



DATED

2015

DEED OF SURRENDER

relating to

**LAND AND BUILDINGS AT KING GEORGE V PLAYING FIELD, OLD HALE WAY,
HITCHIN, HERTFORDSHIRE**

between

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

**GERALT RYHS MORGAN, CHRISTOPHER DUVAL JONES AND JOHN DREW AS TRUSTEES OF
THE HITCHIN RUGBY FOOTBALL CLUB**

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This deed is dated

PARTIES

- (1) NORTH HERTFORDSHIRE DISTRICT COUNCIL of Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire, SG6 3JF (**Landlord**).
- (2) GERALT RHYS MORGAN or 209 Cambridge Road, Hitchin, Hertfordshire, SG4 0JP, CHRISTOPHER DUVAL JONES of 69 Bearton Green, Hitchin, Hertfordshire, SG5 1UG and JOHN DREW of 63 Highover Way, Hitchin, Hertfordshire acting as Trustees of the Hitchin Rugby Football Club (**Tenant**).

BACKGROUND

- (A) This deed is supplemental to the Agreements.
- (B) The Landlord is entitled to the immediate reversion to the Agreements.
- (C) The residue of the terms granted by the Agreements are vested in the Tenant.
- (D) The Landlord and the Tenant have agreed to enter into this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause 1 apply in this deed.

Agreements: the Lease and the Management Agreement

Landlord's Conveyancer: The Corporate Legal Manager, North Hertfordshire District Council, Council Offices, Gernon Road, Letchworth, SG6 3JF

Lease: a lease of land at King George's Field, Hitchin, Hertfordshire dated 15 March 1994 and made between North Hertfordshire District Council (1) and Brian Anthony John Chapman Christopher Duval Jones and Gerralt Rhys Morgan (2), and all documents supplemental or collateral to that lease.

Management Agreement: a Management Agreement dated 29 November 2002 and made between Geralt Ryhs Morgan, Christopher Duval Jones and John Drew as the Trustees of the Hitchin Rugby Football Club (1) and North Hertfordshire District Council (2) and all documents supplemental or collateral to that management agreement

Property: The land, club house, changing rooms bungalow and garage at the King George V Playing field, Old Hale Way, Hitchin as more particularly described in and demised by the Agreements.

- 1.2 Clause headings do 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 Words in the singular shall include the plural and vice versa.
- 1.5 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 or permitted assigns.
- 1.7 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this agreement, taking account of any amendment or re-enactment.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes faxes but not e-mail.
- 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 agreement) at any time.
- 1.11 References to clauses are to the clauses of this deed.
- 1.12 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words 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 Agreements.
- 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, 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 Agreements shall merge and be extinguished in the reversion immediately expectant on the termination of the Agreements.

3. RELEASE OF THE TENANT

The Landlord releases the Tenant and its predecessors in title from all the tenant covenants of the Agreements 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 to the immediate reversion to the Agreements from all the landlord covenants of the Agreements and from all liability for any subsisting breach of any of them.

5. DOCUMENTS

On the date of this deed, the Tenant shall deliver to the Landlord, or to the Landlord's Conveyancer the Lease, the Management Agreement and the original part of this deed.

6. LIABILITY

If the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this deed. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

7. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under or in connection with it.

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

Executed as a deed by applying the
Common Seal of NORTH
HERTFORDSHIRE DISTRICT
COUNCIL in the presence of:

.....
Authorised Signatory

Signed as a Deed by BRYAN
ANTHONY JOHN CHAPMAN in the
presence of:

Witness signature:.....

.....
B A J CHAPMAN

Witness name:.....

Witness
address:.....
.....

Witness occupation.....

Signed as a Deed by
CHRISTOPHER DUVAL JONES in
the presence of:

Witness signature:.....

.....
C D JONES

Witness name:.....

Witness
address:.....
.....

Witness occupation.....

Signed as a Deed by GERALT
RYHS MORGAN in the presence
of:

Witness signature:.....

.....
G R MORGAN

Witness name:.....

Witness
address:.....
.....

Witness occupation.....

