

Dated

2026

- (1) The Secretary of State for Defence**
- (2) Trustees of Maidstone Invicta Rowing Club**

Deed Of Variation

relating to

Boathouse at Maidstone Barracks, Maidstone

Contents

1	Interpretation	1
2	Variations to the Lease	2
3	Tenant's covenant	4
4	Registration of this deed	4
5	Governing law	4
6	Jurisdiction	4
7	Third party rights	4

Date:

HM Land Registry:

Tenant's title number: K827865

Administrative Area: Kent: Maidstone

Parties

- (1) **The Secretary of State for Defence** care of Defence Infrastructure Organisation, Building 35, Winstanley Way, The Royal Military Academy Sandhurst, Camberley, Surrey, GU15 4PQ (**Landlord**).
- (2) **Mervyn Warner** of 217a Boxley Road, Penenden Heath, Maidstone, Kent, ME14 2HB and **Mark Richard Brooks** of Orchard View, St. Michaels, Tenbury Wells, Worcestershire WR15 8TG the Trustees of Maidstone Invicta Rowing Club (**Tenant**).

Background

- A This deed is supplemental and collateral to the Lease.
- B The Tenant wishes to assign the Lease to a Charitable Incorporated Organisation.
- C The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed.
- D The Landlord is entitled to the immediate reversion to the Lease.
- E 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 9 th July 2001 and made between (1) the Landlord and (2) Roger William Mobbs, Mervyn Warner, Mark Richard Brooks and John Clayton
Property	Land and buildings on the south side of James Whatman Way, Maidstone also known as the Boathouse at the Maidstone Barracks, Kent 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 A reference to the Lease includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 Unless expressly provided otherwise in this deed, 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 includes 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 include the plural and in the plural include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender includes 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 interpreted as illustrative and shall not limit the sense of the words 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 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 below:
- 2.1.1 Clause 2(6)(b) of the Lease shall be deleted and replaced with the following:

“Subject to 2(6)(c), an assignment of the whole of the property to Maidstone Invicta Rowing Club is permitted and thereafter, subject to the Landlord’s consent (not to be unreasonably withheld) to:

- i. any charity to which the assets and liabilities of the Tenant are transferred to or amalgamated with; or*
- ii. any charity with similar charitable purposes to the Tenant.*

2.1.2 A new clause 2(6)(c) shall be incorporated as follows:

“The Landlord and Tenant agree that for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment referred to in clause 2(6)(b) subject to all or any of the following conditions:

- i. a condition that the Tenant produces sufficient evidence as required by the Landlord in order for the Landlord to assess the suitability of the proposed assignee”*

2.1.3 A new clause 2(6)(d) shall be incorporated as follows:

“The Landlord and Tenant agree that, for the purposes of section 19(1A) of the Landlord and Tenant Act 1927, the Landlord may refuse its consent to an assignment

- i. if in the Landlord's reasonable opinion the assignee does not purport to have a similar charitable purpose to the Tenant of that as a rowing club”*

2.1.4 A new clause 2(6)(e) shall be incorporated as follows:

“Any proposed assignee must enter into a direct Deed of Covenant with the Landlord (at the sole reasonable expense of the Tenant) in the terms of the annexed draft prior to or contemporaneously with such assignment”

2.1.5 Clause 2(13) of the Lease shall be deleted and replaced with the following:

“At all times during this Agreement to keep all structures and buildings from time to time forming part of the property except the three existing boat huts shown on the plan annexed and all plant equipment and fixtures therein insured against loss or damage by fire explosion storm tempest aircraft or civil disturbance third party liability and such other risks as the Tenant from time to time in its absolute discretion may think fit to insure against (“the Insured Risks”) in some responsible office in a sum equal to the full reinstatement value thereof and wherever reasonably required to produce to the Landlord or his agent the policy of insurance and the receipt for the last premium in respect of such insurance and in case of destruction or damage of any of the said buildings by any of the causes hereinbefore mentioned then and as often as the same shall happen the monies received in respect of such insurance shall forthwith be laid out in rebuilding repairing or otherwise reinstating the same in a good and substantial manner to the reasonable satisfaction of the Landlord within 18 months of the

destruction or damage of the Tenant making good any shortfall in the insurance monies out of its own monies”

- 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 contained in the Lease with effect from the date of this deed.

3 Tenant's covenant

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

4 Registration of this deed

- 4.1 Promptly following the completion of this deed, the Tenant shall apply to register this deed at HM Land Registry against the Tenant's registered title number K827865.
- 4.2 The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.
- 4.3 Within one month after completion of the registration, the Tenant shall send to the Landlord official copies of the registered title.

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 agreement has been entered into as a deed on the date stated at the beginning of it.

The Corporate Seal of the)
Secretary of State for Defence)
hereunto affixed is authenticated by)

.....
Authorised by the Secretary of State for
Defence

Signed as a deed by **Mervyn Warner**
in the presence of:

.....
SIGNATURE OF WITNESS
NAME:
ADDRESS:
OCCUPATION:

Signed as a deed by **Mark Richard
Brooks**
in the presence of:

.....
SIGNATURE OF WITNESS
NAME:
ADDRESS:
OCCUPATION: