

# 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)

## BUILDING DEVELOPMENT LICENCE AGREEMENT - NON-MEMBER

**Please read the below agreement and if you wish to proceed, please sign at the end of the document and return it to the company secretary at -**

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

**This Licence Agreement is issued subject to the payment of the prescribed fee and is entered into on the -**

.....day of.....20.....

### **BETWEEN: (The Parties) –**

Felpham Fields Residents Association Ltd. (The Licensor)

and

(Name).....(The Licensee)

(Address).....

.....(Postcode).....

### **1. Purpose of Building Development Licence Agreement**

1. The purpose of this Licence Agreement is to establish the guidelines within which a **Non-Member** of Felpham Fields Residents Association Ltd. **upon payment of the prescribed fee**, may carry out a development on his or her property, in order to protect the interests of Felpham Fields Residents Association Ltd. and its Members (particularly neighbours living near The Development).

2. It is a requirement of this Licence Agreement that all Works are carried out safely, in accordance with relevant laws and Felpham Fields Residents Association Ltd. Development and Site 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.

3. The issuing of a Building Development Licence Agreement by Felpham Fields Residents Association Ltd. (The Licensor) does not override any local authority planning permission requirements and it is the responsibility of the person making this application (The Licensee), to ensure that any local authority planning consent and building control regulations are complied with.

### **2. Requirement and Consent**

The Licensee intends to undertake Building Development Works at the above address which is likely to have an impact on land or property belonging to Felpham Fields Residents Association Ltd. and/or other residences in the locality and the Licensor is willing to grant the Licensee a

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

Licence to undertake such Works providing the Terms and Conditions (as set out below) of this Licence Agreement are accepted and complied with.

3. Definitions

“Felpham Fields Residents Association Ltd Development and Site Operations Requirements” means the requirements set out in Schedule 1 below.

- “The Licensor” means Felpham Fields Residents Association Ltd.
- “The Licensee” means the person referred to and named above.
- “The Parties” means the Licensor and the Licensee.
- “The Works” means those works described in the Building Development Licence Agreement Application previously submitted by the Licensee.
- “Written notice” includes e-mail.

4. Terms and Conditions

1. Location (where The Works are to be undertaken).....  
.....

2. This Licence permits the Licensee to undertake the prescribed Works at the Location (see 4.1 above) and the Licensee undertakes to use his/her best efforts to complete The Works by the -  
.....day of.....20

3. The Works must be carried out in accordance with the Felpham Fields Residents Association Ltd. Development and Site Operations Requirements as laid out in Schedule 1 below.

4. The Licensee agrees where necessary to restore Felpham Fields Residents Association Ltd. land to its former condition before The Works were commenced and that The Parties agree as follows –

(a) Where the terms and conditions of this document are agreed between The Parties and the document is signed and dated by The Parties, the Licensee may undertake the prescribed Works at the Location (see 4.1 above) upon payment of the prescribed fee for this Licence.

5. This Licence does not grant any easement or other right(s) relating to the Licensors land.

6. The Licensee must give the Company ten (10) days notice of any need for large or excessive deliveries

7. The Licensee must give the Company fourteen (14) days notice of any need for the closure of a road and to agree the time and period of any such closure.

5. Termination

5.1 Either party may terminate this Licence by giving one week’s written notice to the other party.

5.2 Following termination of this Licence, the Licensee must, within fourteen (14) days of the termination, where necessary restore Felpham Fields Residents Association Ltd. land at the

Location (see 4.1 above) to its previous condition. Failure to do so will entitle the Licensor to restore the Felpham Fields Residents Association Ltd. land at the Location (see 4.1 above) to its previous condition and charge the Licensee for the cost of any such restoration of Felpham Fields Residents Association Ltd. land.

## **6. Damage**

6.1 The Licensee agrees to compensate the Licensor for the cost of making good any damage to Felpham Fields Residents Association Ltd land.

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

## **7. Payment of Costs**

Where any costs are incurred by Felpham Fields Residents Association Ltd. in connection with sections 5.2 and 6.1 above, The Licensee will be billed directly by the Licensor, Felpham Fields Residents Association Ltd. in order to recover any such costs.

## **8. Indemnity**

The Licensee agrees that when The Works commence at the Location (see 4.1 above) to indemnify the Licensor against any damage, loss or injury (personal or otherwise) caused to any party and/or the property of the Licensor and/or to the property of any Members of Felpham Fields Residents Association Ltd. and/or to any utility company or other party.

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

Signed.....(Licensee)

# **SCHEDULE 1**

## **Development and Site 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 developers, contractors and agents, comply with the below, Felpham Fields Residents Association Ltd. Development and Site Operations Requirements.

The Licensee must also ensure that they, their developers, contractors and 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 Development is carried out.

In particular, the following requirements apply -

(a) No burning of rubbish is allowed on site.

(b) The Licensee, developers, agents or contractors must comply with all legislation and Local Authority requirements regarding safety and the control of pollution, including noise pollution.

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

- (c) The Licensee must advise Felpham Fields Residents Association Ltd. of the parking requirements of his or her agents or 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 developers, agents or 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, developers, agents and 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 must ensure that developers, agents and contractors keep the Location site in a neat, clean and tidy condition during all phases of construction and must use their best efforts to minimise any disturbance to other residents on "Felpham Fields."
- (i) The Licensee must ensure that developers, agents and contractors 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 must ensure that developers, agents and contractors 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 development.
- (l) The Licensee must ensure that developers, agents and 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 developers, agents and 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 Development.
- (v) The Licensee must ensure that developers, agents and contractors follow directions by Felpham Fields Residents Association Ltd. and its representatives concerning the Felpham Fields Residents Association Ltd. Development and Site Operations Requirements