

LICENCE

DATE	:	
LICENSOR	:	NETWORK RAIL INFRASTRUCTURE LIMITED (company no.2904587) and having its registered office at 90 York Way, London, N1 9AG ("the Company")
LICENSEE	:	BRIGHTON AND HOVE CITY COUNCIL and having its registered office at King's House, Grand Avenue, Hove BN3 2LS
PRIVILEGES	:	right to attach art work and lighting to be supported off the Company's bridge at the described location
LOCATION OF PRIVILEGES	:	New England Quarter Brighton redundant Listed railway Bridge over New England Road, as shown edged red on the attached plan number 47257 at BTL 0m 0512 yards and VTB3 50m 0568yards
LICENCE COMMENCEMENT DATE	:	
YEARLY LICENCE FEE (subject to payment of value added tax) consideration	:	Licence to be granted at Nil
THE SURVEYOR	:	the Company's Surveyor, currently of Network Rail Operational Estate Team South, Suite 3, Floor 3, Waterloo General Offices, SE1 8SW
PERIOD OF NOTICE	:	3 months written notice

## Licence

1. The Company permit the Licensee to enjoy the Privileges from and including the Licence Commencement Date

## Payments

2. The Licensee is to pay the Company without deduction:
  - 2.1 the Costs Contribution for the Company's costs of preparation of this Licence plus value added tax chargeable
  - 2.2 the cost of any works which the Company do where the Licensee defaults

## Nature of Privileges

3. The Privileges are granted in common with the use of the Location of the Privileges by the Company and all others authorised by the Company or otherwise enjoying rights and :
  - 3.1 it is the Licensee's responsibility to obtain all necessary consents from the Company's tenants and others who may be affected by the exercise of the Privileges
  - 3.2 the benefit of this Licence is personal to the Licensee and is not transferable
  - 3.3 the Company do not warrant that the Privileges are physically or legally capable of being exercised

## Licensee's responsibilities

4. The Licensee is:
  - 4.1 to observe all present or future legal requirements regulating the exercise of the Privileges
  - 4.2 to indemnify the Company and their employees from all losses, costs and third party claims or other liability (including for death or personal injury) arising in any way from the grant or existence of this Licence and anything done as a result of its grant or existence
  - 4.3 to release the Company from any such claim or other liability on the part of the Licensee (except where in the case of liability for death or personal injury this would be unlawful)

- 4.4 at the end of this Licence to remove from the Company's property any works carried out in the exercise of the Privileges and restore the Company's property to a good state and condition to the satisfaction of the Company (failing which the Company may do this and charge the Licensee)

End of Licence

- 5. This Licence may be ended by the following means:
  - 5.1 the Company or the Licensee giving to the other written notice of not less than the Period of Notice expiring at any time
  - 5.2 the Company giving to the Licensee written notice expiring at any time following failure by the Licensee to comply with any of the terms of this Licence

Notices

- 6. Any written notice which is under the terms of this Licence to be given to the Company is to be treated as effectively served if and only if sent through the post by recorded delivery service addressed to the Surveyor or as the Company may direct and any written notice which is to be given to the Licensee is to be treated as effectively served if sent through the post by recorded delivery service addressed to the Licensee at his last known place of business or abode in the United Kingdom or at the Licensee's registered office (as applicable)

Schedules

- 7. Where any Schedule of additional terms is attached to this Licence those terms form part of this Licence

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Occupation .....

SIGNED by the said \_\_\_\_\_ )  
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## SCHEDULE

The Licensee will:

1. (if not already done) construct the works which are the subject of the Privileges ("the Works") in accordance with plans and sections approved in writing by the Company's Engineer
2. at all times maintain the works in good and safe repair and condition to the satisfaction of the Company's Engineer
3. complete the Works (once having begun them) speedily and so as to cause the least interference with the railway
4. not make any alterations or additions to the Works without first obtaining the written consent of the Company's Engineer for the widening or alteration of the railway or other use of the Company's property
5. carry out at the request of the Company's Engineer such alterations to the works as may be necessary in the opinion of the Company's Engineer for the widening or alteration of the railway or other use of the Company's property
6. notify the Company's Engineer at once of any accident to or leakage from the Works and repair them accordingly
7. not carry out any works at or come upon the Company's property:
  - 7.1 other than at such times as may be approved by the Company's Engineer and (if so required) under his supervision
  - 7.2 other than to the satisfaction of the Company's Engineer and in accordance with methods of working approved by him
  - 7.3 without causing the minimum inconvenience to the Company and making good all damage caused to the Company's property
8. pay to the Company all costs, losses and expenses (as certified by the Company's Engineer) which the Company may incur consequent upon or in connection with the existence of the Works or the carrying out of any works in relation to them including (but not limited to) those which arise:
  - 8.1 in consequence of any special traffic working or speed restrictions or substitution or diversion of railway services

- 8.2 in the employment of inspectors signalmen operating supervisors handsignalmen and lookoutmen
- 8.3 in relation to any electrical isolation of the Company's equipment
- 8.4 in the protection of the Company's railway and property and any additional maintenance and renewal
- 8.5 in supporting railway structures and other property and in accommodating the effect of any subsidence
- 8.6 in carrying out any of the Licensee's works which the Company do by agreement or where the Licensee defaults or where in the opinion of the Company such action is required in the interests of the safety and/or operation of the railway
- 8.7 in consequence of the Company being unable to provide in timely manner train paths for which it has contracted with third parties

The Licensee will ensure that:-

1. Materials and installation must be agreed with Network Rail prior to progressing the commission
2. Murals of a permanent nature must be protected with an anti-graffiti coating so that illegal graffiti tags can be cleaned off.
3. All requests for public art or community art on Network Rail infrastructure must be approved by the local Government and Corporate Affairs team
4. they take full responsibility for maintenance and removal costs, if directed by Network Rail
5. at all times they maintain the Works in good and safe repair and condition to the satisfaction of Network Rail's Engineer;
6. Up lighters to be mounted on Train inside bespoke integral mountings
7. All electrical connections will be taken back to the plinth and connected into existing street light circuits.

8. all wiring to be enclosed in conduit on east side of the train, and not visible from footpath and all connections in appropriate junction boxes
9. Train is supported on a cantilevered beam fixed to a concrete base already constructed within the 'greenway' to the south of the bridge.

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