

THIS LICENCE is made the [ ] day of [ ] 20[ ] BETWEEN:

(1). [ ] of Prospect Place Moorside Road Winchester Hampshire SO23  
7RX (“the Landlord”)

(2). [ ] of [ ] (“the  
Tenant”)

WHEREAS:

## 1. RECITALS

- 1.1 This Deed is supplemental to the Lease whereby the Premises were demised for the term and subject to the rents and covenants therein mentioned
- 1.2 The Landlord is entitled to the reversion expectant on the term granted by the Lease
- 1.3 The unexpired residue of the term granted by the Lease is vested in the Tenant
- 1.4 The Lease contains a covenant by the Tenant not at any time to make any alterations in or additions to the Premises or any part thereof or to cut maim alter or injure any of the walls timbers or steel frame thereof or to alter the Landlord’s fixtures therein except with the previous consent in writing of the Landlord
- 1.5 The Tenant wishes to carry out the Alterations and the Landlord’s has agreed to grant the Tenant consent on the terms and conditions set out below

NOW THIS DEED WITNESSES as follows:

## 2. DEFINITIONS AND INTERPRETATION

In this Deed:

- 2.1 “the Alterations” means the alterations specified in the Schedule to this Licence
- 2.2 “CDM Regulations” means the Construction (Design and Management) Regulations 2015
- 2.3 “Insurers’ Guidance” means the risk management actions to follow and avoid annexed hereto
- 2.4 “the Lease” means a lease made the [ ] day of [ ] between (1) [ ] and (2) [ ]
- 2.5 “the Plans and Specifications” means the plans and specifications of the Alterations annexed hereto
- 2.6 “the Premises” means the premises described in and demised by the Lease registered at the Land Registry under title number [ ]
- 2.7 “the Landlord” and “the Tenant” include their respective successors in title and where the Landlord or the Tenant are two or more individuals the terms “the Landlord” and “the Tenant” include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally

### **3. CONSENT**

The Landlord grants to the Tenant consent to carry out the Alterations upon the Premises on condition that they shall be undertaken and completed:

- 3.1 In conformity with the Plans and Specifications using good quality materials which are fit for the purpose for which they are used
- 3.2 in a good and workmanlike manner and in accordance with good building and other relevant practices codes and guidance so as to cause the minimum of inconvenience or nuisance to the owners or occupiers of the building of which the Premises form part between the hours of 08.30 and 17.30 Mondays to Fridays and 09.00 to 13.00 on Saturdays no works being undertaken at other times
- 3.3 No flammable or combustible material other than that which form part of the vehicles and their associated chargers may be stored within the charging area
- 3.4 The Tenant must obtain all necessary planning and any listed building consents and discharge any and all conditions which may be attached thereto
- 3.5 The Alterations must comply with the prevailing requirements of the building regulations
- 3.6 The Tenant must obtain all other licences and consents that are required for the Alterations
- 3.7 The Tenant shall pay any rates charge or levy lawfully imposed by any person or any competent authority in respect of the Alterations
- 3.8 In carrying out the Alterations the Tenant must comply with all laws and the terms of all other licences and consents the requirements and recommendations of all relevant utility suppliers and Insurers' Guidance
- 3.9 The Tenant must take all proper steps to ensure that carrying out the Alterations does not make any of the following unsafe: the structure of the building and any neighbouring land or building
- 3.10 The Tenant must make good as soon as reasonably practicable to the reasonable satisfaction of the Landlord's surveyor any damage to any land or building which is caused by carrying out the Alterations
- 3.11 To the extent that the Landlord and the Tenant may be a client for the purposes of the CDM Regulations in relation to the Works the Landlord agrees with the written election by the Tenant
- 3.12 If and to the extent that the CDM Regulations apply to the Alterations the Tenant must comply with the Tenant's obligations as a client for the purposes thereof and must ensure that the principal designer and the principal contractor the Tenant appoints in relation to the Alterations comply with their respective obligations thereunder

#### **4. TENANT'S COVENANTS**

The Tenant covenants with the Landlord:

- 4.1 To complete the Alterations in as short a time as possible and in any event within 6 months of the date hereof
- 4.2 To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of the Alterations

#### **5. EXTENSION OF LEASE COVENANTS**

It is agreed and declared by this Deed that the Tenant's covenants and conditions contained in the Lease which are now applicable to the Premises shall continue to be applicable to the Premises as altered and shall extend to any additions made in the course of the Alterations

#### **6. NO WARRANTY**

No representation or warranty is given or is to be implied by the Landlord giving this consent as to the suitability of the land or building for the Alterations or whether they may be lawfully carried out

#### **7. CONFLICT**

In the event of anything in this Deed conflicting with anything in the Lease this Deed shall prevail

#### **8. ADMINISTRATION CHARGES**

If and to the extent that any monies paid by the Tenant for or in connection with this Licence constitute administration charges (within the meaning of sub-paragraph (1) of paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002) these are agreed or admitted by the Tenant (so that no application shall be made under sub-paragraph (1) of paragraph 5 of Part 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002)

#### **THE SCHEDULE**

The Alterations

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## INSURERS' GUIDANCE

### Risk Management Do's and Don'ts

Actions to Follow	Actions to Avoid
Proposed area should be subject to a fire risk assessment in compliance with the <b>Regulatory Reform (Fire Safety) Order 2005</b>	No flammable or combustible material to be stored within the charging area, with a minimum clearance of at least 2m (but ideally 10m) between charging units/vehicles and any adjacent combustible materials or composite panels with combustible cores.
Where appropriate, an assessment in compliance with the <b>Dangerous Substances and Explosive Atmospheres Regulation 2002 (DSEAR)</b> should be carried out.	Chargers located at least 10m from critical infrastructure and neighbouring properties.
Implementation of an emergency plan to protect life and property.	Location of EV charging areas in the vicinity of areas that are likely to flood or suffer surface water.
Review sprinkler protection and any changes in design required to accommodate electric vehicle charging.	Using chargers which are found to be defective – they must be taken out of service immediately and until all repairs are completed.
Circuit supplying the EV charger should be checked to ensure it has the capacity for the additional electrical load.	Allowing temperature within internal areas to exceed 60°C during charging.
Assess whether surge protectors should be installed in accordance with <b>IET Wiring Regulations (BS7671)</b> .	Over-stretching of cables - ensure that they are adequately located.
Chargers, batteries and associated equipment should be installed, used and maintained in accordance with the manufacturer's instructions and the <b>IET Code of Practice - Electric Vehicle Charging Equipment Installation 4th Edition</b> .	Use of extension cables.
Servicing and maintenance of the chargers should be carried out by a competent engineer on a regular basis with results documented.	Untidy cables which create trip hazards.
Up to date periodic electrical installation safety inspection report for the installation that will supply the chargers in accordance with <b>BS 7671:2018</b> .	Use of 13 amp sockets for charging.
Ensure adequate training for safe use of the chargers and shutdown of the charging process.	
Sufficient area around chargers to allow for safe vehicle movement.	
Means for isolating the power and the action to take in an emergency, should be prominently signed.	
Internal Chargers should be protected by Automatic Fire Detection installation extending to weekly servicing and testing in accordance with <b>BS 5839-1</b> .	
Automatic Fire Detection should be monitored and operating in accordance with <b>BS EN 50518</b> and <b>BS 8591</b> or <b>BS 5979</b> where appropriate.	
Outdoor charging areas should be adequately lit and provided with emergency lighting complying with <b>BS 5266</b> .	
Provide an outdoor quarantine area for vehicles that suspected to have a damaged or faulty battery.	
Batteries should be disposed of in accordance with <b>EU Directive 2006/66/EC</b> when at the end of their working life, including stored safely outside the premises and protected from the effects of the weather.	

## PLANS AND SPECIFICATIONS

Executed as a deed by )  
[ ] )  
acting by a director in the presence of: )

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Signature of witness )

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Name (in BLOCK CAPITALS)

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Address )

Signed as a deed by )  
[ ] )  
in the presence of: )

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Signature of witness )

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Name (in BLOCK CAPITALS)

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Address )

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