

DATE 11 December 2024

(1) IPSWICH BOROUGH COUNCIL

(2) SUFFOLK COUNTY COUNCIL

(3) FUSION LIFESTYLE

---

Planning Obligation by Deed under Section 106  
of the Town and Country Planning Act 1990

---

relating to

**Land and buildings known as Broomhill Swimming Pool, Sherrington Road, Ipswich  
IP1 4HT**

Ipswich Borough Council  
Grafton House  
15-17 Russell Road  
Ipswich, Suffolk  
IP1 2DE

Ref: 1839140

This deed is made the 11th day of December 2024

**PARTIES:**

- (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**")
- (3) **FUSION LIFESTYLE** incorporated and registered in England and Wales with company number 05324416 whose registered office is at 3 & 4 Blake House Schooner Court, Crossways Business Park, Dartford, England, DA2 6QQ ("**Developer**")

**INTRODUCTION**

- (A) The Borough Council is 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.
- (B) The County Council is the local highway 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 when acting as enforcing authority in accordance with this Deed.
- (C) The Borough Council is the freehold owner of the Site which is registered at HM Land Registry under title number SK282287 subject to a lease in favour of the Developer dated 30 April 2019 which is registered at HM Land Registry under title number SK401233.
- (D) The Developer has submitted the Application and the Borough Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed intended to regulate the Development and to secure the planning obligations contained in this Deed.
- (E) The Borough Council and the County Council are entering into this Deed to the intent that the requirements of the Borough Council's and the County Council's policies are met and that any objections by the Borough Council or the County Council to the grant of planning permission on the basis of those policies are overcome.
- (F) The Parties agree that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (G) The Borough Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).
- (H) Within this deed references to the "Borough Council" are made where the function of the Borough Council acting as local planning authority are concerned and references to the

"Owner" shall mean the Borough Council in its capacity as the freehold owner of the Site where it has obligations to perform to either the Borough Council or the County Council.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**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>Anticipated Commencement of Development Date</b>	the date that the Developer reasonably anticipates they will Commence Development
<b>Application</b>	the Full application for planning permission to develop the Site validated by the Borough Council on 13 February 2024 and bearing the Borough Council's reference number 24/00116/FUL
<b>BCIS Index</b>	the All In Tender Price Index published by the Building Cost Information Service 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 Parties hereto
<b>BCIS Indexed</b>	the increase in any sum referred to in the Second Schedule by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 10 of this Deed
<b>Commencement of Development</b>	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work archaeological investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and lay of services erection of any temporary means of enclosure the temporary display of site notices or advertisements and "Commenced" and "Commence Development" shall be construed accordingly
<b>Completion of Development</b>	the date that the Site is fully developed in accordance with the Planning Permission and the facility is open for public use
<b>Development</b>	the development of the Site in accordance with the Planning Permission.
<b>Late Payment Interest</b>	interest at four (4) per cent above the base lending rate of the Bank of England from time to time.

<b>Planning Permission</b>	the full planning permission subject to conditions as may be granted by the Borough Council pursuant to the Application and subsequent planning permissions for the Development granted pursuant to Section 73 of the Act.
<b>RPI Index Linked</b>	the increase in any sum referred to in this Deed by an amount equivalent to the increase in the RPI Index calculated in accordance with Clause 10 of this Deed.
<b>RPI Index</b>	means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Parties hereto
<b>Site</b>	the land forming part of the land registered with the Land Registry under freehold title number SK282287 and leasehold title number SK401233 and known as Broomhill Swimming Pool, Sherrington Road, Ipswich as shown edged red on the Site Plan.
<b>Site Plan</b>	the plan attached to the First Schedule of this Deed.
<b>Travel Plan Monitoring Contribution</b>	A total of six thousand pounds (£6,000.00) RPI Indexed payable in accordance with paragraph 1 of the Second Schedule.
<b>TRO Contribution</b>	Seventeen thousand five hundred pounds (£17,500.00) BCIS Indexed.
<b>Working Days</b>	Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

## **2. CONSTRUCTION OF THIS DEED**

- 2.1. Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 2.4. Wherever 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 the personal representatives of that party and any party deriving title through or under that party and in the case of the Council and or the County Council the successors to their respective statutory functions
- 2.7. Where this Deed requires a plan or strategy or other document to be submitted to the Borough Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.8. The obligations in this Deed shall not be enforceable against:
- 2.8.1. any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services highways or public transport services; and
- 2.8.2. any mortgagee or any chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver until the mortgagee or any mortgagee or chargee or receiver has entered into possession of the Site or the relevant part thereof or the Development is continued by or at the instigation of a receiver liquidator or other agent appointed by or on behalf of the mortgagee or any chargee or mortgagee in place of the Owner or Developer.
- 2.9. The headings are for reference only and shall not affect construction.
- 2.10. Any covenant by the Owner or the Developer not to do an act or thing shall be deemed to include an obligation not to knowingly permit or suffer such act or thing to be done by another person.
- 2.11. The term "including" shall mean "including, without limitation".

### **3. LEGAL BASIS**

- 3.1. This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2. The covenants restrictions and requirements imposed upon the Owner and the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the County Council as local planning authority against the Owner and the Developer and their successors in title until such time as the Borough Council ceases to have an interest in the Site after which time the planning obligations created under this deed shall be enforceable by the County Council and the Borough Council as local planning authorities.

- 3.3. This Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or their respective successors in title or assigns made under section 106A of the Act.

#### **4. CONDITIONALITY**

- 4.1. This Deed is conditional upon:

4.1.1. the grant of the Planning Permission; and

4.1.2. the Commencement of Development

SAVE FOR the provisions of this clause and clauses 7.3, 7.4, 7.5, 7.6, 7.10, 9, 12, 13, 14, 18, 19 and any other relevant provisions which shall come into effect immediately upon completion of this Deed

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

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

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

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

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

4.3.1. proceedings by way of judicial review are concluded:

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

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

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

4.3.2. proceedings under Section 288 of the Act are concluded:

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

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

## **5. THE DEVELOPER'S AND OWNER'S COVENANTS**

5.1. The Developer and Owner covenant with the County Council as set out in the Second Schedule.

## **6. THE COUNTY COUNCIL'S COVENANTS**

6.1. The County Council covenants with the Developer and the Owner as set out in the Third Schedule.

## **7. MISCELLANEOUS**

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

7.2. The Developer agrees declares and covenants both with the Borough Council and the County Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this agreement and further shall indemnify the Borough Council and the County Council for any expenses or liability arising to the Borough Council and the County Council in respect of breach by the Developer of any obligation contained herein save to the extent that any act or omission of the Borough Council or the County Council its employees or agents has caused or contributed to such expenses or liability.

7.3. The Developer agrees declares and covenants to pay to the Borough Council on completion of this Deed the proper and reasonable legal costs of the Borough Council incurred in the negotiation preparation and execution on or before completion of this Deed.

7.4. The Developer agrees declares and covenants to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution on or before completion of this Deed.

7.5. The Developer further agrees declares and covenants to pay to the County Council four hundred and seventy-six pounds (£476) on or before completion of this Deed towards the costs of reporting and monitoring the obligations contained in this Deed.

- 7.6. No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.7. This Deed shall be registered as a local land charge by the Borough Council.
- 7.8. Where an approval consent or expression of satisfaction or a subsequent deed is required by the Developer from either the Borough Council or the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Borough Council by the Assistant Director of Growth or officer acting under his/her hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure or duly appointed successor or officer acting under his/her hand.
- 7.9. Following the performance and satisfaction of all the obligations contained in this Deed the Borough Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.10. Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.11. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 7.12. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or part 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.
- 7.13. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.14. The Owner and the Developer agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived.
- 7.15. 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 Developer and at no cost to either the Borough Council or the County Council.
- 7.16. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Borough Council or the County Council



under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7.17. The Owner and Developer covenant and warrant to the Borough Council and the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

7.18. The Parties agree that:

7.18.1. Nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and

7.18.2. Nothing in this deed grants planning permission or any other approval, consent, or permission required from the Borough Council or the County Council in the exercise of any other statutory function.

## **8. WAIVER**

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

## **9. CHANGE IN OWNERSHIP**

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

## **10. INDEXATION**

10.1. All sums referred to in the Second Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index or RPI Index (as applicable) from the date hereof until the date on which such sum is payable using the application of the formula  $A = B \times (C/D)$  where:

10.1.1. A is the sum payable under this Deed;

10.1.2. B is the original sum calculated as the sum payable;

10.1.3. C is the BCIS Index or RPI Index (as applicable) for the month two (2) months before the date on which the sum is payable;

10.1.4. D is the BCIS Index or RPI Index (as applicable) for the month two (2) months before the date of this Deed; and

10.1.5. C/D is greater than 1.

## 11. INTEREST

11.1. If any payment due under this Deed is not paid on time Late Payment Interest will be payable from the date payment is due to the date of payment.

## 12. VAT

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

## 13. NOTICES

13.1. Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 13.2.

13.2. The address for any notice or other written communication in the case of each of the Parties to this Deed shall be as follows:

The Borough Council	The Head of Planning and Development (or a duly appointed successor), Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE
The County Council	The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor) Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The Developer	3&4 Blake House, Schooner Court, Crossways Business Park, Dartford, England DA2 6QQ.

13.3. Any notice or other written communication to be given by either the Borough Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Borough Council or the County Council by a duly authorised officer of the Borough Council or the County Council as appropriate.

13.4. The Developer covenants to inform the Borough Council and the County Council by way of written notice within seven (7) Working Days following:

13.4.1. Commencement of Development; and

13.4.2. Completion of Development.

13.5. The Developer covenants to inform the Borough Council and the County Council by way of written notice no less than seven (7) Working Days prior to the Anticipated Commencement of Development Date.

#### **14. DISPUTE RESOLUTION**

14.1. Any dispute or difference of any kind whatsoever arising between any or all of the Parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) which cannot be resolved by prior agreement between the parties to the dispute ("the Dispute Parties") shall be referred to arbitration before a single Expert (the "Expert").

14.2. The Dispute Parties shall jointly appoint the Expert not later than twenty-eight (28) days after service of a request in writing by either Party to do so.

14.3. If the Dispute Parties are unable to agree within twenty-eight (28) days as to the appointment of such Expert then the Expert shall be appointed on the application of any of the Dispute Parties as follows:

14.3.1. if the difference or question relates to the rights and liabilities of any Dispute Party or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society;

14.3.2. if the difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers;

14.3.3. if the difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the Dispute Parties but in default of agreement appointed at the request of any Dispute Party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or

14.3.4. if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the Dispute Parties but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute

14.4. In the event of a reference to arbitration the Dispute Parties agree to:

14.4.1. prosecute any such reference expeditiously; and

14.4.2. do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable.

14.5. The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award.

- 14.6. The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing.
- 14.7. The award shall be final and binding both on the Dispute Parties and on any persons claiming through or under them and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.
- 14.8. Unless this Deed has already been terminated the Parties shall in every case continue to comply with their obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this Clause but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed.
- 14.9. The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief injunction specific performance payment of any sum damages and any other means of enforcing this Deed and consequential and interim orders and relief.

## **15. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED**

- 15.1. Where in the opinion of the Developer any of the provisions of this Deed have been satisfied the Developer shall be entitled to apply to the Borough Council or the County Council for confirmation to that effect and upon the Borough Council or County Council being satisfied that the relevant Deed obligation and covenant as the case may be has been satisfied the Borough Council or the County Council shall forthwith issue confirmation to such effect.

## **16. APPROVALS**

- 16.1. Where any matters are approved by the Borough Council under the terms of this Deed further amendments thereof if approved by the Borough Council shall replace those previously approved.

## **17. COMMUNITY INFRASTRUCTURE LEVY**

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

## **18. JURISDICTION**

- 18.1. This Deed is governed by and interpreted in accordance with the law of England.

## **19. DELIVERY**

- 19.1. 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.

This document has been executed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing the  
Common Seal of **Ipswich Borough**  
**Council** in the presence of:

)  
)  
)



...LAURA HEMMINGS

Authorised Officer

Executed as a Deed by affixing the  
Common Seal of **Suffolk County**  
**Council** in the presence of:

)  
)  
)



Authorised Officer

Executed as a deed by **Fusion Lifestyle**  
acting by



A director in the presence of:

Witness Signature



Name AMY SPITLES

Address ARBOR 255 BLACKFRIARS RD

LONDON SE1 9AX

Occupation LEGAL SECRETARY

## **FIRST SCHEDULE**

The Land shown for identification purposes edged red in the Site Plan comprising the Owners land and being part of the land registered with the Land Registry under freehold title number SK282287 and leasehold title number SK401233 known as Broomhill Swimming Pool, Sherrington Road, Ipswich.

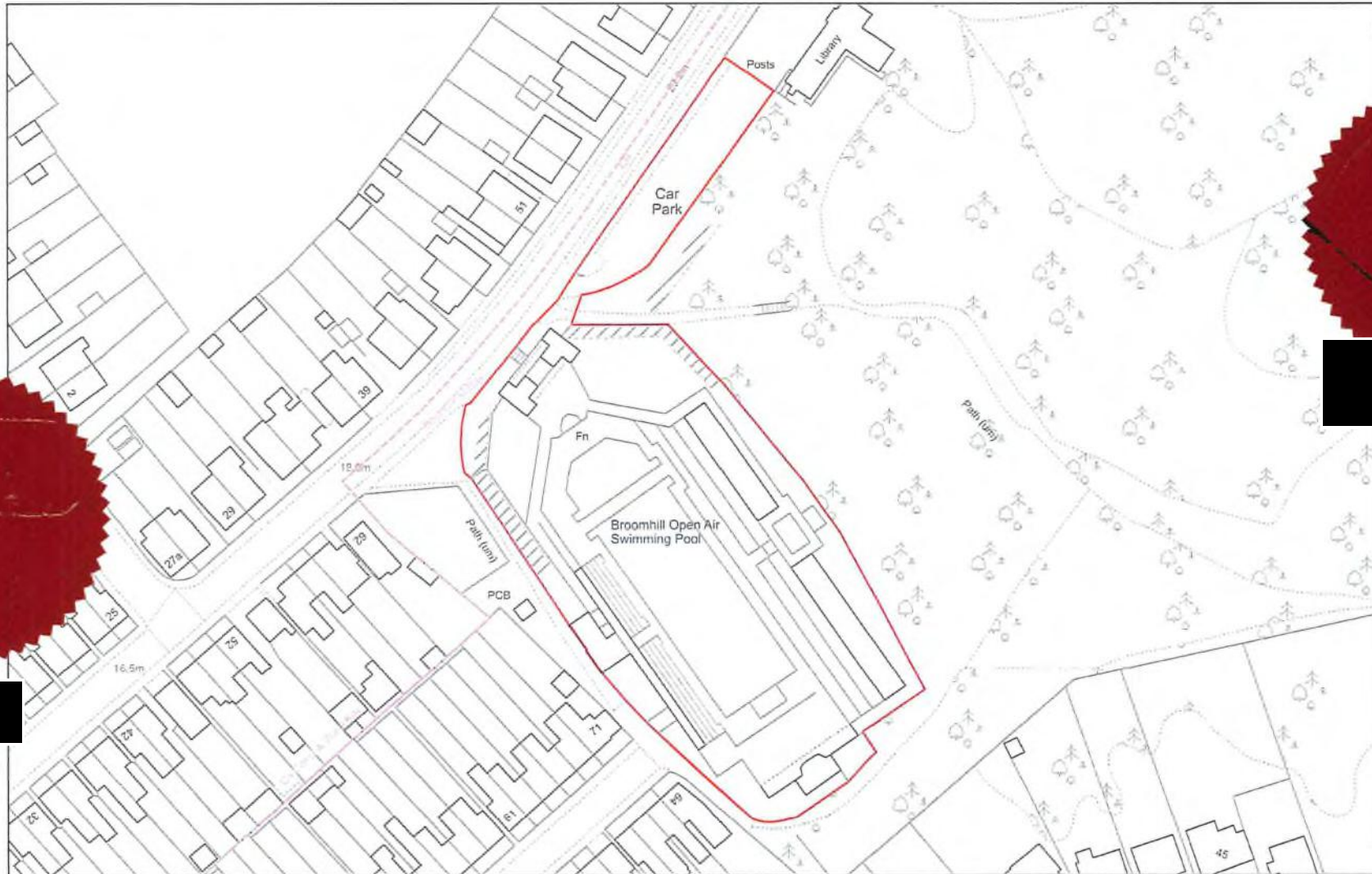
## **SITE PLAN**

# Location Plan

Site Address: Broom Hill Swimming Pool, Sherrington Road, Ipswich, IP1 4HT

Date Produced: 12-Feb-2024

Scale: 1:1250 @A4



Planning Portal Reference: PP-12664139v1



Metres

## **SECOND SCHEDULE**

### **THE DEVELOPER AND OWNER COVENANT WITH THE COUNTY COUNCIL**

#### **1 TRAVEL PLAN MONITORING CONTRIBUTION**

- 1.1 To pay to the County Council the Travel Plan Monitoring Contribution annually in five equal instalments of one thousand two hundred pounds (£1,200.00) (subject to RPI indexation) with the first payment being made on the date of this agreement and with each subsequent payment being made on the first, second, third and fourth anniversaries of the date of this agreement.

#### **2 TRO CONTRIBUTIONS**

- 2.1 To pay to the County Council the TRO Contribution prior to the Commencement of Development.
- 2.2 Not to Commence or permit Commencement of Development until the TRO Contribution has all been paid to the County Council.



### **THIRD SCHEDULE**

#### **THE COUNTY COUNCIL COVENANTS WITH THE DEVELOPER AND THE OWNER:**

##### **1 TRAVEL PLAN MONITORING CONTRIBUTION**

- 1.1 To use the Travel Plan Monitoring Contribution towards monitoring compliance with and achievement of targets under the travel plan approved by the County Council under the Planning Permission.

##### **2 TRO CONTRIBUTION**

- 2.1 The County Council covenants to use the TRO Contribution only towards the provision of a traffic regulation order and physical works for parking restrictions on roads adjacent to the Development to include all legal costs, administrative costs, officer time, works costs and all other ancillary costs related to the provision of the order and works.
- 2.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of Completion of Development within a further period of one (1) year pay to any person such amount of the TRO Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the TRO Contribution, such payment to be made within twenty eight (28) Working Days of such request.

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



**To:** Mr W Ludkin  
KLH Architects Ltd  
The Old Steelyard  
Poplar Lane  
Sproughton  
IPSWICH  
IP8 3HL

**Agent for:** Fusion Lifestyle

Application Reference: IP/24/00116/FUL

---

**GRANT OF FULL PLANNING PERMISSION**

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

*Renovation of Broomhill Lido and associated works/additions including; pool repair, additional fitness suite building following partial demolition of existing changing areas, restoring of kiosk, below ground changing areas, grandstand, buffet building and improved access, parking and refuse management.*

at: Broom Hill Swimming Pool Sherrington Road Ipswich Suffolk IP1 4HT

in accordance with your application reference: IP/24/00116/FUL received 12.02.2024.

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

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

1. The development shall be carried out in accordance with the details shown on the following submitted drawings, and the requirements of any succeeding conditions:  
06022.00-3010-P01 - SP-Proposed Site Section  
06022.00-0310-T02 - SP-Proposed Site Block Plan  
06022.00-1091-P01 - GB-Proposed GA Plans  
06022.00-1090-P02 - GB-Proposed GA Plans  
06022.00-1071-P01 - BB-Proposed GA Roof Plan  
06022.00-1070-P01 - BB-Proposed GA Plan  
06022.00-1035-P01 - KB-Proposed GA Roof Plan  
06022.00-1030-P01 - KB-Proposed GA Ground Floor Plan  
06022.00-1016-P01 - NB-Proposed GA Roof Plan  
06022.00-1013-P01 - NB-Proposed First Floor Plan  
06022.00-1010-P01 - NB-Proposed GA Ground Floor Plan  
06022.00-2011-P01 - NB-Proposed GA Elevations  
06022.00-2010-P01 - NB-Proposed GA Elevations  
06022.00-2090-P01 - GB-Proposed GA Elevations

06022.00-2030-P01 - KB-Proposed GA Elevations  
06022.00-2070-P02 - BB-Proposed GA Elevations  
06022.00-5091-P01 - Window Schedule/Elevations/Details  
06022.00-5090-P01 - Door Schedule  
06022.00-5071-P01 - Window Elevations  
06022.00-5070-P01 - Door Schedule, Elevation and details  
06022.00-5031-P01 - Window Schedule and Elevations  
06022.00-5030-P01 - Door Schedule, Elevations and details  
06022.00-5300-P01 - KB-Clock Tower Details  
06022.00-5310-P01 - External Guarding Details  
06022.00-KLH-ZZ-ZZ-DR-A-4220 P01 - SP-Carpark Tracking Plan  
06022.00-KLH-XX-XX-DR-A-0320 P01 - Highway Improvements Block Plans  
06022.00-KLH-XX-XX-DR-A-0321 P01 - Highway Improvements Construction Details  
MLM drawing numbered sheet no. 11618/103  
MLM drawing numbered sheet no. 11618/104  
MLM drawing numbered 105  
MLM drawing numbered 109  
MLM drawing numbered sheet no. 11618/110

2. Prior to commencement of specified works as outlined below, the details shall be submitted to and agreed in writing with the Local Planning Authority before being carried out and thereafter implemented in the approved manner prior to first occupation:
  - (i) - External materials including fenestration;
  - (ii) - Hard and Soft landscaping scheme including external surfacing;
  - (iii) - Refuse/recycle details and locations including presentation area;
  - (iv) - Lighting columns and light spill details;
  - (v) - Cycle storage details including lighting and CCTV coverage/signage;
  - (vi) - Ecological enhancements;
  - (vii) - Waterproofing/ anti-carbonation coating;
  - (viii) - New paving and colours;
  - (ix) - Details of Wicksteed Diving Stage and management of ladders;
  - (x) - Details of new clock tower including materials;
  - (xi) - Details of new windows and frames including materials;
  - (xii) - Details of ramp and railings;
  - (xiii) - Details of pool covers and locations.
  
3. No development shall take place until details for the protection of retained trees has been approved in writing by the Local Planning Authority. The details shall include:-
  - (a) Details of an Arboricultural Monitoring Scheme.
  - (b) Details of tree protection plan.Development shall only be carried out in accordance with the approved details. All tree works shall be carried out in accordance with BS3998 (2010) 'Recommendations for Tree Works' and approved tree protection barriers must be erected prior to commencement of development and thereafter remain in place and undamaged for the duration of development.
  
4. No development above slab level shall take place in relation to the well-being centre until such time as the following details have been submitted to and agreed in writing with the Local Planning Authority. The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the development is first occupied and retained as such: -
  - (i) - Details of a tree replacement mitigation plan including timing of replanting.All planting comprised in the approved details of landscaping shall be carried out in the first planting seasons following the occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, and any trees which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species,

unless the Local Planning Authority gives written consent to any variation.

5. No development of the approved well-being centre building shall be commenced until a surface water management strategy has been submitted to and approved in writing by the Local Planning Authority. No hard-standing areas to be constructed until the works have been carried out in accordance with the strategy. Development shall only be carried out in accordance with the approved details.
6. The Rating Level of plant noise associated with the site must not exceed the following levels:  
07:00hrs to 23:00hrs 51dB LAR  
23:00hrs to 07:00hrs 38dB LAR  
As measured or calculated 1m from the façade of any dwelling.
7. No development shall take place until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority. The scheme of investigation shall include an assessment of significance and research questions; and:
  - a. The programme and methodology of site investigation and recording
  - b. The programme for post investigation assessment
  - c. Provision to be made for analysis of the site investigation and recording
  - d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
  - e. Provision to be made for archive deposition of the analysis and records of the site investigation
  - f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
  - g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.
8. No works to the buildings shall commence, until the lido has been recorded to Level 2 as set out in Historic England's document Understanding Historic Buildings: A Guide to Good Recording Practice 2016. A copy of this record shall be submitted to SCCAS for approval, following approval of the report a copy shall be deposited with the Suffolk Historic Environment Record, Suffolk County Council Archaeological Service, Bury Resource Centre, Hollow Road, Bury St Edmunds, IP32 7AY. A copy of this record shall also be submitted to Ipswich Borough Council along with confirmation of submission to Suffolk Historic Environment Record.
9. The development shall be undertaken in accordance with the Air Quality Assessment submitted with the application.
10. Prior to occupation of the well-being centre or the substantial completion of the development, whichever is the sooner, details of a sustainable access strategy shall be submitted to and approved in writing with the Local Planning Authority. The agreed details shall thereafter be implemented in their entirety and annually reviewed.
11. No other part of the development hereby permitted shall be occupied until the existing vehicular access has been improved as indicatively shown within Drawing No. 667820-MLM-ZZ-XX-DR-C-0120 Rev. P03; and with a minimum entrance width of 5 metres from the nearside edge of the carriageway and made available for use. Thereafter the access shall be retained in the specified form.
12. Prior to the development hereby permitted being first occupied, the improved vehicular access and parking area shall be properly surfaced with a bound material in its entirety, in accordance with details that shall have previously been submitted to and approved in writing by the Local Planning Authority.

13. 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 including any system to dispose of the water. 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.
14. The use shall not commence until the area(s) within the site shown in Drawing No. 667820-MLM-ZZ-XX-DR-C-0120 Rev. P03 for the purposes of manoeuvring and parking of vehicles, including electric vehicle charging infrastructure, has been provided, and thereafter, that area(s) shall be retained and used for no other purposes.
15. Before the development is commenced, details of electric vehicle charging infrastructure 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.
16. The use shall not commence until the area(s) within the site shown in Drawing No.06022.00-KLH-ZZ-ZZ-DR-A-0310 Rev. T02 for the purposes of secure cycle storage has been provided, and thereafter, the area(s) shall be retained, maintained, and used for no other purposes.
17. Occupancy rate surveys of the car park and streets within 450 metres of the site (Parking Stress Surveys) shall be undertaken and provided to the Local Planning Authority Council within six months of the opening of the Lido. The survey dates and times are to be agreed with the Local Planning Authority.
18. No part of the development shall be commenced until a photographic condition survey of the highway fronting and near to the site has been submitted to and approved in writing by the Local Planning Authority.
19. Before the development hereby permitted is commenced a Demolition and 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) Parking and turning for vehicles of site personnel, operatives and visitors;
  - b) Loading and unloading of plant and materials;
  - c) Piling techniques (if applicable);
  - d) Storage of plant and materials;
  - e) Provision and use of wheel washing facilities;
  - f) Programme of site and all associated works such as utilities including details of traffic management necessary to undertake these works;
  - g) Site working and delivery times;
  - h) A communications plan to inform local residents of the program of works;
  - i) Provision of boundary hoarding and lighting;
  - j) Details of proposed means of dust suppression;
  - k) Details of measures to prevent mud from vehicles leaving the site during construction;
  - l) Haul routes for construction traffic on the highway network;
  - m) Monitoring and review mechanisms;
  - n) Details of deliveries times to the site during construction phase and;
  - o) Layout of facilities above to be included on a plan.
20. No part of the development shall be commenced until details of the proposed off-site directional signage scheme have been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be laid out and constructed in its entirety prior to

occupation.

21. No part of the development shall be commenced until details of the proposed off-site highway improvements indicatively shown on Drawing No. 06022.00-KLH-XX-XX-DR-A-0320 Rev. P01 have been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be laid out and constructed in its entirety prior to occupation.
22. Prior to the occupation of the development, the South-East bound bus stop on Norwich Road (opposite Nissan Vehicle Dealership) shall be improved by upgrading the Real-Time Passenger Information screen details which shall have been submitted to and approved in writing by the Local Planning Authority.
23. No development above ground floor slab level of any part of the development hereby permitted shall take place until the travel arrangements to and from the site for employees, visitors and customers, in the form of a Travel Plan written in accordance with the Suffolk Travel Plan Guidance's and mitigation measures identified in the submitted Transport Assessment/Technical Note dated January 2024 shall be submitted for the approval in writing by the local planning authority in consultation with the highway authority. The development shall not become operational until the Travel Plan has been agreed. The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter adhered to in accordance with the approved Travel Plan.

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

1. For the avoidance of doubt and in the interests of proper planning.
2. The condition is necessary to ensure the functional layout of the development is satisfactory, the visual amenity of the area is safeguarded, and to promote the use of sustainable transport modes and biodiversity improvements, as well as to safeguard the historic and architectural interest of the building.
3. In the interests of protecting the integrity of important retained trees within and in close proximity of the development site.
4. The condition is necessary to ensure the visual amenity of the area is safeguarded, and the new development responds to the character of the area.
5. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.
6. To protect the amenities of occupants of nearby residential properties from undue noise disturbance.
7. To ensure the proper and timely investigation, recording, reporting and presentation of the heritage asset affected by this development, in accordance with Policy DM13 of Ipswich Borough Council Core Strategy & Policies Development Plan (2022) and the National Planning Policy Framework (2023).
8. To ensure the proper and timely investigation, recording, reporting and presentation of the heritage asset affected by this development, in accordance with Policy DM13 of Ipswich Borough Council Core Strategy & Policies Development Plan (2022) and the National Planning Policy Framework (2023).
9. In the interests of future and existing residential amenity.

10. In the interests of achieving sustainable development by providing members of the public up to date information on public transport services to and from the site.
11. To ensure that the layout of the existing access is improved to an appropriate specification at an appropriate time in the interests of the safety of persons using the access and users of the highway.
12. To ensure construction of a satisfactory access and to avoid unacceptable safety risks arising from materials deposited on the highway from the development.
13. To prevent hazards caused by flowing water or ice on the highway. This is a pre-commencement condition because insufficient details have been submitted at planning stage.
14. To ensure that sufficient space for the on-site parking of vehicles is provided and maintained to ensure the provision of adequate on-site space for the parking and manoeuvring of vehicles where on-street parking and manoeuvring would be detrimental to highway safety to users of the highway and promote sustainable modes of travel.
15. To ensure the provision of charging infrastructure for electric vehicles in accordance with Suffolk Guidance for Parking (2023).
16. To ensure that sufficient areas for secure cycle storage are provided in accordance with Suffolk Guidance for Parking (2023) to promote sustainable travel.
17. To provide information to assist with the prevention or mitigation of hazards caused by waiting vehicles and avoidance of traffic congestion and potential reversing manoeuvres within the public highway.
18. In the interest of highway safety, to ensure that damage to the highway as a result of the development is repaired at the developer's cost and satisfactory access is maintained for the safety of residents and the public. This is a pre-commencement condition because the required survey must be carried out before any development takes place.
19. 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.
20. To ensure that the necessary highway improvements are designed and constructed to an appropriate specification and made available for use at an appropriate time.
21. To ensure that the necessary highway improvements are designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety and sustainable travel.
22. To promote and facilitate access to sustainable transport modes.
23. In the interest of sustainable development as set out in the NPPF, and relevant LPA Policies.

## **INFORMATIVES**

1. PLEASE NOTE that this permission contains a condition precedent that requires details to be agreed and/or activity to be undertaken either before you commence the development or before you occupy the development. **\*\*This is of critical importance\*\***. If you do not comply with the

condition precedent you may invalidate this planning permission. \*\*Please pay particular attention to these requirements\*\*.

2. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
3. You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: [building.control@ipswich.gov.uk](mailto:building.control@ipswich.gov.uk) or on telephone number: 01473 432951.
4. There is now a planning fee payable for applications in writing to discharge planning permission conditions. The rates as prescribed by Central Government are £145 for each written request.
5. Ipswich Borough Council supports the use of emergency sprinkler systems in all new buildings.
6. The applicant's attention is drawn to the comments received from Suffolk Constabulary relating to issues of 'secured by design'. Those comments are available to view on the planning pages of the Council's website [www.ipswich.gov.uk](http://www.ipswich.gov.uk)
7. SCC Highways Informative:

Condition 15 - As per Suffolk Guidance for Parking (2023), a minimum of 15% of all parking spaces to be fitted with a charging system, with an additional 15% of parking spaces with the infrastructure in place for future connectivity.

Condition 21 - Whilst it is acknowledged that the crossing points will be provided/improved, there may be an issue with the crossing points being positioned on the radii of each junction point; therefore, amendments to the design are likely to be required at the Highway agreement/approval stage.

Condition 22 - The applicant should contact Suffolk County Council's Passenger Transport team for their approved suppliers on bus stop infrastructure within Suffolk.

Condition 23 - The Travel Plan and Employee Travel Pack should be produced in accordance with Suffolk County Council's Travel Plan Guidance:

[www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/travel-plans/information-for-developers](http://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/travel-plans/information-for-developers)

As Suffolk County Council (as Highway Authority) have been identified as a key stakeholder in the Travel Plan process, a £1,200 per annum Travel Plan Evaluation and Support Contribution may be requested and made payable to the council to cover resources for any discretionary work the local planning authority or highway authority must undertake with the Travel Plan in accordance with Section 93 of the 2003 Local Government Act and Section 3 of the 2011 Localism Act.

Travel Plan Comments:

The Travel Plan has been reviewed by the relevant team in Suffolk County Council, and the following comments have been provided for sharing with the developers. It is recommended that an amended Interim Travel Plan and Travel pack be submitted addressing these comments:

1. Travel Plan should have an overarching aim and different objectives to meet the aim. Section 5.2.1: The set overarching objective can be the aim of the travel plan and the sub objectives can be objectives that would help to achieve the aim.
2. Try breaking the 5-year target into short-term targets. It would help to measure the progress of



the travel plan each year. Say 5% increase in 2 years. One of the initiatives should be annual monitoring based.

3. With the forecast of 475 visitors per day which would generate quite a lot of trips with a probability of it being a car trip considering that 59% are already through driving a car - how will the Travel Plan reduce the rate of visitors driving to the centre?
4. Existing transport issues or barriers to sustainable travelling should be identified in the Travel Plan. What are the key points from transport assessment? It is noted the planning application is submitted without a transport assessment; it just includes parking assessment.
5. Section 7.2.3: The idea of providing vouchers to staff is ideal to get them into more sustainable and active travelling.
6. Travel Plan events can be conducted annually to promote and market sustainable travel to both staff and visitors.
7. A guaranteed lift back home should be made available from the beginning to all those who are willing to car share. It would enable to build trust and ensure safety. Provision of vouchers can also be included into remedial measures.
8. Master Plan only indicates 30 cycle parking spaces where else the Travel Plan refers to 40 numbers.
9. Appendix C - The attached map does not have any indication of bus route or stops other than the bus lane. It is Ipswich Cycling map.
10. Please detail out the action plan to explain what measures will be taken to achieve each objective and targets.
  - Can include details like when the Bicycle User Group for staff will be in place.
  - How often will the training be provided or any of the staffs can request for one; will it be promoted through the travel pack?
11. Travel Plan have no reference to The Way to Go Suffolk or Suffolk on Board website which gives relevant information to support walking/wheeling/cycling and public transportation, respectively.
12. Travel pack should be submitted along with the Interim Travel Plan.

It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority.

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 improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing. For further information please visit:

<https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development/advice/application-for-works-licence/>

Public Utility apparatus may be affected by this proposal. The appropriate utility service should be contacted to reach agreement on any necessary alterations which have to be carried out at the expense of the developer.

#### 8. Anglian Water Informatives:

Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.

Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991.

Contact Development Services Team 0345 606 6087.

Protection of existing assets - A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water.

Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087.

The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.

An application to discharge trade effluent must be made to Anglian Water and must have been obtained before any discharge of trade effluent can be made to the public sewer.

Anglian Water recommends that petrol / oil interceptors be fitted in all car parking/washing/repair facilities. Failure to enforce the effective use of such facilities could result in pollution of the local watercourse and may constitute an offence.

Anglian Water also recommends the installation of a properly maintained fat traps on all catering establishments.

Failure to do so may result in this and other properties suffering blocked drains, sewage flooding and consequential environmental and amenity impact and may also constitute an offence under section 111 of the Water Industry Act 1991.

#### 9. SCC Archaeological Service Informative:

The submitted scheme of archaeological investigation shall be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service, Conservation Team.

#### 10. SCC Fire and Rescue Informative:

##### Access and Fire Fighting Facilities

Access to buildings for fire appliances and firefighters must meet with the requirements specified in Building Regulations Approved Document B, (Fire Safety), 2019 Edition, Volume 1 - Part B5, Section 11 dwelling houses, and, similarly, Volume 2, Part B5, Sections 16 and 17 in the case of buildings other than dwelling houses. These requirements may be satisfied with other equivalent standards relating to access for fire fighting, in which case those standards should be quoted in correspondence. Suffolk Fire and Rescue Service also requires a minimum carrying capacity for hard standing for pumping/high reach appliances of 15/26 tonnes, not 12.5 tonnes as detailed in the Building Regulations 2000 Approved Document B, 2019 Edition.

##### Water Supplies

Suffolk Fire and Rescue Authority recommends the use of an existing area of open water as an emergency water supply (EWS). Criteria appertaining to Fire and Rescue Authority requirements for siting and access are available on request from the above address. Suffolk Fire and Rescue Service recommends that proper consideration be given to the potential life safety, economic, environmental and social benefits derived from the provision of an automatic fire sprinkler system. (Please see sprinkler information enclosed with this letter).

Consultation should be made with the Water Authorities to determine flow rates in all cases.

Should you need any further advice or information on access and fire fighting facilities, you are advised to contact your local Building Control or appoint Approved Inspector in the first instance. For further advice and information regarding water supplies, please contact the

Water Officer at the above headquarters.

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

1. Core Strategy and Policies DPD (2022)

Policies CS4 - Protecting our Assets; CS5 - Improving Accessibility; DM1 - Sustainable Construction; DM2 - Decentralised Renewable or Low Carbon Energy; DM3 - Air Quality; DM4 - Development and Flood Risk; DM5 - Protection of Open Spaces, Sports and Recreation Facilities; DM8 - The Natural Environment; DM9 - Protection of Trees and Hedgerows; DM10 - Green and Blue Corridors; DM12 - Design and Character; DM13 - Built Heritage and Conservation; DM18 - Amenity; DM21 - Transport and Access in New Developments; DM22 - Car and Cycle Parking in New Development; DM24 - Protection and Provision of Community Facilities

Other Planning Guidance

- Development and Flood Risk SPD (July 2022)
- Low Emissions SPD (December 2021)
- Ipswich Urban Character Studies SPD (July 2019)
- Development and Archaeology SPD (November 2018)
- Cycling Strategy SPD (July 2016)
- Space and Design Guidelines SPD (November 2015)

**Dated:**

**Signed:**

James Mann MRTPI  
Head of Planning and Development  
Grafton House  
15 -17 Russell Road  
Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

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

**NOTES**

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this notice.
3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within; 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
4. Notice of appeal relating to Advertising Consent must be served within 8 weeks of the date of this decision notice. Appeal notices, relating to refusal, for Householder and Minor Commercial applications must be served within 12 weeks. In all other cases, the notice of appeal must be served

within 6 months. Definition of a Minor Commercial application can be found here:- <https://www.gov.uk/government/publications/planning-appeals-procedural-guide/procedural-guide-e-planning-appeals-england>

5. Appeals can be made online at [www.gov.uk/planning-inspectorate](http://www.gov.uk/planning-inspectorate) Alternatively, a paper appeal form can be requested by calling the Planning Inspectorate on 0303 444 5000.
6. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
7. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
8. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
9. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
10. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

In making this decision the Council has positively addressed the National Planning Policy Framework 2023.