

**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 which has been entered into between the Licensor and the Licensee for Site Name dated xxxxxxxx
  - 1.2 “**Licensed Area**” means the area as so defined and described in the Licence, details of which are set out in the Schedule hereto;
  - 1.3 “**Licensee**” means <Operator>, being the licensee named in the Licence;
  - 1.4 “**Licensor**” means **eircom Limited**, being the licensor named in the Licence;
  - 1.5 [“**Variation Agreement**” means the Variation Agreement attached to this Renunciation which is intended to be entered into between the Licensor and the Licensee; and
2. The Licensor has agreed to vary the terms of the Licence on the terms and conditions set out in the Variation Agreement.
  3. The Licensor has granted the Licensee, in common with the Licensor, the right to enter upon and obtain access to the Licensed Area for the Permitted Use as defined in the Licence subject to the terms and conditions set out in the Licence as varied by the Variation Agreement . 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 Licensed Area does not constitute a tenement within the meaning of the landlord and tenant legislation.
  4. The Tenant 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 [ ], 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 Licensed Area 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 Licensed Area at the expiry (or sooner determination) of the proposed Licence if it should continue for any reason for five years or more.
  5. 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 Licensed Area should such entitlement, but for this Renunciation, accrue upon the expiration or sooner determination of the proposed Licence.

## **SCHEDULE**

### **The Premises**

**The site is the open eir Telephone Exchange in (Site Name). Licensor I.D. code and open eir site Site Code is (open eir site code).**

### **Licensed Area”**

The Licensed Area is the area delineated in Schedule 4 of the Licence.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Tenant**

**Appendix A**  
**The Variation Agreement.**  
**The Variation Agreement dated [insert date] made between eircom Limited and**  
**<Operator>**