

NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS LEASE

AND TENANT ACT 1954 ARE

To: <<Name and address of tenant>>

From: <<Name and address of landlord>>

You are being offered a lease unless you have read this notice and have 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 must give up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to do so, you will need to leave the premises when the lease ends.
- You will be unable to claim compensation for loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you and your business a new 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 the lease.

If you want to ensure that you can stay in your business premises when the lease ends, you should consult your adviser to ensure the lease does not 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 that you have accepted its consequences, before you sign 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 must also visit an independent solicitor (or someone else empowered to sign declarations on your behalf).

Unless there is a special reason, you should not agree to the lease sooner, you may want to ask the landlord to let you know in writing to consider whether you wish to give up your statutory rights. If you agree to the lease ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and not visit an independent solicitor.

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Signed

Date

or by landlord>>