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1.2 Any obligation on a party not to do something includes an obligation not to allow that thing to be done by any person within the Licensee's control.

1.3 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this Licence are joint and several.

## **2 Licence**

2.1 In consideration of the obligations on the Licensee in this Licence the Licensor permits the Licensee to enjoy the Privileges from and including the Licence Start Date until the earlier of:

2.1.1 the Licence End Date; and

2.1.2 the date upon which this Licence is terminated pursuant to clause 5.

## **3 Nature of Privileges**

3.1 The Privileges are granted in common with the use of the Property by the Licensor for any purpose including access and all others authorised by the Licensor or otherwise enjoying rights.

3.2 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.

3.3 The benefit of this Licence is personal to the Licensee, is not assignable and the Privileges may only be exercised by the Licensee and those Group Members whose details have been provided to the Licensor.

3.3 The Licensor does not warrant that the Privileges are physically or legally capable of being exercised.

3.4 The Licensee as part of the agreed privileges is required to produce a risk assessment and method statement for these tasks. The Licensor acknowledges that these have been produced to cover the work activities detailed in the licence privileges. The licensor cannot and does not accept any liability whatsoever for any unforeseen risks or risks which are not referred to in the risk assessment.

## **4 Licensee's Responsibilities**

4.1 The Licensee is:

4.1.1 to release the Licensor from any claim or other liability on the part of the Licensor (except where in the case of liability for death or personal injury this would be unlawful);

4.1.2 at the end of this Licence if required by the Licensor to do so to remove from the Property any works carried out in the exercise of the Privileges and restore the Property to a good state and condition to the satisfaction of the Licensor (failing which the Licensor may do this and charge the Licensee);

4.1.3 to comply with the Regulations and to ensure that they are observed by every person having access to the Property under the terms of this Licence;

4.1.4 to comply with all laws relating to the exercise of the Privileges;

4.1.5 to immediately make good to the satisfaction of the Licensor any damage caused to the Licensor's property arising either directly or indirectly from the exercise of the Privileges;

4.1.6 not to carry out any works at or come upon the Property other than

(a) at such times as may be approved by the Licensor and (if so required) under its supervision; and

(b) to the satisfaction of and in accordance with the methods of working approved by the Licensor.

## **5 End of Licence**

5.1 This Licence may be ended before the Licence End Date :

- 5.1.1 by the Licensor or the Licensee giving to the other written notice of not less than 7 days expiring at any time; or
  - 5.1.2 by the Licensor without notice in the event of an emergency; or
  - 5.1.3 by 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.
- 5.2 No compensation will be payable to the Licensee on the termination of this Licence.

**6 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 Licensor's Representative or as the Licensor may direct. 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 the following address: *George Sabaratnam, Chairman Sudbury Town Residents' Association, 16 Rugby Avenue, Sudbury, Middlesex, HA0 3DF*

**7 No Exclusive Possession or Easement**

For the avoidance of doubt, the parties to this Licence acknowledge that at no time during the period of this Licence will the Licensee enjoy the right to exclusive possession of the Property and this Licence confers no easement whatsoever.

**8 Third Party Rights**

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

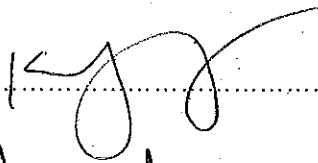
**9 Governing Law**

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

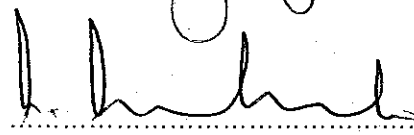
**10 Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).


Signed by Karen Hornby, Route Stakeholder Manager  
Duly authorised by Network Rail Infrastructure Limited

  
.....

Signed by George Sabaratnam  
entering into licence as Licensee

  
.....

Signed by Renu Kaul

  
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- 22 No light may be used on the Property in a way which might interfere with visibility of signalling or the vision of train crew.
- 23 Nothing must be done on the Property which would or might have an adverse effect on the natural drainage of the Property or any adjoining or adjacent land.
- 24 The Licensee must promptly notify the Licensor's Representative of any changes in the membership of the Group.