

**Section 17 of the Landlord and Tenant (Amendment) Act, 1980 (as amended by Section 4 of the Landlord and Tenant (Amendment) Act, 1994 and Section 47 of the Civil Law (Miscellaneous Provisions) Act, 2008)**

**Renunciation Of Rights To A New Tenancy**

**THIS RENUNCIATION** dated \_\_\_\_\_ 2018.

In this Renunciation the following words and expressions have the following meanings:

- 1.1 “**Licence**” means the licence attached to this Renunciation which is intended to be entered into between the Licensor and the Licensee;
  - 1.2 “**Route**” means the section of the eircom Pole Network over which Access is granted to the Licensee in accordance with the terms of the Licence, details of which are set out in Appendix A hereto;
  - 1.3 “**Licensee**” means [ ] Limited, being the licensee named in the Licence;
  - 1.4 “**Licensor**” means eircom Limited, being the licensor named in the Licence; and
  - 1.5 Terms not herein defined will have the meaning given to them in the Licence.
2. The Licensor has agreed to grant the Licensee, in common with the Licensor, the right to enter upon and obtain access to the Route for the Access as defined in the Licence subject to the terms and conditions set out in the Licence. The Licensor and the Licensee hereby acknowledge and agree that it is the strict intention of the parties the Licence will not create a tenancy within the meaning of the landlord and tenant legislation and that the Route does not constitute a tenement within the meaning of the landlord and tenant legislation.
  3. The Licensee acknowledges that it has received independent legal advice in relation to this Renunciation from a qualified solicitor who holds a practising certificate from the Law Society of Ireland in [ ], and has been advised that should at any time under existing landlord and tenant legislation the Licence be deemed to create a tenancy and the Route be considered a tenement, the Licensee would, subject to the terms of the landlord and tenant legislation, be entitled to a new tenancy in the Route at the expiry (or sooner determination) of the proposed Licence if it should continue for any reason for five years or more.
  4. Having received and considered such advice, and under the provisions of Section 17 of the Landlord and Tenant (Amendment) Act, 1980 (as amended by Section 4 of the Landlord and Tenant (Amendment) Act, 1994 and Section 47 of the Civil Law (Miscellaneous Provisions) Act, 2008), the Licensee HEREBY RENOUNCES any entitlement which it may have under the provisions of the landlord and tenant legislation to a new tenancy in the Route should such entitlement, but for this Renunciation, accrue upon the expiration or sooner determination of the proposed Licence.

**SIGNED** for and on behalf of  
[     ] Limited in the presence of:

\_\_\_\_\_  
**Solicitor**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tenant

## **Appendix A**

### **The Licence**