

**DATED**

24th March 2014

**LICENCE IN RESPECT OF  
LAND AT MARSHGATE LANE, LONDON BOROUGH OF NEWHAM**

between

**LONDON LEGACY DEVELOPMENT CORPORATION**

and

**NETWORK RAIL INFRASTRUCTURE LIMITED**

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THIS LICENCE is dated 24th March 2014

## PARTIES

- (1) LONDON LEGACY DEVELOPMENT CORPORATION of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (**Licensor**).
- (2) NETWORK RAIL INFRASTRUCTURE LIMITED incorporated and registered in England and Wales with company number 02904587 whose registered office is at Kings Place, 90 York Way, London N1 9AG (**Licensee**).

## AGREED TERMS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Former Property:** means the land demised by the Lease excluding the land demised by a lease dated 31 December 2013 and made between (1) the Licensee and (2) DB Schenker Rail (UK) Limited

**Lease:** a lease of part of the Licensee's Property dated 7<sup>th</sup> June 2007 made between (1) the Licensee and (2) English Welsh & Scottish Railway Limited

**Licence Fee:** a peppercorn.

**Licence Period:** the period from and including the date of this Licence until the date on which this licence is determined in accordance with clause 4.

**Licensee's Property:** the property at Bow Midland shown coloured green on Plan 2 and any other neighbouring or adjoining land owned by the Licensee that is reasonably capable of benefitting from the rights granted by this licence.

**Licensor's Property:** the property at and near Pudding Mill Lane and at and near Marshgate Lane and registered at HM Land Registry under the title numbers EGL533911, EGL560513, EGL562488 and EGL533914 and each and every part of it.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use or where applicable the Licensor's Works.

**Permitted Route:** the private roadway forming part of the Licensor's Property shown coloured light green on ~~the~~ Plan, or such other reasonably equivalent route as the Licensor shall reasonably direct in the event that access over the property shown

coloured light green on the Plan to the public highway in the southerly direction is not available.

**Permitted Use:** to pass and repass with or without vehicles licensed for the public highway only over and along the Permitted Route to and from the public highway to gain access to and egress from the Licensee's Property but not for any other purpose.

**Plan 1, Plan 2 and Plan 3:** the plan attached to this licence at Schedule 1 marked "Plan 1" and "Plan 2" and "Plan 3".

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

**Licensor's Works:** means the works set out in Schedule 3.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.10 Any obligation in this licence on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such an act or thing being done by a third party.
- 1.11 References to clauses are to the clauses of this licence.

- 1.12 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. LICENCE TO USE**

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee its employees contractors consultants tenants licensees and lawful visitors to use the Permitted Route for the Permitted Use for the Licence Period under the terms of this written licence in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the Licensee's use of the Permitted Route for the Permitted Use).

- 2.2 The Licensee acknowledges that:

- (a) the Licensee shall use the Permitted Route as a licensee and not as of right;
- (b) the Licensee shall use the Permitted Route as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence; and
- (c) the Licensor retains control, possession and management of the Permitted Route and the Licensee has no right to exclude the Licensor from the Permitted Route.

- 2.3 This licence is personal to the Licensor and the Licensee and neither of them may assign or otherwise transfer the benefit of it.

## **3. LICENSEE'S OBLIGATIONS**

The Licensee agrees and undertakes:

- (a) to pay to the Licensor the Licence Fee payable without any deduction if demanded
- (b) not to use the Permitted Route other than for the Permitted Use;
- (c) not to do or permit to be done on the Permitted Route anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- (d) not to cause or permit to be caused any damage to:
  - (i) the Licensor's Property or any neighbouring property; or
  - (ii) any property of the owners or occupiers of the Licensor's Property or any neighbouring property.
- (e) not to obstruct the Permitted Route or deposit any waste, rubbish, soil or other material on any part of the Licensor's Property or in any other way

interfere with, or disturb, the Licensor or any others authorised by the Licensor to use the Permitted Route;

- (f) not to authorise any other person to use the Permitted Route except the Licensee's employees, contractors, consultants, tenants licensees and lawful visitors;
- (g) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Licensor's Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Licensor's Property from time to time;
- (h) not to use the Permitted Route with vehicles other than those that are legally permitted to use publicly adopted highways and which comply with "TfL and Crossrail HGV Safety Standards" as attached at Schedule 2 and, as varied from time to time, and which must include the following as a minimum:
  - cyclist warning signs alerting cyclists to the damage of passing on the near side of goods vehicles;
  - pedestrian warning stickers;
  - flashing beacons;
  - Hi-VFis markings;
  - Rear fog lights;
  - Blind spot proximity sensors and warning devices;
  - Near-side CCTV or Fresnel lenses;
  - Retro-fitted side under-run guards;
  - Class VI mirrors;
- (i) To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from any breach of the Licensee's obligations contained in clauses 2 and 3.

#### 4. TERMINATION

4.1 This licence shall end on the earliest of:

- (a) The date upon which the land coloured light green on ~~the~~ <sup>①</sup> Plan is publicly adopted by the relevant highway authority; or
- (b) the Licensor giving notice to the Licensee to terminate this licence with immediate effect if the Licensee breaches any of the obligations contained in clause 3 and does not remedy such breach within twenty working days.

UCDC

4.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this licence.

## 5. NOTICES

5.1 Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or other communication as set out below:

- (a) to the Licensor at: Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ and marked for the attention of General Counsel; and
- (b) to the Licensee at: Kings Place, 90 York Way, London N1 9AG and marked for the attention of Legal Services,

or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

5.3 A notice or other communication required to be given under this licence shall not be validly given if sent by e-mail.

5.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 6. NO WARRANTY OF CONDITION

The Licensor gives no warranty that the Permitted Route is in a safe condition and fit for the uses specified in clause 2.

## **7. LIMITATION OF LICENSOR'S LIABILITY**

7.1 Subject to clause 7.33, the Licensor is not liable for:

- (a) the death of, or injury to, the Licensee or the Licensee's employees;
- (b) any damage to any property of the Licensee or, that of the Licensee's employees;
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees in the exercise or purported exercise of the rights granted by clause 2; or
- (d) any loss or damage suffered by the Licensee or the Licensee's as a result of any cause beyond the Licensor's control that prevents the Licensee from using the Permitted Route.

7.2 Subject to clause 7.33, the Licensor is not liable for any loss or damage suffered by the Licensee or the Licensee's as a result of any cause beyond the Licensor's control that prevents the Licensee from using the Permitted Route.

7.3 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **8. VAT**

8.1 All sums payable by the Licensee or Licensor are exclusive of any VAT that may be chargeable. The Licensee or Licensor shall pay VAT in respect of all taxable supplies made to it in connection with this licence on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

8.2 Every obligation on the Licensee or Licensor, under or in connection with this licence, to pay the Licensee, Licensor or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Licensee, Licensor or other person, except to the extent that the or Licensor, Licensor or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## **9. RIGHTS OF THIRD PARTIES**

A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.



**10. GOVERNING LAW AND JURISDICTION**

- 10.1 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.
- 10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

**11. LICENSOR'S WORKS**

- 11.1 The Licensor will carry out the Licensor's Works:
- (a) in a good and workmanlike manner and with good quality materials;
  - (b) to comply with:
    - (i) the Necessary Consents;
    - (ii) applicable law;
    - (iii) any requirements of statutory undertakers;
    - (iv) any requirements of the insurers of the Licensee's Property previously notified to the Licensor; and
    - (v) this Licence
  - (c) to the Licensee's reasonable satisfaction.
- 11.2 During such period as the Licensor requires in order to carry out the Licensor's Works, such period to be agreed by the Licensor and the Licensee acting reasonably
- (a) the Licensor may occupy the Former Property as licensee only for the purposes of complying with the Licensor's obligations in this Licence;
  - (b) the Licensor and the Licensee shall observe and perform (to the extent applicable and consistent with this Licence) their respective covenants and obligations, and the conditions, contained in the Lease (save covenants relating to payment of rent) so far as the covenants obligations and conditions pertain to the Former Property and only for so long as the Licensor occupies the Former Property; and
  - (c) the Licensee will be entitled to all remedies for recovering any monies or for breach of any covenant or other obligation (save covenants relating to payment of rent) as if the Lease were continuing, so far as the covenants obligations and conditions pertain to the Former Property and only for so long as the Licensor occupies the Former Property.

**12. LICENSOR'S PAYMENT**

12.1 On the date of this Licence the Licensor will pay to the Licensee the following:

(a) [REDACTED] [REDACTED] exclusive of VAT (if any) as a contribution to the cost of the kerbing and lighting for one side of the North Road; and

(b) [REDACTED] [REDACTED] exclusive of VAT (if any) as a contribution to the cost of erecting a fence between the Licensee's Property and the land demised by a lease dated 31 December 2013 and made between (1) the Licensee and (2) DB Schenker Rail (UK) Limited.

12.2 For the avoidance of doubt the Licensor will not make (and will not be required by the Licensee to make) any payments pursuant to the Lease in respect of the period 1<sup>st</sup> January 2014 onwards.

This licence has been entered into on the date stated at the beginning of it.

Signed by  
for and on behalf of LONDON  
LEGACY DEVELOPMENT  
CORPORATION



Authorised Signatory

Signed by  
for and on behalf of LONDON  
LEGACY DEVELOPMENT  
CORPORATION

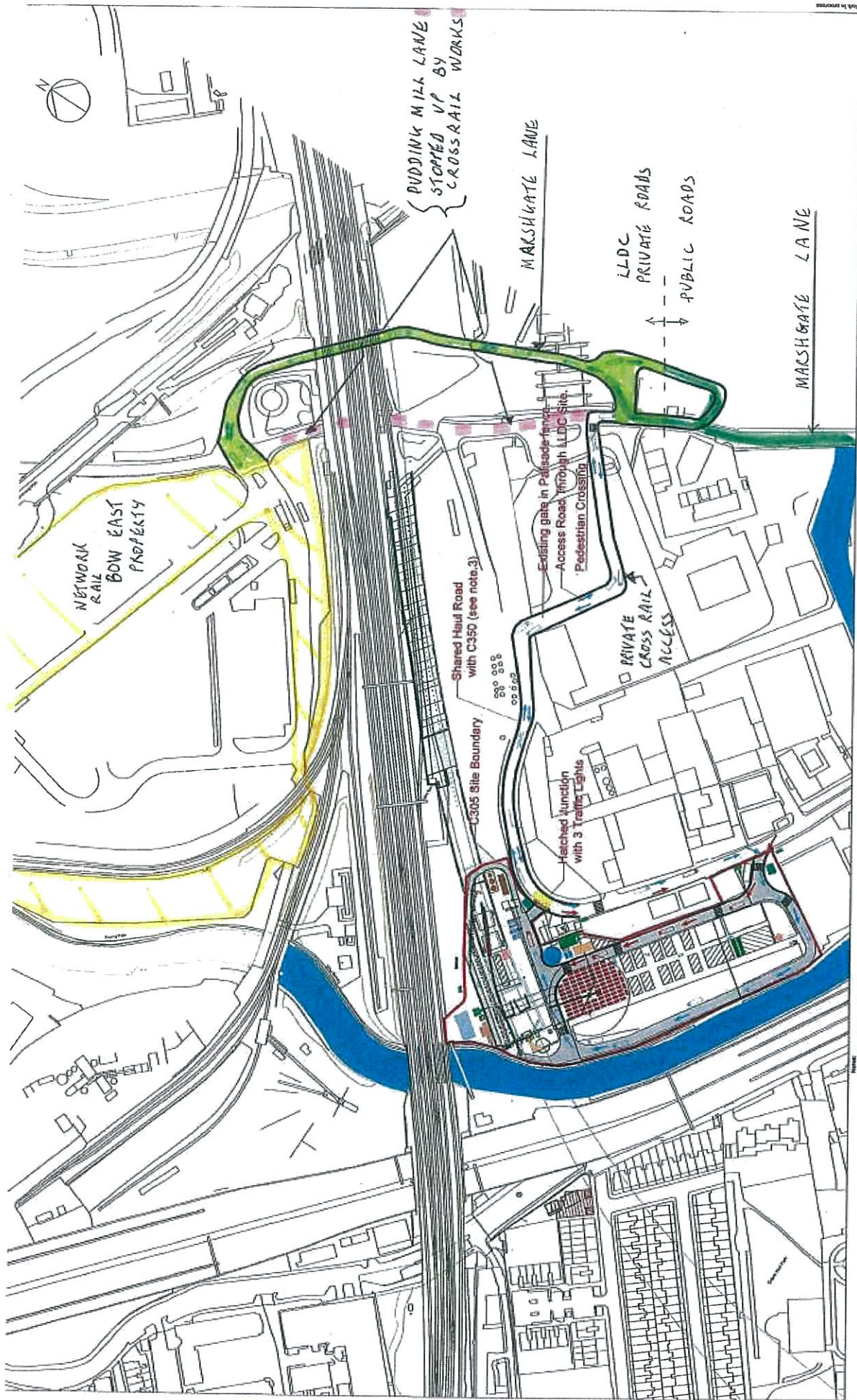


Authorised Signatory

Signed by  
for and on behalf of NETWORK RAIL  
INFRASTRUCTURE LIMITED

.....

Schedule 1  
The Plans



Work in progress

RESTRICTED

Scale: 1:500 @ A1

Project: Pudding Mill Lane  
 Location: Pudding Mill Lane Site  
 Drawing No: PML/01/01

Author: [Name]  
 Date: [Date]

Notes:  
 1. Red hatched indicates existing & proposed pedestrian crossings.  
 2. Red hatched indicates existing & proposed cycle crossings.  
 3. Shared haul road with C350 to form an internal junction to the LDCOM/10000

Legend:  
 - - - - - Proposed  
 - - - - - Existing  
 - - - - - Boundary

Scale: 1:500 @ A1





Centre of Main Window (E.N. 537574, 183330)

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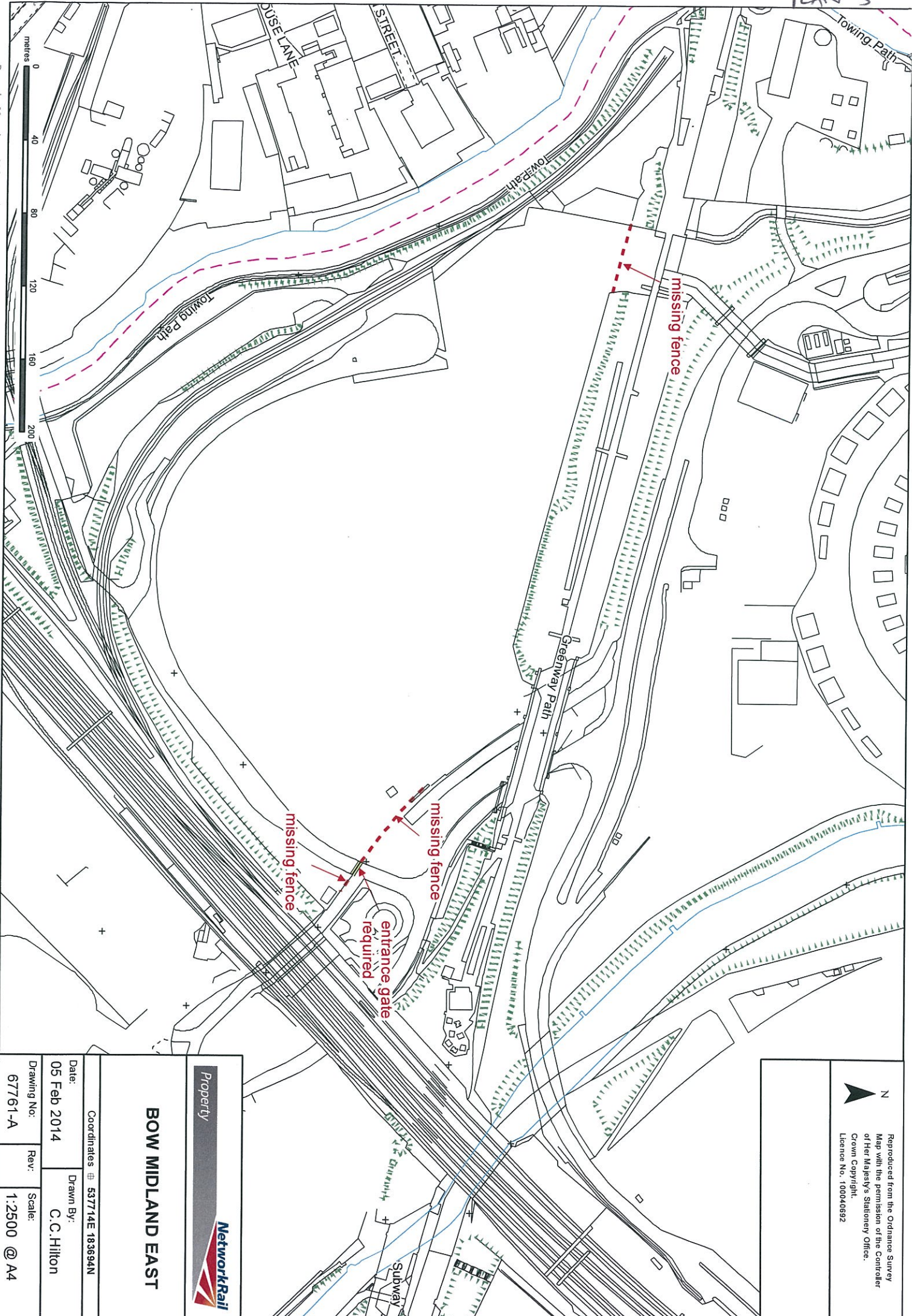
<b>BOW EAST</b>	
Plot Scale	1:2500
Plot Date	23/12/2013
 Network Rail	

Output Generated from the CI Portal - A3 Landscape





Bespoke Mapping - GPS - Land Surveys - Boundary Surveys - Measured Building Surveys - CAD - GIS Data Management - Contact Us At: Landinformation@Networkrail.co.uk



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**BOW MIDLAND EAST**

Coordinates # 537714E 183694N

Property		Network Rail	
Date:	05 Feb 2014	Drawn By:	C.C.Hilton
Drawing No:	67761-A	Rev:	1:2500 @ A4



## Schedule 2

### TfL and Crossrail HGV Safety Standards

Schedule 3  
Licensor's Works

1. Erect a temporary Heras type fence, along the boundaries shown with a red dashed line on Plan 3 with a permanent new 2.4 metre high Weld Mesh fence to be erected along the same boundary by 4 April 2014.
2. Erect a double gate which is 2.4 metre high and made of Weld Mesh an entrance gate shown tinted yellow on Plan 3 by 4 April 2014.
3. Provide a CCTV report showing the drains have been cleaned.
4. Subject to the Licensee completing the required applications, pay all the connection fees for the connection of all services/ utilities to the site.



# Crossrail Vehicle Safety Kit Supplementary Guidance

This publication further explains the requirements of the Works Information and covers Vans (<3.5 T) and Heavy Goods Vehicles (HGVs).

For further information contact:

Mick Heduan

Crossrail Logistics

Tel: 020 3197 5631

[michaelheduan@crossrail.co.uk](mailto:michaelheduan@crossrail.co.uk)



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2. Stickers, Signs and Decals
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# Mirrors and Visual Aids















						
Small Lorries 3.5 to 7.5 T	Medium to Large Lorries > 7.5 T	Concrete Mixer	2/3 Axle Rigid	Grab or Skip Lorry	4 or Multi Axle Tipper	Articulated Low Loaders

Item	Location	Vans <3.5T	Purpose	WI Ref
 Class IV mirror*	Front nearside	✗	Improve visibility of blind spot	26.14.7
 Class V mirror*	Front nearside	✗	Improve visibility of blind spot	26.14.7
 Class VI mirror	Front of cab	✗	Improve visibility of front blind spot	26.14.7
 Rear view mirror	In cab (If applicable)		Improve rear visibility	26.14.3
 Front Camera System	Front of cab	✗	Improve visibility of front blind spot <b>Alternative</b> to fitting Class VI mirror see EU 2003/97 & 2005/27	N/A
 Fresnel Lens	Side Window	✗	Front blind spot visibility additional visual aid	26.14.8
 Side Camera System*	Front mounted	✗	<b>Alternative</b> to fitting a Fresnel Lens	N/A

\* When the vehicle is left hand driver these items should be fitted  
be fitted to the off-side of the vehicle.
















- Small Lorries**  
 3.5 to 7.5 T
- Medium to Large Lorries**  
 > 7.5 T
- Concrete Mixer**
- 2/3 Axle Rigid**
- Grab or Skip Lorry**
- 4 or Multi Axle Tipper**
- Articulated Low Loaders**

## HGVs

Item	Location	Vans <3.5T	Purpose	WI Ref
	Rear nearside		Improve awareness of risks	26.14.9
	Near side only		Improve awareness of risks	26.14.9
	In the cab		Reminder to the driver	26.14.3
	In the cab		Reminder to the driver	26.14.3
	In the cab		Reminder to the driver	26.14.3
	In the cab		Reminder to driver not to overload	26.14.3
	Rear / Sides		Increase the visibility of the vehicles	26.14.3








- ✓
- ✓
- ✓
- ✓
- ✓
- ✓
- ✓

- Small Lorries  
3.5 to 7.5 T
- Medium to Large  
Lorries > 7.5 T
- Concrete  
Mixer
- 2/3 Axle  
Rigid
- Grab or Skip  
Lorry
- 4 or Multi Axle  
Tipper
- Articulated Low  
Loaders






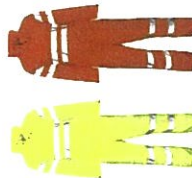

Item	Location	Vans <3.5T	Purpose	WI Ref
	Rear of vehicle	✓	Improve visibility	26.14.3
	Top of cab	? 	Improve visibility in zone 1 & 2 [contractor's risks assessment required for vehicles not entering zone 1 or 2]	26.14.3
	Front & rear of the vehicle	✓ 	Improve visibility	26.14.3
	Stored in the cab	✓ 	To replace faulty bulbs	26.14.3
	Stored in the cab	✓ 	For when breakdowns occur	26.14.3
	Secured in the cab	✓ 	To extinguish a fire	26.14.3
	Fitted to each seat	✓ 	To protect driver & passengers	26.14.3
	On any window	✓ 	To maximise drivers visibility	26.14.3



# Outside the Vehicle and ABS

						
Small Lorries 3.5 to 7.5 T	Medium to Large Lorries > 7.5 T	Concrete Mixer	2/3 Axle Rigid	Grab or Skip Lorry	4 or Multi Axle Tipper	Articulated Low Loaders

## HGVs

Item	Location	Vans <3.5T	Purpose	WI Ref
	Nearside step or wheel arch area	✗	Detection of cyclists or pedestrians	26.14.11
	Fitted both sides	✗	Prevent a cyclist going under wheels	26.14.10
 (can incorporate sensors and or a camera)	Rear of the vehicle		To warn of the vehicle reversing	26.14.3
	Nearside of vehicle	✗	To warn of a vehicle turning left	26.14.11
 (see Principal Contractor site rules)	Driver PPE		Personal protection and visibility	Works Information Volume 2B General Requirements

**\* When the vehicle is left hand driver these items should be fitted  
be fitted to the off-side of the vehicle.**

# At-a-Glance

