AGREEMENT PURSUANT TO SECTION 72 ROAD TRAFFIC REGULATION ACT 1984

SUFFOLK COUNTY COUNCIL AND []

Mr Tim Earl Solicitor to the Council & Head of Legal Services Suffolk County Council Constantine House 5 Constantine Road Ipswich IP1 2DH AGREEMENT pursuant to Section 72 Road Traffic Regulation Act 1984 dated this [] day of []

BETWEEN SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("The County Council") and [] ("The Organisation")

WHEREAS

- (1) The County Council by virtue of the Highways Act 1980 and section 50 of the New Roads and Street Works Act 1991 is the highway authority for the County of Suffolk and the Traffic Authority for the purposes of traffic management in the County.
- (2) The Organisation wishes to enter into an Agreement for the purposes of deploying on or near any road, other than a footpath or bridleway, mobile speed indicator devices ("the Devices") for the purpose of alerting drivers to excessive speed on highways within the Organisation's area.
- (3) This Agreement is made pursuant to Section 72 of the Road Traffic Regulation Act 1984(the 'Regulations') and sets out the conditions upon which the County Council grants the Organisation permissions as permitted under the Regulations for the installation of Devices.

THE COUNTY COUNCIL AND [] AGREE:

- 1. The Organisation shall only purchase Devices which are registered against the relevant Traffic Open Products and Specifications (TOPAS) (previously referred to as Department for Transport 'Type Approval')
- 2. The Devices shall be installed and maintained at locations as shall be authorised in writing by an officer of the County Council or their Appointed Agent.
- 3. The Organisation shall, if instructed by the County Council, immediately remove any Device from the highway which is not being operated at an authorised location; retrospective authorisation may be sought.
- 4. The Organisation shall carry out any works specified by the County Council to ensure the installation of any Device in the highway does not prejudice the fabric of the highway, the County Council's duty to maintain the highway or the health and safety of the public.
- 5. The Organisation shall be responsible for the cost of repairing, maintaining or replacing the Devices and shall if necessary repair or replace any Device so as to avoid the Device becoming a nuisance or danger to users of the highway or to any other person including adjoining landowners.
- 6. The Organisation shall ensure that any operations involved in the transportation, installation, use or maintenance of the Device comply with all health and safety procedures, laws and appropriate codes of practise including by way of non-exclusive, for example the provision of high-visibility clothing.
- 7. The Organisation shall ensure the appropriate training, health and safety of any employee, volunteer or contractor engaged on its behalf to carry out any works or operations under this Agreement.
- 8. The Device shall remain the sole responsibility of the Organisation and the County Council shall not accept responsibility for any damage to the Device or interference with such howsoever caused.

- 9. The Organisation shall ensure that the Device will be in one location for no more than 4 weeks at a time.
- 10. The Organisation will indemnify the County Council against any loss or damage arising out of any negligent act or omission of the Organisation and/or its agents acting under its direction in relation to the installation, operation and/or removal of the devices. Such indemnity will be limited to the lesser of £10 million or the amount payable by the Organisation's insurers in respect of any such claim.
- 11. The Device must be placed to minimise the need for working at height, but with a minimum height clearance of 2.3m over a pavement (footway) or 2.5m adjacent to, or above, a cycleway
- 12. The Agreement shall be terminable without fault by either party upon three months written Notice being given by one party to the other at the addresses recorded in this Agreement.
- 13. The County Council may terminate this Agreement without Notice if:
 - (i) The Organisation fails to comply with any of the conditions specified in the Agreement.
 - (ii) The Organisation ceases to use or has abandoned the Device, or intends to do so.
 - (iii) The County Council as Highway Authority considers the withdrawal necessary for the purpose of the exercise of their powers and duties as Highway Authority.
- 14. When the Agreement terminates the County Council may:
 - (i) Remove the Device(s) and reinstate the highway and recover from the Organisation the expenses incurred in so doing; or
 - (ii) If satisfied that the Organisation can, within such reasonable time as the County Council may specify, authorise the Organisation at its expense to remove the Device and reinstate the highway.
- 15. All notices in connection with this Agreement shall be served upon the addressees of the recipient cited at the commencement of this Agreement or such other location as is notified by the receiving party for the purpose.
- 16. This Agreement is made and shall be construed under the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.