

THIS LICENCE TO UNDERLET
made **BETWEEN:**

(1) <<Landlord's Name>> a comp<<Landlord's Name>> under number <<Landlord's Company Number>> whose registered office is at <<Landlord's Address>> (hereinafter known as the 'Landlord')

(2) <<Tenant's Name>> a comp<<Tenant's Name>> under number <<Tenant's Company Number>> whose registered office is at <<Tenant's Address>> (hereinafter known as the 'Tenant')

(3) <<Undertenant's Name>> a comp<<Undertenant's Name>> under number <<Undertenant's Company Number>> whose registered office is at <<Undertenant's Address>> (hereinafter known as the 'Undertenant')

BACKGROUND

A. The landlord's interest under the Lease and the tenant's interest under the Lease are now vested in the Landlord and the Tenant.

B. The Tenant intends to grant the Lease to the Undertenant and, under the terms of the Lease, requires the Undertenant to grant the Lease to the Undertenant.

1. Definitions and Interpretation

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

'Landlord' includes the Landlord and any person who is entitled to the Lease and any person who is entitled to the Lease by virtue of the Lease.

'Lease' means the Lease made between the Landlord and the Tenant.

'Premises' means the Premises demised by Lease;

'Tenant' includes the Tenant and any person in whom the Lease is from time to time vested.

'Underlet Premises' means the Premises to be underlet>> being part of the Premises as defined in the Underlet Premises.

'Underlease' means the Underlease made between the Landlord and the Undertenant in the form of the draft Underlease attached to this licence;

'Undertenant' includes the Undertenant and any person in whom the Underlease is from time to time vested.

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of <<month>> <<year>> and is

Country of Incorporation of Landlord's <<Country of Incorporation of Landlord's>> Registration Number>> whose registered office is at <<Landlord's Address>> (hereinafter known as the 'Landlord')

Country of Incorporation of Tenant's <<Country of Incorporation of Tenant's>> Registration Number>> whose registered office is at <<Tenant's Address>> (hereinafter known as the 'Tenant')

Country of Incorporation of Undertenant's <<Country of Incorporation of Undertenant's>> Registration Number>> whose registered office is at <<Undertenant's Address>> (hereinafter known as the 'Undertenant')

is now vested in the Landlord and the Tenant.

to the Undertenant and, under the terms of the Lease, requires the Undertenant to grant the Lease to the Undertenant.

otherwise requires, the following terms shall have the following meanings:

persons for the time being entitled to the Lease and any person who is entitled to the Lease by virtue of the Lease.

remises dated <<date>> and made between the Landlord and <<tenant>> (2);

remises demised by Lease>>;

persons in whom the Lease is from time to time vested.

remises to be underlet>> being part of the Premises as defined in the Underlet Premises.

Underlet Premises to be entered into between the Landlord and the Undertenant (2) in the form of the draft Underlease attached to this licence;

persons in whom the Underlease is from time to time vested.

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2. Licence

2.1 In consideration of the licence, the Landlord grants to the Undertenant.

...ant and the Undertenant in this of the Underlease by the Tenant to

3. Tenant's covenants

3.1 The Tenant will pay the grant of this licence

...ncurred in and in connection with

3.2 The Tenant will indemnify from any breach of

...ainst all costs and claims arising

4. Undertenant's covenants

4.1 The Undertenant covenants to observe and perform the tenant's covenants

...rd to observe and perform the

5. General

5.1 It is hereby agreed

5.1.1 in this licence one person obligation by

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

5.1.2 the condition as well as on the happening

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

5.1.3 the grant of months>> of

...take place within <<e.g. three

5.1.4 a person who virtue of the any terms of

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

THIS LICENCE has been executed dated

...d on the day on which it has been

[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

...ure:

Director

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secretary] [two directors]

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where landlord)

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where tenant is sole director)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for Undertenant]

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

<<affix seal here>>

Director

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Director/Secretary

OR (alternative company execution clause)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where undertenant is a natural person)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____
