

2014 No. 9

LAND REFORM

**The Long Leases (Prescribed Form of Notices etc.) (Scotland)
Regulations 2014**

<i>Made</i>	- - - -	<i>9th January 2014</i>
<i>Laid before the Scottish Parliament</i>		<i>13th January 2014</i>
<i>Coming into force</i>	- -	<i>21st February 2014</i>

The Scottish Ministers make the following Regulations in exercise of the powers conferred by sections 8(2), 14(3)(a), 17(4)(a), 23(3)(a), 24(2)(a), 25(2)(a), 26(2)(a), 27(3)(a), 28(3)(a), 45(2) and (4)(b), 50(4)(b) and (c), 54(3)(b) and (c), 56(3)(a) and (c), 57(2), 63(b), 64(2)(a), 67(1)(b), 68(2)(b), 71(1)(c)(ii), 74(3)(a) and (b), 75(2)(b) and 82(1)(b) of the Long Leases (Scotland) Act 2012(a) and all other powers enabling them to do so.

Citation, commencement and interpretation

1.—(1) These Regulations may be cited as the Long Leases (Prescribed Form of Notices etc.) (Scotland) Regulations 2014 and come into force on 21st February 2014.

(2) In these Regulations “the Act” means the Long Leases (Scotland) Act 2012.

(3) A form referred to by number in these Regulations means the form so numbered in Schedule 1 to these Regulations.

Notice for conversion of reserved sporting rights

2.—(1) The notice referred to in section 8(2) of the Act (conversion of reserved sporting rights) is to be in the form of notice set out in form 1.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act (notices: pre-registration requirements) is to be in the form of explanatory note which immediately follows form 1.

Notice for conversion of qualifying condition by nomination of benefited property

3.—(1) The notice referred to in section 14(2) of the Act (conversion by nomination of benefited property) is to be in the form of notice set out in form 2.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 2.

(a) 2012 asp 9; section 80(1) contains a definition of “prescribed” relevant to the use of powers in these Regulations.

Notice for conversion of qualifying condition by agreement

4.—(1) The notice referred to in section 17(1)(a) of the Act (conversion by agreement) is to be in the form of notice set out in form 3.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 3.

Notice for conversion to personal pre-emption or personal redemption burden

5.—(1) The notice referred to in section 23(1) of the Act (conversion to personal pre-emption or redemption burden) is to be in the form of notice set out in form 4.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 4.

Notice for conversion to economic development burden

6.—(1) The notice referred to in section 24(1) of the Act (conversion to economic development burden) is to be in the form of notice set out in form 5.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 5.

Notice for conversion to health care burden

7.—(1) The notice referred to in section 25(1) of the Act (conversion to health care burden) is to be in the form of notice set out in form 6.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 6.

Notice for conversion to climate change burden

8.—(1) The notice referred to in section 26(1) of the Act (conversion to climate change burden) is to be in the form of notice set out in form 7.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 7.

Notice for conversion to conservation burden

9.—(1) The notice referred to in section 27(1) of the Act (conversion to conservation burden: rule one) is to be in the form of notice set out in form 8.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 8.

Notice for conversion to conservation burden where conservation body or the Scottish Ministers nominated to enforce

10.—(1) The notice referred to in section 28(1) of the Act (conversion to conservation burden: rule two) is to be in the form of notice set out in form 9.

(2) The explanatory note to this notice referred to in section 75(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 9.

Notice requiring compensatory payment

11.—(1) The notice referred to in section 45(2) of the Act (requiring compensatory payment) is to be in the form of notice set out—

- (a) in the case of *cumulo* rent, in form 10;

(b) in the case of a partially continuing lease, in form 11;

(c) in the ordinary case, in form 12.

(2) The explanatory note to this notice referred to in section 45(4)(b) of the Act is to be in the form of explanatory note which immediately follows form 10, 11 or 12.

Notice claiming additional payment

12.—(1) The notice referred to in section 50(2) of the Act (claiming additional payment) is to be in the form of notice set out in form 13.

(2) The explanatory note to this notice referred to in section 50(4)(c) of the Act is to be in the form of explanatory note which immediately follows form 13.

Notice requiring additional payment agreed between former landlord and former tenant

13.—(1) The notice referred to in section 54(2) of the Act (additional payment: amount mutually agreed) is to be in the form of notice set out in form 14.

(2) The explanatory note to this notice referred to in section 54(3)(c) of the Act is to be in the form of explanatory note which immediately follows form 14.

Notice requiring payment in excess of £500

14.—(1) The preliminary notice referred to in section 56(2) of the Act (claims in excess of £500: preliminary notice) is to be in the form of notice set out—

(a) in the case of compensatory payment exceeding £500, in form 15;

(b) in the case of additional payment exceeding £500, in form 16.

(2) The explanatory note to this notice referred to in section 56(3)(c) of the Act is to be in the form of explanatory note which immediately follows form 15 or 16.

Instalment document

15.—(1) The instalment document referred to in section 57(2)(a) of the Act (making payments by instalments) is to be in the form of document set out in form 17.

(2) The explanatory note to this document referred to in section 57(2)(b) of the Act is to be in the form of explanatory note which immediately follows form 17.

Notice seeking exemption from conversion of a qualifying lease

16.—(1) The exemption notice referred to in section 63(b) of the Act (exemption of qualifying lease by registration of notice) is to be in the form of notice set out in form 18.

(2) The explanatory note to this notice referred to in section 68(2)(b) of the Act (exemption and recall notices: supplementary) is to be in the form of explanatory note which immediately follows form 18.

Agreement exempting qualifying lease by registration

17. The agreement referred to in section 64(2)(a) of the Act (exemption of qualifying lease by registration of agreement) is to be in the form of agreement set out in form 19.

Notice of recall of exemption

18.—(1) The recall notice referred to in section 67(1)(b) of the Act (recall of exemption) is to be in the form of notice set out in form 20.

(2) The explanatory note to this notice referred to in section 68(2)(b) of the Act (exemption and recall notices: supplementary) is to be in the form of explanatory note which immediately follows form 20.

Service of notices

19.—(1) The acknowledgement of service referred to in section 74(3)(a) of the Act (service of notices) is to be in the form of notice set out in form 21.

(2) The certificate of posting referred to in section 74(3)(b) of the Act is to be in the form of notice set out in form 22.

Table of life expectancy

20. The table of life expectancy referred to in section 71(1)(c)(ii) of the Act (determining duration of the lease) is set out in Schedule 2.

St Andrew's House,
Edinburgh
9th January 2014

R CUNNINGHAM
Authorised to sign by the Scottish Ministers

SCHEDULE 1

Regulation 1(3)

LIST OF FORMS TO BE USED IN CONNECTION WITH REGISTRATION

Form	Purpose	Relevant provision of the Act
1	Notice for conversion of reserved sporting rights	Section 8(2)
2	Notice for conversion of qualifying condition by nomination of benefited property	Section 14(2)
3	Notice seeking agreement to the conversion of qualifying condition(s)	Section 17(1)(a)
4	Notice for conversion of qualifying condition into personal pre-emption burden or personal redemption burden	Section 23(1)
5	Notice for conversion of qualifying condition into economic development burden	Section 24(1)
6	Notice for conversion of qualifying condition into health care burden	Section 25(1)
7	Notice for conversion of qualifying condition into climate change burden	Section 26(1)
8	Notice for conversion of qualifying condition into conservation burden	Section 27(1)
9	Notice for conversion of qualifying condition into conservation burden by nomination of conservation body or Scottish Ministers to have title to enforce real burden	Section 28(1)
10	Notice requiring compensatory payment etc.: <i>cumulo</i> rent	Section 45(2)
11	Notice requiring compensatory payment etc.: partially continuing lease	Section 45(2)
12	Notice requiring compensatory payment etc.: ordinary case	Section 45(2)
13	Notice requesting additional payment	Section 50(2)
14	Further notice requiring additional payment following agreement	Section 54(2)
15	Preliminary notice for compensatory payment exceeding £500	Section 56(2)
16	Preliminary notice for additional payment exceeding £500	Section 56(2)
17	Instalment document	Section 57(2)(a)

Form	Purpose	Relevant provision of the Act
18	Notice seeking exemption from conversion of a qualifying lease	Section 63(b)
19	Agreement seeking exemption of qualifying lease by registration of agreement	Section 64(2)(a)
20	Notice recalling prior exemption from conversion of a qualifying lease	Section 67(1)(b)
21	Acknowledgement of service	Section 74(3)(a)
22	Certificate of posting	Section 74(3)(b)

Form 1

Form of notice for preservation of sporting rights

“ NOTICE FOR CONVERSION OF RESERVED SPORTING RIGHTS

Name and address of landlord under the qualifying lease:

Description of land affected by sporting rights:

(see note for completion 1)

Terms of reserved sporting rights:

(see note for completion 2)

Any counter-obligation:

(see note for completion 2)

Title as landlord:

(see note for completion 3)

Service:

(see note for completion 4)

I swear [or affirm] that the information contained in this notice is, to the best of my knowledge and belief, true.

Signature of person sending notice:

(see note for completion 5)

Signature of notary public:

Date:

”

Form of explanatory note

“Explanatory note for tenant under the qualifying lease (This explanation has no legal effect)

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically, and all tenants under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by your landlord. He/she claims to be entitled to exercise the rights listed. Following registration of the notice in the Land Register of Scotland or Register of Sasines under section 8(2) of the Long Leases (Scotland) Act 2012, those rights will continue to be enforceable even after conversion of the lease to ownership.

This notice does not require you to take any action; but if you think that there is a mistake in it, or if you wish to challenge it, you are advised to contact your solicitor or other adviser.

Notes for completion of the notice (These notes have no legal effect)

1. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland the description should refer to the title number of the land or of the larger subjects of which the land forms part. Otherwise it should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.

2. Specify by reference to the appropriate Register the deed in which the sporting rights were reserved or the counter-obligation was imposed. Except where the reservation was by implication, set out the terms of the sporting rights or the counter-obligation in full or refer to the deed in such a way as to identify those rights or that counter-obligation.

3. Set out the landlord’s title in conformity with note 1 above. If title has not been completed set out the midcouple(s) linking the landlord with the person who had the last completed title.

4. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the tenant under the qualifying lease (except in a case where this is not reasonably practicable). Then insert whichever is applicable of the following:

“A copy of this notice has been sent, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by recorded delivery or registered post or by ordinary post*] on [*date of posting*] to the tenant under the qualifying lease at [*state address*].”; or

“It has not been reasonably practicable to send a copy of this notice to the tenant under the qualifying lease for the following reason: [*specify the reason*].”.

5. The landlord should not swear or affirm, or sign, until a copy of the notice has been sent (or otherwise) as mentioned in note 4. Before signing, the landlord should swear or affirm before a notary public (or, if the notice is being completed outwith Scotland, before a person duly authorised under the local law to administer oaths or receive affirmations) that, to the best of the landlord’s knowledge and belief, all the information contained in the notice is true. The notary public should also sign. Swearing or affirming a statement which is known to be false or which is believed not to be true is a criminal offence under sections

44 and 45 of the Criminal Law (Consolidation) (Scotland) Act 1995^(a). Normally the landlord should swear or affirm, and sign, personally. If, however, the landlord is legally disabled or lacks capacity (for example because of mental disorder) a legal representative should swear or affirm and sign. If the landlord is not an individual (for example, if it is a company) a person entitled by law to sign formal documents on its behalf should swear or affirm and sign.”

^(a) 1995 c.39.

Form 2

Form of notice for conversion of qualifying condition by nomination of benefited property

“ NOTICE FOR CONVERSION OF QUALIFYING CONDITION BY
NOMINATION OF BENEFITED PROPERTY

Name and address of person sending notice:

Description of land nominated as burdened property:

(see note for completion 1)

Description of land nominated as benefited property:

(see note for completion 1)

Links in title:

(see note for completion 2)

Specification of condition met:

(see note for completion 3)

Terms of qualifying condition(s):

(see note for completion 4)

Any counter-obligation:

(see note for completion 4)

Title to enforce the qualifying condition(s):

(see note for completion 5)

Service:

(see note for completion 6)

I swear [or affirm] that the information contained in this notice is, to the best of my knowledge and belief, true.

Signature of person sending notice:

(see note for completion 7)

Signature of notary public:

Date:

”

Form of explanatory note

“Explanatory note for tenant under the qualifying lease

(This explanation has no legal effect)

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically, and all tenants under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by your landlord or by someone else who claims to be able to enforce the burdens and conditions in the title to your property. That person is also a neighbour. In this notice your property (or some part of it) is referred to as the “burdened property” and neighbouring property belonging to the person sending this notice is referred to as the “benefited property”.

The person sending this notice asserts that the use of your property is subject to the “qualifying conditions” listed in the notice. By this notice that person claims the right to continue to enforce these qualifying conditions even after conversion of the lease to ownership, but as owner (or tenant) of the benefited (i.e. neighbouring) property. In order to take effect the notice must be registered in the Land Register of Scotland or Register of Sasines under section 14(2) of the Long Leases (Scotland) Act 2012. Registration preserves the qualifying conditions and means that they can continue to be enforced by the person and by that person’s successors as owner (or tenant) of the benefited property.

Normally, for the notice to be valid, there must, on the benefited property, be a permanent building which is within 100 metres of the burdened property. That building must be in use as a place of human habitation or of human resort. However, the presence of a building is not required if the burden gives a right of pre-emption or redemption, or if the benefited property comprises, minerals, salmon fishings or some other incorporated property (and the qualifying condition was created for the benefit of that land). Further, the Lands Tribunal for Scotland is able to dispense with these conditions if the extinction of the qualifying condition would cause material detriment to the value or enjoyment of the ownership of the land by the person sending the notice.

This notice does not require you to take any action; but if you think that there is a mistake in it, or if you wish to challenge it, you are advised to contact your solicitor or other adviser.

Notes for completion of the notice

(These notes have no legal effect)

1. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.

2. Complete the section “Links in Title” only if the person sending the notice does not have a completed title to the land nominated as benefited property. Set out the midcouple(s) linking that person with the person who had the last completed title.

3. Insert one or more of the following:

“The benefited property has on it a [*specify type of building*] at [*specify address of building*] which is within 100 metres of the burdened property.”;

“The qualifying condition comprises a right of [*specify pre-emption or redemption (or both)*].”;

“The benefited property comprises [*specify minerals or salmon fishings or some other incorporeal property*], and (as is apparent from the terms of the qualifying condition) that condition was created for the benefit of that land.”;

“On [*specify date*] the Lands Tribunal for Scotland granted an order dispensing with the conditions.”.

4. Specify by reference to the appropriate land register the deed or deeds in which the qualifying condition or counter-obligation was imposed. Set out the qualifying condition or counter-obligation in full or refer to the deed in such a way as to identify the qualifying condition or counter-obligation.

5. Specify the basis on which the title to enforce arises: for example, as the landlord of the person who is subject to the qualifying conditions, or as an owner (or tenant) of neighbouring property. Except where the person sending the notice is the landlord, explain the legal and factual grounds on which the title to enforce is based. In all cases set out the relevant property right held by the person in conformity with notes 1 and 2 above.

6. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the tenant under the qualifying lease (except in a case where this is not reasonably practicable). Then insert whichever of the following is applicable:

“A copy of this notice has been sent, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by recorded delivery, by registered post or by ordinary post*] on [*date of posting*] to the tenant under the qualifying lease at [*state address*].”;

“It has not been reasonably practicable to send a copy of this notice to the tenant under the qualifying lease for the following reason: [*specify the reason*].”.

7. The person sending the notice should not swear or affirm, or sign, until a copy of the notice has been sent (or otherwise) as mentioned in note 6. Before signing, the sender should swear or affirm before a notary public (or, if the notice is being completed outwith Scotland, before a person duly authorised under the local law to administer oaths or receive affirmations) that, to the best of the sender’s knowledge and belief, all the information contained in the notice is true. The notary public should also sign. Swearing or affirming a statement which is known to be false or which is believed not to be true is a criminal offence under sections 44 and 45 of the Criminal Law (Consolidation) (Scotland) Act 1995. Normally the sender should swear or affirm, and sign, personally. If, however, the sender is legally disabled or lacks capacity (for example because of mental disorder) a legal representative should swear or affirm and sign. If the sender is not an individual (for example, if it is a company) a person entitled by law to sign formal documents on its behalf should swear or affirm and sign.”

Form 3

Form of notice seeking agreement to the conversion of qualifying condition

“ NOTICE SEEKING AGREEMENT TO THE CONVERSION OF
QUALIFYING CONDITION(S)

Name and address of person sending notice:

Name and address of tenant under the qualifying lease:

Description of land which, if agreement is reached and the agreement registered, is to be the burdened property:

(see note for completion 1)

Description of land which, if agreement is reached and the agreement registered, is to be the benefited property:

(see note for completion 1)

Links in title:

(see note for completion 2)

Terms of qualifying condition(s):

(see note for completion 3)

Any counter-obligation:

(see note for completion 3)

Title to enforce the qualifying condition(s):

(see note for completion 4)

Service:

(see note for completion 5)

Signature of person sending notice:

Date:

”

Form of explanatory note

“Explanatory note for tenant under the qualifying lease (This explanation has no legal effect)

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically, and all tenants under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by your landlord or by someone else who claims to be able to enforce the burdens and conditions in the title to your property. That person is also a neighbour. In this notice your property (or some part of it) is referred to as the “burdened property” and neighbouring property belonging to the person sending this notice is referred to as the “benefited property”.

The person sending this notice asserts that the use of your property is subject to the “qualifying conditions” listed in the notice. That person wishes to continue to enforce these qualifying conditions even after conversion of the lease to ownership, but as owner (or tenant) of the benefited (i.e. neighbouring) property. That requires your written agreement. Such an agreement can then be registered in the Land Register of Scotland or Register of Sasines under section 17(1)(c) of the Long Leases (Scotland) Act 2012. Registration preserves the qualifying conditions and means that they can continue to be enforced by the person and by that person’s successors as owner (or tenant) of the benefited property.

In the absence of agreement the person may yet be able to enforce the qualifying conditions provided that person can meet certain statutory conditions or if that person applies to the Lands Tribunal for Scotland and the Tribunal grants an appropriate order on being satisfied by that person that there would be material detriment to the value or enjoyment of that person’s ownership of the prospective benefited property were the qualifying conditions to be extinguished.

If the person sending this notice does apply to the Tribunal you may oppose the application and in doing so may be eligible for legal aid. You are advised to consult your solicitor or other adviser if you wish to consider opposing the application or if you are uncertain about what is said in this notice.

Notes for completion of the notice (These notes have no legal effect)

1. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.

2. Complete the section “Links in Title” only if the person sending the notice does not have a completed title to the land which is to be the benefited property. Set out the midcouple(s) linking that person with the person who had the last completed title.

3. Specify by reference to the appropriate Register the deed or deeds in which the qualifying condition or counter-obligation was imposed. Set out the qualifying condition or counter-obligation in full or refer to the deed in such a way as to identify the qualifying condition or counter-obligation. You may if you wish propose and set out a modification to either the qualifying condition or to the counter-obligation (or modifications to both).

4. Specify the basis on which the title to enforce arises: for example, as the landlord of the person who is subject to the qualifying conditions, or as an owner (or tenant) of neighbouring property. Except where the person sending the notice is the landlord, explain the legal and factual grounds on which the title to enforce is based. In all cases set out the relevant property right held by the person in conformity with notes 1 and 2 above.

5. Do not complete until a copy of the notice, together with the explanatory note, has been delivered or sent to the tenant under the qualifying lease. Then insert the following:

“A copy of this notice has been served, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by delivery, by recorded delivery, by registered post or by ordinary post*] on [*date of posting or delivery*] to the tenant under the qualifying lease at [*state address*].”.

The notice should not be signed until a copy of it has been so delivered or sent.”

Form 4

Form of notice for conversion of qualifying condition into personal pre-emption
burden or personal redemption burden

“ NOTICE FOR CONVERSION OF QUALIFYING CONDITION INTO
PERSONAL PRE-EMPTION BURDEN OR PERSONAL REDEMPTION
BURDEN

Name and address of person sending notice:

Description of land which is to be the burdened property:

(see note for completion 1)

Terms of qualifying condition(s):

(see note for completion 2)

Any counter-obligation:

(see note for completion 2)

Title to enforce the qualifying condition(s):

(see note for completion 3)

Service:

(see note for completion 4)

**I swear [or affirm] that the information contained in this notice is, to the best of my
knowledge and belief, true.**

Signature of person sending notice:

(see note for completion 5)

Signature of notary public:

Date:

”

Form of explanatory note

“Explanatory note for tenant under the qualifying lease (This explanation has no legal effect)

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically, and all tenants under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by your landlord or by someone else who claims to be able to enforce the burdens and conditions in the title to your property. In this notice your property (or some part of it) is referred to as the “burdened property”.

The person sending this notice asserts that at present your property is subject to a right of pre-emption [or of redemption] enforceable by that person. By this notice that person claims the right to continue to enforce it even after conversion of the lease to ownership, but in a personal capacity. The notice, if it is registered in the Land Register of Scotland or Register of Sasines under section 23(1) of the Long Leases (Scotland) Act 2012 will allow that person to enforce the right as a personal pre-emption burden [or personal redemption burden] after conversion of the lease.

This notice does not require you to take any action; but if you think that there is a mistake in it, or if you wish to challenge it, you are advised to contact your solicitor or other adviser.

Notes for completion of the notice (These notes have no legal effect)

1. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.

2. Specify by reference to the appropriate land register the deed or deeds in which the qualifying condition or counter-obligation was imposed. Set out the qualifying condition or counter-obligation in full or refer to the deed in such a way as to identify the qualifying condition or counter-obligation.

3. Specify the basis on which the title to enforce arises: for example, as the landlord of the person who is subject to the qualifying conditions, or as the owner (or tenant) of neighbouring property. Except where the person sending the notice is the landlord, explain the legal and factual grounds on which the title to enforce is based. In all cases set out the relevant property right held by the person in conformity with note 1. If there is no completed title, set out the midcouple(s) linking the person sending the notice with the person who had the last completed title.

4. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the tenant under the qualifying lease (except in a case where this is not reasonably practicable). Then insert whichever is applicable of the following:

“A copy of this notice has been sent, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [specify whether by recorded delivery or registered post or by ordinary post] on [date of posting] to the tenant under the qualifying lease at [state address].”; or

“It has not been reasonably practicable to send a copy of this notice to the tenant under the qualifying lease for the following reason: [*specify the reason*].”.

5. The person sending the notice should not swear or affirm, or sign, until a copy of the notice has been sent (or otherwise) as mentioned in note 4. Before signing, the sender should swear or affirm before a notary public (or, if the notice is being completed outwith Scotland, before a person duly authorised under the local law to administer oaths or receive affirmations) that, to the best of the sender’s knowledge and belief, all the information contained in the notice is true. The notary public should also sign. Swearing or affirming a statement which is known to be false or which is believed not to be true is a criminal offence under sections 44 and 45 of the Criminal Law (Consolidation) (Scotland) Act 1995. Normally the sender should swear or affirm, and sign, personally. If, however, the sender is legally disabled or lacks capacity (for example because of mental disorder) a legal representative should swear or affirm and sign. If the sender is not an individual (for example, if it is a company) a person entitled by law to sign formal documents on its behalf should swear or affirm and sign.”

Form 5

Form of notice for conversion of qualifying condition into economic development burden

“ NOTICE FOR CONVERSION OF QUALIFYING CONDITION INTO
 ECONOMIC DEVELOPMENT BURDEN

Name and address of body sending notice (being a local authority or the Scottish Ministers):

(see note for completion 1)

Description of land which is to be the burdened property:

(see note for completion 2)

Terms of qualifying condition(s):

(see note for completion 3)

Any counter-obligation:

(see note for completion 3)

Statement that the qualifying condition is imposed for the purpose of promoting economic development:

(with supporting evidence: see note for completion 4)

Title to enforce the qualifying condition(s):

(see note for completion 5)

Service:

(see note for completion 6)

Signature of body sending notice:

(see note for completion 7)

Date:

”

Form of explanatory note

*“Explanatory note for tenant under the qualifying lease
(This explanation has no legal effect)*

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically, and all tenants under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by your landlord or by someone else who claims to be able to enforce the burdens and conditions in the title to your property. That person is also [a local authority] *or* [the Scottish Ministers].

The [local authority asserts]/[Scottish Ministers assert] that the use of your property is subject to the “qualifying conditions” listed in the notice, and that these conditions qualify as potential “economic development burdens”. Economic development burdens are conditions imposed for the purpose of promoting economic development. By this notice the [local authority claims] *or* [Scottish Ministers claim] the right to continue to enforce these qualifying conditions even after conversion of the lease to ownership. At that point they will become economic development burdens. In order to take effect the notice must be registered in the Land Register of Scotland or Register of Sasines under section 24(1) of the Long Leases (Scotland) Act 2012.

This notice does not require you to take any action; but if you think that there is a mistake in it, or if you wish to challenge it, you are advised to contact your solicitor or other adviser.

*Notes for completion of the notice
(These notes have no legal effect)*

1. Insert “the Scottish Ministers” or, as the case may be, the name and address of the local authority.

2. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.

3. Specify by reference to the appropriate land register the deed or deeds in which the qualifying condition or counter-obligation was imposed. Set out the qualifying condition or counter-obligation in full or refer to the deed in such a way as to identify the qualifying condition or counter-obligation.

4. Provide the statement specified and set out any information which supports it.

5. Specify the basis on which the title to enforce arises: for example, as landlord of the person who is subject to the qualifying conditions, or as owner (or tenant) of neighbouring property. Except where the body sending the notice is a landlord, explain the legal and factual grounds on which the title to enforce is based. In all cases set out the relevant property right held by the body in conformity with note 2 above. If there is no completed title, set out the midcouple(s) linking the body with the person who had the last completed title.

6. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the tenant under the qualifying lease (except in a case where this is not reasonably practicable). Then insert whichever is applicable of the following:

“A copy of this notice has been sent, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by recorded delivery or registered post or by ordinary post*] on [*date of posting*] to the tenant under the qualifying lease at [*state address*].”; or

“It has not been reasonably practicable to send a copy of this notice to the tenant under the qualifying lease for the following reason: [*specify the reason*].”.

7. The notice should not be signed until a copy of it has been sent (or otherwise) as mentioned in note 6. A duly authorised person may sign on behalf of the local authority or the Scottish Ministers.”

Form 6

Form of notice for conversion of qualifying condition into health care burden

“ NOTICE FOR CONVERSION OF QUALIFYING CONDITION INTO
HEALTH CARE BURDEN

Name and address of body sending notice being the Scottish Ministers:

Description of land which is to be the burdened property:

(see note for completion 1)

Terms of qualifying condition(s):

(see note for completion 2)

Any counter-obligation:

(see note for completion 2)

Statement that the qualifying condition is imposed for the purpose of promoting the provision of facilities for health care:

(with supporting evidence: see note for completion 3)

Title to enforce the qualifying condition(s):

(see note for completion 4)

Service:

(see note for completion 5)

Signature by the Scottish Ministers:

(see note for completion 6)

Date:

”

Form of explanatory note

*“Explanatory note for tenant under the qualifying lease
(This explanation has no legal effect)*

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically and all tenants

under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by the Scottish Ministers, in their capacity as either your landlord or as a body who claims to be able to enforce the burdens and conditions in the title to your property.

The Scottish Ministers assert that the use of your property is subject to the “qualifying conditions” listed in the notice and that these conditions qualify as potential “health care burdens”. Health care burdens are conditions imposed for the purpose of promoting the provision of facilities for health care. By this notice the Scottish Ministers claim the right to continue to enforce these qualifying conditions even after conversion of the lease to ownership. At that point they will become health care burdens. In order to take effect the notice must be registered in the Land Register of Scotland or Register of Sasines in accordance with section 25(1) of the Long Leases (Scotland) Act 2012.

This notice does not require you to take any action but if you think that there is a mistake in it, or if you wish to challenge it, you are advised to contact your solicitor or other adviser.

*Notes for completion of the notice
(These notes have no legal effect)*

1. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.

2. Specify by reference to the appropriate land register the deed or deeds in which the qualifying condition or counter-obligation was imposed. Set out the qualifying condition or counter-obligation in full or refer to the deed in such a way as to identify the qualifying condition or counter-obligation.

3. Provide the statement specified and set out any information which supports it.

4. Specify the basis on which the title to enforce arises: for example, as landlord of the person who is subject to the qualifying conditions, or as owner (or tenant) of neighbouring property. Except where the Scottish Ministers are the landlord, explain the legal and factual grounds on which the title to enforce is based. In all cases set out the relevant property right held by the Scottish Ministers in conformity with note 1 above. If there is no completed title, set out the midcouple(s) linking the Scottish Ministers with the person who had the last completed title.

5. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the tenant under the qualifying lease (except in a case where this is not reasonably practicable). Then insert whichever is applicable of the following:

“A copy of this notice has been sent, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by recorded delivery or registered post or by ordinary post*] on [*date of posting*] to the tenant under the qualifying lease at [*state address*].”; or

“It has not been reasonably practicable to send a copy of this notice to the tenant under the qualifying lease for the following reason: [*specify the reason*].”.

6. The notice should not be signed until a copy of it has been sent (or otherwise) as mentioned in note 5. A duly authorised person may sign on behalf of the Scottish Ministers.”

Form 7

Form of notice for conversion of qualifying condition into climate change burden

“ NOTICE FOR CONVERSION OF QUALIFYING CONDITION INTO
CLIMATE CHANGE BURDEN

Name and address of body sending notice (being a public body, trust or the Scottish Ministers):

(see note for completion 1)

Description of land which is to be the burdened property:

(see note for completion 2)

Terms of qualifying condition(s):

(see note for completion 3)

Any counter-obligation:

(see note for completion 5)

Statement that the qualifying condition is imposed for the purpose of reducing greenhouse gas emissions:

(with supporting evidence: see note for completion 4)

Title to enforce the qualifying condition(s):

(see note for completion 5)

Service:

(see note for completion 6)

Signature by the Scottish Ministers:

(see note for completion 7)

Date:

”

Form of explanatory note

*“Explanatory note for tenant under the qualifying lease
(This explanation has no legal effect)*

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically, and all tenants under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by a public body, trust or the Scottish Ministers, in their capacity as either your landlord or as a body who claims to be able to enforce the burdens and conditions in

the title to your property. They assert that the use of your property is subject to the “qualifying conditions” listed in the notice, and that these conditions qualify as potential “climate change burdens”. Climate change burdens are conditions imposed for the purpose of reducing greenhouse gas emissions. By this notice they claim the right to continue to enforce these qualifying conditions even after conversion of the lease to ownership. At that point the burdens and conditions will become climate change burdens. In order to take effect the notice must be registered in the Land Register of Scotland or Register of Sasines under section 26(1) of the Long Leases (Scotland) Act 2012.

This notice does not require you to take any action but if you think that there is a mistake in it, or if you wish to challenge it, you are advised to contact your solicitor or other adviser.

Notes for completion of the notice
(These notes have no legal effect)

1. Insert name and address of the public body or trust or insert “the Scottish Ministers”.
2. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.
3. Specify by reference to the appropriate land register the deed or deeds in which the qualifying condition or counter-obligation was imposed. Set out the qualifying condition or counter-obligation in full or refer to the deed in such a way as to identify the qualifying condition or counter-obligation.
4. Provide the statement specified and set out any information which supports it.
5. Specify the basis on which the title to enforce arises: for example, as landlord of the person who is subject to the qualifying conditions, or as owner (or tenant) of neighbouring property. Except where the body sending the notice is the landlord, explain the legal and factual grounds on which the title to enforce is based. In all cases set out the relevant property right held by the body in conformity with note 2 above. If there is no completed title, set out the midcouple(s) linking the body with the person who had the last completed title.
6. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the tenant under the qualifying lease (except in a case where this is not reasonably practicable). Then insert whichever is applicable of the following:

“A copy of this notice has been sent, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by recorded delivery or registered post or by ordinary post*] on [*date of posting*] to the tenant under the qualifying lease at [*state address*].”; or

“It has not been reasonably practicable to send a copy of this notice to the tenant under the qualifying lease for the following reason: [*specify the reason*].”.
7. The notice should not be signed until a copy of it has been sent (or otherwise) as mentioned in note 6. A duly authorised person may sign on behalf of the public body, trust or the Scottish Ministers.”

Form 8

Form of notice for conversion of qualifying condition into conservation burden

“ NOTICE FOR CONVERSION OF QUALIFYING CONDITION INTO
CONSERVATION BURDEN

**Name and address of body sending notice (being a conservation body or the
Scottish Ministers):**

(see note for completion 1)

Description of land which is to be the burdened property:

(see note for completion 2)

Terms of qualifying condition(s):

(see note for completion 3)

Any counter-obligation:

(see note for completion 3)

Title to enforce the qualifying condition(s):

(see note for completion 4)

Service:

(see note for completion 5)

Signature of person sending notice:

(see note for completion 6)

Signature of witness:

Name and address of witness:

Date:

”

Form of explanatory note

*“Explanatory note for tenant under the qualifying lease
(This explanation has no legal effect)*

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically and all tenants

holding under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by your landlord or by someone else who claims to be able to enforce the burdens and conditions in the title to your property. That person is also [a conservation body by virtue of the order mentioned in the notice] *or* [the Scottish Ministers].

The [conservation body asserts] *or* [Scottish Ministers assert] that the use of your property is subject to the “qualifying conditions” listed in the notice, and that these conditions qualify as potential “conservation burdens”. Conservation burdens are conditions imposed in the public interest for the preservation or protection either of architectural or historic characteristics of land or of some other special characteristic of land including a special characteristic derived from the flora, fauna, or general appearance of the land. By this notice the [conservation body claims] *or* [Scottish Ministers claim] the right to continue to enforce these qualifying conditions even after conversion of the lease to ownership. At that point they will become conservation burdens. In order to take effect the notice must be registered in the Land Register of Scotland or Register of Sasines under section 27(1) of the Long Leases (Scotland) Act 2012.

This notice does not require you to take any action; but if you think that there is a mistake in it, or if you wish to challenge it, you are advised to contact your solicitor or other adviser.

*Notes for completion of the notice
(These notes have no legal effect)*

1. If the notice is being sent by a conservation body, give the year and number of the statutory instrument under which the status of conservation body was conferred.

2. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.

3. Specify by reference to the appropriate land register, the deed or deeds in which the qualifying condition or counter-obligation was imposed. Set out the qualifying condition or counter-obligation in full or refer to the deed in such a way as to identify the qualifying condition or counter-obligation.

4. Specify the basis on which the title to enforce arises: for example, as landlord of the person who is subject to the qualifying conditions, or as owner (or tenant) of neighbouring property. Except where the body sending the notice is a landlord, explain the legal and factual grounds on which the title to enforce is based. In all cases set out the relevant property right held by the body in conformity with note 2 above. If there is no completed title, set out the midcouple(s) linking the body with the person who had the last completed title.

5. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the tenant under the qualifying lease (except in a case where this is not reasonably practicable). Then insert whichever is applicable of the following:

“A copy of this notice has been sent, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by recorded delivery or registered post or by ordinary post*] on [*date of posting*] to the tenant under the qualifying lease at [*state address*].”; or

“It has not been reasonably practicable to send a copy of this notice to the tenant under the qualifying lease for the following reason: [*specify the reason*].”.

6. The notice should not be signed until a copy of it has been sent (or otherwise) as mentioned in note 5. A duly authorised person may sign on behalf of the conservation body or the Scottish Ministers.”

Form 9

Form of notice for conversion of qualifying condition into conservation burden by nomination of conservation body or the Scottish Ministers to have title to enforce real burden

“ NOTICE FOR CONVERSION OF QUALIFYING CONDITION INTO CONSERVATION BURDEN BY NOMINATION OF CONSERVATION BODY OR THE SCOTTISH MINISTERS TO HAVE TITLE TO ENFORCE REAL BURDEN

Name and address of person sending notice:

Nominee (being a conservation body or the Scottish Ministers):

(see note for completion 1)

Description of land which is to be the burdened property:

(see note for completion 2)

Terms of qualifying condition(s):

(see note for completion 3)

Any counter-obligation:

(see note for completion 3)

Title to enforce the qualifying condition(s):

(see note for completion 4)

Service:

(see note for completion 5)

Signature of person sending notice: <i>(see note for completion 6)</i>	Signature of consenting nominee: <i>(see note for completion 7)</i>
Signature of witness of person sending notice:	Signature of nominee's witness:
Name and address of witness:	Name and address of witness:

Date:

”

Form of explanatory note

“Explanatory note for tenant under the qualifying lease

(This explanation has no legal effect)

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership. The conversion will occur automatically and all tenants under such leases will then become owners of the property. This notice is being sent to you as a person who is believed to be such a tenant.

The notice is sent by your landlord or by someone else who claims to be able to enforce the burdens and conditions in the title to your property. That person intends to nominate [a conservation body by virtue of the order mentioned in the notice] *or* [the Scottish Ministers] to have title to enforce certain of those conditions.

The person sending this notice asserts that the use of your property is subject to the “qualifying conditions” listed in the notice, and that these conditions qualify as potential “conservation burdens”. Conservation burdens are conditions imposed in the public interest for the preservation or protection either of architectural or historic characteristics of land or of some other special characteristic of land (including a special characteristic derived from the flora, fauna, or general appearance of the land). By virtue of this notice the [conservation body] *or* [Scottish Ministers] would have the right to enforce these conditions even after conversion of the lease to ownership. At that point the conditions will become conservation burdens. In order to take effect the notice must be registered in the Land Register of Scotland or Register of Sasines under section 28(1) of the Long Leases (Scotland) Act 2012.

This notice does not require you to take any action but if you think that there is a mistake in it, or if you wish to challenge it, you are advised to contact your solicitor or other adviser.

Notes for completion of the notice

(These notes have no legal effect)

1. In the case of a conservation body, give the year and number of the statutory instrument under which the status of conservation body was conferred and the name and address of that body.

2. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.

3. Specify by reference to the appropriate land register the deed or deeds in which the qualifying condition or counter-obligation was imposed. Set out the qualifying condition or counter-obligation in full or refer to the deed in such a way as to identify the qualifying condition or counter-obligation.

4. Specify the basis on which the title to enforce arises: for example, as the landlord of the person who is subject to the qualifying conditions, or as the owner (or tenant) of neighbouring property. Except where the person sending the notice is the landlord, explain the legal and factual grounds on which the title to enforce is based. In all cases set out the relevant property right held by the person in conformity with note 2 above. If there is no completed title, set out the midcouple(s) linking the person sending the notice with the person who had the last completed title.

5. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the tenant under the qualifying lease (except in a case where this is not reasonably practicable). Then insert whichever is applicable of the following:

“A copy of this notice has been sent, in accordance with section 75(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by recorded delivery or registered post or by ordinary post*] on [*date of posting*] to the tenant under the qualifying lease at [*state address*].”; or

“It has not been reasonably practicable to send a copy of this notice to the tenant under the qualifying lease for the following reason: [*specify the reason*].”.

6. The notice should not be signed by the person sending it until a copy of it has been sent (or otherwise) as mentioned in note 5. A duly authorised person may sign on behalf of the person sending the notice.

7. The nominee should sign, so as to indicate consent, before that copy is sent (or otherwise) as so mentioned. A duly authorised person may sign on behalf of the nominee.”

Form 10

Form of notice requiring compensatory payment etc.: *cumulo* rent

“ NOTICE REQUIRING COMPENSATORY PAYMENT

To: *[name and address of former tenant]*.

This notice is sent by *[name and address of former landlord]*. You are required to pay the sum of £ *[amount]* as a compensatory payment for the extinction of the *cumulo* rent of £ *[amount]* per annum due under the lease of *[give sufficient identification of the land leased]* dated *[give date of the lease]* and for the extinction of the other rights under the lease.

The attached appendix shows how I have allocated the *cumulo* rent among the leases to which it applied.

(If the lease was subject to a cumulo renewal premium, then add:

Because the renewal premium payable under the lease was a *cumulo* premium shared among several leases the attached appendix also shows how I have allocated the *cumulo* renewal premium among the leases to which it applied.)

(If arrears of the rent are also sought, then add:

You are also required to pay the sum of £ *[amount]* as arrears of the rent.)

Signed: *[signature either of the former landlord or of the former landlord's agent; and if an agent signs the agent should put the word "Agent" after the signature]*

Date:

(If payment is to be made to an agent of the former landlord then add:

Payment should be made to: *[name and address of agent]*.)

Appendix referred to in the Notice:

Total *cumulo* rent of £ *[amount]* is allocated as follows:

Tenant/former tenant <i>(see note for completion 1)</i>	Property leased <i>(see note for completion 2)</i>	Allocated rent <i>(see note for completion 3)</i>

(If the lease was subject to a cumulo premium, then add:

Total *cumulo* renewal premium of £ [amount] is allocated as follows:

Tenant/former tenant premium (<i>see note for completion 1</i>)	Property leased (<i>see note for completion 2</i>)	Allocated (<i>see note for completion 3</i>)

)”

Form of explanatory note

“Explanatory Note

(This explanation has no legal effect)

This notice is being sent to you as a former tenant under a long lease.

On 28 November 2015 the long lease of which you were a tenant was converted or extinguished by the Long Leases (Scotland) Act 2012. By this notice your former landlord is claiming statutory compensation from you for the extinction of the rent and the other rights under the lease.

If no other lease to which the Act applies affected the property, your lease is converted by the Act into ownership. This means that you are now owner instead of tenant. The same is true if there was more than one lease over the property but your lease was the lowest such lease. If your lease was a higher lease it is now extinguished but you are able to make a parallel claim for compensation against your own former tenant.

To be valid this notice must have been sent within two years from 28 November 2015 [*the date on which the lease was converted or extinguished*] and be accompanied by a copy of the prescribed explanatory note.

The amount due by you as compensatory payment is set out in the notice. It is calculated as that sum which would, if invested in 2.5% Consolidated Stock at the middle market price at the close of business on 27 November 2015, produce an annual sum equal to the annual income (being the rent plus any notional annual renewal premium). In practice the sum is arrived at by multiplying the annual income (being the annual rent plus any notional annual renewal premium) by a factor known as the “compensation factor”. This factor is [*insert factor – price to buy £100 of nominal stock yielding 2.5% interest divided by £2.50*]. Because your rent was a *cumulo* rent – that is to say, was shared with the tenants of one or more other properties – it was first necessary for your landlord to divide the rent among those properties. The way in which this has been done is set out in the appendix to the notice.

If the lease contained an obligation by the landlord to grant a renewal of the lease at fixed periods and for a premium not exceeding £100 (after division by the landlord), the rent may be treated as being increased by the amount of the premium divided by the number of years between each renewal. Because the premium was shared with the tenants of one or more other properties it was first necessary for the landlord to divide the premium (like a *cumulo* rent) among those properties. The way in which this has been done is set out in the appendix to the notice.

Where your lease has been converted the compensatory payment cannot exceed £500 unless you (or your predecessor) were given prior written notification by the former landlord (or the former landlord’s predecessor). Such notification must have been given not later than six months before 28 November 2015.

If the compensatory payment is £50 or more you can choose to pay the sum due by instalments. You may do this by signing, dating and returning, within eight weeks, the enclosed instalment document. If, having returned the instalment document, you later sell, or transfer for valuable consideration, the property or any part of it you will lose the option of paying by instalments.

Unless you are paying by instalments, you must pay the compensatory payment within eight weeks.

Your former landlord may also be claiming arrears of rent for the period before 28 November 2015.

If you were not the tenant on 27 November 2015, then this notice has been served on you in error and no payment will be due; but you nevertheless have to provide the person who sent you the notice, if you can, with such information as you have which might enable that person to identify the person who should have received notice instead of you.

If you think that the amount required from you is not due for that or any other reason, you are advised to consult your solicitor or other adviser.

*Notes for completion of the Appendix
(These notes have no legal effect)*

1. Insert the name of each tenant or former tenant.
2. Give sufficient identification of each property (including, where appropriate, the postal address) which was subject to the *cumulo* rent or *cumulo* premium.
3. Insert the amount of the *cumulo* rent or *cumulo* premium allocated to each lease.”

Form 11

Form of notice requiring compensatory payment etc.: partially continuing lease

“ NOTICE REQUIRING COMPENSATORY PAYMENT

To: *[name and address of former tenant]*.

This notice is sent by *[name and address of former landlord]*. Under the Long Leases (Scotland) Act 2012 part of the lease of *[give sufficient identification of the land leased]* dated *[give date of the lease]* is extinguished.

You are required to pay the sum of £ *[amount]* as a compensatory payment for the extinction of the rent of £ *[amount]* per annum due under the extinguished part of the lease and for the extinction of the other rights under that part of the lease.

The attached appendix shows which part of the lease is extinguished and shows how I have allocated the rent *[and the renewal premium]* between the extinguished part and the remainder of the lease.

(If the lease was subject to a cumulo rent, then add:

Because the rent payable under the lease was a *cumulo* rent shared among several leases the attached appendix also shows how I have allocated the *cumulo* rent among the leases to which it applied.)

(If the lease was subject to a cumulo renewal premium, then add:

Because the renewal premium payable under the lease was a *cumulo* renewal premium shared among several leases the attached appendix also shows how I have allocated the *cumulo* renewal premium among the leases to which it applied.)

(If arrears of the rent are also sought, then add:

You are also required to pay the sum of £ *[amount]* as arrears of the rent.)

Signed: *[signature either of the former landlord or of the former landlord's agent; and if an agent signs, the word "Agent" should be put after the agent's signature]*

Date:

(If payment is to be made to an agent of the former landlord then add):

Payment should be made to: *[name and address of agent]*.)

Appendix referred to in the Notice:

Subjects of lease

[Repeat identification of the land leased]

Converted subjects

[Give sufficient identification of the property (including, where appropriate, the postal address) in respect of which the lease is extinguished]

Continuing subjects

[Give sufficient description of the property (including, where appropriate, the postal address) in respect of which the lease continues]

Rent under the lease of £ [amount] is allocated as follows:

Converted subjects

Continuing subjects

(If lease was subject to a cumulo rent, then add:

Total cumulo rent of £ [amount] is allocated as follows:

Tenant/former tenant (see note for completion 1)	Property leased (see note for completion 2)	Allocated rent (see note for completion 3)

)

(If lease was subject to a renewal premium, then add:

Premium under the lease of £[amount] is allocated as follows:

Converted subjects

Continuing subjects)

(If lease was subject to a cumulo renewal premium, then add:

Total cumulo premium of £[amount] is allocated as follows:

Tenant/former tenant (see note for completion 1)	Property leased (see note for completion 2)	Allocated premium (see note for completion 3)

)”

Form of explanatory note

“Explanatory Note

(This explanation has no legal effect)

This notice is being sent to you as a former tenant under a long lease.

On 28 November 2015 the long lease of which you were a tenant was partially extinguished or converted by the Long Leases (Scotland) Act 2012. By this notice your former landlord is claiming statutory compensation from you for the extinction of some of the rent and the other rights under the lease. By this notice your former landlord is also fixing the rent (and renewal premium) for that part of the lease which continues in force (as a result of exemption or otherwise).

If no other lease to which the Act applies affected the converted subjects, that is to say the property in respect of which part of your lease is extinguished, that part of your lease is converted by the Act into ownership. This means that you are now owner instead of tenant. The same is true if there was more than one lease over that property but your lease was the lowest such lease. If your lease was a higher lease it is now extinguished but you are able to make a parallel claim for compensation against your own former tenant.

To be valid this notice must have been sent within two years after 28 November 2015, being the day on which part of the lease was extinguished or converted.

The amount due by you as compensatory payment is set out in the notice. It is calculated as that sum which would, if invested in 2.5% Consolidated Stock at the middle market price at the close of business on 27 November 2015, produce an annual sum equal to the rent no longer due. In practice the sum is arrived at by multiplying the rent by a factor known as the “compensation factor”. This factor is [*insert factor - price to buy £100 of nominal stock yielding 2.5% interest divided by £2.50*]. The way in which the whole rent due under your lease has been divided between the property in respect of which your lease is extinguished or converted and the property in respect of which your lease continues is set out in the appendix to the notice.

(If the lease was subject to a *cumulo* rent, then add:

Because your rent was a *cumulo* rent – that is to say, was shared with the tenants of one or more other properties – it was first necessary for your landlord to divide the rent among those properties. The way in which this has been done is set out in the appendix to the notice.)

If the lease contained an obligation by the landlord to grant a renewal of the lease at fixed periods and for a premium not exceeding £100 (after division by the landlord), the rent may be treated as being increased by the amount of the premium divided by the number of years between each renewal. Because your lease is a partially continuing lease, it was necessary for the landlord to divide the premium between the part of the lease that is extinguished or converted and the part that continues in force. The way in which this has been done is shown in the appendix to the notice.

(If the lease was subject to a *cumulo* renewal premium, add:

Because the premium (like a *cumulo* rent) was shared with the tenants of one or more other properties, it was first necessary (before division between that part of the lease that is extinguished or converted and that part that continues in force) for the landlord to divide the premium among the properties. The way in which this has been done is set out in the appendix to the notice.)

Where part of your lease has been converted the compensatory payment cannot exceed £500 unless you (or your predecessor) were given prior written notification by the former landlord (or the former landlord’s predecessor). Such notification must have been given not later than six months before the date on which conversion took place.

If the compensatory payment is £50 or more you can choose to pay the sum due by instalments. You may do this by signing, dating and returning, within eight weeks, the enclosed instalment document. If, having returned the instalment document, you later sell, or transfer for valuable consideration, the property or any part of it you will lose the option of paying by instalments.

Unless you are paying by instalments you must pay the compensatory payment within eight weeks.

Your former landlord may also be claiming arrears of rent for the period before 28 November 2015.

If you were not the tenant on 27 November 2015, then this notice has been served on you in error and no payment will be due; but you nevertheless have to provide the person who sent you the notice, if you can, with such information as you have which might enable that person to identify the person who should have received notice instead of you.

If you think that the amount required from you is not due for that or any other reason, you are advised to consult your solicitor or other adviser.

*Notes for completion of the Appendix
(These notes have no legal effect)*

1. Insert the name of each tenant and each former tenant.
2. Give sufficient identification of each property (including, where appropriate, the postal address) which was subject to the *cumulo* rent or *cumulo* renewal premium.
3. Insert the amount of the *cumulo* rent or *cumulo* renewal premium allocated to each lease.”

Form 12

Form of notice requiring compensatory payment etc.: ordinary case

“ NOTICE REQUIRING COMPENSATORY PAYMENT

To: *[name and address of former tenant]*.

This notice is sent by *[name and address of former landlord]*. You are required to pay the sum of £ *[amount]* as a compensatory payment for the extinction of the rent of £ *[amount]* per annum due under the lease of *[give sufficient identification of the land leased]* dated *[give date of the lease]* and for the extinction of the other rights under the lease.

(If arrears of the rent are also sought, then add:

You are also required to pay the sum of £ [amount] as arrears of the rent.)

Signed: *[signature either of the former landlord or of the former landlord's agent; and if an agent signs the agent should put the word "Agent" after the signature]*

Date:

(If payment is to be made to an agent of the former landlord then add:

Payment should be made to: *[name and address of agent]*.)

”

Form of explanatory note

“Explanatory Note

(This explanation has no legal effect)

This notice is being sent to you as a former tenant under a long lease.

On 28 November 2015 the long lease of which you were a tenant was converted or extinguished by the Long Leases (Scotland) Act 2012. By this notice your former landlord is claiming statutory compensation from you for the extinction of the rent and the other rights under the lease.

If no other lease to which the Act applies affected the property, your lease is converted by the Act into ownership. This means that you are now owner instead of tenant. The same is true if there was more than one lease over the property but your lease was the lowest such lease. If your lease was a higher lease it is now extinguished but you are able to make a parallel claim for compensation against your own former tenant.

To be valid this notice must have been sent within two years of 28 November 2015.

The amount due by you as compensatory payment is set out in the notice. It is calculated as that sum which would, if invested in 2.5% Consolidated Stock at the middle market price at the close of business on 27 November 2015, produce an annual sum equal to the rent. In practice the sum is arrived at by multiplying the rent by a factor known as the “compensation factor”. This factor is *[insert factor – price to buy £100 of nominal stock yielding 2.5% interest divided by £2.50]*.

If the lease contained an obligation by the landlord to grant a renewal of the lease at fixed periods and for a premium not exceeding £100, the rent may be treated as being increased by the amount of the premium divided by the number of years between each renewal.

Where your lease has been converted the compensatory payment cannot exceed £500 unless you (or your predecessor) were given prior written notification by the former landlord (or the former landlord's predecessor). Such notification must have been given not later than six months before the date on which conversion took place.

If the compensatory payment is £50 or more you can choose to pay the sum due by instalments. You may do this by signing, dating and returning, within eight weeks, the enclosed instalment document. If, having returned the instalment document, you later sell, or transfer for valuable consideration, the property or any part of it you will lose the option of paying by instalments.

Unless you are paying by instalments you must pay the compensatory payment within eight weeks.

Your former landlord may also be claiming arrears of rent for the period before 28 November 2015.

If you were not the tenant on 27 November 2015, this notice has been served on you in error and no payment will be due; but you nevertheless have to provide the person who sent you the notice, if you can, with such information as you have which might enable that person to identify the person who should have received notice instead of you.

If you think that the amount required from you is not due for that or any other reason, you are advised to consult your solicitor or other adviser."

Form 13

Form of notice requesting additional payment

“ NOTICE REQUESTING ADDITIONAL PAYMENT

To: *[name and address of former tenant]*.

This notice is sent by *[name and address of former landlord]*. You are requested to pay compensation to me for the extinction of the right mentioned below. The right arises under the lease of *[give description of the land leased]* dated *[give date of the lease]*. I estimate the compensation due as being £ *[amount]*. The reasons for my estimate are given below.

Details of right extinguished:

[Specify which of the rights listed in section 51(1) of the Long Leases (Scotland) Act 2012 has been extinguished and on which a claim is founded. Where the right is expressed in the lease, set out its terms in full.]

(Where the right extinguished is the right to receive a premium and the premium is a cumulo premium and/or the lease is a partially continuing lease, give details of the way in which the premium has been divided.)

(Where the right is a right to development value, add:

Explanation of how development value reserved from lease:

[Set out or identify the condition or conditions of the lease which reserve development value and explain how development value is reserved.]

Basis of estimate of compensation:

[Give a full explanation of how the compensation is calculated.]

Signed: *[signature either of the former landlord or of the former landlord's agent; and if an agent signs the agent should put the word "Agent" after the signature]*

Date:

(If payment is to be made to an agent of the former landlord then add:

Payment should be made to: *[name and address of agent]*.)

”

Form of explanatory note

“Explanatory Note

(This explanation has no legal effect)

This notice is being sent to you as a former tenant under a long lease.

On 28 November 2015 the long lease of which you were a tenant was converted or extinguished by the Long Leases (Scotland) Act 2012. A compensatory payment may already have been claimed for the extinction of rent and other rights arising under the lease.

By this notice the former landlord is claiming additional compensation in respect of the particular right mentioned in the notice.

If no other lease to which the Act applies affected the property, your lease is converted by the Act into ownership. This means that you are now owner instead of tenant. The same is true if there was more than one lease over the property but your lease was the lowest such lease. If your lease was a higher lease, it is now extinguished but you may be able to make a parallel claim for compensation against your own former tenant.

To be valid this notice must have been sent within two years of 28 November 2015.

The amount claimed in the notice is an estimate by the former landlord. You are free to accept or reject this estimate. If you reject it, and no agreement can be reached, the Lands Tribunal for Scotland can be asked to decide the correct figure.

Where your lease has been converted the amount claimed cannot exceed £500 unless you (or your predecessor) were given prior written notification by the former landlord (or the former landlord's predecessor). Such notification must have been given not later than six months before the date on which conversion took place.

If you accept the estimate you have a choice of paying the whole amount within eight weeks or (if the amount is £50 or more) of paying by instalments. To elect to pay by instalments you must sign, date and return the enclosed instalment document within eight weeks. If, having returned the instalment document, you sell, or transfer for valuable consideration, the property or any part of it you will lose the option of paying by instalments.

If you were not the tenant on 27 November 2015, then this notice has been served on you in error and no payment will be due; but you nevertheless have to provide the person who sent you the notice, if you can, with such information as you have which might enable the person who sent you the notice to identify the person who should have received notice instead of you.

If you think that the amount required from you is not due for that or any other reason, you are advised to consult your solicitor or other adviser.”

Form 14

Form of further notice requiring additional payment following agreement

“
FURTHER NOTICE REQUIRING ADDITIONAL PAYMENT
FOLLOWING AGREEMENT

To: *[name and address of former tenant]*.

This notice is sent by *[name and address of former landlord]*. The notice relates to the extinction of a right which arose under the lease of *[give description of the land leased]* dated *[give date of the lease]*, namely *[specify which of the rights listed in section 51(1) of the Long Leases (Scotland) Act 2012 has been extinguished and on which the claim is founded]*.

The payment due to me for the extinction of the right has been agreed at £ *[amount]*.
You are now required to pay this sum.

Signed: *[signature either of the former landlord or of the former landlord's agent; and if an agent signs, the word "Agent" should be put after the agent's signature]*

Date:

(If payment is to be made to an agent of the former landlord then add:

Payment should be made to: *[name and address of agent]*.)

”

Form of explanatory note

*“Explanatory Note
(This explanation has no legal effect)*

This notice is being sent to you as a former tenant under a long lease. It follows an earlier notice in which compensation was requested by the former landlord for the extinction of the right mentioned in the notice. The amount due by way of compensation has now been agreed with you as being the amount stated in the notice.

You have a choice of paying the whole amount within four weeks or, if the amount is £50 or more, of paying by instalments. To elect to pay by instalments you must sign, date and return the enclosed instalment document within four weeks. If, having returned the instalment document, you sell, or transfer for valuable consideration, the property or any part of it you will lose the option of paying by instalments.

To be valid this notice must have been sent within 5 years of 28 November 2015 (the date on which the lease of which you were a tenant was converted or extinguished).”

Form 15

Form of preliminary notice for compensatory payment exceeding £500

“
PRELIMINARY NOTICE FOR COMPENSATORY PAYMENT
EXCEEDING £500

To: *[name and address of tenant]*.

This notice is sent by *[name and address of landlord]*. When the Long Leases (Scotland) Act 2012 comes fully into force you will be required to make a compensatory payment for the extinction of the rent of £ *[amount]* per annum due under the lease of *[give sufficient identification of the land leased]* dated *[give date of the lease]* and for the extinction of the other rights under the lease. I estimate the amount payable at £ *[amount]*.

No money is due now. After 28 November 2015 (the appointed day under the Act) a request for payment will be sent.

Please keep this notice and, if you sell the property before the Act comes into force, give it to the buyer (who will be liable in your place).

Signed: *[signature either of the landlord or of the landlord's agent; and if an agent signs, the word "Agent" should be put after the agent's signature]*

Date:

”

Form of explanatory note

“Explanatory Note

(This explanation has no legal effect)

This notice is being sent to you as a tenant under a long lease.

The Long Leases (Scotland) Act 2012, when it comes fully into force, will convert your lease into ownership. This means that you will become an owner instead of a tenant, and that rent will no longer be payable. In exchange for the conversion, however, compensation is due to your landlord. This notice warns you of the amount of compensation that is likely to be claimed.

No payment is due now. Payment is due only after conversion takes place. Conversion is due to take place on 28 November 2015. A separate notice requesting payment will be sent at that time. Payment can usually be made by instalments payable twice yearly on the term days of Whitsunday (28 May) and Martinmas (28 November). The number of instalments depends on the total amount due as follows:

<i>Amount due</i>	<i>Number of instalments</i>
£50 but not exceeding £500	5
Exceeding £500 but not exceeding £1,000	10
Exceeding £1,000 but not exceeding £1,500	15
Exceeding £1,500	20

If you fail to pay an instalment within 42 days after the day on which it is due, the whole balance of the payment will be due at once.

If you would rather remain as tenant than make the compensatory payment, you can choose to have your lease exempted from conversion. This is done by registration of a notice of

exemption in the Land Register of Scotland or Register of Sasines no later than 2 months before 28 November 2015 (the date on which conversion would otherwise take place). If you wish to do this, you are advised to consult your solicitor or other adviser without delay.

If you have sold or transferred the property and are no longer the tenant, please give this notice to the new tenant.”

Form 16

Form of preliminary notice for additional payment exceeding £500

“ PRELIMINARY NOTICE FOR ADDITIONAL PAYMENT EXCEEDING
£500

To: *[name and address of tenant]*.

This notice is sent by *[name and address of landlord]*. When the Long Leases (Scotland) Act 2012 comes fully into force you will be asked to pay compensation to me for the extinction of the right mentioned below. The right arises under the lease of *[give description of the land leased]* dated *[give date of the lease]*. I estimate the compensation due as being £ *[amount]*. The reasons for my estimate are given below.

No money is due now. After 28 November 2015 (the appointed day under the 2012 Act), a request for payment will be made.

Please keep this notice and, if you sell the property before the Act comes into force, give it to the buyer (who will be liable in your place).

Details of right being extinguished:

[Specify which of the rights listed in section 51(1) of the 2012 Act will be extinguished and on which a claim will be founded. Where the right is expressed in the lease, set out its terms in full.]

(Where the right extinguished is the right to receive a premium and the premium is a cumulo premium and/or the lease is a partially continuing lease, give details of the way in which the premium has been divided.)

(Where the right is a right to development value, add:

Explanation of how development value reserved from lease:

[Set out or identify the condition or conditions of the lease which reserve development value and explain how development value is reserved.]

Basis of estimate of compensation:

[Give a full explanation of how the compensation is calculated.]

Signed: *[signature either of the landlord or of the landlord's agent; and if an agent signs, the word "Agent" should be put after the agent's signature]*

Date:

”

Form of explanatory note

“Explanatory Note

(This explanation has no legal effect)

This notice is being sent to you as a tenant under a long lease.

The Long Leases (Scotland) Act 2012, when it comes fully into force, will convert your lease into ownership. This means that you will become an owner instead of a tenant, and that rent will no longer be payable. In exchange for the conversion, however, compensation is due to your landlord. A basic compensatory payment is due for the extinction of rent and

other rights arising under the lease. If this exceeds £500 you will be warned by a separate notice. The present notice warns you that the landlord will claim additional compensation in respect of the particular right mentioned in the notice.

No payment is due now. Payment is due only after conversion takes place. Conversion is due to take place on 28 November 2015. A separate notice requesting payment will be sent at that time. Payment can usually be made by instalments payable twice yearly on the term days of Whitsunday (28 May) and Martinmas (28 November). The number of instalments depends on the total amount due as follows:

<i>Amount due</i>	<i>Number of instalments</i>
£50 but not exceeding £500	5
Exceeding £500 but not exceeding £1,000	10
Exceeding £1,000 but not exceeding £1,500	15
Exceeding £1,500	20

If you fail to pay an instalment within 42 days after the day on which it is due, the whole balance of the payment will be due at once.

The amount mentioned in the notice is an estimate by the landlord. When the time comes you will be free to accept or reject this estimate. If you reject it, and no agreement can be reached, the Lands Tribunal for Scotland can be asked to decide the correct figure.

If you would rather remain as tenant than make the payment, you can choose to have your lease exempted from conversion. This is done by registration of a notice of exemption in the Land Register of Scotland or Register of Sasines no later than 2 months before the date on which conversion would otherwise take place. If you wish to do this, you are advised to consult your solicitor or other adviser without delay.

If you have sold or transferred the property and are no longer the tenant, please give this notice to the new tenant.”

Form 17

Form of instalment document

“ INSTALMENT DOCUMENT

To: *[name and address of former landlord or agent]*.

I *[name and address of former tenant]* opt to make the compensatory payment *[or as the case may be additional payment]* of £ *[amount]* due under the notice dated *[date]* by *[number of instalments: see note for completion]* equal half-yearly instalments of £ *[amount]* on 28 May and 28 November each year, commencing on *[28 May or 28 November]* *[year]*.

I enclose payment of £ *[amount]* as an amount payable in addition to the compensatory payment *[or as the case may be additional payment]*.

Signed:

Date:

”

Form of explanatory note

*“Explanatory Note
(This explanation has no legal effect)*

You can choose to pay by instalments by signing, dating and returning this form within *[eight weeks (in the case of a notice under section 45(2) or 50(2) of the Long Leases (Scotland) Act 2012) or four weeks (in the case of notice under section 54(2) of that Act)]*, but if you do so you must enclose the further amount (10% over and above the payment, in accordance with section 57(3)(b) of the Long Leases (Scotland) Act 2012) mentioned in this document.

The amount due will be payable in 5, 10, 15, or 20 equal instalments (depending on the total amount). The first payment will be made at the first term day of Whitsunday (28 May) and Martinmas (28 November) which follows the return of the instalment document. Payments will be due half-yearly thereafter on 28 May and 28 November until payment in full has been made.

If you fail to pay an instalment within 42 days after the day on which it is due, the whole balance of the payment will be due at once.

If, having chosen to pay by instalments, you sell, or transfer for valuable consideration, the property or any part of it the whole balance of the payment will be due 7 days after the sale or transfer.

If, after you receive this document, you sell, or so transfer, the property or any part of it without having signed, dated and returned this form, you will lose the right to obtain the option to pay by instalments and the entire amount due will be payable in accordance with the notice which accompanied this document.

If you have difficulty in making the payment you may be able to make arrangements with your former landlord different from those you would obtain by signing, dating and returning this form; but that is a matter on which you are advised to consult your solicitor or other adviser without delay.

*Note for completion of the form by the former landlord
(This note has no legal effect)*

You should fully complete all the blank parts of this form so that the former tenant only has to sign and date it.

Insert the number of instalments in accordance with the following table:

<i>Amount due</i>	<i>Number of instalments</i>
£50 but not exceeding £500	5
exceeding £500 but not exceeding £1,000	10
exceeding £1,000 but not exceeding £1,500	15
exceeding £1,500	20

Form 18

Form of notice of exemption

“ NOTICE SEEKING EXEMPTION FROM CONVERSION OF A
QUALIFYING LEASE

Name and address of tenant under the qualifying lease:

Qualifying lease:

(see note for completion 1)

Description of land subject to the qualifying lease:

(see note for completion 2)

Title as tenant:

(see note for completion 3)

Name and address of landlord under the qualifying lease:

Name and address of landlord(s) under any superior lease:

Service:

(see note for completion 4)

Signature of tenant:

(see note for completion 5)

Signature of witness:

Name and address of witness:

Date:

”

Form of explanatory note

*“Explanatory note for landlord
(This explanation has no legal effect)*

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership on 28 November 2015. This notice is being sent to you as a person who is believed to be a landlord under such a lease.

The lease described in the notice is eligible for conversion under the Act. This means that in the ordinary course of events the tenant under that lease would become the owner of the land. By this notice the tenant is exercising that person's right to have the lease exempted from conversion. Once the notice is registered in the Land Register of Scotland or Register of Sasines the lease will cease to be eligible for conversion.

A notice of exemption can be recalled in the future. This is done by a notice of recall which will also be sent to you. Once an exemption is recalled, the lease is again eligible for conversion into ownership.

This notice is for information only and no action is required.

Notes for completion of the notice
(These notes have no legal effect)

1. Specify the parties, date, and date and place of registration.
2. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.
3. Set out the tenant's title in conformity with note 2. If title has not been completed set out the midcouple(s) linking the tenant with the person who had the last completed title.
4. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the landlord under the qualifying lease and to the landlord under any superior lease (except in a case where this is not reasonably practicable). Then insert either, or both, of the following:

“A copy of this notice has been sent, in accordance with section 68(2) of the Long Leases (Scotland) Act 2012, by [*specify whether by recorded delivery or registered post or by ordinary post*] on [*date of posting*] to [*state name of landlord*] at [*state address*].”; or

“It has not been reasonably practicable to send a copy of this notice to [*state name of landlord*] for the following reason: [*specify the reason*].”
5. The notice should not be signed until a copy of it has been sent (or otherwise) as mentioned in note 4. A duly authorised person may sign on behalf of the tenant.”

Form 19

Form of agreement for exemption for leases with an annual rent of over £100

“ **AGREEMENT SEEKING EXEMPTION OF QUALIFYING LEASE BY
REGISTRATION OF AGREEMENT**

Name and address of landlord under the qualifying lease:

Name and address of tenant under the qualifying lease:

Qualifying lease:

(see note for completion 1)

Description of land subject to the qualifying lease:

(see note for completion 2)

Title as tenant:

(see note for completion 3)

Statement regarding annual rent payable:

(see note for completion 4)

Name and address of landlord(s) under any superior lease:

Signature of landlord

(see note for completion 5)

Signature of witness:

Name and address of witness:

Signature of tenant:

(see note for completion 5)

Date:

”

Form of explanatory note

*“Explanatory note
(This explanation has no legal effect)*

When it comes fully into force the Long Leases (Scotland) Act 2012 will convert certain very long leases into ownership.

The lease described in the notice is eligible for conversion under the Act. This means that in the ordinary course of events the tenant under that lease would become the owner of the land. This agreement allows a landlord to claim an exemption in respect of a lease where the annual rent is over £100. The landlord must register an agreement (in the Land Register of Scotland or the Register of Sasines) no later than 28 September 2015 (two months before the appointed day). An agreement might be sought, for example, either where the landlord allocates *cumulo* rent under section 39 of the Act and the allocated rent for the lease is over £100, or the variable rent paid exceeds £100 (though the base rent set out in the lease documentation is less than £100). Once the agreement is registered in the Land Register of Scotland or Register of Sasines, the lease will cease to be eligible for conversion.

*Notes for completion of the agreement
(These notes have no legal effect)*

1. Specify the parties, date, and date and place of registration.
2. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland, the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number, the description should refer to that title number and also describe the part in sufficient detail to enable the Keeper of the Registers of Scotland to identify it. In other cases, the description should normally refer to and identify a deed recorded in a specified division of the Register of Sasines.
3. Set out the tenant’s title in conformity with note 2. If title has not been completed set out the midcouple(s) linking the tenant with the person who had the last completed title.
4. You must insert either of the following statements in the agreement:

“The annual rent payable under the lease immediately before 28 November 2015 will be over £100.”; or

“The annual rent paid under the lease was over £100 during [*specify period (at any point) from 7 August 2007 until 7 August 2012*].”
5. The agreement must be signed by or on behalf of the landlord and the tenant. A duly authorised person may sign on behalf of the landlord or the tenant.”

Form 20

Form of notice of recall

“ NOTICE RECALLING PRIOR EXEMPTION FROM CONVERSION OF A
QUALIFYING LEASE

Name and address of tenant under the qualifying lease:

Qualifying lease:

(see note for completion 1)

Unexpired Duration:

(see note for completion 2)

Description of land subject to the qualifying lease:

(see note for completion 3)

Title as tenant:

(see note for completion 4)

Name and address of landlord under the qualifying lease:

Name and address of landlord(s) under any superior lease:

Notice of Exemption [or description of reasons for lease being exempt]:

(see note for completion 5)

Service:

(see note for completion 6)

Signature of tenant:

(see note for completion 7)

Signature of witness:

Name and address of witness:

Date:

”

Form of explanatory note

*“Explanatory note for landlord
(This explanation has no legal effect)*

The Long Leases (Scotland) Act 2012 provides for the conversion of certain very long leases into ownership. This notice is being sent to you as a person who is believed to be a landlord under such a lease.

The lease described in the notice is not currently eligible for conversion under the Act. This is because [a notice of exemption was previously registered] *or* [the lease had not been registered] *or* [the lease is a sublease of a lease which itself is not eligible for conversion because [a notice of exemption in relation to that lease was registered] *or* [that lease had not been registered]] in the Land Register of Scotland or Register of Sasines. On registration of the current notice, eligibility will be acquired, and the lease will automatically be converted into ownership [after an interval of six months] *or* [on 28 November 2015]. This means that the tenant will become the owner of the land and that you will lose any rights under the lease or in the land.

It may be possible to preserve certain rights under the lease by registration of an appropriate notice before the date of conversion. Compensation for loss of rent and other rights may also be due, and must be claimed not later than two years after the date of conversion. If you wish to pursue these matters further you are advised to consult your solicitor or other adviser without delay.

*Notes for completion of the notice
(These notes have no legal effect)*

1. Specify the parties, date, and date and place of registration.
2. State, to the nearest year, the number of years that the lease has left to run.
3. Describe the land in a way that is sufficient to identify it. Where the title to the land has been registered in the Land Register of Scotland the description should refer to the title number of the land. Where the land comprises only part of the subjects registered under a particular title number the description should refer to that title number and also describe the part in sufficient detail that the Keeper of the Registers of Scotland is able to identify it. In other cases the description should normally refer to and identify a deed recorded in a specified division of the General Registers of Sasines.
4. Set out the tenant’s title in conformity with note 3. If title has not been completed set out the midcouple(s) linking the tenant with the person who had the last completed title.
5. State the date and place of registration of the notice of exemption. If the recall follows the first registration of the qualifying lease rather than a notice of exemption, state the date and place of registration of the lease. (Where the lease is a sublease of a lease which is exempt from conversion state the date and place of registration of the notice of exemption of that lease if applicable).
6. Do not complete until a copy of the notice, together with the explanatory note, has been sent to the landlord under the qualifying lease and to the landlord under any superior lease (except in a case where this is not reasonably practicable). Then insert either, or both, of the following:

“A copy of this notice has been sent, in accordance with section 68(2) of the Long Leases (Scotland) Act 2012, by [specify whether by recorded delivery or registered post or by ordinary post] on [date of posting] to [state name of landlord] at [state address].”; or

“It has not been reasonably practicable to send a copy of this notice to [*state name of landlord*] for the following reason: [*specify the reason*].”

7. The notice should not be signed until a copy of it has been sent (or otherwise) as mentioned in note 6. A duly authorised person may sign on behalf of the tenant.”

Form 21

Acknowledgement of service

“

ACKNOWLEDGEMENT OF SERVICE

I, [name of tenant or former tenant], acknowledge receipt of a notice [and, if applicable, an instalment document] under section 17(1)(a) or Part 4 of the Long Leases (Scotland) Act 2012 [providing notice that agreement is sought: to enter into agreement to convert a qualifying condition into a real burden; nominating the qualifying land (or part) as the burdened property in relation to such a burden; or nominating the land to be the benefited property in relation to such a burden] or [requiring a payment or claiming a payment or giving warning of a prospective claim for payment] [add if applicable, of an instalment document together with the explanatory note relating to that document].

Signed: [*signature of tenant or former tenant*]

Date:

”

Form 22

Certificate of posting

“

CERTIFICATE OF POSTING

Notice under section [section 17(1)(a) or Part 4] of the Long Leases (Scotland) Act 2012 [providing notice that agreement is sought: to enter into agreement to convert a qualifying condition into a real burden; nominating the qualifying land (or part) as the burdened property in relation to such a burden; or nominating the land to be the benefited property in relation to such a burden] *or* [requiring a payment or claiming a payment or giving warning of a prospective claim for payment] was posted to [*name of tenant or former tenant*] at [*address*], together with [*add if applicable*, an instalment document, the explanatory note relating to that document and] the requisite explanatory note relating to the notice, on [*date*].

Signature: [*signature either of the landlord or former landlord or of the landlord or former landlord's agent; and if an agent signs, the word "Agent" should be put after the agent's signature*]

Date:

”

SCHEDULE 2

Regulation 20

TABLE OF LIFE EXPECTANCY

Years of age of person	Period of life expectancy (years)	
	Male Life	Female Life
0	76	80
1 to 4	75	80
5 to 9	71	76
10 to 14	66	71
15 to 19	61	66
20 to 24	56	61
25 to 29	52	56
30 to 34	47	51
35 to 39	42	46
40 to 44	38	42
45 to 49	33	37
50 to 54	29	32
55 to 59	25	28
60 to 64	21	23
65 to 69	17	19
70 to 74	13	16
75 to 79	10	12
80 to 84	8	9
85 and over	6	7

Note: This abridged life table is constructed from the estimated population in 2008, 2009 and 2010 and the total number of deaths registered in these years. The table shows the average number of years persons in the various age bands can be expected to live.

EXPLANATORY NOTE

(This note is not part of the Regulations)

Notices are required to implement the conversion of ultra-long leases to ownership under the Long Leases (Scotland) Act 2012 (“the Act”).

Regulations 2 to 19 (see forms 1 to 22 set out in Schedule 1) of these Regulations prescribe the following forms of notice under the sections of the Act referred to and relative explanatory note where appropriate and other necessary documentation:—

Notice for conversion of reserved sporting rights (section 8(2)).

Notice for conversion of qualifying condition by nomination of benefited property (section 14(2)).

Notice seeking agreement to the conversion of qualifying conditions (section 17(1)(a)).

Notices for conversion of qualifying condition into a personal pre-emption burden or personal redemption burden (section 23(1)); an economic development burden (section 24(1)); a health care burden (section 25(1)); a climate change burden (section 26(1)); or a conservation burden (sections 27(1) and 28(1)).

Notices requiring compensatory payment etc.: *cumulo* rent, partially continuing lease, ordinary case (section 45(2)).

Notice requesting additional payment (section 50(2)).

Further notice requiring additional payment following agreement (section 54(2)).

Preliminary notices for compensatory payment exceeding £500, and for additional payment exceeding £500 (section 56(2)).

Instalment document (section 57(2)(a)).

Notice seeking exemption from conversion of a qualifying lease (section 63(b)).

Agreement seeking exemption of qualifying lease by registration of agreement (section 64(2)(a)).

Notice recalling prior exemption from conversion of a qualifying lease (section 67(1)(b)).

Acknowledgement of service (section 74(3)(a)).

Certificate of posting (section 74(3)(b)).

Regulation 20 and Schedule 2 set out the table of life expectancy mentioned in section 71(1)(c)(ii) of the Act for use in certain circumstances in calculating the period of a lease where the period is expressed by reference to the lifetime of a person.