

DATED

2022

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FRIDAY ESTATES LTD

and

DEMENTIA SUPPORT

**DEED OF VARIATION**

relating to

Salisbury House, City Fields Business Park, City Fields Way,  
Tangmere, Chichester PO20 2FP

thrings.com

BATH BRISTOL LONDON ROMSEY SWINDON

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**HM Land Registry**

Landlord's title number:      WSX381253

Administrative area: West Sussex: Chichester

Tenant's title number: **WSX385864**

Administrative area: West Sussex: Chichester

THIS DEED IS DATED 2022

## PARTIES

- (1) FRIDAY ESTATES LTD incorporated and registered in England and Wales with company number 11803917 whose registered office is at 1-2 The Barn, West Stoke Road, West Lavant, Chichester PO18 9AA (the **Landlord**).
- (2) DEMENTIA SUPPORT a charity incorporated and registered in England and Wales with charity number 1158640 and company number 09044373 whose registered office is at Sage House, City Fields Way, Tangmere, West Sussex, England, PO20 2FP (the **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 1 November 2016 and made between (1) Friday Investments Limited and (2) Dementia Support.

**Property:** Salisbury House, City Fields Business Park, City Fields Way, Tangmere, Chichester PO20 2FP 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 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 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 the date hereof.

## **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 WSX385864 and the Landlord's registered title number WSX381253.
- 4.2 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 Within one month after completion of the registration, the Tenant shall send to the Landlord official copies of the respective registered titles.

**5. 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.

**6. 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.

**7. 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 AGREEMENT has been entered into on the date stated at the beginning of it.

## **SCHEDULE 1 - Variations to the Lease**

### **1. DELETION OF EXISTING CLAUSES**

- 1.1 Clause 15.5.3 of the Lease shall be deleted.

### **2. REPLACEMENT OF EXISTING CLAUSES**

- 2.1 Clause 14.10.1 of the Lease shall be deleted and replaced by the following clause:

“14.10.1 For the purposes of this lease a Break Date means:

- (a) 31 May 2027;
- (b) 31 May 2032;
- (c) 31 May 2037.”

- 2.2 The words “a term of 10 years” in clause 15.2.3 shall be deleted and replaced with the words “a term of 5 years”.

### **3. ADDITION OF NEW CLAUSES**

- 3.1 The following shall be added to the Lease as a new clause 15.6:

“15.6 Where the lease remains vested in Dementia Support only, time shall be of the essence in respect of all dates in this clause 15.”

Executed as a deed by **FRIDAY  
ESTATES LTD**

acting by a director and a  
director OR its secretary

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Director

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Director OR Secretary

Executed as a deed by  
**DEMENTIA SUPPORT**

acting by a director and a  
director OR its secretary

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Director

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Director OR Secretary