

AGREEMENT OF TENURE

SIMPLE DECLARATION TO BE MADE BY A TENANT AS RECEIVED AT LEAST 14 DAYS' NOTICE OF A PROPOSAL TO VARY THE TERMS OF A BUSINESS LEASING 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 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 accordance with 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 sign this declaration on behalf of.....

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] .....

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

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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 business premises, you will not have the 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 continue to use your business premises when the lease ends, you should consult your adviser about another option under 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 your choice, or have your adviser accept its consequences, before the lease ends.

**But if you do not receive at least 28 days' notice, you will need to sign a "statutory" declaration. To do this, you will need to be helped by an independent solicitor (or someone else empowered to act for you).**

Unless there is a special reason for this, you will need to sign a simple declaration of your choice, or have your adviser accept its consequences, before the lease ends. If you want to ensure that you can continue to use your business premises when the lease ends, you should consult your adviser about another option under 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 your choice, or have your adviser accept its consequences, before the lease ends.

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

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