DATE:

20[ ]

## LICENCE TO OCCUPY FOR WORKS AT

[ ]

## BETWEEN

[ ]

AND

# SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

SSE Legal Services No.1 Forbury Place 43 Forbury Road Reading RG1 3JH

## LICENCE TO OCCUPY FOR WORKS

## BETWEEN

- (1) [ ] ("**Licensor**") of [ ]; and
- (2) **SOUTHERN ELECTRIC POWER DISTRIBUTION PLC** (Company Number 4094290) whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading RG1 3JH (hereinafter called "**SEPD**").

## WHEREAS

- A The Licensor is presently the freehold proprietor of the Premises described in the following licence.
- C The Licensor requires a temporary electricity supply [[ ], [and a temporary sub-station is required to facilitate that power supply]]. Accordingly the Licensor proposes employing SEPD to install the power supply and sub-station.
- D SEPD acknowledges that the temporary sub-station will be removed as soon as reasonably practicable following expiration or termination of the licence, as applicable.
- E The Licensor has agreed to grant a licence to SEPD on the following terms.

## THE LICENCE

The Licensor hereby grants consent to the occupation and use of the premises shown coloured [ ] on the plan annexed ("**Premises**") by SEPD and their agents and contractors (with or without workmen) in order to support the carrying out of works to install the electricity infrastructure for sub-station at [] ( "works") on the following terms and conditions:

- 1. The Licensor grants this Licence for a period of [ ] commencing on the date of this Licence. SEPD will occupy the Premises as mere licensee only subject to the rights created by this Licence.
- 2. SEPD shall use the Premises for the use in connection with the transformation and distribution of electricity, the transfer of data in connection with the distribution of electricity and ancillary uses together with access and egress therefrom to the publicly adopted road including over the land shown coloured [ ] on the plan.
- 3. SEPD shall pay all rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever imposed on or payable in respect of the Premises or on its owner or occupier save for outgoings arising from any dealing of the Licensor with the Premises.
- 4. SEPD shall maintain the works and the Premises in good and substantial repair throughout the Licence Period.
- 5. The SEPD shall indemnify the Licensor in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the SEPD's covenants by the SEPD.
- 6. SEPD shall not at any time be entitled to assign, transfer, sublet or part with their interest under this Licence in whole or in part (except that SEPD may assign, transfer, sublet or part with their

interest in this Licence to a body carrying on either (i) the undertaking of SEPD in succession to it).

- 7. SEPD shall comply with all legal requirements relating to the use of the Premises as an electricity substation.
- 8. If the Licensor wishes to extend the period of this Licence, the Licensor must make an application in writing to SEPD (acting reasonably) for such extension. In the event that SEPD agrees to such extension (such agreement not to be unreasonably withheld or delayed) the Licensor shall enter into such documentation as shall be required by SEPD to reflect such extension and any conditions attached thereto.
- 9. Without prejudice to any other remedies of the Licensor, the Licensor may terminate this licence on written notice to SEPD if SEPD is in material breach of any of the terms of this Licence.
- 10. Within 14 days of expiration or termination of this Licence (as applicable), the Licensor shall pay all reasonable internal and external costs, charges and expenses incurred, sustained or anticipated by SEPD to remove or render permanently safe all of its apparatus and equipment installed on the Premises. Provided full payment has been received, SEPD have six months from the date of the notice to yield up the Premises with vacant possession with all apparatus and equipment either removed or rendered permanently safe.
- 12. It is acknowledged by all parties to this Licence that SEPD will have no liability whatsoever for the said works or any costs, expenses, claims and damages arising therefrom to the Licensor.

This Licence has been entered into on the date set out at the head of this Licence

SIGNED by [	]	)
		)
for and on behalf of t	he Licensor:	)

SIGNED by [	]	)
		)
for and on behalf of SEPD:		)