

DATED 5 November 2020

SUFFOLK COUNTY COUNCIL (1)

AND

MID SUFFOLK DISTRICT COUNCIL (2)

**PLANNING OBLIGATION BY DEED UNDER SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990**

Relating to land at former Bacton Middle School, Wyverstone Road,
Bacton IP14 4LH



This Deed is made the

5

day of

November

2020

Between:

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX (**"the District Council"**)

- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (**"the County Council"** and until such time as it ceases to have an interest in the Site **"the Owner"**)

INTRODUCTION

1. The District Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and is also entering into this Deed to act as an Enforcing Authority in respect of the education provisions as set out in the Third Schedule
2. The Owner is the freehold owner of the Site as set out in the First Schedule
3. The Owner has submitted the Application to the District Council for the Development and the District Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed
4. The District Council enters into this Deed to the intent that the requirements of the District Council's policies are met and that any objections by the District Council to the grant of planning permission on the basis of those policies are overcome
5. The District Council considers and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
6. The District 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)

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

“Act” the Town and Country Planning Act 1990 (as amended)

“Affordable Housing” subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with the February 2019 NPPF

“Affordable Housing Nomination Agreement” any agreement made between the District Council and a Registered Provider or other such arrangements or procedures as may from time to time be operated by the District Council and any Registered Provider with respect to the exercise by the District Council of its rights to the nomination of tenants or purchasers of any Affordable Rented Housing Unit or Shared Ownership Dwelling for the purpose of identifying a person or persons who cannot afford to rent or buy housing accommodation in the local private sector housing market in accordance with the provisions of this Deed and substantially in the form as set out in Schedule 5

“Affordable Housing Scheme” means the affordable housing scheme to be submitted to the District Council as part of the reserved matters application for written approval by the District Council for the provision of Affordable Housing as part of the Development detailing:

a) the plots and location;

b) bedroom numbers per Dwelling;

	<p>c) Dwelling size; and</p> <p>d) tenure</p>
“Affordable Housing Units”	<p>means twenty per cent (20%) or ten (10) of the Dwellings to be provided on the Site pursuant to the Planning Permission to be Occupied as Affordable Housing in accordance with the Affordable Housing Table and for the avoidance of doubt and unless otherwise agreed in writing with the District Council will have a tenancy split of seventy-five per cent (75%) Affordable Rented Housing Units twenty-five per cent (25%) Shared Ownership to be provided on the Site pursuant to the Planning Permission</p>
Affordable Housing Table	<p>The table detailing the mix of the Affordable Housing Units as set out in Part 2 of the Fourth Schedule</p>
“Affordable Rented Housing Units”	<p>means housing made available by a Registered Provider as low-cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable</p>
“Application”	<p>the application for planning permission to develop the Site in accordance with the application plans and other materials deposited with the District Council validated on 2 August 2017 and bearing the District Council’s reference number DC/17/03799</p>
“Car Park”	<p>the area of the Site to be laid out as a Car Park in accordance with the Car Park Specification</p>
“Car Park Specification”	<p>the specification for the Car Park including details of the location, size, and future</p>

	<p>maintenance and management arrangements to be submitted to the Council for approval</p>
<p>“Chargee”</p>	<p>any mortgagee or chargee of the Registered Provider’s interest or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee</p>
<p>“Chargee’s Duty”</p>	<p>The tasks and duties set out in paragraph 1.8 of Part 2 of the Fourth Schedule</p>
<p>“Commencement of Development”</p>	<p>means the first carrying out of a material operation (as defined in Section 56(4) of the Act) in relation to the Development and “Commence” and “Commencement” and “Commence Development” shall be construed accordingly</p>
<p>“Completion of Development”</p>	<p>means the date that the last Dwelling is first Occupied</p>
<p>“Development”</p>	<p>the development of the Site under an outline application (access to be considered) for erection of up to 50 dwellings, construction of estate roads and car parking, provision of open space, including the provision of grass and 3G football pitches, landscaping, and construction of access to Wyverstone Road (following demolition of existing buildings)</p>
<p>“Dwelling”</p>	<p>a dwelling (including a house flat or bungalow and including Affordable Housing Units and Shared Ownership Dwellings) to be constructed</p>

pursuant to the Planning Permission and “Dwellings” shall be construed accordingly

“Enforcing Authority”

means the District Council until such time the County Council ceases to have an interest in the Site after which time it means the County Council will be the enforcing authority in respect of the obligations under this Deed that relate to the County Council’s functions at the date of this agreement.

“Financial Contribution”

The sum of £235,729.74 Indexed Linked payable by the Owner to the Enforcing Authority for improvements to and maintenance of Bacton Primary School and any balance not spent or committed to be spent within five years from the date of payment shall be paid to the District Council for use towards Affordable Housing For the avoidance of doubt, this could be used to secure land or existing housing as Affordable Housing supply.

“HE”

Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of Section 81 Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers

“Housing Layout Scheme”

the scheme to be submitted to the District Council to determine the number of Market Housing Units and the Affordable Housing Units and the area of the Site within which the Market Housing Units, the Affordable Housing Units and the Sports Pitch shall be constructed;

“Index”

the Retail Price Index (All Items) or if such index ceases to be published such other index as the District Council shall reasonably determine.

“Management Company”	a company or body who will take over responsibility for the future maintenance of the Sports Pitch
“Market Housing Units”	those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units
“Market Rent”	means market rent as defined in the latest edition of the Red Book and certified by a member of the Royal Institution of Chartered Surveyors
“Nominated Body”	means one of the following as determined by the District Council: <ul style="list-style-type: none"> a) the Parish Council b) the Management Company; or c) such other body as the District Council may elect
“Notice of Actual Commencement”	notice in writing to advise of the actual Commencement Date
“Notice of Expected Commencement”	notice in writing to advise of the expected Commencement Date
“Occupation”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied” and “Occupy” shall be construed accordingly
“Phase”	means a phase of the Development as set out in the Phasing Scheme

“Phasing Scheme”	means a phasing scheme to be submitted to the District Council for written approval detailing the number of Dwellings to be constructed in each Phase
“Plan”	the plan attached to this Deed
“Planning Permission”	the planning permission subject to conditions which may be granted by District Council pursuant to the Application substantially as set out in the draft in the Second Schedule
“Practical Completion”	issue of a certificate of practical completion by the Owner’s architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect or project manager
“Protected Person”	any person who has: <ul style="list-style-type: none"> a) exercised the right to acquire pursuant to the Housing and Regeneration Act 2008; b) exercised the right to acquire pursuant to any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit and; c) any person who has staircased the equity in their Shared Ownership Dwelling to 100% and; d) any successor in title to a)-c) above
“Red Book”	Means the RICS Valuation- Global Standard 2017 (the Red Book) or such other document amending, consolidating or replacing it
“Registered Provider”	means a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the



A1

NOTES

The drawings are to be read in conjunction with the following information. The drawings are not to be used for any other purpose without the written consent of Hamson Barron Smith.

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KEY PLAN

LEGEND

- Proposed Delineation
- Proposed Tree Planting
- Proposed Tree Removal
- Victim Planting Zone
- Retained Existing Tree

NOTES

*All weather 10 Pitches with 3m high wind mesh building structures are 30m x 60m and are single gable. All floodlighting.

NO	REVISION	DATE	CHECKED BY	DATE
P0	Initial site plan submitted for approval	18/05/17	AC	18/05/17
P1	Revised site plan submitted for approval	20/05/17	AC	20/05/17
P2	Final site plan submitted for approval	20/05/17	AC	20/05/17

FOR INFORMATION

OUTLINE PLANNING

Hamson Barron Smith

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RIBA Chartered Practitioner | RIBA Chartered Advisor | ISO9001 | ISO14001
Green Register | AECB | Passivhaus Trust Patron Member

CLIENT Suffolk County Council
Cornerstone Assets

PROJECT Former Bacton Middle School
Wyverstone, Suffolk

TITLE PROPOSED SITE PLAN

SCALE	DATE	ISSUED	CHECKED
1:500	20/05/2017	JG-BT	JT

PROJECT NO 17-1-1000 **DRAWING TITLE** HBS-DR-A001 **REVISION** P9



	registers kept by Homes England under Chapter 3 of that act
“RTA Purchaser”	means a former tenant of an Affordable Housing Unit who purchases the Affordable Housing Unit under the right to buy under Part V of the Housing Act 1985 or pursuant to the right to acquire under the Housing and Regeneration Act 2008 or any similar or substitute statutory rights in force from time to time
“Shared Ownership Dwellings”	dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed Eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in HE’s capital funding guide
“Shared Ownership Lease”	a lease or sub-lease of a Shared Ownership Dwelling granted at a premium whereby not less than 25% (twenty-five percent) and up to 70% (seventy percent) on first purchase of the equitable interest is paid by the tenant on completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates
“Site”	the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the Plan
Floodlit Artificial Grass Sports Pitch (“Sports AGP”)	the sports pitch to be provided by the Owner on the Site in the location shown indicatively shaded green on Plan and in accordance with

the Sports Pitch Specification to be used for public and community use

“Sports AGP Specification”

means the specification for delivery of the Sports AGP including the specifications plans and drawings showing but not limited to the layout and design of the Sports Pitch, the phasing and timing of the delivery of the Sports Pitch including details of any equipment, landscaping access arrangement, street furniture and fencing together with details of the proposed future management regime for the Sports AGP and timetable for delivery to be agreed in writing with the council in accordance with Part 3 of the Fourth Schedule

“Sports AGP Transfer”

A transfer of the Sports AGP to be approved of in writing by the District Council and which inter alia shall contain the following provisions:

a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;

b) All easements and rights necessary in relation to access for the benefit of the Sports AGP ;

c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development

d) Restrictive covenants by the Management Company

e) Not to use or permit the Sports AGP to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as open space subject to certain restrictions during term time when the Sports AGP is in use by the completed new primary school ;

f) Not to use or permit the Sports AGP to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development

“Working Days”

Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 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
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.4 Wherever there is 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 against each individually insofar as such obligation relates to land within such party's ownership unless there is an express provision otherwise
- 2.5 Any reference to an act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the District Council and the Enforcing Authority the successor to its respective statutory functions
- 2.7 Where this Deed requires a plan or strategy or other document to be submitted to the District Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document

- 2.8 References to a “Plan” or “Drawing” in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Owner and the District Council
- 2.9 None of the covenants contained in this Deed on the part of the Owner shall be enforceable against:-
- 2.9.1 (save in respect of the obligations restricting occupation or transfer of the Dwellings in the Fourth Schedule insofar as they relate to Dwellings owned by the following persons and bodies) those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their lessees tenants or individuals of the Dwellings; or
- 2.9.2 any statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- 2.10 The headings are for reference only and shall not affect construction
- 2.11 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3. **LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers
- 3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the Enforcing Authority (as appropriate) as local planning authority against the Owner or its successors in title
- 3.3 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed between the parties in the form of a deed
- 3.4 This Deed is a local land charge and upon completion shall be registered by the District Council as such

4. **CONDITIONALITY**

- 4.1 This Deed is conditional upon:
- 4.1.1 the grant of the Planning Permission; and
- 4.1.2 the Commencement of Development

save for the provisions of Clauses 3.4, 7.3, 7.4, 7.7, 7.11, 8 , 9, 10, 12, 14, 15, 16, 17, 19, 20 and 21 and any other relevant provisions which shall come into effect immediately upon completion of this Deed

4.2 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

4.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings;

4.2.2 if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full

4.3 Wherever in this Deed reference is made to a date on which “legal proceedings or challenge in relation to the Planning Permission are concluded” (or cognate expressions are used), the following provisions will apply:

4.3.1 proceedings by way of judicial review are concluded:

4.3.1.1 when permission to apply for judicial review has been refused and no further application can be made;

4.3.1.2 when the court has given judgement in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or

4.3.1.3 when any appeal(s) is or are finally determined.

4.3.2 proceedings under Section 288 of the Act are concluded:

4.3.2.1 when the court has given judgement in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

4.3.2.2 when any appeal(s) is or are finally determined.

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the District Council and the Enforcing Authority as set out in the Fourth Schedule

6. THE DISTRICT COUNCIL AND THE ENFORCING AUTHORITY COVENANTS

- 6.1 The District Council and the Enforcing Authority covenants with the Owner as set out in the Third Schedule

7. MISCELLANEOUS

- 7.1 The Owner shall act in good faith and shall co-operate with the District Council and the Enforcing Authority (as appropriate) to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the District Council and the Enforcing Authority to have access to any part of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein
- 7.2 The Owner agrees declares and covenants with the District Council and Enforcing Authority to observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the District Council and the Enforcing Authority for any expenses or liability arising to the District Council or the Enforcing Authority in respect of breach by the Owner or any obligation contained herein save to the extent that any act or omission of the District Council and / or the Enforcing Authority its employees or agents has caused or contributed to such expenses or liability
- 7.3 The Owner covenants to pay to the District Council on completion of this Deed its proper and reasonable legal costs incurred in the negotiation preparation and execution and completion of this Deed
- 7.4 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.5 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from the District Council or the Enforcing Authority under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the District Council by the Professional Lead - Growth and Sustainable Planning and on behalf of the County Council by the Director of Resource Management or officer acting under his hand
- 7.6 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall, on application by the Owner, forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.7 Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

- 7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 7.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or part of the Site to which the breach relates save for an interest arising only from the grant or reservation of an easement or similar right or the benefit of any restrictive covenant in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 7.11 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived
- 7.12 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the District Council or the Enforcing Authority
- 7.13 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or Enforcing Authority under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities
8. The Owner covenants and warrants to the District Council and the Enforcing Authority that it has full power to enter into this Deed there is no other person having a charge over or any other interest over that part of the Site registered with the Land Registry under title number SK321880
9. If the District Council agrees following an application under Section 73 of the Act to vary or to be released from any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the Act the covenants or provisions so this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless the District Council in determining the application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impacts of the section 73 application, when a separate deed under section 106 of the Act will be

required to secure relevant planning obligations relating to the new planning permission.

10. WAIVER

No waiver (whether expressed or implied) by the District Council Enforcing Authority or the Owner 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 District Council, Enforcing Authority or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

11. INDEXATION

Any sum payable under this Deed shall be increased by an amount equivalent to the increase in the Index from the date of the Planning Permission until the date on which such sum is payable.

12. CHANGE IN OWNERSHIP

The Owner agrees with the District Council and the Enforcing Authority to give written notice of any transfer in ownership of its freehold interest in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like

13. RIGHT OF ENTRY

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

- 13.1 such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Site)
- 13.2 such entry shall be effected between 08.00 and 17.00 on any day
- 13.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary

- 13.4 such employee or agent may take photographs measurements and levels
- 13.5 such employee or agent may not remain on the Site for no longer than is reasonably necessary for carrying out a proper inspection
- 13.6 such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety

14. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

15. INTEREST

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment.

16. NOTICES

- 16.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 15.2
- 16.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows: -

The District Council	The Chief Planning Officer – Growth and Sustainable Planning Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The Owner	The Director of Resource Management Constantine House 5 Constantine Road Ipswich Suffolk IP1 2DH

- 16.3 Any notice or other written communication to be given by the District Council or the Enforcing Authority shall be deemed to be valid and effective if on its face it is

signed on behalf of the District Council by a duly authorised officer of the District Council or the Enforcing Authority

17. DISPUTE RESOLUTION

- 17.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 17.2 If the matter is not resolved through negotiation within 40 Working Days the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (“ADR”) procedure as recommended to the parties by the Centre for Dispute Resolution.
- 17.3 If the matter has not been resolved by an ADR procedure within 20 Working Days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 17.4 Nothing in Clauses 16.1 and 16.2 shall apply to the recovery of ascertained or ascertainable sums or prevent the parties from commencing or continuing court proceedings.

18. SATISFACTION OF ANY OF THE TERMS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the District Council for a certificate to that effect and upon the District Council being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied and upon the payment by the Owner of the District Council’s costs in issuing the certificate, the District Council shall forthwith issue a certificate to such effect

19. COMMUNITY INFRASTRUCTURE LEVY

The parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Deed are (a) necessary to make the Development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the Development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application

20. NOTIFICATION OF PROGRESS