

Memorandum of Understanding

Re Maltings Farm dated [REDACTED] 2025

This MoU is an agreement made between the following parties:

Party A (Mr Chris Gargan and Ms Andrea Funnell)

Name	Address	Contact Email
Mr Chris Gargan and Ms Andrea Funnell	Maltings Farm, Malthouse Lane, Hurstpierpoint, West Sussex, BN6 9JZ	cgargan@ksdgrouppltd.com and andreafunnell73@gmail.com

Party B (West Sussex County Council)

Organisation Name	Address	Contact Email
West Sussex County Council	1 st Floor, Northleigh, County Hall, Chichester, West Sussex, PO19 1RH	david.tucker@westsussex.gov.uk

1. SUBJECT

1.1. This Memorandum of Understanding relates to co-operation between Mr Chris Gargan (Maltings Farm) and West Sussex County Council in relation to the Jane Murray Way/Maltings Farm drainage project.

1.2. The project seeks to improve surface water drainage at Jane Murray Way, Burgess Hill through interventions at Maltings Farm and new drainage infrastructure.

1.3. The proposed works are as shown on Drawing No. 986911-WSCC-HDG-A273-DR-CD-501-P01-GA, annexed hereto or any subsequently agreed revision.

1.4. This document sets out matters of agreement for the works proposed and the relevant responsibilities for long-term management and maintenance of these measures following the completion of works.

2. COMMITMENTS

Party A (Mr Chris Gargan) commits to:

2.1. Permit access onto land at Maltings Farm for the duration of the initial works;

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- 2.2. Allow the temporary storage of tools and materials on land at Maltings Farm during this period;
- 2.3. Maintain new tree planting within Maltings Farm along the northern boundary of the site in perpetuity

Party B (West Sussex County Council) commits to:

- 2.4. Ensuring contractors remove all vehicles, materials and tools from Maltings Farm at the earliest opportunity following completion of the works;
- 2.5. Restore or replace any boundary fencing removed during the course of works to its state and condition at the date hereof, unless otherwise agreed; and
- 2.6. Maintain the proposed trash screen at Maltings Farm from public land in perpetuity;

3. AMENDMENTS

- 3.1. Any amendments to this Memorandum of Understanding (or the arrangements set out within this document) are to be agreed in writing between both parties.
- 3.2. Each party is responsible for notifying the other if their land ownership position or (in the case of Party B) relevant statutory responsibilities change.

The parties affirm to know, understand and agree to all articles of this MoU as negotiated together.

PARTY A REPRESENTATIVE

PARTY B REPRESENTATIVE

Sign

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Date