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SCHEDULES

SCHEDULE 2

CONVEYANCE OF FREEHOLD AND GRANT OF LEASE

PART I

COMMON PROVISIONS

Rights to be conveyed or granted—general

- 1 The conveyance or grant shall not exclude or restrict the general words implied under section 62 of the Law of Property Act 1925, unless the tenant consents or the exclusion or restriction is made for the purpose of preserving or recognising any existing interest of the landlord in tenant's incumbrances or any existing right or interest of any other person.

Rights of support, passage of water, etc.

- 2 (1) The conveyance or grant shall, by virtue of this Schedule, have the effect stated in sub-paragraph (2) below as regards—
- (a) rights of support for any building or part of a building;
 - (b) rights to the access of light and air to any building or part of a building;
 - (c) rights to the passage of water or of gas or other piped fuel, or to the drainage or disposal of water, sewage, smoke or fumes, or to the use or maintenance of pipes or other installations for such passage, drainage or disposal;
 - (d) rights to the use or maintenance of cables or other installations for the supply of electricity, for the telephone or for the receipt directly or by landline of visual or other wireless transmissions.
- (2) The effect is—
- (a) to grant with the dwelling-house all such easements and rights over other property, so far as the landlord is capable of granting them, as are necessary to secure to the tenant as nearly as may be the same rights as at the relevant time were available to him under or by virtue of the secure tenancy or any agreement collateral to it, or under or by virtue of any grant, reservation or agreement made on the severance of the dwelling-house from other property then comprised in the same tenancy ; and
 - (b) to make the dwelling-house subject to all such easements and rights for the benefit of other property as are capable of existing in law and are necessary to secure to the person interested in the other property as nearly as may be the same rights as at the relevant time were available against the tenant under or by virtue of the secure tenancy or any agreement collateral to it, or under or by virtue of any grant, reservation or agreement made as mentioned in paragraph (a) above.

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(3) This paragraph—

- (a) does not restrict any wider operation which the conveyance or grant may have apart from this paragraph; but
- (b) is subject to any provision to the contrary that may be included in the conveyance or grant with the consent of the tenant.

Rights of way

3 The conveyance or grant shall include—

- (a) such provisions (if any) as the tenant may require for the purpose of securing to him rights of way over land not comprised in the dwelling-house, so far as the landlord is capable of granting them, being rights of way that are necessary for the reasonable enjoyment of the dwelling-house ; and
- (b) such provisions (if any) as the landlord may require for the purpose of making the dwelling-house subject to rights of way necessary for the reasonable enjoyment of other property, being property in which at the relevant time the landlord has an interest, or to rights of way granted or agreed to be granted before the relevant time by the landlord or by the person then entitled to the reversion on the tenancy.

Covenants and conditions

4 The conveyance or grant shall include such provisions (if any) as the landlord may require to secure that the tenant is bound by, or to indemnify the landlord against breaches of, restrictive covenants (that is to say covenants or agreements restrictive of the use of any land or premises) which affect the dwelling-house otherwise than by virtue of the secure tenancy or any agreement collateral to it and are enforceable for the benefit of other property.

5 Subject to Parts II and III below, the conveyance or grant may include such covenants and conditions as are reasonable in the circumstances.

Meaning of "incumbrances", "tenant's incumbrances" and "relevant time"

6 In this Schedule—

- (a) "incumbrances" includes personal liabilities attaching in respect of the ownership of land or of an interest in land though not charged on the land or interest;
- (b) "tenant's incumbrance" means any incumbrance on the secure tenancy which is also an incumbrance on the reversion, and any interest derived directly or indirectly out of the secure tenancy ; and
- (c) "the relevant time" means, in all cases, the date on which the tenant's notice claiming to exercise the right to buy is served.