

Deed of surrender: any commercial property lease

A Deed of Surrender dated [date]

1. Parties

The Tenant: [insert tenant's]

The Landlord: [insert landlord's]

2. Definitions

"the Lease" means a Lease dated [date] and made

"the Premises" means [description of Premises as]

"the Tenancy" means the Tenancy of the Premises and all rights and

"the Tenant's Obligations" means the obligations of the Tenant

"the Landlord's Obligations" means the obligations of the Landlord

3. Surrender

Subject to the terms of this ,

OR

Subject to the terms of this agreement,

[]

4. Possession

It is a term of this surrender that the Tenant shall have vacated the Premises by 12.00 noon on [date]

5. Payment

In consideration of the surrender the Landlord / Tenant shall pay / has paid /
/ £ [
]. [

6. Outstanding obligations

6.1. It is a term of this surrender that the Tenant

[28] , :

6.1.1 re-decorate the main hall;

6.1.2 remove all rubbish and detritus from the ;

6.1.3 remove the internal

;

6.1.4 and make good to the ,

7. Mutual Release

Subject to the matters above, the

Signed and delivered as a deed by or for the Landlord [\[write name\]](#) (who certifies that he has proper authority to sign)

Signature:

Witness:

Signature:

Name:

Address:

Signed and delivered as a deed by or for the Tenant [\[write name\]](#) (who certifies that he has proper authority to sign)

Signature:

Witness:

Signature:

Name:

Address:

Explanatory notes:

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General notes

1. This document, provided you complete it properly, will legally terminate any / .
2. The document can be made conditional on any requirements of either party, but if you make such insertions, be sure that you cover exactly what must be done, to , , .
3. A deed can be executed by a company:
 - by affixing its common seal, ;
 - if it is signed by two “authorised signatories”, ;
 - if it is signed by one , .

Under the old law, execution could occur by affixing the common seal

This change in the law is being brought into force to coincide with the relaxation in the requirement for all companies to have a secretary. From 6 April, private companies will be able to choose whether or not to have a secretary. This new execution

. , . , .

The provision in the new Companies Act dealing with execution is the only one in this area that comes into force on 6 April 2008 (s 44 CA 2006). Those dealing with company contracts, the company seal, execution of deeds (this section simply requires a deed)

1 2009 (43 , 45 - 47 2006).
1985 .

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

- 3 Surrender may be pre-arranged for a future date and subject to any conditions. The most common conditions relate to the condition of the property. The Landlord will want to be sure that the premises are left in a condition suitable for re-letting.

Signatures

Each party should sign opposite the "signed as" "

"

"

End of notes