

Terms and Conditions for a Section 50 Licence (Private Apparatus and Road Opening Licence of Any Length).

Pre-works

- Works in the adopted highway, including carriageway, footway and verge must not commence until written permission, in the form of a proper licence stating confirmation of agreement has been given by the Highway Department, Milton Keynes City Council. This official confirmation may be received via post or an email from a recognised Streetworks representative of Milton Keynes City Council. No other agreement will constitute an agreed licence and any works may be deemed as working illegally on the adopted highway without the official licence and will face penalties.
- The applicant/contractor must;
 1. Give a minimum advanced notification of 3 months for works of over 10 day duration and/or consisting of a road closure. A confirmation notice 10 days before works start must be sent to streetworks@milton-keynes.gov.uk, confirming that works are going ahead.
 2. Give a minimum of 10 days' notice for works of all other durations, 9 days or under.
- In the event of it being deemed necessary to undertake the works using a road closure, the applicant/contractor must submit a TTRO application must be submitted and agreed alongside the S50 application, with the appropriate payment. The applicant/contractor must cover any costs associated with the closure, including any signage, diversion routes, application costs, etc. The TTRO may have other conditions which will need adhering to. They must be undertaken or the licence will be deemed invalid.
- If a closure is necessary then Milton Keynes City Council will request that advance warning signs are put in place at least two weeks before. Failure to do this may result in revocation of the licence, or a financial penalty. More signage may be

requested by Milton Keynes City Council at any time.

- The applicant/contractor must produce written proof of their Insurance Cover. The Public Liability cover must be in the sum of not less than £10m with 5m of employers' liability. Proof must show valid insurance covering the whole period of the works. If this is not possible then the licence will only be valid until the end date of the insurance cover period.
- An extension to an existing licence may be requested upon proof of insurance cover for the remaining duration. This is only valid if the insurance cover needs to be renewed during the original duration applied for, not once works have started.
- The exact location of works, either with a valid address, what3words or a map, or any combination of the three must be clearly stated.
- Traffic management arrangements must be provided at time of application. A TM plan may be necessary.
- To give notice in writing of the proposed works to all Statutory Undertakers who may be affected by the works and to indemnify and keep indemnified Milton Keynes City Council from damage to any equipment or plant during the execution of the works. Any failure to do this to a statutory undertaker must be rectified with their agreement, and the agreement of Milton Keynes City Council.
- There may be other stakeholders which need to provide permission for works, including on some adopted highway. This Licence does not confer any right on the Licensee against the other stakeholders and the Licensee must make his own arrangements with such owners in cases where their consent is needed, in addition to any licences given by Milton Keynes City Council. It is up to the licensee to identify and seek any other agreements and Milton Keynes City Council will not be held liable for any omissions.
- A site meeting prior to the application may be held with a site report completed and appropriate photographs. This can be at the request of Milton Keynes City Council or the applicant/contractor.
- When the completed licence is received it must be checked and any errors or omissions reported to Milton Keynes City Council immediately so they can be rectified. If the issue is ours then there is no charge, however, if the error has been

made in the application there may be additional charges.

- Milton Keynes City Council must be indemnified against all actions, suits, proceedings, losses, damages, claims and demands in any way arising from the works at all times. This cover will include for any actions carried out by the Applicant's Agent, Sub-contractor or any other Third Party. All claims will be made through the applicant/contractor as the primary applicant who has agreed all terms and conditions as outlaid. Any third party claims from an agent, sub-contractor or third party must be pursued by the applicant/contractor themselves at their own cost.

During the works

- There must be a qualified New Roads and Streetworks Act Supervisor available on site at all times and all other operatives have the correct qualifications and/or experience to undertake works. Proof must be shown if requested. The site manager, or site supervisor is responsible for all operatives on-site undertaking the works.
- Any site must comply with Chapter 8 of the Traffic Signs Manual at all times, in respect of signing and guarding and lighting. Any failure may result in either a fixed penalty notice or prosecution, as per the national guidelines at the time of works being undertaken.
- All works must be completed with the greatest speed possible and at all times, ensuring the safe passage of the travelling public, whether by car, foot or other mode of transport.
- Traffic lights or other TM must be removed within 4 hours of works finishing, or by the end of the working day or traffic sensitive time (as shown on the licence), whichever come first. Failure to remove will result in a S74 overrun and charges will be payable at the agreed national standard at the time.
- Any damage done or any injury to any watercourse, cross drains, outlets or other property or materials of the Council, damaged, used, wasted or lost by the Applicant, their Agent or Contractor must be indemnified or arrangements made for rectification, in discussion with the Council's representative.
- Dependent on the scope and scale of the works the authority may apply a supervision or inspection fee.

- The works must prominently display an information board with the applicant/contractor's name and an emergency contact number whilst any TM is on site, or any works are being undertaken.

Extensions to the works period

- Extensions must be agreed by a Streetworks representative of Milton Keynes City Council, before any works begin and a charge may be payable.

Reinstatement

- That reinstatement of all excavations will be in accordance with "The Specification for the Reinstatement of Openings in Highways - A Code of Practice" and or to any local specifications. A Site visit may be required between the applicant/contractor and the Council's representative to establish the reinstatement necessary. The applicant/contractor must ensure that this site meeting or agreement is in place before any works take place, if requested by Milton Keynes City Council, however a site meeting can also be requested by the applicant/contractor prior to works. There may be a charge for this site meeting.
- The permanent reinstatement must be completed within the dates of the licence and the applicant/contractor will remain liable for the whole works for a period of 2 years (or 3 years if depth of excavation exceeds 1.2m) from the date upon which it becomes accepted as being satisfactorily reinstated or, if different, the dates laid out by the national statutory requirement.
- Failure to complete within this time will result in an overstay being registered and charges will be applied.

Remedial Works

- All works are inspected after the licence period has ended. Any works which do not meet the requirements will be deemed to be a defect and require remedial works.
- Milton Keynes Council reserves the right, if it so chooses, to conduct such remedial works as are deemed necessary on site in an emergency and/or where serious issues are identified. All costs will be reimbursed from the applicant/contractor. Fair warning will be given if this occurs, however, Milton Keynes City Council reserves the right to take immediate action, without notification, if deemed necessary.
- For all other defects the statutory requirement shall suffice. A notice will be given if

agreement cannot be reached prior to this and any actions agreed are not undertaken.

- If agreement cannot be reached a notice, in writing by Milton Keynes City Council's designated representative, that works have not been completed to their satisfaction shall be conclusive and binding upon the parties hereto. All defects will be at the applicant/works undertakers cost and any costs incurred by Milton Keynes City Council must be reimbursed.
- If there is a failure or further works required, as deemed necessary by the Council's representative, a new licence must be applied for the permanent reinstatement, if it is outside of the original licence dates.

Installation of apparatus

- If apparatus is being installed proof must be provided of who is going to be responsible for it. This may be a letter of agreement from a statutory utility, or a legal agreement from the apparatus owner.
- The Responsible owner must agree to keep the apparatus in a good state of repair and ensure that they take responsibility for any maintenance, replacement.
- Any works done on the apparatus must have a valid highways licence and a road closure if necessary.
- The Responsible owner shall take all proper precautions to ensure the safety and protection of apparatus of the Statutory Undertakers, Sewerage Authority and Highway Authority, or any other relevant statutory legislation, depending on the apparatus.

Costs, fines and penalties, applicable to all Terms and Conditions above

- All licences and road closures must be paid for at the amount set annually by Milton Keynes City Council prior to any works starting.
- Any failure to meet these terms and conditions may result in either a fixed penalty notice or prosecution, as per the national guidelines at the time of works being undertaken.
- Milton Keynes City Council reserves the right to charge for any extensions or change requests as per the national guidelines at the time of works being undertaken.
- Any occupation of the highway after the notice period has ended may result in a charge per day as per the national guidelines at the time of works being undertaken.
- Any costs must be met by the applicant/contractor, not any third-party, contractor or

other party. Any failure to pay costs may lead to further action against the applicant/contractor.

- Milton Keynes City Council will not enter into any dispute between the applicant/contractor and anyone employed by them to undertake the works.

Appeals and representations

- Any appeals and representations regarding these terms and conditions, and any on-site issues must be made in writing to the Streetworks Manager within 21 days of occurrence.