

BRIGHTON & HOVE CITY COUNCIL
Consent to the placement of an Observation Wheel upon the public highway

HIGHWAYS ACT 1980 PART VIIA

PERMISSION to place an observation wheel upon the public highway at the site listed below.

RECITAL

- A) By an agreement for Lease dated 18th February 2011 (“the Agreement”) **BRIGHTON & HOVE CITY COUNCIL** (“the Council”) have agreed to grant a Lease to **PARAMOUNT ENTERTAINMENTS LIMITED** (“the Licensee”) of land known as Dalton’s Bastion, Kings Road, Brighton part of which comprises a public highway.
- B) In order to give effect to the provision of the Agreement an application has been made by ‘the Licensee to the Council for their consent under the provisions of the Highways Act 1980 (“the 1980 Act”) to the erection of an observation wheel and associated facilities(in accordance with the planning permission reference BH2011/0764 dated 19th May 2011) upon the public highway at Madeira Drive and Dalton’s Bastion as shown on the attached plan (hereinafter called ‘the Placement’).
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PERMISSION

The Council acting as the Highway Authority in exercise of their powers under Part VIIA of the Highways Act 1980 HEREBY CONSENT to the said application upon the following conditions:-

1. Legal Issues

- 1.1 This Licence is personal to the Licensee and may not be transferred.
- 1.2 Sub-letting of the highway is forbidden.
- 1.3 The Licensee shall indemnify and keep indemnified the Council against all actions claims and liabilities which may arise by reason of the Placement or of this consent. The Licensee shall provide public liability cover to an adequate level and this shall not be less than £10m. Evidence for this cover must be produced to the Council’s officers on demand.
- 1.4 If deemed necessary the Council may (acting reasonably) alter the conditions of this Licence at any time for any legally defensible reason. The Licensee shall not be entitled to any compensation for loss of trade or business as a result.
- 1.5 The consent hereby granted shall remain in force until the expiry or earlier termination for any reason of the Lease granted pursuant to the Agreement after which date the Placement shall be removed by the Licensee at their expense.
- 1.6 This Licence relates only to the placing of objects upon the highway. It is the responsibility of the Licensee to obtain all other consents required in connection with the proposed extension of their business onto the highway.

- 1.7 It is a condition of this Licence that all consents and permissions and all health & safety, environmental health or other legal provisions or measures required by Brighton & Hove City Council or other legal authorities are obtained and adhered to. Proven failure to comply with legislation and/or the reasonable and legitimate instructions of an authorised officer of the Council, Her Majesty's Health & Safety Executive or the Police may be considered a breach of the conditions governing the licence.
- 1.8 Without prejudice to any other rights the Council may have (and without prejudice to any claim that the Council may have against the Licensee in respect of any prior breach of a condition of the Licence), this Licence may be revoked upon the Licensee (acting by its officers or otherwise) passing a resolution for winding-up, or a court of competent jurisdiction making an order to that effect; or entering into liquidation, a voluntary arrangement or administration or having a receiver appointed and the Licensee (nor any administrator or receiver thereof) shall not be entitled to any compensation for loss of trade or business as a result.
- 1.9 Any material breach by the Licensee of the covenants contained in the Lease granted pursuant to the Agreement and made between the Council in its capacity as landowner and the Licensee may be deemed to be a breach of this Licence and enforcement action may be taken by the Council under clause 4 hereof.
- 1.10 For the avoidance of doubt no provision of this Licence shall prevent the Council taking any lawful action whatsoever that it deems to be appropriate in the interests of highway safety and the Licensee shall not be entitled to any compensation for loss of trade or business incurred as a result of such action.

2. Licensed Area:

- 2.1 In this Licence "the Licensed Area" means the area shaded yellow on the attached plan, a copy of which is to be kept available for inspection at the Licensed Area by the Licensee at all times.
- 2.2 The Council, acting reasonably, reserves the right to insist that the Licenced Area is surrounded by a barrier or fencing. The use and design of all such barriers must be approved in writing by the Council.
- 2.3 The Licensed Area must be kept clean, being washed down as necessary, and free of litter at all times. The Licensee is responsible for regularly clearing all debris and litter associated with the Licensed Area, whether inside the bounds of the Licensed Area or not.
- 2.4 No object may be placed upon the highway outside the Licensed Area at any time. Items left unattended or found out of sight of the licensed premises may be removed and impounded without warning.
- 2.5 The cooking and/or sale of food and drink within the Licenced Area is prohibited save as otherwise permitted in the Lease.
- 2.5 The Licensee shall make good any damage caused to the Highway arising out of the erection, presence, use, maintenance, dismantling or removal of the Placement to the complete satisfaction of the Council.

3. General:

- 3.1 The Licensee must clearly display on site a Display Licence provided by the Council in such a position that it is clearly visible from the highway.
- 3.2 The improper parking of vehicles by staff or persons associated with the licensed site (including delivery vehicles) will be considered a breach of the licence.

4. Enforcement

- 4.1 In the event of any breach of the terms of this Licence the Council may take such enforcement action as it considers appropriate under the provisions of the Highways Act 1980 and the Licensee shall not be entitled any compensation for loss of trade or business as a result.
- 4.2 For the avoidance of doubt the permission given by this Licence extends only to the Placement and items not forming part of the Placement or otherwise outside the terms of this Licence are subject to removal save that the Licensee will not be restricted from placing any signs on the queuing area and/or any signs adverts and branding on the Wheel itself subject to having all appropriate planning consents and permissions in relation to the same PROVIDED THAT no sign of any type may be fixed to the seafront railings or any other property belonging to the Council.

Dated

Signed for and on behalf of Brighton & Hove City Council

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For and on behalf of the Head of City Infrastructure

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For and on behalf of Paramount Entertainments Limited

