

Appendix B

Criteria for the approval of assignees

- 1 The accommodation is provided specifically for persons of pensionable age, and the Lessee and any other persons wishing to take up residence must be 55 years or over
- 2 Lessees are expected to be capable of living an independent life, and in particular to manage their own housekeeping even if some help and support is necessary. If more help is required, the Landlord's staff will endeavour to enlist the support of relatives, friends or statutory and voluntary services. Personal or nursing care is not provided, although assistance may be offered in an emergency
- 3 The Landlord (when a registered social Landlord) is as a general rule prohibited by statute from making any payment or granting any benefit to a member of its Board, or an employee, or a close relative of a member of its Board or of an employee, or to a person who has within the preceding twelve months been a member of its Board, or an employee, or to a close relative of such a person

APPENDIX VI

Deed of Covenant

DATE:

THE LANDLORD:

THE LESSEE:

THE ASSIGNEE:

THE DWELLING:

THE LEASE - DATE:

PARTIES:

THE ORIGINAL LESSEE:

TERM: years from the

THIS DEED OF COVENANT has been entered into BETWEEN (1) the Landlord (2) the Lessee and (3) the Assignee

1 Meaning of Use of Words and Expressions

1.1 Words and phrases which are given a meaning at the beginning of this Deed of Covenant will always have the same meaning in this Deed

1.2 Words and phrases which are used or given a meaning in the Lease will always have the same meaning in this Deed of Covenant

1.3 Where the assignee is two or more people the covenants are given by them together and by each of them separately

1.4 The word "Assignee" includes in the case of an individual their personal representatives, but does not mean any other successor in title

2.1 The Landlord consents to the assignment of the Lease by the Lessee to the Assignee

2.2 The consent given in clause 2.1 will not be effective unless on or before the assignment of the Lease to the Assignee the Landlord has received all payments of service charge and other amounts due under the lease up to that time

- 2.3 The Assignee hereby covenants with the Landlord that if the Landlord has not received from the Lessee all payments due under the Lease up to that time the Assignee will immediately make payment to the Landlord of all such amounts as remain unpaid

- 3 The consent given by this Deed is limited to the assignment to the Assignee, and does not allow the assignment of the Lease to anybody else

- 4 The condition for re-entry contained in the Lease can be exercised if the Assignee breaks his Covenant in this lease and can still be exercised on the happening of any of the events mentioned in the Lease.

