

LICENCE
PURSUANT TO s72 ROAD TRAFFIC REGULATION ACT 1984

WEST BERKSHIRE DISTRICT COUNCIL

and

STRATFIELD MORTIMER PARISH COUNCIL

WBC File ref: [X]

LICENCE pursuant to s72 Road Traffic Regulation Act 1984

Dated this 31st day of August 2022

BETWEEN (1) WEST BERKSHIRE DISTRICT COUNCIL of Market Street, Newbury, RG14 5LD ("the Council") and **(2) STRATFIELD MORTIMER PARISH COUNCIL** of Parish Council Office, 27 Victoria Road, Mortimer, RG7 3SH ("the Licensee")

WHEREAS

- (1) The Council is the Highway Authority for the district of West Berkshire ("the District").
- (2) The Licensee wishes to enter into a Licence with the Council for the purposes of providing on or near any highway for motorised vehicular use (other than a footpath or bridleway) within the District ("Highway") a traffic sign or signs indicating a warning of the existence of any danger and associated equipment, collectively known as Traffic Management Equipment ("TME" which phrase shall refer to a single TME or multiple TMEs as the context requires).
- (3) The Council has a "Policy and Guidance for Parish and Town Councils considering purchasing Traffic Management Equipment (TME)" ("the Policy") and the Licensee acknowledges receipt of a copy of the version current at the date of this Licence. Amongst other things the Policy sets procedures for agreeing, and guidance in respect of, locations for the siting of the TME ("Location").
- (4) The Council is satisfied pursuant to s72 Road Traffic Regulation Act 1984 that the TME will be used for the purposes of warning of the existence of a hazard such as excessive speed and further that pursuant to s2 of the Local Government Act 2000 that the presence of the TME at a Location on or near a Highway is likely to promote the economic social and environmental wellbeing of West Berkshire residents.
- (5) The Council hereby grants to the Licensee and the Licensee hereby agrees to a Licence pursuant to s72 Road Traffic Regulation Act 1984, s2 Local Government Act 2000, s111 Local Government Act 1972 and all other enabling powers.

NOW THIS LICENCE WITNESSES AS FOLLOWS:

- 1 This Licence is personal to the Licensee and its successors and shall not be assigned to any third party.
- 2 The Licensee warrants that it owns or has exclusive control of the TME for the purposes of this License and will meet any operating or maintenance costs associated with the TME and/or any costs of repair or replacement if the TME is damaged or stolen.
- 3 The Licensee shall abide by the provisions of the Policy (or any subsequent version that has been notified to it) and deploy the TME in accordance with its provisions.
- 4 In particular the Licensee shall seek agreement from the Council to each and every Location for deploying the TME in accordance with the Policy and this Licence. The Licensee shall only deploy the TME at such a Location when written approval has been received from the Council.
- 5 The Licensee shall ensure that any operation involved in siting the TME at a Location or in moving the TME from one Location to another complies with all necessary signing and guarding measures (for example the provision of barriers, lamps, traffic signs) and relevant safety measures (including the wearing of personal protective clothing and safety equipment at all times).
- 6 The Licensee shall be responsible for ensuring the training, and health and safety, of any person engaged on its behalf to carry out any works or operations under this Licence.
- 7 The Licensee shall be responsible for ensuring that the installation use and maintenance of the TME complies with all relevant existing and future United Kingdom legislation so long as the TME remains on a Highway.
- 8 The Licensee hereby indemnifies the Council in respect of all reasonable actions demands expenses and proceedings arising out of or in connection with or incidental to the placing or presence of the TME on a Highway in respect of the Licensee's legal liability arising out of this Licence.
- 9 The Licensee shall without prejudice to its liability to indemnify the Council be insured against public liability risks for a sum of at least five million pounds (£5m) in respect of any one claim and shall ensure that any person carrying out installation repair or maintenance work to remove or replace the TME or move the TME from one Location to another is similarly insured.
- 10 The Licensee shall upon the reasonable request of the Council produce its relevant policies of insurance together with receipts for the premiums paid.
- 11 Should the Highway at a Location cease to be a Highway then the TME shall be removed forthwith at the expense of the Licensee and to the satisfaction of the Council.

12 Should the TME in the opinion of the Council cause an obstruction to users of the Highway then the Council reserves its right to serve the appropriate notice under the Highways Act 1980 requiring removal of the obstruction.

13 This Licence shall be terminable by either party upon three months written notice being given to the other party at their address recorded in this Licence.

14 The Council may withdraw this Licence on giving fourteen days' notice in writing to the Licensee if:

- (i) the Licensee fails to comply with any of the conditions specified in this Licence or with the Policy; or
- (ii) the Licensee ceases to use or has abandoned the TME or gives an indication that it intends to do so; or
- (iii) the Council considers the withdrawal necessary for the purpose of the exercise of its powers and duties as Highways Authority.

15 Where the Licence is withdrawn or surrendered the Council may:

- (i) remove the TME to which the Licence relates and reinstate the Highway and may recover from the Licensee the expenses incurred by them in so doing; or
- (ii) if satisfied that the Licensee can do so, within such reasonable time as the Council may specify, authorise the Licensee at its expense to remove the TME and reinstate the Highway (for the avoidance of doubt a further specific Licence would be required for such works).

IN WITNESS WHEREOF the Parties have executed this Agreement as a Deed the day and year before written

EXECUTED AS A DEED by affixing the Common Seal of **WEST BERKSHIRE DISTRICT COUNCIL** and authenticated by:


Authorised Signatory



~~EXECUTED AS A DEED~~ by affixing the Common Seal of ~~STRATFIELD MORTIMER PARISH COUNCIL~~ and authenticated by:

~~Authorised Signatory~~

EXECUTED AS A DEED by two councillors signing)
on behalf of the Council, and witnessed by the Proper)
Officer:)

Authorised Signatory M. D. Dennett

Authorised Signatory D. S. Kelly

Witnessed by W. O. Hannon

