Dated 5TH SEPTEMBER **2025**

1. Parties:

1.1 the "**Developer**" means **RODWELL PROPERTY LIMITED** (Company Registration No.: 09357382) whose registered office is at Rodwell House 2A Vicarage Road Hornchurch Essex RM12 4AT

1.2 the "**Council**" means **WEST SUSSEX COUNTY COUNCIL** of County Hall Chichester West Sussex PO19 1RQ

2. Interpretation:

2.1 **IN** this Agreement unless otherwise stated the following expressions where the context so admits shall have the following meanings:

2.2 The "**CDM**" means the Construction (Design and Management) Regulations 2015 and any successor legislation

2.3 a "**Competent Person in Health and Safety**" means an employee/contractor/ consultant with health and safety training experience and qualifications

2.4 the "**Completion Certificate**" means the certificate to be issued on satisfactory completion of the Works in accordance with Clause 13

2.5 the "**Director for Law and Assurance**" means the Director for Law and Assurance for the time being of the Council or any other officer of the Council authorised by him

2.6 the "**Drawing**" means the drawing numbered 22971-122 Rev I annexed to this Agreement and signed by or on behalf of the parties to this Agreement and any amended such Drawing signed by or on behalf of the Proper Officer

2.7 the "**Estimated Works Cost**" is the sum of Twenty Thousand Pounds (£20,000.00) being the amount which is in the opinion of the Proper Officer the cost of carrying out the Works within the period specified in Clause 4.1

2.8 the "**Final Certificate**" means the certificate to be issued on satisfactory completion of the Works in accordance with Clause 15

2.9 the "**Highway**" means an existing highway maintainable at the public expense both within the administrative boundaries of the Council and of National Highways as shown on the Drawing

2 10 the "**Maintenance Period**" means the period specified in Clause 13

2 11 the "**Proper Officer**" means any officer of the Council for the time being appointed for the purposes of this Agreement or of any provision contained in this Agreement

2 12 the "**Section 6 Agreement**" means the agreed form of agreement annexed to this Agreement at Annex A made between the Council and National Highways to allow the Developer to work within National Highways highway boundary to complete the Works in accordance with the terms of this Agreement

2 13 the "**Specification**" means the Department of Transport Specification for Highway Works

2.14 the "**Stage 3 Safety Audit**" means an audit as defined in the Department of Transport Design Manual for Roads and Bridges 1991: Volume 5 Section 2 Part 2 GG119 as amended by the WSCC Safety Audit Adopted Policy

2 15 the "**Statutory Undertaker**" means a "statutory undertaker" as defined in Section 329(1) of the Highways Act 1980 and shall include persons authorised under any enactment to carry on an undertaking for the supply of electricity gas water and any sewerage undertaking and shall also include the Environment Agency the holder of a licence to operate telecommunication systems the Civil Aviation Authority and the holder of a licence to supply cable television

2 16 the "**Works**" means the improvements alterations and additions to the Highway shown on the Drawing and specified in the First Schedule

2.17 **references** to clauses sub-clauses annexures and schedules are unless otherwise stated references to clauses sub-clauses recitals annexures and schedules to this Agreement

2.18 **the** singular number shall include the plural number and the masculine and neutral genders shall include the feminine gender and vice-versa

3. Background:

3.1 **THE** Council is the Local Highway Authority for highways in West Sussex

3 2 **THE** Developer is the estate owner in fee simple absolute in possession of the land to the south of Old Shoreham Road, Lancing in the County of West Sussex which is shown for the purpose of identification only by red edging on the Drawing ("the Land") and intends to carry out development on the Land

3.3 **THE** Developer desires to carry out work shown coloured yellow blue green pale yellow pale green and pale blue on the Drawing upon the Highway

3 4 **THE** land coloured yellow green and blue on the Drawing sits within the Council's highway boundary and the land coloured pale yellow pale green and pale blue sits within the highway boundary of National Highways

DRAWING NO

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NOTES:

1. All dimensions to be checked on site. All details and dimensions relating to sub-Contractors work must be checked and agreed between the sub-Contractor or supplier and the general Contractor.

2. This drawing is to be read in conjunction with all relevant Architect's and Engineer's drawings and specification.

3. The main Contractor is responsible for ensuring the stability of the structure whilst the works are in progress.

4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority. No liability is accepted by the Consultant and the main Contractor is responsible for obtaining and checking all information and taking due care and attention whilst undertaking the works.

WEST SUSSEX COUNTY COUNCIL
SECTION 278 KEY

Carriageway

Footpath

Verge

The Civil Engineering Practice
11 Tungsten Building
George Street
Fishersgate
Sussex
BN41 1RA

01273 424424
reception@civil.co.uk
www.civil.co.uk

CLIENT
Shaws Installations Ltd

PROJECT
4-6 Old Shoreham Road
Lancing

TITLE
S278 Agreement Plan
Proposed Site Access Arrangement and
A27 Access Alterations

DRAWN	DATE	PROJECT NO.
P Reynolds	Oct 23	22971
ENGINEER	CHECKED	DRG. No. / REV.
S Magowan	SRM	122 i

SCALE
1:200 @ A1

3 5 **UNDER** the terms of this Agreement the Developer is undertaking works within the Highway as the Council's agent

3.6 **ON** or before the completion of this Agreement the Council will enter into an agreement under Section 6 of the Highways Act 1980 with National Highways so works can be undertaken by the Developer as agent for the Council within the highway boundary of National Highways and the agreed form or a copy of the completed Section 6 Agreement is annexed to this Agreement at Annex A

THIS Agreement is made pursuant to Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 106 of the Town and Country Planning Act 1990

IT IS HEREBY AGREED AND DECLARED by and between the parties to this Agreement as follows

4. <u>Developer's Liability:</u>

4.1 **THE** Developer shall carry out and complete the Works as agent for the Council but at the Developer's expense in a good and workmanlike manner and with proper materials in accordance in all respects with Drawing and with the notes shown on Drawing and in accordance with the Specification to the satisfaction of the Proper Officer

4.2 **THE** Section 111/278 Works shall commence within 3 months from the date of this Agreement and once the booking of the road space has been arranged (the "Commencement Date") SAID road space booking to be within 3 calendar months of the date of this Agreement and the Developer shall complete the Works to the satisfaction of the Proper Officer within 4 weeks of the commencement date

4 3 **THE** Developer undertakes not to cause any vehicular traffic restriction or interruption on the Highway nor to cause pedestrians to cross the carriageway of the Highway during the hours of 7.00 a.m. to 9.00 a.m. and 4.00 p.m. to 6.30 p m. on Mondays to Fridays and during the hours of 9 00 a.m. to 6.00 p.m. on Saturdays in direct or indirect connection with the construction of the Works without the prior written consent of the Proper Officer

4.4 **THE** Developer hereby agrees to comply with all statutory procedures under the New Roads and Street Works Act 1991 (as amended) and the Traffic Management Act 2004

AND FURTHER AGREES that it will prior to the commencement of the Works give to the Proper Officer of the Council a minimum of seven days notice in writing of both the proposed date on which the Works are due to commence and the expected duration of the said Works and shall also inform the Council as soon as the Works have been completed

4 5 **THE** Council agrees that under its network management duty it shall prioritise all notifications given under this Clause 4 5 against other requests already received by the Council and any works already programmed and shall treat all works promoters with parity

4.5 **THE** Developer covenants with the Council that upon the completion of this Agreement the Developer will pay the legal costs of the Council involved in the preparation and execution of this Agreement

5. The Section 6 Agreement

5 1 **WITHOUT** prejudice to any express reference elsewhere in this Agreement the Developer hereby agrees to comply with the obligations contained within the Section 6 Agreement and the Developer covenants that:

(a) subject to clause 5.2 it will comply with the obligation in the Section 6 Agreement as if the obligations placed upon the Council were obligations placed upon the Developer; and

(b) it will provide whatever reasonable assistance the Council requires of it (including the payment of any National Highways' costs arising under the Section 6 Agreement) in order for the Council to comply with any obligations imposed upon the Council by the Section 6 Agreement

5.2 **THE** Council shall notify the Developer as soon as reasonably practicable of any notices demands or requests it receives from National Highways that might be reasonably necessary for the Developer to comply with clause 5.1 above.

6. Traffic Regulation Orders & Recovery of Costs

THE Council agrees that subject to its statutory duties from time to time it will use its best endeavours to publish and make such Order or Orders for the restrictive use of that part of the publicly maintainable highway known as Old Shoreham Road as shown on the Drawing to facilitate the carrying out of the Works within shown on the Drawing and shall serve notice or letter in lieu thereof upon the developer for the making of such

Order or Orders **AND** the developer **HEREBY UNDERTAKES** that it will pay to the Council the Council's proper costs (including any incurred by its consultants) associated with the making of such Order or Orders

7. Advance Publicity

7.1 **PRIOR** to the commencement of the Works the Developer at his own expense shall provide written notification sent by recorded delivery or hand to all businesses and residents within along Old Shoreham Road and any other locations necessary in the opinion of the Proper Officer detailing the Works their duration and predicated impact on the road network this letter must also contain a contact name and address of the Developer should the recipients have any queries

7.2 **THE** written notification referred to in Clause 7.1 above shall be delivered to all businesses and residents at least 2 weeks prior to commencement of the Works

7.3 **WORDING** for the written notification referred to in Clauses 7.1 and 7 2 above is to be submitted to the Proper Officer for approval no later than 4 weeks prior to the commencement of the Works and NO written notifications relating to the Works are to be delivered or submitted to the press without the prior approval of the Proper Officer such approval not to be unreasonably withheld or delayed

8. Features:

8.1 **THE** Developer undertakes that in the event of the Proper Officer employing a suitably qualified agent to check any feature (including structures) (the "Features") included as any part of the Works or that is under or over the Highway and which in his sole judgment requires specialist knowledge to check the design of the Features in order to gain technical approval of the Features it shall reimburse to the Council all costs incurred by it in its endeavours to gain any such technical approval within twenty-eight days of receipt of an invoice

8 2 **THE** Developer shall notify the Proper Officer in writing by letter not less than 48 hours prior to the commencement of all stages of excavation and concrete operations concerned with the Features

9. **Statutory Undertakers - Costs:**

9 1 **THE** Developer shall before the date specified for completion of the Works pay all charges levied by any Statutory Undertaker in connection with the removal protection or alteration of any of their apparatus required as a result of the Works

9.2 **IF** in any case a Statutory Undertaker requires that the Council shall be responsible for the cost of any such removal protection or alteration the Developer shall pay such cost to the Council as soon as so requested by the Proper Officer and no instruction to carry out such removal protection or alteration will be given to the Statutory Undertaker until the payment has been made

10. **Access to the Site:**

THE Developer shall during the carrying out of the Works give to the Proper Officer and any other officer of the Council access to every part of the Land for the purpose of inspecting the Works and all materials used or intended to be used for the purpose of the Works

11. **Procedure for Inspection and Issue of Certificates:**

WITHIN fourteen days of receipt of a written application by letter from the Developer for the issue of a Final Certificate pursuant to this Agreement and within twenty-eight days of a written application by letter from the Developer for the issue of a Completion Certificate pursuant to this Agreement the Proper Officer shall inspect the works to which the application relates and where necessary provide the Developer with a definitive list in writing by letter of any remedial works required to be carried out before the issue of that Certificate and any such remedial works shall be subject to the same inspection procedure detailed in this Agreement until such time as they shall be completed to the satisfaction of the Proper Officer who within twenty-eight days shall issue the relevant Certificate

12. **The Stage 3 Safety Audit:**

12 1 **THE** Developer shall at its own expense appoint an independent company/consultant to carry out the Stage 3 Safety Audit of the Works

12.2 **ON** completion of the Stage 3 Safety Audit the Developer shall:-

(a) submit to the Proper Officer the independent company's/consultant's report on the Stage 3 Safety Audit detailing its findings

(b) carry out at its own expense the Stage 3 Safety Audit remedial works to the satisfaction of the Proper Officer prior to the issuing of the Part 2 Certificate and the Completion Certificate

13. **Completion Certificate:**

ON completion of the Works and the Stage 3 Safety Audit remedial works to his satisfaction the Proper Officer shall issue his Completion Certificate to the Developer and from that date the Maintenance Period of twelve calendar months shall commence to run

14. **Obligations During the Maintenance Period:**

DURING the Maintenance Period:

(a) the Developer at its own expense shall maintain the Works including all grassed and planted areas and carry out such routine maintenance as may be necessary to facilitate use by vehicles and pedestrians

(b) the Council at its own expense shall undertake routine maintenance of and be responsible for payment for energy for all street lights and illuminated traffic signs

15. **Final Certificate:**

PRIOR to the expiration of the Maintenance Period the Developer shall without delay and at its own expense reinstate and make good any defect or damage which may have arisen from any cause whatsoever or be discovered during the Maintenance Period (including any defect in or damage to the road surface water system) of which it has been notified in writing by the Proper Officer so that the Works comply with the Specification

and then provided that:

(a) the Developer has paid to the Council all amounts due to the Council under this Agreement, and

(b) any necessary reinstatement or other works (including the Stage 3 Safety Audit remedial works if any) have been completed to the satisfaction of the Proper Officer; and

(c) the Developer has delivered to the Proper Officer drawings showing the Works as constructed and an electronic plan showing the layout of the Road in accordance with the format described in the Second Schedule; and

the Proper Officer shall issue his Final Certificate relating to the Works to the Developer

16. Proper Officer's Powers:

ANY decision of the Proper Officer under the provisions of this Agreement shall be final and binding upon the parties to this Agreement

17. The Management of Health and Safety at Work:

17 1 **THE** Developer shall comply with the Health and Safety at Work etc Act 1974 and all other current relevant legislation approved codes of practice British-European Harmonised Standards and relevant industry best guidance applicable to the safe undertaking of the Works

17.2 **THE** protection of the general public is to be given paramount importance by the Developer and the particular attention of the Developer is drawn to the following non-exhaustive list of legislation most applicable to highway works and with which the Developer is to comply as a condition of this Agreement:

1. Chapter 8 - Traffic Signs Manual 2009
2. The New Roads and Street Works Act 1991 and Approved Code of Practice - Safety at Street Works and Road Works (2013)
3. The Construction (Design and Management) Regulations 2015 and any successor legislation
4. Traffic Signs (Amendments) Regulations and General Directions 2017
5. The Lifting Operations and Lifting Equipment Regulations 1998
6. Provision and Use of Work Equipment Regulations 1998
7. The Management of Health and Safety at Work Regulations 1999
8. The Control of Substances Hazardous to Health Regulations 2002
9. The Control of Substances Hazardous to Health (Amendments) Regulations 2004

18. Competence of Contractors Engaged on Highway Works:

18.1 **THE** Developer shall have suitable and sufficient safe working systems in place for ensuring that all contractors engaged on the Works are competent to fulfil their

relevant functions pursuant to the CDM and any other applicable legislation and subsequent amending legislation and evidence of the existence of such systems shall be provided to the satisfaction of the Proper Officer at the Proper Officer's request

18.2 **THE** Developer shall ensure that a Competent Person in Health and Safety is employed until the issue of the Final Certificate

18.3 **THE** Developer shall appoint a supervisor qualified in accordance with the provisions of Section 67 of the New Roads and Street Works Act 1991 and any subsequent amending legislation until the issue of the Final Certificate

19. <u>Periodic Inspection of the Works</u>:

19.1 **THE** Developer shall permit the Proper Officer to have unfettered access to all parts of the Works and the Land for the purpose of the giving of health and safety advice and taking any action deemed necessary by him to ensure the protection of the general public employees of the Council and others as applicable having regard to the principal/main contractor's obligations and responsibilities under health and safety legislation

19.2 **THE** right of the Proper Officer to enter upon the site of the Works and his taking or requesting actions that in his absolute discretion are necessary for reasons of health and safety shall not in any way lessen the primary obligation of the Developer or that of any contractor in its employ to comply with all health and safety legislation

20. <u>Health and Safety File:</u>

20.1 **UPON** the issue of the Final Certificate the Developer shall provide the Council with information from the health and safety file (as defined by the CDM) which is relevant to the Works

20.2 **THE** information content shall be proposed by the contractor for approval by the Proper Officer and as specified by the Proper Officer

21. <u>Administration and Inspection Fee:</u>

21.1 **THE** Developer has paid to the Council the sum of Three Thousand Pounds (£3,000.00) in respect of the costs incurred by the Council in administration and in inspecting the Works

21.2 **RECEIPT** by the Council of the payment of such sum shall not create any contractual relationship between the Council and the Developer nor absolve the Developer from any

liability or obligation imposed upon it by the terms of this Agreement or by statute or at common law and the Council will not be liable for any loss damage or injury which the Developer may sustain by reason of insufficient or faulty inspection of the Works by the Council **UNLESS**

a) the Council was specifically invited to inspect a particular element of the Works; and

b) the Council failed to inspect those Works in accordance with the terms of this Agreement or carried out an inspection of that element of the Works but did not uncover any fault; and

c) the loss damage or injury was specifically related to the element of the Works that the Council was invited to inspect; and

d) the fault in the Works would have been identified in the normal course of an inspection carried out by a local highway authority acting reasonably.

22. <u>Deposit by Way of Security:</u>

22 1 **UPON** the execution of this Agreement the Developer will deposit with the Council by way of security the sum of Twenty Thousand Pounds (£20,000) (hereinafter called "the Sum")

22.2 **THE** Council will deposit the Sum with the Council's bankers and said Sum will be refunded to the Developer as follows:

22.2 1 Ten Thousand pounds (£10,000) upon the issue of the Completion Certificate

22.2 2 Ten Thousand pounds (£10,000) (hereinafter called "the Refund") upon the issue of the Final Certificate referred to in Clause 15 hereof

PROVIDED THAT the Council may deduct from the Refund the proper costs incurred or estimated to be incurred by the Council as a result of.-

22.2.3 The Developer failing to maintain the Works in accordance with its obligation set out in Clause 14 hereof, or

22.2.4 The Developer failing to comply with all other obligations covenants and undertakings on the part of the Developer contained herein

22.3 **IN** the event of the Developer being in breach of such obligations and the Council exercising their rights under Clauses 23 and 24 hereof then the Council shall refund to the Developer the Refund on the completion by the Council of the Works pursuant to the exercise of their rights contained in Clauses 23 and 24 hereof having deducted therefrom

any costs incurred by the Council in so exercising their rights under Clauses 23 and 24 hereof

22 4 **THE** parties shall act reasonably and in good faith with regard to the implementation of this Clause.

23. Determination by the Council:

IF the Developer fails to perform or observe any of the conditions stipulations or obligations on its part contained in this Agreement or if a receiving order in bankruptcy is made against it or if the Developer is being wound up or if the Developer enters into a composition or scheme of arrangement (otherwise than for the purpose of amalgamation or reconstruction) the Council may without prejudice to any of their rights claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (except for Clauses 22 24 and 25) by notice in writing signed by the Director of Law and Assurance and delivered to the Developer or sent by post to the address stated in this Agreement

24. Power to Execute Works in Default:

WITHOUT prejudice to Clauses 4 and 23 if the Developer fails to execute or complete the Works in accordance with the Developer's obligations contained in this Agreement the Council shall after not less than twenty-eight days notice in writing to the Developer be entitled to execute or complete the works to which the notice relates in default by its own employees or by contract or otherwise and to recover the cost as certified by the Proper Officer from the Developer

25. Council's Covenants:

THE Council hereby covenants with the Developer:

(a) to use its best endeavours to mitigate any loss or damage sustained by reason of any default by the Developer by taking such reasonable steps as the Council shall think fit

(b) to apply all monies received from the Developer as mentioned in Clause 22.2 towards the expenditure involved in executing or completing the Works and maintaining and making good all defects for a period of twelve months after completion

(c) in the event of the sum paid by the Developer to the Council exceeding the cost of executing or completing the Works and maintaining and making good all defects as set out in this Agreement together with the amount of the Council's usual establishment charges to repay to the Developer within twenty-eight days after the expiry of the Maintenance Period the amount of such excess that the Final Certificate will be issued in accordance with this Agreement

(d) to act reasonably and in good faith in connection with the implementation of this Agreement

26. Specification to Take Precedence:

IN the event of any conflict between any provision of the Specification and anything shown on the Drawing including any details or particulars the provisions of the Specification (together with any applicable supplemental specification details not covered by the Specification) shall take precedence over any such thing details or particulars and over any specification produced by the Developer or its agent

27. Indemnities:

27 1 **THE** Developer shall indemnify the Council in respect of any actions charges claims costs damages demands expenses or proceedings (including claims relating to the infringement or disturbance or destruction of any right easement or privilege) arising out of or in connection with or incidental to the carrying out of the Works and their subsequent use other than those arising out of or in consequence of any act or default of the Council

27 2 **THE** Developer shall have the Council's interest endorsed on an existing policy of insurance to cover the indemnity in Clause 27.1 and the certificate of insurance shall be produced to the Director of Law and Assurance prior to the commencement of the Works

27 3 **THE** Policy shall have a minimum third party public liability cover of £10m (the "Cover") and the Developer hereby undertakes to maintain the Cover until the issue of the Final Certificate and on notice from the Director of Law and Assurance the Developer shall increase the Cover to such additional amount of cover as specified in the notice

27.4 **THE** Developer shall indemnify the Council in respect of claims for compensation under Section 10 of the Compulsory Purchase Act 1965 and claims under Parts I and II

of the Land Compensation Act 1973 arising out of or in connection with or incidental to the carrying out of the Works and their subsequent use other than those arising out of or in consequence of any act or default of the Council

27.5 **FOR** the avoidance of doubt such indemnification referred to in Clause 27 4 includes compensation payments under Part I of the Land Compensation Act 1973 and all fees reasonably incurred by claimants and those of the Council or its agent or contractor in negotiating any claims (together with Value Added Tax payable upon the claimants' professional advisors' fees) and statutory interest payments to claimants and their professional advisors together with the Council's reasonable legal costs in making such payments of compensation fees and interest

28. Materials Sampling and Testing:

THE Developer shall pay for the cost of sampling and testing the materials used or intended to be used in the Works as required by the Proper Officer whether carried out by the Developer or in his absolute discretion by the Proper Officer and the Developer shall if it has carried out such sampling and testing send to the Proper Officer without delay the results of such tests for his approval

29. Adherence to the Specification:

THE Developer shall at its own expense produce any evidence that the Proper Officer may require in order to verify that it has constructed the Works in accordance with the Specification

30. Arbitration:

IN the event of any dispute as to the construction of the Works the dispute shall be referred to an independent expert who shall be a chartered civil engineer to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers and whose decision shall be final and binding on the parties to this Agreement and in this respect this Agreement shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re-enactment or modification

31. Rights of Third Parties:

FOR the avoidance of doubt it is agreed and declared that:-

31.1 **NOTHING** in this Agreement shall be construed as expressly providing a right for any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999, and

31.2 **NOTHING** in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name class description or otherwise) or any right to enforce a term contained in this Agreement

31.3 **NOTWITHSTANDING** the provisions contained in Clauses 31.1 and 31.2 a party who is the permitted successor to or an assignee of the rights of a party is deemed to be a party to this Agreement

31.4 **THIS** Agreement may be rescinded or varied without the consent of or the need to give any notice to any person not a party to it

32. <u>Assignment:</u>

THIS Agreement may not be assigned by the Developer without the consent of the Council which consent shall not be unreasonably withheld or delayed

ANNEX A

The agreed form of the Section 6 Agreement

national highways

[redacted]

National Highways
Bridge House
1 Walnut Tree Close
Guildford
GU1 4LZ

West Sussex County Council
Room 202 County Hall
West Street
Chichester
West Sussex, PO19 1RQ

2025

Our ref:
Your ref:

Dear Sirs,

HIGHWAYS ACT 1980 – SECTION 6 AGREEMENT (MINI)
Highway Works at A27 Old Shoreham Road

Further to West Sussex County Council's request to close the existing crossover access onto the A27 Lancing Manor roundabout and install full height kerbing and create a new access including verge and footway works at Old Shoreham Road on the A27 Trunk Road ("the **Trunk Road**"), West Sussex County Council ("the **Council**") is authorised to undertake the works, as shown in the Schedule of Works below ("the **Works**") in accordance with the terms and conditions listed as follows:

1. The Council shall carry out the Works as agent of National Highways Limited ("**National Highways**").

2. Prior to commencing the Works, the Council must enter into an agreement under section 8 of the Highways Act 1980, in substantially the same form as the document at Annex 2, with National Highways for the maintenance of that part of the Trunk Road shown hatched red on drawing number 111 B at Annex 1 to this agreement.

3. The Council shall: -

   a) Carry out the Works at its own expense;

   b) Indemnify National Highways against any claims arising under Part I of the Land Compensation Act 1973 or any other statutory provision arising from the use of the Works including National Highways' reasonable surveyors and legal costs in dealing with such claims; and

   c) Indemnify National Highways against all costs and expenses properly incurred in complying with its legal obligations to insulate buildings against noise or in

POSITIVE ABOUT DISABLED PEOPLE
INVESTORS IN PEOPLE

complying with its legal obligations under any other statutory provision arising from the construction of the Works and/or the use of the Works.

4. (1) The Council shall pay to National Highways a sum equal to the whole of any costs and expenses which National Highways may reasonably and properly incur in relation to the Works and the implementation of this agreement including without prejudice to the generality thereof any such costs and expenses in relation to :-

   a) The approval of design work carried out by or on behalf of the Council;

   b) The carrying out of any supervision of the Works;

   c) All administrative and legal expenses including an appropriate sum in respect of general staff costs and overheads;

   d) The costs of drafting, negotiating and making this agreement; and

   e) Post-construction costs including road safety audits, issues arising from road safety audits, and any issues relating to the health and safety file and updating the highway records.

   (2) The sums referred to in this clause include any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reimbursement from HM Revenue and Customs.

5. The Works to be executed and the expenditure to be incurred by the Council in the discharge of the delegated functions carried out by it pursuant to this agreement shall be subject to the prior written approval of National Highways (such approval not to be unreasonably withheld or delayed).

6. The Council shall comply with all reasonable requirements of National Highways as to the manner in which the Works are to be carried out.

7. The Council shall comply with any reasonable directions of National Highways as to the terms of the contract to be entered into by the Council for the purpose of carrying out the Works.

8. The Works shall be completed to the satisfaction of National Highways which will be documented by the issuance of completion certificate by them to the Council once National Highways' completion requirements have been met and in particular, the Works shall be constructed in accordance with the Manual of Contract Documents for Highway Works and the Design Manual for Roads and Bridges published by National Highways and any amendment to or replacement thereof for the time being in force save to the extent that they are a departure from such standards and have been approved by National Highways.

   In the event that, for any reason, the Works are not completed to the reasonable satisfaction of National Highways, the Council shall either procure the

carrying out of such works as are necessary in order for National Highways to be so satisfied, or the Council shall indemnify National Highways in respect of its costs in carrying out such works. Where National Highways (acting reasonably) considers that it would be impractical to seek to complete the works, National Highways may require the Council to either procure the reinstatement of the Trunk Road(s) and other land and premises of National Highways disturbed by the Works to their previous condition or to a good condition, or (at the Council's election) to pay National Highways' costs in so doing.

9. For the avoidance of any doubt the Council will be responsible for liaising with any statutory undertakers or others having apparatus under on or over the Trunk Roads or whose apparatus or equipment is otherwise affected by the Works and for paying the costs and expenses of any diversion of or other works to or in connection with such apparatus required as a result of the Works.

10. The Council shall in the execution of the Works take such precautions for the protection of the public and private interests as would be incumbent upon the Council if it were the highway authority and the Council shall indemnify National Highways against all claims for damages and compensation which may be brought against National Highways arising out of the construction and/or use of the Works.

11. When the works have been completed the Council shall pay to National Highways a commuted lump sum representing the future maintenance costs of the Works. The payment shall be made within 14 days of the date on which it is demanded and shall satisfy any liability of the Council in this respect.

12. The parties to this agreement shall at all times co-operate with each other to enable the Works and the maintenance works set out in paragraph 10 above to be carried out promptly effectively and without undue disruption to the existing highway network and in particular shall assist each other in the promotion and publication of any necessary traffic regulation orders and dealing with any other statutory requirements including those of any utility companies.

13. The traffic management relating to the Works shall be agreed with National Highways' service provider and will be in accordance with Chapter 8 of the Traffic Signs Manual 2013. Any company undertaking traffic management on the Trunk Roads shall be accredited to ISO9001 and National Highways Sector Schemes 12.

    Unless previously agreed there shall be no traffic management retained on the Trunk Road network during any Bank Holiday period. This is taken to mean that all traffic management is removed from the Trunk Road network one full weekday prior to and one full weekday following the Bank Holiday i.e. for a Bank Holiday Monday this will mean the removal of all traffic management by midnight Thursday until midnight Tuesday.

14. Unless otherwise agreed in writing between the parties hereto this agreement shall automatically terminate if the Works are not substantially commenced within 4 years of the date of this agreement. Such termination is without prejudice to the rights of

the parties against each other for any breach of this agreement which occurred before termination and without prejudice to the liability of the Council to pay any monies due and outstanding to National Highways at the date of termination.

15. Any dispute or difference under or arising from this agreement may be referred to arbitration at the instance of either party by written notice to an independent arbitrator agreed between the parties or, upon failure to agree on an independent arbitrator within 14 days of the aforesaid notice, to a person appointed as arbitrator by the President of the Institution of Civil Engineers at the request of either party. The award or determination of such arbitrator shall be final and binding on the parties.

SCHEDULE OF WORKS

For the works on the A27 Trunk Road at Old Shoreham Road as illustrated in the following drawings:

112 Rev I – General Arrangement
551 Rev D - Construction
IU01117 – Traffic Management

Yours sincerely

Adela Montes Lopez
Programme Delivery Manager

Authorised to sign this agreement for and on behalf of National Highways Limited

and

Signature [redacted].....

Name: Richard Pearce.....

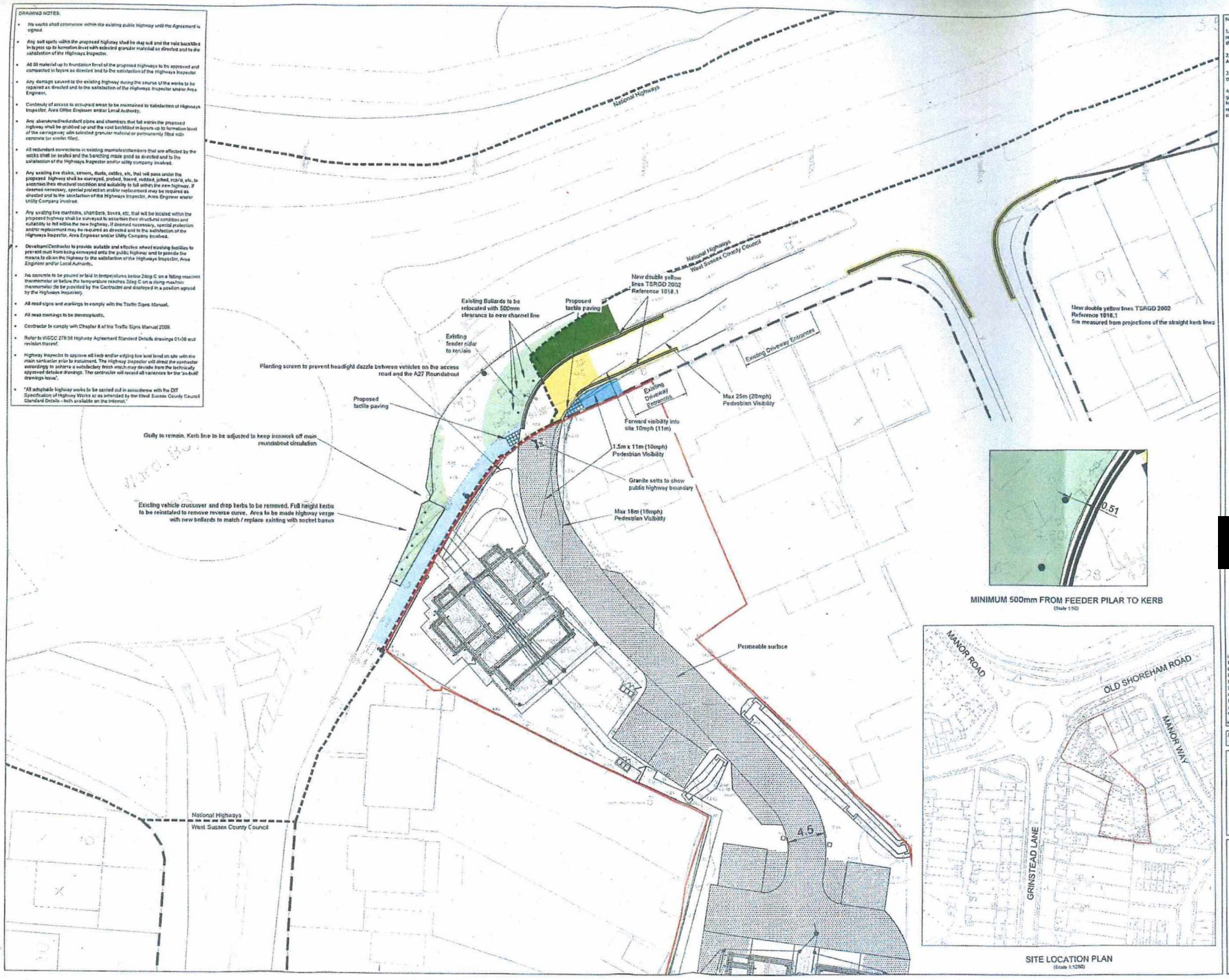
Date: 4.9.2025.....

Authorised to sign this agreement for and on behalf of West Sussex County Council

20032/3/2025

DRAWING NOTES:

- No works shall commence within the existing public highway until the Agreement is signed.
- Any soft spots within the proposed highway shall be dug out and the void backfilled in layers up to formation level with selected granular material as directed and to the satisfaction of the Highways Inspector.
- All fill material up to foundation level of the proposed highways to be approved and compacted in layers as directed and to the satisfaction of the Highways Inspector.
- Any damage caused to the existing highway during the course of the works to be repaired as directed and to the satisfaction of the Highways Inspector and/or Area Engineer.
- Continuity of access to occupied areas to be maintained to satisfaction of Highways Inspector, Area Office Engineer and/or Local Authority.
- Any abandoned/redundant pipes and chambers that fall within the proposed highway shall be grubbed up and the void backfilled in layers up to formation level of the carriageway with selected granular material or permanently filled with concrete (or similar filler).
- All redundant connections in existing manholes/chambers that are affected by the works shall be sealed and the benching made good as directed and to the satisfaction of the Highways Inspector and/or utility company involved.
- Any existing live drains, sewers, ducts, cables, etc, that will pass under the proposed highway shall be surveyed, probed, traced, rodded, jetted, rod/vid, etc, to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Any existing live manholes, chambers, boxes, etc, that will be located within the proposed highway shall be surveyed to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Developer/Contractor to provide suitable and effective wheel washing facilities to prevent mud from being conveyed onto the public highway and to provide the means to clean the highway to the satisfaction of the Highways Inspector, Area Engineer and/or Local Authority.
- No concrete to be poured or laid in temperatures below 2deg C on a falling maximum thermometer or before the temperature reaches 3deg C on a rising maximum thermometer (to be provided by the Contractor and displayed in a position agreed by the Highways Inspector).
- All road signs and markings to comply with the Traffic Signs Manual.
- All road markings to be thermoplastic.
- Contractor to comply with Chapter 8 of the Traffic Signs Manual 2009.
- Refer to WSCC 278/38 Highway Agreement Standard Details drawings 01-06 and revision thereof.
- Highway Inspector to approve all kerb and/or edging line and level on site with the main contractor prior to installation. The Highway Inspector will direct the contractor accordingly to achieve a satisfactory finish which may deviate from the technically approved detailed drawings. The contractor will record all variances for the 'as-built' drawings issue'.
- "All adoptable highway works to be carried out in accordance with the DfT Specification of Highway Works or as amended by the West Sussex County Council Standard Details – both available on the Internet."



MINIMUM 500mm FROM FEEDER PILAR TO KERB
(Scale 1:50)

SITE LOCATION PLAN
(Scale 1:1250)

NOTES:

1. All dimensions to be checked on site. All details and dimensions relating to sub-Contractors work, must be checked and agreed between the sub-Contractor or supplier and the general Contractor.
2. This drawing is to be read in conjunction with all relevant Architect's and Engineer's drawings and specification.
3. The main Contractor is responsible for ensuring the stability of the structure whilst the works are in progress.
4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority. No liability is accepted by the Consultant and the main Contractor is responsible for obtaining and checking all information and taking due care and attention whilst undertaking the works.

WEST SUSSEX COUNTY COUNCIL
SECTION 278 KEY

- Carriageway
- Footpath
- Verge
- West Sussex County Council Highway boundary
- Relocated bollards

National Highways
SECTION 278 KEY

- Carriageway
- Footpath
- Verge
- National Highways boundary
- New bollards
- Site boundary
- Existing lamp column

[redacted]

N

I	01.08.25	MJP	Footpath hatches updated	SRM
H	10.07.25	MJP	Updated to suit new site plan	SRM
G	07.07.25	NT	Foul drainage removed	SRM
F	30.05.25	NT	Adoptable foul drainage added	SRM
E	24.05.24	MJP	Planting and note updated	SRM
D	03.05.24	MJP	Planting and note updated	SRM
C	27.02.24	MJP	Updated bollards	SRM
B	30.04.24	MJP	Updated survey, Section 278 area to suit	SRM
A	27.10.23	AJD	Updated to suit West Sussex County Council's comments	KH

NO	DATE	BY	DESCRIPTION	CHK

Issue Status: FOR CONSTRUCTION

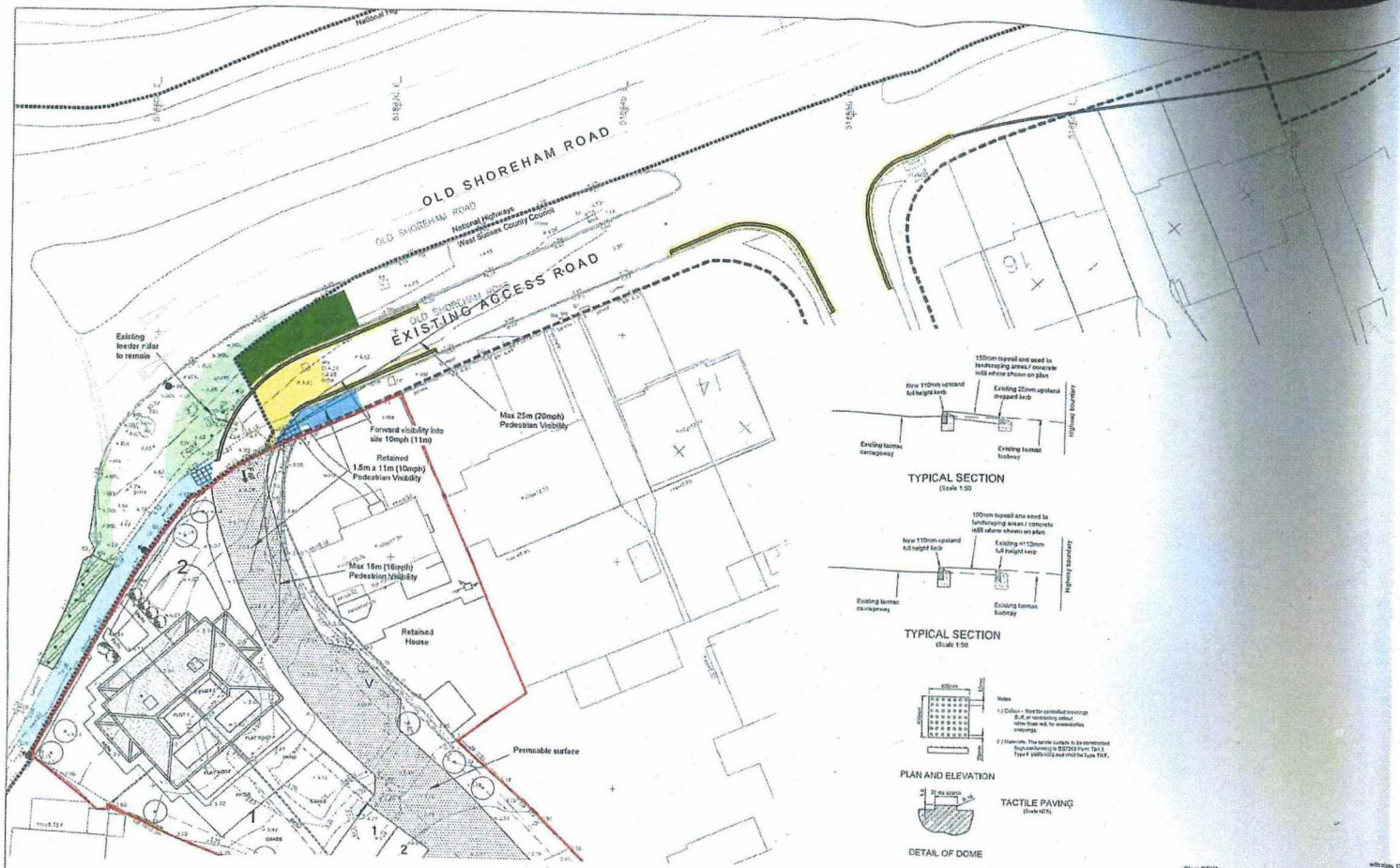
The Civil Engineering Practice
11 Tungsten Building
George Street
Fishersgate
Sussex
BN41 1RA
01273 424424
reception@cepd.co.uk
www.cepd.co.uk

Shaws Installations Ltd

4-6 Old Shoreham Road
Lancing

S278 Agreement Plan
Proposed Site Access Arrangement and A27 Access Alterations

DRAWN	DATE	PROJECT NO	
P Reynolds	Oct 23	22971	
CHECKED	PAGE NO	DRG NO	REV
S Magowan	SRM	122	i
SCALE			
1:200 @ A1			



GENERAL ARRANGEMENT
(Scale 1:200)

WSCC DRAWING LIST	
No.	Sheet Title
S278/36/01	Alternative Methods of Leaving Kerbs
S278/36/02	Approved Kerb Type Selection Sheet 1
S278/36/03	Approved Kerb Type Selection Sheet 2
S278/36/04	Footway/Cycleway Type 1 & 2
S278/36/17	Street Furniture - Bollards
S278/36/18	Street Furniture - Tactile Crossings
S278/36/20	Carriageway Tie In Options
S278/36/21	Carriageway - Flexible Specification

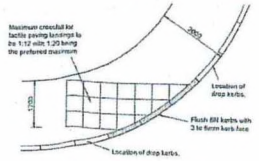
TYPICAL SECTION
(Scale 1:50

TYPICAL SECTION
(Scale 1:50

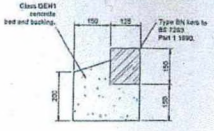
PLAN AND ELEVATION

TACTILE PAVING
(Scale NTS)

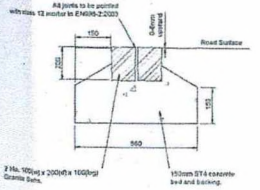
DETAIL OF DOME



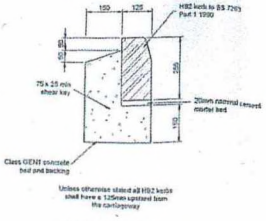
TYPICAL TACTILE PAVING LAYOUT
(Scale 1:20)



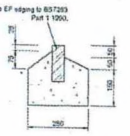
BN KERB DETAIL
(Scale 1:10)



GRANITE SETTS (2No.)
(Scale 1:10)



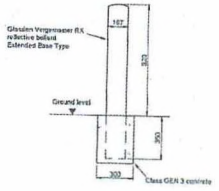
HB2 KERB DETAIL
(Scale 1:10)



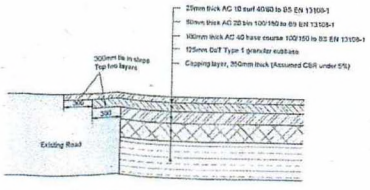
EF EDGING DETAIL
(Scale 1:10)



CONCRETE BOLLARD DETAIL
(Scale 1:20)



MARKER POST BOLLARD DETAIL
(Scale 1:20)



CARRIAGEWAY TIE IN CONSTRUCTION DETAIL
(Scale 1:20)

WEST SUSSEX COUNTY COUNCIL SECTION 278 KEY

- Carriageway
- Footpath
- Verge
- West Sussex County Council Highway boundary
- Landscaping under licence to maintain
- Relocated bollards

National Highways SECTION 278 KEY

- Carriageway
- Footpath
- Verge
- National Highways boundary
- Landscaping under licence to maintain
- New bollards
- Site boundary
- Existing lamp column

NOTES

1. All dimensions to be checked on site. All details and dimensions relating to sub-Contractors work must be checked and agreed between the sub-Contractor or supplier and the general Contractor.
2. This drawing is to be read in conjunction with all relevant Architect's and Engineer's drawings and specification.
3. The main Contractor is responsible for ensuring the stability of the structure whilst the works are in progress.
4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority. No liability is accepted by the Consultant and the main Contractor is responsible for obtaining and checking all information and taking due care and attention whilst undertaking the works.
5. All pipes, bends and junctions shall be vitrified clay to BS EN 295-1, with flexible joints and blinded benched. Alternatively all pipes and fittings can be UPVC conforming to BS EN 1401-1 and shall be laid in accordance with the manufacturers specification. If UPVC pipes are to be used then the manufacturer shall be approved by the Engineer prior to commencement.
6. All Adoptable sewers shall be in strict accordance with the current edition of Sewers For Adoption. Unless otherwise stated adoptable sewers shall be 150mm diameter and shall be laid in a class S bedding. Where the depth to soffit is less than 1.2m under a public highway or it be elsewhere the pipe shall be laid with a class Z bedding.
7. All private building drainage shall be constructed in strict accordance with BS EN 752:1996. Unless otherwise specified building drainage shall be 100mm diameter and shall be laid at a minimum gradient of 1 in 40 for foul drains and 1 in 80 for surface water drains. All building drains shall be laid in class B bedding unless otherwise specified.
8. Where the service trench is near to the foundations of any building refer to the guidance in Approved Document H, Building Regulations Part H1.
9. Where pipes, external to the structures, have a depth to soffit from ground level of less than 450mm they shall have a class GEN 2 concrete encasement (150mm thick). In all other cases the pipes shall be bedded and surrounded with 150mm thick granular material.
10. In any circumstances where pipes are bedded and surrounded in concrete flexible joints should be provided. Compressible boards (fibreboard or polystyrene) shall be provided at a maximum of 5m centres (coinciding with pipe joints). The boards shall be pre-cut to pipe diameter and to a height and width equal to the concrete cross section. A board thickness of 10mm for pipes up to 450mm nominal diameter and 25mm for pipes over 450mm nominal diameter.
11. All ways shall have rodding access plates fitted at their bases (ground floor level).
12. Where existing pipes are to be abandoned they shall be dug out together with any abandoned manholes.





[redacted]

D	20.09.24	MJP	General arrangement updated to match drawing 132
C	03.09.24	MJP	Planting and note updated
B	30.08.24	MJP	New survey. Section 278 area to suit
A	27.10.23	AJD	Drawing updated

Issue Status FOR CONSTRUCTION

The Civil Engineering Practice
11 Tungsten Building
George Street
Fishergate
Sussex.
BN41 1RA
01273 424424
receptionc@civil.co.uk
www.civil.co.uk

CLIENT: Shaws Installations Ltd
PROJECT: 4-6 Old Shoreham Road Lancing
TITLE: Proposed Plan & Construction Details Works to Highway

DRAWN	MJP	DATE	Oct 2022
CHECKED	SRM	STATUS	SRM
SCALE	As Shown @ A1		

PROJECT NO. 22971
DWG NO. 551 REV D

PARAGON

Paragon Traffic Management Ltd

Nationwide Services Include:
- Traffic Management
- Pedestrian Management
- Symology E-Ton Noticing
- Local Authority Booking
- Barrier Hire
- Event Management
- 24/7 Call Out Services

T: 0800 698 267
W: www.paragontm.com

Client: M.RODWELL

Road Name:	Lancing Manor Roundabout
City/ Town:	Lancing
County:	
Postcode:	BN15 0QU
Site ID:	

Date:	Actual:
16/06/25	1

Drawn by: IU01117 | Approved By: JRD

Speed of Carriageway:

30mph (Single Carriageway)

Site Measurements:

(T) Taper Length:	From Source
(L) Longways Clearance:	0.5m
(S) Sideways Safety Zone:	0.5m
(D) Distance from first signs to start of lead-in taper (metres).	20m - 45m

Traffic Management Scheme:

Some Carriageway Incursion, 70m Barrier

Equipment Bill of Quantities:

Qty: 2 Ref: 517 Road narrows on one side only ahead - left	
Qty: 2 Ref: 573 Direction to hazard left	
Qty: 1 Ref: 573 Direction to hazard right	
Qty: 1 Ref: 610 Keep right	
Qty: 1 Ref: 645 End panel	End
Qty: 4 Ref: 7001 Road works ahead	
Qty: 1 Ref: 7018 Pedestrian diversion Left	PEDESTRIANS
Qty: 1 Ref: 7018 Pedestrian diversion Right	PEDESTRIANS

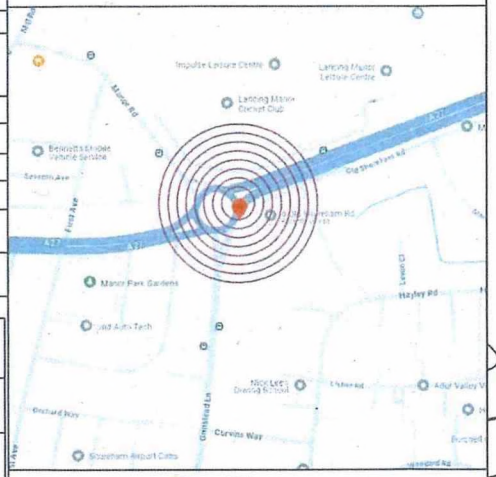
General Key:

Sign Face:	Traffic Cones:
Traffic Signal Head:	No Parking Cones:
Kerb Ramps: QTY:2	Parking Bay Suspensions:
	Pedestrian Barrier: x35
	Bus Stop Suspensions: x (B)
	Pedestrian/Traffic Marshals: x2 M

Accreditations:

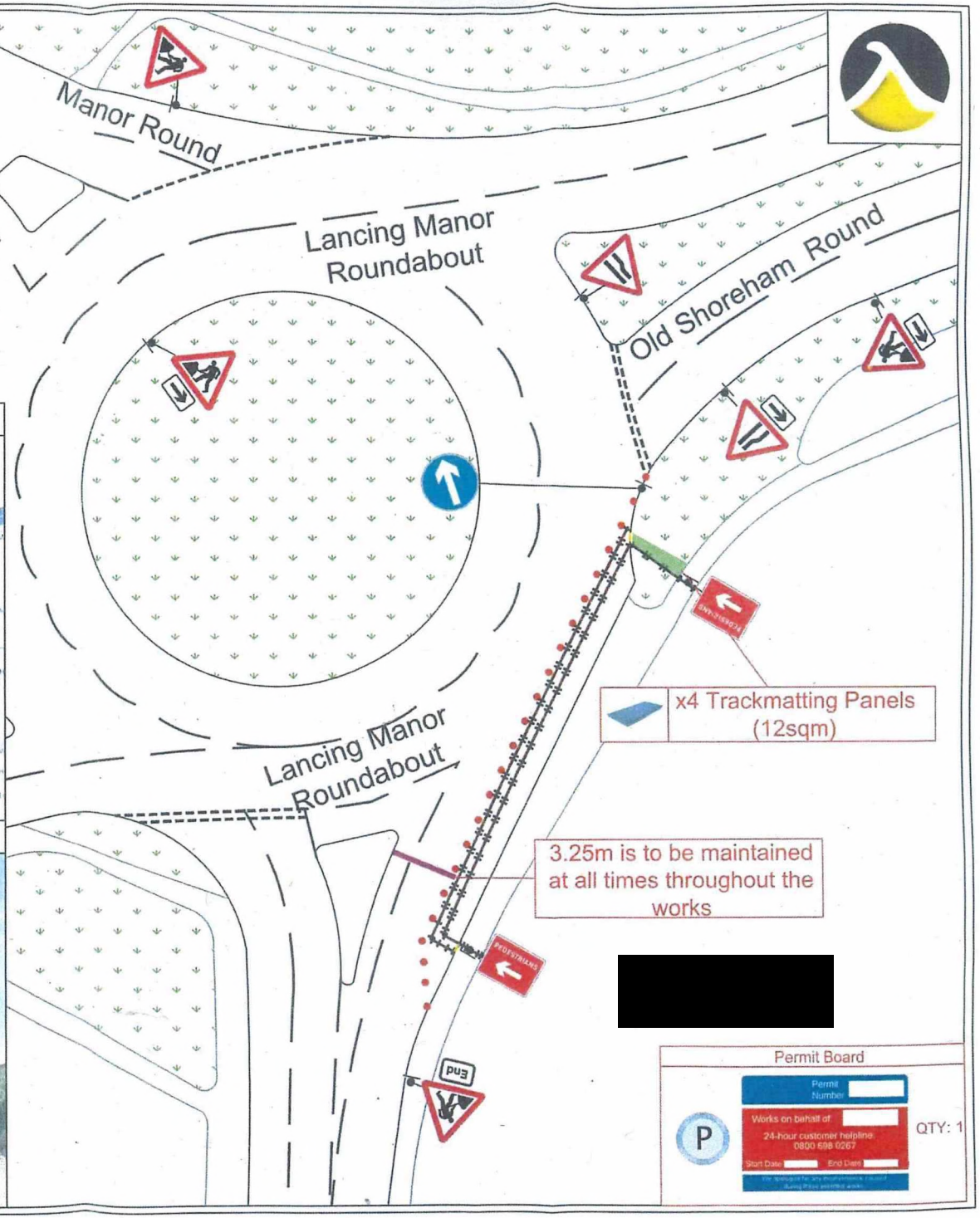
Footway is to be closed with a 1.2m walkway to be installed

Site Location



Site Photo



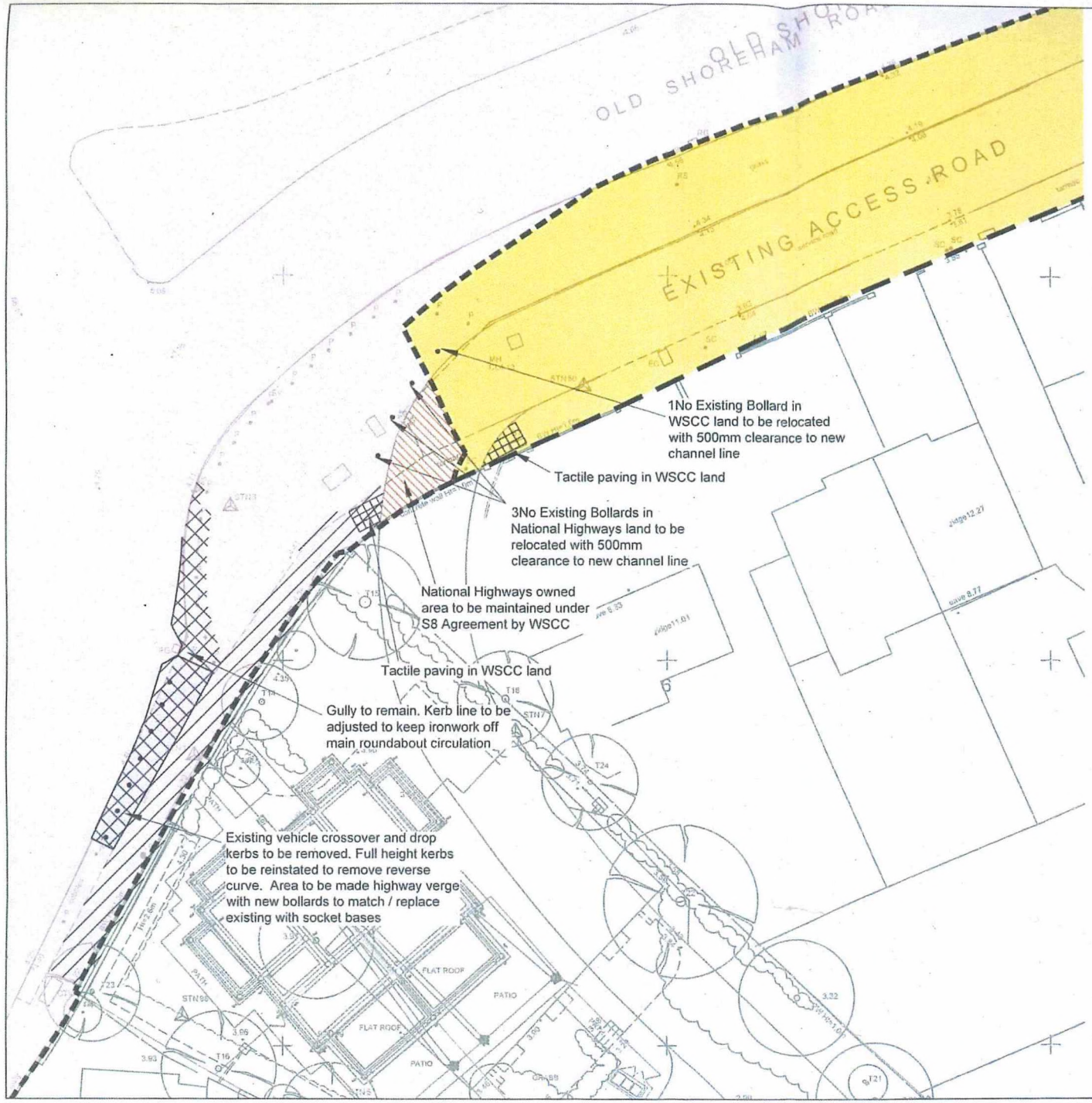


national highways

Annex 1 – Section 8 maintenance drawing

Drawing number 111 B

POSITIVE ABOUT DISABLED PEOPLE
INVESTORS IN PEOPLE



Key

- National Highways
- West Sussex County Council
- National Highways Boundary
- WSCC Highways boundary
- National Highways owned area to be maintained under S8 Agreement by WSCC
- Works to footway in NH land
- Works to verge in NH land

GENERAL NOTES:

1. All dimensions to be checked on site. All details and dimensions relating to sub-Contractors work must be checked and agreed between the sub-Contractor or supplier and the general Contractor.

2. This drawing is to be read in conjunction with all relevant Architect's and Engineer's drawings and specification.

3. The main Contractor is responsible for ensuring the stability of the structure whilst the works are in progress.

4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority. No liability is accepted by the Consultant and the main Contractor is responsible for obtaining and checking all information and taking due care and attention whilst undertaking the works.

N

[redacted]

REV	DATE	BY	DESCRIPTION	CHK
A	21.08.25	NT	Note changed	SRD
A	17.07.25	MJP	Transfer area updated	NT

Issue Status: FOR APPROVAL

The Civil Engineering Practice
11 Tungsten Building
George Street
Fishersgate
Sussex
BN41 1RA
01273 424424
reception@civil.co.uk
www.civil.co.uk

CLIENT: Shaws Installations Ltd

PROJECT: 4-6 Old Shoreham Road Lancing

TITLE: National Highways and West Sussex Land Plan

DRAWN	DATE	PROJECT NO.
M Pacifico	July 2025	22971
CHECKED	CHECKED	DWG NO.
S Magowan	SRM	111
SCALE		REV
1:100 @ A1		B

national highways

Annex 2 – Section 8 agreement

POSITIVE ABOUT DISABLED PEOPLE
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SECTION 8 HIGHWAYS ACT 1980

THIS AGREEMENT is made as a deed on the 2025 under section 8 of the Highways Act 1980 BETWEEN NATIONAL HIGHWAYS LIMITED (**"National Highways"**) Registered in England and Wales number 09346363 of Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ and West Sussex County Council ("the **Council**") of Room 202 County Hall, West Street, Chichester, West Sussex, PO19 1RQ.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

"Act" means Highways Act 1980;

"Council Assets" means that part of the Trunk Road shown hatched red on the Plan which are to be maintained by the Council as described in the First Schedule;

"Local Highway" means the highway network under the statutory responsibility of the Council shown on the Plan shaded Yellow;

"The Plan" means the drawing number 111 B at Annex 1;

"Trunk Road" means the strategic road network for which National Highways is the highway traffic and street authority shown on the Plan shaded Pink.

WHERAS

2. The Council is the local highway authority for Old Shoreham Road.

3. National Highways is the highway authority for the Trunk Road.

4. The Council have carried out and completed a road improvement scheme to the Trunk Road.

5. The Parties agree that the Council shall maintain the Council Assets from the date of this agreement.

IT IS AGREED

6. The function of highway maintenance which may be exercised by National Highways as highway authority for the Trunk Road shall be exercisable by the Council in respect of the Council Assets only in accordance with the terms of this agreement and the Council shall in the exercise of such maintenance take all

such precautions for the protection of public and private interests as would be incumbent on the Council if it were the highway authority for the Council Assets.

7. The Council shall maintain the Council Assets from the date of this agreement at its own expense and the Council hereby agrees to undertake the aforesaid functions of maintenance of the Council Assets in accordance with its normal policies, standards, specifications and procedures as would be incumbent upon the Council if it were the Highway Authority and/ or the Traffic Authority and/or the Street Authority for the aforesaid Council Assets.

8. National Highways hereby grants the Council such access to the Council Assets as the Council reasonably requires from time to time for the purposes of carrying out routine and reactive inspection and maintenance to the Council Assets at no cost to National Highways and specifically (but without prejudice to the generality of the forgoing) at no cost in relation to or in connection with any authorisation granted under the New Roads and Street Works Act 1991 PROVIDED THAT the Council will not access the Council Assets without having obtained any necessary authorisation the Traffic Management Act 2004 or any other relevant legislation, orders or guidance made or published by National Highways.

9. The Council shall indemnify National Highways against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance or non-performance by the Council or by any contractors, servants, agents or others acting on its behalf in respect of any of its maintenance obligations of the Council Assets under this agreement PROVIDED THAT:

   (a) the foregoing indemnity shall not extend to any loss, damage or injury caused by or arising out of the neglect or default of National Highways or its officers, servants, agents or contractors or any person or body for whom is responsible;

   (b) National Highways shall give the Council reasonable notice of any claim (subject to the Data Protection Act 2018 or any amendment thereto) and no settlement or compromise shall be made without first consulting the Council and considering their representations; and

   (c) National Highways shall use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss and demands to which the indemnity under this paragraph applies.

10. In the event that further agreements relating to the allocation and maintenance functions in respect of the completed Works are required, the Council and National Highways agree to enter into further agreements under Section 8 of the Act to allocate agreed responsibility as appropriate, and to be agreed between the Council and National Highways.

11. Any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

12. If any dispute arises between the Parties relating to any matter in this Agreement, then it shall upon application by either party be conclusively determined by an independent person experienced in the field appropriate to the dispute to be resolved ("the Expert") appointed by agreement between the Parties or (in default of agreement within 20 working days of the referral to Expert determination) upon the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors such Expert acting as an expert and not as an arbitrator and his costs shall be in his award

13. This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

14. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

national highways

FIRST SCHEDULE

Council Assets

Drawings showing the Council Assets on the Trunk Road

- 111 Rev **B**

In witness whereof National Highways Limited has affixed its common seal to this Deed and the Council has affixed its common seal to this Deed on the date this agreement completed stated on page 1

Executed as a Deed by affixing the common seal of NATIONAL HIGHWAYS LIMITED in the presence of:

..... Director or Authorised signatory

In the presence of a Witness:

Witness Name:

Witness Address:

Witness Occupation:

Executed as a Deed by affixing the common seal of West Sussex County Council

..... Authorised signatory

national highways

National Highways
Bridge House
1 Walnut Tree Close
Guildford
GU1 4LZ

West Sussex County Council
Room 202 County Hall
West Street
Chichester
West Sussex, PO19 1RQ

2025

Our ref:
Your ref:

Dear Sirs,

HIGHWAYS ACT 1980 – SECTION 6 AGREEMENT (MINI)
Highway Works at A27 Old Shoreham Road

Further to West Sussex County Council's request to close the existing crossover access onto the A27 Lancing Manor roundabout and install full height kerbing and create a new access including verge and footway works at Old Shoreham Road on the A27 Trunk Road ("the **Trunk Road**"), West Sussex County Council ("the **Council**") is authorised to undertake the works, as shown in the Schedule of Works below ("the **Works**") in accordance with the terms and conditions listed as follows:

1. The Council shall carry out the Works as agent of National Highways Limited ("**National Highways**").

2. Prior to commencing the Works, the Council must enter into an agreement under section 8 of the Highways Act 1980, in substantially the same form as the document at Annex 2, with National Highways for the maintenance of that part of the Trunk Road shown hatched red on drawing number 111 B at Annex 1 to this agreement.

3. The Council shall: -

   a) Carry out the Works at its own expense;

   b) Indemnify National Highways against any claims arising under Part I of the Land Compensation Act 1973 or any other statutory provision arising from the use of the Works including National Highways' reasonable surveyors and legal costs in dealing with such claims; and

   c) Indemnify National Highways against all costs and expenses properly incurred in complying with its legal obligations to insulate buildings against noise or in

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INVESTORS IN PEOPLE

complying with its legal obligations under any other statutory provision arising from the construction of the Works and/or the use of the Works.

4. (1) The Council shall pay to National Highways a sum equal to the whole of any costs and expenses which National Highways may reasonably and properly incur in relation to the Works and the implementation of this agreement including without prejudice to the generality thereof any such costs and expenses in relation to :-

   a) The approval of design work carried out by or on behalf of the Council;

   b) The carrying out of any supervision of the Works;

   c) All administrative and legal expenses including an appropriate sum in respect of general staff costs and overheads;

   d) The costs of drafting, negotiating and making this agreement; and

   e) Post-construction costs including road safety audits, issues arising from road safety audits, and any issues relating to the health and safety file and updating the highway records.

   (2) The sums referred to in this clause include any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reimbursement from HM Revenue and Customs.

5. The Works to be executed and the expenditure to be incurred by the Council in the discharge of the delegated functions carried out by it pursuant to this agreement shall be subject to the prior written approval of National Highways (such approval not to be unreasonably withheld or delayed).

6. The Council shall comply with all reasonable requirements of National Highways as to the manner in which the Works are to be carried out.

7. The Council shall comply with any reasonable directions of National Highways as to the terms of the contract to be entered into by the Council for the purpose of carrying out the Works.

8. The Works shall be completed to the satisfaction of National Highways which will be documented by the issuance of completion certificate by them to the Council once National Highways' completion requirements have been met and in particular, the Works shall be constructed in accordance with the Manual of Contract Documents for Highway Works and the Design Manual for Roads and Bridges published by National Highways and any amendment to or replacement thereof for the time being in force save to the extent that they are a departure from such standards and have been approved by National Highways.

   In the event that, for any reason, the Works are not completed to the reasonable satisfaction of National Highways, the Council shall either procure the

carrying out of such works as are necessary in order for National Highways to be so satisfied, or the Council shall indemnify National Highways in respect of its costs in carrying out such works. Where National Highways (acting reasonably) considers that it would be impractical to seek to complete the works, National Highways may require the Council to either procure the reinstatement of the Trunk Road(s) and other land and premises of National Highways disturbed by the Works to their previous condition or to a good condition, or (at the Council's election) to pay National Highways' costs in so doing.

9. For the avoidance of any doubt the Council will be responsible for liaising with any statutory undertakers or others having apparatus under on or over the Trunk Roads or whose apparatus or equipment is otherwise affected by the Works and for paying the costs and expenses of any diversion of or other works to or in connection with such apparatus required as a result of the Works.

10. The Council shall in the execution of the Works take such precautions for the protection of the public and private interests as would be incumbent upon the Council if it were the highway authority and the Council shall indemnify National Highways against all claims for damages and compensation which may be brought against National Highways arising out of the construction and/or use of the Works.

11. When the works have been completed the Council shall pay to National Highways a commuted lump sum representing the future maintenance costs of the Works. The payment shall be made within 14 days of the date on which it is demanded and shall satisfy any liability of the Council in this respect.

12. The parties to this agreement shall at all times co-operate with each other to enable the Works and the maintenance works set out in paragraph 10 above to be carried out promptly effectively and without undue disruption to the existing highway network and in particular shall assist each other in the promotion and publication of any necessary traffic regulation orders and dealing with any other statutory requirements including those of any utility companies.

13. The traffic management relating to the Works shall be agreed with National Highways' service provider and will be in accordance with Chapter 8 of the Traffic Signs Manual 2013. Any company undertaking traffic management on the Trunk Roads shall be accredited to ISO9001 and National Highways Sector Schemes 12.

    Unless previously agreed there shall be no traffic management retained on the Trunk Road network during any Bank Holiday period. This is taken to mean that all traffic management is removed from the Trunk Road network one full weekday prior to and one full weekday following the Bank Holiday i.e. for a Bank Holiday Monday this will mean the removal of all traffic management by midnight Thursday until midnight Tuesday.

14. Unless otherwise agreed in writing between the parties hereto this agreement shall automatically terminate if the Works are not substantially commenced within 4 years of the date of this agreement. Such termination is without prejudice to the rights of

the parties against each other for any breach of this agreement which occurred before termination and without prejudice to the liability of the Council to pay any monies due and outstanding to National Highways at the date of termination.

15. Any dispute or difference under or arising from this agreement may be referred to arbitration at the instance of either party by written notice to an independent arbitrator agreed between the parties or, upon failure to agree on an independent arbitrator within 14 days of the aforesaid notice, to a person appointed as arbitrator by the President of the Institution of Civil Engineers at the request of either party. The award or determination of such arbitrator shall be final and binding on the parties.

SCHEDULE OF WORKS

For the works on the A27 Trunk Road at Old Shoreham Road as illustrated in the following drawings:

112 Rev I – General Arrangement
551 Rev D - Construction
IU01117 – Traffic Management

Yours sincerely

Adela Montes Lopez

Digitally signed by Adela Montes Lopez
DN: cn=Adela Montes Lopez, o, ou, email=adela.monteslopez@nationalhighways.co.uk, c=GB
Date: 2025.09.02 13:26:10 +01'00'

Adela Montes Lopez
Programme Delivery Manager

Authorised to sign this agreement for and on behalf of National Highways Limited

and

Signature: .....

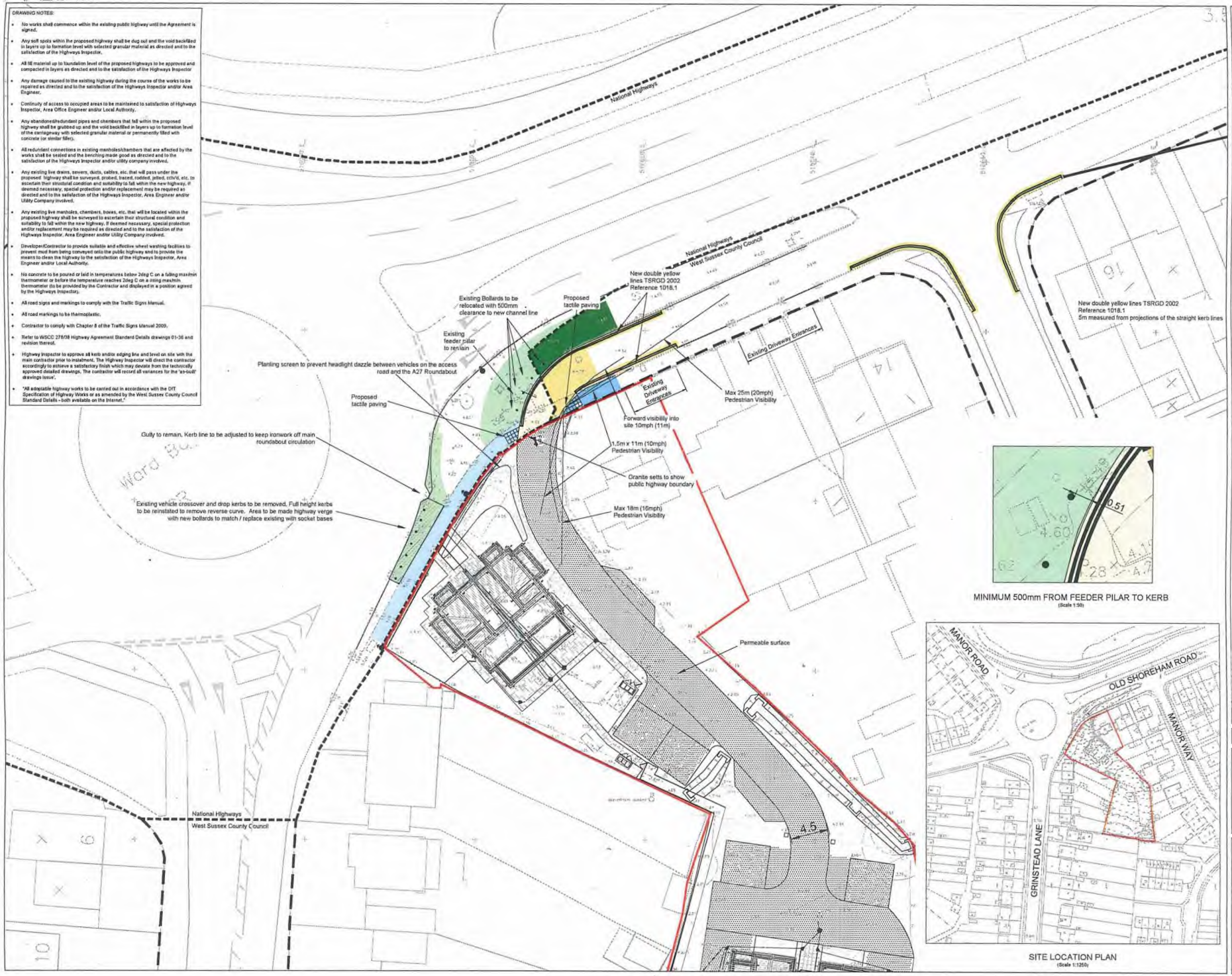
Name: .....

Date: .....

Authorised to sign this agreement for and on behalf of West Sussex County Council

DRAWING NOTES:

- No works shall commence within the existing public highway until the Agreement is signed.
- Any soft spots within the proposed highway shall be dug out and the void backfilled in layers up to formation level with selected granular material as directed and to the satisfaction of the Highways Inspector.
- All fill material up to foundation level of the proposed highways to be approved and compacted in layers as directed and to the satisfaction of the Highways Inspector
- Any damage caused to the existing highway during the course of the works to be repaired as directed and to the satisfaction of the Highways Inspector and/or Area Engineer.
- Continuity of access to occupied areas to be maintained to satisfaction of Highways Inspector, Area Office Engineer and/or Local Authority.
- Any abandoned/redundant pipes and chambers that fall within the proposed highway shall be grubbed up and the void backfilled in layers up to formation level of the carriageway with selected granular material or permanently filled with concrete (or similar filler).
- All redundant connections in existing manholes/chambers that are affected by the works shall be sealed and the benching made good as directed and to the satisfaction of the Highways Inspector and/or utility company involved.
- Any existing live drains, sewers, ducts, cables, etc. that will pass under the proposed highway shall be surveyed, probed, traced, rodded, jetted, cctv'd, etc. to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Any existing live manholes, chambers, boxes, etc. that will be located within the proposed highway shall be surveyed to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Developer/Contractor to provide suitable and effective wheel washing facilities to prevent mud from being conveyed onto the public highway and to provide the means to clean the highway to the satisfaction of the Highways Inspector, Area Engineer and/or Local Authority.
- No concrete to be poured or laid in temperatures below 2deg C on a falling max/min thermometer or before the temperature reaches 2deg C on a rising max/min thermometer (to be provided by the Contractor and displayed in a position agreed by the Highways Inspector).
- All road signs and markings to comply with the Traffic Signs Manual.
- All road markings to be thermoplastic.
- Contractor to comply with Chapter 8 of the Traffic Signs Manual 2009.
- Refer to WSCC 278/08 Highway Agreement Standard Details drawings 01-36 and revision thereof.
- Highway Inspector to approve all kerb and/or edging line and level on site with the main contractor prior to instalment. The Highway Inspector will direct the contractor accordingly to achieve a satisfactory finish which may deviate from the technically approved detailed drawings. The contractor will record all variances for the 'as-built' drawings issue'.
- "All adoptable highway works to be carried out in accordance with the DfT Specification of Highway Works or as amended by the West Sussex County Council Standard Details - both available on the Internet."



MINIMUM 500mm FROM FEEDER PILAR TO KERB
(Scale 1:50)

SITE LOCATION PLAN
(Scale 1:1250)

NOTES:

1. All dimensions to be checked on site. All details and dimensions relating to sub-Contractors work must be checked and agreed between the sub-Contractor or supplier and the general Contractor.
2. This drawing is to be read in conjunction with all relevant Architect's and Engineer's drawings and specification.
3. The main Contractor is responsible for ensuring the stability of the structure whilst the works are in progress.
4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority, no liability is accepted by the Consultant and the main Contractor is responsible for obtaining and checking all information and taking due care and attention whilst undertaking the works.

WEST SUSSEX COUNTY COUNCIL SECTION 278 KEY

- Carriageway
- Footpath
- Verge
- West Sussex County Council Highway boundary
- Relocated bollards

National Highways SECTION 278 KEY

- Carriageway
- Footpath
- Verge
- National Highways boundary
- New bollards
- Site boundary
- Existing lamp column

I	01.08.25	MJP	Footpath hatches updated	SRM
H	10.07.25	MJP	Updated to suit new site plan	SRM
G	07.07.25	NT	Foul drainage removed	SRM
F	30.09.25	NT	Adoptable foul drainage added	SRM
E	24.09.24	MJP	Planting and note updated	SRM
D	03.09.24	MJP	Planting and note updated	SRM
C	27.06.24	MJP	Updated bollards	SRM
B	30.04.24	MJP	Updated survey, Section 278 area to suit	SRM
A	27.10.23	AJD	Updated to suit West Sussex County Council's comments	KH
REV	DATE	BY	DESCRIPTION	CHK

Issue Status: FOR CONSTRUCTION

The Civil Engineering Practice
11 Tungsten Building
George Street
Fishersgate
Sussex
BN41 1RA
01273 424424
reception@civil.co.uk
www.civil.co.uk

CLIENT: Shaws Installations Ltd

PROJECT: 4-6 Old Shoreham Road
Lancing

TITLE: S278 Agreement Plan
Proposed Site Access Arrangement and
A27 Access Alterations

DRAWN	P Reynolds	DATE	Oct 23
PROJECT NO.	22971		
ENGINEER	S Magowan	CHECKED	SRM
SCALE	1:200 @ A1	DRG NO	122
REV	i		



GENERAL ARRANGEMENT
(Scale 1:200)

WSCC DRAWING LIST	
No.	Sheet Title
S278/38/01	Alternative Methods of Laying Kerbs
S278/38/02	Approved Kerb Type Selection Sheet 1
S278/38/03	Approved Kerb Type Selection Sheet 2
S278/38/04	Footway/Cycleway Type 1 & 2
S278/38/17	Street Furniture - Bollards
S278/38/18	Street Furniture - Tactile Crossings
S278/38/20	Carriageway Tie In Options
S278/38/21	Carriageway - Flexible Specification

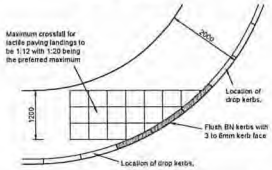
TYPICAL SECTION
(Scale 1:50

TYPICAL SECTION
(Scale 1:50

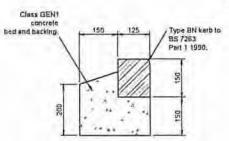
PLAN AND ELEVATION

TACTILE PAVING
(Scale 1:10)

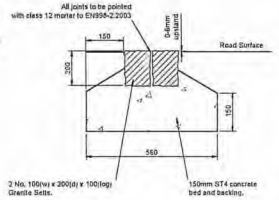
DETAIL OF DOME



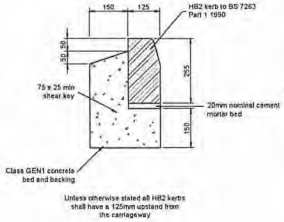
TYPICAL TACTILE PAVING LAYOUT
(Scale 1:25)



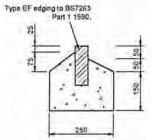
BN KERB DETAIL
(Scale 1:10)



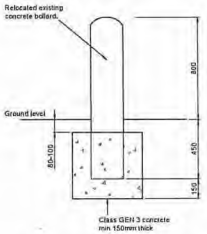
GRANITE SETTS (2No.)
(Scale 1:10)



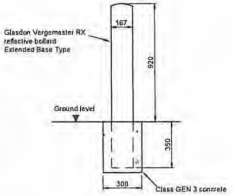
HB2 KERB DETAIL
(Scale 1:10)



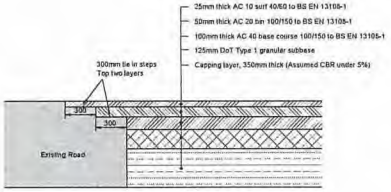
EF EDGING DETAIL
(Scale 1:10)



CONCRETE BOLLARD DETAIL
(Scale 1:20)



MARKER POST BOLLARD DETAIL
(Scale 1:20)



CARRIAGEWAY TIE IN CONSTRUCTION DETAIL
(Scale 1:25)

WEST SUSSEX COUNTY COUNCIL SECTION 278 KEY

- Carriageway
- Footpath
- Verge
- West Sussex County Council Highway boundary
- Landscaping under licence to maintain
- Relocated bollards

National Highways SECTION 278 KEY

- Carriageway
- Footpath
- Verge
- National Highways boundary
- Landscaping under licence to maintain
- New bollards
- Site boundary
- Existing lamp column

N

-2m 0 2m 4m 6m 8m

NOTES:

1. All dimensions to be checked on site. All details and dimensions relating to sub-Contractors work must be checked and agreed between the sub-Contractor or supplier and the general Contractor.

2. This drawing is to be read in conjunction with all relevant Architect's and Engineer's drawings and specification.

3. The main Contractor is responsible for ensuring the stability of the structure whilst the works are in progress.

4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority. No liability is accepted by the Consultant and the main Contractor is responsible for obtaining and checking all information and taking due care and attention whilst undertaking the works.

5. All pipes, bends and junctions shall be vitrified clay to BS EN 295-1, with flexible joints and klomark certified. Alternatively all pipes and fittings can be UPVC conforming to BS EN 1401-1 and shall be laid in accordance with the manufacturers specification. If UPVC pipes are to be used then the manufacturer shall be approved by the Engineer prior to construction.

6. All Adoptable sewers shall be in strict accordance with the current edition of Sewers For Adoption. Unless otherwise stated adoptable sewers shall be 150mm diameter and shall be laid in a class S bedding. Where the depth to soffit is less than 1.2m under a public highway or 0.9m elsewhere the pipe shall be laid with a class Z bedding.

7. All private building drainage shall be constructed in strict accordance with BS EN 752:1996. Unless otherwise specified building drainage shall be 100mm diameter and shall be laid at a minimum gradient of 1 in 40 for foul drains and 1 in 80 for surface water drains. All building drains shall be laid in class B bedding unless otherwise specified.

8. Where the service trench is near to the foundation of any building, refer to the guidance in Approved Document H, Building Regulations Part H1.

9. Where pipes, external to the structures, have a depth to soffit from ground level of less than 450mm they shall have a class GEN 3 concrete encasement (150mm thick). In all other cases the pipes shall be bedded and surrounded with 100mm thick granular material.

10. In any circumstances where pipes are bedded and surrounded in concrete flexible joints should be provided. Compressible boards (fibreboard or polystyrene) shall be provided at a maximum of 6m centres (coinciding with pipe joints). The boards shall be pre-cut to pipe diameter and to a height and width equal to the concrete cross section. A board thickness of 10mm for pipes up to 450mm nominal diameter and 38mm for pipes over 450mm nominal diameter.

11. All sops shall have rodding access plates fitted at their bases (ground floor level).

12. Where existing pipes are to be abandoned they shall be dug out together with any abandoned manholes.

D	20.09.24	MJP	General arrangement updated to match drawing 122	SRM
C	03.09.24	MJP	Planting and note updated	SRM
B	30.04.24	MJP	New survey. Section 278 area to suit	SRM
A	27.10.23	AJD	Drawing updated	KH
rev.	DATE	AJ	DESCRIPTION	DRW

Issue Status: FOR CONSTRUCTION

The Civil Engineering Practice
11 Tungsten Building
George Street
Fishergate
Sussex
BN41 1RA
01273 424424
reception@civil.co.uk
www.civil.co.uk

CLIENT: Shaws Installations Ltd
PROJECT: 4-6 Old Shoreham Road Lancing
TITLE: Proposed Plan & Construction Details Works to Highway

DRAWN: MJP	DATE: Oct 2022	PROJECT NO: 22971	
DESIGNED: SRM	CHECKED: SRM	DWG NO: 551	REV: D
SCALE: As Shown @ A1			

PARAGON

Paragon Traffic Management Ltd

Nationwide Services Include:

- Traffic Management
- Pedestrian Management
- Symology E-Ton Noticing
- Local Authority Booking
- Barrier Hire
- Event Management
- 24/7 Call Out Services

T: 0800 698 267

W: www.paragontm.com

Client: M.RODWELL

Road Name:	Lancing Manor Roundabout
City/ Town:	Lancing
County:	
Postcode:	BN15 0QU
Site ID:	
Date:	16/06/25
Issue:	1

DWG No: IU01117 Approved By: JRD

Speed of Carriageway:

30mph (Single Carriageway)

Site Measurements:

(T) Taper Length:	From Source
(L) Longways Clearance:	0.5m
(S) Sideways Safety Zone:	0.5m
(D) Distance from first signs to start of lead-in taper (metres).	20m - 45m

Traffic Management Scheme:

Some Carriageway Incursion, 70m Barrier

Equipment Bill of Quantities:

Qty: 2 Ref: 517 Road narrows on one side only ahead - left	
Qty: 2 Ref: 573 Direction to hazard left	
Qty: 1 Ref: 573 Direction to hazard right	
Qty: 1 Ref: 610 Keep right	
Qty: 1 Ref: 645 End panel	End
Qty: 4 Ref: 7001 Road works ahead	
Qty: 1 Ref: 7018 Pedestrian diversion Left	PEDESTRIANS
Qty: 1 Ref: 7018 Pedestrian diversion Right	PEDESTRIANS

General Kit:

Sign Face:	Traffic Cones:
Traffic Signal Head:	No Parking Cones:
Kerb Ramps: QTY:2	Parking Bay Suspensions:
	Pedestrian Barrier: x35
	Bus Stop Suspensions: x
	Pedestrian/Traffic Marshals: x2

Accreditations:

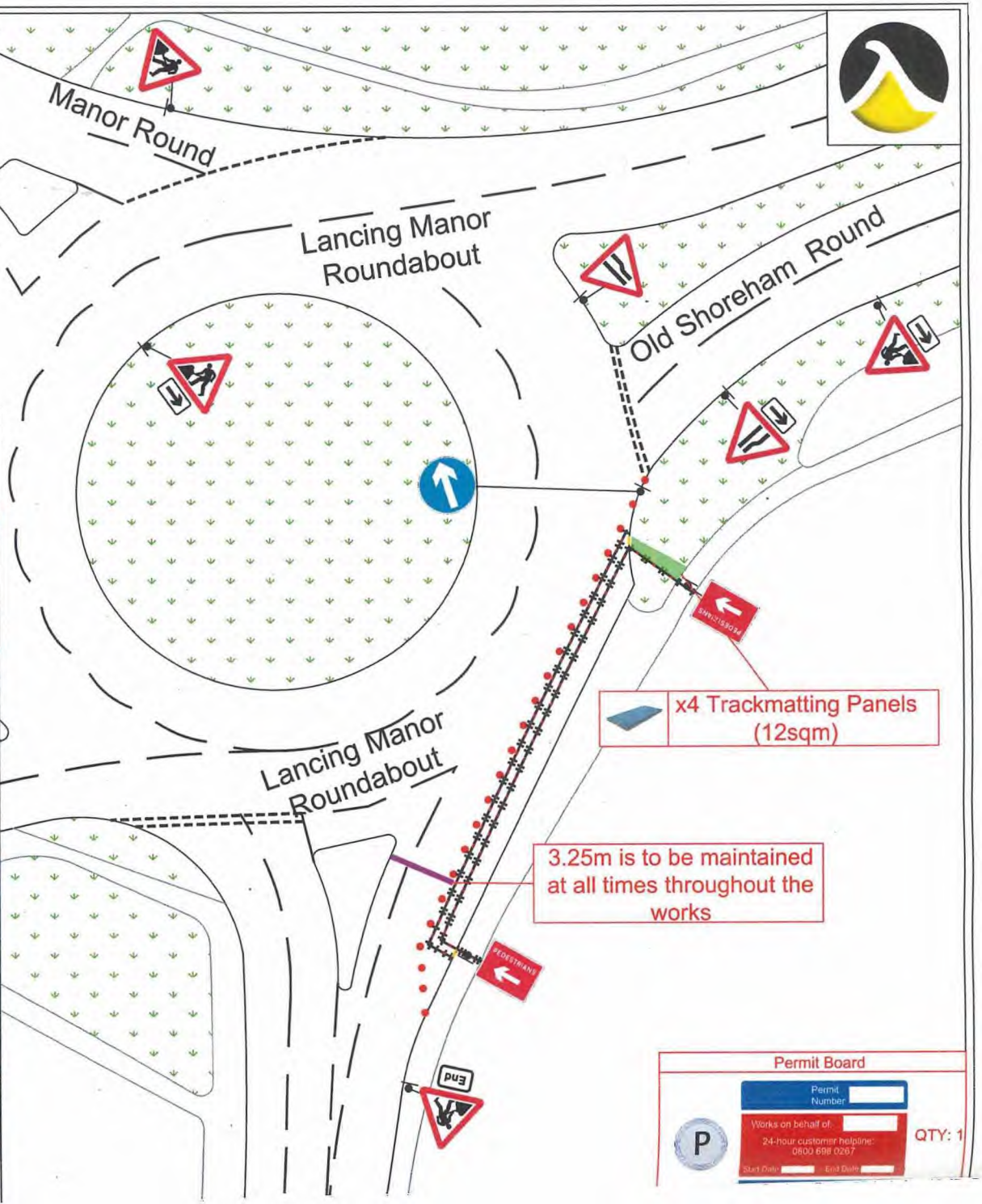
Footway is to be closed with a 1.2m walkway to be installed

Site Location



Site Photo



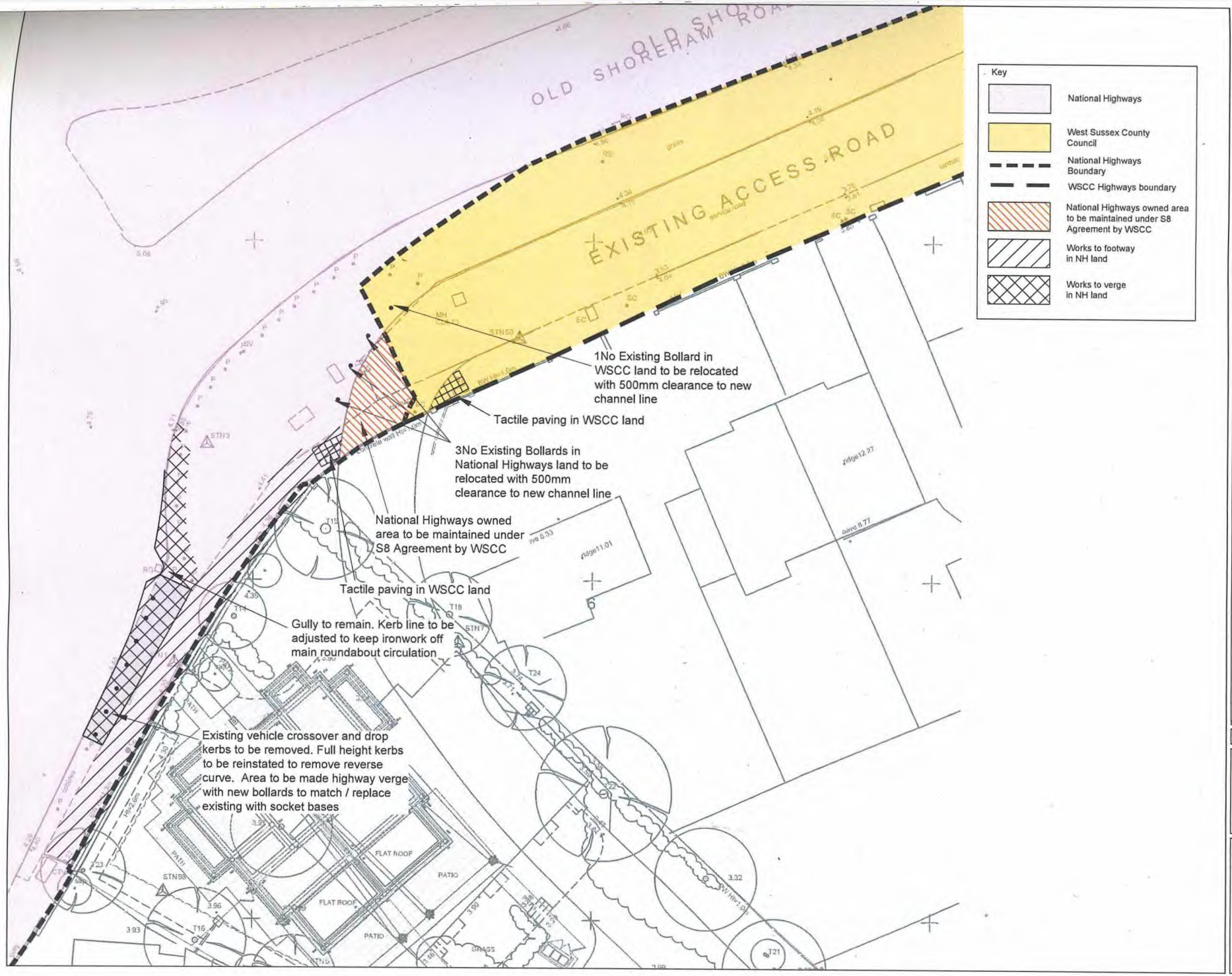


national highways

Annex 1 – Section 8 maintenance drawing

Drawing number 111 B

POSITIVE ABOUT DISABLED PEOPLE
INVESTORS IN PEOPLE



Key

- National Highways
- West Sussex County Council
- National Highways Boundary
- WSCC Highways boundary
- National Highways owned area to be maintained under S8 Agreement by WSCC
- Works to footway in NH land
- Works to verge in NH land

GENERAL NOTES:

1. All dimensions to be checked on site. All details and dimensions relating to sub-Contractors work must be checked and agreed between the sub-Contractor or supplier and the general Contractor.
2. This drawing is to be read in conjunction with all relevant Architect's and Engineer's drawings and specification.
3. The main Contractor is responsible for ensuring the stability of the structure whilst the works are in progress.
4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority. No liability is accepted by the Consultant and the main Contractor is responsible for obtaining and checking all information and taking due care and attention whilst undertaking the works.

N

-1m 0 1m 2m 3m 4m

REV	DATE	BY	DESCRIPTION	CHK
A	21.08.25	NT	Note changed	SRD
A	17.07.25	MJP	Transfer area updated	NT

ISSUE STATUS: FOR APPROVAL

The Civil Engineering Practice
11 Tungsten Building
George Street
Fishersgate
Sussex
BN41 1RA
01273 424434
reception@civil.co.uk
www.civil.co.uk

CLIENT: Shaws Installations Ltd
PROJECT: 4-6 Old Shoreham Road Lancing
TITLE: National Highways and West Sussex Land Plan

DRAWN: M Pacifico	DATE: July 2025	PROJECT NO: 22971	
CHECKED: S Magowan	CHECKED: SRM	DRG NO: 111	REV: B
SCALE: 1:100 @ A1			

national highways

Annex 2 – Section 8 agreement

POSITIVE ABOUT DISABLED PEOPLE
INVESTORS IN PEOPLE

national highways

SECTION 8 HIGHWAYS ACT 1980

THIS AGREEMENT is made as a deed on the 2025 under section 8 of the Highways Act 1980 BETWEEN NATIONAL HIGHWAYS LIMITED ("**National Highways**") Registered in England and Wales number 09346363 of Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ and West Sussex County Council ("the **Council**") of Room 202 County Hall, West Street, Chichester, West Sussex, PO19 1RQ.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

   "**Act**" means Highways Act 1980;

   "**Council Assets**" means that part of the Trunk Road shown hatched red on the Plan which are to be maintained by the Council as described in the First Schedule;

   "**Local Highway**" means the highway network under the statutory responsibility of the Council shown on the Plan shaded Yellow;

   "**The Plan**" means the drawing number 111 B at Annex 1;

   "**Trunk Road**" means the strategic road network for which National Highways is the highway traffic and street authority shown on the Plan shaded Pink.

WHERAS

2. The Council is the local highway authority for Old Shoreham Road.

3. National Highways is the highway authority for the Trunk Road.

4. The Council have carried out and completed a road improvement scheme to the Trunk Road.

5. The Parties agree that the Council shall maintain the Council Assets from the date of this agreement.

IT IS AGREED

6. The function of highway maintenance which may be exercised by National Highways as highway authority for the Trunk Road shall be exercisable by the Council in respect of the Council Assets only in accordance with the terms of this agreement and the Council shall in the exercise of such maintenance take all

such precautions for the protection of public and private interests as would be incumbent on the Council if it were the highway authority for the Council Assets.

7. The Council shall maintain the Council Assets from the date of this agreement at its own expense and the Council hereby agrees to undertake the aforesaid functions of maintenance of the Council Assets in accordance with its normal policies, standards, specifications and procedures as would be incumbent upon the Council if it were the Highway Authority and/ or the Traffic Authority and/or the Street Authority for the aforesaid Council Assets.

8. National Highways hereby grants the Council such access to the Council Assets as the Council reasonably requires from time to time for the purposes of carrying out routine and reactive inspection and maintenance to the Council Assets at no cost to National Highways and specifically (but without prejudice to the generality of the forgoing) at no cost in relation to or in connection with any authorisation granted under the New Roads and Street Works Act 1991 PROVIDED THAT the Council will not access the Council Assets without having obtained any necessary authorisation the Traffic Management Act 2004 or any other relevant legislation, orders or guidance made or published by National Highways.

9. The Council shall indemnify National Highways against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance or non-performance by the Council or by any contractors, servants, agents or others acting on its behalf in respect of any of its maintenance obligations of the Council Assets under this agreement PROVIDED THAT:

   (a) the foregoing indemnity shall not extend to any loss, damage or injury caused by or arising out of the neglect or default of National Highways or its officers, servants, agents or contractors or any person or body for whom is responsible;

   (b) National Highways shall give the Council reasonable notice of any claim (subject to the Data Protection Act 2018 or any amendment thereto) and no settlement or compromise shall be made without first consulting the Council and considering their representations; and

   (c) National Highways shall use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss and demands to which the indemnity under this paragraph applies.

10. In the event that further agreements relating to the allocation and maintenance functions in respect of the completed Works are required, the Council and National Highways agree to enter into further agreements under Section 8 of the Act to allocate agreed responsibility as appropriate, and to be agreed between the Council and National Highways.

11. Any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

12. If any dispute arises between the Parties relating to any matter in this Agreement, then it shall upon application by either party be conclusively determined by an independent person experienced in the field appropriate to the dispute to be resolved ("the Expert") appointed by agreement between the Parties or (in default of agreement within 20 working days of the referral to Expert determination) upon the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors such Expert acting as an expert and not as an arbitrator and his costs shall be in his award

13. This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

14. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

national highways

FIRST SCHEDULE

Council Assets

Drawings showing the Council Assets on the Trunk Road

- 111 Rev **B**

In witness whereof National Highways Limited has affixed its common seal to this Deed and the Council has affixed its common seal to this Deed on the date this agreement completed stated on page 1

Executed as a Deed by affixing the common seal of NATIONAL HIGHWAYS LIMITED in the presence of:

..... Director or Authorised signatory

In the presence of a Witness:

Witness Name:

Witness Address:

Witness Occupation:

Executed as a Deed by affixing the common seal of West Sussex County Council

..... Authorised signatory

THE FIRST SCHEDULE

The Section 278/ 111 Works include works within the Council's highway boundary and National Highway's highway boundary for a new access with footway works and associated planting and all other works shown on the Drawing and in the specification

THE SECOND SCHEDULE

Specifications for as "As built" AutoCAD drawings:-

1. The model units of the drawing must be in accurate OS national grid co-ordinates (ie in the British National Grid Co-ordinate System).
2. The electronic drawings must only contain the layers/features that show the position of the new road(s) and properties - not additional engineering items such as street lighting/ drainage etc. Additionally, existing map data must not be included. Alternatively, all new features must be collaborated into distinct layers ie drainage as one layer, properties in one layer, property boundaries in one layer, thus enabling the County Council to turn the other unwanted layers off.
3. The extent of the AutoCAD drawings must not be larger than the actual extent of the features.
4. Any text must be in a simple Truetype font.
5. The drawing must be in 2D, not a 3D model.

The drawing should be emailed to the Proper Officer in accordance with the provisions of clause 15

IN WITNESS whereof the parties have executed this document as a Deed the day and year first before written

EXECUTED as a **DEED** by **RODWELL PROPERTY LIMITED**
presence of:

Director [redacted]

Witness



THE COMMON SEAL of **WEST SUSSEX COUNTY COUNCIL** was hereunto affixed in the presence of:

[redacted]

Authorised Signatory

DATED 5TH SEPTEMBER 2025

RODWELL PROPERTY LIMITED

- and -

WEST SUSSEX COUNTY COUNCIL

AGREEMENT

under Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 106 of the Town and Country Planning Act 1990
in connection with Land on Old Shoreham Road, A27, Lancing, West Sussex

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CC803 17173/TM
PSI 3732 (LM)