

AGREEMENT OF TENURE

SIMPLE DECLARATION TO BE MADE BY A TENANT AS RECEIVED AT LEAST 14 DAYS' NOTICE OF A PROPOSAL TO VARY THE TENANCY (NOT APPLYING TO BUSINESS TENANTS OR TO TENANTS WITH A SECURITY OF TENURE)

I (name of tenant)

1. I /.....(name of tenant)
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 Landlord and 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 variation.

5. (as appropriate) I am duly authorised to enter into the proposed variation.

DECLARED this day

Signed:

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 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 alternative premises, you have no 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 claim compensation for your business premises when the lease ends, you should exclude the protection of the Landlord and Tenant Act 1954.

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

But if you do not receive at least 14 days' notice, you must sign a "statutory" declaration. To do this, you must be helped by an independent solicitor (or someone else empowered to act for you).

Unless there is a special reason for not doing so, you must sign the declaration as soon as you want to ask the landlord to let you stay in your business premises when the lease ends. If you do not sign the declaration, you will lose the protection of the Landlord and Tenant Act 1954. You will need to make a simple declaration, and sign it in the presence of an independent solicitor.

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

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