

Notes to be read by the Applicant

- The Applicant should read the attached guidance notes.
- The Applicant is requested to complete this form in BLOCK CAPITALS (or electronically) and send to Traffic And Network, Staffordshire County Council, 2 Staffordshire Place, Tipping Street, Stafford. ST16 2DH (or email to trafficandnetwork@staffordshire.gov.uk)

1. Details of Applicant (Licensee) Name

(landowner):

Organisation (if applicable):

Full Address (land owned):

Contact Tel. No.(day):

Alternative Tel. No. (day):

Fax No. (if available):

E-mail (if available):

2. Details of Proposal

Is this:

Apparatus?

Structure?

Provide a full description of the proposal:

3. Licence Duration

Please state whether the licence is required for a limited time(until adoption) and the anticipated end date:

If limited, confirm who has agreed to adopt and evidence will be required with this form.

Or:

Whether the licence is required for an undetermined period until the licence is either terminated, transferred or withdrawn:

<p>4. Construction Method Proposed</p> <p>Please provide a description of the proposed construction method:</p> <p>For example; open cut trenching, directional drill, moling, standard localised excavation, etc</p>	
<p>5. Proposed date of Installation</p> <p>Please enter the proposed installation date if known at this time. This date is subject to agreement after a Sc171 Application form has been received. Please also include an estimate of the duration of works involved in the installation if known.</p>	
<p>6. Details of location and route</p> <p>Description of point of commencement (i.e. o/s 20)</p> <p>Name of Road</p> <p>Town / Settlement</p> <p>Position (tick relevant)</p> <p>Full detail of route to be taken (additional road names, town/settlements)</p>	
<p>7. Area of Occupation (size of trench/area to be occupied)</p> <p>Length (m)</p> <p>Depth (m)</p> <p>Width (m)</p>	
<p>8. Payment</p> <p>On receipt and registration of your application, we will contact you for card payment details. Please confirm a contact number that we can reach you during normal working hours:</p> <p>Tel.:</p>	

9. Acceptance and Signature

I (we) have read and understood the Information Pack and understand the legal obligations placed upon me as licensee should my request for a licence be approved and the licence granted.

Signature:

Name:

Date:

Application checklist

Ensure the following are included with your application:

		Application form fully completed and signed
		Detailed plan of proposal clearly showing the proposed location (and route if applicable.)
		Specific detail including dimensions of proposed structure
		Signed & witnessed blank licence – please note that whilst we can accept your application electronically for processing the signature page of the blank licence will form part of a legal document, therefore we require an original copy to be sent via post no photocopies /scanned copies can be accepted.

Private Apparatus and Permanent Structures

Within the Highway Application Form

LICENCE NO.

THIS LICENCE AGREEMENT is made _____ day of _____ 2023

BETWEEN:-

(1) **STAFFORDSHIRE COUNTY COUNCIL** of 1 Staffordshire Place, Tipping Street, Stafford, Staffordshire, ST16 2LP

(2) [REDACTED], Company No. [REDACTED], whose registered office is situate at [REDACTED]

1. Recitals

- 1.1 The Authority is the highway authority for the Highway
- 1.2 The Licensee wishes to place private apparatus in the Highway, and the Authority is willing to grant a licence to the Licensee (and its successors in title) for this purpose pursuant to the provisions of section 50 of the 1991 Act, and on the terms and conditions contained in this Licence

2. Definitions and Interpretations

In this Licence the following expressions shall have the meaning given in this clause:-

- 2.1 Words denoting the masculine gender include the feminine and words in the singular shall include the plural and vice versa.
- 2.2 The headings and titles within the Licence do not form part of it and shall not be taken into account in its constructions or interpretation.
- 2.3 Any reference in this Licence to a clause or sub-clause without further designation is to be construed as a reference to the clause or sub-clause of this Licence so numbered.
- 2.4 Any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force.

a) **“the 1991 Act”** shall mean the New Roads and Street Works Act 1991.

b) **“the Apparatus”** shall mean [REDACTED]

- c) **“the Authority”** shall mean Staffordshire County Council and its successors to its statutory functions.
- d) **“Code of Practice for the Co-ordination of Street Works for Road Purposes and Related Matters”** shall mean the Authority’s current guidelines for works at or near Network Rail level crossings.
- e) **“Contractor”** shall mean a contractor approved by the Authority and employed by the Licensee to carry out the installation of the Apparatus and any other works associated with the Apparatus.
- f) **“the Highway”** shall mean []
- g) **“Licence”** shall mean this licence.
- h) **“Licence Fee”** shall mean £[] **(IN WORDS)** to be paid by the Licensee to the Authority in respect of the legal and other expenses incurred by the Authority in connection with the granting of this Licence.
- i) **“the Licensee”** shall mean [], Company No.[], whose registered office is situate at [] and its successors in title.
- j) **“Network Rail”** shall mean Network Rail Infrastructure Limited or any successors to their statutory functions
- k) **“NJUG”** shall mean the National Joint Utilities Group
- l) **“Satisfaction of the Authority”** shall mean the normal standards of the Authority acting in its capacity as highway authority applied elsewhere within its administrative area
- m) **“Temporary Excavation Permit”** shall mean the Authority’s form of approval for carrying out temporary excavations in the highway pursuant to section 171 of the Highways Act 1980

SCHEDULE OF CONDITIONS

- 1) The Licensee shall pay the Licence Fee to the Authority on application to the Authority for the Licence.
- 2) The Licensee shall ensure that they are familiar with, and understand, the Authority’s information and requirements relating to the installation of private apparatus in the highway which is published on the Authority’s website from time to time.
- 3) The work of installing the Apparatus and any other works associated with the Apparatus shall be executed by a Contractor approved by the Authority and employed by the Licensee.
- 4) The Licensee shall procure that any Contractor carrying out the installation of the Apparatus or any other works associated with the Apparatus shall be executed by opening up the Highway, (or thrust boring) by an approved Contractor who shall hold third party liability insurance to the value of £5,000,000 for any one claim with no limit to the number of claims for the duration of any works associated with the Apparatus.
- 5) The works required for installation of the Apparatus must take place within twelve months of the date of this Licence. Failure to do so may result in the licence being withdrawn without notice and will be subject to re-application at the discretion of the Authority.
- 6) The Licensee shall procure that the Contractor must apply for a Temporary Excavation Permit on each occasion for all works associated with the Apparatus.
- 7) The Licensee shall ensure that any supervisors and operatives working on the Highway are suitably

qualified in accordance with Section 67 of the 1991 Act and any relevant regulations made under the 1991 Act.

- 8) All works and traffic management must be agreed with the Authority before any works associated with the Apparatus are carried out, and/or before any traffic management is used on the Highway.
- 9) In situations where works are in the vicinity of a railway level crossing:-
 - (i) The Authority must be informed; and
 - (ii) Network Rail must be informed; and
 - (iii) The Licensee must comply with the Code of Practice for the Co-ordination of Street Works and Works for Road Purposes and Related Matters.
- 10) The position of the Apparatus must be agreed in advance with the Authority.
- 11) If the Apparatus is affected by any future highway works the Authority may direct that the Licensee must procure the removal, moving, alteration and/or the protection of the Apparatus at the Licensee's cost.
- 12) If, due to leakage or damage arising from the Apparatus being installed in the Highway, the construction of the Highway is damaged the Licensee shall be responsible for all costs incurred by the Authority as a consequence, including the costs incurred for the repair and reinstatement of the Highway.
- 13) For the duration of any works associated with the Apparatus, the works construction site must be kept safe at all times and the Licensee must comply with the current legislation with regard to signing and guarding of the Highway and the site, as failure to do so could result in prosecution.
- 14) The Licensee shall ensure that works carried out under this Licence do not afford any delays or obstructions to the travelling public.
- 15) Should any works associated with the Apparatus be likely to cause any delays or obstructions to the travelling public, the Licensee must discuss alternative routes available with the Authority prior to any works being carried out, and pay to the Authority any charges imposed by the Authority associated with making any such necessary arrangements, and the Licensee shall be responsible for any costs incurred by the Authority of making good any consequential damage.
- 16) The Licensee shall reinstate the Highway following any works associated with the Apparatus in accordance with the 1991 Act and the relevant code of practice in force from time to time.
- 17) Should the reinstatement fail, the Licensee will be responsible for undertaking remedial works to ensure compliance with the 1991 Act and the relevant code of practice in force from time to time.
- 18) The Licensee must provide an 'as laid' record of any pipes, cables or plant laid in the ground by means of this Licence. Any plant must be laid in accordance with NJUG Guidelines and the Positioning and Colour Coding of Underground Utilities Apparatus and any works undertaken must be carried out in accordance with NJUG Guidelines.
- 19) The permanent reinstatement shall be undertaken by a Contractor and must comply with the 1991 Act and the relevant code of practice in force from time to time for the reinstatement of openings in highways.
- 20) On completion of any works associated with the Apparatus, the Licensee shall confirm the dates of work and reinstatement measures to the Authority.
- 21) The Licensee shall afford the Authority such facilities as the Authority may require for inspecting the work associated with the Apparatus as it proceeds.
- 22) The Licensee shall keep the Apparatus in a good state of repair and condition.

- 23) The Licensee shall ensure that any maintenance, repair or other works (except in the case of emergency) be undertaken without disturbance to the Highway and that the whole of the Highway remains open to traffic at all times.
- 24) Plant belonging to statutory undertakers may exist in the vicinity, and any damage caused to this plant by the Licensee's works, future maintenance, and/or removal/alteration or diversion of the Apparatus or any other works associated with the Apparatus shall be the responsibility of the Licensee.
- 25) The Licensee must notify all statutory undertakers prior to the commencement of any works and shall be responsible in respect of any further apparatus that the Licensee is notified of within the vicinity of the works in the same manner as in clause 23 hereof.
- 26) In carrying out any works associated with the Apparatus, the Licensee must:-
 - (i) ensure the safety and convenience of the travelling public in the Highway; and
 - (ii) prevent traffic in the Highway from being delayed; and
 - (iii) comply with the relevant provisions of the 1991 Act and relevant code of practice in force from time to time.
- 27) This Licence does not confer any right on the Licensee in respect of the subsoil of the land on which the Highway is situated. The Licensee must obtain the consent of the owner of the subsoil should any works in connection with the Apparatus affect the subsoil of the land in which the Highway is situated.
- 28) The Licensee shall be responsible for the payment of any costs or charges associated with the Apparatus (including but not limited to the making good of any damage) and shall provide evidence of any such payments to the Authority when requested to do so.
- 29) The Licensee shall ensure that all necessary consents are obtained prior to undertaking any works including the installation, maintenance, repair and/or removal in respect of the Apparatus.
- 30) Following the installation of the Apparatus, the Licence shall remain in full force and effect until it is withdrawn by the Authority in accordance with Schedule 3 of the 1991 Act.
- 31) In the event that the Authority withdraws the License in accordance with clause 30 hereof, the Licensee shall immediately procure that a Contractor removes the Apparatus from the Highway and reinstates the Highway to the Satisfaction of the Authority within 56 (fifty six) days of the date of the notice.
- 32) The Licensee may surrender this Licence by giving four months' notice to the Authority of the decision to surrender, and shall immediately procure that a Contractor removes the Apparatus from the Highway and reinstates the Highway to the Satisfaction of the Authority within 56 (fifty six) days of the date of the notice.
- 33) Should the Apparatus not be removed from the Highway by the end of the notice period for withdrawal or surrender of the Licence, the Authority may remove the Apparatus from the Highway and reinstate the Highway, and charge the Licensee its costs of doing so in accordance with Schedule 3 of the 1991 Act. For the avoidance of doubt, the Licence will remain in full force and effect until the Apparatus are removed from the Highway and until the Highway is reinstated to the Satisfaction of the Authority.
- 34) The Licensee shall indemnify the Authority of any claims arising as a result of any works associated with the Apparatus or the presence of the Apparatus in the Highway in accordance with Schedule 3 of the 1991 Act.
- 35) The Licensee shall indemnify the Authority in respect of any claims arising from a closure of a public highway required for any of the works associated with the Apparatus.
- 36) The Licensee shall hold third party liability insurance to the value of £5,000,000 for any one claim with no limit to the number of claims for the duration of the Licence.

37) This Licence will come into effect on the date of this Licence.

38) The rights and liabilities of the Licensee under this Licence are not assignable without the consent of the Authority.

SPECIAL CONDITIONS

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The Licensee agrees to the conditions of this Licence.

Signed by (Print Name)

Duly authorised for and on behalf of

[REDACTED]

Signature Date

Signed by a duly authorised signatory on behalf of **STAFFORDSHIRE COUNTY COUNCIL**

Authorised Signatory Date

PRINT NAME:

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