

DATED 25th April

2023/4

(1) IPSWICH BOROUGH COUNCIL

- and -

(2) SUFFOLK COUNTY COUNCIL

- and -

(3) SHAUN PATRICK KEEGAN

PLANNING OBLIGATION BY DEED
PURSUANT TO SECTION 106 OF THE
TOWN AND COUNTRY PLANNING
ACT 1990

RELATING TO

LAND OPPOSITE 289 TO 299 HENLEY
ROAD, IPSWICH IP1 6TB

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THIS DEED is made on 25th April

2021

BETWEEN:

- (1) **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk, IP1 2DE ("**Borough Council**");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("**County Council**"); and
- (3) **SHAUN PATRICK KEEGAN** care of Prettys Solicitors (Reference: CSG/Keegan) of Elm House, 25 Elm Street, Ipswich, Suffolk IP1 2AD. ("**the Owner**").

BACKGROUND:

- A The Borough Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- B The Borough Council and the County Council are the appropriate bodies to enforce this Deed for the purposes of section 106 of the 1990 Act.
- C The County Council is the local education authority, local library authority, local waste authority, local highway authority (except for trunk roads) for the 1980 Act and is also a local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- D The Owner is the freehold owner of the Site registered under title number SK37368.
- E The Application was submitted by Kim Featherstone and was received by the Borough Council on 23rd February 2021.
- F In considering the Application the Borough Council has had regard to its development plan and all other material considerations. The Borough Council considers it expedient in the interest of proper planning of its area and having regard to all other material considerations that provision should be made for regulating the Development and use of the Site in the manner set out in this Deed.
- G The Parties have agreed to enter into this Deed as a planning obligation under the 1990 Act in order to secure the planning obligations contained in Schedules 1 to 11 and 13 and 14 of this Deed accepting that those obligations are necessary to make the Development acceptable in planning terms; directly related to the development; and fairly and reasonably related in scale and kind to the development in compliance with Regulation 122 of the CIL Regulations.
- H The Borough Council resolved to grant Planning Permission pursuant to the Application subject to the conditions set out in the Planning Permission and subject to the covenants, undertakings and restrictions contained in this Deed.

These recitals, the schedules (including Standard Terms and Conditions of Funding) and the Appendices to this Deed are incorporated into and form part of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"1972 Act" means the Local Government Act 1972;

"1980 Act" means the Highways Act 1980;

"1982 Act" means Local Government (Miscellaneous Provisions) Act 1982;

"1990 Act" means the Town and Country Planning Act 1990;

"2008 Act" means the Housing and Regeneration Act 2008;

"2011 Act" means the Localism Act 2011;

"Affordable Housing" shall have the meaning afforded to it in Annex 2 of the National Planning Policy Framework dated September 2023 (as may be amended from time to time or such other national policy that may from time to time replace and/or update this framework);

"Affordable Housing Contract" means a binding contract between the Owner and the Affordable Housing Provider for the transfer and construction of the Affordable Housing Units to the Affordable Housing Provider;

"Affordable Housing Bedroom Mix" means in relation to the Affordable Rented Units all such units shall be 2 bedroom units and in relation to the Intermediate Affordable Housing Units 25% (twenty-five per cent) of the Intermediate Affordable Housing Units shall be 2 bedroom units and 75% (seventy-five per cent) of the Intermediate Affordable Housing Units shall be 3 bedroom units or otherwise agreed in writing with the Borough Council;

"Affordable Housing Delivery Scheme" means a scheme for the delivery of the Affordable Housing Units within the Development and which shall include the details of the number, type, tenure, size and location of the Affordable Housing Units and which shall comply with the Affordable Housing Bedroom Mix;

"Affordable Housing Provider" means an Approved Affordable Housing Provider or another registered provider of social housing as defined in section 80(2)(a) of Part 2 of the Housing and Regeneration Act 2008 approved in accordance with paragraph 4 of Schedule 2;

"Affordable Housing Units" means a minimum of 35% of the Residential Units provided as Affordable Housing of which 60% (up to six Residential Units) are Affordable Rented Units and 40% (up to four Residential Units) are Intermediate Affordable Housing Units to be provided in accordance with the Affordable Housing Delivery Scheme in Perpetuity (save where provided otherwise in paragraph 6.1 of Schedule 2 of this Deed) unless otherwise agreed in writing with the Borough Council;

"Affordable Rented Units" means those Affordable Housing Units that are to be let by Affordable Housing Providers to Eligible Households at rents (inclusive of all service charges and capped at 80% of Open Market Rents) and "Affordable Rented" is to be construed accordingly;

"Alternative Affordable Housing Provider (AAHP)" means any provider who is not an approved Affordable Housing Provider but is otherwise approved by the Borough Council to

manage Affordable Housing (including approval of the details of how it proposes to manage the relevant Affordable Housing Units);

"Application" means the outline application for planning permission to authorise the Development on the Site with reference number: **IP/20/01093/OUT** made under the 1990 Act to the Borough Council;

"Approved Affordable Housing Providers" means Clarion Housing Group, Flagship Housing Group; Heylo Housing, Orbit East; Orwell Housing Association; Suffolk Housing (Iceni Homes); the AAHP PROVIDED THAT nothing in this Deed shall fetter the Borough Council's discretion to declare any one of the Approved Affordable Housing Providers no longer approved for the purposes of the Development and the Borough Council shall promptly notify the Owner in writing in such instances PROVIDED FURTHER THAT where the Borough Council have notified file Owner that any Approved Affordable Housing Provider is no longer approved this shall not have any effect on any Affordable Housing Contracts already entered into at the time of receipt of such notification and the Owner shall be entitled to continue to deal with such Affordable Housing Providers pursuant to any existing Affordable Housing Contracts AND the Owner shall be entitled to seek the Borough Council's approval to alternative and/or additional Affordable Housing Providers;

"BCIS Indexation" means the All In Tender Price Index as published by the Building Cost Information Service or any successor organisation or any replacement of that index from time to time or (if there is no replacement of) such other appropriate alternative index agreed between the Parties;

"Borough Area" means the administrative area of the Borough of Ipswich;

"Borough Council Contributions" means those Contributions payable by the Owner to the Borough Council;

"Bus Service Contribution" means the sum of £15,400 (fifteen thousand and four hundred pounds) Index Linked towards the new bus service on Ipswich Garden Suburb;

"Challenged Permission" means the Planning Permission being the subject of any judicial review proceedings or other legal challenge by third parties including, but not limited to, the application for permission to apply for judicial review and **"Challenge"** will be interpreted accordingly;

"CIL" means the charge created pursuant to section 205 of the 2008 Act and regulation 3 of the CIL Regulations and referred to as the Community Infrastructure Levy in those enactments;

"CIL Regulations" means the Community Infrastructure Levy Regulations 2010 (as amended);

"Commencement of Development" means the carrying out of a Material Operation pursuant to the Planning Permission within the Site (and related expressions such as **'Commence Development'** shall be construed accordingly);

"Commencement Date" means the date of the Commencement of Development;

"Commencement Notice" means written notice to be given by the Owner to the Borough Council and County Council stating the Commencement Date;

"Committed" means the expenditure of any Contribution or part Contribution or entrance into a Contributions Contract by the Borough Council or the County Council (as relevant) in order to discharge obligations on the Borough Council or the County Council (as relevant) or apply any monies in accordance with the provisions of this Deed;

"Community Development Contribution" means the sum of £2,698 (two thousand six hundred and ninety eight pounds) Index Linked towards a community development officer and community events and activities;

"Contributions" shall mean each of the following: Bus Service Contribution, Community Development Contribution, Country Park Commuted Sum, Early Years Contribution, Primary Education Contribution, Secondary Education Contribution, Sixth Form Education Contribution, Public Rights of Way Contribution, Health Care Facilities Contribution, Library Contribution, County Council Monitoring Contribution, Habitats Regulations Mitigation Contribution, Ecology Management Contribution, Further Ecology Management Contribution, Green Infrastructure Contribution, Public Open Space Commuted Sum, Off Site Highways Improvement Contribution, Off Site Sustainable Transport Contribution, OffSite Traffic Mitigation Management Contribution, Waste Contribution, Police Services Contribution, Westerfield Station Improvements Contribution and each in the singular or (if the context so permits as to part shall be treated as a **"Contribution"**);

"Contributions Contract" means a contract which the Borough Council or the County Council (as relevant) has entered into before the Relevant BC Contribution Date and the Relevant County Council Contribution Date requiring another party to provide works, services or supplies (or any combination of them) and which the Borough Council or the County Council (as relevant) has entered into because the funding for it has been provided in accordance with this Deed;

"County Council Contributions" means those Contributions payable by the Owner to the County Council;

"County Council Monitoring Contribution" means £476 per trigger point for any payment of County Council Contributions being a total of £952 for the purposes of monitoring and managing the administration of the County Council Contributions;

"Country Park" means that area of land of 30.5 (thirty point five) ha identified within Appendix 2 of the Henley Gate Land Obligation;

"Country Park Commuted Sum" means the sum of £19,625 (nineteen thousand six hundred and twenty five pounds) Index Linked toward the management and maintenance of the Country Park;

"Country Park Indicative Programme" means the indicative phasing for the delivery of the Country Park as annexed to this Deed at Appendix 2;

"Country Park Phase Works" means any one of the Country Park Phase 1 to 7 Works which shall (in aggregate) comprise works across the whole of the Country Park;

"Country Park Phase 1 Works" means those planting and landscaping works listed on the Country Park Indicative Programme under the heading "Phase 1" and to be carried out by the Henley Gate Land Owner in accordance with the Henley Gate Land Obligation(s);

“Country Park Phase 2 Works” means those planting and landscaping works listed on the Country Park Indicative Programme under the heading "Phase 2" and to be carried out by the Henley Gate Land Owner in accordance with the Henley Gate Land Obligation(s);

“Country Park Phase 3 Works” means those planting and landscaping works listed on the Country Park Indicative Programme under the heading "Phase 3" and to be carried out by the Henley Gate Land Owner in accordance with the Henley Gate Land Obligation(s);

“Country Park Phase 4 Works” means those planting and landscaping works listed on the Country Park Indicative Programme under the heading "Phase 4" and to be carried out by the Henley Gate Land Owner in accordance with the Henley Gate Land Obligation(s);

“Country Park Phase 5 Works” means those planting and landscaping works listed on the Country Park Indicative Programme under the heading "Phase 5" and to be carried out by the Henley Gate Land Owner in accordance with the Henley Gate Land Obligation(s);

“Country Park Phase 6 Works” means those planting and landscaping works listed on the Country Park Indicative Programme under the heading "Phase 6" and to be carried out by the Henley Gate Land Owner in accordance with the Henley Gate Land Obligation(s);

“Country Park Phase 7 Works” means those works listed on the Country Park Indicative Programme (specifically the delivery of the Visitor Centre and all associated infrastructure including car parking and a DEAP and any associated landscaping) under the heading "Phase 7" and to be carried out by the Henley Gate Land Owner in accordance with the Henley Gate Land Obligation(s);

"Development" means the residential development for the erection of up to 28 dwellings with access off Henley Road (all matters reserved except access) (on land forming part of the Ipswich Garden Suburb allocation) on the Site;

"Disposal" means a transfer, disposal or grant of any legal or equitable interest in or over the Site or part thereof (other than (in relation to any land assets) by way of grant of a legal charge or the grant of a licence not creating exclusive possession terminable on 3 months' notice or less) including by way of lease;

"Early Years Contribution" means the sum of £61,524 (sixty one thousand five hundred and twenty four pounds) Index Linked towards early years provision (whether previously forward funded or not) within the Ipswich Garden Suburb;

"Ecology Management Contribution" means the sum of £68,500 (Sixty Eight Thousand and Five Hundred Pounds) Index Linked towards the off-site translocation and future management and monitoring of all reptiles translocated from the Site in accordance with the approved Reptile Translocation Scheme;

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

"Expert" means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute as follows or as otherwise agreed between the parties:

- (a) save as paragraph (b) below requires if the dispute relates to transport or highway works, engineering, demolition or construction works, a chartered civil engineer

being a member of the Institution of Civil Engineers (having not less than 10 years' relevant experience in the public or private sector) agreed by the parties to the dispute but in default of agreement appointed at the request of any of the parties by or on behalf of the President of the Institution of Civil Engineers;

- (b) if the dispute relates to any building within the Development, or other property or similar matters, a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors;
- (c) if the dispute relates to bus operational matters, a chartered transport planner being a member of TPS, CIHT, ICE or RTP1 (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the Chairman of the Transport Planning Society;
- (d) if the dispute relates to financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President of the Institute of Chartered Accountants in England and Wales;
- (e) if the parties to the dispute shall fail to agree upon the nature or difference in question then it should be referred to a solicitor or barrister of a least 15 years' standing agreed by the parties but in default of agreement appointed at the request of either party by or on behalf of the President of the Law Society;

"Foul/Surface Water Drainage and Sewerage" means the sewers and drains to be constructed or completed within the Site pursuant to the Planning Permission or such sewers and drains that may already exist at the time the planning permission is granted;

"Further Ecology Management Contribution" means an additional contribution to the Ecology Management Contribution payable in the event that the number of reptiles to be translocated from the Site to the Reptile Translocation Site exceeds 450 (four hundred and fifty) and payable to the Borough Council in accordance with the following scale:

- (a) 451 (four hundred and fifty one) to 500 (five hundred) reptiles means a Further Ecology Management Contribution of £3,500 (three thousand five hundred pounds) Index Linked;
- (b) 501 (five hundred and one) to 550 (five hundred and fifty) reptiles means a Further Ecology Management Contribution of £3850 (three thousand eight hundred and fifty pounds) Index Linked; and
- (c) 551 (five hundred and fifty one) to 600 (six hundred) reptiles means a Further Ecology Management Contribution of £4200 (four thousand two hundred pounds) Index Linked

PROVIDED THAT it is hereby acknowledged and agreed that where the number of reptiles to be translocated from the Site to the Reptile Translocation Site exceeds 600 (six hundred) any subsequent Further Ecology Management Contribution(s) shall require a payment of £350

(three hundred and fifty pounds) Index Linked per every additional 50 (fifty) reptiles to be translocated thereafter;

"Gateway to Home Choice Regional CBL" means the choice based lettings system where Affordable Rented Units are advertised and Eligible Households are able to express their interest and choice for the properties they would like to live in;

"GDA" means the grant funding agreement entered into by Homes England and the Borough Council on 2 October 2019 (as amended) pursuant to which Homes England agreed to make the HIF Funding available to the Local Authority on the terms of the GDA.

"Green Infrastructure Contribution" means the sum of £65,617 (sixty five thousand six hundred and seventeen pounds) towards the off-site provision of green infrastructure within Castle Hill Ward;

"Habitats Regulations" means the Conservation of Species and Habitats Regulations 2017;

"Habitats Regulations Mitigation Contribution" means the sum of £3,420 (three thousand four hundred and twenty pounds) Index Linked toward the implementation of the Suffolk Recreational Disturbance Avoidance and Mitigation Strategy;

"Health Care Facilities Contribution" means the sum of £10,945 (ten thousand nine hundred and forty five pounds) Index Linked toward the funding of Health Care Facilities;

"Health Care Facilities" means a health care centre and/or ancillary or support health care facilities to be provided within the vicinity of the Site of for the provision of health care;

"Henley Gate Land" means the land shown edged red on Drawing no AA5203-2001 Site Location Plan -D (or any part of it) and which is included in a Henley Gate Land Application;

"Henley Gate Land Application(s)" means any of the following:

- (a) the planning applications under the Borough Council's application reference 16/00608/OUT and with East Suffolk Council's reference number 16/2592/OUT: for the development of the Henley Gate Land; or
- (b) any planning application that is a major application i.e. for development of more than 10 dwelling houses that may be submitted within a period of 15 years from the date of this Deed in relation to the Henley Gate Land;

"Henley Gate Land Development" means any development of the Henley Gate Land pursuant to a planning permission granted for the Henley Gate Land Application(s);

"Henley Gate Land Obligation" means the planning obligation entered into in connection with the Henley Gate Land Application (and any modification or variations thereto together with any other planning obligation entered into in respect of the Henley Gate Land Development); in accordance with section 106 of the 1990 Act; in compliance with regulation 122 of the CIL Regulations; and made between the Henley Gate Land Owner and the Borough Council and/or the County Council of even date;

"Henley Gate Land Owner" means the owner(s) and/or developers of the Henley Gate Land as at the date any obligations in this Deed (and relating to the Henley Gate Land) are capable of being enforced;

"Homes England" means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the Homes and Communities Agency (trading as Homes England);

"Housing Infrastructure Funding (HIF Funding)" means the government's capital grant programme details of which were published on 4 July 2017 with confirmation of the Borough Council's successful bid announced on 1 February 2018;

"HIF Funded Infrastructure Works" means the works to deliver the Country Park, a pedestrian and cycle railway bridge and a separate vehicular railway bridge in support of the delivery of new homes in the Ipswich Garden Suburb;

"IGS Delivery Board Terms of Reference (ToR)" means the terms of reference for the IGS Delivery Board set out in Appendix 3 to this Deed;

"IGS Development(s)" means any one or a combination of any residential development carried out pursuant to any existing or future planning permission(s) for development as part of the policy CS10 allocation of the Ipswich Borough Council Core Strategy (February 2017) (the **"Core Strategy"**) and the Ipswich Garden Suburb (IGS) SPD, or any replacement residential policy which supersedes policy CS10;

"Index" means the RPI Indexation in respect of the Community Development Contribution, the Police Services Contribution, the Habitats Regulations Assessment Mitigation Contribution, Bus Service Contribution, Country Park Commuted Sum, County Council Monitoring Contribution, and the Library Contribution and BCIS Indexation for all other Contributions;

"Index Linked" means indexation payable by reference to the relevant Index and calculated in accordance with clause 22 of this Deed and the word "indexation" shall be construed accordingly;

"Infrastructure Delivery Plan (IDP)" means the infrastructure delivery plan dated 22 February 2017;

"Interest" means interest at four per cent above the base lending rate of the Bank of England from time to time;

"Intermediate Affordable Housing Units" means Affordable Housing Units (which are not Affordable Rented Units) to be made available to Eligible Households either to buy at a discount of at least 20% of the local open market value or to rent or to rent to buy including but not limited to Intermediate Market Rent, Shared Ownership and Shared Equity or such other intermediate tenures as may be included in the definition of Affordable Housing from time to time and **"Intermediate Affordable Housing"** is to be construed accordingly;

"Intermediate Market Rent" means a rent that is set at least 20% (twenty per cent) below market rent;

"Ipswich Garden Suburb" means the area identified in policy CS10 of the Core Strategy and the Ipswich Garden Suburb (IGS) SPD;

"Ipswich Garden Suburb (IGS) Delivery Board" means a delivery board established as a not for profit organisation to oversee the delivery phases of the Ipswich Garden Suburb and to

work towards assisting and facilitating (where possible) a co-ordinated delivery of the Development in accordance with the Core Strategy, IGS IDP, IGS SPD, approved plans, associated planning conditions and this Deed. The purpose and objectives of the Delivery Board will be based upon those set out in the Ipswich Garden Suburb SPD and "**IGS Delivery Board**" shall be construed accordingly;

"Ipswich Garden Suburb (IGS) SPD" means the Ipswich Garden Suburb Supplementary Planning Document dated 22 March 2017;

"Library Contribution" means the sum of £213 (two hundred and thirteen pounds) Index Linked towards books and resources serving the Development;

"Maintenance and Management Schemes" means the Open Space Maintenance and Management Scheme and the SuDs Maintenance and Management Scheme;

"Management Company" means a management company established in accordance with the provisions of Schedule 8 of this Deed to be approved in writing by the Borough Council and which is a private limited company to be established by the Owner or an existing company (registered at Companies House) or other body approved by the Borough Council in accordance with Schedule 8 of this Deed the purpose of which will be (amongst other things) to manage and maintain the common parts of the Development which will include any SUDS not transferred to a statutory drainage authority, any estate roads not adopted by the County Council and all Open Space;

"Market Value Unit" means a Residential Unit that is not an Affordable Housing Unit;

"Material Operation" means any material operation within the meaning of sections 56(4) of the 1990 Act **PROVIDED THAT** the carrying out of:

- (a) archaeological investigations;
- (b) decontamination works;
- (c) environmental site investigations;
- (d) fencing erected for ecological reasons subject to the prior approval of the Borough Council of the details of such fencing;
- (e) investigation works;
- (f) site reclamation;
- (g) site clearance including earthworks, re-grading and landscape clearance works;
- (h) termination or diversion of existing services;
- (i) provision of temporary construction site accommodation;
- (j) erection of hoardings, temporary enclosures, fences and other security measures;
- (k) provision of temporary haul roads; and
- (l) works and operations to enable any of the foregoing to take place,

shall not constitute a material operation for the purposes of this definition and shall not therefore constitute Commencement of the Development for the purposes of this Deed;

"Occupation" means the first use or occupation of the Residential Units for the purposes permitted by the Planning Permission save for temporary occupation for the purposes of construction or fitting out or commissioning or marketing or site security and **"Occupy"**, **"Occupying"**, **"Occupiers"**, **"Occupied"** and cognate expressions shall be construed accordingly;

"Off Site Highway Improvements Contribution" means the sum of £8,000 (eight thousand pounds) Index Linked towards improved cycle and pedestrian crossing facilities to Defoe Road/Henley Road Junction;

"Off Site Traffic Mitigation Management Contribution" means the sum of £2,801 (two thousand eight hundred and one pounds) Index Linked towards improvements to existing streets (Castle Hill and Whitton Ward) impacted by the Development;

"Off Site Sustainable Transport Contribution" means the sum of £7,002 (seven thousand and two pounds) Index Linked towards improvements to existing walking and cycling routes from the Development to the town centre;

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

"Open Space" means each area of public open space within the Development the detailed location of which is to be shown on the plans to be approved pursuant to the Reserved Matters Approval or as otherwise agreed in writing with the Borough Council and made accessible to the public (for use on foot and by bicycle) and required as a consequence of the Development;

"Open Space Maintenance and Management Scheme" means a written scheme for the on-going management and maintenance of the Open Space (to be approved as part of the details submitted pursuant to condition 8 of the Planning Permission) and which shall include but not be limited to the following:

- (a) frequency of maintenance;
- (b) measures to replace any trees, shrubs, hedgerows or turf which may die or become diseased;
- (c) standard of maintenance and repair to be achieved and maintained; and
- (d) how the costs of the maintenance shall be funded and for the avoidance of doubt this shall include:
- (e) a mechanism to ring fence a sufficient amount of funds paid to the Management Company pursuant to or received from future owners of the Residential Units for use solely in relation to the management and maintenance of the Open Space (including play equipment);

"Open Space Transfer" means the transfer to the Management Company of the unencumbered freehold interest in the Open Space PROVIDED THAT such transfer shall:

- (a) be unencumbered;
- (b) be free from contamination which would prevent the use of the Open Space as open space;
- (c) be following all necessary archaeological surveys having been completed;
- (d) be free of any services and/or service media in, on or under the Open Space save for those services required to be provided in accordance with Schedule 5 and such other services and service media as may be agreed between the parties to the transfer;
- (e) not include any terms which would restrict public access save for the purposes of maintenance works or in the case of emergency;
- (f) not include any terms which would directly or indirectly affect the construction, servicing or occupation of the part of the Site that is to be retained by the Owner;
- (g) include any reasonable reservation of rights of access and services over the Open Space for the purpose of laying, managing, maintaining, replacing, renewing, cleaning and repairing services including but not limited to sustainable urban drainage measures, water, gas, sewerage, drainage or electricity (as applicable);
- (h) include for the benefit of the Open Space the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the Open Space over any adjoining land for its intended purposes as set out in Schedule 5;
- (i) be at nil consideration;
- (j) include a covenant that the Open Space shall not be used for any purpose other than for public open space including but not limited to community/public events; and
- (k) include a covenant that the Owner shall bear the reasonable legal and professional costs of the Management Company and any SDLT liability resulting from the transfer;

"Parties" means the parties to this Deed and **"Party"** shall be construed accordingly;

"Perpetuity" means a minimum term of One Hundred and Twenty Five (125) years from the date of first Occupation of an Affordable Housing Unit;

"Plan 1" means the Location Plan reference drawing no. 2 revision A and marked as Plan 1 attached to this Deed at Appendix 1;

"Planning Agreement" means in relation to the Development, this Deed and any other agreement or instrument binding the Site (or any part of it) by way of an enforceable obligation under Section 106 of the Town & Country Planning Act 1990 Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or the Open Space Act 1906 or under any other enactment or local statute having similar force and the expression 'Planning Agreement' shall also include any Works Agreement

and shall include any variations or modifications to any Planning Agreement or Works Agreement from time to time agreed with any relevant authority;

"Planning Permission" means the planning permission, subject to conditions, to be granted pursuant to the Application for the Development;

"Police Services Contribution" means the sum of £263 (two hundred and sixty three pounds) Index Linked to be applied towards new police equipment (including but not limited to staff equipment and police vehicles) and the provision of automatic number plate recognition cameras;

"Primary Education Contribution" means the sum of £143,556 (one hundred and forty three thousand five hundred and fifty six pounds) Index Linked towards the provision of a new primary school within Ipswich Garden Suburb (whether previously forward funded or not);

"Public Open Space Commuted Sum" means the sum of £98,506.80 (ninety eight thousand five hundred and six pounds and eighty pence) Index Linked towards the maintenance of open space in the Castle Hill Ward;

"Public Rights of Way Contribution" means the sum of £3,136 (three thousand one hundred and thirty six pounds) Index Linked towards improvements to bridleway 1, bridleway 21 and footpath 18;

"Purposes" means the use to which each of the Contributions payable by the Owner specified in this Deed is to be put;

"Reasonable Endeavours" means that it is agreed by the parties that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) and the respective party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial party in the context of the Development (or part of the Development) PROVIDED THAT where a Reasonable Endeavours obligation applies to the Borough Council or the County Council, any attempt to fulfil the relevant obligation shall not require the expenditure of sums of money but may include the application of any funding if received (and specifically applicable to the Development) and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent publicly funded body and in the context of all its/their statutory duties and functions and PROVIDED FURTHER THAT any attempt to fulfil a relevant obligation shall not require the Councils to breach and/or exceed any of their statutory functions, duties and powers or any requirements of any regulatory body in respect of their statutory, regulatory, compliance functions and/or capacities;

"Relevant BC Contribution Date" means 10 years after the date of payment of a Borough Council Contribution to the Borough Council or if paid in instalments 10 years from the date each relevant instalment was paid to the Borough Council;

"Relevant County Council Contribution Date" means either 10 or 15 years after the date of payment of a County Council Contribution to the County Council as set out in the table below or if paid in instalments 10 or 15 years from the date each relevant instalment was paid to the County Council, excluding the Primary Education Contribution, Secondary Education

Contribution and Early Years Contribution whereby the date is 10 or 15 years after the first Occupation of the final Residential Unit:

Education	Contribution	Relevant Date (years from payment)
	Primary Education Contribution	10 (from the first Occupation of the final Residential Unit)
	Secondary Education Contribution	15 (from the first Occupation of the final Residential Unit)
	Sixth Form Education Contribution	15
	Early Years Contribution	10 (from the first Occupation of the final Residential Unit)
Transport	Bus Service Contribution	10
	Off Site Sustainable Transport Contribution	10
	Public Rights of Way Contribution	10
	Off Site Traffic Mitigation Management Contribution	10
	Westerfield Station Improvements Contribution	10
	Off Site Highway Improvements Contribution	15
Library	Library Contribution	10
Waste	Waste Facilities Contribution	10

“Reptile Strategy SPD” means the supplementary planning document titled “Reptile Strategy” and adopted by the Borough Council in July 2021;

“Reptile Translocation Scheme” means a written scheme setting out the details of, timeframe and method statement for, the translocation of reptiles from the Site to the Reptile Translocation Site;

“Reptile Translocation Site” means a Borough Council controlled and maintained reptile translocation site as identified within the Reptile Strategy SPD;

"Reserved Matters Application" means an application submitted to the Borough Council for approval of reserved matters in accordance with the Planning Permission and **"Reserved Matters"** and **"Reserved Matters Approval"** shall be construed accordingly;

"Residential Unit" means any dwelling constructed on the Site pursuant to the Planning Permission;

"RPI Indexation" means indexation by reference to the All Items Index of Retail Prices issued by the Office for National Statistics or any successor to that index from time to time or (if there is no successor) such other appropriate index agreed between the Parties;

"Secondary Education Contribution" means the sum of £124,645 (one hundred and twenty four and six hundred and forty five pounds) Index Linked towards the provision of a new secondary school within Ipswich Garden Suburb (whether previously forward funded or not);

"Shared Equity" means an Intermediate Affordable Housing product that has a minimum 20% discount to open market value;

"Shared Ownership Unit" means any Affordable Housing Unit occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 where the lessee for the time being has the right to acquire 100% of the equity from the Affordable Housing Provider over time and **"Shared Ownership"** shall be construed accordingly;

"Site" means the land known as land opposite 289 To 299 Henley Road included in the Application as shown edged red on Plan 1;

"Sixth Form Education Contribution" means the sum of £23,775 (twenty three thousand seven hundred and seventy five pounds) Index Linked towards sixth form places within the town of Ipswich (whether previously forward funded or not);

"Social Homebuy" means a scheme that allows Affordable Housing Providers to sell rented social housing homes to the tenants of those homes;

"Specific Contribution Account" means a specific internal Borough Council account into which the Borough Council or the County Council will pay a single Contribution which shall attract interest at the Bank of England's base rate;

"Staircasing" means the purchase by the owners of additional equity in a Shared Ownership Unit or Shared Equity unit;

"SuDs" means a sustainable urban drainage system and all associated works serving the Development approved pursuant to condition 13 of the Planning Permission;

"SuDS Land" means that part of the Site on which the SuDs shall be situated;

"SuDS Maintenance and Management Scheme" means a written scheme as submitted and approved for the on-going management and maintenance of the SuDS (to be approved as part of the details submitted pursuant to condition 12 of the Planning Permission) and which shall include the following:

- (a) frequency of maintenance;
- (b) standard of maintenance and repair to be achieved and maintained; and
- (c) how the costs of the maintenance shall be funded;

"SuDS Transfer" means the transfer to the Management Company or statutory drainage authority of the unencumbered freehold interest in the SuDS PROVIDED THAT such transfer shall provide that the SuDS Land shall:

- (a) be free from contamination which would prevent the use of the SuDS for water attenuation and surface water drainage purposes associated with the Development;
- (b) be following all necessary archaeological surveys having been completed;
- (c) be free of any services and/or services media other than SuDS (unless otherwise agreed between the parties and save where such services and/or services media located in under or over the SuDS Land have been approved pursuant to any planning condition then it shall be deemed agreement between the parties has been given for such services and/or service media);
- (d) not include any terms which would directly or indirectly affect the construction, servicing or occupation of the part of the Site that is to be retained by the Owner;
- (e) include for the benefit of the SuDS the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the SuDS over any adjoining land for its intended purposes as set out in Schedule 7;
- (f) be for a consideration of no more than £1 (One pound); and
- (g) include a covenant that the SuDS shall not be used for any purpose other than for water attenuation and surface water drainage purposes associated with the Development;

"Utilities" means electricity, gas, water, heat, power, drainage, telecommunications services or public transport services to or for the benefit of the Development;

"Utilities Provider" means an energy service company, statutory undertaker, services utility company or provider if and to the extent that it shall acquire an interest in the Site for the purpose of providing the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport services to or for the benefit of the Development;

"Waste Contribution" means the sum of £2,415.56 (two thousand four hundred and fifteen pounds and fifty six pence) Index Linked towards the re-location of the Portman Road Household Waste and Recycling Centre;

"Westerfield Station Improvements Contribution" means the sum of £2,560 (two thousand five hundred and sixty pounds) Index Linked towards Westerfield Railway Station improvements funding including passenger shelters, information screens, cycle storage, security improvements and new automatic ticket machines;

"Working Day" means any day other than a Saturday, Sunday, statutory bank holiday and 24 December to 31 December (inclusive) in any year;

"Works Agreement" means any agreement relating to the provision, installation, maintenance and (where appropriate) adoption of infrastructure works made pursuant to:

- (a) Section 38 or Section 278 of the 1980 Act or similar agreement for the construction maintenance and adoption of any footways footpaths verges visibility splays

junctions roundabouts bridges bus lay-bys cycle ways accommodation works traffic management schemes street lighting and street furniture and ancillary landscaping and the connection of the same to the public highway or any other works to the public highway;

- (b) Section 98 or Section 104 of the Water Industry Act 1991 or similar agreement relating to the provision and adoption of any sewers drains pipes manholes culverts channels watercourses soakaways outfalls and other conduits and apparatus systems necessary for drainage ("Drainage System") or for the diversion of existing Drainage Systems;
- (c) any agreement with a relevant authority for the diversion or undergrounding of existing or the installation of any new service media required for the provision and supply of water gas electricity telephone telecommunications cable television closed circuit television (if appropriate) and all other appropriate services;

and/or any other similar agreement or deed of grant required for the carrying out provision maintenance cleansing and (where appropriate) adoption of works by a relevant authority and shall include any variations or modifications to any Works Agreement from time to time agreed with any relevant authority.

2. INTERPRETATION

- 2.1 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.2 Unless the context requires otherwise reference in this Deed to clauses, sub-clauses, paragraphs, recitals, sub-paragraphs, appendices and schedules are references to those contained in this Deed and references to plans and drawings are references to plans and drawings annexed to this Deed.
- 2.3 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.
- 2.4 References in this Deed to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same.
- 2.5 In this Deed the expressions Borough Council, County Council or the Owner shall include their respective statutory successors in respect of the functions to which this Deed relates or successors in title to the Site or any party deriving title through or under that party as the case maybe.
- 2.6 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use Reasonable Endeavours not to permit or suffer such act or thing to be done by another person.
- 2.7 The Interpretation Act 1978 shall apply to this Deed.
- 2.8 In the event of any conflict between the provisions of this Deed and any document attached hereto the provisions of this Deed will prevail.

- 2.9 Where in this Deed the Borough Council and/or the County Council is required to give any approval, consent, agreement or otherwise then such approval, consent, agreement or otherwise by the Borough Council and/or County Council shall be given in writing and shall not be deemed to have been given unless in writing.
- 2.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner.
- 2.12 Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

3. LEGAL EFFECT

3.1 This Deed is made pursuant to section 106 of the 1990 Act; section 111 of the 1972 Act; section 33 of the 1982 Act; section 1 of the 2011 Act; section 278 of the 1980 Act; and section 38 of the 1980 Act and all other enabling powers, and the obligations contained in Schedules 1 – 12 to this Deed constitute planning obligations for the purposes of the 1990 Act, binding the Owner's interests in the Site, shall be enforceable against the Owner and its successors in title and those deriving title from it in respect of the Site by the Borough Council and/or the County Council as local planning authorities under the 1990 Act **PROVIDED THAT** (save for the restrictions on Occupation in Schedule 2 and any obligations, restrictions made by or imposed on the Owner):

- 3.1.1 neither the Owner nor its successors in title shall have any further liability under this Deed in respect of any part of the Site in which it no longer has an interest but without prejudice to any rights of the Borough Council and/or the County Council in respect of any antecedent breach in respect of the Site or such part thereof disposed;
- 3.1.2 this Deed shall not be binding on an Affordable Housing Provider or its successors in title or mortgagee except as provided for in Schedule 2;
- 3.1.3 this Deed shall not be binding on the individual owners, occupiers or lessees of any Residential Unit or any mortgagee of such a person or any successor in title to any such person or mortgagee except as provided for in Schedule 2; and
- 3.1.4 this Deed shall not be binding on any Utilities Provider.

3.2 So far as the obligations, covenants and undertakings in this Deed are given by the Borough Council, or the County Council they are entered into under the relevant powers referred to in clause 3.1 and those obligations, covenants and undertakings are enforceable against the Borough Council or the County Council (as applicable).

4. CONDITIONALITY

- 4.1 The covenants and obligations contained in this Deed are conditional upon both the:
 - 4.1.1 grant of the Planning Permission; and

4.1.2 Commencement of Development

Save for the provisions of clauses 10, 11, 13, 16, 18, 25, 27 and 28 Paragraph 1 of Schedule 1 and Schedule 11 which shall come into effect immediately upon completion of this Deed.

5. PROVISIONS FOR RELEASE

- 5.1 It is agreed that this Deed shall determine at such time as the Planning Permission expires or is quashed, cancelled or revoked save insofar as it has already been complied with and without prejudice to any liability which may have arisen pursuant to this Deed beforehand.
- 5.2 Where this Deed determines pursuant to clause 5.1 above or upon the Owner satisfying all of their obligations under this Deed the Borough Council and the County Council each covenants with the Owner that they will:-
- 5.2.1 remove all entries made in the Register of Local Land Charges in respect of this Deed within 20 (twenty) Working Days of it ceasing to have effect; and
- 5.2.1 subject to clause 5.1 repay any unspent Contributions in accordance with the Relevant BC and CC Dates.

6. CERTIFICATES OF COMPLIANCE

- 6.1 Upon reasonable request from the Owner and subject to payment of the Borough Council's reasonable and proper professional costs and charges the Borough Council shall certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and request that a note thereof shall be registered on the Register of Local Land Charges.
- 6.2 Upon reasonable request from the Owner and subject to payment of the County Council's reasonable and proper professional costs and charges the County Council shall certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed.

7. COVENANTS

- 7.1 The Owner covenants to observe and perform the obligations set out in Schedules 1 to 12 and 15 and those contained in any relevant clause(s) in this Deed
- 7.2 The Borough Council covenants to observe and perform the obligations set out in Schedule 13 and any other obligations imposed on the Borough Council in this Deed.
- 7.3 The County Council covenants to observe and perform the obligations set out in Schedule 14 and any other obligations imposed on the County Council in this Deed.
- 7.4 In order to ensure the effective delivery of development across Ipswich Garden Suburb the Owner covenants with the Borough Council and the County Council that it will use Reasonable Endeavours to ensure that all new infrastructure and services including access, utilities, energy and sewerage/drainage infrastructure:
- 7.4.1 is designed and built to accommodate the proposed level of development proposed for the sites as set out in Local Plan policy CS10 and the Ipswich Garden Suburb SPD;
- 7.4.2 is fully integrated across the Ipswich Garden Suburb site without any restriction, impediment or ransom between sites; and

7.4.3 is delivered in accordance with the requirements of the IGS Infrastructure Delivery Plan subject to the deliberations of the Ipswich Garden Suburb Delivery Board.

8. BOROUGH COUNCIL'S AND COUNTY COUNCIL'S POWERS

- 8.1 Nothing in this Deed shall fetter the statutory rights, powers and duties of the Borough Council as local planning authority.
- 8.2 Nothing in this Deed shall fetter the statutory rights, powers and duties of the County Council as a local planning authority and/or the local highway authority and/or the local education authority and/or local waste authority and/or local library authority and/or of any other rights, discretions, functions, powers, duties and obligations of the County Council in the exercise of their functions as a local authority as the case may be.

9. WAIVER

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

10. CHANGE OF OWNERSHIP

- 10.1 The Owner covenants to give the Borough Council and the County Council immediate written notice of any change in ownership in the Site occurring before all the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan to be provided at the same time as the written notice.
- 10.2 Save for the notification obligations in Schedule 15 the Owner shall not be required to notify the Borough Council and the County Council of any of the following:
- 10.2.1 the sale or letting of any individual Residential Unit; or
- 10.2.2 the grant of rights to statutory undertakers within the meaning of section 262 of the 1990 Act.

11. REGISTRATION AS A LOCAL LAND CHARGE

It is hereby agreed and declared between the parties hereto that the Borough Council shall forthwith register this Deed as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

12. THIRD PARTIES' RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1990 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13. MONITORING

- 13.1 On the first anniversary of this Deed and every six months thereafter until the Occupation of the last Residential Unit constructed pursuant to the Planning Permission the Owner shall

provide a monitoring report to the Borough Council and to the IGS Delivery Board which shall set out the following:

- 13.1.1 details of progress in relation to each of the obligations contained in this Deed;
- 13.1.2 the total Contributions paid to the Borough Council and the County Council pursuant to this Deed;
- 13.1.3 the number of Market Value Units and Affordable Housing Units Occupied in the preceding quarter and in total since Commencement; and
- 13.1.4 the projected number of Market Value Units and Affordable Housing Units anticipated to be Completed within the next six months.

14. DISPUTE RESOLUTION

14.1 In the event of any dispute or difference arising between any or all of the Parties to this Deed (other than a dispute or difference relating to a question of law or in relation to the interpretation of the Deed) such dispute or difference may be referred to the Expert and it is further agreed that:

14.1.1 the determination of the Expert shall be:

14.1.1.1 final and binding on the parties to the dispute; and

14.1.1.2 complied with by the parties to the dispute,

save in the case of manifest error;

14.1.2 the parties to the dispute shall be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;

14.1.3 the Expert's costs shall be borne in such proportions as he/she may direct failing which each party to the dispute shall bear its own costs of the reference and determination and the Expert's costs calculated by dividing the Expert's costs by the number of parties to the dispute (excluding the Expert) to the reference;

14.1.4 the Expert shall be appointed subject to an express requirement that he/she reaches a decision and communicates it to the parties to the dispute within the minimum practicable timescales allowing for the nature and complexity of the dispute and in any event not more than 35 Working Days from the date of his/her appointment to act; and

14.1.5 the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee shall be appointed in the same manner as the Expert.

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

14.3 The provisions of this clause 14 will not affect the ability of any Party 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.

15. VARIATIONS

Save as provided in clause 16 below and in Schedule 12 to this Deed, no variation of this Deed shall be effective unless made by Deed or pursuant to the determination of an application made under section 106A of the 1990 Act or an appeal pursuant to section 106B of the 1990 Act.

16. SECTION 73 APPLICATIONS

16.1 In the event that any new planning permission is granted in respect of the Development pursuant to section 73 of the 1990 Act then, subject to agreement between the Parties (or their successors) with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

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

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

PROVIDED THAT nothing in this clause shall fetter the discretion of the Borough Council in determining any application(s) under section 73 of the 1990 Act or the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to section 106 of the 1990 Act or a modification agreement pursuant to section 106A of the 1990 Act.

17. SERVICE OF NOTICES

17.1 All notices, requests, demands or other written communications to or upon the respective Parties hereto pursuant to this Deed shall be deemed to have been properly given or made if sent by hand or by courier service or letter by way of first class post or recorded delivery post to the Party to which such notice, request, demand or other written communication is to be given or made under this Deed and addressed as follows:

17.1.1 if to the Borough Council marked for the attention of Special Projects Team Leaders, Ipswich Borough Council, Grafton House, 15-17 Russell Road, Ipswich IP1 2DE;

17.1.2 if to the County Council to Endeavour House 8 Russell Road, Ipswich, Suffolk, IP1 2BX marked for the attention of the Executive Director of Growth Highways and Infrastructure; and

17.1.3 if to the Owner to c/o Birketts Solicitors, Providence House, 141-145 Princes St, Ipswich IP1 1QJ marked with reference number CG/341538.2 or as otherwise notified from time to time pursuant to Clause 10.1.

17.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:-

17.2.1 if delivered by hand, the next Working Day after the day of delivery unless the delivery was signed for in which case it shall be the time the delivery was signed for that service will be deemed to have occurred;

17.2.2 if sent by first class post, the day 2 Working Days after the date of posting; or

17.2.3 if sent by recorded delivery, at the time delivery was signed for

and in proving such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate) as the case may be.

17.3 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

17.4 Any notice or other written communication to be given by the Borough Council, or the County Council will be deemed valid and effectual if on its face it is signed on behalf of the Borough Council, or the County Council (as applicable) by an officer or duly authorised signatory.

18. BOROUGH COUNCIL'S AND COUNTY COUNCIL'S LEGAL COSTS

18.1 The Owner agrees that upon completion of this Deed it will pay the Borough Council's reasonable legal costs properly incurred in the negotiation and completion of this Deed.

18.2 The Owner agrees that upon completion of this Deed it will pay the County Council's reasonable legal costs properly incurred in the negotiation and completion of this Deed.

19. VAT

If VAT becomes payable on payments made under this Deed that VAT will be additional to the specified payments and any VAT due will be paid following production of a valid VAT invoice in respect of any vatiable supplies properly incurred under this Deed.

20. INTEREST

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

21. REASONABLENESS

Unless expressly stated otherwise where under this Deed any approval or consent, certificate, direction, authority, agreement, action, expression of satisfaction or response is required to be given by or reached or taken by any party or any response is requested by any such approval or consent, certificate, direction, authority, agreement, action, expression of satisfaction, or response, it will not be unreasonable or unreasonably withheld or delayed and the Parties will act reasonably at all times.