

DATE

10 SEPTEMBER

2020

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) MORGAN LLOYD SIPP TRUSTEES LIMITED

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land at 42 Brooks Hall Road Ipswich

Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE

THIS DEED OF AGREEMENT is made the 10 day of ~~SEPTEMBER~~ 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. **MORGAN LLOYD SIPP TRUSTEES LIMITED** (Company Registration Number 8482560) whose registered office is the Pavillions, Eden Office Park, Ham Green, Bristol BS20 0DD (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 local highway authority and is also a local planning authority for the purposes of the 1990 Act for the area in which the Property is situated and by whom the obligations contained in this Deed are enforceable.
- (C) The Owner is the freehold owner of the Property registered at the Land Registry under title number SK328377
- (D) The Application was submitted 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 herein.
- (E) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and the Owner acknowledges that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (F) 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.
- (G) The Borough Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

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/18/01115/OUT submitted to and registered by the Borough Council on 19 th December 2018 for permission to develop the Property
“BCIS Index”	the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Borough Council County Council and the Owner
“BCIS Indexed”	the increase in any sum referred to in the Second Schedule by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 32 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 Deed and for no other purpose:- <ul style="list-style-type: none">• site investigations or surveys;• site decontamination• the demolition of any existing buildings or structures

	and "Commence Development" and "Commencement of Development" shall be construed accordingly
"Completion of Development"	the date that the last Unit is first Occupied
"the Councils"	mean the Borough Council and the County Council
"Deed"	means this Deed of Agreement
"Development"	means the development of the Property by the demolition of warehouse and erection of 4x 2-bed houses and external works as set
"Financial Contributions"	means the Habitats Sites Mitigation Contribution and the Traffic Regulation Order Contribution
"Habitats Sites Mitigation Contribution"	means the sum of £ 487.56 (four hundred and eighty seven pounds and fifty six pence) (BCIS Index to be paid in accordance with the Second Schedule
"Late Payment Interest"	Interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"the Obligations"	means the obligations provisions requirements conditions or other burdens set out in this Deed
"Occupation"	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

“the Permission”	means the planning permission subject to conditions which may be granted by the Borough Council pursuant to the Application substantially as set out in the draft as set out in Annex 1
“the Plan”	means the plan attached to this Deed and marked “Plan”
“the Property”	means the land described in the First Schedule against which this Deed may be enforced and as shown edged red for identification purposes only on the Plan
“the Unit”	means any building constructed pursuant to the Permission other than a Dwelling
“Traffic Regulation Order Contribution”	means the sum of £10,000.00 (ten thousand pounds) BCIS Indexed to be paid in accordance with the Second Schedule
“Working Days”	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

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 reference to 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 covenants 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. Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

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 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 22 and 23 and any other relevant provisions all of which shall come into effect immediately upon completion of this Deed.

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

AGREEMENTS AND DECLARATIONS

19. 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 any Obligations 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.
20. This Deed shall be a local land charge and shall be registered as such by the Borough Council.
21. 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.
22. The Owner shall pay to both the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof.
23. The Owner covenants to pay to the County Council the sum of £412.00 (four hundred and twelve pounds) on or prior to completion of this Deed towards the costs incurred in monitoring the obligations contained in this Deed.
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 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 in accordance with a planning permission (other than the Permission) 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 on the application of either party and such person shall act as an expert 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. 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.
30. 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.
31. If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due to the date of payment
32. The Financial Contribution payable by the Owner to the County Council or Borough Council as appropriate in accordance with the Second Schedule 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:
 - 31.1 A is the sum payable under this Deed;
 - 31.2 B is the original sum calculated as the sum payable;
 - 31.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
 - 31.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
 - 31.5 C/D is greater than 1
33. 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
34. 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

35. 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 charge over or any binding interest in the Property whose consent is necessary to make this Deed binding on the Property and all estates and interests therein
36. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
37. No waiver (whether expressed or implied) by the Councils of any breach or default in performing or observing any of the covenants terms or 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.
38. The Owner agrees with the Councils to give each of them written notice of any change in ownership of any of their interests in the Property 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.
39. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
40. The Owner covenants to inform the Borough Council and County Council by way of written notice within seven (7) days following:
 - a) Commencement of Development;
 - b) First Occupation of the Development;
 - c) Completion of the Development
41. This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
42. 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.

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

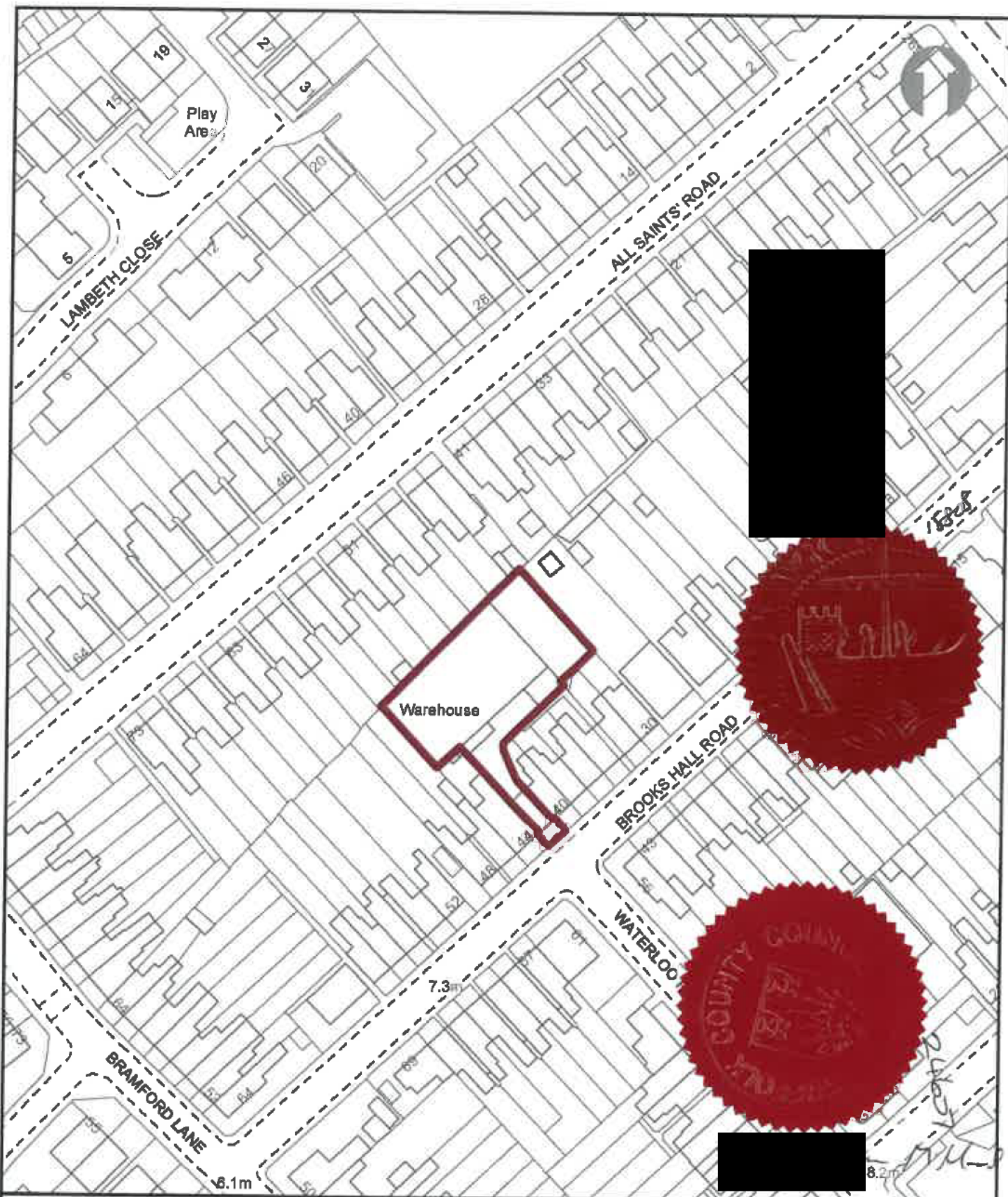
FIRST SCHEDULE

The Plan

Details of the Owners Title and description of the Property

The land shown for indicative purposes only edged red on the Plan and known as 42 Brooks

Hall Road, Ipswich, registered with the Land Registry under title number SK328377



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

IP/18/01115/OUT
42 Brooks Hall Road, Ipswich IP1 4BZ



Number **A 12,413**

Scale **1:1,000**

Date **March 2019**

SECOND SCHEDULE

1. THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

TRO CONTRIBUTION

- 1.1 The Owner covenants to pay the Traffic Regulation Order Contribution to the County Council prior to the Commencement Date.
- 1.2 The Owner covenants not to Commence Development until the Traffic Regulation Order Contribution has been paid in full to the County Council.

2 THE OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

CONTRIBUTION

- 2.1 The Owner covenants with the Borough Council to pay the Habitats Sites Mitigation Contribution to the Borough Council no later than 21 days from the Commencement Date.
- 2.2 The Owner covenants not to Occupy the Development until the Habitats Sites Mitigation Contribution has been paid in full to the Borough Council.

THIRD SCHEDULE

PART 1

Borough Council Covenants

1. The Borough Council covenants with the Owner to issue the Permission within 5 Working Days of the date of this Deed
2. The Borough Council covenants to apply the Habitats Mitigation Contribution towards the impact of the Development on the Habitats Sites specifically the Stour and Orwell Estuaries Special Protection Area
3. The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Habitats Mitigation Contribution as appropriate was paid within a further period of one (1) year pay to any person such amount of the Habitats Mitigation 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 together with any interest accrued Such payment shall be made within twenty eight (28) Working Days of such request.
4. When the Habitats Mitigation Contribution as appropriate paid to the Borough Council pursuant to this Deed has been spent or committed the Borough Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year notify the Owner 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

PART 2

County Council Covenants

APPLICATION OF CONTRIBUTIONS

1. The County Council covenants to use the Traffic Regulation Order Contribution to promote a scheme of waiting restrictions that assist with the free flow and movement of traffic along Brooks Hall Road and at its junctions. This will remove existing waiting and loading restrictions that may no longer be necessary following the change of use of the Property.

REPAYMENT OF CONTRIBUTIONS

2. The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Traffic Regulation Order Contribution as appropriate was paid within a further period of one (1) year pay to any person such amount of the Traffic Regulation Order 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 Such payment shall be made within twenty eight (28) Working Days of such request.

3. When the Traffic Regulation Order Contribution as appropriate paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year notify the Owner 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

ANNEX 1

Draft Decision Notice for

Planning application IP/18/01115/OUT

DRAFT

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



IPSWICH
BOROUGH COUNCIL

To: Mr Justin Dean
Last And Tricker Partnership
3 Lower Brook Mews
Lower Brook Street
Ipswich
IP4 1RA

Agent for:
Mr A Brett

Application Reference: IP/18/01115/OUT

GRANT OUTLINE PLANNING PERMISSION

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

Outline application for demolition of warehouse and erection of 4x 2-bed houses and external works.

at: 42 Brooks Hall Road Ipswich Suffolk IP1 4BZ

in accordance with your application reference: IP/18/01115/OUT received 19.12.2018.

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 landscaping (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. The hereby-approved development shall be carried out in accordance with the following approved drawing:- Drawing No. 5 Rev C.
3. Notwithstanding the provisions of Schedule 2, Part 1, Classes A, B, C, D, or E of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any Order revoking and re-enacting that Order with or without modification) there shall be no;
 - i. extensions to the hereby-approved dwellings,
 - ii. insertion of additional or enlarged windows within the west facing elevations of the hereby-approved dwellings above ground floor level,
 - iii. nor any outbuilding erected that exceeds 10 cubic metres in size within the curtilages of the hereby-approved dwellings.
4. The hereby-approved dwellings shall be constructed so that the development meets an energy/CO2 standard of at least 19% improvement in dwelling emission rate over Target Emission Rate (TER), as determined by the 2013 Building Regulation Standards, and a water usage standard of no more than 110 litres per person per day (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 first occupation of the hereby-approved dwellings, certification of compliance with these standards shall be submitted to and approved by the Local Planning Authority.
5. None of the hereby-approved development shall be commenced until details of demolition and construction management have been submitted to and approved in writing by the Local Planning Authority. The demolition and development shall only be carried out in accordance with the approved details.
6. None of the hereby-approved dwellings shall be first occupied until details of the proposed access (including the position of any gates to be erected, surfacing and drainage) have been submitted to and approved in writing by the Local Planning Authority. The approved access shall be laid out and constructed in its entirety prior to first occupation any of the hereby-approved dwellings and thereafter retained in its approved form.
7. None of the hereby-approved dwellings shall be first occupied until the areas for the manoeuvring and parking of vehicles for that dwelling have been provided, as shown on Drawing No. 5 Rev C. These areas shall thereafter be retained and used for no other purpose.
8. Before the hereby-approved dwellings are first occupied the following details shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be provided in their entirety on first use of the dwellings:-
 - i. Boundary treatments, including measures to promote ecological movement and security measures for rear access way
 - ii. Secure, enclosed and lit cycle parking
 - iii. Bin storage
 - iv. Measures to promote biodiversity.
9. None of the hereby-approved development shall be commenced until details of an investigation and risk assessment with regard to the nature and extent of any contamination affecting the site, including a remediation scheme should such a scheme be necessary, have been submitted to and approved in writing by the Local Planning Authority. Should remediation be necessary it must be carried out in accordance with the approved remediation scheme prior to the commencement of

development, other than that required to carry out remediation, unless otherwise approved in writing by the Local Planning Authority. Following completion of any measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced.

10. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken, and where remediation is necessary a remediation scheme must be prepared, which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

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

1. and 2. For the avoidance of doubt and in the interests of proper planning.
3. To ensure a good standard of amenity given the constraints of the site and proximity of neighbouring dwellings.
4. To ensure that the development is sustainable.
5. In the interests of amenity, highway safety and traffic management. These matters relate to site clearance and construction and cannot be considered retrospectively.
6. To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.
7. To ensure that sufficient space for the on site parking of vehicles is provided and maintained in order to ensure the provision of adequate on-site space for the parking and manoeuvring of vehicles where on-street parking and manoeuvring would be detrimental to highway safety to users of the highway.
8. In order to promote biodiversity, sustainable modes of travel, to ensure a high standard of development and to protect amenity.
9. and 10. 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.

INFORMATIVES

1. 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.

2. 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 or on telephone number: 01473 432951.
3. In the interests of protecting the residential amenity of the surrounding area it is recommended that the hours of construction for the hereby approved development should be limited to the following times:- 07.45-18.00 Monday to Friday, 08.00-13.00 Saturdays and no working on Sundays or Bank Holidays.
4. 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 or by telephone on 0300 060 6000.
5. 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.
6. The Council recommends the installation of an appropriate sprinkler system within the development.
7. Please note the separate advice from Suffolk Fire and Rescue.
8. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act 1990.

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

1. Core Strategy and Policies DPD (2017) - Policies CS2 (The Location and Nature of Development); CS7 (The Amount of Housing Required); DM1 (Sustainable Design and Construction); DM3 (Provision of Private Outdoor Amenity Space in New and Existing Developments); DM4 (Development and Flood Risk); DM5 (Design and Character); DM10 (Protection of Trees and Hedgerows); DM13 (Small Scale Infill and Backland Residential Developments); DM17 (Transport and Access in New Developments); DM18 (Car and Cycle Parking); DM25 (Protection of Employment Land); DM26 (Protection of Amenity); DM30 (The Density of Residential Development); DM31 (The Natural Environment).
2. Other Planning Guidance:-
 Suffolk Guidance for Parking - Technical Guidance (2015)
 Space and Design Guidelines SPD (2015)
 DCLG - Technical housing standards - nationally described space standard (2015)
 Cycling Strategy 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
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.

DRAFT

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

)
)
)



Authorised Signatory



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

)
)
)



Authorised Signatory



Executed by **MORGAN LLOYD SIPP
TRUSTEES LIMITED** acting by

2 directors,
JOHN DOWDING

&

ELLIS ORGAN

.....
Director



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Direct

