

Agreement between _____ **as developer**
and the Welcomes and Uplands Road Association

THIS AGREEMENT made the _____ day of _____ 2022

BETWEEN

Insert directors names here

of the one part

AND

COLIN BROWN of Willow Cottage 161 Welcomes Road, Kenley Surrey, AND **Richard Russell** of 12 Zig Zag Road Kenley, Surrey, being the Chairman, and Secretary respectively of the **WELCOMES AND UPLANDS ROAD ASSOCIATION** (the Association) of the other part.

Welcomes and Uplands Roads (the roads) are private and unadopted roads maintained at the expense of the frontagers and managed by the Association by an elected Road Committee and are the long recognised Street Authority and Road Managers

In respect of the proposed development which comprises the demolition of the existing dwelling and construction of _____ with associated parking on the site located on land at No _____ Welcomes/ Uplands Road/ spur road, Kenley CR8 5xx ("the site") the parties hereto agree to abide by the conditions set out hereunder:

1. That in consideration of the extra wear and tear to the said roads from HGV traffic generated from the intended construction a levy of £XX,000 (xxxx thousand pounds) is payable to the Association, 50% payable on signing this agreement and in any event prior to securing the site and commencement of site clearance and ground work, with the balance outstanding to be paid on the first completed sale in the new development. If 100% of the levy is paid upfront a 10% discount on the full cost will be applied. The Association reserves the right to raise an additional road levy if construction traffic is considered to be excessive if for example the site needs more excavation work than expected
2. That any exceptional damage beyond what can be considered normal wear and tear caused to the road surface, gate posts, street furniture or verges during the course of demolition and construction be repaired at the developer's expense, to an agreed standard as soon as practicable after completion of all work including making good any and all excavations carried out to connect utilities
3. In the event of HGV traffic using routes not authorised in this agreement, any damage caused to the verges of any adjoining roads or other property during the course of construction be made good as soon as practicable by the developer or their contractor/agents at their expense and made good to the satisfaction of the owners

4. That during construction work, contractor and delivery vehicles will be restricted to using the Kenley Lane entrance to Welcomes Road to access the site in line with the routing laid down by the Local Authority. Construction traffic is prohibited from entering at the Hayes Lane entrance to Welcomes Road. Variations to routing may be directed by the Association, as the recognised street authority, depending on other events in the road including closures or the location of the development which may be in Uplands Road or any of the spur roads adjoining Welcomes or Uplands Roads where the road levy will also be applied
5. That any mud or other debris deposited on the road due to construction work by the contractors be removed as soon as practicable. To assist with this it is necessary that hard standing is created on site for both vehicles and materials. *(It is particularly important that the road is kept clean during commuter travelling hours in the morning and evening when there are more pedestrians using the road and/or children and parents walking to school)*
6. In line with Local Authority regulations work on the site is restricted to the hours of 8am to 6pm, Monday to Friday and 8am to 1pm Saturdays. No work to be carried out on Sundays and only quiet work on Bank Holidays. No loud radios or music should be played at any time and should not cause nuisance or annoyance to neighbours
7. That contractor or tradesmen vehicles shall not be parked in Uplands Road, Welcomes Road or Zig Zag Road at any time unless by special arrangement with the Association Committee or the Zig Zag and Leacroft Road Association- contact details to be exchanged by the parties; additional parking charges may be levied
8. Building materials and skips must not be stored or located on Welcomes Road at any time. Deliveries should be made to the site after 10.00 am and before 3pm to avoid interrupting traffic along Welcomes Road at busy times; **These times must be adhered to without fail to allow free passage of commuter traffic, school runs and the needs of emergency vehicles taken into account at all times**
9. That advertising in Welcomes Road be restricted to within the boundaries of the site and the contact details of the site manager including a relevant mobile phone number be posted on the gate to the site and placed on the Association web site www.wura.org.uk
10. That all surface water be contained on site by means of adequate soakaway provision
11. That in the event of a sale the owner's liability to the annual private road charge be incorporated into the title deeds in a form to be supplied by the Association
12. That the Association will not contest the contractors' rights of way over that relative section of Welcomes Road from the Kenley Lane end to the boundaries of the site

The benefit and burden of this agreement may be assigned by the Developer to any purchaser or purchasers of the site or any part thereof within a period of five years from the date hereof **PROVIDED THAT** (if so required by the Association) the said purchaser or purchasers shall enter into an agreement directly with the Association in similar form to the terms hereof within thirty days of the said purchase.

A copy of this document or relevant details will be given by the Developer to the building contractors employed or their agents for their information and guidance;

The signing of this agreement represents the assurance of the developers and their agents carry appropriate insurance including Public Liability cover

SIGNED

For and on behalf of the **Association**

For and on behalf of the **Developer**