

Summary

This style is for use in a purchase of an investment commercial property – a property subject to full repairing and insuring (FRI) leases. No deposit is envisaged in this style. A significant focus of the style is on securing for the Purchaser at the Date of Settlement all relevant rights enjoyed by the Seller as outgoing landlord in relation to the Occupational Leases to which the Property is subject. For instance, if the Property is multi-let the Seller may hold monies in a sinking fund for future capital expenditure on the Property. The style makes provision for the transfer of those monies to the Purchaser. Similarly if any Occupational Tenant has entered into a rent deposit agreement with the Seller, or a group company of an Occupational Tenant has guaranteed its obligations under any of the Occupational Leases, provision is made for the assignment to the Purchaser of the rights under the rent deposit agreement or guarantee. Rent reviews which are outstanding in respect of Occupational Leases at the time of the transaction are also dealt with in this style. Generally, the style is drafted from the standpoint of the Purchaser. The Purchaser's due diligence exercise is underpinned by Seller's warranties and suspensive – in preference to resolute – conditions. The suspensive conditions ensure that in order for the transaction to progress to settlement the Purchaser must be satisfied with, among other things, documentation exhibited (particularly the terms of the Lease Documentation), and other information disclosed, to the Purchaser by the Seller or arising from the Purchaser's own investigations. The Purchaser must also be satisfied as to the validity of the title and with the terms of the property enquiry certificate and other reports and audits etc. ordinarily obtained in the context of a purchase of a commercial property. The extensiveness of the Seller's warranties in the style will normally ensure that the Purchaser is well informed on a range of matters affecting the Property – for instance the impact of legislation, the physical condition of the Property, and the adoption status of roads and sewers. But even if many, or indeed the majority, of the warranties are ultimately deleted by the Seller, their presence in the style will serve to place the relevant matters on the agenda for the Purchaser's due diligence exercise. To facilitate negotiations various documents, such as assignments of significant interests (e.g. rights arising under construction documentation or tenant guarantees) and letters of obligation are annexed in the Schedule. In general, the style will need to be modified or adapted in a way that practitioners using the style find to be appropriate to the transaction in hand.

Contents

1. Definitions
2. Interpretation
3. Entry
4. Payment of Price [and interest]
5. VAT
6. Retention
7. Suspensive Condition
 - 7.1 Purchaser's satisfaction

- 7.1.1 Title, boundaries, Consents etc.
 - 7.1.2 Reports and audits etc.
 - 7.1.3 Funding and board approval
 - 7.1.4 Occupational Leases
 - 7.1.5 Construction Documentation
- 7.2 Purification and termination of the Missives
- 7.3 Longstop Date
- 8. Seller's warranties
 - 8.1 Effect of warranties
 - 8.2 Ancillary Property and Installations
 - 8.3 Minerals
 - 8.4 Water and sewerage
 - 8.5 Electricity and gas etc.
 - 8.6 Roads etc.
 - 8.7 Flooding and subsidence
 - 8.8 Asbestos etc.
 - 8.9 Deleterious Materials etc.
 - 8.10 Condition of the Property
 - 8.11 Rateable value etc.
 - 8.12 Pecuniary burdens
 - 8.13 Title conditions and servitudes etc.
 - 8.14 Occupational Leases
 - 8.15 Rights of access etc.
 - 8.16 Access to Adjoining Property
 - 8.17 Common property
 - 8.18 Community Interests
 - 8.19 Development
 - 8.20 Planning agreements

- 8.21 Matrimonial occupancy rights etc.
- 8.22 Antisocial Behaviour etc. (Scotland) Act 2004
- 8.23 Disability discrimination
- 8.24 Environmental Laws
- 8.25 Health and safety
- 8.26 Fire Protection Laws
- 8.27 Consents and permitted use
- 8.28 Statutory Notices etc.
- 8.29 Zoning and listing etc.
- 8.30 Service Contracts
- 8.31 Disputes
- 8.32 Construction Documentation
- 9. Occupational Leases
 - 9.1 New matters
 - 9.2 General management
 - 9.3 Apportionment of rent and insurance
 - 9.4 Arrears of rent etc.
 - 9.5 Assignment of Guarantees
 - 9.6 Assignment of Rent Deposits
 - 9.7 [Service charge
 - 9.8 [Outstanding Reviews
- 10. Rates apportionments etc.
- 11. Access to the Property etc.
- 12. Minerals
- 13. Construction matters
- 14. [Inventory and] [m][M]aintenance etc. of Ancillary Property etc.
- 15. Service Contracts etc.
- 16. Scheduled Repairs

17. Statutory Notices
18. Maintenance, risk and insurance
19. Settlement requirements
20. Cost of searches etc.
21. Default of the Seller
22. Notices
23. Entire agreement
24. Governing law
25. Alienation
26. Confidentiality
27. Right of waiver
28. Supersession
29. Agency
30. Form of acceptance
31. Time limit for acceptance

SCHEDULE PART 1 -ANCILLARY PROPERTY

SCHEDULE PART 2 - ASSIGNATION OF CONSTRUCTION DOCUMENTATION

SCHEDULE PART 3 - ASSIGNATION OF GUARANTEES

SCHEDULE PART 4 - ASSIGNATION OF RENT DEPOSIT AGREEMENTS

[SCHEDULE PART 5 - ASSIGNATION OF RENT REVIEWS

SCHEDULE PART 6 - ASSIGNATION OF SERVICE CONTRACTS

SCHEDULE PART 7 - CONSTRUCTION DOCUMENTATION

SCHEDULE PART 8 - LEASE DETAILS

SCHEDULE PART 9 - LEASE DOCUMENTATION

SCHEDULE PART 10 - PURIFICATION NOTICE

SCHEDULE PART 11 - SERVICE CONTRACTS

SCHEDULE PART 12 - TENANT NOTIFICATION

SCHEDULE PART 13 - SIGNATORIES' CERTIFICATE

SCHEDULE PART 14 - LETTER OF OBLIGATION