

Dated: 1st April 2019

(1) Stradbroke Parish Council

Mill Hill House, Church Lane, Wickham Skeith

Suffolk IP23 8NA

(2) Stradbroke Trust

Hayfield House, Neaves Lane, Stradbroke,

Suffolk IP21 5JE

Deed of Surrender

This deed is dated 1st April 2019

Parties

- (1) Stradbroke Parish Council - Mill Hill House, Church Lane, Wickham Skeith, Suffolk. IP23 8NA ("Landlord").
- (2) The Stradbroke Trust – Charity Number 1165750 – Hayfield House, Neaves Lane, Stradbroke. Suffolk IP21 5JE ("Tenant").

Background

- (A) This deed is supplemental to the Lease and the parties have agreed to enter into it.
- (B) The Landlord is now entitled to the immediate reversion to the Lease.
- (C) Authorised on behalf of Parish Council to sign – James Hargrave and Chris Edwards
- (D) Authorised on behalf of Stradbroke Trust to sign – Peter Smith and Roger Turkington

Agreed terms

1. Interpretation

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

1.1 Definitions:

Lease a lease of 50 years dated 8th November 1996 and made between the Landlord and Stradbroke Health Trust, (assigned to the Tenant on 30th January 2019), and all documents supplemental or collateral thereto;

Property Land at Wilby Road, Stradbroke Suffolk as more particularly described in and demised by the Lease;

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 A reference to a document is a reference to that document as varied or assigned (in each case, other than in breach of the provisions of this deed) at any time.

1.10 References to clauses are to the clauses of this deed.

1.11 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease.

1.12 The expressions landlord covenant and tenant covenant each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

2. **Surrender**

2.1 In consideration of the release pursuant to clause 3 and clause 4; the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender.

2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

3. **Release of the Tenant**

The Landlord releases the Tenant from all the tenant covenants of the Lease and from all liability for any subsisting breach of any of them.

4. **Release of the Landlord**

The Tenant releases the Landlord and its predecessors in title from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them.

5. **HM Land Registry requirements**

5.1 On the date of this deed, the Tenant shall deliver to the Landlord, the Lease and the original part of this deed together with all supplemental documents.

5.2 The Tenant shall, within five working days of any written request from the Landlord, supply the Landlord with all further documents and information required in connection with any requisition raised by HM Land Registry in relation to any applications the Landlord makes in relation to this Deed.

6. **Charity Act Statement**

The Lease surrendered is held by the Stradbroke Trust, a non-exempt charity and this surrender is not one falling within s117(3) of the Charities Act 2011 so that the restrictions on disposition imposed by s117 to 121 of that Act apply to the land

7. **Third Party Rights**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

In witness this document has been signed as a deed and delivered on the date first above written.

Executed as a deed by the Landlord acting by:

Councillor: James Hargrave

Councillor: Chris Edwards

Executed as a deed by the Tenant acting by:

Trustee: Peter Smith

Trustee: Roger Turkington

Signature of witness

Name of witness

Address of witness: