**ON LICENSOR LETTERHEAD**

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| --- | --- |
| [*Insert name and address of NHS*  *occupier*] | **Date: 02 April 2020** |

Dear [*name*]

**Licence to Occupy [**and Licence for Alterations**]**

**[**mobile unit space**] at [insert property name]**

This letter sets out the terms on which we, (*insert name of Licensor),* will allow you, (*insert name of Licensee),* to use and occupy the above mentioned property [and make alterations to it].

1. PARTICULARS

In this letter, the following words and phrases have the following meanings:

**Common Parts:** such roads, paths, car parks and other means of access over the Site the use of which is necessary for obtaining access to and egress from the Property or for the common use of occupiers of the Site (as designated from time to time by us).

**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.

**Licence Fee:** £1.

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

**Property:** the part of the Site shown [*edged red*] on the Plan.

**Public Health Event:** the epidemic of Covid-19 in the United Kingdom.

**Licence Period:** a period commencing on the date on which this letter is counter-signed and expiring on but including [ ], together with any extension agreed in accordance with paragraph 2.4 of this letter but in all cases, unless terminated early in accordance with paragraph [ ].

**Mobile Unit:** a portable, demountable or transportable building belonging to or rented by you which will be installed at the Property for the purposes of supporting you in dealing with the Public Health Event.

**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.

**Service Media:** all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

**Site:** the site including the building if any on it known as [*insert address*].

**Utilities:** electricity, gas, water, sewage, heating, energy, telecommunications, data and all other services and utilities

**We/Us/Our:** whether or not capitalised, these are all references to [*insert name of Licensor and full corporate details*].

**You/Your:** whether or not capitalised, these are references to [*insert name of NHS body using space*].

1. LICENCE TO OCCUPY
   1. We permit you to occupy the Property for the Licence Period on the terms contained in this letter.
   2. We also permit you to:
      1. install the Mobile Unit at the Property
      2. access and leave the Property using the Common Parts;
      3. otherwise use the Common Parts for the purposes for which they were designed;
      4. (if required) to connect into Service Media serving the Site for the purposes of providing Utilities to the Property (in such manner and place as we approve); and
      5. to the passage of services through the Service Media referred to in paragraph 2.2.4 in connection with your use of the Property
   3. You must not use the Property other than for healthcare use or any other use that you consider to be reasonable in the circumstances as part of your response to the Public Health Event.
   4. You must pay us:
      1. the Licence Fee within 28 days of receipt of a written invoice; and
      2. the cost of the supply and removal of all utilities to and from the Property (or a reasonable proportion of the cost for the Site as a whole) within 28 days of receipt of a written invoice.
   5. You acknowledge and agree that:
      1. you occupy the Property as a licensee and that no relationship of landlord and tenant is created between the between us and you by this letter; and
      2. the licence to occupy granted by this agreement is personal to you and is not assignable although you may also allow other persons or organisations with whom you are working in response to the Public Health Event to exercise the rights granted by this letter on your behalf.
   6. Where you reasonably consider that the Public Health Event gives rise to a continuing and urgent need to use the Property, you may serve notice on us (not less than one month before the end of the Licence Period) extending the Licence Period by up to two months. You may do this on up to three occasions, so that the combined extension to the Licence Period is up to but not more than six months.
   7. In using the Property, you will comply with statutory legislation, guidance and any regulations put in place by Public Health England and other competent health authorities relating to the treatment, prevention and containment of COVID-19.
   8. You may make alterations to the Property including the installation of the Mobile Unit (where you consider them necessary to appropriately deal with the Public Health Event), but shall not be entitled to:
      1. make alterations which would undermine the structural integrity of any building on the Site;
      2. make alterations to any fire separation walls without our prior consent; or
      3. make alterations to any fire escapes without our prior consent.
   9. You must promptly notify us of any alterations that you have made to the Property and provide appropriate drawings or outline specifications.
   10. At the end of the Licence Period, you must remove the Mobile Unit and reinstate any and all alterations which have been made to the Property during the Licence Period to our reasonable satisfaction.
   11. At the end of the Licence Period, you will ensure that the Property is returned in the same state and condition (fair wear and tear excepted) as it was in at the start of the Licence Period and, in particular, that the Property has been deep cleaned.
   12. We will continue to maintain our existing buildings insurance in respect of the Property, but you must pay us any increase in insurance premium arising as a result of your use of the Property and also ensure that you maintain appropriate employer’s liability insurance and public liability insurance for persons using the Property. We agree that these insurances may be by way of NHS Resolution risk pooling schemes.
   13. We give no warranty that the Property possesses the Necessary Consents for the Permitted Use, is physically fit for the Permitted Use or is otherwise suitable for the Permitted Use.
   14. We both acknowledge the following:
       1. that in using the Property for the Permitted Use (in response to the Public Health Event) neither you nor us intend to obtain any Necessary Consents;
       2. if necessary, you will make representations to any Competent Authority regarding the requirement for Necessary Consents given the occurrence of the Public Health Event and the requirement for the Property as part of the National Health Service’s response to the Public Health Event;
       3. if notwithstanding the representations referred to in paragraph 2.14.2 above, any Competent Authority serves a notice of the type referred to in paragraph 3.1.2 below, this Licence shall be terminated in accordance with the provisions of that paragraph.
2. Termination of the licence
   1. The licence granted by this letter shall end on the earlier of:
      1. [*Insert agreed termination date]* (unless extended in accordance with paragraph 2.6);
      2. the date that is 4 weeks after the receipt by you or us of any notice from any Competent Authority prohibiting or purporting to prohibit use of the Property for the Permitted User (unless a longer period is agreed with the relevant Competent Authority);
      3. the date that is 4 weeks after us giving you written notice to terminate the licence if you materially and persistently breach any of your obligations contained in this letter; or
      4. you giving us not less than two weeks’ notice of your desire to terminate the licence.
   2. Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.
3. Limitation of Liability:
   1. Save for as referred to in paragraph 4.2, you agree that we are not liable for:
      1. the death of, or injury to any of your employees, visitors, contractors or agents or any other body, person or organisation exercising the rights granted by this letter; or
      2. damage to any of your property or of any body, person or organisation exercising the rights granted by this letter, or of their employees, visitors, contractors or agents; or
      3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you or by any body, person or organisation exercising the rights granted by this letter or by their employees, visitors, contractors or agents.
   2. Nothing in the above paragraph shall limit or exclude our liability for:
      1. death or personal injury or damage to property caused by negligence on our part or on the part of employees or agents; or
      2. any matter in respect of which it would be unlawful for us to exclude or restrict liability.
4. Indemnity

You will indemnify us and keep us indemnified against all direct losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising from:

* + 1. any breach of any of the terms and obligations imposed on your in this letter;
    2. any use or occupation of the Property or the carrying out of any alterations carried out to the Property; or
    3. any act or omission on your part or any of the bodies, persons or organisations exercising the rights granted by this letter on your behalf.

but this indemnity shall not extend to liabilities, expenses, costs, claims, damages and losses:

* + 1. that would have arisen anyway as a result of societal lock-down resulting from the Covid-19 pandemic;
    2. which we are able to recover out of the Government’s packages of measures to support businesses through period of disruption caused by Covid-19

and we agree that we will use all reasonable endeavours to mitigate (so far as is practicable) any such losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability.

1. Legal Status

This letter is intended to be legally binding and is subject to the exclusive jurisdiction of the Courts of England and Wales.

Yours faithfully

[*name*]

for and on behalf of [Insert details of NHS occupier]

**TO BE INSERTED ON DUPLICATE LETTER:**

I/We acknowledge receipt of the original of this letter and confirm my/our agreement to its terms.

Signed: ……………………………………………………

For and on behalf of [*Licenso*r]

Print name: ……………………………………………………

Dated: ……………………………………………………

**PLAN**