Rights of Access to Imperial College Road

List of contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>A. Rights granted to the Museum</td>
<td>2</td>
</tr>
<tr>
<td>B. Rights granted to Imperial College</td>
<td>5</td>
</tr>
<tr>
<td>C. Obligations of Imperial College</td>
<td>6</td>
</tr>
<tr>
<td>D. Obligations of the Museum</td>
<td>7</td>
</tr>
<tr>
<td>E. Mutual rights</td>
<td>8</td>
</tr>
<tr>
<td>F. Mutual obligations</td>
<td>10</td>
</tr>
<tr>
<td>G. Disputes resolution</td>
<td>10</td>
</tr>
<tr>
<td>Appendix 1</td>
<td>Plan 1</td>
</tr>
<tr>
<td>Appendix 2</td>
<td>Plan 2</td>
</tr>
<tr>
<td>Appendix 3</td>
<td>Plan 3</td>
</tr>
</tbody>
</table>
Introduction

1. This briefing note summarises the rights and obligations created by the mutual deed dated 10th August 2001 between Imperial College of Science, Technology and Medicine (“Imperial College”) and the Board of Trustees of the Science Museum (the “Museum”)

2. This briefing note is intended to provide guidance for those dealing with the day-to-day management of the land and buildings of Imperial College and the Museum. However, if any difficult or contentious issues arise, reference should always be made to the mutual deed itself, and appropriate advice taken.

3. This briefing note is intended for the use only of Imperial College and the Museum and we accept no responsibility for any reliance placed on it by any other party.

Dated 10th August 2001

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD

Ref: CLJ/NMH/037046.00020
A. **Rights granted to the Museum**

1. Right of way over the areas coloured mauve, coloured blue and cross hatched black and coloured crimson and hatched black on Plan 1.
   
   1.1 Only for Museum staff and school parties.
   
   1.2 Only to and from the Schools’ Entrances marked “B” and “C” on Plan 2.
   
   1.3 On foot only.

2. Right of way over the area coloured blue and hatched in black on Plan 1 to and from the parking area coloured yellow on Plan 1.

3. Use of the parking area coloured yellow on Plan 1.
   
   3.1 Generally only cars and light commercial vehicles.
   
   3.2 Heavy commercial vehicles and skips only temporarily in connection with minor works.

4. Right of way over the areas coloured blue and hatched black and coloured mauve on Plan 1.
   
   4.1 On foot or with vehicles.
   
   4.2 Only to and from Museum entrances/exits adjacent to the area coloured mauve.

5. Right of way over the area coloured blue and hatched black and Imperial College Road up to the line “AB” on Plan 1, the area coloured light green on Plan 1 and the areas coloured grey, pink and brown on Plan 1.
   
   5.1 On foot or with vehicles, save where stated.
   
   5.2 For the following purposes:

   5.2.1 repairing the area coloured crimson and hatched black on Plan 1
   
   5.2.2 maintenance of the Observatory Building
   
   5.2.3 deliveries to the access marked “L” on Plan 1 (not plant, machinery, materials or otherwise for building, demolition or other works). At least 14 days’ written notice to Imperial College required
   
   5.2.4 collecting and removing refuse (not building or demolition materials or debris) from the area between the two points marked “M” on Plan 1, only once a day between 8 am and 6 pm
   
   5.2.5 access to cash collection point marked “H” on Plan 1
5.2.6 parking cars and light commercial vehicles in the area coloured green and cross hatched black (also marked “K”) on Plan 1

5.2.7 fire escape (on foot only)

5.2.8 access for emergency service vehicles and personnel

5.2.9 maintenance, repair and works (see paragraphs A7 and A8 below)

5.2.10 bringing or removing cranes to/from permitted areas (see paragraph A9 below) and using them for delivery or removal of exhibits, plant and machinery

5.2.11 works to Observatory Building fire escape (see paragraph A11 below)

5.2.12 access to the point marked “F” on Plan 1 in connection with Museum plant room rights (see paragraph A12 below).

6. Right of way over Imperial College Road beyond the line “AB” and over the area coloured orange on Plan 1.

6.1 Only if necessary because of size of relevant vehicle or load (and it is agreed that the nitrogen tank in Observatory Road is an obstruction to vehicles while it remains in its existing position).

6.2 Only for the purposes listed in paragraphs A5.2.3, A5.2.8, A5.2.9 and A5.2.10 above.

7. Use of the areas coloured brown and grey on Plan 1 and the area coloured grey on Plan 2.

7.1 With workmen, plant, equipment, materials, scaffolding and cranes.

7.2 For the following purposes:-

7.2.1 repair, maintenance, alteration, demolition or reconstruction of adjacent Museum buildings

7.2.2 repair, maintenance, renewal or replacement of the Museum fire escapes (new fire escapes must be of materially same size and specification)

7.2.3 at least three months’ written notice to Imperial College required, except in emergency when notice must be given as soon as reasonably practicable

7.2.4 Imperial College may require information about works.

8. Use of the area coloured pink on Plan 1.

8.1 With workmen, plant, equipment, materials, scaffolding and cranes.
8.2 For repair and maintenance of buildings on area edged yellow on Plan 1 (not demolition, construction or alteration save for minor works as part of repair and maintenance).

8.3 At least three months’ written notice to Imperial College required, except in emergency when notice must be given as soon as reasonably practicable.

8.4 Imperial College may require information about works.

9. To stand and operate cranes on the areas coloured dark blue on Plan 1.

9.1 Only when necessary for bringing in or removing exhibits, plant and machinery.

9.2 At least three months’ written notice to Imperial College required, except in emergency when notice must be given as soon as reasonably practicable.

9.3 Only one area to be used at any one time.

9.4 The Museum may relocate the crane areas to other positions along the northern edge of the land coloured grey on Plan 1 or one of them, once only, to the land coloured pink, so long as no Imperial College building within 5 metres of centre of new area and subject to Imperial College’s written consent, not to be unreasonably withheld or delayed, and the Museum carrying out any necessary strengthening works.

9.5 The right may be terminated if the Museum’s abutting or adjacent buildings cease to be used for the display of exhibits to the general public as part of a science museum for any continuous period of 5 years.

10. To use the fire escape from the Observatory Building.

11. Use of Imperial College land adjoining the Observatory Building fire escape for the purposes of carrying out works to the fire escape.

11.1 At least 30 days’ written notice to Imperial College required, except in emergency when notice must be given as soon as reasonably practicable.

11.2 Imperial College may require information about works.

12. Right of way to the Museum’s plant room over the route hatched red on Plan 3, from point “F” marked on Plans 1 and 2.

12.1 On foot only, but with necessary plant, equipment, machinery and materials.

12.2 Imperial College may divert the route.

12.3 The right may be terminated if internal access from the Museum becomes available.
13. Right of way to the basement of the Observatory Building over the route coloured brown on Plan 3.
   13.1 On foot only.
   13.2 Imperial College to supply keys to internal doors.
   13.3 Imperial College may terminate the right by six months’ notice.

14. To retain overhanging fire escapes.

15. To relocate the cash collection point referred to in paragraph A5.2.6 above:-
   15.1 Only along boundary between land edged green on Plan 1 and land coloured brown and grey on Plan 1.
   15.2 Imperial College’s written consent required, not to be unreasonably withheld or delayed.

16. Generally the Museum’s rights are subject to:-
   16.1 causing minimum interference
   16.2 complying with Imperial College’s reasonable requirements
   16.3 making good damage.

B. Rights granted to Imperial College

1. Right of way through the Museum’s plant room over the route hatched purple on Plan 3.
   1.1 On foot only, but with necessary plant, equipment, machinery and materials.
   1.2 Museum may divert the route between points “X” and “Y” on Plan 3.
   1.3 The right may be terminated if internal access from Imperial College becomes available.
   1.4 Subject to causing minimum interference, complying with the Museum’s reasonable requirements and making good damage.

2. To use the fire escape from the Observatory Building.

3. To receive pressurized hot water from the Natural History Museum, but if this service is not used for two years or more the Museum may terminate the right.

4. To operate car parks, parking bays, barriers, buildings, gates and other facilities for traffic and pedestrian control, traffic calming, parking and security and to implement security arrangements on its land, as long as the Museum’s rights of way are not materially, adversely affected.
5. To build at a height of at least six metres over the land hatched black on Plan 1 and the land coloured light green on Plan 1, subject to the conditions summarised in paragraph B7 below.

6. To build upon, obstruct, stop up or close the land coloured orange and light green on Plan 1 and the section of Imperial College Road between the points marked “A” and “B” on Plan 1, as long as the Museum is provided with alternative and not materially less commodious means of access and egress.

7. To occupy, obstruct or close temporarily the land coloured light green, brown, grey, pink and orange on Plan 1 and the section of Imperial College Road between the points marked “A” and “B” on Plan 1 for building or demolition works.

7.1 No materially less commodious means of escape and means of access for emergency vehicles must be provided.

7.2 At least 30 days’ written notice to the Museum required (at least six months’, unless otherwise agreed, if delivery or removal of exhibits, plant or equipment affected).

7.3 Imperial College and the Museum will liaise and co-operate regarding any proposed delivery or removal of exhibits, plant or equipment notified to Imperial College in writing prior to letting of the relevant building or demolition contract.

7.4 Imperial College must use reasonable endeavours to keep closure to a minimum and not in any event to exceed six months.

8. To remove the Observatory Building fire escape.

8.1 At least three months’ written notice to the Museum required.

8.2 Imperial College must use its best endeavours to provide an alternative means of escape if necessary to satisfy statutory requirements.

C. **Obligations of Imperial College**

1. To maintain areas which the Museum has the right to use. The Museum has the right to carry out necessary works in the event of default subject to giving Imperial College written notice of default, a reasonable period to remedy the default and at least seven days’ written notice of entry.

2. To use reasonable endeavours to keep Imperial College Road and the roads coloured light green, brown, grey, pink and orange on Plan 1 unobstructed.

2.1 No liability for the areas coloured blue and cross hatched black on Plan 1.

2.2 No liability for obstructions caused by the Museum or its tenant or undertenant of the Post Office Building.
3. To pay half of costs of cleaning, repairing, replacing or renewing the footpath coloured mauve on Plan 1, subject to adjustment if there is a material change in circumstances. Disputes resolution procedure applies (see section G below).

4. To comply with the Museum’s reasonable security procedures and requirements and the other conditions imposed by the mutual deed in exercising the rights granted to Imperial College.

D. Obligations of the Museum

1. To maintain the footpath coloured mauve on Plan 1, the areas coloured crimson and hatched black on Plan 1 and coloured blue and cross hatched black on Plan 1, the Observatory Building fire escape and fire escapes/structures overhanging or attached to Imperial College’s land. Imperial College has the same default rights, in relation to this obligation and those summarised in paragraphs D2 and D3 below, as those referred to in paragraph C1 above.

2. To keep the footpath coloured mauve on Plan 1, the areas coloured crimson and hatched black on Plan 1 and coloured blue and cross hatched black on Plan 1 and the parking area coloured yellow on Plan 1 clean and free from debris.

3. To use reasonable endeavours to keep the footpath coloured mauve on Plan 1 and the areas coloured crimson and hatched black on Plan 1 and coloured blue and cross hatched black on Plan 1 unobstructed.

4. To contribute towards costs of inspecting, repairing, cleaning, maintaining, resurfacing, renewing, replacing and keeping unobstructed areas which the Museum has the right to use.

4.1 Payment within 30 days of written demand.

4.2 Amount is fair proportion according to use, which includes use by the Post Office and other tenants and occupiers of the Museum’s land (but 100% in relation to parking area coloured yellow on Plan 1).

4.3 Proportion subject to adjustment if the areas are reduced by parking bays or the like or there is any other material change in circumstances.

4.4 Disputes resolution procedure applies (see section G below).

5. To contribute towards costs of inspecting, cleaning, maintaining, operating, replacing and renewing the Imperial College Road gatehouse and associated equipment.

5.1 Payment within 30 days of written demand.

5.2 Amount is fair proportion according to use.

5.3 Improvement element of any capital costs excluded.

5.4 Disputes resolution procedure applies (see section G below).
6. Not to park or permit parking on or otherwise obstruct the areas which the Museum has the right to use and the area coloured blue and cross hatched black on Plan 1, except as permitted by the rights granted to the Museum.

7. To comply with Imperial College’s reasonable security procedures and requirements and the other conditions imposed by the mutual deed in exercising the rights granted to the Museum.

8. Not to construct or use any new access/egress point to/from the footpath coloured mauve on Plan 1 without Imperial College’s written consent, not to be unreasonably withheld or delayed, and then only in accordance with Imperial College’s reasonable requirements.

9. So far as legally possible, to ensure that the tenant and undertenant of the Post Office Building comply with the terms of the mutual deed. If the tenant or undertenant causes any obstruction then either the Museum or Imperial College may, with the written consent of the other which is not to be unreasonably withheld or delayed, take proceedings to restrain the obstruction and the aggregate net costs of such proceedings are to be paid in equal shares.

E. Mutual rights

Both the Museum and Imperial College have the following rights:-

1. To use service media serving one party’s land but in, on or under the other party’s land.
   1.1 Only applies to those existing at 10th August 2001.
   1.2 Overloading prohibited.

2. To carry out works to service media exclusively serving the land of one party (called the “entrant”) but in, on or under the land of the other party (called the “owner”).
   2.1 Reasonable written notice (at least 30 days) must be given by the entrant, with full details of works.
   2.2 Within 21 days of such notice the owner may elect to carry out the works itself, but at the cost of the entrant.
   2.3 The entrant has default rights to carry out/complete works if the owner, having elected to do so, does not.
   2.4 The owner may always effect emergency works if the entrant has not started carrying out proposed works.
   2.5 Disputes resolution procedure applies (see section G below).
   2.6 Subject to causing minimum interference, complying with reasonable requirements, making good damage and providing reasonable information.
3. To retain existing buildings and erect new buildings notwithstanding interference with light or air.

4. To carry out development notwithstanding nuisance or annoyance caused, as long as they are kept to the minimum reasonably practicable.

5. To oversail the other party’s land with booms or counterbooms of cranes.
   5.1 Reasonable written notice (at least six months) must be given.
   5.2 Only so far as buildings on the other party’s land permit, having due regard for safety.
   5.3 Does not inhibit construction, extension or alteration of buildings on the other party’s land while right not being exercised.
   5.4 Details of number, locations and nature of cranes, purposes for which they are to be used and estimated periods of use must be provided.
   5.5 All necessary planning permissions and other consents must be obtained and the cranes operated in compliance with them and in accordance with best engineering practice.
   5.6 Cranes must be properly maintained, operated only by suitably skilled persons, not overloaded and operated so as to prevent interference with receipt or transmission of electronic signals.
   5.7 Cranes and their use to be insured.
   5.8 Disputes resolution procedure applies (see section G below) if both parties have conflicting requirements for use of cranes.

6. To divert service media in, on or under its land but used by the other party.
   6.1 No permanent and material reduction in quality or quantity of services that may be transmitted.
   6.2 Diversion notice and full technical details must be given.
   6.3 Other party may object or require further information.
   6.4 At least 14 days’ written notice of any interruption of services must be given.
   6.5 Subject to using all reasonable endeavours to cause minimum practicable interference with supply of services.
   6.6 Disputes resolution procedure applies (see section G below).

7. To relocate plant rooms/plant room equipment.
   7.1 At least 18 months’ written notice required.
   7.2 Information about works may be required by the other party.
7.3 The party carrying out the works must use all reasonable endeavours to avoid or minimise interruption of services.

8. The walls between the points marked “PW1”, “PW2” and “PW3” on Plan 1 are party walls.

F. **Mutual obligations**

Both the Museum and Imperial College have the following obligations:-

1. To maintain service media in, on or under its own land but used jointly by both parties.

   1.1 The other party must contribute a fair proportion of the cost according to use.

   1.2 The other party has the right to carry out necessary works in the event of default, subject to giving notice of default and notice of entry.

   1.3 Disputes resolution procedure applies (see section G below).

2. Not to overload, obstruct or contaminate service media in, on or under the other party’s land.

3. To maintain service media exclusively serving its own land but in, on or under the other party’s land.

G. **Disputes resolution**

1. Relevant disputes are to be determined by an expert.

2. For legal disputes the expert will be a solicitor or barrister of at least ten years’ standing, appointed by agreement or, in default of agreement, by or on behalf of the President of the Law Society.

3. For technical disputes the expert will be a chartered surveyor, appointed by agreement or, in default of agreement, by or on behalf of the President of the RICS.

4. The expert will invite written representations, cross representations and supporting evidence from the parties and give his written decision within one month, or such longer period as the parties agree, failing which a new expert may be appointed.

5. The fees, charges and costs of the expert will be borne in equal shares, unless he decides otherwise.