

EAST SUFFOLK COUNCIL

(1)

SUFFOLK COUNTY COUNCIL

(2)

GLORIA JENEFER HAYWARD and
DEBORAH JANE HAYWARD as EXECUTOR OF RICHARD JAMES
HAYWARD (DECEASED)

(3)

HOPKINS HOMES LIMITED

(4)

Planning Obligation by Deed of Agreement under
Section 106 of the Town and Country Planning Act
1990(as amended)

Relating to Land
Between High Street and Church Lane,
Pettistree, Suffolk

Application reference: DC/20/3264/FUL

Birketts

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | London
Norwich

www.birketts.co.uk

THIS AGREEMENT IS MADE this 28th day of May 2021

BETWEEN:

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton IP12 1RT ("the **Council**");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the **County Council**");
- (3) **GLORIA JENEFER HAYWARD** of Coppens, Main Road, Pettistree, Woodbridge, Suffolk IP13 0HH and **DEBORAH JANE HAYWARD** of Old School Farmhouse, High Street, Wickham Market, Woodbridge, Suffolk IP13 0HE as **EXECUTOR OF RICHARD JAMES HAYWARD (DECEASED)** of The Old School Farm, Wickham Market, Woodbridge, Suffolk IP13 0EH (together referred to as "the **Owner**");
- (4) **HOPKINS HOMES LIMITED** (company registration number 02875798) whose registered office is at Melton Park House, Melton, Woodbridge, Suffolk, IP12 1TJ ("the **Developer**").

Together "the Parties"

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the local highway authority(except for trunk roads) the local education authority and the library authority for the area in which the Site is situated and is also a local planning authority for the purposes of the Act for the area in which the Site is situated.
- (C) The Owner is the freehold owner of the Site which is registered at Land Registry under title number SK180282.
- (D) The Developer has an interest in the Site by way of an option agreement with the Owner dated 17 April 2019.
- (E) The Developer has submitted the Application to the Council.
- (F) The Council has resolved to grant the Planning Permission subject to conditions and the completion of this Deed for the provision of affordable housing, open space and Self-Build plots and the payment of certain financial contributions set out herein.

- (G) The 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 the Regulation 122 of the Community Infrastructure Levy Regulations 2010(as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

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

- “100% Staircaser”** means a lessee of a Shared Ownership Dwelling under a Shared Ownership Lease who has exercised their right under that lease to purchase 100% of the equity in the Shared Ownership Dwelling;
- “Act”** means The Town and Country Planning Act 1990 (as amended);
- “Affordable Housing”** means subsidised housing that will be available to persons who cannot afford to buy or rent housing generally available on the open market which shall be a mix of Affordable Rental Units and Shared Ownership Dwellings in accordance with the Affordable Housing Table;
- “Affordable Rental Units”** means those Affordable Housing Units to be let by a Registered Provider with an appropriate agreement with Homes England where required by the Capital Funding Guide for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges that does not exceed the local housing allowance or as otherwise agreed with the Council in writing;
- “Affordable Housing Units”** means forty five (45) Dwellings to be provided on the Site as Affordable Housing in accordance with the Affordable Housing Table and to be delivered in accordance with the approved Affordable Housing Scheme and the provisions of Schedule 3 to this Deed;

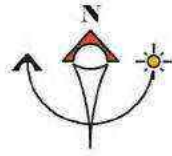
“Affordable Housing Table”	means the table at Schedule 4 indicating the plot numbers and tenure types of the Affordable Housing Units unless otherwise agreed in writing with the Council;
“Application”	means the application for hybrid planning permission submitted to the Council for the Development validated on 9 September 2020 and allocated reference number DC/20/3264/FULL;
“Allocation Policy”	means the policy and procedure adopted by the Council to determine the eligibility and priority for allocation of the Affordable Rent Units;
“Commencement of Development”	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly;
“Connectivity Works”	means the works to construct a new pedestrian and cycle link from the northern boundary of the Site and the development being constructed pursuant to the Planning Permission to the adjoining development abutting the northern boundary of the Site;
“Connectivity Works Contribution”	means the sum of Twenty Thousand Pounds (£20,000) Index Linked as a financial contribution to be used by the Management Company solely towards the costs of delivering the Connectivity Works;
“Custom Build Act”	means the Self Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016);

“Development”	means the phased development of the Site comprising (i) full application – residential development of 129 Dwellings (including 30% Affordable Dwellings) together with public open space, roads, accesses, parking, garages, drainage and associated infrastructure (ii) outline application–7 No. serviced Self-Build Plots with associated access and infrastructure;
“Dwelling”	means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission which includes Market Housing Units, Affordable Dwellings and Self Build Dwellings;
“Eligible Person”	means a person or persons on the housing waiting list maintained by the Council or a person or persons who is otherwise approved by the Council as being in need of separate or alternative accommodation and unable to buy housing generally available on the open market who lives within the Housing Market Area;
“Full Planning Permission”	the full planning permission to be granted pursuant to the Application for 129 Dwellings including the Affordable Dwellings;
“Habitat Mitigation Contribution”	the sum of THREE HUNDRED AND TWENTY ONE POUNDS AND TWENTY TWO PENCE (£321.22) per Dwelling (being forty three thousand six hundred and eighty five pounds and ninety two pence (£43,685.92)) consented and Index Linked payable to the Council to be used in accordance with the RAMS Strategy published evidence July 2019;
“Highways Improvements Contribution”	means sum of forty thousand eight hundred pounds (£40,800) Index Linked payable to the County Council in accordance with Schedule 3 and be applied solely towards the costs of the County Council providing highway safety improvement works in the centre of Wickham Market;
“Homes England”	means the Homes and Community Agency trading as Homes England or such other body that may replace it;

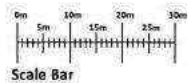
“Housing Strategy and Enabling Manager”	the officer so designated by the Council and any notice required to be served on the Housing Strategy and Enabling Manager must be sent or delivered to the Council at the address aforesaid marked for the attention of the Housing Strategy and Enabling Manager
“Housing Market Area”	means the parish of Pettistree in the first instance and then in order of priority (a) the surrounding parishes to Pettistree (priority given by population from high to low) and then (b) the East Suffolk administrative area but for the avoidance of doubt those Eligible Persons with a Local Connection to the parish of Pettistree area shall have priority for the Affordable Housing to be provided on the Site;
“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;
“Index Linked”	means the increase or decrease in any sum referred to in this Deed unless the context otherwise dictates by an amount equivalent to the increase or decrease in the Index to be calculated in accordance with Clause 11 of this Deed;
“Initial Sale”	the sale of the first share to each and any purchaser of a Shared Ownership Dwelling;
“Late Payment Interest”	Interest at 4 per cent above the minimum lending rate of the Bank of England from time to time
“Local Connection”	<p>(a) a person who has continuously lived in the Housing Market Area for the preceding 3 years, OR</p> <p>(b) has continuously had a place of work in the Housing Market Area for the preceding 3 years, OR</p> <p>(c) has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived in the Housing Market for the preceding 5 years, OR</p> <p>(d) due to a lack of suitable accommodation was forced within the preceding 3 years to move away from the Housing Market Area;</p>

“Local Plan”	means The East Suffolk Council – Suffolk Coastal Local Plan adopted 23 September 2020;
“Management Company”	means a company or body who will take over responsibility for the future maintenance of the Open Space and which may include a residents association established for this purpose or a private limited company;
“Market Housing Unit”	means any Dwelling which is for general market housing for sale on the open market and which are not Affordable Dwellings;
“Market Value”	the best price at which the sale of an interest in a Dwelling (other than an Affordable Dwelling or Self Build Dwellings) would reasonably have been completed unconditionally for cash consideration on the date of valuation assuming (i) there is a willing buyer and a willing seller (ii) any restrictions imposed on a Dwelling by this Deed are disregarded (iii) there has been a reasonable period within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market and (v) both the buyer and the seller acted knowledgeably prudently and without compulsion;
“Nominated Body”	means either a Management Company, or a parish council ;
“Nomination Agreement”	means an agreement in a form provided by the Council a draft of which is appended to this Deed at Schedule 6 entered into by the Council and Registered Provider in respect of rights for the Council to nominate the persons for the Affordable Dwellings;
“Occupation” and “Occupied”	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 “Occupy” and “Occupied” shall be construed accordingly;

- “Open Space”** the areas of open space (including local area of play and local equipped area of play, attenuation basins and landscaped areas) on the Development provided by the Owner for public use and enjoyment of the residents of the Development in accordance with the Open Space Specification to be agreed in writing with the Council and to be provided in phases if so agreed in writing with the Council;
- “Open Space Plan”** the plan attached and marked as drawing S106.001 Open Space Plan which shows the areas of Open Space shown for the purposes of identification only coloured green;
- “Open Space Specification”** means the plan for the delivery of the Open Space including the specifications plans and drawings showing but not limited to the layout and design of the Open Space which may be provided in phases if the Owners so agree with the Council including details of any proposed play area and equipment landscaping, paths and access arrangements, street furniture and fencing together with details of the proposed future management regime for the Open Space to be agreed in writing with the Council;
- “Open Space Transfer”** a transfer of the Open Space to be approved in writing by the 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 Open Space;
 - (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 or the parish council (as the case may be) (if relevant);



Public Open Space



Notes:
Do not scale from this drawing to ascertain dimensions.
Copyright for all designs and drawings shall remain with Hopkins Homes Ltd. in accordance with the Copyright act.

Rev.	Date	Details
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PLANNING

Project: High Street, Pettistree	Project no: WIC5 Dwg no: 106.001
Drawing: Open Space Plan	Scale: 1:1000 @ A2 Rev: -
Plot Numbers: 136	Drawn by: LS Date: 04-05-21

(i) Not to use or permit the Open Space 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;

(ii) Not to use or permit the Open Space 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;

(iii) Not to use the Connectivity Works Contribution for any other purpose save as described in this Deed

(e) Positive covenants by the Management Company (if relevant):

(i) To apply the Connectivity Works Contribution solely for the purposes described in this Deed within 12 months of receipt of the Connectivity Works Contribution;

(ii) To return the Connectivity Works Contribution or any part which has not been expended at the end of 12 months from the date of receipt of such contribution together with any interest accrued to the Owner or such other person who has made the payment such payment as soon as practicable;

“Outline Planning Permission”

means the outline planning permission to be granted pursuant to the Application for seven (7) serviced Self Build Dwellings with associated access and infrastructure;

“Plan”

the plan attached to this Deed;

“Planning Permission”

the hybrid planning permission (made up of the Full Planning Permission and the Outline Planning Permission) subject to conditions to be granted by the Council pursuant to the Application as substantially set out in draft in the Schedule 2;

“Practical Completion” means the completion of a Dwelling to a standard which is wind and watertight and fit for habitation in terms of heating, plumbing, electrics and sanitation and “Practically Complete” shall be construed accordingly;

“Protected Person” means any person who:

a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right or equivalent voluntary scheme of disposal) in respect of a particular Affordable Housing Unit;

b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right or equivalent voluntary scheme of disposal) in respect of a particular Affordable Housing Unit;

c) a 100% Staircaser;

d) any mortgagee of a Shared Ownership Dwelling lawfully exercising the mortgagee protection provisions within that Shared Ownership Lease;

e) any successor in title to those named in (a) – (d) above;

“Qualifying Person” means an individual or individuals who satisfy the eligibility criteria contained within the approved Self Build Marketing Strategy to purchase a Self Build Plot;

“Reasonable Consideration” offer prices from Registered Providers which give the Owner a reasonable consideration having regard to current market conditions in the disposal of Affordable Housing of a similar type and location by Registered Providers on a grant free basis via Section 106 Agreements;

“Registered Provider” or “RP” either:-

- (i) A body registered as a social landlord pursuant to the provisions of the Housing Act 1996 or a housing association within the meaning of the Housing Associations Act 1985 or;
- (ii) any person or body or entity which is registered as a provider or social housing in accordance with Section 80(2) and Chapter 3 of the Housing and Regeneration Act 2008

to be approved in writing by the Council;

“RPI Index”

the “All Items” index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Parties;

“RPI Index Linked”

the increase in any sum referred to in this Deed as RPI Index Linked by an amount equivalent to the increase in the RPI Index to be calculated in accordance with Clause 11 of this Deed;

“Secondary School Transport Contribution”

the sum of one hundred and fourteen thousand four hundred and seventy-five pounds (£114,475) RPI Index Linked to be paid to the County Council in accordance with the Third Schedule and to be applied by the County Council towards the costs of providing a subsidised bus service from home to school for secondary school age children from the Development;


“Self Build Design Code”

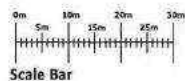
means the Self Build Design Code Revision A (November 2020) attached to Schedule 7 of this Deed;

“Self-Build Plots”

means comprising seven (7) Self Build Plots shown indicatively coloured blue on the attached drawing S106.002 Self Build Plan which are each to be secured as a "self build or custom housebuilding " plot as defined in section 1(A1) of the Custom Build Act and upon which 7 Self Build Units will be constructed;

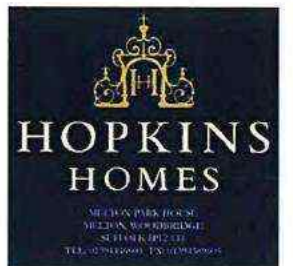
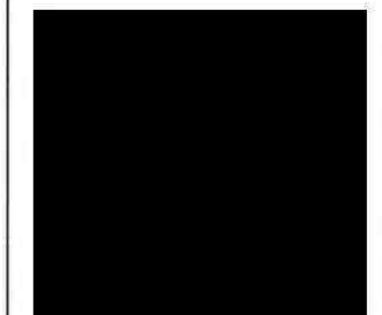


 Self-build Plots



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Rev.	Date	Details
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PLANNING

Project: High Street, Pettistree	Project no: WICS Dwg no: S106.002
Drawing: Self-Build Plots Location Plan	Scale: 1:1000 @ A2 Rev: -
Plot Numbers: 136	Drawn by: LS Date: 04-05-21

“Self-Build Dwellings”	means seven (7) dwellings to be constructed on the Self Build Plots to be constructed substantially in accordance with the Self Build Design Code as annexed to Schedule 7 and to be provided pursuant to the Outline Planning Permission;
“Self Build Marketing Strategy”	<p>means a strategy and details for each of the Self Build Plots to be submitted by the Owner and approved by the Council (both parties acting reasonably) which shall include the following details:</p> <p>(a) the period of marketing for the Self Build Plots which for the avoidance of doubt shall be no less than 12 months;</p> <p>(b) the terms on which the Self Build Plots will be marketed (including sales price and marketing brochure); and</p> <p>(c) contact details of the marketing agent;</p> <p>(d) the minimum price that each Self Build Discounted Plot and each Self Build Private Plot will be sold for;</p>
“Self-Build Register”	means the Council's register of persons seeking to acquire a Self-Build Plot;
“Self-Build Sale Contract”	means a contract or contracts) for the sale of the Self Build Plots which are conditional upon completion of the construction of the relevant Self Build Dwelling;
“Shared Ownership Dwelling”	means those Dwellings purchased on a Shared Ownership Lease;
“Shared Ownership Lease”	means a lease substantially in the form recommended by Homes England or where there is no such form in a

form approved by the Council such lease to provide for the following:

- not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider;

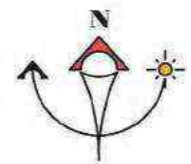
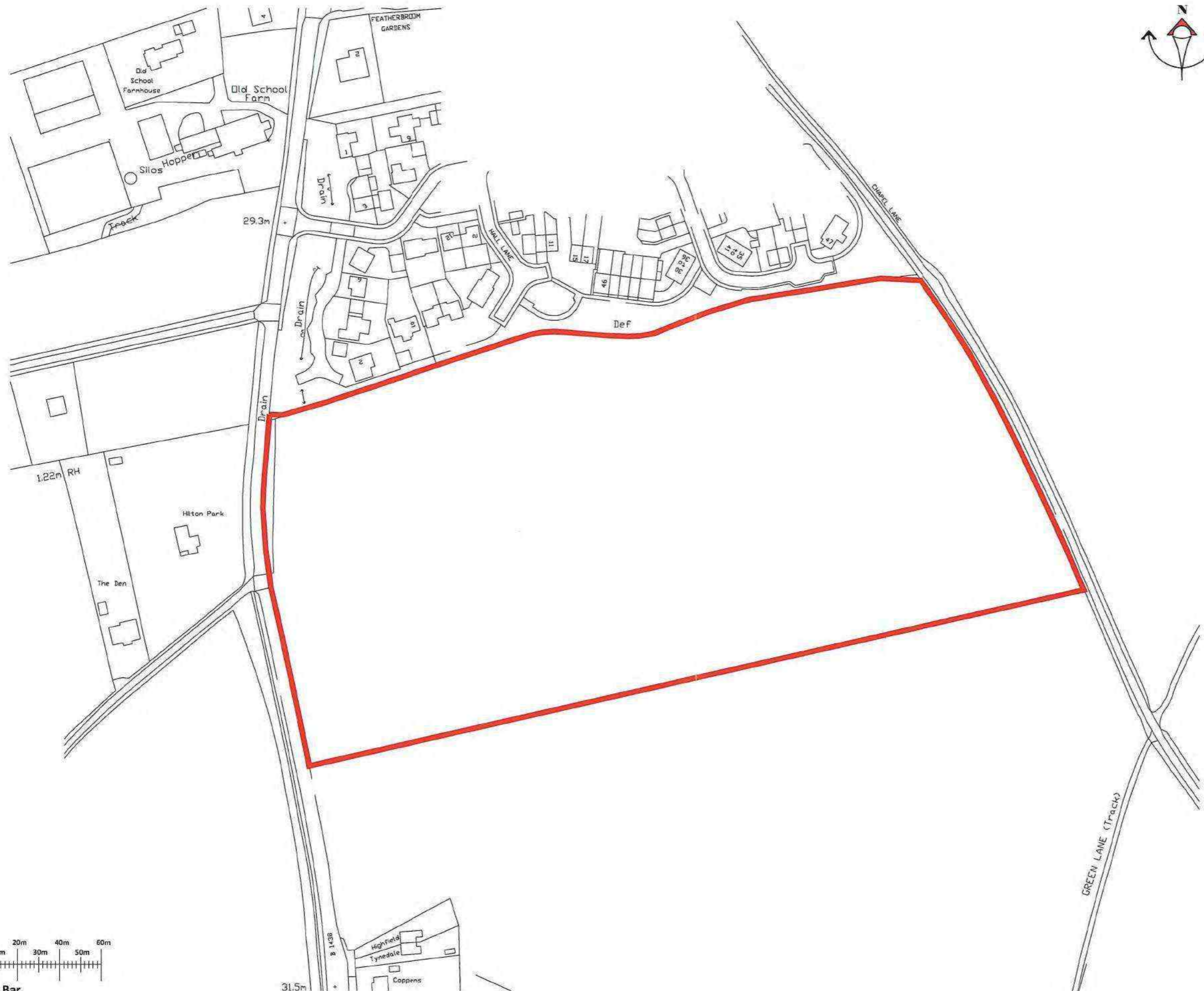
- power to the purchaser to increase their ownership up to 100% PROVIDED THAT the Council is able to obtain a waiver (if required) from Homes England under the Housing (Right to Enfranchise) (Designated Protected Areas) (England) Order 2009 as amended or re-enacted upon request by the Registered Provider if required;

- an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England;

“Site” means the land shown edged red on the Plan and described in Schedule 1 against which this Deed may be enforceable;

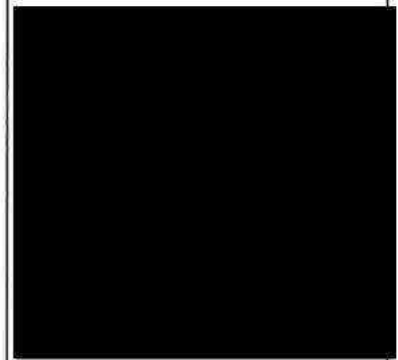
“Surveyor” means a surveyor or valuer with relevant experience of the property market in Pettistree/Wickham Market;

“Travel Plan” means a long-term management strategy for the development that seeks to deliver sustainable transport objectives and which is regularly reviewed, monitored and updated;



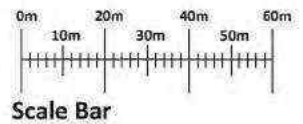
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Rev.	Date	Details



PLANNING

Project:	High Street, Pettistree	Project no:	WICS
Drawing:	Site Location Plan	Dwg no:	001
Plot Numbers:	136	Scale:	1:1250 @ A2
		Rev:	-
		Drawn by:	LS
		Date:	06-08-20



“Travel Plan Contribution” means the sum of sixty two thousand six hundred and eighty pounds (£62,680) RPI Index Linked to be paid to the County Council in accordance with Schedule 3 and to be applied by the County Council towards the costs of producing and implementing a Travel Plan for the Development;

“TRO Contribution” means the sum of eleven thousand five hundred pounds (£11,500) RPI Index Linked to be paid to the County Council in accordance with Schedule 3 and to be applied by the County Council towards the costs of obtaining and implementing a permanent traffic regulation order to reduce the speed limit of the road to the south of the Development to 30mph;

“Working Days” means any day Monday to Friday inclusive except bank or public holidays in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule 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 interchangeably 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 severally 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 person deriving title through or under that party and in the case of the Council and the County Council their respective successor or successor in title to their relevant statutory functions;

2.7 The headings are for reference only and shall not affect construction.

3. **LEGAL BASIS**

3.1 This agreement is a Deed made pursuant to section 106 of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 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 Council and the County Council against the Owner and its successors in title.

4. **CONDITIONALITY**

4.1 The planning obligations contained in this Deed are conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development;

save for clauses 5.2, 5.3, 5.4 and clauses 6 to 14 (inclusive) which shall come into effect immediately upon the completion of this Deed.

5. **THE OWNER'S COVENANTS**

5.1 The Owner covenants with the Council and the County Council as set out in Schedule 3;

5.2 The Developer agrees that it shall be bound by the terms of this Deed on becoming a freehold owner of the Site as a successor in title to the Owner but otherwise shall have no liability under this Deed;

The Developer covenants with the Owner that it shall neither perform nor procure the performance of any act constituting Commencement of Development prior to becoming freehold owner of the Site and shall fully and effectively indemnify the Owner against all costs claims demands and obligations incurred by the Owner in respect of or arising from any breach of this clause 5.3 (and for the avoidance of doubt the Owner shall use reasonable endeavours to mitigate their loss) save that this indemnity shall cease to apply from (i) the date that the Owner parts with their entire interest in the Site or (ii) if the Owner fails to complete the transfer of the Site to the Developer pursuant to the provisions of the option agreement made between them dated 17 April 2019 ("the Option") or (iii) if the Owner sells transfers or otherwise disposes of the Site to someone other than the Developer (other than at the direction of the Developer in accordance with the Option);

- 5.3 in respect of any breach hereof;
- 5.4 The Owner covenants so as to bind their interest in the Site to notify the District Council and the County Council in writing 14 days prior to the following;
- a. Commencement of Development;
 - b. Occupation of the first (1st) Dwelling;
 - c. Occupation of 30 Dwellings;
 - d. Occupation of 50 Dwellings;
 - e. Occupation of 70 Dwellings;
 - f. Occupation of the final Dwelling; and
 - g. Completion of the Development.

6. THE COUNCILS' COVENANTS

- 6.1 The Council and the County Council covenant with the Owner as set out in Schedule 5.

7. MISCELLANEOUS

- 7.1 The Developer shall pay to the Council their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed on completion of this Deed;
- 7.2 The Developer shall pay to the Council a monitoring fee of one thousand six hundred and thirty two pounds(£1632) on completion of this Deed;
- 7.3 The Developer shall pay to the County Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed together with a monitoring fee of one thousand six hundred and forty-eight pounds (£1648);
- 7.4 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999;
- 7.5 This Deed shall be registrable as a local land charge by the Council;
- 7.6 Where the agreement, approval, consent or expression of satisfaction is required by the Owner or the Developer from the Council and/or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the

Head of Planning Services (or the equivalent officer of the Council fulfilling such functions) and in the case of the County Council any such agreement, consent, approval or expression of satisfaction shall be given by the Director of Growth Highways and Infrastructure (or duly appointed successor) or officer acting under his/her hand;

- 7.7 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party and marked for the attention of the Executive Director of Growth, Highways and Infrastructure in the case of the County Council;
- 7.8 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;
- 7.9 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 (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development;
- 7.10 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 freehold or long leasehold interest in the Site or part of the Site to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest;
- 7.11 Save for the obligations contained in paragraph 1 of Schedule 3 which shall continue to be binding and enforceable against individual purchasers, owners, occupiers, lessees or their mortgagees of Affordable Housing Units subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 7.11.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Planning Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease; and
- 7.11.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site;

- 7.12 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;
- 7.13 In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that such new planning permission is granted pursuant to section 73 of the Act;
- 7.13.1 the obligations in this Deed shall in addition to binding the Site in respect of respect of the Planning Permission relate to and bind the Site in respect of any planning permission granted pursuant to Section 73 of the Act; and
- 7.13.2 the definitions of Development Application and Planning Permission shall be assumed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act;
- 7.14 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council and/or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority;
- 7.15 The Owner consents from the date that this Deed takes legal effect pursuant to clause 4 hereof to allow (subject to not less than 5 Working Days' written notice) the Council and its duly authorised officers or agents at all reasonable times to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.

8. **WAIVER**

- 8.1 No waiver (whether expressed or implied) by the Council the County Council or 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 Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP

- 9.1 As qualified by the following sub-clause the Owner agrees with the Council to give the Council written notice within 10 Working Days of any change in ownership of any of its interest in the Site occurring before all the obligations under this Deed have been discharged such notice quoting the Council's reference DC/20/3264/FULL and giving 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 and the title number or numbers thereof;
- 9.2 For the avoidance of doubt, the Owner shall not be obliged by this obligation to notify the Council of every plot or Dwelling disposal, but only if it disposes of all its freehold interest in the Site.

10. DISPUTE PROVISIONS

- 10.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares;
- 10.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error 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 in equal shares;
- 10.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation;

- 10.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days;
- 10.5 The provisions of this clause shall not affect the ability of the parties 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.

11. **INDEX LINKING**

Any sum referred to in Schedule 3 of this Deed shall be increased by an amount equivalent to the Index or RPI Index (as the context dictates) from the date of this Deed until the date on which such sum is payable using the application of the formula $A = B \times C/D$ where:

A = is the sum payable under this Deed

B = is the original sum calculated as the sum payable

C = is the Index or RPI Index as appropriate for the month 2 months before the date on which the sum is payable

D = is the Index or RPI Index as appropriate for the month 2 months before the date of this Deed

Where $C/D =$ is greater than 1

12. **INTEREST**

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

13. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

14. **DELIVERY**

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 hereto have executed this instrument as a Deed in the manner appearing hereafter but not delivered until the day and year first before written

The Common Seal of **EAST**)
SUFFOLK COUNCIL)
was hereunto affixed in the)
presence of:)

Authorised Signatory

Authorised Signatory

The Common Seal of)
SUFFOLK COUNTY)
COUNCIL)
was hereunto affixed in the)
presence of:)

Authorised Signatory

Executed by **GLORIA**)
JENERFER HAYWARD in)
the presence of:)
)

Witness signature

Witness Name

Witness Address

Witness Occupation:

Executed by DEBORAH)
JAYNE HAYWARD as)
EXECUTOR OF)
RICHARD JAMES)
HAYWARD)
(DECEASED) as a Deed
in the presence of:

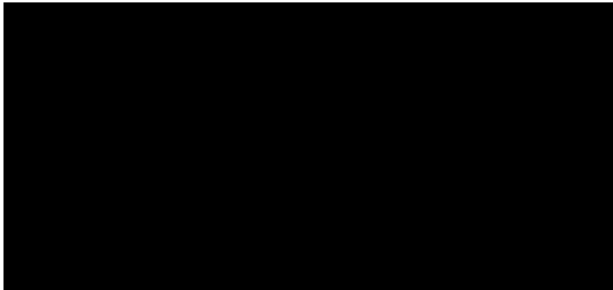
Witness signature

Witness Name

Witness Address

Witness Occupation:

EXECUTED AS A DEED by
BIRKETTS LLP
as attorney for



HOPKINS HOMES LIMITED in the presence of:

Attorney's signature:

Designated Member of Birketts LLP, as attorney for Hopkins Homes Limited

Witness sig



Witness na

Witness address:

*Providence House, 141-145 Princes Street
Ipswich IP1 1PJ*

Witness Occupation:

Administrator

SCHEDULE 1

DETAILS OF THE OWNER'S TITLE AND DESCRIPTION OF THE SITE

The freehold land showed edged with red on the Plan being land known land between High Street and Chapel Street, Pettistree, Suffolk which is registered at Land Registry under title number SK180282.

SCHEDULE 2

DRAFT PLANNING PERMISSION

Mr Geoff Armstrong
Armstrong Rigg Planning
The Exchange
Colworth Science Park
Sharnbrook
Bedford
MK44 1LZ

Planning Permission

Town and Country Planning Act 1990

The Town and Country Planning (Development Management Procedure) (England) Order 2015

Our reference	DC/20/3264/FUL
Date valid	9 September 2020
Site	Land Between High Street And , Chapel Lane , Pettistree
Parish	Pettistree
Proposal	A phased development comprising Hybrid Planning Application: (i) Full Planning Application - Residential development of 129 dwellings (including affordable housing) together with public open space, roads, accesses, parking, garages, drainage and associated infrastructure; (ii) Outline Planning Application - 7 No. serviced Self Build Plots with associated access and infrastructure.

Permission is hereby **granted** by East Suffolk Council as local planning authority for the purposes of the Town and Country Planning Act 1990, for development in complete accordance with the application shown above, the plan(s) and information contained in the application, and subject to compliance with the following conditions as set out below. Your further attention is drawn to any informatives that may have been included.

In determining the application, the council has given due weight to all material planning considerations including policies within the development plan as follows:

SCLP3.1 - Strategy for Growth (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

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POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ

SCLP10.4 - Landscape Character (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.5 - Settlement Coalescence (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.1 - Design Quality (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.2 - Residential Amenity (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.7 - Archaeology (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP12.60 - Land between High Street and Chapel Lane, Pettistree (adjoining Wickham Market) (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP7.1 - Sustainable Transport (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP5.8 - Housing Mix (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP5.9 - Self Build and Custom Build Housing (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP5.10 - Affordable Housing on Residential Developments (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP7.2 - Parking Proposals and Standards (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP8.2 - Open Space (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.2 - Sustainable Construction (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.5 - Flood Risk (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.6 - Sustainable Drainage Systems (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

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SCLP9.7 - Holistic Water Management (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.1 - Biodiversity and Geodiversity (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.4 - Landscape Character (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.5 - Settlement Coalescence (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.1 - Design Quality (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.2 - Residential Amenity (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.7 - Archaeology (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP12.60 - Land between High Street and Chapel Lane, Pettistree (adjoining Wickham Market) (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

Conditions:

1. For the 7 dwellings offered for self or custom builders (in outline):
 - a) Application for approval of any reserved matters must be made within three years of the date of this outline permission and then
 - b) The development hereby permitted must be begun within either three years from the date of this outline permission or within two years from the final approval of the reserved matters, whichever is the later date.

Reason: To comply with section 92 of the Town and Country Planning Act 1990.

2. The seven self-build plots shall be developed in accordance with the design principles set down in the Self-Build Design Code Revision A (November 2020). Plans and particulars showing the detailed proposals for all the following aspects of the self build plots ("the reserved matters") shall be submitted to the Local Planning Authority and development shall not be commenced before these details have been approved:
 - i) The siting of all buildings within their plots.
 - ii) The design of all the buildings, including the colour and texture of facing and roofing materials. A landscape design showing the planting proposed to be undertaken, the means of forming enclosures, the materials to be used for paved and hard surfaces and the finished levels in relation to existing levels.

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- iii) Measures to minimise water and energy consumption and to provide for recycling of waste.
- iv) The provision to be made within each plot for the parking, loading and unloading of vehicles.
- v) The alignment, height and materials of all walls and fences and other means of enclosure.

Reason: To secure a properly planned development.

3. For the 129 dwelling part where full planning permission is sought:
The development hereby permitted shall be begun within a period of three years beginning with the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 as amended.

4. The development hereby permitted shall be completed in all respects strictly in accordance with the following plans:

Site Location Plan 001 received 25 August 2020,
External works layout 002 Rev D received 30 April 2021,
Planning layout 003 Rev D received 30 April 2021,
Materials Plan 004 Rev C received 30 April 2020,
Street Scenes 005 received 30 November 2020,
10m Landscape Buffer 007 Rev A received 22 December 2020,
Self-build Phasing Plan 008 Rev A received 22 December 2020
Preliminary Access Proposals 1904-347-SK001 Rev E received 30 November 2020,
3D Views 006 received 30 November 2020.
Landscape Strategy Plan 6692/ASP4/LSP Rev C received 26 August 2020,
Landscape Cross Section Detail 6692/ASP5/CSD Rev A received 26 August 2020

And the following house type plans:

201 Rev A received 30 November 2020,
101, 102, 103, 104, 105 A, 106 A, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118,
119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137,
138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 202,
203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218 A 219 A, 220,
221, 222, 223, 224, 225, 226, 227, 228, 229, 230 and 231 received 25 August 2020;

And the following garage plans:

301, 302, 303 and 304 received 25 August 2020;

And the following miscellaneous plans:

Substation 401, External Works Details 402 and Bin and Cycle Store 403 received 25 August 2020

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for which permission is hereby granted or which are subsequently submitted to and approved by the Local Planning Authority and in compliance with any conditions imposed by the Local Planning Authority.

Reason: For the avoidance of doubt as to what has been considered and approved.

5. Prior to the commencement of development a Minerals Management Plan shall be submitted to and approved in writing by the local planning authority. The plan shall be implemented in accordance with the agreed details.

Reason: To ensure the sustainable use of reclaimed Mineral beneath the site.

6. Details of the play equipment to be provided on the site shall be submitted to and agreed in writing by the local planning authority. The play equipment shall be installed in accordance with the approved details prior to first occupation of the dwellings.

Reason: To ensure appropriate provision of play equipment.

7. Development must be undertaken in accordance with the ecological avoidance, mitigation, compensation and enhancement measures identified within the Ecology Assessment (Hopkins Ecology, August 2020) as submitted with the planning application and agreed in principle with the local planning authority prior to determination.

Reason: To ensure that ecological receptors are adequately protected and enhanced as part of the development.

8. No removal of hedgerows, trees or shrubs or other site clearance shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the local planning authority.

Reason: To ensure that nesting birds are protected.

9. Prior to any above ground works, a "lighting design strategy for biodiversity" for the site shall be submitted to and approved in writing by the local planning authority. The strategy shall:

- a) identify those areas/features on site that are particularly sensitive for biodiversity likely to be impacted by lighting and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and

- b) show how and where external lighting will be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly

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demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and these shall be maintained thereafter in accordance with the strategy. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

Reason: To ensure that impacts on ecological receptors from external lighting are prevented.

10. Prior to any above ground works an Ecological Enhancement Strategy, addressing how ecological enhancements will be achieved on site, will be submitted to and approved in writing by the local planning authority. Ecological enhancement measures will be delivered and retained in accordance with the approved Strategy.

Reason: To ensure that the development delivers ecological enhancements.

11. A landscape and ecological management plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior first occupation of the development. The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period):
- g) Details of the body or organisation responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

Reason: To ensure that the long-term ecological value of the site is maintained and enhanced.

12. No development above slab level shall take place until full details of both hard and soft landscape works have been submitted to and approved in writing by the Local Planning Authority and these works shall be carried out as approved. These details shall include

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proposed finished levels or contours; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting etc); proposed and existing functional services above and below ground (e.g. drainage power, communications cables, pipelines etc indicating lines, manholes, supports etc); retained historic landscape features and proposals for restoration, where relevant. Soft landscape works shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed number/densities where appropriate; implementation programme.

Reason: To ensure the provision of amenity afforded by appropriate landscape design.

13. All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed with the Local Planning Authority; and any trees or plants which, within a period of five years from completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation; all works shall be carried out in accordance with the relevant provisions of appropriate British Standards or other recognised Codes of Good Practice.

Reason: to ensure that the appearance of the development is satisfactory

14. Deliveries to the construction site and collections of waste during the construction phase shall be undertaken between 09.00 and 16.30 (except for the delivery of abnormal loads to the site which may cause congestion on the local road network).

Reason: In the interests of amenity.

15. Prior to the commencement of development a Construction Management Plan shall be submitted to and approved by the Local Planning Authority. This should contain information on hours of construction and how noise will be controlled so as to avoid annoyance to occupiers of neighbouring properties. Examples of measures to be included are:
- Good practice procedures as set out in BS5228:2014,
 - Best Practicable Means (BPM) as defined in Section 72, of the Control of Pollution Act 1974 (COPA),
 - Careful location of plant to ensure any potentially noisy plant is kept away from the site boundary as far as possible,
 - Careful selection of construction plant, ensuring equipment with the minimum power rating possible is used, and that all engine driven equipment is fitted with a suitable silencer,
 - Regular maintenance of plant and equipment to ensure optimal efficiency and quietness,
 - Training of construction staff where appropriate to ensure that plant and equipment is used effectively for minimum periods,

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ

g) If identified as necessary, the use of localised hoarding or enclosures around specific items of plant or machinery to limit noise breakout especially when working close to the boundary.

The Construction Management Plan shall be implemented in accordance with the approved details.

Reason: In the interests of amenity.

16. In the event that contamination which has not already been identified to the Local Planning Authority (LPA) is found or suspected on the site it must be reported in writing immediately to the Local Planning Authority. Unless agreed in writing by the LPA no further development (including any construction, demolition, site clearance, removal of underground tanks and relic structures) shall take place until this condition has been complied with in its entirety.

An investigation and risk assessment must be completed in accordance with a scheme which is subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and conform with prevailing guidance (including BS10175:2011+A1:2013 and CLR11) and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority.

Where remediation is necessary a detailed remediation method statement (RMS) must be prepared, and is subject to the approval in writing of the Local Planning Authority. The RMS must include detailed methodologies for all works to be undertaken, site management procedures, proposed remediation objectives and remediation criteria. The approved RMS must be carried out in its entirety and the Local Planning Authority must be given two weeks written notification prior to the commencement of the remedial works.

Following completion of the approved remediation scheme a validation report that demonstrates the effectiveness of the remediation must be submitted to and approved in writing by the LPA.

Reason: 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.

17. Dust control measures shall be applied during the construction phase of the development in accordance with the dust mitigation measures set out in Section 5.4 (Pages 19 to 23) of the SLR Air Quality Screening and Dust Risk Assessment report dated 8 October 2020.

Reason: In the interests of amenity.

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POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ

18. No development shall take place until a scheme for the installation of fire hydrants throughout the site has been submitted to and approved in writing by the Local Planning Authority in conjunction with the Fire and Rescue Service. The fire hydrants shall be installed prior to occupation of dwellings.

Reason: In the interests of fire safety.

19. Before the development hereby permitted is occupied full details of electric vehicle charging points to be installed in the development shall have been submitted to the Local Planning Authority and approved in writing. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development makes adequate provision for electric vehicle charging points to encourage the use of electric vehicles.

20. Prior to the commencement of development full details of how the development will achieve high energy efficiency standards that result in a 20% reduction in CO2 emissions below the Target CO2 Emission Rate (TER) set out in the Building Regulations and water efficiency of 110 litres/person/day shall be submitted to and approved in writing by the local planning authority. The development shall be constructed in accordance with the agreed details.

Reason: In the interests of sustainable construction.

21. No development shall commence until details 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.

Reason: To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained

22. No development shall commence until details of the implementation, 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.

Reason: To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.

23. Within 28 days of completion of the last dwelling/building become erected details of all Sustainable Drainage System components and piped networks have been submitted, in an approved form, to and approved in writing by the Local Planning Authority for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ

Reason: To ensure that the Sustainable Drainage System has been implemented as permitted and that all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as per s21 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk with the county of Suffolk

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/flood-risk-asset-register/>

24. No development shall commence until details of a Construction Surface Water Management Plan (CSWMP) by a qualified principle site contractor, detailing how surface water and storm water will be managed on the site during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the local planning authority. The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP and shall include:
- a. Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include :-
 - i. Temporary drainage systems
 - ii. Measures for managing pollution / water quality and protecting controlled waters and watercourses
 - iii. Measures for managing any on or offsite flood risk associated with construction

Reason: To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater. This condition is a pre commencement planning condition and requires details to be agreed prior to the commencement of development to ensure flooding risk as a result of both construction and use of the site is minimised and does not result in environmental harm or even risk to life.

25. The new vehicular access shall be laid out and completed in all respects in accordance with Drawing No. 1904-347-SK001 Rev E; and made available for use prior to occupation. Thereafter the access shall be retained in the specified form.

Reason: 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.

26. No part of the development shall be occupied until details of the proposed pedestrian crossing and associated highway improvements (including Bus Stop improvements) indicatively shown on Drawing No. 1904-347-SK001 Rev E have been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be laid out and constructed in its entirety prior to occupation.

Reason: To ensure that the necessary improvements are designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ

27. Prior to any above ground works details of the areas to be provided for storage of Refuse/Recycling bins shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter for no other purpose.

Reason: To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users.

28. Before the development is commenced, details of the estate roads and footpaths, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that roads/footways are constructed to an acceptable standard.

29. No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least Binder course level or better in accordance with the approved details except with the written agreement of the Local Planning Authority.

Reason: To ensure that satisfactory access is provided for the safety of residents and the public.

30. The new estate road junction(s) with High Street inclusive of cleared land within the sight splays to this junction must be formed prior to any other works commencing or delivery of any other materials.

Reason: To ensure a safe access to the site is provided before other works and to facilitate off street parking for site workers in the interests of highway safety.

31. The use shall not commence until the area(s) within the site shown on Drawing No. WIC5 003 C for the purposes of [LOADING, UNLOADING,] manoeuvring and parking of vehicles has been provided and thereafter that area(s) shall be retained and used for no other purposes.

Reason: 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.

32. Prior to any above ground works details of the areas to be provided for secure cycle storage shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and used for no other purpose.

Reason: To ensure the provision and long term maintenance of adequate on-site space for cycle storage to encourage sustainable travel.

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

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33. Before the access is first used visibility splays shall be provided as shown on Drawing No. 1904-347-SK001 Rev E with an X dimension of 2.4m and a Y dimension of 120m to the north and 160m to the south and thereafter retained in the specified form. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.

Reason: To ensure vehicles exiting the drive would have sufficient visibility to enter the public highway safely, and vehicles on the public highway would have sufficient warning of a vehicle emerging to take avoiding action.

34. No development shall take place within the area indicated [the whole site] until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority.
The scheme of investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

Reason: The site is potentially of archaeological and historical significance.

35. 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 34 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason: The site is potentially of archaeological and historical significance.

Informatives:

1. The Local Planning Authority has assessed the proposal against all material considerations including planning policies and any comments that may have been received. The planning application has been approved in accordance with the objectives of the National Planning

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Policy Framework and local plan to promote the delivery of sustainable development and to approach decision taking in a positive way.

2. East Suffolk Council is a Community Infrastructure Levy (CIL) Charging Authority.

The proposed development referred to in this planning permission may be chargeable development liable to pay Community Infrastructure Levy (CIL) under Part 11 of the Planning Act 2008 and the CIL Regulations 2010 (as amended).

If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling, holiday let of any size or convenience retail, your development may be liable to pay CIL and you must submit a CIL Form 2 (Assumption of Liability) and CIL Form 1 (CIL Questions) form as soon as possible to CIL@eastsoffolk.gov.uk

A CIL commencement Notice (CIL Form 6) must be submitted at least 24 hours prior to the commencement date. The consequences of not submitting CIL Forms can result in the loss of payment by instalments, surcharges and other CIL enforcement action.

CIL forms can be downloaded direct from the planning portal:

https://www.planningportal.co.uk/info/200136/policy_and_legislation/70/community_infrastructure_levy/5

Guidance is viewable at: <https://www.gov.uk/guidance/community-infrastructure-levy>

3. It is an OFFENCE to carry out 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. Unless otherwise agreed in writing all works within the public highway shall be carried out by the County Council or its agents at the applicant's expense.

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.

The Local Planning Authority recommends that developers of housing estates should enter into formal agreement with the Highway Authority under Section 38 of the Highways Act 1980 relating to the construction and subsequent adoption of Estate Roads.

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4. This permission is subject to the completion of a Section 106 legal agreement for the provision of affordable housing, open space and infrastructure provision..

Yours sincerely,



Philip Ridley BSc (Hons) MRTPI | Head of Planning & Coastal Management
East Suffolk Council

Date:

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Please read notes below

Note

Most work, including change of use, has to comply with Building Regulations. Have you made an application or given notice before work is commenced?

Town and Country Planning Act 1990

Notification to be sent to an applicant when a local planning authority refuse planning permission or grant it subject to conditions

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission 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.

Planning applications: Sections 78 Town & Country Planning Act 1990

Listed Building applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1990.

Advertisement applications: Section 78, Town and Country Planning Act 1990 Regulation 15, Town & Country Planning (Control of Advertisements) Regulations 2007.

- Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice.
- If an enforcement notice has been/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.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

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- 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.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

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SCHEDULE 3

THE OWNER'S COVENANTS WITH THE COUNCIL AND THE COUNTY COUNCIL

1. **AFFORDABLE HOUSING**
- 1.1 Subject to the provisions of this paragraph 1 from the date of Practical Completion of the Affordable Housing Units they shall not be used other than for the purposes of Affordable Housing in accordance with the tenure and mix set out Affordable Housing Table and thereafter let or sold to an Eligible Person nominated by the Council in accordance with the relevant Nominations Agreement and in respect of Affordable Rental Units only, also in accordance with the Allocation Policy, unless otherwise agreed in writing with the Council;
- 1.2 The Owner covenants not to Occupy or allow Occupation of more than thirty (30) Market Housing Units unless and until eight (8) Affordable Housing Units are Practically Complete and transferred to a Registered Provider (and for the avoidance of doubt the term "transferred" in this Schedule 3 shall mean either a transfer of the freehold interest or the grant of 125 year leasehold interest of such Affordable Housing Unit) unless otherwise subsequently agreed in writing by the Council's Housing Strategy and Enabling Manager and the Owner;
- 1.3 The Owner covenants not to Occupy or allow the Occupation of more than forty five (45) Market Housing Units unless and until twenty five(25) Affordable Housing Units are Practically Complete and transferred to a Registered Provider unless otherwise subsequently agreed in writing by the Council's Housing Strategy and Enabling Manager and the Owner;
- 1.4 The Owner covenants not to Occupy or allow the Occupation of more than sixty five(65) Market Housing Units until all the remaining Affordable Housing Units are Practically Complete and transferred to a Registered Provider unless otherwise subsequently agreed in writing by the Council's Housing Strategy and Enabling Manager and the Owner;
- 1.5 The Owner covenants to commence marketing of the Affordable Dwellings no later than one(1) month after the date of Practical Completion of the relevant Affordable Dwelling ;
- 1.6 If a Registered Provider cannot be found for any of the Affordable Housing Units within six months from the date of Practical Completion of the Affordable Housing Units despite the Owner's reasonable endeavours to do so the Owner will provide written notification of such to the Council's satisfaction (the Council at all times acting reasonably) that demand from a Registered Provider has not been forthcoming for Reasonable Consideration;

1.7 If the Council is satisfied that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Council will enter into written negotiations with the Owner to seek an agreed way forward that does not disadvantage or fetter the Owner's ability to continue construction or occupation of the Development prevent the Owner whilst maximising the provision of Affordable Housing;

1.8 The provisions of this paragraph 1 shall not be binding on a mortgagee or chargee (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 (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:

- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely.

1.9 All proceeds of sale of a Shared Ownership Dwelling received by the Registered Provider (whether on initial sale, partial staircasing or final staircasing) less the costs of developing the Shared Ownership Dwelling and disposing of the same, are to be ring-fenced and used for the provision of Affordable Housing within the East Suffolk District.

2. **SELF-BUILD HOUSING**

2.1 The Self-Build Dwellings shall be constructed substantially in accordance with the Self-Build Design Code;

2.2 Not to Occupy more than thirty (30) Market Housing Units unless and until the Self-Build Marketing Strategy has been approved in writing by the Council (such approval not to be unreasonably delayed or withheld) PROVIDED THAT the Self-Build Marketing Strategy shall be deemed to be approved if the Council do not respond in

writing in relation to it within thirty (30) Working Days of receiving the Self Build Marketing Strategy;

- 2.3 Prior to the Occupation of the fifty (50) Market Housing Unit the Self-Build Plots shall be made available for development with all services and vehicular access provided to base course level;
- 2.4 Following the completion of the provisions set out in paragraph 2.3 of this Schedule 3 to market the Self Build Plots in accordance with the approved Self Build Marketing Strategy and thereafter to notify the Council if any person serves a notice of interest in relation to a Self-Build Plot;
- 2.5 The Owner covenants that the Self Build Plots shall initially be offered for sale to individuals registered upon the Self Build Register of the Council however the Self Build Plots can be offered to individuals who are not registered upon the Self Build Register;
- 2.6 To act in good faith in trying to agree both the terms of and the exchange of a Self-Build Sale Contract and not to take any unreasonable steps which would otherwise frustrate such exchange;
- 2.7 The Council shall make reasonable endeavours to notify eligible persons on the Self-Build Register who have expressed an interest in a Self-Build Plot on the Site as it deems appropriate;
- 2.8 The Owner and the Council hereby agree that if at the end of the twelve(12) month marketing period set out in the approved Self Build Marketing Strategy there is either no interest in the relevant Self Build Plot or where interest has been shown in the relevant Self Build Plot but a Self-Build Sale Contract has not been entered into within three (3) months of a person serving notice of interest in relation to a Self-Build Plot then the provisions of paragraph 2 to this Schedule 3 shall cease to apply to the relevant Self Build Plot and such plot may be sold on the open market as a Market Housing Unit free from any encumbrance or provision contained within this paragraph 2.

3. **OPEN SPACE**

- 3.1 The Owner covenants with the Council that it shall submit the Open Space Specification for approval prior to the Occupation of any Market Housing Unit (such specification to include a programme for the phasing and delivery of the Open Space areas within the Development and the transfer of the Open Space to a Management Company or such other organisation as may be agreed with the Council together with details of the maintenance arrangements for the Open Space);

- 3.2 The Owner further covenants with the Council to lay out the Open Space in accordance with the programme for delivery of the Open Space set out in the approved Open Space Specification within the Development prior to Occupation of more than seventy (70) Market Housing Units in accordance with the Open Space Specification as approved by the Council;
- 3.3 Following the laying out and landscaping of the Open Space in accordance with the approved Open Space Specification the Open Space shall be properly maintained and managed in accordance with the principles of good estate management and in accordance with the approved Open Space Specification until such time as the relevant Open Space has been transferred to a Nominated Body;
- 3.4 Prior to the Occupation of any Market Housing Unit, the Owner shall serve written notice upon the Council requesting confirmation of the Nominated Body that shall take ownership of and be responsible for the future management and maintenance of the Open Space Areas and the Council shall confirm the identity of the proposed Nominated Body to the Owner within fourteen (14) Working Days of receipt of such written notice and in the event that the Council does not confirm the identity of the proposed Nominated Body at the expiry of the fourteen (14) Working Day time period the Nominated Body shall be deemed to be the Management Company;
- 3.5 If the Nominated Body is a parish council , the Owner shall transfer all the Open Space to the relevant council within 12 months of Practical Completion of all the Open Space Areas and upon completion of the transfer of all the Open Space the Owner shall pay to the relevant council a commuted sum in respect of the future maintenance of the Open Space such commuted sum to be calculated in accordance with the rates applicable at the date of transfer and such commuted sum to be agreed prior to the transfer of all the Open Space;
- 3.6 If the Nominated Body is a Management Company the Owner shall transfer all the Open Space to the Management Company within twelve(12) months of occupation of the final Dwelling;
- 3.7 Until such time as the relevant Open Space is transferred the Owner shall maintain or procure the maintenance of the Open Space in accordance with the approved Open Space Specification;
- 3.8 Following completion of the Open Space it shall (in perpetuity):
 - 3.8.1 Not to be used for any purpose other than as public open space for the benefit of members of the public;
 - 3.8.2 Be maintained and managed in a clean and tidy condition in accordance with the Open Space Specification;

- 3.8.3 Not to be built on or allowed to be built on any building on the Open Space, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the Open Space;
- 3.9 In the event that within ten (10) years from the date of this Deed, the Management Company serves written notice upon the Owner confirming that it has made arrangements for the delivery of the Connectivity Works , the Owner shall pay the Connectivity Works Contribution to the Management Company within fifteen (15) working days of receipt of such written notice from the Management Company.

4. **HABITAT MITIGATION CONTRIBUTION**

4.1 The Owner covenants:

- 4.1.1 to pay the Habitat Mitigation Contribution to the Council prior to Commencement;
- 4.1.2 not to Commence or permit the Commencement of the Development unless and until the Habitat Mitigation Contribution has been paid to the Council.

5. **HIGHWAY IMPROVEMENTS CONTRIBUTION**

- 5.1 The Owner covenants to pay the Highway Improvement Contribution to the County Council prior to first Occupation of the first Dwelling;
- 5.2 The Owner shall not Occupy or permit the Occupation of the first Dwelling until the Highway Improvements Contribution has been paid to the County Council.

6. **TRO CONTRIBUTION**

- 6.1 The Owner covenants to pay the Highway Improvement Contribution to the County Council on Commencement of Development;
- 6.2 The Owner shall not Occupy or permit first Occupation of any Dwelling until the TRO Contribution has been paid to the County Council.

7. **TRAVEL PLAN CONTRIBUTION**

- 7.1 The Owner covenants to pay 50% of the Travel Plan Contribution to the County Council six months prior to first Occupation of the first Dwelling;
- 7.2 The Owner shall not Occupy or permit first Occupation of the first Dwelling until 50% of the Travel Plan Contribution has been paid to the County Council;

7.3 The Owner covenants to pay the remaining 50% of the Travel Plan Contribution to the County Council prior to the first Occupation of the seventieth (70th) Dwelling;

7.4 The Owner shall not Occupy or permit the Occupation of more than seventy (70) Dwellings until remaining 50% of the Travel Plan Contribution has been paid to the County Council.

8. **SECONDARY SCHOOL TRANSPORTATION CONTRIBUTION**

8.1 The Owner covenants to pay 50% of the Secondary School Transportation Contribution to the County Council prior to first Occupation of the first Dwelling;

8.2 The Owner shall not Occupy or permit the Occupation of any Dwelling until 50% of the Secondary School Transportation Contribution has been paid to the County Council;

8.3 The Owner covenants to pay the remaining 50% of the Secondary School Transportation Contribution to the County Council prior to first Occupation of the seventieth (70th) Dwelling;

8.4 The Owner shall not Occupy or permit the Occupation of more than seventy (70) Dwellings until remaining 50% of the Secondary School Transportation Contribution has been paid to the County Council.

SCHEDULE 4

AFFORDABLE HOUSING TABLE

SHARED OWNERSHIP DWELLINGS		
TYPE	NUMBER	PLOT
1 bed 2 person apartment	5	33, 34, 91, 99, 100
2 bed 4 person house	10	35, 92-96, 124,126,127, 129
3 bed 5 person house	7	55,56, 97, 98, 123, 128, 130
	22 plots	
AFFORDABLE RENTED UNITS		
1 bed 2 person apartment	8	24 - 31
1 bed 2 person house	5	32, 57, 90, 101, 102
2 bed 3 person flat	1	38
2 bed 4 person house	7	39, 40,86, 87, 88, 89,125
3 bed 5 person house	2	36,37
	23 plots	

SCHEDULE 5

COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS

1. The Council shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owner when satisfied that such obligations have been performed.
2. The County Council covenants with the Owner that it shall apply the TRO Contribution Travel Plan Contribution Secondary School Transport Contribution and Highway Improvements Contribution solely towards the purposes specified in this Deed.
3. The County Council further covenants with the Owner that it shall:
 - 3.1 repay any part of the TRO Contribution Travel Plan Contribution Secondary School Transport Contribution and Highway Improvements Contribution remaining unspent after ten years from the date of first Occupation of the final Dwelling (including any interest accrued) to the party who paid such contribution within 28 Working Days of receipt of a written request for the repayment of any such unspent monies.
4. The Council covenants with the Owner that it will apply the Habitat Mitigation Contribution towards the purpose specified in the definition and for no other purpose whatsoever.
5. In the event that the Habitat Mitigation Contribution is not applied for its specified purpose within 10 years of the receipt of the contribution the Council covenants with the Owner that it will refund to the Owner such contribution which has not been committed or expended along with Interest from the date of any payment to the date of repayment.
6. The Council and the County Council shall ensure that any monies paid to them under this Deed are paid into an interest bearing account or accounts.

SCHEDULE 6

PART 1 - NOMINATION AGREEMENT (affordable rent)

DATED

202

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Affordable Dwelling(s) for Rent

At

(name of scheme)

THIS NOMINATION AGREEMENT is made the day of 202

BETWEEN:

1)of registered in England by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 (Register Number) (the Association)

and

2) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge, IP12 1RT (“the Council”)

1. Definitions

In this Deed:

“Affordable Dwelling(s) for Rent” means Dwellings on the Development to be made available as Affordable Housing let at a monthly or weekly rental figure that does not exceed:-

(a) 80% of the local market rent inclusive of service charges; or

(b) (if lower) the local housing allowance rate; or

(c) with rent increases during the term of any individual tenancy being limited to increases in the Consumer Price Index from the date of this Nomination Agreement plus 1% or any subsequent relevant limit placed upon Registered Providers by the Regulator or Central Government;

“Affordable Housing” means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

“Allocation Policy” means the policy and procedure that the Council has adopted to determine eligibility and priority for Affordable Dwelling(s) for Rent

“Chargee” means any mortgagee or charge 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 n or any administrator (howsoever appointed) including a housing administrator

“Choice Based Lettings” - means the process used to advertise Affordable Dwellings for Rent in the Council area or any system that replaces it.

“Development” means the []

“Effective Date” means the date that the application form is received by the Partner Organisation (PO), except in the following situations:

- i. When an applicant is moved from one band to a higher band, their new effective date will be the date that their circumstances changed or when the PO is advised of this;
- ii. Where an applicant receives priority on medical or welfare grounds, their effective date will be the date that they the application for the award is received by the PO;
- iii. Where an applicant has been accepted as homeless their effective date will be the date that they applied as homeless unless they already qualify for Band B with an earlier date;
- iv. Where a woman is pregnant and the baby will make her eligible for a larger property, her effective date for the larger property will be the date that the baby is born

“Initial Let” means the first tenancy or lease of a newly constructed and previously unoccupied Affordable Dwelling(s) for Rent in accordance with Section 199 of the Housing Act 1996 as amended by Section 315 of the Housing and Regeneration Act 2008

“Landlord(s)” means a person or persons who are required to use the Council’s Choice Based Lettings process

“Nominee” or “Nominees” means a person named in the Shortlist nominated by the Council to the Registered Provider who qualify for a tenancy in accordance with the Registered Provider’s letting criteria (details of which have been provided to the Council prior to the date of such nominations) to be the tenant of an Affordable Dwelling(s) for Rent.

“Partner Organisation” or “PO” means each of the eight District and Borough Councils participating in the current Choice Based Lettings scheme

“Property” means the land [] shown edged red on the plan attached hereto

“Registered Provider” or “RP” means the Association or a Registered Provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator under Chapter 3 of that Act

“Regulator” – the Regulator of Social Housing or any body that replaces its role as regulator of Registered Providers

“Shortlist” means the list of applicants (as may be updated from time to time) to be supplied by the Council in line with the Allocation Policy and procedures giving the names of person(s) who the Council considers to be eligible for this size of property and have a local connection (as determined by the Council/ or as determined in the Section 106 Agreement for the Property and who has been assessed as being in housing priority.

“Tenancy Agreement” means an introductory/probationary tenancy, assured shorthold, assured or secure tenancy agreement in a form prepared by the Registered Provider and in line with an approved policy that meets the requirements of the Regulator.

“Vacancy Notice” means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the construction and fitting out of the Affordable Dwelling(s) for Rent is completed and the Affordable Dwelling(s) for Rent is ready to be advertised through Choice Based Lettings or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

“Void” means an Affordable Dwelling(s) for Rent which is vacant otherwise than as a result of the tenant having

- (a) Moved to other accommodation either by transfer or decant provided by the Registered Provider;
- (b) Moved to other accommodation under a reciprocal arrangement provided by another Registered Provider registered with The Regulator under the Housing Act 1996 or Housing and Regeneration Act 2008; or
- (c) Moved to other accommodation by reason of a mutual exchange

“Void Notice” means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the Affordable Dwelling(s) for Rent is available to be advertised through Choice Based Lettings or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

2 Enabling Provisions

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 33 (1) (b) of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

3 Procedure

The parties agree that the Registered Provider shall give the Council nomination rights for each and every Initial Let and Void and the following procedure shall apply to the nomination of persons in respect of the Affordable Dwellings(s) for Rent.

3.1 Initial lets

- 3.1.1 The Registered Provider shall give the Council not less than 2 months' written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation
- 3.1.2 The Registered Provider shall serve a Vacancy Notice on the Choice Based Lettings system detailing the date available for Occupation in respect of the Affordable Dwelling(s) for Rent at the point when it wishes the Affordable Dwelling(s) for Rent to be advertised. This will be in line with agreed advertising cycles which form part of the Allocation Policy.
- 3.1.3 The Council shall arrange for the Affordable Dwelling(s) for Rent to be advertised. Within 2 Working Days of the bidding cycle closing the Council shall serve upon the Registered Provider a Shortlist. The Nominees will be prioritised in line with their housing need and banding priority and effective date. The Council may agree to delegate the shortlisting to the Registered Provider and as required, verification of relevant applicant information.
- 3.1.4 The Shortlist to be served by the Council under clause 3.1.3 shall:
- i. Specify the appropriate category of Affordable Dwelling(s) for Rent, and
 - ii. Indicate the priority for the housing of the persons named and any other relevant information using a standard pro-forma document via a generic e-mail address to the Council's Choice Based Lettings scheme
- 3.1.5 Upon the properties being ready to let the Registered Provider shall within five (5) Working Days of the date of receipt of the Shortlist select a Nominee from the Shortlist taking into account the priority in the order given for housing indicated by the Council and shall use its reasonable endeavours to arrange a viewing of the Affordable Dwelling(s) for Rent and offer a Tenancy Agreement to such selected Nominee subject to any final checks as agreed in line with the Council's Allocation Policy and the Registered Provider's letting criteria

- 3.1.6 If the selected Nominee fails to accept the offer of a tenancy within one (1) Working Day of receipt of the Registered Provider's offer such selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to another Nominee by repeating the procedure set out in clause 3.1.5
- 3.1.7 If the second selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then such second selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to a third Nominee by repeating the procedure set out in clause 3.1.5
- 3.1.8 If such third selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then the Registered Provider will request a further Shortlist from the District Council and the District Council will supply this within three (3) Working Days.
- 3.1.9 If the District Council is unable to supply any further Nominees the Registered Provider will request that the Affordable Dwelling(s) for Rent is re-advertised and the procedures set out in 3.1.3 – 3.1.8 are complied with
- 3.1.10 If following re-advertising in accordance with clause 3.1.9 and the procedure in 3.1.3- 3.1.8, no Nominee signs a Tenancy Agreement the Registered Provider shall be free to let the Affordable Dwelling(s) for Rent to any person in need of such Affordable Dwelling(s) for Rent who complies with the Registered Provider's allocations policy.

4. Voids

- 4.1 Should an Affordable Dwelling(s) for Rent become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the procedures set out in 3.1.2 – 3.1.9 shall apply except 3.1.2 which shall refer to Void Notice rather than Vacancy Notice in addition to 4.1.1:

- 4.1.1 The Registered Provider shall give the Council not less than 1 months written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation

5. Provision of information and alteration of lists

- 5.1 The Registered Provider shall give notification to the Council of the following events within (2) Working Days of their occurrence:

- i. a Nominee failing to view an Affordable Dwelling(s) for Rent when a viewing has been arranged
- ii. a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Nomination Agreement
- iii. a Nominee accepting an offer of a Tenancy Agreement
- iv. Registered Provider rejecting a Nominee in accordance with Clause 5.3

5.2 Arrangements for notification to the Council will be set out in the Council's approved Allocation Policy

5.3 The Registered Provider shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of the Registered Provider the grant of an assured tenancy to such Nominee would be in contravention of the Registered Provider's registered rules or its letting criteria. The Registered Provider is required to make decisions without influence from third parties.

5.4 The Council shall notify the Registered Provider in writing of any Nominee that is withdrawn from the Shortlist

5.5 The Registered Provider must ensure that they handle all information in line with the current Data Protection Act 1998 and future general data protection regulations and procedures and the requirements of the Councils' Allocation Policy

5.6 The Council and the Registered Provider agree that the nominations rights contained in this Nomination Agreement may be varied from time to time by agreement in writing by the parties

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting

7. Chargee Provisions

The provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT it has first complied with the following:

- a) the Chargee shall first give notice to the Council of its intention to dispose of the Affordable Dwelling(s) for Rent and shall have used reasonable endeavours over a

period of three months from the date of the written notice to complete a disposal of the Affordable Dwelling(s) for Rent to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

- b) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Dwelling(s) for Rent free from the obligations contained in this Agreement which provisions shall determine absolutely in relation to the affected Affordable Dwelling(s) for Rent

8. Transfer to other Registered Providers

- 8.1 The Registered Provider shall provide notice to the Council within five (5) Working Days of any transfer of the Affordable Dwelling(s) for Rent to another Registered Provider
- 8.2 The Registered Provider shall use its reasonable endeavours to procure that any Registered Provider to which the Affordable Dwelling(s) for Rent erected thereon are transferred otherwise than by direction of The Regulator under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council simultaneously on completing the transfer of the Property

9. Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

10. Agreements and Declarations

- 10.1 Nothing in this Nomination Agreement fetters or restricts the exercise by the District Council of any of its powers
- 10.2 The obligations contained in this Nomination Agreement are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 section 33

12 Third Party Rights

No provisions of this Nomination Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

In witness whereof the parties have executed this Nomination Agreement on the day and year first before written

THE COMMON SEAL of

was affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of EAST SUFFOLK COUNCIL

was affixed

In the presence of:-

Authorised signatory

PART 1 - NOMINATION AGREEMENT (shared ownership)

DATED

202

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Shared Ownership Dwellings

At

(name of scheme)

THIS NOMINATION AGREEMENT is made the day of

202

BETWEEN:-

- (1)of/ registered in England by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 (Register Number) (the Association) [
- (2) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge, IP12 1RT ('the Council')

1. Definitions

In this Deed:-

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

"Affordable Housing Unit" means xx dwellings all of which shall be Affordable Housing to be provided on the Property and which dwellings shall be sold subject to a Shared Ownership Lease to a person nominated by the Council pursuant to this deed of nomination rights .

"Chargee" means any mortgagee or chargee (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

"Choice Based Lettings" - means the process used to advertise affordable housing properties in the District of East Suffolk or any system that replaces it.

"Help to Buy website" means the website approved by central government to advertise Shared Ownership properties or any other mechanism or system that is set up to replace it

"Housing register" means the list maintained by the Council of people who have been assessed as eligible for affordable housing (under part VI of the Housing Act 1996) or any system that replaces it

“Initial Sale” means the first sale of the newly constructed and previously unoccupied Affordable Housing Unit by the RP by way of a Shared Ownership Lease

“Practical Completion” the completion of an Affordable Housing Unit to a standard which is wind and water tight and fit for habitation in terms of heating, plumbing, electrics and sanitation

“Property” means the land [] shown edged red on the plan attached hereto

“Registered Provider” or “RP” means the Association or a Registered Provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator under Chapter 3 of that Act

“Regulator” – The Regulator of Social Housing or any body that replaces its role as regulator of Registered Providers

“S106 Agreement” means the agreement dated [] under section 106 of the Town and Country Planning Act 1990 between []

“Shared Ownership Lease” means a lease of the Affordable Housing Unit where the lessee purchases an initial share of the equity in the Affordable Housing Unit of not less than 25% and not more than 75% for a premium and rents the remainder and is entitled to acquire further shares of the equity up to 100% after a period of 2 years from the date of the Initial Sale (or at any time in the case of a Chargee)

“Shared Ownership Lessee” means the lessee for the time being of a Shared Ownership Lease

2. Enabling Provisions

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 33 (1) (b) of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

3. Procedure

The Parties agree that the Affordable Housing Unit will be sold on a Shared Ownership Lease basis and the purchaser shall be selected in accordance with the procedure detailed in the clause 3.1 below

3.1 Initial Sales

In relation to the Initial Sales of the Affordable Housing Units the following provisions shall apply:-

- 3.1.1 The RP shall give the Council not less than two (2) months written notice of the date when all the Affordable Housing Units will be ready for Occupation
- 3.1.3 The Council shall alert applicants from the Housing Register who have expressed an interest in low cost home ownership that the units are becoming available and advise them to contact the RP or direct them to the Help to Buy website
- 3.1.4. The RP shall upload details of the Affordable Housing Units onto the Help to Buy website and advertise the Affordable Housing Units on the basis of a Shared Ownership Lease and priority will be given to applicants who have a connection to the District. (the Council retains the right to vary the priority on a scheme by scheme basis) as set out in the S106 agreement.
- 3.1.5 the RP shall also advertise the units via the Choice Based Lettings website or other relevant systems as required by the Council at the same time as the units are advertised on the Help to Buy website
- 3.1.6 The RP shall assess all applicants for the units
- 3.1.7 The RP shall only consider applicants who have been assessed and meet the criteria for shared ownership as set out by the Regulator
- 3.1.8 The RP shall assess and verify applicants in line with any processes set out by the Regulator and retain all records that the criteria have been met and applicants have been prioritised as set out in 3.1.4 above
- 3.1.9 As part of the assessment process the RP shall require confirmation from each applicant that they are registered on the Housing Register
- 3.1.10 The RP shall provide the following information to the Council within 4 weeks of each sale:
 - i. the names of all applicants for the Affordable Housing Unit;
 - ii. name(s) of the purchaser(s) and whether they were on housing register;
 - iii. names of all other applicants on the housing register, assessed as eligible and who did not purchase the unit and the reasons why;

- iv. names of applicants on the housing register, who were assessed as ineligible and the reasons why;
- v. the name(s) of the purchaser(s).

3.1.11 The RP shall provide full evidence to the Council in relation to 3.1.7 and 3.1.8 on demand

3.1.12 Subject to the RP fulfilling these obligations under 3.1 the council will be deemed to have approved the application and taken up its nomination rights

3.2 Resales

3.2.1. Where 100% of the equity in the Affordable Housing Unit has been acquired, it may be sold on the open market [remove for restricted schemes]

3.2.2. Where the RP retains a share in the Affordable Housing Unit the property shall be sold to a purchaser assessed as meeting the eligibility criteria as set out in 3.1.7

4. RP Covenants

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies to ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

5. Variation of Nomination Rights

The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) Working Days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

7. Chargee Provisions

The provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT

it is has first complied with the following:

- a) such Chargee shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
- b) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Agreement which provisions shall determine absolutely in relation to the affected Affordable Dwellings

8. Transfer to the Registered Provider

The RP shall use its reasonable endeavours to procure that any Registered Provider to which the Property and Affordable Housing Unit erected thereon are transferred otherwise than by direction of the Regulator under its statutory powers shall enter in to a similar Deed mutatis mutandis with the Council simultaneously on completing the transfer of the Property

9. Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of any agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

10 Agreements and Declarations

The parties agree:-

- 10.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 10.2 The obligations and covenants contained in this deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

AS WITNESS whereof the parties have executed this instructed as a Deed hereto the date and year first above written.

THE COMMON SEAL of

was affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of

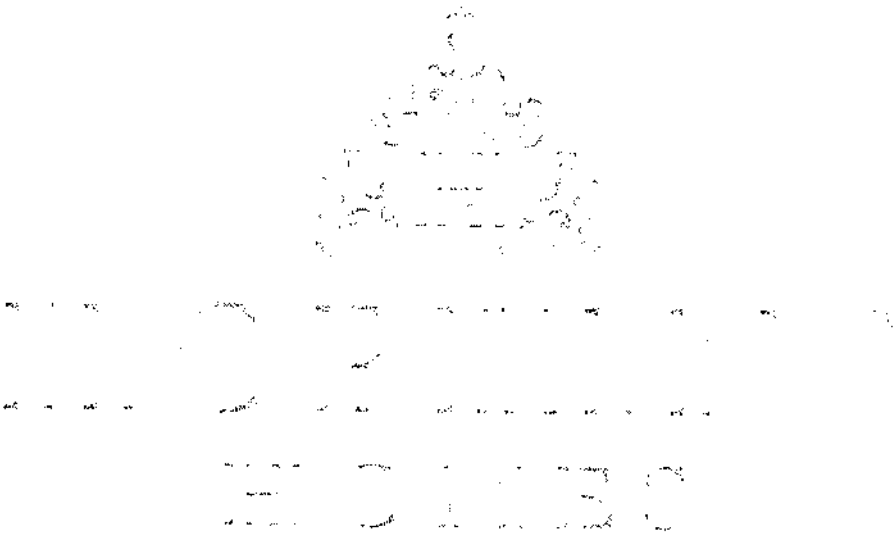
EAST SUFFOLK COUNCIL

was affixed

In the presence of:-

Authorised signatory

SCHEDULE 7
SELF BUILD DESIGN CODE



Self - Build Design Code

**ERECTION OF 136 RESIDENTIAL DWELLINGS
TOGETHER WITH ASSOCIATED NEW PUBLIC OPEN
SPACE**

**SITE SCLP 12.61, LAND BETWEEN HIGH STREET AND
CHAPEL LANE, PETTISTREE**

1. Introduction

- 1.1 This Design Code supports the Self-Build element of a Hybrid Planning Application for the erection of 136 new residential dwellings, together with associated new public open space.
- 1.2 The Design Code seeks to provide general design parameters to guide the aspirations of future applicants in respect of individual applications for the Approval of the Reserved Matters of Layout, Appearance, Scale and Landscaping following the grant of any Outline Planning Permission for each of the 7 'self-build' dwellings on these Plots.
- 1.3 The self build plots are to be sold to registered self builders in accordance with a Section 106 Planning Agreement which will ensure that the 7 plots are marketed and thereafter sold and constructed in accordance with this Design Code.
- 1.4 Following the purchase of plots, self builders will undertake to submit Reserved Matters Applications within 6 months and complete their dwellings and associated works within 18 months of the receipt of Reserved Matters Consent.

2. Layout

- 2.1 The layout of each self-build dwelling proposed will be regulated by mandatory spacing dimensions to maintain an appropriate appearance and character for the development without stifling individual designs of dwellings The layout will ensure that:-
 - Each dwelling house is set-back broadly parallel to and a minimum of 2 metres from the back-edge of the footway adjacent to the road. No part of the dwelling shall extend forward of this building line;
 - Each dwelling house is sited broadly parallel to and a minimum of 1 metre away from either side boundary of its plot;
 - Any garaging, car-port or ancillary building proposed to be erected is sited broadly parallel to and a minimum of 6 metres away from the back-edge of the footway adjacent to the road and a minimum of 1 metre away from either side boundary of its plot;
 - These mandatory spacing dimensions are set out on the attached Self Build Plan.

3. Appearance

3.1 The appearance of each dwelling proposed should ensure that:-

- The proposed roof and wall materials to be utilised shall match those of the dwellings permitted upon the remainder of the application site and shall be selected from and limited to the materials provided on drawing number WIC5-003 unless otherwise agreed by Hopkins Homes Ltd;
- The principal fenestration to each dwelling is located upon the front and rear elevations, with any fenestration to either side elevation restricted to that required for secondary lighting and ventilation;
- Any hard surfacing shall be in a bound material - gravel or other loose material shall not be used. Hard surfacing shall be confined to parking and footpath areas only and shall not cover more than half of the front garden area of each plot.

4. Scale

4.1 The scale of each dwelling proposed should ensure that:-

- The proposed external eaves height is no more than 5 metres above ground level;
- The proposed ridge height is no more than 10 metres above ground level;
- No dwelling shall exceed two storeys of accommodation

4.2 The appearance and scale of each of the dwellings shall have previously been approved by Hopkins Homes Limited prior to the submission of each Reserved Matters Application.

5. Landscaping

5.1 The proposed details of boundary and plot landscaping, including any areas of hard surfacing, should be agreed with the Local Planning Authority as part of any submission of Reserved Matters. The plot landscaping proposals must include full details of front garden landscaping which shall be planted during the first planting season following the completion of the development.