

LANDLORD AND TENANT ACT 1954

Declaration by Tenant that Sections 24 to 28 of the Landlord and Tenant Act 1954 are not to Apply to a Business Tenancy

(1) Insert full name of declarant.

I (1)

(2) Insert address.

of (2)

declare that:-

(3) Delete whichever does not apply.
(4) Insert name of tenant if this declaration is made on behalf of the tenant.
(5) Insert address of premises.

1. (3) [I] or (4) [we] propose(s) to enter into a tenancy of premises at (5) []

(6) Insert name of landlord.

2. (3) [I] [The tenant] propose(s) to enter into an agreement with (6) []

and 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 (3) [I] or (4) [we] the tenant enter(s) (3) into the tenancy, or (if earlier) before (3) [I] or (4) [we] the tenant is/are actually bound to be served on (3) [me][the tenant] a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (Oyez Form L&T 35). The form of notice set out in that schedule is reproduced on leaf.

4. (3) [I] or (4) [we] [The tenant] has] read the notice required to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.

(7) Delete if this declaration is made by the tenant.

5. (7) [I am] authorised by the tenant to make this declaration].

DECLARED this [] day of []

(8) Signature of tenant or someone on the tenant's behalf.

(8)

(3) [Tenant][On behalf of the Tenant]

To:

[Name and address of Tenant]

From:

[Name and address of Landlord]

IMPORTANT NOTICE FOR TENANTS

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure, the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will lose your right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer 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 gives you this right.
- If the landlord offers you another lease, you will have no 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 the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do this you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decide to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would not need to make a simple declaration and so you would not need to make a separate visit to an independent solicitor.