

SCHEDULE 6

CONVEYANCE OF FREEHOLD AND GRANT OF LEASE IN PURSUANCE OF RIGHT TO BUY

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 qualifying person consents or the exclusion or restriction is made for the purpose of preserving or recognising an existing interest of the landlord in tenant's incumbrances or an existing right or interest of another 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 subparagraph (2) as regards—

- (a) rights of support for a building or part of a building;
- (b) rights to the access of light and air to a 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 qualifying 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 qualifying person as near as may be the same rights as at the relevant time were available to him under or by virtue of his tenancy or an agreement collateral to it, or under or by virtue of a grant, reservation or agreement made on the severance of the qualifying dwelling-house from other property then comprised in the same tenancy; and
- (b) to make the qualifying 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 qualifying person under or by virtue of his tenancy or an agreement collateral to it, or under or by virtue of a grant, reservation or agreement made as mentioned in paragraph (a).

(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 qualifying person.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Rights of way

3. The conveyance or grant shall include—
- (a) such provisions (if any) as the qualifying person may require for the purpose of securing to him rights of way over land not comprised in the qualifying 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 qualifying dwelling-house; and
 - (b) such provisions (if any) as the landlord may require for the purpose of making the qualifying 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.

Convenants and conditions

4. The conveyance or grant shall include such provisions (if any) as the landlord may require to secure that a qualifying person 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 qualifying dwelling-house otherwise than by virtue of the qualifying person's tenancy or an agreement collateral to it and are enforceable for the benefit of other property.
5. Subject to paragraph 6, and to Parts II and III of this Schedule, the conveyance or grant may include such covenants and conditions as are reasonable in the circumstances.

No charge to be made for landlord's consent or approval

6. A provision of the conveyance or lease is void in so far as it purports to enable the landlord to charge the qualifying person a sum for or in connection with the giving of a consent or approval.

Meaning of "incumbrances" and "tenant's incumbrance"

7. In this Schedule—
- "incumbrances" includes personal liabilities attaching in respect of the ownership of land or an interest in land though not charged on the land or interest; and
- "tenant's incumbrance" means—
- (a) an incumbrance on the qualifying person's tenancy which is also an incumbrance on the reversion, and
 - (b) an interest derived, directly or indirectly, out of that tenancy.