

**DATED**

30<sup>th</sup> July 2020

between

**IPSWICH BOROUGH COUNCIL**

and

**SUFFOLK COUNTY COUNCIL**

and

**ANTHONY JOHN COOKSON, MARGARET ELIZABETH LIPSCOMBE, KEITH  
ROY PALMER, and ROBERT BUTLER**

THIS DEED is dated 30<sup>th</sup> July 2020.

- (1) **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (**Borough Council**)
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 1DX (**County Council**);
- (3) **ANTHONY JOHN COOKSON** of Christchurch House, Purdis Avenue, Ipswich, IP3 8UE, and **MARGARET ELIZABETH LIPSCOMBE** of 101 Brunswick Road, Ipswich IP4 4BT, and **KEITH ROY PALMER** of Orchard House, Bealings Road, Martlesham, Woodbridge IP12 4RW and **ROBERT BUTLER** of The Rectory, Kettlebaston, Ipswich, IP7 7QA, all of whom being the Trustees of the Ipswich Sports Club (Charity Registration number 1173263) (**Owner**).

## **BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property free from encumbrances and is also the owner of land comprised within Land Registry title number SK29428 being land at 310 Tuddenham Road, Ipswich IP4 3QJ, both parcels of land held by the Owner as custodian trustees on behalf of Ipswich Sports Club.
- (C) On 10 September 2018 the Borough Council, County Council and the Owner entered into the Original Agreement.
- (D) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of Original Agreement as set out in this deed.
- (E) This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Original Agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this deed.
- 1.2 All words and phrases defined in the Original Agreement shall have the same meaning in this deed save where the context otherwise dictates.

~~1.3 In this deed the following expression shall have the following meaning:~~

**Original Agreement:** the agreement made under section 106 of the TCPA 1990 dated 10 September 2018 between (1) the Borough Council, (2) the County Council (3) and the Owner.

- 1.4 All references in this deed to clauses in the Original Agreement are to clauses within the Original Agreement.
- 1.5 Clause headings shall not affect the interpretation of this deed.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.11 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.12 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.14 References to clauses, Schedules and plans (unless the context otherwise requires) are to clauses, Schedules and plans of this deed.
- 1.15 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.16 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.17 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2. STATUTORY PROVISION**

This deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers.

## **3. VARIATIONS TO THE ORIGINAL AGREEMENT**

3.1 The definition "Tuddenham Road Facility Works in paragraph 1.1. of Part 2 of the Second Schedule of the Original Agreement shall be deleted and replaced with the following:

"Means those works to be carried out to the Tuddenham Road Facility in accordance with the Tuddenham Road Facility Schedule of Works"

3.2 The definition "Tuddenham Road Facility Consent" in paragraph 1.1 of Part 2 of the Second Schedule of the Original Agreement shall be deleted.

3.3 The following definition shall be inserted in paragraph 1.1 of Part 2 of the Second Schedule of the Original Agreement:

"Tuddenham Road Facility Schedule of Works means the works set out in the Schedule of Works annexed to this Deed at Annex 2

3.4 Paragraph 1.2 of Part 2 of the Second Schedule of the Original Agreement shall be amended with the deletion of the wording "Tuddenham Road Facility Consent" and replaced with the wording "Tuddenham Road Facility Schedule of Works".

3.5 There shall be added to the Original Agreement "Annex 2 – Tuddenham Road Facility Schedule of Works" and the said schedule of works shall be so attached to the Original Agreement at this new Annex 2.

3.6 In all other respects the Original Agreement (as varied by this deed) shall remain in full force and effect.

**4. COVENANTS TO THE BOROUGH COUNCIL AND COUNTY COUNCIL**

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this deed.

**5. LOCAL LAND CHARGE**

This deed shall be registered as a local land charge.

**6. ENDORSEMENT**

Promptly following completion of this deed the Council shall endorse a memorandum of variation on the Original Agreement in the following terms:

"This Deed has been varied by a supplemental agreement dated [DATE] and made between Ipswich Borough Council (1), Suffolk County Council (2) and Anthony John Cookson, Margaret Elizabeth Lipscombe, Keith Roy Palmer and Robert Butler(3)."

**7. COUNCILS' COSTS**

The Owner shall pay to the Borough Council and to the County Council on or before the date of completion of this deed, the Borough Council's and County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

**8. VALUE ADDED TAX**

8.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

**9. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under, or in connection with, it by virtue of the Contracts (Rights of Third Parties) Act 1999.

**10. GOVERNING LAW**

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Item	Description			Quantity	Unit
<b>1</b>	<b>PRELIMINARIES</b>				
	Heras fencing			375	m
	Welfare facilities			1	Sum
	Storage containers			1	Sum
	Management			1	Sum
<b>2</b>	<b>EARTHWORKS</b>				
	Remove existing synthetic turf and dispose off site			5938	m2
	Remove existing shockpad and dispose off site			5938	m2
<b>3</b>	<b>SYNTHETICS</b>				
	EUROPAVE insitu laid rubber Shockpad	depth (mm) =	15	5938	m2
	TigerTurf Evo Pro Synthetic Grass			5938	m2
	Extra Over for Blue Surround				
	Line marking - hockey lines			131	m
	Line marking - football D's			1	Item
<b>4</b>	<b>FENCING</b>				
	Remove existing WISA boards, kickboards and existing 1.8m high chainlink fencing, leaving the posts insitu. Reclad existing posts with 3.0m high roll form Weldmesh fencing, complete with 200mm timber kickboards Install new 3.0m high fencing around newly constructed recessed storage area 12.0 x 4.0m. supply 1 no. 3.0m high double leaf gate into fencing to access storage area. Supply new 1 no. 1.2m wide single access gate location to be agreed. Reset existing 6.0m high posts at far end of pitch.			1	Item
	<b>FENCING ADDITIONAL OPTIONS</b> 2no 25.0m long runs of 2.0m high ball stop netting installed onto 5.0m high RHS posts behind and above the 3.0m high fencing.  Remove 5no bays of existing 1.2m high timber board fencing and replace with a double stack of 1.2m high x 2.44m wide timber boards onto new posts				

The common seal of **IPSWICH  
BOROUGH COUNCIL** was affixed to  
this deed in the presence of:

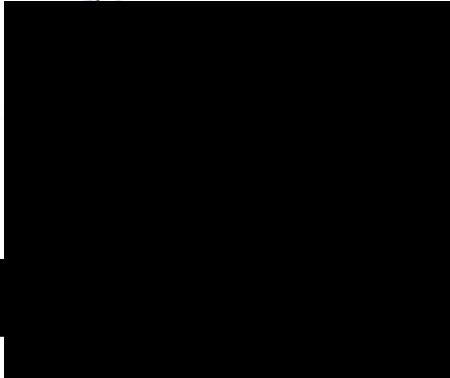


Authorised signatory

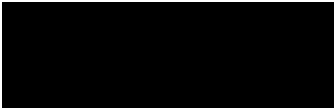
Print name

Authorised signatory

Print name

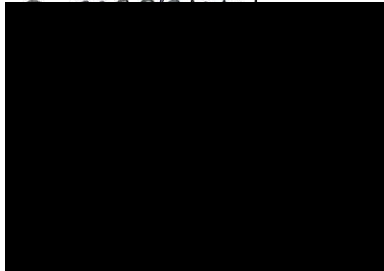


The common seal of **SUFFOLK  
COUNTY COUNCIL** was affixed to this  
deed in the presence of:



Authorised signatory

Print name



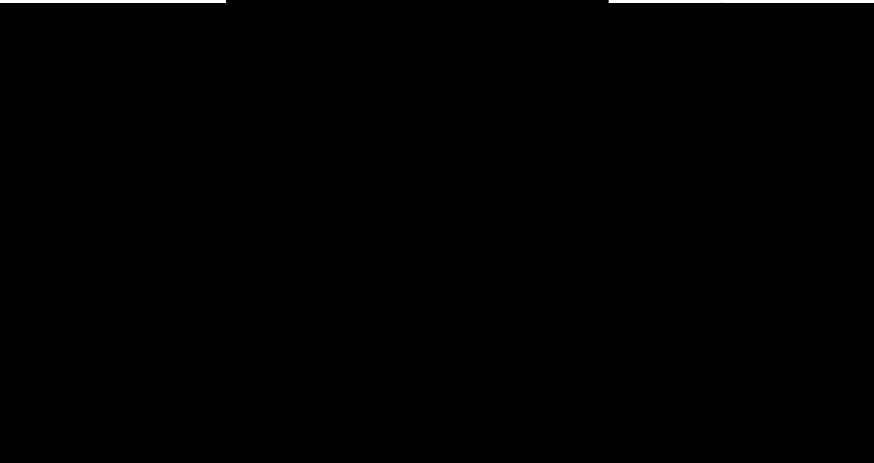
EXECUTED as a DEED by **ANTHONY  
JOHN COOKSON**

In the presence of:-

Witness signature

Witness name

Witness address





MCL

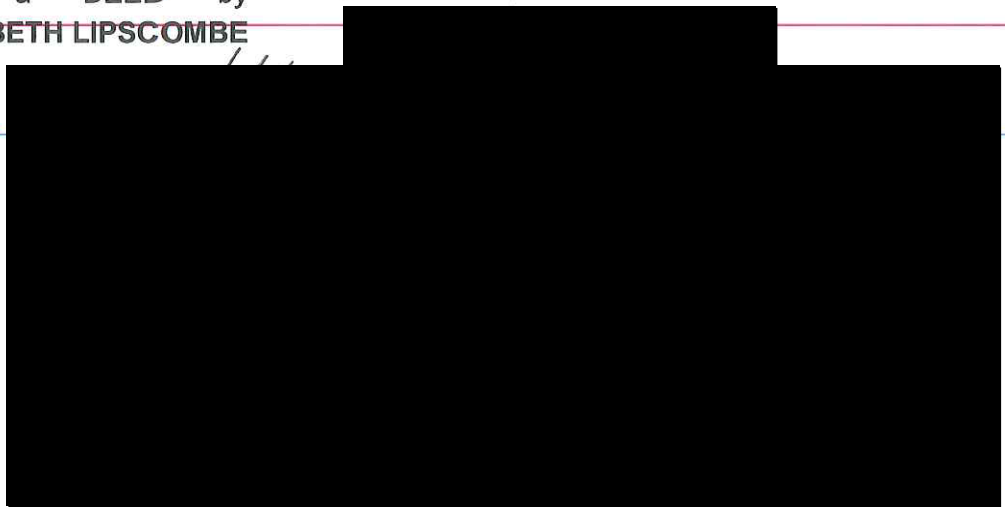
EXECUTED as a DEED by  
**MARGARET ELIZABETH LIPSCOMBE**

In the presence of:-

Witness signature

Witness name

Witness address



EXECUTED as a DEED by **KEITH ROY PALMER**

In the presence of:-

Witness signature

Witness name

Witness address



EXECUTED as a DEED by **ROBERT BUTLER**

In the presence of:-

Witness signature

Witness name

Witness address

