

Dated 1 October 2017

- (1) Ambitions Academies Trust
- (2) Trinidad Tiddlywinks Pre-School Group

## Deed of Surrender

relating to

Lease of premises at Manorside School, Poole

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Date: 1 October 2017

**Parties**

- (1) **AMBITIONS ACADEMIES TRUST** incorporated and registered in England and Wales with company number 07977940 whose registered office is at Manorside Academy, Everying Avenue, Poole, Dorset BH12 4JG (**Landlord**).
- (2) **TRINIDAD TIDDLYWINKS PRE-SCHOOL GROUP** (A Charitable Incorporated Organisation registered with the Charity Commission under CIO No. 1157649) of 387 Verity Crescent, Poole, Dorset BH17 8TS (**Tenant**).

**Introduction**

- A This deed is supplemental to the Lease.
- B The Landlord is now 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:**

<b>HMLR</b>	HM Land Registry.
<b>Landlord's Conveyancer</b>	Browne Jacobson LLP of Victoria Square House, Victoria Square, Birmingham B2 4BU (Ref: PKAU02/0379930043).
<b>Lease</b>	a lease of the Property dated 5 March 2015 and made between (1) The Council of the Borough and County of the Town of Poole and (2) Trinidad Tiddlywinks Pre-School Group and all documents supplemental or collateral to that lease.
<b>Property</b>	the premises at Manorside School, Poole as more particularly described in and demised by the Lease.
<b>VAT</b>	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).

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:
  - 2.1.1 £1.00 (excluding VAT) paid by the Landlord to the Tenant (of which the Tenant acknowledges receipt); and
  - 2.1.2 £1.00 (excluding VAT) paid by the Tenant to the Landlord (of which the Landlord acknowledges receipt);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

3.1.2 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

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.

3.3

#### 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; and

(b) the original part of this deed.

#### 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 Charities Act 2011

The Property is held by the Tenant, a non-exempt charity, but this transfer (or as the case may be) is one falling within paragraph (c) of section 117(3) of the Charities Act 2011

#### 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.

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

Executed as a Deed by  
AMBITIONS ACADEMIES  
TRUST acting by a  
director in the  
presence of:

*[Handwritten Signature]*

.....  
Witness' Signature

STEPHANIE MARSTON

.....  
Witness' Full name

11 SANDRINGHAM PLACE  
20 BOBORGAN ROAD  
BOURNEMOUTH B17 6NR

.....  
Witness' Address

BUSINESS + HR OFFICER

.....  
Witness' Occupation

*MCA Bramford*

.....  
Director

Executed as a Deed by  
TRINIDAD TIDDLYWINKS  
PRE-SCHOOL GROUP a  
Charitable Incorporated  
Organisation acting by

[ ] and  
[ ]:

.....  
Authorised Signatory

.....  
Authorised Signatory

Executed as a Deed by  
AMBITIONS ACADEMIES  
TRUST acting by a  
director in the  
presence of:

.....  
Director

.....  
Witness' Signature

.....  
Witness' Full name

.....  
.....  
.....  
Witness' Address

.....  
Witness' Occupation

Executed as a Deed by  
TRINIDAD TIDDLYWINKS  
PRE-SCHOOL GROUP a  
Charitable Incorporated  
Organisation acting by  
[VALERIE M TAYLOR ] and  
[SUSANA MORETON ]:

*VM Taylor*  
.....  
Authorised Signatory

*Susana A. Moreton*  
.....  
Authorised Signatory