



Terms and Conditions for the Installation of a Lewes Heritage Plaque

1. Parties

These Terms and Conditions are made between **Lewes Town Council** ('the Council') and the **Owner(s) of the Building** to which the heritage plaque is affixed ('the Building Owner').

2. Ownership of the Plaque

The heritage plaque shall at all times remain the sole property of Lewes Town Council. No right, title, or interest in the plaque is transferred to the Building Owner by virtue of its installation.

3. Permission to Install

The Building Owner grants the Council permission to securely install the plaque on the exterior of the building at a mutually agreed location. This permission is granted for the duration that the plaque remains in situ, subject to these Terms and Conditions.

4. Installation

The Council shall be responsible for arranging and funding the installation of the plaque. Installation shall be carried out using appropriate methods to minimise damage to the building fabric.

5. Maintenance and Repair

The Council shall be solely responsible for the ongoing maintenance, repair, and, where necessary, replacement of the plaque, including fixings. The Building Owner shall not be required to contribute to any costs associated with maintaining the plaque.

6. Insurance and Liability

The Council shall maintain appropriate public liability insurance covering the plaque and its installation.

The Council accepts responsibility for any claims, losses, or damages arising directly from the presence, condition, or failure of the plaque, except where such damage is caused by the Building Owner's negligence or wilful act.

7. Access

The Building Owner agrees to provide reasonable access to the Council, or its appointed contractors, for the purposes of inspection, maintenance, repair, or removal of the plaque, subject to reasonable notice (except in emergencies).

8. Alterations to the Building

The Building Owner shall make reasonable efforts to notify the Council in advance of any building works or alterations that may affect the plaque. Where necessary, the Council may temporarily remove and reinstate the plaque at its own cost.

9. Removal of the Plaque

The Council reserves the right to remove the plaque at any time.

The Building Owner may request removal of the plaque by providing reasonable written notice to the Council. In such circumstances, the Council shall arrange for removal and make good any fixings to a reasonable standard.

10. Change of Building Ownership

The Building Owner shall notify Lewes Town Council in writing as soon as reasonably practicable upon the sale or transfer of ownership of the building. This is to enable the Council to update its records relating to the heritage plaque.

These Terms and Conditions shall continue to apply to any successor in title to the building.

11. No Assignment

This agreement shall not be assigned or transferred by the Building Owner without the prior written consent of the Council.

12. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of **England and Wales**.

13. Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties in relation to the heritage plaque and supersede any prior discussions or understandings.

Signatures

This agreement is accepted and agreed by the parties as of the date(s) set out below.

For and on behalf of Lewes Town Council

Signed: _____

Name: _____

Title: _____

Date: _____

For and on behalf of the Building Owner

Signed: _____

Name: _____

Date: _____

Address of Building: _____