

AGREEMENT OF TENURE

SIMPLE DECLARATION TO BE MADE BY A TENANT AS RECEIVED AT LEAST 14 DAYS' NOTICE OF A PROPOSAL TO EXCLUDE THE PROVISIONS OF THE TENANT ACT 1954 (SECURITY OF TENURE)

I ..... (name of tenant) .....

1. I /.....(name of tenant) ..... tenancy of premises at.....(address of premises) for a term commencing on .....

2. I/The tenant propose(s) to enter into an agreement with..... (name of landlord) that the provisions of sections 24 to 28 of the Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

3. The landlord has, not less than 14 days before the date of this notice, contractually bound to do so served on me in writing in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.

4. I have/The tenant has read the notice referred to in paragraph 3 and accept(s) the consequences of the proposed exclusion.

5. (as appropriate) I am duly authorised to enter into this agreement.

DECLARED this ..... day

Signed: .....

NOTICE THAT SECTIONS 24 TO 28 OF THE TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY

To: ..... [Name and address] .....

From:..... [Name and address] .....

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**You are being offered a lease v unless you have read this mess**

**o not commit yourself to the lease ssed it with a professional adviser.**

Business tenants normally have s the lease ends.

o stay in their business premises when

**If you commit yourself to the l**

**ese important legal rights.**

- You will have **no right** to st
- Unless the landlord chooses
- You will be unable to claim specifically gives you this ri
- If the landlord offers you an

ase ends.

u will need to leave the premises.

our business premises, unless the lease

right to ask the court to fix the rent.

It is therefore important to get pr before agreeing to give up these

qualified surveyor, lawyer or accountant -

If you want to ensure that you ca consult your adviser about anothe and Tenant Act 1954.

remises when the lease ends, you should exclude the protection of the Landlord

If you receive this notice at least will need to sign a simple declar accepted its consequences, befor

yourself to the lease, you is notice and have

**But if you do not receive at lea “statutory” declaration. To do (or someone else empowered to**

**ed to sign a independent solicitor**

Unless there is a special reason f want to ask the landlord to let yo to give up your statutory rights. I exclude the protection of the Lar make a simple declaration, and s independent solicitor.

lease sooner, you may sider whether you wish d with the agreement to ou would only need to a separate visit to an

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