

**AGREEMENT - Contractual Licensing Arrangements
for Royal Mail Street Furniture Installations**

AGREEMENT between:

- (1) Salford City Council ("The Council"); and
- (2) **THE POST OFFICE** ("The Post Office") which expression shall include its business division Royal Mail, and also any successor corporate body in whom the Post Office's operational undertaking shall be vested in pursuance to either a statutory provision or the directive of HM Government.

RECITALS:

1. The Council is the Highway Authority for the City of Salford.
2. The Post Office is a public corporation charged with a statutory duty for the provision of the letter post service in pursuance of which it installs and maintains Royal Mail postboxes and postal pouchboxes ("Royal Mail boxes") at publicly accessible locations.
3. The parties hereto wish to make the following practical arrangements to regulate the installation of Royal Mail boxes at public highway locations within the area for which the Council is the Highway Authority.

OPERATIVE PARTS (1.0, 2.0 AND 3.0 BELOW)

1.0 Installation terms

IN CONSIDERATION of the Council consenting to The Post Office placing and retaining Royal Mail boxes at public highway locations AND IN CONSIDERATION of the several respective agreements by the parties herein contained **IT IS HEREBY AGREED** that where at the request of the Post

Office the Council consents to the installation of a Royal Mail box, then the following terms shall apply:

- 1.1 No installation of a Royal Mail box shall be carried out until:
 - 1.1.1 the Post Office has submitted to the Council details of the proposed installation, (using such a form as the Council may reasonably prescribe,) together with an identification plan showing the location thereof; and
 - 1.1.2 the Council has confirmed its agreement to the proposed installation; and
 - 1.1.3 the Post Office has paid the fee referred to in Clause 1.2 below; and
 - 1.1.4 and in respect of postal pouchbox installations only, the Post Office has obtained planning permission from the appropriate Local Planning Authority for the proposed installation. (Postboxes are "permitted development".)
- 1.2 The Post Office shall pay the Council a fee of £45.00 as an all-inclusive contribution towards administrative and other expenses, including any inspection charges.
- 1.3 The installation of the Royal Mail box shall only be undertaken by an operative accredited in accordance with the New Roads and Street Works Act 1991.
- 1.4 Any contractor acting for the Post Office in connection with its installations shall hold public liability insurance cover of not less than five million pounds.
- 1.5 The Royal Mail box shall be installed by the Post Office at its own cost and in a proper and workmanlike manner and thereafter maintained by it to the standard that it was installed, normal wear and tear notwithstanding.
- 1.6 The Post Office agrees to notify the Council, as soon as reasonably practical, following the completion of the installation of any Royal Mail box.

1.7 The Post Office shall indemnify the Council against any claims or demands whatsoever arising out of the installation of the Royal Mail box, its retention on the public highway, its state of repair, or its use by the general public.

1.8 It is hereby agreed and declared that the fee referred to at Clause 1.2 shall be reviewed by the parties hereto upon the fifth anniversary of this Agreement provided there has not been a review within the preceding five years.

2.0 **Retention and termination terms**

2.1 A consent shall not confer any legal or other rights in the public highway site occupied by a Royal Mail box other than a bare licence which may be terminated in the manner specified below.

2.2 The consent to any one installation of a Royal Mail box may be terminated by either party giving to the other not less than three month's written notice PROVIDED THAT:

2.2.1 Should the Post Office be in breach of the terms upon which a Royal Mail box has been installed and such breach is not remedied within 28 days of receipt of written notice to do so by the Council, then the Council may terminate the consent for that installation;

2.2.2 Should the Post Office cease to use a particular Royal Mail box, the consent for that installation shall terminate without further notice; and

2.2.3 Should the Council require the site occupied by a particular Royal Mail box for the purposes of carrying out highway works, then they may terminate the consent for that installation by giving to the Post Office not less than seven days written notice:

2.2.4 Should the Council require the site occupied by a particular Royal Mail box for the purposes of carrying out emergency works, then the Council may remove the box without notice to The Post Office. In such circumstances the Council shall inform The Post Office of the removal as soon as reasonably practicable. Following completion of

any emergency works the Council shall reinstate the box to the reasonable satisfaction of The Post Office.

PROVIDED ALWAYS and is hereby declared for the avoidance of doubt that the termination of the consent for any particular Royal Mail box in the manner hereinbefore specified shall not affect any other consents for Royal Mail box.

2.3 On termination of a consent, the Post Office shall forthwith remove the Royal Mail box and make good the site to the Council's reasonable satisfaction and in accordance with any applicable statutory standard.

3.0 **General application terms**

3.1 The parties hereto reserve their respective views as to whether or not the New Roads and Street Works Act 1991 does or does not apply to Royal Mail box installations;

3.2 A consent to the installation of a Royal Mail box shall not authorise interference with the apparatus of undertakers as defined in the New Roads and Street Works Act 1991, nor the interference with land and premises outside the control of the Council nor does it operate as a grant of planning permission for any purpose.

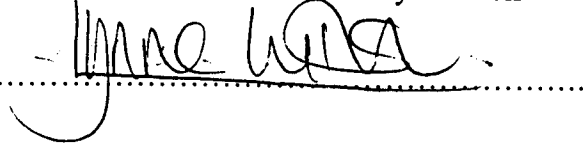
3.3 A consent to the installation of a Royal Mail box shall be personal to the Post Office and non-assignable.

3.4 The Council reserves its right at any time to withdraw from these arrangements upon reasonable notice PROVIDED ALWAYS that such withdrawal shall not terminate or otherwise affect existing consents for Royal Mail box installations.

3.5 Expressions denoting the singular shall include the plural and vice versa.

DATED this _____ day of _____ 200

.....
For and on behalf of the County Council


.....

For and on behalf of the Post Office and its
business division Royal Mail