

LETTER OF CONSENT TO SUBLEASE



[Insert date]

[Insert name and address of Tenant's solicitors]

Dear Sirs

[]
[]
[]

On behalf of the Landlord we CONSENT to the grant by the Tenant to the Subtenant of the Sublease of the Property on the following terms and conditions:

1. Definitions

In this Letter of Consent:

"2012 Act" means the Land Registration etc (Scotland) Act 2012;

"Automatic Plot Registration" means first registration of the Landlord's title to the Property triggered by the grant of the Sublease in terms of Sections 21(2)(b), 24(4), 25 and 30 of the 2012 Act;

"Business Day" means a day on which the clearing banks in [Edinburgh, Glasgow and London] are open for normal business;

"Head Landlord" means [] Limited, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [];

"Heritable Creditor" means [];

"Landlord" means [] Limited, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [];

"Lease" means the lease between [] and [] dated [] and [] and registered in the Books of Council and Session on [] [and also recorded in the Division of the General Register of Sasines for the County of [] [and the Tenant's [interest in] [right to] which is registered in the Land Register of Scotland under Title Number []];

"Missives" means the binding contract constituted by this Letter of Consent and all formal letters following upon it;

"Parties" means the Landlord and the Tenant;

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"Property" means ALL and WHOLE [] being the subjects more particularly described in the Lease;

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[**"Schedule"** means the schedule annexed to this Letter of Consent;]

"Sublease" means [the sublease of the Property to be granted by the Tenant to the Subtenant in respect of [the whole] [part] of the Tenant's [interest in] [right to] the Lease] [a sublease in terms of the draft set out in the Schedule];

"Subtenant" means [] Limited, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at []; [and]

"Tenant" means [] Limited, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at []; [and]

"Third Parties" means [the Heritable Creditor] [and] [the Head Landlord]].

2. Tenant's Confirmation

The Tenant confirms that no premium or other financial consideration is payable in relation to the grant of the Sublease, and no side letter or similar agreement has been, or will be, entered into between the Tenant and the Subtenant in relation to the Sublease.

3. Terms of Sublease

3.1 The Sublease will be:

3.1.1 for the period from [] to [];

3.1.2 at an initial rent of [] POUNDS (£[]) Sterling per annum, subject to review at dates coincident with, and on the same terms *mutatis mutandis* as, the rent reviews contained in the Lease; and

3.1.3 in terms which are wholly consistent in all respects with the Lease.

3.2 [The Landlord will not revise a draft of the Sublease nor be a party to it. The Tenant will not be entitled to use this consent as evidence that the terms of the Sublease have been approved expressly or impliedly by the Landlord.]

4. Rental Evidence

The Tenant will not be entitled to use this consent as evidence that the initial rent under the Sublease is accepted by the Landlord to represent the current open market rental value of the Property.

5. Sublease to be Registered

5.1 The Tenant will procure that the completed Sublease is registered in the Books of Council and Session for preservation and execution [and is registered in the Land Register of Scotland] within [21] days after the last date of execution.

5.2 The Tenant will deliver [two] extracts of the Sublease to the Landlord's solicitors within [14] days after the date of registration in the Books of Council and Session.

5.3 Where the Sublease is to be registered in the Land Register the Tenant will provide the Landlord within [14] days after receipt by the Tenant with (a) a copy of the Keeper's email acknowledgement of receipt for the application (b) a copy of the Keeper's confirmation that the application has been accepted, with a PDF version of the title sheet showing the Subtenant as registered proprietor of the subtenant's right in the Sublease.

5.4 If Automatic Plot Registration applies:

5.4.1 The Landlord will, at the Tenant's cost, deliver to the Tenant, on reasonable request, all documents, information and evidence that are required:

- (a) to satisfy the Keeper that, as at the date of the Subtenant's application for registration of the Sublease, the general application conditions in Section 22 of the 2012 Act, and the conditions of registration in Section 25 of the 2012 Act, are met; and
- (b) to enable the Keeper to create a title sheet for the Property:
 - (i) disclosing the Landlord as registered proprietor of the Property;
 - (ii) disclosing all relevant encumbrances and securities affecting the Property;
 - (iii) accurately delineating the Property on the cadastral map; and
 - (iv) containing no exclusion or limitation of warranty.

5.4.2 The Tenant will exhibit to the Landlord, not later than [7] days prior to the application being submitted, a copy of the completed application form for the Sublease, for approval by the Landlord.

5.4.3 The Tenant will procure that the Subtenant submits the application for registration of the Sublease in the form approved by the Landlord, along with the appropriate documents and evidence referred to in Condition 5.4.1 and will include the following [two] email address[es] for the Landlord [] [and []]] in the further information section of the application form; and

5.4.4 The Tenant will return to the Landlord any documents and evidence referred to in Condition 5.4.1:

- (a) as soon as reasonably practicable, in respect of any documents and evidence that the Keeper does not require to be submitted with the application; and
- (b) on completion of registration of the Sublease and the Property, in respect of any documents and evidence that are submitted to the Keeper with the application.

6. **[Suspensive Condition]**

6.1 This Letter of Consent is suspensively conditional on the Landlord obtaining written consent to the Sublease from the Third Parties in terms satisfactory to the Landlord, acting reasonably, within [21] days of the date of this Letter of Consent.

6.2 If the foregoing suspensive condition is not timeously purified (or waived by the Landlord), the Landlord will be entitled to withdraw this Letter of Consent at any time after that (but prior to such purification or waiver) on giving written notice to that effect to the Tenant.]

7. **No possession**

The Tenant will procure that the Subtenant is not given possession of the Property prior to [(a)] conclusion of the Missives [and (b) purification of Condition [6] ([Suspensive Condition])].

8. **Costs**

The Tenant will pay within five Business Days after written demand the fees and expenses reasonably and properly incurred by the Landlord in connection with this Letter of Consent [(including any costs payable to the Third Parties)] [and the Landlord's [surveyor's] administration fee [of £[]]] [(including VAT)] whether or not the Sublease is completed.

9. **General**

9.1 The Missives set out the entire agreement between the Parties relative to the consent of the Landlord to the Sublease and neither of the Parties will be treated as having entered into the

Missives in reliance on any representation, warranty or undertaking of the other Party which is not set out or referred to in the Missives.

9.2 The Missives do not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of the Missives.

10. **Tenant's Acceptance**

This Letter of Consent, unless sooner withdrawn, is open for acceptance in writing reaching us at this office not later than 4pm on [] failing which it will be deemed to have been withdrawn.

Yours faithfully

This is the Schedule referred to in the foregoing letter of consent from [] to [] dated []

SUBLEASE