

Dated:

DEVELOPMENT LICENCE

An agreement between:

**ANGMERING ON SEA ESTATE
RESIDENTS' ASSOCIATION LIMITED**
(Limited by Guarantee)

- and -

(Applicant)

relating to

(.....Full address & post code.....)

For information only - details may change

THIS AGREEMENT is made on the (.....date in full.....), between the **ANGMERING ON SEA ESTATE RESIDENTS' ASSOCIATION LIMITED** (the "Association"), whose registered office is situated at 55-57 Sea Lane, Rustington, Littlehampton, in the county of West Sussex, on the one part, and (.....**the applicants.....**) (the "Licensees") of (.....address.....) in the said county of West Sussex, on the other part.

It is hereby agreed in respect of works to be conducted at (.....**full address & post code.....**) as follows:-

In consideration of the Licensee paying to the Association:

1. An advance contribution of £ for the use of the Association's roads to facilitate the works, and
2. A deposit of £500 returnable within one month of satisfactory completion provided there is no damage to the Association's roads, verges, footpaths or drainage as a direct consequence of the works which the Licensee proposes to carry out;

The Association hereby grants to the Licensee a Development Licence for the period from (... approximate start & end dates ...), or to an extended date agreed by side letter should the works overrun.

The Development Licence permits the Licensee to use the Association's roads for vehicles, lorries, plant and machinery to enable the Licensee and their builders, contractors and work-persons to get to and from (... address of the works ...) subject to the conditions set out in the Schedule attached hereto.

The advance contribution covers without limitation, consideration towards the cost of general wear and tear to the Association's property and the specific provisions for construction, parking and unloading (as described in the attached schedule), for the duration of the Licence.

The Licensee agrees that the Association will carry out the requisite works at the Licensee's cost to repair the roads, footpaths, verges or drainage if the Licensee does not carry out this work within twenty-eight days of receipt of the appropriate notice.

IN WITNESS WHEREOF the Licensee hereunto set their hands this day and year:

Signature:

Print Name:

Date:

Signed on behalf of The Angmering On Sea Estate Residents' Association Ltd.

Director:

Print Name:

Date:

Director/Secretary:

Print Name:

Date:

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SCHEDULE

The Licence shall apply from **8.00 am to 6.00 pm** on **Mondays to Fridays** inclusive only (see 6. below).

1. This Licence is personal to the Licensee(s) and, should the works not be completed, any successor in title will need to apply for a fresh Licence from the Association.
2. All debris and other materials spillages substances or liquids caused by this Licensee's contractors are to be removed and cleared from Association's property immediately and any part of the Association's property so affected shall be swept/washed/tidied daily.
3. Except for the purposes of temporary loading and unloading no vehicles, lorries, plant, skips, machinery, or private cars shall be parked on Association's roads or verges. In consideration of payment of the contribution and deposit mentioned before, the Association affords the Licensee the facility to park no more than three contractor's vehicles which must display vehicle parking permits that will be supplied by the managing agent once payment of the contribution is received.
4. Any damage caused by the Licensee's contractor to the Association's roads or verges shall immediately be made good to the Association's satisfaction. If the resident or their contractor does not immediately repair such damage further charges will be made to the resident/developer as thought necessary.
5. Skips should where possible be placed within the boundary of the work site and not on the verges or roads belonging to the Association. Supply and siting of skips on the Association's property must be in compliance with the rules for common highways.
6. No construction work whatsoever or related deliveries shall be carried out except between the hours of **8.00 am and 6.00 pm** on **Mondays to Fridays** and no construction work whatsoever or related deliveries shall be carried out on Saturdays and/or Sundays and/or public/bank holidays.
7. The Licensee shall ensure that his/her builders, contractors, and workmen do not permit their workforce to play music loudly or act in an unneighbourly or antisocial manner in order to ensure minimal disturbance to the peace and quiet currently enjoyed by the neighbourhood. Best endeavours must also be taken to minimise any nuisance, annoyance, damage or disturbance to other residents.
8. All contractors must have appropriate public liability insurance cover, including appropriate insurance policies that cover damage to Association property and injury to third parties. Copies of such insurances should be lodged with the Association's secretary prior to any works commencing.
9. On or before the completion of the work the Licensee shall pay the costs and expenses of the Association incidental to the granting of this Licence if appropriate.

10. No vehicles of any description are to be parked on the verges and, in the case of The Circle, on the grass area in the centre of the road, or so as to cause obstruction in the road entrance off Seaview Avenue.

11. All contractors are to be instructed to comply with the twenty mile per hour speed limit on the estate roads.

12. Contractor's sign boards are to be discouraged but if used they are to be kept to a minimum and within the boundary of the property and not on Association's property. Any signage must be removed immediately on completion of the works.

13. Contractors should use their best endeavours to help reduce wear and tear on the roads and verges by ensuring that vehicles are kept to the minimum size necessary.

14. The Licensee shall notify the Association that the work has concluded. At such time the Association shall inspect its property and refund all or part of the Licensee's deposit as appropriate.

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