

DATED

2022

THAME TOWN COUNCIL

- and -

THE OXFORDSHIRE COUNTY COUNCIL

DEED OF VARIATION

relating to Elm Park Recreation Ground
Park Street Thame Oxfordshire

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
Ref : APS/56125

THIS DEED OF VARIATION is made the day of 2022

BETWEEN:

THAME TOWN COUNCIL of Town Hall Thame Oxfordshire OX9 3DP (“Town Council”) of the first part and

THE OXFORDSHIRE COUNTY COUNCIL of County Hall New Road Oxford OX1 1ND (“County Council”) of the second part

NOW THIS DEED WITNESSES as follows:

1. Interpretation

1.1 In this deed unless the context otherwise requires the following words and expressions have the following meanings:

1.1.1 “Licence” means a licence in respect of the Recreation Ground dated 27 May 2014 and made between (1) the Town Council and (2) the County Council

1.1.2 “Recreation Ground” means Elm Park Recreation Ground Park Street Thame Oxfordshire

1.2 References to the Town Council and the County Council include their respective successors in title

1.3 References to a person include a natural person corporate or unincorporated body whether or not having separate legal personality

1.4 A reference to the Licence includes any deed licence consent approval or other instrument supplemental to it

1.5 Clause headings shall not affect the interpretation of this deed

1.6 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular

1.7 A reference to a statute or a statutory provision is a reference to it as amended extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision

2. Recitals

2.1 This deed is supplemental and collateral to the Licence

2.2 The Town Council and the County Council have agreed to vary the Licence on the terms set out in this deed

3. Variation

From and including the date of this deed the Licence shall be read and construed as follows:

3.1 The figure of £100.00 shall be substituted for the provisions relating to the Annual Licence Fee in clauses 1.1.1 and 1.1.2 of the Licence

3.2 In the fourth line of clause 4.2 of the Licence the words 'the Initial Annual Licence Fee' shall be deleted

3.3 In the eighth line of clause 4.3 of the Licence the word 'Initial' shall be deleted

3.4 The following subclause shall be added in clause 3 of the Licence:

'3.7 To use the Recreation Ground on no more than eight separate occasions in any one school year commencing in September annually'

4. Licence remains in force

The Licence shall remain fully effective and the terms of the Licence shall continue in full force and effect as varied by this deed

5. **County Council's undertakings**

The County Council covenants to observe and perform its undertakings contained in the Licence as varied by this deed

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**

The parties to this deed irrevocably agree 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 document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

THE COMMON SEAL of)
THAME TOWN COUNCIL)
was affixed hereto)
in the presence of:)

EXECUTED AS A DEED)
by affixing **THE COMMON SEAL** of)
THE OXFORDSHIRE COUNTY COUNCIL)
in the presence of:)

Designated Officer