

DATE

11<sup>th</sup> June

2020

**(1) IPSWICH BOROUGH COUNCIL**

**and**

**(2) SUFFOLK COUNTY COUNCIL**

**and**

**(3) EAST OF ENGLAND CO OPERATIVE SOCIETY LIMITED**

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**AGREEMENT**

Pursuant to Section 106 Town and Country Planning Act 1990  
as amended and other statutory provisions  
relating to Land at 22-31 and Dairy Crest, Boss Hall Road, Ipswich

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Legal Services  
Ipswich Borough Council  
Grafton House  
15-17 Russell Road  
Ipswich  
Suffolk  
IP1 2DE  
Legal/IP0007.515

THIS DEED OF AGREEMENT is made the 11<sup>th</sup> day of June

2020

**BETWEEN:**

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**"); and
3. **EAST OF ENGLAND CO-OPERATIVE SOCIETY LIMITED** (Company registration number IP01099R) whose registered office is at Wherstead Park The Street Wherstead Ipswich Suffolk IP9 2BJ (hereinafter called "**the Owner**")

**RECITALS**

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an Authority who may enforce the planning obligations herein.
- (B) The County Council is the county planning authority and is also a local highway authority for the purposes of the Highways Act 1980 a local education authority under the relevant enactment and local library authority who may enforce the planning obligations herein.
- (C) The Property comprises land registered at HM Land Registry under title numbers SK257977 and SK349300.
- (D) The Owner is the freehold owner of the Property
- (E) The Owner has submitted the Application to the Borough Council for the grant of the Permission for the Development of the Property and the Borough Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- (F) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (G) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.

## OPERATIVE PROVISIONS

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

### General Definitions

<b>"the 1990 Act"</b>	means the Town and Country Planning Act 1990 as amended
<b>"the Application"</b>	means the planning application given reference IP/18/00948/OUTFUL submitted by the Owner and registered by the Borough Council on 24 <sup>th</sup> October 2018
<b>"BCIS Index"</b>	means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Borough Council County Council and the First Owner
<b>"BCIS Indexed"</b>	the increase in the Highways Contribution by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 33 of this Deed.
<b>"Commencement Date"</b>	means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this agreement:-  a) the demolition of any existing buildings or structures  b) site investigations or surveys  c) site decontamination works  (d) archaeological investigations;  (e) environmental site investigations;

	<p>(f) fencing erected for ecological reasons</p> <p>(g) investigation works;</p> <p>(h) site reclamation;</p> <p>(i) site clearance including earthworks, re-grading and landscape clearance works;</p> <p>(j) termination or diversion of existing services;</p> <p>(k) provision of temporary construction site accommodation;</p> <p>(l) erection of hoardings, temporary enclosures, fences and other security measures;</p> <p>(m) provision of temporary haul roads; and</p> <p>(n) works and operations to enable any of the foregoing to take place,</p> <p>and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly</p>
<b>"the Councils"</b>	means the Borough Council and the County Council
<b>"Deed"</b>	means this Deed of Agreement
<b>"Development"</b>	means the Development permitted under the Permission
<b>"Dwelling"</b>	means a commercial unit forming part of the Development to be constructed in accordance with the Permission
<b>"Highways Contribution"</b>	Means the sum of ten thousand pounds (£10,000.00) and BCIS Indexed
<b>Late Payment Interest</b>	means interest calculated at the rate of 3% above the base lending rate from time to time of Bank of England
<b>"Notice of Expected Commencement"</b>	notice in writing to advise of the expected date of Commencement
<b>"the Obligations"</b>	means the obligations provisions requirements conditions or other burdens set out in this Deed

<b>“Occupation”</b>	means occupation for the purpose permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly
<b>“the Permission”</b>	means the planning permission granted pursuant to the Application in the form annexed to this Deed
<b>“the Plan”</b>	means the plan annexed at the Schedule hereto and marked “Plan”
<b>“the Property”</b>	means the freehold land shown edged red on the Plan and situated at Boss Hall Road Industrial Estate, Sproughton Road, Ipswich in the County of Suffolk the title to which is registered at HM Land Registry under title number SK257977 and SK349300
<b>“Traffic Regulation Order”</b>	means an order made under the Road Traffic Regulation Act 1984 to regulate restrict or prohibit the use of a road or any part of a road by vehicular traffic or pedestrians.”

- 2 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed.
- 3 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 4 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 5 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that enactment regulation or order or deriving validity from it.

- 6 References in this Deed to the Councils shall where the context so admits include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.
- 7 Reference in this Deed to the Owner shall include successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
- 8 Headings in this Deed are not intended to be taken into account in its construction or interpretation
- 9 "Including" means "including, without limitation".
- 10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by another person.
- 11 Where more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

#### **STATUTORY PROVISIONS AND COVENANTS**

- 12 This Deed is made in pursuance of:-
  - Section 106 of the 1990 Act
  - Section 111 of the Local Government Act 1971
  - Section 1 of the Localism Act 2011and all other enabling legislation.
- 13 The obligations created in the Second Schedule and the Third Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title.
- 14 Insofar as any of the covenants contained in this Agreement are not planning obligations within section 106 of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 15 This Deed is conditional upon:
  - (i) the grant of the Permission; and
  - (ii) the Commencement of Development

save for the provisions of this clause and clauses 20-31, 42,43, 45 and 46 shall come into effect immediately upon completion of this Deed.

- 16 The Owner covenant with the Borough Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.
- 17 The Owner covenant with the County Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.
- 18 The Borough Council covenants with the Owner as set out in Part 1 of the Third Schedule.
- 19 The County Council covenants with the Owner as set out in Part 2 of the Third Schedule.

#### **AGREEMENTS AND DECLARATIONS**

- 20 This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of an Obligation contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.
- 21 This Deed shall be a local land charge and shall be registered as such.
- 22 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.
- 23 The Owner shall pay to the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof limited to the sum of £1,000 inclusive of Vat (if applicable).
- 24 The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such information as the Borough Council and/or County Council within its reasonable discretion considers it reasonably requires in order to determine whether the terms and conditions of this Deed are being observed.
- 25 The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 26 Nothing in this Deed prohibits or limits the right to develop any part of the Property or any neighbouring property belonging to the Owner in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 27 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the

Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.

- 28 If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) on the application of either party and such person shall act as an expert and shall make a decision within 28 days and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 29 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 30 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.
- 31 The Obligations contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act.
- 32 If the Highways Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due until the date of payment.
- 33 The Highways Contribution shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula  $A = B \times C/D$  where:
- 33.1 A is the sum payable under this Deed;
- 33.2 B is the original sum calculated as the sum payable;
- 33.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
- 33.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
- 33.5 C/D is greater than 1
- 34 The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times subject to the



adherence to the Owner and Owner's contractors health and safety rules and regulations pertaining to the site from time to time to enter into and upon and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.

- 35 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived.
- 36 The Owner covenants and warrants to the Councils that they have full power to enter into this Deed and that there is no other person having a registered charge over or any registered binding interest in the Property, whose consent is necessary to make this Deed binding on the Property and all estates and interests therein.
- 37 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such validity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 38 No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the covenants terms of conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 39 The Owner covenants with the Councils to give each of them written notice of any change in Ownership of any of its interests' in the Property (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in Ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
- 40 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 41 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:
- (a) Commencement of Development;
  - (b) Occupation of the 1<sup>st</sup> Dwelling;

The address for any notice or other written communication in the case of each party to this Deed shall be as follows:

The District Council	The Head of Development, Grafton House,15-17 Russell Road,Ipswich,IP1 2DE
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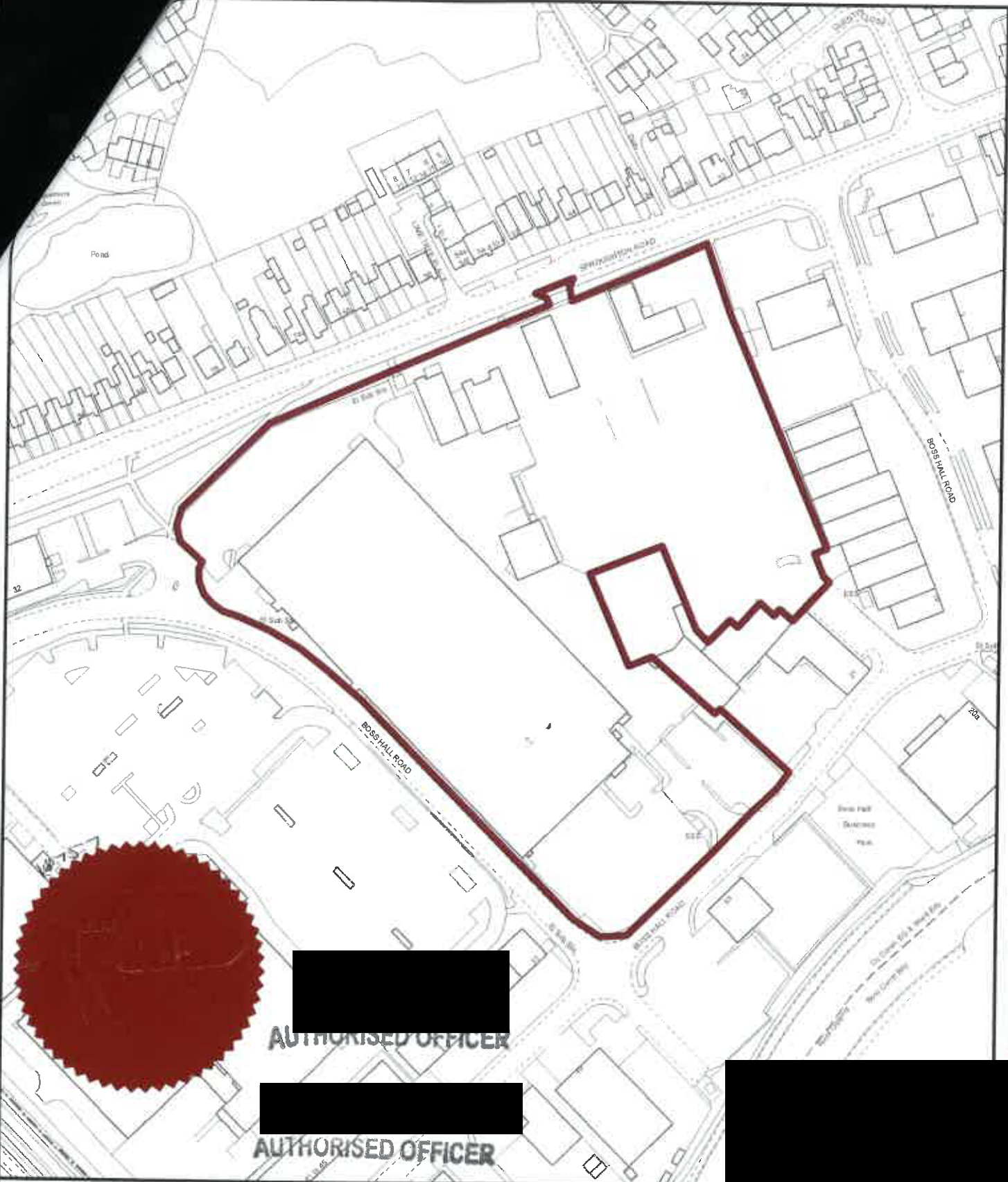
The County Council	The Executive Director of Growth, Highways and Infrastructure (or a duly appointed successor) Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
The Owner	The Joint Chief Executive (Property) Wherstead Park The Street Wherstead Ipswich Suffolk IP9 2BJ or such other address as shall be notified from time to time.

- 42 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 43 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.
44. The obligations in this Deed shall not be enforceable against any individual owner, lessee or occupier of a Dwelling or any mortgagee of such a person or any person deriving title from any such person.
45. The Councils covenant with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Councils will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

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

**SCHEDULE**

**The Plan**



**IPSWICH BOROUGH COUNCIL**  
**PLANNING AND DEVELOPMENT**  
Martyn Fulcher BSc(Hons) PGDip MRTPI Head of Development

**IP/18/00948/OUTFL**  
**22-31 and Dairy Crest, Boss Hall Road, Ipswich**



Number **A 12,430**  
Scale **1:2,000**  
Date **July 2019**

## **SECOND SCHEDULE**

### **The Planning Obligations**

#### **1. THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL**

- 1.1 The Owner covenants to pay to the County Council the Highways Contribution prior to the Commencement of the Development.
- 1.2 The Owner hereby covenants not to Commence the Development or permit the Commencement of the Development until the Highways Contribution has been paid to the County Council.
- 1.3 The Owner shall give the County Council (i) Notice of Expected Commencement not less than seven (7) days before the date that the Owners expect Commencement of the Development to occur

## **THIRD SCHEDULE**

### **PART 1**

#### **Borough Council Covenants**

##### **1. ISSUE OF PERMISSION**

- 1.1 The Borough Council covenants with the Owner to issue the Permission within 5 days of the date of this Deed.

### **PART 2**

#### **County Council Covenants**

##### **1. APPLICATION OF HIGHWAY CONTRIBUTION**

- 1.1 The County Council covenants to use the Highways Contribution towards the County Council's costs in making and implementing a Traffic Regulation Order to prohibit waiting along lengths of Sproughton Road, Ipswich

##### **2. REPAYMENT OF HIGHWAYS CONTRIBUTION**

- 2.1 The County Council shall if requested to do so in writing after the expiry of ten(10) years of the date that the Highways Contribution was paid within a further period of one (1) year pay to any person such amount of the Highways Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed less any deduction for the County Council's reasonable and properly incurred administrative costs associated with holding administering and refunding any part of the Highways Contribution, such payment shall be made within twenty eight (28) days of such request together with interest.

**Annex**

**Draft planning permission**

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



**IPSWICH**  
BOROUGH COUNCIL

**To:** Miss Jenny Moor  
Boyer Planning  
15 De Grey Square  
De Grey Road  
Colchester  
CO4 5YQ

**Agent for:**  
East Of England Cooperative Society

Application Reference: IP/18/00948/OUTFL  
**FULL/OUTLINE PLANNING PERMISSION (HYBRID APPLICATION)**

**GRANT OF FULL PLANNING PERMISSION**

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

*Full application for demolition of remaining buildings comprising the former dairy site and mixed-use re-development including commercial (use class B1/B2), retail (use class A1/A3) and a single leisure unit (use class D2), together with associated car parking, landscaping and infrastructure. New site access from Sproughton Road.*

at: 22-31 And Dairy Crest Boss Hall Road Ipswich Suffolk

in accordance with your application reference: IP/18/00948/OUTFL received 24.10.2018.

By virtue of Section 91 of the Town and Country Planning Act, 1990 this permission is granted subject to the condition that the development to which it relates must be begun not later than the expiration of three years beginning with the date of this notice.

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

1. The hereby-approved development shall be carried out in accordance with the following approved drawings:- Drawing no's 4237-PL2 Rev A,-PL3 Rev A, -PL4 Rev B,-PL5 Rev B,-PL6 Rev A,-PL7 Rev B, -PL101 Rev E, -PL103 Rev C.
2. None of the hereby-approved development shall be commenced until a construction management plan and construction surface water management plan have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.
2. In the interests of amenity, highway safety and to ensure adequate drainage during construction. These matters relate to construction works and cannot be considered retrospectively.
3. Before work on external elevations of the hereby-approved units commence, details of external facing materials shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.



4. If, during development, contamination not previously identified is found to be at the site then no further development (unless otherwise agreed in writing with the Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.
5. No development shall take place within the area indicated [the whole site] until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority. The scheme of investigation shall include an assessment of significance and research questions; and:
  - a. The programme and methodology of site investigation and recording
  - b. The programme for post investigation assessment
  - c. Provision to be made for analysis of the site investigation and recording
  - d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
  - e. Provision to be made for archive deposition of the analysis and records of the site investigation
  - f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
  - g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

No building shall be first brought into use until the site investigation and post investigation assessment has been completed, submitted to, and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation and the provision made for analysis, publication and dissemination of results and archive deposition.
6. Before any hereby-approved Class A3 unit is first brought into use details of extraction systems to be installed shall be submitted to and approved in writing by the Local Planning Authority. The approved extraction system shall be installed on first use of the unit.
7. Unless otherwise approved in writing, the noise emitted from any plant installed as part of the hereby-approved development shall not exceed the existing background noise level.
8. Before the hereby-approved Class D2 unit is first brought into use, details of noise mitigation shall be submitted to and approved in writing by the Local Planning Authority. The approved works/details shall be installed on first use of the unit.
9. No unit within hereby-approved Blocks 3 or 4 shall be commenced until details of the proposed junction and access from Sproughton Road (including layout, cycle-friendly design features, signage, surfacing, drainage, lighting, the position of any gates to be erected and visibility splays provided) have been submitted to and approved in writing by the Local Planning Authority. The approved junction shall be laid out and constructed in its entirety prior to first use of any unit within Blocks 3 or 4. It shall be retained thereafter in its specified form including clear visibility at a height of 0.6 metres above the carriageway level within the visibility splays along the junction with Sproughton Road. At this time access by motor-vehicles from Boss Hall Road to Sproughton Road via the new access shall be physically prevented [except in an emergency] in accordance with details that shall previously have been submitted to and approved in writing by the Local Planning Authority.
10. Before development is commenced in any area or phase, details of the estate roads, cycle tracks and footpaths, (including layout including temporary HGV turning facilities, levels, gradients, surfacing and means of surface water drainage) and a timetable for said works, within that area or phase and giving access to that area or phase, shall be submitted to and approved in writing by the Local Planning Authority. The approved details/works shall be implemented and completed in their entirety in accordance with the timetable

oved.

Before any construction above floor slab level of Unit 3 commences, details of the visibility drivers about to enter Unit 3 car park will have of the car park (including landscaping and levels), proposed visibility splays for drivers about to enter the access road from that car park and means to prevent glare to highway users from headlights of vehicles in the car park area, shall be submitted to and approved in writing by the Local Planning Authority. The approved splays and measures shall be provided before first use of Unit 3.

12. No unit within hereby-approved Blocks 3 or 4 shall be first brought into use until a controlled pedestrian crossing facility has been completed in its entirety in accordance with details that shall previously have been submitted to and approved in writing by the Local Planning Authority.
13. Prior to first use of the hereby-approved units details of the travel arrangements to and from the site for employees, in the form of a Travel Plan in accordance with the mitigation measures identified in the submitted Transport Assessment and Framework Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. This Travel Plan shall contain the following:
  - i. Baseline travel data based upon the information provided in the Transport Assessment, with suitable measures, objectives and targets identified targets to reduce the vehicular trips made by employees across the whole development, with suitable remedial measures identified to be implemented if these objectives and targets are not met
  - ii. Appointment of a suitably qualified Travel Plan Coordinator to lead a Travel Plan Management Group to implement the Travel Plan in full and clearly identify their contact details in the Travel Plan.
  - iii. A commitment to monitor the vehicular trips generated by the development and submit a revised (or Full) Travel Plan no later than six months after occupation of the first commercial unit
  - iv. A further commitment to monitor the Travel Plan annually on each anniversary of the approval of the Full Travel Plan and provide the outcome in a revised Travel Plan to be submitted to and approved in writing by the Local Planning Authority for a minimum period of five years using the same methodology as the baseline monitoring
  - v. A suitable marketing strategy to ensure that all employees on the site are engaged in the Travel Plan process
  - vi. A Travel Plan budget that covers the full implementation of the Travel Plan, which shall not cease sooner than five years after occupation of the final commercial unit
  - vii. A copy of an employee travel pack that includes information to encourage employees to use sustainable travel in the local areaThe site shall not be first brought into use until the Travel Plan has been agreed. The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter adhered to in accordance with the approved Travel Plan.
14. Before the hereby-approved units are first brought into use the following details shall be submitted to and approved in writing by the Local Planning Authority. The approved works shall be provided before the unit that they are to serve is brought into use or in accordance with a schedule of works that shall be previously approved in writing:-
  - i. public art,
  - ii. bin storage,
  - iii. biodiversity enhancements,
  - iv. electric vehicle charging,
  - v. lighting within external areas, and
  - vi. cycle parking with associated facilities including lockers/showers.
15. Before the hereby-approved units are first brought into use details of landscaping, together with details of on going management, tree pits and a schedule of works, shall be submitted to and approved in writing by the Local Planning Authority. All planting, seeding or turfing comprised in the approved details shall be carried out in accordance with the approved schedule or within the first planting and seeding seasons following first use or the substantial completion of the development, whichever is the sooner. Thereafter

the landscaping shall be maintained in accordance with the approved on going management details.

16. The hereby-approved development shall be carried out in accordance with the Surface Water Drainage Strategy refer 619355-MLM-ZZ-XX-DR-C-0110 Rev P04.
17. Prior to first use of any hereby-approved unit, or such other timescale as may be agreed in writing with the Local Planning Authority, a scheme to provide a minimum of 15% (or in the case that the achievement of this percentage is demonstrated not to be feasible or viable such lesser percentage as may be agreed in writing with the Local Planning Authority) of the predicted required energy supply for the building(s) from decentralised and renewable or low carbon sources shall be submitted to and approved in writing by the Local Planning Authority. No unit shall be brought into use unless and until the approved scheme has been implemented in full and thereafter the provisions of the scheme shall be maintained for the lifetime of the unit in accordance with the details of the approved scheme.
18. None of the hereby-approved units shall be brought into use until details of a footpath link between the application site and Boss Hall Road have been submitted to and approved in writing by the Local Planning Authority. The approved footpath link shall be provided in its entirety on first use of the hereby-approved units.

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

1. To identify the approved drawings for the avoidance of doubt.
2. None of the hereby-approved development shall be commenced until a construction management plan and construction surface water management plan have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.
3. To ensure good architectural quality.
4. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development.
5. To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development.
6. 7 & 8. To protect the amenity of the surrounding area.
9. In the interests of highway safety to ensure the approved layout is properly constructed and laid out in a form that prioritises cycling and walking as far as it is safe to do so and to avoid multiple accesses which would be detrimental to highway safety. Notwithstanding that construction of buildings hereby approved can be completed before the access is required to be made available for use, details need to be approved pre-commencement to ensure sufficient areas are made available to achieve a safe and suitable layout.
10. To ensure that roads/footways/cycle tracks are constructed to an acceptable standard in the interests of safety, sustainable development and good design by an appropriate time. This is required before development commences to ensure that HGVs can turn without encroaching upon individual plots or reversing onto highway at any time through the development of the site; to demonstrate that surface water will by design not flow onto public highway at any time and that suitable access for pedestrians and cyclists is provided.
11. In the interests of road safety and traffic flow by minimising delay near to Sproughton Road and preventing glare to people on the highway.

the interest of sustainable development.

the interest of sustainable development and to promote sustainable modes of travel.

To ensure a high standard of development, promote sustainable modes of travel and biodiversity.

15. To ensure a high standard of landscaping within the development.
16. To protect against the risk of surface water flooding.
17. To promote sustainable development.
18. To ensure a legible link between the development and existing footpaths to the south and to promote sustainable modes of travel.

DRAFT

## GRANT OUTLINE PLANNING PERMISSION

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

*Outline planning permission (with all matters reserved) for demolition of the existing charging building and works to the existing distribution centre including sub-division into 3 units for existing B8 and proposed new D2 use.*

at: 22-31 And Dairy Crest Boss Hall Road Ipswich Suffolk

in accordance with your application reference: IP/18/00948/OUTFL received 24.10.2018.

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

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

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

1. Approval of the details of the access; appearance; landscaping; layout; and scale (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced. Plans and particulars of the reserved matters shall be submitted in writing to the Local Planning Authority and the development shall be carried out as approved.
2. Before the hereby-approved Class D2 unit is first brought into use, details of noise mitigation shall be submitted to and approved in writing by the Local Planning Authority. The approved works/details shall be installed on first use of the unit.
3. The hereby-approved unit shall not be first brought into use until details of the proposed junction and access from Sproughton Road (including layout, cycle-friendly design features, signage, surfacing, drainage, lighting, the position of any gates to be erected and visibility splays provided) have been submitted to and approved in writing by the Local Planning Authority. The approved junction shall be laid out and constructed in its entirety prior to first use of the unit. It shall be retained thereafter in its specified form including clear visibility at a height of 0.6 metres above the carriageway level within the visibility splays along the junction with Sproughton Road. At this time access by motor-vehicles from Boss Hall Road to Sproughton Road via the new access shall be physically prevented [except in an emergency] in accordance with details that shall previously have been submitted to and approved in writing by the Local Planning Authority.
4. The hereby-approved unit shall not be first brought into use until details of the estate roads, cycle tracks and footpaths, (including layout including temporary HGV turning facilities, levels, gradients, surfacing and means of surface water drainage) and a timetable for said works have been submitted to and approved in writing by the Local Planning Authority. The approved details/works shall be implemented and completed in their entirety in accordance with the timetable approved.
5. Prior to first use of the hereby-approved unit, details of the travel arrangements to and from the site for employees, in the form of a Travel Plan in accordance with the mitigation measures identified in the submitted Transport Assessment and Framework Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. This Travel Plan shall contain the following:
  - i. Baseline travel data based upon the information provided in the Transport Assessment, with suitable measures, objectives and targets identified targets to reduce the vehicular

made by employees across the whole development, with suitable remedial measures identified to be implemented if these objectives and targets are not met  
Appointment of a suitably qualified Travel Plan Coordinator to lead a Travel Plan Management Group to implement the Travel Plan in full and clearly identify their contact details in the Travel Plan.

- iii. A commitment to monitor the vehicular trips generated by the development and submit a revised (or Full) Travel Plan no later than six months after occupation of the first commercial unit
  - iv. A further commitment to monitor the Travel Plan annually on each anniversary of the approval of the Full Travel Plan and provide the outcome in a revised Travel Plan to be submitted to and approved in writing by the Local Planning Authority for a minimum period of five years using the same methodology as the baseline monitoring
  - v. A suitable marketing strategy to ensure that all employees on the site are engaged in the Travel Plan process
  - vi. A Travel Plan budget that covers the full implementation of the Travel Plan, which shall not cease sooner than five years after occupation of the final commercial unit
  - vii. A copy of an employee travel pack that includes information to encourage employees to use sustainable travel in the local area
- The unit shall not be brought into use until the Travel Plan has been agreed. The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter adhered to in accordance with the approved Travel Plan.

- 6. The hereby-approved unit shall not be brought into use until details of a footpath link between the application site and Boss Hall Road have been submitted to and approved in writing by the Local Planning Authority. The approved footpath link shall be provided in its entirety on first use of the hereby-approved unit.
- 7. Before the hereby-approved units are first brought into use the following details shall be submitted to and approved in writing by the Local Planning Authority. The approved works shall be provided before the unit that they are to serve is brought into use or in accordance with a schedule of works that shall be previously approved in writing:-
  - i. bin storage,
  - ii. electric vehicle charging,
  - iii. lighting within external areas, and
  - iv. cycle parking with associated facilities including lockers/showers.

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

- 1. For the avoidance of doubt and in the interests of proper planning.
- 2. To protect the amenity of the surrounding area.
- 3. In the interests of highway safety to ensure the approved layout is properly constructed and laid out in a form that prioritises cycling and walking as far as it is safe to do so and to avoid multiple accesses which would be detrimental to highway safety.
- 4. To ensure that roads/footways/cycle tracks are constructed to an acceptable standard in the interests of safety, sustainable development and good design by an appropriate time. This is required before development commences to ensure that HGVs can turn without encroaching upon individual plots or reversing onto highway at any time through the development of the site; to demonstrate that surface water will by design not flow onto public highway at any time and that suitable access for pedestrians and cyclists is provided.
- 5. In the interest of sustainable development and to promote sustainable modes of travel.
- 6. To ensure a legible link between the development and existing footpaths to the south and to promote sustainable modes of travel.

7. To ensure a high standard of development, promote sustainable modes biodiversity.

## **INFORMATIVES**

1. You are reminded that the carrying out of building works requires approval under Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: [building.control@ipswich.gov.uk](mailto:building.control@ipswich.gov.uk) or on telephone number: 01473 432951.
2. Many species of plant and animal in England, and their habitats, are protected by law. You are breaking the law if you capture, kill, disturb or injure a European protected species (on purpose or by not taking enough care); damage or destroy a breeding or resting place (even accidentally); obstruct access to their resting or sheltering places (on purpose or by not taking enough care); possess, sell, control or transport live or dead individuals, or parts of them. For further information and guidance you are advised to speak to Natural England at [www.gov.uk](http://www.gov.uk) or by telephone on 0300 060 6000.
3. There is a planning fee payable for applications in writing to discharge planning permission conditions. Forms for applications to discharge conditions are available from the Council's website.
4. The Council recommends the installation of an appropriate sprinkler system within the development.
5. It is recommended that the submitted scheme of archaeological investigation be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service, Conservation Team.
6. Please note the separate advice from Suffolk Fire and Rescue and Suffolk Police.
7. The Travel Plan and Resident Travel Pack should be produced in accordance with Suffolk County Council's Travel Plan Guidance ([www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/travel-plans/information-for-developers](http://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/travel-plans/information-for-developers)).
8. It is an OFFENCE to carry out works within the public highway without the permission of the Highway Authority. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing.
9. A controlled pedestrian crossing means either a Puffin signal-controlled crossing or a Zebra Crossing.
10. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act 1990.

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

Core Strategy and Policies DPD (2017) - Policies DM1 (Sustainable Design and Construction); DM2 (Decentralised Renewable or Low Carbon Energy); DM4 (Development and Flood Risk); DM5 (Design and Character); DM8 (Heritage Assets and Conservation); DM10 (Protection of Trees and Hedgerows); DM17 (Transport and Access in New Developments); DM18 (Car & Cycle Parking); DM22 (Town Centre Uses Outside the Central Shopping Area); DM23 (Retail Proposals Outside Defined Centres); DM25 (Protection of Employment Land); DM30 (The Density of Residential Development), DM31 (The Natural Environment) and DM33 (Green Corridors).

2. Other guidance:-  
Suffolk Guidance for Parking - Technical Guidance (2015)  
Cycling SPD (2016)

**Dated:**

**Signed:**

Martyn Fulcher BSc (Hons) PGDip MRTPI  
Head of Development  
Grafton House  
15 -17 Russell Road  
Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

N.B. This permission is not an approval under the Building Regulations; Approval under those regulations may also be required.

**NOTES**

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this notice.
3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within; 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
4. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs)
7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted



it without the conditions they imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under a development order.

9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

In making this decision the Council has positively addressed the National Planning Policy Framework 2019.

DRAFT

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

[Redacted]  
Authorised Signatory

[Redacted]  
Authorised Signatory



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

[Redacted]  
Authorised Signatory



**EXECUTED AS A DEED BY  
EAST OF ENGLAND CO-OPERATIVE**

**SOCIETY LIMITED** acting by its:-

Directo [Redacted]  
[Redacted]  
Director/Secretary

