

SIMPLE DECLARATION TO BE MADE BY TENANT (WHO HAS RECEIVED AT LEAST 14 DAYS' NOTICE OF A PROPOSAL FOR A LEASE EXCLUDING SECURITY OF TENURE)

I, ALAN JAMES SAITCH & TIM HATCHETT... (name of declarant)

of UNIT 4, SHELLY FARM, SHELLY LANE, ROMSEY SO51 6AS... (address)
declare that -

- 1 VICKERS METAL FINISHERS LIMITED propose(s) to enter into a tenancy of premises at Unit 9 Vickers Business Centre, Houndmills, Basingstoke for a term commencing on such date to be agreed between the parties.
- 2 VICKERS METAL FINISHERS LIMITED propose(s) to enter into an agreement with ALAN JAMES SAITCH and AVRIL JACQUELINE SAITCH 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 the tenant enter(s) into the tenancy, or (if earlier) become(s) contractually bound to do so served on 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. The form of notice set out in that Schedule is reproduced overleaf.
- 4 I have read the notice referred to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.
- 5 I am duly authorised by the tenant to make this declaration.

Signature for and on behalf of the
Tenant

Alan James Saitch

DECLARED this 16 day of January 2017

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

To: VICKERS METAL FINISHERS LIMITED incorporated and registered in England and Wales with company number 06046526 whose registered office is at Units 3 & 4 Shelley Farm, Shelley Lane, Ower, Romsey, Hampshire SO51 6AS

From: ALAN JAMES SAITCH and AVRIL JACQUELINE SAITCH of Vickers Business Centre, Priestly Road, Basingstoke, Hampshire RG24 9NP

Date:

IMPORTANT NOTICE

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 have **no 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 so, 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 decided to go 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 so you would not need to make a separate visit to an independent solicitor.