

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: KEWALION AND CO LTD INCORPORATED AND REGISTERED IN ENGLAND AND WALES WITH COMPANY NUMBER 11992532 OF 35 TRINITY ROAD BIRMINGHAM B6 6AJ

From: WEST BROMWICH BUILDING SOCIETY OF 2 PROVIDENCE PLACE WEST BROMWICH B70 8AF

IMPORTANT NOTICE FOR TENANT

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 day' 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.

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STATUTORY DECLARATION

by Tenant that Sections 24 to 28 of the Landlord and Tenant Act 1954 are NOT to apply to a Business Tenancy

I GURJINDER SINGH CHHOKAR (name of declarant) of 35 Trinity Road Birmingham B6 6AJ (address) do solemnly and sincerely declare that:

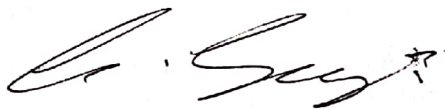
1. KEWALION AND CO LTD (name of tenant) propose(s) to enter into a tenancy of premises at FIRST FLOOR OFFICES AT 170-174 SOHO ROAD HANDSWORTH B21 9LP (address of premises) for a term commencing on THE DATE OF THE LEASE

2. The tenant propose(s) to enter into an agreement with WEST BROMWICH BUILDING SOCIETY (name of landlord) 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 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 below.

4. The tenant has 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.



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

DECLARED AT J M WILSON SOLICITORS

This 20th day of September 2019

Before me

Sanjeev Sharma
Partner and Solicitor



[A commissioner for oaths] [a solicitor empowered to administer oaths] or (as appropriate)

J. M. WILSON SOLICITORS

299-301 Birchfield Road,
Perry Barr, Birmingham
B20 3BX

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