

2014

STATUTORY DECLARATION – CONTRACTING OUT

I, **LYNDA A TROT** of **1 HODCOMBE CLOSE, EASTBOURNE** do solemnly and sincerely declare that:-

1. Living Life (Eastbourne) proposes to enter into a tenancy of premises at 177-187 Terminus Road, Eastbourne, East Sussex, BN21 3NX for a term commencing on a date to be agreed between the parties.
2. The tenant proposes to enter into an agreement with Leopold Noe and Susan Debra Noe as Trustees of the Rachel Charitable Trust 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 me/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.

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

**TO: Living Life (Eastbourne)
1 Hodcombe Close
Eastbourne
BN23 8JA**

[Name and address of tenant]

**FROM: Leopold Noe and Susan Debra Noe
as Trustees of the Rachel
Charitable Trust
of 2nd Floor, The Hide
3 Kingly Court
London W1B 5PW**

[Name and address of landlord]

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.

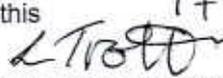
If you want to ensure that you can stay in the same premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

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 the 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.

DECLARED at ^{MCT}
this 17th day of April 2025


MCT SOLICITORS LTD
Suite 1, Charter House, Courtlands Road
Eastbourne BN22 8UY
01323 401401

.....
[signature of declarant]

Before me

.....
[signature of person before whom declaration is made]

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

Joseph Richardson - SOLICITOR
Suite 1, Charter House
Courtlands Road
Eastbourne BN22 8UY
01323 401401