

SHORT TERM LICENCE FOR FOUNDATION DEPTH INVESTIGATIONS
PARTICULARS

Date of the Licence	
Licensor	The Crown Estate Commissioners on behalf of The Queen's Most Excellent Majesty acting in exercise of the powers of the Crown Estate Act 1961.
Licensee	South Wales Trunk Road Agency of Unit 12 Llandarcy House, The Courtyard, Llandarcy, SA10 6EJ
Authorised Position	the bed of the River at Neath Masonry Bridge, Vale of Glamorgan, shown pink on the attached plan.
Commencement Date	1 st May 2022
Expiry Date	5 th June 2022
Licence Fee	£ 3750 for the licence period (£750 per week). Plus, payment for any extension of the term at a rate of £1000 per calendar week, to be paid in full, without apportionment.
Payment Date	Commencement Date.
Permitted Purpose	To enter onto the Authorised Position in order to undertake the works.
Rights	The right to install and use the Authorised Position for the Permitted Purpose.
Works	To carry out a foundation depth investigation as permitted in Marine Licence RML2168 granted 22/02/2022.
Agents Fee	£500 + VAT

The Licensor gives permission to the Licensee to exercise the Rights in accordance with and subject to the Conditions.

The Licensee accepts this Licence and agrees to comply with the Conditions.

Signed by
for and on behalf of
the Licensor

.....

Signed by
for and on behalf of
the Licensee

.....

Conditions

1. COMMENCEMENT AND DURATION

- 1.1 This Licence will commence on the Commencement Date and will end on the Expiry Date unless terminated by the Licensor or the Licensee under Condition 12.

2. LICENCE FEE

- 2.1 The Licensee must pay the Licence Fee to the Licensor by a single payment in advance on the Payment Date.

3. INTEREST

The Licensor may charge the Licensee interest on any Licence Fee or other sum payable under this Licence which is not paid within 28 days after the date it is due to be paid. The interest will be calculated at the rate of 3% per annum above the base lending rate from time to time of Barclays Bank plc (or any equivalent rate the Licensor reasonably specifies) for the period from the date the sum became due up to the date it is paid.

4. OUTGOINGS

The Licensee must pay and indemnify the Licensor against all present and future rates, dues, assessments and outgoings payable in respect of the Works and the exercise of the Rights.

5. VAT

The Licence Fee and any other sum payable by the Licensee under this Licence is exclusive of Value Added Tax which (where it is chargeable) must be paid to the Licensor at the same time.

6. TRANSFER OF LICENCE

This Licence is personal to the Licensee and is not capable of being transferred to a third party.

7. WORKS

- 7.1 The Licensee must maintain and keep the Works in good, safe and substantial repair and condition.
- 7.2 The Licensee must not carry out any works or install any equipment or structures upon the Authorised Position other than the Works and must not make any alterations or additions to the Works.
- 7.3 In the exercise of the Rights the Licensee must not:
- 7.3.1 cause any damage to the foreshore, seabed, riverbed or environment (except in so far as is reasonably necessary to install the Works); or

7.3.2 do anything which causes or may cause pollution or harm to the environment.

- 7.4 On termination of this Licence the Licensee must remove the Works and restore the Authorised Position (and any adjoining foreshore, seabed or riverbed affected by the removal of the Works) to the Licensor's reasonable satisfaction. If the Licensee fails to comply with this requirement the Licensor may at any time after termination of this Licence carry out the works of removal and restoration itself and may destroy, remove and/or dispose of the Works as it sees fit. The Licensee must pay to the Licensor on demand the reasonable costs incurred by the Licensor in so doing.

8. USE

- 8.1 The Licensee must not use the Works for any purpose other than the Permitted Purpose.
- 8.2 The Licensee must not use the Works in a way which in the reasonable opinion of the Licensor may be or become a nuisance or cause damage to the Licensor or the owners, occupiers or users of adjoining or neighbouring property.

9. LICENSOR'S RIGHTS OF CONTROL

The Licensor retains all rights of possession and control of the Authorised Position and the Licensee must not in any way impede the Licensor and persons authorised by it in the exercise of these rights except insofar as is necessary for the exercise of the Rights in accordance with these Conditions.

10. STATUTORY REQUIREMENTS

- 10.1 Before exercising the Rights the Licensee must obtain all necessary consents, permissions licences or approvals required from any government department or agency, local authority or other public or competent authority for the exercise of the Rights and supply copies of them to the Licensor within 5 Working Days of the Licensor's request.
- 10.2 The Licensee must comply in all respects with the provisions of any statute or byelaw and the requirements of any government department or agency, local authority or other public or competent authority that may be applicable to the Works or the exercise of the Rights.

11. LIABILITIES AND INSURANCE

- 11.1 The Licensee must indemnify the Licensor and keep the Licensor indemnified against all actions, proceedings, claims and demands brought or made and all losses, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise in connection with:-

11.1.1 the exercise or purported exercise of the Rights;

11.1.2 the state of repair or condition of the Works;

- 11.1.3 any act neglect or default of the Licensee or anyone exercising the Rights with the express or implied authority of the Licensee; or
 - 11.1.4 any breach of the Licensee's obligations under this Licence.
- 11.2 The Licensee will not be liable under this Condition 11.1 to the extent that the actions, proceedings, claims, demands, losses, damages, costs, expenses or liabilities are due to the negligence of the Licensor or its employees, agents or contractors
- 11.3 The Licensee must:
 - 11.3.1 take out and maintain (or procure that there is taken out and maintained) with a reputable insurer appropriate third party and public liability insurance in respect of the Works and the exercise of the Rights in such sums and on such terms as a skilled and experienced operator and owner of the Works would reasonably consider necessary and with the interest of the Licensor noted on the policy; and
 - 11.3.2 produce a copy or full details of the policy of insurance and evidence that it is in force within 5 Working Days of the Licensor 's request.

12. ADDITIONAL OBLIGATIONS

- 12.1 The Licensee must not allow any leakage or escape of effluent from the Works.

13. TERMINATION

- 13.1 The Licensor may terminate this Licence at any time with immediate effect by giving written notice to the Licensee if:
 - 13.1.1 the Licence Fee or any part of its remains unpaid for more than 15 Working Days after the Licensor has given written notice to the Licensee (referring to this Condition 12) that it is due; or
 - 13.1.2 the Licensee commits a material breach of any of these Conditions and either the breach is incapable of remedy or it is capable of remedy and the Licensor has given written notice to the Licensee (referring to this Condition 12) of the breach requiring it to be remedied within a reasonable time (specified in the notice) and the Licensee has failed so to do.
- 13.2 The Licensee may terminate this Licence at any time with immediate effect by giving written notice to the Licensor if the Licensor commits a material breach of these Conditions and either the breach is incapable of remedy or it is capable of remedy and the Licensee has given written notice to the Licensor (referring to this Condition 12) of the breach requiring it to be remedied within a reasonable time (specified in the notice) and the Licensor failed so to do.
- 13.3 After termination under this Condition 12 the Licensee shall remain liable to the Licensor for any breach of these Conditions by the Licensee occurring prior to the date

of termination and for the continuing obligations of the Licensee under Conditions 7.4 and 11.

14. MISCELLANEOUS

14.1 In this Licence:

14.1.1 "Conditions" means these Conditions and "Particulars" means the section so headed at the beginning of this Licence;

14.1.2 words and expressions in the left hand column of the Particulars have the meaning given in the right hand column of the Particulars;

14.1.3 any obligation on the Licensee not to do something (or to that effect) includes an obligation not to authorise or allow another person to contravene that obligation;

14.1.4 where the Licensee comprises more than one person the obligations and liabilities of the Licensee shall be joint and several obligations and liabilities of those persons;

14.1.5 the singular includes the plural and vice versa and words importing any gender include every gender;

14.1.6 "person" includes corporate bodies; and

14.1.7 the headings are for reference only and shall not affect the construction or interpretation of these Conditions;

14.1.8 the words "include" and "including" are deemed to be followed by the words "but not limited to"; and

14.1.9 a Working Day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales.

14.2 Any notice to be given to the Licensee under these Conditions shall be valid if sent to the address given in the Particulars or a substitute address notified by the Licensee to the Licensor in writing. Any notice to be given to the Licensor under these Conditions shall be valid if sent to The Legal Team, 1 St James's Market, London SW1Y 4AH or a substitute address notified by the Licensor to the Licensee.

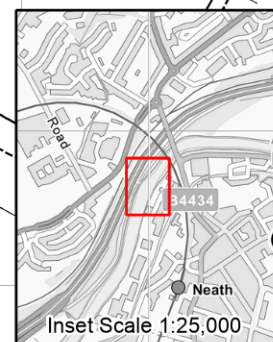
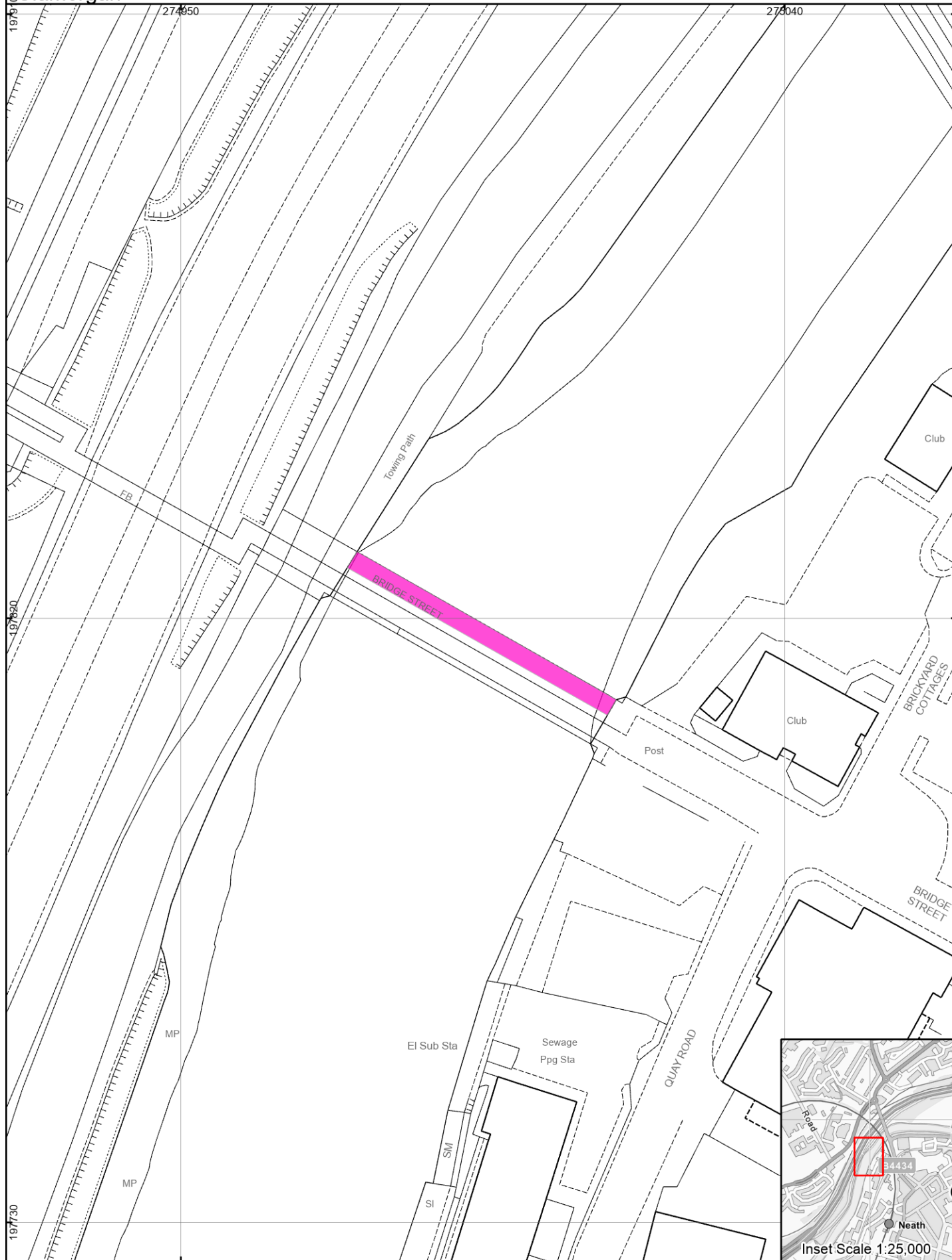
14.3 This permission is given subject to the public rights of navigation and fishing.

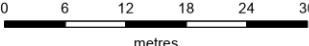
14.4 A person who is not a party to this Licence does not have a right to enforce any of its terms.

Works Access Neath Masonry Bridge - Lease Plan

SS 7497 / 7597

Glamorgan



GIS_2022_0314_V1		1:750 @ A4			Date: 04/04/2022
Author: CP	QA: AP				Old File Ref: 22-19-19

OS Edn: Jan 2021 MasterMap & 1:25 000 Scale Raster.
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Printed from PDF. The scale representative fraction is only correct when printed at intended size. Use the scale bar if in doubt.

1 St James's Market
London
SW1Y 4AH

**THE CROWN
ESTATE**