

DRAFT FOR CONSULTATION

THIS AGREEMENT is made the day of Two thousand and twenty two
BETWEEN *(Residents and businesses with access requirements over the affected highway)*
(hereinafter together called “the Residents and Traders”) 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 Pool Passage for the purposes of reducing crime or anti-social behaviour

(2) The Council has resolved to make the Pool Passage Public Space Protection Order (PSPO) 2022 permitting the maintenance of the gate at the junction of Pool Passage and Pool Valley (the Gate) subject to the provision and day to day operation of the Gate being operated by the Residents and Traders

(3) The Residents and Traders have agreed to operate the Gate in accordance with the provisions hereinafter appearing

WITNESSETH

1. The Residents hereby jointly and severally agree as follows:
 - (i) To install and 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 provide a secure locking mechanism including a PIN operated entry lock and to maintain this in good working condition

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- (i) To maintain and replace when necessary, the locking mechanism, Gate or any part requiring replacement
- (ii) To ensure that the gate and locking mechanism remain accessible to all those with a right of access and to ensure that the needs of those with disabilities requiring access are met, recognising that these needs may change over time
- 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 Traders jointly and severally

3. **THE** Council reserves the right to terminate this Agreement should there be any default by the Residents and Traders 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

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SIGNED by the said

SIGNED BY

For and on behalf of Brighton & Hove City Council

Authorised officer

DATED _____ **2022**

- and -

Brighton & Hove City Council

AGREEMENT

To maintain the gate at Pool Passage Brighton

Elizabeth Culbert
Head of Law
Brighton and Hove City Council
Hove Town Hall
Hove BN3 3BQ

