



TEMPORARY LICENCE TO BUSK ON LONDON UNDERGROUND PREMISES

TERMS AND CONDITIONS

DATE: March 2024

PARTIES: (1) London Underground Limited, a company incorporated in England and Wales (company registration number 1900907) whose registered office is at 55 Broadway, London SW1H 0BD ("LUL"); and

WHEREAS: The Busker has successfully auditioned to participate in LUL's Busking Scheme.

GENERAL INFORMATION:

1. LUL hereby grants the Busker the non-exclusive right to play musical instrument(s) and/or sing in accordance with the Pitch Restrictions provided under clause 31, as such restrictions are notified by LUL to the Busker from time to time) with the aim of receiving money donated by the public ("busk") on LUL's premises for a period starting on the date of this Licence and continuing until: **30 September 2026** (subject to earlier termination in accordance with the terms of this Licence). Such right to busk is granted subject to the Busker complying with all the terms of this Licence.
2. The Busking Licence remains the property of LUL and may be revoked at any time and for any reason deemed justifiable by LUL.
3. The Busker is not employed by LUL and shall not be deemed as such.
4. LUL reserves the right to amend these Terms and Conditions at any point in time. LUL shall make reasonable endeavours to provide advance notice of changes and updates but may make changes without prior notification or communication. The Busker accepts responsibility to ensure that he/she complies with and understands the Terms and Conditions of the Busking Licence at all times. The Busker can obtain clarification and information regarding any updates or amendments via busking@tube.tfl.gov.uk.
5. The licence is not transferable or assignable. It may only be used by the person named on it and no other person. Misuse of a licence will result in the licence being permanently withheld and terminated by LUL.



BUSKER'S OBLIGATIONS:

GENERAL OBLIGATIONS:

6. The Busker shall obey all lawful instructions of authorised representatives of LUL or such other agent of LUL as LUL may advise the Busker from time to time (the "Agent") and all lawful instructions of emergency service staff while the Busker is on LUL's premises (the "Premises"). Notwithstanding the generality of this obligation, the Busker shall also comply with the obligations set out in this Licence.
7. The Busker shall not harass, accost, petition, importune, actively demand, directly approach or request money or interfere in any way with LUL's staff, customers, contractors or visitors. The Busker shall not offend or cause a nuisance to anyone.
8. Buskers are required to sign in and sign out for every performance using the Visitor Pass Scheme. This scheme is further outlined in the Guidelines to this document. For the avoidance of doubt, this clause requires the Busker to follow the procedure for signing in and out of the station as well as to follow emergency evacuation procedures. Failure to comply with this clause shall be deemed by LUL to be a serious breach and shall result in the licence being immediately revoked.
9. On the conclusion of a busking performance, the busker must sign out of the station within 30 minutes.
10. Whilst on LUL's premises, Buskers are required to wear the Visitor Permit with which they are issued.
11. Emergency Evacuation Procedure: Licensed Buskers are required to comply with the Evacuation Procedure for Visitors. Buskers must comply with the instructions of station staff and/or emergency services personnel and leave the station by the directed route without hesitation. Upon leaving the station, the Busker must immediately report to and remain at the Staff Assembly Point (SAP) until a member of LUL staff has identified the Busker on the Visitor Register. During an evacuation, the Busker must not attempt to retrieve their Licence. They should return following the incident to request the Licence or contact the Busking Helpline. Failure to comply with this requirement shall result in the Licence being immediately terminated.
12. The Busker shall wear, in a clearly visible position, the 'Licensed Musician Identity Card' issued to him or her by LUL, at all times while busking on the Premises. The Busker shall immediately return the badge to LUL on expiry or termination of this Licence.
13. The Busker's facial features must always be distinguishable. The Busker may wear make-up, but facial painting must be kept to a minimum (maximum of one third of their face). Hats and headscarves are allowed but should not obscure the Busker's facial features. If the Busker requires an exemption from this rule, please contact LUL via buskers@tfl.gov.uk with details of their requirements.



14. The Busker shall be neatly clothed, clean, orderly and polite at all times while on the Premises for busking purposes.
15. The Busker is not allowed to bring bicycles, unicycles or pets onto LUL premises. The Busker's musical instruments and equipment shall be identifiable as an instrument.

BEHAVIOUR:

16. The Busker shall not adopt an appearance or carry out a performance which, in the opinion of LUL, tends to attract a static crowd.
17. The Busker shall not adopt an appearance or carry out a performance which, in the opinion of LUL, may cause offence to LUL and its staff, its agents, sponsors or customers.
18. The Busker shall not be intoxicated, consume alcohol or drugs, smoke, create litter or consume significant quantities of food when on the Premises.
19. LUL will not tolerate violence or abusive language directed towards its staff or customers.
20. LUL will not tolerate vandalism, theft, graffitiing, or any other criminal act within the Premises.
21. The licence may be revoked immediately if the Busker is identified as committing any of the acts outlined in clauses 18 and 19.
22. The Busker shall not do anything to harm LUL's brand or its sponsors' or agents' brands and the Busker shall not be defamatory or derogatory of any person.
23. The Busker shall promptly inform LUL's Busking Scheme or its Agent if he or she is convicted of a crime or breaches any of LUL's bye-laws during the currency of this Licence.
24. This Licence may be withdrawn by LUL in the event that the Busker is convicted of any crime, or has a criminal record which, in the opinion of LUL, renders the Busker unsuitable to hold its Licence.
25. This Licence may be withdrawn by LUL in the event that the Busker is charged with any crime or is found to be in breach of any of LUL's bye-laws, which in the opinion of LUL, renders the Busker unsuitable to hold a Licence.

BOOKINGS:

26. Once the Busker has agreed a time and duration for a performance, the Busker shall attend at the agreed time and place and perform for the agreed duration.
27. If for any reason the Busker becomes unable to comply with this obligation, he/she shall notify LUL as soon as possible and in any case no later than three hours prior to the agreed time, save in the event of an unforeseen circumstance that is accepted by LUL. In the event of an unforeseen circumstance, the Busker shall notify LUL as soon as practicably possible.



PITCH OBLIGATIONS:

28. The Busker shall remain within the area designated for his or her performance by LUL (the "Pitch") while busking. The Busker shall not place or leave unauthorised obstacles on or about the Pitch. The Busker shall ensure that his or her equipment, including any receptacle for cash, remains at all times during a performance within the boundaries of the Pitch.
29. The Busker shall not busk anywhere on the Premises at any time other than on a Pitch and at a time authorised by LUL. The occupation and temporary installation of equipment must be completed within the time period authorised by LUL and subsequently the safe removal of all equipment and the full vacation of the Pitch must be completed prior to the completion of the time period authorised by LUL. It is the Busker's responsibility to ensure that he/she is fully packed and ready to leave the pitch to sign-out of the station at the end of the authorised time period.
30. Other than on the Pitches, the Busker shall at no time busk in any other area of LUL's premises, stations or trains.
31. The Busker shall adhere to the Pitch Restrictions, as advertised to Buskers from time to time.
32. The Busker shall not during a performance exceed the maximum volume for the Pitch or use equipment inappropriate for the Pitch as advised by LUL or their agents. The maximum volume of a Pitch is deemed to be less than the volume at which a Public Address Announcement becomes inaudible to the majority of customers. The Busker must immediately comply with any and all requests from LUL employees or its Agents to reduce the volume to an acceptable level.
33. The Busker is not permitted to undertake any acrobatics, magical tricks, elaborate dance routines, gymnastics or other forms of entertainment with the exception of musical performances.

EMERGENCY PROCEDURES:

34. LUL reserves the right to instruct the Busker to suspend or cancel a performance or immediately to leave the Premises for safety or operational reasons or (without limitation) on any other reasonable ground.
35. The Busker shall promptly comply with any instructions from LUL employees or the emergency services.

EQUIPMENT, PERSONAL EFFECTS, DAMAGE AND LOSS:

36. The Busker is responsible for the safe carrying of all their equipment and instruments. Staff are not available to help the Busker to carry their equipment. Note this clause applies also during an emergency.
37. The Busker shall not use any hazardous or obstructive equipment or equipment which requires access to a power supply onto the Premises.



38. LUL will not accept any liability for the damage or loss of any equipment or personal effects used during busking performances.
39. The Busker shall indemnify LUL against any costs incurred as a result of breach by the Busker of the terms of this Licence.
40. The Busker acknowledges and agrees that he/she is partaking in the busking scheme at his/her own risk and that LUL shall have no liability for any misadventure which may occur to him/her which is not the fault of LUL, save to the extent that it is impossible at law to exclude such liability.

OPERATIONAL REQUIREMENTS:

41. The Busker shall not offer goods or merchandise for sale, distribute items (with or without charge) or advertise third party brands, products or services on the Premises.
42. The Busker must only perform using the instruments (or vocals) declared on their Licence. Should the Busker wish to add an instrument or vocals to their repertoire they must apply and attend an audition.

LICENCE RENEWALS, TERMINATION AND EXPIRY:

43. The maximum period of validity of the Licence is for four calendar years from the date of issue. The Licence may be renewable by application to LUL during the period before expiry.
44. It is the responsibility of the Busker to apply for a renewal, which may or may not be granted by LUL.
45. A Licence will lapse and expire on the date of expiry unless a valid renewal has been completed prior to this date.
46. Either party may, at any time, terminate this Licence on giving ten days' written notice to the other party. Upon termination, the Busker shall return to LUL all copies of the Licence within 10 days of the notice being given by either party.
47. A Licence may be terminated at any time by LUL to resolve issues arising from breaches of the Terms and Conditions, termination of the scheme, dishonest or fraudulently obtaining a Licence, failure to comply with legal obligations, or other changes to the scheme that warrants the invalidity of the licence. In these circumstances, the Busker shall immediately surrender his/her Licences to LUL staff and vacate the Premises.
48. LUL expects the Busker to comply with all legal obligations, including national legal and earnings requirements, work permits, etc. Failure to comply with such regulations and statutory obligations shall result in the Licence being withdrawn.
49. Lost or stolen Licences may be replaced by application to LUL up to the period of expiry. A fee is payable for the replacement of lost or stolen Licences which must be paid prior to production of a replacement.



MISCELLANEOUS:

- 50. The Busker may not assign or transfer this Licence.
- 51. LUL may at any time revoke or suspend the Licence of a Busker for any breach of the Terms and Conditions. The Busker acknowledges that they must comply in all respects of the provisions of the Licence and these Terms and Conditions. The Busker also acknowledges that if it is found that they have obtained a Licence dishonestly that the Licence may be revoked.
- 52. In such event, LUL may at the Busker's cost remove the Busker and all his or her property from the Premises and LUL, and the Agent, and the officers, servants and agents of LUL, shall not have any liability in respect of such termination and removal (save as regards death and personal injury). LUL may, but shall have no obligation to, reinstate the Licence if it deems it appropriate.
- 53. By signing these Terms & Conditions the Busker agrees to abide by the Terms and Conditions identified herein. At LUL's discretion, the agreement to these Terms and Conditions shall be renewed upon expiry of an existing Licence. While a Busker holds a valid Licence to Busk, the Busker is deemed to agree to the Terms and Conditions.

In witness whereof, the parties have executed this Licence:

(Signature)

for and on behalf of LONDON UNDERGROUND LIMITED

(Print name)

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