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(1) THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM (2) SCMG ENTERPRISES LIMITED (3) CITY OF YORK COUNCIL

PERMISSIVE PATH & WALKWAYS AGREEMENT

RELATING TO THE NATIONAL RAILWAY MUSEUM, LEEMAN ROAD, YORK



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THIS AGREEMENT is made the day of 27 APRIL 2021

BETWEEN:-

- (1) THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM of Exhibition Road, South Kensington, London SW7 2DD ("the First Owner");
- (2) SCMG ENTERPRISES LIMITED (Company registration number 02196149) of Exhibition Road, South Kensington, London SW7 2DD ("the Second Owner"); and
- (3) THE COUNCIL OF THE CITY OF YORK of West Offices, Station Rise, York Y01 6GA ("the Council").

WHEREAS:-

- (A) The land known as the National Railway Museum, Leeman Road, York is within the area for the proposed development known as York Central, which has been granted outline planning permission under reference 18/01884/OUTM.
- (B) The Outline Permission grants permission for, amongst other development, expansion of the NRM. The Owners are preparing an application for RMA for that part of the Development. That application will include a proposal to create a new Central Hall to link the two main parts of the NRM.
- (C) Central Hall will be positioned on what is currently a section of Leeman Road. An application has therefore been made under section 247 of the 1990 Act for an order which if made would stop up of a length of Leeman Road within and adjacent to the Site ("Order") to enable the Development to be carried out.
- (D) The First Owner is the registered proprietor of land within the Site to the north of Leeman Road registered with title number NYK193906. The Second Owner is the registered proprietor of land within the Site to the south of Leeman Road registered with title number NYK210385.
- (E) The Owners wish to provide a pedestrian route through the land within their ownership within the Site as a footpath for use by the public subject to the limitations and conditions contained in this deed. Part of the footpath will pass through the new Central Hall. The remainder of the footpath will lie outside the new Central Hall and connect the footpath passing through Central Hall to the public highway to the east and west.
- (F) The Council is the highway authority for the purposes of the 1980 Act for the area in which the Site is located and is a principal council for the purposes of section 33 of the 1982 Act.
- (G) The parties consider that the Route should be made available to the public and that provision should be made for regulating its use and maintenance and related matters and have agreed to enter into this Agreement to that end.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meaning:-

"1980 Act" means the Highways Act 1980

"1982 Act" means the Local Government (Miscellaneous Provisions)

Act 1982

"1990 Act" means the Town and Country Planning Act 1990

"Application" means an application made to the Secretary of State and given reference NATTRAN/Y&H/S247/3854 for the

stopping up of part of Leeman Road, York under section 247 of the 1990 Act to enable the Development to be carried out

"Central Hall"

means the new building proposed to be crected on the Site pursuant to the Outline Permission and the RMA

"Development"

means the development permitted by the Outline Permission

"Highways Director"

means the Council's Director of Transport, Environment and Planning

"Management Principles"

means the principles for the management of the Route contained in Schedule 2

"Museum Director"

means the Museum Director at the NRM

"NRM"

means the National Railway Museum in York

"Opening Date"

means the date on which Central Hall is first opened to the public

"Order"

means an Order made under section 247 of the 1990 Act pursuant to the Application

"Outline Permission"

means the planning permission granted by the Council with reference 18/01884/OUTM (as amended by approval granted for non-material amendment reference 20/02285/NONMAT and any future non-material amendments approved by the Council acting as local planning authority)

"Owners"

means the First Owner and the Second Owner

"Permissive Path"

means that part of the Route which will lie outside Central Hall and connect the Walkway to the public highway to the east and west

"Reasonable Endeavours"

means it is agreed by the parties that the party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable

"Regulations"

means the Walkway Regulations 1973 (SI 1973/686) (as amended)

"RMA"

means a reserved matters approval pursuant to the Outline Permission for development on the Site including Central Hall

"Route"

means a pedestrian route within the Route Corridor through the Site from the public highway at its eastern and western boundaries as shown indicatively coloured pink on the Route Plan and which will pursuant to clauses 3.3 to 3.6 be identified on the Walkway Plan and accord with the Design Principles

"Route Corridor"

means the area shown indicatively coloured pink on the Route Plan (and which will also pursuant to clauses 3.3 to 3.6 be identified on the Walkway Plan) within which the Route can be temporarily realigned only in accordance with the provisions of Clause 5

"Route Plan"

means the plan at Appendix 2

"Specification"

means the specification for the Route to be prepared pursuant to Clause 3

"Site"

means the land known as the National Railway Museum, Leeman Road, York shown edged red on the plan at Appendix 1

"Walkway"

means that part of the Route which will pass through Central Hall to be constructed and made available to the public in accordance with the provisions of this Agreement

"Walkway Plan"

means a plan showing (a) the Route Corridor and (b) the direct route of the Permissive Path and the Walkway within the Route Corridor

1.2 Where the context so requires:-

- 1.2.1 the singular includes the plural and vice versa and words importing the masculine gender only include the feminine and neuter genders and extend to include a corporation sole or aggregate;
- 1.2.2 references to any party or body in this Agreement shall include the successors in title and assigns of that party (including the personal representatives of a deceased individual) and in the case of the Council shall include the successors to its respective statutory functions;
- 1.2.3 wherever there is more than one person named as a party and/or where an obligation falls to be performed by more than one party all their covenants can be enforced against all of them jointly and against each individually unless there is an express provision otherwise;
- 1.2.4 any covenant by a party not to do any act or thing shall be deemed to include a covenant not to cause, allow, permit, procure or suffer the doing of that act or thing;
- 1.2.5 unless the context otherwise requires, any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it;
- 1.2.6 references to Clauses, paragraphs, and Schedules are references to clauses, paragraphs, and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement;
- 1.2.7 the headings and contents list are for reference only and shall not affect construction of this Agreement.

- 1.2.8 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.2.9 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2 LEGAL EFFECT

- 2.1 This Agreement is made pursuant to section 35 of the 1980 Act, section 33 of the 1982 Act and all other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Agreement are entered into by the Owners with the intention that, by virtue of section 35(4) of the 1980 Act they shall bind the interests held by those persons in the Site and their respective successors and assigns.
- 2.3 This Agreement shall take effect subject to the Regulations and subject to any byelaws made by the Council pursuant to clause 2.4 and confirmed by the relevant Secretary of State.
- 2.4 The Council may, with the consent of the Owners, from time to time make byelaws in respect of the Walkway in accordance with section 35 of the 1980 Act.
- In accordance with clause 4.1, the Owners shall dedicate the Walkway as a footpath over and along which the public shall have the right to pass and repass on foot only subject to:
 - 2.5.1 the Regulations;
 - 2.5.2 section 35 of the 1980 Act; and
 - 2.5.3 the provisions of this Agreement.
- 2.6 It is acknowledged that save as provided in clause 2.5 the Owners do not intend to dedicate any new public rights of way through the Site
- 2.7 Nothing in this Agreement shall:
 - 2.7.1 be construed as affecting or interfering with the ownership of the sub-soil of the Site (except so much of the sub-soil of the land as is required to support the Walkway) which shall still form part of the property held by the Owners subject to the statutory powers of the Council as highway authority; or
 - 2.7.2 prevent or interfere with the police or any other emergency or security service from entering or temporarily closing or obstructing the Route for the purpose of carrying out their public duties.
- 2.8 It is further agreed between the parties hereto that no person will be liable for any breach of the terms of this Agreement relating to a part of the Route over which they have no legal interest or any breach occurring after the date on which they part with their interest in the Route or their interest in the part of the Route in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date.
- 2.9 Where under the terms of this Agreement the agreement or approval of the Council regarding any matter is required such approval or certificate shall not be unreasonably withheld or delayed and shall be in writing under the hand of the Highways Director or other officer for the time being of the Council as they shall direct.
- 2.10 Where under the terms of this Agreement the agreement or approval of the Owners regarding any matter is required such approval or certificate shall not be unreasonably withheld or delayed and shall be in writing under the hand of the Museum Director on behalf of the Owners or such other officer(s) for the time being as they shall direct.

- 2.11 This Agreement shall remain in full force and effect and the Route shall be retained and made available to the public in accordance with the provisions of this Agreement until the Walkway is stopped up in compliance with the provisions and procedures set out in Regulation 6 of the Regulations.
- 2.12 Upon the termination of the Walkway in accordance with the provisions of clause 2.11, this Agreement shall be determined and the right of the public to use the Route under the terms of this Agreement will cease.

THE ROUTE

The Owners covenant with the Council as follows:

- 3.1 To observe and perform the covenants, restrictions and obligations contained in this Agreement.
- 3.2 Notwithstanding any part of this Agreement, the Owners are responsible for obtaining all necessary consents and permissions for the construction of the Route.
- The Owners will prepare an application for the RMA which shall include provision of the Route in accordance with the following requirements ("Design Requirements"):
 - 3.3.1 address the needs of pedestrians using the Route and of visitors to the Museum;
 - 3.3.2 align as closely as possible to a natural desire line through the Central Hall as practical;
 - 3.3.3 shall pass through doors to enter and exit Central Hall, for security and weather proofing purposes;
 - 3.3.4 be not less than 2.4 metres wide other than through doorways (it being accepted that the Route may in places form part of a wider concourse);
 - 3.3.5 have 2.5 metres or more of vertical clearance wherever possible (except through doorways, arches or similar features);
 - 3.3.6 provide step free alternatives to any stepped sections of the Route;
 - 3.3.7 have gradients no steeper than 5% (except where alternative accessible ramps are provided);
 - 3.3.8 be fully accessible to class 1 and class 2 wheelchair users/mobility scooters.
 - 3.3.9 include details of lighting and drainage for outdoor areas;
 - 3.3.10 include details of non-slip surfacing for the Walkway;
- 3.4 The Owners will provide drafts of the application for the RMA and the Walkway Plan to the Council in its capacity as Highway Authority prior to submission of the application for RMA and will have regard to any written comments made by the Council in that same capacity within 14 days thereafter.
- Any application for RMA will include the Walkway Plan and a statement of how the Design Requirements have been met.
- 3.6 The Owners will construct the Route in accordance with the RMA and Walkway Plan.
- 3.7 Prior to the Opening Date the Owners will deposit with the Council a statement, map and declaration pursuant to section 31(6) of the 1980 Act in respect of the Permissive Path.

4. USE OF THE ROUTE

- 4.1 The Owners covenant with the Council that from the Opening Date during the NRM's usual hours of opening to the public:
 - 4.1.1 the Walkway shall be deemed to be dedicated and accepted as a footpath provided for the public on foot in accordance with section 35 of the 1980 Act such dedication being subject to the conditions and limitations set out in this Agreement and subject to the determination provisions only of Clause 2.11; and
 - 4.1.2 the Permissive Path shall be available for use by the public on foot as a permissive path subject to the conditions and limitations set out in this Agreement and the subject to the determination provisions only of Clause 2.11.
- 4.2 The Route may only be used by members of the public travelling on foot or in wheelchairs (manual or electric) or by children in pushchairs or prams; and
- 4.3 The Route may not be used by members of the public:
 - 4.3.1 with animals (other than assistance dogs); or
 - 4.3.2 using other modes of transport, including but not limited to motor vehicles, cycles, scooters, roller skates, skateboards, and in-line blades.
- The Route may be used by the public for the passing and re-passing through the Site only and access to the remainder of the Site shall be at the Owners' discretion.
- 4.5 Any gates affording access at the entrances to the Route or any part or parts thereof shall be secured in the open position when the Route is open to the public.
- The Council agrees that the Owners may require members of the public using the Route to comply with any reasonable heightened security restrictions and requirements (including bag searches) that may be in place for visitors to the NRM from time to time.
- The Council agrees that the Owners may remove or otherwise exclude any person for improper use of the Route, which may include but is not limited to:
 - 4.7.1 smoking including e-cigarettes;
 - 4.7.2 consumption of alcohol, illegal drugs;
 - 4.7.3 abusive, threatening or potentially offensive actions;
 - 4.7.4 spitting, selling or soliciting, communicating political, racist or religious messages;
 - 4.7.5 begging, unauthorised busking, street entertainment, the playing of music or similar;
 - 4.7.6 undertaking a census or survey (without NRM consent);
 - 4.7.7 littering, throwing or releasing missiles or similar.
- 4.8 The Owners will display in prominent positions at points along the Route:
 - 4.8.1 details of the days and times during which the Route is open to the public;
 - 4.8.2 copies of any byelaws currently in force; and
 - 4.8.3 details of how users of the Route may communicate feedback about the Route to the Owners.

5. TEMPORARY CLOSURES & DIVERSIONS

General

- 5.1 Except as provided in this Clause 5, clause 2.11 and the Regulations, the Owners shall not close, divert or obstruct use of the Route or any part or parts thereof.
- 5.2 The Owners will maintain an up to date record of all instances of closure, obstruction and diversion of the Route in accordance with this Clause 5 (with reasons for the same and details of notification provided under clauses 5.14 to 5.17) and make this available to the Council upon request (but not more than once in each calendar month).
- 5.3 The Owners will compile an annual report of all instances of closure, obstruction and diversion of the Route in accordance with this Clause 5 (with reasons for the same and details of notification provided under clauses 5.14 to 5.17) and submit this to the Council in writing annually on 31 March.
- 5.4 The provisions of this Clause 5 are subject always to the overriding proviso that:
 - 5.4.1 the Owners will seek to minimise the number, duration and extent of all temporary diversions;
 - 5.4.2 the duration of all temporary diversions and closures shall be for such periods and to such extent as are necessary in relation to the activity being undertaken; and
 - 5.4.3 the Owners will always seek to effect diversions in preference to closures where reasonably practicable.

Temporary closure for Royal visits etc

The Owners may close or obstruct temporarily the Route or any part or parts thereof from time to time for such periods as are necessary to close the NRM to the public for the purpose of facilitating visits to NRM by Royalty, members of Parliament or representatives of foreign governments subject to compliance with the provisions and procedures set out in Clauses 5.4 and 5.14 to 5.17.

Temporary closure required by law

5.6 The Owners may close or obstruct temporarily the Route or any part or parts thereof from time to time for such periods as they are required by law to close the NRM to the public subject to compliance with the provisions and procedures set out in Clauses 5.4 and 5.14 to 5.17.

Temporary closure for work to be executed

5.7 The Owners may close or obstruct temporarily the Route or any part or parts thereof from time to time for such periods as are necessary by reason of work being executed, or to be executed on or in connection with the Route or on or in connection with any building supporting or abutting on the Route that cannot reasonably be undertaken outside the NRM's usual hours of opening to the public, subject to compliance with the provisions and procedures set out in Clauses 5.4 and 5.14 to 5.17.

Temporary closure in case of emergency or security risk

In the case of an emergency or security risk or alert in the vicinity of the Site the Owners may in their reasonable discretion close the Route or part thereof for a period of up to 48 hours giving notice to the Council within 24 hours of such closure and if such emergency or security risk or alert remains at the end of that period the Route or part thereof may only be kept closed on the instruction or advice of the police or other emergency or security services or relevant department or agency of Government.

Temporary closure for private events

5.9 The Owners may on up to 10 days per calendar year close the Route for some or all of a day for the purposes of closing the NRM to the public for a private function or event subject to compliance with the provisions and procedures set out in Clauses 5.4 and 5.14 to 5.17.

TEMPORARY DIVERSIONS WITHIN THE ROUTE CORRIDOR

Temporary diversions around exhibits or displays

- 5.10 The Owners may divert temporarily any part of the Route due to exhibits or displays, provided that an alternative route is provided within the Route Corridor and otherwise satisfies the Design Requirements and provided that the alternative route is prominently signposted at both ends of the diversion and at intervals between them.
- 5.11 Once the relevant exhibits or displays referred to in Clause 5.10 are removed the Route shall return to its previous alignment.

Temporary diversions for cleaning, repairs or maintenance

The Owners may divert temporarily any part of the Route in order to effect cleaning, repairs or maintenance that could not be undertaken outside the NRM's usual opening hours provided that an alternative route is prominently signposted and is provided within the Route Corridor and that it otherwise satisfies the Design Requirements and that the period of diversion is commensurate with the activity being undertaken.

TEMPORARY DIVERSIONS OUTSIDE THE ROUTE CORRIDOR

- 5.13 In the event of a closure pursuant to clause 5.7 the Owners may provide an alternative to the Route which lies within the Site but wholly or partially outside both the Route Corridor and Central Hall provided that it otherwise satisfies the Design Requirements and subject to:
 - 5.13.1 having had regard to the balance between the length of such an alternative, its relative convenience compared to the Route and its protection from adverse weather; and
 - 5.13.2 compliance with the provisions and procedures set out in Clauses 5.4 and 5.14 to 5.17.

NOTIFYING THE PUBLIC AND THE COUNCIL OF TEMPORARY CLOSURES & DIVERSIONS

- 5.14 Any temporary closure pursuant to Clauses 5.5, 5.7 and 5.9 (including a temporary diversion pursuant to clause 5.13) shall be notified to the public by notices informing pedestrians of the likely duration of the closure or diversion as follows:
 - 5.14.1 notices shall be displayed in a prominent position at the ends of so much of the Route as is to be closed and on or adjacent to Central Hall's doors not less than 21 days prior to the closure (unless required not to do so by the police or other security services) and for the duration of the closure; and
 - 5.14.2 changes to the NRM's hours of opening to the public shall be displayed on the NRM's website (or any future replacement social media platform) not less than 21 days prior to the closure or diversion (unless required not to do so by the police or other security services) and for the duration of the closure or diversion
- Any temporary closure pursuant to Clauses 5.6 and 5.8 shall be notified to the public by notices displayed in a prominent position at the ends of so much of the Route as is to be closed and on or adjacent to Central Hall's doors and displayed on the NRM's website (or any future replacement social media platform) as soon as reasonably practicable and for the duration of the closure.

- 5.16 Any notice displayed on the Route or Central Hall as is mentioned in Clauses 5.14 and 5.15 shall give particulars of any alternative route which may be available to the public during the continuance of the closure.
- 5.17 Temporary closures or diversions pursuant to this Clause 5 shall be notified to the Highways Director as follows:
 - 5.17.1 The Owners shall notify the Highways Director of any temporary diversions within the Route Corridor lasting more than 7 days;
 - 5.17.2 The Owners shall give the Highways Director not less than 21 days notice prior to:
 - (a) any temporary closure pursuant to Clauses 5.5, 5.7 and 5.9 (unless required not to do so by the police or other security services); and
 - (b) any temporary diversion outside the Route Corridor pursuant to clause 5.13.
 - 5.17.3 The Owners shall notify the Highways Director of any temporary closure pursuant to Clauses 5.6 and 5.8 as soon as reasonably practicable.

6. MAINTENANCE

- 6.1 The Owners shall at their own expense:
 - 6.1.1 clean, repair and maintain the Route;
 - 6.1.2 ensure that external parts of the Route are lit and drained in accordance with the RMA and the Design Requirements; and
 - 6.1.3 use reasonable endeavours to keep the Route free from standing water, snow or ice.

7. INSURANCE

7.1 The Owners will maintain insurance policy cover for the Site which includes appropriate third party public indemnity insurance relating to the Route in the minimum amount of £15,000,000 (fifteen million pounds) in respect of any one claim or bodily injury or disease or damage to property and must make available to the Council on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

8. WORKS IN DEFAULT

- 8.1 If the Owners fail to carry out any of its obligations contained in Clause 6 this Agreement the Council may serve a written notice on them specifying the default and requiring it to be remedied within a reasonable time period.
- 8.2 If the default has not been remedied within the time period specified in the notice then (subject to the Council complying with the Owners' contractor management procedures from time to time and having given at least 7 days written notice):
 - 8.2.1 the Council may by its employees, agents or contractors enter upon the Route to undertake itself any necessary works to remedy the relevant default by its own employees or contractors and:
 - 8.2.2 recover the reasonable and proper costs thereof within 28 days of the said costs being requested by the Council:

If within 5 days of service of the notice in clause 8.1 the Owners serve written counter notice upon the Council that it intends diligently to execute or procure the execution of the works specified in the Council's notice the Council shall not be entitled to execute the relevant works unless the Owner shall then fail to execute those works within 14 days of the date of service on the Council of the

counter notice (or such longer period as the Council may agree in writing where the Owners can demonstrate that the nature of the works or the programme required to complete them requires such longer period) in which event the Owner shall pay to the Council within 14 days of any written request to do so the reasonable and proper costs incurred by the Council in carrying out those works.

9. LAND CHARGE

9.1 The agreement shall be registered as a local land charge.

DISPUTES

- 10.1 In the event of a dispute between the parties, the Highways Director and the Museum Director shall meet on up to three occasions and endeavour to resolve the dispute.
- 10.2 If the Highways Director and Museum Director are unable to resolve the dispute after three meetings, the remainder of this clause 10 shall have effect.
- Subject to clause 10.1 and 10.4 any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, or validity or the legal relationships established by the Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996.
- 10.4 In such event the parties agree that:-
 - 10.4.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
 - 10.4.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
 - 10.4.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
 - 10.4.4 the seat of the arbitration shall be York.
- 10.5 This clause 10 does not apply to:-
 - 10.5.1 disputes or matters in relation to determination of this Agreement;
 - 10.5.2 disputes in relation to matters of law or the construction or interpretation of this Agreement which shall be subject to the jurisdiction of the English courts.

11. COUNCIL'S COSTS

The Owners shall pay to the Council the Council's reasonable legal costs incurred in connection with the preparation, negotiation, completion and registration of this Agreement in the sum of £7,500 (seven thousand five hundred pounds).

12. NOTICES

Any document required to be given or served by one party to the other under the terms of this Agreement shall be deemed to have been properly served or given if sent by registered post.

13. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

14. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

16. RIGHTS OF INSPECTION

The common seal of THE BOARD OF)

The Owners shall allow the Council and its employees, agents or contractors to enter those parts of the Site considered necessary to inspect the Route on foot at all reasonable times within the NRM's usual hours of opening to the public and with reasonable notice (except in any emergency) to ensure that the Owners have fulfilled their obligations under this Agreement.

17. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS of this document has been executed as a deed and takes effect on the date stated at the beginning of it.

TRUSTEES OF THE SCIENCE MUSEUM here affixed in the presence of		
)	
)	
Director's signature:		A CONTRACTOR OF
Director's name:		
Executed as a Deed (but not delivered un this Deed) by SCMG ENTERPRISE acting by a director in the present	es limited use of	
U	7	Signature of Director
Full Name (Director)		
Full Name (Director/Secretary).		of Director/Secretary

THE COMMON SEAL of THE COUNCIL OF THE CITY OF YORK

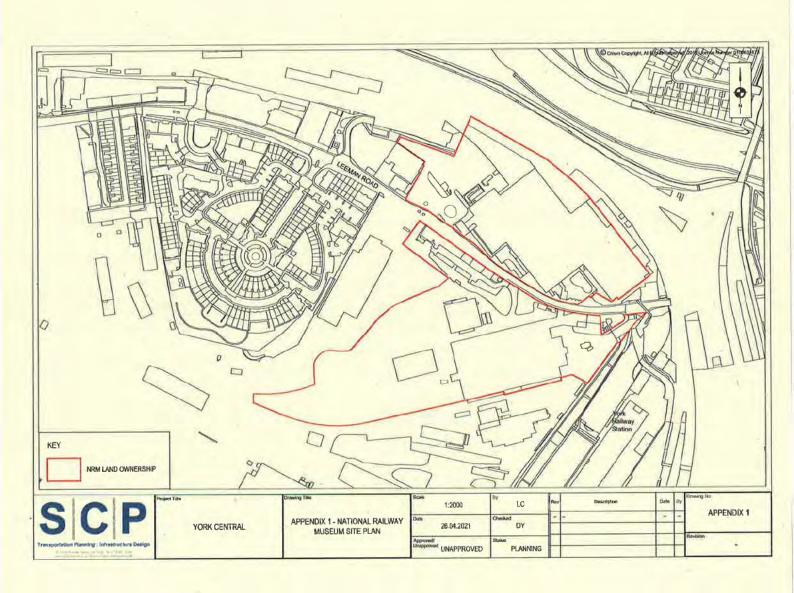
was hereunto affixed the day and year first before written in the presence of



Authorised signatory

APPENDIX 1

SITE



APPENDIX 2

ROUTE PLAN

