

THE THAMES CLUB LIMITED

and

BARCLAYS BANK PLC

and

SPELTHORNE BOROUGH COUNCIL

Deed of Variation

In respect of a Section 106 Agreement dated 12 September 2001
relating to land at Wheatsheaf Lane, Staines, Middlesex

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This Deed of Variation

Dated

2023

Between:

- (1) **THE THAMES CLUB LIMITED** (company registration number 6574957) of 6th Floor, St. Magnus House, 3 Lower Thames Street, London EC3R 6HD (the **Owner**); and
- (2) **BARCLAYS BANK PLC** (company registration number 1026167) whose registered office is at 1 Churchill Place, London E14 5HP of Lending Operations, P.O. Box 299, Birmingham B1 3PF (the **Mortgagee**); and
- (3) **SPELTHORNE BOROUGH COUNCIL** of Council Offices, Knowle Green, Staines-upon-Thames, Surrey TW18 1XB (the **Council**).

Recitals

- (A) This Deed is supplemental to, and varies, the Principal Agreement.
- (B) The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated.
- (C) The Owner is the freehold owner of the Property which is registered with title absolute at HM Land Registry under title number SY384083.
- (D) The Mortgagee has the benefit of a legal charge dated 26 October 2020 in respect of the Property which is registered at HM Land Registry under title number SY384083.
- (E) On 12 September 2001, the Principal Agreement was completed.
- (F) The Principal Agreement includes restrictions about the use of the Football Pitch and associated facilities on the Property.
- (G) In the interests of the proper planning of the area, the Council and the Owner have agreed to amend these restrictions in the manner set out in this Deed.

Operative Provisions

1 General Provisions

- 1.1 Unless the context otherwise requires, and save as set out below, the expressions defined in this Deed shall have the same meaning as ascribed to them in the Principal Agreement:

Deed means this deed of variation;

Principal Agreement the deed of agreement dated 12 September 2001 entered into between: (1) The Trustees of Staines Town Football Club; (2) the Council; (3) Wheatsheaf Park (Staines) Limited; and (4) the Owner pursuant to (amongst other enabling powers) Section 106 of the 1990 Act;

- 1.2 The Principal Agreement shall from the date of this Deed take effect and be read and construed as varied by this Deed.
- 1.3 Save as varied by this Deed, the covenants, rights, obligations and conditions contained in the Principal Agreement shall continue in full force and effect.

1.4 In the event of any inconsistency or ambiguity in respect of the intentions and obligations of the parties to this Deed arising under this Deed and/or the Principal Agreement, then the provisions of this Deed will prevail.

2 Statutory Provisions

2.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act (and is a planning obligation for the purposes of those Sections), Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2000 and all other enabling powers.

2.2 This Deed is enforceable by (and against) the Council in accordance with Sections 106 and 106A of the 1990 Act.

3 Legal Effect

3.1 This Deed shall come into full force and effect upon the date of this Deed.

4 Variations of the Principal Agreement

4.1 The parties to this Deed agree that the Principal Agreement shall be varied as set out in Schedule 2 to this Deed.

5 Agreements and Declarations

5.1 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed to be affected or impaired.

5.2 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

5.3 The Owner agrees to pay the reasonable legal costs that are properly incurred by the Council in negotiating and completing this Deed on or prior to the date of completion of the Deed.

5.4 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered as such by the Council.

5.5 This Deed shall be governed by and construed in accordance with the laws of England.

Schedule 1 – Plans/Drawings

Drawing number 6438 L 005 (the Pitch)

Schedule 2 - Variation of the Principal Agreement

1 New Definitions

1.1 The following definition shall be inserted as a new Clause 3.11 of the Principal Agreement:

'3.11 **Mortgagee** means Barclays Bank PLC (company registration number 1026167) of 1 Churchill Place, London E14 5HP~~Lending Operations, P.O. Box 299, Birmingham B1 3PF~~'

1.2 The following definition shall be inserted as a new Clause 3.12 of the Principal Agreement:

'3.12 **Permitted Uses** means any of the following:

- (a) use for any sports matches and/or sports training; and/or
- (b) any use falling within use class F2(c) of the Use Classes Order; and/or
- (c) such other community or public use that may be agreed in writing by the Council from time to time'.

1.3 The following definition shall be inserted as a new Clause 3.13 of the Principal Agreement:

'3.13 **Pitch** means that part of the Property as shown edged in red on drawing number 6438 L 005 as appended at Schedule 1 of this Agreement.'

1.4 The following definition shall be inserted as a new Clause 3.14 of the Principal Agreement:

'3.14 **Use Classes Order** means the Town and Country Planning (Use Classes) Order 1987 (as amended from time to time).'

2 Drawings

2.1 Drawing number 6438 L 005 shall be inserted as a new Schedule 1 of the Agreement.

3 Pitch

3.1 Clause 5.7 of the Principal Agreement shall be deleted and replaced with the following:

'Unless otherwise agreed in writing by the Council in accordance with clause 3.12(c) of this Schedule, the Pitch shall only be used for the Permitted Uses.'

4 Mortgagee Protection

4.1 The following clause shall be inserted as a new clause 6.7 of the Principal Agreement:

'The obligations in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Site from time to time (including, for the avoidance of any doubt, the Mortgagee) or any person deriving title from such mortgagee or chargee unless and until any such mortgagee or chargee takes possession of the Property (or any part of it to

which such obligation relates) in which case it shall be liable as if it were a successor in title to the owner of the relevant part of the Property PROVIDED THAT neither any mortgagee nor chargee nor person deriving title from such mortgagee or chargee shall be liable for any breach of the obligations contained in this Agreement unless committed at a time when that person is in possession of the Property (or any part of the Property to which such obligation relates).'

Execution page

Deed of Variation

In witness of which this Deed has been executed by the parties as a **deed** and **delivered** on the date set out at the beginning of this Deed.

Executed as a Deed by)
The Thames Club Limited)
acting by a director in the presence)
of:

sign here:

Director

print name: _____

In the presence of:

Witness signature:

Witness sign here: _____

Witness name:

print name: _____

Witness address:

Witness occupation:

Executed as a Deed by)
Barclays Bank PLC)
acting by:

sign here: _____

Authorised signatory

print name: _____

Executed as a Deed by affixing the)
common seal of)
Spelthorne Borough Council)
in the presence of:

(affix seal)

sign here: _____

Authorised signatory

print name: _____