



Licence conditions

1. This Licence is personal to the Licensee and is granted subject to the following conditions for the Works described on the front page of this Licence.
2. The Licensee must comply with all directions which may be given to them from time to time by the Council in respect of the apparatus authorised by this Licence and any other matters relating to the grant of this Licence.
3. This Licence shall remain in force for the period specified in this Licence or until it is withdrawn by the Council or terminated by the Licensee, provided that the Licensee gives no less than 5 (five) working days written notice.
4. If the Licensee believes the Works are not likely to finish before the Licence End Date, the Licensee must notify the Council as soon as possible setting out the reasons why and specifying the Licensee's new anticipated completion date for the Works. As an absolute minimum, the Licensee must give the Council at least 2 (two) prior working days' notice if the Works are anticipated to continue beyond the Licence End Date. The Council will then decide whether to agree to the Licence End Date being extended. If the Council does not agree to extend the Licence End Date, all apparatus, operations and plant shall be dismantled and removed from the highway without delay. If the Council has to do this (which the Council reserves the right to do in default of the Licensee), all costs associated with it will be recoverable from the Licensee.
5. Where a licence to install any 'Traffic Count Apparatus' is granted by the Council, at the conclusion of the survey, the Licensee will promptly provide the Council with a copy of any traffic data gathered in electronic format.
6. The apparatus shall be kept in good repair and condition so as not to be a nuisance or annoyance to owners or occupiers of neighbouring property or to persons using the highway.
7. Faulty or dangerous apparatus must be removed immediately upon request, or it will be removed by the Council and the Licensee must then pay the Council's costs of the removal work within 5 (five) working days of a demand for payment being made.
8. Apparatus must not be left in such a location that it causes undue obstruction of the highway.
9. If at any time the Council considers that the removal or alteration of the apparatus is necessary in connection with carrying out works to the highway or for the safety or protection of persons or vehicles using the highway, the Licensee shall at their own expense remove or alter the apparatus in such a manner and within such a period as the Council may require. In the event the Licensee fails to comply with any requirement issued under this paragraph the Council may itself remove or alter the apparatus and



recover the cost of doing so from the Licensee. No compensation will be payable to the Licensee in such circumstances.

10. Apparatus must be removed promptly upon completion of the Works (with 24 hours of the licence expiring) or whenever required by the Council.
11. The Licensee must ensure the removal of any surplus materials and traffic management from the site. It is the Licensee's responsibility to ensure that all relevant waste legislation is adhered to, including (but not limited to) the Environmental Protection Act 1990 and the Waste (England and Wales) Regulations 2011.
12. The highway shall be left in a clean and tidy condition on removal of the apparatus, and adequate measures shall be used to prevent damage to the highway by the Works. Any damage shall be reported to the Council and repaired in accordance with agreed details.
13. The Licensee shall take out public liability insurance with a minimum value of £10,000,000 per incident, with an unlimited number of incidents and shall produce forthwith to the Council on request the current policy and certificate of insurance, current receipts for premium payments and confirmation of the annual renewals of the policy.
14. Contact details must be given for the Licensee (or nominated person by the Licensee) and/or responsible person(s) who must be available 24 hours a day whilst the apparatus is in place to deal with any problems or emergencies.
15. The Licensee (or nominated person by the Licensee) must ensure that in the event of an emergency they will attend the site within 2 hours.
16. The Licensee shall indemnify the Council and keep the Council indemnified against all claims, actions, demands, proceedings, damages, expenses, losses or costs whatsoever, which may arise due to the carrying out of the Works, the presence of the apparatus in the highway or the breach by the Licensee of any of the terms and conditions of this Licence.
17. Apparatus must not be attached to street lighting columns without written approval from the Council's 'Street Lighting Team'; additional fees may apply.
18. The Licensee is advised that the Council may, if it thinks fit and reasonable to do so, terminate this Licence with or without notice. At such a time, all apparatus, operations and plant shall be dismantled and removed from the highway without delay. If the Council has to do this (which the Council reserves the right to do in default of the Licensee), all costs associated with it will be recoverable from the Licensee.
19. The Licensee must pay the Council's administrative costs in respect of the granting of this Licence.