

**DATED**

**2018**

**STRADBROKE PARISH COUNCIL (1)**

**AND**

**STRADBROKE CHARITABLE TRUST (FORMERLY STRADBROKE HEALTH TRUST) (2)**

**AND**

**THE STRADBROKE TRUST (3)**

**LICENCE TO ASSIGN—NEW TENANCY**

**RELATING TO**

**LAND ADJACENT TO WILBY ROAD, STRADBROKE, SUFFOLK**

**Ashtons**  
LEGAL

**Fairstead House  
7 Bury Road  
Thetford  
Norfolk  
IP24 3PL  
BRB/273388-0001**

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**DATE:**

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**PARTIES:**

- (1) **STRADBROKE PARISH COUNCIL** of Mill Hill House, Church Lane, Wickham Skeith, Suffolk IP23 8NA (the '**Landlord**')
- (2) **STRADBROKE CHARITABLE TRUST** of Hayfield House, Haxfield Road, Stradbroke, Eye, Suffolk IP21 5HX (registered charity number 1050891) formerly known as Stradbroke Health Trust (the '**Tenant**')
- (3) **THE STRADBROKE TRUST** of Hayfield House, Haxfield Road, Stradbroke, Eye, Suffolk IP21 5HX (a charitable incorporated organisation registered with the Charity Commission under number (1165750) (the '**Assignee**')

**1. DEFINITIONS**

**Assignment:** the assignment permitted by this licence;

**HM Land Registry Plan:** the plan annexed to this licence and signed and dated by the Landlord, the Tenant and the Assignee;

**Lease:** the lease of the Property dated 8 November 1996 and made between **STRADBROKE PARISH COUNCIL** and **STRADBROKE HEALTH TRUST** and including any documents supplemental to the Lease;

**Property:** the Land situated adjacent to Wilby Road, Stradbroke as more particularly described in and demised by the Lease;

**Tenant Covenants:** has the meaning given to the term tenant covenants in the 1995 Act;

**1995 Act:** the Landlord and Tenant (Covenants) Act 1995.

**2. INTERPRETATION**

- 2.1 This licence is supplemental to the Lease.
- 2.2 Any covenant by more than one person is joint and several.
- 2.3 Any terms that are defined in the Lease have the same meaning when used this licence.
- 2.4 References to the Landlord are to the person from time to time entitled to the immediate reversion to the Lease.
- 2.5 Unless otherwise stated, a reference to any statute or statutory instrument is a reference to it as it is in force from time to time and includes any subordinate legislation made from time to time under that provision and any legislation amending, consolidating or replacing it.

### **3. CONSENT TO ASSIGNMENT**

- 3.1 The Landlord consents on the terms set out in this licence to the assignment by the Tenant to the Assignee of the Property for the residue of the term of the Lease.
- 3.2 For the avoidance of doubt Clause 4(1) of the Lease is not personal to the Tenant. It shall continue for the benefit of the Assignee and is not varied by this licence.

### **4. ASSIGNEE'S COVENANT**

The Assignee covenants with the Landlord:

- 4.1 (to the extent permitted under the 1995 Act) on and from completion of the Assignment to perform and observe the Tenant Covenants and other conditions of the Lease;
- 4.2 to indemnify the Landlord against any liability arising from a breach of its covenant contained in clause 4.1;
- 4.3 to notify the Landlord as soon as the Assignment has completed and to provide the Landlord with the name and address of the person to whom future rent demands should be sent;

### **5. TENANT'S COVENANTS**

The Tenant covenants with the Landlord to pay on the grant of this licence the proper and reasonable costs and disbursements (plus any Value Added Tax) incurred by the Landlord's solicitors, surveyors and other professional advisers in connection with the Tenant's application for consent and the preparation, execution and completion of this licence;

### **6. REGISTRATION OF THE ASSIGNMENT**

6.1 The Assignee covenants with the Landlord to:

- 6.1.1 apply to HM Land Registry within 28 days after completion for registration of the Assignment;
- 6.1.2 deal promptly with any requisitions raised by HM Land Registry; and
- 6.1.3 give the Landlord official copy entries of its title within one month of the registration of the Assignment having been completed.

6.2 The Assignee covenants with the Landlord to register the Assignment with the Landlord's solicitors within one month of completion of the Assignment along with certified copies of all relevant documents and a registration fee of £50.

6.3 The Tenant covenants with the Landlord to ensure that the Assignee complies with its covenant in clauses 6.1 and 6.2.

6.4 The Landlord, Tenant, and Assignee acknowledge that the plan annexed to the Lease does not meet HM Land Registry requirements and agree that the HM Land Registry Plan will be used for any application made by the Assignee in accordance with its covenant in clause 6.1. To that end each of the parties to this licence:

6.4.1 have each signed and dated the HM Land Registry Plan with the intention that it is incorporated into the Lease as an additional plan;

6.4.2 confirm that the HM Land Registry Plan has been introduced as an additional plan solely to ensure compliance with HM Land Registry requirements in respect of plans showing the location and extent of the Property demised by the Lease;

6.4.3 confirm that the HM Land Registry Plan accurately shows and does not vary the Property demised by the Lease; and

6.4.4 confirm that the HM Land Registry Plan does not vary the Lease and that all landlord and tenant covenants of the tenancy and other conditions of the Lease remain in full force and effect.

## **7 RESTRICTION ON CONSENT**

The Landlord's consent is restricted to the Assignment and does not authorise any other dealing with the Lease or any variation of the terms of the Lease.

## **8 COMPLETION OF THE ASSIGNMENT**

8.1 If the Assignment is not completed within three months after the date of this licence then unless the Landlord (in its absolute discretion) extends that period the consent given by this licence will become void.

8.2 If the Assignment has not been registered at HM Land Registry within three months after completion then this licence will be voidable at the discretion of the Landlord but without any liability on the part of the Landlord to refund any monies paid to the Landlord in respect of this licence.

## **9 NOTICES**

Section 196 of the Law of Property Act 1925 applies to all notices served under this licence but its provisions are extended so that any notice or demand in connection with this licence may be sent by first class post and if sent from within the UK properly stamped and correctly addressed will be conclusively treated as having been delivered two working days after posting.

## **10 THIRD PARTIES**

Unless expressly stated nothing in this licence confers rights on any person under the Contracts (Rights of Third Parties) Act 1999.

## **11 GOVERNING LAW AND JURISDICTION**

11.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including on-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

## **12 LIMITATION ON TRUSTEES' LIABILITY**

12.1 The liability of the persons signing this licence in their capacities as trustees of each charity is limited in amount to the realisable value of the assets of either the Stradbroke Charitable Trust or the Stradbroke Trust (as appropriate) and nothing contained in this licence entitles the Landlord to any right or remedy against the personal estate, property, effects or assets of the individual trustees signing this licence.

This licence has today been duly executed and delivered as a deed

Signed as a deed by **STRADBROKE PARISH COUNCIL** )

\_\_\_\_\_

acting by two authorised signatories: )

[Authorised Signatory]

[ ] )

JAMES  
HARGRAVE ]

)

\_\_\_\_\_

[ ] )

[Authorised Signatory]

)

DAVID TUNN ]

SIGNED as a DEED by **PETER DONALD SMITH** as trustee for )  
**STRADBROKE CHARITABLE TRUST** in the presence of: )

\_\_\_\_\_

Witness signature: ) \_\_\_\_\_

Name: ) \_\_\_\_\_

Address: ) \_\_\_\_\_

) \_\_\_\_\_

Occupation: ) \_\_\_\_\_

SIGNED as a DEED by **ROGER TURKINGTON** as trustee for )  
**STRADBROKE CHARITABLE TRUST** in the presence of: )

\_\_\_\_\_

Witness signature: ) \_\_\_\_\_

Name: ) \_\_\_\_\_

Address: ) \_\_\_\_\_

) \_\_\_\_\_

Occupation: ) \_\_\_\_\_

Signed as a DEED by **THE STRADBROKE TRUST** )

\_\_\_\_\_

(a charitable incorporated organisation) acting by )

[ ] and [ ], two of its trustees)

\_\_\_\_\_

\_\_\_\_\_