

**DATED**

04 JUNE 2024

**DEED OF VARIATION**

**relating to**

**Unit 2 Plot 5B Terminus Road Chichester PO19 8DW**

**between**

**Thomas Christopher Clarke Beckett; Michael David Fulford-Brown; Teresa Anna Clarke  
Fulford-Brown**

**and**

**Pro-Active Business Information Limited**

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**HM Land Registry**

**Landlord's title number: WSX263880**

**Administrative area: West Sussex : Chichester**

**Tenant's title number: WSX368341**

**Administrative area: West Sussex : Chichester**

This deed is dated 04 JUNE 2024

**PARTIES**

- (1) THOMAS CHRISTOPHER CLARKE BECKETT of 61 Plainwood Close Chichester PO19 5YB; MICHAEL DAVID FULFORD-BROWN & TERESA ANNA CLARKE FULFORD-BROWN both of Chaff Barn Eartham Chichester West Sussex PO18 0LP (**Landlord**)
- (2) PRO-ACTIVE BUSINESS INFORMATION LIMITED incorporated and registered in England and Wales with company number 03589570 whose registered office is at Plot 5b, Unit 2, Terminus Road Chichester West Sussex PO19 8TX (**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 19 November 2014 and made between (1) THOMAS CHRISTOPHER CLARKE BECKETT & MICHAEL DAVID FULFORD-BROWN & TERESA ANNA CLARKE FULFORD-BROWN and (2) PRO-ACTIVE BUSINESS INFORMATION LIMITED

**Property:** Unit 2 Plot 5B Terminus Road Chichester West Sussex PO19 8DW as more particularly described in and demised by the Lease.

**Rent Obligations:** all obligations in the Lease relating to the yearly rent including, without limitation, the obligation to pay the yearly rent, the provision for re-entry on the non-payment of the yearly rent, the obligation to pay interest on any arrears of the yearly rent and the provisions for the review of the yearly rent.

**Value Added Tax:** value added tax chargeable in the UK.

- 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 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 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 requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.13 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.
- 1.14 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 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 of the Lease shall apply to this deed.

## **2. Variations to the Lease**

- 2.1 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 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 contained in the Lease with effect from [ 04 JUNE 2024 ].

## **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 and the Landlord shall apply to register this deed at HM Land Registry against the Tenant's registered title WSX368341 and the Landlord's registered title WSX263880.
- 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.
- 4.3 Within one month after completion of the registration, the Tenant and the Landlord shall send to the Landlord and the Tenant official copies of the respective registered titles.

**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 [ 04 JUNE 2024 ] and made between (1) Thomas Christopher Beckett & Michael David Fulford-Brown & Teresa Anna Clarke Fulford Brown and (2) Pro-Active Business Information Limited

**6. Costs**

- 6.1 On completion of this deed the Tenant shall pay the reasonable costs and disbursements of the Landlord, its solicitors, surveyors in connection with this deed including any costs and disbursements incurred or to be incurred by the Landlord in registering this deed.
- 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 [and any Value Added Tax chargeable on the payments by the Tenant] except to the extent that the Landlord is able to recover such Value Added Tax.

**7. Governing law**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation 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 (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

**9. Third party rights**

This deed does not give rise to 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.

## **Schedule 1 Variations to the Lease**

### **Variation of existing clauses**

**Clause 44** of the Lease shall be deleted and replaced by the following clause:

#### **44 TENANT'S BREAK CLAUSE**

If the Tenant wishes to determine the Lease on the 18 May 2027 (the relevant date being hereinafter called 'the determination date') it shall give to the Landlord not less than nine months previous notice in writing (time being of the essence) and providing the Tenant shall up to the determination date have paid the Annual Rent and on the determination date shall not be in occupation of any part of the Property and there shall not be any continuing sublease of the Property then in such case this Lease and everything herein contained shall cease and determine on the determination date but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained. In the event of the Lease being determined under this clause 44 then the Landlord shall forthwith repay to the Tenant any Annual Rent or Insurance Rent paid by the Tenant in respect of any period following the determination date

**Clause 1.2** of the Lease shall be amended as follows:

Annual Rent: rent at the rate of Thirty Four Thousand Pounds (£34,000) per annum (exclusive of VAT) for the first ten years of the Contractual Term and thereafter at the rate of Forty Eight Thousand Pounds (£48,000) per annum (exclusive of VAT)

### **Removal of existing clauses**

Clause 1.15 of the Lease shall be removed

Clause 7 of the Lease shall be removed

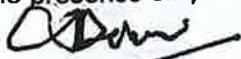




Signed as a deed by

Thomas Christopher Clarke Beckett

In the presence of:



[SIGNATURE OF WITNESS]

NAME, PAULINE WOLFE

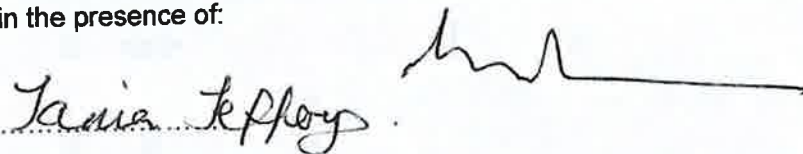
ADDRESS

JC Solicitors  
UNIT D1  
Chichester Marina  
West Sussex PO20 7EJ

Signed as a deed by

Michael David Fulford-Brown

in the presence of:



[SIGNATURE OF WITNESS]



NAME, TANIA MERCEDES JEFFERY

ADDRESS

JC Solicitors  
UNIT D1  
Chichester Marina  
West Sussex PO20 7EJ

Signed as a deed by

Teresa Anna Clarke Fulford-Brown in the presence of:

[SIGNATURE OF WITNESS]

NAME, TANIA MERCEDES JEFFERY

ADDRESS

JC Solicitors  
UNIT D1  
Chichester Marina  
West Sussex PO20 7EJ



Executed as deed by

**PRO-ACTIVE BUSINESS INFORMATION LIMITED**

acting by

a director, in the presence of:

.....

*[SIGNATURE OF WITNESS]*

**NAME:**

**ADDRESS**

