

Dated: **{Insert Date}**

NETWORK RAIL INFRASTRUCTURE LIMITED

and

{INSERT LICENSEE NAME}

LICENCE

IN RESPECT OF {INSERT NATURE OF PRIVILEGES}

at

{INSERT NAME OF LICENSEE'S PREMISES}

adjoining

{INSERT NAME OF ADJOINING RAILWAY PREMISES/LAND}

LICENCE {TO OCCUPY}

Licensor: **NETWORK RAIL INFRASTRUCTURE LIMITED** (company no. 2904587) and having its registered office at One Eversholt Street, London, NW1 2DN ("the Licensor")

Licensee: **{insert Licensee name}** (company no. {Insert company number}) and having its registered office at {insert Licensee address} ("the Licensee")

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

Asset Protection Agreement:

the asset protection agreement dated {date} between the Licensor and the Licensee

Costs Contribution: £{insert amount} plus VAT

Interest Rate: 4% above the base lending rate of the HSBC PLC

Licence Fee: £{insert amount} plus VAT

Licence Period: the period from and including {the date hereof/specific date} to and including {specific date}

Engineer: the Licensor's Engineer, currently {insert engineer's name and address}

Period of Notice: {one month's notice} to be served in writing by Licensor or Licensee

Premises: the land shown {edged red} on the plan attached

Privileges: The right to {insert nature of privileges} {on} the Premises

Surveyor: The Licensor's Surveyor, currently {insert surveyor's name and address}

1.2 Interpretation

1.2.1 Where a party to this licence includes two or more persons, the obligations of that party are made by those persons jointly and severally.

- 1.2.2 A reference to any statute includes all extensions, amendments or re enactments of the statute in force for the time being and all derivative regulations and requirements in force for the time being.
- 1.2.3 General words are not limited because they are preceded or followed by particular words in the same category or covering the same topic and headings to clauses, schedules and paragraphs are for convenience only and do not affect the meaning of this licence.

2 Licence

The Licensor permits the Licensee to enjoy the Privileges from the Location for the Licence Period.

3 Payments

The Licensee agrees to pay the Licensor without deduction or set off:

- 3.1 the Licence Fee plus value added tax on the date of this Licence;
- 3.2 value added tax chargeable on any payment made by or taxable supply received by the Licensee under or in connection with this Licence;
- 3.3 interest at the Interest Rate on any payment due under this Licence when (in case of the Licence Fee and related value added tax) overdue or (in the case of any other sums) overdue and unpaid for more than ten days after demand and interest is to be payable from the date when due until actual payment;
- 3.4 the Costs Contribution for the Licensor's cost of preparation of this Licence plus value added tax chargeable;
- 3.5 the cost of any works which the Licensor does where the Licensee defaults;
- 3.6 all costs and expenses (including administration and surveyors' costs and solicitors' fees) that the Licensor incurs in the recovery of any payments due under this Licence.

4 Nature of Privileges

The Privileges are granted in common with the use of the Location of the Privileges by the Licensor and all others authorised by the Licensor or otherwise enjoying rights and:

- 4.1 it is the Licensee's responsibility to obtain all necessary consents from the Licensor's tenants and others who may be affected by the exercise of the Privileges
- 4.2 the benefit of this Licence is personal to the Licensee and is not transferable
- 4.3 the Licensor does not warrant that the Privileges are physically or legally capable of being exercised

5 Licensee's obligations

The Licensee agrees with the Licensor as follows:

- 5.1 to observe all present or future legal requirements regulating the exercise of the Privileges;
- 5.2 to indemnify the Licensor and the 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;
- 5.3 to release the Licensor 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);
- 5.4 to keep the Premises in good repair, well maintained, clean and tidy;
- 5.5 not to alter the Premises;
- 5.6 not to do anything in or outside the Premises which might cause a nuisance, damage or annoyance to the Licensor or others;
- 5.7 to comply with all regulations for the proper management of the Premises as are made by the Licensor from time to time and communicated to the Licensee in writing.

6 End of Licence

- 6.1 This Licence may be ended by the following means:
 - 6.1.1 by the Licensor or Licensee giving to the other written notice of not less than the Period of Notice expiring at any time except in an emergency when the Licensor reserves the right to terminate the Licence with immediate effect; or
 - 6.1.2 the Licensor 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.
- 6.2 At the end of this Licence the Licensee will remove from the Premises any works carried out in the exercise of the Privileges and restore the Premises to a good state and condition to the satisfaction of the Licensor.
- 6.3 If the Licensee fails to remove its property from the Premises, or to restore the same to a good state and condition, the Licensor may do so at the cost of the Licensee and free from any claim for disposing of the Licensee's property.

7 Notices

Any written notice which is under the terms of this Licence to be given to the Licensor 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 Licensor 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).

8 Schedules

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

9 Asset Protection Agreement

Where an Asset Protection Agreement is required to be entered into to, exercise of the Privileges under this Licence is subject to the Licensor and Licensee having entered into an Asset Protection Agreement. In the event of any conflict or inconsistency between the terms of this Licence and the terms of the Asset Protection Agreement, the terms of the Asset Protection Agreement shall prevail.

10 Third parties

The parties to this licence do not intend that any term of this licence shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

SIGNED by **{insert name of authorised signatory}**
for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

.....

Witness

Address

.....

Occupation

SIGNED by **{insert name of Licensee signatory}**
for and on behalf of
{insert Licensee company name}

.....

Witness

Address

.....

Occupation

{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 Licensor’s Engineer
2. at all times maintain the Works in good and safe repair and condition to the satisfaction of the Licensor’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 Licensor’s Engineer for the widening or alteration of the railway or other use of the Licensor’s property
5. carry out at the request of the Licensor’s Engineer such alterations to the Works as may be necessary in the opinion of the Licensor’s Engineer for the widening or alteration of the railway or other use of the Licensor’s property
6. notify the Licensor’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 Licensor’s property:
 - 7.1 other than at such times as may be approved by the Licensor’s Engineer and (if so required) under his supervision
 - 7.2 other than to the satisfaction of the Licensor’s Engineer and in accordance with methods of working by him
 - 7.3 without causing the minimum inconvenience to the Licensor and making good all damaged caused to the Licensor’s property
8. pay to the Licensor all costs, losses and expenses (as certified by the Licensor’s Engineer) which the Licensor 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, hand signalmen, lookout men and any other required personnel that the Licensor may require
 - 8.3 in relation to any electrical isolation of the Licensor’s equipment
 - 8.4 in the protection of the Licensor’s railway and property 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 Licensors do by agreement of where the Licensee defaults or where in the opinion of the Licensors such action is required in the interests of the safety and/or operation of the railway
- 8.7 in consequence of the Licensors being unable to provide in a timely manner train paths for which it has contracted with third parties