

THIS LICENCE is made the

fourteenth

day

of

September

One thousand nine hundred and eighty four BETWEEN

HORSHAM DISTRICT COUNCIL of Park House North Street Horsham in the County of West Sussex (hereinafter called 'the District Council') of the one part and THE PARISH COUNCIL OF STEYNING in the said County of West Sussex (hereinafter called 'the Parish Council') of the other part _____

WHEREAS:-

(1) _____ The District Council is the estate owner in respect of the fee simple in possession free from incumbrances of certain land situate at Fletchers Croft Steyning in the County of West Sussex used as a public open space of which the land shown edged red on the plan annexed hereto (usually known as St. Cuthmans Field) forms part

(2) _____ The District Council has agreed in consideration of the covenants on the part of the Parish Council hereinafter contained to grant to the Parish Council a licence to erect and maintain children's play equipment upon the said land edged red on the said plan and to do such other acts and things as are hereinafter described for the term of years and upon the terms hereinafter mentioned _____

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the covenants on the part of the Parish Council hereinafter contained the District Council hereby grants unto the Parish Council leave and licence (a) to erect and maintain children's play equipment on the land edged red on the said plan annexed hereto (b) from time to time at all reasonable times in the daytime enter upon the said public open space and the land edged red on the said plan for the purpose of erecting inspecting and maintaining the said play equipment for the term of seven years from the twenty fourth day of June One thousand nine hundred and eighty four _____

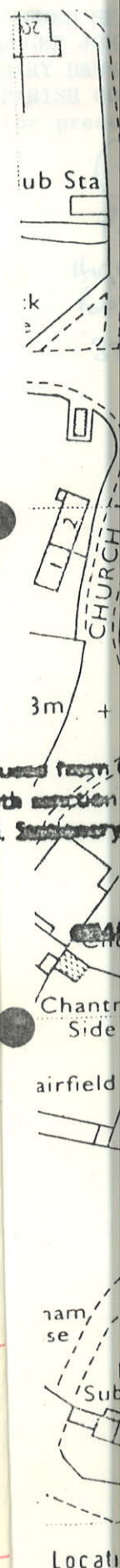
2. THE Parish Council hereby covenants with the District Council as follows:-

(a) _____ To erect the said play equipment in accordance with the makers' instructions and to the satisfaction of the appropriate officer of the District Council

- (b) To maintain the said play equipment in good and serviceable condition at all times
- (c) To discharge all costs in connection with the provision erection and maintenance of the said play equipment
- (d) To erect and maintain timber fencing of height three feet and six inches around the land shown edged red on the said plan together with suitable gateways at the points shown A and B on the said plan
- (e) To make good any damage caused as a result of the provision erection and maintenance of the said play equipment and to maintain the land on which the said play equipment is erected in a condition satisfactory to the appropriate officer of the District Council and to cut the enclosed grass during the growing season
- (f) To keep the District Council indemnified against all damages actions claims prosecution costs and expenses whatsoever arising from the provision erection maintenance and use of the said play equipment
- (g) At the end or sooner determination of the said term as hereinafter provided or within seven days thereafter at their own expense to remove the said play equipment and restore the land or such part thereof as may have been disturbed or damaged to a condition satisfactory to the appropriate officer of the District Council

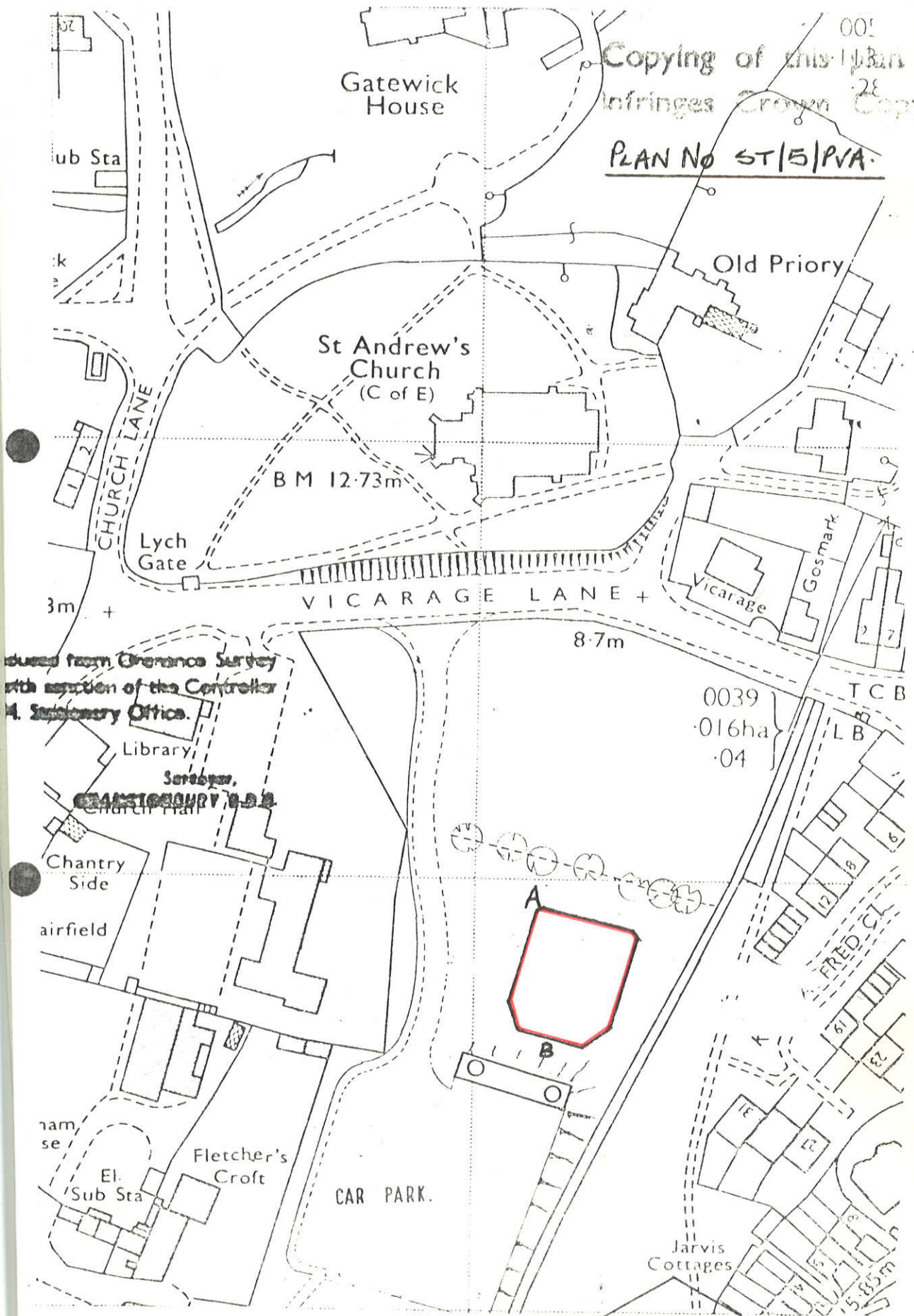
3. IF there shall be any breach non-performance or non-observance of any of the covenants on the part of the Parish Council herein contained then and in any such case it shall be lawful for the District Council forthwith by notice in writing addressed to the Clerk of the Parish Council to determine this licence and thereupon the same shall be determined without prejudice to the remedies of the District Council in respect of anything previously done or suffered

I N W I T N E S S whereof the Common Seal of the District Council has been hereunto affixed and Roger John Millman and Elaine Mary Dawson two members of the Parish Council have on behalf of the Parish Council hereunto set their hands and seals the day and year first before written

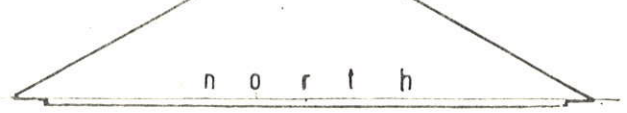


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PLAN No ST/5/PVA.



Location plan - Scale 1/1250.



SIGNED SEALED and DELIVERED by)
ROGER JOHN MILLMAN and ELAINE)
MARY DAWSON two members of the)
PARISH COUNCIL OF STEYNING in)
the presence of:-

Cl. Long
PARISH CLERK
HIGHFIELD BARN
BOSTON ROAD
STEYNING.

R. S. Millman

Elaine Dawson.