

DATED

201

(1) K.C. ESTATE MANAGEMENT LIMITED

(2) []

**LICENCE TO INSTALL AND OPERATE AN
ELECTRICITY SUPPLY**

at

[]

552 Kings Road, London

DATE:

2013

PARTIES:

- (1) **K.C. ESTATE MANAGEMENT LIMITED** (Company Registration Number 4255995) whose registered office is at Whittington Hall, Whittington Road, Whittington, Worcester, WR5 2ZX ("the Landlord")
- (2) [] of [] ("the Tenant")

BACKGROUND

- A The Landlord is the Owner of the building know as [] (**the "Building"**)
- B The Tenant wishes to install an electricity supply (**the "Infrastructure"**) on the common parts of the Building (**the "Works"**) in order to supply electricity to the Car Parking Space demised to the Tenant by the Lease for the purposes of the Permitted Use
- C the Landlord has agreed to consent to such Works and to allow the Tenant to use the Infrastructure for the Permitted Use upon the terms and conditions and subject to the covenants on the part of the Tenant and the further provisions contained in this Deed

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Licence unless the context otherwise requires the following words and expressions shall have the following meanings:

- Car Parking Space:** the car parking space numbered [] as demised to the Tenant in the Lease
- Lease:** a lease of the Premises dated [] and made between 552 Kings Road Limited (1) [] (2) and KC Estate Management Limited (3) and any document supplemental to or varying such lease whether entered into before or after the date of this Licence and including this Licence
- Permitted Use:** [] which, for the avoidance of doubt, specifically excludes any commercial arrangement with third parties
- Reinstatement Works:** such works as are necessary in order to reinstate and make good the Premises to the same plan design state and condition as they were before the carrying out of the Works as if the Works had not been carried out
- Term:** the term of years granted by the Lease and the period of any statutory or other continuation or extension or holding over after the expiration of that term

2. Landlord's Consent

In consideration of the covenants made by the Tenant as contained in this Licence the Landlord consents to the Tenant carrying out the Works and for the Infrastructure to then be used by the Tenant for the purposes of carrying on the Permitted Use

3. Tenant's Obligations

The Tenant covenants with the Landlord:

- 3.1 To only appoint a contractor approved by the Landlord to carry out the Works
- 3.2 To install the Infrastructure in a manner previously approved in writing by the Landlord
- 3.3 To give the Landlord not less than five day's notice of the commencement of the Works
- 3.4 To ensure that the Works are carried out in accordance with the following:
 - (a) In a good and workmanlike manner using good quality materials and strictly in accordance with the terms of this Licence
 - (b) With the least possible inconvenience to the Landlord and any other owners or occupiers in the Building
 - (c) To the entire satisfaction of the Landlord
- 3.5 To notify the Landlord within five days of completion of the Works so that the Landlord can arrange for the Works to be inspected to confirm compliance with this Licence
- 3.6 To pay the following amounts as and when demanded by the Landlord:
 - (a) Any and all costs required to make good any damage caused directly or indirectly to the wider Building as a result of the Works
 - (b) Any and all costs incurred by the Landlord in connection with the preparation of this Licence including, for the avoidance of doubt, any surveyors fees and administration fees
 - (c) Any costs or losses incurred by the Landlord caused by any actions and costs claims demands and expenses whatsoever arising as a result of the carrying out of the Works
 - (d) Any costs or losses incurred by the Landlord caused by any tax, insurance premium increase or imposition which becomes payable by reason of the carrying out of the Works
 - (e) All amounts charged by the Landlord in accordance with Clause 5 below
- 3.7 To only use the Infrastructure for the Permitted Use
- 3.8 To keep the Infrastructure properly maintained and in a good state of repair and condition in accordance with best practice at the cost of the Tenant

3.9 Upon removal of the Infrastructure to return the common parts to the same plan design state and condition as they were before the carrying out of the Works at the cost of the Tenant and in accordance with the terms of this Licence

4. Infrastructure

The Infrastructure shall at all times remain the property of the Tenant

5. Charging Arrangements

5.1 The Tenant shall be responsible for all costs associated with the supply of electricity to the Car Parking Space via the Infrastructure whether or not supplied for the Permitted Use

5.2 The Landlord shall invoice the Tenant for the electricity supplied to the Car Parking Space via the Infrastructure on an annual basis in July of each year at a flat rate of £150.00 per annum

6. Provisions of the Lease

It is agreed and declared as follows:

6.1 Nothing contained in this Licence shall release the Tenant from the covenants in the Lease or imply or constitute any representation or warranty on the part of the Landlord or its professional advisers or agents as to the suitability of the Works for the Premises or as to the quality or fitness for the purpose of the Works or that it is lawful to carry out such works

6.2 The Tenant's covenants and conditions in the Lease shall apply equally to the Tenant carrying on the Permitted Use

7. Reinstatement

7.1 If the Tenant acts in breach of the terms of this Licence or the terms of the Lease the Landlord retains the right to revoke this Consent and require the Tenant to undertake the Reinstatement Works at the cost of the Tenant on the same terms as set out in this Licence

7.2 The Landlord retains the right to require the Tenant to undertake the Reinstatement Works prior to any assignment of the Lease or six months prior to the expiry of the Term if it is considered reasonable to do so

IN WITNESS of which this Licence has been duly executed and is delivered on the date written at the beginning of this Licence

EXECUTED as a **DEED** by)
K.C. ESTATE MANAGEMENT LIMITED)
LIMITED acting by a director)
in the presence of:)

Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

EXECUTED as a **DEED** by)
[])
in the presence of:)

Signature of witness

Name (in BLOCK CAPITALS)

Address