

Dated

2019

Deed Of Assignment

Of Leasehold Property Known As

Tennis Courts, Alice Park, Lambridge, Bath

between

[]

(Assignor)

and

Bath and North East Somerset Council

(Assignee)

Contents

Clause

1	Interpretation	3
2	Assignment	4
3	Title guarantee	4
4	Indemnity	4
5	VAT	4
6	Entire agreement.....	4
7	Third party rights	4
8	Governing law.....	5
9	Jurisdiction	5

DRAFT

This deed is dated

2019.

Parties

- (1) [NOMINEE DETAILS] (**Assignor**).
- (2) **Bath and North East Somerset Council** [incorporated and registered in England and Wales with company number] [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Assignee**).

Background

- (A) The residue of the term granted by the Lease remains vested in the Assignor.
- (B) Under the terms of the Lease, the consent of the landlord is not required for the assignment.

Agreed terms

1 Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Lease: a lease of Tennis Courts, Alice Park, Lambridge, Bath dated [DATE] and made between (1) The Official Custodian for Charities and (2) [NOMINEE].

Lease Obligations: the tenant covenants and all terms and conditions contained or referred to in the Lease.

LTA 1954: Landlord and Tenant Act 1954.

Property: Tennis Courts, Alice Park, Lambridge, Bath as more particularly described in and demised by the Lease.

Rent: the rent reserved by the Lease.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this deed.
- 1.3 A reference to the Lease includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 A reference to the Property is to the whole and any part of it.
- 1.5 The expression tenant covenants has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 References to clauses and Schedules are to the clauses and Schedules to this deed.

2 Assignment

2.1 The Assignor assigns the Property to the Assignee for the unexpired residue of the term granted by the Lease subject to the payment of the Rent and the Lease Obligations.

2.2 The Property is assigned free from encumbrances.

3 Title guarantee

3.1 The Property is assigned with full title guarantee.

4 Indemnity

4.1 In consideration of the covenants given by the Assignee in this deed, the Assignee covenants with the Assignor that the Assignee shall from the date of this deed for the residue of the term of the Lease:

4.1.1 pay the Rent and any VAT payable on it and observe and perform the Lease Obligations; and

4.1.2 keep the Assignor indemnified against all liabilities, expenses, costs (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses suffered or incurred by the Assignor arising out of or in connection with any failure to do so.

5 VAT

5.1 All sums payable under or pursuant to this deed are exclusive of any VAT that may be chargeable.

5.2 If any VAT is chargeable in respect of such sums, the party paying those sums shall pay an amount equal to that VAT, in addition to such sums except to the extent that the party receiving the payment obtains credit for such VAT under the Value Added Tax Act 1994.

6 Entire agreement

6.1 This deed constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

6.2 The Assignee acknowledges that in entering into this deed, the Assignee does not rely on any representation or warranty (whether made innocently or negligently) other than those set out in this deed.

6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7 Third party rights

7.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

8 Governing law

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

9 Jurisdiction

9.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been entered into on the date stated at the beginning of it.

Executed as deed by [NAME OF Assignee], in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Executed as deed by affixing the common seal of Bath and North East Somerset Council in the presence of:

.....

Authorised Signatory