

THIS RETROSPECTIVE LICENCE
<<month>> <<year>> and is made

(1) <<Landlord's Name>>, a company of the <<Country of Incorporation of Landlord's Company>> under number <<Landlord's Registration Number>> whose registered office is at <<Landlord's Address>>

(2) <<Tenant's Name>>, a company of the <<Country of Incorporation of Tenant's Company>> under number <<Tenant's Registration Number>> whose registered office is at <<Tenant's Address>> (hereinafter referred to as the 'Tenant').

BACKGROUND

- A. The landlord's interest under the <<Lease>> and the tenant's interest under the <<Lease>>
- B. The Tenant has made alterations to the Premises (as defined below) and the alterations.

1. Definitions and Interpretation

- 1.1 In this deed, except where the context otherwise requires, the following terms shall have the following meanings:

'Landlord'

includes the Landlord and any person who is for the time being entitled to the benefit of the Lease upon the determination of the Term;

'Lease'

means the Lease between the Landlord and the Tenant;

'Necessary Consents'

means the written consent of the relevant local authority or other competent authority;

'Premises'

means the Premises;

'Tenant'

includes the Tenant and any person in whom the Term is from time to time vested;

'Works'

means the Works specified in the attached drawings and specifications;

2. Licence

- 2.1 In consideration of the Tenant's covenants and consents to the Works, the Landlord hereby grants to the Tenant below the Licence

3. Tenant's covenants

- 3.1 The Tenant has obtained all necessary consents and given copies of them to the Landlord.

is dated the <<date>> of

<<Country of Incorporation of Landlord's Company>> whose registered office is at <<Landlord's Address>> (the 'Landlord') and

<<Country of Incorporation of Tenant's Company>> whose registered office is at <<Tenant's Address>>

<<Lease>> is now vested in the Landlord and the Tenant.

(as defined below) by carrying out the Works to give retrospective consent to

otherwise requires, the following terms

as for the time being entitled to the benefit of the Lease upon the determination of the Term;

Leases dated <<date>> and made between <<tenant>> (2);

for the execution and retention of the Works by the local planning authority or other competent authority;

ises>>;

in whom the Term is from time to time vested;

in the attached drawings and specifications;

the Tenant below the Landlord

sents and given copies of them to the Landlord.

- 3.2 In carrying out the Works the Tenant shall:
- 3.2.1 acted in accordance with the provisions of the Building Regulations and any Consents and with the Planning Acts;
 - 3.2.2 used best quality materials and standards of workmanship.
- 3.3 If requested by the Landlord (at any time during the term of the Lease (however long) and reinstated the Premises to their former state and such works in connection therewith shall be carried out in a workmanlike manner to the reasonable satisfaction of the surveyor appointed by the Landlord.
- 3.4 The Tenant will pay to the Landlord at the residue of the term of the Lease any sums which shall be payable in additional premiums for the insurance of the Premises or of any adjacent or neighbouring premises by reason of the Works.
- 3.5 The Tenant will indemnify the Landlord against any actions, claims, costs and expenses (including liabilities and losses howsoever arising in relation to the Works or any reinstatement) as hereinafter mentioned and (without prejudice to the above) shall include all claims by third parties.
- 3.6 The Tenant will pay to the Landlord (including legal surveyors architects and other costs) incurred by the Landlord in the grant of this licence and the inspection and approval of the Works.

4. CDM Regulations

- 4.1 If the provisions of the Construction (Design and Management) Regulations 2015 (the "CDM Regulations") apply to the Works, the Tenant:
- 4.1.1 covenants that the Works shall be carried out in all respects in accordance with the Regulations;
 - 4.1.2 acknowledge that the Tenant shall be treated as the client in respect of the Works for the purposes of the Regulations and further covenants:
 - a) that the Tenant shall ensure that the Principal Designer was notified of the Works in accordance with the Regulations including (without limitation) that the Tenant was the client in respect of the Works;
 - b) to supply to the Landlord's managing agent a copy of such notification;
 - c) that a Health and Safety File has been prepared in respect of the Works in accordance with the CDM Regulations (the "Health and Safety File");
 - d) that the Tenant shall ensure that the Health and Safety File is kept up to date and update the Health and Safety File as and when any further works are carried out on the Premises or any undertenant at the Premises; and
 - e) that the Tenant shall ensure that the Health and Safety File is kept up to date and update the Health and Safety File as and when any further works are carried out on the Premises or any undertenant at the Premises; and

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5. General

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d by reason of this licence or any
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ce or any other such approval or
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fully to observe and perform the
se and/or in this licence; or

ndlord in respect of any breach of

tion entered into by more than
t and several covenant or
ll have entered into the same.

THIS LICENCE has been execute
dated

[Execution clauses for landlord:]

Executed as a deed by affixing
the common seal of
<<Landlord's Name>>
in the presence of

d on the day on which it has been

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Landlord's Name>>

acting by [a director and its
secretary] [two directors]

OR (alternative company execution)

Executed as a deed by
<<Landlord's Name>>

acting by a director in the
presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where landlord is a company)

Signed as a deed by
<<Landlord's Name>>
in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

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Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

Address _____

[Execution clauses for tenant:]

Executed as a deed by affixing
the common seal of
<<Tenant's Name>>
in the presence of

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Tenant's Name>>

Signature:

Director

acting by [a director and its
secretary] [two directors]

Signature:

[Director][Secretary]

OR (alternative company execution)

Executed as a deed by
<<Tenant's Name>>

Signature:

Director

acting by a director in the
presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where ten

Signed as a deed by
<<Tenant's Name>>

Signature:

in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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