

DATED

DEED OF SURRENDER

relating to

**Room 3, Bletchley Library,
Westfield Road, Bletchley, Milton Keynes MK2 2RA**

between

MILTON KEYNES CITY COUNCIL

and

BLETCHLEY AND FENNY STRATFORD TOWN COUNCIL

Milton Keynes City Council
Legal Services, Civic
1 Saxon Gate East
Central Milton Keynes
MK9 3EJ

Ref: Legal/MA/027089

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This Deed is dated

HM Land Registry

Landlord's title number: BM309834

Tenant's title number: BM428556

Administrative Area: MILTON KEYNES

PARTIES

- (1) **MILTON KEYNES CITY COUNCIL** of 1 Saxon Gate East, Central Milton Keynes, MK9 3EJ (Landlord)
- (2) **BLETCHLEY AND FENNY STRATFORD TOWN COUNCIL** of Sycamore House, Drayton Road, Bletchley, Milton Keynes MK2 3RR

BACKGROUND

- (A) This deed is supplemental 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 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:

Lease: a lease of the Property dated 24 October 2018 and made between (1) The Council of the Borough of Milton Keynes (2) Bletchley and Fenny Stratford Town Council and all documents supplemental or collateral to that lease

Property: Room 3, Bletchley Library, Westfield Road, Bletchley, Milton Keynes MK2 2RA 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) 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 release by the Landlord pursuant to clause 3 the Tenant surrenders and yields up to the Landlord 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 from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them

5. 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

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

THE COMMON SEAL of)
MILTON KEYNES CITY COUNCIL)
was hereunto affixed)
in the presence of:)

.....
Authorised Signatory
Name:

THE COMMON SEAL of)
BLETCHLEY AND FENNY STRATFORD)
TOWN COUNCIL)
was hereunto affixed)
in the presence of:)

.....
Authorised Signatory
Name: