



West Somerset Railway P.L.C

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Agreement Between the West Somerset Railway PLC and the West Somerset Steam Railway Trust Ltd

This Agreement between the West Somerset Steam Railway Trust Ltd ('the Trust') (company no. 1079916, registered charity no. 265564) and the West Somerset Railway PLC ('the PLC') (company no. 1010188) comes into effect from 1 January 2017 ('the applicable date') and relates to activities of the Trust on or in connection with the West Somerset Railway on land owned or leased the PLC .

General

1. This Agreement relates to activities of the Trust on or in connection with the West Somerset Railway (WSR) on land owned or leased by the PLC ('PLC land'). These include occupation of the Goods Shed and operation of the Gauge Museum at Bishops Lydeard and the Museum at Blue Anchor. It is recognised by both parties that the Agreement and this summary of activities will need to be updated in due course to reflect the developments planned as part of the Southern Gateway Programme and any additional responsibilities that the Trust assumes.
2. The Trust and the PLC agree to cooperate in seeking to increase the number of visitors to the railway and in particular to Museums and other display areas operated by the Trust, and more generally in promoting the interests of the railway in line with strategies agreed by the PLC and railway partners including the Partnership Development Group (PDG). This includes, but is not limited to:
 - including references to Trust activities in PLC promotional material, and making PLC information available to visitors to Trust museums, and making briefing and promotional material available to each other in pursuance of this commitment;
 - sharing information which will affect visitors to Trust museums, such as planned infrastructure works, changes to train services or absence of volunteer staff to open a museum;
 - exchanging information on plans which affect the operation of a museum in advance of those changes being made and,
 - working in partnership to secure the developments in which the Trust has a leading or participatory role.

Structure of Agreement

3. This Agreement identifies the Trust's current activities on or in connection with the WSR on PLC land. The basis on which each activity is carried out, including provisions relating commercial terms, is specified in the relevant Schedule. Each Schedule contains provisions specifying the basis for making modifications to that Schedule.
4. Additional Schedules, relating to new activities, may be added by agreement between the Trust and the PLC.

Compliance with PLC policies

5. The Trust will ensure that all volunteers engaged in Trust-related activities on PLC land hold a staff ID card, are trained in the relevant competencies including PTS if relevant, comply with relevant sections of the Rule Book and any other safety-related activities and with relevant PLC policies, and sign on and off on each occasion.

Business Plan and Annual Report and Accounts

6. The Trust shall consult the PLC on its Business Plan and, to the extent consistent with its charitable status and objects, shall take account of PLC comments before it is finalised.
7. The Trust shall provide to the PLC a copy of its Annual Report and Accounts when this is sent to members.

Member benefits

8. In recognition of the support given by the Trust to the PLC, the PLC agrees that Members of the Trust shall be entitled to travel on the railway at discounted rates in line with the PLC's general policy on discounted travel. This will be on presentation of a membership card which has been approved for this purpose by the PLC Commercial Department

Review

9. The Trust and the PLC will meet at least once a year to review the operation of this agreement. This meeting will be arranged by the PLC Commercial Director.

Breach and Disputes

10. If the Trust is in breach of any provision of this Agreement including any provision in the specific schedules, the PLC shall give the Trust written notice of the details of the breach. The Trust shall remedy the breach to the reasonable satisfaction of the PLC as soon as practicable, but not later than three months after the date of the notice. If the breach should not be remedied to the reasonable satisfaction of the PLC within three months of the notice, the PLC may serve a written notice on the Trust to terminate the Agreement or provisions within specific schedules with immediate effect.
11. Clause 10 will apply symmetrically in respect of any breach by the PLC.
12. In the event of a dispute about any of the provisions of this Agreement which cannot be resolved between the Chairman of the Trust and the Chairman of the PLC, the matter will be referred to an arbitrator appointed by the Heritage Railway Association (HRA) for decision.

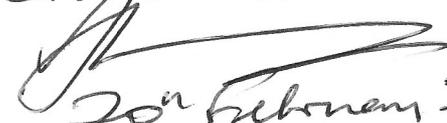
Term

- 13. The Term of this Agreement will be fifty years from the applicable date. It may be terminated by either party by mutual agreement or in relation to application of Clauses 10 or 11 above. The Agreement will also terminate if the Trust becomes insolvent or transfers its assets and activities to another charity.
- 14. The Agreement will be subject to a formal review every five years (or earlier if circumstances require), and the Agreement or any of the Schedules may be modified by agreement of both parties.

Signed on behalf of the Trust:

Name C. A. AUSTIN
Signature 
Date 16 FEBRUARY 2017

Signed on behalf of the PLC:

Name 
Signature 
Date 20th February 2017

List of Schedules

- A. Blue Anchor Museum
- B. Access to space at Williton for carriage restoration
- C. Storage of carriages on the railway
- D. Use by the PLC of carriages owned by the Trust
- E. Bishops Lydeard Goods Shed

A. Blue Anchor Museum

Introduction

1. This schedule relates to the Great Western Railway (GWR) Museum operated by the Trust at Blue Anchor.

Nature of the Agreement

2. The PLC grants a sub-lease to the Trust for the building situated on the down platform at Blue Anchor Railway Station ('the building') for use as a Museum. The Trust agrees to open the Museum to the public on at least 30 days a year when the PLC is operating train services.
3. The PLC confirms that it has obtained the authority of the freeholder to grant this sub-lease.

Roles and responsibilities

4. The Trust shall be responsible for the routine maintenance of the building (including keeping it internally and externally in good decorative order and maintaining guttering and down pipes clear and in working order) at its own expense. External decoration must be in appropriate GWR colours. The Trust shall consult the PLC on any proposals regarding changes in colours and must obtain PLC agreement in writing before any proposed changes are made, after consulting the WSR Heritage Committee.
5. Repairs of a more substantial nature, including structural repairs, shall be the responsibility of the PLC. If a need for such repairs is identified by the Trust, this should be notified to the WSR Head of Infrastructure Engineering. The PLC shall be responsible for inspection of the building on an annual basis in order to identify any repairs required.
6. The Trust shall keep the building and its immediate environs tidy, and rubbish from the buildings and immediate environs shall be disposed of in an appropriate manner whether or not arising from the Trust's activities.
7. The Trust may place two signs on the station or its environs (subject to any necessary planning consent) indicating when the Museum is open.
8. The Trust shall keep the platform around the building free of obstructions which constitute tripping hazards or other risk to passengers or museum visitors.
9. The Trust shall be responsible for the security of the building and the maintenance of locks to doors and windows and of any security alarms. The Trust shall provide the PLC with a set of keys to the building and access codes for any security alarms.
10. The PLC shall maintain insurance cover for the building at its own expense. The PLC shall, as requested by the Trust, maintain insurance for the contents and fittings in the building and shall be reimbursed for the applicable premium.
11. The Trust shall comply with all applicable legislation within the building and its immediate environs. In particular, the Trust shall be responsible for complying with all fire regulations relating to the use of the buildings, including the provision and maintenance of fire protection equipment.
12. At the end of the term, the Trust shall remove all its property and fittings and leave the building in a tidy state and free from rubbish.

Donations and Sales

13. The Trust may collect donations from and sell promotional and related material to, visitors to the Museum.

Charging

14. The Trust shall pay a rent to the PLC of £720 per annum to include rates and electricity payable quarterly in advance, with the first payment being due on 1 January 2017. The rent shall increase from 1 January in each succeeding year by the change in the Consumer Price Index (or equivalent replacement National Statistic) in the year to the previous September.

B. Access to space at Williton for carriage restoration

Introduction

1. The Trust owns ten GWR carriages which are being restored, or awaiting restoration. The Trust's current intention is to carry out the bulk of the restoration work on the WSR using volunteers or contracting with the PLC or WSRA (Promotions) Ltd. To that end, it will expect space to be allocated at Williton. The PLC agrees that the Trust has a legitimate expectation that space will be available for this purpose.

Agreement

2. The PLC and Trust undertake to work constructively as members of the Williton Project Board (or any successor body) to identify overall plans for the use of the Williton site which are in the best interests of the WSR, including the preservation of its heritage.
3. The PLC will use all reasonable endeavours to ensure that space for restoration work on at least one carriage owned by the Trust is available at all times. The PLC recognises that the Trust's Business Plan envisages that the requirement might increase to two spaces in the event that external funding became available.
4. The PLC will use all reasonable endeavours to ensure that appropriate staff facilities are provided at Williton for all site users, including Trust volunteers.

Charging

5. The Trust shall pay any costs directly attributable to its use of the site. Where this includes an allocation of costs, the basis of that allocation shall be agreed by the Trust and the PLC and reviewed annually.

Notice and modification

6. The PLC may modify the provisions of this Schedule to implement decisions taken by the Williton Project Board (or any successor body) without agreement subject to giving twelve months notice of those changes.

C. Storage of unrestored carriages on the railway

Introduction

1. A number of unrestored carriages owned by the Trust are currently stored on parts of PLC land. This Schedule sets out the basis for that storage.

Agreement

2. The PLC agrees that a total of five carriages, less any carriage(s) under restoration at Williton covered by Schedule B, may be stored on PLC land provided there are plans to restore those vehicles for use on the WSR, and subject to the notice provisions in clause 6.
3. The Trust agrees that the location of the carriages may be changed to meet PLC operational requirements. In the event of the PLC wishing to relocate the carriages, the Trust will use all reasonable endeavours to ensure that the carriages are fit to be moved. Any costs involved in doing this, and in moving the carriages, will be met by the PLC.
4. The Trust shall be responsible for appropriate insurance of the carriages. If this is done through the PLC, the Trust shall reimburse the appropriate share of the PLC insurance premium.

Charging

5. No charges shall be levied by the PLC for the storage of carriages covered by this Schedule. The Trust acknowledges that if the schedule is modified to increase the maximum number of carriages stored on PLC land, charges may be levied.

Notice and modification

6. The PLC may modify the provisions of this Schedule without agreement subject to giving two years' notice of those changes.

D. Use by the PLC of carriages owned by the Trust

Introduction

1. The PLC acknowledges that the Trust's Heritage Carriages Project has the objective of restoring GWR carriages principally for use on the WSR. The PLC therefore accepts that there is a legitimate expectation that restored carriages will be used by the PLC, and, subject to any formal hire agreements including compliance with PLC **safety and fitness** to run requirements, that lease payments will cover reasonable routine and periodic maintenance costs.

Agreement

2. The Trust will notify the PLC by the end of June in each year about its preliminary expectations of carriages that will be available for regular passenger service on the WSR in the following year.
3. The Trust shall give the PLC three months' notice of the availability of a carriage for regular passenger service on the WSR. On giving of that notice, the PLC and the Trust will, subject to the provisions of Paragraph 1 above together with the availability of resources, establish the fitness to run of the carriage and agree commercial terms for PLC use of the carriage, which will be appended to this Schedule.

E. Bishops Lydeard Goods Shed

Introduction

1. This schedule relates to the occupation of the Goods Shed at Bishops Lydeard and in particular its use as a Museum.

Nature of the Agreement

2. The PLC grants a sub-lease to the Trust for the Goods Shed situated on the down platform at Bishops Lydeard Railway Station ('the building') for use as a Museum. The Trust agrees to use all reasonable endeavours, by arrangement with the Bishops Lydeard Station Master or other PLC representative, to open the Museum to the public on days when the PLC is operating train services.
3. The PLC confirms that it has obtained the authority of the freeholder to grant this sub-lease.
4. The Trust and the PLC recognise that the Southern Gateway Master Site Development Plan envisages the provision of a new Museum facility at Bishops Lydeard and that, if the scheme goes ahead, this will require the relocation of the current Museum and its contents. The PLC will consult the Southern Gateway Project Board on the arrangements for such a transfer and responsibilities for any new Museum facility on proposals for relocation before expiry of the current lease (if it is intended the development will occur within that period). The PLC shall give the Trust twelve months notice of the intention to relocate the current Museum and shall agree a new lease with the Trust consistent with the final Southern Gateway Development Plan.

Roles and responsibilities

5. The Trust shall be responsible for the routine maintenance of the interior of the building (including keeping it internally in good decorative order) and maintaining the interior at its own expense. Any defects in the building or services existing at the applicable date, whenever identified, shall be rectified by the PLC at its own expense.
6. Any proposal by the Trust to alter the internal fabric of the building must be agreed with the PLC. Such agreement will not be unreasonably withheld if the proposal enhances the likely attractiveness of the Museum to visitors and has the support of the WSR Heritage Committee.
7. The Trust shall keep the interior of the building and its immediate environs tidy. Rubbish from the building and immediate environs shall be disposed of in an appropriate manner whether or not arising from Trust's activities.
8. The Trust may place signs on the station or its environs (subject to any necessary planning consent and avoidance of any restriction to staff or visitor circulation) indicating when the building is open. The PLC will make announcements to visitors to the station encouraging them to visit the Museum when it is open.
9. The Trust shall allow continued use of the upper floor of the building for display of a model railway unless or until agreement is reached with the PLC on an alternative location for this display. Volunteers working on and operating model railway will be regarded by the PLC as volunteers of the Trust and, as such, they will be subject to the requirements of this Agreement.
10. The Trust shall allow continued use of the lower floor of the building for occasional meetings unless or until agreement is reached with the PLC that such use is no longer required and

provided that this does not conflict with Trust education and learning activities. The Trust shall put in place arrangements for booking the meeting facility and will notify the PLC of these arrangements.

11. The Trust shall be responsible for the security of the building and the maintenance of locks to doors and windows and of any security alarms. The Trust shall provide the PLC with a set of keys to the building and access codes for any security alarms.
12. The PLC shall maintain insurance cover for the building at its own expense. The PLC shall, as requested by the Trust, maintain insurance for the contents and fittings in the building and shall be reimbursed for the applicable premium.
13. The Trust shall comply with all applicable legislation within the building and its immediate environs. In particular, the Trust shall be responsible for complying with all fire regulations relating to the use of the building, including the provision and maintenance of fire protection equipment.
14. At the end of term of the Agreement, the Trust shall remove all its property and fittings and leave the building in a tidy state and free from rubbish.

Museum Artefacts

15. The Museum contains a range of artefacts belonging to a number of owners. To the extent that is consistent with its charitable status, the Trust shall be responsible for ensuring that all artefacts are treated with care and are managed in keeping with the expectations and agreements with individual owners. The Trust shall be responsible for ensuring that all the artefacts, regardless of ownership, are covered by its insurance policy and, in the event of any damage or destruction and, subject to agreement with individual owners, shall take responsibility for resolution of any arrangements for repair and/or reimbursement in the event of damage or destruction.

Developing the Museum

16. The Trust will, in addition to day-to-day management of the Museum and its artefacts look to develop Museum activities for the benefit of railway enthusiasts, customers and staff on the WSR and of the wider community.

Donations and Sales

17. The Trust may collect donations from and sell promotional and related material to, visitors to the Museum.

Charging

18. The Trust shall pay a rent to the PLC of £100 per annum in 2017 and 2018, and £500 per annum in subsequent years, to include rates and electricity, payable quarterly in advance, with the first payment being due on 1 January 2017. The rent shall increase from 1 January in each year from 2020 onwards by the change in the Consumer Price Index (or equivalent replacement National Statistic) in the year to the previous September.