

DRAFT DATED 3 APRIL 2018

DATED

2018

MID SUSSEX DISTRICT COUNCIL (1)

and

BURGESS HILL TOWN COUNCIL (2)

LICENCE AGREEMENT

Relating to the display of
Signs and Information Boards at
several sites at The Green Circle Burgess Hill West Sussex

Tom Clark
Solicitor to the Council
Mid Sussex District Council,
"Oaklands" Oaklands Road,
Haywards Heath,
West Sussex
RH16 1SS

1831/DJ

THIS LICENCE is dated

day of

2018

BETWEEN

- (1) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex RH16 1SS (**the Council**)

- (2) **BURGESS HILL TOWN COUNCIL** of 96 Church Walk, Burgess Hill, West Sussex RH19 9AS (**the Licensee**)

BACKGROUND

- (A) The Council has agreed to grant to the Licensee licence to use the Land during the Licence Period for the Permitted Use

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation shall apply to this licence:

Councils Costs means the Council's Legal Fees and the Council's Surveyors Fees

Land means the sites and locations listed in the Schedule to this Licence and shown for identification only on the Plans and Drawings attached of which Land the Council is Owner and Occupier

Licence Fee means **ONE POUND £1.00** payable on completion of this Licence by the Licensee if demanded by the Council

Licence Period means Twelve (12) months from 30 September 2017 until 29 September 2018 renewable until such date that this Licence is determined in accordance with this Licence

Permitted Use means to construct, erect and display Signs and Information Boards on the Land in the areas shown on the attached plans and Drawings and which Signs and Information Boards shall comply with these provisions :-

Dimensions – A1 and A2 (landscape)

Materials used – stainless steel framed hot dipped galvanised single

legged lectern to include 6mm thick HPL panel powder coated in dark green

Time Period in place - capable of being long term - permanent

Design – subject to prior approval before erection by Council

- 1.2 Clause and paragraph headings shall not affect the interpretation of this licence
- 1.3 A person includes a natural person, corporate or unincorporated body, whether or not having separate legal personality requires, words in the singular shall include the plural and in the plural shall include the singular
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.5 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them
- 1.6 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices codes of practice and guidance made under it
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person
- 1.8 References to clauses are to the clauses of this licence
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1.10 Councils Fees are waived under the exemption scheme for Parish and Town Councils.

2. LICENCE TO USE FOR THE PERMITTED USE

- 2.1 Subject to the Licensee paying the Licence Fee and Council Costs on completion of this Licence by the Licensee and the Licensee observing and performing the obligations in clause 3, the Council permits the Licensee to use the Land for the Permitted Use throughout the Licence Period.
- 2.2 The Licensee acknowledges that:
 - 2.2.1 the Licensee shall use the Land as licensee and not as of right;
 - 2.2.2 no relationship of landlord and tenant is created between the Council and the Licensee by this licence;
 - 2.2.3 the Council retains control, possession and management of the Land and the

Licensee has no right to exclude the Council from the Land

2.2.4 this Licence is personal to the Licensee only and is not capable of transfer or assignment or sub contracting to anyone

3. LICENCEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- 3.1 not to carry out any trade or otherwise use the land for any purpose other than the Permitted Use and to observe and comply with the limitations of the Permitted Use
- 3.2 prior to their erection and placement to obtain the Council's consent and approval of any design for the Signs and information Boards
- 3.3 Not to transfer assign or sub contract this Licence
- 3.4 to repair any damage caused in connection with the Permitted User and reinstate the Land to the satisfaction of the Council
- 3.5 to carry out any necessary decorative and repair works if and when necessary after prior written notice to the Council
- 3.6 so far as possible and unless otherwise indicated or agreed by the Council to ensure that all Signs and Information Boards are set back at a minimum of 1.5 metres from any public footpath
- 3.7 to comply with all relevant legislation, bye-laws, regulations, obligations or other such requirements applicable to the Land and the Permitted Use
- 3.8 to indemnify the Council from and against all actions, costs, claims and demands arising out of or in connection with the use of the Land pursuant to this licence and maintain throughout the Licence Period public liability and third party insurance in respect thereof in the sum of **TEN MILLION POUNDS (£10,000,000.00)** and to produce a copy of such policy and evidence of payment of the insurance premium to the Council on commencement of this Licence and thereafter whenever requested by the Council
- 3.9 to carry out any Health and Safety inspections of the Signs and Information Boards and implement any recommendations

4. TERMINATION

- 4.1 This Licence shall be determined:
 - 4.1.1 by either party giving to the other not less than one month's notice in writing to expire at any time
 - 4.1.2 forthwith in the event of any breach of the Licensee's Obligations above .

5. LIMITATION OF COUNCIL'S LIABILITY

- 5.1 Subject to clause 5.2 the Council is not liable for:

- 5.1.1 the death of, or injury to, the Licensee or its employees, contractors, and agents or any other person in exercising rights under this licence;
 - 5.1.2 any damage to property of the Licensee or its employees, contractors, agents, or any other person exercising the rights under this licence;
 - 5.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or its employees, contractors, and agents or any other person in exercising rights under this licence;
 - 5.1.4 any loss or damage suffered by the Licensee or its employees, contractors, and agents or any other person exercising rights under this licence as a result of any cause beyond the Council's control that prevents the Licensee from using the Land
- 5.2 Nothing in clause 5.1 shall limit or exclude the Council's liability for:
- 6.2.1 death or personal injury or damage to property caused by negligence on the part of the Council or its employees, contractors or agents; or
 - 6.2.2 any matter in respect of which it would be unlawful for the Council to exclude or restrict liability

6. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this licence.

7. GOVERNING LAW

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

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

SCHEDULE

Schedule of Sites where Information Signs to be Displayed

The following sites which are located on the Green Circle, Burgess Hill, West Sussex and shown for identification only on the attached Plans and Drawings :-

1. Gatehouse Lane, Pangdene Lane Meadows, off Jane Murray Way
2. Gatehouse Lane 2, Pangdene Lane Meadows, near junction of Malthouse Lane and
3. Jane Murray Way
4. Pangdene Lane Meadows, Eastlands Farm, Pangdene Lane Meadows, near Eastlands Farm
5. Burial Ground, off roundabout with Jane Murray Way and York Road

- 6. Malthouse Lane, Malthouse Lane meadows, just south of Burial Ground
- 7. Hammonds Ridge Butterfly, within grass to west of bridleway, southern part of Malthouse Lane
 - a. Hammonds Ridge Meadows, adjacent to the Tesco roundabout on Jane Murray Way
 - b. Hammonds Ridge Meadows 2, on Jane Murray Way
 - c. Hammonds Ridge Meadows 3, adjacent to roundabout with London Road on Jane Murray Way
- 8. Nightingale Lane Meadows, adjacent to pond on Nightingale Lane Meadows
- 9. Badgers Walk, adjacent to stream on Birchwood Grove Road
- 10. Manor Road, adjacent to timber fingerpost on Manor Road
- 11. Bedelands, north east corner of sports pitches at Leylands Park at entry to Bedelands
- 12. Janes Lane, within grass triangle between car park and pavilion on Worlds End Recreation Ground, Janes Lane

SIGNED by an **AUTHORISED OFFICER**)

For and on behalf of)

MID SUSSEX DISTRICT COUNCIL)

Signature

Name

Designation

SIGNED by an **AUTHORISED OFFICER**)

For and on behalf of)

BURGESS HILL TOWN COUNCIL)

Signature

Name

Designation