

AGREEMENT BY OF TENURE

STATUTORY DECLARATION TO BE MADE BY A PERSON WHO HAS RECEIVED LESS THAN 14 DAYS' NOTICE OF A PROPOSAL TO ENTER INTO A TENANCY OF PREMISES (LACKING SECURITY OF TENURE)

I (name of
..... sincerely declare that –

1. I /.....(name of 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(2) 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/The tenant a written notice, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Residential 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 above and accept(s) the consequences of entering into the agreement referred to in the notice 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 and you must 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 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 allow you to 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 will not have the 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 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 still be allowed to sign a "statutory" declaration. To do this, you must consult an independent solicitor (or someone else empowered to act for you).

Unless there is a special reason for not doing so, you should consult an independent solicitor as soon as possible. If you do not want to ask the landlord to let you stay in your business premises when the lease ends, you should consider whether you wish to give up your statutory rights. If you do, you will need to sign a simple declaration, and sign a separate visit to an independent solicitor.

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AND I make this solemn declaration conscientiously believing the facts stated by me 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 or

to be true and by virtue of the Statutory

(signature of person making declaration)

or (as appropriate)