

AGREEMENT OF TENURE

STATUTORY DECLARATION TO BE MADE BY A TENANT WHO HAS RECEIVED LESS THAN 14 DAYS' NOTICE OF A PROPOSAL TO VARY THE TERMS OF TENURE (WHICH WOULD EXCLUDE THE TENANT FROM THE PROVISIONS OF THE LANDLORD AND TENANT ACT 1954 (SECURITY OF TENURE))

I (name of tenant)

..... sincerely declare that –

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

2. I/The tenant propose(s) to enter into a tenancy with (name of landlord) that the provisions of section 24(1) of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy proposed above.

3. The landlord has served on me/ us/ (name of tenant) a written notice, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Landlord and Tenant) (England and Wales) Order 2003. The form of notice set out in that Schedule is a copy of the form set out in Schedule 1 to the said Order.

4. I have/The tenant has read the notice referred to in paragraph 3 above and accept(s) the consequences of the provisions of section 24(1) of the Landlord and Tenant Act 1954 applying to the tenancy proposed above.

5. (as appropriate) I am duly authorised to make this declaration.

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

To: [Name and address of landlord]

From: [Name and address of tenant]

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You are being offered a lease with a right of first refusal unless you have read this message.

Business tenants normally have a right to stay in their business premises when the lease ends.

If you commit yourself to the lease, you will lose these important legal rights.

- You will have **no right** to stay in your business premises when the lease ends.
- Unless the landlord chooses to let you stay, you will need to leave the premises.
- You will be unable to claim compensation for your business premises, unless the lease specifically gives you this right.
- If the landlord offers you an extension of the lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in your business premises when the lease ends, you should consult your adviser about another way of extending the lease, which would exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 28 days before the lease ends, you will need to sign a simple declaration of acceptance, which excludes its consequences, before you commit yourself to the lease, you will need to sign a simple declaration of acceptance of this notice and have it witnessed.

But if you do not receive at least 28 days notice, you need to sign a "statutory" declaration. To do this, you need to sign a declaration (or someone else empowered to do so) that you will give up your statutory rights.

Unless there is a special reason for this, you will need to sign a simple declaration, and sign it in front of an independent solicitor. If you sign the declaration sooner, you may consider whether you wish to sign it with the agreement to extend the lease. You would only need to sign a separate visit to an independent solicitor.

You do not commit yourself to the lease unless you have read this message and discussed it with a professional adviser.

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AND I make this solemn declaration conscientiously believing the contents hereof to be true and by virtue of the Statutory Declarations Act 1835

DECLARED at

thisday of.....

Before me

(signature of person before whom declared)

A commissioner for oaths or A solicitor etc.

to be true and by virtue of the Statutory

(signature of person making declaration)

(as appropriate)