DATED 12th August 2019

(I) THE ENGLISH HERITAGE TRUST

AND

(2) BATTLE TOWN COUNCIL

THIS AGREEMENT is made the 12th August day of 2019

BETWEEN:-

(I) THE ENGLISH HERITAGE TRUST whose main office is at The Engine House Fire Fly Avenue Swindon SN2 2EH ("English Heritage"); and

(2) BATTLE TOWN COUNCIL whose offices are at The Almonry High Street Battle East Sussex TN33 OEA ("the Council")

WHEREAS:-

I. Abbey Green as shown for the purposes of identification only edged red on the attached plan ("the Property") is in the freehold ownership of the Secretary of State for Culture Media and Sport ("the Secretary of State")2. The Secretary of State has directed that English Heritage manage the Property on his behalf under Section 34 of the National Heritage Act 1983.

3. The Council has agreed to undertake the proper and efficient day to day care and management of the Property on the terms and conditions set out in this Agreement and the Schedule.

IT IS HEREBY AGREED as follows:-

Agreement Period

1. This Agreement shall commence for a period of 10 years subject to earlier termination in accordance with the provisions of this Agreement.

Management

2. The Council shall be responsible for the proper and efficient day to day care and management of the Property.

3. The English Heritage contact for the purpose of this Agreement is Geoffrey Hawkins, Portfolio Surveyor – South, telephone 01483 252 000 {"the ES").

4. If requested an annual review meeting will be held between the Council and English Heritage to review the operation of this Agreement.

Use

5. The Council shall use the Property for the primary purpose of providing a public open space but may also allow the area to be used, without charge, for community events. The Council may also erect on the Property public benches and planters for flower displays.

Public Admission

6. Subject to clauses 15 and 16 relating to emergency closure the Council shall ensure as far as is reasonably practicable that the Property shall remain accessible to the public at all reasonable times unless agreed otherwise with English Heritage.

7. The Council shall not make any charge whatsoever to the public for admission to the Property. Complaints Accidents or Incidents

8. The Council shall deal promptly with any complaints, accidents or incidents and shall report such complaints, accidents or incidents to the ES quarterly, or immediately in respect of any complaints, accidents or incidents of a serious nature, giving details of the date and nature of the complaint, accident or incident together with any action taken or proposed, as appropriate.

Maintenance

9. The parties to this Agreement agree that the photographic record attached as Schedule 1 hereto constitutes a fair and accurate record of the condition of the Property at the date hereof.

10. The Council shall maintain the Property and its facilities in good repair and shall take all reasonable steps to prevent the Property and its facilities from suffering damage or injury and in particular shall ensure that the archaeological and historic integrity of the Property is preserved.

11. English Heritage may from time to time inspect and monitor the standard of maintenance and request that any defects in such work be remedied forthwith.

12. English Heritage will upon reasonable request, subject to available resources, provide professional advice and guidance regarding the use and maintenance of the Property or its archaeological or historical integrity and will advise the Council on the archaeological historical or structural consequences of any proposal by the Council affecting the Property.

Health and Safety

13. The Council shall be responsible for health and safety matters in carrying out its duties under this Agreement and shall ensure the health and safety of its own staff and of members of the public and any other visitors to the Property.

14. A Health and Safety risk assessment will be carried out as set out in the Schedule within 6 months of the date of this Agreement.

Emergency Closure

15. The Council shall be responsible for ensuring the immediate closure of the Property to the public in cases of emergency and shall notify the ES immediately of any such closure.

16. If, in English Heritage's opinion, the site requires immediate closure the Council will do so immediately on the instruction of the ES.

Site Security

17. The Council shall be responsible for making reasonable arrangements for the security of the Property subject to the agreement of the ES.

Access

18. English Heritage its employees or agents shall have access to the Property at all reasonable times.

Appointment of Site Manager

19. The Council shall nominate a site manager (the Site Manager) for the Property within 7 days of the commencement of this Agreement who shall be responsible for ensuring compliance with the terms of this Agreement and for carrying out quarterly inspections of the Property to ensure its maintenance and preservation.

Artefacts

20. Any objects or artefacts found on the Property whether in the course of any excavation or otherwise will (unless treasure trove or the property of any third party) be the property of English Heritage. The Council will notify English Heritage in writing of all finds within a reasonable time of their being made and upon request surrender possession to English Heritage.

Publicity

21. English Heritage shall be entitled to display such signs or other promotional material on or at the Property as it thinks appropriate or desirable subject to prior notification and consultation with the Council.

22. The Town Council shall be entitled to display such signs or other promotional material on or at the Property as it thinks appropriate or desirable subject to prior approval by English Heritage.

23. The Council shall not use the name or logo of English Heritage whether as part of a promotion or otherwise without the prior written consent of English Heritage.

Special Events and Filming

24. No events or filming may take place at the Property without the prior written approval of English Heritage ES. Such approval may be given subject to any conditions considered appropriate by English Heritage in the particular circumstances. EH shall be entitled on reasonable notice to the Council to hold events at the Property or to allow filming to take place.

Trading

25. The Council may occasionally use the Property for commercial purposes which may include the provision of temporary catering facilities. The Council may similarly permit occasional third

party use of the Property for commercial purposes. The Council may use the Property for a monthly Farmers Market.

26. Any goods sold from the Property shall not be detrimental to the image of the Property or English Heritage.

27. English Heritage shall have no liability regarding to the loss or damage to the trading stock of the Council or others.

Permitted Use

28. The Property shall only be used for the purposes permitted under this Agreement and no works or activities may be carried out by the Council save as herein expressly provided for or as may be agreed otherwise by English Heritage. Any consent given under this clause will not relieve the Council of the need to obtain any other consents or permissions required under any legislation or otherwise.

Consents

29. The Council shall obtain and maintain in force any consents, permissions or licences necessary to undertake any activities to be carried out under this Agreement and shall ensure that all relevant statutory requirements in respect thereof are complied with.

30. The Council shall obtain all necessary consent or perm1ss1on required under legislation or regulations with regard to any works of maintenance or repair or other activities to be carried out under this Agreement and shall strictly observe any conditions which may be imposed thereon.

31. For the avoidance of doubt the provisions of Classes 6, 8,and 9 of the Ancient Monuments (Class Consents} Order 1994 do not apply to works carried out by the Council under this Agreement and the Council shall therefore ensure scheduled monument consent under the Ancient Monuments and Archaeological Areas Act 1979 is obtained before carrying out any such works.

Indemnity

32. The Council shall indemnify and keep indemnified English Heritage against all actions, claims, demands, proceedings, damages costs charges and expenses whatsoever with regard to the:-

(i} personal injury to or death of any person;

(ii} loss of or damage to any property including any property belonging to English Heritage:-

howsoever caused and

(iii} failure by the Council to comply with the conditions of this Agreement:

save to the extent that any such action or claim arises out of the negligence of English Heritage.

Insurance

33. Without thereby limiting its responsibilities under clause 31 the Council shall obtain and maintain insurance with a reputable insurance company for the duration of this Agreement to cover any liability which it may incur under this Agreement and shall produce evidence of such insurance to English Heritage for inspection upon request.

Financial and Reporting Arrangements

34. The Council shall retain any income received from the Property all such income being wholly used for the preservation, maintenance, benefit or enhancement of the Property under the terms of this Agreement.

35. The Council will be responsible for bearing the cost of any rates, taxes or other expenditure relating to the Property including, but not exclusively, Non-Domestic rates (Business Rates) and VAT.

Termination

36. Either party shall be entitled to terminate this Agreement on 6 months written notice.

37. English Heritage may without prejudice to any other right terminate this Agreement in writing with immediate effect if:-

37.1 The Council commits a breach of any of its obligations under this Agreement and fails to remedy such default within such time as may be specified by English Heritage in writing; or

37.2 The Council enters into liquidation whether compulsorily or voluntarily (otherwise than a voluntary liquidation for the purposes of amalgamation or reconstruction at a time when it is solvent) or compounds with its creditors or has a receiver or administrator appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt; or

37.3 English Heritage ceases to have responsibility for the Property.

37.4 The status or composition of the council is altered (or may be) as a result of Local Government Review.

38. The termination of this Agreement shall be without prejudice to the rights of the parties accrued up to the date of such termination.

39. On termination the Council shall return forthwith to English Heritage any correspondence, reports, documents, specifications, papers, information and any other property belonging to English Heritage which may be in its possession or control.

Variation

40. No variation of this Agreement shall be valid or of any effect unless between the parties hereto and recorded by written memorandum attached to this Agreement and signed and dated by both parties.

Review

41. This Agreement will be reviewed immediately upon the passing of any Order or Statutory Instrument making a change to the Local government arrangements in Battle and in any event not later than the second anniversary of the date hereof.

Hindrance

42. The Council shall inform English Heritage promptly of anything which hinders or prevents the Council from complying with the terms of this Agreement.

Waiver

43. Failure or neglect by English Heritage at any time to enforce the terms of this Agreement or to require performance by the Council of any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of any such terms and shall not affect the validity of this Agreement.

Liability

44. Save as provided above English Heritage shall not be liable to make any payments to the Council nor shall English Heritage be liable to any third party in respect of debts incurred by the Council.

Agency

45. The Council shall carry out its obligations under this Agreement as a principal and not as an agent and in no circumstances shall the Council hold itself out as being an agent of English Heritage.

Assignment and Sub-Contracting

46. The Council shall not assign, transfer or sub-contract any part of this Agreement without English Heritage's prior written approval.

47. The Council shall not enter into any sub-contract with any supplier or contractor for the purpose of carrying out its obligations under this Agreement or any part thereof without the prior consent in writing of English Heritage.

48. In the event that the Council is permitted by English Heritage to use sub-contractors to carry out its obligations under this Agreement or any part thereof the Council shall include within the terms and conditions of the sub-contract a condition that any sum properly due to a sub-contractor or supplier (subject to any adjustment made by the Council) shall be paid within a specific period not exceeding 30 days from the receipt of a valid invoice.

Notices

49. Any notice or other communication to be given to English Heritage under the terms of this Agreement shall be served by sending by post to the Estates Surveyor Eastgate Court 195-205 High Street Guildford Surrey GUI 3EH.

50. Any notice to be given to the Council under the terms of this Agreement shall be served by sending by post to the address set out on page 1 of the Agreement.

Severance

51. In the event that any of these terms, conditions or provisions shall be determined invalid unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

Status of Agreement

52. This Agreement is for the day to day care and management of the Property for a period of 10 years.

Nothing in this Agreement shall be taken as conferring any lease or other estate or interest in land upon the Council in respect of the Property or diminishing the responsibilities of English Heritage for the proper preservation of the Property and for ensuring public access thereto.

Miscellaneous

53. Any reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument or the like shall include a reference to any amendment or re-enactment thereof.

54. Words involving the masculine gender include the feminine gender, words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.

55. The headings in this Agreement are inserted only for convenience and shall not effect its construction.

IN WITNESS whereof the parties have signed this Agreement the day and year first before written

Signed

GEOFF HAWKINS 12/8/19

(An authorised signatory for and on behalf of The English Heritage Trust)

Signed

CA HARRIS TOWN CLERK

(An authorised signatory for and on behalf of Battle Town Council)