

# Felpham Fields Residents Association Ltd.

(Company Incorporated by Guarantee)

(Registered in Cardiff No. **12683058**)

## Registered Office

18 Ley Road, Felpham, Bognor Regis, West Sussex, PO22 7HR

[www.felphamfields.co.uk](http://www.felphamfields.co.uk)

## **Driveway Installation/Alteration - Application and Terms and Conditions**

***Please fill in the details below and when completed, please return this application form to the company secretary at the above address.***

Applicant - I ☐ We ☐ (Tick as appropriate)

Name(s).....

Address.....

.....Postcode.....

Telephone Number.....Mobile Number.....

E-mail.....

Herby request permission from Felpham Fields Residents Association Ltd. -

To – (Tick Below as Appropriate)

1. Install a New Driveway ☐

2. Alter an Existing Driveway ☐

3. Both 1 and 2 above ☐

Across -

A verge owned by Felpham Fields Residents Association Ltd. ☐

Land owned by Felpham Fields Residents Association Ltd. ☐

**Please specify in the space below the exact location where you wish to undertake The Driveway Works and attach a separate detailed plan of the location showing the proposed layout and all relevant measurements/dimensions of the proposed Driveway -**

**Plan supplied - (Circle as appropriate) - YES/NO**

**It would also greatly assist us if as part of this application you could supply a photograph of the area of land where you wish to undertake The Driveway Works - (Should supplying a photograph prove problematical for you, please contact the secretary on the number below for assistance with taking a photograph).**

**Photograph supplied - (Circle as appropriate) - YES/NO**

**Members** of Felpham Fields Residents Association Ltd. will not be required to pay any additional sum of monies to Felpham Fields Residents Association Ltd. other than any associated legal fees (please see para 2 below) for permission to cross land owned by Felpham Fields Residents Association.

**Further information – Please call the Secretary on 01243 829439**

**Non-Members** of Felpham Fields Residents Association Ltd. are, in addition to the requirement to pay all legal fees as set out in para 2 below, required to pay an additional sum of monies to Felpham Fields Residents Association Ltd., (as agreed from time to time agreed by Members of the Felpham Fields Residents Association Ltd. Council) for permission to cross land owned by Felpham Fields Residents Association Ltd.

Your application will be discussed by members of the Felpham Fields Residents Association Ltd. Council at the next Council meeting and you will be contacted by the Company Secretary who will notify you of the outcome of your application in due course.

**N.B.** – In considering your application Council Members will have to take in to consideration any safety concerns (e.g., access for emergency vehicles, safety/restriction on visibility for vehicles/pedestrians negotiating the roads) and any potential adverse impact on water/gas/electric supply pipes and cables etc.

Prior to Felpham Fields Residents Association Ltd. agreeing to the proposed Driveway Access Works taking place, you are required to agree to and sign and date the terms and conditions set out below -

### **Driveway Installation/Alteration - Terms and Conditions**

1. The purpose of these 'Terms and Conditions' is to establish the guidelines within which Felpham Fields Residents Association Ltd. Members and Non-Members may carry out Driveway Installation/Alteration Works on land owned by Felpham Fields Residents Association Ltd., in order to protect the interests of Felpham Fields Residents Association Ltd. and its Members (particularly neighbours living near any such Works).
2. Where any such permission is granted, it will be a requirement before any Driveway Works are undertaken that you the applicant instruct a solicitor/licensed conveyancer, in the matter of implementing a Deed of Easement/Grant of Right of Way between you The Applicant and Felpham Fields Residents Association Ltd. in order to secure your right to install/alter access and modify and/or cross any land owned by Felpham Fields Residents Association Ltd.
3. It will be your responsibility as The Applicant to cover all associated legal costs, including those of the legal representative acting for Felpham Fields Residents Association Ltd. in the matter of The Driveway Works proposed in this application.
4. All Works must be carried out safely, in accordance with relevant laws and Felpham Fields Residents Association Ltd. Building Works - Operations Requirements (see Schedule 1 below) and Company Code of Conduct and in a way which minimizes inconvenience to Felpham Fields Residents Association Ltd. Members.
5. Any permissions granted by Felpham Fields Residents Association Ltd. concerning The Driveway Works do not override any local authority planning permission requirements and it is the responsibility of the person making this application (The Applicant), to ensure that any local authority planning consent and building control regulations are complied with.
6. The Applicant agrees where necessary and at their own expense, to restore Felpham Fields Residents Association Ltd. land to its former condition, before The Driveway Works were commenced.
7. Where the terms and conditions of this document are agreed and signed by The Applicant and the required Deed of Easement/Grant of Right of Way is completed The Applicant may undertake The Driveway Works outlined in this application.
8. The Applicant must give Felpham Fields Residents Association Ltd. ten (10) days notice of any need for large or excessive deliveries.
9. The Applicant must give Felpham Fields Residents Association Ltd. fourteen (14) days notice of any need for the closure of a road and to agree the time and period of any such closure.

**Further information** – Please call the Secretary on **01243 829439**

10. Either party may terminate the implementation of The Driveway Works by giving one week's written notice to the other party.

11. Following termination of The Driveway Works, The Applicant must, within fourteen (14) days of the termination, where necessary restore Felpham Fields Residents Association Ltd. land at the location of The Driveway Works to its previous condition. Failure to do so will entitle Felpham Fields Residents Association Ltd. to restore the land at the Location of The Driveway Works to its previous condition and charge The Applicant for the cost of any such restoration of Felpham Fields Residents Association Ltd. land.

12. The Applicant agrees to compensate Felpham Fields Residents Association Ltd. for the cost of making good any damage to Felpham Fields Residents Association Ltd. land.

13. Felpham Fields Residents Association Ltd. has the sole right to determine how any such damage to its land is to be made good.

14. Where any costs are incurred by Felpham Fields Residents Association Ltd. in connection with paras 12 and 13 above, The Applicant will be billed directly by Felpham Fields Residents Association Ltd. in order to recover any such costs.

15. The Applicant agrees that when The Driveway Works commence to indemnify Felpham Fields Residents Association Ltd. against any damage, loss or injury (personal or otherwise) caused to any party and/or the property of Felpham Fields Residents association Ltd. and/or to the property of any Members of Felpham Fields Residents Association Ltd. and/or to any utility company or other party.

**I THE APPLICANT** have read the above terms and conditions and agree to cover all legal and development costs associated with this Application and abide by the Felpham Fields Residents Association Ltd. Members Code of Conduct and Building Works - Operations Requirements set out in Schedule 1 below.

Signed.....(Applicant)

Dated.....

On completion of all legal documentation permission is hereby granted by Felpham Fields Residents Association Ltd. for The Applicant to undertake The Driveway Works outlined above, subject to compliance by The Applicant with the above terms and conditions, Felpham Fields Residents Association Code of Conduct and the Building Works - Operations Requirements as outlined in Schedule 1 below.

Signed (1).....(2).....  
(Felpham Fields Residents Association Ltd.) - (Two Directors Signatures Required)

Dated.....

## **SCHEDULE 1**

### **Building Works - Operations Requirements**

Felpham Fields Residents Association Ltd. is responsible for the management, maintenance and operations of "Felpham Fields". The Licensee must ensure when undertaking Works at the Location, which are likely to have any impact on any land or property belonging to Felpham Fields Residents Association Ltd. or any other residence within the boundaries of "Felpham Fields" that all works undertaken by the Licensee and/or, their contractors and agents, comply with the below, Felpham Fields Residents Association Ltd. Building Works - Operations Requirements.

**Further information** – Please call the Secretary on **01243 829439**

The Licensee must also ensure that they and/or their contractors/agents comply with relevant health and safety legislation and such rules as Felpham Fields Residents Association Ltd. may make concerning the manner in which the Building Works are carried out.

In particular, the following requirements apply -

- (a) No burning of rubbish is allowed on site.
- (b) The Licensee and/or their agents/contractors must comply with all legislation and Local Authority requirements regarding safety and the control of pollution, including noise pollution.
- (c) The Licensee must advise Felpham Fields Residents Association Ltd. of the parking requirements of his or her agents/contractors at least ten working days prior to the commencement of The Works and must comply with the Company parking policy at all times.
- (d) Site working hours should be restricted to between 8am-6pm Monday to Friday and 8am-1pm on Saturdays, however, where it is necessary to operate outside these parameters, written permission to vary these parameters must be obtained in writing from Felpham Fields Residents Association Ltd.
- (e) The Licensee must agree with the Company a designated construction route for construction traffic at least ten working days prior to the commencement of the Works.
- (f) The Licensee must ensure that they and/or their agents/contractors do not cause any restrictions to traffic or pedestrian access in any part of "Felpham Fields" without the prior agreement of Felpham Fields Residents Association Ltd. When working on adopted roads, the contractor must comply with all statutory requirements.
- (g) The Licensee and/or their agents/contractors must not allow any vehicles, rubbish or materials to be placed outside the Location site boundary, without written permission from Felpham Fields Residents Association Ltd.
- (h) The Licensee and /or their agents/contractors must ensure that they keep the Location site in a neat, clean and tidy condition during all phases of The Works and must use their best efforts to minimise any disturbance to other residents on "Felpham Fields."
- (i) The Licensee and/or their agents/contractors must ensure that they establish wheel-cleansing facilities to prevent mud being deposited on the public highway or on the Felpham Fields Residents Association Ltd. private roadways.
- (j) The Licensee and/or their agents/contractors must ensure that they do not allow any vehicles to cause rubbish, mud or other debris (including nails and tacks) to be deposited on Company roads or verges. If this occurs the Licensee must immediately take remedial action to clean the area. If the Licensee fails to clean up such rubbish, mud or other debris within twenty-four hours of it being deposited Felpham Fields Residents Association Ltd. may, without notice to the Licensee, take appropriate remedial action and recover the costs from the Licensee.
- (k) The Licensee must ensure that any type of necessary sign posting for the purposes of health and safety or the delivery of materials is kept to a minimum and displayed strictly within the site boundary. The Licensee must ensure that all signage is removed immediately on completion of the Building Works.
- (l) The Licensee must ensure that they and/or their agents/contractors maintain their own site security to prevent unauthorised access and risk to residents of "Felpham Fields."
- (m) The Licensee must take out appropriate insurance to cover any damage to persons or property on "Felpham Fields."

- (n) The Licensee must ensure that the Location site compound is securely and tidily fenced off, that it remains within the Location boundaries and that it does not include any property belonging to Felpham Fields Residents Association Ltd. without the specific written consent of Felpham Fields Residents Association Ltd.
- (o) No materials may be tipped on any area belonging to Felpham Fields Residents Association Ltd. without the prior written consent of Felpham Fields Residents Association Ltd.
- (p) No stockpiled materials may be stored on any area belonging to Felpham Fields Residents Association Ltd. without the prior written consent of Felpham Fields Residents Association Ltd.
- (q) The Licensee must ensure that any Works that affect areas belonging to Felpham Fields Residents Association Ltd. are not undertaken without prior written agreement from Felpham Fields Residents Association Ltd. Where there is no prior written agreement from Felpham Fields Residents Association Ltd. and any damage is caused by such Works, it is the responsibility of the Licensee to immediately reinstate any such damage. Where the Licensee fails to reinstate damage caused to Felpham Fields Residents Association Ltd. land within twenty-four hours of its occurring Felpham Fields Residents Association Ltd. may, without notice to the Licensee, take appropriate remedial action and recover the costs from the Licensee.
- (r) If The Works include alterations or extensions to the original accessway across Felpham Fields Residents Association Ltd. land, the Licensee must obtain permission in writing from Felpham Fields Residents Association Ltd. to undertake any such alterations.
- (s) The Licensee must ensure that they and/or their agents/contractors, do not disturb any road surface or verge owned by Felpham Fields Residents Association Ltd. without written permission from Felpham Fields Residents Association Ltd.
- (t) Any Works on Felpham Fields Residents Association Ltd. roads must comply with the Road Traffic Act 1988 and related legislation.
- (u) Before The Works commence the Licensee must supply Felpham Fields Residents Association Ltd. with the name and telephone number of the person the Company may liaise with regarding site matters and the Building Works.
- (v) The Licensee must ensure that they and/or their agents/contractors follow directions by Felpham Fields Residents Association Ltd. and its representatives concerning the Felpham Fields Residents Association Ltd. Building Works - Operations Requirements.