

Our Ref.  
Your Ref.  
Contact  
Email  
Direct Dial  
Direct Fax

2016

XXXXXXXXXXXX

Aberdeen AB

www.

Dear XXXX,

**APPLICANT:** XXXXXXXXXXXXXXX

**ADDRESS:** XXXXXXXXXXXXXXX

**APPLICATION FOR:** XXXXXXXXXXXXXXX

In terms of delegated powers remitted to me by XXXXXXXXXX I wish to advise you that the request submitted in respect of the temporary access to, and to the temporary XXXXXXXXXX works upon, the site XXXXXXXXXX, is approved for the interests of XXXXXXXXXX, as owner, subject to the following:-

**(a) Proposal/Works/Alteration**

The XXXXXXXXXX grants XXXXXXXXXXXXXXX a Licence to take temporary access to, and to the temporary XXXXXXXXXX works upon, the ground owned by XXXXXXXXXXXXXXX known as XXXXXXXXXX, as identified on the attached plan, in connection with the proposed development known as XXXXXXXXXXXXXXX ("the works").

For the avoidance of doubt, this consent does not imply that rights of access across any other land in the ownership of XXXXXXXXXXXXXXX, or buildings occupied by XXXXXXXXXX, are granted or to be inferred.

(i) Date of Entry: - XXXXXX 2015

(ii) Date of Completion: - XXXXXXX 2015

Or such other dates, as may be agreed, during normal working hours, on days previously agreed. In all instances, at least 2 days' notice should be given, where possible, to XXXXXXXXXXXXXXX (Tel: XXXXXXX, e-mail: @).

**(b) Conditions of Approval**

1. The works on the site shall comply in all respects with Building Warrant regulations, where applicable.

2. The works on the site shall comply in all respect with Planning Permissions, where applicable, and all other approvals, licences and statutory consents, including a Certificate of Lawful Use/Development (CLUD), which, should be obtained, if required, by xxxxxxxxxxxx and its contractors/sub-contractors.
3. The taking of access and execution of the works on the site shall be carried out in accordance with current Health and Safety legislation and industry best practice.
4. The works on the site shall incorporate appropriate measures for containment for refuse/litter/debris/waste, etc. during the execution of the works.
5. The taking of access, and the subsequent works, shall be carried out in such a manner so as not to cause a hazard to the public.
6. The works shall be carried out by xxxxxxxx and its contractors/sub-contractors, in such a manner by competent tradespersons/professionals.
7. xxxxxxxxxxxx and its contractors/sub-contractors shall indemnify and keep xxxxxxxx indemnified against all liability, actions, costs, claims, losses, demands and damages whatsoever and howsoever arising from the negligence or wilful acts of xxxxxxxxxxxx and its contractors or those for whom xxxxxxxxxxxx are responsible in law, as a result of the taking of access and carrying out of the works or otherwise arising out of any failure to comply with the terms of this Licence.
8. xxxxxxxxxxxx, as owner, shall be kept free of all cost incurred in respect of the works.
9. All temporary works (i.e. portacabins, accesses, fencing/hoarding etc.), if applicable, shall be situated and removed in accordance with all appropriate safety/planning regulations.
10. Xxxxxxxxxxxxxx and its contractors shall take access and carry out the works with the least inconvenience, disturbance or disruption reasonably practicable to xxxxxxxx, and to the owners or occupiers of adjoining or neighbouring property (whose rights must not be infringed by) and shall make good at xxxxxxxxxxxx's own expense, to the reasonable satisfaction of xxxxxxxx, all damage arising out of or incidental to the taking of access and carrying out the works, including any damage to such adjoining or neighbouring property.
11. Over and above the works detailed within this Licence, xxxxxxxxxxxx and its contractors/sub-contractors shall hold third party liability insurance for not less than £10 million in respect of any individual claim, and, if requested, shall provide xxxxxxxxxxxx with proof of insurance prior to the date of works.
12. Xxxxxxxxxxxxxxxxxxxxxx and its contractors/sub-contractors shall provide a Risk Assessment and Method Statement to xxxxxxxxxxxx, prior to the commencement of works.

13. Photographs of the ground will be taken prior to xxxxxxxxxxxxxx taking entry to the site and xxxxxxxxxxxxxx will return the ground to the Council in the same or other agreed condition.
14. xxxxxxxxxxxxxx reserves the right to terminate the Licence at any time, whereby notice of at least 48 hours will be given.
15. The works are carried out on the site in such a manner that they are compliant with a current insurance policy held by xxxxxxxxxxxxxx and its contractors.
16. Any excavations, including trial pits, boreholes, trenches etc. upon the site, must be protected at all times to ensure no unauthorised access and to prevent any danger to the public and should be appropriately reinstated as soon as possible. If any excavation is to be left open it must be appropriately secured.
17. xxxxxxxxxxxxxx and its contractors/sub-contractors shall create at their expense a temporary access in to xxxxxxxxxxxxxx and will reinstate to the xxxxxxxx's satisfaction on completion of the works upon the xxxxxxxx.
18. xxxxxxxxxxxxxx and its contractors/sub-contractors shall ensure that all appropriate measures are to be taken to ensure that at no time will the access in to xxxxxxxxxxxxxx from xxxxxxxxxxxxxx be left open and unattended, and where any resultant damage and/or costs are incurred by xxxxxxxxxxxxxx arising from the failure of xxxxxxxxxxxxxx and its contractors/sub-contractors to adhere to this, xxxxxxxxxxxxxx will reinstate the access and meet all such costs.
19. A consideration of £xxxx per annum is payable as compensation for the temporary use of xxxxxxxx's ground.

For the avoidance of doubt you are specifically advised that the approval hereby given is granted solely for xxxxxxxx's interest as owner and does not mean that planning permission, if appropriate, or any other permissions which may be necessary has or will be granted.

The Licence to Occupy and permission for the works, constituted by this letter, shall not become effective until I have received your agreement to the above terms and conditions by signing and returning a copy of this letter.

Should you require any further assistance please do not hesitate to contact the above-mentioned.

Yours faithfully

xxxxxxxxxxx

I hereby agree to the above terms of conditions for temporary access to, and to the temporary xxxxxxxxxxxxxx works upon, the ground owned by xxxxxxxx known as xxxxxxxxxxxxxx.

Name..... Signature .....

For / on behalf of:

Co. / Agent.....Date .....