

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.

Agreed for and on behalf of Suffolk County Council by

Authorised signatory

And for and on behalf ofby

Authorised signatory

Address