

**DATED**

**2024**

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**DEED OF SURRENDER**

**relating to**

70 Mardol Shrewsbury

between

**Giles Nicholas Madin and RC Trustees Limited as Trustees of the Abbeycolor  
Self-Administered Pension Fund**

and

**Stephen Crane and Julie Kay Crane**

This deed is dated

2024

## **Parties**

- (1) **GILES NICHOLAS MADIN** of Mount House, The Bank, Pontesbury Hill, Pontesbury, Shropshire SY5 0XX and **RC TRUSTEES LIMITED** incorporated in England and Wales with company number 13042237 whose registered office is at 1a Park lane, Poynton, Stockport, Cheshire SK12 1RD as trustees for the **ABBEYCOLOR SELF-ADMINISTERED PENSION FUND (Landlord)**
- (2) **STEPHEN CRANE and JULIE KAY CRANE** of Frogs Den, Easthope, Much Wenlock, TF13 6DW (**Tenant**)

## **BACKGROUND**

- (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 is now vested in the Tenant.
- (D) The Tenant has occupied the Property since 17th February 2007 under similar terms set out in the Lease. The parties are entering into this deed in the event that the Lease is subsisting.

## **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 the Lease.

**Lease:** a lease of 70 Mardol Shrewsbury SY1 1PZ dated 14<sup>th</sup> October 2005 and made between (1) Adrian Anthony Handbury Madin, Janet Mary Madin, Simon Douglas Madin and Rea Brothers Trustees Limited as trustees of The Abbeycolor SELF Administered Pension and (2) William Paul Cleveley and Clara Jane Roberts and (3) Alan Pollard and all documents supplemental or collateral to that lease, in so far as the lease is subsisting.

**Property:** 70 Mardol Shrewsbury SY1 1PZ as more particularly described in and demised by the Lease.

**VAT:** value added tax or any equivalent tax chargeable in the UK

- 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 legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative 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 Landlord and the Tenant granting the releases contained in clause 5 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. Value added tax**

- 3.1 Each amount stated to be payable under or pursuant to this deed is exclusive of VAT (if any).
- 3.2 If any VAT is chargeable on any supply made by one party to the other party under or pursuant to this deed, the paying party shall pay to the other party an amount equal to that VAT, on receipt of a VAT invoice.

### **4. Repayment**

The Landlord agrees to reimburse the Tenant, within ten working days following completion of this deed, for any amount of Annual Rent paid in advance and for any VAT paid under the Lease in respect of the Property attributable to any period after completion of this deed.

### **5. Releases**

- 5.1 Subject to clause 5.2:

- (a) the Landlord releases the Tenant and its predecessors in title from all the tenant covenants of the Lease but without prejudice to any liability that has accrued before completion of this deed; and
- (b) the Tenant releases the Landlord and its predecessors in title from all the landlord covenants of the Lease but without prejudice to any liability that has accrued before completion of this deed.

- 5.2 The releases set out in clause 5.1(a) and clause 5.1(b) 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 5.1(a) and clause 5.1(b) shall also not take effect.

### **6. 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.

**7. Third Party Rights**

- 7.1 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.

**8. 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.

**9. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

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

SIGNED as a DEED by  
GILES NICHOLAS MADIN  
In the presence of;

Witness Signature:  
Witness Name:  
Witness Address:

SIGNED as a DEED by  
RC TRUSTEES LIMITED acting by a director

In the presence of;

Witness Signature:  
Witness Name:  
Witness Address:

SIGNED as a DEED by  
STEPHEN CRANE  
In the presence of;

Witness Signature:  
Witness Name:  
Witness Address:

SIGNED as a DEED by

JULIE KAY CRANE

In the presence of;

Witness Signature:

Witness Name:

Witness Address: