

**STATUTORY DECLARATION  
THAN 14 DAYS' NOTICE**

**EXCLUDE SECURITY OF TENURE**

**DECLARATION BY GUARANTOR (WHO HAS RECEIVED LESS  
THAN 14 DAYS' NOTICE OF A LEASE EXCLUDING SECURITY OF TENURE)**

I ..... of .....  
do solemnly and sincerely declare that –

1. I, ..... who propose(s) to enter into a tenancy of premises  
at ..... (address of  
premises)  
for a term commencing on .....  
2. I propose(s) to ..... (Name of  
landlord) that .....  
tenure) shall be ..... to 28 of the Landlord and Tenant Act 1954 (security of  
tenancy).  
3. The landlord has given me the form, or substantially in the form, set out in Schedule 1 to  
the Regulatory ..... (England and Wales) Order 2003. The form of notice set  
out in that Schedule .....  
4. I have read the ..... ph 3 above and accept(s) the consequences of entering into  
the agreement .....  
5. (as appropriate) ..... the Guarantor to make this declaration.

**NOTICE THAT SECTIONS 1-5 OF THE  
LANDLORD AND TENANT ACT 1954 ARE NOT TO  
APPLY TO A BUSINESS TENANCY**

**LANDLORD AND TENANT ACT 1954 ARE NOT TO  
APPLY TO A BUSINESS TENANCY**

**To:**

.....  
.....  
..... [Signature of Guarantor]

**From:** .....

.....  
.....  
..... [Signature and address of landlord]

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**You are being offered a lease unless you have read this message**

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

**If you commit yourself to the lease**

- 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 a new lease, 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 do not lose your rights, you should consult your adviser about another type of lease under 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 commit yourself to the lease.

**But if you do not receive at least 14 days' notice, you need to sign a "statutory" declaration. To do this, you need to sign a declaration in front of an independent solicitor**

Unless there is a special reason, you should not commit yourself to the lease sooner, you may want to ask the landlord to let you stay in your business premises. Consider whether you wish to give up your statutory rights. If you agree to the lease with the agreement to let you stay, you would only need to sign a simple declaration, and not a statutory declaration, and you would not need to see a separate visit to an independent solicitor.

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

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**These important legal rights.**

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AND I make this solemn declaration concerning the truth of the contents of this document in accordance with the Declarations Act 1835

DECLARED at .....

this .....day of.....

Before me .....

(signature of person before whom declaration)

(signature of person before whom declaration)

A commissioner for oaths or A solicitor or other person authorised to administer oaths

I declare that the contents of this document are true and by virtue of the Statutory Declarations Act 1835

DECLARED at .....

this .....day of.....

Before me .....

(signature of person making declaration)

(signature of person before whom declaration)

A commissioner for oaths or A solicitor or other person authorised to administer oaths