



STANDARD TERMS AND CONDITIONS OF ROYAL DOCKS MANAGEMENT
AUTHORITY (RODMA) T/A ROYAL DOCKS WATERWAYS
FOR ANY AUTHORISED WORKS AND/OR WATER ACTIVITY ON RoDMA
PREMISES

1. In consideration of the Licence Fee and subject to the terms of this Licence the Licensor permits the Licensee during the Licence Period to enter upon and use the Authorised Premises for the Authorised Activity within the Permitted Hours and for no other purpose whatsoever.
2. The rights granted to the Licensee in this Licence are granted on condition that the Licensee does not obstruct, impede or interfere with RoDMA, its employees or agents in the exercise of its rights, including those of possession and control, of the whole of the RoDMA Premises or any other person so entitled to exercise such rights.
3. Unless otherwise stated on the first page of this Licence the Licence Period shall commence on the date of this Licence and this Licence takes effect from that date for the Licence Period or until earlier determination in accordance with this Licence.
4. This permission is personal to the Licensee and may not be assigned or otherwise dealt with and the rights of the Licensee contained in this Licence may only be exercised by the Licensee its employees, agents and visitors.
5. The grant of this Licence gives no proprietary interest whatsoever to the Licensee in any part of the Authorised Premises nor does it confer exclusive possession of the Authorised Premises nor create any relationship of landlord and tenant.
6. Before entering onto the Authorised Premises the Licensee shall pay to RoDMA the Licence Fee (if any) in respect of the Licence Period and the Deposit from which RoDMA may pay or reimburse itself for all and any costs and expenses (including if appropriate insurance premiums) incurred by RoDMA in connection with this Licence.
- 7.(1) If details of the Licensee's third party and public liability insurance policy do not appear on the first page of this Licence the Licensee shall on the date hereof pay to RoDMA the amount of any premium required for insurance against third party and public liability in respect of the Authorised Premises. If details of the Licensee's third party and public liability insurance policy appear on the first page of this Licence the Licensee shall keep such policy in force throughout the Licence Period for a sum insured of not less than the public liability sum (being £5,000,000 (five million pounds)) and shall promptly pay all premiums due and shall from time to time forthwith on demand produce to RoDMA for inspection the insurance policy or a copy thereof and if the Licensee fails to keep such insurance in force as aforesaid the Licensee shall forthwith on demand pay to RoDMA the amount of any premium required for insurance against third party and public liability in respect of the Authorised Premises.
- 7.(2) For the purposes of this Licence the Licensee's third party and public liability insurance policy shall include (but shall not be limited to) insurance against all liability of the Licensee and RoDMA in respect of injury or damage to or loss of property or to any interest therein and injury illness disease or death to or of any person arising from any activity of the Licensee, whether authorised or not, on or about the Authorised Premises or RoDMA Premises or in obtaining access thereto or egress therefrom, such insurance to be for a minimum amount of £5,000,000 (five million pounds) or such other sum as may be advised in writing by RoDMA for any one occurrence or series thereof consequent upon or attributable to one source or original cause, but unlimited in any period of insurance, with legal costs and expenses payable in addition; to be in the joint names of the Licensee and RoDMA; and to include provisions whereby the Licensee and RoDMA are deemed to be

severally insured thereby and insurers are unable to avoid liability thereunder to one party to this Licence by reason of any breach of condition, express or implied, or warranty by the other.

8. The Licensee shall at all times during the Licence Period comply with all the requirements and recommendations of the insurers of RoDMA and of the Licensee and shall not do anything that may cause any policy of insurance to become void or voidable wholly or in part nor (unless the Licensee has previously notified RoDMA and has paid the increased premium) anything whereby any additional insurance premium may become payable and shall fully indemnify RoDMA against any breach of this Clause 8.
9. While on the Authorised Premises or any other premises of RoDMA the Licensee shall comply with all requirements from time to time imposed by RoDMA, the local authority, the fire officer, the public health authority, the police, the Port Health Factory Inspectorate, the Port of London Authority, Civil Aviation Authority, Marine Maritime Organisation, Maritime and Coastguard Agency and/or any other competent body or authority, as appropriate.
10. During the Licence Period the Licensee shall comply with all statutory requirements and all requirements imposed by or under any statute, bye-law, regulation or order including where appropriate current Notices to Mariners (available from the Port of London Authority) and without prejudice to the generality of the foregoing the Licensee shall in particular make appropriate arrangements for rescue (if operating on or near the water) and protection of quay sides whether required by statute or not.
11. The Licensee shall carry out no activity nor do anything on the Authorised Premises not specifically authorised by this Licence and in particular (but without limitation) the Licensee shall not permit any swimming or diving use on the Authorised Premises and no power boats shall be used save for authorised safety boats.
12. Where the Authorised Activity includes any building construction engineering drilling boring mining or other works the Licensee shall:-
 - (a) obtain all necessary permissions, consents and approvals from the local or any other competent authority or body and comply with all published codes of practice relating to the carrying out of such works.
 - (b) in the course of such works cause no damage to any of RoDMA's premises not inherently essential in the carrying out of the Authorised Activity and in any event before leaving RoDMA's premises thoroughly make good any damage caused to the satisfaction of RoDMA.
 - (c) on completion of such works unless specifically requested to do otherwise by RoDMA remove any such works.
13. RoDMA assumes no responsibility or liability for the state or condition of the Authorised Premises or their suitability for the Authorised Activity and the Licensee shall carry out all necessary investigations and risk assessments to satisfy itself as to such state and condition and suitability. RoDMA continues to be responsible for the state and condition of the remainder of the RoDMA Premises outside of the Authorised Premises.
14. The Licensee enters the Authorised Premises at its own risk and RoDMA will be under no liability to the Licensee or its agents, servants, employees, guests or others on the Authorised Premises with the consent of the Licensee and the Licensee agrees to indemnify RoDMA against any actions, proceedings, claims, demands, losses, damages, costs, expenses and liability for damage or injury to any person or property occurring on the Authorised Premises or in obtaining access or egress therefrom and arising, inter alia, directly or indirectly from or in connection with this Licence or the entry of the Licensee on the Authorised Premises or the Authorised Activity (excluding any liability which arises from or in connection with the state and condition of other parts of the RoDMA Premises outside of the Authorised Premises for which RoDMA remains liable).



15. RoDMA shall be under no responsibility to provide any statutory services including (but not limited to) water, gas, electricity or mains drainage and the Licensee shall not introduce or connect with such service without the prior approval of RoDMA and the provision of any such services shall remain the sole responsibility of the Licensee.
16. In carrying out the Authorised Activity the Licensee shall cause no inconvenience, nuisance, annoyance, disturbance, damage or injury to RoDMA or any other person including other water and dockside users or to the property of RoDMA or the property of any other person.
17. The Authorised Premises is to be kept free from all equipment, debris and obstructions.
18. The RoDMA Premises contains dangerous structures and areas of deep water. The Licensee, their invitee's, employees and guests must exercise special care and attention at all times.
19. The Licensee shall be responsible for all rates, taxes and other outgoings imposed or charged in respect of the Authorised Premises during the Licence Period and shall indemnify RoDMA from and against all liability in respect thereof.
20. The Licensee shall ensure that no damage or injury is caused to any road or other area leading to or giving access to the Authorised Premises or to the dock walls adjacent to the Authorised Premises and if such road or other area or dock wall shall be damaged RoDMA shall be entitled to require the Licensee forthwith either at the Licensee's expense to repair and make good the damage to the satisfaction of RoDMA or to pay to RoDMA on demand the cost of repairing and making good such damage.
21. The Licensee shall not carry out or suffer or permit to be carried out any repairs to any vehicles or vessels standing on the Authorised Premises during the Licence Period.
22. The Licensee shall take all reasonable and proper precautions against fire or explosion occurring on or in the Authorised Premises and shall indemnify RoDMA from and against all damage, loss, costs, expenses and liability to the Authorised Premises or RoDMA Premises or the property of any person for the time being therein arising out of or occasioned in the course of use, movement or presence of any motor vehicles or vessels thereon or therein.
23. The Licensee shall ensure that at all times during the Licence Period the Authorised Premises are kept secure against entry by unauthorised persons.
24. The Licensee shall not deposit any litter, rubbish or waste of any kind or discharge any oil, grease, diesel or other noxious or deleterious substance into the Authorised Premises or RoDMA Premises and at the costs of the Licensee use its reasonable endeavours to keep the Authorised Premises free from debris, rubbish and flotsam and to ensure that the Authorised Premises are not polluted in any manner.
25. The Licensee shall co-operate with RoDMA over the maintenance of fixed safety equipment with the intention of ensuring that vandalised or damaged equipment is replaced promptly.
26. The Licensee shall comply and shall ensure that all persons using the Authorised Premises comply with the terms of the Dock Regulations, London Docklands Development Corporation Act 1994 Byelaws this Licence and all other regulations which may be made from time to time by RoDMA for the management of the RoDMA Premises and for the avoidance of doubt in the event of any conflict between the provisions of this Licence and aforementioned Dock and other regulations the later shall take precedence over the provisions hereof.
27. The Authorised Premises shall not be used outside the Permitted Hours except in the case of emergency or as requested and approved in writing by RoDMA (such approval to be at RoDMA's discretion).
28. The Licensee shall notify RoDMA of any material abnormality in water levels or any incidents of pollution as soon as the same come to its notice.



29. Without prejudice to the generality of the foregoing the Licensee shall in particular make appropriate arrangements for water safety in respect of the Authorised Premises and during the Authorised Activity during the Licence Period.
30. The mooring without prior written consent (such consent to be at the complete discretion of RoDMA) of any craft or vessel (other than rescue craft and vessels (and sailing dinghies)) on the Authorised Premises is expressly prohibited.
31. The Licensee must not do or omit to do anything which might cause RoDMA to be in breach of its covenants and the conditions contained in a lease of the RoDMA Premises dated 28 September 1990 and made between (1) London Docklands Development Corporation and (2) RoDMA (the “Lease”).
32. On the expiry of the Licence Period or earlier termination of this Licence the Licensee shall vacate the Authorised Premises and the RoDMA Premises and remove all equipment and property belonging to it or to any person on the Authorised Premises or the RoDMA Premises with its authority and shall leave the same in a good, clean and tidy state and condition and in no worse state or condition than at the commencement of the Licence Period and shall forthwith make good all damage occasioned to the Authorised Premises or the RoDMA Premises.
33. If there is any period of notice stated to be given by RoDMA and/or the Licensee on the first page of this Licence then RoDMA or if appropriate the Licensee may determine this Licence before the end of the Licence Period by the giving of such notice in writing at the expiry of which the Licence hereby given shall cease and determine.
34. The Licence hereby given shall cease forthwith and without notice being given in the event of:-
 - (a) any breach of the terms of this Licence by the Licensee; or
 - (b) should the Licensee enter into receivership, liquidation or be adjudicated bankrupt.
35. If no period of notice is stated on the first page of this Licence and the Licence Period is longer than one month either party may determine this Licence on the giving to the other of one month's notice in writing at the expiry of which the Licence hereby given shall cease and determine.
36. If at any time it shall be necessary for RoDMA to carry out any repairs or other works to the RoDMA Premises (including the Authorised Premises) or any services in the RoDMA Premises, where it is not possible for the Licensee to continue to use the Authorised Premises for the purposes of the Authorised Activity, then this Licence may be temporarily suspended for the period of such repairs or other works but the Licensor shall use all reasonable endeavours to minimise the period of suspension and to provide alternative space for use by the Licensee.
37. Any notice or notification served or given under or in connection with this Licence shall be in writing.
38. Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices required to be given or served under this Licence.
39. RoDMA may determine this Licence forthwith without notice at any time in the event their Lease is terminated.
40. Any termination of this Licence shall be without prejudice to any claim or other right of action vested in RoDMA in respect of any breach by the Licensee of the provisions of this Licence.
41. Where more than one person is named as Licensee the liability of such persons shall be joint and several.