



UCKFIELD TOWN COUNCIL

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Town Clerk – Holly Goring

YOU ARE HEREBY SUMMONED TO A MEETING OF UCKFIELD TOWN COUNCIL

on

**Monday 6 March 2023 at 7.00pm
in the Weald Hall, Civic Centre, Uckfield**

AGENDA

Under The Openness of Local Government Bodies Regulations 2014, members of the public are able to film or record during a committee meeting.

1.0 DECLARATIONS OF INTEREST

Members and Officers are reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on this Agenda. Should any Member consider that they require a dispensation in relation to any prejudicial interest that they may have, they are asked to make a written application to the Clerk well in advance of the meeting.

Notice should be given at this part of the meeting of any intended declaration. The nature of the interest should then be declared later at the commencement of the item or when the interest becomes apparent.

2.0 STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE MAYOR'S DISCRETION

3.0. TO RECEIVE REPORTS FROM EAST SUSSEX COUNTY COUNCIL AND WEALDEN DISTRICT COUNCIL

4.0 APOLOGIES FOR ABSENCE

5.0 MINUTES

- 5.1 To **RESOLVE** that the minutes of the Full Council on 23 January 2023 be taken as read, confirmed as a correct record and signed by the Town Mayor.
- 5.2 Action list – For information only

6.0 COMMITTEE MINUTES

- 6.1 To note the acts and proceedings of the following committee meetings:-
 - (a) Plans Committees 30 January & 20 February 2023
 - (b) Environment and Leisure Committee 13 February 2023
 - (c) General Purposes Committee 27 February 2023

7.0 TO RECEIVE REPORTS FROM REPRESENTATIVES TO OUTSIDE BODIES (nothing to update for these meetings)

- (i) The Uckfield Town Centre Regeneration Joint Committee
- (ii) Neighbourhood Plan Steering Group

- (iii) Gatwick Airport Consultation Group
- 8.0 TO RECEIVE REPORTS FROM WORKING GROUPS**
 - (i) Civic Centre Working Group (nothing to update)
 - (ii) Uckfield – Events Working Group (verbal update from meeting)
 - (iii) Uckfield Dementia Forum (nothing to update)
- 9.0 TO CONSIDER THE RESPONSE RECEIVED FROM EAST SUSSEX COUNTY COUNCIL AND WEALDEN DISTRICT COUNCIL RELATING TO UCKFIELD LEISURE CENTRE**
- 10.0 TO CONSIDER A LETTER FROM HADLOW DOWN PC IN RELATION TO ROAD MAINTENANCE AND TO REVIEW THE POLICIES OF EAST SUSSEX HIGHWAYS**
- 11.0 TO RECEIVE A BRIEF UPDATE REGARDING THE PURCHASE OF THE DENE, UCKFIELD**
- 12.0 TO SIGN AND SEAL LEASE AGREEMENT(S) RECEIVED IN TIME FOR THE MEETING**
- 13.0 TO CONSIDER THE RE-UTILISATION OF ROOMS ON THE FIRST FLOOR OF THE CIVIC CENTRE**
- 14.0 TO NOTE THE MAYOR’S ENGAGEMENTS**
- 15.0 SIGNING OF GRAVE CERTIFICATES AND TO NOTE TRANSFERS OF DEEDS OF GRANT**
- 16.0 QUESTIONS BY MEMBERS PREVIOUSLY NOTIFIED**
- 17.0 TOWN CLERK’S ANNOUNCEMENTS**
- 18.0 CHAIRMAN’S ANNOUNCEMENTS**
- 19.0 CONFIDENTIAL BUSINESS**

To consider whether to **RESOLVE** to exclude the press and public (pursuant to the Public Bodies (Admission to Meetings) Act 1960) during consideration of the following confidential business to be conducted:

 - 19.1 To consider the tenders and parish/town council feedback in relation to the quotations for Internal Audit Services
 - 19.2 To receive an update on the Harlands estate



Town Clerk
28 February 2023

UCKFIELD TOWN COUNCIL



Minutes of the meeting of **UCKFIELD TOWN COUNCIL** held
on Monday 23 January 2023 at 7.00 pm
in the Weald Hall, Civic Centre, Uckfield

PRESENT:

Cllr. K. Bedwell	Cllr. J. Love (Town Mayor)
Cllr. J. Beesley	Cllr. C. Macve
Cllr. D. Bennett	Cllr. D. Manvell
Cllr. B. Cox	Cllr. S. Mayhew
Cllr. J. Edwards	Cllr. A. Smith
Cllr. D. French (Deputy Mayor)	Cllr. P. Sparks
Cllr. G. Johnson	Cllr. D. Ward

IN ATTENDANCE:

County Councillor Chris Dowling
County and District Councillor Claire Dowling
One member of the public
Sarah D'Alessio Assistant Town Clerk & Responsible Financial Officer
Holly Goring Town Clerk
Minutes taken by Holly Goring

1.0 DECLARATIONS OF INTEREST

Members and officers were reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on the agenda. They were advised that notice should be given at this part of the meeting of any intended declaration and that the nature of the interest should then be declared later at the commencement of the item or when the interest became apparent. None were forthcoming.

2.0 STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE MAYOR'S DISCRETION

None received.

3.0 TO RECEIVE REPORTS FROM EAST SUSSEX COUNTY COUNCIL AND WEALDEN DISTRICT COUNCIL

FC.76.01.23 Members **RESOLVED** to suspend standing orders.
County Councillor Chris Dowling spoke of the temporary traffic lights in Lewes Road and water leak. It was causing a great deal of frustration for local residents and road users, as for much of the time the temporary traffic lights had been up, no contractors had been onsite. It had appeared that a tree needed removing from the bank, before works could be carried out and then when onsite SGN also needed to be present due to the close proximity of a gas pipe. Councillor Dowling was still waiting to hear dates

but was regularly placing pressure on the East Sussex Highways Network Management Team to place pressure on the utility company.

Newtown Action Group were considering setting up a community speedwatch group to address issues in Framfield Road, and enforce the speed limit. He had also asked if ES Highways could place temporary signage about the speed limit on lamp columns in Framfield Road.

Councillor K. Bedwell referred to the works in Lewes Road, and advised that water was still pouring down the road, and the temporary lights had not been working the day before.

County Councillor Claire Dowling spoke of the current condition of roads in East Sussex which had been impacted by the recent weather. It had been the wettest winter on record but had also seen extremes from minus six temperatures to heavy rain. Over 775 pot holes had been repaired during January to date. There were 21 gangs working, the workforce had been doubled to carry out the repairs and were working long hours during weekdays and weekends. Lots of photographs had also been reported to East Sussex Highways for road repairs in Uckfield including areas such as Manor Park, and Rocks Park. Members and staff were encouraged to keep reporting. Church Street was referred to as a particular problem area, which one section of the road tending to dip.

Councillor Dowling referred to the County Council's strategic and financial planning for the next financial year. The Medium Term Financial Strategy projection saw a £17.5million gap for 2023/24 rising to potentially £31.5million in 2025/26. East Sussex had the highest proportion of over 85 year olds and was known to have an older age profile. This placed pressure on services and it was projected that by 2025, the area would see a further increase of 6.5% of older people in the county. But, at the same time more and more young people were presenting with complex needs. Members were welcomed to view the budget, which was available in the county's committee papers.

Councillor D. Ward referenced roads on her route to work, which were of particular concern including Hindleap Road near Wych Cross, and the roads towards Sharpthorne, and that in some cases, some areas needed full sections of resurfacing not just pot hole repairs. Councillor Dowling confirmed that £2.5million had been put aside this year for patching.

Councillor C. Macve raised his concerns with the quality of the repairs – with observation of a pothole being refilled in Fairwarp High Street, which was filled in, and the following day had broken up again. They had undertaken the work in bad weather, and this was likely to have affected the quality of the repair.

Councillor C. Macve also asked if the highway works for Ridgewood Farm's S106 agreement were due to be carried out soon. The Town Clerk advised that she would contact the relevant officer at East Sussex Highways.

Councillor B. Cox supported the increase in the adult social care funding and precept for the County Council, to support the increasing ageing population. He also referenced once again his concerns with regard to the recent weather and flood risk posed in various areas of the town. The Town Clerk advised that she

would chase East Sussex County Council on their work on the Flood Strategy update for Uckfield. Councillor C. Dowling was also very pleased that the flood gate had been put in.

Councillor J. Love advised that three parishes had asked for Police & Crime Commissioner Katy Bourne not to put the precept up for Sussex Police.

Councillor D. French wished to thank the County Councillors for their help over the Christmas break with potholes/sink hole response.

Councillor P. Sparks provided a District Council update advising that Wealden DC were going to recommend a 3% increase in council tax. He advised members that he had recently heard that the UK Government were seeking to increase rents in local authority housing by 7%. This was of great concern.

Other key facts included the trialling of vegetable oil as a replacement of regular diesel in waste collection vehicles which would hopefully see a 9% reduction on carbon emissions.

Councillor D. Bennett advised that material costs continued to increase, with material costs to suppliers now 25-35% more than they were at the latter part of the previous year.

Councillor G. Johnson added to Councillor Sparks' district update, but advising that he had mainly been concentrating on planning applications within his ward area. This included Ridgewood House – nine homes, which he had requested be taken to Planning Committee North. It was thought it might be placed on the agenda in March 2023.

Horsted Pond Farm was thought to come in, in the earlier part of the year. He had asked directly about Article 4, and was still awaiting a response. He was also aware that there could be activity on the western side of the A22 bypass, but once he heard more, he would keep members informed.

FC.77.01.23 Members **RESOLVED** to reinstate standing orders.

4.0 APOLOGIES FOR ABSENCE

No apologies had been received. It was thought that Councillor Firth was unwell.

5.0 MINUTES

5.1 To resolve that the minutes of the meeting of Full Council on 19 December 2022 be taken as read, confirmed as a correct record and signed by the Town Mayor.

FC.78.01.23 Members **RESOLVED** that the minutes of the meeting of Full Council on 19 December 2022 be taken as read, confirmed as a correct record and signed by the Mayor.

5.2 Action List

Members noted the report.

6.0 COMMITTEE MINUTES

6.1 To note the acts and proceedings of the following committee meetings:-

(a) Plans Committee of the 9 January 2023

FC.79.01.23 It was **RESOLVED** to note the acts and proceedings of the Plans Committee of the 9 January 2023.

(b) Environment & Leisure Committee of the 3 January 2023

FC.80.01.23 It was **RESOLVED** to note the acts and proceedings of the Environment & Leisure Committee of the 3 January 2023.

(c) General Purposes Committee of the 16 January 2023

FC.81.01.23 It was **RESOLVED** to note the acts and proceedings of the General Purposes Committee of the 16 January 2023.

7.0 TO RECEIVE REPORTS FROM REPRESENTATIVES TO OUTSIDE BODIES

(i) The Uckfield Town Centre Regeneration Joint Committee

Nothing to report at present.

(ii) Neighbourhood Plan Steering Group

Nothing to report at present.

(iii) Gatwick Airport Consultation Panel

Nothing to report at present.

8.0 TO RECEIVE REPORTS FROM FULL COUNCIL WORKING GROUPS

(i) Civic Centre Working Group

Nothing to report at present.

(ii) Uckfield – Events Working Group

Nothing to report at present.

(iii) Uckfield Dementia Forum

Councillor P. Sparks noted that in May, the National Dementia Action Week was due to take place, and this would fall after the Kings Coronation Bank Holiday weekend, where there was a particular focus on community and volunteering. The two would tie in well. Members subsequently noted the report.

9.0 TO CONSIDER A RESPONSE FROM BUXTED PARISH COUNCIL REGARDING THE PURCHASE OF THE DENE, UCKFIELD

Members were provided with an update from Buxted Parish Council which confirmed that they were happy to accept the bid for the Dene, Brown's Lane, but wished to incorporate an overage clause, should the Town Council ever wish to sell or develop the land. Buxted Parish Council were keen for Uckfield Town Council to pay all legal fees. Uckfield Town Council were satisfied with the inclusion of the clause, but wondered if Buxted Parish Council could contribute something if not half of the legal fees.

FC.82.01.23 Members **RESOLVED** to support the inclusion of an overage clause in the purchase of the land, the Dene, Brown's Lane, Uckfield but requested that the Town Clerk return to Buxted Parish Council to request whether they could contribute towards the legal fees.

10.0 TO APPROVE THE RE-ALLOCATION OF EARMARKED RESERVES FOR PRIORITY PROJECTS IN 2023 AND 2024

Members were provided with a report which set out a request to reallocate sums of funding from earmarked reserves to fund certain larger expenditure in the next 12-18 months. These re-allocations would help to fund the

purchase of a rotary mower, attend to ash dieback in winter 2023, and so on.

The Town Clerk noted that there was a typo on the existing earmarked reserves spreadsheet where it said there was an overspend on CCTV costs for Victoria Pavilion. This was incorrect. An invoice had been included twice by mistake.

FC.83.01.23 Members **RESOLVED** to approve the re-allocations of earmarked reserves for priority projects in 2023 and 2024 as per the report.

11.0 TO FORMALLY ADOPT THE TOWN COUNCIL'S STRATEGIC PLAN 2023/28

Members considered the contents of the Strategic Plan 2023/28, which set out the priorities for the next five years.

FC.84.01.23 Members **RESOLVED** to adopt the Strategic Plan 2023/28 for Uckfield Town Council.

12.0 TO FORMALLY ADOPT THE TOWN COUNCIL'S ANNUAL PLAN 2023/24

Members considered the Annual Plan for 2023/24 which set out the priorities of the Town Council over the next financial year.

FC.85.01.23 Members **RESOLVED** to adopt the Annual Plan 2023/24 for Uckfield Town Council.

13.0 TO FORMALLY SET THE ANNUAL BUDGET (PRECEPT) FOR 2023-24

Members were presented with a final copy of the budget papers for 2023/24.

The Town Clerk advised that they had shared the final draft with members of Finance Sub-Committee informally to give time for any questions prior to the meeting. Since then, the Assistant Town Clerk & RFO and Town Clerk had met again, to go through every line, and make some adjustments based on the information at that time. This would result in a 4.9% increase for the average Council Tax Band D household.

Councillor D. Ward confirmed that in the King's Coronation plans, it had now been confirmed that he did not wish the beacons to be lit. Councillor D. Ward questioned whether the funding should be removed, to save £2k. However it was felt by members that some plans should be made for the weekend and it would make more sense to retain the £2k in the budget, and then the funds could always be re-allocated for another purpose if any of the monies remained unspent. Councillor B. Cox also thought something based on King Charles' great history around the environment would be good, such as planting a tree. The Town Clerk advised that an item be added to the Environment & Leisure Committee agenda on 13 February 2023.

Councillor P. Sparks wished to say a big thank you to the whole of the Town Council staff, led by the Town Clerk. They had done an amazing job on this budget, and demonstrated sound spending for the benefit for the town.

FC.86.01.23 Members **RESOLVED** to adopt the annual budget for 2023/24, and precept of £1,051,151.

Councillor D. Manvell arrived to the meeting at 7.48pm.

14.0 TO FORMALLY ADOPT THE ASSET MANAGEMENT PLAN 2023/28

Members considered the contents of the Asset Management Plan 2023/28 and noted the additional comments relating to land of interest or in dispute at present.

FC.87.01.23 Members **RESOLVED** to adopt the Asset Management Plan for 2023/28.

15.0 QUARTERLY PROGRESS UPDATE ON UCKFIELD TOWN COUNCIL'S ANNUAL PRIORITIES FOR 2022/23 (Q3)

Councillor P. Sparks said how encouraged he was with the progress being made and how this was reflective of the excellent work the Town Council staff had completed.

His only observation related to the Neighbourhood Plan. The Town Clerk advised that work was being undertaken on the documentation behind the scenes, but it was a lengthy task and required a great deal of work.

Members reviewed the progress that had been made towards the 2023/24 priorities and subsequently noted the report.

16.0 TO CONSIDER WHETHER TO PROVIDE A RESPONSE TO THE LEVELLING UP AND REGENERATION BILL: REFORMS TO PLANNING POLICY CONSULTATION

Councillor C. Macve was hopeful that the Wealden Parish Lobby Group would be preparing a response.

The Chair, Councillor J. Love however felt that Uckfield Town Council needed to present its own response.

The Chair of Plans Committee, Councillor K. Bedwell agreed and would place the matter on the agenda for the next Plans Committee. The deadline for comments fell on 2 March 2023.

17.0 TO NOTE THE MAYOR'S ENGAGEMENTS

The Chair, Councillor J. Love advised that most of the activities during the previous few weeks had been outside of the parish or clashed with work commitments. Members noted the update.

18.0 SIGNING OF GRAVE CERTIFICATES AND TO NOTE TRANSFERS OF DEEDS OF GRANT

One deed of grant had been received:

Mrs Jennifer Hamer

FC.88.01.23 It was **RESOLVED** for three councillors to sign the above deed of grant.

19.0 QUESTIONS BY MEMBERS PREVIOUSLY NOTIFIED

None received in time for the meeting.

20.0 TOWN CLERK'S ANNOUNCEMENTS

The Town Clerk advised members that a question had been received from a member but this had fallen after the deadline through which you could receive an item for agenda item 19.0.

Members advised of their concerns with regard to the recent auction of land, and confirmed that the Town Council did not wish to be in this same position again.

The Town Clerk advised that their Solicitors had been instructed. The Town Clerk was tasked by Town Councillors with undertaking full land registry searches for two residential estates in town, to understand current ownership. And, would continue to support the legal representatives with the provision of evidence.

21.0 CHAIRMAN'S ANNOUNCEMENTS

The Chair, Councillor J. Love wished to say thank you to the Town Clerk and Council's staff for everything they had done on the paperwork and budget. The hours involved in preparing the documentation, was very much appreciated.

22.0 CONFIDENTIAL BUSINESS

FC.89.01.23 It was **RESOLVED** that pursuant to Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960, because of the confidential nature of the business to be transacted it was advisable in the public interest that the public be temporarily excluded and they were instructed to withdraw.

22.1 To consider the tenders for the demolition of the Hub building only (not full site) and professional advice from surveyors

FC.90.01.23 It was **RESOLVED** to appoint the first contractor listed in the table of tender results on page 4 of the report.

22.2 To consider proposals from Sussex Police for the renewal of the contract for the Town Centre CCTV transmission and equipment changes.

Members were provided with a verbal update from the Town Clerk.

The meeting closed at 8.26pm.

UCKFIELD TOWN COUNCIL

ACTION LIST – FOR INFORMATION ONLY

FULL COUNCIL

Resolution No.	Details	Date Raised	Action By	Date Complete
<u>FC.105.02.17</u>	14.0 To sign and seal the byelaws for Hempstead Meadows Local Nature Reserve and West Park Local Nature Reserve Members RESOLVED to sign and seal the byelaws for Hempstead Meadows and West Park Local Nature Reserves.	20.02.17	HG	The Council will be advertising its intention to apply for confirmation once covid restrictions have eased. The byelaws must then be held for at least one month at the offices for inspection by the public, before any representations are reported back as part of the package of information, to DEFRA.
<u>FC.95.01.20</u>	18.0 To sign and seal the Town Council's byelaws for Hempstead Meadows Local Nature Reserve and West Park Local Nature Reserve Members RESOLVED to: (i) authorise the affixing of the common seal to the byelaws for both Hempstead Meadows Local Nature Reserve and West Park Local Nature Reserve and signing by two named councilors, and; (ii) authorise the Town Clerk for Uckfield Town Council to carry out the necessary procedures and apply to the Secretary of State for confirmation.	20.01.20		
<u>FC115.04.19</u>	9.0 To consider a motion submitted by Councillor Donna French It was RESOLVED to support the motion put forward, and; “reinvestigate the possibility of part funding a traffic warden; entering into a discussion with Hailsham, Crowborough and Polegate, with a view to joint funding a shared traffic warden, employed via Sussex Police.”	08.04.19	HG	This matter has been raised with the Wealden Inspector of Sussex Police. It is understood that Sussex Police and Wealden DC were due to hold discussions once again. UTC will await the outcome of these.

<u>Resolution No.</u>	<u>Details</u>	<u>Date Raised</u>	<u>Action By</u>	<u>Date Complete</u>
<u>FC.30.09.20</u>	<p><u>12.0 To review a report by Councillor A. Smith on the need for affordable homes in Uckfield</u></p> <p>After a detailed discussion, it was RESOLVED to request that the Town Clerk write to the Housing Minister Rt Hon Robert Jenrick with a copy of this report and advise Wealden DC's planning department of these discussions along with neighbouring parish councils.</p>	14.09.20	HG	The data is being updated ready for compiling into a letter to the new Minister for Housing.
<u>FC.55.10.21</u>	<p>Members RESOLVED to approve the motion put forward by Councillor D. French and for staff to make contact with the County Council: <i>"Uckfield Town Council supports the increase in the provision of Changing Place Toilets across the country, and will approach East Sussex County Council to understand if they:</i></p> <p><i>(i) have submitted an expression of interest to central government to draw down funding to the county of East Sussex, and:</i></p> <p><i>(ii) if ESCC have expressed an interest, that Uckfield Town Council lobby for such facilities to be introduced in Uckfield."</i></p>	25.10.21	HG	Having understood the requirements from the recent funding round we now have time to prepare for the next funding round and have the necessary evidence and associated costs available.
<u>FC.94.02.22</u>	<p><u>11.0 To consider a further motion by Councillor B. Cox, relating to food poverty</u></p> <p>Members unanimously RESOLVED to approve the motion put forward by Councillor B. Cox to:</p> <p>What the council still needs to do</p> <ul style="list-style-type: none"> • Report on the results of the schools' questionnaire and review the recommendations; • Be open to any new ways to offer 'out of term' food for young people and where needed, push the higher tiers of local government to back schemes; • Review and offer a final report on food poverty in March 2023 before the end of the term of this Town Council; <p>Summary.</p> <p>Food poverty in Uckfield is an issue that is growing still. However, Uckfield Town Council have done a number of things to help ease the issue. The next year will see some very challenging times and it is important that the Council keep up the work in highlighting and where possible, easing food poverty. A review is needed in 2023 and a final report offered to the Town Council. The attached report within appendix A contains statistics for Uckfield in terms of earnings and age by ward should be offered to our local authorities (District and County) to highlight some local needs.</p>	28.02.22	All	In progress.

<u>Resolution No.</u>	<u>Details</u>	<u>Date Raised</u>	<u>Action By</u>	<u>Date Complete</u>
<u>FC.68.12.22</u>	<p><u>9.0 To consider a motion from Councillor D. Manvell</u> Subject to the two changes proposed, members RESOLVED to support the motion set out by Councillor D. Manvell and for the letter to be sent to the lead representatives identified at East Sussex County Council and Wealden District Council, with a copy to be sent to the local MP Nusrat Ghani.</p>	19.12.22	HG	<p>Letter sent to addressees after Christmas break on 9 January 2023. The letter has been acknowledged by ESCC and update provided to members on 06.03.23. NFA on this specific task.</p>
<u>FC.69.12.22</u>	<p><u>10.0 To consider the submission of a bid to purchase land known as the Dene, Brown's Lane</u> Members discussed the value of the bid to be submitted, and came to a decision. Members RESOLVED to authorise the Town Clerk to write to Buxted Parish Council and Wealden District Council, and express the Town Council's interest in purchasing the land known as the Dene, Brown's Lane with a bid of £5,001</p>	19.12.22	HG	<p>Buxted Parish Council approved the bid presented by Uckfield Town Council. Legal representatives have been appointed by both parties to conduct the sale/transfer, with further information being obtained on legal costs. NFA on this specific part of the process.</p>
<u>FC.82.01.23</u>	<p><u>9.0 To consider a response from Buxted Parish Council regarding the purchase of the Dene, Uckfield</u> Members RESOLVED to support the inclusion of an overage clause in the purchase of the land, the Dene, Brown's Lane, Uckfield but requested that the Town Clerk return to Buxted Parish Council to request whether they could contribute towards the legal fees.</p>	23.01.23	HG	<p>Update provided to members in agenda item 11.0 of agenda 6 March 2023.</p>

Meeting of the Full Council

Monday 6 March 2023

Agenda item 9.0

TO CONSIDER THE RESPONSE RECEIVED FROM EAST SUSSEX COUNTY COUNCIL AND WEALDEN DISTRICT COUNCIL REGARDING THE UCKFIELD LEISURE CENTRE

1.0 Background

1.1 At Full Council on 19 December 2022, a motion was put forward by Councillor D. Manvell which was approved by members and requested that a letter be sent to representatives of East Sussex County Council, Wealden District Council and the Wealden MP Nusrat Ghani. This motion focused on concerns regarding the future of the Uckfield Leisure Centre, and in particular the swimming pool.

1.2 **FC.68.12.22** Subject to the two changes proposed, members **RESOLVED** to support the motion set out by Councillor D. Manvell and for the letter to be sent to the lead representatives identified at East Sussex County Council and Wealden District Council, with a copy to be sent to the local MP Nusrat Ghani.

“The Town Council is dismayed that while more (much needed) housing is built, our public services are not just failing to keep up, they are shrinking. Uckfield Leisure Centre is the latest example of a much-loved and well-used community asset facing cuts or closure over the last decade, after the Youth Centre, Post Office, Library, and Children’s Centre. We are disappointed that our request to be involved in these discussions in January 2021 (FC.58.01.21) has not been respected.

Indeed, it is frustrating to learn about the future of Uckfield’s public services through the local media, rather than through proper channels. This is a matter of both public importance and common courtesy.

In these circumstances, Uckfield Town Council resolves to:

- *strongly and publicly urge Wealden District Council and East Sussex County Council to retain Uckfield Leisure Centre and the swimming pool for public use, in the absence of any upgrade or replacement;*
- *send the attached letter to the Leaders of Wealden District Council and East Sussex County Council, as well as the cabinet members and portfolio holders responsible, outlining our opposition to any proposal to close Uckfield Leisure Centre and swimming pool, and;*
- *add the issue of the Uckfield Leisure Centre to the Town Council’s Action List, to ensure:*
 - *communication with Wealden District Council and East Sussex County Council on this issue is started and maintained with the initial suggestion of a meeting;*
 - *responses to the Town Council’s letter are received, and;*
 - *the strength of feeling among councillors is recorded for the public’s benefit.”*

1.3 The letter was sent on 9 January 2023, a response was received from the local MP (see appendix A) and following initial acknowledgements, a joint letter was received from ESCC and WDC (see appendix B).

- 1.4 The joint letter advised that they were proposing to issue a public consultation which would outline options for the future of Uckfield Leisure Centre. A report would be presented to the Lead Member for Resources & Climate Change at ESCC on 28 February 2023 to obtain approval to commence with this consultation. Approval was granted by the Lead Member as outlined in the minute extract below:

73. UCKFIELD LEISURE CENTRE - NEXT STEPS

73.1 The Lead Member considered a report by the Chief Operating Officer together with exempt information contained in a later agenda item.

DECISIONS

73.2 The Lead Member RESOLVED to approve the proposal to hold a 10-week public consultation regarding the options for Uckfield Leisure Centre (including Uckfield swimming pool) to commence in March 2023.

REASONS 73.3 Wealden District Council has recently re-confirmed that it is not their intention to renew the lease in July 2023 and following the Expression of Interest marketing exercise held last year, East Sussex County Council now proposes to commence public consultation to seek views from all stakeholders and consider any new ideas, or proposals that may come forward

- 1.5 The information and survey questions would now be prepared. Unfortunately the draft survey could not be shared with one stakeholder before another. All stakeholders would need to be treated fairly. However key stakeholders would be communicated with before the consultation was launched, and it was thought that this consultation would open before the end of March 2023.

2.0 Recommendations

- 2.1 Members are asked to note the update provided, and advise the Clerk accordingly.

Contact Officer: Holly Goring

Appendices: Appendix A – Response from Wealden MP
Appendix B – Joint letter from ESCC and WDC
Appendix C – Committee paper to Lead Member for Resources and Climate Change (ESCC)

Appendix A

Thank you for giving me sight of your recent email concerning the challenges facing Uckfield Leisure centre including the matter of the lease and the involvement of the District and County Council in the matter.

I am very grateful to you for drawing your views and concerns to my attention. As you may know I have recently held several meetings with the Chief Executive of Freedom Leisure including meeting at the Uckfield centre late last year to discuss the challenges the sector and the sites in Wealden, in particular, are facing, including with regards to energy costs at present. I am supportive of their efforts and am anxious that all is done to support them during these most difficult times, I am making appropriate representations accordingly. However, my ability to influence such situations is limited, given that the various government support schemes are the responsibility of HM Treasury but I will be happy to support you the centre in all the ways that I can.

I have made written representations to Ministers in the Treasury on their behalf and I will continue further discussions with the centre's leadership and local Council leaders, at both District and County level to ensure appropriate support is given and a sustainable long term plan is soon reached.

The Government continues to encourage local authorities to invest in leisure facilities. Local authorities have been given billions of pounds to support the delivery of their services. A large proportion of local government funding is un-ringfenced to empower local leaders to tackle the priorities in their area.

Sport England has awarded over £25 million to swimming and diving projects since 2017, which includes almost £16 million of funding to Swim England in the same period. On top of this, the £100 million National Leisure Recovery Fund supported the reopening of over 1,100 local authority swimming pools post-lockdown and formed part of a £1 billion boost to grassroots and professional sport. I understand that the Government worked closely with the Local Government Association and a wide range of stakeholders to make sure the application and funding process was as fast and simple as possible.

Thank you again for contacting me and for sharing the concerns of the Town Council.

Best wishes

Nusrat

Nusrat Ghani MP

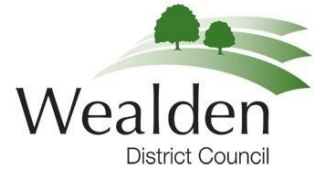
Member of Parliament for Wealden

Minister of State at the Department for Business, Energy and Industrial Strategy

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1 February 2023

Dear Holly

We are writing with reference to your Council meeting on 19 December 2022 and the subsequent letter from Cllr Manvell to Cllrs Newton and Glazier dated 9 January 2023.

As you will know, following a detailed review of leisure services across Wealden, the District Council made a decision back in October 2020 to not extend its lease with the County Council beyond July 2022 for Uckfield Leisure Centre, focussing on the provision of enhanced facilities to serve the whole District and committing to working with ESCC to hand back the site.

Since this time, both authorities have worked together, along with the College, Freedom Leisure and other stakeholders to assess the options for the future management of the site.

It will come as no surprise to you or the residents of Uckfield that over the last few years the economics of running a leisure centre and in particular swimming pools have become even more challenging, due first to the impact of COVID19 and since early 2022 to significant changes in global energy prices.

In July 2022 both Councils agreed to extend the current lease (and contract arrangements with Freedom Leisure) for a further year. This has only been achieved through substantial investment by our Councils. The extension is also providing further time to develop options for the site. This work remains ongoing.

The next key stage of this process will be a full public consultation exercise, to be run by the County Council and supported by Wealden between March and May 2023, seeking views on a range of options for the site. The County Council will then undertake analysis of the respondents' views and these will be part of a final decision on seeking to fund viable and sustainable future operating models at the site. The public consultation will encourage all stakeholders to express their views and would encourage the Town Council to register their views. WDC/ESCC and the College will continue to work together to find a viable solution.

Finally, we jointly wanted to conclude by reiterating our commitment to work with all partners to find a viable and sustainable option to provide community sporting offer at the College site.

Yours sincerely

Cllr Philip Lunn – WDC Portfolio Holder for Commercial, Economic Development and Leisure

&

Cllr Nick Bennett – ESCC Lead Member for Resources and Climate Change

CC – Hugh Hennebry and Julie Laughton – Uckfield College

Report to: Lead Member for Resources and Climate Change

Date of meeting: 28 February 2023

By: Chief Operating Officer

Title: Uckfield Leisure Centre – next steps

Purpose: To consider a formal public consultation in relation to the future options for facilities at Uckfield Leisure Centre (including Uckfield swimming pool)

RECOMMENDATIONS:

The Lead Member for Resources and Climate change is recommended to approve the proposal to hold a 10-week public consultation regarding the options for Uckfield Leisure Centre (including Uckfield swimming pool) to commence in March 2023.

1 Background

- 1.1 Uckfield Leisure Centre is occupied by Wealden District Council (WDC) under a 20-year operational lease that expired in July 2022. Both Councils agreed to a 12-month extension until July 2023. The Lead Member for Resources and Climate Change approved the lease extension on 14 June 2022 based on revised financial terms.
- 1.2 Uckfield Leisure Centre comprises a swimming pool and dry side leisure services. Freedom Leisure (FL) have a direct 12-month contract extension with WDC. FL was originally set up 20 years ago by WDC to run leisure services, they now run other leisure facilities in East Sussex and beyond.
- 1.3 Uckfield Leisure Centre is on the same site as Uckfield College but is a separate building from the school and was not part of the new College build programme funded by the Department for Education (DfE). During school weekdays, Uckfield College uses the swimming pool, but it is not a secondary school curriculum requirement. A small number of primary schools use the pool for their school curriculum use. Local residents can use the pool, café, and fitness suite at various times during the school day and residents can use the dry side facilities outside of school hours.
- 1.4 In 2020, WDC Cabinet undertook a review of their four leisure facilities and decided not to renew the lease for the two East Sussex County Council (ESCC) centres (Uckfield and Heathfield). In January 2022, WDC provided a press release advising that they are investing £9 million in new, or adapted leisure facilities at Crowborough and Hailsham, but these will not be on stream until 2025 or 2026.
- 1.5 During summer and autumn 2021, ESCC commenced an Expression of Interest (EOI) market testing exercise undertaken by an independent advisor, to assess if a sustainable and viable ongoing or alternative operating model could be found for the Centre. The marketing period was extended twice due to a lack of market interest. ESCC ensured that all local stakeholders (including the College) were aware of the process, deadlines, and were kept fully informed. It concluded on 5 November 2021. There were two submissions of interest submitted with a Business Case and their proposals involved significant financial support from the County Council.
- 1.6 WDC has recently re-confirmed that it is not their intention to renew the lease in July 2023 and following the Expression of Interest marketing exercise held last year, ESCC now proposes to commence public consultation on the options for the Leisure Centre.

2 Supporting Information

Uckfield College

- 2.1 Uckfield College have a 3G pitch which is managed via a direct contract arrangement by Freedom Leisure, along with other school hall facilities in their main campus buildings.

Market intelligence

- 2.2 Over the last 3 months, at a national and regional level, there has been some wider acceptance that cost-of-living increases and the energy price increases have directly impacted on swimming pools resulting in temporary or permanent closures. Leisure Centres, including swimming pools which operate at low profit levels, were outlined in a recent Local Government Association (LGA) article in December 2022. The LGA recently reported on the number of increased closures and encouraged local authorities who are leisure commissioners to assist.
- 2.3 The consultation outcomes would need be analysed for Members to consider alongside wider financial aspects and taking into account an Equality Impact Assessment.
- 2.4 *Timetable summary, based on a 10-week consultation period:*
- 28 February 2023 - Lead Member Resources and Climate Change decision regarding holding a public consultation.
 - Early March 2023 - Consultation starts for 10 weeks.
 - Mid May 2023 – Consultation concludes.
 - June 2023 - Analysis of consultation results.
 - June 2023 - The Lead Member for Resources and Climate Change will consider the consultation results and make a decision regarding the future of the site.
 - 17 July 2023 - WDC lease expires.
- 2.5 Part of the Consultation process will be to seek views from all stakeholders, including Uckfield College and Uckfield Town Council and consider any new ideas/proposals that may come forward. The dry side facilities must continue to be used on an ongoing basis as part of the College curriculum delivery.
- 2.6 An Equalities Impact Assessment has previously been undertaken and it will be updated using analysis of the public consultation.
- 2.7 The formal consultation process would be conducted by an online survey via ESCC's Citizen Space webpage and hard copies of the survey would be available at Uckfield College and at County Hall reception.
- 2.8 Uckfield College will continue to use the facilities within the leisure centre building and the 3G pitch for curriculum use and there will be no change to these arrangements. They will also continue to offer outside of school hours community use of the 3G pitch and associated main school building facilities.

3 Conclusion and reasons for recommendations

- 3.1 WDC has recently re-confirmed that it is not their intention to renew the lease in July 2023 and following the Expression of Interest marketing exercise held last year, ESCC now proposes to commence public consultation to seek views from all stakeholders, including Uckfield College and Uckfield Town Council and consider any new ideas, or proposals that may come forward.
- 3.2 The Lead Member is recommended to approve a 10-week public consultation on future use of Uckfield Leisure Centre (including Uckfield swimming pool) to commence in March 2023.

ROS PARKER
Chief Operating Officer

Contact Officer:
Nigel Brown - Email Nigel.Brown@eastsussex.gov.uk
Tel. No. 07394 410630

Local Members

Uckfield North – Councillor Claire Dowling

Meeting of the Full Council

Monday 6 March 2023

Agenda item 10.0

TO CONSIDER A LETTER FROM HADLOW DOWN PC IN RELATION TO ROAD MAINTENANCE AND TO REVIEW THE POLICIES OF EAST SUSSEX HIGHWAYS

1.0 Background

- 1.1 At the meeting of Full Council on 23 January 2023, members noted their concerns with highway maintenance and the impact the recent weather had placed on the condition of the roads. Members understood that the changes in weather had badly impacted the road surface, but were concerned moreso about the standard of some of the repairs and were keen to understand the procedures for quality control in terms of inspections and monitoring of contractors and subcontractors.
- 1.2 One member referred to an example they saw on the main road through Fairwarp, where the pothole had been filled in during wet weather. On reviewing the information provided on the East Sussex Highways website, it explains however that certain methods can be followed in wet weather to fill potholes:

There are different methods for repairing potholes depending on circumstance, our preferred approach is to cut it out and fill with hot tarmac. However, sometimes we may use other cold products that do not require us to cut out the pothole. These are quick to use at sites where working on the highway can be very disruptive as they can be completed in less than 15 minutes.

Cut out and Fill Method

For this method our gang will cut a rectangle around the border of the pothole a few inches from the edge. Then remove the debris from in and around the pothole. They will next seal the edges and bottom and fill the hole with hot tarmac, spread it and tamp down with a vibrating 'whacker'.

Cold Products Method

These products are much quicker and can be used in any weather with virtually no tools. They are specially designed to 'set' quickly and be a permanent repair. They require water to be added to activate the material.

The gang will clean the hole to remove loose material, add water to the hole, pour a bag of the proprietary material in and then shape the edges. This is then either driven over or tamped level by hand to provide a flat surface. Vibration 'whacking' does not work on these materials.

The benefits of using these products are that they can be used in any weather even when potholes are filled with water, they are safer for the workforce and there is no waste. This method has allowed us to repair more potholes, faster and keeping a high quality standard.

As 2022/23 has been a wet winter, the cold product method has had to be used on more occasions to undertake repairs quickly and ensure safety for road users, particularly on the main A roads. It has been advised that there have also been supply issues for the hot product which has been the case with a number of materials over the past two to three years.

- 1.3 Full details on the methodology for road repairs can be found on their website, where it sets out initially the intervention levels:

<https://www.eastsussexhighways.com/our-services/guide-to-highways?topic=preventative-maintenance-types>

Intervention levels are determined by the risk the issue poses i.e. deeper potholes on main roads are priorities. Intervention levels allow us to focus our resources on the most immediate issues affecting safety. Intervention levels are not determined by the contractor or officers. Elected Members set the policy that determines the intervention levels we work to.

For potholes they are:

- *Category 1: Greater than 100mm and at least 300mm wide in all directions - Made Safe within 2 hours*
- *Category 2: Greater than 60mm and less than 99mm deep and at least 300mm in all directions - Repaired within 5 days*
- *Category 3: Greater than 40mm and less than 59mm deep and at least 300mm in all directions - Repaired within 28 days*

- 1.4 A copy of the Highway Inspection Manual has also been attached for members to review in appendix B.

- 1.5 Further to the discussion in January, Uckfield Town Council has received a letter from Hadlow Down Parish Council which poses the same questions around the strategy adopted for repairing potholes picking up that it is considered ‘cheaper to patch a pothole seven times then to repair it properly.’

- 1.6 The East Sussex Highways website states otherwise:
Repairing all potholes at the same time regardless of whether they are an immediate safety issue or not would require considerably more resources and money. Reactive maintenance is expensive compared to planned maintenance and it does not provide best value for money. Repairing roads by the pothole method costs the equivalent of £200 per square metre. Resurfacing a road costs around £30 per square metre.

- 1.7 East Sussex Highways have appointed a new Contractor for the new maintenance contract, and it is understood that as part of this tendering exercise, a number of elements of the contract were reviewed which included – how much is spent, ensuring improvements to repairs, quality control and getting it right first time.

- 1.8 Place Committee (one of East Sussex County Council’s Scrutiny Committees) has been involved with the review of the contract, and the ongoing review of policies and procedures for transport and highway matters.

<https://democracy.eastsussex.gov.uk/mgCommitteeDetails.aspx?ID=516>

- 1.9 The letter received from Hadlow Down Parish Council recognises that funding is limited, but seeks to ensure that the funding available for highway maintenance can be used more effectively. They seek to understand the level of support from parish/town councils for collective action, and ask parish and town councils in East Sussex to discuss in more detail.

2.0 Recommendations

- 2.1 Members are asked to consider the information provided and to advise the Clerk accordingly.

Contact Officer: Holly Goring

Appendices: Appendix A: Letter from Hadlow Down Parish Council
Appendix B: Highway Inspection Manual



To all East Sussex Parish & Town Councils
7th February 2023

BY EMAIL

In July 2022 Lindsay Green (from Burwash Common and Weald District Residents Association –BCWRA) sent a copy of their report detailing forty-seven examples of poor highways maintenance to all Parish Clerks in East Sussex. The report made eleven recommendations, but the report and recommendations were met with defensive responses which failed to recognise that there were significant problems or show any willingness to address them and I understand that the report was dismissed by ESCC Lead Member for Highways (Cllr Claire Dowling) as ‘only a Burwash Problem’ in an email sent to all Parish Clerks in East Sussex in September 2022.

Highways maintenance is not just a Burwash problem, it's a national issue and I suspect that you, like us in Hadlow Down, are experiencing appalling and deteriorating road conditions, not least because of the recent weather. But our primary concern is not potholes per se but the highly questionable strategy adopted by ES Highways for repairing potholes and managing our highways, including drainage, which causes flooding incidents. We were surprised to learn that at the ES Highways online training event for Parish Councils held on 11th October 2022 a representative of ES Highways stated that it is cheaper to patch a pothole seven times then to repair it once properly! An example to share is that our Parish Council reported subsidence on the main A272 highway and the local Highway Steward measured and claimed that it did not meet the criteria. A member of the public was so outraged by this response that they measured with a ruler and took photographs to show that the Highways Steward was wrong and ill-informed as the evidence suggested that it did indeed meet the criteria. It was therefore questionable whether the Highway Steward had even been on site. We challenged both positions. The subsidence remains present after nearly a year of reporting it.

Hadlow Down Parish Council has contacted and been contacted by a number of other Parish and Town Councils expressing grave concerns over the state of the roads and byways in East Sussex and discovered, amongst other things, that a significant number of Parish Councils have pulled out of ‘Strengthening Local Relationships’ (SLR) meetings because they are considered not to ‘make a difference’. All of this strongly reinforces the view that there are grave and systemic problems with ES Highways’ Maintenance strategy, practice and quality control.

The Clerk: Mrs Samantha Weatherill
101 Pipers Field, Uckfield, East Sussex TN22 5SD
Tel: 01825 760103 Email: clerk@hadlowdown.org



So, what can be done? At the end of the day we are elected to represent our communities and we are powerless to drive the change we are all seeking. Hadlow Down Parish Council believes that it will only be possible to effect real change through collective action and at the Parish Council meeting held on 7th February voted unanimously to send out this letter to seeks your views and to determine whether there is an appetite for joint action. One possibility is that we collectively seek legal advice to determine if there is a credible 'Misconduct in Public Office' case for East Sussex Highways and East Sussex County Council to answer. We appreciate that this is a very serious charge that would need to be answered by accountable individuals within the Council. We do believe that there are many examples of poor and misguided maintenance which are well documented by Councils. For example, we have one site which has been temporarily repaired seven times. But this is only one possibility and you may have other suggestions, thus the need to ascertain how many PCs would commit to a collective approach and decide then how to reach collective decisions.

This letter is not about requiring East Sussex County Council to commit more money to highways maintenance, far from it; we recognise the extreme pressure created by such factors as adult social care. It is about how the funding that is available can be used more effectively and ensuring officers, contractors and Highway Stewards do a proper job. At this stage we merely wish to gauge the level of support for collective action and would ask that you add this request to the agenda of your next Council meeting for a wider discussion on these issues and then let me know the outcome of your discussion as soon as possible thereafter.

Thank you so much, in advance, for your consideration of this matter.

Yours sincerely

Hadlow Down Parish Council Clerk
On behalf of Hadlow Down Parish Council



East Sussex Highway Asset Inspection Manual

East Sussex
County Council



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Document History

Formal Approval	Date of Approval	Document Version	Document Author
Lead Member for Transport and Environment	11 November 2019 - Not implemented	V1	Service Development Team, Contracts Management Group

Register of Amendments

Date of Amendment	Document Version	Document Author / Editor	Document Amendment
Amended April 2021. Implemented from 01/05/2021.	1.1	Service Development Team, Contracts Management Group Approved by Rupert Clubb, Director of Communities, Economy and Transport	Various amendments to clarify meaning including 8.2 and 8.3. 7.1 Inspection frequency for cycle tracks changed. 8.3 Bridge response times changed.

1. Introduction

This document sets out how East Sussex County Council (ESCC) manages and risk assesses defects across the highway network in order to fulfil its statutory requirements and deliver a safe, serviceable and resilient network.

1.1. Legislation

As a highway authority we have a statutory duty under section 41 of the Highways Act 1980 to maintain the highway network . We are also permitted under Section 58 of the Highways Act 1980 to rely upon a “special defence” in respect of a third party action against the authority; to show that we have taken such care as in all the circumstances reasonably required to ensure the highway was not dangerous.

1.2. Code of Practice

This document has been developed in accordance with national guidance and the UK Roads Liaison Group Code of Practice ‘Well Managed Highway Infrastructure’¹ which was introduced in October 2016. Local authorities are required to have a fully integrated risk based approach for managing highway infrastructure and this document ensures ESCC is compliant with the current version of the code.

1.3. Asset Management Approach

Asset management is a strategic approach that seeks to optimise the value of highway assets over their whole life. ESCC recognises that by taking an asset management approach to its highway maintenance, investment can be targeted on long-term planned activities that prevent short term repairs. An asset management approach not only maximises value for money, ensuring informed investment decisions can be made, but also manages risk and maintains a highway environment that is safe and secure and accessible for our customers.

This approach is set out in the East Sussex Highway Asset Management Policy² and Highway Asset Management Strategy² which are aligned to ESCC’s corporate objectives and also in line with suggested best practice and government guidance from recognised bodies such as the Department for Transport.

1.4. Our Priorities

The purpose of this Highway Safety Inspection manual is to set out how ESCC and its supply chain partners manage the maintenance of the East Sussex highway network and deliver an appropriate regime taking account of its statutory duties and service requirements together with the available resources. Our regime is set out within a practical and reasonable framework of risk assessment and inspection frequency, which takes account of all road users, including those who are most vulnerable. Our priorities are:

- To locate and identify defects on the highway network and to prioritise their repair.

¹ <http://www.ukroadsliaisongroup.org/en/codes/> as published in October 2016

² <https://www.eastsussex.gov.uk/roadsandtransport/roads/policies/highway-maintenance/>

- To assess the potential risks of damage and / or injury to highway users that may result from these defects.
- To put appropriate measures in place to manage, eliminate and minimise risk on the highway network and ensure that those measures are effective in eliminating or minimising the risk.
- To deliver our statutory duties.

2. Highway Assets

The table below sets out the various asset types that ESCC is responsible for (this list is not exhaustive).

Highway Asset Type	Highway Sub Type
Carriageway	Carriageway Lay-By Roundabouts Speed humps
Footways and Cycleways	Footway Kerbs Cycleway
Structures	Bridges Culverts Retaining walls Tunnels
Drainage	Gullies and pipes Catch pits Ditches and grips Filter drains Soakaways Outfalls
Street Lighting	Street lights Illuminated signs and bollards Subway lighting
Traffic Signals	Traffic signal controlled junctions Traffic signal controlled pedestrian crossings Zebra crossings
Road Markings, Signs and Street Furniture	Safety fencing / barriers Road signs Road markings Grit bins Guard rails Safety bollards Road studs
Soft Estate	Vegetated verges Wildlife verges Trees Hedges Ornamental shrub sites
External defect	Third party, statutory undertaker defect.

3. Highway Maintenance Hierarchies

ESCC has network hierarchies which categorise the County's network according to function and capabilities. In order to help us maintain and prioritise works across the highway network, maintenance hierarchies have been adopted for roads (carriageway), footways and cycleways based on the Local Transport Plan.

3.1. Carriageway Hierarchy

The County Council has developed its road hierarchies using

the following table taken from the Code of Practice (CoP)..

CoP Category	CoP Hierarchy	East Sussex Category	CoP Description	East Sussex Description
1	Motorway	N/A East Sussex does not have any classified motorways.	Routes for fast moving long distance traffic. Fully grade separated and restrictions on use.	N/A
2	Strategic Route	Primary Route	Trunk and some Principal 'A' class roads between Primary Destinations. Routes for fast moving long distance traffic with little frontage access or pedestrian traffic. Speed limits are usually in excess of 40 mph and there are few junctions. Pedestrian crossings are either segregated or controlled and parked vehicles are generally prohibited.	A roads connecting primary destinations
3a	Main Distributor	Inter Urban Route	Major Urban Network and Inter-Primary Links. Short - medium distance traffic. Routes between Strategic Routes and linking urban centres to the strategic network with limited	A roads linking urban destinations to strategic roads. B roads connecting strategic roads. C roads connecting strategic routes.

			frontage access. In urban areas speed limits are usually 40 mph or less, parking is restricted at peak times and there are positive measures for pedestrian safety.	
3b	Secondary Distributor	Intra Urban Route and Intra Rural Route	B and C class roads and some unclassified urban routes carrying bus, HGV and local traffic with frontage access and frequent junctions. In residential and other built up areas these roads have 20 or 30 mph speed limits and very high levels of pedestrian activity with some crossing facilities including zebra crossings. On street parking is generally unrestricted except for safety reasons. In rural areas these roads link the larger villages, bus routes and HGV generators to the Strategic and Main Distributor Network.	B roads connecting A roads or main distributor roads. C roads connecting large villages to A roads.
4a	Link Road	Business or Industrial Roads Residential Roads and Village Roads	Roads linking between the main and secondary distributor network with frontage access and frequent junctions. In urban areas these are residential or industrial interconnecting roads with 20 or 30 mph speed limits, random pedestrian movements and uncontrolled parking. In rural areas these roads link the smaller villages to the distributor roads. They are of varying width and not always capable of carrying two-way traffic.	Rural C roads connecting small villages to distributor roads. Roads connecting two distributor roads or strategic roads. Short access roads to industrial estates and commercial retail parks from distributor/strategic roads. Short access roads to key public facilities that attracts traffic - major transport station, hospitals, universities, large or >2 schools, community centres, leisure centres or locally important roads for tourism/leisure/culture/business

4b	Local Access Road	Country Lanes, Minor Urban Roads and Minor Rural Roads	Roads serving limited numbers of properties carrying only access traffic. In rural areas these roads serve small settlements and provide access to individual properties and land. They are often only single lane width and unsuitable for HGVs. In urban areas they are often residential loop roads or cul-de-sacs.	Road providing access to transport stations, primary schools, shops or non-major facilities or centres. Residential and service lanes providing access to properties within a residential area. Urban loop roads connecting residential streets Rural roads through small villages or settlements. Rural roads or lanes providing access to properties and farms and distributor roads to residential roads/streets.
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3.2. Footway Hierarchy

The County Council has developed its footway hierarchies based on the guidance from the Code of Practice

The following table shows the footway maintenance hierarchy categories for East Sussex. If a maintainable footway is not shown on plans then the footway is considered to fall in the lowest category in the respective urban or rural areas.

CoP Category	CoP Hierarchy	CoP Description	East Sussex Footway Description
1a	Prestige Walking Zones Very busy	Very busy areas of towns and cities with high public space and street scene contribution.	N/A There are no walking routes within East Sussex that have very high public use and street scene contribution.
1	Primary Walking Routes	Busy urban shopping and business areas and main pedestrian routes.	Main shopping areas within urban area.

2	Secondary Walking Routes	Medium usage routes through local areas feeding into primary routes, local shopping centres etc. •	Local shopping areas
3	Link Footways	Linking local access footways through urban areas and busy rural footways. •	Urban twittens, housing estates and cul-de-sacs
4	Local Access Footways	Footways associated with low usage, short estate roads to the main routes and cul-de-sacs. •	Urban areas Rural areas

3.3. Cycleway Hierarchy

The cycleway hierarchy is determined by location, which reflects the differing risks associated with shared, partially segregated and fully segregated cycle routes. The following table has been adopted from the Code of Practice recommendations and applies to the cycleway hierarchy for East Sussex.

Category	Type of Cycleway	General Description
1	Cycle Lane	Cycle lane forming part of the carriageway, commonly a strip adjacent to the nearside kerb.
2	Cycle Track	Cycle track - a highway route for cyclists not contiguous with the public footway or carriageway. Shared cycle/pedestrian paths: either segregated by a white line or other physical segregation, or un-segregated.
3.	Cycle provision on carriageway	Cycle provision on carriageway, other than a marked cycle lane or marked cycle provision, where cycle flows are significant
4	Cycle Trails	Cycle trails, leisure routes through open spaces. These are not necessarily the responsibility of the Highway Authority, but may be maintained by an authority under other powers or duties.

3.4. Review of Hierarchies

Minor amendments may be instigated by the Highway Asset Manager in consultation with the Highways Contract Manager, where changes occur in the network which affects the character or functionality of a carriageway, footway or cycleway.

A minor review of the network hierarchies will be carried out every two years and major reviews of the hierarchy, categorisation and review process will be carried out where possible to coincide with the updating of the Local Transport Plan or significant changes to the network.

4. Network Types

4.1. Strategic Road Network

The Department for Transport (DfT) is responsible for producing and maintaining the list of primary destinations within each county across the UK, which are published in their document *Guidance on Road Classification and the Primary Route Network*. Using the Code of Practice guidelines referenced in section 3.1 of this document, local authorities are then responsible for identifying their own strategic route network, in order to ensure that the primary destinations within their areas are linked together. The primary destinations in East Sussex are as follows:

- Brighton
- Eastbourne
- Hastings
- Lewes
- Newhaven
- Uckfield

The Strategic Road Network in East Sussex is defined as the A roads that connect these primary destinations within East Sussex and with its neighbouring authorities' strategic networks.

4.2. Major Road Network

In December 2018 the Department for Transport announced its Major Road Network which is a classification of local authority roads in England and includes the country's busiest and most economically important local authority 'A' roads. Its chief aims are to: reduce congestion, support economic growth and rebalancing, support housing delivery, support all road users and support the strategic network. It has been created to allow government funding to be more effectively targeted towards economically critical road infrastructure.

The Major Network Roads in East Sussex include the following which are also included as part of the County's Strategic Network:

- A22 Eastbourne to Forest Row (including Golden Jubilee Way)
- A26 Lewes to edge of Tunbridge Wells
- A259 Eastbourne to county boundary with Brighton & Hove
- A272 edge of Haywards Heath to Maresfield
- A259 Glyne Gap to Batchelors Bump, east of Hastings
- A21 Baldslow to Hastings seafront
- A2270/A2021 Polegate to Eastbourne town centre
- A2280 Cross Levels Way, Eastbourne
- A2102 Silverhill to St Leonards seafront (Hastings)

Critical Infrastructure Assets

Critical infrastructure are those assets for which failure would result in significant impact to the local or national economy.

In East Sussex we have two special structures classed as critical infrastructure. These are the Cuilfail Tunnel in Lewes and the Newhaven Swing Bridge. These have specific handbooks setting out how they are managed and maintained and have contingency plans in place if either were to be closed for any significant period of time.

In addition, the following assets have also been identified as critical infrastructure in East Sussex:

Bridges

- A22 Golden Jubilee Way, Eastbourne - bridge over the Eastbourne to Hastings railway line
- A259 Exceat Bridge
- A26 Phoenix Causeway, Lewes – bridge over River Ouse
- A272 Goldbridge Road, Piltdown – bridge over River Ouse
- A22 Hailsham Bypass – bridge over Cuckmere River

4.3. Winter Service Network

ESCC have a defined Winter Service network which provides a minimum essential service to the public by mitigating ice or snow, as far as is reasonably practicable, keeping open links to the strategic network, access to key facilities and local communities, and other transport needs.

The Winter Network is split into the following three areas:

1. Primary (precautionary) Routes: The standard network of roads to be treated in the event of snow and / or ice, as required, using an evidence based process informed by decision information.
2. Secondary Routes: The secondary network of roads to be treated, as required in the event of snow and / or ice, as required, using an evidence based process informed by decision information.
3. Essential (Minimum) Routes: The essential routes are a reduced network of roads to be treated, as required, to ensure an essential service level is maintained for road users when resources are thought to be insufficient to continue treatment of normal salting routes, or following a Department for Transport declaration of salt cell arrangements.

In addition during the Winter Service Period, network features including some emergency crossings, traffic calming areas, solid vertical barriers and local problem areas may require special consideration.

ESCC publishes its Winter Service Plan annually which describes the procedures and operational arrangements for the delivery of an effective Winter Service. East Sussex has and will continue to work with its neighbouring authorities including Kent County Council, Surrey County Council, West Sussex County Council, Brighton and Hove City Council and Highways England to ensure continuity across boundaries in the event of severe weather.

4.4 Review Process

The winter network is regularly reviewed to reflect changes in network characteristics and functionality so that maintenance strategy reflects the current situation, rather than the use expected when the network was originally defined.

Minor amendments may be instigated by the Highway Asset Manager in consultation with the Highways Contract Manager, where changes occur in the network which affects the character or functionality of a carriageway, footway or cycleway.

A minor review of the networks will be carried out every two years and major reviews of the networks and review processes will be carried out in where possible to coincide with the updating of the Local Transport Plan or key changes to the network.

5. Inspection Types

As a local highway authority we undertake inspections on all parts of the network, carrying out a systematic approach to the identification and recording of defects and dealing with them in accordance with agreed timescales. Adhoc inspections may also be carried out following a report of a defect or issue where this is identified outside of a routine inspection.

The Highway Inspection regime has been developed in line with the recommendations contained in the Well Managed Highway Infrastructure Code of Practice. The regime is set out within a practical and reasonable framework of risk assessment and inspection frequency, which takes account of all road users, including those who are most vulnerable.

The investigatory levels (appendix 1) shall apply to the following inspection types.

5.1. Safety Inspections

These are inspections carried out to identify defects on the highway network which are likely to create danger to users or the wider community and therefore requiring immediate or urgent action.

5.2. Service Inspections

These are inspections carried out to identify all defects likely to compromise serviceability and sustainability of an asset. Information and data gathered during service inspections help inform future works programmes in line with our asset management approach. If a safety defect is found during a service inspection this is reported and acted on appropriately.

5.3. Recording

Appropriate records of inspections, including nil returns where no defects have been found, shall be maintained.

6. Condition Assessment

Information from condition surveys, along with data collected through service inspections provide condition intelligence about the highway network. This is used to inform decisions on future planned maintenance and improvement works, which are prioritised and addressed under our asset management approach within the available resources and budget. Further details can be found in the Asset Management Strategy.

7. Inspection Frequencies

7.1. Safety Inspection Frequencies

There are four inspection frequencies, 1 month, 3 months, 6 months and 12 months, of which the minimum frequencies have been determined according to the network hierarchy for carriageway, footways and cycleways based on the Code of Practice and are set out in the table below.

Asset Type	Description	Network Hierarchy	Frequency of Inspection
Roads	Motorway	1	N/A
	Strategic Route	2	Once a month
	Main Distributor	3(a)	Once a month
	Secondary Distributor	3(b)	Once a month
	Local Roads	4a	Once every 6 months
	Local Access Roads – Urban	4b	Once every 6 months
	Local Access Roads – Rural	4b	Once a year
Footways	Prestige Walking Routes	1(a)	N/A
	Primary Walking Routes	1	Once a month
	Secondary Walking Routes	2	Once every 3 months
	Link Footways	3	Once every 6 months
	Local Access Footways	4	Once a year
Cycle Route	Cycle Lane	1	As contiguous road
	Cycle Track	2	4 times per year
	Shared cycle / pedestrian paths	2	As contiguous footway
	Cycle provision on carriageway	3	As contiguous road
	Cycle Trails	4	Once a year

7.2. Undertaking Safety Inspections

Safety inspections are either carried out as walked or driven inspections. Driven inspections are carried out with two people, a driver and a Highway Steward with the vehicle being driven at reduced speeds, taking into consideration other highway users.

Carriageway inspections are generally driven. If there is a footway and it is possible to inspect the carriageway at the same time as the footway then walked inspections may be carried out.

Footway inspections are generally carried out on foot.

Cycleways are inspected with the contiguous footway or carriageway.

7.3. Safety Inspection Tolerance

Safety inspections are scheduled throughout the calendar year; however there will be instances when it is not possible to carry these out due to unforeseen circumstances or extreme weather conditions. The tolerances for each type of inspection are set out in the table below:

Inspection Type	Inspection Frequency	Tolerance
Safety	Monthly	+ / - 3 working days
	Quarterly	+ / - 3 working days
	6 Monthly	+ / - one week
	Annually	+ / - two weeks

7.4 Service Inspection Frequencies

Service inspections for carriageways, footways and cycleways are often carried out at the same time as safety inspections. The table below outlines our approach to service inspections for other asset types.

Feature	Description	Frequency
Highway Trees	All highway trees within and adjoining the highway inspected for dangerous conditions.	Risk based inspection interval
Highway structures (excluding structures on the rights of way network)	Bridges, tunnels, subways, culverts and retaining walls General inspection - Representative parts of a structure inspected by engineering staff.	Once every 2 years
	Major structures and all those over railways Principal inspection - Close examination of all parts of the structure and a report on its condition carried out by engineering staff	Once every 6 years

	Other bridges (not major structures) Principal inspection - Close examination of all parts of the structure and a report on its condition carried out by engineering staff	Frequency determined by risk assessment for each structure
Safety barriers, pedestrian guardrails, small retaining walls	Visual inspection (Note retaining walls are those with a retained height less than 1 metre)	Once every 2 years
Street lighting	Scouting for illumination will be carried out by visual inspection.	Once a month
	Electrical testing	Once every 6 years
Traffic Signals	Electrical Testing Equipment – Includes controllers (detectors, fuses, cabinet seals) and ancillary equipment (Movement detection devices). Note: remote monitoring equipment is in place at some sites which notifies of a fault immediately.	Once a year
	Electrical Testing Lighting – Lanterns, Push Buttons, Audible Alarms	Once a year
	Sequence Timing	Once a year
Third Party Works on the Highway	Inspections are carried out to ensure that utility companies and those carrying out third party works on the highway network are complying with the requirements of their issued permits and are not operating on the network illegally.	10% of utility works are inspected

7.5. Inspection Review Process

Inspections for all asset types are determined locally, subject to need and will be arranged as required with support from the Asset Management team or technical specialist. Full reviews will be carried out once every 5 years which will look at:

- inspection frequencies
- methods of inspection for highway assets
- the processes used to determine the inspection frequencies and methods e.g. which factors are taken into consideration.

In addition, the following may trigger an interim review of a particular section of the highway, inspection frequencies or methods:

- incident involving KSI (death or serious injury)
- unexpectedly high number of defects
- unexpectedly high number of claims (successful or unsuccessful)

- feedback from Stewards or other stakeholders about significant change in nature or usage of highway section
- change to legislation or best practice
- relevant legal cases
- change to network hierarchy category

7.6. Recording

All inspections and subsequent repairs shall be recorded electronically and details retained in line with the County Council's retention schedule.

8. Identification of Defects and Response Times

8.1. Identifying Defects

The table below sets out examples of defects. The defects are arranged in groups according to asset type. The list is not exhaustive and persons carrying out inspections are required to record any defect that might create a hazard to users of the highway.

Highway Asset Type	Highway Sub Type
Carriageway	Potholes Loose material (to include debris, spillages or contamination) Regulatory markings faded and worn Ironwork, missing, broken, tilted, sunken or projecting Loose or displaced road studs causing a hazard Edge damage on uncurbed roads Unevenness due to rutting, humps, corrugations Loose, projecting kerbing Loss of anti-skid surfacing Surface fattening up Heavy crazing or cracking Ponding of water on the carriageway surface
Footways and Cycleways	Pre-formed unit paving rocking, trips or missing Potholes Heavy Crazing/Cracking Blacktop Footway The cracking and coarse crazing of the surface leading to the ingress of water into the road foundation. General surface defects – trips, bumps, depressions etc. Ironwork, broken, tilted, rocking, missing or projecting Cracks in footways/cycleways Displaced Kerbs
Drainage	Flooding to carriageway Flooding to third party property Ditches, grips and gullies Ironwork / covers, broken, missing or projecting
Road Markings, Signs and Street Furniture	Rails, barriers, safety fencing, fences, posts - excessive defects Road Marking Visibility The loss of road markings at junctions Missing solid white lines in the centre of the road. Damaged signs/street furniture Road signs and signals - excessive defects Missing regulatory signs Unlawful signs which pose a safety hazard
Soft Estate	Trees – Diseased or dead Trees – Those that are dangerous with all or part about to fall Verges, Surface defects, excessive damage to the verge by overriding of vehicles Hedges overhanging the pavement or carriageway
Structures	Safety barriers, Pedestrian guardrails, Small retaining walls – Damage causing hazard to highway users, obstructing highway, missing posts
Illuminated street furniture	Lamp out or intermittent Column/post door missing or damaged Asset identification number missing
Intelligent Transport Systems	System not working correctly

Street Lighting and traffic signals	Columns damaged, leaning, causing obstruction. Wires exposed Missing identification number Faults with lanterns
External defect	Third party, statutory undertaker defect

8.2 Response to Defects

It is recognised that highway authorities cannot provide a highway environment that is defect free and the law does not require them to do so. The Well Managed Highway Infrastructure Code of Practice recommends that the level of response is determined on the basis of risk assessment which includes an element of on-site judgement.

The Investigatory Levels set out in appendix 1 are intended to be a guide for inspectors to enable them to identify and categorise defects which present a foreseeable risk of injury or damage to users of the highway. These are referred to as 'safety defects.'

The most appropriate response time for each defect is determined based on the descriptions set out in table 1 below.

The table includes the expected response time for each category in most circumstances. It is important to remember that these are recommended standards. There may be occasions where it is necessary to select a different response time after taking into consideration other factors such as location and usage.

In this case, or where a defect type is not defined within the Investigatory Levels in appendix 1, the most appropriate response time should be selected using the descriptions in table 1.

Table 1: Safety defect definitions and response timescales

Description	Investigatory Level Category (when no mitigating factors)	Response Time
<p>A defect, hazard or incident that has potential to be a very serious threat to life or health or create major disruption on the highway network.</p> <p>Prompt attention is required because they represent an immediate and imminent hazard or because there is a risk of short term structural deterioration.</p>	Category 1 Defects	<p>Attend, make safe or repair within 2 hours.</p> <p>These defects should be permanently corrected (if reasonably practicable), temporarily corrected or made safe at the time of inspection.</p> <p>Permanent repairs should be carried out within 28 days of defect identification.</p>
<p>A defect, hazard or incident that is unlikely to pose an immediate or imminent serious hazard, but where there is a significant risk to highways users or risk of short term structural deterioration.</p> <p>Such defects may have safety implications, although of a far lesser significance than Category 1 defects, but are more likely to have serviceability or sustainability implications.</p>	Category 2 Defects	<p>Attend, make safe or repair within 5 days</p> <p>These defects are not required to be urgently rectified, yet should be permanently / temporary corrected or made safe within 5 days, or at the time of inspection, if reasonably practicable.</p> <p>Permanent repairs should be carried out within 28 days of defect identification.</p>

<p>A defect, hazard or incident that is deemed not to represent an immediate hazard or risk of short term structural deterioration.</p> <p>Such defects may have safety implications, although of a far lesser significance than Category 1 defects, but are more likely to have serviceability or sustainability implications.</p>	<p>Category 3 Defects</p>	<p>Attend, make safe or repair within 28 days</p> <p>These defects are not required to be urgently rectified, yet should be permanently / temporary corrected or made safe at the time of inspection, if reasonably practicable.</p> <p>Permanent repairs should be carried out within 28 days of defect identification.</p>
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Note: All safety defects are to be actioned and permanently rectified within a maximum of 28 days, unless an exemption request is approved by the Project Manager.

It should be noted that some defects have alternative maximum response times which are detailed in table 2 below.

Please note days are based on calendar days and weekends are included within calendar days.

Table 2: Maximum Response times for Street lighting, Traffic Signals and Special Structures

Special Structures – maximum time for arrival at the structure following initial contact		
Newhaven Swing Bridge	Bridge fault – malfunction, obstruction or other hazard to traffic	30 mins
and Cuilfail Tunnel fault	Tunnel fault – malfunction, obstruction or other hazard to traffic	2 hours
Street lighting – maximum response time		
Street lighting	Variable message signs or vehicle activated signs not providing correct information or in a dangerous condition (physically or electrically)	4 Hours If permanent repair cannot be made at the first visit, full repair must be completed within 7 days.
	Faults requiring the replacement of illuminated mandatory traffic signs and illuminated traffic bollards, including those made safe as emergency faults. Faults involving rectification of non-operating Belisha beacons and school crossing flashing signs (wig wags).	1 Day
	Faults requiring the removal of graffiti and / or any unauthorised attachments from apparatus.	5 Days
	Faults involving the replacements of components of apparatus. Faults requiring the replacement of a complete unit of apparatus, including those made safe as emergency faults.	10 Days

	Faults requiring the replacement of a complete unit of apparatus.	20 Days
Traffic Signals – maximum response time		
Traffic Signals	Priority 1 – Emergency / Serious Faults This category shall include, but is not limited to, the following: <ul style="list-style-type: none"> • Signal not working • Gas explosion or a reported gas leak near to signal equipment • Road Traffic Collision involving damage to signal equipment and causing potential damage to the public • Exposed live wiring and components • Any other situation considered by the Police or ESCC to be an emergency 	2 hrs If permanent repair cannot be made at the first visit, full repair of Priority 1, 2 and 3 faults must be completed within 7 days.
	Priority 2 – Urgent Faults This category shall include, but is not limited to, the following: <ul style="list-style-type: none"> • All out or signals unlit • Signals stuck or omitting any stage/phase • Defect causing abnormal traffic congestion or delay • Equipment damaged or in a dangerous condition (physically or electrically) • Pedestrian stage inhibited • Permanent demands • Defect resulting in loss of computer control • Urban traffic control or remote monitoring fault 	4 Hours If permanent repair cannot be made at the first visit, full repair of Priority 1, 2 and 3 faults must be completed within 7 days.

	Priority 3 – Non-Urgent Faults This category shall include, but is not limited to, the following: <ul style="list-style-type: none"> • Lamp out (including wait lamps and regulatory box signs) including high level and those on mast arms • All types of detector faults • Backing boards, hoods loose or missing • Equipment out of alignment • Defective locks, hinges or door seals • Defective monitoring equipment i.e. outstation monitoring units, outstation transmission units, lamp monitoring units 	16 Hours If permanent repair cannot be made at the first visit, full repair of Priority 1, 2 and 3 faults must be completed within 7 days.
	Faults requiring the replacement of illuminated mandatory traffic signs and illuminated traffic bollards, including those made safe as emergency faults. Faults involving rectification of non-operating Belisha beacons and school crossing flashing signs (wig wags).	1 Day
	Faults requiring the removal of graffiti and / or any unauthorised attachments from apparatus	5 Days
	Faults involving the replacements of components of apparatus. Faults requiring the replacement of a complete unit of apparatus, including those made safe as emergency faults.	10 Days
	Faults requiring the replacement of a complete unit of apparatus	20 Days

8.3 Response to Non-Safety Defects

Where an issue is not categorised as a Safety Defect it may be categorised as follows:

Table 3: Non safety defect definitions and response times

Category	Description	Response Time
Service Level Observation	These are non-intervention issues (defects) that provide the highway authority with asset condition intelligence across its network.	Not Applicable
No Defect	An inspection has been carried out and no actionable safety defects in accordance with investigatory level criteria (appendix 1) or the safety defect descriptions as set out in table 1	Not Applicable
Not Responsible	Third party, statutory undertaker defect.	Not Applicable

8.4. Review process

Reviews of our defect definitions, investigatory levels (appendix 1) will be carried out once every two years including:

- defect response times
- the processes used to determine the response timescales and methods e.g. which factors are taken into consideration
- effectiveness of training programmes
- effectiveness of processes designed to ensure consistency of approach

In addition, the following may trigger an interim review of a particular section of the highway, inspection frequencies or methods:

- incident involving KSI (death or serious injury)
- unexpectedly high number of defects
- unexpectedly high number of claims (successful or unsuccessful)
- feedback from Stewards or other stakeholders e.g. corporate complaints, major inconsistencies in defect categorisation
- change to legislation or best practice
- relevant legal cases

9. Training and Competencies

There are a number of key roles involved in the development and delivery of highway services across East Sussex. The table below summarises the roles and responsibilities for each key group.

Group	Role and Responsibilities
Policy and Decision Makers	<ul style="list-style-type: none">• Allocation of resources and management of corporate risk.
Highway Managers	<ul style="list-style-type: none">• Managing the highway asset with consideration of risk, liability and financial elements.• Helping to set policy objectives in partnership with Councillors and monitor policy outcomes against expectations.• To ensure delivery of the policies and objectives through personal ownership.
Highways Engineers and Technical Leads	<ul style="list-style-type: none">• Supporting the development of appropriate policies and procedures to ensure a risk based approach.• To deliver the policies and procedures appropriately.
Highway Stewards and Inspectors	<ul style="list-style-type: none">• To undertake inspections of the highway asset to ensure they are safe.• To deal with concerns raised by the general public and other stakeholders.
Customer Service Advisors	<ul style="list-style-type: none">• Routinely receiving calls and correspondence from customers reporting highway items.• To feedback to colleagues concerns and repeat issues and advise the customer on the response by ESCC.

Training is provided to employees as appropriate to their role and involvement in the highway service and decision making processes. Training records are maintained and updated in line with internal processes.

All Highway Stewards will hold a current LANTRA approved Highway Safety Inspection Course Certificate which satisfies the requirements of the Institute of Highways Engineers certification scheme and a list of inspectors are held on the National Register of Highway Inspectors.

Highway Stewards and Permit Inspectors will hold the New Roads and Street Works Act (NRSWA) Streetworks Supervisors certificate. Highway Stewards receive regular

checks and audits to ensure a consistent approach to defect risk assessment and decision making across the County.

Training and competencies will be kept under review and additional / further training will be identified through audits and personal development plans, and following any changes to policy.

Meeting of the Full Council

Monday 6 March 2023

Agenda item 11.0

TO RECEIVE A BRIEF UPDATE REGARDING THE PURCHASE OF THE DENE, UCKFIELD

1.0 Background

- 1.1 Members considered the response received from Buxted Parish Council at their meeting on Monday 23 January 2023. This explained that the bid had been accepted by Buxted Parish Council and accepted on the conditions that an overage clause be included and Uckfield Town Council pay all legal fees.
- 1.2 Members of full Council on 23 January 2023 confirmed their understanding of the overage clause and were happy to continue with proceedings to purchase the land known as the Dene, Brown's Lane, Uckfield. In the meantime, the Clerk was asked to find out if Buxted Parish Council would contribute to some if not half of the legal fees.
- 1.3 Since that meeting, Buxted Parish Council have appointed a legal representative, and Uckfield Town Council has updated theirs. Details have been shared and Buxted Parish Council will obtain an estimated cost for the conveyancing and associated legal fees, before responding to this query.

2.0 Recommendations

- 2.1 Members are asked to note the update.

Contact Officer: Holly Goring

Meeting of the Full Council

Monday 6 March 2023

Agenda item 12.0

TO SIGN AND SEAL LEASE AGREEMENT(S) RECEIVED IN TIME FOR THE MEETING

1.0 West Park Pavilion

- 1.1 At the meeting of Full Council on 19 December 2022, members considered a draft lease agreement for the full repairing lease between Uckfield Grasshoppers Football Club and Uckfield Town Council. A number of queries were raised which have since been responded to by the Town Council's solicitors:

1.1.4 – The Insured risks.

A Town Councillor enquired why there was no mention of subsidence within this paragraph, as this was normal for an insurable risk, and wondered if it should be referenced.

We do not include subsidence as a matter of course as for some buildings this is not obtainable at a reasonable premium. If the building is covered for subsidence this can be included if required. The clause sets out a minimum standard of insurance and extra cover can always be effected.

4.1 and 7.1 rent and break clause

A Town Councillor questioned why there was no break clause for the mid-point of the five year term for the landlord to review the rent etc. I advised that the inclusion of the break clause agreed between both parties was merely because it was a new lease agreement and we were more concerned in giving both parties an opportunity to review how the lease was working and to give opportunity to break the lease, than to review the rent. I've seen the break clause is included in para. 7.1 and I'm happy with this, but would welcome your views on reviewing rental value mid-way through an agreement.

The original agreement was a break clause which we have included. There is normally either a break clause or a rent review clause on the basis that if the Landlord wants to review the rent it can serve notice under the break clause. The disadvantage of this is that the tenant may want to pay less rent. We can include a rent review clause if required but it would be necessary to state the criteria against which the rent is to be reviewed, market rent or cost of living indexation. As this is a new venture for the Club our advice would be to stick with the break clause

Utilities

The leaseholder will be recharged for insurance, electricity and water. At present we are tied into a contract for our buildings with SSE for electricity, as well as for water. We therefore thought it would be easier just to recharge. However the utility agreement for the electricity is up in February 2024, and we had a discussion with the Grasshoppers last year, which considered that they then take on responsibility for their own utility contract from that point. Is there some way that we record this in the agreement, or should we just record that separate to the lease agreement?

The lease envisages that the Tenant will reimburse the Landlord for the cost of utilities. This would cover the existing contract. When this expires there is no reason why the parties should not agree that the Tenant will make its own arrangements. This can be done outside the lease

4.6 Subletting

This clause is understandable and pretty standard, but is that something we can add, that if they wish to consider the sublet of a part of the building, that they liaise with the landlord to understand if this is possible? It's very unlikely that a sports pavilion would or could be sublet because of the nature of the building being mainly changing rooms, but just in case a situation arises down the line.

The clause gives the Landlord complete control. If the Tenant wants to sublet they have to approach the Landlord for consent which can be refused or agreed on terms.

4.8 User

I'm guessing if the Grasshoppers have already signed the lease, they are content with its contents. Re: clause re: sale of alcohol. They would have to obtain a premises licence and have a personal licence holder to do so anyway, but we were wondering if they were fully aware of this clause if they were to host fundraising or summer events etc as it might restrict them.

The Tenant has accepted this provision and I would accept this.

- 1.2 On this basis the Town Clerk has instructed the Solicitors to prepare the final version of the lease agreement ready for signing and sealing. The term of the agreement is for five years and a hard copy is available for execution at Full Council.

2.0 Snatts Road Cemetery Chapels

- 2.1 Further to discussions by Full Council in the autumn of 2022, members of General Purposes Committee confirmed at their meeting on 27 February 2023 that they are satisfied with the preferences of the current tenants and commercial estate agents, and happy to renew the lease agreements for Snatts Road Cemetery Chapels with Mr & Mrs Tourle (there are two agreements – *one for a full chapel, and one for part of the second chapel*). The renewal will be for a term of two years up to 31 January 2025.
- 2.2 The Solicitors have advised that as the rent and other terms remain the same, they have changed the details but otherwise retained the previous forms of the lease. The form may now appear a little old fashioned but the provisions remain the same and would be repeated in any new lease but with slightly different wording.
- 2.3 A copy of the draft lease agreement is attached for review, and if members are satisfied with the contents, can also agree to sign and seal at this meeting.
- #### **3.0 Recommendations**
- 3.1 Members are asked to:
- (i) note the update provided;
 - (ii) note the content of the lease agreements;
 - (ii) approve the lease agreement between Uckfield Grasshoppers Football Club and Uckfield Town Council for West Park Pavilion and agree for two councillors to sign and seal the agreement;
 - (iii) approve the lease agreement between Mr & Mrs Tourle and Uckfield Town Council for the cemetery chapels at Snatts Road Cemetery and agree for two councillors to sign and seal the agreement;

Contact Officer:

Holly Goring

Appendices:

Lease agreement for West Park Pavilion

Lease agreements for Snatts Road Cemetery Chapels

DATED

2022

UCKFIELD TOWN COUNCIL

and

UCKFIELD GRASSHOPPERS JUNIOR FOOTBALL CLUB

LEASE

Relating to premises known as

West Park Pavilion, Markland Way

Uckfield TN22 2DE

WELLERS HEDLEYS SOLICITORS

Butler House

Guildford Road

Bookham : Surrey

KT23 4HB

THIS LEASE is made the day of 2022

BETWEEN

1. THE LANDLORD **UCKFIELD TOWN COUNCIL** of Council Offices
The Civic Centre, Uckfield TN22 1AE

2. THE TENANT **UCKFIELD GRASSHOPPERS JUNIOR
FOOTBALL CLUB** (Company Number
14429299) Registered Office : 108 Nevill Road
Uckfield TN22 1LJ

1.0 DEFINITIONS

1.1 In this Lease the following terms shall have the meanings specified in this Clause

1.1.1 **"the Landlord"** shall where the context so admits include their successors in title;

1.1.2 **"the Tenant"** shall: where the context so admits include their successors in title and where the Tenant comprises more than one person or body covenants by the Tenant shall be joint and several;

1.1.3 **"the Premises"** means the building known as the Pavilion on West Park Recreation Ground, Markland Way, Uckfield TN22 2DE as (for illustrative purposes only) edged red on the plan annexed being part of the land registered aESX182075 and all additions, alterations and improvements thereto carried out during the Term

1.1.4 **"the Insured Risks"** means the risks of loss or damage by fire, lightning, explosion, aircraft, including articles dropped from aircraft, riot civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, and impact by road vehicles and any other risks the Landlord acting reasonably from time to time by notice to the Tenant decides to insure against

1.1.5 **"the Access "** means the existing accessway leading to the Premises from Markland Way as identified on the plan annexed and thereon

coloured brown for illustrative purposes only

1.1.6 **"the Term"** means the period of Five (5) years from the date of this lease (subject to determination as hereinafter provided)

1.1.7 the expression "The Town and Country Planning Act 1990" shall be deemed to include respectively any Act or Acts for the time being in force amending or replacing the same and any orders regulations or directions for the time being issued under or by virtue of the same or any Act or Acts thereby consolidated or any Act or Acts for the time being in force amending or replacing the same

1.1.8 **"the Rent Commencement Date"** means the date of this Lease

2.0 OPERATIVE PROVISION

The Landlord with full title guarantee leases the Premises to the Tenant for the Term **Together** with the rights described in the First Schedule **Except and reserving** to the Landlord and all others entitled the rights as described in the Second Schedule **Paying** to the Landlord the yearly rent of £4,000 clear of all deductions to be paid by four equal payments in advance on the 24th March, 24th June, 29th September and the 25th December in each year the first payment being made on the Rent Commencement Date and being a proportionate sum in respect of the period from the Rent Commencement Date to the following date for payment

3.0 THE PERMITTED USER

It is hereby agreed and declared between the parties hereto that the Landlord makes no representation and gives no warranty as to the permitted user of the Premises under the Town and Country Planning Act 1990

4.0 TENANTS COVENANTS

The Tenant covenants with the Landlord as follows:

4.1 Rent

4.1.1 To pay the reserved rent on the days and in manner provided in clause 2.0

4.1.2 Not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set off

4.2 Outgoings

To pay on demand and to indemnify the Landlord against:

- 4.2.1 an amount equal to all monies which the Landlord is unable to recover from its insurers as a result of any act default or omission of the Tenant
- 4.2.2 the cost to the Landlord of insuring the Premises as provided in Clause 5.2
- 4.2.3 All rates taxes assessments charges impositions and outgoings which are now or at any time during the Term shall be charged assessed or imposed upon the Premises (excluding any payable by the Landlord occasioned by receipt of the rents hereunder or by any disposition or dealing with this lease) or in respect of any public utility or other service charge relating thereto (including without prejudice to the generality of this Clause) water and electricity charges and standing charges which shall be charged by the Landlord to the Tenant on a six monthly basis

4.3 Repair Cleansing and Decoration

- 4.3.1 To repair and maintain the Premises in good and substantial repair and condition except for damage caused by one or more of the Insured Risks
- 4.3.2 To redecorate the exterior and the interior of the Premises as often as is necessary to maintain a good standard of decorative finish (but at least Once during the Term) and to redecorate the Premises in the last year of the Term in a good and workmanlike manner and with appropriate materials of good quality
- 4.3.3 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction or required to be done following a risk assessment as provided in Clause 4.3.4
- 4.3.4 The Landlord and the Tenant shall at least twice during each year of the Term arrange for a risk assessment to be carried out on the Premises with particular reference to the obligations of the Tenant under the provisions of Clause 4.3.3. Such inspection shall be carried out jointly between the Landlord and the Tenant and in the case of irreconcilable dispute or disagreement a suitably qualified person will be appointed by the Landlord at the cost of the Landlord to resolve the dispute or disagreement.

4.4 Waste and alterations

- 4.4.1 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 4.4.2 Not without the Landlord's consent in writing first had and obtained (such consent not to be unreasonably withheld) to make any improvements alterations or structural repairs to the Premises or to alter or modify the external appearance of the Premises
- 4.4.3 The Tenant shall obtain the consent and approval of the Landlord before any application is made for Planning or Building Regulation consent in respect of any proposed alteration and extension and shall provide to the Landlord such plans and information as the Landlord shall reasonably require in respect of such application

4.5 Access of Landlord and notice to repair

- 4.5.1 To permit the Landlord and their duly authorised agent with or without workmen and others at reasonable times and upon not less than 14 days prior written notice (except in an emergency) to enter upon the Premises and examine the condition thereof and after which the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and for which the Tenant is liable and require the Tenant forthwith to execute the same and if the Tenant shall not within thirty days after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Premises and execute such repairs and thereupon the cost shall be a debt due from the Tenant to the Landlord together with all expenses incurred by the Landlord in connection therewith
- 4.5.2 In each year of the Term to arrange for a joint inspection of the Premises with a view to preparing an agreed schedule of maintenance required in respect of the Premises and a timetable for carrying out such works such inspection to be carried out in conjunction with the risk assessment detailed in clause 4.3.4

4.6 Alienation

- 4.6.1 Not to assign underlet or part with possession or grant to third parties any rights to occupy the whole or any part of the Premises

4.7 Landlord's Costs

- 4.7.1 To pay all costs charges and expenses (including Solicitor's costs Bailiff's fees and Surveyor's fees) incurred by the Landlord on a full indemnity basis of and incidental to or in contemplation of :-
- 4.7.2 the recovery or attempted recovery of arrears of rent or other payments due from the Tenant to the Landlord under the terms of this Lease
- 4.7.3 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 and whether or not the notice is actually served or notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- 4.7.4 the enforcement of the Tenant's covenants herein contained
- 4.7.5 the preparation and service of any Schedule of Dilapidations prepared on behalf of the Landlord on the Tenant and the Landlord's Surveyor's charges for compiling the same and supervising the work detailed therein

4.8 User

- 4.8.1 Not at any time to use or permit or suffer to be used the Premises for any immoral or illegal purpose or for the sale of any beer wine or spirits
- 4.8.2 Not to use the Premises other than as a Sports Pavilion or such other purposes as the Landlord may previously authorise in writing

4.9 Statutory Notices

- 4.9.1 Within seven days of the receipt of any order or notice by any government department local or public authority to produce the same to the Landlord and without delay to take all reasonable steps to comply with such notice so far as it relates to the Premises or to join with the Landlord in making such representations in respect of such notice as the Landlord shall deem expedient
- 4.9.2 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye- laws applicable to the Premises

4.10 The Planning Acts

- 4.10.1 Not to do or omit or to permit or suffer to be done or omitted any act matter or thing in on or respecting the Premises which shall contravene

the provisions of the Town and Country Planning Act 1990 at all times hereafter to indemnified and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the said provisions of the said Act as aforesaid

4.11 Yielding Up

- 4.11.1 At the end of the Term (when ever and how ever the Term determines), to yield up the Premises in a good a state of condition and repair as required by the terms of this Lease and to remove the Tenant's fixtures and fittings if so requested by the Landlord making good any damage

4.12 Indemnities

- 4.12.1 To be responsible for and to keep the Landlord fully indemnified against all damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

- 4.12.1.1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control
- 4.12.1.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this lease is subject

- 4.12.2 To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Premises

5.0 THE LANDLORDS COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

5.1 Quiet Enjoyment

- 5.1.1 The Tenant paying the rent hereby reserved and observing and performing the several covenants on their part hereinbefore contained

shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for him

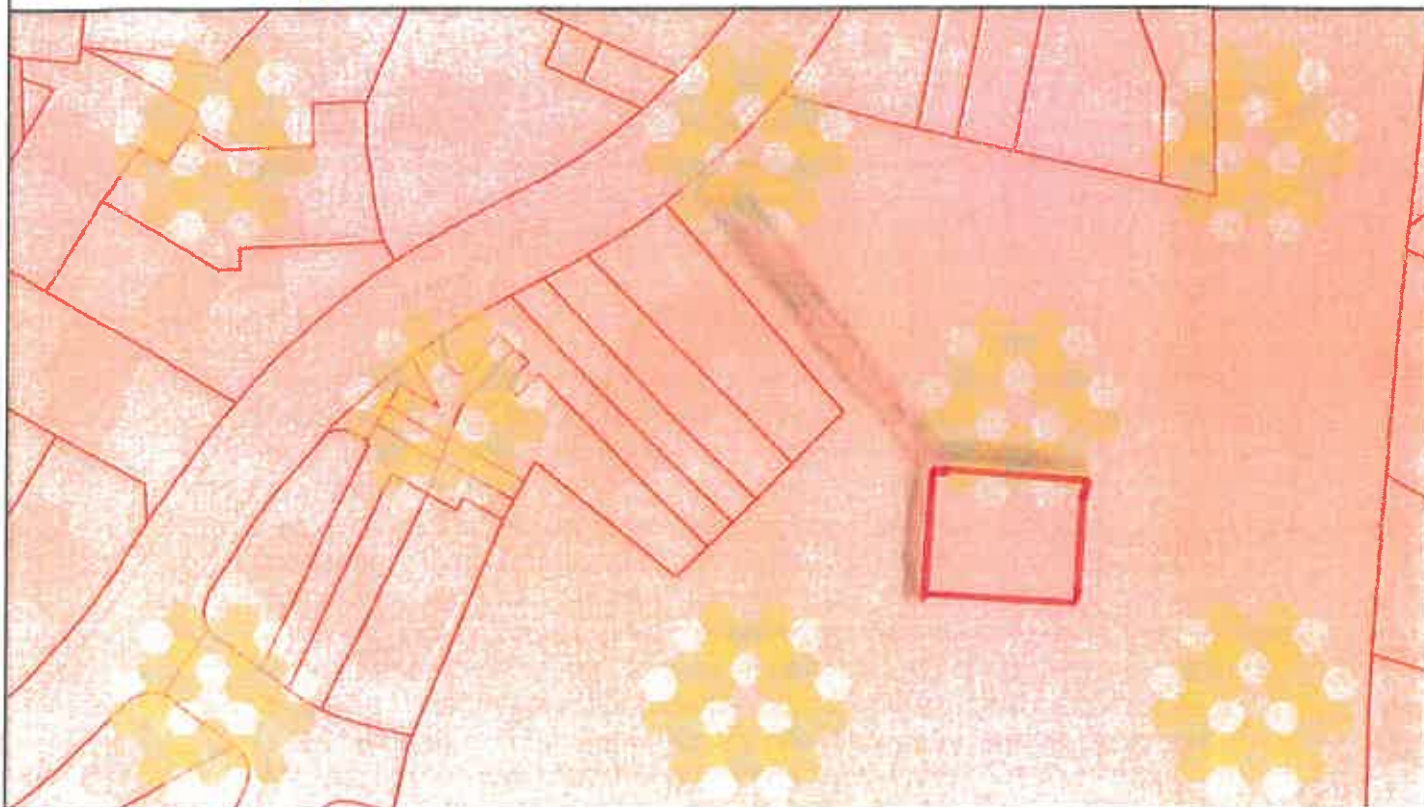
5.2 Insurance

- 5.2.1 Unless the insurance of the Premises shall have been vitiated or payment of the insurance policy monies refused or the insurers shall have declined to renew any such policy by or through the act or default of the Tenant the Landlord will keep the Premises insured against loss or damage by the Insured Risks Property Owners Liability and public and third party liabilities and insurance against personal injury and damage to property and such other risks of insurance as may from time to time be reasonably required by the Landlord
- 5.2.2 To produce to the Tenant on demand a copy of the policy and the last premium renewal receipt or other reasonable evidence of the terms of the policy and the fact that the last premium has been paid
- 5.2.3 As soon as reasonably practicable apply all money received in respect of insurance in rebuilding and reinstating the Premises, making up any difference between the cost of rebuilding and reinstating and the money received out of its own money

6.0 PROVISOS

It is hereby agreed and declared as follows:

- 6.1 If and whenever during the Term the yearly rent reserved or any part of it is outstanding for 21 days after becoming due, whether formally demanded or not or the Tenant breaches any covenant or other term of this Lease or being a Company goes into liquidation the Landlord may at any time re-enter the Premises, or any part of them in the name of the whole and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease
- 6.2 In case the Premises or any part thereof shall at any time during the Term be destroyed or so damaged by any of the Insured Risks so as to be unfit for occupation and use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until



0 2 4 6 8 12 16 20m

Map scale 1:625

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Data last updated 10:00pm 21 DECEMBER, 2021

the Premises shall be again rendered fit for occupation and use PROVIDED THAT if on the expiry of one year commencing with the destruction or damage of the Premises the same shall not have been rebuilt or reinstated so that the Premises are fit for the Tenant's occupation and use and the Landlord shall have used its best endeavours to rebuild or reinstate then either party may by notice served at any time within six months of the expiry of such period determine the Term after the expiry of the notice without prejudice to any rights or remedies that may have accrued to either party against the other

- 6.3 The Tenant shall not be entitled to any right of light or air or otherwise which would in any way interfere with the use by the Landlord or any other person deriving title under it of its adjoining or adjacent land or building or for any other purpose and in particular (but without prejudice to the generality of the foregoing) the Tenant shall not be entitled to the benefit of any quasi-easement right or privilege now or formerly used or enjoyed by the Landlord over any adjoining or neighbouring property owned by it

7.0 DETERMINATION

- 7.1 If either the Landlord or the Tenant wishes to determine this Lease at the expiry of the third year of the Term and gives to the other not less than six months notice of that wish then on the expiry of that notice the Term is to cease and determine immediately but without prejudice to any rights and remedies that may have accrued to either party

8. Exclusion of the Landlord & Tenant Act 1954 sections 24-28

- 8.1 On 2022 the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on 2022 the Tenant made a simple declaration pursuant to schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
- 8.2 Pursuant to the provisions of the 1954 Act Section 38A(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the parties agree that the provisions of the 1954 Act Sections 24-28 inclusive are to be excluded in relation to the tenancy created by this Lease.

9.0 NOTICES

- 9.1 Any Notice under this Lease shall be in writing and shall be duly served if sent by Recorded Delivery Service or Delivered by hand. Notices to be

served on the Landlord should be served on the Clerk to the Town Council and notices to be served on the Tenant are to be duly served if sent or delivered to the registered office of the Tenant or such other address as is notified in writing from time to time to the Clerk to the Landlord

It witness of which the parties have executed this Deed the day and year first before written

THE FIRST SCHEDULE

(Rights Granted)

1. The right for the Tenant and all persons expressly or by implication authorised by it in common with the Landlord and all other persons having a like right to pass and repass to and from the Premises over and along the Access for all purposes connected with the use and enjoyment of the Premises and in common with all other persons having a like right to park vehicles on such area as the Landlord shall designate for the parking of vehicles
2. The free and uninterrupted passage of running water and soil gas and electricity from and to the Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time during the Term be in under or passing through the Landlord's adjoining land
3. The right for the Tenant with servants workmen and others at all reasonable times to enter into and upon other parts of the Landlord's adjoining land for the purpose of repairing cleansing maintaining and carrying out permitted works to the Premises or any part of the Premises causing as little disturbance as possible and making good any damage caused

THE SECOND SCHEDULE

(Rights Reserved)

1. The free passage and running of water soil gas and electricity and other services by and through the sewers pipes wires and drains now in under or upon the Premises
2. All the rights of entry upon the Premises referred to in Clause 4.5 of this

Lease

Executed as a Deed by
UCKFIELD TOWN COUNCIL
acting by two Councillors
in the presence of the Clerk

Council Member

Council Member

Executed as a Deed by
UCKFIELD GRASSHOPPERS JUNIOR
FOOTBALL CLUB acting by a Director
in the presence of :

Director

Name of Director

Witness signature

Witness name

Witness address

DATED

2023

UCKFIELD TOWN COUNCIL

and

MR AND MRS D TOURLE

LEASE

of part of former Cemetery Chapel, Snatts Road, Uckfield

WELLERS HEDLEYS SOLICITORS

Butler House
Guildford Road
Bookham
Surrey KT23 4HB

THIS LEASE is made the day of

2023

BETWEEN

UCKFIELD TOWN COUNCIL of Council Offices, Uckfield Civic Centre, Uckfield, East Sussex TN22 1AE ("the Landlord") of the first part and **DEREK TOURLE** and **AMANDA JANE TOURLE** both of Muthers, 2 Lewes Road, Ridgewood, Uckfield East Sussex TN22 5SL ("the Tenant") of the second part

1.0 DEFINITIONS

1.1 In this Lease the following terms shall have the meanings specified in this Clause

1.1.1 "the Landlord" shall where the context so admits include his her or their successors in title;

1.1.2 "the Tenant" shall where the context so admits include his her or their successors in title and where the Tenant comprises more than one person or body covenants by the Tenant shall be joint and several;

1.1.3 "the Demised Premises" means the Property known as part of the former Cemetery Chapel, Snatts Road, Uckfield East Sussex as the same is edged red on the plan

1.1.4 "the Term" means the term of Two years from the 1st February 2023 (subject to clause 11.0)

1.1.5 "the Building" means the building of which the Demised Premises form part

1.1.6 the expressions "The Town and Country Planning Act 1990" "The Factories Act 1961" and "Environmental Protection Act 1990" and "The Offices Shops and Railway Premises Act 1963" shall be deemed to include respectively any Act or Acts for the time being in force amending or replacing the same and any orders regulations or directions for the time being issued under or by virtue of the same or any Act or Acts thereby consolidated or any Act or Acts for the time being in force amending or replacing the same

2.0 THE DEMISE

The Landlord hereby demises to the Tenant **ALL THAT** the Demised Premises **TOGETHER** with the rights described in the First Schedule **EXCEPTING AND RESERVING** to the Landlord and all

others entitled as described in the Second Schedule **TO HOLD** the same to the Tenant for the Term

YIELDING AND PAYING :-

- 2.1** the yearly rent of £2,000 clear of all deductions to be paid by equal quarterly instalments in advance on the 24th June 29th September 25th December 25th March in each year the first of such instalments to be paid on the signing hereof for the period to the quarter day next
- 2.2** as additional rent a fair and reasonable proportion of such amount as the Landlord shall from time to time pay or be requested to pay by its insurers in respect of premiums for insuring the Building and any new erections , additions or improvements on or thereto in the full reinstatement value thereof and two years rent hereunder against loss or damage by fire and such other risks as provided in this lease and such other risks as the Landlord in its reasonable discretion thinks necessary or desirable

3.0 THE PERMITTED USER

It is hereby agreed and declared between the parties hereto that the Landlord makes no representation and gives no warranty as to the permitted user of the Demised Premises under the Town and Country Planning Act 1990

4.0 TENANTS COVENANTS

The Tenant hereby covenants with the Landlord as follows:

4.1 Rent

- 4.1.1** To pay the reserved rents on the days and in manner aforesaid and if required by the Landlord by Bankers Order
- 4.1.2** Not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off
- 4.1.3** To pay interest on demand at the rate of 4% above the Base Lending Rate of Lloyds Bank



Plc, both before and after judgment, as from the date that the same becomes due and payable, on any rent or other sums and amounts payable to the Landlord under the provisions of this Lease which the Tenant fails to pay within seven days of the date upon which the rent or other sum becomes due and payable

4.2 Outgoings and VAT

To pay on demand and to indemnify the Landlord against:

- 4.2.1 all rates taxes assessments charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Demised Premises or upon the owner or occupier of them (excluding any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease) and if the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord
- 4.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment
- 4.2.3 an amount equal to all monies which the Landlord is unable to recover from its insurers as a result of:-
 - 4.2.3.1 any act default or omission of the Tenant or,
 - 4.2.3.2 the imposition by the insurer of an obligation to bear part of an insured loss (commonly called an excess) and all other amounts deducted by such insurer pursuant to the terms of the Policy

4.2.4 if any rates taxes assessments charges impositions and outgoings costs or expenses specified are charged imposed upon or in respect of the Building of which the Demised Premises form part the Tenant's obligation hereunder shall be to pay a reasonable proportion thereof such proportion in default of agreement between the Landlord and the Tenant to be determined by the Landlord's Surveyor acting as an expert

4.3 Repair Cleansing and Decoration

4.3.1 From time to time and at all times well and substantially to repair clean and keep the interior of the Demised Premises and the sewers drains pipes wires chimneys and sanitary and water apparatus thereof in good clean and substantial repair and condition

4.3.2 As often as may in the reasonable opinion of the Surveyor to the Landlord be necessary in order to maintain a good standard of decorative finish and attractiveness and to preserve the Demised Premises and in the last year of the Term (howsoever determined) to redecorate the interior of the Demised Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor to the Landlord any change in the colours and patterns of such decoration to be approved by the Landlord such approval not to be unreasonably withheld or delayed Provided that if this Lease shall be determined at the end of the first year of the Term by reason of a non renewal of the relevant Planning Consent the Tenant shall only be obliged to return the Demised Premises in the same state and condition as existed at the date of this Lease and the provisions of Clauses 4.3.1 and 4.3.2 shall not impose a higher obligation

4.3.3 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or

competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the Occupier of the Demised Premises

4.4 Waste and alterations

4.4.1 Not to do in or near the Demised Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

4.4.2 Not without the previous consent in writing of the Landlord to make or suffer to be made any alterations or additions to the exterior of the Demised Premises or to cut maim or injure or suffer to be cut maimed or injured the structure or any of the walls or timbers thereof

4.4.3 Not at any time during the Term without the consent in writing of the Landlord first had and obtained (and on which the Landlord may impose such conditions as it thinks fit) to carry out or permit or suffer to be carried on or out in on over or under the Demised Premises or any part thereof any improvement or addition or any building engineering or mining or other operations or works or matter or make or permit or suffer to be made any material change in the use of the Demised Premises or any part thereof

4.4.4 Not to display any sign or advertisement on the exterior of the Demised Premises or any part thereof or otherwise affect alter or modify the external appearance of the Demised Premises

4.5 Access of Landlord and notice to repair

4.5.1 To permit the Landlord and its duly authorised agent with or without workmen and others at reasonable times to enter upon the Demised Premises and examine the condition thereof and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and for which the Tenant is liable as hereinbefore provided and require

the Tenant forthwith to execute the same and if the Tenant shall not within thirty days after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Demised Premises and execute such repairs and thereupon the cost shall be a debt due from the Tenant to the Landlord together with all expenses incurred by the Landlord in connection therewith

4.5.2 To permit the Landlord and its agents with workmen and appliances at all reasonable times to enter upon the Demised Premises

4.5.2.1 to execute works repairs or alterations on any adjoining premises now or hereafter belonging to the Landlord or on part of the Building or to the services thereof (all damage thereby occasioned to the Tenant being made good by the Landlord)

4.5.2.2 to construct alter maintain repair fix anything or additional thing serving any adjoining premises and running through the Demised Premises

4.5.2.3 in exercise of a right or to comply with any obligation of repair maintenance or renewal under this Lease

4.5.2.4 in connection with the development of any adjoining or neighbouring land or premises

4.6 Alienation

4.6.1 Not to assign underlet or part with possession or grant to third parties any rights to occupy part only of the Demised Premises

4.6.2 Not at any time to assign underlet or part with possession or grant to third parties any rights to occupy the whole of the Demised Premises

4.7 Landlords Costs

4.7.1 To pay all costs charges and expenses (including Solicitor's costs Bailiff's fees and Surveyor's fees) incurred by the Landlord on a full indemnity basis of and incidental to or in

contemplation of

- 4.7.1.1 the recovery or attempted recovery of arrears of rent or other payments due from the Tenant to the Landlord under the terms of this Lease
 - 4.7.1.2 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether or not the notice is actually served or notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
 - 4.7.1.3 the enforcement of the Tenant's covenants herein contained
 - 4.7.1.4 the preparation and service of any Schedule of Dilapidations prepared on behalf of the Landlord on the Tenant and the Landlord's Surveyor's charges for compiling the same and supervising the work detailed therein
- 4.7.2 To pay on demand the Landlord's legal expenses and Surveyor's fees (including disbursements) on all licences and duplicate copies thereof resulting from all applications by the Tenant for any consent or approval of the Landlord or its Surveyors required by this Lease including charges fees and disbursements actually incurred in cases where consent is refused or the application is withdrawn or not proceeded with by either the Landlord for good reason or the Tenant for any reason whatsoever

4.8 User

- 4.8.1 Not at any time to use or permit or suffer to be used the Demised Premises for any immoral or illegal purpose or for the sale of any beer wine or spirits or for any sale by auction nor to do or permit or suffer to be done in the Demised Premises any act or thing which may be or grow to the annoyance or disturbance of the Landlord or its tenants or the neighbourhood or which may render any increased or extra premium payable for the insurance of the Demised Premises or which may make void or voidable any policy for such insurance or result in the insurers declining to renew any such policy

- 4.8.2 To carry on in the Demised Premises the use permitted by consent granted by Wealden District Council and any extension of that consent and not to use the Demised Premises or allow the same to be used for any other purpose

4.9 Statutory Notices

- 4.9.1 Within seven days of the receipt of any order or notice by any Government Department Local or Public Authority to produce the same to the Landlord and without delay to take all reasonable steps to comply with such notice so far as it relates to the Demised Premises or to join with the Landlord in making such representations in respect of such notice as the Landlord shall deem expedient
- 4.9.2 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye-laws applicable to the Demised Premises or in regard to carrying on the trade or business for the time being carried on at the Demised Premises

4.10 The Planning Acts and Environmental Law

- 4.10.1 Not to do or omit or to permit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises which shall contravene the provisions of The Town and Country Planning Act 1990 or the Environmental Protection Act 1990 **AND** at all times hereafter to indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the said provisions of the said Act as aforesaid
- 4.10.2 To pay and satisfy any charge that may hereafter be imposed under the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 upon the Landlord or the Tenant in respect of the Demised Premises

4.11 Reletting

4.11.1 To permit the Landlord during the three months immediately preceding the determination of the Term to affix and retain without interference on any part of the Demised Premises a notice for reletting the same and during the said three months to permit persons with written authority from the Landlord or its agent at reasonable times in the day to view the Demised Premises

4.12 Yielding Up

4.12.1 To yield up the Demised Premises with the fixtures and additions thereto (other than such trade or other tenant's fixtures as shall belong to the Tenant) at the determination of the Lease hereby granted in a good and substantial state of repair and condition in accordance with the covenants hereinbefore contained

4.13 Indemnities

4.13.1 To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

4.13.2.1 any act omission or negligence of the Tenant or any persons at the Demised Premises expressly or impliedly with the Tenant's authority and under the Tenant's control

4.13.2.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

4.13.2.3 any defect in the Demised Premises or any part thereof

4.13.3 To give notice to the Landlord of any defect in the Demised Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices

which the Landlord may from time to time reasonably require to be displayed at the Demised Premises

5.0 THE LANDLORDS COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

5.1 Quiet Enjoyment

- 5.1.1 The Tenant paying the rent hereby reserved and observing and performing the several covenants on their part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for him

5.2 Insurance

- 5.2.1 Unless the insurance of the Demised Premises shall have been vitiated or payment of the insurance policy monies refused or the Landlord's insurers shall have declined to renew any such policy by or through the act or default of the Tenant the Landlord will keep the Building insured against loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot and civil commotion and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles subsidence landslip settlement and heave Architects Surveyors and other professional fees demolition and site clearance and related costs incurred in shoring up and land or building damage to or breakage of plate glass Property Owners Liability and public and third party liabilities and insurance against personal injury and damage to property under the Defective Premises Act 1972 and any other similar statute for the time being in force and such other risks of insurance as may from time to time be reasonably required by the Landlord

5.3 Landlords Repairing Obligation

5.3.1 That the Landlord will maintain and keep in good and substantial repair and condition:

5.3.1.1 the main structure of the Building including the foundations all exterior and load bearing walls and the roofs thereof with all gutters and rain water pipes all such gas and water pipes drains and electric cables and wires in under and upon the Demised Premises as are enjoyed or used by the Tenant in common with the Landlord

6.0 PROVISOS

It is hereby agreed and declared as follows:

6.1 If the yearly rent hereby reserved payable by the Tenant to the Landlord under the provisions of this Lease or if any other monies due to the Landlord shall at any time or times remain unpaid for fourteen days after becoming due and payable (whether such rents or monies due shall have been formally or legally demanded or not) or if any of the covenants or agreements on the part of the Tenant or any of the stipulations or conditions herein contained and on the Tenant's part to be performed and observed shall not be performed and observed as required hereunder or if the Tenant (if more than one person any one of them) being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation or a solvent company) or compulsory or has a provisional liquidator or a receiver (including an administration receiver) appointed or is the subject of an administration order or a petition for one or more of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or the Tenant (if more than one person any one of them being an individual) is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under Section 253 or Section 273 or Section 286

—

Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or the Tenant enters into or makes any proposal to enter into any arrangements or composition for the benefit of his creditors then and in every such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise and the Term and everything herein contained shall immediately cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of rent or other monies due or any antecedent breach or non-performance or non-observance of any of the covenants or agreements on the part of the Tenant or the stipulations or conditions herein contained

- 6.2 In case the Demised Premises or any part thereof shall at any time during the Term be destroyed or so damaged by any of the insured risks as provided in Clause 6.1 so as to be unfit for occupation and use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall be again rendered fit for occupation and use
- 6.3 The Tenant shall not be entitled to any right of light or air or otherwise which would in any way interfere with the use by the Landlord or any other person deriving title under it of its adjoining or adjacent land or building or for any other purpose and in particular (but without prejudice to the generality of the foregoing) the Tenant shall not be entitled to the benefit of any quasi-easement right or privilege now or formerly used or enjoyed by the Landlord over any adjoining or neighbouring property owned by him
- 6.4 All walls separating the Demised Premises from other property of the Landlord shall be deemed to be party walls and repairable accordingly

7.0 COMPENSATION

- 7.1 If the Term shall be determined before the expiration of Five years from the date hereof the Tenant shall not be entitled to any compensation under the Landlord and Tenant Act 1954

8.0 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 8.1 A person who is not a party to this deed is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Lease

9.0 STATUS OF LEASE

- 9.1 It is declared that this lease is a new lease within the meaning of the Landlord and Tenant (Covenant) Act 1995

10.0 EXCLUSION OF THE LANDLORD AND TENANT ACT 1954

- 10.1 The Landlord and the Tenant agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this tenancy
- 10.2 The Tenant confirms that before the date of this lease :
- 10.2.1 The Landlord served on the Tenant a notice in a form complying with Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the Regulations) in relation to the tenancy created by this lease and
- 10.2.2 The Tenant, or a person duly authorised by the Tenant) made a Declaration in reply notice in a form complying with Schedule 2 of the Regulations in relation to the tenancy created by this Lease

11.0 DETERMINATION CLAUSE

- 11.1 If Wealden District Council shall refuse to renew the Planning Consent granted by them in respect of the use of the Demised Premises by the Tenant at any time after the expiration of the first year of the Term and the Tenant shall wish to determine this Lease at any time thereafter and gives to the Landlord not less than two months notice of such wish expiring at

the end of a calendar month and up to the date of determination pays all the rents due, then on the expiry of the notice the Term shall cease and determine immediately but without prejudice to any rights or remedies that may have accrued

IN WITNESS of which the parties have executed this Deed the day and year first before written

THE FIRST SCHEDULE

(Rights Granted)

1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass over and along the paths and entrances leading to the Demised Premises
2. The right to subjacent and lateral support and to shelter and protection from the adjoining land in the ownership of the Landlord
3. The free and uninterrupted passage of running water and soil gas and electricity from and to the Demised Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time during the Term be in under or passing through the adjoining land or any part thereof
4. The right for the Tenant with servants workmen and others at all reasonable times upon giving three days notice in writing (or in the case of emergency without notice) to enter into and upon the adjoining land for the purpose of:
 - 4.1 repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
 - 4.2 repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or to the Building or to any part of the adjoining land giving subjacent or lateral support shelter or protection to the Demised Premises in either case causing as little disturbance as possible and making good any damage caused

THE SECOND SCHEDULE

—

(Rights Reserved)

1. The free passage and running of water soil gas and electricity and other services by and through the sewers pipes wires and drains now in under or upon the Demised Premises
2. All the rights of entry upon the Demised Premises referred to in Clause 4.5 of this Lease

EXECUTED as a

Deed by the Landlord

acting by two Councillors in

the presence of the Clerk:-

Councillor

Clerk

Councillor

Counterpart/

EXECUTED as a DEED

by DEREK TOURLE in the

presence of :-

Witness Signature

Witness name

Address

EXECUTED as a DEED

by AMANDA JANE

TOURLE in the presence of :-

Witness Signature

Witness name

Address

DATED

2023

UCKFIELD TOWN COUNCIL

and

MR AND MRS D TOURLE

LEASE

of Former Cemetery Chapel, Snatts Road, Uckfield

WELLERS HEDLEYS SOLICITORS

Butler House,
Guildford Road
Bookham
Surrey KT23 4HB

THIS LEASE is made the day of

2023

BETWEEN

UCKFIELD TOWN COUNCIL of Council Offices, Uckfield Civic Centre, Uckfield, East Sussex TN22 1AE ("the Landlord") of the first part and **DEREK TOURLE** and **AMANDA JANE TOURLE** both of Muthers, 2 Lewes Road, ridgewood, Uckfield, East Sussex TN22 5SL ("the Tenant") of the second part

1.0 DEFINITIONS

1.1 In this Lease the following terms shall have the meanings specified in this Clause

1.1.1 "the Landlord" shall where the context so admits include his her or their successors in title;

1.1.2 "the Tenant" shall where the context so admits include his her or their successors in title and where the Tenant comprises more than one person or body covenants by the Tenant shall be joint and several;

1.1.3 "the Demised Premises" means the Property known as the former Cemetery Chapel, Snatts Road, Uckfield East Sussex as the same is edged red on the plan

1.1.4 "the Term" means the term of Two years from the 1st February 2023 (subject to clause 11)

1.1.5 the expressions "The Town and Country Planning Act 1990" "The Factories Act 1961" and "Environmental Protection Act 1990" and "The Offices Shops and Railway Premises Act 1963" shall be deemed to include respectively any Act or Acts for the time being in force amending or replacing the same and any orders regulations or directions for the time being issued under or by virtue of the same or any Act or Acts thereby consolidated or any Act or Acts for the time being in force amending or replacing the same

2.0 THE DEMISE

The Landlord hereby demises to the Tenant **ALL THAT** the Demised Premises **TOGETHER** with the rights described in the First Schedule **EXCEPTING AND**

RESERVING to the Landlord and all others entitled as described in the Second Schedule
TO HOLD the same to the Tenant for the Term from the date of this Lease **YIELDING**
AND PAYING :-

- 2.1** the yearly rent of £3,500 clear of all deductions to be paid by equal quarterly instalments in advance on the 24th June 29th September 25th December 25th March in each year the first of such instalments to be paid on the signing hereof for the period to the quarter day next
- 2.2** as additional rent such amount as the Landlord shall from time to time pay or be requested to pay by its insurers in respect of premiums for insuring the Demised Premises and any new erections, additions or improvements on or thereto in the full reinstatement value thereof and two years rent hereunder against loss or damage by fire and such other risks as provided in this lease and such other risks as the Landlord in its reasonable discretion thinks necessary or desirable

3.0 THE PERMITTED USER

It is hereby agreed and declared between the parties hereto that the Landlord makes no representation and gives no warranty as to the permitted user of the Demised Premises under the Town and Country Planning Act 1990

4.0 TENANTS COVENANTS

The Tenant hereby covenants with the Landlord as follows:

4.1 Rent

- 4.1.1** To pay the reserved rents on the days and in manner aforesaid and if required by the Landlord by Bankers Order
- 4.1.2** Not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off
- 4.1.3** To pay interest on demand at the rate of 4% above the Base Lending Rate of Lloyds Bank Plc,

both before and after judgment, as from the date that the same becomes due and payable, on any rent or other sums and amounts payable to the Landlord under the provisions of this Lease which the Tenant fails to pay within seven days of the date upon which the rent or other sum becomes due and payable

4.2 Outgoings and VAT

To pay on demand and to indemnify the Landlord against:

- 4.2.1 all rates taxes assessments charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Demised Premises or upon the owner or occupier of them (excluding any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease) and if the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord
- 4.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment
- 4.2.3 an amount equal to all monies which the Landlord is unable to recover from its insurers as a result of:-
- 4.2.3.1 any act default or omission of the Tenant or,
- 4.2.3.2 the imposition by the insurer of an obligation to bear part of an insured loss (commonly called an excess) and all other amounts deducted by such insurer pursuant to the terms of the Policy

4.2.4 if any rates taxes assessments charges impositions and outgoings costs or expenses specified are charged imposed upon or in respect of any building of which the Demised Premises form part the Tenant's obligation hereunder shall be to pay a reasonable proportion thereof such proportion in default of agreement between the Landlord and the Tenant to be determined by the Landlord's Surveyor acting as an expert

4.3 Repair Cleansing and Decoration

4.3.1 From time to time and at all times well and substantially to repair clean and keep the interior of the Demised Premises and the sewers drains pipes wires chimneys and sanitary and water apparatus thereof in good clean and substantial repair and condition

4.3.2 As often as may in the reasonable opinion of the Surveyor to the Landlord be necessary in order to maintain a good standard of decorative finish and attractiveness and to preserve the Demised Premises and in the last year of the Term (howsoever determined) to redecorate the interior of the Demised Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor to the Landlord any change in the colours and patterns of such decoration to be approved by the Landlord such approval not to be unreasonably withheld or delayed Provided that if this Lease shall be determined at the end of the first year of the Term by reason of a non renewal of the relevant Planning Consent the Tenant shall only be obliged to return the Demised Premises in the same state and condition as existed at the date of this Lease and the provisions of Clauses 4.3.1 and 4.3.2 shall not impose a higher obligation

4.3.3 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or



competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the Occupier of the Demised Premises

4.4 Waste and alterations

4.4.1 Not to do in or near the Demised Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

4.4.2 Not without the previous consent in writing of the Landlord to make or suffer to be made any alterations or additions to the exterior of the Demised Premises or to cut maim or injure or suffer to be cut maimed or injured the structure or any of the walls or timbers thereof

4.4.3 Not at any time during the Term without the consent in writing of the Landlord first had and obtained (and on which the Landlord may impose such conditions as it thinks fit) to carry out or permit or suffer to be carried on or out in on over or under the Demised Premises or any part thereof any improvement or addition or any building engineering or mining or other operations or works or matter or make or permit or suffer to be made any material change in the use of the Demised Premises or any part thereof

4.4.4 Not to display any sign or advertisement on the exterior of the Demised Premises or any part thereof or otherwise affect alter or modify the external appearance of the Demised Premises

4.5 Access of Landlord and notice to repair

4.5.1 To permit the Landlord and its duly authorised agent with or without workmen and others at reasonable times to enter upon the Demised Premises and examine the condition thereof and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and for which the Tenant is liable as hereinbefore provided and require the Tenant forthwith to execute the same and if the Tenant shall not within thirty days after

service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Demised Premises and execute such repairs and thereupon the cost shall be a debt due from the Tenant to the Landlord together with all expenses incurred by the Landlord in connection therewith

4.5.2 To permit the Landlord and its agents with workmen and appliances at all reasonable times to enter upon the Demised Premises

4.5.2.1 to execute works repairs or alterations on any adjoining premises now or hereafter belonging to the Landlord or on part of any building of which the Demised Premises form part or to the services thereof (all damage thereby occasioned to the Tenant being made good by the Landlord)

4.5.2.2 to construct alter maintain repair fix anything or additional thing serving any adjoining premises and running through the Demised Premises

4.5.2.3 in exercise of a right or to comply with any obligation of repair maintenance or renewal under this Lease

4.5.2.4 in connection with the development of any adjoining or neighbouring land or premises

4.6 Alienation

4.6.1 Not to assign underlet or part with possession or grant to third parties any rights to occupy part only of the Demised Premises

4.6.2 Not at any time to assign underlet or part with possession or grant to third parties any rights to occupy the whole of the Demised Premises

4.7 Landlords Costs

4.7.1 To pay all costs charges and expenses (including Solicitor's costs Bailiff's fees and Surveyor's fees) incurred by the Landlord on a full indemnity basis of and incidental to or in contemplation of

- 4.7.1.1 the recovery or attempted recovery of arrears of rent or other payments due from the Tenant to the Landlord under the terms of this Lease
- 4.7.1.2 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether or not the notice is actually served or notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- 4.7.1.3 the enforcement of the Tenant's covenants herein contained
- 4.7.1.4 the preparation and service of any Schedule of Dilapidations prepared on behalf of the Landlord on the Tenant and the Landlord's Surveyor's charges for compiling the same and supervising the work detailed therein
- 4.7.2 To pay on demand the Landlord's legal expenses and Surveyor's fees (including disbursements) on all licences and duplicate copies thereof resulting from all applications by the Tenant for any consent or approval of the Landlord or its Surveyors required by this Lease including charges fees and disbursements actually incurred in cases where consent is refused or the application is withdrawn or not proceeded with by either the Landlord for good reason or the Tenant for any reason whatsoever

4.8 User

- 4.8.1 Not at any time to use or permit or suffer to be used the Demised Premises for any immoral or illegal purpose or for the sale of any beer wine or spirits or for any sale by auction nor to do or permit or suffer to be done in the Demised Premises any act or thing which may be or grow to the annoyance or disturbance of the Landlord or its tenants or the neighbourhood or which may render any increased or extra premium payable for the insurance of the Demised Premises or which may make void or voidable any policy for such insurance or result in the insurers declining to renew any such policy
- 4.8.2 To carry on in the Demised Premises the use permitted by Wealden District Council pursuant

to Application Number WD/2006/2925/F and any extension of that consent and not to use the Demised Premises or allow the same to be used for any other purpose

4.9 Statutory Notices

4.9.1 Within seven days of the receipt of any order or notice by any Government Department Local or Public Authority to produce the same to the Landlord and without delay to take all reasonable steps to comply with such notice so far as it relates to the Demised Premises or to join with the Landlord in making such representations in respect of such notice as the Landlord shall deem expedient

4.9.2 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye-laws applicable to the Demised Premises or in regard to carrying on the trade or business for the time being carried on at the Demised Premises

4.10 The Planning Acts and Environmental Law

4.10.1 Not to do or omit or to permit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises which shall contravene the provisions of The Town and Country Planning Act 1990 or the Environmental Protection Act 1990 AND at all times hereafter to indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the said provisions of the said Act as aforesaid

4.10.2 To pay and satisfy any charge that may hereafter be imposed under the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 upon the Landlord or the Tenant in respect of the Demised Premises

4.11 Reletting

4.11.1 To permit the Landlord during the three months immediately preceding the determination of

the Term to affix and retain without interference on any part of the Demised Premises a notice for reletting the same and during the said three months to permit persons with written authority from the Landlord or its agent at reasonable times in the day to view the Demised Premises

4.12 Yielding Up

4.12.1 To yield up the Demised Premises with the fixtures and additions thereto (other than such trade or other tenant's fixtures as shall belong to the Tenant) at the determination of the Lease hereby granted in a good and substantial state of repair and condition in accordance with the covenants hereinbefore contained

4.13 Indemnities

4.13.1 To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

4.13.2.1 any act omission or negligence of the Tenant or any persons at the Demised Premises expressly or impliedly with the Tenant's authority and under the Tenant's control

4.13.2.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

4.13.2.3 any defect in the Demised Premises or any part thereof

4.13.3 To give notice to the Landlord of any defect in the Demised Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Demised Premises

5.0 THE LANDLORDS COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

5.1 Quiet Enjoyment

- 5.1.1 The Tenant paying the rent hereby reserved and observing and performing the several covenants on their part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for him

5.2 Insurance

- 5.2.1 Unless the insurance of the Demised Premises shall have been vitiated or payment of the insurance policy monies refused or the Landlord's insurers shall have declined to renew any such policy by or through the act or default of the Tenant the Landlord will keep the Demised Premises insured against loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot and civil commotion and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles subsidence landslip settlement and heave Architects Surveyors and other professional fees demolition and site clearance and related costs incurred in shoring up and land or building damage to or breakage of plate glass Property Owners Liability and public and third party liabilities and insurance against personal injury and damage to property under the Defective Premises Act 1972 and any other similar statute for the time being in force and such other risks of insurance as may from time to time be reasonably required by the Landlord

5.3 Landlords Repairing Obligation

- 5.3.1 That the Landlord will maintain and keep in good and substantial repair and condition:

5.3.1.1 the main structure of the Demised Premises including the foundations all exterior and load bearing walls and the roofs thereof with all gutters and rain water pipes all such gas and water pipes drains and electric cables and wires in under and upon the Demised Premises as are enjoyed or used by the Tenant in common with the Landlord

6.0 PROVISOS

It is hereby agreed and declared as follows:

6.1 If the yearly rent hereby reserved payable by the Tenant to the Landlord under the provisions of this Lease or if any other monies due to the Landlord shall at any time or times remain unpaid for fourteen days after becoming due and payable (whether such rents or monies due shall have been formally or legally demanded or not) or if any of the covenants or agreements on the part of the Tenant or any of the stipulations or conditions herein contained and on the Tenant's part to be performed and observed shall not be performed and observed as required hereunder or if the Tenant (if more than one person any one of them) being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation or a solvent company) or compulsory or has a provisional liquidator or a receiver (including an administration receiver) appointed or is the subject of an administration order or a petition for one or more of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or the Tenant (if more than one person any one of them being an individual) is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under Section 253 or Section 273 or Section 286 Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or the Tenant enters into or

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- 6.2 In case the Demised Premises or any part thereof shall at any time during the Term be destroyed or so damaged by any of the insured risks as provided in Clause 6.1 so as to be unfit for occupation and use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall be again rendered fit for occupation and use
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the end of a calendar month and up to the date of determination pays all the rents due, then on the expiry of the notice the Term shall cease and determine immediately but without prejudice to any rights or remedies that may have accrued

IN WITNESS of which the parties have executed this Deed the day and year first before written

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(Rights Granted)

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2. The right to subjacent and lateral support and to shelter and protection from the adjoining land in the ownership of the Landlord
3. The free and uninterrupted passage of running water and soil gas and electricity from and to the Demised Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time during the Term be in under or passing through the adjoining land or any part thereof
4. The right for the Tenant with servants workmen and others at all reasonable times upon giving three days notice in writing (or in the case of emergency without notice) to enter into and upon the adjoining land for the purpose of:
 - 4.1 repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
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or protection to the Demised Premises in either case causing as little disturbance as possible
and making good any damage caused

THE SECOND SCHEDULE

(Rights Reserved)

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EXECUTED as a

Deed by the Landlord

acting by two Councillors in

the presence of the Clerk:-

Councillor

Clerk

Councillor

Counterpart/

EXECUTED as a DEED

by DEREK TOURLE in the

presence of :-

Witness Signature

Witness Name

Address

EXECUTED as a DEED

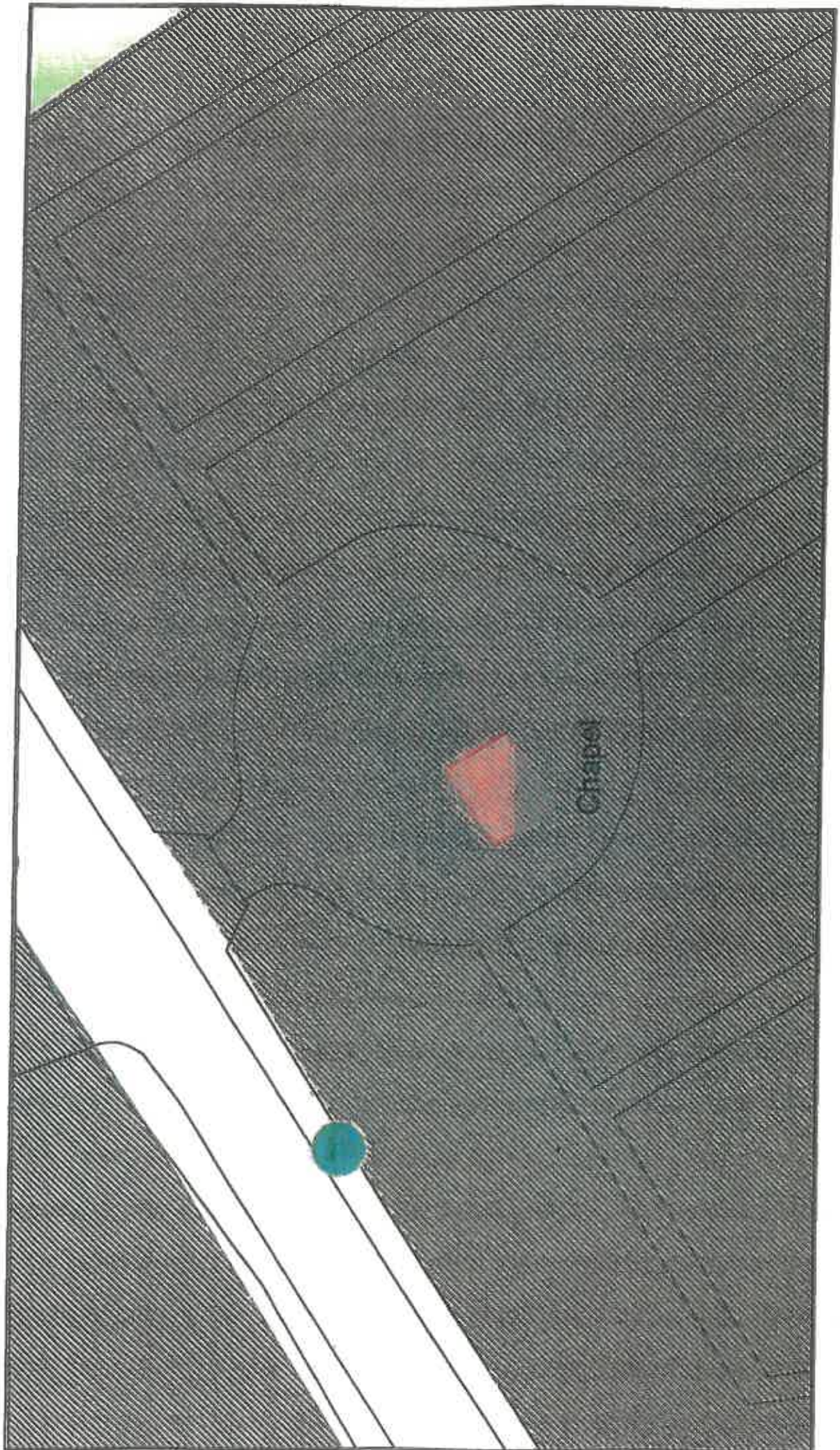
by AMANDA JANE

TOURLE in the presence of :-

Witness Signature

Witness Name

Witness address



Meeting of the Full Council

Monday 6 March 2023

Agenda item 13.0

TO CONSIDER THE MOVEMENT OF ROOMS ON THE FIRST FLOOR OF THE CIVIC CENTRE

1.0 Background

- 1.1 At the meeting of General Purposes Committee in November 2021, members were presented with a report by the Estates & Facilities Manager at that time, which sought to increase utilisation of the first floor Civic Centre meeting rooms, following the lockdowns and difficulties experienced through the pandemic. Members agreed to trial opportunities and review over a short to medium term period.

GP23.11.21 Members **RESOLVED** to consider leasing out both the Martlets and Oakleaf rooms on a trial period for short term commercial let (3-6 months), during 2022/23, and to review how this has worked after a 12-month period.

- 1.2 The Town Council established a temporary agreement for room hire with a local business, which commenced in July 2022 for a six-month period. This was for the hire of the Martlets Room, and the agreement was renewed in December 2022 for a further six months.
- 1.3 With only three months until the renewal period is reviewed, it is important for both the Town Council and the local business to consider how the agreement is working. At present, the main issue of renting out the Martlets room on a temporary agreement, is its placement between two busy meeting rooms. The Martlets room is nestled closely between the Council Chamber and Oakleaf Room, both of which are in frequent use, and this has caused issues with noise disturbance. Previously we would also provide teas, coffees and catering for these meeting rooms in the upstairs foyer but this currently isn't possible due to noise and risk of people gathering outside the door of the Martlets Room. We have also had occasions where customers attending various meetings have repeatedly entered the Martlets room, when meaning to enter the room next door.

2.0 Reviewing options

- 2.1 One of the options that has been considered by Town Council staff, is to consider the re-placement of the room used for medium to longer term hire which would typically be used for business sectors similar to the current business or office based businesses. It was thought that the current Town Clerk's office at the rear of the building would be more appropriate. It is a fair size, and would be located adjacent to the Town Council offices at a quieter end of the building. The Town Clerk could then move into the Mayor's Parlour, which is a slightly smaller room, but sits adjacent to the Town Council offices on the other side. The Mayor's Parlour would provide suitable space for a desk/computer, filing cabinets and a meeting table for Town Council based meetings.
- 2.2 If the current local business in the Martlets room were to move to the Town Clerk's office, the Town Clerk's office would require the adjoining door to the Town Council offices to be blocked up, the room would need to be decorated, and the hirer's carpet could be re-fitted in the office. Money was set aside in the 2023-24 budget to

upgrade the carpet in the Oakleaf Room. This money could therefore be used to lay new carpet in the Martlets room, place this room back out for daily hire.

- 2.3 The costs would therefore be minimal in the initial transfer period, and the transfer of the Town Clerk to the Mayor's Parlour would not require any changes other than ensuring there are the appropriate broadband and telephone connections.
- 2.4 Informal conversations have also been held with current hirers of the Mayor's Parlour to understand their needs.

3.0 Recommendations

- 3.1 Members are asked to consider the proposal and advise the Clerk if they are supportive of trialling this change in the next three months.

Contact Officer: Holly Goring

Meeting of the Full Council

Monday 6 March 2023

Agenda Item 14.0

TO NOTE THE MAYOR'S ENGAGEMENTS

1.0 Summary

- 1.1 The report sets out the engagements of the Town Mayor and Deputy Mayor between 23 January 2023 and 6 March 2023.
- 1.2 Please note that the Mayor, Councillor J. Love and Deputy Mayor, Councillor D. French were re-elected on 23 May 2022.

TO NOTE THE MAYOR'S ENGAGEMENTS

- 01.02.23 Community Lunch with Father John of Holy Cross Church, Uckfield.
- 26.02.23 Uckfield Lions 54th Charter Lunch, Wellshurst Golf Club, Horam.
- 28.02.23 Interview with Ashdown Radio, Bird in Eye Farm, Framfield.

TO NOTE THE DEPUTY MAYOR'S ENGAGEMENTS

- 03.03.23 Chairman's Reception at Herstmonceux Castle, Hailsham.