# Guidance

### Written Contract or

For a contract to be must, amongst othe made in three forms

- 1. Oral
- 2. Written
- 3. Deeds

In all likelihood, con which can then be u required by law, for will be written "unde deeds.

A contract is made is typically evidence

Deeds are used bed advantages. The m some additional ex document to be a va to be a deed (this w the document is inte a deed.

A deed is only nece

- 1. Transfers of
- 2. Leases of re
- 3. Mortgages a
- 4. Sales by mo
- 5. Appointmen
- 6. Powers of a
- 7. Gifts of tang
- 8. Releases an

A party may also ins requirement that a c is given to both par despite a lack of co the benefit of the lo the period within wh

**Execution of Deeds** 

Certain deeds affec





# or Signing Deeds and Contracts

enforceable. For a contract to be enforceable, it signed in the correct manner. Contracts can be

iting, the usual reason being to record the terms, es. Written contracts are however also sometimes nd or a guarantee. Most contracts made in writing to as "simple contracts", however some will be

both parties intend that it come into effect, which the agreement.

res their use or because using a deed has certain deed and other forms of written contract is that ired for the document to be enforceable. For a **iting**, make **clear on its face that it is intended** wording above the signature block to identify that **validly executed** as a deed and be **delivered** as

Il number of transactions, including the following:

ccompanied by delivery.

or a transaction where there is otherwise no legal or example, it is unclear whether valuable benefit ee of an existing debt) because deeds are valid hefit to both parties) or the party wishes to obtain t applies to deeds, 12 years rather than 6 (this is act must be brought).

# egistry

to follow a prescribed form. From 20th September

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2019, the Land Reg in prescribed form or registration of the or registered at the La considered best pra all deeds. On this b and property portfo Signing and Execut

Further information consult the practice executing any docu

#### **Counterparts**

Simple contracts an the contract will sig will together form a a clause expressly

#### Electronic documen

Note that the prace electronically is been signed by means of company can validly signature can validly Electronic Signature for property docume

# Sample executio

Below is a range or partnerships and LL

#### 1. Individuals

For a contract to be Deeds must be sign

Set out are example a simple contract or

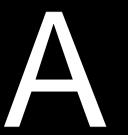
#### Simple contract

Signed by <<Name

#### Deed

Signed as a deed b







ed as a Deed" as an acceptable form of wording anies and limited liability partnerships; i.e. where try is required. Whilst deeds not required to be to follow these same execution formalities, it is y and to use the same form of attestation across ur attestation clauses below and across our loan property specific Guidance Note: Formalities for ts here

rnment's practice guide <u>here</u>. You are advised to from a legal professional, before drafting and ted to the Land Registry.

ed in counterparts. This means that each party to opies of the same document. The signed copies . Simple contracts and deeds will typically contain be executed in counterparts.

### ires

ents in electronic form and then signing them mon as an alternative to being "in writing" and in the traditional sense. As to how a person or ct or deed electronically or a person attesting that locument electronically, see our Guidance Note: by clicking here and our separate Guidance Note

es for use by individuals, companies, attorneys, both simple contracts and deeds.

dividual, each individual must sign the document. vitness who attests the signature.

at may be used by individuals when signing either

Signature:

<<Name>> in the presence of:

Signature of witness

Name (in BLOCK C

Address

Note that the same be separately attes attestation that the signatories. For exa

A party to a deed ca not prevent a signa party to the deed), the than 18.

#### 2. Companies

The procedure for section 43 (simple d

# Simple contracts

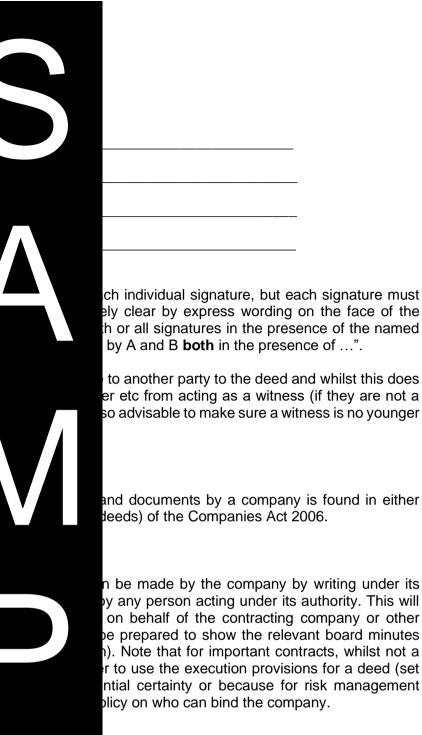
Section 43 states t common seal or on usually mean a dir authorised signator evidencing who has statutory requireme out below), in orde reasons, companies

Signed by <<Name

# Deeds

Section 44(1) and s

- by affixing th
- signature by and secretar
- signature by



ely clear by express wording on the face of the h or all signatures in the presence of the named by A and B **both** in the presence of ...".

to another party to the deed and whilst this does er etc from acting as a witness (if they are not a so advisable to make sure a witness is no younger

and documents by a company is found in either leeds) of the Companies Act 2006.

n be made by the company by writing under its y any person acting under its authority. This will on behalf of the contracting company or other e prepared to show the relevant board minutes ). Note that for important contracts, whilst not a r to use the execution provisions for a deed (set ntial certainty or because for risk management licy on who can bind the company.

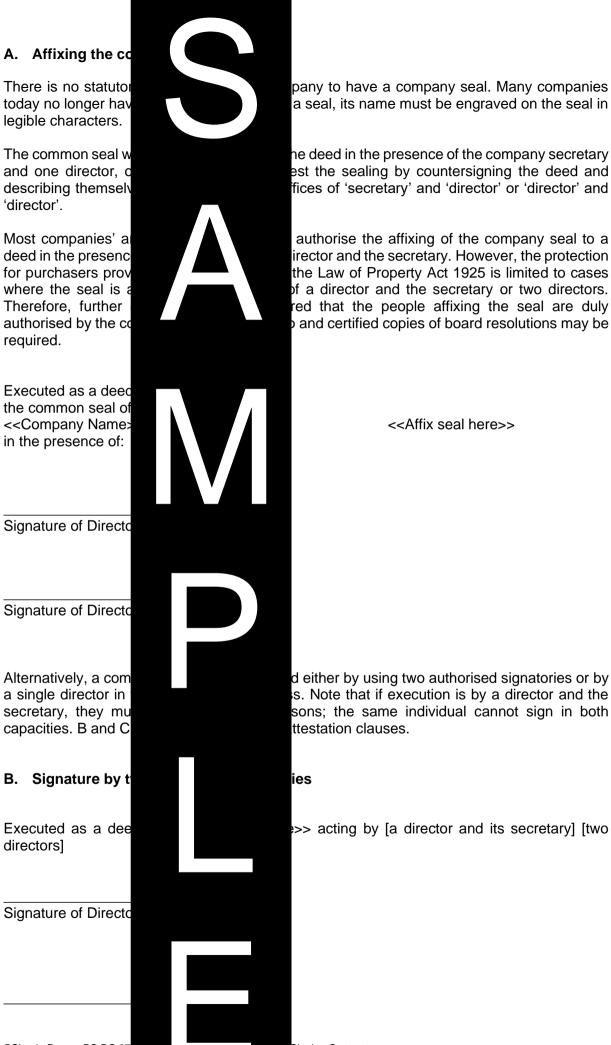
of <<Name of Company>>

e alternatives for the execution of documents:

eal:

es (this will usually be two directors or a director

resence of a witness who attests the signature.



Signature of [Direct

### C. Single directo

Executed as a deed <<Company Names acting by a director presence of:

Signature of Directo

Signature of witness

Name (in BLOCK C

Address

#### 3. Attorneys

As an alternative to appoint an attorney which one person/e on their behalf and to be present wher attorney to act on th

Powers of attorney a the Enduring Powe Capacity Act 2005.

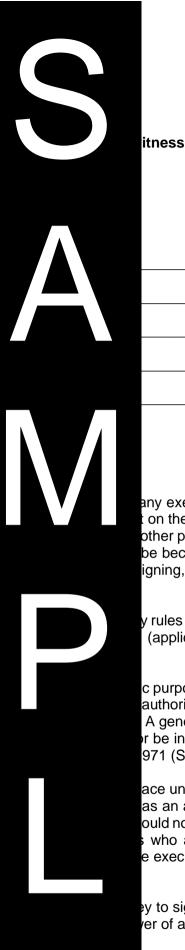
A power of attorney you will need to ens as powers of attorne set out in the Powe be made under the

An attorney **must** b (so an attorney can must execute the po would execute a d executing in accord the Companies Act

Note if a director wa it is the **company** the

Execution of deeds

A. Attorneys v



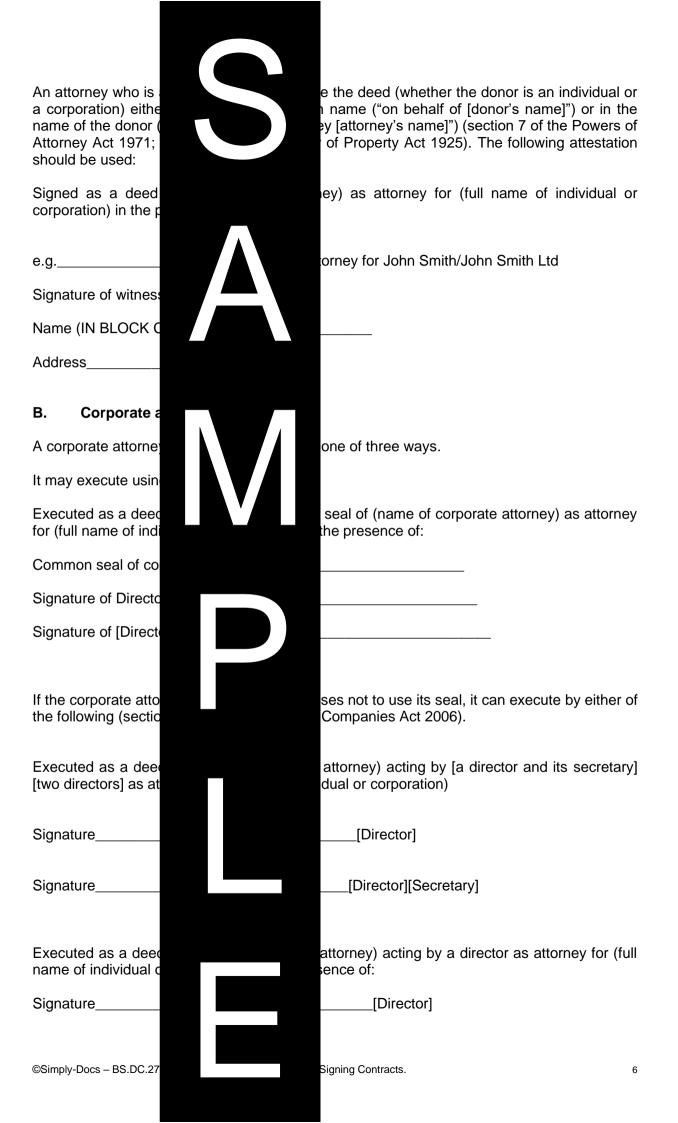
any executing a document themselves, they may t on their behalf. A power of attorney is a deed by other person/entity (the attorney) the power to act be because, for example, an individual is unable igning, and it is logistically easier to appoint an

y rules set out in the Powers of Attorney Act 1971, (applicable to individuals only) and the Mental

c purpose or general. If it is for a specific purpose authority to enter into the transaction in question, A general power of attorney must follow the form or be in a form to the like effect and expressed to 971 (Schedule 1, section 10(1)).

ace under a power of attorney executed by deed as an agent). The donor (individual or company) ould normally execute a deed; i.e. as an individual who attests the signature and for a company, e execution options available under section 44 of

ey to sign instead of him on behalf of a company, ver of attorney.



Signature of witness

Name (IN BLOCK C

Address

4. Partnerships

Simple contracts

An individual partne partners will be bou

Signed by <<Name

# Deeds

Unlike simple contra of a partnership un each partner needir of attorney on a part may be used:

Executed as a dee Partnership>> unde

Signature of Partne

Signature of witness

Name (in BLOCK C

Address \_\_\_\_

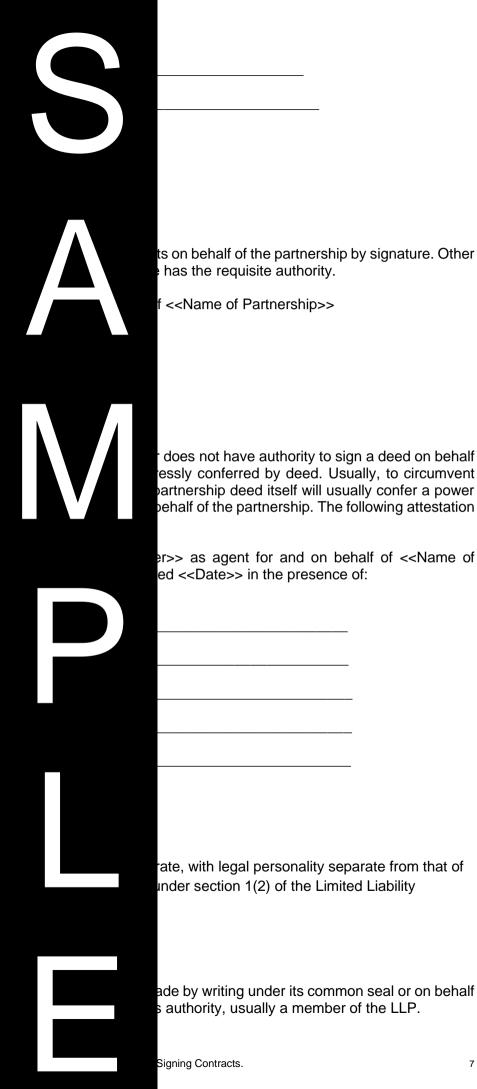
#### Limited Liability 5.

A limited liability par its members, forme Partnerships Act 20

# Simple contracts

An LLP will be boun of an LLP by any pe

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Signed by <<Name

### Deeds

Limited Liability Par 2009/1804) applies they may execute d regulations modify s and the secretary, d members of the limi

Therefore, either of

Executed as a deed

Signature of Membe

Signature of Membe

# OR

Executed as a deed <<LLP Name>> acting by a member presence of:

Signature of Membe

Signature of witness

Name (in BLOCK C

Address \_

#### 6. Other bodies

This guidance note often. There are ho



of Signed by <<Name of LLP>>

Companies Act 2006) Regulations 2009 (SI ies Act 2006 to limited liability partnerships, so ion 44 of the Companies Act 2006. The ies Act 2006 so that the references to a director mpany are to be read as references to two

(without using a common seal) may be used:

ng by two members:

ecution provisions that are likely to be used most that may need to execute contracts that are not covered, such as cl are specialist areas execution by these references these bo



V

npanies, administrators, liquidators etc. As these isable to seek specialist legal advice in relation to 's practice guide (link at top of this guidance) also

