



**DATED**

**2021**

**(1) CARDIFF AND VALE UNIVERSITY HEALTH BOARD**

**- and -**

**(2) VELINDRE UNIVERSITY NATIONAL HEALTH SERVICE TRUST**

**DEED OF CLARIFICATION**

relating to  
land at Whitchurch Hospital and land at  
Velindre Cancer Centre, Cardiff

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**HM LAND REGISTRY**  
**Land Registration Act 2002**

THIS DEED is made on

2021

BETWEEN the First Party and the Second Party specified in the Particulars.

**1. PARTICULARS**

**First Party:** **CARDIFF AND VALE UNIVERSITY HEALTH BOARD** of University Hospital of Wales, Health Park, Cardiff CF14 4XW

**Second Party:** **VELINDRE UNIVERSITY NATIONAL HEALTH SERVICE TRUST** of Corporate Headquarters, Unit 2 Charnwood Court, Parc Nantgarw, Nantgarw, Cardiff CF14 4XW

**First Party's Property:** the freehold property known as land at Whitechurch Hospital Whitechurch, Cardiff being part of the land registered at the Land Registry under title number WA907785 and shown edged red on Plan 1

**Second Party's Property** the freehold property known as:

- (a) land lying to the north of Velindre Road, Whitechurch, Cardiff being part of the land registered at the Land Registry under title number CYM 608975 and shown edged red on Plan 2;
- (b) Velindre Hospital, Whitechurch, Cardiff being the land registered at the Land Registry under title number CYM 791503 and shown edged red on Plan 3; and
- (c) land lying to the north of Velindre Road, Whitechurch, Cardiff being part of the land registered at the Land Registry under title number CYM 608975 and shown edged red on Plan 4

**Title Documents** each and every document outlined in the Schedule and all documents supplemental or collateral to those documents

**Title Numbers**

- (a) WA907785;
- (b) CYM608975; and
- (c) WA791503

**2. DEFINITIONS**

In this Deed the terms set out in the Particulars have the respective meanings given there and (unless the context otherwise requires):

**"Covenants"** means all covenants contained in the Title Documents;

"Encumbrances" means all encumbrances contained in the Title Documents;

"Plan" means the plans annexed to this Deed at the Appendix and numbered accordingly;

"Particulars" means the particulars in clause 1; and

"Rights" means all rights (whether granted or reserved) contained in the Title Documents.

### **3. INTERPRETATION**

In this Deed (unless the context otherwise requires):

- 3.1 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
- 3.2 words importing persons include firms, companies and bodies corporate and vice versa;
- 3.3 words importing the singular shall include the plural and vice versa;
- 3.4 words importing any one gender shall include either other gender;
- 3.5 the headings, contents list and frontsheet are all for reference only and shall not affect construction;
- 3.6 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;
- 3.7 an obligation to do something includes an obligation to procure it to be done;
- 3.8 Reference in this Deed to the First Party' Property and the Second Party's Property include any part of them; and
- 3.9 an obligation not to do something includes an obligation not to allow it to be done.

### **4. SUPPLEMENTAL**

This Deed is supplemental to the Title Documents.

### **5. FIRST PARTY'S RELEASE**

- 5.1 In consideration of the sum of one pound (£1.00) paid by the Second Party to the First Party (receipt of which the First Party acknowledges) the First Party hereby releases with full title guarantee the Second Party and its successors in title and the Second Party's Property from all Rights, Covenants and Encumbrances in so far as they effect the First Party's Property to the intent that the Rights, Covenants and Encumbrances are extinguished from the date of this Deed.
- 5.2 The First Party covenants that it has full power and authority to effect the release contained in clauses 5.1.

### **6. SECOND PARTY'S RELEASE**

- 6.1 In consideration of the sum of one pound (£1.00) paid by the First Party to the Second Party (receipt of which the Second Party acknowledges) the Second Party hereby releases with full

title guarantee the First Party and its successors in title and the First Party's Property from all Rights, Covenants and Encumbrances in so far as they effect the Second Party's Property to the intent that the Covenants and Encumbrances are extinguished from the date of this Deed.

- 6.2 The Second Party covenants that it has full power and authority to effect the release in clause 6.1.

## **7. TITLE DOCUMENTS REMAIN EFFECTIVE**

It is agreed and declared that, except to the extent that the Rights, Covenants and Encumbrances are released by this Deed and in so far as the Title Documents continue to attach to any property which does not form part of the First Party's Property or the Second Party's Property, the Rights, Covenants and Encumbrances shall remain in full force and effect over such property.

## **8. THIRD PARTIES**

A person who is not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **9. REGISTRATION**

- 9.1 At the Second Party's own expense it will promptly apply to the Land Registry under rule 129 of the Land Registration Rules 2003 so as to procure that the release effected by this Deed is duly registered and noted against the Title Numbers in so far as it relates to the First Party's Property and the Second Party's Property and, as soon as practicable after such registration, provide the First Party with an official copy of the registers relating to such titles showing such releases.

- 9.2 The parties agree and consent to the cancellation of the restriction noted on the Proprietorship Register of title number CYM608975 in relation to the transfer dated 14 January 2014 made between (1) the First Party and (2) the Second Party ("Restriction").

- 9.3 The First Party shall at the First Party's own expense it will promptly apply to the Land Registry to remove the Restriction from title number CYM608975.

## **10. DELIVERY**

This Deed is executed as a Deed and the parties intend that it is delivered today.

**SCHEDULE: DOCUMENTS**

	<i>Document</i>	<i>Date</i>	<i>Parties</i>
1.	Transfer Deed	29 March 1996	(1) the Secretary of State for Wales; and (2) the Second Party
2.	Transfer Deed	14 January 2014	(1) the First Party; and (2) the Second Party
3.	Option Agreement	14 January 2014	(1) the First Party; and (2) the Second Party
4.	Rectification Deed	30 September 1999	(1) Cardiff and District Community NHS Trust; (2) National Assembly for Wales; and (3) the Second Party

Executed as a deed by **CARDIFF & VALE** )  
**UNIVERSITY LOCAL HEALTH** )  
**BOARD:** )

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_  
**Authorised signatory**

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_  
**Authorised signatory**

Executed as a deed by the affixing of the )  
common seal of **VELINDRE UNIVERSITY** )  
**NATIONAL HEALTH SERVICE TRUST:** )

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_  
**Authorised signatory**

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_  
**Authorised signatory**