

DATE 19<sup>th</sup> August 2021

**(1) IPSWICH BOROUGH COUNCIL**

and

**(2) SUFFOLK COUNTY COUNCIL**

and

**(3) NHS ENGLAND and NHS IMPROVEMENT EAST OF ENGLAND REGION**

and

**(4) IPSWICH BOROUGH ASSETS LIMITED**

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**AGREEMENT**

Pursuant to Section 106 Town and Country Planning Act 1990  
as amended and other statutory provisions  
relating to Land at Bibb Way, Ipswich

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Legal Services  
Ipswich Borough Council  
Grafton House  
15-17 Russell Road  
Ipswich  
Suffolk  
IP1 2DE  
IP24.56

**THIS DEED OF AGREEMENT** is made the 19<sup>th</sup> day of August 2021

**BETWEEN:**

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**").
3. **NHS ENGLAND and NHS IMPROVEMENT EAST OF ENGLAND REGION** of Quarry House, Quarry Hill, Leeds LS2 7UE (hereinafter called "**the NHS**")
4. **IPSWICH BOROUGH ASSETS LIMITED** of Grafton House, Russell Road, Ipswich, Suffolk, IP1 2DE (hereinafter called "**the Owner**")

**RECITALS**

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an authority who may enforce the planning obligations herein.
- (B) The County Council is the county planning authority and is also a local highway authority for the purposes of the Highways Act 1980 a local education authority under the relevant enactment and local library authority and by whom the obligations in this Deed are enforceable.
- (C) The NHS is the health authority who may enforce the relevant planning obligation herein.
- (D) The Property comprises land registered at HM Land Registry under title number SK126430.
- (E) The Owner is the freehold owner of the Property free from encumbrances save for a contract for the sale and purchase of the Property entered into between the Owner and Ipswich Borough Council.
- (F) The Owner has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (G) Pursuant to Section 106 of the 1990 Act the Councils the NHS and the Owner have agreed to enter into the Deed and acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.

- (H) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.

## OPERATIVE PROVISIONS

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

### General Definitions

<b>“the 1990 Act”</b>	means the Town and Country Planning Act 1990 as amended
<b>“the Application”</b>	means the planning application given reference IP/21/00456/FUL submitted by the Borough Council's developer-agent Handford Homes Limited to the Local Planning Authority and registered by the Borough Council on 29.04.2021
<b>“BCIS Index”</b>	means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Borough Council County Council and the Owner
<b>“BCIS Indexed”</b>	the increase in the Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 36 of this Deed.
<b>“Commencement Date”</b>	means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this agreement:-

	<p>a) the demolition of any existing buildings or structures</p> <p>b) site investigations or surveys</p> <p>c) site decontamination (including any remedial work in respect of any contamination or other adverse ground conditions)</p> <p>d) tree felling</p> <p>e) diversion and laying of services</p> <p>f) temporary means of enclosure</p> <p>and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly</p>
<b>"the Councils"</b>	means the Borough Council and the County Council
<b>"County Council Financial Contributions"</b>	shall mean the Primary School Contribution, the Secondary School Contribution, the Sixth Form Contribution, the Pre-School Contribution, the Libraries Contribution, the Waste Contribution and the Highways Contribution
<b>"Deed"</b>	means this Deed of Agreement
<b>"Development"</b>	means the Development permitted under the Permission
<b>"Dwelling"</b>	means a dwelling forming part of the Development to be constructed in accordance with the Permission
<b>"Education Contributions"</b>	means the Primary School Contribution, the Secondary School Contribution the Sixth Form Contribution and the Pre-School Contribution
<b>"Financial Contributions"</b>	means any or all of the following financial contributions defined in the Deed: Primary School Contribution, Secondary School Contribution, Sixth Form Contribution, Pre-School Contribution, Libraries Contribution, Waste Contribution, Highways Contribution, NHS Contribution, Public Open Space Contribution, RAMS Contribution, Green

	Infrastructure Contribution and HRA Contribution
<b>Late Payment Interest</b>	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England
<b>“the POS Commuted Sum”</b>	means the sum of two hundred and thirty two thousand, eight hundred and forty pounds only (£232,840) payable over a fifteen (15) year period at an annual rate of fifteen thousand, five hundred and twenty two pounds and sixty seven pence (£15,522.67) towards maintenance of public open space in the Central area of Ipswich.
<b>“the Obligations”</b>	means the obligations provisions requirements conditions or other burdens set out in this Deed
<b>“Occupation”</b>	means occupation for the purpose permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly
<b>“the Permission”</b>	means the planning permission granted pursuant to the Application in the form annexed to this Deed
<b>“the Plan”</b>	means the plan annexed at the First Schedule hereto and marked “Plan”
<b>“the Property”</b>	means the land at Bibb Way, Ipswich in the County of Suffolk, IP1 2EQ (previously known as British Telecom Local Communications Services, Bibb Way, Ipswich) shown edged red on the Plan

#### **Financial Contributions**

<b>Primary School Contribution</b>	means the sum of two hundred and twenty five thousand, five hundred and eighty eight pounds (£225,588.00) BCIS Indexed
<b>Secondary School Contribution</b>	means the sum of one hundred and forty two thousand, six hundred and fifty pounds only

	(£142,650.00) BCIS Indexed
<b>Sixth Form Contribution</b>	means the sum of forty seven thousand five hundred and fifty pounds only (£47,550.00) BCIS Indexed
<b>Pre- School Contribution</b>	means the sum of one hundred and two thousand, five hundred and forty pounds only (£102, 540.00) BCIS Indexed
<b>Libraries Contribution</b>	means the sum of fifteen thousand five hundred and fifty two pounds only (£15,552.00) BCIS Indexed
<b>Waste Contribution</b>	means the sum of eight thousand nine hundred and twenty eight pounds only (£8,928.00) BCIS Indexed
<b>Highways Contribution</b>	means the sum of fifty seven thousand five hundred pounds only (£57,500.00) BCIS Indexed comprising:  Waiting restrictions – twelve thousand five pounds only (£12,500.00) BCIS Indexed  Installations of a real time passenger information screen – thirteen thousand pounds only (£13,000.00) BCIS Indexed  Improvements to public rights of way – thirty two thousand pounds only (£32,000.00) BCIS Indexed
<b>NHS Contribution</b>	means the sum of forty one thousand six hundred pounds only (£41,600.00) BCIS Indexed
<b>POS Contribution</b>	means the sum of one hundred and seventy four thousand five hundred and eighty one pounds only (£174,581.00) BCIS Indexed
<b>Recreational Avoidance and Mitigation Strategy (“RAMS”) Contribution</b>	means the sum of eight thousand seven hundred and seventy six pounds and eight pence (£8,776.08) BCIS Indexed
<b>Green Infrastructure Contribution</b>	means the sum of fifty thousand pounds only (£50,000.00) BCIS Indexed
<b>Habitats Regulation Assessment</b>	means the sum of six thousand pounds only

("HRA") Contribution	(£6,000.00) BCIS Indexed
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- 2 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed.
- 3 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 4 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 5 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that enactment regulation or order or deriving validity from it.
- 6 References in this Deed to the Councils or the NHS shall where the context so admits include any public body in which the functions of the Councils or the NHS at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils or of the NHS as the case may be or such other bodies.
- 7 Reference in this Deed to the Owner shall include successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
- 8 Headings in this Deed are not intended to be taken into account in its construction or interpretation
- 9 "Including" means "including, without limitation".
- 10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by another person.
- 11 Where more than one person is named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

## **STATUTORY PROVISIONS AND COVENANTS**

- 12 This Deed is made in pursuance of:-

Section 106 of the 1990 Act

Section 111 of the Local Government Act 1972

Section 1 of the Localism Act 2011

and all other enabling legislation.

- 13 The obligations created in the Second Schedule and the Third Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title.
- 14 Insofar as any of the covenants contained in this Deed are not planning obligations within section 106 of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 15 This Deed is conditional upon:
  - (i) the grant of the Permission; and
  - (ii) the Commencement of Development

save for the provisions of this clause and clauses 21-33, 44, 45, 47 and 48 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.
- 16 The Owner covenants with the Borough Council as set out in Part 1 of the Second Schedule so as to bind the Property and each and every part thereof.
- 17 The Owner covenants with the County Council as set out in Part 2 of the Second Schedule so as to bind the Property and each and every part thereof.
- 18 The Owner covenants with the NHS as set out in Part 3 of the Second Schedule so as to bind the Property and each and every part thereof.
- 19 The Borough Council covenants with the Owner as set out in Part 1 of the Third Schedule.
- 20 The County Council covenants with the Owner as set out in Part 2 of the Third Schedule.
- 21 The NHS covenants with the Owner as set out in Part 3 of the Third Schedule.

**AGREEMENTS AND DECLARATIONS**

- 22 This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of an Obligation contained in this Deed occurring after he shall have parted with all



interest in the Property save in respect of any breach at a time when they held any such interest.

- 23 This Deed shall be a local land charge and shall be registered as such by the Borough Council.
- 24 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.
- 25 The Owner shall pay to the County Council its reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof.
- 26 The Owner covenants to pay to the County Council on or before completion a contribution of £824.00 (eight hundred and twenty – four pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed.
- 27 The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such reasonable information as the Borough Council and/or County Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.
- 28 The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 29 Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 30 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the Owner and subject to clause 34.1 below) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 31 If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) on the

application of either party and such person shall act as an expert and shall make a decision within 28 days and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

32 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

33 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.

34 The Obligations contained in this Deed shall subject to clause 34.1 below only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act:

34.1 In the event that any new planning permission is granted in respect of the Development pursuant to section 73 of the 1990 Act BUT ONLY in such circumstances as follows and not otherwise: to amend detail with respect of number of dwellings; and/or the contributions; and/or triggers relating thereto, then subject to an agreement between the parties to this Deed (or their successors) with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

34.1.1 the obligations in this Deed shall (in addition to continuing to bind the Property in respect of the Planning Permission) relate to and bind the Property in respect of any planning permission granted pursuant to section 73 of the 1990 Act; and

34.1.2 the definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s),

PROVIDED THAT nothing in this clause shall fetter the discretion of the Borough Council in determining any application(s) under section 73 of the 1990 Act or the appropriate nature 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 1990 Act whether by way of a new deed or supplemental deed pursuant to section 106 of the 1990 or a modification agreement pursuant to section 106A of the 1990 Act.

35 If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due until the date of payment.

- 36 The Financial Contributions shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula  $A = B \times C/D$  where:
- 36.1 A is the sum payable under this Deed;
- 36.2 B is the original sum calculated as the sum payable;
- 36.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
- 36.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
- 36.5 C/D is greater than 1
- 37 The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times to enter into and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.
- 38 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived.
- 39 The Owner covenants and warrants to the Councils that it has full power to enter into this Deed and that there is no other person having a registered charge over or any registered binding interest in the Property, whose consent is necessary to make this Deed binding on the Property and all estates and interests therein.
- 40 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such validity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 41 No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the covenants terms of conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 42 The Owner covenants with the Councils to give each of them written notice of any change in ownership of any of its interests in the Property (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
- 43 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

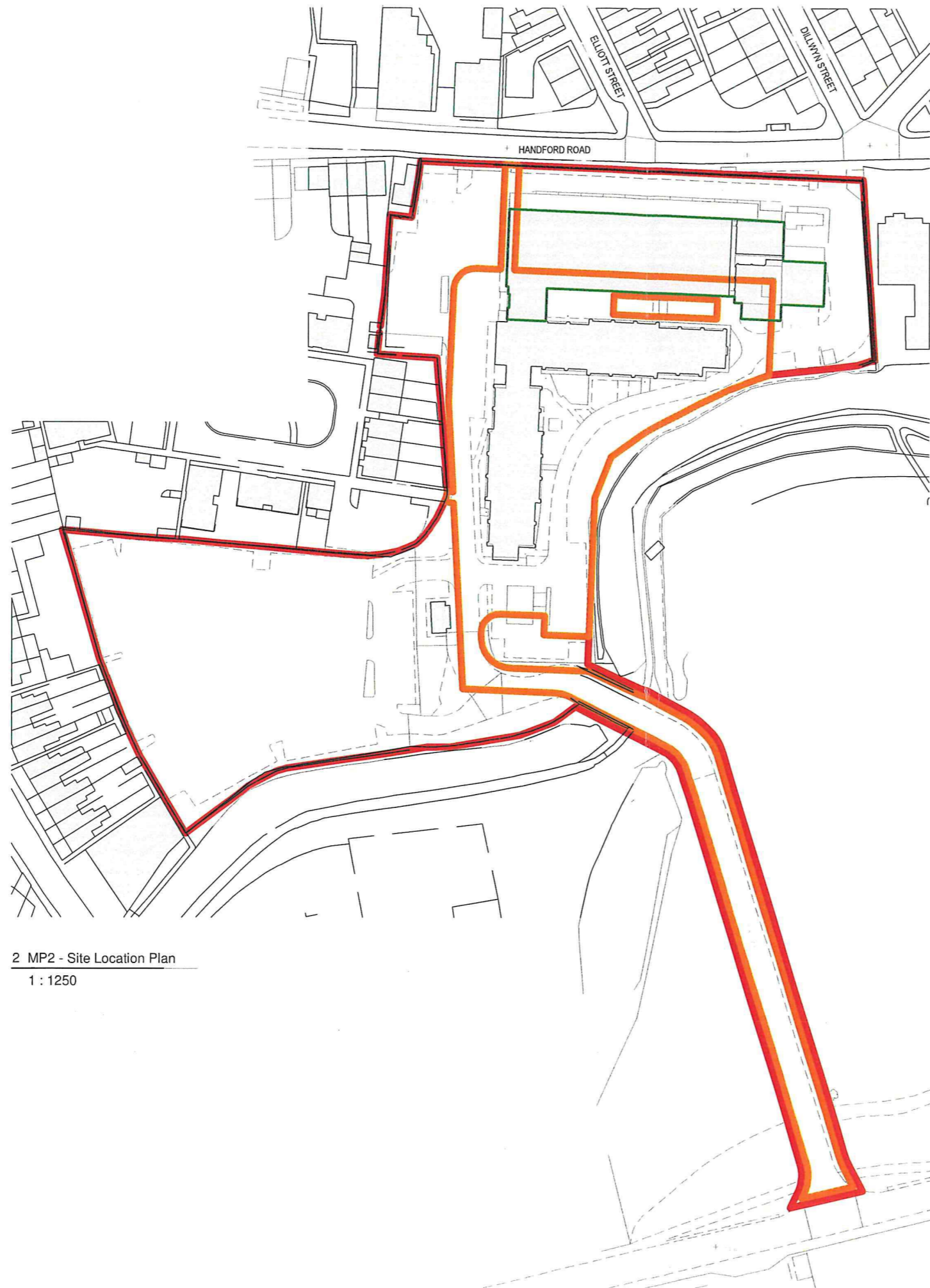
- 44 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:
- (a) Commencement of Development;
  - (b) first Occupation of the first (1<sup>st</sup>) Dwelling;
  - (c) first Occupation of the thirty sixth (36<sup>th</sup>) Dwelling; and
  - (d) first Occupation of the final Dwelling
- 45 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 46 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.
- 47 The Property shall be bound by the obligations contained in this Deed and any security of a mortgage or charge over the Property shall take effect subject to this Deed PROVIDED THAT a mortgagee or chargee, including any persons that may hold a mortgage or charge over the Property from time to time, shall otherwise have no liability under this Deed unless and until it takes possession of the Property in which case it too will be bound by the obligations affecting the part or parts of the Property as if it were a person deriving title from the Owner.
- 48 The obligations in this Deed shall not be enforceable against any individual owner, lessee or occupier of a Dwelling or any person deriving title from any such person.
- 49 The Councils and the NHS covenant with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Councils and the NHS will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
50. This Deed may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one agreement PROVIDED THAT no counterpart shall be effective until each party has executed and delivered at least one counterpart.

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

**FIRST SCHEDULE**

**The Plan**

DO NOT SCALE FROM THIS DRAWING. WORK TO FIGURED DIMENSIONS ONLY. THIS DRAWING IS THE COPYRIGHT OF STANLEY BRAGG ARCHITECTS LTD AND SHOULD NOT BE REPRODUCED WITHOUT THEIR EXPRESS PERMISSION



- Application Site Area: 1.86 Ha (4.59 acres)
- Application boundary for the Class O submitted in parallel
- Demolition application (IP/21/00089/DEM)

2 MP2 - Site Location Plan  
1 : 1250



**PLANNING OFFICER**

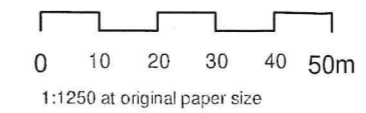
P1	Planning Submission	VT	19.02.21
REV	DESCRIPTION	DRN	DATE

DRAWING STATUS  
**Planning Application**

**STANLEY BRAGG architects**

STANLEY BRAGG ARCHITECTS LIMITED  
PAPPUS HOUSE, FIRST FLOOR, TOLLGATE WEST, COLCHESTER,  
ESSEX. CO3 8AQ - T: 01206 571371  
3rd FLOOR, ELDON HOUSE, ELDON STREET,  
LONDON, EC2M7LS - T: 02036 675 925  
E: architects@stanleybragg.co.uk,  
christian.name.surname@stanleybragg.co.uk

CLIENT IBA	
PROJECT BIBB WAY	
DRAWING Site Location Plan - Full Planning Application	
SCALE 1 : 1250 @ A3	DRAWN VT
	CHKD GR
DATE December 2020	
DRAWING NUMBER 6755-MP2-1101-P1	



## SECOND SCHEDULE

### The Planning Obligations

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

##### 1.1 AFFORDABLE HOUSING

- "Affordable Housing" shall have the meaning afforded to it in Annex 2 of the National Planning Policy Framework dated July 2019 (as may be amended from time to time or such other national policy that may from time to time replace and/or update this framework);
- "Affordable Housing Contract" means a binding contract between the Owner and the Affordable Housing Provider for the transfer and construction of the Affordable Housing Units within the whole or a part of the Development to the Affordable Housing Provider.
- "Affordable Housing Mix" means the type, tenure and number of Affordable Housing Units as set out in paragraph 10 of this Part of this Schedule or otherwise agreed in writing at any time with the Borough Council
- "Affordable Housing Provider" means an Approved Affordable Housing Provider or another registered provider of social housing as defined in section 80(2)(a) of Part 2 of the Housing and Regeneration Act 2008 approved in accordance with paragraph 4 of Part 1 of Schedule 2;
- "Affordable Housing Units" means a Dwelling provided as Affordable Housing in Perpetuity;
- "Affordable Rented Units" means those Affordable Housing Units that are to be let by Affordable Housing Providers to Eligible Households at rents (inclusive of any service charges and capped at 80% of Open Market Rents) and "Affordable Rented" is to be construed accordingly;
- "Approved Affordable Housing Provider" means Clarion Housing Group, Flagship Housing Group, Orbit East, Orwell Housing Association, Suffolk Housing (Iceni Homes) the AAHP PROVIDED THAT nothing in this Deed shall fetter the Borough Council's discretion to declare any one of the Approved Affordable Housing Providers no longer approved for the

purposes of the Development and the Borough Council shall promptly notify the Owners in writing in such instances PROVIDED FURTHER THAT where the Borough Council have notified the Owner that any Approved Affordable Housing Provider is no longer approved this shall not have any effect on any Affordable Housing Contracts already entered into at the time of receipt of such notification and the Owners shall be entitled to continue to deal with such Affordable Housing Providers pursuant to any existing Affordable Housing Contracts AND the Owner shall be entitled to seek the Borough Council's approval to alternative and/or additional Affordable Housing Providers;

"Eligible Households"

means a person or persons in need of accommodation who are unable to rent or buy on the local open market determined in accordance with the Borough Council's housing allocation policy or as otherwise approved by the Borough Council or by mutual exchange in accordance with section 158 of the 2011 Act;

"Open Market Rent"

means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (6<sup>th</sup> Edition) or such amended definition as may replace it from time to time;

"Perpetuity"

means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of an Affordable Housing Unit;

"Standards"

means the Housing Corporation Design and Quality Standard (or any successor standards) that apply at the time of commencement of construction of the Affordable Housing Units in question together with Joseph Rowntree Lifetime Standards together with at least Code for Sustainable Homes Level 3.

"Working Day"

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



The Owner covenants with the Borough Council

1. To Provide:

- 1.1 The Dwellings as Affordable Housing Units such units to be provided and constructed within the Development in accordance with the Standards and not to Occupy any Affordable Housing Unit until all Affordable Housing Units have been constructed.
- 1.2 Not less than 100% of the Affordable Housing Units within the Development as Affordable Rented Units (unless otherwise agreed in writing between the Owner and the Borough Council).
2. In the event the Owner proposes to dispose of any Affordable Housing Unit(s) to an Affordable Housing Provider that is not an Approved Affordable Housing Provider, the Owner shall prior to Commencement of Development obtain the Borough Council's written approval for the proposed Affordable Housing Provider(s) (such approval not to be unreasonably withheld or delayed).

3. The Owner shall:

- 3.1 Proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Housing Units to be provided pursuant to this Schedule;
- 3.2 Notify the Borough Council within ten (10) Working Days of entering into an Affordable Housing Contract.
4. Not to provide the Affordable Housing Units otherwise than in accordance with the following Affordable Housing Mix (unless otherwise agreed in writing between the Owner and the Borough Council):

Unit Type	Number of Affordable Housing Units
1 bed flat	32
2 bed flat	9
2 bed house	23
3 bed house	8

6. Not to offer or make the Affordable Rented Units available otherwise than in accordance with the Gateway to Home Choice Regional CBL unless from time to time is otherwise agreed in writing between the Owner and the Borough Council save where the Affordable Rented Units have been transferred to an Affordable Housing Provider in which case any agreement from time to time shall be as between that Affordable Housing Provider and the Borough Council.
7. Save as provided for in paragraph 7.1 of this Part of this Schedule below, the Owner covenants with the Borough Council in respect of the Affordable Housing not to Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity.

7.1 The provisions of this Schedule shall not be binding on:

7.1.1 any mortgagee or chargee or any successor in title thereto and their respective mortgagees or chargees; or

7.1.2 a 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 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:

7.1.2.1 such mortgagee or chargee or Receiver shall first give written notice to the Borough Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of not less than three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Borough 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

7.1.2.2 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.

- 7.1.3 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of the Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
- 7.1.4 any completed Affordable Housing Units where an Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or
- 7.1.5 any person or body deriving title through or from any of the parties mentioned in this paragraph 7.1.
- 7.2 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Owner in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Owner to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
- 8 Subject to the terms of this Schedule:
  - 8.1 no Affordable Rented Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenant of any part of the Affordable Housing Unit; and

- 8.2 the Affordable Housing Provider(s) shall submit annual reports commencing on the first Occupation of any of the Affordable Rented Units demonstrating that the Affordable Rents charged do not exceed 80% (eight per cent) of Open Market Rent.

## **FINANCIAL CONTRIBUTIONS**

### **1.2 POS CONTRIBUTION**

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

### **1.3 POS COMMUTED SUM**

- 1.5.1 The Owner covenants to pay to the Borough Council the POS Commuted Sum annually for a period of fifteen (15) years, the first annual payment of thirteen thousand three hundred and sixty pounds and forty pence (£13,360.40) to be paid prior to occupation of the ninth (9<sup>th</sup>) Dwelling and thereafter the Owner covenants to pay to the Borough Council the remaining annual payment of the POS Commuted Sum on the anniversary date of that first payment until the full amount of the POS Commuted Sum has been paid to the Borough Council.
- 1.5.2 The Owner covenants not to Occupy or permit Occupation of the ninth (9<sup>th</sup>) Dwelling until the first annual payment of the POS Commuted Sum has been paid to the Borough Council.

### **1.6 RAMS CONTRIBUTION**

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

### **1.7 GREEN INFRASTRUCTURE CONTRIBUTION**

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

### **1.8 HRA MITIGATION CONTRIBUTION**

- 1.8.1 The Owner covenants to pay to the Borough Council the HRA Mitigation Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 1.8.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the first payment of the HRA Mitigation Contribution has been paid to the Borough Council.

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

### **2.1 PRIMARY SCHOOL CONTRIBUTION**

- 2.1.1 The Owner covenants to pay to the County Council fifty percent (50%) of the Primary School Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 2.1.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until fifty percent (50%) the Primary School Contribution has been paid to the County Council.
- 2.1.3 The Owner covenants to pay to the County Council the remaining fifty percent (50%) of the Primary School Contribution prior to the first Occupation of the thirty seventh (37<sup>th</sup>) Dwelling.
- 2.1.4 The Owner hereby covenants not to Occupy or permit Occupation of more than thirty six (36) Dwellings until the full Primary School Contribution has been paid to the County Council.

### **2.2 SECONDARY SCHOOL CONTRIBUTION**

- 2.2.1 The Owner covenants to pay to the County Council fifty percent (50%) of the Secondary School Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 2.2.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until fifty percent (50%) of the Secondary School Contribution has been paid to the County Council.
- 2.2.3 The Owner covenants to pay to the County Council the remaining fifty percent (50%) of the Secondary School Contribution prior to the first Occupation of the thirty seventh (37<sup>th</sup>) Dwelling.
- 2.2.4 The Owner hereby covenants not to Occupy or permit Occupation of more than thirty six (36) Dwellings until the full Secondary School Contribution has been paid to the County Council.

### **2.3 SIXTH FORM CONTRIBUTION**

- 2.3.1 The Owner covenants to pay to the County Council fifty percent (50%) of the Sixth Form Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.

- 2.3.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until fifty percent (50%) of the Sixth Form Contribution has been paid to the County Council.
- 2.3.3 The Owner covenants to pay to the County Council the remaining fifty percent (50%) of the Sixth Form Contribution prior to the first Occupation of the thirty seventh (37<sup>th</sup>) Dwelling.
- 2.3.4 The Owner covenants not to Occupy or permit Occupation of more than thirty six (36) Dwellings until the full Sixth Form Contribution has been paid to the County Council.

## **2.4 PRE-SCHOOL CONTRIBUTION**

- 2.4.1 The Owner covenants to pay to the County Council fifty percent (50%) of the Pre-School Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 2.4.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until fifty percent (50%) of the Pre-School Contribution has been paid to the County Council.
- 2.4.3 The Owner covenants to pay to the County Council the remaining fifty percent (50%) of the Pre-School Contribution prior to the first Occupation of the thirty seventh (37<sup>th</sup>) Dwelling.
- 2.4.4 The Owner covenants not to Occupy or permit Occupation of more than thirty six (36) Dwellings until the full Pre-School Contribution has been paid to the County Council.

## **2.5 LIBRARIES CONTRIBUTION**

- 2.5.1 The Owner covenants to pay to the County Council fifty percent (50%) of the Libraries Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 2.5.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until fifty percent (50%) of the Libraries Contribution has been paid to the County Council.
- 2.5.3 The Owner covenants to pay to the County Council the remaining fifty percent (50%) of the Libraries Contribution prior to the first Occupation of the thirty seventh (37<sup>th</sup>) Dwelling.
- 2.5.4 The Owner hereby Covenants not to Occupy or permit Occupation of more than thirty six (36) Dwellings until the full Libraries Contribution has been paid to the County Council.

## **2.6 WASTE CONTRIBUTION**

- 2.6.1 The Owner covenants to pay to the County Council fifty percent (50%) of the Waste Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.

- 2.6.2 The Owner hereby covenants not to Occupy or permit Occupation of any of the Dwellings until fifty percent (50%) of the Waste Contribution has been paid to the County Council.
- 2.6.3 The Owner covenants to pay to the County Council the remaining fifty percent (50%) of the Waste Contribution prior to the first Occupation of the thirty seventh (37<sup>th</sup>) Dwelling.
- 2.6.4 The Owner hereby covenants not to Occupy or permit Occupation of more than thirty six (36) Dwellings until the full Waste Contribution has been paid to the County Council.

## **2.7 HIGHWAYS CONTRIBUTION**

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

## **Part 3 THE OWNER'S COVENANTS WITH THE NHS**

### **3.1 NHS CONTRIBUTION**

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

## **THIRD SCHEDULE**

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

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

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

- 1.1.1 The Borough Council covenants to use the POS Contribution for the provision of deficient public open space in the Central area of Ipswich as defined in the Public Open Space Supplementary Planning Document.
- 1.1.2 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the POS Contribution was paid within a further period of one (1) year pay to any person such amount of the POS Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or

expended by the Borough Council in accordance with the provisions of this Deed, less any deduction for the Borough Council's reasonable administrative costs associated with holding administering and refunding any part of the POS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## **1.2 POS COMMUTED SUM**

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

## **1.3 RAMS CONTRIBUTION**

1.5.1 The Borough Council covenants to use the RAMS Contribution towards the mitigation of the Development on the Stour and Orwell Estuaries Special Protection Area (SPA) and the Stour and Orwell Estuaries Ramsar Site and Braziers Wood and Meadows County Wildlife Site.

## **1.6 GREEN INFRASTRUCTURE CONTRIBUTION**

1.6.1 The Borough Council covenants to use the Green Infrastructure Contribution towards the improvements of Alderman Canal.

## **1.7 HRA MITIGATION CONTRIBUTION**

1.7.1 The Borough Council covenants to use the HRA Mitigation Contribution towards mitigation of the impact of the Development through ecological measures including maintenance of the nearby Alderman Recreation Ground including dog waste bins and signage.

## **2 Discharge of Obligations**

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

## **PART 2 COUNTY COUNCIL COVENANTS**

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

#### **1.1 Primary School Contribution**



1.1.1 The County Council covenants to use the Primary School Contribution for additional facilities including the improvement and enhancement of Handford Hall Primary School being the primary school provision serving the Development or other primary schools within 2 miles radius of any part of the Property.

1.1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Primary School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Primary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## **1.2 Secondary School Contribution**

1.2.1 The County Council covenants to use the Secondary School Contribution for additional facilities including the improvement and enhancement of Stoke High School - Ormiston Academy being the secondary school provision serving the Development or other secondary schools within 3 miles radius of any part of the Property.

1.2.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Secondary School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Secondary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## **1.3 Sixth Form Contribution**

1.3.1 The County Council covenants to use the Sixth Form Contribution for additional facilities including the improvement and enhancement of the Suffolk "One Sixth Form" serving the Development.

1.3.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of first Occupation of the final Dwelling was paid within a further period of one (1) year pay to any person such amount of the Sixth Form Contribution

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

#### **1.4 Pre-School Contribution**

- 1.4.1 The County Council covenants to use the Pre School Contribution towards the provision of a new facility to be created to serve the development and/or additional facilities including the improvement and enhancement of other pre schools within 2 miles radius of any part of the Property.
- 1.4.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Pre-School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Pre-School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

#### **1.5 Libraries Contribution**

- 1.5.1 The County Council covenants to use the Libraries Contribution for the improvement and enhancement of library facilities including the provision of additional items of lending stock plus reference, audio visual and homework support materials to mitigate the impacts of the proposed development on the local library service.
- 1.5.2 The County Council shall if requested to do so in writing after the expiry of five (5) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Libraries Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Libraries Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## **1.6 Waste Contribution**

- 1.6.1 The County Council covenants to use the Waste Contribution towards the provision of new facilities household waste recycling centre serving the Development.
- 1.6.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Waste Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Waste Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## **1.7 Highways Contribution**

- 1.7.1 The County Council covenants to use the Highways Contribution for the provision of a review of waiting restrictions locally, to install in the vicinity of the Development a real time passenger information screen; for the provision of improvements to public rights of way in the vicinity; and the provision of travel plan monitoring.
- 1.7.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Highways Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Highways Contribution, such payment to be made within twenty eight (28) Working Days of such request

## **2. Discharge of obligations**

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

## **Part 3 NHS COVENANTS**

**1. APPLICATION OF NHS CONTRIBUTION**

- 1.1 The NHS covenants to use the NHS Contribution for additional primary healthcare provision to mitigate impacts arising from the development, primarily at Burlington Road Surgery and Barrick Lane Medical Centre (and branch Stoke Park Medical Centre).
- 1.2 The NHS shall if requested to do so in writing after the expiry of ten (10) years of the date of first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the NHS Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the NHS in accordance with the provisions of this Deed, less any deduction for the NHS's reasonable administrative costs associated with holding administering and refunding any part of the NHS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## **Annex**

### **Draft planning permission**

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



**To:** Mr Tom Pike  
Lanpro Services Limited  
The Aquarium Building, Suite 11  
101 Lower Anchor Street  
Chelmsford  
CM2 0AU

**Agent for:**  
Ipswich Borough Assets Limited

Application Reference: IP/21/00456/FUL

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**GRANT OF FULL PLANNING PERMISSION**

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

*Demolition of existing buildings, alterations to external elevations of office building and erection of 72 residential dwellings comprising 41 flats and 31 houses, with associated access roads and new public footpath along the Alderman Canal, new pedestrian access to Handford Road, car parking and cycle storage facilities, refuse/recycling storage facilities, open space, landscaping and ancillary works and infrastructure.*

at: British Telecom Local Communications Services Bibb Way Ipswich Suffolk IP1 2EQ

in accordance with your application reference: IP/21/00456/FUL received 29.04.2021.

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

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

1. The development shall be carried out in accordance with the details shown on the following submitted drawings, and submitted Habitat Regulations Assessment produced by Practical Ecology dated August 2021 and received on 6th August 2021, and the requirements of any succeeding conditions.

Plans ref:-

6755-MP2-1101-P1 - Site Location Plan - Full Planning Application  
6755-MP2-1102-P1 - Existing Site Plan - Full Planning Application  
6755-MP2-1103-P1 - Demolition Plan - Full Planning Application  
6755-MP2-1104-P3 - Proposed Site Plan - Full Planning Application  
6755-MP2-1110-P1 - Office Conversion Zone - Proposed Site Plan  
6755-MP2-1111-P2 - Handford Road Zone - Proposed Site Plan  
6755-MP2-1112-P2 - Alderman Canal Zone - Proposed Site Plan  
6755-P1-1300 - Existing Elevations - North & West  
6755-P1-1301 - Existing Elevations - East  
6755-P1-1302 - Existing Elevations - South  
6755-P1-1310-P1 - Proposed Elevations - North & West

6755-P1-1311-P2 - Proposed Elevations - East  
 6755-P1-1312-P1 - Proposed Elevations - South  
 6755-P1-1313-P1 - Proposed Elevation Call-Outs  
 6755-P2-1301-P3 - Flats Block A - Proposed Elevations  
 6755-P2-1200-P3 - Flats Block A - Proposed Floor Plans  
 6755-P2-1302-P2 - Flats Block B - Proposed Elevations  
 6755-P2-1201-P1 - Flats Block B - Proposed Floor Plans  
 6755-P3-1200-P1 - Flats Block C - Proposed Floor Plans  
 6755-P3-1301-P2 - Flats Block C - Proposed Elevations  
 6755-P3-1302-P1 - Flats Block C - Proposed Elevations  
 6755-P2-1202-P3 - House Type A - Terraced  
 6755-P2-1203-P3 - House Type B - Terraced  
 6755-P2-1204-P3 - House Type A1 - End Terrace  
 6755-P2-1205-P3 - House Type A2 - End Terrace  
 6755-P2-1206-P3 - House Type B1 - End Terrace  
 6755-P2-1207-P3 - House Type B2 - End Terrace  
 6755-P3-1201-P3 - House Type C - Semi Detached  
 6755-P3-1202-P3 - House Type C1 - Detached  
 6755-P3-1203-P3 - House Type C2 - Detached  
 6755-P3-1204-P3 - House Type D - Semi Detached  
 6755-P3-1205-P2 - House Type E - Semi-Detached  
 6755-P3-1205-P3 - House Type E - Semi-Detached - Plot 150 only  
 6755-MP2-1113-P1 - Waste Strategy Plan  
 6755-MP2-1401-J - Site Sections  
 2010-DLA-L-01-Rev.05 - Proposed hard landscape - Sheet 1 of 2  
 2010-DLA-L-02-Rev.05 - Proposed hard landscape - Sheet 2 of 2  
 2010-DLA-L-03-Rev.04 - Planting Plan - Part 1 of 2  
 2010-DLA-L-04-Rev.04 - Planting Proposals - sheet 2 of 2  
 DLA.2010.L.05.Rev.03 - Illustrative Masterplan  
 DLA.2010.L.06.P02 - Sections  
 2010-DLA-L-07-Rev.01 - Circulation Area Lux Levels  
 2010-DLA-L-08-Rev.01 - Overall Lux Levels  
 2010-DLA-L-09-Rev.01 - Proposed Bin Store  
 2010-DLA-L-10-Rev.01 - Proposed Cycle Store

2. Before works on external elevations of the hereby-approved development commences, details of all external finished materials to the dwellings, including wall finishes, roof finishes, samples of materials, profiles, textures and colours, to be used shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall only be carried out in accordance with the approved details.
3. Notwithstanding the submitted hard and soft landscape details, no development above slab level shall take place until full details of both soft and hard landscape works, including an implementation and management programme, have been submitted to and approved in writing by the Local Planning Authority and these works shall be implemented in accordance with the approved phasing plan subject of condition 5 (vii).
4. All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details shall be carried out in full prior to the end of the first planting and seeding season following the first occupation of that phase of the development or in such other phased arrangement as shall have previously been agreed, in writing, by the Local Planning Authority. Any trees or shrubs which, within a period of 10 years of being planted die, are removed or seriously damaged or seriously diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority agrees, in writing, to a variation of the previously approved details.
5. No development above slab level shall take place until such time as the following details have been submitted to and agreed in writing with the Local Planning Authority. The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the phase of the development to

which they relate is first occupied and retained as such: -

- (i) - Details of fenestration at large scale (1:5 or 1:10);
  - (ii) - Noise mitigation having regard to the Noise Assessment reference 15529-SRL-RP-YA-001-S2-P3 dated 28 May 2021;
  - (iii) - CCTV details;
  - (iv) - Footpath, street and car-parking court lighting details and lux level diagram;
  - (v) - Phasing of development - to include dwelling construction/occupancy; road and access layout; sustainable drainage systems; and landscaping;
  - (vi) - Details of office building external alterations (fenestration changes) at large scale (1:5 or 1:10).
6. Prior to the commencement of the development hereby approved, or such other timescale as may be agreed in writing with the Local Planning Authority, a scheme to provide a minimum of 15% of the predicted required energy supply for the new development from decentralised and renewable or low carbon sources shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be first occupied unless and until the approved scheme for that phase has been implemented, in accordance with agreed phasing subject of condition 5 (vii), and thereafter the provisions of the scheme shall be maintained for the lifetime of the development in accordance with the details of the approved scheme.
7. Prior to commencement of development the number and location of fire hydrants, and details of their phasing of when they will become operable shall be submitted to and agreed in writing with the Local Planning Authority.
8. No development shall take place within the whole area of the application site, until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation for evaluation, and where necessary excavation, 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.
9. No buildings shall be occupied until the site investigation and post investigation assessment for that phase 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 9 and the provision made for analysis, publication and dissemination of results and archive deposition.
10. Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 11, 12, and 13 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition 14 has been complied with in relation to that contamination.



11. An investigation and risk assessment, having regard to report reference IH20/001/AJC/RMC dated 11th February 2021 provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons 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. The report of the findings must include:
  - (i) a survey of the extent, scale and nature of contamination;
  - (ii) an assessment of the potential risks to:
    - human health,
    - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes, adjoining land,
    - groundwaters and surface waters,
    - ecological systems,
    - archaeological sites and ancient monuments;
  - (iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.
12. A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must have regard to report reference IH20/001/AJC/RMC dated 11th February 2021 submitted as part of the planning application and include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.
13. The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of that phase of the development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

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

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.
15. Prior to the first occupation of the dwellings hereby approved, a maintenance and management agreement shall be submitted to and approved in writing by the Local Planning Authority. The management agreement shall include:-
  - Long term maintenance and management arrangement of hard and soft landscaping including green roofs to cycle stores,
  - Long term maintenance and management of refuse/recycling facilities and communal areas within flatted areas.

16. Details of the cycle/pedestrian path providing a future link to Cullingham Road, as indicated on plan ref:- 2010-DLA-L-02 Rev.05, shall be submitted to and approved in writing by the Local Planning Authority with the submitted and approved phasing plan subject of condition 5 (vii), and shall be implemented prior to completion of the development.
17. Prior to commencement of development, a detailed ecological management scheme and mitigation and enhancement plan, which shall include hedgehog friendly fencing, swift brick provision, external lighting, dog waste bins, signage and information on promotion of circular walks, shall be submitted to and approved in writing by the Local Planning Authority. The scheme, which shall include a timetable for its implementation, shall include the details set out (but not limited to) within the submitted Preliminary Ecological Appraisal Report by Practical Ecology. The measures approved shall be implemented in accordance with the approved works before occupation of the hereby approved development, or to which dwelling they relate.
18. Prior to any works commencing on site, details of tree protection measures shall be submitted to and approved in writing by the local planning authority. The tree protection measures shall be retained throughout the construction period to which phase they relate.
19. The hereby-approved dwellings shall be constructed so that the development meets an energy/CO2 standard of at least 19% improvement in dwelling emission rate over Target Emission Rate (TER), as determined by the 2013 Building Regulation Standards, and a water usage standard of no more than 110 litres per person per day (or in the case that the achievement of these standards are demonstrated not to be feasible or viable a lesser standard level as may be agreed in writing with the Local Planning Authority). Prior to first occupation of the hereby-approved dwellings, certification of compliance with these standards shall be submitted to and approved by the Local Planning Authority.
20. 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.
21. 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.
22. 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.
23. 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.

24. Before the first occupation of Plot 150 as shown on drawing no. 6755-MP2-1104-P3, the following window shall be inserted with its glazing element positioned no lower than 1.7 metres above finished floor level of the room it is located, and shall thereafter be retained in this form, notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) or any order subsequently revoking and re-enacting that Order with or without modifications: Bedroom window on the first floor north elevation.
25. The finished floor levels throughout the ground floor of the new dwellings shall be no lower than 4.9m above Ordnance Datum (AOD) in phase 3 of the development, and 5.2m AOD in phase 2 of the development.
26. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) there shall be no extensions carried out under Schedule 2, Part 1, Class A, Class B, Class E for buildings over 10 cubic metres in size, and Class F for hard surfaces to front curtilages to the hereby approved dwelling(s).
27. Prior to development commencing on site a scheme for the widening of the public footway to 2.0 metres minimum - 3.0 metres maximum adjacent to the site fronting Handford Road is to be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented in full prior to first occupation of the dwellings fronting Handford Road in accordance with the requirements of the Highway Authority and maintained for public access in perpetuity.
28. Prior to any construction to the dwellings fronting onto Handford Road, a scheme to link the sustainable access from the site to the Puffin Crossing, which shall be upgraded to a Toucan Crossing, shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to occupation of the above-mentioned dwellings.
29. Further to condition 28, prior to any construction above ground floor slab level details of the landscaping along the Handford Road frontage, including root barrier to protect the highway amenity, shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented in full prior to occupation of each of the new dwellings.
30. Before first occupation of the new buildings fronting onto Handford Road, the footway fronting the site shall be reconstructed have regard to the requirements of condition 27 and in accordance with details that previously shall have been submitted to and approved in writing by the Local Planning Authority.
31. Within one month of the first occupation of any dwelling, the occupiers of each of the dwellings shall be provided with a Residents Travel Pack (RTP). Not less than 3 months prior to the first occupation of any dwelling, the contents of the RTP shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority and shall include walking, cycling and bus maps, latest relevant bus and rail timetable information, car sharing information, personalised Travel Planning and a multi-modal travel voucher.
32. Before any development above slab level is commenced, details of the areas to be provided for the manoeuvring and parking of vehicles including secure cycle storage, electric vehicle charging infrastructure and refuse/recycling facilities shall be submitted to and approved in writing by the Local Planning Authority. In addition, details of the access routes to the cycle storage shall be provided. 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.
33. Before the development hereby permitted is commenced a Construction Environmental Management Plan (including Dust Management Plan) shall have been submitted to and approved in writing by the Local Planning Authority. Construction of the development

- shall not be carried out other than in accordance with the approved construction management plan. The Construction Environmental Management Plan shall include the following matters:
- a) parking and turning for vehicles of site personnel, operatives and visitors
  - b) loading and unloading of plant and materials
  - c) storage of plant and materials
  - d) provision of boundary hoarding and lighting
  - e) details of measures to prevent mud from vehicles leaving the site during construction
  - f) haul routes for construction traffic on the highway network
  - g) monitoring and review mechanisms
  - h) measures to avoid traffic movements/deliveries during the start and end of the local school day.
  - i) dust suppression measures
34. The development hereby approved shall not be first occupied unless and until 1 electric car club vehicle has been provided for occupiers to use in accordance with a scheme providing details of the car club operator/management to be submitted and secured and approved in writing by the Local Planning Authority. Thereafter the car club vehicle shall be retained and maintained for its designated purpose, within its designated space as indicated on drawing no. 6755-MP2-1104-P3 for a minimum period of 3 years.

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

1. In the interests of good planning, for the avoidance of doubt and to facilitate any future application to the Local Planning Authority under Section 73 of the Town and Country Planning Act 1990.
2. To ensure a high standard of design and appearance and to ensure the new development satisfactorily integrates into the existing street scene in the interests of visual amenity, in accordance with the requirements of Policy DM5 of the Core Strategy and Policies DPD Review (2017), which requires all new developments to be well designed and to protect or enhance the visual appearance of the immediate street scene.
3. In order to ensure that there is a sufficient landscaping scheme for this development where there are public areas to be laid out but there is insufficient detail within the submitted application, in accordance with the requirements of Policy DM5 of the Core Strategy and Policies DPD Review (2017), which requires all new developments to provide greener streets and spaces to contribute to local biodiversity, visual amenity, and health and well-being, and offset the impacts of climate change.
4. In order to ensure that there is a sufficient landscaping scheme for the development, and that all plants and trees are maintained for a length of time to secure their longevity.
5. The condition is necessary to ensure the functional layout and detailed design of the development is satisfactory, and the security of the area is safeguarded, in accordance with the requirements of Policy DM5 of the Core Strategy and Policies DPD Review (2017).
6. To promote the sustainable development, in accordance with the requirements of Policy DM2 of the Core Strategy and Policies DPD Review (2017), which requires all new developments of 10 or more dwellings to provide at least 15% of their energy requirements from decentralised and renewable or low-carbon sources.
7. To ensure the adequate supply of water for firefighting and community safety, in accordance with the requirements of Policy DM5 of the Core Strategy and Policies DPD Review (2017), which requires all new developments to promote safe and secure communities.
8. To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of

archaeological assets affected by this development, in accordance with the requirements of Policy DM8 of the Core Strategy and Policies DPD Review (2017).

9. To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with the requirements of Policy DM8 of the Core Strategy and Policies DPD Review (2017).
14. 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.
15. To ensure that the communal areas of the development, refuse and recycling areas and areas of landscaping of the site are maintained in an appropriate manner for the future in accordance with policies DM4 and DM5 of the Core Strategy and Policies DPD Review (2017).
16. To ensure the development has appropriate links to nearby existing/proposed foot/cycle paths in an acceptable, sustainable manner in accordance with policies DM5 and DM17 of the Core Strategy and Policies DPD Review (2017). The application as submitted did not contain sufficient information in this regard.
17. To preserve and enhance the biodiversity of the site and its surroundings, in accordance with the requirements of Policies DM5 and DM31 of the Core Strategy and Policies DPD Review (2017), which requires all new developments to contribute to local biodiversity, and incorporate measures to enhance conditions for biodiversity within and around the development.
18. In the interests of visual amenity and biodiversity as the existing trees to be retained assist in providing a mature landscape to the development which also provides biodiversity benefits to the site and wider area. The application as submitted did not contain sufficient information in this regard.
19. To promote the sustainable development, in accordance with the requirements of Policy DM1 of the Core Strategy and Policies DPD Review (2017), which requires all new development to achieve a high standard of environmental sustainability.
20. To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained and is resilient to impacts of surface water flooding.
21. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.
22. 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/>
23. 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.
24. In the interests of the amenity of the occupiers of the adjacent existing neighbouring dwelling at No.84 Firmin Close, and to meet the requirements of adopted policy DM13.

25. To manage the risk of flooding to the proposed development and to safeguard future occupants, in accordance with policy DM4 of the Core Strategy and Policies DPD Review (2017).
26. The condition is necessary to ensure the functional layout of the development is satisfactory, the amenities of future occupants are protected from extensions and alterations that might otherwise result in loss of privacy or overbearing impacts, and the visual amenity of the immediate area is safeguarded in accordance with the original design of the development.
27. To ensure that the footway to the front of the site is suitable for use by future occupiers of the site and to support the Borough Council's Local Plan Core Strategy (Policy DM17 (d)) and in accordance with the National Planning Policy Framework. Details are required to be approved prior to commencement to avoid abortive costs that could arise if left to a later time.
28. To promote cycling accessibility to the site in accordance with Local Plan Policy DM 17 and the National Planning Policy Framework. This is necessary to ensure sufficient space is provided for cycle transition facilities and to avoid abortive costs arising from construction of frontage areas.
29. In the interests of good design and to avoid damage to highway and utility infrastructure.
30. To promote walking as a sustainable mode in accordance with Local Plan Policy DM17 and the National Planning Policy Framework.
31. In the interest of sustainable development as set out in the NPPF, and Local Plan Policy DM17.
32. To ensure that sufficient space is provided and maintained for the parking and manoeuvring of vehicles and to promote low emissions and sustainable transport in accordance with the Local Plan (Suffolk Guidance for Parking 2019 being the adopted parking standards) and NPPF.
33. In the interests of highway safety and neighbouring residential amenity. This needs to be a pre-commencement condition to ensure the construction of the development is undertaken safely.
34. To promote the use of sustainable transport modes, in accordance with the requirements of Policy DM17 of the Core Strategy and Policies DPD Review (2017), and the Suffolk Guidance for Parking (2019).

## **INFORMATIVES**

1. PLEASE NOTE that this permission contains a condition precedent that requires details to be agreed and/or activity to be undertaken either before you commence the development or before you occupy the development. **\*\*This is of critical importance\*\***. If you do not comply with the condition precedent you may invalidate this planning permission. **\*\*Please pay particular attention to these requirements\*\***.
2. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

3. You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: [building.control@ipswich.gov.uk](mailto:building.control@ipswich.gov.uk) or on telephone number: 01473 432951.
4. There is now a planning fee payable for applications in writing to discharge planning permission conditions. The rates as prescribed by Central Government are £116 for each written request.
5. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act, 1990.
6. Ipswich Borough Council supports the use of emergency sprinkler systems in all new buildings.
7. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification.
8. 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.
9. Many species of plant and animal in England, and their habitats, are protected by law. You are breaking the law if you capture, kill, disturb or injure a European protected species (on purpose or by not taking enough care); damage or destroy a breeding or resting place (even accidentally); obstruct access to their resting or sheltering places (on purpose or by not taking enough care); possess, sell, control or transport live or dead individuals, or parts of them. For further information and guidance you are advised to speak to Natural England at [www.gov.uk](http://www.gov.uk) or by telephone on 0300 060 6000.
10. Suffolk Constabulary, Suffolk Fire and Rescue Service and Anglian Water have provided detailed comments upon this application, and these comments are available on the planning pages of the Council's website [www.ipswich.gov.uk](http://www.ipswich.gov.uk).

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

1. Core Strategy and Policies DPD (2017):- Policy CS1 (Sustainable Development); Policy CS2 (The Location and Nature of Development); Policy CS3 (IP-One Area Action Plan); Policy CS4 (Protecting our Assets); Policy CS5 (Improving Accessibility); Policy CS7 (The Amount of New Housing Required); Policy CS8 (Housing Type and Tenure); Policy CS12 (Affordable Housing); Policy CS13 (Planning for Jobs Growth); Policy CS16 (Green Infrastructure, Sport and Recreation); Policy CS17 (Delivering Infrastructure);

Policy DM1 (Sustainable Design and Construction); Policy DM2 (Decentralised Renewable or Low Carbon Energy); Policy DM3 (Provision of Private Outdoor Amenity Space in New and Existing Developments); Policy DM4 (Development and Flood Risk); Policy DM5 (Design and Character); Policy DM8 (Heritage Assets and Conservation); DM10 (Protection of Trees and Hedgerows); Policy DM17 (Transport and Access in New Developments); Policy DM18 (Car and Cycle Parking); DM25 (Protection of Employment Land); Policy DM26 (Protection of Amenity); Policy DM29 (Provision of New Public Open Space, Sport and Recreation Facilities); Policy DM30 (The Density of Residential Development); Policy DM31 (The Natural Environment); DM33 (Green Corridors).

Other relevant Planning Guidance

Suffolk Guidance for Parking - Technical Guidance (2019)  
Space and Design Guidelines SPD (2015)  
Cycling Strategy SPD (2016)  
DCLG Technical housing standards - nationally described space standards (2015)  
Development and Flood Risk SPD (2014)  
Suffolk Coast RAMS Supplementary Planning Document (SPD) (2020)  
Development and Archaeology Supplementary Planning Document (SPD) (2018)  
Public Open Space Supplementary Planning Document (SPD) (2017)  
Ipswich Urban Character Study SPD - Valley Character Area

**Dated:**

**Signed:**

Martyn Fulcher BSc (Hons) PGDip MRTPI  
Head of Development  
Grafton House  
15 –17 Russell Road  
Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

N.B. This permission is not an approval under the Building Regulations; Approval under those regulations may also be required.

**NOTES**

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this notice.
3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within; 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
4. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at [www.gov.uk/topic/planning-development/planning-permission-appeals](http://www.gov.uk/topic/planning-development/planning-permission-appeals)



7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

In making this decision the Council has positively addressed the National Planning Policy Framework 2021.

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



Authorised Signatory



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

Authorised Signatory

**EXECUTED as a DEED by the NHS  
ENGLAND and NHS IMPROVEMENT  
EAST OF ENGLAND REGION**

**Acting by and under the signatures of**

**JEFF BUGGLE**

In the presence of:-

Witness signature

Witness name

Witness address

Witness occupation

**EXECUTED as a DEED by IPSWICH**

**BOROUGH ASSETS LIMITED**

**Acting by its director \_\_\_\_\_**

\_\_\_\_\_  
DIRECTOR

in the presence of:

Witness signature

Witness name

Witness address

Witness Occupation