

**DATED**

**DEED OF COVENANT**

relating to **LEASE OF LAND AT**

between

and

and

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This deed is dated

**HM Land Registry**

**Landlord's title number:**

**Administrative area:**

**Tenant's title number:**

**Administrative area:**

**PARTIES**

(1) incorporated and registered in England and Wales with company number whose registered office is at  
  
**(Landlord).**

(2) incorporated and registered in England and Wales with company number whose registered office is at  
  
**(Management Company).**

(3) of  
  
and  
  
of  
  
**(Assignee).**

**BACKGROUND**

- (A) This deed is supplemental to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The Management Company remains a party to the Lease and undertakes obligations for the services repair maintenance insurance and management of the Building as set out in the Lease.
- (D) The residue of the term granted by the Lease is vested in the Tenant.
- (E) The Lease contains a covenant by the Tenant not to assign the Property without simultaneously obtaining a written covenant by the Assignee with the Landlord and the Management Company.

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

**Tenant:**

**Lease:** a lease of  
dated \_\_\_\_\_ and made between

, and all documents supplemental to that lease.

**Property:**

as (more particularly described in and) demised by the Lease.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.3 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.4 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause headings shall not affect the interpretation of this deed.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 Except where a contrary intention appears, references to clauses are to the clauses of this deed.

**2. ASSIGNEE'S COVENANT**

The Assignee covenants with the Landlord and the Management Company:

- (a) to pay the rents and observe and perform the tenant covenants and other tenant obligations contained in the Lease from completion of the assignment for the residue of the term of the Lease;
- (b) immediately following completion of the assignment, to notify in writing the Landlord and the Management Company of the name and address of the person to whom demands for rent should be sent;
- (c) within one month after completion of the assignment, to notify the Landlord and the Management Company of completion, send the Landlord and the Management Company a certified copy of the assignment and to pay the registration fees of the Landlord and the Management Company, each in the sum of £                      plus any VAT;
- (d) within one month after completion of the assignment to apply for registration of the assignment at HM Land Registry and ensure that any requisitions raised by HM Land Registry in connection with the application are dealt with promptly and properly;
- (e) to send the Landlord and the Management Company official copies of the Assignee's title within one month after the completion of the registration of the assignment; and
- (f) within one month after completion of any charge being put in place as part of the assignment, to notify the Landlord and the Management Company of completion of the charge, send the Landlord and the Management Company a certified copy of the charge and to pay the registration fees of the Landlord and the Management Company, each in the sum of £                      plus any VAT;

**3. MANAGEMENT COMPANY'S COVENANT**

The Management Company covenants with the Assignee to observe and perform the covenants of the Management Company contained in the Lease in the same manner and to the same extent as if they were repeated and set out in full in this deed with the substitution of the name of the Assignee for the name of the original tenant.

**4. JOINT AND SEVERAL LIABILITY**

Where the Assignee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Assignee arising under this deed. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of them.

**5. NOTICES**

Any notice given under or in connection with this deed shall be in writing and shall be delivered by hand, or sent by pre-paid first class post or other next working day

delivery service or by any other means permitted by the Lease. A correctly addressed notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at that address; or
- (b) if sent by pre-paid first class post or other next working day delivery service, on the second working day after posting.

**6. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

acting by

.....

Director

, a director, in the presence of:

.....

Witness Signature

.....

Witness Name

.....

Witness Address

.....

Witness Occupation

Signed as a deed by [NAME OF .....  
FIRST ASSIGNEE] in the presence of: Assignee

.....  
Witness Signature

.....  
Witness Name

.....  
Witness Address

.....  
Witness Occupation

Signed as a deed by [NAME OF .....  
SECOND ASSIGNEE] in the presence of: Assignee

.....  
Witness Signature

.....  
Witness Name

.....  
Witness Address

.....  
Witness Occupation