaths and public bridleways and byways open to all traffic and created or established in law as such and/or shown on the relevant definitive map and described in the relevant definitive statement for the relevant parish maintained by the County Council under the Wildlife and Countryside Act 1981 as identified by number and parish name or numbered and identified similarly for showing on the relevant definitive map and for inclusion in the relevant definitive statement when both such are consolidated for legal events under the Wildlife and Countryside Act 1981 Act and reference in this Deed to the expression **Public Right Of Way** shall be taken as

references to public footpaths and public bridleways and byways open to all traffic in general.

- 1.18 References in this Deed to **character areas within the Development** shall be taken as referring to those areas within the Development that are specified as character areas in the schedule of development dated 19 May 2006 and forming part of the Application.
- 1.19 References in this Deed to a **day visitor** shall be taken as referring to a person who books for or is otherwise admitted entrance to visit the Development (or any of the uses therein) for a single day only and references to a **non-day visitor** or **visitors residing** or **resident for more than one day** (or words or phrases having similar effect) shall be taken as references to a person who has booked or is otherwise permitted to visit the Development (or any uses therein) for more than one day and where the word **visitor** appears on its own it shall be taken as applying to either category.
- 1.20 References in this Deed to a **weekday** shall be taken as referring to any day of the week other than a Saturday or Sunday.
- 1.21 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.22 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.23 The headings are for reference only and shall not affect construction of this Deed.
- 1.24 Any covenant by the Owner not to do an act or a thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

2. Statutory provisions

- 2.1 This Deed is made pursuant to sections 106, section 106A of the TCPA, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, sections 38 and 278 of the Highways Act 1980 and any other enabling powers.

2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA and are entered into by the Owner with the intention that they bind the interests held by the Owner and its respective successors and assigns.

2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the District Council in respect of the matters set out in Schedules 3,6,7,9-14 (inclusive),16-17 (inclusive), and 19-21 (inclusive) and by the County Council in respect of the matters set out in Schedules 4,5,8,15,22 and 23 in accordance with section 106 of the TCPA.

2.4 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 agreed between the parties in the form of a deed.

3. Conditionality

3.1 This Deed and the Pre-Commencement Obligations shall take effect on the date hereof save for the Planning Obligations which shall only take effect on the Commencement of Development.

4. Covenants to the District Council and the County Council

4.1 The Owner covenants with the District Council so as to bind the Land and each and every part thereof to:

(i) observe and perform the covenants, restrictions and obligations contained in Schedules 3, 6, 7, 9, -14 and 16-17 and 19-21 inclusive; and

(ii) give at least twenty one (21) days written notice to the District Council of:

4.1.ii.1 Commencement of Development;

4.1.ii.2 completion of each Phase; and

4.1.ii.3 completion of the Development.

4.2 The Owner covenants with the County Council so as to bind the Land and each and every part thereof to:

(i) observe and perform the covenants, restrictions and obligations contained in Schedules 4, 5, 8, 15, 22 and 23.

(ii) Give at least twenty one (21) days written notice to the County Council of:

- 4.2.ii.1 Commencement of Development;
- 4.2.ii.2 completion of each Phase; and
- 4.2.ii.3 completion of the Development.
- 4.2.ii.4 the first Occupation of the Development and of the six month Occupation Date

(iii) For the purposes of Schedule 8, paragraphs 2.1 and 4.1 (submission of Interim Travel Plan) give at least six months plus a further seven (7) days written notice to the County Council prior to the First Occupation of the Development

4.3 The Owner shall act in good faith and shall co-operate 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 either of the District Council or the County Council and their duly authorised officers or agents to have reasonable access to any part or all of the Land (subject to clause 16) or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

4.4 The Owner agrees and declares and covenants both with the District Council and the 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.

4.5 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the District Council or the County Council.

5. Covenants by the District Council and the County Council

5.1 The District Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 1.

5.2 The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6. Indexation

6.1 All financial contributions payable to the District Council and County Council shall be Index Linked.

6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the District Council or County Council shall advise the Owner in writing.

7. Topland's consent

7.1 Topland consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of Topland's interest in the Land.

7.2 Topland shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when it is in possession of all or any part of the Land.

8. Release

8.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all or part of its interest in the Land (save for an interest arising only from the grant or reservation of an easement or similar right or the benefit of a restrictive covenant), except in respect of any breach subsisting prior to parting with such interest.

9. Determination of deed

9.1 The obligations in this Deed (with the exception of clauses 11 and 31) shall cease to have effect (insofar only as it has not already been complied with) if before the Commencement of Development. the Existing Permission:

(i) expires;

- (ii) is varied, revoked or otherwise withdrawn other than at the request of the Owner;
- (iii) it is modified by any statutory procedure.

10. Local land charge

This Deed is a local land charge and upon completion shall be registered as such by the District Council.

11. District Council and County Council's costs and Monitoring Fee

11.1 The Owner shall pay to the District Council on or before the date of this Deed:

- (i) the District Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.

11.2 The Owner shall pay to the County Council on or before the date of this Deed:

- (i) the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed; and
- (ii) the Monitoring Fee

12. Interest on late payment

If any sum or amount has not been paid to the District Council or the County Council by the date it is due, the Owner shall pay Interest on that amount and such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

13. Ownership

13.1 The Owner warrants that no person other than the Owner and Topland has any legal or equitable interest in the Land.

13.2 The Owner agrees with the District Council and the County Council to give each of them independently written notice of any transfer in ownership of any of its freehold interest in the Land occurring before all the obligations under this Deed have been discharged such notice to be served within twenty eight (28) days of such transfer and

to give details of the transferee's full name and registered office (if a company or usual address if not) together with the extent of the interest of the Land or unit of occupation purchased by reference to a plan.

14. Reasonableness

Any approval, consent, direction, authority, agreement or action to be given by the District Council or the County Council under this Deed shall not be unreasonably withheld or delayed and shall be given on behalf of the District Council by the Corporate Manager – Growth and Sustainable Planning and on behalf of the County Council by the Executive Director of Growth, Highways & Infrastructure or any officer acting under his hand.

15. Cancellation of entries

15.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the District Council's reasonable and proper costs) the District Council will issue a written confirmation of such performance or discharge.

15.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 9 (and subject to the payment of the District Council's reasonable and proper costs and charges) the District Council will in consultation with the County Council on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

16. Right of Entry

16.1 At all times on not less than twenty four (24) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of either or both the District Council or the County Council entry to the Land for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

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

- (ii) except in cases of emergency such entry shall be effected between 08:00 and 17:00 on any day;
- (iii) such employee or agent may be accompanied by such other persons as may be reasonably necessary;
- (iv) such employee or agent may take photographs, measurements and levels;
- (v) such employee or agent may not remain on the Land for longer than is reasonably necessary for carrying out a proper inspection; and
- (vi) such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety.

17. Disputes

17.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (i) the tribunal shall consist of one arbitrator (the **Expert**) appointed jointly by the parties no later than twenty eight (28) days after service of a request in writing by either party to do so;
- (ii) in default of the parties' agreement as to the arbitrator within twenty eight (28) days, the arbitrator shall be appointed within a further period of fourteen (14) days on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors to the dispute as follows:

17.1.ii.1 difference or question relates to the rights and liabilities of either party to the dispute or to the terms or conditions to be embodied in this Deed or document appertaining to this Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society; or

17.1.ii.2 difference or question related to highway works, engineering, demolition, building or construction works it shall be referred to a

chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers; or

17.1.ii.3 difference or question related to the value of any interest in the Land it shall be referred to a chartered surveyor agreed upon by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or

17.1.ii.4 if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties to the dispute but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute.

17.2 In the event of a reference to arbitration the parties to the dispute agree to:

- (i) prosecute any such reference expeditiously; and
- (ii) do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable.

17.3 The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award.

17.4 The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing.

17.5 The award shall be final and binding in the absence of manifest error both on the parties to the dispute and on any persons claiming through or under them and judgement upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

17.6 The costs of the arbitration shall be payable by the parties in the proportions determined by the Expert (or if the Expert makes no direction, then equally).

17.7 Unless this Deed has already been terminated each of the parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this Clause 17 but without prejudice to the rights and obligations of the parties in relation to the termination of this Deed).

17.8 Nothing in this Clause 17 shall affect the ability of the Owner, the District Council or the County Council to apply for and be granted any of the following declaratory relief, injunction, specific performance, payment of any sum, damages, and other means of enforcing the terms of this Deed and consequential and interim orders and relief.

18. No fetter of discretion

18.1 Nothing (contained or implied) in this Deed shall fetter or restrict the District Council or County Council's statutory rights, powers, discretions and responsibilities.

18.2 Nothing in this Deed shall bind the County Council in relation to the exercise of its powers as a traffic authority and in particular as to the making of orders under the Road Traffic Regulation Act 1984 or as fettering the proper exercise of its discretion in considering objections to any such order and determining whether any such order should be made.

19. Waiver

No failure or delay by the District Council or the County Council to exercise any right or remedy provided under this Deed or by law or any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

20. Future Permissions

Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Existing Permission and the Reserved Matters Approval or modification, variation or amendment thereof) granted (whether or not on appeal) either before or after the date of this Deed.

21. Agreements and Declarations

21.1 The parties agree that:

- (i) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- (ii) nothing in this Deed grants planning permission or any other approval, consent or permission required from the District Council or County Council in the exercise of any other statutory function; and
- (iii) that any monies paid to the District Council or the County Council in respect of obligations in the Previous S. 106 Agreement shall be used and be subject to any repayment obligations as set out in this Deed.

22. Satisfaction of any of the provisions in this Deed

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

22.2 Insofar as any provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

23. Approvals

Where any details, programmes, plans, strategies, reports, matters or materials are approved by the District Council under the terms of this Deed further or amended details, programmes, plans, strategies, reports, matters or materials may be submitted from time to time and if approved by the District Council shall replace those previously approved.

24. Community Infrastructure Levy

The parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Deed:

- (i) are necessary to make the Development permitted pursuant to the Application acceptable in planning terms;
- (ii) directly relate to the Development permitted pursuant to the Application; and
- (iii) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application.

25. Notices

25.1 Any notice or other communication to be given under this Deed must be in writing and must be:

- (i) delivered by hand; or
- (ii) sent by pre-paid post or other next working day delivery service.

25.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (i) to the District Council at Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX marked for the attention of the Chief Planning Officer of Sustainable Communities ;
- (ii) to the County Council at Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX marked for the attention of the Executive Director of Growth, Highways and Infrastructure;
- (iii) to the Owner at 6 Chesterfield Gardens London W1J 5BQ and marked for the attention of Simon Padgett
- (iv) to Topland at 55 Baker Street, London W1U 7EU and marked for the attention of Charles Latimer

or as otherwise specified by the relevant party by notice in writing to each other party.

25.3 Any notice or other communication given in accordance with clause 25.1 and clause 25.2 will be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at

9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

(ii) if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

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

25.5 A notice or other communication given under this Deed shall not be validly given if sent by e-mail.

25.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Third party rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

27. Value added tax

27.1 Each amount stated to be payable by the District Council, the County Council or the Owner to the other under or pursuant to this Deed is exclusive of VAT (if any).

27.2 If any VAT is at any time chargeable on any supply made by the District Council, the County Council or the Owner under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

28. Land Outside Control

Nothing in this Deed shall require the performance of any obligation whatsoever in upon or under land outside the ownership of the party to perform the obligation unless such land shall be within the public highway and/or made available for the performance of such obligation at no cost to the party to perform its obligation.

29. Governing Law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

30. Delivery

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

31. The Previous S.106 Agreement

The parties to this Deed hereby agree and declare that from the date of this Deed all the planning obligations contained in the Previous S.106 Agreement shall be discharged save in respect of any existing breaches and that from the date of this Deed the Previous S.106 Agreement shall have no force or effect and the Site shall be released from the Previous S. 106 Agreement save that the parties to this Deed acknowledge and confirm that all payments already made and received under the terms of the Previous S.106 Agreement shall be continually treated as having been legitimately requested and there shall be no obligation on either the District Council or the County Council to repay any such payments by virtue of the release of the Previous S.106 Agreement

32. Counterparts

32.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

32.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

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



The common seal of **MID-SUFFOLK**)
DISTRICT COUNCIL)

was affixed to this document in the presence)
of:)



Authorised signatory

The common seal of **SUFFOLK COUNTY**)
COUNCIL)

was affixed to this document in the presence)
of:)

Authorised signatory

Signed as a deed by **MASONS QUARRY
INVESTMENT CO LIMITED** in the presence of:

)
)
)
) SIGNATURE OF Director

.....
WITNESS/SECRETARY/DIRECTOR

Name:

Address:

.....

.....

Occupation:

Executed as a deed by **TOPLAND JUPITER
LIMITED** acting by [a director and its secretary]
[two directors]

)
)
)
) SIGNATURE OF Director

.....
SIGNATURE OF DIRECTOR

.....
SIGNATURE OF [SECRETARY] [DIRECTOR]

SCHEDULE 1 Covenants by the District Council

1. Use and Repayment of Contributions by the District Council

- 1.1 The District Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the District Council shall agree in writing.
- 1.2 The District Council covenants with the Owner that it shall pay to the Owner such amount of any payment made by the Owner to the District Council under this Deed which has not been expended or committed unconditionally under any contract in accordance with the provisions of this Deed within ten (10) years from the date that the Development is First Occupied unless otherwise provided for in this Deed.
- 1.3 The District Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

2. Discharge of Obligations

- 2.1 At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 2.2 The District Council hereby covenants with the Owner that it shall comply with the obligations expressed to be on its part in this Schedule 1.

SCHEDULE 2 - Covenants by the County Council

1. Use and Repayment of Contributions by the County Council

- 1.1 The County Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree in writing.
- 1.2 The County Council covenants with the Owner that it shall pay to the Owner such amount of any payment made by the Owner to the County Council under this Deed which has not been expended or committed unconditionally under any contract in accordance with the provisions of this Deed within ten (10) years from the date that the Development is First Occupied unless otherwise provided for in this Deed.
- 1.3 The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

2. Discharge Obligations

- 2.1 At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 2.2 The County Council hereby covenants with the Owner that it shall comply with the obligations expressed to be on its part in this Schedule 2.

SCHEDULE 3 – Public Art

1. Public Art

- 1.1 The Owner shall include as part of the Development or in the vicinity of the Development permanent works of Public Art (to the value of the Public Art Cost) the precise nature of the work of art and its precise location(s) to be approved by the District Council six months after Commencement or Occupation, whichever is sooner of any part of the Development.
- 1.2 The said work shall be provided prior to Occupation of any part of the Development.

SCHEDULE 4– Sproughton Mitigation Payment

- 1.1 Prior to the Commencement of Development the Owner shall pay the Sproughton Mitigation Payment to the County Council.
- 1.2 The Owner shall not Commence Development until it has paid the Sproughton Mitigation Payment to the County Council.

SCHEDULE 5– Crèche Provision

1. Crèche Provision

- 1.1 The Owner shall make the Crèche Provision prior to any part of the Development being first Occupied and shall take such steps as may be required to ensure that the Crèche Provision is at all times adequate to meet the standard specified in this Deed.

SCHEDULE 6- Business Brokerage Service

1. Business Brokerage Service Payment

- 1.1 At least twelve (12) months prior to the Occupation of any part of the Development the Owner shall pay the Business Brokerage Payment to the District Council
- 1.2 The District Council shall use the Business Brokerage Payment itself (or pay a third party with the requisite skills and experience) to assist with the production and regular updating of a business brokerage service
- 1.3 The business brokerage service is intended to assist businesses which are in a position to supply services to the Development to identify or to assist them to make contact with the Owner or any organisation appointed by the Owner in order to manage the day to day running of the Development.

SCHEDULE 7- Countryside Management Warden Payment

1. Countryside Management Warden Payment

- 1.1 Six (6) months prior to the Commencement of the Development the Owner shall pay the first instalment of the Countryside Management Warden Payment to the District Council and thereafter shall pay the further instalments of the Countryside Management Warden Payment on the anniversary of the first or most recent payment made until all five (5) instalments have been paid and such payments shall be used by the District Council to undertake the work set out in Schedule 17 (Job Descriptions).
- 1.2 The Owner shall not Commence the Development until the first instalment of the Countryside Management Warden Payment has been paid to the District Council and thereafter the Owner shall pay all successive payments of the Countryside Management Warden Payment to the District Council in accordance with the payment dates set out herein
- 1.3 The District Council covenants with the Owner that it shall use the Countryside Management Warden Payment towards funding the employment of the Countryside Management Warden to carry out the matters set out in Schedule 17

SCHEDULE 8 - Travel Plan

1. Travel Plan Liaison Contribution

- 1.1 The Owner covenants to pay the Travel Plan Liaison Contribution of £75,000 (seventy five thousand pounds) RPI Indexed six months prior to first Occupation of the Development.
- 1.2 The Owner hereby covenants not to Occupy or allow or permit Occupation unless and until the Travel Plan Liaison Contribution of £75,000 (seventy five thousand pounds) RPI Indexed has been paid to the County Council.

2. Interim Travel Plan

- 2.1 The Owner covenants to submit the Interim Travel Plan to the County Council for written approval by the County Council six months prior to the first Occupation of the Development.
- 2.2 Unless otherwise agreed in writing with the County Council the Interim Travel Plan shall:
 - (a) be prepared in accordance with the County Council's Travel Plan Guidance;
 - (b) outline interim targets, objectives and measures to manage the travel needs of the Development;
 - (c) outline remedial measures to manage the needs of the Development;
 - (d) outline a strategy for disseminating information to visitors, employees and suppliers to manage the travel needs of the Development
 - (e) detail measures to carry out travel monitoring and to capture the data of the travel monitoring
 - (f) set out details on the proposed trip rates to determine any interim targets to be agreed;
 - (g) set out in respect of Conferences, measures to encourage the promotion of measures for attendees to use transport other than private vehicles;
 - (h) set out arrangements to ensure that the SnOasis Bus Service, SnOasis Employee Bus Service and SnOasis Shuttle Bus conform to and comply with the Travel Plans.
- 2.3 The Owner hereby covenants not to Occupy or permit or allow the Occupation of the Development unless and until the Interim Travel Plan has been submitted to, and approved in writing, by the County Council.
- 2.4 For the purposes of providing its written approval under paragraphs 2.1 and 2.2 above, the County Council may notify the Owner of any amendments to the submitted Interim Travel Plan that it requires and the Owner shall resubmit the proposed Interim Plan as amended within ten (10) Working Days of the County Council's notification.

- 2.5 In the event that the Owner disagrees with the measures proposed by the County Council under paragraph 2.4 then the Owner and the County Council shall seek to agree any necessary amendments in writing within twenty (20) Working Days of the County Council's notification provided under paragraph 2.4
- 2.6 Where the County Council has not approved the Interim Travel Plan within (i) 4 weeks of its submission by the Owner to the County Council; or (ii) 2 weeks of its resubmission by the Owner following the County Council's notification under paragraph 4 (a) above, it shall be deemed to be approved
- 2.7 The Owner covenants to implement the Interim Travel Plan as approved by the County Council in full

3. **Full Travel Plan**

- 3.1 The Owner covenants to submit the Full Travel Plan to the County Council for written approval by the County Council no more than six (6) months after the first Occupation of the Development ("Six Month Occupation Date") and the Full Travel Plan shall be based on the Interim Travel Plan approved by the County Council
- 3.2 In addition to the detail approved by the County Council in the Interim Travel Plan the Full Travel Plan shall also contain the following detail, unless otherwise agreed in writing with the County Council:
- (a) travel monitoring data of the end users providing a package of measures aimed at promoting more sustainable travel choices and reducing reliance on the private car in relation to the Development
- 3.3 The Owner hereby covenants not to further Occupy or permit or allow the Occupation of the Development beyond the Six Month Occupation Date unless and until the Full Travel Plan has been submitted to, and approved in writing, by the County Council
- 3.4 For the purposes of providing its written approval under paragraphs 3.1 and 3.2 above, the County Council may notify the Owner of any amendments to the submitted Full Travel Plan that it requires and the Owner shall resubmit the proposed Full Plan as amended within 2 weeks of the County Council's notification
- 3.5 In the event that the Owner disagrees with the measures proposed by the County Council under paragraph 3.4 then the Owner and the County Council shall seek to agree any necessary amendments in writing within twenty (20) Working Days of the County Council's notification provided under paragraph 3.4
- 3.6 Where the County Council has not approved the Full Travel Plan within (i) 4 weeks of its submission by the Owner to the County Council; or (ii) 2 weeks of its resubmission by the Owner following the County Council's notification under paragraph 7 (a) above, it shall be deemed to be approved
- 3.7 The Owner covenants to review the requirements of the Travel Plan and to:
- 3.7.1 submit the Full Travel Plan Monitoring Report to the County Council on an annual basis starting from the anniversary of the date that the Full Travel Plan is first approved in writing by the County Council (as notified under paragraph 3.4) and on the anniversary thereafter until the later of

- a) a period of 14 years from the anniversary of the date that the Full Travel Plan was first implemented; or
- b) the date that the Development has been completed and all of the Development has been Occupied

3.7.2 give the County Council notice in writing of the date when the Full Travel Plan is first implemented no later than five Working Days thereafter

4. Travel Plan Co-ordinator:

- 4.1 The Owner shall nominate a Travel Plan Co-ordinator at least six (6) months prior to the estimated date of first Occupation who shall be responsible for the effective implementation, review, management, monitoring and fulfilment of the Travel Plans and shall inform the County Council thereof
- 4.2 The Owner covenants not to Occupy the Development until the contact details of the Travel Plan Co-ordinator has been submitted to the County Council

5. Travel Plan Remedial Measures

- 5.1 If the targets set in the approved Travel Plan are not achieved a Travel Plan Remedial Measures Notice may be served on the Owner by the County Council and on receipt thereof, the Owner covenants to carry out the measures and/or actions specified in the Travel Plan Remedial Measures Notice within the timescales identified within the Travel Plan Remedial Measures Notice
- 5.2 The County Council may request the implementation of one or more of the measures referred to in paragraph 2.2 (c) above to reduce the vehicular impact on the local highway infrastructure generated by the Site and for the avoidance of doubt such requests may also be made by the County Council in respect of the Full Travel Plan
- 5.3 In the event of any dispute in respect of the application of this Schedule then the Parties shall comply with the procedure set out in clause 17 of this Deed

SCHEDULE 9– SnOasis Business Forum

1. **SnOasis Business Forum**

- 1.1 Prior to Commencement of Development the Owner shall make such arrangements as may be necessary to constitute the SnOasis Business Forum in accordance with the provisions of this Schedule.
- 1.2 The Owner shall thereafter take such steps as may be necessary to ensure that the SnOasis Business Forum meets in accordance with the programme set out in this Schedule PROVIDED THAT other than the expense associated with constituting the SnOasis Business Forum and the cost of arranging subsequent meetings the Owner shall not be liable to make any payments or to incur any further expense other than as the Owner may in its absolute discretion agree or such costs as may be required to be incurred in accordance with the provisions of this Deed.

2. **Membership**

- 2.1 Membership shall be drawn from the Local Authority (currently Mid Suffolk District), Suffolk County Council, a regional economic development agency (currently New Anglia Local Enterprise Partnership), a business support agency (currently New Anglia Growth Hub), Job Centre Plus, Suffolk Chamber of Commerce, Central Suffolk Chamber of Commerce together with four (4) business members representing customers and suppliers of the Development.
- 2.2 The Owner shall offer one delegate place to each organisation mentioned in paragraph 2.1 of this Schedule except Mid Suffolk District Council, which shall have two delegates. The Owner shall thereafter offer one delegate place to any organisation subsequently determined by a majority of the persons present at any meeting where the membership and composition of the SnOasis Business Forum is debated and discussed.
- 2.3 In the event that an organisation listed in paragraph 2.1 of this Schedule declines to take up its place, the Owner shall ensure that the SnOasis Business Forum considers whether an alternative organisation should be offered a delegate place, and, if the SnOasis Business Forum decides by a majority of those present at the meeting at which this issue is discussed that an alternative body or organisation should be offered a delegate place, the Owner shall take steps as may be required to offer such delegate place to that organisation or body.

3. **Business of the Forum**

- 3.1 This Forum shall consider and make recommendations as to:
 - (a) meeting the training needs through use of local labour throughout the phases of construction
 - (b) the size, timing, marketing and co-ordination of the "Meet the Buyer" event
 - (c) the formation, implementation and monitoring of the local procurement policy
 - (d) the development and delivery of the business brokerage service

- (e) other local economic development activities as may be approved from time to time
- (f) co-ordination of "place marketing" for tourism and inward investment purposes by partner organisations with SnOasis-related events
- (g) training needs of the operational staff
- (h) information sharing and networking with the local business community.

4. Meetings of the Forum

- 4.1 Meetings shall take place at a venue to be nominated by the Owner, but which shall be within a 10 mile radius of the Development
- 4.2 Meetings shall take place as often as may be agreed by the SnOasis Business Forum PROVIDED THAT the initial meeting shall take place within two (2) months of the date of the commencement of the development.
- 4.3 Regular meetings of the Forum shall be held during the length of the operation of the development.

SCHEDULE 10 – Local Procurement Strategy

1. Local Procurement Strategy

- 1.1 Prior to the Commencement of Development the Owner shall submit to and obtain the approval in writing of the District Council to a Local Procurement Strategy such plan to contain sufficient detail to address the matters set out in paragraphs 2 and 3 of this Schedule .
- 1.2 The Owner shall revise the draft Local Procurement Strategy or any review of the Local Procurement Strategy to take account of any reasonable comments are made in writing by the District Council provided such comments are made within a period of twenty eight (28) days from the date of submission of the draft Local Procurement Strategy to the District Council by the Owner or the date of submission of any review of the Local Procurement Strategy to the District Council by the Owner.
- 1.3 The Owner shall implement and comply at all times at its own expense with the terms of the Local Procurement Strategy.
- 1.4 The Owner shall not permit nor cause any part of the Development to be Occupied unless the Local Procurement Strategy has first been approved in writing by the District Council.

2. Local Labour

- 2.1 The Owner shall advertise employment opportunities in relation to the construction of the Development for a period prior to when the employment of persons with relevant skills will be required, through the establishment of a dedicated website that will co-ordinate recruitment for the development.
- 2.2 The Owner shall use its reasonable endeavours to include a clause in any contract with a contractor employed in any element of the construction of the Development to advertise employment opportunities in relation to the construction of the Development for a period prior to when the employment of persons with relevant skills will be required, through the dedicated recruitment website.
- 2.3 The Owner shall as soon as reasonably practicable provide details of the likely numbers and skills of employees who may be required during the construction of the Development to Job Centre Plus and Mid Suffolk District Council.
- 2.4 The Owner shall advertise employment opportunities in the completed Development for a period prior to when the employment of persons with relevant skills will be required, through a dedicated website that will co-ordinate recruitment for the operation of the development.
- 2.5 The Owner shall use reasonable endeavours to ensure that any organisation to whom management of the whole or any part of the Development shall be delegated, whether by contract or otherwise, shall advertise employment opportunities in the completed Development prior to when the employment of persons with relevant skills will be required, through the recruitment website.
- 2.6 The Owner shall prior to Commencement of Development provide a website and a free to call telephone service whereby any person seeking employment at the Development, or by any of the contractors employed to construct or operate any of

the Development, may make contact to ascertain details of the employment opportunities available and to submit applications for employment and following the provision of the website and free to call telephone service. The Owner shall thereafter maintain the website and free to call telephone number until such time as the District Council has agreed such facilities may be discontinued

- 2.7 The Owner shall ensure that at least one person shall be employed on the Development whose sole employment activity shall comprise any initial assessment, and thereafter a continuing assessment of the skills required to construct and thereafter operate the facilities at the Development, together with a requirement that such person shall then liaise with such organisation businesses and other providers of training and the SnOasis Business Forum to seek to ensure that the requisite skills training is made available within Suffolk so as to give persons in those areas the maximum opportunity to access employment opportunities within the Development.

3. Goods and Materials

- 3.1 The Owner shall use its reasonable endeavours to procure any materials goods local produce or services required for the construction or day to day operation of the Development in the following order of preference:

- (a) within Suffolk
- (b) within the area covered by the New Anglia Local Enterprise Partnership (currently covering Suffolk and Norfolk)

- 3.2 The Owner shall use its reasonable endeavours to ensure that any contractor employed during the construction of the Development or in the subsequent day to day operation of the Development shall procure any materials, goods, local produce or services required for the construction or day to day operation of the Development in the following order of preference:

- (a) within Suffolk
- (b) within the area covered by the New Anglia Local Enterprise Partnership (currently Suffolk & Norfolk)

- 3.3 The Owner shall provide a quarterly report to the SnOasis Business Forum concerning the percentage and monetary value of the procurement activity covered by paragraph 3.2 of this Schedule

- 3.4 The Owner shall establish and maintain a website to co-ordinate any procurement of goods, materials or services involved in the construction and operation of the Development and that website shall give details of tenders, contracts and other businesses opportunities.

- 3.5 The Owner shall use its reasonable endeavours to ensure that any contractor employed during the construction of the Development or in the subsequent day to day operation of the Development shall use the procurement website to link to any tenders, contracts and other businesses opportunities offered by the contractor.

- 3.6 The Owner shall in complying with its obligations under paragraphs 3.1 and 3.2 of this Schedule use its reasonable endeavours to implement any reasonable and proper recommendations as may be communicated to it by the Snoasis Business

Forum and shall further ensure that it will advise any contractors employed by it of such recommendations as are relevant to the operation of the particular contract and ensure that such contractors implement any such recommendations aforesaid.

SCHEDULE 11 – Training Initiatives and Objectives

1. Training Initiatives

- 1.1 The Owner shall not later than twelve (12) months prior to Occupation submit to the District Council a specification for training and recruitment initiative to make Local People aware of employment opportunities within the Development.
- 1.2 The Owner shall liaise with such training and employment agencies as it considers will assist meeting the objectives of the training and recruitment initiative referred to in paragraph 1.1 above and the Training Initiatives Objectives specified in paragraphs 1 to 7 of this Schedule 11.
- 1.3 The training and recruitment initiatives referred to in paragraph 1.2 above shall be implemented by the Owner and shall (at the election of the Owner) include:
 - (a) an advertising campaign aimed at maximising awareness of training initiatives and full and part time employment opportunities within the Development targeted at the employment of job returner, high unemployment groups including but not limited to ethnic minorities and the disabled; and/or
 - (b) the administration of a central database within the Development identifying job opportunities and training initiatives.
- 1.4 The Owner shall inform the District Council at no less than six (6) monthly intervals of measures taken and progress made in furtherance of the training and recruitment initiatives referred to in paragraph 1.2 above and shall within nine (9) months after the date of first Occupation provide the District Council with a written report comprising an appraisal and assessment of the success of the training and recruitment initiatives.
- 1.5 The cost to the Owner of the training interests performed pursuant to this paragraph 1 shall be not less than the Training Initiatives Cost and the Owner shall provide details of such expenditure to the District Council annually.

Training Initiatives Objectives:

1. The provision of funds to training providers shall be subject to prior direction and approval by the District Council where it chooses to exercise its discretion, to develop with the Owner an offer of specific courses so as to ensure that persons within Suffolk and North Essex have the requisite skills to be able to apply for and access job opportunities at the Development.
2. Such training may include courses in construction, retail management, business management, service management, customer care and marketing, adult literacy and numeracy, land management and security, property maintenance, landscaping and garden maintenance, hospitality, cleaning, food preparation or similar for local residents in the vicinity of the Development.
3. Assistance with initial development of the above courses and to provide sufficient funding to enable them to become sufficiently established so as to attract mainstream funding from other sources.

4. Through the SnOasis Business Forum consult with the businesses who will construct or occupy the Development, with a view to ensuring that the courses made available are suitable to meeting their needs and will ensure that the monies spent on this objective are in line with those needs.
5. Following the opening of the Development consult with the owners of the businesses on the Development so as to ensure that the courses remain relevant to their needs.
6. To assist persons with attending training and education facilities where such cannot be provided within a thirty minute drive time of the Development, and such assistance may include, but is not limited to, assistance with:
 - (a) transport costs
 - (b) the cost of childcare
 - (c) the cost of essential equipment
 - (d) the cost of tuition fee

SCHEDULE 12 – Meet the Buyer Event

1. The Owner shall from the Commencement of Development for a period of five (5) years after the last part of the Development has been Occupied organise the Meet the Buyer Event in accordance with the provisions of paragraphs 1 to 5 of this Schedule 12.
2. **Purpose of the Event**
 - 2.1 The purpose of the Meet the Buyer Event is to enable local producers and suppliers to meet the Owner and any operator constructors and occupiers of the Development to discuss the provision of goods and services to the Development.
3. **Frequency of Event**
 - 3.1 The Meet the Buyer Event shall take place at least annually and the first meeting shall be organised to occur no more than 2 months after the Commencement of Development or at a date to be mutually agreed by Mid Suffolk District Council.
4. **Attendance at Event**
 - 4.1 The Meet the Buyer Event shall be open to any person who wishes to attend, and the District Council shall be entitled to attend for the whole of or part of the Meet the Buyer Event.
5. **Publicity for Event**
 - 5.1 The owner shall advertise the date of the Meet the Buyer Event no more than four (4) months in advance of the intended date and no less that two (2) months in advance of the intended date.
 - 5.2 The Owner shall advertise the date of the Meet the Buyer event in newspapers circulating in Suffolk and also use social media and networks through members of the SnOasis Business Forum to promote the event.
 - 5.3 The Meet the Buyer Event shall be held at a suitable venue within a ten (10) mile radius of the Development.
 - 5.4 The Owner shall provide copies of all press advertisements for the Meet the Buyer Event and copies of letters inviting attendees to the District Council within 14 days of the advertisements appearing in newspapers or 14 days of the date of despatch of the letters of invitation.
 - 5.5 The Owner shall prepare a programme of contracts and franchises which are to be made available or likely to be made available over the twelve month period following a Meet the Buyer Event and shall make such arrangements as may be necessary to permit attendees at the event to make an offer or to be given the opportunity to submit bids or tenders in respect of such contracts and franchises.
 - 5.6 The Owner shall provide a quarterly monitoring report to the SnOasis Business Forum detailing the number of contracts awarded the number of bids or tenders submitted and the success rate of attendees in the award of such programmes and contracts as have been offered at the Meet the Buyer Events.

5.7 Meet the Buyers Events will be held at least annually until full Occupation of the Development.

SCHEDULE 13– Ecological Mitigation and Management Plan

- 1.1 The Owner shall make the following payments (the “**Ecological Mitigation and Management Payments**”) to the District Council pursuant to the Ecological Mitigation and Management Plan provided that the details of the timing and phasing of such payments shall be submitted to the District Council for approval by the District Council above and such payments shall be made in accordance with the timing and phasing details so approved:
- (a) sixty thousand pounds (£60,000) solely for the District Council to use to fund research into the effects of translocation upon great crested newts in connection with the Development;
 - (b) twenty thousand pounds (£20,000) solely for the District Council to use to fund research on habitat creation in connection with the Development;
 - (c) if the farmland birds monitoring to be included in the Ecology Mitigation and Management Plan shows a significant reduction in farmland birds three thousand pounds (£3,000) solely for the District Council to use to fund the Farming and Wildlife Advisory Group (Suffolk) to carry out work promoting the conservation of farmland birds in Suffolk.

SCHEDULE 14 – Landscape Mitigation and Management Plan

1. Landscape Mitigation Payment

- 1.1 Prior to the Occupation of the Development the Owner shall pay the Landscape Mitigation Payment to the District Council and such payment shall be used by the District Council to alleviate the landscape impact of the Development in the vicinity of the Site.
- 1.2 The District Council covenants with the Owner that it shall use the Landscape Mitigation Payment towards alleviating the landscape impact of the Development in the vicinity of the Site.

SCHEDULE 15 - Waste and Disposal Compensation Payment

- 1.1 Prior to Commencement of Development the Owner shall pay the first instalment of £200,000 (two hundred thousand pounds) of the Waste and Disposal Compensation Payment RPI Indexed to the County Council
- 1.2 The Owner shall not Commence Development until the first instalment of the Waste and Disposal Compensation Payment is made to the County Council
- 1.3 The Owner shall pay the second instalment of £200,000 (two hundred thousand pounds) of the Waste and Disposal Compensation Payment to the County Council RPI Indexed on the first anniversary of the first instalment
- 1.4 The Owner shall not continue to Occupy the Development after the first anniversary of the first instalment until the second instalment is paid
- 1.5 The Owner shall pay the third instalment of £200,000 (two hundred thousand pounds) of the Waste and Disposal Compensation Payment to the County Council RPI Indexed on the second anniversary of the first instalment
- 1.6 The Owner shall not continue to Occupy the Development after the second anniversary of the first instalment until the Waste and Disposal Compensation Payment RPI Indexed is paid in full

SCHEDULE 16 – Community Woodland

1. Community Woodland

- 1.1 Prior to the Commencement of Development the Owner shall submit to and obtain the written approval of the District Council of a Community Woodland Plan such plan to contain sufficient provision to address the matters set out in paragraph 2 of this Schedule 16 including arrangements for the provision of Public Liability insurance to be continually in place.
- 1.2 The Owner shall revise the Community Woodland Plan to take account of any reasonable comments as are made in writing by the District Council provided such comments are made within a period of twenty eight (28) days from the date of submission of the draft Community Woodland Plan to the District Council by the Owner.
- 1.3 The Owner shall implement and comply at all times at its own expense with the Community Woodland Plan and other requirements arising from the Community Woodland Plan and in particular:
 - (a) the Owner shall commence the planting and other works required for the implementation of the Community Woodland Plan in the first planting season after the Commencement of Development and thereafter in accordance with the phasing approved as part of the Community Woodland Plan;
 - (b) the Owner shall complete the works in accordance with the phasing approved as part of the Community Woodland Plan but in any event shall complete the same by no later than the expiry of two (2) years after the date of the Occupation within the Development;
 - (c) following completion of the works to establish the Community Woodland in accordance with the Community Woodland Plan the Owner shall maintain the same such maintenance including the maintenance of a weed and grass free area of one (1) square metre around each planted tree and shrub through the use of an appropriate herbicide or mulch and the replacement of all planted trees and shrubs which fail and the maintenance of the rides and glades, ponds, fencing, access points, car park and other works provided for in the Community Woodland Plan.
- 1.4 The Owner shall permit members of the public access on foot to the Community Woodland PROVIDED THAT
 - (a) such Community Woodland shall remain private land and the Community Woodland or any part thereof shall not be dedicated as or become public open space or highway or contain any public rights of way or be deemed to be or have become hereunder;
 - (b) the Owner may prevent such access (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into effect by means of prescription or other process of law.
- 1.5 The Owner shall allow public access to the Community Woodland following the completion of its planting and other works on such terms as may be agreed in

writing with the District Council PROVIDED THAT such terms shall include and be no less than to:

- (a) be that access shall be to the whole of the Community Woodland;
- (b) be that access shall be for members of the public on foot;
- (c) allow for temporary closure for no longer than is necessary for the maintenance of the Community Woodland;
- (d) allow for temporary closure for no longer than is necessary in the event of emergencies;
- (e) allow for closure to the extent necessary to allow development pursuant to any planning permission granted after the date of this Deed (other than the Existing Permission);
- (f) allow the Owner to prevent such access (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into effect by means of prescription or other process of law;

2. The Community Woodland Plan shall provide for the creation of an approximately 12 hectare broad leaved woodland on the following basis:-

- (a) it shall insofar as relevant take into account and be designed to contribute towards the targets contained in the Forestry Commission's Regional Woodland Strategy and the Suffolk Biodiversity Action Plan (as adopted by the District Council and the County Council) and shall be prepared in accordance with the Forestry Commission's Community Woodland Design Guidelines (FCG1004)
- (b) provision shall be made for a series of wide rides and glades (amounting to a minimum of 20% of the total area) with
 - i. at least one main ride from the western boundary of the Community Woodland along a roughly north-westerly to south-westerly orientation averaging 30 metres in width with slight variations in width along its length and on a sinuous alignment
 - ii. at least 2 cross rides of a minimum width of 20 metres and on a sinuous alignment and intersecting with the main ride(s)
 - iii. at least 3 glades shall be created (with an area of approximately 0.015 hectares) and 2 of the glades shall be at the intersection of rides
- (c) provision shall be made for two new woodland ponds (with shallow margins) on the norther edge of suitable glades
- (d) planting shall consist of broad leaved tree and shrub species that are native to England and that are typical of existing ancient semi-natural woodlands in the vicinity with the mix being provisionally as follows (and subject to detailed design for the Woodland Plan):-

20% Pedunculate Oak

20% Hazel

10% Hornbeam

20% Field Maple

10% Wild Cherry

20% wood shrubs – only the occasional Wild Service Tree (less than 1%). Also include spindle.

PROVIDED THAT:

- i. the overall stocking density shall be at a rate of 2500 trees per hectare (allowing for the open space areas to be provided under sub-paragraph (b) of this paragraph 2) with planting generally at an average of 2 metre spacing (with larger trees at 3 metre spacing smaller trees and woody shrubs at closer than 2 metres spacing)
 - ii. Woody shrubs shall be concentrated around the outside edge of the area of the Community Woodland and the outside edge of rides and glades
- (e) rides and glades shall be sown with wild grass seed (native to England) appropriate to the soil type mixture and local dead wood (sourced from ancient semi-natural woodlands in the general vicinity of the Site) shall be introduced to help to inoculate the area with fungi and invertebrates such dead wood to comprise not less than 3 tonnes of material
- (f) the whole of the area planted for the purposes of the Community Woodland Plan shall be fenced (with appropriate access points) against deer incursion in accordance with Forestry Commission Bulletin 102 Forestry Fencing 1999) and to British Standard 1722 part 2 and in particular so as to exclude Roe and Muntjac deer with fencing being buried in the ground to at least a depth of one hundred and fifty millimetres (150mm)
- (g) trees and shrubs shall be protected individually by clear 70cm plastic spirals (preferably biodegradable spiral guards – Treebio or similar) or shrub shelters as appropriate to prevent damage from rabbit and hares and to facilitate easier maintenance
- (h) appropriate measures shall be made to prevent incursion by the public or visitors to the Development by vehicle or cycle or by horse to the Community Woodland
- (i) Provision shall be made for appropriate information boards or other resources to assist users of the Community Woodland with the requirements for proper use thereof and with interpretation and understanding of the environment and facilities therein
- (j) provision shall be made for phasing for the carrying out of the planting and other requirements in this paragraph 2 after the Commencement of Development

SCHEDULE 17 – Job Descriptions

1. Countryside Management Warden Job Description

- 1.1 During the detailed planning, development and operational phases, the SnOasis Countryside Management Warden Payment will fund a full time equivalent senior countryside officer grade post within the District Council's Countryside and Public Realm team.
- 1.2 The post-holder will be responsible for overseeing the planning and implementation of the proposed on and off Site 'green infrastructure' associated with the Development. This will cover work involved with establishing and maintaining the proposed on site woodland and other structural planting and landscaping, proposed ecological mitigation area, off Site planting and proposals contained within the Public Access Plan
- 1.3 The following duties will be undertaken:
 - (a) to prepare and implement a countryside management strategy for the Development and its surroundings to include schemes of general enhancement in the countryside to maintain or improve the landscape character of the area and to maintain, improve or create wildlife habitats
 - (b) to oversee the implementation of ecological mitigation area plans and the maintenance of related ecological mitigation areas within the Development
 - (c) to assist the public rights of way officer and others to improve access to the countryside on the rights of way network through the implementation of the Public Access Plan, including helping with practical work associated with Public Path Creation Order, and the provision and maintenance of promoted recreational paths
 - (d) to oversee the preparation of environmental and interpretive material to raise the public's understanding and enjoyment of the SSSI visitor centre and countryside relating to the Development, including environmental education programmed with schools
 - (e) to encourage participation in the development of countryside projects associated with the Development by liaising and promoting co-operation with landowners, local amenity and voluntary groups, Parish Councils and local and statutory organisations
 - (f) to conserve and enhance the landscape and wildlife habitats of the Development and its surroundings and to improve public access to the countryside by a range of appropriate practical works, including work to be undertaken by volunteers
 - (g) to improve and provide opportunities for informal countryside recreation within the vicinity of the Development
 - (h) to provide information about countryside management to residents and visitors through interpretive material, newsletters, speaking at meetings and promotional events
 - (i) to keep a record of all work undertaken, meetings attended and comments received related to countryside management issues

- (j) to prepare and present reports to committees in respect of related countryside management schemes as necessary
- (k) to closely work with appropriate agencies, authorities and partners on the development, funding and implementation of countryside schemes related to the Development
- (l) attend meetings of the SnOasis Liaison Group as necessary

SCHEDULE 18 – Public Access

- 1.1 Upon the Commencement of Development the Owner shall pay the County Council the Public Access Contribution to be used by the County Council to support the integration of SnOasis into the local countryside access network through engagement with local communities, small scale access improvements, promoting the area through Discover Suffolk and leaflet production and to complete the public rights of way for works for the new routes shown marked on the Public Access Plan entitled "Indicative PROW Improvements" attached hereto and to make appropriate orders so as to enable these routes to be dedicated as public rights of way.
- 1.2 The Owner shall not Commence the Development until it has paid the Public Access Contribution to the County Council
- 1.3 In pursuit of its objectives under paragraph 1.1 and in seeking to integrate the Site with the footpaths within the local footpath network only as shown on the Public Access Plan, where the County Council requires access within the Site to be permitted to the public the County Council shall provide the Owner with details of any such required access arrangements and the Owner shall permit such access as agreed in writing by the County Council
- 1.4 The Owner covenants with the County Council to enter into a Public Path Creation Agreement with the County Council for the creation of a public path prior to Occupation and not to Occupy the Development until the Public Path Creation Agreement has been entered into.
- 1.5 The Owner agrees with the County Council that it will not seek compensation as a result of the Public Path Creation Agreement and Public Path Creation Order on the land within its ownership and that it will not object to the making of the Public Path Creation Order for the public path on the land within its ownership.

SCHEDULE 19– SUSTAINABLE ENERGY

1. Sustainable Energy

- 1.1 Prior to the Commencement of the Development the Owner covenants to submit to the District Council a Sustainable Energy Strategy
- 1.2 The Sustainable Energy Strategy shall:
 - (a) be based on the sustainable energy strategy submitted by the Owner to the Council as part of the Reserved Matters; and
 - (b) include details and measures to ensure that the Sustainable Energy Target is achieved
- 1.3 The Sustainable Energy Strategy approved by the Council shall be adhered to for the duration of the Development.

SCHEDULE 20 - Decommissioning Plan

1. The Owner shall not Commence the Development until it has submitted to and obtained the approval in writing of the District Council to a Decommissioning Plan such plan to contain sufficient detail to address the matters set out below
2. The Owner shall revise the draft Decommissioning Plan or any review of the Decommissioning Plan to take account of any reasonable comments as are made in writing by the District Council provided such comments are made within a period of twenty eight (28) days from the date of submission of the draft Decommissioning Plan or the date of submission of any review of the Decommissioning Plan
3. The Owner shall implement and comply at all times at its own expense with the terms of the approved Decommissioning Plan which shall contain a mechanism for identifying and notifying the Council of the cessation of the use of the Ski Dome Ski Slope (as identified on the Masterplan submitted as part of the Application and such other structures as the Council require to be included the Decommissioning Plan, to include provisions for the decommissioning, demolition and transport / after use of materials
3. All demolitions will need to be in accordance with BS6187:2000. The Code of Practice for Demolition or any equivalent in force at the time of works pursuant to the Decommissioning Plan

3.1 The Decommissioning Plan shall include the following:

Soft Strip

- Survey and investigation of services, materials and original specification;
- Intrusive survey for hazardous materials if required;
- Temporary lighting, power and emergency signages;
- Removal of furniture and fittings such as carpets and curtains, doors and architraves;
- Removal and safe disposal of hazardous materials;
- Location / diversion of functional services;
- Removal of redundant services and non-structural elements, such as partitions.

Demolition

- Survey of type and height of structure and nature of construction;
- Removal of linking services;
- Health and safety and environmental audits;
- Risk assessment on and off Site;
- Nature and value of materials and any plant;

- Assessment of quantities of materials;
- Management plan for materials streams and their disposal

SCHEDULE 21 – SnOasis Liaison Group

4. SnOasis Liaison Group

- 4.1 The Owner shall upon the Commencement of Development make such arrangements as may be necessary to constitute the SnOasis Liaison Group in accordance with the provisions of paragraphs 2 to 5 of this Schedule 21.
- 4.2 The Owner shall thereafter take such steps as may be necessary to ensure that the SnOasis Liaison Group meets in accordance with the arrangements set out in paragraphs 2 to 5 below PROVIDED THAT other than the expense associated with constituting the SnOasis Liaison Group and the cost of arranging subsequent meetings the Owner shall not be liable to make any payments or to incur any further expense other than as the Owner may in its absolute discretion agree or such costs as may be required to be incurred in accordance with the provisions of this Deed.

5. Purpose

- 5.1 To allow for reporting on conditional matters, construction and operational information, including: monitoring, programmed activity expected during the first twelve months of construction, other relevant information relating to the Development;
- 5.2 Updated on items of interest to the local community.
- 5.3 To allow residents to raise areas of concern.
- 5.4 To allow the Owner the chance to answer questions raised by local residents.
- 5.5 To help to give local residents an understanding of any technical information available as part of the Development.

6. Membership

- 6.1 Core membership
- 6.2 District Council elected representatives for the Blakenham Ward and for Claydon and Barham Ward
- 6.3 Suffolk County elected representative for the Gipping Valley Division
- 6.4 One representative from each of the parish councils of Great Blakenham, Bramford, Claydon, Little Blakenham, Baylham and Nettlestead
- 6.5 A portfolio holder and designated officer from the District Council
- 6.6 The Owner and no more than 3 representatives of the businesses on the Site

7. Other Members

Representatives of such organisations or public bodies as the core members may invite from time to time

8. Meetings of the Group

- 8.1 The group will be chaired in rotation by the District Council representatives for Great Blakenham and Claydon & Barham
- 8.2 Administration of the group will be provided by the Owner
- 8.3 The group will meet quarterly or more frequently at the request of the Chairman
- 8.4 Other persons may be invited with the agreement of the chair
- 8.5 The group is not open to member of the general public, including the media, but they may be invited with the agreement of the chair
- 8.6 The working and composition of the group will be reviewed every year

SCHEDULE 22 – SnOasis Shuttle Bus and SnOasis Bus Service and Snoasis Employee Bus Service

- 1.1 The Owner shall submit the SnOasis Bus Strategy to the County Council for its written approval six months prior to First Occupation
- 1.2 The Owner shall not Commence Development unless and until the SnOasis Bus Strategy has been submitted to and approved in writing by the County Council
- 1.3 The Owner shall adhere to the provisions of the SnOasis Bus Strategy as approved by the County Council
- 1.4 The SnOasis Bus Strategy shall include the detail concerning the delivery and establishment of the SnOasis Employee Bus Service, the SnOasis Bus Service and the SnOasis Shuttle Bus such detail to be substantially in accordance with the Shuttle Bus Service Level Agreement appended to this Deed at Appendix C.
- 1.5 The Owner and the County Council agree that the SnOasis Bus Strategy can be reviewed by the Owner from time to time in consultation with the County Council and the District Council taking into account actual usage and/or may be reviewed as part of the review of the Travel Plans and the SnOasis Bus Strategy may be amended as agreed through either of these processes
- 1.6 The Owner and the County Council agree that the delivery of the SnOasis Employee Bus Service the SnOasis Bus Service and/or the SnOasis Shuttle Bus can be delivered together and as part of the same service where practicable and feasible as set out in the SnOasis Bus Service Service Level Agreement
- 1.7 Subject to paragraph 1.9 of this Schedule the Owner shall provide the County Council on the date of this Deed with the SnOasis Shuttle Bus Bond and the SnOasis Bus Service Bond
- 1.8 Where the Owner does not provide the County Council with the SnOasis Shuttle Bus Bond and / or the SnOasis Bus Service Bond it shall provide the Council with the SnOasis Shuttle Bus Cash Deposit and / or the SnOasis Shuttle Bus Service Cash Deposit (as appropriate) and this shall be provided by the Owner to the County Council on the date of this Deed
- 1.9 Where in the opinion of the County Council (acting reasonably) the Owner fails to carry out in full the requirements in the SnOasis Bus Strategy and to deliver the SnOasis Shuttle Bus and or the SnOasis Bus Service the County Council shall provide the Owner with written notice outlining the matters to be addressed together with a written explanation as to why it considers the SnOasis Bus Strategy is not being complied with
- 1.10 The Owner shall be given 10 Working Days to provide a response to the County Council's notice served on the Owner under paragraph 1.9 detailing to what extent it agrees with the suggested breaches and outlining measures to remedy any breaches such measures to be agreed between the Owner and the County Council (the "**Agreed Measures**") and to be carried out by the Owner within one month of any such agreement being reached to ensure adherence to the SnOasis Shuttle Bus Strategy

- 1.11 Following agreement of the Agreed Measures the Owner shall be given at least one month to implement the Agreed Measures or such longer period to be agreed between the Owner and the County Council
- 1.12 In the event that the Owner has not undertaken the Agreed Measures the County Council may itself carry out the measures and may call in the SnOasis Shuttle Bond and or the Shuttle Bus Service Bond or utilise the SnOasis Shuttle Bus Cash Deposit and / or the SnOasis Shuttle Bus Service Cash Deposit (as appropriate) in order to recover all costs fees and expenses incurred by the County Council in so doing.

SCHEDULE 23 – Stowmarket Railway Station Footbridge

Part 1: Operation of the Stowmarket Railway Footbridge

- 1.1 The Owner Shall procure that the Stowmarket Railway Station Footbridge is delivered, completed and operational prior to Occupation
- 1.2 Unless otherwise provided in this Schedule 23 the Owner shall not Occupy the Site until the Stowmarket Railway Station Footbridge is delivered, completed and operational
- 1.3 The Owner shall provide the Council with the First Progress Report immediately after Commencement of Development and shall provide the County Council with the Further Progress Reports every 6 months after Commencement of Development until Occupation or any other time frames agreed in writing by the County Council.
- 1.4 The Owner shall not Occupy the Site unless it has undertaken the Final Progress Report.

Part 2: First Review

- 2.1 In the event that the Owner considers that there will be delay to the delivery, completion and operation of the Stowmarket Railway Station Footbridge it shall notify the County Council of such in writing at least sixty [60] Working Days prior to Occupation and shall provide the County Council with the following details for approval by the County Council and this shall constitute the First Review:
 - (a) an explanation setting out fully the reasons why the Owner considers that it is not possible and/or practicable to deliver and complete the Stowmarket Railway Station Footbridge so that it is operational prior to Occupation
 - (b) an explanation together with supporting evidence as to what Reasonable Endeavours the Owner has taken in order to procure the delivery and completion of the Stowmarket Railway Station Footbridge so that it is operational prior to Occupation
 - (c) the amount of any costs incurred with respect to the works required to deliver and complete and make operational the Stowmarket Railway Station Footbridge prior to Occupation
 - (d) any proposed alternative timescales and programme details concerning the delivery and completion and operation of the Stowmarket Railway Station Footbridge, including a temporary alternative arrangement ("**Temporary Arrangements**")
- 2.2 The County Council may request the Owner to provide further information and/or explanation as it considers reasonably necessary in relation to the information provided pursuant to paragraph 2.1 above within 10 (ten) Working Days of receipt of the Owners' notification pursuant to paragraph 2.1 above and the Owner shall provide such information and/or explanation of issues raised within 10 (ten) Working Days of receipt of such request
- 2.3 Following receipt of such notice provided to the County Council by the Owner pursuant to paragraph 2.1 and further information pursuant to paragraph 2.2 where the County Council is satisfied following the First Review that the Owner is unable

to comply with Part 1 above, the County Council may permit the Owner to deliver and complete the Temporary Arrangements but subject to paragraphs 2.4 and 2.5 below

- 2.4 In the event that the County Council following the First Review agrees in writing to the Temporary Arrangements the Owner shall not Occupy the Site until it has procured the Temporary Arrangements and the Owner shall give the County Council notice in writing of Occupation ("**First Occupation Date**")
- 2.5 In the event that paragraph 2.4 applies, the Owner Shall continue to use its Reasonable Endeavours to comply with Part 1 above in accordance with the timescales agreed in writing with the County Council following the First Review, including a revised timescale for the completion and operation of the Stowmarket Railway Station Footbridge and in any event no later than 12 months from the **First Occupation Date ("First Anniversary ")**
- 2.6. The Owner shall not allow any further Occupation of the Site beyond the First Occupation Date until it has complied with Part 1 above, save that the reference to "Occupation" and "Occupy" shall be taken to refer to any further Occupation as agreed in writing by the County Council pursuant to the First Review

Part 3: Second Review

- 3.1 In the event that the Owner considers that it is unable to comply with paragraph 2.5 and 2.6 above, it shall notify the County Council thereof in writing at least sixty [60] Working Days prior to the First Occupation Date Anniversary and shall submit its proposed revised timescales and programme details concerning the delivery, completion and operation of the Stowmarket Railway Footbridge to the County Council when doing so and this shall constitute the Second Review.
- 3.2 The provisions of paragraph 2.1 and 2.2 of Part 2 above shall apply with regard to the Second Review, save that the reference in paragraph 2.1(d) shall be taken to refer to the proposed revised timescale and programme details as set out in paragraph 3.1 above ("**Further Temporary Arrangements**").
- 3.3 The provision of paragraphs 2.3 and 2.4 of Part 2 above shall apply with regard to the Second Review save that the reference in paragraph 2.3 and 2.4 shall be taken to refer to the Further Temporary Arrangements instead of Temporary Arrangements
- 3.4 The provisions of paragraph 2.5 and 2.6 of Part 2 above shall apply with regard to the Second Review save that reference in paragraphs 2.5 to 12 months shall instead mean 24 months (" the First Occupation Date ("Second Anniversary")) and 2.6 shall be taken to refer to the First Occupation Date Second Anniversary on instead of the First Occupation Date First Anniversary and the reference to the First Review shall mean the Second Review.

Part 4: Stowmarket Railway Station Footbridge Security

- 4.1 In the event that the Owner is unable to comply with paragraphs 1.1 and 1.2 of Part 1, it shall notify the County Council thereof in writing at least sixty (60) Working Days prior to the First Occupation Date Second Anniversary
- 4.2 In the event paragraph 4.1 applies, the Owner shall cease to Occupy or permit Occupation of the Development forthwith

- 4.3 In the event that paragraph 4.1 applies the Owner shall provide the County Council with the Stowmarket Railway Station Footbridge Security within Sixty [60] Working Days of the completion of the Second Review and shall continue to deliver the Temporary Arrangements as agreed by the County Council.
- 4.4 The Stowmarket Railway Footbridge Security shall comprise: -
- 4.4.1 a payment to the County Council to be made before the First Occupation Date Second Anniversary to cover the full cost of procuring that the Stowmarket Railway Footbridge is delivered, completed and is operational ; and
- 4.4.2 any further and incidental costs agreed between the County Council and the Owner or in default of agreement, as determined pursuant to clause 17.
- 4.5 The County Council shall use or apply the Stowmarket Railway Station Footbridge Security forwards the procurement of the Stowmarket Railway Station Footbridge.
- 4.6 The provisions of paragraph 2.1(c) shall apply in the assessment of the Stowmarket Railway Station Footbridge Security
- 4.7 Any sum paid to the County Council by the Owner comprising the Stowmarket Railway Footbridge Security and which is unspent after 10 years from the date of being paid by the Owner to the County Council shall be returned to the Owner by the County Council within twenty (20) Working Days of the receipt of a written request being made by the Owner to the County Council.