

**THIS DEED OF SURRENDER is BETWEEN:**

(1) <<Landlord's Name>> a company (<<Landlord's Company>> under number <<Landlord's Registration Number>> whose registered office is at <<Landlord's Address>> (hereinafter referred to as the 'Landlord') and

(2) <<Tenant's Name>> a company (<<Tenant's Company>> under number <<Tenant's Registration Number>> whose registered office is at <<Tenant's Address>> (hereinafter referred to as the 'Tenant').

**BACKGROUND**

A. The landlord's interest under the Lease (as defined below) is now vested in the Landlord and the tenant's interest is now vested in the Tenant.

B. It has been agreed that the Tenant will surrender all the Tenant's estate and interest in the Premises to the Landlord (as defined below) in consideration of [the payment by the Landlord referred to in Clause 3 below and the Landlord will accept such surrender] (as defined below) and the Tenant will be released from all obligations and liabilities retained in Clause 4 below and the Tenant will be released from all obligations and liabilities retained in Clause 4 below and the Tenant will be released from all obligations and liabilities retained in Clause 4 below.

**1. DEFINITIONS**

1.1 In this deed, except where the context otherwise requires, the following terms shall have the following meanings:

'Landlord' includes the Landlord and its successors in title and the reversion in the Premises;

'Lease' means the Lease entered into between <<landlord>> and <<tenant>> dated <<date>> and made between <<date>> and <<date>>;

'Premises' means <<description of premises>>;

'Tenant' includes the Tenant and its successors in title who are or may be entitled to the Premises from the Term is from time to time.

**2. INTERPRETATIONS**

2.1 "The Lease" includes all documents supplemental to the Lease whether or not they are so described.

2.2 The clause heading shall not be construed to account for the purposes of interpretation or construction or interpretation.

**3. SURRENDER AND ACCEPTANCE**

3.1 In consideration of the sum of <<sum of money in words>> (£<< sum in figures >>)) paid by the Landlord to the Tenant (as defined in Clause 4 the Tenant acknowledges) and in consideration of the sum of <<sum of money in words>> (£<< sum in figures >>)) paid by the Tenant hereby (as defined in Clause 4 the Tenant surrenders and yields up to the Landlord all the Tenant's estate and interest and rights (as defined in Clause 4 the Tenant) in the Premises to the Landlord (as defined in Clause 4 the Tenant) on the term granted by the Lease and all or any other estate and interest in the Premises whether retained in any deeds or documents.

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<<month>> <<year>> and is made

country of Incorporation of Landlord's <<Registration Number>> whose registered office is at <<Landlord's Address>> (hereinafter referred to as the 'Landlord') and

country of Incorporation of Tenant's <<Registration Number>> whose registered office is at <<Tenant's Address>> (hereinafter referred to as the 'Tenant').

defined below) is now vested in the Landlord and the tenant's interest is now vested in the Tenant.

all the Tenant's estate and interest in the Premises to the Landlord (as defined below) in consideration of [the payment by the Landlord referred to in Clause 3 below and the Landlord will accept such surrender] (as defined below) and the Tenant will be released from all obligations and liabilities retained in Clause 4 below and the Tenant will be released from all obligations and liabilities retained in Clause 4 below.

otherwise requires, the following terms shall have the following meanings:

the time being entitled to the Premises on the determination of the Term;

entered into between <<landlord>> and <<tenant>> dated <<date>> and made between <<date>> and <<date>>;

from the Term is from time to time.

documents supplemental to the Lease whether or not they are so described.

account for the purposes of interpretation or construction or interpretation.

words>> (£<< sum in figures >>)) paid by the Landlord to the Tenant hereby (as defined in Clause 4 the Tenant surrenders and yields up to the Landlord all the Tenant's estate and interest and rights (as defined in Clause 4 the Tenant) in the Premises to the Landlord (as defined in Clause 4 the Tenant) on the term granted by the Lease and all or any other estate and interest in the Premises whether retained in any deeds or documents.

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supplemental to the  
the reversion immediate  
Lease.

merge and be extinguished in  
term of years granted by the

3.2 The Landlord accept

**4. THE RELEASE**

4.1 The Landlord and t  
obligations containe  
other deed or docum  
whether past prese  
claims demands an

the other party from all their  
whatever under the Lease or any  
Lease (other than this deed)  
ges actions proceedings costs  
such obligations and liabilities.

**5. LAND REGISTRY**

5.1 The Tenant is to re  
reasonable endeav  
Lease and the right  
title.

the Landlord and use all  
rd in removing any notice of the  
by it from the Landlord's registered

**6. RIGHTS OF THIRD PART**

6.1 A person who is no  
the Contracts (Righ  
deed.

no right arising solely by virtue of  
1999 to enforce any terms of this

**THIS DEED** has been executed a  
dated

on the day on which it has been

[Execution clauses for landlord:]

Executed as a deed by affixing  
the common seal of  
<<Landlord's Name>>  
in the presence of

P

<<affix seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execu**

Executed as a deed by  
<<Landlord's Name>>  
acting by [a director and its  
secretary] [two directors]

ure:

Director

ure:

[Director][Secretary]

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**OR (alternative company execution clause)**

Executed as a deed by  
<<Landlord's Name>>  
acting by a director in the  
presence of

Signature:

Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**OR (execution clause where landlord is a company)**

Signed as a deed by  
<<Landlord's Name>>  
in the presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

[Execution clauses for tenant:]

Executed as a deed by affixing  
the common seal of  
<<Tenant's Name>>  
in the presence of

<<affix seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution)**

Executed as a deed by  
<<Tenant's Name>>  
acting by [a director and its  
secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative company execution)**

Executed as a deed by  
<<Tenant's Name>>  
acting by a director in the  
presence of

Signature:

Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**OR (execution clause where tenant is a natural person)**

Signed as a deed by  
<<Tenant's Name>>  
in the presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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