DATED                                       2022

1. The Tenant
2. The Landlord

 LICENCE

Relating to the installation and operation of chargepoint at address

**THIS AGREEMENT** is made on                                                            2022

**PARTIES:**

1. The Tenant [a company registered in England and Wales], number whose registered office is at X (“the Community Energy Company” or “CEC”); and
2. The Landlord, (“the Licensor”), address ?

**BACKGROUND:**

The CEC installs the electric vehicle chargepoint at The Landlord carpark, and then undertakes the business of operating the chargepoint and permission of allowing electric vehicles to charge at the Chargepoint. The CEC’s income comes from operation of the chargepoint.

1. The electricity supply to the chargepoint comes from the Licensor’s network, supplied by Green Energy.
2. The Licensor has agreed to grant a non-exclusive licence of the area for the chargepoint for ten years so that the chargepoint owned by the CEC can be installed and maintained on the area and has agreed a timetable for installation, at mutually convenient times. At the end of the ten-year period the CEC will gift/remove the chargepoint to the Licensor.

**AGREED TERMS:**

# DEFINITIONS AND INTERPRETATION

## In this Agreement and its schedules, unless the context otherwise requires, the following expressions shall have the following meanings:

**“Chargepoint Area”** means the area on which the chargepoint is installed on the Licensor’s premises as is shown red on the attached plan;

**“Chargepoint”** means PodPoint 7KW single as in the Specification

**“Commencement Date”** means date of installation of the Chargepoint

 **“Electricity Network”** means an electricity distribution system or transmission system regulated by OFGEM;

**“Equipment”** means those parts of the Chargepoint, including wiring, meters and connections to the Licensor’s electricity supply as described in the Specification;

**“Financial Year”** means the financial year of the CEC ending on 31st March in each year;

 **“Meters”** means the Meter for measuring electricity supplied to the Chargepoint, generally incorporated in the Chargepoint

 **“OFGEM”** means the Office of Gas and Electricity Markets, the organisation which regulates the gas and electricity markets in Great Britain;

**“Outgoings”** all existing and future rates duties and taxes and charges for electricity consumed

**“Price”** the price of ?p per kWh shall be based on the electricity supply price paid by the Licensor, and be reviewed on the anniversary of the Commencement date to ensure alignment with the current supply price.

**“Project”** means the installation, operation and monitoring of the Chargepoint by the CEC at the Chargepoint Area pursuant to the terms of this Agreement

**“Rent”** percentage share of the net revenue from the Chargepoint after Outgoings, operator fees, insurance, warranty and software costs where applicable. The initial percentage share shall be 50%.

The CEC reserves the right to review the Rent percentage share on each anniversary of the Commencement Date, dependent on Chargepoint usage.

**“RPI”** means the Retail Prices Index published by the Office for National Statistics or any successor index;

 **“Specification”** means the specification for the Chargepoint attached to this Agreement;

**“Tariff”** the electricity price paid per KWh by the Users of the Chargepoint. The CEC reserves the right to review the Tariff on each anniversary of the Commencement date.

**“User”** the driver charging their electric vehicle at the Chargepoint

**“VAT”** means value added tax.

# planning permission and other consents

## This Agreement is conditional on the grant of planning consent for the Chargepoint or the CEC being satisfied that no planning consent is required. The CEC shall notify the Licensor as soon as practicable whether part or all of the Chargepoint requires planning consent.

## If planning consent is required then it shall be applied for as soon as practicable and each party shall provide full and prompt assistance and co-operation to the other in so applying. The CEC shall meet the costs of the application for planning consent and shall prepare the application which the Licensor shall submit or agree to be submitted on its behalf.

## This Agreement is conditional on the Distribution Network Operator applicable to the Chargepoint Area consenting to the installation of the Chargepoint and its connection to the Electricity Network.

##  The Parties accept that the commencement date of the licence granted by this Agreement is uncertain and it may not take effect at all.

# installation and licence

## The CEC shall install the Chargepoint in accordance with the terms set out in Schedule 1 and (to the extent not inconsistent with the terms of Schedule 1) on the following terms:

### The Chargepoint shall belong to the CEC until it is transferred/removed to the Licensor under the terms of clause 4;

### The Licensor grants the CEC for the duration of this Agreement a non-exclusive licence to use the Chargepoint Area for the installation and operation of the Chargepoint (including meters, Chargepoint Equipment, conducting media for the passage of electricity and other equipment enabling the connection of the Chargepoint to the Electricity Network and to the electricity supply for the Building); this licence shall not be withdrawn except on the terms of this Agreement; the Licensor shall continue to manage the Chargepoint Area in every respect and shall have unfettered and unlimited access to and control of all parts of it including those parts used by the CEC;

### No rights of exclusive possession are granted by this licence; the CEC has no right to exclude the Licensor or anyone else from the part of the Chargepoint Area used by it under this Agreement. This Agreement is intended to be a licence and not a lease;

### The Licensor grants the CEC all consents necessary to enable the CEC to operate the Chargepoint for the purposes of charging Electric Vehicles and consents to the Chargepoint Equipment being connected to the Electricity Network and the electric system in accordance with the Specification;

### The CEC shall procure that the Chargepoint is installed safely and effectively following good industry practice and complying with Health and Safety standards; and the CEC shall comply and shall procure that its contractors shall comply with the Disclosure and Barring Service regulations, to the extent applicable;

### The time estimate provided for completing the installation work is the best estimate and the CEC will make every effort to complete the work on time but is not responsible for delays due to weather or other circumstances beyond its control, in which event the CEC shall provide the Licensor with revised time estimates;

### The CEC will take all reasonable care to carry out the installation work without causing unnecessary damage to the Chargepoint Area. The CEC will make good any damage caused by its negligence or the negligence of its contactors. However, the Licensor accepts that the installation of the Chargepoint Equipment and related work may cause minor cosmetic damage to the Chargepoint Area;

### The CEC will be connecting the Chargepoint to the Licensor’s existing electrical system and the CEC will not be liable for any faults that subsequently develop in the system, or the cost of repair, unless the CEC has been negligent in causing such damage or in failing to realise that such damage may occur.

## The CEC shall undertake the work (if any) itemised in Schedule 1 Part B in accordance with the timetable referred to in Schedule 1 Part C

## The Licensor shall ensure that appropriate security and safety, as far as is practicable, is maintained in respect of the Chargepoint as installed.

# term and transfer of ownership of the CHARGEPOINT

## Within three months after the expiry of this license, the CEC shall transfer ownership of the Chargepoint to the Licensor in the state it is then in and following such transfer the CEC shall have no further responsibility or obligations in respect of the Chargepoint and this Agreement shall terminate.

## The Licensor may terminate this Agreement on a specified date in any year by giving the CEC not less than two months’ notice in writing of such termination except that this Agreement may not be terminated prior to 31/03/2025. On termination, the Licensor would then remove the Chargepoint and make good the Chargepoint area.

## If the Licensor deems that the CEC is not acting as per the terms of this Agreement, the Licensor may serve notice in writing on the CEC to terminate this Agreement with immediate effect. The CEC will immediately remove the Chargepoint Equipment at the CEC's cost and repair any damage to the Chargepoint area caused by operating or maintaining the Equipment or during its removal to the satisfaction of the Licensor.

## The Licensor has a right to buy the equipment if a satisfactory Purchase Price can be agreed with the CEC. The Licensor shall serve an Intention to Buy Notice indicating its intention to acquire the Equipment at the agreed Purchase Price. This Intention to Buy notice may not be served within the first 3 years of this Agreement.

# sale of electricity

### The CEC shall pay the Licensor for all the electricity consumed by the Chargepoint at an initial Price of Yp per kWh and plus VAT at 20% commercial rate. The Licensor reserves the right to increase the Tariff if their purchase price of electricity increases.

## The CEC shall have the right to set the Tariff paid by the Users of the Chargepoints.

## The CEC shall collect charging income from Users of the Chargepoint and pay the Rent plus VAT to the Licensor.

## The Licensor shall invoice the CEC quarterly for the Rent due in that period, on production of a statement, and the CEC shall pay for such Rent within eight weeks of being invoiced for it. An example of tariff income and rent breakdown is at Schedule 1 Part D).

# insurance

## The CEC undertakes with the Licensor to insure the Chargepoint against loss or damage for not less than the replacement value from time to time for the usual insured risks found in a comprehensive insurance policy without excess;

# maintenance of the CHARGEPOINT and the CHARGEPOINT AREA

## **The Chargepoint Area**

## The Licensor will maintain the electricity supply to the Chargepoint Area. Except on the terms of this Agreement the Licensor will not do anything without the consent of the CEC (not to be unreasonably withheld) which requires the Chargepoint to be disconnected from the electricity supply.

## The Licensor has an unfettered right to deal with its Buildings and land.

## **The Chargepoint**

## Any repairs or other works to be made to the Chargepoint are the sole responsibility of the CEC. The Licensor consents to the CEC having non-exclusive access at reasonable times agreed with the Licensor for inspection, maintenance, removal, repairs, upgrading, changing meters and other works to the chargepoint, and in emergency with implications for safety for it or its contractors to have immediate access. The CEC shall exercise this right so as to cause as little inconvenience to the Licensor as may be reasonably practicable following recognised Health and Safety practices.

## The CEC will undertake any maintenance required provided that the Licensor contacts the CEC promptly and it is economically viable for the CEC to carry out the relevant remedial work. Where remedial work is required as a result of any act committed by the Licensor or as a result of an insured risk the Licensor must arrange and pay for the relevant remedial work to be carried out as soon as reasonably possible either by the CEC at its standard rates or by an alternative reputable and suitably accredited engineer approved by the CEC acting reasonably.

# successors to the Licensor

## If the status of the Licensor changes, the Licensor shall use reasonable endeavours to procure that this Agreement is taken over by the successor in status to the Licensor and that such successor agrees to be bound in all respects with all the provisions of this Agreement (including this clause in the case of any further successor) as if it was the Licensor.

# confirmation of authority

## The Licensor confirms that all necessary consents have been obtained for the CEC to enter into this Agreement (including from any insurer of the Chargepoint Area and any landowner of them) and that the signatory on behalf of the Licensor is authorised to sign this Agreement on the Licensor’s behalf and to bind the Licensor.

# GENERAL PROVISIONS

## No party shall be liable for any failure to meet any obligation under this Agreement for reasons beyond their reasonable control such as fire, accidents, war, adverse weather conditions, shortage of supply of labour or materials or industrial disputes.

## No amendment or variation of this Agreement shall be valid or of any effect unless it is agreed in writing and signed by duly authorised representatives of both parties.

## This Agreement does not constitute a partnership and neither party has authority to bind the other in any way.

## The parties shall promptly provide each other with any information relating to this Agreement and its operation which is reasonably requested and is within their knowledge or is reasonably obtainable.

## If the parties are unable to resolve any dispute between them then, except in case of emergency, they shall first seek to resolve the dispute by mediation before recourse to litigation.

# NOTICES

## Any notice given under this Agreement shall be sent in writing, signed by or on behalf of the party giving it, and shall be served by delivering it by hand or sending it by pre-paid post to the party due to receive it, at its address set out in this Agreement or to such other address as are last notified in writing to the party. If practicable any such notice shall also be sent by email.

## Any notice given pursuant to this clause shall be deemed to have been received, if delivered by hand, at the time of actual delivery, and if sent by post two Business Days after the date of posting

## If deemed receipt under this clause occurs before 9:00 am on a Business Day, the notice shall be deemed to have been received at 9:00 am on that day. If deemed receipt occurs after 5:00 pm on a Business Day or on any day which is not a Business Day, the notice shall be deemed to have been received at 9:00 am on the next Business Day.

## In this clause “Business Day” means any day except a Saturday or Sunday or public holiday.

**SIGNED ON BEHALF OF THE PARTIES AS A BINDING AGREEMENT** on the date set out at the beginning of this Agreement:

Signed on behalf of

The Tenant COMMUNITY ENERGY COMPANY

………………………………………………….

Director

Signed on behalf of

The Landlord LICENSOR

………………………………………………………..

Director

## **SCHEDULE 1**

## **installation and operation**

## **Part A**

## **installation – special terms**

None specified

**Part B**

**INSTALLATION WORKS**

**Chargepoint 1**For example:

Trenching 15 metres, type A mini RCD board, cable appropriate. Concrete pad for EV point. 1 x single PodPoint EV chargepoint supplied. Data will be run in trench, will need a hard wired data point to building if required .

**Part C**

## **time and other constraints relating to installation**

**Chargepoint 1**

At the The Landlord car park would take 2 days to install, but over a 4 day time frame due to the concrete setting.

**Part D**

## **EXAMPLE OF TARIFF INCOME AND RENT BREAKDOWN**

For a typical 1 hr of charging with an example 30p Tariff (inc VAT) and Price of 13p (ex VAT)

Income

Tariff is £0.30/1.2 = £0.25

Charger delivers 7KW in 1 hour

Income per hour is £1.75

Costs

Operator fee is £0.01/KWh

Electricity Price is £0.13/KWh

Net income is £0.11 / KWh (£0.25-0.01-0.13)

Net income per hour is £0.11\*7 = £0.77

Rent is 50% of net income so £0.055 per KWh

Rent per hour is £0.055\*7 = £0.385

N.B. Chargepoint warranty and MIS software costs are included in the purchase price for the first 3 years of operation. From year 4 onwards the CEC will pay these costs on an annual basis and they will be deducted from net income before Rent. The method of calculating this deduction shall be devised once there is 3 years of charging experience and the anticipated volume of charging events per annum is able to be predicted.

**Part D**

## **PlAN OF LOCATION OF THE CHARGEPOINT**

**List of attachments**

1. Specification relating to the ChargePoint to be installed at the Chargepoint Area.

Please see attached Pod Point Single-Charger-Datasheet