

DATED

DEED OF VARIATION

relating to

**PART OF HARWELL RECREATION GROUND
HARWELL, DIDCOT, OXON OX11 0LG**

between

HARWELL PARISH COUNCIL

and

THE HARWELLIAN CLUB

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This deed is dated

HM Land Registry

Landlord's title number:

Administrative area: Vale of White Horse

Tenant's title number: ON108713

Administrative area: Vale of White Horse

PARTIES

- 1) HARWELL PARISH COUNCIL of Harwell Village Hall, High Street, Harwell, Oxon, OX11 0EX acting by its Chair Deborah Turner of 46 Orchard Way, Harwell, OX11 0LH (**Landlord**)
- 2) THE HARWELLIAN CLUB of Westfield, Harwell, Didcot, Oxon OX11 0LG (**Tenant**)

BACKGROUND

- A. This deed is supplemental and collateral to the Lease
- B. The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed
- C. The Landlord is entitled to the immediate reversion to the Lease
- D. The residue of the term granted by the Lease is vested in the Tenant

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Lease: a lease of the Property dated 10 June 1987 and made between (1) The Landlord and (2) The Royal British Legion Club (Harwell) Limited of Westfield, Harwell, Didcot, Oxon OX11 0LG and subject to Deed of Variation dated 16th March 2018.

Property: Land and buildings at that part of Harwell Recreation Ground, Didcot, Oxon OX11 0LG as demised by the Lease.

Value Added Tax: value added tax chargeable under the Value Added Tax Act 1994 and any similar tax and any similar additional tax.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Tenant** include a reference to its respective successors in title and assigns.
- 1.3 A reference to the Lease includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 References to the Guarantor include a reference to the personal representatives of any individual who comprises the Guarantor.

- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 The expression **tenant covenant** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.9 Unless the context otherwise required, a reference to the **Property** is to the whole and any part of it.
- 1.10 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.12 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in the Lease shall apply to this deed.

2. Variations of the Lease

2.1 Variations made

From and including the date of this deed, the Lease shall be read and construed as varied by the Schedule.

2.2 Lease remains in force

The lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provision contained in this deed had been contained in the Lease with effect from the date of this deed.

3. Tenant's covenant

The Tenant covenants to observe and perform the tenant's covenant in the Lease as carried by this deed.

4. Registration of this deed

4.1 Application for registration

Promptly following the completion of this deed, the Tenant shall apply to register this deed at HM Land Registry against the Tenant's registered title number ON108713.

4.2 Requisitions

The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.

4.3 Official copies

Within one month after completion of the registration, the Tenant shall send to the Landlord official copies of its updated registered title.

5. Endorsement

Promptly following completion of this deed both the Landlord and the Tenant shall each endorse a memorandum of variation upon the Lease and its counterpart in the following terms:

“This Lease has been varied by a Deed of Variation dated _____ and made between (1) Harwell Parish Council and (2) The Harwellian Club”

6. Costs

- 6.1 On completion of this deed the Tenant shall pay **50% of the** reasonable costs and disbursements of the Landlord and its solicitors in connection with this deed include any costs and disbursements incurred or to be incurred by the Landlord in registering this deed up to a maximum of **£xxxx** plus VAT.
- 6.2 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any Value Added Tax in respect of those costs and disbursements.

7. Governing Law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

9. Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

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

SCHEDULE VARIATIONS TO THE LEASE

Replacement of the First Schedule (The demised premises)

The description of the demised premises under the First Schedule shall be deleted and replaced with the following:

“ALL THAT piece or parcel of land at Harwell Recreation Ground the extent of which is shown edge red for identification purposes only on the plan attached hereto and dated xxxx.”

Executed as a deed by HARWELL PARISH COUNCIL acting by its Chair

DEBORAH TURNER
CHAIR

In the presence of:

Witness Signature

Name

Address

Occupation

Executed as a deed by THE HARWELLIAN CLUB acting by the Chair and Vice-Chair

KEVIN LEWIS
CHAIR

DEBORAH GREENFIELD
VICE-CHAIR