

DATED

24 March

2022

---

MID SUFFOLK DISTRICT COUNCIL (1)

SUFFOLK COUNTY COUNCIL (2)

DAVID JOHN TYDEMAN AND CHARLES ALEC  
TYDEMAN (3)

CAPEL PROPERTIES LIMITED (4)

---

Planning Obligation by Deed of Agreement under  
Section 106 of the Town and Country Planning Act  
1990 relating to land on the south of The Street,  
Stonham Aspal

(Planning Reference: DC/19/02299)

---

THIS DEED IS MADE this 24 day of March 2022

**BETWEEN:**

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("the District Council");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX ("the County Council")
- (3) **DAVID JOHN TYDEMAN** of Hall's Garden House, Stowmarket Road, Stonham Aspal, Stowmarket, IP14 6AD AND **CHARLES ALEC TYDEMAN** of Goldings East End Lane Stonham Aspal Stowmarket Suffolk IP14 6AB ("the Owners");
- (4) **CAPEL PROPERTIES LIMITED** (company registration number 09696652) whose registered office is at 17 Holywells Road, Ipswich, Suffolk, IP3 0DL ("the Developer");

Together "the Parties"

**INTRODUCTION**

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is the local highway authority (except for trunk roads); the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (C) The Owners are the freehold owner of the Site registered at the Land Registry with title SK75780.
- (D) The Developer entered into a contract with the Owners to purchase the Site dated 24<sup>th</sup> August 2018.
- (E) The Owners and the Developer submitted the Application to the District Council for the Development and on 22 January 2020 the District Council resolved to grant the Planning Permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- (F) The District Council and the County Council enter into this Deed content that the requirements of the District Council and County Council's policies are met and that any objections by the District Council and or the County Council to the grant of planning permission on the basis of those policies are overcome.

- (G) The District Council and the County Council consider and the Owners and the Developer acknowledge that the Development should not proceed unless certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (H) The District Council and the County Council (as appropriate) are satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

**1. DEFINITIONS**

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

<b>"Act"</b>	the Town and Country Planning Act 1990 as amended;
<b>"Affordable Housing"</b>	subsidised housing that will be available to persons who cannot afford to buy or rent housing generally available on the open market in accordance with Annex 2 of the National Planning Policy Framework 2021;
<b>"Affordable Housing Commuted Sum"</b>	the sum calculated in accordance with the District Council's affordable housing policies in place at the time to be paid by the Owners to the District Council to spend on Affordable Housing within the administrative district of the District Council in the event the Owners are unable to dispose of the Affordable Housing in accordance with Schedule 3;

<p><b>"Affordable Housing Nomination Agreement"</b></p>	<p>an agreement substantially in the form set out in Schedule 7 (subject to such amendments as are necessary to reflect the Affordable Housing Scheme Affordable Housing tenures and/or as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and "Nomination Agreement" shall have the same meaning;</p>
<p><b>"Affordable Housing Units"</b></p>	<p>four (4) Dwellings to be provided on the Site of which one (1) shall be Shared Ownership and three (3) shall be Rental Dwellings (unless otherwise agreed in writing with the District Council) which shall be provided on the Site pursuant to the Planning Permission to be occupied as Affordable Housing in accordance with the details in Schedule 3;</p>
<p><b>"Affordable Rent"</b></p>	<p>housing made available by a Registered Provider as low-cost rental accommodation (as defined by Section 69 of the Housing and Regeneration Act 2008) with a rent charged at a level up to 80% of the equivalent market rent including any service charges applicable;</p>
<p><b>"Application"</b></p>	<p>means the application for full planning permission for the Development validated by the District Council on 17 May 2019 and allocated reference number DC/19/02289;</p>
<p><b>"Chargee"</b></p>	<p>any mortgagee or charges of the Registered Provider or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or charges or any other person appointed under such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator appointed pursuant to the relevant provisions of the Housing and Planning Act 2016;</p>
<p><b>"Chargee's Duty"</b></p>	<p>the tasks and duties set out in Schedule 3, Part 2, Paragraph 2.12;</p>

<p><b>"Choice Based Lettings Scheme"</b></p>	<p>an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Letting Scheme (or such other scheme as may be agreed) relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the District Council is a party;</p>
<p><b>"Commencement of Development"</b></p>	<p>the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is first carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, the formation of the access to site, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure ground surveys, erection of temporary fences, the temporary display of site notices and/or advertisements and "Commence" and "Commencement" shall be construed accordingly;</p>
<p><b>"Completion Date"</b></p>	<p>the date that the last Dwelling is first Occupied;</p>
<p><b>"Development"</b></p>	<p>the residential development of 48 dwellings together with sports pitches and a sports community building with associated access improvements, parking, play space, infiltration basin and landscaping as set out in the Application;</p>
<p><b>"Development Programme"</b></p>	<p>the development programme submitted with the Application and approved by the District Council being 22 Dwellings in Phase 1 and 24 Dwellings in Phase 2;</p>
<p><b>"Dwelling"</b></p>	<p>any dwelling (including a house flat maisonette or bungalow and including Market Housing Units and Affordable Housing Units) to be built on the Site as part of the Development and "Dwellings" shall be construed accordingly;</p>

"Homes England"	the non-departmental public body responsible for creating thriving communities and funding new affordable homes in England or such other organisation as may from time to time take on those functions;
"Index"	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 District Council, the County Council and the Owners;
"Index Linked"	the increase in any sum referred to in Schedules 3 by an amount equivalent to the increase in the Index to be calculated in accordance with Clause 13 of this Deed;
"Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time;
"Management Company"	a company or body who will take over responsibility for the future maintenance of the Open Space and which definition may include a resident's association established for this purpose or a private limited company;
"Market Housing Unit"	any Dwelling which is for general market housing for sale or rent on the open market and which is not an Affordable Housing Unit;
"Nominated Body"	<p>one or any of the following as approved by the District Council:</p> <ul style="list-style-type: none"> <li>a) Stonham Aspal Parish Council;</li> <li>b) The Management Company;</li> <li>c) The trustees for the time being of the Stonham Aspal Football Club; or</li> <li>d) Such other body as the District Council or the Parish Council may elect and "Nominated Bodies" shall be construed accordingly.</li> </ul>

<b>"Notice of Actual Commencement"</b>	notice in writing to advise of the actual date of Commencement;
<b>"Notice of Expected Commencement"</b>	notice in writing to advise of the expected date of Commencement;
<b>"Occupation" and "Occupied"</b>	occupation of any Dwelling on the Site for the purposes permitted by the Planning Permission and Occupation would be deemed to have taken place when the District Council have evidence of the Occupation of any Dwelling on the Site but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" shall be construed accordingly;
<b>"Phase 2"</b>	the second phase of the Development as set out in the Development Programme and the Phasing Plan;
<b>"Phasing Plan"</b>	the plan attached to this Deed labelled "drawing no 3913 – Phasing Plan B";
<b>"Plan"</b>	the site location plan attached to this Deed;
<b>"Planning Permission"</b>	a planning permission subject to conditions which may be granted by the Council pursuant to the Application or an appeal by the Planning Inspectorate such planning permission to be substantially in the form of the draft as set out in Schedule 2 or if the District Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to Section 73 of the Act or a replacement permission for the Development;
<b>"Practical Completion"</b>	the completion of a Dwelling to a standard which is wind and watertight and fit for habitation in terms of heating, plumbing, electrics and sanitation and "Practically Complete" shall be construed accordingly;

<p><b>"Protected Person"</b></p>	<p>any person who:</p> <p>a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>c) any person who has staircased the equity in their Shared Ownership Dwelling to 100%;</p> <p>d) any successor in title to paragraph a- c above;</p>
<p><b>"Registered Provider" or "RP"</b></p>	<p>a Registered Provider of social housing as defined in section 80 (2) of the Housing and Regeneration Act 2008 and listed in the registers kept by The Regulator of Social Housing pursuant to Chapter 3 of that Act and approved in writing by the District Council in accordance with Schedule 3 of this Deed and which shall for the avoidance of doubt include the District Council itself;</p>
<p><b>"Rental Dwelling"</b></p>	<p>means an Affordable Housing Unit which is to be let at an Affordable Rent or social rent and is let on the Registered Provider's standard form of letting in accordance with the terms of this Deed by a Registered Provider;</p>
<p><b>"RPI Index"</b></p>	<p>the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the District Council, the County Council and the Owners;</p>
<p><b>"RPI Indexed"</b></p>	<p>the increase in any sum referred to in this Deed as "RPI Indexed" by an amount equivalent to the increase in the RPI Index to be calculated in accordance with clause 13 of this Deed;</p>



"School Transport Contribution"	the sum of £48,200.00 (forty eight thousand two hundred pounds) RPI Indexed to be paid to the County Council in accordance with Schedule 4 as a contribution to school transportation costs;
"Shared Ownership Dwelling"	a Dwelling to be let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time being in force in accordance with the terms as set out in the Home England's Capital Funding Guide and "Shared Ownership Dwellings" shall be construed accordingly;
"Shared Ownership Lease"	a long lease (over 990 years) of a Shared Ownership Dwelling granted at a premium whereby no less than 10% (ten percent) and no more than 75% (seventy five percent) on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by a lessee upon completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates such lease to be substantially in the form of the model shared ownership lease provided by the Regulator of Social Housing whose registered office is Level 1A City Tower Piccadilly Plaza Manchester M1 4BT or any statutory successor thereof (or other government body with the function of regulating social housing development). Any capital receipt received from staircasing between 81% and 100% to be reinvested in Affordable Housing within the District of Mid-Suffolk subject to any contrary requirements within the Homes England capital funding guide;
"Site"	the land described in Schedule 1 against which this Deed may be enforced as shown edged red for identification purposes only on the Plan;

"Sports Facilities"	the sports facilities set out in the Application consisting of one full sized football pitch and one junior sized football pitch together with training area, a children's play area; a single storey sports/community building; a car park with 30 spaces; a recycling facility and infiltration basin to be provided as part of the Development as shown indicatively on the Planning Plan;
"Sports Facilities Specification"	a specification for the layout, landscaping and equipment to be provided to include plans (where required) for the Sports Facilities as approved by the District Council and in accordance with the Planning Permission;
"Sports Facilities Lease"	a Lease of the Sports Facilities for a minimum term of 25 years substantially in the form set out at Schedule 8 to this Deed which is to be approved in writing by the District Council
"Working Days"	any day Monday to Friday inclusive except bank or public holidays in England.

## 2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause sub-clause paragraph sub-paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause paragraph sub-paragraph schedule or recital in this Deed;
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise;
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments

orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it;

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council any successors to its relevant statutory functions;
- 2.7 References to a "Plan" in this Deed shall be references to the plans attached to this Deed or any amended plans as shall be agreed between all parties;
- 2.8 Any covenant by the Owners not to do an act of thing shall be deemed to include an obligation not to permit or suffer such act of thing to be done by another person;
- 2.9 The headings are for reference only and shall not affect construction.

### **3 LEGAL BASIS**

- 3.1 This agreement is a Deed made pursuant to section 106 of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers;
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the District Council and or the County Council as local planning authority (as appropriate) against the Owners and their successors in title.

### **4 CONDITIONALITY**

- 4.1 The planning obligations contained in the Schedules to this Deed save for paragraph 1.1 of Part 1 Schedule 3 are conditional upon:
- 4.1.1 the grant of the Planning Permission; and
- 4.1.2 the Commencement of Development;
- the remainder of this Deed and paragraph 1.1 of Part 1 Schedule 3 shall come into effect immediately upon completion of this Deed.
- 4.2 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
- 4.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission

and the Commencement of Development PROVIDED THAT the Owners shall not undertake any further works to implement the Planning Permission following the issue of such judicial review proceedings;

4.2.2 If following the conclusion of such judicial review proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owners this Deed will cease to have any further effect; and

4.2.3 If following the conclusion of such judicial review proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.

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

4.3.1 proceedings by way of judicial review are concluded:

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

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

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

4.3.2 proceedings under Section 288 of the Act are concluded:

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

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

## 5 THE OWNERS COVENANTS

5.1 The Owners covenant with the District Council so as to bind the Site and each and every part thereof as set out in Schedule 3.

5.2 The Owners covenant with the County Council so as to bind the Site and each and every part thereof as set out in Schedule 4.

## **6 DISTRICT COUNCIL'S COVENANTS**

6.1 The District Council covenants with the Owners as set out in Schedule 5.

## **7 THE COUNTY COUNCIL'S COVENANTS**

7.1 The County Council covenants with the Owners as set out in Schedule 5.

## **8 MISCELLANEOUS**

8.1 The Owners shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owners shall comply with any reasonable requests of the District Council and or the County Council and their duly authorised officers or agents to have access to any part of all of the Site or any requests to provide documentation within the Owners' possession (at the Owners' expense) for the purposes of monitoring compliance with the obligations contained herein.

8.2 The Owners agree declare and covenant both with the District Council and with the County Council that they shall observe and perform the conditions restrictions and other matters relating to the Owners mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the District Council and/or the County Council (as appropriate) for any expenses or liability arising to the District Council and/or the County Council in respect of breach by the Owners of any obligation on the Owners contained herein save to the extent that any act or omission of the District Council and/or the County Council its employees invitees or agents has caused or contributed to such expenses or liability.

8.3 The Developer shall pay to the District Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed;

8.4 The Developer shall pay to the County Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed;

8.5 The Developer covenants to pay to the County Council on or before completion of this Deed a contribution of £412.00 (four hundred and twelve pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owners are required to observe and perform pursuant to the terms of this Deed.

- 8.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999;
- 8.7 This Deed is a local land charge and upon completion shall be registered by the District Council as such;
- 8.8 Where the agreement, approval, consent or expression of satisfaction is required by the Owners or the Developer from the District Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the District Council by the Chief Planning Officer (or the equivalent officer of the District Council fulfilling such functions) and by the Executive Director of Growth, Highways and Infrastructure on behalf of the County Council (or the equivalent officer of the County Council fulfilling such functions) ;
- 8.9 Insofar as any clause, clauses or paragraphs of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 8.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development;
- 8.11 No person shall be liable for any breach of this Deed after it shall have parted with its entire interest in the Site (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it;
- 8.12 This Deed shall not be binding on any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site;
- 8.13 This Deed shall be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission only in respect of any restriction on Occupation and use and likewise against those deriving title from them;

- 8.14 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 8.15 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or of the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority;
- 8.16 The Owners covenant from the date that this Deed takes effect to allow the District Council and the County Council and their respectively duly authorised officers or agents at all reasonable times to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed;
- 8.17 The Owners agree that any rights to claim compensation arising for any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived;
- 8.18 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owners and at no cost to the District Council or to the County Council;
- 8.19 The Owners covenant and warrant to the County Council and to the County Council that they have the full power to enter into this Deed and there is no other person other than the Developer whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

## **9 WAIVER**

- 9.1 No waiver (whether expressed or implied) by the District Council, the County Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council, the County Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **10 CHANGE IN OWNERSHIP**

- 10.1 As qualified by the following sub-clause the Owners agree with the District Council and the County Council to give each of them independently immediate written notice of any transfer in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged such notice to be served within 20 working days of such transfer quoting the District Council's reference

DC/19/02299 and giving details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan and the title number or numbers thereof;

- 10.2 The Owners shall not be obliged to notify the District Council or the County Council of disposals of individual dwellings or to any statutory undertaker.

## 11 NOTICES

- 11.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or is otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 11.2;

- 11.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows:

The District Council	The Chief Planning Officer, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure, Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The Owners	David John Tydeman, Hall's Garden House, Stowmarket Road, Stonham Aspal, Stowmarket, IP14 6AD; and Charles Alec Tydeman, Goldings East End Lane Stonham Aspal Stowmarket Suffolk IP14 6AB
The Developer	Capel Properties Limited, 17 Holywells Road, Ipswich, Suffolk, IP3 0DL

Or to such other address as a Party shall notify to the other Parties in writing.

## 12 DISPUTE PROVISIONS

- 12.1 in the event of any dispute or difference arising between any of the Parties in respect of any matter contained in this Deed such dispute or difference shall be referred to



an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert ("the Expert") whose decision shall be final and binding on the Parties to the dispute in the absence of manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the Parties to the dispute in equal shares;

12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all Parties to the dispute in the absence of manifest error and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute in equal shares;

12.3 Any Expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant Parties to the dispute within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation;

12.4 The Expert shall be required to give notice to each of the said Parties to the dispute requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days;

12.5 The provisions of this clause 12 shall not affect the ability of the parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

### 13 INDEXATION

13.1 Any sum referred to in Schedule 3 or 4 (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the Index or RPI Index (as the context dictates) from the date hereof until the date on which such sum is payable using the application of the formula  $A = B \times CD$  where:

A is the sum payable under this Deed;

B is the original sum calculated as the sum payable;

C is the index or RPI index (as the context dictates) for the month two (2) months before the date on which the sum is payable;

D is the index or RPI index (as the context dictates) for the month two (2) months before the date of this Deed; and

C/D is greater than 1

#### **14 INTEREST ON PAYMENTS**

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

#### **15 DEVELOPER'S CONSENT**

15.1 The Developer acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed and that their rights shall take effect subject to this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed (save as expressly provided in this Deed) unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

#### **16 VAT**

16.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and any VAT due must also be paid.

#### **17 JURISDICTION**

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

#### **18 DELIVERY**

18.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

The Common Seal of )  
**MID SUFFOLK DISTRICT** )  
**COUNCIL** )  
was hereunto affixed )  
In the presence of )

Authorised Signatory.....

The Common Seal of )  
**SUFFOLK COUNTY** )  
**COUNCIL** )  
was hereunto affixed )  
In the presence of )

Authorised Signatory.....

Executed by **DAVID** )  
**JOHN TYDEMAN** in the )  
presence of: )

\_\_\_\_\_

Witness Signature: )  
Witness Name: )  
Witness Address: )  
Witness Occupation: )

\_\_\_\_\_

<b>LARKER GOTELEE</b> <small>CONVEYANCERS</small> 41 Barrack Square Martlesham Heath IPSWICH IP5 3RF 01473 611211
--

\_\_\_\_\_ *[Handwritten Signature]*

Executed by **CHARLES** )  
**ALEC TYDEMAN** in the )  
presence of: )

\_\_\_\_\_

Witness Signature: )  
Witness Name: )  
Witness Address: )  
Witness Occupation: )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written:

The Common Seal of  
**MID SUFFOLK DISTRICT**  
**COUNCIL**  
was hereunto affixed  
in the presence of



Authorised Signatory [Redacted]

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



Authorised Signatory [Redacted]

Executed by **DAVID**  
**JOHN TYDEMAN** in the  
presence of.

Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_  
Witness Occupation: \_\_\_\_\_

Executed by **CHARLES**  
**ALEC TYDEMAN** in the  
presence of.

Witness Signature: \_\_\_\_\_  
Witness Name: [Redacted]  
Witness Address: [Redacted]  
Witness Occupation: [Redacted]

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

The Common Seal of )  
**MID SUFFOLK DISTRICT** )  
**COUNCIL** )  
was hereunto affixed )  
In the presence of )

Authorised Signatory .....

The Common Seal of )  
**SUFFOLK COUNTY** )  
**COUNCIL** )  
was hereunto affixed )  
In the presence of )

Authorised Signatory .....

Executed by **DAVID** )  
**JOHN TYDEMAN** in the )  
presence of: )

\_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Executed by **CHARLES** )  
**ALEC TYDEMAN** in the )  
presence of: )

\_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Executed as a deed by  
CAPEL PROPERTIES  
LIMITED acting by a  
director and/or secretary  
as secretary

In the presence of:

Director

Director/Secretary

Witness 1 given

Witness Name :

JAN READ

Witness Address :

Bank of Giltie  
41 Market Square  
Marske-on-Sea  
North Yorkshire YO13 9JF

## **SCHEDULE 1**

### **DETAILS OF THE OWNERS' TITLE AND DESCRIPTION OF THE SITE**

The freehold land on the south of The Street, Stonham Aspal being part of Land on the east side of 4-5 Wingfield Meadows, The Street, Stonham Aspal, Stowmarket, IP14 6DG and registered at the Land Registry under title number SK75780 shown edged with red for identification only on the Plan

## SCHEDULE 2

### DRAFT PLANNING PERMISSION

DRAFT DRAFT DRAFT -- Due Date: 31/01/2019 -- DRAFT DRAFT DRAFT

Phillip Isbell – Chief Planning Officer  
Sustainable Communities

Mid Suffolk District Council  
Enterprise House, 8 Russell Road, Ipswich IP21 2DX

Website: [www.midsuffolk.gov.uk](http://www.midsuffolk.gov.uk)

## PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

### Correspondence Address:

Patrick Allen Ltd  
2 Grange Business Centre  
Tommy Flowers Drive  
Grange Farm  
Kesgrave  
IP5 2BY

### Applicant:

Mr DJ And Mr CJ Tydeman And Capel  
Properties Ltd  
17 Holywells Road  
Ipswich  
Suffolk  
IP30DL

Date Application Received: 09-May-19

Application Reference: DC/19/02299

Date Registered: 17-May-19

### Proposal & Location of Development:

Full Planning Application - Erection of 46 dwellings, sport pitches and a sports community building with associated access improvements, parking, play space, infiltration basin and landscaping.

Land South Of The Street, Stonham Aspal, Suffolk, IP14 6AN

### Section A – Plans & Documents:

This decision refers to drawing no./entitled as the defined red line plan with the site shown edged red. Any other drawing showing land edged red whether as part of another document or as a separate plan/drawing has not been accepted or treated as the defined application site for the purposes of this decision.

The plans and documents recorded below are those upon which this decision has been reached:

### Section B:

Mid Suffolk District Council as Local Planning Authority, hereby give notice that **PLANNING PERMISSION**



1. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE:  
COMMENCEMENT TIME LIMIT

The development hereby permitted shall be begun not later than the expiration of three years from the date of this permission.

Reason - To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004

2. ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS: PRE-COMMENCEMENT CONDITION: APPROVAL OF PHASING OF DEVELOPMENT

Before any development is commenced, a scheme for the carrying out of the development in successive phases shall be submitted to the Local Planning Authority for approval. No development forming part of any phase other than the first, of any scheme subsequently approved in writing, shall be commenced until 75% of the development in the preceding phase has been occupied.

Reason - To enable the Local Planning Authority to secure an orderly and well designed development provided in appropriate phases to ensure minimal detriment to residential amenity, the environment and highway safety prior to the commencement of such development.

3. APPROVED PLANS & DOCUMENTS

The development hereby permitted shall be carried out in accordance with the drawings/documents listed under Section A above and/or such other drawings/documents as may be approved by the Local Planning Authority in writing pursuant to other conditions of this permission or such drawings/documents as may subsequently be approved in writing by the Local Planning Authority as a non-material amendment following an application in that regard. Such development hereby permitted shall be carried out in accordance with any Phasing Plan approved under Section A, or as necessary in accordance with any successive Phasing Plan as may subsequently be approved in writing by the Local Planning Authority prior to the commencement of development pursuant to this condition.

Reason - For the avoidance of doubt and in the interests of proper phased planning of the development.

4. ACTION REQUIRED PRIOR TO COMMENCEMENT: SUBMISSION OF CONSTRUCTION METHOD STATEMENT

Prior to the commencement of the development hereby permitted a Construction 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 plan. The Construction Management Plan shall include the following matters:

- a) haul routes for construction traffic on the highway network and monitoring and review mechanisms,
- b) provision of boundary hoarding and lighting

- c) details of proposed means of dust suppression
- d) details of measures to prevent mud from vehicles leaving the site during construction
- e) details of deliveries times to the site during construction phase
- f) details of provision to ensure pedestrian and cycle safety
- g) programme of works (including measures for traffic management and operating hours)
- h) parking and turning for vehicles of site personnel, operatives and visitors
- i) loading and unloading of plant and materials
- j) storage of plant and materials
- k) maintain a register of complaints and record of actions taken to deal with such complaints at the site office as specified in the Plan throughout the period of occupation of the site.

Reason: In the interest of highway safety to avoid the hazard caused by mud on the highway and to ensure minimal adverse impact on the public highway during the construction phase.

**5. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE AGREEMENT OF MEASURES TO IMPROVE SUSTAINABILITY OF DEVELOPMENT**

No works shall commence above slab level until a scheme for the provision and implementation of water, energy and resource efficiency measures, during the construction and operational phases of the development shall be submitted to and approved, in writing, by the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the construction and occupancy of the development. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetable as may be agreed.

Reason - To enhance the sustainability of the development through better use of water, energy and resources. This condition is required to be agreed prior to the commencement of any development as any construction process, including site preparation, has the potential to include energy and resource efficiency measures that may improve or reduce harm to the environment and result in wider public benefit in accordance with the NPPF.

**6. ACTION REQUIRED PRIOR TO WORKS ABOVE SLAB LEVEL: SPORTS FACILITIES: GROUND CONDITIONS**

No development shall progress above slab level until the following documents have been submitted to and approved in writing by the Local Planning Authority after consultation with Sport England;

- (i) A detailed assessment of ground conditions (including drainage and topography) of the land proposed for the playing field which identifies constraints which could adversely affect playing field quality; and
- (ii) Where the results of the assessment to be carried out pursuant to (i) above identify constraints which could adversely affect playing field quality, a detailed scheme to address any such constraints. The scheme shall include a written specification of the proposed soils structure, proposed drainage, cultivation and other operations associated with grass and sports turf establishment and a programme of implementation.

The approved scheme shall be carried out in full and in accordance with the approved programme of implementation. The land shall thereafter be maintained in accordance with the scheme and made available for playing field use in accordance with the scheme.

Reason: To ensure that the playing field is prepared to an adequate standard and is fit for purpose and to accord with the relevant technical guidance provided by Sports England.

7. ACTION REQUIRED PRIOR TO WORKS ABOVE SLAB LEVEL: SPORTS ENGLAND: DETAILS OF THE INTERNAL LAYOUT OF THE PAVILLION

No development shall commence until details of the design and internal layout of the proposed pavilion have been submitted to and approved in writing by the Local Planning Authority after consultation with Sport England. The pavilion shall not be constructed other than in accordance with the approved details.

Reason: To ensure the development is fit for purpose, meets FA/Sport England technical guidance, and to accord with Development Plan Policy \*\*.

8. ACTION REQUIRED PRIOR TO INSTALLATION OF FLOODLIGHTS: DETAIL OF FLOODLIGHTING AND HOURS OF USE

No floodlighting shall be constructed, installed or illuminated until full details of this, including details of lighting to be used, light spill resultant and hours of use, have been submitted to and agreed, in writing, by the Local Planning Authority. The development shall thereafter be carried out and maintained in accordance with the approved details.

Reason: To ensure that any floodlighting at the site is of a satisfactory specification and to ensure that it will not cause any undue harm or loss of amenity to the surroundings area.

9. ACTION REQUIRED PRIOR TO COMMENCEMENT: ARCHAEOLOGICAL INVESTIGATION

No development shall take place within the area indicated [the whole site] until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writin by the Local Planning Authority.

The scheme of investigation shall include an assessment of significance and research questions;and:

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

Reason: 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 Core Strategy

Objective SO 4 of Mid Suffolk District Council Core Strategy Development Plan Document (2008) and the National Planning Policy Framework (2019).

10. ACTION REQUIRED PRIOR TO OCCUPATION : SUBMISSION OF ARCHAEOLOGICAL FINDINGS

No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under part 1 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason: 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 Core Strategy Objective SO 4 of Mid Suffolk District Council Core Strategy Development Plan Document (2008) and the National Planning Policy Framework (2012).

11. ACTION REQUIRED IN ACCORDANCE PRIOR TO OCCUPATION: FIRE HYDRANTS

Prior to the first occupation of the site, details of the provision of fire hydrants shall be submitted to and approved, in writing, by the Local Planning Authority. The fire hydrants shall be carried out in accordance with these details in their entirety and in accordance with the timetable as may be agreed.

Reason - To ensure the site is suitably served by fire hydrants.

12. COMPLIANCE REQUIRED: SURFACE WATER DRAINAGE REPORT

The strategy for the disposal of surface water the Flood Risk Assessment (FRA) (dated October 2019 ref: 1808-197 Rev B) shall be implemented as approved in writing by the local planning authority. The strategy shall thereafter be managed and maintained in accordance with the approved strategy.

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

13. ACTION REQUIRED PRIOR TO FINAL OCCUPATION: PROVISION OF SUDS SYSTEM

Upon completion of the final dwelling, 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.

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

14. ACTION REQUIRED PRIOR TO COMMENCEMENT; CONSTRUCTION SURFACE WATER MANAGEMENT PLAN

No development shall commence until details of a Construction Surface Water Management Plan (CSWMP) 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 shall include:

a. Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include:-

i. Temporary drainage systems

ii. Measures for managing pollution / water quality and protecting controlled waters and watercourses

iii. Measures for managing any on or offsite flood risk associated with construction

Reason: To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater

15. COMPLIANCE REQUIRED VISIBILITY SPLAYS AS SHOWN TO BE PROVIDED

Before the access is first used visibility splays shall be provided as shown on Drawing No: 1808/197 with an X dimension of 2.4m and a Y dimension of 90m and thereafter retained in the specified form. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.

Reason: To ensure a safe and suitable access to the site has been provided to the standard agreed within the submitted drawings.

16. ACTION REQUIRED PRIOR TO COMMENCEMENT; DETAIL OF ACCESS AND ASSOCIATED WORKS

Before the development is commenced, details of the access and associated works, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the access and associated works shall be implemented in accordance with the agreed details.

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

17. ACTION REQUIRED PRIOR TO COMMENCEMENT; DETAILS OF ESTATE ROADS AND FOOTPATHS

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

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

18. ACTION REQUIRED PRIOR TO OCCUPATION OF EACH DWELLING: PROVISION OF FOOTPATHS

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

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

19. ACTION REQUIRED PRIOR WORK TO ACCESS: HIGHWAYS DRAINAGE

Before the development is commenced details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway. The approved scheme shall be carried out in its entirety before the access is first used and shall be retained thereafter in its approved form.

Reason: To prevent hazards caused by flowing water or ice on the highway.

20. ACTION REQUIRED PRIOR TO COMMENCEMENT: DETAILS OF WORKS TO PUBLIC RIGHTS OF WAY

Before the development is commenced, details of the public rights of way affected by the proposals shall be submitted along with any plans for the stopping up or diversion of said public rights of way during development. For the avoidance of doubt, detail as to the layout, surfacing and any planting to the public rights of way within the site shall also be submitted and agreed with the Local Planning Authority. Thereafter, the works to the public rights of way shall be enacted as per the agreed details.

Reason: To ensure adequate detail of works to the public rights of way are held.

21. ACTION REQUIRED PRIOR TO COMMENCEMENT: DETAILS OF HGV ROUTING TO SITE

Before the development hereby permitted is commenced a Construction Traffic 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 plan. The Construction Management Plan shall include the following matters:

- a) haul routes for construction traffic on the highway network and monitoring and review mechanisms.
- b) provision of boundary hoarding and lighting details of measures to prevent mud from vehicles leaving the site during construction
- c) details of deliveries times to the site during construction phase
- d) details of provision to ensure pedestrian and cycle safety
- e) programme of works (including measures for traffic management and operating hours)
- f) parking and turning for vehicles of site personnel, operatives and visitors
- g) maintain a register of complaints and record of actions taken to deal with such complaints at the site office as specified in the Plan throughout the period of occupation of the site.

Reason: In the interest of highway safety to avoid the hazard caused by mud on the highway and to ensure minimal adverse impact on the public highway during the construction phase.

**22. ACTION REQUIRED PRIOR TO OCCUPATION: PARKING AND TURNING AREAS**

Prior to the occupation of the first dwelling, the areas to be provided for the loading, unloading, manoeuvring and parking of vehicles including secure cycle storage shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and used for no other purpose.

Reason: To ensure the provision and long term maintenance of adequate on-site space for the parking and manoeuvring of vehicles in accordance with Suffolk Guidance for Parking (2015) where on-street parking and manoeuvring would be detrimental to highway safety.

**23. COMPLIANCE REQUIRED: REFUSE AND RECYCLING BIN STORAGE AND PRESENTATION AREAS**

The areas to be provided for presentation of Refuse/Recycling bins as shown on drawing number 3913/08/CC shall be provided in its entirety before the development is brought into use and shall be retained thereafter for no other purpose.

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

**24. COMPLIANCE REQUIRED: TREE PROTECTION**

All existing trees and hedgerows shall be retained throughout the development construction phases, unless shown to be removed on the approved drawing and all trees and hedgerows on and immediately adjoining the site shall be protected from damage as a result of works on site in accordance with the relevant British Standard. All existing trees and hedgerows shall then be monitored and recorded for at least five years following contractual practical completion of the development. In the event that any trees and/or hedgerows die, are removed, destroyed, fail to thrive or are otherwise defective during such a period, they shall be replaced during the first planting season thereafter to specifications agreed, in writing, with the Local Planning Authority. Any tree works agreed to shall be carried out in accordance with BS 3998.

Reason: To safeguard the continuity of amenity afforded by existing trees and hedgerows.

**25. ACTION REQUIRED PRIOR TO COMMENCEMENT: SUBMISSION OF LANDSCAPING PLANS**

No works shall take place until full details of all landscape works have been submitted to and agreed, in writing, by the Local Planning Authority and the works shall be carried out prior to the occupation of any part of the development unless an alternative implementation programme is subsequently agreed, in writing, by the Local Planning Authority. The submitted landscape details shall include:

- a) PROPOSED FINISHED LEVELS OR CONTOURS;
- b) MEANS OF ENCLOSURE;

- c) HARD SURFACING MATERIALS;
- d) MINOR ARTEFACTS AND STRUCTURES (E.G. FURNITURE, PLAY EQUIPMENT, REFUSE OR OTHER STORAGE UNITS, SIGNS, LIGHTING ETC.);
- e) PLANTING PLANS;
- f) WRITTEN SPECIFICATIONS (INCLUDING CULTIVATION AND OTHER OPERATIONS ASSOCIATED WITH PLANT AND GRASS ESTABLISHMENT);
- g) SCHEDULES OF PLANTS, NOTING SPECIES, PLANT SIZES AND PROPOSED NUMBERS/DENSITIES WHERE APPROPRIATE; AND
- h) IMPLEMENTATION TIMETABLES AND MONITORING PROGRAMS.

Reason: To ensure that there is a suitable landscape proposal to be implemented at the site for the enjoyment of future users and also to satisfactorily integrate the development within its surrounding context in the interest of visual amenity.

26. ACTION REQUIRED PRIOR TO COMMENCEMENT: SUBMISSION OF A COPY OF THE EPS LICENCE FOR GREAT CRESTED NEWT

The following works shall not in any circumstances commence unless the local planning authority has been provided with either:

- a) a licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations 2017 authorizing the specified activity/development to go ahead; or
- b) a statement in writing from the relevant licensing body to the effect that it does not consider that the specified activity/development will require a licence.

Reason: To conserve Protected and Priority species and allow the LPA to discharge its duties under the UK Habitats Regulations 2017, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 and s17 Crime & Disorder Act 1998.

27. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

A construction environmental management plan (CEMP: Biodiversity) shall be submitted to and approved in writing by the local planning authority, following the details contained within the Ecological Survey Report (MHE Consulting Ltd, April 2019) and Great Crested Newt Survey Report (MHE Consulting Ltd, November 2019) The CEMP (Biodiversity) shall include the following:

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones".
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similar competent person.
- h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.



Reason: To conserve Protected and Priority species and allow the LPA to discharge its duties under the UK Habitats Regulations 2017, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species).

28. ACTION REQUIRED PRIOR TO SLAB LEVEL: LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN

A Landscape and Ecological Management Plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior to slab level of the development.

The content of the LEMP shall include the following:

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

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

Reason: To allow the LPA to discharge its duties under the UK Habitats Regulations 2017, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species).

29. ACTION REQUIRED PRIOR TO SLAB LEVEL: BIODIVERSITY ENHANCEMENT STRATEGY

A Biodiversity Enhancement Strategy for Protected and Priority species shall be submitted to and approved in writing by the local planning authority, following the details contained within the Ecological Survey Report (MHE Consulting Ltd, April 2019).

The content of the Biodiversity Enhancement Strategy shall include the following:

- a) Purpose and conservation objectives for the proposed enhancement measures;
- b) detailed designs to achieve stated objectives;
- c) locations of proposed enhancement measures by appropriate maps and plans;
- d) persons responsible for implementing the enhancement measures;
- e) details of initial aftercare and long-term maintenance (where relevant)

The works shall be implemented in accordance with the approved details and shall be retained in that manner thereafter.

Reason: To enhance Protected and Priority Species/habitats and allow the LPA to discharge its duties under the s40 of the NERC Act 2006 (Priority habitats & species).

### 30. PRIOR TO OCCUPATION: WILDLIFE SENSITIVE LIGHTING DESIGN SCHEME

A lighting design scheme for biodiversity shall be submitted to and approved in writing by the local planning authority. The scheme shall identify those features on site that are particularly sensitive for bats and that are likely to cause disturbance along important routes used for foraging; and show how and where external lighting will be installed so that it can be clearly demonstrated that areas to be lit will not disturb or prevent bats using their territory.

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

Reason: To allow the LPA to discharge its duties under the UK Habitats Regulations 2017, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species)

### SUMMARY OF POLICIES WHICH ARE RELEVANT TO THE DECISION:

- NPPF - National Planning Policy Framework
- NPPG-National Planning Policy Guidance
- FC01 - Presumption In Favour Of Sustainable Development
- FC01\_1 -Mid Suffolk Approach To Delivering Sustainable Development
- CS01 - Settlement Hierarchy
- CS02 - Development in the Countryside & Countryside Villages
- CS03 - Reduce Contributions to Climate Change
- CS04 - Adapting to Climate Change
- CS05 - Mid Suffolk's Environment
- CS06 - Services and Infrastructure
- CS09 - Density and Mix
- GP01 - Design and layout of development
- HB01 - Protection of historic buildings
- HB14 - Ensuring archaeological remains are not destroyed
- H04- Proportion of Affordable Housing
- H07 - Restricting housing development unrelated to needs of countryside
- H13 - Design and layout of housing development
- H14 - A range of house types to meet different accommodation needs
- H15 - Development to reflect local characteristics
- H16-Protecting existing residential amenity
- H17-Keeping residential development away from pollution
- T09 -Parking Standards
- T10 - Highway Considerations in Development
- CL08 - Protecting wildlife habitats
- RT01 - Sports and recreation facilities for local communities
- RT02 -Loss of existing sports and recreation facilities
- RT04 - Amenity open space and play areas within residential development

5. Any works to a watercourse may require consent under section 23 of the Land Drainage Act 1991. Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017. Any discharge of surface water to a watercourse that drains into an Internal Drainage Board catchment is subject to payment of a surface water developer contribution. Any works to lay new surface water drainage pipes underneath the public highway will need a section 50 license under the New Roads and Street Works Act 1991. Any works to a main river may require an environmental permit.

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

The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. 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 improvement works. 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.

Public Footpaths are recorded near the proposed development area. Whilst we do not have any objections to this proposal, the granting of planning permission is separate to any consents that may be required in relation to Public Rights of Way, including temporary closures for construction. These consents are to be obtained from the Public Rights of Way & Access Team at Suffolk County Council, as the Highway Authority.

Babergh and Mid Suffolk District Councils have adopted Community Infrastructure Levy (CIL) charging which affects planning permissions granted on or after 11th April 2016 and permitted development commenced on or after 11th April 2016. If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling or holiday let of any size your development may be liable to pay CIL and you must submit relevant documents to our Infrastructure Team telling us more about your development, who will pay CIL and when the development will start. You will receive advice on the amount you have to pay and what you have to do and you can find more information about CIL on our websites here:

[CIL in Babergh](#) and [CIL in Mid Suffolk](#) or by contacting the Infrastructure Team on: [infrastructure@baberghmidsuffolk.gov.uk](mailto:infrastructure@baberghmidsuffolk.gov.uk)

This relates to document reference: DC/19/02299

**Signed:** Philip Isbell

**Dated:**

**Chief Planning Officer  
Sustainable Communities**

## Important Notes to be read in conjunction with your Decision Notice

### Please read carefully

This decision notice refers only to the decision made by the Local Planning Authority under the Town and Country Planning Acts and DOES NOT include any other consent or approval required under enactment, bylaw, order or regulation.

**Please note: depending upon what conditions have been attached to the decision, action may be required on your part before you can begin your development.** Planning conditions usually require that you write to the Local Planning Authority and obtain confirmation that you have discharged your obligations. You should read your decision notice in detail and make a note of the requirements placed on you by any conditions. **If you proceed with your development without complying with these conditions you may invalidate your permission and put your development at risk.**

### Discharging your obligations under a condition:

You should formally apply to discharge your conditions and the relevant application forms are available on the Council's website. The Local Planning Authority has 8 weeks to write to you after you submit the details to discharge your conditions. You should always account for this time in your schedule as the Local Planning Authority cannot guarantee that conditions can be discharged quicker than this. A fee is applicable for the discharge of planning conditions.

### Building Control:

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 of Babergh and Mid Suffolk District Councils.

## Appeals to the Secretary of State

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or consent, or to grant permission or consent subject to condition, they may appeal to the Secretary of State for Communities and Local Government. The applicant's right of appeal is in accordance with the appropriate statutory provisions which follow:

Planning Applications: Section 78 Town and Country Planning Act 1990

Listed Building Applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1967

Advertisement Applications: Section 78 Town and Country Planning Act 1990  
Regulation 15

Town and Country Planning (Control of Advertisements) Regulations 2007

Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice. If 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. 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 six months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or online at <https://www.gov.uk/government/publications/modelnotification-notice-to-be-sent-to-an-applicant-when-permission-is-refused>

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he/she will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him/her that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by it, having regard to the statutory requirements\*, to the provisions of the Development Order, and to any directions given under the Order. The Secretary of State does not practise refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him/her.

2. If permission or consent to develop land or carry out works is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use by the carrying out of any development or works which has been or would be permitted they may serve on the Council of the district in which the land is situated, a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990 or Section 32 Planning (Listed Buildings and Conservation Areas) Act 1967.

\*The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70 and 72(1) of the Act.

### SCHEDULE 3

#### THE OWNERS' COVENANTS WITH THE DISTRICT COUNCIL

##### Part 1

##### NOTICES

- 1.1 The Owners shall give the District Council Notice of Expected Commencement not less than seven (7) Working Days' before the date that the Owners expect Commencement of the Development to occur and the Owners shall give the District Council Notice of Actual Commencement within twenty-one (21) Working Days' of Commencement of Development in order to confirm Commencement has occurred.
- 1.2 The Owners shall give the District Council not less than two (2) months' written notice of the anticipated date for the first Occupation of the first Dwelling to be Occupied.
- 1.3 The Owners shall give to the District Council not less than twenty-one (21) Working Days' written notice following
  - 1.3.1 the date of Occupation of the first Dwelling;
  - 1.3.2 the date of Occupation of the final Dwelling; and
  - 1.3.3 Completion of the Development

##### Part 2

##### AFFORDABLE HOUSING

- 2.1 Having given notice under paragraph 1.1 of Part 1 of this Schedule 3 above unless the District Council is the Registered Provider the Owners shall nominate a Registered provider. The Owners may Commence Development while this process is ongoing.
- 2.2 Unless the District Council is the Registered Provider or otherwise agreed in writing the Owners shall endeavour to agree with the District Council on the Identity of the Registered Provider or other body to which the Affordable Housing Units are to be transferred prior to Commencement of Development.
- 2.3 The Owners shall construct the Affordable Housing Units in accordance with the Planning Permission.
- 2.4 The Owners shall not Occupy or permit Occupation of the 14<sup>th</sup> Market Housing Unit to be constructed in Phase 2 of the Development unless and until all of the Affordable

Housing Units have been made ready for residential Occupation and have been transferred to the approved Registered Provider and written notification of such has been received by the District Council.

- 2.5. Unless otherwise agreed in writing by the District Council the mix and tenure of the Affordable Housing Units shall be as follows:

Shared Ownership:

1 x 1 bed house 2 person bungalow @ 50sqm – plot 23 (away from visitor space)

Affordable Rent:

2 x 2 bed 4 person houses @ 79sqm - plots 34 and 35

1 x 1 bed 2 person bungalow @ 50sqm – plots 24

- 2.6. Unless the District Council is the Registered Provider the Owners shall procure a covenant in the transfer(s) of the Affordable Housing Units that the Registered Provider(s) will enter into the Affordable Housing Nomination Agreement within one (1) month of the date of the transfer(s) to it of the Affordable Housing Units (or such other time period as is otherwise agreed in writing with the District Council).

- 2.7. The Owners covenant that the Rental Dwellings shall only be Occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the District Council is a party or chosen pursuant to the Affordable Housing Nomination Agreement which confers nomination rights on the District Council unless otherwise agreed by the District Council in writing.

- 2.8. The Owners covenant that the Shared Ownership Dwelling shall be Occupied by persons allocated in accordance with the Governments Help to Buy Scheme (or any subsequent scheme) or chosen pursuant to the Affordable Housing Nomination Agreement made pursuant to this Schedule 3 which confers nomination rights on the Council unless otherwise agreed by the Council in writing.

- 2.9. From the date of Practical Completion the Affordable Housing Units shall not be used other than for Affordable Housing as set out herein save that this obligation shall not be binding on:

- a) any Protected Person or any mortgagee or chargee of the Protected Person exercising the mortgagee protection provision within the Shared Ownership Lease or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or
- b) any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty; or

- c) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor; or
- d) any successor in title of a)- c) above.

2.10. The Owners shall not Occupy or permit Occupation of any of the Affordable Housing Units for any purpose other than as Affordable Housing.

2.11. the Owners covenant that any transfer of land on which any of the Affordable Housing Units has been constructed to a Registered Provider shall be:

2.11.1 with vacant possession;

2.11.2 free from any incumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owners to any statutory undertaker);

2.11.3 Subject to a grant by the Owners to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;

2.11.4 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation use, maintenance and management of the Development;

2.11.5 subject to a covenant to enter into an Affordable Housing Nomination Agreement substantially in the form of the agreement contained in Schedule 7 with the District Council within three (3) months of the date the Site is transferred from the Owners to the Registered Provider;

2.11.6 subject to a covenant that the Registered Provider shall include a pre-emption provision in its own favour in any transfer of an Affordable Housing Unit from the said Registered Provider to the owner or tenant of an Affordable Housing Unit; and

2.11.7 subject to a covenant that the Registered Provider shall use all capital receipts from the sale of Affordable Housing Units only for the purpose of providing Affordable Housing.

2.12. The obligations and restrictions contained in paragraph 2 of this Schedule 3 shall not be binding on:

2.12.1 a Chargee who has complied with the provisions of paragraph 2.12 of this Schedule 3;



- 2.12.2 Any Affordable Housing Unit purchased by a tenant through Social Homebuy funded pursuant to Section 19(3) Housing and Regeneration Act 2008 or a voluntary grant scheme pursuant to Section 21 Housing Act 1996 or any replacement of said schemes; or
- 2.12.3 any person or body deriving title through or from any other parties mentioned in this paragraph 2.12.
- 2.13 Any Chargee of a Registered Provider shall prior to seeking to dispose of any Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge shall first give written notice to the District Council of its intention to dispose.
- 2.14 If notice is given pursuant to paragraph 2.12 of this Schedule the following provisions shall apply:
- 2.14.1 such Chargee shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the District 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
- 2.14.2 If such disposal has not been completed within the three month period referred to in clause 2.14.1 above, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the restrictions set out in this deed regarding the provision of Affordable Housing on the Site restrictions in this Deed which provisions shall determine absolutely

PROVIDED that at all times the rights and obligations in this paragraph 2.14 shall not require the Chargee to act contrary to its duties under its mortgage or charge and the District Council must give consideration to protecting the interests of the Chargee of a Registered Provider in respect of monies, interest and costs outstanding under its mortgage or charge.

- 2.15 In the event that the Registered Provider (within two (2) months' of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units to enable the Owners to transfer the Affordable Housing Units to the Registered Provider pursuant to paragraph 2.11 of this part of this Schedule the Owners shall:
- 2.15.1 notify the Council three (3) months' prior to the Practical Completion of the Affordable Housing Units;

2.15.2 set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 2.10 of this part of this Schedule;

2.15.3 submit any other information reasonably requested by the Council to satisfy why the Owners have not been able to enter into a transfer with the Registered Provider pursuant to paragraph 2.10 of this part of this Schedule; and

2.15.4 offer the Affordable Housing Units to the District Council to be purchased by the District Council as Affordable Housing.

2.16 In the event the District Council make an acceptable offer to the Owners (within two (2) months' of written invitation) for the Affordable Housing Units then the Owners shall not Occupy or permit Occupation of more than thirty (30) of the Market Housing Units until the Owners has provided the District Council with a freehold transfer document unconditionally released for completion.

2.17 In the event the District Council does not make an acceptable offer to the Owners (within two (2) months' of written invitation) to purchase all of the Affordable Housing Units or the District Council indicates that they do not want to purchase the Affordable Housing Units the District Council shall serve on the Owners written confirmation that the Owners shall be permitted to sell the Affordable Housing Units on the open market (such written confirmation not to be unreasonably withheld or delayed) and shall pay the Affordable Housing Commuted Sum to the District Council within two (2) months of receipt of that written confirmation (such sum to be calculated in accordance with the District Council's policies as are applicable at the time of calculation) in lieu of the provision of Affordable Housing on the Site and the Owners shall not Occupy more than 85% of the Market Housing Units until the Owners have paid the Affordable Housing Commuted sum to the District Council.

2.18 Upon the payment of the Affordable Housing Commuted Sum as set out in paragraph 2.17 above to the District Council the provisions of this paragraph 2 of part 2 of this Schedule shall no longer be applicable in respect of the Affordable Housing Units and the Owners shall be free to dispose of said Affordable Housing Dwellings as Market Housing Units.

**Part 4**  
**Sports Facilities**

- 4.1 The Owners covenant with the District Council that prior to Commencement of Development it shall submit the Sports Facilities Specification to the District Council for approval.
- 4.2 The Owners covenant not to Commence the Development unless and until the Sports Facilities Specification has been provided and approved by the District Council in writing such approval not to be unreasonably withheld or delayed.
- 4.3 If the District Council fails within twenty (20) Working Days' of submission of the Sports Facilities Specification to notify the Owners of its approval of the Sports Facilities Specification the Owners shall be entitled to assume deemed approval of the Sports Facilities Specification.
- 4.4 The Owners hereby covenant with the District Council not to permit Commencement of Phase 2 of the Development until the Sports Facilities have been provided in accordance with the Planning Permission.
- 4.5 The Owners further covenant with the District Council at their own cost to maintain and manage the Sports Facilities strictly in accordance with the Planning Permission until the date of the Sports Facilities Lease described in paragraphs 4.6 to 4.8 of this Part 4 of this Third Schedule has been completed and for the avoidance of doubt the Sports Facilities can be leased in full to the Nominated Body or if the Parties (acting reasonably) so agree in part to different Nominated Bodies
- 4.6 The Owners covenant that following the District Council's written confirmation that the Sports Facilities have been built and laid out in accordance with the Sports Facilities Specification and the Planning Permission to lease the whole or part thereof of the Sports Facilities as agreed in writing by the District Council to the appropriate Nominated Body and (such lease for the avoidance of doubt to include inter alia a covenant that the Sports Facilities shall thereafter be retained and maintained in accordance with the Sports Facilities Specification and the Planning Permission for the benefit of the general public.
- 4.7 The Owners shall lease the Sports Facilities to the Nominated Body or Nominated Bodies prior to Commencement of Phase 2 of the Development under the Sports Facilities Lease.
- 4.8 The Sports Facilities are to be leased to the Nominated Body or Nominated Bodies at an initial annual rent of £757 prior to Commencement of Phase 2 of the Development under the Sports Facilities Lease.

**Part 5**  
**Phasing**

- 5.1. The Owners shall complete the Development strictly in accordance with the Development Programme and Phasing Plan submitted to the District Council as part of the Application unless otherwise agreed in writing by the District Council (such agreement not to be unreasonably withheld or delayed).

## **SCHEDULE 4**

### **THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL**

#### **Part 1**

##### **Notices**

- 1.1 The Owners shall serve the County Council with:
  - 1.1.1 the Notice of Expected Commencement not less than seven (7) Working Days' before the date that the Owners expect Commencement of the Development to occur; and
  - 1.1.2 within twenty-one (21) Working Days' of Commencement of Development having occurred, the Notice of Actual Commencement in order to confirm that Commencement has occurred.
- 1.2 The Owners shall within twenty-one (21) Working Days' give written notice to the County Council following the Completion Date.

#### **Part 2**

##### **School Transport Contribution**

- 2.1 The Owners covenant to pay the School Transport Contribution to the County Council prior to the Commencement of Development.
- 2.2 The Owners covenant not to Commence Development until the School Transport Contribution has been paid to the County Council.

**SCHEDULE 5**  
**DISTRICT COUNCIL'S COVENANTS**

1. The District Council will grant the Planning Permission as soon as reasonably practicable after the completion of this Deed.
2. At the written request of the Owners at any time after the Developer has complied with or discharged any of the obligations in favour of the District Council under this Deed the District Council shall as soon as reasonably practicable after receipt of such request issue written confirmation of such compliance or discharge.
3. Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith on the written request of the Owners mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
4. The District Council shall not unreasonably withhold approval or nomination of the RP in accordance with Part 1 of Schedule 3.
5. The District Council shall not unreasonably delay the entry into an Affordable Housing Nomination Agreement with the RP in accordance with part 1 of schedule 3.

## SCHEDULE 6

### COUNTY COUNCIL'S COVENANTS

#### 1. SCHOOL TRANSPORT CONTRIBUTION

- 1.1 The County Council shall if requested to do so in writing after the expiry of ten (10) years from the Completion Date within a further period of one (1) year to pay to any person such amount of the School Transport Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounded annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.2 When the School Transport Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Developer after the expiry of ten (10) years from the Completion Date within a further period of one (1) year notify the Owners that such monies have been spent or committed: such notice to include full details of what the said monies were spent on or committed to.

## SCHEDULE 7

### DRAFT AFFORDABLE HOUSING NOMINATIONS AGREEMENT

**THIS DEED OF NOMINATION RIGHTS** is made the                      day of                      2022  
**BETWEEN:**

- (1)     XXXXXXXX whose registered address is XXXXXXXXXXXXXXXX                      ('the RP') and
- (2)     **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 1 Russell Road Ipswich Suffolk, IP1 2BX ('the Council')

#### 1. Definitions

In this Deed:

- 1.1     'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework dated March 2012 and revised on 19 February 2019 as may be varied from time to time or supplemental guidance policy or by law issued thereof.
- 1.2     'Affordable Housing Unit' means the 4 (**four**) dwellings all of which shall be Affordable Housing to be provided on the Property of which 3 (**three**) Dwellings shall be an Affordable Rent Dwellings and 1 (**one**) shall be a Shared Ownership Dwelling (unless otherwise agreed by the Council as part of the Affordable Housing Scheme) which shall be let at an Affordable Rent and shall be occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the Council is a party or otherwise nominated by the Council pursuant to this Deed as varied from time to time and Affordable Housing Units shall be construed accordingly.
- 1.3     'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable



- 1.4 'Affordable Rent Dwelling' means an Affordable Housing Unit made available by a RP as low-cost rent accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent (inclusive of any service charges applicable) for a dwelling of comparable size in the same location.
- 1.5 'Chargee' means any mortgagee or chargee of the RP who is in possession or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.
- 1.6 'Chargee's Duties' means the tasks and duties set out in Clause 12.4 of this deed.
- 1.7 'Choice Based Lettings Scheme' means an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Lettings Scheme relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the Council is a party.
- 1.8 'Dwelling' means a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.
- 1.9 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings Scheme (or any replacement or similar system in place at the time).
- 1.10 'Homes England' means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating RPs.
- 1.11 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Affordable Rent dwelling.
- 1.12 'Initial Purchase' means the first purchase of such newly constructed and previously unoccupied Shared Ownership Dwelling.

1.13 'Local Connection Criteria' means an individual who immediately before taking up occupation of an Affordable Housing Unit

1.13.1 had his only or principal home in the district of Mid Suffolk for a continuous period of not less than two (2) years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.13.2 to 1.13.4 inclusive.

1.13.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two (2) years in the district of Mid Suffolk and wishes to be near that relative or

1.13.3 is employed in the district of Mid Suffolk on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for two (2) years

1.13.4 who during the period commencing from the date on which an Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the Council of his or her former residency in the district of Mid Suffolk for either (i) six (6) months out of the preceding twelve (12) months or (ii) three (3) years out of the preceding five years and in either case such period of former residency shall end with the Availability Date

1.14 'Mutual Exchange' means the procedure by which a tenant may exchange their house with another council or housing association tenant

1.15 'Nomination List' means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA

1.16 'Nominee' means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection Criteria and is verified by the RP as best meeting the criteria for the category of Affordable Rent Dwelling in respect of which the RP is to select a person from the Nomination List and offer a Tenancy Agreement

- 1.17 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the RP the issue of a certificate of practical completion by that other party's surveyor
- 1.18 'Property' means the land south of The Street, Stonham Aspal shown edged red on the plan annexed
- 1.19 'Protected Tenant' means any Nominee who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- 1.20 'Registered Provider' and 'RP' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by Homes England under Chapter III of that Act and for the avoidance of doubt this could include the Council.
- 1.21 'Shared Ownership Dwelling' means an Affordable Housing Unit to be let on a Shared Ownership Lease in accordance with the terms as set out in Homes England's capital funding guide or any other such guidance as shall replace it
- 1.22 'Shared Ownership Lease' means a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:
- (a) not more than 70% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider;
  - (b) power to the purchaser to increase their ownership up to 100% if they so wish;
  - (c) an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England.
- 1.23 'Service Level Agreement' or 'SLA' means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the RP (1) and the Council (2)

- 1.24 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Dwelling as set out in the Shared Ownership Lease for that Affordable Housing Unit and as detailed in the Capital Funding Guide published by Homes England.
- 1.25 'Tenancy Agreement' means an assured tenancy agreement in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the RP from time to time for its general lettings
- 1.26 'Vacancy Notice' means a written notice (in a form to be agreed between the RP and given by the RP to the Council within five (5) weeks from the date of this Deed) the function of such notice being the notification to the Council by the RP of the expected date on which the construction and fitting out of the Affordable Rented Dwellings will be complete
- 1.27 'Void' means an Affordable Rent Dwelling which is vacant otherwise than as a result of the tenant having:
- 1.27.1 moved to other accommodation either by transfer or decant provided by the RP
  - 1.27.2 moved to other accommodation under a reciprocal arrangement provided by another RP
  - 1.27.3 vacated and moved to other accommodation as a consequence of the tenant having accepted a mutual exchange which provides such tenant with accommodation elsewhere
- 1.28 'Void Notice' means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five (5) weeks from the date of this Deed) the function of such a notice being the notification to the Council of a void in respect of an Affordable Rent Dwelling

## **2 Enabling Provisions**

This Deed is made pursuant to the Local Government Act 1972 Section 111, Section 1 of the Localism Act 2011 as amended and all other enabling powers

## **3 Procedure**

The parties agree that the SLA procedure to which they are signatories and the Local Connection Criteria shall apply to the nomination of persons in respect of the Affordable Housing Units

**4 Initial Lets/Initial Sales**

In relation to the Initial Let and Initial Sale of an Affordable Housing Units the following provisions shall apply:

4.1.1 The RP shall give the Council not less than four (4) months' written notice of the date when all the Affordable Housing Units will be ready for occupation

4.1.2 The RP shall serve a Vacancy Notice upon the Council in respect of an Affordable Rent Dwelling not earlier than ten (10) weeks prior to an Affordable Rent Dwelling becoming available for occupation

**5 Voids**

Should any Affordable Rent Dwelling become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then the Gateway to Homechoice SLA procedure shall apply in each case

**6 Supplemental provisions relating to allocating Initial Lets and Voids**

6.1 Where there are two or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.13 of this Deed and thereafter subject to clause 6.2 of this Deed, preference must be given to the applicant/s who have the highest housing need according to the Council's current allocations policy

6.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities or in need of level access then any such dwelling may be first offered to a person or persons with disabilities or level access needs who require such accommodation even where such person(s) have a lesser local connection under clause 1.13 of this deed than someone who does not have disabilities or level access need

**7 RP covenants**

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies

7.1 To ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

7.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent or as low-cost home ownership and they are all retained and managed by a RP in accordance with the objectives of such RP

7.3 To construct the Affordable Housing Units in accordance with Homes England's requirements

**8. Alteration of lists**

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

**9. Notices**

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

**10. Transfer to other RP**

The RP shall use reasonable endeavours to ensure that any RP to which the Property and Affordable Housing Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar deed mutatis mutandis with the Council and Gateway to Homechoice simultaneously on completing the transfer of the Property

**11 Disputes**

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

**12 Agreements and declarations**

The parties agree:

- 12.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 12.2 The obligations and covenants contained in this Deed are covenants for the purposes of the Local Government (Miscellaneous Provisions) Act 1982 Section 33
- 12.3 From the date of Practical Completion the Affordable Housing Units shall be let in accordance with the terms of this Deed save that the obligations and restrictions contained in this Deed shall not be binding on:
  - 12.3.1 any Protected Tenant or any mortgagee or Chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title to either of them and their respective mortgagees and Chargees; or
  - 12.3.2 any chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duties; or
  - 12.3.3 any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any successor in title to either of them.

- 12.4 The Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than two (2) months' prior notice to the Council of its intention to dispose and:
- 12.4.1 in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee
- 12.4.2 If the Council does not serve its response to the notice within the said period of one (1) month contained in clause 12.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed.
- 12.4.3 If the Council or any other person cannot within two (2) months of the date of service of its response under clause 12.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 12.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

### **13. Mutual Exchanges**

The requirements of this Deed shall apply to all requests for Mutual Exchanges

### **14. Shared Ownership Dwellings - Capital Receipts from Staircasing**

Capital receipts received by the RP for shares sold between 81% and 100% must be recycled and reinvested in new Affordable Housing within the District of Mid Suffolk/Babergh.

AS WITNESS whereof the parties have executed this instrument as a Deed hereto the day and year first above written



Signatories:

District Council

Registered Provider

**SCHEDULE 8**

**SPORTS FACILITIES LEASE**

**Dated 2022**

**DAVID JOHN TYDEMAN and**

**CHARLES ALEC TYDEMAN**

**(trading as AC Tydeman & Sons)**

**(1)**

**and**

**CHRISTOPHER JOHN BUCKLE and**

**RODNEY JOHN GARRARD**

**(being the trustees for the time being of THE STONHAM ASPAL  
FOOTBALL CLUB)**

**(2)**

---

**Lease**

**Relating To**

**LAND LYING TO THE SOUTH OF THE STREET, STONHAM ASPAL, STOWMARKET**

---

**BARKER GOTELEE**

**• S O L I C I T O R S •**

**41 Barrack Square**

**Martlesham Heath**

**Ipswich**

**Suffolk**

**IP5 3RF**

**Ref: JAN/0090629-002/ FEE**

## TABLE OF CONTENTS

1.	Interpretation	4
2.	General	13
3.	Rights Covered	13
4.	Payment of Annual Rent	13
5.	Payment Method	14
6.	No Set-off	14
7.	Interest	14
8.	Rates and Taxes	14
9.	Utilities	15
10.	Common Items	15
11.	Costs	15
12.	Prohibition of Dealings	16
13.	Assignments	18
14.	Notification and Registration of Dealings	19
15.	Repair	20
16.	Decoration	20
17.	Alterations	21
18.	Signs	21
19.	Returning the Property to the Landlord	21
20.	Use	22
21.	Regulations	23
22.	Exercise of the Rights	23
23.	Allow Entry	24
24.	Compliance With Laws	24
25.	Energy Performance Certificates	26
26.	Third Party Rights	26
27.	Registration of this Lease	27
28.	Closure of Registered Title	27
29.	Encroachments and Preservation of Rights	28
30.	Indemnity	28
31.	Landlord's Covenants	29
32.	Quiet Enjoyment	29
33.	Exercise of Right of Entry	29
34.	Re-entry and Forfeiture	29
35.	Section 62 of the LPA 1925, Implied Rights and Existing Appurtenant Rights	30
36.	Compensation on Vacating	30
37.	No Restriction on Landlord's Use	30
38.	Limitation of Liability	30
39.	Breach of Repair and Maintenance Obligation	31
40.	Notices	31
41.	Consents and Approvals	32
42.	Expert Determination	32
43.	VAT	34
44.	Joint and Several Liability	34
45.	Entire Agreement	34
46.	Contracts (Rights of Third Parties) Act 1999	35
47.	Governing Law	35
48.	Jurisdiction	35
	SCHEDULE 1 Property	36
	SCHEDULE 2 Rights	37
	SCHEDULE 3 Reservations	38
	SCHEDULE 4 Third Party Rights	40
	SCHEDULE 5 Rent review	41
	SCHEDULE 6 Guarantee and Indemnity	2
	APPENDIX A Plan	52

**LR1. Date of lease**

**LR2. Title numbers**

**LR2.1 Landlord's title number**

SK75780

**LR2.2 Other title numbers**

SK189646

**LR3. Parties to this lease**

**Landlord**

DAVID JOHN TYDEMAN of Hall's Garden House, Stowmarket Road, Stonham Aspall, Stowmarket, Suffolk IP14 6AD; and

CHARLES ALEC TYDEMAN of Sparrow Hall, Crowfield Road, Stonham Aspall, Stowmarket, Suffolk IP14 6AW;

(trading as AC TYDEMAN & SONS)

**Tenant**

CHRISTOPHER JOHN BUCKLE of 3 Thirlemere Drive, Stowmarket, Suffolk; and

RODNEY JOHN GARARD of 19 Meadowvale Close, Ipswich, Suffolk

(being the trustees for the time being of THE STONHAM ASPAL FOOTBALL CLUB)

**Other parties**

None

**LR4. Property**

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 and Schedule 1 of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Property or the Landlord's Neighbouring Property.

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None.

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term specified in the definition of "Contractual Term" in clause 1.1 of this lease.

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

Within the protection of the 1954 Act.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements set out in paragraph 1 of Schedule 2 to this lease are granted by this lease for the benefit of the Property.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements set out in paragraph 1 of Schedule 3 to this lease are granted or reserved over the Property for the benefit of other property.

**LR12. Landlord's Neighbouring Property rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

The Tenant is more than one person. They are to hold the Property on trust for the Stonham Aspal Football Club.

**THIS LEASE** is dated

**BETWEEN**

1) DAVID JOHN TYDEMAN of Broughton Hall, Stowmarket Road, Stonham Aspal, Stowmarket, Suffolk IP14 6AD; and

CHARLES ALEC TYDEMAN of Sparrow Hall, Crowfield Road, Stonham Aspal, Stowmarket, Suffolk IP14 6AW;

(trading as AC TYDEMAN & SONS) (the **Landlord**), and

2) CHRISTOPHER JOHN BUCKLE of 3 Thirlemere Drive, Stowmarket, Suffolk; and

RODNEY JOHN GARARD of 19 Meadowvale Close, Ipswich, Suffolk

(being the trustees for the time being of THE STONHAM ASPAL FOOTBALL CLUB)

(the **Tenant**).

**BACKGROUND**

(A) The Landlord is the freehold owner of the Property.

(B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

**IT IS HEREBY AGREED**

**1. Interpretation**

The following definitions and rules of interpretation apply in this lease.

**1.1 Definitions:**

**Annual Rent:** rent at an initial rate of £757 per annum and then as revised under Schedule 5 and any interim rent determined under the LTA 1954.

**Authorised Person:** any:

(a) undertenant or person deriving title under the Tenant;

(b) workers, contractors or agents of the Tenant or of any

		person referred to in paragraph (a) of this definition; or
	(c)	person at the Property or the Landlord's Neighbouring Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.
<b>Base RPI Month</b>		March 2021.
<b>Base Rent</b>		the Annual Rent at the commencement of this lease.
<b>Car Park:</b>		the car park within the Property shown edged green on the Plan
<b>CDM Regulations:</b>		the Construction (Design and Management) Regulations 2015 (SI 2015/51).
<b>Contractual Term:</b>		a term of twenty five (25) years from and including 13 May 2021 to and including 12 May 2046.
<b>Default Interest Rate:</b>		4% per annum above the Interest Rate.
<b>Expert:</b>		an independent surveyor: <ul style="list-style-type: none"> <li>(a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;</li> <li>(b) with [at least 10 years' post-qualification experience including] relevant experience in the subject matter of the dispute; and</li> <li>(c) appointed in accordance with clause 43.</li> </ul>
<b>Insolvency Event:</b>		subject to clause 1.16, any one or more of the following: <ul style="list-style-type: none"> <li>(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;</li> <li>(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;</li> </ul>



- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;
- (j) [the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor]
- (k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

**Insured Risks:**

(except to the extent any of the following are Uninsured Risks)

fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, [terrorism] subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

**Interest Rate:** the base rate from time to time of BARCLAYS BANK PLC or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

**Landlord's Neighbouring Property:** the freehold property on the east side of 4-5 Wingfield Meads, The Street, Stonham Aspal, Stowmarket, IP14 6DG registered under title number SK75780 (excluding the Property) and SK13100

**LPA 1925:** Law of Property Act 1925.

**LTA 1927:** Landlord and Tenant Act 1927.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Permitted Use:** use as a football playing field and associated clubhouse within Use Class F2 of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted) together with wider community use and events.

**President:** the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

**Previous Lease:** a lease of the Property dated 5<sup>th</sup> August 1993 made between (1) the Landlord and (2) Eric John Cousins, Christopher John Buckle and Rodney John Garard including any deed, licence, consent, approval or other instrument supplemental or collateral to it.

<b>Property:</b>	the property described in Schedule 1.
<b>Plan:</b>	the plan annexed to this lease at Appendix A.
<b>Rates and Taxes:</b>	<p>all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:</p> <p>(a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease;</p> <p>(b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.</p>
<b>Recommendation Report:</b>	a report as defined in regulation 4 of the EPC Regulations.
<b>Reinstatement Cost:</b>	the full cost of reinstatement taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work that may be required by law and any VAT on all such costs, fees and expenses.
<b>Rents:</b>	the rents set out in clause 2.2.
<b>Rent Commencement Date:</b>	the date of this lease.
<b>Rent Payment Date:</b>	1 September each year
<b>Reservations:</b>	the rights excepted and reserved in paragraph 1 of Schedule 3.
<b>Review Date:</b>	13 May 2026 and every fifth anniversary of that date.
<b>Rights:</b>	the rights granted in paragraph 1 of Schedule 2.

<b>RPI</b>	the Retail Prices Index or any official index replacing it.
<b>Service Media:</b>	all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
<b>Shortfall Payment Date</b>	the date that the revised Annual Rent is agreed or determined.
<b>Signs:</b>	signs, fascia, placards, boards, posters and advertisements.
<b>Term:</b>	the Contractual Term and any statutory continuation of this lease.
<b>Termination Date:</b>	the date on which the Term ends (however it ends).
<b>Third Party Rights:</b>	the matters set out in Schedule 4.
<b>Transaction:</b>	is: <ul style="list-style-type: none"> <li>(a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;</li> <li>(b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or</li> <li>(c) the making of any other arrangement for the occupation of the Property.</li> </ul>
<b>Utilities:</b>	electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.
<b>Utility Costs:</b>	all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
<b>VAT:</b>	value added tax or any equivalent tax chargeable in the UK.
<b>Written Replies:</b>	are any written replies that Barker Gotelee has given before the date of this lease to any written enquiries raised by (DETAILS OF

ORIGINAL TENANT'S LEGAL ADVISER]

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
- 1.6.1 the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
  - 1.6.2 the **Tenant** includes a reference to its successors in title and assigns;
  - 1.6.3 a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:

1.12.1 the consent of the Landlord are to the consent of the Landlord given in accordance with clause 42.1;

1.12.2 the approval of the Landlord are to the approval of the Landlord given in accordance with clause 42.3; and

any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.

1.13 Unless the context otherwise requires, references to the **Landlord's Neighbouring Property** and the **Property** are to the whole and any part of them or it.

1.14 For the purposes of each of the following:

1.14.1 the easements set out in paragraph 1 of Schedule 2 that burden the Landlord's Neighbouring Property (excluding the Property);

1.14.2 the easements set out in paragraph 1 of Schedule 3 that benefit the Landlord's Neighbouring Property (excluding the Property);

1.14.3 the registration of the easements referred to in clause 1.14.1 and clause 1.14.2 at HM Land Registry;

1.14.4 LR4; and

1.14.5 Clause 36.2;

the Landlord's Neighbouring Property shall only include the land and buildings specified at paragraph (a) of the definition of the Landlord's Neighbouring Property and no other land or buildings.

1.15 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.16 For the purposes of the definition of **Insolvency Event**:



- 1.16.1 where any of the paragraphs in that definition apply in relation to:
- 1.16.1.1 a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
  - 1.16.1.2 a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
- 1.16.2 **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.17 A reference to **writing** or **written** excludes fax and email.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.19 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.21 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.22 For the purposes of the definition of **Written Replies**, **written replies** and **written enquiries** include any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the standard form enquiries and include enquiries or replies so requested or given by email.
- 1.23 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

## **2 Grant**

2.1 The Landlord lets the Property to the Tenant:

2.1.1 for the Contractual Term;

2.1.2 with full title guarantee;

2.1.3 together with the Rights;

2.1.4 excepting and reserving the Reservations; and

2.1.5 subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

2.2.1 the Annual Rent;

2.2.2 all interest payable under this lease; and

2.2.3 all other sums payable under this lease; and

2.2.4 all VAT chargeable on the other rents set out in this clause 2.2.

## **3 Tenant Covenants**

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

## **4 Payment of Annual Rent**

4.1 The Tenant must pay the Annual Rent by annually in advance on or before the Rent Payment Date except that:

4.1.1 the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and

4.1.2 that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.



**5. Payment Method**

5.1 The Tenant must pay the Annual Rent and all other sums payable under this lease by:

5.1.1 electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

5.1.2 any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

**6. No Set-off**

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**7. Interest**

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

**8. Rates and Taxes**

8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

8.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

## 9. Utilities

9.1 The Tenant must pay all Utility Costs.

9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

## 10. Common Items

Except to the extent that such costs are included with the Service Costs, the Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Landlord's Neighbouring Property but used or capable of being used by the Landlord's Neighbouring Property in common with other land.

## 11. Costs

11.1 The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the Termination Date) in connection with, or in contemplation of, any of the following:

11.1.1 the enforcement of the tenant covenants of this lease;

11.1.2 serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);

11.1.3 serving any notice in connection with this lease under section 17 of the LTCA 1995;

11.1.4 the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is six months from and including the Termination Date; or

11.1.5 any consent or approval applied for under:

- 11.1.5.1 this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord)

## **12. Insurance**

12.1 To effect and maintain insurance of the Property (with reputable insurers) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the full Reinstatement Cost subject to:

12.1.1 any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and

12.1.2 insurance being available on reasonable terms in the London insurance market.

12.2 In relation to any insurance effected by the Tenant under this paragraph:

12.2.1 at the request of the Landlord, to supply the Landlord with:

12.2.1.1 a copy of the current insurance policy and schedule;

12.2.1.2 a copy of the application form for the policy; and

12.2.1.3 a copy of the receipt for the current year's premium.

12.2.2 to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;

12.2.3 if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.

12.2.4 To inform the Landlord and inform the insurer of the Property immediately that it becomes aware of:

12.2.4.1 any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;

12.2.4.2 any damage or loss that relates to the Property; and

12.2.4.3 any other event occurs which might affect any insurance policy relating to the Property.

12.2.5 If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:

12.2.5.1 promptly notify the Landlord and make a claim under the insurance policy for the Property;

12.2.5.2 notify the Landlord immediately if the insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy;

12.2.5.3 promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property;

12.2.6 The Tenant shall:

12.2.6.1 use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Tenant's own monies.

12.2.6.2 reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property provided always that:

12.2.6.2.1 the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed; and

12.2.6.2.2 the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

### 13. Prohibition of Dealings

13.1 Except as expressly permitted by clause 14, the Tenant must not:

13.1.1 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or

- 13.1.2 assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- 13.1.3 hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

#### **14. Assignments**

- 14.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).
- 14.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:
  - 14.2.1 a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
    - 14.2.1.1 is in respect of all the tenant covenants of this lease;
    - 14.2.1.2 is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
    - 14.2.1.3 imposes principal debtor liability on the assignor;
    - 14.2.1.4 requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
    - 14.2.1.5 is otherwise in a form reasonably required by the Landlord;
  - 14.2.2 a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement; or
  - 14.2.3 a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this

lease in the form set out in Schedule 6 (but with such amendments and additions as the Landlord may reasonably require); or

14.2.4 a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of six months' Annual Rent (as at the date of assignment) plus a sum equivalent to VAT on that Annual Rent.

14.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

14.3.1 the Annual Rent or any other sum due under this lease ((where that other sum is not the subject of a genuine dispute with the Landlord)) is outstanding;

14.3.2 there is a material breach of covenant by the Tenant that has not been remedied; or

14.3.3 in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.

14.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

## 15. Notification and Registration of Dealings

15.1 Within one month of any Transaction, the Tenant must:

15.1.1 give the Landlord notice of the Transaction;

15.1.2 deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord (including a certified copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and

15.1.3 pay the Landlord a registration fee of £50 (plus VAT).

15.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must



- 15.2.1 promptly following completion of the Transaction apply to register it (or procure that the relevant person applies to register it);
  - 15.2.2 (or must procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and
  - 15.2.3 within one month of completion of the registration, send the Landlord official copies of its title (and where applicable of the undertenant's title).
- 15.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

## **16. Repair**

16.1 The Tenant must:

- 16.1.1 keep the Property, in good and substantial repair and condition which shall include having regard to the nature and condition of the Property at the date on which the Previous Lease was granted;
- 16.1.2 ensure that any Service Media forming part of the Property is kept in good working order;
- 16.1.3 keep in proper repair and condition the hedges, ditches, fences and gates in or around the Property;
- 16.1.4 keep the grass in good health and condition and not break or damage the grass;
- 16.1.5 keep the Property clean and tidy and free from deposits of waste rubbish or rubbish; and
- 16.1.6 The Tenant must replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broke.

## **17. Decoration**

17.1 Where appropriate, the Tenant must:

- 17.1.1 decorate the Property as often as is reasonably necessary and also in the last three months before the Termination Date;

17.1.2 carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and

17.1.3 carry out the decoration required in the last three months before the Termination Date to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

## **18. Alterations**

18.1 The Tenant must not make any:

18.1.1 alteration or addition to the Property; or

18.1.2 opening in any boundary of the Property.

## **19. Signs**

19.1 The Tenant must not:

19.1.1 display any Signs inside the Property that are visible from the outside; or

19.1.2 attach any Signs to the exterior of the Property;

except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed), Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

19.2 The Tenant must allow the Landlord to fix to and keep at the Property:

19.2.1 during the six month period before the Termination Date, any re-letting board as the Landlord reasonably requires except where there is a genuine prospect of the Tenant renewing this lease and the Tenant is genuinely and actively pursuing that renewal; and

19.2.2 at any time during the Term, any sale board as the Landlord reasonably requires.

## **20. Returning the Property to the Landlord**

20.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

20.2 Subject to clause 20.3, the Tenant must by the Termination Date:



20.2.1 remove:

20.2.1.1 any tenant's fixtures from the Property;

20.2.1.2 (if required by the Landlord by notice at least three months before the end of the Term) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease and any Previous Lease Alterations; and

20.2.1.3 any Signs erected by the Tenant on the Landlord's Neighbouring Property; and

20.3 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

20.4 The Tenant:

20.4.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Landlord's Neighbouring Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

20.4.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

## **21. Use**

21.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

21.2 The Tenant must not:

21.2.1 use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or the tenants or occupiers of the Landlord's Neighbouring Property;

21.2.2 use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;

21.2.3 hold any auction at the Property;

- 21.2.4 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any tenants or occupiers of the Landlord's Neighbouring Property;
- 21.2.5 must not cut down or damage any trees at the Property;
- 21.2.6 overload or block any Service Media at or serving the Property;
- 21.2.7 store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- 21.2.8 (except as permitted by the Rights) interfere with any Service Media at the Landlord's Neighbouring Property;
- 21.2.9 allow any person to sleep at or reside on the Property.

## **22. Regulations**

- 22.1 The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the Property and the Landlord's Neighbouring Property provided that:
  - 22.1.1 such regulations do not materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights; and
  - 22.1.2 if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail.

## **23. Exercise of the Rights**

- 23.1 The Tenant must exercise the Rights:
  - 23.1.1 only in connection with the Tenant's use of the Property for the Permitted Use;
  - 23.1.2 in accordance with any regulations made by the Landlord under clause 22; and
  - 23.1.3 in compliance with all laws relating to the Tenant's use of the Property and the Landlord's Neighbouring Property pursuant to the Rights.

**24. Allow Entry**

24.1 Subject to clause 24.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

24.1.1 except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;

24.1.2 at any reasonable time (whether or not during usual business hours); and

24.1.3 with their workers, contractors, agents and professional advisers.

24.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

**25. Compliance With Laws**

25.1 The Tenant must comply with all laws relating to:

25.1.1 the Property and the occupation and use of the Property by the Tenant;

25.1.2 the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;

25.1.3 any works carried out at the Property; and

25.1.4 all materials kept at or disposed of from the Property.

25.2 Within five working days of receipt of any notice or other communication affecting the Property, or the Landlord's Neighbouring Property (and whether or not served pursuant to any law) the Tenant must:

25.2.1 send a copy of the relevant document to the Landlord; and

25.2.2 to the extent that it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

25.3 The Tenant must not:

25.3.1 apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this lease); or

- 25.3.2 implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 25.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 25.5 The Tenant must:
- 25.5.1 comply with its obligations under the CDM Regulations
- 25.5.2 maintain the health and safety file for the Property in accordance with the CDM Regulations;
- 25.5.3 give that health and safety file to the Landlord at the Termination Date;
- 25.5.4 procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property or the Landlord's Neighbouring Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
- 25.5.5 supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 25.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 25.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 25.8 The Tenant must keep:
- 25.8.1 the Property as appropriate equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and

25.8.2 that machinery, equipment and alarms properly maintained and available for inspection.

## **26. Energy Performance Certificates**

26.1 The Tenant must:

26.1.1 co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the club house and any other relevant buildings at the Property if needed and

26.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

26.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

26.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

26.3.1 commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or

26.3.2 pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

26.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

## **27. Third Party Rights**

27.1 The Tenant must:

27.1.1 comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and

27.1.2 not do anything that may interfere with any Third Party Right.

27.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Landlord's Neighbouring Property over which the Rights are granted.

## 28. Registration of this Lease

### 28.1 The Tenant must:

28.1.1 apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;

28.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and

28.1.3 send the Landlord official copies of its title within one month of completion of the registration.

### 28.2 The Tenant must not:

28.2.1 apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;

28.2.2 object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or

28.2.3 apply for an official copy of any exempt information document version of this lease.

## 29. Closure of Registered Title

29.1 The Tenant must make an application to HM Land Registry close the registered title of this lease promptly (and in any event within one month following the Termination Date).

### 29.2 The Tenant must:

29.2.1 ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 29.1 are responded to promptly and properly; and

29.2.2 keep the Landlord informed of the progress and completion of that application.

**30. Encroachments and Preservation of Rights**

- 30.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 30.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
  - 30.2.1 immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
  - 30.2.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 30.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 30.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 30.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
  - 30.5.1 immediately inform the Landlord and give the Landlord notice of that action; and
  - 30.5.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

**31. Indemnity**

- 31.1 The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and the Landlord's Neighbouring Property and loss of amenity of the Property and the Landlord's Neighbouring Property) suffered or incurred by the Landlord arising out of or in connection with:
  - 31.1.1 any breach of any tenant covenants in this lease;



31.1.2 any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

31.1.3 any act or omission of the Tenant or any Authorised Person.

## **32. Landlord Covenants**

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

## **33. Quiet Enjoyment**

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

## **34. Exercise of Right of Entry**

34.1 In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

34.1.1 except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;

34.1.2 where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

34.1.3 cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

34.1.4 cause as little inconvenience as reasonably possible to the Tenant; and

34.1.5 promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

## **35. Re-entry and Forfeiture**

35.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

35.1.1 the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);



35.1.2 any breach of any condition of, or tenant covenant in, this lease;

35.1.3 an Insolvency Event; or

35.1.4 the Tenant ceases to be a football club.

35.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

**36. Section 62 of the LPA 1925, Implied Rights and Existing Appurtenant Rights**

36.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

36.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Property or the Landlord's Neighbouring Property.

**37. Compensation on Vacating**

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

**38. No Restriction on Landlord's Use**

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property.

**39. Limitation of Liability**

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

**40. Breach of Repair and Maintenance Obligation**

40.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of repair of the Property.

40.2 Following the service of a notice pursuant to clause 40.1, the Landlord may enter the Property and carry out the required works if the Tenant:

40.2.1 has not begun any works required to remedy any breach specified in the notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

40.2.2 is not carrying out the required works with all due speed.

40.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 40.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

40.4 Any action taken by the Landlord pursuant to this clause 40 shall be without prejudice to the Landlord's other rights.

**41. Notices**

41.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

41.1.1 by hand at the party's last known place of abode or business in the United Kingdom; or

41.1.2 by pre-paid first-class post or other next working day delivery service at the party's last known place of abode or business in the United Kingdom.

41.2 If a notice complies with the criteria in clause 41.1, whether or not this lease requires that notice be in writing, it shall be deemed to have been received if:

41.2.1 delivered by hand, at the time the notice is left at the proper address; or

41.2.2 sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **42. Consents and Approvals**

42.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

42.1.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

42.1.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

42.2 If a waiver is given pursuant to clause 42.1, it shall not affect the requirement for a deed for any other consent.

42.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

42.3.1 the approval is being given in a case of emergency; or

42.3.2 this lease expressly states that the approval need not be in writing.

42.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

42.4.1 imply that any consent or approval required from a third party has been obtained; or

42.4.2 obviate the need to obtain any consent or approval from a third party.

## **43. Expert Determination**

43.1 This clause 43 applies in relation to any matter that is to be referred to an Expert for determination pursuant to this lease.

43.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

43.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 20 working days of either party serving details of a suggested Expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

- 43.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.
- 43.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- 43.5.1 either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 43.5.2 this clause 43 shall apply to the new Expert as if they were the first Expert appointed.
- 43.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 43.7 To the extent not provided for by this clause 43, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.
- 43.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 43.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 43.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 43.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:
- 43.11.1 the other party may pay instead; and
- 43.11.2 the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment.

43.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

#### **44. VAT**

44.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

44.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

44.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

44.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

#### **45. Joint and Several Liability**

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgences to, any one of those persons without affecting the liability of any other of them.

#### **46. Entire Agreement**

46.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

46.2 Each party acknowledges that in entering into this lease and any documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or

warranty (whether made innocently or negligently) other than those contained in any Written Replies.

46.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

46.4 Nothing in this clause shall limit or exclude any liability for fraud.

**47. Contracts (Rights of Third Parties) Act 1999**

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

**48. Governing Law**

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

**49. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

### **SCHEDULE 1 Property**

The premises known as land at Stonham Aspal, Suffolk registered at the Land Registry as part of title number SK75780 and including the club house erected on the land and the Car Park.



## SCHEDULE 2

### Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
  - 1.1 The right to support and protection for the the Landlord's Neighbouring Property to the extent that those parts of the Landlord's Neighbouring Property provide support and protection to the Property at the date of this lease.
  - 1.2 The right to use and to connect into any Service Media within the Landlord's Neighbouring Property that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Term Provided that the Landlord may, at its discretion and at any time, re-route or replace any Service Media within the Landlord's Neighbouring Property pursuant to clause 1.3.3 of Schedule 3 and this right shall then apply in relation to the Service Media as rerouted or replaced.
  - 1.3 The right to display the logo of the Tenant (on a sign or noticeboard provided by the Landlord on the Landlord's Neighbouring Land in a form, manner and position approved by the Landlord.
  - 1.4 The right to enter so much of within the Landlord's Neighbouring Property as is reasonably necessary, to carry out any works to the Property required or permitted by the lease, subject to the Tenant making good any damage caused to the reasonable satisfaction of the Landlord.



## SCHEDULE 3

### Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Landlord's Neighbouring Property) and the following other rights:
  - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
  - 1.2 Subject to the Landlord complying with clause 34, the right to enter the Property:
    - 1.2.1 to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
    - 1.2.2 to carry out any works to any part of the Landlord's Neighbouring Property; and
    - 1.2.3 for any other purpose mentioned in or connected with:
      - 1.2.3.1 this lease;
      - 1.2.3.2 the Reservations; or
      - 1.2.3.3 the Landlord's interest in the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
  - 1.3 The right to:
    - 1.3.1 use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
    - 1.3.2 install and construct Service Media at the Property to serve any part of the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
    - 1.3.3 re-route and replace any Service Media referred to in this paragraph.
  - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.

2. The Reservations:
  - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
  - 2.2 May be exercised by:
    - 2.2.1 the Landlord;
    - 2.2.2 anyone else who is or becomes entitled to exercise them; and
    - 2.2.3 anyone authorised by the Landlord.
  - 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
  - 3.1 Physical damage to the Property.
  - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

**SCHEDULE 4**  
**Third Party Rights**

All easements and other rights, covenants and restrictions affecting the Landlord's Neighbouring Property and any land over which the Rights are granted including those set out or referred to in the register entries of title number SK75780 as at the date of this lease:

## SCHEDULE 5

### Rent review

#### 1. Review of the Annual Rent

- 1.1 In this clause, the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf (President), and the Surveyor is the independent valuer appointed pursuant to clause 1.10 (Surveyor).
- 1.2 The Annual Rent shall be reviewed on each Review Date to the indexed rent determined pursuant to this clause.
- 1.3 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All items index value of the RPI for the month two months before the month in which that Review Date falls, then dividing the product by the All items index value of the RPI for the Base RPI Month.
- 1.4 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 1.5 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Tenant shall:
- 1.5.1 continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
- 1.5.2 on the Shortfall Payment Date, pay:
- 1.5.2.1 the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been calculated by the Landlord and notified to the Tenant on or before that Review Date; and
- 1.5.2.2 interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been calculated by the Landlord and notified to the Tenant on or before that Review Date and the Shortfall Payment Date.

- 1.6 Time shall not be of the essence for the purposes of this clause.
- 1.7 Subject to clause 1.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
- 1.8 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:
- 1.8.1 the Landlord or the Tenant reasonably believes that any change referred to in clause 1.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 1, and has given notice to the other party of this belief; or
- 1.8.2 it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 1.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, the Surveyor shall determine an alternative mechanism.

- 1.9 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:
- 1.9.1 where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 1; or
- 1.9.2 where the Landlord and the Tenant fail to reach agreement under clause 1.8.

The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, their jurisdiction to determine the question, dispute or disagreement referred to them or their terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if they consider it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

1.10 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them apply to the President for the Surveyor to be appointed.

1.11 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to them shall be final and binding in the absence of manifest error or fraud.

1.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

1.13 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:

1.13.1 dies;

1.13.2 becomes unwilling or incapable of acting; or

1.13.3 unreasonably delays in making any determination.

Clause 1.10 shall then apply in relation to the appointment of a replacement.

1.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either the Landlord or the Tenant does not pay his part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

1.14.1 the other party may pay instead; and

1.14.2 the amount so paid shall be a debt of the party that should have paid it and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

**SCHEDULE 6**  
**Guarantee and indemnity**

**1. Guarantee and indemnity**

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

1.1.1 pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

1.1.2 observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:

1.2.1 to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or

1.2.2 to observe or perform any of the obligations the Tenant enters into in the AGA.

**2. Guarantor's liability**

2.1 The liability of the Guarantor under clause 1.1.1 and clause 1.2.1 of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

2.2.1 any time or indulgence granted by the Landlord to the Tenant;

2.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the Rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;

- 2.2.3 any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
  - 2.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);
  - 2.2.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;
  - 2.2.6 a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;
  - 2.2.7 any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;
  - 2.2.8 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
  - 2.2.9 without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;
  - 2.2.10 the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
  - 2.2.11 any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 2.3 Any sum payable by the Guarantor must be paid without any set-off or counter claim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

### 3. Variations and supplemental documents



- 3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:
- 3.2.1 the variation is material or prejudicial to the Guarantor;
  - 3.2.2 the variation is made in any document; or
  - 3.2.3 the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.
- 4. Guarantor to take a new lease or make payment**
- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.
- 4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:
- 4.2.1 be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
  - 4.2.2 be for a Term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
  - 4.2.3 reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5 of this Schedule))[and which is subject to review on the same terms and dates provided by this lease; and
  - 4.2.4 be excluded from sections 24 to 28 of the LTA 1954; and

- 4.2.5 otherwise be on the same terms as this lease (as varied if there has been any variation).
- 4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to [six] months' Annual Rent and the Guarantor must pay that amount on demand.
- 5. Rent at the date of forfeiture or disclaimer**
- 5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the Term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this lease, such review date to be included in the new lease.
- 5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under clause 4.2.3 of this Schedule.
- 6. Payments in gross and restrictions on the Guarantor**
- 6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in

such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.

- 6.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

## 7. Other securities

- 7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this lease.

Signed as a deed by DAVID JOHN TYDEMAN (trading as AC  
TYDEMAN & SONS)

.....

SIGNATURE OF **Lord**

in the presence of:

Signature .....

Name .....

Address .....

.....

.....

.....

Occupation .....  
(Of Witness)

Signed as a deed by CHARLES ALEC (trading as AC  
TYDEMAN & SONS)

.....

SIGNATURE OF **Lord**

in the presence of:

Signature .....

Name .....

Address .....

.....

.....

.....

Occupation .....  
(Of Witness)

Executed as a deed by CHRISTOPHER JOHN BUCKLE in his capacity as Trustee of THE STONHAM ASPAL FOOTBALL CLUB,

.....

**SIGNATURE OF Trustee**

in the presence of:

Signature .....

Name .....

Address .....

.....

.....

.....

Occupation  
(Of Witness) .....

Executed as a deed by RODNEY JOHN GARARD in his capacity as Trustee of THE STONHAM ASPAL FOOTBALL CLUB,

.....

**SIGNATURE OF Trustee**

in the presence of:

Signature .....

Name .....

Address .....

.....

.....

.....

Occupation  
(Of Witness) .....

**APPENDIX A**  
**Plan**



## APPENDIX B





1

PROJECT INFORMATION	
Project Name:	
Client:	
Location:	
Date:	
Scale:	
Author:	
Reviewer:	
Approved:	
Signature:	





	2 Bedroom Unit	20
	1 Bedroom Unit	20
	3 Bedroom Unit	20
	4 Bedroom Unit	20
	5 Bedroom Unit	10
	2 Bedroom Unit	20
	3 Bedroom Unit	20
	4 Bedroom Unit	20
Totals:		200

**Legend**

- Phase 1
- Phase 2
- Existing Proposed Road
- Existing Proposed Access Road
- Proposed Access Road
- Sub Area 1 Area
- Sub Area 2 Area
- Watercourse
- Watercourse (Plan A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z)

Scale: 1:1000

North Arrow

**2015 - Phasing Plan B**

**Architects**

Project Name: 2015 - Phasing Plan B

Client: [Name]

Date: [Date]

Scale: 1:1000

Sheet: [Number]





[Blue]	Block 1	10
[Light Blue]	Block 2	10
[Yellow]	Block 3	10
[Light Green]	Block 4	10
[Green]	Block 5	10
[Dark Green]	Block 6	10
[Purple]	Block 7	10
[Red]	Block 8	10
[Orange]	Block 9	10
[Light Orange]	Block 10	10
[Grey]	Other	10

Legend:  
 - Single-line road  
 - Double-line road  
 - Roadway  
 - Utility line  
 - Boundary  
 - Proposed Plant (1:10,000)

Scale: 0 100 200 300 400 500  
 North arrow

PROJECT	
Project Name	...
Project Location	...
Client	...
Designer	...
Date	...
Scale	...
Sheet No.	...
2012-Planning (part B)	