

## APPLICATION FOR A LICENCE TO ALTER ACCESS ACROSS ELMER SANDS LTD LAND

### 1. Purpose

The purpose of this licence is to enable an ESL member to alter the access to their property across ESL land.

### 2. Land Ownership Rights

This licence does not alter any ownership rights. It provides for the making, or alteration of a driveway across ESL land but **does not** grant any right to use ESL land for any purpose other than access

### 3. In planning the access alteration the Licensee must follow these guidelines :-

- A **minimum** of 25% of the total frontage of the property must remain as grass verge unless otherwise agreed at the discretion of the Elmer Sands Ltd Council.
- Applications for dual access must maximise the amount of grass verge.
- If the access is to be re-aligned, the old accessway must be grassed over.
- The area of drive or hard surface within the curtilage of the property must provide adequate surface water drainage, in accordance with prevailing Government or Local Authority regulations/guidance e.g. SuDS – Sustainable Surface Water Drainage Systems
- Where [permeable materials](#) are being used, evidence must be supplied to Elmer sands Ltd e.g. a copy order or delivery note.
- Where [non-permeable materials](#) are used, compliance with SuDS must be evidenced and where over 5m<sup>2</sup>, a copy of planning approval provided.
- Where the new driveway meets the road, a water tight seal must be created to prevent liquid from seeping below the road surface, resulting in damage to ESL property. E.g. rutting of the road edges or pot holes etc. Where such damage does occur, the cost of repairing it will be the responsibility of the licensee.
- If the Licensee plans to create an additional accessway, such as, when the boundary of the property adjoins two separate roadways, as in the case of a corner plot, ESL may need to examine the Title Deeds of the property to check compliance. This may incur an administration charge to be paid by the Licensee.
- ESL will inspect the works for compliance with the Licence.
- Please note there is an administration charge for this service, details of which are shown in the 'Schedule' below.

**Procedure:** Fill in your name and address and identify the property.

1. Complete the 'Schedule' with details of the proposed alterations.
2. Sign and return this draft Licence contract to the Elmer Sands Ltd Office, together with all required documentation applicable

## LICENCE TO ALTER ACCESSWAY

This Licence is made between: **Elmer Sands Limited** (the Company)

And.....

whose address

is.....(The Licensee)

## PURPOSE

The Licensee wishes to alter his or her access across ESL land to the Property and the Company is willing to grant him or her a Licence.

## DEFINITIONS

The Property

means.....(address)

The Access Alterations means as set out in the Schedule:

## THE PARTIES AGREE AS FOLLOWS:

1. In order to apply for this access alteration licence, the Licensee must be a member of Elmer Sands Limited and must have paid his or her membership subscriptions up to date.
2. A fee is charged for this licence
2. In consideration of the Licensee's undertaking to maintain in good condition the driveway and the verge at the Property (the Maintenance Obligation) the Company grants the Licensee a licence to make the Access Alterations.
3. This Licence does not alter legal ownership of either Company land or the Licensee's land. ESL members retain the right to walk on ESL land, whether it is still a grass verge or has been altered to a different surface material.
4. The Company may terminate this Licence if:
  - 4.1 the Licensee is in breach of the Maintenance Obligation, provided the Company has first given the Licensee thirty days written notice to remedy the breach of his or her Maintenance Obligation and he or she has failed to do so, or:
  - 4.2 The Licensee has failed to pay his or her membership subscriptions up to date, provided the Company has first given the Licensee thirty days to pay the arrears of membership subscriptions.
  - 4.3 The Licensee regularly uses the driveway or verge (or both) at the Property

for a purpose other than access, provided the Licensor has given the Licensee thirty days-notice to revert to access use only.

4.4 If the Company terminates this Licence, it may make any alterations to the driveway and verge at the Property as it thinks fit; the cost of which will be charged to the licensee/resident of the said property.

### **Fees**

Please note that if the licence is terminated, any fee paid is non-refundable and a new charge will be made for a new Licence application.

## **AGREEMENT**

Signed (for the Company)

Date.....

Signed (the Licensee/s)

Date.....

## **SCHEDULE**

### **1. Administration fee - charged to the registered property owner**

1.1 New licence application = £100.00

1.2 Transfer of an existing licence = £50.00

Please send your payment by bank transfer to:

Elmer Sands Limited

Sort Code:

Account no:

Ref: Licence + your abbreviated address. E.g. 23 Arundel Way => 23AW

## **2. Details of Access Alterations**

These must include:-

- A photograph of the current frontage and access to the property.
- A sketch plan of the proposed alterations including measurements.
- Proposal for sustainable surface water drainage systems (SuDS)
- Details of the materials to be used and evidence of permeable materials.
- Where non-permeable materials are used, a copy of the planning consent (where over 5m<sup>2</sup>) and surface water drainage plan

**Elmer Sands Ltd Registered Office: 23 Arundel Way, PO22 6JH.**

**Tel: 01243 584900**

**e-mail [secretary@elmersands.co.uk](mailto:secretary@elmersands.co.uk)**