DMH Stallard

COMPLETED 3.11pm
EW/AS

DEED OF SURRENDER

DATED 30 SEPTEMBER 2024 DMH

1. PARTIES

(1) **DAGMAR PORDHAM and NICHOLAS PORDHAM** of Peters Farm, Orltons Lane, Rusper, West Sussex, RH12 4RN ("the **Landlord**")

(2) [redacted] of Peters Farm Cottage, Orltons Lane, Rusper, West Sussex, RH12 4RN ("the **Tenant**")

2. BACKGROUND

2.1 Dagmar Pordham is the freehold owner of Peters Farm, Orltons Lane, Rusper, West Sussex, RH12 4RN ("the **Property**") of which Peters Farm Cottage, Orltons Lane, Rusper, West Sussex, RH12 4RN forms part ("the **Cottage**").

2.2 The Tenant resides at the Cottage with the permission of the Landlord and has done so since the early 1980s. Since that date, the Tenant has worked on the Property for the Landlord to a greater or lesser degree.

2.3 The Tenant is no longer required to occupy the Cottage for the performance of her duties on the Property and, quite separately, the Landlord is in the process of marketing the Property for sale.

2.4 As a result of the above, the Landlord and the Tenant have agreed to enter into this deed.

3. AGREED TERMS

3.1 Clause headings shall not affect the interpretation of this deed.

3.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

3.3 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

3.4 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

3.5 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under the legislation or provision.

3.6 Reference to clauses are to the clauses in this deed.

3.7 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, definitions, phrase or term preceding those terms.

3.8 Reference to the Landlord includes a reference to the person entitled for the time being to the immediate reversion in the Property.

4. EFFECT OF THIS DEED

4.1 The Parties hereby agree that this Deed shall be fully and effectively binding on them from the date of completion of this Deed.

5. VACANT POSSESSION

5.1 Immediately prior to completion of this Deed the Tenant will give to the Landlord full vacant possession of the Cottage including free of any occupation by any third party and return the Cottage including the return of keys to the Cottage to the Landlord free from all third-party interest and empty of all the Tenant's chattels and belongings.

6. SURRENDER

6.1 In consideration of the releases contained in clause 7 the Tenant surrenders and yields up to the Landlord with full title guarantee all its estate, interest and rights in the Cottage whatsoever and the Landlord accepts the surrender.

Land the Property

7. RELEASES

7.1 This Deed is in full and final settlement of any actions, claims or rights that either party may have against the other in connection with the Cottage, its ownership, and the Tenant's occupation thereof and each party agrees not to bring any action against the other in relation to the same

7.2 Further subject to clause 7.3:

(a) The Landlord releases the Tenant from all the Tenant's covenants, if any, implied or otherwise in relation to the Cottage and from all liability for any subsisting breach of any of them or from any liability to the Landlord whatsoever in relation to the occupation of the Cottage; and

(b) The Tenant releases the Landlord and any person that was at any time entitled to the immediate reversion to the Cottage from all the Landlord's covenants, if any, implied or otherwise and from all liability for any subsisting breach of any of them or from any liability to the Tenant whatsoever in relation to the Cottage.

7.3 The releases set out in clause 7.2 (a) and clause 7.2 (b) are conditional upon both vacant possession being given by the Tenant in accordance with clause 5, and the surrender pursuant to clause 6 taking effect so that if vacant possession pursuant to clause 5 is not given or the surrender pursuant to clause 6 does not take effect for any reason whatsoever the releases set out in clause 7.2 (a) and clause 7.2 (b) shall not take effect.

8. THIRD PARTY RIGHTS

8.1 Except as expressly provided, a person 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.

9. GOVERNING LAW

9.1 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 an construed in accordance with the law of England and Wales.

10. JURISDICTION

10.1 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 dates stated at the beginning of it.

Signed as a deed by Nicholas Pordham

in the presence of:

[redacted]...

[redacted]

Landlord

Signature of witness

Witness name: REBECCA MARIA MARTIN

Witness address: GRIFFIN HOUSE
135 HIGH STREET
CRAWLEY
WEST SUSSEY, RH10 1DQ

Witness occupation: TRAINEE SOLICITOR

Signed as a deed by Dagmar Pordham

in the presence of:

[redacted]

[redacted]

Landlord

Signature of witness

Witness name: REBECCA MARIA MARTIN

Witness address: GRIFFIN HOUSE
135 GRIFFIN HOUSE
CRAWLEY
WEST SUSSEX, RH10 1DQ

Witness occupation: TRAINEE SOLICITOR

Signed as a deed by [redacted]

in the presence of:

.....

.....

Tenant

Signature of witness

Witness name:

Witness address:

Witness occupation: