

## **DEED OF SURRENDER**

### **HM LAND REGISTRY**

**LANDLORD'S TITLE NUMBER:**

**TENANT'S TITLE NUMBER:**

THIS DEED OF SURRENDER is made the *(day)* of *(date)*

BETWEEN:

*(Landlord's name)* of *(landlord's address)* OR the registered office of which is at *(address)* ("the Landlord");

*(Tenant's name)* of *(tenant's address)* OR the registered office of which is at *(address)* ("the Tenant");  
and

[*(Tenant's guarantor's name)* of *(tenant's guarantor's address)* OR the registered office of which is at *(address)* ("the Tenant's Guarantor").]

### **BACKGROUND**

- A. This Deed is supplemental to the Lease.
- B. The Landlord is entitled to the immediate reversion of the Lease.
- C. The residue of the term of the Lease is vested in the Tenant.
- D. [The Tenant's Guarantor has entered into a Guarantee in respect of the Tenant's covenants in the Lease].
- E. The Landlord and the Tenant have agreed to enter into this Deed.

### **AGREED TERMS**

#### **1. Interpretation**

1.1 In this Deed, the following terms shall have the following meanings:

HMLR	H M Land Registry
Lease	the lease of the Property dated <i>(date)</i> and made between the Landlord and the Tenant.
Property	the property known as <i>(address of the property)</i> .
[Guarantee	<i>(details of any guarantee, if applicable).</i> ]
VAT	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 The clause and paragraph headings in this Deed are for ease of reference only and are not to be taken into account in the construction or interpretation of the clause or paragraph to which they refer.

- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to writing or written includes faxes and e-mails.
- 1.6 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease.

## **2. Surrender**

In consideration of the sum of £(*amount*) [including/excluding] VAT paid by the Tenant to the Landlord and of the release(s) contained in clause 3 [and clause 4] hereof, the Tenant surrenders and yields and releases to the Landlord all the Tenant's estate, interest and rights in the Property and the Landlord accepts the surrender.

## **3. Release of the Landlord and the Tenant**

The Landlord and the Tenant each release the other party from all their obligations contained in and all liabilities whatever under the Lease or any other deed or documents supplemental to the Lease whether past, present or future and all damages, actions, proceedings, costs, claims, demands and expenses arising with such obligations and liabilities.

## **4. [Release of the Tenant's Guarantor**

The Landlord releases the Tenant's Guarantor from covenants, indemnities and other obligations arising under or in respect of the Lease and Guarantee and from all liability for any subsisting breach of those covenants, indemnities and other obligations.]

## **5. Documents and payments**

- 5.1 On the date of this Deed, the Tenant shall:
- (a) deliver to the Landlord:
    - (1) the Lease; [and]
    - (2) (*specify any other documents required*).
  - (b) pay to the Landlord £(*amount*) the fees to HMLR for the applications for:
    - (1) any notice of the Lease to be cancelled; and
    - (2) the registered title to the Lease to be closed.
- 5.2 The Tenant shall within seven working days of any written request from the Landlord, supply the Landlord with all further documents and information required in connection with any requisition raised by HMLR.

In witness of which the parties have executed this Deed the day and year first above written.

Signed as a deed by the Landlord:

..... (*signature of Landlord*)

In the presence of a witness:

..... (signature, name, address and occupation of witness)  
.....

Signed as a deed by the Tenant:

..... (signature of Tenant)

In the presence of a witness:

..... (signature, name, address and occupation of witness)  
.....

Signed as a deed by the Tenant’s Guarantor:

..... (signature of Tenant’s Guarantor)

In the presence of a witness:

..... (signature, name, address and occupation of witness)  
.....

Need friendly advice right now or more information? No problem. We'll take care of it. Contact us on 0345 351 0073 or [elxtr@lhs-solicitors.com](mailto:elxtr@lhs-solicitors.com)

From now on, your future could be in the expert hands of our award-winning, experienced legal team. We're ready to help.



Real law made easy

**Please note:** Simply Business have teamed up with elXtr to bring you a free, customisable legal document. Simply Business are one of the UK's biggest providers of business and [landlord insurance](#), with over 400,000 active policies. Because this is a template document, it hasn't been drafted to meet your individual requirements and it doesn't constitute legal advice from LHS Solicitors LLP to you. As well as filling in the obvious gaps (e.g. relevant names and dates), so that you can personalise it for your own use, you might also want to make your own changes to it. Depending on your particular circumstances, it might not contain everything that you need. If you do decide to adapt it in any way, the changes you make are your sole responsibility. Whilst this document isn't intended to replace the personalised, professional advice you can receive from a solicitor, if you have any questions about it and/or would like legal advice in relation to matters covered by this template document, we can of course help you. All you need to do is get in touch and we'll talk you through your options on how to get the right legal advice and ensure the document is fully tailored to fit your own requirements. As you'd expect with template materials and general guidance from any similar source to elXtr (a brand owned by LHS Solicitors LLP), we don't accept responsibility for any action you might take in relation to documentation provided by us. (We're also obliged to point out that to the fullest extent permitted by law, and except in respect of death or personal injury arising from our negligence, we exclude liability for any claims, loss, demands or damages of any kind whatsoever with respect to this document including, without limitation, direct,

indirect, incidental or consequential loss or damages, whether arising from loss of profits, loss of revenue, loss of data, loss of use or otherwise and whether or not the possibility of such loss has been notified to us.)