



**This Deed** is made on

20[ ]

**Between:**

- (1) **The Parliament Place Management Company Limited** (company number 02188028) whose registered office at 10 St Ann Street, Salisbury, Wiltshire, SP1 2DN ("**Rentcharge Owner**")
- (2) [**PROPERTY OWNER**] of [ ] Parliament Place Winchester SO22 4QS (the "**Property Owner**").

**Background:**

- (A) The Rentcharge Owner and the Property Owner wish to alter the terms of the Rentcharge in so far as it affects the Property

**This Deed** witnesses as follows:

**1. Definitions and interpretation**

- 1.1. In this Deed, unless the context otherwise requires, the following definitions shall apply:

**"Deed"** means this deed including any schedule or annexure and any document supplemental or collateral to it.

**"Effective Date"** means the date of this Deed.

**"Property"** means the property known as [ ] Parliament Place Winchester SO22 4QS

**"Rentcharge"** means the rentcharge relating to the Property

**"Original Transfer"** means the Transfer Deed dated [ ] made between Balfour Beatty Homes Limited (1) Parliament Place Management Company Limited (2) and [ORIGINAL PURCHASER] (3)

- 1.2. In this Deed, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes any subordinate legislation made under it and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Deed;
- (c) a reference to:
  - (i) the "**Property Owner**" and the "**Rentcharge Owner**" includes a reference to their personal representatives, successors in title and permitted assigns;
  - (ii) a "**person**" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); and
  - (iii) clauses and schedules are to clauses and schedules of this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause and schedule in which they appear;
- (d) the table of contents and headings are for the convenience only and shall not affect the interpretation of this Deed;
- (e) general words shall not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or

where they are followed by examples. The words "including" and "in particular" (or similar) shall not limit the generality of any preceding words;

- (f) where any liability or obligation is undertaken by two or more persons, the liability of each of them shall be joint and several;
- (g) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others; and
- (h) this Deed may only be varied in writing signed by the parties.

## 2. **Variation**

The Rentcharge Owner and the Property Owner agree that from and including the Effective Date, the Rentcharge shall be read and construed as varied by the provisions set out in the Schedule.

## 3. **Registration**

- 3.1. Promptly following the completion of this Deed the Property Owner shall apply to register this Deed at the Land Registry against the Property Owner's registered title number [ ] and the Rentcharge Owner's title number HP340665 insofar as is possible
- 3.2. The Rentcharge Owner and the Property Owner shall ensure that any requisitions raised by the Land Registry in connection with its application referred to in this clause are dealt with promptly and properly.

## 4. **Costs**

The Property Owner will pay the Rentcharge Owner's legal costs of £[350.00] plus VAT in respect of this Deed.

## 5. **Exclusion of third party rights**

Unless expressly provided in this Deed, no express term of this Deed or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## 6. **Governing law and jurisdiction**

- 6.1. This Deed and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.
- 6.2. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Deed, its subject matter or formation.

**In witness this Deed** has been executed and delivered on the date appearing at the head of page 1.

## **Schedule**

### **Variations to the Transfer**

#### **1. Replacement of existing clauses**

Clause 13.1 of the Original Transfer shall be deleted and replaced by the following clause:

#### **13.1 The Management Company's remedies**

##### **13.1.1 Section 121**

The remedies for recovering and compelling payment of rentcharges conferred by Section 121 of the Law of Property Act 1925 apply to any breach of the provisions of this deed as if the remedies contained in that section were set out in full in this Deed (subject only to the express provisions of this Deed) and those remedies are annexed to the Rentcharge. Save that section 121(3) of the Law of Property Act 1925 is amended to refer to twenty-eight days rather than forty days.

##### **13.1.2 Entry**

In addition to the remedies mentioned in clause 13.1.1 if there is any breach of the covenants or non-observance of the conditions of this deed or if there are any arrears of the Rentcharge then the Management Company may:

- (a) do anything to remedy the breach; and
- (b) remain in possession and in receipt of the rents and profits of the Property until all Losses have been fully discharged.

For the purpose of this clause 13.1.2, Losses shall included (but not be limited to) any arrears of the Rentcharge, reasonable costs of collecting the arrears, all costs incurred in rectifying any breach or non-observance, and all legal costs including court costs.

##### **13.1.3 Re-entry**

In addition to the remedies mentioned in clause 13.1.1 if there is any breach of the covenants or non-observance of the conditions of this deed or if there are any arrears of the Rentcharge then the Management Company may re-enter the Property (or any part of it in the name of the whole) and may hold the Property re-entered in fee simple and this right is annexed to the Rentcharge.

PROVIDED THAT the Management Company shall not be entitled to exercise any rights of re-entry pursuant to the Rentcharge or any rights powers or remedies pursuant to sections 121(3) or 121(4) of the Law of Property Act 1925 unless the Management company has served prior notice of any breach of the Estate Covenants on the Proprietor and their mortgagee(s) if written notice of the same has been given and such breach shall not have been remedied within two months of notice being served on the Proprietor and such mortgagee(s) and for the avoidance of any doubt the Management Company's rights powers and remedies pursuant to sections 121(3) and 131(4) of the Law of Property Act 1925 will be postponed for the duration of and until expiration of the period of two months of notice being served on such mortgagee(s) where the Property is subject to charge(s) of which notice has been given

PROVIDED FURTHER that in the event that a lease is granted pursuant to section 121(4) of the Law of Property Act 1925 upon payment of:

- (a) any arrears of the Rentcharge;
- (b) reasonable costs of collecting the arrears;
- (c) all legal costs including court costs; and
- (d) reasonable costs of creating and surrendering the lease

such lease shall be immediately surrendered to the owner for the time being of the Property and no premium shall be charged to surrender that lease.

**EXECUTED AS A DEED** by  
**PARLIAMENT PLACE MANAGEMENT** .....  
**COMPANY LIMITED**  
Signed by a Director:

in the presence of:  
SIGNATURE OF WITNESS .....

Name: .....  
Address: .....  
.....  
.....

**SIGNED AS A DEED** by  
**[PROPERTY OWNER]** .....  
in the presence of:

SIGNATURE OF WITNESS .....

Name: .....  
Address: .....  
.....  
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