

BETWEEN:-

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, Barking Road, East Ham, London, E6 2RP (hereinafter referred to as "the Council");

and

(2) **DOCKLANDS LIGHT RAILWAY LIMITED** with Registration Number 02052677 whose registered office is at 42-50 Victoria Street, London, SW1H 0TL (hereinafter referred to as "the Licensee")

WHEREAS:-

(A) The Council is the Street Authority and Local Highway Authority for the London Borough of Newham for the purposes of the New Roads and Street Works Act 1991 and the Highways Act 1980 respectively for the area in which the Apparatus will be situated;

(B) The Licensee has requested the Council to permit the installation of a bridge collision deterrent and advances warning structure on the public highway at Carpenter's Road, Stratford, E15 to reduce the risk of bridge strike as shown on drawing numbers 11927-GA-001 Rev A and DLR02 attached to this Licence

(C) The Council has agreed to grant a Licence under section 50 of the New Roads and Street Works Act 1991 on the terms and conditions hereinafter set out.

NOW IT IS HEREBY AGREED as follows:-

1.1 DEFINITIONS

"**the Act**" means the New Roads and Street Works Act 1991;

"**the Apparatus**" means the collision protection beam and columns to be installed on the Highway as shown on the Drawings;

"**the Council**" has the same meaning as the first party to this Licence;

"**the Drawings**" means the drawings numbered 11927-GA-001 Rev A and DLR02 appended hereto;

"**the Engineer**" means the Council's Director for Communities and Environment (Highways and Parking) for the time being or such other Council Officer person firm or company appointed from time to time by the Council for the purposes of this Licence.

"**the Highway**" means public highway at Carpenters Road, Stratford E15 as shown on the Drawings

“Installation Works” means works to be carried out on the Highway to facilitate the installation of the Apparatus

“the Licensee” has the same meaning as the second party to this Licence;

“Reinstatement Works” means the removal of the **Apparatus** and the return of the Highway to the condition in which they existed immediately prior to the grant of this Licence;

“Works” means both the Installation Works and Reinstatement Works

1.2 INTERPRETATION

The words and expressions in Part 1 shall have the meanings specified therein;

The expressions “the Council” and “the Licensee” include the successors in title to the Council and the Licensee respectively;

If the Licensee is at any time more than one person its obligations shall be the joint and several obligations of such persons;

Words importing one gender import any other gender, words importing the singular import the plural and vice versa, and any reference to a person includes a reference to a company authority board department or other body;

The Part headings shall not be taken into account for the purposes of construction or interpretation.

2.0 PRELIMINARY

This Licence shall take effect and be binding on the parties hereto on the date hereof;

3.0 LICENCE TO PLACE AND RETAIN APPARATUS IN THE HIGHWAY

3.1 In consideration of the obligations set out below the Council hereby grants a licence to the Licensee pursuant to Section 50 of the New Roads and Street Works Act 1991 to place and retain the Apparatus in the Highway at the locations indicated on the Drawings and as described in the Second Schedule hereto;

3.2 The licensee shall give prior written notice to the Engineer of its intention to;

(a) maintain repair replace and reinstate the Apparatus ; and

(b) break open and have access to the Highway for those purposes;

and shall not proceed without the prior written approval of the Engineer.

- 3.3 This Licence shall come into force on the execution hereof and subject to termination in accordance with clause 5 below shall continue in force indefinitely subject to Schedule 3, paragraph 6 of the Act;

4.0 LICENSEE'S COVENANTS

The Licensee hereby covenants to comply with its obligations set out in the First Schedule.

5.0 TERMINATION OF LICENCE

- 5.1 The Council may determine this Licence if the Licensee shall be in breach of any of its obligations under this Licence and has failed to remedy such breach to the Engineer's reasonable satisfaction within fourteen days of written notice of such breach given by the Council to the Licensee whereupon this Licence shall determine except for Clause 7 and subject to any statutory or other rights of appeal in respect of a grant of a licence under section 50 of the Act.
- 5.2 Either party may determine this Licence at any time upon giving six (6) months written notice to the other party whereupon this Licence shall determine except for Clause 7.
- 5.3 If either party shall determine the Licence the Council may serve notice on the Licensee to carry out the Reinstatement Works then the Licensee shall complete the Reinstatement Works to the Council's reasonable satisfaction within three months of the date of the notice.
- 5.4 The liability of the Licensee shall continue until such a time as the Reinstatement Works are completed to the reasonable satisfaction of the Engineer

6.0 COSTS

- 6.1 The Licensee hereby agrees to pay to the Council the sum of £2,500 (Two Thousand Five Hundred Pounds) as a commuted charge for the administration of this Licence as provided by section 75 of the Act;
- 6.2 The Licensee hereby agrees to pay to the Council on the grant of this Licence, the sum of £1,500 (One Thousand Five Hundred Pounds) in respect of the Council's reasonable legal costs incurred in connection with the grant of this Licence as provided by Schedule 3, paragraph 2 of the Act;

7.0 INDEMNITIES

- 7.1 The Licensee shall indemnify the Council against all liability, actions, proceedings, claims, demands, costs and expenses whatever, including without limitation those in respect of personal injury to or to the death of any person and an injury or damage to any property real or personal, however arising directly as a result of the use of the rights granted by this Licence

8.0 CONTINUING LIABILITY

Neither the Licensee here meaning the original party to this Licence, nor any successor in title shall be liable for any breach of any of the terms of this Licence in respect of any event occurring after it shall have parted with its interest in the Apparatus.

9.0 ASSIGNMENT

The Licensee shall not assign this Licence without the prior written consent of the Engineer to any assignment.

10.0 NOTICE OF CHANGE OF OWNERSHIP

10.1 Where the Licensee proposes—

- (a) to cease using or abandon the Apparatus, or
- (b) to part with his interest in the Apparatus,

he shall give the Council at least six weeks' notice before doing so.

10.2 Where the Licensee under a street works licence granted to the owner of land and his successors in title proposes to part with his interest in the land, he shall before doing so give notice to the Council stating to whom the benefit of the Licence is to be transferred and obtain the written consent of the Council prior to this

11.0 THE COUNCIL'S DISCRETION

For the avoidance of doubt nothing herein contained shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a Local Authority and all such rights powers duties and obligations under all public and private statute bye-laws orders regulations and otherwise may be as fully and effectually exercised in relation to the proposed installation and any other subject matter of this licence as if this Licence had not been executed by the Council.

12.0 THIRD PARTIES

No one other than a party to this Licence and their successors shall have any right to enforce any of its terms

13.0 GOVERNING LAW

This Licence is governed by the laws of England and without prejudice to the Council's enforcement powers under the Act, the parties agree in the case of a dispute not capable of being resolved by them to submit to the jurisdiction of English Court

IN WITNESS whereof these presents have been executed by the parties hereto as a Deed and delivered the day and year first before written

THE FIRST SCHEDULE

1.0 THE LICENSEE'S COVENANTS

The Licensee covenants with the Council as follows:-

- 1.1 To permit the Council and its architects, surveyors, agents and workmen to inspect and be allowed access to the Apparatus at any reasonable time on prior written notice of at least 48 hours duration, except in an emergency, to ensure compliance with the terms of this Licence.
- 1.2 To produce to the Council on demand copies of all letters, notices, applications, consents or other documents sent, served, received or made by or granted to the Licensee in connection with the Apparatus.
- 1.3 To insure and keep insured the Council and the Licensee for Ten Million Pounds (£10,000,000.00) against all liability, actions, proceedings, costs, claims, demands and expenses whatever which can be anticipated in respect of personal injury to or the death of any person or injury or damage to any property real or personal arising out of or as a result of the use of the rights granted in this Licence
- 1.4 To notify the Council of any proposed variation of the Apparatus or its location;
- 1.5 To take reasonable steps to safeguard users of the highway during the Installation Works, maintenance activities and Reinstatement Works and not to install or display the Apparatus so as to endanger persons using the highway
- 1.6 To make good any damage to the Highway occasioned by such placement maintenance of the Apparatus or the Works as soon as possible;
- 1.7 To carry out the Works in accordance with current industry standards and specifications
- 1.8 To obtain any other licence, permission or consent required from other authorities or private property before installing the Apparatus
- 1.9 To pay all the Council's expenses incurred in the execution of any works or the provision of any facilities in connection with the installation alteration maintenance demolition or removal of the Apparatus
- 1.10 To bear the costs of any alteration diversion removal or protection of any mains apparatus or property of the Council a Statutory Undertaker or a licensee under Section 50 of the New Roads and Street Works Act 1991 made necessary by the installation maintenance demolition or removal of the Apparatus.

THE SECOND SCHEDULE

Drawings showing the location of the Apparatus

Drawings: 11927-GA-001 Rev A and DLR02

London Borough of Newham

Newham Dockside, 1000 Dockside Road, London E16 2QU

CARPENTERS ROAD COLLISION BEAM LOCATION PLAN



Drawing No. DLR02

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF NEWHAM was hereunto)
affixed in the presence of:)

Authorised Signatory

EXECUTED AS A DEED by DOCKLANDS)
LIGHT RAILWAY LIMITED)
Acting by two Directors or a Director and Secretary):-

Director



Director/~~Secretary~~

