

THIS LICENCE is made the 4th day of February 2009 BETWEEN

SUSTRANS LIMITED whose registered office is at 2 Cathedral Square College Green Bristol BS1 5DD ("the Licensor") of the one part and BRISTOL CITY COUNCIL of the Council House College Green BS1 5TR ("the Licensee") of the other part

1. RECITALS

- 1.1 The Licensor owns land east of Station Road Ashley Hill Bristol registered with title number BL53609 ("the Land") shown edged red on the annexed plan ("the Plan") over part of which the Licensee wishes to construct a shared use path ("the Path") on land which includes the Land in accordance with drawings numbers DC0438-100-A DC 0438-150 DC0438-154 DC0438-156 and 14089/SK2A annexed to this Licence ("the Drawings")
- 1.2 The Licensor has agreed to grant a Licence to the Licensee to enable it to carry out work to construct and thereafter use the Path

2. GRANT OF LICENCE

In consideration of the Licencee's covenants contained in Clause 3 the Licensor grants to the Licensee:-

- 2.1 permission to construct the Path on part of the Land in accordance with the Drawings
- 2.2 subject to giving not less than 14 days notice in writing of the detail of the proposed works and method of working and to the approval of the Licensor thereto (except in case of emergency) (such approval not to be unreasonably withheld or delayed) permission to go onto any part of the Land owned by the Licensor which is not required for the Path to enable the Licensee to construct and maintain the Path and comply

with the covenants set out in Clause 3 the Licensee making good any damage caused as soon as practicable

- 2.3 Permission to use the Path as a shared cycle and pedestrian path together with vehicles used to construct and maintain it
- 2.4 permission to erect waymarks or notices on the Path the wording of such notices or waymarks to be first agreed between the parties (taking into account the house style of the Licensor

3. **AGREEMENTS BY THE LICENSEE**

The Licensee agrees with the Licensor:-

- 3.1 to construct the Path in a good and workmanlike manner and in accordance with the Drawings referred to in Clause 2.1
- 3.2 to obtain all necessary consents and approvals for the intended construction and use of the Path and to comply with the attached Method Statements MS001 MS002 Safety Plan dated 14th January 2009 and Method Statement - Laying Surfacing
- 3.3 to maintain the Path and other works (including any new or existing fencing on the Land) in a good state of repair
- 3.4 to indemnify the Licensor against all actions claims damages costs and expenses whatsoever ("the liabilities") arising:-
 - 3.4.1 from the design construction maintenance and use of the Path
 - 3.4.2 as a result of any failure by the Licensee to comply with the terms of the Demarcation Agreement dated 29th February 1996 and the Conveyance dated 24th March 1997 referred to in the Registers of title number BL53609 and to pay all costs charged under the terms of the Demarcation Agreement and any other costs incurred

3.4.3 from any failure by the Licensee to comply with any statutes or regulations which relate to the design construction use and maintenance of the Path

unless such liabilities have arisen as a result of any negligence by the Licensor and to insure with a reputable insurance company against public liability risks with a limit of indemnity of not less than £5,000,000 for any one event and to produce on request a copy of the policy and receipt for premiums due and paid

3.5 at the written request of the Licensor to enforce the terms of any construction contracts entered into by the Licensee in connection with the construction of the Path

4. **DECLARATIONS**

The parties declare:-

4.1 that nothing in this Licence shall be construed as granting to any person or body of persons any rights other than those expressly granted by this Licence or as granting any estate or interest in land

4.2 that this Licence may be determined :-

4.2.1 at any time by the Licensor giving to the Licensee three months' written notice at the Licensor's then current registered office address specified herein or as notified in writing by the Licensee to the Licensor

4.2.2 immediately by the Licensor if Network Rail serves notice on the Licensor requiring the construction work or use to be stopped

AS WITNESS the hands of the duly authorised agents of the parties on the date first above written

SIGNED by

SWAN OTTY

on behalf of SUSTRANS LIMITED

in the presence of



JESSICA HICKS.
2 ROZA ROAD, BRISTOL, BS7 8SP.

SIGNED by

CS KENNEDY

on behalf of

BRISTOL CITY COUNCIL

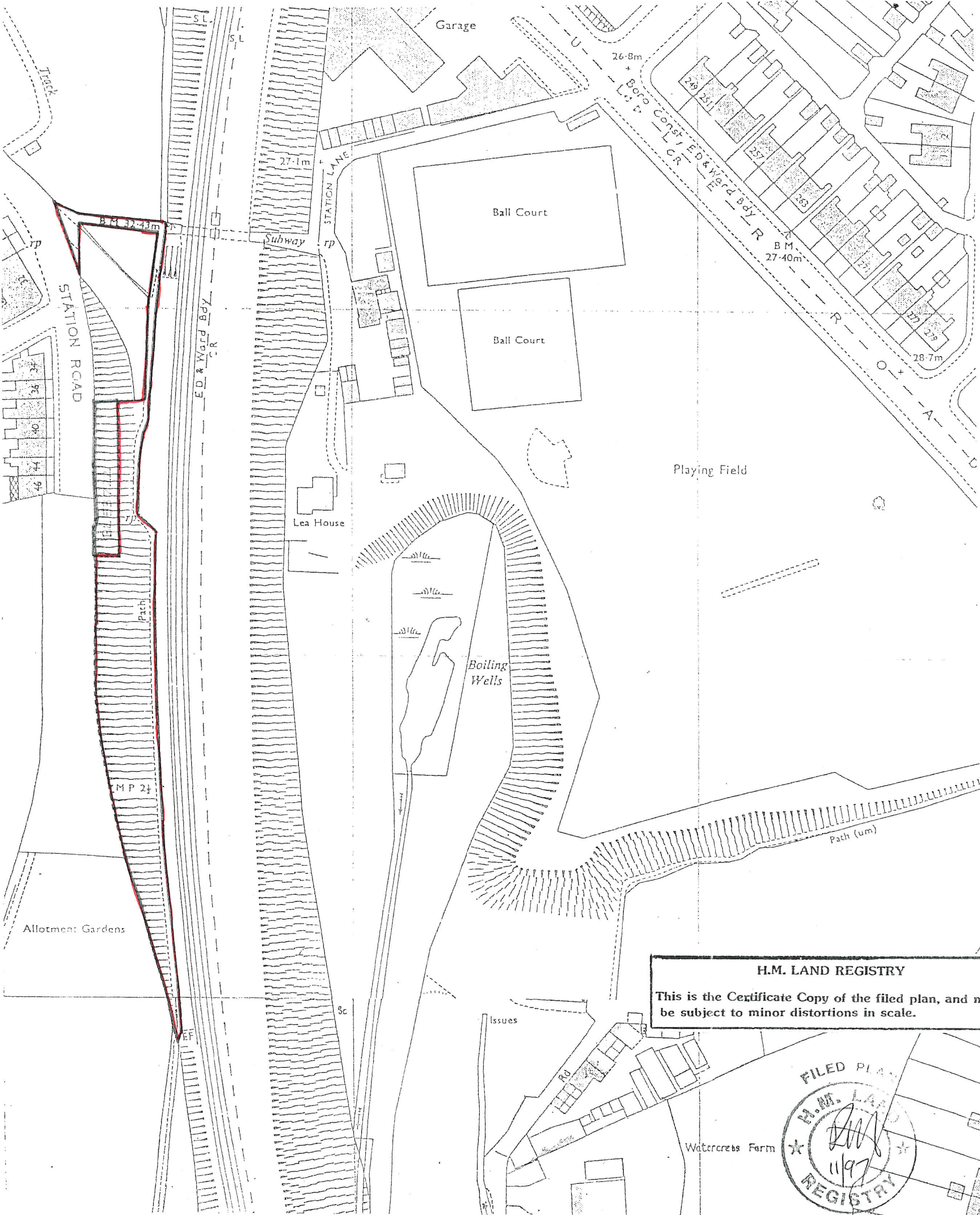
in the presence of



John Ray

H.M. LAND REGISTRY		TITLE NUMBER	
		BL 53609	
ORDNANCE SURVEY PLAN REFERENCE ©	COUNTY	SHEET	NATIONAL GRID
			ST 6075
Scale: 1/1250		ADMINISTRATIVE AREA CITY OF BRISTOL	
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