

DATED \_\_\_\_\_

**LICENCE TO OCCUPY**

relating to the area (description of land)

between

**POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED**

and

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**THIS LICENCE** is dated [DATE]

**PARTIES**

- (1) **POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED** the registered office of which is at 167A East India Dock Road, London, E14 0EA, Company Registration number 3249344 (**Licensor**).
- (2) **(NAME)** of (address) (**Licensee**).

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Contaminated Land Regime:** the contaminated land regime under Part 2A of the Environmental Protections Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it.

**Enforcing Authority:** the relevant regulator for the Property under the Contaminated Land Regime.

**Environment:** the natural and man-made environment including all or any of the following media, names air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

**Environmental Law:** all applicable laws, statutes, secondary legislation, bye –laws, common law, directives, treaties and other measures,

judgments and decisions of any court or tribunal, codes of practice and guidance notes (as amended from time to time) in so far as they related to the protection of the environment.

**Licence Fee:** £50 to be paid upon signing

**Licence Period:** the period from and including the date of this Licence until the date on which this licence is determined.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Non-Permitted Use:** *barbeque or open fire or fire pit or chimera or similar; erection of boundary fencing, hedge or other barrier; planting of trees; storage of any hazardous, flammable, corrosive, reactive, toxic, poison, or irritant material or substance; storage of any items except stored in a purpose-made shed made of fire-retardant material; storage of gas or any other pressurised cylinder; washing-lines or racks or dryers; white goods.*

**Permitted Use:** *cultivation of flowers, shrubs, fruit or vegetables; erection of one purpose-made shed the footprint of which does not exceed 25% of the demised land and which is made of fire-retardant material; one garden table and four garden chairs all made of fire retardant materials and the dimensions of the table not to exceed 1m2;*

**Plan:** the plan attached to this licence marked "Plan".

**Property:** the area as shown for identification purposes only edged red on the Plan

- 1.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it ;

provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

- 1.5. Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use reasonable endeavours to prevent such act or thing being done by a third party.
- 1.6. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7. Unless otherwise expressly provided, the obligations and liabilities of under this agreement are joint and several.

## 2. LICENCE TO OCCUPY

- 2.1. The Licensor permits the Licensee to use the Property for the Permitted Use for the Licence Period.
- 2.2. The Licensee acknowledges that:
  - a. the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement; and
  - b. the Licensor retains control, possession and management of the Property and can without notice access and inspect the Property and anything on it and the Licensee has no right to exclude the Licensor from the Property; and
  - c. the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given may only be exercised by the Licensee and its employees.

## 3. LICENSEE'S OBLIGATIONS

- 3.1. The Licensee agrees and undertakes:
- 3.2. To keep the Property clean, tidy and clear of rubbish.
- 3.3. Not to obstruct access to the surrounding area not demised to the Licensee.
- 3.4. Not to use the Property other than for the Permitted Use.

- 3.5. Not to make any alteration or addition whatsoever to the Property without prior permission being sought.
  - 3.6. Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices.
  - 3.7. Not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance.
  - 3.8. Not to apply for any planning permission in respect of the Property.
  - 3.9. Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time.
  - 3.10. To comply with all Health and Safety or other applicable legislation and/or regulation as relevant to the demised area.
  - 3.11. Not to do anything that could compromise the Licensor's ability to comply with all Health and Safety or other applicable legislation and/or regulation as relevant to the demised and surrounding area.
  - 3.12. To leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period.
  - 3.13. To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
    - a. this licence; and/or
    - b. any breach of the Licensee's undertakings; and/or
    - c. The exercise of any rights given in this license.
  - 3.14. The Licensee must not do anything on or in relation to the Property that would or might cause the Licensor to be in breach of covenants and conditions.
  - 3.15. **PROVIDED THAT** if the Licensee breaches any of the provisions the Licensor may put right such breach and the cost of such will be payable on demand by the Licensee.
- 4. AGREEMENT ON ENVIRONMENTAL LIABILITIES**
    - 4.1. Notwithstanding and other provisions in this licence, the Licensor and the Licensee agree that:
      - 4.2. Any liability under Environmental Law (including, without limitation, any liability under the Contaminated Land Regime) arising in respect of Hazardous Substances in, on, under or emanating from the Property, on or before the date of this Licence, shall be the sole responsibility of the Licensee.
      - 4.3. This clause 4, constitutes an agreement on liabilities under paragraphs D.38 to D.39 of the Department for Environment, Food and Rural Affairs Circular 1/2006 setting out guidance on the Contaminated land Regime.
      - 4.4. If the Enforcing Authority serves notice under the Contaminated Land Regimes on either party, either part may produce a copy of this license to any Enforcing Authority or court for the purposes of determining liability under the Contaminated Land Regimes.
  - 5. TERMINATION**
    - 5.1. The licence to occupy granted by this agreement shall end on the earliest of:
      - 5.2. The Licensor giving written notice to the Licensee at any time of breach of any of the Licensee's obligations; or
      - 5.3. The Licensor giving not less than 7 days' written notice to the Licensee; or
      - 5.4. The Licensee giving not less than 7 days' written notice to the Licensor.
      - 5.5. And in the event that notice is served the licence to occupy shall terminate on the expiry of such notice.
    - 5.6. Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.
  - 6. NOTICES**
    - 6.1. Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- a. to the Licensor at: 167A East India Dock Road, London, E14 0EA
  - b. to the Licensee at their notified address
  - c. or as otherwise specified by the relevant party by notice in writing to each other party.
- 6.2. Any notice or other communication shall be deemed to have been duly received:
- a. if delivered personally, when left at the address and for the contact referred to in this clause; or
  - b. if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the second working day after posting
- 6.3. A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.
- 6.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 7. NO WARRANTIES FOR USE OR CONDITION**
- 7.1. The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 7.2. The Licensor gives no warranty that the Property is physically fit for the purposes specified.
- 8. LIMITATION OF LICENSOR'S LIABILITY**
- 8.1. The Licensor is not liable for:
- a. the death of, or injury to the Licensee, or invitees to the Property; or
  - b. damage to any property of the Licensee or that of other invitees to the Property; or
  - c. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or other invitees to the Property
- 8.2. Nothing shall limit or exclude the Licensor's liability for:
- a. death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
  - b. any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.
- 9. RIGHTS OF THIRD PARTIES**
- 9.1. A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10. GOVERNING LAW AND JURISDICTION**
- 10.1. This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Signed for and on behalf of

**POPLAR HOUSING AND REGENERATION  
ASSOCIATION LIMITED**

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Signed by

**Licensee**

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