

**SHORT FORM CONSENT TO ALTERATIONS**

1. Drafting Notes
2. This precedent is prepared on the basis that the Tenant has applied for consent to carry out alterations to the Premises and the Lease contains the Permitted Works provisions in Schedule 6 to the Model Commercial Lease. The “Permitted Works” provisions set out the terms upon which works may be carried out to the Premises. They do not, therefore, need to be repeated in a licence for alterations.
3. Where the Tenant is applying for consent to carry out alterations, the Landlord can give consent to them with a simple form of letter. This will reduce the time taken to give consent and, in many cases, the consent can be given to the alterations without the need for the Landlord’s and Tenant’s lawyers to be involved in the process.
4. Although the “Permitted Works” provisions in the Model Commercial Lease set out the main terms that apply to Tenant’s alterations, you should consider whether there are any additional obligations that you want to include that are specific to the alterations that the Tenant wants to carry out or to the Premises. These should be set out in this letter.
5. The “Permitted Works” provisions do not specify any time period for carrying out the works. You should include an appropriate time period in this letter.
6. If you use this form of letter, it is important that anyone who has guaranteed the Tenant’s obligations under the lease countersigns the letter to acknowledge that the consent does not release its guarantee.
7. Suggested letter to document consent

*[To be typed on the headed notepaper of the current landlord]*

[*Insert name of current tenant and address for service and if appropriate those for any guarantor who needs to countersign this letter*]

Dear Sirs

**Works to [*Insert address of premises demised*]**

1. This letter gives consent only if it has been returned to us countersigned by you [and any guarantor of your obligations under the Lease].
2. This letter uses the following definitions:

**“Lease”**

[a lease] [an underlease] of the Premises dated [insert date of lease] and made between [insert parties to lease];

**“Obligations”**

the obligations relating to “Permitted Works” set out in [Part 1 of Schedule 6] to the Lease;

**“Permitted Works”**

has the meaning given to it in the Lease;[[1]](#footnote-1)

**“Premises”**

the premises briefly described above, but more particularly described in the Lease; and

**“Works”**

the works that you wish to carry out as described in the Schedule to this letter and in the plans and specifications attached to this letter.

1. Subject to you [and any guarantor of your obligations under the Lease] countersigning and returning a copy of this letter to us, we give you consent to carry out the Works subject to your complying with the Obligations.
2. If you begin to carry out the Works, you must complete them within [NUMBER] months after the date of this letter or within such longer period as we may agree.
3. [In addition to the Obligations you agree with us to:

*Set out any additional obligations that will apply to the Works*.]

1. If there is any conflict between your obligations in this letter and the Obligations, the terms of this letter will prevail.
2. [*Name of Guarantor*] agrees to the terms and conditions set out in this letter and confirms that the guarantee it has given to us of your obligations under the Lease will continue in full force and effect and will extend to your obligations under this letter.

Please indicate your acceptance of the terms of this letter by signing and returning a copy of it to us.

**SCHEDULE**

*[Include a brief description of the Works and any plans and specifications for the Works]*

Yours faithfully

**[duly authorised for and on behalf of [*insert name of current landlord*]**

Dated:

We acknowledge receipt of this letter and agree with you to comply with the Obligations and any additional obligations relating to the Works set out in this letter.

**[duly authorised for and on behalf of [*insert name of current tenant*]**

Dated:

[We acknowledge receipt of this letter and, as guarantor, agree to the provisions set out in paragraph **7** of this letter.

**[duly authorised for and on behalf of [*insert name of current guarantor*]**

Dated:]

1. Where the Landlord has covenanted with other tenants of the property to enforce the Tenant’s covenants in the Lease, remember to consider whether granting the Tenant permission to make alterations that are prohibited under the Lease would put the Landlord in breach of its covenants given to the other tenants – see *Duval v 11-13 Randolph Crescent Limited* [2020] UKSC 18. [↑](#footnote-ref-1)