


WEST SUSSEX COUNTY COUNCIL

HIGHWAYS ACT 1980

LOCALISM ACT 2011

LICENCE TO PLANT IN THE HIGHWAY

1. ~~IN~~ this Licence:

- (a) "the Act" means the Highways Act 1980
- (b) "the Council" means West Sussex County Council
- (c) "the Highway" means those areas of highway maintainable at the public expense known as **OPPOSITE NORTH ENTRANCE, CHURCH OF SCIENTOLOGY AND SAINT HILL MANOR, SAINT HILL ROAD, EAST GRINSTEAD, RH19 4JY** as shown on the plan attached hereto
- (d) "the Licensee" means 
- (e) "the Licence" means this document
- (f) "the Planting" mean those trees shrubs and laying out grass verge (if any) of a nature not prohibited by the terms and conditions of this licence

2. THE Council as local highway authority for the Highway HEREBY GRANT to the Licensee under Section 96 and 142 of the Act the Licence to plant and maintain/to retain and maintain the Planting in the highway as indicated on the plan annexed hereto upon the terms and conditions contained herein and the Licensee hereby accepts the Licence aforesaid upon and subject to the terms conditions and provisions aforesaid

3. NO hole shall be dug to a greater depth than 200 millimetres in connection with the planting of trees under this licence without an appropriate search and engagement for utilities plant providers

4. ANY trees planted under the Licence must not be below a girth/height of between 10-12mtrs

5. NO tree will be planted within the Highway prior to the species, size and location of the tree being approved by the Council and all trees so approved will be listed in the Appendix annexed to the Licence

6. (i) ANY tree planted pursuant to the Licence is to be sourced from a nursery located in the United Kingdom and must be free of pests and pathogens; and

(ii) Any plants planted pursuant to the Licence will be sourced in the United Kingdom and nursed for at least 12 months prior to planting in the Highway

7. ANY trees planted under the Licence must be provided with a stake, tie, water tube, mulch, and tree guard.

8. THE Licensee must not plant any edible fruit bearing trees or trees which are of a poisonous nature (whether by reason of fruit flowers leaves or otherwise howsoever) or are otherwise likely to constitute a source of danger to persons or animals on the highway shall be planted under the Licence

(i) THE Licensee shall not remove any soil from the part of the highway to which this Consent relates or otherwise do anything which would interfere with the support given to the rest of the highway

9. In the event of the Planting consisting of the provision of a tree or trees, prior to planting, any adjacent householder will be advised of the planting proposal, and no planting will proceed before the said adjacent householder has confirmed agreement to the proposed planting

10. THE Licensee shall regularly inspect the Planting and keep the part of the highway to which this Licence relates in a trim and tidy condition and all trees planted in pursuance of the Licence shall be regularly maintained to ensure the reasonable safety for all users of the public highway. This includes the removal of any epicormic growth and the removal of dead, dying and diseased trees

11. ANY works undertaken on the public highway must be undertaken by operatives with valid CSCS Operative and CSCS Supervisor Card and appropriate NRSWA Elements 1 – 3 training

12. THE Licence hereby granted shall remain in full force until withdrawn by the Council in accordance with the provisions of clause 16 or surrendered to the Council by the Licensee. The Council reserves the right to require the planted areas to be returned to grass before accepting the return

(i) IF it appears to the Council at any time that any trees/shrubs to which this Licence relates are or are likely to obstruct or interfere in any way with or to be a source of danger to passage along the carriageway or any footway of the highway or to overhang the premises of any person or that any grass to which this Licence relates is not being regularly cut or mown the Council may without notice to the Licensee lop prune cut or trim such trees/shrubs as they think fit

13. In the event of the Licensee surrendering the Licence in accordance with the provisions of clause 12 and in the event of trees being previously planted by the Licensee in accordance with the terms of the Licence the Licensee agrees to pay to the Council the sum of one hundred pounds (£100.00) in respect of each tree so planted as a contribution towards the future costs of the Council maintaining such trees

14. PERSONS authorised by the Council or by any statutory undertaker's sewerage authorities or British Telecom or any other bodies having similar rights may at any time enter the part of the highway to which this Licence relates without notice to the Licensee in order to carry out works for the purposes of the highway or the undertaking in question

15. THE Licensee shall indemnify the Council against any actions charges claims costs damages demands expenses or proceedings arising out of or in connection with or incidental to the Plants/Trees. The indemnity above shall include any claims relating to tree route damage to any part of the highway made by the Council AND any claim in connection with damage caused to the highway or any highway user as a result of the existence or condition of the Plants/Trees

16. THE Council may by notice served on the licensee withdraw a licence granted by them -

(a) on the expiration of such period as may be specified in the notice, being a period of not less than 7 days beginning with the date of service of the notice on the licensee if any condition of the licence is contravened by the licensee: or

(b) on the expiration of such period as may be so specified, being a period of not less than 3 months beginning with the said date, if the Council considers the withdrawal of the Licence is necessary for the purpose of the exercise of their functions as a local highway authority

17. THE Licensee shall inform the Council within one month of any change of their contact details specified above

18. THE Licence approved tree species: 35 x trees to create a hedgerow.

APPENDIX

Approved Species:

The hedgerow may consist of a mix of the following UK native species only, to promote biodiversity and create a dense, wildlife-friendly barrier:

Hawthorn (*Crataegus monogyna*)

Blackthorn (*Prunus spinosa*)

Hazel (*Corylus avellana*)

Field Maple (*Acer campestre*)

Crab Apple (*Malus sylvestris*)

Dogwood (*Cornus sanguinea*)

Dog Rose (*Rosa canina*)

Optional evergreen species may include:

Yew (*Taxus baccata*)

Holly (*Ilex aquifolium*)

Wild Privet (*Ligustrum vulgare*)

Spindle (*Euonymus europaeus*)

Planting Season:

Deciduous species should be planted between mid-autumn and late winter.

Evergreen species should be planted in autumn.

Sideways Clearance Requirement:

The hedgerow must be maintained in such a way that a minimum of 0.5 metres clearance (ideally 0.75 metres) from the edge of the carriageway is provided at all times. This should be taken into account when considering the planting position within the highway verge.

Maintenance Responsibility:

The Church of Scientology will be responsible for the ongoing maintenance of the hedgerow, including pruning, health monitoring, and ensuring it does not encroach onto the highway or obstruct visibility.

Dated the

24th September 2025

Signed on behalf of
West Sussex County Council

[Redacted Signature]

900821 - SHRBLIC_455 - NAME

[Redacted Name]

Authorised Signatory

Signed by the Licensee

[Redacted Signature]

Authorised Signatory