

**THIS LICENCE TO ASSIGN** is of the term of **<<month>> <<year>>** and is made **BETWEEN:**

(1) **<<Landlord's Name>>** a company (**<<Landlord's Company>>**) under number **<<Landlord's Corporation Number>>** whose registered office is at **<<Landlord's Address>>** (hereinafter referred to as the 'Landlord')

(2) **<<Tenant's Name>>** a company (**<<Tenant's Company>>**) under number **<<Tenant's Corporation Number>>** whose registered office is at **<<Tenant's Address>>** (hereinafter referred to as the 'Tenant')

(3) **<<Assignee's Name>>** a company (**<<Assignee's Company>>**) under number **<<Assignee's Corporation Number>>** whose registered office is at **<<Assignee's Address>>** (hereinafter referred to as the 'Assignee')

(4) **<<Surety's Name>>** a company (**<<Surety's Company>>**) under number **<<Surety's Corporation Number>>** whose registered office is at **<<Surety's Address>>** (hereinafter referred to as the 'Surety')

**BACKGROUND**

- A. The landlord's interest under the Lease and the tenant's interest under the Lease
- B. The Lease provides that the tenant is not permitted to assign the Lease without the consent of the current landlord
- C. The Tenant now wishes to assign the Lease to the Assignee and has asked for the Landlord's consent.
- D. The Surety has agreed to guarantee the performance of the tenant covenants in the Lease.

**1. Definitions and Interpretation**

1.1 In this deed, except where the context otherwise requires, the following terms shall have the following meanings:

**'Assignee'** means the Assignee or any successors in whom the Lease is from time to time

**'Landlord'** means the Landlord or any successors for the time being entitled to the Lease or any person who is or may be liable as a guarantor upon the determination of the Lease

**'Lease'** means the Lease agreement in relation to the premises dated **<<date>>** and made between **<<landlord>>** and **<<tenant>>** (2);

**'Premises'** means the premises **<<premises>>**;

**'Tenant'** means the Tenant or any successors in whom the Lease is from time to time

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<<month>> <<year>> and is made between the 'Landlord')

Country of Incorporation of Tenant's Company whose registered office is at

Country of Incorporation of Assignee's Company whose registered office is at

Country of Incorporation of Surety's Company whose registered office is at

(now) is now vested in the Landlord in the Tenant.

is not permitted to assign the Lease without the

Assignee and has asked for the

performance of the tenant covenants

otherwise requires, the following terms

persons in whom the Lease is from time to

persons for the time being entitled to the Lease or any person who is or may be liable as a guarantor upon the determination of the

premises dated <<date>> and made between <<landlord>> and <<tenant>> (2);

premises>>;

persons in whom the Lease is from time to

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2. **Licence**

2.1 The Landlord consents to the assignment of the Lease to the Assignee on the terms of this licence

3. **Tenant's covenants**

3.1 [The Tenant covenants to observe and perform the covenants contained in the Lease as a primary obligation to observe

3.2 The Tenant will pay the costs incurred in and in connection with the grant of this consent

3.3 The Tenant will indemnify the Landlord against all costs and claims arising from any breach of the Lease

4. **Assignee's covenant**

4.1 The Assignee covenants to comply with the terms of the Lease from the date of the assignment to the Assignee

4.2 If the Lease and/or any instrument required by the Lease are or should be registered at the Land Registry under the Land Registration Act 2002 then the Assignee shall:

4.2.1 register the Lease at the Land Registry within one month of the date of assignment;

4.2.2 within 14 days of the date of assignment deliver to the Landlord office copies of the registered titles.

5. **[Surety's covenant**

5.1 In consideration of the covenants granted in clause 2 the Surety covenants to observe and perform the covenants with the Landlord during the term granted by the Lease and during any extension thereof or until released pursuant to clause 5.2:

5.1.1 the Assignee shall pay to the Landlord all sums due and all other sums and interest payable by the Assignee at the respective times and in the manner applicable to the Lease and will also duly perform and observe the covenants contained in the Lease; and

5.1.2 the Surety will indemnify the Landlord all losses costs and expenses suffered by the Landlord through the default of the Assignee in respect of the said matters

PROVIDED ALWAYS that the Surety shall be liable to the Landlord in bearing the Landlord in respect of the said matters and payments as and when required and shall take any steps to enforce the performance of the said covenants on the part of the Assignee at any time which may be given by the Landlord in any way lessen or affect the liability of the Surety

5.2 In the event of the termination of the Lease (or any statutory extension thereof) the liability of the Assignee (being a company) becoming bankrupt and his liquidator or administrator (or any person acting in place of the liquidator or administrator) in respect of the Lease is vested in the Assignee (being a company) becoming bankrupt and his liquidator or administrator (or any person acting in place of the liquidator or administrator) in respect of the Lease

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contained in the Lea  
period of three mon  
in writing so to do.]

the Surety covenants with the  
a lease of the Premises for a  
ng unexpired of the term granted  
lease to the Surety such lease to  
ants respectively and the like  
ding a proviso for re-entry) as are  
S that the Landlord within the  
serves upon the Surety a notice

6. **General**

6.1 It is hereby agreed

6.1.1 in this licence  
one person  
obligation by

6.1.2 the condition  
as well as o  
on the happ

6.1.3 the assignm  
date of this l

6.1.4 a person wh  
virtue of the  
terms of this

gation entered into by more than  
a joint and several covenant or  
ll have entered into the same;

in the Lease shall be exercisable  
ns of the Tenant in this licence as  
s mentioned in the said condition;

thin <<e.g. three months>> of the

ence has no right arising solely by  
(and Parties) Act 1999 to enforce any

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5. The Tenant shall upon being granted a variation licence consent to the execution of a deed of variation licence consent to the execution of a party and which is in effect and which is in effect acknowledging that the provisions of the Agreement extend to it by virtue of the Relevant Variation paragraph 8 shall

by the Landlord enter into any deed of variation licence consent to the execution of a party and which is in effect and which is in effect acknowledging that the provisions of the Agreement extend to it by virtue of the Relevant Variation paragraph 8 shall

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6. Nothing in this Authorised Guarantee shall operate so as to make the Tenant liable for anything in respect of the provisions of the Landlord's

shall operate so as to make the Tenant liable for anything in respect of the provisions of the Landlord's (Covenants) Act 1995.

7. To the extent that this Authorised Guarantee purports to impose on the Tenant any liability for any obligation which the Assignee is released from liability by the provisions of the Tenant (Covenants) Act 1995 the relevant provision of this Authorised Guarantee shall to that extent only be void but that shall not affect

ment purports to impose on the Tenant any liability for any obligation which the Assignee is released from liability by the provisions of the Tenant (Covenants) Act 1995 the relevant provision of this Authorised Guarantee shall to that extent only be void but that shall not affect

7.1 enforceability of the

extent; or

7.2 the enforceability of

is guarantee.

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8. The Tenant's covenant in respect of a Relevant Variation but the Tenant's liability under this

end to obligations arising under a Relevant Variation shall not discharge the Tenant's liability under this Agreement.

**THIS LICENCE** has been executed and dated

and on the day on which it has been dated

[Execution clauses for landlord:]

Executed as a deed by affixing the common seal of <<Landlord's Name>> in the presence of

<<affix seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution)**

Executed as a deed by <<Landlord's Name>> acting by [a director and its secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative company execution)**

E

Executed as a deed by  
<<Landlord's Name>>  
acting by a director in the  
presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**OR (execution clause where lan**

Signed as a deed by  
<<Landlord's Name>>  
in the presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

[Execution clauses for tenant:]

Executed as a deed by affixing  
the common seal of  
<<Tenant's Name>>  
in the presence of

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execut**

Executed as a deed by  
<<Tenant's Name>>  
acting by [a director and its  
secretary] [two directors]

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Signature:

Director

<<affix seal here>>

Signature:

Director

Signature:

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[Director][Secretary]

**OR (alternative company execut**

Executed as a deed by  
<<Tenant's Name>>  
acting by a director in the  
presence of

Signature:

Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

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**OR (execution clause where ten**

Signed as a deed by  
<<Tenant's Name>>  
in the presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

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[Execution clauses for assignee:]

Executed as a deed by affixing  
the common seal of  
<<Assignee's Name>>  
in the presence of

<<affix seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

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**OR (alternative company execut**

E

Executed as a deed by  
<<Assignee's Name>>  
acting by [a director and its  
secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative company execution)**

Executed as a deed by  
<<Assignee's Name>>  
acting by a director in the  
presence of

Signature:

Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**OR (execution clause where assignee is sole director)**

Signed as a deed by  
<<Assignee's Name>>  
in the presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

[Execution clauses for surety:]

Executed as a deed by affixing  
the common seal of  
<<Surety's Name>>  
in the presence of

seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

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**OR (alternative company execution clause)**

Executed as a deed by  
<<Surety's Name>>  
acting by [a director and its  
secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative company execution clause)**

Executed as a deed by  
<<Surety's Name>>  
acting by a director in the  
presence of

Signature:

Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**OR (execution clause where surety is a director)**

Signed as a deed by  
<<Surety's Name>>  
in the presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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