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| **DATED 202X** |
| (1) **[The cluster member]**  (2) **[The Supplier]** |
| **LICENCE AND ACCESS AGREEMENT**  **pursuant to xxxxx**  **relating to the location known as**  **xxxxx** |

**THIS** **LICENCE** is made the day of 202X

**BETWEEN**:

1. **[The Cluster Member]** (xxxxx) whose registered office is at [address] ('the Licensor') as freeholder/leaseholder of the Licensor’s property at [site location] and
2. **xxxxx** (Co. Reg. No. xxxxx) whose registered office is at xxxxx 'the Licensee')

**NOW IT IS AGREED** as follows:

1. Licence

1.1 Licence is now given in accordance with the Clause 4.4 of the Cluster Member Agreement dated [date] (“Cluster Member Agreement “) entered into between [The Cluster Member] and [The Supplier] granting access rights to the Licensee for the construction of electric vehicle charging infrastructure (EVCI) located at xxxxx, Suffolk (the “Licensor’s Property”) and such Licensor’s Property is edged green on the plan attached at Schedule 1, subject to the terms and conditions set out below. The details of the EVCI are shown on the drawings attached at Schedule 2 ('the Drawings').

1.2 The purpose of the EVCI is to provide publicly accessible electric vehicle charging connectors and associated services pursuant to the Contract for the Provision of Electric Vehicle Charging at Specified Destinations, under the DPS RM 6213 (“EV Charging Contract”). This Licence aims to grant access rights to the Licensee before start of provision of Deliverables and performance of the Services under the EV Charging Contract and the Cluster Member Agreement.

1. Terms of Licence

The EVCI must be constructed in accordance with:

the terms and conditions of any planning permission issued by the relevant Borough or District Council in its capacity as Local Planning Authority under reference number xxxx dated [ ] 202X ('the Planning Permission'), and

the details shown on the Drawings.

2.2 The EVCI must be constructed in the place shown on the Drawings

The Licensee must ensure that the construction, maintenance, removal and the use of the EVCI shall not cause obstruction (unless the Licensor has granted prior approval or in the event of an emergency) to the Licensor’s Property or interfere with the convenience of persons using the Licensor’s Property or affect the rights of owners of premises adjoining the Licensor’s Property or statutory undertakers.

2.4 No lighting or other fixture may be attached to the EVCI save such as may be approved by the Licensor as being appropriate for the safe or convenient use of the EVCI.

2.5 The Licensee must at all times maintain the EVCI in good repair and condition to the reasonable satisfaction of the Licensor and in accordance with the Order Contract and/or the Cluster Member Agreement and an agreed maintenance programme.

2.6 The Licensee must at all times take all reasonable steps to ensure the safety of those using the EVCI and those using the Licensor’s Property.

2.7 Before commencing any works for the maintenance or repair of the EVCI the Licensee must give not less than 24 hours’ notice in writing to the Licensor (save in cases of emergency) describing:

2.7.1 the nature of the works, and

2.7.2 the method by which it is proposed to execute them, and

2.7.3 whether any lane closure of the Highway is necessary to enable the Licensee to carry such works,

and must comply with the reasonable requirements of the Licensor in relation to the works and their supervision.

2.8 While executing any works to the EVCI, the Licensee must ensure the safety of those using the Licensor’s Property in accordance with any applicable law, or regulation, order or requirement of the Licensor and the industry usual code of practice.

2.9 Any damage to the Licensor’s Property occasioned by any works to the EVCI or use of the EVCI must be made good by the Licensee as required by the Licensor at the expense of the Licensee within 14 days or immediately in case of emergency.

2.10 The Licensee will provide the Licensor with as-built drawings of the EVCI on completion of its construction.

2.11 The Licensee shall indemnify and keep indemnified the Licensor against all claims including injury, damage or any loss whatsoever arising from the EVCI including but not by way of limitation use, installation, maintenance and removal including any damage caused to the EVCI as a result of any use or works to or at the Licensor’s Property.

2.12 The Licensee shall maintain public liability insurance in accordance with the requirements of the Order Contract and/or the Cluster Member Agreement in respect of any claim.

1. Breach

3.1 If the Licensee constructs the EVCI otherwise than in accordance with the terms and conditions of this Licence, the Licensor may by notice served on the Licensee require the remediation of the construction of the EVCI within such time as may be specified in the notice.

3.2 In the event of any breach by the Licensee of the terms of this Licence in respect of the maintenance and use of the EVCI the Licensor may by notice require the breach to be remedied within the time period specified in the notice.

If the Licensee does not comply with the terms of any notice served by the Licensor pursuant to sub-clauses 3.1 and 3.2 above, the Licensor may take such steps and carry out such works as are necessary to remedy the breach, and the reasonable cost of so doing shall be a debt due and payable from the Licensee to the Licensor.

4. **Removal**

4.1 The Licensee must at its own expense, unless otherwise prescribed for in the Order Contract and/or the Cluster Member Agreement, remove the EVCI or alter it in such manner as the Licensor may require if at any time the Licensor considers the removal or alteration necessary or desirable in connection with the carrying out of improvements to the Licensor’s Property and the decision of the Licensor that the removal or alteration is necessary or desirable in that connection shall be final, and the condition shall be enforceable by the Licensor against the owner for the time being of the premise on which the EVCI or any part of it stands.

4.2 The Licensee acknowledges that it requires the construction of the EVCI in order to facilitate public electric vehicle charging and agrees that if and when it no longer requires the use of the location, subject to the approval processes defined within the Order Contract and/or the Cluster Member Agreement, it will upon being required so to do by the Licensor remove the EVCI at the expense of the Licensee.

4.3 Upon removal of the EVCI the Licensee shall at its own expense make good to the reasonable satisfaction of the Licensor any damage to the Licensor’s Property or other premises not in the ownership of the Licensee and reinstate the Licensor’s Property to at least as good a condition as it was prior to the construction of the EVCI.

**IN WITNESS WHEREOF** the parties have executed this Licence as a deed and it is delivered on the date set out above.

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| **EXECUTED** as a **DEED** by **xxxx** acting by authorised signatory:  Witness Signature  Witness Name  Address  Occupation | ) ....................................................... ) Authorised signatory ) ) .......................................................  Authorised signatory |
| **EXECUTED** as a **DEED** by **xxxx** acting by one director and its secretary or by two directors: | ) ....................................................... ) Director ) ) .......................................................  Director/Secretary |
| Witness Signature  Witness Name  Address  Occupation |  |

**SCHEDULE 1**

**LICENCE PLAN**

**SCHEDULE 2**

**DRAWINGS**