

DATED
21st April 2025

DEED OF VARIATION OF A LEASE PLAN

relating to

Ryther Village Hall

between

THE PARISH COUNCIL OF THE PARISH OF RYTHUR-CUM-OZENDYKE

and

RYTHER VILLAGE HALL MANAGEMENT COMMITTEE

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This deed is dated

21st April 2025

HM Land Registry

Landlord's title number: NYK138548

Administrative area: North Yorkshire

Parties

- (1) THE PARISH COUNCIL OF THE PARISH OF RYTHER-CUM-OZENDYKE (**Landlord**)
- (2) RYTHER VILLAGE HALL MANAGEMENT COMMITTEE acting by its current trustees.
(**Tenant**)

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord and the Tenant have agreed to vary the Lease Plan in the Lease as 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 1st November 2001 and made between (1) The Parish Council of Ryther Cum Osendyke and (2) Ryther Village Hall Management Committee

Lease Plan: the plan annexed to the Lease.

Property: All that freehold land being part OS Field Numbers 6235 and 4100 at Ryther North Yorkshire as more particularly described in and demised by the Lease.

Value Added Tax: value added tax or any equivalent tax chargeable in the UK.

- 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 Unless otherwise specified, a reference to legislation, a legislative provision or subordinate legislation is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 The expression **tenant covenant** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this deed.
- 1.12 Clause headings shall not affect the interpretation of this deed.
- 1.13 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.
- 1.14 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 The Landlord and the Tenant agree that with effect from the date of this deed that the attached to this deed shall be substituted for the Lease Plan.
- 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 .

3. Tenant's covenant

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

4. Endorsement

Promptly following completion of this deed both the Landlord and the Tenant shall each endorse a memorandum of variation upon the Lease and its counterpart in the following terms:

"This Lease has been varied by a Deed of Variation dated [] and made between The Parish Council of the Parish of Ryther-Cum-Ozendyke and Ryther Village Hall Management Committee".

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 document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.


Executed as a deed by

The Parish Council Of The Parish Of Ryther-Cum-Ozendyke

Acting by

IAN DENNIS

Chairman


Signature

In the presence of

Witness Signature 

Name MARTIN PARRA

Witness Address 29 MAIN STREET

RYTHER LOR 4 9EE

Executed as a deed by

JOHN MURRAY

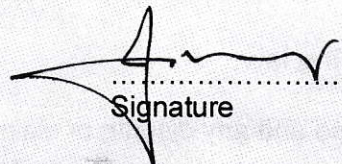
In the presence of

Witness Signature 

Name M. E. SMITH

Witness Address 3.2 MILL LANE

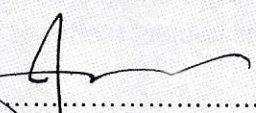
RYTHER, TADCASTER LS24 9EE


Signature

Executed as a deed by

MARJORIE SMITH

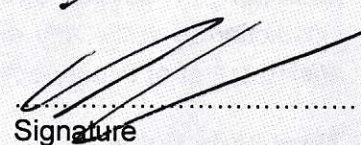
In the presence of

Witness Signature 

Name J. MURRAY

Witness Address LYNESHIRE,

MAIN ST, RYTH


Signature

Executed as a deed by

CHRIS MORTON

In the presence of

Witness Signature

Name

Witness Address

Signature

Executed as a deed by

LIZ WRIGHT

In the presence of

Witness Signature

Name

Witness Address

Signature

Executed as a deed by

ELIZABETH WOOD

In the presence of

Witness Signature

Name

Witness Address

Signature

Area Hatched Red
is Land Excluded From
Original Lease (contains
Play Park Equipment)

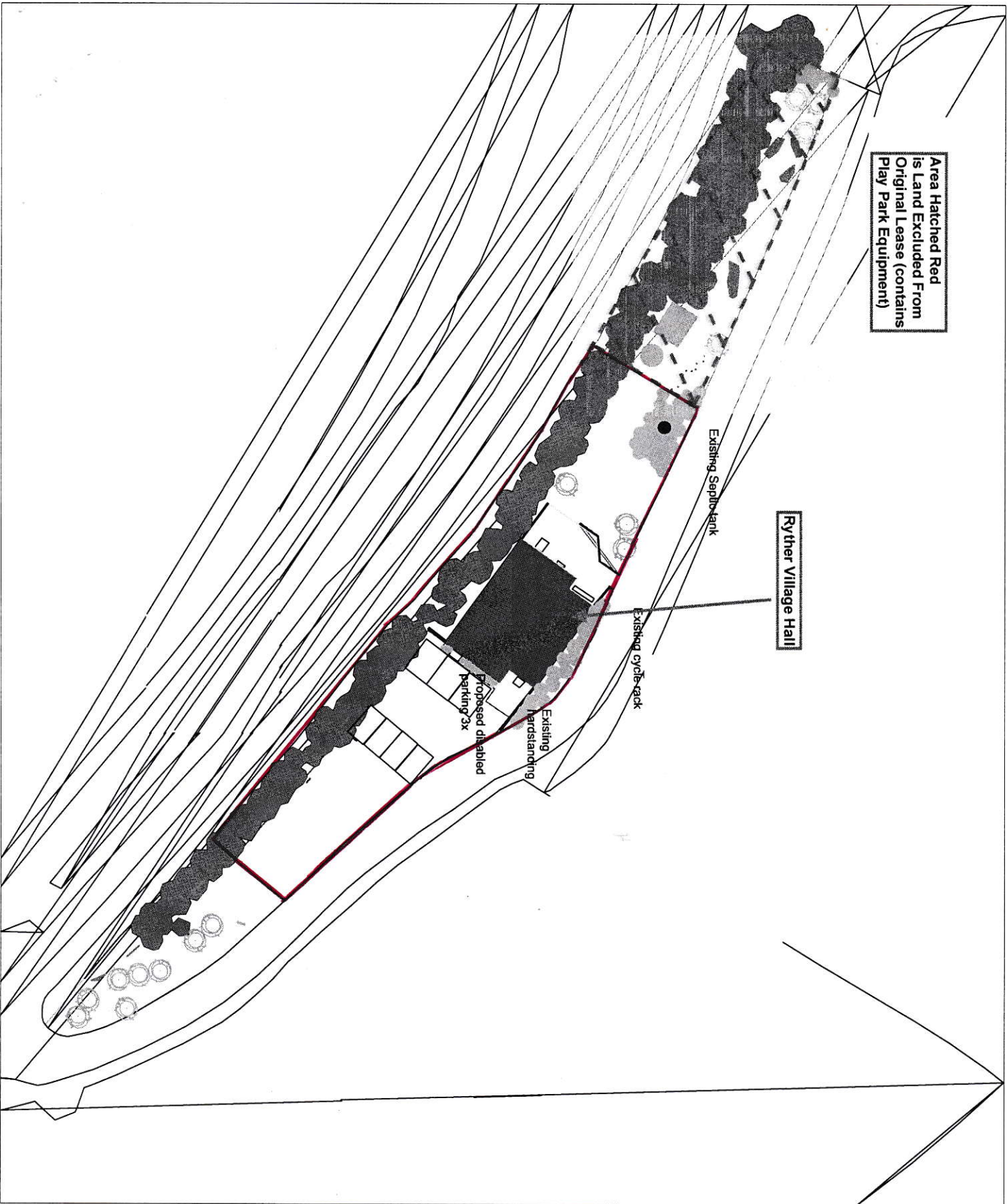
Ryther Village Hall

Existing Septic-tank

Existing cycle-rack

Existing
hardstanding

Proposed disabled
parking 3x



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- Timber Log
- Timber Slapping Stone
- Ramp & Steps
- Existing concrete hardstanding
- Sign mounted to brick wall
- Play Equipment (Swings, Slingshot)
- Reinforced low breeze block wall
- Existing boundary planting
- Terrace
- Tropical Planting
- Proposed Shrub Planting
- Proposed Trees
- Proposed raised mound

Drawing showing
Land Excluded From
Original Lease
(contains
Play Park Equipment)

Drawing Number:
RVC040924

Scale: 1:1000
Date: 10/10/2024