

COUNTERPART

LICENCE

LIC-2

AN AGREEMENT made the *Fifth* day of *August* one thousand nine hundred and *ninety six* BETWEEN THE BRITISH RAILWAYS BOARD (hereinafter called "the Board") by ALAN GEOFFREY PETT their duly authorised Agent on behalf of the one part and the Receiver for the Metropolitan Police District incorporated by the Metropolitan Police (Receiver) Act 1861 whose registered office is situate at New Scotland Yard Broadway London SW1H OBG (hereinafter called the "Licensee") by *DAVID JOHN WILLIS* their duly authorised Agent on behalf of the Licensee of the other part WHEREBY it is agreed that the Board will permit the Licensee on and from the fifth day of August one thousand nine hundred and ninety six to enjoy the privileges hereinafter described upon the terms and conditions hereinafter contained:

Particulars of the said privileges	
Situation	Description
British Transport Police Training Centre at Tadworth in the County of Surrey	Radio Tower containing 1 x 4 stacked UHF centre fed dipole plus 2 x GPS antennae and associated Telecommunications equipment

1. The Licensee hereby agrees with the Board as follows:-

- (i) To pay to the Board the yearly sum of four thousand pounds (£4000.00) plus Value Added Tax payable annually in advance on the fifth day of August one thousand nine hundred and ninety six in each year the first payment or proportionate payment to become due and to be paid on the fifth day of August one thousand nine hundred and ninety six.
- (ii) To indemnify the Board from and against all liability to any other person (including the Board's employees and agents) for loss of or damage to property (except insofar as economic or consequential loss may in law be deemed to be loss of or damage to property) and the cost and expense of any such claim however caused or incurred which would not have arisen but for the grant of this agreement or the exercise of any of the rights herein contained except where caused by the act or neglect of the Board whether under this agreement or otherwise howsoever arising.

PROVIDED THAT

- (a) the Board shall promptly notify the Licensee in writing on receipt or intimation of any such claim and give the Licensee all reasonable assistance to enable the Licensee to defend such claim to the best of his ability and
- (b) the Board shall not accept settle compromise or otherwise commit the Board or the Licensee in any way relative to any claim in respect of such liability without the prior consent in writing of the Licensee and
- (c) the Board shall allow the Licensee to take over the conduct of the defence to any such claim to use the name of the Board in connection therewith and to accept settle compromise or otherwise deal with such claim as it shall see fit subject only to notifying the Board of the occurrence and relevant terms thereof
- (d) the Licensee's liability under this provision shall not exceed £5 million pounds per incident and to the sum of £50 million in respect of the aggregate of such incidents.

(iii) To pay to the Board Value Added Tax (if applicable) in respect of any payment made by or taxable supply received by the Licensee under the terms of or in connection with this Licence.

2. The Board shall not be responsible for any damage or injury which may happen or to be caused to the equipment not for any interference with the user thereof howsoever caused PROVIDED ALWAYS that

- (a) as soon as practicable the Board shall give the Licensee notice in writing of any operations which they intend to carry out which may affect the user of the equipment
- (b) if the Board negligent or wilfully damage the equipment they shall promptly repay to the Licensee the cost of making good such damage save that the Board shall not be responsible for any loss (including economic and/or consequential loss) sustained by the Licensee arising out of such damage caused by the negligence (but not wilful act or omission) of the Board.

3. This agreement may be determined by either party giving to the other six months notice in writing, expiring at any time, following the second anniversary of this Licence and such notice, if given by the Board, may be sent by post to the Company Secretary of the Licensee at the Licensee's registered office or abode and prior to termination the equipment and services thereto shall be removed and the Board's premises shall be restored to a good state and condition by and at the expense of the Licensee to the reasonable satisfaction of the Property Director (London) of the Board (hereinafter called "the Surveyor") and in case of default the Board may carry out the work and recover the cost thereof from the Licensee.

4. All notices which under the terms hereof are required to be given to the Board shall be deemed to be effectively served if addressed to the Board and served upon the Surveyor at his office at 1 Eversholt Street London NW1 2DD.
5. This Agreement shall be subject to the conditions set forth in the Schedule hereto.
6. The Licensee shall on the execution hereof pay the sum of two hundred pounds (£200.00) plus Value Added Tax (if applicable) in respect of the cost of preparing this Agreement and a Counterpart thereof.

AS WITNESS the hands of the said ALAN GEOFFREY PETT  
 and DAVID JOHN WILLIS  
 for and on behalf of the Licensee the day and year first before written.

SIGNED by the said David John Willis  
 For and on behalf of the Receiver for the  
 Metropolitan Police District

~~..... for  
 THE RECEIVER FOR THE METROPOLITAN  
 POLICE DISTRICT,  
 NEW SCOTLAND YARD,  
 BROADWAY,  
 LONDON, S.W.1.~~

In the presence of  
 Witness Michael John Duffield  
 Address Cobalt Square  
1 South Lambeth Road, SW8, 1SU  
 Occupation Estate Surveyor

## SCHEDULE

1. The Licensee shall maintain the Equipment to the reasonable satisfaction of the Board's Engineer (hereinafter called "the Engineer").
2. The Licensee shall upon receipt of 28 days' notice in writing from the Board to do so carry out such alterations or diversions to the Equipment as may be necessary in the reasonable opinion of the Engineer for any repair renewal reconstruction or alteration of the Board's land and works.
3. The Licensee shall in case of damage to the Equipment give notice as soon as reasonably practicable to the person in charge of the Station Depot or Office of the Board which is nearest to the said relay mast and thereafter as soon as reasonably practicable commence and complete all necessary repairs.
4. The Licensee shall before proceeding with the maintenance repair renewal alteration or removal of the Equipment give the Engineer due notification of his intention to carry out any works and such work shall only be proceeded with (except in case of emergency) except where minor repairs and alterations are concerned, at such items as the Engineer may approve and prior to entering the Board's property to inform the Superintendent in Charge of the BT Police Training Centre.
5. The Licensee shall at his own cost under the supervision and to the satisfaction of the Engineer and in accordance with such a method of procedure and at such times as he may direct carry out the works which the Licensee is hereby authorised or obliged to carry out at the like cost and to the like satisfaction shall make good any damage thereby caused to the Board's property and in the event of the Licensee failing to carry out any works which he is hereby obliged to carry out or to make good any such damage the Board shall after giving 28 days notice in writing (except in cases of emergency) be at liberty to do so and the reasonable and proper cost or expense (as certified by the Engineer) incurred by them in so doing shall be repaid by the Licensee to the Board on demand.
6. The Licensee shall repay to the Board the reasonable and proper amount of any losses costs or expenses (as certified by the Engineer) which the Board may pay or incur during and

consequent upon the carrying out of any of the work which the Licensee is hereby or authorised to carry out.

7. The Licensee shall pay any additional and future rates taxes duties charges or assessments imposed or charged upon the said mast and equipment by reason of the presence of the Equipment or upon the Board or the Licensee in respect thereof.
8. The receipt of the annual acknowledgement on the part of the Board shall in itself not be and shall not be deemed to be a waiver of any of the covenants provisos or conditions herein contained and on the part of the Licensee to be observed and performed.
9. The Licensee shall not apply cathodic protection to the Equipment without first obtaining the Board's prior written approval such approval not to be unreasonably withheld or delayed.
10. The Licensee shall pay any costs incurred in any alterations or adjustments to the Equipment occasioned by lightning strikes or reasonable requests by the Board regarding installation standards after installation.
11. The Licensee shall agree to liaise and co-operate with the Board and any of the site users when investigations are taking place on interference and shall use his best endeavours to remove the source of any interference which the Licensee and the Board agree comes from the equipment and if the interference cannot be removed then the Licensee shall switch off the part of the equipment which is causing the interference.
12. The Board reserve the right in an emergency to switch off the Equipment when there is good and substantial evidence which gives proper reason to suspect it is the cause of any radio interference within the site.
13. The Licensee shall provide the Board with an emergency telephone number (New Scotland Yard 0171-230 1212) so that the Licensee can be informed of any plant mains supply interruptions and to call out an Engineer when necessary.
14. Save as herein provided the Board shall not move interfere or tamper with the Equipment nor authorise any other person to move interfere or tamper with the same.

15. It is hereby agreed:-
- (a) For the avoidance of doubt it is hereby declared that the Equipment is to be treated as tenant's or trade fixtures and not landlord's fixtures and the Licensee shall be entitled to remove the same as herein provided.
  - (b) No variation of this agreement shall have effect unless it is in writing and signed by a duly authorised representative of each party hereto.
  - (c) In the event that this Agreement is determined for any reason other than on the anniversary of this Licence in any year then a due proportion of the licence fee and the service charge paid in advance shall be repaid to the Licensee.
16. It is hereby agreed and declared that in the event the Board supplies a VAT invoice in respect of the same the Licensee shall pay in addition to the licence fee specified therein such sum of Value Added Tax as is appropriate thereto and as specified in the said VAT invoice.
17. The Licensee to make his own arrangements regarding supply of electricity to the site.
18. The Board reserves the right to attach telecommunication equipment for the use of the British Transport Police only to the Radio Tower subject to approval by the Licensee such approval not to be unreasonably withheld.
19. The Licensee may attach additional equipment to the Tower, subject to obtaining prior approval from the Board, such approval not to be unreasonably withheld.
20. The Board may withhold any approval required in Clause 19 if the attachment of additional equipment would prejudice the Board's rights in Clause 18 and these rights are expected to be exercised within 6 months of the Licensee seeking approval under Clause 19.
21. The Licensee shall not attach any further Telecommunication equipment than as described in the Description contained above.
22. The Licensee shall without delay at his own expense obtain from the local planning authority detailed planning permission in the joint names of the Board and the Licensee and in a form

acceptable to the Board and the Licensee for the Building Works and shall from time to time after the date of this Agreement and at the like expense without delay apply for and use its best endeavours to obtain any further or other necessary planning permission or amendment to any planning permission and Building Regulations consent or any other approval or consent for the construction maintenance and user of the Building Works and shall supply the Board with such reasonable evidence as they may require that such permission or amendment and approval or consent have been duly obtained.

23. The Licensee hereunder being the Receiver for the Metropolitan Police District he shall be entitled to avail himself of any Crown Privilege or exemption including non-compliance with all planning legislation and in that respect he shall not be obliged to join with the Board in objecting to any notice or objection but in any such case he shall indemnify the Board in respect of any loss arising through any non-compliance or non-observance of any such requirement.

  
5/8/96