

**QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (CLLS Long Form, 7th
Edition – 2016 update)**

RELATING TO [NAME OF PROPERTY]

NOTES FOR CLIENTS:

- The form of Certificate of title requires us to give certain information and also to certify that the Company has confirmed, told us or provided information (which only the Company can provide) to us in writing.
- The confirmations given by the Company are to be given on behalf of itself and where "Seller" is defined below, on behalf of the Seller.
- If the confirmations are correct please select the 'yes/confirmed' answer. If the confirmations are not correct, select the 'no/not confirmed' answer and provide further details with any documentary evidence.
- The legal nature of the Certificate means that this questionnaire has, in places, to use legal terminology. If you have any doubts as to the meaning of any confirmation that you are being asked to give, please ask for an explanation.
- The numbering of the confirmations corresponds to the paragraph and Schedule numbering in the Certificate of title. Therefore it is not consecutive.
- For the purposes of the information checklist, it is assumed that title and any tenancy documentation has already been provided to us in full. If this is not the case please advise us.

DEFINITIONS USED

The following definitions reflect the same terms defined in the Certificate of title and are used or set out in this questionnaire for consistency and context:

[Banks/Finance parties has the meaning given to that expression in the Loan Document];

Benefit means (in each case whether or not registered):

- (ii) any right or easement (including any acquired through long use); and
- (iii) any restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest

(but not including any reserved under the terms of any Letting Document).

[Example: rights of way of which the Property has the benefit; any other rights over other land that benefit the Property]

Charge means the legal charge over the Property [to be] entered into in favour of the Chargee;

[Chargee means [];

Company means [];

Lease means the lease by virtue of which the Company holds the Property or part of it (as amended or supplemented);

[Explanation: this is the lease under which you are the tenant of the Property]

Letting Document means any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment (in each case as amended or supplemented) to which the Property is subject;

Loan Document means the loan/facility agreement [dated [] [to be made] between [] and [] providing for the loan referred to in it, which loan is [to be] secured by [among other things] the Charge;

Property means *[insert property description used in Schedule 2, Part 1 to the Certificate]*;

[Seller means [] and references to confirmations given by, or documents or information provided by, the Company include confirmations given by, or documents or information provided by, the Seller;]

Transaction means [];

1995 Act means the Landlord and Tenant (Covenants) Act 1995

A. INFORMATION REQUESTED

Please supply the following:	Supplied?
1. Details of:	
(a) the current use of the Property; and	Yes/No
(b) where there is more than one use, each use.	Yes/No
<i>(Schedule 2, Part 4 of the Certificate and Schedule 3, paragraph 12.)</i>	
2. The location of each point where access is gained to the Property (by returning to us a copy of the attached plan showing the Property edged red).	Yes/No
<i>(Schedule 3, paragraph 3.1, to the Certificate.)</i>	
3. Details of any rights and easements benefiting the property (in addition to those set out in the attached Schedule A).	Yes/No
<i>(Schedule 3, paragraph 4.1, to the Certificate.)</i>	
4. Details of any covenant, restriction, stipulation or easement burdening the property (in addition to those set out in the attached Schedule B).	Yes/No
<i>(Schedule 3, paragraph 5.1, to the Certificate.)</i>	
5. Details of VAT registrations and options to tax (in addition to those set out in the attached Schedule C).	Yes/No
<i>(Schedule 3, paragraph 1.5, of the Certificate, Schedule 4, paragraph 19.2, of the Certificate and Schedule 5, paragraph 22.2, of the Certificate.)</i>	
6. A current arrears Schedule and copies of all Section 17 notices served and any related correspondence and documentation.	Yes/No
<i>(Schedule 5, paragraph 3.3, of the Certificate and attached Schedule D)</i>	
7. Where you occupy under a lease, the name and address of the current landlord and the current guarantor (if any) and the current rent.	
<i>(Schedule 4, Part 1A to the Certificate)</i>	
8. In relation to each Letting Document the name and address of the current tenant and guarantor (if applicable) and details of the current rent and date from which the rent was last reviewed.	Yes/No
<i>(Schedule 5, Part 1A to the Certificate and Schedule 5 - supplement)</i>	
9. In relation to each Letting Document where there are rent deposits, please confirm that all documents for the registration of the deposit (where applicable) have been supplied and provide a Schedule showing the amounts of the initial deposits.	Yes/No
<i>(Schedule 5, Part 1A and Schedule 5, part 2, paragraph 29)</i>	

B. CONFIRMATIONS REQUESTED

Please confirm the following and, if confirmation cannot be given, please supply details of the relevant circumstances:

MAIN BODY OF CERTIFICATE

2.1.3(a) The Company does not know of any reason why it should not be registered as proprietor of the Property with absolute title]~~delete if the Company is already the registered proprietor~~ Confirmed/Not confirmed

SCHEDULE 1 TO THE CERTIFICATE

2.2 The Company has provided all documents and all information in its possession that is material for the purposes of giving the Certificate. Confirmed/Not confirmed

2.2 Each copy document produced to us is a true copy of the original. Confirmed/Not confirmed

3.5 The Company is not aware of any circumstances which could render any transaction affecting the Company's title to the property liable to be set aside under the provisions of the Insolvency Act 1986 (as amended). Confirmed/Not confirmed

[Explanation: Such circumstances would be where the transaction was a gift or at an undervalue or with an intention to defraud creditors.]

SCHEDULE 3 TO THE CERTIFICATE

TITLE

1.3 No further land transaction return or payment in relation to stamp duty land tax is required in respect of any transaction involving the Property which has an effective date prior to the date of this questionnaire and there is nothing on the face of the documents to suggest otherwise. Confirmed/Not confirmed

1.5 The Company (or any company of which it is a relevant associate or relevant group member within the meaning of Schedule 10 to the Value Added Tax Act 1994) has opted to tax the Property. Confirmed/Not confirmed

If the Company (or any company of which it is a relevant associate or relevant group member) has opted to tax the Property then it has:

(iv) properly exercised an option to tax under Schedule 10 to the Value Added Tax Act 1994; Confirmed/Not confirmed

(v) (if necessary) properly and validly Confirmed/Not confirmed

	obtained the prior written permission of HM Revenue and Customs to exercise the option to tax;	
	(vi) duly notified the option to tax to HM Revenue and Customs and received written acknowledgement of the notification from them; and	Confirmed/Not confirmed
	(vii) has not revoked the option to tax.	Confirmed/Not confirmed
	The option to tax has effect in relation to the whole of the Property.	Confirmed/Not confirmed
	The option to tax has not been, or been deemed to be, disapplied	Confirmed/Not confirmed
4.1	The Benefits set out in Schedule A to this Questionnaire are, so far as the Company is aware, the only Benefits necessary for the use and enjoyment of the Property for its existing use or (if no Benefits are set out in Schedule A), no Benefits are required for the use and enjoyment of the Property. <i>[Note: Schedule A to be filled in to reflect Schedule 2 Part 2 of Certificate.]</i>	Confirmed/Not confirmed
4.2	As far as the Company is aware, the Benefits set out in Schedule A and any disclosed at 4.1 above are enjoyed freely, without interruption and without restriction.	Confirmed/Not confirmed
5.1	As far as the Company is aware the Property is not subject to any material covenants, restrictions, stipulations and easements, customary or public rights, local land charges, mining or mineral rights, franchises, manorial rights, third party rights, rights of common, rent charges or similar outgoings, liability for chancel repairs, liability in respect of embankments, sea and river walls, payments in lieu of tithe or charges/annuities payable for the redemption of tithe, sporting or fishing rights or other right or interest, whether or not registered (" Incumbrances ") other than as detailed in the attached Schedule B. <i>[Note: Schedule B to be filled in prior to sending to client to reflect Schedule 2, Part 3 to the Certificate.]</i>	Confirmed/Not confirmed
5.1	The Company: has not received notice of any breach of the Incumbrances set out in Schedule B. <i>[Example – breach of a covenant not to use the Property for a specified purpose.]</i>	Confirmed/Not confirmed
	is not aware of any breach or infringement of any of those Incumbrances set out in Schedule B; and	Confirmed/Not confirmed
	the existing use of the Property is not materially adversely affected by the existence of any of the Incumbrances.	Confirmed/Not confirmed

- 5.3 The Company is not aware of any person acquiring an Incumbrance over the Property through long use (other than rights to light or rights to air). Confirmed/Not confirmed
- [Example: a right of way]*
6. There are no mortgages, charges or liens (whether legal or equitable, specific or floating) affecting the Property. Confirmed/Not confirmed
- 7.1 There are no agreements for sale, estate contracts, options, rights of pre-emption or similar matters affecting the Property the provisions of which remain to be observed or performed. Confirmed/Not confirmed
- 7.2 There are no obligations binding on the Property to make future payments in respect of overage, clawback, deferred consideration or other similar payment, the provisions of which remain to be observed or performed.
- 8.1 Apart from any parts of the Property that are the subject of any Letting Documents [as notified to us], the Company is, or is entitled to be, in actual occupation of the Property on an exclusive basis and no other person has any right to possession, occupation or use of or interest in the Property. Confirmed/Not confirmed
- 8.2 So far as the Company is aware no one is in adverse possession of the Property or has acquired (or is acquiring) any rights adversely affecting the Property (other than rights to light or rights to air). Confirmed/Not confirmed
- [Example: a squatter.]*
9. There are no insurance policies relating to planning, title or covenants affecting the Property. Confirmed/Not confirmed
- 10.1. The Company has not made and not had occasion to make any claim or complaint in relation to a neighbouring property or its use or occupation. Confirmed/Not confirmed
- 10.2 There are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by the Company. Confirmed/Not confirmed
11. No notices materially affecting the Property or the Company's interest in it or any of the Benefits (whether detailed in Schedule A to this questionnaire or disclosed by the Company pursuant to paragraph 4.1 above) have been given or received by the Company. Confirmed/Not confirmed

PLANNING

- 13.1 The Company is not aware that:
- 13.1.1 any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary consents or permissions being obtained; Confirmed/Not confirmed

- 13.1.2 any enforcement proceedings under the Town and Country planning legislation have been commenced or any notices served; or Confirmed/Not confirmed
- 13.1.3 any such proceedings or notices have been proposed. Confirmed/Not confirmed
- 13.2 The Company is not aware of any acts, omissions or other circumstances by reason of which a planning enforcement order may be applied for or made in relation to the Property. Confirmed/Not confirmed
14. No planning permission affecting the Property is the subject of an existing challenge as to its validity. Confirmed/Not confirmed
- 15.1 The planning permissions affecting the Property are subject only to conditions which have either been satisfied so that nothing further remains to be done under them or, in the case of continuing conditions, are being complied with and the Company knows of no reason why those conditions should not continue to be so complied with. Confirmed/Not confirmed
16. There is no application for planning permission in respect of the Property awaiting determination and no planning permission or deemed refusal which is subject to appeal. Confirmed/Not confirmed
- 17.1 The Company has not entered into and is not required to enter into any agreement or obligation or planning contribution (together a "**Planning Agreement**") under section 52 Town and Country Planning Act 1971, section 38 and section 278 Highways Act 1980, section 33 Local Government (Miscellaneous Provisions) Act 1982, section 106 Town and Country Planning Act 1990, section 104 Water Industry Act 1991, Part II Planning Act 2008 or any provision in legislation of a similar nature. Confirmed/Not confirmed
- 17.2 As far as the Company is aware in respect of any Planning Agreement: Confirmed/Not confirmed
- all the obligations which have fallen due have been complied with; and Confirmed/Not confirmed
- no notice of breach has been received; and Confirmed/Not confirmed
- there are no material obligations which remain to be observed or performed. Confirmed/Not confirmed
20. The Company is not aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it. Confirmed/Not confirmed

STATUTORY MATTERS

21. The Company is not aware of any outstanding order, notice or other requirement of any local or other authority that affects the Confirmed/Not confirmed

current use of the Property (as disclosed in this questionnaire) or involves expenditure in compliance with it nor of any other circumstances which may result in any such order or notice being made or served.

22. The Company has not received notice of any breach of and is not aware of any material breach of the requirements of any statute affecting the Property that are capable of enforcement at present. Confirmed/Not confirmed

ENVIRONMENT

23.1 The Company:

- 23.1.1 holds all necessary permits, licences, consents, authorisations, registrations or any other approvals (together an "**environmental permit**") under any environmental laws; Confirmed/Not confirmed

- 23.1.2 has not received any written notices or notifications under any environmental laws in respect of the Property or the current use of the Property and is not aware of any circumstance which may result in any such notices or notifications being made; Confirmed/Not confirmed

- 23.2 where required by the transaction to which the certificate relates, the Company has obtained an energy performance certificate for the Property; Confirmed/Not confirmed

23.3 holds the energy performance certificates for the Property.

GENERAL

- 24.1 No buildings or other structures on the Property have been erected or been subject to extension or major alteration within the last six years. Confirmed/Not confirmed

- 24.2 There are no subsisting agreements, certificates, guarantees, warranties or insurance policies relating to any construction, repair, replacement, treatment or improvement of any building or structure on the Property. Confirmed/Not confirmed

- 25.1 The Property is not subject to the payment of any outgoings other than the uniform business rate and water rates (and where the Property is leasehold, only sums due under the lease); and Confirmed/Not confirmed

- 25.2 All such payments have been made to date. Confirmed/Not confirmed

26. All fixtures and fixed plant at the Property are (or will on completion of the Transaction become) the Company's property free from incumbrances (disregarding landlord's fixtures if the Property is leasehold, and tenant's fixtures if the Property is let). Confirmed/Not confirmed

SCHEDULE 4, PART 2 TO THE CERTIFICATE

The following confirmations apply only where the Property is held under a lease, and Lease means the lease under which the Property is held.

3.2	The last instalment of:	
	3.2.1 rent; and	Confirmed/Not confirmed
	3.2.2 service charge (if any),	Confirmed/Not confirmed/ Not applicable
	was paid to and was accepted by the landlord or its agents without qualification.	
4.3.1	No rent reviews are currently outstanding or under negotiation or the subject of a reference to an expert or arbitrator or the courts.	Confirmed/Not confirmed
13.2	The Company has not received a notice under section 8 of the 1995 Act from any former landlord requesting a release and is therefore not aware of any former landlord having been released under section 8 of the 1995 Act. <i>[Explanation: the former landlord can use the notice procedure under Section 8 of the 1995 Act to be released from the benefit and burden of the landlord covenants in the Lease.]</i>	Confirmed/Not confirmed
14.	No collateral assurances, undertakings or concessions have been made by any party to the Lease.	Confirmed/Not confirmed
15.	No works, no change of use and no grant of any sub-lease have been carried out, effected or granted by the Company or any former tenant under the Lease.	Confirmed/Not confirmed
18.1	So far as the Company is aware, there is no subsisting material breach of the covenants or conditions contained in the Lease (whether on the part of the landlord or the tenant) or any other event which could give rise to forfeiture of the Lease.	Confirmed/Not confirmed
18.2	No notice alleging any breach of the covenants or conditions contained in the lease, whether on the part of the landlord or the tenant, remains outstanding.	Confirmed/Not confirmed
18.3	So far as the Company is aware no breach of covenant has been waived or acquiesced in.	Confirmed/Not confirmed
19.2	The landlord does not charge VAT on the rent. If the landlord does charge VAT, please provide any other information the Company may have relating to the landlord's option to tax.	Confirmed/Not confirmed
19.4	The Company is not aware of any reason why the landlord should be prevented from charging any value added tax on the rent or other supply to the tenant in particular as a result of the operation of any of the disapplication provisions of Schedule 10 to the Value Added Tax Act 1994). <i>[Explanation: An option to tax may be disapplied in a number of circumstances, including in relation to a building or part of a</i>	Confirmed/Not confirmed

building that is intended for use as a dwelling or number of dwellings or other specified types of residential accommodation; or by a charity for non-business purposes, other than as an office. It may also be disapplied by certain anti-avoidance provisions]

- 20.1 Neither the grant of the Lease nor any agreement for the grant of the Lease was exempt from charge to stamp duty land tax by virtue of any of the provisions specified in paragraph 11(2) of Schedule 17A ('cases where assignment of lease treated as grant of lease') to the Finance Act 2003 ("FA 2003").
- Confirmed/Not confirmed

[Explanation: where the original grant of the lease was exempt from SDLT as a result of reconstruction or acquisition relief, charities relief, group relief or sale and leaseback relief the first non exempt assignment will be treated for SDLT purposes as the grant of a new lease.]

- 20.2 Nothing is, or may be, required or authorised to be done by the tenant or any successor in title in respect of the grant of the Lease or any agreement for the grant of the Lease under or by virtue of any of the provisions mentioned in paragraph 12 ("**Assignment of lease responsibility of assignee for returns**") of Schedule 17A to the FA 2003.
- Confirmed/Not confirmed

[Explanation: as a result of a contingency ceasing or consideration becoming ascertained the purchaser must make a return and pay any additional SDLT due or claim a refund.]

SCHEDULE 5, PART 2 TO THE CERTIFICATE

The following confirmations relate only to property which has been let and Letting Document means the document under which the property has been let. The confirmations should be obtained for each Letting Document

- | | | |
|-----------|---|-------------------------|
| 2. | The property the subject of the Letting Document is occupied by the Tenant or the person authorised pursuant to the Letting Document to be in occupation. | Confirmed/Not confirmed |
| 3.2 | All rent and additional rent, service charges or other payments have been paid to date and no rent or other payment has been commuted, waived or paid in advance of the due date for payment. | Confirmed/Not confirmed |
| 3.3 | No notices have been served on any former tenants or guarantors of former tenants under section 17 of the 1995 Act.

<i>[Explanation: a landlord who wishes to recover arrears of rent, service charge, interest or other quantified sum from a former tenant or its guarantor must first serve a notice on that person within the time limits prescribed under Section 17 of the 1995 Act.]</i>

<i>[Note – if any notices have been served, we will need to obtain further information from you.]</i> | Confirmed/Not confirmed |
| 4.2.1 | All steps in current rent reviews have been duly taken and no rent reviews are currently under negotiation or the subject of a reference to an expert or arbitrator or the courts. | Confirmed/Not confirmed |
| 4.2.3 | No building, alteration or improvement has been carried out pursuant to an obligation to the landlord. | Confirmed/Not confirmed |
| 10.2.1(c) | Where there is a service charge, the range of services to which it applies are reasonable and appropriate for the type of buildings in the Property. | Confirmed/Not confirmed |
| 10.2.2 | Where there is a service charge, there are no material irrecoverable items, caps or other limitations on its recovery. | Confirmed/Not confirmed |
| 10.2.3 | There are no lettable areas of the Property that are currently unlet. | Confirmed/Not confirmed |
| 13.1 | No notice has been served in respect of any Letting Document pursuant to sections 25 or 26 of the Landlord and Tenant Act 1954. | Confirmed/Not confirmed |
| 13.2 | Where a Letting Document is contracted out and a lease is to be granted to a former tenant pursuant to an AGA or to a guarantor, notices have been served and declarations made to contract out that lease. | Confirmed/Not confirmed |
| 16. | No person has made a claim for an overriding lease under section 19 Landlord and Tenant (Covenants) Act 1995: | |

(a)	against the Company; nor	Confirmed/Not confirmed
(b)	so far as the Company is aware, against any predecessor of the Company.	Confirmed/Not confirmed
	So far as the Company is aware, no person is entitled to make such a claim.	Confirmed/Not confirmed
	So far as the Company is aware, no notice has been served under Section 17 of the 1995 Act (except as referred to at paragraph 3.3 under the heading "Schedule 4") which would give rise to such entitlement.	Confirmed/Not confirmed
	<i>[Explanation: A former tenant or its guarantor who has been called upon under Section 17 to pay outstanding rent or other sums owed by the current tenant can apply to the Landlord for the grant of an overriding lease.]</i>	
17.	So far as the Company is aware no collateral assurances, undertakings or concessions have been made by any party to any of the Letting Documents.	Confirmed/Not confirmed
20.1	The Company is not aware of any subsisting material breach of the covenants or conditions contained in the Letting Documents (whether on the part of the landlord or the tenant) or any other event which could give rise to forfeiture of any Letting Document.	Confirmed/Not confirmed
20.2	No notice alleging any breach of any covenant or condition contained in any Letting Document (whether on the part of the landlord or the tenant) remains outstanding	Confirmed/Not confirmed
20.3	So far as the Company is aware no breach of covenant has been waived or acquiesced in.	Confirmed/Not confirmed
22.2	The Company (or any company of which it is a relevant associate or relevant group member within the meaning of Schedule 10 to the Value Added Tax Act 1994) has opted to tax the Property.	Confirmed/Not confirmed
	If the Company (or any company of which it is a relevant associate or relevant group member) has opted to tax the Property then it has:	
	(i) properly exercised an option to tax under Schedule 10 to the Value Added Tax Act 1994;	Confirmed/Not confirmed
	(ii) (if necessary) properly and validly obtained the prior written permission of HM Revenue and Customs to exercise the option to tax;	Confirmed/Not confirmed
	(iii) duly notified the option to tax to HM Revenue and Customs and received written acknowledgement of the	Confirmed/Not confirmed

	notification from them; and	
	(iv) has not revoked the option to tax.	Confirmed/Not confirmed
	The option to tax has effect in relation to the whole of the Property.	Confirmed/Not confirmed
	The option to tax has not been, or been deemed to be, disapplied	Confirmed/Not confirmed
22.4	The Company is not aware of any reason why it should be prevented from charging value added tax in relation to supplies made by it under any Letting Document. For example, no tenant (or former tenant or connected person) has BOTH: 22.4.1 provided financing to the developer or the landlord (or former landlord) of the Property or contributed to any costs of development; and 22.4.2 used the Property for non-VAT'able (or exempt) purposes <i>[For example, financial, health or educational.]</i>	Confirmed/Not confirmed
24.	So far as the Company is aware, no notice of intention to make improvements has been served under section 3(1) Landlord and Tenant Act 1927. <i>[Explanation: By serving a notice in accordance with Section 3(1) the tenant can be entitled to compensation for improvements at the end of the term.]</i>	Confirmed/Not confirmed
26.	The Company is not aware of any subletting, parting with possession or sharing of occupation by any tenant.	Confirmed/Not confirmed
27.	There is no rent deposit in respect of any of the Letting Documents.	Confirmed/Not confirmed
28.	None of the Letting Documents has been varied in such a way as to: 28.1 Give rise to a surrender and re-grant; or 28.2 To render any former tenant or guarantor of any former tenant no longer (or not fully) liable to comply with any tenant covenant. <i>[Example: a variation to extend the term or the let area or to increase the rent other than by the existing rent review mechanism]</i>	Confirmed/Not confirmed Confirmed/Not confirmed

SCHEDULE A

Rights and easements and other matters benefiting the Property

Date of Document/ Commencement Date (as applicable)	Document (if applicable)	Parties (if applicable)	Nature of Right (eg easement; right of way; covenant)	Land or Interest subject to Right

SCHEDULE C

VAT Registration, Notice of Option to Tax and Acknowledgement

	VAT Registration no.	Date of Notice of Option to Tax	Date of Acknowledgement by HM Revenue and Customs
Company:			
Landlord: <i>(leasehold Property only)</i>			

SCHEDULE D

Section 17 Notices Served on Former Tenants and Guarantors

Date of Service of Notice	Due Date of Arrears	Full names and addresses of Persons served	Amount Claimed	Amount Due

Date

(Signed):

Name:

Position in Company: