

Note on Building /Development Agreement

1. Purpose

The purpose of this Agreement is to establish the guidelines within which an ESL member may carry out a development on his or her property.

2. This Agreement also aims to protect the interests of ESL and its members (particularly neighbours living near the development).
3. This Agreement also aims to ensure that all works are carried out safely, in accordance with relevant laws and of ESL's Code of Conduct and in a way which minimizes inconvenience to ESL members.

Instructions. Please:-

1. Fill in name of Owner at beginning of Contract
2. Identify Property in Definitions.
3. Fill in projected date for completion of works
4. Assemble information required in Schedule 1.
5. Send documents to ESL Secretary.

BUILDING/DEVELOPMENT AGREEMENT

MADE:-

2019

(A) BETWEEN

(1) **ELMER SANDS LIMITED** of 23 Arundel Way, Elmer Sands, Middleton-on-Sea, West Sussex PO22 6JH (The Company)

AND

(2)

(The Owner)

PURPOSE

The Owner intends to carry out works on the Property which is likely to have an impact on land or property belonging to Elmer Sands Limited or other residence or residences within the Estate.

The Owner intends to develop the Property and to carry out the Works and the Company is willing to enter into a Development Agreement with the Owner.

DEFINITIONS

“Elmer Sands Development and Site Operations Requirements” means the requirements set out in Schedule 2

“The Property” means

“The Estate” means Elmer Sands Estate

“The Works” means those works described in Schedule 1

“Written Notice” includes e-mail.

THE PARTIES AGREE AS FOLLOWS:-

1. The Owner undertakes to use his or her best efforts to complete the Works by_____
2. The Works must be carried out in accordance with Elmer Sands Development and Site Operations Requirements.

3. The Owner must make good any damage caused by the Works to the Estate roads and grass verges to the satisfaction of the Company . If the Owner fails to do so within fourteen (14) days of the completion of the Works the Company may, in its sole discretion, reinstate any damage caused by the Works and require the Owner to pay for such reinstatement.
4. The Owner must give the Company ten (10) days notice of any need for large or excessive deliveries
5. The Owner must give the Company fourteen (14) days notice of any need for the closure of a road and to agree the time and period of any closure.

Signed by the Owner

Date

Signed by the Company

Date

SCHEDULE 1 THE WORKS

Please provide 1) details of planned works, preferably in advance of any application for planning permission (this will enable any concerns ESL may have to be dealt with at any early stage) 2) a risk assessment for the site.

SCHEDULE 2

Elmer Sands Development and Site Operations Requirements

Elmer Sands Limited (ESL) is responsible for the management, maintenance and operations of Elmer Sands Estate. All homeowners intending to undertake any works to their properties likely to have any impact on any land or property belonging to Elmer Sands Limited, or any other residence within the boundaries of Elmer Sands Estate must ensure that all works undertaken by themselves, their developers, contractors and agents comply with the ESL Development and Site Operations Requirements.

Homeowners must also ensure that they, their developers, contractors and agents comply with relevant health and safety legislation and such rules as ESL may make concerning the manner in which the development is carried out.

In particular, the following requirements apply:-

- (a) No burning of rubbish is allowed on site.
- (b) The homeowners, developers, agents or contractors must comply with all legislation and Local Authority requirements regarding safety and the control of pollution, including noise pollution.
- (c) The homeowner must advise ESL of the parking requirements of his or her agents or contractors at least ten working days prior to the commencement of the Works and must comply with the Estate parking enforcement policy at all times.
- (d) Site working hours must be between 9-5 Monday to Friday except with written permission from ESL.
- (e) Homeowners must agree with the Company a designated construction route for construction traffic at least ten working days prior to the commencement of the Works.
- (f) The homeowner must ensure that developers, agents or contractors do not cause any restrictions to traffic or pedestrian access in any part of the Estate without the prior agreement of ESL. When working on adopted roads, the contractor must comply with all statutory requirements.
- (g) The homeowner, developers, agents and contractors must not allow any vehicles, rubbish or materials to be placed outside the site boundary without written permission from ESL.
- (h) The homeowner must ensure that developers, agents and contractors keep the site in a neat, clean and tidy condition during all phases of construction and must use their best efforts to minimise any disturbance to other residents on Elmer Sands Estate.
- (i) The homeowner must ensure that developers, agents and contractors establish wheel-cleansing facilities to prevent mud being deposited on the public highway or on the Elmer Sands private roadways.
- (j) The homeowner must ensure that developers, agents and contractors do not allow any vehicles to cause rubbish, mud or other debris (including nails and tacks) to be deposited on the highways or footpaths. If this occurs the homeowner must immediately take remedial action to clean the area. If the homeowner fails to clean

up such rubbish, mud or other debris within twenty-four hours of it being deposited ESL may, without notice to the homeowner, take appropriate remedial action and recover the costs from the homeowner.

(k) The homeowner must ensure that any type of necessary sign posting for the purposes of health and safety or the delivery of materials is kept to a minimum and displayed strictly within the site boundary. The homeowner must ensure that all signage is removed immediately on completion of the development.

(l) The homeowner must ensure that developers, agents and contractors maintain their own site security to prevent unauthorised access and risk to residents of Elmer Sands Estate.

(m) The homeowner must take out appropriate insurance to cover any damage to persons or property on Elmer Sands Estate.

(n) The homeowner must ensure that the site compound is securely and tidily fenced off, that it remains within the owner's property boundaries and that it does not include any property belonging to ESL without the specific written consent of ESL.

(n) No materials may be tipped on any area belonging to ESL without the prior written consent of ESL.

(o) No stockpiled materials may be stored on any area belonging to ESL without the prior written consent of ESL.

(p) Homeowners must ensure that any Works that affect areas belonging to ESL are not undertaken without prior written agreement from ESL. Any damage caused by such Works remain the responsibility of the homeowner and must be reinstated immediately by the homeowner. Where the homeowner fails to reinstate damage caused to ESL land within twenty-four hours of its occurring ESL may, without notice to the homeowner, take appropriate remedial action and recover the costs from the homeowner.

(q) If the Works include alterations or extensions to the original accessway across ESL land, the homeowner must follow the ESL access alteration procedure.

(r) The homeowner must ensure that developers, agents and contractors do not disturb any footpath in the Estate or damage directly or indirectly any part of the infrastructure or roads without the specific written consent of ESL.

(s) Any Works on Estate roads must comply with the Road Traffic Act 1988 and related legislation.

(t) Before the Works commence the homeowner must supply ESL with the name and telephone number of the person the Company may liaise with regarding site matters and the development.

(u) All homeowners must ensure that developers, agents and contractors follow directions by ESL and its representatives concerning the ESL Development and Site Operations Requirements.