

CEPC STANDARD LICENCE TERMS AND CONDITIONS

The Crown Estate Paving Commission (CEPC) has statutory duties and powers to maintain footways, pavings, street furniture etc. at Regent's Park. Anyone proposing to carry out building works that may result in any encroachment onto the pavings, footways or terrace roadways must first obtain the necessary permissions from the CEPC. Such permissions may be granted by licence or permit and will be subject to conditions and a charge. Applications for a licences should be made to the CEPC, 12 Park Square East, Regent's Park, London NW1 4LH.

LICENCING ARRANGEMENTS

- 1.1. This Licence shall be valid only for the period and for the activities specified on the face of the Licence and provided it has not been revoked by the CEPC. Any extension of the specified Licence period will attract payment of an additional fee.
- 1.2. This Licence is valid only if the required fee has been paid to the CEPC and relevant Licence signed.
- 1.3. In the event of the Licencee wishing to make any alterations to the scope of works, or to carry out additional works, an Addendum Licence must be requested from CEPC. Addendum Licences are issued at the discretion of the CEPC. An Addendum Licence will require an additional payment and this will include any costs incurred by the CEPC in preparing the Addendum Licence, e.g. Surveyor's fees.
- 1.4. Where specified by the CEPC a Returnable Damage Deposit shall be payable. The deposit will be returned on application by the Licencee at the end of the works period and only following an inspection of the works area by the CEPC.
- 1.5. The Licencee hereby undertakes to obtain all the necessary consents from The Crown Estate, Royal Parks, the relevant local authority or other body prior to the commencement of the works.
- 1.6. The CEPC Director shall be permitted to revoke this Licence with immediate effect if the Licencee breaches any of its conditions.
- 1.7. The Licencee shall remove any hoarding, scaffolding, equipment or other installation if so desired by a Police Constable or by the CEPC's Director, Surveyor, Head of Landscape, Head of Traffic and Security or any other CEPC member of staff.
- 1.8. The licence does not permit the posting of advertising signs or notices on any installation or part of any hoarding. Statutory notices and directional notices will be permitted.
- 1.9. The works are to be carried out in accordance with CEPC standard terms and conditions for those working on its estate - a copy of these is attached.

INSURANCE

- 1.10. The Licencee shall maintain at all times during the works third party insurance cover that is appropriate, reasonable and sufficient for the risks involved in the works being undertaken. The Licencee will provide at the request of the CEPC proof of current insurances and the value of the cover.
- 1.11. The Licencee indemnifies the CEPC against all claims arising from accidents or the works undertaken in connection with this Licence including from temporary access and encroachment. This will include claims arising from unloading vehicles, materials and scaffolding, the presence and maintenance and use of the hoarding or scaffolding including its dismantling and removal, and any claims for damage or loss arising from neighbouring properties or other third parties arising from the activities of the Licencee.

PROTECTION OF CEPC PROPERTY

- 1.12. The Licencee shall take appropriate steps protect all CEPC street furniture and garden features, including lamp-posts, kerb-stones, coalholes, pavings, garden surfaces, trees, plants and, fittings, railings or structures against damage from the presence, unloading/loading, maintenance, use or removal of the any equipment or installations or vehicles brought onto the CEPC's estate to carry out the works permitted by this Licence.

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- 1.13. If any damage is known to have been caused to any CEPC property the Licencee shall notify the CEPC immediately by phone or word of mouth. The Licencee will then deliver a written report to the CEPC Director as soon as practicable and within 48 hours.
- 1.14. The Licencee shall not obstruct, foul or block any drain, gully, fire hydrant or utility access point and shall be responsible for keeping clear all drains or gullies adjacent to the works. No washings containing plaster, cement, other solids, paint or other chemicals or materials are permitted to be placed in the road gullies or drains or gardens.
- 1.15. For the protection of pavements and underlying vaults no vehicles of any type, including cherry pickers, are permitted to drive over or park on any pavement without appropriate protection of the paving surfaces and only with specific prior written permission from the CEPC.
- 1.16. The CEPC may require at its discretion the preparation of photographic record of the any relevant pavings, kerbs, roadway surfaces and adjacent street furniture, by the Licencee before the commencement of works and at his own expense. One copy of the photographic record should deposited with the CEPC at 12 Park Square East, NW1 4LH before the commencement of works.
- 1.17. No equipment or materials can be placed on CEPC roads or pavements without appropriate protection measures being applied and prior written agreement of the CEPC being obtained. Asphalt boilers and skips must not be put on unprotected paving or roads.
- 1.18. Not access is granted to any CEPC garden without express prior written permission. Where access is granted, the instructions of the CEPC Head of Landscape concerning the protection of CEPC property must be sought, noted and complied with.
- 1.19. Where these have been specifically permitted by prior written consent of the CEPC, any cranes or equipment having outriggers must deploy them so that they stand on the carriageway only and not on the stone pavements. Appropriate timber baulks or protection plates must be used at all times.
- 1.20. The Licencee shall note that there are various services below CEPC roads, paving and gardens including telephone chambers and ducts, gas, water, electricity, irrigation and drainage installations. The Licencee hereby indemnifies CEPC against any damage or disturbance of these installations and against any claims from third parties arising from any interference with these installations, or the services they provide, whether it is as a result of the present authorised or any unauthorised works undertaken by the Licencee.

SCAFFOLDING & HOARDING

- 1.21. Any scaffolding erected against a property or building, whether fully or partly erected, must be alarmed at all times when left unsupervised, either during the day or at night. The existence of the alarm must be clearly visible from the street.
- 1.22. Ladders or boards or any other means of assisting anyone to climb a scaffolding or hoarding must be removed when the site is left unsupervised. Ladders, etc. which are left accessible onsite and unsupervised at any time are liable to be removed by the CEPC without notice.
- 1.23. The Licencee shall ensure that any hoarding or fencing installed on a pavement or roadway is lit adequately during the hours of darkness.
- 1.24. The Licencee shall ensure that any hoarding, site facilities or other installation is maintained in a secure manner at all times. It must be guarded at night or fitted with an alarm system where this is specified by the CEPC.
- 1.25. Within ten days of the removal of the hoarding the Licencee shall have made good all damage caused to any CEPC property to the satisfaction of the CEPC Director or Surveyor. On the request of the CEPC the Licencee will arrange and/or pay the cost of cleaning-out adjacent road gullies or drains.
- 1.26. The bottom level of the scaffolding shall be at least 2.1 metres above the level of the adjacent kerb-stones or higher where specified by the CEPC.
- 1.27. No scaffolding pole, clip, materials or tools are to be thrown or dropped from height onto the CEPC pavements or roadways.

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- 1.28. The Licencee is to ensure proper protection for pedestrians and vehicles during the erection and dismantling of any scaffolding, by measures including temporary closure of the footpath and suitable barriers, signage, walkways, etc. for pedestrians.
- 1.29. The Licencee will ensure that the necessary spreaders are placed beneath the scaffolding.
- 1.30. Exposed scaffold poles or obstructions at street level that are accessible to passing foot or vehicle traffic should be covered from the ground upwards to a height of at least 200mm with brightly coloured foam covers or wrapped with high visibility tape to ensure that they are easily visible to passing pedestrians.
- 1.31. During the course of the works the contractor must make proper provision for the prevention of debris falling from the scaffold, e.g. by the installation of screening or netting.
- 1.32. The Licencee shall paint the outer faces of hoardings with the colour Dulux Regent's Park Cream at the earliest opportunity, unless otherwise specified or agreed by the CEPC.
- 1.33. The Licencee hereby undertakes to provide board protection to the surface area enclosed within the hoarding and at adjacent access points where they are required to protect the surfaces of the road, kerbs and paving stones.
- 1.34. Where scaffolding and/or hoarding remains on CEPC property, these will be inspected weekly and/or after heavy winds or any other relevant event. Copies of certificate evidence such as inspections to be provided to the CEPC upon request.

EXCAVATIONS

- 1.35. The Licencee shall insure that suitable diversion signage is displayed as appropriate.
- 1.36. The Licencee hereby undertakes to provide all necessary barriers, fences, notices, lighting and safety precautions to protect users of the roads and footpaths to the satisfaction of the CEPC.
- 1.37. The reinstatement of any road or pavement on completion of the works is to be carried out to the specification and satisfaction of the CEPC.

GENERAL

- 1.38. The parking of vehicles on roadways is subject to the CEPC's parking restrictions and requires a specific parking permit separate from any Licence.
- 1.39. Contractors are not permitted to dispose of paint tins, chemicals or other building materials in domestic refuse bins on the estate.
- 1.40. Where specifically agreed with the prior written consent of the CEPC, any equipment or vehicles such as cherry pickers that are left overnight must be surrounded by high visibility barriers and lit at night to the satisfaction of the CEPC. They are left at the Licencee's risk.
- 1.41. The playing of radios or other amplified sound or music that is audible from the street or through a party wall is not permitted at any time. Workmen should avoid the use of persistent shouted instructions on site or on scaffoldings where this can be reasonably avoided.

Where no temporary encroachment on CEPC property is proposed, the below regulations are to be followed in all cases:

- 2.1. No commercial vehicle or contractor's car will be permitted to park on the Estate roads without a permit issued by the CEPC from their office at 12 Park Square East, London, NW1 4LH. Any permit granted may be withdrawn at any time by the CEPC.
- 2.2. No vehicle will be permitted to park on or overrun any pavement. Any vehicle found parked on a pavement will be wheel clamped.
- 2.3. The costs of making good any damage to kerbstones, paving, coal-cellar covers, lamp posts, street furniture or boundary railings will be claimed for in full against the employer and/or contractor.
- 2.4. Pavings, kerbs and coal-cellar covers should be protected against damage with substantial timber board during the course of loading, unloading, access or any other activity other than normal pedestrian use.

- 2.5. No mixing of cement, concrete or plaster, asphalt-boiling or similar work or storage will be permitted on CEPC footways or roads. Should such trespass occur, the full cost of reinstating the marked or damaged paving or other surfaces will be charged against the employers and contractors.
- 2.6. Protection against damage should be provided to lamp posts by the use of substantial timber boarding.
- 2.7. Protection against damage should be provided to coal-cellar covers.
- 2.8. Special protection against damage should be provided to all railings.
- 2.9. The use of skips will only be permitted during weekdays and following the issue of a licence. Skips must be covered by tarpaulin outside working hours, and be appropriately lit during the hours of darkness.
- 2.10. Skip licences can be obtained upon application to the CEPC and upon payment of the appropriate fee.
- 2.11. No debris, builder's rubbish or materials will be permitted on CEPC roads and paving, either as temporary storage or deposited to await collection.
- 2.12. No scaffolding, hoarding or any plant or equipment will be permitted to be used or to encroach onto CEPC roads or footways without the issue of a licence and the payment of a fee.
- 2.13. Drainage channels, gutters etc. must not be blocked or impeded by any action of the contractor, and damage caused by failure to keep drainage runs clear of builder's materials etc. will result in a claim against the employer and/or contractor.
- 2.14. No name-boards, advertisements or any other notices are to be fixed to railings, hoardings, scaffolding or any part of CEPC property.
- 2.15. The employer and/or contractor must indemnify the CEPC against any claim arising from the works being carried out and requiring access over CEPC property. Protection by way of temporary lighting, temporary walkways etc. will be required for anything that might otherwise constitute a hazard to the public. In particular, the paving protection is to be suitably ramped and free from hazard.
- 2.16. All pavings, kerbs, railings, surfaces, planting, street furniture etc are the property of CEPC and may not be removed without CEPC consent. Surplus granite setts, York stone, street furniture etc., whether damaged or not, must be returned to the CEPC yard in Park Square West and at no charge to CEPC.
- 2.17. Upon completion of all works, the Surveyor must be notified and any damage caused to CEPC property made good immediately to the satisfaction of the CEPC. Failure to make good any damage will result in a claim being made for costs against the employer and/or contractor.
- 2.18. Access and exit into and out of the Park for all vehicles, (commercial or goods) with an unladen weight of more than half-tonne is to be agreed in advance by the CEPC acting in co-operation with the Metropolitan Police. Generally larger vehicles should enter/exit the estate via Gloucester Gate although this can be subject to change.
- 2.19. A special licence will be required for any vehicle weighing more than 28 tons. A special licence will be required for a crane of any weight.
- 2.20. Employers and/or contractors should note that Regent's Park is not open to commercial vehicles between midnight and 07.00am, including for deliveries.
- 2.21. No works are to be undertaken:
 - before 8.00am or after 5.00pm on weekdays;
 - after 13.00pm on Saturdays;
 - at any time on Sundays or on public holidays.
 - Noisy works involving drills or compressors is limited to the hours between 10.00am and 2.00pm.At all times, nuisance by noise or otherwise must be reduced or stopped. Failure to comply with this condition will result in parking facilities and licences being rescinded.
- 2.22. No contractor's staff may enter any CEPC garden without specific authorisation.
- 2.23. The CEPC will co-operate at all times with employers and/or their contractors to ensure that works are carried out in a proper and orderly manner and without damage to CEPC property or disturbance to residents.

THE QUICK GUIDE TO CONTRACTOR PARKING

- **Relevant terrace roads are private** - controlled by CEPC.
 - (The Outer Circle is managed by Royal Parks - if you want to park or load on the Outer Circle - speak to The Royal Parks. Note, trade vehicles are **not permitted to park on Pay & Display** on the Outer Circle)
 - Free loading and unloading time is **strictly limited to 15 mins only**.
 - **If you park on the CEPC's terrace roads you must have a permit**. Larger vehicles require a parking suspension.
 - Get your contractor's parking permit for any of the terraces from the CEPC office.
 - Permits are only valid for the terrace on the permit – do not park anywhere else.
 - Only one contractor permit will be issued per property.
 - **You will be clamped if you park on the pavements or double yellow lines**.
 - Clamp release fee is £100.
 - Do no drive on any CEPC footway/pavement.
 - Working hours on the estate are **strictly controlled** to:

Monday to Friday	0800-1700
Saturday	0800-1300
Noisy works - between	1000-1400 only
Sundays & Bank Holidays	No work permitted
- Saturday working is not permitted for works licenced by The Crown Estate