

AGREEMENT OF TENURE

STATUTORY DECLARATION TO BE MADE BY A TENANT WHO HAS RECEIVED LESS THAN 14 DAYS' NOTICE OF A PROPOSAL TO GRANT A TENANCY OF PREMISES (WHICH DOES NOT CONSTITUTE A TENANCY OF TENURE) (WHICH DOES NOT CONSTITUTE A TENANCY 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 of premises (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 proposed tenancy.

3. The landlord has served on me/ us a notice in writing, or substantially 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 a copy of the form set out in that Schedule.

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

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 to buy unless you have read this message.

Business tenants normally have a right to buy when the lease ends.

If you commit yourself to the lease

- You will have **no right** to stop the lease if you change your mind.
- Unless the landlord chooses to let you buy, 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 option to buy, you will have a right to ask the court to fix the rent.

It is therefore important to get professional advice before agreeing to give up these rights.

If you want to ensure that you can still buy, you should consult your adviser about another lease under the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before you will need to sign a simple declaration of acceptance of its consequences, before you commit yourself to the lease.

But if you do not receive at least 14 days notice, you need to sign a “statutory” declaration. To do this you need to sign a simple declaration (or someone else empowered to do so) before you commit yourself to the lease.

Unless there is a special reason for not doing so, you will need to sign a simple declaration before you commit yourself to the lease. This will need to be signed by you or someone else empowered to do so. You will need to sign a simple declaration, and sign a separate declaration before an independent solicitor.

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

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

These are important legal rights.

- You will have **no right** to stop the lease if you change your mind.
- Unless the landlord chooses to let you buy, 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 option to buy, you will have a right to ask the court to fix the rent.

It is therefore important to get professional advice before agreeing to give up these rights.

If you want to ensure that you can still buy, you should consult your adviser about another lease under the Landlord and Tenant Act 1954.

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AND I make this solemn declaration concerning the truth of the contents of this document in accordance with the Statutory Declarations Act 1835

DECLARED at

thisday of.....

Before me

(signature of person before whom declared)

A commissioner for oaths or A solicitor or other person authorised to administer oaths

to be true and by virtue of the Statutory Declarations Act 1835

.....

(signature of person making declaration)

or *(as appropriate)*