

DATED

DEED OF VARIATION

relating to

Lease of land at Church Farm, Thame

between

The Oxfordshire County Council

and

Thame Town Council

**Anita Bradley
Director of Law and Governance
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
Ref: RH/55153**

This deed is dated

HM Land Registry

Landlord's title number: ON17507

Tenant's title number: ON292696

Administrative area: South Oxfordshire

Parties

- (1) THE OXFORDSHIRE COUNTY COUNCIL of County Hall, New Road, Oxford OX1 1ND
(Landlord) and
- (2) THAME TOWN COUNCIL of Town Hall, High Street, Thame OX9 3DP **(Tenant)**

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord and the Tenant have agreed to vary some of the terms of the Lease.
- (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 3 March 2010 and made between (1) the Landlord and (2) the Tenant and all documents supplemental or collateral to that lease.

Property: Land at Church Farm, Thame as more particularly described in and demised by the Lease.

1.2 Clause headings shall not affect the interpretation of this deed.

2. Variations to the Lease

The Landlord and the Tenant agree that with effect from the date of this deed:

- 2.1 The Lease shall be deemed to authorise the Tenant to carry out the work at the Property authorised by planning permissions P19/S2261/FUL and P20/S3665/FUL issued by South Oxfordshire District Council **PROVIDED THAT** the provisions of Schedule 4 of the Lease shall apply to that work (with the terms "Building Contract", "Certificate Date", "Certificate of Practical Completion", "Planning Permission" and "Works" in this context referring to that work rather than the work authorised by planning permission P07/E1669/FUL).
- 2.2 The definition of "the Rent" in the Lease shall be deemed to be "£50 per annum until 1 September 2021 and thereafter £1,500 per annum".
- 2.3 The Lease shall remain fully effective as varied by this deed.

3. Tenant's covenant

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

4. Registration of this deed

- 4.1 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 ON292696 and the Landlord's registered title number ON17507.
- 4.2 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. 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.

6. 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.

EXECUTED as a **DEED** by affixing the
Common Seal of **THE OXFORDSHIRE**
COUNTY COUNCIL in the presence of:

Director of Law & Governance/
Designated Officer

EXECUTED as a **DEED** by **THAME**
TOWN COUNCIL acting by
two Councillors in the presence of
the Clerk: