

**LICENCE FOR THE PLACING OF APPARATUS
OVER HIGHWAYS MAINTAINED BY TRANSPORT
FOR LONDON**

BETWEEN

TRANSPORT FOR LONDON

AND

THE UNITED SYNAGOGUE ERUV COMMITTEE

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1. Parties to the Licence

THIS LICENCE is given this 17 day of APRIL 2002 by
TRANSPORT FOR LONDON ('TfL') of Windsor House 42-50 Victoria
Street London SW1HOTL to THE UNITED SYNAGOGUE ERUV
COMMITTEE (company registration No 3749885) ('the Licensee') whose
registered office is at 9 West Heath Road London NW37UX.

2. Recitals

WHEREAS:

- (1) TfL is the street authority and the highway authority for those streets listed in the First Schedule of this Licence ('the Highways').
- (2) TfL has the power under section 50(1) of the New Roads and Street Works Act 1991 (NRSW Act) and section 178 of the Highways Act 1980 (HA Act) and all other enabling powers to grant a Licence for the placing of apparatus on or over the Highways

3. Definitions and Interpretation

In this Licence, the following expressions will have the following meanings assigned to them unless otherwise stated:

- 3.1 'TfL' means Transport for London and its successors as highway authority for the Highways
- 3.2 'The Licensee' means the United Synagogue Eruv Committee or such person or persons as is entitled by this Licence to do anything permitted by this Licence.
- 3.3 'Apparatus owner' means the owner of apparatus affected by the works.
- 3.4 'Apparatus' means the apparatus described in the First Schedule of this Licence.
- 3.5 'Pole' means a vertical pole including its foundations and fixings of a description, type, design, specification, materials, size, dimensions, height, external colour and external coating approved by TfL
- 3.6 'Wire' means a length of Drennan Special Matt Sub-surface Green fly Leader 0.3mm diameter fishing line (or of other similar 0.3mm diameter monofilament line as approved by planning permission attached at its one end to one Pole and its other end to another Pole or other feature agreed to by TfL and suspended between the two Poles concerned at such height or heights and to a tension approved by TfL.

3.6 'Drawings' means the Drawings numbered 22346/3A and 22346/4A annexed to this Licence and signed by or on behalf of the parties to this Licence.

3.7 'The Works' means works stated in clause 5 of this Licence.

4. Licence

4.1 In consideration of the agreements and conditions contained in this Licence which are to be observed by the Licensee, the Licensee is granted permission by TfL to place at certain locations listed in the First Schedule of this Licence on and over the Highways, various poles and wires in order to define certain sections of the perimeter of an Eruv from the date of this Licence until [insert date] *17th April* 2007 being a duration of five (5) years subject to the conditions in this licence agreement.

4.2 The Licensee is further granted by TfL permission to inspect, maintain, adjust, repair renew or remove the Apparatus and to execute any works required for or incidental to works under this Licence.

5. The Works

The Licensee will:-

- 5.1 Carry out the Works at its own expense and by contractors approved of by TfL in a sound and workmanlike manner to the reasonable satisfaction of TfL and in accordance with plans, drawings, specifications, method statements and a timetable approved by TfL.
- 5.2 Undertake the works in compliance with all necessary planning and other permissions conditions and requirements.
- 5.3 Carry out the Works in accordance with the Construction (Design and Management) Regulations 1994.
- 5.4 Install the Apparatus following agreement with TfL and in accordance with the precise design method and detail of erection and fixing.
- 5.5 Give 5 working days notice or other notice required by TfL to owners and occupiers of premises adjoining the Highway at the points at which the Apparatus is to be installed prior to the installation of the Apparatus or any part of it.
- 5.6 Ensure that while any Works are being carried out, the Highway is kept free from mud, soil and litter arising from the Works.
- 5.7 Ensure that each Pole is labelled for identification purposes throughout the term of the Licence and that the labelling complies at all times with TfL's requirements.

- 5.8 Not carry out any work to the Apparatus within the boundary of the highway after the Apparatus has been placed in the Highway unless the Managing Director of Transport for London Street Management Services (The Managing Director') has given prior approval in writing (such approval not to be unreasonably withheld or delayed) and the Works must be carried out to the reasonable satisfaction of the Managing Director.
- 5.9 Give the Managing Director and Local Police adequate notice of the date and time of the Works where any works are authorised in accordance with the preceding condition and will comply with any requirements laid down by these authorities for the purpose of preventing danger or minimising interference to traffic on the highway.
- 5.10 Inform TfL that the Works have been completed so that TfL can carry out an inspection of the Works to ensure they comply with the requirements of this Licence.

6. Provisions relating to the Licence

- 6.1 This Licence:
 - (a) is given without prejudice to the provisions of Part 111 of the New Roads and Street Works Act 1991 to the requirements of any relevant authority or apparatus owner or settlement of a plan and section and the execution of Works in accordance with them;
 - (b) does not dispense the Licensee from obtaining any other consent, licence or permission which may be required; and
- 6.2 the Licensee acknowledges that the provisions of Schedule 3 to the New Roads and Street Works Act 1991 apply to this licence with regard to the Poles

7. Maintenance of the Apparatus

- 7.1 The Licensee will:
 - (a) Maintain in good repair and condition the Apparatus
 - b) Ensure that the Apparatus is safely and securely fixed, installed, erected and maintained in position.
 - c) Remove and or dismantle the Apparatus at the relevant time in accordance with methods approved by TfL.
 - d) Ensure that the Apparatus or any part of it does not cause or become a nuisance to the owners or occupiers of any premises in the vicinity

or to any member of the public on or passing along the highway and that if any nuisance arises the Apparatus or the relevant part is removed immediately from the highway or the nuisance is immediately abated.

e) Carry out all maintenance repair and other works under this Licence without disturbance to the highway so that the highway remains open to traffic at all times.

f) Make good any damage arising out of the placing or presence on the highway of the Apparatus or the execution of any Works authorised by the Licence.

g) Take all reasonable precautions for preventing contact between the Apparatus and any building structure or apparatus in close proximity with the Apparatus and comply with all reasonable requirements of TfL in that behalf.

h) As far as possible locate and gain access to the Apparatus when necessary without entering the highway except in the exercise of the public right of way along the highway.

i) Give TfL at least six weeks notice in writing if the Licensee proposes to cease using or abandon the Apparatus

7.2 Should TfL as the Highway authority consider the Apparatus is deteriorating the Licensee will make good the Apparatus within 28 days of being put on notice by TfL.

7.3 If at any time the Apparatus or any part of it are in the reasonable opinion of TfL in a condition and/or position to make the Highways or any part of it obstructed or rendered dangerous so that urgent work is required to remove the obstruction or danger which TfL considers necessary as a matter of urgency (regardless of whether or not the Licensee is in the opinion of TfL in breach of any provision of this Licence) TfL may without giving any advance notice carry out the work and the reasonable costs incurred by TfL in undertaking the works will be paid to TfL by the Licensee on demand.

8. Inspection of the Works and Apparatus

The Licensee will:

8.1 Inspect the Apparatus no less than once a week through the term of this Licence.

8.2 Record details of the inspections in log books which will be readily available for TfL to inspect stating the date, time, piece of apparatus and status of the Apparatus at the time of inspection.

- 8.3 Report to TfL immediately the particulars of any defect or lack of repair in or affecting the Apparatus and/or its installation which is apparent or suspected as a result of the inspection.
- 8.4 Afford TfL the facilities it may require to inspect the Apparatus and any Works and to ensure compliance with this Licence.
- 8.5 Comply immediately with any reasonable requirements stipulated by TfL to remedy any defects or lack of repair.

9. Insurance

The licensee will:

- 9.1 effect and keep effected public liability insurance to cover :-
 - (a) all claims and liabilities against which the Licensee is obliged to indemnify TfL in accordance with paragraph 8 of schedule 3 of the New Roads and Street Works Act 1991 Act and;
 - (b) all claims by and liabilities to third parties in respect of injury damage or loss arising out of any of the matters referred to in paragraph 8 referred to in clause 9.1(a) above.
- 9.2 The insurance will be in the sum of £5,000,000 (five million pounds) in respect of any individual incident arising out of the installation of the apparatus or any other sum as TfL may from time to time stipulate.
- 9.3 The insurance will be effected with an insurance office or underwriters approved of by TfL.
- 9.4 It will be a term and condition of the insurance that the insurer will not cancel the policy or allow the policy to lapse unless the insurer gives TfL at least 90 days notice.
- 9.5 The Licensee will upon request by TfL produce satisfactory documentary evidence that the insurance is properly effected.

10. Costs

- 10.1 If TfL undertakes any work of construction, improvement or repair to or in connection with the Highway the licensee will pay TfL the proportion of the cost of that construction improvement or repair and the anticipated cost of future maintenance over the ensuing period of five years as TfL may acting reasonably consider is attributable to the presence of the Apparatus.

11. Breach of the Licence

If in the opinion of TfL the Licensee is in breach of any provision of this Licence, TfL may undertake such works as appear expedient to ensure compliance with that provision, and the reasonable costs incurred by TfL in undertaking the works will be paid to TfL by the Licensee on demand.

12. Surrender of the Licence

- 12.1 The Licensee may not surrender this Licence except on the expiry of not less than six months notice to TfL and the surrender will be without prejudice to any rights of the Licensee or TfL arising from anything done or omitted to be done before the date of surrender.
- 12.2 If the Licensee is wound up or enters into liquidation other than for the purpose of a reconstruction or amalgamation or makes any arrangement with its creditors or if a receiver is appointed in respect of the whole or any part of the Licensee's assets then the Licence will cease to operate immediately.
- 12.3 Any surrender, withdrawal or other determination of this Licence will be without prejudice to any rights of the Licensee or TfL arising from anything done or omitted to be done before the date of surrender, withdrawal or other determination.

13. Service of Notices

- 13.1 Any notice or other document served under this Licence will be sufficiently served on the following conditions:
 - (a) Upon TfL if delivered at or posted addressed to the Managing Director at Transport for London, Street Management, Windsor House 42-50 Victoria Street London SW1H 0TL quoting reference 36/1/192.
 - (b) On the Licensee if delivered at or posted to the Secretary of the Licensee at its registered office.
- 13.2 Service by post will be effected by addressing, prepaying and sending the notice or other document by registered post or by recorded delivery and will be deemed to have been sent at the time the letter is delivered in the ordinary course of the post.

14. Non- assignment of licence

The Licence must not be assigned.

15. Cost of Licence

The Licensee will pay to TfL on execution of this licence the sum of £650 in respect of TfL's expenses including legal expenses in connection with the grant

of this Licence. The Licensee will pay a further fee to TfL if the Licence is renewed under clause 16 such sum to be decided by TfL at that time.

16. Renewal of Licence

On the expiration of this Licence, the United Synagogue Eruv Committee may apply to TfL for a renewal of the Licence for a further period of five years and TfL will grant the renewal providing the United Synagogue Eruv Committee have complied with the terms of this Licence during the previous five years to the satisfaction of TfL.

17. Conveyance to congregation on whether eruv active or not

The United Synagogue Eruv Committee will be responsible for informing their congregation whether the Eruv is active or not on any given Sabbath and TfL will have no responsibility in this regard.

SIGNED on behalf of
TRANSPORT FOR LONDON by


(P. HEATHER)

Signed ON BEHALF OF THE
United Synagogue Eruv Committee by


(G.S. MORRIS)
Trustee

THE FIRST SCHEDULE

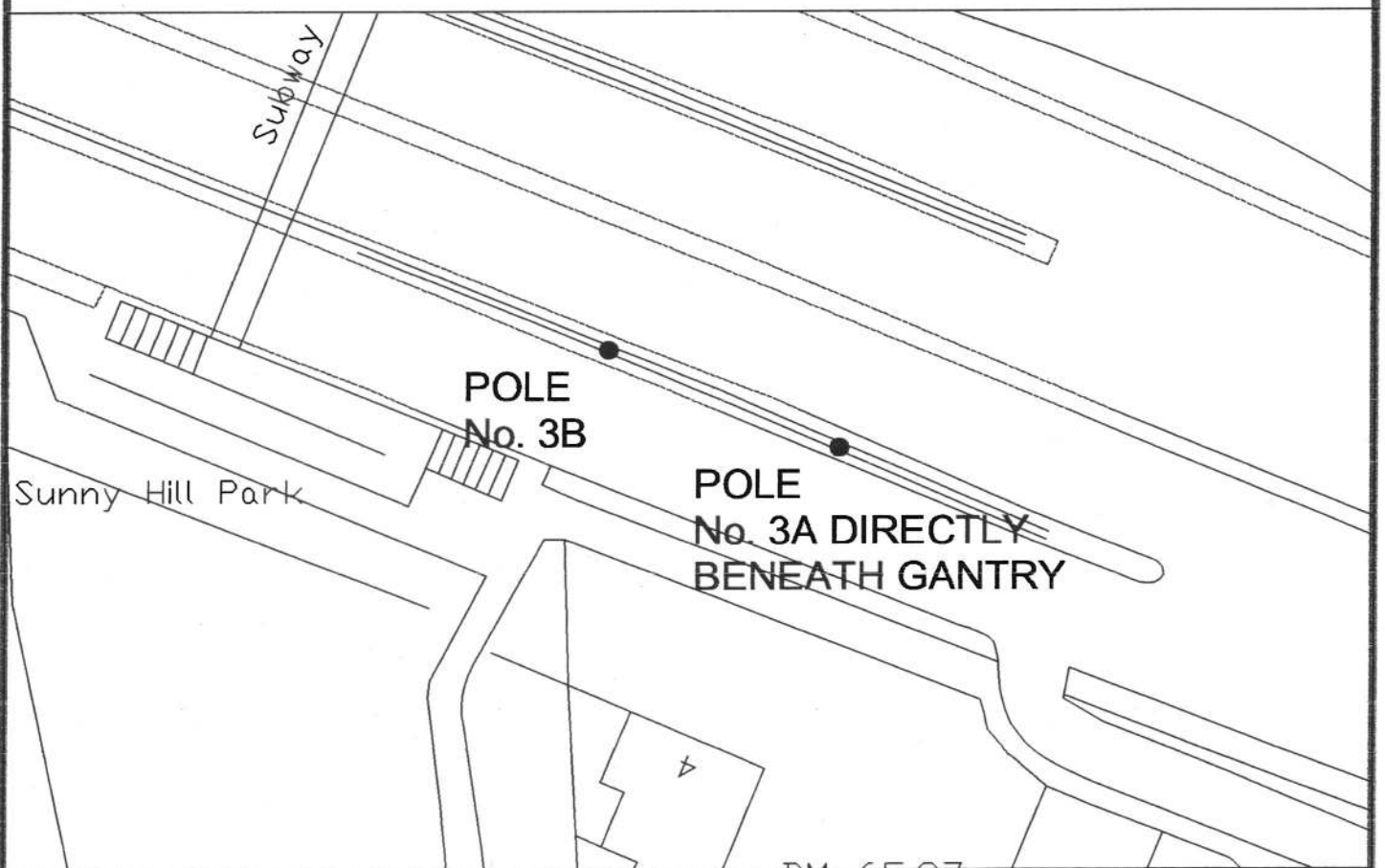
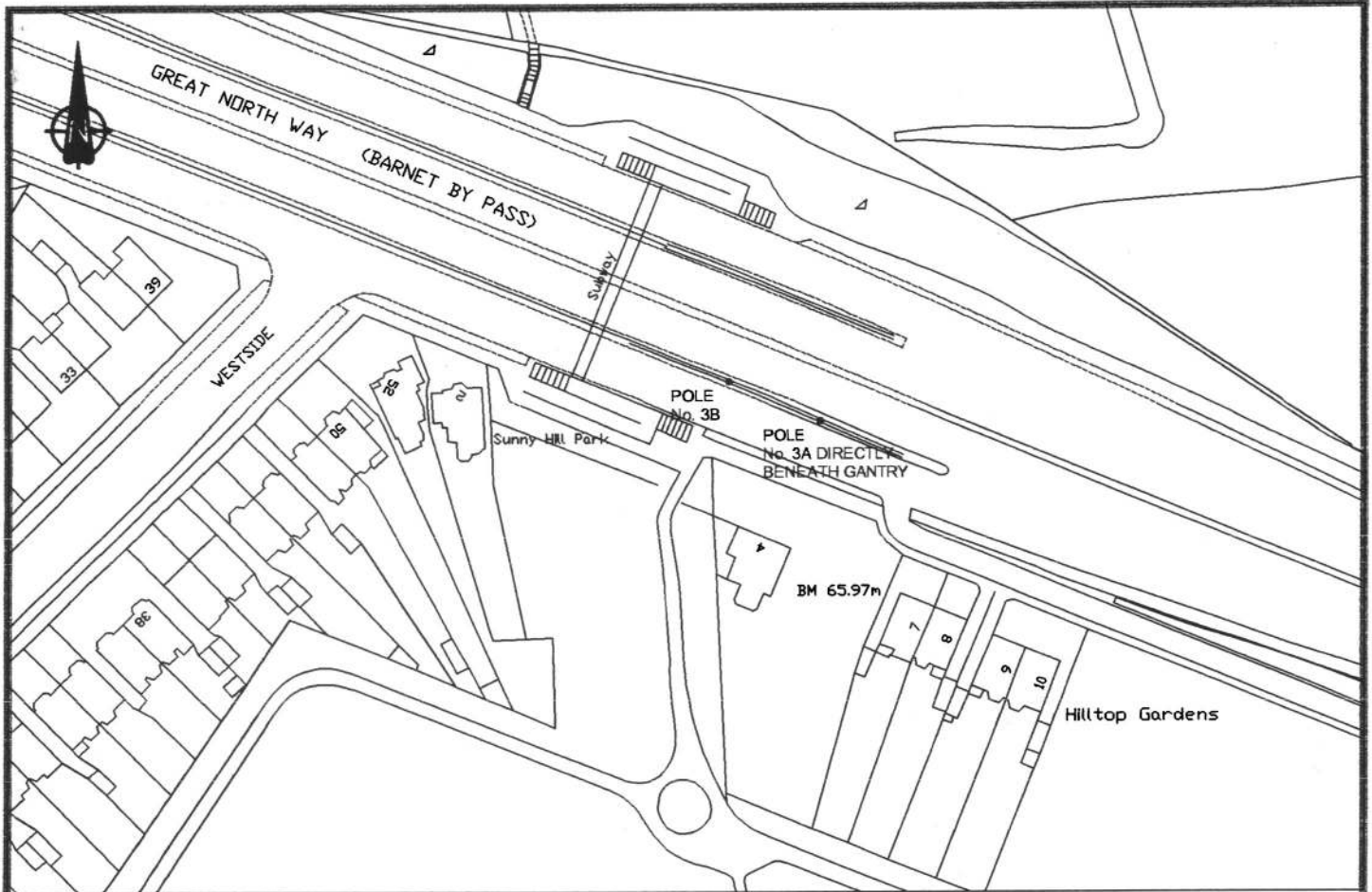
The Apparatus means:

1. One pole at each of the locations listed below marked by a black dot on the annexed plan numbered:-

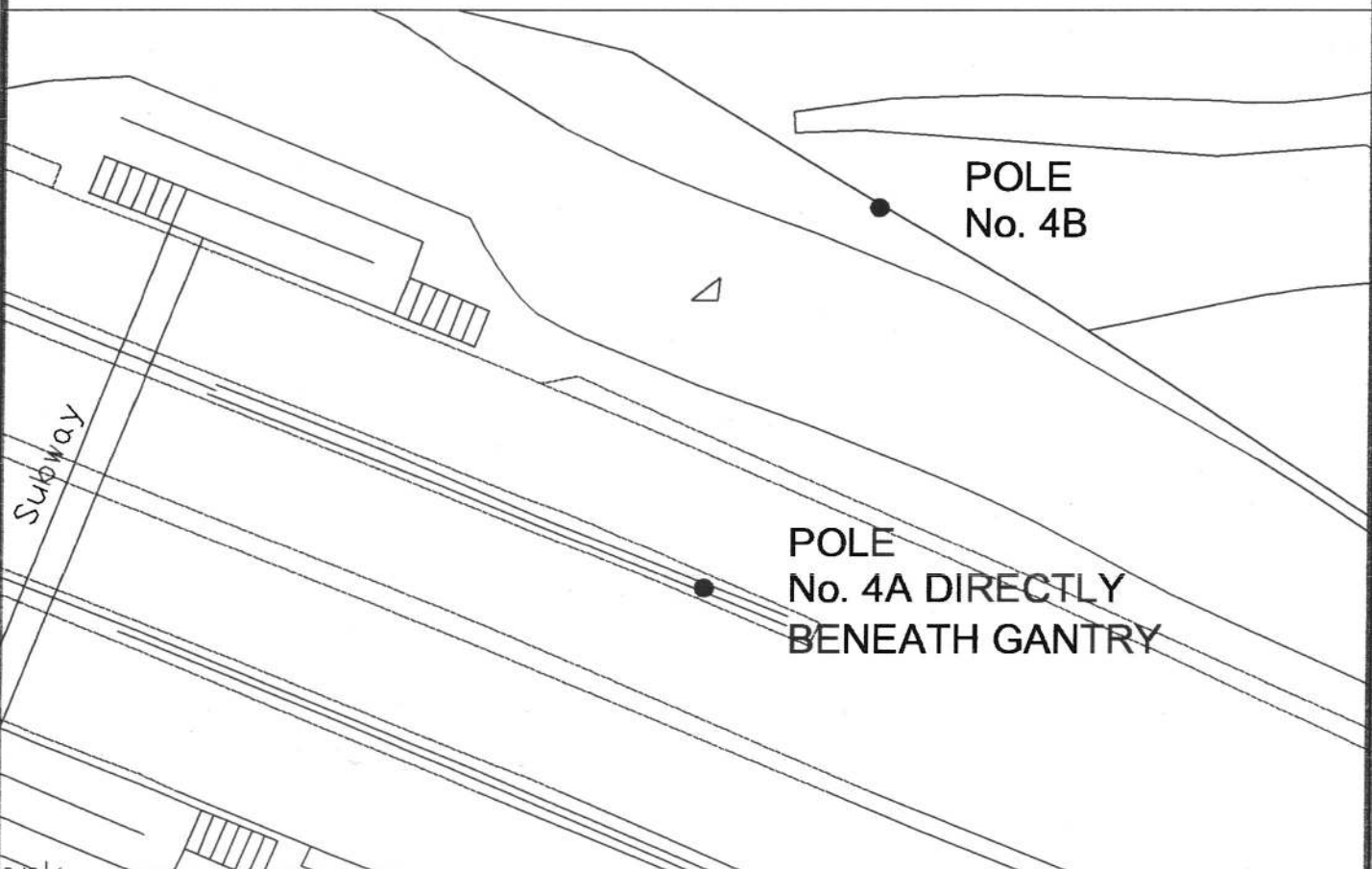
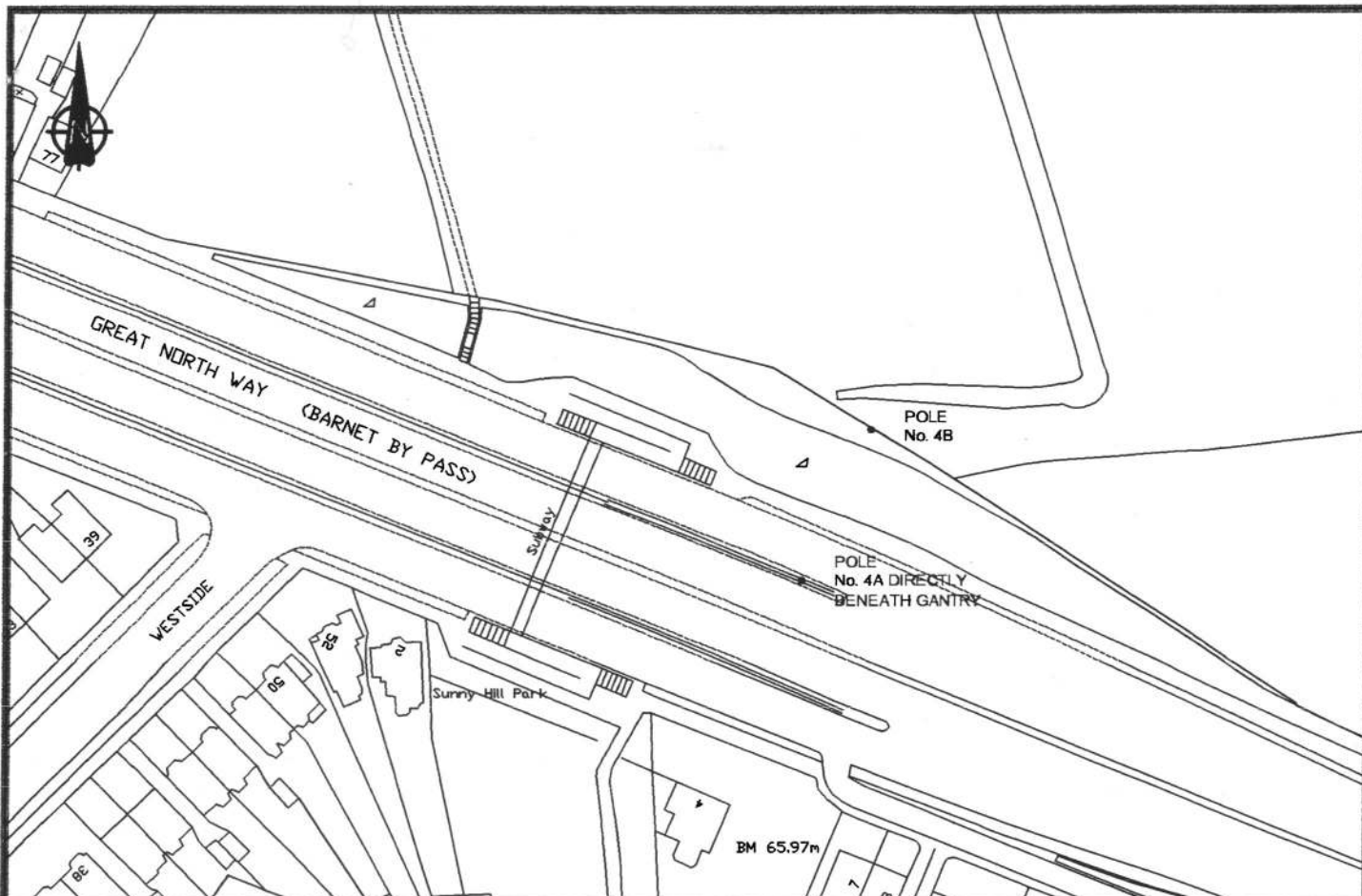
		Pole number
22346/3A	Great North Way NW4 (A1)	3A
22346/3A	Great North Way NW4 (A1)	3B
22346/4A	Great North Way NW4 (A1)	4A
22346/4B	Great North Way NW4 (A1)	4B
22346/17	North Circular road N2 (A406)	17
22346/18	North Circular road N2 (A406)	18
22346/19	North Circular road N2 (A406)	19
22346/32	Aylmer Road N2(A1)	32
22346/33	Aylmer Road N2(A1)	33
22346/34	Aylmer Road N2(A1)	34
22346/53	Hendon Way NW2(A41)	53
22346/54	Hendon Way NW2(A41)	54
22346/55	Hendon Way NW2(A41)	55

2. One wire between each of the locations listed below:-

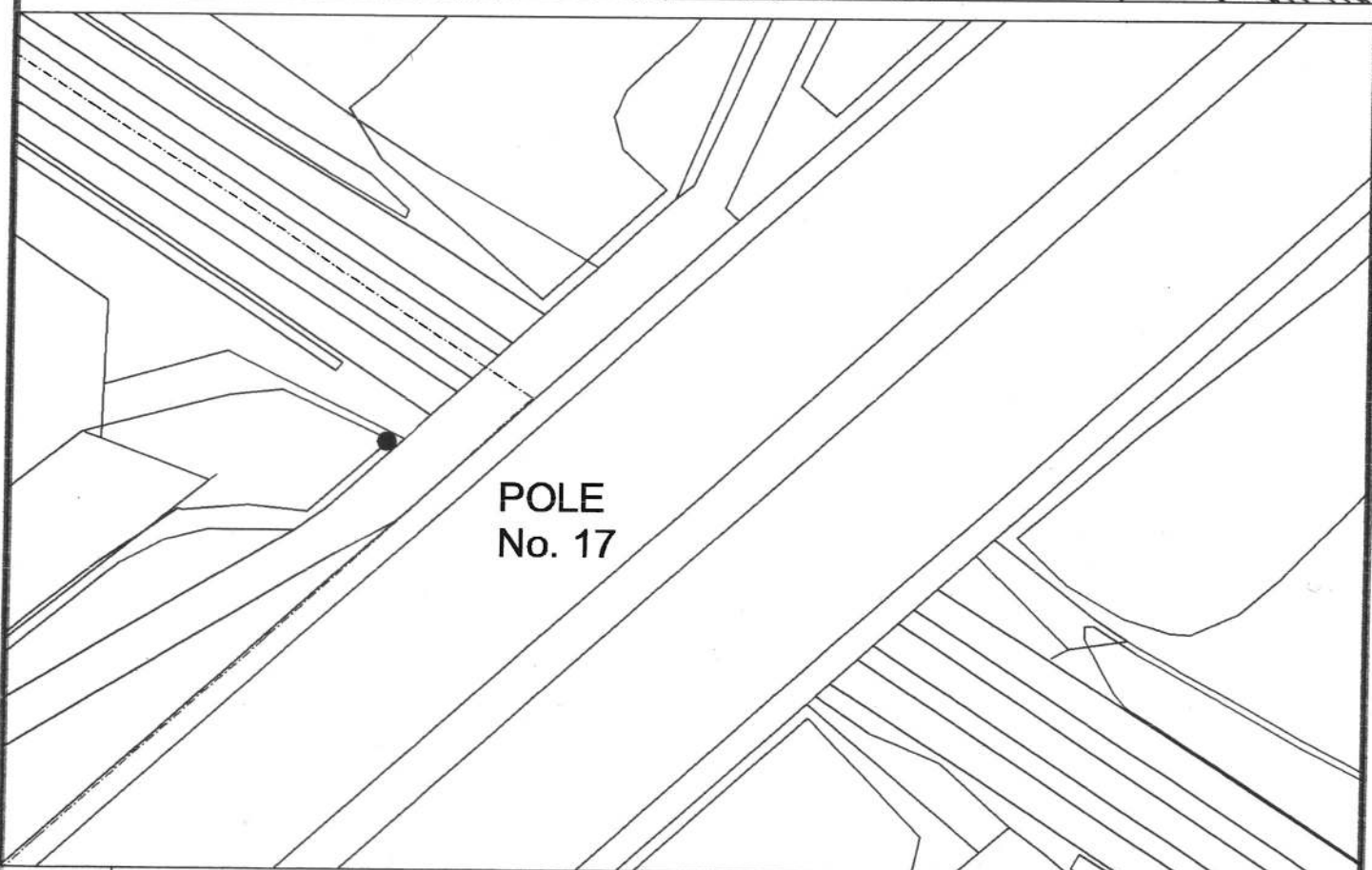
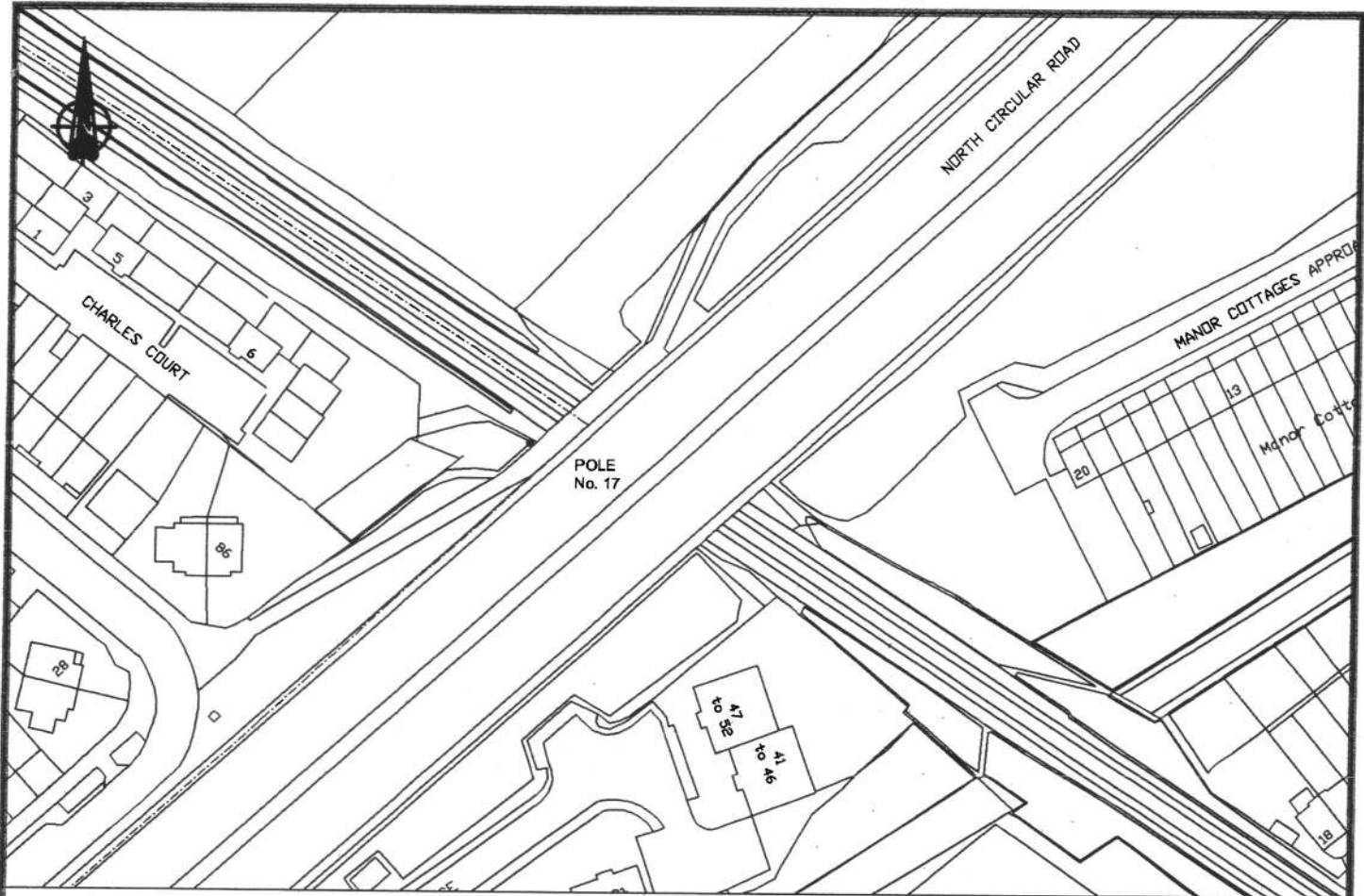
WIRE REF No	Location
3A	Between poles 3A and 3B
3B	Between pole 3B and existing fence on highway reservation
4	Between existing signpost gantry on highway reservation above pole 4A and pole 4B
17-18	Between poles 17 and 18
18-19	Between poles 18 and 19
32-33	Between poles 32 and 33
33-34	Between poles 33 and 34
53-54	Between poles 53 and 54
54-55	Between poles 54 and 55



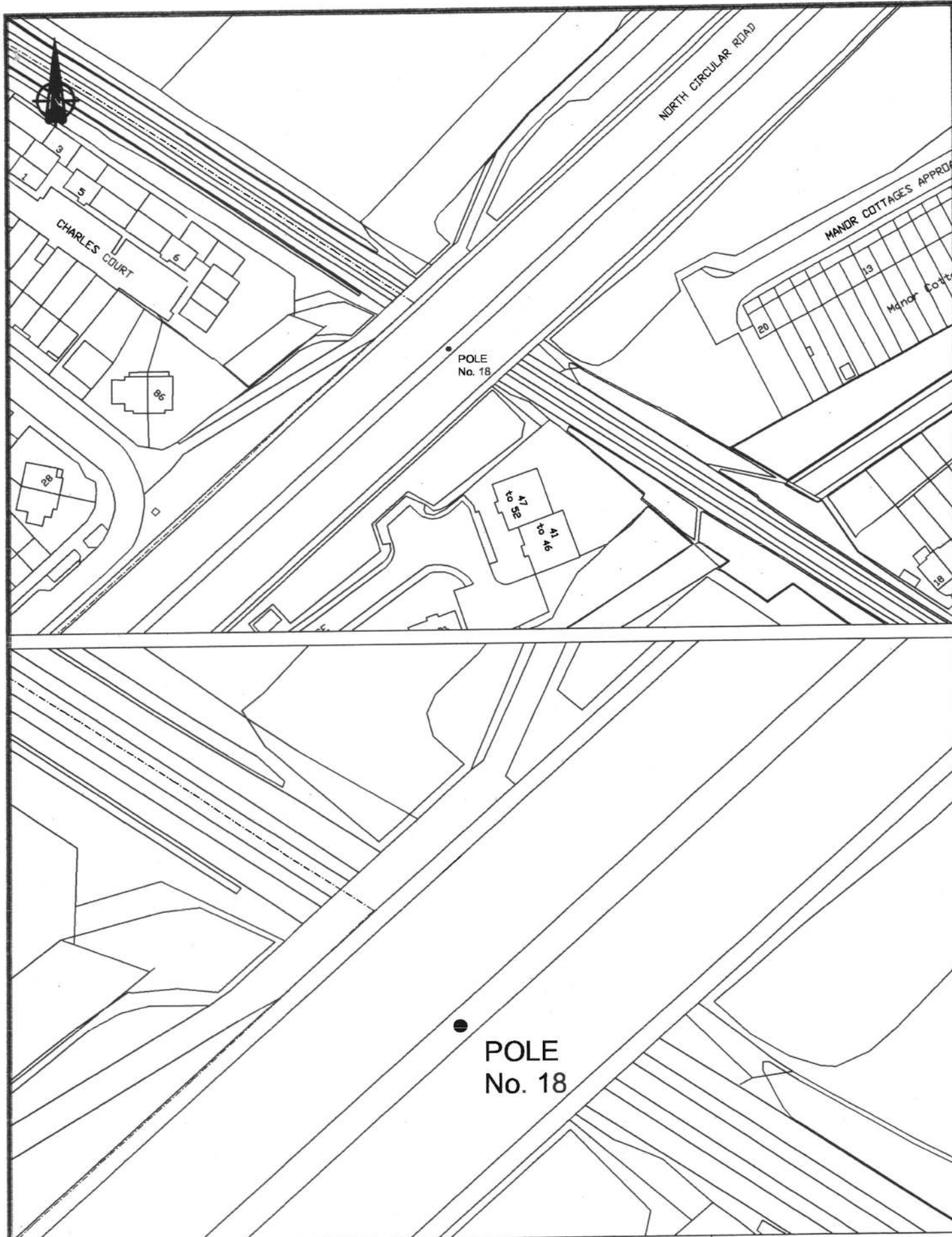
Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE Nos. 3A and 3B GREAT NORTH WAY (NORTH), HENDON, NW4	Paul Chadwick, BSc.(Hons), MRICS, Head of Regeneration	 LONDON BOROUGH OF SURVEY SECTION
Drawn by CB			
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 020 8359 2000	DRAWING No.
Date 21/3/02			22346/3 A
	Scales 1:1250 & 1:500		Acadjob Ref. /draft/22346_3A.dwg



Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE Nos. 4A and 4B GREAT NORTH WAY (SOUTH), HENDON, NW4	Paul Chadwick, BSc.(Hons), MRICS, Head of Regeneration	 SURVEY SECTION
Drawn by CB			
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 020 8359 2000	DRAWING No.
Date 21/3/02			Scales 1:1250 & 1:500
			Acadjob Ref. /draft/22346_4.dwg



Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 17 NORTH CIRCULAR ROAD, EAST FINCHLEY, N2	Paul Chadwick, BSc.(Hons), MRICS Head of Regeneration	 SURVEY SECTION
Drawn by CB			
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Date 19.12.00	Scales 1:1250 & 1:50		Acadjob Ref. /draft/22346_17.dwg



Initiated
by JDK

Drawn
by CB

Checked
by KEB

Date
19.12.00

SCHEME:

THE UNITED SYNAGOGUE ERUV
POLE No. 18
NORTH CIRCULAR ROAD, EAST FINCHLEY, N2

TITLE:

PROPOSED ERUV LICENCE

Scales

1:1250 & 1:50

Paul Chadwick, BSc.(Hons), MRICS
Head of Regeneration

London Borough of Barnet,
Barnet House,
1255 High Road,
Whetstone,
London, N20 0EJ.
Tel. 020 8359 2000

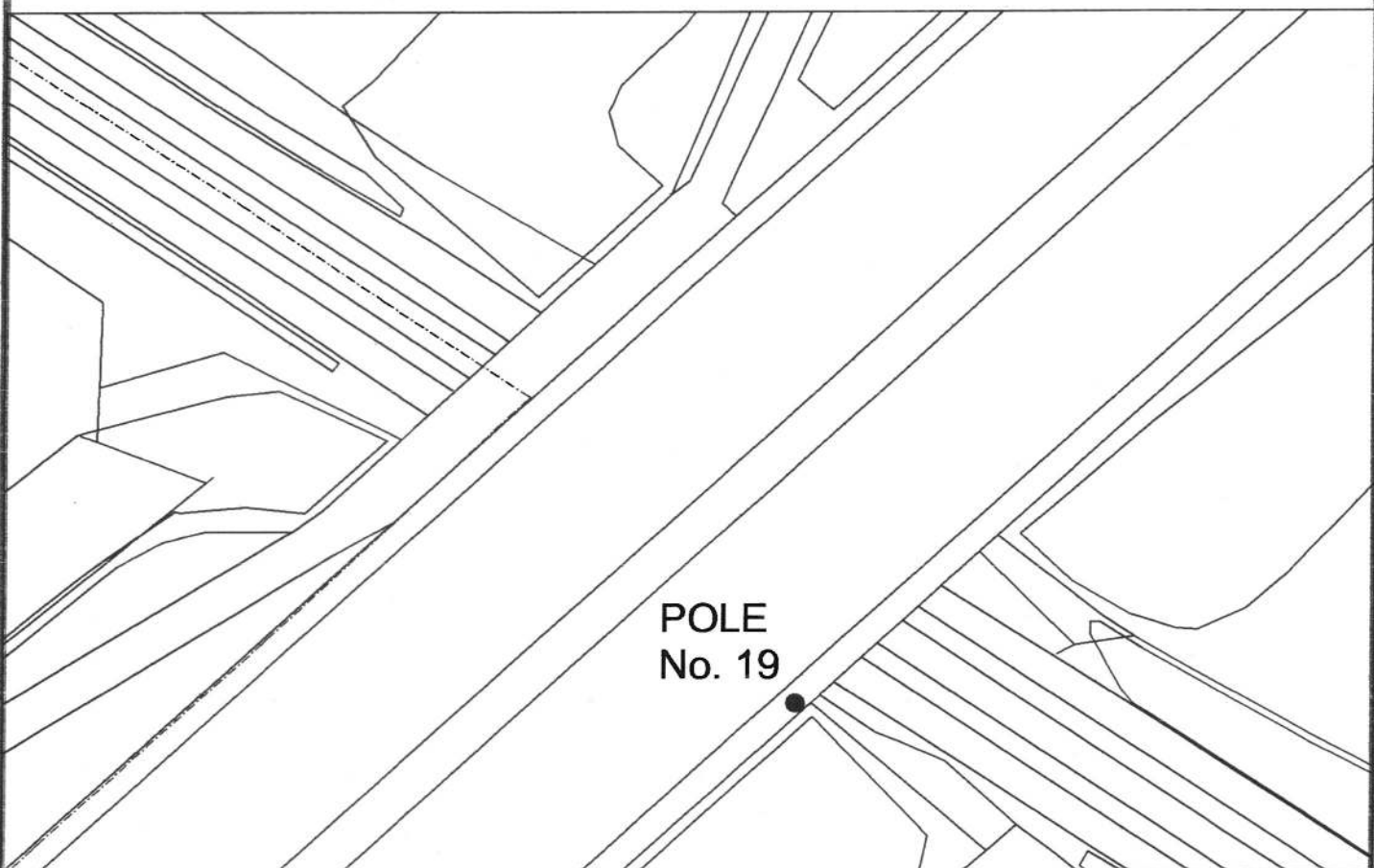
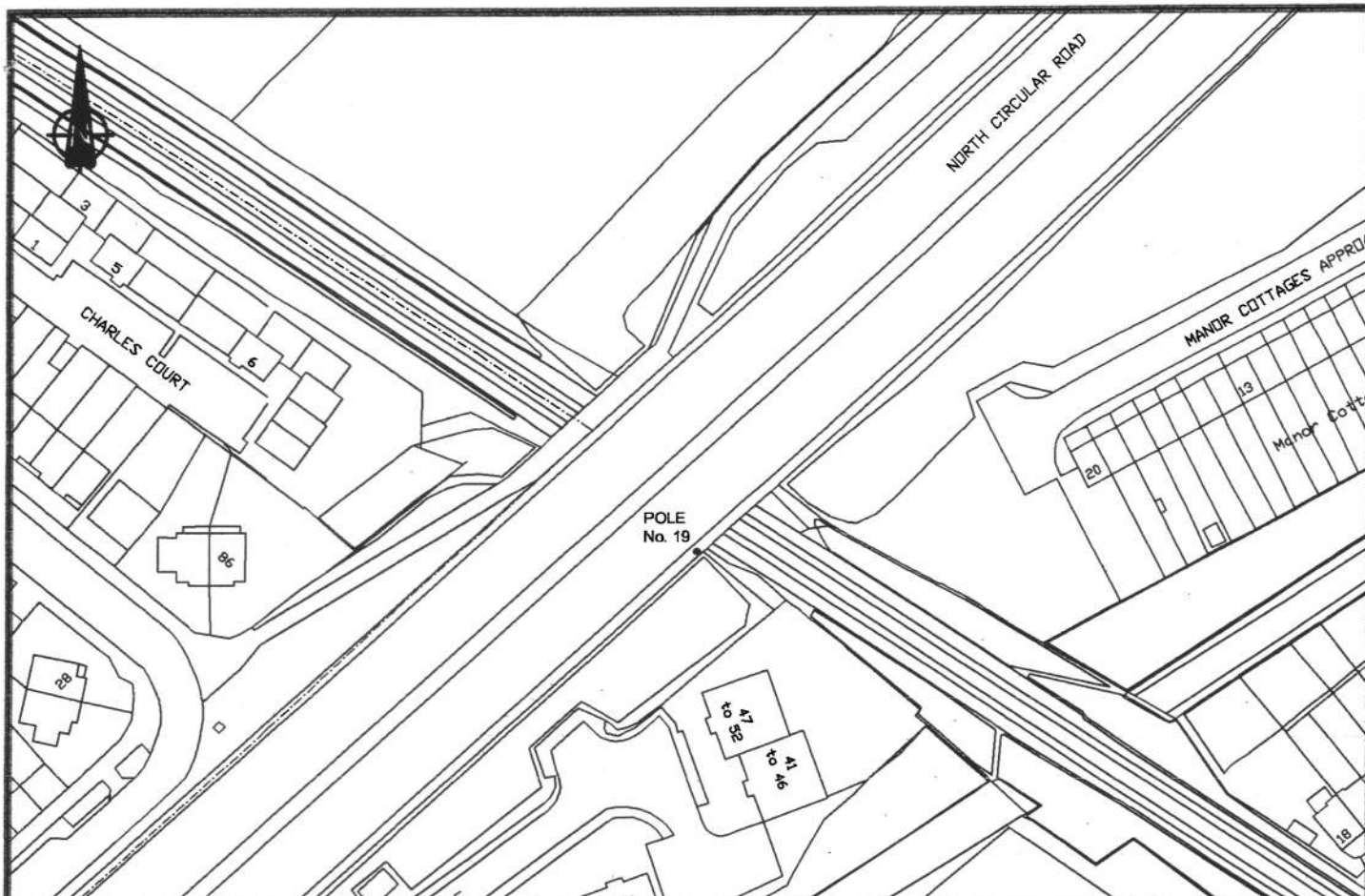
BARNET

SURVEY SECTION

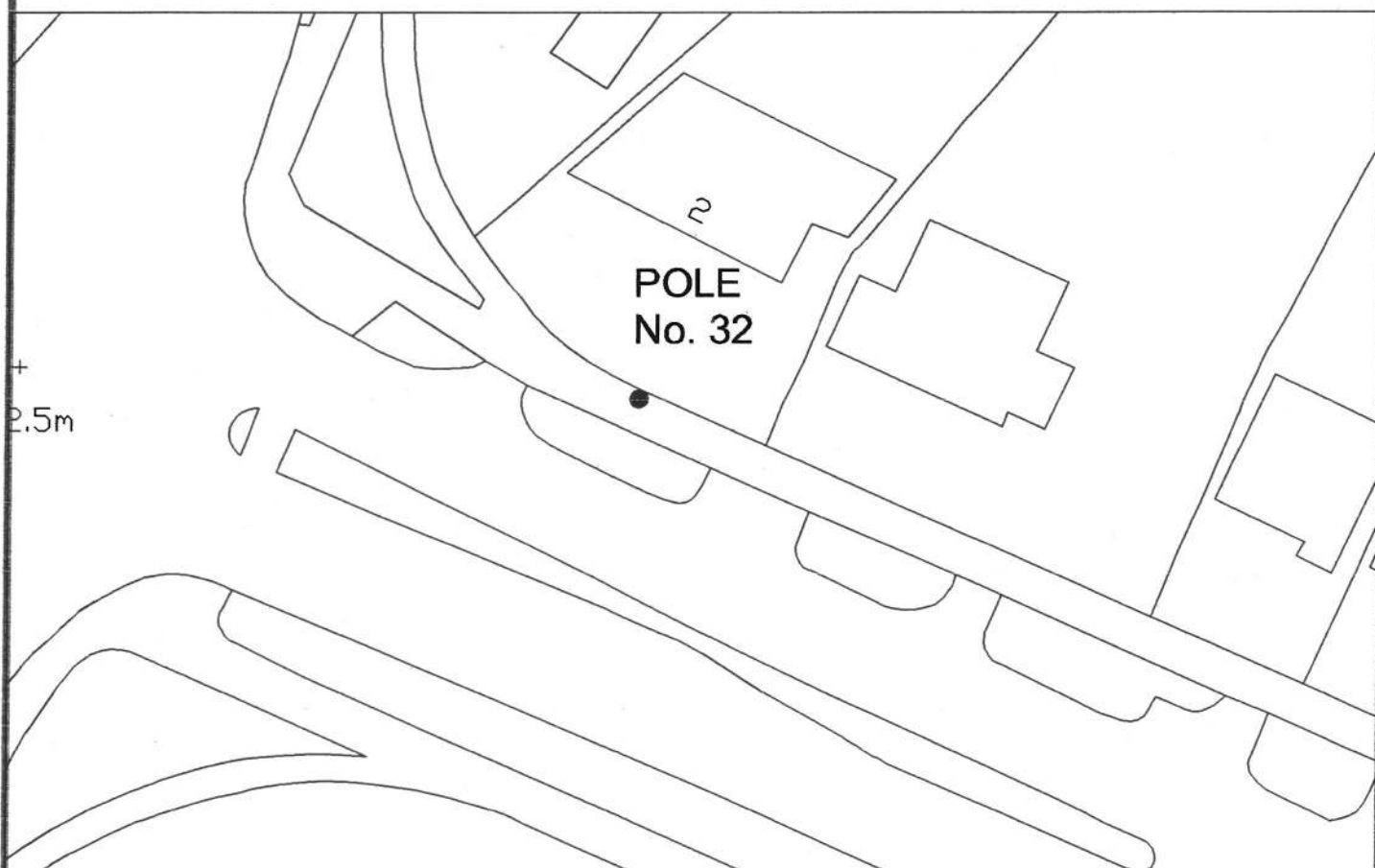
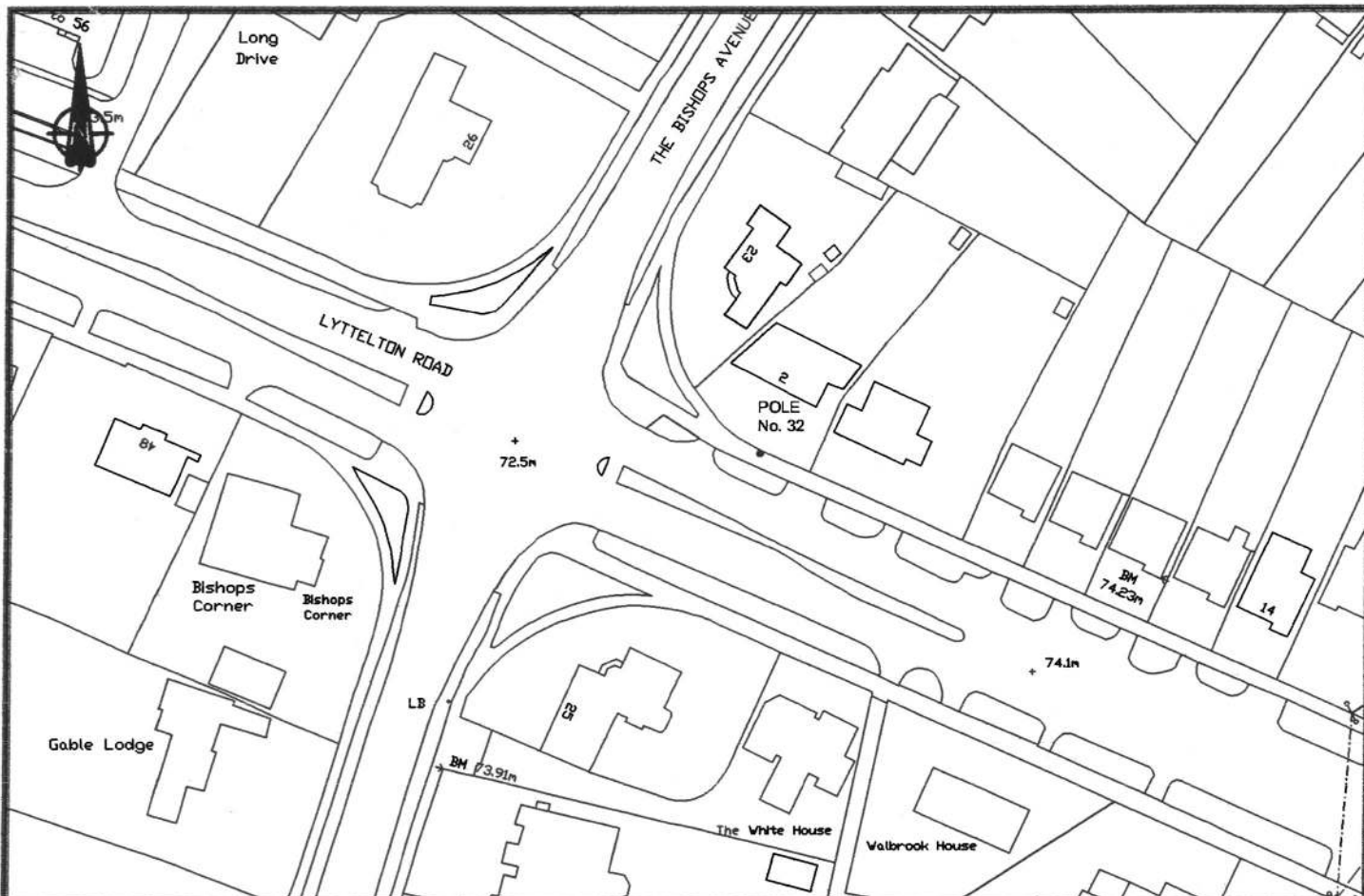
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22346/18

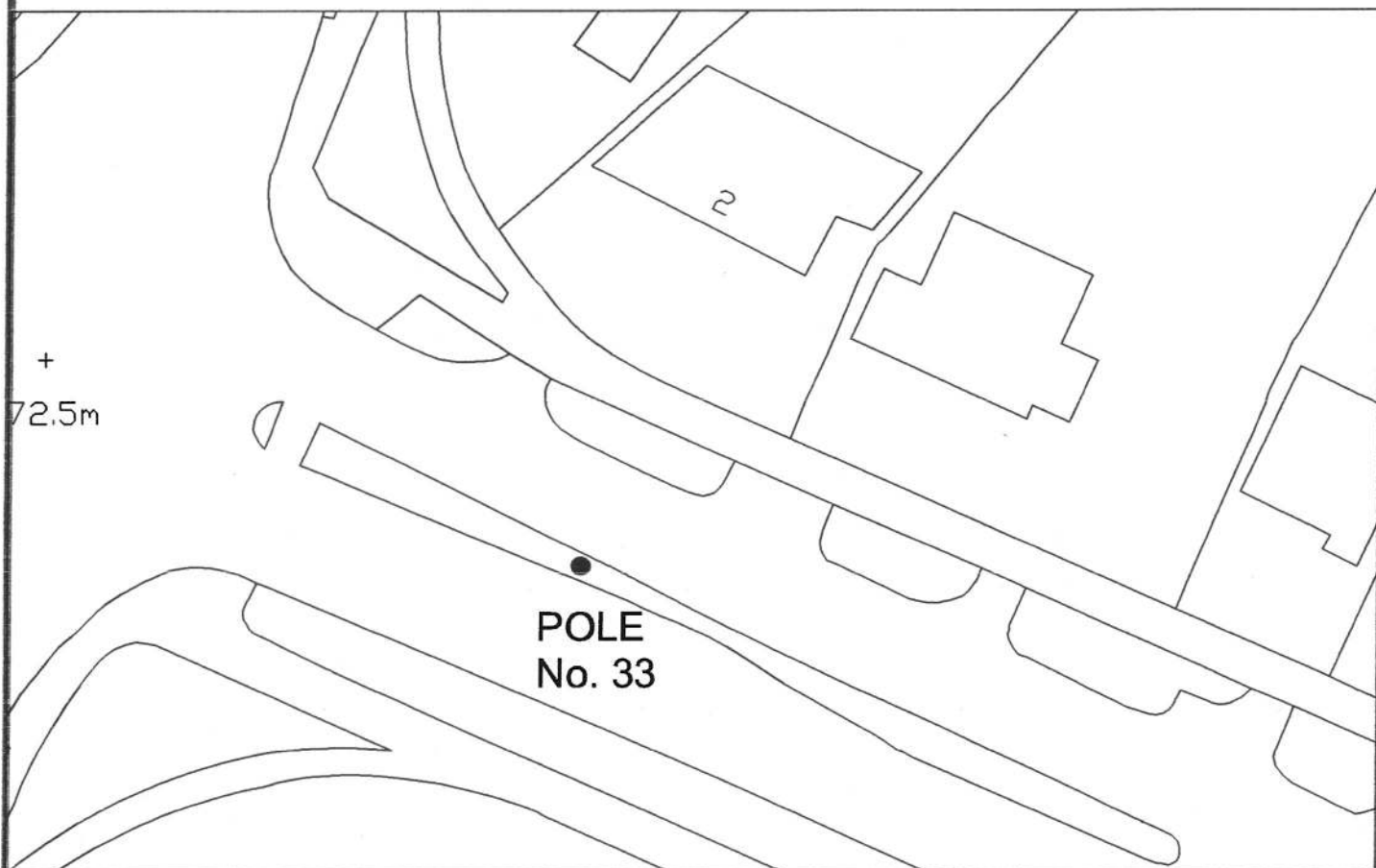
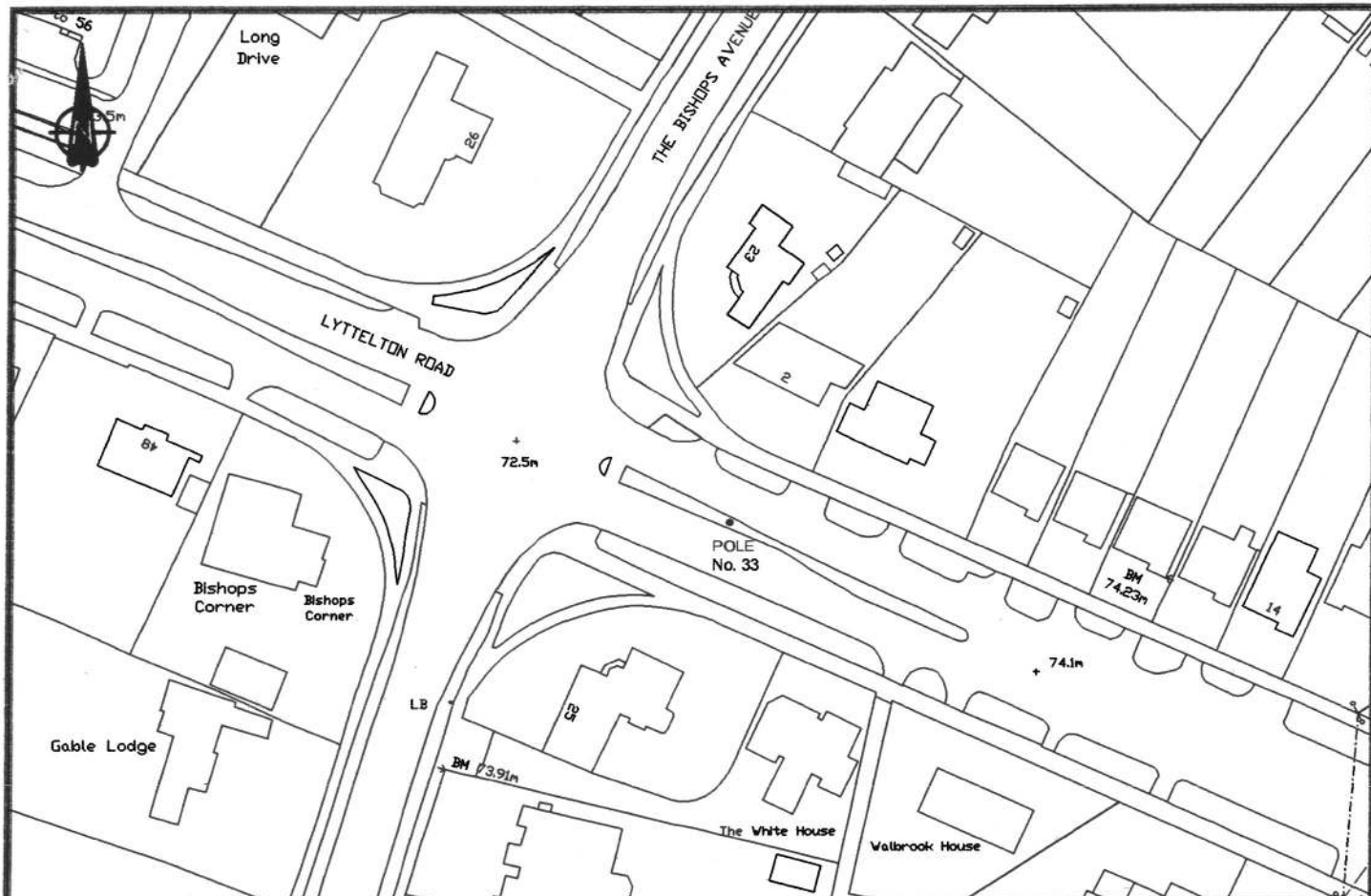
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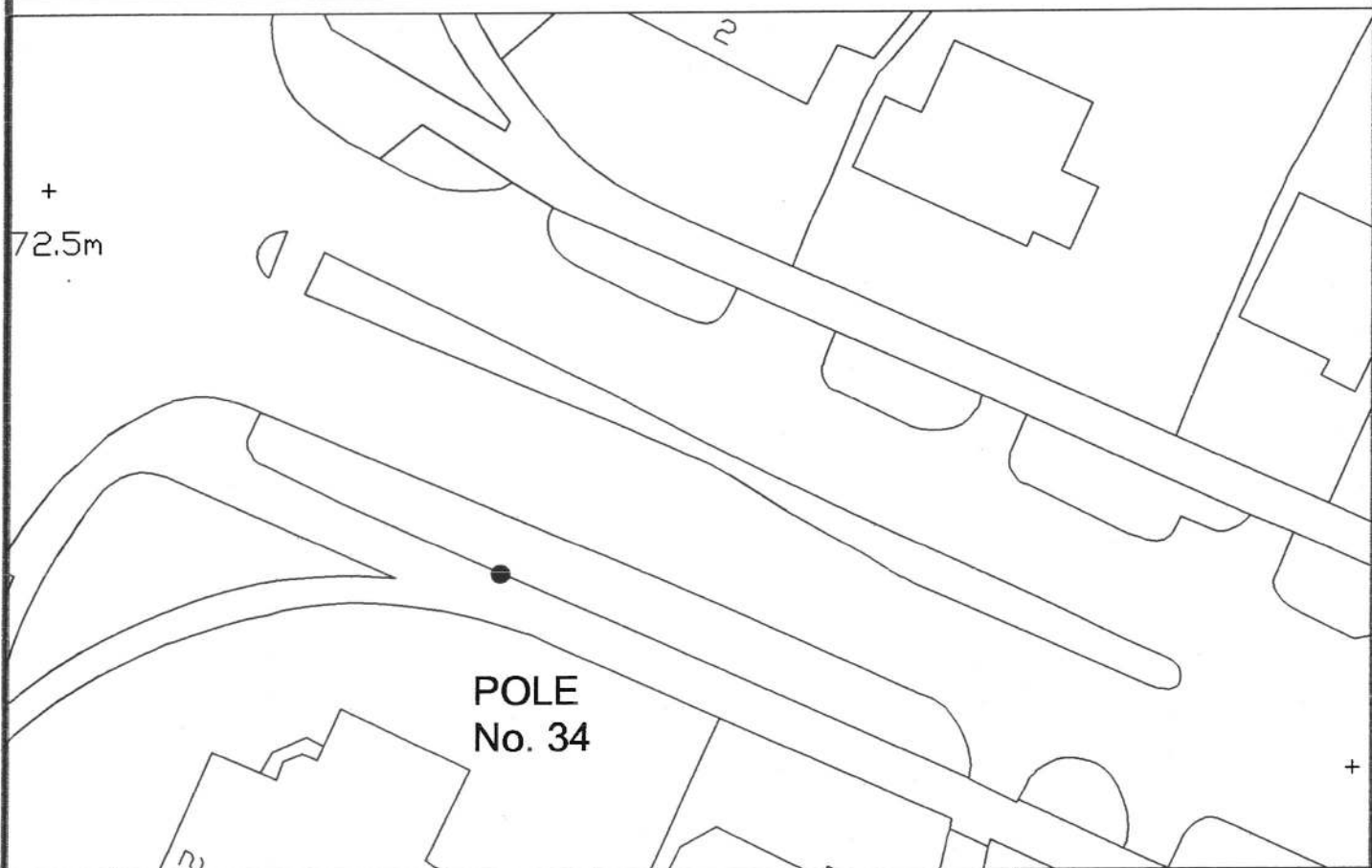
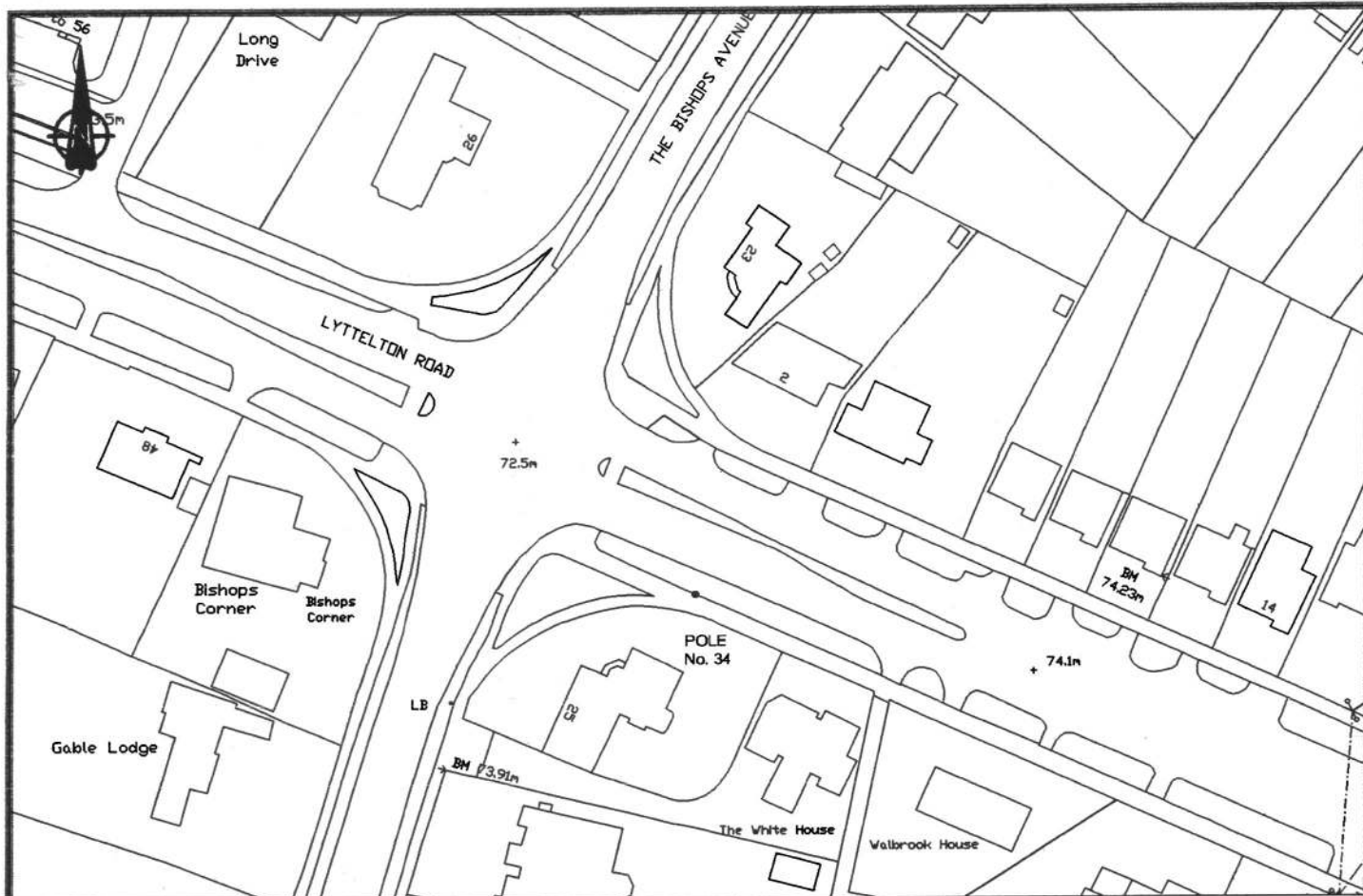
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Drawn by CB			
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 020 8359 2000	DRAWING No.
Date 19.12.00			22346/19
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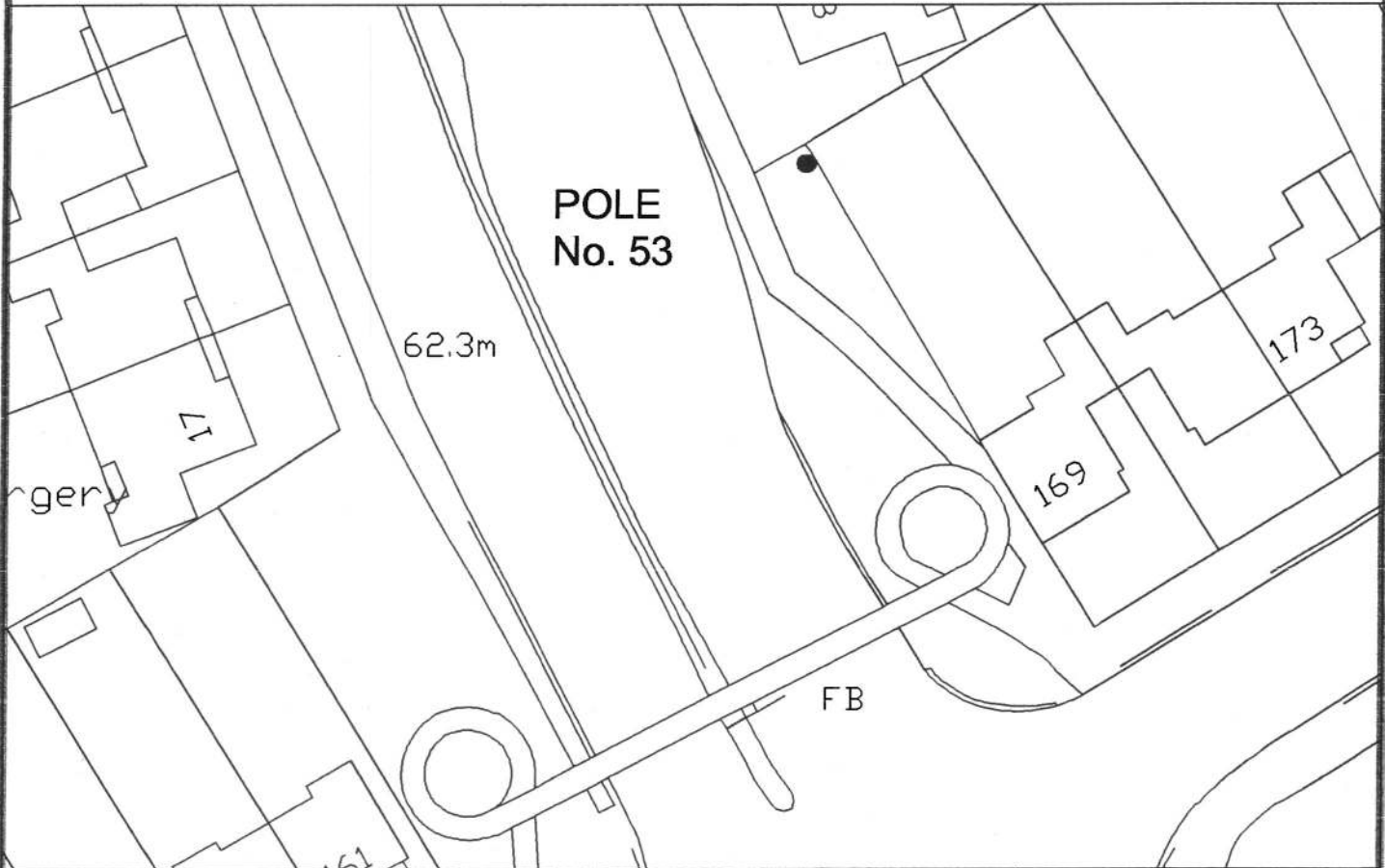
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Drawn by CB				
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Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 33 AYLMER ROAD, EAST FINCHLEY, N2	Paul Chadwick, BSc.(Hons), MRICS, Head of Regeneration	 LONDON BOROUGH OF SURVEY SECTION
Drawn by CB			
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 020 8359 2000	DRAWING No.
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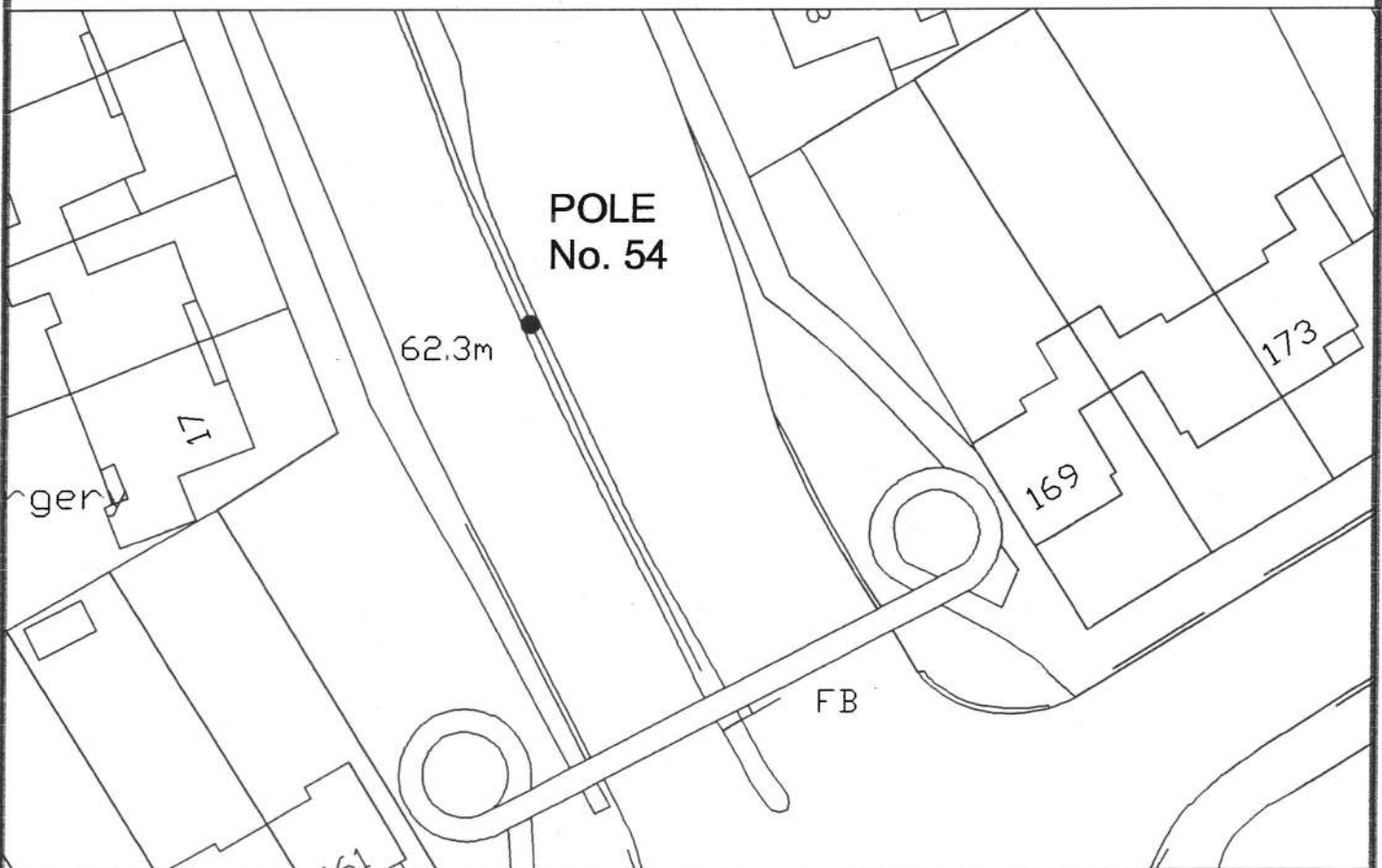
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Drawn by CB			DRAWING No.	
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Date 19.12.00			Scales 1:1250 & 1:50	Acadjob Ref. /draft/22346_34.dwg



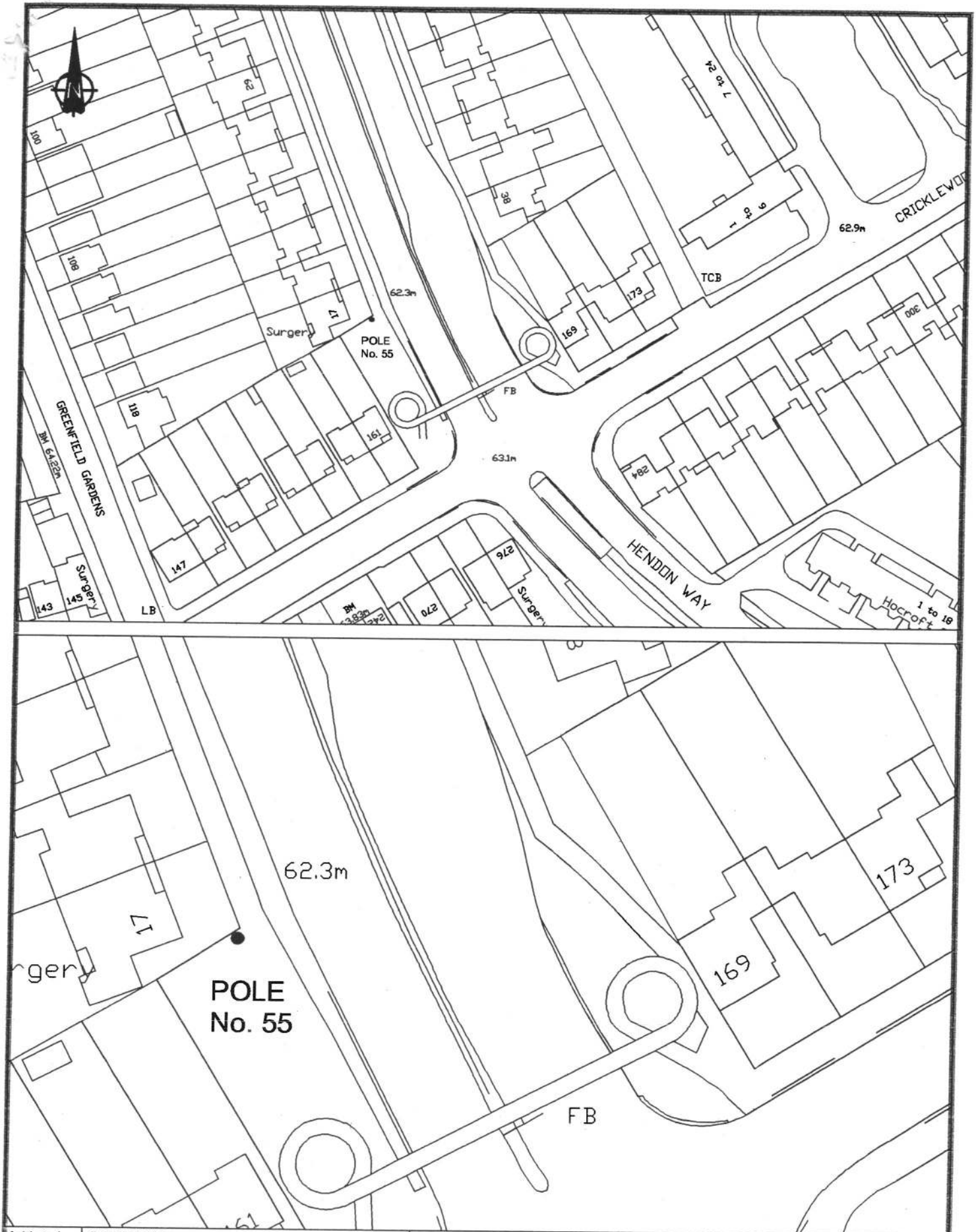
Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 53 HENDON WAY, CHILDS HILL, NW2	Paul Chadwick, BSc.(Hons), MRICS, Head of Regeneration	 LONDON BOROUGH SURVEY SECTION	
Drawn by CB			DRAWING No. 22346/53	
Checked by KEB	London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 020 8359 2000	Acadjob Ref. /draft/22346_53.dwg		
Date 19.12.00				Scales 1:1250 & 1:50

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Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 54 HENDON WAY, CHILDS HILL, NW2	Paul Chadwick, BSc.(Hons), MRICS Head of Regeneration	 LONDON BOROUGH SURVEY SECTION	
Drawn by CB				
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 020 8359 2000	DRAWING No.	
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Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 55 HENDON WAY, CHILDS HILL, NW2	Paul Chadwick, BSc.(Hons), MRICS Head of Regeneration	 SURVEY SECTION
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Checked by KEB	TITLE: PROPOSED ERUV LICENCE	London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 020 8359 2000	DRAWING No.
Date 19.12.00			Scales 1:1250 & 1:50
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