

Please do not date
DATED 3rd February 2013

BATH AND NORTH EAST SOMERSET COUNCIL

and

THE OFFICIAL CUSTODIAN FOR CHARITIES

and

ANTHONY WILSON HICKMAN

Counterpart
DEED OF VARIATION
of
Alice Park Tea Chalet
Bath

Bath and North East Somerset Council
Riverside Temple Street
Keynsham Bristol BS31 1LA

Please do not date

THIS DEED OF VARIATION is made the *8th* of *February* 2013

BETWEEN:

- (1) BATH AND NORTH EAST SOMERSET COUNCIL of Riverside Temple Street Keynsham BS31 1LA ('the landlord') and
- (2) THE OFFICIAL CUSTODIAN FOR CHARITIES and
- (3) ANTHONY WILSON HICKMAN of Clarecroft House Eastbourne Avenue Bath BA1 6EW ("the Tenant").

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

For all purposes of this deed the terms defined in this clause have the meanings specified.

1.1 'Existing Rent'

The yearly rent of £750 per annum subject to review and reserved by the Lease

1.2 'The Existing Provisions'

The Existing Provisions mean the Permitted Use definition

1.3 Gender and number

Words importing one gender include all other genders: words importing the singular include the plural and vice versa

1.4 Headings

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation

1.5 Interpretation of 'the Landlord'

The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when the Lease comes to an end

1.6 Interpretation of 'the Tenant'

The expression 'the Tenant' excludes the successors in title of the Tenant

1.7 Joint and several liability

If any party to this deed at any time comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

1.8 'The Lease'

1.8.1 Definition

'The Lease' means a lease under which the Tenant holds the Premises dated 10th November 2008 and made between the same parties as this deed.

1.8.2 Interpretation

The term 'the Lease' includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so

1.9 'New Rent'

The yearly rent of £850 exclusive of VAT, subject to review in accordance with the provisions of the Seventh Schedule in the Lease

1.10 'The New Provisions'

The New Provisions means the provisions set out in the schedule

1.11 'The Premises'

'The Premises' means all that land and building thereon known as the Tea Chalet Alice Park Gloucester Road Bath as more particularly described and demised by the Lease

1.12 References to clauses and schedules

Any reference in this deed to a clause or schedule without further designation is to be construed as a reference to the clause or schedule of this document so numbered

1.13 'Rent Obligations'

all obligations in the Lease to the yearly rent including, without limitation, the obligation to pay the yearly rent, the provisions 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 review of the yearly rent

1.14 'The Term'

'The Term' means a term of 5 years from and including the 10th November 2008

1.15 VAT

VAT shall have the same meaning as defined in the Lease

2 RECITALS

2.1 WHEREAS this Deed is supplemental to and collateral to the Lease

2.2 Devolution of title

The immediate reversion to the Lease is now vested in the Landlord and the unexpired residue of the Term remains vested in the Tenant

2.3 Agreement to vary

The Landlord and Tenant have agreed to vary the Lease on the terms set out in this deed

3 VARIATION OF THE LEASE

3.1 Variation

Subject to the terms of this deed from and including the date of this deed and while the unexpired residue of the Term remains vested in the Tenant the Lease shall be read and construed as varied by the provisions set out in the Schedule

3.2 Release and agreement

To give effect to the variation referred to in clause 3.1 the Landlord releases the Tenant from the Existing Provisions and the Tenant covenants in the form of the New Provisions and agrees that the forfeiture provisions contained in the Lease are to be exercisable on any breach of that covenant as well as on the happening of any of the events mentioned in the forfeiture provisions, and the Landlord and Tenant confirm that the covenants and conditions contained in the Lease, except as varied by this deed, are to continue in full force and effect

3.3 Personal only

The provisions and terms of this deed are personal to the Tenant and are not assignable or transferable in any way

3.4 Revocation and termination of deed

The Landlord shall be entitled to revoke and terminate the provisions of this deed immediately should any of its provisions be breached by the Tenant or the Landlord receives justified complains in relation to the sale of alcohol AND such revocation and termination shall notwithstanding the foregoing be subject to and without prejudice to the rights and remedies of the Landlord in respect of any breach of any of the covenants and terms on the part of the Tenant contained in this deed and in the event of such revocation and termination the Tenant shall not be entitled to any refund of rent

4 COSTS

The Tenant covenants to pay to the Landlord on demand and to indemnify the Landlord against all costs, charges, fees, disbursements and expenses, including those of professional advisers and agents, incurred in connection with preparing, negotiating, completing and registering the deed

5 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this deed is intended to confer any benefit on any person who is not a party to it

6. LOCAL AUTHORITY LANDLORD'S CAPACITY AND POWERS

The Landlord enters into this deed solely in its capacity as a landowner in respect of the Premises and not in any other capacity. Nothing in this deed shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions

7. 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

IN WITNESS whereof the parties have executed this deed on the date first above mentioned

SCHEDULE

THE NEW PROVISIONS

Permitted Use definition in Summary

:

Permitted Use: For the provision of catering and refreshment services including the sale of alcohol other than and excluding the sale of draft and canned beers and ciders (cafeteria)

12.10 In this clause "Licences" mean the premises licence for the Premises issued under the Licensing Act 2003 (reference no 10/01906/LAPRE.) or other premises licence for the Premises

12.10.1 The Tenant must

12.10.1.1 do all such things and acts as are requisite to obtain and preserve the Licences;

12.10.1.2 not surrender or agree to surrender the Licences or any of them nor do anything which might cause the Licences to be revoked;

12.10.1.3 on the expiration or sooner determination of the Term (at the Tenant's own expense) consent to the transfer of the Licences;

12.10.1.4 pay all fees in respect of any application or notice under Part 3 of the Licensing Act 2003 and all annual fees in respect of the Licences;

12.10.1.5 not make any application for a premises licence or for any variation to the premises licence for the Premises without the Landlord's written consent;

12.10.1.6 indemnify and keep the Landlord indemnified in respect of any loss damage or expense suffered by the Landlord as a result of ;

- (a) The commission of any offence under the Licensing Act 2003;
- (b) Any failure to comply with the conditions to which the premises licence is subject; and
- (c) Any steps taken on any determination of an application for a review of the premises licence which is a consequence of any act or omission by the Tenant or the designated premises supervisor (as that term is defined in the Licensing Act 2003)

Increased Rent

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

2. The New Rent shall be payable from the date of this deed by the same instalments and on the same dates as the Existing Rent

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

SIGNED as a Deed

by the said

ANTHONY WILSON HICKMAN

in the presence of:-

[Handwritten signature of Anthony Wilson Hickman]

W. Claire Allison

J. POCAIRE ALLISON

15, SANGSTER AVENUE

MELKSHAM

SN12 7PL.

Fitness Instructor.