

**TERMS AND CONDITIONS RELATING TO ACCESS TO THE RIVER THAMES FORESHORE  
FOR THE PURPOSE OF LITTER REMOVAL**

## BACKGROUND

- (A) You/Your organisation (You) are proposing to enter onto the Foreshore for the purpose of litter removal.
- (B) The Port of London Authority (PLA) is the freehold owner of the Foreshore and is willing to allow You access to the Foreshore for the purpose of carrying out litter removal subject to the terms and conditions set out below.

### Agreed terms

#### 1. Interpretation

1.1 The following definitions and rules of interpretation apply in this document.

**Authorised Persons:** persons notified in advance to the PLA via the Portal. Authorised age ranges may be specified by the PLA from time to time.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Designated Hours:** the hours designated by the PLA via the Portal for an Event.

**Event:** an event, approved by the PLA via the Portal and logged via the Portal.

**Foreshore:** the relevant part of the freehold area of the River Thames foreshore allocated by the PLA for an Event via the Portal.

**Method Statement:** a written statement outlining your proposed activity (within the Permitted Use) at the Foreshore which shall include a risk assessment.

**Necessary Consents:** all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority in order to carry out the Permitted Use.

**Permitted Use:** to pass and repass on foot only to gain access to and egress from the Foreshore only as part of an Event and only for the purpose of litter removal at the Foreshore and not for any other purpose.

**Portal:** the PLA litter clean-up portal found at <https://cleaningthethames.pla.co.uk/>.

**Treasure:** any coin, fossils, articles of value or antiquity and other remains or things of geological or archaeological interest.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

## **2. Licence**

- 2.1 Subject to clause 3 and clause 4 the PLA grants You licence to enter the Foreshore during the Designated Hours in common with the PLA and all others authorised by the PLA.
- 2.2 You acknowledge that:
- (a) no relationship of landlord and tenant is created between the PLA and You by this licence;
  - (b) the PLA retains control, possession and management of the Foreshore and You have no right to exclude the PLA from the Foreshore; and
  - (c) This licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this licence. The licence can only be exercised by You, your employees and Authorised Persons.

## **3. Your obligations**

- 3.1 You agree and undertake :
- (a) Not to use the Foreshore other than for the Permitted Use;
  - (b) Not to dig or scrape the surface of the Foreshore;
  - (c) to submit such Method Statements to the PLA as it requires for its approval, including but not limited to the age and total number of any Authorised Persons;
  - (d) To obtain and comply with the Necessary Consents and provide copies to the PLA;
  - (e) to access the Foreshore in accordance with the relevant Method Statement and only at the locations and at the times allocated by the Portal;
  - (f) to ensure the Authorised Persons are properly supervised by appropriate and competent persons and in accordance with all relevant legislation and guidance;
  - (g) ensure that satisfactory insurance is in place before each Event in accordance with the requirements found on the Portal from time to time, and provide copies of the said insurance to the PLA at all times;
  - (h) to ensure that You and the Authorised Persons comply with PLA requirements as advised from time to time, whether via the Portal or otherwise, and to produce evidence of compliance upon request; and

- (i) if applicable, to keep any gate locked at all times when You are on the Foreshore and to return the key to the relevant key holder at the end of each Event.
- 3.2 You agree to make good any damage to the Foreshore whether caused by You, your employees or Authorised Persons as soon as possible and to the PLA's reasonable satisfaction
- 3.3 You, and where necessary You shall ensure the Authorised Persons, shall:
  - (a) not cause or permit to be caused anything which is illegal or which may become a nuisance, disturbance, annoyance, inconvenience or interference to the PLA or adjoining owners or occupiers;
  - (b) not act in a way which may amount to a breach of any permit or Necessary Consent;
  - (c) not interfere with the PLA or its employees, servants or agents in its ownership, enjoyment, operation and use of the Foreshore or its equipment at the Foreshore or any right enjoyed by the PLA or occupiers of any adjoining property;
  - (d) Preserve and protect any Treasure discovered on the Foreshore and ensure the PLA is notified of the location of any such Treasure and for the avoidance of doubt all Treasure discovered on the Foreshore shall be the property of the PLA;
  - (e) not erect any structure or place any advert or sign on the Foreshore;
  - (f) remove immediately from the Foreshore and dispose of lawfully, any waste arising from Permitted Use at the end of each Event; and
  - (g) observe any rules and regulations the PLA makes and notifies to You from time to time governing Your use of the Foreshore.

#### **4. Indemnity**

- 4.1 You shall indemnify the PLA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the PLA arising out of or in connection with:
  - (a) These terms and conditions;
  - (b) any breach of the obligations contained in clause 3;
  - (c) the exercise of any rights given under clause 2; and
  - (d) the enforcement of these terms and conditions.

## **5. Termination of the licence**

Licence to access the Foreshore granted to YOU shall end on the earliest of:

- (a) Any date specified by the Portal;
- (b) immediately after any notice given by the PLA to you at any time for breach of any of the obligations contained in clause 3; or
- (c) The expiry of not less than 2 Business Days' written notice given by either party to the other.

## **6. Making good**

At the end of each Event You agree to immediately remove all materials, plant and equipment from the Foreshore and make good the Foreshore to the reasonable satisfaction of the PLA.

## **7. Acknowledgements**

You acknowledge that:

- (a) the Foreshore may be contaminated with substances that may be hazardous to health;
- (b) the Foreshore is operational and operation equipment may be present on or under the Foreshore; and
- (c) the Necessary Consents must be in place at all times and the Permitted Use will be carried out at Your own risk and expense.

## **8. Limitation of PLA's liability**

8.1 Subject to clause 8.2, the PLA is not liable for:

- (a) the death of, or injury to You, your employees, contractors or agents or the Authorised Persons;
- (b) damage to any property to You or your employees contractors or agents or the Authorised Persons; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by You, your employees contractors or agents or the Authorised Persons in the exercise or purported exercise of the rights granted by clause 2.

8.2 Nothing in clause 8.1 shall limit or exclude the PLA's liability for:

- (a) death or personal injury or damage to Foreshore caused by negligence on the part of the PLA or its employees or agents; or

- (b) any matter in respect of which it would be unlawful for the PLA to exclude or restrict liability.

**9. Consequences of termination**

- 9.1 Any provision of terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these terms and conditions shall remain in full force and effect.
- 9.2 Termination or expiry of these terms and conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination or expiry.

**10. Force majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**11. Rights and remedies**

The rights and remedies provided under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

**12. No partnership or agency**

- 12.1 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party
- 12.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.