



[Address]

[Date]

Transport for London
8th Floor,
Yellow Zone
5 Endeavour Square
London,
E20 1JN

Tel: 020 3054 0391

Email: Consentsteam@tfl.gov.uk

Dear [],

[NAME OF HIGHWAY AUTHORITY] – Combined London-wide ULEZ-LEZ Scheme - Implementation Works – Agreement with TfL under Section 8 of the Highways Act 1980.

Background

- A. This Agreement is entered into by the following parties further to recent discussions between them:
- The [London Borough/Royal Borough/City Corporation] of XXXX (“the **Authority**”); and
 - Transport for London (“**TfL**”)
- (together “the **Parties**”) concerning the expansion of the Ultra Low Emission Zone (“ULEZ”) to outer London (“London-wide ULEZ”) to the London Low Emission Zone (“LEZ”) boundary in order to operate the ULEZ Scheme London-wide and to enable the continued operation of the London Low Emission Zone.
- B. The Authority is a Highway Authority under the Highways Act 1980 for certain roads within its area.
- C. TfL is a Highway Authority and a Traffic Authority under the Highways Act 1980 and Road Traffic Regulation Act 1984 for certain roads in London and is also the Charging Authority for both the ULEZ and LEZ road user charging schemes established under section 295 and Schedule 23 of the Greater London Authority

Act 1999 (“GLA Act 1999”, as amended). TfL has powers under paragraphs 4(6)¹ and 14² of Schedule 23 to that Act to place and maintain traffic signs, enforcement cameras and other equipment on roads and other land for purposes in connection with the operation or enforcement of the London-wide ULEZ and LEZ. The Mayor has powers of direction under paragraph 33 of that Schedule.

- D. The Parties wish to formalise, by way of this letter (“the Agreement”), the arrangements for TfL to implement the Improvement Works, (as defined in Section 1.1. below) in connection with the London-wide ULEZ and LEZ on roads for which the Authority is the Highway Authority. The Mayor of London has issued statutory guidance to TfL and the Authority about signage and camera related works as a consequence of the London-wide ULEZ expansion; this Agreement is based on a template issued as part of that guidance.
- E. This Agreement is made by both Parties under section 8 of the Highways Act 1980 and, additionally, by TfL under section 295, paragraph 1(3) of Schedule 10, paragraph 32 of Schedule 11 and under Schedule 23 to the GLA Act 1999 generally in return for the sum of £1 (one pound) paid by TfL to the Authority (the receipt of which the Authority acknowledges).

Agreement

1. Interpretation and scope

- 1.1. The following definitions shall apply:

“*Borough Road*” means a road located within the Authority’s area where the Authority is the highway authority under the Highways Act 1980 for that road;

“*camera*” includes any present or future device or equipment installed for the purposes of capturing vehicle data for purposes connected with the operation or enforcement of the Combined Scheme;

“*Combined Scheme*” means the Ultra Low Emission Zone (“ULEZ”), including as expanded to outer London so as to operate London-wide, and the London Low Emission Zone (“LEZ”) both as set out in the London Low Emissions Zone

¹ Paragraph 4(6) “*Making a charging scheme*” states: “*The charging authority may enter any land, and exercise any other powers which may be necessary, for placing and maintaining, or causing to be placed and maintained, traffic signs in connection with the charging scheme*”

² Paragraph 14 “*Installation of equipment on roads and elsewhere*” states: “*A charging authority may— (a) install and maintain, or authorise the installation and maintenance of, any equipment; or (b) construct and maintain, or authorise the construction and maintenance of, buildings or other structures; used or install to be used in connection with the operation or enforcement of the charging scheme.*”

Charging Scheme (as amended), which is a schedule to the Greater London Low Emission Zone Charging Order 2006 (as amended);

“*design drawings*” means drawings, designs, other locational and technical information showing the relevant Improvement Works proposed to be carried out to a Street Structure(s) and which is subject to Clause 4 below;

“*Direct Installation Powers*” means TfL’s powers under section 295, and paragraphs 4(6) and 14 of Schedule 23 to the GLA Act 1999;

“*Finalised Drawings*” are design drawings finalised under the process set out in Clause 4 below, and has the meaning given to it in clauses 4.2, 4.7(a) and 4.8 (a) or (c) below;

“*Improvement Works*” means the installation, placement and maintenance of traffic signs, enforcement cameras and other related new structures or equipment as more particularly described in clause 3.1 below, and includes (as relevant) any “Adjustment Works” and “Additional Unplanned Works” as described in (c) and (d) of that clause;

“*LoPS*” means the London Permit Scheme for Road Works and Street Works: Traffic Management Act 2004 (September 2015), as amended, and “*LOPS Permit(s)*” refers to any permits, consents or other permissions required for the implementation of the Improvement Works under that permit scheme;

“*Scheme Commencement Date*” means 00:00:01 hours on **TBC: Tuesday 29 August 2023³**, or such later date as TfL shall confirm in writing to the Authority;

“*Street Structure(s)*” means:

- a. any existing
 - sign posts;
 - signal poles,
 - lighting columns and/or
 - other appropriate street furniture; and
- b. any new sign posts or signal poles or other new structures;

(whether the current or intended future responsibility of the Authority or TfL) as TfL considers is required for the purposes of the Combined Scheme (whether solely for those purposes or in combination with others), including such

³ Tuesday 29 August 2023 was the proposed date for the commencement of the expansion of the ULEZ to outer London under the London-wide ULEZ proposals which were the subject of public and stakeholder consultation between June and July 2022. This date is subject to confirmation by the Mayor (with or without modifications) if the Mayor decides that the ULEZ expansion is to proceed.

structures located on such areas of verge or other land described in the Finalised Drawings as TfL considers necessary to implement the Improvement Works in question;

“surveys and testing” includes (without limitation) non-invasive ground investigations such as Ground Penetrating Radar surveys, invasive investigations such as trial holes, and other investigations, surveys such as pull tests of existing or new sign posts or signal poles or other Street Structures and the survey or testing of the state and adequacy of their power supply connections and related ducting or similar, for the purposes of determining their suitability to carry traffic signs and /or cameras;

“traffic sign” means a sign or signs of a design authorised by the Secretary of State under sections 64(1)(b) and 65 of the Road Traffic Regulation Act 1984 specifically for use in connection with the Combined Scheme as contained in **Schedule 1** or otherwise authorised under the Traffic Signs Regulations and General Directions 2016 (as amended).

- 1.2. Nothing in this Agreement applies to the installation of cameras and the related equipment (including electric power feeder pillars, power supply and ducting) by TfL on existing or new traffic signal installations operated by TfL as part of the London traffic control system in its capacity as Traffic Authority for the road in question.

2. Section 8 Delegation to undertake the Improvement Works

- 2.1. This Agreement confirms the implementation and maintenance of the Improvement Works to any Street Structure(s) on a Borough Road within the Authority’s area where:
 - a. TfL considers that the use of the Structure(s) is required for the purposes of the Combined Scheme; and
 - b. Finalised Drawings for those Works and/or Structure(s) have been produced in accordance with Clause 4 below.
- 2.2. In accordance with Section 8 of the Highways Act 1980 the Authority hereby authorises TfL to exercise the Authority’s functions of construction, reconstruction, alteration, improvement, and maintenance on its Borough Roads for the purposes of providing TfL (and its contractors) with:
 - a. access to Street Structures, including areas of verge or other land;
 - b. power to undertake the activities mentioned in clause 2.3 below before the production of Finalised Drawings in accordance with clause 4 below; and

- c. power to undertake Improvement Works on Street Structures for which Finalised Drawings have been produced as referred to in clause 2.1(b) above.
- 2.3. TfL (and its contractors) may carry out preparatory or preliminary activities including (without limitation):
- providing TfL access to Street Structures,
 - the cutting-back or removal of vegetation or foliage (including its on-going maintenance),
 - the carrying out of surveys and testing of such Structures to ascertain their suitability for Improvement Works; and/ or
 - the preparation of design drawings.
- 2.4. An initial indicative list of Street Structures and affected Borough Roads for the carrying out of the Improvement Works, is contained in **Schedule 3**, which is subject to alteration by TfL in accordance with clause 4 below. TfL shall keep the Authority updated as to progress and any changes.
- 2.5. The Authority shall provide TfL with access to such asset data they hold concerning their Street Structures for the purposes of clauses 2.1 to 2.3 above, and (where applicable) shall procure that any PFI Contractor does the same.
- 2.6. A copy of the Secretary of State's authorisation for the use of traffic signs in connection with the Combined Scheme is contained in **Schedule 1**.

3. Improvement Works to Street Structures

- 3.1. The Improvement Works to Street Structures include (but not exhaustively):

Traffic signs

- a. The installation, placement and on-going maintenance on Street Structures as required by TfL of:
- traffic signs and related equipment including the provision of new sign posts or signal poles or other new supporting structures provided solely for the purpose of the Combined Scheme;
 - the removal of superfluous sign posts or signal poles;
 - the installation of temporary or updated traffic sign faces;
 - the removal of obsolete signs and posts/ poles along with appropriate reinstatement;
 - the installation of sign-lighting where required, with associated power connections and ducting works;
 - the carrying out of surveys and testing;

- the cutting back or removal of any vegetation or foliage (including its on-going maintenance) likely to impede or obscure the view of any signs; and
- the testing of any technical, operational or enforcement systems installed.

Camera installations

- b. The installation, placement, on-going maintenance, augmentation, enhancement or modernisation on Street Structures as required by TfL of:
- enforcement cameras or other cameras;
 - electric power feeder pillars;
 - the provision of new sign posts or signal poles or other new supporting structures provided solely for the purpose of the Combined Scheme;
 - the removal of superfluous sign posts or signal poles along with appropriate reinstatement;
 - the installation of associated power connections and ducting works;
 - the cutting-back or removal of any vegetation or foliage (including its on-going maintenance) likely to impede or obscure the operation or view of any camera installation; and
 - the carrying out of surveys and testing, including the testing of any technical, operational or enforcement systems installed.

Adjustment Works

- c. “Adjustment Works”: any adjustments, removals, reinstatements, augmentations and/ or enhancements to all or any of the of the works elements mentioned in (a) or (b) above, including (without limitation) the temporary provision of such works and undertaking monitoring activities to address issues around the enforcement, clarity, improved compliance and public acceptance of the Combined Scheme; and

Additional Unplanned Works

- d. “Additional Unplanned Works” falling within (a) to (c) above undertaken to further the enforcement, clarity, improved compliance and public acceptance of the Combined Scheme.
- 3.2. The survey or testing of any Street Structures as part of the above Improvement Works shall be carried out by TfL and its contractors, not by the Authority, its contractors or any Private Finance Initiative (PFI) contractors (where applicable).
- 4. Approval process for design drawings**

- 4.1. The Parties will co-operate and use their reasonable endeavours with the objective of producing “*Finalised Drawings*” for individual Improvement Works (including any Adjustment Works and/or Additional Unplanned Works) on Street Structure(s) in as efficient and effective a way practicable, including with as few revisions as necessary, in accordance with the process set out in clauses 4.6 to 4.8 below (“*Stages 1 and 2*”).
- 4.2. If the Authority does not respond to TfL within the timescales provided in Stages 1 and 2 then, unless an extension of time has been agreed with TfL in advance, the latest or last design drawing submitted to it by TfL when the applicable time limit expires shall be deemed to be the applicable “*Finalised Drawings*” for the purposes of clause 2.1 above, subject to the following:
 - a. Where First Issue Drawings have been submitted by TfL to the Authority before the date of this Agreement then the timescales under Stage 1 below shall start from the date of this Agreement rather than the earlier date the drawings were supplied, and the Authority may provide its response before this Agreement is signed.
 - b. Where the Authority only requests changes to some of the First Issue Drawings at Stage 1 the remainder will be deemed to be agreed as *Finalised Drawings* for the purposes of clause 2.1 above.
- 4.3. The Authority’s responses to TfL’s design drawings at Stages 1 and 2 shall be given by completion of the response form at **Schedule 2**.
- 4.4. If the Authority has entered into Private Finance Initiative (or similar) arrangements with a person (“*PFI Contractor*”) for the provision and maintenance of any Street Structure(s) for which the former is responsible then the Authority shall transmit the design drawings at Stages 1 and 2 below to its PFI Contractor as soon as received by them and shall procure that the PFI Contractor provides comments to it in sufficient time for the Authority to respond to TfL within the required timescales, which shall be strictly adhered to.
- 4.5. The Parties (including any PFI Contractor as above) will use email to communicate and provide each other with electronic copies of the design drawings and may extend the time periods referred to in Stages 1 and 2 below by mutual agreement (to be confirmed by email).

Stage 1

- 4.6. As soon as reasonably practicable after TfL has undertaken relevant Street Structure surveys and testing, TfL will provide to the Authority initial design drawings (“*First-issue Drawings*”) indicating the Improvement Works intended to

be carried out to one or more identified Street Structures at a specific location(s) identified in the drawings.

- 4.7. The Authority shall provide to TfL its response within 10 working days of receipt (unless TfL has indicated a longer period to do so) and its response must indicate to TfL whether:
- a. The Authority agrees the First-issue Drawings as submitted (which may be all or some of the First-issue drawings), which shall then become the applicable “Finalised Drawings” for the purposes of clause 2.1 above (including as amended by any changes proposed by the Authority and accepted by TfL or otherwise agreed between them).
 - b. The Authority requests changes to specific Improvement Works and/ or a number of the First-issue Drawings, when as part of its response it shall provide TfL with marked-up changes to those drawings along with an accompanying explanation which TfL shall consider.
 - c. However, if TfL does not consider the Authority’s suggested changes in (b) above to be acceptable then TfL will set out the reasons in the response form emailed to the Authority and then Stage 2 shall apply.

Stage 2

- 4.8. Relevant and appropriate officers from each of the Parties shall communicate directly with each other as soon as possible about the matters concerning them with a view to finding a mutually agreed solution, after which:
- a. If TfL considers it appropriate to do so, it may submit to the Authority revised design drawings (“*Second-issue Drawings*”) in respect of that particular Street Structure(s) which implement the agreed solution; and those drawings shall then become the applicable “Finalised Drawings” for the purposes of clause 2.1 above; or
 - b. TfL may confirm it will not proceed with Improvement Works to that particular Street Structure(s), in which case it may choose to submit to the Authority new design drawings (First-issue Drawings) in respect of a different Street Structure(s), whereupon Stages 1 and 2 shall be repeated in respect of those drawings except that the time limit for the Authority to respond at Stage 1 shall be 5 working days (instead of 10 working days) unless TfL has indicated a longer period will apply; or
 - c. Notwithstanding clauses (a) or (b) above, TfL may choose to exercise its Direct Installation Powers to proceed with the Improvement Works on the same Street Structure(s) in question without design drawings having been agreed by the Parties, and in those circumstances TfL may issue “*Second-issue Drawings*” to the Authority, where the design shall, so far as TfL

considers reasonable (if at all), accommodate the Authority's concerns (including changes to the Improvement Works or earlier design drawings); and those drawings shall then become the applicable "Finalised Drawings" for the purposes of clause 2.1 above.

- 4.9 Notwithstanding Stages 1 and 2 above, the TfL may at any time propose variations to the Finalised Drawings in which case Stages 1 and 2 will be repeated whereafter the applicable "Finalised Drawings" for the purposes of clause 2.1 above will be subject to any such variations.
- 4.10 TfL and its contractors will use their reasonable endeavours to implement the Improvement Works on Street Structures as expeditiously as practicable in accordance with the applicable Finalised Drawings, subject to a margin of tolerance of 5 metres.
- 4.11 Following completion of the Improvement Works TfL shall as soon as practicable provide the Authority with a schedule of equipment, the relevant Street Structure(s) and its location as a record of the Improvement Works carried out by TfL.

5. Timetable for implementing the Improvement Works

- 5.1. Implementation of the initial Improvement Works will be undertaken by TfL and/ or its contractors over (approximately) a period of 12 to 20 months:
 - a. The Improvement Works may commence up to 9 months in advance of the Scheme Commencement Date with the aim of completing all or the majority of such Works by that Date;
 - b. "Adjustment Works" are expected to be completed up to 12 months after the Scheme Commencement Date, including any outstanding Improvement Works; and
 - c. "Additional Unplanned Works" (if any) are expected to take place after the Scheme Commencement Date, to be completed by TfL as soon as reasonably practicable after TfL identifies the requirement for such works to be carried out.

6. Commencement of Improvement Works and LoPS approvals

- 6.1. The Parties agree that the Improvement Works to Street Structures authorised by clauses 2.1 to 2.3 above (whether implemented individually, in groups or in totality, sequentially or concurrently) fall within the "Minor Activities" category (set out in LoPS at paragraph 4.4.1 and 4.4.4) unless a Temporary Traffic Regulation Order is required to be put in place in order for the works to be carried out in which case they will be regarded as "Major Activities" within paragraph 4.4.2.

- 6.2. Notification of the commencement or implementation of Improvement Works by TfL or its contractors to individual Street Structures shall be made to the Authority by TfL or the contractor by application through the LoPS.
 - 6.3. Prior to commencing operations to implement the Improvement Works, TfL or its contractors shall submit applications for all LoPS Permits in accordance with that scheme, including the payment of any applicable fees.
 - 6.4. The Authority will comply with the appropriate response times set out in the LoPS.
 - 6.5. The Authority will notify TfL or its contractors as soon as possible if it considers any application under LoPS to be defective in any way with such information as will allow the latter to remedy the application as expeditiously as possible.
 - 6.6. Approvals for LoPS Permits shall not be unreasonably withheld or delayed by the Authority, which will issue the relevant Permit documentation to TfL or its contractors within 24 hours of its approval or its deemed permit approval under LoPS.
 - 6.7. The Parties will use their best endeavours to resolve any disputes between them under section 16 of the LoPS, and agree that the appropriate dispute resolution procedure to be used in the first instance is the Dispute Review procedure set out at paragraph 16.5 of the LoPS.
- 7. Costs of Improvement Works, future maintenance and indemnity**
- 7.1 TfL will bear the whole cost of implementing the Improvement Works.
 - 7.2 The maintenance and future modernisation of the traffic signs, enforcement cameras and other equipment installed on Street Structures by TfL as Improvement Works will become or remain the responsibility of TfL until the Combined Scheme (or elements of it) is varied or revoked so as to make them no longer required whereupon TfL will remove them and make good.
 - 7.3 The subsequent relocation of installed Improvement Works due to the Authority's or third parties' works affecting the operation of cameras or equipment or the visibility of traffic signs will be undertaken by TfL, and the work's promoter (Authority or third party) will pay TfL's full costs. The cost of the relocation works will be agreed and paid to TfL in advance of any such works.
 - 7.4 TfL will indemnify the Authority from and against all liabilities, actions, costs, claims, demands, charges, taxes and expenses whatsoever arising or which may arise out of or be incidental to or in connection with the execution of the

Improvement Works and in relation to its maintenance thereafter, and shall make good any damage caused to Street Structures arising out of the Improvement Works. This is provided always however that such indemnity shall not apply to liability, action, cost, claim, charge, taxes or expenses that may arise out of any act or omission on the part of the Authority, its agents or contractors.

7.5 TfL will pay the Authority's reasonable legal fees in connection with entering into this Agreement.

8. Cooperation and good faith

8.1. The Parties shall co-operate with, act reasonably and in good faith towards one another in connection with the implementation of this Agreement generally, and in particular for the purpose of securing the following in an expeditious manner:

- (a) the production of Finalised Drawings under Clause 4 above;
- (b) the approval and issue of LoPS Permits under Clause 6 above;
- (c) the resolution of any dispute between the Parties concerning their rights and obligations under this Agreement (except as provided for in clause 6.7 above) including by each organisation making all reasonable efforts to resolve any such dispute by reference to appropriate members of their respective senior management; and
- (d) the completion of the Improvement Works (or enough of them as TfL considers appropriate) sufficiently in advance of, and by no later than, the Scheme Commencement Date including to allow time for appropriate testing of any technical, operational or enforcement systems to take place.

Direct Installation Powers

8.2. If, notwithstanding efforts to resolve any dispute under clause 8.1(c) above, any such dispute remains between the Parties, TfL reserves the right to exercise its Direct Installation Powers, if it considers that it is necessary or expedient to do so to secure that the Improvement Works (or enough of them as TfL considers appropriate) are completed sufficiently in advance of the Scheme Commencement Date, including (without limitation) to allow appropriate testing of any technical, operational or enforcement systems to take place.

8.3. TfL will only exercise its Direct Installation Powers after having given the Authority appropriate prior notice of its intention to do so and considering any reasonable and timely representations received from the Authority.

8.4. This Agreement is without prejudice to the Mayor of London's powers under paragraphs 33 and 34 of Schedule 23 to the GLA Act 1999.

9. Variations, Third Party Rights and jurisdiction

9.1. This Agreement may be varied by a letter signed by or for and on behalf of both Parties, which shall be communicated by email only (not by post or other delivery in hardcopy).

9.2. Any third party who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 ("the Third Party Act") to enforce any term of this Agreement even though a term may purport to confer or may be construed as conferring a benefit on a third party. This does not affect any right or remedy of a third party, which exists or is available apart from the Third Party Act.

9.3. This Agreement is governed by the laws of England and Wales and is subject to the jurisdiction of its courts.

10. Revocation of previous LEZ, ULEZ, ULEX agreements

10.1. The Parties agree that any previous agreements between them regarding the installation and maintenance of traffic signs, enforcement cameras, posts/ poles, electricity supply pillars, ducting and associated works ("Previous Improvement Works") under Section 8 of the Highways Act 1980 and/ or section 65 of the Road Traffic Regulation Act 1984 concerning the operation and enforcement of:

- (a) the LEZ which came into force from 4 February 2008;
- (b) the original ULEZ in central London which came into force from 8 April 2019; and
- (c) the expansion of the ULEZ to inner London (ULEX) which came into force from 25 October 2021,

are hereby revoked and the Previous Improvement Works are to be governed by this Agreement instead.

11. Notices

11.1. Any Notice to be given pursuant to this letter of Agreement shall be served by emailing it (not by post or other delivery in hardcopy) to:

(a) Authority: [Lead Contact Name and email address], [Authority name], [Authority postal and relevant email addresses] and;

(b) Highway Consents Team, Transport for London, 5 Endeavour Square, 8th Floor, Yellow Zone, London, E20 1JN by email to HighwayConsents@Tfl.gov.uk. : FAO: [Lead Contact Name]

Schedules :

- **Schedule 1:** Secretary of State's authorisation for the use of new traffic signs for use in connection with the Combined Scheme
- **Schedule 2:** Design Drawings Response Form
- **Schedule 3:** Indicative list of Street Structures and affected Borough Roads.

Please confirm your agreement to the above by signing a copy of this letter and emailing it in PDF format to the email address above.

Yours sincerely,

Name:
**Director Capital Systems Delivery
Transport for London**

For Authority Signature Only

Signed.....

Print Name.....

On behalf of the [London Borough/ City/ Royal Borough/Corporation of XXXX]
("the Authority")

Date.....

For Highways Consents team use only.

SCHEDULE 1

Secretary of State's authorisation for the use of new traffic signs for use in connection with the Combined Scheme

[TO INSERT]

SCHEDULE 2

Design Drawings Response Form for Authority's Use

Authority – (Name)						
Stage 1				Stage 2		
Drawing Number Inc. revision	Issue Date	Authority response	Response date	TfL response/action	Response date	Decision

SCHEDULE 3

Initial indicative list of Street Structures and affected Borough Roads

Traffic signs

Road Name		Road Name		Road Name

Cameras

Road Name		Road Name		Road Name