**Dated 2020**

BURGESS hill town council (1)

and

[ ] (2)

|  |
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| **LICENCE TO CARRY OUT WORKS**  **at Ockley Lane, Hassocks** |

**THIS LICENCE** is made on the 2020 between:

(1) **BURGESS HILL TOWN COUNCIL** of [ ] (**"Town Council"**); and

(2) [ ] (company number [ ]) whose registered office is at [ ] (**"Developer"**)

# Definitions and Interpretation

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

## Definitions

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| --- | --- |
| **CDM Regulations** | 1. the Construction (Design and Management) Regulations 2015 (SI 2015/51); |
| **Completion Date** | 1. the date on which the Works are completed in accordance with this licence; |
| **Consents** | 1. any consent, approval, licence or permission of the local planning authority, any other competent authority needed for the Works |
| **Developer Property** | 1. the [define by reference to a plan] |
| **Legal Requirement** | any requirement from time to time imposed by any statute, statutory instrument, EU directive, code of practice, regulation, bye-law, order, rule or other instrument including (without limitation) those of any local or other competent authority irrespective of the person on whom the requirement is imposed; |
| **Planning Agreement** | made between [ ] (1) and [ ] (2) and [ ] (3) dated [ ] |
| **Planning Permission** | the planning permission in respect of the Developer Property dated [ ] with planning reference [ ] |
| **Plans [1,2 and 3]** | the plans annexed and so numbered being [Drawing No ITB11335-GA-031 ] |
| **Town Council Property** | [define by reference to a plan] |
| **Works** | 1. [Construction of new 3.0m Bridleway at Batchelors Farm, Burgess Hill (including any upgrade of Footpath 60 to bridleway status) between the southern boundary of Batchelors farm and Bridleways 19a BH and 18NH at the north west corner of Batchelors farm as shown in drawing ITB11335 -GA-031 ] |

## Any licence, approval, consent or permission required under or referred to in this licence must be in writing and signed by or on behalf of the person giving it.

## An obligation to do something is satisfied by procuring that a third party does it and an obligation not to do something includes an obligation not to permit a third party to do it and for the avoidance of doubt either party may specify that the Works can be undertaken by a third party on their behalf.

## If a party is more than one person the obligations and liabilities of those persons are joint and several.

## References to a person include a corporate or unincorporated body.

## Words importing one gender include any other gender and words importing the singular include the plural (and vice versa).

## Headings do not affect interpretation.

## Any reference to Town Council Property and Developer Property includes their respective successors in title.

# Background

## The Developer owns land at Ockley Lane, Hassocks and the Town Council owns land at Burgess Hill.

## The parties recognise that for the implementation of the Planning Permission and in compliance with the Planning Agreement the Developer is required to carry out works to the Town Council Property to provide a new bridleway which connects Hassocks with Burgess Hill.

## The parties have agreed to enter into this licence to permit the Developer (or such third parties as the Developer may nominate on its behalf) to undertake the Works and to enter onto the Town Council's Property for that purpose.

# NOTICE

At any time after the date of this licence the Developer may serve notice in writing on the Town Council that it wishes to undertake the Works or to procure that a third party undertakes the Works.

# Consent to Works

## Where the Developer serves notice pursuant to clause 3 the Town Council consents to the Developer (or a nominated third party) entering on the Town Council Property at all times with plant, machinery, tools and equipment reasonably required by the Developer to carry out and complete the Works until such Works are completed in accordance with the Consents.

## The Town Council shall on request by the Developer following service of the notice pursuant to clause 3 and prior to completion of the Works enter into any public path creation agreement under section 25 of the Highways Act 1980 (or such other statutory power as may be appropriate) in order to give effect to the dedication of the bridleway which is to be constructed as part of carrying out the Works

# Covenants in respect of THE Works

The Developer covenants with the Town Council as set out in this clause.

## Before starting the Works the Developer must:

### obtain all Consents;

### (if applicable) act as client in relation to the Works for the purposes of the CDM Regulations :

#### comply with all relevant obligations under the CDM Regulations;

#### if the Works are notifiable under the CDM Regulations:

##### (without limiting clause 5.1(b)(i)) appoint and retain for the duration of the construction phase of the Works a competent CDM co-ordinator and a competent principal contractor in accordance with the CDM Regulations save where the Works commence after the coming into force of the CDM Regulation 2015 when a Competent Principal Designer will be appointed; and

##### supply to the Town Council a copy of the construction phase plan as defined in the CDM Regulations;

### give to the Town Council at least 10 days’ written notice of its intention to start the Works.

## The Developer must carry out and complete the Works in their entirety:

### in a good and workmanlike manner using new, good and satisfactory materials fit for their respective purposes and in accordance with:

#### the Plans;

#### the Consents;

#### all relevant Legal Requirements including where applicable (without limitation) CDM Regulations;

#### any relevant insurers’ requirements;

#### the other terms of this licence;

### with all due diligence.

## While the Works are being carried out the Developer must:

### allow the Town Council and its surveyor to inspect the Works at all reasonable times;

### minimise so far as possible any inconvenience or disturbance caused to the Town Council or the owners or occupiers of any adjoining or neighbouring property and not infringe any right, covenant or other entitlement enjoyed over the Town Council Property;

### not damage or make unsafe any adjoining or neighbouring property

## On completion of the Works the Developer must promptly:

### notify the Town Council in writing;

### provide to the Town Council drawings showing the completed Works;

### (where applicable) provide to the Town Council a copy of the relevant health and safety file as defined in the CDM Regulations.

## The Developer must also:

### make good immediately any damage to any adjoining or neighbouring property caused in the course of the Works;

### indemnify the Town Council against all losses, damages, costs and expenses resulting from:

#### any breach of the Developer's obligations in this licence; or

#### the Works being carried out

including (without limitation) the death of or injury to any person, damage to any property or the infringement of any rights.

# COMPLETION OF WORKS

Following completion of the Works the Developer and the Town Council shall each ensure that the Works are maintained on their respective properties

# RESTRICTON ON TITLE

## On or after the date of this Licence the Developer may apply to the Land Registry to note a restriction in the proprietorship register to the Town Council's title to the Town Council's Property, such restriction being worded as follows:

*"No disposition of the registered estate by the registered proprietor of the estate is to be registered without a certificate signed by a conveyancer that the provisions of clause [ ] of an agreement dated [being the date of this agreement] and made between [being the parties to this agreement] have been complied with"*

## The Town Council covenants with the Developer that on any disposal of the Town Council's Property of the whole or any part of the Town Council's Property the Town Council will procure that the dispone of the same shall give a direct covenant in favour of the Developer to be bound by the terms of this licence from and including the date of the disposition in such form as is approved by the Developer (such approval not to be unreasonably withheld or delayed)

# COST OF WORKS

## The Developer shall be solely responsible for the cost of the Works and the Town Council shall be under no obligation to pay towards or a make a contribution towards any such costs incurred by the Developer.

# Contracts (Rights of Third Parties) Act 1999

## The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.

**THIS DOCUMENT** has been executed as a deed but is not delivered until the date stated at the head of the Particulars.

Annexure

[Plans 1, 2 and 3]

|  |  |
| --- | --- |
| Executed as a deed by **BURGESS HILL TOWN COUNCIL** acting by [ ] , in the presence of:  Witness sign  Witness Name  Witness Address      Witness occupation | .......................................  SIGNATURE OF AUTHORISED SIGNATORY |

|  |  |
| --- | --- |
| Executed as a deed by [**DEVELOPER]** acting by [ ], in the presence of:  Witness sign  Witness Name  Witness Address      Witness occupation | .......................................  SIGNATURE OF [ ] |