

**THIS AGREEMENT** is made the                      day of                      Two thousand and twenty one  
**BETWEEN** (*Medical Centre Holdings Ltd on behalf of themselves and residents with access requirements over the affected highway* ) (hereinafter together called “the Residents and Medical Centre Holdings Ltd”) of the one part and **BRIGHTON & HOVE CITY COUNCIL** of Hove Town Hall, Norton Road, BN3 3BQ acting by the officer who has signed this document (hereinafter called “the Council”) of the other part

**WHEREAS**

(1) The Council is the highway authority for Brighton and Hove for the purposes of the Highways Act 1980 (“the 1980 Act”) and is empowered to make a public space protection order pursuant to Section 59, 64 and 72 of the Antisocial Behaviour, Crime and Policing Act 2014 restricting access into Oxford Court Alley for the purposes of reducing crime or anti-social behaviour

(2) The Council has resolved to make the Oxford Court Public Space Protection Order (PSPO) 2021 permitting the maintenance of the gate at the junction of Oxford Court Alley and Oxford Street (the Gate) subject to the provision and day to day operation of the Gate being operated by the Residents and the St Peters Medical Centre

(3) The Residents and Medical Centre Holdings Ltd have agreed to operate the Gate in accordance with the provisions hereinafter appearing

**WITNESSETH**

1. **THE** Residents and Medical Centre Holdings Ltd hereby jointly and severally agree as follows:

- (i) To maintain the Gate to the satisfaction of the Council. This will include maintaining the appearance of the Gate and ensuring it continues to function.

- (ii) To upgrading the existing locking mechanism to a secure PIN operated entry lock, and an easy release mechanism to prevent any person from becoming trapped in an emergency, and to maintain this in good working condition
- (i) To maintain and replace when necessary the locking mechanism, Gate or any part requiring replacement
- iii) To ensure that the footway beyond the Gate remains free of litter and debris, liaising with the Council's Cityclean where necessary
- iv) To ensure that the Council's Highways, Cityclean and out of hours service are informed of any change to the combination code or access arrangements
- (iv) To remove the Gate within 14 days of the termination of this Agreement pursuant to paragraph 3. below

2. **IT IS HEREBY AGREED AND DECLARED** that all costs associated with this Agreement (and which for the avoidance of doubt include the installation maintenance and removal of the Gate) shall be borne by the Residents and Medical Centre Holdings Ltd jointly and severally

3. **THE** Council reserves the right to terminate this Agreement should there be any default by the Residents and Medical Centre Holdings Ltd in the terms of the same or should the Council be satisfied that the restriction imposed by the Public Space Protection Order is no longer expedient in all the circumstances for the purpose of reducing crime or anti-social behaviour

**SIGNED by the said**

**SIGNED by the said**



