

Pr

Copy 3291 BR

Copy sent to L.C.C.  
London 11-1-68

DATED 10th October 1967

BRITISH RAILWAYS BOARD

- and -

CONTINENTAL OIL (U.K.)  
LIMITED

---

Counterpart

A G R E E M E N T

- for -

construction and use of  
sidings at Killingholme

---

Preamble

A N A G R E E M E N T made the tenth day of October One thousand nine hundred and sixty seven B E T W E E N the BRITISH RAILWAYS BOARD (hereinafter called "the Board") by HAROLD WILLIAM FEW their duly authorised Agent of the one part and CONTINENTAL OIL (U.K.) LIMITED (hereinafter called "the Trader") by WILLIAM EGBERT KENNETH GRISEWOOD (their duly authorised Agent) of the other part for the provision and use by the Trader of the junctions and sidings and other works at or near Killingholme shown coloured red and blue upon the plan annexed hereto (hereinafter collectively referred to as "the said sidings")

Construction of red sidings

1. THE Board hereby agree to construct on the Board's land for the use of the Trader the junctions and sidings coloured red on the said plan (hereinafter collectively referred to as "the red sidings") together with any necessary signalling fencing gates and other works in connection therewith (hereinafter referred to as "the other works") as the Chief Civil Engineer in the Eastern Region of the Board's undertaking (hereinafter called "the Engineer") may require at the cost of the Trader subject to the provisions hereinafter contained

Cost of constructing red sidings

2. THE Trader hereby agrees as follows:-

(1) To pay to the Board the sum of [REDACTED] in advance of the commencement of installation work and henceforth on the Twenty first day of May every year a further sum of [REDACTED] until a total of ten such sums have been paid to the Board in completion and full payment for constructing the red sidings and the other works

Repair of red sidings

(2) To pay the cost incurred by the Board from time to time in maintaining repairing and renewing the red sidings and the other works

Construction and repair of blue sidings

(3) To construct maintain repair and renew at the Trader's own expense and to the Engineer's reasonable satisfaction the sidings coloured blue on the said plan (hereinafter referred to as "the blue sidings" which expression shall include any permitted alteration or extension of or addition to the same) and such other works in connection therewith as the Engineer may reasonably require

Protection of traffic on blue sidings

(4) Not to make any alteration of or addition or extension to the blue sidings over which E.R. locomotives and rolling stock will be required to pass in the courses of their duties or construct any buildings works or appliances in close proximity thereto without the previous approval of the Engineer in the Eastern Region of the Board's undertaking

Lighting of blue sidings

(5) To provide and maintain lights to illuminate the blue sidings to the specification of the Board to meet normal requirements

Safety Requirements	(6) To pay any expense incurred by the Board in complying with any safety requirements of the Minister of Transport or other Authority (including the Board) in respect of the red sidings and the Trader to comply with such requirements in respect of the blue sidings
Prevention of trespass	(7) To take all reasonable precautions to prevent person and animals trespassing from the blue sidings or the Trader's premises on to the Board's railway and unless otherwise agreed to be responsible for keeping the siding gates locked except when traffic is passing over the said sidings
Acknowledgment	(8) (a) To pay to the Board in advance on the Twenty first day of May in every year an acknowledgment of [REDACTED] in respect of the land forming the sites of the red sidings and of the other works the first yearly payment or proportionate part thereof to be made on the exchange of this Agreement
Rates taxes et.	(b) To pay or reimburse the Board all rates taxes assessments and outgoings assessed charged or imposed upon or payable in respect of the red siding and the other works or the sites thereof shall have been separately assessed the Trader shall pay to the Board such proportion of the rates taxes assessments and outgoings assessed charged or imposed upon or payable in respect of the hereditaments [REDACTED] the sites thereof and the other works form part as may be fixed by the Estate Surveyor in the Eastern Region of the Board's undertaking or other proper Officer Provided always that any payment made in lieu of rates under Part V of the Local Government Act 1948 or any Act amending or replacing that Act in respect of the red sidings and the other works or the sites thereof shall be treated as a payment of rates
Trader's servants	(9) That the Trader's servants agents and workmen shall when on the Board's Assistant Railway Manager (Traffic) in charge of Ulceby/Immingham Dock and the Trader shall prohibit any of his servants agents or workmen who shall fail to comply with such directions or with the bye-laws of the Board from coming upon the Board's premises
Marshalling	(10) To marshal all traffic intended for transit over the Board's railway (including the segregation of all empty from loaded wagons) in such manner and at such times as may be reasonably required by the authorised officer of the Board and to operate the blue sidings so as to cause minimum interference with the working of traffic to or from the same by the Board
Wagon Sheets etc.	(11) To ensure that all wagon sheets ropes chains scotches and packing and any other materials belonging to the Board are collected and handed back promptly to the Board
Accidents	(12) To report immediately to the Board's said Assistant Railway Manager (Traffic) in charge of Ulceby/Immingham Dock any accident which may occur on the said sidings and which in any way affects or is likely to affect the Board and its servants in the performance of their duties and obligations
Assignment	(13) Except with the previous consent in writing of the Board which shall not be unreasonably withheld not to

	assign the benefit of this Agreement or allow the said sidings to be used by or on behalf of any other person
Points for exchange of traffic	3. UNLESS otherwise agreed the Board shall not be called upon to deliver traffic to nor to receive traffic from the Trader except on the blue sidings and the Board shall not be called upon to perform any shunting or other work beyond the blue sidings
Additional Accommodation	4. SHOULD the traffic over the said sidings increase to such an extent that the same cannot normally be dealt with over the said sidings then any additional accommodation or works which may be considered by the Board to be reasonably necessary for the proper handling of such traffic shall be provided by or at the cost of the Trader
Widening of railway	5. THE Board may remove the red sidings and the other works if and when they require to do so for the purpose of widening or altering the Board's railway but shall in case of such removal as far as the Board can reasonably do so on land <del>which</del> then belonging to them or in case no available land shall belong to the Board on land which can reasonably be provided by the Trader without cost to the Board reinstate the red sidings with and the other works in an altered position at their own expense
Use of connections	6. THE Board may at any time connect the red sidings with any other siding or sidings which they may lay down or permit to be laid down for the use of any other person and for that purpose it shall be lawful for the Board to alter the red sidings and the other works to such an extent as they shall think requisite care being taken to interfere as little as possible with the accommodation of the Trader and every such person shall have full liberty to use the red sidings and the other works in common with the Trader. Provided that every such person shall be required to pay to the Trader a fair proportion of any sum paid or to be paid by the Trader to the Board under Clause 2 (2) hereof in respect of the red sidings and the other works such proportion to be determined in case of difference by arbitration
Use of sidings	7. THE Board may temporarily use the said sidings for traffic other than the Trader's traffic but in connection with his business or otherwise subject to the agreement of the Trader but so as not to impede the working of the Trader's traffic
Lien	8. THE Board shall at all times have a general lien on the red sidings and the other works and any other property of the Trader upon the land of the Board for all monies owing to them by the Trader whether under the terms of this Agreement or otherwise and if such monies are not paid on demand the Board may remove and sell or otherwise dispose of the red sidings and the other works and such other property of the Trader as aforesaid or any part thereof and out of the proceeds pay and satisfy all such monies as well as the expenses incidental to such removal and sale or other disposal
Bankruptcy etc.	9. IN the event of the Trader becoming bankrupt or going into liquidation (otherwise than for the purpose of reconstruction or amalgamation) or having a receiver appointed or failing to make the payments and/or observe the conditions herein provided for and contained the Board may forthwith determine this Agreement

Determination

10. THIS Agreement shall continue in force for a period of Twenty one years from the date of the completion by the Board of the construction of the red sidings in accordance with Clause 1 hereof such date to be notified by the Board to the Trader in writing and shall continue thereafter until determined by either the Board or by the Trader giving to the other six calendar months notice in writing expiring at any time Provided that should at any time during the said period of Twenty one years the amount of traffic over the said sidings decrease to such an extent that in the opinion of either party the maintenance of the said sidings for the whole of the remainder of the said period becomes unjustified economically then either the Board or the Trader shall be at liberty to give six months notice in writing expiring at any time to the other of their desire to determine this Agreement And Provided that if upon the giving of any such notice as last mentioned any difference not being settled by agreement within three months from the date of such notice the same shall be determined by arbitration in accordance with the Arbitration Act 1950.

Disposal of  
Materials

11. (a) On the termination of the Agreement the Board may disconnect and remove the red sidings and the other works and dispose of the material recovered as they think fit and make good the railway and the site and reinstate the fencing on the Board's boundary indicated approximately by green colouring on the plan and the cost thereof shall be paid by the Trader to the Board The value at such time of the recovered material as certified by the Engineer shall be set off against the cost of removal making good the railway and the site and reinstating the fencing and against all sums owing to the Board by the Trader under the terms of this Agreement or otherwise and if such value exceeds the total of such cost and sums the excess shall be paid to the Trader or

~~XXXXXXXX~~

(b) take over and retain and red sidings and the other works in their existing situations The value for removal of the materials of the red sidings and the other works as certified by the Engineer shall be set off against any sums owing to the Board by the Trader as aforesaid and if such value exceeds the total of such sums the excess shall be paid to the Trader

Ownership of  
Land

12. DURING the continuance and for the purpose of this Agreement only the Board hereby authorise the Trader to come upon and use the two pieces of land coloured yellow lying to the north of the green line on the said plan and the Trader hereby authorises the Board to come upon and use the piece of land coloured yellow and lying to the south of the said green line such authorities to be by way of licence only

Certificate  
as to costs  
etc. payable  
by Trader

13. ANY maintenance repair and renewal costs and expenses payable by the Trader to the Board under this Agreement shall be certified by the Engineer or by the Accountant in the Eastern Region of the Board's undertaking and paid by the Trader on demand

Marginal  
Notes

14. THE marginal notes hereto shall not affect the construction hereof

I N W I T N E S S whereof the said Harold William Few and the said William Egbert Kenneth Grisewood have hereunto set their hands the day and year first before written

W I T N E S S to the  
signature of the said  
WILLIAM EGBERT KENNETH  
GRISEWOOD }

R.H.H.Kendall  
Berkeley Square House  
Berkeley Square  
London W.1.