

## **Licence to assign new lease**

premises at

(1)

(2)

(3)

Dated

## Contents

### Clauses

1	Definitions and interpretation .....	1&2
2	Consent to assign .....	3
3	Tenant's covenants .....	3
4	Assignee's covenants .....	3
5	Costs .....	4
6	Notices .....	4
7	Third Party Rights .....	4
8	Agreements and declarations .....	4

**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.

## **2 Consent to assign**

2.1 In consideration of the covenants on the part of the Tenant and the Assignee contained in this licence, the Landlord consents to the assignment of the Lease to the Assignee upon the terms and conditions of this licence.

2.2 If the assignment authorised by this licence is not completed and duly registered with the Landlord pursuant to the covenant in that regard contained in the Lease within three months from and including the date of completion of the assignment then this licence (except clauses 3.1 and 3.2) shall become null and void.

2.3 This consent is restricted to the particular assignment and to the particular Assignee authorised by this licence and shall become null and void if the requirements of this licence have not been complied with before completion of the assignment.

2.4 The provisions contained in the Lease shall otherwise remain in full force and effect notwithstanding the grant of this consent and nothing contained in this licence shall release or in any way lessen the liability of any person to the Landlord under the covenants and conditions contained in the Lease or constitute a waiver of any outstanding breach of its terms.

2.5 This consent to assign does not obviate the need for the consent or licence of any person other than the Landlord that may be required.

## **3 Tenant's covenants**

3 The Tenant covenants with the Landlord:

3.1 not to allow the Assignee to occupy the whole or any part of the Premises until completion of the assignment;

3.2 to indemnify the Landlord against all costs and claims arising from any breach of the terms of this licence;

## **4 Assignee's covenants**

4 The Assignee covenants with the Landlord:

4.1 not to occupy of the whole or any part of the Premises until completion of the assignment;

4.2 immediately following completion of the assignment, to notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent;

4.3 within one month after completion of the assignment, to notify the Landlord of completion, send the Landlord a certified copy of the assignment and pay the Landlord's registration fee of £                      plus VAT.

4.4 to apply for registration of the assignment at HM Land Registry within one month following completion of the assignment and to ensure that any requisitions raised by HM Land Registry in connection with its application to register the assignment are dealt with promptly and properly; and

4.5 to send the Landlord official copies of its title within one month after registration has been completed.

**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 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 in the ) Director  
presence of; )

Witness signature;

Name;

Address:

Occupation:

**Signed as a Deed by** )  
) .....

acting by a director in the ) Director  
presence of; )

Witness signature;

Name;

Address:

Occupation:

**Executed as a Deed by** )  
)

in the presence of;

Witness signature;

Witness name;

Witness address;

Witness occupation;

**Executed as a Deed by** )  
)

in the presence of;

Witness signature;

Witness name;

Witness address;

Witness occupation;