

**SUPPLEMENTAL ENQUIRIES IN CONNECTION WITH THE CITY OF LONDON LAW SOCIETY  
LAND LAW COMMITTEE CERTIFICATE OF TITLE 7<sup>TH</sup> EDITION (2016 UPDATE)**

THE FOLLOWING SUPPLEMENTAL ENQUIRIES MAY BE USED WHEN ACTING FOR A BUYER OF PROPERTY AND THE BUYER'S SOLICITORS ARE REQUIRED TO PRODUCE A CLLS LAND LAW COMMITTEE CERTIFICATE OF TITLE (7TH EDITION 2016 UPDATE) FOR THE BUYER'S FUNDER. THESE ENQUIRIES MAY BE RAISED WITH THE SELLER'S SOLICITORS (IN ADDITION TO AND IDEALLY AT THE SAME TIME AS THE COMMERCIAL PROPERTY STANDARD ENQUIRIES (CPSES) ETC) TO HELP THE BUYER'S SOLICITORS TO PRODUCE THE CERTIFICATE. IF THE SELLER/SELLER'S SOLICITORS REFUSE TO ANSWER THESE ENQUIRIES, APPROPRIATE DISCLOSURE WILL NEED TO BE MADE TO THE RECIPIENT OF THE CERTIFICATE. THESE ENQUIRIES ASSUME THE BUYER'S SOLICITORS HAVE CARRIED OUT SEARCHES.

THESE ENQUIRIES ARE NECESSARY BECAUSE THE CPSES ALONE DO NOT PROVIDE SUFFICIENT INFORMATION TO ENABLE THE BUYER'S SOLICITORS TO PRODUCE THE CERTIFICATE. THERE WILL OF COURSE BE DIFFERENT VIEWS ON WHICH SUPPLEMENTAL ENQUIRIES ARE NECESSARY AND THE CLLS WOULD BE GRATEFUL FOR ANY FEEDBACK ON THESE ENQUIRIES AT [MAIL@CITYSOLICITORS.ORG.UK](mailto:MAIL@CITYSOLICITORS.ORG.UK)



respect of any transaction involving the Property which has an effective date prior to the date of these enquiries<sup>2</sup>.

4. Please confirm that where title to the Property is not registered at the Land Registry, no event has occurred in consequence of which registration of title should have been effected.
5. Please confirm that the Property appears to have the benefit of all necessary rights of way to and from roadways maintainable at public expense where the Property does not appear to abut such roadways at each point where access is gained.
6. Please confirm that, so far as the Seller is aware, the rights, easements, restrictive covenants and other matters benefiting the Property disclosed in the Reply to enquiry 3 of CPSE1 are the only benefits necessary for the use and enjoyment of the Property for its present actual use.
7. Are such benefits restricted as to hours of use or otherwise, or is payment required?
8. Please confirm that the adverse rights disclosed in Reply to enquiry 4 of CPSE1 do not materially adversely affect the present actual use of the Property.
9. Please confirm that the Property is not located within a conservation area.
10. Please confirm that the Seller is not aware of any circumstances which may result in notices, notifications or orders under any environmental legislation being made or served in respect of the Property or its present actual use.
11. Please confirm that no buildings or other structures on the Property have been erected or been subject to extension or major alteration within the last six years.
12. Please confirm that 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, other than already disclosed to us.

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<sup>2</sup> The relevant statement in the Certificate (paragraph 1.3 in Schedule 3) refers to the date of the certificate, so you may wish to check prior to the certificate being dated that there has been no change to the reply.

13. Please confirm that there are no obligations binding on the Property to make future payments in respect of overage, clawback, deferred consideration or other payments of a similar nature.
14. Please confirm that no notices materially affecting any of the rights and other matters benefiting the Property disclosed in the Reply to enquiry 3 of CPSE1 have been given or received by the Seller.
15. Please confirm that the Seller is not aware that any enforcement proceedings under the Town and Country Planning legislation have been commenced or notices served, nor that any such proceedings or notices have been proposed.
16. Please confirm that the Property is not within an area of archaeological importance nor is any building or erection on the Property a scheduled monument within the meaning set out in the Ancient Monuments and Archaeological Areas Act 1979.
17. Please confirm that the Seller is not aware of any outstanding order, notice or other requirement of any local or other authority that affects the present actual use of the Property 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.
18. Please confirm that the Seller 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.

**The Lease (headlease) – in relation to the Lease(s) referred to in CPSE4**

19. Please confirm that so far as the Seller is aware, no collateral assurances, undertakings or concessions have been made by any party to the Lease.
20. Please provide evidence that any necessary notice has been given to any third party of the grant of the Lease or any sub-lease, or the vesting of the Lease in each subsequent tenant.
21. Please confirm that the last instalment of rent (and service charge if any) was paid to and accepted by the landlord under the Lease or its agents without qualification.

22. Please confirm that there are no restrictions on the superior title which prevent the Property being used now or in the future for the present actual use.
23. Please confirm that if title to the Lease is not registered at Land Registry, neither the Lease (when it was granted) nor any subsequent disposition of it was subject to compulsory registration at the relevant time.
24. Please confirm that 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 and that, so far as the Seller is aware, no breach of covenant has been waived or acquiesced in.
25. In this enquiry, "option to tax" has the meaning given in Schedule 10 to the Value Added Tax Act 1994 and includes an option to tax which has been deemed, or treated as having been, exercised.

Please confirm that a valid option to tax has been exercised by the landlord or a body corporate in relation to which the landlord is either a relevant associate or a relevant group member over the whole Property and such option has not been, or been deemed to be, disappplied or revoked so that value added tax is due in respect of any supply of the Property by the landlord.

26. Please confirm that the Seller is not aware of any reason why the landlord should be prevented from charging value added tax in relation to supplies made to the tenant (in particular as a result of the operation of any of the disapplication provisions in Schedule 10 to the Value Added Tax Act 1994).
27. Please confirm that:
  - 27.1 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").
  - 27.2 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 etc") of Schedule 17A to the FA 2003.

28. Please confirm that there are no other material matters that the Seller considers ought to be brought to our attention in relation to the Lease.

**The Letting Documents (known as Tenancy Documents in CPSE2)**

29. Please confirm the amount of the current rent deposit for each Letting Document.
30. Please confirm that, so far as the Seller is aware, no collateral assurances, undertakings or concessions have been made by any party to any Letting Document.
31. Please confirm that no rent or other payment under the Letting Documents has been commuted, waived or paid in advance of the due date for payment.
32. Please confirm that:
- 32.1 no rent reviews are currently the subject of a reference to the courts;
- 32.2 no building, alteration or improvement has been carried out pursuant to an obligation to the landlord.
33. Where any Letting Document is a "new tenancy" as defined in the Landlord and Tenant (Covenants) Act 1995, please confirm that no guarantor of the current tenant has acted as a guarantor of any previous tenant and that the Letting Document is not now and has not been previously vested in any guarantor of a previous tenant.
34. Where any Letting Document is contracted out of the Landlord and Tenant Act 1954, please confirm that notices have been served and declarations made such that any lease to be granted to a former tenant pursuant to its obligations under an authorised guarantee agreement or to a guarantor pursuant to its guarantee of a Letting Document or of an authorised guarantee agreement will be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.
35. Please confirm that the Seller 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 (nor, therefore, why its recovery of input value added tax attributable to those supplies should be restricted), in particular as a result of the operation of any

of the disapplication provisions in Schedule 10 to the Value Added Tax Act 1994.

36. Please confirm that the Property is not subject to any tenancy which is being continued after the contractual expiry date under the Landlord and Tenant Act 1954 or otherwise.
37. Please confirm that, if any Letting Document is not a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995, no tenant (present or predecessors in title) or guarantor has been released or is or may be entitled to be released.
38. Please confirm that, so far as the Seller is aware, no notice of intention to make improvements has been served under Section 3 (1) of the Landlord and Tenant Act 1927.
39. Please confirm that the Seller is not aware of any sub-letting, parting with possession or sharing of occupation by any tenant.
40. Please confirm that, so far as the Seller is aware, the Letting Documents have not been varied in such a way as to give rise to a surrender and regrant or as to render any former tenant or the guarantor of any former tenant no longer or not fully liable to comply with any tenant covenant, whether under the Landlord and Tenant (Covenants) Act 1995 or at common law.
41. Please confirm that there are no other material matters that the Seller considers ought to be brought to our attention in relation to the Letting Documents.