

**Transport for London** Surface Transport Roads

Palestra 197 Blackfriars Road London, SE1 8NJ

www.tfl.gov.uk

## STANDARD CONDITIONS FOR HIGHWAY CONSENTS

1. <u>Fees</u>

Any fees payable in connection with applications for highway consents relate to the recovery of costs for the consideration of the application and are levied irrespective of whether or not any consent is subsequently granted. Fees are levied in accordance with Transport for London's (TfL) standard scale of charges for highway consents which are applicable at the time of application.

## 2. Duration

All activities are to be restricted to dates and times detailed in the consent. Should equipment or materials be retained on the highway outside of these times, then TfL may remove them and the applicant is liable to meet any costs which TfL incurs. The applicant must notify TfL when the Activity has ceased.

## 3. Minimising the impact of the activity.

All activities should be undertaken in a prompt and efficient manner and any equipment, or materials are to be cleared from the highway at the earliest practicable moment in time. Should the activity be suspended, then all equipment and materials will be cleared from the highway for the duration of the suspension.

## 4. Limited extent of the activity

All activities will be constrained to the areas specified in the consent. Should equipment or materials be deposited outside of such limits, then TfL may remove them and the applicant is liable to meet any costs which TfL incurs.

## 5. Damage to the Highway

The applicant will take due care to ensure that the activity subject to the consent does not cause damage to the fabric of the highway, highway planting or street furniture. The applicant will reimburse TfL for the cost of repairing any such damage.

# 6. Activities to cease and cleared on instruction from TfL.

Irrespective of license condition 2, all equipment and materials are to be cleared from the highway at such times and for such durations as may be determined by TfL and at its sole discretion. Such instructions may be issued, but not limited to, facilitating urgent works, responding to emergencies, or to accommodate events or other activities affecting use of the highway.

## 7. <u>Safety Considerations</u>

All activities will be undertaken in a safe manner in accordance with industry good practice. In particular, where the activity involves building operations undertaken at height, then all materials are to be carefully raised or lowered and no materials are to be thrown to the ground. Wherever any activity extends above live traffic, then the minimum required headroom is 6m over the carriageway and 2.4m over the footway. Any catenaries strung across the highway shall include sacrificial joints to prevent structural damage in the event of vehicle impact. Special precautions are to be undertaken to minimise the generation of dust and to capture any airborne dust generated by the activity. No fires are to be lit on or adjacent to the highway which may have safety implications to highway users. All equipment and installations will be routinely maintained so as to ensure it is fit for purpose and the applicant will make inspection and maintenance records available to TfL on demand.

## 8. Indemnity and PL Insurance

The applicant indemnifies TfL against any and all claims which may arise as a consequence of the activity for which the consent is granted and that liability is unlimited. TfL will require liability to be supported by evidence of Public Liability insurance to a value of £10m, but applicants acknowledge that they are potentially exposed to claims beyond that value.

## 9. Consent to be available for inspection

All consents and conditions are to be readily available at the site for inspection by duly authorised representatives of TfL, the police or other statutory bodies at all times.

## 10. Revocation

Should the applicant breach any condition of the consent, then TfL may revoke it at its sole discretion. The applicant remains liable for any costs or charges relating to other conditions of the consent.

# 11. Recovery of Costs by TfL

Any costs recoverable from the applicant will be processed as a debt, within 14 days of written demand being made by the TfL to the applicant.