

**BY THIS DEED OF ASSIGNMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BETWEEN:**

1. \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (“the assignor”)

2. \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (“the assignee”)

Contact Phone Number: \_\_\_\_\_ (“the assignee”)

Email Address: \_\_\_\_\_ (“the assignee”)

AND

3. **NORTHERN MIDLANDS COUNCIL** of PO Box 156, Longford, Tasmania, 7301 (“the Landlord”)

**RECITALS:**

- A. By a licence to occupy land dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ a copy of which is annexed to this deed (“the Licence”) between the Landowner of the first part and the Assignor of the other part of the Landowner granted a licence to the assignor over the Premises at \_\_\_\_\_ property number \_\_\_\_\_ and described in the Licence (“the premises”) for a period of twelve months from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ (“the term”) subject to the payment of the rent and the agreements, conditions and provisos set out in the Licence.
- B. The Assignor has agreed to sell to the Assignee all the Assignors fixtures and improvements on the Premises including the shack thereon.
- C. The Assignee has requested the Assignor to assign the Assignee all the Assignor’s interest in and the remainder of the term which the Assignor has agreed to do.
- D. The Landowner has agreed to join in this Assignment to signify the Landowner’s consent to the assignment of the remainder of the term including all the Assignor’s obligations, covenants, conditions, rights, benefits, and options contained in the Licence and that there is not at the date of the Landowner’s signing of this Assignment any standing breach or failure on the part of the Assignor to perform the Assignor’s obligations under the Licence.

**THIS DEED WITNESSES:**

1. Pursuant to the recited agreements and in consideration of the following covenants by the Assignee, and in consideration of the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) (excluding GST) paid by the Assignee to the Assignor (the receipt of

which the Assignor acknowledges) the Assignor assigns to the Assignee the Premises to hold the Premises to the Assignee as and from the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ (“the commencement date”) for the remainder of the term subject to the payment of rent reserved and the agreements, conditions and provisos contained I the Lease and on the part of the Assignor to be observed and performed.

2. The Assignee covenants with the Assignor, and as a separate covenant with the Landowner, that the Assignee will from the commencement date:
  - (a) At all times duly pay for all fees becoming due under the Licence;
  - (b) Observe and perform all agreements, conditions, provisos contained in the Licence and on the part of the Assignor to be observed and performed and;
  - (c) Keep the Assignor and the Assignor’s estate and effects indemnified against all proceedings, costs, claims, and expenses on account of any omission to pay all or any part of the licence fee or any breach of any such agreements, conditions and provisos.
3. The Assignor covenants and warrants to the Assignee that:
  - (a) There are not at this, and will not be at the commencement date, any outstanding or continuing breaches of the Licence and the Assignor indemnifies the Assignee in that respect;
  - (b) On the exchange of the Assignment the Assignor will hand to the Assignee the Assignor’s signed copy of the Licence.
4. The Landowner in consideration of the Assignee’s covenants and of the recitals:
  - (a) Consents to this Assignment;
  - (b) Confirms at the date of the Landowner’s signing of the Assignment there is no outstanding breach or failure on the part of the Assignor to perform the Assignor’s obligations under the Licence.
  - (c) (with the object and intention of discharging the personal liability of the Assignor but not further or otherwise) releases the Assignor from all liability arising after the completion date in respect of the licence and all the actions, proceedings, claims and demands in respect of any such breach.
5. In this Assignment where the context permits the singular includes the plural and where any party is more than one person the agreements and covenants on that party’s behalf are joint and several.

**IN WITNESS** the parties have this day set their hands and seals.

**ASSIGNEE**

SIGNED SEALED AND DELIVERED

By: \_\_\_\_\_ and \_\_\_\_\_

Signed: \_\_\_\_\_ and \_\_\_\_\_

**In the Presence of:** \_\_\_\_\_

Witness: \_\_\_\_\_

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

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

**ASSIGNOR**

SIGNED SEALED AND DELIVERED

By: \_\_\_\_\_ and \_\_\_\_\_

Signed: \_\_\_\_\_ and \_\_\_\_\_

**In the Presence of:** \_\_\_\_\_

Witness: \_\_\_\_\_

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

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

**LANDLORD**

SIGNED SEALED AND DELIVERED

By: \_\_\_\_\_ and \_\_\_\_\_

Signed: \_\_\_\_\_ and \_\_\_\_\_

**In the Presence of:** \_\_\_\_\_

Witness: \_\_\_\_\_

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

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

