

Dated

2018

- (1) The National Trust for Places of Historic Interest**
- (2) The Parish Council of the Parish of Avebury**

Deed of Surrender

relating to

Avebury Sports Field, Pavilion and Recreational Ground, Avebury, Wiltshire

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Date: [2017]

HM Land Registry

Landlord's title number: WT260687

Administrative area: Wiltshire

This deed is dated [2017]

Parties

- (1) THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY of HEELIS, KEMBLE DRIVE, SWINDON, SN2 2NA (**Landlord**).
- (2) THE PARISH COUNCIL OF THE PARISH OF AVEBURY of [] (**Tenant**).

Introduction

- A This deed is supplemental to the Lease.
- B The Landlord remains entitled to the immediate reversion to the Lease.
- C The residue of the term granted by the Lease remains vested in the Tenant.
- D The Landlord and the Tenant have agreed to enter into this deed.

Agreed terms

1 Interpretation

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

1.1 Definitions:

Annual Rent	the rent reserved pursuant to clause 4 of the Lease.
HMLR	HM Land Registry.
Landlord's Conveyancer	Browne Jacobson LLP, Mowbray House, Castle Meadow Road, Nottingham, NG2 1BJ (ABRO04/ 0322590248) or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.
Lease	a lease of Avebury Sports Field, Pavilion and Recreational Ground dated 13 November 1991 and made between The National Trust for Places of Historic Interest or Natural Beauty and The Parish Council of the Parish of Avebury and all documents supplemental or collateral to that lease.
Property	Avebury Sports Field, Pavilion and Recreational Ground, Avebury, Malborough, Wiltshire as more particularly described in and demised by the Lease.
VAT	value added tax chargeable under the Value Added Tax Act

1994 and any similar replacement tax and any similar additional tax.

- 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) [and that person's personal representatives, successors and permitted assigns].
- 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 **writing** or **written** includes fax but not email.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this deed) at any time.
- 1.11 References to clauses are to the clauses of this deed.
- 1.12 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.
- 1.13 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 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 releases in clause 3 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 Releases

3.1 Subject to clause 3.2:

3.1.1 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; and

3.1.2 the Tenant releases the Landlord and its predecessors in title and any other person that was at any time entitled to the immediate reversion to the Lease from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them.

3.2 The releases set out in clause 3.1.1 and clause 3.1.2 are conditional upon the surrender of the Lease pursuant to clause 2.1 taking effect so that, if the surrender of the Lease pursuant to clause 2.1 does not take effect for any reason whatsoever, the releases set out in clause 3.1.1 and clause 3.1.2 shall also not take effect.

4 Documents and HMLR requirements

4.1 On the date of this deed, the Tenant shall:

4.1.1 deliver to the Landlord, or to the Landlord's Conveyancer:

(a) the Lease;

(b) the original part of this deed; and

5 Joint and several liability

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this deed. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant without affecting the liability of any other of them.

6 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.

7 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

Executed as a deed by affixing the
common seal of **THE NATIONAL TRUST
FOR PLACES OF HISTORIC INTEREST
OR NATURAL BEAUTY** in the presence of:

Authorised Signatory _____

Number in Sealing Register _____

Signed as a deed by * in the presence of:

Signature _____

Name _____

Address _____