

Date: 19 January 2021 Extraordinary Parish Council Meeting

Title: Report Item 3 – Business in Progress

By: K Larkin (Parish Clerk)

Purpose: To report on a draft Licence for alterations to the Cricket Pavilion

Recommendations: To approve the draft for signature under SO23

The council's Hon. Solicitor has been in correspondence with the Gilbert Estate and their agents to agree the terms on which the Estate, which has benefit of a restrictive covenant over alterations to the cricket pavilion, will approve minor alterations to the scorer's hut, which is an integral part of the building.

The minor alterations have been requested by the Cricket Club to provide storage space sufficient for a new roller which will be used to maintain the new cricket square, installed last summer with financial support from the parish council, the Gilbert Estate, the Residents' Association, and the Club itself. The alterations proposed to the scorer's hut were supported by the parish council at their meeting on 01 October 2020 [Minute C.281(c)] on the basis of informal drawings. These have since been upgraded to formal drawings kindly prepared by a qualified resident, Mr Paul Goodenough. The proposals have since been the subject of negotiations with the Estate which have been successfully concluded. The draft of the proposed Licence is appended to this report, with drawing numbers 2038/04 and 2038/05 both dated 07 December 2020.

It is understood that the licence fee is to be a nominal £1, but that the council may be requested to pay the fee of the Estate's land agent who has drawn up the draft licence.

As stated on the agenda for this meeting, Standing Order 23 requires the signing of a licence to be approved by resolution of the council, and for the signing to be done by any two councillors in the presence of the Proper Officer (i.e. the Parish Clerk). Due to the Covid-19 restrictions on physical meetings the signing cannot be done at the virtual meeting on 19th January, but if it is approved by resolution the signing will be deferred to an appropriate date and managed in a socially distanced manner.

LICENCE

relating to

**THE WAR MEMORIAL RECREATION GROUND,
GILBERTS DRIVE, EAST DEAN,
EAST SUSSEX BN20 0DL**

C B & O C DAVIES-GILBERT

and

EAST DEAN & FRISTON PARISH COUNCIL

LICENCE

DATE:

2021

PARTIES

- (1) **CHARLES BERESFORD DAVIES-GILBERT** and **OCTAVIA CHARLOTTE DAVIES-GILBERT** both of the Gilbert Estate Office, The Green, East Dean, East Sussex, BN20 0BY (Licensor);
- (2) **EAST DEAN & FRISTON PARISH COUNCIL** of The Old Cottage, Lewes Road, Laughton, Lewes, East Sussex BN8 6QB and of 36 Michel Dean Road, East Dean, Eastbourne, East Sussex BN20 0JR and of Linden Mead, Little Lane, Friston, Eastbourne, East Sussex BN20 0BX (Licensee)

1 DEFINITIONS

In this licence the following words and expressions have the meanings set opposite them:

- | | | |
|-----|--------------|--|
| 1.1 | Conveyance | The Conveyance dated 30 May 1958 made between
(1) Walter Raleigh Gilbert and Lancelot Grant Oglander
Prideaux-Brune
and
(2) The Parish Council of East Dean with Friston |
| 1.2 | Consents | Each and every consent permission or approval which
the Licensee needs to deal in the Property. |
| 1.3 | Licence Fee | One Pound (£1). |
| 1.4 | Property | The War Memorial Recreation Ground, Gilberts Drive,
East Dean, Eastbourne, East Sussex BN20 0DL |
| 1.5 | Working Days | Any day other than a Saturday Sunday or public
holiday. |
| 1.6 | Works | The works to the Property specified in the Schedule. |

2 INTERPRETATION

In this licence:

- 2.1 Reference to any statute or statutory instrument includes and refers to that statute or statutory instrument as amended or re-enacted and as implemented or amended by any subordinate legislation from time to time throughout the Term.
- 2.2 Where a party is more than one person their rights and obligations are joint and individual.
- 2.3 The clause headings do not affect the interpretation of this licence.

3 BACKGROUND

- 3.1 By the Conveyance the Property was conveyed to the Parish Council of East Dean with Friston subject to the covenants referred to in the Conveyance.
- 3.2 The Licensors are the current owners of the Gilbert Estate land and property at East Dean, Eastbourne.
- 3.3 The benefit of the covenants contained in the Conveyance is vested in the Licensors.
- 3.4 The Property is registered at the Land Registry with absolute title under title number ESX369720.
- 3.5 The Licensee is the registered proprietor of the Property
- 3.6 The Licensee has requested the Licensors' permission to undertake the Works on the following terms:

4 THE LICENCE

In consideration of payment of the Licence Fee by the Licensee to the Licensors (receipt of which is hereby acknowledged) the Licensors give the Licensee as proprietor of the Property licence to carry out the Works subject to the terms of this licence.

5 LICENSEE'S OBLIGATIONS

The Licensee confirms to the Licensors that:

- 5.1 Before starting the Works and at its own expense it will obtain all requisite Consents;
- 5.2 The Works will be carried out in accordance with good industry practice with good quality materials and in compliance with the requisite Consents; and
- 5.3 It will allow the Licensors and those authorised by it to inspect the Works at any time.

6 CONDITIONS OF THIS LICENCE

- 6.1 This licence is granted subject to the rights of the owners and occupiers of all neighbouring premises.
- 6.2 This licence and any consent given by the Licensor under it are given without liability on the part of the Licensor and imply no warranty that it is lawful to execute the Works.
- 6.3 This licence is restricted to the Works.

7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Except as expressly provided none of the provisions of this licence are intended to or will operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999.

EXECUTED as a deed and delivered on the date at the beginning of this document.

SIGNED by CHARLES BERESFORD DAVIES-GILBERT in the presence of:

Sign here

Signature of witness _____

Name (in CAPITAL LETTERS) _____

Address _____

SIGNED by OCTAVIA CHARLOTTE DAVIES-GILBERT in the presence of:

Sign here

Signature of witness _____

Name (in CAPITAL LETTERS) _____

Address _____

SIGNED by

in the presence of:

Sign here

Signature of witness _____

Name (in CAPITAL LETTERS) _____

Address _____

SIGNED by

in the presence of:

Sign here

Signature of witness _____

Name (in CAPITAL LETTERS) _____

Address _____

SIGNED by

in the presence of:

Sign here

Signature of witness _____

Name (in CAPITAL LETTERS) _____

Address _____

SCHEDULE

(The Works)

The development of the Property as shown and as specified on the two attached drawing numbers 2038/04 and 2038/05 both dated 07 December 2020.

