

EXAMPLE DOCUMENT. All names, addresses and figures are fictional and for illustration only.

SCAFFOLD LICENCE

Deed of licence for scaffolding on and oversailing the Adjoining Property

In relation to

3 Sample Road, Sampleton, Essex XX1 1XX

and

1 Sample Road, Sampleton, Essex XX1 1XX

THIS DEED is made on [DATE OF SIGNING]

Between

- (1) Mr A Sample and Mrs B Sample of 3 Sample Road, Sampleton, Essex XX1 1XX (the Licensor), and
- (2) Sample Developments Limited whose registered office is at Sample House, 1 Sample Street, London XX2 2XX, company number 01234567 (the Licensee).

Background

- (A) The Licensor owns the freehold of the land and building known as 3 Sample Road, Sampleton, Essex XX1 1XX (the Adjoining Property).
- (B) The Licensee owns the freehold of the land and building known as 1 Sample Road, Sampleton, Essex XX1 1XX (the Property) and intends to carry out a loft conversion with a rear dormer and the renewal of the roof covering (the Works).
- (C) The Works cannot be carried out without erecting scaffolding on and over part of the Adjoining Property. The Licensor has agreed to permit this on the terms of this Deed and not otherwise.
- (D) Nothing in this Deed affects any right, duty or procedure under the Party Wall etc. Act 1996, which is dealt with separately.

1 Definitions

In this Deed the following words have the following meanings.

Adjoining Property	3 Sample Road, Sampleton, Essex XX1 1XX, including its airspace.
Property	1 Sample Road, Sampleton, Essex XX1 1XX.
Works	a loft conversion with a rear dormer and the renewal of the roof covering.

Scaffold	an independent tied scaffold of four lifts to the flank wall of the Property, with a protective fan at first lift level and debris netting throughout, the standards of which will stand on the side passage of the Adjoining Property to a depth of no more than 1.2 metres from the boundary and for a length of no more than 9 metres, all as shown on the Scaffold Drawing.
Scaffold Drawing	Sample Scaffolding Limited drawing SS/1234/01 Rev B dated 2 September 2026, annexed to this Deed at Annexure 1.
Contractor	Sample Scaffolding Limited of Unit 4, Sample Industrial Estate, Sampleton, Essex XX1 3XX, or such other contractor as the Licensor approves in writing.
Licence Period	ten weeks beginning on 5 October 2026, or such longer period as the Licensor agrees in writing under clause 5.4.
Licensor's Surveyor	Dennis Brett MCIOB FFPWS LCGI MPTS of Site Sage Chartered Building Consultancy, 107 Westbury Rise, Church Langley, Harlow, Essex CM17 9NT.
Licensee's Surveyor	C Example MRICS of C Example Consulting, 6 Example Crescent, Sampleton, Essex XX7 7XX.
Schedule of Condition	the photographic schedule of condition of the Adjoining Property dated 26 September 2026, agreed and signed by the surveyors and annexed at Annexure 3.
Working Hours	8.00 am to 5.30 pm Monday to Friday and 8.00 am to 1.00 pm on Saturdays, excluding bank and public holidays.

2 Interpretation

- 2.1 A covenant by the Licensee not to do something includes a covenant not to allow it to be done by anyone else and to use best endeavours to prevent it.
- 2.2 A reference to a statute includes any amendment, re enactment and any regulations made under it.
- 2.3 Where the Licensor or the Licensee is more than one person their obligations are joint and several.
- 2.4 The Licensee is responsible for the acts and omissions of the Contractor and of everyone who enters the Adjoining Property under this Deed as if they were its own.

3 Grant of licence

- 3.1 In consideration of the Licence Fee and the covenants in this Deed the Licensor permits the Licensee and the Contractor to enter the Adjoining Property to erect, use, inspect, maintain, alter and remove the Scaffold, in a good and workmanlike manner and strictly in accordance with the Scaffold Drawing, for the Licence Period only.
- 3.2 The permission is limited to the Scaffold and the Works. It does not permit any other structure, plant, storage, hoarding, crane oversail or access, and it does not permit any load to be placed on any part of the Adjoining Property or its structure.
- 3.3 The permission is personal to the Licensee and the Contractor. It cannot be assigned, shared or passed on.

- 3.4 This Deed creates a licence only. It does not give the Licensee exclusive possession of any part of the Adjoining Property and does not create a tenancy or any other interest in land.

4 Licensee's covenants

The Licensee covenants with the Licensor as follows.

Erection, use and removal

- 4.1 To erect, tie, inspect, maintain and dismantle the Scaffold in accordance with the Work at Height Regulations 2005, TG20 and SG4 as current, the manufacturer's instructions and the Scaffold Drawing, using competent operatives and best quality materials, with every standard on a sole board on firm ground.
- 4.2 Not to tie, fix or bear the Scaffold on any part of the Adjoining Property except as shown on the Scaffold Drawing, and to make good any tie holes on removal.
- 4.3 To have the Scaffold inspected by a competent person before first use, at least every seven days and after any high wind or other event likely to affect it, to keep the inspection reports and to produce them to the Licensor's Surveyor on request.
- 4.4 To provide a fan or crash deck and debris netting where shown on the Scaffold Drawing, and in any event wherever needed to prevent anything falling on to the Adjoining Property.
- 4.5 Not to overload the Scaffold and to load out only the materials needed for the immediate day's work.
- 4.6 To remove the Scaffold and all materials, plant and debris from the Adjoining Property within three working days of the earliest of: completion of the Works, the end of the Licence Period, or a notice from the Licensor under clause 9.

Security and protection

- 4.7 To fit the Scaffold with an alarm system, lighting, hazard tape and warning signs, to remove all ladders and other means of access up to a height of five metres at the end of each working day, and to take every reasonable precaution to prevent unauthorised entry to the Scaffold or to the Adjoining Property.
- 4.8 Not to let the Scaffold or the Works reduce the security of the Adjoining Property, and to make good any window, door, lock, alarm or other security item disturbed.
- 4.9 To protect the Licensor's drains, gullies, services, aerials, satellite dishes, plants and paving, and to meet the cost of relocating any aerial or dish, and of any loss of television or telephone reception caused by the Scaffold.

Working hours, nuisance and conduct

- 4.10 To use the Scaffold only during the Working Hours. No work is permitted on Sundays or bank and public holidays except in an emergency, and then only to the extent needed to make the Scaffold or the Works safe.
- 4.11 Not to cause unnecessary noise, dust, nuisance or disturbance to the Licensor or to the occupiers or visitors of the Adjoining Property, and to ensure that all operatives behave reasonably while on the Adjoining Property.
- 4.12 Not to display any advertisement or sign on the Scaffold except a notice required by law or by the local authority.
- 4.13 To proceed with the Works diligently so that the Scaffold is removed as soon as possible.

Consents and compliance

- 4.14 To obtain, and comply with, every consent needed for the Scaffold and the Works, including any licence under sections 169 to 173 of the Highways Act 1980, and to comply with the Construction (Design and Management) Regulations 2015 and every other statutory requirement.
- 4.15 To give the Licensor's Surveyor a copy of the Contractor's method statement, risk assessment and programme before erection, and a revised programme whenever the programme changes.

Damage, making good and cleaning

- 4.16 To notify the Licensor's Surveyor in writing of any damage to the Adjoining Property or its contents as soon as it is discovered, and to make good all damage caused by the Scaffold or the Works to the reasonable satisfaction of the Licensor's Surveyor within fourteen days of removal of the Scaffold, or sooner if the Licensor reasonably requires.
- 4.17 The Licensor may instead require payment in lieu of making good, in a sum agreed between the surveyors or, failing agreement, determined under clause 11. If the Licensee fails to make good when required the Licensor may employ others to do so and recover the cost from the Licensee on demand.
- 4.18 On removal of the Scaffold to clean all surfaces, glazing, frames, sills, ledges, gullies and paving of the Adjoining Property affected by the Scaffold or the Works. If the Licensee fails to do so the Licensor may employ others and recover the cost.

Access for inspection

- 4.19 To permit the Licensor and the Licensor's Surveyor to inspect the Scaffold and the Adjoining Property at any reasonable time while the Scaffold is in place to check that this Deed is being observed.

5 Licence Fee

- 5.1 The Licensee shall pay the Licensor a Licence Fee of £2,000 for the Licence Period, being £200 per week or part of a week, on the signing of this Deed.
- 5.2 If the Scaffold remains on the Adjoining Property after the end of the Licence Period the Licensee shall pay an additional fee of £400 per week or part of a week until the Scaffold has been completely removed, without prejudice to the Licensor's other rights.
- 5.3 If the Scaffold is completely removed before the end of the Licence Period the Licensor shall refund the weekly rate for each full week left, counted from the next working day after removal.
- 5.4 The Licensor may agree in writing to extend the Licence Period, on the same terms and at the same weekly rate, on a request made at least two weeks before it ends. The Licensor is not obliged to agree.
- 5.5 The Licensee shall pay the Licensor a deposit of £1,000 on the signing of this Deed, to be held by the Licensor as security for the Licensee's obligations and returned, less any sums properly deducted, within fourteen days of the Licensor's Surveyor confirming that the Scaffold has been removed and the Adjoining Property made good and cleaned.

6 Surveyors' fees

- 6.1 The Licensee shall pay, on the signing of this Deed, the Licensor's Surveyor's fees of £650 plus VAT for advising the Licensor, preparing the Schedule of Condition and negotiating and completing this Deed.



107 Westbury Rise, Church Langley, Essex CM17 9NT

Member of the Chartered Institute of Building

Fellow FPWS · Member, Pyramus & Thisbe Society

Licentiate of the City & Guilds Institute (LCGI)

- 6.2 If damage is caused, or any variation, extension or breach of this Deed gives rise to further surveying involvement, that involvement shall be charged at £180 per hour plus VAT, payable by the Licensee within fourteen days of invoice.
- 6.3 The Licensee shall also pay any reasonable legal costs incurred by the Licensor in connection with this Deed.

7 Insurance and indemnity

- 7.1 The Licensee shall keep in force, for the whole time the Scaffold is on the Adjoining Property, public liability insurance of not less than £5,000,000 for any one event, covering the liabilities in this Deed, and shall produce the policy and the current premium receipt to the Licensor's Surveyor before erection and on demand.
- 7.2 The Licensee shall indemnify the Licensor, and the lessees, occupiers and visitors of the Adjoining Property, against all loss, damage, injury, claims, costs and expenses arising from the Scaffold, the Works or the exercise of this Deed.
- 7.3 The Licensee shall pay on demand any additional premium payable on the buildings or contents insurance of the Adjoining Property because of the Scaffold.

8 Schedule of Condition

- 8.1 The parties agree that the Schedule of Condition records the condition of the Adjoining Property at the date of this Deed and shall be the basis for assessing any damage.
- 8.2 No material change to the Scaffold or the Works affecting the Adjoining Property shall be made without the prior written agreement of the Licensor's Surveyor.

9 Breach and termination

- 9.1 If the Licensee breaches this Deed the Licensor may give written notice requiring the breach to be remedied within five working days, or immediately where the breach concerns safety or security.
- 9.2 This Deed ends at once, without prejudice to the Licensee's accrued obligations, on the earliest of: the end of the Licence Period, removal of the Scaffold, a breach not remedied under clause 9.1, suspension of the Works for more than four weeks, or the Licensee or the Contractor becoming insolvent.
- 9.3 On termination the Licensee shall remove the Scaffold under clause 4.6 and shall remain bound by clauses 4.16 to 4.18, 5, 6 and 7.

10 Notices

- 10.1 A notice under this Deed must be in writing and delivered by hand, sent by recorded post to the address of the party given above, or sent by email to the party's surveyor, and is treated as received on delivery, two working days after posting, or on the next working day after emailing.

11 Disputes

- 11.1 Any dispute under or in connection with this Deed shall, at the request of either party, be referred to an independent chartered surveyor agreed between the parties or, failing agreement within ten working days, appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors, who shall act as an expert and whose decision, including on the costs of the reference, shall be final and binding.



107 Westbury Rise, Church Langley, Essex CM17 9NT

Member of the Chartered Institute of Building

Fellow FPWS · Member, Pyramus & Thisbe Society

Licentiate of the City & Guilds Institute (LCGI)

Page 5 of 6

12 General

- 12.1 Nothing in this Deed permits any interference with any right of light, air, support or way enjoyed by the Adjoining Property.
- 12.2 No person who is not a party to this Deed may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 12.3 This Deed is the whole agreement between the parties on its subject matter and may only be varied in writing signed by both parties.
- 12.4 This Deed is governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction.

This Deed has been executed as a deed and is delivered on the date first written above.

EXECUTED as a deed by Mr A Sample and Mrs B Sample

Signed

Name

In the presence of (witness)

Witness name and address

EXECUTED as a deed by Sample Developments Limited

Signed

Name and position

In the presence of (witness)

Witness name and address

Annexures

- 1 Scaffold Drawing
- 2 Contractor's method statement, risk assessment and programme
- 3 Schedule of Condition with photographs
- 4 Certificate of public liability insurance and premium receipt



107 Westbury Rise, Church Langley, Essex CM17 9NT

Member of the Chartered Institute of Building

Fellow FPWS · Member, Pyramus & Thisbe Society

Licentiate of the City & Guilds Institute (LCGI)