

**DATED**

**2017**

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**DEED OF VARIATION**

relating to

**UPPER RISSINGTON VILLAGE HALL**

between

**UPPER RISSINGTON PARISH COUNCIL**

and

**UPPER RISSINGTON VILLAGE HALL**

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This deed is dated

**HM Land Registry**

**Landlord's title number: GR405071**

**Administrative area: Cotswold**

**PARTIES**

- (1) UPPER RISSINGTON PARISH COUNCIL of The Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire GL54 2QW (**Landlord**).
- (2) UPPER RISSINGTON VILLAGE HALL (a charity registered with number 1162683) of The Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire GL54 2QW [**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 2017 and made between the Landlord (1) and the Tenant (2).

**Property:** The Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire GL54 2QW as more particularly described in and demised by the Lease.

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 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The expression **landlord covenant** and **tenant covenant** have the respective meanings given to them by the Landlord and Tenant (Covenants) Act 1995.
- 1.8 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.9 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.
- 1.10 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.11 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in clause 1.1 of 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 provisions set out in 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 provisions contained in this deed had been originally contained in the Lease.

## **3. LANDLORD'S COVENANT**

The Landlord covenants to observe and perform the landlord's covenants in the Lease as varied by this deed.

**4. TENANT'S COVENANT**

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

**5. REGISTRATION OF THIS DEED**

**5.1 Application for registration**

Promptly following the completion of this deed, the Tenant shall apply to register this deed at HM Land Registry against the Landlord's registered title number GR405071.

**5.2 Requisitions**

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

**5.3 Official copies**

Within one month after completion of the registration, the Tenant shall send to the Landlord official copies of the respective registered titles.

**6. 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.

**7. 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).

**8. 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**

### **1. ADDITION OF NEW CLAUSES**

The following shall be added to the Lease as a new clause 20.3:

"20.3 This clause will apply from the date of this deed to 2<sup>nd</sup> March 2027 only and shall operate in priority to clauses 20.1 and 21.1 of the Lease during that period. In the event of any damage to or defect in the fabric of the building on the Property (excluding damage covered by the Landlord's insurance or any damage caused by any act or omission of the Tenant) already being apparent or becoming apparent the Tenant shall provide details to the Landlord and the Landlord shall promptly take such steps as are required to repair, remedy or otherwise make good the damage to the Tenant's reasonable satisfaction. "

Executed as a deed on behalf of  
UPPER RISSINGTON PARISH  
COUNCIL

in the presence of the Proper Officer  
of Upper Rissington Parish Council:

.....

SIGNATURE OF WITNESS  
NAME,  
ADDRESS

.....

Authorised signatory

OCCUPATION

in the presence of the Proper Officer  
of Upper Rissington Parish Council:

.....

SIGNATURE OF WITNESS  
NAME,  
ADDRESS

.....

Authorised signatory

OCCUPATION

Executed as a deed for and on behalf  
of UPPER RISSINGTON VILLAGE  
HALL

in the presence of:

.....

SIGNATURE OF WITNESS  
NAME,  
ADDRESS

.....

OCCUPATION

.....

in the presence of:

.....

SIGNATURE OF WITNESS  
NAME,  
ADDRESS

OCCUPATION