

Licence to assign new lease

premises at

(1)

(2)

(3)

Dated

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This licence is made the _____ day of _____

Between:

(1)

(The **Landlord**)

(2)

of/whose registered office is at

(the **Tenant**)

(3)

of/whose registered office is at

(the **Assignee**)

Background

- (A) This licence is supplemental to the Lease
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant wishes to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord for that assignment.
- (E) The Landlord has agreed to consent to the assignment in consideration of the covenants contained in this licence.

It is agreed as follows:

1 Definitions and interpretation

1.1 In this licence, unless the context otherwise requires, the following words have the following meanings:

1954 Act Landlord and Tenant Act 1954

1995 Act Landlord and Tenant (Covenants) Act 1995

Lease the lease of

dated _____ and made between

and

and all documents supplemental or collateral to that lease

- Premises** the property known as
- as more particularly described in and demised by the Lease
- VAT** value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax
- 1.2 In this licence, unless the context otherwise requires:
- 1.2.1 the expression **tenant's covenants** has the meaning given to it by the 1995 Act;
- 1.2.2 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;
- 1.2.3 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.4 any reference to the singular shall include the plural and vice versa;
- 1.2.5 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.6 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this licence;
- 1.2.7 where any party comprises two or more persons, any obligations of that party in, under or arising from this agreement is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.8 references to any party to this licence include its successors-in-title and permitted assignees;
- 1.2.9 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this agreement or the relevant paragraph of this agreement respectively;
- 1.2.10 any reference to **written** or **writing** includes faxes but not e-mail or other transitory forms;
- 1.2.11 references to **completion of the assignment** (and cognate expressions) are to the date on which the deed of assignment to the Assignee is dated and not to registration of that deed at HM Land Registry.
- 1.2.12 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

5 Costs

5.1 On completion of this licence the Tenant shall pay the costs and disbursements of the Landlord in the sum of £ _____ plus VAT.

6 Notices

6.1 Any notice required to be served on the Tenant or the Tenant's Guarantor following completion of the assignment shall be served in accordance with the notice provisions of the Lease.

6.2 A party shall not attempt to prevent or delay the service on it of a notice under this licence.

6.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or, where applicable, any arbitration or other method of dispute resolution.

7 Third Party Rights

A person who is not a party to this licence shall not have any rights under or in connection with it.

8 Agreements and declarations

It is agreed and declared by all parties that:

8.1 the re-entry provision in the Lease shall be exercisable as well on breach of any covenant contained in this licence as on the happening of any of the events mentioned in the Lease; and

8.2 the provisions of this licence (other than those contained in this clause) shall not have any effect until this licence has been dated.

In witness of which this licence has been executed and delivered as a deed on the date appearing on page 1.

Signed as a Deed by)
)
acting by a Director) Director
in the presence of;)

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by)
)
acting by a Director) Director
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

Executed as a deed by)
)

in the presence of:

Witness signature

Witness name

Witness address

Witness occupation