

Network Rail

Community Rail Application Pack

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1. Welcome

Community Rail is important to us at Network Rail. We've designed this new pack to help you as Community Rail partners understand our role and how we can support your project, as well as to provide clarity on how to navigate the processes required for a scheme. Please note that the approach may vary within Network Rail's routes and regions and timescales are indicative.

Working with us

There are many types of Community Rail activities that we can help you facilitate on Network Rail land and we would be delighted to support you with your project where it is operationally feasible to do so. These activities include:

- Gardens, planters and raised beds
- Vegetation tidy-ups
- Wildflowers and wildlife reserves
- Murals and artwork on walls, fences, and bridges
- Statues, sculptures, and plaques
- Information boards
- Benches
- Paths
- Graffiti and litter removal
- Community use of railway buildings

To help us assist with your request, there are a few things we need from you. This includes:

- Being concise and clear with expectations of us – for example, if you are inviting a Network Rail representative to a meeting or making a request, please set out why you need our involvement or what help or input you need. This is so we can make sure we have the right person attending.
- Understanding that most of our funding comes from taxpayer money – we are therefore heavily restricted on what we can support financially.
- Being aware that each activity is unique so may need multiple permissions internally. This can take time and we will keep you informed with indicative timescales.

You can read more about how we support Community Rail activity here: [Community Rail - Network Rail](#). If you have any questions about anything in this pack, please get in touch with us via communityrail@networkrail.co.uk or your route Community Rail Lead.

We look forward to working with you!

2. Community licences

We facilitate access and change to our land and property, so that Community Rail groups can undertake their activities.

A **community licence** grants privileges on Network Rail land or infrastructure free of charge to community groups. It is typically needed for an activity that is short term (a year or less) and/or that does not involve any intrusive or permanent change to Network Rail managed land or property. For example: gardening in planters; picking up litter; clearing vegetation and graffiti; most types of community art displays.

Community licences can be renewed. Some groups, for example, have maintained gardens in raised beds at stations for several years, by having a community licence that is renewed annually. There is typically no charge associated with community licences.

To set up a community licence our Community Rail Leads go through a series of steps, including a 'clearance process' where internal stakeholders give consent for the scheme; consisting of representatives from different business areas; and ensuring a risk assessment is complete for all projects. Below you will find a typical step-by-step process guide for obtaining a community licence as well as the templates for safety packs and licences. Once licences are complete, there is a regular schedule of safety assurance visits.

3. Community leases

A **lease** is typically needed for activity that is longer term (one year or more) and/or that involves intrusive or permanent change to Network Rail managed land or property. For example: planting trees into the ground; taking over a disused building; installation of solar panels.

Leases are organised by property professionals within our business. Asset protection colleagues are likely to become involved and they might need to organise a Basic Asset Protection Agreement (BAPA). Legal colleagues might need to become involved to prepare the lease documents. Consequently, there can sometimes be a cost when a group is obtaining a lease.

The early stages of the process for obtaining a community lease from Network Rail are the same as the process for community licences but are expected to take longer to assess and issue, depending on the complexity of the request.

Business and Technical Clearances

Clearances refer to internal documents produced by Network Rail. When a new use of an area is proposed, a 'proposer' (in this case the Community Rail Lead) has to circulate information to relevant stakeholders. Clearances are divided into business and technical. A business clearance may involve a property colleague assessing whether Network Rail has any planned uses for the site. A technical clearance may involve an engineer assessing whether the proposed scheme could affect the stability of an embankment. Clearances will be provided to the community group once obtained, as they contain important clauses on the use of the scheme. Clearances are renewed every two years and are a condition of obtaining a licence. Where a scheme requires crossing Train Operating Company (TOC, e.g. Transport for Wales) land, a station change agreement is also needed.

Below you will find:

- Initial enquiry form
- Process for land access applications (obtaining a community licence from Network Rail)
- Example of a Safety Pack
- Draft Community Licence agreement

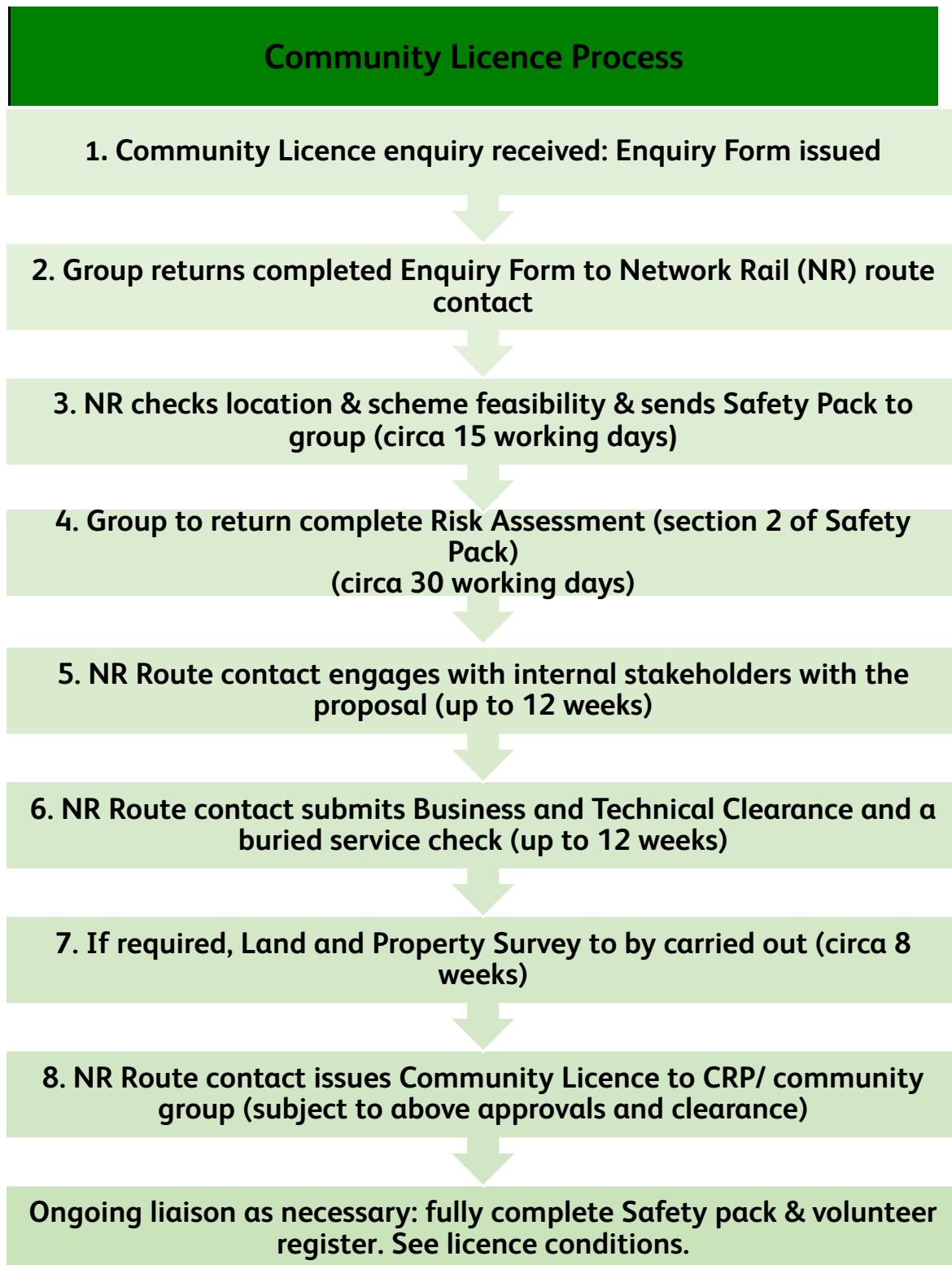
Land access request enquiry form

To allow us to begin the process of supporting this Community Rail project, please complete this short initial screening form and return to your local Community Rail contact. Once we've received it, we will review the contents and provide you with a project reference number.

Date:	
Route:	
Name of Group:	
Lead contact and contact details (phone & email):	
Network Rail Community Rail Lead:	
Location: (Please also include a map with the location marked.) (If the request relates to a structure please include the structure number, often found on the bridge or wall)	
Brief description of the proposed scheme:	

Land access request application process

**Please note all timescales are approximate and may take longer. The process might also vary between regions.*



4. Murals

Network Rail are keen to work with local community groups on enhancing the public realm through artwork on our infrastructure, where it is safe, operationally feasible and appropriate to do so. Over recent years, we've seen a very positive result of working with local artists and communities to install murals in and around the railway. Alongside contributing to the public realm, we've also seen the effect on murals in reducing graffiti and crime on the railway.

How can we arrange for permission for a mural?

Please complete the mural installation enquiry form below with key details about the project – such as the location of the structure and the proposed designs; any funding secured for the project and liaison with the local authority in case of any road closures required. Please return this form to your Community Rail Lead who will advise of the next steps.

How can we secure funding for our project?

Our taxpayer funding is limited so we suggest looking at local sources of funding which may be available, such as grants or local funds, as well as within the community. Of course we would be very pleased to support your project and help you make it happen.

How do you decide on approvals?

We have a duty to run a safe and reliable railway so not all walls or bridges will be suitable for a mural – either because of cabling, drainage, impact on sighting or the brickwork in place, or because we have plans for work to the infrastructure in the location. Our structures team will assess the suitability of the proposed location as part of our approvals process.

Asset protection/Basic Asset Protection Agreement (BAPA)

Asset protection colleagues are likely to become involved in such requests, and they might need to organise a BAPA. A BAPA is a legal agreement put in place to protect railway assets while work is carried out. Consequently, there can sometimes be a cost when a group is obtaining a BAPA.

Mural installations enquiry form

Date:	
Route:	
Name of Group:	
Lead contact and contact details (phone & email):	
Network Rail Community Rail Lead:	
Location & asset information: Please include: <ul style="list-style-type: none"> - postcode - map with the location - structure number e.g. bridge plate (often found on the bridge or wall) 	
Brief description of the scheme: Please indicate: <ul style="list-style-type: none"> - has any funding has been secured for the project - has an artist been identified/ contacted to deliver the project - any design proposals/ mock ups - has any community consultation taken place to ensure support / buy in for any proposed designs (a simple survey will suffice) - contact with the local highways team if road closure is needed 	

Redundant signal boxes

Often community groups are interested in using or repurposing old signal boxes which have been made redundant due to signalling enhancements. We will consider any requests in line with our Redundant Signal Box Strategy. Important points to consider are whether the building needs to be made safe before use, safe access requirements, proposed use of the asset, and any costs associated with the proposal.

Volunteer days

All Network Rail employees receive up to 5 days of paid volunteer leave per year to support UK charities and a variety of community activities that align with Network Rail's Volunteer Leave Policy. Employees can use their volunteer leave to support Community Rail Partnerships and other community groups active around the rail industry and network.

If you have projects that could benefit from the support of Network Rail volunteers, please contact your local Network Rail Community Rail Lead or CommunityRail@networkrail.co.uk.

5. Safety Pack example for Community Rail Schemes

Name of Group:	
Lead contact and contact details (phone & email):	
Network Rail Community Rail Lead:	
Location:	
Brief description of the scheme:	

To keep you and all volunteers on this Community Rail Scheme safe whilst working in the railway environment, the following steps must be completed *before* any activities are started for the above Community Rail Scheme:

- the Community Rail Licence for the scheme must be in place
- the risk assessment in section 2 must be completed
- all volunteers for this scheme must:
 - familiarise themselves with and understand the risk assessment in section 2;
 - familiarise themselves with and understand the safety brief in section 3; and
 - sign the register in section 4.

If additional volunteers join this Community Rail Scheme or there are changes to the risks, it is important that you let your Community Rail Lead know, in writing, that new volunteers take the steps above and that the register is updated and provided to your Community Rail Lead together with a copy of any revised risk assessment.

1. Details and checklist for implementation of a Community Rail Scheme

Scheme Location:	
Description of the scheme:	
Name of group undertaking work:	
Lead contact:	[Name & contact details]
Type of Scheme:	[One-Off / Long-Term]
Scheme plan provided for Community Licence:	[Yes / No] Date provided: [Note: plan must show the designated work area and designated access / egress points for the scheme]
Route Clearance Certificate:	Obtained: [Yes / No] Date issued: Reference:
Risk Assessment:	Completed: [Yes / No] Dated: Accepted: [Yes / No] Dated:
Community Rail Licence:	Date Signed:
Safety briefings:	Completed: [Yes / No] Date(s) provided:
Hi-Vis:	[confirmation whether the Community Rail Group will provide their own or if these are being sourced from the relevant Train Operator or Network Rail]

2. Community Rail Scheme Risk Assessment

Form:	RAP-
Issue:	000
Date:	

Location applied for:	Project Ref:	
Date Licence completed / signed:		
Community group name:		
Name and contact details of individual who is completing the risk assessment:		
Number of volunteers:		
Site / Work Area(s):		
Description of access location (Including parking and entry to site):		
Description of work(s): (please detail all the tasks that you will carry out in the work area)		
How will you safeguard others from these works? Note: Worksite is to be protected by physical barriers (not cones or tape) or isolated to prevent third party access where appropriate or where required (speak to your Community Rail Lead if in doubt)		

<p>In view of the COVID-19 Virus situation, what social distancing measures will you be looking to implement, (including any use of Personal Protective Equipment ‘PPE’) by your group members when working?:</p>	
<p>What tools and equipment will be used on site?:</p>	
<p>How will the tools and equipment be transported to and from site? In the case of power tools, where is the power source?:</p>	<p>[Note: use of power tools requires specific permission from Network Rail]</p>
<p>Do any group members need to work at height? For example, working from a ladder:</p>	<p>[Note: working at height is not permitted unless Network Rail’s specific consent has been requested and if the individual(s) carrying out the task have the appropriate up-to-date training. This will need to be discussed in advance with your Network Rail Community Rail Lead]</p>
<p>How will you dispose of waste and materials from the site?:</p>	
<p>What measures will you take to mitigate any impact to the environment? (e.g. drains, land and water) Are you aware how to report an environmental incident?:</p>	
<p>Emergency Arrangements (including nearest hospital and first aider and first aid equipment information):</p>	

Detailed risk assessment of scheme specific hazards (*delete examples or add new as appropriate to works*)

[Please note that the hazards set out are common examples only and will not apply to every community rail scheme. You can delete those not appropriate to your scheme. But you also need to think about your activities and tailor this assessment to them i.e. add in any hazards not mentioned that are relevant to you.]

Hazard	Who is affected?	How are they affected?	How likely (A)	How severe (B)	Risk assessment (A X B)	Precautions to be taken
Slips, trips and falls	Volunteers	Uneven ground. Inclement weather	High	Medium	High	Appropriate footwear worn (including, but not limited to, walking boots, not shoes, trainers, flip flops or sandals, especially open-toe footwear) Safety briefing to volunteers Check surfaces before stepping on to them. When inclement weather is forecast or arrives during the working party activities an assessment of the hazards should be carried out and if appropriate the session cancelled for that day
Slips, trips and falls	General public	Trip hazards and soft ground on paths and edges	Medium	Medium	Medium	Work areas cordoned off with a physical barrier (not, for example, by use of tape) Completed work checked for hazards to public before leaving site Steps and raised constructions avoided on walking routes, with particular attention to existing desire lines. Do not leave any tools or equipment unattended
Falling from height [Note: will only be applicable if permission for working at height has been obtained from Network Rail in advance (and	Volunteers	Falls from raised embankments, ladders etc	Low	High	Medium	Working at height activities to be discussed prior to any task being carried out and precautions taken according to risk. Max height is approx. 8 feet (2.4 metres), to reach hanging basket posts. Ladders should only be used for very short periods by competent persons,

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Hazard	Who is affected?	How are they affected?	How likely (A)	How severe (B)	Risk assessment (A X B)	Precautions to be taken
individual(s) have appropriate training]						should be made of non conductive material (i.e. glass reinforced plastic) and with someone always footing the ladder. When working close to embankment care should be taken to avoid slipping or falling by the use of warning tape / lines / fixed fencing / ropes for access [dependent on gradient].
Danger from trains and track	Volunteers	By straying onto track or slipping from platform edge onto line side	Low	High	Medium	<p>Network Rail safety briefing.</p> <p>Volunteers will only go into the work area or authorised access route designated for the scheme by Network Rail.</p> <p>Volunteers will work facing the platform edge and should not come within 1.25m of it.</p> <p>Wearing high visibility vests.</p> <p>Advising whoever is in control of the railway property being accessed i.e. the train operator of a station.</p>
Injury from gardening tools (whether powered or unpowered) [Note: will only be applicable for powered tools where permission to use has been obtained from Network Rail in advance]	Volunteers, general public	Improper use, cutting or striking	Medium	Medium	Medium	<p>Appropriate PPE for the task should be worn, as a minimum safety gloves and goggles.</p> <p>User and others will regularly check everyone is clear of the arc of movement. All tools not being used will be left clear of public spaces.</p>

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Hazard	Who is affected?	How are they affected?	How likely (A)	How severe (B)	Risk assessment (A X B)	Precautions to be taken
Hazardous Rubbish (hypodermics, broken glass, human waste, other infectious waste)	Volunteers	By cutting /puncturing skin. Contracting infections from hypodermics	Medium	High	Medium	Upon arrival at site, the group leader should get the information for who to call if they come across a hypodermic needle or any bio hazard. First aider to be with the group to administer first aid should they receive a needle prick. Safety gloves worn when working. Litter pickers used. Safety boots or walking boots worn. Check for hypodermics before entering undergrowth or moving rubbish. Hypodermics or human waste identified dealt with by Train Operator staff or Local Authority Environmental Health using 'sharps' containers or specialist equipment as appropriate.
Danger from road traffic	Volunteers	People not seeing cars; drivers not seeing volunteers	Medium	High	Medium	Volunteers will wear 'high visibility' tabards when working on the scheme Coordinator will remind people of traffic hazard before work starts. Placing of working party sign on approach road or car park areas and, if possible, the work area should be barriered off using physical barriers
Pollution from, or ingestion of chemicals or paint	Volunteers, general public, the environment	Release of paint, herbicides, motor fuel (for example, when using	Medium	Medium	Medium	Paint and herbicides used only if approved by Network Rail Sprayer operators will have recognised training

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Hazard	Who is affected?	How are they affected?	How likely (A)	How severe (B)	Risk assessment (A X B)	Precautions to be taken
		power tools with Network Rail permission)				Manufacturer's instructions followed Operators to wear recommended protective equipment (mask, goggles, gloves)
Injury from strimmer, motor mower or power tools	Volunteers, general public	Contact with moving blades or parts. Stones / blades thrown off	Medium	High	Medium	Motor/power tools only used if agreed in advance by Network Rail Plastic-bladed or wire strimmer's used, not brush cutters Low-power cordless drills used only Other powered equipment or machines only used if operator has recognised training Volunteers to not try and rectify any issues with equipment whilst it is plugged in and only if trained to do so. All equipment t have been PAT tested if not purchased within 1 year
Damage to vehicles in car park	General public	Damage by tools or flying stones	Medium	Medium	Low	Spaces next to work area coned off during work. If not possible, work carried out on evenings (if adequate lighting levels permit) / Sundays
Danger from trains whilst using the level crossing	Volunteers	Use of level crossing	Low	Medium	Medium	Crossing the level crossing to gain access to the other platform should be done in accordance with the regulations displayed on the crossing. No work or any kind is to be carried on the crossing itself at and is for transit only. Issues

[Please note that the hazards set out are common examples only and will not apply to every community rail scheme. You can delete those not appropriate to your scheme. But you also need to think about your activities and tailor this assessment to them i.e. add in any hazards not mentioned that are relevant to you.]

Hazard	Who is affected?	How are they affected?	How likely (A)	How severe (B)	Risk assessment (A X B)	Precautions to be taken
						with the crossing should be communicated to Network Rail to resolve
Danger from overhead electricity lines or rail	Volunteers	Potential risk of electrocution	Medium	High	High	<p>Network Rail safety briefing</p> <p>Volunteers to be aware not to touch the rails on an electrified line and to ensure they carry items which can act as conductors, such as spades / ladders, at a safe distance from overhead lines (noting that electricity can arch up to 3 metres) i.e. items not held upright towards the lines</p> <p>Where possible non-conductive material tools to be used. No equipment to be carried above waist height.</p>
COVID-19 impacts	Volunteers, general public	Risk of COVID-19 transmission during current pandemic	High	High	High	<p>Comply with Government guidance on hand hygiene, wearing of face covering and social distancing, plus relevant restrictions for that locality at the time, and any additional guidance provided by Network Rail</p> <p>Ensure the required number of volunteers are present based on the risk assessment for the activities before starting (i.e. if a minimum number is required and not met due to sick absence / self isolation the activity does not continue)</p>

[Please note that the hazards set out are common examples only and will not apply to every community rail scheme. You can delete those not appropriate to your scheme. But you also need to think about your activities and tailor this assessment to them i.e. add in any hazards not mentioned that are relevant to you.]

Hazard	Who is affected?	How are they affected?	How likely (A)	How severe (B)	Risk assessment (A X B)	Precautions to be taken
[Insert detail]	[Insert detail]	[Insert detail]	[Low / Medium / High]	[Low / Medium / High]	[Low / Medium / High]	[Insert detail]

Are there any additional control measures that need to be implemented before you start work?

Document review (to be completed by Network Rail)

Applicant details		Licence issuer (NR)	
Print Name:		Print Name:	
Date:		Date:	
Signed:		Signed:	

3. Safety briefing for all Community Rail Scheme volunteers

This safety briefing must be provided to all volunteers before they take part in the Community Rail Scheme for the first time and every time that the Community Licence, risk assessment or this safety briefing are updated / changed.

- 1) Before entering the site, **all volunteers** should familiarise themselves with and understand:
 - a. the Community Licence and extent of the designated area for the scheme;
 - b. the safety risk assessment in section 2; and
 - c. this safety briefing.

- 2) Being close to the operational railway is an unusual place to work and can be dangerous. These instructions are aimed to keep you, other volunteers and the public safe. **All accidents and incidents must be reported to Network Rail on the form in section 5.**

- 3) **You must always:**
 - a. Use the access / egress points and routes designated in the Community Licence
 - b. Ensure that any gates in the boundary fence are locked behind you
 - c. Wear your high visibility tabard, at all times, in the designated area or access route
 - d. Ensure you are wearing the appropriate personal protective equipment identified for the activity you are doing (for example, safety footwear, gloves)
 - e. Carry out work activities with a minimum of two people
 - f. take care when setting up and dismantling your work site, carrying equipment to and from the work area and must always leave your work area clean, tidy and free from hazards.
 - g. take care where you are walking and be mindful of the underfoot conditions, some injuries on the railway result from slipping tripping or falling over.
 - h. Raise one arm above your head to a train driver sounding their horn, to confirm you have heard them.
 - i. Whilst on a station platform, keep at least 4 feet (1.25m) from the platform edge
 - j. Report any accidents, injuries or incidents to the person responsible on site, the group leader and the TOC or owner of the station. If no one is on the station then it should be reported via control.

- 4) **You must never:**
 - a. go onto any railway track or any part of the railway that is outside the work area designated in your Community Licence for your scheme. You can go in areas where the public e.g. railway passengers, are allowed access.
 - b. enter the designated community licence area if you are under the influence of alcohol or drugs, or have drunk alcohol in the previous 12 hours.
 - c. do anything which may damage or interfere with cables, electrical cabinets, signalling or other railway equipment ("railway equipment").
 - d. undertake any works within 1 metre of railway equipment; this includes digging near railway equipment, putting anything on or against it, or allowing paint or other chemicals to come into contact with it.
 - e. operate motorised vehicles or machinery unless competent to do so and the equipment is authorised by Network Rail.

- f. erect or use lighting that may cause an issue for the operational railway, for example, affect the vision of train drivers or their ability to read the lights on signals.
- 5) An inherent danger within the railway environment comes from electrification; volunteers are reminded that:
- a. Electricity supplies are never switched off
 - b. An electrified rail looks like any other, but if you touch it, its deadly
 - c. Electricity can arc like lightning or 'jump up to three meters'. You can be electrocuted by touching any associated equipment. Be careful when carrying metal objects (such as spades) which conduct electricity. Ensure metal objects are carried at waist height and, where required, by 2 or more people.
- 6) If you believe something is wrong, such as a person, animal or object on the railway line, do not intervene. If there is a member of railway staff nearby tell them. Otherwise phone the Network Rail 24-hour Helpline on 03457 11 41 41. Tell them if you think it is an emergency. If you see a crime taking place phone the British Transport Police on 0800 40 50 40 or phone 999.
- 7) Site specific requirements are as follows:

[For example, no parking on the access road at (address)]

4. Community Rail Scheme Volunteer Register

Name of Community Rail Scheme:			
Scheme Reference Number:			
License Area			
Scheme Lead/Contact:		Contact No. :	
Signature:		Email:	
Network Rail Community Rail Lead:		Contact No.:	
Signature:		Email:	

By signing and dating the register below, you (the volunteer) confirm that you have read / familiarised yourself with and understand:

- the Community Licence and extent of the designated area for the scheme;
- the safety risk assessment for the scheme; and
- the safety briefing for the scheme.

You must keep to the obligations and carry out activities in line with the requirements and protections set out in these documents.

Failure to do so will result in your exclusion from the community rail scheme and the area covered by the scheme.

If the risk assessment or safety briefing change, or are updated in any way, you agree to familiarise yourself with the changes and sign the register again to confirm this has been done.

A copy of the register must be provided to the Network Rail Community Rail Lead each time it is added to and updated.

5. Guidance note on the insurance position

The below provides guidance on the insurance position at Clause 5 of the Community Rail Licence:

- As the works are being done for the benefit of Network Rail property, these are treated as ‘construction activities’ for insurance purposes within Network Rail’s insurance arrangements.
- Where the insurance applies the insurance policy excess levels are (with effect from 1 July 2020) £0 (nil pounds) in the event of claims for personal injury and third party property damage. Therefore, licensees will have no excess to pay.
- Claims may only be made in respect of third party personal injury or third party property damage. Network Rail provides a subrogation waiver for any damage occurring to its’ own property from the licence activities (see worked example iv below).
- No insurance cover is provided by Network Rail for employers’ liability and the licensee groups must provide this themselves for their members.
- In the event that you should need to make a claim, please contact Ann Gabriel (Ann.Gabriel@networkrail.co.uk or 07734647378) or Daniel Purkis (Daniel.Purkis@networkrail.co.uk or 07809376664) in the Group Insurance team.
- Only those individuals confirmed as undertaking the activities on behalf of the licensee will be insured for these purposes. Under the terms of the licence, licensee groups are to provide Network Rail with the names of all persons undertaking the permitted licence activities. Accordingly, please ensure that the licensee regularly updates Network Rail in relation to any changes to this list. Notifications can be made by email to [the relevant route community manager].

Worked examples:

- i. An individual member of a licensee group (which NR have been notified of) sustains personal injury whilst working on a gardening project. In this case, rather than Network Rail’s public liability cover, this is a risk for the community group’s employers’ liability insurance policy as they were injured on site whilst undertaking work in the course of exercising the permitted licence rights.
- ii. A licensee group accidentally causes £30,000 damage to a TOC’s train carriage whilst undertaking work permitted under the licence and on enquiry is legally liable for the damage caused. The insurance will meet the liability in full.
- iii. Mr X is a member of a licensee group whom NR are aware of. One day Mr X brings his son to help with the work, but does not notify NR of this additional person. His son then accidentally smashes a neighbouring property’s window. The insurance policy will not cover the damage in this case.
- iv. Whilst undertaking works under a community licence, a member of the group accidentally puts a spade through a cable belonging to Network Rail laying within the licence area causing a loss of power to the nearby station. Network Rail will provide a subrogation waiver for the damage caused (and any subsequent train delays). This means that Network Rail gives up the right for itself and its’ insurer to take action against the community group for the loss beyond the value of the excess.

6. Incident form

Name of Community Rail Scheme:	
Community Rail Scheme Reference Number:	
Person(s) in charge:	
Date and time of accident / incident:	
Location where accident / incident took place:	
Nature of accident / incident:	
Name of injured person (if applicable):	
Address of injured person (if applicable):	
Explanation of how the accident / incident happened (describe activity taking place and description of before, during and after event):	
Description of the injuries sustained (if any) and their severity:	
Explain the action taken (e.g. first aid treatment given, were the emergency services called and, if so, any reference numbers provided for the event):	
What happened to the injured party (if applicable) after the accident / incident (e.g. went home, to hospital, carried on, etc):	
What steps / actions will be put in place to avoid a reoccurrence of the accident / incident?:	
Are there any steps Network Rail may need to do to improve site safety?:	

Signed:

Name: Date: __ / __ / __

6. Draft community Licence Agreement

Licence for {*Activity*}

At {*Location*}

Licence reference: {}

Date of Licence: {*date*}

The Parties to this licence

We are **Network Rail Infrastructure Limited** (company no. 2904587) registered office: Waterloo General Office, London SE1 8SW

You are {*name[s] of licensee[s]*} [of {*address(es)*}] [and you are entering into the licence to enable the members of the group known as {*name*} to undertake the Activities permitted by this licence]

If more than one person is the licensee under this licence, then each of you is required individually to comply with all of the licensee's obligations in this licence such that your obligations are owed to us jointly and severally.

Pre-Activity checklist

[This checklist is to ensure that all necessary items are in place before the Activity can safely start]

Item	Confirmation date
All Network Rail approvals for the Scheme have been obtained	
The risk assessment has been completed	
All Volunteers have signed the register and provided their details	
The Route clearance certificate has been obtained	
Works Record has been completed	

Defined words used in this licence

The terms in the first column are listed in the order in which they appear in the next section, which contains the obligations and requirements of the parties

Area	<p>This is the part of our property that we allow you to enter and use for the Activity</p> <p><i>{Describe the Area and mark it on a plan}</i></p>
Activity	<p>You may use the Area for <i>{briefly describe the Activity}</i>.</p> <p>The Activity is described in more detail in the documents comprising the Scheme (see below)</p> <p>The Activity falls within Category/ies {...} of the list below and the obligations and requirements of Part 2 applicable to that or those Categories apply</p> <p><i>[Please choose the applicable items from the lists. Please rearrange the items in [...] if necessary.]</i></p> <p><u>Category A - Installations</u></p> <p>Installing artwork, vinyl or memorial plaques on walls</p> <p>Installing artwork, vinyl or memorial plaques on fencing</p> <p>Installing artwork, vinyl or memorial plaques on a bridge</p> <p>Installing artwork, vinyl or memorial plaques on other structures or surfaces</p> <p>Putting up statues or sculptures</p> <p><i>[Installing free-standing information boards or benches]</i></p> <p><i>[Laying a path]</i></p> <p><u>Category B - Maintenance</u></p> <p>General maintenance or upkeep of a garden area by cutting back weeds, picking litter and looking after wildflowers</p> <p>Maintenance of disused platforms including general vegetation</p> <p>Litter picking (e.g. from redundant line or from NR land that is outside the station lease)</p> <p><u>Category C - Substances on surfaces</u></p> <p>Painting on walls</p> <p>Graffiti removal</p> <p><u>Category D – Works (non-art)</u></p> <p>Installing planters or raised beds</p>

	<p>[Installing free-standing information boards or benches]</p> <p>[Laying a path]</p> <p>[Community payback (vegetation and litter removal)]</p>
Scheme	<p><i>{List or otherwise refer to the documents comprising the Scheme.}</i></p> <p><i>[The list should include the documents, plans and specifications presented by the licensee and agreed by Network Rail. The Scheme must include a plan showing the Area, access and egress points, any routes over NR land to get to the access points and any areas for parking. It should also identify any other relevant documents describing the scheme, give brief details of any works or permanent structures involved, and state who is to provide materials. It should also specify any actions etc. that Network Rail might find it useful to make clear are not within the permitted activity. Please refer to the guidance notes for attaching or referring to documents/plans.]</i></p>
Start Date	The date of this licence / <i>{OR insert a later date for when the Activities will start}</i>
End Date	<p><i>{The day before the first anniversary of the Start Date} {OR specify other date on which the licence will end}</i></p> <p>This does not prevent either of us from serving a notice on the other terminating this licence earlier than the above date under clause 14 of Part 1</p>
Safety Pack	The Network Rail documents described as ‘Safety Pack for Community Rail Schemes’
Volunteers	<p>Firstly, those persons listed in section 4 of the Safety Pack and who are thereby initially allowed to take part in the Activity</p> <p>Secondly, those persons participating in the Activity after the Start Date of this licence after clause 5 of Part 1 has been complied with</p>
Works Record	A co-operative written record of any physical changes intended to be made to the Area as part of the Scheme, including any necessary procedures for implementing the changes and the dates when the changes have been made, and any other matters that the Community Rail Lead requires
Group Lead	<p>The licensee / <i>{Insert name and contact details, including postal address}</i></p> <p>This is the person referred to in clause 2.2 of Part 1</p>
Community Rail Lead	<p>This is the person referred to in clause 2.1 of Part 1</p> <p><i>{Insert name and contact details, including postal address}</i></p>

Obligations and requirements of the Parties

Part 1 – Applicable to all Activities

1. Safety

- 1.1 We do not allow any Activity or access to the Area to take place until this licence has been signed and dated and all items on the Pre-activity checklist are confirmed.
- 1.2 Before taking part in any Activity, you and all Volunteers must have:
- (a) completed the Risk Assessment in section 1 of the Safety Pack and confirmed that they have understood it;
 - (b) familiarised themselves with and confirmed that they have understood the Safety Briefing in section 3 of the Safety Pack; and
 - (c) signed the register in section 4 of the Safety Pack.
- 1.3 We will inform each other in writing if either of us considers that the risks in undertaking the Activity or any aspect of it change during this licence. If this occurs, we will review the Risk Assessment together and, if necessary, produce between us a revised Risk Assessment. All Volunteers must then follow the steps set out in clause 1.2 of Part 1 in relation to the revised Risk Assessment.
- 1.4 Before starting any Activity, you must provide written confirmation to us that you have obtained all Hi-Vis clothing required for the Activity.

2. Community Rail Lead and Group Lead

- 2.1 Your contact with us for matters arising in connection with this licence is the person specified as the Community Rail Lead in the defined words part of this licence.
- 2.2 Our contact with you for matters arising in connection with this licence is the person specified as the Group Lead in the defined words part of this licence.
- 2.3 The Community Rail Lead is entitled to issue instructions and advice to you on our behalf about the conduct of the Activity.
- 2.4 The Group Lead is responsible for communication with the Volunteers and for supervising Volunteers with the objective that they act and behave as required by this licence.
- 2.5 Each of us must always have a person who is the Community Rail Lead and the Group Lead for the purpose of this licence.
- 2.6 We can replace the Community Rail Lead and (subject to clause 2.7 of Part 1) you can replace the Group Lead at any time. If we do this, we will each inform the other in writing of the replacement and their details as soon as possible.
- 2.7 The Group Lead cannot be replaced under clause 2.6 of Part 1 if they are the only person named as the licensee.

3. Permission for the Activity

- 3.1 This licence gives permission to you and to permitted Volunteers and to no-one else.
- 3.2 You must not share the use of the Area with any other person or allow any other person to enter onto or to use it.
- 3.3 We give you permission to use the Area for the Activity during the hours of daylight as the Community Rail Lead informs the Group Lead in writing (these are the **permitted hours**).
- 3.4 This permission applies during the permitted hours between the Start Date and the End Date. You must not enter our land outside the permitted hours or after the End Date.
- 3.5 You may bring the items specifically identified in the Scheme onto the Area as part of this permission. But you must, on a daily basis, take away all loose items when you leave the Area and not leave any loose items on the Area or on our land.
- 3.6 We can require you to remove anything that you bring or put onto the Area that is not in accordance with the Scheme. If you do not do so, we can remove it.
- 3.7 We retain control and management of the Area at all times.
- 3.8 This licence ends on the End Date or on an earlier date referred to in a notice to terminate given under clause 14 of Part 1 in the manner required by clause 15 of Part 1.

4. Access and parking (if any)

- 4.1 The means of access to and exit from the Area are specified in documents that form part of the Scheme. You must only use these means to get to and from the Area. You must not park on or obstruct the access to the Area.
- 4.2 You can use any parking areas specified in the documents that form part of the Scheme to park during the permitted hours and to unload materials. You must comply with any instructions about parking that we give you.
- 4.3 Site-specific access and parking arrangements are set out in the Extra Provisions in Part 3. You must comply with these.
- 4.4 We can change access and parking arrangements at any time by informing the Group Lead in writing.

5. Volunteers

- 5.1 We have agreed that the Volunteers listed or referred to in the defined words part of this licence may take part in the Activity from the date of this licence.
- 5.2 In addition to the initial Volunteers, you may subsequently allow other people to volunteer and take part in the Activity. You must, however, obtain our written permission before allowing anyone aged 16 or under to be a Volunteer and you must supervise any such people entering our land at all times.
- 5.3 You must provide us in writing with the names of all those who become Volunteers under clause 5 of Part 1, and ensure that they comply with clause 1.2 of Part 1, before they are allowed to enter our land.

- 5.4 You are responsible for supervising the Volunteers and you must satisfy yourself that they are suitable and appropriate to take part in the activities before accepting them as Volunteers.
- 5.5 We may expel or refuse entry to any Volunteer who we consider is behaving or has behaved in an inappropriate manner.
- 5.6 If you are an unincorporated or incorporated entity, all Volunteers must be bona fide members of that entity or closely-related to a bona-fide member.

6. General requirements

- 6.1 In using the Area, you must keep it clean and tidy in relation to your Activity.
- 6.2 You must comply with all laws and requirements of public bodies affecting your use of the Area, the access and the parking specified in clause 4 of Part 1.
- 6.3 All Activity is to be done under our general supervision. You must comply with any directions given to you by the Community Rail Lead at all times.
- 6.4 The Community Rail Lead and the Group Lead will update the Works Record in a manner agreed between them and ensure that each has access to it.

7. General prohibitions

- 7.1 You must not use the Area for any purpose other than the Scheme.
- 7.2 You must not use any part of our land other than the Area and (if applicable) the access and parking area.
- 7.3 You can only use the Area during the permitted hours.
- 7.4 You must ensure that you do not cause any damage to the Area or to any of our land. If you do cause any damage, you must provide all reasonable assistance and co-operation that we reasonably require in order to make good the damage and minimise any interference with the operation of the railway.
- 7.5 You must not do anything that might cause nuisance, damage or annoyance to us or to others using our land or neighbouring land.
- 7.6 You must not obstruct the use of the Area, access, parking or other parts of our land by others permitted to use them.
- 7.7 You must not:
 - a) use any power tools, unless we give you express written permission to do so; or
 - b) put any items within 1 metre of the operational railway; or
 - c) bring dogs or other animals with you; or
 - d) allow paint, chemicals or other deleterious substances to come into contact with the operational railway; or

- e) bring any acetylene, liquid petroleum gas or any other explosive, combustible or dangerous substance with you; or
- f) display any lights or illuminations that might cause confusion with signals on the railway or affect train crew's vision and if you do, you must remove them immediately on our request.

8. Insurance

8.1 You must not do or omit to do anything that has the effect of making any insurance policy for our property or liability void or voidable or that increases the insurance premium payable.

8.2 You must comply with any recommendations and requirements of the insurers of our property or liability of which you have been informed in writing.

8.3

- a) We will arrange public liability insurance in respect of the Activity.
- b) If anything you do on our land gives rise to a claim under our public liability policy, you acknowledge responsibility for payment of the third party property damage excess (if any) under that policy (the personal injury excess is nil in any event).
- c) Unless we inform you to the contrary before or during this licence, the third party property damage excess is nil.

8.4 We do not maintain any employer's liability or personal accident insurance on your behalf or for your benefit.

8.5 We will not claim against you for reimbursement in respect of loss of or damage to our property that you cause during the Activity.

8.6 If any accident or incident occurs in respect of the Activity, you must:

- a) immediately inform the Community Rail Lead in writing by the form provided in the Safety Pack;
- b) provide them with all the information they require; and
- c) comply with any requirements that we inform you of in writing.

9. The railway

9.1 Notwithstanding anything in this licence, we will continue to operate the railway and otherwise carry on our undertaking in the exercise of our statutory and common law functions and obligations.

9.2 You must not do anything that does or might interfere with the operations referred to in clause 9.1 of Part 1 and, if there is any such interference, you must comply with any directions we give you in this respect.

9.3 Our opinion about anything affecting the safety of the railway is final and you must comply with any directions we give you in this respect.

10. Acknowledgements

- 10.1 By entering into this licence, you give us the acknowledgements in this clause.
- 10.2 You use the Area as a licensee and this licence does not create a relationship of landlord and tenant between us.
- 10.3 We retain control, possession and management of the Area.

11. Our right to remedy breach

- 11.1 If you breach this licence, you must comply with any directions we give you to remedy the breach and must co-operate with us in taking any action we see fit to take in order to remedy it and mitigate its effects.

12. Reliance and use

- 12.1 We do not warrant or imply that the Area may be lawfully used or is physically suitable for your use under this licence.
- 12.2 You acknowledge that you have not entered into this licence by relying on anything we have said except any statements or representations expressly made or referred to in this licence.

13. Extra Provisions

- 13.1 Unless they read 'Not Used', the Extra Provisions in Part 3 apply in this licence and you must comply with them.
- 13.2 If there is a conflict or inconsistency between any Extra Provisions in Part 3 and any general provisions in Parts 1 and 2, the Extra Provisions prevail.

14. Termination

- 14.1 Either we or you may terminate this licence immediately on written notice given at any time.
- 14.2 If a notice is given by us to you, we will allow you a reasonable period in which to remove your materials from our land.
- 14.3 If a notice is given by you to us, you must have removed your materials from our land before giving the notice so that on giving it, you have entirely vacated our land.

15. Notices

- 15.1 Any written notice that one of us gives to the other under this licence is treated as effectively served if:
- a) the giver and recipient are the Community Rail Lead and the Group Lead and the notice is handed by one to the other while both are on our land; or

- b) it is sent by email to an email address that the recipient has provided before or on entering into this licence or given later in substitution for that address; or
- c) where you are serving notice on us, it is sent by first class post addressed to the Community Rail Lead at the address stated in the Defined Words section of this licence or another address given in substitution for that address; or
- d) where we are serving notice on you, it is sent by first class post addressed to the Group Lead at the address stated in the Defined Words section of this licence or another address given in substitution for that address.

16. Third parties

This licence does not create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

17. Consideration

- 17.1 You acknowledge that you receive a benefit by way of undertaking activities for your enjoyment on our land by entering into this licence and by us giving you the permissions set out in it.
- 17.2 We acknowledge that we receive a benefit by way of enhancements to the railway environment by entering into this licence and by you undertaking the Activities and by performing your obligations and requirements set out in it.

Part 2 – Obligations and requirements applicable to Categories of Activities
Part 2A: Activity Category A – Installations

18. Installing items on our land

- 18.1 In the section of the licence, ‘install’ and ‘installation’ refers to the installation of items referred to in the Scheme at the places specified for its installation.
- 18.2 You have permission only to install the specific items identified in the Scheme and to do so at the location and in the manner set out in the Scheme and in accordance with the Safety Pack.
- 18.3 The Group Lead must inform the Community Rail Lead in writing 7 days before you intend to start installation and again when you have completed it.
- 18.4 You must execute and finish the installation in accordance with the Scheme, under our supervision and to our reasonable satisfaction. If we consider that the installation has not been done to a good standard, we can ask you to remedy or repeat the installation to bring it up to that standard.
- 18.5 In doing the installation you must cause the minimum inconvenience to us and must make good all damage caused to our land
- 18.6 If you start the installation you must complete it. If you do not do so, we can either remove it or finish it as we see fit.
- 18.7 We can remove and (if we wish) relocate the installation to a different place on our land should we need to do so for any reason.

19. Artworks

19.1

- a) We own the surfaces on which you are to paint or place an artwork in accordance with the Scheme and you acknowledge that the artwork and any images you create on them are part of our property to deal with as we see fit.
 - b) Accordingly, you waive all moral rights in respect of the artwork and any other images you create.
 - c) With our prior permission, the person who created who creates an artwork may sign the artwork.
 - d) You give us a non-exclusive, irrevocable, licence to copy or reproduce any artwork. We will use our reasonable endeavours to attribute that artwork to the person who created it if it is practicable to do so.
- 19.2 You must inform us if you want to place an artwork that was produced by or belongs to a third party person on our land, giving us the name and address of the relevant person(s). You must not place that artwork on our land until we have confirmed to you that we have entered into an agreement to our satisfaction with that (those) person(s).

20. Use of artworks

After termination of this licence, we can use and deal with any artwork, images and any materials that you leave behind as we see fit.

21. Specific prohibitions

All work must be done from ground floor level surfaces. You must not use any ladders, platforms or similar devices.

Part 2B: Activity Category B – Maintenance

22. Extent of permission

22.1 The permission in the licence extends to watering, weeding, cutting back, re-planting and harvesting flowers, fruit and vegetables, and otherwise generally maintaining the Scheme.

22.2 You may bring the necessary plants, compost, materials to put together beds, tools (but not power tools, unless you have our specific permission) and other items onto the Area as part of this permission. But you must take away all loose items when you leave the Area and not leave any loose items on the Area or on our land.

23. Specific prohibitions

23.1 You must not:

- a) plant or treat non-native invasive species; or
- b) undermine the stability or interfere with the natural drainage of any land; or
- c) plant in locations where the penetration of roots might cause a nuisance or where trees or plants might be used as a means of trespass onto the railway.

23.2 You must ensure that vegetation does not:

- a) overhang outside the Area; or
- b) grow to within 6 metres of any overhead railway equipment;

23.3 You must not use ladders, power tools or drill into any structures without our prior and specific permission.

Part 2C Activity Category C – Substances applied to surfaces

24. Paint and materials

- 24.1 You may bring the necessary paints and other painting materials onto the Area as part of this permission. But you must take away all paint and materials on each occasion and not leave any items on the Area or on our land.
- 24.2 We will provide or direct the surfaces for you to paint. You must not use any other surfaces than those.
- 24.3 You may bring the necessary paints and other painting materials onto the Area as part of this permission. But you must take away all paint and materials on each occasion and not leave any items on the Area or on our land.
- 24.4 We can require you to remove or paint over any painting or images that are not in accordance with the Scheme or that we consider to be offensive or otherwise inappropriate in the context of our operating the railway. If you fail to do this, we can do so.

25. Condition of the Area

At the end of this licence, you must leave all surfaces of the Area in the condition described by the Scheme, unless we otherwise direct.

Part 2D Activity Category D – Works (non-art)

26. Work and materials

- 26.1 In the section of the licence, '**work**' means the work referred to in the Scheme at the places specified for it.
- 26.2 You have permission only to do the work specifically identified in the Scheme and to do it in the manner set out in the Scheme and to do so with materials either set out in the Scheme or otherwise approved by us and in accordance with the Safety Pack.
- 26.3 The Group Lead must inform the Community Rail Lead in writing 7 days before you intend to start work and again when you have completed it.
- 26.4 You must either store or remove any loose materials at the end of a day's work. The manner and place of storage must be approved by the Community Rail Lead.
- 26.5 You must execute and finish the work in accordance with the Scheme, under our supervision and to our reasonable satisfaction. If we consider that any work has not been done to a good standard, we can ask you to remedy or repeat the work to bring it up to that standard.
- 26.6 You must make any alterations to the work as stated in the Scheme that are, in our opinion, necessary for the operation of the railway or other use of our land.
- 26.7 In doing the work you must cause the minimum inconvenience to us and must make good all damage caused to our land.
- 26.8 You must inform us at once in writing of any accident to or leakage from the works and follow our directions in making the situation safe and in remedying the situation.
- 26.9 If you start the work, you must complete it. If you do not do so, we can either remove it or finish it as we see fit.
- 26.10 We can remove and (if we wish) relocate the work to a different place on our land should we need to do so for any reason.

Part 3 – Extra Provisions

[This part of the licence is for the Community Rail Lead to insert any provisions that they require to add to or to supplement the parties' obligations and requirements as above. Please see the guidance notes. Insert 'Not used' if there are no extra provisions.]

[Not Used]

27. [Heading]

27.1 [etc]

Signatures

Agreed by the parties on the date at the beginning of this licence

Signed by *[insert full name]* as authorised signatory of
Network Rail Infrastructure Limited

Signed by *[insert full name]* as [authorised signatory of]
the licensee