

Contact: David Kemp
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Your Ref:
Our Ref:

Date: 5 April 2019

Liz Clark, Operations Section Head
Burgess Hill Town Council
96 Church Walk
Burgess Hill
West Sussex, RH15 9AS

Dear Ms Clark

**Land at Marle Place, Burgess Hill : Interpretation Panel
To commemorate Wyberlye Ladies Convalescent Home: Sanctuary to refugee Jewish
Girls during World War II**

I write to confirm that Mid Sussex District Council ("MSDC") hereby known as the **Licensors** is willing to grant Burgess Hill Town Council, hereby known as the **Licensee** access onto MSDC Property to erect and maintain an interpretation panel by way of this letter, effective only upon acceptance of the terms as follows:

| | |
|--------------------|--|
| Licensee | Burgess Hill Town Council 96 Church Walk Burgess Hill West Sussex, RH15 9AS |
| Licensors | Mid Sussex District Council ("MSDC") Oaklands Road Haywards Heath West Sussex RH16 1SS |
| Property | Lectern panel indicated by the red circle on the attached plan |
| Purpose of licence | To permit the Licensee to install the lectern panel, further details of which are set out below |
| Licence Fee | One peppercorn per annum in advance (if demanded). |

1. MSDC gives to the Licensee permission to install and maintain the lectern panel.
2. This Licence is personal to the Licensee and may not be exercised by any person other than the Licensee.
3. Licensee is granted access ON FOOT ONLY to the property for one year commencing on 1 May 2019 and thereafter from year to year subject to determination by either party on no less that 1 month's prior written notice (unless in cases of emergency no notice will be required).

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4. The Licensee shall comply with all rules and regulations relating to the occupation and use of the gardens.
5. Licensee to comply in all respects with the provisions of all and any laws, acts of parliament, requisite consents, statutory instruments, regulations, bye-laws, statutory directions, orders, licences, permissions and notices and all lawful requirements of the relevant local or appropriate authorities and all competent authorities and any other obligations imposed by law applicable to the site and activity to be undertaken.
6. Licensee to indemnify and keep indemnified the Council against all costs claims charges and expenses which may arise or be made against them as a result of the exercising of this Licence by the Licensee and which is not attributable to the negligence of the Council their respective agents officers or servants and to maintain an appropriate Public Liability Insurance Policy providing for payment in a sum of not less than £5,000,000 in respect of any one claim and to produce to the Council on demand evidence that such insurance is in force.
7. All works are to be carried out in a good and workmanlike manner with good quality materials, and thereafter the panel shall be kept clean and tidy and in a safe condition.
8. No alteration to the content and graphics of the panel (as set out below) are to be made without the Council's prior consent.
9. Without prejudice to the clauses above, licensee not to cause any nuisance to the occupants, owners, users and the public associated with their use of the Property.
10. Any damage caused to the Property shall be reinstated to the reasonable satisfaction of the Licensor.
11. Licensee shall be liable for any current or future business rates or other similar tax or liability in relation to the Property.
12. For the avoidance of doubt, nothing contained or implied in this letter shall be deemed to grant the Licensee exclusive occupation or any rights in or over the Property for any purpose other than for the installation and maintenance of the panel.
13. Consent to be granted once the counterpart of this letter has been signed, dated and sent back to MSDC to confirm that the above terms have been agreed with.

Should the above terms meet with your agreement, I would be grateful if you could sign on the back page, and return the two enclosed copies of this letter as confirmation of your agreement and acceptance of the terms and conditions of this Licence, whereupon the Council will send out its own copy duly signed, for retention by Burgess Hill Town Council.

Please do not hesitate to contact me if you have any queries or wish to discuss further.

Yours sincerely

PP. *Sarrah Durber*

SARAH DURBER

David Kemp BSc (Hons); MRICS; IRRV(Hons);
Consultant Estates Surveyor

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Burgess Hill Town Council is in agreement with these Terms

I, _____, for and on behalf of Burgess Hill Town Council accept and agree to comply with the terms and conditions of this letter licence and confirm that I am duly authorised by Burgess Hill Town Council to sign this Licence on its behalf .

Signature _____

Print name _____

Position _____

Mid Sussex Town Council is in agreement with these Terms

Signature _____

Print name _____

Position _____

Date _____

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