

Community Licence Agreement

At Stoneleigh Railway Station

Licence reference: N/A

Date of Licence: 15th January 2024

The Parties to this licence

We are **Network Rail Infrastructure Limited** (company no. 2904587) registered office *Waterloo General Office, London, SE1 8SW*

You are **Epsom & Ewell Borough Council** of Town Hall, The Parade, Epsom, Surrey, KT18 5BY and you are entering into the licence to enable the members of the local community to undertake the Activities permitted by this licence]

If more than one person is the licensee under this licence, then each of you is required individually to comply with all of the licensee's obligations in this licence such that your obligations are owed to us jointly and severally.


Pre-Activity checklist

[This checklist is to ensure that all necessary items are in place before the Activity can safely start]

Item	Confirmation date
All Network Rail approvals for the Scheme have been obtained	Yes
The risk assessment has been completed	
All Volunteers have signed the register and provided their details	
The Route clearance certificate has been obtained	Yes
Works Record has been completed	Yes

Defined words used in this licence

The terms in the first column are listed in the order in which they appear in the next section, which contains the obligations and requirements of the parties

<p>Area</p>	<p>This is the part of our property that we allow you to enter and use for the Activity as indicated in edged purple area</p> 
<p>Activity</p>	<p>You may use the Area in order to create and thereafter tend and maintain a community garden.</p> <p>The Activity is described in more detail in the documents comprising the Scheme (see below)</p> <p>The Activity falls within Categories B of the list below and the obligations and requirements of Part 2 applicable to that or those Categories apply</p> <p><u>Category B - Maintenance</u></p> <p>General maintenance or upkeep of a garden area by cutting back weeds, picking litter and looking after wildflowers.</p> <p>Maintenance of disused platforms including general vegetation</p> <p>Litter picking (e.g. from redundant line or from NR land that is outside the station lease)</p>

OFFICIAL

Scheme	The scheme will establish a community garden with raised planters next to Stoneleigh Railway Station. Community Volunteers will manage the planting and maintenance of the community garden.
Start Date	To be confirmed
End Date	To be confirmed This does not prevent either of us from serving a notice on the other terminating this licence earlier than the above date under clause 14 of Part 1
Safety Pack	The Network Rail documents described as 'Safety Pack for Community Rail Schemes'
Volunteers	Firstly, those persons listed in section 4 of the Safety Pack and who are thereby initially allowed to take part in the Activity Secondly, those persons participating in the Activity after the Start Date of this licence after clause 5 of Part 1 has been complied with
Works Record	A co-operative written record of any physical changes intended to be made to the Area as part of the Scheme, including any necessary procedures for implementing the changes and the dates when the changes have been made, and any other matters that the Community Rail Lead requires
Group Lead	Victoria Potts Email – VPotts@epsom-ewell.gov.uk Phone - 07872060891
Community Rail Lead	Jack Wharton Email - jack.wharton@networkrail.co.uk Phone - 07716 095282

Obligations and requirements of the Parties

Part 1 – Applicable to all Activities

1 Safety

- 1.1 We do not allow any Activity or access to the Area to take place until this licence has been signed and dated and all items on the Pre-activity checklist are confirmed. [State date is 1 May 2023, does the Activity already take place?]
- 1.2 Before taking part in any Activity, you and all Volunteers must have:
- (a) completed the Risk Assessment in section 1 of the Safety Pack and confirmed that they have understood it;
 - (b) familiarised themselves with and confirmed that they have understood the Safety Briefing in section 3 of the Safety Pack; and
 - (c) signed the register in section 4 of the Safety Pack.
- 1.3 We will inform each other in writing if either of us considers that the risks in undertaking the Activity or any aspect of it change during this licence. If this occurs, we will review the Risk Assessment together and, if necessary, produce between us a revised Risk Assessment. All Volunteers must then follow the steps set out in clause 1.2 of Part 1 in relation to the revised Risk Assessment.
- 1.4 Before starting any Activity, you must provide written confirmation to us that you have obtained all Hi-Vis clothing required for the Activity.

2 Community Rail Lead and Group Lead

- 2.1 Your contact with us for matters arising in connection with this licence is the person specified as the Community Rail Lead in the defined words part of this licence.
- 2.2 Our contact with you for matters arising in connection with this licence is the person specified as the Group Lead in the defined words part of this licence.
- 2.3 The Community Rail Lead is entitled to issue instructions and advice to you on our behalf about the conduct of the Activity.
- 2.4 The Group Lead is responsible for communication with the Volunteers and for supervising Volunteers with the objective that they act and behave as required by this licence.
- 2.5 Each of us must always have a person who is the Community Rail Lead and the Group Lead for the purpose of this licence.
- 2.6 We can replace the Community Rail Lead and (subject to clause 2.7 of Part 1) you can replace the Group Lead at any time. If we do this, we will each inform the other in writing of the replacement and their details as soon as possible.
- 2.7 The Group Lead cannot be replaced under clause 2.6 of Part 1 if they are the only person named as the licensee.

3 Permission for the Activity

- 3.1 This licence gives permission to you and to permitted Volunteers and to no-one else.
- 3.2 You must not share the use of the Area with any other person or allow any other person to enter onto or to use it.
- 3.3 We give you permission to use the Area for the Activity during the hours of daylight as the Community Rail Lead informs the Group Lead in writing (these are the **permitted hours**).
- 3.4 This permission applies during the permitted hours between the Start Date and the End Date. You must not enter our land outside the permitted hours or after the End Date.
- 3.5 You may bring the items specifically identified in the Scheme onto the Area as part of this permission. But you must, on a daily basis, take away all loose items when you leave the Area and not leave any loose items on the Area or on our land.
- 3.6 We can require you to remove anything that you bring or put onto the Area that is not in accordance with the Scheme. If you do not do so, we can remove it.
- 3.7 We retain control and management of the Area at all times.
- 3.8 This licence ends on the End Date or on an earlier date referred to in a notice to terminate given under clause 14 of Part 1 in the manner required by clause 15 of Part 1.

4 Access and parking (if any)

- 4.1 The means of access to and exit from the Area are specified in documents that form part of the Scheme. You must only use these means to get to and from the Area. You must not park on or obstruct the access to the Area.
- 4.2 You can use any parking areas specified in the documents that form part of the Scheme to park during the permitted hours and to unload materials. You must comply with any instructions about parking that we give you.
- 4.3 Site-specific access and parking arrangements are set out in the Extra Provisions in Part 3. You must comply with these.
- 4.4 We can change access and parking arrangements at any time by informing the Group Lead in writing.

5 Volunteers

- 5.1 We have agreed that the Volunteers listed or referred to in the defined words part of this licence may take part in the Activity from the date of this licence.
- 5.2 In addition to the initial Volunteers, you may subsequently allow other people to volunteer and take part in the Activity. You must, however, obtain our written permission before allowing anyone aged 16 or under to be a Volunteer and you must supervise any such people entering our land at all times.

- 5.3 You must provide us in writing with the names of all those who become Volunteers under clause 5 of Part 1, and ensure that they comply with clause 1.2 of Part 1, before they are allowed to enter our land.
- 5.4 You are responsible for supervising the Volunteers and you must satisfy yourself that they are suitable and appropriate to take part in the activities before accepting them as Volunteers.
- 5.5 We may expel or refuse entry to any Volunteer who we consider is behaving or has behaved in an inappropriate manner.
- 5.6 If you are an unincorporated or incorporated entity, all Volunteers must be bona fide members of that entity or closely-related to a bona-fide member.

6 General requirements

- 6.1 In using the Area, you must keep it clean and tidy in relation to your Activity.
- 6.2 You must comply with all laws and requirements of public bodies affecting your use of the Area, the access and the parking specified in clause 4 of Part 1.
- 6.3 All Activity is to be done under our general supervision. You must comply with any directions given to you by the Community Rail Lead at all times.
- 6.4 The Community Rail Lead and the Group Lead will update the Works Record in a manner agreed between them and ensure that each has access to it.

7 General prohibitions

- 7.1 You must not use the Area for any purpose other than the Scheme.
- 7.2 You must not use any part of our land other than the Area and (if applicable) the access and parking area.
- 7.3 You can only use the Area during the permitted hours.
- 7.4 You must ensure that you do not cause any damage to the Area or to any of our land. If you do cause any damage, you must provide all reasonable assistance and co-operation that we reasonably require in order to make good the damage and minimise any interference with the operation of the railway.
- 7.5 You must not do anything that might cause nuisance, damage or annoyance to us or to others using our land or neighbouring land.
- 7.6 You must not obstruct the use of the Area, access, parking or other parts of our land by others permitted to use them.
- 7.7 You must not:
 - (a) use any power tools, unless we give you express written permission to do so; or
 - (b) put any items within 1 metre of the operational railway; or
 - (c) bring dogs or other animals with you; or

- (d) allow paint, chemicals or other deleterious substances to come into contact with the operational railway; or
- (e) bring any acetylene, liquid petroleum gas or any other explosive, combustible or dangerous substance with you; or
- (f) display any lights or illuminations that might cause confusion with signals on the railway or affect train crew's vision and if you do, you must remove them immediately on our request.

8 Insurance

8.1 You must not do or omit to do anything that has the effect of making any insurance policy for our property or liability void or voidable or that increases the insurance premium payable.

8.2 You must comply with any recommendations and requirements of the insurers of our property or liability of which you have been informed in writing.

8.3

- (a) We will arrange public liability insurance in respect of the Activity.
- (b) If anything you do on our land gives rise to a claim under our public liability policy, you acknowledge responsibility for payment of the third party property damage excess (if any) under that policy (the personal injury excess is nil in any event).
- (c) Unless we inform you to the contrary before or during this licence, the third party property damage excess is nil.

8.4 We do not maintain any employer's liability or personal accident insurance on your behalf or for your benefit.

8.5 We will not claim against you for reimbursement in respect of loss of or damage to our property that you cause during the Activity.

8.6 If any accident or incident occurs in respect of the Activity, you must:

- (a) immediately inform the Community Rail Lead in writing by the form provided in the Safety Pack;
- (b) provide them with all the information they require; and
- (c) comply with any requirements that we inform you of in writing.

9 The railway

9.1 Notwithstanding anything in this licence, we will continue to operate the railway and otherwise carry on our undertaking in the exercise of our statutory and common law functions and obligations.

9.2 You must not do anything that does or might interfere with the operations referred to in clause 9.1 of Part 1 and, if there is any such interference, you must comply with any directions we give you in this respect.

9.3 Our opinion about anything affecting the safety of the railway is final and you must comply with any directions we give you in this respect.

10 Acknowledgements

10.1 By entering into this licence, you give us the acknowledgements in this clause.

10.2 You use the Area as a licensee and this licence does not create a relationship of landlord and tenant between us.

10.3 We retain control, possession and management of the Area.

11 Our right to remedy breach

11.1 If you breach this licence, you must comply with any directions we give you to remedy the breach and must co-operate with us in taking any action we see fit to take in order to remedy it and mitigate its effects.

12 Reliance and use

12.1 We do not warrant or imply that the Area may be lawfully used or is physically suitable for your use under this licence.

12.2 You acknowledge that you have not entered into this licence by relying on anything we have said except any statements or representations expressly made or referred to in this licence.

13 Extra Provisions

13.1 Unless they read 'Not Used', the Extra Provisions in Part 3 apply in this licence and you must comply with them.

13.2 If there is a conflict or inconsistency between any Extra Provisions in Part 3 and any general provisions in Parts 1 and 2, the Extra Provisions prevail.

14 Termination

14.1 Either we or you may terminate this licence immediately on written notice given at any time.

14.2 If a notice is given by us to you, we will allow you a reasonable period in which to remove your materials from our land.

14.3 If a notice is given by you to us, you must have removed your materials from our land before giving the notice so that on giving it, you have entirely vacated our land.

15 Notices

- 15.1 Any written notice that one of us gives to the other under this licence is treated as effectively served if:
- (a) the giver and recipient are the Community Rail Lead and the Group Lead and the notice is handed by one to the other while both are on our land; or
 - (b) it is sent by email to an email address that the recipient has provided before or on entering into this licence or given later in substitution for that address; or
 - (c) where you are serving notice on us, it is sent by first class post addressed to the Community Rail Lead at the address stated in the Defined Words section of this licence or another address given in substitution for that address; or
 - (d) where we are serving notice on you, it is sent by first class post addressed to the Group Lead at the address stated in the Defined Words section of this licence or another address given in substitution for that address.

16 Third parties

This licence does not create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

17 Consideration

- 17.1 You acknowledge that you receive a benefit by way of undertaking activities for your enjoyment on our land by entering into this licence and by us giving you the permissions set out in it.
- 17.2 We acknowledge that we receive a benefit by way of enhancements to the railway environment by entering into this licence and by you undertaking the Activities and by performing your obligations and requirements set out in it.

Part 2 – Obligations and requirements applicable to Categories of Activities

Part 2A: Activity Category A – Installations

Installing items on our land

- 17.3 In the section of the licence, ‘install’ and ‘installation’ refers to the installation of items referred to in the Scheme at the places specified for its installation.
- 17.4 You have permission only to install the specific items identified in the Scheme and to do so at the location and in the manner set out in the Scheme and in accordance with the Safety Pack.
- 17.5 The Group Lead must inform the Community Rail Lead in writing 7 days before you intend to start installation and again when you have completed it.
- 17.6 You must execute and finish the installation in accordance with the Scheme, under our supervision and to our reasonable satisfaction. If we consider that the installation has not been done to a good standard, we can ask you to remedy or repeat the installation to bring it up to that standard.
- 17.7 In doing the installation you must cause the minimum inconvenience to us and must make good all damage caused to our land
- 17.8 If you start the installation you must complete it. If you do not do so, we can either remove it or finish it as we see fit.
- 17.9 We can remove and (if we wish) relocate the installation to a different place on our land should we need to do so for any reason.

18 Artworks

18.1

- (a) We own the surfaces on which you are to paint or place an artwork in accordance with the Scheme and you acknowledge that the artwork and any images you create on them are part of our property to deal with as we see fit.
- (b) Accordingly, you waive all moral rights in respect of the artwork and any other images you create.
- (c) With our prior permission, the person who created who creates an artwork may sign the artwork.
- (d) You give us a non-exclusive, irrevocable, licence to copy or reproduce any artwork. We will use our reasonable endeavours to attribute that artwork to the person who created it if it is practicable to do so.

18.2 You must inform us if you want to place an artwork that was produced by or belongs to a third party person on our land, giving us the name and address of the relevant person(s). You must not place that

artwork on our land until we have confirmed to you that we have entered into an agreement to our satisfaction with that (those) person(s).

19 Use of artworks

After termination of this licence, we can use and deal with any artwork, images and any materials that you leave behind as we see fit.

20 Specific prohibitions

All work must be done from ground floor level surfaces. You must not use any ladders, platforms or similar devices.

Part 2B: Activity Category B – Maintenance

Extent of permission

- 20.1 The permission in the licence extends to watering, weeding, cutting back, re-planting and harvesting flowers, fruit and vegetables, and otherwise generally maintaining the Scheme.
- 20.2 You may bring the necessary plants, compost, materials to put together beds, tools (but not power tools, unless you have our specific permission) and other items onto the Area as part of this permission. But you must take away all loose items when you leave the Area and not leave any loose items on the Area or on our land.

21 Specific prohibitions

- 21.1 You must not:
- (a) plant or treat non-native invasive species; or
 - (b) undermine the stability or interfere with the natural drainage of any land; or
 - (c) plant in locations where the penetration of roots might cause a nuisance or where trees or plants might be used as a means of trespass onto the railway.
- 21.2 You must ensure that vegetation does not:
- (a) overhang outside the Area; or
 - (b) grow to within 6 metres of any overhead railway equipment;
- 21.3 You must not use ladders, power tools or drill into any structures without our prior and specific permission.

Part 2C Activity Category C – Substances applied to surfaces

22 Paint and materials

- 22.1 You may bring the necessary paints and other painting materials onto the Area as part of this permission. But you must take away all paint and materials on each occasion and not leave any items on the Area or on our land.
- 22.2 We will provide or direct the surfaces for you to paint. You must not use any other surfaces than those.
- 22.3 You may bring the necessary paints and other painting materials onto the Area as part of this permission. But you must take away all paint and materials on each occasion and not leave any items on the Area or on our land.
- 22.4 We can require you to remove or paint over any painting or images that are not in accordance with the Scheme or that we consider to be offensive or otherwise inappropriate in the context of our operating the railway. If you fail to do this, we can do so.

23 Condition of the Area

At the end of this licence, you must leave all surfaces of the Area in the condition described by the Scheme, unless we otherwise direct.

Part 2D Activity Category D – Works (non-art)

24 Work and materials

- 24.1 In the section of the licence, '**work**' means the work referred to in the Scheme at the places specified for it.
- 24.2 You have permission only to do the work specifically identified in the Scheme and to do it in the manner set out in the Scheme and to do so with materials either set out in the Scheme or otherwise approved by us and in accordance with the Safety Pack.
- 24.3 The Group Lead must inform the Community Rail Lead in writing 7 days before you intend to start work and again when you have completed it.
- 24.4 You must either store or remove any loose materials at the end of a day's work. The manner and place of storage must be approved by the Community Rail Lead.
- 24.5 You must execute and finish the work in accordance with the Scheme, under our supervision and to our reasonable satisfaction. If we consider that any work has not been done to a good standard, we can ask you to remedy or repeat the work to bring it up to that standard.
- 24.6 You must make any alterations to the work as stated in the Scheme that are, in our opinion, necessary for the operation of the railway or other use of our land.
- 24.7 In doing the work you must cause the minimum inconvenience to us and must make good all damage caused to our land.
- 24.8 You must inform us at once in writing of any accident to or leakage from the works and follow our directions in making the situation safe and in remedying the situation.
- 24.9 If you start the work, you must complete it. If you do not do so, we can either remove it or finish it as we see fit.
- 24.10 We can remove and (if we wish) relocate the work to a different place on our land should we need to do so for any reason.

Part 3 – Extra Provisions

No Extra Provisions Required

Signatures

Agreed by the parties on the date at the beginning of this licence

Signed by *[insert full name]* as authorised signatory
of Network Rail Infrastructure Limited

Signed by *[insert full name]* as [authorised signatory
of] the licensee