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The Impact of COVID 19 on Service Charges in Commercial Properties

Lorna Richardson*

This article considers the effect of COVID-19, and the resultant regulations and protective measures that have come into place, on the operation of service charge in commercial properties. The article is in three parts. In the first section, issues in relation to work to common parts and the provision of services are analysed. These issues arise in relation to service charge generally but become especially pertinent in times when commercial tenants are likely to be experiencing cashflow difficulties, with the result that tenants may question and dispute entries in the service charge statement more readily. The second section considers legislative measures that have come into place in response to the pandemic, and examines the effect on the landlord – tenant relationship from a Scots law perspective,[1] with specific emphasis on the landlord's ability to recover arrears of service charge. The final section considers non-legislative measures that have a bearing on service charges and their collection in commercial leases.

Ensuring Service Charge Stands Up to Scrutiny

When considering carry out works or providing services the landlord or those advising him must ensure that the works are to common parts[2] or are services which the landlord is obliged to provide, or, at least, that the landlord is able to charge back to the tenant in terms of the service charge provisions of the lease. This sounds obvious but problems arise where work is carried out on parts of a building which do not fall within the definition of common parts, and which therefore cannot be charged back to the tenant, or where a service provided is beyond what the landlord can recoup via the service charge. The terms of the lease should always be checked as it is the only way to be sure that what is being done complies with the landlord's obligations under the lease. Unlike other areas of the law of leases there is no common law in relation to service charge. This means that if the matter is not dealt with, or not dealt with fully, in the lease there are no default rules to fill the gaps. It was held in *Marfield Properties v Secretary of State for the Environment*[3] that in interpreting the service charge provisions of a lease the court will use ordinary principles of contractual interpretation.[4] There are no special rules that apply. That said, where the lease makes inadequate provision as to what a common part is one fairly recent decision, *Dolby Medical Home Respiratory Care Ltd v Mortara Dolby UK Ltd*,[5] suggests that this is not fatal to a claim. In that case the term "common parts" had been used in a licence to occupy but had not been defined. The court held that common parts were generally understood to refer to areas from which both parties (the licensor and licensee) derived benefit, and that where there was a dispute as to what a common part was that could be the subject of evidence. As such, while defective drafting in the service charge provisions may not preclude a landlord from carrying out works and reclaiming it via the service charge it is, obviously, better that the issue is dealt with adequately in the lease document without the need for court proceedings or the expense and delay in having a hearing at which witnesses need to be called to give evidence on the issue.

Costs to be Fair and Reasonable

As well as the terms of the lease itself other factors that need to be considered include the requirement that the costs incurred by the landlords in carrying out works be fair and reasonable. This may either appear as an express term in the lease document itself or it may be implied into the lease contract if it does not appear in the document.[6] This raises the question of how courts will determine whether costs are fair and reasonable in the circumstances. Disputes often arise about whether a short term, cheaper repair should be undertaken rather than a longer-term solution that is more expensive. Questions also arise about whether the landlord can renew rather than repair an

item. The answer to what is a reasonable cost is a matter of fact and degree based on the circumstances of each case, taking into account the nature and extent of the defect in question and the costs involved in the various repair / renewal options.[7] To say that the issue is a matter of fact and degree in each case is not especially helpful to landlords or the agents advising them on whether to carry out works and incur a cost. While the matter will be determined on the facts of the specific case, there are some guiding principles that assist with this decision making. An important factor is identifying what is it that the landlord needs to do to comply with its obligations under the lease. If the landlord goes beyond that in carrying out works or providing a service, tenants may have a legitimate basis on which to resist paying all of the service charge.[8] However, that is not to say that a landlord is unable to replace an item rather than having it repaired where replacement is a reasonable course for the landlord to adopt taking into account the extent of the disrepair; the cost of repair vis-a-vis the cost of replacement; and the effectiveness of the repair or replacement compared to the respective costs.

In relation to plant and equipment, a landlord will have trouble recovering costs incurred where works are carried out to plant that is providing a service to the standard required by the lease, or where it is in proper working order and the works were not needed to maintain that service.[9] There must be a link between the works and the standard of service required of the plant and equipment in terms of the lease.[10] It should also be borne in mind that simply because an item of plant and equipment is coming to the end of its economic life that does not mean that it needs to be replaced, unless it is failing to render services to the standard required by the lease.[11]

Having so far considered the position of the landlord and what it needs to consider, it should be noted that the tenant cannot insist on the cheapest option available for the works, provided that the landlord's decision is a reasonable one.[12] In considering whether costs are fair and reasonable the test is: would the landlord, if it had to bear the cost itself, ie not recover it via the service charge, reasonably have decided to carry out the work?[13]

Certification of Service Charge

Difficulties may also arise around certification and payment of service charge. In relation to certification, the landlord, or those acting on his behalf, should seek to ensure that there are no procedural problems that could result in a challenge to the service charge demanded. First of all, it is important for service charge budgets to be issued timeously[14] and for them to be as accurate as possible. This is important for tenants in terms of budgeting and cash flow but especially so in the current climate when many tenants may find themselves financially stretched. Landlords and their agents should also ensure that they follow the process set out in the lease for seeking payment of service charge. If that process is not followed it could result in the landlord being unable to recover the service charge[15] or, at least requiring further action and thus delay to allow the landlord to do so.[16] Given the precarious financial position of some tenants it is preferable not to be in a position where payment can be delayed as the tenant's finances could further deteriorate during any intervening period thus reducing the chance of payment. For the same reason landlords and their agents will want to ensure that service charge year end reconciliations are issued as soon as possible after the end of the service charge year.[17]

Given that many commercial leases provide for certification of the service charge due in the service charge year to be final and binding, landlords and agents may take the view that they need not be quite so concerned about the reasonableness or otherwise of the works instructed or carried out. While such lease provisions do provide a measure of protection for landlords difficulties can sometimes arise. Many leases will provide a qualification that the service charge certificate is not binding in the case of manifest error, that is where the error is so obvious and clear as to be without

reasonable contradiction.[18] In addition, it has been held[19] that even where the lease provides that the landlord's certificate is final and binding, this only applies to the quantification of the works, ie the costs incurred for the works. It was held not to apply to whether the works were done to common parts or for services that could be provided under the lease, and as such charged to the tenant via the service charge. On those issues the certificate did not bind the parties and these were matters for the court to determine in the event of dispute.

As noted above, these issues arise generally in relation to service charge disputes between landlords and tenants of commercial premises. However, it is likely that difficulties occasioned by the pandemic will bring these issues to the fore, in a similar manner as in the years following the 2008 recession, with tenants more inclined to carefully scrutinise and question items included within their service charge statement. The following section considers new issues impacting on recovery of service charge in commercial properties, in terms of legislative responses to the pandemic.

Legislation

The Coronavirus (Scotland) Act 2020[20] ("CSA") requires a 14 week period of notice before a landlord is able to irritate the lease for a monetary breach. The legislation[21] refers to payment of rent or any other payment and therefore includes service charge. The CSA stipulates[22] that it does not matter whether the non-payment occurred before or after 7 April 2020[23] therefore 14 weeks will be needed even if the sums fell due before that date, but action was not taken until after that date. These provisions are currently in place until 31 March 2021 but could be extended further in terms of the CSA to 30 September 2021. The Scottish provisions contrast with the position in England and Wales where there is a moratorium on forfeiture for non-payment of sums due under a commercial lease.[24] As such, while landlords in Scotland can still bring leases to an end, albeit there will be more of a delay before they can do so; landlords in England are unable to do so, until at least 31 March 2021.[25] The position in both jurisdictions is the same in that sums due remain due and will eventually have to be paid, unless the landlord and tenant enter into an agreement in relation to arrears,[26] to prevent irritancy or forfeiture. Thus, the effect of both the CSA and the Coronavirus Act 2020 is to provide some breathing space for tenants who get into arrears of either rent or service charge. That said, in this difficult market it seems doubtful that many landlords will want to irritate a lease for non-payment of service charge. This leads to consideration of other options that may be available for a landlord with a tenant who is failing to pay service charge.

Court Action

When faced with arrears of service charge a landlord may decide to raise an action for payment. The courts are again dealing with cases beyond urgent matters although there remains a backlog of cases as a result of court closures during the first lockdown. In any event, court action, even outside of a pandemic takes some time and cost, especially so if the action is defended. As such, court action has never been an especially popular option for landlords seeking to recover sums due. Much more popular is the use of summary diligence which allows a landlord to take steps against the tenant's assets without the need to first go to court. The diligence that can be undertaken is the same as that which can be carried out following a court action. The summary element is the fact that there is no need to go to court first. Summary diligence can be instructed where a landlord has an extract registered lease. Such a lease must contain a clause consenting to registration for execution. This allows the landlord to register the lease in a register called the Books of Council and Session and to carry out diligence in respect of sums due under the lease without the need to take court action.[27]

Summary Diligence

A landlord in possession of such an extract registered lease could instruct service of a charge for payment.[28] The landlord could also instruct an arrestment to catch tenant funds or moveables held by someone other than the tenant, for instance to catch money in the tenant's bank account.[29] An attachment to catch moveables owned by the tenant which are in the tenant's possession could also be carried out.[30] A money attachment, which would catch cash held by the tenant could be instructed.[31] A money attachment can be a good option where a tenant operates in a business which deals primarily in cash, for instance bookmakers or nightclubs, although is unlikely to be successful in attaching much when these businesses are not operating during lockdown. Finally, an inhibition could be used. An inhibition effectively prevents the tenant from dealing with its heritable property in Scotland[32] and can often be a good way to apply pressure on the tenant to pay despite the fact the inhibition, in and of itself, does not result in funds or property being caught for the purpose of paying sums due to the landlord.[33] There is a limited moratorium on diligence against non-company debtors under the CSA which is unlikely to affect the vast majority of commercial tenants.[34] Otherwise there are no restrictions on diligence being affected against tenants who have failed to pays sums due including service charge. Whether to carry out diligence and, if so, which type of diligence will depend on the circumstances of the tenant. For instance, there would be no point in serving an inhibition if the tenant owned no heritable property in Scotland.

Statutory Demand

Where a landlord does not have a lease where there is consent to registration for execution and, as such, is unable to carry out summary diligence, the landlord may consider using a statutory demand. There are, however, some restrictions on the use of statutory demands in the form of temporary measures found in the Corporate Insolvency and Governance Act 2020.[35]

A statutory demand is a written demand for payment in a prescribed form that can be used where a tenant owes £750 or more to the landlord. The tenant has three weeks from service of the statutory demand to pay, failing which the landlord can use the fact that the demand has not been paid as a establishing a ground for winding up the tenant company. The threat of such action by a landlord can provide a good incentive for a tenant to pay. However, section 10 and schedule 10 of the Corporate Insolvency and Governance Act 2020 provides that no petition (court action) for winding up can be presented on or after 27 April 2020 which is based on a statutory demand served between 1 March 2020 and 31 March 2021. As such any statutory demand served during this period is unlikely to incentivise a tenant to pay and, consequently, statutory demands are less useful tools for a landlord seeking payment of arrears at this time.

Qualifications on Winding Up Tenant Companies

There are some other provisions in the Corporate Insolvency and Governance Act that impact upon debt recovery strategies that may be used by a landlord. Part 2 of Schedule 10 of the Act provides that certain conditions must be satisfied before a landlord is be able to present a petition (raise a court action) for a tenant's winding up. The conditions are that the landlord has a reasonable belief that (a) coronavirus has not had a financial effect on the tenant company or (b) that the basis for seeking winding up would have arisen even if coronavirus had not had a financial effect on the company[36] (ie even if not for COVID the ground for seeking winding up would have existed). The Act provides that coronavirus has a financial effect on a company if (and only if) the company's financial position worsens in consequence of, or for reasons relating to coronavirus.[37] It seems unlikely that condition (a) will be satisfied in very many cases.

This will have an impact on a landlord serving a charge for payment. A charge for payment is a particular form of demand for payment that can be used where a landlord has an extract registered lease.[38] The charge is served on the tenant who then has fourteen days to pay the sums demanded.[39] If the tenant does not pay the sums set out in the charge the landlord can use the non-payment as a ground for seeking the tenant's winding up.[40] It will also impact upon the use of seven day letters. Such letters simply demand payment of sums due within seven days and can be used by a landlord to evidence that the debtor company is unable to pay its debts as fall due, which is a ground for seeking the tenant's winding up.[41] If the landlord is unlikely to be able to satisfy the conditions set out above there is no real point in issuing a charge for payment or seven day letter, as the landlord will not be able to raise the necessary court proceedings should the tenant fail to pay.

Having considered what landlords can and cannot do in terms of recovering service charge from tenants, perhaps the bigger question is whether landlords should be taking any enforcement action in the current circumstances with the difficulties affecting many tenants. The issue is considered in the next section.

Non-Legislative Measures

The coronavirus epidemic and resultant government interventions have affected all of us. Very many businesses are struggling especially those in the retail and hospitality sectors. Faced with income falling dramatically for some tenants, what should a landlord do when faced with a tenant unable to pay service charge (or indeed other sums due under the lease)?

Both the UK and Scottish governments are urging landlords and tenants to engage in discussions with each other to try to find solutions. A framework for those discussions has been set out in the UK Government's *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*.[42] The Code is endorsed by the Scottish Government.[43] The Code applies to all commercial leases held by businesses that have been seriously negatively impacted by the pandemic.[44] It is in place until 24 June 2021.[45] The Code is voluntary and does not alter the terms of the lease or the landlord / tenant relationship. There may however be reputational issues where a landlord does not act in accordance with the Code.

The Code sets out and reinforces best practice. It provides some options where tenants are struggling to meet their financial obligations under a lease. The Code is not exhaustive but provides a framework within which landlords can consider how to deal with tenants who are struggling financially. Ultimately, it will come down to discussion, negotiation and compromises or concessions agreed between landlords and tenants. It is, of course, in a landlord's interests to ensure that its tenants survive where possible, especially in the current climate where there is unlikely to be significant demand for vacant units. Coming to an arrangement with a struggling tenant is likely to be more beneficial than making a claim for sums due in the tenant's administration or liquidation, which may be the only route available for a landlord without a rent deposit or a guarantee, where the tenant fails. The Code adopts this approach and encourages parties to develop workable solutions.

Code of Practice Principles

The Code sets out four principles. The first is transparency and collaboration.[46] As for transparency, the Code states that a tenant who seeks a concession from a landlord will have to be willing to set out why it needs the concession and to provide evidence, such as financial information. Landlords are encouraged to agree to concessions where they reasonably can and, where a landlord is unable to agree to a concession sought by a tenant, the landlord should be clear about this and also provide

reasons why they are unable to agree to what the tenant has proposed, for instance where to do so would place the landlord in breach of its own financial covenants.[47] In relation to collaboration, the Code notes that landlords and tenants are economic partners, not opponents, and that parties have a mutual interest in business continuity reaching far beyond the pandemic. Parties are therefore encouraged to act reasonably, swiftly, transparently and in good faith.[48]

The second principle is a unified approach, in terms of which parties are encouraged to help each other in their dealings with other stakeholders eg financial institutions, to achieve outcomes reflecting the Code's objectives and to attempt to manage the financial and social consequences of the pandemic. The third principle is government support. Where either the landlord or the tenant has received such support to deal with the pandemic, whether through use of the furlough scheme, loans, rates relief or tax deferral, recognition that this support has been provided to help businesses meet their commitments, including paying rent and other property charges such as service charge.[49] The final principle is to act reasonably and responsibly, with parties being encouraged to act in this way and to recognise the impact of COVID in order to identify mutual solutions where those are needed most.[50]

Code on Service Charge

The Code also makes some provision specifically in relation to service charge. It notes that unless otherwise agreed between landlord and tenant service charge is to be paid in full.[51] Service charge should be reduced to take account of lack of use of a property. However, it is acknowledged that there may be additional service charge costs in certain buildings where, for instance, additional work was needed for a building to operate in a way that is compliant with legislation or government guidance; or where work was needed to recommission a building as it re-opened following a period of closure.[52] Landlords should ensure that service costs are reduced where practicable and should ensure that costs are consistent with providing best value for tenants.[53] Landlords are also required to ensure that management fees reflect work actually carried out in managing the services and the service charge during the crisis.[54]

The Code also makes recommendations about payment of service charge. It suggests that service charge payments be spread over shorter periods,[55] so for instance paid monthly rather than quarterly. The Code also suggests that where there has been a reduction in service charge this is passed on to tenants as soon as possible, and ahead of the service charge year reconciliation.[56] These measures should assist tenants with cash flow and, consequently, business viability. Finally, the Code notes that any compromise reached by the parties should take account of the RICS *Professional Statement of Service Charges in Commercial Property*[57] and all RICS guidance on service charge and COVID-19.[58]

In essence, the Code provides some ideas for ways in which landlords and tenants may be able to agree concessions in relation to a tenant's financial obligations under a lease so as to assist the tenant's viability, and provides some principles within which such discussion and negotiations may take place.

Documenting Agreed Concessions

It is suggested that coming to an agreement with a tenant on its lease obligations is not the end of the story but that there is a final and important step beyond reaching agreement: properly documenting the agreement reached with legal input as required. This might seem like an additional stage with costs involved which landlords and tenants are keen to avoid. However, taking this step can save disputes from arising later, which may be very costly.

Issues that should be considered and appropriately documented include when any concession agreed will come to an end or whether it a permanent variation of the lease. If it is the latter it will need to be in writing signed by the parties.[59] If the concession is temporary, provision needs to be made about when the concession will come to an end: will this happen on a specific date or the occurrence of an event for instance. Other matters which must be considered, agreed and documented are whether sums that the tenant is not required to pay being written off or deferred only, with the tenant to pay later. Consideration must also be given to whether the tenant is going to do anything in return for any concession on payment, eg extend the lease or undertake not to exercise a break option in its favour. All of these issues should be documented, and in some cases may need to be in writing signed by the parties to be valid.[60]

Ensuring that agreed solutions with tenants deal with issues like these and are properly documented provides both parties with certainty about what is expected going forward. And in these most uncertain of times, some form of certainty is valuable.

Conclusion

This article has highlighted a number of critical issues in undertaking work to common parts and provision of services via a service charge provision in commercial leases. Some of these issues are not new, but their importance to landlords and tenants is augmented by the current difficulties being experienced by many in the commercial property sector during the COVID-19 pandemic. Other issues, such as the protective provisions in place for commercial tenants under the CSA and the Corporate Governance and Insolvency Act 2020 are new and curtail options for landlords seeking to recover sums due by way of service charge. While a number of the protections are time limited, these time limits have already been extended and there is no clarity on when the restrictions will come to an end. In the meantime, landlords and tenants are encouraged to work together to identify solutions to problems caused by the pandemic. As argued here, seeking legal input on the terms agreed and having agreements properly documented is key to ensuring clarity for both landlords and tenants as to the way forward.

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Although the article considers matters from the perspective of Scots law much of it is relevant to commercial leases across the UK, with similar measures having been adopted by the Westminster Parliament, as by the Scottish Parliament in relation to COVID and commercial leases.
[2] Where the works are needed to parts of the property within a tenant's leased premises these are likely to be the tenant's responsibility in terms of its repairing obligation in the lease.
[3] 1996 SC 362.
[4] For discussion of the rules of contractual interpretation see D Garrity and L Richardson, *Dilapidations and Service Charge* (2020), para 4.2 – 4.2.3.
[5] [2016] CSOH 74, 2016 GWD 19-344.
[6] *Finchbourne Ltd v Rodriguez* [1976] 3 All ER 581; cf *Victor Harris (Gentswear) Ltd v The Wool Warehouse (Perth) Ltd* 1995 SCLR 577 in which it was held that where the cost relates to an insurance premium there is no fair and reasonable qualification. See the discussion of this issue in D Garrity and L Richardson, *Dilapidations and Service Charge* (2020), para 6.4.1.
[7] *Fluor Daniel Properties Ltd v Shortlands Investments Ltd* [2001] EGLR 103.
[8] *Scottish Mutual Assurance plc v Jardine Public Relations Ltd* [1999] EG 43 (CS).
[9] *Fluor Daniel Properties Ltd v Shortlands Investments Ltd* [2001] EGLR 103.
[10] *Fluor Daniel Properties Ltd v Shortlands Investments Ltd* [2001] EGLR 103; *Scottish Mutual Assurance plc v Jardine Public Relations Ltd* [1999] EG 43 (CS).
[11] *Fluor Daniel Properties Ltd v Shortlands Investments Ltd* [2001] EGLR 103.
[12] *Plough Investments Ltd v Manchester City Council* [1984] 1 EGLR 244.
[13] *Fluor Daniel Properties Ltd v Shortlands Investments Ltd* [2001] EGLR 103.
[14] The RICS *Professional Statement of Service Charges in Commercial Property,* First edition, September 2018 core principle 21 provides that service charge budgets should be provided at least one month in advance of the start of the service charge year. The *Professional Statement* is available at: www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/real-estate/service-charges-in-commercial-property-1st-edition.pdf.
[15] This may be the position where any service charge reconciliation certificate produced by the landlord is final and binding, as to which see the discussion below.
[16] *Leonora Investment Co Ltd v Mott MacDonald Ltd* [2008] EWCA Civ 857, [2008] 2 P&CR DG 15.
[17] Indeed the RICS *Professional Statement of Service Charges in Commercial Property* provides that these are issued within four months of the end of the service charge year: see core principle 21.
[18] *MacDonald v Livingstone* [2012] CSOH 31, 2012 GWD 11-218.
[19] *Franborough Properties Ltd v Scottish Enterprise*, 14 June 1996 (Lord Penrose), unreported.
[20] Section 8 and sched 7 paras 6 and 7 amend section 4 of the Law Reform (Miscellaneous Provisions)(Scotland) Act 1985.
[21] Section 4 of the Law Reform (Miscellaneous Provisions)(Scotland) Act 1985.
[22] Sched 7 para 7 CSA, inserting s5A into the Law Reform (Miscellaneous Provisions)(Scotland) Act 1985.
[23] This is the date the Coronavirus (Scotland) Act 2020 came into force.
[24] See Coronavirus Act 2020 s 82. Rent is defined in that section as including any sum the tenant is liable to pay under the tenancy.
[25] Coronavirus Act 2020 section 82(12).
[26] An issue that is discussed below.
[27] For further details of this process see L Richardson and C Anderson, *McAllister's Scottish Law of Leases,* (5th, ed 2021), paras 6.21 – 6.23.
[28] See the discussion of such charges below.
[29] For further details of arrestment see L Macgregor et al, *Commercial Law in Scotland,* (6th ed, 2020), paras 9.9.1 – 9.9.3).
[30] For further details see L Macgregor et al, *Commercial Law in Scotland,* (6th ed, 2020), paras 9.8.1 – 9.8.3.
[31] For further details see L Macgregor et al, *Commercial Law in Scotland,* (6th ed, 2020), para 9.8.4.
[32] Any sale or the grant of a standard security following the inhibition being registered against the debtor tenant is at risk of being reduced (undone) by the inhibiting creditor (the landlord). As such purchasers and lenders require there to be no inhibition registered against the debtor before completing their transaction.
[33] For further details on inhibitions see L Macgregor et al, *Commercial Law in Scotland,* (6th ed, 2020), paras 9.10.1 – 9.10.13.
[34] This provides for a 6 month moratorium where a debtor application is made under s 195 or 196 of the Bankruptcy (Scotland) Act 2016).
[35] These provisions are UK wide therefore the position is the same in Scotland, England and Wales.

[36] Schedule 10, para 2(2) and (4) of the Corporate Governance and Insolvency Act 2020.
[37] Schedule 10, para 21(3) of the Corporate Governance and Insolvency Act 2020.
[38] See the discussion of this above.
[39] The tenant could also raise court action to have the charge for payment reduced if they dispute the sums claimed in the charge.
[40] In terms of s123(1)(c) of the Insolvency Act 1986.
[41] In terms of under s123(1)(e) of the Insolvency Act 1986.
[42] Ministry of Housing, Communities and Local Government, June 2020, available at: www.gov.uk/government/publications/code-of-practice-for-the-commercial-property-sector/code-of-practice-for-commercial-property-relationships-during-the-covid-19-pandemic.
[43] Letter from the Minister for Public Finance and Migration, dated 1 July 2020, available at: www.gov.scot/binaries/content/documents/govscot/publications/correspondence/2020/07/coronavirus-covid-19-code-of-practice-for-commercial-property-relationships---letter-from-the-minister-for-public-finance/documents/code-of-practice-for-commercial-property-relationships---letter-from-the-minister-for-public-finance/code-of-practice-for-commercial-property-relationships---letter-from-the-minister-for-public-finance/govscot%3Adocument/Open%2BLetter%2B-%2BCode%2Bof%2BPractice%2Bfor%2Bcommercial%2Bproperty%2Bduring%2BCOVID-19%2Bpandemic%2B-%2Bdated%2B01.07.2020.pdf.
[44] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 6.
[45] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic,* para 12.
[46] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic,* para 14.
[47] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 20.
[48] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 14.
[49] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 16.
[50] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 17.
[51] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 24.
[52] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 24 (a) and (b).
[53] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 24 (c).
[54] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 24 (f).
[55] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 24 (d).
[56] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 24 (e).
[57] First edition, September 2018.
[58] *Code of Practice for Commercial Property Relationships During the COVID 19 Pandemic*, para 24 (g).
[59] In terms of the Requirements of Writing (Scotland) Act 1995 s 2.
[60] Requirements of Writing (Scotland) Act 1995 s 2.