



ENGLEFIELD
ESTATE

FWH-SMPC/SMT/HT

21st September 2023

Ms L Hannawin
Stratfield Mortimer Parish Council
Parish Council Office
27 Victoria Road
Mortimer
Reading
Berkshire
RG7 3SH

Subject to Contract

Dear Lynn,

**Re: - Land surrounding pillbox at junction Mortimer Lane and The Street
– New lease**

As you may be aware, your current agreement for occupation of the above premises comes to an end on 31st December 2023. I am pleased to confirm that the Estate is willing to offer you a further three-year lease of the above premises to start 1st January 2024.

Before we prepare the agreement, I am also serving on you the enclosed Notice which you should read thoroughly before confirming you have received it by **signing and dating** the enclosed Declaration. Then please return the Declaration to me as soon as possible at the Estate Office, after which I will prepare and arrange for you to sign the new lease.

To confirm, the Estate always looks to serve the attached Notice on occupants when entering into lease agreements of such premises and you may recall receiving similar documentation shortly before the current lease began.

Should you have any further questions please do get in touch.

Yours sincerely,

Harriet Thresh
Rural Estate Surveyor

Enc.

Harriet.thresh@englefield.co.uk



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: Stratfield Mortimer Parish Council
Address: Parish Council Office, 27 Victoria Road, Mortimer, Reading, RG7 3SH

From: Englefield Estate Trust Corporation Limited Company number: 0206592
Address: Englefield Estate Office, Theale, Reading, RG7 5DU

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 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.

