

Specimen

DATED _____

BETWEEN:-

Sussex Heights (Brighton) Ltd

and

.....

LICENCE TO ALTER

Re: Flat.....

Sussex Heights
St Margarets Place
Brighton
East Sussex
BN1 2FQ

LICENCE TO ALTER

Date:.....

1. Definitions

Where in this Licence the following words begin with a capital letter they have the following meanings (unless the context otherwise requires):

1.1 The Head Lessee

Sussex Heights (Brighton) Ltd. Whose registered office is at: Arun Office Services, Rbs House 59-61 Sea Lane, Rustington, West Sussex. BN16 2RQ. Company No. 02676784 and any person in whom the building is from time to time vested

1.2 Lessee

_____ and any person in whom the Term is from time to time vested

1.3 Building

The block of flats with the entrances and curtilage known as Sussex Heights St Margarets Place Brighton East Sussex being the property registered at H M Land Registry under Title Number SX62351 and each and every part thereof

1.4 Determination of the Term

The determination of the Term by re-entry notice surrender or otherwise

1.5 Party

The Lessor or the Lessee

1.6 Plan(s)

The plan(s) attached to this Licence

1.7 Flat

The self contained residential flat known as Flat.....formed on the.....floor of the Building

1.8 Schedule

A schedule to this Licence

1.9 Lease

The lease of the Flat dated..... and made between

(1).....Limited and

(2)..... and
registered at HM Land Registry under Title Number.....as
supplemented by any licences

1.10 Term

The term expiring on the.....granted by the Lease
and any continuation of it whether by agreement operation of law or otherwise

1.11 Works

The alterations and works described in the Schedule and shown on the Plan(s)

1.12 Works Completion Date

.....months from the date hereof

2. Interpretation

2.1 In this Licence obligations and liabilities of a Party comprising more than one
person shall be construed as obligations and liabilities of such persons jointly and
severally

2.2 In this Licence reference to one gender shall include all genders including neuter

3. Recital

3.1 This Licence is supplemental to the Lease

3.2 Any covenant by the Lessee not to do any act or thing shall be deemed to include an
obligation not to permit or suffer such act or things to be done by another person

4. Licence to alter

The Lessor grants to the Lessee licence to carry out the Works on the Flat

5. Lessee's covenants

The Lessee covenants with the Lessor:

- 5.1 Before commencing the Works and at his own expense to obtain all necessary licences consents and permissions of the local planning and other authorities and to supply copies of the same to the Lessor
- 5.2 That if the Works are commenced to carry them out at his own expense in accordance with the Schedule and Plans and the terms and conditions of all licences consents and permissions in a good and workmanlike manner and with good and sound materials and to the reasonable satisfaction of the Lessor and any requisite authority and to complete the Works by the Works Completion Date
- 5.3 During the course of the Works not at any time to cause or permit:
 - 5.3.1 any damage or any unreasonable nuisance disturbance annoyance or inconvenience to the Lessor or to the owners or occupiers of any other flat in the Building or of any other part of the Building
 - 5.3.2 the infringement or interruption of any right enjoyed by the owners or occupiers of any other flat in the Building or of any adjoining or neighbouring premises or of any other part of the Building
- 5.4 To permit the Lessor and its agents at all reasonable times to inspect the progress of the Works and the quality of the materials and workmanship used
- 5.5 That until completion of the Works to the reasonable satisfaction of the Lessor the Works shall be at the sole risk of the Lessee and the Lessee shall insure the Works in their full reinstatement value and if the Works are destroyed or damaged the Lessee will apply all insurance money received (making up any deficit from his own money) in reinstating the Works in accordance with this Licence
- 5.6
 - 5.6.1 To notify the Lessor in writing of completion of the Works so that the Lessor may inspect them and to permit the Lessor to enter the Flat to do so
 - 5.6.2 To permit the Lessor to enter the Flat to give to the Lessee a notice specifying any part of the Works that the Lessee has failed to execute in accordance with the terms of this Licence and promptly and in any event within one month to carry out such remedial or other work required by such notice

- 5.7 To indemnify and keep the Lessor indemnified against all claims demands actions or proceedings made or brought and all losses damages costs expenses and liability as a result of the commencement execution or retention of the Works
- 5.8 Upon Determination of the Term (if requested to do so by the Lessor in writing) the Lessee shall at his own expense reinstate the Flat in a good and workmanlike manner to the reasonable satisfaction of the Lessor and make good all damage so caused
- 5.9 To pay to the Lessor on the date hereof all proper and reasonable legal fees and managing agents fees and value added tax incurred by the Lessor in connection with the preparation negotiation and completion of this Licence and within fourteen days of demand such further proper and reasonable costs including managing agents fees as may be incurred by the Lessor in particular with regard to inspection of the Works
- 5.10 To give the Lessor not less than seven days prior notice in writing of the date of commencement of the Works
- 5.11 During execution and where applicable on completion of the Works:
- 5.11.1 to keep all materials and equipment stored inside the Flat and not to bring materials or equipment into the Building except by prior arrangement with the Lessor
- 5.11.2 not to overload the lift or lifts serving the Flat in the Building for the removal or delivery of materials or equipment to the Flat or otherwise in carrying out the Works and only to use the lifts by prior arrangement with the Lessor and in accordance with the conditions of the lift maintenance engineers
- 5.11.3 to make good any damage caused to the Building at the Lessee's expense
- 5.11.4 to remove all unused material debris and equipment from the Flat
- 5.11.5 not to hand or otherwise transport materials or chattels up the outside of the Building
- 5.11.6 without prejudice to the generality of the Lessee's obligations herein to carry out the Works which require drilling knocking and other penetrating noise only between the hours of 8.00 am to 5.00 pm on weekdays and at no other times

6. Provisos

- 6.1 It is a condition of this Licence that the Works are commenced within two months from the date hereof and if they are not so commenced this Licence shall immediately determine and cease to have effect
- 6.2 On completion of the Works the covenants on the Lessee's part contained in the Lease and all provisos agreements and stipulations contained in the Lease shall apply to the Flat as altered
- 6.3 This Licence and any approval or satisfaction given or expressed by or on behalf of the Lessor under this Licence is granted or expressed without any liability on the part of the Lessor or its managing agents or surveyors and implies no responsibility for any of the Works or their design or execution
- 6.4 The proviso for forfeiture contained in the Lease shall be exercisable as well on any breach of the Lessee's covenants herein contained as on the happening of any of the events mentioned in that proviso
- 6.5 This Licence does not authorise any other alteration to the Flat or prejudice or affect any of the covenants or conditions contained in the Lease

THIS DEED remains undelivered until the date hereof

IN WITNESS of which the parties have executed this deed as a deed the day and year first above written

EXECUTED as a Deed by the above)
named Sussex Heights (Brighton)Ltd)
and)
signed by a Director and the Secretary)

.....Director

.....Secretary

Signed by the Lessee(s).....

in the presence of.....Witness

Name (Please print).....of.....

.....Occupation.....

THE SCHEDULE (see over)