

## **LICENCE TO SUBLET**

THIS LICENCE is made the *(day)* of *(date)*

BETWEEN:

*(Landlord's name)* of *(landlord's address)* ("Landlord");

*(Tenant's name)* of *(tenant's address)* ("Tenant"); and

*(Sub-tenant's name)* of *(sub-tenant's address)* ("Sub-Tenant").

### **BACKGROUND**

- A. This Licence is supplemental and collateral to the Lease.
- B. The Landlord is entitled to the immediate reversion of the Lease.
- C. The residue of the Term is vested in the Tenant.
- D. The Tenant wishes to sublet the Lease to the Sub-Tenant and, under the terms of the Lease, requires the consent of the Landlord to do so.

### **AGREED TERMS**

#### **1. Interpretation**

In this Licence, the following terms shall have the following meanings:

Lease	the lease of the Premises dated <i>(date)</i> and made between the Landlord and the Tenant.
Premises	the property known as <i>(address of the property)</i> .
Sub-Lease	an underlease of the Premises dated <i>(date)</i> and made between the Tenant and the Sub-Tenant.
Term	the term created by the Lease including (if applicable) any holding over or statutory continuation thereof.

#### **2. Licence**

In consideration of the covenants on the part of the Sub-Tenant, the Landlord grants to the Tenant licence to underlet the Premises to the Sub-Tenant comprised in and let by the Lease for the residue of the Term granted by it, less the last *(number)* days.

#### **3. Sub-Tenant's covenants**

- 3.1 The Sub-Tenant covenants with the Landlord that he will from the date of the under-letting perform and observe all the Tenant's covenants and other obligations in the Lease and the Sub-Lease.
- 3.2 The Sub-Tenant covenants with the Landlord that he will not assign, underlet or part with possession of the Premises or any part of it without first obtaining the Landlord's written consent.

#### 4. **Third party rights**

Unless the right of enforcement is expressly provided for in this Licence, a person who is not a party to this Licence shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

This Licence has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

*(signature of Landlord)*

In the presence of a witness:

*(signature, name and address of witness)*

*(signature of Tenant)*


In the presence of a witness:

*(signature, name and address of witness)*

*(signature of Sub-Tenant)*

In the presence of a witness:

*(signature, name and address of witness)*

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