

**TENANT'S STATUTORY DECLARATION UNDER SECTION 38A(3)(b) OF THE LANDLORD AND
TENANT ACT 1954 ACKNOWLEDGING
RECEIPT OF A LANDLORD'S NOTICE UNDER SECTION 38A (3) (a)
OF THE LANDLORD AND TENANT ACT 1954**

I, [*NAME OF DIRECTOR/TRUSTEE*], of [*DIRECTOR/TRUSTEE ADDRESS*] a Director/Trustee on behalf of [*NAME OF TENANT CHARITY*] (Charity Registration Number []) whose registered office is at [] ("the Tenant") do solemnly and sincerely declare that:

1. The Tenant proposes to enter into a tenancy of premises of [] for a term commencing on the date referred to in the said tenancy
2. The Tenant proposes to enter into an agreement with [*LANDLORD*] ("the Landlord") that the provisions of section 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 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 is reproduced below and marked "Landlord's Notice".
4. The Tenant has read the notice referred to in paragraph 3 above and accepts the consequences of entering into an agreement referred to in paragraph 2 above.
5. I am authorised on behalf of the Tenant to give this declaration

LANDLORDS NOTICE
(SECTION 38A (3) (A) LANDLORD AND TENANT ACT 1954)
FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954
ARE NOT TO APPLY TO A BUSINESS TENANCY

To: [TENANT] (Charity Registration Number []) whose registered office is at []

From: [LANDLORD] (Company Registration Number []) whose registered office is at []

Premises: []

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.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835.

.....
Director/Trustee

DECLARED at

This day of

Before me

(signature of person whom declaration is made)

A commissioner for oaths *or* A solicitor empowered to administer oaths *or* (*as appropriate*)

