

THRINGS

SOLICITORS

DATED

1 August

2023

Anthony John Wickins and Deirdre Angela Wickins

and

Multi-Tile Limited

DEED OF VARIATION

relating to

Unit 19 Spur Road, Quarry Lane, Chichester, West Sussex PO19 2PR

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THIS DEED IS DATED

1 August 2023

PARTIES

- (1) Anthony John Wickins and Deirdre Angela Wickins the Trustees of the CWC UK Holdings Executive Pension Scheme, both of Valdoe House Annexe, Pook Lane, East Lavant, Chichester, West Sussex PO18 0AW (the **Landlord**).
- (2) Multi-Tile Limited incorporated and registered in England and Wales with company number 00808214 whose registered office is at Topps Tiles, Thorpe Way, Grove Park, Leicestershire LE19 1SU (the **Tenant**).

BACKGROUND

- (A) This deed is supplemental and ancillary 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:

Existing Rent: the yearly rent of £67,000.00 exclusive of VAT reserved by the Lease.

Lease: the lease of the Property dated 21 May 2019 and made between (1) the Landlord and (2) the Tenant and any documents made supplemental to it.

New Rent: the yearly rent of a peppercorn.

Property: Unit 19 Spur Road, Quarry Lane, Chichester, West Sussex PO19 2PR as 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.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 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 1.1 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 originally contained in the Lease. If there is a dispute between the terms of the Lease and this deed the terms of the Lease as varied by this deed shall prevail.

3. TENANT'S COVENANT

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

4. 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.

5. 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.

6. 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. REDUCED RENT

1.1 SUBSTITUTION OF THE NEW RENT

1.2 The Lease shall reserve the New Rent in the place of, and not in addition to, the Existing Rent.

1.3 PAYMENT OF THE NEW RENT

1.4 The New Rent shall be payable from and including the date of this deed to and including
1 December 2023 by the same instalments and on the same dates
as the Existing Rent.

1.5 REFERENCE TO ANNUAL RENT

1.6 All Rent Obligations shall be read and construed as referring to the New Rent.

Executed as a deed in the)
name of and on behalf of)
MULTI-TILE LIMITED by:)
)
(an officer appointed for the)
purpose by the board of)
directors of Multi-Tile Limited,)
its attorney) in the presence)
of:



Witness:

Signature 

Name Emma Peace

Address 103 Calmore Row
Birmingham

Occupation Solicitor

