

**These are the notes referred to on the following official copy**

Title Number SYK613068

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED

1 April 2021

**LICENCE TO ASSIGN AND DEED OF VARIATION**

relating to

Lease of Weston Park Museum

between

**The Sheffield City Council**

and

**Sheffield Galleries & Museums Trust**

and

**Sheffield Museums Trust**

## CONTENTS

---

### CLAUSE

1. Interpretation.....	2
2. Consent to assign.....	4
3. Obligations relating to the assignment.....	5
4. The right of re-entry in the Lease.....	5
5. Indemnity.....	5
6. Notices.....	5
7. Liability.....	6
8. Third party rights.....	6
9. Registration at the Land Registry.....	6
10. Governing Law.....	6
11. Jurisdiction.....	6

### SCHEDULE

Schedule 1 Variations to the Lease.....	7
1.....	7

This deed is dated 1 April 2021

HM Land Registry

Landlord's title number: SYK613068

Tenant's title number: SYK621319

## Parties

- (1) **THE SHEFFIELD CITY COUNCIL** as the corporate trustee of WESTON PARK TRUST, a registered charity in England and Wales (number 1112685) whose principal office is at Town Hall, Pinstone Street, Sheffield S1 2HH (**Landlord**)
- (2) **SHEFFIELD GALLERIES & MUSEUMS TRUST** a registered charity in England and Wales (number 1068850), a company limited by guarantee incorporated and registered in England and Wales with company number 03527746 whose registered office is at Riverside East, 2 Millsands, Sheffield, South Yorkshire, S3 8DT (**Tenant**)
- (3) **SHEFFIELD MUSEUMS TRUST** a registered charity in England and Wales (number ), a company limited by guarantee incorporated and registered in England and Wales with company number 13063156 whose registered office is at Leader House, Surrey Street, Sheffield, South Yorkshire, S1 2LH (**Assignee**)

## BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord to that assignment.
- (E) Notwithstanding the prohibition on dealings in the Lease, the Landlord has agreed to permit the Assignment as a personal concession to the Tenant and the Assignee and subject to the terms contained in this Licence.

## AGREED TERMS

### 1. Interpretation

The following definitions and rules of interpretation apply in this licence.

#### 1.1 Definitions:

**Assignee's Solicitors:** Irwin Mitchell LLP of Riverside East, 2 Millsands, Sheffield, South Yorkshire, S3 8DT (reference GW/05375850-1).

**Assignment Date:** the date of the assignment of the Lease to the Assignee.

**Electronic Payment:** payment by electronic means in same day cleared funds from an account held in the name of the Assignee's Solicitors at a clearing bank to an account in the name of the Landlord's Solicitors.

**Landlord's Solicitors:** Sheffield City Council, Legal Services, Town Hall, Pinstone Street, Sheffield S1 2HH (reference Conv/DJW/092619).

**Lease:** a lease of Weston Park Museum dated 29 August 2014 made between (1) The Sheffield City Council and (2) Sheffield Galleries & Museums Trust and all documents supplemental or collateral to that lease.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Property:** Weston Park Museum, Western Bank, Sheffield S10 2TP as more particularly described in and demised by the Lease.

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in clause 1.4 and clause 2, references to the **Assignee** include a reference to its successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 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 licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.10 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 A reference to **writing** or **written** includes fax but not email.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.16 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the Schedules.
- 1.17 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.
- 1.18 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

## 2. Consent to assign

- 2.1 Subject to clause 2.2, and notwithstanding the prohibition on assignment at clause 2(16) of the "Existing Lease" as defined in the Lease, the Landlord consents to the Tenant assigning the Lease to the Assignee.
- 2.2 The consent given by clause 2.1 is valid for three months from (and including) the date of this licence. If that consent ceases to be valid before the assignment is completed, all the terms of this licence (except clause 2.1) shall remain in force.
- 2.3 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.

- 2.4 Any sum which becomes due under the Lease after completion of the assignment but which relates to any period before completion of the assignment shall be payable in full by the Assignee.
- 2.5 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.
- 2.6 Starting on the Assignment Date, the variations to the Lease set out in Schedule 1 will apply.

**3. Obligations relating to the assignment**

- 3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.
- 3.2 Immediately following completion of the assignment, the Assignee shall notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent.
- 3.3 Within one month after completion of the assignment, the Assignee shall:
- (a) notify the Landlord of completion; and
  - (b) send the Landlord a certified copy of the assignment.

**4. The right of re-entry in the Lease**

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occurs.

**5. Indemnity**

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of their respective obligations in this licence.

**6. Notices**

- 6.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address given for that party in this licence or as otherwise notified in writing to each other party.
- 6.2 A notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

6.3 A notice given under this licence is not valid if sent by fax or email.

6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **7. Liability**

7.1 The obligations of each of the Tenant and the Assignee in this licence are owed to the Landlord.

## **8. Third party rights**

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

## **9. Registration at the Land Registry**

The Assignee shall:

- (a) apply for registration of the assignment at HM Land Registry within one month following completion of the assignment;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its registration application are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month after the registration has been completed.

## **10. Governing Law**

This licence 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.

## **11. Jurisdiction**

Each party to this licence 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 licence or its subject matter or formation.

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





## **Schedule 1 Variations to the Lease**

For all purposes of the Lease:

- 1.1 Any reference to Service Agreement shall be construed as referring to the services agreement made the date hereof between (1) the Landlord and (2) the Assignee.
- 1.2 Clause 2(11) of the "Existing Lease" shall be deleted and replaced by the following:
  - (a) "Not to use or permit or suffer to be used the demised premises for any other purpose than as a Museum and as an Art Gallery (within the meaning of each in the Public Libraries and Museums Act 1964) together with ancillary shop café and staff accommodation and such other ancillary activities as are compatible with the Objects of Sheffield Museums Trust at the date hereof and in accordance with the charitable status of the demised premises (or any amendment thereto in accordance with the Charities Act 2011)"

EXECUTED AS A DEED by affixing the Common Seal of THE SHEFFIELD CITY COUNCIL in the presence of: -

.....  
*David Jelks*

*[Signature]*

Duly authorised officer



21.1622.2519

EXECUTED AS DEED by SHEFFIELD GALLERIES & MUSEUMS TRUST acting by \_\_\_\_\_, a director, and \_\_\_\_\_, a director.

.....

Director

.....

Director

EXECUTED AS DEED by SHEFFIELD MUSEUMS TRUST acting by \_\_\_\_\_, a director, and \_\_\_\_\_ a director

.....

Director

.....

Director OR Secretary

**DATED**

1 April 2021

**LICENCE TO ASSIGN AND DEED OF VARIATION**

**relating to**

Lease of Weston Park Museum

between

**The Sheffield City Council**

and

**Sheffield Galleries & Museums Trust**

and

**Sheffield Museums Trust**

# CONTENTS

---

## CLAUSE

1. Interpretation .....	2
2. Consent to assign.....	4
3. Obligations relating to the assignment.....	5
4. The right of re-entry in the Lease.....	5
5. Indemnity .....	5
6. Notices .....	5
7. Liability .....	6
8. Third party rights.....	6
9. Registration at the Land Registry .....	6
10. Governing Law.....	6
11. Jurisdiction.....	6

## SCHEDULE

Schedule 1 Variations to the Lease.....	7
1.....	7

This deed is dated 1 April 2021

**HM Land Registry**

**Landlord's title number: SYK613068**

**Tenant's title number: SYK621319**

## **Parties**

- (1) **THE SHEFFIELD CITY COUNCIL** as the corporate trustee of WESTON PARK TRUST, a registered charity in England and Wales (number 1112685) whose principal office is at Town Hall, Pinstone Street, Sheffield S1 2HH (**Landlord**)
- (2) **SHEFFIELD GALLERIES & MUSEUMS TRUST** a registered charity in England and Wales (number 1068850), a company limited by guarantee incorporated and registered in England and Wales with company number 03527746 whose registered office is at Riverside East, 2 Millsands, Sheffield, South Yorkshire, S3 8DT (**Tenant**)
- (3) **SHEFFIELD MUSEUMS TRUST** a registered charity in England and Wales (number ), a company limited by guarantee incorporated and registered in England and Wales with company number 13063156 whose registered office is at Leader House, Surrey Street, Sheffield, South Yorkshire, S1 2LH (**Assignee**)

## **BACKGROUND**

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord to that assignment.
- (E) Notwithstanding the prohibition on dealings in the Lease, the Landlord has agreed to permit the Assignment as a personal concession to the Tenant and the Assignee and subject to the terms contained in this Licence.

## **AGREED TERMS**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this licence.

#### **1.1 Definitions:**

**Assignee's Solicitors:** Irwin Mitchell LLP of Riverside East, 2 Millsands, Sheffield, South Yorkshire, S3 8DT (reference GW/05375850-1).

**Assignment Date:** the date of the assignment of the Lease to the Assignee.

**Electronic Payment:** payment by electronic means in same day cleared funds from an account held in the name of the Assignee's Solicitors at a clearing bank to an account in the name of the Landlord's Solicitors.

**Landlord's Solicitors:** Sheffield City Council, Legal Services, Town Hall, Pinstone Street, Sheffield S1 2HH (reference Conv/DJW/092619).

**Lease:** a lease of Weston Park Museum dated 29 August 2014 made between (1) The Sheffield City Council and (2) Sheffield Galleries & Museums Trust and all documents supplemental or collateral to that lease.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Property:** Weston Park Museum, Western Bank, Sheffield S10 2TP as more particularly described in and demised by the Lease.

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in clause 1.4 and clause 2, references to the **Assignee** include a reference to its successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 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 licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.10 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 A reference to **writing** or **written** includes fax but not email.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.16 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the Schedules.
- 1.17 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.
- 1.18 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2. Consent to assign**

- 2.1 Subject to clause 2.2, and notwithstanding the prohibition on assignment at clause 2(16) of the "Existing Lease" as defined in the Lease, the Landlord consents to the Tenant assigning the Lease to the Assignee.
- 2.2 The consent given by clause 2.1 is valid for three months from (and including) the date of this licence. If that consent ceases to be valid before the assignment is completed, all the terms of this licence (except clause 2.1) shall remain in force.
- 2.3 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.



2.4 Any sum which becomes due under the Lease after completion of the assignment but which relates to any period before completion of the assignment shall be payable in full by the Assignee.

2.5 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

2.6 Starting on the Assignment Date, the variations to the Lease set out in Schedule 1 will apply.

### **3. Obligations relating to the assignment**

3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.

3.2 Immediately following completion of the assignment, the Assignee shall notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent.

3.3 Within one month after completion of the assignment, the Assignee shall:

- (a) notify the Landlord of completion; and
- (b) send the Landlord a certified copy of the assignment.

### **4. The right of re-entry in the Lease**

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occurs.

### **5. Indemnity**

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of their respective obligations in this licence.

### **6. Notices**

6.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address given for that party in this licence or as otherwise notified in writing to each other party.

6.2 A notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

6.3 A notice given under this licence is not valid if sent by fax or email.

6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **7. Liability**

7.1 The obligations of each of the Tenant and the Assignee in this licence are owed to the Landlord.

## **8. Third party rights**

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

## **9. Registration at the Land Registry**

The Assignee shall:

- (a) apply for registration of the assignment at HM Land Registry within one month following completion of the assignment;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its registration application are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month after the registration has been completed.

## **10. Governing Law**

This licence 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.

## **11. Jurisdiction**

Each party to this licence 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 licence or its subject matter or formation.

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

## Schedule 1 Variations to the Lease

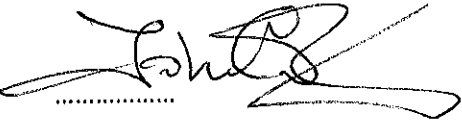
For all purposes of the Lease:


- 1.1 Any reference to Service Agreement shall be construed as referring to the services agreement made the date hereof between (1) the Landlord and (2) the Assignee.
- 1.2 Clause 2(11) of the "Existing Lease" shall be deleted and replaced by the following:
  - (a) "Not to use or permit or suffer to be used the demised premises for any other purpose than as a Museum and as an Art Gallery (within the meaning of each in the Public Libraries and Museums Act 1964) together with ancillary shop café and staff accommodation and such other ancillary activities as are compatible with the Objects of Sheffield Museums Trust at the date hereof and in accordance with the charitable status of the demised premises (or any amendment thereto in accordance with the Charities Act 2011)"

**EXECUTED AS A DEED** by affixing the Common Seal of **THE SHEFFIELD CITY COUNCIL** in the presence of: -

.....  
Duly authorised officer

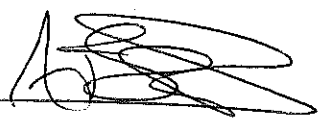
**EXECUTED AS DEED** by **SHEFFIELD GALLERIES & MUSEUMS TRUST** acting by **J. COWLING**, a director, and **C. BIGGIN**, a director.


.....  


Director  


Director

**EXECUTED AS DEED** by **SHEFFIELD MUSEUMS TRUST** acting by  
, a director, **A-SINGH**  
and **N. MALDONALD**  
a director

.....  
Director  


.....  
  
Director GR-Secretary