

(1)

and

EAST SUSSEX COUNTY COUNCIL(2)

LICENCE AGREEMENT

Pursuant to Section 2 of the Local Government Act 2000

relating to

land between Glynde Gap and St Leonards-on-Sea

Philip Baker LLB (Hons)
Assistant Director, Legal and Democratic Services
East Sussex County Council
County Hall
St Anne's Crescent
Lewes
East Sussex BN7 1SW

Our ref: D5C/

THIS LICENCE AGREEMENT is made the _____ day of _____ 2011
BETWEEN

- (1) [_____] of [_____] (“the Licensor”)
- (2) **EAST SUSSEX COUNTY COUNCIL** of County Hall St Anne’s Crescent Lewes East Sussex BN7 1SW (“the County Council”)

BACKGROUND

- (1) The County Council is a local highway authority for the purposes of the Highways Act 1980 (“the Act”).
- (2) The Licensor is the owner of the strip of land shown [shaded x] on the annexed plan (hereinafter called “the Licensed Land”).
- (3) The Licensor has agreed to grant licence for the County Council to use the Licensed Land for use as a working area and access strip in order that the County Council may construct a new adopted combined public footpath and cycleway along the land shown [shaded x] on the annexed plan (“the Cycleway”) and the parties believe that the use of the Licensed Land to aid the construction of the Cycleway is likely to promote and improve the environmental well-being of their area pursuant to Section 2 of the Local Government Act 2000.

1. INTERPRETATION

- 1.1 words importing the singular number only include the plural number and vice versa.
- 1.2 words importing the male gender include the female or neuter gender and vice versa.
- 1.3 a reference to a statute shall refer to the statute as amended at the date of this Lease and shall include any subsequent statutory amendment or re-enactment thereof.
- 1.4. any covenant by any party not to do any act or thing shall be deemed to include a covenant not to suffer or permit the doing of that act or thing.

2. THE GRANT

In consideration of the County Council’s seal and the obligations hereunder, the Licensor grants to the County Council licence to enter on to the Licensed Land with or without contractors, sub-contractors, agents or machinery for the purpose of facilitating the construction of the Cycleway from the date of this Licence until the 31 December 2012

3. THE COUNTY COUNCIL’S OBLIGATIONS

The County Council agrees with the Licensor as follows:

- 3.1 To make good any damage caused to the Licensed Land by the County Council its contractors, sub-contractors or agents

- 3.2 To take out and maintain Public Liability Insurance at all times for the duration of this Licence to the value of £5,000,000
- 3.3 To ensure that the County Council's contractors or sub-contractors take out and maintain Public Liability Insurance at all times that they are present on the Licensed Land to the value of £10,000,000
- 3.4 to indemnify the Licensor against all actions claims demands losses and liability in respect of any negligent act of the County Council, its contractors or sub-contractors.

4. THE LICENSOR'S OBLIGATIONS

The Licensor agrees with the County Council as follows:

- 4.1 Where a Trustee of the Licensed Land is replaced by a new Trustee, the Licensor shall provide in writing to the County Council:
 - (a) the name of the outgoing Trustee;
 - (b) the name of the new Trustee;
 - (c) the address of the new Trustee; and
 - (d) the new Trustee's confirmation that they will accept service of notices on behalf of the Licensor.

5. NOTICES

Notices under this Licence shall be deemed to be effectively served if they are written and:

- 5.1 if it is being sent from the Licensor to the County Council by sending the notice to the County Council by Special Delivery at its address given at the head of this Licence
- 5.2 if it is being sent from the County Council to the Licensor by sending the notice to the Licensor by Special Delivery at the Trustees' addresses given at the head of this Licence or to any subsequent Trustee of which the County Council has had written notice. For the avoidance of doubt, where the Licensor has failed to notify the County Council of a change of Trustee under clause 4.1, service of notice will be deemed to be effective under this clause 5.2 if served on the original Trustees or, where the Trustees have already changed, by service on the last Trustees of which the Licensor had notice in accordance with the provisions of clause 4.1

5. DETERMINATION

This Licence may be determined as follows:

- 5.1 by effluxion of time;
- 5.2 immediately on written notice by the Licensor on the County Council's breach of the terms of this Licence;
- 5.3 by the County Council on one months' written notice to the Licensor.

IN WITNESS whereof the Licensor and the County Council have executed this Deed the day and year first before written

SIGNED as a DEED and delivered)
by the said)
in the presence of:-)

Witness Signature:.....

Name (Printed:.....

Address:.....

Occupation:.....

SIGNED as a DEED and delivered)
by the said)
in the presence of:-)

Witness Signature:.....

Name (Printed:.....

Address:.....

Occupation:.....

THE COMMON SEAL of EAST)
SUSSEX COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

.....
Authorised Signatory