

NOTICE THAT SECURITY OF TENURE UNDER THE LANDLORD AND TENANT ACT 1954 ARE NOT TO APPLY TO THIS LEASE

To: <<Name and address of tenant>>

From: << Name and address of landlord>>

IMPORTANT NOTICE

You are being offered a lease without the security of tenure. Do not commit yourself to the lease unless you have sought professional advice.

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

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- You will have no right to stay in the premises when the lease ends.
- Unless the landlord agrees to give you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises unless the lease specifically provides for this.
- If the landlord increases the rent, you will have no right to ask the court to fix the rent.

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It is therefore important to seek professional advice – from a qualified surveyor, lawyer or accountant - before committing yourself to the lease.

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But if you do not sign this document, you will lose the "statutory" declaration of your right to occupy the premises (or someone else will sign it for you).

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Unless there is a clause in the lease that states that you want to ask the landlord to give up your statutory right to occupy the premises, you will need to make a simple declaration of your intention to occupy the premises before committing yourself to the lease.

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Signed

..... <<For or by landlord>>

Date