

LICENCE AGREEMENT FOR SOUND and VIBRATION MONITORING PURPOSES

FROM: High Speed Two (HS2) Limited
2 Snowhill
Queensway
Birmingham
B4 6GA
("HS2 Ltd")

TO: [Name]
[Address]
(the "Licensor")

Dear [Sir/Madam] OR [NAME]

HIGH SPEED TWO (HS2) RAIL PROJECT
Property: [insert] ("Property")
Title Number(s) of the Property: [insert] .

Our Ref: [insert]

HS2 Ltd requires access over and occupation of parts of the Property for the purpose of undertaking pre construction sound and vibration monitoring work as described at Annex 1 and any works associated or ancillary to such survey work ("Surveys").

The Licensor confirms that they have either a freehold, leasehold or other proprietary interest in the Property and the Licensor has the legal right to grant the rights of access, occupation and other rights contained in this Licence and warrants that no other party's consent is needed to grant this Licence or the Licensor has notified HS2 Ltd of any other owners, occupiers, tenants, licensees or other users of the Property.

In consideration of the obligations on HS2 Ltd's part contained in this licence, the Licensor grants HS2 Ltd and/or those authorised by it the right to enter and take pedestrian access to the Property at all reasonable times for the purpose of carrying out Surveys (with such equipment and materials as HS2 Ltd considers reasonably necessary) as licensee only from the date on which this licence (or a duplicate copy of it) has been signed by the final party ("Access Date") and until the Expiry Date defined in paragraph 14 below.

In consideration of the rights granted by the Licensor HS2 Ltd undertakes as follows:

1. to carry out the Surveys in a good and workmanlike manner;
2. to make the payment of £250 to the Licensor as set out in clause 7;
3. to comply with the Code of Practice as set out in Annex 2;

4. to provide to the Licensor at least 72 hours' prior notice (except in case of emergency) of when access will be taken for Surveys.
5. to either promptly make good to the Licensor's reasonable satisfaction any physical damage HS2 Ltd has caused to the Property as a result of undertaking the Surveys or if agreed otherwise to reimburse the reasonable and proper costs incurred by the Licensor in doing so within 28 days of the Licensor providing to HS2 Ltd satisfactory evidence of the costs being incurred by the Licensor).
6. to indemnify the Licensor against all direct losses (which in this clause 6 shall mean any proper claims, demands, damages, losses and (subject to provisos (a), (b), (c) and (d) immediately below) reasonably and properly incurred costs and expenses, but shall exclude any compensation which has been or is to be paid in accordance with clause 5) arising from a failure by HS2 Ltd (or those authorised by it) to comply with its obligations in this Licence, unless such actions, claims or demands arise as a result of the default, wrongful act or negligence of the Licensor (or its employees, agents, representatives, workmen, contractors, licensees or invitees)
SUBJECT TO:
 - (a) the Licensor giving written notice to HS2 Ltd as soon as practicable of any potential claim under this clause 6 ;
 - (b) the Licensor at the cost of HS2 Ltd (such costs to be reasonably and properly incurred and approved by HS2 Ltd in advance of them being incurred) providing such further information and assistance as HS2 Ltd may reasonably request in relation to any claim under this clause 6
 - (c) the Licensor mitigating any losses it may suffer or incur as a result of an event which may give rise to a claim under this indemnity as far as is reasonably possible; and
 - (d) the Licensor not making any admission of liability or settling, agreeing or compromising any action, claim or demand which may give rise to a claim under this clause 6 without the prior written consent of HS2 Ltd.
7. to pay the Licensor the payment referred to at clause 2 within two months of the satisfactory completion of the Survey works.

The Licensor agrees with HS2 as follows:

8. to allow all necessary access to the Property and to provide all reasonable co-operation to enable HS2 Ltd and/or those authorised by it to complete the Surveys.
9. not to obstruct nor allow any third party to obstruct the carrying out of the Surveys.
10. when requested, to provide HS2 Ltd with any relevant information about any hazards on the Property of which the Licensor is aware with a view to ensuring the health and safety of those

undertaking the Surveys.

11. if the Licensor intends to transfer or otherwise dispose of the Property or its interest in it during the period of this licence to give HS2 Ltd not less than 28 days' prior notice of such disposal and the identity of the new intended Licensor
12. This licence is personal to HS2 Ltd and not assignable.
13. The date of this Licence shall be the date on which this Licence has been signed by the final party to it.
14. This licence expires on the date one year from the date of this licence or, if earlier, the date on which HS2 Ltd gives notice in writing that it does not intend to carry out any further surveys (**'the Expiry Date'**).

Please confirm your agreement by signing the copy licence attached and returning one copy licence to HS2 Ltd at the address stated above.

Signed: _____ Dated

For and on behalf of High Speed Two (HS2) Limited

Signed: Dated

[For and on behalf of] [Insert name of Licensor]

CONTACT DETAILS

The Licensor's preferred point of contact from HS2 is as follows:

Contact name (if different from above)

Phone

Email

Postal address

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Any other special instructions:

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ANNEX 1

OVERVIEW OF SOUND AND VIBRATION SURVEY REQUIREMENTS ON URBAN, RURAL RESIDENTIAL AND RURAL PROPERTIES

In order to compile the information required to carry out the Environmental Impact Assessment of the HS2 scheme, site specific information is required. The exact nature of the information gathering and number of surveys required on your property may depend on both the location and the features it contains, combined with requirements of the Environmental Impact Assessment process

1. INITIAL SURVEYS:

The following surveys WILL BE required on your site:	
Sound and vibration	<ul style="list-style-type: none">• Day time attended monitoring (site walkover, hand-held monitoring)• Day and Night time unattended monitoring for a period up to 14 days (monitoring station left on site)

2. POSSIBLE ADDITIONAL SURVEYS:

The following surveys MAY ALSO BE required on your site:	
Sound and vibration	<ul style="list-style-type: none">• Night time attended monitoring (site walkover, hand-held monitoring)

Further comments

Following the initial Scoping/Installation event, HS2 will confirm what further survey activity is proposed and what each survey type might entail.

HS2's contractors are specialist in their individual fields and will both dictate the extent of the survey works required and will be able to provide a summary of what each survey entails including the likely number and duration of visits, methodologies to be adopted and equipment to be used. The exact programme of works will be specific to each location.

ANNEX 2

HS2 Ltd – Code of Practice through the access phase

Duty of Care

In all its dealings with land and property owners and occupiers, HS2 Ltd will:

- Aim to minimise any impact on land and property owners and occupiers
- Indemnify land and property owners and occupiers against losses caused by HS2 Ltd, their agents, servants, contractors and sub-contractors
- Act fairly
- Make payments promptly within the period stated in the licence Agreement
- Provide up-to-date contact details for queries and complaints

Surveys

- Details of the different types of survey likely to be carried out by HS2 Ltd are detailed in Annex 1.

Representation

- Licensors are entitled to take professional advice in respect of terms and conditions of entry and any claims arising.
- HS2 Ltd wants to work constructively with Licensors and their representatives in order to minimise the potential disruption and reduce the time needed to facilitate access. This will include providing information in advance and agreeing practical arrangements.

Supervision

- Licensors will be given contact details for a single liaison officer who will be the point of contact for queries and problems.
- HS2 Ltd accepts responsibility for the actions of contractors and sub-contractors and all persons employed in connection with the works as detailed within clause 6 of the Licence.

Identification

- All persons employed by HS2 in connection with the works will carry identification with them whenever they are on private land.

Working hours

- Normal working hours are Monday to Saturday, 08.00 – 20.00, excluding Bank Holidays and public holidays.
- When contractors will be on private land outside of normal working hours, the Licensor will be given at least 72 hours prior notice of the date and times of the visit.

Equipment

- All equipment which is left on-site (e.g. monitoring equipment) will be sited and secured so that it does not pose a risk to people, livestock or vehicles.

Trees, hedges and gates

- No tree will be cut, lopped or felled without the express permission of the Licensor which shall not be unreasonably withheld or delayed where this does not affect the Licensor's use and enjoyment of the land
- No hedge will be cut, lopped or trimmed without the express permission of the Licensor.
- All gates will be left as they are found, whether open or shut.

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