

THIS DEED OF SURRENDER is
BETWEEN:

- (1) <<Landlord's name>> of <<Landlord's address>> ('Landlord') and
(2) <<Full names of all tenants>> of <<Address>> ('Tenants')

BACKGROUND

- A. This Deed relates to property <<Address>> ('**Property**').
- B. The Tenants are the tenants of <<Address>> under a Tenancy Agreement dated <<date>> and made between <<original tenants>> and <<Landlord's name>> ('**Tenancy Agreement**').
- C. The Tenants wish to surrender <<Address>> to the Landlord and the Landlord is willing to accept a surrender of <<Address>>.

1. SURRENDER AND ACCEPTANCE

- 1.1 In consideration of <<Sum of money>> (£<<Sum of money in words>> <<Sum of money>>)) paid by the Landlord to the Tenants (the "**Sum of money**") and in acknowledgement of the fact that the Landlord has agreed to accept the surrender of <<Address>> to the Landlord all the rights and interests in <<Address>> and the Landlord hereby releases the Tenants from the obligations and liabilities in Clause 2 the Tenants surrender <<Address>> and all rights and interests in the Property.
- 1.2 The Landlord accepts the surrender of <<Address>> and all rights and interests in the Property.

2. THE RELEASE

- 2.1 The Landlord and the Tenants hereby release the other party from all their obligations and liabilities (whether or not arising under the Tenancy Agreement or any other agreement or document (other than this deed) whether past or future) and the Landlord releases the Tenants from all damages actions proceedings and claims (whether or not arising under the Tenancy Agreement or any other agreement or document (other than this deed) whether past or future) with such obligations and liabilities.

3. RIGHTS OF THIRD PARTIES

- 3.1 A person who is not a party to this deed has no right arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this deed.

THIS DEED has been executed as a deed by <<Landlord's Name>> on the day on which it has been dated

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where land is not a leasehold)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Repeat the execution clause above for each additional party]

S

A

M

P

L

E

Director