

DATE 3 July 2020

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

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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 28-50 Grimwade Street, Ipswich

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Legal Services  
Ipswich Borough Council  
Grafton House  
15-17 Russell Road  
Ipswich  
Suffolk  
IP1 2DE  
IP7.685

F O  
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THIS DEED OF AGREEMENT is made the 3 day of July 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**").

**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. The County Council has also agreed to be the Authority who may enforce the Borough Council planning obligations herein (the enforcing authority).
- (C) The Property comprises land registered at HM Land Registry under title number SK273525.
- (D) The Borough Council is also the freehold owner of the Property free from encumbrances (hereinafter also referred to as "the Owner").
- (E) The Borough Council's developer agent Handford Homes Limited has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (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.
- (H) Within this Deed references to the "Borough Council" are made where the function of the Borough Council acting as the local planning authority are concerned and references to the "Owner" of the Property are used where the owner of the Property has obligations to perform to either the Borough Council or County Council.

- (1) The County Council will be the Enforcing Authority for the purposes of enforcing the Owner's obligations under this Agreement until such time the Borough Council ceases to have an interest in the Property after which time the Enforcing Authority will be the County Council and the Borough Council.

## OPERATIVE PROVISIONS

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

### General Definitions

"the 1990 Act"	means the Town and Country Planning Act 1990 as amended
"the Application"	means the planning application given reference IP/19/01118/FUL submitted by the Borough Council's developer-agent Handford Homes Limited to the Local Planning Authority and registered by the Borough Council on 19/12/2019
"BCIS Index"	means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Borough Council County Council and the Owner
"BCIS Indexed"	the increase in the Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 34 of this Deed.
"Commencement Date"	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

	<p>b) site investigations or surveys</p> <p>c) site decontamination</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>"County Council Financial Contributions"</b>	Shall mean the Early Years Contribution, the Libraries Contribution, the Primary School Contribution, the Highway Contribution and the Monitoring Fee
<b>"Deed"</b>	means this Deed of Agreement
<b>"Development"</b>	means the Development permitted under the Permission
<b>"Dwelling"</b>	means a dwelling forming part of the Development to be constructed in accordance with the Permission
<b>"Education Contributions"</b>	Means the Primary School Contribution and the Early Years Contribution
<b>"Financial Contributions"</b>	means any or all of the following financial contributions defined in the Deed: Early Years Contribution, Libraries Contribution Primary School Contribution Highway Contribution, and the Public Open Space Contribution
<b>Late Payment Interest</b>	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England
<b>"the Monitoring Fee"</b>	Means the sum of eight hundred and twenty four pounds (£824.00) or the County Council Financial Contributions
<b>"the POS Commuted Sum"</b>	Means the sum of one thousand nine hundred and sixty six pounds only (£1966) per annum payable for fifteen (15) years towards maintenance of public open space in the Central ward area of Ipswich.
<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 First Schedule hereto and marked "Plan"
<b>"the Property"</b>	means the land lying to the South West of Foundry Lane, Ipswich in the County of Suffolk shown edged red on the Plan

### Financial Contributions

<b>Early Years Contribution</b>	Means the sum of sixteen thousand five hundred and ninety six pounds (£16,596.00) BCIS Indexed
<b>Libraries Contribution</b>	Means the sum of one hundred and sixty pounds only (£160.00) BCIS Indexed
<b>Primary School Contribution</b>	Means the sum of sixteen thousand five hundred and ninety six pounds (£16,596.00) BCIS Indexed
<b>Highways Contribution</b>	Means the sum of eleven thousand five hundred pounds only (£11,500.00) BCIS Indexed
<b>POS Contribution</b>	Means the sum of nineteen thousand seven hundred and twenty two pounds only (£19,722) BCIS Indexed

- 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 1972  
  
Section 1 of the Localism Act 2011  
  
and 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 21-32, 43, 44, 46 and 47 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

- 16 The Owner covenants with the Borough Council as set out in Part 1 of the Second Schedule so as to bind the Property and each and every part thereof.
- 17 The Owner covenants with the County Council as set out in Part 2 of the Second Schedule so as to bind the Property and each and every part thereof.
- 18 The County 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
- 20 The Borough Council shall indemnify the County Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the County Council arising out of or in connection with the enforcement of the obligations made to the Borough Council under this Agreement.

## **AGREEMENTS AND DECLARATIONS**

- 21 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.
- 22 This Deed shall be a local land charge and shall be registered as such.
- 23 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.

- 24 The Owner shall pay to the County Council its reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof. The Owner shall also pay the Monitoring Fee on completion of this agreement.
- 25 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 requires in order to determine whether the terms and conditions of this Deed are being observed.
- 26 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.
- 27 Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 28 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.
- 29 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.
- 30 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.
- 31 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.



- 32 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.
- 33 If any Financial 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.
- 34 The Financial Contributions 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:
- 34.1 A is the sum payable under this Deed;
- 34.2 B is the original sum calculated as the sum payable;
- 34.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
- 34.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
- 34.5 C/D is greater than 1
- 35 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 to enter into and upon and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.
- 36 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.
- 37 The Owner covenants and warrants to the Councils that it has 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.
- 38 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.
- 39 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.
- 40 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

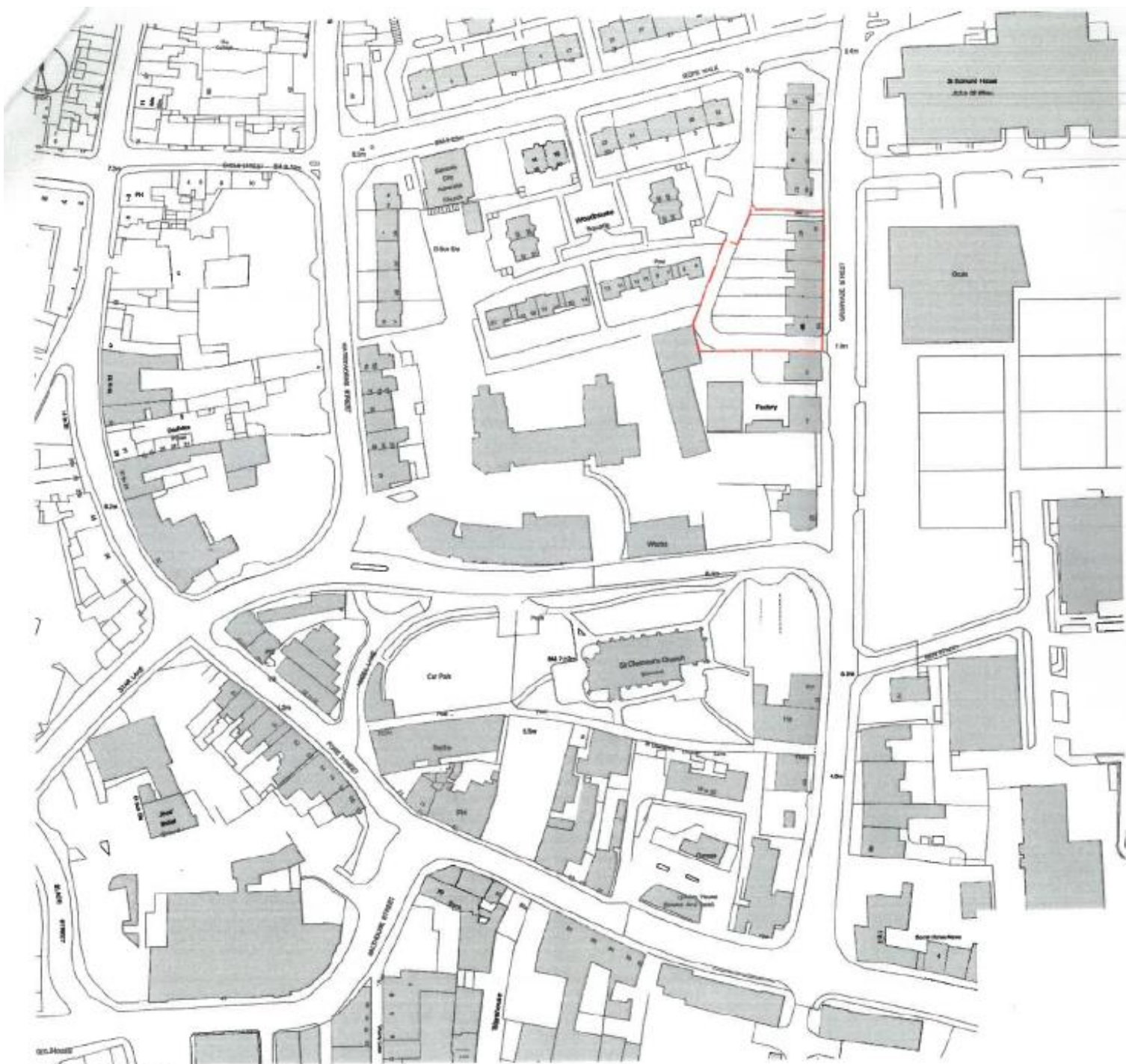
ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.

- 41 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 42 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 first (1<sup>st</sup>) Dwelling; and
  - (c) First Occupation of the final Dwelling
- 43 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 44 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.
- 45 The Property shall be bound by the obligations contained in this Deed and any security of a mortgage or charge over the Property shall take effect subject to this Deed PROVIDED THAT a mortgagee or chargee, including any persons that may hold a mortgage or charge over the Property from time to time, shall otherwise have no liability under this Deed unless and until it takes possession of the Property in which case it too will be bound by the obligations affecting the part or parts of the Property as if it were a person deriving title from the Owner.
- 46 The obligations in this Deed shall not be enforceable against any individual owner, lessee or occupier of a Dwelling or any person deriving title from any such person.
- 47 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 first hereinbefore written

## FIRST SCHEDULE

### The Plan



Location Plan 1:1250



A 2011/014 Planning 2011  
 No Issue Date Amendment

# hoopers

5 Cornwell Court  
 22 Peter's Street  
 Ipswich, IP1 1QD  
 T 01473 218548  
 www.hoopersarchitects.co.uk

Project  
**Residential Development  
 Grimwade Street  
 Ipswich**

Client  
**Handford Homes / Ipswich Borough Council**

Drawing  
**Location Plan**

Job No	Day No	Rev No
3980	01	A

Date	Day	By	Checked	Page
1:0508A2	November 2019	JA	RW	Planning

## SECOND SCHEDULE

### The Planning Obligations

#### PART 1 THE OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

##### 1.1 AFFORDABLE HOUSING

###### 1.1.1 Defined terms

In this Schedule, the following words and expressions have the following meanings:

<b>"Affordable Housing"</b>	means housing that is affordable to those people who cannot afford to rent or buy housing generally available on the open market.
<b>"Affordable Housing Units"</b>	means all those 16 dwellings to be constructed on the Property pursuant to the Permission comprising 2 x three bedroom dwellings, 6 x two bedroom dwellings and 8 x one bedroom dwellings, all of which are Affordable Rented Housing Units and "Affordable Housing Unit" means any one of those Affordable Housing Units accordingly.
<b>"Affordable Rented Housing Units"</b>	means the Affordable Housing Units let at a rent which is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges where applicable).
<b>"Design and Quality Standards"</b>	means the publication "Design and Quality Standards", April 2007 issued by the Housing Corporation or successor publication issued by the HCA (as defined in this Schedule) which sets out the requirements and recommendations of the Housing Corporation or HCA for quality of housing probity and procurement and procedural compliance or any successor publication current at the date of construction.
<b>"Right to Buy"</b>	means the Right to Buy within the meaning of Part V Housing Act 1985 (as amended) and the Right to Acquire within the meaning of S.16 Housing Act 1996 and any other statutory right for tenants of Registered Social Landlords to

purchase their dwellings

**"Registered Social Landlord"**

a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Housing Corporation pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and who is approved by the Borough Council as housing authority (such approval not to be unreasonably withheld or delayed).

- 1.1.2 The Owner shall construct the Affordable Housing Units and make the same ready for Occupation in accordance with the Design and Quality Standards applicable at the time of construction.
- 1.1.3 Nothing contained in this Agreement shall prevent a tenant of an Affordable Housing Unit from purchasing the said unit under the Right to Buy.
- 1.1.4 None of the provisions contained in this Second Schedule Part 1 shall be binding on:
  - (a) any tenant of a dwelling who has purchased under the Right to Buy; or
  - (b) any chargee or mortgagee or Receiver of or successor in title to any party mentioned in paragraphs (a) above.

**FINANCIAL CONTRIBUTIONS**

**1.2 POS CONTRIBUTION**

- 1.2.1 The Owner covenants to pay to the Borough Council the POS Contribution prior to the first occupation of the first (1<sup>st</sup>) Dwelling.
- 1.2.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the POS Contribution has been paid to the Borough Council.

**1.3 POS COMMUTED SUM**

- 1.3.1 The Owner covenants to pay to the Borough Council the POS Commuted Sum annually for a period of fifteen (15) years, the first annual payment to be paid prior to occupation of the eighth (8<sup>th</sup>) Dwelling and thereafter on the anniversary date of first payment.
- 1.3.2 The Owner covenants not to Occupy or permit Occupation of the eighth (8<sup>th</sup>) Dwelling until the first annual payment of the POS Commuted Sum has been paid to the Borough Council.

## **PART 2. THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL**

### **2.1 EARLY YEARS CONTRIBUTION**

- 2.1.1 The Owner covenants to pay to the County Council the Early Years Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 2.1.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Early Years Contribution has been paid to the County Council.

### **2.2 LIBRARIES CONTRIBUTION**

- 2.2.1 The Owner covenants to pay to the County Council the Libraries Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 2.2.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Libraries Contribution has been paid to the County Council.

### **2.3 PRIMARY SCHOOL CONTRIBUTION**

- 2.3.1 The Owner covenants to pay to the County Council the Primary School Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 2.3.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Primary School Contribution has been paid to the County Council.

### **2.4 HIGHWAYS CONTRIBUTION**

- 2.4.1 The Owner covenants to pay to the County Council the Highways Contribution prior to the commencement of development.
- 2.4.2 The Owner hereby covenants not to commence development until the Highways Contribution has been paid to the County Council.

## **THIRD SCHEDULE**

### **PART 1 BOROUGH COUNCIL COVENANTS**

#### **1. APPLICATION OF CONTRIBUTIONS**

##### **1.1 POS CONTRIBUTION**

- 1.1.1 The Borough Council to use the POS Contribution for the provision of deficient public open space in the Central area of Ipswich as defined in the Public Open Space Supplementary Planning Document.
- 1.1.2 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the POS Contribution was paid within a further period of one (1) year pay to any person such amount of the POS Contribution paid by that person

in accordance with the provisions of this Deed which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed, less any deduction for the Borough Council's reasonable administrative costs associated with holding administering and refunding any part of the POS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## **1.2 POS COMMUTED SUM**

1.2.1 The Borough Council to use the POS Commuted Sum for the provision of maintenance of public open space in the Central area of Ipswich as defined in the Public Open Space Supplementary Planning Document.

## **PART 2 COUNTY COUNCIL COVENANTS**

### **1. APPLICATION OF CONTRIBUTIONS**

#### **1.1 Early Years Contribution**

1.1.1 The County Council to use the Early Years Contribution for additional facilities including the improvement and enhancement of Early Years provision serving the Development.

1.1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of first Occupation of the final Dwelling that the Early Years Contribution was paid within a further period of one (1) year pay to any person such amount of the Early Years 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 administrative costs associated with holding administering and refunding any part of the Early Years Contribution, such payment to be made within twenty eight (28) Working Days of such request.

#### **1.2 Libraries Contribution**

1.2.1 The County Council to use the Libraries Contribution for the provision of additional items of lending stock plus reference, audio visual and homework support materials to mitigate the impacts of the proposed development on the local library service.



1.2.2 The County Council shall if requested to do so in writing after the expiry of five (5) years of the date of the first Occupation of the final Dwelling that the Libraries Contribution was paid within a further period of one (1) year pay to any person such amount of Libraries 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 administrative costs associated with holding administering and refunding any part of the Libraries Contribution, such payment to be made within twenty eight (28) Working Days of such request.

### **1.3 Primary School Contribution**

1.3.1 The County Council to use the Primary School Contribution for the provision of additional facilities including improvement and enhancement of primary school provision serving the Development.

1.3.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling that the Primary School Contribution was paid within a further period of one (1) year pay to any person such amount of the Primary School 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 administrative costs associated with holding administering and refunding any part of the Primary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

### **1.4 Highways Contribution**

1.4.1 The County Council to use the Highways Contribution for the provision a Traffic Regulation Order to amend the limited waiting bay to the front of the Property.

1.4.2 The County Council shall if requested to do so in writing after the expiry of five (5) years of the date of the first Occupation of the final Dwelling 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 administrative costs associated with holding administering and refunding any part of the Highways Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## 2. REPAYMENT OF FINANCIAL CONTRIBUTIONS

- 2.1 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling that the County Council Education Contributions were paid within a further period of one (1) year pay to any person such amount of the County Council Financial Contributions paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. Such payment shall be made within twenty eight (28) days of such request.
- 2.2 When the County Council Education Contributions (as applicable) paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owners after the expiry of ten (10) years of the date of first Occupation of the final Dwelling within a further period of one (1) year notify the Owners that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to
- 2.3 The County Council shall if requested to do so in writing after the expiry of five (5) years of the date of the first Occupation of the final Dwelling that the Highway Contribution and the Libraries Contribution were paid within a further period of one (1) year pay to any person such amount of the Highway Contribution and Library Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. Such payment shall be made within twenty eight (28) days of such request.
- 2.4 When the Highway Contribution and the Libraries Contribution (as applicable) paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owners after the expiry of five (5) years of of the date of first Occupation of the final Dwelling within a further period of one (1)

year notify the Owners that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

- 2.5 Upon receipt of a written request by the Owner, the County Council shall provide written confirmation to the Owner as to which obligations under this Deed have been discharged.

## **Annex**

### **Draft planning permission**

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



**To:** Mr Jamie Alston  
Hoopers  
5 Cromwell Court  
St. Peters Street  
Ipswich  
IP1 1XG

**Agent for:**  
Handford Homes

Application Reference: IP/19/01118/FUL

**GRANT OF FULL PLANNING PERMISSION**

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

*Erection of 16 no. residential flats in 2 four-storey blocks (following demolition of existing 28-50 Grimwade Street).*

at: 28 - 50 Grimwade Street Ipswich Suffolk

in accordance with your application reference: IP/19/01118/FUL received 18.12.2019.

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

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

1. The development shall be carried out in accordance with the approved plans and documents:-
  - a) Proposed site layout and cross sections- 3980 05 rev E received 11th March 2020;
  - b) Block 1 Elevations- 3980 11 rev E received 31st March 2020 including building materials, fixed windows and obscure glazed windows;
  - c) Block 1 Floor Plans- 3980 10 rev B received 19th December 2020;
  - d) Block 2 Elevations- 3980 13 rev E received 31st March 2020 including materials, fixed windows and obscure glazed windows;
  - e) Block 2 Floor Plans- 3980 12 rev C received 7th February 2020
  - f) Street Elevation and Cross-sections of Boundary Treatment- 3980 15 rev B received 7th February 2020.
  - g) Design and Access Statement received 24th December 2019 including building materials;
  - h) Planning Statement received 24th December 2019;
  - i) Daylight and Sunlight Assessment by T16 Design received 10th January 2020;
  - j) Phase 1 Desk Study and Risk Assessment by A F Howland Associates Ltd dated 4th November 2019 and received 10th January 2020, and

k) Air Quality Statement by Hoopers, received 11th February 2020.

2. No development shall take place within 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.

3. No building shall be occupied 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 approved under Condition 2 and the provision made for analysis, publication and dissemination of results and archive deposition.

4. Prior to the commencement of development, further investigation as recommended in the Phase 1 Desk Study and Risk Assessment by A F Howard Associates Ltd dated 4th November 2019 regarding further intrusive ground investigation of the near surface soil across the site, an assessment of the suitability of plastic water supply pipe and assessment of asbestos within near surface soil, shall be carried out and the findings shall be submitted to and approved in writing by the Local Planning Authority. The further investigations shall:

- i. Be carried out by a competent person in accordance with relevant BS, ISO and CIRIA Guidance/Standards.
- ii. The findings of the further site investigation shall be compiled in a report setting out the work, findings and recommendations in regard to any remediation.
- iii. In the event that the further investigations identify remediation is required this shall be included with the Remediation Strategy to be submitted under condition 5.

5. Prior to the commencement of development, a remediation strategy, as identified in the further investigations required under condition 4, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved Remediation Strategy. Prior to occupation of any dwelling hereby permitted, a Validation Report shall be submitted to and approved in writing by the Local Planning Authority. The Validation Report shall demonstrate the works have been carried out and remediation objectives have been achieved.

6. Prior to commencement of development, details of the strategy for the disposal of surface water on the site including details of its implementation shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be constructed in accordance with the approved strategy.

7. Prior to occupation of any hereby approved dwelling, details of the maintenance and management of the strategy for the disposal of surface water on the site have been submitted to

and approved in writing by the Local Planning Authority. The strategy shall be implemented and thereafter managed and maintained in accordance with the approved details.

8. Before the development hereby permitted is commenced a Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority. Construction of the development shall not be carried out other than in accordance with the approved Construction Management Plan. The Construction Management Plan shall include the following matters;
  - a) parking and turning for vehicles of site personnel operatives and visitors
  - b) loading and unloading of plant and materials
  - c) piling techniques
  - d) storage of plant and materials
  - e) programme of works (including measures for traffic management and operating hours)
  - f) provision of boundary hoarding and lighting
  - g) details of measures to prevent mud from vehicles leaving the site during construction, including details of any wheel wash facilities on site
  - h) mitigation against construction dust impacts
  - i) monitoring and review mechanisms
  - j) Hours of intended construction period each day and timings for deliveries to the site
9. Prior to commencement of development, a photographic condition survey of the highways fronting and near to the site shall be submitted to and approved by the Local Planning Authority.
10. Prior to any works above slab level, an acoustic design scheme shall be submitted to and approved in writing by the Local Planning Authority. The acoustic design scheme shall ensure that the internal noise levels for all residential units hereby approved comply with the internal noise levels contained within BS 8233:2014- Guidance on Sound Insulation and Noise Reduction for Buildings and provides justification in the event that building insulation with closed windows and mechanical ventilation is recommended as the acoustic design solution. The development shall be completed in full accordance with the approved acoustic design scheme and thereafter retained.
11. The existing limited waiting bay shall be removed, as shown on Drawing 3980 05 revision E, prior to the commencement of any works to form the new vehicular access onto Grimwade Street.
12. The access shall be located as detailed on submitted Drawing Number 3980 05 Revision E and completed in all respects in accordance with SCC Drawing No. DM10 with an entrance width of 5m and be available for use before occupation. Thereafter it shall be retained in its approved form. At this time all other means of access within the frontage of the application site shall be permanently and effectively "stopped up" in a manner which previously shall have been approved in writing by the Local Planning Authority.
13. The development hereby approved shall not be brought into use until such time as the following details have been submitted to and agreed in writing with the Local Planning Authority:
  - i. Hard and Soft landscaping scheme
  - ii. Details of biodiversity enhancement measures
  - iii. Details of cycle storage measures
  - iv. Details of boundary treatments and gates (including details of the locks to be used)
  - v. Electric Vehicle Charging infrastructure
  - vi. Details of any external lighting
  - vii. Details of solar panel(s) position and method of affixation

The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the development is first occupied and retained as such.

14. Prior to commencement of works to the vehicular access, details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway. The approved scheme shall be carried out in its entirety before the accesses are first used and shall be retained thereafter in its approved form.
15. The use shall not commence until the areas within the site shown on approved drawing number 3980 05 Revision E for the purposes of manoeuvring and parking of vehicles, secure cycle storage and bin storage areas have been provided and thereafter those areas shall be retained and used for no other purposes.
16. The hereby-approved dwellings shall be constructed so that a minimum energy/CO<sub>2</sub> standard of 19% below the Target Emission Rate (TER), as determined by the 2013 Edition of the 2010 Building Regulations (Part L), meet water efficiency standards of 110 litres per person per day are met and provide at least 15% of their energy requirements from decentralised and renewable or low-carbon sources (or in the case that the achievement of these standards are demonstrated not to be feasible or viable a lesser standard level as may be agreed in writing with the Local Planning Authority). Prior to any occupation of the development certification of compliance with these standards shall be submitted to and approved by the Local Planning Authority.
17. Notwithstanding the provisions of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no means of frontage enclosure shall exceed 0.6 metres in height above the level of the carriageway of the adjacent highway.

**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 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, in accordance with Policy DM8 of the Ipswich Local Plan (2017) and the National Planning Policy Framework (2019).
3. 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, in accordance with Policy DM8 of the Ipswich Local Plan (2017) and the National Planning Policy Framework (2019).
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 can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with Local Plan Policy DM26. This information is required prior to commencement of works to ensure that measures are agreed and in place to identify and manage potential sources of contamination during the construction phases of the development.
5. 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 can be carried out safely without unacceptable risks to



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workers, neighbours and other offsite receptors, in accordance with Local Plan Policy DM26. This information is required prior to commencement of works to ensure that measures are agreed and in place to identify and manage potential sources of contamination during the construction phases of the development.

6. To ensure that the principles of sustainable drainage are incorporated into this proposal and to ensure that the proposed development can be adequately drained. This is required prior to commencement to ensure that the suitable groundworks associated with the surface water disposal can be carried out.
7. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.
8. In the interests of highway safety and to protect neighbour amenity in accordance with Policy DM17 and DM26. The Construction Management Plan relates to the construction activity and therefore is required prior to commencement.
9. In the interest of highway safety, to ensure that any damage to the highway as a result of the development is repaired at the developer's expense and in accordance with Policy DM17.
10. In order to avoid noise from giving rise to significant adverse impacts on health and quality of life and to prevent any conflict between the proposed development and the adjacent football centre, Goals.
11. To provide a suitable and safe access to the development site and in accordance with Policy DM17.
12. In the interests of highway safety to ensure the approved layout is properly constructed and laid out and to avoid multiple accesses which would be detrimental to highway safety and in accordance with Policy DM17.
13. The condition is necessary to ensure the functional layout of the development is satisfactory, the visual amenity of the area is safeguarded and the development includes biodiversity enhancements. It is also in the interest of highway safety and to avoid disability and discomfort glare to either pedestrians and motorists and to support the use of low emission and sustainable vehicles.
14. To prevent hazards caused by flowing water or ice on the highway, in accordance with Policy DM4.
15. To ensure that sufficient space for the on-site parking of vehicles is provided and maintained where on-street parking and manoeuvring would be detrimental to highway safety to users of the highway and in accordance with IBC Policy DM18. Also to ensure adequate provision of cycle storage in the interest of promoting sustainable modes of transport and to ensure that refuse/recycling bins are not stored on the highway causing obstruction and dangers for other users and in accordance with Policy DM13.
16. To ensure that the buildings achieve a high standard of sustainable design in accordance with policies DM1 and DM2.
17. In the interests of highway safety in order to maintain intervisibility between highway users and in accordance with Policy DM17.

**INFORMATIVES**

1. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act, 1990.
2. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
3. You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: [building.control@ipswich.gov.uk](mailto:building.control@ipswich.gov.uk) or on telephone number: 01473 432951.
4. There is a planning fee payable for applications in writing to discharge planning permission conditions. The rates as prescribed by Central Government are £116 for each written request (£34 for householder development). Forms for applications to discharge conditions are available from the Council's website.
5. It is recommended that proper consideration be given to the benefits of an automatic fire sprinkler system.
6. It is an OFFENCE to carry out any works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority. Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out.
7. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing.
8. Public Utility apparatus may be affected by this proposal. The appropriate utility service should be contacted to reach agreement on any necessary alterations which have to be carried out at the expense of the developer.
9. In the event that any unexpected ground conditions are experienced or encountered during construction, works should cease immediately and the developer should seek advice from the Environmental Protection Team.
10. With reference to the proposed biodiversity enhancement measures, the applicant is referred to the advice of the Council's Landscape Officer and Wildlife Team.
11. The applicant is advised to follow the recommended species types, as notified by IBC Environmental Health and the IBC Landscape Officer when designing the final soft landscaping scheme and improvements to air quality. The Local Planning Authority will expect any submitted landscaping details to have followed such advice.
12. Noise from construction and associated works has the potential to cause disturbance to neighbouring residents. In order to minimise this, this Authority would normally recommend that any work audible beyond the boundary of the site should only be carried out between the hours of 8.00am to 6.00pm on Mondays to Fridays and 8.00am to 1.00pm on Saturdays; there

should be no noisy works carried out on Sundays or Bank Holidays.

Best practicable means to prevent noise from the site should also be employed as defined in British Standard BS 5228 Part 1: 1984 (or its successors/revisions). Failure to keep these hours or to employ best practicable means to control noise could lead to the service of an enforcement notice under Section 60 of the Control of Pollution Act 1974.

Ipswich Borough Council encourages applications for prior consent under Section 61 of the Act, particularly where the construction and/or demolition phase(s) may be prolonged or if work may be undertaken beyond the aforementioned hours.

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

1. Ipswich Core Strategy and Policies DPD (2017): - Policies CS1 (Sustainable Development); CS2 (The Location and Nature of Development); CS3 (IP-One Area Action Plan); CS5 (Improving Accessibility); CS7 (The Amount of New Housing Required); CS8 (Housing Type and Tenure); CS12 (Affordable Housing); CS13 (Planning for Jobs Growth); CS14 (Retail Development and Main Town Centre Uses); CS16 (Green Infrastructure, Sport and Recreation); CS17 (Delivering Infrastructure).

Policies DM1 (Sustainable Design and Construction); DM2 (Decentralised Renewable or Low Carbon Energy); DM3 (Provision of Private Outdoor Amenity Space in New and Existing Developments); DM4 (Development and Flood Risk); DM5 (Design and Character); DM17 (Transport and Access in New Developments); DM18 (Car and Cycle Parking); DM21 (District and Local Centres); DM26 (Protection of Amenity); DM29 (Provision of New Public Open Space, Sport and Recreation Facilities); DM30 (The Density of Residential Development); DM31 (The Natural Environment).

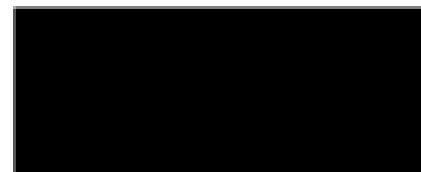
National Planning Policy Framework (2019)  
National Planning Practice Guidance

Other Guidance:

- Suffolk Guidance for Parking - Technical Guidance 2019 - Parking Standards for Use Class C3.
- Space and Design Guidelines SPD 2015
- Cycling Strategy SPD 2016
- Development and Archaeology SPD 2018
- DCLG Technical housing standards - nationally described space standards 2015
- Recreational Avoidance and Mitigation Strategy (RAMS) SPD (2020)

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

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

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



18768



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



24518

Authorised Signatory

