| DATE: 20[] | | | |
|--|--|--|--|
| LICENCE TO OCCUPY FOR WORKS AT | | | |
| [] | | | |
| BETWEEN | | | |
| [] | | | |
| AND | | | |
| SOUTHERN ELECTRIC POWER DISTRIBUTION PLC | | | |
| AND | | | |
| [NAME OF IDNO] | | | |
| | | | |
| | | | |
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LICENCE TO OCCUPY FOR WORKS

BETWEEN

- (1) [] of [] (the "Licensor"); 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 ("SEPD")
- (3) [] of [] (the "**IDNO**")

WHEREAS

- A The Licensor is presently the freehold proprietor of the Premises described in the following.
- B The IDNO requires a temporary electricity supply to [] and a temporary substation is required to facilitate that power supply.
- C SEPD and the IDNO acknowledge that the temporary sub-station will be removed as soon as reasonably practicable following which time the temporary supply is no longer required.
- D The Licensor has agreed to grant a licence to SEPD and the IDNO, on the understanding that Licensor will have no liability whatsoever for the said works or any costs, expenses, claims and damages arising therefrom either to SEPD or to the IDNO

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 the IDNO and their agents and contractors (with or without workmen) in order to support the carrying out of works to install the electricity infrastructure for substation at [] (the said "works") on the following terms and conditions:

- 1. The Licensor grants this Licence for a period of up to [] [weeks/months/years] commencing on the date of this Licence. SEPD and/or the IDNO will occupy the Premises as mere licensee only subject to the rights created by this Licence.
- 2. SEPD and/or the IDNO shall use the Premises for their 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 annexed plan.
- 3. The IDNO 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 by the Licensor of the Premises.
- 4. SEPD and/or the IDNO shall maintain the works and the Premises in good and substantial repair throughout the Licence Period.
- 5. The IDNO 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 IDNO's covenants by the IDNO.

- 6. Neither the IDNO nor SEPD shall 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 the undertaking of SEPD in succession to it.
- 7. SEPD and the IDNO 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 and/or the IDNO (acting reasonably) for such extension. In the event that SEPD and/or the IDNO 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 and/or the IDNO 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 written notice to both SEPD and the IDNO if either are in material breach of any of the terms of this Licence.
- 10. Thereupon, and within fourteen days of written demand by SEPD, the IDNO shall pay to SEPD 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.
- 11. Without prejudice to the indemnities given by SEPD above, and without prejudice to any rights and remedies the IDNO may have, the IDNO indemnifies the Licensor against all actions claims demands and expenses arising in consequence of SEPD's breach of the terms of this Licence.
- 12. It is acknowledged by all parties to this Licence that the Licensor will have no liability whatsoever for the said works or any costs, expenses, claims and damages arising therefrom either to SEPD or to the IDNO.

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

| SIGNED by [| 1 |) |
|------------------------------|--------|---|
| for and on behalf of the Lic | ensor: |) |
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| | | |
| SIGNED by [|] |) |
| • - | |) |
| for and on behalf of SEPD: | |) |

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| SIGNED by [|] |) |
|-------------------------|---------|---|
| | |) |
| for and on behalf of th | e IDNO: |) |